AGENDA

Ordinary Council Meeting

I HEREBY give NOTICE that an Ordinary Council Meeting will be held on:

29 April 2026

Shire of Victoria Plains
Council Chambers, Calingiri
AND
via E-Meeting Protocol

Commencing – 2:00 PM

PUBLIC COPY AGENDA



DISCLAIMER:

The recommendations contained in this document are officers' recommendations only and should not be acted upon until Council has resolved to adopt those recommendations.

The resolutions of Council should be confirmed by perusing the minutes of the Council meeting at which these recommendations were considered. Resolutions are not considered final until the minutes of the meeting are confirmed or advised in writing by the CEO or authorised person.

Members of the public should also note that they act at their own risk if they enact any resolution prior to receiving official written notification of Council's decision.

Recording of Meeting

Members of the public are advised that meetings of Council are audio recorded to assist with ensuring an accurate record of the meeting is provided for the formal minutes of the meeting. In terms of the Privacy Act 1998 this may involve the recording of personal information provided at the meeting. The provision of any information that is recorded is voluntary, however if any person does not wish to be recorded they should not address or request to address the meeting. By remaining in this meeting, you consent to the recording of the meeting.

You are not permitted to record this meeting with any recording device, unless you have the express authorisation of the Council of the Shire of Victoria Plains.

E – Disclaimer

It is the Presiding Member's responsibility to preserve order in the meeting and this can be more difficult in an eMeeting. Therefore, each Council Member must consistently and respectfully follow the Local Government's Meeting Procedures Local Law, any additional eMeeting guidance provided by the Local Government and support the Presiding Member in their conduct of the eMeeting.

The pace of an eMeeting should be slow and orderly. The following practices will help avoid confusion and support effective eMeetings:

Speak clearly and slowly, as connections may be distorted or delayed;

Always state your name to indicate to the Presiding Member that you wish to speak. Restate your name if the Presiding Member has not heard you at first;

In debate, only speak after the Presiding Member has acknowledged you. Then state your name, so that others know who is speaking;

Follow the Presiding Member's directions and rulings;

If you are unclear about what is happening in an eMeeting, immediately state your name to draw the Presiding Member's attention and enable you to then seek clarification from the Presiding Member;

Avoid looking for opportunities to call Points of Order; instead, politely and respectfully gain the Presiding Member's attention and explain any deviation from your Meeting Procedures, the Local Government Act or any other relevant matter.

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Commonly used abbreviations	
AAS / AASB	Australian Accounting Standard / Australian Accounting Standards Board
BF Act	Bush Fire Act 1954
BFB	Bush fire brigade
CEO	Chief Executive Officer
CDO	Community Development Officer
DBCA	Dept of Biodiversity, Conservation and Attractions
DFES	Dept of Fire and Emergency Services
DPLH	Dept of Planning, Lands and Heritage
DWER	Dept of Water and Environmental Regulation
EHO	Environmental Health Officer
EFT	Electronic Funds Transfer
FAM	Finance and Administration Manager
JSCDL	Parliamentary Joint Standing Committee on Delegated Legislation
LEMA	Local Emergency Management Arrangements
LEMC	Local Emergency Management Committee
LG Act	Local Government Act 1995
LGGC	WA Local Government Grant Commission
LPP	Local Planning Policy
LPS	Local Planning Scheme
MOU	Memorandum of Understanding
MRWA	Main Roads WA
NNTT	National Native Title Tribunal
OAG	Office of Auditor General
OCM	Ordinary Council Meeting
PTA	Public Transport Authority
RRG	Regional Roads Group
RTR	Roads to Recovery
SAT	State Administrative Tribunal
SEMC	State Emergency Management Committee
SGC	Superannuation Guarantee Contribution
SJAA	St John Ambulance Association
SWALSC	South West Aboriginal Land and Sea Council
WAEC	WA Electoral Commission
WALGA	WA Local Government Association
WSM	Works and Services Manager
WSFN	Wheatbelt Secondary Freight Network
EPA	Environmental Protection Authority
DPIRD	Department of Primary Industries and Regional Development
HCWA	Heritage Council of Western Australia
WAPC	Western Australian Planning Commission
WDC	Wheatbelt Development Commission

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AGENDA

Ordinary Council Meeting of the Victoria Plains Shire Council

To be Held in the Shire of Victoria Plains, Council Chambers, Calingiri, AND, via E-Meeting Protocol

on 29 April 2026 commencing at 2:00 PM

1 DECLARATION OF OPENING

1.1 Opening

1.2 Announcements by Shire President

2 REMOTE ATTENDANCE BY ELECTED MEMBERS

THAT:

Under regulation 14C (2)(b) of the Admin Regulations, the Shire President can approve Elected Member attendance by electronic means;

In doing so, under r.14C (5) the Shire President must have regard as to whether the location that the Elected Member intends to attend the meeting, and the equipment intended to be used to attend the meeting, are suitable;

Electronic means includes, as per r.14CA(2) by telephone or video conference;

Suitable equipment would include an electronic device that can hold a Teams meeting, and perhaps, the use of headphones;

In accordance with r.14CA (5) the Elected Member must declare that they are able to maintain confidentiality during the meeting. Under r.14CA(7), the declaration by the Elected Member is recorded in the minutes of the meeting;

Summarily, according to Departmental guidance, a suitable location is one that is quiet and private e.g. a private room in your house. If there are other people at the location at the time of the meeting, an Elected Member may be required to close a door and wear headphones.

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Approval to Attend and Declaration of Confidentiality

THAT:

Cr _____ has been approved to attend the 29 April 2026 Ordinary Council Meeting by electronic means as approved by the Shire President and that a declaration has been received regarding confidentiality and other requirements as noted in Section 2 herewith.

3 RECORD OF ATTENDANCE

Members present

Staff attending

Apologies

Approved leave of absence N/A

Visitors

Members of the public

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4 DISCLOSURES OF INTEREST

Refer – Local Government Act, Regulations, Code of Conduct, and Declaration Forms in Councillor folders.

Type Item Person / Details

5 PUBLIC QUESTION TIME

Refer – Local Government Act, Regulations, Local Law and Submission Form & Guidelines circulated.

5.1 Public Questions with Notice

Nil

5.2 Public Question Without Notice

6 PRESENTATIONS AND DEPUTATIONS

6.1 Presentations

6.2 Deputations

7 APPLICATIONS FOR LEAVE OF ABSENCE

8 MINUTES OF MEETING

That the minutes of the Ordinary Council Meeting held 25 March 2026 as circulated, be **CONFIRMED** as a true and correct record.

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9 REPORTS REQUIRING DECISION

9.1 Accounts for Endorsement – March 2026

File Reference	
Report Date	15 April 2026
Applicant/Proponent	Nil
Officer Disclosure of Interest	Nil
Previous Meeting Reference	Nil
Prepared by	Katrina Humphries – Creditors Officer
Senior Officer	Colin Ashe – Deputy Chief Executive Officer
Authorised by	15 April 2026
Attachments	Agenda 9.1A - OCM - List of Payments March 2026

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PURPOSE

This item presents the attached List of Accounts Paid, under delegated authority for March 2026.

BACKGROUND

As per Local Government Act and Financial Management Regulations.

COMMENT

Each month Council is to be advised of payments made during the preceding month, the amount, the payee, date and reason for payment.

CONSULTATION

DCEO

STATUTORY CONTEXT

Local Government Act 1995 –

- s.6.8(2)(b) – expenditure is to be reported to the next ordinary meeting of Council

Local Government (Finance) Regulations 1996 –

- r.13 Payments for municipal fund or trust fund
  (1) the Chief Executive Officer is to provide a list of accounts paid from the Municipal fund or Trust fund, a list of all accounts paid each month showing for each account paid –
    a) The payee's name
    b) The amount of the payment
    c) The date of the payment
    d) Sufficient information to identify the transaction
  (2) the listing to be presented to the Council at the next ordinary meeting of Council after preparation.

CORPORATE CONTEXT

Delegations Register –

- 3.2 – Municipal Fund and Trust Fund – Payments from Bank Accounts
  - CEO authorised, subject to conditions
  - Compliance with legislation and procedures
  - Minimum of 2 signatories with varying level of authorisation

Strategic Business Plan/Corporate Business Plan

STRATEGIC PRIORITIES	WE KNOW WE ARE SUCCEEDING WHEN
4. CIVIC LEADERSHIP	
4.3 Proactive and well governed Shire	External audits and reviews confirm compliance
	We have sound financial management policies and attract external funding to help achieve our goals
	Councilors attend training and feel supported in their role
	Council is supported by a skilled team

Strategic Priority 4.3 is relevant as part of sound financial management policies

Delegation

Nil

Policy Implications

3.1 Purchasing Framework

Other Corporate Document

Nil

Risk Analysis

Consequence	Consequence Rating:	Likelihood Rating:	Risk Rating	Risk Acceptance/ Controls	Mitigation and Outcome
Compliance	Extreme (5) Non-compliance results in litigation, criminal charges or significant damages or penalties to Shire/Officers	Unlikely (2) The event could occur at some time	High (10)	Senior Management Team / CEO Risk acceptable with excellent controls, managed by senior management / executive and subject to monthly monitoring	Policies and processes including preparation by Finance staff and two-step process for payment will ensure that the residual risk is moderate.

FINANCIAL IMPLICATIONS

All payments are in accordance with Council's adopted budget.

VOTING REQUIREMENTS

Simple Majority

Officer Recommendation

That the **PAYMENTS** made for March 2026 from the Municipal Bank Account as per attached listing and summarised below, be **ENDORSED**:

PUBLIC OCM AGENDA

	Payment / Invoice	Date	Description	Amount
EFT Payment				
	EFT Payment - EFT00070			
1	**1022 - Australian Local Government Association (ALGA)**			
	NGA26-577	11/03/26	National General Assembly - President Registration	1,349.00
	NGA26-576	11/03/26	National General Assembly - CEO Registration	1,349.00
			Total 1022	**2,698.00**
2	**104 - Moore Australia (WA) Pty Ltd**			
	5086	24/03/26	Staff Training - Nuts and Bolts Finance Workshop - Creditors Officer	1,485.00
			Total 104	**1,485.00**
3	**105 - Cutting Edges Equipment Parts**			
	3402739	19/03/26	Depot - Caterpillar Grader VP70 - 20x Blades	2,521.20
			Total 105	**2,521.20**
4	**1087 - Totally Workwear - Midland**			
	MD51897.D1	12/03/26	Staff Uniform - Depot - Outside Crew Clothing	277.68
			Total 1087	**277.68**
5	**125 - ARM Security**			
	CINS3200155	27/03/26	Security Alarm Monitoring 01/04/2026 to 30/06/2026	236.94
			Total 125	**236.94**
6	**1323 - Ampac Debt Recovery (wa) Pty Ltd**			
	127257	28/02/26	February - Ampac Legal Fees	66.00
			Total 1323	**66.00**
7	**14 - Australian Service Union WA**			
	PJ001113	25/03/26	Payroll Deduction - Union Dues	26.50
			Total 14	**26.50**
8	**1653 - D.E.C Contracting Pty Ltd**			
	0147	15/03/26	RRSP Tranche 1 Program #30004671 SLK 0.00-23.23 - Toodyay Bindi Bindi Rd - Vegetation Control	12,210.00
	0148	15/03/26	RRSP Tranche 1 Program #30004671 SLK 0.00-23.23 - Toodyay Bindi Bindi Rd - Vegetation Control	26,301.00
			Total 1653	**38,511.00** L
9	**1692 - CB Traffic Solutions Pty Ltd**			
	00022481	11/03/26	RRSP Tranche 1 Program #30004671 SLK 0.00-23.23 - Toodyay Bindi Bindi Rd - Traffic Control	24,007.59
			Total 1692	**24,007.59**
10	**1763 - Hersey's Safety Pty Ltd**			
	5120	17/03/26	Depot Minor Tools - Male Adaptor, Air Chuck, Concrete Mixer Tyres	122.07
			Total 1763	**122.07**
11	**1772 - Avon Valley Windscreens**			
	8554	10/03/26	Windscreen Replacement - Yerecoin Fire Truck 1EHT473 - Insurance Claim MO0088163	887.70
			Total 1772	**887.70**
12	**1832 - Birkles Plumbing & Gas Pty Ltd**			
	8792	13/03/26	Calingiri Hall Standpipe - Water Meter Number FK0800410 - Backflow Test	517.00
			Total 1832	**517.00**
13	**1867 - Mortlock Electrical Pty Ltd**			

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	Payment / Invoice	Date	Description	Amount	
	1449	23/03/26	Piawaning Standpipe - Troubleshoot Issues: Failed 12V Power Supply	345.60	
			Total 1867	**345.60**	
14	**1877 - Peter Michael Kelly**				
	38	13/03/26	Synergy Reimbursement Gillingarra Emergency Water Dec 24 to Feb 25	63.93	
	39	13/03/26	Synergy Reimbursement Gillingarra Emergency Water Feb 25 to Apr 25	329.62	
	40	13/03/26	Synergy Reimbursement Gillingarra Emergency Water Apr 25 to Jun 25	58.59	
	41	13/03/26	Synergy Reimbursement Gillingarra Emergency Water Jun 25 to Aug 25	64.38	
	42	13/03/26	Synergy Reimbursement Gillingarra Emergency Water Aug 25 to Nov 25	78.06	
	43	13/03/26	Synergy Reimbursement Gillingarra Emergency Water Nov 25 to Dec 25	64.12	
			Total 1877	**658.70**	L
15	**1880 - Canine Control**				
	0249	07/03/26	Ranger Services - 4 & 5 Mar 26 - Corella Culling Bolgart, Calingiri and Piawaning	2,668.05	
	0248	01/03/26	Ranger Services - 24/02/2026 - Patrols and Meeting With CEO	2,668.05	
			Total 1880	**5,336.10**	
16	**1941 - Salary Packaging Australia Pty Ltd**				
		26/03/26	Salary Packaging - Payroll Deduction	1,361.19	
			Total 1941	**1,361.19**	
17	**1965 - CouncilFirst (Open Systems Technology Pty Ltd t/as)**				
	SI009575	18/03/26	Microsoft Azure - February 26	12.67	
	SI009594	20/03/26	CouncilFirst Subscription April to June 2026	23,060.40	
			Total 1965	**23,073.07**	
18	**2005 - Wiley's All Sorts**				
	47	12/03/26	Gate Repair, Paint and Refit - 43 George St Bolgart	767.47	
			Total 2005	**767.47**	L
19	**2036 - Knewjen Hire Pty Ltd**				
	0043	11/03/26	Forklift & Digger Hire - February 2026	1,275.00	
			Total 2036	**1,275.00**	
20	**2051 - Ausfab Holdings Pty Ltd t/as Duralite Trailers**				
	28935	16/03/26	Depot - Duralite Trailer VP8205 - Repair Damaged Side Light, Install New Side Reflectors	282.65	
	28945	17/03/26	Trailer I Beam Chassis Replacement Excess - VP8205 - Insurance Claim MO0088157	300.00	
			Total 2051	**582.65**	
21	**2208 - CQ Comms Pty Ltd (Outback Comms)**				
	0317	16/03/26	(FP) 5x BFB Appliances Starlink Subscription - 25/03/2026 - 24/04/2026	680.00	
			Total 2208	**680.00**	
22	**2225 - Connor Willcocks**				
	GYM BOND REFUND - TAG 27	18/03/26	Gym Bond Refund	52.00	
			Total 2225	**52.00**	
23	**2243 - CR Elizabeth Williams**				
	TRAVEL EXPENSES OCT 25 TO MAR 26	15/03/26	Travel - October Policy Briefing Session	58.96	

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	Payment / Invoice	Date	Description	Amount
			Travel - AROC Function - Toodyay Recreation Centre	102.04
			Travel - ADC Development Workshop - CRC Wongan Hills	60.10
			Travel - October Ordinary Council Meeting	58.96
			Travel - WALGA New Councillors' Seminar - Frasers Kings Park Perth	21.53
			Travel - November Policy Briefing Session	58.96
			Travel - November Audit Committee Meeting & Ordinary Council Meeting	58.96
			Travel - December Policy Briefing Session	58.96
			Travel - Financial Workshop - Council Chambers	71.40
			Travel - CEO Review - Council Chambers	71.40
			Travel - February Policy Briefing Session & Special Council Meeting	58.96
			Travel - February Ordinary Council Meeting	58.96
			Total 2243	**739.19**
24	**2246 - CR Neil Smith**			
	TRAVEL EXPENSES OCT 25 TO FEB 26	16/02/26	Travel - October Policy Briefing Session	38.22
			Travel - AROC Function - Toodyay Recreation Centre	152.85
			Travel - October Ordinary Council Meeting	38.22
			Travel - Road Sub Group - Moora	114.64
			Travel - Wheatbelt Economic Workshop - Wongan Hills	66.87
			Travel - November Audit Committee Meeting & Ordinary Council Meeting	38.22
			Travel - Avon Midland Zone Meeting - Wongan Hills	66.87
			Travel - November Ordinary Council Meeting	38.22
			Travel - December Policy Briefing Session	38.22
			Travel - December Ordinary Council Meeting	38.22
			Travel - Financial Workshop - Council Chambers	38.22
			Travel - CEO Review - Council Chambers	38.22
			Travel - February Policy Briefing Session	38.22
			Total 2246	**745.21**
25	**2251 - Howard & Heaver Pty Ltd (H+H Architects)**			
	INV02017	26/03/26	Concept Plan Designs - Calingiri Sports Pavilion Project Initiation and User Workshop	7,207.97
			Total 2251	**7,207.97**
26	**278 - Moore Catchment Council Inc**			
	892	16/03/26	Annual Contribution to Moore Catchment Council	1,100.00
			Total 278	**1,100.00**
27	**370 - SB & ES KELLY**			
	0079	13/01/26	(LGGS) Mogumber/Gillingarra 4.4B - Diesel Fuel	529.81
	0080	27/01/26	(LGGS) Mogumber/Gillingarra 4.4B - Diesel Fuel	141.96
			Total 370	**671.77**
28	**52 - Avon Waste**			

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	Payment / Invoice	Date	Description	Amount	
	00075212	06/03/26	Waste Removal February 2026	2,812.36	
			Total 52	**2,812.36**	
29	**529 - Wallis Computer Solutions**				
	31001	26/03/26	Erase and Decommission Laptop LP94	82.50	
			Total 529	**82.50**	
30	**53 - The Farmco / Yerecoin Traders**				
	146853	03/03/26	Catering Community Reference Panel	235.95	
	147495	18/03/26	Catering Harmony Day	429.00	
			Total 53	**664.95**	L
31	**55 - Landgate**				
	77616975	11/03/26	Mining Tenements - Interim Valuations - M2026/2	55.80	
	77668908	19/03/26	Interim Valuations - Mining Tenement M2026/3	9.30	
			Total 55	**65.10**	
32	**552 - Bunnings Group Ltd**				
	2435/01417615	13/03/26	Building Maintenance - Ladies Toilet Door Closer - Admin Office - Mogumber Hall	176.34	
			Total 552	**176.34**	
33	**59 - Malts Contracting**				
	678	18/03/26	Cleaning- Shire Buildings March 2026	10,276.94	
			Total 59	**10,276.94**	L
34	**594 - Dun Direct Pty Ltd**				
	01383624	19/03/26	Fuel Supplies 2025/26 - 3000 Litres Diesel	8,877.00	
	01380321	11/03/26	Fuel Supplies 2025/26 - 4000 Litres Diesel	9,996.01	
			Total 594	**18,873.01**	
35	**648 - Officeworks**				
	628458794	16/03/26	Office Supplies and Elected Members Refreshments	210.99	
	628459336	17/03/26	Office Supplies and Elected Members Refreshments	537.95	
	628513208	19/03/26	Emergency Management & Bush Fire Brigade - Bottled water, Misc Stationery and Cleaning suplies	490.29	
	417735645	18/03/26	Library Equipment - Whiteboard, Notice Board and Stationary	352.00	
			Total 648	**1,591.23**	
36	**78 - Team Global Express Pty Ltd**				
	0417-S432105	08/03/26	Freight Charges 25 Feb 26	33.44	
			Total 78	**33.44**	
37	**893 - Thomas Culverwell**				
	36	28/02/26	Cleaning March - Gillingarra Hall	300.00	
			Total 893	**300.00**	L
			Total EFT00070	**150,828.47**	
	EFT Payment - EFT00069				
38	**106 - Stewart & Heaton Clothing Co**				
	SIN-4227726	24/02/26	(LGGS) BFB Uniform - Name Badges	22.44	
			Total 106	**22.44**	
39	**126 - Mogumber & Districts Progress Association**				
	48	26/02/26	Cleaning Mogumber Hall & Grounds 31 Mar 25 to 30 Jun 25 - 13 Weeks	1,040.00	
			Total 126	**1,040.00**	L
40	**14 - Australian Service Union WA**				
	PJ001043	11/03/26	Payroll Deduction - Union Dues	26.50	
			Total 14	**26.50**	

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	Payment / Invoice	Date	Description	Amount	
41	**143 - Rumbold Pty Ltd**				
	10807	27/02/26	Emergency Management - VP213 2024 Ford Ranger - New Battery	511.83	
			Total 143	**511.83**	
42	**147 - Morris Pest & Weed Control Pty Ltd**				
	INV_20260303_2515	03/03/26	Termite Treatment Old Road Board Building	2,739.00	
			Total 147	**2,739.00**	
43	**1572 - Exurban Pty Ltd (ATF Vista Trust)**				
	URP-4754	12/03/26	Town Planning Consultancy Services February 2026	4,675.33	
	URP-47540	04/03/26	Town Planning Consultancy Services Edmonds Street Subdivision February 2026	1,909.60	
			Total 1572	**6,584.93**	
44	**1597 - Shire of Victoria Plains**				
	ESA VIEWING PLATFORM	05/03/26	Building Permit - ESA Viewing Platform - 1-2026	171.65	
	BUILDING APPLICATION - 1-2025	05/03/26	Building Application - Administration Office Carport - 1-2025	171.65	
	BUILDING APPLICATION - 3-2025	05/03/26	Building Application - Cemetery Shelter - 3-2025	171.65	
	BUILDING APPLICATION - 2-2025	05/03/26	Building Application - Depot Carport - 2-2025	171.65	
	BUILDING APPLICATION - 2-2026	05/03/26	Building Application - Scoreboard Calingiri Football Pavilion - 2-2026	497.55	
			Total 1597	**1,184.15**	
45	**1626 - Rajaford Pty Ltd (Calingiri Traders)**				
	DEPOT INCIDENTALS - FEBRUARY 26	28/02/26	Depot Incidentals - February 26	49.30	
	SOVP - DEPOT FEBRUARY 2026	28/02/26	Depot Consumables & Minor Tools - February 2026	516.35	
	SOVP OFFICE - FEBRUARY 26	28/02/26	Office Admin Consumables - Feb 26	196.20	
			Total 1626	**761.85**	L
46	**1653 - D.E.C Contracting Pty Ltd**				
	0144	28/02/26	RRSP Tranche 1 Program #30004671 SLK 0.00-23.23 - Toodyay Bindi Bindi Rd - Vegetation Control	42,570.00	
			Total 1653	**42,570.00**	L
47	**1692 - CB Traffic Solutions Pty Ltd**				
	00022322	12/03/26	RRSP Tranche 1 Program #30004671 SLK 0.00-23.23 - Toodyay Bindi Bindi Rd - Traffic Control	20,359.11	
	00022387	12/03/26	RRSP Tranche 1 Program #30004671 SLK 0.00-23.23 - Toodyay Bindi Bindi Rd - Traffic Control	23,542.19	
			Total 1692	**43,901.30**	
48	**1762 - Rural Infrastructure Services**				
	1359	02/03/26	Provision of Project Management RRSP Tranche 1 Projects - February 2026 - Toodyay Bindi Bindi Road	2,693.32	
			Total 1762	**2,693.32**	
49	**1763 - Hersey's Safety Pty Ltd**				
	5044	24/02/26	Depot Safety Equipment - Rags, Hooks, Lifting Slings, Chains	853.05	
			Total 1763	**853.05**	
50	**1867 - Mortlock Electrical Pty Ltd**				
	1427	02/03/26	Electrical Services - Yerecoin Wayside & Admin	440.45	
			Total 1867	**440.45**	

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	Payment / Invoice	Date	Description	Amount	
51	**1885 - Calingiri Auto Centre (The Trustee for R J Glass Family Trust) t/as**				
	52019	25/02/26	Depot - Toyota Hilux VP793 - 150,000km Service	660.61	
			Total 1885	**660.61**	L
52	**1911 - Grants Empire**				
	00002475	26/02/26	Victoria Plains Waste Recycling Equipment Grant Application Writing Service	1,980.00	
			Total 1911	**1,980.00**	
53	**1941 - Salary Packaging Australia Pty Ltd**				
		26/02/26	Salary Packaging - Payroll Deduction	1,361.19	
		12/03/26	Salary Packaging - Payroll Deduction	1,361.19	
			Total 1941	**2,722.38**	
54	**1965 - CouncilFirst (Open Systems Technology Pty Ltd t/as)**				
	SI009520	17/02/26	Professional Services - January 26	687.50	
	SI009542	20/02/26	Microsoft Azure - January 26	5.48	
	SI009565	06/03/26	ICT CF Licence Jan 26	46.20	
			Total 1965	**739.18**	
55	**1980 - Centrecare Inc**				
	SI-0011443	31/01/26	EAP Counciling Services Annual Fee	715.00	
			Total 1980	**715.00**	
56	**1994 - Toodyay Building & Maintenance Services**				
	A1794	09/03/26	Site Office - Edmonds St Subdivision Block	6,000.00	
			Total 1994	**6,000.00**	
57	**1995 - Well Done International Pty Ltd**				
	00119903	28/02/26	After Hours Phone Messaging Service - Monthly Fees	252.58	
			Total 1995	**252.58**	
58	**2092 - Totally Workwear - Geraldton (Court 3 Pty Ltd ITF PL Unit Trust t/as)**				
	000100464902	24/02/26	Staff Uniform - CEO	124.08	
			Total 2092	**124.08**	
59	**2094 - Gary O'Brien**				
	52	05/03/26	Edmonds St Subdivision Block - 13 Tonnes of Yellow Sand (7 Loads)	728.00	
			Total 2094	**728.00**	L
60	**2108 - ForPark Pty Ltd**				
	104480	01/12/25	Supply Playground Equipment Option 2 - WSELV5-0177 Calingiri	53,702.00	
			Total 2108	**53,702.00**	
61	**2109 - Finrent Pty Ltd**				
	FA00156077	07/03/26	(LGGS) Calingiri BFB Printer - 25/26 Rental Payments	162.05	
			Total 2109	**162.05**	
62	**2145 - Maaman Marra Boodjar**				
	175	04/03/26	Building Maintenance - Bolgart Aged Unit 1, 43 George St	1,174.00	
			Total 2145	**1,174.00**	L
63	**2167 - Gordon Houston**				
	2526024	12/03/26	Contract Health Services - February 26	6,313.30	
			Total 2167	**6,313.30**	
64	**2195 - Telstra Limited**				
	I042378931-2	09/03/26	Starlink Services Bolgart Library - March 26	374.00	
			Starlink Services Mogumber Library - March 26	374.00	

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	Payment / Invoice	Date	Description	Amount	
			Total 2195	**748.00**	
65	**2208 - CQ Comms Pty Ltd (Outback Comms)**				
	0297	16/02/26	(FP) 5x BFB Appliances Starlink Subscription: 25/02/2026 - 24/03/2026	680.00	
			Total 2208	**680.00**	
66	**2237 - Calingiri Volunteer Bush Fire Brigade**				
	01/2026	28/02/26	Mitigation Activity Fund - Calingiri Prescribed Burn - MAF Treatment ID 26678 - Moora Central BFB	1,000.00	
			Total 2237	**1,000.00**	L
67	**2247 - Red Dust Landscape Supplies**				
	0060	09/03/26	Calingiri War Memorial - Supply and Installation of Artificial Turf	7,088.40	
			Total 2247	**7,088.40**	
68	**2248 - Westwide Auto Electrics**				
	23107	18/02/26	(LGGS) New Norcia 3.4U - Aircon Fault Repair	915.00	
			Total 2248	**915.00**	
69	**2253 - Wave Crest Projects Pty Ltd**				
	518	03/03/26	Admin Office - Patch And Render Front Wall Panel	5,500.00	
			Total 2253	**5,500.00**	
70	**2255 - Garry Stewart**				
	EMPLOYEE EXPENSES REFUND	25/02/26	Employee Expenses Reimbursement - Drivers Licence	48.20	
			Total 2255	**48.20**	
71	**2256 - Alex Gibson**				
	GYM KEY BOND REFUND	09/03/26	Gym Key Bond Refund	52.00	
			Total 2256	**52.00**	
72	**233 - BOC Limited**				
	4041236691	26/02/26	Gas Bottle Supplies 2025/26 - February	43.34	
			Total 233	**43.34**	
73	**52 - Avon Waste**				
	00075056	20/02/26	Waste Removal February 2026	2,117.73	
			Total 52	**2,117.73**	
74	**529 - Wallis Computer Solutions**				
	30854	05/03/26	Technician and Engineer Support - February 2026	68.75	
	30780	04/03/26	Xenex Business NBN and Internet Service 16 Yulgering Road and 19 Cavell St	231.00	
			Total 529	**299.75**	
75	**53 - The Farmco / Yerecoin Traders**				
	146189	16/02/26	Elected Members - Refreshments and Entertainment - February Briefing Session	214.50	
			Total 53	**214.50**	L
76	**555 - JLT Risk Solutions**				
	062-219399	04/03/26	Public Liability Insurance for Calingiri Subdivision and Caravan Park	22,770.00	
	062-219400	04/03/26	Materials Insurance for Calingiri Subdivision and Caravan Park	17,258.92	
			Total 555	**40,028.92**	
77	**594 - Dun Direct Pty Ltd**				
	01369507	20/02/26	Fuel Supplies 2025/26 - 5000 Litres Diesel	8,745.00	
			Total 594	**8,745.00**	

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	Payment / Invoice	Date	Description	Amount	
78	**63 - Australia Post**				
	1014589141	03/03/26	2025/26 Postage Fees - February	322.74	
			Total 63	**322.74**	
79	**78 - Team Global Express Pty Ltd**				
	0416-S432105	15/02/26	Freight Charges 02 Feb 26	58.94	
			Total 78	**58.94**	
80	**91 - Bolgart Rural Merchandise**				
	SOVP - FEBRUARY 2026	28/02/26	Depot Consumables - February 2026	1,134.21	
			Total 91	**1,134.21**	L
81	**99 - Country Copiers**				
	228220	03/03/26	Printer/Scanner Costs - Depot	29.37	
			Total 99	**29.37**	
			Total EFT00069	**247,628.10**	
			Grand Total - EFT Payment	**398,456.57**	

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	Payment / Invoice	Date	Description	Amount
Other				
	Other - PPIN03192			
82	**1065 - Shire of Victoria Plains - Credit Card**			
	CCDCEO2602	14/03/26	Coles - Staff Breakfast	11.00
			Aldi - Staff Breakfast	10.54
			Ebay - Library Materials - Calingiri, Bolgart & Mogumber	184.86
			Ebay - Library Materials - Calingiri, Bolgart & Mogumber	398.74
			Ebay - Library Materials - Calingiri, Bolgart & Mogumber	94.17
			Ebay - Library Materials - Calingiri, Bolgart & Mogumber	216.20
			Big W - Library Furniture - Calingiri, Bolgart & Mogumber	1,778.94
			Bunnings - Showerhead - 15 Lambert Crescent	19.97
			LG Pro - Finance Conference - DCEO	1,035.00
			West Australian - Local Town Planning Advert	1,009.50
			Personal property Register - Search of Claims on Shire Property	2.00
			Spotlight - Admin Office - Partitions Fabric	160.00
			Officeworks - Sit-Stand Desk Riser	239.00
			Coles - Admin Office - Coffee	25.00
			Bendigo Bank Fee	4.00
			Total 1065	**5,188.92**
			Total PPIN03192	**5,188.92**
	Other - PPIN03193			
83	**1065 - Shire of Victoria Plains - Credit Card**			
	CCWM2602	14/03/26	Caltex - Vehicle Fuel	194.23
			All Parts WA - Depot Trailer Parts - VP8205 & VP8206	25.67
			Bunnings - Depot Consumables	41.95
			Bunnings - Materials for Calingiri War Memorial	236.70
			Caltex - Vehicle Fuel	50.01
			Bolts R Us - Concrete for Calingiri War Memorial	30.87
			Bunnings - Materials for Edmonds St Subdivision Block	45.24
			Bunnings - Materiails for Administration Office	225.95
			Caltex - Vehicle Fuel	148.62
			SQ Soil Yourself - Materials for Administration Office	144.00
			Swan Quarries - Staff Training - Dust Granite Course	28.39
			Staples Australia - Materials for Edmonds St Subdivision Block	57.95
			Bendigo Bank Fee	4.00
			Starlink Internet - WSM Portable Vehicle Starlink Subscription	80.00
			Total 1065	**1,313.58**
			Total PPIN03193	**1,313.58**
	Other - PPIN03213			
84	**1065 - Shire of Victoria Plains - Credit Card**			
	CCCEO2602	14/03/26	Cab Charge	76.99
			Taxi Pay	87.99
			BP Greenwood - Vehicle Fuel	154.64

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	Payment / Invoice	Date	Description	Amount
			Fast Company Subscription- Innovation & Technology	64.23
			Fast Company Subscription - International Transaction Fee	1.93
			Farm Weekly - Monthly Subscription	22.50
			WA News - Monthly Subscription	32.00
			Starlink - Starlink Internet Subscription - CEO Vehicle	418.00
			Calingiri Traders - Vehicle Fuel	123.22
			Drop Box Monthly Subscription	136.00
			Drop Box International Transaction Fee	4.08
			Quantas - National General Assembly - Shire CEO Flights	2,726.15
			Quantas - National General Assembly - Shire President Flights	2,726.15
			Quantas - National General Assembly - Shire CEO - Seat Selection	75.00
			Quantas - National General Assembly - Shire CEO - Seat Selection	75.00
			Quantas - National General Assembly - Shire President - Seat Selection	75.00
			Quantas - National General Assembly - Shire President - Seat Selection	75.00
			Quantas - National General Assembly - Flights Refund	-449.31
			Quantas - National General Assembly - Flights Refund	-449.31
			Bendigo Bank Fee	4.00
			Calingiri Traders - Vehicle Fuel	137.84
			Total 1065	**6,117.10**
			Total PPIN03213	**6,117.10**
	Other - PPIN03291			
85	**1065 - Shire of Victoria Plains - Credit Card**			
	WMCC2603	31/03/26	Bunnings - Chain & Lock for Bolgart Tip	114.55
			Badgingarra Roadhouse - Vehicle Fuel	50.02
			Bunnings - Equipment for Depot Workshop	33.96
			Bunnings - Plant for Anzac Park	39.90
			Bunnings - Keys for Calingiri & Bolgart Tips	29.79
			7-Eleven - Vehicle Fuel	116.95
			BP - Vehicle Fuel	88.17
			Bendigo Bank Fee	4.00
			Total 1065	**477.34**
			Total PPIN03291	**477.34**
	Other - PPIN03293			
86	**1065 - Shire of Victoria Plains - Credit Card**			
	CESMCC2603	31/03/26	Starlink - Calingiri Bushfire Brigade Internet (LGGS)	139.00
			Starlink - Emergency Management 3 x Units	355.00
			Bendigo Bank - Card Fee	4.00
			Total 1065	**498.00**
			Total PPIN03293	**498.00**
	Other - PPIN03294			
87	**1065 - Shire of Victoria Plains - Credit Card**			
	CEOCC2603	31/03/26	Starlink Internet - CEO Vehicle	80.00

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Payment / Invoice	Date	Description	Amount
		Calingiri Traders - Vehicle Fuel	137.43
		Farm Weekly - Monthly Subscription	22.50
		Wheatbelt Business Network - Wheatbelt Futures Forum	185.00
		Calingiri Traders - Vehicle Fuel	148.54
		WA News - Monthly Subscription	32.00
		Dome Northam - Meals - Safe System for Local Government Workshop	15.45
		Dome Northam - Meals - Safe System for Local Government Workshop	64.50
		Calingiri Traders - Vehicle Fuel	73.96
		Crown Towers Perth - CEO's Forum - LG Inspector	1,479.02
		Dome Northam - Meals - Safe System for Local Government Workshop	12.45
		Dome Northam - Meals - Safe System for Local Government Workshop	44.35
		Dome Northam - Meals - Safe System for Local Government Workshop	63.00
		Dome Northam - Meals - Safe System for Local Government Workshop	46.65
		Crown Junction Grill - CEO's Forum - LG Inspector	102.15
		Drop Box Monthly Subscription	136.00
		Drop Box International Transaction Fee	4.08
		Crown Perth - CEO's Forum - LG Inspector	37.00
		Crown Towers Perth - CEO's Forum - LG Inspector	238.21
		Crown Towers Perth - CEO's Forum - LG Inspector	25.29
		Harvard Business Review Subscription	215.00
		Harvard Business Review Subscription - International Fee	6.45
		BP Greenwood - Vehicle Fuel	145.52
		PDF Guru - PDF Subscription	1.41
		PDF Guru - PDF Subscription - International Fee	0.04
		Calingiri Traders - Vehicle Fuel	118.94
		PDF Guru - PDF Subscription	1.41
		PDF Guru - PDF Subscription - International Fee	0.04
		Pan Pacific - WA Clean Energy Summit	1,141.29
		Live Taxi Payments - WA Clean Energy Summit	78.76
		Starlink Internet - CEO Vehicle	80.00
		Bendigo Bank Fee	4.00
		CEO's Vehicle Fuel	130.37
		Total 1065	**4,870.81**
		Total PPIN03294	**4,870.81**
Other - PPIN03299			
88	**1065 - Shire of Victoria Plains - Credit Card**		
DCEOCC2603	31/03/26	Kmart - Skipping Ropes - Calingiri Gym	8.00
		Aldi - Harmony Day - Tennis Balls	12.95
		Aldi - Chambers Refreshments - Sparkling Water	7.02
		CPP Convention Centre - Parking - Walsh Legal Matter	26.25
		Dome - Working Lunch - Walsh Matter Debrief	86.20
		Bendigo Bank Fee	4.00
		Total 1065	**144.42**

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	Payment / Invoice	Date	Description	Amount
			Total PPIN03299	**144.42**
	Other - PPIN03300			
89	**1065 - Shire of Victoria Plains - Credit Card**			
	CEOCC260401	31/03/26	Canva - Canva Subscription	164.99
			Total 1065	**164.99**
			Total PPIN03300	**164.99**
	Other - PPIN03190			
90	**1208 - Wright Express Australia Pty Ltd (WEX)**			
	FC2502	16/03/26	Fuel card charges - February 2026	13.18
			Total 1208	**13.18**
			Total PPIN03190	**13.18**
	Other - PPIN03214			
91	**140 - Water Corporation**			
	0188	04/03/26	Water Corp - 9007251196 - 15 Lambert Cres	507.01
			Total 140	**507.01**
			Total PPIN03214	**507.01**
	Other - PPIN03215			
92	**140 - Water Corporation**			
	0152	04/03/26	Water Corp - 9007251188 - 13 Lambert Cres	350.36
			Total 140	**350.36**
			Total PPIN03215	**350.36**
	Other - PPIN03216			
93	**140 - Water Corporation**			
	0192	20/03/26	Water Corp - 9007251022 - 16 Yulgering Road	273.81
			Total 140	**273.81**
			Total PPIN03216	**273.81**
	Other - PPIN03217			
94	**140 - Water Corporation**			
	0046	20/03/26	Water Corp - 9022528065 - 7 Emmanuel St, Bolgart	247.87
			Total 140	**247.87**
			Total PPIN03217	**247.87**
	Other - PPIN03218			
95	**140 - Water Corporation**			
	00046	20/03/26	Water Corp - 9022582057 - 5 Emmanuel St, Bolgart	273.81
			Total 140	**273.81**
			Total PPIN03218	**273.81**
	Other - PPIN03219			
96	**140 - Water Corporation**			
	0145	20/03/26	Water Corp - 9010777017 - Unit 2/11 Harrington St	49.62
			Total 140	**49.62**
			Total PPIN03219	**49.62**
	Other - PPIN03220			
97	**140 - Water Corporation**			
	0107	23/03/26	Water Corp - 9007250724 - 7 Harrington St	150.17
			Total 140	**150.17**
			Total PPIN03220	**150.17**
	Other - PPIN03221			
98	**140 - Water Corporation**			
	0191	05/03/26	Water Corp - 9007251233 - 12 Harrington St	213.66

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	Payment / Invoice	Date	Description	Amount
			Total 140	**213.66**
			Total PPIN03221	**213.66**
	Other - PPIN03222			
99	**140 - Water Corporation**			
	00145	05/03/26	Water Corp - 9010777009 - Unit 1/11 Harrington St	63.98
			Total 140	**63.98**
			Total PPIN03222	**63.98**
	Other - PPIN03223			
100	**140 - Water Corporation**			
	0150	05/03/26	Water Corp - 9010777025 - Unit 3/11 Harrington St	51.67
			Total 140	**51.67**
			Total PPIN03223	**51.67**
	Other - PPIN03224			
101	**140 - Water Corporation**			
	0148	05/03/26	Water Corp - 9010777033 - Unit 4/11 Harrington St	72.19
			Total 140	**72.19**
			Total PPIN03224	**72.19**
	Other - PPIN03225			
102	**140 - Water Corporation**			
	00148	05/03/26	Water Corp - 9010777041 - 11 Harrington St - Gardens & Surrounds	775.68
			Total 140	**775.68**
			Total PPIN03225	**775.68**
	Other - PPIN03245			
103	**140 - Water Corporation**			
	0154	04/03/26	9007250599 - Admin Office	912.64
			Total 140	**912.64**
			Total PPIN03245	**912.64**
	Other - PPIN03246			
104	**140 - Water Corporation**			
	0122	04/03/26	9007250564 - Calingiri War Memorial	436.74
			Total 140	**436.74**
			Total PPIN03246	**436.74**
	Other - PPIN03248			
105	**140 - Water Corporation**			
	0159	25/03/26	9007249010 - Bolgart Standpipe	329.56
			Total 140	**329.56**
			Total PPIN03248	**329.56**
	Other - PPIN03249			
106	**140 - Water Corporation**			
	0189	04/03/26	9007250388 - Calingiri Caravan Park	314.77
			Total 140	**314.77**
			Total PPIN03249	**314.77**
	Other - PPIN03250			
107	**140 - Water Corporation**			
	0112	04/03/26	9007249547 - Bolgart Aged Unit 1	303.47
			Total 140	**303.47**
			Total PPIN03250	**303.47**
	Other - PPIN03251			

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	Payment / Invoice	Date	Description	Amount
108	**140 - Water Corporation**			
	0108	04/03/26	9007249555 - Bolgart Aged Unit 2	128.58
			Total 140	**128.58**
			Total PPIN03251	**128.58**
	Other - PPIN03252			
109	**140 - Water Corporation**			
	0146	04/03/26	9007249168 - Bolgart Hall	90.36
			Total 140	**90.36**
			Total PPIN03252	**90.36**
	Other - PPIN03253			
110	**140 - Water Corporation**			
	0156	04/03/26	9007250871 - Depot	114.46
			Total 140	**114.46**
			Total PPIN03253	**114.46**
	Other - PPIN03254			
111	**140 - Water Corporation**			
	0190	04/03/26	9007251268 - Calingiri Sports Pavilion	90.36
			Total 140	**90.36**
			Total PPIN03254	**90.36**
	Other - PPIN03255			
112	**140 - Water Corporation**			
	0157	04/03/26	9007250628 - Calingiri Hall	66.26
			Total 140	**66.26**
			Total PPIN03255	**66.26**
	Other - PPIN03256			
113	**140 - Water Corporation**			
	0155	04/03/26	9007249600 - Bolgart Caravan Park	45.18
			Total 140	**45.18**
			Total PPIN03256	**45.18**
	Other - PPIN03257			
114	**140 - Water Corporation**			
	0149	04/03/26	9007250396 - Old Road Board	12.05
			Total 140	**12.05**
			Total PPIN03257	**12.05**
	Other - PPIN03258			
115	**140 - Water Corporation**			
	00190	05/03/26	9007318370 - Yerecoin Standpipe	359.35
			Total 140	**359.35**
			Total PPIN03258	**359.35**
	Other - PPIN03179			
116	**141 - BENDIGO BANK - GOOMALLING BRANCH**			
	BFC250301	01/03/26	Bank charges	425.52
			Total 141	**425.52**
			Total PPIN03179	**425.52**
	Other - PPIN03180			
117	**141 - BENDIGO BANK - GOOMALLING BRANCH**			
	BFC260302	02/03/26	Bank Charges - DE Fees	2.48
			Total 141	**2.48**
			Total PPIN03180	**2.48**

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	Payment / Invoice	Date	Description	Amount
Other - PPIN03184				
118	**141 - BENDIGO BANK - GOOMALLING BRANCH**			
	BFC260306	06/03/26	Bank Deposit Fee - Australia Post	4.00
			Total 141	**4.00**
			Total PPIN03184	**4.00**
Other - PPIN03186				
119	**141 - BENDIGO BANK - GOOMALLING BRANCH**			
	BFC260311	11/03/26	Bank Charges - DE Fees	4.20
			Bank charges - Tyro Fees - February 2026	484.93
			Total 141	**489.13**
			Total PPIN03186	**489.13**
Other - PPIN03188				
120	**141 - BENDIGO BANK - GOOMALLING BRANCH**			
	BFC260313	13/03/26	Bank Deposit Fee - Australia Post	4.00
			Total 141	**4.00**
			Total PPIN03188	**4.00**
Other - PPIN03189				
121	**141 - BENDIGO BANK - GOOMALLING BRANCH**			
	CCCESM2602	14/03/26	Starlink - Calingiri Bushfire Brigade Internet (LGGS)	139.00
			Starlink - Emergency Management 3 x Units	355.00
			4WD Outdoor SupaCentre - Kings Fridge and Accessories	559.63
			Bendigo Bank - Card Fee	4.00
			Total 141	**1,057.63**
			Total PPIN03189	**1,057.63**
Other - PPIN03191				
122	**141 - BENDIGO BANK - GOOMALLING BRANCH**			
	BFC260316	16/03/26	Bank Charges - DE Fees	6.60
			Total 141	**6.60**
			Total PPIN03191	**6.60**
Other - PPIN03212				
123	**141 - BENDIGO BANK - GOOMALLING BRANCH**			
	BFC260320	20/03/26	Bank Deposit Fee - Australia Post	4.00
			Total 141	**4.00**
			Total PPIN03212	**4.00**
Other - PPIN03227				
124	**141 - BENDIGO BANK - GOOMALLING BRANCH**			
	BFC260325	25/03/26	Bank Charges - DE Fees	4.20
			Total 141	**4.20**
			Total PPIN03227	**4.20**
Other - PPIN03283				
125	**141 - BENDIGO BANK - GOOMALLING BRANCH**			
	BFC260327	27/03/26	Bank Deposit Fee - Australia Post	4.00
			Total 141	**4.00**
			Total PPIN03283	**4.00**
Other - PPIN03286				
126	**141 - BENDIGO BANK - GOOMALLING BRANCH**			
	BFC260330	30/03/26	Bank Charges - DE Fees	5.55

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	Payment / Invoice	Date	Description	Amount
			Total 141	**5.55**
			Total PPIN03286	**5.55**
	Other - PPIN03181			
127	**1421 - Shire of Victoria Plains**	**(Department Of Transport)**		
	DOT260226	03/03/26	Transport Licensing Transactions 26/2/26	449.20
			Total 1421	**449.20**
			Total PPIN03181	**449.20**
	Other - PPIN03183			
128	**1421 - Shire of Victoria Plains**	**(Department Of Transport)**		
	DOT260303	05/03/26	Transport Licensing Transactions 3/3/26	609.95
			Total 1421	**609.95**
			Total PPIN03183	**609.95**
	Other - PPIN03185			
129	**1421 - Shire of Victoria Plains**	**(Department Of Transport)**		
	DOT260326	10/03/26	Transport Licensing Transactions 6/3/26	20.50
			Total 1421	**20.50**
			Total PPIN03185	**20.50**
	Other - PPIN03187			
130	**1421 - Shire of Victoria Plains**	**(Department Of Transport)**		
	DOT260310	12/03/26	Transport Licensing Transactions 10/03/26	2,059.80
			Total 1421	**2,059.80**
			Total PPIN03187	**2,059.80**
	Other - PPIN03198			
131	**1421 - Shire of Victoria Plains**	**(Department Of Transport)**		
	DOT260313	17/03/26	Transport Licensing Transactions 13/03/2026	469.75
			Total 1421	**469.75**
			Total PPIN03198	**469.75**
	Other - PPIN03199			
132	**1421 - Shire of Victoria Plains**	**(Department Of Transport)**		
	DOT260317	19/03/26	Transport Licensing Transactions 17/03/2026	168.00
			Total 1421	**168.00**
			Total PPIN03199	**168.00**
	Other - PPIN03226			
133	**1421 - Shire of Victoria Plains**	**(Department Of Transport)**		
	DOT260320	24/03/26	Transport Licensing Transactions 20/03/2026	3,136.40
			Total 1421	**3,136.40**
			Total PPIN03226	**3,136.40**
	Other - PPIN03228			
134	**1421 - Shire of Victoria Plains**	**(Department Of Transport)**		
	DOT260324	25/03/26	Transport Licensing Transactions 24/03/26	32.00
			Total 1421	**32.00**
			Total PPIN03228	**32.00**
	Other - PPIN03247			
135	**1421 - Shire of Victoria Plains**	**(Department Of Transport)**		
	DOT260323	26/03/26	Transport Licensing Transactions 23/03/2026	32.00
			Total 1421	**32.00**
			Total PPIN03247	**32.00**
	Other - PPIN03288			
136	**1421 - Shire of Victoria Plains**	**(Department Of Transport)**		

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	Payment / Invoice	Date	Description	Amount
	DOT260326 A	31/03/26	Transport Licensing Transactions 26/03/2026	1,690.40
			Total 1421	**1,690.40**
			Total PPIN03288	**1,690.40**
	Other - PPIN03289			
137	**1421 - Shire of Victoria Plains (Department Of Transport)**			
	DOT260327	31/03/26	Transport Licensing Transactions 27/03/26	352.10
			Total 1421	**352.10**
			Total PPIN03289	**352.10**
	Other - PPIN03194			
138	**18 - Synergy**			
	2046653157	18/02/26	Synergy - Piawaning Desalination - Dec 25 to Feb 26	177.65
			Total 18	**177.65**
			Total PPIN03194	**177.65**
	Other - PPIN03195			
139	**18 - Synergy**			
	2002748974	18/02/26	Synergy - Mogumber Library - Dec 25 to Feb 26	189.37
			Total 18	**189.37**
			Total PPIN03195	**189.37**
	Other - PPIN03196			
140	**18 - Synergy**			
	2180525221	20/02/26	Synergy - Mogumber Hall - Dec 25 to Feb 26	229.15
			Total 18	**229.15**
			Total PPIN03196	**229.15**
	Other - PPIN03197			
141	**18 - Synergy**			
	2112503720	26/02/26	Synergy - Parker Road Bore Pump - Dec 25 to Feb 26	2,151.64
			Total 18	**2,151.64**
			Total PPIN03197	**2,151.64**
	Other - PPIN03284			
142	**18 - Synergy**			
	2300001040	27/03/26	Streetlights - 240 020 510 - Jan to Feb 26	1,576.72
			Total 18	**1,576.72**
			Total PPIN03284	**1,576.72**
	Other - PPIN03285			
143	**18 - Synergy**			
	0.50001828	10/03/26	Gillingarra Fire Station - 518 204 340	171.19
			Total 18	**171.19**
			Total PPIN03285	**171.19**
	Other - PPIN03182			
144	**2 - WESTERN AUSTRALIAN TREASURY CORPORATION**			
	260303LOAN84	03/03/26	Loan 84 Repayment	9,938.62
			Total 2	**9,938.62**
			Total PPIN03182	**9,938.62**
	Other - PPIN03130			
145	**20 - Telstra Corporation Ltd**			
	158 3901 424 - MARCH 26	09/03/26	CCTV Calingiri Tip	20.00
			Shire Deputy President	20.00
			CESM iPad	20.00

PUBLIC OCM AGENDA

Payment / Invoice	Date	Description	Amount
		Administration Housing iPad	20.00
		Councillor iPad - N. Smith	20.00
		Councillor iPad - E. Williams	20.00
		Councillor iPad - R. Johnson	20.00
		Shire President	20.00
		Depot Emergency Works	35.99
		Emergency Management Officer	35.99
		Audit Committee	20.00
		CEO iPad - Not In Use	20.00
		CFS	35.99
		CEO iPhone - Not In Use (Diverted to Personal)	35.99
		Works & Services Manger	35.99
		Covert Camera - 00029	20.00
		Covert Camera - 00028	20.00
		Covert Camera - 00019	20.00
		Covert Camera - 00027	20.00
		Covert Camera - 00026	20.00
		Covert Camera - 00030	20.00
		Community Safety Officer iPad	20.00
		CCTV Yerecoin Toilets	20.00
		CCTV - Mogumber Hall	20.00
		CCTV - Piawaning Hall	20.00
		CCTV - Bolgart Tip	20.00
		CCTV - Calingiri Football Pavilion	20.00
		Fire Data (iPad)	20.00
		Fire Data (iPad)	20.00
		Fire Data (iPad)	20.00
		Fire Data (iPad)	20.00
		Fire Data (iPad)	20.00
		DCEO	35.99
		Fire Data (iPad)	20.00
		Fire Data (iPad)	20.00
		Community Safety Officer (Laptop)	20.00
		CESM	35.99
		Total 20	**851.93**
		Total PPIN03130	**851.93**
Other - PPIN03200			
146 20 - Telstra Corporation Ltd			
K632890961-3	02/03/26	Administration - Line 3	41.44
		Adminstration - Line 1	373.15
		Administration - Fax	34.95
		Administration - Line 2	41.44
		Works Manager - 12 Harrington St	34.95
		Depot	40.95
		Depot	34.95
		Administration	83.94
		Administration - Line 4	41.44
		Depot	34.95
		Whispir SMS	1,214.78

PUBLIC COMAGENDA

	Payment / Invoice	Date	Description	Amount
			Administration - Internet & Data	204.60
			13 Lambert Cres - CEO Internet & Data	120.00
			Calingiri Football Pavilion - Internet & Data	120.00
			Depot - Internet & Data	120.00
			15 Lambert Cres - DCEO - Internet & Data	120.00
			12 Harrington St - WSM - Internet & Data	120.00
			Administration - Internet & Data	382.58
			Additional Charges - Equipment	-0.04
			Total 20	**3,164.08**
			Total PPIN03200	**3,164.08**
	Other - PPIN03259			
147	**2121 - Ricoh Australia Pty Ltd**			
	INV-251041-T6Y9S0	12/02/26	Admin Printer Lease March 2026	214.50
			Total 2121	**214.50**
			Total PPIN03259	**214.50**
	Other - DD00049			
148	**V0001 - SuperStream Clrg House Vendor**			
	PJ001043	11/03/26	Superannuation Contribution - From Payroll	1,118.97
	PPE11032026	11/03/26	Superannuation Contribution	10,124.69
			Total V0001	**10,124.69**
			Total DD00049	**11,243.66**
	Other - DD00050			
149	**V0001 - SuperStream Clrg House Vendor**			
	PJ001113	25/03/26	Superannuation Contribution - From Payroll	1,070.21
	PPE25032026	25/03/26	Superannuation Contribution	10,015.08
			Total V0001	**10,015.08**
			Total DD00050	**11,085.29**
			Grand Total - Other	**77,042.96**
	Payroll			
150	**PJ001043**			
	PPE11032026	11/03/2026	Wages Payment PE11/03/2026	57,787.08
			Total PJ001043	**57,787.08**
	Payroll			
151	**PJ001113**			
	PPE25032026	25/03/2026	Wages Payment PE25/03/2026	57,487.25
			Total PJ001113	**57,487.25**
			Grand Total - Payroll	**115,274.33**
			GRAND TOTAL - OTHER AND PAYROLL	**192,317.29**

PUBLIC OCM AGENDA

Payment Type	References from - to	$ Amount
Creditor EFT Payment**	EFT00069 - EFT00070	398,456.57
Direct Debit Payment**	PPIN002980 – PPIN03128 DD00049-DD00050	57,196.99
Credit Card – Bendigo Bank	PPIN03192	5,188.92
	PPIN03193	1,313.58
	PPIN03213	6,117.10
	PPIN03291	477.34
	PPIN03293	498.00
	PPIN03294	4,870.81
	PPIN03299	144.42
	PPIN03300	164.99
	PPIN03189	1,057.63
Fuel Card – Wright Express	PPIN03065	13.18
Salaries and Wages EFT	PE11/03/26;PE25/03/26	115,274.33
Petty Cash Cheque		-
Trust Payments		-
	TOTAL	**590,773.86**

Local Spending	$	%
Local Supplier	101,134.00	17.12%
Payroll	115,274.33	19.51%
Total	**216,408.33**	**36.63%**

PUBLIC OCM AGENDA

Payment Type	References from - to	$ Amount
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	PPIN03300	164.99
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Fuel Card – Wright Express	PPIN03065	13.18
Salaries and Wages EFT	PE11/03/26;PE25/03/26	115,274.33
Petty Cash Cheque		-
Trust Payments		-
	TOTAL	590,773.86

Local Spending	$	%
Local Supplier	101,134.00	17.12%
Payroll	115,274.33	19.51%
Total	**216,408.33**	**36.63%**

PUBLIC COM AGENDA

9.2 Monthly Financial Statements - March 2026

File Reference	
Report Date	21 April 2026
Applicant/Proponent	Shire of Victoria Plains
Officer Disclosure of Interest	Nil
Previous Meeting Reference	Nil
Prepared by	Colin Ashe – Deputy Chief Executive Officer
Senior Officer	Sean Fletcher – Chief Executive Officer
Authorised by	Sean Fletcher – Chief Executive Officer
Attachments	1. Monthly Financial Statements - Mar 26

PUBLIC OCM AGENDA

PURPOSE

To receive the monthly financial statements for the period ending 31 Mar 2026.

BACKGROUND

Section 6.4 of the Local Government Act 1995 requires a Local Government to prepare financial reports.

The Local Government (Financial Management) Regulations 34 & 35 set out the form and content of the financial reports which have been prepared for the periods as above and are presented to Council for approval.

COMMENT

The shire is broadly on track to meet its budgetary commitments and actuals are comparable to the YTD budget.

Much of the capital program has been completed with only finalisation of audible markers for Regional Road Safety Program (RRSP), invoicing for ESA Tourism Development and Gillingarra Water projects to be completed by EOFY.

The budget review No.2 has been incorporated into the financial statements reflected as a ($253,431) deficit forecast at financial year end. This is likely to increase with the current fuel crisis which is yet to truly impact financially.

The other risk is Grants Commission final payment – this usually occurs on the 30 Jun 26 and $1,060,349 is required to meet budget expectations.

The current surplus as at 31 Mar 26 is $3,409,464 against a YTD budget of $3,456,308, a difference of ($46,844).

NOTES TO ACCOUNT

The following presents a summary and analysis of the key points in the Mar 26 Financial Statements.

Note 1 Net Current Funding Position:

This reflects the liquidity of the shire, calculated as current assets less current liabilities, aligning with the Statement of Financial Activity (Rate Setting Statement) amounting to $3,409,464.

Whilst this is a positive result, some project monies have been received in advance without the offsetting expenditure which has the effect of over-inflating the position. Examples include Mitigation Activity Fund (MAF), ESA Tourism Development and Gillingarra Water Projects.

Note 2 Cash and Financial Assets:

The current total cash position balance is $4,074,875 with an Unrestricted Municipal Bank Balance of $285,909 and $3,788,966 in Restricted Funding, the latter comprising:

$720,671 in Reserves.
$3,068,295 major grant funding received and quarantined fully cash backed. This amount is the Shire of Victoria Plains portion of CEI (see note 11).

Note 4 – Debtors:

An overall (net) balance of $101,085 comprising of:

- $68,834 in rate debtors analysed below.
- $12,806 in statutory receivables or pensioner rebate claims lodged with state revenue.
- $2,136 in sundry debtors inclusive of Fine Enforcement Registry (FER) for $986.

In terms of Rate Debtors, this can be further analysed as:

- $52,467 on instalment plans (60%).
- $15,807 on ad hoc payment plans of which are actively being managed to ensure balances are cleared by 30 Jun 26 (18%).
- $17,034 with debt collection services (19%).
- $1,500 in mining tenements that have been surrendered. This balance has reduced significantly since last month hence reason for the rates variance.

PUBLIC OCM AGENDA

Note 5 Reserves:

Funds transfer of $77,309 from Reserves are yet to occur and will continue to be monitored for need closer to 30 Jun 26.

Note 6 – Plant Disposals

Except for the CEO vehicle which is due for changeover by end of Apr 26 all plant purchases and disposals have occurred. Currently this $10,045 under the budgeted change over cost pending capital cost and disposal price for this last purchase.

Note 7 – Capital Program

The major expenditure in the capital program has been completed with the remaining items, post budget review expected to be completed by EOFY. Remaining projects can be summarised as follows:

Item	$	Comment
CEO Vehicle	100,000	Replacement scheduled Apr 26
Admin Storage and Roller Doors	22,000	Completion by 30 Jun 26
Housing Development	4,567,000	Exp and funding into 26-27 no budget impact
Calingiri Sportsclub	25,000	Completion by 30 Jun 26
Calingiri Oval Scoreboard	80,000	Completion by 30 Jun 26 (TBC with Club)
Calingiri Playground	52,000	Completion by 31 May 26 (Lotterywest component)

Equipment		
Depot Renovations	60,000	Completion by 31 May 26
RRSP – Toodyay Bindi	2,428,855	Awaiting audible line marking
RRSP - WHW	823,540	Awaiting audible line marking
Gillingarra Emergency Water CWSP	86,180	Completion by 30 Jun 26
Gillingarra Community Water CWSP	93,912	Completion by 30 Jun 26
Gillingarra Truckfill CWSP	128,741	Completion by 30 Jun 26
ESA Tourism Development	350,000	Completion by 31 May 26, funding offset

Note 8 – Loans

Self-Supporting Loan 83 for the Calingiri Football Club and Loan 85 Grader and Roller remain as the final payments for 25-26.
The loan application for replacement Graders has been submitted to Treasury and advice should be forthcoming in May 26. If successful there will be no impact too the 25-26 budget as first repayments will occur in 26-27.

Note 9 – Payables

All legacy Contingent Liabilities have now been extinguished and whilst there is likely to be a component (CEI) at EOFY, the intent will be to have this cash backed so there is no impact on future budgets.

Note 10 – Grants and Subsidies

Delays in audible line marking has meant the final claim cannot be made for RRSP projects. At this stage the forecast is end of May 26.

LRCI final payment was received in Mar 26 and this now officially closes this program in its entirety (but audit will still need to occur).

First milestone for the ESA Tourism Development has been received for $300,000 and will need to be quarantined pending invoicing.

Lotterywest funding to complete the Calingiri Playground surrounds for $13,132 has been received.

No advice on the Central Precinct Grant has been received and at this late stage of the FY is unlikely to be received. This will have no effect on the budget as no capital expenditure will occur.

For carried forward water grants, the only one remaining is the Strategic Water Plan which will be subject to council endorsement before payment is made.

The remaining 25-26 grant applications have the following status:

- Gillingarra Emergency Water – milestone 1 payment received
- Gillingarra Community Water – milestone 1 payment received
- Gillingarra Truckfill – milestone 1 payment received

Under operating grants as earlier advised a further $$1,060,349 is budgeted to be received from the Grants Commission by 30 Jun 26. Management is unable to forecast with any certainty what the actual amount will be but anything less will add to the budget deficit.

PUBLIC OCM AGENDA

Note 11 – Restricted Funds

The table illustrates:

- excess cash backed funds for the subdivision project
- monies owed for RRSP back to the shire; this will only adjust when the final invoice for audible line marking and the final claim to MRWA is made.
- monies received for the ESA Tourism Development Project than needs to be cash backed until invoices are received.
- Water Grants and Lotterywest are expected to be completed shortly and therefore do not need cash backing.

Note 12 – LRCI Program

This program is now fully complete and acquittal is in progress.

Whilst there is now some further work to be completed on the Calingiri Playground Equipment, this is funded through Lotterywest and outside the scope of LRCI acquittal requirements.

Note 13 – LGGS Program

Reallocation of budget line items has occurred in consultation with responsible officers with a small amount of expenditure to occur by EOFY. Accordingly, there is no major variance to report.

Note 14 – Material Variances

Details have been provided with greater granularity on variances with most variances offsetting each other in terms of income and expenditure.

Employee Costs continue to have the largest variance ($133,496) and are due to delays in sub-division funding which impacted on commencement of the works and subsequently, outside crew cost allocation.

An additional impact contributing to the variance is workers compensation payments amounting to $24,419 which is categorised as an employee cost, but not normally budgeted for.

Through last months report it was communicated this variance would reduce but in fact it has increased. Whilst expenditure for the month was $62,513, only $14,806 of this was attributable to outside crew costs. A concerted effort will be required until the EOFY to ensure the project remains on schedule and budget variance of this type is reduced.

PUBLIC OCM AGENDA

CONSULTATION

Chief Executive Officer, Sean Fletcher.

Manager Works and Services, Silvio Brenzi.

Chief Financial Officer, Zoe Clayton.

Co-ordinator Financial Services, Glenn Deocampo.

STATUTORY CONTEXT

Local Government (Financial Management) Regulations 1996 –

r.34 – financial activity statement required each month and details of what is to be included.

CORPORATE CONTEXT

Local Government (Financial Management) Regulations 1996 –

- r.34 – financial activity statement required each month and details of what is to be included.

Strategic Business Plan/Corporate Business Plan

STRATEGIC PRIORITIES	WE KNOW WE ARE SUCCEEDING WHEN
4. CIVIC LEADERSHIP	
4.3 Proactive and well governed Shire	External audits and reviews confirm compliance
	We have sound financial management policies and attract external funding to help achieve our goals
	Councilors attend training and feel supported in their role
	Council is supported by a skilled team

PUBLIC OCM AGENDA

Delegation

Nil

Policy Implications

Policy Manual –

- 3 Financial Management

Other Corporate Document

Nil

Risk Analysis

Consequence	Consequence Rating:	Likelihood Rating:	Risk Rating	Risk Acceptance/ Controls	Mitigation and Outcome
Compliance	Extreme (5) Non-compliance results in litigation, criminal charges or significant damages or penalties to Shire/Officers	Unlikely (2) The event could occur at some time	High (10)	Senior Management Team / CEO Risk acceptable with excellent controls, managed by senior management / executive and subject to monthly monitoring	Policies and processes including preparation by Finance staff ensure that the residual risk is moderate.

FINANCIAL IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

Officer Recommendation

That Council **RECEIVE** the 31 March 2026 Monthly Financial Statements as presented.

PUBLIC OCM AGENDA

Shire of Victoria Plains
Space to Grow

Shire of Victoria Plains
28 Cavell Street
Calingiri WA 6569
T +61 (0) 8 9628 7004
www.victoriaplains.wa.gov.au

SHIRE OF VICTORIA PLAINS

MONTHLY FINANCIAL REPORT

FOR THE PERIOD ENDED 31 MARCH 2026

PUBLIC OCM AGENDA

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

SHIRE OF VICTORIA PLAINS
MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDING 31 MARCH 2026

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PUBLIC OCM AGENDA

SHIRE OF VICTORIA PLAINS
STATEMENT OF COMPREHENSIVE INCOME
FOR THE MONTH ENDED 31 MARCH 2026

	Note	Annual Budget	Amended Budget	YTD Budget	YTD Actual
		$		$	$
Revenue					
Rates		4,135,598	4,080,477	4,080,477	4,067,086
Grants, subsidies and contributions	10b	2,272,986	2,272,986	1,005,298	1,002,844
Fees and charges		309,923	246,959	215,109	236,366
Interest revenue		72,744	72,744	44,400	57,991
Other revenue		38,960	101,924	93,799	171,951
		6,830,211	6,775,090	5,439,083	5,536,239
Expenses					
Employee costs		(2,058,532)	(2,091,812)	(1,511,197)	(1,644,693)
Materials and contracts		(2,615,003)	(2,580,044)	(1,742,784)	(1,685,524)
Utility charges		(118,350)	(124,929)	(93,373)	(79,677)
Depreciation		(3,673,554)	(3,673,554)	(2,755,166)	(2,751,675)
Finance costs		(50,377)	(50,377)	(47,395)	(34,989)
Insurance		(195,445)	(195,445)	(195,445)	(206,120)
Other expenditure		(218,676)	(218,676)	(135,998)	(118,366)
		(8,929,937)	(8,934,837)	(6,481,357)	(6,521,045)
		(2,099,726)	(2,159,747)	(1,042,275)	(984,807)
Capital grants, subsidies and contributions	10a	11,944,564	11,484,147	7,299,754	7,308,753
Profit on asset disposals	6	76,764	75,073	57,192	74,052
Loss on asset disposals	6	(7,102)	(20,037)	(17,985)	-
		12,014,226	11,539,184	7,338,961	7,382,805
Net result for the period		**9,914,500**	**9,379,437**	**6,296,686**	**6,397,998**
Total comprehensive income for the period		**9,914,500**	**9,379,437**	**6,296,686**	**6,397,998**

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

PUBLIC OCM AGENDA

SHIRE OF VICTORIA PLAINS
STATEMENT OF FINANCIAL ACTIVITY
FOR THE MONTH ENDED 31 MARCH 2026

	Note	Annual Budget	Amended Budget	YTD Budget	YTD Actual
		$		$	$
OPERATING ACTIVITIES					
Revenue from operating activities					
General rates		4,135,598	4,080,477	4,080,477	4,067,086
Grants, subsidies and contributions	10b	2,272,986	2,272,986	1,005,298	1,002,844
Fees and charges		309,923	246,959	215,109	236,366
Interest revenue		72,744	72,744	44,400	57,991
Other revenue		38,960	101,924	93,799	171,951
Profit on asset disposals	6	76,764	75,073	57,192	74,052
		6,906,975	6,850,164	5,496,274	5,610,290
Expenditure from operating activities					
Employee costs		(2,058,532)	(2,091,812)	(1,511,197)	(1,644,693)
Materials and contracts		(2,615,003)	(2,580,044)	(1,742,784)	(1,685,524)
Utility charges		(118,350)	(124,929)	(93,373)	(79,677)
Depreciation		(3,673,554)	(3,673,554)	(2,755,166)	(2,751,675)
Finance costs		(50,377)	(50,377)	(47,395)	(34,989)
Insurance		(195,445)	(195,445)	(195,445)	(206,120)
Other expenditure		(218,676)	(218,676)	(135,998)	(118,366)
Loss on asset disposals	6	(7,102)	(20,037)	(17,985)	-
		(8,937,039)	(8,954,873)	(6,499,343)	(6,521,045)
Non-cash amounts excluded from operating activities	1	3,603,893	3,618,518	2,715,959	2,677,623
Amount attributable to operating activities		1,573,829	1,513,808	1,712,891	1,766,868
INVESTING ACTIVITIES					
Inflows from investing activities					
Capital grants, subsidies and contributions	10a	11,944,564	11,484,147	7,299,754	7,308,753
Proceeds from disposal of assets	6	280,500	265,875	276,563	174,009
Proceeds from financial assets at amortised cost - self-supporting loans		23,872	23,872	11,787	11,307
		12,248,936	11,773,894	7,588,104	7,494,069
Outflows from investing activities					
Acquisition of property, plant and equipment	7	(7,532,772)	(8,085,049)	(772,749)	(776,845)
Acquisition of infrastructure	7	(5,403,522)	(4,991,919)	(3,830,346)	(3,826,626)
		(12,936,294)	(13,076,968)	(4,603,095)	(4,603,471)
Non-cash amounts excluded from investing activities		-		-	-
Amount attributable to investing activities		(687,358)	(1,303,074)	2,985,009	2,890,599
FINANCING ACTIVITIES					
Inflows from financing activities					
Proceeds from borrowings	8	-	750,000	-	-
Transfers from reserve accounts	5	77,309	67,309	-	-
		77,309	817,309	-	-
Outflows from financing activities					
Repayment of borrowings	8	(288,565)	(288,565)	(256,183)	(255,584)
Transfers to reserve accounts	5	(40,000)	(30,000)	(22,500)	(7,538)
		(328,565)	(318,565)	(278,683)	(263,122)
Non-cash amounts excluded from financing activities		-	-	-	(21,973)
Amount attributable to financing activities		(251,256)	498,744	(278,683)	(285,095)
MOVEMENT IN SURPLUS OR DEFICIT					
Surplus or deficit at the start of the financial year		(925,728)	(962,909)	(962,909)	(962,909)
Amount attributable to operating activities		1,573,829	1,513,808	1,712,891	1,766,868
Amount attributable to investing activities		(687,358)	(1,303,074)	2,985,009	2,890,600
Amount attributable to financing activities		(251,256)	498,744	(278,683)	(285,095)
Surplus or deficit after imposition of general rates		**(290,513)**	**(253,431)**	**3,456,308**	**3,409,464**

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

PUBLIC OCM AGENDA

SHIRE OF VICTORIA PLAINS
STATEMENT OF FINANCIAL POSITION
AS AT 31 MARCH 2026

	Note	25/26	24/25
		$	$
CURRENT ASSETS			
Cash and cash equivalents	2	4,074,875	1,241,602
Trade and other receivables	4a	101,085	239,754
Other financial assets		15,237	624,571
Inventories		47,984	48,342
Other assets		79,009	204,406
TOTAL CURRENT ASSETS		4,318,190	2,358,674
NON-CURRENT ASSETS			
Trade and other receivables	4b	17,050	17,050
Other financial assets		134,725	134,725
Property, plant and equipment		12,943,089	12,764,735
Infrastructure		130,218,174	128,644,690
TOTAL NON-CURRENT ASSETS		143,313,038	141,561,201
TOTAL ASSETS		147,631,228	143,919,875
CURRENT LIABILITIES			
Trade and other payables	9a	101,550	2,022,628
Other liabilities	9b	1,034	324,453
Borrowings	8	35,653	313,210
Employee related provisions		70,233	234,825
TOTAL CURRENT LIABILITIES		208,470	2,895,116
NON-CURRENT LIABILITIES			
Borrowings	8	1,015,011	1,015,011
Employee related provisions		49,610	49,610
TOTAL NON-CURRENT LIABILITIES		1,064,621	1,064,621
TOTAL LIABILITIES		1,273,091	3,959,737
NET ASSETS		146,358,137	139,960,137
EQUITY			
Retained surplus		16,547,834	16,547,834
Net Result - Comprehensive Income		6,397,998	
Transfers to (from) Reserves		(7,538)	
Reserve accounts	5	720,671	713,133
Revaluation surplus		122,699,172	122,699,170
TOTAL EQUITY		146,358,137	139,960,137

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

PUBLIC OCM AGENDA

SHIRE OF VICTORIA PLAINS
NOTES TO AND FORMING PART OF THE FINANCIAL STATEMENTS
FOR THE MONTH ENDED 31 MARCH 2026

Note 1
Determination or Surplus or Deficit

	Note	25/26 Actual	25/26 Budget	24/25 Actual
		$	$	$
(a) Non-cash amounts excluded from operating activities				
The following non-cash revenue or expenditure has been excluded from amounts attributable to operating activities within the Statement of Financial Activity in accordance with Financial Management Regulation 32.				
Adjustments to operating activities				
Less: Profit on asset disposals	6	(74,052)	(76,764)	(31,253)
Less: Fair value adjustments to financial assets at fair value through profit or loss		-	-	(62,378)
Add: Loss on disposal of assets	6	-	7,102	51,652
Add: Depreciation		2,751,675	3,673,554	2,096,356
Non-cash movements in non-current assets and liabilities:				
Pensioner deferred rates		-	-	(3,641)
Employee benefit provisions		-	-	(7,166)
Non-cash amounts excluded from operating activities		2,677,623	3,603,893	2,043,569
(b) Surplus or deficit after imposition of general rates				
The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with Financial Management Regulation 32 to agree to the surplus/(deficit) after imposition of general rates.				
Adjustments to net current assets				
Less: Reserve accounts	5	(720,671)	(675,824)	(713,133)
Less: Financial assets at amortised cost - self supporting loans	8	(15,237)	23,872	(26,544)
Add: Current liabilities not expected to be cleared at end of year				-
Current portion of borrowings	8	35,653	288,566	313,211
Total adjustments to net current assets		(700,255)	(363,386)	(426,467)
Net Current Assets used in the Statement of Financial Activity				
Total Current Assets		4,318,190	1,393,107	2,182,328
Less: Total current liabilities		(208,470)	(1,320,234)	(2,718,771)
Less: Total adjustments to net current assets		(700,255)	(363,386)	(426,467)
Surplus or deficit after imposition of general rates		3,409,464	(290,513)	(962,909)

PUBLIC OCM AGENDA

SHIRE OF VICTORIA PLAINS
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDING 31 MARCH 2026

Note 2
Cash and Cash Equivalents

Description	Unrestricted	Restricted	Total	Institutions	Interest Rate	Maturity Date
	$	$	$			
Petty Cash	700		700	N/A	Nil	On Hand
Municipal Funds Bank	284,394		284,394	Bendigo Bank	0.00%	At Call
Restricted Funding		3,068,295	3,068,295	Bendigo Bank/Commbank	0.90%/4.25%	At Call
Muni Savings	815		815	Bendigo Bank	0.90%	At Call
	285,909	**3,068,295**	**3,354,204**			
RESERVES						
Reserve Savings Bank Account		115,847	115,847	Bendigo Bank	0.90%	At Call
Reserves - Term Deposits		604,824	604,824	Bendigo Bank	3.80%	5/05/2026
		720,671	**720,671**			
Total Cash and Cash Rquivalents	**285,909**	**3,788,966**	**4,074,875**			

Note 3
Bonds and Deposits Held

Funds held as a bond or holding account with the Shire

Description	Closing Balance 31-Mar-26 $	Opening Balance 30-Jun-25 $
Tip Key Bond	2,172	1,964
Gym Memberships	2,941	2,721
Toilet Bond	1,940	1,940
Hall Bond	1,125	1,125
Nomination fee	-	-
GSRC Gillingarra Church Legal Fees	5,000	5,000
Other	2,280	2,280
BCITF	-	160
Total Funds Held	**15,457**	**15,190**

PUBLIC OCM AGENDA

SHIRE OF VICTORIA PLAINS
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDING 31 MARCH 2026

Note 4
Trade and Other Receivables

(a) Current Assets

	31-Mar-26	30-Jun-25
	$	$
Debtor - Rates	68,834	52,012
Expected Credit Loss (Allowance)	(15,262)	(15,261)
Other Statutory Receivables	12,806	-
Debtors - Sundry (Trade Receivables)	2,136	200,866
GST Receivable	32,571	-
Receivables for Employee Related Provisions	-	2,137
Total Trade and other Receivables	**101,085**	**239,754**

Debtors - Sundry (Trade Receivables)

	31-Mar-26	30-Jun-25
	$	**$**
01-31 Days	50	199,094
32-59 Days	1,100	172
60-90 Days	-	-
93+ Days	986	1,600
Total Trade Receivables	**2,136**	**200,866**

Debtors - Rates Analysis

Closing balances - prior year	52,012	36,344
Prepaid / Unallocated Rates		-
All Rates levied this year	4,067,086	3,922,567
Less: Closing balances - current month	68,834	52,012
Total Rates Collected to date	**4,050,265**	**3,906,899**
% collected	**98%**	**99%**
Instalment Plans	52,781	
Adhoc Payment Arrangement	15,808	26,684
Debt Collection with AMPAC	17,035	6,145
Rates paid in Advance	(18,842)	-
Final notices sent out		18,979
Mining Tenements waiting to be written off	1,550	-
Small amounts	503	204
Total	**68,834**	**52,012**

(b) Non Current Assets

Deferred Rates	**17,050**	**17,050**

PUBLIC OCM AGENDA

SHIRE OF VICTORIA PLAINS
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDING 31 MARCH 2026

Note 5
Cash Reserves

Reserve	Opening Balance 1/07/2025	Transfer From Actual 2025/26	Transfer From Budget 2025/26	Interest Received Actual 2025/26	Interest Received Budget 2025/26	Transfer To Actual 2025/26	Transfer To Budget 2025/26	Closing Balance Actual 31/03/2026	Closing Balance Budget 30/06/2026
	$	$	$	$	$	$	$	$	$
Long Service Leave	4,856	-	-	51	**204**	-	-	4,907	**5,060**
Plant	27,740	-	-	293	**1,165**	-	-	28,033	**28,905**
Housing	154,489	-	**(10,000)**	1,633	**6,499**	-	-	156,122	**150,988**
Sewerage Scheme - Calingiri	53,648	-	-	567	**2,257**	-	-	54,215	**55,905**
Refuse Site	275,379	-	-	690	**11,585**	-	-	276,069	**286,964**
Building Maintenance	57,930	-	**(67,309)**	1,047	**2,437**	-	**10,000**	58,977	**3,058**
Infrastructure	100,516	-	-	118	**4,229**	-	-	100,634	**104,745**
Gymnasium	8,038	-	-	237	**338**	-	-	8,275	**8,376**
Sewerage Scheme Reserve- Yerec	22,909	-	-	2,820	**964**	-	-	25,729	**23,873**
Unallocated Monies	7,628	-	-	81	**321**	-	-	7,709	**7,949**
Total Cash Reserves	**713,133**	**-**	**(77,309)**	**7,538**	**30,000**	**-**	**10,000**	**720,671**	**675,823**

PUBLIC OCM AGENDA

Objective of Reserves

In accordance with council resolutions in relation to each reserve account, the purpose for which the reserves are set aside are as follows:

Reserve Name	Term	Purpose
Long Service Leave	Ongoing	to be used to fund annual and long service leave requirements
Plant	Ongoing	to be used for the purchase of major plant
Housing	Ongoing	to be used for the procurement of staff housing
Sewerage Scheme - Calingiri	Ongoing	to be used to maintain and improve the Calingiri sewerage scheme
Refuse Site	Ongoing	to be used to fund future refuse site development
Building Maintenance	Ongoing	to be used for the long term maintenance of Shire buildings
Infrastructure	Ongoing	to be used for future infrastructure development to ensure long term Shire sustainability
Gymnasium	Ongoing	to be used for future purchases and replacement of gymnasium equipment
Sewerage Scheme - Yerecoin	Ongoing	to be used to maintain and improve the Yerecoin sewerage scheme
Unallocated Monies	Ongoing	future refund or allocation once identified or transferred to shire general revenue after statutory period expiry.

The reserves are not expected to be used within a set period and further transfers to the reserve accounts are expected as funds are utilised.
There are no reserves restricted by legislation.

SHIRE OF VICTORIA PLAINS
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDING 31 MARCH 2026

Note 6

Disposal of Assets

Class of Asset & Program	Proceeds from Sale		Cost of Replacement Asset		Net Cost for Change Over		Written Down Value		Profit/(Loss) on Disposal			
	Actual $	**Budget $**	Actual $	**Budget $**	Actual	**Budget $**	Actual	**Budget $**	Actual (Profit)	Actual (Loss)	**Budget Profit $**	**Budget Loss $**
	2025/26	**2025/26**	2025/26	**2025/26**	2025/26	2025/26	2025/26	**2025/26**	2025/26	2025/26	**2025/26**	**2025/26**
	$	**$**	$	**$**	$	**$**	$	**$**	$	$	**$**	**$**
Plant & Equipment												
Governance												
CEO Vehicle	-	**80,000**	-	**100,000**	-	**20,000**	-	**62,119**	-	-	**17,881**	
DCEO Vehicle	50,276	**50,276**	69,550	**69,550**	19,274	**19,274**	44,174	**54,963**	6,102			**(4,687)**
Transport												
PEX01 - Caterpillar Excavator 311D-LRR	39,197	**39,197**	137,400	**140,000**	98,203	**100,803**	3,424	**18,115**	35,773	-	**21,082**	
Snap on Hydraulic Claw	-	**500**	20,800	**20,800**	20,800	**20,300**	-	**2,551**	-			**(2,051)**
PM09 - Kubota ZD1211-60 Mower VP71	16,816	**16,816**	17,842	**18,000**	1,026	**1,184**	8,379	**10,050**	8,437	-	**6,766**	
PTK23 - Mitsubishi Canter Table Top VP49	23,635	**35,000**	112,971	**112,971**	89,336	**77,971**	-	**5,656**	23,635	-	**29,344**	
Ford Ranger Wildtrak WM VP000	44,086	**44,086**	75,848	**75,000**	31,762	**30,914**	43,981	**57,384**	105	-		**(13,298)**
Totals Disposal of Assets	**174,009**	**265,875**	**434,411**	**536,321**	**260,401**	**270,446**	**99,958**	**210,838**	**74,052**	**-**	**75,073**	**(20,036)**

PUBLIC OCM AGENDA

SHIRE OF VICTORIA PLAINS
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDING 31 MARCH 2026

Note 7
Capital Acquisitions

	Non-Infrastructure						Infrastructure				TOTAL	
	Land & Buildings		Plant & Equipment		Furniture & Equipment		Roads		Other			
	Actual	**Budget**	Actual	**Budget**	Actual	**Budget**	Actual	**Budget**	Actual	**Budget**	Actual	**Budget**
Program/Sub-program	2025/26	**2025/26**	2025/26	**2025/26**	2025/26	**2025/26**	2025/26	**2025/26**	2025/26	**2025/26**	2025/26	**2025/26**
Governance												
Admin Storage and Roller Doors		**22,000**									-	**22,000**
CEO Vehicle (VP0)			924	**100,000**							924	**100,000**
DCEO Vehicle (VP00)			69,550	**69,550**							69,550	**69,550**
Law, Order and Public Safety												
Disaster Ready Generators			-	**-**							-	**-**
Disaster Ready Bores										**-**	-	**-**
Housing												
Staff Housing Development - HSP2	144,749	**4,567,000**									144,749	**4,567,000**
Staff Housing Development - HSP1	24,778	**27,000**									24,778	**27,000**
Air Conditioner - 12 Harrington St					12,700	**15,000**					12,700	**15,000**
Recreation and Culture												
Calingiri Pavilion Boiler	27,309	**27,309**									27,309	**27,309**
Calingiri Sportsclub		**25,000**									-	**25,000**
Mogumber Toilets	13,697	**12,000**									13,697	**12,000**
Calingiri Oval Scoreboard					487	**80,000**					487	**80,000**
Calingiri War Memorial									20,602	**22,000**	20,602	**22,000**
Calingiri Playground Equipment									52,297	**52,000**	52,297	**52,000**
Calingiri Sportsground Lighting									22,835	**22,471**	22,835	**22,471**
Calingiri Youth Park									11,000	**11,425**	11,000	**11,425**
Bolgart Skatepark									5,868	**5,000**	5,868	**5,000**
Transport												
Depot Renovations	43,182	**60,000**									43,182	**60,000**
Depot Carpark LRC	17,294	**15,000**									17,294	**15,000**
PEX01 - Caterpillar Excavator 311D-LRR			137,400	**140,000**							137,400	**140,000**
Snap on Hydraulic Claw			20,800	**20,800**							20,800	**20,800**
PM09 - Kubota ZD1211-60 Mower VP71			17,842	**18,000**							17,842	**18,000**
PTK23 - Mitsubishi Canter Table Top VP49			112,971	**112,971**							112,971	**112,971**
PWV75 - Ford Ranger Wildtrak WM VP000			75,848	**75,000**							75,848	**75,000**
Digital Speed Signs			23,895	**25,000**							23,895	**25,000**
Depot Utility (2WD)			33,419	**33,419**							33,419	**33,419**
Footpaths									16,900	**16,900**	16,900	**16,900**
Grader 1 - 2026 John Deere 620 GP Motor				**375,000**								**375,000**
Grader 2 - 2026 John Deere 620 GP Motor				**375,000**								**375,000**
Truck Parking Bay - Mogumber										**10,000**	-	**10,000**
Truck Parking Bay - Yerecoin									10,120	**10,120**	10,120	**10,120**
Roadworks - Regional Road Safety Program												
Toodyay - Bindi Bindi Rd Nth (RRSP)							2,091,026	**2,428,855**			2,091,026	**2,428,855**
Wongan Hills Waddington Road (RRSP)							661,465	**823,540**			661,465	**823,540**
Roadworks - Roads to Recovery Funded												

PUBLIC OCM AGENDA

SHIRE OF VICTORIA PLAINS
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDING 31 MARCH 2026

Note 7
Capital Acquisitions

	Non-Infrastructure						Infrastructure				TOTAL	
	Land & Buildings		Plant & Equipment		Furniture & Equipment		Roads		Other			
	Actual	**Budget**	Actual	**Budget**	Actual	**Budget**	Actual	**Budget**	Actual	**Budget**	Actual	**Budget**
Program/Sub-program	2025/26	**2025/26**	2025/26	**2025/26**	2025/26	**2025/26**	2025/26	**2025/26**	2025/26	**2025/26**	2025/26	**2025/26**
Yerecoin Sth East Rd							783,412	**783,412**			783,412	**783,412**
Bolgart East Rd Seal - renewal							77,797	**77,797**			77,797	**77,797**
Poincare St - Seal renewal							48,437	**48,437**			48,437	**48,437**
Cavell St and Haig Intersection							12,427	**12,427**			12,427	**12,427**
Calingiri New Norcia Rd - reconstruction							3,823	**3,823**			3,823	**3,823**
Economic Development												
Victoria Plains Central Precinct		**1,890,000**									-	**1,890,000**
Gillingarra Emergency Water CWSP										**86,180**	-	**86,180**
Gillingarra Community Water CWSP										**93,912**		**93,912**
Gillingarra Truckfill CWSP										**128,741**		**128,741**
ESA Tourism Development									161	**350,000**	161	**350,000**
Bore Development - Goudge / Parker Rd									8,455	**4,879**	8,455	**4,879**
Totals	271,009	**6,645,309**	492,649	**1,344,740**	13,187	**95,000**	3,678,387	**4,178,291**	148,238	**813,628**	4,603,470	**13,076,968**
	TOTAL NON-INFRASTRUCTURE				**776,845**	**8,085,049**	**TOTAL INFRASTRUCTURE**		**3,826,625**	**4,991,919**		

Completed

PUBLIC OCM AGENDA

SHIRE OF VICTORIA PLAINS
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDING 31 MARCH 2026

Note 8
Borrowings

No.	Loan Details	Amount Outstanding 1/07/2025	New Loans Actual 23/24	New Loans Budget 23/24	Interest Repayments Actual 2025/26	Interest Repayments Budget 2025/26	Principal Repayments Actual 2025/26	Principal Repayments Budget 2025/26	Principal Outstanding 31/03/2026
		$			$	$	$	$	$
	Self Supporting Loans								
83	Calingiri Football Club	101,555			(3,292)	**(4,928)**	(11,307)	**(23,872)**	90,248
	Other Loans								
84	Piawaning Water Supply	29,088			(724)	**(605)**	(19,153)	**(19,272)**	9,936
85	Grader and Roller	60,890			(258)	**(430)**	(20,211)	**(40,508)**	40,679
87	Plant Replacement	1,114,716			(44,413)	**(44,413)**	(204,914)	**(204,914)**	909,802
88	Plant Replacement - Graders			**750,000**					-
	Total Borrowings	**1,306,249**	**-**	**750,000**	**(48,687)**	**(50,376)**	**(255,584)**	**(288,566)**	**1,050,665**
	Current Loan Liability	291,238							35,653
	Non-Current Loan Liability	1,015,011							1,015,011
	Total Loan Liability	**1,306,249**							**1,050,665**

PUBLIC OCM AGENDA

SHIRE OF VICTORIA PLAINS
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDING 31 MARCH 2026

Note 9
Payables

(a) Trade and other payables

	2026	2025
Current	$	$
Sundry creditors	81,356	1,796,712
Prepaid Rates	-	56,547
Accrued Salaries and Wages	-	61,708
Bonds and Deposits Held	15,457	15,190
Accrued Expenses	-	78,538
BSL/Payroll clearing/rounding	649	-
ATO GST payable	4,087	12,947
DoTransport Licensing	-	986
	101,549	**2,022,627**

(b) Other Liabilities

	2026	2025
Current	$	$
Contingent Liabilities	-	324,453
DoTransport Licensing	1,034	-
	1,034	**324,453**
Contingent Liabilities Represented by:		
Housing Support Program 1	-	-
Housing Support Program 2	-	
Roads to Recovery	-	215,690
WSFN Funding	-	8,694
Grant - Local Roads and Community Infrastructure Program(LRCIP) Ph 4A	-	100,069
	-	**324,453**

PUBLIC OCM AGENDA

SHIRE OF VICTORIA PLAINS
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDING 31 MARCH 2026

Note 10
Grants, Subsidies and Contributions

(a) Capital Grants, Subsidies and Contributions

	Annual Budget 2025/26 $	Amended Budget 2025/26 $	YTD Budget 2025/26 $	YTD Revenue Actual 2025/26 $	Variance YTD vs Actual 2025/26 $
Law, Order and Public Safety					
Disaster Ready Generator	**55,000**	**-**	-	-	-
Disaster Ready Bores	**55,000**	**-**	-	-	-
Housing					
Housing Support Program (HSP1)	**27,000**	**27,000**		-	-
Housing Support Program (HSP2)	**4,567,000**	**4,567,000**	3,192,001	3,193,767	1,766
Recreation					
Scoreboard Grant	**75,000**	**75,000**		-	-
Lottery West -Calingiri Playground	**42,000**	**13,132**	13,132	13,132	-
Economic Services					
DWER - Goudge Parker Rd Bore Redevelopment	**7,344**	**7,344**	7,343	7,343	-
Gillingarra Emergency Water CWSP	**60,326**	**60,326**	33,000	33,000	-
Gillingarra Community Water CWSP	**65,738**	**65,738**	45,000	45,000	-
ESA Tourism Development	**689,485**	**350,000**	300,000	300,000	-
Gillingarra Truckfill CWSP	**89,892**	**89,892**	30,000	30,000	-
Victoria Plains Central Precinct	**1,890,000**	**1,890,000**		-	-
Transport					
Govt Grant - Regional Roads (RRSP)	**3,252,395**	**3,252,395**	2,600,958	2,601,916	958
Govt Grant - R2R	**906,448**	**915,690**	915,690	915,690	-
HVRA Truck parking Bay - Mogumber	**8,000**	**8,000**		-	-
LRCIP Funding	**153,936**	**153,936**	153,936	160,211	6,275
WSFN Funding	**-**	**8,694**	8,694	8,694	0
Total Non Operating Capital Grants, Subsidies and Contributions	**11,944,564**	**11,484,147**	**7,299,754**	**7,308,753**	**8,999**
					-

(b) Operating Grants, Subsidies and Contributions

	Annual Budget 2025/26 $	Amended Budget 2025/26 $	YTD Budget 2025/26 $	YTD Revenue Actual 2025/26 $	Variance YTD vs Actual 2025/26 $
General Purpose Funding					
Financial Assistance Grants - General	**787,005**	**787,005**	290,254	289,101	(1,153)
Financial Assistance Grants - Local Roads	**846,202**	**846,202**	283,500	283,757	257
Law and Public Order					
DFES Operating Grant (ESL)	**99,190**	**99,190**	74,393	69,613	(4,780)
Emergency Services Administration Grant	-	-	-	4,400	4,400
CESM Contribution	**161,963**	**161,963**	69,400	65,930	(3,470)
Grant - Mitigation Activity Fund	**94,230**	**94,230**	47,000	47,115	115
Education and Welfare					
Australia Day	**10,000**	**10,000**	10,000	12,000	2,000
Grant - Other Events*	**20,000**	**20,000**	10,000	10,136	136
Economic Services					
Strategic Water Plan	**33,645**	**33,645**		-	-
DWER - Mobile Water Tank	**9,240**	**9,240**	9,240	9,240	-
Transport					
Govt Grant - Direct	**211,511**	**211,511**	211,511	211,552	41
Total Operating Grants, Subsidies and Contributions	**2,272,986**	**2,272,986**	**1,005,298**	**1,002,844**	**(2,454)**

Supplementary information on Grant - Other Events

	Annual Budget $	YTD Revenue Actual $
***Grants - Other Events**		
LBW Australia - Library grant - Bolgart	3,636	3,636
Street Alive	5,000	5,000
Volunteering WA	1,500	1,500
Total	**10,136**	**10,136**

PUBLIC OCM AGENDA

SHIRE OF VICTORIA PLAINS

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD ENDING 31 MARCH 2026

Note 11

Restricted Funding

Description	External Funding Allocation	Project Opening Balance Funding 1/07/2025	Receipts	Costs	Balance 31/03/2026	Cash Backed
	$	$	$	$	$	$
Grant - Local Roads and Community Infrastructure Program(LRCIP) Ph 4A	$ 601,419	100,069	160,211	164,403	-	-
Housing Support Program Stage 1	877,065	-	533,600	533,600	-	-
Housing Support Program Stage 2	32,758,522		19,737,198	19,737,199	-	-
Housing Support Program SoVP			3,193,767	144,749	3,049,018	3,068,295
RRSP	3,252,395	-	2,601,916	2,752,491	(150,575)	-
ESA Tourism Development			300,000	-	300,000	-
DWER - Gouge Parker Rd - Bore Development	$ 92,144	(57,158)	7,344	8,455	-	-
Roads to Recovery	$ 614,480	215,690	700,000	925,896	-	-
Totals	**38,196,025**	**258,601**	**27,234,036**	**24,266,793**	**3,198,443**	**3,068,295**

Restricted Savings	$ 3,068,295
To be transferred to (from) Muni account	$ (130,148)

PUBLIC OCM AGENDA

SHIRE OF VICTORIA PLAINS
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDING 31 MARCH 2026

Note 12
Local Roads and Community Infrastructure Funding

Local Roads and Community Infrastructure - MONTHLY REPORT								**Nominal Funding Allocation**	
								Owns Source Expenditure	
Council: Shire of Victoria Plains	**Phase: 4**								
Approved Projects **(Project Name in order listed on Approved Work Schedule)**	**Total Project Cost** **($)**	**Approved LRCI Funding Contribution** **($)**	**LRCI Funding Actual Expenditure 24-25** **($)**	**25-26 Expenditure** **($)**	**Total Actual Expenditure** **($)**	**SOVP own source**	**Construction Start Date** **(MM/YY)**	**Construction Completion Date** **(MM/YY)**	**Project status**
Calingiri Sportsground Lighting	85,805	85,805	62,969	22,835	85,804	-	Nov-24	Sep-25	**Completed**
Calingiri Youth Open Space	21,000	21,000	9,850	11,000	20,850	-	Dec-24	Nov-25	**Completed**
Bolgart Skatepark and Basketball refresh	5,850	5,850	-	5,868	5,868	-	Oct-24	Sep-25	**Completed**
Calingiri Playground Equipment	52,180	45,688	-	52,297	52,297	-	Jan-25	Mar-26	**Completed**
Mogumber Hall Toilets and Building Locks	24,815	24,815	12,815	13,697	26,512	-	Oct-24	Dec-25	**Completed**
Calingiri Shire Depot Carpark	15,000	15,000	-	17,294	17,294	-	Oct-24	Dec-25	**Completed**
Shire of Victoria Plains Boundary Entry Signage	56,795	41,412	-	56,795	56,795	15,383	Sep-24	Oct-25	**Completed**
TOTAL	**261,445**	**239,570**	**85,634**	**179,786**	**265,420**	**15,383**			

PUBLIC OCM AGENDA

SHIRE OF VICTORIA PLAINS

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDING 31 MARCH 2026

Note 13
Bush Fire Brigade

OPERATING GRANT		
EXPENDITURE ITEM	**BUSH FIRE BRIGADE**	
	2025/26 Budget	**2025/26 Actual**
RECURRENT:		
1. Purchase of Plant & Equipment <$1,500 per item	**2,000**	1,077
2. Maintenance of Plant and Equipment	**4,000**	3,933
3. Maintenance of Vehicles/Trailers/Boats	**37,690**	36,531
4. Maintenance of Land and Buildings	**3,000**	1,897
5. Clothing and Accessories	**14,000**	10,277
6. Utilities, Rates and Taxes	**9,000**	3,364
7. Other Goods and Services	**4,500**	5,419
8. Insurances	**25,000**	24,113
Sub Total Recurrent	**99,190**	**86,612**
NON-RECURRENT:		
9. Purchase of Plant and Equipment $1,500 to $5,000 per item		
Sub Total Non-Recurrent	**-**	**-**
Total Operating Budget/Actual	**99,190**	**86,612**
Variance Between Budget & Actual [(a)]		**12,578**

PUBLIC OCM AGENDA

SHIRE OF VICTORIA PLAINS
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDING 31 MARCH 2026

Note 14
Explanation of Material Variances

Variances which have exceeded the thresholds are listed below by Program. Significant variances within the Program are listed underneath it by Nature or Type.

The material variance adopted by Council for the 2025/26 year is $10,000 and 10%.

Reporting Program	Var $	Var %	Var	Timing / Permanent	Explanation of Variance
Operating Revenues					
General rates	(13,391)	(0%)	▼	Permanent	Mining Tenements now being written off
Fees and charges	21,257	10%	▲	Permanent	Caravan park fees higher than budgeted, Admin fees and legal cost reimbursements
Interest revenue	13,591	31%	▲	Permanent	Restricted Assets interest from Commbank not budgeted for, Holding HSP grant funds
Other revenue	78,152	83%	▲	Permanent	Income from Workers Comp Reimbursements and PPE Insurance reimbursement offset by Wages and Repairs expenditure
Profit on asset disposals	16,860	29%	▲	Permanent	Book entry due to depreciation, no inmpact on adjusted cash
Operating Expense					
Employee costs	(133,496)	9%	▼	Timing	Lack of allocation of costs to subdivision, workers compensation.
Materials and contracts	57,259	(3%)	▲	Timing	Some reduced expenditure as budget savings continue to found.
Utility charges	13,695	(15%)	▲	Timing	No payment of Water Accounts which will smooth out next month
Finance costs	12,405	(26%)	▲	Timing	Timing caused by the Accrued interest journal
Insurance	(10,675)	5%	▼	Permanent	Bushfire Insurance captured in LGGS budget
Other expenditure	17,632	(13%)	▲	Timing	Councillor Payments

PUBLIC OCM AGENDA

SHIRE OF VICTORIA PLAINS
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDING 31 MARCH 2026

Note 15
Budget Amendments

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

Description	Council Resolution	Adoption Date	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
			$	$	$
Forecast Opening Surplus/(Deficit)					(290,513)
Budget Review No.1	OCM 2511-05	26/11/2025		(73,260)	(363,773)
Budget Review No.2	OCM2603-04	25/03/2026		110,342	(253,431)
Net Changes			-	37,082	(253,431)

PUBLIC OCM AGENDA

9.3 Amendment to Fees and Charges and ARIC Meeting Attendance Fees

File Reference	
Report Date	20 April 2026
Applicant/Proponent	Nil
Officer Disclosure of Interest	Nil
Previous Meeting Reference	Nil
Prepared by	Colin Ashe – Deputy Chief Executive Officer
Senior Officer	Sean Fletcher – Chief Executive Officer
Authorised by	Sean Fletcher – Chief Executive Officer
Attachments	1. Fees and Charges Costings 2. SAT Independent Committee Members meeting fees

PUBLIC OCM AGENDA

PURPOSE

For Council to approve amendments to the fees and charges and meeting fees for the 2025-26 financial year.

BACKGROUND

Changes council has previous endorsed the fees, charges and meeting fees during the budget process 2025-26 but due to the Edmonds St subdivision and implementation of the Audit Risk and Improvement Committee there is a need to make some adjustments before the end of financial year.

These will be included in the 2026-27 fees and charges and required to be approved again as part of the budget process.

COMMENT

The Community Enabling Infrastructure (CEI) secured by the Shire of Victoria Plains amounted to $4,562,524 for the Edmonds St subdivision and includes a number of components to enable delivery of this project.

The project team discussed and decided the best path to undertake some components is to incorporate in house shire sourcing and delivery which includes:

- Limestone blocks
- Gravel
- Sand
- Fencing

Full costings for these materials and servicing has been undertaken and provided at attachment 1 noting:

- the baseline of wages, overheads and plant costs have remained the same regardless of the material.
- The reason for using a per load rate for gravel and sand as opposed to a ‘per day’ rate is because these are sourced locally.

Amendment to the fees and charges applicable to the sub division only are as follows:

Item	Material ($)	Delivery ($)
Limestone blocks	At Cost	$4,918.36 per day
Gravel	At Cost	598.62 per load
Sand	At Cost	598.62 per load
Fencing	At Cost	$4,508.36 per day

ARIC Meeting Fees

With the implementation of the Audit Risk and Improvement Committee and in particular, the requirement for independent presiding member and independent deputy to the presiding member there is a need to allow for payment for attendance at ARIC meetings.

The Salaries and Allowances Tribunal has made the determination that independent committee members be provided with the following range per local government band:

	Elected members		Independent committee members	
Band	**Minimum**	**Maximum**	**Minimum**	**Maximum**
1	$325	$415	$0	$415
2	$195	$305	$0	$305
3	$100	$215	$0	$215
4	$50	$125	$0	$125
All regional local governments	$50	$125	$0	$125

PUBLIC OCM AGENDA

It is recommended that $125 (the maximum) be paid to the independent presiding chair and the deputy to independent presiding chair per meeting as the cost is relatively minor and noting the difficulty in filling the position.

Councillors who are members of the ARIC are not affected by this as an annual attendance fee was decided for 2025-26 but no allowance inclusion was made for independent committee members in the 2025-26 budget.

Travel reimbursement is also included for independent committee members noting this is already covered through the travel reimbursement process.

CONSULTATION

Mr Sean Fletcher, Chief Executive Officer

Mr Silvio Brenzi, Manager Works and Services

STATUTORY CONTEXT

Local Government Act (1995), Section 6.16 (2) and (3)

CORPORATE CONTEXT

Strategic Business Plan/Corporate Business Plan

STRATEGIC PRIORITIES	WE KNOW WE ARE SUCCEEDING WHEN
4. CIVIC LEADERSHIP	
4.3 Proactive and well governed Shire	External audits and reviews confirm compliance
	We have sound financial management policies and attract external funding to help achieve our goals
	Councilors attend training and feel supported in their role
	Council is supported by a skilled team

Strategic Priority 4.3 will be facilitated ensuring compliance with the Local Government Act (1995) financial management policies.

PUBLIC OCM AGENDA

Delegation

Nil

Policy Implications

Section 3 – Financial Management

Other Corporate Document

Nil

Risk Analysis

Consequence	Consequence Rating:	Likelihood Rating:	Risk Rating	Risk Acceptance/ Controls	Mitigation and Outcome
Compliance	Major (4) Non-compliance results in termination of services or imposed penalties to Shire/Officers	Possible (3) The event should occur at some time	High (12)	Senior Management Team / CEO Risk acceptable with excellent controls, managed by senior management / executive and subject to monthly monitoring	Ensuring any recommendations from the audit are implemented will ensure that the residual risk is low.

FINANCIAL IMPLICATIONS

- The adoption of the fees and charges for the subdivision will enable cost recovery.
- Council will incur costs for ARIC meeting fees and travel by the independent presiding chair of approximately $500 per year (four meetings) and $700 for travel costs (estimate).

VOTING REQUIREMENTS

Absolute Majority

Officer Recommendation

That Council **ADOPTS**:

1. Additional Fees and Charges as per the following table:

Item	Material ($)	Delivery ($)
Limestone blocks	At Cost	$4,918.36 per day
Gravel	At Cost	598.62 per load
Sand	At Cost	598.62 per load
Fencing	At Cost	$4,508.36 per day

2. $125 per ARIC meeting for the independent presiding Chair or the deputy to the independent presiding chair.
3. A budget amendment of $1,200 for the independent presiding chair meeting fees and travel allowance for 2025-26.

PUBLIC OCM AGENDA

Shire Allocated Costs

Methodology:
Expenditure direct to job BLD00017 for Materials and Contractor Costs
Shire Expenditure to Private Works
Shire Invoice to Income Private Works, Payment to job BLD00017

EARTHWORKS & PRELIMINARIES

1.14.1 Retaining (100m limestone includes lay and deliver 1500 high)

		Qty	Unit	Rate	Amount	Book to	Notes
	Limestone Blocks	1400	ea	27.00	37,800	BLD00017	
	Contractor Laying	1400	ea	60.00	84,000	BLD00017	Quotation Required
	Transport and Delivery	1400	ea	111.78	156,492	Private Works - Invoice SoVP	32 trips Perth and back.
					278,292		
	Costing						
	Wages			30.75			
	O/Head			44.28			
	PTK24 - UD Prime Mover Truck VP195			146.00			
	PTL07 - Howard Porter DD45R Drop Deck Trailer VP8061			148.00			
A	**Cost per hour**			**369.03**			
	Cost per 9 hour day **(A * 9 hours)**			3,321.27			
	Forklift Unload 3 hours (PLR12)			717.09			
	Storage per Limestone block @ $20 ea for 44 block load			880.00			
B	**Cost per Day**			**4,918.36**			
	44 Limestone Blocks on Truck Load, 1400 required						
C	Number of Trips (1400/44)			32			
	11 trips x Cost per Day (**B**)			156,493.27			
	Cost per Limestone Block **(B / C)**			**111.78**			

PUBLIC OCM AGENDA

Shire Allocated Costs

Methodology:
Expenditure direct to job BLD00017 for Materials and Contractor Costs
Shire Expenditure to Private Works
Shire Invoice to Income Private Works, Payment to job BLD00017

EARTHWORKS & PRELIMINARIES

1.4 Imported Fill (clean free draining Sand)

		Qty	Unit	Rate	Amount	Book to	Notes
	Sand	2895	m3	1.00	2,895	BLD00017	
	Transport and Delivery	2895	m3	23.94	69,320	Private Works - Invoice SoVP	116 Loads
					72,215		

ROADWORKS

3.2.3	New Road - Gravel	2024	m3	2.00	4,048	BLD00017	
	Gravel Screening	2024	m3	8.00	16,192	Private Works - Invoice SoVP	81 Loads
	Transport and Delivery	2024	m3	23.94	48,464	Private Works - Invoice SoVP	81 Loads
					68,704		

	Costing	
	Wages x 2	61.50
	O/Head x 2	177.12
	PTK24 - UD Prime Mover Truck VP195	146.00
	PLR08 - Catapillar Loader	164.00
	Waiting time (load / unload)	50.00
A	**Cost per hour / Load**	**598.62**
	Sand	
	Capacity is 25m3 per load, for 2,895 m3 requirement	
B	Number of loads (2895/25)	116
	Delivery Cost (A x B)	69,320
	Gravel	
	Capacity is 25m3 per load, for 1,304 + 720 m3 requirement	
	Number of loads (2024/25)	81
C	Delivery Cost (A x C)	48,464

PUBLIC OCM AGENDA

Shire Allocated Costs

Methodology:
Expenditure direct to job BLD00017 for Materials and Contractor Costs
Shire Expenditure to Private Works
Shire Invoice to Income Private Works, Payment to job BLD00017

EARTHWORKS & PRELIMINARIES

1.14.1 Fencing to All Lots

		Qty	Unit	Rate	Amount	Book to	Notes
					-	BLD00017	
	Fencing Supply and Install	375	m	250.00	93,750	BLD00017	Need Quotation
	Transport and Delivery	375	ea	47.96	17,985	Private Works - Invoice SoVP	4 trips Perth and back.
					111,735		
	Costing						
	Wages			30.75			
	O/Head			44.28			
	PTK24 - UD Prime Mover Truck VP195			146.00			
	PTL07 - Howard Porter DD45R Drop Deck Trailer VP8061			148.00			
A	**Cost per hour**			**369.03**			
	Cost per 9 hour day **(A * 9 hours)**			3,321.27			
	Forklift Unload 3 hours (PLR12)			717.09			
	Storage per panel @ $5 ea for 94 panel load			470.00			
B	**Cost per Day**			**4,508.36**			
	94 panels on Truck Load, 375 required						
C	Number of Trips (375/94)			4			
	4 trips x Cost per Day **(B)**			17,985.48			
	Cost per panel **(B / C)**			**47.96**			

PUBLIC OCM AGENDA

SALARIES AND ALLOWANCES ACT 1975

DETERMINATION VARIATION

PREAMBLE

The *Local Government Amendment Act 2023*, assented to on 18 May 2023, changes the *Local Government Act 1995* to provide for independent committee members to receive meeting fees. An independent committee member is a committee member who is not an elected member or an employee of the local government. The Salaries and Allowances Tribunal has issued a Determination to allow for the payment of meeting fees to independent committee members. Local governments will have the ability to set appropriate fees, within a specified range.

PUBLIC OCM AGENDA

DETERMINATION

The Local Government Chief Executive Officers and Elected Members Determination No. 1 of 2023, issued on 6 April 2023, under sections 7A and 7B(2) of the *Salaries and Allowances Act 1975*, as amended from time to time, are hereby varied by a Determination set out below.

- Under Part 1.4 Terms used, insert the following:

  Independent committee member means a person who is a committee member but who is neither a council member nor an employee.
- Under Part 6.1.2, insert the following:

  "3. Pursuant to section 5.100(2)(b) and (3)(b) of the LG Act, a committee member who is not an elected member or employee of the local government, who attends a committee meeting or (at the request of the local government or regional local government) a meeting of a type prescribed in regulation 30(3A) of the LG Regulations is entitled to be paid the fee set by the local government or regional local government within the range determined in section 6.3 of this Part for attending committee meetings or, as the case requires, meetings of that type.
- Delete Part 6.3 and insert the following:

  6.3 Committee Meeting and Prescribed Meeting Attendance Fees – Per Meeting

  (1) The ranges of fees in Table 6 apply where a local government or regional local government decides to pay a council member or independent member a fee referred to in –
  - section 5.98(1)(b) of the LG Act for attendance at a committee meeting; or
  - section 5.98(2A)(b) of the LG Act for attendance at a meeting of a type prescribed in regulation 30(3A) of the LG Regulations.
  - section 5.100(2)(a) of the LG Act for attendance at a committee meeting

- section 5.100(2)(b) of the LG Act for attendance at a meeting of a type prescribed in regulation 30(3A) of the LG Regulations.

Table 6: Committee meeting and prescribed meeting fees per meeting – local governments and regional local governments

	Elected members		Independent committee members	
Band	**Minimum**	**Maximum**	**Minimum**	**Maximum**
1	$325	$415	$0	$415
2	$195	$305	$0	$305
3	$100	$215	$0	$215
4	$50	$125	$0	$125
All regional local governments	$50	$125	$0	$125

PUBLIC OCM AGENDA

Signed on 23 October 2023.

M Seares AO	B A Sargeant PSM	Hon. J Day
CHAIR	MEMBER	MEMBER

SALARIES AND ALLOWANCES TRIBUNAL

9.4 Review of the Terms of Reference for the Audit Committee

File Reference	
Report Date	20 April 2026
Applicant/Proponent	Audit Risk and Improvement Committee (ARIC)
Officer Disclosure of Interest	Nil
Previous Meeting Reference	Nil
Prepared by	Colin Ashe – Deputy Chief Executive Officer
Senior Officer	Sean Fletcher – Chief Executive Officer
Authorised by	Sean Fletcher – Chief Executive Officer
Attachments	1. SoVP ARIC Terms of Reference – Apr 26

PURPOSE

For Council to approve the Audit Risk and Improvement Committee (ARIC) Terms of Reference (ToR).

BACKGROUND

Changes to the Local Government Act 1995 and associated regulations has mandated changes to the previous Audit Committee with the aim of strengthening transparency by enhancing local governments' financial, risk, and governance practices, forming a key part of the State Government's broader local government reforms.

From 1 January 2026, audit committees have been required to transition to Audit, Risk and Improvement Committees (ARICs) during a six-month implementation period until 30 June 2026.

Key changes include:

- Mandatory independent presiding member and deputy to the presiding member to strengthen oversight with skilled, independent experts.
- New functions of ARICs covering risk management and continuous improvement.
- Shared ARICs permitted between local governments.

Part of the local government compliance within the timeline is to ensure terms of reference and relevant policies and procedures are updated to align with amended regulations.

PUBLIC OCM AGENDA

COMMENT

The Shire of Victoria Plains has already implemented the ARIC and appointed an independent presiding member and independent deputy to the presiding member.

In order to finalise the ARIC – the ToR have been reviewed and adjusted as per attachment 1 with more of a focus on Part 7 of the Local Government Act (1995) and Local Government (Audit) Regulations 1996.

The functions of the ARIC include:

- receive and review reports related to local government compliance audits required under the Local Government Act 1995 and regulations.
- make recommendations to the council on actions to be taken in relation to those reports.
- receive and review reports on the effectiveness of the local government's systems and procedures in relation to financial management, legislative compliance and risk

management, and make recommendations to the council on improvements to those systems and procedures.
- receive and review reports on any actions the local government is required to take under the Local Government Act 1995, or has decided to take in relation to a compliance audit report or report into the effectiveness of the local government's systems and procedures.
- perform any function conferred on the ARIC prescribed in the regulations or another written law.

As part of the ARIC's role and function it is required to review the CEO's report of the internal review under regulation 17 and make recommendations to the council on actions that may be required to address any issues identified in the report.

Accordingly some aspects that were provided through the previous Audit Committee (ToR) have now been removed including:

- Budget reviews
- Integrated Planning and Reporting
- Training and Development
- Financial Reporting

As they are not classified as part of the functions of the ARIC.

CONSULTATION

Mr Sean Fletcher, Chief Executive Officer

Ms Julie Klobas

STATUTORY CONTEXT

Local Government Act (1995), Part 7 – Audit

Local Government Act (1995), Part 8 – Scrutiny of the affairs of local governments

Local Government (Audit) Regulations 1996

CORPORATE CONTEXT

Strategic Business Plan/Corporate Business Plan

STRATEGIC PRIORITIES	WE KNOW WE ARE SUCCEEDING WHEN
4. CIVIC LEADERSHIP	
4.3 Proactive and well governed Shire	External audits and reviews confirm compliance
	We have sound financial management policies and attract external funding to help achieve our goals
	Councilors attend training and feel supported in their role
	Council is supported by a skilled team

PUBLIC OCM AGENDA

Strategic Priority 4.3 will be facilitated through the Audit Risk and Improvement Committee (ARIC) and its Terms of Reference.

Delegation

Nil

Policy Implications

Section 3 – Financial Management

Other Corporate Document

Nil

Risk Analysis

Consequence	Consequence Rating:	Likelihood Rating:	Risk Rating	Risk Acceptance/ Controls	Mitigation and Outcome
Compliance	Major (4) Non-compliance results in termination of services or imposed penalties to Shire/Officers	Possible (3) The event should occur at some time	High (12)	Senior Management Team / CEO Risk acceptable with excellent controls, managed by senior management / executive and subject to monthly monitoring	Ensuring any recommendations from the audit are implemented will ensure that the residual risk is low.

PUBLIC OCM AGENDA

FINANCIAL IMPLICATIONS

The ARIC Terms of Reference includes the requirement for meeting fees and travel. This is inclusive of current arrangements for councillors but budget (amendment / allowance) needs to be made for the independent presiding chair and independent deputy to the presiding member in 2025-26 and 2026-27.

VOTING REQUIREMENTS

Simple Majority

Officer Recommendation

That Council **APPROVES t**he Audit Risk and Improvement Committee (ARIC) Terms of Reference (ToR) 2026.

Terms of Reference

Audit, Risk and Improvement Committee

PUBLIC OCM AGENDA

Date April 2026
Version 1.0
OCM Adoption Date

Space to Grow
Bolgart Calingiri Gillingarra Mogumber
New Norcia Piawaning Yerecoin

Preliminaries

The Audit, Risk and Improvement Committee (ARIC) Terms of Reference defines the membership, authority, purpose, operational guidelines, responsibilities and resources established by Council pursuant Part 7.1 of the *Local Government Act 1995* (the Act) and the *Local Government (Audit) Regulations 1996* (the Regulations).

Structure

Name

The name of this Committee is 'Shire of Victoria Plains Audit, Risk and Improvement Committee (ARIC)'. All references to 'ARIC' in this Terms of Reference mean 'Shire of Victoria Plains Audit Risk and Improvement Committee'.

Establishment

The ARIC is established under the provisions of the Act, particular division 1A, section 7.1A and Local Government (Audit) Regulations 1996, Regulation 3.

Membership

Pursuant to section 7.1A of the Act:

- An employee is not to be a member of the ARIC.
- The presiding member cannot be a council member of the local government or any other local government (i.e. Independent Presiding Member).
- The Deputy of the presiding member cannot be a council member of the local government or any other local government (i.e. Independent Deputy of the Presiding Member).

The Shire of Victoria Plains ARIC consists of an Independent Presiding Member (IPM), Independent Deputy of the Presiding Member (IDPM), three (3) council members and two (2) deputy members. Nominations and ARIC membership is undertaken in the normal course of all committee appointments in accordance with section 5.12 of the Act.

IPM and IDPM can be nominations from the general public or by way of advertisement.

For ARIC meetings there is a requirement for:

- An Independent Presiding Member
  - The Independent Deputy of the Presiding Member fills in for the IPM when the member is unavailable.
- At least two (2) council members to form a quorum noting;
  - The deputy members fill in during ARIC member absences.
- Have the same responsibilities as a member when attending the ARIC meeting in the capacity of the Independent Presiding Member or Council Member.

PUBLIC OCM AGENDA

Guiding Principles

The ARIC is established with the guiding principles prescribed in Part 7 of the Act and Local Government (Audit) Regulations 1996.

Purpose

Following the commencement of the Local Government Regulations Amendment Regulations (No. 4) 2025 (the ARIC Regulations) the purpose of the ARIC include:

- To strengthen governance and accountability, ARICs will be required to have an independent presiding member and independent deputy to the presiding member.
- aim to strengthen transparency by enhancing local governments' financial, risk, and governance practices, forming a key part of the State Government's broader local government reforms.
- prescribe the functions of an ARIC to include a focus on risk management and continuous improvement.

Legislation

Local Government Act 1995

Part 7 - Audit

With audits being undertaken by, or on behalf of the OAG, audit appointments are undertaken through this process and to summarise the relevant sections of the Act, pertinent to the ARIC includes:

Ensure:

- Section 7.9 – Auditors are required to submit their audit reports by 31 Dec to:
  - The Shire President
  - The CEO
  - The Minister

to oversee the implementation of any action of the Shire under:

- Section 7.12A – The Shire is to do everything in its power to:
  (1) assist the auditor to conduct and carry out the audit, successfully and expeditiously
  (2) meet with the auditor at least once per year
  (3) examine the audit report, determine if any matters raised require action and ensure that appropriate is carried out if applicable
  (4) ensure the Shire prepares a report addressing those matters
  (5) ensure a copy of the report is provided to the Minister.

It should be noted this only refers to the Audit Report and not the Management Audit Report.

PUBLIC OCM AGENDA

Part 8 – Scrutiny of the affairs of local governments

This part deals with affairs and performance, suspending councils and members of council and accountability of local government employees for the misapplication of property.

In relation to the ARIC it is to:

Ensure:

- Section 8.6 advice from local government and council members:

  (1) After receiving an Inspectors report that includes recommendations, the shire responds in writing within 21 days (or as extended)
  (a) The things the Shire has done or proposed to do in order to address the recommendations.

- Section 8.23 copies to be given to a local government of a report from an Independent Inquiry:

  (4) After receiving the report, the Shire responds in writing within 35 days (or as extended)

  (a) The things the Shire has done or proposed to do to give effect to the recommendations.

Local Government (Audit) Regulations 1996

- Regulation 11 – The CEO must give the ARIC a copy of any audit report prepared by an auditor on a local government audit.

- Regulation 14 – a local government must carry out a compliance audit return (CAR) for the calendar year and provide that to the ARIC.

- The ARIC mut review the CAR and report to council the results of that review and make any recommendations as appropriate.

- Regulation 17 – The CEO must review the appropriateness and effectiveness of the local government's systems and procedures in relation to the following matters:

  (a) financial management;
  (b) legislative compliance;
  (c) risk management.

  And report the results of each review back to the ARIC.

Terms of Reference

Functions

The functions of the ARIC in accordance with Regulation 16 of the Local Government (Audit) Regulations

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1996 is to report to Council on:

- Audits conducted under Part 7 of the Act.
- Compliance Audits under Regulation 14 of the Local Government (Audit) Regulations 1996.
- Reviews undertaken under Regulation 17 of the Local Government (Audit) Regulations 1996.
- Receive and review reports on, and recommend to the council improvements to, the implementation of any actions that the Shire of Victoria Plains:
  - Is required to take in response to the audit report
  - Report prepared addressing significant matters raised in an audit report
  - Has stated it has done or proposed to do in written advice prepared under section 8.6 (1) (a) or 8.23 (4)(a)
- Any other function conferred under regulation or law.

Meetings

a. Committee Meetings

The ARIC shall meet at least four times a year, unless a special meeting is called for a specified purpose. Meetings are conducted according to the Shire of Victoria Plains Meeting Procedures Local Law. The content of the agenda is set out in Appendix 1.

b. Quorum

The quorum for any meeting of this ARIC shall be two (2) members as endorsed by Council at the 29 Oct 25 ordinary council meeting.

c. Voting

Shall be in accordance with section 5.21 of the Act, with all members endorsed as voting members entitled and required to vote, subject to the provisions of the Act which deal with Financial and Proximity Interests.

d. Minutes

The Minutes of the meeting shall be recorded and prepared as per the provisions of section 5.22 of the Act.

The content of the minutes shall be in accordance with the *Local Government (Administration) Regulations 1996* section 11.

The content of minutes of a meeting of a council or a committee is to include:

(a) the names of the members present at the meeting; and

(b) where a member enters or leaves the meeting during the course of the meeting, the time of entry or departure, as the case requires, in the chronological sequence of the business of the meeting; and

(c) details of each motion moved at the meeting, the mover and the outcome of the motion; and

(d) details of each decision made at the meeting; and

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(d) written reasons for each decision made at the meeting that is significantly different from the relevant written recommendation of a committee or an employee as defined in section 5.70 (but not a decision to only note the matter or to return the recommendation for further consideration); and

(e) a summary of each question raised by members of the public at the meeting and a summary of the response to the question; and

(f) in relation to each disclosure made under section 5.65 or 5.70 in relation to the meeting, where the extent of the interest has also been disclosed, the extent of the interest.

The above is an extract of the Regulations. The criteria regarding questions raised by the public *(e)* is not applicable as the ARIC meetings are not open to the public. If the ARIC resolves, the minutes may include a table of 'action items', summarising the agreed actions.

e. Who acts if the Independent Presiding Chair or Independent Deputy Presiding Chair is unavailable?

Shall be in accordance with section 5.14 of the Act i.e. an ARIC member elected by the ARIC.

f. Meeting Not Open to the Public

Meetings are not open to the public as per the provisions of section 5.23 of the Act.

g. Public Question Time

As the ARIC has no delegated powers (section 5.24 of the Act), there is no specific provision for public question time.

h. Members' Conduct

Council Members of the Committee shall be bound by the following

i. The provisions of section 5.65 of the Act;
ii. *Shire of Victoria Plains Meeting Procedures Local Law 2018*;
iii. Shire of Victoria Plains Code of Conduct;
iv. *Local Government (Rules of Conduct) Regulations 2007;* and
v. Regulation 34C of the *Local Government (Administration) Regulations 1996,* with respect to their conduct at meetings and their duty of disclosure.

Council Members and Officers of the Shire of Victoria Plains will be bound by these provisions, relating specifically to their participation in the Committee, at all times.

i. Executive Support

The Chief Executive Officer (or their nominated representative) shall undertake the following executive support:

i. Prepare and distribute meeting papers as required.
ii. Attend and record the Minutes of the meeting.
iii. Provide the administrative support required to present the outcomes of the meeting to Council for consideration where required.

j. Meeting attendance fees and travel

The prescribed meeting fees per meeting is as follows:

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	Elected members		Independent committee members	
Band	**Minimum**	**Maximum**	**Minimum**	**Maximum**
1	$325	$415	$0	$415
2	$195	$305	$0	$305
3	$100	$215	$0	$215
4	$50	$125	$0	$125
All regional local governments	$50	$125	$0	$125

Independent ARIC members will be paid $125 per meeting. Council members have opted for an annual meeting fee, inclusive of all committees.

Travelling expenses will be reimbursed upon receival of the completed travelling expense claim form.

k. Indicative meeting schedule and financial activities

February – review of ARIC Terms of Reference and Risk Register.
April – Compliance Return, Audit Entry Meeting.
September – appropriateness and effectiveness of the local government's systems and procedures.
November – Audit Exit Meeting / Annual Financial Statements.

Other ARIC meetings will be requested on an ad hoc basis as required from time to time.

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Delegated Authority

This committee has no delegated authority.

Adoption and Membership Details

Under the Audit Committee:

The Terms of Reference were adopted by the Council at its meeting on 28 October 2020.

The Terms of Reference were amended on 2 August 2021 re Membership.

The Terms of Reference were reviewed and amended on 23 Oct 2024 inserting paragraph L and amending Appendix 1.

Under new regulations for the ARIC:

Following the commencement of the Local Government Regulations Amendment Regulations (No. 4) 2025 (the ARIC Regulations) from 1 January 2026, audit committees are set to become Audit, Risk and Improvement Committees (ARICs) during a six-month transition period.

Ensure terms of reference and relevant policies and procedures are updated to align with amended regulations.

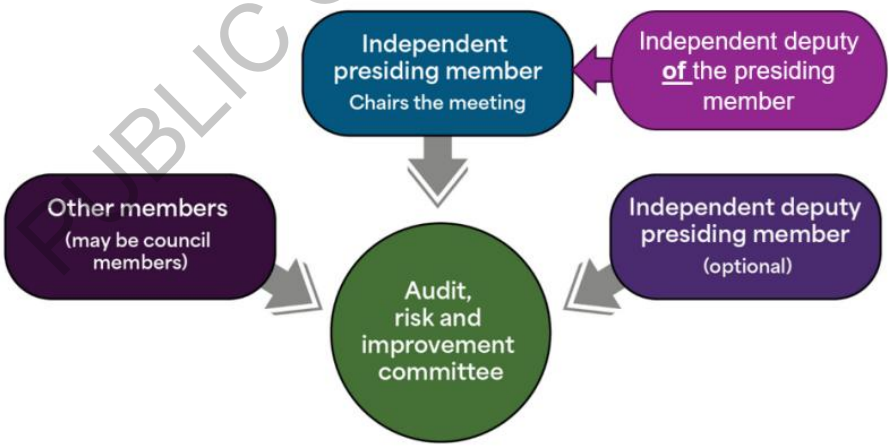
By 30 June 2026:
Establish an ARIC (or shared ARIC) with the required independent presiding member and deputy to the presiding member.

The Terms of Reference for the ARIC was adopted by the Shire of Victoria Plains on the 29 April 2026.

Membership:

Name	Role	ARIC Term Expiry
Mr David Lovelock	Independent Presiding Member	16 Oct 27
Mr Robert Dew	Independent Deputy of the Presiding Member	16 Oct 27
Cr Elizabeth Williams	Member	16 Oct 27
Cr Neil Smith	Member	16 Oct 27
Cr Pauline Bantock	Member	16 Oct 27
Cr Suzanne Woods	Deputy Member	16 Oct 27
Cr Rebecca Johnson	Deputy Member	16 Oct 27

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Appendix 1

Agenda

The reports to the ARIC shall consist of the following:

Agenda	Explanation/Detail/Example of Report Type
Declaration of Opening	
Record of Attendance	• Members • Staff • Apologies • Approved Leave of Absence • Visitors
Interest	• Financial • Proximity • Impartiality
Confirmation of Minutes	Confirmation of the previous ARIC meeting minutes.
Reports Requiring Decision	The following will require reporting on from time to time: 1. Updates on the Functions of the ARIC. 2. External Audits e.g. Interim Audit, Annual Audit and the corresponding actions plans. 3. Internal Audits e.g. four yearly financial management systems review, three yearly Reg 17 Review, the CAR, other internal audits (as per the compliance calendar). 4. Risk Management Issues e.g. quarterly updating and reporting on key risks from time to time. 5. Controls, Systems and Procedures e.g. policy considerations, procedural considerations as part of improvement. 6. Matters of Compliance: as per the compliance calendar. 7. Status Report.
Member Motions of Which Previous Notice Has Been Given	
New Business of an Urgent Nature	

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Closure of Meeting	

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9.5 Mandatory Review of Code of Conduct for Council Members, Committee Members and Candidates

File Reference	
Report Date	10 April 2026
Applicant/Proponent	The Local Government Inspector
Officer Disclosure of Interest	Nil
Previous Meeting Reference	Nil
Prepared by	Sean Fletcher – Chief Executive Officer
Senior Officer	Sean Fletcher – Chief Executive Officer
Authorised by	Sean Fletcher – Chief Executive Officer
Attachments	1. Policy 1.1 – Code of Conduct 2. Policy 1.1A – Behaviour Complaints Management 3. Policy 1.1B – Behaviour Complaints Committee Terms of Reference 4. Revised Delegation 19.1 Behaviour Complaints Committee

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PURPOSE

To seek Council adoption, by absolute majority, of updates to the Shire's Code of Conduct framework to ensure compliance with amendments to the *Local Government (Model Code of Conduct) Regulations 2021* that commenced on 1 January 2026.

BACKGROUND

Council adopted the Shire of Victoria Plains Code of Conduct for Council Members, Committee Members and Candidates (Policy 1.1) in May 2021, together with supporting governance policies Policy 1.1A and Policy 1.1B and Delegation 19.1.

Since that time, the Model Code of Conduct prescribed under *the Local Government Act 1995* has been amended. Local governments are required to update their adopted codes and associated procedures to reflect these changes.

COMMENT

The proposed amendments update the Shire's Code of Conduct framework to ensure it fully reflects the current Model Code of Conduct requirements. The changes are legislative and procedural in nature and do not introduce new local behavioural standards or alter the expected standards of conduct for Council Members, Committee Members or Candidates.

Key changes incorporated into Policy 1.1 – Code of Conduct (new sub- clauses 4, 5, 6, 14A, 14B and the use of conduct breach to replace minor breach) include the introduction of mandatory referral pathways to the Local Government Inspector in prescribed circumstances, the inclusion of provisions allowing the Inspector to appoint a monitor to assist with complaints, and clarification that Council is responsible for complaint determinations unless it authorises a committee or suitably qualified person to act on its behalf by absolute majority. These requirements are explained more fully in the Explanation Box below.

Policy 1.1A – Code of Conduct Behaviour Complaints Management has been amended consequentially (new clauses 3.14 and 3.15 with minor adjustments throughout to reflect these additions) to align the Shire's internal complaint-handling procedures with the updated Code. These changes ensure that complaints are referred appropriately to the Local Government

Inspector where required, that any direction to defer dealing with a complaint is complied with, and that the role of the Behaviour Complaints Committee is exercised only where properly authorised.

Policy 1.1B – Behaviour Complaints Committee Terms of Reference has been overhauled to clearly record Council's authorisation for the Committee to perform complaint-handling functions on behalf of Council and to clarify the limits of the Committee's authority: further subject to any conditions or limitations contained in the applicable Delegated Authority and the Code of Conduct.

Collectively, the amendments improve clarity, ensure legislative compliance, and reduce governance and procedural fairness risk, while maintaining the existing standards of conduct expected of elected members, committee members and candidates.

The changes were required to be completed by 31 March 2026. However, the author due to work priorities regarding the Energy Transition and the emerging Fuel Crisis has not been able to progress the required changes for Council's consideration until now.

EXPLANATION BOX

Mandatory referral to the Local Government Inspector

When does this apply?

Mandatory referral to the Local Government Inspector applies only where all of the following conditions are met:

1. A complaint alleges a behavioural breach under Division 3 of the Code of Conduct (that is, behaviour such as bullying, harassment, misuse of language, conduct at meetings, etc.); **and**
2. The person who is the subject of the complaint has been found, on at least two previous occasions, to have committed a behavioural breach; **and**
3. Those previous findings occurred on or after 1 January 2026.

When these criteria are met, the complaint must be referred to the Local Government Inspector. The Shire cannot choose to continue dealing with the matter locally.

What this means in practice

- Single or first-time behavioural complaints continue to be handled locally.
- Repeated behavioural misconduct triggers external oversight.
- The referral decision is mandatory, not discretionary.

This change is designed to ensure independent escalation where there is a demonstrated pattern of behaviour, rather than one-off incidents.

Appointment of a monitor by the Inspector

When does this apply?

The appointment of a monitor applies only if and when:

- A complaint has been referred to the Local Government Inspector (either because referral is mandatory or because the Inspector has taken carriage of the matter); and
- The Inspector decides that monitoring is necessary to assist with how the complaint is being dealt with or to address broader concerns raised by the complaint.

The Inspector may then:

- Appoint a monitor, and
- Direct the local government to pause or defer further handling of the complaint until the monitor reports back.

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What this means in practice

- The Shire continues to manage complaints unless and until the Inspector intervenes.
- If a monitor is appointed, Council and any committee must comply with any direction to defer dealing with the matter.
- The monitor's role is oversight and assurance, not day-to-day complaint handling.

This provision strengthens public confidence where complex or sensitive matters arise.

Clarification of who makes complaint determinations

When does this apply?

The clarified decision-making arrangements apply whenever a behaviour complaint is being determined locally, that is:

- When a complaint has not been referred to the Inspector; and
- The Shire is required to make findings under clauses 12 (findings) and 13 (dismissal) of the Code.

In these circumstances:

- Council is the default decision-maker, unless it has formally authorised another arrangement.

What authorisation is required?

Council may authorise one of the following by absolute majority resolution:

1. A committee of Council members only (such as the Behaviour Complaints Committee); or
2. A suitably qualified and independent person who meets the legislative eligibility requirements.

Without an absolute-majority authorisation:

- Decisions must be made by Council itself.

What this means in practice

- Existing committee arrangements remain valid provided Council has formally authorised them in line with the updated Code.
- The amendment removes ambiguity and ensures complaint decisions are made lawfully and transparently.
- This protects the Shire from challenges about ultra vires (unauthorised) decision-making.

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Proposed/Required Changes

Changes to Policies 1, 1A and 1B are highlighted in red text. With revised Delegation 19.1, a full draft is presented as this is easier to review due to the number of changes required.

CONSULTATION

The CEO has updated Council on the changes at the February 2026 Briefing Session.

STATUTORY CONTEXT

Section 5.104 of the *Local Government Act 1995* requires every local government to adopt a code of conduct that incorporates the Model Code of Conduct prescribed by regulation. Where the

Model Code is amended, section 5.104(2) requires the local government to amend its adopted code to incorporate those changes within three months of the amendments coming into operation.

The *Local Government (Model Code of Conduct) Regulations 2021* prescribe the Model Code and set out mandatory requirements relating to standards of behaviour, complaint handling, escalation pathways and decision-making responsibilities. Amendments that commenced on 1 January 2026 introduced additional requirements, including mandatory referral of certain complaints to the Local Government Inspector, provisions for the appointment of a monitor, and clarification of who may perform complaint-handling functions on behalf of a local government.

Any adoption or amendment of a code of conduct must be made by resolution carried by an absolute majority of Council. Once adopted, the Chief Executive Officer is required to publish the updated code on the Shire's official website.

CORPORATE CONTEXT

Strategic Business Plan/Corporate Business Plan

STRATEGIC PRIORITIES	WE KNOW WE ARE SUCCEEDING WHEN
4. CIVIC LEADERSHIP	
4.3 Proactive and well governed Shire	Councilors attend training and feel supported in their role
	Council is supported by a skilled team

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Councillors are required to understand and support key compliance matters including the Code of Conduct. The CEO and his staff support this through providing appropriate advice to ensure an informed decision is made that reflects the statutory requirements.

Delegation

As a result of the changes to Policies 1, 1A and 1B, Delegation 19.1 is required to be updated accordingly.

As identified in the Explanation Box, the responsibility for determining behaviour complaints rests with Council as the default decision-maker, unless Council authorises, by resolution carried with an absolute majority, a committee of council members to perform those functions on its behalf. While the Behaviour Complaints Committee has historically performed this role, the existing delegation does not expressly reflect this updated statutory decision-maker framework.

The revised delegation in Attachment 4 is therefore required to:

- clearly link the Committee's authority to Council's absolute-majority authorisation, as required by the Code of Conduct;
- ensure that the Behaviour Complaints Committee continues to operate lawfully as the standing decision-maker for behaviour complaints on behalf of Council;
- recognise mandatory referral pathways to the Local Government Inspector and circumstances where complaint-handling must be deferred, so that delegated authority is not exercised unlawfully; and
- maintain consistency between the Register of Delegations, the Code of Conduct, the Behaviour Complaints Management Policy and the Behaviour Complaints Committee Terms of Reference.

Updating the delegation does not expand the Committee's powers, but clarifies and regularises the legal basis on which those powers are exercised, thereby reducing governance, procedural fairness and legal risk to the Shire

Policy Implications

Policies 1, 1A and 1B must be amended to reflect the new requirements.

Other Corporate Document

Nil

Risk Analysis

Consequence	Consequence Rating:	Likelihood Rating:	Risk Rating	Risk Acceptance/ Controls	Mitigation and Outcome
If Council does not adopt the updated policies, the Shire may continue to operate under governance documents that are inconsistent with current legislation, exposing the Shire to legal, procedural fairness and reputational risk when dealing with conduct complaints.	Moderate (3) Short term non-compliance but with no significant regulatory requirements imposed. Single moderate litigation or numerous minor litigations.	Possible (3) The event should occur at some time(20% chance) At least once in 3 years	Moderate (9)	Service Manager Risk acceptable with adequate controls, managed by specific procedures and subject to semi-annual monitoring	Through the CEO attending departmental briefings and ensuring councillors attend training will ensure that the residual risk is low

FINANCIAL IMPLICATIONS

Nil

VOTING REQUIREMENTS

Absolute Majority

Officer Recommendation

That Council by absolute majority **ADOPTS**:

1. Policy 1.1 – Code of Conduct for Council Members, Committee Members and Candidates, as amended in Attachment 1.
2. Policy 1.1A – Code of Conduct Behaviour Complaints Management, as amended in Attachment 2.
3. Policy 1.1B – Behaviour Complaints Committee Terms of Reference, as amended in Attachment 3.
4. Revised Delegation 19.1 as set out in Attachment 4 and notes that the CEO will put this into the required format at the time of the Annual Review of the Delegations Register prior to 30 June 2026.

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Policy1.1: Code of Conduct for Council Members, Committee Members and Candidates

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Note: *This Code of Conduct has been modified to reflect the introduction of the Inspector and the role of Monitors and clarification regarding the Performance of Complaint handling Functions.*

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Document Control

Responsible Areas	Council
Responsible Officer	CEO
Affected Staff	Nil

Relevant management practices/documents

Guidelines on the Model Code of Conduct for Council Members, Committee Members and Candidates – DLGSCI

Local Government Amendment Regulations Guidance Note - WALGA

Legislation/local law requirements

Local Government Act 1995

Model Code of Conduct Regulations 2021 and the Amendments effective 1 January 2026

Office Use Only				
Relevant delegations	Nil			
Initial Council adoption	Date	3 May 2021	Resolution #	2104-11
Last reviewed	Date	29 April 2026	Resolution #	
Next review due	Date	November 2027		

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Shire of Victoria Plains Code of Conduct for Council Members, Committee Members and Candidates

Policy Purpose:

This Policy is adopted in accordance with section 5.104 of the *Local Government Act 1995*.

Division 1 — Preliminary provisions

1. Citation

This is the *Shire of Victoria Plains* Code of Conduct for Council Members, Committee Members and Candidates.

2. Terms used

(1) In this code —

Act means the Local Government Act 1995;

candidate means a candidate for election as a council member;

complaint means a complaint made under clause 11(1);

publish includes to publish on a social media platform.

(2) Other terms used in this code that are also used in the Act have the same meaning as they have in the Act, unless the contrary intention appears.

Division 2 — General principles

3. Overview of Division

This Division sets out general principles to guide the behaviour of council members, committee members and candidates.

4. Personal integrity

(1) A council member, committee member or candidate should —

(a) act with reasonable care and diligence; and

(b) act with honesty and integrity; and

(c) act lawfully; and

(d) identify and appropriately manage any conflict of interest; and

(e) avoid damage to the reputation of the local government.

(2) A council member or committee member should —

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(a) act in accordance with the trust placed in council members and committee members; and

(b) participate in decision making in an honest, fair, impartial and timely manner; and

(c) actively seek out and engage in training and development opportunities to improve the performance of their role; and

(d) attend and participate in briefings, workshops and training sessions provided or arranged by the local government in relation to the performance of their role.

5. Relationship with others

(1) A council member, committee member or candidate should —

(a) treat others with respect, courtesy and fairness; and

(b) respect and value diversity in the community.

(2) A council member or committee member should maintain and contribute to a harmonious, safe and productive work environment.

6. Accountability

A council member or committee member should —

(a) base decisions on relevant and factually correct information; and

(b) make decisions on merit, in the public interest and in accordance with statutory obligations and principles of good governance and procedural fairness; and

(c) read all agenda papers given to them in relation to council or committee meetings; and

(d) be open and accountable to, and represent, the community in the district.

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Division 3 — Behaviour

7. Overview of Division

This Division sets out —

(a) requirements relating to the behaviour of council members, committee members and candidates; and

(b) the mechanism for dealing with alleged breaches of those requirements.

8. Personal integrity

(1) A council member, committee member or candidate —

(a) must ensure that their use of social media and other forms of communication complies with this code; and

(b) must only publish material that is factually correct.

(2) A council member or committee member —

(a) must not be impaired by alcohol or drugs in the performance of their official duties; and

(b) must comply with all policies, procedures and resolutions of the local government.

9. Relationship with others

A council member, committee member or candidate —

(a) must not bully or harass another person in any way; and

(b) must deal with the media in a positive and appropriate manner and in accordance with any relevant policy of the local government; and

(c) must not use offensive or derogatory language when referring to another person; and

(d) must not disparage the character of another council member, committee member or candidate or a local government employee in connection with the performance of their official duties; and

(e) must not impute dishonest or unethical motives to another council member, committee member or candidate or a local government employee in connection with the performance of their official duties.

10. Council or committee meetings

When attending a council or committee meeting, a council member, committee member or candidate —

(a) must not act in an abusive or threatening manner towards another person; and

(b) must not make a statement that the member or candidate knows, or could reasonably be expected to know, is false or misleading; and

(c) must not repeatedly disrupt the meeting; and

(d) must comply with any requirements of a local law of the local government relating to the procedures and conduct of council or committee meetings; and

(e) must comply with any direction given by the person presiding at the meeting; and

(f) must immediately cease to engage in any conduct that has been ruled out of order by the person presiding at the meeting.

11. Complaint about alleged breach

(1) A person may make a complaint, in accordance with subclause (2), alleging a breach of a requirement set out in this Division.

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(2) A complaint must be made —

(a) in writing in the form approved by the local government; and

(b) to a person authorised under subclause (3); and

(c) within 1 month after the occurrence of the alleged breach.

(3) The local government must, in writing, authorise 1 or more persons to receive complaints and withdrawals of complaints.

(4) A complaint must be dealt with under clauses 12 to 15 unless —

(a) the complaint is required to be referred to the Local Government Inspector in accordance with regulation 3A of the Local Government (Model Code of Conduct) Regulations 2021; and

(b) the Inspector refers the complaint to be dealt with under Part 8A Division 5 of the Local Government Act 1995.

(5) Where regulation 3A of the Local Government (Model Code of Conduct) Regulations 2021 applies to a complaint, a person authorised under subclause (3) must refer the complaint to the Inspector under section 5.105(3) of the *Local Government Act 1995*.

(6) A complaint must also be dealt with under clauses 12 to 15 if the Inspector refers the complaint to the local government under the *Local Government (Local Government Inspector) Regulations*.

Notes:
The complaints form was adopted by Council on 24 February 2021. A revised form was adopted on 28 April 2021 (See Attachment 1)
The CEO was appointed the Complaints Officer on 24 February 2021

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12. Dealing with complaint

(1) After considering a complaint, the local government must, unless it dismisses the complaint under clause 13 or the complaint is withdrawn under clause 14(1), make a finding as to whether the alleged breach the subject of the complaint has occurred.

(2) Before making a finding in relation to the complaint, the local government must give the person to whom the complaint relates a reasonable opportunity to be heard.

(3) A finding that the alleged breach has occurred must be based on evidence from which it may be concluded that it is more likely that the breach occurred than that it did not occur.

(4) If the local government makes a finding that the alleged breach has occurred, the local government may —

(a) take no further action; or

(b) prepare and implement a plan to address the behaviour of the person to whom the complaint relates.

(5) When preparing a plan under subclause (4)(b), the local government must consult with the person to whom the complaint relates.

(6) A plan under subclause (4)(b) may include a requirement for the person to whom the complaint relates to do 1 or more of the following —

(a) engage in mediation;

(b) undertake counselling;

(c) undertake training;

(d) take other action the local government considers appropriate.

(7) If the local government makes a finding in relation to the complaint, the local government must give the complainant, and the person to whom the complaint relates, written notice of —

(a) its finding and the reasons for its finding; and

(b) if its finding is that the alleged breach has occurred — its decision under subclause (4).

13. Dismissal of complaint

(1) The local government must dismiss a complaint if it is satisfied that —

(a) the behaviour to which the complaint relates occurred at a council or committee meeting; and

(b) either —

(i) the behaviour was dealt with by the person presiding at the meeting; or

(ii) the person responsible for the behaviour has taken remedial action in accordance with a local law of the local government that deals with meeting procedures.

(2) If the local government dismisses a complaint, the local government must give the complainant, and the person to whom the complaint relates, written notice of its decision and the reasons for its decision.

14. Withdrawal of complaint

(1) A complainant may withdraw their complaint at any time before the local government makes a finding in relation to the complaint.

(2) The withdrawal of a complaint must be —

(a) in writing; and

(b) given to a person authorised under clause 11(3).

14A. Appointment of monitor

(1) (1) The Local Government Inspector may appoint a monitor for the local government to assist the local government to deal with matters raised by a complaint.

(2) If the Inspector appoints a monitor —

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(a) the Inspector may direct the local government to defer dealing further with the complaint until the monitor reports to the Inspector on the outcome of the monitoring assignment; and

(b) the local government must comply with the direction.

14B. Performance of complaint handling functions under clauses 12 and 13

(1) The local government's functions under clauses 12 and 13 must be performed by the Council.

(2) Despite subclause (1), Council may, by resolution carried with an absolute majority, authorise a committee of Council members only to perform a function for and on behalf of the local government.

(3) Despite subclause (1), Council may, by resolution carried with an absolute majority, authorise a suitably qualified person to perform a function for and on behalf of the local government.

(4) A resolution made under subclause (3) must include—
(a) a statement that Council is satisfied the person is suitably qualified and experienced to perform the function; and
(b) an explanation of why Council is satisfied of that matter; and
(c) a statement that Council is satisfied the person is impartial and has no close association with any Council member or employee of the local government.

(5) Nothing in this clause prevents an employee of the local government from providing advice or administrative assistance in relation to the performance of a function.

15. Other provisions about complaints

(1) A complaint about an alleged breach by a candidate cannot be dealt with by the local government unless the candidate has been elected as a council member.

(2) The procedure for dealing with complaints may be determined by the local government to the extent that it is not provided for in this Division.

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Note:
The framework for dealing with complaints is provided for in a separate policy: Code of Conduct Behaviour Complaints Management

Division 4 — Rules of conduct

Notes for this Division:

1. *Under section 5.105(1) of the Act a council member commits a minor breach conduct breach if the council member contravenes a rule of conduct. This extends to the contravention of a rule of conduct that occurred when the council member was a candidate.*
2. *A minor breach conduct breach is dealt with by a standards panel under section 5.110 of the Act.*

16. Overview of Division

(1) This Division sets out rules of conduct for council members and candidates.

(2) A reference in this Division to a council member includes a council member when acting as a committee member.

17. Misuse of local government resources

(1) In this clause —

electoral purpose means the purpose of persuading electors to vote in a particular way at an election, referendum or other poll held under the Act, the *Electoral Act 1907* or the *Commonwealth Electoral Act 1918*;

resources of a local government includes —

(a) local government property; and

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

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

18. Securing personal advantage or disadvantaging others

(1) A council member must not make improper use of their office —

(a) to gain, directly or indirectly, an advantage for the council member or any other person; or

(b) to cause detriment to the local government or any other person.

(2) Subclause (1) does not apply to conduct that contravenes section 5.93 of the Act or *The Criminal Code* section 83.

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19. Prohibition against involvement in administration

(1) A council member must not undertake a task that contributes to the administration of the local government unless authorised by the local government or the CEO to undertake that task.

(2) Subclause (1) does not apply to anything that a council member does as part of the deliberations at a council or committee meeting.

20. Relationship with local government employees

(1) In this clause —

local government employee means a person —

(a) employed by a local government under section 5.36(1) of the Act; or

(b) engaged by a local government under a contract for services.

(2) A council member or candidate must not —

(a) direct or attempt to direct a local government employee to do or not to do anything in their capacity as a local government employee; or

(b) attempt to influence, by means of a threat or the promise of a reward, the conduct of a local government employee in their capacity as a local government employee; or

(c) act in an abusive or threatening manner towards a local government employee.

(3) Subclause (2)(a) does not apply to anything that a council member does as part of the deliberations at a council or committee meeting.

(4) If a council member or candidate, in their capacity as a council member or candidate, is attending a council or committee meeting or other organised event (for example, a briefing or workshop), the council member or candidate must not orally, in writing or by any other means —

(a) make a statement that a local government employee is incompetent or dishonest; or

(b) use an offensive or objectionable expression when referring to a local government employee.

(5) Subclause (4)(a) does not apply to conduct that is unlawful under *The Criminal Code* Chapter XXXV.

21. Disclosure of information

(1) In this clause —

closed meeting means a council or committee meeting, or a part of a council or committee meeting, that is closed to members of the public under section 5.23(2) of the Act;

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confidential document means a document marked by the CEO, or by a person authorised by the CEO, to clearly show that the information in the document is not to be disclosed;

document includes a part of a document;

non confidential document means a document that is not a confidential document.

(2) A council member must not disclose information that the council member —

(a) derived from a confidential document; or

(b) acquired at a closed meeting other than information derived from a non confidential document.

(3) Subclause (2) does not prevent a council member from disclosing information —

(a) at a closed meeting; or

(b) to the extent specified by the council and subject to such other conditions as the council determines; or

(c) that is already in the public domain; or

(d) to an officer of the Department; or

(e) to the Minister; or

(f) to a legal practitioner for the purpose of obtaining legal advice; or

(g) if the disclosure is required or permitted by law.

22. Disclosure of interests

(1) In this clause —

interest —

(a) means an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest; and

(b) includes an interest arising from kinship, friendship or membership of an association.

(2) A council member who has an interest in any matter to be discussed at a council or committee meeting attended by the council member must disclose the nature of the interest —

(a) in a written notice given to the CEO before the meeting; or

(b) at the meeting immediately before the matter is discussed.

(3) Subclause (2) does not apply to an interest referred to in section 5.60 of the Act.

(4) Subclause (2) does not apply if a council member fails to disclose an interest because the council member did not know —

(a) that they had an interest in the matter; or

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(b) that the matter in which they had an interest would be discussed at the meeting and the council member disclosed the interest as soon as possible after the discussion began.

(5) If, under subclause (2)(a), a council member discloses an interest in a written notice given to the CEO before a meeting, then —

(a) before the meeting the CEO must cause the notice to be given to the person who is to preside at the meeting; and

(b) at the meeting the person presiding must bring the notice and its contents to the attention of the persons present immediately before any matter to which the disclosure relates is discussed.

(6) Subclause (7) applies in relation to an interest if —

(a) under subclause (2)(b) or (4)(b) the interest is disclosed at a meeting; or

(b) under subclause (5)(b) notice of the interest is brought to the attention of the persons present at a meeting.

(7) The nature of the interest must be recorded in the minutes of the meeting.

23. Compliance with plan requirement

If a plan under clause 12(4)(b) in relation to a council member includes a requirement referred to in clause 12(6), the council member must comply with the requirement.

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Attachment One – Division 3 Complaints Form

Behaviour Complaint Form

Division 3 of the Code of Conduct for Council Members, Committee Members and Candidates

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Instructions for: **Making a complaint about an alleged breach of the Shire of Victoria Plains Code of Conduct for Council Members, Committee Members and Candidates**

Behaviour Complaint

Please read the Shire of Victoria Plain's Code of Conduct Behaviour Complaints Policy on our website www.victoriaplains.wa.gov.au before submitting a complaint. This Policy details:

- How the Shire will process and determine a Behaviour Complaint; and
- How confidentiality of the complaint will be handled.

To make a valid **Behaviour Complaint**:

☐	The allegation must relate to a breach of the behaviour standards in Division 3 of the Shire of Victoria Plain's Code of Conduct for Council Members, Committee Members and Candidates.
☐	Complete all sections of the Behaviour Complaint Form attached, including any additional information that will support assessment of the complaint. *The Behaviour Complaints Officer may contact you to clarify or ask for more information.*
☐	The completed Behaviour Complaint Form MUST be lodged with the Shire of Victoria Plains Behaviour Complaints Officer (CEO) within one (1) month of the alleged behaviour breach. complaints lodged outside the one-month timeframe cannot be accepted.
☐	Some behaviour complaints: • may be required to be referred to the Local Government Inspector, or • may be lawfully deferred under legislation

Rules of Conduct (Division4) Complaint

Rules of Conduct matters relate to an alleged conduct breach under Division 4 of the Shire of Victoria Plains Code of Conduct for Council Members, Committee Members and Candidates.

Rules of Conduct matters are not behaviour complaints and must not be lodged using this form. Conduct breaches are dealt with under Part 8A of the *Local Government Act 1995* through the Local Government Inspector.

For information about Rules of Conduct (conduct breach) matters, contact:

Local Government Inspector: (08) 9222 3333 | Website: Local Government Inspector; or

Shire of Victoria Plains (for general guidance)
Phone: (08) 9682 7004 | Website: www.victoriaplains.wa.gov.au

Need Advice?

If you require advice in making a Behaviour Complaint, please contact the Shire of Victoria Plain's Behaviour Complaints Officer on (08) 9682 7004 or by email ceo@victoriaplains.wa.gov.au

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Behaviour Complaint Form

Shire of Victoria Plains Code of Conduct for Council Members, Committee Members and Candidates

Name of Person Making the Complaint				
Complainant Name: *Given Name/s and Family Name*				
Contact Details				
Residential Address:				
Postal Address:				
Phone:	Day-time:		Mobile:	
Email:				

Complaint Details:			
1.	**Insert Name of Person alleged to have committed a behavior breach:**		
2.	**Select the position that the person was fulfilling at the time the person committed the alleged behaviour breach:**	Council Member of the Shire of Victoria Plains	☐
		Member of a Committee of the Shire of Victoria Plains	☐
		Candidate for election at the Shire of Victoria Plains	☐
3.	**Date that the alleged behaviour breach occurred:**		
4.	**Location where the alleged behaviour breach occurred:**		

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5.	**Which of the behaviours prescribed in Division 3 of the Shire of Victoria Plain's Code of Conduct do you allege this person has breached?**	
	Clause 8. Personal integrity (1) A council member, committee member or candidate —	
	(a) must ensure that their use of social media and other forms of communication complies with this code; and	☐
	(b) must only publish material that is factually correct	☐
	(2) A council member or committee member —	
	(a) must not be impaired by alcohol or drugs in the performance of their official duties; and	☐
	(b) must comply with all policies, procedures and resolutions of the local government.	☐
	Clause 9. Relationship with others A council member, committee member or candidate —	
	(a) must not bully or harass another person in any way; and	☐
	(b) must deal with the media in a positive and appropriate manner and in accordance with any relevant policy of the local government; and	☐
	(c) must not use offensive or derogatory language when referring to another person; and	☐
	(d) must not disparage the character of another council member, committee member or candidate or a local government employee in connection with the performance of their official duties; and	☐
	(e) must not impute dishonest or unethical motives to another council member, committee member or candidate or a local government employee in connection with the performance of their official duties.	☐
	Clause 10. Council or committee meetings When attending a council or committee meeting, a council member, committee member or candidate —	
	(a) must not act in an abusive or threatening manner towards another person; and	☐
	(b) must not make a statement that the member or candidate knows, or could reasonably be expected to know, is false or misleading; and	☐
	(c) must not repeatedly disrupt the meeting; and	☐
	(d) must comply with any requirements of a local law of the local government relating to the procedures and conduct of council or committee meetings; and	☐
	(e) must comply with any direction given by the person presiding at the meeting; and	☐
	(f) must immediately cease to engage in any conduct that has been ruled out of order by the person presiding at the meeting.	☐

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6.	**State the full details of the alleged breach.**

7	**List any additional information you have provided as part of this complaint:** *Please ensure all information relevant to the alleged breach has been attached. This information will be the basis on which the complaint is considered.*

9	**Have you made any efforts to resolve the complaint with the Respondent?** *Please note, you MUST complete this section*	
YES	☐	*If yes, please describe the efforts that you have made.*
NO	☐	*If no, please include a brief statement explaining why you have not made any efforts to resolve the issue with the person complained about.*

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10	*The Shire of Victoria Plains has a policy that the Complainant and the Respondent be offered the opportunity to participate in an Alternative Dispute Resolution process, that if agreed to by BOTH parties, will be undertaken before the complaint is dealt with.* *The objective is to support both parties to reach a mutually satisfactory outcome that resolves the issues and restores the relationship between them. An outcome may be that as the Complainant, you will have absolute discretion to withdraw or continue with this Complaint.* *Please contact the Behaviour Complaints Officer if you would like more information.*		
	Would you agree to participate in an Alternative Dispute Resolution process?	**YES**	☐
		NO	☐

11	**Desired outcome of the Complaint** *Please explain what you would like to happen as a result of lodging this complaint, including the opportunity to participate in Alternative Dispute Resolution.*

COMPLAINANT *please sign and date*	
Signature:	
Date:	

Please submit completed Behaviour Complaint to:

The Shire of Victoria Plain's Behaviour Complaints Officer:

28 Cavell Street Calingiri 6569
(P O Box 21 Calingiri 6569)

OFFICE USE ONLY: *Received by the Council appointed Behaviour Complaints Officer*	
Authorised Officer's Name:	
Authorised Officer's Signature:	
Date received:	

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Policy 1.1A: Code of Conduct Behaviour Complaints Management

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Note: *This Code of Conduct has been modified to reflect the introduction of the Inspector and the role of Monitors and clarification regarding the Performance of Complaint Handling Functions.*

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Policy Objective

To establish, in accordance with Clause 15(2) of the *Local Government (Model Code of Conduct) Regulations 2021* and the Shire of Victoria Plains Code of Conduct for Council Members, Committee Members and Candidates (Code of Conduct) the procedure for dealing with complaints about alleged breaches of the behaviour requirements included in Division 3 of the Shire's Code of Conduct.

To give effect to the Shire of Victoria Plain's commitment to an effective, transparent, fair and accessible complaints handling process that supports high standards of behaviour of Council Members, Committee Members and Candidates.

Policy Scope

This Policy applies to complaints made in accordance with Clause 11 of the Shire of Vitoria Plains Code of Conduct for Council Members, Committee Members and Candidates.

This Policy applies to Council Members, Committee Members, Candidates and any person who submits a complaint in accordance with this Policy.

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Definitions

Act means the *Local Government Act 1995*.

Behaviour Complaints Committee means the Committee established by the Council in accordance with s.5.8 of the Act for the purpose of dealing with Complaints. The role of the Behaviour Complaints Committee is outlined in Part 2.3 of this Policy.

Behaviour Complaints Officer means a person authorised in writing *[by Council resolution or by the CEO exercising delegated authority]* under clause 11(3) of the Code of Conduct to receive complaints and withdrawals of complaints. The role of the Behaviour Complaints Officer is addressed in Part 2.1 of this Policy.

Note: Appointment of Complaints Officer

Council resolved at its meeting on 24 February 2021 to appoint the Shire's CEO as the Complaints Officer for this purpose

Breach means a breach of Division 3 of the Shire of Victoria Plains Code of Conduct for Council Members, Committee Members and Candidates.

Candidate means a candidate for election as a Council Member, whose nomination has been accepted by the Returning Officer under s.4.49 of the Act, but does not include a Council Member who has nominated for re-election. A person is a Candidate from the date on which their nomination is accepted, until the Returning Officer declares the election result in accordance with s.4.77 of the Act.

Candidate Complaint means a Complaint alleging a Breach by a Candidate. Candidate Complaints are dealt with in Part 3.2 of this Policy.

Code of Conduct means the Shire of Victoria Plains Code of Conduct for Council Members, Committee Members and Candidates.

Committee means a committee of Council, established in accordance with s.5.8 of the Act.

Committee Member means a Council Member, employee of the Shire of Victoria Plains or other person who has been appointed by the Council to be a member of a Committee, in accordance with s.5.10(1) of the Act. A person is a Committee Member from the date on which they are appointed, until their appointment expires or is terminated by Council resolution.

Complaint means a complaint submitted under Clause 11 of the Code of Conduct.

Complainant means a person who has submitted a Complaint in accordance with this Policy.

Complaint Assessor means a person appointed by the Behaviour Complaints Officer in accordance with Part 2.2 and Part 3.8 of this Policy.

***C*omplaint Documents** means the Complaint Form and any supporting information, evidence, or attachments provided by the Complainant.

Complaint Form means the form approved under clause 11(2)(a) of the Code of Conduct *[by Council resolution or by the CEO exercising delegated authority]*.

Council means the Council of the Shire of Victoria Plains.

Council or Committee Meeting means a formal meeting of the Council or a Committee that is called and convened in accordance with the Act. It does not include informal meetings, such as workshops or briefings.

Council Member means a person who is currently serving a term of office as an elected member of the Council in accordance with the Act.

Finding means a finding made in accordance with clause 12(1) of the Code of Conduct as to whether the alleged Breach has or has not occurred.

Plan means a Plan that may be prepared and implemented under clause 12(4)(b) of the Code of Conduct, to address the behaviour of the person to whom the complaint relates (the Respondent), if a Finding has been made that a Breach has occurred.

Response Documents means the response provided by the Respondent to the Complaint, and includes any supporting information or evidence that is supplied.

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Policy Statement

1. Principles

1.1. Procedural fairness

The principles of procedural fairness, or natural justice, will apply when dealing with a Complaint under this Policy. In particular:

- the Respondent will be afforded a reasonable opportunity to be heard before any findings are made, or a plan implemented;
- the decision maker should be objective and impartial, with an absence of bias or the perception of bias; and
- any findings made will be based on proper and genuine consideration of the evidence.

Further Advice on Procedural Fairness

The Shire notes that the WA Ombudsman has suitable guidelines in place: Procedural fairness (natural justice) for detailed commentary on these principles.

1.2. Consistency

The application of this Policy should lead to consistency in process and outcomes. While each Complainant and Respondent will be dealt with according to their circumstances, and each Complaint considered and determined on its merits, similar circumstances will result in similar decisions.

1.3. Confidentiality

The Shire of Victoria Plains will take all reasonable steps to maintain confidentiality when dealing with the Complaint, in order to protect both the Complainant and Respondent.

Council Members, Local Government employees and contractors who have a role in handling a specific complaint will be provided with sufficient information to fulfil their role. They must manage this information securely, and must not disclose or inappropriately use this information.

Complainants will be advised of the level of confidentiality they can expect, and that breaches of confidentiality on their part may prejudice the progress of their Complaint.

Matters Regarding Breaches of Confidentiality

There is no direct statutory provision for confidentiality of behaviour breach allegations under the Act or the *Local Government (Model Code of Conduct) Regulations 2021*. To afford specific protections, the following is to apply:

- In order to allow the Respondent to understand and respond to the complaint against them, the name of the Complainant will be provided to the Respondent, unless the Complainant provides reasons this should not occur.

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- The Complainant's contact information will not be provided to the Respondent.
- The Complainant's name and contact information will not be included in any publicly available documents such as meeting agenda or minutes.
- The Complainant should be aware that Complaint Documents may be subject to an FOI request, noting that they must be consulted before any documents are released, and exemptions may apply.

In accordance with *Local Government (Administration) Regulations 1996*, r.11(d) the details of decisions made at Council or Committee meetings must be included in the minutes. However, with complaints under the Code of Conduct only the resolution can be included in the public record. All other content is confidential except for that information that identifies the matter under consideration.

A breach of confidentiality by Council Members or Committee Members would be a breach of the Code of Conduct clause 8(2)(b) requirement to comply with all Local Government Policies. In the case of Council Members, this may also be a breach of Rule of Conduct 18(1).

1.4. Accessibility

The Shire of Victoria Plains will ensure that information on how to make a complaint, including this Policy, is available at the Shire of Victoria Plain's Administration Building and on the Shire of Victoria Plain's website. The Shire of Victoria Plains will make information available in alternative formats if requested.

Any person wishing to make a complaint may contact the Behaviour Complaints Officer if they require assistance in completing the complaint form or otherwise navigating the complaints process.

1.5 Conflicts of Interest

DLGSCI has produced Guidelines on the Model Code of Conduct for Council Members, Committee Members and Candidates. These Guidelines confirm that Council Members who have made a complaint, or are the subject of a complaint, would have an impartiality interest, however this does not require them to leave a meeting for debate or decision. It is the Shire's view, based on the sector's advocacy position through WALGA, that the presence and participation of Council Members directly involved in the complaint creates a clear apprehension of bias and is incompatible with the principles of procedural fairness. Therefore, this Framework proposes the option of establishing a Complaints Committee with delegated authority that can only be exercised in the absence of Council Members who are parties to the complaint.

2. Roles

2.1. Behaviour Complaints Officer

The Behaviour Complaints Officer is authorised in accordance with clause 11(3) of the Code of Conduct to accept complaints and withdrawal of complaints.

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The Behaviour Complaints Officer is not an advocate for the complainant or the respondent. The Behaviour Complaints Officer provides procedural information and assistance to both Complainant and Respondent.

The Behaviour Complaints Officer will liaise with and provide administrative support to a Complaint Assessor appointed under this Policy.

The Behaviour Complaints Officer will liaise with the Local Government to facilitate the calling and convening of Council or Behaviour Complaints Committee meetings if required.

In undertaking their functions, the Behaviour Complaints Officer will apply the Principles of this Policy.

2.2. Complaint Assessor

The Complaint Assessor is appointed by the Behaviour Complaints Officer in accordance with Part 3.8 of this Policy.

The Complaint Assessor is an impartial third party who will undertake the functions specified in this Policy. In undertaking their functions, the Complaint Assessor will apply the Principles of this Policy.

The Complaint Assessor will liaise with the Behaviour Complaints Officer to manage the administrative requirements of dealing with the Complaint in accordance with this Policy.

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Further Criteria: Investigation of Complaints

The Complaint Assessor may also undertake an investigation into a complaint. Accordingly:

1. Further to Part 3.8, if engaged, the Complaint Assessor is appointed on receipt of the complaint.
2. The Complaints Assessor may undertake the responsibilities listed in:
    a. Part 3.4 Notice to Complainant
    b. Part 3.5 Notice to Respondent
    c. Part 3.6 Alternative Dispute Resolution
3. Depending on the nature of the complaint (for example minor or major or complex or other), the Complaint Assessor is to:
    - Develop the scope of the investigation (Terms of Reference), or
    - Simply request a written response from the Respondent and review all documents provided (the Complaint Documents, any Shire Records identified by the Behaviour Complaints Officer, and Response Documents);
    - Refer to Parts 3.9 Search of Local Government Records, 3.10 Assessment of the Complaint and 3.11 Complaint Report.

Appointment of the Complaints Assessor must be in accordance with the Shire's purchasing policy. The Complaints Assessor must also follow the Shire's Record Keeping requirements.

2.3. Behaviour Complaints Committee

The Behaviour Complaints Committee is a Committee of Council established in accordance with s.5.8 of the Act for the purpose of dealing with Complaints.

The Behaviour Complaints Committee is a Committee of Council Members only. The membership and purpose of the Behaviour Complaints Committee is outlined in the Policy on Behaviour Complaints Committee Terms of Reference.

The Behaviour Complaints Committee may only perform complaint-handling functions under clauses 12 and 13 of the Code of Conduct where Council has formally authorised the Committee to do so by resolution carried with an absolute majority in accordance with clause 14B of the Code of Conduct.

3. Procedure

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3.1. Making a complaint

Any person may make a Complaint alleging that a Council Member, Committee Member or Candidate has behaved in a way that constitutes a breach of Division 3 of the Code of Conduct *[clause 11(1) of the Code of Conduct]*.

A Complaint must be made within one (1) month after the alleged Breach *[clause 11(2)(c) of the Code of Conduct]*.

A Complaint must be made by completing the Behaviour Complaint Form in full and providing the completed forms to the Behaviour Complaints Officer.

A Complaint must be made in accordance with the Behaviour Complaint Form and specify which requirement(s) of the Code of Conduct is alleged to have been breached.

A Complaint is required to include the name and contact details of the Complainant therefore anonymous complaints cannot be accepted.

Where a Complaint Form omits required details, the Behaviour Complaints Officer will invite the Complainant to provide this information in order for the Complaint to be progressed.

Where a Complaint is made more than 1 month after the alleged breach, the Behaviour Complaints Officer will give the Complainant written notice that the Complaint cannot be made *[clause 11(2)(c) of the Code of Conduct]*.

3.2. Candidate Complaints

A Complaint in relation to a Candidate must be made in accordance with 3.1, above, but cannot be dealt with unless the Candidate is subsequently declared elected as a Council Member.

Within 7 days after receiving a Candidate Complaint, the Behaviour Complaints Officer will provide written notice:

- To the Complainant confirming receipt, and advising of the procedure for candidate complaints; and
- To the Respondent, including a summary of the complaint, and advising of the procedure for candidate complaints.

No action will be taken until the results of the election are declared by the Returning Officer. If the respondent is elected, then the complaint will be dealt with in accordance with this Policy. Timeframes that would otherwise commence on the receipt of a Complaint will be taken to commence on the election date.

If the Respondent is not elected, the Behaviour Complaints Officer will provide the Complainant with notice that the Respondent has not been elected and that the Complaint cannot be dealt with *[clause 15(1) of the Code of Conduct]*.

3.3. Withdrawing a Complaint

A Complainant may withdraw their Complaint at any time before a Finding has been made in relation to the Complaint *[clause 14 of the Code of Conduct]*.

A Complainant may withdraw a Complaint by advising the Behaviour Complaints Officer in writing that they wish to do so.

After receiving a written withdrawal of the Complaint, the Behaviour Complaints Officer will take all necessary steps to terminate the process commenced under this Policy.

3.4. Notice to Complainant

Within 7 days after receiving a Complaint, the Behaviour Complaints Officer will provide written notice to the Complainant that:

- confirms receipt of the Complaint;
- outlines the process that will be followed and possible outcomes including advice where a complaint is required to be referred to the Local Government Inspector or where complaint handling is otherwise deferred;
- explains the application of confidentiality to the complaint;
- includes a copy of this Policy; and
- if necessary, seeks clarifications or additional information.

If the Complaint Form indicates that the Complainant agrees to participate in Alternative Dispute Resolution, the Behaviour Complaints Officer will advise the Complainant of the process in accordance with Part 3.6 of this Policy.

3.5. Notice to Respondent

Within 14 days after receiving a Complaint, the Behaviour Complaints Officer will provide written notice to the Respondent that:

- advises that a Complaint has been made in accordance with the Code of Conduct and this Policy;

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- includes a copy of the Complaint Documents;
- outlines the process that will be followed, the opportunities that will be afforded to the Respondent to be heard and the possible outcomes;
- if the matter has been referred or deferred;
- includes a copy of this Policy; and
- if applicable, advises that further information has been requested from the Complainant and will be provided in due course.

If the Complainant has agreed to participate in Alternative Dispute Resolution, the Behaviour Complaints Officer will ask the Respondent if they are also willing to participate in accordance with Part 3.6 of this Policy.

3.6. Alternative Dispute Resolution

The Shire of Victoria Plains recognises that Alternative Dispute Resolution may support both parties reach a mutually satisfactory outcome that resolves the issues giving rise to the Complaint. Alternative Dispute Resolution requires the consent of both parties to the Complaint and may not be appropriate in all circumstances.

To commence the process, the Behaviour Complaints Officer will, as the first course of action upon receiving a complaint, offer the Complainant and the Respondent the option of Alternative Dispute Resolution. If both parties agree to participate in Alternative Dispute Resolution, the Behaviour Complaints Officer will pause the formal process.

The objective of Alternative Dispute Resolution will be to reach an agreed resolution that satisfies the Complainant that the formal process is no longer required, allowing them to withdraw the Complaint, in accordance with Part 3.3 of this Policy. For example, an offer by a Respondent to issue a voluntary apology in response to a Complaint, even in the absence of a request from the Complainant, qualifies for consideration as Alternative Dispute Resolution.

If Alternative Dispute Resolution is commenced, both the Complainant and Respondent may decline to proceed with the process at any time. The process may also be terminated on the advice of a third party who is providing assistance to the Local Government, such as a facilitator or mediator.

If Alternative Dispute Resolution is terminated or does not achieve an agreed outcome that results in the withdrawal of the Complaint, the Behaviour Complaints Officer will resume the formal process required under this Policy.

Alternative Dispute Resolution must not be commenced or continued where a complaint is required to be referred to the Local Government Inspector or where the Inspector has directed the local government to defer dealing with the complaint.

Options to Conduct Alternative Dispute Resolution

The available option(s) for Alternative Dispute Resolution include:

- negotiation with the assistance of the Behaviour Complaints Officer or other appropriate person as an intermediary; or
- facilitation with a contracted service provider.

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When engaging a supplier:

1. The time/cost threshold must be specified. If there is no agreement between the parties within a reasonable timeframe, then the Alternative Dispute Resolution will be deemed as unsuccessful, and the formal complaints procedure resumed;
2. Apart from the criteria in Point 1, must be in accordance with the Shire's purchasing policy.

3.7. Order of Complaints

Subject to the complaint not being required to be referred to the Local Government Inspector and subject to Council authorisation under clause 14B of the Code of Conduct, Complaints will normally be dealt with in the order in which they are received.

If more than one Complaint is received that relates to the same alleged behaviour, the Behaviour Complaints Officer may decide to progress those Complaints concurrently.

3.8. Appointment of Complaints Assessor

If Alternative Dispute Resolution is not commenced, is terminated or does not achieve an agreed outcome resulting in the withdrawal of the Complaint, the Behaviour Complaints Officer will appoint a suitably qualified and experienced Complaint Assessor, in accordance with the Shire of Victoria Plain's Purchasing Policy.

The Behaviour Complaints Officer will endeavour to appoint a Complaint Assessor within a reasonable period. The Behaviour Complaints Officer will provide written notice of the appointment to the Complainant and the Respondent.

3.9. Search of Local Government Records

The Complaint Assessor may request the Behaviour Complaints Officer to search for any relevant records in the Shire of Victoria Plain's Record Management System.

In particular, if the behaviour is alleged to have occurred at a Council or Committee Meeting, the Behaviour Complaints Officer will be requested to identify any Local Government records that provide evidence that may support a decision as to whether:

- the behaviour occurred at a Council or Committee Meeting,
- the behaviour was dealt with by the person presiding at the meeting, and/or
- the Respondent has taken remedial action in accordance with the *Shire of Victoria Plains Meeting Procedures Local Law 2018*.

The Complaints Assessor must provide the Respondent with a copy of any records that are identified. In addition, where a clarification or additional information has been sought from the Complainant by either the Behaviour Complaints Officer or the Complaint Assessor, copies must also be provided to the Respondent.

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3.10. Assessment of the Complaint

Where a complaint may be dealt with locally under the Code of Conduct, the Complaint Assessor will undertake an assessment of the Complaint in accordance with the process outlined in the Notices given under Part 3.4 and Part 3.5 of this Policy.

The Complaint Assessor must ensure that the Respondent is provided with a reasonable opportunity to be heard before forming any opinions, or drafting the Complaint Report or recommendations.

3.11. Complaint Report

The Complaint Assessor will prepare a Complaint Report that will:

- outline the process followed, including how the Respondent was provided with an opportunity to be heard;
- include the Complaint Documents, the Response Documents and any relevant Local Government Records as attachments; and
- include recommendations on each decision that may be made by the Complaints Committee; and
- include reasons for each recommendation, with reference to Part 4 of this Policy.

If the Complaint Report recommends that a Plan is prepared and implemented in accordance with clause 12(4)(b) of the Code of Conduct and Part 4.4 of this Policy, the Complaint Report must include a Proposed Plan.

The Respondent is to be provided with a draft copy of the Complaint Report, and an opportunity to make submissions, before the Complaint Assessor finalises the Complaint Report. If the Complaint Report includes a Proposed Plan, this may contribute to consultation in accordance with clause 12(5) of the Code of Conduct.

The Complaint Assessor will liaise with the Behaviour Complaints Officer to include the Complaint Report in the Agenda for a meeting of the Complaints Committee. ensure the Complaint Report is provided to the decision-maker authorised under clause 14B of the Code of Conduct and, where applicable, included in the Agenda for a meeting of the Complaints Committee.

The Behaviour Complaints Officer will be responsible for preparation of an Officer Report with the Complaint Report provided as a confidential attachment. The recommendations of the Complaint Report will be provided as the Officer Recommendations.

3.12. Complaints Committee Meeting

Where Council has authorised the Behaviour Complaints Committee to perform functions under clauses 12 and 13 of the Code of Conduct, the Agenda will be prepared on the basis that the part of the meeting that deals with the Complaint Report will be held behind closed doors in accordance with s.5.23(2) of the Act.

The Behaviour Complaints Committee will consider the Complaint Report and attachments and give due regard to the recommendations.

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In accordance with Regulation 11(d)(a) of the *Local Government (Administration) Regulations 1996*, reasons for any decision that is significantly different from the Officer Recommendation must be recorded in the meeting minutes.

If the behaviour that is the subject of the Complaint is alleged to have occurred at a Council or Committee Meeting, the Behaviour Complaints Committee will determine whether or not to dismiss the Complaint in accordance with Clause 13 of the Code of Conduct and Part 4.2 of this Policy.

If the Behaviour Complaints Committee dismisses a Complaint, the Behaviour Complaints Officer must give the Complainant and the Respondent written notice of the decision and the reasons for the decision in accordance with clause 13(2) of the Code of Conduct. This concludes the process for this Complaint.

If the Complaint is not dismissed, the Behaviour Complaints Committee will consider the Complaint and make a Finding as to whether the alleged Breach that is the subject of the Complaint has or has not occurred, in accordance with clause 12 of the Code of Conduct and Part 4.3 of this Policy.

If the Behaviour Complaints Committee finds that the alleged Breach **did not** occur, the Behaviour Complaints Officer must give the Complainant and the Respondent written notice of the Finding and the reasons for the Finding in accordance with clause 12(7)(a) of the Code of Conduct. This concludes the process for this Complaint.

If the Behaviour Complaints Committee finds that the alleged breach **did** occur, the Committee will decide whether to take no further action in accordance with clause 12(4)(a) of the Code of Conduct or prepare a plan to address the behaviour in accordance with clause 12(4)(b) of the Code of Conduct and Part 4.4 of this Policy.

If the Behaviour Complaints Committee decides to take no further action, the Behaviour Complaints Officer must give the Complainant and the Respondent written notice of this decision and the reasons for the Finding in accordance with clause 12(7)(a) of the Code of Conduct. This concludes the process for this Complaint.

If the Behaviour Complaints Committee decides to prepare a Plan, the Committee will first consult with the Respondent in accordance with clause 12(5)* of the Code of Conduct. The Behaviour Complaints Committee will consider any submissions made by the Respondent before preparing and implementing a Plan.

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Respondent May be Invited to Make a Submission

*In actioning clause 12(5) of the Code of Conduct, the Respondent may be invited to make an oral submission or provide a written response. If the final decision to implement a Plan is referred to a subsequent meeting of the Committee, the Complaints Assessor or Behavioural Complaints Officer may provide a report attaching the written response and potentially make an associated recommendation as to the effect of a Plan.

3.13. Compliance with Plan Requirement

The Behaviour Complaints Officer will monitor the actions in timeframes set out in a Plan.

Failure to comply with a requirement included in a Plan is a minor breach under section 5.105(1) of the Act and clause 23 of the Code of Conduct.

The Behaviour Complaints Officer must provide a report advising Council of any failure to comply with a requirement included in a Plan.

The Behaviour Complaints Officer will monitor compliance with any requirements included in a Plan implemented under clause 12(4)(b) of the Code of Conduct.

Failure by a council member to comply with a requirement included in a Plan constitutes a conduct breach for the purposes of Part 8A of the *Local Government Act 1995* and is to be dealt with in accordance with that Part.

3.14. Referal to Local Government Inspector

Where a behaviour complaint is required to be referred to the Local Government Inspector under regulation 3A of the *Local Government (Model Code of Conduct) Regulations 2021*, the Behaviour Complaints Officer must refer the complaint in accordance with section 5.105(3) of the Local Government Act 1995.

Where a complaint has been referred to the Inspector, the local government must not continue to deal with the complaint under this Policy unless and until the complaint is referred back to the local government in accordance with the applicable legislation.

3.15. Appointment of Monitor and deferral of complaint handling

Where a behaviour complaint is required to be referred to the Local Government Inspector under regulation 3A of the *Local Government (Model Code of Conduct) Regulations 2021*, the Behaviour Complaints Officer must refer the complaint in accordance with section 5.105(3) of the *Local Government Act 1995*.

Where a complaint has been referred to the Inspector, the local government must not continue to deal with the complaint under this Policy unless and until the complaint is referred back to the local government in accordance with the applicable legislation.

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4. Decision Making

4.1. Objective and Principles

All decisions made under this Policy will reflect the Policy Objectives and the Principles included in Part 1 of this Policy.

4.2. Dismissal

The Behaviour Complaints Committee must dismiss a Complaint in accordance with clause 13(1)(a) and (b) of the Code of Conduct if it is satisfied that -

(a) the behaviour to which the Complaint relates occurred at a Council or Committee Meeting; and

(b) either —
(i) the behaviour was dealt with by the person presiding at the meeting; or
(ii) the Respondent has taken remedial action in accordance with the Shire of Victoria Plains *Meeting Procedures Local Law 2018*.

4.3. Finding

A Finding that the alleged breach has occurred must be based on evidence from which it may be concluded that it is more likely that the breach occurred than that it did not occur *[clause 12(3) of the Code of Conduct]*.

This may involve first considering whether the behaviour occurred, on the balance of probabilities, and then whether that behaviour constituted a breach of a requirement of Division 3 of the Code of Conduct.

4.4. Action

In deciding whether to take no further action, or prepare and implement a Plan, the Complaints Committee may consider:

- the nature and seriousness of the breach(es);
- the Respondent's submission in relation to the contravention;
- whether the Respondent has breached the Code of Conduct knowingly or carelessly;
- whether the Respondent has breached the Code of Conduct on previous occasions;
- likelihood or not of the Respondent committing further breaches of the Code of Conduct;
- personal circumstances at the time of conduct;
- need to protect the public through general deterrence and maintain public confidence in Local Government; and
- any other matters which may be regarded as contributing to or the conduct or mitigating its seriousness.

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4.5. Plan Requirements

The Proposed Plan may include requirements for the Respondent to do one (1) or more of the following:

- engage in mediation;
- undertake counselling;
- undertake training;
- take other action the Complaints Committee considers appropriate (e.g. an apology).

The Proposed Plan should be designed to provide the Respondent with the opportunity and support to demonstrate the professional and ethical behaviour expected of elected representatives expressed in the Code of Conduct.

The Proposed Plan may also outline:

- the actions to be taken to address the behaviour(s);
- who is responsible for the actions;

- any assistance the Local Government will provide to assist achieve the intent of the Plan; and
- a reasonable timeframe for the Plan action(s) to be addressed by the Respondent.

Shire is Responsible for the Cost of the Plan

The Shire is responsible for the cost of the Plan requirements. Arrangements will be managed in accordance with appropriate policies that are in place or if no policy is in place, what is considered reasonable as set out in the Complaint Report

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Document Control Box							
Document Responsibilities:							
Owner:	CEO			**Owner Business Unit:**	CEO		
Reviewer:	Governance Officer			**Decision Maker:**	Council		
Compliance Requirements:							
Legislation:	Local Government Act 1995 Local Government (Model Code of Conduct) Regulations 2021						
Other:	1.1 Code of Conduct Council Members, Committee Members and Candidates						
	Policy 1.12 : Councillor Continuing Professional Development						
	Policy 3.1: Purchasing						
Organisational:							
Document Management:							
Risk Rating:	**High**	**Review Frequency**:	**Biennial**	**Next Due:**	**2024**	**Records Ref:**	
Version #	**Decision Reference:**		**Synopsis:**				
1.	28 April 2021		Initial Policy				
2.	23 March 2022 2203-05		Reviewed as part of the Major Policy Review, Part 1				

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Policy 1.1B: Behaviour Complaints Committee Terms of Reference

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Policy Title: Behaviour Complaints Committee Terms of Reference

Policy Objective

To establish Terms of Reference for the Behaviour Complaints Committee of the Shire of Victoria Plains.

Policy Scope

This Policy applies exclusively to the Shire of Victoria Plain's Behaviour Complaints Committee.

Committee Function

The Behaviour Complaints Committee is a Committee of Council established in accordance with s.5.8 of the *Local Government Act 1995* (the Act) for the purpose of dealing with Behaviour Complaints made under Division 3 of the Shire of Victoria Plain's Code of Conduct for Council Members, Committee Members and Candidates (Code of Conduct).

The extent of authority provided to the Behaviour Complaints Committee is specified in the relevant Delegated Authority, and includes:

- Dismissing a behaviour complaint in accordance with clause 13 of the Code of Conduct and providing reasons for any such dismissal.
- Making a Finding as to whether an alleged complaint has or has not occurred, based upon evidence from which it may be concluded that it is more likely that the breach occurred than it did not occur *[clause 12(3) of the Code of Conduct]*.
- Determining reasons for such a Finding.
- Where a Finding is made that a breach has occurred, determining:
    - To take no further action; or
    - Prepare and implement a plan to address the behaviour of the person to whom the complaint relates.

The extent of authority of the Behaviour Complaints Committee is limited by Condition of the Delegated Authority.

The Behaviour Complaints Committee is a committee of Council established under section 5.8 of the *Local Government Act 1995* (the Act) for the purpose of performing, on behalf of the local government, functions relating to behaviour complaints made under Division 3 of the Shire of Victoria Plains Code of Conduct for Council Members, Committee Members and Candidates (Code of Conduct).

The Behaviour Complaints Committee may only exercise authority where it has been authorised by Council, by resolution carried with an absolute majority, in accordance with clause 14B of the Code of Conduct.

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Subject to that authorisation and any conditions specified in the relevant Delegated Authority, the functions of the Behaviour Complaints Committee include:

- dismissing a behaviour complaint in accordance with clause 13 of the Code of Conduct and providing reasons for the dismissal;
- making a finding under clause 12 of the Code of Conduct as to whether the alleged behavioural breach has or has not occurred, based on evidence from which it may be concluded that it is more likely that the breach occurred than that it did not occur;
- determining and recording reasons for such a finding; and
- where a finding is made that a behavioural breach has occurred, determining whether to:
  - take no further action; or
  - prepare and implement a plan to address the behaviour of the person to whom the complaint relates, in accordance with clause 12(4)(b) of the Code of Conduct.

The authority of the Behaviour Complaints Committee is limited to the functions expressly authorised by Council and is further subject to any conditions or limitations contained in the applicable Delegated Authority and the Code of Conduct.

Membership

The Complaints Committee is a Committee of Council Members only in accordance with s.5.9(2)(a) of the Act.

Membership of the Behaviour Complaints Committee will comprise of 3 Council Members, appointed by Council in accordance with s.5.10 of the Act.

In addition, at least 4 2 Council Members will be appointed as Deputy Committee Members in accordance with s.5.11A of the Act.

Council is to appoint a Presiding Member of the Behaviour Complaints Committee from among the appointed Committee Members in accordance with section 5.9 of the *Local Government Act 1995*.

The quorum for a meeting of the Behaviour Complaints Committee is a majority of the appointed Committee Members, excluding any member who has recused themselves from the matter under consideration.

Members and Deputy Members of the Behaviour Complaints Committee are appointed for the term of the Council unless otherwise resolved by Council.

The Delegated Authority Condition prescribes that if an appointed Committee Member is identified in the Complaint as either the Complainant or the Respondent, they are to recuse themselves from the Committee's Function by providing an apology. They are to be replaced for the duration of the handling of the subject Complaint by a Deputy Committee Member, selected by the Presiding Member of the Committee.

Meeting Schedule

Meetings are to be scheduled as required by the CEO or Behaviour Complaints Officer in consultation with the Committee Presiding Member.

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Meetings of the Behaviour Complaints Committee are to be convened by the Presiding Member of the Committee, following consultation with the CEO or Behaviour Complaints Officer where required for administrative and procedural purposes.

Delegated Authority

The Behaviour Complaints Committee will act under Delegated Authority in accordance with s.5.16 of the Act. The delegation is recorded in the Shire of Register of Delegations.

It is a Condition of Delegated Authority that the Behaviour Complaints Committee will be unable to exercise delegated authority if the Complainant or Respondent attend as a Complaints Committee Member.

Committee Governance

Complaints Behaviour Committee meetings are required to:

- be called and convened by the CEO, as required, in consultation with the Committee's Presiding Member;
- convened by the Presiding Member of the Committee, following consultation with the CEO or Behaviour Complaints Officer where required for administrative and procedural purposes;
- make the Committee Notice Papers and Agenda publicly available *[s.5.94(p), s.5.96A(f)]*, with the exception of agenda content that relates to that part of the meeting which will be closed to members of the public under s.5.23(2) *[Admin.r.14]*; and
- make Committee minutes publicly available *[s.5.94(n), s.5.96A(h)]*, with the exception of Minutes content that relates to that part of the meeting which was closed to the public or was determined as confidential under s.5.23(2).

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Document Control Box

Document Responsibilities:			
Owner:	CEO	**Owner Business Unit:**	CEO
Reviewer:	Governance Officer	**Decision Maker:**	Council

Compliance Requirements:	
Legislation:	Local Government Act 1995 Local Government (Model Code of Conduct) Regulations 2021
Other:	
Organisational:	Council Policy Code of Conduct Behaviour Complaints Management Delegated Authority Behaviour Complaints Committee

Document Management:							
Risk Rating:	**High**	**Review Frequency**:	**Biennial**	**Next Due:**	**April 2023**	**Records Ref:**	

Version #	Decision Reference:	Synopsis:
1.	28 April 2021	Initial version
2.	29 April 2026	Amended version to reflect the implementation of the Inspector

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Delegation 19.1 – Behaviour Complaints Committee (Revised)

Category
Section 19 – Conduct

Delegator
Local Government (Council)

Express power to delegate
Local Government Act 1995:

- section 5.16 – Delegation of some powers and duties to certain committees.
- section 5.17 – Limits on delegations of powers and duties to certain committees.

Local Government (Model Code of Conduct) Regulations 2021:

- clause 14B(2) – Council authorisation of a committee to perform complaint-handling functions.

Function
Pursuant to clause 14B of the Shire's Code of Conduct, and subject to Council authorisation by resolution carried with an absolute majority, the Behaviour Complaints Committee is delegated authority to perform, on behalf of the local government, the local government's functions under clauses 12 and 13 of the Code of Conduct, being:

- Making a finding as to whether an alleged behavioural breach that is the subject of a complaint has or has not occurred, based on evidence from which it may be concluded that it is more likely that the breach occurred than that it did not occur, in accordance with clause 12(1) and (3) of the Code of Conduct.
- Determining and recording reasons for any finding made, in accordance with clause 12(7) of the Code of Conduct.
- Where a finding is made that a behavioural breach has occurred, determining whether to take no further action, or to prepare and implement a plan to address the behaviour of the person to whom the complaint relates, in accordance with clause 12(4), (5) and (6) of the Code of Conduct.
- Dismissing a complaint in accordance with clause 13(1) of the Code of Conduct and determining and recording reasons for the dismissal in accordance with clause 13(2) of the Code of Conduct.

Delegates
Behaviour Complaints Committee (committee of Council Members only)

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Conditions

1. This delegation is effective only where Council has authorised the Behaviour Complaints Committee to perform the functions under clauses 12 and 13 of the Code of Conduct by resolution carried with an absolute majority, in accordance with clause 14B(2) of the Code of Conduct.
2. The Behaviour Complaints Committee must not exercise this delegation where the complaint is required to be referred to the Local Government Inspector, has been referred to the Inspector and not referred back to the local government, or where the Inspector has appointed a monitor and directed the local government to defer dealing with the complaint.
3. The Committee must not exercise this delegation in relation to a complaint where a Committee Member is the Complainant or the Respondent. In such cases, the Committee Member must recuse themselves and be replaced by an appointed Deputy Committee Member.
4. That part of a Committee meeting dealing with a complaint must be held behind closed doors in accordance with section 5.23(2) of the Local Government Act 1995.
5. In exercising this delegation, the Behaviour Complaints Committee must comply with the Code of Conduct, Policy 1.1A – Code of Conduct Behaviour Complaints Management, and Policy 1.1B – Behaviour Complaints Committee Terms of Reference.

Express power to sub-delegate

Nil

Statutory framework

- Local Government Act 1995 – sections 5.16 and 5.17.
- Local Government (Model Code of Conduct) Regulations 2021 – clauses 11, 12, 13, 14A and 14B.
- Shire of Victoria Plains Code of Conduct for Council Members, Committee Members and Candidates.

Record keeping

Behaviour Complaints Committee minutes must record each decision made under this delegation in accordance with regulation 19 of the *Local Government (Administration) Regulations 1996*.

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9.6 Review of the Customer Service Charter 2026

File Reference	
Report Date	20 April 2026
Applicant/Proponent	Nil
Officer Disclosure of Interest	Nil
Previous Meeting Reference	Nil
Prepared by	Colin Ashe – Deputy Chief Executive Officer
Senior Officer	Sean Fletcher – Chief Executive Officer
Authorised by	Sean Fletcher – Chief Executive Officer
Attachments	1. Customer Service Charter 2. Survey Information

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PURPOSE

For Council to receive and endorse the new customer service charter and survey information.

BACKGROUND

The customer service charter was first put in place during 2023 as one of the outcomes of the Strategic Community Plan (SCP) and Corporate Business Plan (CBP). Since then, council has received regular updates through the quarterly reporting mechanism of the SCP / CBP including annual surveys.

Given it has been sometime since the customer service charter was originally put in place, it is appropriate that a review be undertaken to ascertain its current fit for purpose, taking into account recent surveys.

COMMENT

Attachment 1 provides the reviewed customer service charter and based on feedback, has not changed it its intent from the previous version, however does now include improvements such as:

- Measurable commitments.
- Timeframes, communication channels and what customers can expect.
- More externally customer focused.

In addition, it expands on the Shire of Victoria Plains values (ICARE) in terms of what it means for customers.

The recent survey as part of the new Council Plan survey was utilised as a baseline for the annual customer service survey (to ensure ratepayers are not survey fatigued) and is included in attachment 2.

This did not reveal are issues or changes with regard to the customer service charter.

It should be noted that customer service is managed through the customer relations management system (CRMS) which has been a resounding success since being implemented in 2023 and council receive this report monthly in the briefing sessions.

CONSULTATION

Mr Sean Fletcher, Chief Executive Officer.

Customer Service Officers.

STATUTORY CONTEXT

Nil

CORPORATE CONTEXT

Strategic Business Plan/Corporate Business Plan

STRATEGIC PRIORITIES	WE KNOW WE ARE SUCCEEDING WHEN
4. CIVIC LEADERSHIP	
4.2 Shire communication is regular, clear and transparent	Residents and community groups believe they are being listened to and fairly treated
	Positive feedback through our customer survey
	Council and Staff work closely with the community to successfully achieve projects or outcomes that deliver upon priorities

Strategic Priority 4.2 is delivered through both the customer service charter and customer surveys.

Delegation

Nil

Policy Implications

Nil

Other Corporate Document

Nil

Risk Analysis

Consequence	Consequence Rating:	Likelihood Rating:	Risk Rating	Risk Acceptance/ Controls	Mitigation and Outcome
Community & Social Risk	Minor (2) Substantiated, low impact, low news profile	Possible (3) The event should occur at some time	Moderate (6)	Senior Management Team / CEO Risk acceptable with controls, managed by senior management through CRMS tracking	Ensuring customer service requests are captured through CRMS, acted upon in a reasonable time and communicated.

FINANCIAL IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

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Officer Recommendation

That Council **ENDORSES** the Customer Service Charter 2026 noting further minor adjustments to formatting and photographs and receives the customer service survey 2026.

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Customer Service Charter

2026

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CEO's Message

The Shire of Victoria Plains is committed to delivering respectful, responsive, and reliable customer service to our community.

This Customer Service Charter outlines what you can expect from us when you contact the Shire, and what we ask of you in return. It reflects our commitment to being a customer-focused organisation and to working collaboratively with our community to achieve positive outcomes.

We value feedback—including compliments, suggestions, and complaints—because it helps us improve how we deliver services and engage with our community. If you have questions, concerns, or ideas, we encourage you to contact us.

Working together helps us deliver better services for Victoria Plains.

Sean Fletcher
Chief Executive Officer

INSERT CUSTOMER SERVICE OFFICERS PHOTO

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Our Values

Our values guide how we work and how we serve our community:

- **Integrity** – We act honestly, transparently, and responsibly in all dealings.
- **Courage** – We seek better and more innovative ways to deliver services.
- **Accountability** – We take ownership of our decisions and follow through on commitments.
- **Respect** – We treat everyone fairly, courteously, and without bias.
- **Excellence** – We continuously improve to deliver high-quality services and outcomes.

Our Commitment to You

We are committed to providing customer service that is:

- respectful, professional, and courteous
- responsive and reliable
- accessible and inclusive
- transparent and accountable
- focused on resolving issues efficiently

We will listen to our community, welcome constructive feedback, and use it to continuously improve our services, communication, and relationships.

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Customer Service Standards

When you contact the Shire of Victoria Plains, we will:

- acknowledge your enquiry promptly and treat you with courtesy and respect
- listen carefully and seek to understand your needs
- provide clear, accurate, and consistent information
- tell you what action we are taking and, where possible, the expected timeframe
- keep you informed of progress, particularly if delays occur
- act professionally at all times
- take responsibility for our actions and decisions
- admit mistakes when they occur and explain how we will address them

- explain the reasons where an outcome cannot be achieved
- view complaints as opportunities to improve our services

We aim to acknowledge enquiries within **two (2) business days**, noting that complex matters may require additional time.

Accessibility and Inclusion

We are committed to ensuring our services are accessible to all members of the community. We will make reasonable adjustments to support people with disability, language barriers, or other access needs, and we will provide information in a way that is inclusive and respectful.

Your Role in Helping Us Serve You Better

You can assist us to meet our commitments by:

- providing accurate and complete information when making enquiries or requests
- making appointments for complex, confidential, or multi-department enquiries
- quoting reference numbers where relevant
- providing all required information for planning and building applications
- participating in community consultation and engagement opportunities

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Complaints Resolution

We aim to resolve complaints within ten (10) working days. If this is not possible, we will:

- explain the reason for the delay
- provide a revised timeframe
- keep you informed of progress

If you are not satisfied with the outcome, you may request an internal review.

Further information about our complaints process is available by contacting the Shire.

Privacy and Confidentiality

We respect your privacy. All personal information is managed in accordance with the Privacy Act and relevant legislation. We maintain appropriate confidentiality in our dealings with customers.

Monitoring and Improving Our Performance

We use a range of feedback mechanisms to monitor and improve our customer service, including:

- community engagement activities
- customer complaints and feedback
- customer service forms
- online and social media interactions

Your feedback helps us improve how we deliver services and engage with our community.

This Customer Service Charter will be reviewed periodically to ensure it reflects community expectations, legislative requirements, and best practice in local government.

Contact Us

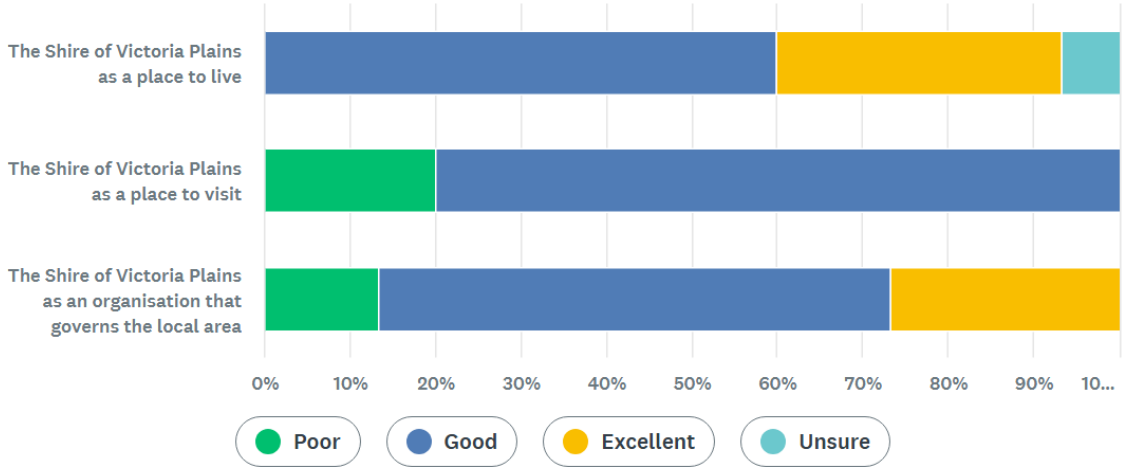
Shire of Victoria Plains
28 Cavell Street, Calingiri WA 6569

(08) 9628 7004
reception@victoriaplains.wa.gov.au
www.victoriaplains.wa.gov.au

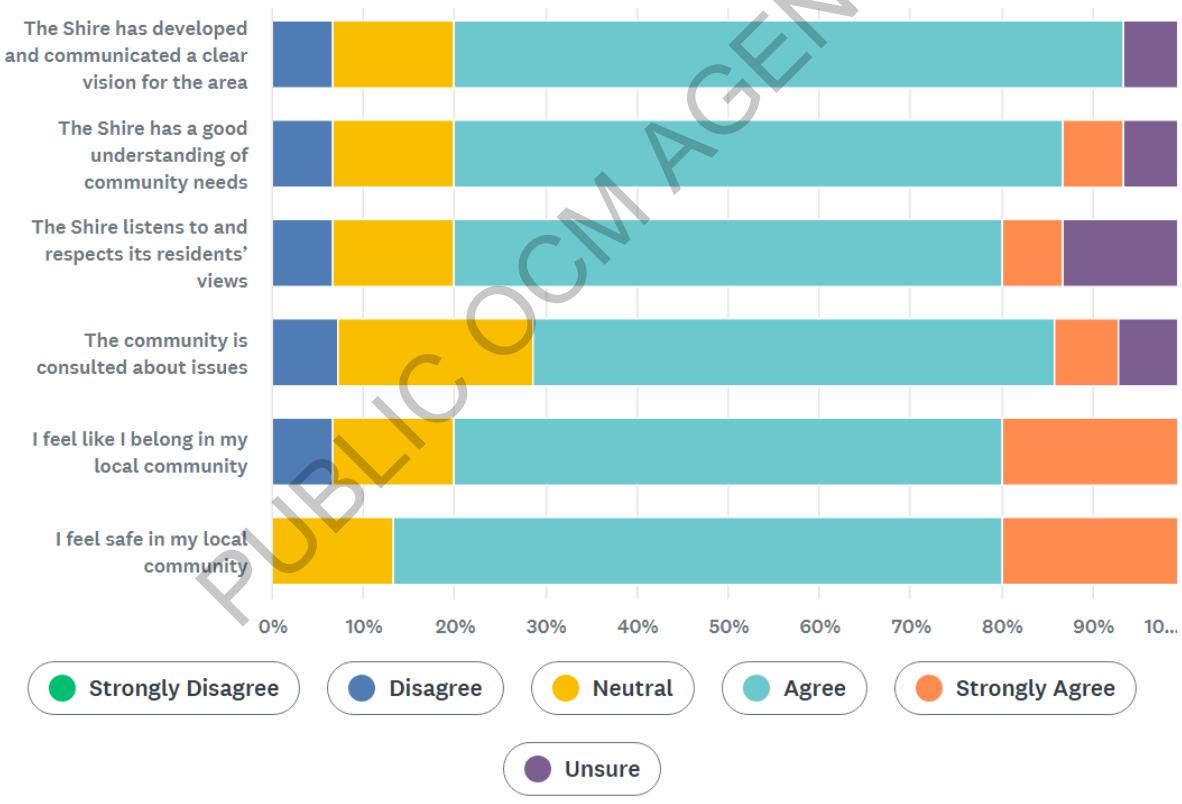
Office Hours: Monday to Friday, 9:00am – 4:00pm

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Overall, how would you rate the Shire of Victoria Plains in the following areas?

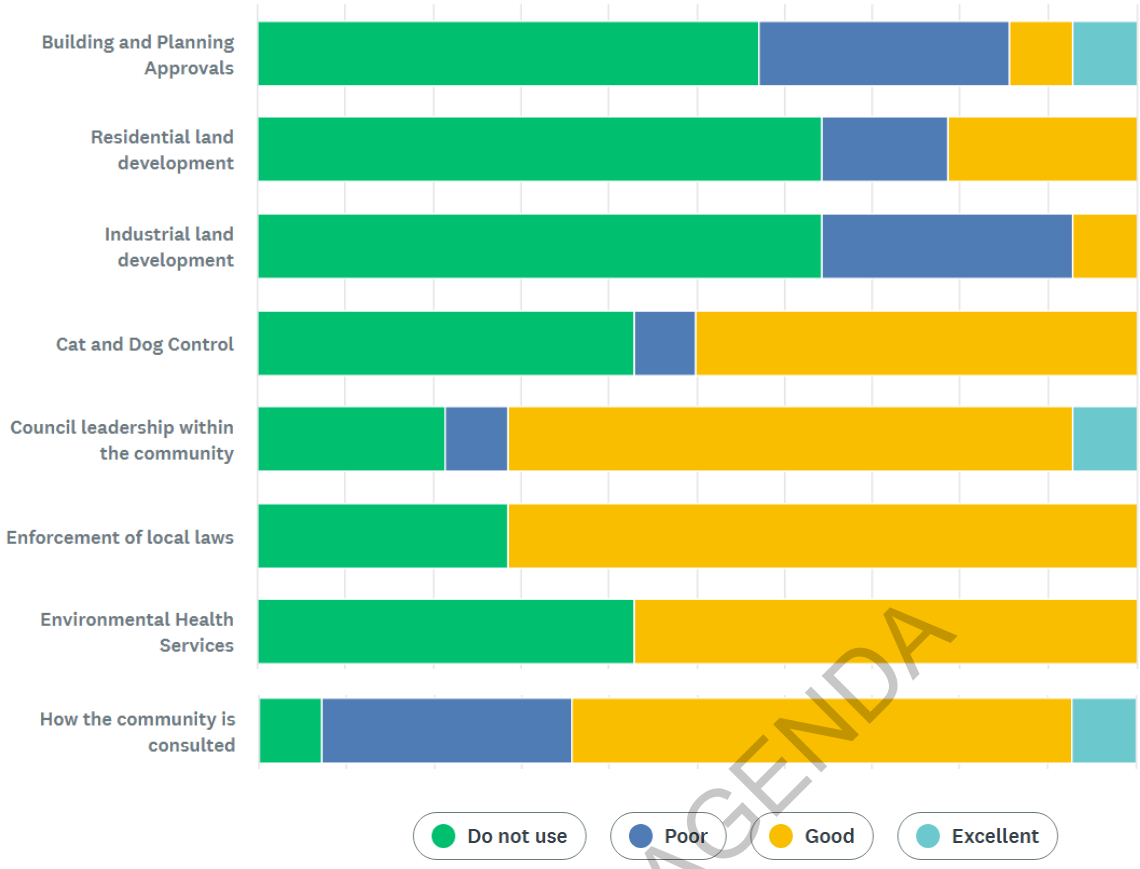


How strongly do you agree or disagree with the following statements?

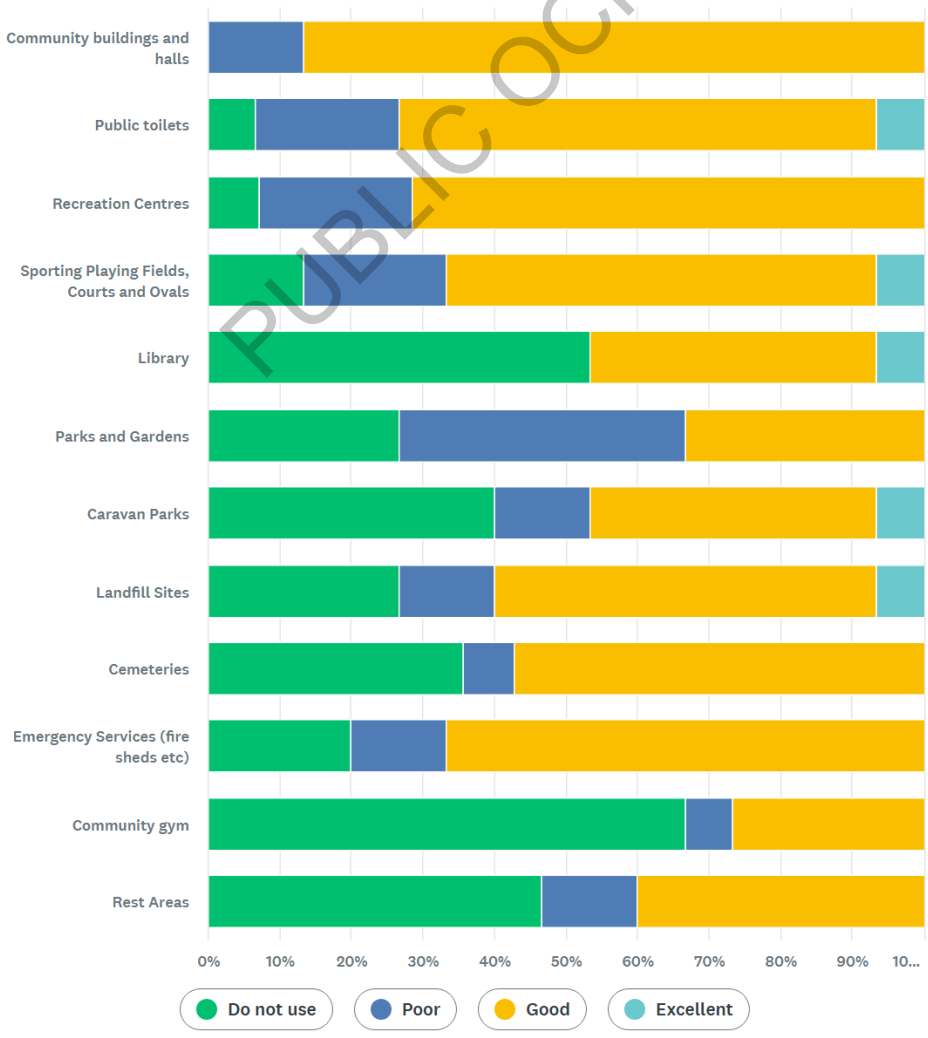


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Shire Services - Please indicate your satisfaction with the Shire services that you use



Shire Facilities - Please indicate your satisfaction with the Shire facilities you use



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9.7 March Quarterly IPR Update Including March 2026 Keywork Plan (CBP)

File Reference	
Report Date	16 April 2026
Applicant/Proponent	Nil
Officer Disclosure of Interest	Nil
Previous Meeting Reference	Council Briefing Sessions – January, February and March 2026
Prepared by	Sean Fletcher – Chief Executive Officer
Senior Officer	Sean Fletcher – Chief Executive Officer
Authorised by	Sean Fletcher – Chief Executive Officer
Attachments	Attachment 1: Key Work Plan 2025–26 – March 2026 Quarterly Update

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PURPOSE

For Council to receive the March 2026 (three-quarter) Key Work Plan progress update, including a consolidated update on the Strategic Community Plan (SCP) Review, Long-Term Financial Plan (LTFP) Review and Workforce Plan Review.

BACKGROUND

The Key Work Plan 2025–26 operationalises the Shire's strategic priorities and provides a structured framework for monitoring progress across five themes: Community, Economy, Environment, Civic Leadership and the Capital Program. Quarterly reporting supports Council oversight by providing transparency on delivery, sequencing, performance trends and emerging risks.

At the January–March 2026 Council briefings and through prior agenda reports, Council has received progressive updates on the Major Strategic Community Plan Review, the Long-Term Financial Plan Review and the Workforce Plan Review. These three governance-critical workstreams are deliberately aligned and interdependent and have therefore been scheduled for substantive completion during the final quarter of the financial year.

COMMENT

March 2026 Key Work Plan Progress (Three-Quarter Position)

Theme	Status				% Complete	Key Focus
	S	D	M	J		
Community	🔴	🟠	🟢		72%	Health, access, emergency services
Economy	🔴	🟠	🟢		79%	Major projects, precinct planning
Environment	🔴	🟠	🟢		75%	Waste, biodiversity, land management
Civic Leadership	🔴	🟠	🟠		60%	Governance and compliance
Capital Program	🔴	🟠	🟢		77%	Roads, housing, infrastructure

Diagram 1 – Council Dashboard

The March quarter represents the three-quarter point of the 2025–26 financial year. Overall performance demonstrates steady and disciplined progress across all five Key Work Plan themes, with the majority of actions tracking as planned and several complex or governance-critical items intentionally sequenced for Quarter 4 completion.

Average completion rates across Community (72%), Economy (79%), Environment (75%) and the Capital Program (77%) are consistent with expectations at this stage of the year. Community is marginally below the nominal 75% benchmark due to timing, engagement and delivery dependencies and does not reflect underperformance.

Civic Leadership is tracking comparatively lower at 60% at the March reporting point. This reflects the deliberate sequencing and dependency management associated with the Major SCP Review, LTFP Review, Workforce Plan Review, legislative reform implementation and compliance-related actions. These workstreams require coordinated finalisation to ensure governance integrity, financial sustainability and workforce alignment and are scheduled for completion in Quarter 4.

Importantly, as at the March 2026 reporting period, there are no actions formally assessed as requiring urgent remediation. Actions identified as Amber reflect timing, sequencing or external dependencies and remain recoverable within current planning, resourcing and governance frameworks.

Major Strategic Reviews – Status Summary

- **Strategic Community Plan Review:** Initial Community and stakeholder engagement has been completed. Youth/Schools issued with surveys and a further short survey issued to Community. Drafting underway and final alignment dependent on workforce and financial modelling outcomes.
- **Long-Term Financial Plan Review:** Framework preparation is complete, with population, service and asset data currently being finalised to ensure consistency with the emerging SCP (Council Plan).
- **Workforce Plan Review:** Engagement and analysis phases are complete, with draft alignment occurring alongside SCP priorities and LTFP affordability parameters.

These three reviews will be brought together in Quarter 4 to ensure an integrated and defensible governance outcome for Council consideration.

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CONSULTATION

Council Briefing Sessions –February, March and April2026

The CEO compiled the update of the Key Work Plan in consultation with the officers responsible for each strategic action.

STATUTORY CONTEXT

Local Government Act 1995 –

- s.1.3 – Principles of good governance
- s.5.56 – CEO responsible for the day-to-day operations of a local government

Local Government (Administration) Regulations 1996

19DA. Corporate business plans, requirements for (Act s. 5.56)

(4) A local government is to review the current corporate business plan for its district every year.

Integrated Planning and Reporting – Framework and Guidelines

Apart from the Annual Report providing progress towards the achievement of the four-yearly Shire priorities as established through the Corporate Business Plan (Intermediate Standard), the Departmental IPR Guidelines require that as a minimum, a quarterly review is conducted on the status of the CBP for each year.

CORPORATE CONTEXT

Strategic Business Plan/Corporate Business Plan

STRATEGIC PRIORITIES	WE KNOW WE ARE SUCCEEDING WHEN
4. CIVIC LEADERSHIP	
4.1 Forward planning and implementation of plans to achieve community priorities	Performance against targets are regularly reported to the community
	Demonstrated progress towards achievement of the Corporate Business Plan

Delegation

Nil

Policy Implications

Nil

Other Corporate Document

Nil

Risk Analysis

Risk associated with delayed or misaligned strategic governance documents is mitigated through deliberate sequencing, integrated review processes and regular Council briefing, with residual risk assessed as acceptable and manageable within existing controls

Consequence	Consequence Rating	Likelihood Rating:	Risk Rating	Risk Acceptance	Mitigation and Outcome
Reputation and Compliance Not adhering to the Corporate Business Plan and hence the Strategic Community Plan	Major (4) Substantiated, public embarrassment, widespread high impact on community trust, high media profile, third party actions	Unlikely (2) The event could occur at some time - -10 years	Moderate (8)	Operational Manager Risk acceptable with adequate controls, managed by specific procedures and subject to semi-annual monitoring Adequate: The Shire continues to ensure that the CBP Quarterly Review is available publicly through a report to Council each quarter.	CEO to ensure all staff undertake and follow CBP Elected Members have undertaken further training in IPR requirements. The above will ensure that the appropriate manager can assess the risk and correct it accordingly through quarterly reporting. This will ensure that the risk is low

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FINANCIAL IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

Officer Recommendation

That Council **RECIEVES** the March 2026 Key Work Plan Quarterly Update, including the progress update on the Strategic Community Plan Review, Long-Term Financial Plan Review and Workforce Plan Review.

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Key Work Plan 2025 - 2026

March Quarter

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Chief Executive Officer's Comments

The March quarter represents the three-quarter point of the 2025–26 financial year and reflects a period of steady and disciplined progress across the Key Work Plan, with delivery continuing broadly in line with expectations. Overall performance remains balanced across Community, Economy, Environment, Civic Leadership and the Capital Program, with the majority of actions progressing as planned and several substantial items appropriately sequenced for completion in the final quarter of the year.

At an average completion rate consistent with a three-quarter reporting position, the Capital Program, Economy and Environment themes continue to track strongly, supported by sustained momentum across major infrastructure, housing, energy transition and environmental management initiatives. Community outcomes are also progressing well, noting some actions remain marginally below the nominal 75 per cent benchmark due to timing, resourcing and engagement dependencies rather than delivery risk.

Civic Leadership is tracking comparatively lower at this reporting point, reflecting the intentional staging of complex governance and compliance-critical reviews, including the Strategic Community Plan, Long-Term Financial Plan, workforce planning and legislative reform implementation, which are scheduled for substantive completion in Quarter 4. This sequencing reflects considered risk management and quality assurance rather than slippage.

Importantly, as at the March 2026 reporting period, there are no actions formally assessed as requiring urgent remediation. The organisation remains well positioned to focus on final-quarter delivery, consolidation and close-out of year-end priorities, while maintaining strong governance, financial stewardship and service continuity.

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Sean Fletcher
Chief Executive Officer

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Councillor Dashboard – Key Work Plan 2025–26

The Councillor Dashboard provides an overall executive assessment of progress against the 2025–26 Key Work Plan at the March (three-quarter) reporting point, drawing on action-level progress, delivery sequencing and year-end dependencies. Overall performance demonstrates steady and balanced delivery across Community, Economy, Environment, Civic Leadership and the Capital Program, with the majority of actions progressing as planned and several strategically scheduled for completion in the final quarter of the financial year. Variations between themes reflect the timing and complexity of individual projects rather than systemic delivery risk, with no actions assessed as requiring urgent remediation.

Theme	Status				% Complete	Key Focus
	S	D	M	J		
Community	🔴	🟠	🟢		72%	Health, access, emergency services
Economy	🔴	🟠	🟢		79%	Major projects, precinct planning
Environment	🔴	🟠	🟢		75%	Waste, biodiversity, land management
Civic Leadership	🔴	🟠	🟠		60%	Governance and compliance
Capital Program	🔴	🟠	🟢		77%	Roads, housing, infrastructure

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Civic Leadership is lower at the March (three-quarter) mark due to the deliberate sequencing of major governance reviews (including the SCP, LTFP, workforce and compliance reforms) scheduled for Q4 delivery, noting that an interpreted three-quarter range of approximately 65–80% is commonly considered appropriate given year-end dependencies, with Community only marginally below 75% reflecting timing and delivery sequencing rather than underperformance.

Councillor Attention – Red Items Only

This section highlights actions assessed as 🔴 Off Track that would ordinarily require Council awareness or decision-making; however, an exception applies where actions have not yet commenced in accordance with their approved reporting timeline or remain on schedule against the relevant milestone.

As at the March 2026 reporting period, there are no actions formally assessed as Red requiring urgent remediation.

In the main, actions are currently 🟢 On Track (70-99%), 🟠 Minor Issues (50-69%), or ✅ Completed (100%).

Amber (Minor Issues) indicates actions that are progressing but subject to timing, sequencing or external dependencies, and remain recoverable within the current planning and resource framework.

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Community

Ref	Action	Responsible	Timeframe	%	Status				Update	Risks / Issues	Next Steps
					S	D	M	J			
1.1	Disability Access Inclusion Plan	EHO / CDO	Nov 25 – Jun 26	60%	🔴	🟠	🟠		Easy-read docs in progress Waiting on Social Media Campaign	Resourcing	Expect 80% Easy Read Docs prepared Social Media Campaign
1.2	Aged Friendly Plan – Surveys	CDO	Oct – Dec 25	80%	🔴	🟢	🟢		Analysis not completed	None	Complete analysis by End April
1.3	Local Health Plan	EHO / CDO	Aug 25 – Jun 26	50%	🔴	🔴	🟠		Heat Awareness Campaign	Timing	Volunteers Afternoon Tea May
2.1	Community Grant Scheme	CDO	Jul 25 – Apr 26	85%	🔴	🟠	🟢		Acquittals being received	None	Work on next round underway
3.1	SRMP - Trails Plan	CDO	Feb 26 – June 26	20%	🔴	🔴	🔴		In the process of preparing revised application	Grant Funding	Submit application Sign Heritage Agreement

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3.2	SRMP – Weighting Criteria	DCEO/CDO	Jan 26 – Mar 26	100%	🔴	🔴	🟢		Completed	None	Provided at Feb 26 Briefing session. CEO indicated no formal agenda item required as part of the adopted SRMP. Will used for future requests.
4.1	Upgrade Emergency Services Building	CESM / CEO	Jul 25 – Jun 26	75%	🔴	🟠	🟢		Changed from new site to upgrade of existing facility	Land tenure	Prepare Proposal
5.1P	Victoria Plains War Memorial	MWS	Oct – Dec 25	100%	🟠	🟠	✅	✅	Completed	Contractor availability	Closed
5.2P	Disaster Ready Fund R3	MWS / CDO	Jul 25 – Jun 26	75%	🔴	🟠	🟢		Seeking alternate funding - CWSP	Funding	Apply for CWSP – Truck Body, Mogumber

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Economy

Ref	Action	Responsible	Timeframe	%	Status				Update	Risks / Issues	Next Steps
					S	D	M	J			
1.1	Regional Precinct Plan – Calingiri	CEO	Jul 25 – Jun 26	50%	🔴	🔴	🔴		Funding application submitted	Approval timing	Monitor outcome
1.2	Regional Precinct Plan – Yued Housing	CEO	Jan 25 – Jun 26	50%	🔴	🔴	🔴		Funding application submitted	Approval timing	Monitor outcome
1.3	Continue Water Projects – CWSP	MWS / CDO	Jan 25 – Jun 26	50%	🔴	🔴	🟠		Gillingarra Hall commenced	Delivery sequencing	Gillingarra Glentromie April
1.4	Edmond Street Subdivision (Includes Caravan Park)	CEO / DCEO	Jul 25 – Jun 26	75%	🔴	🟠	🟢		DCEO – Mar 26 PSR provided to management Advertising progressed Site preparation works initiated	Rezoning	Site works continuing Finalisation of Subdivsion approval Finalisation of Major Trading undertaking Plan

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1.5	Energy Transition	CEO	Jul 25 – Jun 26	75%	🔴	🟠	🟢		SoVP – Community Benefits Pilot Program	Stakeholder alignment	State of Energy Literacy Campaign
2.6	Parking Bays: Mogumber Yarawindah Rd & Yerecoin	MWS/CDO	Jul 25 – Jun 26	100%	🟠	🟠	✅	✅	Mogumber Yarrawindah deferred – No Funding	Mogumber Yarawindah - Time	Calingiri Project 26/27 Budget
3.1	Roll Out of Tourism Plan	CDO	Nov 25 – Jun 26	60%	🔴	🔴	🟠		Support ESA Open Day – April 2026 Northern Valleys advertising	None	Northern Valleys Tourism Group
3.2	Finish Signage Plan	MWS / CDO	Jan – Oct 25	100%	🟢	✅	✅	✅	Completed	None	Closed
3.3	Inauguration of NNO3	CEO	Jul 25 – Oct 25	100%	🟢	✅	✅	✅	Completed	None	Closed
4.1P	Regional Road Safety Program	MWS	Jan 25 – Jun 26	100%	🔴	🟠	✅	✅	Completed	Weather	Closed

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4.2P	Wheatbelt Secondary Freight Network	MWS	Jul 25 – Jun 26	75%	🔴	🟠	🟢		Advocacy has continued re State Minister for Transport for 13% ($4.7M per year for 4 years)	Steering Committee approval	Will continue to look for Federal Blackspot for Calingiri New Norcia Rd
4.3P	Roads to Recovery - Yerecoin SE Rd	MWS	Sep 25 – Dec 25	100%	🔴	✅	✅	✅	Completed	None	Closed
4.4P	Plant & Equipment Replacement	MWS	Sep 25 – Jun 26	100%	🟢	✅	✅	✅	Completed	None	CEO Vehicle
4.5P	ESA New Norcia Visitor Precinct Stage 1 - $350,000	CEO	Jul 25 – Mar 26	75%	🔴	🟠	🟢		$300,000 received Drainage, car park pavement and fencing	Time	Complete Works
4.6P	Depot Car Park Shelter	MWS	Oct 25 – 31 Dec	100%	🔴	🟢	✅	✅	Completed Nov 25	None	Closed
4.7P	Depot Renovations	MWS	Jan 26 – 30 Jun	80%	🔴	🔴	🟢		Kitchen completed	None	Flooring

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4.8P	Greenwind Renewables	CEO	Jul 25 – Jun 26	75%	🔴	🟠	🟢		Shire part of Community Benefit Pilot Program	SWIS Upgrade	Community Benefit Pilot Program
4.9P	Caravel Copper Mine - Development & Water Management	CEO	Jul 25 – Jun 26	50%	🔴	🟠	🟠		Still waiting on ERD to be released for public comment	Breakdown in relationship	Make public submission

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Environment

Ref	Action	Responsible	Timeframe	%	Status				Update	Risks / Issues	Next Steps
					S	D	M	J			
1.1	Community Waste Workshops	EHO / CDO	Jan – Apr 26	85%	🔴	🔴	🟢		Resources prepared	Start delay	Information to Community is ongoing
1.2	Mogumber Landfill Enhancements	MWS	Aug 25 – Jun 26	60%	🔴	🟠	🟠		Blocks delivered to site	Construction timing	Earthworks and installation
1.3	Cemetery Aesthetics	MWS / POHR	Aug – Nov 25	100 %	🟢	✅	✅	✅	Completed	None	Closed
1.4	Improve Sewerage Schemes - Calingiri STED	EHO	Jul 25 – 30 Jun	50%	🔴	🟠	🟠		Options reviewed expansion vs treatment for reuse	Construction timing	Commence planning of implementation re pond expansion
2.1	Biodiversity Plan Rollout	EHO	Jan 25 – Jun 26	75%	🔴	🟠	🟢		Steering committee has met twice	Scheduling	Review of Plan Uni Student Support
2.2	Reserve & Verge Management	BRMC	Jan – Mar 26	66%	🔴	🟠	🟠		DPLH deciding on Mogumber treatments	None	Carry funding forward to 26/27

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2.3	Water Strategy - Finalise	CDO	Jul 25 – Jun 26	90%					March OCM - Withdrawn	Substandard Document	Submit to April Briefing
3.1P	Corella Management	CEO/PEHO/CDO	Jul 25 – Jun 26	75%					Coordinated Shoot held	State Approvals	Alphachloralose Trial
3.2P	Continue advocacy for regional landfill	CEO	Jul 25 – Jun 26	75%					Concept of workshops reviewed with DWER	DWER Priorities	Support documents to be provided to DWER after Easter

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Civic Leadership

Ref	Action	Responsible	Timeframe	%	Status				Update	Risks / Issues	Next Steps
					S	D	J	M			
1.1	Regional Advocacy	CEO	Jul 25 – Jun 26	75%	🔴	🟠	🟢		Active participation has continued	Capacity	Continue advocacy
1.2	Strategic Community Plan Review	CEO	Sep 25 – Jun 26	60%	🔴	🔴	🟠		Engagement Completed: WS and Surveys	Scheduling	Draft Plan due April
2.1	Local Laws Review	CEO	Jul – Dec 25	75%	🔴	🟠	🟢		Public consultation completed – Nil Response	None	Finalise
2.2	Review Workforce Plan	CEO	Jan 26 – Jun 26	60%	🔴	🔴	🟠		Meetings and surveys held in Feb	None	Draft Plan in April
2.3	Review of Long Term Financial Plan	DCEO	Nov 25 – Jun 26	30%	🔴	🔴	🔴		Template developed No further update at 23/03/26	SCP not finished on time	Populate data

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2.4	Record Keeping Plan Review	RO	Jan 26 – Jun 26	100%	🔴	🟢	✅	✅	Deferred to 26/27 and removed from the Budget. A matter of resourcing	None	Closed
2.5	Reg 17 Review	DCEO	Jan – Jun 26	66%	🔴	🟠	🟠		ARIC review completed	Statutory sign-off	Compliance is part of CAR 25
2.6	Update Finance & Rating Strategy	DCEO	Jan 26 – Jun 26	100%	🔴	✅	✅	✅	Preparatory work completed Landgate evaluations available in June for incorporation 26/27 Strategy to be implemented 27/28	None	Closed
2.7	Disaster Recovery Plan	DCEO	Jan 26 – Jun 26	10%	🔴	🔴	🔴		Mudmap prepared 23/3/26 – engaged with WCS for ICT	Time	Revise template Once these documents are completed, it will form part of the

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									Disaster Recovery due in Apr 26. Engaged with LGIS for desktop exercise in cybersecurity		overarching Disaster Recovery Plan.
2.8	Implement final Changes to the Review of the Local Government Act	CEO	Jul 25 – Jun 26	75%	🔴	🟠	🟢		ARIC Deputy Chair in Place. Inspector in Place. Codes of Conduct being updated	Legislation timetable	Update Council Code of Conduct Monitor for implementation: • CEO KPIs • Communication Plan • Council Plan
2.9	Continue implementation of Asset Management Strategy	CEO	Jul 25 – Jun 26	75%	🔴	🟠	🟢		Asset Works implemented Council First Mapping reviewed	Review of SCP	Review AMP Strategy
2.10	AI Policy & Strategy	DCEO	Jan – Jun 26	25%	🔴	🔴	🔴		Foundations Training	Capability	Apr 26 – Copilot Workshops

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									completed in Mar 26.		May 26 – Ai Strategy
3.1P	Admin Storage Facility Improvements	MWS	Jan 26 – Jun 26	25%	🔴	🔴	🔴		Sourcing of Materials	Builder behind schedule	Works undertaken

Capital Program

Ref	Action	Responsible	Timeframe	%	Status				Update	Risks / Issues	Next Steps
					S	D	M	J			
1P	Capital Works Program	SMT	Jul 25 – Jun 26	80%	🔴	🔴	🟢		RRSP	Sequencing	Toodyay Bindi Bindi Audible Line Marking
2P	Staff Housing Development	SMT	Jul 25 – Jun 26	75%	🔴	🔴	🟢		Initial site preparation works continued. No hold ups	Build schedule	Site works. Finalisation of Subdivsion approval and Major Trading undertaking Plan
3P	ESA Tourism Precinct	SMT	Jul 25 – Jun 26	75%	🔴	🔴	🟢		Works progressed	Contractor timing	Complete works

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9.8 Adoption of Edmonds Street Concept Plan Major Land and Trading Undertaking Business Case

File Reference	
Report Date	15 April 2026
Applicant/Proponent	Sean Fletcher – Chief Executive Officer
Officer Disclosure of Interest	Nil
Previous Meeting Reference	Ordinary Council Meeting – 26 November 2025 (Item 9.1)
Prepared by	Sean Fletcher – Chief Executive Officer
Senior Officer	Sean Fletcher – Chief Executive Officer
Authorised by	Sean Fletcher – Chief Executive Officer
Attachments	1. Major Land and Trading Undertaking Business Case 2. Revised Project Gannt Chart

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PURPOSE

For Council to adopt the final Major Land Trading and Trading Undertaking Business Plan for the Edmond Street Concept Plan (Attachment 1) following completion of the statutory public consultation period under section 3.59 of the *Local Government Act 1995*.

BACKGROUND

At its Ordinary Council Meeting of 26 November 2025, Council resolved to endorse the Major Land Trading and Trading Undertaking Business Plan for the Edmond Street Concept Plan for the purposes of public consultation and to invite submissions for a period of not less than six weeks. Council further resolved that the Business Plan be presented back to Council for final consideration following the consultation period.

The Business Plan relates to a proposed staged development of Lot 42 Edmond Street, Calingiri, classified as a Major Land Transaction under section 3.59 of the *Local Government Act 1995*, intended to address key worker housing shortages and deliver associated community infrastructure.

COMMENT

Since commencement of the public consultation period, the Shire has continued discussions with key delivery partners and funding agencies to refine implementation detail and strengthen funding applications associated with the project.

Recent correspondence and discussions with reputable builders confirmed that alternative funding and rental/lease arrangements may be explored and reported to Council as part of delivery options, should this be required in the context of funding outcomes. This was identified as an option to be considered rather than a change to the adopted project scope.

Further liaison has occurred with the Department of Planning, Lands and Heritage (DPLH) and Whitney Consulting to provide additional clarification and supporting material for the Shire's Regional Housing Support Program (RHSP) application to build up to homes on the Edmond Street development. This engagement relates to funding evaluation requirements and does not alter the intent, governance framework or risk profile of the Business Plan itself.

In parallel with the above, the Shire is also working through the Wheatbelt Regional Housing Initiative (WRHI) governance framework to assess whether it is worthwhile submitting an Expression of Interest (EOI) under the Commonwealth Housing Australia Future Fund – Social and Affordable

Housing Funding Round 3 (HAFF3) for housing construction associated with the Edmond Street project.

Preliminary advice provided to the Shire through WRHI indicates that, while the scale and housing mix across the regional program may align in principle with HAFF eligibility settings, there are material constraints for local governments, including the structure of availability payment funding, the requirement for an eligible non-local-government lead proponent, and the need for construction capital to be secured upfront. These constraints may limit the practical viability of a HAFF3 submission for local government-owned and managed key worker housing.

This assessment work is ongoing at the regional level and is being progressed as a complementary funding exploration only. It does not alter the intent, scope, governance framework or delivery pathway set out in the Major Land Trading and Trading Undertaking Business Plan, nor does it form part of the statutory decision before Council.

Explanation of the Project Gantt Chart (Attachment 2)

As a result of the engagement with DPLH mentioned above, the author has revised the Gannt Chart for the project. This has been inserted into the final business plan and can be found in Attachment 2.

The Project Gantt Chart sets out the anticipated sequencing of key statutory, funding and delivery milestones for the Edmond Street development, from late 2025 through to final completion in 2027. The Gantt Chart is intended to provide Council with a high-level program view, illustrating task dependencies, funding gateways and critical delivery stages, rather than representing fixed contractual dates for each individual activity.

It is noted that some early task timelines identified in the Gantt Chart have now expired, particularly those associated with public advertising, funding negotiations and advisory processes. This reflects the practical realities of progressing a multi-stage project that is dependent on external approval processes, funding program timeframes and inter-agency coordination.

Notwithstanding this, the Shire remains fully committed to achieving the overall project outcomes and completion milestones, including delivery of Stage 1 and Stage 2 modular housing and final occupation within the indicative program period. Where individual activities have shifted, this has occurred without altering the scope, intent or governance framework of the endorsed Major Land Trading and Trading Undertaking Business Plan.

The Gantt Chart has therefore been updated to reflect a realistic and current project pathway, while retaining alignment with funding conditions (including the Housing Support Program – Community Enabling Infrastructure milestones), statutory planning processes and the Shire's capacity to deliver the project in an orderly and compliant manner. The updated Gantt Chart should be read as a dynamic management tool that will continue to be refined as approvals are finalised and delivery contracts are awarded.

Conclusion

The statutory consultation requirements have been satisfied, no objections or submissions were received, and only a minor administrative update is proposed. Adoption of the final Business Plan will allow the Shire to progress funding negotiations, detailed design and delivery activities associated with the Edmond Street Concept Plan.

CONSULTATION

In accordance with section 3.59 of the *Local Government Act 1995* and regulation 8A of the *Local Government (Functions and General) Regulations 1996*, a formal Public Notice was issued advertising the proposed Major Land Transaction and inviting written submissions. The Public Notice was published on 11 December 2025 and closed for submissions on Thursday, 30 January 2026, consistent with the minimum six-week statutory consultation period.

The Business Plan was made available for inspection at the Shire Administration Office and on the Shire's website during the consultation period.

No submissions were received by the closing date.

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STATUTORY CONTEXT

Section 3.59 of the *Local Government Act 1995* requires Council to consider submissions received during the public consultation period prior to undertaking a major land transaction. As no submissions were received, Council is now in a position to proceed to final adoption of the Business Plan.

CORPORATE CONTEXT

Strategic Business Plan/Corporate Business Plan

The Major Land Trading and Trading Undertaking Business Plan for the Edmond Street Concept Plan directly supports Outcome 2.1 as follows:

STRATEGIC PRIORITIES	WE KNOW WE ARE SUCCEEDING WHEN
2. ECONOMY	
2.1 We understand traditional and emerging industries across the Shire	Townsite amenities are welcoming and attractive
	Our population increases
	We can attract and retain staff because we maintain and increase our housing stock
	Communities and opportunities are promoted by the Shire
	We forward plan for emerging industries

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Delegation

Nil

Policy Implications

Nil

Other Corporate Document

Nil

Risk Analysis

Proceeding with the Plan presents a Strategic Risk relating to reliance on external funding; however, this risk is mitigated by builder-provided contingency delivery and leasing options should grant funding not be secured, reducing the associated financial exposure and preserving Council's decision-making flexibility.

Consequence	Consequence Rating:	Likelihood Rating:	Risk Rating	Risk Acceptance/ Controls	Mitigation and Outcome
If external grant funding (including RHSP) is not secured, there is a risk that delivery of the Edmond Street housing project could be delayed or require alternative financing or leasing arrangements, potentially affecting timing and affordability outcomes.	Moderate (3) Probable foreseeable financial impact in the range $50,001–$250,000 • No committed construction contracts • No irreversible capital expenditure • Alternative delivery / leasing options available	Possible (3) RHSP outcome uncertain and competitive Event could occur, but not expected in most circumstances Occurrence benchmark: "At least once in 3 years"	Moderate (9)	Operational Manager Risk acceptable with adequate controls, managed by specific procedures and subject to semi-annual monitoring Council adoption of the Business Plan does not commit the Shire to construction expenditure Staged project structure with funding gateways Explicit Council decision points prior to any contractual commitment Ongoing engagement with funding bodies during assessment Builder-provided alternative financing and leasing options (Plan B) Updated Gantt Chart used as a dynamic management tool Oversight by CEO under the Second Line of Defence	Financial exposure remains controlled and proportionate The Shire retains flexibility to proceed, defer or pivot delivery model Strategic housing objectives remain achievable Risk remains within the Shire's accepted risk appetite

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FINANCIAL IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

Officer Recommendation

That Council

1. **NOTE** the outcomes of the public consultation process undertaken in accordance with section 3.59 of the Local Government Act 1995, including that no submissions were received; and
2. **ADOPT** the final Major Land Trading and Trading Undertaking Business Plan – Edmond Street Concept Plan (Lot 42, Calingiri), as attached, including the updated Project Gantt Chart.

Major Land and Trading Undertaking Business Plan

Edmond Street Concept Plan – Shire of Victoria Plains

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Business Plan – Major Land & Trading Undertaking

Edmond Street Concept Plan – Shire of Victoria Plains

1. Executive Summary

The Shire of Victoria Plains has proposed a staged development at Lot 42 Edmond Street, Calingiri, to address affordable housing shortages for key workers within the District and deliver new community facilities.

This undertaking is classified as a **Major Land Transaction** under *Section 3.59 of the Local Government Act 1995*. The plan has been prepared in accordance with the Act and the *Local Government (Functions and General) Regulations 1996* for Council consideration and subsequent public consultation.

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2. Legislative Framework

This plan is prepared in accordance with:

- *Local Government Act 1995 – s. 3.59*
- *Local Government (Functions and General) Regulations 1996 – r. 8A*

Specific Requirements:

- Minimum six-week public notice period;
- Disclosure of financial, community, and operational impacts;
- Council resolution post-consultation.

3. Strategic Alignment

The project directly supports:

Shire of Victoria Plains Strategic Community Plan

Goals for housing, liveability, and economic growth. This includes being able to attract and retain staff through maintaining and increasing the Shire's housing stock and increasing the Shire's population through providing an environment that supports existing and emerging businesses.

Economic Development Strategy

Initiatives for workforce attraction, retention, and regional development. This development is consistent with the previous decisions of Council, including:

- ✓ Resolutions (*Confirmed Minutes – 24 July 2024*); and
- ✓ Budget allocations (*2025/26 Annual Budget Adoption – 9 September 2025*).

The Avon Region Organisation of Councils (AROC – Shires of Victoria Plains, Goomalling and Toodyay)

partnered with the Shire of Dandaragan and the Wheatbelt Development Commission (WDC) to

investigate workforce housing needs and challenges in the AROC-Dandaragan Subregion. The AROC-Dandaragan Housing Report (2024), confirmed the housing shortage revealed the following challenges and opportunities:

- The demand for workforce housing is estimated to range between an additional 514 and 599 dwellings by 2031, which correlates to a demand of 73 - 80 worker accommodation units across the Study Area per annum;
- Engagement with the Business Community reports that 62% of businesses with employees registered the need for additional workers, with an average of 1.5 workers per workplace needed to meet current business needs within the Study Area. Business owners report a lack of suitable and affordable rental housing as one of the main issues in attracting staff;
- A high-level review of existing vacant land supply points to opportunities for infill development and required servicing of existing zoned land to meet longer-term housing needs in the AROC — Dandaragan Subregion.

4. Project Scope – Residential Subdivision

Stage 1 – Lot 42 (A)

- 10-lot subdivision;
- Headworks, roadworks, utilities;
- 10 modular affordable key worker dwellings (financed separately).

Stage 2 – Lot 42 (B)

- Community facilities;
- 5 affordable key worker dwellings.

5. Governance & Procurement

The project will be run in accordance with the following processes, structure and decision making mechanisms:

Authorisation of Business Case Council	**Project Sponsor** CEO	**Project Manager** Deputy CEO	**Procurement** Request for Quotes (RFQ) MWS	**Reporting** Quarterly CEO/DCEO
Project approval and oversight	Responsible for securing funding and alignment with the Strategic Community Plan	Will manage the project with the project team (The full team is found in the appendices to this document)	In line with Shire policy and legislative requirements	Progress reports to Council

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The Shire will need to adopt a policy regarding how the housing will be allocated. This would include the following criteria:

Purpose

To provide clear guidelines for the prioritisation and allocation of available Council-owned housing stock to key workers.

1. Prioritisation of Housing Allocation

Housing will be allocated to key workers in the following order of priority:

1. Shire Staff
2. Regional Priority Industries such as:
   - Agricultural Workers and Associated Industries/Business Sectors;
   - Workers in the Local Renewable Energy Sector;
   - Space Capability.
3. Independent living e.g. elderly, youth (18-25).

2. Key Worker - Prioritisation

Within each key worker category, applicants will be prioritised on merit and will consider:

- Ability to contribute to the vibrancy and longevity of the community.
- Applicants' unique skills, abilities, and qualifications that are relevant to the needs of the local community.

3. Application and Approval Process

- All requests for Shire-owned housing must be submitted in writing to the Chief Executive Officer (or delegated officer).
- Applications will be assessed according to the prioritisation criteria above.
- The Chief Executive Officer will make the final decision on housing allocation, ensuring transparency and consistency with this policy.
- Where housing is surplus to the needs of the highest-priority group, it may be offered to the next group in priority order.

5. Tenancy Agreements

- All tenants will be required to sign tenancy agreements (REIWA standard) and pay applicable bonds.
- Housing inspections will be conducted annually.

4. Reporting and Review

- Housing tenancy agreements will be reviewed annually and be reported to Council.
- This policy will be reviewed annually or as required to ensure it remains relevant and effective.

5. Exclusions

This policy does not cover the provision of social housing, which remains the responsibility of the State Government.

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6. Financial Plan

6.1 Estimated Project Costs

Stage / Item	Description	Amount $
Stage 1 – Lot 42 (A)		
Headworks & Connections	Water, power, sewer	$692,505
Site Works & Internal Services	Roads, internal works, servicing	$957,910
Contingency	Allowances & fees	$610,653
Stage 1 Subtotal		$2,261,068
Stage 2 – Lot 42 (B)		
Headworks & Connections	Water, power, sewer	$465,715
Site Works & Internal Services	Roads, internal works, servicing	$1,214,180
Contingency	Allowances & fees	$621,561
Stage 2 Subtotal		$2,301,456
Total – Subdivision & Servicing		**$4,562,524**
Modular Housing (10 @ $350k)	Separate financing required	$3,500,000
Total Project (Incl. Modular)		**$8,062,524**

6.2 Budget Capacity

Program	Allocation
HSP 1 – Staff Housing Development	$27,000
HSP 2 – Staff Housing Development	$4,567,000
Total Available	**$4,594,000**

Assessment:

1. Subdivision & servicing works ($4.562 M) fit within confirmed funding allocations under the Housing Support Program – Stream 1 and the Community Enabling Infrastructure Stream. In other words, there will be no cost to the Shire of Victoria Plains too undertake this work.
2. Additional financing is required to provide the build regarding the dwellings: i.e. modular type housing or kit/prefabricated homes.

6.3 Financing Options for Modular Construction

A. State/Federal housing grants.

Requires extensive advocacy and grant funding expertise. Grants are not always available for this type of housing. However, the Regional Housing Support Fund has just become available and provides an option for funding the construction of houses. This has occurred as a result of the Shire's advocacy in this matter.

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Alternatively, there may be an opportunity through the Housing Australia Program for interest free loans. This would require advocacy with the Minister for Housing and Housing Australia.

B. Loan facility – WA Treasury Corporation.
Will be subject to the Shire's Debt Service Ratio i.e. its capacity to repay the loan.

C. Staged delivery linked to revenue

The longest option in terms of delivery but keeps Shire within its means. Revenue is raised either through lease returns or the selling of a percentage of the housing stock.

D. Public-Private Partnership (PPP)

Potential opportunities exist to co-fund with major employers or builders.

6.4 ROI Calculations

The Return on Investment (ROI) model for the Edmond Street Housing Development assumes:

Component	Assumptions
Number of dwellings	10
Land development costs (fully grant funded, no repayment)	$4,567,000
Construction finance required (loan, other financing, grant)	$3,500,000
Market data: Regional WA median house price/rent	$679,000; $551PW
Operating costs (maintenance) etc	30%
Discount rate (low-risk local government infrastructure benchmark)	3.5%
Loan terms: 20 years (Illustrative)	5.5%

Table One: Assumptions

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The Importance of Net Present Value (NPV)

NPV calculates the present value of all expected future cash inflows and outflows, discounted back to today using a chosen discount rate (often reflecting the cost of capital or required rate of return). It shows how much an investment is worth in today's money.

In this case the discounted rate is 3.5%

In other words, NPV is a financial metric used to assess the value of an investment, project, or cash flow stream by considering the time value of money.

NPV > 0: The investment is expected to generate more value than it costs, so it's financially worthwhile.

NPV < 0: The investment is expected to lose money.

NPV = 0: The investment is expected to break even.

Projected Revenue Streams (Based on Table One: Assumptions)

A. Lease Only (Shire Owned and Operated) Over 10 Years

In this projection it is assumed that four dwellings will be leased to Shire staff:

- **Number of dwellings:** 10
- **Weekly rent per dwelling:** $551
- **Annual rent per dwelling:** $551 × 52 = $28,652
- **Total annual rent (10 dwellings):** $286,520
- **Operating costs:** 30% of gross rent = $85,956
- **Net lease income:** $286,520 – $85,956 = $200,564
- **Loan repayment:** $3,500,000 @ 5.5% over 20 years ≈ $291,000/year
- **Workforce retention savings:** $50,000/year × (4/10) = $20,000/year
- **Discount rate:** 3.5%
- **Rates revenue and sales:** Excluded

Annual Net Cash Flow Calculation

Net Cash Flow = Net Lease Income + Workforce Savings (4 dwellings) − Loan Repayment

i.e. $200,564 + $20,000 − $291,000 = ($70,436) per year

Insights

Annual net cash flow: ($70,436) (negative)

10-year NPV: ≈ ($597,000) (negative)

1. The project runs at a deficit under these assumptions, even with workforce savings for 4 dwellings.
2. To improve viability, Shire will need to consider increasing rent, reducing operating costs, or restructuring loan terms.

Choosing one solution, if the rent ($551) is indexed to Perth CPI of 4.5%, the increase in rents factored back to present dollars over 10 years will see:

Cashflow path: Negative in **Years 1–7**, turning **slightly positive** from **Year 8** as CPI-indexed rent accumulates i.e $62, Year 9 $12,345 and Year 10 $25,180.

10-year NPV @ 3.5%: ($245,139). The loss is substantially reduced. In Years 12/13, the project will generate a surplus.

If the Shire was to dispose one of its existing dwellings for $250,000 in addition to the annual rent increases, the NPV will see a surplus of $12,023 in Year 10.

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B. Lease Only (Shire Owned and Operated) Over 10 Years with Loan @ 50%

In this projection it is assumed that further to Option A, the loan required will be $1,750,000 as five dwellings will be grant funded.

- **Number of dwellings:** 10
- **Weekly rent per dwelling:** $551
- **Annual rent per dwelling:** $28,652
- **Total annual rent (10 dwellings):** $286,520
- **Operating costs:** 30% of gross rent = $85,956
- **Net lease income:** $286,520 – $85,956 = $200,564
- **Loan:** $1,750,000 @ 5.5% over 20 years
- **Annual loan repayment:** ≈ $145,500 (calculated as an annuity)
- **Workforce retention savings:** $50,000/year × (4/10) = $20,000/year
- **Discount rate:** 3.5%
- **Rates revenue and sales:** Excluded

Annual Net Cash Flow Calculation

Net Cash Flow = Net Lease Income + Workforce Savings (4 dwellings) − Loan Repayment

i.e. $200,564 + $20,000 − $145,500 = $75,064 per year

Insights

Annual net cash flow: $75,064 (positive)

10-year NPV: ≈ $636,000 (positive)

With the reduced loan, the project generates a healthy surplus each year and a strong positive NPV over 10 years. If rent increases are factored in by CPI, the surplus after 10 years is $980,000.

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C. Hybrid Model i.e. Sell Four Houses and Lease Six Houses

In this model, the sale of four dwellings, the leasing of six dwellings and the inclusion of rate income regarding the four dwellings will see a NPV over 10 years of $1,634,821.

D. Build to Lease Model

If a housing provider builds then leases the homes, then the Shire will only receive the rate income which is an NPV over 10 years of $124,749.

E. Other Variations

Option B could see the next five houses paid for by the community. The local investors would receive the rental income but the Shire receives the rate income and also the rental income from the five properties it retains. The Shire will have a negative cash flow for the first four years but after this will end up with a positive NPV of $30,799.

Major developers may wish to purchase or underwrite a proportion of the 10 dwellings. This would see a similar result to that outlined in the above paragraph.

7. Impact on Community & Shire Services and Facilities

Social

- Directly addresses the shortage of affordable housing for key workers, supporting the retention and attraction of essential staff such as teachers, health professionals, and emergency services personnel.
- Enhances community wellbeing by providing stable accommodation, which underpins the delivery of quality local services.

Economic

- Stimulates the local economy through construction activity, job creation, and increased demand for local goods and services.
- Supports local businesses by enabling workforce growth and stability, which is critical for ongoing economic development in the Shire.

Strategic

- Advances the Shire's goals for housing, liveability, and sustainable population growth as outlined in the Strategic Community Plan and Economic Development Strategy.

Impact on Shire Services and Facilities

- **Waste Services:** The development will increase the volume of residential and community waste generated in Calingiri. This will require the Shire to review and potentially expand waste collection routes and frequency, as well as ensure adequate capacity at local transfer stations and landfill sites. The Shire is already progressing improvements to waste management infrastructure, including the Calingiri, Bolgart and Mogumber Transfer Stations and regional waste facility planning, which will support the increased demand from new dwellings and community facilities. Community education on waste sorting and recycling will also become more important as the population grows
- **Recreation Services:** The addition of new residents and community facilities will increase usage of existing parks, ovals, and recreation centres. The Shire will need to monitor the condition and capacity of these assets to ensure they remain fit for purpose and accessible. This may involve upgrading or expanding recreation infrastructure, increasing maintenance schedules, and ensuring compliance with accessibility standards. The Shire's Asset Management Plan highlights the importance of ongoing investment in recreation places to meet community needs and maintain high levels of satisfaction.
- **Service Planning and Integration:** The Shire will need to plan for potential increases in service delivery, including reviewing staffing levels, equipment, and budget allocations to ensure high-quality service provision as the population grows. The project also provides an opportunity to integrate new facilities with existing Shire assets, improving overall service efficiency and community access.

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- **Long-Term Benefits:** Improved housing and facilities will help the Shire attract and retain skilled staff, reducing turnover and associated recruitment costs, and strengthening the delivery of core services to the community.

8. Risk Management

Risk management will follow the **Shire of Victoria Plains Risk Management Framework** and **AS/NZS ISO 31000:2018**.

Risk	Likelihood	Impact	Mitigation	Risk Owner
Construction delays	Medium	High	Fixed-date contracts, penalties, contingency scheduling	MWS
Cost overruns	Medium	Medium	Contingency funds, cost monitoring	DCEO
Slow housing uptake	Low	Medium	Marketing, flexible sales/lease options	CEO
Legislative changes	Low	Low	Ongoing monitoring	CEO
WHS incidents	Low	High	Contractor safety plans, audits	MWS
Community opposition	Low	Medium	Transparent engagement	CEO
Financial risks (interest rate changes, funding shortfall)	Low	Medium	Fixed-rate loans (WA Treasury), regular financial review, alternative funding options	CEO

Table Two – Project Risks

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Strengths:

- The table covers a broad spectrum of risks relevant to major land and housing projects, including financial, operational, regulatory, and community risks.
- Each risk is assigned a likelihood and impact, which helps prioritise mitigation efforts.
- Mitigation strategies are practical and align with industry standards (e.g., fixed-date contracts, contingency funds, safety plans).
- Reference to AS/NZS ISO 31000:2018 demonstrates commitment to best practice risk management.

9. Key Project Milestones

The project is expected to take approximately 18 months to deliver. However, the delivery of the dwellings is very much subject to financing becoming available.

The Housing Support Program has advised that on signing of the funding agreement with WA State Treasury, 70% of funding ($3,193,767) will be paid up front. This was achieved on 14 November 2025.

Although the milestones indicate an RFQ process, this will only be for particular services (e.g. internal road, utilities, support engineering and planning) as Shire staff will do most of the ground (civil) works.

Milestone Table – Residential Subdivision

Milestone	Target Timing	Notes
Preparatory Works including Statutory Planning, Concept Plan and Identification of Resources	Prior to Month 0	✓ Resolutions (*Confirmed Minutes – 24 July 2024*); and ✓ Budget allocations (*2025/26 Annual Budget Adoption – 9 September 2025*).
Council Endorsement to Advertise	Month 0	Resolution under s. 3.59 LGA 1995
Public Notice Period (6 weeks)	Month 0–2	Website, local media
Review & Assess Submissions	Month 2	Report to Council
Council Adoption	Month 2	Post-consultation adoption
Site Construction	Month 2 - 12	HSP Stream 1 and HSP CEI
Finalise Modular Financing	Month 2–3	Loan/grant/PPP
RFQ Procurement	Month 3–4	In line with policy
Contract Award & Pre-Start	Month 4–5	Contract execution, WHS plans
Stage 1 Modular Build (5 Homes)	Month 8–12	Off-site fabrication & installation
Stage 1 Occupancy	Month 12	Handover or sale
Stage 2 Works Start (5 Homes)	Month 13	Civil & facility works
Stage 2 Completion	Month 16	Final sign-off

Table Three - Milestones

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A Gantt Chart showing the complete timeline is in the Appendices on Page 22.

10. Short Stay and Caravan Park Accommodation

Background

The Shire of Victoria Plains is proactively responding to the growing demand for flexible, high-quality short-term accommodation in Calingiri and the surrounding district. This demand is being driven by several converging factors:

- **Resource Sector Growth:** The region is experiencing increased mining activity and exploration, particularly with the emergence of new projects such as the Caravel Copper Mine and renewable energy developments. These projects bring a transient workforce requiring reliable, short-term accommodation options.
- **Tourism Expansion:** Victoria Plains and the broader Wheatbelt are attracting more visitors, both for leisure and business, as regional tourism initiatives and local attractions gain prominence. The need

for visitor accommodation is expected to rise in line with these trends.

- **Energy Transition:** The shift towards renewable energy is resulting in new infrastructure projects and associated workforce movements, further increasing the requirement for short-term stays in the area.
- **Agricultural Sector Demand:** Large agricultural corporations and seasonal agribusinesses have expressed interest in local accommodation solutions to support their workforce during peak periods, such as harvest and seeding.

Facility Overview

To address these needs, the Shire proposes the development of the Calingiri Short Term Stay and Accommodation Facility. The facility will include:

- Five self-contained cabins for visitor use
- One cabin for an on-site caretaker
- Caravan and camper van bays (20)
- Camping sites (5)
- Modern ablution facilities
- A communal camp kitchen

This facility is designed to provide flexible, affordable, and comfortable accommodation for a diverse range of users, including visiting workers, tourists, and agricultural staff. The inclusion of a caretaker's cabin will ensure the site is well-managed and secure, supporting both operational efficiency and guest experience.

Strategic Context

The proposed development aligns with the Shire's broader strategy to support economic growth, workforce attraction, and community liveability. It complements other initiatives such as the Edmond Street residential subdivision and the Wheatbelt Regional Housing Initiative, which together aim to address both permanent and temporary accommodation shortages in the district.

Ongoing Need

Current research and industry feedback confirm that the demand for short-term accommodation in Calingiri is not a temporary phenomenon. With ongoing mining, energy, tourism, and agricultural activity, the need for such facilities is expected to remain strong into the foreseeable future.

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ROI – Calculations

Component	Assumptions
Number of cabins: 5 (and 1 caretaker facility) @ 80% occupancy	$150/night $900/week
Caravan Park Bays – 20 @ 65% occupancy	$35 per night
Camping Bays – 5 @ 65% occupancy	$25 per night
Construction finance required (loan, other financing, grant)	$2,000,000
Market data: Regional WA median house price/rent	$679,000; $551PW
Discount rate (low-risk local government infrastructure benchmark)	3.5%
Loan terms: 20 years (Illustrative)	5.5%

Rates based on similar facilities in Wheatbelt Towns

Table Four - Assumptions

NPV Modelling

Parameter	Value
Cabin Revenue (5 Cabins @ $150 per night)	$177,938
Caravan Revenue (20 Powered $35/Night)	$166,075
Camping Revenue (5 @ $25/Night)	$29,655
Total Revenue	**$373,669**
Operating Costs	$112,101
Net Operating Income	**$261,568**
Annual Loan Repayment	$167,359
Net Cash Flow (After Loan)	**$94,209**
ROI (Before Loan)	13.08%
ROI (After Loan)	4.71%
10 Year NPV (3.5%)	$787,503
Break Even Occupancy Rate:	41.6%

Table Five – NPV Modelling Over 10 Years

Annual Net Cash Flow Calculation Based on 65% Occupancy

Net Cash Flow = Net Sales − Loan Repayment i.e. $261,568 − $167,359 = $94,209 per year

Insights

- The facility generates a healthy annual surplus of $94,209 after loan repayments at 65% occupancy.
- ROI (before loan) is 13.08%. Post loan is 4.71%. 3% is considered a very good result.
- The 10-year NPV is positive @ $787,503 indicating strong financial viability under these assumption

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11. Consultation Process

- Six-week public notice period per s. 3.59 of the *Local Government Act 1995*;
- Advertising in print (newsletter), digital (website, Facebook) and noticeboards (Libraries). Drafts of the notices are attached in the appendices;
- Compilation and reporting of submissions to Council.

12. Recommendation

That Council in accordance with s.3.59 of the *Local Government Act 1995*:

1. Endorse the Business Plan for public consultation.
2. Invite submissions for no less than six weeks.
3. Consider final adoption following the consultation period.

Appendices

Official Public notice

PUBLIC NOTICE

Business Plan – Major Land Transaction
Edmond Street Concept Plan – Lot 42, Calingiri
Shire of Victoria Plains

The Shire of Victoria Plains gives notice, in accordance with **Section 3.59 of the Local Government Act 1995** and **Regulation 8A of the Local Government (Functions and General) Regulations 1996**, of its intention to undertake a **Major Land Transaction**.

Proposal

The Shire proposes a staged development at **Lot 42 Edmond Street, Calingiri** to address affordable housing shortages for key workers and to deliver new community facilities.

Stage 1 – Lot 42 (A)

- Subdivision into 10 lots
- Headworks, roadworks, and utility connections
- Construction of 10 modular affordable key worker dwellings *(financed separately)*

Stage 2 – Lot 42 (B)

- Development of community facilities
- Construction of 5 additional affordable key worker dwellings

The total estimated cost of subdivision and servicing works is **$4.562 million**, funded through the Housing Support Program. Modular housing construction will require separate financing.

Inspection of Business Plan

A copy of the full Business Plan is available for inspection:

- **In person:** Shire Administration Office, [insert address], during office hours
- **Online:** [insert Shire website link to document]
- **By request:** Contact the Shire on [insert phone] or [insert email]

Submissions

Written submissions on the proposed Major Land Transaction may be lodged by any person.

Closing date for submissions: *[insert date – not less than six weeks from first publication]*

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Address for submissions:
Chief Executive Officer
Shire of Victoria Plains
[insert postal address]
or email: [insert email address]

All submissions will be considered by Council before making a final decision.

Date of notice: [insert date]
Sean Fletcher
Chief Executive Officer
Shire of Victoria Plains

For **digital**, *"Have your say on the future of Edmond Street"* which will link directly to the PDF of the Business Plan.

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Plain-English, community-friendly version of the public notice:

Have Your Say – Edmond Street Development, Calingiri

The Shire of Victoria Plains is planning an exciting new project at **Lot 42 Edmond Street, Calingiri** to help meet our community's housing needs and create new local facilities.

What's planned

We're looking to develop the site in two stages:

Stage 1

- Create 10 new residential lots
- Install essential services like water, power, and roads
- Build 10 affordable homes for key workers (such as teachers, health staff, and emergency services)

Stage 2

- Build new community facilities
- Add 5 more affordable homes for key workers

Why this matters

- More housing for essential workers means better services for everyone
- New facilities will make Calingiri an even better place to live
- The project will create local jobs and boost the local economy

How you can be involved

We want to hear your thoughts before we move ahead.
You can read the full plan:

- **Online:** [insert link]
- **At the Shire Office:** [insert address], during office hours
- **By request:** Call [insert phone] or email [insert email]

Send us your feedback

Please send your comments in writing by **[insert closing date – at least six weeks from now]** to:
Chief Executive Officer
Shire of Victoria Plains
[insert postal address]
or email: [insert email]

All feedback will be considered by Council before a final decision is made.

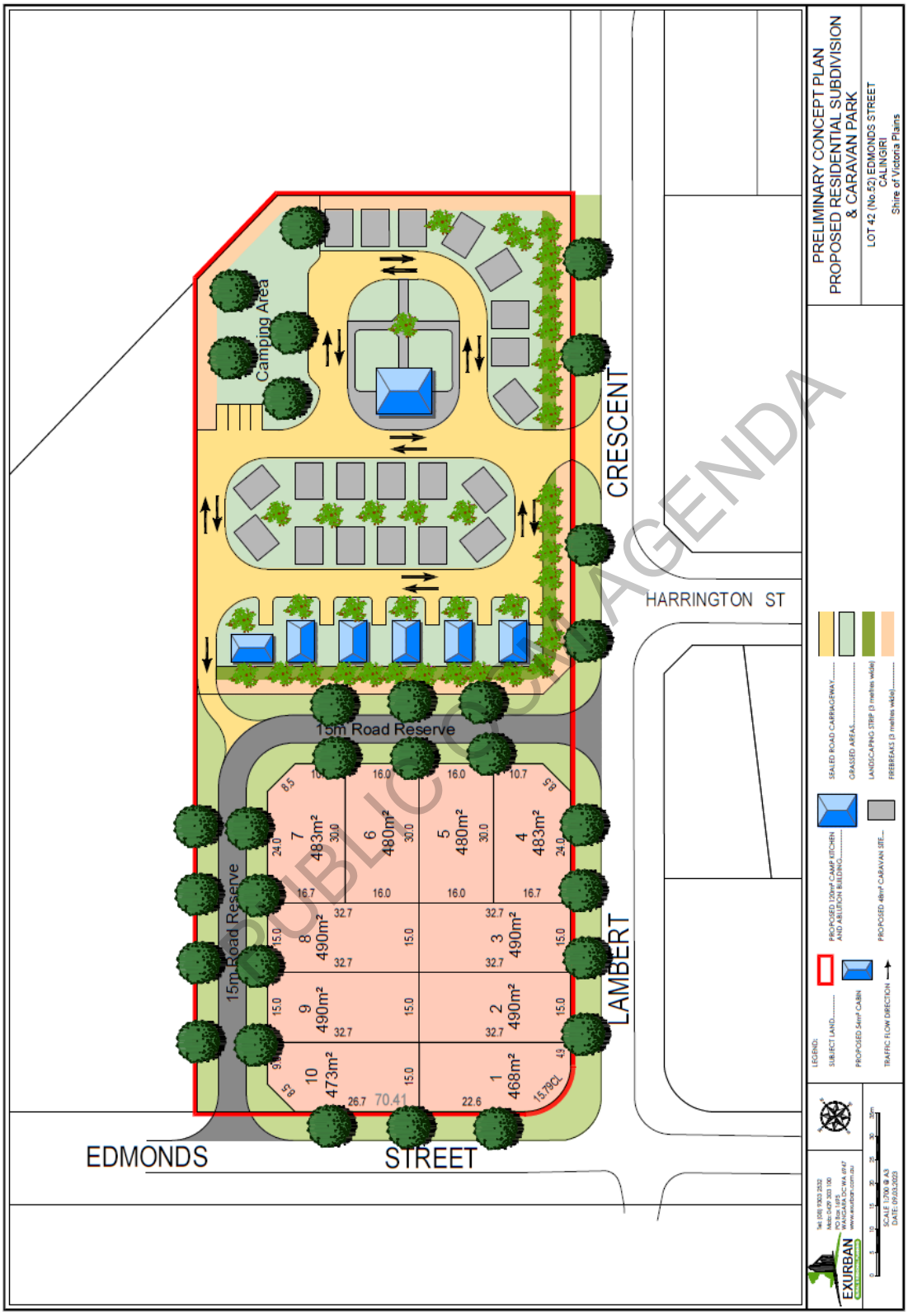
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Published: [insert date]
Sean Fletcher
Chief Executive Officer
Shire of Victoria Plains

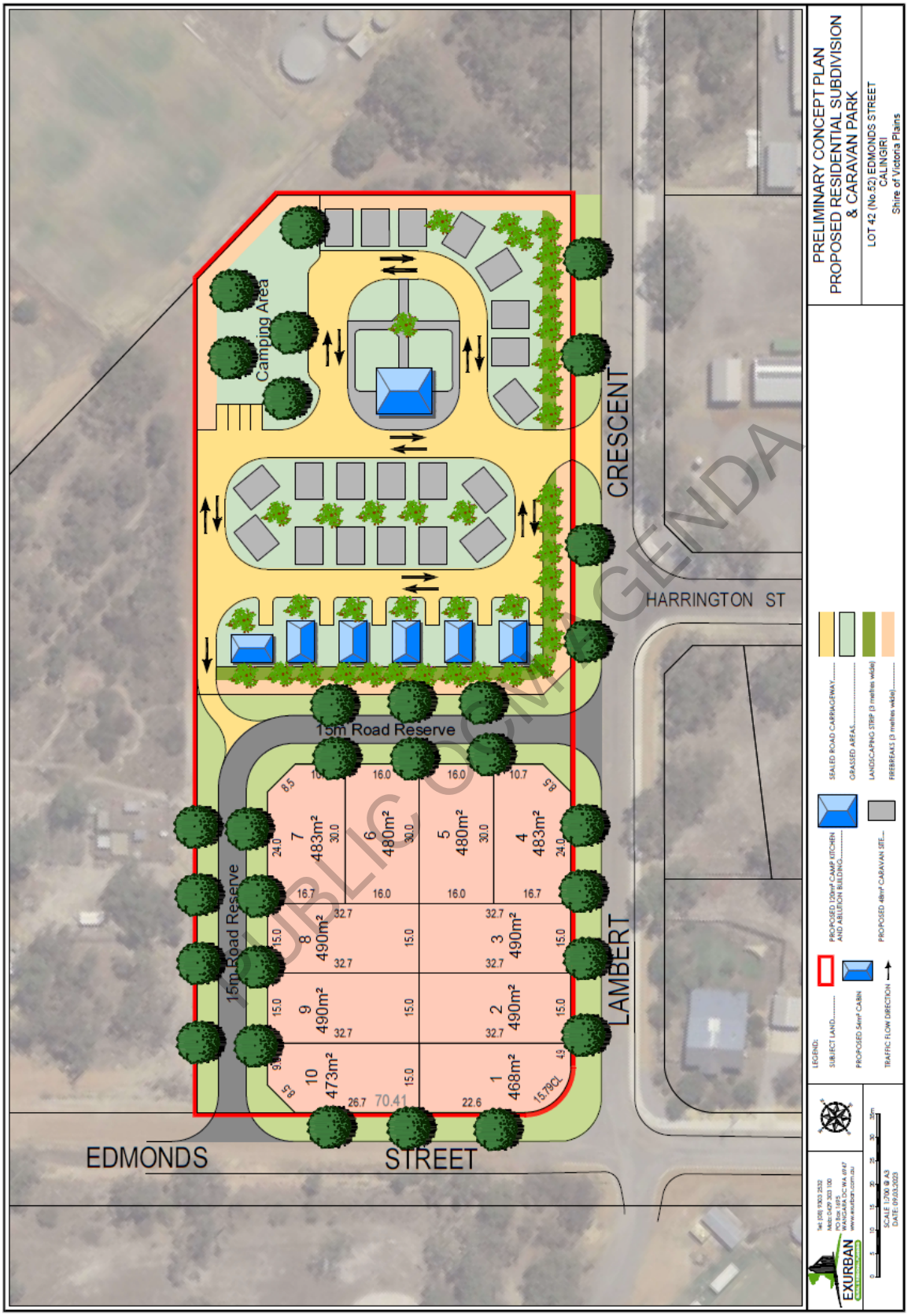
For social media post a short version with a photo of the site and a headline like *"Affordable housing and new community spaces – have your say on the future of Edmond Street!"* and link to the full plan.

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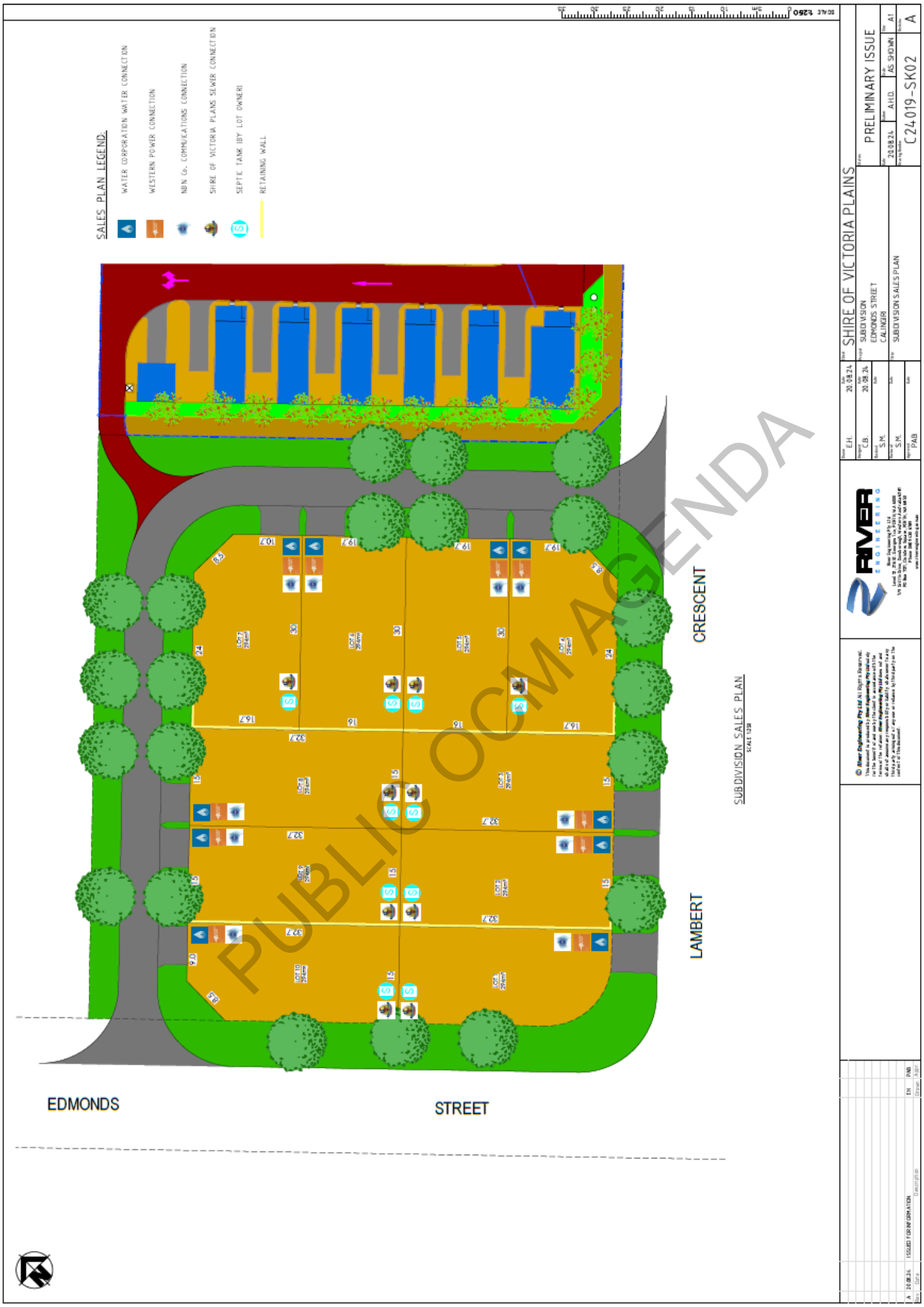
Site Maps



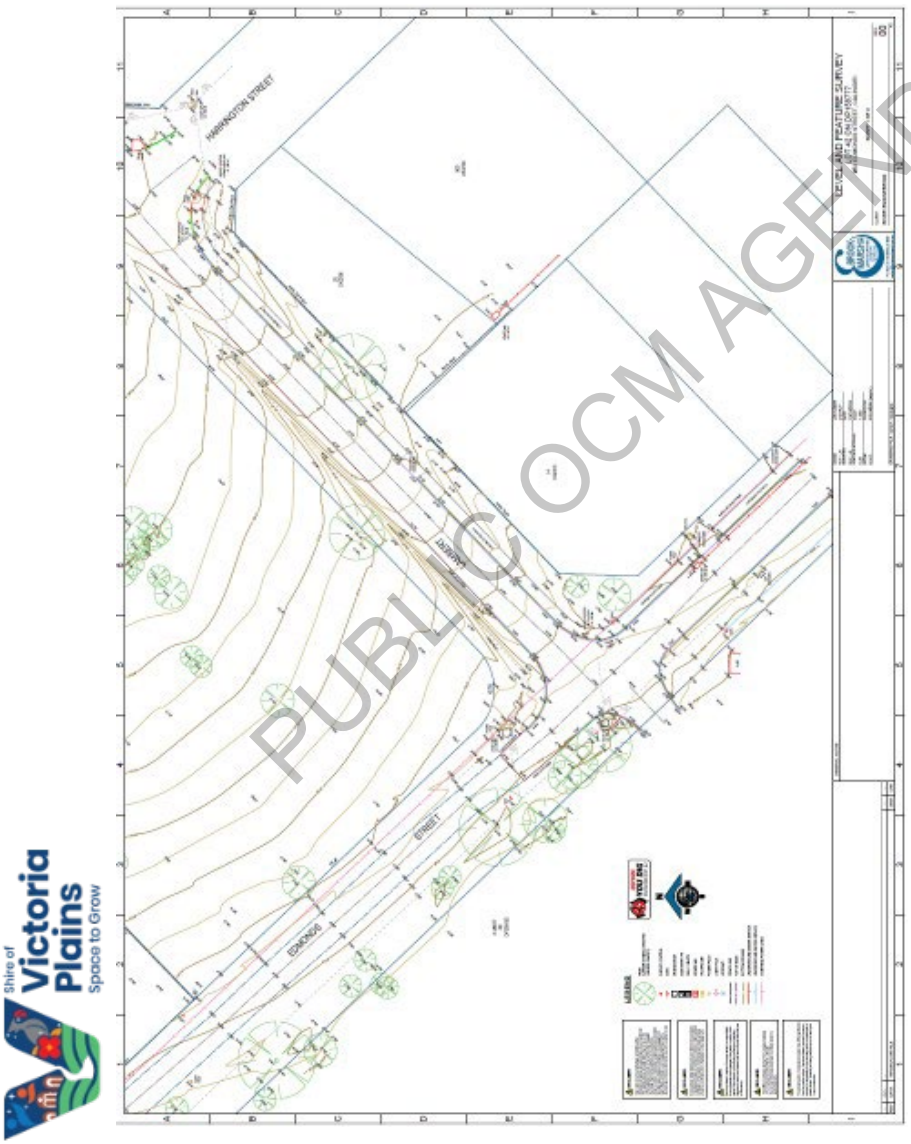
Concept Plan – Edmond Street Development



Concept Plan – Drawing and Aerial Edmond Street Development

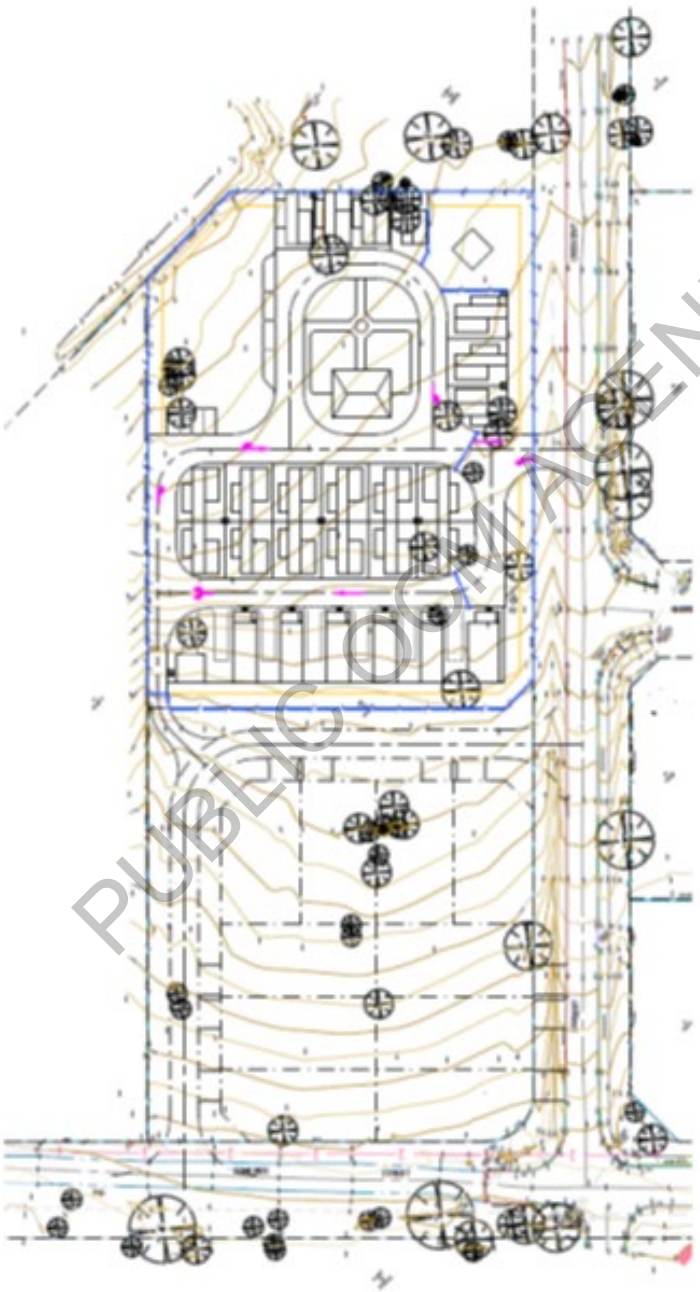


Service Layout



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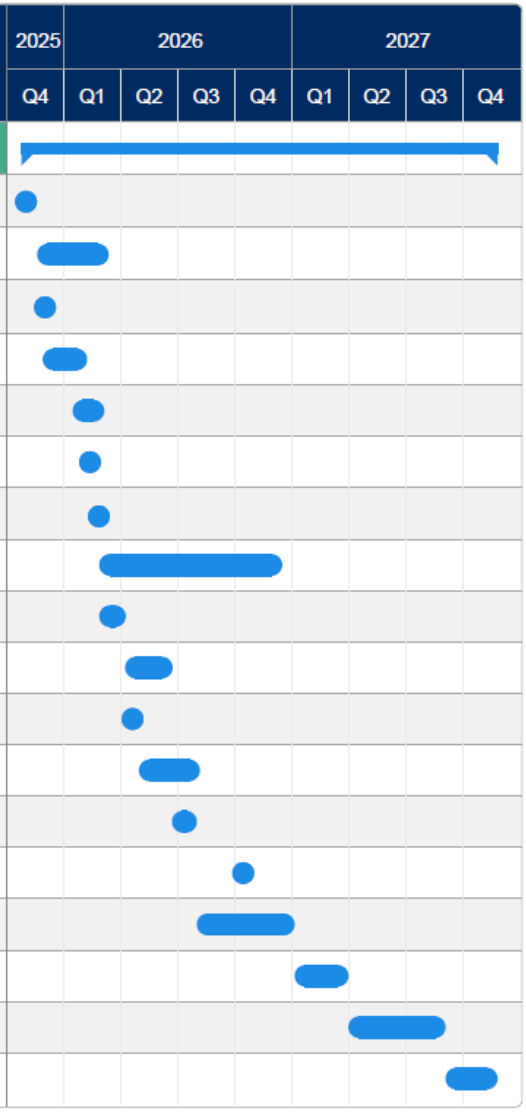
Site Contour and Feature Survey Part 1



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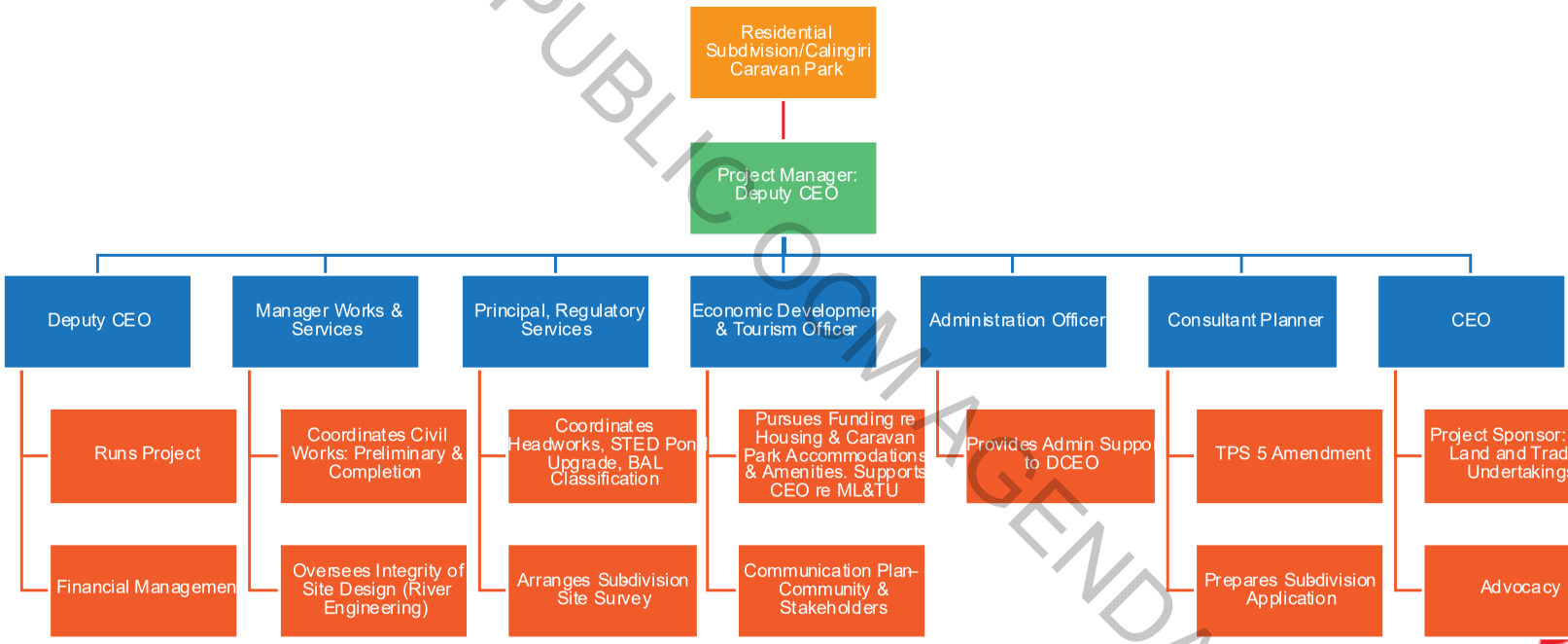
Site Contour and Feature Survey Part 2

	Task	Assigned To	Start	End	Dur	%
	Edmond Street Development		25/10/25	26/11/27	542	
1	HSP CEI Agreement - Signed & 70% Paid	CEO	25/10/25	7/11/25	10	
2	Preparatory Site Works	CEO CTP MWS	19/11/25	12/3/26	80	
3	Council Endorsement to Advertise MTUBP	CEO	27/11/25	28/11/25	1	
4	Public Notice MTUBP	CEO PA	28/11/25	6/2/26	50	
5	Advertise Scheme Amendment No. 4	CEO PA	15/1/26	5/3/26	36	
6	Review & Assess Submissions MTUBP	CEO	6/2/26	16/2/26	7	
7	Council Adoption MTUBP	CEO	25/2/26	25/2/26	1	
8	Site Construction - In-house	MWS DCEO	26/2/26	16/12/26	210	
9	Modular Financing - RHSP or Other	CEO	26/2/26	8/4/26	30	
10	RFQ Procurement - WALGA Panel	PEHO	8/4/26	22/6/26	54	
11	Review Scheme Amendment No. 4	CEO/Council	10/4/26	29/4/26	14	
12	Submit Scheme Amendment No.4	CEO/Minister	30/4/26	5/8/26	70	
13	Contract Award & PreStart - Housing	CEO	22/6/26	31/7/26	30	
14	HSP CEI - Final 30%	CEO	1/10/26	28/10/26	20	
15	Stage 1 Modular Build	MWS	1/8/26	5/1/27	112	
16	Stage 1 Occupancy	PEHO	6/1/27	31/3/27	61	
17	Stage 2 Modular Build	MWS	1/4/27	3/9/27	112	
18	Stage 2 Completion	PEHO	4/9/27	26/11/27	60	



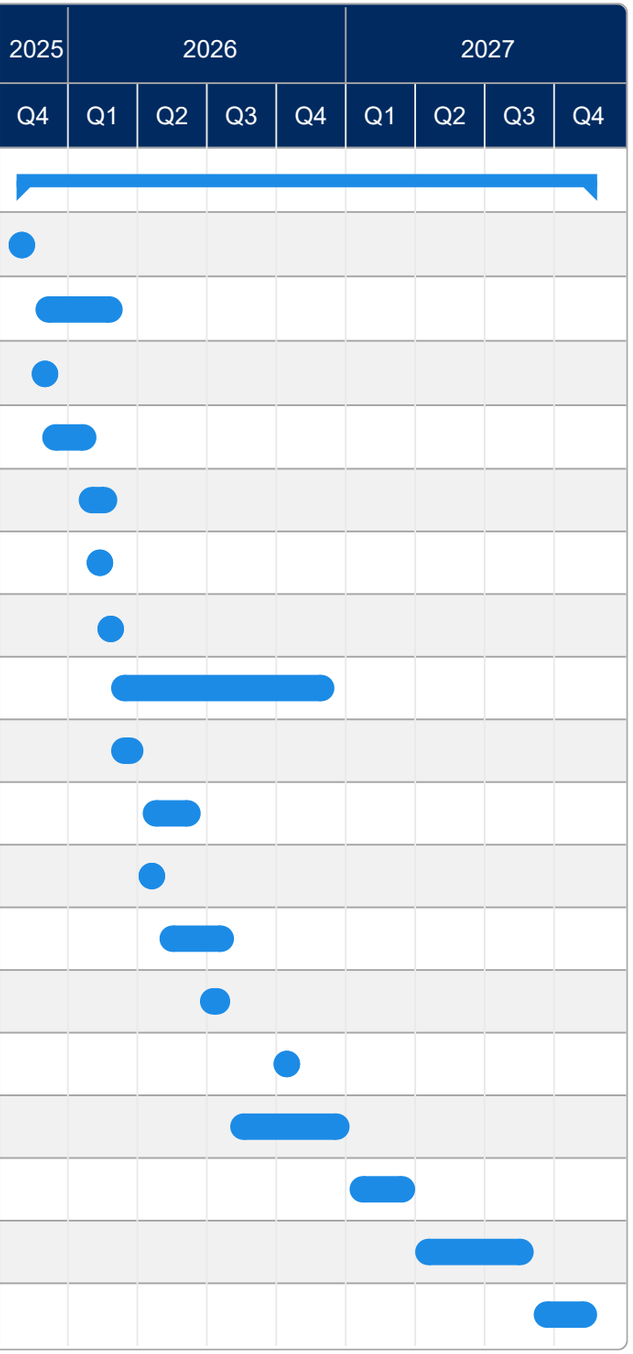
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Edmond Street Project Group



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	Task	Assigned To	Start	End	Dur	%
	Edmond Street Development		25/10/25	26/11/27	542	
1	HSP CEI Agreement - Signed & 70% Paid	CEO	25/10/25	7/11/25	10	
2	Preparatory Site Works	CEO CTP MWS	19/11/25	12/3/26	80	
3	Council Endorsement to Advertise MTUBP	CEO	27/11/25	28/11/25	1	
4	Public Notice MTUBP	CEO PA	28/11/25	6/2/26	50	
5	Advertise Scheme Amendment No. 4	CEO PA	15/1/26	5/3/26	36	
6	Review & Assess Submissions MTUBP	CEO	6/2/26	16/2/26	7	
7	Council Adoption MTUBP	CEO	25/2/26	25/2/26	1	
8	Site Construction - In-house	MWS DCEO	26/2/26	16/12/26	210	
9	Modular Financing - RHSP or Other	CEO	26/2/26	8/4/26	30	
10	RFQ Procurement - WALGA Panel	PEHO	8/4/26	22/6/26	54	
11	Review Scheme Amendment No. 4	CEO/Council	10/4/26	29/4/26	14	
12	Submit Scheme Amendment No.4	CEO/Minister	30/4/26	5/8/26	70	
13	Contract Award & PreStart - Housing	CEO	22/6/26	31/7/26	30	
14	HSP CEI - Final 30%	CEO	1/10/26	28/10/26	20	
15	Stage 1 Modular Build	MWS	1/8/26	5/1/27	112	
16	Stage 1 Occupancy	PEHO	6/1/27	31/3/27	61	
17	Stage 2 Modular Build	MWS	1/4/27	3/9/27	112	
18	Stage 2 Completion	PEHO	4/9/27	26/11/27	60	



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9.9 Proposed Amendment No.4 to Shire of Victoria Plains Local Planning Scheme No.5

File Reference	
Report Date	21 April 2026
Applicant/Proponent	Shire of Victoria Plains
Officer Disclosure of Interest	Nil
Previous Meeting Reference	Resolution No.2408-06 on 28 August 2024
Prepared by	Joe Douglas – Planning Officer
Senior Officer	Not applicable
Authorised by	Sean Fletcher – Chief Executive Officer
Attachments	Nil

PURPOSE

This report considers all submissions received during public advertising of proposed Amendment No.4 to the Shire of Victoria Plains Local Planning Scheme No.5 to modify the Scheme as follows including recommendations in respect of each submission and the scheme amendment proposal as a whole:

i) Change the residential density coding applicable to the 7,250m^2 portion of Lot 42 (No.52) Edmonds Street, Calingiri currently zoned 'Residential' from R12.5 to R20 and update the scheme map accordingly;

ii) Rezone the 8,476m^2 balance portion of Lot 42 (No. 52) Edmonds Street, Calingiri from 'Residential' to 'Special Use' with the designated purpose 'Caravan Park and Tourist and Visitor Accommodation';

iii) Amend the Scheme Text in various parts to account for new tourist accommodation use classes prescribed in the *Planning and Development (Local Planning Schemes) Amendment (Short-Term Rental Accommodation) Regulations 2024* including use class permissibility and land use definitions; and

iv) Amend the Scheme Text to address any administrative errors/correct item numbering as a result of the abovementioned modifications.

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BACKGROUND

At its Ordinary Meeting held on 28 August 2024 Council considered and unanimously resolved to initiate a standard amendment to the Shire of Victoria Plains Local Planning Scheme No.4 to facilitate the proposed development of:

i) ten (10) new residential lots on Lot 42 (No.52) Edmonds Street, Calingiri to accommodate the future anticipated demand for new housing in the Calingiri townsite; and

ii) a new caravan park and tourist development (i.e. holiday cabins) on Lot 42 to replace the existing caravan park which is constrained due to its limited size and location in the centre of the Calingiri townsite.

Following completion of the required scheme amendment documentation, including the required bushfire planning assessment, the proposal was referred to the Environmental Protection Authority (EPA) for review in accordance with the specific requirements of section 81 of the *Planning and Development Act 2005.*

On 16 September 2025 the EPA determined and subsequently advised the scheme amendment proposal is unlikely to have a significant effect on the natural environment and does not warrant formal assessment under Part IV of the *Environmental Protection Act 1986* (see Attachment 1).

In accordance with the procedural requirements of section 83A of the *Planning and Development Act 2005* the scheme amendment proposal was then referred to the Western Australian Planning Commission requesting the Minister for Planning's approval to commence public advertising.

On 15 January 2026 the Department of Planning, Lands and Heritage provided written confirmation of the Minister for Planning's approval to advertise the scheme amendment for public comment pursuant to the specific requirements of section 84 of the *Planning and Development Act 2005* subject to a number of minor modifications to the scheme amendment documentation. A final copy of the modified scheme amendment document that was advertised for public comment is provided in Attachment 2.

The scheme amendment was subsequently advertised for public comment for the minimum required period of forty two (42) days which included:

i) publication of a notice in a local newspaper circulating throughout the Shire's municipal district (i.e. The West Australian) as well as the Shire's newsletter and Facebook page;

ii) public display of the advertising notice and scheme amendment documentation at the Shire administration centre;

iii) correspondence to all immediately adjoining and other nearby landowners;

iv) correspondence to a number of public authorities considered likely to have an interest in the proposed amendment; and

v) publication of the advertising notice and scheme amendment documentation on the Shire's website.

At the conclusion of the public advertising on Friday 3 April 2026 a total of two (2) submissions had been received by the Shire, both of which were from State government agencies (see Attachment 3). A summary of the submissions received and a recommendation in respect of each is provided in Attachment 4. It is significant to note no objections were raised.

Under the terms of regulation 50 of the *Planning and Development (Local Planning Schemes) Regulations 2015* Council is now required to consider all submissions received and determine whether to:

a) support the amendment without modification; or

b) support the amendment with proposed modifications to address any issues raised in the submissions; or

c) not support the amendment.

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COMMENT

Having regard for:

a) the scheme amendment proposal's general consistency with the aims and objectives of the State, regional and local planning frameworks as they apply specifically to the development of new housing and tourist accommodation facilities to accommodate future anticipated demand;

b) the need for additional suitably zoned land in the Calingiri townsite to accommodate future demand for residential development given the current limited supply of vacant lots and limited opportunity for infill development;

c) the ability to develop and use the subject land for residential and short term tourist accommodation purposes in accordance with all regulatory requirements and standards with minimal potential impacts;

d) the potential local economic and community benefits; and

e) the outcomes from public advertising, including agency referrals, during which no objections were raised,

it is concluded the proposal is well founded, has considerable merit and is therefore worthy of Council's final approval/endorsement. As such it is recommended Council support the scheme amendment without modification and refer it to the Western Australian Planning Commission for review, assessment and final determination by the Minister for Planning.

Council should note the proposal will be subject to further detailed assessment at State government level with significant scope for further discussion and negotiation with the Shire if required. For now however Council is required to follow due process regarding final adoption of the scheme amendment to enable it to be formally referred to the Western Australian Planning Commission for further consideration and final determination by the Minister for Planning. The recommendation provided in this report enables the proposal to proceed to the final stage of the scheme amendment process without delay.

If the Minister for Planning ultimately approves the proposed amendment a formal subdivision application may then be prepared by the Shire and submitted to the Western Australian Planning Commission for consideration and final determination.

CONSULTATION

Consultation was undertaken in accordance with the procedural requirements of the *Planning and Development (Local Planning Schemes) Regulations 2015* as they apply specifically to standard amendments to local planning schemes, the outcomes from which are documented above and in Attachment 4 (i.e. Schedule of Submissions).

STATUTORY CONTEXT

- Environmental Protection Act 1986
- Planning and Development Act 2005
- Planning and Development (Local Planning Schemes) Regulations 2015
- Shire of Victoria Plains Local Planning Scheme No.5

CORPORATE CONTEXT

The scheme amendment proposal for Lot 42 is consistent with the Shire's Local Planning Strategy for the following reasons:

i) It will reinforce the Calingiri townsite's role as a main urban centre in the Shire;

ii) It is clearly identified in the Strategy as a preferred location for future residential development to accommodate future need and demand;

iii) It will help to increase current residential density in the Calingiri townsite to capitalise on existing infrastructure;

iv) It will provide a greater choice of lot sizes and housing types to suit the needs of the local community;

v) It will be served by an internal local road system that permits access to lots independent of main roads and highways;

vi) It will help to create a local neighbourhood with community identity and high levels of safety, accessibility and amenity; and

vii) It will help to attract and retain key workers and encourage greater visitation by tourists; and

viii) It will help to stimulate and sustain local economic development and growth.

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The proposal is also consistent with the following elements of the Shire's Integrated Strategic Plan 2022-2032:

COMMUNITY	
STRATEGIC PRIORITIES	**WE KNOW WHEN WE ARE SUCCEEDING WHEN**
1.3 Recreational, social and heritage spaces are safe and are activated.	Sport and recreation facilities are planned, maintained and developed in a coordinated manner, aligned with community need

ECONOMY	
STRATEGIC PRIORITIES	**WE KNOW WHEN WE ARE SUCCEEDING WHEN**
2.1 We understand traditional and emerging industries across the Shire.	- Townsite amenities are welcoming and attractive. - Our population increases. - We can attract and retain staff because we maintain and increase our housing stock. - We forward plan for emerging industries
2.3 Visitors have a positive experience across our communities.	- Our parks and community spaces are green, tidy and accessible. - Caravan Parks are attractive, expanded and well utilised.

CIVIC LEADERSHIP	
STRATEGIC PRIORITIES	**WE KNOW WHEN WE ARE SUCCEEDING WHEN**
4.1 Forward planning and implementation of plans to achieve community priorities.	Demonstrated progress towards achievement of the Corporate Business Plan.
4.2 Shire communication is regular, clear and transparent.	Council and Staff work closely with the community to successfully achieve projects or outcomes that deliver upon priorities.

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Delegation

Nil

Policy Implications

Nil

Other Corporate Document

Nil

Risk Analysis

The risks associated with the scheme amendment proposal are considered to be low given the comprehensive process that must be followed pursuant to the specific requirements of the *Planning and Development Act 2005* and associated regulations in order to obtain the necessary approval.

FINANCIAL IMPLICATIONS

All administrative costs associated with progressing the scheme amendment proposal are provided for in Council's annual budget and will be offset by funding that has been made available to the Shire by the Commonwealth government under its Housing Support Program.

VOTING REQUIREMENTS

Simple Majority

Officer Recommendation

That Council **RESOLVE** to:

1. **ACKNOWLEDGE** receipt of and determine each submission received in respect of Amendment No.4 to the Shire of Victoria Plains Local Planning Scheme No.5 during public advertising in accordance with the recommendations contained in the Schedule of Submissions provided in Attachment 4 to this report;
2. **SUPPORT** Amendment No.4 to the Shire of Victoria Plains Local Planning Scheme No.5 as proposed without modification; and
3. **AUTHORISE** the Shire Administration to refer Amendment No.4 to the Shire of Victoria Plains Local Planning Scheme No.5 to the Western Australian Planning Commission confirming Council's resolution and requesting the Honourable Minister for Planning's favourable consideration and final approval, including final endorsement of the scheme amendment documentation by affixing the Shire's common seal and authorising the Shire President and Chief Executive Officer to sign the documentation accordingly.

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GOVERNMENT OF WESTERN AUSTRALIA

Environmental Protection Authority

Chief Executive Officer
Shire of Victoria Plains
28 Cavell Street
CALINGIRI WA 6559

Our Ref: *APP-0030796*
Enquiries: *Grace Fereday, 6364 7421*
Email: *grace.fereday@dwer.wa.gov.au*

Dear Sean Fletcher

DECISION UNDER SECTION 48A(1)(a)
Environmental Protection Act 1986

SCHEME	**Shire of Victoria Plains Local Planning Scheme No.5 Amendment No.4**
LOCATION	**Lot 42 (No.52) Edmonds Street, Calingiri**
RESPONSIBLE AUTHORITY	**Shire of Victoria Plains**
DECISION	**Referral Examined, Preliminary Investigations and Inquiries Conducted. Scheme Amendment Not to be Assessed Under Part IV of the EP Act. No Advice Given (Not Appealable)**

Thank you for referring the above scheme to the Environmental Protection Authority (EPA).

After consideration of the information provided by you, the EPA considers that the proposed scheme should not be assessed under Part IV Division 3 of the *Environmental Protection Act 1986* (EP Act).

Please note the following:

- The protection measures to be implemented as outlined in the EPA's determination (attached).
- For the purposes of Part IV of the EP Act, the scheme is defined as an assessed scheme. In relation to the implementation of the scheme, please note the requirements of Part IV Division 4 of the EP Act.
- There is no appeal right in respect of the EPA's decision to not assess the scheme.

A copy of the EPA's Determination is attached and will be made available to the public via the EPA website.

Yours sincerely

Darren Walsh
Chair of the Environmental Protection Authority

16 September 2025

Encl. EPA Determination

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GOVERNMENT OF WESTERN AUSTRALIA

Environmental Protection Authority

s.48A Referrals

Title:	Shire of Victoria Plains Local Planning Scheme 5 Amendment 4
Location:	Lot 42 (No.52) Edmonds Street, Calingiri
Description:	The amendment proposes to rezone 52 Edmonds Street, Calingiri from 'Residential R12.5' to 'Residential R20' in the south and 'Special Use' with the designated purpose 'Caravan Park and Tourist Development' in the north.
Ref ID:	APP-0030796
Date Received:	26/08/2025 **Date Sufficient Information Received:** 26/08/2025
Responsible Authority:	Shire of Victoria Plains
Contact:	Sean Fletcher, CEO Shire of Victoria Plains
Preliminary Environmental Factors:	Flora and vegetation and Terrestrial fauna
Potential Significant Effects:	Implementation of the amendment may result in clearing of scattered mature trees that may provide habitat for species of black cockatoo.
Protection:	The Environmental Protection Authority (EPA) notes that potential impacts to above environmental values associated with implementation of the amendment are unlikely to be significant. Potential impacts can be managed through existing scheme text. The EPA recommends future development of the amendment area should consider retention of potential black cockatoo habitat trees.
Determination:	**Referral Examined, Preliminary Investigations and Inquiries Conducted. Scheme Amendment Not to be Assessed under Part IV of the EP Act. No Advice Given. (Not Appealable).**

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The EPA has carried out some investigations and inquiries before deciding not to assess this scheme. In deciding not to formally assess schemes, the EPA has determined that no further assessment is required by the EPA.

This Determination is not appealable.

Chair's Initials:

Date: 16~~X~~ September 2025

ATTACHMENT 2

SHIRE OF VICTORIA PLAINS

LOCAL PLANNING SCHEME NO.5

AMENDMENT NO.4

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PROPOSAL TO AMEND A LOCAL PLANNING SCHEME

1. LOCAL AUTHORITY: Shire of Victoria Plains

2. DESCRIPTION OF LOCAL PLANNING SCHEME: Local Planning Scheme No.5

3. TYPE OF SCHEME: District Zoning Scheme

4. SERIAL NUMBER OF AMENDMENT: No.4

5. AMENDMENT TYPE:

The Amendment is **Standard** under the provisions of the *Planning and Development (Local Planning Schemes) Regulations 2015* for the following reasons:

i) The amendment would have minimal impact on land in the Scheme area that is not the subject of the amendment; and

ii) The amendment would not result in any significant environmental, social, economic or governance impacts in the Scheme area.

6. PROPOSAL:

Amend the Shire of Victoria Plains Local Planning Scheme No.5 as follows:

a) Change the current density coding applicable to a 7,250m^2 'Residential' zoned portion of Lot 42 (No.52) Edmonds Street, Calingiri from R12.5 to R20 by amending the relevant Scheme Map accordingly; and

b) Rezoning the 8,476m^2 balance portion of Lot 42 (No.52) Edmonds Street, Calingiri from 'Residential' to 'Special Use' with the designated purpose 'Caravan Park and Tourist and Visitor Accommodation' by amending the table in clause 21 of the Scheme Text and the relevant Scheme Map accordingly.

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PLANNING AND DEVELOPMENT ACT 2005

RESOLUTION TO PREPARE AMENDMENT TO LOCAL PLANNING SCHEME

SHIRE OF VICTORIA PLAINS LOCAL PLANNING SCHEME NO.5

AMENDMENT NO.4

RESOLVED that the local government pursuant to Section 75 of the *Planning and Development Act 2005* (as amended), amend the Shire of Victoria Plains Local Planning Scheme No.5 as follows:

a) Change the current density coding applicable to a 7,250m^2 'Residential' zoned portion of Lot 42 (No.52) Edmonds Street, Calingiri from R12.5 to R20 by amending the relevant Scheme Map accordingly; and

b) Rezone the 8,476m^2 balance portion of Lot 42 (No.52) Edmonds Street, Calingiri from 'Residential' to 'Special Use' with the designated purpose 'Caravan Park and Tourist and Visitor Accommodation' by amending the table in clause 21 of the Scheme Text and the relevant Scheme Map accordingly.

The Amendment is 'standard' under the provisions of the *Planning and Development (Local Planning Schemes) Regulations 2015* for the following reason(s):

a) The amendment would have minimal impact on land in the Scheme area that is not the subject of the amendment; and

b) The amendment would not result in any significant environmental, social, economic or governance impacts on land in the Scheme area.

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.....
Sean Fletcher
CHIEF EXECUTIVE OFFICER
Dated this 28th day of August 2024

Note: Under section 83A(2)(b) of the Planning and Development Act 2005 the Minister required modifications to be made to the proposed amendment prior to the amendment being advertised as detailed over the page.

SECTION 83A CHANGES REQUESTED BY MINISTER

Under section 83A(2)(b) of the *Planning and Development Act 2005,* the Minister required the following modifications to be made to the proposed amendment prior to the amendment being advertised:

1. Replace point a) of the amendment with the following:

Change the residential density coding applicable to 7,250m^2 portion of Lot 42 (No. 52) Edmonds Street, Calingiri, currently zoned 'Residential' from R12.5 to R20 and update the scheme map accordingly;

2. Replace point b) of the amendment with the following:

Rezone the 8,476m^2 balance portion of Lot 42 (No. 52) Edmonds Street, Calingiri from 'Residential' to 'Special Use' with the designated purpose 'Caravan Park and Tourist and Visitor Accommodation' by amending the scheme map accordingly and updating the Special use zones table in clause 21 as below –

No.	Description of Land	Special use	Conditions
2	Lot 42 on Plan 158777 being No. 52 Edmonds Street, Calingiri.	Caravan Park and Tourist and Visitor Accommodation	Requires Development Approval.

3. In clause 17 – Zoning Table, deleting the following use classes:

   a. Bed and Breakfast;

   b. Motel; and

   c. Tourist development

4. In clause 17 – Zoning Table, inserting in alphabetical order the following use classes:

Use Classes	Residential	Commercial	Service Industry	Industry	Townsite	Rural Residential	Rural
Hosted short-term rental accommodation	P	P	X	X	P	P	P
Tourist and visitor accommodation	X	D	X	X	D	X	A
Unhosted short-term rental accommodation	A	D	X	X	D	D	D

5. In clause 28 – Development Table, delete the following use class:

   a. Motel

6. In Clause 52 – Terms Used, deleting the following definitions:

   a. Cabin;

   b. Chalet; and

   c. Short-term accommodation.

7. In Clause 52 – Terms Used, inserting in alphabetical order the following definitions:

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Land use	Definition
cabin	means a building that — (a) is an individual unit other than a chalet; and (b) forms part of — (i) tourist and visitor accommodation; or (ii) a caravan park; and (c) if the unit forms part of a caravan park — is used to provide accommodation for persons, on a commercial basis, with no individual person accommodated for a period or periods exceeding a total of 3 months in any 12-month period.
chalet	means a building that — (a) is a self-contained unit that includes cooking facilities, bathroom facilities and separate living and sleeping areas; and (b) forms part of — (i) tourist and visitor accommodation; or (ii) a caravan park; and (c) if the unit forms part of a caravan park — is used to provide accommodation for persons, on a commercial basis, with no individual person accommodated for a period or periods exceeding a total of 3 months in any 12-month period.

8. In clause 38 – Land Use Terms Used, deleting the following definitions:

   a. bed and breakfast;

   b. motel; and

   c. tourist development.

9. In clause 38 – Land Use Terms Used, inserting in alphabetical order the following definitions:

Land use	Definition
caravan park	means premises that are a caravan park as defined in the *Caravan Parks and Camping Grounds Act 1995* section 5(1).
tourist and visitor accommodation	(a) means a building, or a group of buildings forming a complex, that — (i) is wholly managed by a single person or body; and (ii) is used to provide accommodation for guests, on a commercial basis, with no individual guest accommodated for a period or periods exceeding a total of 3 months in any 12-month period; and (iii) may include on-site services and facilities for use by guests; and

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	(iv) in the case of a single building — contains more than 1 separate accommodation unit or is capable of accommodating more than 12 people per night; and (b) includes a building, or complex of buildings, meeting the criteria in paragraph (a) that is used for self-contained serviced apartments that are regularly serviced or cleaned during the period of a guest's stay by the owner or manager of the apartment or an agent of the owner or manager; but (c) does not include any of the following — (i) an aged care facility as defined in the *Land Tax Assessment Act 2002* section 38A(1); (ii) a caravan park; (iii) hosted short-term rental accommodation; (iv) a lodging-house as defined in the Health *(Miscellaneous Provisions) Act 1911* section 3(1); (v) a park home park; (vi) a retirement village as defined in the *Retirement Villages Act 1992* section 3(1); (vii) a road house; (viii) workforce accommodation.

10. Modify the amendment to address any administrative errors/correct item numbering as a result of these modifications.

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SCHEME AMENDMENT REPORT

INTRODUCTION & BACKGROUND

The Shire of Victoria Plains is proposing to amend Local Planning Scheme No.5 by:

i) changing the current density coding applicable to a 7,250m^2 'Residential' zoned portion of Lot 42 (No.52) Edmonds Street, Calingiri from R12.5 to R20 to allow this portion of the property to be subdivided and developed for residential purposes at a slightly higher density to maximise lot yield; and

ii) rezoning the 8,476m^2 balance portion of the abovementioned property from 'Residential' to 'Special Use' with the designated purpose 'Caravan Park and Tourist and Visitor Accommodation' to allow this portion of the land to be developed to accommodate a new caravan park.

The following report provides a detailed description of the subject land and its immediate surrounds, as well as the planning rationale and justifications for the scheme amendment proposal. A series of maps and plans are also provided for illustrative purposes.

LAND DESCRIPTION & OWNERSHIP

The land subject to this proposed amendment is legally described as Lot 42 on Deposited Plan 158777 being No.52 Edmonds Street, Calingiri.

Lot 42 is owned in fee simple (i.e. freehold tenure) by the Shire of Victoria Plains.

A copy of the land's Certificate of Title and Deposited Plan is provided in Appendix 1.

LOCATION, PHYSICAL CHARACTERISTICS & CURRENT LAND USE

Lot 42 is located centrally in the northern part of the Calingiri townsite and comprises a total area of approximately 1.5726 hectares (see Appendix 2 - Plans 1 to 5).

The subject land is gently sloping from north-east to south-west with the natural ground level ranging from approximately 263 metres AHD along its north-eastern boundary to 256 metres AHD along its south-western boundary.

The property has been extensively cleared throughout its entire area aside from a few large, isolated trees in various locations that are not identified in any public sector databases as being of regional environmental significance.

The property has not previously been developed for any specific purpose/s and does not therefore contain any built form improvements.

The property has direct frontage and access to Lambert Crescent along its eastern boundary which is a sealed and drained local road under the care, control and management of the Shire. It also has direct frontage and access to Edmonds Street along its western boundary which is a partially sealed and drained local road under the care, control and management of the Shire.

Due to its location within the Calingiri townsite the subject land has convenient access to a comprehensive range of key essential service infrastructure including electricity, reticulated water and sewerage, telecommunications and stormwater drainage.

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The property is not identified on any public sector databases as being environmentally significant, contaminated, or within any designated public drinking water source or ground water protection areas. Furthermore the property has not been designated by the Department of Water and Environmental Regulation as being flood prone and does not contain any buildings or places of Aboriginal or European cultural heritage significance.

The property has been designated by the Fire and Emergency Services Commissioner as being bushfire prone however it is understood from discussion with the Department of Fire and Emergency Services that it is currently reviewing the Map of Bushfire Prone Areas and is proposing to remove this designation over the property in its entirety. Notwithstanding this fact, a Bushfire Attack Level (BAL) assessment has been prepared by a suitably accredited bushfire planning practitioner, the specific details of which are provided in a following section of this report and an associated appendix.

Existing immediately adjoining and other nearby land uses are broadly described as follows:

- North – Low density residential development with sports and recreation grounds and extensive agriculture (i.e. cropping and grazing) beyond;
- South – The Edmonds Street road reserve with community recreation facilities, the Calingiri golf course and low density residential development beyond;
- East – The Lambert Crescent road reserve with low density residential development beyond; and
- West – The Calingiri golf course with the Bindi Bindi – Toodyay Road road reserve and an operational railway reserve beyond.

SCHEME AMENDMENT PROPOSAL

The Shire of Victoria Plains, in its capacity as the landowner, is proposing to develop the southern 7,250m^2 portion of Lot 42 to accommodate current and future anticipated demand for vacant residential zoned land and new housing in the Calingiri townsite, the supply of which is currently limited and constraining opportunities for future development and growth.

It is significant to note the Shire has successfully obtained grant funding assistance from the Commonwealth government under its Housing Support Program to progress the residential component of the project including all required regulatory approvals.

The Shire is also planning to develop a new larger, more contemporary and efficient caravan park on the northern portion of Lot 42 to replace its existing caravan park in the town centre area which is limited in size and unable to accommodate current and future anticipated demand from tourists and transient workers.

All of the land comprising Lot 42 is currently classified 'Residential' zone in the Shire of Victoria Plains Local Planning Scheme No.5 with a density coding of R12.5. Council has resolved to amend the current density coding applicable to the land to allow the southern 7,250m^2 portion of the property to be developed for residential purposes at a density of R20 to help maximise the potential lot and dwellings yields to accommodate future anticipated demand for new housing.

Council has also resolved to rezone the 8,476m^2 balance portion of Lot 42 from 'Residential' to 'Special Use' with the designated purpose 'Caravan Park and Tourist and Visitor Accommodation' to allow this portion of the land to be developed to accommodate a new, more contemporary caravan park to replace the Shire's existing caravan park in the town centre area.

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PLANNING FRAMEWORK CONSIDERATIONS & JUSTIFICATIONS

The following elements of the State and Shire's planning frameworks are of relevance to the future proposed development and use of the subject land for residential and tourism purposes. Written justification in the context of each are provided to assist consideration of the scheme amendment proposal.

- **State Planning Strategy 2050**
  The *State Planning Strategy 2050* is the lead strategic planning document within Government. It provides the context and basis for the integration and coordination of land use planning and development across State, regional and local jurisdictions and contains a set of planning principles, strategic goals and objectives that can be used as a basis to find synergies between competing, complex and often inter-related issues.

  The proposal for Lot 42 is consistent with this Strategy for the following reasons:

  i) It will ensure a suitable and affordable supply of suitably zoned residential land is made available to cater for future anticipated demand for housing and help support future economic development and growth in the district;
  ii) It will create opportunity for the development of additional housing at a higher density in an appropriate location in the Calingiri townsite;
  iii) It will assist the Shire capitalise on its competitive advantage in terms of the unique tourism experiences it affords, help build the Shire's identity and create a greater sense of place;
  iv) It will allow for future development on the urban fringe of the Calingiri townsite that will not adversely affect the amenity of the immediate locality, constrain any existing established land uses or have any negative impacts on the health, well-being and safety of future residents and the local community more generally;
  v) It will capitalise on the existing established road network and not compromise the efficiency of existing vehicle movement networks;
  vi) It is capable of being served by all required essential service infrastructure; and
  vii) It will not have any negative impacts on the natural environment and resources.

- **Wheatbelt Regional Planning and Infrastructure Framework 2015**
  The *Wheatbelt Regional Planning and Infrastructure Framework 2015* defines a strategic direction for the future development of the Wheatbelt Region over the next 20 years. It addresses the scale and distribution of population growth, opportunities for economic development and associated infrastructure priorities in the region. It aims to ensure that social, economic and environmental change will benefit residents and enhance the region's character and natural resources. The Framework also addresses land use planning responses to future growth and development pressures in the region.

  The proposal for Lot 42 is consistent with the Framework for the following reasons:

  i) It will help to attract, retain and diversify the local population;
  ii) It will ensure there is an adequate supply of land available to cater for the future housing needs of the local community;
  iii) It will provide for the productive use of under-utilised local government owned land to accommodate the future growth of the Calingiri townsite;

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iv) It will provide an opportunity to diversify the existing housing stock, including affordable housing options;

v) It will provide opportunity for additional accommodation to cater for seasonal or project-related workforces and tourists;

vi) It will support existing local businesses and attract new business enterprises that help diversify the local and State economies, drive innovation and create employment; and

vii) It will not compromise environmental and landscape values that support the social, cultural and economic development of the region.

- **Shire of Victoria Plains Strategic Plans**

The Shire of Victoria Plans has prepared a number of strategic plans that contain objectives and prioritised strategies and actions to guide development in the Shire over the next decade to achieve the community's long-term visions and aspirations.

Key strategic plans of relevance to the proposal for Lot 42 include:

- *Shire of Victoria Plains Integrated Strategic Plan 2022-2032;*
- *Shire of Victoria Plains Economic Development Strategy 2024-2029;*
- *Shire of Victoria Plains Workforce Plan 2022/23 – 2025/26*; and
- *Shire of Victoria Plains Sport and Recreation Master Plan 2024*.

The proposal for Lot 42 is consistent with the Shire's strategic planning framework for the following reasons:

i) It will provide opportunity to increase housing stock and accommodate future population growth;

ii) It will support the development and growth of new and existing businesses and industries by providing a range of accommodation options to attract and retain skilled workers;

iii) It will allow for the development of a new, more contemporary caravan park to accommodate seasonal or project-related workforces and attract tourists; and

iv) It will ensure development is undertaken in a suitable location that has minimal impact on the natural environment and resources.

- **Shire of Victoria Plains Local Planning Strategy 2012**

The *Shire of Victoria Plains Local Planning Strategy 2012* is a non-statutory, strategic planning tool that sets out the local government's general aims, objectives and intentions for long term development and growth within its municipal district.

The proposal for Lot 42 is consistent with the Shire's Local Planning Strategy for the following reasons:

i) It will reinforce the Calingiri townsite's role as a main urban centre in the Shire;

ii) It is clearly identified in the Strategy as a preferred location for future residential development to accommodate future need and demand;

iii) It will help to increase current residential density in the Calingiri townsite to capitalise on existing infrastructure;

iv) It will provide a greater choice of lot sizes and housing types to suit the needs of the local community;

v) It will be served by an internal local road system that permits access to lots independent of main roads and highways;

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vi) It will help to create a local neighbourhood with community identity and high levels of safety, accessibility and amenity; and

vii) It will help to attract and retain key workers and encourage greater visitation by tourists; and

viii) It will help to stimulate and sustain local economic development and growth.

Whilst the Shire's proposal to rezone a 8,476m^2 portion of Lot 42 from 'Residential' to 'Special Use' with the designated purpose 'Caravan Park and Tourist and Visitor Accommodation' is not entirely consistent with the Strategy from a locational perspective, it is consistent with the Shire's strategic planning framework and will facilitate the development of a new, more contemporary caravan park to replace the Shire's existing caravan park in the town centre area which is limited in area and highly constrained in terms of its current capacity and future expansion opportunities. It is understood this inconsistency does not constrain or fetter the Hon. Minister for Planning's ability to approve the scheme amendment proposal, particularly in light of the fact the Strategy is non-statutory in nature.

- **State Planning Policy 3.0 - Urban Growth and Settlement**

  State Planning Policy 3.0 entitled *Urban Growth and Settlement* sets out the principles and considerations that apply to planning for urban growth and settlement in Western Australia. The policy seeks to:

  - promote a sustainable and well planned pattern of settlement across the State, with sufficient and suitable land to provide for a wide variety of housing, employment, recreation facilities and open space;
  - build on existing communities with established local and regional economies;
  - manage the growth and development of urban areas in response to the social and economic needs of the community and in recognition of relevant climatic, environmental, heritage and community values and constraints;
  - promote the development of a sustainable and liveable neighbourhood form; and
  - coordinate new development with the efficient, economic and timely provision of infrastructure and services.

  The proposal for Lot 42 is consistent with State Planning Policy 3.0 for the following reasons:

  i) It will contribute to the sustainable and well-planned future growth of the Calingiri townsite with sufficient and suitable land for new housing and tourism development in close proximity to a wide range of existing community services and facilities;

  ii) It will meet the social and economic needs of the community, while recognising relevant climatic, environmental and community values and constraints;

  iii) It will promote the development of a liveable neighbourhood form which provides choice and affordability of housing and contributes to an identifiable sense of place for the local community;

  iv) It is a logical extension to existing urban development in the Calingiri townsite and is capable of being developed efficiently and cost effectively due its location in close proximity to a wide range of key essential service infrastructure; and

  v) It will provide for the efficient use of land in an existing urban area through the use of vacant and under-utilised land which will be developed at a higher density without detriment to neighbourhood character and heritage values.

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- **State Planning Policy 3.7 - Bushfire**
  State Planning Policy 3.7 entitled *Bushfire* establishes a framework to help achieve acceptable bushfire protection outcomes for new development in designated bushfire prone area throughout the State to mitigate risk and increase community resilience to bushfires.
  As previously mentioned Lot 42 has been designated by the Fire and Emergency Services Commissioner as being bushfire prone. Despite the Department of Fire and Emergency Services' stated intention to review the Map of Bushfire Prone Areas and remove this designation over the property in its entirety, a Bushfire Attack Level (BAL) assessment has been prepared by a suitably accredited bushfire planning practitioner in accordance with the latest Planning for Bushfire Guidelines to determine and confirm the potential bushfire hazard risk rating (see Appendix 3).

  Whilst the BAL assessment confirms the pre-development bushfire hazard risk rating is BAL-FZ, it concludes the proposed development, once completed, will achieve a bushfire hazard risk rating of BAL-Low which negates the need for any bushfire mitigation and management measures.

- **Residential Design Codes (Volume 1)**
  The *Residential Design Codes (Volume 1)* (i.e. the 'R-Codes') provides a comprehensive basis for the control of residential development throughout Western Australia.

  The R-Codes are applied to all applications for subdivision and development for residential purposes and provide details of minimum and average lot sizes per dwelling for any given density coding, minimum street and boundary setbacks, minimum lot frontages, vehicle access , parking, open space and outdoor living requirements, as well as measures to ensure privacy, protection of local streetscapes and minimise excessive overshadowing.

  The proposal for Lot 42 has been formulated with due regard for the standards and requirements of the R-Codes, including those applicable to the land's proposed R20 density coding which will allow for the creation of ten (10) new residential lots comprising an average area greater than the 450m^2 per dwelling unit as required by the R-Codes (see Appendix 4 – Preliminary Concept Plan).

  Given the R-Codes are incorporated by reference in Part 4 of Local Planning Scheme No.5 and form part of the Scheme, due consideration must and will be given to all relevant standards and requirements when the land is subdivided and developed for residential purposes at the R20 density coding as proposed.

  It should be noted no exclusions or variations to the Residential Design Codes for incorporation in Part 4 of Local Planning Scheme No.5 are proposed by this amendment.

- **Government Sewerage Policy**
  The *Government Sewerage Policy* establishes the Western Australian Government's position on the provision of sewerage services through the planning and development of land.

  Broadly, the policy requires reticulated sewerage to be provided during the subdivision and development of land. Where reticulated sewerage disposal infrastructure is not available it adopts a best practice approach to the provision of on-site sewage treatment and disposal in accordance with *Australian/New Zealand Standard 1547 On-site domestic wastewater management*.

  Part 4 of Local Planning Scheme No.5 supports the *Government Sewerage Policy* by requiring all residential development with a density exceeding R10 to be connected to reticulated sewerage

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disposal infrastructure unless the local government is satisfied that an alternative sewerage disposal system can be installed and managed or is otherwise in accordance with the provisions of the *Government Sewerage Policy*.

Given Lot 42 is located in close proximity to existing reticulated sewerage disposal infrastructure in the Calingiri townsite, all future subdivision of the land for residential, caravan park and tourist development purposes will be designed to ensure all lots are connected to this infrastructure. As such the proposal to recode, rezone and develop the land for these purposes is consistent with the requirements of the *Government Sewerage Policy*.

It should also be noted a recent investigation of the existing reticulated sewerage disposal system in the Calingiri townsite by River Engineering Pty Ltd has confirmed it has sufficient capacity to accommodate the future proposed development and use of Lot 42 for the intended purposes (see Appendix 5).

- **WAPC Development Control & Operational Policies**
  The following development control and operational polices published by the Western Australian Planning Commission are of relevance to the future proposed subdivision of Lot 42:

  1.1 – *Subdivision of Land – General Principles*;

  1.7 – *General Road Planning*;

  2.2 – *Residential Subdivision*;

  2.3 – *Public Open Space in Residential Areas;* and

  2.6 – *Residential Road Planning.*

  The Shire will have due regard for the requirements of these policies when formulating a subdivision application for the subject land for formal consideration and determination by the Western Australian Planning Commission at the appropriate point in the statutory approval process.

- **Planning for Tourism and Short-Term Rental Accommodation**
  <u>*WAPC Position Statement: Planning for Tourism and Short-term Rental Accommodation*</u>

  The WAPC's Position Statement entitled *Planning for Tourism and Short-Term Rental Accommodation* has been prepared to guide the appropriate location and management of tourism and short- term rental accommodation land uses, facilitate acceptable development of new and evolving tourism opportunities, provide a high-level of amenity in tourism areas, and deliver quality land use planning outcomes.

  The Position Statement seeks to ensure that new and proposed caravan park sites are zoned to facilitate long-term security for continued use, preferably through a Tourism or Special Use/ Special Use – Caravan Park zone, while providing for a range of appropriate incidental uses and tourism accommodation types.

  Given the Shire is proposing to rezone a 8,476m^2 portion of Lot 42 from 'Residential' to 'Special Use' with the designated purpose 'Caravan Park and Tourist and Visitor Accommodation' to allow this portion of the land to be developed to accommodate a new caravan park and associated short stay accommodation (i.e. chalets), it is contended the proposal is consistent with the requirements of this Position Statement.

  Short-term Rental Accommodation regulation changes

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The State Government has recently made changes to the model and deemed provisions contained in the *Planning and Development (Local Planning Schemes) Regulations 2015* (Regulations). These changes relate to a range of short-term and tourist/visitor accommodation uses.

As the proposed scheme amendment involves tourist and visitor accommodation and given that *Local Planning Scheme No. 5* includes use classes and definitions that have been revised as part of the STRA reform, this amendment seeks to incorporate the relevant STRA provisions to align and maintain consistency with current planning framework.

- **Shire of Victoria Plains Local Planning Scheme No.5**
  The *Shire of Victoria Plains Local Planning Scheme No.5* articulates the local government's planning aims and intentions for its municipal district, sets aside land as reserves for public purposes, zones land for the purposes defined in the Scheme, controls and guides land use and development, sets out procedures for the assessment and determination of development applications, makes provision for the administration and enforcement of the Scheme and addresses other matters contained in Schedule 7 of the *Planning and Development Act 2005.*

  The stated objectives in Part 3 of Local Planning Scheme No.5 for all land classified 'Residential' zone are as follows:
  - *To provide for a range of housing and a choice of residential densities to meet the needs of the community;*
  - *To facilitate and encourage high quality design, built form and streetscapes throughout residential areas; and*
  - *To provide for a range of non-residential uses, which are compatible with and complementary to residential development.*

  The proposed subdivision and development of the 7,250m^2 'Residential' zoned portion of Lot 42 at the higher density proposed by this amendment represents a logical extension to existing residential development in the Calingiri townsite, is capable of being developed in a manner consistent with the abovementioned Scheme objectives and all other relevant standards and requirements.

  It is also contended the proposal to rezone, subdivide and develop the 8,476m^2 portion of Lot 42 for caravan park and tourist development purposes is compatible with and complementary to all existing and proposed residential development in this part of the Calingiri townsite and will not compromise the existing character and amenity of the immediate locality or give rise to any serious land use conflicts.

CONCLUSION

In light of the above information and justifications it is concluded the proposed scheme amendment is consistent with the aims and objectives of the State and Shire's planning frameworks and will be of significant benefit to the future development and growth of the Calingiri townsite and the local community. As such, the Shire of Victoria Plains is now seeking the necessary approvals from the Environmental Protection Authority, the Western Australian Planning Commission and the Hon. Minister for Planning to amend Local Planning Scheme No.5 accordingly.

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APPENDIX 1 – CERTIFICATE OF TITLE & DEPOSITED PLAN

PUBLIC OCM AGENDA

TITLE NUMBER	
Volume	Folio
1208	**667**

WESTERN AUSTRALIA

RECORD OF CERTIFICATE OF TITLE

UNDER THE TRANSFER OF LAND ACT 1893

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

BGRoberts

REGISTRAR OF TITLES

REGISTRAR OF TITLES WESTERN AUSTRALIA

LAND DESCRIPTION:

LOT 42 ON DEPOSITED PLAN 158777

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

SHIRE OF VICTORIA PLAINS OF POST OFFICE BOX 21, CALINGIRI

(T I711392) REGISTERED 28/11/2003

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

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

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

STATEMENTS:

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

SKETCH OF LAND:	1208-667 (42/DP158777)
PREVIOUS TITLE:	1208-667
PROPERTY STREET ADDRESS:	52 EDMONDS ST, CALINGIRI.
LOCAL GOVERNMENT AUTHORITY:	SHIRE OF VICTORIA PLAINS

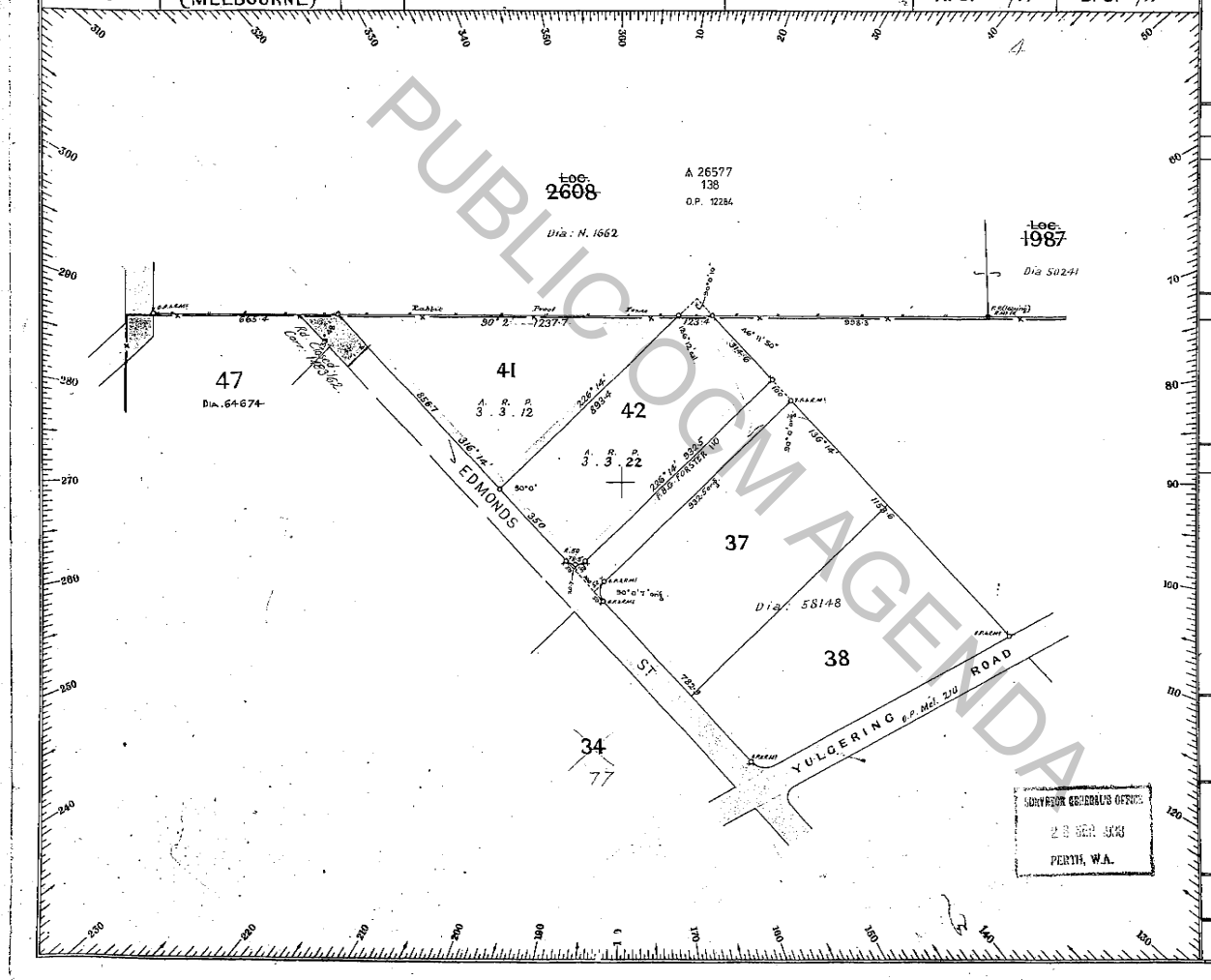
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LANDGATE COPY OF ORIGINAL NOT TO SCALE 24/07/2025 02:10 PM Request number: 68524326

Landgate
www.landgate.wa.gov.au

LANDGATE COPY OF ORIGINAL NOT TO SCALE 24/07/2025 02:10 PM Request number: 68524326

Lot Nº	District	C.P. Nº	Name of Applicant	Acreage	File Nº	
41 & 42	CALINGIRI TSITE (MELBOURNE)				H.O. 6440/14	D.O. 27/17



Azimuth observed at .....
Or assumed from Dia 58148
Date of marking 5th September 1938
Field Book No. 204 Pages 2 & 3
Scale 3 chains to an inch.
Public Plan No. Calingiri Townsite Division

REFERENCE TO TREES.

Corner.	Bearing.	Distance in Links.	No. and Mark on Tree.	Description of Tree.
A				
B				
C				
D				
E				
F				

SURVEYOR'S CERTIFICATE.

I hereby certify that this Survey was performed by me personally, (or under my own personal supervision, inspection and field check) in strict accordance with the Regulations for the Guidance of Surveyors, and that this plan is in all respects accurate.

Date 30/10/41 Licensed Surveyor.

OFFICE REFERENCE.

Account No. ..... Passed .....
Calculation Book No. 12 Fol. 24
Chainage close Lot 41 N-0.03E-0.06 Lot 42 N-0.03E-0.01
Angular close Nil +0' 3"
Area 3-82675 3-88677
Compared with F.B. A.D.S. 19/11/38
Examined .....
Diagram passed E. Ed. Lindsay Examiner of Plans
Date 23 : 11 : 1938

Survey approved .....
Date 28 . 11 . 38 W. Wyfe Surveyor General.

On D.O. Public Plan .....
On Standard Plan .....
On Public Plan 22 Sept 38
On Compilation 298 Melb 4-4-39

DIAGRAM No. 58777

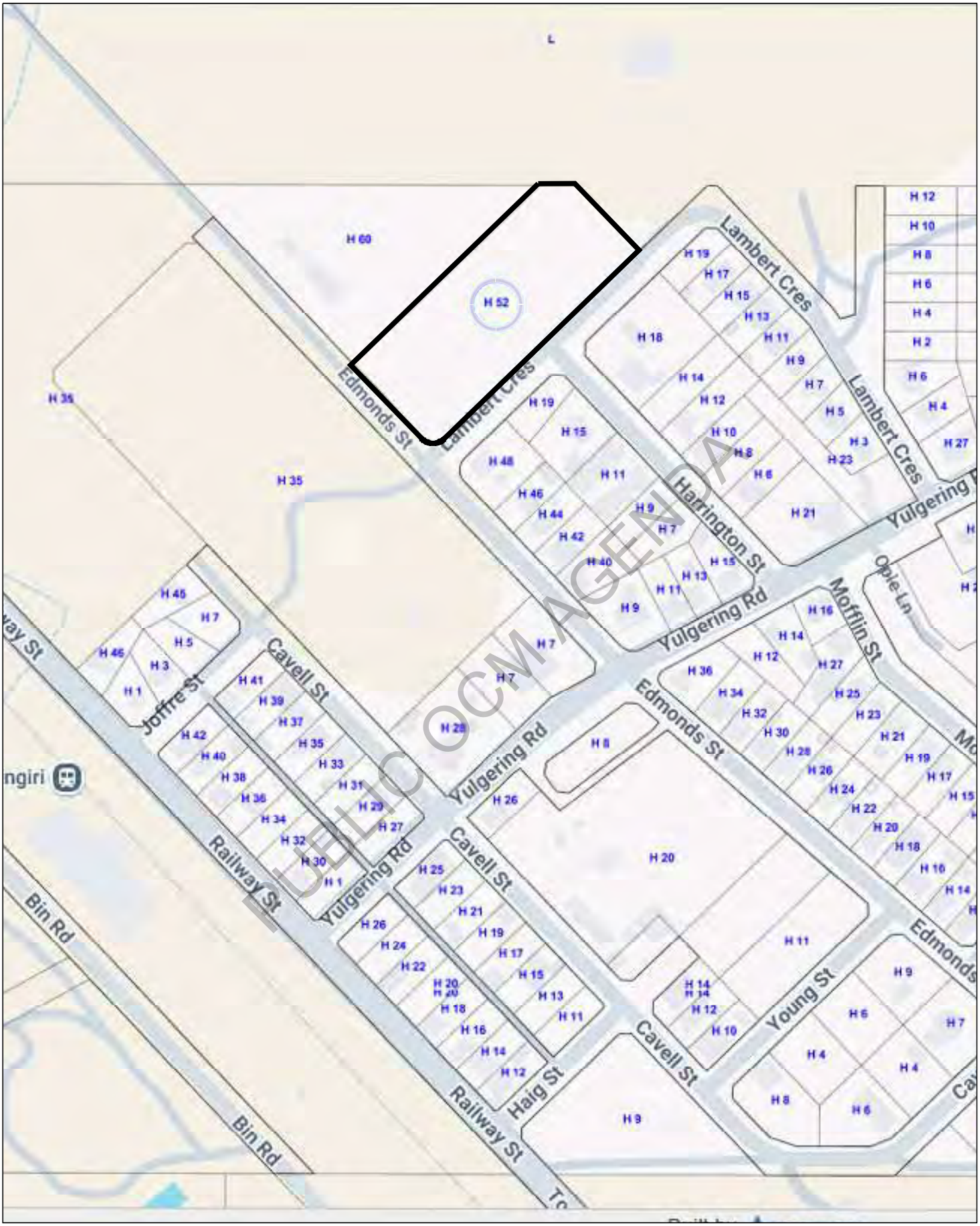
Registered .....

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Landgate 210 www.landgate.wa.gov.au

APPENDIX 2 – PLANS 1 TO 5

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EXURBAN
RURAL & REGIONAL PLANNING
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Mob: 0429 303 100
PO Box 1685
WANGARA DC WA 6947
www.exurban.com.au

N W E S

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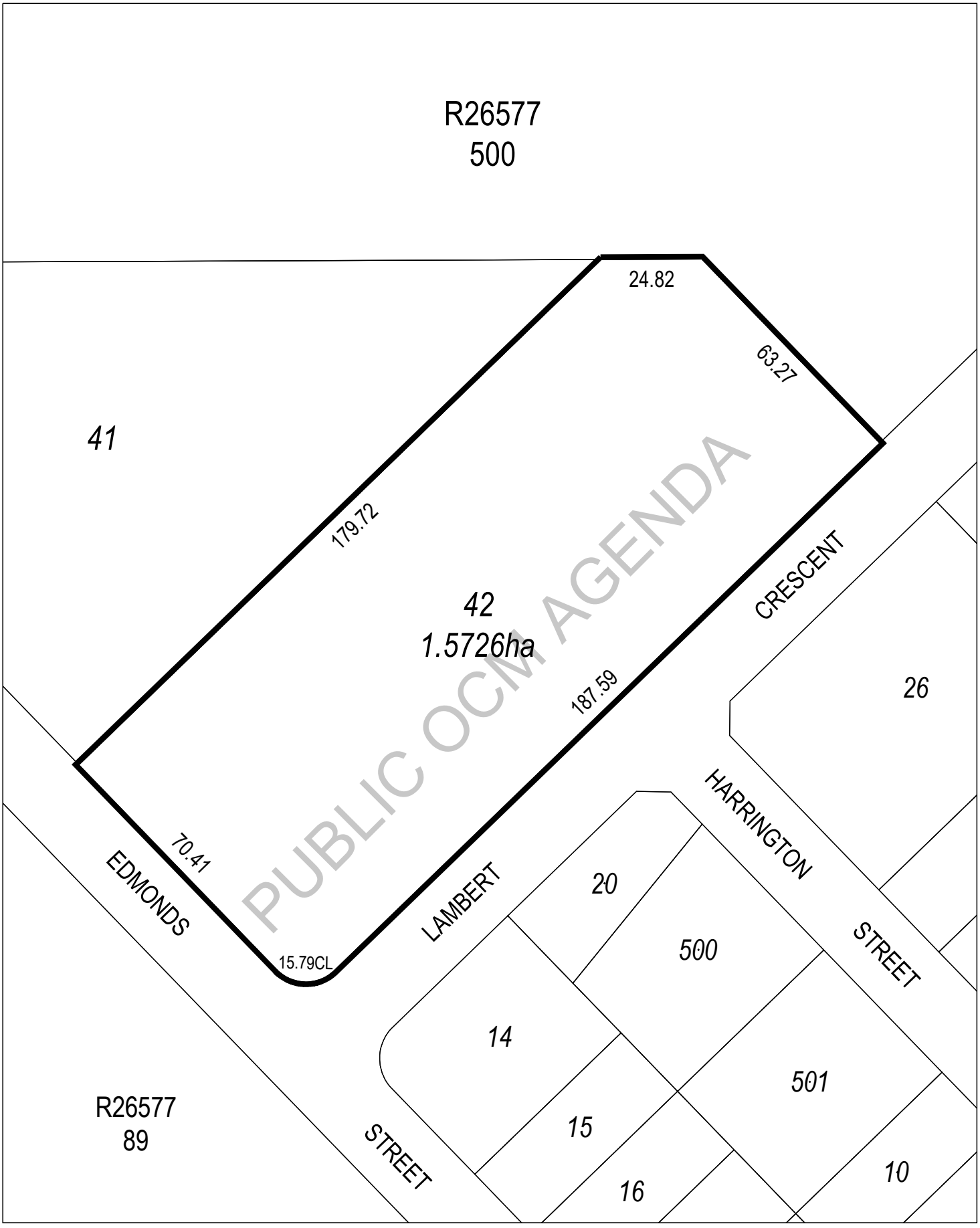
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DATE: 01.08.2025

LEGEND:

SUBJECT LAND.....

PLAN 1
LOCATION PLAN

LOT 42 (No.52) EDMONDS STREET
CALINGIRI
Shire of Victoria Plains



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Mob: 0429 303 100
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N W E S

0 10 20 30 40 50 60m

SCALE 1:1250 @ A4
DATE: 01.08.2025

LEGEND:

SUBJECT LAND.....

PLAN 2 - EXISTING LOT CONFIGURATION

LOT 42 (No.52) EDMONDS STREET
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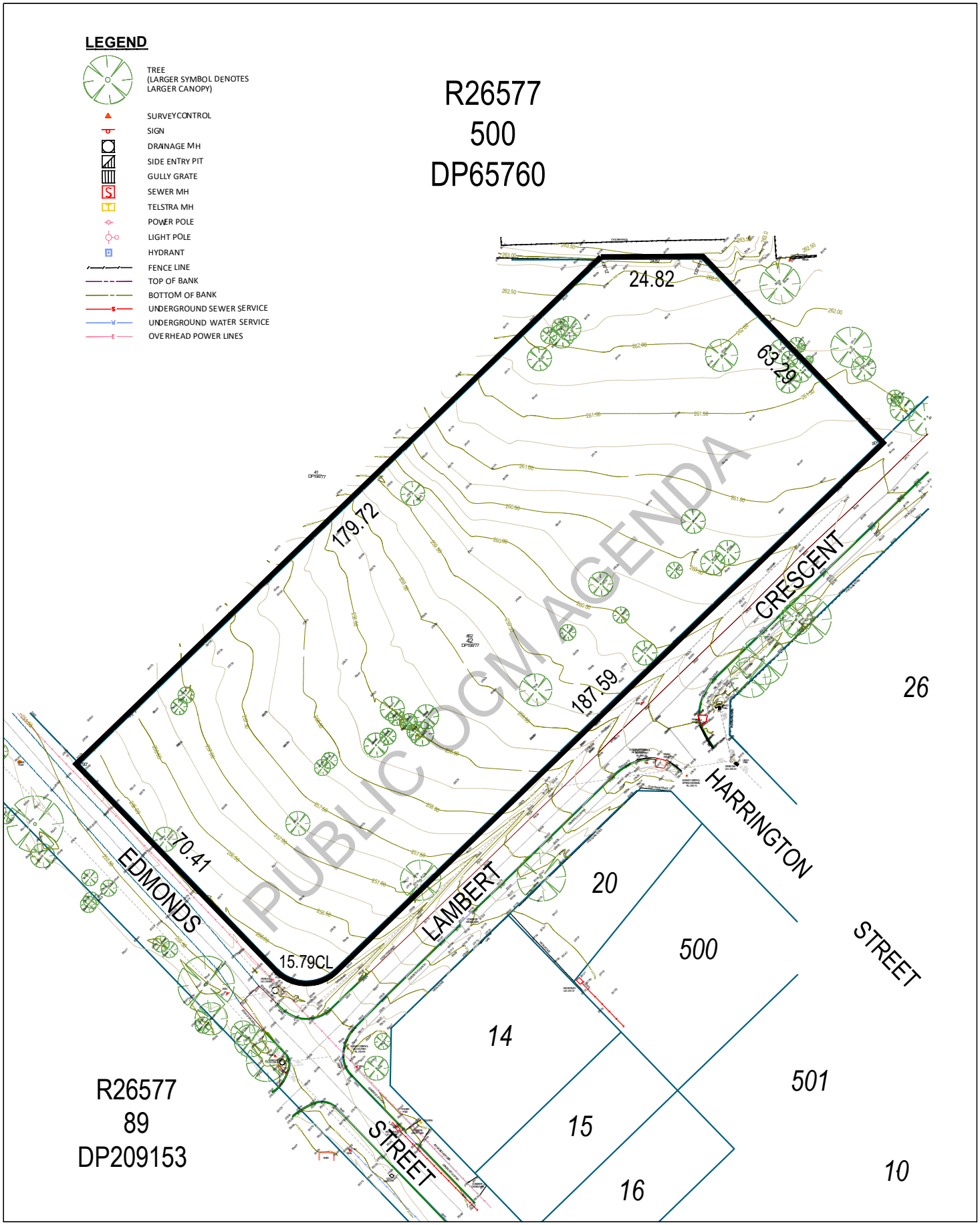
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DATE: 01.08.2025

LEGEND:

SUBJECT LAND.....

PLAN 3
AERIAL PHOTO

LOT 42 (No.52) EDMONDS STREET
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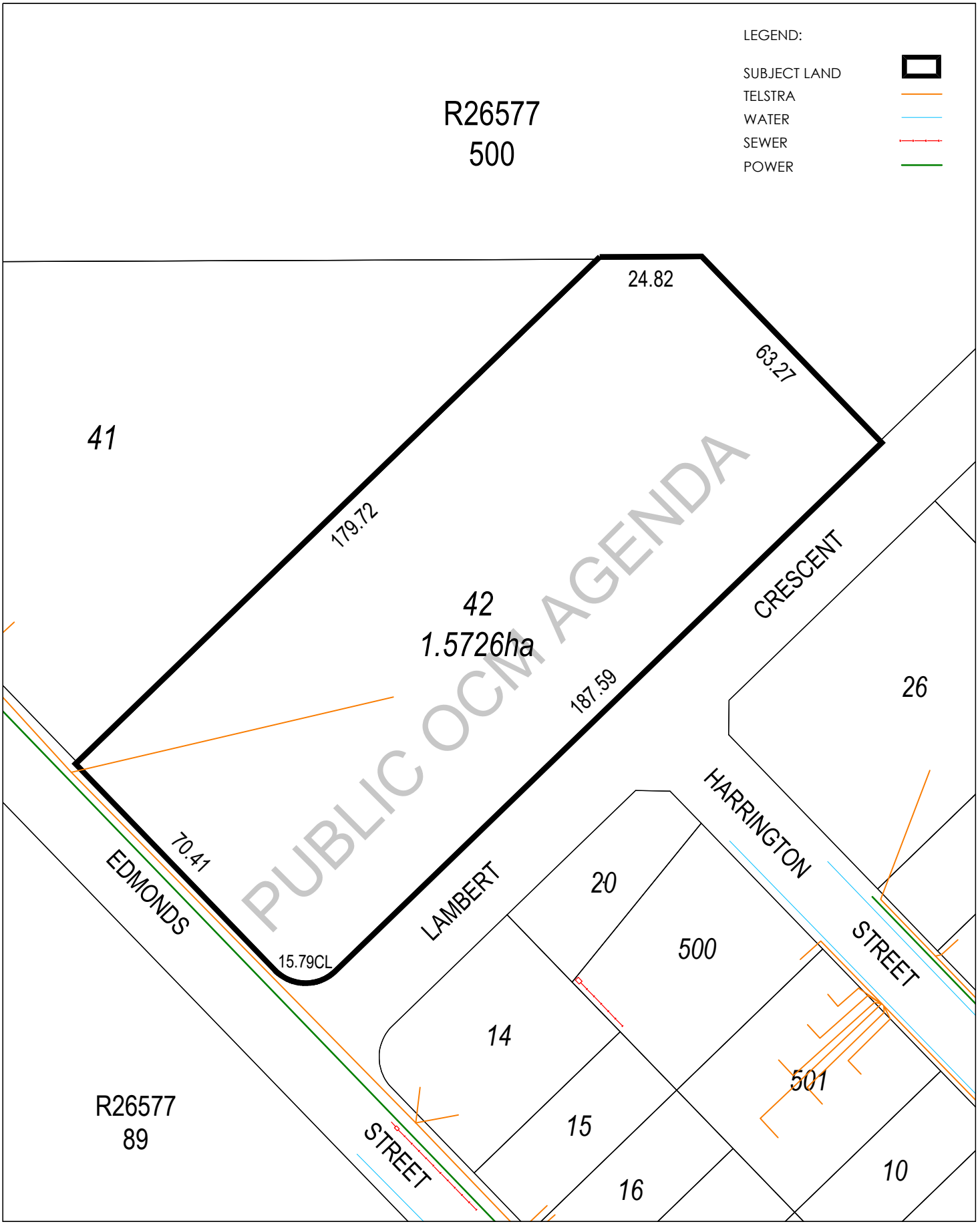
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DATE: 01.08.2025

LEGEND:

SUBJECT LAND.....

PLAN 4 - CONTOUR & FEATURE SURVEY

LOT 42 (No.52) EDMONDS STREET
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N W E S

0 10 20 30 40 50 60m

SCALE 1:1250 @ A4
DATE: 01.08.2025

PLAN 5 - KEY ESSENTIAL SERVICES

LOT 42 (No.52) EDMONDS STREET
CALINGIRI
Shire of Victoria Plains

APPENDIX 3 – BUSHFIRE ATTACK LEVEL (BAL) ASSESSMENT

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AS 3959-2018 Bushfire Attack Level (BAL) Report

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Client Reference Number	**B20824-25**
Date (Final)	**11/06/2025**
Site Inspection Date	**5/06/2025**
Report Version	**1**
Report Validity	**12 months from report date**
Client Name	**Shire of Victoria Plains**

PROPERTY DETAILS

Site Address	**Lot 42 # 52 Edmonds Street**
Suburb	**Calingiri**
Local Government Area	**Victoria Plains**
Description of Works	**Planning Application**
Main Use of Building/Lot	**Residential**
BCA Class	**1a**

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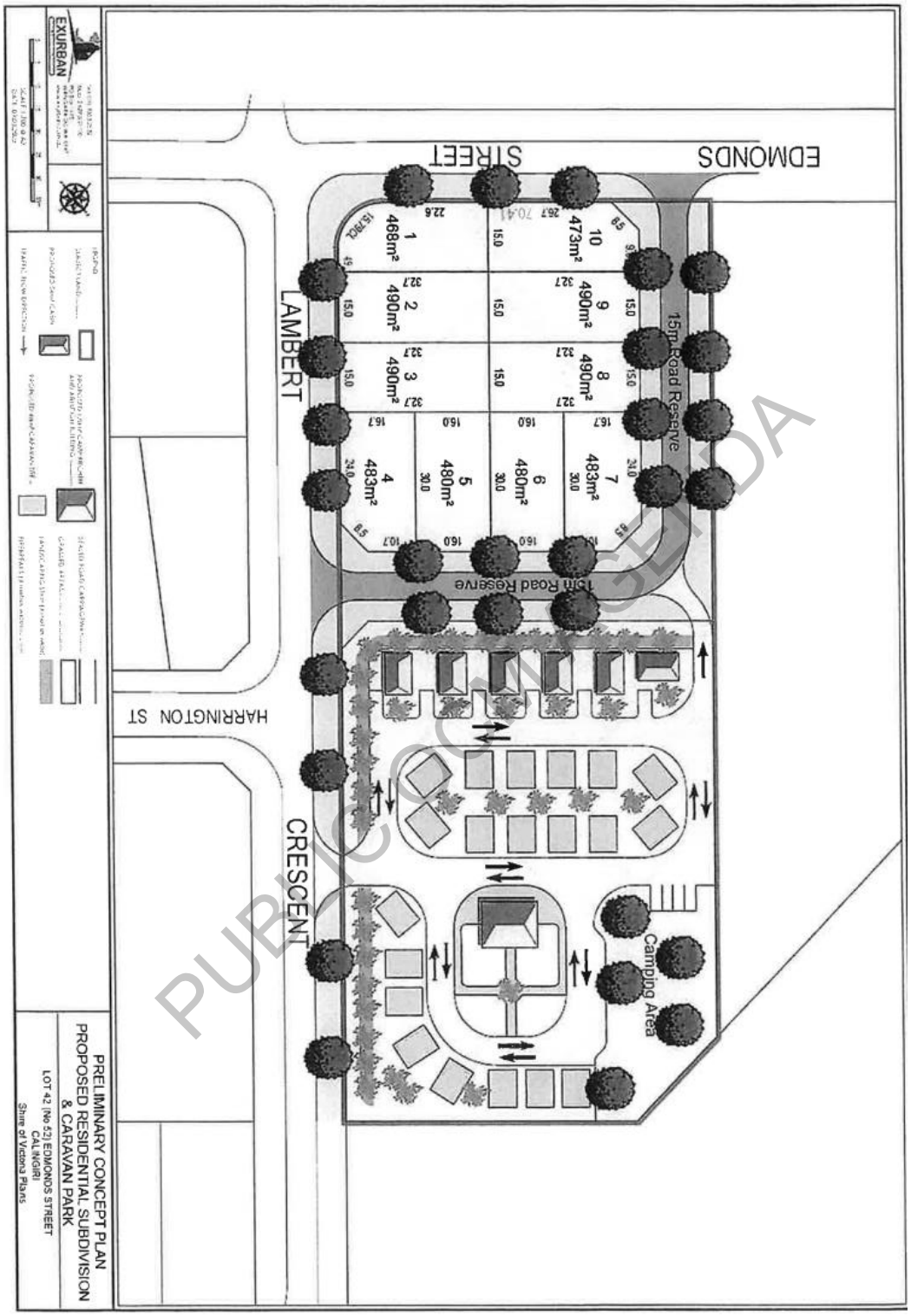
Disclaimer: The information contained in this Bushfire Attack Level Assessment is considered to meet the minimum standards of AS 3959-2018 Construction of buildings in bushfire-prone areas. The assessment does not guarantee that a building will not be damaged in a bush fire. Any general advice or recommendations given in this assessment is made in good faith and based on the information available at the time of the on-site inspection by Bushfire Protection Australia. The determined Bushfire Attack Level's (BAL) continuity as assessed at the time of the report will depend among other things on the actions of the landowners or occupiers over which Bushfire Protection Australia has no control. Notwithstanding anything contained therein, Bushfire Protection Australia will not, except as may be required by law, be liable for any loss or other consequences (whether or not due to the negligence of their consultants, their servants or agents) arising out of the services provided.

Site Assessment & Site Plans

The assessment of this site/development was undertaken on **5/06/2025** by a Level 2 BPAD Accredited Practitioner to determine the Bushfire Attack Level in accordance with AS 3595-2018 Simplified Procedure (Method 1). All slopes are measured using a Nikon Forestry Pro laser device.

See attached BAL Map at the end of the BAL Assessment.

Site Plan



PUBLIC COMMENT DRAFT

Vegetation Classification

All vegetation within 100m of the site/proposed development was classified in accordance with Clause 2.2.3 of AS 3959-2018. Each distinguishable vegetation plot with the potential to determine the Bushfire Attack Level is identified below.

Plot ID	8
Vegetation Classification or Exclusion Clause	Exclusion (f)
Description / Justification for Classification	Low threat vegetation – Grassland managed in a minimal fuel condition ensuring insufficient fuel to significantly increase the severity of a bushfire.
	
Photo ID	1

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Plot ID	8
Vegetation Classification or Exclusion Clause Description / Justification for Classification	Exclusion (f) Low threat vegetation – Grassland managed in a minimal fuel condition ensuring insufficient fuel to significantly increase the severity of a bushfire.
Photo ID	2



Plot ID	8
Vegetation Classification or Exclusion Clause Description / Justification for Classification	Exclusion (f) Low threat vegetation – Grassland managed in a minimal fuel condition ensuring insufficient fuel to significantly increase the severity of a bushfire.
Photo ID	3



PUBLIC OCM AGENDA

Plot ID	9
Vegetation Classification or Exclusion Clause Description / Justification for Classification	Exclusion (f) Low threat vegetation – Managed in a minimal fuel condition ensuring insufficient fuel to significantly increase the severity of a bushfire.
Photo ID	4 Subject Lot



Plot ID	9
Vegetation Classification or Exclusion Clause Description / Justification for Classification	Exclusion (f) Low threat vegetation – Managed in a minimal fuel condition ensuring insufficient fuel to significantly increase the severity of a bushfire.
Photo ID	5



PUBLIC OCM AG

Plot ID	1
Vegetation Classification or Exclusion Clause Description / Justification for Classification	G Grassland Grass type vegetation, crop. 
Photo ID	6

Plot ID	1
Vegetation Classification or Exclusion Clause Description / Justification for Classification	G Grassland Grass type vegetation, crop. 
Photo ID	7

PUBLIC OCM A

Plot ID	7
Vegetation Classification or Exclusion Clause Description / Justification for Classification	Exclusion (e) Area where no bushfire prone vegetation is present.
Photo ID	 8 – Right side vegetation

Plot ID	6
Vegetation Classification or Exclusion Clause Description / Justification for Classification	Exclusion (e) Area where no bushfire prone vegetation is present.
Photo ID	 9

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Plot ID	2
Vegetation Classification or Exclusion Clause Description / Justification for Classification	Exclusion (f) Low threat vegetation – Grassland managed in a minimal fuel condition ensuring insufficient fuel to significantly increase the severity of a bushfire.
Photo ID	10



Plot ID	3
Vegetation Classification or Exclusion Clause Description / Justification for Classification	B Woodland Trees 10-15m tall with <30% foliage cover. Grass type understorey.
Photo ID	11



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Plot ID	3
Vegetation Classification or Exclusion Clause Description / Justification for Classification	B Woodland Trees 10-15m tall with <30% foliage cover. Grass type understorey. 
Photo ID	12

Plot ID	2
Vegetation Classification or Exclusion Clause Description / Justification for Classification	Exclusion (f) Low threat vegetation – Grassland managed in a minimal fuel condition ensuring insufficient fuel to significantly increase the severity of a bushfire. 
Photo ID	13

PUBLIC OCM A

Plot ID	1
Vegetation Classification or Exclusion Clause Description / Justification for Classification	G Grassland Grass type vegetation, crop. 
Photo ID	14

Plot ID	10
Vegetation Classification or Exclusion Clause Description / Justification for Classification	B Woodland Trees 10-15m tall with <30% foliage cover. Grass type understorey. 
Photo ID	15

PUBLIC OCM A

Plot ID	10
Vegetation Classification or Exclusion Clause Description / Justification for Classification	B Woodland Trees 10-15m tall with <30% foliage cover. Grass type understorey. 
Photo ID	16

Plot ID	10
Vegetation Classification or Exclusion Clause Description / Justification for Classification	B Woodland Trees 10-15m tall with <30% foliage cover. Grass type understorey. 
Photo ID	17

PUBLIC OCM AG

Plot ID	10
Vegetation Classification or Exclusion Clause Description / Justification for Classification	B Woodland Trees 10-15m tall with <30% foliage cover. Grass type understorey. 
Photo ID	18

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Relevant Fire Danger Index

The fire danger index for this site has been determined in accordance with AS3959-2018 Table 2.4.3 or otherwise determined with a jurisdictional variation applicable to the site.

A Fire Danger Index Rating of 80 is applied throughout Western Australia.

Fire Danger Index

FDI 40 Table 2.4.5	FDI 50 Table 2.4.4	FDI 80 Table 2.4.3	FDI 100 Table 2.4.2
		X	

Potential Bushfire Impacts

The potential bushfire impact to the site/proposed development from each of the identified vegetation plots are identified below.

Table 1: Distances required for BAL-12.5

Plot	Vegetation Classification	Effective Slope	Separation	BAL
1	Grassland	0.0°	43.6	12.5
2	Exclusion (f)	0.0°	n/a	LOW
3	Woodland	0.0°	0.0	FZ
4	Exclusion (f)	0.0°	n/a	LOW
5	Grassland	0.0°	39.9	12.5
6	Exclusion (e)	0.0°	n/a	LOW
7	Exclusion (f)	0.0°	n/a	LOW
8	Exclusion (f)	0-5°	n/a	LOW
9	Exclusion (f)	0-5°	n/a	LOW
10	Woodland	0.0°	4.9	FZ

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The Determined Bushfire Attack Level (Highest BAL) for the site/proposed development has been determined in accordance with clause 2.2.6 of AS 3959-2018 using the above analysis.

Bushfire Attack Level	BAL-FZ

Achievable BAL Rating

On removal of the vegetation within the subject site and removal from the Bushfire Prone Areas Map the whole site can achieve BAL-LOW.

Appendix 2 Additional Information / Advisory Notes

Additional Information / General Advisory Notes / Justifications Related to Assessment / Exemptions as per AS 3959-2018

BAL Assessments are calculated on the basis that a site is classed bushfire prone and the conditions of the day of inspection.

The site is currently classed as bushfire prone due to the vegetation within the lot boundaries. This triggers the requirement to assess all vegetation within 100m of the proposal.

Removal of the vegetation within the lot boundaries should remove it from the bushfire prone map once lodged, which in turn will negate Plots 1, 3, 5 and 10 as they are not shown on the map of bushfire prone areas resulting in a BAL-LOW rating for the whole site.

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Bushfire Attack Level Assessment Explained

A BAL Assessment is a means of measuring the potential risk from ember attack, radiant heat and direct flame exposure during a bushfire event and determine the relevant construction standards.

The methodology used in determining the BAL rating is sourced from *Australian Standard 3959-2018 Construction of Buildings in Bushfire Prone Areas (AS3959-2018)* – (see below).

Bushfire Attack Level (BAL)	Heat flux exposure thresholds	Description of predicted bushfire attack and levels of exposure	Section of AS 3959
BAL-LOW	See clause 2.2.3.2	There is insufficient risk to warrant specific construction requirements	4
BAL-12.5	≤ 12.5W/m^2	Ember Attack	3 & 5
BAL-19	>12.5W/m^2 to ≤19kW/m^2	Increasing levels of ember attack and burning debris ignited by windborne embers together with increasing heat flux	3 & 6
BAL-29	>19kw/m^2 to ≤29kWm^2	Increasing levels of ember attack and burning debris ignited by windborne embers together with increasing heat flux	3 & 7
BAL-40	>29kW/m^2 to ≤40kW/m^2	Increasing levels of ember attack and burning debris ignited by windborne embers together with increasing heat flux with the increased likelihood of exposure to flames	3 & 8
BAL-FZ	>40kW/m^2	Direct exposure to flames from fire front in addition to heat flux and ember attack	3 & 9

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BAL-FZ	BAL-40	BAL-29	BAL-19	BAL-12.5	BAL-LOW
Direct Exposure to flames, radiant heat and embers from the fire front	Increasing ember attack and windborne debris, radiant heat between 29kW/m^2 and 40kW/ m^2. Exposure to flames from fire front likely	Increasing ember attack and windborne debris, radiant heat between 19kw/ m^2 and 29kW/ m^2	Increasing ember attack and windborne debris, radiant heat between 12.5W/m^2 and 19kW/ m^2	Ember attack radiant heat below 12.5W/m^2	There is insufficient risk to warrant any specific construction requirements, but there is still some risk

ADDENDUM - MAPS

Figure 1: BAL Assessment Map



Project No B20824-25

Legend

- Subject Lot
- Exclusion (e)
- Exclusion (f)
- Woodland
- Grassland
- 100m Assessment Zone
- Photo Locations

50m

NORTH

BUSHFIRE PROTECTION AUSTRALIA

BAL Assessment Map

Lot 42 # 52 Edmonds Street
Calingiri

B20824-25

Bushfire Protection Australia
BPAD 37153 Level 2
B.den Boer

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Figure 2: Map of Bushfire Prone Areas



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Bushfire Attack Level (BAL) Certificate

Determined in accordance with AS 3959-2018

This Certificate has been issued by a person accredited by Fire Protection Association Australia under the Bushfire Planning and Design (BPAD) Accreditation Scheme. The certificate details the conclusions of the full Bushfire Attack Level Assessment Report (full report) prepared by the Accredited Practitioner.

Property Details and Description of Works

Address Details	**Unit no**	**Street no** 52	**Lot no** 42	**Street name / Plan Reference** Edmonds Street	
	Suburb Callingari			**State** WA	**Postcode** 6569
Local government area	Victoria Plains				
Main BCA class of the building	Class 1a	**Use(s) of the building**	Residential		
Description of the building or works	Subdivision				

Determination of Highest Bushfire Attack Level

AS 3959 Assessment Procedure	Vegetation Classification	Effective Slope	Separation Distance	BAL
Method 1	Class B Woodland	0.0°	0.0	BAL – FZ

BPAD Accredited Practitioner Details

Name
Ben den Boer

Company Details
Bushfire Protection Australia

I hereby certify that I have undertaken the assessment of the above site and determined the Bushfire Attack Level stated above in accordance with the requirements of AS 3959-2018.

I hereby declare that I am a BPAD accredited bushfire practitioner.
Accreditation No. 37153
Signature
Date 11/06/2025

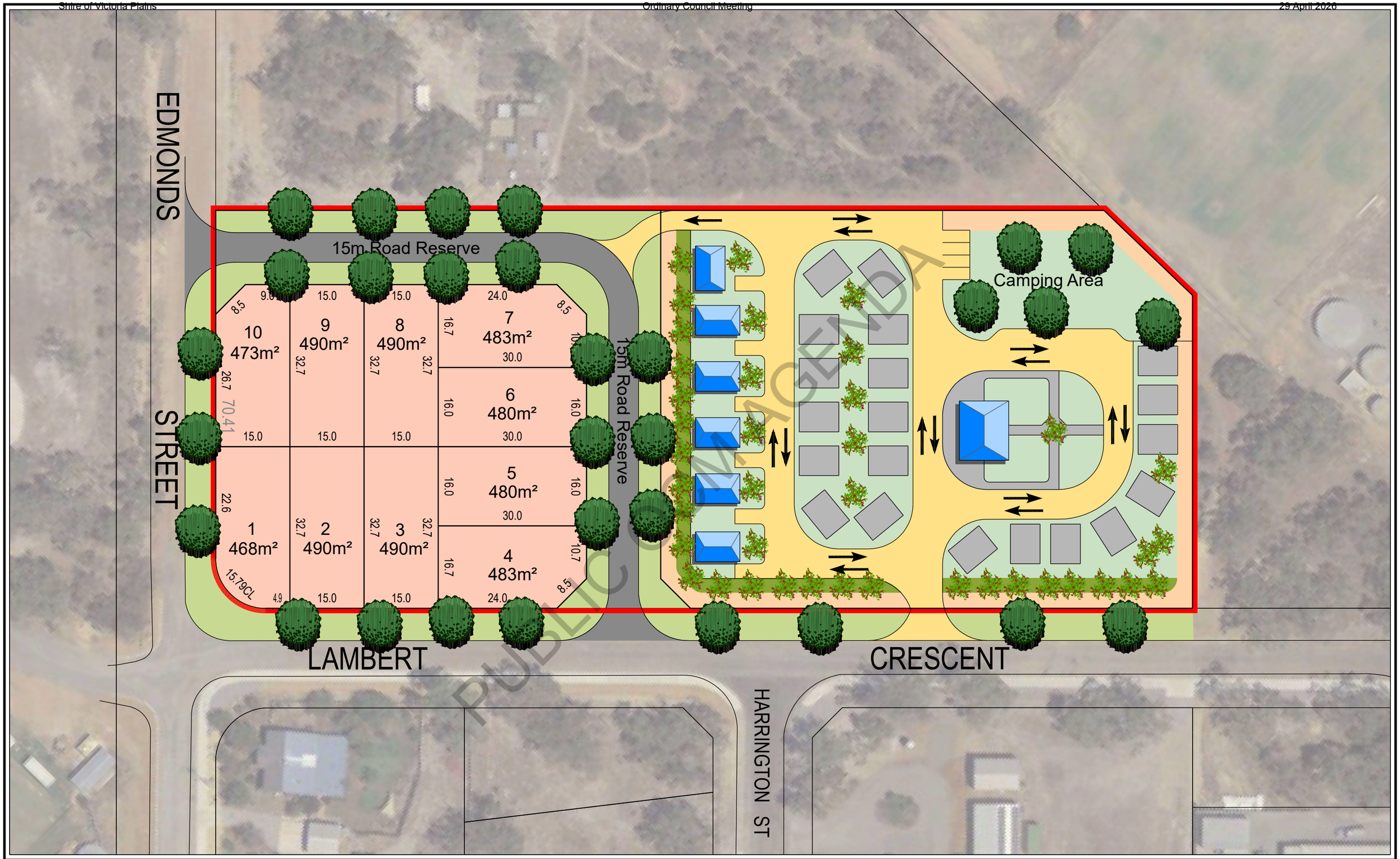
Authorised Practitioner Stamp

Reliance on the assessment and determination of the Bushfire Attack Level contained in this certificate should not extend beyond a period of 12 months from the date of issue of the certificate. If this certificate was issued more than 12 months ago, it is recommended that the validity of the determination be confirmed with the Accredited Practitioner and where required an updated certificate issued.

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APPENDIX 4 – PRELIMINARY CONCEPT PLAN

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EXURBAN
RURAL & REGIONAL PLANNING

Tel: (08) 9303 2532
Mob: 0429 303 100
PO Box 1695
WANGARA DC WA 6947
www.exurban.com.au

0 5 10 15 20 25 30 35m

SCALE 1:700 @ A3
DATE: 09.03.2023

LEGEND:

- SUBJECT LAND.....
- PROPOSED 54m² CABIN
- TRAFFIC FLOW DIRECTION
- PROPOSED 120m² CAMP KITCHEN AND ABLUTION BUILDING.....
- PROPOSED 48m² CARAVAN SITE....
- SEALED ROAD CARRIAGEWAY.....
- GRASSED AREAS.....
- LANDSCAPING STRIP (3 metres wide)
- FIREBREAKS (3 metres wide).....

PRELIMINARY CONCEPT PLAN
PROPOSED RESIDENTIAL SUBDIVISION & CARAVAN PARK

LOT 42 (No.52) EDMONDS STREET
CALINGIRI
Shire of Victoria Plains

APPENDIX 5 – ADVICE FROM RIVER ENGINEERING PTY LTD

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Our Ref P24006

Contact Paul Broadhurst

Date 25 September 2024

River Engineering Pty Ltd
PERTH - Level 12, 216 St Georges Terrace, PERTH, WA 6000
SOUTH WEST - 7/9 Griffin Drive, DUNSBOROUGH, WA 6281
POSTAL – PO Box 7121, Cloisters Square, PERTH, WA 6850
ABN 78 146 050 384

T : 08 9430 6789
M : 0439 945 690
E : paul.broadhurst@riverengineering.com.au
W: www.riverengineering.com.au

Shire of Victoria Plains
28 Cavell Street
Calingiri WA 6569

For the attention of Gordon Houston

Dear Gordon,

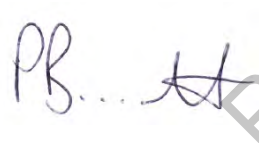
RE: CALINGIRI STED SYSTEM

River Engineering (River) have assessed the Septic Tank Effluent Disposal (STED) Capacity for the township of Calingiri in July 2024. The assessment included the capacity of the sewage network and the Wastewater Treatment Ponds to establish whether they had enough capacity to cater for the existing townsite as well as proposed future developments.

The existing sewage network and the Wastewater Treatment Ponds has been confirmed to be adequate for both the current conditions and the planned urban development (10 new residential lots on Lot 42 (No.52) Edmond Street) as well as the planned caravan park (6 new cabins, 19 caravan bays and a camping area located on Lambert Crescent).

If you require further discussion on this project, please do not hesitate to contact me.

Yours Faithfully



Paul Broadhurst
Project Director
for **River Engineering Pty Ltd**

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PLANNING AND DEVELOPMENT ACT 2005

RESOLUTION TO AMEND LOCAL PLANNING SCHEME

SHIRE OF VICTORIA PLAINS

LOCAL PLANNING SCHEME NO.5

AMENDMENT NO.4

Resolved that the Local Government pursuant to section 75 of the *Planning and Development Act* 2005, amend the above Local Planning Scheme by:

1. Change the residential density coding applicable to the 7,250m² portion of Lot 42 (No. 52) Edmonds Street, Calingiri, currently zoned 'Residential' from R12.5 to R20 and update the scheme map accordingly;

2. Rezone the 8,476m² balance portion of Lot 42 (No. 52) Edmonds Street, Calingiri from 'Residential' to 'Special Use' with the designated purpose 'Caravan Park and Tourist and Visitor Accommodation' by amending the scheme map accordingly and updating the Special use zones table in clause 21 as below –

No.	Description of Land	Special use	Conditions
2	Lot 42 on Plan 158777 being No. 52 Edmonds Street, Calingiri.	Caravan Park and Tourist and Visitor Accommodation	Requires Development Approval.

3. In clause 17 – Zoning Table, deleting the following use classes:
   a. Bed and Breakfast;
   b. Motel; and
   c. Tourist development

4. In clause 17 – Zoning Table, inserting in alphabetical order the following use classes:

Use Classes	Residential	Commercial	Service Industry	Industry	Townsite	Rural Residential	Rural
Hosted short-term rental accommodation	P	P	X	X	P	P	P

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Tourist and visitor accommodation	X	D	X	X	D	X	A
Unhosted short-term rental accommodation	A	D	X	X	D	D	D

5. In clause 28 – Development Table, delete the following use class:
   a. Motel

6. In clause 52 – Terms Used, deleting the following definitions:
   a. Cabin;
   b. Chalet; and
   c. Short-term accommodation.

7. In clause 52 – Terms Used, inserting in alphabetical order the following definitions:

Land use	Definition
cabin	means a building that — (a) is an individual unit other than a chalet; and (b) forms part of — (i) tourist and visitor accommodation; or (ii) a caravan park; and (c) if the unit forms part of a caravan park — is used to provide accommodation for persons, on a commercial basis, with no individual person accommodated for a period or periods exceeding a total of 3 months in any 12-month period.
chalet	means a building that — (a) is a self-contained unit that includes cooking facilities, bathroom facilities and separate living and sleeping areas; and (b) forms part of — (i) tourist and visitor accommodation; or (ii) a caravan park; and (c) if the unit forms part of a caravan park — is used to provide accommodation for persons, on a commercial basis, with no individual person accommodated for a period or periods exceeding a total of 3 months in any 12-month period.

8. In clause 38 – Land Use Terms Used, deleting the following definitions:
   a. bed and breakfast;
   b. motel; and
   c. tourist development.

9. In clause 38 – Land Use Terms Used, inserting in alphabetical order the following definitions:

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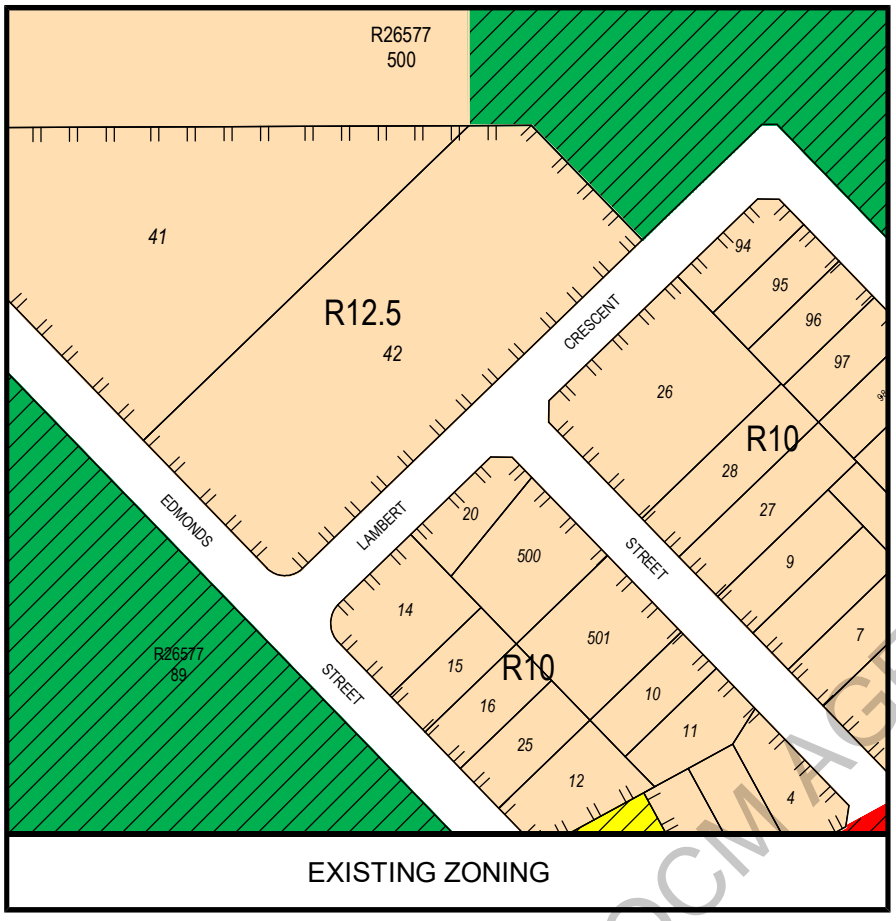
Land use	Definition
caravan park	means premises that are a caravan park as defined in the *Caravan Parks and Camping Grounds Act 1995* section 5(1).
tourist and visitor accommodation	(a) means a building, or a group of buildings forming a complex, that — (i) is wholly managed by a single person or body; and (ii) is used to provide accommodation for guests, on a commercial basis, with no individual guest accommodated for a period or periods exceeding a total of 3 months in any 12-month period; and (iii) may include on-site services and facilities for use by guests; and (iv) in the case of a single building — contains more than 1 separate accommodation unit or is capable of accommodating more than 12 people per night; and (b) includes a building, or complex of buildings, meeting the criteria in paragraph (a) that is used for self-contained serviced apartments that are regularly serviced or cleaned during the period of a guest's stay by the owner or manager of the apartment or an agent of the owner or manager; but (c) does not include any of the following — (i) an aged care facility as defined in the *Land Tax Assessment Act 2002* section 38A(1); (ii) a caravan park; (iii) hosted short-term rental accommodation; (iv) a lodging-house as defined in the Health *(Miscellaneous Provisions) Act 1911* section 3(1); (v) a park home park; (vi) a retirement village as defined in the *Retirement Villages Act 1992* section 3(1); (vii) a road house; (viii) workforce accommodation.

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10. Modify the amendment to address any administrative errors/correct item numbering as a result of these modifications.

SHIRE OF VICTORIA PLAINS
LOCAL PLANNING SCHEME No. 5

Planning and Development Act 2005



EXISTING ZONING

LEGEND

LOCAL SCHEME RESERVES

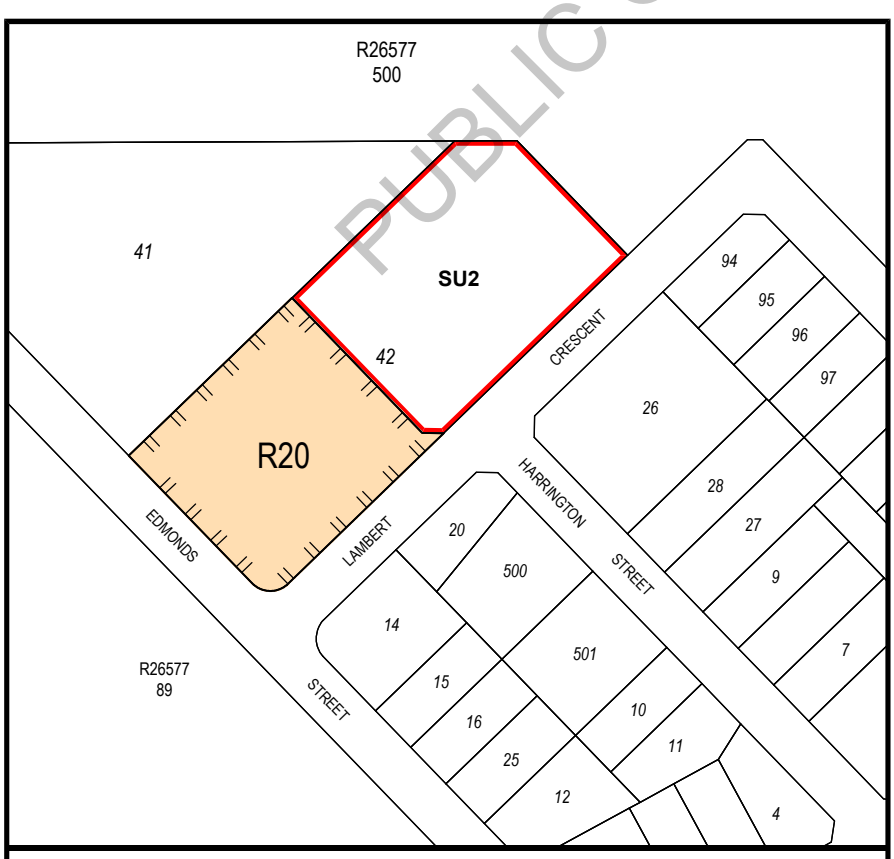
- PUBLIC OPEN SPACE
- PUBLIC PURPOSES
- PRIMARY DISTRIBUTOR ROAD
- LOCAL ROAD

LOCAL SCHEME ZONES

- RESIDENTIAL
- SPECIAL USE

OTHER CATEGORIES

- R CODES (R20)
- SU1 SPECIAL USE AREA



SCHEME (AMENDMENT) MAP

N
SCALE: 1:3000
DATE: 11.08.2025

Amendment No. 4

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Form 6A

COUNCIL ADOPTION

This Standard Amendment was prepared and advertised by resolution of the Council of the Shire of Victoria Plains at the Ordinary Meeting of the Council held on the 28th day of August 2024.

.....
SHIRE PRESIDENT

.....
CHIEF EXECUTIVE OFFICER

COUNCIL RECCOMENDATION

This Amendment is recommended for support by resolution of the Shire of Victoria Plains at the Ordinary Meeting of the Council held on the ..... day of ..... 2026 and the Common Seal of the Shire of Victoria Plains was hereunto affixed by the authority of a resolution of the Council in the presence of:

.....
SHIRE PRESIDENT

.....
CHIEF EXECUTIVE OFFICER

WAPC ENDORSEMENT (r.63)

.....
DELEGATED UNDER S.16 OF THE P&D ACT 2005

DATE.....

APPROVAL GRANTED

.....
MINISTER FOR PLANNING

DATE........

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ATTACHMENT 3

Your Ref: 2348-55510
Our Ref: F-AA-90528-2
Contact: Bethany Angus (9222 2000)

Sean Fletcher
Chief Executive Officer
Shire of Victoria Plains
PO Box 21
CALINGIRI WA 6569

Via email: reception@victoriaplains.wa.gov.au

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Dear Mr Fletcher

PROPOSED AMENDMENT NO. 4 TO SHIRE OF VICTORIA PLAINS LOCAL PLANNING SCHEME NO. 5

Thank you for your letter dated 9 February 2026, requesting comment from the Department of Health (DoH) on the above proposal.

As of 18 December 2025, the State Planning Policy 2.9 Water (SPP 2.9) has replaced the Government Sewerage Policy 2019 and other supporting documents. DoH recognises that these changes will impact existing applications, including this proposal.

DoH position

☐ No objection – no comments or advice to provide.
☒ No objection – with comments and/or recommended conditions and advice notes provided below.
☐ Do not support – reasons provided below, i.e. additional reports, studies, plans or other information that should be provided to determine public health risk / legislative compliance.

DoH comments

1. Water supply and wastewater disposal

As proposed in the Scheme Amendment Report and in accordance with SPP 2.9, the subject site is required to connect to or provide for reticulated water and sewerage.

DoH supports the Shire's proposal for all future subdivision of the subject land (residential, caravan park, tourist and visitor accommodation purposes) to connect to the existing reticulated sewerage disposal system.

All drinking (potable) water provided on site must meet the health-related requirements of the Australian Drinking Water Guidelines 2011.

Any non-drinking water (i.e. water that is not intended or suitable for drinking, which is demonstrated to not comply with the Australian Drinking Water Guidelines 2011) must be managed to ensure it cannot be confused with or contaminate the drinking water supply. This requires satisfactory labelling of non-drinking water taps and, depending on system configuration and suitable backflow prevention arrangements, compliance with AS/NZS AS3500 – Plumbing and Drainage.

Should you have any queries or require further information, please contact System Performance on 9222 2000 or eh.eSubmissions@health.wa.gov.au.

Yours sincerely



Jane Cook
A/EXECUTIVE DIRECTOR
ENVIRONMENTAL HEALTH DIRECTORATE

17 February 2026

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From: Bree Lyons <bree.lyons@dwer.wa.gov.au>
Sent: Monday, 9 March 2026 9:59 AM
To: Reception SOVP <reception@victoriaplains.wa.gov.au>
Subject: Proposed Amendment No. 4 to Shire of Victoria Plains Local Planning Scheme No. 5

OFFICIAL

To whom it may concern,

The Department of Water and Environmental Regulation has assessed the proposed amendment no. 4 to Local Planning Scheme no. 5 and has no objections.

Kind regards,

Bree Lyons
Senior Natural Resource Management Officer
Swan Avon Planning Advice

Please note I work Monday and Thursday

Department of Water and Environmental Regulation
Swan Avon Region
7 Ellam St, Victoria Park, WA 6100
T: (08) 6250 8035| F: (08) 6250 8050
E: bree.lyons@dwer.wa.gov.au | www.dwer.wa.gov.au
Twitter: @DWER_WA

The Department of Water and Environmental Regulation acknowledges the Traditional Owners of the lands on which we live and work throughout Western Australia and we pay our respects to Elders past and present. The Department recognises the practice of intergenerational care for Country and its relevance to our work and working with the community. The Department continues to move forward with a shared commitment to protect and conserve Country for our future generations.

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NO	NAME / ADDRESS	DESCRIPTION OF AFFECTED PROPERTY	SUMMARY OF SUBMISSION	COUNCIL'S RECOMMENDATION
1.	Department of Health PO Box 8172 Perth Business Centre WA 6849	Not applicable	The Department of Health has no objections to the proposed amendment and offers the following comments and recommendations: i) The subject site is required to connect to or provide for reticulated water and sewerage; ii) DoH supports the Shire's proposal for all future subdivision of the subject land (residential, caravan park, tourist and visitor accommodation purposes) to connect to the existing reticulated sewerage disposal system; iii) All drinking (potable) water provided on site must meet the health-related requirements of the Australian Drinking Water Guidelines 2011; and iv) Any non-drinking water (i.e. water that is not intended or suitable for drinking, which is demonstrated to not comply with the Australian Drinking Water Guidelines 2011) must be managed to ensure it cannot be confused with or contaminate the drinking water supply. This requires satisfactory labelling of non-drinking water taps and, depending on system configuration and suitable backflow prevention arrangements, compliance with AS/NZS AS3500 – Plumbing and Drainage.	That no modifications be made to the scheme amendment proposal in response to the submission received from the Department of Health.
2.	Department of Water and Environmental Regulation (DWER) Swan Avon Region 7 Ellam Street VICTORIA PARK WA 6100	Not applicable	The Department of Water and Environmental Regulation has no objections to the proposed amendment.	That no modifications be made to the scheme amendment proposal in response to the submission received from the Department of Water and Environmental Regulation.

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9.10 WALGA Climate Change Advocacy Position

File Reference	
Report Date	16 April 2026
Applicant/Proponent	WALGA
Officer Disclosure of Interest	Nil
Previous Meeting Reference	Nil
Prepared by	Sean Fletcher – Chief Executive Officer
Senior Officer	Sean Fletcher – Chief Executive Officer
Authorised by	Sean Fletcher – Chief Executive Officer
Attachments	Nil

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PURPOSE

For Council to consider feedback to WALGA to inform finalisation of the revised advocacy position and its ongoing representations to State and Commonwealth Governments.

BACKGROUND

The Western Australian Local Government Association (WALGA) has released a consultation paper (Attachment 1) seeking Council-endorsed feedback on a revised Climate Change Advocacy Position. The proposed update reflects material changes in the legislative, policy and operating environment for Local Government since the existing position was adopted in 2018.

Since that time, climate change has moved from a largely policy-driven issue to one with direct statutory, governance and service delivery implications for Local Government. In response, WALGA is updating its advocacy position to ensure it remains contemporary, evidence-based and focused on securing appropriate support for the sector (pp 3-4).

Page 14 of the consultation paper sets out the revised advocacy position as follows;

1. Local Government acknowledges the risks associated with, and is committed to, addressing climate change.
2. WALGA calls on the Australian and Western Australian Governments to:

    - provide leadership and coordination; and
    - provide dedicated funding, guidance and practical support.

WALGA has requested Council-endorsed feedback by 1 May 2026 to inform finalisation of the revised advocacy position and its ongoing representations to State and Commonwealth Governments.

COMMENT

Key Context and Evidence Base

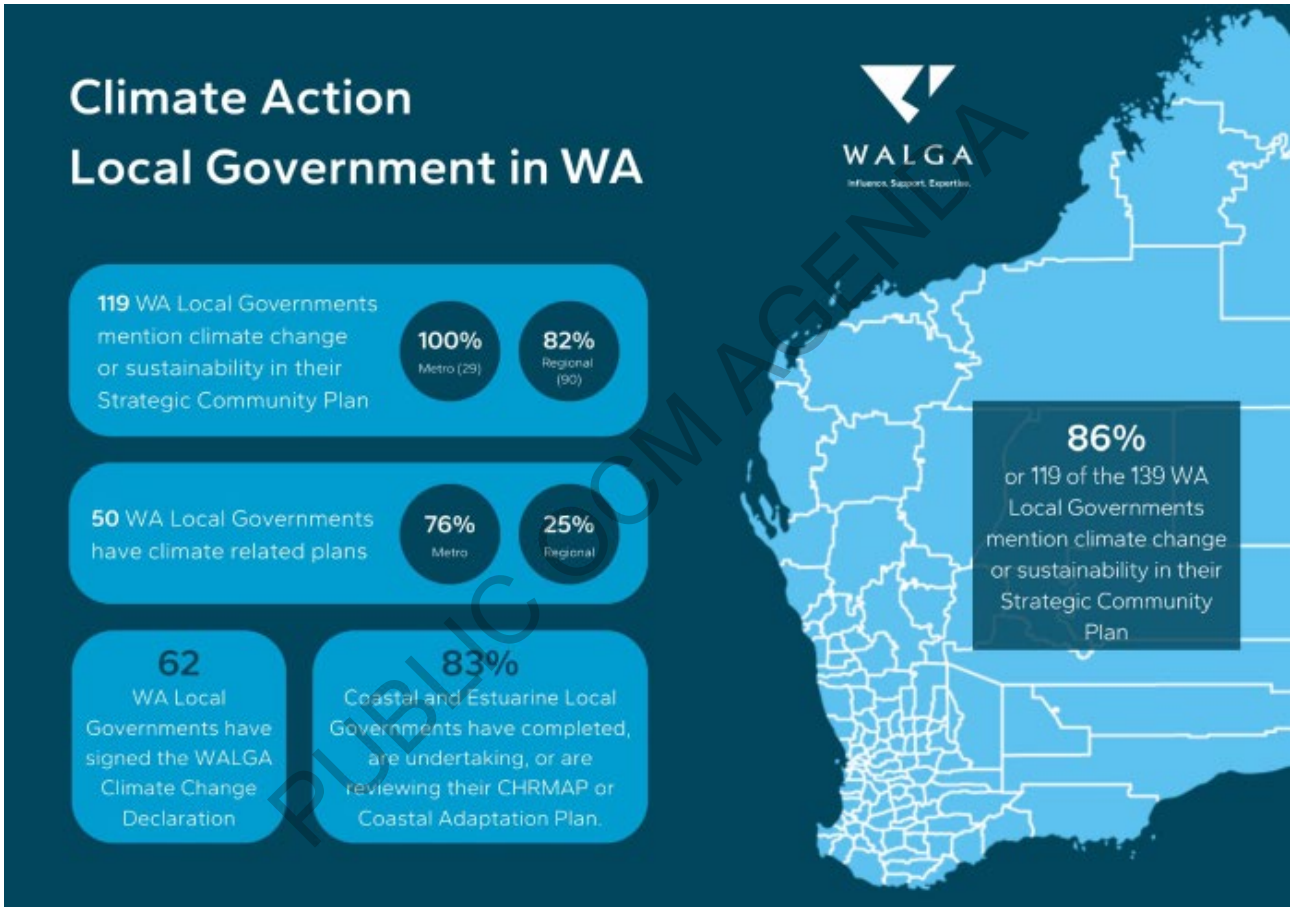
The consultation paper outlines a substantially strengthened legislative and policy framework. At a national level, the *Climate Change Act 2022* legislates Australia's emissions reduction targets, including a 43 per cent reduction on 2005 levels by 2030 and net zero emissions by 2050. At a State level, the *Local Government Amendment Act 2023* amended the *Local Government Act 1995* (page 6) to expressly expand Local Government's general functions to include planning for and mitigating risks associated with climate change and considering long-term and intergenerational impacts in decision-making.

These expanded statutory responsibilities were introduced without a dedicated or sustainable funding and resourcing model.

The paper also draws on updated climate science and risk assessment material. Western Australia has warmed by approximately 1.3 degrees Celsius since 1910, with observed impacts including increased heat, longer and more severe bushfire seasons and a rise in days with dangerous fire weather. While rainfall changes vary across the State, south-west Western Australia has experienced a marked long-term decline.

The 2025 National Climate Risk Assessment provides a consolidated evidence base identifying significant risks to regional and rural communities, agricultural productivity, infrastructure and emergency management systems. The consultation paper highlights that Local Government bears a disproportionate share of the immediate response, recovery and longer-term adaptation burden associated with these risks (pp 9-10).

Local Government Capacity and Regional Context



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Figure 1 – Local Government Climate Change Commitments and Activities (page 10)

Based on WALGA's climate change surveys undertaken since 2018, the consultation paper consistently identifies limited funding, staffing capacity and technical expertise as the principal barriers preventing Local Governments from undertaking effective emissions reduction and adaptation actions.

These capacity constraints are most pronounced for, as we know, small and regional Local Governments, which often manage extensive asset bases, large geographic areas and significant emergency management responsibilities with comparatively limited financial and organisational capacity. The paper makes it clear that climate change now represents a material governance, financial and service delivery risk for Local Government rather than a discretionary policy issue.

Relevance to the Shire of Victoria Plains

The consultation paper is directly relevant to the Shire of Victoria Plains as a regional Wheatbelt local government. The Shire is exposed to many of the climate-related risks outlined in the paper,

including increasing heat stress for communities and staff, impacts on agricultural resilience, infrastructure exposure and ongoing emergency management pressures.

The acknowledgement that Local Government climate responsibilities have expanded without an accompanying funded delivery model is of particular relevance to Victoria Plains. These obligations have implications for strategic planning, asset management, long-term financial sustainability and risk management across the organisation.

The paper's discussion of the Energy Transition is also locally relevant. The Australian Government's target of 82 per cent renewable energy in the national electricity grid by 2030, combined with the rapid escalation of renewable energy development, means regional local governments such as Victoria Plains are increasingly engaged in the on-ground impacts of the transition. WALGA's emphasis that the transition must be orderly, coordinated and deliver reliable, affordable energy and tangible community benefits aligns with the Shire's experience and current engagement in renewable energy-related initiatives (as a member of the WALGA Large Scale Renewable Energy Projects Group and the State Community Benefits Pilot Program).

The consultation paper appropriately recognises that regional Local Governments are not only hosts to this transition but have planning, infrastructure, community and governance roles that require clarity, certainty and support.

Matters for Council Consideration in Responding to WALGA's Draft Climate Change Advocacy Position

On balance, it is the author's view that, in providing Council-endorsed feedback to WALGA on its draft Climate Change Advocacy Position, Council should indicate support for the Position subject to the following emphasis being reflected through WALGA's ongoing advocacy:

1. WALGA proceed with updating its Climate Change Advocacy Position to reflect the contemporary legislative, policy and operating environment for Local Government, including legislated emissions reduction targets, clearer climate risk projections and expanded statutory responsibilities.
2. WALGA's advocacy place strong emphasis on the need for dedicated, ongoing funding and practical implementation support for Local Governments to meet climate change mitigation and adaptation obligations, noting that these responsibilities have expanded without an accompanying funded delivery model.
3. WALGA explicitly recognise in its advocacy the disproportionate impact on smaller and regional Local Governments, including limited organisational capacity, extensive infrastructure holdings and heightened exposure to climate-related risks and emergency management demands.
4. WALGA continue to advocate for acknowledgement by State and Commonwealth Governments that Local Governments now have explicit statutory functions relating to climate change risk mitigation and long-term planning, requiring appropriate policy alignment, funding certainty and governance clarity.
5. WALGA's advocacy on climate change and energy transition emphasise that the renewable energy transition must be orderly and coordinated, that Local Governments require certainty in their planning and decision-making roles, that community benefit and local economic participation are central considerations, and that cost-shifting to Local Government be avoided.
6. WALGA continue to promote regional, alliance-based and shared-capability approaches as a preferred mechanism for delivering climate mitigation and adaptation outcomes, particularly for regional and rural Local Governments.
7. WALGA ensure that climate change advocacy remains practical, implementable and grounded in Local Government operational realities, rather than aspirational expectations unsupported by funding or capacity

CONSULTATION

Council re March and April Briefing Sessions 2026

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STATUTORY CONTEXT

Section 2.7 of the *Local Government Act 1995* establishes Council as the governing body responsible for determining the Local Government's policies and strategic position on matters affecting its district. Amendments to the Act in 2023 expanded Local Government's general functions to include planning for and mitigating risks associated with climate change and considering long-term impacts on future generations.

WALGA is the recognised peak body representing Local Government interests in Western Australia. The provision of Council-endorsed feedback to WALGA on its draft advocacy position is consistent with Council's governance role and does not give rise to statutory or financial obligations.

CORPORATE CONTEXT

Strategic Business Plan/Corporate Business Plan

STRATEGIC PRIORITIES	WE KNOW WE ARE SUCCEEDING WHEN
4. CIVIC LEADERSHIP	
4.1 Forward planning and implementation of plans to achieve community priorities	We attend meetings of key local and regional organisations to jointly plan for our community Demonstrated progress towards achievement of the Corporate Business Plan
4.3 Proactive and well governed Shire	External audits and reviews confirm compliance
	We have sound financial management policies and attract external funding to help achieve our goals

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This matter aligns primarily with the *Civic Leadership / Governance* area of the Shire's Strategic Community Plan 2022–2032. The Plan recognises increasing compliance obligations, Local Government reform, reliance on external government funding and the need for effective advocacy and representation as key strategic considerations. Council consideration of recommendations to WALGA on its advocacy position is consistent with Council's governance role and its responsibility to engage collectively with the sector on matters affecting Local Government sustainability and long-term decision-making.

The matter also has a secondary relationship to the *Community* pillar, given the identified impacts of climate-related risks on community safety, service continuity and resilience; however, the decision itself is strategic and governance-focused rather than operational.

Delegation

Nil

Policy Implications

Nil

Other Corporate Document

Nil

Risk Analysis

The Shire's Risk Register (2025–26) identifies a number of strategic and operational risks that are influenced by climate change and broader policy settings, including:

- disaster recovery and business continuity;
- workforce capacity and volunteer fatigue;
- asset sustainability;
- service disruption during emergencies; and
- increasing regulatory and compliance obligations.

These risks are reported through the Audit, Risk and Improvement Committee (ARIC) and regularly reviewed by the Senior Management Team and Council, reinforcing the relevance of sector-wide advocacy aimed at securing appropriate support, funding and clarity for Local Government

Consequence	Consequence Rating:	Likelihood Rating:	Risk Rating	Risk Acceptance/ Controls	Mitigation and Outcome
The risk arising from not providing feedback to WALGA is reputational in nature. While there is no statutory obligation to respond, non-participation may reduce the Shire's influence and standing within the Local Government sector and limit its ability to have regional and organisational circumstances reflected in peak-body advocacy. The risk is sector-facing rather than community-facing and does not give rise to compliance or service delivery impacts.	Minor (2) Substantiated, localised impact on community trust or low media item	Likely (4) Probably occur in most circumstances At least once per year WALGA will finalise and progress its advocacy position whether or not the Shire responds. If Council does not respond, the Shire will not be reflected in the consolidated advocacy position.	Moderate (8)	Operational Manager Risk acceptable with adequate controls, managed by specific procedures and subject to semi-annual monitoring □ WALGA Participation □ Shire led advocacy □ Council Briefings and Meetings □ Through relevant forums □ No other risk impacts	This risk is mitigated through the Shire's ongoing engagement with WALGA, President/Deputy President/CEO-led advocacy, established Council briefing and reporting processes, and the availability of alternative mechanisms for sector representation. Given there is no statutory obligation to respond and no direct service, financial or compliance impacts, the reputational risk is considered manageable and capable of being accepted if Council determines that a response is not warranted.

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FINANCIAL IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

Officer Recommendation

That Council **AUTHORISES** the CEO to **RESPOND** to WALGA regarding the revised WALGA Climate Change Advocacy position as follows:

1. The Shire of Victoria Plains **SUPPORTS** WALGA proceeding with the draft Climate Change Advocacy Position as presented.
2. In doing so, the Shire emphasises the importance of WALGA's advocacy clearly recognising the expanded statutory responsibilities of Local Government, the disproportionate impact on small and regional Local Governments, and the need for dedicated, ongoing funding and practical implementation support to avoid cost-shifting.

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WALGA Climate Change Advocacy Position

Consultation Paper

January 2026

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WALGA

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1. Introduction

Climate change, and related legislation, policy and action, have implications for many aspects of Local Governments' operations and services. More frequent and severe droughts, heatwaves, bushfires, extreme rainfall events and warming, rising sea levels are increasing the costs and complexity of delivering critical services, infrastructure and ensuring community wellbeing.

The impacts and implications of climate change and opportunities for action differ depending on a Local Government's location, size and capacity. For example, coastal Local Governments are managing erosion and inundation risks, urban Local Governments are seeking to mitigate the impact of prolonged periods of heat on the liveability and health of their communities and in regional areas, water availability, heat stress and the transition to renewable energy are key concerns.

WALGA's policy and advocacy on climate change is longstanding, with the Association's first Climate Change Policy Statement adopted in 2009. In 2018 a new Climate Change Policy Statement and advocacy position were endorsed by WALGA State Council following extensive sector consultation. The 2018 Advocacy Position states:

Local Government acknowledges:

1. *The science is clear: Climate change is occurring and greenhouse gas emissions from human activities are the dominant cause.*
2. *Climate change threatens human societies and the Earth's ecosystems.*
3. *Urgent action is required to reduce emissions, and to adapt to the impacts from climate change that are now unavoidable.*
4. *A failure to adequately address this climate change emergency places an unacceptable burden on future generations.*

Local Government is committed to addressing climate change.

Local Government is calling for:

1. *Strong climate change action, leadership and coordination at all levels of government.*
2. *Effective and adequately funded Commonwealth and State Government climate change policies and programs.*

July 2018 – 72.5/2018

Since the 2018 Advocacy Position was adopted there have been significant legislative, policy, technological and scientific changes, including:

- The national *Climate Change Act 2022* and the Western Australian Climate Change Bill 2023.
- The *Local Government Amendment Act 2023,* which expanded Western Australian Local Governments' general function to include planning for, and mitigating, the risks associated with climate change.

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- The release of the Australian Government's National Climate Risk Assessment and National Adaptation Plan in 2025.
- Escalation of the transition to renewable energy, uptake of electric vehicles and energy efficiency standards under the National Construction Code.
- Climate science and projections (international, national and WA specific) have also become clearer regarding the risks posed by climate change and the need for action to address the consequential impacts.

It is important that the WALGA climate change advocacy position is updated to reflect these changes and the consequent needs and priorities of Local Governments. An updated climate change advocacy position, which complements other WALGA advocacy positions, will provide a sound basis for WALGA's advocacy.

Following initial consultation, consideration by State Council in March 2025 and feedback from the Environment Policy Team, WALGA has developed a revised, draft Climate Change Advocacy Position for Local Government feedback:

1. *Local Government acknowledges the risks associated with, and is committed to, addressing climate change.*
2. *WALGA calls on the Australian and Western Australian Governments to:*
    a. *Provide the necessary climate leadership, coordination and action to ensure an orderly transition to achieve emission reduction targets and address the impacts of climate change.*
    b. *Provide dedicated funding, guidance and practical support to assist Local Governments to undertake emissions reduction and adaptation actions.*

WALGA is seeking Council endorsed feedback on the draft Climate Change Advocacy Position by **COB Friday, 1 May 2026.** Feedback can be provided to environment@walga.asn.au.

This Paper provides an overview of matters which were considered in the development of the updated draft Advocacy Position including the legislation and policy (Section 2), technological changes (Section 3), climate science information (Section 4), feedback from Local Government on their needs, activities and barriers in relation to climate change (Section 5), and WALGA advocacy (Section 6). Section 7 provides detail on the rationale for the draft Advocacy Position.

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2. Legislation and Policy

Since WALGA's Climate Change Policy Statement was endorsed in 2018, there have been significant Australian and Western Australian legislative and policy changes, these are outlined in Table 1.

Table 1: Government climate legislation and policy

Document	Summary
Climate Change Legislation	
Climate Change Act 2022	The Australian Government *Climate Change Act 2022* establishes a national framework for reducing greenhouse gas (GHG) emissions and enhancing climate resilience in Australia. It mandates setting emission reduction targets, annual reporting to Parliament and developing policies to support the transition to a low-carbon economy. Australia's Nationally Determined Contribution (NDC) under Article 4 of the Paris Agreement commits to reducing greenhouse gas emissions to 43% below 2005 levels by 2030.
Annual Climate Change Statement 2025	The Annual Climate Change Statement is a requirement under the *Climate Change Act 2022*. It provides an overview of the country's progress in reducing GHG emissions and enhancing climate resilience. The Statement includes updates on emission reduction targets, government initiatives and programs supporting the transition to a low-carbon economy. The Statement also identifies additional areas for further action.
WA Climate Change Bil 2023	The WA Climate Change Bill was introduced to Parliament in November 2023. The Bill sought to commit to net zero GHG emissions by 2050 and an interim whole of WA Government 2030 reduction target of 80% below 2020 levels. It also focuses on adapting to climate change impacts through sectorial adaptation planning and ensuring transparent progress reporting to the community and Parliament. The Bill has not progressed. In May 2025 the Premier indicated that climate change legislation introduced in WA would need to be carefully considered, particularly in regard to net zero targets, as WA is captured by national net zero legislation.

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Local Government Amendment Act 2023	Amendments made to the *Local Government Act 1995*, under the first tranche of changes in the *Local Government Amendment Act 2023,* expanded the requirements for Local Government in regard to their general functions to ensure good governance outcomes for their communities. Under Part 3 s3.1(1A) General Function, Local Governments are now required (change in bold): a. *to promote the economic, social and environmental sustainability of the district; and* b. ***to plan for, and to plan for mitigating, risks associated with climate change****; and* c. *in making decisions, to consider potential long-term consequences and impacts on future generations.* These legislative changes were made without any sustainable investment model, or tools, to support the new responsibility.
State Public Health Plan 2025 - 2030	Under Stage 5 of the *Public Health Act 2016*, which commenced in June 2024, Local Governments are required to prepare and publish local public health plans by 4 June 2026 that consider the State Public Health Plan objectives and priorities. The objectives for the State Public Health Plan include "Protect against public and environmental health risks, effectively manage emergencies, reduce impacts of disaster, and lessen the health impacts of climate change".
Climate Change Mitigation	
Paris Agreement (2022 update)	The Paris Agreement, under the United Nations Framework Convention on Climate Change, aims to limit global warming to 1.5°C by the end of this Century, requires a 43% cut in global GHG emissions by 2030.
6th Intergovernmental Panel on Climate Change (IPCC) Report (2023)	The 6th IPCC Report summarises the state of knowledge of climate change, its widespread impacts and risks, and climate change mitigation and adaptation.
United Nations Climate Change Conference (COP 28) 2023	The COP 28 Agreement calls for a tripling of renewable energy capacity and doubling of energy efficiency improvements by 2030.

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Net Zero Plan 2025	The Australian Government's Net Zero Plan guides Australia's transition to the legislated target of net zero emissions by 2050, covering all major parts of the economy and is consistent with international and domestic targets. The Plan sets out Government priorities, establishes policies and measures to reduce emissions and support ongoing and new investment in low emissions and renewable activities. The Plan is supported by Treasury Modelling on the impact of the transition.
Western Australian Climate Change Policy 2020	The Western Australian Climate Change Policy outlines the State Government's plan for a climate-resilient future. It highlights actions to be taken in collaboration with all sectors of the economy to achieve net zero emissions by 2050. Key programs include: • Low carbon transition • Clean Energy Future Fund • Electric Vehicle (EV) Strategy • Building WA's climate resilient future • Sectoral Emissions Reduction Strategy (SERS).
Climate Change Adaptation	
National Climate Resilience and Adaptation Strategy 2021-2025	The National Climate Resilience and Adaptation Strategy 2021-2025 outlines how the Australian Government will fulfil its 2012 COAG Roles and Responsibilities through three objectives for effective adaptation across Australia: 1. Drive investment and action through collaboration 2. Improve climate information and services 3. Assess progress and improve over time.
National Climate Risk Assessment (NCRA) 2025	The NCRA is the first comprehensive evaluation of how climate change will impact key systems and regions across Australia and provides a solid evidence base for coordinated adaptation planning. The assessment identified 63 nationally significant risks with a more detailed analysis of 10 priority hazards.
National Adaptation Plan 2025	The Plan builds on the National Climate Resilience and Adaptation Strategy and forms Australia's new framework for preparing for and responding to climate change impacts. The Plan represents the 'prioritise and plan' steps in the adaptation cycle, following the 'understand and assess' steps outlined in the NCRA.

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Council of Australian Governments (COAG) Roles and Responsibilities for Climate Change Adaptation in Australia	The Council of Australian Governments (previously COAG, now known as National Cabinet) defined roles and responsibilities for managing climate risk and adaptation across all levels of government. This highlighted that all levels of government play a significant role in climate change adaptation and risk management. Whilst this was agreed to in 2012, it is still referred to in national and state climate adaptation policy.
Western Australian Climate Adaptation Strategy 2023	Sets out directions to support climate adaptation in WA: 1. Produce and communicate credible climate information and resources 2. Build public sector climate capability and strengthen accountability 3. Enhance sector-wide and community partnerships 4. Empower and support the climate resilience of Aboriginal people.
Australian Local Government Association (ALGA) Policy and Advocacy	
Advocacy	ALGA has positions on both Climate Adaptation and Emissions Reduction and calls for a range of funding Programs and support for Local Government.
Adapting Together – Local Government Leadership in a Changing Climate Report 2025	The Report uses more than 200 examples of Local Governments showing leadership and taking action to address climate impacts, and five case studies to model the national value of Local Government climate adaptation.

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3. Technology

Technological changes most relevant to Local Government include the transition to renewable energy, uptake of electric vehicles and changes to energy efficiency standards under the National Construction Code.

In line with legislated net zero targets, the Australian Government is also targeting 82% renewable energy in the country's electricity grids by 2030. It is essential that the energy transition currently underway delivers economic opportunities, ensures reliable and affordable electricity and benefits for the local community. In 2024 WALGA developed a suite of advocacy positions (see Section 6) related to the renewable energy transition, forming the basis of WALGA's advocacy on behalf of the sector on this issue.

4. Climate Change projections and economic impact

Analysis of historic trends indicates Western Australia is already experiencing the impacts of climate change:

- Western Australia has warmed since 1910, with an average temperature increase of 1.3 °C.
- Since 1900, rainfall has increased over most of Western Australia, apart from the far west and southwest where it has declined; the decline in southwest Western Australia has been larger than anywhere else in Australia.
- The number of days with dangerous weather conditions for bushfires increased in nearly all locations.

In 2025, the Australian Climate Service released the first National Climate Risk Assessment (NCRA) in conjunction with the Bureau of Meteorology, CSIRO, the Australian Bureau of Statistics and Geoscience Australia, which provides an important evidence base on climate risks across Australia. The NCRA assembles data and analysis in a nationally consistent way to be used by Government and community to inform adaptation at a national, regional and local level. It identifies and assesses the impact of 10 priority hazards, over four time horizons, under emissions scenarios of 1.5°C, 2°C and 3°C for 11 geographic regions (including Western Australia north and south). The NCRA also considers the key risks to various systems, including communities in urban, regional and remote areas, primary industries and food, health and social support and the natural environment.

The most up to date projections of WA's climate up to 2100 are being produced by the Western Australian Department of Water and Environmental Regulation (DWER) as part of the State Government's Climate Science Initiative (CSI). The CSI is intended to provide a better understanding of climate change at a local level by producing climate projections at smaller scales (20 km and 4 km resolution). At these scales, regional influences like topography, land use and coastlines can be better understood, as well as extreme events like storms.

Statewide temperature and rainfall climate projections have been produced for the whole of WA at a grid resolution of 20 km up to 2099 under low and high emissions scenarios. Projections at a grid scale of 4 km are anticipated to be available for the South West in early 2026 and for the North West, covering the Pilbara and Kimberly regions, in late 2026.

There is significant evidence identifying the negative impact on the economy from increasing climate change risks and hazards (Productivity Commission Inquiry) with infrastructure and agricultural sectors likely to face some of the most significant challenges. The Insurance Council of Australia, reports that the cost of extreme weather events has resulted in payments to policy holders impacted by extreme weather events rising from an average of $2.1 billion p.a. in real terms over the last 30 years to an average

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of $4.5 billion p.a. over the last five years. Deloitte Access Economics (2022), estimate that climate change will cost the nation up to $1 trillion by 2050 and that $380 billion of these costs could be avoided if immediate action is taken to reduce emissions and adapt.

5. Local Government activities and barriers

Reflecting the requirements of the *Local Government Act 1995*, as of July 2025, 79 Local Government's Strategic Community Plans make specific reference to climate change, with a further 40 mentioning sustainability more broadly. Of these, 50 have targeted climate change plans or strategies.

Figure 1 identifies metrics relating to Local Governments' climate change related commitments and activities.

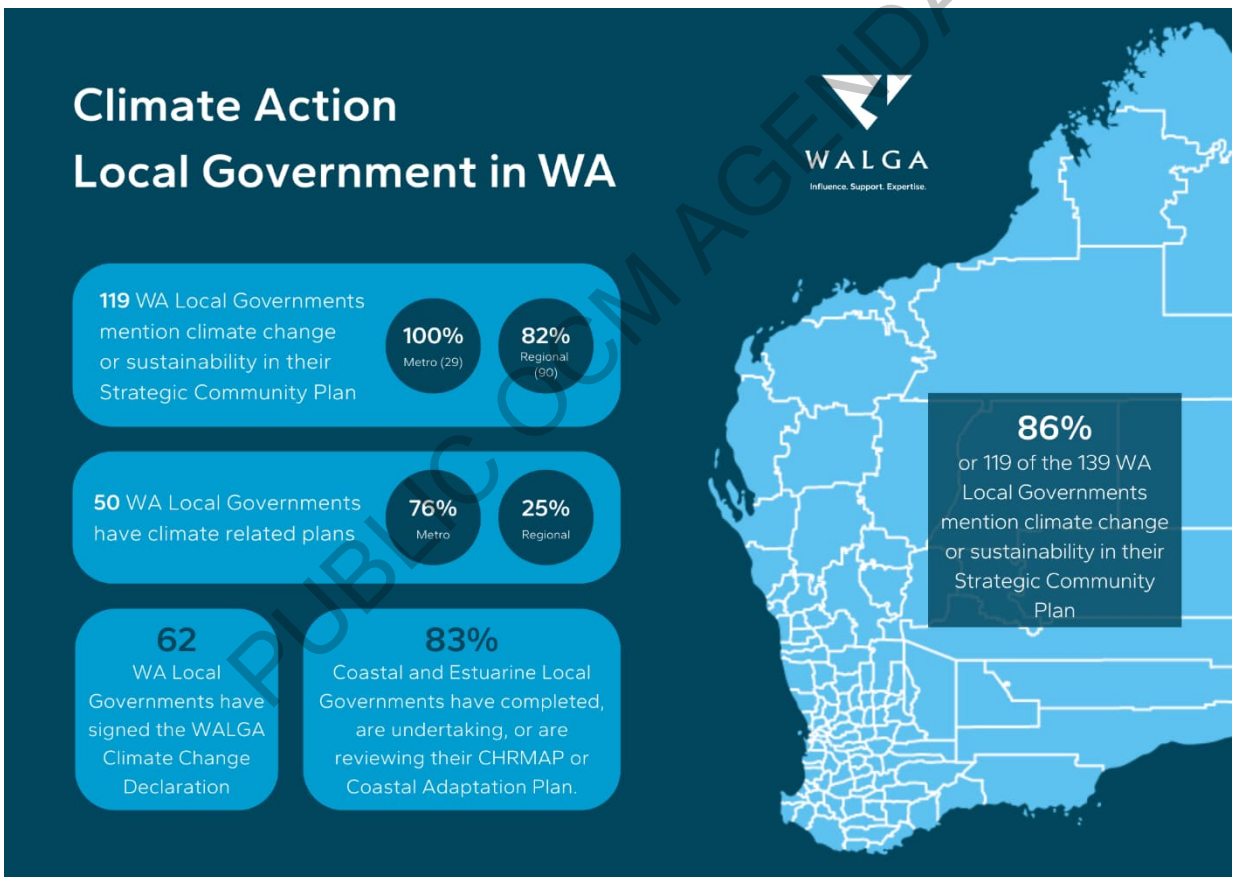


Figure 1: Local Government Climate Change commitments and activities

WALGA has undertaken a regular Climate Change Survey of Local Governments since the 2018 position was adopted, with surveys undertaken in 2020, 2022 and 2024 (see Table 2).

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Table 2: Snapshot of WALGA climate change survey responses

Year	*Metropolitan (no. and % of respondents)*	*Regional (no. and % of respondents)*	*Total Respondents*
2020	29 (79.1%)	110 (79.1%)	139
2022	16 (32.6%)	33 (67.3%)	49
2024	27 (31.3%)	59 (68.6%)	86

These surveys consistently identify the main barriers to undertaking emissions reduction and adaptation actions for Local Government as **limited capacity, expertise**, **funding** and **support**. These issues are particularly significant for smaller, regional Local Governments, whose assets and communities are more vulnerable to the impacts of climate change, such as extreme weather events.

Findings from the 2024 climate change survey reinforced that these issues remain the main barriers for Local Governments and are compounded by the many **competing priorities** within Local Governments. Survey respondents understood requirements for Local Government to incorporate climate change considerations into their operational planning, however reported limited knowledge or resources to undertake change. The Australian Local Government Climate Review identified that this is a critical issue for the sector in relation to emergency management. When emergency events occur, Local Governments have the most significant and immediate burden of managing the consequences compared to other levels of Government (Figure 2).

Coastal erosion is an example of the inequitable cost burden placed on Local Government. The State Government has identified 55 coastal erosion 'hotspots' (15 metropolitan, 40 regional) and flagged an additional 31 locations (8 metropolitan and 23 regional) for future consideration. 23 Local Government areas have been recognised as requiring active management over the next 25 years.

Under State Planning Policy 2.6, Local Government is responsible for planning and addressing predicted erosion and inundation hazards, through the preparation of Coastal Hazard Risk Management and Adaptation Plans (CHRMAP). Through the CoastWA Program, the State Government has delivered funding and support to Local Governments to manage current impacts of coastal erosion and inundation and to plan and prepare for increased impacts in the future. However, the level of funding provided for the CoastWA Program is inadequate and is due to expire in 2025-26. Only $33.5 million was allocated to the Program over five years to 2025-26, despite the State Government estimating in 2019 that the cost to manage the 55 hotspots was $110 million over the same period – with more funding required over the medium to long-term.

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Figure 2: Snapshot of 2024 WALGA Local Government Climate Change Data in relation to main barriers faced by Local Government in addressing climate change.

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6. WALGA Advocacy

WALGA's 2025 State Election Priorities and 2026-27 State Budget Submission advocates for State Government support and investment under Climate Resilience, Low Carbon and Disaster Ready themes including funding for emergency management, waste, water availability and infrastructure, coastal erosion and inundation, urban tree canopy and EV charging infrastructure.

WALGA has a suite of Advocacy Positions that relate to these priority areas and are supported by WALGA's current Climate Change Policy Position, including:

- Water Management (4.3)
- Urban Forest (4.5)
- Street Lighting (5.5)
- Vehicle Emissions (5.14)
- Renewable Energy (6.16, 6.17, 6.18)
- Building Act and Regulations (6.6)
- Coastal Planning (6.8)
- Emergency Management (8.1, 8.2, 8.11).

In 2021-23, WALGA secured State Government funding to deliver a Regional Climate Alliance (RCA) Pilot Program, an initiative under the Western Australian Climate Policy.

Modelled on successful programs in other jurisdictions, two groupings of Local Governments, the South Coast Alliance and Goldfields Voluntary Regional Organisation of Councils (GVROC), focused on accelerating climate action at the regional scale. WALGA continues to advocate to the State Government to implement a statewide program to assist to Local Governments, particularly in regional communities, and secure State Government investment in the management of climate risks.

Local Governments own energy use provides an opportunity for renewable energy and enhanced disaster resilience, with many Local Governments upgrading their assets and facilities with solar and battery storage capabilities. In April 2022, WALGA commenced an aggregated purchase arrangement on behalf of the sector to deliver both economic savings and emission reductions to participating Local Governments. It is estimated that the first three-year term of the contract collectively delivered cost savings of approximately $34 million and sustainability benefits through carbon offsets. The second iteration of the project, involving 50 Local Governments, commenced in early 2025 has projected savings of $34 million to participating members in addition to substantial renewable energy and sustainability co-benefits.

The uptake of electric vehicles has also gained momentum with the Australian and State Governments investing in charging infrastructure and implementing programs to encourage the adoption of electric vehicles. Many Local Governments have also been transitioning their fleets and installing corporate and public use charging infrastructure.

In 2024, after two years of project development, WALGA successfully secured $4.51 million ($3.51 million funding from the Australian Renewable Energy Agency (ARENA) and $1 million from the State Government) to fund charging infrastructure and energy upgrades to support the transition to electric vehicles across 22 Local Governments. 105 charging stations were delivered under the project and participating Local Governments co-invested $7.68 million to roll out more than 140 Electric Vehicles to replace petrol and diesel vehicles.

In May 2025, changes to the National Construction Code came into effect. These changes included a strong focus on energy efficiency of new builds and expanding requirements for commercial buildings to facilitate electric vehicle charging infrastructure, solar and battery storage.

Local Governments play a role in the compliance and uptake of these standards both with industry and their communities. To support this, WALGA developed a discussion paper in 2022 to explore the opportunities for Local Government in supporting the Trajectory for Low Energy Buildings. The Trajectory is a national plan to achieve net zero carbon and energy residential and commercial buildings and provides recommendations to improve energy efficiency in existing buildings. WALGA's State Council endorsed its support of the Trajectory in 2021.

WALGA also provides secretariat support to the Western Australian Local Government Climate and Sustainability Alliance (WASCA), a growing sector-led officer network with over 100 officers from 45 Local Governments seeking to share knowledge and build capacity across the sector in climate related activities.

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7. Draft Advocacy Position

The current climate change Advocacy Position reflects the policy and legislative environment and lower level of political consensus regarding the science of climate change at that time.

Importantly, the Australian Government has legislated Australia's emissions reductions targets of 43 per cent below 2005 by 2030 and net zero by 2050, consistent with Australia's commitments under the Paris Agreement. The Western Australian Government has indicated that it is committed to achieving net zero emissions by 2050 in line with the national legislated target, although it has not committed to progressing with legislating this target.

Local Governments' general function under the *Local Government Act 1995* has also been expanded to include planning for, and mitigating, the risks associated with climate change.

Climate analysis and projections emphasise the need for action to adapt to the escalating impacts from climate change on Australia and Western Australia, including more frequent and severe disaster events, as well as more heatwaves and rising sea levels.

Taking these factors into consideration, along with the feedback provided by the sector regarding the need for dedicated funding and support for emissions reduction and adaptation, WALGA has developed the following revised, draft Climate Change Advocacy Position:

1. *Local Government acknowledges the risks associated with, and is committed to, addressing climate change.*
2. *WALGA calls on the Australian and Western Australian Governments to:*
    a. *Provide the necessary climate leadership, coordination and action to ensure an orderly transition to achieve emission reduction targets and address the impacts of climate change.*
    b. *Provide dedicated funding, guidance and practical support to assist Local Governments to undertake emissions reduction and adaptation actions.*

WALGA is seeking Council endorsed feedback on the draft Climate Change Advocacy Position by COB Friday, 1 May 2026. Feedback can be provided to environment@walga.asn.au.

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9.11 Yued Aboriginal Heritage Agreement

File Reference	
Report Date	22 April 2026
Applicant/Proponent	Yued Aboriginal Corporation
Officer Disclosure of Interest	Nil
Previous Meeting Reference	Nil
Prepared by	Sean Fletcher – Chief Executive Officer
Senior Officer	Sean Fletcher – Chief Executive Officer
Authorised by	Sean Fletcher – Chief Executive Officer
Attachments	1 Noongar Heritage Agreement for Local Governments 2. Yued Heritage Protection Agreement

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PURPOSE

For Council to consider the appropriate Aboriginal heritage agreement framework between the Shire and Yued Aboriginal Corporation, noting Yued Aboriginal Corporation's preferred agreement position, the governance, operational and financial implications of the Noongar Heritage Agreement for Local Government (NHALG) when compared with the Yued Aboriginal Heritage Protection Agreement (YHPA), and to endorse a structured work program to progress a defensible agreement outcome for further Council consideration.

BACKGROUND

Discussions between the Shire of Victoria Plains and Yued Aboriginal Corporation regarding Aboriginal heritage agreements have been occurring since January 2025.

From 15 January 2025, Aboriginal heritage processes and agreement frameworks began forming part of the Shire's broader engagement with the Department of Planning, Lands and Heritage (DPLH) on land, tenure and heritage matters. This early engagement informed subsequent consideration by the Chief Executive Officer and Council regarding appropriate heritage agreement models suitable for local government.

By early April 2025, discussions had progressed directly with Rewi Lyall, Chief Executive Officer of Yued Aboriginal Corporation. On 4 April 2025, Mr Lyall provided formal correspondence enclosing two agreement templates:

- the Yued Aboriginal Heritage Protection Agreement (YHPA); and
- the Noongar Heritage Agreement for Local Government (NHALG).

In that correspondence, Mr Lyall advised that the YHPA is Yued Aboriginal Corporation's preferred agreement, and that the NHALG was provided for comparison purposes.

On 11 April 2025, the Chief Executive Officer acknowledged receipt of the documentation and referred to the outcomes of a recent meeting with Mr Lyall, noting the constructive and positive nature of that engagement.

Given the significance of selecting an appropriate agreement framework, Council requested direct advice from the Department of Planning, Lands and Heritage to clarify:

- the nature of Aboriginal heritage agreements;
- the distinction between Government-endorsed agreements and proponent-style agreements; and
- the suitability of different agreement models for local government.

As a result, Glenn Shaw, Manager – Partnerships and Agreements, Heritage and Property Services, Department of Planning, Lands and Heritage, attended the Shire and briefed Council on Aboriginal heritage agreement pathways on 30 July 2025, accompanied by a Senior Heritage Officer. This briefing was undertaken at Council's request.

The Department's advice, both through correspondence and the Council briefing, was that while Regional Corporations may develop alternative agreements, the Noongar Standard Heritage Agreement (NSHA) and the Noongar Heritage Agreement for Local Government (NHALG) remain the only Government-endorsed heritage agreement forms, and that local governments should seek independent advice to ensure any agreement aligns with their governance, financial and operational requirements.

This report brings those discussions together and provides Council with a consolidated assessment to guide the next stage of consideration.

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COMMENT

Overview of the NHALG (Attachment 1)

The Noongar Heritage Agreement for Local Government establishes a standing framework governing how the Shire and Yued Aboriginal Corporation engage in relation to proposed activities within the Agreement Area. The agreement addresses Activity Notices, assessment of whether surveys are required, survey methodologies, timeframes, confidentiality, dispute resolution and reporting.

The NHALG expressly excludes emergency activities that are urgently required to secure life, health or property, or to prevent or address an imminent hazard, allowing such works to proceed immediately.

Yued Aboriginal Corporation's Preferred Agreement (Attachment 2) and Comparison

The Yued Aboriginal Corporation has identified the Yued Aboriginal Heritage Protection Agreement (YHPA) as its preferred agreement model.

The YHPA is drafted as a proponent-style, project-based agreement, reflecting an agreement structure typically used for commercial entities or discrete development projects. This model includes higher indicative daily survey rates, a percentage-based administration fee without a cap, and more limited termination and flexibility provisions.

By contrast, the NHALG:

- is expressly designed for local government operations;
- recognises the Shire's ongoing, multi-project service delivery role;
- includes fixed and capped administration fees;
- provides clearer pathways for low ground disturbance and routine works;
- includes express emergency exemptions; and
- allows termination for convenience, providing governance flexibility.

The Department of Planning, Lands and Heritage has advised that the NHALG is the appropriate Government-endorsed agreement for local government use.

Accordingly, the issue for Council is not whether to engage with Yued Aboriginal Corporation, but which agreement framework best aligns with the Shire's statutory responsibilities, service delivery role, financial stewardship and governance framework.

Operational Implications
The NHALG does not prevent the Shire from undertaking tourism infrastructure, emergency management treatment works or cooperative projects.

Planned works proceed through a structured Activity Notice and assessment process, emergency works may proceed immediately where urgency applies, and cooperative or joint initiatives with Yued Aboriginal Corporation (including ranger-led activities) can be progressed within the framework of the agreement, subject to appropriate scoping and procurement requirements.

Application of NHALG Principles Pending Finalisation
Advice provided to Council by Glenn Shaw, Manager – Partnerships and Agreements, Department of Planning, Lands and Heritage, confirmed that the Noongar Heritage Agreement for Local Government (NHALG) is not only a contractual instrument, but also reflects a set of principles that local governments may lawfully apply in practice while a formal agreement is being developed.

These principles provide a practical and governance-appropriate framework for engagement and decision-making and can be applied by the Shire on an interim basis.

4.1 Recognition of Aboriginal Interests

The NHALG is founded on the principle that Aboriginal people hold particular cultural, historical and heritage interests within the district. Early recognition of these interests supports informed planning and decision-making and aligns with the Shire's statutory obligations under section 3.1 of the *Local Government Act 1995*.

4.2 Proportional and Risk-Based Approach

The NHALG adopts a proportional, risk-based approach to heritage management. Activities are assessed according to their potential heritage impact, distinguishing between low-ground-disturbance or routine works and higher-risk activities that may require surveys or further investigation. This ensures appropriate focus of time, cost and effort.

4.3 Early Engagement and Due Diligence

A key principle is early engagement and due diligence, enabling potential heritage considerations to be identified before works are committed. This reduces the risk of project delay, non-compliance or reactive decision-making.

4.4 Certainty, Consistency and Transparency

The NHALG promotes consistent and transparent processes across multiple projects, including clear notice procedures, assessment pathways and cost structures. For local government, this supports repeatable decision-making and financial predictability across ongoing works programs.

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4.5 Good-Faith and Respectful Engagement

The framework is underpinned by respectful, good-faith engagement, characterised by open communication, timely responses and a collaborative approach. This principle can and should be applied regardless of whether a final agreement has been executed.

4.6 Appropriateness to the Local Government Role

A defining principle of the NHALG is that obligations and procedures must be appropriate to the role of local government, recognising that councils are not commercial proponents but continuous service providers operating within public accountability and budgetary constraints.

4.7 Emergency and Public Safety Priority

The NHALG recognises that emergency response and public safety are core functions of local government. Urgent works required to protect life, health or property, or to address an imminent hazard, should not be delayed, with heritage considerations addressed appropriately once immediate risks are managed.

Conclusion

The consideration of an Aboriginal heritage agreement is not a question of whether the Shire should engage with Yued Aboriginal Corporation, but how that engagement is structured in a manner that is lawful, proportionate and appropriate to the local government role.

The information set out in this report demonstrates that:

- Yued Aboriginal Corporation has identified a preferred proponent-style agreement;
- the Department of Planning, Lands and Heritage has advised that the Noongar Heritage Agreement for Local Government is the appropriate Government-endorsed agreement framework for local governments; and
- the NHALG provides a principled, transparent and workable model that aligns with the Shire's statutory obligations, financial stewardship responsibilities and ongoing service delivery role.

Council has also been advised that the principles underpinning the NHALG can be applied in practice while a formal agreement is being developed, enabling the Shire to continue to engage respectfully and in good faith with Yued Aboriginal Corporation, while ensuring appropriate governance oversight and risk management.

Accordingly, this matter is now at a point where Council's role is to provide strategic direction on the preferred framework, enabling further detailed work to proceed and a final agreement and implementation approach to be brought back to Council for consideration.

CONSULTATION

Rewi Lyall, Chief Executive Officer – Yued Aboriginal Corporation including with CEO and Council.

Department of Planning, Lands and Heritage (including Glenn Shaw) including with CEO and Council

Internal consultation: Deputy CEO, Planning, Works, Emergency Management / Ranger functions, Community Development Officer

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STATUTORY CONTEXT

Aboriginal Heritage Act 1972 (WA)

The *Aboriginal Heritage Act 1972* provides for the protection and preservation of Aboriginal heritage in Western Australia. The Act makes it an offence to excavate, damage, destroy or alter an Aboriginal site unless authorised, and establishes the framework for consultation, investigation and approval where activities may impact Aboriginal heritage.

In particular:

- the Act places a responsibility on land users and decision-makers to avoid harm to Aboriginal heritage where possible;
- where harm cannot be avoided, a statutory approval process applies (including referral and decision-making mechanisms under the Act); and
- Aboriginal heritage agreements are recognised as an important due diligence and risk-management mechanism to support lawful activity and informed decision-making.

The Noongar Heritage Agreement for Local Government operates alongside the Act, providing a structured process for engagement, assessment and surveys prior to works occurring. It does not displace the Act, nor does it remove the need for formal statutory approvals where required. Rather, it supports compliance with the Act by clarifying consultation pathways, information flows and agreed procedures.

Local Government Act 1995 (WA)

The *Local Government Act 1995* establishes the system of local government in Western Australia and defines the general function of local governments at section 3.1.

Section 3.1(1) provides that the general function of a local government is to *provide for the good government of persons in its district*. Section 3.1(1A) further requires that, in performing that function, a local government must have regard to a number of matters, including:

- the need to recognise the particular interests of Aboriginal people; and
- the need to involve Aboriginal people in decision-making processes.

These provisions place a clear statutory responsibility on local governments to ensure that Aboriginal people are appropriately recognised and involved where decisions affect land, heritage, services or place-based outcomes.

In this context, the Shire's engagement with Yued Aboriginal Corporation, and its consideration of an Aboriginal heritage agreement, is a lawful and necessary exercise of its general function under the Act. The choice of agreement framework must therefore support meaningful Aboriginal involvement while remaining appropriate to the Shire's statutory role, governance obligations and service-delivery responsibilities.

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CORPORATE CONTEXT

Strategic Business Plan/Corporate Business Plan

The Heritage Agreement is applicable across the Shire's strategies:

STRATEGIC PRIORITIES	WE KNOW WE ARE SUCCEEDING WHEN
1. COMMUNITY	
1.2 Inclusive community activities, events and initiatives	Community Development Officer jointly plans and works with local groups
	We increase the number and diversity of sport, recreation, learning and cultural events
1.3 Recreational, social and heritage spaces are safe and are activated	Shire owned community buildings and places of interest are well maintained and used

STRATEGIC PRIORITIES	WE KNOW WE ARE SUCCEEDING WHEN
2. ECONOMY	
2.1 We understand traditional and emerging industries across the Shire	Communities and opportunities are promoted by the Shire We forward plan for emerging industries

STRATEGIC PRIORITIES	WE KNOW WE ARE SUCCEEDING WHEN
3. ENVIRONMENT	
3.2 Conservation of our natural environment and resources	Responsive and a high standard of Ranger services
	Nature reserves in our control are managed and protected
	Shire water resources are efficient, equitable and we advocate for improvements in the network

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STRATEGIC PRIORITIES	WE KNOW WE ARE SUCCEEDING WHEN
4. CIVIC LEADERSHIP	
4.2 Shire communication is regular, clear and transparent	Residents and community groups believe they are being listened to and fairly treated

Delegation

Nil

Policy Implications

Nil

Other Corporate Document

Nil

Risk Analysis

Failure to appropriately manage Aboriginal heritage obligations and engagement processes if the Shire does not adopt or implement a consistent Noongar Heritage Agreement framework, potentially resulting in non-compliance with heritage legislation, project delays, reputational damage, or legal challenge.

Consequence	Consequence Rating:	Likelihood Rating:	Risk Rating	Risk Acceptance/ Controls	Mitigation and Outcome
Delays or cessation of Shire works and projects due to heritage disputes; Increased exposure to legal challenge or regulatory action; Damage to relationships with Noongar Traditional Owners and regional Aboriginal Corporations; Reputational impact to the Shire as a public authority.		At least once per year		Existing heritage due diligence processes undertaken on a project-by-project basis; Engagement with State agencies (DPLH) and sector guidance through WALGA; Governance oversight by the CEO and reporting through Council and the Audit, Risk and Improvement Committee Aboriginal heritage risks captured within the Shire's Governance and Compliance risk profile.	**Mitigation Measures** Adoption of the **Noongar Heritage Agreement for Local Government (NHALG)** to provide a consistent, transparent, and legally aligned framework for heritage engagement; Clear governance and delegation arrangements for heritage matters; Early and structured engagement with the YAC; Ongoing monitoring and review of heritage-related risks

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					through the Shire's Risk Register. **Outcome** With the above controls in place, the **residual likelihood reduces to Unlikely (2)** and the **residual risk rating reduces to Moderate (6)**, which is acceptable with routine monitoring under the Shire's Risk Acceptance Criteria

FINANCIAL IMPLICATIONS

CEO Context on Cost and Risk

In considering the financial implications of an Aboriginal heritage agreement, it is important to distinguish between unavoidable heritage costs and the degree of certainty and control available to the Shire in managing those costs over time. The issue for Council is not whether costs will be incurred, but whether the agreement framework provides predictable, transparent and proportionate cost exposure across multiple projects, consistent with local government budgeting and accountability requirements.

The comparison below assists Council in understanding how each agreement structures survey rates and administration charges.

Comparison of Indicative Survey Rates and Costs

Cost Component	NHALG – Local Government Agreement	YHPA – Preferred by Yued
Principal Aboriginal Heritage Consultant (per day)	$1,800	$2,200 – $2,800
Heritage Survey Team Member / Knowledge Holder (per day)	$1,200	$1,500 – $2,000
Youth / Trainee participation (per day)	$850 (where applicable)	Not specified
Administration fee	Fixed, capped fee per survey	Percentage of total cost, uncapped
Cost certainty	High	Lower

While heritage survey costs are unavoidable where required, the NHALG provides greater predictability and financial control across the Shire's capital and operational programs. These implications will be further refined through the independent financial review proposed in this report.

VOTING REQUIREMENTS

Simple Majority

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Officer Recommendation

That Council:

1. **NOTES** the information contained in this report, including:
    - Yued Aboriginal Corporation's preferred heritage agreement position;
    - The advice of the Department of Planning, Lands and Heritage regarding Government-endorsed heritage agreement frameworks; and
    - The statutory obligations of the Shire under the *Local Government Act 1995* and the *Aboriginal Heritage Act 1972*.
2. **ACKNOLEDGES** that section 3.1 of the *Local Government Act 1995* requires the Shire, in performing its general function, to recognise the particular interests of Aboriginal people and to involve Aboriginal people in decision-making processes.
3. **ENDORSES**, in principle, the Noongar Heritage Agreement for Local Government as the Shire's preferred agreement framework for progressing heritage engagement with Yued Aboriginal Corporation, noting its appropriateness to the local government role.
4. **SUPPORTS** the application of the key principles of the NHALG, as outlined in this report, as an interim governance and engagement framework while a formal agreement is being developed.
5. **REQUESTS** the Chief Executive Officer to:
    - Undertake the necessary legal, financial and operational review of the NHALG;
    - Continue engagement with Yued Aboriginal Corporation in good faith; and
    - Return a final agreement and proposed implementation framework to Council for consideration and execution.

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Noongar Heritage Agreement for Local Government

Yued Aboriginal Corporation (ICN: 9579)

Name of Local Government: Enter details here

NHALG Reference Number: Enter number here

Date: Select date

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Date

THIS AGREEMENT is made on Click here to enter a date.

Parties

Yued Aboriginal Corporation (ICN: 9579) of 23/2 Delhi Street, West Perth 6005 (**YAC**)

Local Government: Enter details here

ABN or ACN: Click here to enter text.

Recitals

A. YAC represents the Yued People in relation to Aboriginal Heritage matters in the Agreement Area.

B. The Local Government wishes to conduct Activities in the Agreement Area.

C. The Parties have entered into this Agreement to ensure that the Activities are carried out in a manner that protects Aboriginal Sites and Aboriginal Objects to the greatest extent possible.

D. Under the *Aboriginal Heritage Act 1972* (WA) the Minister for Aboriginal Affairs and his delegated officers have the responsibility for recording, preserving and protecting places that are of significance in Western Australia. Officers in DPLH may provide the Parties with information about the evaluation and recording of sites upon request to assist with the processes set out in this NHALG.

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The Parties agree as follows:

Agreed Terms

1. Definitions and interpretation

1.1 Definitions

In this NHALG, unless the contrary intention appears:

Aboriginal Cultural Business means a funeral, event or other ceremony that, in accordance with traditional laws and customs, the members of the Agreement Group are required to attend or that prevents the members of the Agreement Group from attending to day to day business.

Aboriginal Heritage means the cultural heritage value of an Aboriginal Site or of an Aboriginal Object.

Aboriginal Heritage Act means the *Aboriginal Heritage Act 1972* (WA).

Aboriginal Heritage Act Minister means the Minister in the Government of the State from time to time responsible for the administration of the Aboriginal Heritage Act.

Aboriginal Heritage Act Register means the register of places and objects established and maintained under section 38 of the Aboriginal Heritage Act.

Aboriginal Heritage Act Registrar means the 'Registrar of Aboriginal Sites' appointed under section 37(1) of the Aboriginal Heritage Act.

Aboriginal Heritage Act Section 16 Application means an application to the Aboriginal Heritage Act Registrar for authorisation under section 16 of the Aboriginal Heritage Act to enter upon an Aboriginal Site and to excavate the site or to examine or remove anything on or under the site.

Aboriginal Heritage Act Section 18 Application means an application to the Aboriginal Heritage Act Minister for consent under section 18 of the Aboriginal Heritage Act to use land.

Aboriginal Heritage Agreement means an agreement with YAC concerning Aboriginal Heritage Surveys in the Agreement Area. To avoid doubt, this NHALG is a form of Aboriginal Heritage Agreement.

Aboriginal Heritage Service Provider means the person or company engaged by YAC, or by the Local Government, to plan and carry out a Survey or Surveys in the Agreement Area. The Aboriginal Heritage Service Provider may be the same as the Principal Aboriginal Heritage Consultant, or may be a separate entity or person. The Aboriginal Heritage Service Provider may also be YAC.

Aboriginal Heritage Survey means a survey conducted to assess the potential impacts of Activities on Aboriginal Heritage, whether or not conducted under this NHALG and may include anthropological, ethnographic or archaeological investigations as appropriate. To avoid doubt, an Aboriginal Heritage Survey includes a Survey.

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Aboriginal Object means an object to which the Aboriginal Heritage Act applies by operation of section 6 of the Aboriginal Heritage Act.

Aboriginal Site means a place to which the Aboriginal Heritage Act applies by operation of section 5 of the Aboriginal Heritage Act, including sites that are not on the Aboriginal Heritage Act Register.

ACMC means the Aboriginal Cultural Material Committee established under section 28 of the Aboriginal Heritage Act.

Activity means physical works or operations, involving entry onto the Agreement Area (whether on the surface of the land or waters, or under or over that surface).

Activity Notice means a notice issued by the Local Government to YAC under clause 8.2.

Activity Notice Response means notice given by YAC to the Local Government under clause 8.3(a).

Activity Program means all Activities described in an Activity Notice.

Agreement Area means the area to which this NHALG applies, being the land and waters described in Schedule 3.

Business Day means a day that is not a Saturday, Sunday or public holiday in Perth, Western Australia.

CATSI Act means the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth).

Confidential Information has the meaning given in clause 19.1.

CPI means the Consumer Price Index, All Groups Index, number for Perth, Western Australia, published from time to time by the Australian Bureau of Statistics (catalogue number 6401.0). If that index ceases to be published by the Australian Bureau of Statistics then CPI shall mean such other index as represents the rise in the cost of living in Perth, Western Australia, as the State reasonably determines after consulting with YAC.

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CPI Calculation means:

$$A \times \frac{CPI_{n}}{CPI_{base}}$$

where:

A = the initial base payment under this NHALG as set out in Schedule 5;

CPI_{n} = the latest June quarterly CPI number as published each year by the Australian Bureau of Statistics;

CPI_{base} = the June 2014 quarterly CPI number as published by the Australian Bureau of Statistics in the second half of the 2014 calendar year.

DPLH has the meaning given to Department in section 4 of the Aboriginal Heritage Act and as at the Effective Date is the State's Department of Planning, Lands and Heritage.

DPLH Guidelines means the Guidelines with respect to preparing Aboriginal Heritage Survey reports and applications to the ACMC under section 18 of the Aboriginal Heritage Act published on the DPLH website as modified from time to time.

Due Diligence Guidelines means the current Aboriginal heritage due diligence guidelines issued by the DPLH as amended from time to time.

Effective Date means the date on which this NHALG comes into force and effect as an agreement between the Parties, as more particularly described in clause 4.1.

Estimated Survey Costs has the meaning given in clause 9.5(b).

Event of Default means any of the events described in clause 17.1(b).

Force Majeure means an event or cause beyond the reasonable control of the Party claiming force majeure comprising any of the following:

(a) act of God, lightning, storm, flood, fire, earthquake, explosion, cyclone or wind and wave conditions associated with a cyclone, tidal wave, landslide, adverse weather conditions;

(b) strike, lockout or other labour difficulty;

(c) act of public enemy, war, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, terrorism; or

(d) the effect of any law or authority exercised by a government authority or official by law.

GPS means a global positioning system device.

Ground Disturbing Activity means any Activity that is not Low Ground Disturbance Activity or Minimal Impact Activity.

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GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes all associated legislation and regulations and any legislation or regulations substituting for or amending any of the foregoing.

Heritage Information Submission Form means the form referred to in Schedule 7 and, if that form is up-dated by DPLH, that form as set out at the relevant time on the DPLH ACHknowledge Portal (achknowledge.dplh.wa.gov.au).

Insolvency Event means where a Party:

(a) commits an act of insolvency under and for the purposes of the Corporations Act 2001 (Cth) or the CATSI Act; or
(b) is placed under external administration under and for the purposes of Chapter 5 of the Corporations Act 2001 (Cth); or
(c) is placed under external administration under and for the purposes of Chapter 11 of the CATSI Act; or
(d) is unable to pay all its debts as and when they become due and payable.

Last Fieldwork Day has the meaning given in clause 12.1.

Local Government Procurement Requirements means the Local Government Act 1995 (WA), the Local Government (Functions and General) Regulations 1996 (WA), and the Local Government Purchasing Policy, as amended from time to time.

Local Government Purchasing P**olicy** means a purchasing policy adopted by the Local Government under regulation 11A of the Local Government (Functions and General) Regulations 1996 (WA).

Low Ground Disturbance Activity means any Activity that involves only minor ground disturbance. Low Ground Disturbance Activity includes the following:

(a) sampling using hand methods (including hand augering); and

(b) geophysical, biological, environmental or conservation surveys, including installing monitoring plots and marker posts; and

(c) establishing temporary camps for exploration, environment or conservation purposes, where the establishment of the temporary camp does not require the removal of trees or shrubs and does not require any earthworks; and

(d) reconnaissance and patrol in light vehicles; and

(e) drilling using hand held rig or rig mounted on 4 wheel vehicle and only on cleared tracks; and

(f) drilling using existing access and without the construction of new roads and tracks (and where use of the existing roads or tracks involves no disturbance to plant roots); and

(g) digging pitfall traps and temporary trenches for small animals; baiting and installation of temporary fences and nest boxes; and

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(h) removing soil and flora samples and cores up to 20 kilograms, and up to a depth of two metres from the natural surface; and

(i) collecting and removing loose rocks, firewood, flora or fauna; and

(j) fossicking for rocks and gemstones; and

(k) conducting tests for water, site contamination, or other scientific or conservation purposes; and

(l) maintaining and refurbishing existing facilities, including recreation and camping facilities, water points, signs and other structures; and

(m) maintaining but not widening existing roads, drains, culverts, bridges, trails, tracks, fence lines and firebreaks; and

(n) erecting signage and barriers using hand and mechanical augers; and

(o) revegetating of degraded areas, including fencing areas of vegetation; and

(p) rehabilitating previously disturbed areas, including ripping, scarifying, matting, brushing, seeding and planting; and

(q) carrying out species recovery programs; and

(r) erosion control activities around existing roads, infrastructure or facilities; and

(s) weed control using hand, mechanical and chemical methods of control excluding excavation or furrowing of soil; and

(t) conducting tourism operations that:

  (i) are based in established facilities; or

  (ii) require the establishment of new facilities that require no, or only minor, ground disturbance; and

(u) any other use of hand-held tools, not referred to in the preceding paragraphs; and

(v) events such as car rallies and marathons using existing roads, stock routes or pastoral lease tracks; and

(w) walking, driving or riding tours using existing roads, stock routes, pastoral lease tracks or historical trails (official or unofficial); and

(x) exercise of grazing rights permitted under Division 3, Subdivision G of the *Native Title Act 1993*; and

(y) the laying of water pipelines across the ground where no excavation is required; and

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(z) any other Activities agreed in writing by the Parties to be Low Ground Disturbance Activities.

Minimal Impact Activity means any Activity that involves minimal or no ground disturbance. Minimal Impact Activity includes the following:

(a) Walking, photography, filming; and

(b) Aerial surveying and magnetic surveys; and

(c) Use of existing tracks and water courses; and

(d) Environmental monitoring; and

(e) Water and soils sampling; and

(f) Fossicking using hand held instruments; and

(g) Spatial measurement; and

(h) Scientific research, using hand held tools; and

(i) Cultivation and grazing in previously cultivated/grazed areas; and

(j) Maintenance of existing paths, walls, fences, roads, tracks, bridges, public infrastructure (e.g. electrical, water, sewage) and community utilities within the existing footprint and adjacent service areas; and

(k) Feral animal eradication, weed, vermin and pest control, vegetation control and fire prevention; but excluding construction of fences, infrastructure and clearing of native vegetation; and

(l) Light vehicular access and camping using existing tracks and involving no clearance of vegetation.

Noongar Boodja Trust Deed means the Trust Deed as defined in the Yued ILUA.

Noongar Boodja Trustee means the Trustee appointed under the Noongar Boodja Trust Deed from time to time.

NHALG means this Noongar Heritage Agreement for Local Government.

Party means a party to this NHALG and **Parties** mean any 2 or more of them as the case requires.

Preliminary Advice means advice, in writing, complying with clause 12.3(a).

Principal Aboriginal Heritage Consultant means the anthropologist, archaeologist or other appropriately qualified professional nominated and agreed under clauses 8.3(d) or 9.6.

Program of Proposed Works means the program of proposed works for a specified period prepared by a Local Government that will be carried out, wholly or partially, in the Agreement Area.

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Regional Corporation has the meaning given in the Noongar Boodja Trust Deed.

Sensitive Heritage Information means culturally restricted information about Aboriginal Sites or any other items of Aboriginal Heritage, provided by the Yued Aboriginal Consultants during the course of or in relation to a Survey, including where such information is contained in any Survey Report.

Site Avoidance Model means a Survey methodology involving the identification of areas where Activity should not be undertaken because of the presence of an Aboriginal Site within that area.

Site Avoidance Survey means a Survey carried out using the Site Avoidance Model.

Site Identification Model means a Survey methodology involving the identification of Aboriginal Sites.

Site Identification Survey means a Survey carried out using the Site Identification Model.

Survey means an Aboriginal Heritage Survey conducted under this NHALG.

Survey Agreement Date has the meaning given in clauses 9.1(a) or 9.1(b).

Survey Agreement Period has the meaning given in clause 9.1(d).

Survey Area means the area of land or waters the subject of a Survey, or proposed to be the subject of a Survey.

Survey Methodology means either a Site Avoidance Model or a Site Identification Model.

Survey Report means a report of the results of a Survey, containing the information set out in clause 12.4 and Schedule 6.

Survey Team has the meaning given in clause 10.1.

Yued Aboriginal Consultants means:

(a) those members of YAC or the Yued People who have been identified by YAC as persons who can speak about the Survey Area; and, where applicable

(b) persons identified by DPLH in consultation with YAC who have previously been recorded on the Aboriginal Heritage Act Register in relation to particular sites in the Survey Area.

Yued Aboriginal Heritage Liaison Officer means the person appointed under clause 10.1(a)(ii).

Yued ILUA means the Indigenous Land Use Agreement described in items 1 to 4 of Schedule 2.

Yued People means the Native Title Agreement Group as defined in the Yued ILUA.

1.2 Interpretation — general

In this NHALG, unless the contrary intention appears:

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(a) the headings and subheadings in this NHALG are inserted for guidance only and do not govern the meaning or construction of any provision of this NHALG;

(b) words expressed in the singular include the plural and vice versa;

(c) a reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure to this NHALG and a reference to this NHALG includes any recital, schedule or annexure;

(d) a reference to a document, agreement (including this NHALG) or instrument is to that document, agreement or instrument as varied, amended, supplemented, or replaced;

(e) a ‘person’ includes a company, partnership, firm, joint venture, association, authority, corporation or other body corporate, trust, public body, Local Government or Government Proponent;

(f) a reference to a 'person' (including a Party to this NHALG) includes a reference to the person's executors, administrators, successors and permitted assigns, transferees or substitutes (including persons taking by permitted novation);

(g) a reference to a person, statutory authority or government body (corporate or unincorporate) established under any statute, ordinance, code, legislation or other law includes a reference to any person (corporate or unincorporate) established or continuing to perform the same or substantially similar function;

(h) a reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not it is in writing;

(i) ‘including’ means ‘including but not limited to’;

(j) a reference to a statute, ordinance, code, legislation or other law includes regulations and other instruments under it and amendments, re-enactments, consolidations or replacements of any of them;

(k) a reference to dollars or $ is a reference to the currency of Australia;

(l) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(m) a reference to a month is to be interpreted as the period of time commencing at the start of any day in one of the calendar months and ending immediately before the start of the corresponding day of the next calendar month or if there is no such day, at the end of the next calendar month;

(n) references to time are to local time in Perth, Western Australia;

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(o) where time is to be reckoned from a day or event, that day or the day of that event is excluded;

(p) if the day on or by which a person must do something under this NHALG is not a Business Day, the person must do it on or by the next Business Day; and

(q) if any conflict arises between the terms and conditions contained in the clauses of this NHALG and any recitals, schedules or annexures to this NHALG, the terms and conditions of the clauses of this NHALG shall prevail.

1.3 Interpretation — liabilities and benefits

In this NHALG, unless the contrary intention appears:

(a) any agreement, representation, warranty or indemnity set out in this NHALG which is in favour of YAC and the members is for the benefit of them jointly and severally; and

(b) any agreement, representation, warranty or indemnity in favour of the Local Government, where the Local Government comprises more than one entity, is for the benefit of them jointly and severally; and

(c) any agreement, representation, warranty or indemnity which is given by the Local Government, where the Local Government comprises more than one entity, binds them jointly and severally.

2. No Application of this NHALG to Emergency Activities

This Agreement does not apply to Activities which are urgently required to secure life, health or property, or to prevent or address an imminent hazard to life, health or property of any person.

3. Execution and effect of this NHALG

(a) Execution of this NHALG may take place by YAC and the Local Government executing any number of counterparts of this NHALG, with all counterparts together constituting the one instrument.

(b) If this NHALG is to be executed in counterparts, the Parties must execute sufficient numbers for each of them to retain one instrument (constituted by the counterparts).

(c) Notwithstanding the prior provisions of this clause 3, the Parties acknowledge that, in order to avoid possible confusion, it is their intention that all Parties shall execute one instrument (in sufficient copies for each Party to retain an executed copy).

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4. Term and termination

4.1 Commencement

This NHALG comes into force and effect as between the Local Government and YAC on the date that the last of those Parties executes this NHALG.

4.2 Termination

This NHALG shall terminate on the occurrence of whichever of the following events is first to occur:

(a) all Parties agree in writing to end this NHALG;

(b) as referred to in clause 17.2(d), a court order is made to wind up either Party as the result of an Event of Default.

(c) At any time following the commencement of the NHALG under clause 4.1 either party may, at its sole discretion, terminate this NHALG for its convenience by giving the other Party 30 days' written notice (in which case the NHALG will terminate upon the expiry of that notice period).

4.3 Termination or de-registration of Yued ILUA does not affect NHALG

Notwithstanding the termination or de-registration of the Yued ILUA, this NHALG shall continue to apply to the Parties with full force and effect, to the extent that this NHALG has commenced under clause 4.1.

4.4 Survival of provisions and entitlements upon termination

This NHALG ceases to have any force or effect on and from the date of termination, save that:

(a) any entitlements, obligations or causes of action which accrued under this NHALG prior to termination survive termination;

(b) clauses 1, 4.4, 6, 12.7, 13, 18, 19, 21, 22, 25.2, 25.3, 25.4 and 25.6 survive termination.

5. Area to which this NHALG applies

This NHALG applies to the Agreement Area.

6. Authority, representations and warranties

6.1 YAC representations and warranties

YAC represents and warrants, for the benefit of the Local Government, that:

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(a) it is the Regional Corporation for the Agreement Area;

(b) it represents the Yued People in respect of Aboriginal Heritage matters within the Agreement Area;

(c) all conditions and things required by applicable law to be fulfilled or done (including the obtaining of any necessary authorisations) in order to enable it lawfully to enter into, exercise its rights and perform its obligations under, this NHALG have been fulfilled or done; and

(d) it knows of no impediment to it performing its obligations under this NHALG.

6.2 Local Government representations and warranties

The Local Government represents and warrants, for the benefit of YAC and the Yued People, that:

(a) it is authorised to enter into this NHALG; and

(b) all conditions and things required by applicable law to be fulfilled or done (including the obtaining of any necessary authorisations) in order to enable the Local Government lawfully to enter into, exercise its rights and perform its obligations under, this NHALG have been fulfilled or done; and

(c) it knows of no impediment to the Local Government performing its obligations under this NHALG.

6.3 Reliance on warranties

Each Party acknowledges that the other Parties have relied on the warranties provided in clauses 6.1 or 6.2 (as the case may be) to enter into this NHALG.

6.4 Acknowledgement regarding legal advice

Each Party acknowledges that it has:

(a) had the benefit of legal advice in respect of this NHALG and the effect of it on the rights, obligations and liabilities of each of the Parties to it; and

(b) been provided with an opportunity to consider that advice and all of the provisions of this NHALG before entering into it.

7. Cooperation regarding Aboriginal Sites and proposed Activities

7.1 Early exchange of information — Program of Proposed Works

The Parties acknowledge the importance of an early exchange of information between the Local Government and YAC about proposed Activities in the Agreement Area to enable informed decisions to be made. In accordance with this objective:

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(a) wherever practical, the Local Government shall provide YAC with a Program of Proposed Works for which Activity Notices are likely to be provided in the foreseeable future; and

(b) where, as a result of receiving the Program of Proposed Works YAC becomes aware of any particular cultural heritage concern arising from a proposal to conduct an Activity (including concerns as to the extent of the proposed Activity and the number of sites that may be affected), YAC will use its best endeavours to raise those concerns with the Local Government as soon as practicable after receipt of the Program of Proposed Works.

7.2 Due Diligence Guidelines

(a) The Parties acknowledge the application of the Due Diligence Guidelines as part of the assessment process for considering the impact of any proposed Activity on Aboriginal Heritage; and

(b) Following the issuing of the Activity Notice if there is any doubt as to the impact of any proposed Activity on Aboriginal Heritage after considering the Due Diligence Guidelines, the Parties may seek the advice and assistance of the Aboriginal Heritage Act Registrar or other relevant officer from DPLH, with respect to the provision of further information if appropriate.

7.3 No breach of Heritage Act

(a) Nothing in this NHALG purports to authorise any act or omission that would be in breach of the Aboriginal Heritage Act.

(b) If the Local Government carries out any Activities through contractors, then the Local Government shall ensure that such contractors are made aware of the obligations of the Aboriginal Heritage Act and of this NHALG.

8. The Activity Notice

8.1 Circumstances where no Activity Notice needs to be given

(a) If the Local Government has reasonable grounds to form the opinion that no Survey is required (taking into account the matters referred to in clause 8.1(b) and the Due Diligence Guidelines), the Local Government may elect not to issue an Activity Notice in respect of a proposed Activity Program.

(b) The Local Government does not have to issue an Activity Notice where the Activities proposed to be conducted consist entirely of:

(i) Minimal Impact Activities; or

(ii) Low Ground Disturbance Activities of a class that YAC has notified in writing to the Local Government need not be the subject of an Activity Notice.

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(c) If the Local Government has any doubt, including because of consideration of the Due Diligence Guidelines, as to whether clauses 8.1(a) and 8.1(b) operate to exempt the Local Government from issuing an Activity Notice, then the Local Government shall issue the Activity Notice in any event.

8.2 Giving the Activity Notice

(a) Except where clause 8.1(a) or (b) applies, if the Local Government intends to undertake an Activity in the Agreement Area, it shall issue a notice in writing to YAC in accordance with this clause 8.2 (Activity Notice).

(b) The main purposes of an Activity Notice are:

(i) to provide adequate information to assist YAC to make an assessment as to whether a Survey is required and if so, whether a Site Identification Survey or a Site Avoidance Survey; and

(ii) if a Survey is required, to provide information relevant to the conduct of that Survey.

(c) The Activity Notice shall contain:

(i) the basic information specified in part 1.1 of Schedule 4; and

(ii) the key statements and nominations specified in part 1.2 and the detailed contents specified in part 1.3 of Schedule 4; and

may also contain:

(iii) the additional contents specified in part 2 of Schedule 4.

(d) If the Local Government omits to specify or nominate, in an Activity Notice, any of the particular items referred to in parts 1.2 and 1.3 of Schedule 4, then the default provisions provided in part 3 of Schedule 4 shall apply.

(e) The Parties acknowledge that the Local Government may require compliance with the DPLH Guidelines where the Local Government envisages that it may wish to file an Aboriginal Heritage Act Section 18 Application or Aboriginal Heritage Act Section 16 Application.

(f) YAC acknowledges that the inclusion in an Activity Notice of the matters described in parts 1.2(c) to (f) of Schedule 4 does not prejudice any statement by the Local Government that it considers that no Survey is required.

(g) To avoid doubt, the Local Government may modify any aspect of the Activity Notice up to the time of receiving the Activity Notice Response. Proposed modifications to the Activity Notice after receipt of the Activity Notice Response shall be discussed between the Parties but, acting reasonably, YAC shall have the right to request a fresh Activity Notice instead of dealing with the proposed modified Activity Notice. If a fresh Activity Notice is issued

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the time limits in clause 16.1(a) shall apply as if that were a new Activity Notice. The Local Government may also request any of the items referred to in part 1.2(f) of Schedule 4 at any later time, in accordance with clause 12.2.

8.3 Considering the Activity Notice and deciding whether a Survey is required

(a) YAC will consider the Activity Notice and shall, within 15 Business Days after receipt of such Activity Notice or modified Activity Notice, notify the Local Government in writing as to whether YAC considers that a Survey is required (**Activity Notice Response**). In coming to its decision YAC shall take into account:

(i) the extent to which the Activity Program described in the Activity Notice consists of Low Ground Disturbance Activities; and

(ii) the extent to which the land and waters the subject of the Activity Notice have been the subject of a previous Aboriginal Heritage Survey. In considering this factor, YAC will consider whether it is clear from the reported results of the previous Aboriginal Heritage Survey that the Activities disclosed in the Activity Notice can be carried out without damaging Aboriginal Heritage; and

(iii) any relevant previous decisions by YAC under clause 8.3(b); and

(iv) any other matter YAC reasonably considers relevant, including if appropriate a visit to the Agreement Area with representatives from the Local Government and from DPLH.

(b) The Local Government shall be free to carry out any Activity in the Agreement Area without conducting a Survey where:

(i) YAC so agrees in writing; or

(ii) YAC waives its right under this NHALG to require a Survey of the proposed Activity;

whether in an Activity Notice Response or otherwise.

(c) Either Party may request additional information from the other at any time to enable discussion and proper consideration of the Activity Notice.

(d) If in its Activity Notice Response YAC indicates that it considers that a Survey is required, then the Activity Notice Response shall set out the following additional information:

(i) if different to the opinion given by the Local Government in the Activity Notice in accordance with part 1.2(a) of Schedule 4 a statement of the extent to which the Activity Program consists of Low Ground Disturbance Activity, in YAC's opinion; and

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(ii) if different to the nomination by the Local Government in the Activity Notice in accordance with part 1.2(c) Schedule 4, a nomination of YAC's proposed Survey Methodology; and

(iii) if different to the date or dates nominated by the Local Government in the Activity Notice in accordance with part 1.2(e) of Schedule 4, a nomination of a proposed Survey start date or finish date taking into account the availability of the Aboriginal Heritage Service Provider, if contracted by YAC; and

(iv) if practicable, and subject to clause 9.5(a), an estimate of costs to conduct the Survey; and

(v) where consistent with the Local Government Procurement Requirements for direct contracting of YAC, an election, or not, by YAC as to whether it will:

(A) contract the Aboriginal Heritage Service Provider; or

(B) perform the functions of the Aboriginal Heritage Service Provider itself and, if so, whether it will need to contract a Principal Aboriginal Heritage Consultant; and

(vi) where consistent with the Local Government Procurement Requirements for direct contracting of YAC, if electing to contract the Aboriginal Heritage Service Provider, a nomination of YAC's preferred proposed Aboriginal Heritage Service Providers and (if different to the Aboriginal Heritage Service Provider,) Principal Aboriginal Heritage Consultants; and

(vii) if YAC does not elect either to be the Aboriginal Heritage Service Provider or to contract the Aboriginal Heritage Survey Provider under clause 8.3(d)(v), it will provide the names and contact details of the proposed Yued Aboriginal Consultants for the Survey. If these details are not provided to the Local Government either in the Activity Notice Response or within 10 Business Days after the Survey Agreement Date, the Local Government may contact DPLH for details of persons identified by DPLH who have previously been recorded on the Aboriginal Heritage Register in relation to particular sites in the Survey Area.

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8.4 Disagreements following Activity Notice Response

If, following receipt by the Local Government of the Activity Notice Response, the Parties are in disagreement on any matter concerning the conduct of a proposed Survey, the Parties shall then endeavour to agree on all outstanding matters by following the provisions of clause 9. To avoid doubt, until the Parties have consulted under clause 9 during the period of 20 Business Days referred to in clause 9.1(d), no Party is entitled to invoke the dispute resolution provisions of clause 18 in respect of any matter the subject of this clause 8.

9. Survey agreement and planning

9.1 Operation of this clause 9 – Survey Agreement Date

(a) Subject to clause 9.1(b), the date on which agreement is reached on all matters referred to in clauses 9.2 to 9.7 (inclusive) is the **Survey Agreement Date**.

(b) If after receipt by the Local Government of the Activity Notice Response under clause 8.3(a) the Parties are in agreement about all matters regarding a proposed Survey, then the date of receipt of the Activity Notice Response shall be deemed to be the Survey Agreement Date referred to in clause 9.1(a).

(c) The Parties' discussions under this clause 9 shall be conducted reasonably and in good faith.

(d) The Parties shall ensure that the Survey Agreement Date occurs within 20 Business Days after the date of receipt by the Local Government of the Activity Notice Response (**Survey Agreement Period**).

(e) If any of the matters referred to in clauses 9.2 to 9.7 (inclusive) cannot be agreed during the Survey Agreement Period, then either Party may serve a notice of Dispute in accordance with clause 18.9(a) on or after the first Business Day after the expiry of the 20 Business Days comprising the Survey Agreement Period referred to in 9.1(d).

9.2 Whether a Survey is required

(a) The Parties' discussions regarding whether a Survey is required will be guided by the matters in clauses 8.3(a), and 9.2(b).

(b) The following provisions shall apply to the Parties' discussions about whether a Survey is required.

(i) Where no previous Aboriginal Heritage Survey (whether under this NHALG or otherwise) has been undertaken in relation to the area of land and waters the subject of the Activity Notice, there is a non-binding presumption that a Survey is required unless otherwise agreed or waived in accordance with clause 8.3(b).

(ii) Where this NHALG does not deal with the particular circumstance as to whether a Survey is required, there is a non-binding presumption that a Survey is required.

(iii) Where a previous Aboriginal Heritage Survey (whether conducted under this NHALG or otherwise) has, or if not clear, reasonably appears to have, covered the area the subject of the Activity Notice, there is no presumption either way as to whether a Survey is required. Subject to confidentiality provisions, the Local Government must (if it is in their

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possession or control) provide by way of notice a copy of the written report of the previous Aboriginal Heritage Survey to YAC (if such copy has not already been provided with the Activity Notice).

(iv) Subject to the presumptions in clauses 9.2(b)(i) and 9.2(b)(ii), and the matters described in clause 9.2(b)(iii), in determining whether a Survey is required, the Parties will have regard to the following matters:

(A) the nature of the Activities outlined in the Activity Notice; and

(B) whether there has been any previous Aboriginal Heritage Survey and the age, methodology, participants, standard and results of that survey; and

(C) the extent to which the land has been affected by previous ground disturbing activities; and

(D) whether the Aboriginal Heritage Act Register discloses any Aboriginal Sites on the land the subject of the Activity Notice; and

(E) any relevant matters relating to Noongar practices, laws and customs; and

(F) any other relevant matters raised by any of the Parties.

9.3 Agreements regarding Low Ground Disturbance Activity

(a) The Parties' discussions to confirm the extent of Low Ground Disturbance Activity, and whether a Survey is required in respect of such Activity, will be guided by the definition of Low Ground Disturbance Activity in this NHALG.

(b) If YAC considers that a Survey in respect of any Low Ground Disturbance Activity is required, then YAC and the Local Government will each use their reasonable endeavours to address the concerns of YAC, by modifying the proposed Low Ground Disturbance Activity to limit the impact it may have on Aboriginal Heritage to the extent necessary to remove the need to conduct a Survey.

9.4 Selection of Survey Methodology

The discussions between YAC and the Local Government about Survey Methodology shall be conducted with a view to reaching agreement on a Survey Methodology that is fit for purpose, having regard to YAC's concerns for the Survey Area and the Activities proposed by the Local Government.

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9.5 Estimate of costs of Survey when YAC is contracting Aboriginal Heritage Service Provider

Where YAC has elected to be the Aboriginal Heritage Service Provider or to contract an Aboriginal Heritage Service Provider under 8.3(d)(v), the following provisions apply:

(a) the Parties acknowledge that it may not always be possible for YAC or YAC's nominated Aboriginal Heritage Service Provider to provide an accurate cost estimate at the time of providing an Activity Notice Response, and that a cost estimate in many cases may need to be provided, or revised, following resolution of all other matters under this clause 9.

(b) if an estimate of Survey costs has not been provided earlier, then YAC must ensure that by the end of the Survey Agreement Period, the Aboriginal Heritage Service Provider submits a written and itemised estimate of Survey costs to the Local Government for approval by the Local Government (the **Estimated Survey Costs**).

9.6 Selection of Aboriginal Heritage Service Provider and Principal Aboriginal Heritage Consultant

(a) If YAC is contracting an Aboriginal Heritage Service Provider, and YAC's Activity Notice Response does not identify YAC's nominated Aboriginal Heritage Service Provider and (if different to the Aboriginal Heritage Service Provider) the Principal Aboriginal Heritage Consultant, then YAC will advise the Local Government of these nominations during the Survey Agreement Period.

(b) The Parties acknowledge that, if YAC is contracting an Aboriginal Heritage Service Provider, the Local Government will not usually have any role in nominating an Aboriginal Heritage Service Provider or a Principal Aboriginal Heritage Consultant (if different), subject however to the rights of the Local Government under clause 16.1(e) in the event of delays.

(c) If the Local Government or YAC has reasonable concerns about the expense, competence or impartiality of the Aboriginal Heritage Service Provider or the Principal Aboriginal Heritage Consultant (as the case may be) to be contracted by YAC or the Local Government (as the case may be), it may request the other Party to consider another anthropologist, archaeologist or appropriately qualified professional to act as Aboriginal Heritage Service Provider or the Principal Aboriginal Heritage Consultant (as the case may be).

(d) If the Parties cannot reach agreement on the Aboriginal Heritage Service Provider or the Principal Aboriginal Heritage Consultant (as the case may be) to be contracted by YAC or the Local Government within the Survey Agreement Period, then in addition to and without limiting the Local Government's general rights under clause 16.1(e), YAC or the Local

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Government (whichever is the non-contracting party) may nominate an alternative proposed Aboriginal Heritage Service Provider or Principal Aboriginal Heritage Consultant and the other Party shall promptly respond to any such nomination and shall ensure that it does not unreasonably withhold its approval to appointing such nominee as the Aboriginal Heritage Service Provider or the Principal Aboriginal Heritage Consultant (as the case may be).

9.7 Estimate of time for Survey commencement or completion

If following the Activity Notice Response and where YAC is contracting the Aboriginal Heritage Service Provider the Parties are not in agreement about the date of commencement of fieldwork for the Survey or the date of completion of fieldwork for the Survey (as the case may be), then during the Survey Agreement Period, the Parties shall agree on such date or dates.

10. Survey Team and commencement of Survey

10.1 Survey team

(a) As soon as possible after the Survey Agreement Date, and where either YAC or the Local Government is contracting the Aboriginal Heritage Service Provider, the Aboriginal Heritage Service Provider, in conjunction with the Principal Aboriginal Heritage Consultant if appointed, after receiving names and contact details of the Yued Aboriginal Consultants from YAC or DPLH in accordance with 8.3(d)(vii), will organise a Survey Team (Survey Team), which shall consist of:

(i) Between 2 and 8 Yued Aboriginal Consultants, with appropriate experience and authority, as are necessary, in the opinion of the Aboriginal Heritage Service Provider in consultation with YAC and agreed to by the Parties, to examine the Survey Area and assist in the Survey; and

(ii) if considered necessary by the Aboriginal Heritage Service Provider and agreed to by the Parties, a Yued Aboriginal Heritage Liaison Officer, who will be responsible for Survey logistics and on-ground operations; and

(iii) where considered necessary by the Aboriginal Heritage Consultants, YAC or the Aboriginal Heritage Service Provider, and agreed to by the Parties, another anthropologist of a specific gender; and

(iv) where the Survey being conducted is a Site Identification Survey, or where considered necessary by the Aboriginal Heritage Service Provider and agreed to by the Parties, including during the course of the Survey, an archaeologist.

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(b) Where considered necessary by the Aboriginal Heritage Service Provider and agreed to by YAC and the Local Government, more than one archaeologist may be appointed to the Survey Team.

(c) The number of paid Yued Aboriginal Consultants to be appointed to the Survey Team will not be more than the number specified in clause 10.1(a)(i) unless particular circumstances can be demonstrated to exist including, for example:

(i) a large number of registered Aboriginal Sites are known to exist within a Survey Area and the number of Aboriginal people who have authority to speak for those Aboriginal Sites and should be consulted about them is greater than 8; and/or

(ii) the Survey Area crosses the boundary of the Agreement Area and one or more Regional Corporations' Agreement Area.

In these circumstances the Local Government and the Regional Corporations must agree on the number of additional Yued Aboriginal Consultants for the Survey Team.

(d) Additional Yued Aboriginal Consultants may accompany the Survey Team but the Local Government will not be liable for additional costs.

(e) The Local Government may send one or two nominees with appropriate authority on the Survey to assist the Survey Team conducting the Survey with provision of information and requests where required.

10.2 Commencement and conduct of Survey

(a) If YAC is contracting the Aboriginal Heritage Service Provider, YAC will use its, and must ensure that the Aboriginal Heritage Service Provider and the Principal Aboriginal Heritage Consultant (if different to the Aboriginal Heritage Service Provider) each uses its best endeavours to commence the Survey within the time agreed by the Parties, or in the absence of agreement within 30 Business Days after the Survey Agreement Date unless clauses 11(c) and 18.9 apply, in which case the time for commencement of the Survey will be extended in accordance with the timeframes set out in the relevant clauses if the Dispute is resolved.

(b) YAC and/or the Local Government (depending upon which is contracting the Aboriginal Heritage Service Provider) will ensure that the Survey Team observes and complies with any safety and other procedures and policies implemented from time to time by the Local Government over the Survey Area. The Local Government will provide YAC with details of and explain these procedures and policies in order for YAC to provide these details and explain the procedures and policies to the Yued Aboriginal Consultants before the Survey commences. The Local Government will also provide members of the Survey Team (and any other attending members of YAC) with protective clothing and equipment if reasonably necessary in all the

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circumstances. To the extent that the Local Government has control of the Survey Area, the Local Government shall take such measures as are practicable to ensure that the members of the Survey Team are not exposed to hazards.

(c) YAC acknowledges that the members of the Survey Team are not employees of the Local Government, and that the Local Government is not required to have insurance in place for the protection of Survey Team members. The onus is on the Party contracting the Aboriginal Heritage Service Provider to ensure that the Aboriginal Heritage Service Provider has insurance in place to adequately cover the Survey Team.

(d) The Survey Team will as appropriate in the circumstances:

(i) visit the Survey Area; and

(ii) identify any Aboriginal Sites in the Survey Area or, in the case of a Site Avoidance Survey, determine the area to be avoided due to the presence of an Aboriginal Site; and

(iii) provide sufficient information to the Aboriginal Heritage Service Provider, or any other heritage consultant accompanying the Survey Team, to enable them to:

(A) record the external boundaries of all Aboriginal Sites or, in the case of a Site Avoidance Survey, the area to be avoided due to the presence of an Aboriginal Site, using a GPS; and

(B) record relevant Aboriginal Site information or, in the case of a Site Avoidance Survey, the area to be avoided, on a Heritage Information Submission Form; and

(C) mark the external boundaries of identified Aboriginal Sites or, in the case of a Site Avoidance Survey, the external boundaries of the area to be avoided due to the presence of an Aboriginal Site, on a map; and

(D) make recommendations for the protection and management of any Aboriginal Site identified by the Survey Team; and

(E) generally, prepare a Survey Report that complies with the requirements of clause 12.

(e) When in the field, and in response to Aboriginal Heritage concerns raised by the Yued Aboriginal Consultants, the representatives of the Local Government nominated under clause 10.1(e):

(i) shall withdraw from discussion and inspections in order to ensure the confidentiality of Sensitive Heritage Information or other information pertaining to Aboriginal Sites; and

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(ii) may make modifications to the Activity Program and the Survey Team will then proceed to assess the Aboriginal Heritage significance of the modified Activity Program in accordance with the applicable Survey Methodology.

11. Payment for Surveys when YAC is contracting the Aboriginal Heritage Service Provider

Where YAC has elected to contract an Aboriginal Heritage Service Provider or to perform the functions of the Aboriginal Heritage Service Provider under clause 8.3(d)(v), the following provisions apply:

(a) The Local Government shall pay the costs and expenses of the Survey at the rates set out in Schedule 5.

(b) The Local Government agrees to pay 100% of the approved Estimated Survey Costs to YAC:

(i) within 10 Business Days before the commencement of the Survey, or

(ii) within 10 Business Days after the approval of the Estimated Survey Costs under clause 9.5(b),

whichever is the earlier (the Relevant Period).

(c) If the Local Government fails to pay the Estimated Survey Costs within the Relevant Period YAC may serve a notice of Dispute in accordance with clause 18.9(a) on or after the first Business Day following the end of the Relevant Period.

(d) The monies constituting the Estimated Survey Costs must be:

(i) held by YAC in an account established specifically for survey costs at a bank and must be kept separate from all other bank accounts of, or monies received or held by, YAC; and

(ii) used only for the payment of the Estimated Survey Costs and any repayment to the Local Government under clause 11(e) or 11(g).

(e) If the Survey is cancelled by the Local Government before it is completed, the part of the Estimated Survey Costs that has been expended and any of the disbursements that have been paid and cannot be recovered will be forfeited and the balance will be refunded to the Local Government.

(f) YAC must provide a tax invoice of the Survey costs to the Local Government that reconciles the Estimated Survey Costs with the costs incurred. This tax invoice must be accompanied by all relevant receipts and invoices, and any other relevant supporting documentation, and must be certified as correct by the chief executive officer of YAC or their delegate.

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(g) If the costs incurred are less than the Estimated Survey Costs, YAC shall refund the balance of the monies paid in accordance with clause 11(b) to the Local Government.

(h) If the costs incurred exceed the Estimated Survey Costs by 5% or less, the Local Government shall pay the additional amount to YAC within 20 Business Days of receiving a tax invoice (accompanied by all relevant receipts and invoices and any other relevant supporting documentation) that must be certified as correct by the chief executive officer of YAC or their delegate. The Local Government shall not be liable to pay YAC for any Survey costs exceeding this capped amount, except in accordance with clause 11(i).

(i) If the Local Government receives notification of revised costs from YAC under clause 12.2(b), the Local Government will pay 100% of any additional costs to YAC within 10 Business Days of their approval by the Local Government. Once paid, these monies will be added to the Estimated Survey Costs and dealt with in accordance with (c) – (h) above.

12. Survey Report

12.1 Timing of Preliminary Advice and Survey Report

After the last day of fieldwork for a Survey (**Last Fieldwork Day**) if either the Local Government or YAC is contracting the Aboriginal Heritage Service Provider, the Local Government or YAC, as the case may be, will ensure that Aboriginal Heritage Service Provider or the Principal Aboriginal Heritage Consultant provides the Parties with:

(a) Preliminary Advice (if requested by the Local Government in the Activity Notice or at any other time under clause 12.2), as soon as reasonably practicable, and in any event to YAC within 5 Business Days after the Last Fieldwork Day and, after taking into account any comments from YAC, to the Local Government within 12 Business Days after the Last Fieldwork Day;

(b) a draft Survey Report (if requested by the Local Government in the Activity Notice or at any other time under clause 12.2), as soon as reasonably practicable, and in any event to YAC within 15 Business Days after the Last Fieldwork Day, to enable YAC to comment on it; and after taking into account any comments from YAC, to the Local Government within 25 Business Days after the Last Fieldwork Day;

(c) a final Survey Report, taking into account any comments from the Local Government about any identified technical, factual or typographical errors or any issues of non-compliance with the guidelines in part 1, part 2 and/or part 3 of Schedule 6, within 35 Business Days after the Last Fieldwork Day.

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12.2 Requests for reports and compliance with DPLH Guidelines at any time

(a) Notwithstanding the relevant nominations by the Local Government in the Activity Notice under:

(i) part 1.2(f)(i) and (ii) of Schedule 4 the Local Government may by notice in writing at any time ask that YAC (if contracting the Aboriginal Heritage Service Provider) request the Aboriginal Heritage Service Provider to provide a Preliminary Advice or draft Survey Report.

(ii) part 1.2(f)(iii) of Schedule 4, the Local Government may by notice in writing at any time advise YAC that it has become aware that an Aboriginal Heritage Act Section 16 Application or an Aboriginal Heritage Act Section 18 Application may need to be made and ask that YAC (if contracting the Aboriginal Heritage Service Provider) request the Aboriginal Heritage Service Provider to comply with the DPLH Guidelines when preparing the Survey Report. The Parties shall discuss any changes required to matters previously agreed under clause 9 and clause 10, to enable the Aboriginal Heritage Service Provider to comply with the DPLH Guidelines when preparing the Survey Report. If the Parties cannot agree on any changes required, then either Party may serve a notice of Dispute in accordance with clause 18.9(a) 5 Business Days after receiving the notice in writing.

(iii) part 1.2(f)(iii) of Schedule 4, if the party contracting the Aboriginal Heritage Service Provider is notified by the Aboriginal Heritage Service Provider that they have become aware that an Aboriginal Heritage Act Section 16 Application or an Aboriginal Heritage Act Section 18 Application may need to be made, the contracting Party shall by notice in writing advise the other Party, and the Parties shall discuss any changes required to matters previously agreed under clause 9 and clause 10, to enable the Aboriginal Heritage Service Provider to comply with the DPLH Guidelines when preparing the Survey Report. If the Parties cannot agree on any changes required, then either Party may serve a notice of Dispute in accordance with clause 18.9(a) 5 Business Days after receiving the notice in writing.

(b) The Local Government acknowledges that a notification under clause 12.2(a)(i) – (iii), may impact on the times and costs for the Survey, and, if YAC is contracting the Aboriginal Heritage Service Provider, YAC shall ensure that any revised times and costs (together with supporting documentation) are notified promptly to the Local Government.

12.3 Preliminary Advice

(a) The Preliminary Advice should provide sufficient information (without disclosing any Sensitive Heritage Information) to allow the Local

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Government to know whether to proceed or not with any Activities, with or without conditions.

(b) Upon receipt by the Local Government of the Preliminary Advice, and subject to any reasonable recommendations in the Preliminary Advice, the Local Government may commence the Activities described in the relevant Activity Program (except any Activities indicated in the Preliminary Advice as potentially resulting in a breach of the Aboriginal Heritage Act).

12.4 Contents of Survey Report

The Party contracting the Aboriginal Heritage Service Provider must ensure the following:

(a) that the Aboriginal Heritage Service Provider or Principal Aboriginal Heritage Consultant will, in consultation with the Survey Team, prepare a Survey Report in accordance with the guidelines:

(i) in part 1 and part 2 of Schedule 6, where the Survey being conducted is a Site Avoidance Survey; or

(ii) in part 1 and part 3 of Schedule 6, where the Survey is a Site Identification Survey.

(b) where the Local Government has requested in writing (whether in the Activity Notice or at any other time allowable under clause 12.2) that the Survey Report complies with the DPLH Guidelines and the Local Government envisages that it may wish to file an Aboriginal Heritage Act Section 18 Application or Aboriginal Heritage Act Section 16 Application, that the Aboriginal Heritage Service Provider or Principal Aboriginal Heritage Consultant includes sufficient information in the Survey Report to assist:

(i) the ACMC in considering an Aboriginal Heritage Act Section 18 Application; or

(ii) the Aboriginal Heritage Act Registrar in considering an Aboriginal Heritage Act Section 16 Application.

(c) that in addition to the matters described in Schedule 6, the Survey Report:

(i) describes which aspects (if any) of the Activity Program described in an Activity Notice, if carried out, would be likely to result in a breach of the Aboriginal Heritage Act;

(ii) records sufficient information to enable the Local Government to plan and, subject to the law and this NHALG to comply with the Aboriginal Heritage Act in the course of undertaking the things that are the subject of the Activity Notice; and

(iii) complies with the DPLH Guidelines.

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12.5 Provision of Aboriginal Heritage Information to DPLH

Following the preparation of the Survey Report:

(a) if YAC is the Aboriginal Heritage Service Provider it must provide: or

(b) if YAC is not the Aboriginal Heritage Service Provider the Party contracting the Aboriginal Heritage Service Provider must ensure that the Aboriginal Heritage Service Provider provides,

the following information to the Aboriginal Heritage Act Registrar:

(c) a copy of the Survey Report; and

(d) if Aboriginal Sites have been identified during the Survey, a Heritage Information Submission Form (as attached at Schedule 7, or as amended from time to time) with respect to each site.

12.6 Provision of Survey Information to DPLH

(a) If the Local Government contracted the Aboriginal Heritage Service Provider, the Local Government must, within 15 Business Days after the preparation of the Survey Report, provide to YAC, in writing, the details required by items 24 and 25 of Schedule 8.

(b) Subject to clause 12.6(a), following the preparation of the Survey Report YAC must ensure that the information set out in Schedule 8 is provided to the Aboriginal Heritage Act Registrar.

12.7 Reliance on Survey Report

The Parties each acknowledge that they may rely upon the contents of a Survey Report.

13. Intellectual property

13.1 Intellectual property of the Local Government to be assigned to YAC

If the Local Government is contracting the Aboriginal Heritage Service Provider, the Local Government assigns all intellectual property rights it holds in the Survey Report to YAC upon its creation.

13.2 Licence to use Survey Report

Subject to clause 19, YAC shall grant to the Local Government an irrevocable, transferable, non exclusive, royalty-free licence to use any Survey Report for the purposes of the Local Government:

(a) conducting its Activities as set out in the Activity Notice; or

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(b) seeking any necessary or desirable statutory approvals relevant to its Activities including under the Aboriginal Heritage Act; or

(c) enforcing, defending or establishing its rights, including through court proceedings, and complying with its obligations, under this NHALG or any relevant statutory approvals.

14. Effect of NHALG on other Aboriginal Heritage Agreements

If the Local Government:

(a) has entered into one or more Aboriginal Heritage Agreements (other than this NHALG) prior to the Effective Date (including ones entered into prior to the Yued ILUA, and which is or are specified in item 5 of Schedule 2; and

(b) the pre-existing Aboriginal Heritage Agreement applies to an Activity to which this NHALG relates,

then the provisions of this NHALG shall prevail over the provisions of any such pre-existing Aboriginal Heritage Agreement unless otherwise provided in item 6 of Schedule 2.

15. Local Government must consult about Aboriginal Heritage Act applications

(a) The Local Government shall not lodge an Aboriginal Heritage Act Section 16 Application or an Aboriginal Heritage Act Section 18 Application in respect of any area within the Agreement Area without first giving YAC at least 30 Business Days' notice of its intention to do so.

(b) The Local Government must consult, including by making reasonable efforts to meet with YAC, about any proposal that is the subject of such an Aboriginal Heritage Act Section 16 Application or Aboriginal Heritage Act Section 18 Application.

(c) Prior to the ACMC considering the Aboriginal Heritage Act Section 18 Application or the Aboriginal Heritage Act Registrar considering the Aboriginal Heritage Act Section 16 Application, as the case may be, the Local Government must give reasonable notice to the ACMC (or the Aboriginal Heritage Act Registrar as the case may be) and to the Aboriginal Heritage Service Provider of the detail of the consultation that has taken place.

(d) Subject to clause 15(a), nothing in this NHALG prevents the Local Government lodging an Aboriginal Heritage Act Section 16 Application or an Aboriginal Heritage Act Section 18 Application.

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16. Time limits

16.1 Time for compliance and consequences of non-compliance

(a) The Parties, as applicable, must each meet the time limits imposed under the following provisions of this NHALG:

(i) the receipt by the Local Government of an Activity Notice Response (clause 8.3(a)); and

(ii) subject to clauses 9.1(e) and 18.9, the reaching of the Survey Agreement Date within the Survey Agreement Period (clause 9.1(d)); and

(iii) the commencement of fieldwork for a Survey (clause 10.2(a)) and the agreed date (if any) for completion of the fieldwork for a Survey (clauses 8.3(d)(iii)) or 9.7; and

(iv) the receipt by the Local Government of the Preliminary Advice following completion of a Survey (clause 12.1(a)); and

(v) the receipt by YAC and by the Local Government of the draft Survey Report (clause 12.1(b));

(vi) the receipt by the Local Government of the final Survey Report (clause 12.1(c)).

(b) The time limits on the steps referred to in clause 16.1(a) may be extended by agreement in writing between the Parties. Any such agreed extension will apply only to a single Activity Program, unless expressly agreed otherwise in the written agreement under this clause.

(c) To avoid doubt, any failure to comply with the time limits for the steps described in clause 16.1(a) does not give a Party a right to terminate this NHALG, but failure to comply with those time limits has the consequences described in the following provisions of this clause 16.1.

(d) If YAC does not meet, or, if YAC is contracting the Aboriginal Heritage Service Provider, fails to ensure that the Aboriginal Heritage Service Provider meets, any applicable time limits on the steps listed in clause 16.1(a), then the Local Government may provide a written notice to YAC, with such a notice to nominate a date by which the non-compliance with the time limits must be rectified. The date nominated by the Local Government must allow a reasonable period, in all the circumstances, for rectification of the non-compliance with the time limits, and in any event the date must not be less than 10 Business Days after the date on which the notice of non-compliance is sent.

(e) If YAC fails to comply with a notice sent by the Local Government under clause 16.1(d), then the Local Government may notify YAC that the Local

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Government is no longer bound by clauses 9 to 12 inclusive of this NHALG in respect of the relevant Activity Program with effect from the date on which YAC receives the latter notice. The Local Government may then at its election:

(i) decide not to proceed with the relevant Activity Program; or

(ii) after seeking the advice and assistance of the Aboriginal Heritage Act Registrar or other relevant officer from DPLH if appropriate, make alternative arrangements for the carrying out of Aboriginal Heritage Surveys, including appointing an independent anthropologist or archaeologist, or other appropriately qualified professional, to conduct such surveys.

(f) If the Parties to a Dispute referred to mediation under clause 18.9 fail to resolve that Dispute, then the Local Government may notify YAC that the Local Government is no longer bound by clauses 9 to 12 inclusive of this NHALG in respect of the relevant Activity Program with effect from the date on which YAC receives the latter notice. The Local Government may then at its election:

(i) decide not to proceed with the relevant Activity Program; or

(ii) after seeking the advice and assistance of the Aboriginal Heritage Act Registrar or other relevant officer from DPLH if appropriate, make alternative arrangements for the carrying out of Aboriginal Heritage Surveys, including appointing an independent anthropologist or archaeologist, or other appropriately qualified professional, to conduct such surveys.

(g) In the circumstances described in clauses 16.1(e) and (f), where the Local Government makes arrangements for an Aboriginal Heritage Survey to be conducted by an independent anthropologist, archaeologist or other professional, then:

(i) the Local Government shall inform YAC of the alternative arrangements made (including any advice and assistance obtained from DPLH); and

(ii) YAC shall not have any claim against the Local Government arising from the making of those alternative arrangements.

(h) To avoid doubt:

(i) the effect of this clause 16.1 is not limited by any dispute resolution processes under clause 18 of this NHALG other than those set out in clause 18.9, and in particular the time limits on the steps referred to in clause 16.1 continue to apply where a dispute resolution process is commenced under clause 18.1; and

(ii) the dispute resolution provisions in clause 18 of this NHALG do not apply to any decision by the Local Government to issue a notice of non-

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compliance under clause 16.1(d). However, the Local Government may elect, by notice in writing to YAC, to allow use of the dispute resolution provisions in clause 18.

(i) The Local Government will act reasonably in asserting its rights under this clause 16.1.

16.2 Justifiable delay

(a) Delay caused by any event of Force Majeure or Aboriginal Cultural Business notified under clause 24 will be excluded from the time limits referred to in clause 16.1.

(b) A Party asserting the existence of a delay to which clause 16.2(a) applies must advise the other Party of that delay and take reasonable steps to mitigate that delay.

17. Default and enforcement

17.1 Interpretation

(a) In this clause 17 a reference to a Party means a party to the default or dispute.

(b) An **Event of Default** occurs where a Party:

(i) breaches an obligation under this NHALG; or

(ii) commits an Insolvency Event.

17.2 Default

(a) If a Party (the **Defaulting Party**) commits an Event of Default, the other Party (the **Non-defaulting Party**) may serve a notice (**Default Notice**) on the Defaulting Party specifying the Event of Default and, on receiving the Default Notice, the Defaulting Party must remedy the Event of Default within 5 Business Days after receiving the Default Notice.

(b) If the Event of Default is of the kind described in clause 17.1(b)(ii) and applies to YAC, then YAC shall as soon as possible notify the Local Government:

(i) that the Event of Default has occurred; and

(ii) of the appointment of any administrator, receiver or manager to manage the affairs of YAC; and

(iii) when the relevant Event of Default ceases to exist.

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(c) If the Event of Default is of the kind described in clause 17.1(b)(ii) and applies to the Local Government, then the Local Government shall as soon as possible notify YAC:

(i) that the Event of Default has occurred; and

(ii) of the appointment of any administrator, receiver or manager to manage the affairs of the Local Government; and

(iii) when the relevant Event of Default ceases to exist.

(d) Where the Event of Default results in a court order to wind up either Party, this NHALG shall by force of this clause terminate with effect from the date of the court order.

(e) The Non-defaulting Party may, by notice in writing to the Defaulting Party, suspend the performance of its obligations and the Defaulting Party's rights under this NHALG until either clause 17.2(a) is complied with or the Event of Default no longer exists, as applicable.

(f) Any remedy exercised under this clause 17 is without prejudice to any other rights a Party may have under this NHALG or otherwise at law (including the right to seek interlocutory relief and specific performance).

18. Dispute resolution

18.1 No arbitration or court proceedings

(a) Subject to clause 18.1(b) and 18.9, if a dispute arises under this NHALG including a dispute in respect of this clause 18.1 (Dispute), a Party must comply with clauses 18.2 to 18.4 before commencing arbitration or court proceedings (except proceedings for urgent interlocutory relief).

(b) The provisions of this clause 18 are subject to clause 8.4.

18.2 Notification

A Party claiming a Dispute has arisen must give the other Parties to the Dispute notice setting out details of the Dispute.

18.3 Parties to resolve Dispute

During the 20 Business Days after a notice is given under clause 18.2 (or longer period if the Parties to the Dispute agree in writing), each Party to the Dispute must use its reasonable endeavours to resolve the Dispute. If the Parties cannot resolve the Dispute within that period, any Party to the Dispute may request that the Dispute be referred to a mediator and, if a Party so requests, the Dispute must be referred to mediation in accordance with clause 18.4.

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18.4 Mediation

(a) If the Parties to the Dispute cannot agree on a mediator within 10 Business Days after a request under clause 18.3, the chair of the Resolution Institute will appoint a mediator at the request of either Party.

(b) The role of the mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a binding decision on a Party to the Dispute except if the Party agrees in advance in writing.

(c) Any information or documents disclosed by a Party under this clause 18:

(i) must be kept confidential; and

(ii) may only be used to attempt to resolve the Dispute.

(d) Each Party to a Dispute must pay its own costs of complying with this clause 18.4. The Parties to the Dispute must equally pay the costs of any mediator.

(e) The Parties will engage in the mediation process in good faith and with the aim of reaching a resolution of the Dispute. If the Parties fail to achieve a resolution of the Dispute by mediation within 20 Business Days of the appointment of a mediator under this clause, or such further time as is agreed by the Parties, any Party may take such action as it considers appropriate, including (subject to clause 18.6) referring the matter to arbitration or commencing legal proceedings.

18.5 Arbitration

(a) If the Parties to a Dispute have complied with clauses 18.2 to 18.4 then the Dispute may be referred to arbitration by either Party under the *Commercial Arbitration Act 2012* (WA).

(b) The arbitration will be held within the Agreement Area or any other place agreed by the Parties.

(c) The Parties shall appoint a person agreed between them to be the arbitrator of the Dispute.

(d) If the Parties fail to agree on a person to be the arbitrator under clause 18.5(c), then the Parties shall request the President of the Law Society of Western Australia to appoint an arbitrator who has experience in the area of the Dispute and in Indigenous cultural matters.

(e) Any Party to a Dispute may appeal to the Supreme Court of Western Australia on any question of law arising out of an interim or final award in the arbitration.

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18.6 Breach of this clause

If a Party to a Dispute breaches clauses 18.1 to 18.4, the other Parties to the Dispute do not have to comply with those clauses in relation to the Dispute before starting court proceedings.

18.7 Obligations continue

Subject to clause 18.8, if a Dispute is referred for mediation or arbitration under any part of this clause 18 or court proceedings are started in respect of it, the Parties must, during the period of such mediation, arbitration or litigation and pending the making of a decision, determination or judgment as the case may be, continue to perform their respective obligations under this NHALG so far as circumstances will allow and such performance will be without prejudice to the final decision, determination or judgment made in respect of the matter in dispute.

18.8 Extension of time

Without prejudice to the power of a mediator, arbitrator or court to grant any extension of any period or variation of any date referred to in this NHALG, in order to preserve the rights of a Party to a Dispute, the Parties to the Dispute will consult with each other and use all reasonable endeavours to agree such extension or variation so required.

18.9 Dispute in relation to clauses 9, 11(b) or 12.2(a)(ii) and (iii)

(a) A Party claiming a Dispute has arisen in relation to any matter to be agreed under clauses 9, 11(b), or 12.2(a)(ii) and (iii) must give the other Parties to the Dispute notice setting out details of the Dispute, and at the same time as the notice is served upon the other Parties must request the chair of the Resolution Institute to appoint a mediator within 5 Business Days.

(b) The role of the mediator with respect to a Dispute arising in relation to any matter to be agreed under clauses 9, 11(b), or clause 12.2(a)(ii) and (iii), is to assist in negotiating a resolution of the Dispute. A mediator cannot make a binding decision on a Party to the Dispute except if the Party agrees in advance in writing.

(c) Any information or documents disclosed by a Party under this clause 18.9:

(i) must be kept confidential; and

(ii) may only be used to attempt to resolve the Dispute.

(d) Each Party to a Dispute must pay its own costs of complying with this clause 18.9. The Parties to the Dispute must equally pay the costs of any mediator.

(e) The Parties will engage in the mediation process in good faith and with the aim of reaching a resolution of the Dispute. To the extent possible, all

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issues identified under clauses 9, 11(b), and 12.2(a)(ii) and (iii) should be dealt with and resolved in the one mediation.

(f) If the Parties fail to achieve a resolution of the Dispute by mediation within 15 Business Days of the appointment of a mediator under this clause, or such further time as is agreed by the Parties, the provisions of clause 16.1(f) – (g) will apply.

19. Confidentiality

19.1 Confidential information

Each Party agrees that the following information disclosed by one Party (**Disclosing Party**) to another Party (**Receiving Party**) is confidential (**Confidential Information**) and may not be disclosed except in accordance with clause 19.2:

(a) information disclosed during the course of a Survey and the contents of any Survey Report provided under this NHALG, including any Sensitive Heritage Information; and

(b) information given by the Local Government to YAC in respect of the Activities of the Local Government where the Local Government advises YAC that the relevant information is confidential; and

(c) any other information disclosed by one Party to another under this NHALG which is identified by the Disclosing Party as confidential,

but not including information:

(d) the Receiving Party, prior to disclosure, already knew or created (whether alone or jointly with any third person) independently of the Disclosing Party; or

(e) that is public knowledge (otherwise than as a result of a breach of confidentiality by the Receiving Party or any of its permitted disclosees).

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19.2 Permitted disclosure

(a) Subject to clauses 19.2(b) and 19.2(c), a Receiving Party may disclose Confidential Information:

(i) if it has the prior consent of the Party which provided the information;

(ii) to the extent required by any law or applicable securities regulation or rule;

(iii) to the extent that the information is reasonably necessary for any processes or applications or related to any statutory approvals;

(iv) in connection with any dispute or litigation concerning this NHALG or its subject matter;

(v) to the Receiving Party's members, officers, employees, agents, auditors, advisers, financiers, consultants, contractors, joint venturers, partners and related bodies corporate, or an Aboriginal Heritage Service Provider or Principal Aboriginal Heritage Consultant appointed under this NHALG;

(vi) where the Receiving Party is the Local Government, to a bona fide proposed assignee of the Local Government's rights or obligations under this NHALG;

(vii) where the disclosure is for the purpose of managing or planning any existing, planned or potential Activity;

(viii) to a proposed Regional Corporation assignee of YAC's rights, title and interests under this NHALG;

(ix) in accordance with clauses 12.5 and 12.6;

(x) where disclosure is required by the Local Government to any judicial, legislative or executive arm of the Government of Western Australia or of the Commonwealth of Australia; and

(xi) as otherwise permitted or required by the terms of this NHALG.

(b) To avoid doubt, where the Confidential Information is contained in a Survey Report, then the Local Government may disclose that Confidential Information to the DPLH and ACMC, including for the purposes of the Local Government:

(i) making an Aboriginal Heritage Act Section 16 Application or an Aboriginal Heritage Act Section 18 Application;

(ii) providing a copy of each Survey Report to the DPLH for DPLH's collection of Aboriginal Heritage Survey reports; and

(iii) seeking any necessary or desirable statutory approvals or enforcing, defending or establishing its rights, including through court proceedings, under this NHALG or any relevant statutory approvals, including under the Aboriginal Heritage Act.

(c) To avoid doubt, except for the circumstances described in clause 19.2(b), disclosure of Sensitive Heritage Information may only occur if YAC consents to the form and content of the disclosure or the disclosure is required by any law or applicable securities regulation or rule.

(d) YAC must inform the Local Government of any information contained in a Survey Report, which comprises Sensitive Heritage Information.

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19.3 Disclosure requirements

Before making any disclosure to a person under clause 19.2, the Receiving Party must:

(a) in each case, inform the entity or person to whom the Confidential Information is being disclosed of the Receiving Party's obligations under this NHALG;

(b) at least 10 Business Days before any disclosure, notify the Disclosing Party of its intention to disclose the Confidential Information and give the Disclosing Party a reasonable opportunity to take any steps that that Party considers necessary to protect the confidentiality of that information; and

(c) in the case of a disclosure to a person or entity under clauses 19.2(a)(v), 19.2(a)(vi), 19.2(a)(vii), or 19.2(a)(viii), but with the exception of employees or officers of a Receiving Party, procure that the person or entity executes a deed with the Disclosing Party in such form acceptable to the Disclosing Party (acting reasonably) imposing on the person or entity an undertaking of confidentiality having substantially similar effect as this clause 19.

20. Assignment

20.1 Generally

Neither YAC nor the Local Government may assign, transfer, novate or otherwise dispose of its rights, title, obligations or interests under this NHALG except in accordance with this NHALG.

20.2 Assignment or Novation by Local Government

(a) The Local Government may from time to time assign or transfer all or part of its rights, title, and interests under this NHALG to any person (whether by farm out, joint venture, sale or otherwise) where the Local Government is assigning all or part of its interest in the tenure in the Agreement Area to which this NHALG applies.

(b) Before such assignment or novation, the Local Government must:

(i) give YAC at least 20 Business Days' notice prior to the proposed assignment or novation;

(ii) provide a draft of the proposed deed of assignment or novation for YAC's approval, which approval must not be unreasonably withheld, and the Local Government must take into account any reasonable amendments put forward by YAC;

(iii) within 20 Business Days after receiving YAC's approval to the terms of the draft deed of assignment or novation provide to YAC either:

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(A) the deed of assignment in the form approved by YAC executed by the outgoing Local Government and the incoming Local Government in favour of YAC by which the assignee agrees to be bound, alone or jointly with the Local Government, by the provisions of this NHALG and to assume, observe and perform (alone or jointly with the Local Government) the rights and obligations of the Local Government under this NHALG to the extent of the rights, title and interest assigned in accordance with clause 20.2(a); or

(B) the deed of novation in the form approved by YAC executed by the outgoing Local Government and the incoming Local Government in which the incoming Local Government agrees to obtain the rights and obligations of the Local Government under this NHALG, the incoming Local Government being bound by this NHALG and the outgoing Local Government being released from its obligations under this NHALG to the extent of the rights, title and interest transferred in accordance with clause 20.2(a); and

(c) YAC will then execute the deed of assignment or the deed of novation as the case may be and return copies of the fully executed deed to both the outgoing Local Government and the incoming Local Government.

20.3 Assignment by YAC

(a) YAC must assign its rights (including intellectual property rights assigned to YAC pursuant to clause 13.1), title and interests under this NHALG to a replacement Regional Corporation if:

(i) a replacement Regional corporation is appointed by the Noongar Boodja Trustee as the Regional Corporation for land and waters including the land and waters within the Agreement Area; and

(ii) the Regional Corporation agrees to enter into a deed, in a form acceptable to the Local Government (each acting reasonably), by which it agrees to be bound by this NHALG and to assume all of YAC's obligations under this NHALG, and provides a copy of that deed to the Local Government.

(b) If the requirements of clause 20.3(a)(i) and (ii) are satisfied, YAC must do all other things necessary to give effect to the assumption by the Regional Corporation of the obligations under this NHALG.

20.4 Effect of Assignment or Novation

(a) Once an assignment or novation by a Local Government of all or any part of its rights, title and interests under this NHALG has occurred under clause 20.2, then the assigning or outgoing Local Government will be deemed to have been released to the extent of the assignment or transfer from all

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claims and liabilities arising under or in respect of this NHALG arising after the effective date of the assignment or novation, but without affecting any claim or liability arising prior to such date.

(b) Once an assignment of this NHALG has occurred under clause 20.3, the assigning Regional Corporation will be deemed to have been released, to the extent of the assignment from all claims and liabilities arising under or in respect of this NHALG arising after the effective date of the assignment, but without affecting any claim or liability arising prior to such date.

(c) Unless otherwise agreed by the Parties in writing or required by law, an assignment under this clause 20 shall not affect the operation of this NHALG.

20.5 No encumbrance

(a) Except as permitted by clause 20.5(b), no Party may grant an encumbrance, mortgage or charge in respect of the whole or any part of its rights, title and interests under this NHALG.

(b) The Local Government may with the prior written consent of YAC grant an encumbrance, mortgage or charge in respect of the whole or any part of its rights, title and interests under this NHALG provided that clause 20.2 shall apply with necessary changes to any assignment upon enforcement of such encumbrance, mortgage or charge.

21. Notices

Any notice:

(a) must be in writing and signed by a person duly authorised by the sender; and

(b) must be delivered to the intended recipient by registered post or by hand or fax or email to the intended recipient's address or fax number specified in Schedule 1 (or the address in Western Australia or fax number last notified in writing by the intended recipient to the sender, including where so notified in an Activity Notice given to YAC under clause 8.2);

(c) will be taken to be received by the recipient:

(i) in the case of delivery in person, when delivered; and

(ii) in the case of delivery by post, 2 Business Days after the date of posting; and

(iii) in the case of delivery by fax, on receipt by the sender of a transmission control report from the despatching machine showing the relevant number of pages and the correct destination fax machine number of name of recipient and indicating that the transmission has been made without error, but if the result is that a notice would be taken to be given

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or made on a day that is not a Business Day or at a time that is later than 4.00pm (local time), it will be taken to have been duly given or made at 9.00am on the next Business Day.

(iv) In the case of delivery by email, at the time shown in the delivery confirmation report generated by the sender's email system which indicates that the email was sent to the recipient's email address, but where an email has been sent after 4.00 pm on a Business Day (the receiving party's local time) or on a non-Business Day, it will be deemed to have been received at 9.00 am on the next Business Day.

22. GST

22.1 Interpretation

Words capitalised in this clause 22 and not otherwise defined have the meaning given in the GST Act.

22.2 GST Payable

(a) Where an amount of Consideration is payable for a Taxable Supply made under this NHALG (whether that amount is specified or can be calculated in accordance with this NHALG), it does not include GST and must be increased by the GST Rate.

(b) The Party making a Taxable Supply under this NHALG must issue a Tax Invoice or Adjustment Note to the Recipient in accordance with the GST Act. Notwithstanding any provision to the contrary in this NHALG, payment will be due within 20 Business Days of a Party receiving a Tax Invoice in accordance with this clause 22.

(c) If any Party has a right to be reimbursed or indemnified for any cost or expense incurred under this NHALG, that right does not include the right to be reimbursed or indemnified for that component of a cost or expense for which the indemnified Party can claim an Input Tax Credit.

(d) A Party may issue a Recipient-created Tax Invoice in respect of payment made to it by the other Party.

23. Costs and duties

(a) The Local Government shall bear any duties or fees or taxes of a similar nature associated with this NHALG.

(b) Each Party shall bear their own costs including legal costs associated with the negotiation, drafting and execution of this NHALG.

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24. Force Majeure and Aboriginal Cultural Business

(a) If a Party is prevented in whole or in part from carrying out its obligations under this NHALG as a result of an event of Force Majeure or Aboriginal Cultural Business, it must promptly notify the other Party accordingly. The notice must:

(i) specify the obligations it cannot perform;

(ii) sufficiently describe the event of Force Majeure or Aboriginal Cultural Business;

(iii) estimate the time during which the Force Majeure or Aboriginal Cultural Business will continue; and

(iv) specify the measures proposed to be adopted to remedy or abate the Force Majeure or the delay caused by the Aboriginal Cultural Business.

(b) Following this notice, and while the Force Majeure or Aboriginal Cultural Business continues, this NHALG shall nevertheless continue and remain in force and effect but the obligations which cannot be performed because of the Force Majeure or Aboriginal Cultural Business will be suspended, and any time limit for performance of those obligations will be extended by the period of the Force Majeure or Aboriginal Cultural Business.

(c) The Party that is prevented from carrying out its obligations under this NHALG as a result of an event of Force Majeure or Aboriginal Cultural Business must take all action reasonably practicable to mitigate any loss suffered by the other Party as a result of its failure to carry out its obligations under this NHALG.

25. General

25.1 Review and variation

Where this NHALG is to be amended or varied, then this NHALG may only be amended or varied by a document in writing signed by each of the Parties to the agreed amendment or variation.

25.2 Entire agreement

Subject to clause 14, this NHALG constitutes the entire agreement between all of the Parties as to its subject matter and, in relation to that subject matter, supersedes any prior understanding or agreement between any of the Parties and any prior condition, warranty, indemnity or representation imposed, given or made by a Party.

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25.3 Governing law and jurisdiction

(a) This NHALG is governed by the law applicable in the State of Western Australia.

(b) Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia.

25.4 Severance

If any provisions of this NHALG is void, voidable by any Party, unenforceable or illegal according to the law in force in the State of Western Australia, it shall be read down so as to be valid and enforceable or if it cannot be so read down, the provision (or where possible the offending words), shall be severed from this NHALG to the extent necessary unless it would materially change the intended effect and objectives of this NHALG.

25.5 Waiver

A right or power under this NHALG shall only be deemed to be waived by notice in writing, signed by the Party waiving the right or power, and:

(a) no other conduct of a Party (including a failure to exercise, a delay in exercising or a partial exercise of a right or power or any forbearance or indulgence granted by one Party to another Party in respect of a right or power) operates as a waiver of the right or power or otherwise prevents the exercise of that right or power; and

(b) a waiver of a right or power on one or more occasions by a Party does not operate as a waiver of that right or power if it arises again in the future or prejudices that Party's other rights or powers or future rights or powers in respect of the right or power waived; and

(c) the exercise of a right or power does not prevent any further exercise of that right or power or of any other right or power.

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25.6 No merger

The rights and obligations of the Parties will not merge on the completion of any transaction contemplated by this NHALG. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.

25.7 Further action

Each Party must use all reasonable efforts to do all things necessary or desirable to give full effect to this NHALG and the matters contemplated by it.

Schedule 1 — Party Details

(Clause 21 – Notices)

Yued Aboriginal Aboriginal Corporation Notice Details

Address	23/2 Delhi Street WEST PERTH WA 6005
Fax	
Email	admin@yued.org.au

Local Government Notice Details

Local Government Name	Enter details here
Address	Click here to enter text.
Fax	Click here to enter text.
Email	Click here to enter text

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Schedule 2 — Details of Yued ILUA and Pre-existing Aboriginal Heritage Agreements

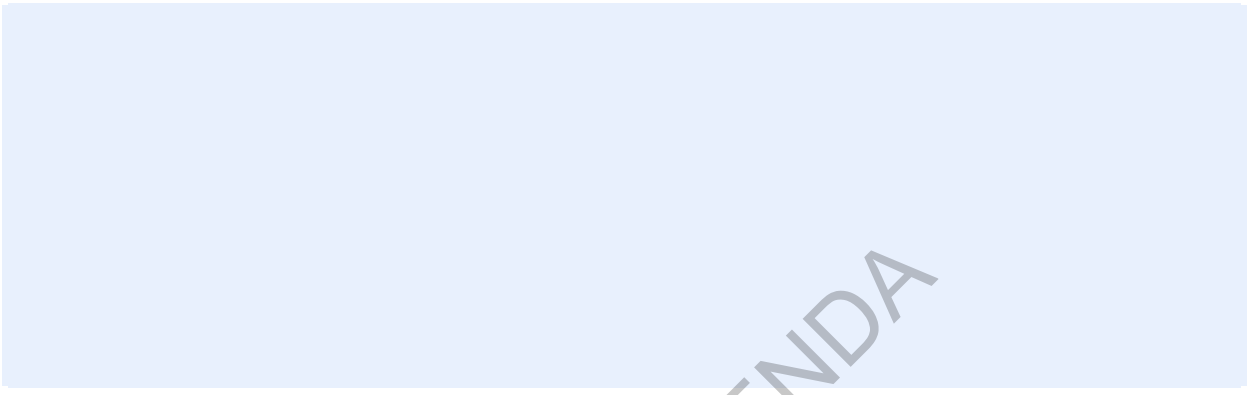
Item No.	Item Description	Details
Details of Yued ILUA		
Item 1	Short name of ILUA	Yued ILUA
Item 2	National Native Title Tribunal file number	WI2017/009
Item 3	Date registered	17/10/2018
Item 4	Local government region(s)	City of Wanneroo Shire of Chittering Shire of Coorow Shire of Dalwallinu Shire of Dandaragan Shire of Gingin Shire of Goomalling Shire of Moora Shire of Toodyay Shire of Victoria Plains Shire of Wongan-Ballidu
Pre-existing Aboriginal Heritage Agreements		
Item 5	Details of all pre-existing Aboriginal Heritage Agreements to which clause 14 applies.	Click here to enter text.
Item 6	List of provisions of a pre-existing Aboriginal Heritage Agreement which will prevail over this NHALG (if the entire pre-existing Aboriginal Heritage Agreement prevails, write ‘whole agreement’).	Click here to enter text.

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Schedule 3 — Agreement Area

(Clause 1.1 Definition of Agreement Area)

Insert map and written description which clearly identifies the area to which this NHALG relates



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Schedule 4 — Contents of Activity Notice

Part 1 — Primary contents of Activity Notice

(Clause 8.2 Giving the Activity Notice)

1.1 Basic information

Every Activity Notice must contain:

(a) a statement that it is an Activity Notice issued under this NHALG (by reference to the name of the Yued ILUA as set out in item 1 of Schedule 2);

(b) the name of the Local Government, and:

(i) an address in Western Australia for service of notices, under this NHALG, on the Local Government (if no address for service has previously been given by the Local Government); and

(ii) full contact details for a primary contact person within the Local Government (if a body corporate).

1.2 Key statements and nominations under clause 8.2

(Clause 8.2(c)(ii))

Every Activity Notice must, subject to clause 8.2(f), contain the following required key statements:

(a) a statement of the extent to which the Activity Program consists of Low Ground Disturbance Activity, in the opinion of the Local Government; and

(b) a statement of whether the Local Government considers that a Survey is required (taking into consideration the matters referred to in clauses 8.1(b) and 8.3); and

(c) a nomination, by the Local Government, of a preferred Survey Methodology, being either a Site Avoidance Model or a Site Identification Model; and

(d) where a Site Avoidance Model is nominated, a statement of whether the Local Government requires any Survey to be conducted in respect of:

(i) only the area or areas to be impacted by specific Activities as described and mapped in the Activity Notice; or

(ii) a broader area or areas, encompassing the Activities and surrounding land as described and mapped in the Activity Notice; and

(e) a nomination, by the Local Government, of a proposed Survey fieldwork start date or end date; and

(f) a nomination, by the Local Government, as to whether it requires:

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(i) a Preliminary Advice (see clause 12.1(a));

(ii) a draft of the Survey Report (see clause 12.1(b));

(iii) an Aboriginal Heritage Act Section 16 Application or an Aboriginal Heritage Act Section 18 Application (if known at the relevant time) (see clause 8.2(e)).

Where any of those key statements are omitted, Part 3 of this Schedule 4 provides default provisions.

1.3 – Detailed contents of Activity Notice

(Clause 8.2(c)(ii))

In accordance with clause 8 of this NHALG, the purpose of the information provided in and with the Activity Notice is to determine whether a Survey is required and if so, its nature and extent. In order to facilitate this objective, an Activity Notice must contain the following additional details where applicable:

(a) a map showing clearly the area the subject of the Activity Notice, identifying the location of the area the subject of the Activity Notice within the Agreement Area and including scale, zone and north point, as well as nearby towns, roads and landscape features; and

(b) aerial photographs (if available) or smaller scale maps of the area the subject of the Activity Notice which must contain UTM Grid Coordinates (eastings and northings), datum, north point and, where applicable, land tenure details such as parcel identifier, plan or lot, reserve numbers, and coordinates and/or polygon defining the area the subject of the Activity Notice; and

(c) where applicable, identifying numbers (or other identifying information) of each tenure to which the Activity Notice relates; and

(d) all known vehicular access routes to the area the subject of the Activity Notice; and

(e) any ground disturbing notice provided to any government agency including (where mining exploration Activities are proposed) to the District Mining Engineer; and

(f) details of any Activity Program, and the area and level of potential Activity, on the area the subject of the Activity Notice; and

(g) the techniques and types of infrastructure, items of equipment and vehicles to be used in relation to any proposed Activity; and

(h) the approximate number of personnel who will be involved in any proposed Activity; and

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(i) any water, biological or other materials or resources proposed to be obtained from the area the subject of the Activity Notice, in relation to any proposed Activity.

(j) Where any of the detailed content is omitted, the default provisions of Part 3 of this Schedule 4 will apply.

Part 2 – Additional contents of Activity Notice

(Clause 8.2(c)(iii))

An Activity Notice may also set out:

(a) whether there has been any previous Aboriginal Heritage Survey and, subject to any confidentiality restrictions, the age, methodology, participants, standard and results of that survey. If a written report of that previous Aboriginal Heritage Survey is in the possession or control of the giver of the Activity Notice, then (subject to confidentiality provisions) the Activity Notice shall be accompanied by a copy of the written report; and

(b) the extent to which the area the subject of the Activity Notice has been affected by previous ground disturbing activities; and

(c) whether the Aboriginal Heritage Act Register discloses any Aboriginal Sites on the area the subject of the Activity Notice; and

(d) any additional information which explains what sort of Survey outcome is being sought (if a Survey is required), including whether an Aboriginal Heritage Act Section 16 Application or an Aboriginal Heritage Act Section 18 Application is intended to be made (if known at the relevant time) (see clause 8.2(e)); and

(e) any other background material which will better help YAC to understand the potential impacts of what is proposed.

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Part 3 – Default provisions of Activity Notice

(Clauses 8.2(c)(ii) and 8.2(d))

For the purposes of clause 8.2(d), the following default provisions apply in respect of any item in part 1.2 of this Schedule 4 that is not specified or nominated in the Activity Notice.

Clause No.	Default Provision
Item (a)	The Activity Program contains Ground Disturbing Activity.
Item (b)	A Survey is required.
Item (c)	Site Avoidance Model.
Item (d)	Only the areas of specific Activities described in the Activity Notice are required to be Surveyed.
Item (e)	Not applicable (Parties to discuss and agree proposed Survey fieldwork start date or end date).
Item (f)	There is no requirement for a Preliminary Advice or a draft of the Survey Report.

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Schedule 5 — Costs for conduct of a Survey

(Clauses 8.3(d)(iv), 9.5 and 11)

No.	Item	Rate	GST	Description
Ethnographic Assessment				
1	Aboriginal Heritage Service Provider	At cost [Usually $900-$1000 (Indexed to CPI)] + Administration Fee of 15% of total expenditure capped at $5,000 (Indexed to CPI) + Disbursements At cost	+GST	per person per day or pro rata for part thereof
2	Principal Aboriginal Heritage Consultant	At cost [Usually $900-$1000 (Indexed to CPI)]	+GST	per person per day or pro rata for part thereof
3	Yued Aboriginal Heritage Liaison Officer (if necessary and agreed)	$500 (Indexed to CPI)	+GST	per person per day or pro rata for part thereof
Archaeological Assessment (if necessary and agreed)				
4	Archaeologist (archaeological team external contractors	At cost [Usually $900 - $1000] (Indexed to CPI)]	+GST	per person per day or pro rata for part thereof
5	Fieldwork and reporting	At cost [Usually $900 - $1000] (Indexed to CPI)]	+GST	per person per day or pro rata for part thereof
Yued Aboriginal Consultants				
6	Yued Aboriginal Consultants – between 2 and 8 unless otherwise agreed	$500 (max) (Indexed to CPI)	+GST	per person per day or pro rata for part thereof

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No.	Item	Rate	GST	Description
Field Expenses				
7	Yued Aboriginal Heritage Liaison Officer or Anthropologist accommodation/meals	At cost	+GST	
8	Archaeologist or Archaeological Team accommodation/meals	At cost	+GST	
9	Yued Aboriginal Consultants accommodation/meals	At cost	+GST	
Travel Expenses				
10	Vehicle mileage km	As per Australian Taxation Office tax schedule for location	+GST	per km
11	Hire Vehicle (if survey vehicle is hired)	commercial rates, plus fuel	+GST	
12	Yued Aboriginal Consultants motor vehicle travel expenses (if required) to be calculated as follows. (a) If usual residence within the boundary of the Yued ILUA area - at Distance travelled for return journey from place of usual residence to the survey area. (b) If usual residence outside the boundary of the Yued ILUA area - Distance travelled for return journey within the boundary of the Yued ILUA area plus up to a maximum of 200km return (100km each way) for distance travelled for return journey from place of usual residence outside the ILUA area, to the survey area.	As per Australian Taxation Office tax schedule for location	+GST	per km

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No.	Item	Rate	GST	Description
	(c) Where a particular Yued Aboriginal Consultant is considered a 'key knowledge holder' who is essential for the conduct of the survey, and whose usual place of residence is beyond the distances provided for in (b) above, additional motor vehicle expenses can be paid by agreement between the parties.			
13	Airfares	At cost	+GST	
14	Taxi travel (to and from airports or meetings)	At cost	+GST	
Incidental Expenses				
15	Film, maps, report production and expendables	At cost	+GST	

Initials: Aboriginal Heritage Service Provider: _____

Initials: Local Government/Authorised officer of the Local Government: _____

CPI Indexation

Where a rate listed in this annexure is indicated to be "*Indexed to CPI*" it shall be varied annually on 31 August of each year in accordance with the CPI Calculation.

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Schedule 6 — Contents of Survey Report

(Clause 12.4)

Part 1 – Guidelines for all Survey Reports

1.1 Copyright and confidentiality

Insert a statement to the effect that the report may only be copied in accordance with this NHALG and subject to any other restrictions agreed to, from time to time, by the Local Government and YAC.

1.2 Survey personnel

(a) Author's name in full and occupation and author's business or company name.

(b) Full name and gender of each Yued Aboriginal Consultant, and the group they represent.

(c) Full names and gender of other personnel participating in the Survey and their role.

(d) Explanation as to how Yued Aboriginal Consultants were selected.

1.3 Survey date(s)

Insert the date(s) on which fieldwork was conducted.

1.4 Spatial information

(a) The general location of the area within which the Survey was undertaken (e.g. title numbers 'x' to 'z', or the 'abc' pastoral lease, or the area shown on a map contained in the Survey Report).

(b) Grid references of the Survey Area.

(c) A map of the Survey Area.

1.5 Other information

(a) Summary of results of searches of the Aboriginal Heritage Act Register at the DPLH including the site number and name, if given, and the reference number.

(b) A general description of the fieldwork undertaken.

(c) Details of ethnographic and (if relevant) archaeological work carried out during the Survey.

(d) Description of the Survey Methodology used by the Survey Team (that is, a Site Avoidance Model or a Site Identification Model) and any other relevant methodological notes.

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(e) In respect of any Aboriginal Objects identified:

(i) a description of such Aboriginal Objects;

(ii) the location of any Aboriginal Objects so identified; and

(iii) the date on which each Aboriginal Object was identified.

(f) Any discussion and recommendations.

Part 2 – Additional guidelines for Survey Reports where Site Avoidance Model is used

2.1 Details of areas where Activity should not be undertaken (because of the presences of an Aboriginal Site within that area) and other Survey information

(a) Description of any areas where Activity should not be carried out because of the presence of an Aboriginal Site within that area.

(b) Grid references of the area where Activity should not be carried out, i.e. Eastings and Northings (of the coordinate description e.g. AMG/MGA), the AMG Zone (i.e. Zone 51) and the type of equipment used – GPS or DGPS or other.

(c) Dimensions of the area, e.g. approximately 100m east-west and 50m north-south.

(d) Location, i.e. where the area to be avoided is located in relation to tenure or significant topographical feature, e.g. the northern corner of mining lease X about 100m east of the prominent hill.

(e) Full names of person(s) who identified each Aboriginal Site and other persons present when site identified, and date site identified.

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Part 3 – Additional guidelines for Survey Reports where Site Identification Model is used

3.1 Details of new or registered Aboriginal Sites recorded during the Survey and other Survey information

(a) Site name and number, if given to existing sites, and DPLH reference number, if known.

(b) Site type, e.g. archaeological or ethnographic or both.

(c) Grid references of the site, i.e. Eastings and Northings (of the coordinate description e.g. AMG/MGA), the AMG Zone (i.e. Zone 51) and the type of equipment used – GPS or DGPS or other.

(d) Dimensions of the site, e.g. approximately 10m east-west and 5m north-south.

(e) Location, i.e. where the site is located in relation to tenure or significant topographical feature, e.g. the northern corner of mining lease X about 100m east of the prominent hill.

(f) Description, e.g. rock pool, granite outcrop.

(g) Full names of person(s) who identified each Aboriginal Site and other persons present when site identified and date site identified.

(h) Significance, if known.

3.2 Recommendations and comments

Recommendations regarding the Aboriginal Site, e.g. whether the site is:

(a) a place of importance or significance where persons of Aboriginal descent have, or appear to have left any object used for or made or adapted for use for any purpose connected with traditional cultural life of Aboriginal people (past or present); and/or

(b) a sacred/ ritual or ceremonial site of importance and special significance to persons of Aboriginal descent; and/or

(c) a place of historical, anthropological, archaeological or ethnographic importance and/or significance; and/or

(d) a place where Aboriginal objects are traditionally stored.

For each potential Aboriginal Site identified, please complete and attach a copy of the *Heritage Information Submission Form*

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3.3 Impact on Aboriginal Sites

(a) Description of any Aboriginal Sites in the Survey Area that may be affected by the Activity.

(b) Description of how the Activity is likely to impact on the Aboriginal Site(s) within the Survey Area.

(c) Description of any practical measures that may be taken to avoid or mitigate potential harm to an Aboriginal Site(s) within the Survey Area.

(d) Recommendations for how the Aboriginal Site(s) may be protected.

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Schedule 7 — DPLH Heritage Information Submission Form

(Clause 12.5 Provision of Aboriginal Heritage Information to DPLH)

Complete and submit the form entitled 'Heritage Information Submission Form' that is available on the DPLH ACHknowledge Portal (achknowledge.dplh.wa.gov.au).

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Schedule 8 — Noongar Standard Heritage Process Information

(Clause 12.6 Provision of Survey Information to DPLH)

YAC will report the following information to DPLH:

Details of the person filling in this form

1. Name:
2. Job Title:
3. Noongar Corporation Name:

About the Local Government

4. Local Government Name:
5. Contact phone number:
6. Brief summary of the project or activity:
7. Does the Project also fall within one or more Related Agreement Areas: Y/N
8. Please list any affected Regional Corporation:

Activity Notice

9. Did the Activity Notice contain all requisite information (As per Schedule 4): Y/N
10. If not did YAC:

    (c) Utilise the Default Provisions:

    (d) Request a new notice:

11. When considering whether or not a survey was required did YAC seek advice from the DPLH:

Survey

12. Select the survey methodology used: Site ID/Site Avoidance

Composition of the Survey Team

13. Name of the Aboriginal Heritage Service Provider:
14. Name of the Principal Aboriginal Heritage Consultant:
15. Number of paid Yued Aboriginal Consultants (If more than eight, detail why):
16. Number of additional (unpaid) Yued Aboriginal Consultants (detail why there was additional Consultants):
17. Was a Yued Aboriginal Heritage Liaison Officer appointed: Y/N
18. Was an additional anthropologist/archaeologist or heritage specialist appointed:
19. Were there any Local Government nominees on the survey team:

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Survey Reporting

20. If Preliminary Advice was requested was it received by YAC within the time period of 5 days after the last day of fieldwork:
21. Did YAC provide any additional comments about the Preliminary Advice:
22. If a draft Survey Report was requested was it received by YAC within 15 Business Days after the last day of Fieldwork:
23. Did YAC provide any additional comments:

Cost and Payments

24. What was the total cost paid to the Aboriginal Heritage Service Provider (if YAC was acting as the Aboriginal Heritage Service Provider or was contracting them):
25. What was the total cost of the Yued Aboriginal Consultants:

Other Circumstances

26. Do you know if the Local Government lodged or intended to lodge a section 16 or section 18 application under the Aboriginal Heritage Act 1972:
27. If yes, did YAC receive a Notice of this intention at least 30 days before the approval was lodged with the DPLH:
28. During the process did either party access the dispute resolution process: Y/N
29. Did YAC access the provisions under 'Dispute in relation to clauses 9, 11(b) or 12.2(a)(ii) and (iii)':

Additional Comments

30. Please provide any additional details about the process worth noting. All comments welcomed.

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Signing Pages

EXECUTED as a deed

Executed by **Yued Aboriginal Corporation ICN: 9579** in accordance with its constitution:

Signature of authorised representative	Signature of authorised representative
Click here to enter text.	Click here to enter text.
Full name of authorised representative	Full name of authorised representative
Click here to enter text.	Click here to enter text.
Date	Date

Executed by **Local Government – where applying common seal**

The common seal of the Enter details here was hereunto affixed on Select date by authority of a resolution of the Council in the presence of:

sign here ►

Mayor/President (delete whichever is not applicable)

print name

sign here ►

Chief Executive Officer

print name

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Yued Heritage Protection Agreement

Yued Aboriginal Corporation ICN: 9579.

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Name of Proponent/Company: [***insert***]

YHPA Reference Number: Enter number here

Date: _____

Proponent changes: ☒

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Date

THIS AGREEMENT is made on _____

Parties

Yued Aboriginal Corporation ICN: 9579 (the **YAC).**

Proponent/Company: [*insert*]

ABN or ACN: [*insert*]

Recitals

A. The YAC represents the Yued People in relation to Aboriginal Heritage matters in the Agreement Area.

B. The Proponent wishes to conduct Activities in the Agreement Area.

C. The Parties have entered into this YHPA to ensure that:

(a) the Activities are carried out in a manner that protects Aboriginal Cultural Heritage to the greatest extent possible; and

(b) the Proponent is able to lawfully exercise its rights under the Tenure.

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The Parties agree as follows:

Agreed Terms

1 Definitions and interpretation

1.1 Definitions

In this YHPA, unless the contrary intention appears:

Aboriginal Consultants means those members of the YAC or Noongar persons who have been identified by the YAC as persons who can speak about the Survey Area.

Aboriginal Cultural Business means a funeral, event or other ceremony that, in accordance with traditional laws and customs, the members of the YAC or Yued People are required to attend or that prevents the members of the YAC or Yued persons from attending to day to day business.

Aboriginal Cultural Heritage means a place, object or area:

(a) to which the Aboriginal Heritage Act and the Commonwealth Heritage Act apply; or

(b) which is identified by Yued People as having cultural significance in accordance with the traditional laws and customs of Yued People, including songlines, intangible values and totemic values.

Aboriginal Heritage means the cultural heritage value of Aboriginal Cultural Heritage.

Aboriginal Heritage Acts means the Aboriginal Heritage Act and / or the Commonwealth Heritage Act, as the case may be and includes any amending, additional or replacement legislation.

Aboriginal Heritage Act means the *Aboriginal Heritage Act 1972* (WA) as amended or replaced from time to time.

Aboriginal Heritage Act Minister means the government Minister/s from time to time responsible for the administration of the relevant Aboriginal Heritage Act/s.

Aboriginal Heritage Act Register means the register of places and objects established and maintained under section 38 of the Aboriginal Heritage Act.

Aboriginal Heritage Act Registrar means the 'Registrar of Aboriginal Sites' appointed under section 37(1) of the Aboriginal Heritage Act, and also means the ACHC as applicable.

Aboriginal Heritage Act Section 16 Application means an application to the Aboriginal Heritage Act Registrar for authorisation under section 16 of the Aboriginal Heritage Act to enter upon an Aboriginal Site and to excavate the site or to examine or remove anything on or under the site.

Aboriginal Heritage Act Section 18 Application means an application to the Aboriginal Heritage Act Minister for consent under section 18 of the Aboriginal Heritage Act to use land.

Aboriginal Heritage Agreement means an agreement with the YAC concerning Aboriginal Heritage Surveys in the Agreement Area. To avoid doubt, this YHPA is a form of Aboriginal Heritage Agreement.

Aboriginal Heritage Liaison Officer means the person appointed under clause 10.1(a)(ii).

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Aboriginal Heritage Service Provider means the person or company engaged by YAC, or by the Proponent, to plan and carry out a Survey or Surveys in the Agreement Area. The Aboriginal Heritage Service Provider may be the same as the Principal Aboriginal Heritage Consultant, or may be a separate entity or person. The Aboriginal Heritage Service Provider may also be YAC.

Aboriginal Heritage Survey means a survey conducted to assess the potential impacts and risk of Harm of Activities on Aboriginal Cultural Heritage, whether or not conducted under this YHPA and may include anthropological, ethnographic or archaeological investigations as appropriate. To avoid doubt, an Aboriginal Heritage Survey includes a Survey.

ACHC means the Aboriginal Cultural Heritage Committee established under section 28 of the Aboriginal Heritage Act.

Activity means physical works or operations, involving entry onto the Agreement Area (whether on the surface of the land or waters, or under or over that surface) or not in the Agreement Area but which may Harm Aboriginal Cultural Heritage within the Agreement Area.

Activity Notice means a notice issued by the Proponent to the YAC under clause 8.2.

Activity Notice Response means notice given by the YAC to the Proponent under clause 8.3(a).

Activity Program means all Activities described in an Activity Notice.

Agreement Area means the area to which this YHPA applies, being the land and waters described in Schedule 3 to the extent they overlap with the Tenure.

Business Day means a day that is not a Saturday, Sunday or public holiday in Perth, Western Australia.

CATSI Act means the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth).

Cleared means a proposed Activity that has been notified to the YAC in accordance with this YHPA, assessed by Yued People during a Survey and approved to proceed.

Commonwealth Heritage Act means the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth).

Cultural Heritage Management Plan (CHMP) means a management plan that is a tool intended to provide sufficient information for the Proponent to protect and manage Aboriginal Cultural Heritage and comply with its legal obligations.

Confidential Information has the meaning given in clause 21.1.

CPI means the Consumer Price Index, All Groups Index, number for Perth, Western Australia, published from time to time by the Australian Bureau of Statistics (catalogue number 6401.0). If that index ceases to be published by the Australian Bureau of Statistics then CPI shall mean such other index as represents the rise in the cost of living in Perth, Western Australia, as the State reasonably determines after consulting with YAC.

CPI Calculation means:

$$\frac{CPI_{n}}{A \times CPI_{base}}$$

where:

A = the initial base payment under this YHPA as set out in Schedule 5;

CPI_{n} = the latest June quarterly CPI number as published each year by the Australian Bureau of Statistics;

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CPI base = the June 2024 quarterly CPI number as published by the Australian Bureau of Statistics in the second half of the 2024 calendar year.

Dispute has the meaning given in clause 20.1(a).

DPLH has the meaning given to Department in section 4 of the Aboriginal Heritage Act and as at the Effective Date is the State's Department of Planning, Lands and Heritage.

DPLH Guidelines means:

(a) the Aboriginal Heritage Act 1972 Guidelines issued by the DPLH dated November 2023;

(b) Consultation Policy for section 18 applications issued by the DPLH dated November 2023; and

(c) any other current government guidelines or policies issued in respect of the Aboriginal Heritage Acts as advised by the YAC to the Proponent from time to time.

Effective Date means the date on which this YHPA comes into force and effect as an agreement between the Parties, as more particularly described in clause 4.1.

Estimated Survey Costs has the meaning given in clause 9.5(b).

Event of Default means any of the events described in clause 19.1(b).

Force Majeure means an event or cause beyond the reasonable control of the Party claiming force majeure comprising any of the following:

(a) act of God, lightning, storm, flood, fire, earthquake, explosion, cyclone or wind and wave conditions associated with a cyclone, tidal wave, landslide, adverse weather conditions;

(b) strike, lockout or other labour difficulty;

(c) act of public enemy, war, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, terrorism; or

(d) the effect of any law or authority exercised by a government authority or official by law.

Government Proponent includes a department, agency or instrumentality of the State which is proposing to conduct Activities in the Agreement Area.

GPS means a global positioning system device.

Ground Disturbing Activity means any Activity that is not Low Ground Disturbance Activity or Minimal Impact Activity.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes all associated legislation and regulations and any legislation or regulations substituting for or amending any of the foregoing.

Harm means to deal with Aboriginal Cultural Heritage in a manner which is prohibited by the Aboriginal Heritage Acts.

Heritage Application means an application by the Proponent which may result in permitting the Proponent to do anything which could interfere with Aboriginal Cultural Heritage within the Agreement Area.

ILUA means the Indigenous Land Use Agreement described in items 1 to 4 of Schedule 2.

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Insolvency Event means where a Party:

(a) commits an act of insolvency under and for the purposes of the *Corporations Act 2001* (Cth) or the CATSI Act; or

(b) is placed under external administration under and for the purposes of Chapter 5 of the *Corporations Act 2001* (Cth); or

(c) is placed under external administration under and for the purposes of Chapter 11 of the CATSI Act; or

(d) is unable to pay all its debts as and when they become due and payable.

Last Fieldwork Day has the meaning given in clause 12.1.

Low Ground Disturbance Activity means any Activity that involves only minor ground disturbance and includes the following:

(a) sampling using hand methods (including hand augering); and

(b) geophysical, biological, environmental or conservation surveys, including installing monitoring plots and marker posts; and

(c) establishing temporary camps for exploration, environment or conservation purposes, where the establishment of the temporary camp does not require the removal of trees or shrubs and does not require any earthworks; and

(d) reconnaissance and patrol in light vehicles; and

(e) drilling using hand held rig or rig mounted on 4 wheel vehicle and only on cleared tracks; and

(f) drilling using existing access and without the construction of new roads and tracks (and where use of the existing roads or tracks involves no disturbance to plant roots); and

(g) digging pitfall traps and temporary trenches for small animals; baiting and installation of temporary fences and nest boxes; and

(h) removing soil and flora samples and cores up to 20 kilograms, and up to a depth of two metres from the natural surface; and

(i) collecting and removing loose rocks, firewood, flora or fauna; and

(j) fossicking for rocks and gemstones; and

(k) conducting tests for water, site contamination, or other scientific or conservation purposes; and

(l) maintaining and refurbishing existing facilities, including recreation and camping facilities, water points, signs and other structures; and

(m) maintaining but not widening existing roads, drains, culverts, bridges, trails, tracks, fence lines and firebreaks; and

(n) erecting signage and barriers using hand and mechanical augers; and

(o) revegetating of degraded areas, including fencing areas of vegetation; and

(p) rehabilitating previously disturbed areas, including ripping, scarifying, matting, brushing, seeding and planting; and

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(q) carrying out species recovery programs; and

(r) erosion control activities around existing roads, infrastructure or facilities; and

(s) weed control using hand, mechanical and chemical methods of control excluding excavation or furrowing of soil; and

(t) conducting tourism operations that:

(i) are based in established facilities; or

(ii) require the establishment of new facilities that require no, or only minor, ground disturbance; and

(u) any other use of hand-held tools, not referred to in the preceding paragraphs; and

(v) events such as car rallies and marathons using existing roads, stock routes or pastoral lease tracks; and

(w) walking, driving or riding tours using existing roads, stock routes, pastoral lease tracks or historical trails (official or unofficial); and

(x) exercise of grazing rights permitted under Division 3, Subdivision G of the *Native Title Act 1993*; and

(y) the laying of water pipelines across the ground where no excavation is required; and

(z) any other Activities agreed in writing by the Parties to be Low Ground Disturbance Activities.

Members means members of the YAC and all of those persons who are eligible to be members in accordance with the membership criteria.

Minimal Impact Activity means any Activity that involves minimal or no ground disturbance. Minimal Impact Activity includes the following:

(a) Walking, photography, filming; and

(b) Aerial surveying and magnetic surveys; and

(c) Use of existing tracks and water courses for access and transport; and

(d) Environmental monitoring; and

(e) Non-invasive water and soils sampling; and

(f) Fossicking using hand held instruments; and

(g) Spatial measurement; and

(h) Scientific research, using hand held tools; and

(i) Light vehicular access and camping using existing tracks and involving no clearance of vegetation.

Noongar Boodja Trust Deed means the Trust Deed as defined in the ILUA.

Noongar Boodja Trustee means the Trustee appointed under the Noongar Boodja Trust Deed from time to time.

Party means a party to this YHPA and **Parties** mean any 2 or more of them as the case requires.

Preliminary Advice means advice, in writing, complying with clause 12.2(a).

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Principal Aboriginal Heritage Consultant means the anthropologist, archaeologist or other appropriately qualified professional nominated and agreed under clauses 8.3(d) or 9.7.

Program of Proposed Works means the program of proposed works for a specified period prepared by a Proponent that will be carried out, wholly or partially, in the Agreement Area.

Regional Corporation has the meaning given in the Noongar Boodja Trust Deed.

Sensitive Heritage Information means culturally restricted information about Aboriginal Cultural Heritage or any other items of Aboriginal Heritage, provided by the Aboriginal Consultants during the course of or in relation to a Survey, including where such information is contained in any Survey Report.

Site Avoidance Model means a Survey methodology involving the identification of areas where Activity should not be undertaken because of the presence of Aboriginal Cultural Heritage within that area.

Site Avoidance Survey means a Survey carried out using the Site Avoidance Model.

Site Identification Model means a Survey methodology involving the identification of Aboriginal Cultural Heritage.

Site Identification Survey means a Survey carried out using the Site Identification Model.

Survey means an Aboriginal Heritage Survey conducted under this YHPA.

Survey Agreement Date has the meaning given in clauses 9.1(a) or 9.1(b).

Survey Agreement Period has the meaning given in clause 9.1(d).

Survey Area means the area of land or waters the subject of a Survey, or proposed to be the subject of a Survey.

Survey Methodology means either a Site Avoidance Model or a Site Identification Model.

Survey Report means a report of the results of a Survey, containing the information set out in clause 12.3 and Schedule 6.

Survey Team has the meaning given in clause 10.1.

Tenure means [***insert written description of title***], being the area shown in the map attached at Schedule [•].

WHS Act means the *Work Health and Safety Act 2020* (WA) and any regulations made thereunder.

YAC means Yued Aboriginal Corporation ICN 9579.

YHPA means this Yued Heritage Protection Agreement.

Yued Country means the area within the external boundary described in Schedule 1 to the ILUA and depicted in Schedule 2 to the ILUA.

Yued People for the purposes of this YHPA means the Native Title Agreement Group as defined in the ILUA.

1.2 Interpretation — general

In this YHPA , unless the contrary intention appears:

(a) the headings and subheadings in this YHPA are inserted for guidance only and do not govern the meaning or construction of any provision of this YHPA;

(b) words expressed in the singular include the plural and vice versa;

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(c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(d) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this agreement or any part of it;

(e) a reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure to this YHPA and a reference to this YHPA includes any recital, schedule or annexure;

(f) a reference to a document, agreement (including this YHPA) or instrument is to that document, agreement or instrument as varied, amended, supplemented, or replaced;

(g) a ‘person’ includes a company, partnership, firm, joint venture, association, authority, corporation or other body corporate, trust, public body or Government Proponent;

(h) a reference to a 'person' (including a Party to this YHPA) includes a reference to the person's executors, administrators, successors and permitted assigns, transferees or substitutes (including persons taking by permitted novation);

(i) a reference to a person, statutory authority or government body (corporate or unincorporate) established under any statute, ordinance, code, legislation or other law includes a reference to any person (corporate or unincorporate) established or continuing to perform the same or substantially similar function;

(j) a reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not it is in writing;

(k) ‘including’ means ‘including but not limited to’;

(l) a reference to a statute, ordinance, code, legislation or other law includes regulations and other instruments under it and amendments, re-enactments, consolidations or replacements of any of them;

(m) a reference to dollars or $ is a reference to the currency of Australia;

(n) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(o) a reference to a month is to be interpreted as the period of time commencing at the start of any day in one of the calendar months and ending immediately before the start of the corresponding day of the next calendar month or if there is no such day, at the end of the next calendar month;

(p) references to time are to local time in Perth, Western Australia;

(q) where time is to be reckoned from a day or event, that day or the day of that event is excluded;

(r) if the day on or by which a person must do something under this YHPA is not a Business Day, the person must do it on or by the next Business Day;

(s) the rights or obligations arising from this YHPA are to be read as requiring each Party to act reasonably in performing the YHPA; and

(t) if any conflict arises between the terms and conditions contained in the clauses of this YHPA and any recitals, schedules or annexures to this YHPA, the terms and conditions of the clauses of this YHPA shall prevail.

1.3 Interpretation — liabilities and benefits

In this YHPA, unless the contrary intention appears:

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(a) any agreement, representation, warranty or indemnity set out in this YHPA which is in favour of the YAC and the members is for the benefit of them jointly and severally; and

(b) any agreement, representation, warranty or indemnity in favour of the Proponent, where the Proponent comprises more than one entity, is for the benefit of them jointly and severally; and

(c) any agreement, representation, warranty or indemnity which is given by the Proponent, where the Proponent comprises more than one entity, binds them jointly and severally.

2 No Application of this YHPA to Emergency Activities

This YHPA does not apply to Activities which are urgently required to secure life, health or property, or to prevent or address an imminent hazard to life, health or property of any person.

3 Execution and effect of this YHPA

(a) Execution of this YHPA may take place by the YAC and the Proponent executing any number of counterparts of this YHPA, with all counterparts together constituting the one instrument.

(b) If this YHPA is to be executed in counterparts, the Parties must execute sufficient numbers for each of them to retain one instrument (constituted by the counterparts).

(c) Notwithstanding the prior provisions of this clause 3, the Parties acknowledge that, in order to avoid possible confusion, it is their intention that all Parties shall execute one instrument (in sufficient copies for each Party to retain an executed copy).

4 Term and termination

4.1 Effective Date

This YHPA comes into force and effect as between the Proponent and the YAC on the date that the last of those Parties executes this YHPA.

4.2 Termination

This YHPA shall terminate on the occurrence of whichever of the following events is first to occur:

(a) all Parties agree in writing to end this YHPA;

(b) as referred to in clause 19.2(d), a court order is made to wind up either Party as the result of an Event of Default.

4.3 Termination or de-registration of ILUA does not affect YHPA

Notwithstanding the termination or de-registration of the ILUA, this YHPA shall continue to apply to the Parties with full force and effect, to the extent that this YHPA has commenced under clause 4.1.

4.4 Survival of provisions and entitlements upon termination

This YHPA ceases to have any force or effect on and from the date of termination, save that:

(a) any entitlements, obligations or causes of action which accrued under this YHPA prior to termination survive termination;

(b) clauses 1, 4.4, 6, 15, 20, 21, 23, 24, 27.2, 27.3, 27.4 and 27.6 survive termination.

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5 Area to which this YHPA applies

This YHPA applies to the Agreement Area.

6 Authority, representations and warranties

6.1 YAC representations and warranties

The YAC represents and warrants, for the benefit of the Proponent, that:

(a) it is the Regional Corporation for the Agreement Area;

(b) it represents its Members in respect of Aboriginal Heritage matters within the Agreement Area; and

(c) all conditions and things required by applicable law to be fulfilled or done (including the obtaining of any necessary authorisations) in order to enable it lawfully to enter into, exercise its rights and perform its obligations under, this YHPA have been fulfilled or done; and

(d) it knows of no impediment to it performing its obligations under this YHPA.

6.2 Proponent representations and warranties

The Proponent represents and warrants, for the benefit of the YAC and its Members, that:

(a) it is authorised to enter into this YHPA; and

(b) all conditions and things required by applicable law to be fulfilled or done (including the obtaining of any necessary authorisations) in order to enable the Proponent lawfully to enter into, exercise its rights and perform its obligations under, this YHPA have been fulfilled or done; and

(c) it knows of no impediment to the Proponent performing its obligations under this YHPA.

6.3 Reliance on warranties

Each Party acknowledges that the other Parties have relied on the warranties provided in clauses 6.1 or 6.2 (as the case may be) to enter into this YHPA.

7 Cooperation regarding Aboriginal Cultural Heritage and proposed Activities

7.1 Early exchange of information — Program of Proposed Works

The Parties acknowledge the importance of an early exchange of information between the Proponent and the YAC about proposed Activities in the Agreement Area to enable informed decisions to be made. In accordance with this objective:

(a) wherever practical, but not less than once every 12 months, the Proponent shall provide the YAC with a Program of Proposed Works for which Activity Notices are likely to be provided in the following 12 months; and

(b) where, as a result of receiving the Program of Proposed Works the YAC becomes aware of any particular Aboriginal Heritage concern arising from a proposal to conduct an Activity (including concerns as to the extent of the proposed Activity and the Aboriginal Cultural Heritage that may be affected), the YAC will use its best endeavours to raise those concerns with the Proponent as soon as practicable after receipt of the Program of Proposed Works; and

(c) the Proponent will only use the communication channels nominated by the YAC and will not correspond directly with Yued People in relation to any matters arising under this YHPA.

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7.2 DPLH Guidelines

(a) The Parties acknowledge the application of the DPLH Guidelines as part of the assessment process for considering the impact of any proposed Activity on Aboriginal Heritage; and

(b) Following the issuing of the Activity Notice if there is any doubt as to the impact of any proposed Activity on Aboriginal Heritage after considering the DPLH Guidelines, the Parties may seek the advice and assistance of the Aboriginal Heritage Act Registrar or other relevant officer from DPLH, with respect to the provision of further information if appropriate.

(c) If reasonably requested and resourced by the Proponent, the YAC agrees to review existing heritage survey reports within the Agreement Area and, acting reasonably, determine whether to endorse those reports in compliance with the DPLH Guidelines, such endorsement not to be unreasonably withheld.

7.3 No breach of Aboriginal Heritage Acts

(a) Nothing in this YHPA purports to authorise any act or omission that may be in breach of the Aboriginal Heritage Acts.

(b) If the Proponent carries out any Activities through contractors, then the Proponent shall ensure that such contractors are made aware of the obligations of the Aboriginal Heritage Acts and of this YHPA.

8 The Activity Notice

8.1 Circumstances where no Activity Notice needs to be given

(a) The Proponent does not have to issue an Activity Notice where the Activities proposed to be conducted consist entirely of:

(i) Minimal Impact Activities; or

(ii) Low Ground Disturbance Activities of a class that YAC, has notified in writing to the Proponent need not be the subject of an Activity Notice.

(b) If the Proponent (acting reasonably) has any doubt as to whether clause 8.1(a) operates to exempt the Proponent from issuing an Activity Notice, then the Proponent shall issue the Activity Notice in any event.

8.2 Giving the Activity Notice

(a) Except where clause 8.1(a) applies, if the Proponent intends to undertake an Activity in the Agreement Area, it shall issue a notice in writing to the YAC in accordance with this clause 8.2 (**Activity Notice**).

(b) The main purposes of an Activity Notice are:

(i) to provide adequate information to assist the YAC to make an assessment as to whether there may be a risk of Harm to Aboriginal Cultural Heritage and if a Survey is required and if so, whether a Site Identification Survey or a Site Avoidance Survey; and

(ii) if a Survey is required, to provide information relevant to the conduct of that Survey.

(c) The Activity Notice shall contain:

(i) the basic information specified in part 1.1 of Schedule 4; and

(ii) the key statements and nominations specified in part 1.2 and the detailed contents specified in part 1.3 of Schedule 4; and

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(iii) sufficiently detailed information as required by the Aboriginal Heritage Act and associated regulations and DPLH Guidelines to enable the YAC to consider and prepare (following the conduct of a Survey if required) its initial response in respect of a potential Heritage Application (if required); and

may also contain:

(iv) the additional contents specified in part 2 of Schedule 4.

(d) If the Proponent omits to specify or nominate, in an Activity Notice, any of the particular items referred to in parts 1.2 and 1.3 of Schedule 4, then the default provisions provided in part 3 of Schedule 4 shall apply.

(e) To avoid doubt, the Proponent may modify any aspect of the Activity Notice up to the time of receiving the Activity Notice Response. Proposed modifications to the Activity Notice after receipt of the Activity Notice Response shall be discussed between the Parties but, acting reasonably, the YAC shall have the right to request a fresh Activity Notice instead of dealing with the proposed modified Activity Notice. If a fresh Activity Notice is issued the time limits in clause 18.1(a) below shall apply as if that were a new Activity Notice. The Proponent may also request any of the items referred to in part 1.2(f) of Schedule 4 at any later time.

8.3 Considering the Activity Notice and deciding whether a Survey is required

(a) The YAC will consider the Activity Notice and shall, within 15 Business Days after receipt of such Activity Notice or modified Activity Notice, notify the Proponent in writing as to whether the YAC considers that a Survey is required (**Activity Notice Response**). In coming to its decision the YAC shall take into account:

(i) whether the Activities may pose a risk of Harm to Aboriginal Cultural Heritage; and

(ii) the extent to which the Activity Program described in the Activity Notice consists of Low Ground Disturbance Activities; and

(iii) the extent to which the land and waters the subject of the Activity Notice have been the subject of a previous Aboriginal Heritage Survey. In considering this factor, the YAC will consider the DPLH Guidelines and whether it is clear from the reported results of the previous Aboriginal Heritage Survey that the Activities disclosed in the Activity Notice can be carried out without posing a risk of Harm to Aboriginal Cultural Heritage; and

(iv) any relevant previous decisions by the YAC under clause 8.2(e); and

(v) any other matter the YAC reasonably considers relevant, including if appropriate a visit to the Agreement Area with representatives from the Proponent and from DPLH.

(b) The Proponent shall be free to carry out any Activity in the Agreement Area without conducting a Survey where the YAC so agrees in writing whether in an Activity Notice Response or otherwise.

(c) Either Party may reasonably request additional information from the other at any time to enable discussion and proper consideration of the Activity Notice.

(d) If in its Activity Notice Response the YAC indicates that it considers that a Survey is required, then the Activity Notice Response shall, if applicable, set out the following additional information:

(i) if different to the opinion given by the Proponent in the Activity Notice in accordance with part 1.2(a) of Schedule 4 a statement of the extent to which the Activity Program consists of Low Ground Disturbance Activity, in the YAC's opinion; and

(ii) if different to the nomination by the Proponent in the Activity Notice in accordance with part 1.2(c) Schedule 4, a nomination of the YAC's proposed Survey Methodology; and

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(iii) if different to the date or dates nominated by the Proponent in the Activity Notice in accordance with part 1.2(e) of Schedule 4, a nomination of a proposed Survey start date or finish date taking into account the availability of the YAC and the Aboriginal Heritage Service Provider, if contracted by the YAC; and

(iv) if practicable, and subject to clause 9.5(a), an estimate of costs to conduct the Survey; and

(v) an election, or not, by the YAC as to whether it will:

(A) contract the Aboriginal Heritage Service Provider; or

(B) perform the functions of the Aboriginal Heritage Service Provider itself and, if so, whether it will need to contract a Principal Aboriginal Heritage Consultant; and

(vi) if electing to contract the Aboriginal Heritage Service Provider, a nomination of the YAC's preferred proposed Aboriginal Heritage Service Providers and (if different to the Aboriginal Heritage Service Provider) Principal Aboriginal Heritage Consultant;

(vii) if the YAC does not elect either to be the Aboriginal Heritage Service Provider or to contract the Aboriginal Heritage Service Provider under clause 8.3(d)(v), the YAC will provide the names and contact details of the proposed Aboriginal Consultants for the Survey to the contracted Aboriginal Heritage Service Provider.

8.4 Disagreements following Activity Notice Response

If, following receipt by the Proponent of the Activity Notice Response, the Parties are in disagreement on any matter concerning the conduct of a proposed Survey, the Parties shall then endeavour to agree on all outstanding matters by following the provisions of clause 9. To avoid doubt, until the Parties have consulted under clause 9 during the period of 20 Business Days referred to in clause 9.1(d), no Party is entitled to invoke the dispute resolution provisions of clause 20 in respect of any matter the subject of this clause 8.

9 Survey agreement and planning

9.1 Operation of this clause 9 – Survey Agreement Date

(a) Subject to clause 9.1(b), the date on which agreement is reached on all matters referred to in clauses 9.2 to 9.7 (inclusive) is the **Survey Agreement Date**.

(b) If after receipt by the Proponent of the Activity Notice Response under clause 8.3(a) the Parties are in agreement about all matters regarding a proposed Survey, then the date on which the Proponent communicates its agreement in writing in respect of all matters to the YAC shall be deemed to be the Survey Agreement Date referred to in clause 9.1(a).

(c) The Parties' discussions under this clause 9 shall be conducted reasonably and in good faith.

(d) The Parties shall endeavour to ensure that the Survey Agreement Date occurs within 20 Business Days after the date of receipt by the Proponent of the Activity Notice Response (**Survey Agreement Period**).

(e) If any of the matters referred to in clauses 9.2 to 9.7 (inclusive) cannot be agreed during the Survey Agreement Period, then either Party may serve a notice of Dispute in accordance with clause 20.2 on or after the first Business Day after the expiry of the 20 Business Days comprising the Survey Agreement Period referred to in 9.1(d).

9.2 Whether a Survey is required

(a) The Parties' discussions regarding whether a Survey is required will be guided by the matters in clauses 8.3(a), and 9.2(b).

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(b) The following provisions shall apply to the Parties' decisions, acting reasonably, about whether a Survey is required.

(i) Where there has been no previous Aboriginal Heritage Survey (whether under this YHPA or otherwise endorsed by the YAC) undertaken in relation to the area of land and waters the subject of the Activity Notice, there is a presumption that a Survey is required unless otherwise agreed or waived by the YAC in accordance with clause 8.3(b).

(ii) Where this YHPA does not deal with the particular circumstance as to whether a Survey is required, there is a presumption that a Survey is required.

(iii) Where a previous Aboriginal Heritage Survey (whether conducted under this YHPA or otherwise) has, or if not clear, reasonably appears to have, covered the area the subject of the Activity Notice, there is no presumption either way as to whether a Survey is required. Subject to confidentiality provisions, the Proponent must (if it is in their possession or control) provide by way of notice a copy of the written report of the previous Aboriginal Heritage Survey to the YAC (if such copy has not already been provided with the Activity Notice).

(iv) For the avoidance of doubt, if a risk of Harm to Aboriginal Cultural Heritage caused by the Activities in the Activity Notice cannot be ruled out, there is a presumption that a Survey is required unless the Parties (acting reasonably) otherwise agree.

(v) Subject to the presumptions in clauses 9.2(b)(i), 9.2(b)(ii) and 9.2(b)(iv), and the matters described in clause 9.2(b)(iii), in determining whether a Survey is required, the Parties will have regard to the following matters:

(A) the nature of the Activities outlined in the Activity Notice; and

(B) whether there has been any previous Aboriginal Heritage Survey, the age, methodology, participants, standard and results of that survey and the extent to which it complies with any applicable DPLH Guidelines; and

(C) the extent to which the land has been affected by previous ground disturbing activities; and

(D) whether the Aboriginal Heritage Act Register discloses any Aboriginal Cultural Heritage on the land the subject of the Activity Notice; and

(E) any relevant matters relating to Noongar practices, laws and customs; and

(F) any other relevant matters raised by any of the Parties.

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9.3 Agreements regarding Low Ground Disturbance Activity

(a) The Parties' discussions to confirm the extent of Low Ground Disturbance Activity, and whether a Survey is required in respect of such Activity, will be guided by the definition of Low Ground Disturbance Activity in this YHPA.

(b) If the YAC considers that a Survey in respect of any Low Ground Disturbance Activity is required, then the YAC and the Proponent will each use their reasonable endeavours to address the concerns of YAC, by modifying the proposed Low Ground Disturbance Activity to limit the impact it may have on Aboriginal Cultural Heritage to the extent necessary to remove the need to conduct a Survey.

9.4 Selection of Survey Methodology

The discussions between the YAC and the Proponent about Survey Methodology shall be conducted with a view to reaching agreement on a Survey Methodology that is fit for purpose, having regard to YAC's concerns for the Survey Area, the DPLH Guidelines, and the Activities proposed by the Proponent.

9.5 Estimate of costs of Survey when YAC is contracting Aboriginal Heritage Service Provider

Where the YAC has elected to be the Aboriginal Heritage Service Provider or to contract an Aboriginal Heritage Service Provider under 8.3(d)(v), the following provisions apply:

(a) the Parties acknowledge that it may not always be possible for the YAC or the YAC's nominated Aboriginal Heritage Service Provider to provide an accurate cost estimate at the time of providing an Activity Notice Response, and that a cost estimate in many cases may need to be provided, or revised, following resolution of all other matters under this clause 9.

(b) if an estimate of Survey costs has not been provided earlier, then the YAC must ensure that by the end of the Survey Agreement Period, the Aboriginal Heritage Service Provider submits a written and itemised estimate of Survey costs to the Proponent for approval by the Proponent (the **Estimated Survey Costs**).

9.6 Selection of Aboriginal Heritage Service Provider and Principal Aboriginal Heritage Consultant

(a) If the YAC is contracting an Aboriginal Heritage Service Provider, and the YAC's Activity Notice Response does not identify the YAC's nominated Aboriginal Heritage Service Provider and (if different to the Aboriginal Heritage Service Provider) the Principal Aboriginal Heritage Consultant, then the YAC will advise the Proponent of these nominations during the Survey Agreement Period.

(b) The Parties acknowledge that, if the YAC is contracting an Aboriginal Heritage Service Provider, the Proponent will not have any role in nominating an Aboriginal Heritage Service Provider or a Principal Aboriginal Heritage Consultant (if different), subject however to the rights of the Proponent under clause 18.1(e) in the event of delays.

(i) if the Proponent or the YAC has reasonable concerns about the expense, competence or impartiality of the Aboriginal Heritage Service Provider or the Principal Aboriginal Heritage Consultant (as the case may be) to be contracted by the YAC or the Proponent (as the case may be), it may request the other Party to consider another anthropologist, archaeologist or appropriately qualified professional to act as Aboriginal Heritage Service Provider or the Principal Aboriginal Heritage Consultant (as the case may be); and

(ii) if the Parties cannot reach agreement on the Aboriginal Heritage Service Provider or the Principal Aboriginal Heritage Consultant (as the case may be) to be contracted by the YAC or the Proponent within the Survey Agreement Period, then in addition to and without limiting the Proponent's general rights under clause 18.1(e), the YAC or the Proponent (whichever is the non-contracting party) may nominate an alternative proposed Aboriginal Heritage Service Provider or Principal Aboriginal Heritage Consultant and the other Party shall promptly respond to any such nomination and shall ensure that it does not unreasonably withhold its approval to appointing such nominee as the Aboriginal Heritage Service Provider or the Principal Aboriginal Heritage Consultant (as the case may be).

9.7 Estimate of time for Survey commencement or completion

If following the Activity Notice Response and where the YAC is contracting the Aboriginal Heritage Service Provider the Parties are not in agreement about the date of commencement of fieldwork for the Survey or the date of completion of fieldwork for the Survey (as the case may be), then during the Survey Agreement Period, the Parties shall endeavour to agree on such date or dates. If there is no agreement the selection of dates will be resolved in accordance with clause 20.

10 Survey Team and commencement of Survey

10.1 Survey team

(a) As soon as possible after the Survey Agreement Date, and where either the YAC or the Proponent is contracting the Aboriginal Heritage Service Provider, the Aboriginal Heritage Service Provider, in conjunction with the Principal Aboriginal Heritage Consultant if appointed, after receiving names and

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contact details of the Aboriginal Consultants from the YAC in accordance with 8.3(d)(vii), will organise a Survey Team (**Survey Team**), which shall consist of:

(i) up to 8 Aboriginal Consultants, with appropriate experience and authority, as are necessary, in the opinion of the Aboriginal Heritage Service Provider and the YAC, to examine the Survey Area and assist in the Survey; and

(ii) if considered necessary by the Aboriginal Heritage Service Provider and agreed to by the Parties, an Aboriginal Heritage Liaison Officer, who will be responsible for Survey logistics and on-ground operations; and

(iii) where considered necessary by the YAC or the Aboriginal Heritage Service Provider, another anthropologist of a specific gender; and

(iv) where the Survey being conducted is a Site Identification Survey, or where considered necessary by the Aboriginal Heritage Service Provider and agreed to by the Parties, including during the course of the Survey, an archaeologist.

(b) Where considered necessary by the Aboriginal Heritage Service Provider and agreed to by the YAC and the Proponent, more than one archaeologist may be appointed to the Survey Team.

(c) The number of paid Aboriginal Consultants to be appointed to the Survey Team will not be more than the number specified in clause 10.1(a)(i) unless particular circumstances can be demonstrated to exist including, for example:

(i) a large number of Aboriginal Cultural Heritage is known to exist within a Survey Area and the number of Aboriginal people who have authority to speak for that Aboriginal Cultural Heritage and should be consulted about them is greater than 8; and/or

(ii) the Survey Area crosses the boundaries of two or more Regional Corporations.

In these circumstances the Proponent and the YAC must agree on the number of additional Aboriginal Consultants for the Survey Team.

(d) Additional Aboriginal Consultants may accompany the Survey Team but the Proponent will not be liable for additional costs.

(e) The Proponent may send one or two nominees with appropriate authority on the Survey to assist the Survey Team conducting the Survey with provision of information and requests where required.

10.2 Commencement and conduct of Survey

(a) If the YAC is contracting the Aboriginal Heritage Service Provider, the YAC will use its, and must ensure that the Aboriginal Heritage Service Provider and the Principal Aboriginal Heritage Consultant (if different to the Aboriginal Heritage Service Provider) each uses its best endeavours to commence the Survey within the time agreed by the Parties, or subject to the availability of a Survey Team, in the absence of agreement within 40 Business Days after the Survey Agreement Date unless clauses 11(c) applies, in which case the time for commencement of the Survey will be extended in accordance with the timeframes set out in the relevant clauses if the Dispute is resolved.

(b) The YAC and/or the Proponent (depending upon which is contracting the Aboriginal Heritage Service Provider) will ensure that the Survey Team observes and complies with any safety and other procedures and policies implemented from time to time by the Proponent over the Survey Area. The Proponent will provide the YAC with details of and explain these procedures and policies in order for the YAC to provide these details and explain the procedures and policies to the Aboriginal Consultants before the Survey commences. The Proponent will also provide members of the Survey Team (and any other attending members of the YAC) with protective clothing and equipment if reasonably necessary in all the circumstances. To the extent required by the WHS Act, , the Proponent shall take such

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measures as are required to ensure the health and safety of the Survey Team and that the members of the Survey Team are not exposed to hazards.

(c) The YAC acknowledges that the members of the Survey Team are not employees of the Proponent, and that the Proponent is not required to have insurance in place for the protection of Survey Team members. The onus is on the Party contracting the Aboriginal Heritage Service Provider to ensure that the Aboriginal Heritage Service Provider has insurance in place to adequately cover the Survey Team.

(d) The Survey Team will as appropriate in the circumstances:

(i) visit the Survey Area; and

(ii) identify any Aboriginal Cultural Heritage in the Survey Area or, in the case of a Site Avoidance Survey, determine the area to be avoided due to the actual or likely presence of Aboriginal Cultural Heritage; and

(iii) provide sufficient information to the Aboriginal Heritage Service Provider, or any other heritage consultant accompanying the Survey Team, to enable them to:

(A) record the external boundaries of all Aboriginal Cultural Heritage or, in the case of a Site Avoidance Survey, the area to be avoided due to the actual or likely presence of Aboriginal Cultural Heritage, using a GPS; and

(B) record relevant Aboriginal Cultural Heritage information or, in the case of a Site Avoidance Survey, the area(s) to be avoided; and

(C) mark the external boundaries of identified Aboriginal Cultural Heritage or, in the case of a Site Avoidance Survey, the external boundaries of the area to be avoided due to the presence of Aboriginal Cultural Heritage, on a map; and

(D) make recommendations for the protection and management of any Aboriginal Cultural Heritage identified by the Survey Team; and

(E) generally, prepare a Survey Report that complies with the requirements of clause 12.

(e) When in the field, and in response to Aboriginal Heritage concerns raised by the Aboriginal Consultants, the representatives of the Proponent nominated under clause 10.1(e):

(i) shall withdraw from discussion and inspections in order to ensure the confidentiality of Sensitive Heritage Information or other information pertaining to Aboriginal Cultural Heritage; and

(ii) may make modifications to the Activity Program and the Survey Team may then proceed to assess the Aboriginal Heritage significance of the modified Activity Program in accordance with the applicable Survey Methodology, in which case such work by the Survey Team is payable by the Proponent, notwithstanding the Estimated Survey Costs.

11 Payment for Surveys when the YAC is contracting the Aboriginal Heritage Service Provider

Where the YAC has elected to contract an Aboriginal Heritage Service Provider or to perform the functions of the Aboriginal Heritage Service Provider under clause 8.3(d)(v), the following provisions apply:

(a) The Proponent shall pay the costs and expenses of the Survey at the rates set out in Schedule 5.

(b) The Proponent agrees to pay 100% of the approved Estimated Survey Costs to the YAC:

(i) within 10 Business Days before the commencement of the Survey, or

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(ii) within 10 Business Days after the approval of the Estimated Survey Costs under clause 9.5(b),

whichever is the earlier (the **Relevant Period**).

(c) If the Proponent fails to pay the Estimated Survey Costs within the Relevant Period the YAC may:

(i) serve a notice of Dispute in accordance with clause 20.2 on or after the first Business Day following the end of the Relevant Period; and / or

(ii) elect not to continue with preparation or the conduct of the Survey.

(d) The monies constituting the Estimated Survey Costs must be:

(i) held by the YAC in an account established specifically for survey costs at a bank and must be kept separate from all other bank accounts of, or monies received or held by, YAC; and

(ii) used only for the payment of the Estimated Survey Costs and any repayment to the Proponent under clause 11(h).

(e) If the Survey is cancelled by the Proponent before it is completed, the part of the Estimated Survey Costs that has been expended and any of the disbursements that have been paid and cannot be recovered will be forfeited and the balance will be refunded to the Proponent.

(f) If the Survey is cancelled by the Proponent before it is completed but after it has commenced, the part of the Estimated Survey Costs that has not been expended but comprises payment for services will be forfeited by the Proponent.

(g) Following completion of the Survey, the YAC must provide a tax invoice of the Survey costs to the Proponent that reconciles the Estimated Survey Costs with the costs incurred. This tax invoice must be accompanied by all relevant receipts and invoices, and any other relevant supporting documentation, and must be certified as correct by the chief executive officer of the YAC or their delegate.

(h) If the costs incurred are less than the Estimated Survey Costs, the YAC shall refund the balance of the monies paid in accordance with clause 11(b) to the Proponent.

(i) If the costs incurred exceed the Estimated Survey Costs by 10% or less, the Proponent shall pay the additional amount to the YAC within 20 Business Days of receiving a tax invoice (accompanied by all relevant receipts and invoices and any other relevant supporting documentation) that must be certified as correct by the chief executive officer of the YAC or their delegate.

(j) If the Proponent receives notification of revised costs from the YAC under clause 9.5(b)(b), the Proponent will pay 100% of any additional costs to the YAC within 10 Business Days of their approval by the Proponent. Once paid, these monies will be added to the Estimated Survey Costs and dealt with in accordance with (c) – (h) above.

12 Survey Report

12.1 Timing of Preliminary Advice and Survey Report

After the last day of fieldwork for a Survey (**Last Fieldwork Day**) if either the Proponent or the YAC is contracting the Aboriginal Heritage Service Provider, the Proponent or the YAC, as the case may be, will use all reasonable endeavours to procure that the Aboriginal Heritage Service Provider or the Principal Aboriginal Heritage Consultant provides the Parties with:

(a) Preliminary Advice (if requested by the Proponent in the Activity Notice), as soon as reasonably practicable, and in any event to the YAC within 5 Business Days after the Last Fieldwork Day and, after taking into account any comments from the YAC, to the Proponent within 12 Business Days after the Last Fieldwork Day;

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(b) a draft Survey Report (if requested by the Proponent in the Activity Notice), as soon as reasonably practicable, and in any event to the YAC within 15 Business Days after the Last Fieldwork Day, to enable the YAC to comment on it; and after taking into account any comments from the YAC, to the Proponent within 30 Business Days after the Last Fieldwork Day;

(c) a final Survey Report, taking into account any comments from the Proponent about any identified technical, factual or typographical errors or any issues of non-compliance with the guidelines in part 1, part 2 and/or part 3 of Schedule 6, within 40 Business Days after the Last Fieldwork Day.

12.2 Preliminary Advice

(a) The Preliminary Advice should provide sufficient information (without disclosing any Sensitive Heritage Information) to allow the Proponent to know whether it is likely to be able to proceed or not with any Activities, with or without conditions.

(b) The Proponent may not proceed with any Activities indicated in the Preliminary Advice unless agreed in writing by the YAC and permitted by the Aboriginal Heritage Acts.

12.3 Contents of Survey Report

The Party contracting the Aboriginal Heritage Service Provider must ensure the following:

(a) that the Aboriginal Heritage Service Provider or Principal Aboriginal Heritage Consultant will, in consultation with the Survey Team, prepare a Survey Report in accordance with the guidelines:

(i) in part 1 and part 2 of Schedule 6, where the Survey being conducted is a Site Avoidance Survey; or

(ii) in part 1 and part 3 of Schedule 6, where the Survey is a Site Identification Survey.

(b) Subject to clause 12.3(c), the Survey Report must:

(i) identify and explain:

(A) if there is any Aboriginal Cultural Heritage within the area surveyed (including the location and characteristics of such Aboriginal Cultural Heritage);

(B) (if applicable) the likely risk of Harm to, and the potential impact on Aboriginal Cultural Heritage within the area surveyed posed by the proposed Activities;

(C) whether and how the Activities may be conducted so that there is no risk of Harm to Aboriginal Cultural Heritage; and

(D) if a risk of Harm to Aboriginal Cultural Heritage cannot be avoided, actions and/or conditions to work which may mitigate the risk of Harm to Aboriginal Cultural Heritage posed by the proposed Activities (such as the engagement of Heritage Monitors and co-design of a Cultural Heritage Management Plan).

(c) The draft Survey Report will initially be provided to the YAC only to assess whether it includes Sensitive Heritage Information. If the YAC or Yued People on the Survey Team determine that a Survey Report is likely to contain or reveal Sensitive Heritage Information and that publication of the Survey Report is not consistent with Aboriginal Heritage, the Survey Report provided to the Proponent under this YHPA will exclude any Sensitive Heritage Information at the discretion of the Yued People on the Survey Team but will disclose sufficient information to enable the Proponent to comply with its obligations under the Heritage Acts.

(d) Where the Proponent (acting reasonably) has requested in writing that the Survey Report complies with the DPLH Guidelines and the Proponent envisages that it may wish to file an Aboriginal Heritage Act Section 18 Application or Aboriginal Heritage Act Section 16 Application, that the Aboriginal Heritage

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Service Provider or Principal Aboriginal Heritage Consultant includes sufficient information in the Survey Report to assist:

(i) the ACHC in considering an Aboriginal Heritage Act Section 18 Application; or

(ii) the Aboriginal Heritage Act Registrar in considering an Aboriginal Heritage Act Section 16 Application.

(e) that in addition to the matters described in Schedule 6, the Survey Report:
(i) describes which aspects (if any) of the Activity Program described in an Activity Notice, if carried out, would be likely to result in a breach of the Aboriginal Heritage Acts;
(ii) record sufficient information to enable the Proponent to plan and, subject to the law and this YHPA to comply with the Aboriginal Heritage Acts in the course of undertaking the things that are the subject of the Activity Notice; and
(iii) complies with the DPLH Guidelines.

12.4 Provision of Aboriginal Heritage Information to DPLH

Following the preparation of the Survey Report the YAC may, but is not obliged to:

(a) provide to DPLH a copy of the Survey Report; or

(b) if Aboriginal Cultural Heritage has been identified during the Survey, register or update information about Aboriginal Cultural Heritage through DPLH's ACHknowledge portal (or as amended from time to time) with respect to that Aboriginal Cultural Heritage, provided that the YAC and knowledge holders agree that the information is not Sensitive Heritage Information.

12.5 Reliance on Survey Report

The Parties each acknowledge that they may rely upon the contents of a Survey Report.

13 Heritage Monitors

(a) This clause 13 applies if the Final Survey Report identifies Aboriginal Cultural Heritage, and the Parties agree that the Proponent requires the assistance of Heritage Monitors.

(b) Subject to clause 13(a), if the Parties agree that the assistance of Heritage Monitors is required, the Proponent will give at least 20 Business Days written notice to the YAC that it requires the assistance of Heritage Monitors.

(c) The notice must include a detailed description of the Activity to be undertaken, including a work program and schedule.

(d) The YAC will, subject to availability, within 10 Business Days of receipt of the notice under clause 13(b), advise the Proponent of two nominated members of the YAC to act as Heritage Monitors who will monitor the Activity and provide an estimate of costs to the Proponent for the Proponent's approval.

(e) If the Proponent approves the estimate of costs, then it shall notify the YAC of its approval not less than one week prior to the Heritage Monitors commencing.

(f) The Heritage Monitors will at all times comply with the reasonable work practices and safety requirements of the Proponent and its contractors when carrying out their monitoring duties.

(g) If any Heritage Monitor is expected to be absent or is absent for any reason, then the YAC will arrange an alternative Heritage Monitor to attend the monitoring.

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(h) If a replacement Heritage Monitor cannot be arranged by the YAC within two days, the Proponent will be entitled to undertake the exploration or prospecting Activities without the presence of that Heritage Monitor but will remain subject to its obligations under this YHPA and the Aboriginal Heritage Acts.

(i) Unless otherwise agreed by the Parties, the Heritage Monitors shall not monitor the same Activity in the same place for more than one day:

(i) if there is no prolonged risk to Aboriginal Cultural Heritage; or

(ii) the Activity has already commenced.

(j) This clause 13 applies (with such modifications as may be necessary) to a budget for the conduct of the monitoring work as if:

(i) the notice under clause 13(b) were an Activity Notice requesting an Aboriginal Heritage Survey; and

(ii) the Heritage Monitors were Aboriginal Consultants attending Survey fieldwork.

14 Cultural Heritage Management Plan

If reasonably requested in a Survey Report, the Parties agree to negotiate in good faith and use all reasonable endeavours to design and implement a CHMP in relation to Aboriginal Cultural Heritage identified by Yued People in a Survey Report.

15 Intellectual property

15.1 Intellectual property of the Proponent to be assigned to the YAC

If the Proponent is contracting the Aboriginal Heritage Service Provider, the Proponent assigns all intellectual property rights it holds in the Survey Report to the YAC upon its creation. The YAC otherwise holds all intellectual property in any Survey Report.

15.2 Licence to use Survey Report

Subject to clause 21, the YAC shall grant to the Proponent an irrevocable, transferable, non exclusive, royalty-free licence to use any Survey Report (except for a Survey Report under clause 12.3(c)) for the purposes of the Proponent:

(a) conducting its Activities as set out in the Activity Notice; or

(b) seeking any necessary or desirable statutory approvals relevant to its Activities including under the Aboriginal Heritage Acts; or

(c) enforcing, defending or establishing its rights, including through court proceedings, and complying with its obligations, under this YHPA or any relevant statutory approvals.

16 Effect of YHPA on other Aboriginal Heritage Agreements

If the Proponent:

(a) has one or more Aboriginal Heritage Agreements (other than this YHPA) with the YAC or any of its Members, which were entered into prior to the Effective Date (including ones entered into prior to the ILUA), and which is or are specified in item 5 of Schedule 2; and

(b) the pre-existing Aboriginal Heritage Agreement applies to an Activity to which this YHPA relates,

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then the provisions of this YHPA shall prevail over the provisions of any such pre- existing Aboriginal Heritage Agreement unless otherwise provided in item 6 of Schedule 2.

17 Proponent must consult

(a) The Proponent shall not lodge a Heritage Application in respect of any Activity that may Harm Aboriginal Cultural Heritage within the Agreement Area without first giving the YAC at least 30 Business Days' notice of its intention to do so.

(b) The Proponent must consult, including by making reasonable efforts to meet with YAC, about any proposal that is the subject of such Heritage Application.

(c) Prior to the ACHC considering the Aboriginal Heritage Act Section 18 Application or the Aboriginal Heritage Act Registrar considering the Aboriginal Heritage Act Section 16 Application, as the case may be, the Proponent must give reasonable notice to the ACHC (or the Aboriginal Heritage Act Registrar as the case may be) and to the Aboriginal Heritage Service Provider of the detail of the consultation that has taken place.

(d) Subject to clause 17(a), nothing in this YHPA prevents the Proponent lodging a Heritage Application.

(e) For the avoidance of doubt, nothing in this YHPA prevents the YAC from opposing such Heritage Application.

(f) The Proponent will pay the YAC's reasonable costs of consultation conducted in relation to this YHPA or the Aboriginal Heritage Act at the rates set out in Schedule 5, and such consultation includes but is not limited to the YAC discharging its functions or obligations under this YHPA.

18 Time limits

18.1 Time for compliance and consequences of non-compliance

(a) The Parties, as applicable, must each meet the time limits imposed under the following provisions of this YHPA:

(i) the receipt by the Proponent of an Activity Notice Response (clause 8.3(a)); and

(ii) subject to clause 9.1(e), the reaching of the Survey Agreement Date within the Survey Agreement Period (clause 9.1(d)); and

(iii) the commencement of fieldwork for a Survey (clause 10.2(a)) and the agreed date (if any) for completion of the fieldwork for a Survey (clauses 8.3(d)(iii) or 9.7); and

(iv) the receipt by the Proponent of the Preliminary Advice following completion of a Survey (clause 12.1(a)); and

(v) the receipt by the YAC and by the Proponent of the draft Survey Report (clause 12.1(b));

(vi) the receipt by the Proponent of the final Survey Report (clause 12.1(c)).

(b) The time limits on the steps referred to in clause 18.1(a) may be extended by agreement in writing between the Parties. Any such agreed extension will apply only to a single Activity Program, unless expressly agreed otherwise in the written agreement under this clause.

(c) To avoid doubt, any failure to comply with the time limits for the steps described in clause 18.1(a) does not give a Party a right to terminate this YHPA, but failure to comply with those time limits has the consequences described in the following provisions of this clause 18.1(a).

(d) If the YAC does not meet, or, if the YAC is contracting the Aboriginal Heritage Service Provider, fails to ensure that the Aboriginal Heritage Service Provider meets, any applicable time limits on the steps

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listed in clause 18.1(a), then the Proponent may provide a written notice to the YAC, with such a notice to nominate a date by which the non-compliance with the time limits must be rectified. The date nominated by the Proponent must allow a reasonable period, in all the circumstances, for rectification of the non- compliance with the time limits, and in any event the date must not be less than 10 Business Days after the date on which the notice of non-compliance is sent.

(e) If the YAC fails to comply with a notice sent by the Proponent under clause 18.1(d), then, provided all expenses incurred by the YAC are paid, the Proponent may notify the YAC that the Proponent is no longer bound by clauses 9 to 12 inclusive of this YHPA in respect of the relevant Activity Program with effect from the date on which the YAC receives the latter notice. The Proponent may then at its election:

(i) decide not to proceed with the relevant Activity Program; or

(ii) after seeking the advice and assistance of the Aboriginal Heritage Act Registrar or other relevant officer from DPLH if appropriate, make alternative arrangements for the carrying out of Aboriginal Heritage Surveys, including appointing an independent anthropologist or archaeologist, or other appropriately qualified professional, to conduct such surveys.

(f) In the circumstances described in clauses 18.1(e), where the Proponent makes arrangements for an Aboriginal Heritage Survey to be conducted by an independent anthropologist, archaeologist or other professional, then:

(i) the Proponent shall inform the YAC of the alternative arrangements made (including any advice and assistance obtained from DPLH); and

(ii) the YAC shall not have any claim under this YHPA against the Proponent arising from the making of those alternative arrangements.

(g) To avoid doubt:

(i) the effect of this clause 18.1 is not limited by any dispute resolution processes under clause 20 of this YHPA , and in particular the time limits on the steps referred to in clause 18.1 continue to apply where a dispute resolution process is commenced under clause 20.1; and

(ii) nothing in this YHPA purports to authorise a standard of compliance less than that required by the Aboriginal Heritage Acts; and

(iii) the Proponent will act reasonably and in good faith in asserting its rights under this clause 18.1.

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18.2 Justifiable delay

(a) Delay caused by any event of Force Majeure or Aboriginal Cultural Business notified under clause 26 will be excluded from the time limits referred to in clause 18.1.

(b) A Party asserting the existence of a delay to which clause 18.2(a) applies must advise the other Party of that delay and take reasonable steps to mitigate that delay.

19 Default and enforcement

19.1 Interpretation

(a) In this clause 19 a reference to a Party means a party to the default or dispute.

(b) An **Event of Default** occurs where a Party:

(i) breaches an obligation under this YHPA; or

(ii) commits an Insolvency Event.

19.2 Default

(a) If a Party (the **Defaulting Party**) commits an Event of Default, the other Party (the **Non-defaulting Party**) may serve a notice (**Default Notice**) on the Defaulting Party specifying the Event of Default and, on receiving the Default Notice, the Defaulting Party must remedy the Event of Default within 5 Business Days after receiving the Default Notice.

(b) If the Event of Default is of the kind described in clause 19.1(b)(ii) and applies to the YAC, then the YAC shall as soon as possible notify the Proponent:

(i) that the Event of Default has occurred; and

(ii) of the appointment of any administrator, receiver or manager to manage the affairs of the YAC; and

(iii) when the relevant Event of Default ceases to exist.

(c) If the Event of Default is of the kind described in clause 19.1(b)(ii) and applies to the Proponent, then the Proponent shall as soon as possible notify the YAC:

(i) that the Event of Default has occurred; and

(ii) of the appointment of any administrator, receiver or manager to manage the affairs of the Proponent; and

(iii) when the relevant Event of Default ceases to exist.

(d) Where the Event of Default results in a court order to wind up either Party, this YHPA shall by force of this clause terminate with effect from the date of the court order.

(e) The Non-defaulting Party may, by notice in writing to the Defaulting Party, suspend the performance of its obligations and the Defaulting Party's rights under this YHPA until either clause 19.2(a) is complied with or the Event of Default no longer exists, as applicable.

(f) Any remedy exercised under this clause 19 is without prejudice to any other rights a Party may have under this YHPA or otherwise at law (including the right to seek interlocutory relief and specific performance).

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20 Dispute resolution

20.1 Dispute resolution procedures to be followed before arbitration or court proceedings

(a) Subject to clause 20.1(b), if a dispute arises under this YHPA including a dispute in respect of this clause 20.1 (**Dispute**), a Party must comply with clauses 20.2 to 20.4 before commencing arbitration or court proceedings (except proceedings for urgent interlocutory relief).

(b) The provisions of this clause 20 are subject to clause 8.4.

20.2 Notification

A Party claiming a Dispute has arisen must give the other Parties to the Dispute notice setting out details of the Dispute.

20.3 Parties to resolve Dispute

During the 20 Business Days after a notice is given under clause 20.2 (or longer period if the Parties to the Dispute agree in writing), each Party to the Dispute must use its reasonable endeavours to resolve the

Dispute. If the Parties cannot resolve the Dispute within that period, any Party to the Dispute may request that the Dispute be referred to a mediator and, if a Party so requests, the Dispute must be referred to mediation in accordance with clause 20.4.

20.4 Mediation

(a) If the Parties to the Dispute cannot agree on a mediator within 10 Business Days after a request under clause 20.3, the chairman of LEADR will appoint a mediator at the request of either Party.

(b) The role of the mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a binding decision on a Party to the Dispute except if the Party agrees in advance in writing.

(c) Any information or documents disclosed by a Party under this clause 20:

(i) must be kept confidential; and

(ii) may only be used to attempt to resolve the Dispute.

(d) Each Party to a Dispute must pay its own costs of complying with this clause 20.4. The Parties to the Dispute must equally pay the costs of any mediator.

(e) The Parties will engage in the mediation process in good faith and with the aim of reaching a resolution of the Dispute. If the Parties fail to achieve a resolution of the Dispute by mediation within 20 Business Days of the appointment of a mediator under this clause, or such further time as is agreed by the Parties, any Party may take such action as it considers appropriate, including (subject to clause 20.6) referring the matter to arbitration or commencing legal proceedings.

20.5 Arbitration

(a) If the Parties to a Dispute have complied with clauses 20.2 to 20.4 then the Dispute may be referred to arbitration by either Party under the *Commercial Arbitration Act 2012* (WA).

(b) The arbitration will be held within the Agreement Area or any other place agreed by the Parties.

(c) The Parties shall appoint a person agreed between them to be the arbitrator of the Dispute.

(d) If the Parties fail to agree on a person to be the arbitrator under clause 20.5(c), then the Parties shall request the President of the Law Society of Western Australia to appoint an arbitrator who has experience in the area of the Dispute and in Indigenous cultural matters.

(e) Any Party to a Dispute may appeal to the Supreme Court of Western Australia on any question of law arising out of an interim or final award in the arbitration.

20.6 Breach of this clause

If a Party to a Dispute breaches clauses 20.1 to 20.4, the other Parties to the Dispute do not have to comply with those clauses in relation to the Dispute before starting court proceedings.

20.7 Obligations continue

Subject to clause 20.8, if a Dispute is referred for mediation or arbitration under any part of this clause 20 or court proceedings are started in respect of it, the Parties must, during the period of such mediation, arbitration or litigation and pending the making of a decision, determination or judgment as the case may be, continue to perform their respective obligations under this YHPA so far as circumstances will allow and such performance will be without prejudice to the final decision, determination or judgment made in respect of the matter in dispute.

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20.8 Extension of time

Without prejudice to the power of a mediator, arbitrator or court to grant any extension of any period or variation of any date referred to in this YHPA, in order to preserve the rights of a Party to a Dispute, the Parties to the Dispute will consult with each other and use all reasonable endeavours to agree such extension or variation so required.

21 Confidentiality

21.1 Confidential information

Each Party agrees that the following information disclosed by one Party (**Disclosing Party**) to another Party (**Receiving Party**) is confidential (**Confidential Information**) and may not be disclosed except in accordance with clause 21.2:

(a) information disclosed during the course of a Survey and the contents of any Survey Report provided under this YHPA, including any Sensitive Heritage Information; and

(b) information given by the Proponent to the YAC in respect of the Activities of the Proponent where the Proponent advises the YAC that the relevant information is confidential; and

(c) any other information disclosed by one Party to another under this YHPA which is identified by the Disclosing Party as confidential,

but not including information:

(d) the Receiving Party, prior to disclosure, already knew or created (whether alone or jointly with any third person) independently of the Disclosing Party; or

(e) that is public knowledge (otherwise than as a result of a breach of confidentiality by the Receiving Party or any of its permitted disclosees pursuant to clause 21.2).

21.2 Permitted disclosure

(a) Subject to clauses 21.2(b) and 21.2(c), a Receiving Party may disclose Confidential Information:

(i) if it has the prior consent of the Party which provided the information;

(ii) to the extent required by any law or applicable securities regulation or rule;

(iii) to the extent that the information is reasonably necessary for any processes or applications or related to any statutory approvals;

(iv) in connection with any dispute or litigation concerning this YHPA or its subject matter;

(v) to the Receiving Party's members, officers, employees, agents, auditors, advisers, financiers, consultants, contractors, joint venturers, partners and related bodies corporate, or an Aboriginal Heritage Service Provider or Principal Aboriginal Heritage Consultant appointed under this YHPA;

(vi) where the Receiving Party is the Proponent, to a bona fide proposed assignee of the Proponent's rights or obligations under this YHPA;

(vii) where the disclosure is for the purpose of managing or planning any existing, planned or potential Activity;

(viii) to a proposed registered native title body corporate assignee of YAC's rights, title and interests under this YHPA;

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(ix) where disclosure is required by the Proponent to any judicial, legislative or executive arm of the Government of Western Australia or of the Commonwealth of Australia; and

(x) as otherwise permitted or required by the terms of this YHPA.

(b) To avoid doubt, where the Confidential Information is contained in a Survey Report, then subject to this YHPA, the Proponent may disclose that Confidential Information to the DPLH and ACHC, including for the purposes of the Proponent:

(i) making an Heritage Application;

(ii) providing a copy of each Survey Report to the DPLH; and

(iii) seeking any necessary or desirable statutory approvals or enforcing, defending or establishing its rights, including through court proceedings, under this YHPA or any relevant statutory approvals, including under the Aboriginal Heritage Acts.

(c) To avoid doubt, disclosure of Sensitive Heritage Information may only occur if the YAC consents to the form and content of the disclosure or to the extent that the disclosure is required by any law or applicable securities regulation or rule.

(d) The YAC must inform the Proponent of any information contained in a Survey Report, which comprises Sensitive Heritage Information.

21.3 Disclosure requirements

Before making any disclosure to a person under clause 21.2, the Receiving Party must:

(a) in each case, inform the entity or person to whom the Confidential Information is being disclosed of the Receiving Party's obligations under this YHPA;

(b) at least 10 Business Days before any disclosure, notify the Disclosing Party of its intention to disclose the Confidential Information and give the Disclosing Party a reasonable opportunity to take any steps that that Party considers necessary to protect the confidentiality of that information; and

(c) in the case of a disclosure to a person or entity under clauses 21.2(a)(v), 21.2(a)(vi), 21.2(a)(vii), or 21.2(a)(viii), but with the exception of employees or officers of a Receiving Party, procure that the person or entity executes a deed with the Disclosing Party in such form acceptable to the Disclosing Party (acting reasonably) imposing on the person or entity an undertaking of confidentiality having substantially similar effect as this clause 21.

22 Assignment

22.1 Generally

Neither the YAC nor the Proponent may assign, transfer, novate or otherwise dispose of its rights, title, obligations or interests under this YHPA except in accordance with this YHPA.

22.2 Assignment or Novation by Proponent

(a) The Proponent may from time to time assign or transfer all or part of its rights, title, and interests under this YHPA to any person (whether by farm out, joint venture, sale or otherwise) where the Proponent is assigning all or part of its interest in the tenure in the Agreement Area to which this YHPA applies.

(b) Before such assignment or novation, the Proponent must:

(i) give the YAC at least 20 Business Days' notice prior to the proposed assignment or novation;

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(ii) provide a draft of the proposed deed of assignment or novation for the YAC's approval, which approval must not be unreasonably withheld, and the Proponent must take into account any reasonable amendments put forward by the YAC;

(iii) within 20 Business Days after receiving the YAC's approval to the terms of the draft deed of assignment or novation provide to the YAC either:

(A) the deed of assignment in the form approved by the YAC executed by the outgoing Proponent and the incoming proponent in favour of the YAC by which the assignee agrees to be bound, alone or jointly with the Proponent, by the provisions of this YHPA and to assume, observe and perform (alone or jointly with the Proponent) the rights and obligations of the Proponent under this YHPA to the extent of the rights, title and interest assigned in accordance with clause 22.2(a); or

(B) the deed of novation in the form approved by the YAC executed by the outgoing Proponent and the incoming proponent in which the incoming proponent agrees to obtain the rights and obligations of the Proponent under this YHPA, the incoming proponent being bound by this YHPA and the outgoing Proponent being released from its obligations under this YHPA to the extent of the rights, title and interest transferred in accordance with clause 22.2(a); and

(c) The YAC will then execute the deed of assignment or the deed of novation as the case may be and return copies of the fully executed deed to both the outgoing Proponent and the incoming proponent.

22.3 Assignment by YAC

(a) The YAC must assign its rights, title and interests under this YHPA to a replacement Regional Corporation if:

(i) a replacement Regional Corporation is appointed by the Noongar Boodja Trustee as the Regional Corporation for land and waters including the land and waters within the Agreement Area; and

(ii) the replacement Regional Corporation agrees to enter into a deed, in a form acceptable to the Proponent (each acting reasonably), by which it agrees to be bound by this YHPA and to assume all of YAC's obligations under this YHPA, and provides a copy of that deed to the Proponent.

(b) If the requirements of clause 22.3(a)(i) and (ii) are satisfied, the Regional Corporation must do all other things necessary to give effect to the assumption by the replacement Regional Corporation of the obligations under this YHPA.

22.4 Effect of Assignment or Novation

(a) Once an assignment or novation by a Proponent of all or any part of its rights, title and interests under this YHPA has occurred under clause 22.2, then the assigning or outgoing Proponent will be deemed to have been released to the extent of the assignment or transfer from all claims and liabilities arising under or in respect of this YHPA arising after the effective date of the assignment or novation, but without affecting any claim or liability arising prior to such date.

(b) Once an assignment of this YHPA has occurred under clause 22.3, the assigning YAC will be deemed to have been released, to the extent of the assignment from all claims and liabilities arising under or in respect of this YHPA arising after the effective date of the assignment, but without affecting any claim or liability arising prior to such date.

(c) Unless otherwise agreed by the Parties in writing or required by law, an assignment under this clause 22.1 shall not affect the operation of this YHPA.

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22.5 No encumbrance

(a) Except as permitted by clause 22.5(b), no Party may grant an encumbrance, mortgage or charge in respect of the whole or any part of its rights, title and interests under this YHPA.

(b) The Proponent may with the prior written consent of the YAC grant an encumbrance, mortgage or charge in respect of the whole or any part of its rights, title and interests under this YHPA provided that clause 22.2 shall apply with necessary changes to any assignment upon enforcement of such encumbrance, mortgage or charge.

23 Notices

Any notice:

(a) must be in writing and signed by a person duly authorised by the sender; and

(b) must be delivered to the intended recipient by registered post or by hand or electronically to the intended recipient's address or email specified in Schedule 1 (or the address in Western Australia or email address last notified in writing by the intended recipient to the sender, including where so notified in an Activity Notice given to the YAC under clause 8.2);

(c) will be taken to be received by the recipient:

(i) in the case of delivery in person, when delivered; and

(ii) in the case of delivery by post, 2 Business Days after the date of posting; and

(iii) if sent by email:

(A) when the sender receives an automated message confirming delivery; or

(B) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever occurs first.

24 GST

24.1 Interpretation

Words capitalised in this clause 24 and not otherwise defined have the meaning given in the GST Act.

24.2 GST Payable

(a) Where an amount of Consideration is payable for a Taxable Supply made under this YHPA (whether that amount is specified or can be calculated in accordance with this YHPA), it does not include GST and must be increased by the GST Rate.

(b) The Party making a Taxable Supply under this YHPA must issue a Tax Invoice or Adjustment Note to the Recipient in accordance with the GST Act. Notwithstanding any provision to the contrary in this YHPA, payment will be due within 20 Business Days of a Party receiving a Tax Invoice in accordance with this clause 24.

(c) If any Party has a right to be reimbursed or indemnified for any cost or expense incurred under this YHPA, that right does not include the right to be reimbursed or indemnified for that component of a cost or expense for which the indemnified Party can claim an Input Tax Credit.

(d) A Party may issue a Recipient-created Tax Invoice in respect of payment made to it by the other Party.

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25 Costs and duties

(a) The Proponent shall bear any duties or fees or taxes of a similar nature associated with this YHPA.

(b) The Proponent shall pay up to $5,000 (excl of GST) towards YAC's reasonable legal costs incurred in the negotiation, drafting and execution of this YHPA.

26 Force Majeure and Aboriginal Cultural Business

(a) If a Party is prevented in whole or in part from carrying out its obligations under this YHPA as a result of an event of Force Majeure or Aboriginal Cultural Business, it must promptly notify the other Party accordingly. The notice must:

(i) specify the obligations it cannot perform;

(ii) sufficiently describe the event of Force Majeure or Aboriginal Cultural Business (excluding Sensitive Heritage Information);

(iii) estimate the time during which the Force Majeure or Aboriginal Cultural Business will continue; and

(iv) specify the measures proposed to be adopted to remedy or abate the Force Majeure or the delay caused by the Aboriginal Cultural Business.

(b) Following this notice, and while the Force Majeure or Aboriginal Cultural Business continues, this YHPA shall nevertheless continue and remain in force and effect but the obligations which cannot be performed because of the Force Majeure or Aboriginal Cultural Business will be suspended, and any time limit for performance of those obligations will be extended by the period of the Force Majeure or Aboriginal Cultural Business.

(c) The Party that is prevented from carrying out its obligations under this YHPA as a result of an event of Force Majeure or Aboriginal Cultural Business must take all action reasonably practicable to mitigate any loss suffered by the other Party as a result of its failure to carry out its obligations under this YHPA.

27 General

27.1 Review and variation

Where this YHPA is to be amended or varied, then this YHPA may only be amended or varied by a document in writing signed by each of the Parties to the agreed amendment or variation.

27.2 Entire agreement

Subject to clause 16, this YHPA constitutes the entire agreement between all of the Parties as to its subject matter and, in relation to that subject matter, supersedes any prior understanding or agreement between any of the Parties and any prior condition, warranty, indemnity or representation imposed, given or made by a Party.

27.3 Governing law and jurisdiction

(a) This YHPA is governed by the law applicable in the State of Western Australia.

(b) Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts having jurisdiction in Western Australia.

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27.4 Severance

If any provision of this YHPA is void, voidable by any Party, unenforceable or illegal according to the law in force in the State of Western Australia, it shall be read down so as to be valid and enforceable or if it cannot be so read down, the provision (or where possible the offending words), shall be severed from this YHPA to the extent necessary unless it would materially change the intended effect and objectives of this YHPA.

27.5 Waiver

A right or power under this YHPA shall only be deemed to be waived by notice in writing, signed by the Party waiving the right or power, and:

(a) no other conduct of a Party (including a failure to exercise, a delay in exercising or a partial exercise of a right or power or any forbearance or indulgence granted by one Party to another Party in respect of a right or power) operates as a waiver of the right or power or otherwise prevents the exercise of that right or power; and

(b) a waiver of a right or power on one or more occasions by a Party does not operate as a waiver of that right or power if it arises again in the future or prejudices that Party's other rights or powers or future rights or powers in respect of the right or power waived; and

(c) the exercise of a right or power does not prevent any further exercise of that right or power or of any other right or power.

27.6 No merger

The rights and obligations of the Parties will not merge on the completion of any transaction contemplated by this YHPA. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.

27.7 Further action

Each Party must use all reasonable efforts to do all things necessary or desirable to give full effect to this YHPA and the matters contemplated by it.

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Schedule 1 — Party Details

(Clause 23 – Notices)

Yued Aboriginal Corporation Notice Details

Address	City West Lotteries House 2 Delhi Street WEST PERTH WA 6005
Email	heritage@yued.org.au

Proponent Notice Details

Proponent Name	Enter details here
Address	Click here to enter text.
Fax	Click here to enter text.
Email	Click here to enter text.

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Schedule 2 — Details of ILUA and Pre-existing Aboriginal Heritage Agreements

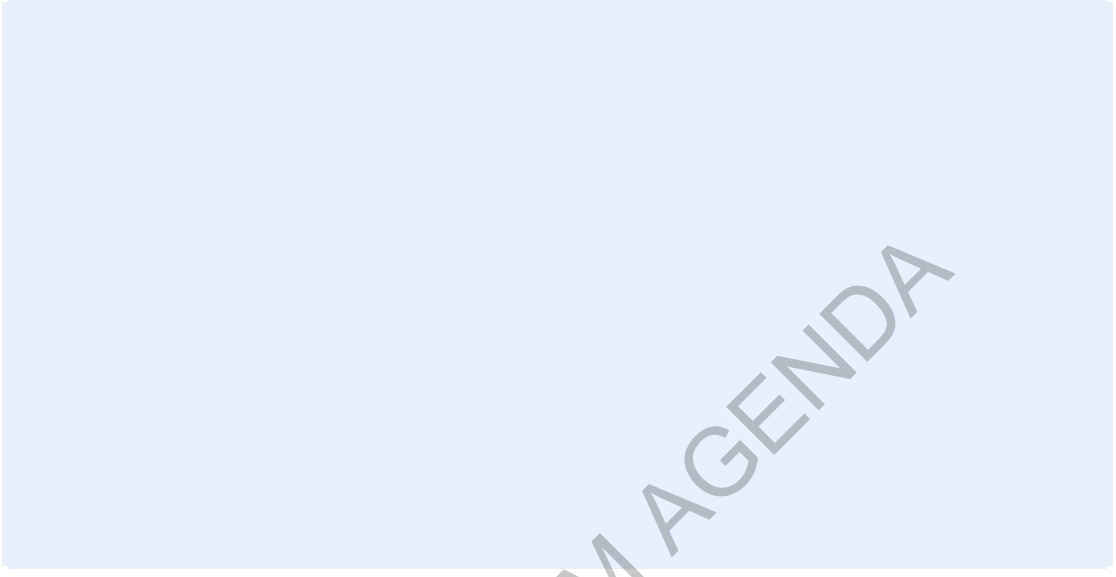
Item No.	Item Description	Details
Details of ILUA		
Item 1	Short name of ILUA	Yued ILUA
Item 2	National Native Title Tribunal file number	WI2015/009
Item 3	Date registered	17/10/2018
Item 4	Local government region(s)	City of Wanneroo Shire of Chittering Shire of Coorow Shire of Dalwallinu Shire of Dandaragan Shire of Gingin Shire of Goomalling Shire of Moora Shire of Toodyay Shire of Victoria Plains Shire of Wongan-Ballidu
Pre-existing Aboriginal Heritage Agreements		
Item 5	Details of all pre-existing Aboriginal Heritage Agreements to which clause 16 applies.	Click here to enter text.
Item 6	List of provisions of a pre-existing Aboriginal Heritage Agreement which will prevail over this YHPA (if the entire pre-existing Aboriginal Heritage Agreement prevails, write 'whole agreement').	Click here to enter text.

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Schedule 3 — Agreement Area

(Clause 1.1 Definition of Agreement Area)

Insert map and written description which clearly identifies the area to which this YHPA relates



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Schedule 4 — Contents of Activity Notice

Part 1 — Primary contents of Activity Notice

(Clause 8.2 Giving the Activity Notice)

1.1 Basic information

Every Activity Notice must contain:

(a) a statement that it is an Activity Notice issued under this YHPA (by reference to the name of the ILUA as set out in item 1 of Schedule 2);

(b) the name of the Proponent, and:

(i) an address in Western Australia for service of notices, under this YHPA, on the Proponent (if no address for service has previously been given by the Proponent); and

(ii) full contact details for a primary contact person within the Proponent (if a body corporate).

1.2 Key statements and nominations under clause 8.2

(Clause 8.2(c)(ii))

Every Activity Notice must contain the following required key statements:

(a) a statement of the extent to which the Activity Program consists of Low Ground Disturbance Activity, in the opinion of the Proponent; and

(b) a statement of whether the Proponent considers that a Survey is required (taking into consideration the matters referred to in clauses 8.1(a) and 8.4); and

(c) a nomination, by the Proponent, of a preferred Survey Methodology, being either a Site Avoidance Model or a Site Identification Model; and

(d) where a Site Avoidance Model is nominated, a statement of whether the Proponent requires any Survey to be conducted in respect of:

(i) only the area or areas to be impacted by specific Activities as described and mapped in the Activity Notice; or

(ii) a broader area or areas, encompassing the Activities and surrounding land as described and mapped in the Activity Notice; and

(e) a nomination, by the Proponent, of a proposed Survey fieldwork start date or end date; and

(f) a nomination, by the Proponent, as to whether it requires:

(i) a Preliminary Advice (see clause 12.1(a));

(ii) a draft of the Survey Report (see clause 12.1(b));

(iii) an Aboriginal Heritage Act Section 16 Application or an Aboriginal Heritage Act Section 18 Application (if known at the relevant time) (see clause 8.2(e)).

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Where any of those key statements are omitted, Part 3 of this Schedule 4 provides default provisions.

1.3 Detailed contents of Activity Notice

(Clause 8.2(c)(ii))

In accordance with clause 8 of this YHPA, the purpose of the information provided in and with the Activity Notice is to determine whether a Survey is required and if so, its nature and extent. In order to facilitate this objective, an Activity Notice must contain the following additional details where applicable:

(a) a map showing clearly the area the subject of the Activity Notice, identifying the location of the area the subject of the Activity Notice within the Agreement Area and including scale, zone and north point, as well as nearby towns, roads and landscape features; and

(b) aerial photographs (if available) or smaller scale maps of the area the subject of the Activity Notice which must contain UTM Grid Coordinates (eastings and northings), datum, north point and, where applicable, land tenure details such as parcel identifier, plan or lot, reserve numbers, and coordinates and/or polygon defining the area the subject of the Activity Notice; and

(c) where applicable, identifying numbers (or other identifying information) of each tenure to which the Activity Notice relates; and

(d) all known vehicular access routes to the area the subject of the Activity Notice; and

(e) any ground disturbing notice provided to any government agency including (where mining exploration Activities are proposed) to the District Mining Engineer; and

(f) details of any Activity Program, and the area and level of potential Activity, on the area the subject of the Activity Notice; and

(g) the techniques and types of infrastructure, items of equipment and vehicles to be used in relation to any proposed Activity; and

(h) the approximate number of personnel who will be involved in any proposed Activity; and

(i) any water, biological or other materials or resources proposed to be obtained from the area the subject of the Activity Notice, in relation to any proposed Activity.

(j) Where any of the detailed content is omitted, the default provisions of Part 3 of this Schedule 4 will apply.

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Part 2 – Additional contents of Activity Notice

(Clause 8.2(c)(iv))

An Activity Notice may also set out:

(a) whether there has been any previous Aboriginal Heritage Survey and, subject to any confidentiality restrictions, the age, methodology, participants, standard and results of that survey. If a written report of that previous Aboriginal Heritage Survey is in the possession or control of the giver of the Activity Notice, then (subject to confidentiality provisions) the Activity Notice shall be accompanied by a copy of the written report; and

(b) the extent to which the area the subject of the Activity Notice has been affected by previous Ground Disturbing Activities; and

(c) whether the Aboriginal Heritage Act Register discloses any Aboriginal Cultural Heritage on the area the subject of the Activity Notice; and

(d) any additional information which explains what sort of Survey outcome is being sought (if a Survey is required), including whether a Heritage Application may need to be made (if known at the relevant time); and

(e) any other background material which will better help the YAC to understand the potential impacts of what is proposed and to allow it to provide its free, prior, and informed consent.

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Part 3 – Default provisions of Activity Notice

(Clauses 8.2(c)(ii) and 8.2(d))

For the purposes of clause 8.2(d), the following default provisions apply in respect of any item in part 1.2 of this Schedule 4 that is not specified or nominated in the Activity Notice.

Clause No.	Default Provision
Item (a)	The Activity Program contains Ground Disturbing Activity.
Item (b)	A Survey is required.
Item (c)	Site Avoidance Model.
Item (d)	Only the areas of specific Activities described in the Activity Notice are required to be Surveyed.
Item (e)	Not applicable (Parties to discuss and agree proposed Survey fieldwork start date or end date).
Item (f)	There is no requirement for a Preliminary Advice or a draft of the Survey Report.

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Schedule 5 — Costs for conduct of the YHPA

(Clauses 8.3(d)(iv), 9.5, 11 and 17)

No.	Item	Rate	GST	Description
Ethnographic Assessment				
1	Aboriginal Heritage Service Provider	At cost [Usually $900-$1500 (Indexed to CPI)] + Administration Fee of 15% of total expenditure (Indexed to CPI) + Disbursements At cost	+GST	per person per day or pro rata for part thereof
2	Principal Aboriginal Heritage Consultant	At cost [Usually $900-$1500 (Indexed to CPI)]	+GST	per person per day or pro rata for part thereof
3	Aboriginal Heritage Liaison Officer (if necessary and agreed)	$800 (Indexed to CPI)	+GST	per person per day or pro rata for part thereof
Archaeological Assessment (if necessary and agreed)				
4	Archaeologist (archaeological team external contractors)	At cost [Usually $900 - $1500] (Indexed to CPI)]	+GST	per person per day or pro rata for part thereof
5	Fieldwork and reporting	At cost [Usually $900 - $1500] (Indexed to CPI)]	+GST	per person per day or pro rata for part thereof
Aboriginal Consultants				
6	Aboriginal Consultants – up to 8 unless otherwise agreed	$700 (max) (Indexed to CPI)	+GST	per person per day or pro rata for part thereof
Field Expenses				

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No.	Item	Rate	GST	Description
7	Aboriginal Heritage Liaison Officer or Anthropologist accommodation/meals	At cost	+GST	
8	Archaeologist or Archaeological Team accommodation/meals	At cost	+GST	
9	Aboriginal Consultants accommodation/meals	At cost	+GST	
Travel Expenses				
10	Vehicle mileage (km)	$ As per tax schedule for location	+GST	per km
11	Hire Vehicle (if survey vehicle is hired)	Commercial rates, plus fuel	+GST	
12	Aboriginal Consultants travel expenses (if required)	Rate as per tax schedule for location	+GST	per km
13	Airfares	At cost	+GST	
14	Taxi travel (to and from airports or meetings)	At cost	+GST	
Incidental Expenses				
15	Film, maps, report production and expendables	At cost	+GST	
Administrative Expenses – clause 17(e)				
16	Aboriginal Heritage Liaison Officer	$120	+GST	Per hour
17	Senior Aboriginal Heritage Liaison Officer	$160	+GST	Per hour
18	Expert Advisors	At cost	+GST	
19	Administration Fee	15%		Total amount invoiced by YAC for each Survey

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Initials: Aboriginal Heritage Service Provider: _____

Initials: Proponent/Authorised officer of the Proponent: _____

CPI Indexation

Where a rate listed in this annexure is indicated to be "*Indexed to CPI*" it shall be varied annually on 31 August of each year in accordance with the CPI Calculation.

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Schedule 6 — Contents of Survey Report

(Clause 12.3)

Part 1 – Guidelines for all Survey Reports

1.1 Copyright and confidentiality

Insert a statement to the effect that the report may only be copied in accordance with this YHPA and subject to any other restrictions agreed to, from time to time, by the Proponent and the YAC on behalf of YAC.

1.2 Survey personnel

(a) Author's name in full and occupation and author's business or company name.

(b) Full name and gender of each Aboriginal Consultant, and the group they represent.

(c) Full names and gender of other personnel participating in the Survey and their role.

(d) Explanation as to how Aboriginal Consultants were selected.

1.3 Survey date(s)

Insert the date(s) on which fieldwork was conducted.

1.4 Spatial information

(a) The general location of the area within which the Survey was undertaken (e.g. title numbers 'x' to 'z', or the 'abc' pastoral lease, or the area shown on a map contained in the Survey Report).

(b) Grid references of the Survey Area.

(c) AMG zone of the Survey Area.

(d) A map of the Survey Area.

(e) Geocentric Datum used during the Survey.

1.5 Other information

(a) Summary of results of searches of the ACH Inquiry System including the site number and name, if given, the site classification type, any cultural restrictions, the reference number and the relevance of

(b) any previous surveys.

(c) A general description of the fieldwork undertaken.

(d) Details of ethnographic and (if relevant) archaeological work carried out during the Survey.

(e) Description of the Survey Methodology used by the Survey Team (that is, a Site Avoidance Model or a Site Identification Model) and any other relevant methodological notes.

(f) In respect of any Aboriginal Objects identified:

(i) a description of such Aboriginal Objects;

(ii) the location of any Aboriginal Objects so identified; and

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(iii) the date on which each Aboriginal Object was identified.

(g) Any discussion and recommendations.

Part 2 – Additional guidelines for Survey Reports where Site Avoidance Model is used

2.1 Details of areas where Activity should not be undertaken (because of the presences of Aboriginal Cultural Heritage within that area) and other Survey information

(a) Description of any areas where Activity should not be carried out because of the presence of Aboriginal Cultural Heritage within that area, including whether the Activity is Cleared or not Cleared.

(b) Grid references of the area where Activity should not be carried out, i.e. Eastings and Northings (of the coordinate description e.g. AMG/MGA), the AMG Zone (i.e. Zone 51) and the type of equipment used – GPS or DGPS or other.

(c) Dimensions of the area, e.g. approximately 100m east-west and 50m north- south.

(d) Location, i.e. where the area to be avoided is located in relation to tenure or significant topographical feature, e.g. the northern corner of mining lease X about 100m east of the prominent hill.

(e) Full names of person(s) who identified each Aboriginal Cultural Heritage and other persons present when site identified, and date site identified.

(f) description of the variation to the surveyed area necessary to avoid the Aboriginal Cultural Heritage within that area

(g) Include the grid references and the dimensions of the variation to the surveyed area to avoid Aboriginal Cultural Heritage

Part 3 – Additional guidelines for Survey Reports where Site Identification Model is used

3.1 Details of new or registered Aboriginal Cultural Heritage recorded during the Survey and other Survey information

(a) Site name and number, if given to existing sites, and DPLH reference number, if known.

(b) Site type, e.g. archaeological or ethnographic or both.

(c) Grid references of the site, i.e. Eastings and Northings (of the coordinate description e.g. AMG/MGA), the AMG Zone (i.e. Zone 51) and the type of equipment used – GPS or DGPS or other.

(d) Dimensions of the site, e.g. approximately 10m east-west and 5m north- south.

(e) Location, i.e. where the site is located in relation to tenure or significant topographical feature, e.g. the northern corner of mining lease X about 100m east of the prominent hill.

(f) Description, e.g. rock pool, granite outcrop.

(g) Full names of person(s) who identified each Aboriginal Cultural Heritage and other persons present when each Aboriginal Cultural Heritage identified and date each Aboriginal Cultural Heritage identified.

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(h) Significance, if known.

3.2 Recommendations and comments

Recommendations regarding the Aboriginal Cultural Heritage, e.g. whether the site is:

(a) a place of importance or significance where persons of Aboriginal descent have, or appear to have left any object used for or made or adapted for use for any purpose connected with traditional cultural life of Aboriginal people (past or present); and/or

(b) a sacred/ ritual or ceremonial site of importance and special significance to persons of Aboriginal descent; and/or

(c) a place of historical, anthropological, archaeological or ethnographic importance and/or significance; and/or

(d) a place where Aboriginal objects are traditionally stored; and recommendations for how the Aboriginal Cultural Heritage should be protected.

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Signing Pages

EXECUTED as a deed

Signed, sealed and delivered by **Yued Aboriginal Corporation ICN: 9579** in accordance with its constitution:

Signature of authorised representative	Signature of authorised representative
Full name of authorised representative	Full name of authorised representative
Date	Date

Signed, sealed and delivered by [***insert***] ACN: [•]

in accordance with section 127(1) of the *Corporations Act 2001* (Commonwealth):

Director's signature

(print name)

Director/Secretary's signature

(print name)

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9.12 Adoption of Shire Strategic Water Plan – November 2025

File Reference	
Report Date	4 March 2026
Applicant/Proponent	Katrina Humphries
Officer Disclosure of Interest	Nil
Previous Meeting Reference	Nil
Prepared by	Katrina Humphries – Creditors Officer
Senior Officer	Sean Fletcher – Chief Executive Officer
Authorised by	Sean Fletcher – Chief Executive Officer
Attachments	1. Strategic Water Plan - November 2025 2. Strategic Water Plan Action Plan

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PURPOSE

To present the Shire of Victoria Plains Strategic Water Plan 2025 for Council adoption.

BACKGROUND

The Shire of Victoria Plains has contracted Pinion Consultancy to prepare a Strategic Water Plan to guide sustainable water management across the Shire.

The plan has been developed to address water security challenges, improve local water infrastructure, and ensure the efficient and sustainable use of water resources for the community, environment, and industry.

The document provides a strategic framework for planning, implementation, and monitoring of water-related initiatives across the Shire, including stormwater management, alternative water sources, rural supply reliability, and community education.

The Strategic Water Plan includes an Implementation Action Plan (attached as Appendix 1) which outlines priority actions, timeframes, and responsibilities to guide delivery of the Plan.

The draft plan has been reviewed by Shire officers and relevant stakeholders to ensure it aligns with State water strategies and local government best practice. It is now presented to Council for formal adoption.

COMMENT

The Strategic Water Plan outlines the Shire's vision, objectives, and actions to support sustainable water management into the future. It identifies key priorities such as:

- Improving the resilience of community water supplies;
- Enhancing water efficiency within Shire operations and facilities;
- Supporting landholders to adopt waterwise practices;
- Integrating water management considerations into land use planning and infrastructure design.

Adoption of the plan will enable the Shire to pursue funding opportunities, partnerships, and implementation programs consistent with its strategic objectives and sustainability commitments.

The Strategic Water Plan was presented to Council on the 20th April 2026 at the Policy Briefing session with the request to provide any other feedback by the 23rd April 2026. All feedback received has been incorporated into the document.

CONSULTATION

Mr. Sean Fletcher – Chief Executive Officer

Mr. Silvio Brenzi – Works & Services Manager

Mr. Colin Ashe – Deputy Chief Executive Officer

Council – Policy Briefing Session

STATUTORY CONTEXT

Local Government Act 1995 –
Section 3.1 – The general function of a local government is to provide for the good government of persons in its district.

The preparation and adoption of a Strategic Water Plan aligns with this provision by supporting responsible environmental and resource management.

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CORPORATE CONTEXT

Strategic Business Plan/Corporate Business Plan

STRATEGIC PRIORITIES	WE KNOW WE ARE SUCCEEDING WHEN
1.4 Support emergency services planning, risk mitigation, response and recovery	We collaboratively plan service delivery and respond to emergency situations (LEMC)
	Emergency service volunteers are supported and the community understands how to respond to emergencies / natural disasters

2.3 Visitors have a positive experience across our communities	Our parks and community spaces are green, tidy and accessible
	Visitors receive timely and accurate information about attractions and amenities
	Clean, accessible and modern public toilets
	Caravan Parks are attractive, expanded and well utilised
3.2 Conservation of our natural environment and resources	Responsive and a high standard of Ranger services
	Nature reserves in our control are managed and protected
	Shire water resources are efficient, equitable and we advocate for improvements in the network

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Delegation

Nil

Policy Implications

Nil

Other Corporate Document

Nil

Risk Analysis

Consequence	Consequence Rating:	Likelihood Rating:	Risk Rating	Risk Acceptance/ Controls	Mitigation and Outcome
Financial Failure to adopt the Strategic Water Plan may reduce access to external funding and demonstrate a lack of strategic direction in water management.	Moderate (3) $50,001 to $250,000	Possible (3) Should occur at some time. At least once in three years.	Moderate (9)	Operational Manager Risk acceptable with adequate controls, managed by specific procedures and subject to semi-annual monitoring.	Through the adoption of the Strategic Water Plan this will give Shire staff and residents guidance as to projects needed and have the opportunity to budget accordingly for future projects.
Environmental Reactive or unplanned water management could lead to inefficient use of resources, reduced groundwater resilience and unmanaged runoff.	Minor (2) Contained, reversible impact managed by internal response	Possible (3) Should occur at some time. At least once in three years.	Moderate (6)	Operational Manager Risk acceptable with adequate controls, managed by specific procedures and subject to semi-annual monitoring	Through the adoption of the Strategic Water Plan being used a guidance for future projects.

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FINANCIAL IMPLICATIONS

There are no direct financial implications associated with adoption of a Strategic Water Plan. The Implementation Action Plan will guide future prioritisation of water infrastructure projects and inform annual budget development and long-term financial planning.

VOTING REQUIREMENTS

Simple Majority

Officer Recommendation

That Council **ADOPTS** the Strategic Water Plan, including the attached Implementation Action Plan (Appendix 1).



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STRATEGIC WATER SUPPLY PLAN 2025

Shire of Victoria Plains

November 2025

pinion ADVISORY

Shire of Victoria Plains Space to Grow

Executive Summary

Project Background

The Shire of Victoria Plains, located in the Wheatbelt region of Western Australia, has faced recurrent water supply issues exacerbated by climate change. The Shire's Strategic Water Supply Plan aims to ensure reliable water supply for current and future needs, focusing on emergency water for firefighting, agricultural purposes, and community infrastructure.

Purpose of the Strategic Water Use Plan

The plan has three main objectives:

1. Survey and map existing Shire owned water supply assets.
2. Provide a demand model for emergency uses, primarily firefighting.
3. Identify deficiencies in the Shire's water infrastructure and propose solutions.

Existing Infrastructure Survey

The survey covers various towns within the Shire, detailing the location and condition of water supply assets, including bores, tanks, and standpipes. Key towns surveyed include Yerecoin, New Norcia, Bolgart, Calingiri, Gillingarra, Mogumber, and Piawaning.

Water Use Requirements

The plan outlines water requirements for:

- Firefighting: Minimum water volumes for different property sizes and high fire risk areas.
- Building supply: Compliance with AS2419 standards for hydrant supply.
- Shire firefighting: Details on volunteer brigades and their water capacities.
- Emergency farm water: Guidelines for water deficiency declarations and emergency supply needs.
- Public space irrigation: Use of non-potable water for irrigation to reduce reliance on potable supplies.
- Construction water: Access to emergency water supplies for small-scale projects.

Upgrade and Project Recommendations

The plan recommends upgrades and repairs to existing infrastructure, including legal arrangements for access to bores on private land and the construction of new community water infrastructure. Key recommendations include:

- Bolgart: Legal arrangements and capacity determination for the bore.
- Calingiri: Similar legal and capacity checks, with additional focus on sports oval supply.
- Gillingarra and Mogumber: Complete system fixes, including potential new bores and tank upgrades.
- New community water infrastructure: Proposals for new facilities in New Norcia, Yerecoin, and Old Plains to improve emergency water supply coverage.

Conclusion

The Strategic Water Supply Plan for the Shire of Victoria Plains addresses critical water supply issues, focusing on emergency preparedness and efficient use of available

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resources. The proposed upgrades and new infrastructure aim to enhance the Shire's resilience to water shortages and support the community's needs.

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Project Background

The Shire of Victoria Plains (the Shire) is a local government area in the Wheatbelt region of Western Australia, about 160 kilometres north of the state capital, Perth. It covers an area of 2,569 square kilometres, and its seat of government is the town of Calingiri.



Figure 1: Location of the Shire of Victoria Plains

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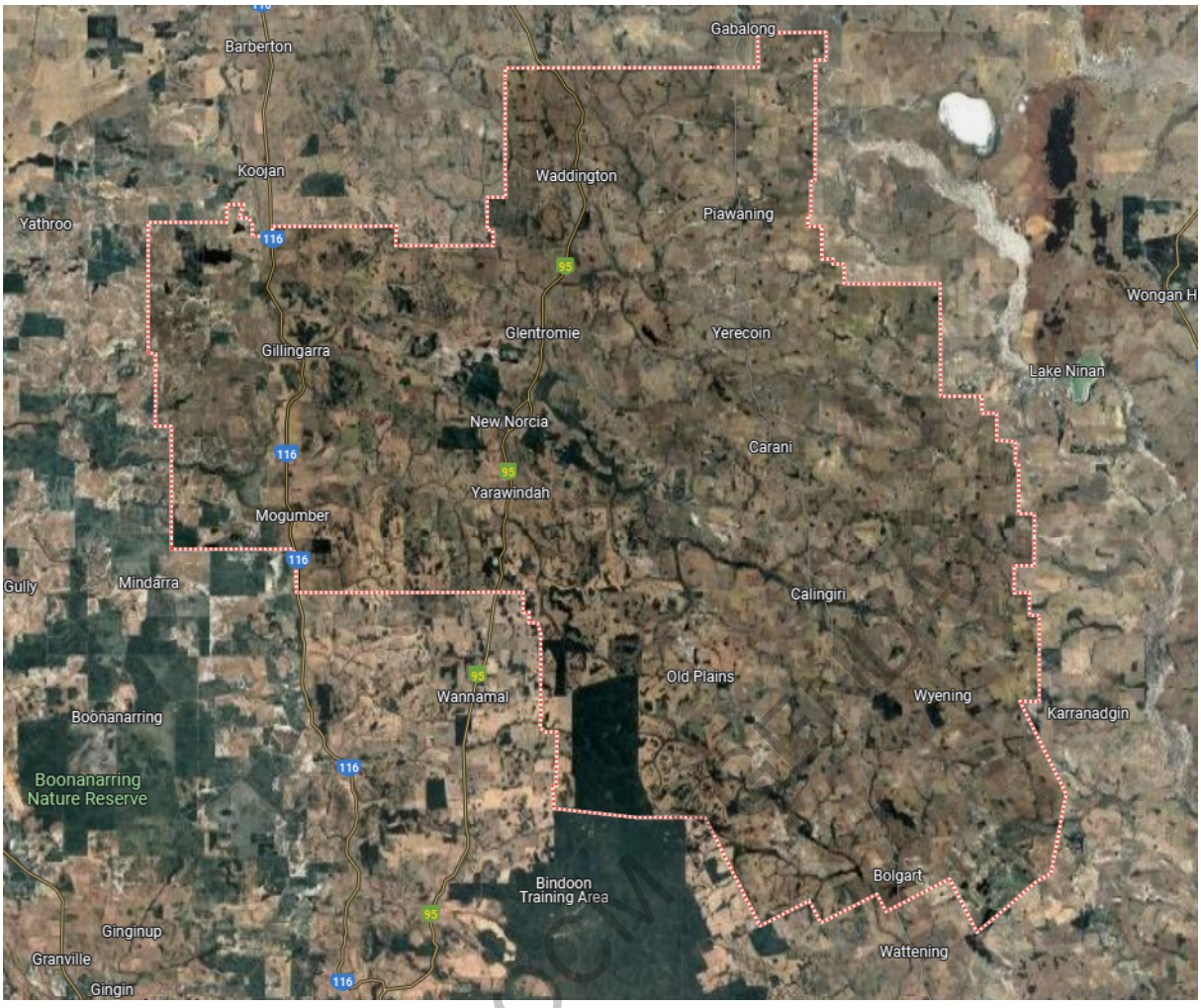


Figure 2: Shire of Victoria Plains

Recurrent water supply problems have affected the Shire over many years. Emerging climate change is likely to increase occurrences of low rainfall, water shortages and demand more efficient use of water.

The Shire recognises the importance of reliable water supply to meet both current needs and in preparing for future need. The Shire recognises the need to provide local community water infrastructure to support federal and state agencies, commercial and private interests throughout the region.

Emergency water and response is one of the key roles of this strategic water plan. It aims to ensure that sufficient water is available for the role of fire fighting in the protection of property, livestock, agriculture and native vegetation. Emergency water supplies are also made available to ensure that the commercial and lifestyle interests of the community are safeguarded wherever possible against serious water deficiencies.

The Shire recognises the importance of emergency off-farm water supplies to farming communities in the event of serious on-farm water shortages, particularly in respect to livestock needs.

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While self-sufficiency must remain the primary responsibility of landholders, providing support for and preparing for those times when on-farm and township supplies fail due to sustained periods of low rainfall, is a key objective of the strategic water supply plan.

The use of non-potable water infrastructure for irrigation of public space including sports fields, public gardens, nature reserves and for non-potable uses such as public toilets will reduce reliance on potable water supplies and provide more efficient use of available water supplies.

Community water supply infrastructure form part of a larger network of strategic township and off-farm emergency water supplies and supply water for community owned spaces.

1 Purpose of the Strategic Water Use Plan

The purpose of the Strategic Water Use Plan is threefold:

1. Set out in a survey and location GPS mapping of existing Shire owned water supply assets, either on Shire property or located on private property.
2. Provide a desktop demand model for the Shire for emergency (generally firefighting) uses.
3. Identify possible current and near future deficiencies / issues with the Shire's water infrastructure and possible solutions, funding pending.

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2 Existing Infrastructure Survey

SWIPE CARD SYSTEMS

Some existing sites have a swipe card system for metered fill points that require a swipe card or fob to access the water supply. Appropriate water charges for third party users can then be invoiced by the shire.

During emergencies such as bushfires the shire can switch the swipe card system to allow access without a swipe card. Swipe card sites are turned to manual during the fire season. The emergency access contact is the Community Emergency Services Manager (CESM) on 0499516763. It is recommended that this system be extended for both existing supply points where is it not implemented and for new supply infrastructure.

EXISTING INFRASTRUCTURE

Existing infrastructure was surveyed in each town in the Shire. The latitude and longitude of each element was recorded and several pictures taken of each. A detailed list of GPS locations for each element is contained in Appendix A.

The compilation of the QGIS data (available to Council) is shown below, where each yellow dot represents a picture of existing infrastructure:

AGENDA

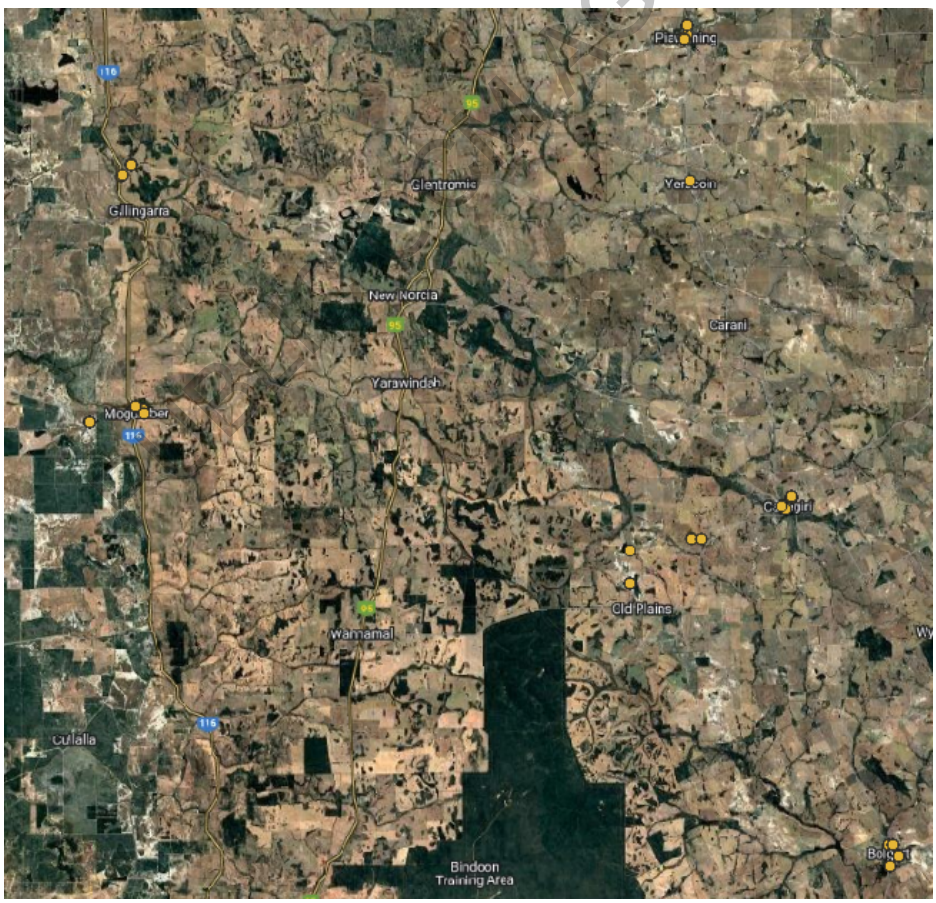


Figure 3: QGIS image locations

2.1 YERECOIN

There is no current water Council owned water systems within Yerecoin. The town water is supplied from WaterCorp.

There is one Sewerage Pond as per the location below:



Figure 4: Yerecoin sewerage pond location

2.2 NEW NORCIA

There is no current water Council owned water systems within New Norcia. The town water is supplied from WaterCorp.

2.3 BOLGART

Shire owned strategic community water supply for agricultural purposes, including emergency stock and firefighting water

The Shire "bore" (a submersible pump on a perennial waterhole) is located in Bolgart on private land (Shire owns the Bore) approximately 900m south of the township. The bore supply capacity is not recorded.

This bore pumps water up to a 150-kL tank (Bolgart tank No 1) and standpipe located just out of town on Bolgart East Rd, approximately 30m from Phillips Road at the Bolgart Sports Club. The site has an air compressor and air operated pump. It has heavy vehicle access including a turnaround area. The standpipe uses and overhead and dual camlock system.

The water is then gravity fed from this tank back into town to 150kL storage tank (Bolgart tank No 2) and standpipe 2, located on Lot 23 Smith Street with the standpipe on George Street. The site has heavy vehicle access and turn-around area. There is currently no operational pump at this site.

Figure 5 shows the general locations of the infrastructure.

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Figure 5: Bolgart water infrastructure

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WaterCorp own a pipe that comes near Bolgart but stops just on the outskirts of the town itself.

The water assets within Bolgart for the standpipes and tanks are owned by the Shire.

2.4 CALINGIRI

The purpose of the water infrastructure at Calingiri is to provide strategic community water supply for agricultural purposes, including emergency stock and firefighting water. It also supplies water to the sports fields and emergency water at standpipe. There is a bore located on Parker Road as per the map below, which has a pin drop and the coordinates of where this is located.

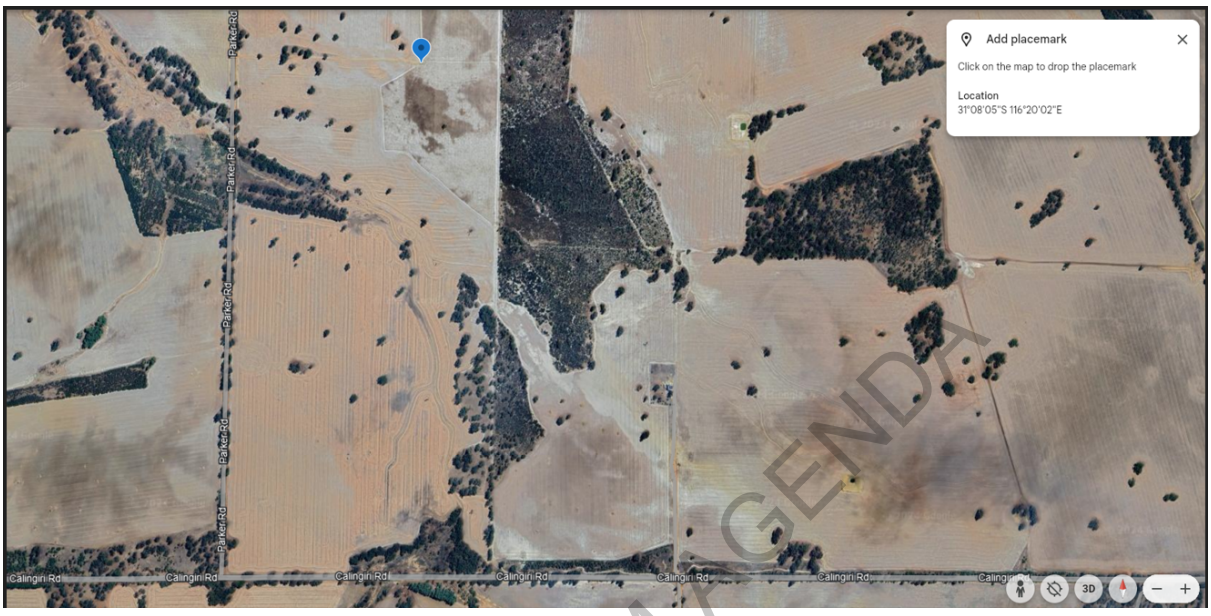


Figure 6: Parker Rd bore in Calingiri

This bore, located on Parker Road, is owned by the Shire, but is located on privately owned land. Supply capacity of the bore is not recorded. The bore pumps to a storage tank located on Goudge Road approximately 1 km west of Calingiri Rod as per the attached map. A standpipe is located near the corner of Calingiri Road and Goudge Rd



Figure 7: Calingiri tanks

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This bore water is pumped to the tank on Goudge Road and then pumped/gravity assisted to the standpipe and into town to the 2 x 225 kL tanks located at the Calingiri Sprots Oval. A second overhead standpipe is provided at the oval.

The town itself is supplied with drinking water from WaterCorp.

There are two irrigated open space locations within the Shire, and both are located within Calingiri. They are:

- Calingiri Sports Ovals - Bore water from Parker Rd bore
- Anzac Memorial park- Scheme water

There are two open sewerage ponds in Calingiri which are located next to the CBH site, as shown below:



Figure 8: Calingiri sewerage ponds

2.5 GILLINGARRA

The purpose of the Shire owned water infrastructure at Gillingarra is to provide sstrategic community water supply for agricultural purposes, including emergency stock and firefighting water. It also provides water to the Gillingarra Hall, public toilets and emergency water at standpipe at same location.

Vesting of the infrastructure is currently in dispute and is under review by DPLH and DWER.

Gillingarra until recently had an operational system that is all now defunct. A bore located approximately 2.7km northwest of Gillingarra Road had a supply capacity of 60kL/ day. There are 2 x 150 kL storage tanks approximately 330m east from the bore also on private land that require the permission of the landowner to access. The two storage tanks that were located out at Gillingarra were feeding water to the standpipe, and the public hall/toilets have collapsed, so the Shire has placed a small tank near the public toilets for the interim.

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The pump that is located out at Gillingarra is owned by the Shire and is an electric pump. This was originally bore pumped water to a private house and overhead standpipe that is next to the Gillingarra hall and then the water was pumped to the collapsed tanks. The water was gravity fed back down to the hall and toilets.

Shown below is map of Gillingarra and marked next to each asset a red cross and a number.

1. The location of the bore, located on private property.
2. The location where the standpipe is located and the water is pumped directly from the bore to a small storage tank of approximately 2000L on a stand, located on private property.
3. The location of the tanks that have just recently collapsed, were located on private property.
4. The location of Gillingarra Hall. Water gravity fed from the collapsed tanks down to the hall to supply water to the hall / toilets and standpipe.



Figure 9: Water assets located in Gillingarra

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2.6 MOGUMBER

The purpose of the Shire owned water assets is to provide sstrategic community water supply for agricultural purposes, including emergency stock and firefighting water.

The bore (which is like Bolgart and is more a solar powered pump within a soak/pond) is non-operational and has been that way for some time. The current arrangement is that the Shire water tanker fills the storage tank. The tank then gravity feeds back down to an overhead standpipe.



Figure 10: Water assets located in Mogumber

The "bore" which had a supply capacity of 60kL / day is located on private property off Yarawindah Road, approximately 400m east of Bindoon-Morra Road, and 135 kL storage tank (labelled 1 in the attachment) however, the assets themselves are all owned by the Shire. The "bore" is located out to the west of Mogumber off Mogumber W Road.

Due to this system being broken, the Shire currently uses 30,000L trucks to cart water to fill the tank on the hill. The hill is quite steep, and water trucks can't get up it, therefore they must pump water up the pipeline from down where the standpipe is. It is a slow process to do this and takes one of the Council staff a whole day to do three truckloads of 30,000L.

Once a new water supply is sourced from the general locality of the Mogumber Library Lot, this supply will be plumbed to the current reticulated system in place that feeds the Mogumber Hall and ablutions. We will also maintain the current tank on the hill as a gravity feed line to the standpipe, Mogumber Library and Mogumber Hall and ablutions.

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2.7 PIAWANING

The purpose of the Shire owned water infrastructure in Piawaning is to provide strategic community water supply for agricultural purposes, including emergency stock, firefighting and local government uses.

The original bore with RO plant for desalination was approximately 200m north of Waddington-Wongan Hills Road. The system has a supply capacity of 24 kL/day. It is unclear whether the existing bore and RO plant are still in use.

The Shire has recently installed a new bore at Bindi Bindi – Toodyay Road. The capacity of the new bore is not recorded.

As per the figure below, the green lines are roughly where the pipe runs, the red cross is where the 2 x 250,000L storage tanks and new RO Plant are all located, which is on the same reserve as the Piawaning Hall. The bore and solar powered pump are marked on the attached figure with a pin drop and is located on the side of the Bindi Bindi – Toodyay Road.

An overhead standpipe and separate dual camlock standpipe with heavy vehicle access and turn around track is located at 1094 (lot 55) Waddington-Wongan Hill Road.



Figure 11: Water assets in Piawaning

3 Water use requirements

3.1 REQUIREMENTS FOR FIRE FIGHTING

Per Department of Fire and Emergency Services, Government of Western Australia

- For small properties (less than 500 square meters), a minimum of 2,500L is required.
- For rural properties exceeding 1 hectare in size, a minimum of 20,000L is required.
- In high fire risk areas, a minimum of 22,000L allocated for firefighting is recommended.
- Non-reticulated areas require water tanks with a minimum volume of 50,000L per tank and a minimum of 1 tank per 25 lots.
- Combination water tanks storing more than 20,000L are also acceptable for firefighting purposes.

3.2 BUILDING SUPPLY

In accordance with To AS2419, buildings 25,000 litres min require a 4 hour supply per hydrant at 10 L/s – 144,000L per hydrant. (say 150kL tanks) – Note large buildings, particularly private or non-community owned should have their own water supplies secured to meet AS2419, beyond scope of this report.

3.3 SHIRE FIRE FIGHTING

The Shire has five volunteer bush fire brigades with state government emergency services levy.

Vehicles are located in:

- Calingiri
- Bolgart
- Yerecoin / Piawaning
- New Norcia
- Mogumber / Gillingarra

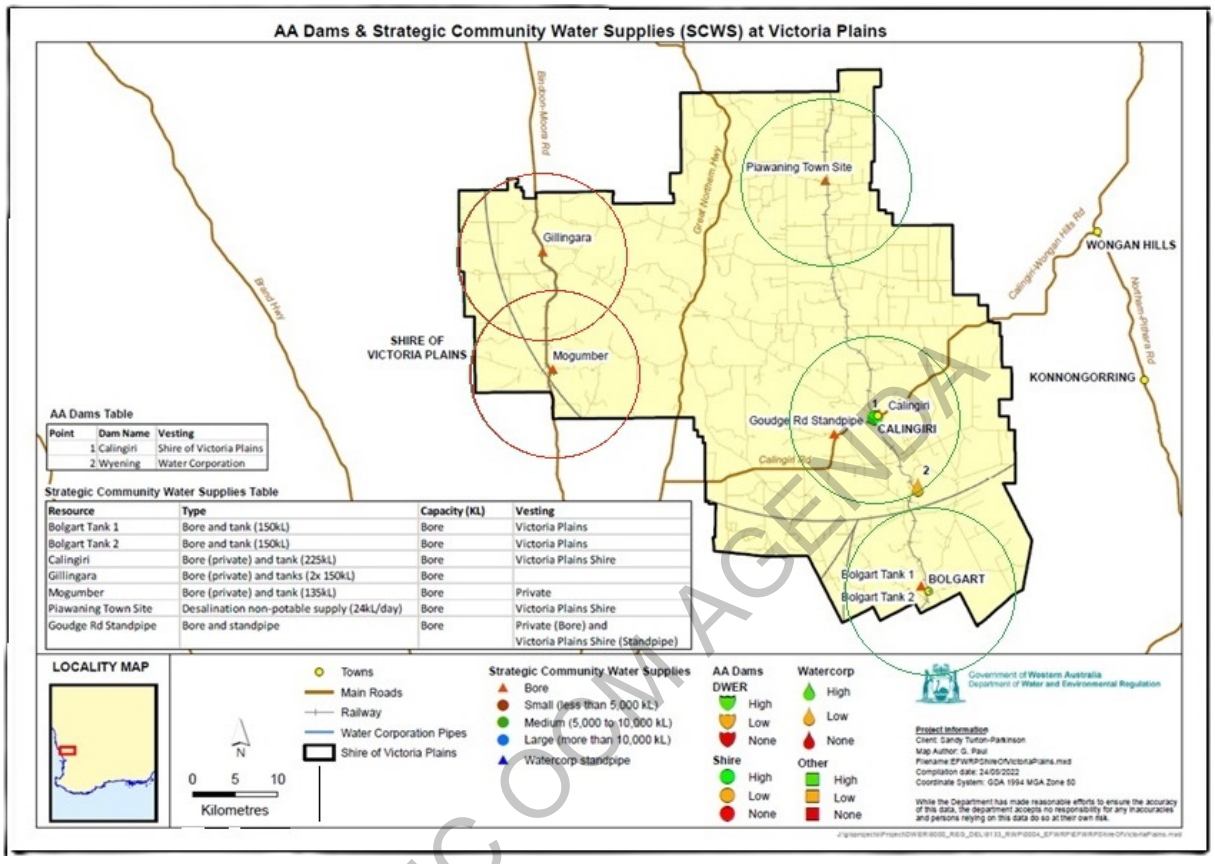
The Shire has 160 registered emergency services volunteers as of September 2020. Collectively, these brigades house

- One 4.4 appliance (4,000L water capacity),
- Two 2.4 appliances (2 x 2,000L water capacity),
- Two 3.4 (2 x 3,000L water capacity).

Initial fire suppression is typically supported by local farmer response units. Private appliances range from 500L slip on water units to various sized water carts.
The Shire has a 22,000L water tanker which is available during fire emergencies. Water supplies during fire emergencies may also be bolstered by private water carriers and neighbouring local government firefighting resources / tankers.

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Figure 12 shows the shire emergency water infrastructure coverage available for firefighting. It does not include any WaterCorp infrastructure or private supplies. Coverage is based on a 20km radius from the supply point. Green circles represent infrastructure that is currently operational. Red circles represent infrastructure that requires repair or replacement.



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Figure 12: Shire water supply infrastructure firefighting coverage

3.4 REQUIREMENTS FOR EMERGENCY FARM WATER

From Emergency Farmland Response Plan 2010 Government of Western Australia No RWF-EP11:

If the nearest available water supply is more than 40 km one-way from the farm gate, a Water deficiency declaration may apply. Where significant demand for off-farm water exists, assistance should be sought from the shire council in respect to lodging an application for a Water deficiency declaration with the Department of Water. The district office of the Department of Agriculture and Food should be notified of the application.

Declaration of 'water deficiency' is a Government response to safeguard the commercial interests of those farmers who do not have reasonable access to permanent water carting points, such as standpipes served by a Water Corporation piped water scheme.

'Reasonable Access' is defined as being within a 40 km radius of a suitable water source. Water to be suitable for livestock, not for human consumption.

Water service is intended for short term emergency use only, not as a regular source of water to provide for the on-going needs of a farming business. Unrestricted drawdown from standpipes may compromise the rate of supply to landholders connected directly to the pipeline or townspeople. The Water Corporation aims to limit the daily flow from standpipes to 50kL. Tank storage is encouraged in order to provide reserve capacity. and limit drawdown directly from standpipes at peak time

Based on information available in Stocking rate guidelines for small rural holdings, western Australia ISSN 1326-4168, Feb 2000; for long term stocking rates 10 Dry Sheep Equivalent (DSE) for non-irrigation pasture. This can be as high as 25 for irrigated pasture. It is assumed irrigated pasture does not require emergency water for livestock.

Summer demand for DSE is 12 litres/day This gives an emergency supply requirement of 120 litres per hectare of pastureland to be supplied. 50kL supply is deemed adequate for approximately 415 hectares of livestock pasture.

3.5 REQUIREMENTS FOR PUBLIC SPACE IRRIGATION

The use of community water drawn from stormwater or bore supply for public space irrigation and public toilet supply (non-drinking) is opportunistic to provide lower cost water than any available potable water supply.

Water quality issues for unrestricted irrigation may require additional treatment facilities including filtration and disinfection and is unlikely to be cost effective for small irrigation scheme. Feasibility for larger irrigation schemes needs to be undertaken on a project-by-project basis.

This report does not make any recommendations for the expansion or construction of any new public space irrigation schemes.

3.6 REQUIREMENTS FOR CONSTRUCTION WATER

In the absence of any particular large scale construction projects this report does not make any specific recommendation for construction water supply.

Access to the off-farm emergency water supplies can be made available for small scale construction projects on a case-by-case basis by application. Large scale project can make their own arrangements for temporary bores.

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4 Project Recommendations

4.1 UPGRADE REMEDIATION / REPAIR / REPLACEMENT OF EXISTING INFRASTRUCTURE

4.1.1 Bolgart

Check legal, deed and vesting arrangements. Arrange for access easements and water deeds to the bore located on private land if not already in place. Determine bore supply capacity.

Estimated cost $10k + GST.

4.1.2 Calingiri

Check legal, deed and vesting arrangements. Arrange for access easements and water deeds to the bore located on private land if not already in place. Determine bore supply capacity.

Confirm deed & access agreements with sports oval (is it private or council owned). Determine bore supply capacity.

Estimated cost $10k + GST.

4.1.3 Gillingarra

Review entire System.

Legals for bore located on private land. Potentially abandon and sink new bore on council owned land. Abandon, sell to local farmer and build new tanks or relocate tanks to council land (permission to enter private land is cumbersome). Existing system seems to be a small facility with collapsed tanks.

Recommend upgrading to 250kL tank as part of fixing this system. Provide coverage to the Northwest areas of the Shire. Estimated cost $700k + GST excluding land costs, power supply, site amenities, roadworks. (assumes existing bore is sound).

No allowance for backup power supply but a connection point for a portable generator can be considered in the event of extended power outage to refill the tank from the bore.

4.1.4 Mogumber

Review entire System.

Legals for bore located on private land. May abandon and sink new bore on council owned land. Abandon, sell to local farmer and build new tanks or relocate tanks to council land (permission to enter private land is cumbersome). – similar cost to the above.

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4.2 NEW COMMUNITY WATER INFRASTUCTURE

Where there is an existing water supply such as WaterCorp town supply A 50kL dedicated firefighting tankage fed by the existing supply would provide value for fast resupply of fire fighting vehicles and tankers. Such a facility would not be suitable for agricultural supply. These storages can be co located at existing fire depots where this is sufficient shire owned land adjoining.

It is our view, however, that there is insufficient value in providing community bores with stand-alone tanks for firefighting purposes only (as opposed to specific coverage for large buildings) for the cost outlay. The facility will mostly stand idle for the majority of its operational life and not return much value to the community for the investment. We consider a combined firefighting and emergency water storage facility to be better value where new bores are to be installed.

These storages could also be used to provide a service for general farm water (non-potable) for local farmers once the bore extraction rates and fill times are known to keep the water relatively fresh and turning over in the tanks. A bore may have a supply capacity of 60 kL /day so this would be the normal limit of supply for general farm water, preserving the remainder for emergencies. Water supplied in this fashion should be charged at the appropriate rates using the swipe card system

If used in this purpose an amount of water (50kL) would be needed to be "quarantined" at each site for firefighting purposes and not encroached upon for farm use or emergency stock watering. This can be achieved by designing the outlets for farm use at different levels in the tanks or controlled cutoffs at standpipes or other simple designs. Similar to other current facilities in the shire these tanks would be non-potable supplies fed by a local council owned bore to save treatment costs. Provision for flushing the facilities of sediments that would build up over time should be incorporated in the design.

Coverage of the shire has been mapped and the following "gaps" identified that will reduce travel times of fire fighting vehicles and tankers needing to draw on the supply. It also fills gaps for emergency farm water supply, reducing farmers travel costs and exhaust emissions (helping to reduce climate change impacts).

It is assumed that fire fighting vehicles have their own pump sets and can pump out from an appropriate connection point even with the loss of power at the site. It is recommended that the community tanker be similarly equipped if not already.

Figure 13 shows the recommended new community water infrastructure coverage for emergency water supply for firefighting. Blue circles indicate the new coverage area.

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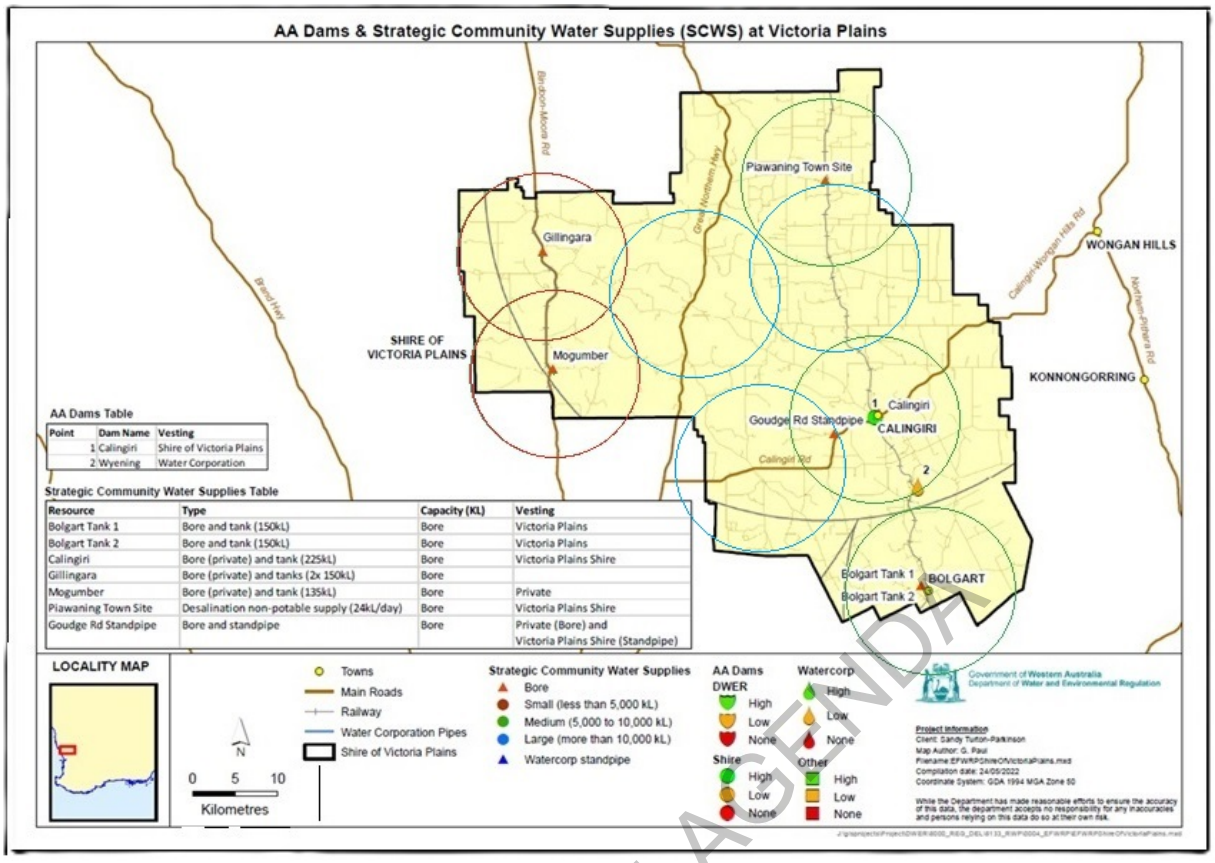


Figure 13: New Shire water supply infrastructure firefighting coverage

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4.2.1 New Norcia – Township.

Provide central area coverage and fills a significant gap between Mogumber and Piawaning in an inhabited township. Local fire unit vehicle located in township which is likely to be supplied by current potable water supply but in the event of a significant catastrophic event where power supply and/or the existing treatment plant or reticulation system is lost it is likely that the water supply will also be significantly impacted.

Provide 250kL tank, bore, pumps, standpipe system for combined firefighting water & emergency farm water with swipe card system allowing general farm water supply. Quarantine min 50kL for firefighting.

No allowance for backup power supply but a connection point for a portable generator can be considered in the event of extended power outage to refill the tank from the bore.

Budget ($30K design, $30k preliminaries, $140K bore & bore pump, $70k civils, $360k tank, $60K pumps & pipes, $15k standpipe $50K power supply, control systems & metering, $30K swipe card system & telecommunications, +30% remote area) ~$1,025K + GST excluding land costs, legals & licensing costs, additional site amenities, fencing, roadworks.

Alternatively, the local firefighting unit could be provided with a 50kL dedicated firefighting water supply tank and supplied from the existing town water supply but no water for agricultural emergency use would be available. Estimated budget $100k + GST.

4.2.2 Yerecoin – Township

Provide central east area coverage and fills a gap between Piawaning and Calingiri. Local fire unit vehicle may be located in township which is likely to be supplied by current potable water supply but in the event of a significant catastrophic event where power supply is lost it is likely that the water supply will also be significantly impacted.

Provide 250kL tank, bore, pumps, standpipe system for combining firefighting water & emergency farm water with swipe card system allowing general farm water supply. Quarantine min 50kL for firefighting.

No allowance for backup power supply but a connection point for a portable generator can be considered in the event of extended power outage to refill the tank from the bore.

Budget $1,025K + GST excluding land costs, legals & licensing costs, additional site amenities, fencing, roadworks.

Alternatively, the local firefighting unit could be provided with a 50kL dedicated firefighting water supply tank and supplied from the existing town water supply but no water for agricultural emergency use would be available.

4.2.3 Old Plains

No specific township but the area is serviced by a sealed road, Calingiri Rd. The area has several nature reserves that are vulnerable to fire. A suitable land area adjacent to the main road would need to be identified. A facility in this area would provide improved coverage for south area. Some overlap with Calingiri but provides coverage to the Southwest and is close to the Bindoon Training area (military use) which has a potential for starting fires.

Provide 250kL tank, bore, pumps, standpipe system for combining Firefighting Water & emergency farm water with swipe card system allowing general farm water supply. Quarantine min 50kL for firefighting.

No allowance for backup power supply but a connection point for a portable generator can be considered in the event of extended power outage to refill the tank from the bore.

Budget $1,075K + GST excluding land costs, legals & licensing costs, additional site amenities, fencing, additional power supply augmentation, roadworks.

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5 Strategic Water Plans

5.1 SWP – YERECOIN

Prepared for: Shire of Victoria Plains
Region: Yerecoin, WA
Horizon: 2025–2045 (20-year outlook)

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1. Executive Summary
Yerecoin is a small township in the Shire of Victoria Plains that currently has no Shire-owned water supply infrastructure. All residential and community needs are met by the Water Corporation scheme, with the only Shire asset being a sewerage pond. This creates a vulnerability in the event of power loss, scheme disruption, or drought.

This plan sets out the requirements for securing local emergency water for firefighting and agricultural purposes, identifies future demand, and recommends staged actions to improve resilience over the next 20 years.

---

2. Objectives

- Provide reliable access to emergency firefighting and stock water
- Reduce reliance on a single scheme supply by diversifying sources
- Support agricultural and community resilience in drought or emergency situations
- Establish a framework for ongoing monitoring, engagement, and funding

---

3. Current Water Sources and Use

- **Scheme water (Water Corporation):** sole provider of drinking and community supply
- **Sewerage pond:** located near town, not used for emergency supply
- **No Shire-owned bores, tanks, or standpipes** are currently available

---

4. Challenges and Risks

- High reliance on scheme water creates a single point of failure in emergencies
- No dedicated firefighting storage, leaving local brigades dependent on private sources or neighbouring towns
- Agricultural vulnerability, as off-farm emergency water would need to be carted from further afield
- Modest population size may limit the economic return of major capital works, though strategic storage can still provide value

---

5. Future Water Needs to 2045

- **Population:** The town is expected to grow only modestly, with an increase from around 70 people today to approximately 80–90 by 2045.
- **Firefighting:** A dedicated 50–250 kL firefighting storage would bring Yerecoin in line with Department of Fire and Emergency Services (DFES) standards.
- **Agriculture:** Local farms would benefit from a Shire-managed standpipe or bore to reduce carting distances, particularly in drought years.
- **Emergency resilience:** A minimum of 50 kL of quarantined water should be always maintained for firefighting.

---

6. Strategic Actions
Short term (1–3 years)

- Formalise arrangements with local fire brigades for emergency access to private supplies

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- Identify potential bore locations on Shire or cooperative private land
- Review contingency protocols with DFES and Water Corporation for scheme outages

Medium term (3–10 years)

- Construct a 50kL firefighting tank in town supplied from scheme water
- Investigate and test potential bore sites for long-term supply
- Trial a swipe-card standpipe system for emergency carting

Long term (10–20 years)

- Develop a combined firefighting and agricultural emergency water facility (bore, 250 kL tank, pumps, standpipe, swipe card access)
- Incorporate solar or backup power supply for resilience during outages
- Integrate facility into the broader Shire water security network

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7. Community and Stakeholder Engagement

- Partner with the Yerecoin volunteer fire unit to define access requirements
- Consult with the local Progress Association and Community Groups
- Consult local farmers on co-investment or hosting of infrastructure sites
- Provide community updates through Shire newsletters and annual water forums

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8. Monitoring and Reporting

- Annual inspection of firefighting readiness and emergency protocols
- Groundwater monitoring if a bore is developed, including yield and salinity testing
- Five-year review of the Yerecoin plan as part of the Shire-wide strategy

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9. Funding Opportunities

- State: Department of Water and Environmental Regulation (Community Water Supply Program), WA Emergency Services Levy
- Federal: Future Drought Fund and National Water Grid Fund (small town water resilience projects)
- Local: Shire budget allocations, cost-sharing with landholders for bore development

---

10. Conclusion

Yerecoin currently has no dedicated emergency water supply and is vulnerable to outages in scheme water. Establishing a small-scale firefighting tank in the short term, followed by a bore and combined emergency storage facility in the longer term, will provide reliable local capacity for both firefighting and agriculture. This staged approach balances cost with community resilience, ensuring Yerecoin is better prepared for drought and emergency events through to 2045.

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5.2 SWP – NEW NORCIA

Prepared for: Shire of Victoria Plains
Region: New Norcia, WA
Horizon: 2025–2045 (20-year outlook)

---

1. Executive Summary

New Norcia is a unique township within the Shire of Victoria Plains, known for its heritage and monastic community. The town has no Shire-owned water supply assets and relies entirely on Water Corporation scheme water. This reliance exposes the community to risks during emergencies, particularly large fire events where scheme water supply or power may be disrupted.

This plan sets out options to strengthen New Norcia's resilience by introducing emergency firefighting and agricultural water infrastructure, while ensuring heritage values and township amenity are respected.

---

2. Objectives

- Ensure local access to emergency firefighting water to protect community assets and heritage buildings
- Provide contingency supply for agricultural and emergency farm water needs
- Reduce sole reliance on scheme water during power loss or catastrophic events
- Establish staged, cost-effective investment aligned with community and heritage values

---

3. Current Water Sources and Use

- Scheme water (Water Corporation) is the sole supply for residents and community use
- No Shire-owned bores, tanks, or standpipes exist in New Norcia
- The town has a local fire unit vehicle, which currently relies on scheme water and private sources for emergency supply

---

4. Challenges and Risks

- Reliance on scheme water with no backup creates a vulnerability during power outages or infrastructure failure
- Heritage assets are at high risk in the event of a major fire
- No dedicated firefighting or farm emergency supply increases carting distances and delays in emergency response
- The monastic community and visitors may be impacted by limited local resilience

---

5. Future Water Needs to 2045

- **Population:** The town's permanent population is stable, with minor changes expected, but visitor numbers create a need for reliable emergency water
- **Firefighting:** A minimum of 50 kL dedicated firefighting storage is needed, but 250 kL would provide stronger coverage for heritage and community assets
- **Agriculture:** Surrounding farmland would benefit from access to off-farm emergency water to reduce carting distances
- **Emergency resilience:** Storage must be designed to protect at-risk heritage buildings and provide rapid fill capacity for firefighting vehicles

---

6. Strategic Actions

Short term (1–3 years)

- Establish agreements with Water Corporation and DFES for contingency supply arrangements

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- Identify suitable Shire-owned or community land for emergency water infrastructure, ideally near the fire depot

Medium term (3–10 years)

- Construct a 50kL firefighting tank supplied from scheme water to provide rapid refill capacity for local brigades
- Investigate bore siting and licensing options for a combined firefighting and farm water facility

Long term (10–20 years)

- Develop a bore-fed facility with 250 kL storage, standpipe, swipe card system, and pumps
- Quarantine a minimum of 50 kL for firefighting, with the remainder available for emergency farm supply
- Incorporate solar or backup generator to ensure operability during outages

7. Community and Stakeholder Engagement

- Work with the New Norcia monastic community to ensure water infrastructure respects cultural and heritage values
- Partner with local fire brigades to design fit-for-purpose emergency facilities
- Consult with the local Progress Association and Community Groups
- Consult with farmers in surrounding districts on co-investment and access needs

8. Monitoring and Reporting

- Annual review of firefighting readiness, including tank levels, pumps, and access
- Groundwater monitoring if a bore is developed to ensure quality and yield
- Five-year review of New Norcia's water plan as part of the broader Shire strategy

9. Funding Opportunities

- State: DWER Community Water Supply Program, WA Heritage Council funding (heritage protection projects that overlap with fire resilience)
- Federal: Future Drought Fund, National Water Grid Fund (regional water resilience)
- Local: Shire allocations, with potential community co-investment through heritage partnerships

10. Conclusion

New Norcia is fully reliant on scheme water and has no Shire-owned emergency water infrastructure. Given the town's unique heritage assets and fire risk profile, there is a strong case for investment in local storage. A staged approach, beginning with a 50kL firefighting tank and moving toward a 250kL combined facility, will provide reliable capacity for both firefighting and agricultural resilience, reducing risks to community safety and heritage assets through to 2045.

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5.3 SWP – BOLGART

Prepared for: Shire of Victoria Plains
Region: Bolgart, WA
Horizon: 2025–2045 (20-year outlook)

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1. Executive Summary
Bolgart has a functioning Shire-owned community water supply, including a bore, tanks, and standpipes. However, the system is partly located on private land and capacity records are incomplete. While the infrastructure provides strategic water for agricultural use and firefighting, legal arrangements, asset condition, and long-term resilience need to be addressed.

This plan sets out a pathway to formalise land access, upgrade and expand capacity, and provide Bolgart with reliable emergency water supply for both firefighting and agricultural purposes.

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2. Objectives

- Secure legal and operational control of existing water assets
- Improve the reliability and recorded capacity of the bore and tank system
- Ensure sufficient firefighting storage to meet DFES requirements
- Provide an efficient system for emergency farm water supply
- Reduce reliance on carting water from other towns during drought or fire emergencies

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3. Current Water Sources and Use

- Bore located 900 metres south of Bolgart on private land, owned by the Shire
- Water pumped to a 150kL tank and standpipe at the Bolgart Sports Club (Tank 1)
- Supply gravity-fed to a second 150kL tank and standpipe on Smith Street (Tank 2)
- Infrastructure supports agricultural supply, firefighting, and emergency water carting
- Water Corporation has a nearby pipeline but does not supply the town directly

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4. Challenges and Risks

- Bore located on private land with no formalised deed or easement
- Bore capacity not recorded, limiting planning and assurance of supply
- No operational pump at Tank 2 site, reducing redundancy
- Current firefighting capacity may be insufficient in catastrophic fire scenarios
- Reliance on an ageing system with limited recorded performance data

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5. Future Water Needs to 2045

- **Population:** Expected to remain relatively stable, with modest growth
- **Firefighting:** Requirement for at least 50kL quarantined firefighting storage, ideally increased to 250kL for township protection
- **Agriculture:** Local farms require reliable emergency carting points within 20km of properties; Bolgart is strategically located to provide coverage
- **Resilience:** Bore yield and tank capacity must be verified and expanded to provide for fire events and drought years

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6. Strategic Actions
Short term (1–3 years)

- Confirm legal access to the bore and secure easements and deeds
- Determine bore capacity and establish ongoing monitoring program
- Repair and reinstate operational pump at Tank 2 site

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Medium term (3–10 years)

- Upgrade tanks to increase capacity from 150 kL to 250 kL
- Install smart metering and swipe card system to manage farm water access
- Improve heavy vehicle access and turnaround areas for firefighting and carting trucks

Long term (10–20 years)

- Construct an additional bore and 250 kL storage tank on Shire land to reduce reliance on private land access
- Incorporate backup power options (solar or generator-ready connections) to ensure system operability during outages
- Integrate Bolgart system into a broader Shire-wide strategic water network

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7. Community and Stakeholder Engagement

- Engage private landholders hosting the bore to formalise access arrangements
- Consult with the local Progress Association and Community Groups
- Consult local farmers on the use of swipe card access and fair pricing models
- Work with Bolgart fire brigade to design fit-for-purpose firefighting facilities
- Provide updates through Shire community meetings and water forums

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8. Monitoring and Reporting

- Annual reporting of bore yield, tank levels, and system reliability
- Ongoing water quality testing for salinity and potability
- Five-year review of Bolgart water plan as part of Shire-wide strategic review

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9. Funding Opportunities

- State: DWER Community Water Supply Program, Emergency Services Levy (for firefighting assets)
- Federal: National Water Grid Fund, Future Drought Fund
- Local: Shire capital works budget, cost-sharing arrangements with agricultural users

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10. Conclusion

Bolgart already has a functioning community water system, but gaps in legal security, asset condition, and firefighting storage must be addressed. Incremental investment in securing the bore, upgrading tanks, and improving reliability will provide long-term resilience. A staged approach, with a potential second bore and expanded storage in the long term, will ensure Bolgart continues to support firefighting, emergency farm supply, and community resilience through to 2045.

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5.4 SWP – CALINGIRI

Prepared for: Shire of Victoria Plains
Region: Calingiri, WA
Horizon: 2025–2045 (20-year outlook)

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1. Executive Summary
Calingiri is the administrative centre of the Shire of Victoria Plains and the most significant township in terms of population, services, and community facilities. The town has Shire-owned water infrastructure including a bore, tanks, and standpipes that supply water for agricultural, firefighting, and irrigation purposes. Potable water for the town itself is provided by Water Corporation.

The infrastructure at Calingiri is critical to the Shire's strategic water supply network, but challenges remain with legal arrangements, capacity records, and long-term resilience. This plan identifies actions to secure and expand Calingiri's role as a central hub for firefighting and emergency farm water supply.

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2. Objectives
- Provide reliable emergency water for firefighting and agricultural purposes
- Ensure legal security and access rights for existing bore and tanks
- Increase capacity to meet projected firefighting and agricultural demand
- Support community amenity through irrigation of sports and public spaces
- Strengthen Calingiri's role as a Shire-wide water hub

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3. Current Water Sources and Use
- **Bore on Parker Road**: Shire-owned, located on private land; capacity not recorded
- **Tank on Goudge Road**: Receives bore water, then supplies standpipe and town distribution
- **Two 225 kL tanks at Calingiri Sports Oval**: Provide irrigation and emergency supply
- **Standpipes**: Located at Goudge Road and at the sports oval
- **Irrigation**: Sports oval uses bore water; Anzac Memorial Park uses scheme water
- **Sewerage ponds**: Two open ponds located near CBH site
- **Town supply**: Provided by Water Corporation scheme water

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4. Challenges and Risks
- Bore located on private land without formalised deed or easement
- Bore capacity and sustainable yield not recorded
- Dependence on bore water for sports oval irrigation may reduce availability for firefighting in dry years
- Sports oval land tenure and access arrangements need to be confirmed
- System resilience is limited by lack of backup power in the event of outage
- Projected climate change impacts will increase demand for irrigation and firefighting capacity

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5. Future Water Needs to 2045
- **Population:** Expected to grow modestly from about 250 to 300 residents by 2045
- **Firefighting:** Storage of at least 250 kL is required to provide adequate coverage for the township and surrounding rural properties
- **Agriculture:** Increasing demand for off-farm emergency water will require reliable standpipe capacity
- **Community facilities:** Continued irrigation of sports and public spaces is important for community wellbeing

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- **Resilience:** Additional storage and a verified bore supply will be needed to meet Shire-wide emergency coverage requirements

6. Strategic Actions

Short term (1–3 years)

- Confirm and formalise legal access to Parker Road bore and sports oval facilities
- Undertake bore capacity and water quality testing
- Review allocation between irrigation and emergency water supply
- Install smart meters to improve monitoring and reporting

Medium term (3–10 years)

- Upgrade tank capacity at Goudge Road and sports oval to 250 kL each
- Install swipe card system at standpipes to manage access and track usage
- Improve irrigation efficiency at sports oval to reduce pressure on bore water supply
- Consider constructing a second bore on Shire land to diversify supply

Long term (10–20 years)

- Establish Calingiri as a Shire-wide emergency hub with 500 kL of firefighting and farm water storage
- Provide backup power supply (solar with generator connection) for bore and pumps
- Integrate Calingiri system into a wider Shire emergency water network with coverage mapping

7. Community and Stakeholder Engagement

- Work with local sporting clubs to balance irrigation use with emergency needs
- Consult with farmers on pricing and access to standpipe water
- Collaborate with DFES and local brigades on firefighting readiness and infrastructure design
- Consult with the local Progress Association and Community Groups
- Provide regular updates through Shire forums and community newsletters

8. Monitoring and Reporting

- Annual reporting of bore yield, tank levels, and irrigation usage
- Groundwater salinity and yield monitoring to ensure sustainable supply
- Five-year strategic review of Calingiri's role as a Shire water hub

9. Funding Opportunities

- State: DWER Community Water Supply Program, Emergency Services Levy (firefighting capacity)
- Federal: Future Drought Fund, National Water Grid Fund (regional infrastructure)
- Local: Shire budget, partnerships with sporting clubs and agricultural users

10. Conclusion

Calingiri has the most significant Shire-owned water infrastructure and plays a critical role in the strategic water supply network. With modest investment in legal security, capacity upgrades, and resilience measures, the town can become a reliable hub for firefighting, agricultural, and community water needs. Establishing Calingiri as a long-term water security centre will benefit the township and the broader Shire through to 2045.

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5.5 SWP – GILLINGARRA

Prepared for: Shire of Victoria Plains
Region: Gillingarra, WA
Horizon: 2025–2045 (20-year outlook)

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1. Executive Summary
Gillingarra previously had an operational Shire-owned water system supplying agricultural, firefighting, and community needs. The system is now defunct, with collapsed storage tanks and unresolved land tenure issues. The Shire currently relies on a small temporary tank near the public toilets, which is inadequate for firefighting and emergency farm supply.

This plan identifies actions to restore Gillingarra's role in the Shire water network, beginning with resolving land access, then investing in new bore and tank infrastructure on secure sites.

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2. Objectives

- Re-establish reliable emergency water infrastructure for firefighting and stock use
- Resolve land tenure and ownership issues for bore and tanks
- Provide adequate storage capacity to support local community facilities
- Ensure long-term sustainability with secure access, reliable yield, and modern infrastructure

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3. Current Water Sources and Use

- **Bore** located 2.7 km northwest of Gillingarra Road on private land; capacity recorded as 60 kL/day
- **Two 150 kL storage tanks** (collapsed) located on private land
- **Standpipe and pump system** previously linked bore to hall, toilets, and standpipe; system is now non-operational
- **Current arrangement:** A small 2000 L temporary tank near the hall and toilets provides minimal supply
- **Town supply:** No Water Corporation reticulated supply in Gillingarra

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4. Challenges and Risks

- Land tenure unresolved; bore and tanks on private land require permissions for access
- Collapsed tanks leave no strategic firefighting or farm water storage in place
- Temporary 2000 L tank is wholly inadequate for fire or agricultural resilience
- Reinstating infrastructure on private land may create long-term legal and operational risk
- Surrounding agricultural properties remain vulnerable to water shortages during drought and emergencies

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5. Future Water Needs to 2045

- **Population:** Gillingarra's population is small and expected to remain stable
- **Firefighting:** Storage of at least 250 kL is required to restore adequate coverage for township and rural properties
- **Agriculture:** Local farmers require a reliable standpipe for emergency carting to reduce long-distance haulage
- **Resilience:** Secure bore on Shire-owned land with modern tankage will provide long-term sustainability and operational control

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6. Strategic Actions
Short term (1–3 years)

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- Resolve land tenure and access agreements for current bore site
- Investigate feasibility of sinking new bore on Shire-owned land
- Provide a larger interim tank (minimum 50 kL) to increase immediate firefighting capacity

Medium term (3–10 years)

- Construct a new 250 kL tank on Shire-owned land, supplied by bore or carting until bore is commissioned
- Install swipe card standpipe system to regulate access and recover operating costs
- Ensure heavy vehicle access and turnaround areas are upgraded for fire and carting trucks

Long term (10–20 years)

- Establish a bore and 250 kL tank system on secure Shire land as the permanent facility
- Provide generator connection or solar backup to ensure operability during power loss
- Integrate Gillingarra's facility into the Shire's broader water network, with mapped coverage and monitoring

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7. Community and Stakeholder Engagement

- Engage with landowners hosting current bore and tanks to resolve immediate access issues
- Consult with local farmers on siting, design, and cost-sharing for new infrastructure
- Consult with the local Progress Association and Community Groups
- Work with DFES and the Gillingarra fire brigade to design facilities fit for firefighting needs
- Provide regular updates through Shire newsletters and forums

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8. Monitoring and Reporting

- Annual inspections of interim and permanent infrastructure
- Bore yield and salinity testing once new supply is commissioned
- Five-year review of Gillingarra water plan as part of Shire-wide strategic review

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9. Funding Opportunities

- State: DWER Community Water Supply Program (for new bore and tanks), Emergency Services Levy
- Federal: National Water Grid Fund, Future Drought Fund (regional resilience infrastructure)
- Local: Shire capital works allocation, possible co-investment with landholders and farming groups

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10. Conclusion

Gillingarra's water infrastructure is currently non-operational, leaving the town and surrounding farms vulnerable. A staged approach is required: first to resolve tenure issues and provide larger interim storage, then to construct a secure 250 kL bore-fed facility on Shire-owned land. Investment in reliable and legally secure infrastructure will restore Gillingarra's resilience and strengthen the Shire-wide emergency water network through to 2045.

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5.6 SWP – MOGUMBER

Prepared for: Shire of Victoria Plains
Region: Mogumber, WA
Horizon: 2025–2045 (20-year outlook)

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1. Executive Summary
Mogumber once had a Shire-owned community water system designed to support agricultural supply and firefighting. The bore and solar pump are now non-operational, leaving the Shire reliant on water carting with trucks to fill a storage tank. This process is labour-intensive, costly, and unreliable during emergencies.

This plan sets out a pathway to restore Mogumber's strategic water supply capacity through new bore development, tank upgrades, and long-term investment in resilient infrastructure.

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2. Objectives

- Re-establish reliable emergency water storage for firefighting and stock watering
- Reduce reliance on truck carting by restoring a permanent bore-fed system
- Improve operational efficiency and resilience of Shire emergency water supply
- Ensure Mogumber provides regional coverage within the Shire's broader water network

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3. Current Water Sources and Use

- **Former bore system**: Located west of Mogumber off Mogumber West Road; capacity previously 60 kL/day
- **Solar-powered pump**: No longer operational
- **135 kL storage tank**: Located on elevated land, supplies overhead standpipe by gravity
- **Current arrangement**: Water is carted by Shire trucks (30,000 L loads), pumped up the hill to the storage tank. Staff report this process is slow and resource-intensive, taking a full day to cart and pump three truckloads
- **Town supply**: No Water Corporation scheme water reticulation for Mogumber

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4. Challenges and Risks

- Bore is non-operational, leaving no sustainable water source in place
- Truck carting is slow, costly, and not viable during large fire events
- Elevation of the storage site makes pumping water challenging, increasing inefficiency
- No backup power or alternate supply available during emergencies
- Local fire coverage is currently limited, leaving Mogumber and nearby farms exposed

---

5. Future Water Needs to 2045

- **Population:** Stable, small community; future demand from town residents is limited
- **Firefighting:** At least 250 kL of dedicated firefighting storage is needed to provide local resilience
- **Agriculture:** Farms in the surrounding district require access to a reliable standpipe to reduce carting distances
- **Resilience:** A permanent bore-fed system, with backup power and automated pumping, is required to ensure coverage during catastrophic fire conditions

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6. Strategic Actions
Short term (1–3 years)

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- Repair or replace the existing bore and assess yield and quality
- Provide a larger interim tank to reduce reliance on small carted volumes
- Improve pumping arrangement to the elevated storage tank to increase operational efficiency

Medium term (3–10 years)

- Construct a new 250 kL tank at a more accessible site, with standpipe and heavy vehicle access
- Replace or upgrade the solar pump, incorporating hybrid or grid-connected power
- Install a swipe card system to manage farm water use and cost recovery

Long term (10–20 years)

- Establish a secure bore and 250–500 kL storage system with backup generator or solar-battery hybrid
- Integrate Mogumber into the broader Shire network, filling a strategic coverage gap for firefighting and farm water supply
- Consider decommissioning the elevated tank if ongoing operational inefficiencies cannot be resolved

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7. Community and Stakeholder Engagement

- Consult local farmers on siting of new infrastructure and cost-sharing arrangements
- Work with the Mogumber fire unit and DFES to design fit-for-purpose firefighting facilities
- Consult with the local Progress Association and Community Groups
- Engage landholders near bore sites to formalise access and long-term control
- Provide updates through Shire newsletters and annual water forums

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8. Monitoring and Reporting

- Annual review of bore yield, salinity, and system performance
- Regular checks of pumping equipment and power reliability
- Five-year review of Mogumber plan within the Shire-wide strategic water strategy

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9. Funding Opportunities

- State: DWER Community Water Supply Program (for bore rehabilitation or new bore), Emergency Services Levy (firefighting storage and pumps)
- Federal: Future Drought Fund, National Water Grid Fund (regional resilience projects)
- Local: Shire capital works budget, cooperative contributions from local farming groups

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10. Conclusion

Mogumber's current reliance on truck carting is unsustainable and leaves the town highly vulnerable during emergencies. Restoring a permanent bore-fed system, supported by upgraded storage and reliable power supply, will improve resilience, reduce operational costs, and provide reliable coverage for firefighting and agriculture through to 2045.

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5.7 SWP – PIAWANING

Prepared for: Shire of Victoria Plains
Region: Piawaning, WA
Horizon: 2025–2045 (20-year outlook)

1. Executive Summary

Piawaning has a functioning Shire-owned water system that includes a new bore, storage tanks, and a reverse osmosis (RO) plant for desalination. The system provides both firefighting and emergency agricultural supply via a standpipe with heavy vehicle access.

While this infrastructure places Piawaning in a stronger position than many other towns, challenges remain around water quality, system reliability, and long-term resilience. This plan sets out a framework to secure and enhance Piawaning's strategic role, ensuring the infrastructure continues to support firefighting, agriculture, and community water needs through to 2045.

2. Objectives

- Provide reliable emergency water for firefighting and farm supply
- Secure long-term functionality of bore and RO plant to maintain water quality
- Improve operational resilience with backup power and system redundancy
- Ensure Piawaning remains a key node in the Shire-wide strategic water network

3. Current Water Sources and Use

- **Original bore and RO plant**: Located 200 m north of Waddington–Wongan Hills Road; capacity ~24 kL/day, current operational status unclear
- **New bore**: Located on Bindi Bindi–Toodyay Road with solar-powered pump
- **Two 250 kL storage tanks**: Located on the same reserve as the Piawaning Hall
- **Reverse osmosis plant**: Installed adjacent to new tanks for salinity management
- **Standpipes**: Overhead and dual camlock standpipes located on Waddington–Wongan Hills Road with heavy vehicle access and turnaround track
- **Town supply**: Drinking water is supplied by Water Corporation

4. Challenges and Risks

- Uncertainty over operational status of original bore and RO system
- Long-term performance of new bore and RO plant yet to be confirmed
- No backup power in place; reliance on solar leaves system vulnerable in prolonged low-sun or high-demand conditions
- Maintenance and operational costs of desalination require sustainable funding
- Agricultural demand may increase pressure on system during drought years

5. Future Water Needs to 2045

- **Population:** Piawaning is a small community with stable population outlook
- **Firefighting:** Current 500 kL combined storage is adequate, but minimum 50 kL should always be quarantined for firefighting
- **Agriculture:** Ongoing need for reliable emergency farm supply; usage expected to increase during dry years
- **Resilience:** Diversified power sources and system redundancy will be needed to ensure continuous operation

6. Strategic Actions

Short term (1–3 years)

- Confirm operational status of original bore and RO plant; decide on decommissioning or retention as backup

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- Establish routine monitoring of new bore yield and water quality
- Formalise firefighting water quarantine within storage tanks

Medium term (3–10 years)

- Upgrade RO plant capacity if water quality monitoring shows increased salinity
- Install backup power option (generator or hybrid solar-battery) for pumps and treatment plant
- Introduce smart metering and swipe card system to regulate agricultural supply and recover operating costs

Long term (10–20 years)

- Expand storage to 750 kL if agricultural demand increases
- Develop a second bore or alternative supply to provide redundancy in case of failure of the primary system
- Integrate Piawaning's system into broader Shire-wide water coverage planning

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7. Community and Stakeholder Engagement

- Work with Piawaning volunteer brigades to confirm firefighting access requirements
- Consult local farmers on pricing and access through swipe card system
- Consult with the local Progress Association and Community Groups
- Engage community on water quality expectations and communication of RO plant operation
- Provide updates through Shire newsletters and water forums

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8. Monitoring and Reporting

- Annual bore yield and salinity monitoring
- Annual inspection of tanks, standpipes, and RO plant
- Five-year review of Piawaning plan in line with Shire-wide strategic review

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9. Funding Opportunities

- State: DWER Community Water Supply Program (desalination and bore upgrades), Emergency Services Levy (firefighting capacity)
- Federal: Future Drought Fund, National Water Grid Fund (regional resilience projects)
- Local: Shire budget allocation, cost-sharing with local landholders for agricultural access

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10. Conclusion

Piawaning is relatively well-positioned with a bore, large storage tanks, and an RO plant, but resilience is limited by power dependency and uncertainty over the older infrastructure. By securing redundancy, expanding capacity as needed, and implementing modern monitoring and access systems, Piawaning can remain a cornerstone of the Shire's emergency water supply network through to 2045.

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Appendix 1 Implementation Action Plan

PURPOSE

This Proposed Action Plan provides a structured pathway for implementing the Strategic Water Supply Plan following formal adoption by Council.
It outlines completed works, projects currently underway, and future priorities to improve emergency and community water resilience across the Shire of Victoria Plains.
This Action Plan is intended as a guiding framework only and does not commit Council to specific projects or expenditure without further consideration, funding availability, and formal approvals.
The Action Plan will be reviewed two (2) months prior to reviewing the Strategic Community Plan to reflect completed works, emerging risks, funding opportunities and community needs. This will be undertaken in conjunction with other community needs as identified and updated in the Strategic Community Plan.

PROJECTS COMPLETED AFTER DEVELOPMENT OF STRATEGIC WATER PLAN (2025)

Funded by the DWER Community Water Supplies Grant Program

Piawaning – Desalination (RO) Plant Upgrades

- Improved water quality reliability and long-term supply capacity

Shire-Wide – Mobile Water Tank Design

- Provides deployable emergency storage for fire events and outages

Calingiri – Community Water Infrastructure Upgrades

- Strengthened Shire's primary emergency water hub

Calingiri – Parker Road Bore Redevelopment

- Improved reliability of agricultural, irrigation, and firefighting supply

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PROJECTS CURRENTLY UNDERWAY

Funded by the DWER Community Water Supplies Grant Program

Gillingarra

- Community Hall Water Supply Project
- Emergency Water Infrastructure Project
- Truck Fill Facility

These projects aim to restore essential water capability in an area identified as having significant infrastructure deficiencies.

PROPOSED PRIORITY ACTIONS FOLLOWING ADOPTION

The below short, medium and long term actions are all subject to funding availability and Council approval

Short Term (0–2 Years Post-Adoption)
Focus: Address critical risks and complete existing commitments.

Infrastructure Security

- Complete commissioning of Gillingarra projects
- Secure funding to work towards improving and upgrading the community water infrastructure within Mogumber
- Confirm legal access to bores on private land
- Undertake bore capacity testing
- Address non-operational systems

Emergency Preparedness

- Review firefighting water storage capacity across towns
- Expand swipe-card access systems where appropriate
- Update emergency water coverage mapping

Planning & Asset Management

- Establish a comprehensive water asset register
- Implement inspection and maintenance programs

Medium Term (2–6 Years)
Focus: Strengthening resilience and addressing coverage gaps.

- Investigate new community water infrastructure in identified gap areas:
  - Mogumber
  - New Norcia
  - Yerecoin
  - Old Plains
- Upgrade storage capacity to recommended standards
- Improve access for firefighting and water carting vehicles
- Investigate backup power solutions for critical infrastructure

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Long Term (6–20 Years)
Focus: Establish a coordinated Shire-wide emergency water network.

- Develop additional bores on Shire-owned land
- Expand storage capacity where demand increases
- Integrate infrastructure into a connected emergency water system
- Incorporate climate resilience measures

ONGOING ACTIONS

Governance

- Review Action Plan two (2) months prior to review of the Strategic Community Plan
- Update priorities based on risk, performance, and funding
- Provide updates to Council through briefing reports

FUNDING STRATEGY

Continue to pursue external funding opportunities to support implementation, including but not limited to:

- DWER Community Water Supplies Grant Program
- Emergency Services Levy
- Future Drought Fund
- National Water Grid Fund

Council contributions will be considered through the annual budget process where required.

INTENDED OUTCOME

Following adoption, the Strategic Water Supply Plan and this Implementation Action Plan will guide the development of a resilient emergency water network that:

- Supports firefighting capability
- Protects agricultural productivity
- Reduces drought vulnerability
- Strengthens community resilience
- Provides a sustainable resource whilst maintaining services to the Shire of Victoria Plains

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Appendix 2 Locations of Existing Infrastructure

Name	Easting	Northing	Elevation	Description	Longitude	Latitude
Water Tank	407991.78	6579757.9	160.514		116.03713	-30.91196
Kelly's Bore	408586.08	6580454.4	154.626		116.04341	-30.905722
Rod Williams Bore	406074.15	6565247.3	142.359		116.01572	-31.042722
Tank	409182.24	6565983.9	155.373		116.04835	-31.036321
Stand Pipe	409253.33	6566014	153.813		116.0491	-31.036055
Stand Pipe	409196.3	6565988.8	154.193		116.0485	-31.036278
Tank	409299.09	6565703.9	171.314		116.04955	-31.038856
Tank	408782.4	6566190.2	145.592	at hall	116.04418	-31.034429
Toilets	408766.67	6566212.4	145.245	at hall	116.04402	-31.034227
Goudge Rd Tank	441619.23	6558362.3	257.474		116.38779	-31.107147
Parker Road Bore	437966.51	6555726.2	241.198		116.34932	-31.130743
Goudge Rd Stand Pipe	442231.82	6558320.9	234.595		116.39421	-31.107551
Stand Pipe	441168.06	6587880.4	224.028	dn 63	116.38477	-30.84079
Stand Pipe	441177.53	6587880.4	224.807	dn 63	116.38486	-30.840791
Smart Control Box	441180.82	6587876.4	225.346		116.3849	-30.840827
Poly Tank	441179.28	6587867.7	225.902	tanks west - 3 ring	116.38488	-30.840905
Poly Tank	441187.44	6587872.5	226.042	tanks west - 14,000ltr	116.38497	-30.840862
Pioneer Steel Tank 1	441189.4	6587869.2	226.611	250,000ltr	116.38499	-30.840892
Pioneer Steel Tank 2	441185.07	6587860.7	226.047	250,000ltr	116.38494	-30.840969
Desal Plant	441203.95	6587861.6	225.582		116.38514	-30.840961
Tank	441215.42	6587857.6	227.822	4500ltr - appears to supply the kiosk - could be redundant	116.38526	-30.840998
Kiosk	441215.1	6587862.4	227.98		116.38526	-30.840955
Hall	441258.25	6587869.2	227.936		116.38571	-30.840895
Solar Bore	441338.52	6588645.3	237.043		116.38659	-30.833897
Sewerage Pond	441522.01	6579507.9	232.844	water level roughly 1m lower than this	116.38799	-30.916352
Steel Tank	447483.39	6560802.1	243.794	Approx. 250,000ltr	116.4494	-31.08541

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Name	Easting	Northing	Elevation	Description	Longitude	Latitude
Steel Tank	447486.04	6560802.8	243.777	Approx. 250,000ltr	116.44943	-31.085404
Pump Shed	447484.96	6560797.9	244.147	slab	116.44942	-31.085449
Concrete Tank	447493.89	6560796.7	244.801	appears to not be in use	116.44951	-31.08546
Standpipe	453257.73	6540311.7	205.198		116.50899	-31.270532
Standpipe	453257.32	6540308.8	205.311		116.50898	-31.270559
Standpipe	453253.95	6540278.5	207.076		116.50895	-31.270832
Tank	453516.08	6540308.3	219		116.5117	-31.270574
Standpipe	453846.5	6539594.2	233.44		116.51514	-31.277029
Steel Tank	453854.05	6539589.5	234.741	250,000ltr	116.51522	-31.277072
Bore	453335.59	6539010.6	202.016		116.50975	-31.282274

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Appendix 3 Images from Bolgart of existing infrastructure






6/8/2024 2:49 pm
E 453258 N 6540290
175° S
53 George St
Victoria Plains
Bolgart
Maps
S
E
M
N


6/8/2024 2:58 pm
E 453507 N 6540304
62° NE
Bolgart
Maps
N
E
S
W



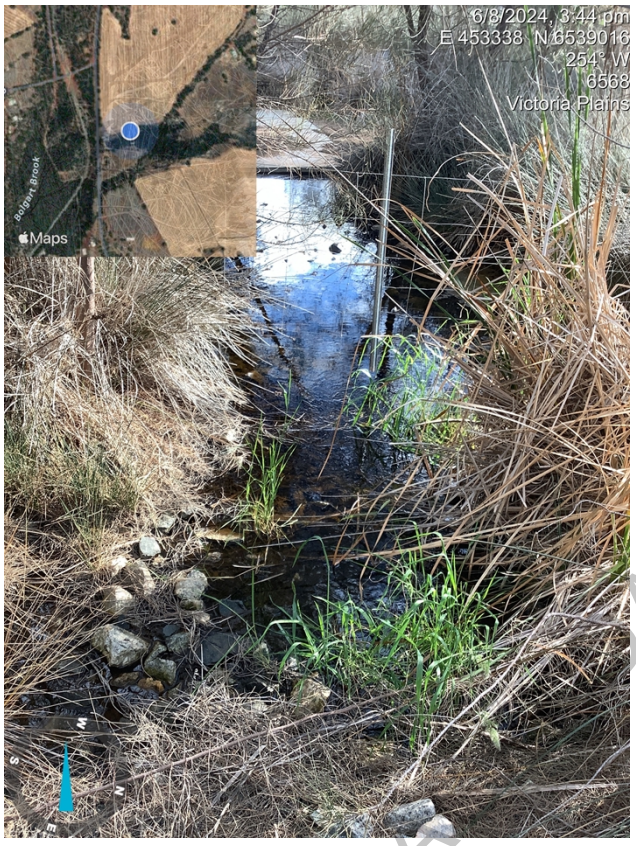


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AGENDA COUNCIL


6/8/2024, 3:44 pm
E 453338, N 6539016
254° W
6568
Victoria Plains
Bolgart Brook
Maps


6/8/2024, 3:45 pm
E 453336, N 6539009
68° E
6568
Victoria Plains
Bolgart Brook
Maps

PUBLIC COPY


Stand-pipe 2
Tank 2
Somers St
Emmanuel St
Smith St
Prince St
Albert St
Martin Pl
Nicholas St
Bolgart East Rd
Tank 1
Stand Pipe 1
Bull Rd
50
Bedford St
George St
Podd St
Phillips Rd
Forrest St
Scully St
Pond
© 2013 Google
© 2013 Whereis® Sensis Pty Ltd
Image © 2013 DigitalGlobe
Imagery Date: 3/30/2012 31°16'35.91" S 116°30'41.80" E elev 247 m eye alt 1.85 km
Google earth
2009

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Appendix 4 Images from Calingiri of existing infrastructure





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PUBLIC COMMENT





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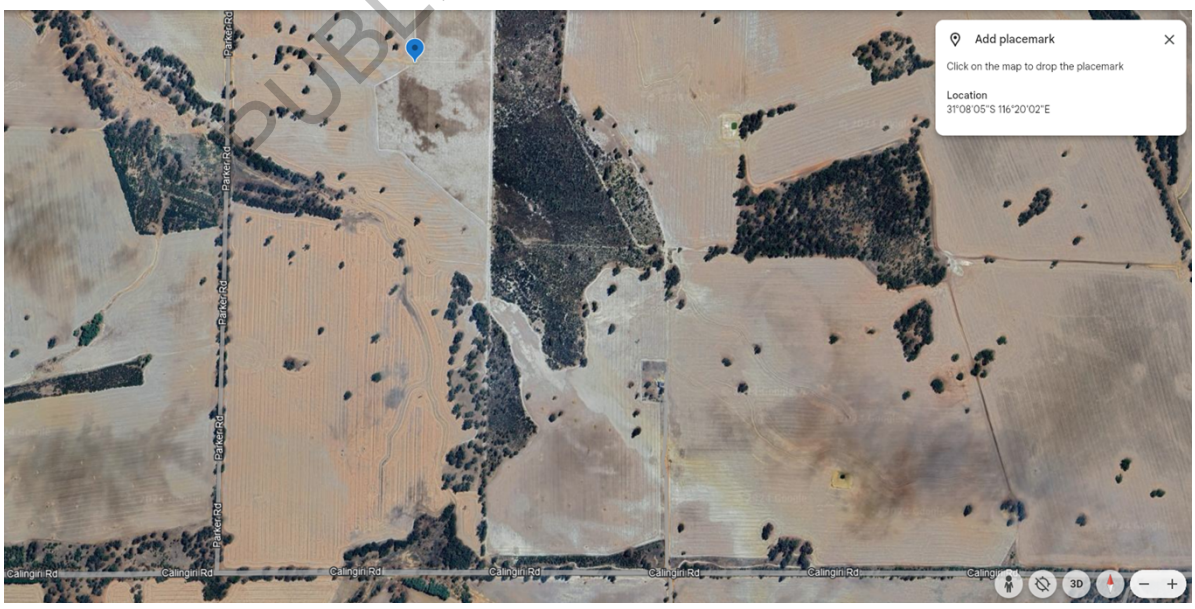

5/8/2024, 3:31 pm
E 442221 N 6558318
97° E
142–146 Goudge Rd
Victoria Plains
Maps


5/8/2024, 3:32 pm
E 442231 N 6558317
334° NW
142–146 Goudge Rd
Victoria Plains
Maps
THIS WATER IS NOT SUITABLE FOR DRINKING
POTABLE WATER SUITABLE FOR STOCK ONLY
BY ORDER: C.E.O. HARRY HAWKINS

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Appendix 5 Images from Calingiri Sports Field of existing infrastructure





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BEING MADE IDA





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Appendix 6 Images from Gillingarra of existing infrastructure





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5/8/2024, 12:52 pm
E 408579 N 6580446
34° NE
Maps


5/8/2024, 12:52 pm
E 408579 N 6580446
65° NE
Maps

PUBLIC COPY


5/8/2024, 12:58 pm
E 408579 N 6580445
27° NE
6510
Victoria Plains
Maps
N
E
S
W

OCM


Add placemark
Click on the map to drop the placemark
Location
30°54'17"S 116°01'52"E
Moore River North
Layers
Progress towards loading current satellite imagery
3D

Appendix 7 Images from Mogumber of existing infrastructure





OCM AGENDA


5/8/2024, 1:26 pm
E 406076 N 6565244
285° W
6506
Victoria Plains
Maps


5/8/2024, 1:44 pm
E 409202 N 6565992
249° W
Maps
NON POTABLE WATER
NOT FOR DRINKING





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PRELIMINARY





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Appendix 8 Images from Piawaning of existing infrastructure






6/8/2024, 12:02 pm
E 441323 N 6588646
109° E
9143–9177 Bindi Bindi-Toodyay Rd
Victoria Plains
BINDI BINDI-TOODYAY RD
Piawaning Nature Reserve
Maps


6/8/2024, 12:16 pm
E 441340 N 6588638
174° S
9143–9177 Bindi Bindi-Toodyay Rd
Victoria Plains
BINDI BINDI-TOODYAY RD
Piawaning Nature Reserve
Maps





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Appendix 9 Images from Yerecoin of existing infrastructure





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Implementation Action Plan (Supporting the Strategic Water Plan)

Purpose

This Proposed Action Plan provides a structured pathway for implementing the Strategic Water Supply Plan following formal adoption by Council.
It outlines completed works, projects currently underway, and future priorities to improve emergency and community water resilience across the Shire of Victoria Plains.
This Action Plan is intended as a guiding framework only and does not commit Council to specific projects or expenditure without further consideration, funding availability, and formal approvals.
The Action Plan will be reviewed two (2) months prior to reviewing the Strategic Community Plan to reflect completed works, emerging risks, funding opportunities and community needs. This will be undertaken in conjunction with other community needs as identified and updated in the Strategic Community Plan.

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Projects Completed After Development of Strategic Water Plan (2025)

Funded by the DWER Community Water Supplies Grant Program

Piawaning – Desalination (RO) Plant Upgrades

- Improved water quality reliability and long-term supply capacity

Shire-Wide – Mobile Water Tank Design

- Provides deployable emergency storage for fire events and outages

Calingiri – Community Water Infrastructure Upgrades

- Strengthened Shire's primary emergency water hub

Calingiri – Parker Road Bore Redevelopment

- Improved reliability of agricultural, irrigation, and firefighting supply

Projects Currently Underway

Funded by the DWER Community Water Supplies Grant Program

Gillingarra

- Community Hall Water Supply Project
- Emergency Water Infrastructure Project
- Truck Fill Facility

These projects aim to restore essential water capability in an area identified as having significant infrastructure deficiencies.

Proposed Priority Actions Following Adoption

The below short, medium and long term actions are all subject to funding availability and Council approval

Short Term (0–2 Years Post-Adoption)
Focus: Address critical risks and complete existing commitments.

Infrastructure Security

- Complete commissioning of Gillingarra projects
- Secure funding to work towards improving and upgrading the community water infrastructure within Mogumber
- Confirm legal access to bores on private land
- Undertake bore capacity testing
- Address non-operational systems

Emergency Preparedness

- Review firefighting water storage capacity across towns
- Expand swipe-card access systems where appropriate
- Update emergency water coverage mapping

Planning & Asset Management

- Establish a comprehensive water asset register
- Implement inspection and maintenance programs

Medium Term (2–6 Years)
Focus: Strengthening resilience and addressing coverage gaps.

- Investigate new community water infrastructure in identified gap areas:
  - Mogumber
  - New Norcia
  - Yerecoin

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    - Old Plains
- Upgrade storage capacity to recommended standards
- Improve access for firefighting and water carting vehicles
- Investigate backup power solutions for critical infrastructure

Long Term (6–20 Years)
Focus: Establish a coordinated Shire-wide emergency water network.

- Develop additional bores on Shire-owned land
- Expand storage capacity where demand increases
- Integrate infrastructure into a connected emergency water system
- Incorporate climate resilience measures

Ongoing Actions

Governance

- Review Action Plan two (2) months prior to review of the Strategic Community Plan
- Update priorities based on risk, performance, and funding
- Provide updates to Council through briefing reports

Funding Strategy

Continue to pursue external funding opportunities to support implementation, including but not limited to:

- DWER Community Water Supplies Grant Program
- Emergency Services Levy
- Future Drought Fund
- National Water Grid Fund

Council contributions will be considered through the annual budget process where required.

Intended Outcome

Following adoption, the Strategic Water Supply Plan and this Implementation Action Plan will guide the development of a resilient emergency water network that:

- Supports firefighting capability
- Protects agricultural productivity
- Reduces drought vulnerability
- Strengthens community resilience
- Provides a sustainable resource whilst maintaining services to the Shire of Victoria Plains

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9.13 EHOBS - Community Engagement Significant Matters 2026

File Reference	
Report Date	21 April 2026
Applicant/Proponent	CEO
Officer Disclosure of Interest	Nil
Previous Meeting Reference	OCM 25 February 20206 – (Resolution No. OCM260225-8)
Prepared by	Gordon Houston - EHOBS
Senior Officer	CEO
Authorised by	Mr Sean Fletcher, CEO
Attachments	Nil

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PURPOSE

The CEO is seeking Council's support for staff to be given more time to prepare additional advice for Council on the adjourned matter **Item 9.6 Draft Policy – Community Engagement: Significant Matters; February 2026 OCM** (Resolution No. OCM260225-8), for presentation of that advice to the May 2026 Briefing Session and OCM.

BACKGROUND

Item **9.6 Draft Policy – Community Engagement; Significant Matters** from the OCM of the 25 February 2026 was help over to the March meeting of 2026 for further clarification regarding Council and/or Community members to join the reference group.

The matter regarding the formation of the Major Development Community Reference Group (CRG) was adjourned at the February meeting, with staff required to bring the matter back to the March meeting with clarification regarding the membership and the role of the community members. Item 9.6 Draft Policy – Community Engagement; Significant Matters from the OCM of the 25 February 2026 was held over to the March meeting of 2026 for further clarification regarding Council and/or Community members to join the reference group.

Subsequent to the February meeting, the State released the *Community Benefits Guideline for Large-scale Renewable Energy Projects in the South West Interconnected System* which presented the principles for Community Benefit Arrangements and Community Benefit Plans.

The release of the Guideline and the Shire's involvement in the Renewable Energy Community Benefits Pilot ("the Pilot") has required a review of the role of the proposed reference group and its membership in the implementation of community benefits aligned with energy projects.

COMMENT

The Guideline presented the principles for Community Benefit Arrangements and Community Benefit Plans. To support communities directly impacted by renewable energy development in achieving the Guideline's objectives, PoweringWA are to engage an independent organisation to facilitate the delivery of a Community Benefits Plan Pilot and establish Community Benefits Advisory Groups.

To this end, leave is being sought to prepare an additional background document for consideration by Council, to address the Guidelines expectations in relation to community consultation, the preparation of a Community Benefits Plan and inclusion of the role of “Community Reference Panel” into the reference group’s operation.

CONSULTATION

CEO

Council Briefing Session February 2026

CEO OCM February 2026

STATUTORY CONTEXT

Local Government Act 1995

3.1 . General function

(1) The general function of a local government is to provide for the good government of persons in its district.

(1A) Without limiting subsection (1), the general function of a local government must be performed having regard to the following —

(a) the need —

(i) to promote the economic, social and environmental sustainability of the district; and

(ii) to plan for, and to plan for mitigating, risks associated with climate change; and

(iii) in making decisions, to consider potential long-term consequences and impacts on future generations;

(b) the need —

(i) to recognise the particular interests of Aboriginal people; and

(ii) to involve Aboriginal people in decision-making processes;

(c) the need to consider collaboration with other local governments.

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CORPORATE CONTEXT

Strategic Business Plan/Corporate Business Plan

STRATEGIC PRIORITIES	WE KNOW WE ARE SUCCEEDING WHEN
2. ECONOMY	
2.1 We understand traditional and emerging industries across the Shire	We forward plan for emerging industries
STRATEGIC PRIORITIES	**WE KNOW WE ARE SUCCEEDING WHEN**
4. CIVIC LEADERSHIP	
4.2 Shire communication is regular, clear and transparent	Residents and community groups believe they are being listened to and fairly treated
	Staff work closely with the community to successfully achieve projects or outcomes that deliver upon priorities

Delegation

Nil

Policy Implications

Nil

Other Corporate Document

Nil

Risk Analysis

Consequence	Consequence Rating:	Likelihood Rating:	Risk Rating	Risk Acceptance/ Controls	Mitigation and Outcome
Reputation Lack of a clear policy regarding formal engagement of proponents of significant matters with the Shire and its communities	Insignificant (1) Substantiated, low impact, low news profile	Unlikely (2) The event could occur at some time (10% chance) At least once in 10 years	Low (2)	Acceptable Risk acceptable with adequate controls, managed by routine procedures and subject to annual monitoring	• New communications policy for Matters of Strategic Significance adopted by Council • CRG formed and operational • Minutes of CRG meetings circulated and accessible.

FINANCIAL IMPLICATIONS

There are no known meaningful financial implications relative to this matter. Costs will be limited to officer time and minor administrative costs.

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VOTING REQUIREMENTS

Simple Majority

Officer Recommendation

That Council **SUPPORT** the request for staff be given leave to prepare additional advice for Council on the adjourned matter Item 9.6 Draft Policy – Community Engagement: Significant Matters; February 2026 OCM (Resolution No. OCM260225-8) and **PRESENT** the advice to the May 2026 Briefing Session and OCM.

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10 MEMBER MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

11 NEW BUSINESS OF AN URGENT NATURE REQUIRING DECISION

12 MEETING CLOSED TO PUBLIC

13 CLOSURE OF MEETING

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