

CITY OF ARMADALE

AGENDA

OF COMMUNITY SERVICES COMMITTEE TO BE HELD IN THE FUNCTION ROOM, ADMINISTRATION CENTRE, 7 ORCHARD AVENUE, ARMADALE ON TUESDAY, 4 APRIL 2023 AT 7:00PM.

A meal will be served at 6:15 p.m.

PRESENT:

APOLOGIES:

OBSERVERS:

IN ATTENDANCE:

PUBLIC:

“For details of Councillor Membership on this Committee, please refer to the City’s website – [www.armadale.wa.gov.au/your council/councillors](http://www.armadale.wa.gov.au/your_council/councillors).”

DISCLAIMER

The Disclaimer for protecting Councillors and staff from liability of information and advice given at Committee meetings to be read.

DECLARATION OF MEMBERS' INTERESTS

QUESTION TIME

Public Question Time is allocated for the asking of and responding to questions raised by members of the public.

Minimum time to be provided – 15 minutes (unless not required)

Policy and Management Practice EM 6 – Public Question Time has been adopted by Council to ensure the orderly conduct of Public Question time and a copy of this procedure can be found at <http://www.armadale.wa.gov.au/PolicyManual>

It is also available in the public gallery.

The public's cooperation in this regard will be appreciated.

DEPUTATION

CONFIRMATION OF MINUTES

RECOMMEND

Minutes of the Community Services Committee Meeting held on 7 March 2023 be confirmed.

ITEMS REFERRED FROM INFORMATION BULLETIN

Report on Outstanding Matters – Community Services Committee

Items referred from the Information Bulletin – Issue 4 – March 2023

If any of the items listed above require clarification or a report for a decision of Council, this item to be raised for discussion at this juncture.

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4 APRIL 2023

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***1.1 - LEASE AGREEMENT - ARMADALE SOCIETY OF ARTISTS INC. - PORTION
OF ARMADALE RECREATION CENTRE***

WARD : ALL

FILE No. : M/139/23

DATE : 13 March 2023

REF : NP

RESPONSIBLE : Executive Director
MANAGER : Community Services

In Brief:

- This report seeks Council endorsement to execute a lease agreement with the Armadale Society of Artists Inc. (ASA) to provide exclusive use of the former gymnasium, crèche and assessment room within the Armadale Recreation Centre, located at 4 Townley Street, Armadale.
- The term of the proposed lease agreement is five (5) years, with an option to extend for an additional five (5) year term.
- The Armadale Society of Artists have reviewed the current draft lease agreement and have given their approval to proceed with this agreement.

Tabled Items

Nil

Decision Type

- ☐ **Legislative** The decision relates to general local government legislative functions such as adopting/changing local laws, town planning schemes, rates exemptions, City policies and delegations etc.
- ☒ **Executive** The decision relates to the direction setting and oversight role of Council.
- ☐ **Quasi-judicial** The decision directly affects a person's rights or interests and requires Councillors at the time of making the decision to adhere to the principles of natural justice.

Officer Interest Declaration

Nil

Strategic Implications

- 1.1.3 Support the development and sustainability of a diverse range of community groups.
- 1.3.1 Ensure the equitable provision of Community Facilities throughout the City.

Legal Implications

Local Government Act 1995 Section 3.58 – Disposing of Property

Local Government (Functions and General) Regulations 1996, Regulation 30 – Dispositions of property to which section 3.58 of the Local Government Act does not apply i.e. exempt dispositions.

Council Policy/Local Law Implications

Council Policy – Lease & Licence

Budget/Financial Implications

Ongoing costs associated with the lease agreement referred to in this report are consistent with Council Policy – Lease & Licence.

The Armadale Society of Artists Inc. (ASA) will be responsible for some costs as outlined in the Maintenance Schedule which will decrease the City's expenses over the term of the lease.

This report recommends that a lease fee be set at the Standard Peppercorn rent rate in line with the City's Schedule of Fees and Charges. The Standard Peppercorn rate in the 2022/23 Schedule of Fees and charges is \$100 per annum (incl. GST)

Consultation

- Armadale Society of Artists
- Internal Departments:
 - Recreation Services
 - Governance
 - Property Services
 - Statutory Planning

BACKGROUND

ASA previously completed a Registration of Interest submission to be considered for a lease agreement at the Roleystone Hall in June 2021. In November 2021, ASA were unsuccessful with the Registration of Interest submission as Council endorsed the Roleystone Gymnastics Club as the preferred lessee (C35/11/21). This Council decision included a recommendation to continue to liaise with ASA and the other unsuccessful applicants regarding other possible accommodation opportunities.

On 19 April 2021, Council Policy – Lease & Licence was adopted by Council (C9/4/21). The Lease & Licence Policy sets the terms and conditions for lease and licence agreements throughout community facilities within the City to ensure decisions about the granting of leases, licences and subsidies are made transparently and in accordance with established criteria.

Following the adoption of the Lease & Licence Policy, a report was provided to Council on 14 March 2022 outlining the implementation plan for the lease and licence agreements to be negotiated and executed (C6/3/22). At this meeting, Council authorised the City to negotiate directly with the ASA to enter into a lease agreement for a portion of the Armadale Recreation Centre comprising of the gymnasium, crèche and assessment room (C6/3/22).

Following the Council endorsement in March 2022 (C6/3/22), a presentation to Councillors was provided by City Officers on 11 October 2022 to outline the implementation of the Lease & Licence Policy and the roll out of lease agreement negotiations ordered by priority group, with ASA being included in the first priority group for completion.

In October 2022, ASA advised the City of their requirement to relocate from their former premises at Dale Cottages prior to the end of 2022. To assist ASA in continuing their operational duties, a temporary occupancy arrangement was organised for ASA to hire the gymnasium and crèche rooms at the Armadale Recreation Centre until the finalisation of the lease agreement, with Council endorsing a waiver of the hire fees associated with this arrangement on 24 October 2022 (CEO3/10/22).

On 1 November 2022, discussions commenced between the City and ASA to negotiate the final terms of the lease agreement. During negotiations, ASA confirmed their approval to proceed with the current terms of the lease agreement which are in accordance with the Lease and Licence Policy.

DETAILS OF PROPOSAL

Occupancy Arrangement

The proposal is to enter into a lease agreement with ASA for a five year term, with the option to renew for an additional five year term, for the exclusive use of a portion of the Armadale Recreation Centre, comprising of the gymnasium, crèche and assessment room.

It is proposed that the lease agreement be executed under the following basic terms and conditions in accordance with the Lease and Licence Policy:

Occupier	Armadale Society of Artists Inc.
Leased	Portion of Armadale Recreation Centre located at 4 Townley Street, Armadale, comprising of the gymnasium, crèche and assessment room.
Term	Five (5) years with a 5 year renewal option.
Commencement	Upon signing by both parties, following Council endorsement.
Rent	Peppercorn Rent in line with the City's Fees and Charges. The current Peppercorn Rent rate in the 2022/23 Schedule of Fees and Charges is \$100 per annum (incl. GST).
Insurance	Lessee to be responsible for Public Liability Insurance to the value of \$20 Million.
Lessee responsibilities	<ul style="list-style-type: none"> • Cost of all claims resulting from the group's activities that fall within the City's excess on building insurance (currently \$5,000 per incident); • Insurance for any property or equipment owned by the occupier; • Insurance for community groups hiring spaces.
Outgoings	Lessee to be responsible for normal outgoings for occupied portion of the premises.
Maintenance	In accordance with the Maintenance Schedule outlining City and Occupant responsibilities.
Other	Occupier to be responsible for costs associated with preparing lease documentation.

ANALYSIS

Policy – Lease and Licence

In assessing Council's Lease & Licence Policy, the following applies:

- The City provides occupancy arrangements by either a Lease or a Licence Agreement.
- A Lease Agreement is defined in the Policy as exclusive use of whole or portion of a facility or land, at all times.
- Occupancy Arrangements provide for a standard term of five years with a five year renewal option.
- The submission received from ASA regarding eligibility for Standard Peppercorn rent has been reviewed against the relevant criteria within the Lease and Licence Policy and being a not-for-profit group, ASA meet the eligibility criteria for Standard Peppercorn annual rent charge.

During discussions with ASA regarding the proposed terms of the lease agreement, ASA provided their approval to proceed under the current terms with no requested amendments that would result in a deviation from the conditions outlined in the Lease & Licence Policy.

As such, the terms outlined in the proposed lease agreement are consistent with the Lease & Licence Policy previously adopted by Council (C9/4/21).

Temporary Hire Arrangement

Following ASA's requirement to relocate from their former premises prior to the end of 2022, ASA have been utilising the gymnasium and crèche rooms within the Armadale Recreation Centre under a temporary hire arrangement, pending the finalisation of the lease agreement.

During this temporary hire arrangement, ASA have reported a positive growth in memberships and have indicated their plans to expand on classes and workshops in the near future, should the proposed lease agreement be endorsed by Council.

With an increase in scheduled classes as well as an overall growth in memberships since operating under the temporary hire arrangement, ASA have shown evidence that they will use the exclusive use space to its full capacity.

OPTIONS

- Option 1:** Authorise the Chief Executive Officer and Mayor to sign and execute a lease agreement with the Armadale Society of Artists Inc. for a portion of the Armadale Recreation Centre of 4 Townley Street, Armadale, being the gymnasium, crèche and assessment room under the following basic terms and conditions:

Occupier	Armadale Society of Artists Inc.
Leased	Portion of Armadale Recreation Centre located at 4 Townley Street, Armadale, comprising of the gymnasium, crèche and assessment room.
Term	Five (5) years with a 5 year renewal option.
Commencement	Upon signing by both parties, following Council endorsement.
Rent	Peppercorn Rent in line with the City's Fees and Charges. The current Peppercorn Rent rate in the 2022/23 Schedule of Fees and Charges is \$100 per annum (incl. GST).
Insurance	Lessee to be responsible for Public Liability Insurance to the value of \$20 Million.
Lessee responsibilities	<ul style="list-style-type: none">• Cost of all claims resulting from the group's activities that fall within the City's excess on building insurance (currently \$5,000 per incident);• Insurance for any property or equipment owned by the occupier;• Insurance for community groups hiring spaces.
Outgoings	Lessee to be responsible for normal outgoings for occupied portion of the premises.
Maintenance	In accordance with the Maintenance Schedule outlining City and Occupant responsibilities.
Other	Occupier to be responsible for costs associated with preparing lease documentation.

Option 2: Do not authorise the Chief Executive Officer and Mayor to sign and execute a lease agreement with the Armadale Society of Artists Inc. for a portion of the Armadale Recreation Centre of 4 Townley Street, Armadale, being the gymnasium, crèche and assessment room.

Option 1 is the recommended option.

CONCLUSION

The terms of the proposed lease agreement are consistent with the Lease & Licence Policy and will provide security of tenure for ASA to operate out of the Armadale Recreation Centre for a five year term, with the option to renew for an additional five year term.

ASA provide a valuable service to the community and, with their classes and membership numbers growing since operating out of the Armadale Recreation Centre, ASA are in a sustainable position with the financial capacity to meet the ongoing costs associated with operating under the proposed lease agreement.

RECOMMEND

That Council authorise the Chief Executive Officer and Mayor to sign and execute a lease agreement with the Armadale Society of Artists Inc. for a portion of the Armadale Recreation Centre of 4 Townley Street, Armadale, being the gymnasium, crèche and assessment room under the following basic terms and conditions:

Occupier	Armadale Society of Artists Inc.
Leased	Portion of Armadale Recreation Centre located at 4 Townley Street, Armadale, comprising of the gymnasium, crèche and assessment room.
Term	Five (5) years with a 5 year renewal option.
Commencement	Upon signing by both parties, following Council endorsement.
Rent	Peppercorn Rent in line with the City's Fees and Charges. The current Peppercorn Rent rate in the 2022/23 Schedule of Fees and Charges is \$100 per annum (incl. GST).
Insurance	Lessee to be responsible for Public Liability Insurance to the value of \$20 Million.
Lessee responsibilities	<ul style="list-style-type: none"> • Cost of all claims resulting from the group's activities that fall within the City's excess on building insurance (currently \$5,000 per incident); • Insurance for any property or equipment owned by the occupier; • Insurance for community groups hiring spaces.
Outgoings	Lessee to be responsible for normal outgoings for occupied portion of the premises.
Maintenance	In accordance with the Maintenance Schedule outlining City and Occupant responsibilities.
Other	Occupier to be responsible for costs associated with preparing lease documentation.

ATTACHMENTS

1. [Lease Agreement - Armadale Society of Artists](#)
2. [Copy of Armadale Society of Artists' Peppercorn Rent Submission](#)
3. *ASA Treasurers Report - This matter is considered to be confidential under Section 5.23(2) (e iii) of the Local Government Act, as the matter, if disclosed, would reveal information about the business, professional, commercial or financial affairs of a person*

2.1 - PROPOSED CAT LOCAL LAW

WARD : ALL

FILE No. : M/138/23

DATE : 13 March 2023

REF : RP

RESPONSIBLE : Executive Director
MANAGER : Community Services

In Brief:

- A draft Cat Local Law has been prepared.
- The local law will encourage responsible cat ownership and an efficient regulatory scheme to deal with nuisance cats and cats in environmentally sensitive areas.
- Recommend that Council endorse a draft Cat Local Law and approve its advertising in accordance with the *Local Government Act 1995*.
- Further information was provided to Councillors via memo on 3 March 2023 following Council recommendation of 13 February 2023 that this item be recommitted to the April 2023 Community Services Committee pending further information.

Tabled Items

Draft Cat Local Law 2022

Decision Type

- ☒ **Legislative** The decision relates to general local government legislative functions such as adopting/changing local laws, town planning schemes, rates exemptions, City policies and delegations etc.
- ☐ **Executive** The decision relates to the direction setting and oversight role of Council.
- ☐ **Quasi-judicial** The decision directly affects a person's rights or interests and requires Councillors at the time of making the decision to adhere to the principles of natural justice.

Officer Interest Declaration

Nil

Strategic Implications

Nil

Legal Implications

- *Cat Act 2011*, s. 79 – local laws
- *Local Government Act 1995*, s. 3.12 – procedure for making local laws.

Council Policy/Local Law Implications

Nil

Budget/Financial Implications

Development, advertising and Gazettal of a new local law is covered by the City's Governance budget.

There is potential that, in the event the draft Cat Local Law is made, additional resources may be required by Ranger Services to adequately enforce the local law.

Consultation

1. City Governance (internal)
2. Environmental Services (internal)
3. Referencing of other cat local laws
4. Standing Orders and House Advisory Group (SOHAG) (internal)
5. Department of Local Government, Sport and Cultural Industries

BACKGROUND

The City had previously attempted to make a local law relating to cat control in 2015. Following public consultation and consideration of the issues raised in submissions from the public, Council resolved on 16 November 2015 to not adopt the local law, instead preferring to re-instate a prohibited cat area in the Churchman's Brook locality in the Environment, Animals and Nuisance Local Law.

Ultimately, Council resolved at a later date (23 January 2017) to not amend the Environment, Animals and Nuisance Local Law to include the prohibited cat area.

The prospect of revisiting a local law for cat control was raised by the Armadale Bushcare Environment Working Group in November 2020. Following this, the City's Ranger and Emergency Services department and the Governance department conducted research of contemporary local laws relating to cat control at other local governments, together with recent reviews conducted by the Joint Standing Committee for Delegated Legislation. This research has taken shape in the form of the draft local law that is presented.

Further information including respondent location details from the 2015 Schedule of Submissions and a Cat Owner Analysis was emailed to all Councillors on 3 March 2023, and is included as an attachment to this report, following Council recommendation of 13 February 2023 to recommit this item to the April 2023 Community Services Committee pending further information.

DETAILS OF PROPOSAL

A draft Cat Local Law for the City has been prepared.

The draft Local Law is framed around the principle of nuisance as an enforcement tool. That is, where there is a cat causing a nuisance, there is an enforcement mechanism to require the owner or custodian of the nuisance cat to take appropriate measures to abate the nuisance. The Joint Standing Committee for Delegated Legislation (JSC) has provided direction to

local governments that the common law definition of nuisance is to be used in any cat local law where nuisance is the primary enforcement mechanism:

“nuisance means —

- (a) an activity or condition which is harmful or annoying and which gives rise to legal liability in the tort of public or private nuisance at law;*
- (b) an unreasonable interference with the use and enjoyment of a person of his or her ownership or occupation of land;*
- (c) interference which causes material damage to land or other property on the land affected by the interference;”*

The draft Local Law also introduces cat prohibited areas. These cat prohibited areas are detailed in Schedule 3 of the draft local law and were included following consultation with the City’s Environmental Services department and SOHAG.

Officers also proposed in the draft Local Law presented to SOHAG that the City places a limit on the numbers of cats that may be ordinarily kept at a property (Attachment 3 – original version). This would require a person who wishes to keep three or more cats to obtain a permit from the City in accordance with the provisions of the draft Local Law. SOHAG strongly opposed the inclusion of a restriction on the number of cats or a permit system. These provisions have been removed from the draft in Attachment 2 – SOHAG version. Attachment 5 shows the original version with the sections removed in the SOHAG version highlighted in yellow.

The Cat Act 2011

Section 79(3) of the *Cat Act 2011* (Cat Act) allows a local government to make a local law for the control of cats that can deal with the following matters:

“3) Without limiting subsection (1), a local law may be made as to one or more of the following —

- (a) the registration of cats;*
- (b) removing and impounding cats;*
- (c) keeping, transferring and disposing of cats kept at cat management facilities;*
- (d) the humane destruction of cats;*
- (e) cats creating a nuisance;*
- (f) specifying places where cats are prohibited absolutely;*
- (g) requiring that in specified areas a portion of the premises on which a cat is kept must be enclosed in a manner capable of confining cats;*
- (h) limiting the number of cats that may be kept at premises, or premises of a particular type;*
- (i) the establishment, maintenance, licensing, regulation, construction, use, record keeping and inspection of cat management facilities;*
- (j) the regulation of approved cat breeders, including record keeping and inspection;*
- (k) fees and charges payable in respect of any matter under this Act.”*

The JSC has examined a number of cat local laws over the preceding 2-3 years and have identified a range of issues with those where local governments have sought to create their own definitions outside of the common law definition (e.g. nuisance), or prescribe matters that are not provided for in the Cat Act (such as confinement).

A number of local governments (specifically, the City of Fremantle, the City of Gosnells, the Shire of Denmark) have expressed concern that the Cat Act limits the ability of local governments to make a local law that will effectively address issues that pertain to local circumstances. It would appear that this is a view that has been partially driven by some local governments desire to implement cat confinement provisions.

Recent examples that have attracted media interest, such as the City of Fremantle's, have sought to introduce provisions that ban cats from wandering on all public places and local government property, including roads, verges, footpaths and car parks.

Based upon previous reviews conducted by the JSC, it is expected that cat local laws with these types of provisions will be disallowed (e.g. Town of Bassendean Cats Local Law 2021, City of Gosnells Cat Amendment Local Law 2022).

It is expected that, because the Cat Act is silent on the subject of cat containment, the JSC has formed the view that it is not appropriate for a local government to make a local law with such a provision, particularly against the backdrop of those matters for which a cat control local law **can** be made in accordance with s. 79(3) of the Cat Act.

ANALYSIS OF ISSUES

Current Arrangement

The City's *status quo* is that with no cat local law, the City has limited means to deal with cat control matters outside what is prescribed by the Cat Act and the *Cat (Uniform Local Provisions) Regulations 2013*. This is problematic for the City when dealing with resident complaints, particularly those concerning nuisance cats. It also means that the City cannot create cat prohibited areas, such as reserves and other areas rich in native fauna.

The following table shows the number of Customer Service Requests (CRM's) that have been received by the City's Ranger and Emergency Services department since the introduction of the Cat Act in 2013.

Category Type	Requests Received
Dead Cats	383
General Enquires	328
Found Cat	270
Keeping of Cats	879
Lost Cat	314
Cat Pickup	1922
Cat Trap Pick up/Drop off	470
Microchip follow up	86
Total: 4,652	

From the table above, aside from cat pickups (41%), the next most significant volume of CRM requests (19%) received relate to the keeping of cats, in particular issues relating to cat nuisance and excessive number of cats being kept on a property.

Numbers of Cats

One of the dominant issues raised in public submissions for the previous draft cat local law in 2015, and then raised by SOHAG from its review of the current draft local law, is the concept of placing a limitation on numbers of cats that may be kept.

The schedule of public submissions received during the 2015 consultation process (without personal information) is provided at Attachment 1 so that Council may understand the sentiment at the time in respect of the ‘for and against’ arguments for restricting cat numbers.

The concern articulated by SOHAG, and in the historical submissions, was that a limit on the numbers of cats that may be kept as proposed in the original draft Cat Local Law presented by Officers to SOHAG, would unfairly penalise responsible cat owners who own multiple cats and contain their cats within a cat run or inside a dwelling.

Officers had attempted to address this concern through recommending a permit system be included in the draft local law which would allow a degree of discretion in how a limitation on numbers of cats is applied.

Nevertheless, the overall tone of the historical submissions (those that opposed the local law) and SOHAG’s recommended changes to the draft local law, question the level of community support for a local law that contains a limit on numbers of cats that may be kept.

It must be noted that approval to breed cats would still be a requirement under Part 3, Division 4, Subdivision 2 of the Cat Act.

When considering any provisions about limiting numbers of cats to be kept without a permit, SOHAG expressed the view that the draft local law, without the provisions that relate to permits and limiting ownership numbers, was still able to be utilised as an enforcement tool as the primary enforcement mechanism is focused on nuisance and the restriction of cats in environmentally sensitive areas.

Notably, the Cat Act does not prescribe a default limit on the number of cats that may be kept on a property. However, advice received from the Department of Local Government, Sport and Cultural Industries is that “...*Imposing cat limits in local laws is strongly advisable, as these limits help to manage cat numbers in the district and may reduce the number of cats likely to become nuisances, stray or feral. However, it is ultimately up to individual councils to determine whether their cat local law will include a limit or not.*”

The absence of a limitation on numbers of cats would mean that enforcement options would be limited to proving nuisance was being created. Nuisance is more difficult to prove than a mandated limitation on the maximum number of cats and would be entirely reliant on the willingness of an aggrieved resident providing evidence in support of it.

Previous complaints investigated by Ranger Services and/or Health Services reveal that there is a strong correlation between excessive cat numbers and the prevalence of nuisance activities.

It is important to note that, in general, a restriction on the number of cats cannot be applied retrospectively. If an owner can prove that the cat was kept at the premises, or they were the owner of the cat, before the local law came in to effect, then they would have a defence to a charge for keeping more than the standard number of cats.

Cat Prohibited Areas

A prominent trend in the sector with newer cat local laws is the inclusion of cat prohibited areas. The draft cat local law contains, in Schedule 3, a list of reserves that are proposed to be cat prohibited areas.

The reserves listed are all under the care and control of the City, either by a vesting Order from the Crown or owned outright by the City. The areas chosen, in consultation with the City's Environmental Services team, are those that are considered to be of significance from a biodiversity perspective.

A balanced approach was taken when selecting areas where cats are to be prohibited to ensure that enforcement remains workable whilst also acting as a potential deterrent to domestic cats being permitted to roam in these areas. Nevertheless, enforcement on public land introduces new risks not previously experienced by Ranger Services, including the potential for;

- community negativity towards the City when trapping cats,
- inadvertent trapping of non-target species, particularly wildlife,
- traps, cameras and other associated equipment being damaged or stolen.

COMMENT

The industry appears to be moving towards more modern cat local laws based around nuisance. The JSC has done a lot of work in this space and as noted previously in this report, there are a number of local governments that made cat local laws with unsuitable nuisance provisions, and were disallowed by the JSC.

The JSC's instructions to local governments have been consistent and clear. The common law nuisance definition is the only definition that is to be used. The same applies for local governments that attempt to make a cat local law based on confinement of cats to the owner's property.

Similarly, newer cat local laws around the sector contain restrictions on the numbers of cats that can be kept, whilst older ones do not. It is a similar situation for cat prohibited areas. The following table shows a range of metropolitan local governments that possess cat local laws and the varied provisions within them:

Local Government	Year	Prohibited Areas	Nuisance	Maximum Numbers
Bassendean	2021	Yes	Yes	Yes (2)
Bayswater (Proposed)	2022	Yes	Yes	Yes (up to 6 depending on dwelling type)
Belmont – Consolidated Local Law	2020	No	Yes	Yes (2)
Cambridge – Animals	2016	No	No	Yes (3)

Local Government	Year	Prohibited Areas	Nuisance	Maximum Numbers
Local Law				
Canning	2021	Yes	Yes	Yes (2)
Fremantle	2020	Yes	No	Yes (3)
Gosnells*	2014	Yes	No	No
Joondalup – Animals Local Law	1999	No	No	Yes (3)
Kalamunda – Keeping & Control of Animals & Nuisance Local Law	2011	No	Yes	Yes (3)
Kwinana	2022	No	Yes	Yes (2)
Mundaring	2005	Yes (however none prescribed)	No	Yes (2) however only 1 allowed in a Fauna Protection Buffer Zone
Mandurah	2019	Yes	Yes	Yes (2)
Rockingham	2018	No	Yes	Yes (2)
Stirling	1999	Yes	No	Yes (2) however only 1 allowed in a Fauna Protection Buffer Zone
Swan – Consolidated Local Laws	2005	Yes	No	Yes (2)
Wanneroo	2016	No	Yes	Yes (3)

* There is a prevailing local law in place.

The *City of Gosnells Cat Amendment Local Law 2022* sought to strengthen the current local law by prohibiting cats from being in a public place unless under effective control, making it an offence for a cat to be on private property without the consent of the owner and limiting the number of cats a person may keep to two.

However, in July 2022, Council voted to discontinue with the amendment local law after feedback from the DLGSC indicated that it would be almost certainly be disallowed by the JSC.

The City of Gosnells is currently redrafting the local law based upon extensive community consultation and the advice from the DLGSC in the hope that a revised local law will be accepted.

Whilst the Shire of Serpentine Jarrahdale presently doesn't have a cat local law, discussions with Officers indicate that they are finalising a draft local law for consideration by Council.

Cat Act – DLGSC Review

In May 2019 the DLGSC completed a statutory review into the operation of the Cat Act and the *Dog Amendment Act 2013*, which was tabled in Parliament by the Minister for Local Government on 27 November 2019. In respect of the Cat Act, the DLGSC findings were, verbatim:

1. Registration of cats is strongly supported. The current three options for periods of registration should remain.
2. Registration periods for cats and dogs should be the same.
3. A central registration database for cats should be explored.
4. Feedback indicated that the wearing of collars and tags achieves the purpose of enabling a cat to be identified by rangers — including making it obvious that it is a domestic cat that has an owner.
5. There is strong support for this to continue with no change.
6. Strong support from the public, local governments and industry exists for the practice of microchipping cats to continue.
7. Improvements could be made to the way microchip details are stored — this could be in either a national or State-based database.
8. Feedback indicated that education on the current requirements of microchipping, focusing on obligations of owners/breeders/rescues when a cat is transferred to a new owner and the need to keep information up-to-date, is necessary to achieve the desired outcomes of reuniting pets with their owners and the obligations of being a responsible cat owner.
9. There is strong support for cat numbers and confinement/curfews of cats to be implemented State-wide (in legislation) rather than through individual local laws — to provide consistency among local governments.
10. As a means of controlling cat numbers, there were multiple requests in the feedback received for the Cat Act to be brought into alignment with the Dog Act by placing greater restrictions on cat owners in relation to the number of cats that people can own.
11. The provisions in the Cat Act for cats to be sterilised should remain.
12. Feedback indicated that the age of cat sterilisation should be lowered, although further expert consultation on this will be needed.

The full review report is attached. Whilst no timeframe has been provided by the DLGSC in respect of amending the Cat Act, Officer opinion is that once the DLGSC has dealt with the Minister's reforms to the *Local Government Act 1995* and associated legislation, the DLGSC is likely to turn its focus toward other legislation it administers.

This could become a priority focus area for the DLGSC on the back of a number of contentious and problematic local government cat local laws made in the past 1-2 years that have been disallowed in part (or in the case of the Shire of Manjimup, in full) by the JSC for reasons that have been well documented and subject of repeated instruction from the JSC in the past. The DLGSC provides greater scrutiny to draft cat local laws than other local laws for this very reason.

In the event the Cat Act is amended to account for the findings of the aforementioned review report, and the City has already made a cat local law that subsequently becomes inconsistent with the Cat Act because of the amendments, a mechanism exists in the *Local Government Act 1995* to correct local laws [Act, s. 3.17].

Such a circumstance would likely effect most if not all local government cat local laws, leading to the DLGSC (via the Governor's powers under s. 3.17) to make a uniform local law to amend those local laws, much in the same manner as the DLGSC did in 2020 for parking local laws when the *Fines, Penalties and Infringement Notices Enforcement Amendment Act 2020* was proclaimed.

The City would not need to go through the local law amendment, advertising and gazettal process prescribed by the *Local Government Act 1995* as it will be a function undertaken by the DLGSC pursuant to s. 3.17. However, the upshot of such an action, if it transpires, is that it is likely the City will have little control over the changes to the content of its local law.

OPTIONS

There are a number of options available to Council.

Option 1 is to not proceed with the draft local law, and the City's current enforcement mechanism for dealing with cat control remains the status quo.

Option 2 is to adopt the draft Local Law preferred by SOHAG which excludes the provisions relating to the maximum number of cats that can be kept, by removing Part 4, Schedule 1 and the associated provisions from the local law.

Option 3 is to adopt the original draft local law as prepared by Officers, which contains provisions in respect of limiting the numbers of cats that may be kept, and requiring a cat owner to obtain a permit to keep more than the prescribed number of cats.

Consultation Process

Given the City's experience with its previous attempt to produce a cat local law, it is accepted that any new proposed cat local law will be contentious, regardless of whether Council opts to proceed with Option 2 or Option 3.

For this reason, it is proposed to utilise an enhanced approach for the public consultation phase of this proposed local law. Whilst the statutory requirements set out below are not for negotiation, the City can provide a longer public notice period (e.g. 8 weeks instead of the minimum of 6). In addition to the required methods of advertising by local public notice and local newspaper, it is further proposed to utilise the Engage Armadale portal that can be accessed by a QR code (published in the local newspaper or in another printed form) so that a person can use their smartphone and be taken directly to Engage Armadale to provide their feedback on the proposed local law.

The City's Communications team will work closely with Officers to identify additional areas for community engagement. These initiatives will make it a lot easier for the community to engage with the City in respect of the proposed local law, and potentially mean that the City can obtain a greater number of responses that will better demonstrate the broad cross section of views within the community.

If Option 2 or Option 3 is chosen, the City must carefully comply with s. 3.12 of the *Local Government Act 1995* in order to make the local law. Whilst the Act provides that a failure to follow the procedure does not immediately invalidate a local law, there must be substantial compliance [Act, s. 3.12(2A)].

Once Council has resolved to give local public notice (not less than 6 weeks for submissions), it must also provide a copy of the proposed local law to the Minister, as well as to any person requesting it [Act, s. 3.12(3)]. This process allows the DLGSC to provide feedback to the City, and any requested amendments can be incorporated into the local law. This process will also allow the DLGSC to check the draft local law for compliance with JSC instructions.

After the last day for submissions, Council is to consider any submissions, and may make the local law as proposed, provided it is not significantly different from what was proposed [Act, s. 3.12(4)]. This means if the DLGSC has requested any simple grammatical amendments or the like, this would not be substantially different. Council could also make substantial amendments following consideration of any submissions. In the event there are any substantial amendments, the process must be commenced again [Act, s. 3.13].

After submissions, Council must resolve by absolute majority to make the local law [Act, s. 3.12(4)]. Once made, the City will be required to publish the local law in the *Gazette* and give a copy of it to the Minister. Local public notice is again required [Act, s. 3.12(5), (6)].

The City will provide the local law and relevant explanatory memorandum, with supporting documents to the JSC. At this stage the JSC could request amendments, an undertaking by the City or disallow the local law should it not be supported or the City has not followed the prescribed process for making a local law.

If the local law is endorsed by Council for public notice and provision to the Minister, it is possible the local law could come into effect by the end of the second quarter of 2023.

CONCLUSION

A Cat Local Law will provide the City with sensible control measures relating to the keeping of cats beyond those that are specified in the Cat Act.

It will promote and encourage responsible cat ownership, provides a framework for the control of nuisance cats and cat management facilities, and prescribes environmentally sensitive areas in which cats are prohibited.

It is not recommended that Option 1, i.e. the 'status quo' is chosen, as it will not provide any semblance of a cat control mechanism outside that provided for by the Cat Act, and hence deprive the City of an enforcement mechanism for dealing with an issue that is in greater demand as time passes.

RECOMMEND

That Council:

- 1. Endorses Option _____ as its preferred model of a proposed cat local law;**
- 2. In accordance with section 3.12(3)(a) of the *Local Government Act 1995*, give local public notice of the proposed draft cat local law with the purpose and effect of the proposed local law to be summarised in the notice;**
- 3. Note that any public and Ministerial responses will be reported to Council for consideration prior to making of the local law and publication in the *Government Gazette*; and**
- 4. Authorise the CEO to undertake necessary administrative actions in order to give effect to (1) above.**

ATTACHMENTS

1. [↓](#) Schedule of Submissions - Proposed Cat Local Law (2015 Proposal)
2. [↓](#) Draft City of Armadale Cat Local Law 2022 - SOHAG Version
3. [↓](#) Draft City of Armadale Cat Local Law 2022 - Original as Presented
4. [↓](#) DLGSC - Statutory Review of the Cat Act and Dog Act (May 2019)
5. [↓](#) DRAFT City of Armadale Cat Local Law 2022 - Original as Presented Showing Sections Removed in SOHAG Version
6. [↓](#) Memo to Councillors - Councillor Information - Cat Local Law

COUNCILLORS' ITEMS

Nil

EXECUTIVE DIRECTOR COMMUNITY SERVICES REPORT

Nil

MEETING DECLARED CLOSED AT _____

<p style="text-align: center;">COMMUNITY SERVICES COMMITTEE</p> <p style="text-align: center;">SUMMARY OF ATTACHMENTS</p> <p style="text-align: center;">4 APRIL 2023</p>		
ATT NO.	SUBJECT	PAGE
1.1 LEASE AGREEMENT - ARMADALE SOCIETY OF ARTISTS INC. - PORTION OF ARMADALE RECREATION CENTRE		
1.1.1	Lease Agreement - Armadale Society of Artists	23
1.1.2	Copy of Armadale Society of Artists' Peppercorn Rent Submission	61
2.1 PROPOSED CAT LOCAL LAW		
2.1.1	Schedule of Submissions - Proposed Cat Local Law (2015 Proposal)	79
2.1.2	Draft City of Armadale Cat Local Law 2022 - SOHAG Version	101
2.1.3	Draft City of Armadale Cat Local Law 2022 - Original as Presented	110
2.1.4	DLGSC - Statutory Review of the Cat Act and Dog Act (May 2019)	125
2.1.5	DRAFT City of Armadale Cat Local Law 2022 - Original as Presented Showing Sections Removed in SOHAG Version	153
2.1.6	Memo to Councillors - Councillor Information - Cat Local Law	168

Lease for Portion of Armadale Recreation Centre, 4 Townley Street, Armadale

City of Armadale

Armadale Society of Artists



McLEODS

Barristers & Solicitors

Stirling Law Chambers | 220-222 Stirling Highway
CLAREMONT WA 6010

Tel: (08) 9383 3133 | Fax: (08) 9383 4935

Email: mcleods@mcleods.com.au

Ref: TF:ARM 48.5
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Details

Parties

City of Armadale

of Locked Bag 2, Armadale, Western Australia 6992
(**Lessor**)

Armadale Society of Artists

Registration Number: 72-089-492-458
of PO Box 415, Armadale 6992
(**Lessee**)

Background

- A The Lessor is registered as the proprietor of the Land.
- B The Lessor has agreed to lease, and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

Agreed terms

1. Definitions

Unless otherwise required by the context or subject matter the following words have these meanings in this Lease:

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

Basic Consideration means all consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Lessor under this Lease (other than tax payable pursuant to this clause);

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

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

CPI Review means the rent review process described in **clause 5.3**;

Commencement Date means the date of commencement of the Term specified in **Item 5** of the Schedule;

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

Emergency means a serious, unexpected situation requiring immediate action;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat or anything described as an encumbrance on the Certificate of Title for the Land;

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

Fees & Charges Review means the rent review process described in **clause 5.4**;

Fair Wear and Tear means the normal deterioration of property from ordinary, everyday use;

Further Term means the further term(s) specified in **Item 4** of the Schedule;

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

GST has the meaning that it bears in the GST Act;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation substituted for, replacing or amending that Act;

GST Adjustment Rate means the amount of any increase in the rate of tax imposed by the GST Law;

GST Law has the meaning that it bears in section 195-1 of the GST Act;

GST Rate means 10%, or such other figure equal to the rate of tax imposed by the GST Law;

Input Tax Credit has the meaning that it bears in section 195-1 of the GST Act.

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

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

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

Lessee’s Agents includes:

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

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

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

Lessor's Fixtures and Fittings means all fixtures, fittings and equipment installed in or provided to the Premises by the Lessor at the Commencement Date or at any time during the Term, and includes without limitation the items (if any) listed in **Annexure 4**;

Maintenance Schedule means the maintenance and repair schedule annexed to this Lease as **Annexure 3**;

Minister for Lands means the Minister for Lands in her or his capacity as the body corporate continued under section 7 of the *Land Administration Act 1997*;

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

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

Permitted Purpose means the purpose set out in **Item 8** of the Schedule;

Premises means the area of the Land to be leased to the Lessee as more particularly described at **Item 2** of the Schedule;

Rent means the rent specified in **Item 6** of the Schedule as varied from time to time under this Lease;

Rent Review Date means a date identified in **Item 7** of the Schedule;

Schedule means the Schedule to this Lease;

Tax Invoice has the meaning which it bears in section 195-1 of the GST Act;

Taxable Supply has the meaning which it bears in section 195-1 of the GST Act.

Term means the term of years specified in **Item 3** of the Schedule; and

Termination means the date of:

- (a) expiry of the Term or any Further Term by effluxion of time;
- (b) sooner determination of the Term or any Further Term; or
- (c) determination of any period of holding over.

2. Grant of lease

- (1) The Lessor leases to the Lessee the Premises for the Term subject to:
 - (a) all Encumbrances;
 - (b) the payment of the Amounts Payable; and

- (c) the performance and observance of the Lessee's Covenants.

3. Quiet enjoyment

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

4. Rent and other payments

4.1 Rent

The Lessee covenants with the Lessor to pay to the Lessor the Rent in the manner set out at **Item 6** of the Schedule on and from the Commencement Date clear of any deductions.

4.2 Outgoings

- (1) The Lessee covenants with the Lessor to pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
- (a) local government rates, services and other charges, including but not limited to rubbish collection charges and the emergency services levy;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring or telephone connection AND where possible the Lessee shall ensure that any accounts for all charges and outgoings in respect of telephone, electricity, gas and other power and light charges are taken out and issued in the name of the Lessee; and
 - (d) security charges or call out charges which, in the Lessor's reasonable opinion, relate to an act or omission by the Lessee, the Lessee's Agents or the Lessee's use of the Premises; and
 - (e) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed, the Lessor will determine (acting reasonably) a proportionate amount payable by the Lessee in respect of the Premises and the Lessee must pay to the Lessor that amount within 14 days of receipt of a tax invoice from the Lessor.

4.3 Costs

- (1) The Lessee covenants with the Lessor to pay to the Lessor on demand:
- (a) all duty, fines and penalties payable under the *Duties Act 2008* (WA) and other statutory duties or taxes payable on or in connection with this Lease;

- (b) all registration fees in connection with this Lease; and
 - (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (2) The Lessee covenants with the Lessor to pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
- (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents
 - (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (d) any work done at the Lessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 4.3** or any matter arising out of this Lease.

4.4 Payment of Money

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

4.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

5. Rent review

5.1 Rent to be Reviewed

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

5.2 Methods of Review

The basis for each rent review is as identified for each Rent Review Date in **Item 7** of the Schedule.

5.3 CPI Review

- (1) A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date.
- (2) If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period.

- (3) Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the Parties shall endeavour to agree upon the substitution of the CPI with an equivalent index.

5.4 Fees & Charges Review

A rent review based on a Fees & Charges Review, the Rent payable by reference to the Lessor's Fees & Charges Schedule, as adopted annually by the Lessor pursuant to the *Local Government Act 1995*. The Lease will be assessed at the 'Peppercorn rent' rate.

6. Insurance

6.1 Public Liability Insurance

The Lessee must effect and maintain with insurers approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interests in the Premises) for the time being, adequate public liability insurance for a sum not less than the sum set out at **Item 9** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require.

6.2 Volunteer insurance and workers compensation insurance

- (1) The Lessee must effect and maintain a policy of employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or from the Premises.
- (2) The Lessee must effect and maintain a policy of personal accident insurance including insurance in respect of all volunteers of the Lessee employed in, about or from the Premises.

6.3 Contents Insurance

Where the Lessor so requires, the Lessee must effect and maintain contents insurance to cover the Lessee's fixtures, fittings, equipment, plate glass doors, and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary.

6.4 Building Insurance to be effected by Lessor

- (1) The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.
- (2) In respect of the insurance referred to in paragraph (1) above, the Lessee will be responsible for any insurance excess and similar cost which is imposed upon the Lessor by its insurer as a result of, or in any way related to the Lessee's use or occupation of the Premises.

6.5 Details and receipts

In respect of the insurances required by **clauses 6.1, 6.2 and 6.3** the Lessee must:

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

6.6 Payment of excess on insurance

The Lessee agrees with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clauses 6.1, 6.2 and 6.3**.

6.7 Not to invalidate

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

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

6.8 Report

The Lessee must report to the Lessor promptly in writing and in an emergency verbally:

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

6.9 Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clauses 6.1, 6.2 and 6.3**.

6.10 Lessee's equipment and possessions

The Lessee acknowledges it is responsible to obtain all relevant insurances to cover any damage and/or theft to its property. The Lessee does not take any responsibility for the loss or damage of the Lessee's property.

7. Indemnity

7.1 Lessee responsibilities

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

7.2 Indemnity

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

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

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

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

7.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 7.2** will be reduced by the extent of such payment; and

- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

7.4 No indemnity for Lessor's negligence

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

7.5 Release

- (1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
- (b) releases to the full extent permitted by law, the Lessor from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by the Lessee;
 - (ii) loss of or damage to the Premises or personal property of the Lessee; and
 - (iii) any loss (including loss of profit) in anyway related to unavailability, breakdown, failure or defective operation of a mechanical service or any other service or in any way related to the repair and maintenance of the Premises or the Lessor's Fixtures and Fittings;
 - (iv) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Environmental Contamination or pollution in, on or under the Premises or surrounding area

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

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

7.6 Limit of Lessor's liability

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

8. Maintenance, repair and cleaning

8.1 Generally

- (1) Subject to **clauses 8.2 and 8.3**, the Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) clean and in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:
 - (a) to carry out repairs or replacement that are necessary as a result of Fair Wear and Tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents; and
 - (b) in respect of any structural repair EXCEPT when such repair is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents.
- (2) For the avoidance of doubt, the Lessee is responsible for minor internal repairs to the Premises. For example, repair and replacement of door handles, door locks, light fittings, globe replacement, internal glass breakages and internal painting.
- (3) Notwithstanding any other provision of this Lease, the Lessee will be responsible for any repair or replacement which is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents.

8.2 Maintenance Schedule

- (1) Notwithstanding any other provision of this Lease, the Lessee covenants and agrees to comply with and be responsible for those items listed as the responsibility of the Lessee/occupant in the Maintenance Schedule.
- (2) The Lessee and the Lessor agree that the provisions of the Maintenance Schedule, and responsibilities listed in the Maintenance Schedule, will prevail over any contrary provision in this Lease.

8.3 Acknowledgement

The Lessee acknowledges and agrees that the Lessor may have limited, or no, funds set aside within its budget for structural maintenance of the Premises, and as a consequence the Lessor will not be able to rectify any major maintenance or structural defect or problem unless it has sufficient monies set aside in its budget for such purpose and/or the Lessor's Council has approved such expenditure.

8.4 Cleaning

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

8.5 Repair

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

8.6 Responsibility for Securing the Premises

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

8.7 Lessor's Fixtures and Fittings

- (1) The Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.
- (2) The Lessor's Fixtures and Fittings must be present and accounted for at the termination of each twelve-month period of the Term.
- (3) The Lessee is not required to or responsible for replacing any item of the Lessor's Fixtures or Fittings.
- (4) The Lessee is responsible for replacing any specialist equipment items required for the Permitted Purpose.

8.8 Pest control

- (1) The Lessor will undertake at its cost regular pest control inspections.
- (2) The Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

8.9 Painting

- (1) The Lessee must on or before each repainting date as stated in **Item 10** of the Schedule paint with at least 2 coats of paint those parts of the Premises usually painted internally.
- (2) All painting carried out on the Premises must be carried out by a registered painting contractor and the registered painting contractor or other person engaged by the Lessee to paint the Premises must:
 - (a) do so in a proper manner using good quality materials;
 - (b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;
 - (c) comply with all reasonable directions given or requests made by the Lessor; and
 - (d) be finished in a proper and workmanlike manner.

8.10 Comply with all reasonable conditions

The Lessee must comply with all reasonable conditions that may be imposed by the Lessor from time to time in relation to the Lessee's maintenance of the Premises (and any structures or buildings constructed on the Premises).

8.11 Drains

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

8.12 Acknowledgement of state of repair of Premises

- (1) The Lessee accepts the Premises and the Land in its present condition relying upon its own enquiries and investigations.
- (2) The Lessor does not expressly or impliedly warrant that the Premises are now or will remain suitable or adequate for all or any of the purposes of the Lessee or for the business which the Lessee is authorised to conduct thereon and to the extent permitted by law, all warranties (if any) as to suitability and adequacy of the Premises implied by law are hereby expressly negated.

9. Alterations

9.1 Restriction

- (1) The Lessee must not without prior written consent:
 - (a)
 - (i) from the Lessor;
 - (ii) from any other person from whom consent is required under this Lease;
 - (iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a local planning scheme of the Lessee;
 - (b) install any new signage;
 - (c) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises;
 - (d) remove alter or add to any fixtures, fittings or facilities in or on the Premises; or
 - (e) subject to the performance of the Lessee's obligations in **clause 8**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

9.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 9.1** the Lessor may:
- (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent;
 - (ii) require that work be carried out in accordance with the Building Code of Australia; and
 - (iii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
 - (b) if the Lessor consents to any matter referred to in **clause 9.1**:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consent, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions and must strictly comply with such consents or approvals.

9.3 Cost of Works

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

9.4 Conditions

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

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

10. Use

10.1 Restrictions on use

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

- (a) (i) use the Premises or any part of it for any purpose other than the Permitted Purpose; or
- (ii) use the Premises for any purpose which is not permitted under any local planning scheme or any law relating to health;

- (b) do or carry out on the Premises any harmful, offensive or illegal act, matter or thing;
- (c) do or carry out on the Premises anything which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties;
- (d) store any dangerous or illegal compound or substance on or in the Premises;
- (e) do any act or thing which might result in excessive stress or harm to any part of the Premises;
- (f) display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor;
- (g) to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor; or
- (h) use the Premises as the residence or sleeping place of any person or for auction sales.

10.2 No Warranty

The Lessor gives no warranty:

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

10.3 Premises Subject to Restriction

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

10.4 Indemnity for Costs

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

11. Lessor's right of entry

11.1 Entry on Reasonable Notice

- (1) The Lessee must permit entry by the Lessor onto the Premises without notice in the case of an Emergency, and otherwise upon reasonable notice:
 - (a)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;
 - (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;

- (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this clause is without prejudice to the Lessor's other rights, remedies or powers under this Lease.
- (2) The Lessor must make good any damage caused to the Premises or the Lessor's property as a result of the Lessor exercising the Lessor's power to enter the Premises in the case of an Emergency.

11.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to in **clause 11.1(1)(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

12. Statutory obligations and notices

12.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes, local laws, mandates and directives from time to time in force relating to the Premises, including without limitation all relevant laws, mandates and directives relating to occupational health and safety and the health and safety of all persons entering upon the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 10**;
- (c) comply with all relevant state and commonwealth law and all relevant codes, including without limitation the Building Code of Australia, and all relevant standards published by Standards Australia;
- (d) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (e) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

12.2 Safety & Testing Obligations

Subject to any contrary provision in the Maintenance Schedule, the Lessee acknowledges and agrees that it is fully responsible at its cost for ensuring that any fittings located on the

Premises, are regularly tested, maintained and inspected to ensure that the fittings comply with all statutory requirements and are safe for use.

12.3 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clauses 12.1 and 12.2**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clauses 12.1 and 12.2**.

12.4 No Fetter

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

13. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment;
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor; and
- (d) any incident, event or occurrence which has the potential to have an adverse impact upon the health and/or safety visitors or patrons of the Premises or the wider community.

14. Default

14.1 Events of Default

A default occurs if:

- (a) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (b) the association is wound up whether voluntarily or otherwise;

- (c) the Lessee passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (d) a mortgagee takes possession of the property of the Lessee under this Lease;
- (e) any execution or similar process is made against the Premises on the Lessee's property;
- (f) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the permitted purpose for a six month period;
- (g) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

14.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 14.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 16**,

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

14.3 Lessor may remedy breach

If the Lessee:

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

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

14.4 Acceptance of Amount Payable By Lessor

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

14.5 Essential Terms

Each of the Lessee's Covenants in **clauses 4** (Rent and Other Payments), **6** (Insurance), **7** (Indemnity), **8** (Maintenance, Repair and Cleaning), **10** (Use), **18** (No Assignment, Subletting and Charging) and **22** (Goods and Services Tax) are essential terms of this Lease but this clause **14.5** does not mean or imply that there are no other essential terms in this Lease.

14.6 Breach of Essential Terms

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

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

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

- (d) the Lessee agrees that the covenant set out in this **clause 14.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 14.6(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

15. Option to renew

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

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in :

- (i) the payment of Amounts Payable; or
- (ii) the performance or observance of the Lessee's Covenants,
- (c) the Lessor agrees in its absolute discretion to the grant of the Further Term,

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

16. Holding over

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

17. Obligation on Termination

17.1 Restore premises

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

17.2 Peacefully surrender

On Termination the Lessee must:

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

17.3 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

17.4 Lessor can remove property on re-entry

- (1) On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

- (2) The Lessor may, at any time after the expiration or sooner determination of the Term, give the Lessee a notice (**Abandonment Notice**) requiring the Lessee to remove all fittings, plant, equipment or other articles not previously removed by the Lessee in accordance with the requirement of this clause (**Remaining Items**). On the Lessee's receipt of an Abandonment Notice, the Lessee shall have seven (7) days within which to remove all Remaining Items and failing removal within that seven (7) day period, all Remaining Items still on the Premises or in the Lessor's custody shall be deemed absolutely abandoned by the Lessee and shall automatically become the absolute property of the Lessor and may be sold by the Lessor or disposed of at any time and without further notice or obligation to the Lessee. The Lessor shall be entitled to keep the proceeds of any sales and those proceeds shall not be taken into account to reduce any arrears, damages or other moneys for which the Lessee may be liable.

17.5 Clause to survive termination

The Lessee's obligations under this clause shall survive Termination.

18. No Assignment, sub-letting and charging

18.1 No Assignment or Subletting

Subject to **clause Error! Reference source not found.**, the rights in this Lease are personal to the Lessee, and Lessee may not transfer, assign, sublet, mortgage, charge, assign or otherwise part with possession or any way dispose of any of its rights or obligations under this Lease.

18.2 Property Law Act 1969

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

18.3 No mortgage or charge

The Lessee must not mortgage nor charge the Land.

19. Damage or Destruction

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

20. Alcohol

20.1 Consumption of alcohol

The Lessee covenants and agrees:

- (a) not to use or allow the Premises to be used for the consumption or sale of alcohol without first obtaining the written consent of the Lessor, and the Lessor shall determine any such application in its absolute discretion; and
- (b) that it shall not make an application for a licence or permit under the *Liquor Control Act 1988* for the Premises or apply for an amendment to a licence or permit it has been granted, without first obtaining the written consent of the Lessor.

20.2 Liquor licence

The Lessee covenants and agrees that if a licence or permit is granted under the *Liquor Control Act* 1988 for the Premises it must:

- (a) comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises **clause 9** shall apply;
- (b) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit) to the Lessor as soon as practicable after the date of grant; and
- (c) indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act* 1988 and *Liquor Control Regulations* 1989 or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

21. Disputes

21.1 Referral of Dispute: Phase 1

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

21.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 21.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and a senior representative of the Lessee for the purpose of resolving the dispute.

21.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 21.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act* 2012 (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

21.4 Payment of Amounts Payable to Date of Award

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

22. Goods and services tax

22.1 Lessee must Pay

If GST is payable on the Basic Consideration or any part thereof or if the Lessor is liable to pay GST in connection with the lease of the Land or any goods, services or other Taxable Supply supplied under this Lease then, unless the Lessor is liable for the payment of a given Taxable Supply, as from the date of any such introduction or application:

- (a) the Lessor may increase the Basic Consideration or the relevant part thereof by an amount which is equal to the GST Rate; and
- (b) the Lessee shall pay the increased Basic Consideration on the due date for payment by the Lessee of the Basic Consideration.

22.2 Increase in GST

If, at any time, the GST Rate is increased, the Lessor may, in addition to the GST Rate, increase the Basic Consideration by the GST Adjustment Rate and such amount shall be payable in accordance with **clause 22.1(b)**.

22.3 GST invoice

Where the Basic Consideration is to be increased to account for GST pursuant to **clause 22.2** the Lessor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Lessee to submit a claim for a credit or refund of GST.

23. Notice

23.1 Form of delivery

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

- (a) by delivery to the Party personally; or
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other.

23.2 Service of notice

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

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 23.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in **clause 23.1(b)**, on the fourth business day following the date of posting of the Notice.

23.3 Signing of notice

A Notice to a Party may be signed:

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

24. General Provisions

24.1 Caveat

The Lessee nor any person on behalf of the Lessee must not lodge any absolute caveat at Landgate against the certificate of title to the Premises.

24.2 Lessor's Consent

The Lessee acknowledges and agrees with the Lessor that:

- (a) if the Lessor consents to any matter referred to in this Lease, the Lessor may consent subject to any conditions that it deems reasonably necessary; and
- (b) if the Lessor consents to any matter referred to in this Lease, the Lessee must, to the reasonable satisfaction of the Lessor, comply with any condition imposed by the Lessor.

24.3 Acts by agents

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

24.4 Statutory powers

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

24.5 Severance

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

24.6 Variation

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

24.7 Moratorium

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

24.8 Further assurance

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

24.9 Waiver

- (1) Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.
- (2) A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

24.10 Non Disparagement

The Parties shall refrain from:

- (a) making, causing to be made, publishing, ratifying or endorsing any and all disparaging remarks and derogatory statements or comments made to anyone with respect to the other Party; and
- (b) making a public or non-confidential statement relating to a claim or complaint against the other Party to this Lease without first obtaining that Party's consent.

24.11 Governing law

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

24.12 Interpretation

In this Lease, unless expressed to the contrary:

- (a) Words importing:
 - (i) the singular include the plural;
 - (ii) the plural include the singular; and
 - (iii) any gender include each gender;
- (b) A reference to:
 - (i) a natural person includes a body corporate or local government; and
 - (ii) a body corporate or local government includes a natural person;

- (c) A reference to a professional body includes a successor to or substitute for that body;
- (d) A reference to a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
- (e) A reference to a statute, ordinance, code, regulation, award, town planning scheme or other law includes a regulation, local law, by-law, requisition, order or other statutory instruments under it and any amendments to re-enactments of or replacements or consolidations of any of them from time to time in force;
- (f) A reference to a right includes a benefit, remedy, discretion, authority or power;
- (g) A reference to an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (h) A reference to this Lease or provisions or terms of this Lease or any other deed, agreement, instrument or contract include a reference to:
 - (i) both express and implied provisions and terms; and
 - (ii) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (i) A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (j) Any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (k) If a Party comprises two or more persons the obligations and agreements on their part bind and must be observed and performed by them jointly and each of them severally and may be enforced against any one or more of them;
- (l) The agreements and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) an agreement not to permit that act or thing to be done or omitted to be done by an the Lessee or any person authorised by the Lessee; and
 - (ii) an agreement to do everything necessary to ensure that that act or thing is not done or omitted to be done;
- (m) Except in the Schedule headings do not affect the interpretation of this Lease.

25. Additional terms, covenants and conditions

Each of the terms, covenants and conditions (if any) specified in **Item 11** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease. If there is any inconsistency between the provisions of **Item 11** of the Schedule and the remaining provisions of this Lease, the provisions of **Item 11** of the Schedule will prevail to the extent of that inconsistency.

Schedule

Item 1 Land

Lots 1 and 2 on Diagram 2356 being the whole of the land comprised in Certificate of Title Volume 1478 Folio 273.

Item 2 Premises

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

Item 3 Term

5 years commencing on the Commencement Date.

Item 4 Further Term

5 years.

Item 5 Commencement Date

1 April 2023.

Item 6 Rent

\$100 inclusive of GST per annum payable in advance, with the first payment due on the Commencement Date, and reviewed annually in accordance with the terms of this Lease.

Item 7 Rent Review Date

A Fees & Charges Review is to be undertaken on each anniversary of the Commencement Date for each year of the Term (including any Further Term and period of holding over, if applicable).

Item 8 Permitted Purpose

Community purposes and uses reasonably ancillary thereto

Item 9 Public Liability Insurance

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

Item 10 Redecorating dates

Unless otherwise agreed by the Lessor in writing, within 30 days of Termination of this Lease.

Item 11 Additional terms and conditions

11.1 Information requirements

The Lessee is required to comply with the information requirements (if any) set out in **Annexure 5**.

11.2 Lessor responsible for bio-waste and potable systems

The Lessor agrees with the Lessee to be responsible for the Premises' bio waste and/or potable water systems.

11.3 Hire

- (1) The Lessee may hire out the Premises or any part thereof PROVIDED:
 - (a) such use is consistent at all times with the Permitted Purpose;
 - (b) the rates of hire are consistent with the Lessor's community hire rates, as amended by the Lessor from time to time;
 - (c) the Lessee ensures any hirer complies strictly with the relevant terms of this Licence; and
 - (d) the hirer has appropriate insurances (including in particular public liability insurance) and the Lessee has obtained copies of the certificates of currency for such insurances prior to the hire taking place.
- (2) For the purposes of this Licence, "hire" means any hire of the Premises by the Lessee to a third party for a temporary or short-term period of time and does not include any formal transfer, assignment or sublicence of the Premises.
- (3) The Lessee acknowledges that at all times, including when the Premises are hired to a third party, it remains responsible for the Premises, including without limitation any damage that may be caused or occurs during any hire period.

Signing page

EXECUTED by the parties as a Deed

2023

THE COMMON SEAL of the **City of Armadale**
was hereunto affixed in the presence of –

Chief Executive Officer - Signature

Mayor - Signature

Print Full Name

Print Full Name

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

Office Holder Sign

Office Holder Sign

Full Name

Full Name

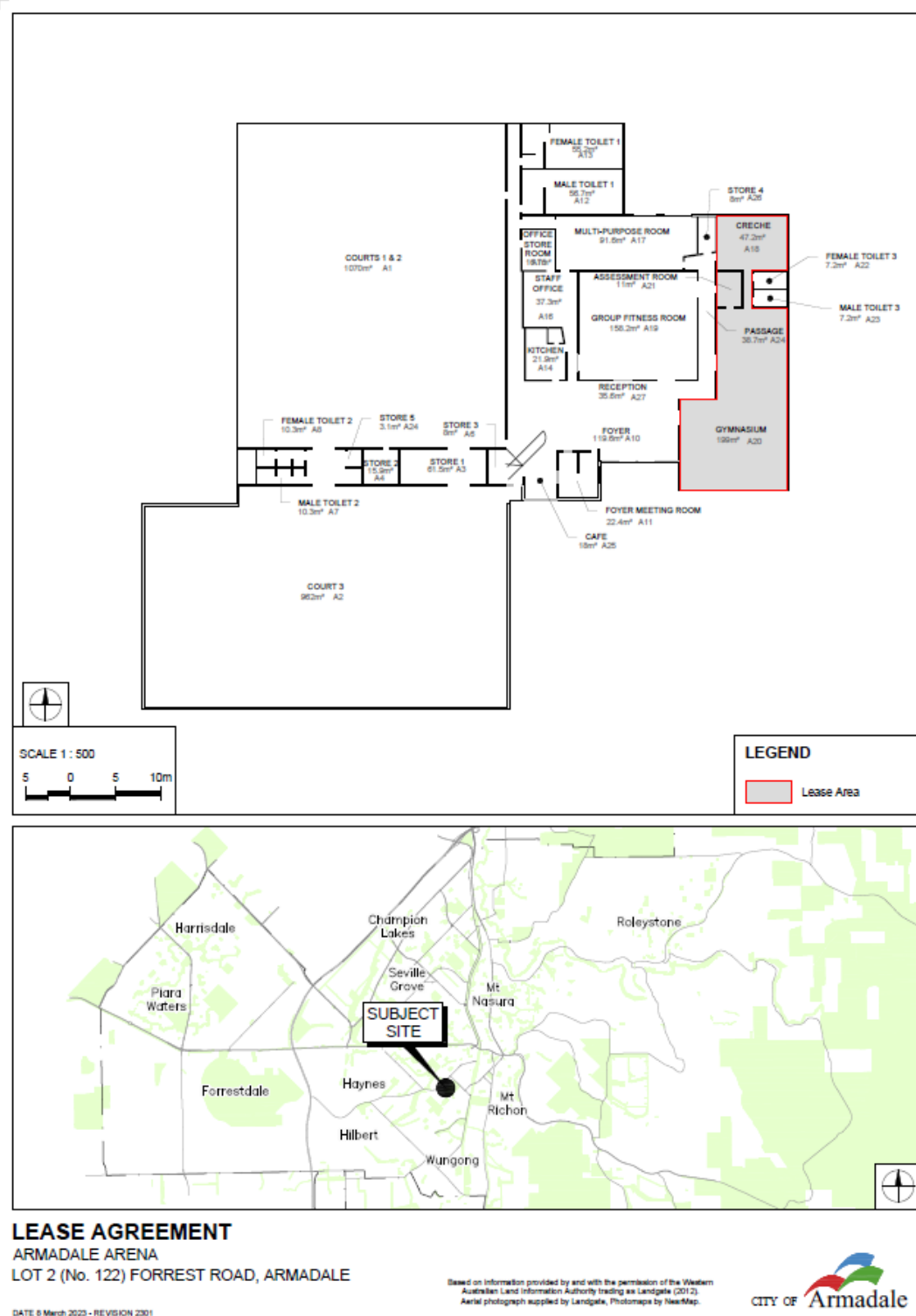
Address

Address

Office Held

Office Held

Annexure 1 – Sketch of Premises



Annexure 2 – Minister for Lands' consent

Not applicable.

Annexure 3 – Maintenance Schedule

If an item of repair, maintenance or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee Agents, or by the Lessee's particular use or occupancy of the Premises, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents, the Lessor may require, by written notice to the Lessee, that the Lessee be fully responsible for the costs of such repair, maintenance or replacement.

Occupant Responsibilities (See Note)

- General cleaning of the building and/or premises
- Removal of excess rubbish
- Repairs and replacement of light bulbs and tubes
- Replacement of window glass resulting from internal impacts.
- Repair of all plumbing, such as: washer replacements, leaking taps, blockages, tapware, toilet cisterns.
- Removal of internal graffiti where no break in has occurred and repaint if necessary
- Replacement of lost/stolen air conditioning control units
- Repair damage to any fitting, doors, door handles, door hinges, floor covering, wall, ceiling, installation, equipment etc. which have been damaged as a result of incidental or malicious actions, or negligence – as determined by City of Armadale's Property Condition Report.
- Replacement keys/access swipes if lost or stolen including locks if replaced – must be arranged by the City
- Air conditioning units cleaning / inspections.
- Professional carpet cleaning bi-annually.
- Clearing and removal of debris in gutters bi-annually
- All grease trap cleaning & filter replacements as required to maintain effective operation
- Internal painting every five years

Note: Maintenance

In negotiation with the Lessee, the Lessor will identify where it is more appropriate or where the Lessee requests the Lessor to perform/contract maintenance which will be at the Lessee's cost.

Additional Condition:

The Lessor will be responsible for inspections and servicing of the following requirements:

- Fire Safety Equipment
 - Fire Extinguishers;
 - Evacuation Plans;
 - Exit Signs.
- RCD and Emergency Lighting (Test & Tag).
- Testing and Tagging of Lessor's Fixtures and Fittings
- RPZ Valve Testing (backflow device).
- *Grease Traps.
- Asbestos (testing and removal).
- Pest Control Inspections (including termites).

*In relation to the servicing of the grease traps, the Lessee acknowledges and agrees that the costs of servicing will be on charged to the Lessee and the Lessee must pay/reimburse the Lessor for such costs promptly.

Annexure 4 – Lessor's Fixtures and Fittings

Not applicable.

Annexure 5 – Information requirements

Provision of information

- (1) The Lessee agrees to provide to the Lessor:
 - (a) a copy of the Lessee's audited annual statement of accounts for each year;
 - (b) advice of any changes in its office holders during the Term; and
 - (c) any other information on the Lessee reasonably required by the Lessor
- (2) The Lessee agrees that it will not materially change its rules of association under the Associations Incorporations Act 2015 without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

APPLICATION FOR PEPPERCORN LEASE, ARENA COMMUNITY CENTRE, TOWNLEY STREET, ARMADALE.

ARMADALE SOCIETY OF ARTISTS INC.

Table 1 – Requirements and Considerations of Occupancy Proposal

Organisation to provide City assessment factors



1	<p>Community Benefit: Provide an evidence-based response to demonstrate how the proposed service or activity will address an identified community need.</p>	<ol style="list-style-type: none"> 1. We currently provide classes and workshops some with tuition and others are informal (painting get-togethers that artists can work in and discuss ideas and techniques). 2. Members of the public can attend all these classes at a nominal cost. We have many non-members who attend these classes which demonstrates there is a need for this service outside our own membership. <p style="text-align: center;"><u>CURRENT USE OF THE ART SPACE AT THE ARENA</u></p> <p>MONDAY.....9am -12 noon LANDSCAPES AND SEASCAPES Ray Seddon Teacher \$15 member \$17 non member Ph 0427968994</p> <p>TUESDAY.....9.30am – 12.30 noon DRAWING BASICS Peter Dawson Teacher \$15 members \$17 non members Ph 0474150345 (1-3PM PASTEL INFORMAL GROUP) Jeannie Edge Co-ordinator \$4 members \$6 non members Ph 0404897916</p> <p>WEDNESDAY.....9-12AM ALL MEDIUMS INFORMAL GROUP Jenny Herbert Co-ordinator \$4 members \$6 non members</p>
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	<p>Ph</p> <p>WEDNESDAY.....1-4PM THEORY OF ART/ OIL AND ACRYLICS CLASS Linda Glover Teacher \$24 members \$26 non members Ph 0472601557</p> <p>WEDNESDAY.....12-3PM ALL MEDIUMS INFORMAL GROUP Peter Dawson Co-ordinator \$4 members \$6 non members</p> <p>THURSDAY.....9:30-12:30 WATER COLOUR INFORMAL GROUP Tom Jarret Co-ordinator \$4 members \$6 non-members Ph 0427330462</p> <p>THURSDAY.....12:30-3PM OIL INFORMAL GROUP Gail Reid Co-ordinator \$4 members \$6 non members 0484827782</p> <p>THURSDAY.....4-5:30 PM KIDS ART CLASS Geraldine Gustavino Teacher \$30 (materials included) Ph 0437788630</p> <p>FRIDAY..... 12 – 2 pm DRAWING CLASS PLANNED FOR JANUARY (may start sooner) 4-5.30 PM YOUTH ART (Price to be advised) Chantalle Grummet Teacher Ph 0422541738</p> <p>Saturday.....10AM-12 Noon INFORMAL OILS (commencing January) Dave Archer Co-ordinator \$4 members \$6 non members Ph 0418629926</p> <p>SUNDAY.....NO GROUPS OR CLASSES ROSTERED</p> <p>Future classes are being considered for people with special needs. An introduction to drawing for newcomers is also being planned. A basic course content is currently being designed to cover fundamentals of line, shape, dimension, perspective tone and form. Composition, colour theory and practice are already available on Wednesday 1-4PM but more classes can be rostered on other days, or as demand requires. Other groups and classes have been proposed, for example photography fundamentals. The participation in art groups and classes is expected to increase and some groups may be held concurrently.</p>
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HISTORICAL ATTENDANCE JULY TO NOVEMBER 2022 (ALL GROUPS)						
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
MONDAY						
TUESDAY	3	2	2	1		
WEDNESDAY	12	27	19	20	37	
THURSDAY	31	47	49	52	52	
FRIDAY						
SATURDAY	16	10	9	16		
SUNDAY						
TOTALS	62	86	79	89	89	

There are plans to expand the number of classes and to hold specific Workshops that focus on particular mediums, and these will be advertised in a brochure that will be distributed at our Shopping Centre exhibitions and other displays.

3. We have received a request from Disability Services to provide art lessons for disability persons. Part of our request for modifications to the Arena is to better provide access including that for wheelchairs.
4. We are involved in a workshop being held at the Champion Drive Community Centre in November where we will be providing a demonstration of what we have to offer the disabled, through the City's International Day of People with Disability 'Connection and Wellbeing' event at the Champion Drive Community Centre.
5. Some of our members are involved with providing art lessons for disadvantaged women at the Baptiste Evelyn Gribble Community Centre in Armadale.
6. We plan to follow on from the Baptiste Care program by instigating our own low-cost art group for anyone of a low socio-economic status, and this could involve migrant and disabled people.
7. We currently have a Kids Art Group but we plan to expand this to a mentoring program for youth interested in art or for those just starting or developing their artistic capabilities.

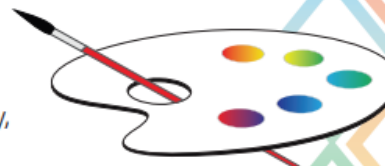
		<p>8. We are committed to providing art classes and workshops to the general community at a very affordable rate; our Informal groups, where there is no formal tuition but members are there to assist and offer advice and assistance, are open to anyone from as little as \$6 a session, which covers utility usage at the Centre.</p> <div style="display: flex; justify-content: space-around; align-items: center;">   </div> <div style="display: flex; justify-content: space-around; align-items: center;"> <p>Kid's Art Class</p> <p>A Watercolour Class</p> </div>
2	<p>Evidence of demand for the service or activity: Evidence that the proposed service or activity will address the identified community need and is not duplicating an existing service or activity.</p>	<p>a. The Society is the only organization offering art classes to the general public in the Armadale area.</p> <p>b. We have many non-members who attend our courses, and we receive many requests at our exhibitions about both children's and adult classes, handing out many brochures to interested persons. We have had two displays at the Armadale City Shopping Centre where we had over 1,000 visitors and 560 at a recent Harrisdale Shopping Centre display. At these displays we hand out brochures advertising membership and the community classes we provide.</p>
3	<p>Evidence of consultation with other organisations/agencies and the broader</p>	<p>1. The Society is involved in the Minnewarra Art Awards, held annually, by our members volunteering to supervise the exhibition.</p>

	community to identify opportunities for collaboration.	<ol style="list-style-type: none"> 2. Similarly, our members also supervise other art shows and awards, such as the 'Outside the Frame' youth exhibition. 3. Many of our members take part in the City of Armadale's Hills Art Trail, this year also exhibiting as a collective of fifteen artists. 4. We promote Art Exhibitions and Awards held locally and throughout WA, by inclusion in our Newsletter and distributing flyers at Shopping Centre Exhibitions. 5. We will be demonstrating what we offer at the International Day of People with Disability to be held at the Lakes Community Centre in November. 6. We have been approached by the Mundaring Adult Creative and Learning Centre, with a view to holding classes and workshops, to which we have responded positively. 7. The Waterwheel Gallery in Bedfordale is also Working with the Disabled and we will be involved as part of those events. 8. The Society is working with the City of Armadale in the Armadale Access and Inclusion network initiative.
4	An implementation plan to demonstrate how the service or activity will become established and become sustainable.	<ul style="list-style-type: none"> • Strategic documents: Floor plan of the Arena. (See attached document) We have a supply of tables, chairs, easels, cleaning and painting equipment that is provided free of charge to participants of the classes and lessons. The area of the Arena previously used as a gymnasium will be used to accommodate most lessons. It is a large area of 199sqm and can easily fit several groups at a time. • Classes are popular with about fifty participants weekly, but this number has been increasing since we moved into the Arena, and we expect the numbers to keep increasing.
5	Do the organisation's strategic documents align with the City's strategies, plans and vision?	The Society has a published vision statement on our website which outlines or vision, values and objectives.

ARMADALE SOCIETY OF ARTISTS (INC)

Our Vision:

The ASA aims to be a friendly, inclusive Society for artists, which encourages the creative talents and abilities of its members, by providing an environment which assists in learning and achieving individual artistic goals.



Our Values:

- ◆ Communication
- ◆ Nurturing
- ◆ Integrity
- ◆ Individuality
- ◆ Innovation

Strategic Objectives:

Communicate with open and respectful consultation between Members, the Committee and the Public.

Develop a cooperative, supportive, diverse and accepting environment.

Treat everyone with respect and ensure activities are developed with honesty and thoughtfulness.



Develop objectives which support originality and creativity without prejudice.

To seek and be open to new ideas which allow our Society to thrive and move forward.



Ph: 0455 552 842 **A:** PO Box 415, Armadale 6992
E: enquiries@armadalesocietyofartists.com.au
W: www.armadalesocietyofartists.com.au
Facebook: Armadale Society of Artists Inc

		The Society works in with the City's Art objectives by our volunteers actively supporting the Minnewarra Art Awards, the Hills Art Trail and Collectives, Outside the Frame Youth Exhibition and the Disability Connection and Wellbeing Inclusion programs . We would welcome any other involvement and enjoy an excellent relationship with the City's Management.
6	Membership and participant numbers and projections. Information on the current membership, residential location and participation rates of the organization and projections over the life of the lease period.	<ol style="list-style-type: none"> 1. The Society has been operating in Armadale for 35 years, with a current membership of more than 180 actively financial members. This number has been maintained despite us not having a base or home for the last eighteen months. 2. In the last month we had 10 new members join, and we anticipate member numbers will continue to increase now that we have a permanent base to hold our meetings and classes. 3. The predominance of members live in the Armadale area, but we also have members who live as far away as Ellenbrook and Mandurah. 4. Monthly meeting are regularly attended by around 40 members. 5. The Society has recently been granted a rental of a section of the Arena Community Centre in Townley Street, Armadale, and we are awaiting the finalization of a five-year lease plan with an option for a further five years. 6. We have already made plans to modify the Arena to more suit our and the community's needs, particularly by requesting disability access and ambulant toilets. 7. The Society has a very active Management Committee of ten people, all of whom are proficient artists and teachers, working across all mediums. 8. The membership at large is extremely diverse in ability and talent which augurs well for the organisation's future. Already plans are in place for the Society's Grand Opening of the Arena, and the holding of the 36th Annual Awards and Exhibition.
7	Priority will be given to business cases that demonstrate inclusion of, and support to the local residents and the community.	<ol style="list-style-type: none"> 1. The Society is actively involved in promoting the Arts Community, by holding our own Annual Awards and Exhibition, and by supervising several art Awards. 2. The Society's advertising is addressed to the local community by local papers and radio programs. 3. The Society welcomes anyone who wishes to participate in our programs. There are no exclusions, regardless of ability or a person's position in their artistic journey.

		4. Our members support local businesses wherever possible, purchasing supplies from local businesses.
8	The Governance structure and processes of the organization.	<p>The Society is a not-for-profit organization registered under the Associations Incorporations Act.</p> <p> Certificate of Verification of ASA Co</p> <p>The Society has a Management Committee made up of:</p> <ul style="list-style-type: none"> President Vice President Treasurer Assistant Treasurer Secretary Membership Coordinator Events Coordinator Three Sub-Committee Members. <p>Committee meetings are held on the second Tuesday of each month with the exception of January. Members meetings are held on the Third Thursday of the month. Minutes of the Members Meetings are recorded and posted on the website.</p>
9	The Organisation's constitution and/or similar documents.	<p> Armada Society of Artists (Incorporated)</p>
10	Proposed usage times of the property; historical and projected growth of the organization.	<p>1. <u>Brief History of the Armadale Society of Artists (Inc)</u></p> <p>In 1987 a small, dedicated band of artists got together and formed the Armadale Society of Artists. Monthly members' meetings were held at the Armadale District Town Hall and the Society slowly increased its membership.</p>



	<p>In 2009, the Society was offered the chance to have its own premises in Railway Avenue, Kelmscott, occupying a property owned by the MRA (and earmarked for eventual demolition). It became known as the Kelmscott Art House. We were then able to hold classes and workshops and have a gallery (albeit small) showcasing local artists' works. All of these new opportunities were embraced by our members and enabled the Society to further increase membership.</p> <p>In late 2018, due to the Denny Avenue redevelopment, we moved to new leased premises at 8 Hobbs Drive, Armadale, (previously the St John's Ambulance building) which we called Art House on Hobbs. The lease from owner, Dale Cottages was initially for 3 years, with an option for a further 3 years. We set up a gallery of Members' artworks which we opened to the public which we named "Doust Hall" after our founding President.</p> <p>In 2019 we had a growing membership of 220 members. And after many busy bees by our committee and members we were able to hold daily classes and informal painting groups and many weekend workshops. The lease agreement also had a three-month option to terminate the lease by either party, which is the option that Dale Cottages took due to redevelopment arrangements.</p> <p>In September 2020 ASA needed to vacate Art House on Hobbs, and the hunt for a new home base began. This was also a time when Covid had put a stop to our classes and informal groups. We were fortunate that in October 2020 we were able to obtain a lease for a Pop-up shop in the Armadale City Shopping Centre where our members could exhibit and sell their art 7 days a week. This was managed by a coordinator and subcommittee members.</p> <p>Our classes and informal groups continued for some time in different rooms at the Greendale Centre and we also held our monthly members meetings there on a hire basis. We were also given an area to store our supplies required for our classes and meetings which was a great benefit. Further classes were run from Champion Lakes on an hourly hire arrangement.</p>
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	<p>In February 2022 our previous President of four years Trish Halloran stepped down along with the Secretary, Treasurer, Membership officer and two committee members. Mary Jarrett was elected President with a new Secretary, Treasurer, and mainly new committee.</p> <p>In March we were given notice to vacate our Pop-up shop and transfer and set up in a new one, only to be told in April that we would need to vacate that one by May, as a permanent tenant had been found and there were no other options available for us. However, we remained active within the Armadale area and managed to participate in many community arts events such as:</p> <ul style="list-style-type: none">• The Armadale Hills Open Studio Arts Trail as part of the “Spring into Armadale” Event• The “Outside the Frame” Exhibition for High School students, which is Supervised by our members• The Minnawarra Art Awards, which our artists take part in and also supervise the exhibition on behalf of Council. This is part of the Armadale Arts Festival, and we also had a exhibition in the Target Mall in the Armadale shopping City running at the same time. <p>We hold regular exhibitions in the Target Mall at Armadale City Shopping Centre. The cost for two weeks rent of the area is mainly paid by the exhibiting artists. No Commission is taken, and all sales go directly to our members</p> <p>We have always held an Annual Art Exhibition at the Armadale District Hall (except in 2018 it was held at the Greendale Centre in the Dale Cottages precinct, due to the alterations happening at the Town Hall).</p> <p>We recently held our 35th Annual Art Awards Exhibition with opening night on the 4th November 2022.</p> <p>In March we were approached by the Armadale City Council to see if an area at the Armadale Arena would be suitable for our needs. On inspection it was decided that it was more than suitable and so the negotiations have continued.</p> <p>Approval has now been granted for ASA to occupy the allocated area of the Arena on a hire basis until a lease is prepared and signed.</p>
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	<p>The first members monthly meeting took place on Thursday 10th November 22 with a large turnout of members all eager and happy to see our new home base.</p> <p>The committee are currently preparing a class and informal group schedule to make full use of the facilities.</p> <p>Plans are underway to include a youth membership in the new year and to promote a mentoring program for young artists to attend on a regular basis. We envisage this would be a benefit for both the young and more mature artists as they will have a common interest that will help them all in their artistic journeys.</p> <p>ASA will be taking part in the International Day of People with Disability “Connection and Wellbeing” event on Friday 2 December 22 at the Champion Centre, which has been made possible by a collaboration between the City of Armadale and the Armadale Access and Inclusion Network. Our aim will be to promote our classes and informal groups and to invite attendees to come along and join in with us..</p> <p>It has been recognised that some work needs to be done to ensure easy access for the disabled and to make sure it is a safe environment for all at the Arena. Wheelchair access and handrails have already been recognised as being required as soon as possible.</p> <p>As the 2022 year is coming to an end, there is a feeling in the membership that this is an opportunity for us to turn the area allocated to us into a vibrant art precinct, where members and the community can come and enjoy creating together.</p> <p>2. Classes are currently being run from the Arena, with more due to come on line in 2023.</p> <ul style="list-style-type: none">• Mon 9-12: Land/Seascape Painting in Oils or Acrylics.• Tue 9.30 – 12.30: Introductory Drawing.• Wed 9.30-12.30: Informal pastel group.• Wed 12.30-3.30 The Theory of Art.• Wed 1-3.30pm Informal Group, all mediums.• Thu 9.30-12.30: Informal Group, Watercolour.• Thu 12.30-3.30 Informal Group, all mediums.
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		<ul style="list-style-type: none"> • Thu 4-5.30 Kids Art group, Watercolour. • Fri 12-2 Drawing Group. • Sat 10-12 Informal Group, all mediums. <p>3. In addition to the above classes, the Arena will be open to the public between the hours of 9am – 1pm Monday-Friday. A roster will be prepared to ensure there is a member on duty at these times.</p> <p>4. The Society's Committee Meetings and Members General Meetings are being held at the Centre.</p> <p>5. Our Christmas Party will be held at the Arena.</p> <p>6. In general, the Arena will be open to members and the public Monday-Saturday.</p> <p>a. Membership has declined in the last few years, presumably because of difficulties associated with the Pandemic, and the contributing factor of not having a home base. This is evident because members called into the Popup Shops for a chat and a cuppa when these were operating.</p> <p>b. Encouragingly, it has been noticed that there is an increasing interest in both new members and other members who have left the Society, who are now expressing an interest and have re-joined the Society. As a result it is projected that member numbers will return to pre-covid levels of more than 200 by March of 2023.</p>
11	Will the property be utilized to its realistic potential?	<ul style="list-style-type: none"> • With several modifications the Arena will be ideal for the purposes of the Society. It has space to hold classes and workshops, kitchen facilities that can cater for meetings of all members and seating space for general meetings. • Improved lighting and wheelchair and ambulant access will be installed, allowing easy entry for disabled people and the general public to participate in our activities. • Minnawarra Extensions Program: It has been proposed that the Society will liaise with the City regarding running and supervising the <i>Extensions Program (as part of the Minnawarra Art Awards in 2023)</i>.

		<ul style="list-style-type: none"> Running the program will mean that the Arena space allocated to the Society will be utilised in conjunction with the display that will be presented in various areas of the Arena. The program will be organised and operated by volunteer members of the Society. The Society will be responsible for supervising and preparing the space for the exhibition. The Society will implement the Extensions program; ie., liaise with artists, run the artwork drop-off and collection, install the artworks and organise sales. The Society will provide the City with an evaluation report including photos of exhibition, number of volunteer hours provided, number and value of sales, ASA and customer feedback. The Society is able to consider additional public program ideas such as an opening event, market day (where ASA members could have a stall, artist floor talks (this could also focus on ASA members). <p>Especially in terms of the Opening Event, Markets, Stalls and Floor talks, the entire area of the Arena occupied by the Society, in addition to other areas of the building, will be utilised fully. This opportunity allows full usage of the available space and facilities of the Arena.</p> <p>The small office previously used as a Consultation Room will even be utilized to store Society records.</p>
12	Does the property have the capacity to manage the growth?	There is adequate space to more than cater for our current numbers in the activities of the Society, so an increase in member numbers will not pose a problem and will be easily absorbed by the premises.
13	Proposed spaces to be included in the arrangement.	The area previously used as a gymnasium; the area previously used as a creche; the small room previously used as a Consultation Room. An application has been made to also include the area at the rear of the creche (eastern end) which was a children's playground. This has the potential to be utilized as a barbeque/outdoor entertainment area.
14	Does the organization require exclusive use of the property?	Yes.

15	Proposed usage available to the wider community and method to manage?	The Society invites the general public to take part in classes and workshops, and we have many non-members currently who attend our classes.
	How does the proposal address broad community access?	There is a demonstrated need for public tuition and teaching of art-related subjects and the Society encourages public participation through advertising at Shopping Centre exhibitions and displays, evidenced by current levels of participation.
	Financial and asset management.	Funds have increased over the last twelve months, partly because the Society has not had rental to pay, and partly because of sound financial management by the Treasurer and Assistant Treasurer, who work together and report monthly to the management committee and general membership.
	Financial Positions, statements past, present and future.	 ASA 2019 ACCOUNTS.xlsx  ASA 2022 ACCOUNTS_Mthly list.
	Evidence that the organization is capable of meeting financial obligations under an occupancy agreement.	The Treasurers reports show sound financial management by a substantial increase in assets in 16 months. Furthermore, members' renewal fees of approximately \$8,000 will be received by February 2023. At that time the City of Armadale will advise its decision on the amount of lease for the building, but it is considered that the Society will be able to meet the amount, presuming it will be in the range covered by our membership fees (which is our only source of income).
	Current and proposed fees and charges.	Awaiting service charges and decision on rental or lease of premises from City of Armadale. Costs of holding exhibitions at venues such as Shopping Centres is covered by the participating members, who each contribute a fee calculated to cover the fees required by the shopping centre. No commission is charged by the Society on any sales that are made.
	Information on the proposed fees and charges for the service or activity and how they will be reviewed over the life of the lease / tenancy period.	Costs will be reviewed monthly by the Treasurer and adjusted as necessary. If costs increase substantially the funds can be recouped by increasing membership fees, but this is not considered necessary at this time.
	Any property modifications required for the intended use and how these are proposed to be funded. Is funding	Modifications have been submitted to the City of Armadale and awaiting approval; modifications required are lighting to the classes area, disability access via an extra door to be fitted on the eastern side of the building, and wheelchair access via a ramp on the fire door entrance.

	secure for any proposed modifications to enable the intended use?	
	<p>Organisation Management structure. Is the Organisation in a position with human resources to fulfil its obligations under an occupancy agreement for the entirety of the arrangement?</p>	<p>The management Committee consists of ten members whose roles are specific to ensure the operation and fulfilment of the Society's Aims and Vision. Specific roles covered by the Committee are:</p> <p>President – overseeing all operations of the Society.</p> <p>Vice-President: on stand-by to stand in if the President is not available. The Vice President is chosen from the Committee and is a member of long-standing membership.</p> <p>Treasurer and Assistant Treasurer – Finance management including Shopping Centre hire, receipts of membership fees, exhibition fees and sales returned to members (the Society takes no commission on sales) and all other matters financial.</p> <p>Secretary – Incoming and Outgoing correspondence, sponsors liaison, inquiries response, record-keeping, booking of venues, licenses and agreements.</p> <p>Events Coordinator – organizing events such as shopping centres, Annual Exhibition, displays at various locations.</p> <p>Membership Coordinator – new members register, liaising with potential members, discount cards and Members Cards.</p> <p>Three general Committee members – advice and research as required; these members are long-term members of the Society with extensive experience in the operation of the Society, giving valuable input to the Management Committee.</p>
	Historical factors: history of the group, including any financial contributions.	<ol style="list-style-type: none"> 1. The Society has as its Patron, Peter Risk, who is a prominent local businessman, who contributes advice and support, and makes a contribution to the Annual Exhibition, sponsoring the First Prize Overall and other Awards. 2. Many businesses, members and individuals within the local sphere of Armadale and surrounds sponsor our Annual Awards and Exhibition. This sponsorship covers the prizes awarded for each category of art, general funds, cakes and foodstuffs and runs to approximately \$2500.
	Does the group have any history in relation to the facility?	No.

	Does the group have any connection with the surrounding area?	Yes, member and public access is available Monday to Saturday, 9am – 1pm. Classes are advertised locally and non-members are welcomed to participate.
	Environmental impact.	No environmental impact; all activities are conducted within the building.
	Proposed sustainable practices.	N/A externally to the building. Waste products from the art classes is stored on the premises until able to be disposed of in an environmental waste facility. The Society is liaising with the City of Armadale to facilitate this.
	Does the organization offer an environmentally sustainable service?	Management of waste is contained within the building, not flushed down the drainage or toilet systems.

TABLE 2: ELEGIBILITY CRITERIA FOR PEPPERCORN RENT

Elements criteria: Not-for-profit organization. Is a Not-for-profit legal entity incorporated under the Associations Incorporation Act 2015 or the Australian Charities and Not-for-profits Commission Act 2012.	Yes. Incorporated as a Not-for-profit Organisation under the Associations Incorporation Act; Incorporation number is A0824651U.
Is financially viable: demonstrates good financial management, record-keeping practices and maintains records for audit purposes.	
Child Health Service. Recognition of the historic relationship between the City and Health Department in providing effective Child Health Services when and where they are needed.	N/A

TABLE 3: Rent category Annual Rent Eligibility.

<p>Peppercorn Rent as determined annually in the City's Schedule of Fees and Charges:</p> <p>Standard Peppercorn:</p> <ul style="list-style-type: none">• Meets all relevant criteria in Table 1 and Table 2.• Provides significant and extensive community benefit• Has limited revenue-raising ability (net cost of service) and• Is run predominantly by volunteers.	
<p>Non-standard Peppercorn:</p> <ul style="list-style-type: none">• Building fully or substantially funded or constructed by the proposed occupant.• Subsidised Rent.• Community facilities: \$20/m2 increasing in line with CPI.• Land: to be negotiated.• Meets all relevant criteria in Table 1 and Table 2.• Is a grant funded organization that receives funding to provide a community service or services,• Council has determined that the service or services being provided address priority needs in the proposed location.	

<ul style="list-style-type: none">• Commercial Rent Market value meets all relevant criteria in Table.	
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NO	SUMMARY OF SUBMISSION	OFFICER COMMENTS
1	Support 1.1 I fully support the proposal that further backs the requirement for cats to be registered & microchipped. The local flora & fauna needs to be protected from feral inhabitants, too many domestic cats roam free risking wildlife. 1.2 Questioning the enforcement of the current restricted area as cats are already registered there.	1.1 Noted 1.2 Noted. Due to an administrative oversight there are a small number of cats currently registered in the Prohibited Area, however this matter will be addressed with individual property owners as part of the proposed education programme.
2	Objection 2.1 By enacting these amendments the City will be creating an administrative nightmare and increase neighbourhood disputes. 2.2 Query surrounding existing situation where people have more than two cats. Will they be required to get rid of them? 2.3 In regards to enclosing property it is unrealistic to adopt a one size fits all as there is a diverse range from cottage blocks to larger rural blocks. 2.4 No evidence to support cats are primarily responsible for the destruction of wildlife. 2.5 Questioning the success or otherwise of the existing restricted area in Churchman's Brook.	2.1 Not supported. The City already has a system in place for permits to keep more than 2 dogs. This will only be an extension of that established system. There is no evidence to support an increase in neighbourhood disputes. 2.2 Noted. Provided they meet all the requirements of the existing legislation (Registration, microchipping, sterilisation) then no. If the LGA introduces a local law limiting cat numbers, it will not apply to cats currently owned. However an owner will not be able to replace a cat if it is sold, given away or dies, until they are down to the required number. 2.3 Not supported. The local law does not propose that the entire property be enclosed, merely contained within the premises. 2.4 Noted. There is an obvious concern in the community that cats, both domesticated and feral, are contributing to the decline of fauna in our natural bushland areas 2.5 Noted. Unfortunately there are no statistics available that can assist however it is noted that there are several properties that have inadvertently had their cats registered in this area.
3	Conditional Support 3.1 Amend clause 2.2 – Cats for which permit is required - to include members of listed cat	3.1 Supported. Refer to officer comments in submission 18. 3.2 Supported. Suggest removal of words "Securely tethered" 3.3 Depending on age, breed, and personality of the cat, you can have a

	<p>organisations who have 6 or less cats under clause 7 of the <i>Cat (Uniform Local Provisions) Regulations 2013</i>.</p> <p>3.2 Request to remove the words “securely tethered” from the definition of “effective control”.</p> <p>3.3 Seeking clarification on what is considered adequate space to exercise cats.</p> <p>3.4 One of the conditions for keeping cats in a cat management facility says that no sick or ailing cat is to be kept. They believe that this condition is unnecessary, unenforceable, ambiguous, open to abuse and should be removed.</p> <p>3.5 One of the conditions imposed on an application to keep more than 2 cats requires that written consent from adjoining owners shall be obtained. It is requested that this be amended to may be required as it is excessively intrusive.</p> <p>3.6 Another condition imposed on an application for a cat management facility is that there is to be a feed room, wash area, isolation cages and maternity section. It is requested that allowance be made for instances where owners keep their cats inside as part of the household therefore making separate areas unnecessary as many of their breeders share their homes with their cats.</p>	<p>cat in a small apartment and the cat will be perfectly content, however accommodation must provide freedom of movement, the quality of the space provided is as important as the quantity. Cats are very agile; therefore, provision of shelving at different heights adds to the space available and provides opportunities for physical exercise. It should be acknowledged that cats rest and sleep for most of the time, and shelves provide an adequate environment for exercise, and natural behaviour. Good cat welfare depends on owner and handler competency. Owners need to understand and provide appropriate care, handling and management requirements of their cat. Expert advice is readily available from veterinarians, and cat organisations.</p> <p>3.4 Supported. Suggest that this clause be removed.</p> <p>3.5 Supported. Suggest that this clause be removed.</p> <p>3.6 Not supported. The condition is considered appropriate for the operation of a cat management facility.</p>
4	<p>Objection</p> <p>4.1 Unjust restriction of cat free areas as there is an assumption that cats are responsible for much of the killing of native wildlife. In the City funded study in 2010 by Murdoch University Lecturer, Maggie Lillith, it was concluded that cats have very little impact on native wildlife in the Armadale area. Cat</p>	<p>4.1 Not supported. This area has been incorporated into the Environment, Animals and Nuisance Local Law since July 2012 on the basis that it was a development area and was included in the covenants of each property. Owners were aware of the restriction prior to purchasing and developing the property. The restriction is not solely for the purpose of preventing the killing of wildlife but it is also for the prevention of nuisance to other residents</p>

	free areas apparently already in place, have shown no advantage to native wildlife whatsoever. The big problems to native wildlife rather found being through loss of habitat and vegetation due to clearing large areas for development. The number of cats is found to be decreasing rather than increasing within the Armadale Shire.	
4.2	It would appear you are basing these severe new laws on a very small amount of owners within the shire of Armadale who reportedly had a lot of cats.	4.2 Not supported. It is agreed that these instances have highlighted the shortcomings of existing legislation however the 'gap' needs to be plugged to prevent increases of these situations arising in the future.
4.3	I believe these strict new laws will only impact on the very people who are already doing the right thing. The majority of residents with more than 2 cats already will be forced to apply for a permit that will cost more money on top of the yearly cat registrations they have already paid. That or they will look at giving up their extra cats to already overburdened animal rescue centres.	4.3 Supported. Increasing the number of cats before requiring a permit would resolve this issue. Increasing the limit on the number of cats is unlikely to effect the operations of the local law, accordingly it is suggest that Clause 2.2 (a) be amended to read "keep 7 or more cats on any premises".
4.4	Animal hoarding has been found to be a mental illness and this problem is not going to be solved by fines.	4.4 Supported however all the issues are not confined to hoarders. It also applies to "responsible" cat owners who allow their cats to stray and cause a nuisance to other residents.
4.5	There are many Carers in the Armadale area who rescue abandoned cats and kittens, feed and care for them in their own homes - at their own expense and strive to find responsible, caring owners for rehoming. Your proposed laws will make these people, who are trying to help the situation by removing unwanted cats and kittens from the streets, undergo further penalty by charging more fees for the privilege of doing the community a very helpful service.	4.5 Supported. Increasing the number of cats before requiring a permit would resolve this issue. Refer to comments at 4.3.
4.6	What is needed here is not more restrictions, but	4.6 Noted. It is agreed that education is an important aspect of this issue and is intended to be introduced however there still needs to be a fall back position should the message not get through to residents. The measures suggested all have a budgetary implication and need to be investigated further. In preparing the draft local law officers have been mindful of the need to provide a local law which will be to the benefit of all within the community. It is proposed to provide the local law within budgetary constraints whilst increasing the service levels.

	<p>education and assistance.</p> <ul style="list-style-type: none"> - once a month sterilization day for low income earners and pensioners to get their cats sterilized for a small fee - \$20.00. - The veterinary section at Murdoch University may be able to assist with either newly qualified vets or those studying veterinary science who would be overseen by a fully qualified veterinary teacher from Murdoch University to perform the sterilizations at no charge. - The money needed for things like anaesthetic and sutures could be covered by perhaps a small increase in animal registrations along with the \$20.00 fee for the service. - If this was trialled for perhaps even for twelve months, I believe we would notice a great decrease in further unwanted kittens and a much more successful way instead of further burdening owners with more large costs that can only result in more abandoned cats and kittens 	
5	<p>Objection</p> <p>5.1 Objection to restricting number of cats on the basis that dumped cats will no longer be able to be cared for or rehoused.</p>	<p>5.1 Noted. Increasing the number of cats before requiring a permit would resolve this issue.</p>
6	<p>Objection</p> <p>6.1 Hoarding is not confined to the collection of cats, and this problem in society needs to be redressed in a more positive manner other than fines and Council harassment. Community tolerance should not be compromised by the rigid possessiveness of property before the needs of residents.</p> <p>6.2 Permits for three or more cats:</p>	<p>6.1 The hoarding of animals is of particular concern as it can cause extreme suffering to those involved. A definition of an animal hoarder is: "Someone who accumulates a large number of animals; fails to provide minimal standards of nutrition, sanitation and veterinary care; and fails to act on the deteriorating condition of the animals, including disease, starvation and even death. Proposed education programme and the limitation of the number of cats imposed by this local law may address this issue.</p>

	<ul style="list-style-type: none"> - Infers that a 3 plus sterilized cat household is less responsible than a 2 cat household. - Due to size and noise 6 sterilised cats equal 2 dogs in respect to the nuisance factor. - Cats are not normally purchased but are mostly given a home after being abandoned due to the original home being unsuitable. Having to apply for a permit will deter caring people from taking the 3rd cat. - When a relative dies and there is a need to take in their cats the added stress of applying for a permit lacks compassion and offers little flexibility. - In relation to a permit, a number of cats are not dangerous to people as are dogs. - Unlike dogs cats do not bark all day when the owners are away. - Positive welfare means giving animals a life worth living. Cats cannot have a quality of life by going for a walk in a public place. - Cats confined to a prison (house) give little quality of life and it is almost impossible if the owners have young children or the owner is disabled or elderly. - Dogs and cats can kill wildlife equally if there is wildlife on their property. Eg; bandicoots, bobtail lizards, ducks, bronze wings pigeons, snakes. <p>6.3 There are hundreds of households, many who are seniors, who have between 4-6 cats and they indicate to us they will be afraid to declare the numbers and to apply for a permit. Several have lived in their homes for over 25 years and the</p>	<p>6.2 Not supported/not supported. Increasing the number of cats before requiring a permit would resolve some of these issues. In relation to the comparison between cats and dogs, although cats are generally not dangerous to people when cornered they can inflict serious injury. It is agreed that cats do not bark when their owners are away however during mating season the male cats can be just as irritating. There are many instances of cats fighting at night time which cause just as much annoyance as dogs barking. It is agreed that cats and dogs can kill wildlife equally on their property but dogs are confined to the property whereas cats are not. Refer to comments at 4.3.</p> <p>6.3 Supported. Increasing the number of cats before requiring a permit would resolve this issue.</p> <p>6.4 Not supported. If a cat is caught in a cat trap then it would be in contravention of the local law.</p> <p>6.5 Not supported. It is agreed that these individuals should be treated on a one on basis however all the issues are not confined to these certain individuals. It also applies to "responsible" cat owners who allow their cats to stray and cause a nuisance to other residents.</p> <p>6.6 Noted.</p>
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	<p>neighbourhood has changed so much they already feel intimidated. The cost of a week's pension for a permit or registration when they have already sterilised and micro chipped the cats has no fairness.</p> <p>6.4 The fear of neighbours is a real and legitimate concern when they are given power to use the Council cat traps without any redress or forewarning to neighbours. Cat traps are indiscriminate and use baits that purposely attract the cat.</p> <p>6.5 Cat Sterilisation has reported to the RSPCA WA and various Councils households who due to the excessive numbers of cats have become an animal welfare disaster. We believe management of these households on an individual basis is less intrusive on the residents of the City of Armadale and will decrease the animal suffering and potential cruelty.</p> <p>6.6 We urge Council to defer this by law, analyse the complaints to see how they can be solved under existing Council regulations. A Council by-law offers no compassion, flexibility and is very heavy handed without any logical outcome in the present or the future.</p>	
7	<p>Objection</p> <p>7.1 By adding a by-law to the State Cat Act this punishes residents who have been at their own expense and time responding to calls of abandoned cats and ended up with more than two, as traumatised cats are hard to re-home. It also means if a relative dies a cat owner with two</p>	<p>7.1 Supported. Increasing the number of cats before requiring a permit would resolve this issue.</p>

	<p>cannot take in the relative's cats without applying for a permit. The cost of registering multiple cats is often an entire week's pension.</p> <p>I urge Council to abandon this proposed cat by-law, two cat's means many cats will be left to roam the streets instead of being taken in by a responsible new owner. To achieve a positive outcome, act in a logical pro- active manner on a one to one basis.</p>	
8	<p>Objection</p> <p>8.1 Objects to adding a by-law of 2 cats per household to the State Cat Act by requiring a permit. My family has rescued many cats over the years and sometimes this has reached 3-4 cats. Cats live to 14-16 years and if we were not able to have 3 cats my youngest children would never have a kitten compared to my older children.</p>	<p>8.1 Supported. Increasing the number of cats before requiring a permit would resolve this issue.</p>
9	<p>Conditional Support</p> <p>9.1 Support areas within the district being classified as a cat prohibited area, or for a restriction placed at the time of development on the number of cats per household for high density areas. Council may require specific legislation which focuses on the peculiarities of those premises with a higher than normal number of cats to enable successful outcomes however we believe the proposed law is punishing all cat owners because of a few.</p> <p>9.2 It seems that although the Local Law 2015 has been drafted with the intention of appeasing complainants and providing a way for Council to ensure easy removal of the animals a person may have, the Local Law 2015 does not address the</p>	<p>9.1 Noted.</p> <p>9.2 Not supported/Supported. Increasing the number of cats before requiring a permit may resolve this issue however this comment does not take into account that the complainants have a right as well to have something done about nuisance cats.</p> <p>9.3 Supported. Increasing the number of cats before requiring a permit would resolve this issue. Subsidised sterilisation has a budgetary implication and would need to be investigated further however it would not form part of the local law.</p> <p>9.4 Noted.</p> <p>9.5 Noted. Animal welfare groups have provided their submissions to this proposal. An education program is intended to be implemented as an initial stage of the local laws implementation.</p> <p>9.6 Noted.</p>

	<p>fundamental problem of uncontrolled breeding and imposes an unreasonable impost on already responsible cat owning ratepayers.</p> <p>9.3 We are deeply saddened and disappointed that the City of Armadale has opted to propose Local Law 2015 that will not support and assist with the sterilisation of cats, but in effect obstructs adoption of kittens and cats by the community members.</p> <p>9.4 Request the Council delay the progress of the proposed legislation so that a thorough collation of facts can be undertaken and a full analysis of those facts can be prepared upon which an informed assessment can be made. The analysis of facts should include an accurate evaluation of the severity of impact upon residents and whether the proposed requirements actually address the issues of the core problems.</p> <p>9.5 Further we urge Council to consult with animal welfare groups and consider an education program that would modify resident's behaviours before resolving to approve a legislation that will see residents unfairly penalized.</p> <p>9.6 If Council will not defer their decision, we ask the Council to revisit the arbitrary number of 2 and agree to increase it from 2 to a reasonable 6 because as stated in the points we have listed previously, the number decided upon as the limit before a permit is required is unreasonable.</p>	
10	<p>Comment</p> <p>10.1 Law is not to be retrospective.</p> <p>10.2 Due consideration should be given in regard to the care provided (both medical and general) and the</p>	<p>10.1 Noted. The local law cannot be retrospective.</p> <p>10.2 Supported. An education program is intended to be implemented as part of the local law implementation which may assist in this regard.</p> <p>10.3 Noted. Subsidised sterilisation has a budgetary impact and needs to</p>

	<p>general wellbeing of the cat(s).</p> <p>10.3 Due consideration should be given to the past and ongoing medical treatments provided to the cat(s).</p> <p>10.4 Numbers should not be the issue it should be how well the cats are cared for by the owners, responsibility in regards to their welfare is most important.</p>	<p>be considered further however any such subsidy would not form part of the local law.</p> <p>10.4 Supported. An education program is intended to be implemented as part of the local law implementation which may assist in this regard.</p>
11	<p>Objection</p> <p>11.1 Objects to the imposition of a limit of 2 cats per household or having to apply for a permit.</p>	<p>11.1 Supported. Increasing the number of cats before requiring a permit would resolve this issue.</p>
12	<p>Objection</p> <p>12.1 Punishing responsible cat owners like myself is not the answer to the problem of irresponsible people, who don't sterilize, vaccinate and control the number they have. Why should I have to ask permission for a permit when I know that those people will still not do the right thing. I cannot afford to build an enclosure and I know of others that are in the same situation.</p>	<p>12.1 Supported. An education program is intended to be implemented as part of the local law implementation which may assist in this regard. Increasing the number of cats before requiring a permit may also resolve some of this issue.</p>
13	<p>Support</p> <p>13.1 I would like to give you my unequivocal support for the Proposed Keeping and Control of Cats in our area.</p> <p>As a cat owner I allowed my cats to be out during the day and kept indoors at night. In spite of this I saw, first hand, the terrible toll it took on the local wildlife, especially the baby bandicoots that they brought into me.</p> <p>Soon after, we built a cat enclosure that my cats can access from the house. Life has changed for my cats, no doubt, but they are also safe, not annoying my neighbours, soiling the earth and</p>	<p>13.1 Noted.</p>

	<p>terrorising wildlife. It is also more work for me. Litter trays have to be used however, every time I clean them out I remind myself their mess is not in the garden where it could harm native animals (Toxoplasmosis).</p> <p>All was going so well and we became interested in nocturnal wildlife activity on our property so purchased a night vision camera. We were dismayed to see our property is a major attraction to neighbourhood cats that are not kept indoors at night.</p> <p>Most people who object to these proposals are cat owners who do not want to control their cats. They have blinkers on when it comes to the harm their cats cause. They say their cats live in "harmony" with the wildlife. How would they know? They do not know where their cats are most of the time! It does not cost "thousands" to build a cat enclosure. Do these people think how much it costs wildlife hospitals to treat and care for the victims of cat attacks? There is a big picture that these people, who object to these proposals, are just not seeing.</p>	
14	<p>Support</p> <p>14.1 I wish to add my support to bringing the proposed cat law above into action.</p> <p>I have lived on a 3000 sqm block in Roleystone since 1978 and have seen first-hand the devastation and decline of many of our native birds and animals due in large part to increasing numbers of cats. No deterrent put in place can stop these animals from entering your property, stalking wildlife and depositing foul smelling urine</p>	14.1 Noted.

	and faecal matter. In addition the noisy cat fights at night are a real annoyance and disturbing to sleep. I have no issue with cats when kept under control on their owner's property but unfortunately most cat owners seem to believe their animals have a right to roam at will.	
15	Objection 15.1 I don't agree with a need for the stricter laws. A survey funded study in 2010 by Murdoch University Lecturer, Maggie Lillith conducted on the council's behalf showed there is an ongoing decrease of cat ownership within the Armadale Shire and that cats had little impact on wildlife in the area. By far the biggest threat being from loss of habitat and food due to land clearing for development.	15.1 Not supported. This local law has broader implications than just the killing of wildlife as there is still the issue of nuisance being caused to other residents. Reduction in cat numbers doesn't prevent a nuisance from occurring. There is an obvious concern that cats both domestic and feral are contributing to the decline of fauna in our natural bushland. This is accompanied by the number of cats in the community, specifically by the number of cats being kept by individuals.
16	Objection 16.1 This law will impact on the people who take action in the community by homing abandoned cats off the street. More needs to be done about the people who are killing cats and the renters who leave cats behind, unsterilized to cause problems for others A permit would mean I will never be able to give my young grand-children their big wish, a kitten, as the parents already have two sterilised cats and they could never afford a permit.	16.1 Supported. Increasing the number of cats before requiring a permit would resolve some of these issues. An education program is intended to be implemented as part of the local law implementation which may assist in this regard as well.
17	Objection 17.1 Rather than introduce new legislation make owners more accountable. The proposed local law will only deter and punish those who have opened their homes to save homeless, abused and	17.1 Supported/Not supported. Increasing the number of cats before requiring a permit would resolve some of these issues. An education program is intended to be implemented as part of the local law implementation which may assist in this regard. How do you make owners more accountable? An education program

	abandoned cats which would otherwise be killed.	is a good method however there are still elements within the district where this will still have no effect so there still has to be a fall-back position.
18	<p>Conditional Support</p> <p>18.1 I think that it is important that the draft local law be amended to address the requirements of Animal Rescue groups and their foster carers. There are a number of incorporated animal rescue organisations within Perth. If foster caring of cats is not allowed under the Local Law then animal rescue groups will not be able to take in many stray or impounded cats. As a result we will see significantly increased numbers of dumped cats, lower sterilization rates and an increase in feral cat problems. Council's will also not have anywhere for impounded cats to go and the number of cats needing to be euthanized by Council will increase significantly.</p> <p>18.2 I recommend that the following modifications be made to the City of Armadale's Proposed Keeping and Control of Cats Local Law 2015:</p> <p>Adding to Part 1 Section 1.3 Definitions:</p> <p><i>"Animal Welfare Organisation" a not for profit animal welfare organization (eg SAFE, Animal Protection Society, Perth Rescue Angels etc) that is incorporated in accordance with the Western Australian Associations Incorporation Act 1987.</i></p> <p>Adding a part (f) to 2.2 (2) in regard to foster carers registered under an Animal Welfare</p>	<p>18.1 Support/Not support. It is agreed that as it stands the local law may impact on the number of cats dumped, lower sterilisation rates and increase in feral cats however increasing the number of cats before requiring a permit may resolve some of the issues. The City has a cat management facility so the comment regarding Council having nowhere for impounded cats to go is not relevant. The possible increase in cats that need to be euthanased is not seen as a significant issue as we currently undertake this process anyway.</p> <p>18.2 Supported. Suggest including the following in 1.3 Definitions</p> <p><i>"Animal Welfare Organization" means a not for profit animal welfare organization incorporated in accordance with the Western Australian Associations Incorporation Act 1987.</i></p>

	<p>Organisation not being required to obtain a permit for the keeping cats above the maximum exempted number allowed for under the draft Local Law as follows:</p> <p>“(f) Premises used for the fostering of Cats that are under the care of an Animal Welfare Organisation where:</p> <ul style="list-style-type: none"> i) the occupier of the premise is formally registered and approved as a foster carer by that Animal Welfare Organisation; ii) when not under the control of a person, the Cats are at all times contained within a building or within a secure outdoor cat enclosure; and iii) the Cats are microchipped and sterilised (except a cat that is pregnant or feeding kittens)”. 	
19	<p>Objection</p> <p>19.1 This by law appears to be targeting people who own more than 2 cats rather than trying to prevent the dumping of cats along Albany Highway and industrial sites. Very cheap sterilisation and free micro chipping would be more pro-active and have a better outcome than permits punishing the rescuers.</p>	<p>19.1 Supported. Increasing the number of cats before requiring a permit would resolve some of these issues. An education program is intended to be implemented as part of the local law implementation which may assist in this regard as well.</p>
20	<p>Support</p> <p>20.1 Thank you so much for your proposal to change the law regarding the ownership of cats. If nothing is done certain Wildlife will be extinct in the foreseeable future.</p>	<p>20.1 Noted.</p>

	<p>As a Wildlife carer, volunteering at a Wildlife hospital in the Perth Hills and home carer for Bandicoots/ Quendas, I read your proposal with great interest.</p> <p>I see first hand, every day, the damage domestic cats can cause. The injuries sustained can be horrific and are often deadly. Not to mention feral cats, who were domestic cats earlier in their life. There is NO such thing as a cat that will not attack small native animals, contrary to their owners beliefs.</p>	
21	<p>Support</p> <p>21.1 I applaud and support the council for taking some action on the control of cats and giving me the opportunity to share some thoughts on this matter.</p> <p>As a wildlife carer of some 15 years I have seen the damage caused to our wildlife at first hand. A substantial amount of admissions to the hospital where I work are cat attack victims – mainly small birds and baby bandicoots. However these admissions would only be a fraction of the destruction that goes on every day as the patients that I see were lucky enough to be rescued or found by a member of the public. Living in the hills I have seen quite a decrease in some species of birds on my block in the last few years due to various environmental factors but cats don't help the situation.</p>	21.1 Noted.
22	<p>Objection</p> <p>22.1 The laws are unnecessarily restrictive and arbitrary, when cats generally pose no significant</p>	22.1 Supported/Not supported. Increasing the number of cats before requiring a permit may resolve this issue. There is nothing to suggest that cats do not impact on the quality of life of people. Cat fights and

	<p>threat to people's quality of life or safety. Cats confer a great benefit to their owners, a significant number of whom are elderly or disabled and find cats a relatively low maintenance pet. Unnecessarily restrictive laws such as those being proposed here cause a great deal of stress for such people and this is often overlooked by law makers.</p>	
22.2	<p>The other issue is that Council's limited resources are drained by imposing and policing these unnecessary laws. In my experience those resources are already inadequate to police other laws (eg dog laws) relating to matters that have FAR more impact on people's quality of life in the City of Armadale.</p>	<p>defecation on other people's property do impact.</p>
22.3	<p>It is unreasonable to assume that cats will have a negative impact on surrounding property owners just because 3 cats are kept on 'any premises' (including rural and industrial zones!). The potential impact is not going to be the same from a 400m2 block in a built up area as from a one hectare of greater block in a rural area. Cats do not generally roam far from their home so would be unlikely to even cross the property boundary even if allowed outdoors unrestricted on larger lots. I note that the First Schedule of the Local Laws pertaining to dogs allows for 4 dogs on land of 1 hectare of greater.</p>	<p>22.2 Supported. However residents expect that such issues will be dealt with. Essentially the local law has been drafted to address two primary issues it is agreed that to extend cat control beyond these items would impose a considerable number of administrative and operational issues, and cost to the ratepayers. It is crucial in the introduction of a local law for the control of cats that the importance of the cat as a valuable companion animal must be recognised, the responsibilities of a cat owner must be clearly defined and control measures must be cat friendly.</p>
22.4	<p>Clause 2.3 - why are the plans of the premises required? There seems to be no rationale behind this and it makes things even harder for the person required to make an application. There</p>	<p>22.3 Not supported. Cats do wander from their property and do cause issues for surrounding property owners as highlighted in some of the submissions. Increasing the number of cats before requiring a permit may resolve this issue.</p>
		<p>22.4 Not supported. All structures need to be constructed in such a manner as to enable officers to determine whether it is capable of confining cats. There is no requirement for an applicant to provide any such plans to neighbours as part of the application process.</p>
		<p>22.5 Not supported. This clause is in place to ensure applicants know exactly what they are required to do to obtain a permit. It is not refusing a permit merely refusing to deal with an application until all the information has been provided.</p>
		<p>22.6 Not supported. All those matters listed do impact on whether a permit should be granted or not. It is not saying that every one of these must be complied with but merely that these may be taken into consideration. Every application has their own circumstances and each is to be considered individually.</p>
		<p>22.7 Supported.</p>
		<p>22.8 Supported. Increasing the number of cats before requiring a permit may resolve this this issue.</p>
		<p>22.9 Supported. Increasing the number of cats before requiring a permit</p>

	<p>could also be privacy concerns if the application has to be approved by neighbours.</p> <p>22.5 Clause 2.4 -The application should NOT be refused if it is not quite in the right form! The person must be advised what they need to do until all relevant information is obtained.</p> <p>22.6 Clause 2.5 (the list of grounds on which Council may REFUSE an application for keeping more than two cats) is so extensive that it means in reality any application can be refused. The list are matters that are more properly considered in a change of land use under the Planning Scheme, say opening a corner shop in a residential zone. Keeping 3 cats is hardly of such magnitude that it presents a change in the use of land from keeping 2 cats, and would not be considered as such by any reasonable person.</p> <p>22.7 In Clause 2.5 "the physical suitability of the premises for the proposed use;" is one example of the vague things to be considered. What would be an unsuitable premises? This gives no guidance to the applicant as to what is required, and it is effectively left open to Council to refuse any application as they could cite anything as physically 'unsuitable'.</p> <p>22.8 Clause 2.7, one of the REQUIRED conditions in all cases is "each cat shall be contained on the premises unless under the effective control of a person;" is again an unnecessary imposition as a mandatory requirement in all cases. In particular, on larger properties cats would not roam as far as neighbouring properties (typically no more</p>	<p>may resolve this this issue.</p> <p>22.10 Not supported. The legislation cannot be retrospective. For those who have complied with existing legislation information is available to determine whether they have complied prior to the introduction of the local law or after.</p> <p>22.11 Not supported. This prohibition has been incorporated into the Environment, Animals and Nuisance Local Law since July 2012 so is nothing new.</p> <p>22.12 Not supported. If you look in the context of considering if a cat is a threat to a natural area then the question is asked "Is the area protected for flora and fauna" (read: is it a conservation area for flora and in turn therefor a conservation area for fauna?). In this context it is appropriate to use the terms together. If an area has flora values it would, by assumption, have fauna values too – of which a cat can threaten.</p> <p>22.13 Noted.</p>
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	<p>than 100 metres from the house) and in all cases they spend most of their time at home*. On smaller properties, just because a person owns 3 cats does NOT automatically mean they are causing problems for neighbours and must be permanently confined. There is a substantial cost involved in constructing cat proof enclosures, even for small ones which are in any case too small to provide sufficient exercise for the cat.</p> <p>22.9 Again, you are automatically penalising people who in many cases are doing the RIGHT thing by eg taking in older cats and ensuring they are desexed and well cared for, and keeping them indoors as much as possible.</p> <p>22.10 There does not APPEAR to be any formal mechanism where people ALREADY having 3 or more cats are exempted from making an application for special permission? Again, this would punish those who have complied with the law and obtained registration for their cats! (as they would be easily identified as having more than 2 cats in contrast to people who haven't registered their cats). It is implied on the website that people who already have more than 2 cats won't be impacted, but in reality that is a piece of text that could be removed at any time, it is not law, and doesn't provide any assurances.</p> <p>22.11 In regard to Part 3 Cat Prohibited Areas it appears that this proposes to go further than the current prohibition on KEEPING a cat in the Waterwheel Road subdivision to making it an offence for any other person's cat to go into that</p>	
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	<p>or any other future specified area. This is unnecessary and imposes an unreasonable restriction on owners in the adjoining area, who may not even be aware of the prohibition.</p> <p>22.12 It is completely inappropriate to include consideration of 'flora' in the things to be considered in Clause 3.1, and the other broad catch-all environmental references. The ONLY possible relevant matters on conservation grounds would be the presence of threatened species that are KNOWN to be preyed on by cats. The current wording allows for ridiculous decisions to be made. How would cats impact on flora of significance, except to assist by preying on rabbits?</p> <p>22.13 I do NOT support cat prohibited areas as it cannot be assumed that cats are having a negative impact on native species.</p>	
23	<p>Objection</p> <p>23.1 I would like to object to Council's proposed act. The State's 2011 legislation imposed an unfair burden on cat owners who had already sterilised their pets, forcing them to pay a further fee for microchipping (usually plus a consultation fee for the vet) and also registration. This is a substantial amount for most pensioners and low income families and many who complied will have done so at the cost of some hardship. Now Council is preparing a further imposition. Armadale has a fair proportion of low income and single parent families.</p> <p>23.2 Any family with children cannot guarantee to</p>	<p>23.1 Supported. Increasing the number of cats before requiring a permit may resolve this this issue.</p> <p>23.2 Supported. Increasing the number of cats before requiring a permit may resolve this this issue.</p> <p>23.3 Not supported. It is agreed that legislation may not resolve certain cases however not all issues relate to irresponsible owners as there are other instances where responsible owners cats have been the cause of angst to residents. An education program is intended to be implemented as part of the local law implementation which will assist in this regard. There still needs to be some mechanism for redress.</p>

	<p>keep an animal constantly indoors, so basically you are denying these people the opportunity to own a cat at all. It is going to result in even more dumped cats (as did the State legislation).</p> <p>23.3 Without a doubt there are a small number of irresponsible cat owners, but legislation will not change this, they will simply ignore any laws that do not suit them, as they do everything else in life.</p> <p>The people who will suffer under these laws will as usual be the decent law-abiding folk.</p>	
24	<p>Conditional Support</p> <p>24.1 Surely it's not about the amount of cats you have but the health and welfare of the animals. I do agree on limitations but it depends on the circumstances. For instance the dumping of cats and people have been big hearted and taken them in instead of taking them in to be put down. If these people have been responsible, got them chipped/sterilised at their expense (doing the righty) then I can't see any problem. Again it's about the animal's wellbeing at the end of the day.</p>	<p>24.1 Supported. Increasing the number of cats before requiring a permit may resolve this this issue.</p>
25	<p>Conditional Support</p> <p>25.1 Seeking assurance that officers will not be barging onto the property and taking any cats if they are not enclosed, because the problem I believe is that it's always the easy target, i.e. the responsible owner that gets pinged. It is not right to make some people so worried. Owners should be assured that cats can be outside free in their own garden with their owners without fear of</p>	<p>25.1 Not supported. Provided the cats are confined to the premises there is no issue. Increasing the number of cats before requiring a permit may resolve this this issue.</p> <p>25.2 Noted.</p> <p>25.3 Noted.</p> <p>25.4 Noted.</p> <p>25.5 Noted.</p>

	<p>prosecution.</p> <p>25.2 Responsible owners, as well as providing food and care, sterilise and microchip their animals and when they are not around should keep them in an enclosed environment.</p> <p>25.3 Perhaps there could be some proposals, ideas, made available on how to construct simple and inexpensive enclosures for cats: there may be local groups willing to help construct them. There must be some way to assure and assist such owners.</p> <p>25.4 Not having domestic animals of my own, I appreciate the existing cat laws in that they afford some protection for the local wildlife and as in many areas less caterwauling is heard at night I think they are having effect.</p> <p>25.5 However, I do agree that there are now many other greater dangers, such as loss of animal habitat and other more important issues, such as street safety, and we should be careful not to over legislate on a matter which has been dealt with and has rules which are already difficult to administrate.</p>	
26	<p>Objection</p> <p>26.1 The permit infers that a 3 plus sterilized cat household are less responsible than a 2 cats per household. The facts don't support this.</p> <p>26.2 Cats are frequently given a home after being abandoned. Having to apply for a permit will deter caring people from taking the 3rd cat. This 3rd cat with the cost of sterilisation and at least \$25 per week in food etc for 17 years adds to the</p>	<p>26.1 Supported.</p> <p>26.2 Supported. Increasing the number of cats before requiring a permit may resolve this this issue.</p> <p>26.3 Supported although one thinks that these circumstances are minimal.</p> <p>26.4 Not supported. This may be true however it is rare that packs of dogs are found roaming as there are more stringent requirements on their confinement.</p> <p>26.5 Not supported. There are many instances of noise created by cat</p>

	economy of local businesses compared to a once only \$25 cost for Council to remove and euthanise the cat.		fighting and during mating season.
26.3	When a relative dies and there is a need to take in their cats the added stress of applying for a permit lacks compassion and offers little flexibility. The human factor is missing.	26.6	Noted. This will require amendments to the Fencing Local Law.
26.4	A large number of cats are not dangerous to people as are a pack of dogs.	26.7	Supported. However it is not just the wildlife on their own property that is the issue. Cats do roam from their property and as such there is a greater possibility to kill wildlife in other areas.
26.5	Unlike dogs they do not bark all day when the owners are away.	26.8	Noted.
26.6	Cats cannot be confined under the current fencing laws that are financed between adjoining properties. To give residents equality, 1 metre wire fencing on top of the standard fencing should be allowed at shared cost between residents.	26.9	Supported. Increasing the number of cats before requiring a permit may resolve this this issue.
26.7	Dogs and cats can kill wildlife equally if there is wildlife on their property. Eg; bandicoots, bobtail lizards, ducks, bronze wings pigeons, snakes.	26.10	Not supported. Upon a complaint, further investigations will be undertaken and if found vexatious or there is no proof no further action will be taken. If a cat is caught in a cat trap then it would be in contravention of the local law.
26.8	The biggest predator of all is of course the human being, as recent news report of ten wombats being run over 'for fun' indicates.	26.11	Supported. It would be hoped that an education program run in conjunction with the implementation of the local law may address this issue.
26.9	Many pensioners have more than the two prescribed cats and have lived in their homes for over 25 years and the neighbourhood has changed so much they already feel intimidated. The cost of a week's pension for a permit or registration when they have already sterilised and micro chipped the cats has no fairness.	26.12	Supported. Introducing subsidised sterilisation fees would have a budgetary impact and would need to be considered further. Increasing the number of cats before requiring a permit may resolve this this issue. Sterilisation need not be included in this process as Council has the ability to do this without local laws.
26.10	The fear of neighbours is a real and legitimate concern when they are given power to use the	26.13	Supported. Increasing the number of cats before requiring a permit may resolve this this issue.
		26.14	Noted.

	<p>Council cat traps without any redress or forewarning to neighbour. Now additionally they have the power to report so called 'nuisance' cats without any requirement for proof. How easy to use this provision for their own ends, such as retaliating against a disliked neighbour.</p> <p>26.11 The 10% of cat owners who do not automatically sterilise their cat before the breeding cycle are hard to reach as many are dysfunctional in society or have severe financial issues. They cannot be reached by local or state legislation.</p> <p>26.12 Cat Sterilization society have said that offer of \$50 off the RRP is doomed to fail as this section of the community cannot afford the \$250 sterilisation/micro chipping fee up front and then wait to claim the subsidy. As someone who has been a volunteer for the society I agree. These are people who live hand to mouth and do not have the intellectual capacity to seek out solutions.</p> <p>26.13 Further enacting local regulations will increase this problem of cat abandonment as the scope to re home cats will decrease even further.</p> <p>26.14 I urge Council to defer this by law, analyse the complaints to see how they can be solved under existing Council regulations. A Council by-law offers no compassion, flexibility and is very heavy handed without any logical outcome in the present or the future.</p>	
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Local Government Act 1995

Cat Act 2011

City of Armadale

Cat Local Law 2022

Under the powers conferred by the *Local Government Act 1995*, the *Cat Act 2011* and under all other powers enabling it, the Council of the City of Armadale resolved on XX to make the following local law.

PART 1 – PRELIMINARY

1.1 Citation

This local law may be cited as the *City of Armadale Cat Local Law 2022*.

1.2 Commencement

This local law comes into operation 14 days after the date of its publication in the *Government Gazette*.

1.3 Application

This local law applies throughout the district.

1.4 Terms Used

In this local law unless the context otherwise requires —

Act means the *Cat Act 2011*;

authorised person means a person appointed by the local government to perform all or any of the functions conferred on an authorised person under this local law;

cat means an animal of the species *felis catus* or a hybrid of that species;

cat management facility has the meaning given to it in the Act;

CEO means the Chief Executive Officer of the local government;

Council means the Council of the local government;

district means the district of the local government;

local government means the City of Armadale;

nuisance means —

- (a) an activity or condition which is harmful or annoying and which gives rise to legal liability in the tort of public or private nuisance at law;
- (b) an unreasonable interference with the use and enjoyment of a person of his or her ownership or occupation of land;
- (c) interference which causes material damage to land or other property on the land affected by the interference;

Notice means a Cat Control Notice issued under section 26 of the Act;

owner has the meaning given to it in the Act;

public place has the meaning given to it in the Act;

Schedule means a Schedule to this local law;

PART 2—CAT CONTROL

2.1 Cats in Public Places

- (1) A cat shall not be permitted in a public place, if in the opinion of an authorised person, the cat is causing a nuisance.
- (2) If a cat is at any time in a public place in contravention of subclause (1)—
 - (a) the owner of the cat commits an offence; and
 - (b) an authorised person may seize and impound the cat and deal with the cat pursuant to the Act.

2.2 Cats in Other Places

- (1) A cat shall not be in any place that is not a public place if—
 - (a) consent to it being there has not been given by the occupier, or a person authorised to consent on behalf of the occupier; and/or
 - (b) the cat, in the opinion of an authorised person, is causing a nuisance.
- (2) If a cat is at any time in a place in contravention of subclause (1)—
 - (a) the owner of the cat commits an offence; and
 - (b) an authorised person may seize and impound the cat and deal with the cat pursuant to the Act.

2.3 Cat in Prohibited Areas

- (1) A cat shall not be in any Cat Prohibited Area as identified in Schedule 3.
- (2) If a cat is at any time in a place in contravention of subclause (1)—
 - (a) the owner of the cat commits an offence; and
 - (b) an authorised person may seize and impound the cat and deal with the cat pursuant to the Act.

2.4 Cat Nuisance

- (1) The owner of a cat, or any other person responsible for a cat, shall not allow the cat to create a nuisance.
- (2) Where, in the opinion of an authorised person, a cat is creating a nuisance, the local government may give a Notice to the owner of the cat or any other person in control of the cat, requiring that person to abate the nuisance.
- (3) When a nuisance has occurred and a Notice is given, the Notice remains in force for the period specified by the local government on the Notice which shall not exceed 6 months from the date of the Notice.
- (4) A person given a Notice shall comply with the Notice within the period specified in the notice.
- (5) If the owner fails to comply with a Notice, then —
 - (a) the owner of the cat commits an offence; and
 - (b) an authorised person may seize and impound the cat and deal with the cat pursuant to the Act.

PART 3—CAT PROHIBITED AREAS

3.1 Designation of Cat Prohibited Areas

- (1) The local government may designate land as a Cat Prohibited Area by stating a description of the land in Schedule 3.
- (2) In determining land as a Cat Prohibited Area for the purposes of subclause (1), the local government may have regard to—
 - (a) the nature of the flora and fauna on the land;
 - (b) whether the land has been recognised by any authority as having flora or fauna of local, regional or state significance;

- (c) whether it is land to which section 5 of the *Conservation and Land Management Act 1984* applies;
 - (d) whether the land is declared as an 'Environmentally Sensitive Area' under the *Environmental Protection Act 1986*; or
 - (e) whether the land is near another area considered to be environmentally significant.
- (3) In designating land for the purpose of section 3.1 the Local Government shall have regard to clause 2.1.

PART 4—IMPOUNDING OF CATS

4.1 Cat Management Facility

- (1) The local government may establish and maintain a cat management facility or facilities, managed by an authorised person for the impounding of cats and the subsequent management of those cats under this local law.
- (2) The local government may determine from time to time—
 - (a) the times when a cat management facility will be open for the reception and release of cats; and
 - (b) times for the sale of cats from the facility.
- (3) An authorised person, referred to in subclause (1), is to be in attendance at the facility for the release of impounded cats at the times and on the days of the week that the facility is open to the public.

4.2 Impounding Register

- (1) The local government is to keep a register that records the impoundment of each cat.
- (2) The register is to contain the following information about each impounded cat—
 - (a) if known, the breed and sex of the cat;
 - (b) the colour, distinguishing markings and features of the cat;
 - (c) if known, the name and address of the owner;
 - (d) the date, time and location of seizure and impounding;
 - (e) the particulars of the authorised person who impounded the cat and, if applicable, the person who delivered a cat for impounding;
 - (f) the reason for the impounding;

- (g) a note of any direction made by an authorised person under clause 2.4(2) relating to the cat; and
 - (h) the date of the sale, release or destruction of the cat.
- (3) The register is to be available for inspection by the public.

4.3 Charges and Costs

The following are to be imposed and determined by the local government under sections 6.16 to 6.19 of the *Local Government Act 1995*—

- (a) the charges to be levied under section 31 of the Act relating to the seizure, impounding, caring, microchipping, sterilisation or destruction/disposal of a cat; and
- (b) the additional fee payable under section 31 of the Act where a cat is released or sold at a time or on a day other than those determined under clause 4.1(2).

4.4 Release of Impounded Cats

- (1) A claim for the release of a cat seized and impounded is to be made to the authorised person referred to in clause 4.1(1).
- (2) The authorised person referred to in clause 4.1(1) is not to release a cat seized and impounded to any person unless that person has produced, to their satisfaction, evidence—
 - (a) of his or her ownership of the cat or of his or her authority to take delivery of it; or
 - (b) that he or she is the person identified as the owner on a microchip implanted in the cat; or
 - (c) of proof of registration of the cat in accordance with the Act.
- (3) A cat may not be released from a cat management facility operated by the local government until all applicable fees have been paid and the cat is registered and microchipped in accordance with the Act.
- (4) The CEO may waive fees required to be paid under subclause (3).
- (5) Subclause (3) does not apply to an authorised person acting in the course of their duties.

PART 5—MISCELLANEOUS

5.1 Giving of a Notice

A Notice given under this local law may be given to a person—

- (a) personally;
- (b) by mail, physical or electronic means, addressed to the person; or
- (c) by leaving it for the person at her or his address.

5.2 Content of a Notice

The contents of a Notice given under clause 5.1 can be—

- (a) ascertained from the person directly;
- (b) recorded by the local government under the Act; or
- (c) ascertained from enquiries made by the local government.

PART 6 — OFFENCES AND PENALTIES

6.1 Offences

- (1) Any person who fails to do anything required or directed to be done under this local law, or who does anything which under this local law that person is prohibited from doing, commits an offence.
- (2) Any person who commits an offence under this local law is liable, on conviction, to a penalty not exceeding \$5000, and if the offence is of a continuing nature, to an additional penalty not exceeding \$500 for each day or part of a day during which the offence has continued.

6.2 Prescribed Offences

- (1) An offence against a clause specified in Schedule 2 is a prescribed offence for the purposes of section 84 of the Act.
- (2) The amount appearing directly opposite each such offence is the modified penalty in relation to that offence.

6.3 Forms

- (1) The issue of infringement notices, their withdrawal and the payment of modified penalties are dealt with in Division 4 of Part 4 of the Act.

- (2) An infringement notice given under section 62 of the Act is to be in the form of Form 6 of Schedule 1 of the *Cat Regulations 2012*.
- (3) A notice sent under section 65 of the Act withdrawing an infringement notice is to be in the form of Form 7 of Schedule 1 of the *Cat Regulations 2012*.

Schedule 1
PRESCRIBED OFFENCES

[Clause 6.2]

Item	Clause	Description	Modified Penalty
1	2.1(2)(a)	Cat causing a nuisance in a public place	\$200
2	2.2(2)(a)	Cat in a place that is not a public place without consent and/or is causing a nuisance	\$200
3	2.3(2)(a)	Cat in prohibited area	\$200
4	2.4(5)(a)	Failure to comply with a Notice	\$200

Schedule 2
CAT PROHIBITED AREAS

[Clause 3.1]

Property Description	Reserve No.	Suburb
Armadale Settlers Common (including ecological corridors)	R4127, R51797, R48887, R47394, R47977, R45929, R46515.	Bedforddale
Bungendore Park	R4561	Bedforddale
Fletcher Park	R14217	Armadale
Lloyd Hughes Park	R6468	Kelmscott
Roley Pools	R28353	Roleystone

Dated the _____ day of _____ 2023.

The Common Seal of the City of Armadale was affixed by authority of a resolution of the Council in the presence of:

Ruth Butterfield

MAYOR

Joanne Abbiss

CHIEF EXECUTIVE OFFICER

Local Government Act 1995

Cat Act 2011

City of Armadale

Cat Local Law 2022

Under the powers conferred by the *Local Government Act 1995*, the *Cat Act 2011* and under all other powers enabling it, the Council of the City of Armadale resolved on XX to make the following local law.

PART 1 – PRELIMINARY

1.1 Citation

This local law may be cited as the *City of Armadale Cat Local Law 2022*.

1.2 Commencement

This local law comes into operation 14 days after the date of its publication in the *Government Gazette*.

1.3 Application

This local law applies throughout the district.

1.4 Terms Used

In this local law unless the context otherwise requires —

Act means the *Cat Act 2011*;

applicant means the occupier of the premises who makes an application for a permit under this local law;

approved cat breeder has the meaning given to it in the Act;

authorised person means a person appointed by the local government to perform all or any of the functions conferred on an authorised person under this local law;

cat means an animal of the species *felis catus* or a hybrid of that species;

cat management facility has the meaning given to it in the Act;

cattery means any premises where 3 or more cats are boarded, housed or trained temporarily, usually for profit, and where the occupier of the premises is not the ordinary owner of the cats;

CEO means the Chief Executive Officer of the local government;

Council means the Council of the local government;

district means the district of the local government;

effective control in relation to a cat means any of the following methods—

- (a) the cat is held by a person who is capable of controlling the cat;
- (b) the cat is secured in a cage; or
- (c) any other means of preventing escape of the cat.

group dwelling (commonly referred to as a duplex, villa or townhouse) means a dwelling that is one of a group of two or more dwellings on the same lot such that no dwelling is placed wholly or partly vertically above or below the other, except where special conditions of landscape or topography dictate otherwise, and includes a dwelling on a survey strata with common property;

local government means the City of Armadale;

multiple dwelling (often called a flat, apartment or unit) meaning a dwelling in a group of more than 1 dwelling on a lot where any part of a dwelling is vertically above part of any other but—

- (a) does not include a group dwelling; and
- (b) includes any dwellings above the ground floor in a mixed use development;

nuisance means —

- (a) an activity or condition which is harmful or annoying and which gives rise to legal liability in the tort of public or private nuisance at law;
- (b) an unreasonable interference with the use and enjoyment of a person of his or her ownership or occupation of land;
- (c) interference which causes material damage to land or other property on the land affected by the interference;

Notice means a Cat Control Notice issued under section 26 of the Act;

owner has the meaning given to it in the Act;

permit means a permit issued by the local government under Part 4;

permit holder means a person who holds a valid permit issued under Part 4;

pet shop means a shop or place used for the conduct of a business, in the course of which an animal is kept for the purposes of sale;

premises has the meaning given to it in the Act;

public place has the meaning given to it in the Act;

Schedule means a Schedule to this local law;

Scheme means a town planning scheme of the local government made by it under the *Planning and Development Act 2005* and its antecedents;

single dwelling means a house that stands alone on its own parcel of land.

PART 2—CAT CONTROL

2.1 Cats in Public Places

- (1) A cat shall not be permitted in a public place, if in the opinion of an authorised person, the cat is causing a nuisance.
- (2) If a cat is at any time in a public place in contravention of subclause (1)—
 - (a) the owner of the cat commits an offence; and
 - (b) an authorised person may seize and impound the cat and deal with the cat pursuant to the Act.

2.2 Cats in Other Places

- (1) A cat shall not be in any place that is not a public place if—
 - (a) consent to it being there has not been given by the occupier, or a person authorised to consent on behalf of the occupier; and/or
 - (b) the cat, in the opinion of an authorised person, is causing a nuisance.
- (2) If a cat is at any time in a place in contravention of subclause (1)—
 - (a) the owner of the cat commits an offence; and
 - (b) an authorised person may seize and impound the cat and deal with the cat pursuant to the Act.

2.3 Cat in Prohibited Areas

- (1) A cat shall not be in any Cat Prohibited Area as identified in Schedule 3.

- (2) If a cat is at any time in a place in contravention of subclause (1)—
 - (a) the owner of the cat commits an offence; and
 - (b) an authorised person may seize and impound the cat and deal with the cat pursuant to the Act.

2.4 Cat Nuisance

- (1) The owner of a cat, or any other person responsible for a cat, shall not allow the cat to create a nuisance.
- (2) Where, in the opinion of an authorised person, a cat is creating a nuisance, the local government may give a Notice to the owner of the cat or any other person in control of the cat, requiring that person to abate the nuisance.
- (3) When a nuisance has occurred and a Notice is given, the Notice remains in force for the period specified by the local government on the Notice which shall not exceed 6 months from the date of the Notice.
- (4) A person given a Notice shall comply with the Notice within the period specified in the notice.
- (5) If the owner fails to comply with a Notice, then —
 - (a) the owner of the cat commits an offence; and
 - (b) an authorised person may seize and impound the cat and deal with the cat pursuant to the Act.

PART 3—CAT PROHIBITED AREAS

3.1 Designation of Cat Prohibited Areas

- (1) The local government may designate land as a Cat Prohibited Area by stating a description of the land in Schedule 3.
- (2) In determining land as a Cat Prohibited Area for the purposes of subclause (1), the local government may have regard to—
 - (a) the nature of the flora and fauna on the land;
 - (b) whether the land has been recognised by any authority as having flora or fauna of local, regional or state significance;
 - (c) whether it is land to which section 5 of the *Conservation and Land Management Act 1984* applies;

- (d) whether the land is declared as an 'Environmentally Sensitive Area' under the *Environmental Protection Act 1986*; or
 - (e) whether the land is near another area considered to be environmentally significant.
- (3) In designating land for the purpose of section 3.1 the Local Government shall have regard to clause 2.1.

PART 4—PERMITS FOR KEEPING CATS

4.1 Interpretation

For the purposes of applying this Part, a **cat** does not include a cat less than 6 months old.

4.2 Cats for Which a Permit is Required

- (1) Subject to subclause (2) a person is required to have a permit to—
 - (a) keep 3 cats or more on any premises;
 - (b) be an approved cat breeder; or
 - (c) use any premises as a cattery.
- (2) A permit is not required under subclause (1) if the premises concerned are—
 - (a) a cat management facility operated by a body prescribed as a cat management facility operator under the *Cat Regulations 2012*;
 - (b) a cat management facility operated by the local government;
 - (c) a veterinary clinic or veterinary hospital as defined under section 2 of the *Veterinary Surgeons Act 1960*, but only in relation to cats kept on those premises for treatment; or
 - (d) a pet shop.
- (3) If the owner fails to obtain a permit under clause 4.2(1), then —
 - (a) the owner of the cat commits an offence; and
 - (b) an authorised person may seize and impound the cat and deal with the cat pursuant to the Act.

4.3 Transitional Provisions

Where an owner has 3 or more cats on their premises, registered in accordance with the Act, prior to this local law coming into operation they are not required to have a permit; however they will not substitute or replace any cat (in excess of 2 cats) once that cat—

- (a) dies: or
- (b) is permanently removed from the premises.

4.4 Application for Permit

An application for a permit under clause 4.2 shall include but may not be limited to the following —

- (a) made in writing by an occupier of either a single or multiple dwelling or premises in relation to that single or multiple dwelling or premises;
- (b) in a form approved by the local government, describing and specifying the number of cats to be kept at the single or multiple dwelling or on the premises;
- (c) accompanied by justification for the request;
- (d) accompanied by the plans of the single or multiple dwelling or premises to which the application relates, to the specification and satisfaction of the local government;
- (e) accompanied by the consent in writing of the owner of the single or multiple dwelling or premises, where the occupier is not the owner of the single or multiple dwelling or premises to which the application relates;
- (f) accompanied by the application fee for the permit determined by the local government from time to time; and
- (g) accompanied by written evidence that either the applicant or another person who will have charge of the cats, will reside at the single or multiple dwelling or on the premises or, in the opinion of the local government, sufficiently close to the single or multiple dwelling or premises so as to maintain effective control of the cats and ensure their health and welfare.

4.5 Refusal to Determine Application

The local government may not determine an application for a permit if it is not made in accordance with clause 4.4.

4.6 Factors Relevant to Determination of Application

- (1) In determining an application for a permit the local government may have regard to—
 - (a) the reasons and justification provided for the request;
 - (b) the physical suitability of the premises for the proposed use;
 - (c) the suitability of the zoning of the premises under any Scheme which applies to the premises for the use;
 - (d) the environmental sensitivity and general nature of the location surrounding the premises for the proposed use;

- (e) the structural suitability of any enclosure in which any cat is to be kept;
 - (f) the likelihood of a cat causing a nuisance, inconvenience or annoyance to the occupiers of adjoining land;
 - (g) the likely effect on the amenity of the surrounding area of the proposed use;
 - (h) the likely effect on the local environment, including any pollution or other environmental damage which may be caused by the use;
 - (i) any submissions received under subclause (2) within the time specified in subclause (2); and
 - (j) such other factors which the local government may consider to be relevant in the circumstances of the particular case.
- (2) Where an application is received pursuant to clause 4.4 the local government shall—
- (a) consult with adjacent occupiers and landowners; and
 - (b) notify adjacent occupiers and landowners that they may make submissions to the local government on the application for the permit within 14 days of receiving that advice;
 - before determining the application for the permit.

4.7 Decision on Application

- (1) The local government may—
- (a) approve an application for a permit, in which case it shall approve it subject to the conditions in clause 4.8, and may approve it subject to any other conditions it considers fit;
 - (b) approve an application but specify an alternative number of cats permitted to be housed at the address; or
 - (c) refuse to approve an application for a permit.
- (2) If the local government approves an application under subclause (1), then it shall issue to the applicant a permit in the form determined by the CEO.
- (3) If the local government refuses to approve an application under subclause (1), then it is to advise the applicant accordingly in writing.

4.8 Conditions

- (1) Every permit is issued subject to the following conditions—
- (a) each cat kept on the premises to which the permit relates shall remain under the effective control of a person;
 - (b) that the premises must be adequately fenced (and premises will be taken not to be adequately fenced if there is more than one escape of a cat from the premises);

- (c) the single, group or multiple dwelling or premises shall be maintained in good order and in a clean and sanitary condition;
 - (d) the written consent to the application for a permit of the adjoining group or multiple dwellings has been obtained;
 - (e) the written consent to the application from the owner of the premises, if not the applicant, has been obtained;
 - (f) without the consent of the local government, the permit holder will not substitute or replace any cat once that cat—
 - (i) dies; or
 - (ii) is permanently removed from the premises.
 - (g) those conditions contained in Schedule 1.
- (2) A permit holder who fails to comply with a condition of a permit commits an offence.

4.9 Duration of Permit

Unless otherwise specified, in a condition on a permit, a permit commences on the date of issue and is valid until any cat either—

- (a) dies; or
- (b) is permanently removed from the premises; or
- (c) the permit holder ceases to reside at the dwelling or premises to which the permit relates.

4.10 Revocation

The local government may revoke a permit if the permit holder fails to observe any provision of this local law or a condition of a permit.

4.11 Permit not transferable

A permit is not transferable in relation to either the permit holder or the dwelling or premises.

PART 5—IMPOUNDING OF CATS

5.1 Cat Management Facility

- (1) The local government may establish and maintain a cat management facility or facilities, managed by an authorised person for the impounding of cats and the subsequent management of those cats under this local law.
- (2) The local government may determine from time to time—

- (a) the times when a cat management facility will be open for the reception and release of cats; and
 - (b) times for the sale of cats from the facility.
- (3) An authorised person, referred to in subclause (1), is to be in attendance at the facility for the release of impounded cats at the times and on the days of the week that the facility is open to the public.

5.2 Impounding Register

- (1) The local government is to keep a register that records the impoundment of each cat.
- (2) The register is to contain the following information about each impounded cat—
 - (a) if known, the breed and sex of the cat;
 - (b) the colour, distinguishing markings and features of the cat;
 - (c) if known, the name and address of the owner;
 - (d) the date, time and location of seizure and impounding;
 - (e) the particulars of the authorised person who impounded the cat and, if applicable, the person who delivered a cat for impounding;
 - (f) the reason for the impounding;
 - (g) a note of any direction made by an authorised person under clause 2.4(2) relating to the cat; and
 - (h) the date of the sale, release or destruction of the cat.
- (3) The register is to be available for inspection by the public.

5.3 Charges and Costs

The following are to be imposed and determined by the local government under sections 6.16 to 6.19 of the *Local Government Act 1995*—

- (a) the charges to be levied under section 31 of the Act relating to the seizure, impounding, caring, microchipping, sterilisation or destruction/disposal of a cat; and
- (b) the additional fee payable under section 31 of the Act where a cat is released or sold at a time or on a day other than those determined under clause 5.1(2).

5.4 Release of Impounded Cats

- (1) A claim for the release of a cat seized and impounded is to be made to the authorised person referred to in clause 5.1(1).

- (2) The authorised person referred to in clause 5.1(1) is not to release a cat seized and impounded to any person unless that person has produced, to their satisfaction, evidence—
 - (a) of his or her ownership of the cat or of his or her authority to take delivery of it; or
 - (b) that he or she is the person identified as the owner on a microchip implanted in the cat; or
 - (c) of proof of registration of the cat in accordance with the Act; or
 - (d) if a permit under Part 4 is required, proof of obtaining the permit.
- (3) A cat may not be released from a cat management facility operated by the local government until all applicable fees have been paid and the cat is registered and microchipped in accordance with the Act.
- (4) The CEO may waive fees required to be paid under subclause (3).
- (5) Subclause (3) does not apply to an authorised person acting in the course of their duties.

PART 6—MISCELLANEOUS

6.1 Giving of a Notice

A Notice given under this local law may be given to a person—

- (a) personally;
- (b) by mail, physical or electronic means, addressed to the person; or
- (c) by leaving it for the person at her or his address.

6.2 Content of a Notice

The contents of a Notice given under clause 6.1 can be—

- (a) ascertained from the person directly;
- (b) recorded by the local government under the Act; or
- (c) ascertained from enquiries made by the local government.

PART 7—OBJECTIONS AND REVIEW

7.1 Objections and Review

Any person who is aggrieved by the conditions imposed in relation to a permit, the revocation of a permit, or by the refusal of the local government to grant a

permit may object to the decision under Division 1 of Part 9 of the *Local Government Act 1995*.

PART 8—OFFENCES AND PENALTIES

8.1 Offences

- (1) Any person who fails to do anything required or directed to be done under this local law, or who does anything which under this local law that person is prohibited from doing, commits an offence.
- (2) Any person who commits an offence under this local law is liable, on conviction, to a penalty not exceeding \$5000, and if the offence is of a continuing nature, to an additional penalty not exceeding \$500 for each day or part of a day during which the offence has continued.

8.2 Prescribed Offences

- (1) An offence against a clause specified in Schedule 2 is a prescribed offence for the purposes of section 84 of the Act.
- (2) The amount appearing directly opposite each such offence is the modified penalty in relation to that offence.

8.3 Forms

- (1) The issue of infringement notices, their withdrawal and the payment of modified penalties are dealt with in Division 4 of Part 4 of the Act.
- (2) An infringement notice given under section 62 of the Act is to be in the form of Form 6 of Schedule 1 of the *Cat Regulations 2012*.
- (3) A notice sent under section 65 of the Act withdrawing an infringement notice is to be in the form of Form 7 of Schedule 1 of the *Cat Regulations 2012*.

Schedule 1

ADDITIONAL CONDITIONS APPLICABLE TO PARTICULAR PERMITS

[Clause 4.8]

A. Permit to Keep 3 Cats or More

Additional conditions—

- (1) In the case of a grouped dwelling where there is no suitable dividing fence or multiple dwellings on the same level, the written consent to the application for a permit of the occupier of the adjoining dwellings has been obtained.
- (2) Without the consent of the local government, the permit holder will not substitute or replace any cat that is the subject of a permit once that cat—
 - (a) dies; or
 - (b) is permanently removed from the premises.

B. Permit for Approved Cat Breeder

Additional conditions—

- (1) Required to keep records of all purchases and or transfers of cat/s for a period of 2 years, including but not limited to the purchasers' name and address, and the cat/s microchip number; and
- (2) Premises may be inspected annually.

C. Permit to Use Premises as a Cattery

Additional conditions—

- (1) All building enclosures must be structurally sound, have impervious flooring, be well lit and ventilated and otherwise comply with all legislative requirements;
- (2) There is to be a feed room, wash area, isolation cages and maternity section;
- (3) Materials used in structures are to be approved by the local government;
- (4) An approved apparatus for the treatment and disposal of sewerage is to be installed to the satisfaction of the local government and where installed it is to be maintained to the manufacturer's specifications.
- (5) The internal surfaces of walls are, where possible, to be smooth, free from cracks, crevices and other defects;
- (6) All fixtures, fittings and appliances are to be capable of being easily cleaned, resistant to corrosion and constructed to prevent the harbourage of vermin;
- (7) Wash basin with the minimum of cold water to be available to the satisfaction of the Local Government;
- (8) The maximum number of cats to be kept on the premises stated on the permit is not to be exceeded;
- (9) An register is to be kept recording in respect of each cat the—
 - (a) date of admission;
 - (b) date of departure;
 - (c) breed, age, colour and sex; and
 - (d) the name and residential address of the owner;

- (10) The register is to be made available for inspection on the request of an authorised person;
- (11) Enclosures are to be thoroughly cleaned each day and disinfected at least once a week to minimise disease;
- (12) Any sick or ailing cat is to be removed from the premises or transferred to an isolation cage separated from other cats on the premises; and
- (13) Any other matter which in the opinion of the local government is deemed necessary for the health and wellbeing of any cat, or person, or adjoining premises or the amenity of the area (or any part thereof).

Schedule 2
PRESCRIBED OFFENCES

[Clause 8.2]

Item	Clause	Description	Modified Penalty
1	2.1(2)(a)	Cat causing a nuisance in a public place	\$200
2	2.2(2)(a)	Cat in a place that is not a public place without consent and/or is causing a nuisance	\$200
3	2.3(2)(a)	Cat in prohibited area	\$200
4	2.4(5)(a)	Failure to comply with a Notice	\$200
5	4.2(3)(a)	Failure to obtain a Permit	\$200
6	4.8(2)	Failure to comply with a condition of a permit	\$200

Schedule 3
CAT PROHIBITED AREAS

[Clause 3.1]

Property Description	Reserve No.	Suburb
Armadale Settlers Common (including ecological corridors)	R4127, R51797, R48887, R47394, R47977, R45929, R46515.	Bedforddale
Bungendore Park	R4561	Bedforddale
Fletcher Park	R14217	Armadale
Lloyd Hughes Park	R6468	Kelmscott
Roley Pools	R28353	Roleystone

Dated the _____ day of _____ 2023.

The Common Seal of the City of Armadale was affixed by authority of a resolution of the Council in the presence of:

Ruth Butterfield
MAYOR

Joanne Abbiss
CHIEF EXECUTIVE OFFICER



Department of
**Local Government, Sport
and Cultural Industries**

Statutory review of the *Cat Act 2011* and *Dog Amendment Act 2013* Report



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About DLGSC

The DLGSC works with partners across government and within its diverse sectors to enliven the Western Australian community and economy through support for and provision of sporting, recreational, cultural and artistic policy, programs and activities for locals and visitors to the State.

The department provides regulation and support to local governments and the racing, gaming and liquor industries to maintain quality and compliance with relevant legislation, for the benefit of all Western Australians. This publication is current at September 2019.

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Executive Summary

The Department of Local Government, Sport and Cultural Industries (the department) has completed a statutory review of the *Cat Act 2011* (Cat Act) and the *Dog Amendment Act 2013* (Dog Amendment Act).

The Cat Act fully commenced in 2013 and was introduced to provide for the control and management of cats and to promote the responsible ownership of cats. The Dog Amendment Act was introduced in 2013 and includes provisions for the compulsory microchipping of all dogs and new dangerous dog requirements to improve community safety through stricter control of dangerous dogs.

The review commenced on 12 May 2019 for a 12-week period with the release of the consultation paper: *Pause for Paws, Feedback on Dog and Cat Laws in WA*. The department received over 1,250 written submissions (of which 1,192 related only to greyhounds) and 5,822 online survey responses. Workshops were held in the metropolitan area and in regional centres to gather feedback from rangers and other local government staff. The department also met with stakeholders including the Cat Haven and Dogs Refuge Home.

The purpose of the review was to gather feedback and information about how effective the Cat Act and the Dog Amendment Act have been, whether they should continue and whether there is the need for a full review of both Acts. Following analysis of the issues raised during the consultation period, a number of findings have been made as outlined in this report.

It should be noted that while the review focused on the entire Cat Act, it only focused on the amendments made to the Dog Act in 2013.

While submissions received during the review indicated that many of the provisions of the Cat Act and Dog Amendment Act have been (or may be) effective overall, feedback also showed that an important component to improving the operation and effectiveness of both Acts is providing suitable education campaigns to the public to promote responsible pet ownership and greater understanding of the laws that currently exist, and for more effective and consistent enforcement of laws.

Cats

The review found that the Cat Act has generally been well accepted by the community and most local governments, particularly with regards to microchipping and sterilising of cats (although the age of sterilisation continues to be an issue).

The aim of cat sterilisation through the Cat Act was to provide for the control and management of cats and to support the responsible ownership of cats. This is a long-term aim of the legislation and it is acknowledged there are continuing problems in WA with cat overbreeding. The Cat Haven reported that the numbers of kittens surrendered to them have slightly improved overall since the Cat Act commenced in 2013. However, as they are now receiving cats from local governments and from regional areas, there has been an increase in the total number of cats being surrendered to them.

Consistency in the number of cats allowed per household and nuisance/wandering cats are areas where the Cat Act could be more effective. It has been suggested that the Cat Act should contain provisions about confining cats to premises and the number of cats allowed so that the same rules apply across the State and local governments do not have to make their own local laws about these matters.

Dogs

The review found that the changes introduced by the Dog Amendment Act in 2013 were generally viewed positively, with some improvements needed around the management of nuisance barking dogs and other enforcement provisions to allow rangers to be able to more effectively undertake their duties.

The review highlighted support for replacing the breed specific provisions, namely “dangerous dog (restricted breeds)” with a model that promotes responsible dog ownership and management for improving public and pet safety. A significant number of submissions advocated for pet greyhounds not to be muzzled.





Feedback

Feedback to the review indicated that the *Cat Act 2011* and provisions introduced by the *Dog Amendment Act 2013* have been generally effective. While there is a need for the continuation of both Acts, there are improvements that could be made. A summary of the findings highlighted in the report is at Appendix 1.

The feedback and information gathered from this review could be used to inform a full review of both Acts, with a focus on the following key themes:

- Greyhounds not to be muzzled when in public places
- Confining cats to premises
- Limiting the numbers of cats kept at premises
- Consistency of the laws across the State (noting that this is also being considered as part of the review of the *Local Government Act 1995*)
- Review of penalties, enforcement and the powers of rangers to enter premises, seize animals etc
- Combine the cat and dog Acts into one Act.

Mandatory sterilisation of dogs and a central registration database were key themes raised in the feedback received. It should be noted that these matters are being examined separately under the Stop Puppy Farming initiative.

Introduction

The *Cat Act 2011* was introduced to reduce the impact of unwanted cats on the community and the environment through mandatory sterilisation. It aims to lower the number of cats being euthanised over the longer term as the numbers of unwanted cats in the community gradually decline.

The *Dog Amendment Act 2013* introduced a range of new measures including new dangerous dog requirements to improve community safety through stricter control of dangerous dogs.

Both Acts require that cats and dogs are registered with the local government where they are ordinarily kept and that they are microchipped.

The main purposes of the Acts are to:

- Encourage responsible pet ownership
- Safely return lost animals to their homes
- Keep the community and other animals safe
- Reduce the number of animals admitted to pounds and shelters and
- Reduce the proportion of animals that are euthanised.

Statutory requirements

The Cat Act requires the Minister for Local Government to carry out a review of the operations and effectiveness of the Act and the need for the continuation of the Act. A report based on the review is to be tabled in Parliament by 1 November 2019.

The Dog Amendment Act requires the minister to carry out a review of the operation and effectiveness of the Act as soon as practicable after 1 January 2019. The report based on the review is to be tabled in Parliament as soon as practicable after the report is prepared.

Review procedure – how we consulted

Surveys

The Pause for Paws – Feedback on dog and cat laws in WA paper was released on 12 May 2019 for a 12-week period. An online general survey was available to the community with a separate local government survey available to rangers and local governments.



Workshops

The department met with the WA Local Government Association, Local Government Professionals WA and the WA Rangers Association and conducted workshops for rangers and local government staff at:

- City of South Perth
- City of Busselton
- City of Greater Geraldton
- City of Kalgoorlie Boulder.

The workshops gave rangers and staff the opportunity to raise concerns about the operations of the current Acts and to discuss ideas for improvements.

Workshop attendance

Workshop location	Attendance
South Perth	31
Busselton	14
Kalgoorlie	10
Geraldton	11
Total	66

Key themes raised in the workshops included:

1. A centralised registration database – to include microchip details and if a dog has been declared dangerous.
2. The need for rangers to have the power to enter premises, seize animals and obtain owners details in some situations. It was noted that this would be particularly useful in circumstances of repeated non-compliance of pet owners.
3. Sterilisation
 - a. Mandatory sterilisation should be introduced for dogs (unless an approval to breed or other exemption is approved)
 - b. Sterilisation age for cats should be reduced as they reach sexual maturity before six months (the current sterilisation age)
4. Penalties should be incurred when cats wander/trespass on property without consent. A cat curfew should be introduced, or cats should be confined to their property.

There was also significant support for combining the two Acts into one.

Written and survey submissions

The department received over 1,250 written submissions. Of these, 1,192 advocated for the removal of the requirement for greyhounds to be muzzled when in public places.

About half of respondents to the general survey had read the consultation paper prior to responding to the survey. Most survey respondents live in large metropolitan local governments with nearly 14 per cent coming from the City of Rockingham, 11 per cent from the City of Joondalup, six per cent from the City of Wanneroo and nearly five per cent from the Cities of Mandurah and Stirling.

As can be seen from the Table below, dog owners made up a large majority of respondents followed by owners of both a cat and dog and then cat owners.

What best describes your relationship to dogs and cats	Total Number	As a percentage
I have a dog(s)	2,041	40%
I have a dog(s) and cat(s)	907	18%
I have a cat(s)	707	14%
Other (please specify)	609	12%
I have no specific relationship with dogs or cats	577	11%
I am involved in animal welfare, including re-homing of dogs and cats	133	3%
I am employed in role that works with dogs and/or cats	117	2%
I am a breeder of dogs	21	0%
I am a breeder of cats	14	0%
I am involved in the greyhound racing industry	7	0%
I am a breeder of dogs and cats	6	0%
Grand Total	5,139	100%

The department recognises and is grateful for the time and contributions of the community and stakeholders who provided feedback, comment and assistance in undertaking the review.

Organisation of this report

This report is set out in two main parts:

Part 1 deals with the current legislation and the feedback received during the consultation period on a range of topics about the Cat Act. These topics include registration, collars and tags, microchipping, nuisance and wandering cats and cat sterilisation.

Part 2 examines the operations and effectiveness of the Dog Amendment Act and the feedback received during the consultation period. The topics include registration, collars and tags, microchipping, nuisance dogs, dog attacks, dangerous dogs, restricted breeds, greyhounds and assistance dogs.

The report also explores the possibility of combining the two Acts into one.

Part 1 – Cats

1.1 Registration

Current legislation

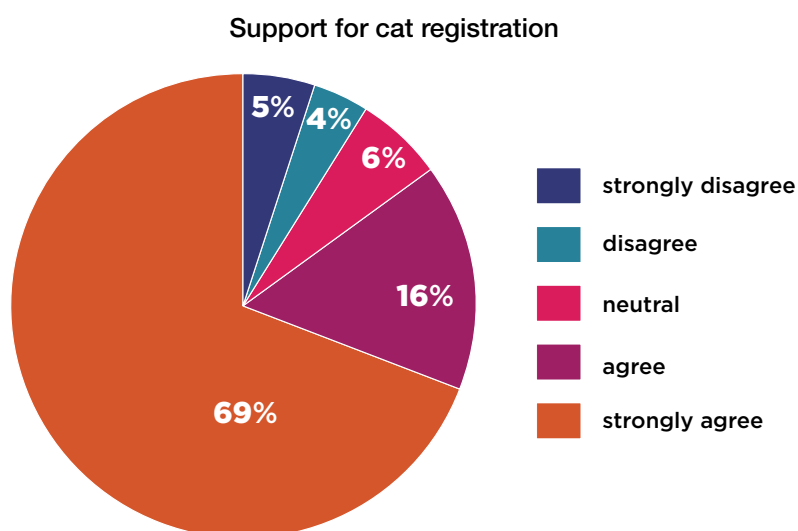
The Cat Act states that cats that have reached the age of six months are required to be registered with the local government in the district they are ordinarily kept. One of the main benefits of registration is that it provides an important way for local governments to check if owners are microchipping and sterilising their cat/s. Local governments ask for confirmation about whether cats are microchipped and sterilised when they are being registered.

Cats can be registered with their local government for a period of one year, three years or for their lifetime. A benefit of lifetime registration is a reduction of the administrative burden on local governments because renewal notices only need to be issued once and the details of the cat only need to be entered on their systems once. It also reduces the costs for owners who only pay for registration once.

There are also disadvantages with lifetime registration because there is no reminder sent to owners to re-register their cat. As a result of this, owners may not advise local governments if they no longer have a pet or if they move.

Feedback summary

Overall, 85 per cent of respondents to the survey agreed that cats should be registered as can be seen in the table below:



The most popular registration period for cats was for a lifetime registration with 80 per cent of respondents supporting this option. A further 47 per cent of respondents supported an option to register animals for three years and 38 per cent for one year.

Around 85 per cent of respondents believe that the registration periods for cats and dogs should be the same.

Feedback from local governments indicated that problems associated with lifetime registrations were mainly keeping pet registration details up to date, but these could (in part) be alleviated with a central registration database.

The Australian Veterinary Association (AVA) submitted that they support compulsory registration and permanent identification of dogs and cats. The AVA noted that while annual or three yearly registration provides an easy mechanism for maintaining accurate records that identify the owners of the animals, the registration period (whether annual, three yearly, or lifetime) is secondary to the need to have up-to-date identification details.

These are essential for reuniting lost animals with their owners and enforcing legislation around animal ownership and animal behaviour.

Findings

1. Registration of cats is strongly supported. The current three options for periods of registration should remain.
2. Registration periods for cats and dogs should be the same.
3. A central registration database for cats should be explored.

1.2 Collars and tags

Current legislation

The use of tags as a method of identification for cats was introduced through the Cat Act. Cats must wear a registration tag whenever the cat is in a public place. Cats will generally wear a collar, so the tag can be attached to it.

Feedback summary

Survey results (general survey – 65 per cent; local government survey – 63 per cent) showed support for cats to wear a registration tag. There was also majority support for cats to wear a registration tag even if it is microchipped.

There were some comments to the review that plastic identification tags were recognised as an environmental concern as well as being easily damaged or lost.

Consultation conducted prior to the commencement of the Cat Act had very strong support for cats to wear an identifying tag (95 per cent of respondents) and there does not seem to be sufficient support to change that view.

Findings

4. Feedback indicated that the wearing of collars and tags achieves the purpose of enabling a cat to be identified by rangers – including making it obvious that it is a domestic cat that has an owner.
5. There is strong support for this to continue with no change.

1.3 Microchipping cats

Current legislation

The Cat Act requires cats to be microchipped by six months of age. Cats must be microchipped when they are transferred to a new owner (no matter what age).

Feedback summary

Over 60 per cent of survey respondents (general and local governments) agree that microchips are an effective way to identify cats.

During the workshops, rangers and local government staff reported that one of the main issues with microchips is that they are not being registered with the relevant microchip database company or details are not being updated when the cat has been transferred to a new owner or the owner moves to a different local government area. Evidently, it is common for the microchip not to be registered, or to be registered to a breeder or rescue organisation rather than the owner. This can make finding the owner difficult and can lead to cats being held in pounds longer than necessary.

Furthermore, local governments and some stakeholders have reported that some microchip database companies will not provide details of owners, citing privacy concerns. Once again, this means that local governments and rescues/shelters have a difficult (sometimes impossible) task in reuniting cats and their owners.

Findings

6. Strong support from the public, local governments and industry exists for the practice of microchipping cats to continue.
7. Improvements could be made to the way microchip details are stored – this could be in either a national or State-based database.
8. Feedback indicated that education on the current requirements of microchipping, focusing on obligations of owners/breeders/rescues when a cat is transferred to a new owner and the need to keep information up-to-date, is necessary to achieve the desired outcomes of reuniting pets with their owners and the obligations of being a responsible cat owner.

1.4 Cat numbers and nuisance/wandering cats

Current legislation

As with most Australian States, Western Australia has a large unwanted cat problem. While the introduction of the Cat Act was not expected to resolve this and the associated issues straight away, it did provide some ways that the number of unwanted/feral cats could be reduced, particularly through the requirement for all cats to be sterilised.

The Cat Act gives local governments the ability to create their own local laws to manage cats that are creating a nuisance, such as killing wildlife. Local laws can specify places where cats are absolutely prohibited, but at the moment they cannot introduce restrictions across the whole district.

Feedback summary

Wandering cats

Local governments, cat refuges and the community report that wandering cats creating a nuisance are an ongoing problem. Possible solutions raised during consultation include cat curfews and restricting cats to premises.

Fifty-six per cent of survey respondents agreed that cats are a nuisance in their neighbourhood. This was highest amongst those who had no relationship with cats and dogs with 67 per cent of dog owners agreeing. Among cat owners, 25 per cent of respondents believed wandering cats were a nuisance.

Confinement

Seventy-three per cent of respondents supported the confinement of cats to the owner's property. It should be noted that among cat owners, there was only 49 per cent support, with 39 per cent of cat owners opposing cat confinement.

Curfews

Eighty-eight percent of respondents agreed that cats should be kept inside at night. The strongest level of resistance came from cat owners, with 16 per cent opposed to this idea.

Numbers

The maximum number of cats permitted at a single residence which received the most support was two (40 per cent), followed by three cats (19 per cent) and four (14 per cent) among survey respondents.

A consistent theme in the feedback to the review was that there should be State-wide laws about cat confinement and numbers of cats allowed rather than the current position of local governments making their own local laws about some of these matters.

Feedback from cat breeders is that there should be consistency across local governments with regards to numbers of cats. Cat breeders have long contended that it is not the registered breeders who are the problem with regards to wandering cats or cat numbers as they follow their organisations' codes of ethics, register with their local governments and generally confine their cats to premises/cat runs.

Control and enforcement

Fifty-five per cent of all respondents disagreed that there are sufficient controls used by local governments to manage cats. The greatest level of disagreement came from people with no relationship to cats or dogs (76 per cent) with 60 per cent of dog owners of the same belief. Generally, survey results indicated that there are not sufficient controls over cats.

Fifty-five percent of people believed local governments were not enforcing controls to manage cats adequately. From feedback to the review, this is mainly around wandering cats (cats being on the property of someone other than their owners and in some cases, damaging property or injuring/killing wildlife).

Wildlife

Fifty-one percent of people surveyed have the view that cat attacks on animals, wildlife, other cats and people are an issue. This compares to cat owners of which only 23 per cent believed there is an issue.

The following comment was indicative of feedback in a number of submissions received regarding the impact of cats on wildlife:

"Regulations to restrict pet cats to their owners' property will, undoubtedly, improve conservation benefits for a diverse range of species utilising urban, suburban and peri-urban environments. Targeted education programs that highlight the welfare benefits that arise from restricting pet cat movement and encourage wildlife-friendly cat husbandry, implemented at community- and State-levels, could be used to drive change in attitude and behaviour among cat owners."



Findings

9. There is strong support for cat numbers and confinement/curfews of cats to be implemented State-wide (in legislation) rather than through individual local laws – to provide consistency among local governments.
10. As a means of controlling cat numbers, there were multiple requests in the feedback received for the Cat Act to be brought into alignment with the Dog Act by placing greater restrictions on cat owners in relation to the number of cats that people can own.

1.5 Cat sterilisation

Current legislation

Under the Cat Act, cats are to be sterilised by the time they are six months of age unless they are exempt. A cat can be deemed exempted from sterilisation if it is approved for breeding purposes by the local government or if a veterinarian has given it a certificate exempting it from sterilisation.

Sterilising cats is important to help reduce the number of unwanted cats in the community. If a cat is being sold, traded or given away, it must be sterilised. If a cat is too young to be sterilised when it is transferred to someone else, a prepaid de-sexing voucher is to be provided to the new owner.

Feedback summary

In the survey, 1,130 respondents indicated they had obtained a cat in the last five years. Of those, 1,006 indicated the cat had been de-sexed.

Twenty-one per cent of respondents indicated they had received a de-sexing voucher when they took ownership of the cat (from the breeder, pet shop etc.). Of these, 63 per cent said it encouraged them to have the cat sterilised.

Overall, sixteen per cent of people who completed the survey believe the current age for cat sterilisation is not appropriate. It should be noted that 37 per cent of respondents said that it is appropriate, with 46 per cent being unsure (as less than half of survey respondents had read the consultation paper, this high number may indicate that people are not aware of the sterilisation age).

Agreement with Cat Sterilisation Age	No	Unsure	Yes
I am a breeder of cats	36%	0%	64%
I have a dog(s) and cat(s)	12%	26%	62%
I am a breeder of dogs and cats	20%	20%	60%
I have a cat(s)	14%	27%	59%
I am employed in role that works with dogs and/or cats	29%	19%	52%
I am involved in animal welfare, including re-homing of dogs and cats	23%	31%	46%
Other (please specify)	21%	45%	35%
I have a dog(s)	14%	63%	23%
I have no specific relationship with dogs or cats	23%	57%	20%
I am a breeder of dogs	40%	40%	20%
I am involved in the greyhound racing industry	20%	60%	20%

While consultation indicated that sterilisation of cats is an effective way of reducing cat numbers in the longer term, the age a cat is sterilised needs further investigation. The Cat Haven and the RSPCA advocate for cats to be sterilised at less than six months because cats can reach sexual maturity from as young as three months. This view is generally supported by rangers. By contrast, the Australian Veterinary Association's position is that the timing of the procedure is best determined by the veterinarian in consultation with the owner. The AVA provided the following comment:

"While the AVA strongly supports the sterilisation of cats, the decision whether to sterilise, the timing of the procedure, and the nature of that procedure is best determined by the veterinarian in consultation with the owner. These decisions should not be determined by government legislation. The veterinarian is best placed to understand the specific health and management circumstances of individual animals in their care."

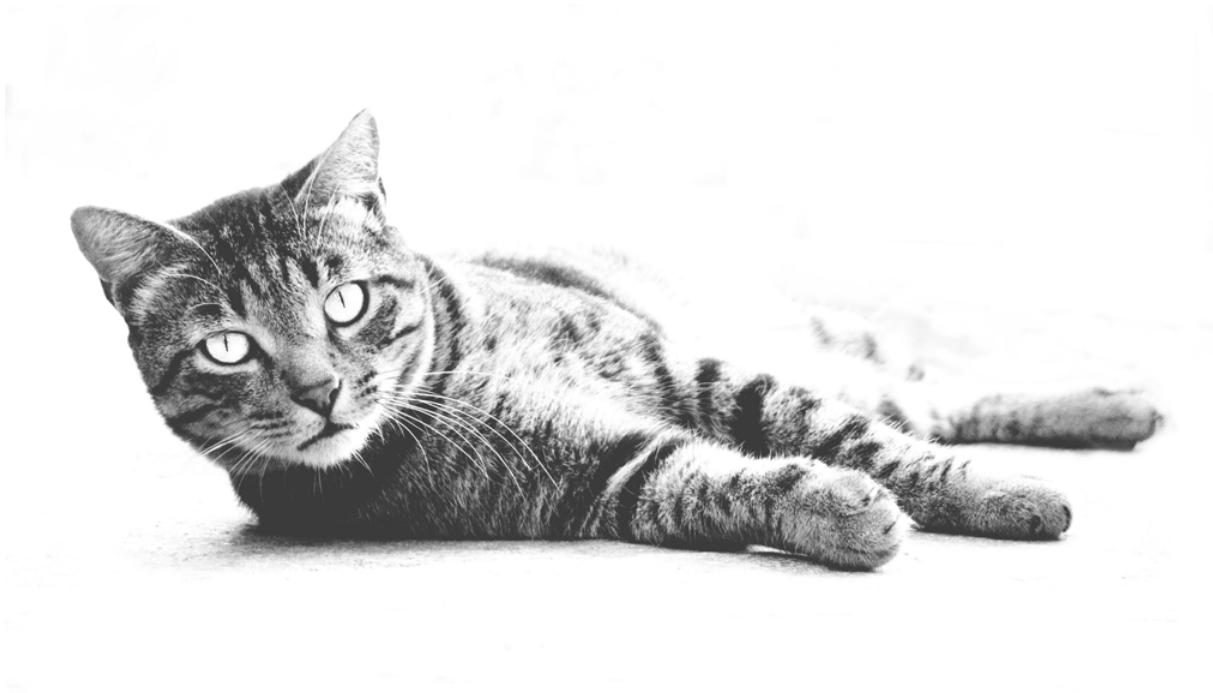
Consultation conducted prior to the commencement of the Cat Act had very strong support for cats to be sterilised (92 per cent of respondents) and there does not seem to be sufficient support to change that view.

Several submitters suggested that government (and/or local government) funding programs should be made available to assist cat and dog owners to meet the costs of de-sexing and microchipping their pet. This could be similar to funding programs available when the Cat Act was introduced in 2013.

Based on submissions received to this review, there is strong support for continuing the provisions for cats to be sterilised to improve cat health, decrease environmental issues, reduce overbreeding and the (often) consequential issues of neglect and abandonment.

Findings

11. The provisions in the Cat Act for cats to be sterilised should remain.
12. Feedback indicated that the age of cat sterilisation should be lowered, although further expert consultation on this will be needed.



Part 2 – Dogs

2.1 Registration

Current legislation

The *Dog Act 1976* requires all dogs must be registered in the local government of the district in which they are ordinarily kept. The Dog Amendment Act introduced registration periods of one year, three years or lifetime.

The benefits of lifetime registration are a reduction of the administrative burden on local governments because renewal notices only need to be issued once and the details of the dog only need to be entered on their systems once. It also reduces the costs for owners who only pay for registration once.

There are also disadvantages with lifetime registration because there is no reminder sent to owners to re-register their dog. As a result, owners may not advise local governments if they no longer have a pet or if they move. Local governments have said that since 2013 when owners have been able to register dogs for their lifetime, there has been a decline in annual revenue from registrations and on the accuracy of the content of registration systems.

Feedback summary

Of the survey responses, the most popular registration period for dogs was for lifetime registration with 81 per cent of respondents supporting this option. Forty-eight per cent of respondents supported an option to register animals for three years and 37 per cent for one year.

Some local governments have indicated that revenue received from dog registrations has decreased in the years since lifetime registration commenced, which has (and will continue to) impact the financial situation of local governments in the long term.

A common sentiment expressed by local governments concerned keeping pet registration details up to date when they are registered for lifetime. In addition, local governments find it difficult to keep track of changes in ownership, address details and other relevant information. A central database is regarded as a partial solution to this problem, in combination with awareness campaigns.

Around 85 per cent of respondents believe that the registration periods for dogs and cats should be the same.

Findings

13. The three options for periods of registration for dogs should remain.

14. Registration periods for dogs and cats should be the same.

15. A central registration database for dogs is needed.

2.2 Collars and tags

Current legislation

The Dog Act prescribes that dogs must wear a registration tag of a certain colour to indicate that they are registered. Dogs are not permitted to be in a public place unless they are wearing a collar and tag that complies with the standards in the Act.

Feedback summary

Seventy-eight per cent of respondents supported the continuation of dogs wearing registration tags, with almost 63 per cent of this group strongly supporting the concept.

Concerns regarding the environmental impact of plastic tags have been raised with the department. Some local governments consider the need to wear plastic registration tags is unnecessary (except for dangerous dogs) since dogs should be microchipped.

If a form of identification is required to be worn by dogs, local governments suggested that a way to address some of the concerns associated with plastic tags is for metallic registration tags to be used. These could be engraved and used by pet owners as name tags and will assist in cases where microchips are unable to be scanned.

Findings

16. Registration tags should continue to be worn by dogs.

17. Consideration could be given to metallic identifiers to be worn instead of plastic tags (this could also apply to cats).

2.3 Microchipping dogs

Current legislation

The Dog Amendment Act introduced provisions for dogs to be microchipped. This applies to dogs that have reached three months of age and to dogs that are transferred to a new owner (no matter what age).

Feedback summary

Over 60 per cent of survey respondents (general and local governments) agree that microchips are an effective way to identify dogs.

Local governments have said that one of the main issues with microchips is that they are not being registered with the relevant microchip database company or details updated when the dog has been transferred to new owners. They report that this happens mainly where the microchip is either not registered or is registered to a breeder or rescue organisation rather than the owner. This can make finding the owner difficult and can lead to dogs being held in pounds longer than necessary.

There was strong support in submissions for one centralised national database to manage microchip data. There has been a shift in some States towards a State-based approach to data management. There is strong continued support by industry and the public for the practice of microchipping dogs. Keeping owner details up to date as part of an approach to the management of microchip data is a continuing challenge for local governments.

As with cats, local governments and stakeholders have reported that some microchip database companies will not provide details of owners, citing privacy concerns. Once again, this means that local governments and rescues/shelters have a difficult (sometimes impossible) task in reuniting dogs and their owners.

Findings

18. Strong support from the public, local governments and industry exists for the practice of microchipping dogs to continue.
19. Improvements should be made to the way microchip details are stored – this should be in either a national or State-based database.
20. Feedback indicated that education on the current requirements of microchipping, focusing on obligations of owners/breeders/rescues when a dog is transferred to a new owner and the need to keep information up to date is necessary to achieve the desired outcomes of reuniting pets with their owners and the obligations of being a responsible dog owner.

2.4 Nuisance dogs

Current legislation

The Dog Amendment Act changed the way that local governments can manage nuisance dogs. A more structured approach was introduced, including that local governments can act on one complaint about a nuisance (barking) dog; and owners can be issued with abatement notices and fines if the problem continues.

Feedback summary

Complaints about nuisance/barking dogs are an ongoing issue for local governments and the public. Survey responses were split on the issue of barking dogs, with 38 per cent of survey respondents agreeing that barking dogs are a problem in their neighbourhood, 39 per cent believe that barking dogs are not a problem and 24 per cent being neutral on the issue. Interestingly, respondents who identified as owning a dog, a cat, or both a dog and a cat were less likely to consider dog barking a problem compared to respondents who own no pets.

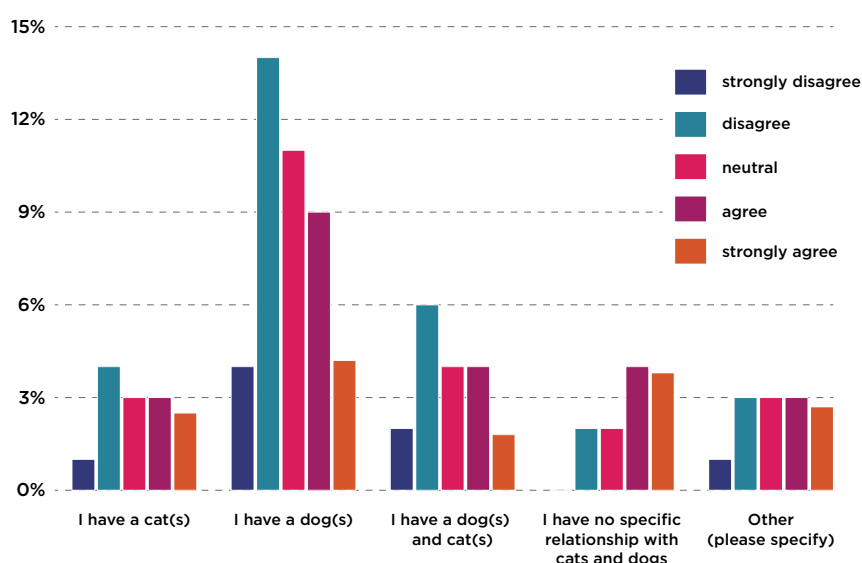


Figure 1: "Barking dogs are a problem in my neighbourhood."

It was evident from the written submissions that barking dogs have a significant impact on their neighbours. Those who are affected by nuisance barking feel very strongly on the issue and call for stronger enforcement and harsher penalties.

Comments from the surveys and written submissions indicate that the process for dealing with nuisance barking dogs is long and ambiguous, often without a clear or satisfactory solution being reached.

Feedback was received that many local governments require a diary recording events of barking to be completed but then local governments do not take appropriate action. On the other hand, some local governments noted that the changes made in 2013 where only one nuisance/barking dog complaint needs to be received before it can be investigated has led to an increase of complaints resulting in rangers being involved in many hours of investigation, which (in some cases) have not ended in successful resolutions.

The following is indicative of comments made by a number of local governments about this matter:

“Barking dog issues take up a significant amount of Ranger time and it would be good to have greater powers to force dog owners to implement bark control strategies without having to take the matter to court. A formalised standard on what constitutes ‘nuisance barking’ would also be useful with a scale to categorise the level of barking issues after diary assessment and potentially have additional modified penalties that can be issued to reflect the level of the breach.”

The WA Rangers Association has reported: “Rangers and Local Government Officers should have greater enforcement powers to enter a property where a dog is ordinarily kept when an officer has received a complaint and have reasonable grounds for believing that a nuisance has been created to inspect the conditions under which the dog is kept.”

Findings

21. Feedback indicated support for greater clarification of what constitutes nuisance barking and how these complaints are best dealt with by local governments.

22. There was support for an increase in penalties and for rangers to have more powers to enter/inspect/seize when it has been established a nuisance dog resides at a property.

23. Feedback suggests that guidance materials to assist local governments (and owners) to employ effective, humane, evidence-based strategies to address nuisance barking for the benefit of owners, dogs and the community would be an effective method of dealing with this problem.

2.5 Dog attacks

Current legislation

Dog owners and every person responsible for control of a dog can be prosecuted if their dog chases or attacks any person or animal, regardless of whether physical injury is caused or not to the person or animal. Owners can be fined even if they are not present at the time of the attack. A person who has been attacked by a dog can take private legal action for any injury or damage they have suffered, including medical costs, veterinarian bills and damage to property. Additional penalties can apply for setting or urging a dog to chase or attack, if the attack results in a fatality, or if the dog is a dangerous dog.

Feedback summary

Seventeen per cent of survey respondents believe that dog attacks are a problem in their neighbourhood.

Many comments in surveys and written submissions called for more training and education for owners and dogs to prevent attacks rather than having a strong focus on penalties, with the following comment from a local government ranger being indicative of feedback on this matter:

“Increasing penalties is not going to decrease the number of serious dog attacks that occur. Educating people, especially children, about basic dog behavior and recognising warning signs in dogs is a more effective way of reducing the impact of dog bite incidents in the future.”

Feedback indicated widespread support for increased education and community awareness campaigns aimed at owners, breeders, children and the public to reduce the incidences of dog bites. An approach to dog ownership based on the Calgary model¹ was favoured among industry submissions and in a submission received from Lisa Baker MLA. Research from this study indicates that this approach has proven to be effective in dealing with issues related to animal control.

The Australian Veterinary Association advocates for a national reporting system to track incidences of dog bites along with mandatory reporting of dog bite incidents to a national database.

Feedback suggested that penalties (fines) may not be high enough to make some people comply with their responsibilities of owning a dog, particularly one that has (or has threatened to) attack. Thirty-eight per cent of survey respondents feel that the penalties for dog attacks are not appropriate.

Additionally, some submissions suggested creating tiers for attack penalties with the severity of the attack dictating the penalty imposed. This concept was also raised at ranger workshops the department conducted.

Feedback on the issue of dog attacks also included improving the definition of ‘attack’ for the purposes of prosecutions.

Findings

24. This is a broad topic where there are strong views, particularly on the penalties available and the powers that rangers have for seizing and holding dogs that have (or threatened to) attacked.

25. There is support for increases to penalties for the owners of dogs that attack.

26. Feedback was strong for education and community awareness campaigns aimed at owners, breeders, children and the public to reduce the incidences of dog bites/attacks.

¹ <https://www.calgary.ca/CSPS/ABS/Pages/Animal-Services/Responsible-pet-ownership-and-licenses.aspx>

2.6 Dangerous dogs and restricted breeds

Current legislation

The Dog Act allows for any dog to be declared dangerous by a local government if:

- The dog has caused injury or damage by an attack on, or chasing, a person, animal or vehicle or
- The dog has repeatedly shown a tendency
 - to attack, or chase, a person, animal or vehicle even though no injury has been caused by that behaviour or
 - to threaten to attack
- Or if the behaviour of the dog meets other criteria prescribed.

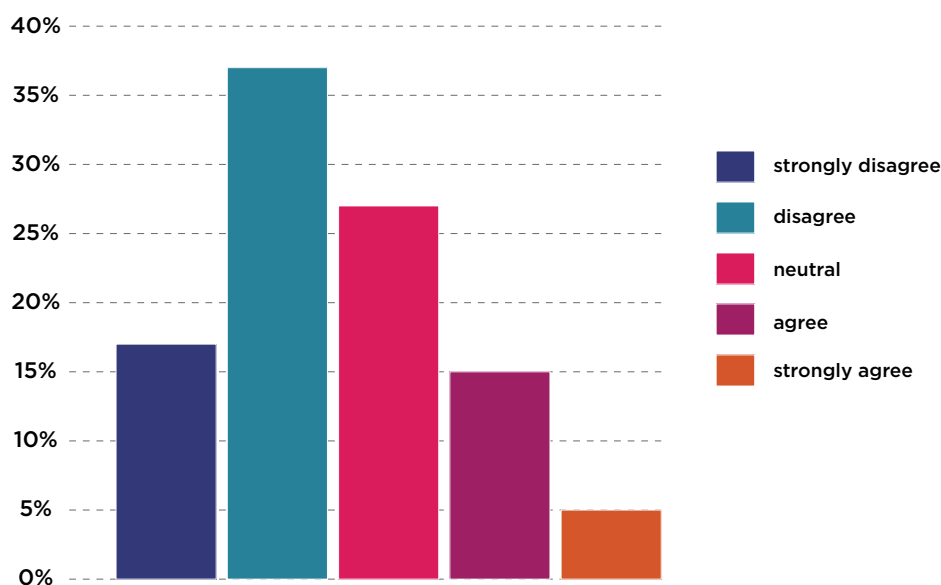
The fines in relation to dangerous dogs were increased in 2013 and a criminal offence was introduced if a dangerous dog kills a person or puts a person's life at risk. Courts can impose a requirement for dog owners to attend and complete a dog training course instead of (or in addition to) a fine.

The Dog Amendment Act strengthened the provisions on restricted breed dogs by banning the advertising for sale of all the restricted breeds.

Feedback summary

Survey results show that many respondents do not believe dangerous dogs are a problem in their neighbourhood while 20 per cent do believe they are an issue.

Figure 2: "Dangerous dogs are a problem in my neighbourhood."



While 20 per cent of respondents also feel that dangerous dogs are not being managed effectively in their neighbourhood, almost half (44 per cent) of respondents were neutral on this matter which may indicate they have not had any first-hand experience with the issue.

Rangers and the WA Rangers Association have commented that, at times, dogs that are held in pounds or placed with rescue organisations may not have their history properly checked to make sure the dog has not previously been declared dangerous (or is a restricted breed dog) before being re-homed or placed in foster care. This may be assisted with by a national (or State-based) database so that local governments and rescue organisations can check on a dog's history before re-homing it.

The WA Rangers Association also noted that the restricted breed provisions should be reviewed as it is a subjective decision for rangers to identify a dog as a restricted breed.

This can lead to difficulties in prosecutions as an 'expert' opinion along with possible DNA testing may be needed to verify the breed of a dog.

A common theme in written submissions regarding dangerous dogs was calls for clearer provisions for dangerous dog enclosures. In the workshops held with rangers, it was suggested that a definition of an enclosure for a dog declared dangerous is provided in the legislation. In a number of other jurisdictions, such as Queensland and New South Wales, the dangerous dog enclosure provisions are explicit and detailed. It should be noted that standards and guidelines for the housing of dogs is included in the 'Health and Welfare of Dogs Standards and Guidelines' currently being finalised by the Department for Primary Industry and Regional Development.

A number of submissions called for legislation regarding restricted breeds to be removed, stating that the behaviour of dogs is dictated by the owners, not their breed. Restricted breed dogs are those which are prohibited under Commonwealth legislation.

These themes can be summarised in the following comment from the Australian Veterinary Association:

"Any dog of any size, breed or mix of breeds has the potential to be aggressive and to be declared dangerous so dogs should not be declared dangerous on the basis of breed or appearance. Each individual dog should be assessed based on its behaviour. The role of the dog owner is a critical factor with respect to the animal's behaviour."

Findings

27. Feedback indicated a need for increased education and awareness campaigns to identify and appropriately manage dangerous and aggressive dogs.

28. While provisions introduced in 2013 such as increased penalties, courts being able to impose training requirements for dog owners, and stricter controls around dangerous dogs appear to be accepted, feedback suggests that there is a need for further improvements around dangerous dog enclosures, reviewing penalties and reviewing the declaration of dogs restricted or dangerous based on their breed.

2.7 Greyhounds

Current legislation

The Dog Act provides that retired racing greyhounds can return to the community as household pets, however, they must always be on a lead when they are in a public place. They are also required to wear a muzzle unless the dog has completed an approved training program as stipulated in the Act.

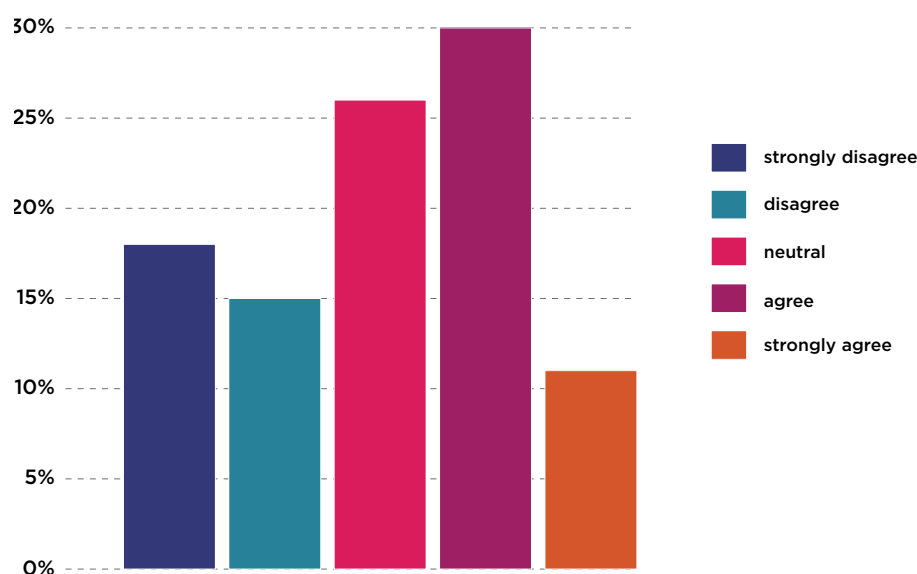
Feedback summary

Fifty-three per cent of survey respondents were in favour of removing the requirement for greyhounds to be muzzled when in public places. 18 per cent believe the requirement should remain, while 29 per cent were neutral.

Respondents to the surveys were asked if greyhounds should be required to complete an approved training program before they may be permitted to be in a public place without a muzzle.

As can be seen by the table below, 41 per cent of respondents supported the concept while 33 per cent disagreed and 26 per cent were neutral on the matter.

Figure 3: Greyhounds should be required to complete an approved training program to be unmuzzled in public places.



A large number (1,192) of written submissions advocated for pet greyhounds to not have to be muzzled when in public places, whether the dog has completed training or not. Many of these submissions suggested that the breed-specific muzzling requirement was ill-informed and archaic and that greyhounds are no more likely to attack than any other breed of dog. Submissions of this nature were received from members of the public, some local governments, peak bodies, animal welfare groups and other organisations in the industry.

In its submission to the review, the WA Rangers Association stated that it did not agree with the recommendation (from greyhound associations and some sections of the community) for greyhounds to be allowed to be off lead and/or unmuzzled in dog exercise areas or other public areas as it has been noted that greyhounds do attack.

Submissions from Racing and Wagering WA and Lisa Baker MLA supported the removal of compulsory muzzling but the provision requiring greyhounds to be on a leash while in public places to remain. The RSPCA (WA) also does not support the requirement for muzzling greyhounds.

Findings

29. Strong support exists for removing the compulsory requirement for greyhounds to be muzzled in public places.

30. There was also support for the muzzling requirement to be removed, but greyhounds to be kept on a leash in public places.

2.8 Assistance dogs

Current legislation

Assistance animals are used for a variety of reasons to help people with their daily lives. In Australia, the most commonly used assistance animal is a dog. An assistance dog is defined as any dog trained or being trained by an approved organisation or is approved by the Director General of the department, to alleviate or manage an effect of a person's disability or medical condition.

If a dog is approved as an assistance dog, it has full public access rights, including being allowed into shopping centres and on public transport.

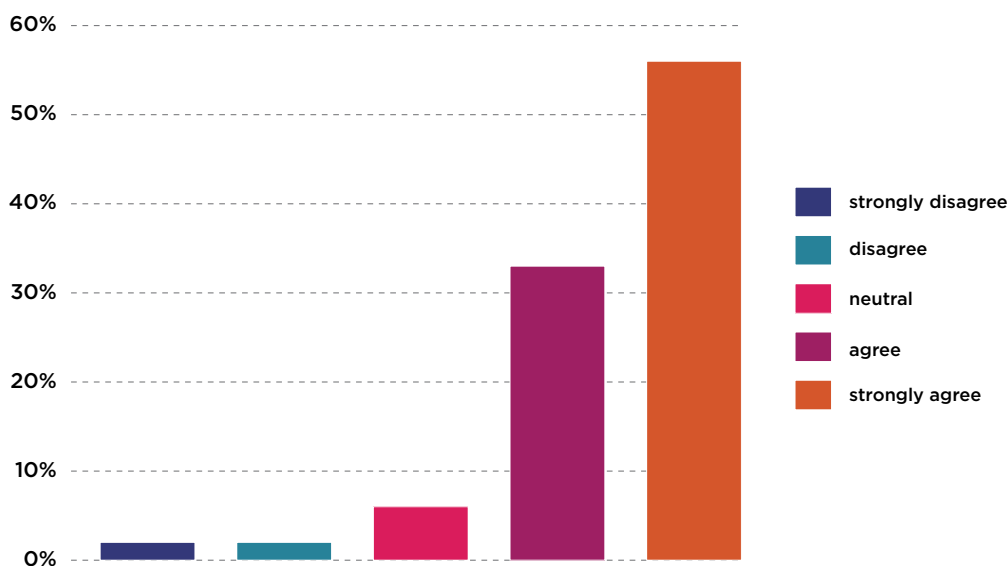
Feedback summary

Feedback has been received suggesting that there should be the ability to approve public access rights for other types of support dogs, such as dogs used in schools or for therapy. Rather than supporting a specific person with a disability or medical condition, a handler could be approved to take education or therapy dogs into public places for helping multiple people, such as children with behavioural issues or mental health conditions.

There was significant support for education and therapy dogs having public access rights, with 90 per cent of survey respondents in favour. Only four per cent were opposed.

Feedback was received from assistance dog advocates for the (2013) provisions to be amended to give people who are refused access to facilities with assistance dogs greater scope for recourse. Currently, only the *Disability Discrimination Act 1992* (Cth) accommodates for assistance animal complaints via the Australian Human Rights Commission. The Sussex Street Community Law Service Inc submitted that its service has acted in many cases where a person with a disability (accompanied by an assistance dog) has been denied access to premises, vehicles and facilities.

Figure 4: "Education and therapy dogs should have public access rights."



Findings

31. While the changes made in 2013 allowing for public access right for assistance dogs have been effective, there was strong support for public access rights to be extended for other types of support dogs.

32. Education about assistance dogs may assist to increase awareness about these trained and approved dogs being allowed in public places and areas like shopping centres etc.

Combining the Cat Act and the Dog Act

Current legislation

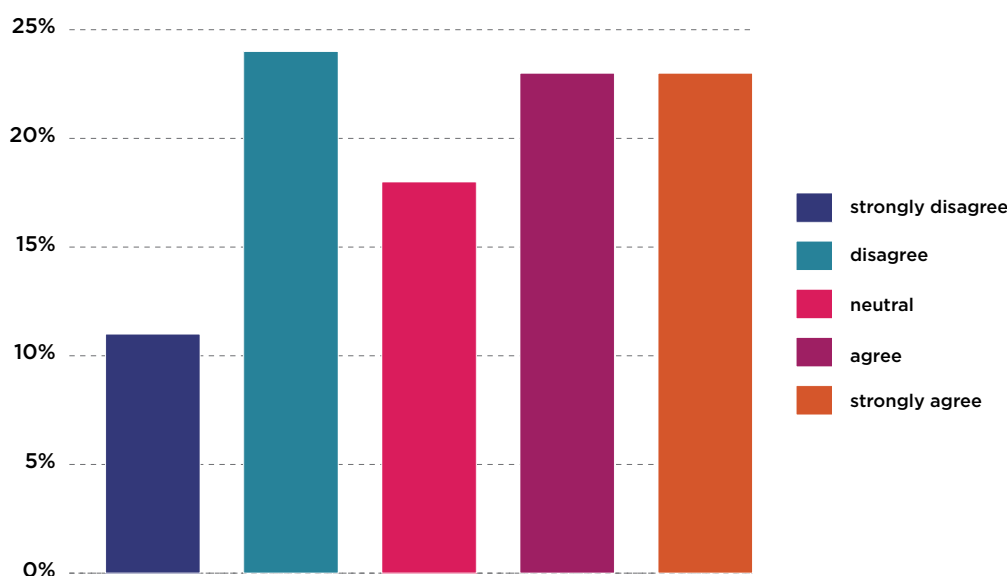
Most States and Territories around Australia have one Act for both cats and dogs. Many requirements apply equally to cats and dogs including registration, microchipping and some enforcement provisions. While there are some areas that are more relevant to dogs than cats and vice versa (for example dog attacks), generally cats and dogs are kept in similar circumstances and can impact negatively on the community when not managed effectively.

A combined Act would still allow for provisions specific to dangerous dogs, dog attacks and management of cats, but it would provide for consistent registration and microchipping provisions for cats and dogs. While not all provisions would apply equally, it would ensure that administrative and enforcement provisions were the same.

Feedback summary

As can be seen from the table below, opinions provided in the survey were split on this topic, with 46 per cent of respondents agreeing that there should be one Act for both cats and dogs.

Figure 4: "There should be one Act for both cats and dogs"



Among written submissions received, there was support for combining the *Dog Act 1976* and the *Cat Act 2011*. The WA Rangers Association supported combining the Acts as it would provide a consistent approach to many issues and is in line with most other Australian States and Territories. A combined Act may also enable the negative impacts of cats and dogs on the environment to be dealt with more effectively.

Findings

33. Feedback indicated support for combining the *Cat Act 2011* and the *Dog Act 1976* into one Act. This view was most evident among rangers and industry organisations who provided written submissions. The common theme is that they believe combining the Acts would be effective in allowing consistency in compliance, enforcement and more generally, laws among local governments.

Other matters

The department also received feedback that was not covered in detail in the consultation paper or was not within the scope of this review. These matters could be considered in any further review of the Acts to continue improving the effectiveness and operation of the legislation:

- Specific regulations to cover cat and dog foster carers, rescues and shelters – including whether animals should be registered, numbers of animals allowed to be kept and penalties when a (declared) dangerous dog is re-homed without the new owners/rehoming agency/local government being informed
- Cat breeders – standardise prescribed breeder applications across local governments
- The definitions relating to dog attacks and provocation should be reviewed – particularly to allow for enforcement following a dog attack and potential proceedings in court.
- The WA Rangers Association (WARA) submitted that the Cat Act and Dog Amendment Act have been effective but note that there are some issues that need to be addressed to continue to improve the operation of the Acts. WARA also commented that the introduction/changes to the Acts has led to additional resource obligations (workload and costs) on local governments to enforce the Acts and maintain compliance.

Conclusion

The analysis of the submissions to the statutory review of the *Cat Act 2011* and *Dog Amendment Act 2013* have provided insights into the effectiveness of both Acts, in addition to highlighting issues that may require further attention and potentially, improvement.

Feedback has indicated that, generally, both Acts are effective at providing for the control and management of cats and dogs and are meeting the objectives of promoting and encouraging responsible ownership of pets.

While the review has found that both Acts should continue, some key themes have been identified as areas for improvement:

- Not muzzling greyhounds when in public places
- Confining cats to premises
- Limiting the numbers of cats kept at premises
- Applying consistency of the laws across the State (noting that this is also being considered as part of the review of the *Local Government Act 1995*)
- Reviewing penalties, enforcement and the powers of rangers to enter premises, seize animals etc
- Combining the cat and dog Acts into one Act.

The feedback and information gathered as part of this review can be used to inform any future review or amendments of the Acts.

Appendix 1 - Summary of findings

Part 1 – cats

Registration

1. Registration of cats is strongly supported. The current three options for periods of registration should remain.
2. Registration periods for cats and dogs should be the same.
3. A central registration database for cats should be explored.

Collars and tags

4. Feedback indicated that the wearing of collars and tags achieves the purpose of enabling a cat to be identified by rangers – including making it obvious that it is a domestic cat that has an owner.
5. There is strong support for this to continue with no change.

Microchipping cats

6. Strong support from the public, local governments and industry exists for the practice of microchipping cats to continue.
7. Improvements could be made to the way microchip details are stored – this could be in either a national or State-based database.
8. Feedback indicated that education on the current requirements of microchipping, focusing on obligations of owners/breeders/rescues when a cat is transferred to a new owner and the need to keep information up to date, is necessary to achieve the desired outcomes of reuniting pets with their owners and the obligations of being a responsible cat owner.

Cat numbers and nuisance/wandering cats

9. There is strong support for cat numbers and confinement/curfews of cats to be implemented State-wide (in legislation) rather than through individual local laws – to provide consistency among local governments.
10. As a means of controlling cat numbers, there were multiple requests in the feedback received for the Cat Act to be brought into alignment with the Dog Act by placing greater restrictions on cat owners in relation to the number of cats that people can own.

Cat sterilisation

11. The provisions in the Cat Act for cats to be sterilised should remain.
12. Feedback indicated that the age of cat sterilisation should be lowered, although further expert consultation on this will be needed.

Part 2 – dogs

Registration

13. The three options for periods of registration for dogs should remain.
14. Registration periods for dogs and cats should be the same.
15. A central registration database for dogs is needed.

Collars and tags

16. Registration tags should continue to be worn by dogs.
17. Consideration could be given to metallic identifiers to be worn instead of plastic tags (this could also apply to cats).



Microchipping dogs

18. Strong support from the public, local governments and industry exists for the practice of microchipping dogs to continue.
19. Improvements should be made to the way microchip details are stored – this should be in either a national or State-based database.
20. Feedback indicated that education on the current requirements of microchipping, focusing on obligations of owners/breeders/rescues when a dog is transferred to a new owner and the need to keep information up to date is necessary to achieve the desired outcomes of reuniting pets with their owners and the obligations of being a responsible dog owner.

Nuisance dogs

21. Feedback indicated support for greater clarification of what constitutes nuisance barking and how these complaints are best dealt with by local governments.
22. There was support for an increase in penalties and for rangers to have more powers to enter/inspect/seize when it has been established a nuisance dog resides at a property.
23. Feedback suggests that guidance materials to assist local governments (and owners) to employ effective, humane, evidence-based strategies to address nuisance barking for the benefit of owners, dogs and the community would be an effective method of dealing with this problem.

Dog attacks

24. This is a broad topic where there are strong views, particularly on the penalties available and the powers that rangers have for seizing and holding dogs that have (or threatened to) attacked.
25. There is support for increased penalties for the owners of dogs that attack.
26. Feedback was strong for education and community awareness campaigns aimed at owners, breeders, children and the public to reduce the incidences of dog bites/attacks.

Dangerous dogs and restricted breeds

27. Feedback indicated a need for increased education and awareness campaigns to identify and appropriately manage dangerous and aggressive dogs.
28. While provisions introduced in 2013 such as the increase to penalties, courts being able to impose training requirements for dog owners, and stricter controls around dangerous dogs appear to be accepted, feedback suggests that there is a need for further improvements around dangerous dog enclosures, reviewing penalties and reviewing the declaration of dogs restricted or dangerous based on their breed.

Greyhounds

29. Strong support exists for removing the compulsory requirement for greyhounds to be muzzled in public places.
30. There was also support for the muzzling requirement to be removed, but greyhounds to be kept on a leash in public places.

Assistance dogs

31. While the changes made in 2013 allowing for public access right for assistance dogs have been effective, there was strong support for public access rights to be extended for other types of support dogs.
32. Education about assistance dogs may assist to increase awareness about these trained and approved dogs being allowed in public places and areas like shopping centres etc.

Combining the Cat Act and the Dog Act

33. Feedback indicated support for combining the *Cat Act 2011* and the *Dog Act 1976* into one Act. This view was most evident among rangers and industry organisations who provided written submissions. The common theme is that they believe combining the Acts would be effective in allowing consistency in compliance, enforcement and more generally, laws among local governments.

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Local Government Act 1995

Cat Act 2011

City of Armadale

Cat Local Law 2022

Under the powers conferred by the *Local Government Act 1995*, the *Cat Act 2011* and under all other powers enabling it, the Council of the City of Armadale resolved on XX to make the following local law.

PART 1 – PRELIMINARY

1.1 Citation

This local law may be cited as the *City of Armadale Cat Local Law 2022*.

1.2 Commencement

This local law comes into operation 14 days after the date of its publication in the *Government Gazette*.

1.3 Application

This local law applies throughout the district.

1.4 Terms used

In this local law unless the context otherwise requires —

Act means the *Cat Act 2011*;

applicant means the occupier of the premises who makes an application for a permit under this local law;

approved cat breeder has the meaning given to it in the Act;

authorised person means a person appointed by the local government to perform all or any of the functions conferred on an authorised person under this local law;

cat means an animal of the species *felis catus* or a hybrid of that species;

cat management facility has the meaning given to it in the Act;

cattery means any premises where 3 or more cats are boarded, housed or trained temporarily, usually for profit, and where the occupier of the premises is not the ordinary owner of the cats;

CEO means the Chief Executive Officer of the local government;

Council means the Council of the local government;

district means the district of the local government;

effective control in relation to a cat means any of the following methods—

- (a) the cat is held by a person who is capable of controlling the cat;
- (b) the cat is secured in a cage; or
- (c) any other means of preventing escape of the cat.

group dwelling (commonly referred to as a duplex, villa or townhouse) means a dwelling that is one of a group of two or more dwellings on the same lot such that no dwelling is placed wholly or partly vertically above or below the other, except where special conditions of landscape or topography dictate otherwise, and includes a dwelling on a survey strata with common property;

local government means the City of Armadale;

multiple dwelling (often called a flat, apartment or unit) meaning a dwelling in a group of more than 1 dwelling on a lot where any part of a dwelling is vertically above part of any other but—

- (a) does not include a group dwelling; and
- (b) includes any dwellings above the ground floor in a mixed use development;

nuisance means —

- (a) an activity or condition which is harmful or annoying and which gives rise to legal liability in the tort of public or private nuisance at law;
- (b) an unreasonable interference with the use and enjoyment of a person of his or her ownership or occupation of land;
- (c) interference which causes material damage to land or other property on the land affected by the interference;

Notice means a Cat Control Notice issued under section 26 of the Act;

owner has the meaning given to it in the Act;

permit means a permit issued by the local government under Part 4;

permit holder means a person who holds a valid permit issued under Part 4;

pet shop means a shop or place used for the conduct of a business, in the course of which an animal is kept for the purposes of sale;

premises has the meaning given to it in the Act;

public place has the meaning given to it in the Act;

Schedule means a Schedule to this local law;

Scheme means a town planning scheme of the local government made by it under the *Planning and Development Act 2005* and its antecedents;

single dwelling means a house that stands alone on its own parcel of land.

PART 2—CAT CONTROL

2.1 Cats in Public Places

- (1) A cat shall not be permitted in a public place, if in the opinion of an authorised person, the cat is causing a nuisance.
- (2) If a cat is at any time in a public place in contravention of subclause (1)—
 - (a) the owner of the cat commits an offence; and
 - (b) an authorised person may seize and impound the cat and deal with the cat pursuant to the Act.

2.2 Cats in Other Places

- (1) A cat shall not be in any place that is not a public place if—
 - (a) consent to it being there has not been given by the occupier, or a person authorised to consent on behalf of the occupier; and/or
 - (b) the cat, in the opinion of an authorised person, is causing a nuisance.
- (2) If a cat is at any time in a place in contravention of subclause (1)—
 - (a) the owner of the cat commits an offence; and
 - (b) an authorised person may seize and impound the cat and deal with the cat pursuant to the Act.

2.3 Cat in Prohibited Areas

- (1) A cat shall not be in any Cat Prohibited Area as identified in Schedule 3.

- (2) If a cat is at any time in a place in contravention of subclause (1)—
 - (a) the owner of the cat commits an offence; and
 - (b) an authorised person may seize and impound the cat and deal with the cat pursuant to the Act.

2.4 Cat Nuisance

- (1) The owner of a cat, or any other person responsible for a cat, shall not allow the cat to create a nuisance.
- (2) Where, in the opinion of an authorised person, a cat is creating a nuisance, the local government may give a Notice to the owner of the cat or any other person in control of the cat, requiring that person to abate the nuisance.
- (3) When a nuisance has occurred and a Notice is given, the Notice remains in force for the period specified by the local government on the Notice which shall not exceed 6 months from the date of the Notice.
- (4) A person given a Notice shall comply with the Notice within the period specified in the notice.
- (5) If the owner fails to comply with a Notice, then —
 - (a) the owner of the cat commits an offence; and
 - (b) an authorised person may seize and impound the cat and deal with the cat pursuant to the Act.

PART 3—CAT PROHIBITED AREAS

3.1 Designation of Cat Prohibited Areas

- (1) The local government may designate land as a Cat Prohibited Area by stating a description of the land in Schedule 3.
- (2) In determining land as a Cat Prohibited Area for the purposes of subclause (1), the local government may have regard to—
 - (a) the nature of the flora and fauna on the land;
 - (b) whether the land has been recognised by any authority as having flora or fauna of local, regional or state significance;
 - (c) whether it is land to which section 5 of the *Conservation and Land Management Act 1984* applies;

- (d) whether the land is declared as an 'Environmentally Sensitive Area' under the *Environmental Protection Act 1986*; or
 - (e) whether the land is near another area considered to be environmentally significant.
- (3) In designating land for the purpose of section 3.1 the Local Government shall have regard to clause 2.1.

PART 4—PERMITS FOR KEEPING CATS

4.1 Interpretation

For the purposes of applying this Part, a **cat** does not include a cat less than 6 months old.

4.2 Cats for Which a Permit is Required

(1) Subject to subclause (2) a person is required to have a permit to—

- (a) keep 3 cats or more on any premises;
- (b) be an approved cat breeder; or
- (c) use any premises as a cattery.

(2) A permit is not required under subclause (1) if the premises concerned are—

- (a) a cat management facility operated by a body prescribed as a cat management facility operator under the *Cat Regulations 2012*;
- (b) a cat management facility operated by the local government;
- (c) a veterinary clinic or veterinary hospital as defined under section 2 of the *Veterinary Surgeons Act 1960*, but only in relation to cats kept on those premises for treatment; or
- (d) a pet shop.

(3) If the owner fails to obtain a permit under clause 4.2(1), then —

- (a) the owner of the cat commits an offence; and
- (b) an authorised person may seize and impound the cat and deal with the cat pursuant to the Act.

4.3 Transitional Provisions

Where an owner has 3 or more cats on their premises, registered in accordance with the Act, prior to this local law coming into operation they are not required to have a permit; however they will not substitute or replace any cat (in excess of 2 cats) once that cat—

- (a) dies; or
- (b) is permanently removed from the premises.

4.4 Application for Permit

An application for a permit under clause 4.2 shall include but may not be limited to the following —

- (a) made in writing by an occupier of either a single or multiple dwelling or premises in relation to that single or multiple dwelling or premises;
- (b) in a form approved by the local government, describing and specifying the number of cats to be kept at the single or multiple dwelling or on the premises;
- (c) accompanied by justification for the request;
- (d) accompanied by the plans of the single or multiple dwelling or premises to which the application relates, to the specification and satisfaction of the local government;
- (e) accompanied by the consent in writing of the owner of the single or multiple dwelling or premises, where the occupier is not the owner of the single or multiple dwelling or premises to which the application relates;
- (f) accompanied by the application fee for the permit determined by the local government from time to time; and
- (g) accompanied by written evidence that either the applicant or another person who will have charge of the cats, will reside at the single or multiple dwelling or on the premises or, in the opinion of the local government, sufficiently close to the single or multiple dwelling or premises so as to maintain effective control of the cats and ensure their health and welfare.

4.5 Refusal to Determine Application

The local government may not determine an application for a permit if it is not made in accordance with clause 4.4.

4.6 Factors Relevant to Determination of Application

- (1) In determining an application for a permit the local government may have regard to—
 - (a) the reasons and justification provided for the request;
 - (b) the physical suitability of the premises for the proposed use;
 - (c) the suitability of the zoning of the premises under any Scheme which applies to the premises for the use;
 - (d) the environmental sensitivity and general nature of the location surrounding the premises for the proposed use;

- (e) the structural suitability of any enclosure in which any cat is to be kept;
- (f) the likelihood of a cat causing a nuisance, inconvenience or annoyance to the occupiers of adjoining land;
- (g) the likely effect on the amenity of the surrounding area of the proposed use;
- (h) the likely effect on the local environment, including any pollution or other environmental damage which may be caused by the use;
- (i) any submissions received under subclause (2) within the time specified in subclause (2); and
- (j) such other factors which the local government may consider to be relevant in the circumstances of the particular case.

(2) Where an application is received pursuant to clause 4.4 the local government shall—

- (a) consult with adjacent occupiers and landowners; and
- (b) notify adjacent occupiers and landowners that they may make submissions to the local government on the application for the permit within 14 days of receiving that advice;
- before determining the application for the permit.

4.7 Decision on Application

(1) The local government may—

- (a) approve an application for a permit, in which case it shall approve it subject to the conditions in clause 4.8, and may approve it subject to any other conditions it considers fit;
- (b) approve an application but specify an alternative number of cats permitted to be housed at the address; or
- (c) refuse to approve an application for a permit.

(2) If the local government approves an application under subclause (1), then it shall issue to the applicant a permit in the form determined by the CEO.

(3) If the local government refuses to approve an application under subclause (1), then it is to advise the applicant accordingly in writing.

4.8 Conditions

(1) Every permit is issued subject to the following conditions—

- (a) each cat kept on the premises to which the permit relates shall remain under the effective control of a person;
- (b) that the premises must be adequately fenced (and premises will be taken not to be adequately fenced if there is more than one escape of a cat from the premises);

- (c) the single, group or multiple dwelling or premises shall be maintained in good order and in a clean and sanitary condition;
 - (d) the written consent to the application for a permit of the adjoining group or multiple dwellings has been obtained;
 - (e) the written consent to the application from the owner of the premises, if not the applicant, has been obtained;
 - (f) without the consent of the local government, the permit holder will not substitute or replace any cat once that cat—
 - (i) dies; or
 - (ii) is permanently removed from the premises.
 - (g) those conditions contained in Schedule 1.
- (2) A permit holder who fails to comply with a condition of a permit commits an offence.

4.9 Duration of Permit

Unless otherwise specified, in a condition on a permit, a permit commences on the date of issue and is valid until any cat either—

- (a) dies; or
- (b) is permanently removed from the premises; or
- (c) the permit holder ceases to reside at the dwelling or premises to which the permit relates.

4.10 Revocation

The local government may revoke a permit if the permit holder fails to observe any provision of this local law or a condition of a permit.

4.11 Permit not Transferable

A permit is not transferable in relation to either the permit holder or the dwelling or premises.

PART 5—IMPOUNDING OF CATS

5.1 Cat Management Facility

- (1) The local government may establish and maintain a cat management facility or facilities, managed by an authorised person for the impounding of cats and the subsequent management of those cats under this local law.
- (2) The local government may determine from time to time—

- (a) the times when a cat management facility will be open for the reception and release of cats; and
 - (b) times for the sale of cats from the facility.
- (3) An authorised person, referred to in subclause (1), is to be in attendance at the facility for the release of impounded cats at the times and on the days of the week that the facility is open to the public.

5.2 Impounding Register

- (1) The local government is to keep a register that records the impoundment of each cat.
- (2) The register is to contain the following information about each impounded cat—
 - (a) if known, the breed and sex of the cat;
 - (b) the colour, distinguishing markings and features of the cat;
 - (c) if known, the name and address of the owner;
 - (d) the date, time and location of seizure and impounding;
 - (e) the particulars of the authorised person who impounded the cat and, if applicable, the person who delivered a cat for impounding;
 - (f) the reason for the impounding;
 - (g) a note of any direction made by an authorised person under clause 2.4(2) relating to the cat; and
 - (h) the date of the sale, release or destruction of the cat.
- (3) The register is to be available for inspection by the public.

5.3 Charges and Costs

The following are to be imposed and determined by the local government under sections 6.16 to 6.19 of the *Local Government Act 1995*—

- (a) the charges to be levied under section 31 of the Act relating to the seizure, impounding, caring, microchipping, sterilisation or destruction/disposal of a cat; and
- (b) the additional fee payable under section 31 of the Act where a cat is released or sold at a time or on a day other than those determined under clause 5.1(2).

5.4 Release of Impounded Cats

- (1) A claim for the release of a cat seized and impounded is to be made to the authorised person referred to in clause 5.1(1).

- (2) The authorised person referred to in clause 5.1(1) is not to release a cat seized and impounded to any person unless that person has produced, to their satisfaction, evidence—
 - (a) of his or her ownership of the cat or of his or her authority to take delivery of it; or
 - (b) that he or she is the person identified as the owner on a microchip implanted in the cat; or
 - (c) of proof of registration of the cat in accordance with the Act; or
 - (d) if a permit under Part 4 is required, proof of obtaining the permit.
- (3) A cat may not be released from a cat management facility operated by the local government until all applicable fees have been paid and the cat is registered and microchipped in accordance with the Act.
- (4) The CEO may waive fees required to be paid under subclause (3).
- (5) Subclause (3) does not apply to an authorised person acting in the course of their duties.

PART 6—MISCELLANEOUS

6.1 Giving of a Notice

A Notice given under this local law may be given to a person—

- (a) personally;
- (b) by mail, physical or electronic means, addressed to the person; or
- (c) by leaving it for the person at her or his address.

6.2 Content of a Notice

The contents of a Notice given under clause 6.1 can be—

- (a) ascertained from the person directly;
- (b) recorded by the local government under the Act; or
- (c) ascertained from enquiries made by the local government.

PART 7—OBJECTIONS AND REVIEW

7.1 Objections and Review

Any person who is aggrieved by the conditions imposed in relation to a permit, the revocation of a permit, or by the refusal of the local government to grant a

permit may object to the decision under Division 1 of Part 9 of the *Local Government Act 1995*.

PART 8—OFFENCES AND PENALTIES

8.1 Offences

- (1) Any person who fails to do anything required or directed to be done under this local law, or who does anything which under this local law that person is prohibited from doing, commits an offence.
- (2) Any person who commits an offence under this local law is liable, on conviction, to a penalty not exceeding \$5000, and if the offence is of a continuing nature, to an additional penalty not exceeding \$500 for each day or part of a day during which the offence has continued.

8.2 Prescribed Offences

- (1) An offence against a clause specified in Schedule 2 is a prescribed offence for the purposes of section 84 of the Act.
- (2) The amount appearing directly opposite each such offence is the modified penalty in relation to that offence.

8.3 Forms

- (1) The issue of infringement notices, their withdrawal and the payment of modified penalties are dealt with in Division 4 of Part 4 of the Act.
- (2) An infringement notice given under section 62 of the Act is to be in the form of Form 6 of Schedule 1 of the *Cat Regulations 2012*.
- (3) A notice sent under section 65 of the Act withdrawing an infringement notice is to be in the form of Form 7 of Schedule 1 of the *Cat Regulations 2012*.

Schedule 1

ADDITIONAL CONDITIONS APPLICABLE TO PARTICULAR PERMITS

[Clause 4.8]

A. Permit to keep 3 Cats or More

Additional conditions—

- (1) In the case of a grouped dwelling where there is no suitable dividing fence or multiple dwellings on the same level, the written consent to the application for a permit of the occupier of the adjoining dwellings has been obtained.
- (2) Without the consent of the local government, the permit holder will not substitute or replace any cat that is the subject of a permit once that cat—
 - (a) dies; or
 - (b) is permanently removed from the premises.

B. Permit for Approved Cat Breeder

Additional conditions—

- (1) Required to keep records of all purchases and or transfers of cat/s for a period of 2 years, including but not limited to the purchasers' name and address, and the cat/s microchip number; and
- (2) Premises may be inspected annually.

C. Permit to Use Premises as a Cattery

Additional conditions—

- (1) All building enclosures must be structurally sound, have impervious flooring, be well lit and ventilated and otherwise comply with all legislative requirements;
- (2) There is to be a feed room, wash area, isolation cages and maternity section;
- (3) Materials used in structures are to be approved by the local government;
- (4) An approved apparatus for the treatment and disposal of sewerage is to be installed to the satisfaction of the local government and where installed it is to be maintained to the manufacturer's specifications.
- (5) The internal surfaces of walls are, where possible, to be smooth, free from cracks, crevices and other defects;
- (6) All fixtures, fittings and appliances are to be capable of being easily cleaned, resistant to corrosion and constructed to prevent the harbourage of vermin;
- (7) Wash basin with the minimum of cold water to be available to the satisfaction of the Local Government;
- (8) The maximum number of cats to be kept on the premises stated on the permit is not to be exceeded;
- (9) An register is to be kept recording in respect of each cat the—
 - (a) date of admission;
 - (b) date of departure;
 - (c) breed, age, colour and sex; and
 - (d) the name and residential address of the owner;

- (10) The register is to be made available for inspection on the request of an authorised person;
- (11) Enclosures are to be thoroughly cleaned each day and disinfected at least once a week to minimise disease;
- (12) Any sick or ailing cat is to be removed from the premises or transferred to an isolation cage separated from other cats on the premises; and
- (13) Any other matter which in the opinion of the local government is deemed necessary for the health and wellbeing of any cat, or person, or adjoining premises or the amenity of the area (or any part thereof).

Schedule 2
PRESCRIBED OFFENCES

[Clause 8.2]

Item	Clause	Description	Modified Penalty
1	2.1(2)(a)	Cat causing a nuisance in a public place	\$200
2	2.2(2)(a)	Cat in a place that is not a public place without consent and/or is causing a nuisance	\$200
3	2.3(2)(a)	Cat in prohibited area	\$200
4	2.4(5)(a)	Failure to comply with a Notice	\$200
5	4.2(3)(a)	Failure to obtain a Permit	\$200
6	4.8(2)	Failure to comply with a condition of a permit	\$200

Schedule 3
CAT PROHIBITED AREAS

[Clause 3.1]

Property Description	Reserve No.	Suburb
Armadale Settlers Common (including ecological corridors)	R4127, R51797, R48887, R47394, R47977, R45929, R46515.	Bedforddale
Bungendore Park	R4561	Bedforddale
Fletcher Park	R14217	Armadale
Lloyd Hughes Park	R6468	Kelmscott
Roley Pools	R28353	Roleystone

Dated the _____ day of _____ 2023.

The Common Seal of the City of Armadale was affixed by authority of a resolution of the Council in the presence of:

Ruth Butterfield
MAYOR

Joanne Abbiss
CHIEF EXECUTIVE OFFICER



Telephone: (08) 9394 5000

Facsimile: (08) 9394 5184

Website: www.armadale.wa.gov.au

Email: info@armadale.wa.gov.au

Address: 7 Orchard Avenue, Armadale WA 6112

Memo

To: All Councillors

Cc: ELT

From: Executive Director Community Services

File: G/CSE/1-02

Date: 3 March 2023

Re: Councillor Information – Cat Local Law

Dear Councillors

I refer to the Community Services Meeting agenda item from 7 February 2023 regarding the Proposed Cat Local Law and subsequent Council recommendation from 13 February 2023:

That Council recommit this item to the April 2023 Community Services Committee pending further information.

I have attached for your further information:

1. Respondent details by location in relation to the submissions received on the draft Local Cat Law in 2015; and
2. Cat ownership analysis by number of cats per property.

Please let me know if there is anything further you require before the Proposed Cat Local Law report is re-presented at the Community Services Meeting being held on 4 April 2023.

If further information is required, please contact me as soon as possible to allow Officers sufficient time to put the information together.

Kind regards

A handwritten signature in blue ink, appearing to be "SvA", is located below the "Kind regards" text.

Suzette van Aswegen
Executive Director Community Services



Schedule of Submissions – Proposed Cat Local Law (2015)

Location Details of Respondents

Submission Number	Respondent Details
1	Frances Gregory Drive Bedfordale
2	Kurrajong Street Roleystone
3	PO Box Cannington
4	Athena Place Roleystone
5	Albany Highway Mt Nasura
6	P.O. Box Kelmscott
7	Tyers Road Roleystone
8	Seventh Road Armadale
9	Opal Way Mt Richon
10	Ellis Road Mt Nasura
11	Dreyer Road Roleystone
12	High Road Roleystone
13	Street address not provided Roleystone
14	Urch Road Roleystone
15	Athena Place Roleystone
16	Gemsarna Crescent Kelmscott
17	Street address not provided Mt Richon
18	Marble Road Byford
19	Orana Way Roleystone
20	P.O. Box Kalamunda
21	Merton Road Roleystone
22	No address details provided
23	Simons Drive Roleystone
24	Paterson Road Mt Nasura
25	Brookton Highway Roleystone
26	Girraween Street Armadale

Cat Ownership Analysis

Number of Cats at Property	Number of Properties	Location
1 cat	1690	
2 cats	595	
3 cats	107	
4 cats	39	
5 cats	13	5 x Armadale 3 x Kelmscott 2 x Harrisdale 2 x Roleystone Seville Grove
6 cats	6	Armadale Brookdale Camillo Kelmscott Piara Waters Seville Grove
7 cats	1	Armadale
8 cats	4	2 x Armadale Seville Grove Hilbert
9 cats	4	Armadale Seville Grove Camillo Mt Nasura
16 cats	1	Armadale
19 cats	1	Armadale
23 cats	1	Mt Nasura