



AGENDA

Council Meeting

Tuesday, 20 October 2020 at 6.30pm

Disclaimer

The purpose of this Council meeting is to discuss and, where possible, make resolutions about items appearing on the agenda. Whilst Council has the power to resolve such items and may in fact, appear to have done so at the meeting, no person should rely on or act on the basis of such decision or on any advice or information provided by a member or officer, or on the content of any discussion occurring, during the course of the meeting.

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Procedure for Deputations, Presentations and Public Question Time at Council Meetings

Council thanks you for your participation in Council Meetings and trusts that your input will be beneficial to all parties. Council has a high regard for community input where possible, in its decision making processes.

<p style="text-align: center;">Deputations</p> <p style="text-align: center;">A formal process where members of the community request permission to address Council or Committee on an issue.</p>	<p style="text-align: center;">Presentations</p> <p style="text-align: center;">An occasion where awards or gifts may be accepted by the Council on behalf of the community, when the Council makes a presentation to a worthy recipient or when agencies may present a proposal that will impact on the Local Government.</p>
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Procedures for Deputations

The Council allows for members of the public to make a deputation to Council on an issue related to Local Government business.

Notice of deputations need to be received by **5pm on the day before the meeting** and agreed to by the Presiding Member. Please contact Executive Support Services via telephone on 9339 9339 or email admin@eastfremantle.wa.gov.au to arrange your deputation.

Where a deputation has been agreed to, during the meeting the Presiding Member will call upon the relevant person(s) to come forward and address Council.

A Deputation invited to attend a Council meeting:

- (a) is not to exceed five (5) persons, only two (2) of whom may address the Council, although others may respond to specific questions from Members;
- (b) is not to address the Council for a period exceeding ten (10) minutes without the agreement of the Council; and
- (c) additional members of the deputation may be allowed to speak with the agreement of the Presiding Member.

Council is unlikely to take any action on the matter discussed during the deputation without first considering an officer's report on that subject in a later Council agenda.

Procedure for Presentations

Notice of presentations being accepted by Council on behalf of the community, or agencies presenting a proposal, need to be received by **5pm on the day before the meeting** and agreed to by the Presiding Member. Please contact Executive Support Services via telephone on 9339 9339 or email admin@eastfremantle.wa.gov.au to arrange your presentation.

Where the Council is making a presentation to a worthy recipient, the recipient will be advised in advance and asked to attend the Council meeting to receive the award.

All presentations will be received/awarded by the Mayor or an appropriate Councillor.

Procedure for Public Question Time

The Council extends a warm welcome to you in attending any meeting of the Council. Council is committed to involving the public in its decision making processes whenever possible, and the ability to ask questions during 'Public Question Time' is of critical importance in pursuing this public participation objective.

Council (as required by the *Local Government Act 1995*) sets aside a period of 'Public Question Time' to enable a member of the public to put up to three (3) questions to Council. Questions should only relate to the business of Council and should not be a statement or personal opinion. Upon receipt of a question from a member of the public, the Mayor may either answer the question or direct it to a Councillor or an Officer to answer, or it will be taken on notice.

Having regard for the requirements and principles of Council, the following procedures will be applied in accordance with the *Town of East Fremantle Local Government (Council Meetings) Local Law 2016*:

1. Public Questions Time will be limited to fifteen (15) minutes.
2. Public Question Time will be conducted at an Ordinary Meeting of Council immediately following "Responses to Previous Public Questions Taken on Notice".
3. Each member of the public asking a question will be limited to two (2) minutes to ask their question(s).
4. Questions will be limited to three (3) per person.
5. Please state your name and address, and then ask your question.
6. Questions should be submitted to the Chief Executive Officer in writing by **5pm on the day before the meeting and be signed by the author**. This allows for an informed response to be given at the meeting.
7. Questions that have not been submitted in writing by 5pm on the day before the meeting will be responded to if they are straightforward.
8. If any question requires further research prior to an answer being given, the Presiding Member will indicate that the "question will be taken on notice" and a response will be forwarded to the member of the public following the necessary research being undertaken.
9. Where a member of the public provided written questions then the Presiding Member may elect for the questions to be responded to as normal business correspondence.
10. A summary of the question and the answer will be recorded in the minutes of the Council meeting at which the question was asked.

During the meeting, no member of the public may interrupt the meetings proceedings or enter into conversation.

Members of the public shall ensure that their mobile telephone and/or audible pager is not switched on or used during any meeting of the Council.

Members of the public are hereby advised that use of any electronic, visual or audio recording device or instrument to record proceedings of the Council is not permitted without the permission of the Presiding Member.

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NOTICE OF MEETING

Elected Members

An Ordinary Meeting of the Council will be held at 6.30pm on Tuesday, 20 October 2020 in the Council Chamber, 135 Canning Highway, East Fremantle and your attendance is requested.



GARY TUFFIN
Chief Executive Officer

AGENDA

- 1. OFFICIAL OPENING**
- 2. ACKNOWLEDGEMENT OF COUNTRY**
"On behalf of the Council I would like to acknowledge the Whadjuk Nyoongar people as the traditional custodians of the land on which this meeting is taking place and pay my respects to Elders past, present and emerging."
- 3. RECORD OF ATTENDANCE**
 - 3.1 Attendance**
 - 3.2 Apologies**
 - 3.3 Approved**
- 4. DISCLOSURES OF INTEREST**
 - 4.1 Financial**
 - 4.2 Proximity**
 - 4.3 Impartiality**
- 5. PUBLIC QUESTION TIME**
 - 5.1 Responses to previous questions from members of the public taken on notice**
Nil.
 - 5.2 Public Question Time**
- 6. PRESENTATIONS/DEPUTATIONS**
 - 6.1 Presentations**
Nil.

6.2 Deputations

7. APPLICATIONS FOR LEAVE OF ABSENCE

8. CONFIRMATION OF MINUTES OF PREVIOUS MEETING

8.1 Meeting of Council (15 September 2020)

8.1 OFFICER RECOMMENDATION

That the minutes of the Ordinary meeting of Council held on Tuesday, 15 September 2020 be confirmed as a true and correct record of proceedings.

9. ANNOUNCEMENTS BY THE PRESIDING MEMBER

10. UNRESOLVED BUSINESS FROM PREVIOUS MEETINGS

Nil.

11. REPORTS AND RECOMMENDATIONS OF COMMITTEES

11.1 Town Planning Committee Meeting (6 October 2020)

File ref	C/MTP1
Prepared by	Andrew Malone, Executive Manager Regulatory Services
Meeting Date:	20 October 2020
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	1. Town Planning Committee Minutes

Purpose

To submit the minutes and delegated decisions of the Town Planning Committee for receipt by Council.

Executive Summary

The Committee, at its meeting on 6 October 2020, exercised its delegation in three statutory matters where at least four members voted in favour of the Reporting Officer's recommendations.

Consultation

Town Planning Committee.

Statutory Environment

Nil.

Policy Implications

Nil.

Strategic Implications

Nil.

Site Inspection

Not applicable.

Comment

The unconfirmed minutes of the Town Planning Committee meeting are now presented to Council to be received.

11.1 COMMITTEE RECOMMENDATION

That the unconfirmed Minutes of the Town Planning Committee Meeting held on 6 October 2020 be received.

TOWN OF
EAST FREMANTLE



MINUTES

Town Planning Committee

Tuesday, 6 October 2020 at 6.32pm

Disclaimer

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MINUTES OF THE ORDINARY MEETING OF THE TOWN PLANNING COMMITTEE HELD IN THE COUNCIL CHAMBER, 135 CANNING HIGHWAY, EAST FREMANTLE ON TUESDAY 6 OCTOBER 2020.

1. DECLARATION OF OPENING OF MEETING/ANNOUNCEMENTS OF VISITORS

Presiding member opened the meeting at 6.32 pm and welcomed members of the gallery.

2. ACKNOWLEDGEMENT OF COUNTRY

“On behalf of the Council I would like to acknowledge the Whadjuk Nyoongar people as the traditional custodians of the land on which this meeting is taking place and pay my respects to Elders past and present.”

3. RECORD OF ATTENDANCE

3.1 Attendance

The following members were in attendance:

Cr C Collinson	Presiding Member
Cr A Natale	
Cr J Harrington	
Cr D Nardi	
Cr A Watkins	

The following staff were in attendance:

A Malone	Executive Manager Regulatory Services
K Culkin	Minute Secretary

There were seven members of the public in attendance.

3.2 Apologies

Mayor J O’Neill

3.3 Leave of Absence

Nil

4. MEMORANDUM OF OUTSTANDING BUSINESS

Nil

5. DISCLOSURES OF INTEREST

5.1 Financial

Nil

5.2 Proximity

Nil

5.3 Impartiality

5.3.1 Cr Watkins – Item 11.1 No. 67 Fortescue Street, East Fremantle.

6. PUBLIC QUESTION TIME

6.1 Responses to previous questions from members of the public taken on notice

Nil

6.2 Public Question Time
Nil

7. PRESENTATIONS/DEPUTATIONS

7.1 Presentations
Nil

7.2 Deputations
Nil

8. CONFIRMATION OF MINUTES OF PREVIOUS MEETING

8.1 Town Planning Committee (1 September 2020)

8.1 OFFICER RECOMMENDATION

Moved Cr Nardi, seconded Cr Natale

That the minutes of the Town Planning Committee meeting held on Tuesday 1 September 2020 be confirmed as a true and correct record of proceedings.

(CARRIED UNANIMOUSLY)

9. ANNOUNCEMENTS BY THE PRESIDING MEMBER
Nil

10. REPORTS OF COMMITTEES
Nil

11. REPORTS OF OFFICERS (COMMITTEE DELEGATION)

Cr Watkins declared the following impartiality declaration, "As a consequence of the applicant, A Naglazas, being known to me as the neighbour of a close friend, there may be a perception that my impartiality on the matter may be affected with regard to the determination of this application. I declare that I have considered this matter entirely on its merits and with complete impartiality and objectivity"

11.1 Fortescue Street No 67 (Lot 133) Proposed home occupation (hair salon)

Owner	Franco Pesce and Angelica Naglazas
Applicant	Angelina Naglazas
File ref	P085/20
Prepared by	James Bannerman Planning Officer
Supervised by	Andrew Malone, Executive Manager Regulatory Services
Meeting date	6 October 2020
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	Nil

Purpose

The purpose of this report is for Council to consider a planning application for a proposed home occupation (hair salon) at No 67 (Lot 133) Fortescue Street, East Fremantle.

Executive Summary

The applicant is seeking Council approval to operate a home occupation (hair salon) at the subject site within the existing ancillary dwelling at the rear of the property.

There are three issues that are relevant to the determination of this application;

1. Impact on residential amenity from business activity
2. Effect of vehicle traffic
3. Adequacy of car parking

It is felt that this proposal can be supported subject to planning conditions, including a 12-month temporary approval to enable potential impacts to be monitored and reassessed by Council after the temporary approval has finished.

Background

Zoning: Residential R12.5

Site area: 1011m²

Consultation

Advertising

The proposal was advertised to the surrounding landowners from 31 August to 14 September 2020. The following submissions were received. Five supported the proposal and 6 objected to the proposal.

Submission	Applicant Response	Officer Response
Submission 1 I object to the proposal. We've owned our property for the last seven years and have enjoyed	By having the rear studio to work out of it. The home occupation fits well with being	Although it is recognised that the road can become a supplementary play and activity space for children it is essential to

<p>seeing it grow into a family friendly street that's focused on strengthening community bonds and providing a safe place for kids to grow up. In the last 5 years there's been a burgeoning of children in the street that enjoy playing on the street and being together, usually walking up and down, riding bikes, scooters and skateboards along the footpath.</p> <p>We don't feel that introducing a business into a residential area is a good idea due to the increase in traffic flow, extra cars on the street which impede visuals when people (mainly children) want to cross the road and the coming and going of random people - hence why the majority of businesses are in commercial zones in a site designated to running a business.</p> <p>Our main concern is the children and their safety. There's a lot of them on our street.</p>	<p>" community minded and keeping children and people within that community".</p> <p>Home occupation should be looked at being community minded, as if people could walk to a hair salon, not having to get in a car and drive to a shop thus creating more traffic on the street coming and going, as well as creating further connection to those who live within a community and with residents getting to know everyone.</p> <p>In days gone by where there were local corner shops such as delicatessen and barbers, thus strengthened the community and reduced risk of stranger danger by knowing the people in the neighbourhood plus reducing the need to get into a car and drive everywhere for goods and services.</p>	<p>realise that the road is primarily designed for vehicle transport and to allow vehicles to access properties along the street. It is essential that children are supervised when using the road or crossing the road.</p> <p>There are no limits on who can access Fortescue Street as it is a public road, not a private road.</p> <p>Conditions will be imposed as part of any approval of the home occupation that will limit the number of customers coming and going from the business.</p> <p>If the business grows beyond its capacity as a home occupation, then it is expected that it will migrate to commercial premises as it will not be able to achieve the proposed conditions of approval.</p>
<p>Submission 2 P085/20. As a resident of Fortescue street (60) I support the small business use proposed for 67 Fortescue St.</p>		<p>Noted</p>
<p>Submission 3 I support the proposal. I think it is important for our community to support diverse options for people living and working in the neighbourhood. I fully support this proposal that will have no impact on neighbours (only one client car visiting the property at one time).</p>		<p>Noted</p>
<p>Submission 4 I support the proposal. One customer at a time is not going to impact anyone in the street- I support letting this new neighbour make a little income!</p>		<p>Noted</p>
<p>Submission 5 I support the proposal. Happy to support.</p>		<p>Noted</p>
<p>Submission 6 I would like to lodge my strong disapproval for the application P085/20 for 67 Fortescue Street East Fremantle. I choose to live on Fortescue Street because it is a quiet residential street, I definitely do not want a Hair business opening up on my street. There are enough cars parked on our street already and</p>	<p>My daughter and I had a hair salon within an aged care facility where we would share the days and hours of work to fit with the children school and holidays. It was a 4-day concern with hours between school hours. Very part time basis which suited us both. We would share the client appointments and it gave us both a small income. Due to COVID-19, our contract and our income ceased. By having a rear studio area to work out from, it will enable us both to have a small income and continue to provide hair dressing to our</p>	<p>There is the potential for residents to establish home occupations at their property in accordance with Local Planning Scheme No 3.</p> <p>There are no limits on who can access Fortescue Street as it is a public road, not a private road.</p> <p>Conditions will be imposed as part of any approval of the home occupation that will limit the</p>

<p>they are residents' cars, we don't want any more with people coming and going.</p> <p>If these people want a hair salon, they should go and rent a retail premises, there are good opportunities for cheap shop leases.</p> <p>Looking forward to attending the meeting regarding this matter.</p>	<p>very few loyal clients. We decided that setting up a commercial type hair dressing salon was not what would suit either of us due to that the small amount of clients wouldn't cover the outgoings, plus also that we do not have or want to work full time and we want to stay at home. We could not afford to pay high rental and all that goes with being a commercial business. By working from home, it will be able us to work around school hours and holidays.</p>	<p>number of customers coming and going from the business.</p> <p>If the business grows beyond its capacity as a home occupation, then it is expected that it will migrate to commercial premises as it will not be able to achieve the proposed conditions of approval.</p>
<p>Submission 7 I object to the proposal. I have no concerns if the home salon is a small one. Is there only one hair stylist working at a time, ie. one client at a time? The reason I ask is, our street is quite often, full of cars. Plus, it's used as a thoroughfare. Would the salon make it significantly worse?</p>	<p>We do not envisage any increase in car and traffic flow within the street that is not already there. We have walked the street and adjoining streets and find that many houses have more than two cars within their driveway and on the verge as well as parked in the street in front of their homes daily.</p> <p>Based on our few number of clients per day/week we do not see that one car at a time – two /three per day for three/four days a week create any increased risk or intrusion to the community. The number of clients that we service has never been a noticeable amount, has always been unnoticed and has never caused any intrusion to the community via way of noise or congestion to a community street on any usual day. We will only have few clients per day and in some days no clients at all. We will set up the home salon for one hairdresser and one client at one time.</p>	<p>The proposed hair salon will have one hairstylist. Fortescue Street is a public street and as a result, vehicles are free to drive down the street.</p> <p>The opening times and number of customers will be limited to reduce the impact on neighbouring residential properties.</p>
<p>Submission 8 I have some concerns I wish to address.</p>		<p>Noted</p>
<p>Submission 9 I support the proposal. I support this proposal as the impact on the street will be minimal and it supports a productive community.</p>		<p>Noted</p>
<p>Submission 10 I am objecting to the proposal of a hair salon at 67 Fortescue Street, East Fremantle (proposal number P085/20). I have lived in my house for fifty-four years. What used to be a quiet residential street has now turned into a carpark and having a business in the street would only exacerbate the problem. I also fear it would de-value the surrounding properties. Please keep our street residential only!</p>	<p>We have recently moved into the street and are doing substantial beautification renovations to our new home that are costly to us. We intend to stay here for many years and understand property value well and would only want to increase value of our own home and others in our street. We are community minded people and have always been willing to help our neighbours in any way. I worked as a community aged care & disability assessor, assessing clients' needs for them to be able to stay at home safely, for 15 years, and feel strongly about community and people within their community. We would not place in jeopardy any value in our own home or that of other homes in our street.</p> <p>We have gone through the correct process and applied to council for home occupation to be transparent about what we want to do, and in belief that this would be of a benefit to the community, no one would be the wiser that a home salon was operating in the street otherwise. We understand that East Fremantle Local Planning Scheme has</p>	<p>Streets are public roads and if there are no parking limitations in place then people are able to park their cars on the street.</p> <p>Property value is not a relevant planning consideration.</p> <p>Local Planning Scheme No 3 does allow home occupations to be established in residential areas subject to certain constraints.</p>

	<p>allowance for home occupation for small trade occupations and that if all that is met by the requirements there should be no objection.</p>	
<p>Submission 11 I wish to object to proposal number P085/20 for a hair salon to be built at 67 Fortescue Street, East Fremantle. My wife and I purchased our house because of its quiet residential location and we definitely do not want Fortescue Street turned into an industrial area. A number of hair salons already exist in local business areas and I am concerned that a business in the residential street will see an increase in road traffic. If this proposal for a home business was approved there would be more traffic than at present. There are already cars parked on the street which makes it difficult to navigate in and out of my driveway. There are also many young children on Fortescue Street who are cycling, playing or walking to and from school and I fear that their safety will be at further risk. Having a business in our beautiful, quiet street will be detrimental and has no place in this part of East Fremantle.</p>	<p>As in response to No. 10. I am aware that there are other home businesses operating in the local district. I experience cars coming and going for all sorts of reasons on the street that are a part of general community activity. For instance - Aged care service staff attending to community clients' needs by providing services daily to enable elderly to stay at home, courier drivers delivering purchases which has increased during COVID-19, family and friends visiting residents, football and netball parking, none of this appears to be highlighted, disputed or made a problem. But that is what community is about, expecting activity that brings people into a community. My business is not advertised and will never be. The clients that we have are all long time and word of mouth type client and they do know how to come/go to our home environment without creating an intrusion or safety risk to the community and which is no different if someone had a friend come over for a cup of tea and chat. Local Government Scheme – Planning and Development (Local Planning Schemes) Regulations 2015 Western Australia Home occupation must take place on land or in a dwelling that you own. You must also not:</p> <ul style="list-style-type: none"> • employ a person who is not a family member or occupier of that land or dwelling - Agree • occupy more than 20 square metres – salon area equals 9 sqm (half of the studio is used as my art space – in situ) • have a sign greater than 0.2 square metres – No sign • involve retail sale, display or hire goods unless the sale, display or hire is done only by means of the Internet – No retail • require more car parks than normally needed for a residential dwelling or increase the volume of traffic in the neighbourhood – one car per client parked on either cross over or driveway • use essential services, such as water or power, to an extent greater than normal – all usage volume would be less than a family of four would use. <p>Our small home occupation hair salon will be one of a low-profile small enterprise and will not affect the local street and the local activity in any adverse way. There will be no visual advertising on the property or street as we are not seeking to increase client volume</p>	<p>Fortescue Street is not being rezoned as an industrial area and will remain as a residential area for the foreseeable future.</p> <p>Local Planning Scheme No 3 does allow home occupations to be established in residential areas subject to certain constraints.</p> <p>Although it is recognised that the road can become a supplementary play and activity space for children, it is essential to realise that the road is primarily designed for vehicle transport and to allow vehicles to access properties along the street. It is essential that children are supervised when using the road or crossing the road.</p>

	<p>but just to provide our craft to those who we already know.</p> <p>I have been hairdressing for 44 years and my daughter has been hairdressing for 17 years. We both love our skill and enjoy our creative expression by way of doing hairdressing. We don't want to work out of home anymore and we feel that what we offer is a good thing in a community and with no adverse outcome or increased traffic volume thus causing risk to family environment within the street. I am a grandmother and between me and my daughter we look after the children and want to earn some income that fits with the care of the children and grandchildren. Thus, the beauty of being able to work to gain some small income within that home environment.</p> <p>We are a family of two people living in Fortescue, I have an elderly father who has dementia that stays with us often. By working from home this allows me to continue to have him with me whilst I continue with my life activities.</p> <p>With the COVID-19 environment and all that has changed, we want to stay close to home now and this opportunity of setting up a home occupation scenario, will allow us to do so. Community is about staying close to home and whereas we still can and want to be, playing an active role in our lives and have some employment. We are socially conscious and believe in the benefits of good communities; we consider on how we manage our home occupation and how this, if any, cause any negative effect, on the home environment and community.</p> <p>We will have a front pedestrian gate for our family, friends, and clients to access. People come and go without any fuss, just as if friends and family are visiting. We park our own vehicles mostly within our property thus leaving the crossover for easy access and safe parking for clients, family, and friends. Whilst the crossover belongs to the council the owner has the right to use the crossover to form an access point to their property.</p> <p>There will be only one client at a time being serviced and most likely only two clients per day, Monday to Friday with the occasional Saturday.</p> <p>Hours of operation are mostly within the school hours, Monday to Friday, with some of our mums bringing their children for haircuts after school and stay for a coffee and a play date with the children.</p> <p>The one car coming into the street and into our driveway will make no impact to the exiting traffic flow and cause no adverse effect when the children are home from school.</p> <p>Many other homes have more than two people living within those homes, teenagers and young adults within those homes, going to school, university or working part time, thus increasing the flow of traffic/</p>	
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	<p>cars coming and going, congesting the street and verges with their parked vehicles, that I understand. I do not think that two/three visitors two/three times per week for up to a couple of hours at a time, should be considered an issue in relation to this observation. Our streets are not exclusive just for those that live in that street. I do agree that if there is already a general problem with traffic flow and the accessing of the street for other community activity, or being used as a thoroughfare from Marmion Street through to Canning highway, then this should be monitored by Council with the view of some traffic flow discussion. I do not believe that my small low-profile home occupation is/would make any difference to what is already occurring in our street.</p> <p>I have already had introduction to my adjoining and some surrounding neighbours, and they have no objection with my application. They appear to be balanced thinking innovation about how people are managing lifestyles since the COVID-19 interruption. I would like to propose that Council consider approving my application – Home occupation – Hair salon and monitor this over a period and with discussion if any adverse effect or complaint has risen.</p> <p>I have attached some comments from our Fortescue Street WhatsApp for consideration:</p> <p>“Yes, I can’t see how 1 customer at a time will impact anyone”</p> <p>“Good luck with it all. I can think of no reason why council would be sending letters. We didn't receive anything at. I’m happy to hear we have a hairdresser and an artist in the street. I’m an artist too and would love to drop by sometime to see your work”</p> <p>“We at didn't receive a letter and delighted to have such talent join Fortescue Street. Welcome and best of lucks”</p> <p>“We didn’t get a letter at either and we certainly have no objection to having a hairdresser in the street. Good luck.”</p> <p>“I didn’t get a letter at. I’m an artist working from home too. Feel free to pop over. I think there maybe a few of us in the street”</p> <p>“Lovely to hear - I will pop in to see your creatives”</p> <p>“Hello Angelina, and welcome to the street, I’m Helen, number [redacted] and I didn’t receive a letter either. I fully support you too, and hope you are able to run your business from home”</p> <p>“No probs here. Pretty sure the letter was from the dissenter not the council?”</p>	
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	<p>"I'd love to see both your work. How about giving lessons in small groups?"</p> <p>"I did not get a letter from the council and have no problem with your plan."</p> <p>"Thanks Angelina, I've written to the council in support, all the best."</p> <p>I have attached photos of the studio.</p>	
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Community Design Advisory Committee (CDAC)

The application was not referred to CDAC. There are no streetscape impacts.

External Consultation

Nil

Environmental Health Officer

Council's Principal Environmental Health Officer will inspect the premises to confirm that it is suitable for use as a hair salon prior to the commencement of the use in accordance with environmental health requirements. There were no environmental health issues raised during the assessment of the proposal or in discussions with the Town's environmental health officer.

Statutory Environment

Planning and Development Act 2005

Residential Design Codes of WA

Town of East Fremantle Local Planning Scheme No. 3 (LPS No. 3)

Policy Implications

Town of East Fremantle Residential Design Guidelines 2016 (as amended)

Financial Implications

Nil

Strategic Implications

The Town of East Fremantle Strategic Community Plan 2017 – 2027 states as follows:

Built Environment

Accessible, well planned built landscapes which are in balance with the Town's unique heritage and open spaces.

3.1 Facilitate sustainable growth with housing options to meet future community needs.

3.1.1 Advocate for a desirable planning and community outcome for all major strategic development sites.

3.1.2 Plan for a mix of inclusive diversified housing options.

3.2 Maintaining and enhancing the Town's character.

3.2.1 Ensure appropriate planning policies to protect the Town's existing built form.

3.3 Plan and maintain the Town's assets to ensure they are accessible, inviting and well connected.

3.3.1 Continue to improve asset management practices.

3.3.2 *Optimal management of assets within resource capabilities.*

3.3.3 *Plan and advocate for improved access and connectivity.*

Natural Environment

Maintaining and enhancing our River foreshore and other green, open spaces with a focus on environmental sustainability and community amenity.

4.1 *Conserve, maintain and enhance the Town's open spaces.*

4.1.1 *Partner with Stakeholders to actively protect, conserve and maintain the Swan River foreshore.*

4.1.2 *Plan for improved streetscapes parks and reserves.*

4.2 *Enhance environmental values and sustainable natural resource use.*

4.2.1 *Reduce waste through sustainable waste management practices.*

4.3 *Acknowledge the change in our climate and understand the impact of those changes.*

4.3.1 *Improve systems and infrastructure standards to assist with mitigating climate change impacts.*

Risk Implications

A risk assessment was undertaken and the risk to the Town was deemed to be negligible.

Site Inspection

A site inspection was undertaken.

Comment

Statutory Assessment

The proposal has been assessed against the provisions of Local Planning Scheme No. 3

The applicant is seeking approval for a home occupation for hair salon services. The home occupation involves a hair salon by appointment only from Monday to Friday during school hours and occasional weekends. It is intended that the business will be operated by the applicant and resident of the dwelling and that no other staff from outside the residence will be employed. The hair salon services will take place in the ancillary dwelling at the rear of the house.

A Home Occupation is classified as a "P" or permitted use in the Residential zone, which means:

"the use is permitted by the Scheme providing the use complies with the relevant development standards and requirements of the Scheme." (LPS No. 3, sub-clause 4.3.2)

The following table provides compliance details in relation to Home Occupation use as defined under Local Planning Scheme No.3.

Home Occupation - Required	Comment
Does not employ any person not a member of the occupier's household	Employees are all within the household.
Will not cause injury to or adversely affect the amenity of the neighbourhood	There is a potential impact on neighbourhood. Conditions relating to days/hours of operation of the business and number of clients at any one time are intended to limit the impacts.
Does not occupy an area greater than 20 square metres	Occupies 18 square metres. Areas within the ancillary dwelling will be used for the business.
Does not display a sign exceeding 0.2 square metres	A relevant condition will be applied.

Does not involve the retail sale, display or hire of goods of any nature	A relevant condition will be applied.
In relation to vehicles and parking, does not result in the requirement for a greater number of parking facilities than normally required for a single dwelling or an increase in traffic volume in the neighbourhood, does not involve the presence, use or calling of a vehicle more than 2 tonnes tare weight, and does not include provision for the fuelling, repair or maintenance of motor vehicles	It is anticipated there will be vehicle movements that are greater than that anticipated for the recognised daily number of vehicle movements for a dwelling within a Residential zone. Street parking is available.
Does not involve the use of an essential service of greater capacity than normally required in the zone	Complies.

The proposed home occupation may create additional traffic and parking pressures in the street. The relevant issues are discussed below.

Parking

There are at least 2 car parking bays available for the residents of the dwelling and clients to the business. There is a driveway that extends for almost the full length of the property with at least 2 car parking bays available on site. Car parking is also available in front of the property on the road, although this is not specifically for the applicant’s use as it is public space. On-street parking is not reserved parking and operates on a first come first served basis.

Traffic and vehicle movements

Traffic generation from the site is also a relevant consideration. In accordance with the proposed conditions of operation it is noted that the business will only operate for limited times when people are generally at work and children are at school, therefore the impacts are considered to be minimal. The approved use is also conditioned to be limited to 12 months so potential impacts on parking and traffic can be monitored.

Operation of home occupation

It is recommended that restrictions be placed on the hours and days that individual clients can have their hair cut with the removal of the ability to trade on Sundays or public holidays. It is recommended that the days be restricted to Monday to Saturday between 9.00am and 4.00pm with no services available on Sundays or Public Holidays.

As stated previously the home occupation use is designed to support businesses that have limited amenity or parking impacts on the surrounding residential properties. Any expansion in the size of the business operations beyond what is recommended in this report will have effects that are better suited to areas with commercial or mixed-use zoning.

Conclusion

Although the Town is broadly supportive of the proposal it is recognised that there are questions of amenity, parking and traffic that have to be addressed and the Town must act in the best interests of the whole community.

Home occupations are uses that are generally only permitted in Residential zones when they are small scale activities that will not bring about significant change to resident amenity, parking demand or vehicle traffic. A number of conditions in respect to the number of individual clients, hours and days of operation, parking, signage and other standard planning and environmental health conditions are recommended to

be imposed to restrict the scale and intensity of the commercial activity. If there was a significant increase in customers visiting the dwelling, then the parking and traffic pressures would increase.

A twelve-month approval period is considered to be warranted so the home occupation can continue to be monitored for any negative impacts. As this proposal is within a Residential zone it is important that caution be applied to home occupation approvals of this nature and that regular renewals are required, rather than being granted on a permanent basis. If the home occupation does not operate as the applicant has specified and in accordance with the conditions imposed by Council, then the approval may be revoked.

It is recommended that a twelve-month approval be issued with relevant conditions.

- Ms Angelina Naglazas (applicant) spoke in support of the officer's recommendation.

11.1 OFFICER RECOMMENDATION/COMMITTEE RESOLUTION TP011020

Moved Cr Nardi, seconded Cr Harrington

That development approval is granted and Council exercises its discretion in regard to a home occupation (hair salon) at No. 67 (Lot 133) Fortescue Street, East Fremantle, in accordance with the plans date stamped received 25 August 2020, subject to the following conditions:

- (1) Approval is for a temporary period of twelve (12) months from the date of this development approval.**
- (2) Continuation of the home occupation use after the twelve (12) month approval period has expired will require the submission of a new development approval application for Council's consideration.**
- (3) The premises are to be inspected by the Town's Environmental Health Officer prior to the business operating and annually thereafter should a further planning approval be granted following the twelve (12) month approval period.**
- (4) Only one (1) individual client per hour is permitted from Monday to Friday between the hours of 9.00am to 4.00pm.**
- (5) Only one (1) client for individual hair salon appointment is permitted to be on the premises at any one time.**
- (6) Only one (1) client vehicle may be parked at the premises at any one time.**
- (7) The home occupation is not to operate on Sundays or Public Holidays.**
- (8) The home occupation shall not employ any person who is not a member of the occupier's household.**
- (9) The home occupation is not to occupy any other area of the dwelling other than the rooms within the ancillary dwelling as shown on the plans date stamped received 25 August 2020.**
- (10) No signage shall be displayed exceeding 0.2 square metres.**
- (11) No products or goods shall be sold from the dwelling.**
- (12) The home occupation approval is valid for a period of twelve (12) months only from the date of the "Approval to Commence Development" and the applicant is required to seek a renewal thereafter to enable the continuance of the home occupation. During the review of the renewal process, assessment of number of clients per day, group session numbers, car parking, noise, vehicle movements, safety, resident amenity and compliance with Home Occupation requirements and Scheme requirements will be undertaken.**

Footnote:

The following are not conditions but notes of advice to the applicant/owner:

- (i) The applicant be advised that failure to comply with the above conditions of this approval or if the home occupation causes a nuisance or annoyance to owners or occupiers of the land in the neighbourhood, Council may revoke its approval of the home occupation.*
- (ii) A fresh development (planning) approval application is to be made for Council's consideration at the expiry of the twelve (12) month temporary approval period should the applicant wish to continue the use.*
- (iii) The applicant be advised that following receipt of planning approval the Town's Principal Environmental Health Officer is to be contacted to arrange for an inspection of the premises (telephone 9339 9339).*
- (iv) this decision does not include acknowledgement or approval of any unauthorised development which may be on the site;*
- (v) a copy of the approved plans as stamped by Council are attached and the use is to conform with the approved plans (25 August 2020) unless otherwise approved by Council.*
- (vi) all noise levels produced by the home occupation are to comply with the provisions of the Environmental Protection (Noise) Regulations 1997 (as amended).*
- (vii) under the Environmental Protection (Noise) Regulations 1997, the noise from an air-conditioner must meet assigned allowable noise levels at all times. The Environmental Protection Act 1986 sets penalties for non-compliance with the Regulations and the installer of a noisy air-conditioner can face penalties of up to \$5,000 under Section 80 of the Act. Refer to Department of Environmental Protection document, "An Installers Guide to Air Conditioner Noise".*

(CARRIED UNANIMOUSLY)

Note:

As 4 Committee members voted in favour of the Reporting Officer's recommendation, pursuant to Council's decision regarding delegated decision making made on 19 May 2020 this application deemed determined, on behalf of Council, under delegated authority.

11.2 Salvado Road No 4 (Lot 2) Proposed new dwelling

Owner	Ben & Tracey Morse
Applicant	Summit Homes
File ref	P079/20
Prepared by	James Bannerman, Planning Officer
Supervised by	Andrew Malone, Executive Manager Regulatory Services
Meeting date	6 October 2020
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	Nil

Purpose

The purpose of this report is for Council to consider a planning application for proposed new dwelling at No 4 (Lot 2) Salvado Road, East Fremantle.

Executive Summary

This development application proposes a new single storey dwelling to be constructed on a vacant 454m² survey strata lot at 4 Salvado Road, East Fremantle. The dwelling is located on a north facing lot with a wide street frontage.

The applicant is seeking Council approval for the following variations to the Residential Design Codes and the Residential Design Guidelines;

- (i) Clause 5.1.3 – Residential Design Codes – Lot Boundary Setbacks - 1.5m required, 1m provided,
- (ii) Clause 5.3.1 – Residential Design Codes – Outdoor Living Areas – located behind street setback line required, located in front of the street setback line provided, and
- (iii) Clause 3.7.8.3 – Residential Design Guidelines – Roof Pitch – 28 to 36 degrees required, 25 degrees provided.

It is considered that the above variations can be supported subject to conditions of planning approval being imposed.

Background

Zoning: Residential R12.5

Site area: 454m²

Previous Decisions of Council and/or History of an Issue or Site

No. 53 (Lot 200) Alexandra Road subdivided – No 4 (Lot 2) Salvado Road created - WAPC Ref 1189-17 - June 2018

Consultation

Advertising

The application was advertised to surrounding landowners from 25 August to 8 September 2020. No formal submissions were received from surrounding property owners.

Community Design Advisory Committee (CDAC)

The application was not referred to CDAC.

External Consultation

Nil

Statutory Environment

Planning and Development Act 2005

Residential Design Codes of WA

Town of East Fremantle Local Planning Scheme No. 3 (LPS No. 3)

Policy Implications

Town of East Fremantle Residential Design Guidelines 2016 (as amended)

Financial Implications

Nil

Strategic Implications

The Town of East Fremantle Strategic Community Plan 2017 – 2027 states as follows:

Built Environment

Accessible, well planned built landscapes which are in balance with the Town's unique heritage and open spaces.

3.1 *Facilitate sustainable growth with housing options to meet future community needs.*

3.1.1 *Advocate for a desirable planning and community outcome for all major strategic development sites.*

3.1.2 *Plan for a mix of inclusive diversified housing options.*

3.2 *Maintaining and enhancing the Town's character.*

3.2.1 *Ensure appropriate planning policies to protect the Town's existing built form.*

3.3 *Plan and maintain the Town's assets to ensure they are accessible, inviting and well connected.*

3.3.1 *Continue to improve asset management practices.*

3.3.2 *Optimal management of assets within resource capabilities.*

3.3.3 *Plan and advocate for improved access and connectivity.*

Natural Environment

Maintaining and enhancing our River foreshore and other green, open spaces with a focus on environmental sustainability and community amenity.

4.1 *Conserve, maintain and enhance the Town's open spaces.*

4.1.1 *Partner with Stakeholders to actively protect, conserve and maintain the Swan River foreshore.*

4.1.2 *Plan for improved streetscapes parks and reserves.*

4.2 *Enhance environmental values and sustainable natural resource use.*

4.2.1 *Reduce waste through sustainable waste management practices.*

4.3 *Acknowledge the change in our climate and understand the impact of those changes.*

4.3.1 *Improve systems and infrastructure standards to assist with mitigating climate change impacts.*

Risk Implications

A risk assessment was undertaken and the risk to the Town was deemed to be negligible.

Site Inspection

A site inspection was undertaken.

Comment

Statutory Assessment

The proposal has been assessed against the provisions of Local Planning Scheme No. 3 and the Town's Local Planning Policies including the Residential Design Guidelines, as well as the Residential Design Codes. A summary of the assessment is provided in the following tables.

Legend <i>(refer to tables below)</i>	
A	Acceptable
D	Discretionary
N/A	Not Applicable

Residential Design Codes Assessment

Design Element	Required	Proposed	Status
Street Front Setback	6m	6m	A
Secondary Street Setback			N/A
Lot Boundary Setbacks			
Eastern wall - garage	0m	0m	A
Eastern wall – master suite	1.5m	2m	A
Southern wall – master suite, WIR, bedroom 2, powder room, bathroom, bedroom 3, laundry	1.5m	1m	D
Eastern wall – laundry, kitchen, alfresco	1m	1.02m	A
Open Space	50%	47%	A
Outdoor Living Area	Behind street setback area	In front of street setback area	D
Wall Height	6m	2.8m	A
Roof Height	9m	5.56m	A
Setback of Garage	4.5m	5.501m	A
Car Parking	2 car bays	2 car bays	A
Site Works			N/A
Visual Privacy			N/A
Overshadowing	<25%	15%	A
Drainage			To be conditioned

Local Planning Policies Assessment

LPP Residential Design Guidelines Provision	Status
3.7.2 Additions and Alterations to Existing Buildings	N/A
3.7.3 Development of Existing Buildings	N/A
3.7.4 Site Works	N/A
3.7.5 Demolition	N/A
3.7.6 Construction of New Buildings	A
3.7.8 Roof Form and Pitch	D

3.7.9 Materials and Colours	A
3.7.10 Landscaping	A
3.7.11 Front Fences	N/A
3.7.12 Pergolas	N/A
3.7.13 Incidental Development Requirements	N/A
3.7.14 Footpaths and Crossovers	A
3.7.15.3.3 Garages and Carports	A
3.7.15.4.3.1 Fremantle Port Buffer Area	A

This development application proposes a new single storey dwelling to be constructed on a 454m² survey strata lot at 4 Salvado Road East Fremantle. Two variations are requested to the requirements of the Residential Design Codes and one variation is requested to the requirements of the Residential Design Guidelines. The variations relate to lot boundary setbacks, the requirement for outdoor living areas to be located behind the street setback area and roof pitch.

Lot Boundary Setback

The southern wall of the property is approximately 20m long and 2.8m high. It has major openings from bedroom 2. As such it is required to be setback 1.5m from the southern boundary in accordance with the Residential Design Codes deemed to comply clause 5.1.3 C3.1 and Table 2b. In this case it is setback 1m from the boundary. This is a marginal difference considering the single storey nature of the development. The reduced setback does achieve design principles clause 5.1.3 P3.1 for the following reasons;

- There is reduced impact from the building bulk on adjoining properties because the building is single storey,
- Adequate sunlight and ventilation are provided to the building and open spaces on the site and adjoining properties as the building is north facing and single storey, and
- There is minimal overlooking and resultant loss of privacy on adjoining properties.

For these reasons, the reduced boundary setback can be supported.

Outdoor living Areas

In accordance with deemed to comply clause 5.3.1 C1.1 there is a requirement that outdoor living areas are provided behind the street setback area. In this case the alfresco area is provided in the front setback area on the northern side of the proposed dwelling. As a result of this location the outdoor living area is capable of use in conjunction with the living area of the dwelling, is open to the winter sun and ventilation and as such optimises use of the northern aspect of the site.

For these reasons the proposed location of the alfresco area in the street setback area can be supported.

Roof Pitch

The Residential Design Guidelines acceptable development provisions 3.7.8.3 A4.1 requires that the roof has a pitch of between 28 and 36 degrees. In this case there are sections of the roof that have a pitch of 25 degrees, while other sections including the front portico have a pitch of 35 degrees. However, under the performance criteria clause 3.7.8.3 P4 roof forms of buildings must complement the traditional form of surrounding development in the immediate locality.

In this case the proposed roof pitch complements the surrounding properties and therefore can be supported.

Conclusion

Based on the assessment that has been completed for this development and the explanation provided in this report, the variations that have been proposed to the Residential Design Codes and the Residential Development Guidelines are considered acceptable. As such it is recommended that the proposed development be supported subject to planning conditions.

- Domenic Chiellini (builder), spoke in support of the officer recommendation.

11.2 OFFICER RECOMMENDATION/COMMITTEE RESOLUTION TP021020:

Moved Cr Nardi, seconded Cr Watkins

That development approval is granted and Council exercises its discretion in regard to the following;

- (i) Clause 5.1.3 – Residential Design Codes – Lot Boundary Setbacks – 1.5m required, 1m provided,**
- (ii) Clause 5.3.1 – Residential Design Codes – Outdoor Living Areas – located behind street setback line required, located in front of the street setback line provided, and**
- (iii) Clause 3.7.8.3 – Residential Design Guidelines – Roof Pitch – 28 to 36 degrees required, 25 degrees provided**

for a new residential dwelling at No. 4 (Lot 2) Salvado Road, East Fremantle, in accordance with the plans date stamped received 5 August 2020, subject to the following conditions:

- (1) The crossover widths are not to exceed the width of the crossovers indicated on the plans date stamped received 5 August 2020 and to be in accordance with Council’s crossover policy (2017) and the Residential Design Guidelines.**
- (2) All fencing within the street setback area is to be in compliance with the front fence provisions of the Residential Design Guidelines. Any proposed new fencing or walls in the front setback area will require the submission of a development application for the consideration of the Town.**
- (3) Retaining walls in excess of 0.5m above natural ground level will require the submission of a development application for the consideration of the Town.**
- (4) The works are to be constructed in conformity with the drawings and written information accompanying the application for planning approval other than where varied in compliance with the conditions of this planning approval or with Council’s further approval.**
- (5) The proposed works are not to be commenced until Council has received an application for a Building Permit and the Building Permit issued in compliance with the conditions of this planning approval unless otherwise amended by Council.**
- (6) With regard to the plans submitted with respect to the Building Permit application, changes are not to be made in respect of the plans which have received planning approval, without those changes being specifically marked for Council’s attention.**
- (7) All stormwater is to be disposed of on site, an interceptor channel installed if required and a drainage plan be submitted to the satisfaction of the Chief Executive Officer in consultation with the Building Surveyor prior to the issue of a Building Permit.**
- (8) If requested by Council within the first two years following installation, the roofing to be treated to reduce reflectivity. The treatment to be to the satisfaction of the Chief Executive Officer in consultation with relevant officers and all associated costs to be borne by the owner.**

- (9) All introduced filling of earth to the lot or excavated cutting into the existing ground level of the lot, either temporary or permanent, shall be adequately controlled to prevent damage to structures on adjoining lots or in the case of fill, not be allowed to encroach beyond the lot boundaries. This shall be in the form of structurally adequate retaining walls and/or sloping of fill at the natural angle of repose and/or another method as approved by the Town of East Fremantle.
- (10) Where this development requires that any facility or service within a street verge (street trees, footpath, crossover, light pole, drainage point or similar) is to be removed, modified or relocated then such works must be approved by Council and if approved, the total cost to be borne by the applicant. Council must act reasonably and not refuse any reasonable proposal for the removal, modification or relocation of such facilities or services (including, without limitation any works associated with the proposal) which are required by another statutory or public authority.
- (11) This planning approval is to remain valid for a period of 24 months from date of this approval.

Footnote:

The following are not conditions but notes of advice to the applicant/owner:

- (i) *this decision does not include acknowledgement or approval of any unauthorised development which may be on the site.*
- (ii) *a copy of the approved plans as stamped by Council are attached and the application for a Building Permit is to conform with the approved plans unless otherwise approved by Council.*
- (iii) *it is recommended that the applicant provides a Structural Engineer's dilapidation report, at the applicant's expense, specifying which structures on adjoining sites may be adversely affected by the works and providing a record of the existing condition of the structures. Two copies of each dilapidation report should be lodged with Council and one copy should be given to the owner of any affected property.*
- (iv) *all noise levels produced by the construction of the development are to comply with the provisions of the Environmental Protection (Noise) Regulations 1997 (as amended).*
- (v) *matters relating to dividing fences are subject to the Dividing Fences Act 1961.*

(CARRIED UNANIMOUSLY)

Note:

As 4 Committee members voted in favour of the Reporting Officer's recommendation, pursuant to Council's decision regarding delegated decision making made on 19 May 2020 this application deemed determined, on behalf of Council, under delegated authority.

11.3 Marmion Street No 30 (Lot 1) Proposed carport

Owner	Ben Ansell and Matthew Byrne
Applicant	Ben Ansell and Matthew Byrne
File ref	P091/20
Prepared by	James Bannerman Planning Officer
Supervised by	Andrew Malone, Executive Manager Regulatory Services
Meeting date	6 October 2020
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	Nil

Purpose

The purpose of this report is for Council to consider a planning application for a proposed carport at No 30 (Lot 1) Marmion Street, East Fremantle.

Executive Summary

This development application proposes a carport in the front setback area of the dwelling. On street parking is already located onsite but uncovered. An existing garage is located on site at the rear of the property facing Sewell Street.

The applicant is seeking Council approval for the following variations to the Residential Design Codes and the Residential Design Guidelines;

- (i) Clause 5.1.3 – Residential Design Codes – Lot Boundary Setbacks – 1m required, 0m provided;
- (ii) Clause 5.2.1 – Residential Design Codes – Garage Setbacks – 4.5m required, 1m provided
- (iii) Clause 5.2.5 – Residential Design Codes – Sightlines – 1.5m required, 0m provided
- (iv) Clause 3.7.8.3 – Residential Design Guidelines – Roof Pitch – 28 to 36 degrees required, less than 28 degrees,
- (v) Clause 3.7.16.3.3 – Residential Design Guidelines – Garages, Carports and Outbuildings – On street parking provided, carport to not adversely impact streetscape.

It is considered that four out of five of the above variations cannot be supported and it is recommended that the development application be refused.

Background

Zoning: Residential R20

Site area: 491m²

Previous Decisions of Council and/or History of an Issue or Site

Consultation

Advertising

The application was not advertised to surrounding land owners, however, the applicant did provide signed support from the neighbouring property owners directly to the east.

Community Design Advisory Committee (CDAC)

The application was not referred to CDAC.

External Consultation

Nil

Statutory Environment

Planning and Development Act 2005

Residential Design Codes of WA

Town of East Fremantle Local Planning Scheme No. 3 (LPS No. 3)

Policy Implications

Town of East Fremantle Residential Design Guidelines 2016 (as amended)

Financial Implications

Nil

Strategic Implications

The Town of East Fremantle Strategic Community Plan 2017 – 2027 states as follows:

Built Environment

Accessible, well planned built landscapes which are in balance with the Town's unique heritage and open spaces.

3.1 *Facilitate sustainable growth with housing options to meet future community needs.*

3.1.1 *Advocate for a desirable planning and community outcome for all major strategic development sites.*

3.1.2 *Plan for a mix of inclusive diversified housing options.*

3.2 *Maintaining and enhancing the Town's character.*

3.2.1 *Ensure appropriate planning policies to protect the Town's existing built form.*

3.3 *Plan and maintain the Town's assets to ensure they are accessible, inviting and well connected.*

3.3.1 *Continue to improve asset management practices.*

3.3.2 *Optimal management of assets within resource capabilities.*

3.3.3 *Plan and advocate for improved access and connectivity.*

Natural Environment

Maintaining and enhancing our River foreshore and other green, open spaces with a focus on environmental sustainability and community amenity.

4.1 *Conserve, maintain and enhance the Town's open spaces.*

4.1.1 *Partner with Stakeholders to actively protect, conserve and maintain the Swan River foreshore.*

4.1.2 *Plan for improved streetscapes parks and reserves.*

4.2 *Enhance environmental values and sustainable natural resource use.*

4.2.1 *Reduce waste through sustainable waste management practices.*

4.3 *Acknowledge the change in our climate and understand the impact of those changes.*

4.3.1 *Improve systems and infrastructure standards to assist with mitigating climate change impacts.*

Risk Implications

A risk assessment was undertaken and the risk to the Town was deemed to be negligible.

Site Inspection

A site inspection was undertaken.

Comment

Statutory Assessment

The proposal has been assessed against the provisions of Local Planning Scheme No. 3 and the Town's Local Planning Policies including the Residential Design Guidelines, as well as the Residential Design Codes. A summary of the assessment is provided in the following tables.

Legend (refer to tables below)	
A	Acceptable
D	Discretionary
N/A	Not Applicable

Residential Design Codes Assessment

Design Element	Required	Proposed	Status
Street Front Setback			N/A
Secondary Street Setback			N/A
Lot Boundary Setbacks			
Eastern wall	1m	0m	D
Open Space	50%	>50%	A
Wall height	6m	2.76m	A
Roof Height	9m	3.9m	A
Setback of Carport	4.5m	1m	D
Car Parking	0 car bays	1 car bay	A
Site Works			N/A
Sightlines	Corner truncation	No truncation	D
Visual Privacy			N/A
Overshadowing			N/A
Drainage			Condition

Local Planning Policies Assessment

LPP Residential Design Guidelines Provision	Status
3.7.2 Additions and Alterations to Existing Buildings	A
3.7.3 Development of Existing Buildings	N/A
3.7.4 Site Works	N/A
3.7.5 Demolition	N/A
3.7.6 Construction of New Buildings	A
3.7.7 Building Setbacks and Orientation	N/A
3.7.8 Roof Form and Pitch	D
3.7.9 Materials and Colours	A
3.7.10 Landscaping	N/A
3.7.11 Front Fences	N/A
3.7.12 Pergolas	N/A
3.7.13 Incidental Development Requirements	N/A
3.7.14 Footpaths and Crossovers	N/A

3.7.16.3 Garages and Carports	D
3.7.16.4.3 Fremantle Port Buffer Area	A

This development application proposes a carport in the front setback area of a dwelling located at No 30 (Lot 1) Marmion Street, East Fremantle. Two variations are requested to the requirements of the Residential Design Codes and three variations are requested to the Residential Design Guidelines. These variations are related to side boundary setback, front boundary setback, corner truncations, roof pitch and garages and carports respectively. The property is on the heritage inventory and is registered as Category C.

General Commentary

The applicants/owners have provided a lengthy cover letter which attempts to justify the proposed carport, however, many of the points raised in the letter are not considered relevant planning considerations.

Protection of cars from the weather is not a relevant planning consideration. When the applicants/owners purchased the property, they were purchasing a property that had an open parking area without a carport and their vehicles would be exposed to the elements. The Town does not have a problem with the idea of an area that vehicles can be parked safely with reduced risk of storm or hail damage, however, the current proposed location is not considered suitable due to its proximity to Marmion Street which is a busier street than Sewell Street.

The cost of car insurance is not a relevant planning consideration. Again, the applicants/owners were aware when they purchased the property there was an open area for parking vehicles in the front setback area without any carport structure. There is an existing garage accessed off Sewell Street. The Town would consider the re-development of the existing garage at the rear of the property to be a more appropriate location than the current proposal due to the integration of the garage with the side setbacks and the dwelling. The applicant has indicated the garage is unsuitable, however it is considered modifications to the garage could be undertaken to facilitate covered off street parking.

The Residential Design Guidelines emphasises in clause 3.7.16.3.1 (page 53) states that *“Garages and carports are incorporated into the design of the dwelling and are not dominant features of the streetscape”* and *“Garages and carports are discouraged in the Plympton Precinct”* which is where this dwelling is located. The desired development outcomes clause 3.7.16.3.2 states categorically that there should be an *“absence of garages and carports in the streetscape”*.

The precedents in the area are all examples located along Sewell and King Streets not Marmion Street. Each carport is located within the front setback area, but many have a larger setback than the current proposal that is the subject of this report. Each example also faces a single street and does not have a secondary street frontage, or an existing garage located on the secondary street.

It is noted that the property currently has a garage located along Sewell Street on the north western corner of the lot. This garage could be re-developed to achieve similar aims to the current proposal before the Town facilitating off street parking and addressing the ongoing concerns of the owners. Permitting the proposed design in its current form would set a precedent that would result in the very aims of the Residential Design Guidelines and Residential Design Codes being undermined and orderly and proper planning would not be able to be achieved.

Lot Boundary Setbacks

In accordance with the Residential Design Codes deemed to comply clause 5.1.3 the wall of the carport should be located 1m from the side boundary. In this case the carport is located on the boundary. The

proximity of the structure to the front boundary and in the front setback area means that its proximity to the side boundary cannot be supported. Such a structure constructed forward of the building line, and on the eastern boundary only adds to the scale and bulk of structures as experienced from Marmion Street. There is a gate to Marmion Street which is considered to provide secure off-street parking, albeit uncovered. Please see above comments regarding the Sewell Street garage. The Residential Design Codes requires that if a wall is located on the boundary it must be *behind* the front setback area to achieve the deemed to comply requirements.

Carport Setback

The carport is located 1m from the front boundary. This is significantly less than the 4.5m that is required of deemed to comply clause 5.2.1 of the Residential Design Codes and results in the structure being located in a position that cannot be supported. Please also refer to the above comments relating to bulk, scale and existing parking provisions on site.

Sightlines

There are no corner truncations indicated on the submitted plans. It is essential that corner truncations are included in the front fence to improve the sightlines for reversing vehicles in accordance with the Residential Design Codes clause 5.2.5 C5. Alternatively, the truncation can be substituted for a fence that drops to being no more than 0.75m above ground level. It is critical that sightlines are maintained to ensure reversing vehicles have a clear view of the area between the street and the boundary. For this reason, the current design cannot be supported.

Roof Pitch

The pitch of the carport is 27 degrees which is less than the required 28 to 36 degrees that is required by acceptable development provisions 3.7.8.3 A 4.1. This is the only feature of the proposed design that can be supported. In accordance with performance criteria 3.7.8.3 P4 of the Residential Design Guidelines roof forms of new buildings should complement the traditional form of surrounding development in the immediate locality. The roof pitch that is less than the required 28 degrees is negligible and therefore can be supported.

Garages and Carports

Acceptable development clause 3.7.16.3.3 A1 in the Residential Design Guidelines states that on street parking is an acceptable outcome for properties in Plympton precinct. Under performance criteria 3.7.16.3.3 P1 garages and carports are to not adversely affect the streetscape. In this case the carport does adversely affect the streetscape and as a result cannot be supported.

Conclusion

Four out of five variations (from both the Residential Design Codes and the Residential Design Guidelines) requested are not considered acceptable and cannot be supported including front lot boundary setback, side boundary setback and corner truncations and location of carport such that it impacts the streetscape. The requirements of the Residential Design Codes have been created by the state government to promote orderly and proper planning within residential areas. Likewise, the Residential Design Guidelines have been prepared by the Town to ensure that development within the Town is reflective of characteristics of streetscapes that the Town wishes to promote. There is a desire that carports do not dominate streetscapes, either through their proximity to the primary street boundary or to the side boundary in the front setback area. In this case a carport is being proposed that is too close to the street front that produces an outcome which is unacceptable to the Town. It also has no corner truncations which compromises the safety of vehicles reversing from the proposed carport.

Based on the preceding assessment that has been completed for this development and the explanation provided in this report, the variations that have been proposed to the Residential Development Guidelines are considered unacceptable. As such it is recommended that the proposed development be refused.

OFFICER RECOMMENDATION

That Council refuse development approval for a carport at No 30 (Lot 1) Marmion Street, East Fremantle, in accordance with the plans date stamped received 3 September 2020, for the following reason:

The proposed development conflicts with the provisions of the Town of East Fremantle Local Planning Scheme No 3 and Deemed Provision for Local Planning Schemes Clause 67 because it is incompatible with:

- (1) s67 (b) the requirements of orderly and proper planning including any proposed local planning scheme or amendment to this Scheme that has been advertised under the Planning and Development (Local Planning Schemes) Regulations 2015 or any other proposed planning instrument that the local government is seriously considering adopting or approving;
- (2) s67 (c) any approved State planning policy
- (3) s67 (g) any local planning policy for the Scheme area;
- (4) s67 (m) the compatibility of the development with its setting including the relationship of the development on adjoining land or on other land in the locality including, but not limited to, the likely effect of the height, bulk, scale, orientation and appearance of the development.
- (5) s67 (zb) any other planning consideration the local government considers appropriate.

- Mr Matt Byrne (part owner), spoke in support of the applicant's request for the deferral of this application to enable the applicant an opportunity to further liaise with the Planning Department.

11.3 PROCEDURAL MOTION/COMMITTEE RESOLUTION TP031020

Moved Cr Natale, seconded Cr Harrington

That the application be deferred to a future Town Planning Committee meeting to allow the applicant and administration suitable time to discuss potential amendments to the proposal.

(CARRIED UNANIMOUSLY)

12. MATTERS BEHIND CLOSED DOORS

Nil

13. CLOSURE OF MEETING

There being no further business the Presiding Member declared the meeting closed at 6.56 pm.

I hereby certify that the Minutes of the ordinary meeting of the Town Planning Committee of the Town of East Fremantle, held on 6 October 2020, Minute Book reference 1. to 13 were confirmed at the meeting of the Committee on:

.....

Presiding Member

12. REPORTS

12.1 PLANNING

12.1.1 Urban Streetscape and Public Realm Style Guide

File ref	A/USPR
Prepared by	Executive Manager Regulatory Services Andrew Malone
Supervised by	Chief Executive Officer Gary Tuffin
Meeting Date	20 October 2020
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	<ol style="list-style-type: none">1. Draft Urban Streetscape and Public Realm Style Guide2. Draft Urban Streetscape and Public Realm Style Guide Pamphlets3. Community Engagement Checklist

Purpose

The purpose of this report is to present Council with the draft Urban Streetscape and Public Realm Style Guide Pamphlets and the Guide itself for the purposes of being advertised for public comment.

Executive Summary

The Urban Streetscape and Public Realm Style Guide combines three documents, the Contextual document, the Urban Streetscape and Public Realm Style Guide (Style Guide) and the Precinct Pamphlets which when combined supplements the local planning strategy, policy and urban design principles with a set of appropriate and consistent design guidelines for public spaces to include such aspects as materials, verges, public furniture etc.

Background

The Style Guide aims to guide those involved in the creation and enhancement of urban spaces within the public realm, including local government, developers, project managers, designers, community groups and residents engaged in the use, design, implementation and ongoing management and maintenance of public spaces. The Style Guide will set a consistent approach for Council, owners, residents and developers to enable a consistent and appropriate design of public spaces within the community.

UDLA was engaged by Council in January 2019 to undertake the Urban Streetscape and Public Realm Style Guide and was worked closely with administration to develop a set of guidelines which recognises the distinct attributes of East Fremantle but also those characteristics of the individual precincts.

Consultation

- Elected members
- Chief Executive Officer
- Project Coordinator
- Urban Project Planner
- Operations Manager

UDLA has undertaken several Forum presentations to Elected Members regarding Style Guide.

The Style Guide will be advertised for a period of approximately six weeks until Friday 4 December 2020. During this time a drop-in session will also be held with UDLA. Council will also develop a You Tube video to inform the community.

Statutory Environment

Nil

Financial Implications

Nil

Risk Implications

No significant risk identified.

Strategic Implications

The Town of East Fremantle Strategic Community Plan 2017-2027 states:

Strategic Priority 3 – Built environment – Accessible, well planned built landscapes which are in balance with the Town’s unique heritage and open space.

- 3.1 *Facilitate sustainable growth with housing options to meet future community needs*
 - 3.1.1 *Advocate for a desirable planning and community outcome for all major strategic development sites.*
 - 3.1.2 *Plan for a mix of inclusive diversified housing options.*
- 3.2 *Maintaining and enhancing the Town’s character*
 - 3.2.1 *Continue to improve asset management practices*
- 3.3 *Plan and maintain the Town’s assets to ensure they are accessible, inviting and well connected.*
 - 3.3.1 *Continue to improve asset management practices*
 - 3.3.2 *Optimal management of assets within resource capabilities*
 - 3.3.3 *Plan and advocate for improved access and connectivity*

Site Inspection

Not applicable

Comment

The Style Guide combines three documents. The Context documents objective was to:

- describe the existing conditions of the public realm relevant to the streetscape and public realm character and style.
- provide relevant background information related to the precinct character to assist in developing the Style Guide document.

The Recommendation of the Contextual document was to:

- conserve and protect character and heritage;
- harmonise with streetscape;
- improve the Urban Forest & Tree Canopy;
- consolidate streetscape materials; and
- identify a Public Open Space Hierarchy for the Town’s parks.

Upon completion of the Contextual document, and based on the analysis of the document the Urban Streetscape and Public Realm Style Guide was developed with the purpose to provide:

1. Consistency
 - consistent style and design palette for future works to the public realm and streetscape.
2. Character
 - design guidelines that enhance and celebrate the unique Town's character, recognising and responding to identified areas or precincts of a similar nature.
3. Safety and Comfort
 - create comfortable and safe places for people to use which encourage walking, cycling and use of public transport.
4. Quality
 - Provide clear guidance to those involved in designing and constructing public realm spaces on the quality of design expected.

A summary of the Style Guide can be broken down into the following key areas:

1. Protected Heritage and Enhanced Character
 - Enhance and celebrate the Town's heritage and character, recognising and responding to individual precincts.
2. Improved Streetscapes
 - Safer and accessible streetscapes for all ages, with an increased tree canopy for green, shaded and cooler streets.
3. Quality
 - A consistent approach to the quality of finishes that can be utilised broadly across the Town.
4. Strategic Vision and Direction
 - Strengthen the Town's Strategic Vision, and align with Community Scorecard feedback.
5. Consolidation
 - Consistent and consolidated palette of materials, with a clear direction and rationale for design decisions within the Town.

Upon the completion of the Style Guide, UDLA developed the Style Guide Precinct Pamphlet, which provided a shorter review of the Style Guide for the public. The Pamphlets are to be utilised in the Welcome Packs provided to new residents in the Town and as a general information tool. An overview of the Pamphlets is to:

- provide information for residents on footpaths, crossovers, street trees, and verges etc.
- provide a 'Whole of Town' approach, however tailored for each Precinct;
- utilise Towns existing brand and marketing templates for a Precinct Style Guide;
- provide concise, clear and graphical illustrations and easy to read content as a short and easy to understand Style Guide for each Precinct; and
- provide Council with a succinct Style Guide which can be distributed to new residents as part of a 'welcome pack' for residents.

It is recommended that Council accept the draft Urban Streetscape and Public Realm Style Guide Pamphlets and the Style Guide subject to being advertised to the community for comment. An extended comment period is provided greater than the usual 21 days to facilitate community engagement and a drop-in session for community members.



12.1.1 OFFICER RECOMMENDATION

That Council:

- 1. advertise the draft Urban Streetscape and Public Realm Style Guide Pamphlets and Guide for public comment for a period until Friday 4 December 2020.**
- 2. notes a further report will be provided to Council at the completion of the public submission period outlining the outcomes of the public advertising.**



Community Engagement

PUBLIC COMMENT Checklist

Policy / Plan Name:	Urban Streetscape & Public Realm Style Guide	
Responsible Officer:	Andrew Malone Caine Holdsworth, UDLA (caine@udla.com.au 0413 282 103)	
Manager Approval:	Andrew Malone, (draft 15/09/2020)	
Engagement Objective:	To succinctly convey the message that the Town of East Fremantle has prepared a Guide for future public works planning to ensure a consistent look and feel throughout the Town. The community are asked to provide feedback on this document prior to endorsement by Council.	
Purpose of the Guide:	<ol style="list-style-type: none"> 1. CONSISTENCY To provide a consistent style and design palette for future works to the public realm and streetscape. 2. CHARACTER To present design guidelines that enhance and celebrate the Town's unique character, recognising and responding to identified areas or precincts of a similar nature. 3. SAFETY & COMFORT To create comfortable and safe places for people to use which encourage walking, cycling and use of public transport. 4. QUALITY To provide clear guidance to those involved in designing and constructing public realm spaces on the quality of design expected. 	
Summary of the Guide:	<ol style="list-style-type: none"> 1. PROTECTED HERITAGE & ENHANCED CHARACTER Enhancing and celebrating the Town's heritage and character, recognising and responding to individual precincts. 2. IMPROVED STREETSCAPES Safer and more accessible streetscapes for all ages, with an increased tree canopy for greener, more shaded, cooler streets. 3. QUALITY A consistent approach to the quality of finishes that can be utilised broadly across the Town. 4. STRATEGIC VISION & DIRECTION Strengthening the Town's Strategic Vision, and aligning with Community Scorecard feedback. 5. CONSOLIDATION A consistent and consolidated palette of materials, with a clear direction and rationale for design decisions within the Town. 	
Summary of the Purpose:	To: <ul style="list-style-type: none"> • Strengthen the Town's Strategic Vision; • Enhance existing heritage and character; • Align with Community Scorecard feedback; • Consolidate Town's planning, strategies, design, heritage and other documents; • Have a consistent and consolidated palette of materials, finishes and planting; and • Give clear direction and rationale for design decisions within the Town. 	
Timeline:	<ul style="list-style-type: none"> • 20/10/20 – Report to Council to endorse for Public Comment • 30/10/20 – Public Comment, 35 days (closes Friday 4 December 2020) 	
Next Steps:	<ul style="list-style-type: none"> • Summary of Submissions / document review • Report to Council to endorse the final document (EMRS) 	
Stakeholders		
Stakeholders to be targeted:	Ratepayers Residents Businesses There are 7 precincts within the Guide, stakeholders should be directed towards the information pertaining to their precinct of interest, as well as the overall Guide.	<ol style="list-style-type: none"> 1. Plympton Precinct 2. Raceway Precinct 3. Richmond Hill Precinct 4. Richmond Precinct 5. Riverside Precinct 6. Town Centre Precinct 7. Woodside Precinct
Access / Inclusion Considerations:	For example, availability in alternative languages, large print, non-electronic, print copy, phone assistance.	Large print hard copy available on request, view at Town Hall, plus Drop-In Session.
Proximity / Special Interest Considerations:	Stakeholders who might be more directly affected by the project.	It is not considered that any party will be more affected than others, however it is noted that businesses in the Town Centre and on George Street may have more of an interest.

Public Comment Plan			
Methods	Responsible	Date Due	Complete / Notes
AWARE			
Collateral	CMO	21/10/20	Have your Say tile, with Guide name included.
Newsletter - eMonthly	CMO	November	Awareness of opportunity to comment
Web – Consultation	AORS	21/10/20	Add via Spark module
INFORM			
Advert - Newspaper	EMRS	23/10/20	Content for Fremantle Herald
	EA-CEO	30/10/20	Place advertisement
Drop-In Session Town Hall (<i>booked</i>)	CCE	29/10/20 4pm-8pm	(<i>list on 21/10/20</i>) RSVPs through Eventbrite (Facebook link) Add to Online Calendar
Email List	CCE	21/10/20	Business List
Facebook Post/s	CMO	21/10/20	Awareness of opening, including Drop-In
		27/11/20	Advice of closing
Fact Sheet	(Consultant)	Complete	Refer to 5-page brochure for each Precinct + to Style Guide document
Instagram	CMO	21/10/20	Awareness of opening, including Drop-In
		27/11/20	Advice of closing
Newsletter – Mail (<i>¼ly</i>)	CMO	(<i>Missed</i>)	N/A
Noticeboards	AORS	21/10/20	Invitation Poster @ Town Hall / Foodworks / Zephyr
Reception Screen	CSO-TL	21/10/20	
Web – News Item	CMO	23/10/20	
STATUTORY			
Regulatory	Via Reg. Services	NIL	N/A
Heritage	Via Reg. Services	NIL	N/A

Submit to Coordinator Community Engagement for internal recording / dissemination	
Executive Leadership Team (via ELT)	Via ELT and Council Agenda (October)
Customer Service (via Team Leader)	Via weekly CCE – TLCS catch-up (14/10/20)
Elected Members (via CEO EA)	Via Council Agenda (October) Request to add Drop-In to their calendar (13/10/20)

12.1.2 Authority to Affix the Common Seal – Assumption Deed – No. 180 (Lot 100) Canning Highway, East Fremantle

Applicant	Herbert Smith Freehills Lawyers
Owner	Caltex Petroleum P/L
File ref	P/CAN180
Prepared by	Christine Catchpole, Senior Planning Officer
Supervised by	Andrew Malone, Executive Manager Regulatory Services
Meeting Date:	20 October 2020
Voting requirements:	Simple Majority
Documents tabled	Nil
Attachments	1. Location Plan 2. Assumption Deed dated 10 September 2020

Purpose and Executive Summary

The purpose of this report is to authorise the Mayor and Chief Executive Officer to sign and affix the Common Seal of the Town in respect to the following document:

- Assumption Deed: No. 180 (Lot 100) Canning Highway, East Fremantle.

Consultation

No community engagement/consultation is required.

Statutory Environment

Transfer of Land Act, 1893 (as amended)

Local Government Act, 1995

Strategic Implications

The Town of East Fremantle Strategic Community Plan 2017 – 2027 states as follows:

Leadership and Governance

5.1 Strengthen organisational accountability and transparency.

5.1.1 Strengthen governance, risk management and compliance.

5.1.2 Ensure an effective engagement process is undertaken with community and stakeholders.

5.1.3 Improve the efficiency and effectiveness of services.

5.3 Strive for excellence in leadership and governance.

5.3.1 Deliver community outcomes through sustainable finance and human resource management.

5.3.2 Improve organisational systems with a focus on innovation.

5.3.3 Increased focus on strengthening fostering a positive customer service experience.

Risk Implications

Nil.

Site Inspection

N/A

Comment

In 2004 Caltex applied for a development approval to undertake works on the site outlined in Attachment 1. As a portion of the site is reserved for the purposes of road widening under the Metropolitan Region Scheme, the development approval was granted subject to the original owner, the Town of East Fremantle and the WAPC entering into a Deed which acknowledged that the reserved land may be resumed and removed all liability from the Town and the WAPC in respect of compensation claims in the event the reserved land was resumed.

Further to the above:

- When the property was sold to Caltex in 2006, an Assumption Deed dated 11 January 2007 was entered into between the parties under which the current owner took over the obligations and rights of the original owner.
- The current owner is proposing to sell the property and pursuant to clause 2.4 of the Deed of Covenant, the current owner must not sell the property unless:
 - it has obtained written consent of the Town and the WAPC; and
 - it procures the execution of a Deed, similar to the Deed of Covenant, under which the incoming proprietor takes over the obligations and rights contained in the Deed.

Herbert Smith Freehills have prepared the Assumption Deed (refer to Attachment 2). In general, the intent and form of the Deed is similar to the Assumption Deed dated 11 January 2007. The Town's lawyers, McLeods Barristers and Solicitors have vetted the attached Deed on behalf of the Town and forwarded the final version prepared by Herbert Smith Freehills for execution.

The Town will also become a caveator in respect to the Assumption Deed. The caveat will need to be registered on the Certificate of Title. McLeods will attend to this matter in due course. All costs associated with the Deed and the caveat will be met by the prospective purchaser.

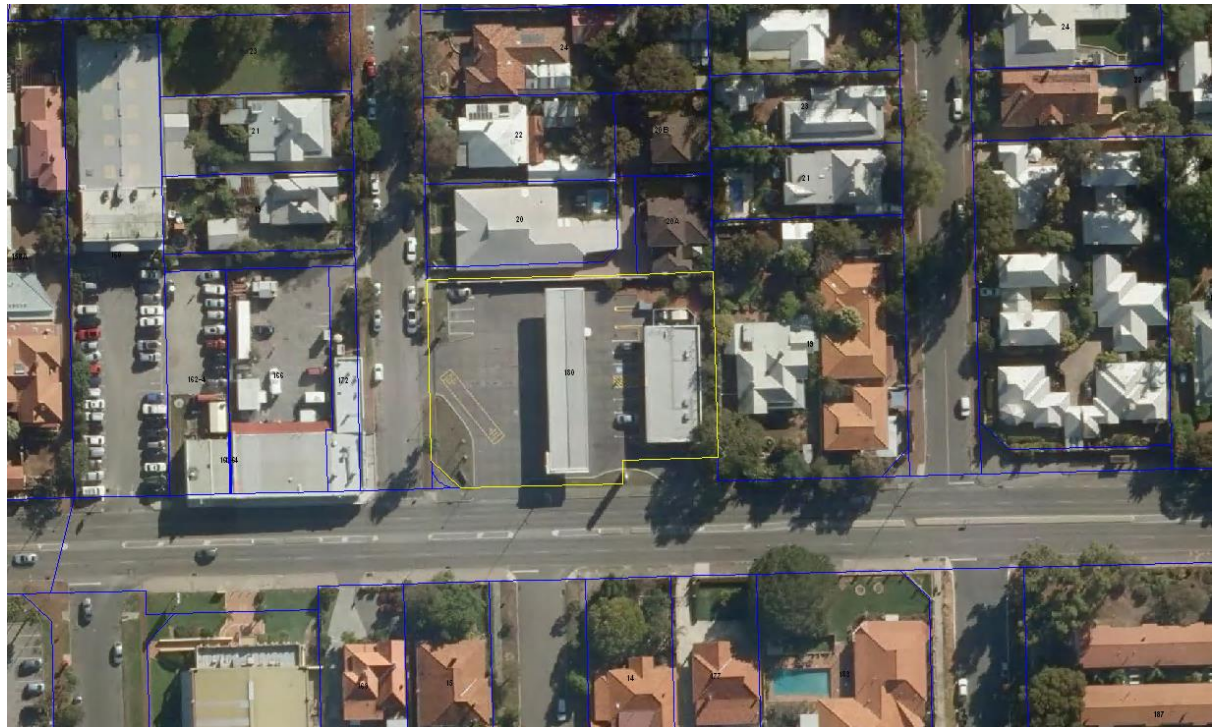
In light of the above it is recommended that Council authorise the Mayor and Chief Executive Officer to sign and affix the Common Seal in relation to the Assumption Deed at No. 180 (Lot 100) Canning Highway, East Fremantle and any other documents pertaining to the registration of a caveat on the Certificate of Title.

12.1.2. OFFICER RECOMMENDATION

That Council authorise the Mayor and Chief Executive Officer to sign and affix the Common Seal in relation to:

- 1. the 'Assumption Deed' for No. 180 (Lot 100) Canning Highway, East Fremantle between the Town of East Fremantle, Western Australian Planning Commission, Caltex Petroleum P/L and One Fund Services Ltd (as trustee of Ampol Property Trust); and**
- 2. any other relevant documents pertaining to the registration of a caveat over the land on the Certificate of Title for No. 180 (Lot 100) Canning Highway, East Fremantle.**

180 Canning Highway – Map and Photo





HERBERT
SMITH
FREEHILLS

Deed

Final
10 September 2020

Assumption Deed

Town of East Fremantle

Western Australian Planning Commission

Caltex Petroleum Pty Ltd

One Fund Services Ltd as trustee of Ampol Property
Trust



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Assumption Deed

Date ►

Between the parties

Town	<p>Town of East Fremantle of 135 Canning Highway, East Fremantle, Western Australia (Town)</p>
Commission	<p>Western Australian Planning Commission a body corporate pursuant to the provisions of the Planning and Development Act 2005 of 140 William Street, Perth, Western Australia (Commission)</p>
Vendor	<p>Caltex Petroleum Pty Ltd ACN 000 007 876 of Level 24, 2 Market Street, Sydney, NSW 2000 (Vendor)</p>
Purchaser	<p>One Fund Services Ltd ACN 615 523 003 as trustee of Ampol Property Trust of Level 16, Governor Macquarie Tower, 1 Farrer Place, Sydney NSW 2000 (Purchaser)</p>
Recitals	<ol style="list-style-type: none"> 1 The Commission, Caltex Australia Petroleum Pty Ltd (ACN 000 032 128) (Caltex Australia) and the Town entered into a deed of covenant dated 15 October 2004 (Deed) in respect of the Land. 2 The Vendor took over the obligations and rights of Caltex Australia under the Deed pursuant to a deed of assumption between the Commission, the Town, Caltex Australia and the Vendor dated 11 January 2007. 3 The Purchaser has purchased the Land from the Vendor with settlement due to take place on or around October 2020. 4 The Purchaser will take over the obligations and rights of the Vendor under the Deed and the Vendor will be released from its obligations under the Deed.



This deed witnesses as follows:

1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this Deed are set out below.

Term	Meaning
Assumption Date	the date on which a transfer of the Land from the Vendor to the Purchaser is registered at the Western Australian Land Information Authority.
Land	Lot 100 on Deposited Plan 25702 being the whole of the land comprised in Certificate of Title Volume 2503 Folio 144.
Trust	Ampol Property Trust, established by trust deed dated 2 November 2018.
Trustee	One Fund Services Ltd (ACN 615 523 003).

1.2 Interpretation

In this Deed unless a contrary intention appears:

- (a) a reference to a person includes that person's legal personal representatives, assigns and successors;
- (b) an obligation on the part of two or more person binds them jointly and severally and a right in favour of two or more persons is for the benefit of them jointly and severally;
- (c) words importing any gender include the other genders;
- (d) a reference to any thing 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 but this is not to be taken as implying that performance of part of an obligation is the performance of the whole;
- (e) the singular include the plural and vice versa;
- (f) a reference to a party is to a party to this Deed;
- (g) the word corporation shall include all bodies corporate or incorporated associations and the word person shall include corporation; and



- (h) headings are inserted for convenience and do not effect the interpretation of this Deed.

2 Transfer of rights and interest

- (a) The Vendor transfers all the rights, interests and obligations of the Vendor under the Deed to the Purchaser from and including the Assumption Date.
- (b) The Town and the Commission consent to the Vendor transferring all the rights, interests and obligations of the Vendor under the Deed to the Purchaser from and including the Assumption Date.

3 Covenants

- (a) The Purchaser agrees with the Town and the Commission that, on and from the Assumption Date, the Purchaser will be bound by and must comply with the provisions of the Deed to the same extent as if the Purchaser was expressly named in the Deed in place of Caltex Australia.
- (b) The Commission agrees with the Purchaser that, on and from the Assumption Date, the Commission must observe and perform each agreement and provision contained in the Deed to be observed and performed by the Commission.
- (c) The Town agrees with the Purchaser that, on and from the Assumption Date, the Town must observe and perform each agreement and provision contained in the Deed to be observed and performed by the Town.

4 Releases

- (a) From and including the Assumption Date, the Vendor is released by the Town and the Commission from all obligation and liability under the Deed except in respect of any obligation or liability which arose prior to the Assumption Date.
- (b) From and including the Assumption Date, the Town and the Commission are released by the Vendor from all obligation and liability under the Deed except in respect of any obligation or liability which arose prior to the Assumption Date.

5 Indemnity

- (a) From and including the Assumption Date, the Vendor indemnifies the Purchaser from any loss, damage, obligation or liability which may have arisen under the Deed prior to the Assumption Date that was caused by the Vendor.
- (b) From and including the Assumption Date, the Purchaser indemnifies the Vendor from any loss, damage, obligation or liability which arises under the Deed from and including the Assumption Date that is caused by the Purchaser.



6 Stamp duty and costs

- (a) The Purchaser will pay all duty assessed in respect of this Deed.
- (b) The Purchaser will pay all costs incurred by the:
 - (1) Town in the negotiation, preparation and execution of this Deed and all costs in the preparation, execution and registration of a caveat; and
 - (2) Commission, in the negotiation, preparation and execution of this Deed and all costs incurred by the Commission in the preparation, execution and registration of a Withdrawal of Caveat K075745 and a replacement caveat.

7 One Fund Services Ltd limitation of liability

- (a) **(Capacity)** One Fund Services Ltd enters into this Deed in its capacity as Trustee of the Trust and in no other capacity.
- (b) **(Change of Trustee)** The parties acknowledge that the Trustee incurs the Trustee Liabilities solely in its capacity as trustee of the Trust and agrees that (to the maximum extent permitted by law) the Trustee will cease to have any Trustee Liability if the Trustee ceases for any reason to be trustee of the Trust.
- (c) **(Enforcement of Trustee Liabilities)** A Trustee Liability may be enforced against the Trustee only to the extent to which:
 - (1) the Trustee is actually indemnified in respect of that Trustee Liability out of the property of the Trust; and
 - (2) there is sufficient property held by the Trustee as trustee at the time, which is available to meet that indemnity (after all Trust assets have been allocated to meet the indemnity and any other valid claims).
- (d) Subject to clause 7(e), no person will be entitled to:
 - (1) claim from or commence proceedings against the Trustee in respect of any Trustee Liability in any capacity other than as trustee of the Trust;
 - (2) enforce or seek to enforce any judgment in respect of any Trustee Liability against any property of the Trustee other than property held by the Trustee as trustee of the Trust;
 - (3) take any steps to procure or support the appointment of a liquidator, administrator or any other similar office holder to the Trustee on the basis of a Trustee Liability, or prove in any liquidation, administration or arrangement of or affecting the Trustee; or
 - (4) in respect of a Trustee Liability, appoint or take any steps to procure or support the appointment of a receiver or receiver and manager to any property of the Trustee, other than property which is held by it in its capacity as trustee of the Trust.
- (e) The restrictions in clauses 7(c) and 7(d) do not apply to any Trustee Liability to the extent to which there is, whether under the trust deed constituting the Trust or by operation of law, a reduction in the extent of the Trustee's indemnification, or in respect of which the Trustee is not entitled to be indemnified, out of the



- property of the Trust, as a result of the Trustee's fraud, negligence, breach of trust or wilful default.
- (f) The parties agree that no act or omission of the Trustee (including any related failure to satisfy any Trustee Liabilities) will constitute fraud, negligence, breach of trust or wilful default of the Trustee for the purposes of clause 7(e) to the extent to which the act or omission was caused or contributed to by any failure of any party (as applicable) to fulfil its obligations relating to the Trust or by any other act or omission of that party.
- (g) No attorney, agent or other person appointed in accordance with this Deed has authority to act on behalf of the Trustee in a way which exposes the Trustee to any personal liability, and no act or omission of such a person will be considered fraud, negligence, breach of trust or wilful default of the Trustee for the purposes of clause 7(e).
- (h) **(Limitation prevails)** This limitation of the Trustee Liability applies despite any other provisions of this Deed and extends to all Trustee Liabilities of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Deed or its performance.
- (i) The provisions of this clause 7 are paramount and apply regardless of any other provision in this Deed, or other instrument, even another provision which seeks to apply regardless of any other provision.
- (j) **(No action required)** The Trustee is not obliged to do or refrain from doing anything under this Deed (including incur any liability) unless the Trustee Liability is limited in the same manner as set out in clauses 7(a) to 7(i).
- (k) **(Definition of Trustee Liability)** In this clause 7, **Trustee Liability** means any liability or obligation (of any kind including, without limitation, for negligence, in tort, in equity, or under statute) of the Trustee which arises in any way under or in connection with this Deed or its performance, or any representation, warranty, conduct, omission, agreement or transaction made under or in connection with this Deed or its performance.

8 Purchaser warranties

The Purchaser warrants to the Town and the Commission that:

- (a) the Purchaser is the only trustee of the Trust;
- (b) no action has been taken or proposed to remove the Purchaser as trustee of the Trust;
- (c) the Purchaser has power under the trust deed dated 2 November 2018 to enter into this Deed and the Purchaser has entered into this Deed for the benefit of the beneficiaries of the trust;
- (d) the Purchaser has a right to be fully indemnified out of the assets of the Trust in respect of obligations incurred under this Deed;
- (e) the assets of the Trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the Purchaser has a right to be indemnified out of those assets;
- (f) the Purchaser is not in default under the trust deed dated 2 November 2018;
- (g) no action has been taken or is proposed to terminate the Trust;



- (h) the Purchaser has complied with the Purchaser's obligations in connection with the Trust; and
- (i) the Town and the Commission's rights under this Deed rank in priority to the interests of the beneficiaries of the Trust.

9 Variation

This Deed may not be waived, varied, discharged or released by any oral agreement or representation or otherwise than by an instrument in writing duly signed by the parties.

10 Further Assurances

The parties agree to do all acts, matters and things reasonably necessary to give effect to the provisions of this Deed.

11 Non-waiver

The failure at any time of either party to enforce any provision of this Deed shall not be construed as a waiver of that provision nor of the right of that party to enforce each and every provision of this Deed.

12 Counterparts

This Deed may be executed in any number of counterparts. Each counterpart is deemed an original and all the counterparts together constitute one instrument, which is deemed to be dated on the date of exchange.

13 Governing Law and Jurisdiction

This Deed shall be construed in accordance with the law in force for the time being in the State of Western Australia. The parties irrevocably submit to the exclusive jurisdiction of the courts of Western Australia and courts of appeal therefrom.



HERBERT
SMITH
FREEHILLS

Signing page

Executed as a deed

Town

The common seal of
Town of East Fremantle
was hereunto affixed by authority of the
Council in the presence of:

sign here ► _____
Signature of Mayor

sign here ► _____
Signature of Chief Executive Officer

print name _____
Name of Mayor (in full)

print name _____
Name of Chief Executive Officer (in full)

Commission

Signed for and on behalf of the
**Western Australian Planning
Commission** by an officer of the
Commission duly authorised by
the Commission pursuant to
Section 24 of the Planning and
Development Act 2005 for that
purpose, in the presence of:

sign here ► _____
Witness

sign here ► _____
Authorised Officer

print name _____
Witness

print name _____
Name of Authorised Officer (in full)

insert date _____



HERBERT
SMITH
FREEHILLS

Vendor

Signed sealed and delivered by
**Caltex Petroleum Pty Ltd (ACN
000 007 876)** pursuant to section
127 of the Corporations Act 2001
(Cth)

sign here ► _____
Company Secretary/Director

sign here ► _____
Director

print name _____

print name _____

Purchaser

SIGNED by **ONE FUND SERVICES LIMITED ACN 615
523 003** under its power of attorney dated **14
June 2019** by its authorised attorneys:

.....
Signature of Witness

.....
Signature of A Class Attorney

.....
Name of Witness (block letters)

.....
Name of A Class Attorney (block letters)

.....
Signature of Witness

.....
Signature of A / B* Class Attorney

.....
Signature of Witness (block letters)

.....
Name of A / B*Attorney (block letters)

*delete whichever is not applicable

12.2 FINANCE

12.2.1 Statement of Financial Activity for Period Ended 30 September 2020

Applicant	Not Applicable
File ref	F/FNS2
Prepared by	Peter Kocian, Executive Manager Corporate Services
Supervised by	Gary Tuffin, Chief Executive Officer
Meeting Date:	20 October 2020
Voting requirements	Absolute Majority
Documents tabled	Nil
Attachments	1. Statement of Financial Activity 30 September 2020 2. Capital Works Report 5 October 2020 3. Financial Health Check 30 September 2020

Purpose

The purpose of this report is to present to Council the Monthly Financial Report (containing the Statement of Financial Activity) for the month ended 30 September 2020. The Monthly Financial Report also includes a Capital Works Report and Financial Health Check summary.

Executive Summary

A Monthly Financial Report workbook has been prepared to provide an overview of key financial activity. Two Statements of Financial Activity are provided, one by program and the other by nature and type. Both of these Statements provide a projection of the closing surplus position as at 30 June 2021.

A Capital Works Report is presented detailing committed expenditure against budgets. This report is used to assess the clearance rate of capital projects.

A Monthly Financial Health Check has also been prepared which provides key financial information against benchmarks. This document is intended to provide a concise summary of the Town's financial performance.

Background

The Town of East Fremantle financial activity reports use a materiality threshold to measure, monitor and report on financial performance and position of the Town.

The monthly Financial Report is appended and includes the following:

- Statement of Financial Activity by Program
- Statement of Financial Activity by Nature and Type
- Notes to the Statement of Financial Activity including:
 - Explanation of Material Variances
 - Net Current Funding Position
 - Cash and Investments
 - Receivables
 - Cashed Back Reserves
 - Capital Disposals
 - Rating Information
 - Grants and Contributions

The attached Monthly Financial Report is prepared in accordance with the amended *Local Government (Financial Management) Regulations 1996*; together with supporting material to provide Council with easy to understand financial information covering activities undertaken during the financial year.

Consultation

Management team

Statutory Environment

Section 6.4 of the *Local Government Act 1995* and Regulation 34 of the *Local Government (Financial Management) Regulations 1996* detail the form and manner in which a local government is to prepare its Statement of Financial Activity.

Expenditure from the municipal fund not included in the annual budget must be authorised in advance by an absolute majority decision of Council pursuant to section 6.8 of the *Local Government Act 1995*.

Fees and charges are imposed under section 6.16 of the *Local Government Act 1995*. If fees and charges are imposed after the annual budget has been adopted, local public notice must be provided before introducing the fees or charges pursuant to section 6.19 of the *Local Government Act 1995*.

Policy Implications

Significant Accounting Policies are adopted by Council on an annual basis. These policies are used in the preparation of the statutory reports submitted to Council.

Financial Implications

Material variances are disclosed in the Statement of Financial Activity.

As part of the adopted 2020/21 Budget, Council adopted the following thresholds as levels of material variances for financial reporting.

In accordance with regulation 34 (5) of the Local Government (Financial Management) Regulations 1996, and AASB 1031 Materiality, the level to be used in statements of financial activity in 2020/21 for reporting material variances shall be:

- (a) 10% of the amended budget; or
- (b) \$10,000 of the amended budget.

whichever is greater. In addition, that the material variance limit be applied to total revenue and expenditure for each Nature and Type classification and capital income and expenditure in the Statement of Financial Activity.

Strategic Implications

The monthly financial report is the key financial reporting mechanism to Council, to provide oversight of the financial management of the local government. This ties into the Strategic Community Plan as follows:

4.9 A financially sustainable Town – Provide financial management services to enable the Town to sustainably provide services to the community.

Risk Implications

Risk	Risk Likelihood (based on history & with existing controls)	Risk Impact / Consequence	Risk Rating (Prior to Treatment or Control)	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Inadequate oversight of the financial position of the Town may result in adverse financial trends	Rare (1)	Major (4)	Low (1-4)	FINANCIAL IMPACT \$50,000 - \$250,000	Manage by monthly review of financial statements and key financial information

Risk Matrix

Consequence		Insignificant	Minor	Moderate	Major	Extreme
		1	2	3	4	5
Likelihood	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating is provided below. Any items with a risk rating over 16 will be added to the Risk Register, and any item with a risk rating over 16 will require a specific risk treatment plan to be developed.

Risk Rating	4
Does this item need to be added to the Town's Risk Register	No
Is a Risk Treatment Plan Required	No

Site Inspection

Not applicable.

Comment

This report presents the Statement of Financial Activity for the period 30 September 2020. The following is a summary of headline numbers from the attached financial reports:

	Original Budget	YTD Budget	September Actuals
Opening Surplus	160,328	160,328	211,331
Operating Revenue	10,517,403	8,720,414	8,668,078
Operating Expenditure	(10,969,062)	(2,804,715)	(2,014,166)
Capital Expenditure	(1,026,681)	(133,500)	(258,711)
Capital Income	210,000	0	0
Financing Activities	(470,888)	(23,790)	(25,232)
Non-Cash Items	1,578,900	394,725	0
Closing Surplus	0	6,313,462	6,581,300
Unrestricted Cash			5,084,334
Restricted Cash			991,601

- Depreciation has yet to be processed due to the finalisation of the 2019/20 accounts and asset register;
- A Capital Works Report is being auto generated within the Town's financial system and emailed to Responsible Officer's on a weekly basis to monitor projects. This Report is provided as Attachment 2 and includes actual expenditure as at 1 October. Capital works have yet to substantially commence, with \$259k in total expenditure;
- Rates were levied in the month of July with rate notices issued in the first week of August. At the end of September 62% of rates levied (including arrears) has been received. The due date for payment of rates including the election of instalments was the 7 September.

Budget Variations

The 2020/21 Budget includes an allocation of \$25,000 for the statutory 4-yearly swimming pool inspections.

Quotes have now been obtained, with the final cost being in the order of \$50k (595 pools x \$85). A budget variation of \$25k is therefore required to proceed with the inspections.

12.2.1 OFFICER RECOMMENDATION

That Council:

1. receives the Monthly Financial Report (Containing the Interim Statement of Financial Activity) for the month ended 30 September 2020, as presented as attachment 1 to this report.
2. notes the unrestricted municipal surplus of \$6,581,300 as at 30 September 2020.
3. receives the Capital Works Report dated 1 October 2020, as presented as attachment 2 to this report.
4. receives the Monthly Financial Health Check, as presented as attachment 3 to this report.
5. pursuant to section 6.8 of the *Local Government Act 1995*, approve the schedule of budget variations below resulting in an unfavourable movement of (\$25,000) in net current assets as at 30 June 2021, with a view of funding this amount in the mid-year budget review.

Account No.	Description	Current Budget	Amended Budget	Variance	Comment
E07228	Swimming Pool Inspection Fees	(25,000)	(50,000)	(25,000)	Quotes have been obtained. 595 pools x \$85
Change in Net Current Assets				(25,000)	

TOWN OF EAST FREMANTLE
MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)
For the Period Ended 30 September 2020

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

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**Town of East Fremantle
Information Summary
For the Period Ended 30 September 2020**

Key Information

Report Purpose

This report is prepared to meet the requirements of *Local Government (Financial Management) Regulations 1996, Regulation 34*.

Overview

Summary reports and graphical progressive graphs are provided on pages 2 - 3.

Statement of Financial Activity by reporting program

Is presented on page 6 and shows a surplus as at 30 September 2020 of \$6,581,300.

Items of Significance

The material variance adopted by the Town of East Fremantle for the 2020/21 year is \$10,000 or 10% whichever is the greater. The following selected items have been highlighted due to the amount of the variance to the budget or due to the nature of the revenue/expenditure. A full listing and explanation of all items considered of material variance is disclosed in Note 2.

	%	Amended			
	Collected /	Annual		YTD Budget	YTD Actual
	Completed	Budget			
Significant Projects					
Purchase Property, Plant and Equipment	10%	\$ 292,500	\$ 7,500	\$ 29,262	
Purchase and Construction of Infrastructure	31%	\$ 734,181	\$ 126,000	\$ 229,449	
Grants, Subsidies and Contributions					
Commonwealth Home Support Programme	25%	\$ 601,566	\$ 150,392	\$ 151,123	
Regional Road Group Grant	0%	\$ 180,000	\$ -	\$ -	
		\$ 601,566	\$ 150,392	\$ 151,123	
Rates Levied	100%	\$ 7,997,275	\$ 7,974,775	\$ 7,968,859	

% Compares current ytd actuals to annual budget

Financial Position

	Current Year
Adjusted Net Current Assets	\$ 6,581,300
Cash and Equivalent - Unrestricted	\$ 5,084,334
Cash and Equivalent - Restricted	\$ 991,601
Receivables - Rates	\$ 3,814,745
Receivables - Other	\$ 129,881
Payables	\$ 1,762,065

% Compares current ytd actuals to prior year actuals at the same time

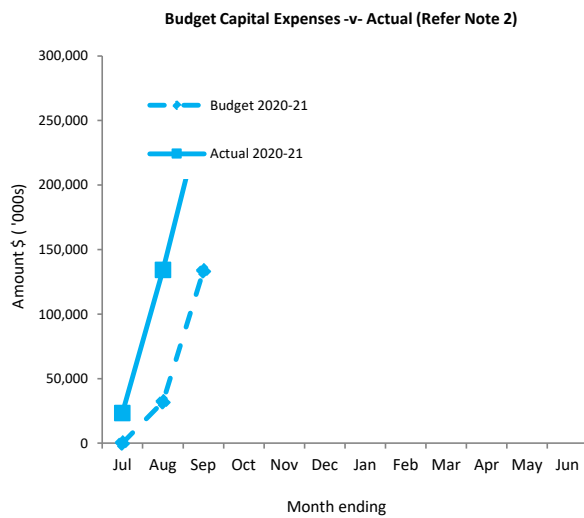
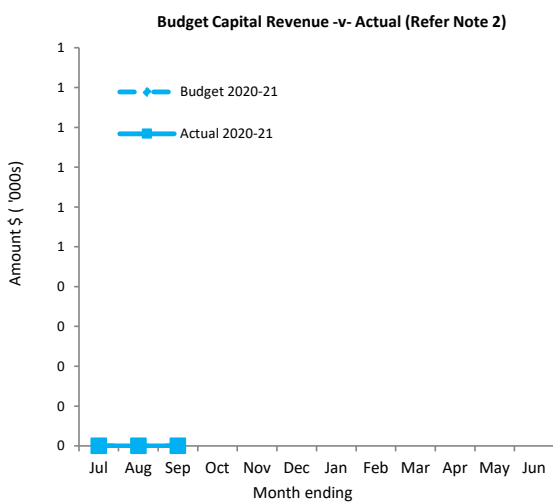
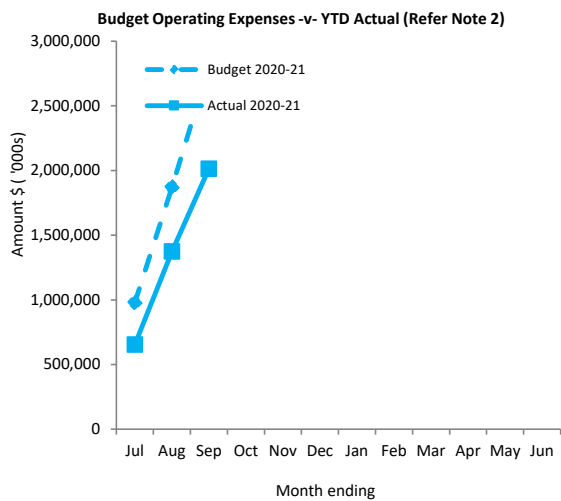
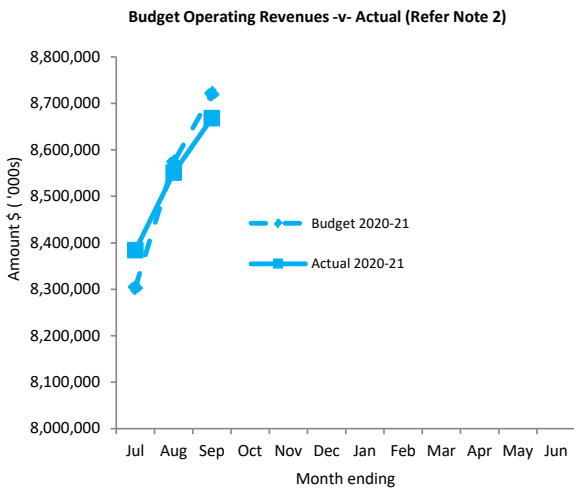
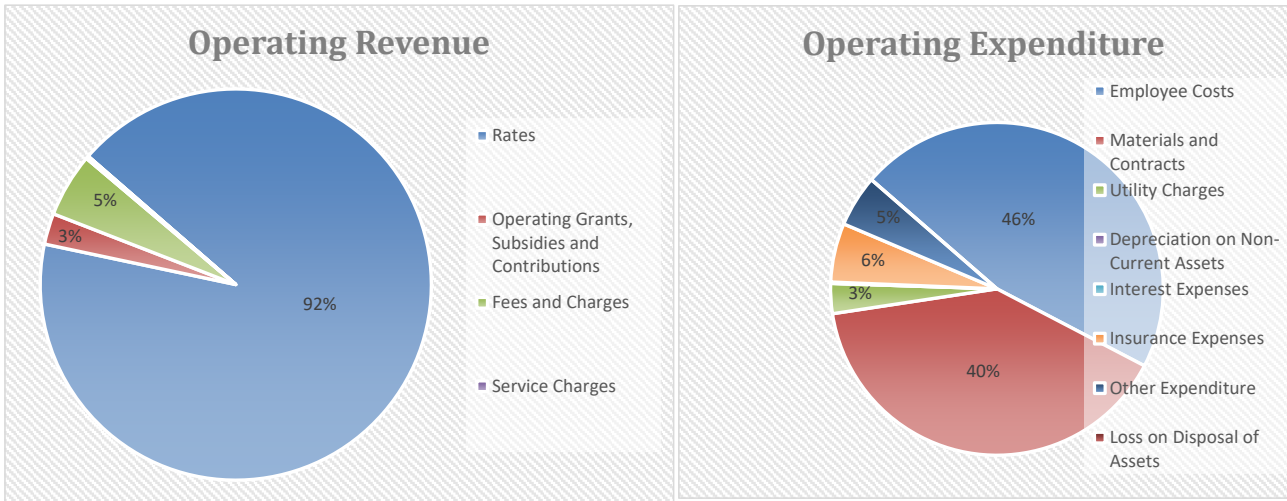
Note: The Statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary due to transactions being processed for the reporting period after the date of

Preparation

Prepared by:

Reviewed by: Peter Kocian

Date prepared:



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

TOWN OF EAST FREMANTLE
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting Program)
For the Period Ended 30 September 2020

	Note	Annual Budget - Hardcoded	Annual Budget - Synergy	Current Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
Opening Funding Surplus(Deficit)	3	\$ 160,328	160,328	160,328	160,328	\$ 211,331	\$ 51,003	32%	
Revenue from operating activities									
Governance		10,000	10,000	10,000	2,500	51	(2,449)	(98%)	
General Purpose Funding - Rates	9	7,997,275	7,997,275	7,997,275	7,974,775	7,968,859	(5,916)	(0%)	
General Purpose Funding - Other		328,653	328,653	328,653	82,163	94,455	12,292	15%	▲
Law, Order and Public Safety		33,200	33,200	33,200	8,300	3,864	(4,436)	(53%)	
Health		13,409	13,409	13,409	9,659	9,245	(414)	(4%)	
Education and Welfare		713,766	713,766	713,766	178,442	193,534	15,092	8%	
Housing		84,000	84,000	84,000	21,000	18,613	(2,387)	(11%)	
Community Amenities		205,000	205,000	205,000	146,500	117,350	(29,150)	(20%)	▼
Recreation and Culture		648,800	648,800	652,864	158,700	166,442	7,742	5%	
Transport		353,800	353,800	353,800	106,000	54,539	(51,461)	(49%)	▼
Economic Services		80,500	80,500	80,500	20,125	33,977	13,852	69%	▲
Other Property and Services		49,000	49,000	49,000	12,250	7,148	(5,102)	(42%)	
		10,517,403	10,517,403	10,521,467	8,720,414	8,668,078			
Expenditure from operating activities									
Governance		(1,198,448)	(1,198,448)	(1,198,448)	(319,112)	(257,676)	61,436	19%	▲
General Purpose Funding		(155,287)	(155,287)	(155,287)	(38,822)	(29,521)	9,300	24%	▲
Law, Order and Public Safety		(175,539)	(175,539)	(175,539)	(44,594)	(37,039)	7,555	17%	▲
Health		(215,419)	(215,419)	(215,419)	(54,339)	(44,400)	9,938	18%	▲
Education and Welfare		(1,116,999)	(1,116,999)	(1,116,999)	(305,475)	(230,179)	75,296	25%	▲
Housing		(45,320)	(45,320)	(45,320)	(11,660)	(2,438)	9,222	79%	▲
Community Amenities		(2,750,998)	(2,750,998)	(2,750,998)	(679,049)	(535,587)	143,461	21%	▲
Recreation and Culture		(2,334,470)	(2,334,470)	(2,404,613)	(586,103)	(342,382)	243,721	42%	▲
Transport		(2,703,195)	(2,703,195)	(2,686,195)	(671,549)	(441,371)	230,178	34%	▲
Economic Services		(115,287)	(115,287)	(115,287)	(28,822)	(28,131)	691	2%	
Other Property and Services		(158,100)	(158,100)	(158,100)	(65,191)	(65,441)	(250)	(0%)	
		(10,969,062)	(10,969,062)	(11,022,205)	(2,804,715)	(2,014,166)			
Operating activities excluded from budget									
Add back Depreciation		1,578,900	1,578,900	1,578,900	394,725	0	(394,725)	(100%)	▼
Adjust (Profit)/Loss on Asset Disposal	8	0	0	0	0	0	0		
Amount attributable to operating activities		1,578,900	1,578,900	1,578,900	394,725	0			
Investing Activities									
Non-operating Grants, Subsidies and Contributions	11	180,000	180,000	180,000	0	0	0		
Proceeds from Disposal of Assets	8	30,000	30,000	30,000	0	0	0		
Purchase Property, Plant and Equipment		(292,500)	(292,500)	(292,500)	(7,500)	(29,262)	(21,762)	(290%)	▼
Purchase and Construction of Infrastructure		(734,181)	(734,181)	(981,034)	(126,000)	(229,449)	(103,449)	(82%)	▼
Amount attributable to investing activities		(816,681)	(816,681)	(1,063,534)	(133,500)	(258,711)			
Financing Activities									
Transfer from Reserves	7	591,500	591,500	862,353	0	0	0		
Repayment of Debentures	10	(95,160)	(95,160)	(95,160)	(23,790)	(24,882)	(1,092)	(5%)	
(Transfer to Reserves)	7	(967,228)	(967,228)	(967,228)	0	(350)	(350)		
Amount attributable to financing activities		(470,888)	(470,888)	(200,035)	(23,790)	(25,232)	(1,442)	(6%)	
Closing Funding Surplus(Deficit)	3	0	(0)	(25,079)	6,313,462	6,581,300	-267,838		

TOWN OF EAST FREMANTLE
STATEMENT OF FINANCIAL ACTIVITY
(By Nature or Type)
For the Period Ended 30 September 2020

	Note	Annual Budget - Hardcoded	Annual Budget - Synergy	Current Budget	Amended YTD Budget	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	\$	\$	%	
Opening Funding Surplus (Deficit)	3	160,328	160,328	160,328	160,328	211,331	51,003	32%	▲
Revenue from operating activities									
Rates	9	7,997,275	7,997,275	7,997,275	7,974,775	7,968,859	(5,916)	(0%)	
Operating Grants, Subsidies and Contributions	11	1,175,019	1,175,019	1,179,083	272,305	222,448	(49,856)	(18%)	
Fees and Charges		1,187,609	1,187,609	1,187,609	433,959	457,454	23,495	5%	
Interest Earnings		120,000	120,000	120,000	30,000	16,843	(13,157)	(44%)	▼
Other Revenue		37,500	37,500	37,500	9,375	2,475	(6,900)	(74%)	
Profit on Disposal of Assets	8	0	0	0	0	0	0		
		10,517,403	10,517,403	10,521,467	8,720,414	8,668,078			
Expenditure from operating activities									
Employee Costs		(4,173,445)	(4,173,445)	(4,173,445)	(1,057,565)	(931,896)	125,669	12%	▲
Materials and Contracts		(4,279,617)	(4,279,617)	(4,332,760)	(1,074,440)	(804,719)	269,721	25%	▲
Utility Charges		(299,300)	(299,300)	(299,300)	(74,825)	(58,741)	16,084	21%	▲
Depreciation on Non-Current Assets		(1,578,900)	(1,578,900)	(1,578,900)	(394,725)	0	394,725	100%	▲
Interest Expenses		(14,960)	(14,960)	(14,960)	0	(2,616)	(2,616)		
Insurance Expenses		(180,320)	(180,320)	(180,320)	(90,160)	(115,316)	(25,156)	(28%)	▼
Other Expenditure		(442,520)	(442,520)	(442,520)	(113,000)	(100,878)	12,122	11%	▲
Loss on Disposal of Assets	8	0	0	0	0	0	0		
		(10,969,062)	(10,969,062)	(11,022,205)	(2,804,715)	(2,014,166)			
Operating activities excluded from budget									
Add back Depreciation		1,578,900	1,578,900	1,578,900	394,725	0	(394,725)	(100%)	▼
Adjust (Profit)/Loss on Asset Disposal	8	0	0	0	0	0	0		
Amount attributable to operating activities		1,578,900	1,578,900	1,578,900	394,725	0			
Investing activities									
Non-operating Grants, Subsidies and Contributions	11	180,000	180,000	180,000	0	0	0		
Proceeds from Disposal of Assets	8	30,000	30,000	30,000	0	0	0		
Purchase Property, Plant and Equipment		(292,500)	(292,500)	(292,500)	(7,500)	(29,262)	(21,762)	(290%)	▼
Purchase and Construction of Infrastructure		(734,181)	(734,181)	(981,034)	(126,000)	(229,449)	(103,449)	(82%)	▼
Amount attributable to investing activities		(816,681)	(816,681)	(1,063,534)	(133,500)	(258,711)			
Financing Activities									
Transfer from Reserves	7	591,500	591,500	862,353	0	0	0		
Repayment of Debentures	10	(95,160)	(95,160)	(95,160)	(23,790)	(24,882)	(1,092)	(5%)	
(Transfer to Reserves)	7	(967,228)	(967,228)	(967,228)	0	(350)	(350)		
Amount attributable to financing activities		(470,888)	(470,888)	(200,035)	(23,790)	(25,232)			
Closing Funding Surplus (Deficit)	3	0	(0)	(25,079)	6,313,462	6,581,300	267,838	4%	

Note 1: Explanation of Material Variances

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

The material variance adopted by Council for the 2020/21 year is \$10,000 or 10% whichever is the greater.

Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
Operating Revenues	\$	%			
General Purpose Funding	12,292	15%		Timing	Favourable - Instalment fees
Community Amenities	(29,150)	(20%)		Timing	Unfavourable - Better Bins grant \$26k yet to be claimed Unfavourable - Main Roads Direct Grant yet to be claimed.
Transport	(51,461)	(49%)		Timing	Parking revenue under budget.
Economic Services	13,852	69%		Timing	Favourable
Operating Expense					
Governance	61,436	19%		Timing	Unfavourable -
General Purpose Funding	9,300	24%		Timing	Favourable - Depreciation has not yet been processed in 20/21
Law, Order and Public Safety	7,555	17%		Timing	Favourable - Depreciation has not yet been processed in 20/21
Health	9,938	18%		Timing	Favourable - Depreciation has not yet been processed in 20/21
Education and Welfare	75,296	25%		Timing	Favourable - Depreciation has not yet been processed in 20/21
Housing	9,222	79%		Timing	Favourable - Depreciation has not yet been processed in 20/21
Community Amenities	143,461	21%		Timing	Favourable - Depreciation has not yet been processed in 20/21
Recreation and Culture	243,721	42%		Timing	Favourable - Depreciation has not yet been processed in 20/21
Transport	230,178	34%		Timing	Favourable - Depreciation has not yet been processed in 20/21
Depreciation	(394,725)	(100%)		Timing	Depreciation has not yet been processed in 20/21
Capital Revenues					
Grants, Subsidies and Contributions	0				no reportable variances
Proceeds from Disposal of Assets	0				no reportable variances
Capital Expenses					
Purchase Property, Plant and Equipment	(21,762)	(290%)		Timing	Capital works program has yet to substantially commence
Purchase and Construction of Infrastructure	(103,449)	(82%)		Timing	
Nature and Type Classifications:					
Operating Grants, Subsidies and Contributions	(49,856)	(18%)		Timing	Unfavourable - Better Bins grant \$26k to be claimed, plus \$26k in MRD grants
Interest Earnings	(13,157)	(44%)		Timing	\$4.7m in Term Deposits invested as at 30 Sep. Interest Revenue will start to accrue.
Employee Costs	125,669	12%		Timing	Favourable
Materials and Contracts	269,721	25%		Timing	Favourable
Utility Charges	16,084	21%		Timing	Favourable
Depreciation on Non Current Assets	394,725	100%		Timing	Depreciation has not yet been processed in 20/21
Insurance Expenses	(25,156)	(28%)		Timing	1st Instalment paid in July
Other Expenditure	12,122	11%		Timing	no reportable variances

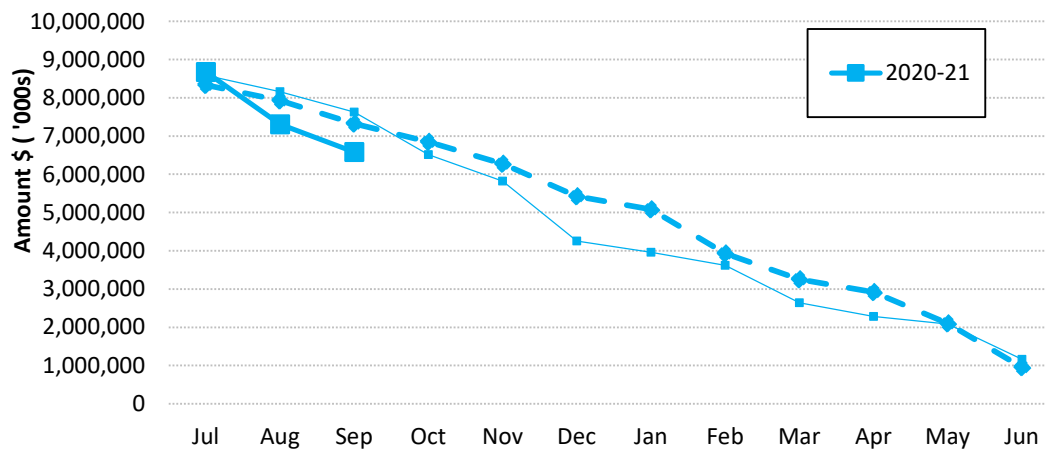
TOWN OF EAST FREMANTLE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 September 2020

Note 2: Net Current Funding Position

Positive=Surplus (Negative=Deficit)

	Note	Last Years Closing 30 June 2020 \$	Current 30 Sep 2020 \$
Current Assets			
Cash Unrestricted	4	1,942,856	5,084,334
Cash Restricted - Reserves	4	1,290,692	991,601
Receivables - Rates	6	320,318	3,814,745
Receivables - Other	6	127,677	129,881
Interest / ATO Receivable/Trust		168,087	46,927
Inventories		0	0
		3,849,630	10,067,488
Less: Current Liabilities			
Payables		(1,955,589)	(1,762,065)
Provisions		(691,459)	(667,678)
		(2,647,048)	(2,429,743)
Less: Restricted Cash - Reserves	7	(991,251)	(991,601)
Less: Trust Interfund Transfer Account		0	(64,844)
Net Current Funding Position		211,331	6,581,300

Note 3 - Liquidity Over the Year



Comments - Net Current Funding Position

TOWN OF EAST FREMANTLE
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 30 September 2020

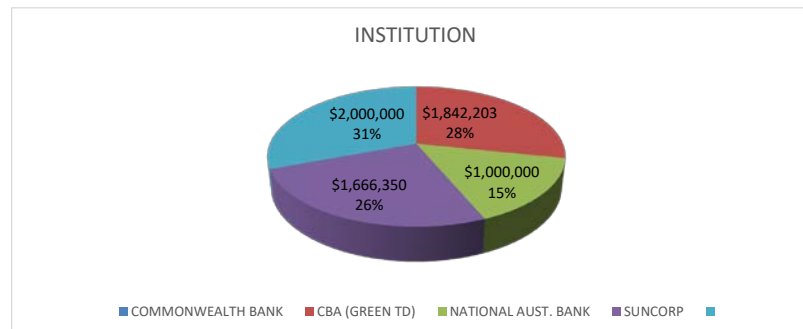
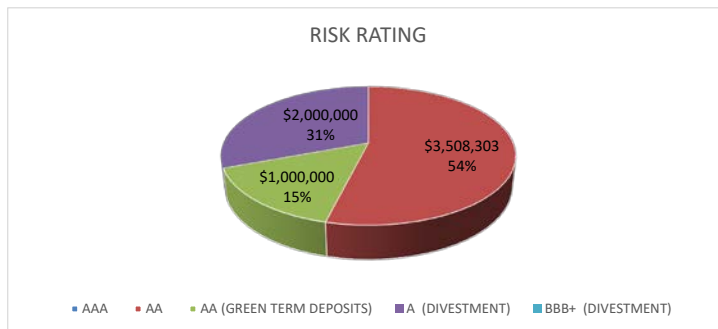
Note 3: Cash and Investments

	Unrestricted	Restricted	Trust	Total Amount	Institution	Risk Rating (LT)	Interest Rate	Maturity Date
	\$	\$	\$	\$				
(a) Cash Deposits								
Municipal Bank Account - On-Call	684,902			684,902	CBA	AA-	0.20%	At Call
Municipal Bank Account	533,984			533,984	CBA	AA-		At Call
Municipal Bonds & Deposits Account	114,226			114,226	CBA	AA-		At Call
Reserve Bank Account		251		251	CBA	AA-		At Call
Trust Bank Account			8,467	8,467	CBA	AA-		At Call
Cash On Hand	1,100			1,100	Petty Cash/Till Float		Nil	On Hand
(b) Term Deposits								
Municipal	500,000			500,000	SUNCORP	A+	0.65%	30-Nov-20
Municipal	500,123			500,123	CBA	AA-	0.27%	02-Nov-20
Municipal	500,000			500,000	SUNCORP	A+	0.60%	08-Dec-20
Municipal	500,000			500,000	SUNCORP	A+	0.60%	08-Dec-20
Municipal	500,000			500,000	SUNCORP	A+	0.60%	08-Dec-20
Municipal	500,000			500,000	CBA (GREEN TD)	AA-	0.44%	07-Dec-20
Municipal	500,000			500,000	CBA (GREEN TD)	AA-	0.27%	02-Nov-20
Municipal Bonds & Deposits	250,000			250,000	NAB	AA-	0.70%	08-Dec-20
Trust			425,000	425,000	NAB	AA-	0.75%	26-Oct-20
Reserves		991,350		991,350	NAB	AA-	0.70%	30-Nov-20
Total	5,084,334	991,601	433,467	6,509,403				
Less Cash on Hand	(1,100)			(1,100)				
	5,083,234			6,508,303				

Comments/Notes - Investments and Cash Deposits

(LT) RISK RATING	PORTFOLIO	\$	%
AAA	MAX 100%		
AA	MAX 100%	\$3,508,303	53.91%
AA (GREEN TERM DEPOSITS)	MAX 100%	\$1,000,000	15.36%
A (DIVESTMENT)	MAX 80%	\$2,000,000	30.73%
BBB+ (DIVESTMENT)	MAX 80%		0.00%
		\$6,508,303	100.00%

INSTITUTION	\$	%	(LT) RISK
COMMONWEALTH BANK	\$1,842,203	28.30%	AA-
CBA (GREEN TD)	\$1,000,000	15.36%	AA-
NATIONAL AUST. BANK	\$1,666,350	25.60%	AA-
SUNCORP	\$2,000,000	30.73%	A+
	\$6,508,554	100.00%	



TOWN OF EAST FREMANTLE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

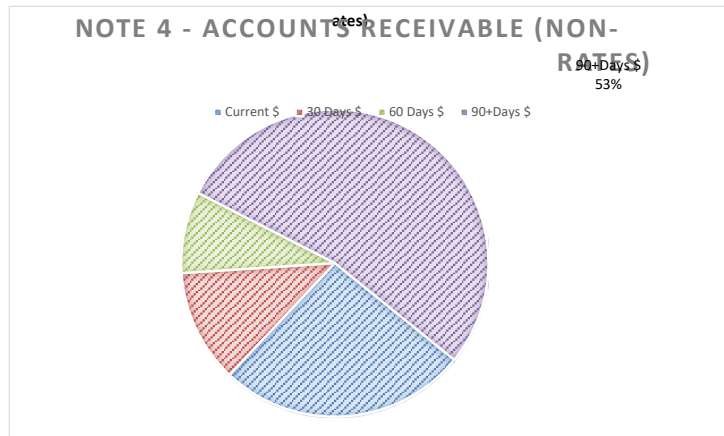
For the Period Ended 30 September 2020

Note 4: Receivables

Receivables - Rates Receivable	30 September 2020	30 June 2020	Receivables - General	Current	30 Days	60 Days	90+Days	Credit Balances	Total
Opening Arrears Previous Years	\$ 270,487	\$ 220,065	Receivables - General	\$ 11,522	\$ 5,247	\$ 3,777	\$ 23,438	-158	43,825
Rates, ESL and Service Charges Levied this year	9,861,453	8,049,151	Receivables - Parking						66,816
Less Collections to date	6,024,367	-7,778,664	East Fremantle Lawn Tennis Club						24,000
Equals Current Outstanding (as per TB)		270,487							
Net Rates Collectable	3,837,086	270,487	Total Receivables General Outstanding						134,641
% Outstanding	37.87%								

Amounts shown above include GST (where applicable)

Control Account	GL	Balance
Sundry Debtors	104	43,825
SSL - Current EFTC	114	3,000
SSL - Non-Current EFTC	1684	21,000
Parking Debtors	180	66,816
		134,641

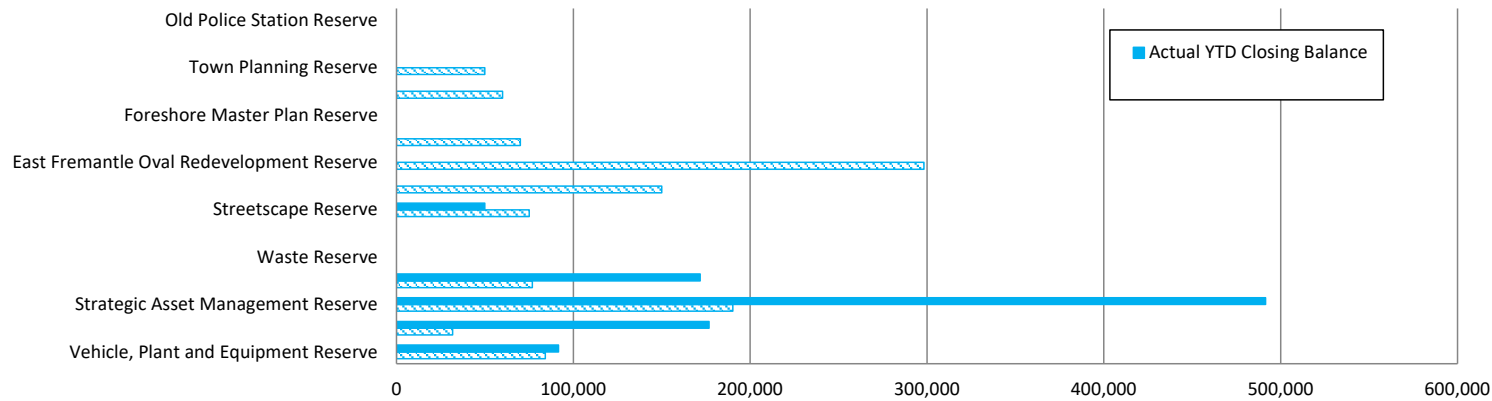


TOWN OF EAST FREMANTLE
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 30 September 2020

Note 5: Cash Backed Reserve

Name	Opening Balance	Amended Budget Interest Earned	Amended Budget Transfers In (+)	Actual Transfers In (+)	Amended Budget Transfers Out (-)	Actual Transfers Out (-)	Amended Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$
Non Current Leave Entitlements Reserve	10,000		0		0		10,000	10,000
Unspent Grants and Restricted Cash Reserve	0		0		0		0	0
Vehicle, Plant and Equipment Reserve	91,627		0		(7,500)		84,127	91,627
Aged Services Reserve	176,803		0		(145,000)		31,803	176,803
Strategic Asset Management Reserve	491,049		40,000	350	(340,853)		190,196	491,399
Arts and Sculpture Reserve	171,772		0		(95,000)		76,772	171,772
Waste Reserve	0		0		0		0	0
Committed Works Reserve	0		0		0		0	0
Streetscape Reserve	50,000		25,000		0		75,000	50,000
Drainage Reserve	0		150,000		0		150,000	0
East Fremantle Oval Redevelopment Reserve	0		298,228		0		298,228	0
Preston Point Facilities Reserve	0		100,000		(30,000)		70,000	0
Foreshore Master Plan Reserve	0		75,000		(75,000)		0	0
Sustainability and Environmental Reserve	0		80,000		(20,000)		60,000	0
Town Planning Reserve	0		100,000		(50,000)		50,000	0
Business Improvement Reserve	0		75,000		(75,000)		0	0
Old Police Station Reserve	0		24,000		(24,000)		0	0
	991,251	0	967,228	350	(862,353)	0	1,096,126	991,601

Note 7 - Year To Date Reserve Balance to End of Year Estimate



TOWN OF EAST FREMANTLE
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 30 September 2020

Note 6: Disposal of Assets

Asset Number	Plant Number	Asset Description	2020/21 Budget				2020/21 Actuals			
			Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
			\$	\$	\$	\$	\$	\$	\$	\$
		Plant and Equipment								
PEMV242	P4069	Mitsubishi Rosa 1DXU938	30,000	30,000	0	0	0	0	0	0
PE263	P4055	Water Trailer 1TMB281	0	0	0	0	0	0	0	0
			30,000	30,000	0	0	0	0	0	0

End of Month
 TOWN OF EAST FREMANTLE
 September 2018
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 30 September 2018
 Note 9







Note 7: Rating Information

RATE TYPE	Rate in	Number of Properties	Rateable Value	YTD Actual			Adopted Budget						
				Rate Revenue	Interim Rates	Non-Rateable Properties	Total Revenue	Rate Revenue	Interim Rate	Back Rate	Total Revenue		
Differential General Rate	\$		\$	\$	\$		\$			\$			
Residential GRV	0.074225	2,954	85,530,640	6,348,512	-3,971		6,344,540	6,345,613	30,000			6,375,613	
Commercial GRV	0.110543	115	11,547,243	1,276,467			1,276,467	1,275,992				1,275,992	
Sub-Totals		3,069	97,077,883	7,624,979	-3,971	0	7,621,007	7,621,605	30,000	0	0	7,651,605	
Minimum Payment	\$												
Residential GRV	1,106.00	331	4,263,529	366,086	3,318		369,404	368,298				368,298	
Commercial GRV	1,654.00	12	140,695	19,848	1,654		21,502	19,848				19,848	
Sub-Totals		343	4,404,224	385,934	4,972		390,906	388,146	0	0	0	388,146	
		3,412	101,482,107	8,010,913	1,001	0	8,011,913	8,009,751		0	0	8,039,751	
Amount from General Rates							8,011,913					8,039,751	
Less Concessions				(43,055)			(43,055)	(42,476)				(42,476)	
Totals				7,967,858			7,968,858	7,967,275				7,997,275	

TOWN OF EAST FREMANTLE
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 30 September 2020

Note 8: Grants and Contributions

	Grant Provider	Purpose of Grant	Acquittal Date	Acquittal Requirement	Type	Amended Budget		YTD Budget	YTD Actual Revenue
						Operating	Capital		
						\$	\$	\$	\$
General Purpose Funding									
Grants Commission - General	WALGGC	Untied - General Purpose	NA	NA	Operating	77,726		19,432	20,778
Grants Commission - Roads	WALGGC	Untied - Road	NA	NA	Operating	33,927		8,482	8,456
Education and Welfare									
Home and Community Care Program	State/Commonwealth Dep. Health	Commonwealth Home Support Programme	31-Oct	Financial Declaration Acquittal	Operating - Tied	601,566		150,392	151,123
Community Amenities									
Recycling Grant	Dept. Regional Development	Better Bins Program			Operating - Tied	26,000		26,000	0
Recreation and Culture									
East Fremantle Oval Redevelopment	Town of East Fremantle - Trust	Business Case			Operating - Tied	234,000		0	0
Foreshore Erosion	DBCA				Operating - Tied	84,000		0	0
Transport									
Regional Road Group - Cap	Main Roads	Road Renewal	31-May	Certificate of Completion	Non-operating		180,000	0	0
Direct Grant	Main Roads	Direct Grant	July	GST Free Invoice	Operating	18,000		18,000	0
Federal Government Stimulus Payment	Department of Infrastructure	Local Roads and Community Infrastructure Program			Operating - Tied	84,000		42,000	42,091
Street Lighting Subsidy	Main Roads	Street Lighting Subsidy	September		Operating	4,800		0	0
Integrated Traffic Study	Town of East Fremantle - Trust	Traffic and Parking Management Plan - Whole of District			Operating - Tied	3,000		0	0
Stirling Bridge Verge Maintenance Agreement	Main Roads	Stirling Highway Verge Maint. Agreement	September	GST Inc. Invoice	Operating	8,000		8,000	0
TOTALS						1,175,019	180,000	272,305	222,448
SUMMARY									
Operating		Operating Grants, Subsidies and Contributions				142,453	0		29,235
Operating - Tied		Tied - Operating Grants, Subsidies and Contributions				1,032,566	0		193,214
Non-operating		Non-operating Grants, Subsidies and Contributions				0	180,000		0
TOTALS						1,175,019	180,000	0	222,448

LEGEND	
Income	
	Under Budget by 10% or more (YTD Actual against YTD Budget)
Expenditure	
	Greater than 10% over budget (Total Committed against Current Budget)
	Over Budget by 5% but less than 10%
	Over Budget by less than 5%
	No budget exists against actual - immediate attention required
	FYI - Less than 20% expenditure spent (Total Committed against Current Budget)

Budget Year: 20/21
Data as at: Monday, 5 October 2020

Account #	Job #	Description	Current Budget	YTD Budget	YTD Actual	Order Value	Total Committed	Variance (%)	% of Full Budget
04 - GOVERNANCE									
042 - ADMINISTRATION									
Capital Expenditure									
E04604		Buildings - Town Hall Remedial Works	0	0	0	0	0		
E04606		Furniture and Equipment	60,000	0	20,445	16,515	36,960	-38.40%	62%
Capital Expenditure Total			60,000	0	20,445	16,515	36,960		
08 - WELFARE									
082 - CARE OF FAMILIES & CHILDREN									
Capital Expenditure									
E08601		Buildings - Tricolore Community Centre	0	0	0	0	0		
E08607		Plant and Equip - Replace Mitsubishi Bus HACC	175,000	0	0	0	0	-100.00%	0%
Capital Expenditure Total			175,000	0	0	0	0		
10 - COMMUNITY AMENITIES									
101 - SANITATION-HOUSEHOLD REFUSE									
Capital Expenditure									
E10222		Loan Principal Repayment - SMRC	95,160	23,790	24,882	0	24,882	-73.85%	26%
Capital Expenditure Total			95,160	23,790	24,882	0	24,882		
104 - OTHER COMMUNITY AMENITIES									
Capital Expenditure									
E10628		Sumpton Green Play Equipment	30,000	0	0	0	0	-100.00%	0%
Capital Expenditure Total			30,000	0	0	0	0		
106 - PROTECTION OF THE ENVIRONMENT									
Capital Expenditure									
E10644		Foreshore Erosion Control and Seawalls	8,353	0	0	0	0	-100.00%	0%
Capital Expenditure Total			8,353	0	0	0	0		
11 - RECREATION AND CULTURE									
111 - SWIMMING AREAS/BEACHES									
Capital Expenditure									
E11687		Inf - Swimming Areas - Foreshore Erosion Control	110,000	0	3,136	79,548	82,684	-24.83%	75%
Capital Expenditure Total			110,000	0	3,136	79,548	82,684		
112 - OTHER RECREATION & SPORT									
Capital Expenditure									
E11633		Inf - Cliff Management - Niegerup Track	17,000	0	12,098	4,355	16,453	-3.22%	97%
E11637		Miscellaneous Sports and Recreation Infrastructure	50,000	0	0	0	0	-100.00%	0%
E11695		Inf - Chapman / Preston Point Reserve - Returfing and Irrigation	160,000	0	61,272	84,893	146,165	-8.65%	91%

Budget Year: 20/21
 Data as at: Monday, 5 October 2020

Account #	Job #	Description	Current Budget	YTD Budget	YTD Actual	Order Value	Total Committed	Variance (%)	% of Full Budget
E11708		Richmond Raceway - Security Bars	0	0	0	0	0		
E11713		INF - Parks/ Reserve Sign Replacement	3,500	0	0	3,487	3,487	-0.39%	100%
Capital Expenditure Total			230,500	0	73,370	92,734	166,104		
114 - OTHER CULTURE									
Capital Expenditure									
E11685		Inf-Acquisition of Public Art (Outdoor Sculpture) - CapEx - Other Culture	95,000	0	1,791	8,500	10,291	-89.17%	11%
Capital Expenditure Total			95,000	0	1,791	8,500	10,291		
12 - TRANSPORT									
121 - CONSTR STS ROADS & BRIDGESDEP									
Capital Expenditure									
E12616		Inf. Roads - Marmion Street Median Strip	0	0	0	0	0		
E12648		TRAFFIC MANAGEMENT - MOSS/FLETCHER & MAY/ST PETERS	0	0	163	0	163	No Budget	
Capital Expenditure Total			0	0	163	0	163		
122 - MAINT STREETS ROADS & BRIDGES									
Capital Expenditure									
E12629		Road Resurfacing - Penthurst Street	0	0	0	0	0	No Budget	
E12656		Footpath - Stratford Street	30,000	0	0	0	0	-100.00%	0%
E12688		Footpath-Fortescue St	75,000	0	0	0	0	-100.00%	0%
E12761		Inf - Drainage	104,181	0	7,263	0	7,263	-93.03%	7%
E12784		Inf - Roads - Road Resurfacing - Riverside Road	315,000	189,000	143,727	238,917	382,644	-21.47%	121%
E12793		Infr - Footpath Renewal - Oakover Street	0	0	0	0	0		
Capital Expenditure Total			524,181	189,000	150,990	238,917	389,907		
123 - ROAD PLANT									
Capital Expenditure									
E12702		Plant and Equip - Water Tank Trailer (Tandem 8x5 with brakes)	7,500	0	8,817	0	8,817	17.56%	118%
Capital Expenditure Total			7,500	0	8,817	0	8,817		
124 - PARKING FACILITIES									
Capital Expenditure									
E12737		Inf - Carpark Tricolore Community Centre and Sports Field	0	0	0	0	0		
Capital Expenditure Total			0	0	0	0	0		
14 - OTHER PROPERTY AND SERVICES									
144 - UNCLASSIFIED PROPERTY									
Capital Expenditure									
E14601		Buildings - Renewals and Electrical Services	50,000	0	3,586	0	3,586	-92.83%	7%
Capital Expenditure Total			50,000	0	3,586	0	3,586		
GRAND TOTAL			1,385,694	212,790	287,179	436,214	723,394		



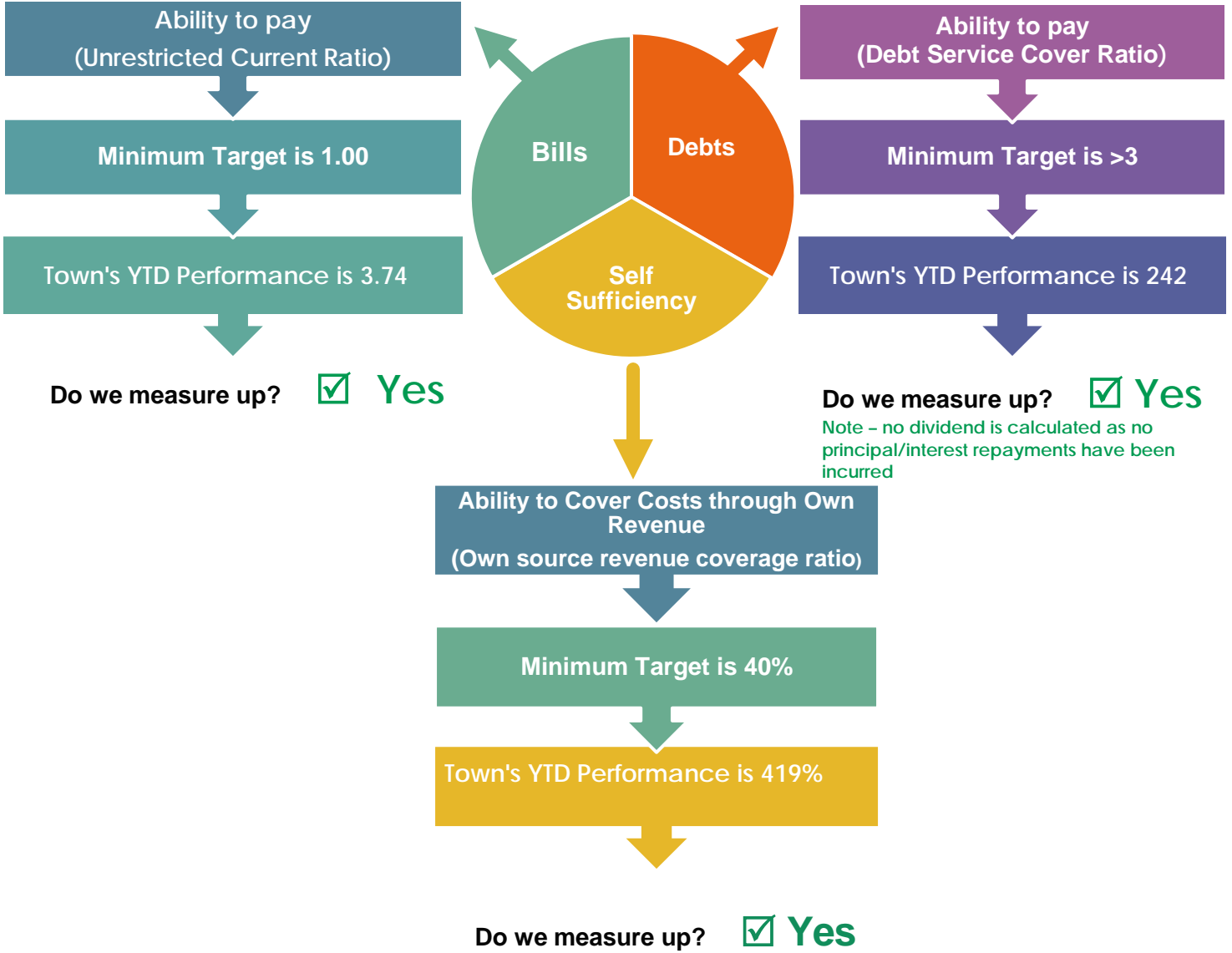
MONTHLY FINANCIAL HEALTH CHECK

As at 30 September 2020

Highlighting how the Town of East Fremantle is tracking against financial ratios



Financial Snapshot (Year to Date)	Actual (000's)
Operating Revenue	\$8,668,078
Operating Expenditure (Including Non-Cash Items)	(\$2,014,166)
Non-Cash Items	\$0
Capital Revenue	\$0
Capital Expenditure	(\$258,711)
Loan Repayments	(\$24,882)
Transfers to/from Reserves	(\$350)
Surplus Brought Forward 1 July 2020	\$211,331
Current Municipal Surplus	\$6,581,300



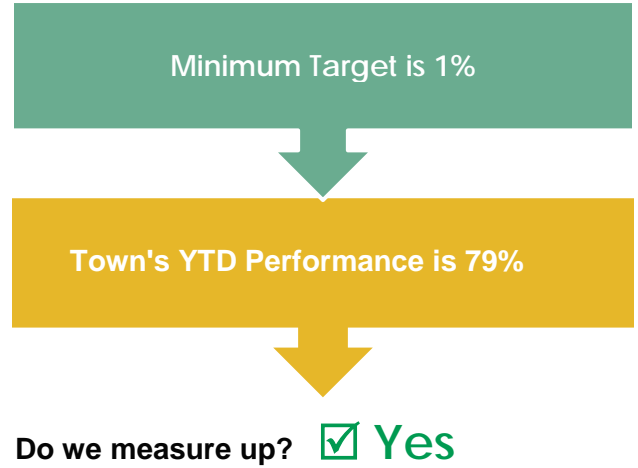
Cash in the bank



▶ How are we tracking against our budgeted targets?

Adjusted Operating Surplus

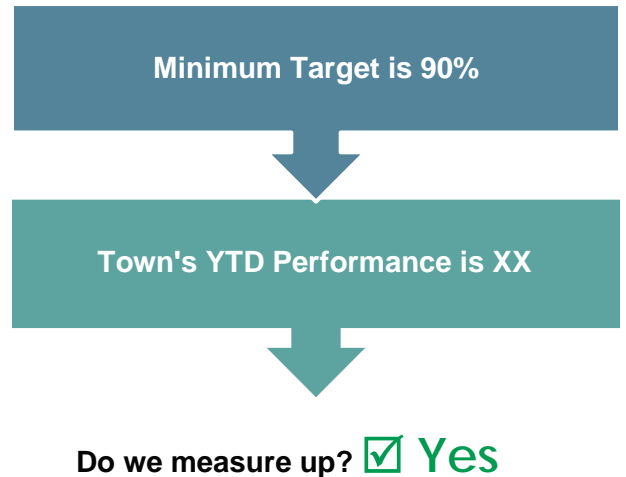
A measure of the Town's ability to cover its operational costs including depreciation and have funds left over to cover capital expenditure (including principal loan repayments) without relying on debt or reserves.



- Adjusted operating surplus and self-sufficient ratios are high in the earlier part of the year due to rates being fully invoiced in July. However, as the year progresses, operating expenditure will continue to draw on this revenue source reducing to target by 30 June 2021.

Asset Sustainability Ratio

Measures if the Town is replacing or renewing existing non-financial assets at the same rate that its overall asset stock is wearing out.



- A reduced Capital Works Program (including renewals) and an increase in depreciation expense as a result of asset revaluations has had a two-fold effect on the asset sustainability ratio resulting in a deterioration.
- No dividend is reported for this ratio as depreciation has not been processed in 20/21.

12.2.2 Accounts for Payment –September 2020

File ref	F/FNS2
Prepared by	John Mondini, Manager, Finance & Administration
Supervised by	Peter Kocian, Executive Manager, Corporate Services
Meeting Date	20 October 2020
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	1. Monthly List of Payments – September 2020

Purpose

That Council, in accordance with regulation 13(1) of the *Local Government (Financial Management) Regulations 1996*, RECEIVES the list of payments made under delegated authority for the month ended 30 September 2020 and recorded in the minutes of the Council.

Executive Summary

Council has an Executive role in receiving the list of payments pursuant to Regulation 13(1) of the *Local Government (Financial Management) Regulations 1996*. It is therefore recommended that Council receives the Lists of Accounts paid for the period 1 September to 30 September 2020, as per the summary table.

Background

The Chief Executive Officer has delegated authority to make payments from the Municipal and Trust Accounts in accordance with budget allocations.

The Town provides payments to suppliers by electronic funds transfer, cheque or credit card. Attached is an itemised list of all payments made under delegated authority during the said period.

The bulk of payments are processed by electronic funds transfer (EFT) with the exception of Water Corporation accounts which are paid by cheque and the occasional reimbursements and refunds.

Consultation

Nil.

Statutory Environment

Regulation 13: *Local Government (Financial Management) Regulations 1996 (as amended)* requires Local Governments to prepare a list of payments made under delegated authority to be prepared and presented to Council on a monthly basis.

Policy Implications

Policy 2.1.3 Purchasing. All supplier payments are approved under delegated authority pursuant to the authorisation limits outlined in Council's purchasing policy.

Financial Implications

Accounts for Payment are sourced from budget allocations.

All amounts quoted in this report are inclusive of GST.

Risk Implications

Risk	Risk Likelihood (based on history & with existing controls)	Risk Impact / Consequence	Risk Rating (Prior to Treatment or Control)	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
That Council does not accept the list of payments	Rare (1)	Moderate (3)	Low (1-4)	COMPLIANCE Minor regulatory or statutory impact	Accept Officer Recommendation

Risk Matrix

Consequence		Insignificant	Minor	Moderate	Major	Extreme	
		1	2	3	4	5	
Likelihood	Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
	Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
	Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
	Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
	Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives; occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating is provided below. Any items with a risk rating over 16 will be added to the Risk Register, and any item with a risk rating over 16 will require a specific risk treatment plan to be developed.

Risk Rating	3
Does this item need to be added to the Town's Risk Register	No
Is a Risk Treatment Plan Required	No

Strategic Implications

The Town of East Fremantle Strategic Community Plan 2017 – 2027 states as follows:

STRATEGIC PRIORITY 5: Leadership and Governance

A proactive, approachable Council which values community consultation, transparency and accountability

5.1 Strengthen organisational accountability and transparency

5.3 Strive for excellence in leadership and governance

Site Inspection

Not applicable.

Comment

Payments for the month of September 2020 include the following significant items:

Payee	Particulars	Amount
Prime Civil	Footpath Works/Drainage Lids	27,867.73
SMRC	Loan Repayment (Quarterly)	27,498.00
SMRC	Waste Services	43,102.77
Statewide Turf Services	RFQ04 2020/21 Preston Point Reserve Resurfacing & Relevelling	31,933.00

12.2.2 OFFICER RECOMMENDATION

That Council, in accordance with regulation 13(1) of the *Local Government (Financial Management) Regulations 1996*, **RECEIVES** the list of payments made under delegated authority for the month ended 30 September 2020 and recorded in the Minutes of the Council.

SEPTEMBER 2020		
Voucher No	Account	Amount
5304-5310	Municipal (Cheques)	\$3,317.16
EFT30147– EFT30260	Municipal (EFT)	\$356,123.81
Payroll	Municipal (EFT)	\$276,222.49
Direct Debits	Municipal (Direct Debit)	\$53,318.31
	Total Payments	\$ 688,981.77

TOWN OF EAST FREMANTLE

List of Accounts paid by the Chief Executive for September 2020 & submitted for the information of the Council Meeting to be held on 20 October 2020

Cheque	Payment Date	Supplier	Description	Inv Amount	Cheque
CHEQUES					
5304	20/08/2020	WATER CORPORATION	WATER USE VARIOUS LOCATIONS	\$ 2,534.41	\$ 2,534.41
5305		CANCELLED	CANCELLED	\$ -	\$ -
5306		CANCELLED	CANCELLED	\$ -	\$ -
5307	11/09/2020	TOEF	ADMIN PETTY CASH RECOUNP 31/08/20	\$ 156.32	\$ 156.32
5308	11/09/2020	WATER CORPORATION	WATER USE VARIOUS LOCATIONS	\$ 65.44	\$ 65.44
5309	17/09/2020	WATER CORPORATION	WATER USAGE GLASSON PARK 01/07/2020-31/08/2020	\$ 368.39	\$ 368.39
5310	17/09/2020	OFFICE OF STATE REVENUE	REFUND OF PENSIONER REBATE, AS ENTITLEMENT CHANGED FROM PENSIONER TO SENIOR	\$ 192.60	\$ 192.60
			CHEQUE TOTAL	\$ 3,317.16	\$ 3,317.16
EFTs		Supplier	Description	Inv Amount	EFT
EFT30147	04/09/2020	MAYOR JIM O'NEILL	SITTING FEE, ICT ALLOWANCE & MAYORAL ALLOWANCE SEPTEMBER	\$ 4,416.68	\$ 4,416.68
EFT30148	04/09/2020	CR. JENNY HARRINGTON	SITTING FEE, ICT ALLOWANCE & DEPUTY MAYORAL ALLOWANCE SEPTEMBER 2020	\$ 2,062.84	\$ 2,062.84
EFT30149	04/09/2020	NUMERO UNO CATERING	CATERING - 18 & 25 AUGUST 2020	\$ 840.00	\$ 840.00
EFT30150	04/09/2020	CR. CLIFF COLLINSON	SITTING FEES & ICT ALLOWANCE SEPTEMBER 2020	\$ 1,542.00	\$ 1,542.00
EFT30151	04/09/2020	CR. DEAN NARDI	SITTING FEES & ICT ALLOWANCE SEPTEMBER 2020	\$ 1,542.00	\$ 1,542.00
EFT30152	04/09/2020	THE TURBAN INDIAN RESTURANT	CATERING 03/08/20	\$ 215.15	\$ 215.15
EFT30153	04/09/2020	CR. MICHAEL MCPHAIL	SITTING FEES & ICT ALLOWANCE SEPTEMBER 2020	\$ 1,542.00	\$ 1,542.00
EFT30154	04/09/2020	CR. TONY WATKINS	SITTING FEES & ICT ALLOWANCE SEPTEMBER 2020	\$ 1,542.00	\$ 1,542.00
EFT30155	04/09/2020	CR. ANDREW MCPHAIL	SITTING FEES & ICT ALLOWANCE SEPTEMBER 2020	\$ 1,542.00	\$ 1,542.00
EFT30156	04/09/2020	CR. TONY NATALE	SITTING FEES & ICT ALLOWANCE SEPTEMBER 2020	\$ 1,542.00	\$ 1,542.00
EFT30157	04/09/2020	FRESH PROVISIONS BICTON	CATERING 27/8/20	\$ 31.99	
			CATERING - 31/8/20	\$ 27.20	\$ 59.19
EFT30158	04/09/2020	CR KERRY DONOVAN	SITTING FEES & ICT ALLOWANCE SEPTEMBER 2020	\$ 1,542.00	\$ 1,542.00
EFT30159	04/09/2020	JAHMAYLE PTY LTD T/AS COLE CORPORATE	PROFESSIONAL DEVELOPMENT TRAINING -ELECTED MEMBERS / SENIOR STAFF 25/08/20	\$ 3,300.00	\$ 3,300.00
EFT30160	04/09/2020	PAATSCH CONSULTING PTY LTD	PROFESSIONAL FEES - FUNDING PROCUREMENT SERVICES EF OVAL - AUGUST 20	\$ 6,177.60	\$ 6,177.60
EFT30161	11/09/2020	APACE AID (INC)	NIERGARUP TRACK - ENVIRONMENTAL MANAGEMENT PLAN & REVEGETATION STRATEGY	\$ 4,950.00	\$ 4,950.00
EFT30162	11/09/2020	CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS SEPTEMBER 20	\$ 216.72	\$ 216.72
EFT30163	11/09/2020	CONSTRUCTION TRAINING FUND	CONSTRUCTION TRAINING FUND COLLECTED AUGUST 20	\$ 2,852.85	\$ 2,852.85
EFT30164	11/09/2020	BUNNINGS BLDG SUPPLIES LTD	PAINT FOR CHSP BOOK LIBRARY	\$ 41.86	\$ 41.86
EFT30165	11/09/2020	BIG W	ACTIVITY RESOURCES FOR CHSP RESPITE CENTRE	\$ 98.65	\$ 98.65
EFT30166	11/09/2020	LO-GO APPOINTMENTS	FINANCE OFFICER (TEMPORATY PLACEMENT) 08/06/2020-12/06/2020	\$ 874.72	
			FINANCE OFFICER (TEMPORATY PLACEMENT) 24/08/2020-28/08/2020	\$ 2,241.47	
			FINANCE OFFICER (TEMPORATY PLACEMENT) 31/08/2020-04/09/2020	\$ 1,968.12	\$ 5,084.31
EFT30167	11/09/2020	BEACON EQUIPMENT	SUPPLY 1 X WACKER NEUSON VPH70 COMPACTOR	\$ 1,950.00	\$ 1,950.00
EFT30168	11/09/2020	WA FIRE PROTECTION	ANNUAL FIRE EQUIPMENT SERVICE CHSP VEHICLES	\$ 159.94	\$ 159.94
EFT30169	11/09/2020	WORK CLOBBER	OPERATIONS STAFF UNIFORMS & PPE VARIOUS	\$ 2,326.21	\$ 2,326.21
EFT30170	11/09/2020	SYNERGY	POWER SUPPLY VARIOUS LOCATION	\$ 12,343.16	\$ 12,343.16
EFT30171	11/09/2020	YOUNGS PLUMBING SERVICE	UNBLOCK PUBLIC TOILET - GLASSON PARK	\$ 151.80	\$ 151.80
EFT30172	11/09/2020	STEANN PTY LTD	GREENWASTE REMOVAL FROM BUND - AUGUST 2020 - TRANSPORTED TO SMRC	\$ 2,112.00	\$ 2,112.00
EFT30173	11/09/2020	SOUTHERN METROPOLITAN REGIONAL COUNCIL	MRF GATE FEES MAY 20 - FOGO RECYCLABLES	\$ 11,109.70	\$ 11,109.70
EFT30174	11/09/2020	DEPT OF MINES, INDUSTRY REGULATION & SAFETY	BSL COLLECTED AUGUST 20	\$ 3,924.09	\$ 3,924.09
EFT30175	11/09/2020	WESTERN AUSTRALIA LOCAL GOVERNMENT ASSOCIATION (WALGA)	CREDIT - CANCELLED COURSE SERVING ON COUNCIL I3081370	-\$ 900.00	
			CREDIT FOR INVOICE I3075020 CANCELLED COURSE PROCUREMENT AND CONTRACT MANAGEMENT FUNDAMENTALS	-\$ 677.00	
			DOCUMENT UPLOAD - TRANSFER COUNCIL MEETING DOCUMENTS TO COUNCIL MEETINGS MODULE ON WEBSITE BY MARKET CREATIONS	\$ 660.00	
			ADDITIONAL DEVELOPMENT/ WEBSITE SUPPORT HOURS FROM MARKET CREATIONS	\$ 1,605.00	\$ 688.00
EFT30176	11/09/2020	KENNARDS HIRE	EQUIPMENT HIRE - CONCRETE GRINDER/EDGER HIRE	\$ 589.00	\$ 589.00
EFT30177	11/09/2020	SATELLITE SECURITY SERVICES	GPRS MONITORING - DOVENBY HOUSE, TOWN HALL , DEPOT, OLD POLICE STATION , RANGERS OFFICE - 1 SEPTEMBER 2020 TO 31 APRIL 2021	\$ 1,084.07	\$ 1,084.07
EFT30178	11/09/2020	WOOLWORTHS SUPERMARKETS	RESPITE CENTRE GROCERIES 24/8/2020	\$ 175.82	
			RESPITE CENTRE GROCERIES 28/8/2020	\$ 174.68	
			RESPITE CENTRE GROCERIES 2/9/2020	\$ 115.22	
			RESPITE CENTRE GROCERIES 7/9/2020	\$ 147.23	\$ 612.95
EFT30179	11/09/2020	RAC BUSINESSWISE	VEHICLE TOW ON 07/08/2020	\$ 49.00	\$ 49.00
EFT30180	11/09/2020	HYDRO JET	GRAFFITI REMOVAL - CANNING HIGHWAY VARIOUS & ST PETERS UNDERPASS	\$ 907.50	\$ 907.50
EFT30181	11/09/2020	KONICA MINOLTA BUSINESS SOLUTIONS	KONICA MINOLTA PHOTOCOPIER TRICOLORE CENTRE 01/08/2020 - 31/08/2020	\$ 12.14	\$ 12.14
EFT30182	11/09/2020	CARINYA OF BICTON	MEALS FOR RESPITE CENTRE FOR JUNE AND JULY 2020	\$ 4,235.00	
			RESPITE CENTRE MEALS FOR AUGUST 2020	\$ 3,061.74	\$ 7,296.74
EFT30183	11/09/2020	SUNNY SIGN COMPANY PTY LTD	PARKING SIGNAGE - VARIOUS X 176 SIGNS	\$ 1,269.40	
			SIGNAGE - EXIT ONLY, NO EXIT & REPLACEMENT STREET NAME SIGN	\$ 284.90	\$ 1,554.30
EFT30184	11/09/2020	FOODWORKS EAST FREMANTLE	WORKS, ADMIN, MEETING, CONSUMABLES AUGUST 20	\$ 325.06	\$ 325.06
EFT30185	11/09/2020	LOCAL GOVERNMENT PLANNERS ASSOCIATION	2 STAFF PLACES AT LGPA EVENT 20.8.20	\$ 170.00	\$ 170.00
EFT30186	11/09/2020	CASCADA	SUPPLY OF TWO RAISED GRATE LIDS 1350X1350	\$ 968.00	\$ 968.00
EFT30187	11/09/2020	PRIME CIVIL PTY LTD	FOOTPATH RETAINING WALL - RIVERSIDE ROAD	\$ 9,735.00	
			FOOTPATH RETAINING WALL - PIER STREET	\$ 15,752.00	
			REPLACE 2 X DRAINAGE LIDS IN ALDGATE PLACE	\$ 2,380.73	\$ 27,867.73
EFT30188	11/09/2020	MICHAEL VAUGHAN	FOOTPATH REPAIRS - GEORGE STREET PAVING	\$ 350.00	\$ 350.00
EFT30189	11/09/2020	SNAP PRINTING	PRINT DL FLYER SPECIAL DROP OFFS AT THE TOWN HALL	\$ 149.85	\$ 149.85

REPORT 12.2.2

ATTACHMENT 1

EFT30190	11/09/2020	SUEZ RECYCLING & RECOVERY PTY LTD	WASTE DISPOSAL - EAST FREMANTLE FESTIVAL 2019	\$ 220.00	\$ 220.00
EFT30191	11/09/2020	LINXIO (READY TRACK PTY LTD)	GPS VEHICLE TRACKING - AUGUST 2020	\$ 193.60	\$ 193.60
EFT30192	11/09/2020	FRESH PROVISIONS BICTON	CATERING - 7/9/20	\$ 35.26	\$ 35.26
EFT30193	11/09/2020	SOUL GAZING PHOTOGRAPHY	1.5 HOURS PHOTOGRAPHY INCLUDING POST PROCESSING 1 AUGUST 10AM - 11.30AM TROTTING BOOTH UNVEILING	\$ 321.75	\$ 321.75
EFT30194	11/09/2020	C'EST BIEN THAI	CATERING 01/09/2020	\$ 205.70	\$ 205.70
EFT30195	11/09/2020	SOUTHERN BINS	BULK BIN HIRE - WAUHOP ROAD - AUGUST 2020	\$ 1,140.00	\$ 1,140.00
EFT30196	11/09/2020	M2M ONE PTY LTD	TOWN HALL LIFT EMERGENCY SIM CARD SEPTEMBER 2020	\$ 13.20	\$ 13.20
EFT30197	11/09/2020	M AND J WEBSTER	RATES REFUND	\$ 1,200.84	\$ 1,200.84
EFT30198	11/09/2020	R HARDWOOD	REFUND OVERPAYMENT OF PARKING FEES - LEEUWIN LAUNCHING RAMP	\$ 96.00	\$ 96.00
EFT30199	11/09/2020	A MATSON	REFUND OVERPAYMENT OF PARKING FEES - LEEUWIN LAUNCHING RAMP	\$ 16.00	\$ 16.00
EFT30200	18/09/2020	BUNNINGS BLDG SUPPLIES LTD	BLADE FOR QUICK CUT, PAINT FOR GRAFFITI REMOVAL	\$ 648.23	
			PURCHASE VARIOUS PLANTS	\$ 93.90	
			VARIOUS PAINT & CEMENT	\$ 175.22	
			EQUIPMENT FOR TRICOLORE CENTRE	\$ 30.88	
			RESPIRE CENTRE ACTIVITIES 14/9/2020	\$ 126.34	\$ 1,074.57
EFT30201	18/09/2020	BOC LIMITED	DEPOT OXYGEN, ACETYLENE & ARGOSHIELD 27/02/2020 - 28/03/2020	\$ 48.58	
			OXYGEN ACETYLENE AND ARGOSHIELD 28/04/2020-28/05/2020	\$ 48.58	
			CONTAINER SERVICE - AUGUST 2020	\$ 48.58	\$ 145.74
EFT30202	18/09/2020	CITY OF COCKBURN	TIP FEES - AUGUST 2020	\$ 3,965.00	\$ 3,965.00
EFT30203	18/09/2020	FREMANTLE HERALD	INVITING FEEDBACK ON DISABILITY ACCESS & INCLUSION PLAN REVIEW	\$ 189.83	
			INVITING FEEDBACK ON SUSTAINABLE EVENTS POLICY 29 AUGUST 2020	\$ 189.83	\$ 379.66
EFT30204	18/09/2020	MCLEODS	RATES DEBT RECOVERY COSTS	\$ 3,069.35	
			RATES DEBT RECOVERY COSTS	\$ 552.55	
			RATES DEBT RECOVERY COSTS	\$ 1,198.65	
			RATES DEBT RECOVERY COSTS	\$ 2,016.14	\$ 6,836.69
EFT30205	18/09/2020	OPTUS ADMINISTRATION PTY LTD	MOBILE PHONE 22/06/2020-21/07/2020	\$ 686.20	
			MOBILE PHONE USE 22/07/2020 - 21/08/2020	\$ 644.57	\$ 1,330.77
EFT30206	18/09/2020	SHERIDANS FOR BADGES	2 X LASER ETCHED (TEXT AND LOGO) STAINLESS STEEL PLAQUES 300MM X 300MM WITH A CLEAR CRYSTAL COAT	\$ 900.15	
			REPLACEMENT METAL PLAQUE (300X300) WITH CLEAR CRYSTAL COATING AND 4 HOLES / SCREWS FOR MARJORIE GREEN TROTTING BOOTH	\$ 437.98	\$ 1,338.13
EFT30207	18/09/2020	PERTH AUTO ALLIANCE TRADING AS TITAN FORD	WHEEL ALIGNMENT, ROTATE AND BALANCE TYRES ON FORD RANGER	\$ 125.00	\$ 125.00
EFT30208	18/09/2020	WORK CLOBBER	PPE - STEEL CAPPED BOOTS	\$ 157.50	\$ 157.50
EFT30209	18/09/2020	SYNERGY	POWER SUPPLY STREET LIGHTS 25/07/2020-24/08/2020	\$ 10,381.92	\$ 10,381.92
EFT30210	18/09/2020	YOUNGS PLUMBING SERVICE P/L	CAMP WALLER SCOUTS - REMOVE ROOTS FROM SEPTIC LINE	\$ 206.80	
			FEMALE TOILETS - REMOVE BLOCKAGE & CLEAR DRAINS	\$ 320.65	
			LEE PARK - INSPECT BROKEN DRINKING FOUNTAIN	\$ 151.80	\$ 679.25
EFT30211	18/09/2020	SMRC LOAN REPAYMENT	RRRC LOAN PAYMENT FOR QUARTER SEPTEMBER 2020	\$ 27,498.00	\$ 27,498.00
EFT30212	18/09/2020	TOTAL PACKAGING (WA) PTY LTD	15 CARTONS (60 BOXES) BIODEGRABLE CANINE EXCRETA DISPOSAL BAGS	\$ 3,775.20	\$ 3,775.20
EFT30213	18/09/2020	KOOL LINE ELECTRICAL & REFRIGERATION	REMOVAL OF DECOMMISSIONED ELECTRICAL POLE - J DOLAN	\$ 450.00	\$ 450.00
EFT30214	18/09/2020	SOUTHERN METROPOLITAN REGIONAL COUNCIL	GREEN WASTE GATE FEES AUGUST 2020	\$ 2,056.71	
			MRF GATE FEES AUGUST 2020	\$ 9,914.47	
			GENERAL WASTE DISPOSAL FEES AUGUST 2020	\$ 12,560.02	
			FOGO GATE FEES AUGUST 2020	\$ 18,571.57	\$ 43,102.77
EFT30215	18/09/2020	CARDNO (WA) PTY LTD	PROFESSIONAL FEE - INTEGRATED TRAFFIC MOVEMENT PE 28/08/2020	\$ 2,200.00	\$ 2,200.00
EFT30216	18/09/2020	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA	20/21 MEMBERSHIP GARY TUFFIN LOCAL GOVERNMENT PROFESSIONAL	\$ 531.00	\$ 531.00
EFT30217	18/09/2020	WESTERN AUSTRALIA LOCAL GOVERNMENT ASSOCIATION (WALGA)	5 X STAFF ATTENDANCE AT LOCAL GOVERNMENT FORUM ON INFORMATION SYSTEMS	\$ 200.00	\$ 200.00
EFT30218	18/09/2020	WATERLOGIC AUSTRALIA PTY LTD	DEPOT DRINKING WATER RENTAL AND EQUIPMENT 01/09/2020-30/11/2020	\$ 179.52	\$ 179.52
EFT30219	18/09/2020	KENNARDS HIRE	STUMP GRINDER HIRE	\$ 223.00	\$ 223.00
EFT30220	18/09/2020	SATELLITE SECURITY SERVICES	TOWN HALL SECURITY SYSTEM UPGRADE	\$ 3,174.60	\$ 3,174.60
EFT30221	18/09/2020	PETRA CLEAN	CLEANING SERVICES TOWN HALL, SUMPTON GREEN, DEPOT, TRICOLORE, GLASSON PARK TOILETS & CONSUMABLES ALL SITES, AUGUST 2020	\$ 9,037.88	\$ 9,037.88
EFT30222	18/09/2020	NUMERO UNO CATERING	CATERING 15/09/2020	\$ 448.00	\$ 448.00
EFT30223	18/09/2020	WOOLWORTHS SUPERMARKETS	GROCERIES FOR CHSP CLIENT TO REIMBURSE BY DIRECT DEBIT	\$ 44.44	\$ 44.44
EFT30224	18/09/2020	DAVID GRAY & CO. PTY LTD	30X FULL SETS - 240L GENERAL WASTE BINS WITH RED LIDS & ADDITIONAL SPARE RED LIDS	\$ 2,111.67	
			REPLACEMENT BIN PINS X200	\$ 154.00	\$ 2,265.67
EFT30225	18/09/2020	HYDRO JET	GRAFFITI REMOVAL - PUMP STATION & VARIOUS LOCATIONS	\$ 1,358.50	\$ 1,358.50
EFT30226	18/09/2020	KONICA MINOLTA BUSINESS SOLUTIONS	KONICA MINOLTA BIZHUB C658 PHOTOCOPY CHARGES - PLANNING 13/08/2020-12/09/2020	\$ 468.82	\$ 468.82
EFT30227	18/09/2020	SUNNY SIGN COMPANY PTY LTD	SIGNAGE - NO STANDING MEDIAN STRIP	\$ 348.70	\$ 348.70
EFT30228	18/09/2020	MP ROGERS & ASSOCIATES P/L	JOHN TONKIN FORESHORE STABILISATION PROJECT - KICK OFF MEETING WITH TOWN AND CONTRACTOR, REVIEW MANANAGEMENT PLANS	\$ 1,860.10	\$ 1,860.10
EFT30229	18/09/2020	FOCUS NETWORKS	ADDITIONAL TIME CHARGES FOR TICKET TIME IN EXCESS OF 1 HOUR AUGUST 2020	\$ 1,062.38	
			MANAGED PROACTIVE SERVICE - MONTHLY COMPUTER SERVICES	\$ 4,052.40	
			MONTHLY CHARGES FOR MICROSOFT OFFICE 365, VISIO, EMAIL PROTECTION, ANTI VIRUS, MANAGED RECOVERY SERVICE AND DUO MULTI-FACTOR AUTHENTICATION LICENCE AUGUST 2020	\$ 3,787.25	\$ 8,902.03
EFT30230	18/09/2020	PLANNING INSTITUTE OF AUSTRALIA LIMITED	PIA NETWORKING LUNCH 22 SEPTEMBER 2020	\$ 22.00	\$ 22.00
EFT30231	18/09/2020	GGJ CONSULTANTS	CONSULTANCY FOR REVIEW AND REVISION OF POLICIES AND PROCEDURES FOR CHSP INCLUDING ANNUAL SUPPORT SUBSCRIPTION.	\$ 5,060.00	\$ 5,060.00
EFT30232	18/09/2020	ENVIRO SWEEP	STREET SWEEPING AUGUST 2020	\$ 4,158.00	\$ 4,158.00
EFT30233	18/09/2020	BARBARA STEPHENSON	RESPIRE CENTRE ENTERTAINMENT 25/9/2020	\$ 125.00	\$ 125.00
EFT30234	18/09/2020	PRIME CIVIL PTY LTD	REPAIRS TO LEFT BANK - ROAD ACCESS	\$ 4,342.80	\$ 4,342.80
EFT30235	18/09/2020	LANDGATE	SCHEDULE OF GROSS RENTAL MONTHLY INTERIM VALUES	\$ 101.67	\$ 101.67
EFT30236	18/09/2020	MICHAEL VAUGHAN	FOOTPATH PAVING REPAIRS - GEORGE & HUBBLE STREETS	\$ 945.00	\$ 945.00

12.3 GOVERNANCE

12.3.1 Sustainable Event Policy

File ref	H/CCAP
Prepared by	Connor Warn Waste and Sustainability Officer
Supervised by	Andrew Malone Executive Manager Regulatory Services
Meeting Date:	20 October 2020
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	1. Sustainable Event Policy – amended with public comments

Purpose

The purpose of this report is to present an amended Sustainable Event Policy for Council's consideration and adoption.

Executive Summary

Town staff have developed the Sustainable Event Policy to work in association with the Trading in Public Places Policy (recently advertised and adopted by Council), to assist the Town in limiting the amount of waste going to landfill. At the Council Meeting on 18 August 2020 Council formally considered the draft Sustainable Event Policy and resolved to advertise the policy for public comment for a period of 28 days. An updated policy, incorporating public feedback received, is now presented to Council for endorsement.

Background

Since the rollout of the Food Organics, Garden Organics (FOGO) waste service, the Town has strived to reduce unnecessary waste at corporate and community events by incorporating the FOGO waste practice and using material that is either reusable or compostable. The Sustainable Event Policy has been drafted to provide the Town, community and third parties a guide to the Town's sustainability requirements when trading in the Town.

Consultation

The draft Policy was advertised in the local paper on 29 August 2020 with a closing date for submissions of 28 September 2020.

Four submissions were received from the community in relation to the policy which have been incorporated in the final policy attached.

Statutory Environment

WARR Act 2007

Policy Implications

This policy applies to:

- all events coordinated by the Town, or contractors who are employed by the Town to coordinate an event ('Town Events').
- all events produced by a third party but subject to formal approval of the Town including events held on land under the Town's care and control, and events supported by Town grants (Approved Events).
- all events that include any form of actions or business which apply to the Trading in Public Places Policy.

Financial Implications

Nil

Risk Implications

No significant risk identified.

Strategic Implications

Strategic Priority 1: Social

1.2 Inviting open spaces, meeting places and recreational facilities.

1.3 Strong community connection within a safe and vibrant lifestyle.

Strategic Priority 4: Natural Environment

4.1 Conserve, maintain and enhance the Town's open spaces.

4.1.2 Plan for improved streetscapes parks and reserves

4.2 Enhance environmental values and sustainable natural resource use.

4.2.1 Reduce waste through sustainable waste management practices.

Site Inspection

Nil

Comment

The four public submissions consisted of:

- Exclusion and restriction of Glitter
 - Glitter is a huge microplastic problem and inevitably ends up in our waterways and food chains.
- Inclusion of Containers for Change program
 - As an option when reusable options are unavailable, incorporation of Containers for Change to ensure containers are recovered.
- Bin signage and inclusion of recommendation to have bin monitors
 - To encourage increased separation with a reduction in contamination it is recommended
- Post event cleanups
 - To ensure no waste from any event ends finds its way into the environment.

The policy has been updated incorporating public feedback received as outlined above. The revised policy is now presented to Council for final endorsement.

12.3.1 OFFICER RECOMMENDATION

That Council adopt the Sustainable Event Policy, as amended.

6.1.3 Sustainable Event Policy

Type:	Community - Activities
Legislation:	
Delegation:	
Other Related Document:	Trading in Public Places Policy, Waste Plan (in draft)

Objective

The Town of East Fremantle is committed to environmental and sustainable practises that limit negative impacts to the environment. Since the rollout of the Food Organics, Garden Organics (FOGO) waste service, the Town has strived to reduce unnecessary waste at corporate and community events by incorporating FOGO waste practice and using material that is either reusable or compostable. The Sustainable Events Policy is to provide the Town, community and third parties a guide to the requirements when trading in the Town.

Policy

This policy applies to:

- all events coordinated by the Town, or contractors who are employed by the Town to coordinate an event ('Town Events').
- all events produced by a third party but subject to formal approval by the Town including events held on land under the Town's care and control, and events supported by Town grants (Approved Events).
- all events that include any form of actions or business which apply to the Trading in Public Places Policy.

1. Town Events

- i. Events organised by the Town or contractors employed by the Town to produce an event are to:
 - a. provide clearly labelled and attended Recycling, FOGO and General Waste Bins with signage indicating correct waste disposal for each waste stream with bin monitors to reduce contamination.
 - b. exclude:
 - provision, sale, distribution or use of balloons, confetti and glitter as part of the event;
 - use of polystyrene and Styrofoam in the sale and distribution of food or beverages at the event; and
 - provision, sale or distribution of single-use plastics at the event. This includes straws, cutlery, cups, coffee cups, bottles (including individual single-use water bottles), plates, containers and bags.
- ii. provide an easily accessible alternative to bottled water which enables patrons to refill empty drink bottles with drinking water free of cost.
- iii. restrict promotional material, decorations and supplies to those which can be reused and/or recycled.

- iv. minimise the use of printed promotional material for example posters, flyers, business cards and newspaper inserts by maximising the use of social media platforms and local publications for the distribution and dissemination of promotional material.
- v. incorporate:
 - a. promotion of walking, cycling and public transport options.
 - b. provision of adequate bike parking for all large scale events.
 - c. Provision of reusable alternatives for single use items including cups, plates and cutlery.
 - d. Preference of local suppliers and services.
 - e. Provision of post event clean-up.

2. Approved events

- i. Events produced by a third party but subject to the formal approval of the Town or events where approval is required under the provisions of Trading in Public Places Policy are to:
 - a. exclude:
 - provision, distribution and use of balloons, confetti and glitter as part of an event
 - use of polystyrene and Styrofoam in the sale in the sale or distribution of food and beverages.
 - provision, sale or distribution of plastic straws at the event. This does not include paper or cardboard straws.
 - provision, sale or distribution of single use plastic water bottles.
 - b. minimise the use of printed promotional material and instead use social media platforms for the distribution and dissemination of information and promotional material.
- ii. Events approved by the Town but produced by a third party are encouraged to:
 - a. exclude provision, sale or distribution of single-use plastics at the event. This includes: cutlery, cups, coffee cups, bottles, plates, containers, bags, cling wrap, straws and bottled water. This does not include compostable packaging made from organic material e.g. paper, cardboard, sugar cane and cornstarch.
 - b. restrict promotional material, decorations and supplies to those which can be reused, recycled, contain recycled content and/or be certified carbon offset.
- iii. In addition, all large scale events where five (5) or more businesses are present are to:
 - a. provide clearly labelled FOGO, Recycling and General Waste bins.
 - b. incorporate:
 - promotion of walking, cycling and public transport options.
 - provision of adequate bike parking.
 - Preference of local suppliers and services.
 - Provision of post event clean-up.
 - c. where practical and available, provide an easily accessible alternative to bottled water which enables patrons to refill empty drink bottles with drinking water free of cost and/or the incorporation of Containers for Change Bins when alternatives are unavailable.

Small scale events where there are less than five trading businesses are encouraged to adhere to these requirements also.
- iv. Variations

Variations to this policy may be sought for valid health and safety reasons or where there

is no other practical alternative available.

Implementation and Enforcement of this Policy

Implementation of the policy will be staged over a 2 year roll out period. Vendors and businesses will be provided the Town’s requirements for events prior to approval being granted and then will be requested to provide information to confirm compliance with those requirements.

Compliance with the policy will be pursued through proactive communication, education and support rather than through formal monitoring and enforcement. However where there is blatant disregard for this Policy, third party providers of events and other such trading businesses will not be authorised or approved to operate at future events as described under this policy or where approval is required under the Trading in Public Places Policy, until such time as it can be appropriately demonstrated there is compliance with this Policy.

Responsible Directorate:	Regulatory Services
Reviewing Officer:	Executive Manager Regulatory Services
Decision making Authority:	Council
Policy Adopted:	
Policy Amended/Reviewed:	

12.3.2 Waterwise Verge Policy

File ref	H/CCAP
Prepared by	Connor Warn Waste and Sustainability Officer
Supervised by	Andrew Malone Executive Manager Regulatory Services
Meeting Date:	20 October 2020
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	1. Draft Waterwise Verge Policy

Purpose

The purpose of this report is to present Council with the proposed Waterwise Verge Policy for Council's consideration and adoption.

Executive Summary

Town staff have developed the Waterwise Verge Policy in line with the Water Corporation's Waterwise Verge Best Practice Guidelines. The Waterwise Verge Policy gives residents information and direction relating to the installation of soft landscaping in the verge area.

This policy applies to any residential, commercial or Town property that wishes to alter an aspect of the Council verge. This policy provides a list of acceptable materials pursuant to the Public Places and Local Government Property Local Law 2016 (Local Law) and provides guidance on how to modify and landscape the street verge.

Background

In May 2020 the Town of East Fremantle was recognised as a Waterwise Council. As part of the Waterwise Council Program, local governments can be endorsed as a Waterwise Gold Council. To apply for Gold Waterwise the Town must demonstrate significant contribution towards development of waterwise communities and best practice water management. The construction of a Waterwise Verge Policy is a required action under the waterwise Council program and will ensure the Town is able to reach gold accreditation for 2021. This Policy has been drafted to provide the East Fremantle community and Town employees with a guide to enact sustainable and waterwise actions in the Town and at home.

Consultation

Consultation was undertaken with other local governments, the Water Corporation, Department of Water and Regulation and internal Town staff.

Should Council agree to advertise this Policy, it will be advertised for 28 days to allow for community input.

Statutory Environment

Nil

Policy Implications

If adopted, this Policy will guide residents wishing to apply to landscape their verge.

Financial Implications

Nil

Risk Implications

No significant risk identified.

Strategic Implications

Strategic Priority 4: Natural Environment

4.2 Enhance environmental values and sustainable natural resource use.

Site Inspection

Nil

Comment

A Waterwise Verge Policy is recommended for a number of reasons:

1. To provide guidance to residents when installing soft landscaping on the verge area
2. To provide clarity to staff reviewing applications for new verge landscaping
3. To respond to community expectations regarding sustainability and environmental consciousness
4. To align with the Town's agreement to the Water Corporation

It is recommended that Council accept the Waterwise Verge Policy subject to being advertised for 28 days for community comment.

12.3.2 OFFICER RECOMMENDATION

That Council

- 1. advertising of the draft Waterwise Verge Policy for 28 days.**
- 2. adopt the Waterwise Verge Policy, should no public submissions be received.**

4.2.3 Waterwise Verge

Type:	Operations – Parks & Reserves
Legislation:	Public Places and Local Government Property Local Law 2016
Delegation:	
Other Related Document:	Maintenance and Removal of Public and Verge Trees Policy

Objective

To encourage the installation of soft landscaping that contributes to the aesthetic presentation of the streetscape, utilises native and low water demand plants and minimises the use of impervious surfaces. Verge treatments are vital in assisting urban cooling whilst creating liveable, waterwise and green areas that provide habitat for local wildlife and biodiversity.

Policy Scope

This policy applies to any residential, commercial or Town property that wishes to alter an aspect of the Council verge. This policy provides a list of acceptable materials pursuant to the Town of East Fremantle Public Places and Local Government Property Local Law 2016 and provides guidance on how to modify and landscape the street verge.

Policy

The Town of East Fremantle (the “Town”) is committed to further greening of the landscape by the transformation of streetscapes and verges. The Town encourages residents to landscape and maintain verge gardens to provide a variety of environmental, health and climatic benefits to the wider community. Well designed and well managed verges can assist with a variety of areas including reduced water use, greener streets, improved air quality and a reduction in urban heating.

This policy is constructed in line with the Water Corporation’s Waterwise Verge Best Practice Guidelines.

The Town strongly encourages the use of waterwise plants, specifically native species, for planting on verges due to their ability to survive hot dry summers with little to no supplementary water. Native plants are made available to residents of the Town at the annual plant sale at Apace Nursery in North Fremantle each May. For a list of waterwise plant species, visit Water Corporation’s [Waterwise Plant Selection Tool](#).

Plant species selected for the verge should not be prickly, have spines, be poisonous or cause allergic reactions. Shrubs and low-lying plants should be utilised only. No fruiting trees or plants are permissible in the verge area. All plants should be maintained to a height below 0.6m to ensure clear lines of sight for pedestrians, cyclists and motorists are provided at all times.

Turfing of verges is permitted however in the interests of saving our water resources and reducing fertiliser run-off, alternative options are encouraged. Should turfing be required, it is recommended that a hardy low maintenance turf developed for Australian conditions be laid. **Please note, that the installation of synthetic turf on verges is not an approved treatment in the Town.**

A coarse variety of mulch should be applied to verge gardens at 5-10cm thick to help reduce plant stress, suppress weed growth and reduce water loss through evaporation. Mulch should sit just below

adjoining kerbs and footpaths as to not cause a hazard to pedestrians and to prevent mulch entering local stormwater systems.

1. Approvals and Controls

Requirements will include:

- A detailed, scale plan of the proposed verge design (preferably at 1:100) which identifies any existing features (i.e. street tree and powerlines), plant species, plant density, any surface treatments as well as any installation of irrigation etc.
- A written confirmation from all strata owners/managers approving the verge works to be completed (if applicable).

2. Underground Services

Prior to commencing any work on the verge, it is advised to contact '[Dial Before You Dig](#)' to determine any services, including Telstra, Water Corporation, Western Power and Alinta Gas that may be located within the verge and to ensure that the depth of the services is sufficient to carry out the proposed works safely.

Any works carried out on the verge by the resident, which results in damage or disruption to the services will need to be reinstated at the resident's full cost.

3. Site Preparation

Residents and contractors are obliged to contact 'Dial-Before-You-Dig' to confirm the location of any underground services prior to all works being carried out. A free enquiry can be submitted online at <https://www.1100.com.au/> or call 1100 during business hours.

The removal of lawn grass is crucial to the success of a waterwise verge garden to prevent competition with new plantings. Whilst some perennial grasses such as buffalo and kikuyu can be removed manually, couch grass typically needs to be killed by spraying with an appropriate herbicide. Please note that glyphosate (commonly known as Roundup) is not permitted to be used on any Town verge. When using permissible herbicides, utilise a licensed contractor, alternatively refer to the directions on the pack.

4. Soil Preparation

Depending on the soil on your verge, it may be beneficial to improve the soil prior to planting. This is not essential but good soil is the foundation of a healthy waterwise garden, and the healthier your soil is, the more drought resistant your plants will be. Most native waterwise plant species don't require soil conditioners but applying a soil wetting agent can assist with establishment. The soil structure in the Town of East Fremantle is Sandy Limestone – Cottesloe sand plain.

5. Design Considerations

In addition to verge gardens and lawn, there are a number of permissible landscaping features that may be installed within the verge. The installation of these features must be set back and provide clear access to any infrastructure such as power poles and underground services. The installation must also maintain safe access for pedestrians and cyclists and must be set back from footpaths, kerbs and vehicular crossings in accordance with this policy so as to not obscure or intrude into sightlines and maintain safe access for pedestrians and cyclists.

Accepted Verge Treatments	Not Accepted Verge Treatments
<ul style="list-style-type: none"> • Low lying vegetation below 0.6m (native and waterwise species preferred) • Drought tolerant lawn varieties • Verge trees installed by the Town of East Fremantle. • Mulch 	<ul style="list-style-type: none"> • Hazardous, spiky, invasive or poisonous vegetation • Artificial or synthetic grass • Limestone rubble, gravel or any similar loose aggregates • Paving, Concrete or other similar hardstand materials • Fences or walls • Fountains and ornaments • Stakes and star pickets

6. Design Consideration Guidelines

The Town encourages residents to install soft landscape treatments such as waterwise plants and mulch when installing and/or incorporating landscaping features on the verge. The below guidelines are required when undertaking works on the verge area.

1. Any landscaping feature installed on the verge must not obstruct clear lines of sight for any pedestrians, cyclists or motorists;
2. Residents may incorporate a number of permissible verge landscaping features provided the specific guidelines for each feature are adhered to;
3. Residents must keep to general level and grade of the verge and keep consistent with neighbouring verges;
4. Residents must ensure landscaping features are checked regularly and well maintained so that they meet and continue to meet the verge landscaping feature guidelines;
5. If a verge landscaping feature is considered by the Town to pose a safety concern or does not meet the guidelines, the Town may require the resident to remove or revise part or all of the feature to comply with this policy and guidelines;
6. For verges without a footpath, plants should be set back at least 1.5m from the road kerb to allow for pedestrian movement and access to and from vehicles that are parked on the road. Footpaths and kerbing are not to be removed or replaced to accommodate landscaping.

7. Irrigation and Reticulation guidelines

The Town encourages residents to install waterwise vegetation that conserves water and removes the need for permanent forms of reticulation. When watering is required it would be recommended that a sub-surface drip irrigation system be installed to reduce water use and reduce risk to pedestrians while being better suited to the exposed conditions typical on a verge. Conditions required for the installation of irrigation in the Town Verge are listed below.

1. Provide, to the Town of East Fremantle, a diagrammatic sketch indicating location of proposed reticulation.
2. Any water pipes laid must be laid at a depth of not more than 30cm nor less than 15cm, and so that any fitting connected to them does not project above the surface of the verge.
3. Where connected to a private water supply, where passing under road pavement, footpaths or crossings the water pipes shall be of galvanised wrought iron, copper or PVC and have approved valves, be located within the property where they are connected to the supply and fitted so as to give control of the flow of water from the supply.
4. Prior to any excavation taking place all public utility services are to be located to prevent any damage during excavation (dial before you dig 1100).

5. All irrigation spray is to be maintained and contained within the verge area and not be allowed to overspray onto footpaths and roadways.
6. Applicant to remain responsible for maintenance and operation and related costs of reticulation.
7. The Town may at any time, by notice in writing to the owner or occupier of land that abuts upon that part of a street wherein the owner has had water piping or fittings installed require that owner or occupier to remove such water piping or fittings and may, where the owner or occupier does not comply with the notice, remove the piping or fittings at the expense of the owner or occupier, and any expense incurred by the Town pursuant to this by-law may be recovered in any court of competent jurisdiction.
8. Where the Town or any other authority authorised by law to dig up a street for the purpose of carrying out authorised works is of the opinion that the carrying out of those works may be impeded by the existence of piping, under a lawn or garden in a street, it may give notice to the owner or occupier of the land abutting on the lawn or garden to remove the piping, until the completion of the works; and may, where the owner or occupier does not comply with the notice, remove the piping at the expense of the owner or occupier; and any expense incurred by the Town or authority pursuant to this by-law may be recovered in any court of competent jurisdiction. In respect of the above, the Town or other authority is not liable for damage to piping under a lawn or garden in a street, occasioned either in the course of the removal of the piping or of carrying out authorised works.
9. The Town reserves the right to use the full width of the road reserve as it sees fit and does not accept that it will be responsible to pay compensation for the cost of the reticulation should future works require the removal of all or any part of that reticulation.
10. The Town reserves the right to carry out work to the footpath and verge at any time and takes no responsibility for damage to lawn/vegetation, reticulation and drainage installations, the cost of reinstating same being borne by yourself, if required.
11. The Town will not in any circumstances be responsible for any damage caused to the reticulation whether that damage is caused by the Town, another public authority or any other agent or individual.

8. Street Trees

The Town is responsible for planting, maintenance and removal of all street and reserve trees in accordance with the ‘Maintenance and Removal of Public and Verge Trees Policy’. It is the Town’s intention to retain verge trees that are healthy, and do not cause any safety concerns. In the absence of suitable justification being provided for the removal of a tree, the request for the removal will not be supported.

Care is to be taken during the installation of a verge treatment to preserve the root zone and protect the trunk and canopy of trees. Residents can request a street tree by getting in contact with the Town’s Operations team. Please note the removal of existing street trees is not permitted without the approval of Council.

Responsible Directorate:	Operations
Reviewing Officer:	Waste & Sustainability Officer
Decision making Authority:	CEO
Policy Adopted:	
Policy Amended/Reviewed:	

12.3.3 Waterwise Pool and Spa Cover Policy

File ref	H/CCAP
Prepared by	Connor Warn Waste and Sustainability Officer
Supervised by	Andrew Malone Executive Manager Regulatory Services
Meeting Date:	20 October 2020
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	<ol style="list-style-type: none">1. Waterwise Pool and Spa Cover Policy2. Swimming Pool/Spa inspection Report 2020

Purpose

The purpose of this report is to present Council with the proposed Waterwise Pool and Spa Cover Policy for Council's consideration and adoption.

Executive Summary

Town staff have developed the Waterwise Pool and Spa Cover Policy in accordance with the National Construction Code WA Part 2.3.2, the Town will require that all future outdoor swimming pools associated with a Class 1 and Class 2 building to be fitted with an appropriate pool/spa cover. The use of pool and spa covers aligns with the Town's agreement to the Water Corporation relating to water efficiency and water management in the Town of East Fremantle.

In accordance with the National Construction Code, an outdoor private swimming pool associated with a Class 1 building must be supplied with a cover/ blanket. The requirement to install a pool blanket/cover will be conditioned on all future building permits from the time that the policy is adopted.

Background

Over the last four decades rainfall has drastically reduced across Western Australia by around 20%. An average swimming pool can lose as much as 55L of water through evaporation per day when a pool cover is not used. The enforcement of swimming pool and spa covers on Class 1 and Class 2 properties is a simple method the Town can ensure the preservation of much water as possible in the Town.

This Policy has been drafted to provide Town staff and community with a guide to enact sustainable and waterwise actions in the Town and at home.

Consultation

Consultation was undertaken with other local governments including the City of Stirling, the Water Corporation and internal Town staff.

Should Council agree to adopt this Policy, it will be advertised for 28 days to allow for community input.

Statutory Environment

National Construction Code WA 2.3.2

Policy Implications

This policy applies to:

- all future Class 1 and Class 2 residential properties in the Town.
- This policy does not apply to preexisting pools, indoor pools or public pools prior to the time this policy was accepted by Council.

Financial Implications

The financial cost of the swimming pool cover for the resident.

Risk Implications

No significant risk identified.

Strategic Implications

Strategic Priority 4: Natural Environment

4.2 Enhance environmental values and sustainable natural resource use.

Site Inspection

Nil

Comment

A Waterwise Pool and Spa Cover Policy is recommended for a number of reasons:

1. To provide guidance to residents when installing a pool and when purchasing a pool cover
2. To provide clarity to staff reviewing applications for new swimming pools
3. To respond to community expectations regarding sustainability and environmental consciousness
4. To align with the Town's agreement to the Water Corporation
5. To improve the Town's customer service by ensuring consistent advice to applicants.

It is recommended that Council accept the Waterwise Pool and Spa Cover Policy subject to being advertised for 28 days for community comment.

12.3.3 OFFICER RECOMMENDATION

That Council:

- 1. advertise the draft Waterwise Pool and Spa Cover Policy for 28 days.**
- 2. adopt the Waterwise Pool and Spa Cover Policy, should no public submissions be received.**

3.2.3 Waterwise Pool & Spa Cover Policy

Type:	Planning – Environmental Health
Legislation:	National Construction Code 2016 (NCC) Western Australian additions (WA Part 2.3.2 Acceptable Construction Practice)
Delegation:	
Other Related Document:	Swimming Pool/Spa Inspection Report 2020

Objective

To emphasize the Town of East Fremantle's commitment to environmental sustainability over each aspect of the Town's service areas.

The aim of this policy is to reduce future water consumption and evaporation in the Town of East Fremantle by enforcing the use of pool and spa covers/blankets in residential properties. In accordance with the National Construction Code, the Town of East Fremantle will require that all future outdoor swimming pools associated with a Class 1 and Class 2 building to be fitted with an appropriate pool/spa cover. This policy will infer a new condition to the Town's building permit application noting the requirement of a cover/blanket on all Class 1 and Class 2 Swimming pools.

Policy Scope

This Policy applies to all future Class 1 and Class 2 residential properties in the Town. This policy does not apply to preexisting pools, indoor pools or public pools prior to the time this report was accepted by council.

Policy

This policy will be enforced through the addition of a condition to the Town of East Fremantle's Building Permit's relating to swimming pool/Spa applications. This policy applies to all:

- in-ground pools and spas;
- above-ground pools and spas (excluding inflatable and portable pools and spas)

The use of Pool and Spa covers aligns with the Town of East Fremantle's agreement to the Water Corporation and aligns with the National Construction Code WA Part 2.3.2. Swimming pool blankets or covers must be designed to reduce water evaporation and must be accredited water efficient under the Smart Approved Watermark Scheme www.smartwatermark.org

Pool Inspections

The Town will undertake follow up inspections both after the finalisation of the pool construction and 4 years later. At the point of the inspection it will be noted if the pool is compliant to the conditions under the Building Permit application.

Definitions

Swimming Pool

(Building Class 10b): Swimming pool means any excavation or structure containing water and principally used, or that is designed, manufactured or adapted to be principally used for swimming, wading, paddling, or the like, including a bathing or wading pool, or spa.

Class 1 Building

- **Class 1a** - a single dwelling being
 - (i) a detached house
 - (ii) one of a group of two or more attached dwellings, each being a building, separated by a fire-resisting wall, including a row house, terrace house, town house or villa unit or

- **Class 1b** - a boarding house, guest house, hostel or the like
 - (i) with a total area of all floors not exceeding 300 m2 measured over the enclosing walls of the Class 1b and
 - (ii) in which not more than 12 persons would ordinarily be resident
 - which is not located above or below another dwelling or another Class of building other than a private garage

Class 2 Building

A building containing 2 or more sole-occupancy units each being a separate dwelling.

Responsible Directorate:	Regulatory Services
Reviewing Officer:	Executive Manager Regulatory Services
Decision making Authority:	Council
Policy Adopted:	
Policy Amended/Reviewed:	



TOWN OF EAST FREMANTLE

135 Canning Highway, East Fremantle Western Australia 6158



SWIMMING POOL/SPA INSPECTION REPORT

TOWN of
EAST FREMANTLE

TOWN of
EAST FREMANTLE

TO:.....

EMAIL:

ADDRESS:.....

AN INSPECTOR CALLED ON:.....DATE:.....AT.....

A SWIMMING POOL INSPECTOR, AUTHORISED BY COUNCIL, HAS VISITED YOUR PROPERTY AND HAS INSPECTED YOUR SWIMMING POOL/ SPA/FENCES AND GATE/S.

THE POOL/SPA'S, FENCES, GATE BARRIERS OR OTHER SAFETY REQUIREMENTS WERE FOUND

TO COMPLY with the provisions of Australian Standard AS 1926.1-2012, the Building Act 2011 and Building Regulations 2012 Part 8 Division 2 safety requirements covering Private Swimming Pool/Spa Safety, and Building Code (BCA)

NOT TO COMPLY with the provisions of Australian Standard AS 1926.1-2012, the Building Act 2011 and Building Regulations 2012 Part 8 Division 2 safety requirements covering Private Swimming Pool/Spa Safety, and Building Code (BCA) (Refer to the following list fault/s)

- 1 Fence/gate(s) barrier less than 1200mm high.
- 2 Fence/gate(s) barrier (with rails/brace/object less than 900mm horizontally apart) has gaps wider than 10mm.
- 3 Top of lower foothold (object in pool area) less than 100mm to top of fence.
- 4 Gate latch(es) not adequately shielded.
- 5 Gate(s) not self-closing and latching from all positions or do(es) not open clearly.
- 6 Gate(s) do(es) not open, latch(es) defective.
- 7 Gate(s) do(es) not open outwards from pool area.
- 8 Gate latch(es) in incorrect position or less than 1500mm from ground level.
- 9 Fence barrier does not have an effective height between foot and hand holds of 900mm.
- 10 Gaps between uprights wider than 100mm.
- 11 Gaps under fence/gate(s) barrier higher than 100mm.
- 12 Ground under fence/gate(s) barrier not permanently stabilized.
- 13 Step(s) down in fence barrier has adequate height.
- 14 Sloping panel has inadequate height.
- 15 Deck/verandah/retaining wall at higher level, allowing access to pool area.
- 16 Fence barrier has objects within 900mm in the NCZ (non climbing zone)
- 17 Fencing barrier incomplete.
- 18 Door(s)/window(s) to..... do / does not comply. Allows access to pool area. See over.
- 19 Climbableprovides access to pool area.
- 20 Unacceptable access through roller/tilt door garage.
- 21 Dog or cat flaps not to exceed 100mm x 100mm.
- 22 Door access (internal or external) not permitted to any pool or spa approved after 5 November 2001.
- 23 Unsafe skimmer box (see separate brochure)

24 Other

.....
.....
.....

NOTE: Your urgent co-operation is sought in attending to the above-mentioned requirements. Failure to ensure compliance with the relevant standards will result in an infringement **NOTICE or ON THE SPOT FINE** being served on the property owner or occupier to a maximum of \$750.00; and possible, legal action where the maximum penalty is \$5,000 plus an additional inspection fee per visit.

IMPORTANT NOTE: IT IS YOUR OBLIGATION AND RESPONSIBILITY TO ENSURE THAT ALL SWIMMING POOL/SPA FENCES, BARRIERS AND GATES ARE PROPERLY MAINTAINED AT ALL TIME (I.E. 365 DAYS PER YEAR).

NEXT INSPECTION after 7 days 14 days 21 days within 4 years

THIS INSPECTION is the 1st 2nd 3rd 4th

Authorised Officer: Telephone.....

POOL/SPA Const

- (1) Concrete (2) Fibreglass
- (3) Unknown (4) Brick & Liner
- (5) Cncrt & Liner (6) Stl Frm &Liner

- YEAR INSTALLED**
- (1) Pre Nov 2001
 - (2) Post Nov 2001
 - (3) Post May 2016

FENCE PERIMETER ISOLATION

TYPE ENCLOSED

POOL COVER YES NO

LOCATION OF POOL

- FRONT REAR LEFT Centre RIGHT
- INTERNAL LEFT SIDE RIGHT SIDE

POOL **SPA** ABOVE OR BELOW GROUND

12.3.4 Authority to Affix the Common Seal – Licence Agreements

File ref	F/COM1, R/RSB1
Prepared by	Bron Browning, Executive Assistant to Executive Manager Corporate Services
Supervised by	Peter Kocian, Executive Manager, Corporate Services
Meeting Date:	20 October 2020
Voting requirements:	Simple Majority
Documents tabled	Nil
Attachments	<ol style="list-style-type: none">1. Licence Agreement: The Scout Association of Australia, Western Australian Branch (Incorporated) – Leeuwin Scout Hall and Boat Shed2. Licence Agreement: Hurricane Dragon Boat and Outrigger Canoe Club - Leeuwin Boat Shed

Purpose and Executive Summary

This report is seeking approval for the Mayor and CEO to affix the Common Seal to the Licence Agreements for The Scout Association of Australia, Western Australian Branch (Incorporated) to use the Leeuwin Scout Hall and Boat Shed and the Hurricane Dragon Boat and Outrigger Canoe Club to use the Leeuwin Boat Shed.

Background

Scouts WA have interest in both Camp Waller and the Leeuwin Scout Hall as facilities for FFSSG, which is an amalgamation (due to dwindling numbers) of the First Fremantle and the First Leeuwin Scout groups.

It was identified in September 2017 that Camp Waller was the more utilised of the two facilities, and at that time the suggestion was made that the Town negotiate with Scouts WA to limit their activities to one location. Scouts WA advised that access to both facilities was required due to the Leeuwin Scout Hall being more suitable for younger Scouts, as it includes a beach launch area.

Due to a number of issues arising over the shared use of the facility between Scouts WA and HDBOCC, Council supported the investigation of an alternative facility use model, or models for the Leeuwin Scout Hall. Both incumbents received formal advice from the Town that the existing draft lease agreements would be withdrawn.

Numerous consultations with each incumbent took place to negotiate a License Agreement for use of premises, including the delineation of storage areas, until 30 June 2021.

On 2 November 2020 Council will be calling for public submissions on the future Community Facility use post 30 June 2021.

Consultation

Both incumbents have been consulted by the Town.

Statutory Environment

Local Government Act 1995

Policy Implications

There are no Council Policies relevant to this item.

Financial Implications

N/A

Strategic Implications

Strategic Priority 5: Leadership and Governance

5.1 Strengthen organisational accountability and transparency

5.3 Strive for excellence in leadership and governance

Site Inspection

Site inspection undertaken:

Risk Implications

There are no significant risks associated with this item.

Comment

Licence Agreements are legal instruments and require to be executed by the Chief Executive Officer and Mayor accordingly.

12.3.4 OFFICER RECOMMENDATION

That Council authorise the Mayor and Chief Executive Officer to sign and affix the Common Seal to:

- 1. Licence Agreement: The Scout Association of Australia, Western Australian Branch (Incorporated) – Leeuwin Scout Hall and Boat Shed.**
- 2. Licence Agreement: Hurricane Dragon Boat and Outrigger Canoe Club – Leeuwin Boat Shed.**

Licence Agreement: Leeuwin Scout Hall and Boat Shed

Town of East Fremantle

The Scout Association of Australia, Western
Australian Branch (Incorporated)



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: DFN:EAFREM-46434

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Details

Parties

Town of East Fremantle

of 135 Canning Highway, East Fremantle, Western Australia 6158
(Licensor)

The Scout Association of Australia, Western Australian Branch (Incorporated)

133 Scarborough Beach Road, Mt Hawthorn, Western Australia
(Licensee)

Background

- A The Licensor is the management body of the land described in **Item 1** of the Schedule (**Land**) under the Management Order.
- B Subject to the consent of the Minister for Lands, the Licensor has agreed to grant to the Licensee a licence to use that portion of the Land described in **Item 2** of the Schedule (**Licensed Area**).
- C The Licensor and the Licensee enter into this Agreement to set out the terms and conditions upon which the licence is granted.

Agreed terms

1. Condition precedent

- (1) This agreement is subject to and conditional upon the approval in writing of the Minister for Lands under section 18 of the *Land Administration Act 1997*.
- (2) The parties acknowledge that a copy of the Minister's Consent Letter is attached to this Licence at **Annexure C**.

2. Grant of licence

In consideration of the covenants of the Licensee given herein the Licensor HEREBY GRANTS to the Licensee a licence (**Licence**) to use the Licensed Area on the terms and conditions set out in this Deed.

3. Term

The Licence shall continue in force and effect for the duration of the term set out in **Item 3** of the Schedule (**Term**).

4. Permitted Hours of Use

For the duration of the Term of the Licence the Licensee shall be permitted to use the Licensed Area, but only during the permitted hours of use set out in **Item 4** of the Schedule (**Permitted Hours of Use**).

5. Licence fee & GST

The Licensee COVENANTS with the Licensor to:

- (a) pay the Licensor the licence fee referred to in **Item 5** of the Schedule (**Licence Fee**) from the commencement of the Term without any abatement or deduction whatsoever; and
- (b) pay the Licensor any GST payable on the Licence Fee and on any other supply made by the Licensor to the Licensee under this Licence.

6. Licence Fee Review

6.1 Licence Fee to be Reviewed

The Licence Fee will be reviewed on and from each Licence Fee Review Date to determine the Licence Fee to be paid by the Licensee until the next Licence Fee Review Date.

6.2 Methods of Review

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

6.3 CPI Review

A licence fee review based on CPI will increase the amount of Licence Fee 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

Licence Fee Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Licence Fee Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Licence Fee payable from the relevant Licence Fee Review Date will be the same as the Licence Fee payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 6.4**.

6.4 Market Licence Fee Review

- (1) A licence fee review based on the market will establish the current market licence fee for the Licensed Area (which will not be less than the Licence Fee payable in the period immediately preceding the Licence Fee Review Date) by agreement between the parties and failing agreement, will be determined in accordance with the following provisions.
- (2) If agreement as to the substitution of the CPI with an equivalent index for the Licensed Fee is not reached at least one (1) month prior to the relevant Licence Fee Review Date then the current market licence fee for the Licensed Area will be determined at the expense of the Licensee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties. The parties will be entitled to make submissions to the Valuer.
- (4) In this **clause 6**, “current market licence fee” means the licence fee obtainable for the Licensed Area in a free and open market if the Licensed Area was unoccupied and offered for rental for the use for which the Licensed Fee is permitted pursuant to this Licence and on the same terms and conditions contained in this Licence, BUT will not include:
 - (a) any improvements made or effected to the Licensed Area by the Licensee; and
 - (b) any licence fee free periods, discounts or other concessions.

6.5 Licence Fee will not decrease

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

6.6 Licensor’s right to review

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

7. Use of Licensed Area

7.1 Permitted Use

The Licensee shall ensure that the Licensed Area is used only for the Permitted Use.

7.2 No harm or stress

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

7.3 No smoking

The Licensee must not suffer or permit a person to smoke inside any enclosed portion of a building in the Licensed Area.

7.4 Sale of Alcohol

The Licensee shall not sell or supply liquor from the Licensed Area without first obtaining consent of the Licensor, which may be withheld in the absolute discretion of the Licensor.

7.5 Sale of Food

The Licensee shall only sell food within the Licensed Area if the Licensor's consent is first obtained and then only in accordance with the *Food Act 2008* and any other relevant written laws that may be in force from time to time.

7.6 No pollution

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

7.7 No breach of copyright

The Licensee shall not do any act, nor authorise or permit any person to do any act, that constitutes a breach or infringement of copyright under the *Copyright Act 1968* (Cth).

8. Outgoings

Not used

9. Alterations

The Licensee shall not:

- (a) make or cause, suffer or permit to be placed upon the Licensed Area any improvements, alterations, buildings, structures or other fixtures, fittings or equipment of any kind whatsoever; or
- (b) carry out any modifications or alterations whatsoever to the Licensed Area,

unless the Licensee has first obtained the prior written approval of the Licensor (which is granted at the absolute discretion of the Licensor and may be subject to such conditions as the Licensor deems fit) and all necessary approvals, licences and permits required by law have been obtained.

10. Entry and inspection of Licensed Area

The Licensee must permit the Licensor to enter the Licensed Area at any reasonable time during the Permitted Hours of Use to inspect and view the area, to carry out any maintenance work or to rectify any breach of the conditions of this Licence.

11. Signs & advertising

The Licensee shall not affix or exhibit or permit to be affixed or exhibited in or upon any part of the Licensed Area any placard, signboard, neon sign or other advertisement unless the Licensee has first obtained the prior written approval of the Licensor (which is granted at the absolute discretion of the Licensor and may be subject to such conditions as the Licensor deems fit).

12. Compliance with statutes

The Licensee shall:

- (a) comply promptly with all written laws from time to time in force relating to the Licensed Area;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any written law for the Permitted Use to be undertaken on the Licensed Area;
- (c) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Licensee's use of the Licensed Area; and
- (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 within the Licensed Area.

13. Maintenance and cleaning of Licensed Area

13.1 General Maintenance

- (1) The Licensee AGREES during the Term and for so long as the Licensee continues to use the Licensed Area to:
 - (a) maintain, replace, repair, clean and keep the Licensed Area (which for the avoidance of doubt includes the Licensor's and Licensee's fixtures and fittings) clean and in Good Repair having regard to the age of the Licensed Area at the Commencement Date PROVIDED THAT this subclause shall not impose on the Licensee any obligation:
 - (i) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any action or omission of or on the part of the Licensee or an Authorised Person or the Licensee's insurances are invalidated by any act, neglect or default by the Licensee or an Authorised Person; and
 - (ii) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any action or omission of or on the part of the Licensee or an Authorised Person, or by the Licensee's particular use or occupancy of the Licensed Area;
- (2) In discharging the obligations imposed on the Licensee under this subclause, the Licensee shall where installing, maintaining, replacing or repairing:
 - (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures; and

(d) any gas fittings and fixtures, in or on the Licensed Area,

use only licensed trades persons, or such trades persons as may be approved by the Licensor and notified to the Licensee, which approval shall not be unreasonably withheld.

13.2 Cleaning

(1) The Licensee must keep the Licensed Area clean, tidy and free from rubbish at all times. The Licensee shall pay any costs, fees or charges incurred for cleaning of the Licensed Area.

14. Heritage Protection

Not Used.

15. Damage to Licensed Area or Common Areas

(1) The Licensor and the Licensee AGREE that:

- (a) it is the responsibility of the Licensee to repair, rehabilitate and make good any damage to the Licensed Area or the Common Areas, including but not limited to damage to any fixtures or fittings of the Licensor, caused by or arising out of or in relation to or incidental to the use of the Licensed Area by the Licensee or any Authorised Person or resulting from an act or omission of the Licensee or any Authorised Person;
- (b) the Licensee shall be responsible for the cost of any of the repairs, rehabilitation or making good of damage referred to in sub-clause (a); and
- (c) the Licensee must pay to the Licensor the costs of any repair, rehabilitation or making good of damage to the Licensed Area or the Common Areas within 30 days of receipt of a written demand for such payment being made by the Licensor.

16. Not to cause nuisance

The Licensee must not and must not suffer or permit a person to do or carry out on the Licensed Area anything which causes a nuisance, damage or disturbance to the Licensor, other users of the Licensed Area or the Land, or to owners or occupiers of adjoining properties.

17. Indemnity

The Licensee agrees to indemnify and keep indemnified the Licensor and the Minister for Lands, and all officers, servants and agents of the Licensor and the Minister for Lands:

- (a) from and against the destruction of or damage to any property of the Licensor or any person; and
- (b) from and against all actions claims, costs and demands in respect of loss or damage to property or death or injury of any nature and however and wherever sustained,

caused by or arising out of or in relation to or incidental to the use of the Licensed Area by the Licensee or any Authorised Person or resulting from an act or omission of the Licensee or any Authorised Person BUT the Licensee shall not be responsible for any loss or damage which is caused by the negligence of the Licensor or its servants, agents, contractors or invitees.

18. Insurance

18.1 Insurance required

The Licensee must effect and maintain with insurers approved by the Licensor (noting the Licensor's and the Licensee's respective rights and interest in the Licensed Area) for the time being:

- (a) adequate public liability insurance for a sum not less than twenty million dollars (\$20,000,000) in respect of any one claim or such greater amount as the Licensor may from time to time reasonably require; and
- (b) where the Licensor so requires, insurance to cover the Licensee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Licensee can and does ordinarily insure in their full replacement value, and loss from theft or burglary.

18.2 Maintain insurance

The Licensee shall not cancel any policy of insurance referred to in sub-clause (1) and in the event of such cancellation this Licence shall terminate immediately and the Licensee shall have no claim against the Licensor for any loss suffered as a result of such termination.

18.3 Details and receipts

The Licensee shall produce copies of the certificates of currency or receipts confirming the currency of any policy or policies of insurance within seven (7) days of being provided with a written request by the Licensor to do so.

19. Not to void insurance

The Licensee agrees with the Licensor not to at any time during the Term, commit, or suffer to be done any act, matter or thing upon the Licensed Area whereby any insurance which may at any time have been effected in respect of the Licensed Area or any part thereof may be vitiated or rendered void or voidable.

20. No assignment without consent of Licensor or Minister for Lands

The Licensee agrees that it shall not encumber, assign, sub-licence or part with the possession or benefit of this Licence or the Licensed Area or any part of the Licensed Area without first obtaining the prior written consent of the Licensor and the Minister for Lands, which consent the Licensor or the Minister for Lands may withhold in their absolute discretion.

21. Report to Licensor

The Licensee must immediately report to the Licensor:

- (a) any act of vandalism which occurs on or near the Licensed Area;
- (b) any occurrence or circumstances in or near the Licensed Area, of which it becomes aware, which might reasonably be expected to cause, in or on the Licensed Area, pollution of or damage to the environment; and
- (c) all notices, orders and summonses received by the Licensee and which affect the Licensed and immediately give them to the Licensor.

22. No right of exclusive possession

The Licensee acknowledges that this Licence is non-exclusive and does not convey any right of exclusive possession over the Licensed Area to the Licensee and the Licensee AGREES that it shall not interfere with the use of the Licensed Area by any other person authorised by the Licensor or otherwise entitled at law to access or use the Licensed Area.

23. Further term

If at the date of expiration of the Term:

- (a) there is no outstanding breach of this Licence by the Licensee; and
- (b) the Licensee's conduct of its business activities is otherwise to the satisfaction of the Chief Executive Officer of the Licensor,

the Licensor may grant to the Licensee a further licence of the Licensed Area for a Further Term specified in **Item 3** of the Schedule upon and subject to the same terms, covenants and conditions as are contained or implied in this Licence except this **clause 23** in respect of any Further Term previously taken or the subject of the present exercise.

24. Default

The Licensor and the Licensee AGREE that:

- (a) if the Licence Fee or any part thereof shall be in arrears after the date specified for payment for a period of thirty (30) days after notice specifying such default shall have been served on the Licensee; or
- (b) any covenant, term or condition on the part of the Licensee herein contained or implied shall not be punctually and effectually performed or observed and such default shall continue for a period of thirty (30) days after a notice specifying such default shall have been served on the Licensee,

then in any of the said cases it shall be lawful for the Licensor at any time thereafter by notice in writing to the Licensee to terminate the Licence hereby granted. Upon receipt of such notice by the Licensee the Licence hereby granted shall terminate, but without prejudice to the right of action of the Licensor for arrears of the Licence Fee or damages for breach of any other covenant. Upon such termination the parties acknowledge that the Licensee shall not be entitled to any refund of the Licence Fee, in respect of any unexpired portion of the Term.

25. Termination of management order

The parties ACKNOWLEDGE that:

- (a) the Licence will automatically terminate if the management order that the Licensor holds the Land under is revoked; and
- (b) if the Licence is terminated in accordance with sub-clause (a) of this clause the Licensee will not be entitled to any form of compensation or damages as a result of the termination.

26. Removal of Licensee's improvements

The Licensee AGREES with the Licensor that:

- (a) at the expiration or sooner determination of this Licence, it shall at its cost remove from the Licensed Area any alterations, additions or improvements to the Licensed Area installed by the Licensee, unless otherwise approved in writing by the Licensor; and
- (b) in the event the Licensee does not remove from the Licensed Area any alterations, additions or improvements to the Licensed Area installed by the Licensee within one month of the expiration or sooner determination of this Licence the Licensor may remove any alterations, additions or improvements installed by the Licensee and the costs of carrying out such removal shall be a liquidated debt recoverable from the Licensee by the Licensor in a Court of competent jurisdiction.

27. Rights rest in contract only

The Licensee ACKNOWLEDGES that the rights hereby conferred rest in contract only and nothing herein contained or implied shall be construed as granting or shall be deemed to grant to the Licensee any estate or interest in the Licensed Area.

28. Yielding up at expiration of term

The Licensee AGREES with the Licensor that at the end or sooner termination of the Term of the Licence it shall leave the Licensed Area in a condition consistent with the provisions of this Licence.

29. No warranty

The Licensor gives no warranty:

- (a) as to the suitability or otherwise of the Licensed Area for the Permitted Use; or
- (b) that the Licensor will issue any consents, approvals, authorities, permits or licences required by the Licensee under any statute for its use of the Licensed Area.

30. No fetter

Notwithstanding any other provision of this Licence, the Licensee ACKNOWLEDGES that the Licensor is a local government established by the *Local Government Act 1995* (WA), and in that capacity, the Licensor may be obliged to determine applications for approvals having regard to statutes governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Licensor shall not be taken to be in default under this Licence by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Licence fetter the Licensor in performing its statutory obligations or exercising any discretion.

31. Notice

31.1 Form of Delivery

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

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

31.2 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 31.1(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 31.1(b)**, on the fourth business day following the date of posting of the Notice.

32. 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 or an authorised officer;
- (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.

33. Severance

If any part of this Licence is or becomes void or unenforceable, that part is or will be severed from this Licence 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.

34. 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 Licence.

35. Dispute resolution

The parties agree that any dispute between the Licensee and the Licensor in regard to anything arising from this Licence shall:

- (a) be addressed in the first instance by a meeting between representatives of the Licensee, appointed for that purpose, and the officer of the Licensor responsible for administering the Reserve or the Licensed Area; and
- (b) if the dispute cannot be resolved in a manner that is satisfactory to both parties through such a meeting, the Licensee agrees that the CEO of the Licensor will have the power to make a final determination in resolution of the dispute, but only after giving due consideration to all of the matters discussed at the meeting referred to in sub-clause (a) of this clause and setting out in writing the reasons for his or her decision.

36. Variation

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

37. Payment of interest

Not applicable.

38. Costs

The Licensee must pay to the Licensor on demand:

- (a) all costs, reasonable legal fees, disbursements and payments incurred by or for which the Licensor is liable in connection with or incidental to:
 - (i) any breach of covenant by the Licensee or an Authorised Person; and
 - (ii) any work done at the Licensee's request which the Licensor is not responsible for under the terms of this Licence.

39. Governing law

This Licence 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.

40. Additional terms covenants and conditions

Each of the terms, covenants and conditions (if any) specified in **Item 8** of the Schedule shall be deemed part of this Licence and shall be binding upon the Licensor and Licensee as if incorporated in the body of this Licence.

41. Interpretation

In this Licence, unless expressed to the contrary:

- (a) Words importing:
 - (i) the singular include the plural;
 - (ii) the plural include the singular; and
 - (iii) any gender includes each gender;
- (b) A reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a 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;
 - (iv) a statute, includes an ordinance, code, regulation, award, local planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made

under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;

- (v) a right includes a benefit, remedy, discretion, authority or power;
- (vi) 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;
- (vii) this Licence or provisions of this Licence or any other deed, agreement, instrument or contract includes a reference to:
 - (A) both express and implied provisions; and
 - (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (viii) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (ix) anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- (c) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Licence;
- (d) The covenants and obligations on the part of the Licensee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by any officer, workmen, servants, agents, contractors, licensees, invitees, assignees or persons authorised by the Licensee; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) Except in the Schedule, headings do not affect the interpretation of this Licence;
- (f) If a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.
- (g) The Schedule and Annexures (if any) form part of the Licence.

42. Definitions

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

Amounts Payable means the Licence Fee and any other money payable by the Licensee under this Licence;

Authorised Person means an agent, employee, invitee or sub-licensee of the Licensee;

Chief Executive Officer means the Chief Executive Officer of the Licensor or any person authorized to act on his or her behalf;

Commencement Date means the date upon which the Term commences as stipulated in Item 3 of the Schedule;

Common Areas means all those parts of the Land not leased to any lessee or licensed to any licensee and intended for use by the lessees or licensees of the Land and their invitees in common with each other including all parking areas roads walkways malls corridors passageways stairways elevators toilets and washrooms in on or about the Land;

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

GST means a tax under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any legislation substituted for, replacing or amending that Act, levied on a supply including but not limited to the Licence Fee or other money payable to the Licensor for goods or services or property or any other thing under this Licence;

Hurricanes means the Hurricane Dragon Boat and Outrigger Canoe Club Inc;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Licensor'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;

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

Licence Fee means the fee specified in **Item 5** of the Schedule;

Licensed Area means the Licensed Area described in **Item 2** of the Schedule;

Management Order means the management order pursuant to which the Licensor was vested with care, control and management of the Land by the Minister for Lands for the purpose of Public Recreation;

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

Party means the Licensor or the Licensee according to the context;

Permitted Use means the use set out in **Item 7** of the Schedule;

Schedule means the Schedule to this Licence, unless otherwise stipulated;

Supply means a good or service or any other thing supplied by the Licensor under this Licence and includes but is not limited to a grant of a right to possession of the Licensed Area; and

Term means the term stipulated in **Item 3** of the Schedule and, where the context permits, includes any further term.

Schedule

Item 1 Land

Reserve 28785 being Lot 8192 on Deposited Plan 172085 and being the whole of the land comprised in Crown Land Title Volume LR3004 Folio 859

Item 2 Licensed Area

That portion of the Land as depicted on the plan annexed hereto as **Annexure A**, but excluding that portion of the Boat Shed allocated for use of the Hurricanes as depicted in the Boat Shed Plan annexed as **Annexure B**.

Item 3 Term

Ten (10) months commencing on 1 September 2020 and expiring on 30 June 2021

Item 4 Permitted Hours of Use

Tuesday	15:00 – 18:00	Hall, shed access	Joey's
Thursday	17:00 – 20:00	Hall, shed access	Cubs
Friday	18:00 – 21:30	Hall, shed access	Venturers
Saturday	12:00 – 18:00	Hall, shed access	Cubs / Scouts / Venturers / Rovers

The Licensee may access the building 90 minutes prior to the scheduled times above for the purpose of cleaning and set-up.

The Licensee is not to access the building outside of the permitted hours above as the Town may hire the building to other casual users and their enjoyment of the facility is not to be impacted. If the Licensee requires access to the building outside of the permitted hours above, they will be required to submit a casual hire form at least 3 days prior to the required time. Approval will only be granted if the booking does not conflict with the enjoyment of other users. The terms and conditions of this Licence shall apply to any use on a casual hire basis outside of the Permitted Hours of Use.

Additional hours will not be charged provided that a maximum of 30 hours of casual hire use is not exceeded during the Term. Any additional hours will require a casual hire form to be submitted.

Item 5 Licence Fee

Licence Fee: \$1,560 per annum

Manner of Payment: \$30.00 per week, paid monthly in arrears (01/09/2020 – 30/06/2021) commencing on 30 September 2020

The Licence Fee is inclusive of all outgoings and utilities

Item 6 Licence Fee Review

Not applicable

Item 7 Permitted Use

Scout Hall and Boat Shed

Item 8 Additional terms, covenants and conditions

- **Installation of padlocks:**

Licensee is to install padlocks in the following locations:

- Double door entry from Lobby and to Shed
- Sliding Door exit to riverside
- Storage Rooms A & B
- Mezzanine Storage

- **Asset Register**

The Licensee is required to provide an asset register of all personal items with details of insurance coverage for both Contents and Public Liability prior to the commencement of the Licence. This asset register is required for insurance purposes.

- **Hire of Facility**

The Licensee is not to hire the facility to other users as the Licensor will be managing bookings for the Licensed Area for other community use.

- **Car Park**

Temporary permission is granted to the Hurricane Dragon Boat and Outrigger Canoe Club for the trailer to remain within the car park.

- **Riverside**

The Riverside Area in front of the Hall and Boat Shed as depicted in the plan annexed as **Annexure B** is not to be used for permanent storage of any items, nor are any permanent structures to be placed between the building and the path/river.

- **Parkside**

Whilst the Parkside Area on the parkside of the Hall as depicted in the plan annexed as **Annexure B** should not be used for permanent storage it is noted that up to three long boats may be placed here temporarily by the Hurricane Dragon Boat and Outrigger Canoe Club, under cover between the building and the palm tree.

- **Maintenance**

The Licensee is to provide Maintenance Request information to the Licensor using the Town of East Fremantle's Maintenance Request Form.

- **Pre-entry Inspection Report**

The Licensee and Licensor shall jointly undertake a building inspection report prior to the commencement of the Licence.

- **Hazardous/Flammable Materials**

Flammable and/or hazardous materials must be stored in a locker compliant with Australian Standards. The Licensee is required to maintain a Material Data Safety Sheet and provide a copy to the Licensor.

- **Acknowledgement**

The Licensee acknowledges and agrees that any use of any portion of the Land outside of the designated boundary of the Licensed Area is subject to:

- (a) the further approval of the Licensor; and
- (b) the terms and conditions of this Licence including but not limited to clause 17 (Indemnity).

Signing page

EXECUTED by the parties as a Deed on the _____ day of _____ 2020

THE COMMON SEAL of the **TOWN OF EAST FREMANTLE** was hereunto affixed in the presence of:

Mayor

(Print Full Name)

Chief Executive Officer

(Print Full Name)

THE COMMON SEAL of **THE SCOUT ASSOCIATION OF AUSTRALIA, WESTERN AUSTRALIAN BRANCH (INCORPORATED)** ("Association") was hereunto affixed pursuant to the constitution of the Association in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or her holds the office in the Association indicated under his or her name:-

OFFICE HOLDER SIGN

OFFICE HOLDER SIGN

Office held

Office Held

Full Name

Full Name

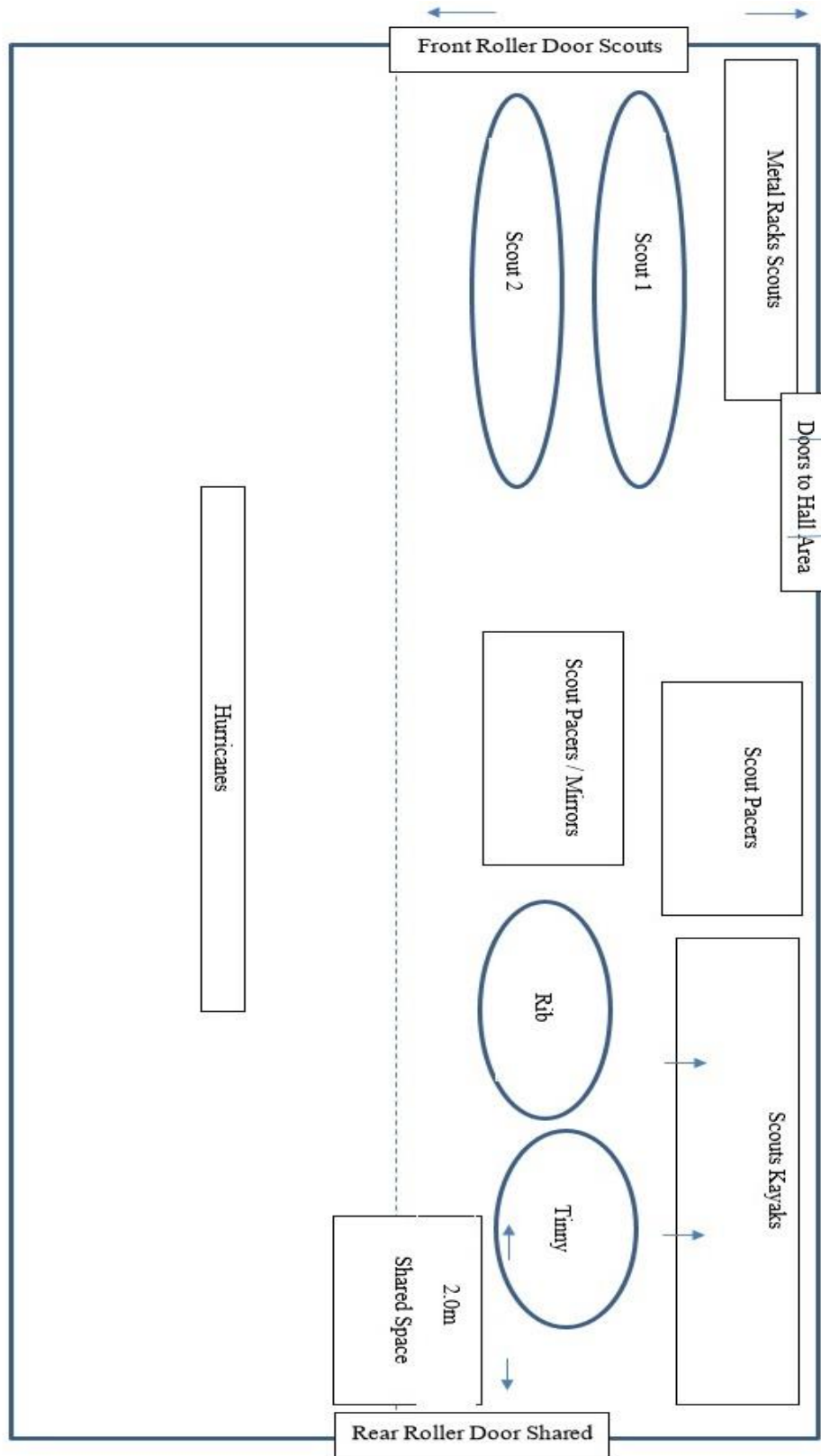
Address:

Address:

Annexure A – Plan of Licensed Area



Annexure B – Boat Shed Plan



Annexure C – Minister of Land's approval



Department of **Planning,
Lands and Heritage**

Land Use Management

Case 2002421
Our ref: File 02786-1987, IDA11084917.
Enquiries: Kevin Harrison, ph 9791 0880
Fax: 6552 4417

30th September 2020

McLeods Barristers & Solicitors
Stirling Law Chambers
220 Stirling Highway
Claremont WA 6010

Email only dnicholson@mcleods.com.au

Dear *David*

Section 18 Ministers Consent for proposed Licence over portion of Reserve 28785, Town of East Fremantle between Scout Association

Thank you for your recent correspondence regarding permission to Licence portion of Reserve 28785 which is set aside for the purpose of Public Recreation and managed by the Town of East Fremantle with power to lease for any term not exceeding 21 years subject to the consent of the Minister for Lands.

In accordance with section 18 of the *Land Administration Act 1997* (LAA) approval from the Minister for Lands is granted to the proposed Licence provided to the Department of Planning, Lands and Heritage (DPLH) by email dated 25th September 2020 on the condition that the final document executed by the parties is on the same terms as that provided to DPLH with that email. If the final document executed by the parties is not on the approved terms, then it may be void under section 18 LAA.

Please note that this approval is for the purposes of section 18 LAA only and does not constitute an endorsement as to the terms and effect of the document. DPLH cannot provide any advice in respect of the Licence and recommends that each party obtain their own independent advice as to their rights and obligations under the Licence.

Should you have any enquiries please do not hesitate to contact me on any of the above details.

Yours sincerely

Kevin Harrison
Senior Land Officer
Case Delivery

Gordon Stephenson House, 140 William Street Perth Western Australia 6000 Locked Bag 2506, Perth Western Australia 6001
Telephone (08) 6552 4400 Facsimile (08) 6552 4417 Freecall: 1800 735 784 (Country only)
Email: info@lands.wa.gov.au Website: www.lands.wa.gov.au
ABN: 68 565 723 484

Licence Agreement: Leeuwin Boat Shed

Town of East Fremantle

Hurricane Dragon Boat and Outrigger Canoe Club
Inc



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: DFN:EAFREM-46517

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Details

Parties

Town of East Fremantle

of 135 Canning Highway, East Fremantle, Western Australia 6158
(Licensor)

The Hurricane Dragon Boat and Outrigger Canoe Club (Incorporated)

15 Lamond Street, Melville WA 6156, Western Australia
(Licensee)

Background

- A The Licensor is the management body of the land described in **Item 1** of the Schedule (**Land**) under the Management Order.
- B Subject to the consent of the Minister for Lands, the Licensor has agreed to grant to the Licensee a licence to use that portion of the Land described in **Item 2** of the Schedule (**Licensed Area**).
- C The Licensor and the Licensee enter into this Agreement to set out the terms and conditions upon which the licence is granted.

Agreed terms

1. Condition precedent

- (1) This agreement is subject to and conditional upon the approval in writing of the Minister for Lands under section 18 of the *Land Administration Act 1997*.
- (2) The parties acknowledge that a copy of the Minister's Consent Letter is attached to this Licence at **Annexure C**.

2. Grant of licence

In consideration of the covenants of the Licensee given herein the Licensor HEREBY GRANTS to the Licensee a licence (**Licence**) to use the Licensed Area on the terms and conditions set out in this Deed.

3. Term

The Licence shall continue in force and effect for the duration of the term set out in **Item 3** of the Schedule (**Term**).

4. Permitted Hours of Use

For the duration of the Term of the Licence the Licensee shall be permitted to use the Licensed Area, but only during the permitted hours of use set out in **Item 4** of the Schedule (**Permitted Hours of Use**).

5. Licence fee & GST

The Licensee COVENANTS with the Licensor to:

- (a) pay the Licensor the licence fee referred to in **Item 5** of the Schedule (**Licence Fee**) from the commencement of the Term without any abatement or deduction whatsoever; and
- (b) pay the Licensor any GST payable on the Licence Fee and on any other supply made by the Licensor to the Licensee under this Licence.

6. Licence Fee Review

6.1 Licence Fee to be Reviewed

The Licence Fee will be reviewed on and from each Licence Fee Review Date to determine the Licence Fee to be paid by the Licensee until the next Licence Fee Review Date.

6.2 Methods of Review

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

6.3 CPI Review

A licence fee review based on CPI will increase the amount of Licence Fee 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

Licence Fee Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Licence Fee Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Licence Fee payable from the relevant Licence Fee Review Date will be the same as the Licence Fee payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 6.4**.

6.4 Market Licence Fee Review

- (1) A licence fee review based on the market will establish the current market licence fee for the Licensed Area (which will not be less than the Licence Fee payable in the period immediately preceding the Licence Fee Review Date) by agreement between the parties and failing agreement, will be determined in accordance with the following provisions.
- (2) If agreement as to the substitution of the CPI with an equivalent index for the Licensed Fee is not reached at least one (1) month prior to the relevant Licence Fee Review Date then the current market licence fee for the Licensed Area will be determined at the expense of the Licensee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties. The parties will be entitled to make submissions to the Valuer.
- (4) In this **clause 6**, “current market licence fee” means the licence fee obtainable for the Licensed Area in a free and open market if the Licensed Area was unoccupied and offered for rental for the use for which the Licensed Fee is permitted pursuant to this Licence and on the same terms and conditions contained in this Licence, BUT will not include:
 - (a) any improvements made or effected to the Licensed Area by the Licensee; and
 - (b) any licence fee free periods, discounts or other concessions.

6.5 Licence Fee will not decrease

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

6.6 Licensor’s right to review

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

7. Use of Licensed Area

7.1 Permitted Use

The Licensee shall ensure that the Licensed Area is used only for the Permitted Use.

7.2 No harm or stress

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

7.3 No smoking

The Licensee must not suffer or permit a person to smoke inside any enclosed portion of a building in the Licensed Area.

7.4 Sale of Alcohol

The Licensee shall not sell or supply liquor from the Licensed Area without first obtaining consent of the Licensor, which may be withheld in the absolute discretion of the Licensor.

7.5 Sale of Food

The Licensee shall only sell food within the Licensed Area if the Licensor's consent is first obtained and then only in accordance with the *Food Act 2008* and any other relevant written laws that may be in force from time to time.

7.6 No pollution

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

7.7 No breach of copyright

The Licensee shall not do any act, nor authorise or permit any person to do any act, that constitutes a breach or infringement of copyright under the *Copyright Act 1968* (Cth).

8. Outgoings

Not used

9. Alterations

The Licensee shall not:

- (a) make or cause, suffer or permit to be placed upon the Licensed Area any improvements, alterations, buildings, structures or other fixtures, fittings or equipment of any kind whatsoever; or
- (b) carry out any modifications or alterations whatsoever to the Licensed Area,

unless the Licensee has first obtained the prior written approval of the Licensor (which is granted at the absolute discretion of the Licensor and may be subject to such conditions as the Licensor deems fit) and all necessary approvals, licences and permits required by law have been obtained.

10. Entry and inspection of Licensed Area

The Licensee must permit the Licensor to enter the Licensed Area at any reasonable time during the Permitted Hours of Use to inspect and view the area, to carry out any maintenance work or to rectify any breach of the conditions of this Licence.

11. Signs & advertising

The Licensee shall not affix or exhibit or permit to be affixed or exhibited in or upon any part of the Licensed Area any placard, signboard, neon sign or other advertisement unless the Licensee has first obtained the prior written approval of the Licensor (which is granted at the absolute discretion of the Licensor and may be subject to such conditions as the Licensor deems fit).

12. Compliance with statutes

The Licensee shall:

- (a) comply promptly with all written laws from time to time in force relating to the Licensed Area;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any written law for the Permitted Use to be undertaken on the Licensed Area;
- (c) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Licensee's use of the Licensed Area; and
- (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 within the Licensed Area.

13. Maintenance and cleaning of Licensed Area

13.1 General Maintenance

- (1) The Licensee AGREES during the Term and for so long as the Licensee continues to use the Licensed Area to:
 - (a) maintain, replace, repair, clean and keep the Licensed Area (which for the avoidance of doubt includes the Licensor's and Licensee's fixtures and fittings) clean and in Good Repair having regard to the age of the Licensed Area at the Commencement Date PROVIDED THAT this subclause shall not impose on the Licensee any obligation:
 - (i) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any action or omission of or on the part of the Licensee or an Authorised Person or the Licensee's insurances are invalidated by any act, neglect or default by the Licensee or an Authorised Person; and
 - (ii) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any action or omission of or on the part of the Licensee or an Authorised Person, or by the Licensee's particular use or occupancy of the Licensed Area;
- (2) In discharging the obligations imposed on the Licensee under this subclause, the Licensee shall where installing, maintaining, replacing or repairing:
 - (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures; and

(d) any gas fittings and fixtures, in or on the Licensed Area,

use only licensed trades persons, or such trades persons as may be approved by the Licensor and notified to the Licensee, which approval shall not be unreasonably withheld.

13.2 Cleaning

(1) The Licensee must keep the Licensed Area clean, tidy and free from rubbish at all times. The Licensee shall pay any costs, fees or charges incurred for cleaning of the Licensed Area.

14. Heritage Protection

Not Used.

15. Damage to Licensed Area or Common Areas

(1) The Licensor and the Licensee AGREE that:

- (a) it is the responsibility of the Licensee to repair, rehabilitate and make good any damage to the Licensed Area or the Common Areas, including but not limited to damage to any fixtures or fittings of the Licensor, caused by or arising out of or in relation to or incidental to the use of the Licensed Area by the Licensee or any Authorised Person or resulting from an act or omission of the Licensee or any Authorised Person;
- (b) the Licensee shall be responsible for the cost of any of the repairs, rehabilitation or making good of damage referred to in sub-clause (a); and
- (c) the Licensee must pay to the Licensor the costs of any repair, rehabilitation or making good of damage to the Licensed Area or the Common Areas within 30 days of receipt of a written demand for such payment being made by the Licensor.

16. Not to cause nuisance

The Licensee must not and must not suffer or permit a person to do or carry out on the Licensed Area anything which causes a nuisance, damage or disturbance to the Licensor, other users of the Licensed Area or the Land, or to owners or occupiers of adjoining properties.

17. Indemnity

The Licensee agrees to indemnify and keep indemnified the Licensor and the Minister for Lands, and all officers, servants and agents of the Licensor and the Minister for Lands:

- (a) from and against the destruction of or damage to any property of the Licensor or any person; and
- (b) from and against all actions claims, costs and demands in respect of loss or damage to property or death or injury of any nature and however and wherever sustained,

caused by or arising out of or in relation to or incidental to the use of the Licensed Area by the Licensee or any Authorised Person or resulting from an act or omission of the Licensee or any Authorised Person BUT the Licensee shall not be responsible for any loss or damage which is caused by the negligence of the Licensor or its servants, agents, contractors or invitees.

18. Insurance

18.1 Insurance required

The Licensee must effect and maintain with insurers approved by the Licensor (noting the Licensor's and the Licensee's respective rights and interest in the Licensed Area) for the time being:

- (a) adequate public liability insurance for a sum not less than twenty million dollars (\$20,000,000) in respect of any one claim or such greater amount as the Licensor may from time to time reasonably require; and
- (b) where the Licensor so requires, insurance to cover the Licensee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Licensee can and does ordinarily insure in their full replacement value, and loss from theft or burglary.

18.2 Maintain insurance

The Licensee shall not cancel any policy of insurance referred to in sub-clause (1) and in the event of such cancellation this Licence shall terminate immediately and the Licensee shall have no claim against the Licensor for any loss suffered as a result of such termination.

18.3 Details and receipts

The Licensee shall produce copies of the certificates of currency or receipts confirming the currency of any policy or policies of insurance within seven (7) days of being provided with a written request by the Licensor to do so.

19. Not to void insurance

The Licensee agrees with the Licensor not to at any time during the Term, commit, or suffer to be done any act, matter or thing upon the Licensed Area whereby any insurance which may at any time have been effected in respect of the Licensed Area or any part thereof may be vitiated or rendered void or voidable.

20. No assignment without consent of Licensor or Minister for Lands

The Licensee agrees that it shall not encumber, assign, sub-licence or part with the possession or benefit of this Licence or the Licensed Area or any part of the Licensed Area without first obtaining the prior written consent of the Licensor and the Minister for Lands, which consent the Licensor or the Minister for Lands may withhold in their absolute discretion.

21. Report to Licensor

The Licensee must immediately report to the Licensor:

- (a) any act of vandalism which occurs on or near the Licensed Area;
- (b) any occurrence or circumstances in or near the Licensed Area, of which it becomes aware, which might reasonably be expected to cause, in or on the Licensed Area, pollution of or damage to the environment; and
- (c) all notices, orders and summonses received by the Licensee and which affect the Licensed and immediately give them to the Licensor.

22. No right of exclusive possession

The Licensee acknowledges that this Licence is non-exclusive and does not convey any right of exclusive possession over the Licensed Area to the Licensee and the Licensee AGREES that it shall not interfere with the use of the Licensed Area by any other person authorised by the Licensor or otherwise entitled at law to access or use the Licensed Area.

23. Further term

If at the date of expiration of the Term:

- (a) there is no outstanding breach of this Licence by the Licensee; and
- (b) the Licensee's conduct of its business activities is otherwise to the satisfaction of the Chief Executive Officer of the Licensor,

the Licensor may grant to the Licensee a further licence of the Licensed Area for a Further Term specified in **Item 3** of the Schedule upon and subject to the same terms, covenants and conditions as are contained or implied in this Licence except this **clause 23** in respect of any Further Term previously taken or the subject of the present exercise.

24. Default

The Licensor and the Licensee AGREE that:

- (a) if the Licence Fee or any part thereof shall be in arrears after the date specified for payment for a period of thirty (30) days after notice specifying such default shall have been served on the Licensee; or
- (b) any covenant, term or condition on the part of the Licensee herein contained or implied shall not be punctually and effectually performed or observed and such default shall continue for a period of thirty (30) days after a notice specifying such default shall have been served on the Licensee,

then in any of the said cases it shall be lawful for the Licensor at any time thereafter by notice in writing to the Licensee to terminate the Licence hereby granted. Upon receipt of such notice by the Licensee the Licence hereby granted shall terminate, but without prejudice to the right of action of the Licensor for arrears of the Licence Fee or damages for breach of any other covenant. Upon such termination the parties acknowledge that the Licensee shall not be entitled to any refund of the Licence Fee, in respect of any unexpired portion of the Term.

25. Termination of management order

The parties ACKNOWLEDGE that:

- (a) the Licence will automatically terminate if the management order that the Licensor holds the Land under is revoked; and
- (b) if the Licence is terminated in accordance with sub-clause (a) of this clause the Licensee will not be entitled to any form of compensation or damages as a result of the termination.

26. Removal of Licensee's improvements

The Licensee AGREES with the Licensor that:

- (a) at the expiration or sooner determination of this Licence, it shall at its cost remove from the Licensed Area any alterations, additions or improvements to the Licensed Area installed by the Licensee, unless otherwise approved in writing by the Licensor; and
- (b) in the event the Licensee does not remove from the Licensed Area any alterations, additions or improvements to the Licensed Area installed by the Licensee within one month of the expiration or sooner determination of this Licence the Licensor may remove any alterations, additions or improvements installed by the Licensee and the costs of carrying out such removal shall be a liquidated debt recoverable from the Licensee by the Licensor in a Court of competent jurisdiction.

27. Rights rest in contract only

The Licensee ACKNOWLEDGES that the rights hereby conferred rest in contract only and nothing herein contained or implied shall be construed as granting or shall be deemed to grant to the Licensee any estate or interest in the Licensed Area.

28. Yielding up at expiration of term

The Licensee AGREES with the Licensor that at the end or sooner termination of the Term of the Licence it shall leave the Licensed Area in a condition consistent with the provisions of this Licence.

29. No warranty

The Licensor gives no warranty:

- (a) as to the suitability or otherwise of the Licensed Area for the Permitted Use; or
- (b) that the Licensor will issue any consents, approvals, authorities, permits or licences required by the Licensee under any statute for its use of the Licensed Area.

30. No fetter

Notwithstanding any other provision of this Licence, the Licensee ACKNOWLEDGES that the Licensor is a local government established by the *Local Government Act 1995* (WA), and in that capacity, the Licensor may be obliged to determine applications for approvals having regard to statutes governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Licensor shall not be taken to be in default under this Licence by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Licence fetter the Licensor in performing its statutory obligations or exercising any discretion.

31. Notice

31.1 Form of Delivery

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

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

31.2 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 31.1(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 31.1(b)**, on the fourth business day following the date of posting of the Notice.

32. 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 or an authorised officer;
- (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.

33. Severance

If any part of this Licence is or becomes void or unenforceable, that part is or will be severed from this Licence 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.

34. 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 Licence.

35. Dispute resolution

The parties agree that any dispute between the Licensee and the Licensor in regard to anything arising from this Licence shall:

- (a) be addressed in the first instance by a meeting between representatives of the Licensee, appointed for that purpose, and the officer of the Licensor responsible for administering the Reserve or the Licensed Area; and
- (b) if the dispute cannot be resolved in a manner that is satisfactory to both parties through such a meeting, the Licensee agrees that the CEO of the Licensor will have the power to make a final determination in resolution of the dispute, but only after giving due consideration to all of the matters discussed at the meeting referred to in sub-clause (a) of this clause and setting out in writing the reasons for his or her decision.

36. Variation

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

37. Payment of interest

Not applicable.

38. Costs

The Licensee must pay to the Licensor on demand:

- (a) all costs, reasonable legal fees, disbursements and payments incurred by or for which the Licensor is liable in connection with or incidental to:
 - (i) any breach of covenant by the Licensee or an Authorised Person; and
 - (ii) any work done at the Licensee's request which the Licensor is not responsible for under the terms of this Licence.

39. Governing law

This Licence 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.

40. Additional terms covenants and conditions

Each of the terms, covenants and conditions (if any) specified in **Item 8** of the Schedule shall be deemed part of this Licence and shall be binding upon the Licensor and Licensee as if incorporated in the body of this Licence.

41. Interpretation

In this Licence, unless expressed to the contrary:

- (a) Words importing:
 - (i) the singular include the plural;
 - (ii) the plural include the singular; and
 - (iii) any gender includes each gender;
- (b) A reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a 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;
 - (iv) a statute, includes an ordinance, code, regulation, award, local planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made

under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;

- (v) a right includes a benefit, remedy, discretion, authority or power;
- (vi) 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;
- (vii) this Licence or provisions of this Licence or any other deed, agreement, instrument or contract includes a reference to:
 - (A) both express and implied provisions; and
 - (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (viii) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (ix) anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- (c) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Licence;
- (d) The covenants and obligations on the part of the Licensee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by any officer, workmen, servants, agents, contractors, licensees, invitees, assignees or persons authorised by the Licensee; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) Except in the Schedule, headings do not affect the interpretation of this Licence;
- (f) If a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.
- (g) The Schedule and Annexures (if any) form part of the Licence.

42. Definitions

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

Amounts Payable means the Licence Fee and any other money payable by the Licensee under this Licence;

Authorised Person means an agent, employee, invitee or sub-licensee of the Licensee;

Chief Executive Officer means the Chief Executive Officer of the Licensor or any person authorized to act on his or her behalf;

Commencement Date means the date upon which the Term commences as stipulated in Item 3 of the Schedule;

Common Areas means all those parts of the Land not leased to any lessee or licensed to any licensee and intended for use by the lessees or licensees of the Land and their invitees in common with each other including all parking areas roads walkways malls corridors passageways stairways elevators toilets and washrooms in on or about the Land;

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

GST means a tax under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any legislation substituted for, replacing or amending that Act, levied on a supply including but not limited to the Licence Fee or other money payable to the Licensor for goods or services or property or any other thing under this Licence;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Licensor'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;

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

Licence Fee means the fee specified in **Item 5** of the Schedule;

Licensed Area means the Licensed Area described in **Item 2** of the Schedule;

Management Order means the management order pursuant to which the Licensor was vested with care, control and management of the Land by the Minister for Lands for the purpose of Public Recreation;

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

Party means the Licensor or the Licensee according to the context;

Permitted Use means the use set out in **Item 7** of the Schedule;

Schedule means the Schedule to this Licence, unless otherwise stipulated;

Scout Association means the First Leeuwin Sea Scouts being part of The Scout Association of Australia, Western Australian Branch (Incorporated);

Supply means a good or service or any other thing supplied by the Licensor under this Licence and includes but is not limited to a grant of a right to possession of the Licensed Area; and

Term means the term stipulated in **Item 3** of the Schedule and, where the context permits, includes any further term.

Schedule

Item 1 Land

Reserve 28785 being Lot 8192 on Deposited Plan 172085 and being the whole of the land comprised in Crown Land Title Volume LR3004 Folio 859

Item 2 Licensed Area

That portion of the Land as depicted on the plan annexed hereto as **Annexure A**, but excluding:

- (a) the Scout Hall; and
- (b) that portion of the Boat Shed allocated for use of the Scout Association as depicted in the Boat Shed Plan annexed as **Annexure B**.

Item 3 Term

Ten (10) months commencing on 1 September 2020 and expiring on 30 June 2021

Item 4 Permitted Hours of Use

Monday	16:00 – 18:30	Shed Hurricane (training)
Tuesday	16:00 – 21:00	Shed Hurricane (training and BBQ) (no toilet access 15:30 – 18:00)
Thursday	15:30 – 19:30	Shed Hurricane (training) (no toilet access 17:30 – 19:30)
Saturday	07:30 – 10:00	Shed Hurricane (training)
Sunday	07:30 – 10:30	Shed Hurricane (training)

The Licensee may access the shed for up to an additional 3 hours per day for occasional use, on the proviso that club activities do not adversely impact the use of the shed by the Scouts during their prescribed times that are detailed below:

Tuesday	15:00 – 18:00	Hall, shed access	Joeys
Thursday	17:00 – 20:00	Hall, shed access	Cubs
Friday	18:00 – 21:30	Hall, shed access	Venturers
Saturday	12:00 – 18:00	Hall, shed access	Cubs / Scouts / Venturers / Rovers

Should the Licensor receive complaints that the Permitted Hours of Use have been exceeded, the Licensee, upon request, is required to provide the Licensor with an audit log of when members have accessed the building. The Licensor reserves the right to revoke its permission for the occasional use of 3 hours per day outside of scheduled training activities by providing 7 days' notice in writing.

If the Licensee requires access to the Shed outside of the Permitted Hours of Use above (i.e. for significant events) they will be required to submit a casual hire form to the Licensor at least 3 days prior to the required time. Approval will only be granted if the booking does not conflict with the enjoyment of other users. The terms and conditions of this Licence shall apply to any use on a casual hire basis outside of the Permitted Hours of Use.

Additional hours will not be charged provided that a maximum of 30 hours of casual hire use is not exceeded during the Term. Any additional hours will require a casual hire form to be submitted.

Item 5 Licence Fee

Licence Fee: \$1,560 per annum

Manner of Payment: \$30.00 per week, paid monthly in arrears (01/09/2020 – 30/06/2021) commencing on 30 September 2020.

The Licence Fee is inclusive of all outgoings and utilities

Item 6 Licence Fee Review

Not applicable

Item 7 Permitted Use

Boat Shed

Item 8 Additional terms, covenants and conditions

- **Installation of padlocks:**
Licensee is to install padlocks in the following locations:
Wardroom
 - Boatshed Side Door Entry
- **Asset Register**
The Licensee is required to provide an asset register of all personal items with details of insurance coverage for both Contents and Public Liability prior to the commencement of the Licence. This asset register is required for insurance purposes.
- **Hire of Facility**
The Licensee is not to hire the facility to other users as the Licensor will be managing bookings for the Licensed Area for other community use.
- **Car Park**
Temporary permission is granted for the Licensee's trailer to remain within the car park.
- **Riverside Area**
The Riverside Area in front of the Hall and Boat Shed as depicted in the plan annexed as **Annexure A** is not to be used for permanent storage of any items, nor are any permanent structures to be placed between the building and the path/river.
- **Parkside Area**
Whilst the Parkside Area on the parkside of the Hall as depicted in the plan annexed as **Annexure A** should not be used for permanent storage up to three long boats may be placed here temporarily by the Licensee, under cover between the building and the palm tree.
- **Maintenance**
The Licensee is to provide Maintenance Request information to the Licensor using the Town of East Fremantle's Maintenance Request Form.

- **Pre-entry Inspection Report**

The Licensee and Licensor shall jointly undertake a building inspection report prior to the commencement of the Licence.

- **Hazardous/Flammable Materials**

Flammable and/or hazardous materials must be stored in a locker compliant with Australian Standards. The Licensee is required to maintain a Material Data Safety Sheet and provide a copy to the Licensor.

- **Acknowledgement**

The Licensee acknowledges and agrees that any use of any portion of the Land outside of the designated boundary of the Licensed Area is subject to:

- (a) the further approval of the Licensor; and
- (b) the terms and conditions of this Licence including but not limited to clause 17 (Indemnity).

Signing page

EXECUTED by the parties as a Deed on the _____ day of _____ 2020

THE COMMON SEAL of the **TOWN OF EAST FREMANTLE** was hereunto affixed in the presence of:

Mayor

(Print Full Name)

Chief Executive Officer

(Print Full Name)

THE COMMON SEAL of THE HURRICANE DRAGON BOAT AND OUTRIGGER CANOE CLUB INC ("Association") was hereunto affixed pursuant to the constitution of the Association in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or her holds the office in the Association indicated under his or her name:-

OFFICE HOLDER SIGN

OFFICE HOLDER SIGN

Office held

Office Held

Full Name

Full Name

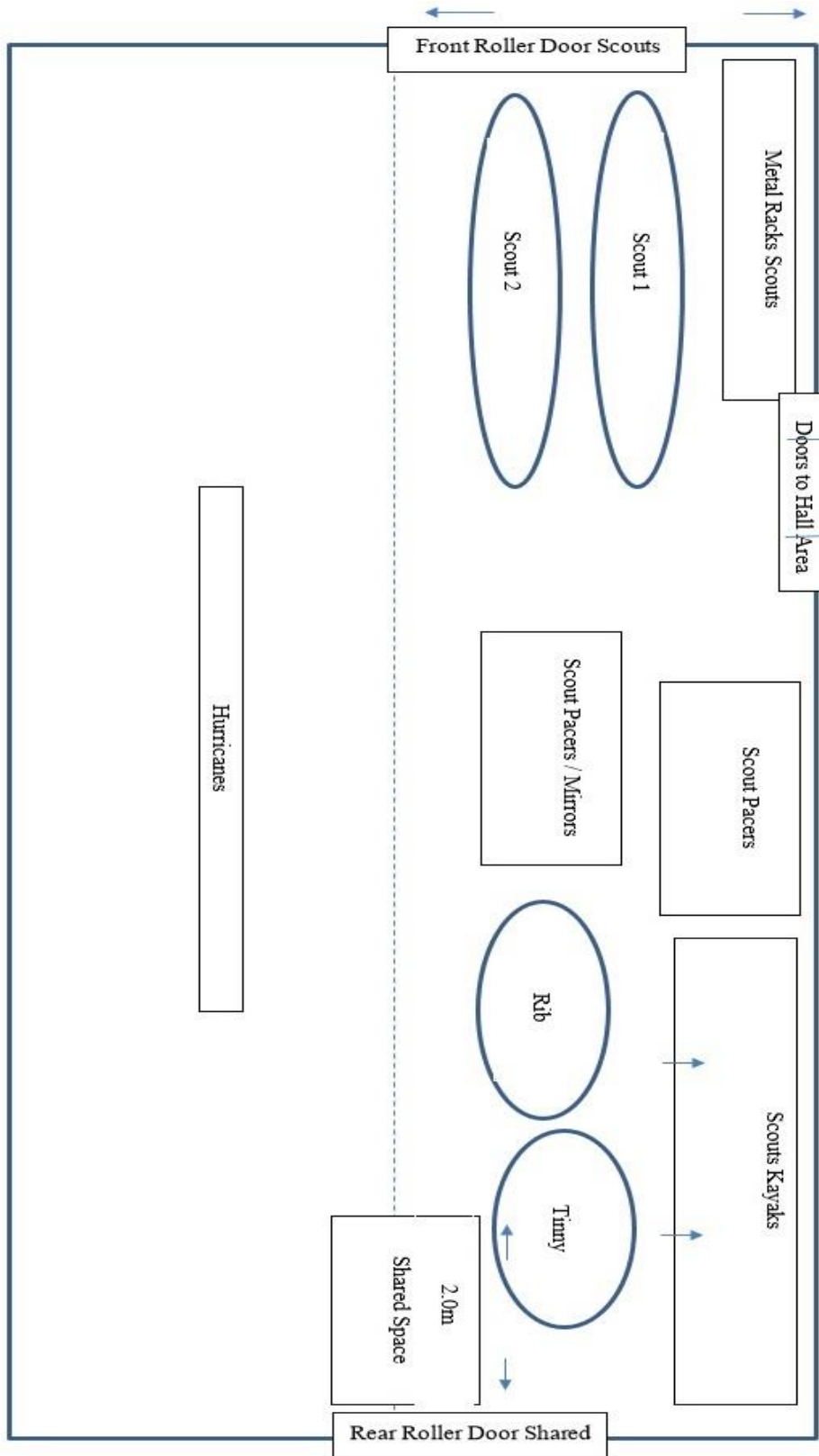
Address:

Address:

Annexure A – Plan of Licensed Area



Annexure B – Boat Shed Plan



Annexure C – Minister of Land's approval



Department of **Planning,
Lands and Heritage**

Land Use Management

Case 2002423
Our ref: File 02766-1967, IDA11085072.
Enquiries: Kevin Harrison, ph 97910860
Fax: 6552 4417

30th September 2020

McLeods Barristers & Solicitors
Stirling Law Chambers
220 Stirling Highway
Claremont WA 6010

Email only dnicholson@mcleods.com.au

Dear *David*

**Section 18 Ministers Consent for proposed Licence over portion of Reserve 28785,
Town of East Fremantle between Hurricane Dragon Boat and Outrigger Canoe Club**

Thank you for your recent correspondence regarding permission to Licence portion of Reserve 28785 which is set aside for the purpose of Public Recreation and managed by the Town of East Fremantle with power to lease for any term not exceeding 21 years subject to the consent of the Minister for Lands.

In accordance with section 18 of the *Land Administration Act 1997* (LAA) approval from the Minister for Lands is granted to the proposed Licence provided to the Department of Planning, Lands and Heritage (DPLH) by email dated 25th September 2020 on the condition that the final document executed by the parties is on the same terms as that provided to DPLH with that email. If the final document executed by the parties is not on the approved terms, then it may be void under section 18 LAA.

Please note that this approval is for the purposes of section 18 LAA only and does not constitute an endorsement as to the terms and effect of the document. DPLH cannot provide any advice in respect of the Licence and recommends that each party obtain their own independent advice as to their rights and obligations under the Licence.

Should you have any enquiries please do not hesitate to contact me on any of the above details.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'K. Harrison'.

Kevin Harrison
Senior Land Officer
Case Delivery

Gordon Stephenson House, 140 William Street Perth Western Australia 6000 Locked Bag 2506, Perth Western Australia 6001
Telephone (08) 6552 4400 Facsimile (08) 6552 4417 Freecall: 1800 735 784 (Country only)
Email: info@lands.wa.gov.au Website: www.lands.wa.gov.au
ABN: 68 565 723 484

13. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

13.1 Cr M McPhail - Inclusion of Indigenous Country Names

"That Council submits a request to the South Metropolitan Zone calling on WALGA to support the inclusion of indigenous country names as part of Australia's official address standard, and to advocate this position to Australia Post and other relevant bodies."

Background

The article that prompted Cr McPhail's motion: <https://www.abc.net.au/news/2020-09-10/push-for-indigenous-place-names-in-addresses/12645756>

Comment – Cr M McPhail

The logic behind this is it's a low impact way of acknowledging and frequently reminding the community about Aboriginal traditional ownership of our land. Adding another line to postal addresses is a low impact way of frequently raising awareness and starting conversations about Aboriginal traditional ownership. Importantly, it's a very soft way of initiating conversations that might lead to increasing awareness of and support for more widespread dual place naming.

I'm asking WALGA to consider the item (i.e. it's not an item for the Town's consideration and action), so I expect it be considered as part of their reconciliation process and plan. I'm asking for Council's support for this to be sent to the South Metro Zone for their discussion, and should they wish, this being sent to WALGA state council for their consideration.

13.2 Cr C Collinson – New Fremantle Traffic Bridge

"That Council

- (1) express its concern to Main Roads WA in relation to the proposed design and location of the new Fremantle Traffic Bridge.*
- (2) formally request a briefing be provided by Main Roads WA on the rationale behind the new Fremantle Traffic Bridge's design and location.*
- (3) offers its assistance to work with the City of Fremantle to explore other opportunities for a more desirable outcome for the new Fremantle Traffic Bridge."*

Comment – Cr Collinson

Widespread community concern regarding:

- lack of consultation
- the proposed location of the new bridge directing traffic into North Fremantle
- the design not being bicycle friendly

Project Update August 2020

- Jointly funded by Federal and State Governments, \$230 million committed to the project which will replace the Fremantle Traffic Bridge.
- The project includes a new passenger rail bridge, which will separate freight and passenger rail lines and a new principal shared path for pedestrians and cyclist, connecting North Fremantle Station, over Tydeman Road to the new bridge and across the river.

- The broad bridge alignments have been confirmed. However, the design aspects will continue to be subject to detailed analysis, stakeholder engagement and engineering investigations.
- Construction is anticipated to begin in late 2021 with completion scheduled two years later.

City of Fremantle at their meeting on 23 September resolved that:

“Council supports the community calls for a pause in the current Main Roads WA design and procurement process to enable a proper and meaningful community engagement process on a range of options for the Swan River Crossings Project by State Government.”

14. **NOTICE OF MOTION FOR CONSIDERATION AT THE NEXT MEETING**
15. **QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN**
16. **NEW BUSINESS OF AN URGENT NATURE**
17. **MATTERS BEHIND CLOSED DOORS**
18. **CLOSURE**