



AGENDA

Council Meeting

Tuesday, 17 August 2021 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.

Persons should be aware that the provisions of the Local Government Act 1995 (section 5.25 (e)) establish procedures for revocation or rescission of a Council decision. No person should rely on the decisions made by Council until formal advice of the Council decision is received by that person.

The Town of East Fremantle expressly disclaims liability for any loss or damage suffered by any person as a result of relying on or acting on the basis of any resolution of Council, or any advice or information provided by a member or officer, or the content of any discussion occurring, during the course of the Council 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, 17 August 2021 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. ANNOUNCEMENT TO GALLERY**
"Members of the gallery are advised that no Council decision from tonight's meeting will be communicated or implemented until 12 noon on the first clear working day after this meeting, unless Council, by resolution carried at this meeting, requested the CEO to take immediate action to implement the decision."
 - 4. RECORD OF ATTENDANCE**
 - 4.1 Attendance**
 - 4.2 Apologies**
 - 4.3 Approved**
 - 5. DISCLOSURES OF INTEREST**
 - 5.1 Financial**
 - 5.2 Proximity**
 - 5.3 Impartiality**
 - 6. PUBLIC QUESTION TIME**
 - 6.1 Responses to previous questions from members of the public taken on notice**
Nil.
 - 6.2 Public Question Time**
 - 7. PRESENTATIONS/DEPUTATIONS**
 - 7.1 Presentations**
Nil.
-

7.2 Deputations

8. APPLICATIONS FOR LEAVE OF ABSENCE

9. CONFIRMATION OF MINUTES OF PREVIOUS MEETING

9.1 Meeting of Council (20 July 2021)

9.1 OFFICER RECOMMENDATION

That the minutes of the Ordinary meeting of Council held on Tuesday, 20 July 2021 be confirmed as a true and correct record of proceedings.

10. ANNOUNCEMENTS BY THE PRESIDING MEMBER

11. UNRESOLVED BUSINESS FROM PREVIOUS MEETINGS

Nil.

12. REPORTS AND RECOMMENDATIONS OF COMMITTEES

12.1 Town Planning Committee Meeting (3 August 2021)

File ref	C/MTP1
Prepared by	Andrew Malone, Executive Manager Regulatory Services
Supervised by	Gary Tuffin, Chief Executive Officer
Meeting Date:	17 August 2021
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	1. Town Planning Committee Minutes 3 August 2021

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 3 August 2021, exercised its delegation in three statutory development applications where at least four members voted in favour of the Reporting Officer's recommendation.

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.

12.1 COMMITTEE RECOMMENDATION

That the unconfirmed Minutes of the Town Planning Committee Meeting, held on 3 August 2021 be received.

TOWN OF
EAST FREMANTLE



MINUTES

Town Planning Committee

Tuesday, 3 August 2021 at 6.30pm

Disclaimer

The purpose of this Committee meeting is to discuss and, where possible, make resolutions about items appearing on the agenda.

Whilst the Committee 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.

Persons should be aware that the provisions of the Local Government Act 1995 (section 5.25 (e)) establish procedures for revocation or rescission of a Committee decision. No person should rely on the decisions made by the Committee until formal advice of the Committee decision is received by that person.

The Town of East Fremantle expressly disclaims liability for any loss or damage suffered by any person as a result of relying on or acting on the basis of any resolution of the Committee, or any advice or information provided by a member or officer, or the content of any discussion occurring, during the course of the Committee meeting.

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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, 3 AUGUST 2021.

1. DECLARATION OF OPENING OF MEETING/ANNOUNCEMENTS OF VISITORS

Presiding member opened the meeting at 6.30 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. ANNOUNCEMENT TO GALLERY

"Members of the gallery are advised that no Committee decision from tonight's meeting will be communicated or implemented until 12 noon on the first clear working day after this meeting."

4. RECORD OF ATTENDANCE

4.1 Attendance

The following members were in attendance:

Cr C Collinson	Presiding Member
Mayor J O'Neill	
Cr J Harrington	
Cr A Natale	
Cr D Nardi	
Cr A Watkins	

The following staff were in attendance:

A Malone	Executive Manager Regulatory Services
K Culkin	Minutes Secretary

There were eight members of the public in the gallery.

4.2 Apologies

Nil

4.3 Leave of Absence

Nil

5. MEMORANDUM OF OUTSTANDING BUSINESS

Nil

6. DISCLOSURES OF INTEREST

Nil

6.1 Financial

Nil

6.2 Proximity

Nil

6.3 Impartiality
Nil

7. PUBLIC QUESTION TIME

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

7.2 Public Question Time

7.2.1 Dr Andrew Tandy submitted the following question:

“Isn't it time to develop an East Fremantle Housing Design Statement for consideration and guidance by potential building applicants?”

The Executive Manager Regulatory Services, advised that the Town had engaged a heritage consultant to develop Precinct Plans over certain areas that will provide heritage overlays, reviewing the characteristics of each area and placing development requirements on properties within each area.

8. PRESENTATIONS/DEPUTATIONS

8.1 Presentations
Nil

8.2 Deputations
Nil

9. CONFIRMATION OF MINUTES OF PREVIOUS MEETING

9.1 Town Planning Committee (6 July 2021)

9.1 OFFICER RECOMMENDATION

Moved Cr Nardi, seconded Cr Harrington

That the minutes of the Town Planning Committee meeting held on Tuesday, 6 July 2021 be confirmed as a true and correct record of proceedings.

(CARRIED UNANIMOUSLY)

10. ANNOUNCEMENTS BY THE PRESIDING MEMBER
Nil

11. REPORTS OF COMMITTEES

11.1 Community Design Advisory Committee (5 July 2021)

Prepared by: Andrew Malone, Executive Manager Regulatory Services

Supervised by: Gary Tuffin, Chief Executive Officer

Authority/Discretion: Town Planning Committee

Attachments: 1. Minutes of the Community Design Advisory Committee meeting held on 5 July 2021

PURPOSE

To submit the minutes of the Community Design Advisory Committee meeting held on the 5 July 2021 for receipt by the Town Planning Committee.

EXECUTIVE SUMMARY

The Committee, at its meeting held on 5 July 2021, provided comment on planning applications listed for consideration at the September 2021 Town Planning Committee meeting and other applications to be considered in the future. Comments relating to applications have been replicated and addressed in the individual reports.

There is no further action other than to receive the minutes.

11.1 OFFICER RECOMMENDATION

Moved Cr Natale, seconded Cr Nardi

That the Minutes of the Community Design Advisory Committee meeting held on 5 July 2021 be received.

(CARRIED UNANIMOUSLY)

12. REPORTS OF OFFICERS (COMMITTEE DELEGATION)

12.1 Philip Street No 18 (Lot 1) Proposed two storey dwelling

Owner	Antonio & Concettina Lenzo
Applicant	Contemporary Design and Construction Pty Ltd
File ref	P31/21
Prepared by	James Bannerman Planning Officer
Supervised by	Andrew Malone, Executive Manager Regulatory Services
Meeting date	3 August 2021
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	<ol style="list-style-type: none">1. Location plan and advertising2. Site photos3. Plans date stamped 12 July 20214. Community consultation checklist

Purpose

The purpose of this report is for Council to consider a development application for a new double storey dwelling on a survey strata lot at No 18 (Lot 1) Philip Street, East Fremantle.

Executive Summary

This development application proposes a new double storey dwelling on a front vacant survey strata lot at 18 Philip Street. The dwelling comprises a double garage, 4 bedrooms, 3 bathrooms and 2 living areas, as well as a balcony, large alfresco and a swimming pool. Four variations are requested to the requirements of the Residential Design Codes and one variation is required to the Residential Design Guidelines.

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

- (i) Clause 5.1.3 – Residential Design Codes – Lot Boundary Setbacks – Western Wall – Garage – 1m required, 0m provided
- (ii) Clause 5.1.3 – Residential Design Codes – Lot Boundary Setbacks – Western Wall – Upper Storey - 2.2m required, 1.5m provided
- (iii) Clause 5.3.7 – Residential Design Codes – Fill – maximum of 0.5m required, greater than 0.5m provided
- (iv) Clause 5.4.1 – Visual Privacy – 7.5m required, less than 7.5m provided
- (v) Clause 3.7.17.4.1.3 – Residential Design Guidelines – Wall Height – 5.6m required, 8.1m provided

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

Background

Zoning: Residential R17.5

Site area: 475m²

Heritage: N/A

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

Consultation

Advertising

The application was advertised to surrounding landowners from 29 April to 14 May 2021. Four submissions were received and are included below.

Submission	Applicant Response	Officer Response
<p>Submission 1 To the Planning Department at the Town of East Fremantle With receipt of the drawings provided I have assessed the drawings and the main concerns I have are overlooking, height & bulk & scale and how they are going to affect the amenity of our home.</p> <p>1. Overlooking - the first floor balcony is setback approximately 5500mm & not 7500mm to my adjoining boundary and the 1000mm high frameless glass balustrade is insufficient screening to avoid overlooking into my backyard and pool. I am aware that anything built more than 500mm above natural ground level has to demonstrate sufficient screen to avoid overlooking into neighbouring properties and this has not been evident on the plans provided. I would like the applicant to address this to avoid overlooking into my property.</p> <p>2. Height - the East facing first floor wall has a noted wall height of approximately RL: 41.855 to the underside of the eave at the north east corner and the natural ground level below is RL:33.37 making the wall height facing east 8.485m which is well over the allowable height set out in Table 3 category B of the R-Codes and it also fails to meet the requirements of Building Heights 5.1.6 of the R-Codes. This is a big issue for our property as it will impact the amenity of our back yard and pool area with a huge amount of overshadowing being cast into our back yard. The height this development is exceeding is well over the allowable height of 7metres as stated in the R-Codes.</p> <p>3. Setback - With regards to the first floor setback to the boundary I note that the eastern wall of the first floor is approximately 15230mm long with major openings and has a wall height of 8485mm. The required setback for this wall to the boundary is 5500mm to the boundary. I expect that is the developer is to amend the plans to address the first two points I mentioned above then the wall height will be reduced and the</p>	<p>The applicant provided amended plans in response to issues brought up by the submitters and following discussions with the Town.</p>	<p>Amended plans show that all visual privacy setback requirements are met.</p> <p>Following discussions with the applicant the total height of the proposed building has been lowered to 8.1m in accordance with the height requirements of the Residential Design Guidelines. A 0.7m reduction in the side boundary setback has been requested as part of the proposed development. The Residential Design Codes does allow proponents to propose development that does not meet the deemed to comply requirements but rather achieves the design principles criteria of the Residential Design Codes.</p> <p>There will be no overshadowing in terms of the formal method of calculating overshadowing in accordance with the Residential Design Codes; the property does not overshadow the neighbouring property.</p>

<p>required setback to the boundary will be less.</p> <p>Whilst we encourage a development next door, we believe the proposed application is over developed for the site with little respect for the adjoining neighbours in terms of height, overlooking and bulk and scale. Considering there are design regulations in place through Local Town Planning Schemes and the R-Codes, we would like to see amended plans that addresses this based on those publications and our concerns outlined above, to ensure we can still enjoy the amenity of our property.</p>		
<p>Submission 2 I object to the proposal.</p> <p>1. Parapet walls.- The length of the parapet walls is completely keeping with codes however I believe the height could be an issue. Parapet walls are allowed to be a maximum height of 3.5m with an average across the length of the wall of 3m (from Natural Ground Level). The parapet to the boundary of 16 Philip St exceeds this limit given it is slightly higher than 3.5m at the height point of the Natural ground level and the ground tapers off meaning at the lowest point it is much higher than 3.5m and certainly does not average 3m.</p> <p>2. Overlooking - There are some slight intrusions into 16 Philip St from an overlooking point of view as displayed by the cone of visions on the site plan. This is from the balcony and sitting room window facing North.</p> <p>3. Wall lengths and heights -The upper floor isn't set back far enough from the boundary to my lot given its unbroken length and height. Currently it is set-back 1.5m from the boundary. It either needs to be broken up by a length of 4m to ensure the wall is not one continuous length or alternatively set further back according to the R-code requirements. - the wall needing to move 300-400mm further back.</p>	<p>The applicant provided amended plans in response to issues brought up by submissions and following discussions with the Town.</p>	<p>Visual privacy screening is to be included on the sitting room window facing east.</p> <p>The Residential Design Codes does allow proponents to propose development that does not meet the deemed to comply requirements but rather achieves the design principles criteria of the Residential Design Codes.</p>
<p>Submission 3 To the Planning Department at the Town of East Fremantle With receipt of the drawings provided I have assessed the drawings and the main concerns I have are overlooking, height & bulk & scale and how they are going to affect the amenity of our home.</p> <p>1. Overlooking - the first floor balcony is setback approximately 5500mm & not 7500mm to my adjoining boundary and the 1000mm high frameless glass balustrade is insufficient screening to avoid overlooking into my backyard and pool. I am aware that anything built more</p>	<p>The applicant provided amended plans in response to issues brought up by the submitters and following discussions with the Town.</p>	<p>This submission is identical to Submission 1. Read comments for Submission 1.</p>

<p>than 500mm above natural ground level has to demonstrate sufficient screen to avoid overlooking into neighbouring properties and this has not been evident on the plans provided. I would like the applicant to address this to avoid overlooking into my property.</p> <p>2. Height - the East facing first floor wall has a noted wall height of approximately RL: 41.855 to the underside of the eave at the north east corner and the natural ground level below is RL:33.37 making the wall height facing east 8.485m which is well over the allowable height set out in Table 3 category B of the R-Codes and it also fails to meet the requirements of Building Heights 5.1.6 of the R-Codes. This is a big issue for our property as it will impact the amenity of our back yard and pool area with a huge amount of overshadowing being cast into our back yard. The height this development is exceeding is well over the allowable height of 7metres as stated in the R-Codes.</p> <p>3. Setback - With regards to the first floor setback to the boundary I note that the eastern wall of the first floor is approximately 15230mm long with major openings and has a wall height of 8485mm. The required setback for this wall to the boundary is 5500mm to the boundary. I expect that is the developer is to amend the plans to address the first two points I mentioned above then the wall height will be reduced and the required setback to the boundary will be less.</p> <p>Whilst we encourage a development next door, we believe the proposed application is over developed for the site with little respect for the adjoining neighbours in terms of height, overlooking and bulk and scale. Considering there are design regulations in place through Local Town Planning Schemes and the R-Codes, we would like to see amended plans that addresses this based on those publications and our concerns outlined above, to ensure we can still enjoy the amenity of our property.</p>		
<p>Submission 4 I object to the proposal. We have several concerns regarding the proposed development of Lot 1 18 Philip St East Fremantle.</p> <p>1. Height - The Eastern facing wall has a height of RL:41.855 to the underside of the eave at the north east corner. The natural ground level at this point is RL:33.37. This makes the east facing wall 8.485 m which</p>	<p>The applicant provided amended plans in response to issues brought up by the submitters and following discussions with the Town.</p>	<p>The proposed development achieves the minimum open space requirement in excess of 50% as the common property driveway can be drawn on to add area to the total amount of open space in accordance with the Residential Design Codes. The open space as provided by the applicant is equal to 221.5m². Total open space is equal to this amount</p>

<p>is considerably higher than the allowable height set out in the building codes. The dwelling does not seem to account for the natural ground level which slopes downwards from south to north. The building is based on the ground level at the Southern facade rather than the mid-point of the slope of the land. We believe the ground at the southern facade needs to be dug out to ensure the height of the building meets building codes, as has been required at other recent developments on the northern side of Philip St, including number 20.</p> <p>2. Area of the building - We believe the area of the building does not meet code for the Richmond Hill precinct of East Fremantle. Our understanding is that a minimum of 50% of the plot area is landscaped. The site plan (A00) shows that only 46-6% of the plot area is landscaped.</p> <p>3. Overlooking - Although our property is not affected by overlooking with this proposal, we are concerned that the first floor balcony on the northern aspect significantly overlooks the backyard of 20 Philip St. Sufficient screening is not evident on the plans, which seem to only show a 1000mm high frameless glass balustrade. Although we are not against the proposal to develop the land at 18 Philip St, we believe the current plans do not meet regulation and will detract from the amenity of nearby houses and the street.</p>		<p>plus half the common property (63m²) which totals 284.5m². This represents 60% open space which exceeds the minimum amount that is required.</p> <p>Privacy screening and obscure windows have been utilised to ensure compliance with the visual privacy setbacks of the Residential Design Codes.</p>
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Community Design Advisory Committee (CDAC)

The application was referred to CDAC. The following comments were made.

(a) The overall built form merits;

- The Committee did not support the proposed design.
- The Committee considered there was limited articulation of the front and side walls of the proposal creating significant bulk and scale to Philip Street.
- The Committee noted the colour and materials utilised within the proposal should be varied to break up the bulk and scale of development.
- The Committee noted the potential for concerns about visual privacy from the rear balcony.

(b) The quality of architectural design including its impact upon the heritage significance of the place and its relationship to adjoining development.

- The Committee believed that as the proposal is a large double storey dwelling, there will be significant impacts on the character of the area, including the visual interpretation of the streetscape.
- The Committee felt that the design does not tie in with the streetscape.
- The Committee noted the proposal did not achieve good design principles.

- (c) *The relationship with and impact on the broader public realm and streetscape;*
- The Committee noted that proposal is unsympathetic to the streetscape.
- (d) *The impact on the character of the precinct, including its impact upon heritage structures, significant natural features and landmarks;*
- See above.
- (e) *The extent to which the proposal is designed to be resource efficient, climatically appropriate, responsive to climate change and a contribution to environmental sustainability;*
- No comment at this time.
- (f) *The demonstration of other qualities of best practice urban design including “Crime Prevention” Through Environmental Design performance, protection of important view corridors and lively civic places;*
- No comment at this time.

Officer Response

A number of issues were addressed by the applicant in response to comments from CDAC. The applicant has added timber to the front facade in an effort to soften the design. The design was lowered on the lot such that the maximum roof height was reduced to 8.1m above natural ground level. The visual privacy setback issues were addressed by adding visual privacy screening, obscure glazing and reducing balcony size.

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 2020 – 2030 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.

- 3.1.3 Plan for improved streetscapes.
- 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 within resource capabilities.
 - 3.3.2 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.
 - 4.1.3 Improve and protect the urban forest and tree canopy.
- 4.2 Enhance environmental values and sustainable natural resource use.
 - 4.2.1 Reduce waste through sustainable waste management practices, including effective community and business education.
- 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			
Western wall - garage	1m	0m	D
Western wall – ground floor – laundry, scullery, pantry	1.5m	1.5m	A

Northern wall – ground floor – pantry & kitchen	2m	7.145m	A
Alfresco	1.5m	3.045m	A
Eastern wall – ground floor	3m	4.8m	A
Western wall – upper storey	2.2m	1.5m	D
Sitting room	3m	7m	A
Balcony	1.3m	3.6m	A
Eastern wall – upper storey	2m (adjoins battleaxe lot leg)	1.5m	A
Open Space	50%	60%	A
Wall height	5.6m	8.1m	D
Roof height	8.1m	8.1m	A
Setback of Garage	4.5m	9m	A
Car Parking	2 car bays	2 car bays	A
Site Works	0.5m maximum	>0.5m	D
Visual Privacy	Balcony – northern boundary - 7.5m	<7.5m	D
	Balcony – 7.5m	7.5m - screening	A
	Sitting room – 6m	<6m screening	A
Overshadowing			N/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	A
3.7.5 Demolition	N/A
3.7.6 Construction of New Buildings	A
3.7.7 Building Setbacks and Orientation	A
3.7.8 Roof Form and Pitch	A
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	N/A
3.7.17.4.3 Fremantle Port Buffer Area	N/A
3.7.17.3 Garages and Carports	A

This development application proposes a new double storey dwelling on a vacant survey strata lot at 18 Philip Street. The lot faces the street and is surrounded by a front wall that complies with the visual permeability and height requirements for front fences in the Town. The dwelling comprises a double garage, 4 bedrooms, 3 bathrooms and 2 living areas, as well as a balcony, large alfresco and a swimming pool. It is noted that timber has been added to the front façade in alignment with the Town's Wood Encouragement Policy.

Four variations are requested to the requirements of the Residential Design Codes and one variation is required to the Residential Design Guidelines in relation to the following elements of the design; lot boundary setbacks (2 walls), fill in excess of 0.5m, visual privacy and wall height.

Lot Boundary Setbacks – Western Wall – Garage

The western wall of the garage is 5.97m long and 3.44m high without major openings. It is proposed to be built up to the western lot boundary. In accordance with the Residential Design Codes deemed to comply clause 5.1.3 C3.1 the western wall of the garage should be located a minimum of 1m from the boundary. The reduction in the lot boundary setback can be supported in accordance with design principles 5.1.3 P3.2 for the following reasons;

- Makes more effective use of the space,
- There is minimal impact from building bulk,
- Sunlight and ventilation to the building and open spaces on the site and adjoining properties is not impacted,
- No overlooking or loss of privacy from the reduced lot boundary setback,
- No significant adverse impact on the amenity of the adjoining property,
- Direct sun to major openings to habitable rooms and outdoor living areas for adjoining properties is not restricted, and
- Positively contributes to the prevailing or future development context and streetscape as outlined in the local planning framework.

The length of wall on the boundary is considered appropriate based on the above reasons and therefore is recommended to be supported.

Lot Boundary Setbacks – Western Wall – Upper Storey

The western wall of the garage is 18.2m long and 6.5m high without major openings. It is proposed to be 1.5m from the western lot boundary. In accordance with the Residential Design Codes deemed to comply clause 5.1.3 C3.1 the western wall should be located a minimum of 2.2m from the boundary. The reduction in the lot boundary setback can be supported in accordance with design principles 5.1.3 P3.2 for the following reasons;

- There is minimal impact from building bulk to adjoining neighbours,
- Sunlight and ventilation to the building and open spaces on the site and adjoining properties is not impacted, and
- There is no overlooking or loss of privacy from the reduced lot boundary setback.

There is sufficient setback from the boundary to enable ventilation around the building and the wall is adjacent to a building that is a similar height and with considerable length within 4 m of the shared boundary. The subject development has similar bulk and scale to the western property. The western property's laneway reduces the impact and there are no outdoor living areas within close proximity to the proposed wall. In this case there are no privacy issues as all windows on the western side are either obscure or highlight windows above 1.6m from finished floor level and therefore not considered major openings and do not present privacy issues.

Fill

The lot slopes down from the street towards the rear. As a result it is proposed to increase the height of the lot in excess of 0.5m to maintain a level site to build on. The finished floor level of the main living area is increased in height more than 0.5m but less than 1m. As the living area is located in the centre of the building it has minimal impact on the rest of the dwelling. In accordance with design principles 5.3.7 P7.2 the fill levels respect the natural ground levels at the lot boundary of the site and as viewed from the street.

Wall Height

In accordance with the Residential Design Guidelines acceptable development clause 3.7.17.4.1.3 A1.4 the maximum wall height to the top of the wall from natural ground level is required to be 5.6m whereas

in this case it is proposed to be 8.1m. Although the wall height exceeds the maximum allowable height the overall height of the dwelling is still a maximum of 8.1m. The location of the maximum wall height is on the eastern side of the lot and adjacent to the common property laneway meaning that the impact of the height is significantly minimised to surrounding properties because of the width of the laneway.

Visual Privacy – Northern Boundary - Balcony

Initially the proposal did not achieve the visual privacy requirements for the balcony, sitting room and a few windows. However, following discussion with the applicants it was agreed to have the design amended to ensure that sufficient visual privacy screening was provided to the neighbouring properties and obscure glazing provided to some windows. The balcony has achieved the minimum visual privacy setbacks to the neighbouring properties with the exception of the northern property which is also the subject of a simultaneous development application and has the same owners. In terms of visual privacy, the design achieves design principles 5.4.1 P1.1 for all boundaries with the exception of the northern boundary. In the case of overlooking beyond the northern boundary there is minimal direct overlooking of active habitable spaces and outdoor living areas of adjacent dwellings, and this is achieved through building design and layout. The balcony overlooks the roof of the garage, vehicle turning area and faces walls with minor openings along the upper storey of the neighbouring northern property. For this reason the reduced visual privacy setback can be supported.

Conclusion

Based on the preceding assessment the proposed development can be supported subject to conditions. The proposed variations are relatively minor and the applicant and owner have worked with the Town to reduce the impacts of the development on the neighbouring properties.

- Mr Gohil (neighbour) raised issues regarding the height of the skillion roof, the northern boundary wall and overlooking.
- Ms Celia Jones (neighbour) raised issues regarding similar to Mr Gohil, issues of building height, boundary setback and overlooking.

12.1 OFFICER RECOMMENDATION/COUNCIL RESOLUTION TP010821:

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 – Western Wall – Garage – 1m required, 0m provided**
- (ii) Clause 5.1.3 – Residential Design Codes – Lot Boundary Setbacks – 2.2m required, 1.5m provided**
- (iii) Clause 5.3.7 – Residential Design Codes – Fill – maximum of 0.5m required, greater than 0.5m provided**
- (iv) Clause 5.4.1 – Visual Privacy – Northern Boundary - 7.5m required, less than 7.5m provided**
- (v) Clause 3.7.17.4.1.3 – Residential Design Guidelines – Wall Height – 5.6m required, 8.1m provided**

for a new double storey dwelling at No. 18 (Lot 1) Philip Street, East Fremantle, in accordance with the plans date stamped received 12 July 2021, subject to the following conditions:

- (1) Visual privacy screening is to be installed on the north western corner of the proposed building in accordance with the plans with a minimum height of 1.6m from the finished floor level of the upper storey of 37.182m, 75% obscurity, fixed, permanent, and durable.**

- (2) The crossover widths are not to exceed the width of the crossovers indicated on the plans date stamped received 12 July 2021 and to be in accordance with Town's Crossover Policy and Residential Design Guidelines.
- (3) The front fence is to maintain visual permeability of at least 60% and a maximum wall height of 1.8m in accordance with the plans submitted 12 July 2021.
- (4) The works are to be constructed in conformity with the drawings and written information accompanying the application for development approval other than where varied in compliance with the conditions of this development 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 development 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 development 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 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 development 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.*

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| <p><i>(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).</i></p> <p><i>(vi) matters relating to dividing fences are subject to the <u>Dividing Fences Act 1961</u>.</i></p> |
|---|

(CARRIED 4:2)

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 20 April 2021, this application is deemed determined, on behalf of Council, under delegated authority.

12.2 Philip Street No 18A (Lot 2) Proposed two storey dwelling

Owner	Antonio and Rosalia and Concettina Lenzo
Applicant	Contemporary Design and Construction Pty Ltd
File ref	P32/21
Prepared by	James Bannerman Planning Officer
Supervised by	Andrew Malone, Executive Manager Regulatory Services
Meeting date	6 July 2021
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	<ol style="list-style-type: none">1. Location plan and advertising2. Site photos3. Plans date stamped 8 July 20214. Community consultation checklist

Purpose

The purpose of this report is for Council to consider a development application for a new double storey dwelling on a rear strata lot at 18A (Lot 2) Philip Street, East Fremantle.

Executive Summary

This development application proposes a new double storey dwelling on a rear survey strata lot at 18A Philip Street. It includes 4 bedrooms, 3 bathrooms, games room, 2 balconies, alfresco area, swimming pool and a 3 car garage.

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

- (i) Clause 5.1.3 – Residential Design Codes – Lot Boundary Setback – Southern Wall – Garage – 1m required, 0m provided
- (ii) Clause 5.1.3 – Residential Design Codes – Lot Boundary Setback – Western Wall – Store – 1m required, 0m provided
- (iii) Clause 5.1.3 – Residential Design Codes – Lot Boundary Setback – Eastern Wall – Alfresco, Games, Foyer - 1.8m required, 1.5m provided
- (iv) Clause 5.1.3 – Residential Design Codes – Lot Boundary Setback – Western Wall – Ensuite, Robe, Master Bedroom, Balcony – Upper Storey – 2.1m required, 1.5m provided
- (v) Clause 5.1.3 – Residential Design Codes – Lot Boundary Setback – Eastern Wall – Stairs, Study - 3.5m required, 1.5m provided
- (vi) Clause 3.7.17 – Residential Design Guidelines – Wall Height – 5.6m required, 7.8m provided
- (vii) Clause 5.3.7 – Residential Design Codes – Site Works – 1m setback for excavation required, less than 1m excavation setback provided

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

Background

Zoning: Residential R17.5
Site area: 512m²
Heritage: N/A

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

Consultation

Advertising

The application was advertised to surrounding landowners from 29 April to 14 May 2021. Four submissions were received.

Submission	Applicant Response	Officer Response
<p>Submission 1 To the Planning Department at the Town of East Fremantle</p> <p>With receipt of the drawings provided I have assessed the drawings and the main concerns I have are overlooking, height & bulk & scale and how they are going to affect the amenity of our home.</p> <p>1. Overlooking - The first floor stairwell and void windows (south facing) look straight into our backyard. There are no dimensions on the plans with regards to distance from our boundary but we are concerned about the overlooking of these two windows considering we have a pool in our backyard as it seems they do not meet the requirement of Clause 5.4.1 of the R-Codes.</p> <p>2. Height - As we presently have views of the Swan River in a North Westerly direction from our property, we are concerned that the proposed levels of this property are too high and don't meet the height requirements of the R-Codes. The ridge height of this proposed home is RL:40.374 and the natural ground level directly below is RL:31.49 making the proposed building height being 8884mm in height. This is well over the allowable height set out in Table 3 category B of the R-Codes and it also fails to meet the requirements of Building Heights 5.1.6 of the R-Codes. This will block any view we currently have, and we request this be reduced to meet the height requirements of the codes.</p> <p>3. Setback – With regards to the first floor setback to the eastern boundary the proposed application has requested a 1500mm setback. The proposed application also has major openings being the stairwell window and the external balcony/stairs that face east. The proposed first floor wall length is 9520mm and the wall height is 8884mm which under Table 2b of the R-codes this wall should be setback 4500mm to the eastern boundary. This is an issue for us as well as this also decreases our view passages between the homes of the river. Whilst we encourage a development next door, we believe the proposed application is over developed for the site with little respect for the adjoining neighbours in terms of height, overlooking and bulk and scale. Considering there are design regulations in place through Local Town Planning</p>	<p>No comment.</p> <p>Note that amended plans were presented that addressed some of the issues highlighted by the submissions.</p>	<p>The large window facing east has obscure glazing to ensure privacy between the subject dwelling and properties to the east.</p> <p>The external stairwell has privacy screening added to the exterior.</p> <p>The maximum roof height of 8.1m is achieved in accordance with the Residential Design Guidelines.</p>

<p>Schemes and the R-Codes, we would like to see amended plans that addresses this based on those publications and our concerns outlined above, to ensure we can still enjoy the amenity of our property.</p>		
<p>Submission 2 With receipt of the drawings provided I have assessed the drawings and the main concerns I have are overlooking, height & bulk & scale and how they are going to affect the amenity of our home.</p> <p>1. Overlooking – The first floor stairwell and void windows (south facing) look straight into our backyard. There are no dimensions on the plans with regards to distance from our boundary but we are concerned about the overlooking of these two windows considering we have a pool in our backyard as it seems they do not meet the requirement of Clause 5.4.1 of the R-Codes.</p> <p>2. Height – As we presently have views of the Swan River in a North Westerly direction from our property, we are concerned that the proposed levels of this property are too high and don't meet the height requirements of the R-Codes. The ridge height of this proposed home is RL:40.374 and the natural ground level directly below is RL:31.49 making the proposed building height being 8884mm in height. This is well over the allowable height set out in Table 3 category B of the R-Codes and it also fails to meet the requirements of Building Heights 5.1.6 of the R-Codes. This will block any view we currently have, and we request this be reduced to meet the height requirements of the codes.</p> <p>3. Setback – With regards to the first floor setback to the eastern boundary the proposed application has requested a 1500mm setback. The proposed application also has major openings being the stairwell window and the external balcony/stairs that face east. The proposed first floor wall length is 9520mm and the wall height is 8884mm which under Table 2b of the R-codes this wall should be setback 4500mm to the eastern boundary. This is an issue for us as well as this also decreases our view passages between the homes of the river.</p> <p>Whilst we encourage a development next door, we believe the proposed application is over developed for the site with little respect for the adjoining neighbours in terms of height, overlooking and bulk and scale. Considering there are design regulations in place through Local Town Planning Schemes and the R-Codes, we would like to see amended plans that addresses this based on those publications and our concerns outlined above, to ensure we can still enjoy the amenity of our property.</p>	<p>As above</p>	<p>This submission is identical to Submission 1. Read comments for Submission 1.</p>
<p>Submission 3 I wish to register my objection to the height of the northern side of this building.</p>	<p>As above</p>	<p>The proposed development is a 2 storey development.</p>

<p>It appears to be closer to 3 storeys than 2 and will severely overlook our property (both gardens and living rooms) at our property at 178 Preston Point Road. The height and roof height should be reduced. The owners have made not approached us to obtain any permission for building their property over-height.</p>		<p>The roof height has been reduced to 8.1m as required by the Residential Design Guidelines. The owners do not have to contact their neighbours as part of any development application and can rely on the Town of East Fremantle to advertise proposals and await submissions to be presented to the Town and then included in the respective Town Planning Committee report.</p>
<p>Submission 4 I object to the proposal. We feel the proposed height of this property is too high and does not meet building code standards. The ridge height of the home is RL:40.374 and the natural ground level below is RL:31.49. This makes the building height 8884mm which is well above the allowable height. We wish for building height to be reduced to meet the height requirements of the codes.</p>	<p>As above</p>	<p>The roof height has been reduced to 8.1m as required by the Residential Design Guidelines.</p>

Community Design Advisory Committee (CDAC)

The application was referred to CDAC and the following comments were made.

(a) The overall built form merits;

- The Committee had similar concerns rating to this proposal assessed in conjunction with the proposal for 18 Philip Street.
- The committee noted concerns about visual privacy from the rear balcony.
- The Committee noted the colour and materials utilised within the proposal should be varied to break up the bulk and scale of development.
- The Committee noted however that 18A Philip Street is at the rear of another dwelling means that therefore there is less concern regarding the proposed bulk, size and scale, therefore its impact on the streetscape is lessened.

(b) The quality of architectural design including its impact upon the heritage significance of the place and its relationship to adjoining development.

- See above.

(c) The relationship with and impact on the broader public realm and streetscape;

- See above

(d) The impact on the character of the precinct, including its impact upon heritage structures, significant natural features and landmarks;

- See above.

(e) The extent to which the proposal is designed to be resource efficient, climatically appropriate, responsive to climate change and a contribution to environmental sustainability;

- No comment at this time.

(f) *The demonstration of other qualities of best practice urban design including “Crime Prevention” Through Environmental Design performance, protection of important view corridors and lively civic places;*

- No comment.

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 2020 – 2030 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.

3.1.3 Plan for improved streetscapes.

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 within resource capabilities.

3.3.2 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.

4.1.3 Improve and protect the urban forest and tree canopy.

4.2 Enhance environmental values and sustainable natural resource use.

4.2.1 Reduce waste through sustainable waste management practices, including effective community and business education.

- 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			
Southern wall – garage	1m	0m	D
Western wall – laundry, bed 2, bathroom, bed 3 – ground floor	1.5m	1.5m	A
Eastern wall – alfresco, games foyer	1.5m	1.5m	A
Western wall - store	1m	0m	D
Northern wall – bed 3, alfresco - ground floor	3.2m	5.3m	
Eastern wall – alfresco, games foyer	1.8m	1.5m	D
Southern wall – ensuite, scullery, powder, corridor – upper storey	1.5m	3.5m	A
Western wall – ensuite, robe, master bedroom, balcony – upper storey	2.1m	1.5m	D
Northern wall – balcony 1, living, balcony 2, stairs	5.9m	7.5m	A
Eastern wall – stairs, study	3.5m	1.5m	D
Open Space	50%	60.7%	A
Setback of Garage	4.5m	>4.5m	A
Car Parking	2 car bays	2 car bays	A
Site Works	Excavation maximum 0.5m	>0.5m	D
Visual Privacy	Balcony 1 - 7.5m	7.5m	A
	Balcony 2 – 7.5m	7.5m	A
	Study nook – 4.5m	<4.5m (obscure glazing)	A

	Alfresco – 7.5m	<7.5m (1.6m screening)	A
Overshadowing	<25%	18% of southern property	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
3.7.7 Building Setbacks and Orientation	A
3.7.8 Roof Form and Pitch	A
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
3.7.14.4 Building Design Requirements – wall height	D
3.7.17.4.3.1 Fremantle Port Buffer Area	N/A
3.7.17.3.3 Garages and Carports	A

This development application proposes a new double storey dwelling on a rear survey strata lot at 18A Philip Street. It includes 4 bedrooms, 3 bathrooms, games room, 2 balconies, alfresco area, swimming pool and a 3 car garage. Multiple variations are proposed to both the Residential Design Codes and the Residential Design Guidelines relating to lot boundary setbacks, wall height and site works.

Considerable screening has been proposed around the rear and eastern boundary fence to provide visual privacy screening for the rear alfresco, as well as balcony 2 at the rear of the proposed dwelling. This screening will ensure that privacy is also maintained between the elevated pool (which does not require planning approval) and neighbouring properties.

Lot Boundary Setbacks – Southern and Western Walls

Southern Wall – Garage

In accordance with the Residential Design Codes deemed to comply clause 5.1.3 C3.1 a wall that is 12.8m long and 2.4m high is required to be setback from the lot boundary 1m. In this case the wall is a parapet wall located adjacent to the boundary. Such a reduction in lot boundary setback can be supported in accordance with design principles 5.1.3 P3.2.

Western Wall – Store

In accordance with the Residential Design Codes deemed to comply clause 5.1.3 C3.1 a wall that is 3.595m long and less than 3.5m high is required to be setback 1 metre from the lot boundary. The wall is a parapet wall located adjacent to the boundary. A reduction in lot boundary setback can be supported in accordance with design principles 5.1.3 P3.2.

A reduction in lot boundary setback to the southern and western boundaries can be supported in accordance with design principles 5.1.3 P3.2. for the following reasons;

- Makes more effective use of the space for,

- There is minimal impact from building bulk,
- Sunlight and ventilation to the building and open spaces on the site and adjoining properties is not impacted,
- No overlooking or loss of privacy from the reduced lot boundary setback,
- No adverse impact on the amenity of the adjoining property,
- Direct sun to major openings to habitable rooms and outdoor living areas for adjoining properties is not restricted, and
- Positively contributes to the prevailing or future development context and streetscape as outlined in the local planning framework.

Parapet walls maintain privacy between properties and ensure space on a constrained site is used efficiently. The density coding that is applied to this lot is different to when the site was first subdivided. Whereas it has a current density coding of R17.5, however when it was subdivided it had a density coding of R20. Based on the R20 density coding it would be possible to build a parapet wall along the boundary. It is noted that the neighbouring property to the south has some of the same owners and they are proposing a development application for the southern lot simultaneously.

Lot Boundary Setback – Eastern and Western Walls

Eastern Wall – Alfresco, Games, Foyer

In accordance with the Residential Design Codes deemed to comply clause 5.1.3 C3.1 a wall that is 8.9m long and 3.75m high is required to be setback from the lot boundary 1.8m. In this case the wall is set back 1.5m from the boundary. Such a reduction in lot boundary setback can be supported in accordance with design principles 5.1.3 P3.1.

Western Wall – Ensuite, Robe, Master Bedroom, Balcony – Upper Storey

In accordance with the Residential Design Codes deemed to comply clause 5.1.3 C3.1 a wall that is 18.1m long and 6m high is required to be setback from the lot boundary 2.1m. In this case the wall is set back 1.5m from the boundary. Such a reduction in lot boundary setback can be supported in accordance with design principles 5.1.3 P3.1.

Eastern Wall – Stairs, Study

In accordance with the Residential Design Codes deemed to comply clause 5.1.3 C3.1 a wall that is 9.3m long and 6.9m high is required to be setback from the lot boundary 3.5m. In this case the wall is set back 1.5m from the boundary. Such a reduction in lot boundary setback can be supported in accordance with design principles 5.1.3 P3.1.

There is considerable space around the wall which allow sunlight and ventilation to reach the area around the wall. Overlooking is addressed through obscure glazing that is set into the windows on the eastern side of the building up to 1.6m from the finished floor level. The lot is to be excavated to reduce the impact of the wall height on neighbouring properties. For these reasons, the reduced lot boundary setback can be supported.

Such a reduction in lot boundary setback to the eastern and western walls as detailed above can be supported in accordance with design principles 5.1.3 P3.1 for the following reasons;

- There is minimal impact from building bulk,
- Sunlight and ventilation to the building and open spaces on the site and adjoining properties is not impacted,

- No overlooking or loss of privacy from the reduced lot boundary setback.

The reduction in boundary setback is minimal to the eastern and western boundaries. There is considerable space around the walls which allow sunlight and ventilation to reach the area around the walls. Overlooking is addressed through obscure glazing that is set into the windows and balconies. The lot is to be excavated to reduce the impact of the wall heights on neighbouring properties. For these reasons, the reduced lot boundary setbacks can be supported.

Wall Height

According to the Residential Design Guidelines acceptable development provision 3.7.17.4.1.3 A1.4 wall height should not exceed 5.6m where views of the river are an important part of the amenity of the area. In this case the maximum wall height is 7.8m. An increased wall height can be supported in accordance with performance criteria 3.7.17.4.1.3 P1 when the development is of a compatible form, bulk, and scale to typical development in the immediate locality. The development has a maximum roof height of 8.1m. The applicant has proposed undertaking excavation to lower the whole house and ensure that the dwelling stays below the maximum roof height.

Site Works

As part of the development excavation greater than 0.5m is proposed up to approximately 1m. The use of excavation to lower a dwelling and level the development across the whole site is an accepted practice within the building industry and ensures that the development is lower than it would be if excavation was not carried out. In accordance with the Residential Design Codes deemed to comply clause 5.3.7 C7.2 requires that fill and excavation complies with Table 4. In this case the excavation is up to a maximum depth of 1m and as a result setbacks for site works are required to be at least 1m from the side lot boundary. This is not achieved however the design principles clause 5.3.7 P7.2 is achieved as all finished levels respect the natural ground level at the lot boundary of the site and as viewed from the street. By excavating the bulk of the development is reduced and the impact on neighbouring properties is mitigated.

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 development conditions.

OFFICER RECOMMENDATION

That development approval is granted, and Council exercises its discretion regarding the following;

- (i) Clause 5.1.3 – Residential Design Codes – Lot Boundary Setback – Southern Wall – Garage – 1m required, 0m provided
- (ii) Clause 5.1.3 – Residential Design Codes – Lot Boundary Setback – Western Wall – Store – 1m required, 0m provided
- (iii) Clause 5.1.3 – Residential Design Codes – Lot Boundary Setback – Eastern Wall – Alfresco, Games, Foyer - 1.8m required, 1.5m provided
- (iv) Clause 5.1.3 – Residential Design Codes – Lot Boundary Setback – Western Wall – Ensuite, Robe, Master Bedroom, Balcony – Upper Storey – 2.1m required, 1.5m provided
- (v) Clause 5.1.3 – Residential Design Codes – Lot Boundary Setback – Eastern Wall – Stairs, Study - 3.5m required, 1.5m provided
- (vi) Clause 3.7.17 – Residential Design Guidelines – Wall Height – 7.8m required, 5.6m provided
- (vii) Clause 5.3.7 – Residential Design Codes – Site Works – 1m setback for excavation required, less than 1m excavation setback provided

for a new double storey dwelling at No. 18A (Lot 2) Philip Street, East Fremantle, in accordance with the plans date stamped received 8 July 2021, subject to the following conditions:

- (1) Visual privacy screening is to be installed in accordance with the plans submitted 8 July 2021.
- (2) The crossover widths are not to exceed the width of the crossovers indicated on the plans date stamped received 8 July 2021 and to be in accordance with Council's crossover policy and Residential Design Guidelines.
- (3) The works are to be constructed in conformity with the drawings and written information accompanying the application for development approval other than where varied in compliance with the conditions of this development approval or with Council's further approval.
- (4) 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 development approval unless otherwise amended by Council.
- (5) 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 development approval, without those changes being specifically marked for Council's attention.
- (6) 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.
- (7) 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.
- (8) 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.
- (9) 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.
- (10) This development 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).*

(vii) matters relating to dividing fences are subject to the Dividing Fences Act 196

Moved Cr Nardi, seconded Cr Watkins
The adoption of the officer's recommendation.

Procedural Motion

Moved Cr Natale, seconded Cr Harrington

That the application be deferred to the next ordinary council meeting to allow time for submitters to view the amended plans. (LOST 2:4)

The substantive motion was put.

12.2 OFFICER RECOMMENDATION/COMMITTEE RESOLUTION TP020821

Moved Cr Nardi, seconded Cr Watkins

That development approval is granted, and Council exercises its discretion regarding the following;

- (i) Clause 5.1.3 – Residential Design Codes – Lot Boundary Setback – Southern Wall – Garage – 1m required, 0m provided
- (ii) Clause 5.1.3 – Residential Design Codes – Lot Boundary Setback – Western Wall – Store – 1m required, 0m provided
- (iii) Clause 5.1.3 – Residential Design Codes – Lot Boundary Setback – Eastern Wall – Alfresco, Games, Foyer - 1.8m required, 1.5m provided
- (iv) Clause 5.1.3 – Residential Design Codes – Lot Boundary Setback– Western Wall – Ensuite, Robe, Master Bedroom, Balcony – Upper Storey – 2.1m required, 1.5m provided
- (v) Clause 5.1.3 – Residential Design Codes – Lot Boundary Setback – Eastern Wall – Stairs, Study -3.5m required, 1.5m provided
- (vi) Clause 3.7.17 – Residential Design Guidelines – Wall Height – 7.8m required, 5.6m provided
- (vii) Clause 5.3.7 – Residential Design Codes – Site Works – 1m setback for excavation required, less than 1m excavation setback provided

for a new double storey dwelling at No. 18A (Lot 2) Philip Street, East Fremantle, in accordance with the plans date stamped received 8 July 2021, subject to the following conditions:

- (1) Visual privacy screening is to be installed in accordance with the plans submitted 8 July 2021.
- (2) The crossover widths are not to exceed the width of the crossovers indicated on the plans date stamped received 8 July 2021 and to be in accordance with Council's crossover policy and Residential Design Guidelines.
- (3) The works are to be constructed in conformity with the drawings and written information accompanying the application for development approval other than where varied in compliance with the conditions of this development approval or with Council's further approval.
- (4) 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 development approval unless otherwise amended by Council.
- (5) 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 development approval, without those changes being specifically marked for Council's attention.
- (6) 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.

- (7) 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.
- (8) 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.
- (9) 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.
- (10) This development 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).*
- (viii) *matters relating to dividing fences are subject to the Dividing Fences Act 196*

(CARRIED 4:2)

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 20 April 2021, this application is deemed determined, on behalf of Council, under delegated authority.

12.3 Moss Street, No. 33 (Reserve 37909) – Permanent Approval for Short Term Accommodation for up to 15 Persons

Applicant	Mark Stokoe on behalf of South Metropolitan Health Service
Landowner	State of WA - Minister for Health
File ref	CTP46/21; P/MOS33
Prepared by	Christine Catchpole, Senior Planner
Supervised by	Andrew Malone, Executive Manager Regulatory Services
Voting requirements	Simple Majority
Documents tabled	Nil
Meeting date	3 August 2021
Attachments	<ol style="list-style-type: none">1. Location plan2. Site photographs3. Place Record4. Applicant letter requesting permanent approval dated 1 June 20215. Schedule of Submissions6. Community engagement checklist

Purpose

The purpose of this report is for Council to consider a development application for the permanent approval of the short term residential accommodation facility for up to 15 persons and 5 staff at 33 Moss Street, East Fremantle.

Executive Summary

The application, submitted by the South Metropolitan Health Service, seeks permanent approval for short term accommodation for up to 15 persons and 5 staff. This application follows an approval by Council for the number of persons to be accommodated on the site to be increased from 10 to 15. No further building works or changes to the original conditions of development (planning) approval are indicated or required.

The original application, determined in 2016, proposed the accommodation of up to 15 persons and renovations to the building which were subsequently completed for that number of residents. However, the Council determined that only 10 people and 5 staff were to be accommodated on the site under a temporary approval for a period of 12 months from the date of occupation.

Due to funding issues restoration and renovation work did not commence for several years. However, in 2020 all required alterations to the building and grounds, including the provision of parking bays were completed to the Town's satisfaction and the facility was officially opened on 31 July 2020. The building has been occupied and providing services since 3 August 2020.

Community consultation was undertaken in early 2021 in relation to an application to increase the number of persons accommodated from 10 to 15. This resulted in one submission in support of the proposal and one objecting. Council subsequently granted approval in March 2021 for an increase in the number of persons. Since that time the Town has not been advised of any concerns from surrounding residents. The use is operating in accordance with all planning conditions and all required alterations and additions to the site have been carried out to the Towns' satisfaction.

The increase of 5 persons to be accommodated at the site and the general operation of the facility is considered reasonable and to have not resulted in an impact on the amenity of the surrounding area. Prior to expiry of the temporary approval in August 2021, a fresh development application for the continued use of the site on a permanent basis was required to be submitted for Council's consideration.

The development (planning) approval renewal process has required that the application be re-advertised. This was undertaken between 11 June and 12 July 2021. One submission in support and one objecting, citing increased traffic and parking and increased use of the street and local parks by patients, have been received.

Given the accommodation service has not resulted in any issues being reported to the Town and only one adverse submission has been received, it is recommended Council grant permanent approval for the short term accommodation for up to 15 persons and 5 staff at any one time. This approval is subject to the original conditions of planning approval remaining unchanged, restriction on the length of stay (no more than 6 weeks for any one period of accommodation) and the number of staff (no more than 5 at any one time), unless otherwise approved by the Council.

Any proposed change to the conditions of approval would be subject to further Council approval. Also, the applicant should be advised that failure to comply with the conditions of the approval, or if the change of use causes a nuisance or annoyance to owners or occupiers of the land in the neighbourhood, Council may revoke its approval for a maximum of 15 people to be accommodated and/or reduce the number of persons residing and/or working on the site.

Background

- 20 August 1982:** Land denoted as 'Reserve' for 'mental health services' in Government Gazette.
- 18 October 1982:** Council approved a change of use from general hospital to 'Psycho-geriatric Care Centre' for up to 16 persons.
- 25 June 2001:** South East Metropolitan Health Service advised that the property was to be used for a geriatric day therapy centre.
- 17 May 2016:** Council granted a 12 month temporary approval for the change of use to short term residential accommodation from day therapy centre. The 12 month approval period to commence from the date the facility is occupied.
- 16 May 2017:** Council granted a 12 month extension of the original 12 month planning approval with the same conditions of planning approval to apply.
- 15 May 2018:** Council granted a further additional 12 month extension of the planning approval.
- 3 August 2020:** Alterations to building and grounds complete. Town considers conditions of development (planning) approval satisfied and building occupied.
- 2 March 2021** Town Planning Committee (under delegation from full Council) granted an increase in the number of persons accommodated on the site from 10 to 15. No change to original the conditions of planning approval and the requirement for the applicant to renew the approval after expiry of the 12 month temporary approval period.

The applicant has submitted a fresh development application and a letter (dated 1 June 2021) in support of the request for permanent approval for the current use (refer to Attachment 4).

Consultation

Consultation has been undertaken by letter to owner/occupiers in Bedford and Moss Street, north of George Street and south of Canning Highway (properties directly consulted indicted in Attachment 6). The consultation was undertaken from 11 June to 12 July 2021. Two submissions have been received, one in support of the proposal and one objecting on the following grounds:

- Inadequate consultation with residents.
- Increase to 15 persons on a permanent basis not supported.

- Not an appropriate use in the location.
- Increased traffic and parking demands in the street and increased use of the street and local parks by residents.

The submission objecting can be read in full in Attachment 5.

The South Metropolitan Health Service has since 2016 committed to work with the Town to achieve a good heritage outcome for the building and to ensure at all times the amenity of the locality is protected. As noted below this has been achieved.

Community Design Advisory Committee (CDAC)

Referral to the CDAC not required. No further alterations or additions to the building are required.

Statutory Environment

Planning and Development Act 2005

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

LPS No. 3 – Heritage List – Category A

Crown Land Title – Management Order – Swan No. 37909

Policy Implications

Local Heritage Survey – Category A

Fremantle Port Buffer Zone – Area 3

Financial Implications

Nil

Strategic Implications

The Town of East Fremantle Strategic Community Plan 2020 – 2030 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.

3.1.3 Plan for improved streetscapes.

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 within resource capabilities.

3.3.2 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.

Risk Implications

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

Site Inspection

July 2021

Comment

Original Development Application

The following issues were noted as relevant to the determination of this application upon its initial assessment in October 2016:

- Change of use from day therapy consulting rooms to short term accommodation;
- Residential amenity impacts and compatibility of use with surrounding residential uses;
- Car parking and access for clients, staff, visitors and service/delivery vehicles; and
- Use of 'Reserve' land with Management Orders stating that the land is to be used for mental health services.

The original application underwent two advertising periods, including a public information session at Fremantle Hospital, letters to residents and signs on the site. A substantial number of submissions were received during the first advertising phase which expressed concerns about the facility being located in a residential area. The Council responded to those submissions by applying a number of conditions of planning approval which have since been satisfied by the applicant.

The proposed accommodation use was considered consistent with the reserve status of the land and the use of the building for this purpose was considered consistent with the surrounding residential area, particularly as it was intended for the occupants to live in a residential setting. After taking into account amenity, car parking, access and scale of the use, the Council determined that the use should be approved for 12 months only. It was thought that during that time, if the Council determined the use failed to comply with the conditions of the approval, or if the change of use caused a nuisance or annoyance to the surrounding residents as determined by Council, then the approval may be revoked.

Current Development Application

The existing facility accommodates patients transitioning between a hospital stay and their home for a period of up to six weeks. Two nursing staff are available on a 24 hour basis, with three additional staff members working on a rostered shift basis seven days a week. The maximum number of staff at any one time being 5 persons under the conditions of planning approval. Parking bays for staff are located at the Bedford Street entry to the site. In addition to the residential accommodation, counselling and other support therapies are provided to the residents. At the Town Planning Committee meeting of 2 March 2021 (under delegated authority from full Council) the Committee granted approval for an increase in the number of persons accommodated at the site from 10 to 15 persons. One objection was received in relation to that proposal.

At the conclusion of the current advertising period, one submission in support of the application and one objecting have been received. The submission objecting stated reasons related to: lack of consultation; suitability of the use and increases in traffic, parking and use of the local parks by residents of the facility.

Since the facility commenced operations in August 2020 and the Council approved an increase from 10 to 15 persons in March 2021, the Town has not responded to any issues or received any complaints from surrounding residents, other than the two submissions in response to advertising of the development applications submitted this year.

Conclusion

The increase in number of persons accommodated from 10 to 15 has been in operation for 5 months. The accommodation of an additional 5 persons, and the use in general, has not raised any concerns for the Town. Furthermore, the Town has not been advised of any issues from the community's perspective or received any complaints in respect to the operation of the facility, with the exception of the two submissions received in response to the advertising undertaken in March and July this year. There have been no previous complaints or issues voiced outside the development application consultation periods.

Given it has not been necessary for the Town to take action with any site issues, or issues raised by the community, the Town has concluded that the facility is operating in accordance with the conditions of approval and is a use which is acceptable in the residential area. It is therefore recommended that Council grant approval for permanent approval of the short term residential accommodation for no more than 15 persons and 5 staff. This is subject to restrictions on the length of stay, the number of staff employed and the original conditions of approval continuing to apply.

Any proposed change to the conditions of development approval, that is, the operation of the facility, an increase in the number of people to be accommodated, or staff working on site will be subject to further Council approval. This must be made in the form of a development application for Council's consideration.

The applicant should be advised that failure to comply with the above conditions of the approval, or if the Council considers the change of use causes a nuisance or annoyance to owners or occupiers of the land in the neighbourhood, Council may revoke its approval for a maximum of 15 people to be accommodated on the site at any one time or at Council discretion reduce the maximum number of people that can be accommodated or working on the site.

12.3 OFFICER RECOMMENDATION/COMMITTEE RESOLUTION TP030821

Moved Cr Nardi, seconded Cr Natale

That Council grant permanent approval for short term residential accommodation at No. 33 (Reserve 37909) Moss Street, East Fremantle subject to the following conditions:

- 1. No more than 15 persons and 5 staff at any one time to occupy the site (see Footnote (i) below). The approval for the number of occupants not to exceed 15 persons and for the number of staff not to exceed 5 persons.**
- 2. A resident/client is not to be accommodated for any period longer than six (6) weeks in any one period of accommodation.**
- 3. The original conditions of the development approval dated 17 May 2016, with the exception of the number of persons to be accommodated (increased to 15 as per Council approval dated 2 March 2021), are to apply to this development approval.**
- 4. Any proposed change to the conditions of development approval or operation of the facility or an increase in the number of people to be accommodated or staff working on site is to be made in the form of a development application for Council's consideration.**
- 5. The development approval is to remain valid unless otherwise revoked.**

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 the approval or if the Council considers the use causes a nuisance or annoyance to owners or occupiers of the land in the neighbourhood, Council may revoke its approval for a maximum of 15 people***

to be accommodated on the site at any one time and at Council discretion reduce the maximum number of people that can be accommodated or working on the site.

(ii) this decision does not include acknowledgement or approval of any unauthorised development which may be on the site.

(iii) 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).

(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 20 April 2021, this application is deemed determined, on behalf of Council, under delegated authority.

13. MATTERS BEHIND CLOSED DOORS
Nil

14. CLOSURE OF MEETING
There being no further business the Presiding Member declared the meeting closed at 7.24 pm.

*I hereby certify that the Minutes of the ordinary meeting of the **Town Planning Committee** of the Town of East Fremantle, held on **3 August 2021**, Minute Book reference **1. to 14.** were confirmed at the meeting of the Committee on:*

.....

Presiding Member

**ATTACHMENTS TO TOWN PLANNING COMMITTEE MINUTES****3 AUGUST 2021**

Minute No.	Subject
11.1	Community Design Advisory Committee - 5 July 2021
12.1	18 Philip Street (Lot1) -Proposed two storey dwelling
12.2	18A Philip Street (Lot2) -Proposed two storey dwelling
12.3	33 Moss Street – Permanent approval for short term accommodation for up to 15 persons.

Minutes of a Community Design Advisory Committee Meeting, held at East Fremantle Town Hall, on Monday 5 July 2021 commencing at 6:35pm, closed at 8.39pm.

1. OPENING OF MEETING

Cr Collinson welcomed the Committee members.

Cr Collinson made the following acknowledgement:

“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 respects to the elders past and present.”

2. PRESENT

Cr Cliff Collinson	Chair/ Elected Member
Mr Don Whittington	
Mr Michael Norriss	
Mr David Tucker	
Mr James Bannerman	Planning Officer

3. APOLOGIES

Dr Jonathan Dalitz	
Ms Alex Wilson	
Mr Clinton Matthews	
Mr David Bennett	
Mr Andrew Malone	Executive Manager Regulatory Services

4. LEAVE OF ABSENCE

Application made by Don Whittington for leave 15 August to 1 September 2021 – granted by Committee

5. DECLARATIONS OF INTEREST

Nil

6. CONFIRMATION OF MINUTES

Moved David Tucker, seconded Michael Norriss

Minutes of the Community Design Advisory Committee meeting held on 3 May 2021 were confirmed.

CARRIED UNANIMOUSLY

7. PRESENTATION

Nil.

8. BUSINESS

- 8.1 4 Gordon Street**
(Application P50/21 – 11 June 21)
Proposed new residential dwelling

- (a) *The overall built form merits;*
- The Committee is not supportive of the proposal.
 - The Committee expressed the view that there were poor design solutions given the lot location.
 - The Committee believed further design solutions should be investigated.
 - The Committee believed that there was too much reliance on visual privacy screening to maintain privacy rather than better design solutions.
 - The Committee took the view that there was insufficient use of northern light for the ground floor lounge and tendency to come too close to the boundary.
- (b) *The quality of architectural design including its impact upon the heritage significance of the place and its relationship to adjoining development.*
- No comment
- (c) *The relationship with and impact on the broader public realm and streetscape;*
- The Committee noted that a better design solution could be achieved for the proposal.
- (d) *The impact on the character of the precinct, including its impact upon heritage structures, significant natural features and landmarks;*
- No comment
- (e) *The extent to which the proposal is designed to be resource efficient, climatically appropriate, responsive to climate change and a contribution to environmental sustainability;*
- The Committee would like to see wood used more within the design in alignment with the Town's Wood Encouragement Policy.
- (f) *The demonstration of other qualities of best practice urban design including "Crime Prevention" Through Environmental Design performance, protection of important view corridors and lively civic places;*
- The Committee believed that the design would provide good quality surveillance of the street from the front of the house.

8.2**17 View Terrace****(Application P51/21 -17 June 2021)***Proposed new dwelling*

- (a) *The overall built form merits;*
- The Committee were supportive of the overall proposal.
 - The Committee believed that the proposal represented good design.
 - The Committee was particularly impressed by the way a triple garage had been provided on site with a single access way and the floor level of the garage being dropped down to maintain a lower street front presence.
- (b) *The quality of architectural design including its impact upon the heritage significance of the place and its relationship to adjoining development.*
- The Committee felt that design was well articulated with the street.

- The Committee liked the way that the northern aspect of the site had been utilised with the alfresco, pool and dining areas all utilising the northern sun.
- (c) *The relationship with and impact on the broader public realm and streetscape;*
- The Committee felt that the design will contribute positively to the streetscape.
- (d) *The impact on the character of the precinct, including its impact upon heritage structures, significant natural features and landmarks;*
- No comment.
- (e) *The extent to which the proposal is designed to be resource efficient, climatically appropriate, responsive to climate change and a contribution to environmental sustainability;*
- The Committee felt northern solar access had been maximized to the alfresco and dining areas by locating these areas to the north of the site facing the street.
- (f) *The demonstration of other qualities of best practice urban design including “Crime Prevention” Through Environmental Design performance, protection of important view corridors and lively civic places;*
- No comment.

8.3**16 Pier Street****(Application P54/21 – 23 June 2021)**

Proposed two storey residence and underground garage

- (a) *The overall built form merits;*
- The Committee believed that although there may be minimal variations to the Residential Design Codes and Residential Design Guidelines there were a few elements of the design that were a concern, including;
 - The garage was overly prominent and its dominance over the design should be reduced.
 - There was too much driveway and concern about the additional side driveway.
 - The roof design on the west wing of the building did not compliment the roof design on the eastern wing of the building.
 - There was a need to change the materials for the garage to make it less prominent – the curved retaining wall and limestone materials made the wall too dominant.
- (b) *The quality of architectural design including its impact upon the heritage significance of the place and its relationship to adjoining development.*
- The Committee was concerned that the materials and colours on the photo montage did not match the elevations and there was a need for this to be corrected to ensure harmony between these images.
- (c) *The relationship with and impact on the broader public realm and streetscape;*
- No comment

- (d) *The impact on the character of the precinct, including its impact upon heritage structures, significant natural features and landmarks;*
- No comment.
- (e) *The extent to which the proposal is designed to be resource efficient, climatically appropriate, responsive to climate change and a contribution to environmental sustainability;*
- The Committee believed that the solar aspect of the site had been well utilised with balconies, alfresco, living areas and big windows all being located to the north on the design
 - The Committee welcomed the use of timber cladding in line with the Town's Wood Encouragement Policy.
- (f) *The demonstration of other qualities of best practice urban design including "Crime Prevention" Through Environmental Design performance, protection of important view corridors and lively civic places;*
- The Committee believed that there would be excellent passive surveillance of the street.

9. OTHER

Nil

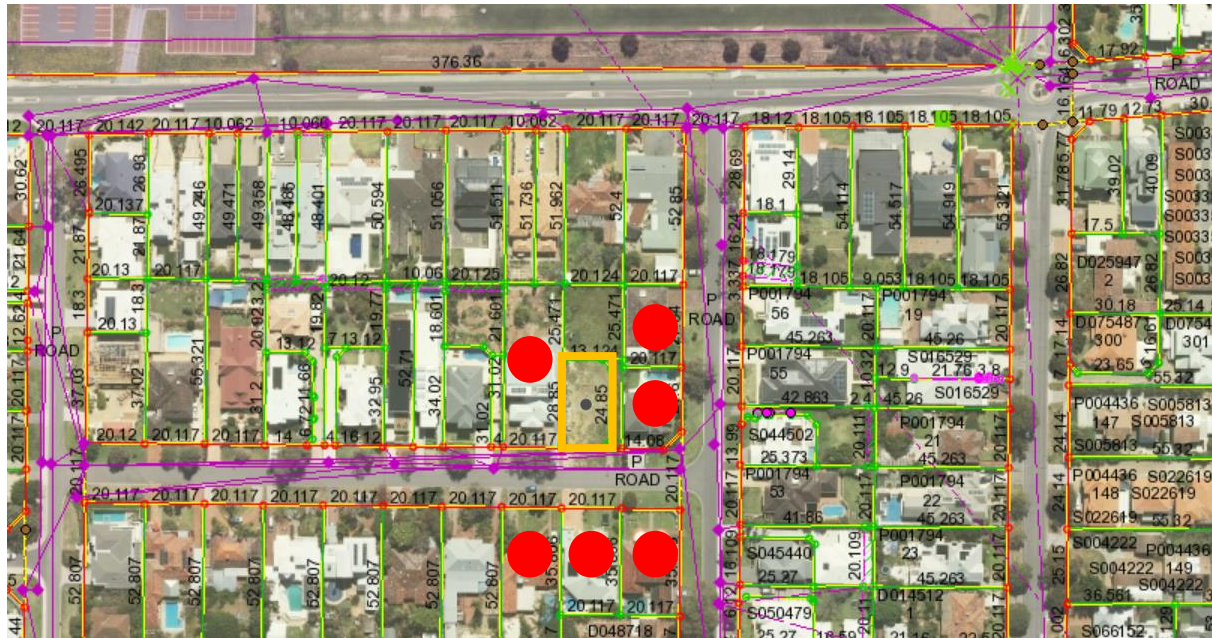
10. BUSINESS WITHOUT NOTICE BY PERMISSION OF THE MEETING

The Committee wanted feedback from the Executive Manager of Regulatory Services on the timing and process for the confirmation of all Committee members to the Committee.

11. DATE & TIME OF NEXT MEETING

6 September 2021 at 6.00pm (to be confirmed)

18 Philip Street (Lot 1) – Location and Advertising

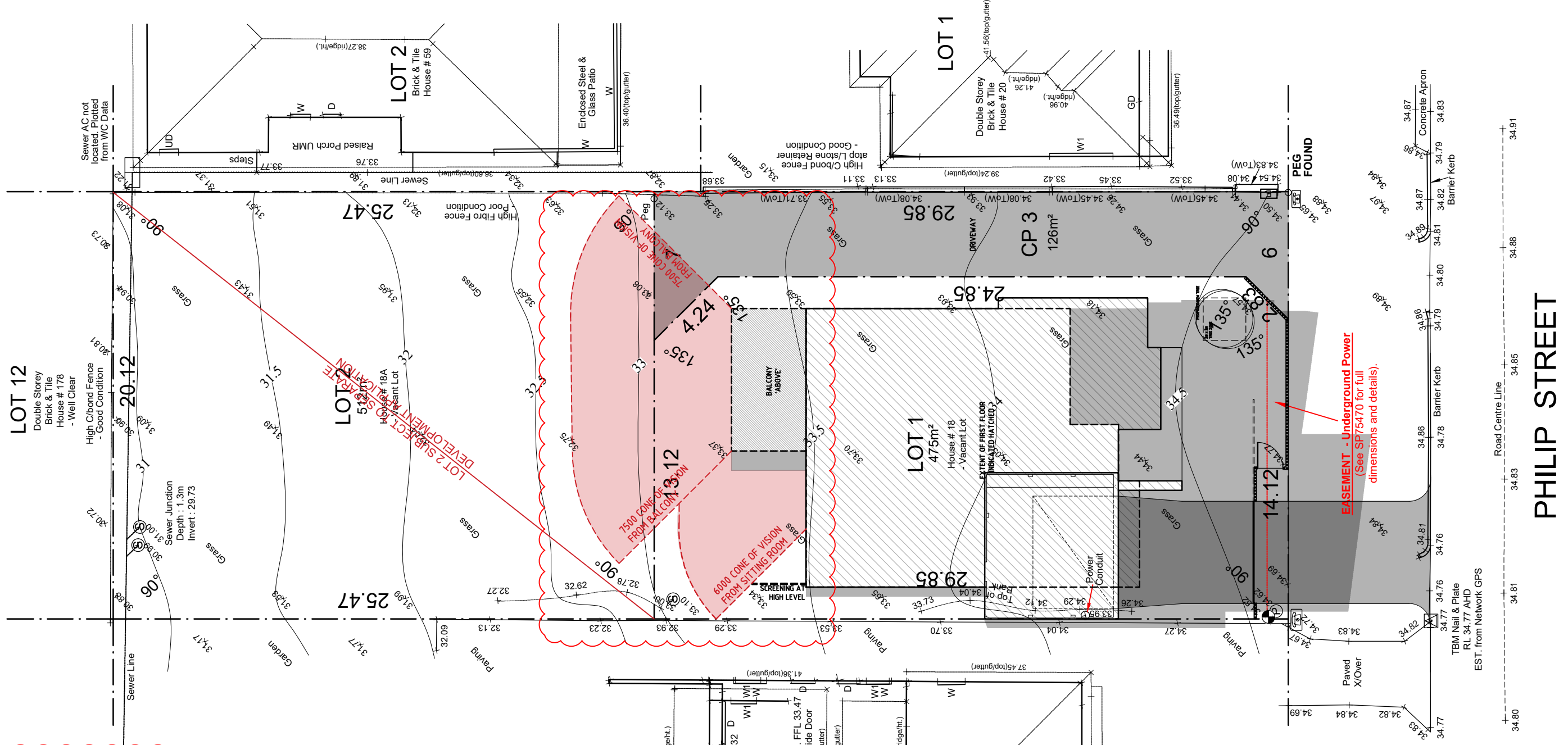


18 Philip Street – Site Photos



SITE PLAN LEGEND

- PROPOSED BUILDING
- PROPOSED DRIVEWAY
- PROPOSED COVERED OUTDOOR AREA
- EXTENT OF OVERSHADOWING 21st JUNE, 12:00 NOON
- CONE OF VISION
- FIRST FLOOR ABOVE



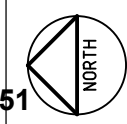
LOT AREAS

LOT AREAS	SQM	% OF LOT AREA
LOT AREA LOT 1 - 18 PHILIP STREET:	475 SQM	100 %
OPEN SPACE AREA:	2215 SQM	46.6 %
BUILT FORM AREA (GFL ONLY)	2535 SQM	53.4 %
MAXIMUM EXTENT OF OVERSHADOWING		
- TOTAL	1735 SQM	
- LOT 2 (18A PHILIP STREET)	0 SQM	0 % OF 512 SQM
- LOT 59	4.6 SQM	0.4 % OF 1113 SQM
- LOT 1 (20 PHILIP STREET)	0 SQM	0 % OF 539 SQM
- LOT 2 (59 CLAYTON ROAD)	0 SQM	0 % OF 556 SQM

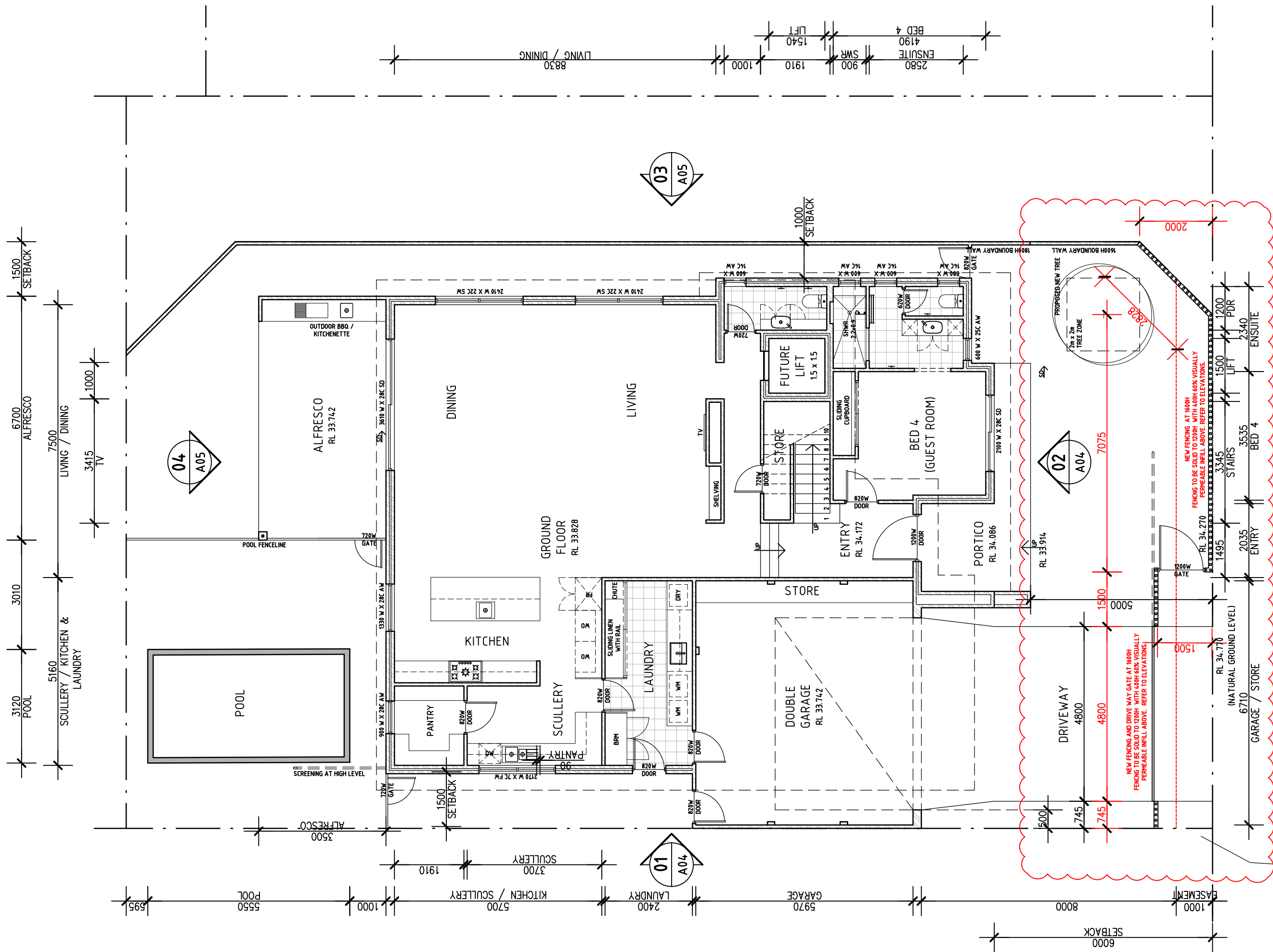
PROPOSED RESIDENCE FOR:
LENZO
 ADDRESS:
18 (LOT 1) PHILIP STREET
EAST FREMANTLE, WA

A00

SITE PLAN
 1:500 @ A3
 REV. K - 08.07.2021



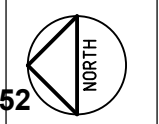
PHILIP STREET

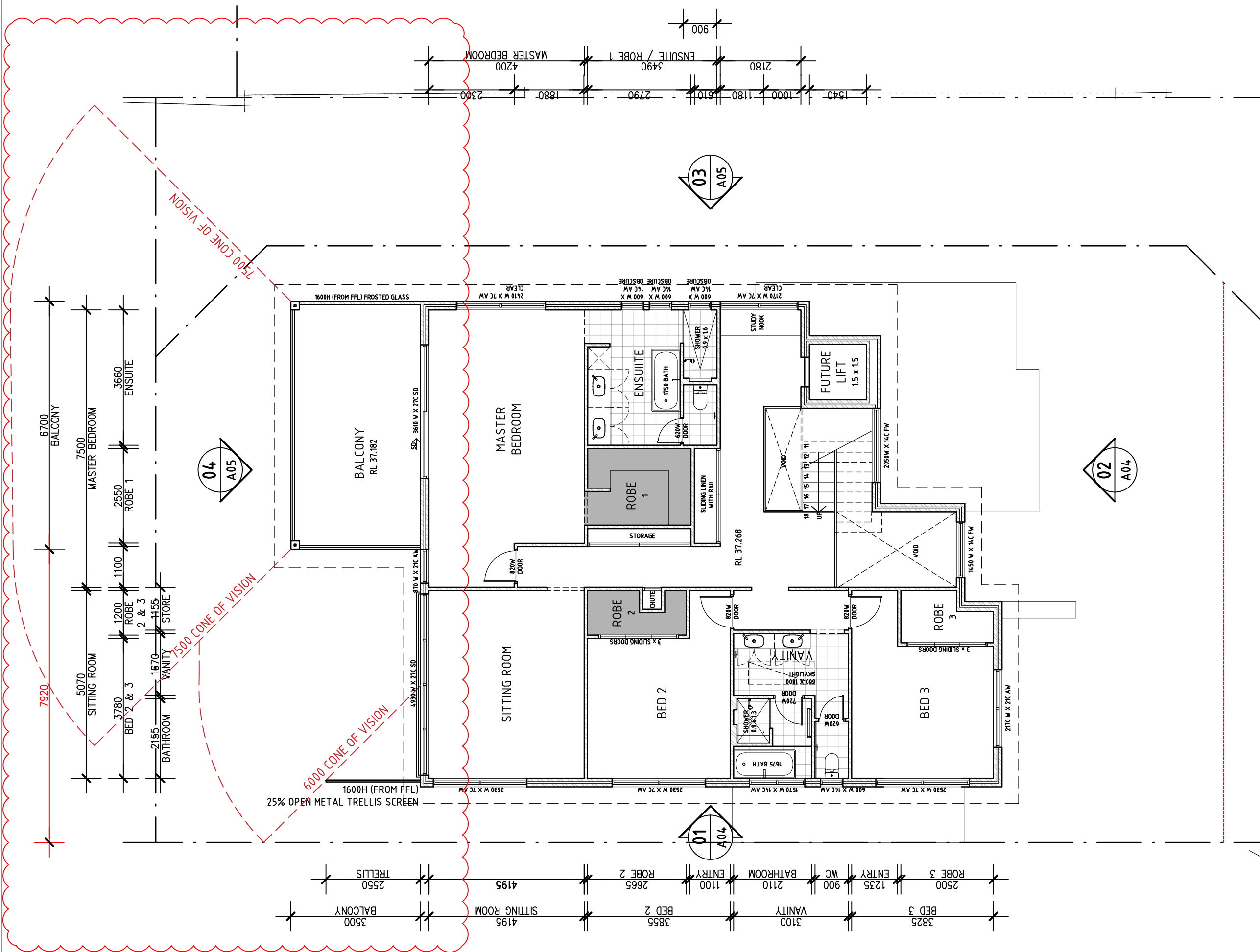


GROUND FLOOR PLAN - LOT 1-1
 1:100 @ A3
 REV. K - 08.07.2021

A01
AREAS:
GROUND FLOOR: 160M2
FIRST FLOOR: 170M2
GARAGE: 40M2
ALFRESCO: 20M2
TOTAL: 390M2

PROPOSED RESIDENCE FOR:
 LENZO
 ADDRESS:
 18 (LOT 1) PHILIP STREET
 EAST FREMANTLE, WA

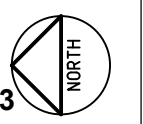


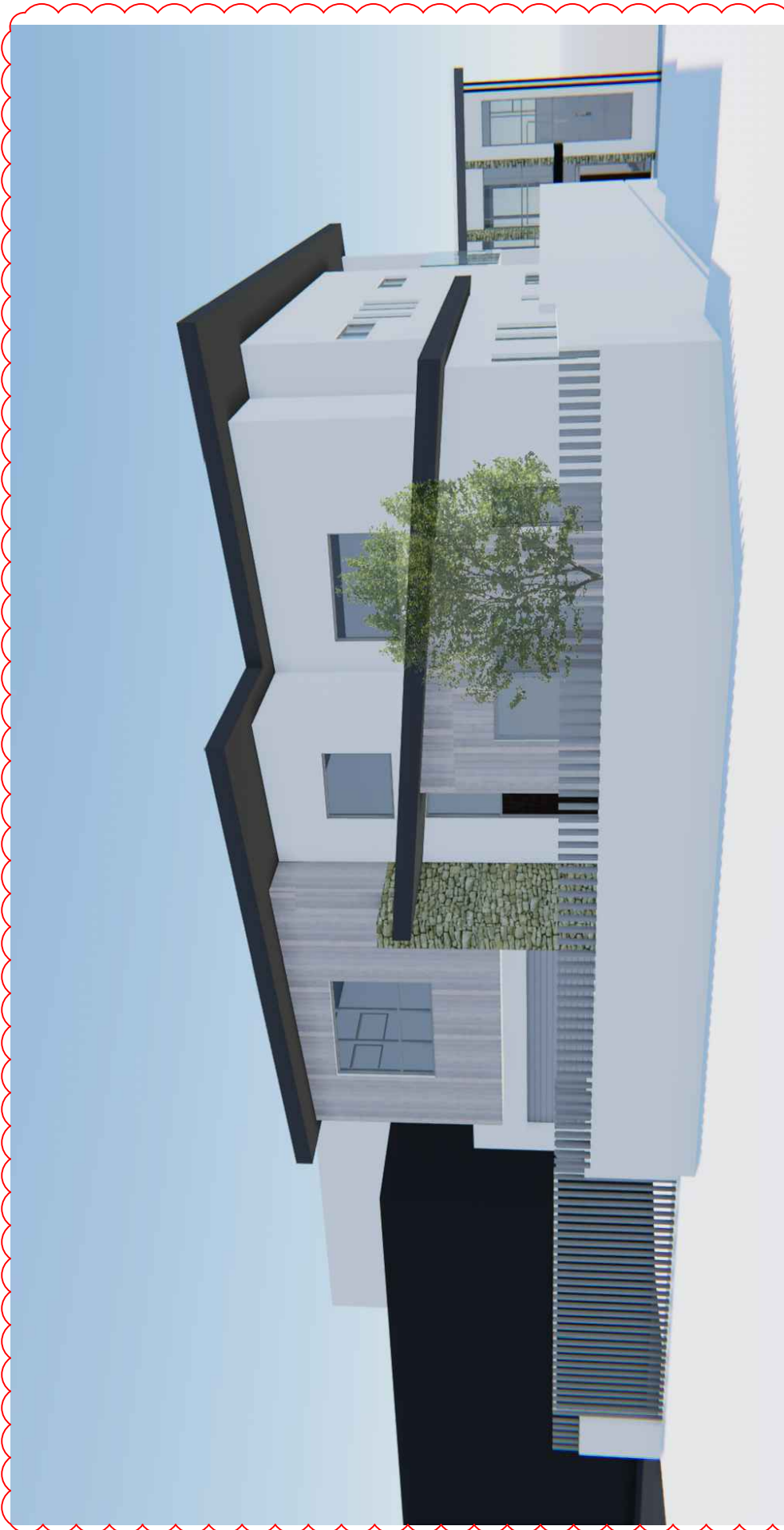


FIRST FLOOR PLAN - LOT 1
 1:100 @ A3
 REV L - 08.07.2021

A02

PROPOSED RESIDENCE FOR:
 LENZO
 ADDRESS:
 18 (LOT 1) PHILIP STREET
 EAST FREMANTLE, WA

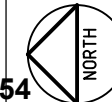






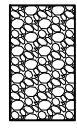

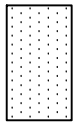

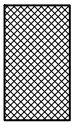

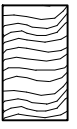



SOUTHERN ELEVATION



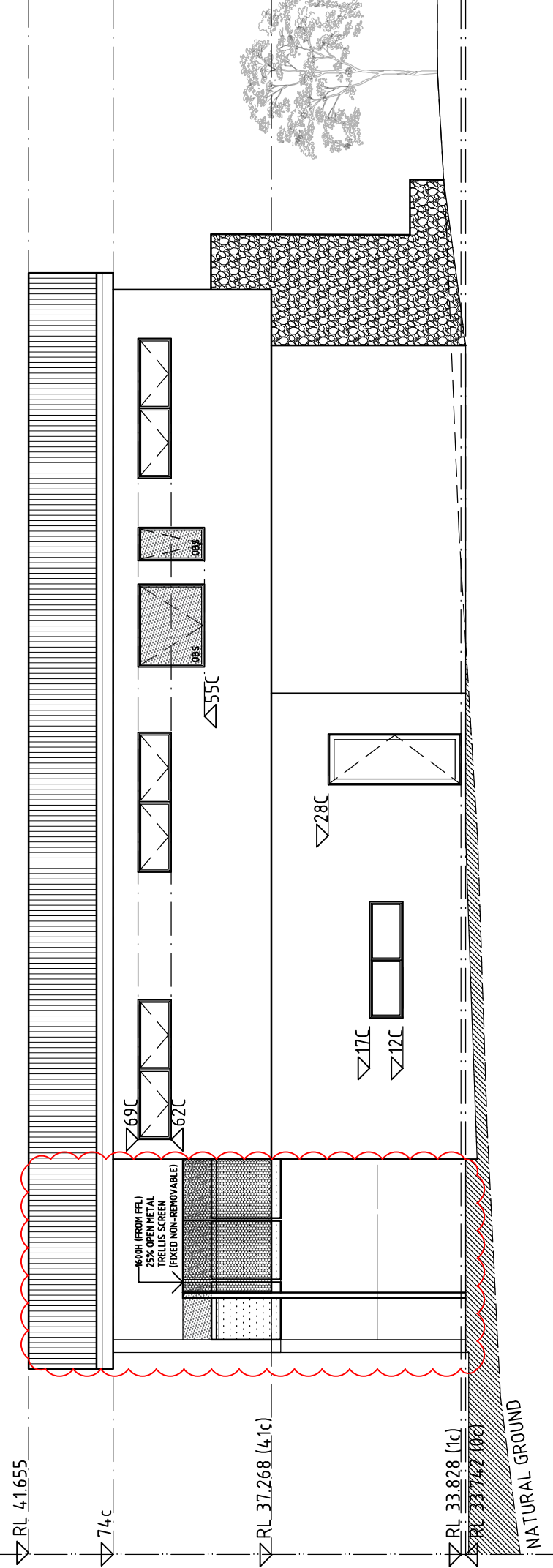
NORTHERN ELEVATION



ELEVATIONS LEGEND

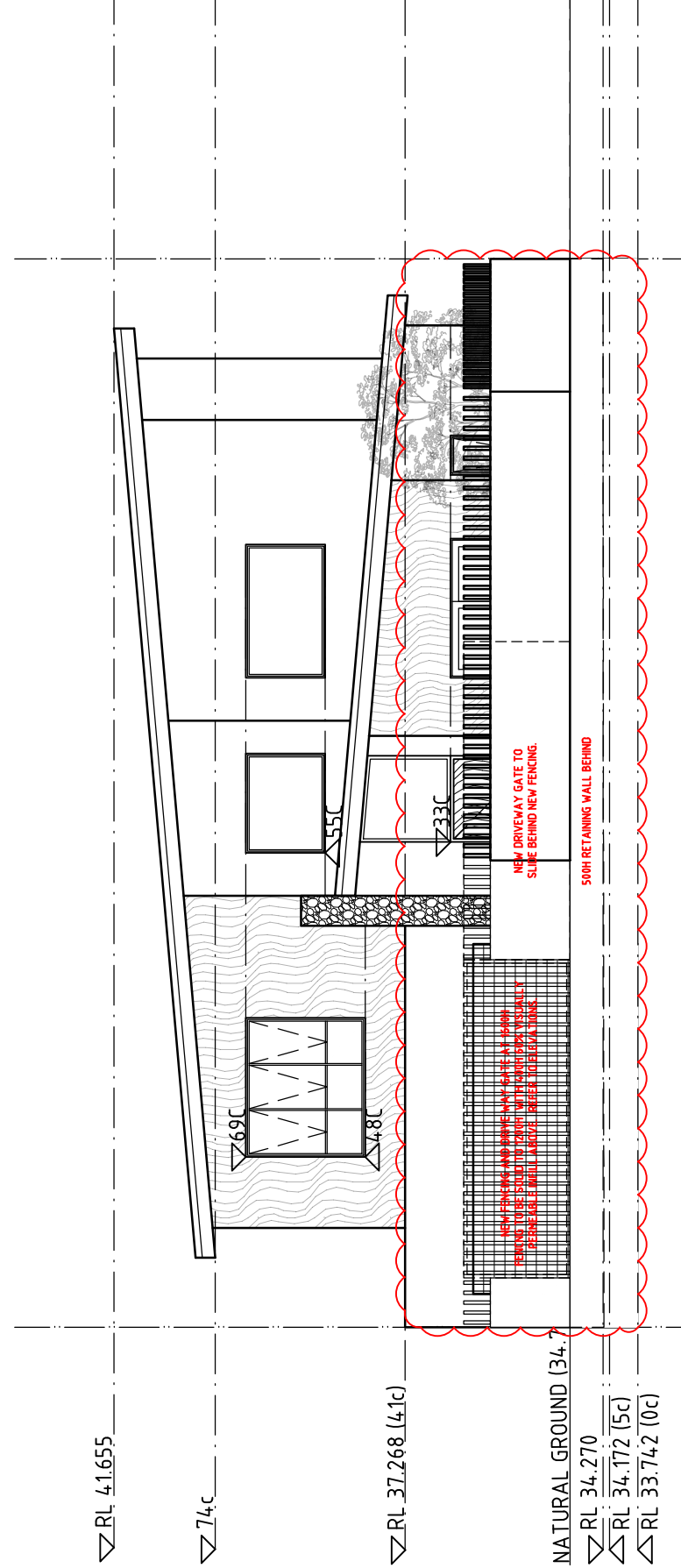
	ROOF SHEETING		OBSURE GLAZING
	FEATURE STONE CLADDING		EXPOSED AND PAINTED STRUCTURAL STEEL
	FRAMELESS CLEAR GLAZED BALUSTRADE		EXTENT OF FILL / CUT
	STEEL MESH BALUSTRADE		PAINTED CFC SHEETING WITH EXPRESSED JOINTS
	TIMBER FINISH		BOUNDARY LINE
			DATUM LINE
			PROPOSED GROUND LEVEL

- ELEVATION NOTES:
1. WALL FINISH IS GENERALLY TEXTURECOAT FINISH RENDERED DOUBLE BRICKWORK
 2. WINDOW FRAMES TO BE POWDERCOATED ALUMINIUM ROOFING TO BE TRIMDECK ROOF SHEETING IN COLORBOND FINISH
 3. ROOF PLUMBING GENERALLY TO BE COLORBOND STEEL
 4. EXTERNAL STAIR TO BE CONCRETE CONSTRUCTION, PAINTED FINISH



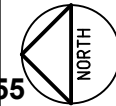
WEST ELEVATION (1)

SCALE 1:100



SOUTH ELEVATION (2)

SCALE 1:100

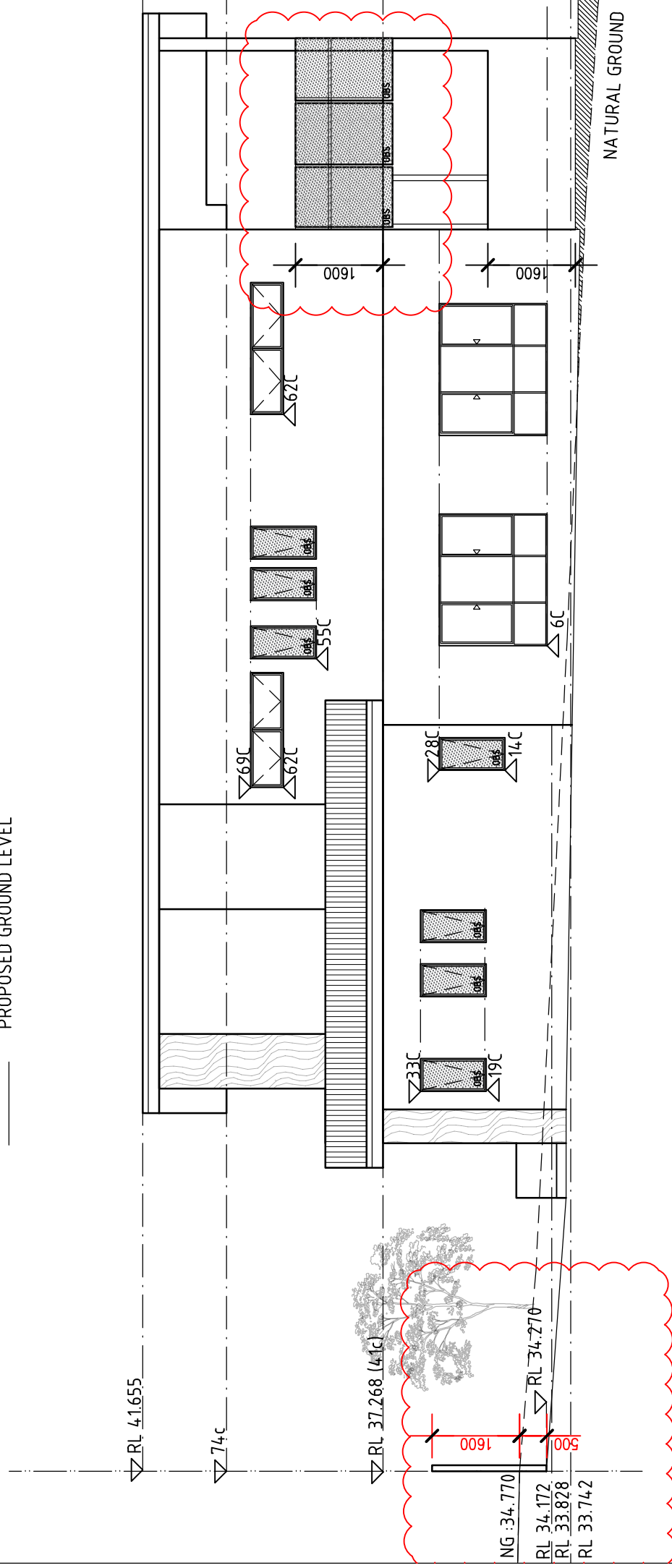


ELEVATIONS LEGEND

- ROOF SHEETING
- FEATURE STONE CLADDING
- FRAMELESS CLEAR GLAZED BALUSTRADE
- STEEL MESH BALUSTRADE
- TIMBER FINISH

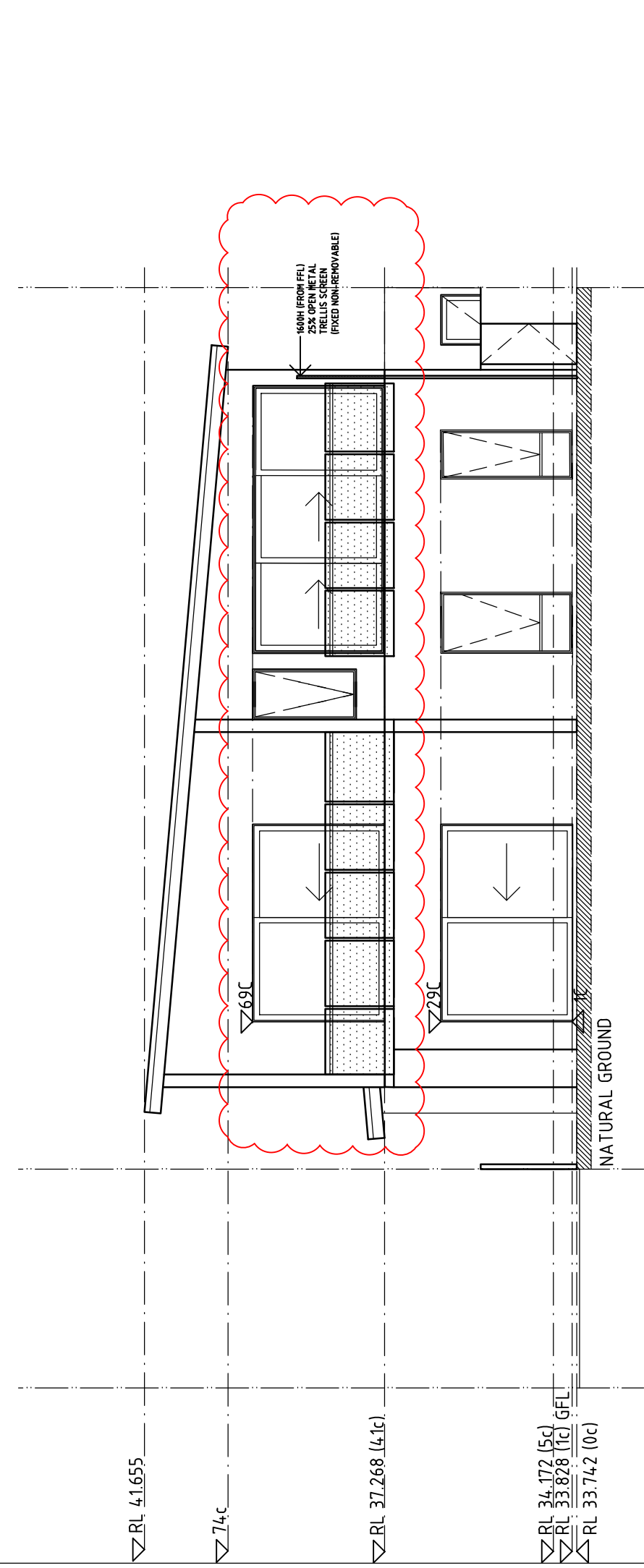
- OBSCURE GLAZING
- EXPOSED AND PAINTED STRUCTURAL STEEL
- EXTENT OF FILL / CUT
- PAINTED CFC SHEETING WITH EXPRESSED JOINTS
- BOUNDARY LINE
- DATUM LINE
- PROPOSED GROUND LEVEL

- ELEVATION NOTES:
1. WALL FINISH IS GENERALLY TEXTURECOAT FINISH RENDERED DOUBLE BRICKWORK
 2. WINDOW FRAMES TO BE POWDERCOATED ALUMINIUM ROOFING TO BE TRIMDECK ROOF SHEETING IN COLORBOND FINISH
 3. ROOF PLUMBING GENERALLY TO BE COLORBOND STEEL
 4. EXTERNAL STAIR TO BE CONCRETE CONSTRUCTION, PAINTED FINISH



EAST ELEVATION (3)

SCALE 1:100

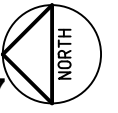


NORTH ELEVATION (4)

SCALE 1:100



PHILIP STREET - PHOTO MONTAGE



PROPOSED RESIDENCE FOR:
 LENZO
 ADDRESS:
 18 (LOT 1) PHILIP STREET
 EAST FREMANTLE, WA

A06

PHOTO MONTAGE - LOT 1






NTS

REV C - 08.07.2021



LOT 1 - COLOUR PALLETTE - SOUTHERN FACADE

KEY:

-  - COLOURBOND SURFMIST (OR EQUIVALENT)
-  - COLOURBOND WOODLAND GREY (OR EQUIVALENT)
-  - FEATURE STONE CLADDING
-  - TIMBER DOOR / TIMBER CLADDING
-  - CHARCOAL WINDOW FRAMES





Community Engagement Checklist

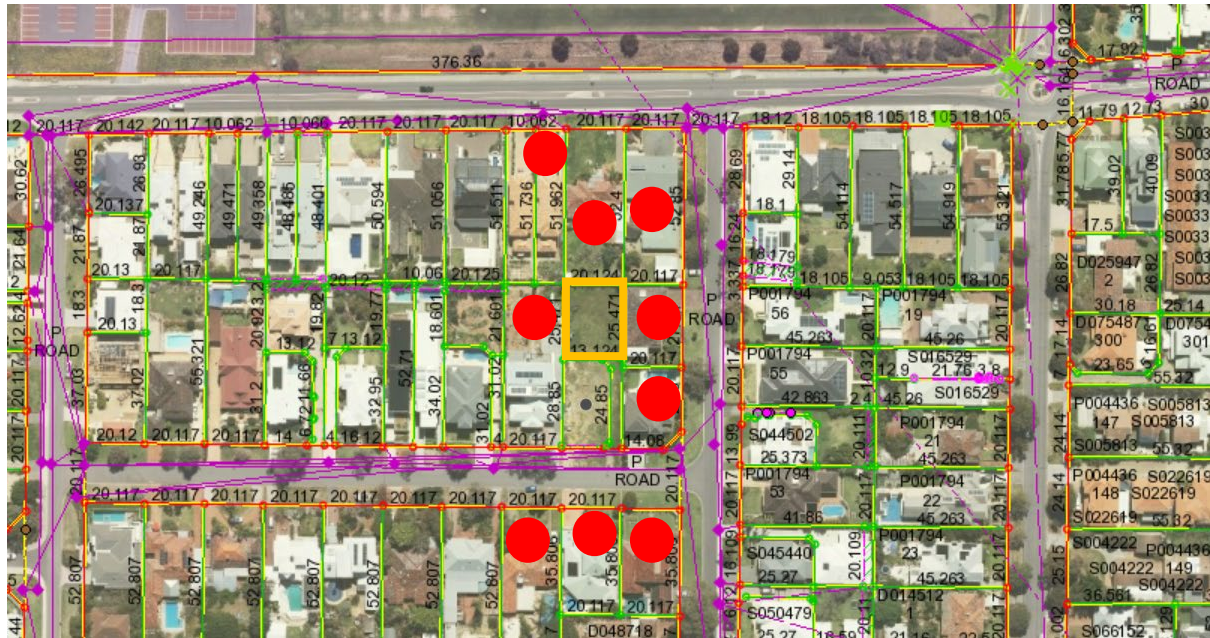
Development Application P31/21 - 18 Philip Street (Lot 1)

Project Name

Objective of Engagement:	Neighbour Consultation		
Lead Officer:	Regulatory Services		
Timeline:	Start Date:	29/04/2021	Outcomes By: 14/5/2021
Stakeholders			
Stakeholders to be considered. <i>Please highlight those to be targeted during engagement.</i>	Aged	<input type="checkbox"/>	Ratepayers (all / targeted) <input type="checkbox"/>
	Businesses	<input type="checkbox"/>	Residents (all / targeted) <input checked="" type="checkbox"/>
	Children (School / Playgroup)	<input type="checkbox"/>	Service Providers <input type="checkbox"/>
	Community Groups	<input type="checkbox"/>	Unemployed <input type="checkbox"/>
	Disabled People	<input type="checkbox"/>	Visitors <input type="checkbox"/>
	Environmental	<input type="checkbox"/>	Volunteers <input type="checkbox"/>
	Families	<input type="checkbox"/>	Workers <input type="checkbox"/>
	Govt. Bodies	<input type="checkbox"/>	Youth <input type="checkbox"/>
	Indigenous	<input type="checkbox"/>	<input type="checkbox"/>
	Neighbouring LGs	<input type="checkbox"/>	<input type="checkbox"/>
Staff to be notified:	Office of the CEO	<input type="checkbox"/>	Councillors <input type="checkbox"/>
	Corporate Services	<input type="checkbox"/>	Consultant/s <input type="checkbox"/>
	Development Services	<input type="checkbox"/>	<input type="checkbox"/>
	Operations (Parks/Works)	<input type="checkbox"/>	<input type="checkbox"/>
Community Engagement Plan			
Methods	Responsible	Date Due	Reference / Notes
1.1 E News	<input type="checkbox"/> Communications		<input type="checkbox"/>
1.2 Email Notification ~	<input type="checkbox"/> Relevant Officer		<input type="checkbox"/>
1.3 Website	<input type="checkbox"/> Communications		<input type="checkbox"/>
1.4 Facebook	<input type="checkbox"/> Communications		<input type="checkbox"/>
1.5 Advert - Newspaper	<input type="checkbox"/> Communications		<input type="checkbox"/>
1.6 Fact Sheet	<input type="checkbox"/> Communications		<input type="checkbox"/>
1.7 Media Rel./Interview	<input type="checkbox"/> Communications		<input type="checkbox"/>
2.1 Information Stalls	<input type="checkbox"/> Relevant Officer		<input type="checkbox"/>
2.2 Public Meeting/Forum	<input type="checkbox"/> Executive Direction		<input type="checkbox"/>
2.3 Survey/Questionnaire	<input type="checkbox"/> Relevant Officer		<input type="checkbox"/>
3.1 Focus Group	<input type="checkbox"/> Executive Direction		<input type="checkbox"/>
3.2 Referendum/Ballot	<input type="checkbox"/> Executive Direction		<input type="checkbox"/>
3.3 Workshop	<input type="checkbox"/> Relevant Officer		<input type="checkbox"/>
4.1 Council Committee	<input type="checkbox"/> Executive Direction		<input type="checkbox"/>
4.2 Working Group	<input type="checkbox"/> Executive Direction		<input type="checkbox"/>
* Statutory Consultation	<input checked="" type="checkbox"/> Relevant Officer		<input checked="" type="checkbox"/> Advertised to 6 surrounding properties.
# Heritage Consultation	<input type="checkbox"/> Regulatory Services		<input type="checkbox"/>
^ Mail out (note: timeliness)	<input type="checkbox"/> Communications		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>

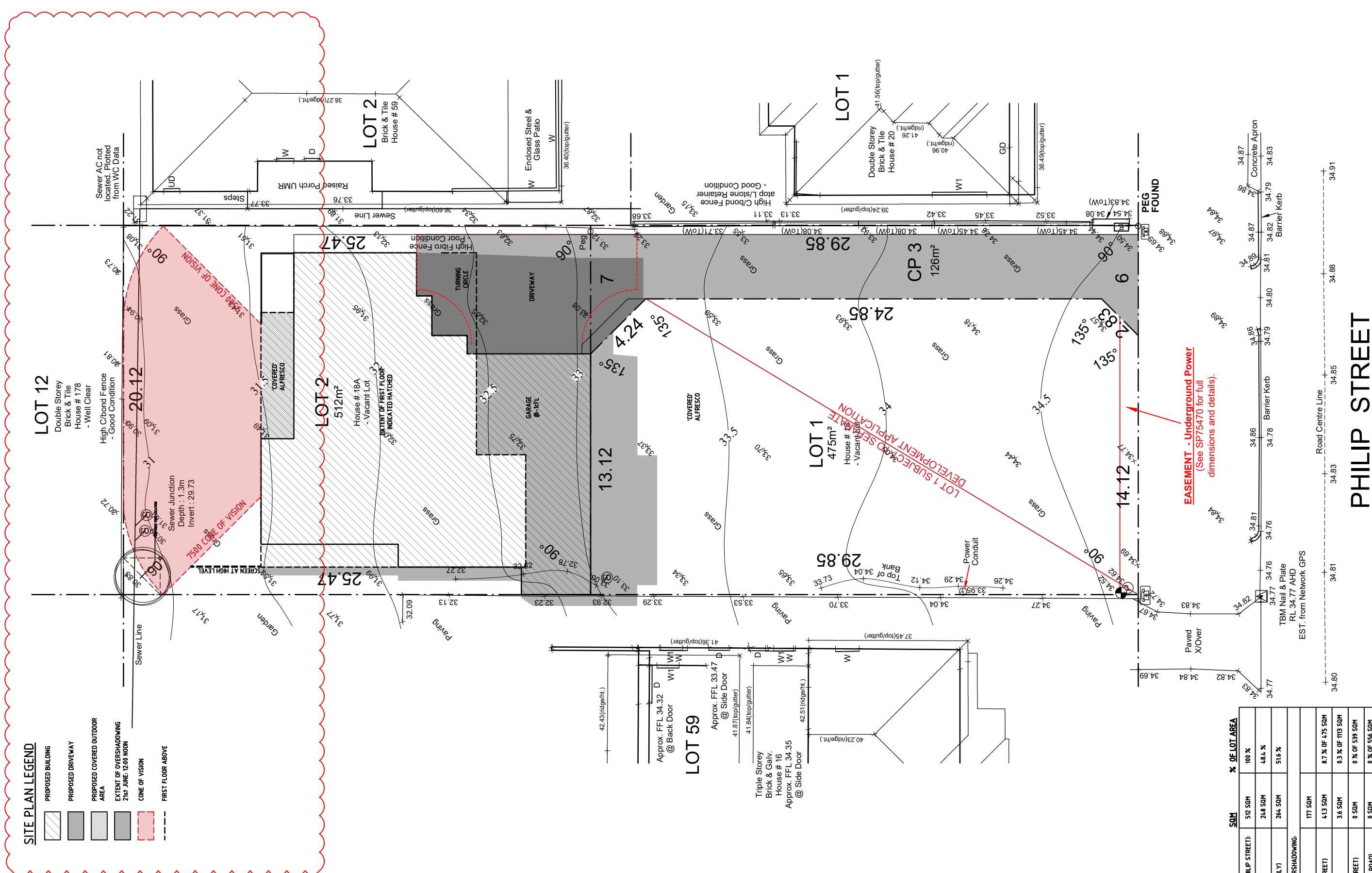
Evaluation			
Summary of...		Date Due	Complete / Attached
Feedback / Results / Outcomes / Recommendations		14/5/2021	
Outcomes Shared			
Methods	Responsible	Date Due	Complete / Attached
E-Newsletter	<input type="checkbox"/> Communications		<input type="checkbox"/>
Email Notification	<input type="checkbox"/> Relevant Officer		<input type="checkbox"/>
Website	<input type="checkbox"/> Communications		<input type="checkbox"/>
Facebook	<input type="checkbox"/> Communications		<input type="checkbox"/>
Media Release	<input type="checkbox"/> Communications		<input type="checkbox"/>
Advert - Newspaper	<input type="checkbox"/> Communications		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
Notes			

18 Philip Street (Lot 2) – Location and Advertising



18A Philip Street – Site Photos





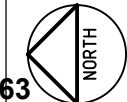
SITE PLAN LEGEND

	PROPOSED BUILDING
	PROPOSED DRIVEWAY
	PROPOSED COVERED OUTDOOR AREA
	EXTENT OF OVERSHADOWING 21st JUNE, 12:00 NOON
	CONE OF VISION
	FIRST FLOOR ABOVE

LOT AREAS

LOT AREAS	SQM	% OF LOT AREA
LOT AREA (LOT 2 - 18A PHILIP STREET)	512 SQM	100 %
OPEN SPACE AREA	248 SQM	48.4 %
BUILT FORM AREA (GEL ONL Y1)	264 SQM	51.6 %
MAXIMUM EXTENT OF OVERSHADOWING		
- TOTAL	177 SQM	
- LOT 1 (18 PHILIP STREET)	4.3 SQM	8.7 % OF 475 SQM
- LOT 59	3.6 SQM	0.3 % OF 1113 SQM
- LOT 1 (20 PHILIP STREET)	0 SQM	0 % OF 539 SQM
- LOT 2 (59 CLAYTON ROAD)	0 SQM	0 % OF 556 SQM

PROPOSED RESIDENCE FOR:
 LENZO
 ADDRESS:
 18A (LOT 2) PHILIP STREET
 EAST FREMANTLE, WA



SITE PLAN
 1:500 @ A3
 REV. 1 - 04.07.2021

A00

PHILIP STREET

EASEMENT - Underground Power
 (See SP75470 for full dimensions and details).

LOT 1 SUBJECT TO SEPARATE DEVELOPMENT APPLICATION

LOT 12
 Double Storey Brick & Tile House # 178
 - Well Clear
 High Cl/bond Fence - Good Condition
 20.12
 Sewer Junction Depth : 1.3m Invert : 29.73
 90°
 3° CONE OF VISION
 3° CONE OF VISION

LOT 2
 512m²
 House # 18A
 - Vacant Lot
 - EXTENT OF FIRST FLOOR INDICATED HATCHED

LOT 1
 475m²
 House # 18A
 - Vacant Lot

LOT 3
 126m²
 CP 3

LOT 1
 Double Storey Brick & Tile House # 20

LOT 59
 Triple Storey Brick & Galv. House # 16
 Approx. FFL 34.35 @ Side Door
 Approx. FFL 34.32 @ Back Door
 Approx. FFL 33.47 @ Side Door
 41.87 (top/gutter)
 41.84 (top/gutter)
 42.51 (ridge/ht.)
 40.23 (ridge/ht.)

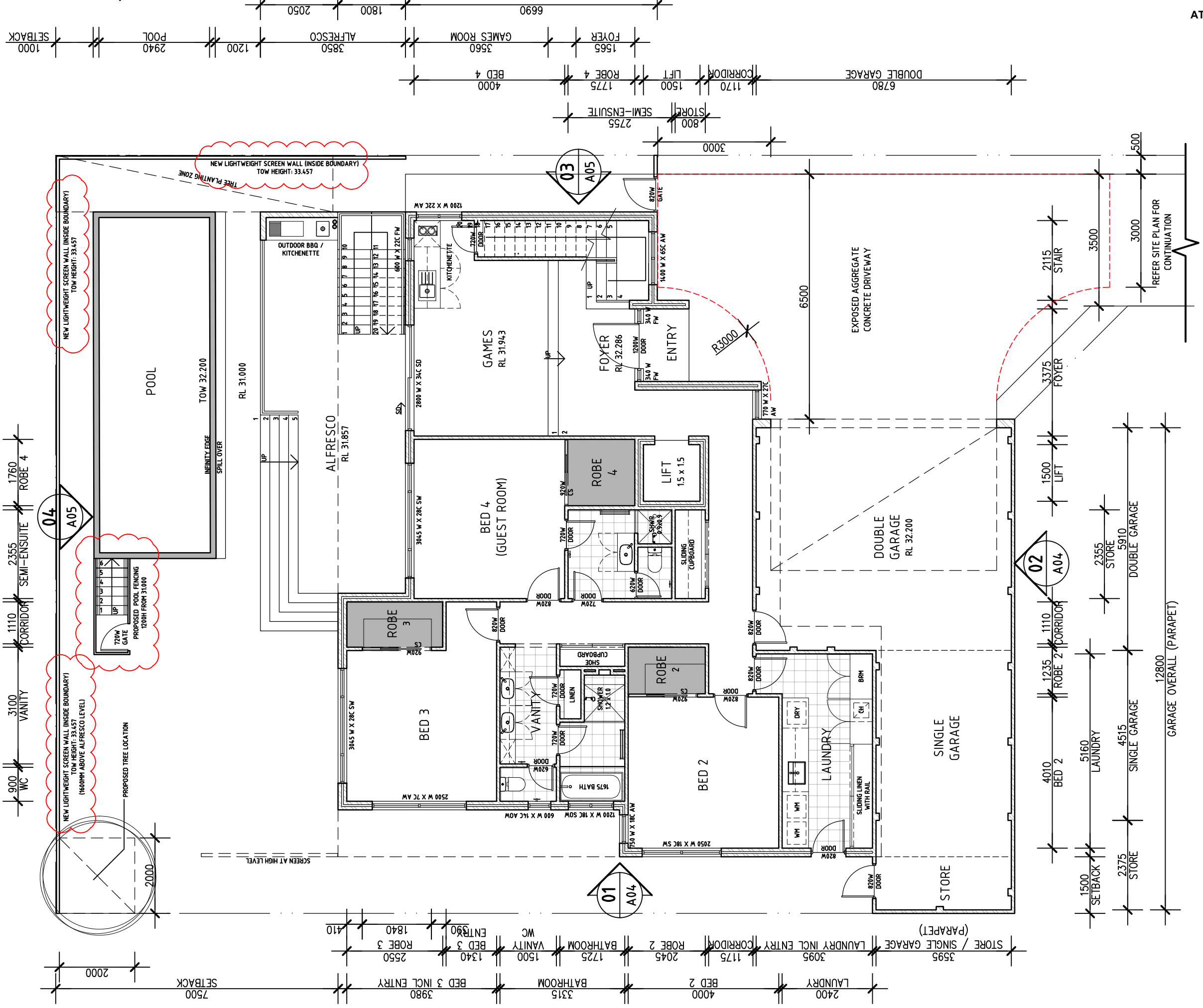
TBM Nail & Plate
 RL 34.77 AHD
 EST. from Network GPS

PEG FOUND

AREAS:
 GROUND FLOOR: 162m²
 FIRST FLOOR: 167m²
 BALCONIES: 21m²
 GARAGE: 65m²
 ALFRESCO: 34m²
TOTAL: 449m²

FLOOR PLAN LEGEND

- EXISTING BRICK WALLS
- NEW PROPOSED DOUBLE BRICK WALL
- NEW PROPOSED SINGLE LEAF BRICK WALL
- ROOF LINE ABOVE
- BOUNDARY LINE

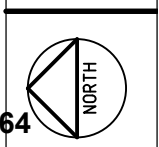


ATTACHMENT 1

GROUND FLOOR PLAN - LOT 2 - 1
 1:100 @ A3
 REV J - 08.07.2021

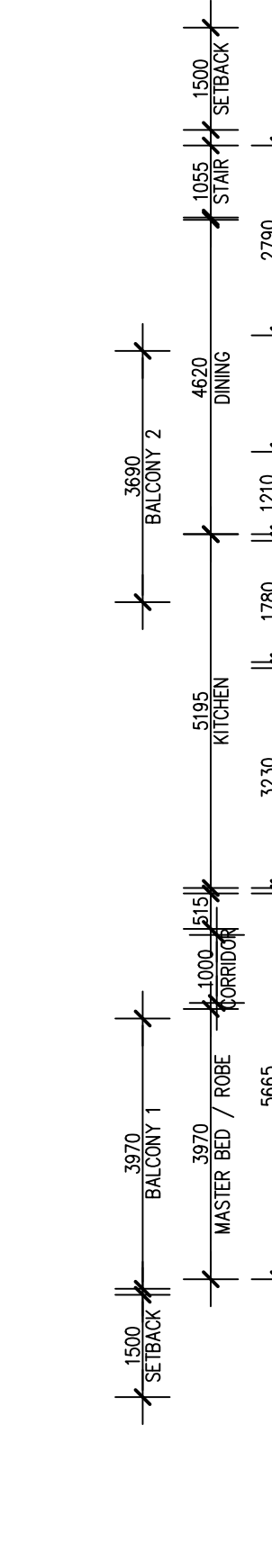
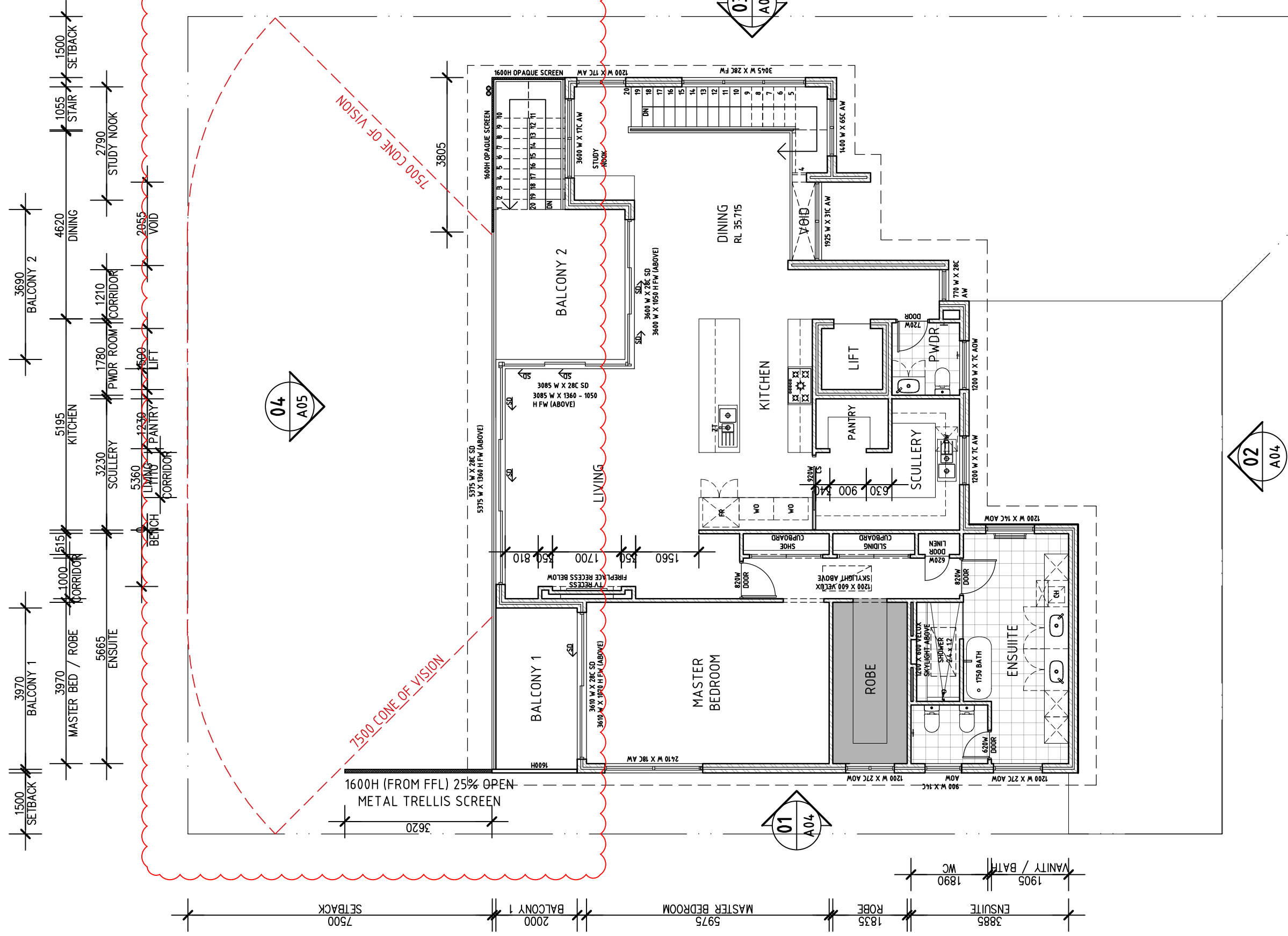
A01

PROPOSED RESIDENCE FOR:
 LENZO
 ADDRESS:
 18A (LOT 2) PHILIP STREET
 EAST FREMANTLE, WA



AREAS:

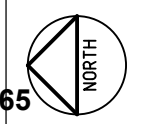
GROUND FLOOR: 162m ²
FIRST FLOOR: 167m ²
BALCONIES: 21m ²
GARAGE: 65m ²
ALFRESCO: 34m ²
TOTAL: 449m²



FLOOR PLAN LEGEND

[Solid Grey Box]	EXISTING BRICK WALLS
[Hatched Box]	NEW PROPOSED DOUBLE BRICK WALL
[Horizontal Lines Box]	NEW PROPOSED SINGLE LEAF BRICK WALL
[Dashed Line]	ROOF LINE ABOVE
[Solid Line]	BOUNDARY LINE

PROPOSED RESIDENCE FOR:
LENZO
 ADDRESS:
 18A (LOT 2) PHILIP STREET
 EAST FREMANTLE, WA

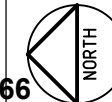




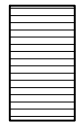
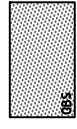
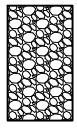

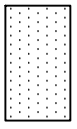
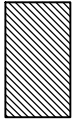


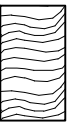

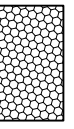


NORTHERN ELEVATION



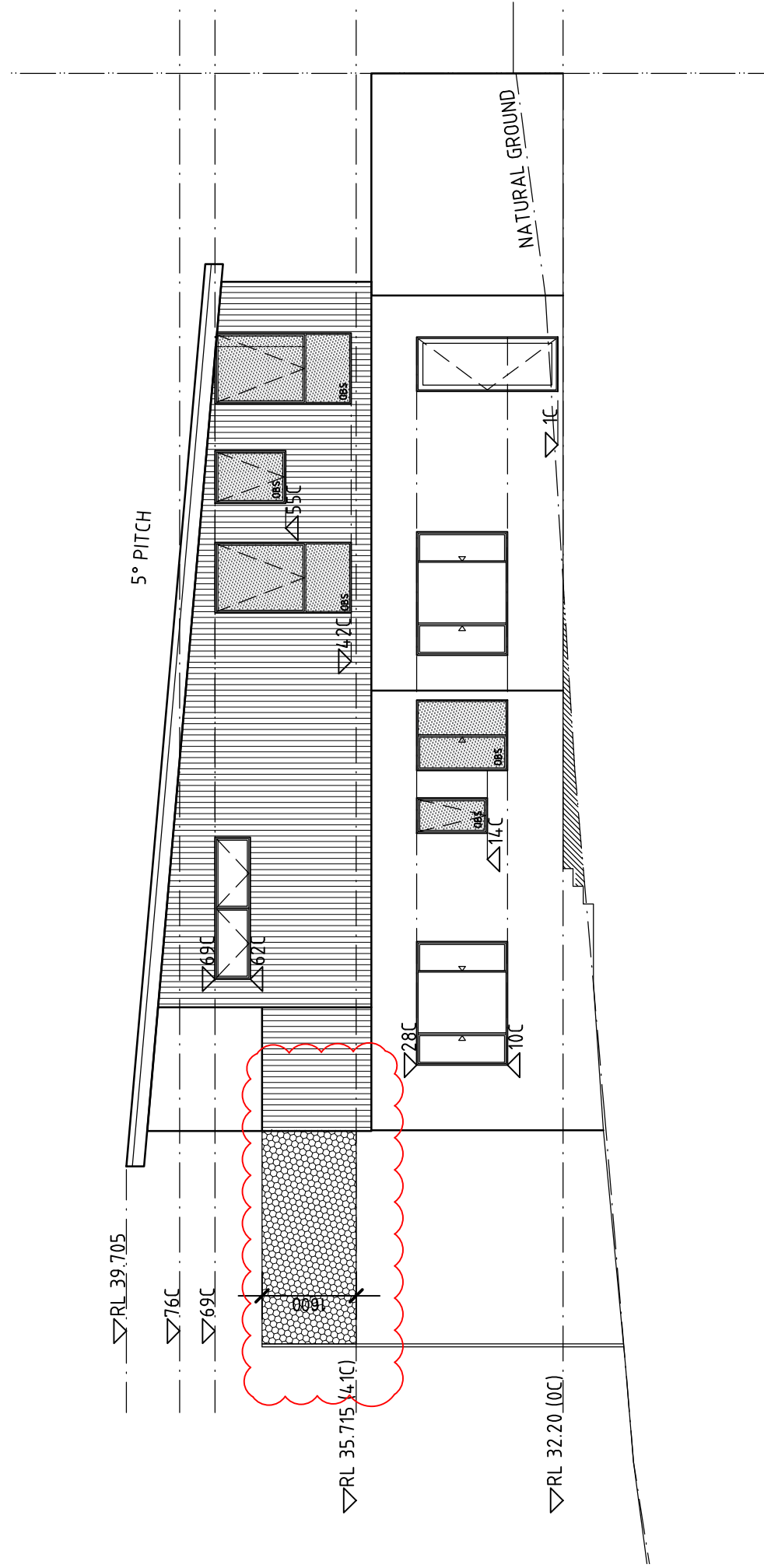
SOUTHERN ELEVATION



ELEVATIONS LEGEND

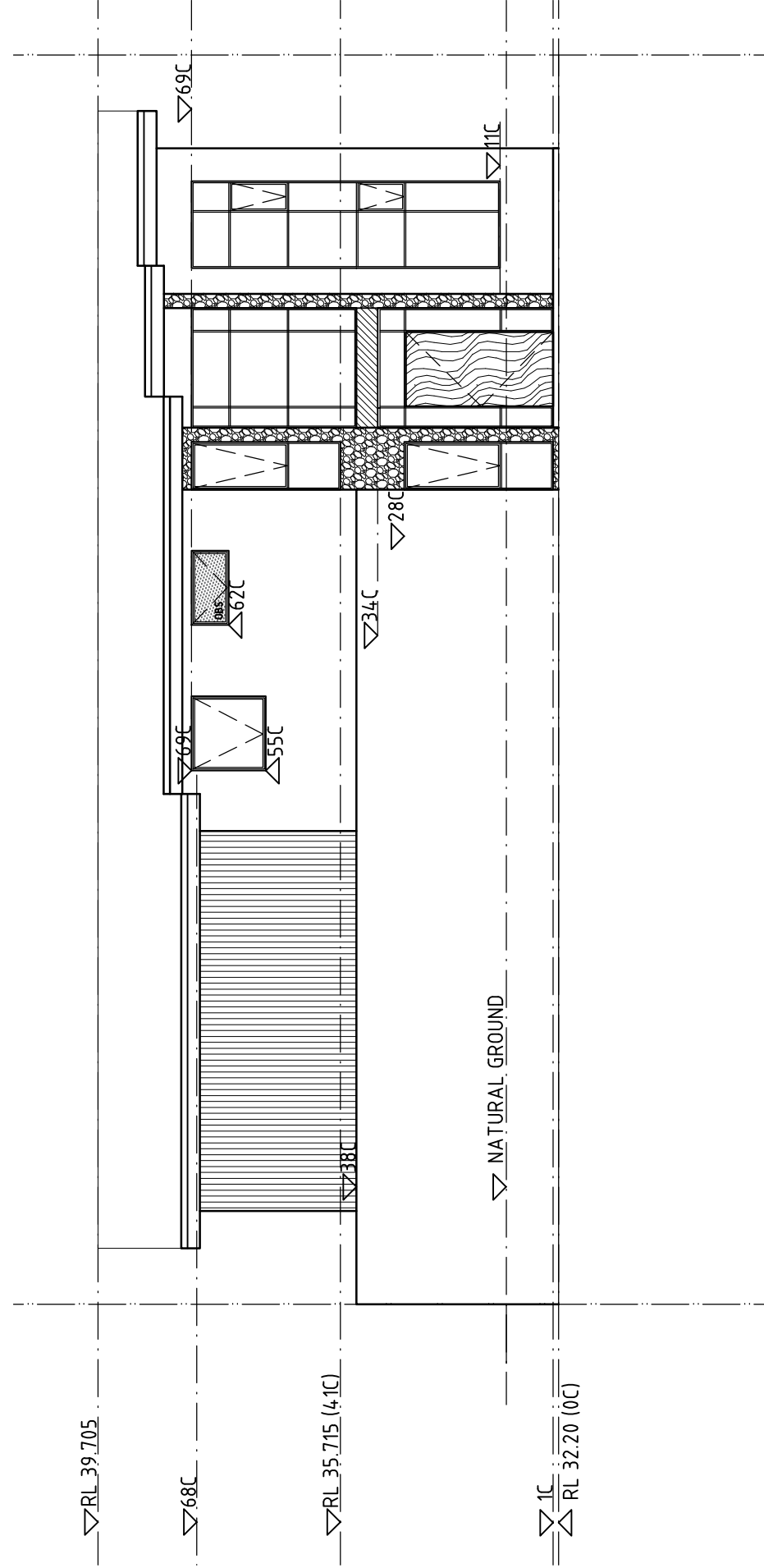
	PAINTED BGC DURAGROOVE CLADDING		OBSCURE GLAZING
	FEATURE STONE CLADDING		EXPOSED AND PAINTED STRUCTURAL STEEL
	FRAMELESS CLEAR GLAZED BALUSTRADE		EXTENT OF FILL / CUT
	STEEL MESH BALUSTRADE		PAINTED CFC SHEETING WITH EXPRESSED JOINTS
	TIMBER FINISH		BOUNDARY LINE
	25% OPEN METAL SCREEN		DATUM LINE
			PROPOSED GROUND LEVEL

- ELEVATION NOTES:**
1. WALL FINISH IS GENERALLY TEXTURECOAT FINISH RENDERED DOUBLE BRICKWORK
 2. WINDOW FRAMES TO BE POWDERCOATED ALUMINIUM
 3. ROOFING TO BE TRIMDECK ROOF SHEETING IN COLORBOND FINISH
 4. ROOF PLUMBING GENERALLY TO BE COLORBOND STEEL
 5. EXTERNAL STAIR TO BE CONCRETE CONSTRUCTION. PAINTED FINISH



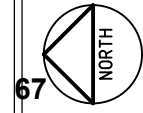
WEST ELEVATION (1)

SCALE 1:100



SOUTH ELEVATION (2)

SCALE 1:100



PROPOSED RESIDENCE FOR:
LENZO
ADDRESS:
18A (LOT 2) PHILIP STREET
EAST FREMANTLE, WA

A04

ELEVATIONS - LOT 2

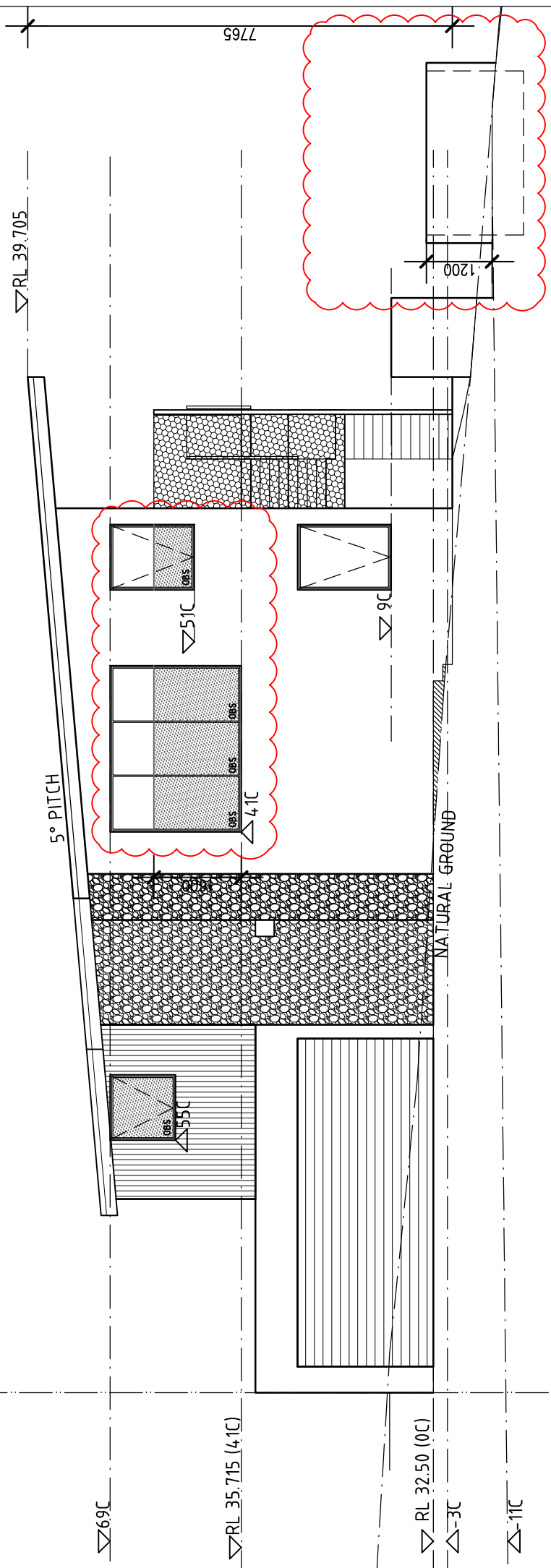
1:100 @ A3

REV K - 04.07.2021

ELEVATIONS LEGEND

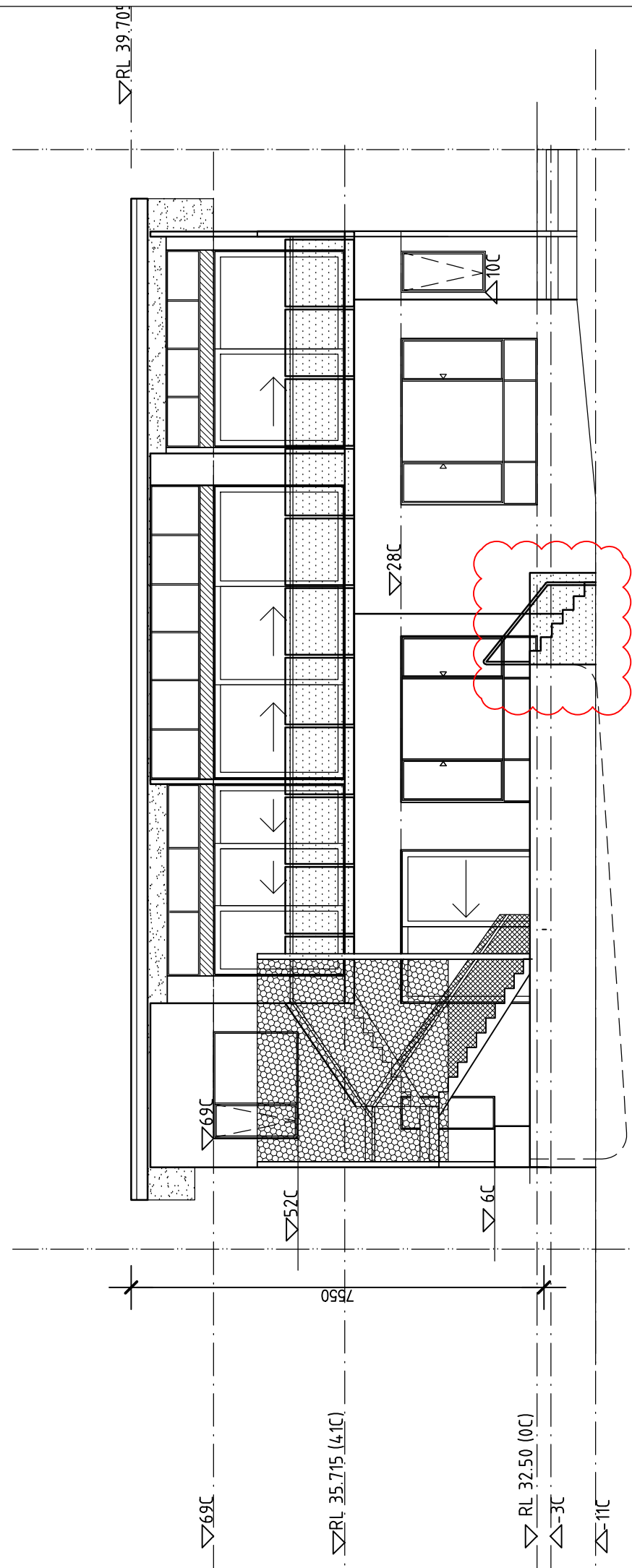
	PAINTED BGC DURAGROOVE CLADDING		OBSCURE GLAZING
	FEATURE STONE CLADDING		EXPOSED AND PAINTED STRUCTURAL STEEL
	FRAMELESS CLEAR GLAZED BALUSTRADE		EXTENT OF FILL / CUT
	STEEL MESH BALUSTRADE		PAINTED CFC SHEETING WITH EXPRESSED JOINTS
	TIMBER FINISH		BOUNDARY LINE
	25% OPEN METAL SCREEN		DATUM LINE
			PROPOSED GROUND LEVEL

- ELEVATION NOTES:**
1. WALL FINISH IS GENERALLY TEXTURECOAT FINISH RENDERED DOUBLE BRICKWORK
 2. WINDOW FRAMES TO BE POWDERCOATED ALUMINIUM
 3. ROOFING TO BE TRIMDECK ROOF SHEETING IN COLORBOND FINISH
 4. ROOF PLUMBING GENERALLY TO BE COLORBOND STEEL
 5. EXTERNAL STAIR TO BE CONCRETE CONSTRUCTION. PAINTED FINISH



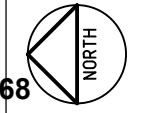
EAST ELEVATION (3)

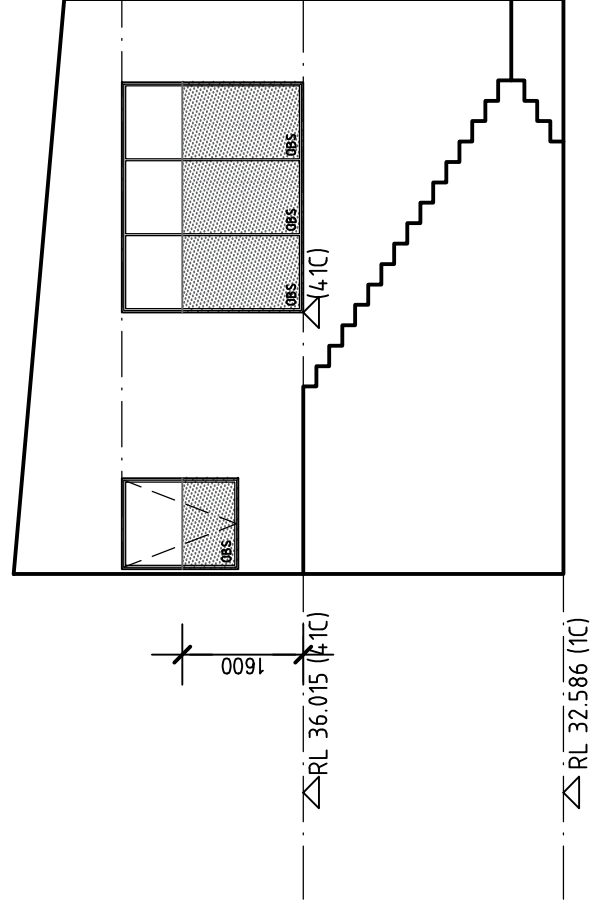
SCALE 1:100



NORTH ELEVATION (4)

SCALE 1:100





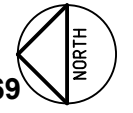
INTERNAL ELEVATION

SCALE 1:100



INTERNAL PERSPECTIVE

NTS



PROPOSED RESIDENCE FOR:
 LENZO
 ADDRESS:
 18A (LOT 2) PHILIP STREET
 EAST FREMANTLE, WA

A06







INTERNAL ELEVATIONS - LOT 2
NTS

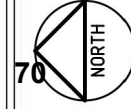
REV H - 04.07.2021



LOT 2 - COLOUR PALLETTE - SOUTHERN FACADE

KEY:

-  - COLOURBOND SURFMIST (OR EQUIVALENT)
-  - COLOURBOND WOODLAND GREY (OR EQUIVALENT)
-  - FEATURE STONE CLADDING
-  - TIMBER DOOR
-  - CHARCOAL WINDOW FRAMES
-  - COLOURBOND PAPERBARK (OR EQUIVALENT)



PROPOSED RESIDENCE FOR:
LENZO
 ADDRESS:
 18 (LOT 1) + 18A (LOT 2) PHILIP STREET
 EAST FREMANTLE, WA

A07

COLOUR PALLETTE - LOT 2

NTS

REV. B - 25.05.2021



Community Engagement Checklist

Development Application P32/21 - 18 Philip Street (Lot 2)

Project Name

Objective of Engagement:	Neighbour Consultation		
Lead Officer:	Regulatory Services		
Timeline:	Start Date:	29/04/2021	Outcomes By: 14/5/2021
Stakeholders			
Stakeholders to be considered. <i>Please highlight those to be targeted during engagement.</i>	Aged	<input type="checkbox"/>	Ratepayers (all / targeted) <input type="checkbox"/>
	Businesses	<input type="checkbox"/>	Residents (all / targeted) <input checked="" type="checkbox"/>
	Children (School / Playgroup)	<input type="checkbox"/>	Service Providers <input type="checkbox"/>
	Community Groups	<input type="checkbox"/>	Unemployed <input type="checkbox"/>
	Disabled People	<input type="checkbox"/>	Visitors <input type="checkbox"/>
	Environmental	<input type="checkbox"/>	Volunteers <input type="checkbox"/>
	Families	<input type="checkbox"/>	Workers <input type="checkbox"/>
	Govt. Bodies	<input type="checkbox"/>	Youth <input type="checkbox"/>
	Indigenous	<input type="checkbox"/>	<input type="checkbox"/>
	Neighbouring LGs	<input type="checkbox"/>	<input type="checkbox"/>
Staff to be notified:	Office of the CEO	<input type="checkbox"/>	Councillors <input type="checkbox"/>
	Corporate Services	<input type="checkbox"/>	Consultant/s <input type="checkbox"/>
	Development Services	<input type="checkbox"/>	<input type="checkbox"/>
	Operations (Parks/Works)	<input type="checkbox"/>	<input type="checkbox"/>
Community Engagement Plan			
Methods	Responsible	Date Due	Reference / Notes
1.1 E News	<input type="checkbox"/> Communications		<input type="checkbox"/>
1.2 Email Notification ~	<input type="checkbox"/> Relevant Officer		<input type="checkbox"/>
1.3 Website	<input type="checkbox"/> Communications		<input type="checkbox"/>
1.4 Facebook	<input type="checkbox"/> Communications		<input type="checkbox"/>
1.5 Advert - Newspaper	<input type="checkbox"/> Communications		<input type="checkbox"/>
1.6 Fact Sheet	<input type="checkbox"/> Communications		<input type="checkbox"/>
1.7 Media Rel./Interview	<input type="checkbox"/> Communications		<input type="checkbox"/>
2.1 Information Stalls	<input type="checkbox"/> Relevant Officer		<input type="checkbox"/>
2.2 Public Meeting/Forum	<input type="checkbox"/> Executive Direction		<input type="checkbox"/>
2.3 Survey/Questionnaire	<input type="checkbox"/> Relevant Officer		<input type="checkbox"/>
3.1 Focus Group	<input type="checkbox"/> Executive Direction		<input type="checkbox"/>
3.2 Referendum/Ballot	<input type="checkbox"/> Executive Direction		<input type="checkbox"/>
3.3 Workshop	<input type="checkbox"/> Relevant Officer		<input type="checkbox"/>
4.1 Council Committee	<input type="checkbox"/> Executive Direction		<input type="checkbox"/>
4.2 Working Group	<input type="checkbox"/> Executive Direction		<input type="checkbox"/>
* Statutory Consultation	<input checked="" type="checkbox"/> Relevant Officer		<input checked="" type="checkbox"/> Advertised to 9 surrounding properties.
# Heritage Consultation	<input type="checkbox"/> Regulatory Services		<input type="checkbox"/>
^ Mail out (note: timeliness)	<input type="checkbox"/> Communications		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>

Evaluation			
Summary of...		Date Due	Complete / Attached
Feedback / Results / Outcomes / Recommendations		14/5/2021	
Outcomes Shared			
Methods	Responsible	Date Due	Complete / Attached
E-Newsletter	<input type="checkbox"/> Communications		<input type="checkbox"/>
Email Notification	<input type="checkbox"/> Relevant Officer		<input type="checkbox"/>
Website	<input type="checkbox"/> Communications		<input type="checkbox"/>
Facebook	<input type="checkbox"/> Communications		<input type="checkbox"/>
Media Release	<input type="checkbox"/> Communications		<input type="checkbox"/>
Advert - Newspaper	<input type="checkbox"/> Communications		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
Notes			

33 Moss Street – Location Plan



33 Moss Street - Site Photos



PLACE RECORD FORM



PRECINCT	Woodside
ADDRESS	33 Moss Street
PROPERTY NAME	Moss Street Lodge and Stables
LOT NO	Reserve 37909 under Management Order
PLACE TYPE	Residence
CONSTRUCTION DATE	C 1903
ARCHITECTURAL STYLE	Federation Queen Anne
USE/S	Original Use: Residence/ Current Use: Vacant
STATE REGISTER	N/A
OTHER LISTINGS	N/A
MANAGEMENT CATEGORY	Category A
PHYSICAL DESCRIPTION	No 33 Moss Street is a single storey building constructed in brick and rendered brick with a tiled roof. It is a very fine expression of the Federation Queen Anne style. It is asymmetrically composed with gable thrust bays and a full width return hip roofed verandah. The verandah is supported on timber posts. Two half-timbered gable thrust bays address the street. The gable bay to the north is parallel with the street while the one to the south sits on a 45 degree angle. Below each gable is a bay window featuring casement windows. There is a central door and hopper light flanked by sidelights. The roofscape features several rendered chimneys. There are string courses and windows feature decorative sills.

The place retains its form and most of its details. There are additions and a car park to the rear. A stable block in brick and corrugated iron is also to the rear.

The place is consistent with the building pattern in the Precinct. However, the building is unique in that it is located on a substantially large lot. The place plays an important role in the pattern of development of a middle class suburb.

HISTORICAL NOTES

Woodside is a relatively cohesive precinct where most of the places were constructed following the subdivision of W.D. Moore's Estate commencing in 1912. Most of the lots were sold between 1912 and 1929 and the majority of buildings were completed in this time. Residences were substantial and of various Federation period styles distinguishing the area from the small worker's cottages of Plympton. The Inter-War Bungalow style residence is also represented in Woodside.

The Woodside Precinct remains largely intact in terms of original housing with little infill subdivision or replacement housing.

John Wesley Bateman (head of the Bateman family) died in 1909. This house was built for his widow who lived there until 1920. The house was occupied for a short time by the Bates family then became Illawarra Private Hospital in 1922. It was best known as St Helen's, which it became in 1929 under Nurse Stradwild and later under Sister Walters. In 1948 it was taken over by Miss L R Kidston-Hunter and Miss P McKinnon. They were in charge until it became an annexe of the Fremantle Hospital. In 1983 it was taken over for use by the Community Psychiatric Division of the Health Department and became known as the Moss Street Lodge.

OWNERS

Health Department of Western Australia
Illawarra Private Hospital
Bates Family

HISTORIC THEME

Demographic Settlements - Residential Subdivision

CONSTRUCTION MATERIALS

Walls – Brick and rendered brick
Roof – Tiles and corrugated iron

PHYSICAL SETTING

The residence is situated on a near flat site with a hedge on the lot boundary.

STATEMENT OF SIGNIFICANCE

No 33 Moss Street is a single storey building constructed in brick and rendered brick with a tiled roof. It has historic and aesthetic value for its contribution to Woodside's high concentration of predominantly Federation period houses and associated buildings. The place contributes to the local community's sense of place.

The place has exceptional aesthetic value as a Federation Queen Anne style building. The place retains a moderate to high degree of authenticity and a high degree of integrity.

The additions to the rear have no significance.

AESTHETIC SIGNIFICANCE

No 33 Moss Street has exceptional aesthetic value as a Federation Queen Anne style building. It retains most of the characteristic features of a dwelling of the type and period.

HISTORIC SIGNIFICANCE

No 33 Moss Street has considerable historic value. It has associations with the Bates family and Illawarra Private Hospital. It was part of the suburban residential development associated with the expansion of East Fremantle and the subdivision of W. D. Moore's Woodside Estate from 1912.

SCIENTIFIC

N/A

SIGNIFICANCE

SOCIAL
SIGNIFICANCE

No 33 Moss Street has considerable social value. It is associated with a significant area of middle class Federation and Inter-War period development which contributes to the community's sense of place.

RARITY

No 33 Moss Street is unique in the immediate context. Woodside has rarity value as a cohesive middle class suburb.

CONDITION

No 33 Moss Street is in good condition.

INTEGRITY

No 33 Moss Street retains a high degree of integrity.

AUTHENTICITY

No 33 Moss Street retains a moderate to high degree of authenticity.

MAIN SOURCES

State Heritage Office



Government of **Western Australia**
Department of Health
South Metropolitan Health Service

Your Ref: P/MOS33
Enquiries: Mark Stokoe
Phone: 9431-3976

Town of East Fremantle
PO Box 1097
FREMANTLE WA 6959

By Email: admin@eastfremantle.wa.gov.au

Dear Sir/Madam

No. 33 Moss Street (Reserve 37909), East Fremantle
Application for Development Approval

Please find attached an Application for Development Approval for 33 Moss Street, East Fremantle dated 1 June 2021. The South Metropolitan Health Service (SMHS) is applying for the permanent use of the facility as short-term residential accommodation for fifteen (15) persons plus staff.

A notification was provided to the Town of Fremantle on the 24th July 2020 that the development works were completed to the requirements under the planning approval (Ref: P/MOS33) with any minor corrections as approved by the Town of East Fremantle. The official opening of the facility by the Minister for Health was on the 31st July 2020 with full operational use of 33 Moss Street starting on the 3rd August 2020. Temporary approval for the increase from 10 to 15 persons was issued on the 8th March 2021. The Development Approval is valid to 3rd August 2021.

The residence will continue to deliver the same programs that have been successfully provided at Moss Street. The service is a shared living/communal home that provides short-term accommodation (for up to six weeks) to people who have been diagnosed with a mental health illness. Mental health care coordinators only refer suitable non-acute clients to the service. Access to the service will continue to be based on very strict criteria to those living in the community who need short-term aid but do not need hospitalisation and those ready to leave hospital but who need extra support for a short time before going home or moving into a new home in the community.

As part of the Fiona Stanley/ Fremantle Hospital Group, the service works within SMHS Policies and Guidelines. The nursing workforce includes of highly skilled Mental Health Clinicians who in turn are supported by the consumers mental health Multi-Disciplinary Team. All service consumers are aware of their rights and responsibilities' as per the residential contract. If they are unable to function within these parameters their access to the service would be withdrawn.

Regards

Mark Stokoe
Area Director, Infrastructure and Facilities Management
South Metropolitan Health Service

1 June 2021

Attached: Development Application

TOWN OF EAST FREMANTLE

33 MOSS STREET, EAST FREMANTLE – DEVELOPMENT APPLICATION 46/21
 PROPOSED PERMANENT APPROVAL – SHORT TERM ACCOMMODATION FOR 15 PERSONS AND 5 STAFF

SCHEDULE OF SUBMISSIONS

Consultation period 11 June – 12 July 2021

No.	Description of Affected Property	Submission	Response / Recommendation
1	Bedford Street	<p>Support There has been no detrimental impact on the street, management has been excellent and I withdraw the objections I raised [initially]. The previous organisation which occupied the Moss Street property in about 2000 resulted in many criminal and negative social impacts. I have lived very close by since 1990 and there has never been an organisation in the Moss Street Lodge that has been as peaceful in the street as the current one.</p>	<p>Noted.</p>
2	Moss Street	<p>Object I would like to state our great disappointment that this facility was opened with no notification to us in the prior 12 months to opening. We were never informed by Council about the facility opening as a mental health facility in this time - not by email, letter box drop or other. The first we knew was when we received an invitation to the opening in our post box. This lack of community consultation is absolutely inadequate and extremely disappointing. Accommodation such as this on a residential street should come with regular consultation in the 24 months and 12 months before opening and this was completely lacking.</p> <p>The opening of the facility has resulted in increased traffic to the street, increased parking and increased use of the street and local parks by patients. I do not think that increasing the numbers by 50% from 10 to 15 residents is a reasonable increase particularly keeping in mind the lack of consultation prior to opening on the appropriateness of this use in this location.</p>	<p>No change to the Officer Recommendation.</p> <p>The Town has not received any other comments/complaints from residents regarding the accommodation use, traffic/parking, or the increase in use of local streets and parks as raised in this submission. Outside of the advertising period no other issues have been voiced by residents and the Town has not been required to deal with any issues on site. The Town does not consider this use to have a negative impact on residential amenity.</p> <p>Consultation in regard to the development application has been undertaken in accordance with the <i>Planning and Development (LPS) Regulations, 2015</i> and Local Planning Scheme No. 3.</p>



Community Engagement Checklist

Development Application P46/21 - 33 Moss Street

Project Name

Objective of Engagement:	Surrounding land owner and occupier consultation		
Lead Officer:	Regulatory Services		
Timeline:	Start Date:	11 June 2021	Outcomes By: 12 July 2021
Stakeholders			
Stakeholders to be considered. <i>Please highlight those to be targeted during engagement.</i>	Aged	<input type="checkbox"/>	Ratepayers (all / targeted) <input checked="" type="checkbox"/>
	Businesses	<input type="checkbox"/>	Residents (all / targeted) <input checked="" type="checkbox"/>
	Children (School / Playgroup)	<input type="checkbox"/>	Service Providers <input type="checkbox"/>
	Community Groups	<input type="checkbox"/>	Unemployed <input type="checkbox"/>
	Disabled People	<input type="checkbox"/>	Visitors <input type="checkbox"/>
	Environmental	<input type="checkbox"/>	Volunteers <input type="checkbox"/>
	Families	<input type="checkbox"/>	Workers <input type="checkbox"/>
	Govt. Bodies	<input type="checkbox"/>	Youth <input type="checkbox"/>
	Indigenous	<input type="checkbox"/>	<input type="checkbox"/>
	Neighbouring LGs	<input type="checkbox"/>	<input type="checkbox"/>
Staff to be notified:	Office of the CEO	<input type="checkbox"/>	Councillors <input type="checkbox"/>
	Corporate Services	<input type="checkbox"/>	Consultant/s <input type="checkbox"/>
	Development Services	<input type="checkbox"/>	<input type="checkbox"/>
	Operations (Parks/Works)	<input type="checkbox"/>	<input type="checkbox"/>
Community Engagement Plan			
Methods	Responsible	Date Due	Reference / Notes
1.1 E News	<input type="checkbox"/> Communications		<input type="checkbox"/>
1.2 Email Notification ~	<input type="checkbox"/> Relevant Officer		<input type="checkbox"/>
1.3 Website	<input type="checkbox"/> Communications		<input type="checkbox"/>
1.4 Facebook	<input type="checkbox"/> Communications		<input type="checkbox"/>
1.5 Advert - Newspaper	<input type="checkbox"/> Communications		<input type="checkbox"/>
1.6 Fact Sheet	<input type="checkbox"/> Communications		<input type="checkbox"/>
1.7 Media Rel./Interview	<input type="checkbox"/> Communications		<input type="checkbox"/>
2.1 Information Stalls	<input type="checkbox"/> Relevant Officer		<input type="checkbox"/>
2.2 Public Meeting/Forum	<input type="checkbox"/> Executive Direction		<input type="checkbox"/>
2.3 Survey/Questionnaire	<input type="checkbox"/> Relevant Officer		<input type="checkbox"/>
3.1 Focus Group	<input type="checkbox"/> Executive Direction		<input type="checkbox"/>
3.2 Referendum/Ballot	<input type="checkbox"/> Executive Direction		<input type="checkbox"/>
3.3 Workshop	<input type="checkbox"/> Relevant Officer		<input type="checkbox"/>
4.1 Council Committee	<input type="checkbox"/> Executive Direction		<input type="checkbox"/>
4.2 Working Group	<input type="checkbox"/> Executive Direction		<input type="checkbox"/>
* Statutory Consultation	<input checked="" type="checkbox"/> Relevant Officer	11 June to 12 July 2021	<input type="checkbox"/> see attached plan
# Heritage Consultation	<input type="checkbox"/> Regulatory Services		<input type="checkbox"/>
^ Mail out (note: timeliness)	<input type="checkbox"/> Communications		<input type="checkbox"/>

ITEM 11.1
ITEM 12.3

ATTACHMENT 1
ATTACHMENT 6

	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
Evaluation			
Summary of...	Date Due	Complete / Attached	
Feedback / Results / Outcomes / Recommendations	12 July 2021	1 Submission in support	
Outcomes Shared			
Methods	Responsible	Date Due	Complete / Attached
E-Newsletter	<input type="checkbox"/> Communications		<input type="checkbox"/>
Email Notification	<input type="checkbox"/> Relevant Officer		<input type="checkbox"/>
Website	<input checked="" type="checkbox"/> Communications		<input type="checkbox"/>
Facebook	<input type="checkbox"/> Communications		<input type="checkbox"/>
Media Release	<input type="checkbox"/> Communications		<input type="checkbox"/>
Advert - Newspaper	<input type="checkbox"/> Communications		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
Notes			
Location map: See below.			



13. REPORTS

13.1 FINANCE

13.1.1 Statement of Financial Activity for Period Ended 31 July 2021

Applicant	Not Applicable
File ref	F/FNS2
Prepared by	Sam Dolzadelli, Strategic & Financial Accountant
Supervised by	Peter Kocian, Executive Manager Corporate Services
Meeting Date:	17 August 2021
Voting requirements	Part 5 of the Officer's Recommendation requires an Absolute Majority
Documents tabled	Nil
Attachments	1. Statement of Financial Activity 31 July 2021 2. Capital Works Report 3. Financial Health Check 31 July 2021

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 31 July 2021. A Capital Works Report and Financial Health Check summary is also appended.

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 2022.

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
- Statement of Financial Position
- 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 2021/22 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 2021/22 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	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 31 July 2021. The following is a summary of headline numbers from the attached financial reports:

	Original Budget	YTD Budget	July Actuals
Opening Surplus	689,520	689,520	591,172
Operating Revenue	11,022,229	8,898,263	8,908,673
Operating Expenditure	(12,194,573)	(1,122,318)	(602,559)
Capital Expenditure	(16,495,464)	(72,997)	50,547
Capital Income	10,558,322	0	0
Financing Activities	3,997,729	(137,010)	(137,158)
Non-Cash Items	2,422,237	214,265	0
Closing Surplus/(Deficit)	0	8,469,723	8,810,675
Unrestricted Cash			2,886,791
Restricted Cash			1,439,795

- 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 **31 July 2021**. The full year capital works budget (amended) has been 0% expended with \$0 in actual expenditure. **Note – Due to accrued expenses being reversed in July and a number of capital invoices not being processed until August, the capital expenditure figure shows as positive, this will revert to the correct amount for the August financials.**
- Rates were levied in the month of July with rate notices issued 19 July. At the end of July 14.53% of rates levied (including arrears) have been receipted. The due date for payment of rates including the election of instalments is the 23rd of August.
- The Town is holding unspent grants of \$316,844 as restricted cash, with a corresponding contract liability on the balance sheet. As the Town performs its obligations in the grant agreements, grant income will be recognised, and the contract liability reduced. This will move the unspent grants restricted cash to unrestricted municipal cash.
- The Town's adopted 2021-22 budget includes a brought forward surplus funding position of \$689,520. The July 2021 Monthly Financial Report is built on the Town's accounting records as at the 6 August 2021, with an actual (unaudited) opening surplus position of \$591,172. The Town is confident that the actual opening surplus is accurate and subject to limited change as the year progresses.

Budget Variations

Council is requested to approve the following variations to the 2021/22 Budget, with explanations provided in the Schedule. There is an adjustment to the brought forward surplus estimate due to grant income being de-recognised as at 30 June 2021 and moved to the balance sheet as a contract liability. Other variations relate to the timing of grant income received, grants being unsuccessful, and a new allocation of \$30k to complete bore works at Locke Park which also irrigates East Fremantle Oval.

Account No.	Description	Original Budget	Amended Budget	Variance Increase / (Decrease) In funding position	Comment
	Brought Forward Surplus from 30 June 2021	\$689,520	\$591,172	(\$98,348)	End of year accounting entries are not complete; however, this is a revised estimate based on an assessment of accrued expenses (currently \$130k, journal yet to be processed) and accounting of contract liabilities
I12042	Non-Operating grants – LRCIP	\$262,131	\$337,894	\$75,763	\$259,555 accounted for as a contract liability. 100% of phase 1 grant \$75,763 + 70% of phase 2 grant \$183,492. Budget variation is recognising the remaining 30% of phase 2 grant to be received.
I03055	Rates Revenue – Rates Levied	\$8,269,211	\$8,279,919	\$10,708	Increase in rates raised due to interims processed after budget rates modelling process undertaken
I10183	Operating grants – Heritage Inventory	\$20,000	\$0	(\$20,000)	Income recognised in 20/21
I11163	Operating grants – CSRFF	\$55,531	\$15,000	(\$40,531)	Unsuccessful in grant application for Henry Jeffery resurfacing
I11153	Operating grants – CHRMAP funding	\$0	\$23,875	\$23,875	Funding agreement signed, 50% of grant received
I11182	Fees and charges – EF Festival	\$0	\$13,000	\$13,000	Budget allocation for stallholder fee income
I11205	Operating grants – EF Festival	\$0	\$7,273	\$7,273	Grants and donations were not budgeted for as application process had not commenced at time of budget preparation. This amount represents donation from Fremantle Ports, Lotterywest funding will not be advised for 2-3 months.
I08091	Operating grants – HACC (State)	\$0	\$11,000	\$11,000	Budget allocation for the funding received from the State for HACC
I12039	Operating grants – MRD	\$18,250	\$19,245	\$995	Additional funding received
E11726	Capex Infrastructure Bore & Pump	(\$0)	(\$30,000)	(\$30,000)	Budget allocation for new works – Locke Park pump

E10205	Opex – FOGO Implementation and Education	(\$24,672)	(\$2,486)	\$22,186	See below
E10201	Opex – Better Bins Plus Go: FOGO	(\$0)	(\$22,186)	(\$22,186)	New account created to track expenditure of Better Bins grant
002429	Transfer from Preston Point Facility Reserve	\$0	\$40,531	\$40,531	Additional Council contribution to fund Henry Jeffery Oval resurfacing, as grant not received
Change in Net Current Assets				(\$5,734)	

13.1.1 OFFICER RECOMMENDATION

That Council:

1. receives the Monthly Financial Report (Containing the Statement of Financial Activity) for the month ended 31 July 2021, as presented as attachment 1 to this report.
2. notes the unrestricted municipal surplus of \$8,810,675 as at 31 July 2021.
3. receives the Capital Works Report dated 31 July 2021, 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 following schedule of budget variations resulting in a reduction in net current assets of (\$5,734) as at 30 June 2022:

Account No.	Description	Original Budget	Amended Budget	Variance Increase / (Decrease) In funding position	Comment
	Brought Forward Surplus from 30 June 2021	\$689,520	\$591,172	(\$98,348)	End of year accounting entries are not complete; however, this is a revised estimate based on an assessment of accrued expenses (currently \$130k, journal yet to be processed) and accounting of contract liabilities
I12042	Non-Operating grants – LRCIP	\$262,131	\$337,894	\$75,763	\$259,555 accounted for as a contract liability. 100% of phase 1 grant \$75,763 + 70% of phase 2 grant \$183,492. Budget variation is recognising the remaining 30% of phase 2 grant to be received.
I03055	Rates Revenue – Rates Levied	\$8,269,211	\$8,279,919	\$10,708	Increase in rates raised due to interims processed after budget rates modelling process undertaken

I10183	Operating grants – Heritage Inventory	\$20,000	\$0	(\$20,000)	Income recognised in 20/21
I11163	Operating grants – CSRFF	\$55,531	\$15,000	(\$40,531)	Unsuccessful in grant application for Henry Jeffery resurfacing
I11153	Operating grants – CHRMAP funding	\$0	\$23,875	\$23,875	Funding agreement signed, 50% of grant received
I11182	Fees and charges – EF Festival	\$0	\$13,000	\$13,000	Budget allocation for stallholder fee income
I11205	Operating grants – EF Festival	\$0	\$7,273	\$7,273	Grants and donations were not budgeted for as application process had not commenced at time of budget preparation. This amount represents donation from Fremantle Ports, Lotterywest funding will not be advised for 2-3 months.
I08091	Operating grants – HACC (State)	\$0	\$11,000	\$11,000	Budget allocation for the funding received from the State for HACC
I12039	Operating grants – MRD	\$18,250	\$19,245	\$995	Additional funding received
E11726	Capex – Infrastructure – Bore & Pump	(\$0)	(\$30,000)	(\$30,000)	Budget allocation for new works – Locke Park pump
E10205	Opex – FOGO Implementation and Education	(\$24,672)	(\$2,486)	\$22,186	See below
E10201	Opex – Better Bins Plus Go: FOGO	(\$0)	(\$22,186)	(\$22,186)	New account created to track expenditure of Better Bins grant
002429	Transfer from Preston Point Facility Reserve	\$0	\$40,531	\$40,531	Additional Council contribution to fund Henry Jeffery Oval resurfacing, as grant not received
Change in Net Current Assets				(\$5,734)	

Absolute Majority

TOWN OF EAST FREMANTLE
MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)
For the Period Ended 31 July 2021

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

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Funding surplus / (deficit) Components

Funding surplus / (deficit)				
	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$0.69 M	\$0.69 M	\$0.59 M	(\$0.10 M)
Closing	\$0.00 M	\$8.47 M	\$8.81 M	\$0.34 M

Refer to Statement of Financial Activity

Cash and cash equivalents		
	\$	% of total
Unrestricted Cash	\$2.89 M	66.7%
Restricted Cash	\$1.12 M	26.0%
Total	\$4.33 M	

Refer to Note 3 - Cash and Investments

Payables		
	\$	% Outstanding
Trade Payables	\$0.00 M	
0 to 30 Days		0.0%
30 to 90 Days		0.0%
Over 90 Days		0%

Receivables		
	\$	%
Rates Receivable	\$8.57 M	14.53%
Trade Receivable	\$0.20 M	
30 to 90 Days		1.31%
Over 90 Days		98.69%
Total	\$9.00 M	% Collected

Refer to Note 4 - Receivables

Key Operating Activities

Amount attributable to operating activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$1.25 M	\$7.99 M	\$8.31 M	\$0.32 M

Refer to Statement of Financial Activity

Rates Revenue		
	\$	% Variance
YTD Actual	\$8.28 M	
YTD Budget	\$8.27 M	0.1%

Refer to Statement of Financial Activity

Operating Grants and Contributions		
	\$	% Variance
YTD Actual	\$0.20 M	
YTD Budget	\$0.17 M	19.9%

Refer to Statement of Financial Activity

Fees and Charges		
	\$	% Variance
YTD Actual	\$0.29 M	
YTD Budget	\$0.33 M	(13.5%)

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$5.94 M)	(\$0.07 M)	\$0.05 M	\$0.12 M

Refer to Statement of Financial Activity

Proceeds on sale		
	\$	%
YTD Actual	\$0.00 M	
Adopted Budget	\$0.24 M	0.0%

Refer to Note 6 - Disposal of Assets

Asset Acquisition		
	\$	% Spent
YTD Actual	\$0.05 M	
Adopted Budget	(\$16.50 M)	(0.3%)

Refer to Statement of Financial Activity

Capital Grants		
	\$	% Received
YTD Actual	\$0.00 M	
Adopted Budget	\$10.32 M	0.0%

Refer to Note 8 - Grants and Contributions

Key Financing Activities

Amount attributable to financing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$4.00 M	(\$0.14 M)	(\$0.14 M)	(\$0.00 M)

Refer to Statement of Financial Activity

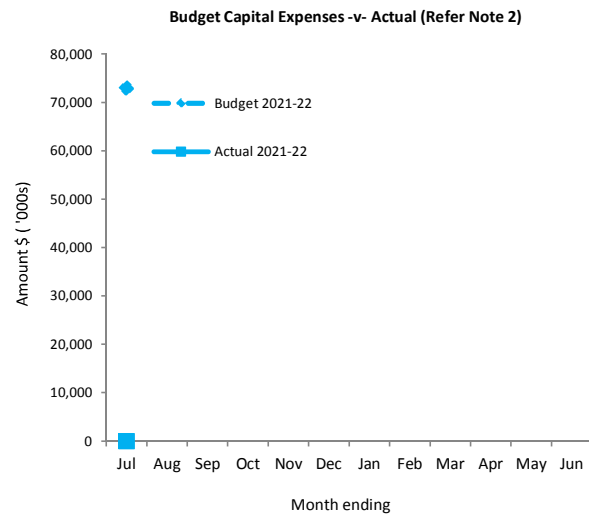
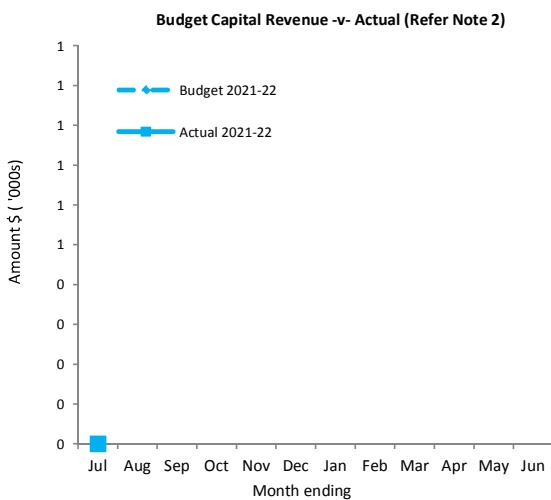
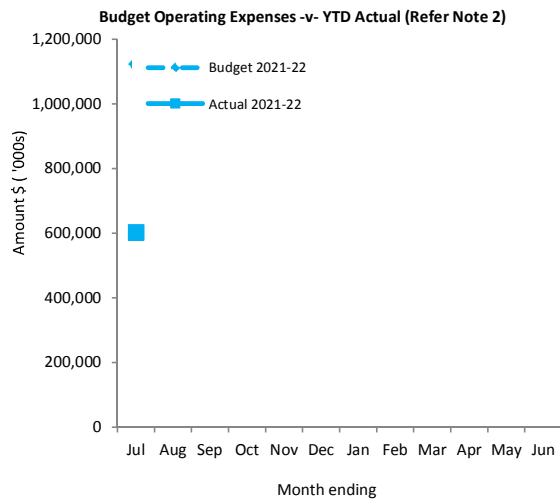
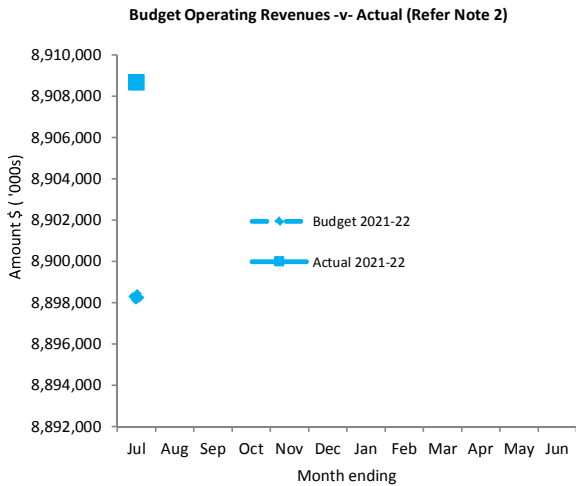
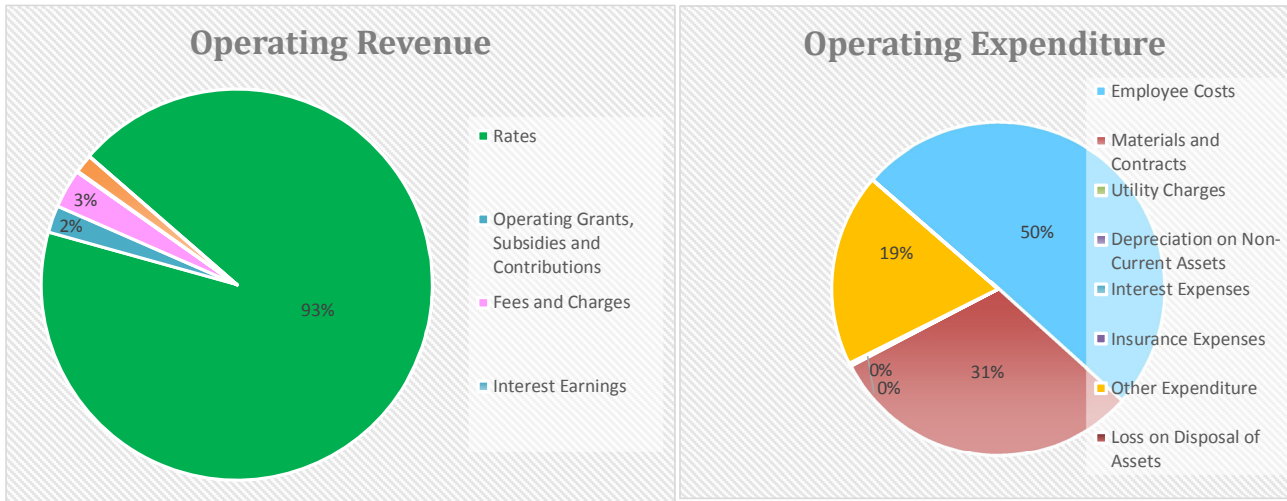
Borrowings	
Principal repayments	\$0.00 M
Interest expense	\$0.00 M
Principal due	\$0.28 M

Reserves	
Reserves balance	\$1.12 M
Interest earned	\$0.00 M

Refer to Note 5 - Cash Backed Reserves

Preparation
Prepared by: Sam Dolzadelli
Reviewed by: Peter Kocian
Date Prepared: 06/08/2021

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



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 31 July 2021

	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	689,520	689,520	689,520	689,520	591,172	(98,348)	(14%)	
Revenue from operating activities									
Governance		25,194	25,194	25,194	417	16	(401)	(96%)	
General Purpose Funding - Rates	9	8,289,211	8,289,211	8,289,211	8,270,878	8,279,919	9,041	0%	
General Purpose Funding - Other		308,828	308,828	308,828	13,333	13,544	211	2%	
Law, Order and Public Safety		27,000	27,000	27,000	1,625	1,323	(302)	(19%)	
Health		36,420	36,420	36,420	9,275	12,893	3,618	39%	
Education and Welfare		799,290	799,290	799,290	164,787	166,098	1,311	1%	
Housing		78,500	78,500	78,500	6,542	7,700	1,158	18%	
Community Amenities		247,835	247,835	247,835	106,479	107,169	690	1%	
Recreation and Culture		527,552	527,552	527,552	146,543	137,442	(9,101)	(6%)	
Transport		493,060	493,060	493,060	182,343	170,179	(12,164)	(7%)	
Economic Services		130,000	130,000	130,000	10,833	6,413	(4,420)	(41%)	
Other Property and Services		59,339	59,339	59,339	3,458	5,977	2,519	73%	
		11,022,229	11,022,229	11,022,229	8,916,513	8,908,673			
Expenditure from operating activities									
Governance		(1,308,739)	(1,308,739)	(1,308,739)	(182,133)	(97,785)	84,348	46%	▲
General Purpose Funding		(134,050)	(134,050)	(134,050)	(11,171)	(5,398)	5,773	52%	
Law, Order and Public Safety		(192,744)	(192,744)	(192,744)	(14,616)	(9,307)	5,309	36%	
Health		(210,931)	(210,931)	(210,931)	(17,393)	(21,489)	(4,096)	(24%)	
Education and Welfare		(1,160,391)	(1,160,391)	(1,160,391)	(132,287)	(98,432)	33,855	26%	▲
Housing		(40,650)	(40,650)	(40,650)	(3,896)	(3,468)	428	11%	
Community Amenities		(3,010,434)	(3,010,434)	(3,010,434)	(242,442)	(167,018)	75,424	31%	▲
Recreation and Culture		(2,954,981)	(2,954,981)	(2,954,981)	(263,988)	(78,938)	185,050	70%	▲
Transport		(2,847,092)	(2,847,092)	(2,847,092)	(230,343)	(108,767)	121,576	53%	▲
Economic Services		(156,050)	(156,050)	(156,050)	(13,004)	(8,147)	4,857	37%	
Other Property and Services		(178,511)	(178,511)	(178,511)	(33,045)	(3,810)	29,235	88%	▲
		(12,194,573)	(12,194,573)	(12,194,573)	(1,144,318)	(602,559)			
Operating activities excluded from budget									
Add back Depreciation		2,571,177	2,571,177	2,571,177	214,265	0	(214,265)	(100%)	▼
Adjust (Profit)/Loss on Asset Disposal	8	(148,940)	(148,940)	(148,940)	0	0	0		
		2,422,237	2,422,237	2,422,237	214,265	0	(214,265)	(100%)	
Amount attributable to operating activities		1,249,893	1,249,893	1,249,893	7,986,460	8,306,114			
Investing Activities									
Non-operating Grants, Subsidies and Contributions	11	10,317,662	10,317,662	10,317,662	0	0	0		
Proceeds from Disposal of Assets	8	240,660	240,660	240,660	0	0	0		
Purchase of Property, Plant and Equipment		(15,730,400)	(15,730,400)	(15,730,400)	(25,583)	5,814	31,397	123%	▲
Purchase and Construction of Infrastructure		(765,064)	(765,064)	(765,064)	(47,414)	44,733	92,147	194%	▲
Amount attributable to investing activities		(5,937,142)	(5,937,142)	(5,937,142)	(72,997)	50,547			
Financing Activities									
Transfers from Reserves	7	1,264,366	1,264,366	1,264,366	0	0	0		
Transfer from Restricted Cash		0	0	0	0	0	0		
Payments for principal portion of lease liabilities		(45,000)	(45,000)	(45,000)	0	0	0		
Repayment of borrowings	10	(95,160)	(95,160)	(95,160)	0	0	0		
Proceeds from new borrowings		5,000,000	5,000,000	5,000,000	0	0	0		
Transfers to Reserves	7	(2,126,477)	(2,126,477)	(2,126,477)	(137,010)	(137,158)	(148)	(0%)	
Amount attributable to financing activities		3,997,729	3,997,729	3,997,729	(137,010)	(137,158)	(148)	(0%)	
Closing Funding Surplus(Deficit)	3	0	0	0	8,465,973	8,810,675	344,702		

TOWN OF EAST FREMANTLE
STATEMENT OF FINANCIAL ACTIVITY
(By Nature or Type)
For the Period Ended 31 July 2021

	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	\$ 689,520	689,520	689,520	689,520	\$ 591,172	\$ (98,348)	% (14%)	▼
Revenue from operating activities									
Rates	9	8,289,211	8,289,211	8,289,211	8,270,878	8,279,919	9,041	0%	
Operating grants, subsidies and contributions		984,759	984,759	984,759	166,000	198,966	32,966	20%	▲
Fees and Charges		1,328,630	1,328,630	1,328,630	332,630	287,600	(45,030)	(14%)	▼
Interest Earnings		105,000	105,000	105,000	8,750	5,162	(3,588)	(41%)	
Other Revenue		165,689	165,689	165,689	138,256	137,026	(1,230)	(1%)	
Profit on asset disposals	8	148,940	148,940	148,940	0	0	0		
		11,022,229	11,022,229	11,022,229	8,916,514	8,908,673			
Expenditure from operating activities									
Employee Costs		(4,429,855)	(4,429,855)	(4,429,855)	(368,963)	(302,987)	65,976	18%	▲
Materials and Contracts		(3,893,041)	(3,893,041)	(3,893,041)	(324,420)	(184,739)	139,681	43%	▲
Utility Charges		(287,750)	(287,750)	(287,750)	(23,979)	(477)	23,502	98%	▲
Depreciation on Non-Current Assets		(2,571,177)	(2,571,177)	(2,571,177)	(214,265)	0	214,265	100%	▲
Interest Expenses		(22,500)	(22,500)	(22,500)	(667)	0	667	100%	▲
Insurance Expenses		(215,216)	(215,216)	(215,216)	(107,608)	(1,242)	106,366	99%	▲
Other Expenditure		(775,034)	(775,034)	(775,034)	(104,417)	(113,114)	(8,697)	(8%)	
Loss on asset disposals	8	0	0	0	0	0	0		
		(12,194,573)	(12,194,573)	(12,194,573)	(1,144,319)	(602,559)			
Operating activities excluded from budget									
Add back Depreciation		2,571,177	2,571,177	2,571,177	214,265	0	(214,265)	(100%)	▼
Adjust (Profit)/Loss on Asset Disposal	8	(148,940)	(148,940)	(148,940)	0	0	0		
		2,422,237	2,422,237	2,422,237	214,265	0	(214,265)	(100%)	
Amount attributable to operating activities		1,249,893	1,249,893	1,249,893	7,986,460	8,306,114			
Investing activities									
Non-operating Grants, Subsidies and Contributions	11	10,317,662	10,317,662	10,317,662	0	0	0		
Proceeds from Disposal of Assets	8	240,660	240,660	240,660	0	0	0		
Purchase of Property, Plant and Equipment		(15,730,400)	(15,730,400)	(15,730,400)	(25,583)	5,814	31,397	123%	▲
Purchase and Construction of Infrastructure		(765,064)	(765,064)	(765,064)	(47,414)	44,733	92,147	194%	▲
Amount attributable to investing activities		(5,937,142)	(5,937,142)	(5,937,142)	(72,997)	50,547			
Financing Activities									
Transfers from Reserves	7	1,264,366	1,264,366	1,264,366	0	0	0		
Payments for principal portion of lease liabilities		(45,000)	(45,000)	(45,000)	0	0	0		
Repayment of borrowings	10	(95,160)	(95,160)	(95,160)	0	0	0		
Proceeds from new borrowings		5,000,000	5,000,000	5,000,000	0	0	0		
Transfers to Reserves	7	(2,126,477)	(2,126,477)	(2,126,477)	(137,010)	(137,158)	(148)	(0%)	
Amount attributable to financing activities		3,997,729	3,997,729	3,997,729	(137,010)	(137,158)			
Closing Funding Surplus (Deficit)	3	0	0	0	8,465,973	8,810,675	344,702	4%	

TOWN OF EAST FREMANTLE
STATEMENT OF FINANCIAL POSITION
For the Period Ended 31 July 2021

	Jul-21 \$
CURRENT ASSETS	
Cash and cash equivalents	4,326,586
Trade and other receivables	9,002,632
Other assets	37,635
TOTAL CURRENT ASSETS	<u>13,366,853</u>
NON-CURRENT ASSETS	
Trade and other receivables	64,586
Other financial assets	73,807
Investment in associate	1,094,618
Property, plant and equipment	32,396,552
Infrastructure	48,586,337
Right of use assets	276,841
TOTAL NON-CURRENT ASSETS	<u>82,492,741</u>
TOTAL ASSETS	<u>95,859,594</u>
CURRENT LIABILITIES	
Trade and other payables	2,128,903
Contract liabilities	316,844
Lease liabilities	37,499
Borrowings	79,277
Employee related provisions	670,636
TOTAL CURRENT LIABILITIES	<u>3,233,159</u>
NON-CURRENT LIABILITIES	
Lease liabilities	253,765
Borrowings	204,842
Employee related provisions	95,032
TOTAL NON-CURRENT LIABILITIES	<u>553,639</u>
TOTAL LIABILITIES	<u>3,786,798</u>
NET ASSETS	<u>92,072,796</u>
EQUITY	
Retained surplus	41,714,889
Reserves - cash backed	1,122,951
Revaluation surplus	49,234,956
TOTAL EQUITY	<u>92,072,796</u>

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 2021/22 year is \$10,000 or 10% whichever is the greater.

Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
Operating Expense					
Governance	84,348	46%		Timing	Favourable - Depreciation not run
Education and Welfare	33,855	26%		Timing	Favourable - Depreciation not run
Community Amenities	75,424	31%		Timing	Favourable - Depreciation not run
Recreation and Culture	185,050	70%		Timing	Favourable - Depreciation not run
Transport	121,576	53%		Timing	Favourable - Depreciation not run
Other Property and Services	29,235	88%		Timing	Favourable - Depreciation not run
Depreciation	(214,265)	(100%)		Timing	Favourable - Depreciation has not been applied for 21/22 as the fixed asset register has not been finalised for 20/21 EOFY
Capital Expenses					
Purchase Property, Plant and Equipment	31,397	123%		Timing	Accrued expenses reversed in July, invoices processed in August. Capex Program to commence.
Purchase and Construction of Infrastructure	92,147	194%		Timing	Accrued expenses reversed in July, invoices processed in August. Capex Program to commence.
Nature and Type Classifications:					
Operating Grants, Subsidies and Contributions	32,966	20%		Timing	Favourable - CHMPAP first 50% funding received, budget variation
Fees and Charges	(45,030)	(14%)		Timing	Increase in vacant mooring pens, less parking fees
Employee Costs	65,976	18%		Timing	Workers comp has been processed in August
Materials and Contracts	139,681	43%		Timing	Favourable - Underspend ytd.
Utility Charges	23,502	98%		Timing	Utility bills to be paid in August
Depreciation on Non Current Assets	214,265	100%			Depreciation has not been applied for 21/22 as the fixed asset register has not been finalised for 20/21 EOFY
Insurance Expenses	106,366	99%			Insurance paid in August

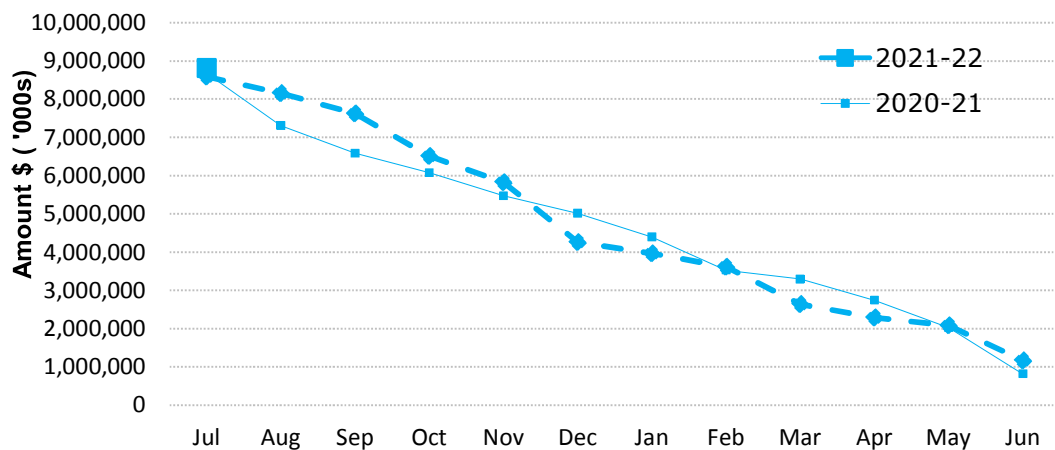
TOWN OF EAST FREMANTLE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 July 2021

Note 2: Net Current Funding Position

Positive=Surplus (Negative=Deficit)

	Note	Last Years Closing 30 June 2021	Current 31 Jul 2021
		\$	\$
Current Assets			
Cash Unrestricted	4	2,409,249	2,886,791
Cash Restricted - Reserves	4	985,793	1,122,951
Cash Restricted - Unspent Grants		316,844	316,844
Receivables - Rates	6	162,222	8,761,911
Receivables - Other	6	129,473	249,769
Interest/ATO Receivable/Trust		73,437	28,587
Inventories		0	0
		4,077,018	13,366,853
Less: Current Liabilities			
Payables		(1,187,261)	(2,128,903)
Contract Liabilities - Unspent grants		(316,844)	(316,844)
Contract Liabilities - Income in advance		(11,309)	0
Provisions		(667,795)	(670,636)
		(2,183,209)	(3,116,383)
Less: Restricted Cash - Reserves	7	(985,793)	(1,122,951)
Less: Restricted Cash - Unspent Grants		(316,844)	(316,844)
Less: Trust Interfund Transfer Account		0	0
		(1,302,637)	(1,439,795)
Net Current Funding Position		591,172	8,810,675

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 31 July 2021

Note 3: Cash and Investments

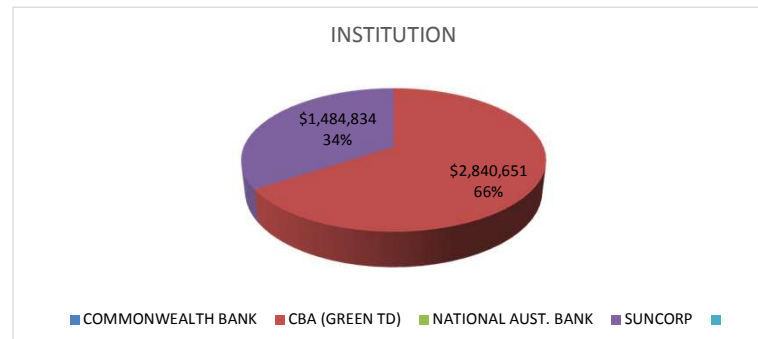
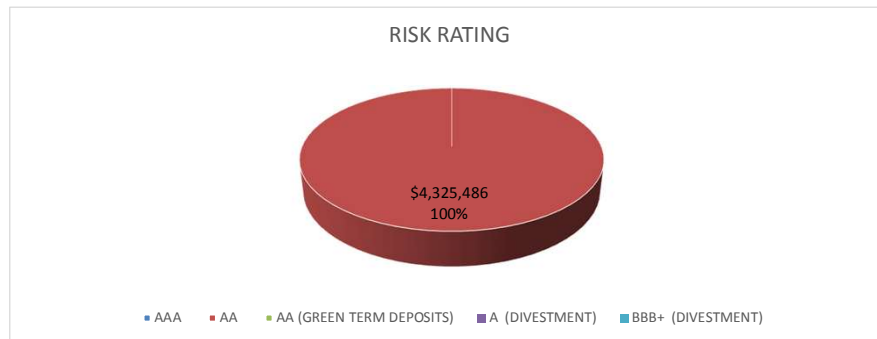
	Unrestricted	Restricted	Trust	Total Amount	Institution	Risk Rating (LT)	Interest Rate	Maturity Date
	\$	\$	\$	\$				
(a) Cash Deposits								
Municipal Bank Account - On-Call	835,984			835,984	CBA	AA-	0.01%	At Call
Municipal Bank Account	1,118,532			1,118,532	CBA	AA-		At Call
Municipal Bank Account (Restricted - Unspent Grants)		316,844		316,844	CBA	AA-		At Call
Municipal Bonds & Deposits Account	431,134			431,134	CBA	AA-		At Call
Reserve Bank Account		138,158		138,158	CBA	AA-		At Call
Trust Bank Account			0	0	CBA	AA-		At Call
Cash On Hand	1,100			1,100	Petty Cash/Till Float		Nil	On Hand
(b) Term Deposits								
Municipal	500,041			500,041	NAB	AA-	0.05%	13-Sep-21 250
Municipal Bonds & Deposits	0			0				
Trust Reserves		984,793	0	984,793	NAB	AA-	0.09%	13-Sep-21 886
Total	2,886,791	1,439,794	0	4,326,586			0.08%	1,136
Less Cash on Hand	(1,100)			(1,100)				
	<u>2,885,691</u>	<u>1,439,794</u>	<u>0</u>	<u>4,325,486</u>				
Less: Trust Cash at Bank			0	0				
Add: Cash on Hand				1,100				
Cash and Cash Equivalents as per SOFP				<u>4,326,586</u>				

Please note: Suncorp is currently not accepting term deposits less than 90 days and CBA Green Term Deposits were not being accepted in the last week of June.

Comments/Notes - Investments and Cash Deposits

(LT) RISK RATING	PORTFOLIO	\$	%
AAA	MAX 100%	\$0	0.00%
AA	MAX 100%	\$4,325,486	100.00%
AA (GREEN TERM DEPOSITS)	MAX 100%	\$0	0.00%
A (DIVESTMENT)	MAX 80%	\$0	0.00%
BBB+ (DIVESTMENT)	MAX 80%	\$0	0.00%
		\$4,325,486	100.00%

INSTITUTION	\$	%	(LT) RISK
COMMONWEALTH BANK	\$2,840,651	65.67%	AA-
CBA (GREEN TD)	\$0	0.00%	AA-
NATIONAL AUST. BANK	\$1,484,834	34.33%	AA-
SUNCORP	\$0	0.00%	A+
	\$4,325,486	100.00%	



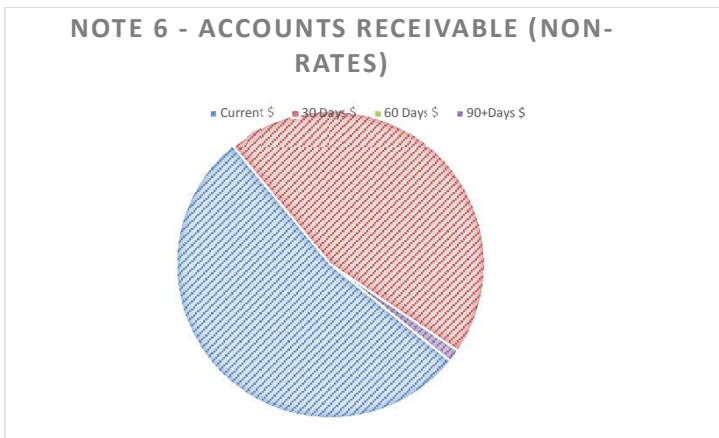
TOWN OF EAST FREMANTLE
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 31 July 2021

Note 4: Receivables

Receivables - Rates Receivable	31 July 2021	30 June 2021	Receivables - General	Current	30 Days	60 Days	90+Days	Credit Balances	Total
Opening Arrears Previous Years	\$ 102,602	\$ 270,487	Receivables - General	\$ 71,608	\$ 61,192	\$ 0	\$ 1,758	-100	134,458
Rates, ESL and Service Charges Levied this year	9,923,082	9,921,457	Receivables - Infringements						63,171
Less Collections to date	-1,457,000	-9,818,854	East Fremantle Lawn & Tennis Club						21,000
Net Rates Collectable	8,568,684	102,602	Total Receivables General Outstanding						218,630
% Outstanding	85.47%								

Amounts shown above include GST (where applicable)

Control Account	GL	Balance
Sundry Debtors	104	134,458
SSL - Current EFTC	114	3,000
SSL - Non-Current EFTC	1684	18,000
Infringement Debtors	180	63,171
		218,630

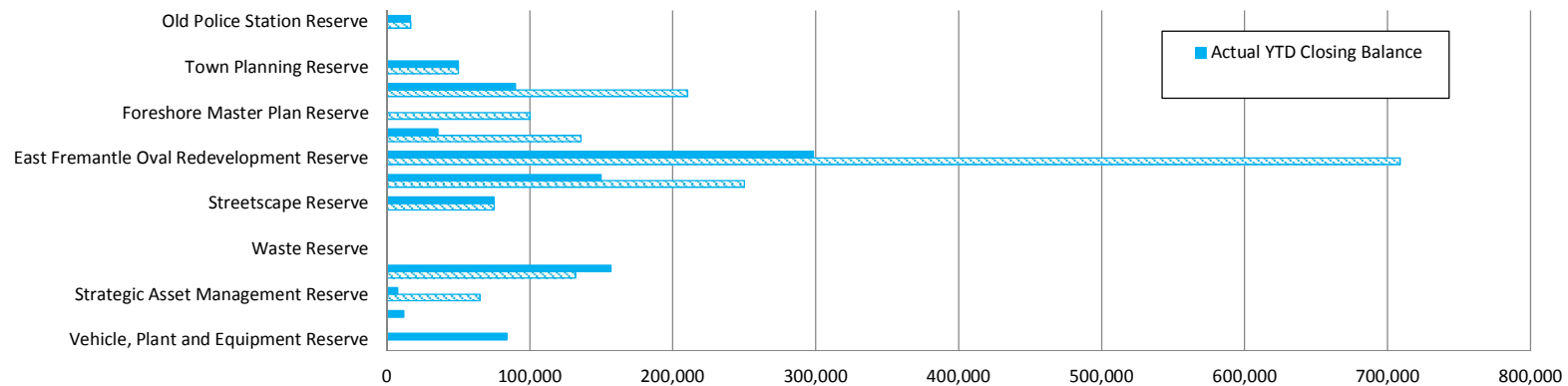


TOWN OF EAST FREMANTLE
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 31 July 2021

Note 5: Cash Backed Reserve

Name	Opening Balance	Amended Budget Interest Earned	Actual 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	\$ 0	\$ 0	\$ (10,000)	\$ 0	\$ 0	\$ 10,000
Unspent Grants and Restricted Cash Reserve	0	0	0	0	0	(22,186)	0	(22,186)	0
Vehicle, Plant and Equipment Reserve	84,127	0	0	0	0	(84,127)	0	0	84,127
Aged Services Reserve	11,803	0	0	0	0	(11,803)	0	0	11,803
Strategic Asset Management Reserve	7,542	0	0	57,378	0	0	0	64,920	7,542
Arts and Sculpture Reserve	156,772	0	0	45,000	0	(70,000)	0	131,772	156,772
Waste Reserve	0	0	0	1,042,250	0	(1,042,250)	0	0	0
Committed Works Reserve	0	0	0	0	0	0	0	0	0
Streetscape Reserve	75,000	0	0	0	0	0	0	75,000	75,000
Drainage Reserve	150,000	0	0	100,000	0	0	0	250,000	150,000
East Fremantle Oval Redevelopment Reserve	298,228	10,000	75	400,502	148	0	0	708,730	298,376
Preston Point Facilities Reserve	35,821	0	0	100,000	0	0	0	135,821	35,821
Foreshore Master Plan Reserve	0	0	0	100,000	0	0	0	100,000	0
Sustainability and Environmental Reserve	90,000	0	0	120,337	0	0	0	210,337	90,000
Town Planning Reserve	50,000	0	0	0	0	0	0	50,000	50,000
Business Improvement Reserve	0	0	0	0	0	0	0	0	0
Old Police Station Reserve	16,500	0	0	24,000	0	(24,000)	0	16,500	16,500
Payment in Lieu of Parking Reserve	0	0	0	137,010	137,010	0	0	137,010	137,010
Payment in Lieu of Public Open Space Reserve	0	0	0	0	0	0	0	0	0
	985,793	10,000	75	2,126,477	137,158	(1,264,366)	0	1,857,904	1,122,951

Note 5 - 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 31 July 2021

Note 6: Disposal of Assets

Asset Number	Plant Number	Asset Description	2021/22 Budget				2021/22 Actuals			
			Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
			\$	\$	\$	\$	\$	\$	\$	\$
Plant and Equipment										
PEMV273	P5013	CEO Vehicle	22,938	32,340	9,402					
PEMV272	P5012	EMRS Vehicle	14,641	20,400	5,759					
PEMV268	P5003	EMCS Vehicle	9,608	20,400	10,792					
PEMV269	P5006	EMTS Vehicle	9,608	20,400	10,792					
PEMV264	P4093	PEHO Vehicle	0	14,520	14,520					
PEMV266	P4098	Works Supervisor Vehicle	7,473	14,520	7,047					
PEMV262	P4091	Ford Ranger Single Cab Ute (Ovals & Verges)	0	17,160	17,160					
PEMV257	P4088	CHSP Coordinator Vehicle	0	26,400	26,400					
PEMV255	P4085	CHSP Officer Vehicle	0	14,520	14,520					
PEMV245	P4072	Mitsubishi Fuso Tip Truck (Parks)	27,452	60,000	32,548					
			91,720	240,660	148,940	0	0	0	0	0

TOWN OF EAST FREMANTLE
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 31 July 2021







Note 7: Rating Information

RATE TYPE	YTD Actual					Adopted Budget				
	Rate in	Number of Properties	Rateable Value	Rate Revenue	Interim Rates	Total Revenue	Rate Revenue	Interim Rate	Back Rate	Total Revenue
Differential General Rate	\$		\$	\$	\$	\$	\$	\$	\$	\$
Residential GRV	0.076377	2,961	86,072,665	6,573,972		6,573,972	6,570,498	20,000	0	6,590,498
Commercial GRV	0.113749	114	11,541,395	1,312,822		1,312,822	1,304,450	0	0	1,304,450
Sub-Totals		3,075	97,614,060	7,886,794	-	7,886,794	7,874,948	20,000	0	7,894,948
Minimum Payment	\$									
Residential GRV	1,138.00	329	4,219,274	374,402		374,402	375,540	0	0	375,540
Commercial GRV	1,702.00	11	117,220	18,722		18,722	18,722	0	0	18,722
Sub-Totals		340	4,336,494	393,124	-	393,124	394,262	0	0	394,262
		3,415	101,950,554	8,279,918	-	8,279,918	8,269,210	20,000	0	8,289,210
Amount from General Rates						8,279,918				8,289,210
Less Concessions						0				0
Totals				8,279,918		8,279,918	8,269,210	20,000	0	8,289,210

TOWN OF EAST FREMANTLE
 NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
 For the Period Ended 31 July 2021

Note 8: Grants and Contributions

	Grant Provider	Purpose of Grant	Acquittal Date	Acquittal Requirement	Type	Original Budget		YTD Budget	YTD Actual Revenue
						Operating	Capital		
						\$	\$	\$	\$
General Purpose Funding									
Grants Commission - General	WALGCC	Untied - General Purpose	NA	NA	Operating	75,450		0	0
Grants Commission - Roads	WALGCC	Untied - Road	NA	NA	Operating	33,378		0	0
Education and Welfare									
Home and Community Care Program	State/Commonwealth Dep. Health	Commonwealth Home Support Programme	31-Oct	Financial Declaration Acquittal	Operating - Tied	591,000		147,750	155,846
Community Amenities									
Recycling Grant	Dept. Regional Development	Better Bins Program	31 July annually	Audited financial statement	Operating - Tied	31,976		0	0
Bus Shelter - Maintenance Assistance Scheme	Public Transport Authority	Bus Shelter Maintenance	NA	NA	Operating	4,100		0	0
Local Government Heritage Consultancy	Dept. Planning, Lands and Heritage	Review of Town's Municipal Heritage Inventory	NA	NA	Operating - Tied	20,000		0	0
Recreation and Culture									
East Fremantle Oval Redevelopment	State Government	Election Commitment - EF Oval Redevelopment	NA	NA	Non-operating		10,000,000	0	0
Foreshore Erosion	DBCA	Various seawall works	NA	NA	Operating - Tied	75,000		0	0
Henry Jeffery Resurfacing	CSRFF	Henry Jeffery Resurfacing/retic/Lacrosse lighting	NA	NA	Non-operating		55,531	0	0
Urban Canopy Grant Program	WALGA/Water Corp	Implementation of urban canopy program	30/9/21 and 25/7/22	Financial statement/budget reconciliation	Operating - Tied	70,805		0	0
State Government Election Commitment	DLGSC	Removing of fencing around HMAS Leeuwin Playing Fields	NA	NA	Operating - Tied	52,000		0	0
CMPAP Funding	WAPC - Dept. Planning	Coastal Hazard Risk Management Plan	22/23	Financial statement	Operating - Tied	0		0	23,875
Transport									
Direct Grant	Main Roads	Direct Grant	July	Certificate of completion	Operating	18,250		18,250	19,245
Federal Government Stimulus Payment	Department of Infrastructure	Local Roads and Community Infrastructure Program	31/10/21 and 31/12/21	Audited financial statement	Non-operating		262,131	0	0
Street Lighting Subsidy	Main Roads	Street Lighting Subsidy	NA		Operating	4,800		0	0
Stirling Bridge Verge Maintenance Agreement	Main Roads	Stirling Highway Verge Maint. Agreement	NA		Operating	8,000		0	0
TOTALS						984,759	10,317,662	166,000	198,966
SUMMARY									
Operating	Operating Grants, Subsidies and Contributions					143,978	0	18,250	19,245
Operating - Tied	Tied - Operating Grants, Subsidies and Contributions					840,781	0	147,750	179,721
Non-operating	Non-operating Grants, Subsidies and Contributions					0	10,317,662	0	0
TOTALS						984,759	10,317,662	166,000	198,966

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
	FY1 - Less than 20% expenditure spent (Total Committed against Current Budget)

Budget Year: 21/22
 Data as at: Friday, 30 July 2021

Run at 10:40AM on 30/07/2021
 8% of Year Lapsed

Account #	Job #	Description	Current Budget	YTD Budget	YTD Actual	Order Value	Total Committed	Variance (%)	% of Full Budget
04 - GOVERNANCE									
042 - ADMINISTRATION									
Capital Expenditure									
E04629		Plant & Equipment - Light Fleet - Capex - Renewal - Administration	80,200	0	0	0	0	-100.00%	0%
Capital Expenditure Total			80,200	0	0	0	0		
07 - HEALTH									
072 - HEALTH INSPECTION & ADMIN									
Capital Expenditure									
E07404		Plant & Equipment - Light Fleet - Capex - Renewal - Health Inspection & Admin	24,200	0	0	0	0	-100.00%	0%
Capital Expenditure Total			24,200	0	0	0	0		
08 - WELFARE									
082 - CARE OF FAMILIES & CHILDREN									
Capital Expenditure									
E08626		Plant & Equipment - Light Fleet - Capex - Renewal - Care of Families & Children	68,200	0	0	0	0	-100.00%	0%
Capital Expenditure Total			68,200	0	0	0	0		
10 - COMMUNITY AMENITIES									
103 - TOWN PLANNING & REGIONAL DEVELOPMENT									
Capital Expenditure									
E10648		Plant & Equipment - Light Fleet - Capex - Renewal - Town Planning & Regional Development	34,000	0	0	0	0	-100.00%	0%
Capital Expenditure Total			34,000	0	0	0	0		
11 - RECREATION AND CULTURE									
112 - OTHER RECREATION & SPORT									
Capital Expenditure									
E11637		Miscellaneous Sports and Recreation Infrastructure - Youth Facilities Upgrades	70,000	5,833	0	0	0	-100.00%	0%
E11715		Buildings - Specialised - Capex - New - Other Recreation & Sport	15,262,000	21,833	0	2,262	2,262	-99.99%	0%
E11716		Plant & Equipment - Light Fleet - Capex - Renewal - Other Recreation & Sport	28,600	0	0	0	0	-100.00%	0%
E11718		Plant & Equipment - Heavy Fleet - Capex - Renewal - Other Recreation & Sport	100,000	0	0	0	0	-100.00%	0%
E11724		Infrastructure - Parks & Ovals - Lighting - Capex - New - Other Recreation & Sport	30,000	0	0	0	0	-100.00%	0%
E11727		Infrastructure - Parks & Ovals - Turf - Capex - New - Other Recreation & Sport	121,594	0	0	0	0	-100.00%	0%
E11728		Infrastructure - Parks & Ovals - Ancillary - Capex - Renewal - Other Recreation & Sport	44,500	0	0	0	0	-100.00%	0%
Capital Expenditure Total			15,656,694	27,667	0	2,262	2,262		
114 - OTHER CULTURE									
Capital Expenditure									
E11685		P&E - Acquisition of Public Art (Outdoor Sculpture) - CapEx - Other Culture	45,000	3,750	0	31,500	31,500	-30.00%	70%

Capital Works Report

Budget Year: 21/22
Data as at: Friday, 30 July 2021

Run at 10:40AM on 30/07/2021
8% of Year Lapsed

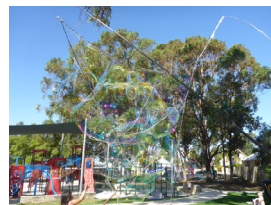
Account #	Job #	Description	Current Budget	YTD Budget	YTD Actual	Order Value	Total Committed	Variance (%)	% of Full Budget
Capital Expenditure Total			45,000	3,750	0	31,500	31,500		
12 - TRANSPORT									
122 - MAINT STREETS ROADS & BRIDGES									
Capital Expenditure									
E12810		Plant & Equipment - Light Fleet - Capex - Renewal - Maintenance Streets Roads & Bridgesü	30,000	0	0	0	0	-100.00%	0%
E12823		Infrastructure - Drainage - Pipes - Capex - Renewal - Maintenance Streets Roads & Bridgesü	326,370	27,198	0	1,359	1,359	-99.58%	0%
E12824		Infrastructure Footpaths - Surface/Pavement - Capex - Renewal - Maintenance Streets Roads & Bridges	172,600	14,383	0	0	0	-100.00%	0%
Capital Expenditure Total			528,970	41,581	0	1,359	1,359		
14 - OTHER PROPERTY AND SERVICES									
144 - UNCLASSIFIED PROPERTY									
Capital Expenditure									
E14609		Plant & Equipment - Light Fleet - Capex - Renewal - Unclassified Propertyü	58,200	0	0	30,903	30,903	-46.90%	53%
Capital Expenditure Total			58,200	0	0	30,903	30,903		
GRAND TOTAL			16,495,464	72,998	0	66,024	66,024		



MONTHLY FINANCIAL HEALTH CHECK

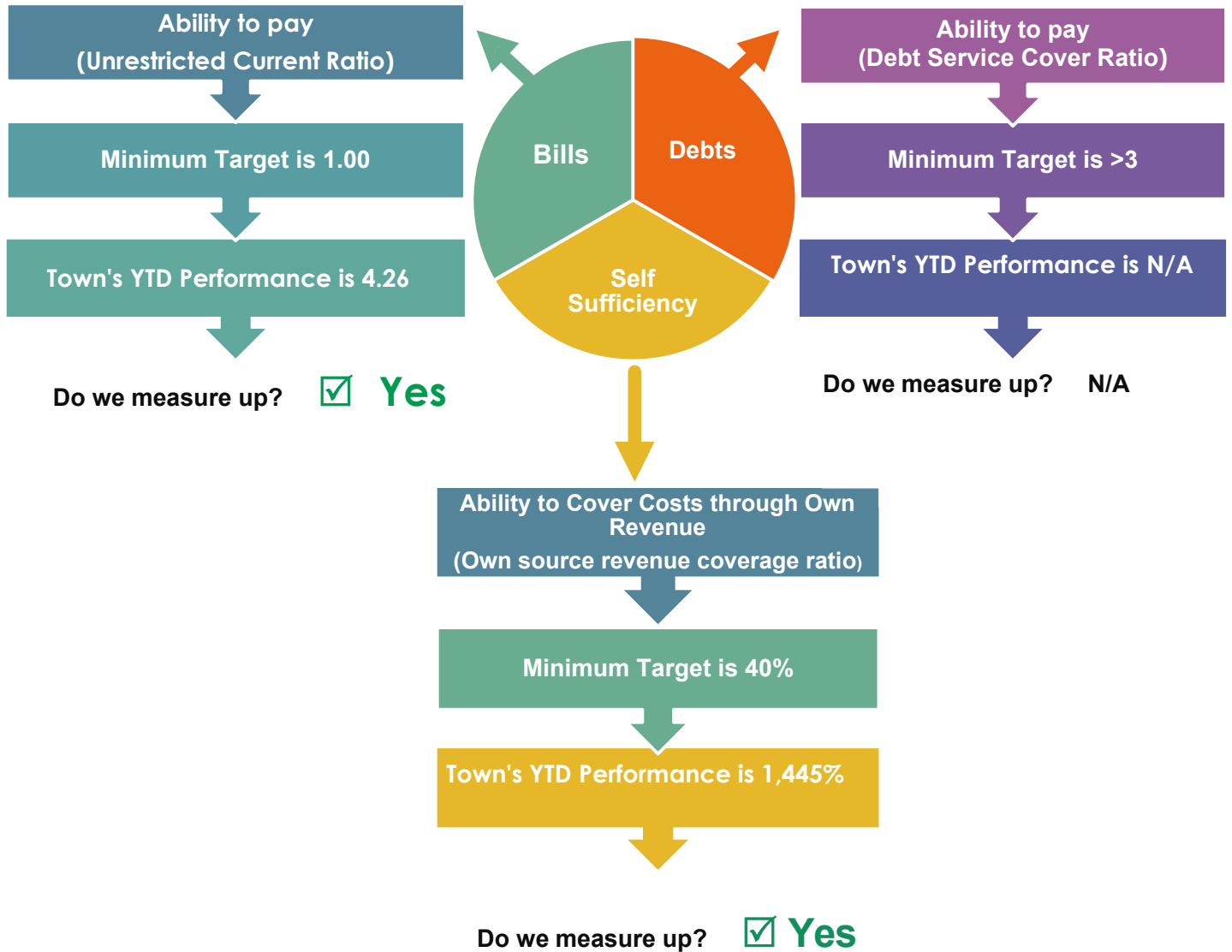
As at 31 July 2021

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



Financial Snapshot (Year to Date)	Actual
Operating Revenue	\$8,908,673
Operating Expenditure (Including Non-Cash Items)	(\$602,559)
Non-Cash Items	\$0
Capital Revenue	\$0
Capital Expenditure	\$50,547
Loan Repayments	\$0
Lease Liability Principal Repayments	(\$137,158)
Transfers (to)/from Reserves	
Surplus Brought Forward 1 July 2020	\$591,172
Current Municipal Surplus	\$8,810,675

Financial health indicators



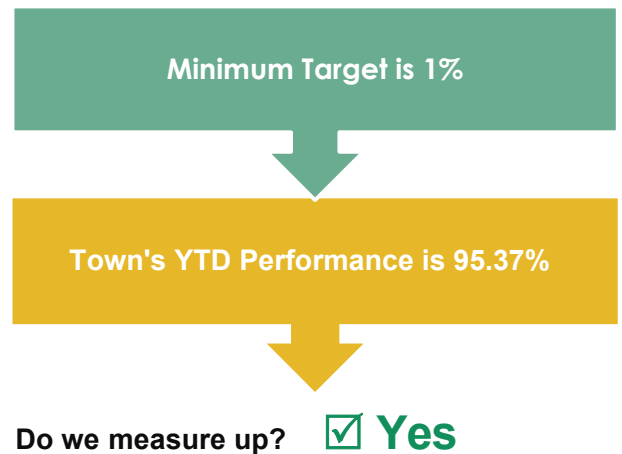
Cash in the bank



▶ How are we tracking against our budgeted targets?

Adjusted Operating Surplus

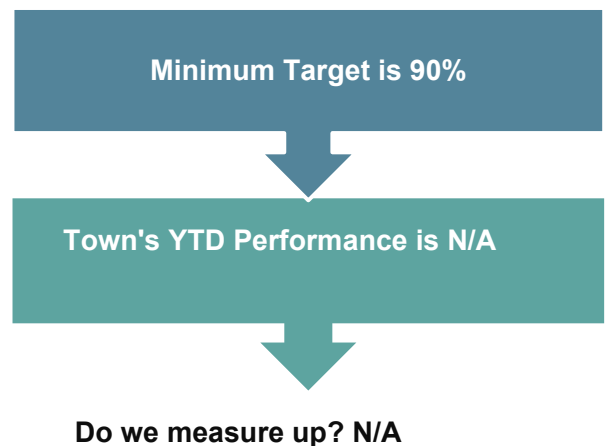
A measure of the Town's ability to cover its operational costs including depreciation and have funds left over to cover capital expenditure (including principal loan repayments) without relying on debt or reserves.



- 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.



- Depreciation has not been processed as at 31 July 2021. This is due to the fixed asset register not being finalised for the end of financial year 20/21.

13.1.2 Accounts for Payment – July 2021

File ref	F/FNS2
Prepared by	John Mondini, Manager, Finance & Administration
Supervised by	Peter Kocian, Executive Manager, Corporate Services
Meeting Date	17 August 2021
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	1. Monthly List of Payments – July 2021

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 31 July 2021 as 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 July to 31 July 2021, 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 2020 – 2030 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 period include the following significant items:

Payee	Particulars	Amount (GST Inc)
Glyde-In Community Group	50% of Annual Grant 21/22	47,850.00
Kool Line Electrical	Various Works Inc Works to Wauhop Park Lighting	48,388.50
SMRC	Gate Fees & RRRC Overhead Contribution June	59,977.72
City of Fremantle	6 Month Charge – Ftle Recycling Centre	47,850.00
IT Vision	Renewal Synergysoft & Universe Licence Fees 21/22	76,767.86
WALGA	Membership & Subscriptions 21/22	36,431.30
Aust Taxation Office	BAS June 2021	46,668.00

13.1.2 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 31 July 2021 as recorded in the Minutes of the Council.

JULY 2021		
Voucher No	Account	Amount
5335 - 5337	Municipal (Cheques)	\$9,039.15
EFT31600 – EFT31741	Municipal (EFT)	\$771,071.49
Payroll	Municipal (EFT)	\$276,105.36
Direct Debits	Municipal (Direct Debit)	\$56,906.41
	Total Payments	\$ 1,113,122.41

TOWN OF EAST FREMANTLE

List of Accounts paid by the Chief Executive for July 2021 & submitted for the information of the Council Meeting to be held on 17 August 2021

Cheque	Payment Date	Supplier	Description	Inv Amount	Cheque
CHEQUE					
5335	07/07/2021	DEPARTMENT OF TRANSPORT	12 MONTHS FLEET VEHICLE REGISTRATION RENEWAL	\$ 8,650.70	\$ 8,650.70
5336	07/07/2021	TOWN OF EAST FREMANTLE- PLEASE PAY CASH	ADMIN PETTY CASH RECOUP 23/06/21	\$ 172.35	\$ 172.35
5337	07/07/2021	TOWN OF EAST FREMANTLE -PAY CASH	CHSP PETTY CASH RECOUP 24/06/21	\$ 216.10	\$ 216.10
			CHEQUE TOTAL	\$ 9,039.15	\$ 9,039.15
EFTs		Supplier	Description	Inv Amount	EFT
EFT31600	08/07/2021	APACE AID (INC)	14 PLANTS - CITIZENSHIP CEREMONY 21/6/21	\$ 45.00	\$ 45.00
EFT31601	08/07/2021	BUNNINGS BLDG SUPPLIES LTD	HARDWARE - VARIOUS	\$ 435.30	\$ 435.30
EFT31602	08/07/2021	CITY OF MELVILLE	COMPOSTABLE LINERS RESTOCK - 300 PACKS	\$ 1,362.00	\$ 1,362.00
EFT31603	08/07/2021	GLYDE IN COMMUNITY GROUP (INC)	1ST AND 2ND PORTIONS OF ANNUAL GRANT 21/22	\$ 47,850.00	\$ 47,850.00
EFT31604	08/07/2021	IT VISION	INFRINGEMENT MOBI PRINT LICENCE FOR RANGERS	\$ 110.00	\$ 110.00
EFT31605	08/07/2021	MCLEODS	PROFESSIONAL FEES - VARIATION TO LEASE	\$ 491.24	
			PROFESSIONAL FEES - LEGAL ADVICE PLANNING COMPLIANCE ISSUE	\$ 880.71	\$ 1,371.95
EFT31606	08/07/2021	OPTUS ADMINISTRATION PTY LTD	MOBILE PHONE COSTS 22/05/21 - 21/06/21	\$ 277.62	
			APPLE PRO 12 PHONE AND POWER ADAPTER	\$ 902.12	\$ 1,179.74
EFT31607	08/07/2021	MAYOR JIM O'NEILL	MAYORAL ALLOWANCE, SITTING FEES & ICT ALLOWANCE JULY 21	\$ 4,708.34	\$ 4,708.34
EFT31608	08/07/2021	WA FIRE PROTECTION	FIRE EXTINGUISHER INSPECTIONS VARIOUS SITES - JUNE 2021	\$ 1,043.90	\$ 1,043.90
EFT31609	08/07/2021	WORK CLOBBER	UNIFORM & PPE VARIOUS - OPERATIONS	\$ 649.20	\$ 649.20
EFT31610	08/07/2021	SYNERGY	POWER SUPPLY VARIOUS LOCATIONS	\$ 22,504.86	\$ 22,504.86
EFT31611	08/07/2021	STEANN PTY LTD	CLEAR BUND OF GREEN WASTE 25/06/21	\$ 2,640.00	\$ 2,640.00
EFT31612	08/07/2021	FLEXI STAFF PTY LTD	LABOUR HIRE OPERATIONS W.E. 18/06/21	\$ 1,580.87	\$ 1,580.87
EFT31613	08/07/2021	KOOL LINE ELECTRICAL & REFRIGERATION	DEPOT - REMOVE & REPLACE AIRCONDITIONER IN OPERATIONS SUPERVISOR'S OFFICE	\$ 1,650.00	
			ELECTRICAL WORKS - WAUHOP PARK SUPPLY & INSTALL OVAL LIGHTING CONTROLS	\$ 7,750.00	
			ELECTRICAL WORKS - WAUHOP UPPER - SUPPLY AND INSTALL NEW REPLACEMENT POLES	\$ 9,875.00	
			WAUHOP PARK - REWIRING OF 4X LIGHT POLES	\$ 19,098.50	
			TOWN HALL - REPLACE 4X DAMAGED IN GROUND LIGHTS	\$ 2,160.00	
			SUMPTON GREEN - REPLACE BROKEN AIR CONDITIONER WITH NEW SPLIT SYSTEM	\$ 1,650.00	
			GEORGE BOOTH - INSTALL 2X SOLAR LIGHTING UNITS ON TROTTING BOOTHS GEORGE ST & MARJORIE GREEN PARK	\$ 1,975.00	
			NORM MCKENZIE - REMOVE OLD AND INSTALL NEW REPLACEMENT PARK BBQ	\$ 3,965.00	
			HACC - DISCONNECT GPO'S & REPLACE OLD MOUNTING BLOCKS	\$ 265.00	\$ 48,388.50
EFT31614	08/07/2021	SOUTHERN METROPOLITAN REGIONAL COUNCIL	GREENWASTE DISPOSAL FROM BUND CLEAN OUT JUNE 2021	\$ 2,107.03	
			FOGO GATE FEES GREEN FOGO - JUNE 21	\$ 18,611.10	
			GATE FEES - WASTE DISPOSAL (RECYCLING) MRF GATE FEES - JUNE 21	\$ 6,891.19	
			RED BIN WASTE GATE FEES FOR JUNE 21 - DIVERSIONS TO SUEZ	\$ 11,803.90	
			RRRC OVERHEADS CONTRIBUTION - JUNE 21	\$ 20,564.50	\$ 59,977.72
EFT31615	08/07/2021	DEPT OF MINES, INDUSTRY REGULATION & SAFETY	BUILDING SERVICES LEVY JUNE 2021	\$ 769.60	\$ 769.60
EFT31616	08/07/2021	KENNARDS HIRE	EQUIPMENT HIRE - 200KG PLATE COMPACTOR 30/06/21-01/07/21	\$ 322.74	\$ 322.74
EFT31617	08/07/2021	PETRA CLEAN	CLEANING JUNE 21 - SUMPTON GREEN, DEPOT, TOWN HALL, TRICOLORE, GLASSON PARK TOILET & CONSUMABLES	\$ 7,819.16	\$ 7,819.16
EFT31618	08/07/2021	FRANK GILMOUR PEST CONTROL	GLYDE-IN - IN-GROUND TERMITE TREATMENT AROUND EXTERNAL BUILDING & FENCE	\$ 1,000.00	\$ 1,000.00
EFT31619	08/07/2021	CR. JENNY HARRINGTON	DEPUTY MAYORAL ALLOWANCE, SITTING FEES & ICT ALLOWANCE - JULY 21	\$ 2,167.00	\$ 2,167.00
EFT31620	08/07/2021	NUMERO UNO CATERING	CATERING - 5/5/21, 11/5/21 & 18/5/21	\$ 1,148.00	
			CATERING - 1/6/21, 9/6/21 & 15/6/21	\$ 1,120.00	\$ 2,268.00
EFT31621	08/07/2021	WOOLWORTHS SUPERMARKETS	GROCERY ITEMS FOR CHSP RESPITE CENTRE 24/06/21	\$ 32.78	
			CATERING ITEMS FOR CITIZENSHIP CEREMONY	\$ 100.00	
			SHOP BY LIST FOR HACC CLIENT - CLIENT TO REIMBURSE BY DIRECT DEBIT	\$ 77.09	
			SHOP BY LIST FOR HACC CLIENT - CLIENT TO REIMBURSE BY DIRECT DEBIT	\$ 53.15	\$ 263.02
EFT31622	08/07/2021	CR. CLIFF COLLINSON	SITTING FEES & ICT ALLOWANCE - JULY 21	\$ 1,583.66	\$ 1,583.66
EFT31623	08/07/2021	WEST COAST SHADE	REPAIRS TO SHADE SAILS - NORM MCKENZIE & JOHN TONKIN PARKS	\$ 990.00	\$ 990.00
EFT31624	08/07/2021	CR. DEAN NARDI	SITTING FEES & ICT ALLOWANCE - JULY 21	\$ 1,583.66	\$ 1,583.66
EFT31625	08/07/2021	HYDRO JET	GRAFFITI REMOVAL - CANNING HIGHWAY VARIOUS LOCATIONS	\$ 1,133.00	\$ 1,133.00
EFT31626	08/07/2021	LANDSCAPE YARD O'CONNOR	ROADBASE - TRAILER	\$ 360.00	\$ 360.00
EFT31627	08/07/2021	KONICA MINOLTA BUSINESS SOLUTIONS	DEPOT PHOTOCOPIER - KONICA MINOLTA BIZHUB C224E - PRINTING COSTS - 13/05/2021 - 13/06/2021	\$ 59.92	\$ 59.92
EFT31628	08/07/2021	FOODWORKS EAST FREMANTLE	ADMIN, MEETING, FOGO & CATERING CONSUMABLES - JUNE 21	\$ 377.99	\$ 377.99
EFT31629	08/07/2021	CATALYSE PTY LTD	MARKYT COMMUNITY SCORECARD 2021 - INITIAL 50% OF FEES	\$ 9,900.00	
		CATALYSE PTY LTD	MARKYT COMMUNITY SCORECARD 2021 - BALANCE OF FEES + ADDITIONAL ANALYSIS	\$ 10,340.00	\$ 20,240.00
EFT31630	08/07/2021	FOCUS NETWORKS	DATA LOCKER SAFE CONSOLE ANNUAL RENEWAL	\$ 495.00	\$ 495.00
EFT31631	08/07/2021	ADCO SERVICES	LOCKE PARK - REPLACE DAMAGED GUTTERS ON ROTUNDA, CAMP WALLER SCOUTS - REPAIR DAMAGED FLUE ON ROOF	\$ 3,795.00	\$ 3,795.00
EFT31632	08/07/2021	ENVIRO SWEEP	STREET SWEEPING - JUNE 2021	\$ 4,158.00	\$ 4,158.00
EFT31633	08/07/2021	LOCAL GOVERNMENT PLANNERS ASSOCIATION	2 X STAFF ASSOCIATE MEMBERSHIPS WITH LOCAL GOVERNMENT PLANNERS ASSOCIATION	\$ 200.00	\$ 200.00
EFT31634	08/07/2021	LANDMARK ENGINEERING AND DESIGN PTY LTD T/AS EXTERIA	REPLACEMENT PICNIC SETTINGS - SOLE SUPPLIER AS PER STYLE GUIDE - RACEWAY PARK & JOHN TONKIN PARK	\$ 8,712.00	\$ 8,712.00
EFT31635	08/07/2021	DVG MELVILLE VOLKSWAGEN	SERVICE OF VOLKSWAGON GOLF	\$ 599.01	\$ 599.01
EFT31636	08/07/2021	LANDGATE	GRV INTERIM VALUATIONS DATED 29/05/21 - 11/06/21	\$ 117.35	
			ONLINE TRANSACTION- OTHER DLI INVOICES	\$ 53.40	\$ 170.75
EFT31637	08/07/2021	CR. MICHAEL MCPHAIL	SITTING FEES & ICT ALLOWANCE - JULY 21	\$ 1,583.66	\$ 1,583.66

EFT31638	08/07/2021	CR. TONY WATKINS	SITTING FEES & ICT ALLOWANCE - JULY 21	\$ 1,583.66	\$ 1,583.66
EFT31639	08/07/2021	JANINE MAY	REIMBURSEMENT OF COSTS FOR CITIZENSHIP CEREMONY	\$ 91.50	\$ 91.50
EFT31640	08/07/2021	VOCUS COMMUNICATIONS	SESSION INITIATION PROTOCOL (SIP) LINES / SERVICES CHARGES FOR VOICE OVER INTERNET PROTOCOL (VOIP) - 01/06/21 - 30/06/21	\$ 495.16	\$ 495.16
EFT31641	08/07/2021	MELVILLE DRY CLEANERS	DRY CLEANING OF SIX TABLECLOTHS	\$ 120.00	\$ 120.00
EFT31642	08/07/2021	MARKETFORCE	ADVERTISING - TENDER - PROJECT MANAGER EF OVAL REDEVELOPMENT - WEST AUSTRALIAN NEWSPAPER 26/6/21	\$ 506.76	\$ 506.76
EFT31643	08/07/2021	SNAP PRINTING	PURCHASE OF REUSABLE COFFEE CUP PROMOTION ITEMS - BUSINESS CARDS AND POSTERS	\$ 100.28	\$ 100.28
EFT31644	08/07/2021	CR. ANDREW MCPHAIL	SITTING FEES & ICT ALLOWANCE - JULY 21	\$ 1,583.66	\$ 1,583.66
EFT31645	08/07/2021	APARC AUSTRALIAN PARKING & REVENUE CONTROL PTY LTD	MONTHLY CHARGES FOR PARKING MACHINES INCLUDING LICENCE AND COMMUNICATION COSTS - JUNE 21	\$ 165.00	
			MONTHLY CREDIT CARD TRANSACTIONS VIA TILL FOR JUNE 21	\$ 211.99	\$ 376.99
EFT31646	08/07/2021	KEYS THE MOVING SOLUTION	FURNITURE STORAGE - HISTORIC AND CHAMBER FURNITURE	\$ 325.00	\$ 325.00
EFT31647	08/07/2021	STATE WIDE TURF SERVICES	2 x 25KG BAGS OF GRASS SEED	\$ 330.00	\$ 330.00
EFT31648	08/07/2021	TREE'S A CROWD TREE CARE	TREE PRUNING VARIOUS SITES	\$ 1,870.00	\$ 1,870.00
EFT31649	08/07/2021	CR. TONY NATALE	SITTING FEES & ICT ALLOWANCE - JULY 21	\$ 1,583.66	\$ 1,583.66
EFT31650	08/07/2021	COASTLINE MOWERS	REPAIR STIHL POLESAW	\$ 462.60	
			CHAIN BAR OIL	\$ 243.00	\$ 705.60
EFT31651	08/07/2021	SUEZ RECYCLING & RECOVERY PTY LTD	MONTHLY WASTE COLLECTION - 46 EAST STREET - JUNE 2021	\$ 786.50	
			LEEUEWIN BOAT RAMP - BULK BIN COLLECTION JUNE 2021	\$ 152.90	\$ 939.40
EFT31652	08/07/2021	WINC	STATIONERY ITEMS FOR NEW STAFF INCLUDING MONITOR RISERS	\$ 255.22	
			OFFICE STATIONERIES ORDERED ON 09.06.2021	\$ 9.57	\$ 264.79
EFT31653	08/07/2021	AMBIUS (RENTOKIL INITIAL PTY LTD)	PLANT HIRE TOWN HALL 27/07/2021 - 26/08/2021	\$ 278.58	\$ 278.58
EFT31654	08/07/2021	LINXIO (READY TRACK PTY LTD)	GPS VEHICLE TRACKING - JUNE 2021	\$ 169.40	\$ 169.40
EFT31655	08/07/2021	SHRED-X PTY LTD	240 LITRE SECURITY BIN EXCHANGE FOR TOWN HALL - 23/06/21	\$ 20.24	
			240 LITRE SECURITY BIN EXCHANGE FOR DEPOT - 23/06/21	\$ 10.12	\$ 30.36
EFT31656	08/07/2021	EASY ACCESS LIFTS	CARRY OUT PREVENTIVE MAINTENANCE TO THE ARITCO LIFT AT TOWN HALL EVERY 4 MONTHS	\$ 717.20	\$ 717.20
EFT31657	08/07/2021	JAYBRO GROUP PTY LTD	TRENCH COVER - FOOTPATH REPAIRS	\$ 313.50	\$ 313.50
EFT31658	08/07/2021	ANDREA ONAMADE	NATIONAL ANTHEM PERFORMANCE - CITIZENSHIP CEREMONY 21/6/21	\$ 350.00	\$ 350.00
EFT31659	08/07/2021	THE FRUIT BOX GROUP	STAFF FRUIT BOX JUNE 21 - ADMIN & DEPOT	\$ 315.00	\$ 315.00
EFT31660	08/07/2021	MASTEC AUSTRALIA PTY LTD	16 X SPARE WHEELS - 360L RECYCLING BINS	\$ 264.00	\$ 264.00
EFT31661	08/07/2021	GRACE RECORDS MANAGEMENT (AUSTRALIA)	SCAN ON DEMAND FOR PLANNING BUILDING SERVICES RECORDS - JUNE 21	\$ 224.79	
			PROFESSIONAL FEES FOR DIGITAL MAIL SERVICE WORKSHOP	\$ 4,400.00	
			STORAGE OF RECORDS JULY 21	\$ 164.44	
			TRANSPORT AND STORAGE OF RECORDS JUNE 2021	\$ 136.48	\$ 4,925.71
EFT31662	08/07/2021	AZILITY	AZILITY SUBSCRIPTION - QUARTERLY PERFORMANCE REVIEWS AND EMISSIONS REPORTING - YEAR 3 OF 3	\$ 8,019.00	\$ 8,019.00
EFT31663	08/07/2021	ONEMUSIC AUSTRALIA	MUSIC FOR COUNCILS LICENCE SUBSCRIPTION 01/07/2021 - 30/06/2022	\$ 1,118.43	\$ 1,118.43
EFT31664	08/07/2021	CR KERRY DONOVAN	SITTING FEES & ICT ALLOWANCE - JULY 21	\$ 1,583.66	\$ 1,583.66
EFT31665	08/07/2021	KYOCERA DOCUMENT SOLUTIONS	PRINTING COSTS JUNE 2021 - FINANCE PRINTER	\$ 90.02	\$ 90.02
EFT31666	08/07/2021	PHASE 3 LANDSCAPE CONSTRUCTION PTY LTD	RIVERSIDE ROAD - LANDSCAPING PROJECT - RFQ06-2019/20 - TO 30 JUNE 21	\$ 547.04	\$ 547.04
EFT31667	08/07/2021	SOUTHERN BINS	REMOVAL OF MATTRESS WAUHOP ROAD - JUNE 2021	\$ 35.00	
			BULK BINS - WAUHOP ROAD - JUNE 2021	\$ 570.00	\$ 605.00
EFT31668	08/07/2021	M2M ONE PTY LTD	TOWN HALL LIFT EMERGENCY SIM CARD JULY 2021	\$ 13.20	\$ 13.20
EFT31669	08/07/2021	TRAVIS HAYTO PHOTOGRAPHY	SCP REVIEW VIDEOS - BUDGET VIDEO + GRAPHICS JUNE 21	\$ 1,306.25	\$ 1,306.25
EFT31670	08/07/2021	TPG NETWORK PTY LTD	FAST FIBRE AND IP LINE LINK, TOWN HALL, DEPOT, TRICOLORE 01/06/21 - 30/06/21	\$ 1,920.60	\$ 1,920.60
EFT31671	08/07/2021	R ROACH	CAMP WALLER SURVEY PICK UP	\$ 990.00	\$ 990.00
EFT31672	08/07/2021	SMART OFFICE SYSTEMS	AGENDA MINUTE SOLUTION RFQ21-202/21 - 50% OF COST	\$ 8,250.00	\$ 8,250.00
EFT31673	08/07/2021	AMANA LIVING TRAINING INSTITUTE	PERSON CENTRED CARE AND MANUAL HANDLING - CHSP VOLUNTEER GROUP TRAINING - TRICOLORE COMMUNITY CENTRE 24/06/2021	\$ 600.00	\$ 600.00
EFT31674	08/07/2021	HOCKING HERITAGE & ARCHITECTURE	PROFESSIONAL FEES - RFQ22- 2020/21 - REVIEW OF CATEGORY C, PROPOSED HERITAGE AREAS AND UPDATE/CREATE NOMINATED PLACE RECORD FORMS -20% INCEPTION OF PROJECT	\$ 6,463.60	\$ 6,463.60
EFT31675	08/07/2021	K WALSH	REIMBURSEMENT OF COSTS - OFFICE EQUIPMENT PURCHASE - OPTUS LINK + DATA SIM CARD	\$ 99.00	\$ 99.00
EFT31676	08/07/2021	AMPOL AUSTRALIA PETROLEUM PTY LTD (CALTEX)	FUEL USE JUNE 2021	\$ 4,262.17	\$ 4,262.17
EFT31677	15/07/2021	SUMMIT HOMES	TOWN OF EAST FREMANTLE MUNI BOND REFUND 14/07/2021	\$ 2,000.00	\$ 2,000.00
EFT31678	15/07/2021	M SIMEONE	TOWN OF EAST FREMANTLE MUNI BOND REFUND 14/07/2021	\$ 300.00	\$ 300.00
EFT31679	15/07/2021	B MILLER	TOWN OF EAST FREMANTLE MUNI BOND REFUND 14/07/2021	\$ 2,000.00	\$ 2,000.00
EFT31680	15/07/2021	A JACK	TOWN OF EAST FREMANTLE MUNI BOND REFUND 14/07/2021	\$ 2,060.00	\$ 2,060.00
EFT31681	15/07/2021	S PROUT	TOWN OF EAST FREMANTLE MUNI BOND REFUND 14/07/2021	\$ 1,960.00	\$ 1,960.00
EFT31682	15/07/2021	TEXTURE STUDIO	TOWN OF EAST FREMANTLE MUNI BOND REFUND 14/07/2021	\$ 2,000.00	\$ 2,000.00
EFT31683	15/07/2021	G INGRAM	TOWN OF EAST FREMANTLE MUNI BOND REFUND 14/07/2021	\$ 1,920.00	\$ 1,920.00
EFT31684	15/07/2021	SWELL HOMES	TOWN OF EAST FREMANTLE MUNI BOND REFUND 14/07/2021	\$ 2,000.00	\$ 2,000.00
EFT31685	15/07/2021	B MICALIZZI	TOWN OF EAST FREMANTLE MUNI BOND REFUND 14/07/2021	\$ 2,400.00	\$ 2,400.00
EFT31686	15/07/2021	S CACKETT	TOWN OF EAST FREMANTLE MUNI BOND REFUND 14/07/2021	\$ 300.00	\$ 300.00
EFT31687	15/07/2021	P TURNER	TOWN OF EAST FREMANTLE MUNI BOND REFUND 14/07/2021	\$ 2,400.00	\$ 2,400.00
EFT31688	19/07/2021	AUSTRALIA POST	POSTAGE COSTS FOR 2020 / 2021 - 01/06/21 - 30/06/21	\$ 653.85	\$ 653.85
EFT31689	19/07/2021	CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS JULY 21	\$ 216.72	\$ 216.72
EFT31690	19/07/2021	BUNNINGS BLDG SUPPLIES LTD	INSECTICIDE ANT BAITS	\$ 140.32	\$ 140.32
EFT31691	19/07/2021	BOC LIMITED	CONTAINER SERVICE - JUNE 2021	\$ 34.75	\$ 34.75
EFT31692	19/07/2021	CITY OF COCKBURN	TIP FEES - JUNE 2021	\$ 1,235.00	\$ 1,235.00
EFT31693	19/07/2021	CITY OF FREMANTLE	FREMANTLE RECYCLING CENTRE - 6 MONTH CHARGE FOR RESIDENTS ACCESS (01/01/2021 - 30/06/2021)	\$ 47,850.00	\$ 47,850.00
EFT31694	19/07/2021	EAST FREMANTLE BOWLING CLUB	2021-2022 CLUB SPONSORSHIP	\$ 24,200.00	\$ 24,200.00
EFT31695	19/07/2021	IT VISION	RENEW SYNERGY SOFT AND UNIVERSE LICENCE FEES 01/07/2021-30/06/2022	\$ 76,767.86	\$ 76,767.86
EFT31696	19/07/2021	MCLEODS	PROFESSIONAL FEES - EAST FREMANTLE OVAL REDEVELOPMENT - AS4122-2010 AMENDMENT	\$ 595.87	
			PROFESSIONAL FEES - ADVICE ON RATES EXEMPTION	\$ 1,330.02	\$ 1,925.89
EFT31697	19/07/2021	TELSTRA CORPORATION LIMITED	SUMPTON GREEN PHONE TO 07/07/21, TOEF DIRECTORY CHARGES TO 07/07/21	\$ 529.90	

			DEPOT MOBILE DATA BACKUP 04/07 - 03/08, HACC MOBILE	\$ 19.12	
			MONTHLY DATA FEES FOR OPERATIONS/RANGERS TABLETS AND PHONES, RETIC, VMS TRAILER 2021-2022 - 04/07/21 - 03/08/21	\$ 748.69	\$ 1,297.71
EFT31698	19/07/2021	YOUNGS PLUMBING SERVICE P/L	DEPOT - ICE MACHINE INSTALLATION	\$ 675.00	\$ 675.00
EFT31699	19/07/2021	FASTA COURIERS	FASTA COURIER SERVICES FOR ENVIRONMENTAL HEALTH SERVICES JUNE 2021	\$ 110.20	\$ 110.20
EFT31700	19/07/2021	SMRC LOAN REPAYMENT ACCOUNT	RRRC LOAN REPAYMENT - GUARANTEE FEE DUE -15/07/2021 LOAN INTEREST HALF YEARLY	\$ 911.49	\$ 911.49
EFT31701	19/07/2021	KOOL LINE ELECTRICAL & REFRIGERATION	DEPOT WORKS SHED - REMOVAL & REPLACEMENT OF ASBESTOS PANEL FOR ELECTRICAL SWITCHBOARD	\$ 1,850.00	\$ 1,850.00
EFT31702	19/07/2021	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA	2021 - 2022 FULL MEMBERSHIP - CEO	\$ 531.00	\$ 531.00
EFT31703	19/07/2021	WESTERN AUSTRALIA LOCAL GOVERNMENT ASSOCIATION (WALGA)	RANGER COURSE ENROLMENT- EMERGENCY MANAGEMENT FUNDAMENTALS	\$ 195.00	
			RANGER COURSE ENROLMENT- AIIMS AWARENESS (ELEARNING)	\$ 195.00	
			WALGA MEMBERSHIP AND SUBSCRIPTIONS 2021/22 - MEMBERSHIP, PROCUREMENT SERVICES, TAX SERVICES, COUNCIL CONNECT, EMPLOYEE RELATIONS, LOCAL LAWS SERVICE, GOVERNANCE SERVICE	\$ 36,041.30	\$ 36,431.30
EFT31704	19/07/2021	FRANK GILMOUR PEST CONTROL	REPLACE RODENT BAITS - HACC COMPOUND	\$ 330.00	\$ 330.00
EFT31705	19/07/2021	NUMERO UNO CATERING	CATERING - 22 JUNE 2021	\$ 392.00	\$ 392.00
EFT31706	19/07/2021	WOOLWORTHS SUPERMARKETS	WOOLWORTHS PURCHASE - CHSP/HACC 09/07/21	\$ 34.50	
			WOOLWORTHS PURCHASE - CHSP/HACC 12/07/21	\$ 285.81	\$ 320.31
EFT31707	19/07/2021	HYDRO JET	EFFC - REMOVE GRAFFITI FROM MERV COWAN STAND	\$ 330.00	\$ 330.00
EFT31708	19/07/2021	KONICA MINOLTA BUSINESS SOLUTIONS	KONICA MINOLTA PHOTOCOPY CHARGES CHSP 01/06/21 - 30/06/21	\$ 19.32	
			DEPOT PHOTOCOPIER - KONICA MINOLTA BIZHUB C224E - PRINTING COSTS - JULY 2021	\$ 89.03	
			PHOTOCOPY CHARGES KONICA MINOLTA - REGULATORY SERVICES 13/06/21-12/07/21,	\$ 274.01	\$ 382.36
EFT31709	19/07/2021	CARINYA OF BICTON	RESPIRE CENTRE MEALS FOR JUNE 2021	\$ 917.28	\$ 917.28
EFT31710	19/07/2021	DEPARTMENT OF TRANSPORT	VEHICLE SEARCH FEES 2020-2021 FINANCIAL YEAR - JUNE 21	\$ 122.40	\$ 122.40
EFT31711	19/07/2021	FOCUS NETWORKS	IT SERVICES PURSUANT TO MANAGED SERVICES AGREEMENT 21-22 - EMAIL PROTECTION SERVICE, HOSTED ANTI VIRUS, WIFI MANAGEMENT, MICROSOFT CSP PRODUCTS SUBSCRIPTION & RECOVERY - JULY 2021	\$ 5,179.09	
			MANAGED PROACTIVE SERVICES JULY 21	\$ 4,160.20	\$ 9,339.29
EFT31712	19/07/2021	THE TURBAN INDIAN RESTURANT	CATERING FOR TOWN PLANNING MEETING 6/7/21	\$ 210.05	\$ 210.05
EFT31713	19/07/2021	INCLUSIVE BUILDING CONSULTANTS	CONSULTANT BUILDING SURVEYOR SERVICES - JAN - JUNE 21- TOTAL 31.50HRS	\$ 4,026.00	\$ 4,026.00
EFT31714	19/07/2021	CARING PHARMACY EAST FREMANTLE	HEALTH AND WELL BEING PROGRAM 8 STAFF FLU VACCINATIONS APRIL 2021	\$ 119.60	
			HEALTH AND WELL BEING PROGRAM 3 STAFF FLU VACCINATIONS MAY 2021	\$ 44.85	\$ 164.45
EFT31715	19/07/2021	TALIS CONSULTANTS PTY LTD	PROVISION OF INFRASTRUCTURE VALUATION SERVICES FOR PERIOD ENDING 30/06/21	\$ 2,788.50	\$ 2,788.50
EFT31716	19/07/2021	VOCUS COMMUNICATIONS	ADSL INTERNET - TRICOLORE CENTRE - JULY 2021	\$ 50.00	\$ 50.00
EFT31717	19/07/2021	SNAP PRINTING	PRINTING OF CLOTH NAPPY FLYERS X 250	\$ 167.45	\$ 167.45
EFT31718	19/07/2021	COASTLINE MOWERS	6 X ROLLS OF BRUSHCUTTER CORD AND 5 X 20-2 AUTO FEED HEADS	\$ 524.80	
			SERVICE STIHL QUICK CUT	\$ 389.60	
			SUPPLY 2 X STIHL FS131 BRUSHCUTTERS	\$ 1,293.50	
			REPAIR STIHL FS 131 BRUSHCUTTER	\$ 236.50	\$ 2,444.40
EFT31719	19/07/2021	JAYBRO GROUP PTY LTD	DISPOSABLE FACE MASKS X 100	\$ 103.84	\$ 103.84
EFT31720	19/07/2021	LGIS RISK MANAGEMENT	OSH TRAINING CONTRACT 2019 - 2020 AS PER PROPOSAL DATED JULY 2019	\$ 5,940.00	\$ 5,940.00
EFT31721	19/07/2021	ELMO SOFTWARE LTD	ELMO SOFTWARE ADDITIONAL LICENSE FEES 11/06/2021 - 28/02/2022	\$ 1,927.20	\$ 1,927.20
EFT31722	19/07/2021	BUSINESS BASE WA	OFFICE DESK WITH HUTCH AND 2 X OFFICE CHAIRS FOR CHSP TRICOLORE OFFICE.	\$ 1,255.00	\$ 1,255.00
EFT31723	19/07/2021	FRESH PROVISIONS BICTON	CATERING - 14/7/21	\$ 14.99	\$ 14.99
EFT31724	19/07/2021	TIS BUILDING AND MAINTENANCE	CEILING REPAIRS - SPARE OFFICE - TRICOLORE	\$ 2,908.80	\$ 2,908.80
EFT31725	19/07/2021	PHASE 3 LANDSCAPE CONSTRUCTION PTY LTD	RIVERSIDE ROAD - LANDSCAPING PROJECT - RFQ06-2019/20	\$ 547.04	\$ 547.04
EFT31726	19/07/2021	PAATSCH CONSULTING PTY LTD	PROFESSIONAL FEES -RFT 01-2020/21 EAST FREMANTLE OVAL REDEVELOPMENT CLIENT PROJECT LEAD - PART PAYMENT TO 30/6/21	\$ 12,100.00	\$ 12,100.00
EFT31727	19/07/2021	PAUL ROSE	CLEAN UP FALLEN LEAVES AT RACEWAY PARK	\$ 540.00	\$ 540.00
EFT31728	19/07/2021	STANDARDS AUSTRALIA	ROYALTIES AND LICENCE SUBSCRIPTIONS 09/06/21 - 08/06/22	\$ 2,836.67	
			ROYALTY FEES FOR AUSTRALIAN STANDARDS AS 4906, AS400 - 09/12/20 - 08/06/21	\$ 646.54	\$ 3,483.21
EFT31729	19/07/2021	J SIMPSON	REIMBURSEMENT OF OVERPAYMENT OF PARKING FEES LEEUWIN LAUNCHING RAMP CAR PARK 16/06/21	\$ 30.00	\$ 30.00
EFT31730	19/07/2021	VINCENT WHYTE	REIMBURSEMENT OF OVERPAYMENT OF PARKING FEES - LEEUWIN LAUNCHING RAMP CAR PARK 11/07/21	\$ 22.50	\$ 22.50
EFT31731	19/07/2021	NORMAN JAMES O'CONNELL	RATES REFUND	\$ 338.65	\$ 338.65
EFT31732	20/07/2021	AUSTRALIAN TAXATION OFFICE	BAS JUNE 2021 - PAYG	\$ 46,668.00	\$ 46,668.00
EFT31733	28/07/2021	TOWN OF EAST FREMANTLE	TRANSFER FROM TRUST TO RESERVES FOR PAYMENT IN LIEU OF PARKING - T535 - P45/12 88 GEORGE ST - CONTRIB TO GEORGE ST PRECINCT ACCESS/PARKING.	\$ 31,915.57	
			TRANSFER FROM TRUST TO RESERVES FOR PAYMENT IN LIEU OF PARKING - T538 - P234/10 No.48 (LOT 300) GEORGE ST, DEVELOPER CONTRIBUTION TO GEORGE ST PRECINCT PARKING & ACCESS STUDY	\$ 45,610.86	
			TRANSFER FROM TRUST TO RESERVES FOR PAYMENT IN LIEU OF PARKING - T640 - CASH IN LIEU PARKING - 48 GEORGE STREET	\$ 59,483.52	\$ 137,009.95
EFT31734	30/07/2021	TOWN OF EAST FREMANTLE	TOWN OF EAST FREMANTLE MUNI BOND REFUND 29/07/2021	\$ 150.00	\$ 150.00
EFT31735	30/07/2021	G GILMOUR	TOWN OF EAST FREMANTLE MUNI BOND REFUND 29/07/2021	\$ 1,500.00	\$ 1,500.00
EFT31736	30/07/2021	J BIONDI	TOWN OF EAST FREMANTLE MUNI BOND REFUND 29/07/2021	\$ 1,770.00	\$ 1,770.00
EFT31737	30/07/2021	C MILTON	TOWN OF EAST FREMANTLE MUNI BOND REFUND 29/07/2021	\$ 2,000.00	\$ 2,000.00
EFT31738	30/07/2021	PROFOUNDER FACTORY DIRECT PTY LTD	TOWN OF EAST FREMANTLE MUNI BOND REFUND 29/07/2021	\$ 2,000.00	\$ 2,000.00
EFT31739	30/07/2021	B SOUNNESS	TOWN OF EAST FREMANTLE MUNI BOND REFUND 29/07/2021	\$ 2,000.00	\$ 2,000.00
EFT31740	30/07/2021	BARRIER REEF POOLS WA PTY LTD	TOWN OF EAST FREMANTLE MUNI BOND REFUND 29/07/2021	\$ 2,000.00	\$ 2,000.00
EFT31741	30/07/2021	A FALSO	TOWN OF EAST FREMANTLE MUNI BOND REFUND 29/07/2021	\$ 2,000.00	\$ 2,000.00
			EFT TOTAL	\$ 771,071.49	\$ 771,071.49

	Direct Debit	Supplier	Description	Inv Amount	EFT
		EXETEL	EXETEL INTERNET TOWN HALL	\$ 99.00	\$ 99.00
		SUPERCHOICE PTY LTD	EMPLOYEE SUPERANNUATION - JULY 2021	\$ 50,118.48	\$ 50,118.48
		CBA	CBA MERCHANT FEE	\$ 524.70	\$ 524.70
		CBA	GUARANTEE FEE	\$ 458.43	\$ 458.43
		CBA	ACCOUNT SERVICE TRANSACTION FEES	\$ 99.88	\$ 99.88
		CBA	BPAY TRANSACTION FEES	\$ 134.64	\$ 134.64
		CBA	COMMBIZ TRANSACTION FEES	\$ 35.08	\$ 35.08
		CBA	BPOINT TRANSACTION FEES	\$ 46.17	\$ 46.17
	Credit Cards	CREDIT CARD - GARY TUFFIN	MAY STREET LARDER - COFFEE	\$ 8.90	\$ 8.90
			CITY OF FREMANTLE - PARKING	\$ 3.00	\$ 3.00
		CREDIT CARD - PETER KOCIAN	FACEBOOK - FACEBOOK SUBSCRIPTION	\$ 62.77	\$ 62.77
			MAIL CHIMP - MAILCHIMP SUBSCRIPTION	\$ 42.15	\$ 42.15
			ADOBE - LICENSCE SUBSCRIPTION	\$ 150.36	\$ 150.36
			GILBERTS FRESH - CATERING FOR AUDIT COMMITTEE	\$ 9.99	\$ 9.99
			O'BRIENS - REPLACEMENT WINDSCREEN 1DXU938	\$ 880.00	\$ 880.00
			AMART FURNITURE - FURNITURE FOR DOVENBY HOUSE	\$ 2,883.00	\$ 2,883.00
			EZI FLORAL ARMY - FLOWERS FOR STAFF	\$ 135.00	\$ 135.00
			OFFICEWORKS - SCREEN CABLE	\$ 29.88	\$ 29.88
			ZOOM- ZOOM SUBSCRIPTION	\$ 138.53	\$ 138.53
			SOCIAL MEDIA PERTH - STAFF CONFERENCE REGISTRATION	\$ 863.50	\$ 863.50
		CREDIT CARD - NICHOLAS KING	CULLEYS TEA ROOM - TRAINING MORNING TEA FOR SMRC TOUR	\$ 98.00	\$ 98.00
			9 SEEDS - TRAINING MORNING TEA FOR SMRC TOUR	\$ 66.50	\$ 66.50
			PARKING QV-1 - PARKING	\$ 18.45	\$ 18.45
			DIRECT DEBIT TOTAL	\$ 56,906.41	\$ 56,906.41
			<i>Description</i>	<i>Inv Amount</i>	<i>EFT</i>
			PAYROLL FORTNIGHT ENDING 14/07/21	\$ 138,410.43	\$ 138,410.43
			PAYROLL FORTNIGHT ENDING 28/07/21	\$ 137,694.93	\$ 137,694.93
			PAYROLL TOTALS	\$ 276,105.36	\$ 276,105.36
			GRAND TOTAL	\$ 1,113,122.41	\$ 1,113,122.41

13.1.3 Interim Audit Management Letter

Applicant	Not Applicable
File ref	F/AUD1
Prepared by	Peter Kocian, Executive Manager Corporate Services
Supervised by	Gary Tuffin, Chief Executive Officer
Meeting Date:	17 August 2021
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	1. Interim Management Letter (Confidential Attachment) for the year ended 30 June 2021

Purpose

The purpose of this report is for Council to receive the Audit Management Letter from the 2021 interim audit.

Executive Summary

Interim Audit results for the year ended 30 June 2021 are presented to Council in the attached management letter. The focus of the interim audit was to evaluate the Town's overall control environment and to obtain an understanding of the key business processes, risks and internal controls relevant to the audit of the annual financial report.

Background

Part 7 of the *Local Government Act 1995* and the *Local Government (Audit) Regulations 1996* addresses the situation of audit. In relation to the duties of the local government with respect to audits –

- a. *the local government is to do everything in its power to –*
 - i. *assist the auditor to conduct an audit and carry out his or her other duties under the Act; and*
 - ii. *ensure that audits are conducted successfully and expeditiously;*
- b. *a local government is to meet with its auditor at least once in every year;*
- c. *a local government is to examine the report of the auditor and is to –*
 - i. *determine if any matters raised require action to be taken by the local government; and*
 - ii. *ensure that appropriate action is taken in respect of those matters;*
- d. *local government is to –*
 - i. *prepare a report on any actions taken in respect of any matters raised in the report of the auditor; and*
 - ii. *forward a copy of that report to the Minister by the end of the next financial year, or six months after the last report prepared by the auditor is received by the local government, whichever is the latest in time.*

The primary role of the Audit Committee is to support Council in fulfilling its governance and oversight responsibilities in relation to financial reporting, internal control structure, risk management systems, internal and external audit functions and ethical accountability. The Committee should critically examine the audit and management reports provided by the external auditor and then determine if matters raised in the reports require action to be taken by the local government administration.

Consultation

Office of Auditor General

Statutory Environment

Part 7 of the *Local Government Act 1995* and the *Local Government (Audit) Regulations 1996* applies to audit in local government.

Policy Implications

The Department of Local Government has published Operational Guideline No. 9 Audit in Local Government that covers the appointment, functions and responsibilities of Audit Committees.

Financial Implications

There is no financial implication relative to this item.

Strategic Implications

Strategic Priority 5 – Leadership and Governance

5.1 Strengthen organisational accountability and transparency

5.3 Strive for excellence in leadership and governance

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)
Key findings from the interim and annual audits are not actioned	Possible (3_	Moderate (3)	Moderate (5-9)	COMPLIANCE Some temporary non-compliances	Control through Audit Committee monitoring of status report

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	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

The interim audit for the year ended 30 June 2021 has been completed. The focus of the interim audit was to evaluate the Town's overall control environment, not for the purpose of expressing an opinion on the effectiveness of internal control, but to obtain an understanding of the key business processes, risks and internal controls relevant to the audit of the Annual Financial Report.

There were four (4) matters that were identified during the course of the interim audit. These matters were discussed with management and comments have been included on the attachment. The interim audit findings were also discussed at the previous Audit Committee Meeting, and will be incorporated into the consolidated audit status report.

13.1.3 OFFICER RECOMMENDATION

That Council:

- 1. receive the Audit Management Letter from the Interim Audit for the Year Ended 30 June 2021, as presented as confidential attachment 1 to this report.**
- 2. note that the key audit findings will be incorporated into the standing Status Report and will be presented to the Audit Committee for ongoing monitoring.**

13.1.4 Review of COVID-19 Leave Policy

File ref	C/POL1
Prepared by	Linda McNab, HR Coordinator
Supervised by	Gary Tuffin, Chief Executive Officer
Meeting Date:	17 August 2021
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	1. COVID-19 Leave Policy and Procedure

Purpose

The purpose of this report is for Council to review the COVID-19 Leave Policy approved in April 2020.

Executive Summary

The COVID-19 Leave Policy was developed in response to the pandemic COVID-19 to ensure the Town undertook a pragmatic and precautionary approach to managing work absences related to COVID-19, with a view to promoting health and safety for employees, others in the workplace, and the public.

COVID-19 Leave is only offered under the particular circumstances outlined in the policy to provide an additional level of assistance for employees. The leave is not accruable and is only available after an existing permanent or fixed term employee has exhausted all personal leave.

The Executive Management Group has reviewed the Policy and made some minor amendments, which are tracked in the attachment for review and approval by Council.

Background

Since March 2020 we have had four (4) shutdowns, and with the current evolving pandemic, it is considered that more shutdown scenarios are very likely.

The Town has had one application for COVID-19 leave since its inception, requested in July 2021. The application was from an outdoor worker whose wife had been in Victoria looking after her elderly sick mother. On her return she was directed to be in quarantine for 14 days. She was a local government employee from another council and in a position where she could work from home. They have three young children.

His application was approved having met the requirements of the following:

- *have exhausted all accrued personal/sick leave and who provide evidence that:*
 - *they are required to self-isolate based on an Australian Government or Health Department directive due to COVID-19; or*
 - *they are required to be the primary care giver (establishing the type of care giver role to be undertaken) for another person who has COVID-19 or is required to self-isolate and is a dependent of the employee;*
 - *cannot access school or other care arrangements because of COVID-19.*

Evidence to support a claim for COVID-19 Leave includes medical evidence and/or a Statutory Declaration confirming the requirements for COVID-19 Leave to be used.

Consultation

The Executive Management group have discussed this policy.

Statutory Environment

Federal and State Government

Policy Implications

N/A

Strategic Implications

A Purchase Leave policy be drafted for Council approval to allow employees to potentially fund additional leave where needed with approval by their Supervisor and endorsed by the CEO.

Comments

It is recommended that Council adopt the revised COVID-19 Leave Policy (2.1.7).

13.1.4 OFFICER RECOMMENDATION

That Council endorse the COVID-19 Leave Policy (2.1.7) as amended.

1.2.7 COVID-19 Leave

Type:	Office of the CEO – Human Resources
Legislation:	Local Government Industry Award 2010
Delegation:	
Other Related Document:	PRO1.2.7 COVID-19 Procedure

Objective

The objective of this Policy is to outline the terms and conditions associated with leave related to the COVID-19 pandemic. This policy covers provisions that are in addition to other leave provisions prescribed by the National Employment Standards and the *Local Government Industry Award 2010*.

Policy Scope

This Policy is intended to supplement employment conditions contained in awards, and legislation but not to override them. To ascertain the rights and responsibilities of both the Town of East Fremantle (the Town) and employees, the parties should always refer to the primary documentation, e.g. *Local Government Industry Award 2010*.

Policy

COVID-19 Leave ~~has is being~~ been introduced to provide an additional level of assistance for employees who are affected by the COVID-19 pandemic.

COVID-19 Leave is not accruable and is only available after paid personal leave has been exhausted. The leave can only be accessed once in a 12 month period.

With respect to workforce flexibilities available to the Town's permanent and fixed term employees, the Town will adopt the following:-

The Town will grant up to two weeks (10 working days) pro-rata of paid COVID-19 Leave to permanent and fixed term employees who:

1. *have exhausted all accrued personal/sick leave and who provide evidence that:*
 - *they have tested positive to COVID-19; or*
 - *they are required to self-isolate based on an Australian Government or Health Department directive due to COVID-19; or*
 - *they are required to be the primary care giver (establishing the type of care giver role to be undertaken) for another person who has COVID-19 or is required to self-isolate and is a dependent of the employee;*
 - cannot access school or other care arrangements because of COVID-19.
 - have not accessed COVID-19 leave in the prior 12 months.
2. *are required to self isolate based on an Australian Government or Health Department directive, whilst awaiting results of a COVID-19 test. Should a positive test result be delivered, the employee is to exhaust all personal/sick leave prior to accessing further COVID-19 leave.*

The above would not apply to casual employees.

The CEO has discretion to approve additional COVID-19 leave based on extenuating circumstances.

The Town will take a pragmatic approach to evidence requirements informed by current information about health risks and the like.

Evidence to support a claim for COVID-19 Leave includes medical evidence and/or a Statutory Declaration confirming the requirements for COVID-19 Leave to be used.

In situations concerned with being the primary care giver, employees may be asked to provide a documented explanation of the circumstances along with other evidence.

Employees may access a combination of existing leave provisions required during the pandemic, which include:

- i. Annual Leave
- ii. Personal/Sick Leave
- iii. Long Service Leave
- iv. Rostered Day Off accruals
- v. Compassionate Leave
- vi. Public Service Holidays
- vii. Unpaid Leave.

Employees who may be at higher risk than the general population in respect to COVID-19 are encouraged to continue to work, or work from home where possible.

Nothing in this policy prevents the CEO from amending work arrangements of staff in line with the Town's Business Continuity Plan and Commonwealth or State Government direction.

COVID-19 Leave will be calculated based upon the employee's contracted ordinary hours in a two week pay period in their substantive position, excluding any additional penalties, rates, allowances, overtime, etc.

National Lockdown

Should the Federal Government provide a directive that all activities are to stop (national lockdown), all permanent and part time staff (excluding casuals) that cannot work from home due to their duties (ie gardeners) will be stood down and paid at their ordinary rate (wage standard) for a period of up to [two \(2\) 4-weeks](#), after which time a review will be undertaken in relation to on-going payments.

General

- COVID-19 Leave does not apply to casuals.
- Employees who are sick (excluding COVID-19) can access existing personal or sick leave entitlements.
- Employees are expected to attend work or notify the employer of reasons for not attending. Employees not attending work without notification will be deemed to be on leave without pay.
- Employees found to not have adhered to self-isolation or other requirements related to the pandemic situation may be excluded from accessing COVID-19 Leave, or be required to reimburse it to the Town if confirmed it was not used for its intended purpose
- The CEO reserves the right to make the final decision on the application of the Policy.
- This Policy remain in force until further notice and may be amended or ceased by the Town at any time.

Responsible Directorate:	Office of the Chief Executive Officer
Reviewing Officer:	Chief Executive Officer
Decision making Authority:	Council
Policy Adopted:	21/4/20

Policy Amended/Reviewed:	
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TOWN OF EAST FREMANTLE COVID-19 LEAVE PROCEDURE	<div style="text-align: right;">  </div>
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PURPOSE:

This procedure outlines the process to be undertaken when applying for COVID-19 Leave in line with our policy.

COVID-19 LEAVE

COVID-19 Leave is not accruable and is only available after an employee's existing paid Personal Leave has been exhausted.

The Town may grant up to two weeks of paid COVID-19 Leave to employees who provide evidence that:

- they have tested positive to COVID-19; or
- they are required to self-isolate based on an Australian Government or Health Department directive due to COVID-19;
- or they are required to be the primary care giver (establishing the type of care giver role to be undertaken) for another person who has COVID-19 or is required to self-isolate and is a dependent of the employee;
- cannot access school or other care arrangements because of COVID-19; or
- as otherwise approved by the CEO based on extenuating circumstances.

COVID-19 Leave may be taken in more than one period but cannot exceed two weeks paid in total in a 12 month period.

CALCULATION FOR PAYMENT

COVID-19 Leave will be calculated based upon the employees' contracted ordinary hours in a two week pay period in their substantive position, excluding any additional penalties, rates, allowances, overtime, etc.

EVIDENCE TO SUPPORT CLAIM

Evidence to support a claim for COVID-19 Leave includes medical evidence and/or a Statutory Declaration confirming the requirements for COVID-19 Leave to be used.

In situations concerned with being the primary care giver, employees may be asked to provide a documented explanation of the circumstances along with other evidence.

HOW TO APPLY FOR COVID-19 LEAVE

Submit an application in Definitiv selecting "Other" as Leave Type, then under Leave Reason select COVID Leave, upload evidence documents to support claim.

EMPLOYEES WITH REASONABLE CONCERN ABOUT EXPOSURE

Employees may seek not to attend work because of reasonable concern about exposure to COVID-19, even though the employee is not required to self-isolate. They may apply for the applicable leave type for this purpose (i.e. personal leave if unwell otherwise annual, long service leave or unpaid leave).

The Town will take a pragmatic and precautionary approach to these circumstances, informed by current information about health risks.

Any employee who believes they have a reasonable concern should raise that concern with their Supervisor. The Supervisor in consultation with Human Resources / WHS will determine if a reasonable concern exists based upon a risk assessment (made using information and expert guidance available at the time).

Following an individual assessment of risk, the Town may decide to:

- accommodate the employee in a different workspace or work environment
- accommodate working from home arrangements where possible;
- allow the employee to access available Leave or COVID-19 Leave or take leave without pay.

The same evidence requirements for accessing COVID-19 Leave apply.

GENERAL

COVID-19 Leave does not apply to casuals.

There is no requirement for COVID-19 Leave to be re-credited by an employee and it does not affect an employee's Annual or Long Service Leave entitlements.

Employees found to not have adhered to self-isolation or other requirements related to the pandemic situation may be excluded from accessing COVID-19 Leave, or be required to reimburse it to the Town if confirmed it was not used for its intended purpose.

13.1.5 Employee Superannuation Co-Contribution Policy

Prepared by	Linda McNab, HR Coordinator
Supervised by	Gary Tuffin, Chief Executive Officer
Meeting Date:	17 August 2021
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	1. Employee Superannuation Co-Contribution Policy

Purpose

The purpose of this report is for Council to consider the adoption of the Employee Superannuation Co-Contribution Policy which has been developed to provide clarity for employees about this scheme.

Executive Summary

It is proposed that due to the superannuation guarantee legislated increases up to 12% by 2025/2026 to cap the total Council contribution to 16%.

Background

Whilst the Co-Contribution Scheme has been in place since 1 July 2013 at the Town of East Fremantle, there was not a supporting policy to clarify how the scheme worked, and over time with staff changes there has been some confusion about how the scheme should operate.

Further, with the recent change to superannuation guarantee legislation it is proposed that Council consider the financial implications of the Contributory Scheme as the Superannuation Guarantee percentages increase. The table below provides a summary of the potential increased costs, ie if Council resolve to retain the matching co-contribution of 5%, this would result in an additional, cost of \$168,201 payable over the 5 years **compared to a diminishing co-contribution to offset the increase in the superannuation guarantee**

MATCHING CO-CONTRIBUTION OF 5%						
Year	SG Rate	Superable Salary	Total Council SG	Estimated Council Co-Contribution (based on current membership)	Total Council Expense	Super
21/22	10.0%	3,724,470	372,447	115,237	487,684	
22/23	10.5%	3,724,470	391,069	115,237	506,306	
23/24	11.0%	3,724,470	409,692	115,237	524,929	
24/25	11.5%	3,724,470	428,314	115,237	543,551	
25/26	12.0%	3,724,470	446,936	115,237	562,173	
			\$2,048,459	576,185	\$2,624,644	

DIMINISHING CO-CONTRIBUTION OF 0.5% EACH YEAR TO OFFSET INCREASE IN SUPERANNUATION GUARANTEE						
Year	SG Rate	Superable Salary	Total Council SG	Estimated Council Co-Contribution (based on current membership)	Total Council Expense	Super
21/22	10.0%	3,724,470	372,447	103,467	475,914	
22/23	10.5%	3,724,470	391,069	92,532	483,601	
23/24	11.0%	3,724,470	409,692	81,597	491,289	

24/25	11.5%	3,724,470	428,314	70,662	498,976
25/26	12.0%	3,724,470	446,936	59,727	506,663
			\$2,048,459	407,984	\$2,456,443

Employees who currently contribute 5%, under the co-contribution scheme have that entitlement as a clause within their contract of employment states:-

“Superannuation

Superannuation contributions will be made to a superannuation fund of your choice, where permitted under the Trust Deed of the WA Local Government Superannuation Plan.

If you do not elect a superannuation fund, the superannuation contributions will be made to the Town’s default fund. Full membership will be available to you where the Town contributes an additional 5% on the condition that the employee contributes 5% minimum, which may be contributed via a salary sacrifice arrangement.”

It is proposed that regardless of the decision to maintain the current co-contribution scheme or to reduce by 0.5% when SG increases each year, future contracts of employment will state:

*“If you do not elect a superannuation fund, the superannuation contributions will be made to the Town’s default fund. Full membership will be available to you where the Town contributes **up to an additional 5% as per our Superannuation Policy**, on the condition that the employee contributes an equivalent percentage, which may be contributed via a salary sacrifice arrangement.”*

Consultation

The Executive Management group have discussed this draft Policy and agree with the recommendation.

Statutory Environment

Fringe Benefits Assessment Act 1986
Superannuation Industry (Supervision) Act 1993
Superannuation Guarantee (Administration) Act 1992

Policy Implications

Recruitment Policy

Strategic Implications

Recruitment procedure to attract and retain high performing employees.

Comment

The Staff Induction and Information Manual states under the heading **Superannuation:-**

“Upon commencement of employment, you will be provided with information about the Superannuation currently available through the Town of East Fremantle. There are two (2) types, as follows:

Town of East Fremantle Superannuation Scheme (Contributory Scheme)

This scheme is an employer/employee contribution scheme that you, as an employee, are eligible to join after completing one month’s service with a Local Authority.

The contribution rates vary and Council currently contributes 5% to match an employee's voluntary contribution of 5% on a fortnightly basis.

WA Town of East Fremantle Superannuation Scheme (Superannuation Guarantee)

With this scheme, as from 1 July 2013, Council contributes an amount equal to 9.5% of your salary, on a fortnightly basis.

The Council contribution is in addition to your wages."

Council should note:

1. the superannuation guarantee will increase to 12% by 2025/26.
2. the maximum superannuation rate payable at the present time is 15%, comprised of the 10% superannuation guarantee and up to a maximum 5% Council co-contribution. The Town's total financial contribution is \$487,684 based on these parameters.

Currently, as noted above, the Town since July 2021 pays 15% superannuation including co-contribution. The superannuation guarantee will increase to 12% by 2025/26 potentially facilitating a total super of 17%, with the co-contribution, however it is recommended capping total Council superannuation contributions to a maximum of 16%, therefore after 11% superannuation guarantee, the Town's share would reduce 0.5% per 0.5% increase to 12%.

It is recommended that Council endorse a maximum cap of 16% in superannuation payments once the superannuation guarantee rate reaches 11% in 2023/24.

13.1.5 OFFICER RECOMMENDATION

That Council:

1. **endorse the draft Employee Superannuation Co-Contribution Policy (1.2.10) as presented;**
2. **endorse a maximum cap of 16% in superannuation payments once the superannuation guarantee rate reaches 11% in 2023/24. The Town's total financial contribution will be a maximum of \$524,929 based on current membership.**



1.2.10 Employee Superannuation Co-Contribution

Type:	CEO
Legislation:	Fringe Benefits Assessment Act 1986 Superannuation Industry (Supervision) Act 1993 Superannuation Guarantee (Administration) Act 1992
Delegation:	Chief Executive Officer
Other Related Document:	Nil

Objective

The Town of East Fremantle is committed to recruiting and retaining appropriately skilled and qualified employees to deliver the full range of services required of the local government.

Employee benefits, including additional superannuation contributions, can assist in recruitment and retention of staff.

Policy

The Town of East Fremantle will co-contribute **up to an additional 5%** of an employee's fortnightly wage to a complying superannuation fund (in accordance with the Superannuation Industry (Supervision) Act 1993) of the employee's choice should an employee choose to salary sacrifice into their complying superannuation fund.

An employee can salary sacrifice between 1% and 5% of their salary which will be matched by a Council co-contribution of the same percentage.

Employees can salary sacrifice over 5% but any amount over 5% will not be matched as a co-contribution.

Employees are required to enter into an individual employment agreement prior to commencing salary sacrificing.

All employees will receive the compulsory superannuation contribution as per the Superannuation Guarantee (Administration) Act 1992.

Should the statutory superannuation guarantee charge percentage increase, the maximum Council co-contribution will decrease by the same percentage, with these two components amounting to a maximum of 16 per cent, noting that this can only be applied to new employees at the Town.

Variation to this Policy

This policy may be cancelled or varied from time to time. All the organisation's employees will be notified of any variation to this Policy by the normal correspondence method.

Responsible Directorate:	CEO
Reviewing Officer:	Chief Executive Officer
Decision making Authority:	Council
Policy Adopted:	
Policy Amended/Reviewed:	

13.1.6 East Fremantle Lacrosse Club – Club Night Lights Grant Application

File ref	A/LCG1
Prepared by	Carly Filbey, Community Engagement Officer
Supervised by	Gary Tuffin, Chief Executive Officer
Meeting Date	17 August 2021
Voting requirements	Absolute Majority
Documents tabled	Nil
Attachments	1. Club Night Lights Grant Application – East Fremantle Lacrosse Club 2. Application Quotations 3. Application Site Map

Purpose

Council is required to review one Community Sports and Recreation Facilities Fund (CSRFF) Club Night Lights Grant application prepared by the East Fremantle Lacrosse Club.

Executive Summary

Club Night Lights Funding for the 2022-2023 financial year, through the Department of Local Government, Sport and Cultural Industries (DLGSCI) is currently open for sporting clubs. Part of the application procedure is for all submissions to be assessed by the Local Government Authority (LGA) and ranked in order of priority. The applications are then forwarded to DLGSCI for their consideration. The deadline for these applications to be received by DLGSCI is 30 September 2021.

Background

DLGSCI released the new Club Night Lights Funding Program for the 2022/2023 financial year. The purpose of the program is to provide financial assistance to community groups, sporting clubs and local governments to develop sports floodlighting infrastructure. The Town of East Fremantle requested expressions of interest from local sporting clubs, with four clubs indicating that they were looking into the opportunity.

Following discussions with the Town, the East Fremantle Lawn Tennis Club, East Fremantle Junior Football Club and East Fremantle Junior Cricket Club decided to postpone their application until the applications open next year.

East Fremantle Lacrosse Club have indicated that their proposed application will be to install a floodlight on the northern side of Preston Point Oval.

Consultation

East Fremantle Lacrosse Club
Department of Sport & Recreation
Executive Manager Corporate Services
Executive Manager Technical Services

Statutory Environment

Not applicable.

Policy Implications

Nil.

Financial Implications

The 2021/22 Budget includes a municipal funding allocation of \$15,000 as the Town’s contribution to this lighting project (General Ledger Account E11733). As successful projects will be awarded funding in 2022/23, it is recommended that this funding contribution be transferred to the Preston Point Facilities Reserve to quarantine this funding for the next financial year should the grant application be successful.

Strategic Implications

Strategic Community Plan 2020-2030:

Strategic Priority 1 – Social – A socially connected, inclusive and safe community

1.1 Facilitate appropriate local services for the health and wellbeing of the community

1.1.1 Facilitate or partner to ensure a range of quality services are provided at a local level.

1.2 Inviting open spaces, meeting places and recreational facilities

1.2.1 Provision of adequate facilities to support healthy and active lifestyles.

Preston Point Precinct Master Plan

During the preparation of the Preston Point Precinct Master Plan a Public Open Space Levels of Service Report was prepared by Core Business (February 2019). Upgrading of the floodlights at Preston Point Reserve was identified as a short-term priority project.

The Plan reference for “Lacrosse / Cricket new lighting to 50lux” is referred to as item 19 in the document.

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 not consider the application.	Unlikely (2)	Moderate (3)	Moderate (5-9)	REPUTATIONAL Substantiated, public embarrassment, moderate impact, moderate news profile	Accept Officer Recommendation

Risk Matrix

Consequence		Insignificant	Minor	Moderate	Major	Extreme
		1	2	3	4	5
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	6
Does this item need to be added to the Town's Risk Register	No
Is a Risk Treatment Plan Required	No

Comment

The LGA is required to rank the priority of all applications received and also rate them against the following criteria:

- A Well planned and needed by municipality
- B Well planned and needed by applicant
- C Needed by municipality, more planning required
- D Needed by applicant, more planning required
- E Idea has merit, more planning work needed
- F Not recommended

Club Night Lights Grant Application – Town of East Fremantle, Floodlight upgrade at Preston Point Oval

(refer to Assessment, Attachment 1; Section B, page 14)

- Ranking: 1 of 1
- Rating: B

This project is a continuation of the floodlighting upgrades within the Precinct.

13.1.6 OFFICER RECOMMENDATION

That Council:

- 1. endorses a Priority 1 ranking for the Club Night Lights Grant;**
- 2. request the Chief Executive Officer to submit this outcome to the Department of Local Government, Sport and Cultural Industries; and**
- 3. pursuant to section 6.8 of the *Local Government Act 1995* amend the 2021/22 Budget and transfer the \$15,000 in municipal funding allocated to the Preston Point Oval Flood Lighting Project into the Preston Point Facilities Reserve, to quarantine funding for this project.**



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

Office Use Only

TRIM: _____

Grant No: _____

Project Coordinator: _____

Club Night Lights Program Grant Application Form

Year 2022/23 – 2024/25 Triennium

This application form can only be used for applications to be submitted in the 2022/23 funding round. No other forms will be accepted.

Project discussed with Department of Local Government, Sport and Recreation and Cultural Industries		
Application Discussed and submitted to Town of East Fremantle		
DLGSC Contact: Clayton White	Date: 4 August 2012	Office: Leederville
TYPE OF GRANT:		
<input checked="" type="checkbox"/>	ANNUAL GRANT \$2,500 – \$166,666 (Up to \$250,000 with development bonus) The total project cost (GST exclusive) is between \$5,000 and \$500,000.	
<input type="checkbox"/>	FORWARD PLANNING GRANT \$166,667–\$1 million The total project cost (GST exclusive) exceeds \$500,000.	
Year of Claim (Applicable to forward planning grants only): Please indicate the year that you would prefer to claim a grant, taking into account the CNLP Acquittal Requirements. Only indicate first preference for funding in 2022/23 if all planning is finalised and the project will be completed before 1 June 2023.		
<input checked="" type="checkbox"/> 2022/23	<input type="checkbox"/> 2023/24	<input type="checkbox"/> 2024/25
Would the project proceed if funding was allocated in a later year? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how would the project be impacted (e.g. – delayed etc)?		
How would the resulting cost escalation be funded? Yes From within East Fremantle Lacrosse Club Resources		

Applicant's Details:

Organisation Name:	East Fremantle Lacrosse Club				
Postal Address:	PO Box 410				
Suburb:	Melville	State:	WA	Postcode:	6956
Street Address:	1 Jerrat Drive				
Suburb:	East Fremantle	State:	WA	Postcode:	6158

Preferred Contact Person:

All application correspondence will be directed to this person

Name:	Peter Cann	Title:	Mr
Position Held:	Volunteer Project Coordinator		
Business Phone:		Facsimile:	
Mobile Phone:	0488044829	Email:	pncann@gmail.com

Organisation Business Details:

Does your organisation have an ABN?	Yes <input type="checkbox"/>	ABN: 44 609 952 708	
Is your organisation registered for GST?	No <input type="checkbox"/>	* Note, in order to be eligible for funding you must attach a copy of the Incorporation Certificate. LGAs exempt.	
Is your organisation not-for-profit?	Yes <input type="checkbox"/>		
Is your organisation incorporated?	Yes <input type="checkbox"/>	Incorporation Number: A0590067N	
Bank details: Bendigo Bank	Bank: Bendigo Bank	BSB: 633-000	A/c: 143848638

Local Government Authority Details:

LGA:	Town of East Fremantle		
Contact:	Carly Fibey	Title:	Ms <input type="checkbox"/>
Position Held:	Community Engagement Officer		
Business Phone:	93399300	Facsimile:	
Mobile Phone:		Email:	cfilbey@eastfremantle.wa.gov.au

PROJECT DETAILS

Project Title (brief and specific): East Fremantle Lacrosse Club Lighting Upgrad4e 2021 – Single pole 6		
Project Description: Install one additional light Pole and 4 lights (Pole 6) as part of Lighting Master Plan developed by East Fremantle Lacrosse Club See Attached Plan and Town of East Fremantle Preston Point Precinct Master Plan 2020		
Project location:	Preston Point Reserve, 1 Jerrat Drive East Fremantle	
Land ownership:	Vested to Town of east Fremantle Lease Expiry (if applicable): N/A	
Planning approvals	Town of East Fremantle, Swan River Trust	If no, provide the date it will be applied for:
Where applicable, has planning permission been granted? (LGA)	Pending <input type="checkbox"/>	___/___/___
Aboriginal Heritage Act?	No <input type="checkbox"/>	___/___/___
Department of Biodiversity, Conservation and Attractions? (Environmental, Swan River) Consultation commenced	Yes <input type="checkbox"/>	10/08/2021
Native Vegetation Clearing Permit?	No <input type="checkbox"/> N/A	___/___/___
Please list any other approvals that are required? N/A	N/A	___/___/___
What discussions have been held with adjoining local authorities?		
Approximate distance from proposed project to nearest adjoining council boundary: 1km		
Have you discussed this project with Department of Infrastructure and Regional Development (Federal Government)? No <input checked="" type="checkbox"/>		
If so, are you seeking funding from them? No <input type="checkbox"/>		
Contact: N/A		
How will your project increase physical activity?		
Creating more areas for training that will assist with attendance and create more flexible training opportunities for Senior Men, Senior Women and all club juniors		
Opportunity deliver schools based development, recruitment and competitions		
Spreading the usage of the ground and facilities over a more weekdays rather than current limitations		
Allow more flexible approach and management of practice times and practice schedules for club members and creating an opportunity to increase games played during summer nights with the introduction and		

ability to facilitate Olympic Lacrosse Sixers competition during summer evenings as the newest sport for inclusion of 2028 games

Do you share your facility with other groups? Yes : East Fremantle Cricket Club and informal recreational dog exercise groups

List up to three sport and recreation activities which will **directly benefit** from your proposal. Please indicate the approximate % usage of the facility (or part of the facility relating to this proposal).

Sport/community organisation	% use of the facility	Hours per week
Lacrosse Men's and Women's	60	10
Lacrosse Olympic 6 (mixed – Summer))	30	8
Cricket (summer)	10	6

Activity/sport **capitated membership** numbers over the past three years relevant to your project. For example, if a bowls project, golf members not relevant; **Social membership numbers not applicable**.

Note: if membership is not applicable, ie recreation facility or aquatic centre, please enter the number of users of the facility with evidence of how you arrived at the figure.

2018/19	179	2019/20	185	2020/21	187
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State Sporting Associations are involved in the assessment of applications and may be able to provide valuable information when planning your project, particularly in relation to technical design issues. They should be consulted as part of the application process. A complete list of State Sporting Associations and their contact details are available on the department's website: <https://www.dlgsc.wa.gov.au/sport-and-recreation/state-sporting-associations>

What is the name of the State Sporting Association for your activity/sport?	
Lacrosse WA	
Have you discussed your project with your State Sporting Association? Yes <input type="checkbox"/>	
Contact Name: Roxane Leavy	Date of contact: 1 August 2021

PLANNING

You need to demonstrate that you have undertaken an appropriate level of planning for your project. Questions 1 – 24 must be completed for all applications. Forward Planning grant applications must complete all the questions in detail. Annual grant applications must provide responses where appropriate and relative to the project.

Attach your responses (in numerical order) to the application form. If you believe that you have a valid reason for answering in the negative to a question, please detail that reason.

Ensure that you have addressed the Key Principles of Facility Provision as they apply to your project. Questions 1 to 24 below relate directly to these principles.

You are expected to provide detail on the planning, management and financial viability of your project. Where research findings are used to justify a project a range of research techniques should be evident in the methodology used. When using comparative analysis local conditions must be considered.

All assumptions must be clearly stated. Please do not solely refer to attachments in the answers below – please summarise the content in the section provided.

1.	<p>When did you complete your needs assessment? (This is a formal analysis required for projects over \$500,000). 2014/2015(club) and participation in the Town of East Fremantle Preston Point Master Plan (endorsed 16 June 2020)</p>
	<p>How has the need for your project been identified and assessed?</p> <p>Growth in demand in ground usage, numbers of members using the ground, options to provide and increase Flexible practice times during winter, overall ground management and the development of a new format called Lacrosse Sixers (Latest Olympic Sport) Refer to Town of East Fremantle Preston Point Master Plan (endorsed 16 June 2020)</p> <p>Maximise the recent 2020 facility investment by ToEF in the ground upgrade and refurbishment of turf playing surfaces</p> <p>Improve the safety standards and reduce risk of injury to players and other ground users including coaching and support staff</p>
	<p>Is the need or a part of the need that you have identified already being catered for? Yes -East Fremantle Lacrosse Club has funded and installed 5 of the lights proposed in the needs assessment (2015)</p>
2.	<p>Have you undertaken a feasibility study? (must be included with Forward Planning applications). Yes <input checked="" type="checkbox"/> <input type="checkbox"/> Members Feedback, membership ,Changing work circumstances, increase practice times for junior members and growth within the club together with climate change(temperature) during the summer period makes lighting essential and lacrosse inclusion in the next Olympic Games and in conjunction with the Town of East Fremantle Preston Point Precinct Master Plan</p>
	<p>If not, how have you assessed the feasibility of your project? N/A</p>
3.	<p>What alternatives were considered and why were they rejected? (This should include a 'do nothing' option) the nature of the game of lacrosse and availability of floodlit ovals in the region limits options together with provision of training and changeroom facilities. If the Do-Nothing option we will continue at out home ground and continue to explore options to enhance our training options at Preston Point Reserve Did you consider sharing with another group? (Please detail). Yes <i>East Fremantle Cricket Club have been consulted however as a summer sport a majority of training and practice sessions are held in daylight hours</i> Did you consider the whole of life cost when assessing the viability of these options to ensure that the preferred project was both affordable and cost-effective? Yes, and In conjunction with Town Of East Fremantle Maintenance budget for Parks and Gardens (Please detail).</p>
4.	<p>How does your project fit into your?</p> <ul style="list-style-type: none"> • Club's strategic plan or development plan? Included in Club Development Plan • State Sporting Association's strategic or development plan? N/A • Local authority's strategic or development plan? Preston Point Precinct Plan June 2020
5.	<p>What impact is your project likely to have on other facilities and services in your local and regional area?</p> <p>A positive increase for ground recreational use for Lacrosse and recreational users</p> <p>Increase and improve the safety standards and reduce risk of injury to players and other ground users including coaching and support staff Minimal if any overall</p>
6.	<p>Is your facility multi-purpose (i.e. caters for a variety of activities at one time)? No <input type="checkbox"/> If so, does it service more than one LGA? N/A</p>
	<p>Site and locality maps should be included with all applications outlining where the proposed facility is located in relation to other sport and recreation infrastructure (where applicable). As per Plan See Attachment</p>

7.	Describe the consultation process undertaken for the project. For example, have you invited public submissions, conducted a survey, held stakeholder or public forums etc.: Yes. Public consultation was conducted in 2014 as part of the facility upgrade and consultation with club members and informal recreational users, groups who use the facility and included in the Town of East Fremantle Preston Point Precinct Master Plan 2020
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MANAGEMENT

8.	Have you developed a management plan for your facility? Yes <input type="checkbox"/> Please attach a copy with this application. See Attached								
	If not, please explain how you plan to address management issues i.e. attracting new members, maintenance and repairs, replacement of broken or stolen items and/or raise sufficient revenue to cover operating costs? An asset management plan detailing provisions for life of asset costs should be provided for projects over \$500,000. East Fremantle Lacrosse Club has a Junior Numbers Development Plan targeting local schools in the Area, social media, community open days, and recruitment drives at local shopping centres and in conjunction with State and National Associations								
9.	How have you catered for management needs in your design (if required)? Yes Practice sessions and ground usage are planned by the Volunteer Facility Manager in consultation with club coaches and Team Managers. Regular consultation with Town of East Fremantle Parks and Gardens staff								
10.	Was an experienced facility manager, builder or technical expert involved in planning the design of your project? The East Fremantle Lacrosse Club has an experienced Facility Manager and project manager for over 10 years, demonstrating high level of management and planning of ground allocation, training schedules, game schedules together with maintenance of club resources and liaison with Town of East Fremantle staff is clearly in place and is a key role in our club								
11.	If you propose to share a facility, have other groups been asked what features they need? List these needs and describe how they will be accommodated, either through your project's location, design or the way in which it will be managed. Shared lease arrangements between East Fremantle Lacrosse Club and East Fremantle Cricket Club								
12.	Have you considered:								
	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">• access for low income earners</td> <td>Yes X <input type="checkbox"/></td> </tr> <tr> <td>• access for people with a disability</td> <td>Yes X <input type="checkbox"/></td> </tr> <tr> <td>• access for seniors</td> <td>Yes X <input type="checkbox"/></td> </tr> <tr> <td>• access on a casual and short-term basis</td> <td>Yes X <input type="checkbox"/></td> </tr> </table>	• access for low income earners	Yes X <input type="checkbox"/>	• access for people with a disability	Yes X <input type="checkbox"/>	• access for seniors	Yes X <input type="checkbox"/>	• access on a casual and short-term basis	Yes X <input type="checkbox"/>
• access for low income earners	Yes X <input type="checkbox"/>								
• access for people with a disability	Yes X <input type="checkbox"/>								
• access for seniors	Yes X <input type="checkbox"/>								
• access on a casual and short-term basis	Yes X <input type="checkbox"/>								
	Please attach a copy of the proposed fee structure below. Lacrosse Club Fees are as Follows Juniors \$180 Adult Students and Veterans \$280 Seniors \$380 Note some members are assisted by Kids sport program								

DESIGN

Grant applications are required to provide a **locality map**, **site map** and **lighting plans**. Plans are to be submitted in **A3 digital format**.

13.	<p>Have you written a design brief for your project? <input type="checkbox"/> Yes</p> <p>If yes, please respond to the following points:</p> <p>Describe the process used to obtain an estimate of construction cost. East Fremantle Lacrosse Club has just completed the installation of a single light pole as part of the club development plan (Funded entirely by East Fremantle Lacrosse Club resources) and quotes and costings will be the same for the single pole grant (Pole6). The project was completed on time and on budget as forecasts with 2 quotes obtained both written and verbal sources (see attached)</p> <p>An estimate from a qualified consultant in the building industry (e.g., architect, quantity surveyor, builder, engineer, etc.) must be provided with your application. (Obtained from Delfs Electrical with support from a number of suppliers and associated resources within the plan – i.e., Phillips's lighting, AD Coote (pole supplier) and a number of Electricians</p>
14.	<p>What design features will allow your facility to meet changing needs over time? Simple access to the pole(s) design allows for simple management and maintenance- The club and Town of East Fremantle manages and assists in maintenance at this time of 5 existing poles and lights within the ground..</p> <p>Is your current proposal likely to limit any future development on your site? <input type="checkbox"/> No If yes, how? N/A</p>
15.	<p>How have you determined the most appropriate technical specification? Yes Liaising with City of Cockburn and information obtained from the recent upgrade of Goodchild Oval and use of advice sourced and received from suppliers in the industry. Australian Standard - AS 2560.1 – 2002 Sports lighting, AD Coote Pole Design and Specifications (see Attached) and Phillips Lighting</p> <p>Do they meet Australian Design Standards for your sport or recreation needs? This will be an assessment factor. X <input type="checkbox"/> Yes Australian Standard - AS 2560.1 – 2002 Sports lighting</p> <p>Please refer to DLGSC's Asset Management Guide on the website for a list of common standards and note that projects that do not meet Australian Design Standards are ineligible for funding. Lighting to meet Lux 50 Standard Standard will be met as indicated from Lux plan, note that at this time the application is for funding of a single pole and 4 LED lights which will illuminate part of field one at the ground</p>
16.	<p>What energy efficient products or design considerations will be included in your facility or project? Lighting will be LED 1500watt with energy efficient drivers and infrastructure as standard indicates together with managed time allocations for use of lights.</p>
17.	<p>Have you determined whether there is a need to upgrade your power supply? If so, is this allowed for in your application? Yes – A power supply assessment has been conducted in 2015 and implemented in conjunction with the Town of East Fremantle prior to the upgrade to the clubrooms 2015. Current power supply is sufficient for the master plan for the overall lighting project 2015-2026(See Attached)</p>

FINANCIAL VIABILITY

It is understood that some facilities will operate at a loss. It is not necessary to suggest that all facilities will break even or make a profit. The intent of this assessment is to be sure that applicants have a realistic understanding of the impact of their project on the operational budget, membership costs or entry fees and an appreciation of the funding requirements over the life of the facility.

18.	<p>Have you applied a Life Cycle Cost Analysis to your project? This is mandatory for projects that have a total project cost over \$500,000 X <input type="checkbox"/> No</p>
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	<p>DLGSC's Life Cycle Cost Guidelines are available on the website. Developing a life cycle cost approach when considering your project's parameters will assist to make effective financial, economic and operationally sustainable decisions. Applicants may use alternative computer programs to demonstrate compliance. Current halogen lights will be replaced with more energy and emissions efficient lights and infrastructure</p>
19.	<p>Is your organisation able to meet the ongoing operating costs of your project? (e.g. wages, power) Yes Within our annual fee structure for members and fundraising activities that support club objectives</p>
	<p>For Annual Grant applications please attach a projected income and expenditure statement for the first year of operation, detailing operating costs, and user fees. The East Fremantle Lacrosse Club currently has a built-in user fee structure within member fees which meets all club operating cost presently and has done over many years (See fee structure) The member fee structure is reviewed annually</p>
	<p>Forward Planning applications are to provide income and expenditure statements for the first three years of operation, and include an assessment of the potential impact on the project of social trends, competition, the strategic plans of neighboring local authorities and other factors.</p> <p>Applicants are to consider the financial impact the development of the project will have on existing facilities within the identified catchment area. Applications to include details of a number of scenarios related to projected income and expenditure. This type of sensitivity analysis based on worst, average, and best-case performance should be used to inform proponents of the project development to the variables and consequent implications. A list of assumptions should be included with all analyses.</p> <p>Attach your audited income and expenditure statements for the last three years (LGAs exempted). See attached note. that under our constitution, we review and comment on all Financial Statements by a certified accountant (Flowealth WA, Mr. David Miller) and presented to the Annual general meeting</p>
20.	<p>Who will be responsible for any operational costs and how will it be funded (include evidence as required)? East Fremantle Lacrosse Club (INC and included in fee structure which is reviewed annually)</p>
21.	<p><u>WHERE A CLUB/ASSOCIATION IS THE APPLICANT</u></p> <p>Will a formal Asset Replacement Fund be created to ensure the ongoing maintenance of the facility? X <input type="checkbox"/> Yes This is provided with present arrangements with the Town of East Fremantle</p>
	<p>If yes, how have you determined the required annual contributions? If no, why not? YES. Annual contributions from within existing fee structures and planned fundraising events (eg Bunnings Sausage Sizzles, quiz nights etc.) and annual Town of East Fremantle budget allocations for ground maintenance are reviewed annually and included in Fees (Participation rates) paid to Town of East Fremantle.</p>
	<p>Where the facility is owned by an LGA, how will the funds be accounted for and what agreement exists with the council? The East Fremantle Lacrosse Club and its members have a positive recording funds management and acquittal as demonstrated in the club development program (2014) and financial management statement contained in the Clubs annual report and reviewed during Club board meetings. A project fund will be established and funds acquitted in line with Government policy and Standards</p>

WHERE A LGA IS THE APPLICANT

Will a formal Asset Replacement Fund be created to ensure the ongoing maintenance of the facility?

X Yes

Will the facility be listed in your Council's Asset Management Plan and has Council accepted the ongoing cost of maintaining the asset?

X Yes

Comments: The Town of East Fremantle maintains an asset register for Council own assets

PROJECT DELIVERY

22.	<p>Please indicate key milestones of your project. The key milestones need to be realistic and demonstrate that the project can be delivered in the timeframe. Please consider these milestones as they will determine the financial years in which any grant will be offered. Please be conservative with the time required to complete the design and approval phase of the project prior to going to tender.</p>
-----	--

Task	Date
Attainment of all required approvals	Support from the Town of East Fremantle (Council Meeting Note. Once approval is given the East Fremantle Lacrosse Club will apply for approval from the Swan River Trust Form 7 (previous approval granted in 2012 and 2015(now expired All items as listed below are indicative of this application for funding being approved
Preparation of tender/quotes for the major works contract	August 1 2021
Issuing of tender for major works	N/A Project will be managed by the East Fremantle Lacrosse Club as per Quotes attached
Signing of major works contract	N/A
Site works commence	To be advised once outcome of grant application is known
Construction of project starts	Dependant on Funding- To be advised
Project 50% complete	Within 60 days of commencement
Project Completed	Within 90 days of commencement or allocation of funds
Project hand over and acquittal	Within 120 days of commencement

23.	<p>Are there any operational constraints that would impact on the construction phase of your project? No , The East Fremantle has undertaken the project management for Poles 4 & 5 which have been installed previously within budget</p>
-----	---

	(Such as your sporting season or major annual event, i.e. if your sport is a winter sport, when will the project commence to ensure that inclement weather does not hinder progress) – provide details. Projects that are delayed due to undeclared known constraints are not eligible for a deferral. YES. Availability of some components and materials associated could be delayed and have been experienced during the recent times due Covid 19 impacts and build/construction industry demands however we believe we can overcome these with sound planning and management in consultation with our suppliers
24	How many constructions and/or ongoing jobs will your project create? (Only applicable if your project is over \$1 million) N/A

GST

Grant payments are payable to the applicant/grantee only. This may have taxation implications for grantees. If grantees wish specific advice relating to their grant, this can be obtained from the Australian Taxation Office (ATO). Please note depending upon the value of the project and/or grant, the ATO may require an organisation be registered for GST. If the applicant is registered for GST, the grant is grossed up with the GST amount.

PRIVACY STATEMENT AND STATEMENT OF DISCLOSURE

The Organisation acknowledges and agrees that this Application and information regarding it is subject to the *Freedom of Information Act 1992* and that the Grantor may publicly disclose information in relation to this Application, including its terms and the details of the Organisation.

Any information provided by you to DLGSC can be accessed by you during standard office hours and updated by writing to DLGSC or calling (08) 9492 9700. All information provided on this form and gathered throughout the assessment process will be stored on a database that will only be accessed by authorised departmental personnel and is subject to privacy restrictions.

DLGSC may wish to provide certain information to the media for promotional purposes. The information will only include the applicant's club name, sport, location, grant purpose and grant amount.

APPLICANT'S CERTIFICATION

I certify that the information supplied is to the best of my knowledge, true and correct.

Name: Peter Cann

Position Held: Volunteer Project manager

Signature: _____

Date: 5th August 2012

LODGEMENT OF YOUR APPLICATION

- Applications including all attachments are to be received electronically and officially submitted to csrff@dlgsc.wa.gov.au by the cut-off date. A hard copy can also be provided and should be clipped at the top left-hand corner, please do not bind.
- It is recommended that you **retain your completed application form**, including attachments for your own records and future audit purposes.
- All **attachments** and supporting documentation (see next section) should be **clearly named and identified** and submitted with the application form.
- **Applications must be submitted to your Local Government Authority** by the Local Government's advertised cut-off date to ensure inclusion at the relevant Council Meeting.

The following documentation **MUST** be included with your application. Applicants may wish to supply additional RELEVANT information.

X	Application form (including any attachments).
<input type="checkbox"/>	Incorporation Certificate.
<input type="checkbox"/>	Two written quotes. Quantity Surveyor costs will be accepted; however the responsibility lies with the applicant to ensure the validity of the information. DLGSC accepts no responsibility for cost variations to projects that were provided a grant based on submitted Quantity Surveyor costs.
X <input type="checkbox"/>	If your project involves the upgrade of an existing facility, include photograph/s of this facility.
<input type="checkbox"/> X	Locality map and site map , including where the proposed facility is located in relation to other sport and recreation lighting infrastructure.
<input type="checkbox"/>	Income and expenditure statements for the current and next financial years. (LGAs exempted).
<input type="checkbox"/>	Written confirmation of financial commitments from other sources including copies of council minutes . (If a club is contributing financially then evidence of their cash at hand must be provided).
<input type="checkbox"/> X	Itemised project cost for components and identified on the relevant quote for each (including cost escalation). Also construction signage costs if relevant. Refer to Quotes
<input type="checkbox"/> X	A lighting plan must be supplied showing lux, configuration and sufficient power supply
<input type="checkbox"/>	Formal Needs assessment* N/A
<input type="checkbox"/>	Management plan* N/A
<input type="checkbox"/>	Feasibility study*N/A
<input type="checkbox"/>	Life Cycle Cost Analysis*N/A

***Only essential for requests where the total project cost exceeds \$500,000**

Your application will be considered not eligible if:

- You have not discussed your project with the Department of Local Government, Sport and Cultural Industries and your State Sporting Association.
- You do not meet the eligibility criteria for the grant category to which you are applying.
- You have not included with your application all the relevant required supporting documentation. There is no onus on department staff to pursue missing documentation.
- Applicants/projects that have received a CSRFF or CNLP grant in the past and have not satisfactorily acquitted that grant. In some cases this may apply to localities where other significant projects have not been progressed or have not completed a previous project in accordance with the conditions of the grant provided. An assessment will be made and if no physical progress has occurred, new applications may not be recommended.
- It is not on the 2022/23 CNLP application form.
- The project for which the application is made is specifically excluded from receiving CNLP support.

DEVELOPMENT BONUS APPLICANTS ONLY

If you applied for a CNLP grant for more than one third of the cost of the project, please provide evidence of meeting at least one of the following criteria.

You MUST contact your local DLGSC office to determine eligibility before applying.

Category		Details
Geographical location	<input type="checkbox"/> Regional/Remote location <input type="checkbox"/> Growth Local Government	
Co-location	<input type="checkbox"/> New <input type="checkbox"/> Existing	
Sustainability initiative	<input type="checkbox"/> Energy reduction <input type="checkbox"/> Other	XXXXXX
Increased participation	<input type="checkbox"/> New participants <input type="checkbox"/> Existing participants – higher level <input type="checkbox"/> Special interest <input type="checkbox"/> Other	XXXXXXXX

PROJECT BUDGET

ESTIMATED EXPENDITURE

Please itemise the components of your project in the table below, indicating their cost and which quote or part of quote was used to estimate this. Quantity Surveyor costs will be accepted however the responsibility lies with the applicant to ensure the validity of the information. A contingency allowance is considered an acceptable component. *PLEASE ITEMISE BY COMPONENT (e.g. floodlighting, power upgrade, additional lights to make it 100 lux) rather than materials (electrician, poles, lights, finishings).*

Project Description (detailed breakdown of project to be supplied)	\$ Cost ex GST	\$ Cost inc GST	Quote Used (list company name and quote no)
Installation of 1 floodlighting pole	32512	3251	Delfs Electrical Quote (most competitive)
Sundries			
Donated materials (Cost breakdown must be attached)			
Volunteer Labour (Cost breakdown must be attached)			
Sub Total	32512	3251	
Cost escalation			<i>Please explain amount used See attached quote from Delfs Electrical</i>
a) Total project expenditure	32511	35763	

- At least **two written quotes** are required for each component.
- Please ensure that the power supply is sufficient and no upgrade will be required. If upgrade is required and not budgeted for, the grant will immediately be withdrawn. A **lighting plan** must be supplied showing lux and configuration.
- Projects that do not meet **Australian Standards** are ineligible for funding.

PROJECT FUNDING

Source of funding	\$Amount ex GST	\$ Amount inc GST		Funding confirmed Y / N	Comments to support claim (Please attach relevant support)
Local government	10837	1083	LGA cash and in-kind	Yes	
Applicant cash	10837	1084	Organisation's cash	Yes	Financial Statements
Volunteer labour			Cannot exceed applicant cash and LGA contribution – max \$50,000		
Donated materials			Cannot exceed applicant cash and LGA contribution		
Other State Government funding					
Federal Government funding					
Other funding –Club Night Lights Program	10837	1084	Loans, sponsorship etc		
CNLP request (No Development Bonus)	0		up to 1/3 project cost	N	
or CNLP request (Development Bonus)			Up to ½ project cost	N	
b) Total project funding	32511	3251	<i>This should equal project expenditure as listed on the previous page</i>		

REQUIRED: If the funding approved is less than funding requested for this project, or the project is more expensive than indicated, where would the extra funds be sourced from? Is this funding confirmed? If the project scope would be reduced, which components would be revisited?

Should funding be less than applied for the project would lapse under the Club Night Lights Program, The East Fremantle Lacrosse Club will provide any short fall in funds should the project (Pole 6) run over budget
 Funding for the Light Project (Pole 6) has been confirmed by East Fremantle Lacrosse Club Board of Management for year 21/22
 Note advice to both firms who supplied quotes for the supply and installation of Pole 6 was to include an amount \$1000 in contingency for unforeseen circumstances or cost escalation

GST

Grant payments are payable to the applicant/grantee only. This may have taxation implications for grantees. If grantees wish specific advice relating to their grant, this can be obtained from the Australian Taxation Office (ATO). Please note depending upon the value of the project and/or grant, the ATO may require an organisation be registered for GST. If the applicant is registered for GST, the grant is grossed up with the GST amount.

PROJECT ASSESSMENT SHEET

This page is for the use of the relevant Local Government Authority to be used for both community and LGA projects. Please **attach copies of council minutes** relevant to the project approval.

Name of Local Government Authority: Town of East Fremantle
Name of Applicant: Peter Cann - East Fremantle Lacrosse Club

Note: The applicant’s name cannot be changed once the application is lodged at DLGSC.

Section A

The CNLP principles have been considered and the following assessment is provided:
(Please include below your assessment of how the applicant has addressed the following criteria)

All applications

	Satisfactory	Unsatisfactory	Not relevant
Project justification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Planned approach	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Community input	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Management planning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Access and opportunity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Financial viability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Co-ordination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Potential to increase Physical activity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sustainability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section B

Priority ranking of no of applications received	of applications received
Is this project consistent with the	<input type="checkbox"/> Local Plan <input type="checkbox"/> Regional Plan
Have all planning and building approvals been given for this project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If no, what approvals are still outstanding?	

Project Rating (Please tick the most appropriate box to describe the project)

- A Well planned and needed by municipality
- B Well planned and needed by applicant
- C Needed by municipality, more planning required
- D Needed by applicant, more planning required
- E Idea has merit, more planning work needed
- F Not recommended

Please complete the questions attached. This assessment is an important part of the CNLP process and your answers to these questions assist the committee make their recommendations, even if you are the applicant. Please provide a summary of any attachments in your assessment, rather than referring to attachments or external documents such as Council Minutes.

See Attachments included in application

1. Please confirm your contribution to the project, whether it has been formally approved (including financial year for which it is approved) and any conditions on the funding. If no funding has been provided, why not?
2. A) *If a community group application:* Do you believe the project is financially viable, including the applicant's ability to provide upfront contributions, ongoing payments and contributions to an asset replacement fund. Does council commit to underwriting any shortfalls as the ultimate asset owner?

B) *If a council application:* Is Council fully aware of the ongoing cost of operating and maintaining this facility and does your organisation have the capacity to service it into the future? How are the user groups contributing to the ongoing cost of operating the facility?
3. Please provide any additional comments regarding this applications merit against the assessment criteria to support your project rating and ranking.

Signed**Position****Date**

Applications for CNLP funding must be submitted to the Department of Local Government, Sport and Cultural Industries by **4pm on 30 September 2021**. Late applications cannot be accepted in any circumstances.

DLGSC OFFICES**PERTH OFFICE**

246 Vincent Street
Leederville WA 6007
GPO Box 8349
Perth Business Centre WA 6849
Tel: (08) 6552 9700
CSRFF@dlgsc.wa.gov.au

MID-WEST

Level 1, 268-270
Foreshore Drive
PO Box 135
Geraldton WA 6531
Tel: (08) 9956 2100
midwest@dlgsc.wa.gov.au

PILBARA

Karratha Leisureplex
Dampier Hwy, Karratha
PO Box 941
Karratha WA 6714
Tel: (08) 9182 2100
pilbara@dlgsc.wa.gov.au

GASCOYNE

15 Stuart Street
PO Box 140
Carnarvon WA 6701
Tel: (08) 9941 0900
Gascoyne@dlgsc.wa.gov.au

KIMBERLEY – Broome

Unit 2B, 23 Coghlan Street
PO Box 1476
Broome WA 6725
Telephone (08) 9195 5749
Mobile 0438 916 185
kimberley@dlgsc.wa.gov.au

SOUTH WEST

80A Blair Street
PO Box 2662
Bunbury WA 6231
Tel: (08) 9792 6900
southwest@dlgsc.wa.gov.au

GOLDFIELDS

Suite 1, 349-353 Hannan Street
Kalgoorlie WA 6430
PO Box 1036
Kalgoorlie WA 6430
Tel: (08) 9022 5800
goldfields@dlgsc.wa.gov.au

KIMBERLEY – Kununurra

Kununurra Youth Hub
Rod Hodnett Drive
Kununurra WA 6743
PO Box 1476
Broome WA 6725
Telephone 08 9195 5750
kimberley@dlgsc.wa.gov.au

WHEATBELT - Northam

298 Fitzgerald Street
PO Box 55
Northam WA 6401
Tel: (08) 9690 2400
wheatbelt@dlgsc.wa.gov.au

GREAT SOUTHERN

22 Collie Street
Albany WA 6330
Tel: (08) 9892 0100
greatsouthern@dlgsc.wa.gov.au

PEEL

Suite 94
16 Dolphin Drive
PO Box 1445
Mandurah WA 6210
Tel: (08) 9550 3100
peel@dlgsc.wa.gov.au

WHEATBELT – Narrogin

50 Clayton Road
Narrogin WA 6312
PO Box 55
Northam WA 6401
Telephone 0429 881 369
wheatbelt@dlgsc.wa.gov.au



DRAFT INVOICE

East Fremantle Lacrosse Club Inc
 Preston Point Road
 EAST FREMANTLE
 WA 6158

Invoice Date
 20 August 2020

Delfs Electrical Contractors
 15 Stefanelli Close
 Wandí WA 6167

Due Date
 03 September
 2020

Invoice No
 Draft

ABN
 76 459 887 386

Supply and install field lighting tower to north east corner of reserve comprising of;

- 1 x 16m lighting tower installed with four 940 watt LED fittings
- Electrical supply and connection*
- Final commission

*Cabling from existing light pole at centre of field to new light pole location is sized for proposed future light poles.

Description	Amount
Tradesman-Labour	7,220.00
Floodlight 940watt	15,408.43
FREIGHT	500.00
16m Pole & Rag Bolt Assembly	3,312.00
1.2x1.2 Well Liner	336.00
Circular Unarmoured 4C+E XLPE/PVC Org Sheath 0.6/1kV	1,169.03
Circular Unarmoured 2C+E	195.52
Rigid Conduit Elect H/Duty	198.69
Coupling Plain-Plain 50mm PVC	16.85
Z51 EWP	600.00
5.5t Excavator ✕	1,000.00
Hiab	840.00
Bobcat ✕	1,000.00
U/G Warning Tape	58.50
P5 HDPE Plastic Pit c/w Concrete Lid (ELECTRICAL)	123.50
Flex Conduit Elect M/Duty	33.40
Sundries	500.00

Subtotal	32,511.92
Total GST	3,251.19

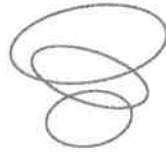
Total AUD 35,763.11

PAYMENT ADVICE

Delfs Electrical Contractors
15 Stefanelli Close
Wandi WA 6167

Customer
Invoice No
Amount Due
Due Date
Amount Enclosed

East Fremantle Lacrosse
Draft
35,763.11
03 September 2020



STRATFORD ELECTRICAL SERVICES

Tony & Frenchy Pty Ltd ATF Anthony & Emily Smirk family Trust
ABN: 97 865 602 425

Anthony Smirk - EC 11045

0417 904 879

stratfordelectrical@outlook.com

275 Preston Point Road

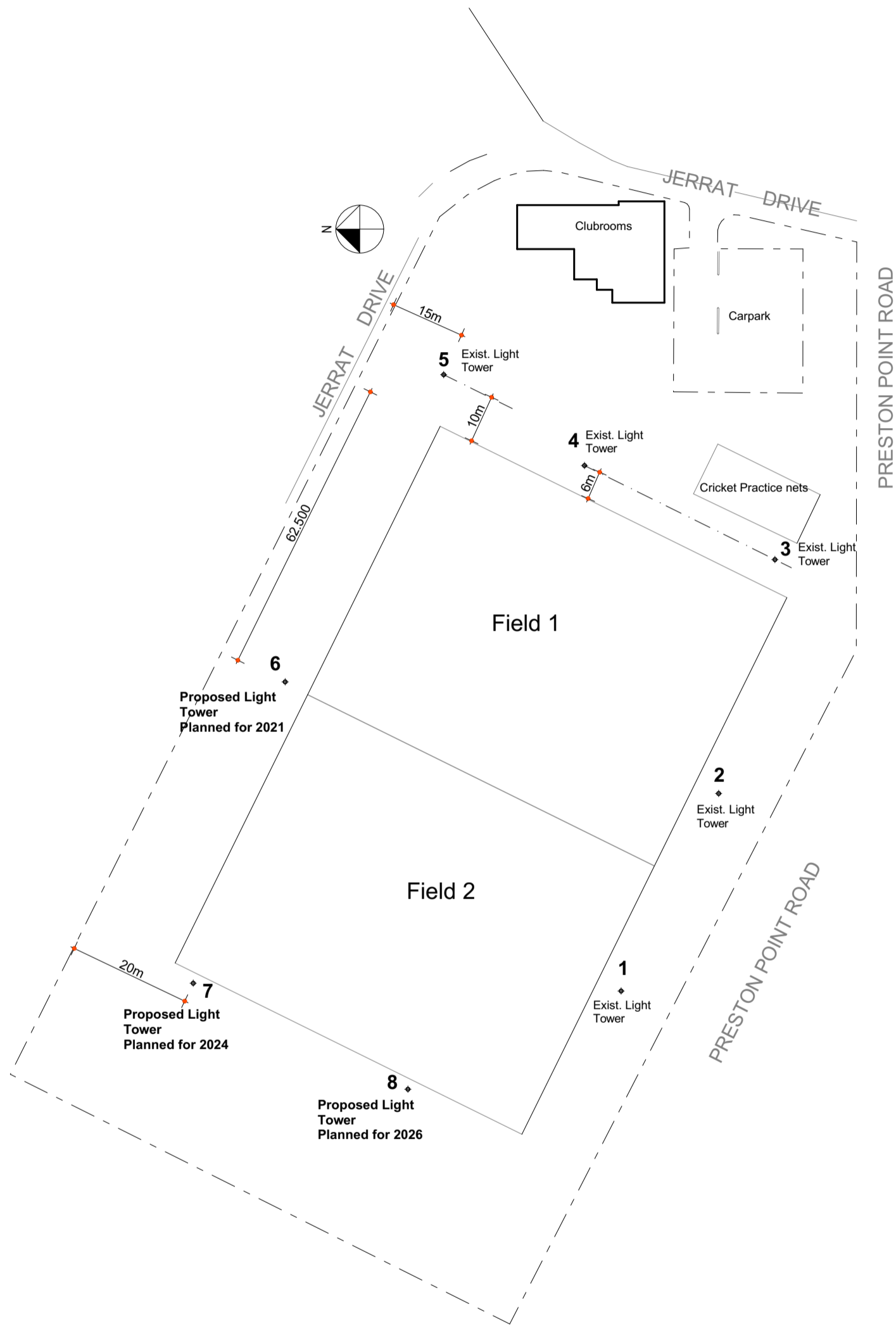
Bicton WA 6157

04/8/2021

Quote - Peter Cann c/o EFLC

Electrical services for below property:
Preston Point Reserve Jerrat Drive East Fremantle

Labour: Supply and install 16m lighting tower Install 4x 940w LED fittings Install electrical supply and final commission	\$8800.00
Materials: 4x 940w LED fittings 16m pole Rag bolts 4c+E orange circular cable 50mm HD conduit 1 electrical pit and lid	\$26,120.00
(GST)	\$3492.00
Total +GST	\$38,412.00



 New Light Towers
1:1000

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13.2 GOVERNANCE

13.2.1 Leeuwin Hall and Boat Shed and Camp Waller– Tenure Arrangements and Progress Report

File ref	R/RSC4
Prepared by	Peter Kocian, Executive Manager Corporate Services
Supervised by	Gary Tuffin, Chief Executive Officer
Meeting Date	17 August 2021
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	1. Licence Agreement – Scout Association of Australia 2. Licence Agreement – Hurricane Dragon Boat and Outrigger Canoe Club 3. Site Plan – Camp Waller – Proposed Works

Purpose

This report recommends that Council authorise the Chief Executive Officer and Mayor to affix the Common Seal to the two Licence Agreements as attached to this report and receive a progress update on the implementation of Council Resolution 010321.

Executive Summary

The Town undertook a public invitation for Expressions of Interest for the Leeuwin Hall and Boat Shed (Leeuwin), with Council formally considering the matter at its March 2021 Ordinary Meeting.

Council resolved to award the lease for the facility to the Hurricane Dragon Boat and Outrigger Canoe Club Inc, with staff to facilitate a transition plan for the Sea Scouts to relocate from Leeuwin to Camp Waller

This report provides a progress report on the following matters:

1. Short-term Licence Agreements for Leeuwin Hall and Boat Shed
2. Appointment of Local Government Insurance Services to undertake a liability assessment of Camp Waller
3. Approved works for Camp Waller
4. Proposed site works at Camp Waller submitted to DBCA for approval
5. Requested Busy Bee for Camp Waller
6. Funding Update - Recreational Boating Facilities Scheme and Lotterywest
7. Status of lease with Hurricanes for Leeuwin Hall and Boat Shed
8. Change in Scouts Leadership

Background

Council, at its Meeting of 16 March 2021, resolved as follows:

12.2.6 OFFICER RECOMMENDATION/COUNCIL RESOLUTION 010321

Moved Cr Nardi, seconded Cr Collinson

That Council, with respect to the property known as the Leeuwin Scout Hall and Boat Shed (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), resolve to:

1. *dispose of the property by way of long-term lease to the Hurricane Dragon Boat and Outrigger Canoe Club Inc, with an effective lease commencement date of 1 July 2021.*
2. *delegate authority to the Chief Executive Officer to negotiate the lease with the following key terms to apply:*
 - (i) 5 year term commencing from 1 July 2021*
 - (ii) Annual lease fee of \$2,000 (ex GST) plus CPI increase each year, payable by quarterly instalments in arrears*
 - (iii) Lessee responsible for all outgoings including the cost of building insurance, utilities, refuse collection, state government charges such as the emergency services levy*
 - (iv) Town to be responsible for structural maintenance.*
3. *authorise the Mayor and Chief Executive Officer to affix the Common Seal to the final lease document.*
4. *request the Chief Executive Officer write to all respondents to the Expression of Interest explaining the reason for Council's decision.*
5. *consider an allocation in the 2021/22 Budget for building repairs and maintenance of Camp Waller to provide a building that is fit for purpose.*

(CARRIED UNANIMOUSLY)

Consultation

Gary Tuffin, Chief Executive Officer

Sherry Donaldson, Chief Executive Officer, Scouts WA

Ian Proudfoot, Senior Risk Consultant, Local Government Insurance Services

Lloyd Owens, Assistant Leader, Fremantle Sea Scout Group

Marco Celenza, President, Hurricane Paddling

Statutory Environment

Section 3.58 of the *Local Government Act 1995* outlines the requirements with regards to the disposal of property.

Regulation 30 of the *Local Government (Functions and General) Regulations 1996* details the requirements for an exempt disposal for the purposes of section 3.58. As the land is used for recreational and sporting purposes, and the members are not permitted to receive any pecuniary profit from the body's transactions, the disposal is considered to be exempt from the requirements of section 3.58 of the *Local Government Act 1995*. The Town is therefore not required to advertise the disposal, nor determine a market value for the transaction.

Section 9.49A of the *Local Government Act 1995* deals with the execution requirements for local government documents.

Policy Implications

There are no Council Policies directly relevant to this matter.

Financial Implications

The Town allocated \$10k in its 20/21 Budget for maintenance/refurbishment of Camp Waller. A further \$60k has been allocated in the 21/22 Budget to complete priority works.

Strategic Implications

Strategic Priority 1 "Social" in the Town's Strategic Community Plan 2020-30 includes the following relevant objectives:

1.1 Facilitate appropriate local services for the health and wellbeing of the community.

1.2 Inviting open spaces, meeting places and recreational facilities.

Site Inspection

Local Government Insurance Services has undertaken a physical site inspection of Camp Waller.

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 Camp Waller is not suitable as an all-aged facility to provide for Scouts members.	Possible (3)	Major (4)	High (10-16)	PROPERTY Significant damage requiring internal & external resources to rectify	Treat through a comprehensive site assessment and consider partnering with Scouts WA to upgrade facilities

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	12
Does this item need to be added to the Town's Risk Register	No
Is a Risk Treatment Plan Required	No

Comment

1. Short-term Licence Agreements for Leeuwin Hall and Boat Shed

Licence Agreements have been prepared for both users of the Leeuwin Hall and Boat Shed for a 3-month term with a further 3-month option, with the initial term expiring on 31 October 2021.

In order to facilitate the Agreements, the Town offered a peppercorn rental and will cover the costs of all outgoings during the Licence period.

The Scouts use of the facility has been reduced as the Joey section is not operating at present and the Venturers meet at Camp Waller. Saturday sailing also does not occur in Terms 2 and 3 and will resume in Term 4.

The only days of overlap and shared use of the facility between the two groups will be Thursday evenings and potentially a small window on the Saturday.

2. Appointment of Local Government Insurance Services to undertake a liability assessment of Camp Waller

The Town has engaged its insurer, Local Government Insurance Services (LGIS), to undertake a liability assessment of the property known as Camp Waller. The assessment will include a review of the following elements:

- Access to the property from Jerrat Drive as well as the river foreshore
- The condition of the building
- The proximity of landside activities to the water and sea wall
- The condition of the marine assets including the Jetty (Scouts WA hold the seabed lease and the Jetty is being used by the broader public)

The Scouts Volunteers have raised the following as potential risks for the younger age groups, and these perceived risks will be assessed by LGIS:

Issue Raised	Town Comment
No safe access to the water – sea wall	Scouts WA have requested the Town to erect a fence along the river wall. The Town supports this and has submitted a work plan to DBCA. There appears to be suitable entry points to the water East of the Sea Wall. In addition, the Sea Scout’s jetty may also provide access when in an appropriate condition for use.
No safe area for activities (2-meter fall into the water)	There is a reasonable grassed area immediately to the West of the main facility at Camp Waller. There is potential to further improve the useability of the area with further minor earth and retaining works.
No safe area for paddling and swimming	Whilst it is acknowledged that some minor work (clearing & pruning) may be required, there appears to be an old beach entry point east of the main building that has in the past been used for this purpose.
Unsuitable and unsafe disabled access – steep driveway and poor paths	Currently neither Leeuwin nor Camp Waller meets the universal access requirements. The Town does have a Disability Access and Inclusion Plan and is working through a coordinated approach to upgrade all facilities. The Town acknowledges that the pathways need to be upgraded and these will be assessed; however, the gradient of the driveway cannot be improved as the site is constrained.

Not safe for small dinghy sailings – deep water, rocks, moorings and other hazards, variable winds	The position of the facility and potential launching sites are considered more protected than the Leeuwin site, being located further down the river behind the main peninsula. In addition, unlike the Leeuwin site there are no Yacht (SYC) and Marine facilities (Aquarama) directly either side, increasing visibility and significantly reducing vessel traffic movements, and the likelihood of interferences by other larger boats.
--	--

The draft LGIS report is due to be received in September, and the Town will assess the resource implications of implementing recommendations.

3. Approved works for Camp Waller

The Town has been working with the Chief Executive Officer of Scouts WA to determine an immediate scope of works to improve the amenity and function of Camp Waller. The following works have been approved, and will be arranged by the Scouts, with the Town to reimburse costs on completion:

- Removal of the plywood partition wall between the 2 storage sheds which will increase storage capacity
- Replacement of gutters and removal of damaged water tank
- Removal of wire mesh attached to the back of the building and installation of security mesh to windows to prevent breakage
- Removal of debris and material from the site

4. Proposed site works at Camp Waller to be submitted to DBCA for approval

The Town has submitted a Form 7 works application to the Department of Biodiversity, Conservation and Attractions (DBCA) to complete the works in the drawing presented as attachment 3, including:

- decommission existing stairwell
- install a 1.2m fence to prevent access to decommissioned stairwell
- install a 1.2m fence along the sea wall immediately in front of the building
- remove vegetation behind the building to improve drainage levels
- install a concrete footpath on the eastern site of the building as the new access point
- remove large palm tree and other vegetation to open up the access to the beach/river

Town staff met with representatives from DBCA on-site to discuss the proposed works, and approval with conditions such as vegetation offsets is anticipated within 4-6 weeks.

Outside of the works above, it appears that the last remaining hindrance to a successful relocation is to find a suitable outdoor storage area for three trailers with boats, to enable the group to rotate yachts and sea boats from moorings to hard standing as required throughout the year. This compound would only need to be accessed three times a year. It is recommended that Council consider extending the secure vehicle compound behind the Tricolore Hall to provide a dedicated space for the Scouts to use.

5. Requested Busy Bee for Camp Waller

The Scouts lease for Camp Waller includes the requirement for the premises to be kept in a clean, tidy and unobstructed condition. The Lessee is also required to regularly inspect and

maintain in good condition any part of the Premises which surrounds any buildings, including but not limited to flora, gardens, lawns, shrubs, hedges and trees.

Recent inspections of the leased premises indicate that the property hasn't been maintained to the required standard, and the storage areas are in particular cluttered with equipment including a workshop area for outboard motors and the like.

The Chief Executive Officer of Scouts WA recently met with a number of sea scout volunteers to discuss the following works:

- Group to hold a working bee before the end of August to have a major clear out of all equipment that is no longer used or needed (The Town has offered to cover the cost of a skip bin to assist)
- Group to consider storing retained equipment in the Hall at Camp Waller to enable effective planning of the workshop and store layout. Once the area is clear, a plan is to be drawn up enabling the most effective use of available areas for boats, kayaks and equipment storage
- Once storage plans are agreed, works to commence including removing parts of mezzanine floors, installing shelving and racking to facilitate effective storage options
- Doors to be replaced to workshop using new frames and cladding on site

6. Funding Update - Recreational Boating Facilities Scheme and Lotterywest

The Town contacted the Department of Transport and queried whether the upgrade to the marine assets (Jetty and Boat Ramp) would be eligible for funding under the Recreation Boating Facilities Scheme. Unfortunately, the project is not eligible as the facilities are deemed to be associated with a private club.

The Scouts have obtained a cost estimate of \$200,000 to remove and replace the existing jetty structure with floating pontoons and an access gateway (\$125,000) and to install a boat access pontoon and ramp (\$75,000).

In addition to the scope of works submitted to the DBCA for approval, the Scouts have identified the following as priority works, with funding to be sought from Lotterywest:

- Refurbish the toilets
- Improve security in terms of keys and lockboxes
- Refurbish the jetty and boat ramps (Scouts are arranging a meeting with a contractor to obtain a quotation for a new floating pontoon approximately 12m x 2.5m with a walkway from the sea wall – the walkway is to be of sufficient width to enable dinghies to be wheeled down and launched directly from the jetty. Quotes will be obtained for the removal of the existing jetty, once permission and funding for replacement are confirmed)
- Provide a new veranda with lighting outside the existing toilets to enable younger children to use at night and when raining
- Installation of mesh cage under front veranda to provide additional secure storage

7. Status of lease with Hurricanes for Leeuwin Hall and Boat Shed

The Hurricanes have requested that the Town commence preparation of the lease agreement for the Leeuwin Hall and Boat Shed in accordance with Councils resolution from March 2021.

Whilst they have agreed to sign the short-term Licence Agreement, they have indicated that ideally, they would like for a lease to be in place by the 1 November 2021. A new lease will:

- facilitate the preparation and implementation of a building upgrade plan
- facilitate an Expression of Interest under the Powering Communities Program to assess the installation of solar panels including battery storage
- support the growth in the club's membership base and proposed partnerships with other organisations/agencies

8. Change in Scouts Leadership

The Chief Executive Officer, Ms Sherry Donaldson, of Scouts WA has announced that she will be retiring in February 2022. Ms Donaldson has demonstrated a strong commitment to partner with the Town to facilitate the transition of the sea scouts from the Leeuwin facility to Camp Waller. This window of six months presents a firm timeline to finalise the transition.

13.2.1 OFFICER RECOMMENDATION

That Council:

1. pursuant to section 9.49A of the *Local Government Act 1995*, authorise the Mayor and Chief Executive Officer to affix the Common Seal to the Licence Agreements as presented, listed below:
 - Licence Agreement: The Scout Association of Australia, Western Australian Branch
 - Licence Agreement: Hurricane Dragon Boat and Outrigger Canoe Club
2. receive the progress update, as contained within this report, on matters relating to the Leeuwin Hall and Boat Shed and Camp Waller.
3. endorse the proposed scope of works for Camp Waller, as detailed in the attached drawing, and as summarised below, provided that works can be funded within the existing budget allocation of \$60k:
 - Decommission existing stairwell
 - Install a 1.2m fence to prevent access to decommissioned stairwell
 - Install a 1.2m fence along the sea wall immediately in front of the building
 - Remove vegetation behind the building to improve drainage levels
 - Install a concrete footpath on the eastern site of the building as the new access point
 - Remove large palm tree and other vegetation to open up the access to the beach/river
4. endorse extending the secure vehicle storage compound behind the Tricolore Hall, subject to a proper assessment of requirements and budget, to provide a dedicated space for the Scouts to store trailers with boats, to be accessed infrequently during the year.

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 5** 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 6** 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 7** 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 (at its absolute discretion) grant to the Licensee a further licence of the Licensed Area for a Further Term specified in **Item 4** 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;

Boat Shed means the boat shed situated within the Licensed Area;

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 6** 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 8** of the Schedule;

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

Scout Hall means the hall known as Leeuwin Scout Hall situated within the Licensed Area;

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

Three (3) months commencing on 1 August 2021 and expiring on 31 October 2021

Item 4 Further Term

Three (3) months commencing on 1 November 2021 and expiring on 31 January 2022

Item 5 Permitted Hours of Use

Thursday 17:00 – 20:00 Hall, shed access Cubs

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 of Use above as the Licensor 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 of Use above, they will be required to submit a casual hire form at least 2 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.

Any additional hours of use that are approved will not be charged.

Item 6 Licence Fee

Licence Fee: \$1 payable on demand

The Licence Fee is inclusive of all outgoings and utilities

Item 7 Licence Fee Review

Not applicable

Item 8 Permitted Use

Scout Hall and Boat Shed

Item 9 Additional terms, covenants and conditions

1. No outside storage without Licensor's approval

The Licensee shall not use any portion of the Licensed Area outside of the Boat Shed or Scout Hall for the purposes of storage without first obtaining the written consent of the Licensor.

Signing page

EXECUTED by the parties as a Deed on the

day of

2021

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:-



[Handwritten signature]

OFFICE HOLDER SIGN

Office held CEO

Full Name Sherry Donaldson

Address: 133 Scarborough Beach Rd,
Mount Hawthorn, WA 6016

[Handwritten signature]

OFFICE HOLDER SIGN

Office Held Board Chair

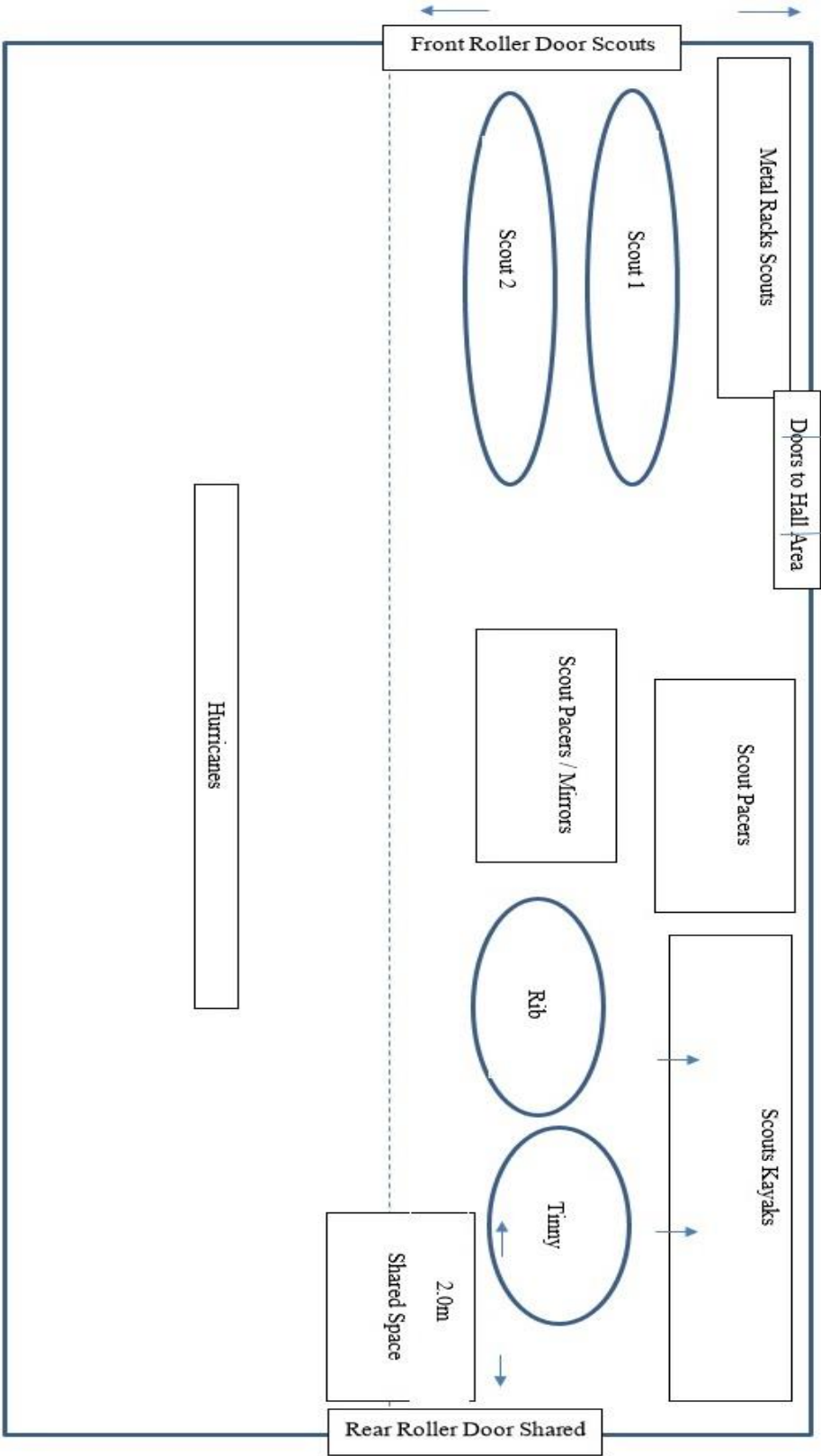
Full Name Greg Higham

Address: 133 Scarborough Beach Rd,
Mount Hawthorn, WA 6016

Annexure A – Plan of Licensed Area



Annexure B – Boat Shed Plan



Annexure C – Minister for Land’s approval



Department of Planning,
Lands and Heritage

LAND USE MANAGEMENT

Your ref:
Our ref: 02766-1967 Case No. 2101721
Enquiries: Lily Sutomo
Tel: (08) 6552 4616 Fax 6118 8116
Email: lily.sutomo@dph.wa.gov.au

26 July 2021

David Nicholson
McLeods Barristers & Solicitors
220 Stirling Highway
CLAREMONT WA 6010

By email only: dnicholson@mcleods.com.au

Dear David,

MINISTERIAL CONSENT UNDER SECTION 18 OF THE LAA – LICENCE OVER PTN CLASS “A” RESERVE 28785 BEING PTN LOT 8192 ON DEPOSITED PLAN 172085 BETWEEN TOWN OF EAST FREMANTLE (LICENSOR) AND THE SCOUT ASSOCIATION OF AUSTRALIA, WESTERN AUSTRALIAN BRANCH (INCORPORATED) (LICENSEE)

Thank you for your email dated 19 July 2021 regarding permission to enter into a licence over portion of Class “A” Reserve 28785 being portion of Lot 8192 on Deposited Plan 172085 between the above parties for the permitted use of Scout Hall and Boat Shed for a term of three months commencing 1 August 2021 with an option for a further term of three months. Class A Reserve 28785 is set aside for the purpose of “Public Recreation” with a Management Order to the Town of East Fremantle with power to lease up to 21 years, subject to the consent of the Minister for Lands.

In accordance with section 18 of the *Land Administration Act 1997* (LAA) the Minister’s approval is granted to the proposed draft licence provided to the Department of Planning, Lands and Heritage (DPLH) by email on 19 July 2021 on condition that the final licence 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 of the LAA.

Please note that this approval is for the purposes of section 18 of the 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 document and recommends that each party obtain their own independent advice as to their rights and obligations under the document.

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

Yours sincerely

Lily Sutomo
Senior State Land Officer
Lodgement - LUM

Gordon Stephenson House, 140 William Street Perth Western Australia 6000 Locked Bag 2506 Perth Western Australia 6001
Telephone (08) 6551 8002 Facsimile (08) 6118 8116 Freecall: 1800 735 784 (Country only)
Email: info@dph.wa.gov.au Website: www.dph.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 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 5** 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 6** 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 7** 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 (at its absolute discretion) grant to the Licensee a further licence of the Licensed Area for a Further Term specified in **Item 4** 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;

Boat Shed means the boat shed situated within the Licensed Area;

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 6** 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 8** 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);

Scout Hall means the hall known as Leeuwin Scout Hall situated within the Licensed Area;

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** (comprising the Boat Shed, Scout Hall and Toilets), but excluding 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

Three (3) months commencing on 1 August 2021 and expiring on 31 October 2021

Item 4 Further Term

Three (3) months commencing on 1 November 2021 and expiring on 31 January 2022

Item 5 Permitted Hours of Use

Monday	15:00– 18:30	Boat Shed, Scout Hall and Toilets
Tuesday	15:00 – 21:00	Boat Shed, Scout Hall and Toilets
Wednesday	15:00 - 20:00	Boat Shed, Scout Hall and Toilets
Thursday	15:30 – 19:30	Boat Shed*
Friday	15:00 – 19:00	Boat Shed, Scout Hall and Toilets
Saturday	07:30 – 10:00	Boat Shed*
Sunday	07:30 – 10:30	Boat Shed, Scout Hall and Toilets

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 of Use above as the Licensor 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 of Use above, they will be required to submit a casual hire form at least 2 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.

Any additional hours of use that are approved will not be charged.

The Licensee may access the Boat Shed for up to an additional 3 hours per day for occasional use, on the proviso that the Licensee's activities do not adversely impact the use of the Shed by the Scouts during their prescribed times.

* On Thursdays and Saturdays the Licensee may access and use the Toilets with the consent from the on-site Scout Leader.

Item 6 Licence Fee

Licence Fee: \$1 payable on demand

The Licence Fee is inclusive of all outgoings and utilities

Item 7 Licence Fee Review

Not applicable

Item 8 Permitted Use

Boat Shed

Item 9 Additional terms, covenants and conditions

1. No outside storage without Licensor's approval

The Licensee shall not use any portion of the Licensed Area outside of the Boat Shed or Scout Hall for the purposes of storage without first obtaining the written consent of the Licensor.

2. Car park

Temporary permission is granted for the licensee's trailer to remain within the car park.

3. 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 any permanent structures to be placed between the building and the path/river.

4. Parkside Area

Whilst the Parkside area on the parkside of the hall as depicted in the plan 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.

Signing page

EXECUTED by the parties as a Deed on the

day of

2021

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:

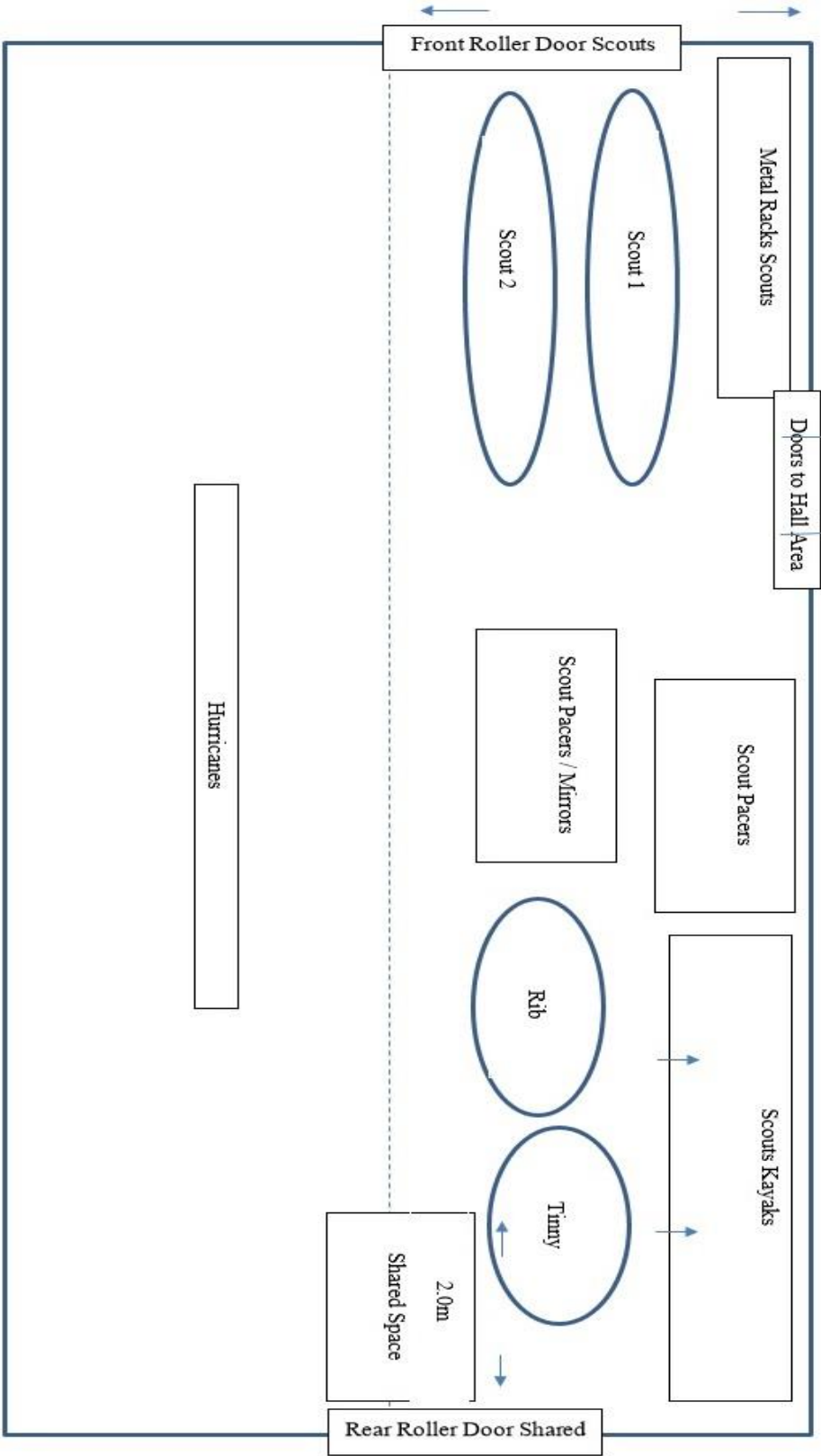
Annexure A – Plan of Licensed Area

Riverside Area

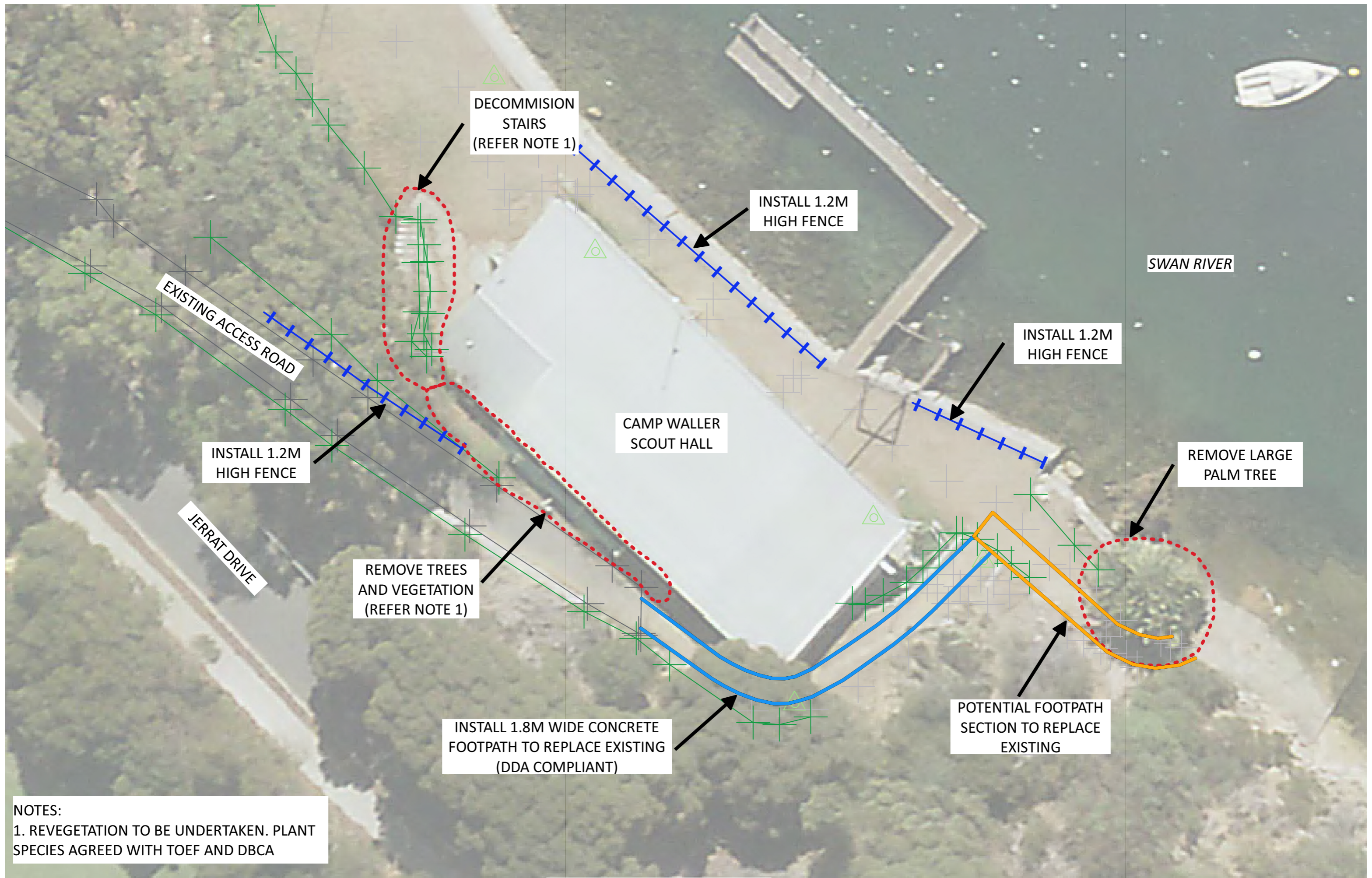


Parkside Area

Annexure B – Boat Shed Plan



Annexure C – Minister for Land’s approval



NOTES:
 1. REVEGETATION TO BE UNDERTAKEN. PLANT SPECIES AGREED WITH TOEF AND DBCA



CAMP WALLER SCOUT HALL
 PROPOSED PATH MODIFICATIONS
 204

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