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Policy number	053
Policy title	Meetings of Electors
Strategic outcomes supported	CL02 – A community that is authentically engaged and informed in a timely manner. CL10 – Legislative responsibilities are resourced and managed appropriately, diligently and equitably. S02 – An informed and knowledgeable community.

POLICY OBJECTIVE:

To outline the preferred format and processes for Annual General Meetings of Electors and Special Meetings of Electors.

POLICY SCOPE:

This policy applies to Town of Victoria Park staff, elected members and community members in attendance at Annual General Meetings of Electors and Special Meetings of Electors.

DEFINITIONS:

Elector refers to a person who is eligible to be enrolled to vote at elections for the district.

Annual Meeting of Electors refers to the meeting required to be held once every financial year for the purpose of discussing the annual report and any other general business.

Special Meeting of Electors refers to a meeting held at the request of electors or council members to discuss specific matters.

POLICY STATEMENT:

1. Whilst it is acknowledged that Electors' meetings are dealt with in Part 5, Division 2, Subdivision 4 of the *Local Government Act 1995* and Part 3 of the Local Government (Administration) Regulations 1996, there is a need to set the preferences in regards to the format and processes that apply to electors' meetings to ensure consistency and to provide an understanding of roles for all of those involved.

Notice and timing of meetings

2. The convening of electors' meetings is dealt with under section 5.29 of the *Local Government Act 1995*.

Format of meetings

3. The order of proceedings for an Annual General Meeting of Electors is to be:
   a) declaration of opening
   b) update on decisions from previous Annual General Meeting of Electors
   c) presentation of Annual Report and Audited Financial Statements
   d) general business

4. The order of proceedings for a Special Meeting of Electors is to be:

a) declaration of opening
b) presentations on the matters specified in the request for a Special Meeting of Electors
c) general business

5. The proceedings referred to in points 3 and 4 can be altered by the presiding person.

Role of person presiding

6. The role of the presiding person is to run the meeting in accordance with the order of proceedings.

7. The person presiding is entitled to move, second, speak to and vote on motions in their capacity as an elector.

Role of elected members

8. Elected members may attend electors' meetings and are able to move, second, speak to and vote on motions in their capacity as an elector.

Role of Town of Victoria Park employees

9. Appropriate senior officers may attend electors' meetings to provide information, as required.

Role of electors

10. Electors are required to sign the attendance register to provide their name and address to confirm whether they are electors of the Town before participating in the meeting.

11. Electors' meetings are open to all members of the public however, only electors may move, second, speak to and vote on motions.

12. At an Annual Meeting of Electors, electors may raise any motion that is related to the responsibilities and functions of local government.

13. At a Special Meeting of Electors, electors may raise motions that are related to the purpose for which the meeting was called for.

14. Each elector present at a meeting of electors is entitled to one vote on each matter to be decided, but is not required to vote.

Consideration of decisions made at electors' meetings

15. Decisions made at electors' meetings will be considered by Council at the next Ordinary Council Meeting, or as soon as reasonably practicable.

16. An update on the decisions made at the Annual Meetings of Electors will provided at the following years' Annual Meeting of Electors.

Recording of meetings

17. Meetings of electors that are held in the Council Chambers are to be recorded and live-streamed in accordance with Policy 052 - Audio and video recording and live streaming of Council meetings, Agenda Briefing forums, committees and electors meetings.

18. No other audio or visual recording may be undertaken without the permission of the presiding person.

19. The minutes of an electors' meeting will record a summary of the meeting and the decisions made. It will not be recorded verbatim.

RELATED DOCUMENTS:

Part 5, Division 2, Subdivision 4 of the *Local Government Act 1995*

Part 3 of the Local Government (Administration) Regulations 1996

Meeting Procedures Local Law 2019

Policy 052 - Audio and video recording and live streaming of Council meetings, Agenda Briefing forums, committees and electors meetings

Architecture
Interior Design
Landscape Architecture
Planning
Urban Design

Australia
China
Hong Kong
Singapore
United Kingdom
United States of America

EDWARD MILLEN PARK MASTER PLAN

Draft Report Rev 2



Prepared for Town of Victoria Park
2nd October 2019

HASSELL



Executive summary

The Edward Millen Master Plan establishes a vision for the parkland surrounding one of the grandest architectural structures in the Town of Victoria Park.

The Edward Millen reserve is located to the east of the Town of Victoria Park and is a large, tranquil park adjacent to the activity centre located on Albany Highway and Hill View Terrace. It is an expansive, green space that has the potential to serve the recreation needs of an expanding community. The reserve includes the historic hospital building and other heritage structures. It has significant aesthetic, social and historic significance. It continues to maintain a prominent location being well set back from Albany Highway within expansive, well vegetated grounds. Currently, the park is used predominately for dog walking, child play and contemplation.

The Town of Victoria Park has commissioned HASSELL to undertake an extensive process to establish a master plan for the park, excluding the heritage structure.

History
Established in 1911 as a maternity hospital, the Edward Millen Rotunda building was a prominent feature on the landscape. Over many years it has been used to address the health needs of different communities up until 1998 when it stood vacant. In 2006 the building was gifted to the Town of Victoria Park for “community, recreational or civic purposes”.



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Master Plan

LEGEND

1. Heritage avenue retained and re-surfaced with kerb upstands removed. Avenue reinforced with supplementary tree planting
2. Rotunda building entry space re-paved with high quality natural stone
3. Activated Rotunda space including alfresco seating/tables and lawn with seating positioned underneath the large tree
4. Future development zone
5. New paved axis connecting the Mildred Creek and Rotunda buildings to the edge streets
6. Generously proportioned landscaped terracing, edged with seat height walls
7. Circulation path graded to ensure universal access
8. Family shelters and BBQ nodes surrounded by planting
9. Park edge eco-zone planting including water-wise native species
10. New car park (approx. 49 spaces)
11. Cafe and 'changing places' toilet and change room facility
12. Cafe alfresco space
13. Feature seating node under landmark tree
14. Central focal point including space for performance, as well shade/rain shelter structure
15. New Trees
16. Nature play zone utilising bespoke play elements within expanses of native planting and tracks. Play features to include tree houses, cubbies, exercise and balancing elements, rope play, swings and benches. This area has a particular opportunity to integrate unique art pieces to double up as play
17. Expansive lawn spaces for ball play and dog walking
18. New entry point
19. Wayfinding node
20. Bicycle racks
21. Passive receation area with picnic tables to serve as break-out space from heritage buildings
22. Proposed trees to create ecological connection to Hillview Terrace bushland





Edward Millen Park Master Plan

Design plan

Design Concept “a loop through the trees; connecting heritage, landscape and activities”

Reason for the project
The use of the Edward Millen structure is guided by the conditions of the gifting in 2006. It applies requirements that restrict the commercial use of the site. After many consultations with the community, the Town has identified the need to amend the conditions to attract suitable investment to the site to meet the community’s activation desires for the location. Amending the conditions associated with land use and activities at the site is a relatively complex process. Importantly, the Town needs to liaise with a number of government agencies to establish a new vision. A master plan report will effectively capture the detail required.

The Edward Millen Reserve Master Plan relates to the parkland around the heritage structure. It is an important initiative to demonstrate how the landscape and the building interact providing for an integrated and holistic approach.

Engagement
Throughout the process the Town of Victoria Park had a focus on engagement with the community to uncover their needs and wants for the Edward Millen park. The engagement included:
- Public Life study – On site for 2 hours every day for a week
- Pop-Up Event - A Saturday morning session at the park
- Town of Victoria Park Your Say Web Survey - The council undertook a web survey
- Consultation Group - The project team engaged over three dedicated evening sessions with a self nominated community reference group

Design refinement
Before putting pen to paper, HASSELL immersed themselves into the life of the park to understand how the community uses the space. HASSELL also spent time listening to the community and responding to community comment throughout the workshop design process.

Implementation
Edward Millen is a large parkland area that will potentially require a staged approach to implementation. This report provides comment on a three phase approach to delivery of the vision for the area.

Opinion of probable cost
To assist the Town with establishing budgets for the future, an opinion of probable costs has been formulated.

Vision
The final design is based on the concept “a loop through the trees; connecting heritage landscape and activities”. It is a sophisticated response to the place, enhances access and respects the site’s heritage. The nature play areas and additional trees and vegetation support enhanced environmental outcomes. Importantly the design provides for a greater number of activities and features including paths, nature play, seating and BBQ areas to the north and west. A large amphitheatre and performance space is positioned centrally within the park. A cafe / toilet block and car parking is located close to the Mildred Creak Building and Hill View Terrace.

The Edward Millen Reserve Master Plan responds to the community’s desires for the park and illustrates a clear vision for the future.

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Front cover image: Edward Millen Park Visualisation, by HASSELL

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01	16th August 2019	Anthony Brookfield	For review
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01 Introduction and background

The Edward Millen Reserve has aesthetic, social and heritage significance. The parklands are a much-loved space for contemplation and dog walking. Making it an integral part of many people's daily routine. The Rotunda has prominence being set back from Albany Highway and surrounded by the established trees.

Edward Millen has been part of Victoria Park's history since the Rotunda was built in 1911. The building and its surrounds have a rich and colourful history providing a diversity of health services for the community.

In February 2006, the site was gifted to the Town of Victoria Park by the State Government for the purpose of "community, recreational or civic use". Such a spectacular structure and expansive parklands have been the subject of many development considerations. The Town has been proactive in undertaking visioning exercises with the public and business case investigations to best determine the most commercially viable option for adaptive re-use and the much needed heritage restoration.

A consistent theme expressed by the Town's residents is the desire for the structure to provide land uses that support a vibrant, and local place of activity. Many see the heritage building as an opportunity for cafés and restaurants. External to the heritage building there might be an open air cinema, alfresco dinning or other appropriate commercial activities.

After much deliberation and community input, the Town has identified a need to amend the conditions of tenure relating to the transfer of land (from the original gifting of the site) that limit the use of the Edward Millen Site to more amenable conditions. This will allow the Town of Victoria Park to create a vibrant and commercially viable community asset. Any change to tenure conditions needs to be justified and is a relatively complex process to undertake. By amending conditions, the Town could progress through a redevelopment process and seek potential commercial partners to operate within and maintain the Edward Millen buildings.

To complement any proposed activation of the heritage building and provide for a holistic approach to the site, there is an opportunity to reflect on the parkland around the building. A master plan for the park will create a precinct-wide vision.

The Town of Victoria Park has commissioned HASSELL to prepare a landscape master plan, which will be a key strategic document to guide the short and long term revitalisation of the Edward Millen Reserve. The intent is to enhance the utilisation of this community asset ensuring it remains a key feature of Victoria Park for many years to come.

While the master plan will consider how the landscape will respond to opportunities associated with the heritage structure, the main focus of the master plan is to develop a concept for the parkland.

Edward Millen Reserve is a much loved place for the town with recreation, environmental and amenity value. Importantly, as part of the design process, the Town required a deep and meaningful engagement with the community to inform the final design outcome. HASSELL undertook on site engagement and facilitated interactive design workshops to uncover the needs of the local community.

This master plan report provides an overview of the engagement, identified strategies, design refinement and final design. It also provides information relating to costs, with an Opinion of Probable Cost to complement the master plan. It provides sufficient information for the Town to work closely with approval agencies and industries to communicate the development vision.

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Edward Millen Brief History

1912 - Rotunda Maternity Hospital was built
1919 - Due to the Spanish Influenza Epidemic the State Government took over the running of the hospital
1920 - Compulsory purchased for the Repatriation Department, and used as a sanatorium for ex-service personnel who had contracted tuberculosis
1936 - Additions to building
1942 - Property handed over to the Perth Hospital Authorities
1943 - Tuberculosis patients were brought back to the Edward Millen
1949 - Repatriation Commission took control and it continued as a sanatorium for TB patients
1960 - Hospital was utilised for special cases of patients that did not require the nursing or medical attention of a general hospital
1968 - “D” Ward was added for the use of psychiatric patients
1971 - Housed the physiotherapy and occupational therapy departments
1984 - Opened as a division of the Mental Health Services, Child and Adolescent Psychiatry Divisions
1998 - Stood unoccupied
1999 - Edward Millen Rotunda Hospital, fumatory building and former ward block were entered into the heritage register as place No. 02176
2006 - Building gifted to the Town of Victoria Park with conditions

02 Community engagement

The project team have undertaken a focussed and in depth community consultation. It is important that the design takes into consideration community views. The community consultation has included the following;

Public Life study - Throughout a seven day period, the design team visited the park on two occasions to observe how the park is used and talk to park users.

Pop-Up Event - A Saturday morning session at the park canvassed the community views and expectations for the park.

Town of Victoria Park Your Say Web Survey - The council undertook a web survey to draw out community views on the existing condition of the park and what would make it better.

Consultation Group - The project team engaged over three dedicated evening sessions with a community focus group. These interactive sessions discussed the park's existing issues and the creation of a new vision and design through optioneering and detailed discussion of a final proposal.







Outcomes

The details of the feedback and commentary is included in the three engagement reports.

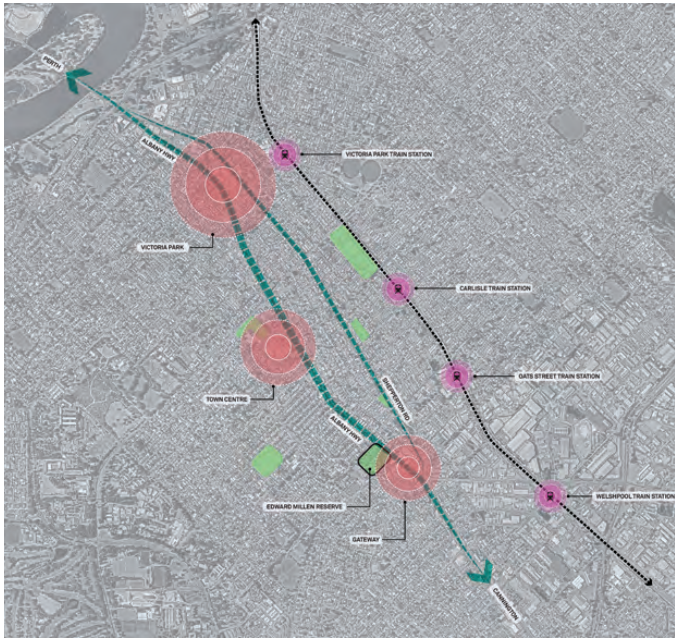
The overall headlines regarding the communities view of the park were as follows:

- Respect the heritage
- Retain the trees
- Retain flexible lawn spaces for activities such as dog walking
- The playground could be much better
- More access and seating
- Improved amenities such as toilets, shelters and BBQs
- Improved lighting
- Interpretive design elements
- Public artwork
- Remove the "Building C" to open up the park
- Respect the quiet character of Baillie Avenue
- Car access should be from Hill View Terrace
- Flexible spaces for council run events
- Enlivened park with native floral planting
- Respect the overall tranquil feel of the current park
- Improve feeling of safety
- Integrate native planting and improved wildlife habitat
- Ensure there is cycle parking

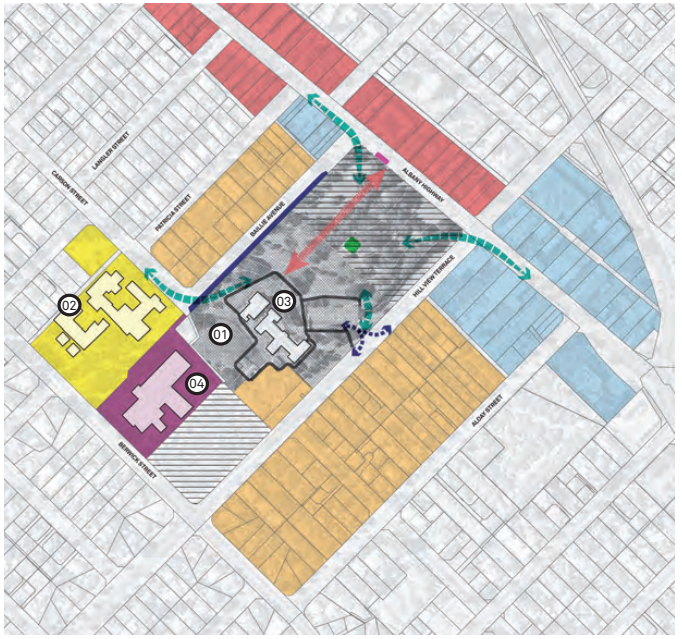
03 Planning context

Edward Millen Reserve in context

A master plan for Edward Millen Reserve (on the western boundary of St James) has the potential to secure the park as a major attractor in the area and contribute to the desire for a sophisticated sense of place. The "offer" at Edward Millen Reserve may provide an opportunity for a point of difference and provide a welcome transition between the commercial / residential area and the activity centre.



Edward Millen located within the Town of Victoria Park, close to activity hubs.



Edward Millen, a green oasis, surrounded by different land uses and destinations.



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03 Planning context



40,000 new residents expected by 2050

The enhancement of Edward Millen Reserve will contribute to the delivery of high quality public open space that will support the recreational aspirations of the 40,000 new residents expected by 2050 in the Town of Victoria Park.



a growing community that is young, increasingly multicultural, and well educated

This community is growing, and its largest cohort is relatively young (25-34 years), increasingly multicultural, and well educated. Some 73% of residents travel outside of the Town for employment, and 885 of the people that work in the Town come from somehere else. Importantly, some 47.8% of the community is living in medium to higher density dwellings.



an urban environment that is informed by history but embraces the future

The Town of Victoria Park is perfectly located to provide an urban environment that is informed by history but embraces the future, takes advantage of public transport and inner city living opportunities and encourages enterprise along the length of the activity centre. It is important for the Town to deliver on high quality public open space to meet the needs of this growing community.



need for places that feel safe and secure

The community has identified the need for places that feel safe and secure, are internally and externally connected, sustainable, supports the formation of communities, enhance the environment, embrace diversity and importantly, they want vibrant places. These aspirations can be successfully integrated into the guiding principles of the Edward Millen Reserve Master Plan.



higher density residential opportunities exist in strategic nodes supported by great parks

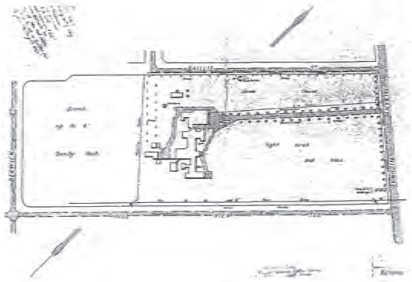
Higher density residential opportunities exist strategic nodes such as at Burswood Peninsula, Curtin University and the Technology Park precincts. Importantly, nodes on Albany Highway, at the Causeway and in St. James are also identified as opportunities for focusing density along existing commercial strips. Edward Millen Reserve will play an increasingly important role as a strategically important “green” location.



Edward Millen is an opportunity for preservation and redevelopment

Edward Millen Reserve is identified by the Town’s Strategic Community Plan for 2013-2028. The project shall investigate “preservation and redevelopment planning and consideration of future uses of the site”.

04 Site history



1949 Plan of Edward Millen Home (Conservation Plan, 2001)

1842 - The land was originally part of a parcel of land of 5,320 acres granted to Samuel Bickley.

"The Rotunda Hospital is a rare example of a hospital built in a residential style, located close to the city on a large site which has generally retained its original building and landscape qualities"
- Register of Heritage Places 1999

1854 - Bickley sold the land to Hemy Manning for £532.

1893 - Lot C was bought by James Rae.

1911 - Land was sold to Mrs Elizabeth Baillie of Victoria Park for £650. Nurse Baillie used the site to build the Rotunda Maternity Hospital.

1919 - Spanish Influenza epidemic hit Perth. Hospital taken over by State Government and ran by the Perth Public Hospital.

6 May 1920 - Property and building became a compulsory purchase of the Commonwealth Government

1924 - Hospital was re-named the Edward Millen Home, in honour of the first Minister of Repatriation. The hospital then became a sanatorium for ex-service personnel who had contracted tuberculosis.



EDWARD MILLEN HOME.

A well-deserved compliment has been paid to Senator Millen by the Repatriation Commission. The Rotunda Hospital at Victoria Park East was purchased some months ago by the Repatriation Department for medical purposes, but the name of the institution was considered inappropriate. Permission was therefore sought and given to the name being altered to the Edward Millen Home.

1932- Monthly Concerts



Edward Millen Concert

The monthly concert took place at Edward Millen Home on Wednesday, when some of the members of the Pleasure Hour Concert Party, under the auspices of the Perth sub-branch Ladies' Auxiliary, entertained the patients.

1934 - 1935 - Plan for extension of Berwick Street through Edward Millen Home land was discussed by the Commonwealth Government and the City of Perth. In 1936 Commonwealth agree to sell the City thirteen acres of land for £500, to use for the road extension and for a park.
1936 - Further additions were made to make space for more staff and patients, and two extra timber wards were added.

1940's- Fred Delurey, a WW1 veteran who visited regularly in the 40's for treatment on shrapnel wounds after the war.

1960 - Patients transferred to the Hollywood Repatriation Hospital. Edward Millen Home converted to a hospital for special cases of patients not requiring the full nursing or medical attention.

1968 - Building ("D" Ward) was added for use of psychiatric patients, and was used for this purpose until 1971, when those admissions were discontinued. It then housed the physiotherapy and occupational therapy departments, an office, a dining room, lounge and eight beds.

1982 - The Edward Millen Home remained part of the Repatriation Department until 1982, when the Health Department took over.

1984 - Edward Millen Hospital was renamed Hillview and opened as a division of the Mental Health Services. It brought together 4 units of the Child and Adolescent Psychiatry Divisions.

1998 - The Edward Millen Home (Hillview) stood unoccupied.

1999 - Site listed on the State Register of Heritage Places

2006 - Ownership transferred to Town of Victoria Park

1840 1860 1880 1900 1920 1940 1960 1980 2000 2020

05 Site analysis



05 Site analysis

Existing site features

The existing reserve has many distinctive elements which creates a sense of place and character for the surrounding area. The site includes large lawn amenity spaces as well as nature planting areas. The reserve also has an iconic vista that is lined with trees approaching the Edward Millen House. Additionally, the busy road connections of Baillie Avenue, Albany Highway and Hill View Terrace borders the reserve.



Significant Edward Millen House



Existing vista



Large lawn amenity



Nature planting



Site services



Busy road interface

05 Site analysis

Significant vegetation

The reserve is filled with mature, well-established trees. This diagram outlines trees that have been identified as providing or having the potential to provide significant amenity for people using the park. There are many significant trees in the reserve. These trees in particular have significance due to location, shade, canopy width and appearance. Information regarding tree species has been collected from shapefile data provided by the Town of Victoria.



SIGNIFICANT AMENITY TREES

A	Ficus rubiginosa	Height: 12m Width: 14m	(Port Jackson Fig)
B	Ficus macrocarpa	Height: 11m Width: 13m	(Chinese Banyan)
C	Lophostemon confertus	Height: 14m Width: 12m	(Queensland Brush Box)
D	Ficus macrocarpa	Height: 10m Width: 14m	(Chinese Banyan)
E	Lophostemon confertus	Height: 12m Width: 12m	(Queensland Brush Box)
F	Corymbia citriodora	Height: 24m Width: 16m	(Lemon-scented Gum)
G	Eucalyptus marginata	Height: 16m Width: 12m	(Jarrah Tree)
H	Eucalyptus botryoides	Height: 23m Width: 16m	(Bangalay)
I	Eucalyptus camaldulensis	Height: 19m Width: 10m	(River Red Gum)
J	Chamaecyparis lawsoniana	Height: 23m Width: 16m	(Port Oxford Cedar)

Tree

Significant Amenity Tree

Palm Trees

Young Trees Along Old Fenceline



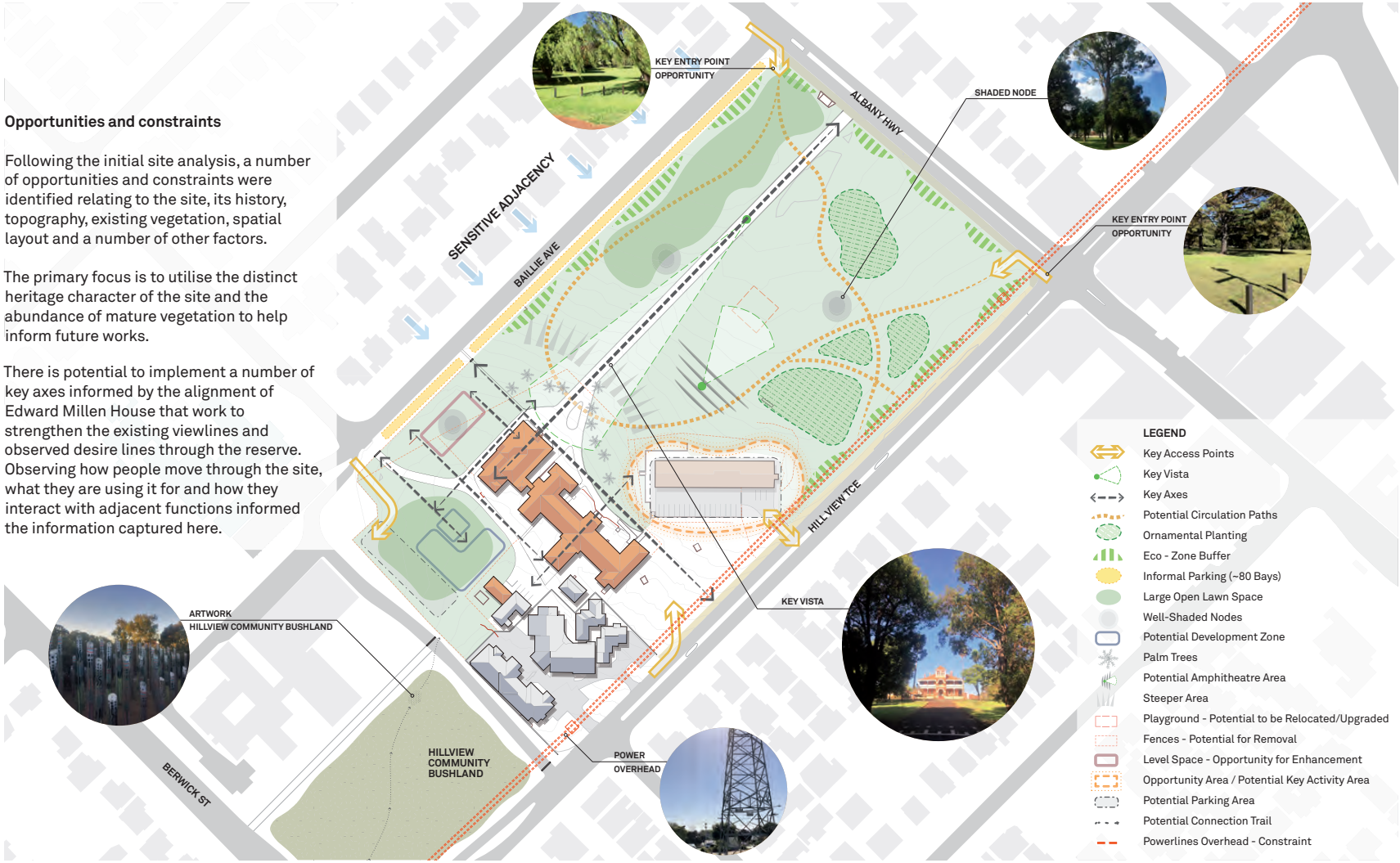
06 Opportunities and constraints

Opportunities and constraints

Following the initial site analysis, a number of opportunities and constraints were identified relating to the site, its history, topography, existing vegetation, spatial layout and a number of other factors.

The primary focus is to utilise the distinct heritage character of the site and the abundance of mature vegetation to help inform future works.

There is potential to implement a number of key axes informed by the alignment of Edward Millen House that work to strengthen the existing viewlines and observed desire lines through the reserve. Observing how people move through the site, what they are using it for and how they interact with adjacent functions informed the information captured here.



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07 Design principles



Context

What is the current park context?
Will this context change
with time?
How will the park respond?



Access

How do you get to the park and move around in the park?
Does the park need to change to improve access?
How can the proposed design support a more accessible park?



Uses

Larger parks can provide activities for a broad cross section of the community. What can this park provide that makes it of benefit to visitors?
How do we extend the
use of the park during the day?



Environmental Benefits

How can the park have a positive contribution on the environment?



Positive Social Outcomes

Parks are magnificent places for learning skills and cognitive development. How can the park support these social benefits?



Community Health Outcomes

Parks are known to contribute to the mental and physical health and wellbeing of the community. How might the park be redeveloped to support healthy outcomes?



Quality and Character

What facilities are required to meet the needs of the community?
Where should these features be located in the park?



Sense of Place

A unique sense of place that reflects the park context is vital to its success. What is unique about this park compared to others?
How can the current sense of place be enhanced?



Programme of Events

Well utilised parks have programme of events. What is needed in this park?
Where will these events take place?



Implementation

What is the best way to deliver the redevelopment of the park?
How might it work with the redevelopment of the heritage building on site?

07 Design principles

Key themes

Throughout the community consultation process a number of key themes were established that identified the existing amenity of the park and identified areas for improvement. These themes served as guidelines for the key design moves.



Trees



Heritage



Ecology



Tranquility



Play



Amenities
Toilets



Cafe



Dog walking



Large Open Spaces



Facilities
BBQs, seating, tables



Safety



Access & circulation

08 Concept

The underlying concept to the design is to create a new loop through the park which takes in the established and new features. The loop paths create a circuit in which to explore the variety of activation features. The dynamic “modern” form of the loop path complements the strong heritage axis and allows its route to navigate the established tree roots.

A loop through the trees...



....connecting heritage, landscape and activities

09 Landscape master plan

LEGEND

1. Heritage avenue retained and re-surfaced with kerb upstands removed. Avenue reinforced with supplementary tree planting
2. Rotunda building entry space re-paved with high quality natural stone
3. Activated Rotunda space including alfresco seating/tables and lawn with seating positioned underneath the large tree
4. Future development zone
5. New paved axis connecting the Mildred Creek and Rotunda buildings to the edge streets
6. Generously proportioned landscaped terracing, edged with seat height walls
7. Circulation path graded to ensure universal access
8. Family shelters and BBQ nodes surrounded by planting
9. Park edge eco-zone planting including water-wise native species
10. New car park (approx. 49 spaces)
11. Cafe and 'changing places' toilet and change room facility
12. Cafe alfresco space
13. Feature seating node under landmark tree
14. Central focal point including space for performance, as well shade/rain shelter structure
15. New Trees
16. Nature play zone utilising bespoke play elements within expanses of native planting and tracks. Play features to include tree houses, cubbies, exercise and balancing elements, rope play, swings and benches. This area has a particular opportunity to integrate unique art pieces to double up as play
17. Expansive lawn spaces for ball play and dog walking
18. New entry point
19. Wayfinding node
20. Bicycle racks
21. Passive recreation area with picnic tables to serve as break-out space from heritage buildings
22. Proposed trees to create ecological connection to Hillview Terrace bushland





10 Strategies

This diagram explains the activation and circulation strategy for the park. The design reinforces the heritage axis while establishing new connective loop routes. The design balances the existing retention of lawn and trees with the integration of new features which will increase its attractiveness.



10 Strategies

Interpretation

The Edward Millen Reserve is of exceptional heritage and historical value to the Town of Victoria Park, the State of Western Australia and the local community. To create a master plan that unlocks the cultural assets of the area, key elements of the existing site will be integrated into the design of the public open space and the activated series of buildings. To inform the design, three key heritage themes have been identified which include:

_People
_Architecture
_Landscape

People

The Edward Millen Reserve has a distinct history of social heritage significance. The land was originally owned by Samuel Bickley, which was sold to Hemy Manning then bought by James Rae until the property was owned by Mrs Elizabeth Baillie in 1911. Mrs Baillie was a nurse who used the site to build the Rotunda Maternity Hospital. The site's hospital facilities and public open spaces were used and occupied by various nurses, patients and community members creating a profound social impact overtime.

Architecture

The Edward Millen Hospital has a distinguished architectural style, Federation Queen Anne, which provides a uniqueness to the Victoria Park district. This architectural style embraces outdoor lifestyle and a connection to the landscape using front verandas, decorative features/ cornices, terracotta roof tiles and tall chimneys.

Landscape

The landscape of the site is of aesthetic and social value due to its established heritage trees, attractive open space and integrated planting spaces. Along with native vegetation, the site has a gradual rising slope with the Edward Millen Home connected through pathways being situated atop of the iconic site.

Heritage Integration Methods

To provide visual interest, stories and heritage integration into the design of the Edward Millen Master Plan, art elements can be located in the public realm. The integration of art elements can be achieved with the inclusion of historic photographs, images, stories, words and names subtly into the urban design of spaces. Some of the methods that can be used include photo acid etching, story stone panelling, sandblasted patterning, story path ribbons and art / heritage walls.











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10 Strategies

Interpretation Methods

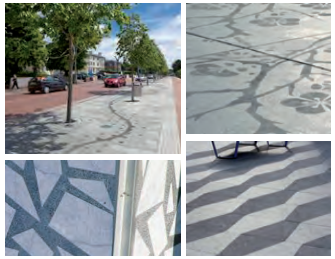
Photo acid etching



Story stone panelling



Sandblasted patterning



Story path



Art / heritage walls



Glazed photographic walls



Sculptures & lighting



Re-use of site materials



Heritage plaques



Historical audio integration



10 Strategies

Interpretation

Potential photographic heritage integration image use



Potential phrase, word and story heritage integration use

"Nurse Baillie – practising midwife of Perth"

"1919 - Spanish Influenza epidemic hits Perth"

"1911 – Nurse Baillie used the site to build the Rotunda Maternity Hospital"

"Used for child, adolescent mental health purposes and autism services"

"Rotunda Hospital - Federation Queen Anne Architectural Style"

"Maternity Hospital Until 1919"

"Rotunda Hospital - Modelled off Maternity Hospital of the same name in Dublin"

"1982 – Transferred into the State Mental Health Service"

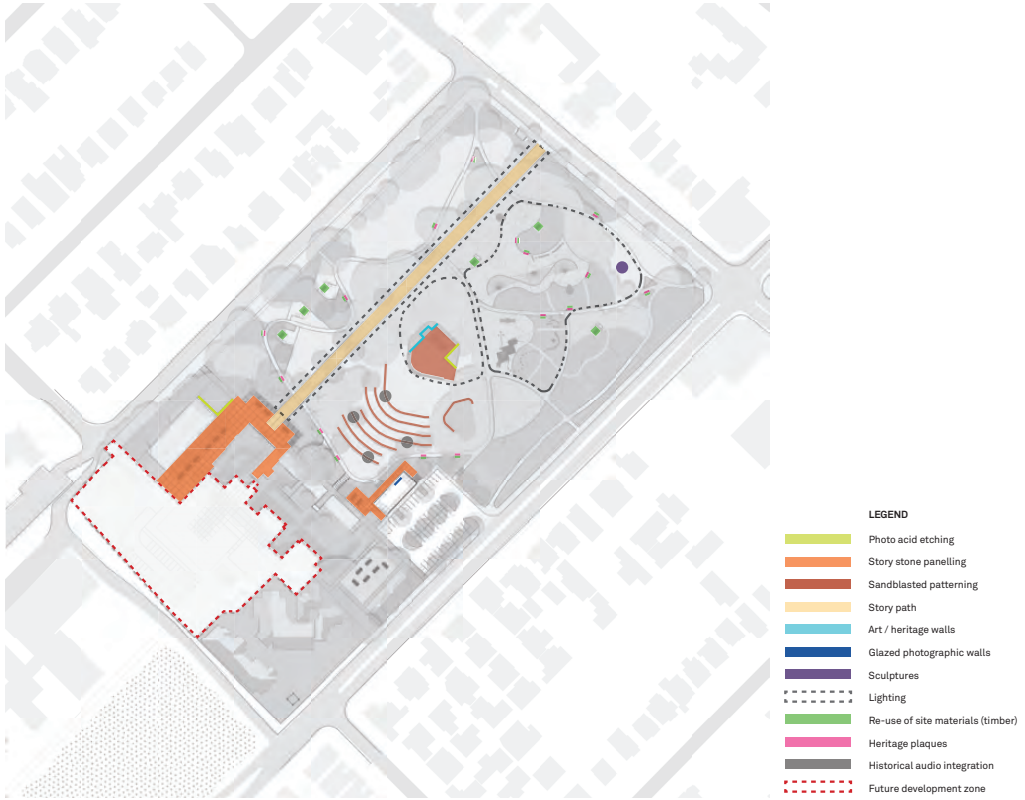
"1920 – Commonwealth Government bought property & hospital"

"1995 – Only the Autism Centre remained"

"1911 – Owned by Mrs Elizabeth Baillie"

"1942 – Management given to Perth Public Hospital"

Spatial interpretation of heritage elements



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10 Strategies

Trees

The majority of the site's trees are retained in the design. Some trees are removed to facilitate the creation of a new car park along Hill View Terrace. Also some small trees are removed to allow the creation of the terraced amphitheatre and loop path at grades which meets DDA requirements.



LEGEND

Trees Retained:
- 190

Trees Planted:
- 48

Trees Removed:
- 36

Trees Total:
- 233

Tree Number	Botanical Name	Canopy Height	Canopy Spread	Diameter	Tree Health	Tree Structure
1	Melaleuca styphelioides	4	4.5	350	GOOD	POOR
2	Melaleuca styphelioides	4	5	240	GOOD	POOR
3	Melaleuca styphelioides	2.8	3.6	140	GOOD	FAIR
4	Eucalyptus Caesia	3.4	4	140	FAIR	FAIR
5	Melaleuca styphelioides	3.1	4.3	190	GOOD	FAIR
6	Schefflera actinophylla	5.5	5.5	330	GOOD	FAIR
7	Melaleuca styphelioides	3.6	3.5	250	GOOD	FAIR
8	Eucalyptus species	1.3	2.8	70	FAIR	FAIR
9	Eucalyptus Caesia	3.6	5.7	440	FAIR	FAIR
10	Melaleuca styphelioides	3.7	3.5	210	GOOD	FAIR
11	Eucalyptus Caesia	5.6	6.5	180	GOOD	FAIR
12	Melaleuca styphelioides	4	3.7	140	GOOD	POOR
13	Eucalyptus Caesia	5	7	240	GOOD	FAIR
14	Melaleuca styphelioides	4	3.6	160	GOOD	FAIR
15	Jacaranda mimosifolia	6	6	450	GOOD	FAIR
16	Eucalyptus Caesia	3	4.5	75	FAIR	FAIR
17	Melaleuca styphelioides	3.5	3.8	190	GOOD	FAIR
18	Erythrina sykesii	7	8.5	790	FAIR	FAIR
19	Erythrina sykesii	9	8.5	720	FAIR	POOR
20	Ficus rubiginosa	5	8	580	POOR	FAIR
21	Ficus rubiginosa	5	7.5	450	GOOD	FAIR
22	Callistemon Kings Park Special	4	7	180	GOOD	FAIR
23	Lophostemun confertus	8	8	670	POOR	FAIR
24	Lophostemun confertus	9	8	780	GOOD	FAIR
25	Eucalyptus erythrocorys	3.5	5.5	260	GOOD	POOR
26	Eucalyptus erythrocorys	3.5	5	180	GOOD	POOR
27	Ficus rubiginosa	5	12	1000	GOOD	FAIR
28	Lophostemun confertus	7.5	8	530	GOOD	FAIR
29	Callitris preisii	5	8	650	GOOD	POOR
30	Lophostemun confertus	6	6	490	FAIR	FAIR
31	Callistemon Kings Park Special	4	3	180	GOOD	FAIR
32	Grevillea robusta	4	4	260	GOOD	FAIR
33	Callistemon viminalis	3.5	3	65	GOOD	FAIR
34	Eucalyptus caesia	7	7	240	GOOD	POOR
35	Chamaecyparis lawsonia	4.5	7	560	GOOD	FAIR
36	Chamaecyparis lawsonia	4	6	580	GOOD	FAIR

11 Landscape materiality



Species selected to showcase Western Australia's unique flora including the multitude of textures and forms whilst also ensuring nominated species flowers at varied times throughout the year .

This local mix also ensures water sensitive urban design (WSUD) and low water requirements including minimal fertiliser / pesticide use. All species are selected to ensure clear sight lines are maintained within the public realm as per CPTED guidelines.

Trees



Tree
10m x 10m

Agonis flexuosa

Planting



Shrub
1m x 1.5m

Calothamnus quadrifidus



Ground cover
0.3m x 1m

Acacia spathufoloa



Ground cover
0.5m x 2m

Grevillea crithmifolia



Strappy / grass
0.5m x1m

Anigozanthus "orange" hybrid



Ground cover
0.3m x 1m

Eremophila



Low shrub
0.8m x 0.8m

Hypocalymma angustifolium

Planting (continued)



Shrub
1m x 1.5m

Banksia ashbyi



Shrub
1.5m x 1.5m

Banksia menziesii



Strappy / grass
0.5m x0.5m

Anigozanthus manglesii



Ground cover
0.5m x 1.5m

Myoporum parvifolium

WSUD



Strappy / grass
1m x 1m

Juncus kraussii



Low shrub
0.5m x 1m

Melaleuca seriata



Ground cover
0.25m x0.2m

Grevillea obtusifolia 'Gin Gin Gem'



Shrub
1m x 1m

Verticordia plumosa

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11 Landscape materiality

Hard Landscaping

Omnigrip Path



Material / description: Synthetic high friction surface treatment
Colour: Pearl Marble

Heritage Bricks



Material / description: Recycled clay bricks
Colour: Red

Furniture Elements

Performance Gazebo



Material / description: Hardwood timber
Colour: Painted heritage white/green

Barbeques



Material / description: Well sized metal barbeque
Colour: Light grey steel

Lighting, Balustrade & Smart Technology

Up-lights



Material / description: In-ground build lighting
Colour: Warm lighting/black exterior

Omnigrip Path



Material / description: Synthetic high friction surface treatment
Colour: Black Pepper

Tactile Paving



Material / description: Tactile directional guidance paving
Colour: Light Grey

Outdoor Shelters



Material / description: Small hardwood shelter
Colour: Raw timber

Bins



Material / description: Timber and metal bin
Colour: Raw timber

Balustrade



Material / description: Steel supporting balustrade
Colour: Light grey metal

Limestone Path



Material / Description: Crushed limestone
Colour: Light Tan

Paving



Material / Description: Natural sandstone pavers
Colour: Ivory Smooth

Paving



Material / Description: Granite pavers - Rotunda building and surrounds
Colour: Natural grey

Seating Benches



Material / Description: Hardwood and concrete seating
Colour: Light grey and raw timber

Tables & Chairs



Material / Description: Hardwood and steel seating with table
Colour: Raw timber/dark grey metal

12 Visualisations

Location 1

The view looks towards the terracing and the multi-functional event and hub space positioned in the centre of the park.

Opportunities

_Small events accommodated on the stage area
_Large events to bump in larger stage to front
_Green open space during non-event times
_Large shelter structure with BBQ's and tables suitable for birthday parties and gatherings





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12 Visualisations

Location 2

An exciting new nature play is located amongst the trees, taking advantage of shade and established native planting. The play features can be sculptural and bold becoming an attractive feature for families.

Opportunities

_Adventurous play opportunities under the shade of existing trees
_Experiences range from intimate and meandering to grand and adventurous
_All play areas well serviced with seating and clear viewlines
_Accessible paths meander through play areas





12 Visualisations

Location 3

A new pathway connects with BBQ and shelter spots set amongst wildflower planting.

Opportunities

_Large existing lawn maintained for dog walking and active recreation
_Fully accessible path to heritage buildings
_BBQ and shelter areas for small gatherings with a sense of enclosure
_Existing trees preserved to provide shade and sense of place





12 Visualisations

Location 4

The creation of a generously sized terraced amphitheatre in the heart of the park will facilitate a wide range of programmed events.

Opportunities

_An attractive community gathering space with opportunity for flexible programming of events
_Ample spacing on grassed tiers allows for comfortable picnic spaces
_Open area receives valuable sunlight in the winter months
_Allows clear views up to heritage buildings





12 Visualisations

Location 5

Following the refurbishment and activation of the Rotunda Building, its immediate surrounds can be upgraded to create a dynamic precinct with spaces for people to meet friends, dine or take a sundowner drink.

Opportunities

_Levelled area around the heritage buildings to better interface at a pedestrian scale
_Central road resurfaced to provide strong axis with clear views to Edward Millen House
_Picnic tables on level area to appreciate existing heritage buildings





13 Implementation strategy

The proposed Edward Millen Implementation Strategy acknowledges that development of the heritage buildings at Edward Millen may proceed with different timing than the landscaping of the Reserve. Where the whole of the park is unable to be redeveloped at once, the Town may consider staging redevelopment of the Reserve. The advantage of a staged approach is that different areas of the park can remain in use for recreational purposes while other areas are redesigned and established.

Implementation is not only about gaining suitable access, it is also subject to financing and resourcing of the project. As the project progresses these influences will be taken into consideration.

In general there are four areas that may progress independently or collectively:

Stage 1
_BBQ and Play Area – generally located to the north of the park and can progress relatively unhindered.

Stage 2
_Central Amphitheatre – centrally located and requires earth works
_Café and Toilets – Includes the demolition of existing structures, additional car parking, café and toilet block – located to the south-east
_Note: Staging boundaries will need to reflect existing structures

Stage 3
_Heritage Area – located to the south including the future development zone. This area is likely to be undertaken as part of activating the heritage building.

Prior to commencement of works the fences currently in place to protect the heritage structure will be reconsidered to allow for required works but continue to provide security and deter vandalism.



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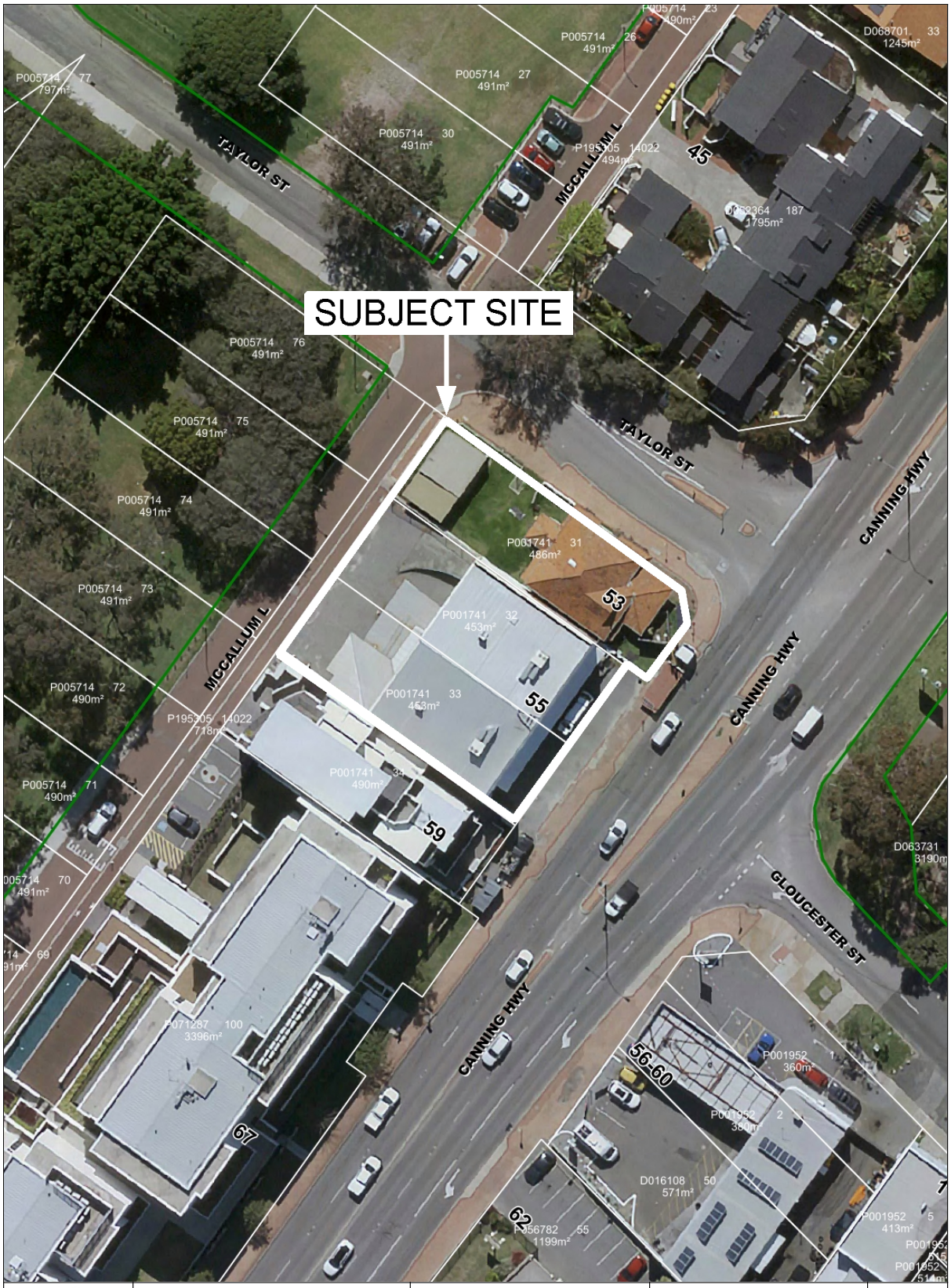
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Attachment 2 – Site Photos - No.53 & No.55 (Lots 31, 32 & 33) Canning Highway, Victoria Park – Temporary property sales suite






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21/10/2019

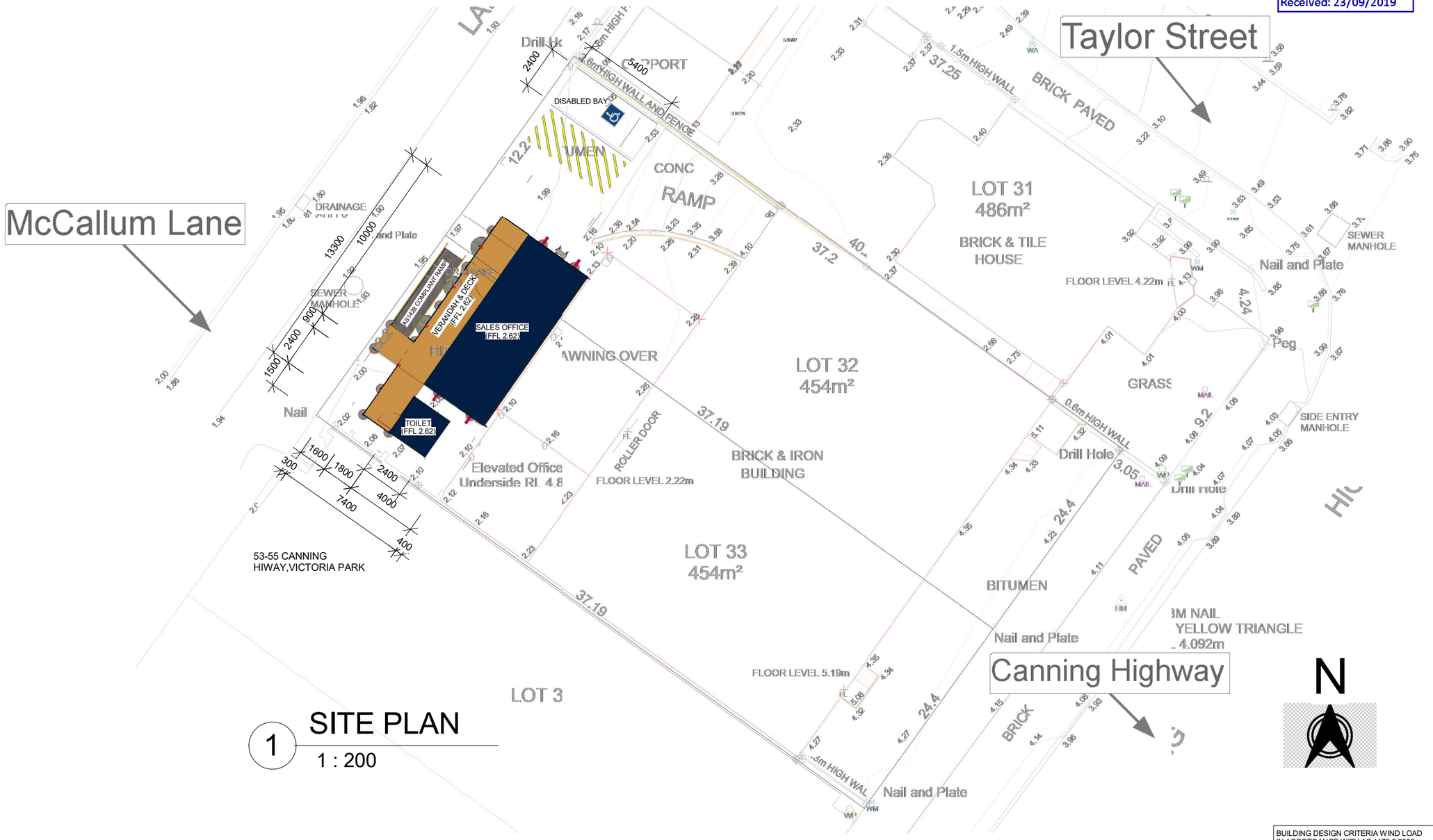

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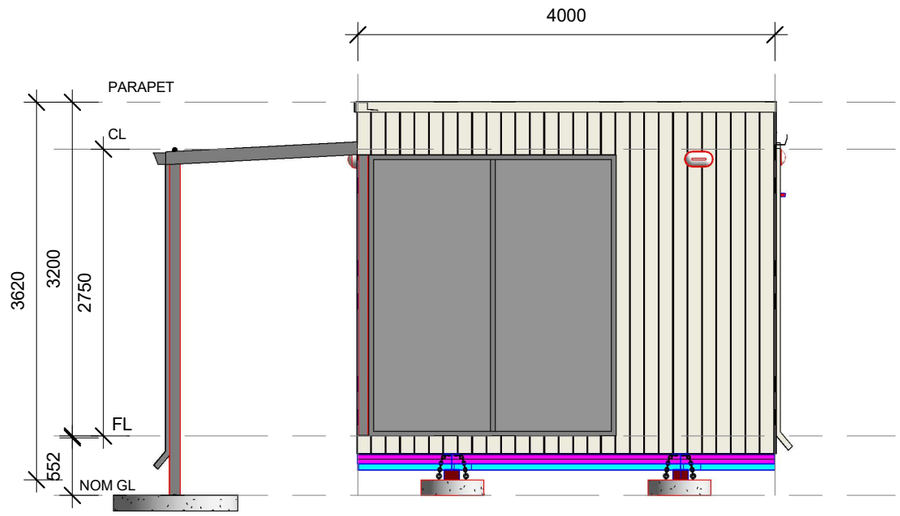
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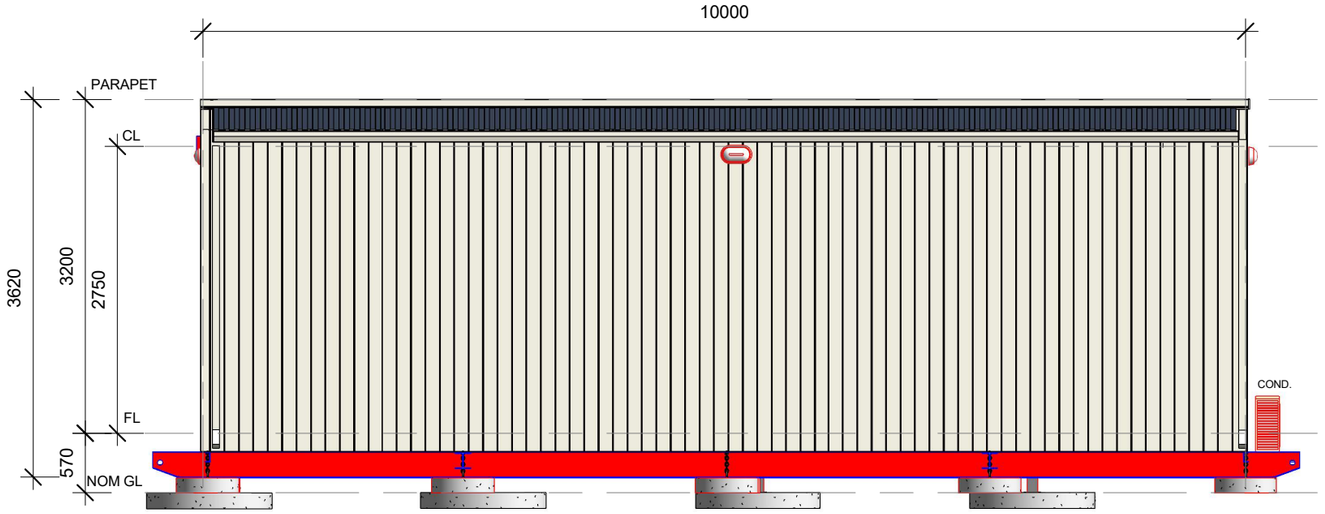
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1 ELEVATION 1
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2 ELEVATION 2
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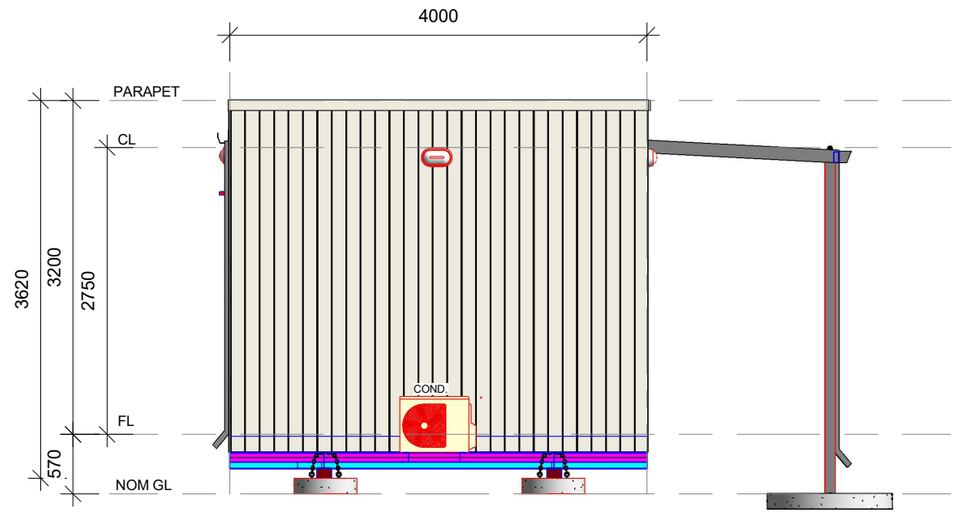
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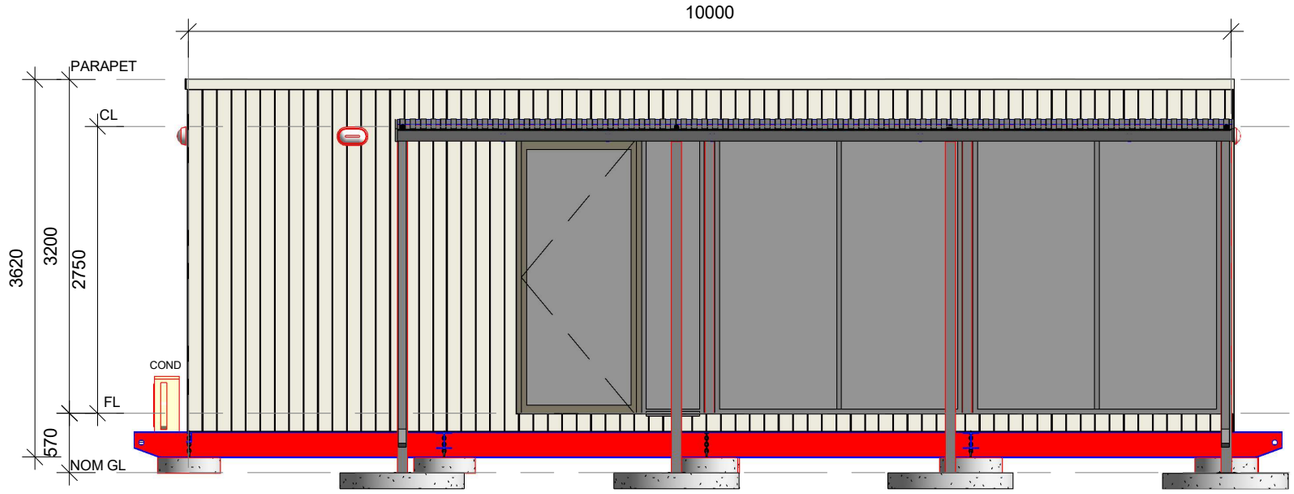
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3 ELEVATION 3

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4 ELEVATION 4

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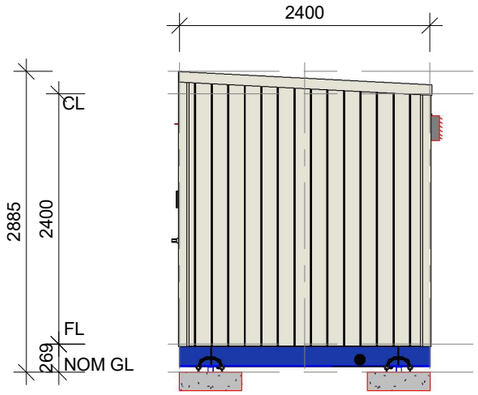
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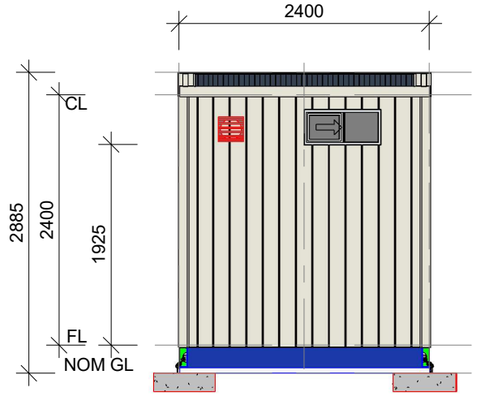
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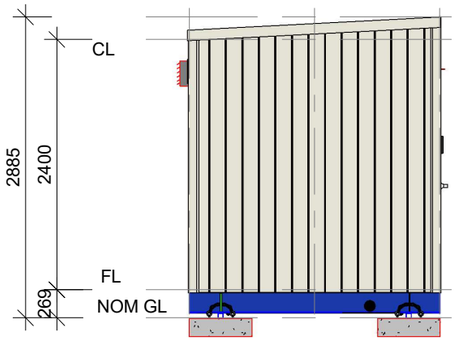
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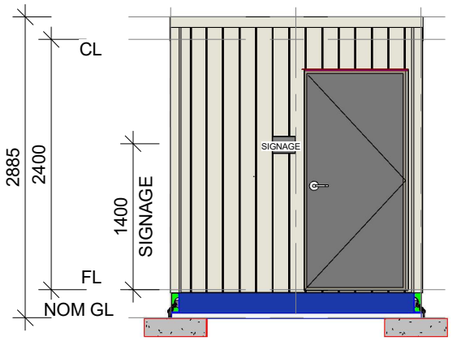
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DATE: 30.08.19
DWG No: 5574-ELV
ITO-5500-G01-131-0002

Job Specifications

TOWN OF VICTORIA PARK
Received: 22/07/2019

The Factory
designs · signs · displays
P: 08 9445 8511 | F: 08 9445 8411
E: info@the-factory.com.au | W: www.the-factory.com.au
A: 3/40 Bryan Place, Balcatta, Perth , WA 6021



Location plan: 53-55 Canning Hwy, Victoria Park

Job Production Details

WBG Property
53-55 Canning Hwy
Victoria Park
Signage

Signage components:

~~C: Fence banners~~
~~D: Fascia banners~~
~~E: 3 @ 4m flags~~
F: 1 @ 'V' sign

Only 'V' Sign forms part of this development application, as per correspondence with applicant dated 23/09/2019

Date:	17 June 2019	**Job Number:**	14547		
Client Name:	WBG Property	**Completion Date:**	ASAP		
Job Address:	53-55 Canning Hwy, Vic Park	**Scale:**	NTS		
Contact:	Jay Wan	**Page:**	1 of 5	**Version:**	A
Designer:	Specs Jude Harlow	**Photos on Server:**	Yes ☒	No ☐	
Sales Consultant:	Grant Bird	**Filename & Path:**	prod/tfclient/wbg/14547		

- The Factory makes every effort to ensure the accuracy of all concepts submitted, with the closest adherence to the client brief or communication. However, the client accepts responsibility for the final checking and approval.
- Please ensure that all information is correct. ie sizes, colours, spelling, materials etc.
- Be aware colours, sizes and/or materials may vary slightly on the final product due to manufacturing tolerances.
- The Factory takes no responsibility for any breach of copyright on any artwork or client supplied images.
- Any designs or original artwork produced by The Factory will remain the property of The Factory up until final payment.

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A. Job Approved. This information has been checked and approved by the client for all requirements and may proceed to the next stage of production.
Signature: _____ Date: _____

B. Job Approved with Changes. This information has been approved by the client pending the indicated changes and may proceed to the next stage of production. NO further proof required.
Signature: _____ Date: _____

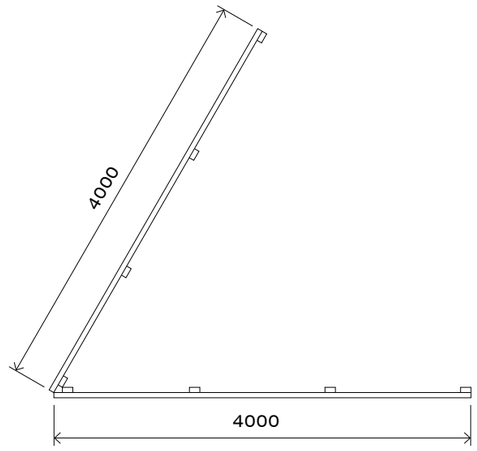
C. Job Changes. The following changes/corrections are required before the job may proceed. An additional proof is required.
Signature: _____ Date: _____

Job Specifications



Installation: “V” sign

TOWN OF VICTORIA PARK
Received: 22/07/2019



2 V SIGN - PLAN
Scale: NTS



1 V SIGN - SOUTH ELEVATION
Scale: NTS



1 V SIGN - NORTH ELEVATION
Scale: NTS

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A: 3/40 Bryan Place, Balcatta, Perth , WA 6021

Job Production Details

WBG Property
53-55 Canning Hwy
Victoria Park
Signage
◯ Item F: 1 @ ‘V’ sign

Signage components:

- ❑ 4 @ 4000 x 2000mm(h) “V” sign made using;
  “V” shaped timber frame with 3mm ACP cladding to North & South faces
- ❑ 2 @ 4000 x 2000mm(h) graphics printed digitally onto blockout vinyl applied to both faces of sign

Installation:

- ❑ Install into position on site & embed into ground using concrete

Date:	17 June 2019	**Job Number:**	14547		
Client Name:	WBG Property	**Completion Date:**	ASAP		
Job Address:	53-55 Canning Hwy, Vic Park	**Scale:**	NTS		
Contact:	Jay Wan	**Page:**	5 of 5	**Version:**	A
Designer:	Specs Jude Harlow	**Photos on Server:**	Yes ☒	No ☐	
Sales Consultant:	Grant Bird	**Filename & Path:**	prod/tfclient/wbg/14547		

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A. Job Approved. This information has been checked and approved by the client for all requirements and may proceed to the next stage of production.

Signature: _____ Date: _____

B. Job Approved with Changes. This information has been approved by the client pending the indicated changes and may proceed to the next stage of production. NO further proof required.

Signature: _____ Date: _____

C. Job Changes. The following changes/corrections are required before the job may proceed. An additional proof is required.

Signature: _____ Date: _____

Sturt McDonald

From: [redacted]
Sent: Monday, 21 October 2019 10:04
To: Sturt McDonald
Subject: COMMUNITY CONSUTATION-NO.53-55 (LOT 31,32 & 33)CANNING HWAY VICTORIA PARK.

[redacted]

Town of Victoria

Attention Stuart McDonald.

COMMUNITY CONSUTATION-NO.53-55 (LOT 31,32 & 33)CANNING HWAY VICTORIA PARK.

DEVELOPMENT APPLICATION 5.2019.374.1 FOR TEMPORARY PROPERTY SALES SUITE.

I Wish to object to the above application and would like you to take in consideration the following.

1 Placing temporary sales office in the proposed location would cause a parking
Problem.

As there is no plans to demolish the existing office warehouse it may be better for them to use one of the existing offices and leaving the proposed sight for parking of their customers.

I would also like to mention that;
1 The sign on the corner of Taylor and Canning Hwy obstructs vision (when trying
To enter Canning Hwy), given its size and position on the verge;

2. The accumulation of dumped rubbish, smashed bricks etc in front of the sign
is becoming an eyesore. (Photo attached.)

Thank you for the opportunity to comment.

Regards
[redacted]

[redacted]
Victoria Park
[redacted]

1



2

Sturt McDonald

From: [redacted]
Sent: Tuesday, 29 October 2019 12:45
To: Records
Subject: Objection to Application To Use or Develop Land 53-55 Canning Hwy

To the Town Of Victoria Park,

Thank you for the opportunity to respond to the proposed sales office on the property adjacent to us.

We wish to object to the use of a transportable and a tank based toilet on the site of 53-55 Canning Hwy for the following reasons:-

1. Sustainability

   It seems illogical to place a temporary building and toilet on a site where there are 2 functional buildings to use.

2. Eye Sore

   The temporary building and toilet will be an eye-sore in what is zoned a residential area. We currently have our home on the market and believe that the temporary building and toilet will detract from our ability to sell our property. When you stand on our balcony and look to the right, the view will be of the toilet and temporary building. This will not be conducive to helping us sell. When construction starts there will a negative visual outlook from our property, it seems unfair to ask for additional time especially given that the new building will take additional time to build as the owners have been allowed to build way in excess of the R code. Our property is on the market now because once building starts the likelihood of selling will be further diminished during that time.

   Since the property next door has been sold to the current owners, there has been little regard for the neighbours in relation to the presentation of the property. The current temporary fencing does not secure the buildings and impinges on the area immediately in front of our property. Our visitor bays are on the Canning Hwy side of the property and as our visitors exit their vehicles and come up the steps, they are greeted by temporary fencing on our side of the property. This fencing is not secured to anything and can be moved. I'm not sure what the purpose of the fencing is.



Vandals have put graffiti on the buildings.



For much of the time, rubbish has been dumped and left on the property.



By having a temporary building there, the owners will have no incentive to maintain the existing property. Since the temporary fencing has been erected on 30th August 2019, the property has been allowed to be a dumping ground for rubbish and an attractive place for graffiti artists to visit. By using one of the existing properties as a sales office, the owners would be a lot more inclined to maintain the premises.

3. Parking

Given that an agent is to be there 9am-4pm both Saturday and Sunday, they will need somewhere to park. On the plans, there is a disabled bay that is not of sufficient width for wheelchair users, but even leaving that at the current dimensions, this will mean that visitors to the building will not be able to be contained on the property. Although there would be parking on the Canning Hwy side of the property, visitors would not use that as once you are already on McCallum Lane, you can not access this parking from Taylor St. After turning right onto Canning Hwy, there is an island that prevents you from accessing any parking on the other side of the road.
As we only have 2 visitor bays for the 3 apartments, visitors to our building on weekends often use the 4 bays on Taylor St. (This is the nearest public parking available to our building.) One of our best friends is now confined to a wheel chair. This means that when he visits us, our own visitor bays are not suitable for him. (There are steps up to our building from there, he needs to come through the roll-a-door to be able to access the lift.) We rely on the 4 bays on Taylor St for when he visits. We already lose practical access when there are events on at McCallum Park and Taylor Park, additional demand on these bays would further reduce our ability to have visitors.

In conclusion, we ask the council to NOT approve the use of a (not so) temporary building and toilet on the premises of 53-55 Canning Hwy as there is a more sustainable option of using one of the existing buildings

whereby parking of visitors could be contained on the property and there would be no additional negative visual impact on surrounding properties.

Yours faithfully,

[redacted]
Victoria Park WA 6100

Sent from Mail for Windows 10

Public submission summary - No.53 & No.55 (Lots 31, 32 & 33) Canning Highway, Victoria Park – Temporary property sales suite

Submission theme/matter	# submissions raising this theme	Officer's response
OBJECTIONS/CONCERNS		
The proposal will result in a car parking shortage	2	Noted. A single car bay on site is considered insufficient. This is considered to be able to be adequately resolved via a condition requiring additional parking bays to be provided on site.
The accumulation of dumped rubbish, smashed bricks etc in front of the sign is becoming an eyesore.	2	Noted. In response to these concerns, the applicant has advised that arrangements will be made with the owner to ensure the site is brought to a tidy state. Furthermore, the applicant has advised that demolition of the existing buildings on site is expected to take place 'shortly' in which case the site will be completely cleared.
Given no demolition (yet) taken place, the existing structure should be used as the sale office – leaving more space for car bays.	2	Noted. Correspondence with the applicant suggests that demolition of existing structures on site, however, may take place before or during the sales suite commencing operations.
Use of new structures rather than the re-use of the existing structures for the proposed land-use is contrary to sustainability principles	1	Disagree. The proposed structures are transportable. They likely have been, and probably will be, used in other locations for other projects. They are not disposable.
The proposal will be an eyesore that is not compatible with its location	1	The applicant has advised that the structures will be clad in *"a timber material or similar which will be painted black…"*, that *"suitable landscaping"* will be provided and asserted that it *"will be an improvement from the current vacant asphalt carpark and colorbond shed"*. While concerns regarding the appearance of the proposal are noted, it

		is considered that a high level of amenity can be ensured via appropriate conditions of approval.
The sign proposed obstructs vehicular sightlines when turning from Taylor Street onto Canning Highway	1	Disagree. A site visit undertaken has shown that, when a car exiting Taylor Street is pulled up to the correct position (immediately behind the solid white line) there is a clear line of sight from the driver down Canning Highway towards any oncoming traffic. Furthermore, details of the proposal were referred to Main Roads for comment. If sightlines *were* obstructed by the proposed sign, this issue would have been identified by their engineers and subsequently would have been communicated to the Town as an issue. No such sightline issue (or objection in general) has been raised in Main Roads submission to the Town.

Submission theme/matter	# submissions raising this theme	Officer's response
SUPPORT		
Nil		
Nil		

MISC		
Nil		



TOWN OF VICTORIA PARK

TOWN PLANNING SCHEME NO. 1

AMENDMENT NO. 84

DRAFT

PLANNING AND DEVELOPMENT ACT 2005

RESOLUTION DECIDING TO AMEND A TOWN PLANNING SCHEME.

TOWN OF VICTORIA PARK TOWN PLANNING SCHEME NO. 1

AMENDMENT NO. 84

RESOLVED that the Council, in pursuance of Section 75 of the Planning and Development Act 2005 amend the Town of Victoria Park Town Planning Scheme No. 1 Scheme Text to:

1. Insert the following general and land use terms and definitions into Schedule B 'Definitions' of the Scheme Text as follows :

   "home business" means a dwelling or land around a dwelling used by an occupier of the dwelling to carry out a business, service or profession if the carrying out of the business, service or profession —
   (a) does not involve employing more than 2 people who are not members of the occupier's household; and
   (b) will not cause injury to or adversely affect the amenity of the neighbourhood; and
   (c) does not occupy an area greater than 50 m^2; and
   (d) does not involve the retail sale, display or hire of any goods unless the sale, display or hire is done only by means of the Internet; and
   (e) does not result in traffic difficulties as a result of the inadequacy of parking or an increase in traffic volumes in the neighbourhood; and
   (f) does not involve the presence, use or calling of a vehicle of more than 4.5 tonnes tare weight; and
   (g) does not involve the use of an essential service that is greater than the use normally required in the zone in which the dwelling is located";

2. Modify the Zoning Table in the Scheme Text by adding the use class 'Home Business' in the left hand column under the heading 'Use Class' and inserting the permissibility of this use in each zone as follows:

Use Class / Zone	Residential	Residential/Commercial	Office/Residential	Local Centre	District Centre	Commercial	Industrial (1)	Industrial (2)	Special Use
	1.	2.	3.	4.	5.	6.	7.	8.	9.
Home Business	AA	AA	P	AA	AA	AA	X	X	AA/X[7]

P-Permitted Use AA-Discretionary Use X-Prohibited Use

3. Modify the Footnotes located beneath the Zoning Table in the Scheme Text by inserting the following clarification for the meaning of AA/X[7]:

"7. The "Prohibited Use" Notation applies to the 'Technology Park" area within Precinct 13 – Curtin Precinct"

4. Update the extract of the Zoning Table that appears in all Precinct Plans for all zones to reflect the modifications to the Zoning Table in the Scheme Text referred to in item 2 and 3 above.

5. Amend Clause 31 in the Scheme Text as follows:
   5.1 Insert "*and Home Businesses*" to the end of the clause header after "*for Home Occupations*"
   5.2 Insert *"or Home Business"* within the text of the clause after "*a Home Occupation"*
   5.3 Replace, within the text of the clause, *"clause 52(1)"* with "*clause 35(1)*"

DRAFT

Dated this Ninteenth day of November 2019

_____
CHIEF EXECUTIVE OFFICER

PLANNING AND DEVELOPMENT ACT 2005

TOWN OF VICTORIA PARK

TOWN PLANNING SCHEME NO. 1 – AMENDMENT NO 84

SCHEME REPORT

Local Authority:	Town of Victoria Park
Town Planning Scheme:	Town Planning Scheme No. 1
Type of Scheme	Town Planning Scheme
Amendment Number	Amendment No. 84
Proposal	Amendment to Town Planning Scheme No. 1 Scheme Text to Insert Home Business Land Use into TPS 1.

BACKGROUND:

The Town of Victoria Park (ToVP) previously identified that there was a deficiency in the extent/range of Land Uses specified in the Town of Victoria Park Town Planning Scheme No.1. Proposals for Land Uses at that time could not reasonably be determined as falling within the interpretation of one of the listed uses under the Scheme's zoning table (such as a gymnasium) would be considered as an 'Unlisted Use'. Applications for Unlisted Use require determination by Council which, when compared with determinations by Town Officers under delegated authority, is a longer process with a higher degree of administrative burden.

At the Ordinary Council Meeting of 13 February 2018, Council initiated Scheme Amendment 80. This amendment sought to create additional use classes and modify others, with the aim being a more comprehensive set of Land Uses and definitions table that would allow the Town to process Development Applications for change of use in a more streamlined manner. The amendment report prepared by Town Officers and considered by Council at this meeting did not envision or seek changes to the 'Home Occupation' land use definition.

As part of efforts to promote consistency between Local Government areas in terms of land-use definitions, feedback from the Department of Planning Lands and Heritage (DPLH) in relation to the proposed scheme amendment outlined that they required that Home Occupation land use change such that it is consistent with the model scheme text definitions.

Scheme Amendment 80, incorporating the amendment to the Home Occupation Land Use definition, was gazetted on 18 April 2019.

The effect of this definition change is that many proposals that would previously have been considered to be a 'Home Occupation' now could not

DRAFT

reasonably be determined as falling within the interpretation of one of the listed uses and must therefore be considered an 'Unlisted Use'.

DETAILS:

Scheme Amendment No 84 proposes to insert the land use definition of 'Home Business', modify the zoning table (with associated footnote to discuss the Technology Park area of Precinct 13) update precinct plans to reflect these changes and amend Clause 31 '*Revocation of Development Approval for Home Occupations'* to apply to the newly created Home Business land use (in addition to applying to Home Occupations).

At the Ordinary Council Meeting on 19 November 2019 Council resolved (in part) the following:

That Council:

1. *Resolves pursuant to Section 75 of the Planning and Development Act 2005 to initiate an Amendment (Amendment No. 84) to the Town of Victoria Park Town Planning Scheme No. 1 Scheme Text as follows:*
   1.1. *Insert the following general and land use term and definition into Schedule B 'Definitions' of the Scheme Text as follows:*
   ***"home business** means a dwelling or land around a dwelling used by an occupier of the dwelling to carry out a business, service or profession if the carrying out of the business, service or profession —*
   (a) does not involve employing more than 2 people who are not members of the occupier's household; and
   (b) will not cause injury to or adversely affect the amenity of the neighbourhood; and
   (c) does not occupy an area greater than 50 m^2; and
   (d) does not involve the retail sale, display or hire of any goods unless the sale, display or hire is done only by means of the Internet; and
   (e) does not result in traffic difficulties as a result of the inadequacy of parking or an increase in traffic volumes in the neighbourhood; and
   (f) does not involve the presence, use or calling of a vehicle of more than 4.5 tonnes tare weight; and
   (g) does not involve the use of an essential service that is greater than the use normally required in the zone in which the dwelling is located";

   1.2. *Modify the Zoning Table in the Scheme Text by adding the use class 'Home Business' in the left hand column under the heading 'Use Class' and inserting the permissibility of this use in each zone as follows :*

DRAFT

Use Class / Zone	Residential	Residential/Commercial	Office/Residential	Local Centre	District Centre	Commercial	Industrial (1)	Industrial (2)	Special Use
	1.	2.	3.	4.	5.	6.	7.	8.	9.
Home Business	AA	AA	P	AA	AA	AA	X	X	AA/X[7]

P-Permitted Use AA-Discretionary Use X-Prohibited Use

1.3. Modify the Footnotes located beneath the Zoning Table in the Scheme Text by inserting the following clarification for the meaning of AA/X[7]:

"7. The "Prohibited Use" Notation applies to the 'Technology Park" area within Precinct 13 – Curtin Precinct"

1.4. Update the extract of the Zoning Table that appears in all Precinct Plans for all zones to reflect the modifications to the Zoning Table in the Scheme Text referred to in item 1.2 and item 1.3 above.

1.5. Amending Clause 31 in the Scheme Text as follows:

1.5.1. Insert "and Home Businesses" to the end of the clause header after "for Home Occupations".
1.5.2. Insert "or Home Business" within the text of the clause after "a Home Occupation"
1.5.3. Replace, within the text of the clause, "clause 52(1)" with "clause 35(1)"

DRAFT

PLANNING AND DEVELOPMENT ACT 2005

TOWN OF VICTORIA PARK

TOWN PLANNING SCHEME NO. 1 – AMENDMENT NO. 84

The Council of the Town of Victoria Park under and by virtue of the powers conferred upon it by the Planning and Development Act 2005, hereby amends the Town of Victoria Park Town Planning Scheme No. 1 Scheme Text to:

1. Insert the following general and land use terms and definitions into Schedule B 'Definitions' of the Scheme Text as follows :

"home business" means a dwelling or land around a dwelling used by an occupier of the dwelling to carry out a business, service or profession if the carrying out of the business, service or profession —
(a) does not involve employing more than 2 people who are not members of the occupier's household; and
(b) will not cause injury to or adversely affect the amenity of the neighbourhood; and
(c) does not occupy an area greater than 50 m^2; and
(d) does not involve the retail sale, display or hire of any goods unless the sale, display or hire is done only by means of the Internet; and
(e) does not result in traffic difficulties as a result of the inadequacy of parking or an increase in traffic volumes in the neighbourhood; and
(f) does not involve the presence, use or calling of a vehicle of more than 4.5 tonnes tare weight; and
(g) does not involve the use of an essential service that is greater than the use normally required in the zone in which the dwelling is located";

1. Modify the Zoning Table in the Scheme Text by adding the use class 'Home Business' in the left hand column under the heading 'Use Class' and inserting the permissibility of this use in each zone as follows:

Use Class / Zone	Residential	Residential/Commercial	Office/Residential	Local Centre	District Centre	Commercial	Industrial (1)	Industrial (2)	Special Use
	1.	2.	3.	4.	5.	6.	7.	8.	9.
Home Business	AA	AA	P	AA	AA	AA	X	X	AA/X[7]

P-Permitted Use AA-Discretionary Use X-Prohibited Use

DRAFT

3. Modify the Footnotes located beneath the Zoning Table in the Scheme Text by inserting the following clarification for the meaning of AA/X[7]:

   "7. The "Prohibited Use" Notation applies to the 'Technology Park" area within Precinct 13 – Curtin Precinct"

4. Update the extract of the Zoning Table that appears in all Precinct Plans for all zones to reflect the modifications to the Zoning Table in the Scheme Text referred to in item 2 and 3 above.

5. Amend Clause 31 in the Scheme Text as follows:
   5.4 Insert "*and Home Businesses*" to the end of the clause header after "*for Home Occupations*"
   5.5 Insert *"or Home Business"* within the text of the clause after "*a Home Occupation"*
   5.6 Replace, within the text of the clause, *"clause 52(1)"* with "*clause 35(1)*"

Adopted by resolution of the Council of the Town of Victoria Park at the Ordinary Meeting of the Council held on the Nineteenth day of November 2019.

_____
MAYOR

_____
CHIEF EXECUTIVE OFFICER

DRAFT

Adopted for final approval by resolution of the Town of Victoria Park at the Ordinary Meeting of Council held on the Nineteenth day of November 2019 and the Seal of the Municipality was pursuant to that resolution hereunto affixed in the presence of:

_____
MAYOR

_____
CHIEF EXECUTIVE OFFICER

Recommended/Submitted

_____
DELEGATED UNDER S.16 OF PD ACT 2005

Date: _____

Final Approval Granted

_____
MINISTER FOR PLANNING

Date: _____

DRAFT

Date of Adoption: 30 September 1998 Date Amended: Draft Oct 2019

INTRODUCTION

This policy has been prepared further to the Western Australian Planning Commission's (WAPC) *Planning Bulletin 33/2017 – Rights-of-way or laneways in established areas*.

This policy seeks to facilitate the many benefits that can obtained through the use, widening and upgrading of the Town's rights-of-way as part of the private development process. These benefits include:

- The more efficient use and development of properties serviced by rights-of-way;
- The transition of rights-of-way from rear service lane environments to attractive streetscapes lined by building frontages, landscaping and lighting;
- Increased potential to retain original dwellings that contribute to the character of the Town's established residential streetscapes;
- Improved traffic and safety outcomes by reducing the number of crossovers and access points from the primary or secondary street;
- Rear-loading of commercial and mixed use development that enables a continuous building interface and unhindered pedestrian and cyclist movement at street frontages; and
- Increased potential to retain traditional shopfronts such as those found along Albany Highway, which contribute significantly to the character of the Albany Highway commercial strip.

OBJECTIVES

(a) To encourage the use of rights-of-way for sole vehicle access to new development whenever available;

(b) To facilitate improved streetscape outcomes by removing or reducing the number of vehicle crossovers onto the primary and/or secondary street;

(c) To encourage development abutting rights-of-way that provides an appropriate building interface, increases activation and safety, and promotes surveillance;

(d) To ensure development abutting rights-of-way makes provision for the widening of under-width rights-of-way;

(e) To facilitate right-of-way upgrading to an appropriate sealed and drained standard, particularly where subdivision or development occurs that takes access from a right-of-way; and

(f) To ensure appropriate provision for pedestrian access and utility services from the primary or secondary street to a new lot(s) or dwelling(s) that utilise a right-of-way as their main frontage and for vehicular access.

POLICY SCOPE

This policy applies to the development, subdivision and/or amalgamation of properties abutting rights-of-way within the Town of Victoria Park.

DEFINITIONS

Laneway means a narrow local street type without a verge located along the rear and/or side property boundary, typically used in more dense residential areas when smaller lot layouts justify rear garaging, and where alternative vehicle access is needed for lots fronting busy streets or parks.

Right of way means a laneway, private street, or other use of land (not being a public street or road) that provides vehicular access to a development site.

Private right-of-way means the balance of title from a subdivision held in private ownership over which adjacent owners have an implied right of access under Section 167A of the *Transfer of Land Act 1893*.

Public right-of-way means land vested in the Crown under the Transfer of Land Act 1893 for public use. These can be ceded to the Crown on subdivision or amalgamation under Section 152 of the *Planning and Development Act 2005*.

POLICY REQUIREMENTS

1. Vehicle access to be solely provided from right-of-way

    (a) New development on a property abutting a right-of-way is required to gain vehicular access solely from the right-of-way, where the property has a legal right of access to use the right-of-way;

    (b) It is the responsibility of the owner of a property abutting a right-of-way to demonstrate that they have a legal right to take access from the right-of-way;

    (c) Vehicle access to a property via the primary and/or secondary street for development on a property abutting a right-of-way will generally not be supported by the Town, unless significant topographic or site specific circumstances prevent the ability to gain access from the right-of-way, or a legal impediment prevents the ability to gain access from the right-of-way; and

    (d) The presence of an existing crossover(s) providing vehicle access from a primary or secondary street to a property will not be supported by the Town as justification for new development on the property not gaining sole vehicle access from the right-of-way, where access to the right-of-way is possible.

2. Existing developments with access available from a right-of-way

    (a) The relocation of vehicle access provided from a primary or secondary street (along with associated internal driveways, car parking bays and car parking structures) to a right-of-way is strongly encouraged, wherever possible; and

    (b) Where existing development has vehicle access from a primary or secondary street

but adjoins a right-of-way, the existing access may be retained. However, any additional vehicle access shall be provided and located so as to gain access from the right-of-way.

3. Removal of redundant crossovers

   (a) Where a development is to be provided with sole vehicle access from a right-of-way, any existing redundant crossovers from the primary or secondary street shall be removed and the verge and kerbing shall be reinstated to the Town's specifications prior to occupation of the development.

4. Pedestrian access

   (a) Where sole vehicular access via a right-of-way is proposed for residential subdivision and/or development and the lots or dwellings do not have frontage to the public street, then a pedestrian access leg to the public street for visitors, postal, rubbish collection and utility services will be required;

   (b) Where a pedestrian access leg is required, it shall be 1.5 metres in width, except where a site is constrained by existing buildings considered worthy of retention by the Town. In such circumstances the width may be reduced to the extent necessary to allow for retention of the existing building(s) but at no point being less than 1.0 metre in width (Refer Figure 1 below); and

   (c) a minimum 1.0m x 1.0m corner truncation at the intersection of any required pedestrian access leg and the street is to be provided and kept free of obstructions to maintain unimpeded access at all times (Refer Figure 1 below).

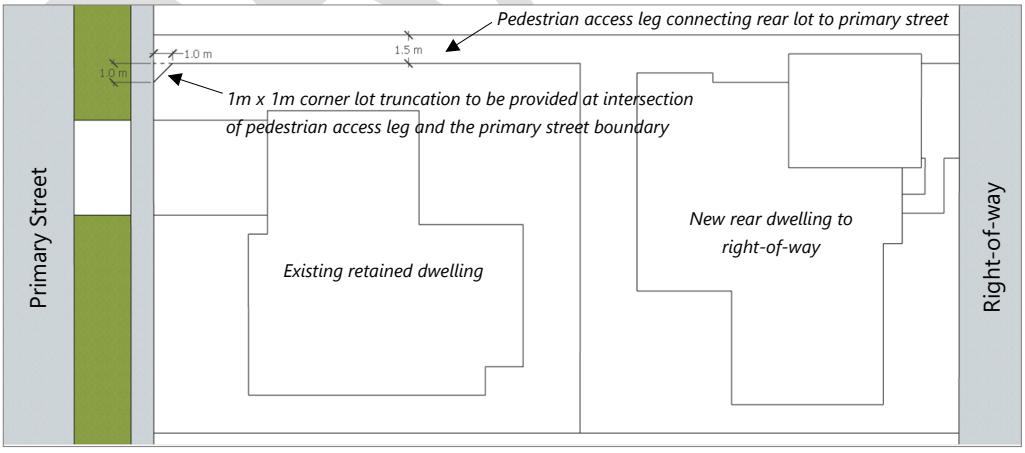


Figure 1: Provision of pedestrian access leg

5. Provision for widening of under-width rights-of-way

   (a) Unless specified to a greater width in an adopted Policy, Design Guidelines or other Council strategy, the Town shall seek the widening and upgrade of the Town's existing rights-of-way to an ultimate width of 6.0 metres;

(b) Widening and upgrading shall generally occur as the properties abutting a right-of-way are developed and/or subdivided by individual property owners, with the land required for the widening of the right-of-way being ceded as Crown land as a condition of freehold (green title) subdivision or amalgamation, survey strata or built strata subdivision approval;

(c) The land required to be ceded by properties abutting a right-of-way shall generally be an area equal to half the required width of widening required for the right-of-way to reach an ultimate width of 6.0 metres, for the full length of the property boundary abutting the right-of-way. This allows for the full widening of the right-of-way to be shared by the properties either side of the right-of-way (Refer to Figure 2 below);

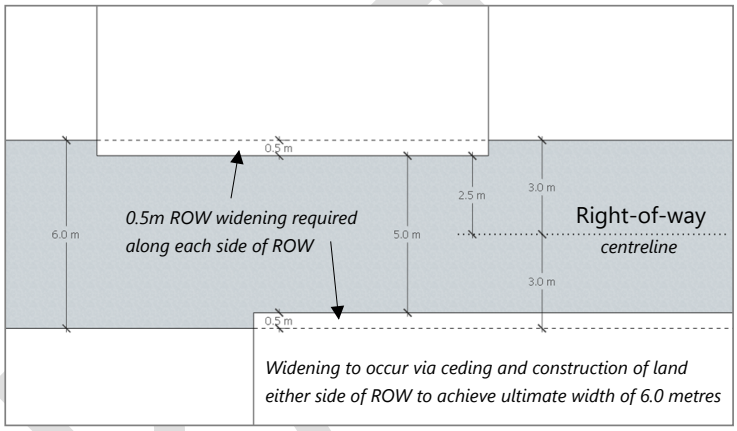


Figure 2: Provision for construction and ceding of land for widening of right-of-way

(d) No new building works, landscaping, fencing or other obstructions are to be located in the area of a property abutting a right-of-way that is required for the widening of the right-of-way.

6. Truncations

(a) Development of properties abutting a right-of-way, including the installation of new or replacement fencing and landscaping, is to make provision for corner lot truncations as follows:

i. a minimum 3.0m x 3.0m corner truncation at the intersection of two rights-of way (Refer Figure 3 below);

ii. a minimum 2.0 x 2.0m corner truncation at the intersection of a right-of-way and a street (Refer Figure 3 below); and

iii. a minimum 1.0m x 1.0m corner truncation at the intersection of a pedestrian access leg and a street (Refer Figure 1 above); and

(b) Provision of truncations shall occur after taking into account any required right-of-way widening, with such areas to be ceded as Crown land as a condition of freehold (green title) subdivision or amalgamation, survey strata or built strata subdivision approval; and

(c) Corner lot truncation areas at the intersection of two rights-of-way are to form part of the widened and constructed right-of-way (including paving, sealing and drainage requirements).

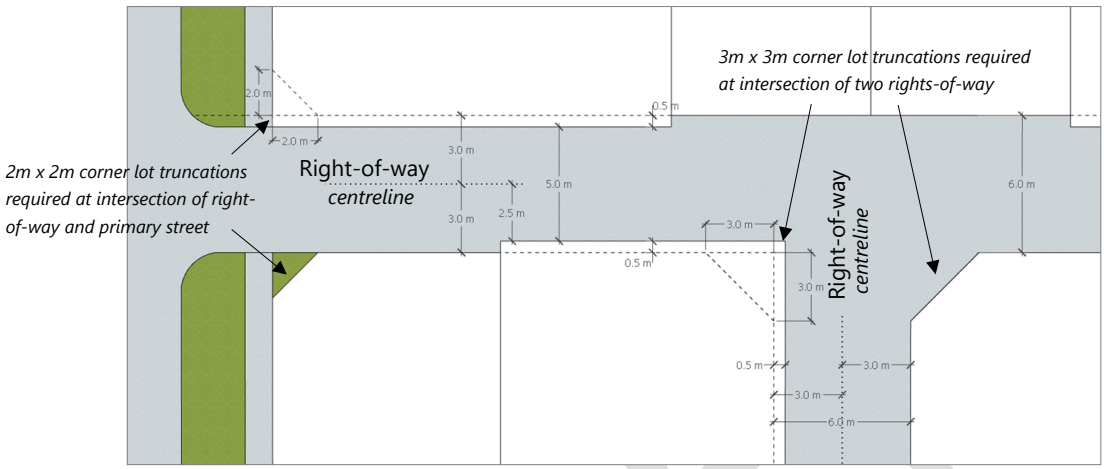


Figure 3: Provision of corner lot truncations

7. Upgrading of rights-of-way

(a) Where a development gains vehicle access from a right-of-way and the right-of-way is subject to a requirement for widening, the area of widening is to be constructed and drained at the owner/applicant's cost to the Town's specifications prior to commencement or occupation of the development; or

(b) Dependent upon the existing construction standard of the right-of-way, and any scheduled upgrading works approved to be carried out to the right-of-way, the Town may impose a requirement for the owner/applicant to make a financial contribution to the Town for the upgrade of the right-of-way in-lieu of construction of the area of land required for widening of the right-of-way.

8. Development of properties abutting unsealed rights-of-way

(a) Where the whole or portion of a right-of-way is unsealed but has no long term prospect for closure (as identified in a Right-of-Way Strategy Plan adopted by Council) due to the fact that it provides essential means of vehicular access to existing development abutting the right-of-way, the owner of the property may be required to make a financial contribution to the future construction and drainage of the right-of-way to an ultimate standard of asphalt or concrete paving, based on a pro-rata contribution;

(b) The pro-rata contribution is to be based on the cost of constructing half the width of the right-of-way which abuts the total length of the common boundary or boundaries of the lot with the right-of-way and the construction will be on a rate per lineal metre of construction as determined by the Town and reviewed on an annual basis; and

(c) Contributions made to the Town in accordance with the above will be held in a designated fund for the construction of rights-of-way and in the interim the Town will undertake to maintain or improve the right-of-way to a serviceable and trafficable standard.

9. Standard of construction of rights-of-way

(a) Where the upgrade or widening of a right-of-way has been authorised, or is required by the Town to be undertaken as a condition of development or subdivision approval, then the construction, sealing, and drainage of the upgraded or widened area of the right-of-way is to be carried out in accordance with the adopted specifications of the Town.

10. Building setbacks

(a) For development on 'Residential' zoned land, building setbacks from an adjoining right-of-way shall be in accordance with the Town's *Local Planning Policy 25 – Streetscape*;

(b) For development on non-residential zoned land, building setbacks from an adjoining right-of-way shall be a minimum of 4.0 metres from the centreline of the right-of-way, but no greater than 7.0 metres from the centreline of the right-of-way where the development takes access from and has an interface with the right-of-way (Refer Figure 4 below); and

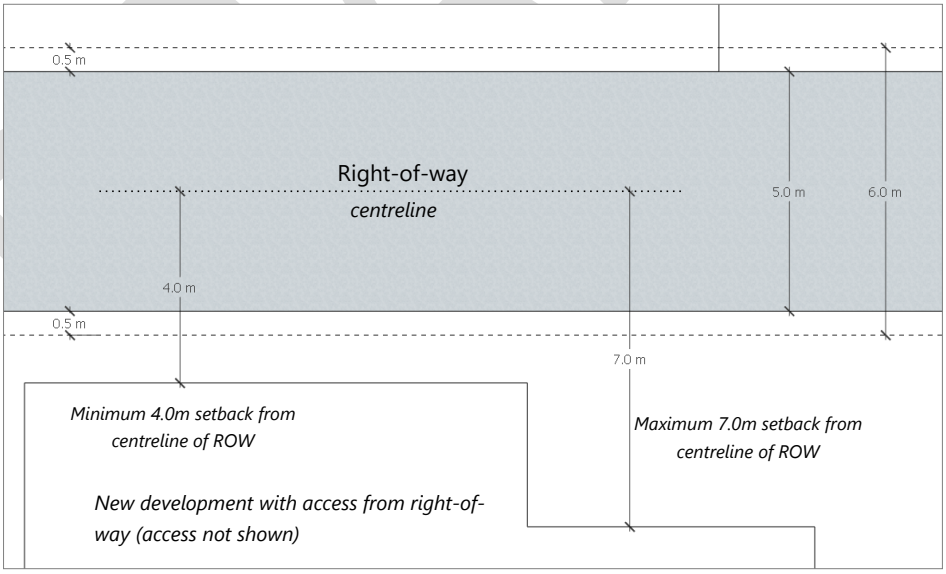


Figure 4: Right-of-way setbacks for development on non-residential zoned land

(c) The provisions contained within location specific Design Guidelines, Precinct Plan development standards or other Council adopted planning instruments for building setbacks from an adjoining right-of-way prevail over (a) and (b) above.

11. Surveillance and building design

(a) The location of visible multi-storey car parking adjacent to a right-of-way is generally

not permitted;

(b) Upper storeys of residential dwellings adjacent to a right-of-way are to provide at least one major opening from a habitable room that provides surveillance and an outlook on to the right-of-way;

(c) Non-residential development adjacent to a right-of-way is required to provide at least one significant window (equivalent in size to a major opening to a residential dwelling as defined by the R-Codes) per 10m of frontage to the right-of-way that provides the opportunity for the development occupants to surveil the right of way; and

(d) Bin stores located adjacent to a right-of-way with residential land opposite should be visually screened, well maintained and managed to limit adverse visual impacts, noise, odour emissions, and pests.

12. Lighting

(a) Lighting for safe access, surveillance and security is to be provided at all points of pedestrian and vehicle access to developments adjacent to a right-of-way;

(b) It is recommended that lighting be provided by fixed, motion-activated lighting devices adjacent to or above pedestrian and vehicle access points; and

(c) Lighting devices are to be designed and positioned to avoid light spill and glare into surrounding private properties.

13. Landscaping

(a) The use of soft landscaping treatments to building frontages and setback areas to the right-of-way is strongly encouraged to soften the appearance of developments and contribute to an attractive streetscape environment;

(b) New development using a right-of-way for primary access is required to provide a minimum of 50% soft landscaping within the building setback area to the right-of-way, excluding areas used for vehicular access (e.g. the internal driveway);

(c) All landscaping is required to be located within the property boundaries and located behind any required right-of-way widening or corner lot truncation areas;

(d) Landscaping is permitted within sightline areas provided it is maintained to less than 0.75m in height; and

(e) Landscaping of non-residential car parking areas is to be provided in accordance with the Town's *Local Planning Policy 23 – Parking Policy*.

14. Fencing, gates and retaining walls

(a) All fencing, gates and retaining walls (including their footings) are required to be located wholly within the property boundaries and located behind any required right-of-way widening or corner lot truncation areas;

(b) Fencing and gates to residential properties are to be designed in accordance with the requirements of the Town's *Local Planning Policy 25 – Streetscape*;

(c) Fencing to non-residential development adjacent to a right-of-way should be suitably designed to provide appropriate access, privacy, safety and security, whilst maintaining adequate levels of passive surveillance (minimum 50% visually permeable) and having a visually interesting appearance; and

(d) Areas of solid walls or screening visible from the right-of-way should be of high quality materials and be articulated/visually interesting. Soft landscaping should also be used to reduce the visual dominance of solid portions of walls or fences and soften their appearance from the right-of-way.

15. Visual sightlines and vehicle manoeuvring

(a) A minimum 1.0m x 1.0m visual sightline truncation to be provided at the intersection of a wall or fence with a vehicle driveway or vehicle entry point to a development accessed from a right-of-way (Refer Figure 5 below).

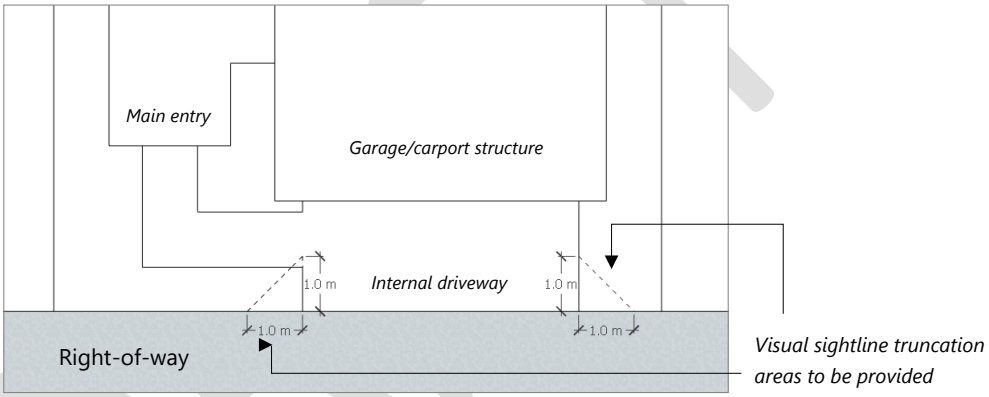


Figure 5: Visual sightline truncation areas

(b) Structures may be permitted within the sightline truncation area provided that:

i. the structure has a maximum height of 750mm, or 600mm in the case of a solid portion of wall/fence; or

ii. is a fence with wrought iron (or similar) open style infill incorporating one pier (not higher than 2.0m) not exceeding 350mm x 350mm; or

iii. is a fence with pickets or horizontal rails with gaps equal to at least the width of the picket or horizontal rail

(c) Developments provided with vehicular access from a right-of-way shall be designed to ensure sufficient reversing and manoeuvring area for vehicular access/egress to the satisfaction of the Town (as per Australian Standard AS2890). Generally, a minimum manoeuvring distance (i.e. reversing aisle) of 6 metres between a car parking bay or car parking structure and any other obstruction/property boundary on the opposite side of the right-of-way (e.g. a light pole or fence on opposite side of right-of-way) is required.

16. Development approval conditions

(a) Where a development gains vehicle access from a right-of-way and/or the right-of-way is subject to a requirement for widening, the Town may impose conditions on any development approval to ensure compliance with the requirements of this policy, including the:

i. setting back of all building works and development (including fencing) to ensure adequate provision for the unobstructed widening of the right-of-way, inclusive of any required corner lot truncations;

ii. the removal of any redundant crossovers and reinstatement of the verge to an appropriate standard;

iii. the construction and drainage of the required area of widening of the right-of-way, inclusive of any required corner lot truncations; and

iv. the construction and drainage of any required pedestrian access legs connecting the development to the primary or secondary street.

17. Built strata subdivision approval conditions

(a) When considering an application for built strata subdivision for a property abutting a right-of-way, the Town may impose conditions on its approval to ensure compliance with the requirements of this Policy, including the matters listed under clause 16 above, as well as:

i. the ceding of land free of cost as Crown land for the purposes of widening the right-of-way, inclusive of any required corner lot truncations; and

ii. the owner/applicant making a financial contribution to the Town in lieu of construction of the area of land required for widening of the right-of-way, where considered appropriate by the Town as per Clause 7(b) of this Policy.

18. Freehold subdivision/amalgamation and survey-strata subdivision approval conditions

(a) When considering an application for freehold (green title) subdivision or amalgamation, or survey strata subdivision of a property(ies) abutting a right-of-way, the Town will recommend that the WAPC impose conditions on any approval to ensure compliance with the requirements of this Policy, including the matters listed under Clauses 16 and 17 above.

Date Initially Adopted :	Former Policy 3.10 'Vehicular Access to Dwellings Via a Right-of-Way' adopted 30 September 1998
Date(s) Amended:	1. Amended to Policy 3.10 'Vehicle Access to Properties Via a Right-of-Way' as part of Amendment No. 4 to Town Planning Scheme No. 1 gazetted 4 May 2001. 2. Adopted as Local Planning Policy 7 at Ordinary Council Meeting 9 February 2016. 3. Amended by Council resolution at Ordinary Council Meeting *dd month year*.

LOCAL PLANNING POLICY 7 VEHICLE ACCESS TO PROPERTIES VIA A RIGHT-OF-WAY

1. AIM

Determination of the circumstances under which the Council may permit or require vehicle access to be provided to a property via a right of way.

2. POLICY

i. Approval will be granted for vehicular access to a lot adjoining a right-of-way provided

ii. The property has legal access to the right-of-way and the onus is upon the applicant to demonstrate that legal access exists;

ii. The status of the right-of-way is such that :

a) the whole or portion of the right-of-way already asphalt or concrete paved and drained from a street up to and along the rear of the property (as identified in the Right-of-Way Strategy Plan as adopted by Council); or

b) the whole or portion of the right-of-way is to be paved and drained by Council in the current financial year and in the interim right-of-way is trafficable by a two wheeled drive vehicle; or

c) the whole or portion of the right-of-way is unsealed but has no long term prospect for closure (as identified in a Right-of-Way Strategy Plan as adopted by Council) due to the fact that it provides essential means of vehicular access to existing development abutting the right-of-way. The applicant/owner of the property is required to make a financial contribution to the future construction and drainage of the right-of-way to an ultimate standard of asphalt or concrete paving, based on a pro-rata contribution. The pro-rata contribution is to be based on the cost of constructing half the width of the right-of-way which abuts the total length of the common boundary or boundaries of the lot with the right-of-way and the construction will be on a rate per lineal metre of construction determined by Council's Street Life Business Unit and reviewed on an annual basis.

"(the contributions made will be held in a designated fund for the construction of rights-of-way and in the interim Council will undertake to maintain or improve the right-of-way to a serviceable and trafficable standard)."

Where an application is made for vehicular access to a lot adjoining a right-of-way and that right-of-way or portion of right-of-way is currently the subject of closure action or potentially could be closed at some time in the future (as identified in a Right-of-Way Strategy Plan adopted by Council) the application is to be referred to Council for determination and part of Council's assessment to determine whether access should be permitted will involve consultation with all the owners/occupiers of land abutting the right- of-way.

Town of Victoria Park



HIGGINS PARK MASTERPLAN

Project Business Case

WE'RE OPEN
VIC PARK

Higgins Park Master Plan Business Case - Document History

Document Revisions

Proposal Author	Release Date	Reason for Changes	Version #	Rev Approval
Pierre Quesnel		<original>	**BC0.1**	

Version #	Release Date	Summary of Changes (since previous version)
Draft BC0.1*		<original>

Approval Authority Position	This document requires the following approvals:
David Doy, Manager Place Planning	
Ben Killigrew, Chief Operations Officer	

Distribution History

This document has been distributed to:

Name	Position	Bus Unit	Distribution Date	Distributed Version #
<recipient's name>				

Electronic document source file is located at	<TRIM CUP reference>

NOTES:	• *Draft versions to be numbered "D0.1", "D0.2", etc.* • *Accepted Releases should be version numbered "1.X".* • *As a printed draft this copy is only valid on the day it was printed.*

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1.0 Executive Summary

This business case will analyse and set out options for the 'Higgins Park Master Plan' project. The project was identified as one of the top five key priority projects by Elected Members during recent planning for the Long Term Financial Plan.

2.0 Strategic Objectives

The project will be motivated by delivery of the following Strategic Community Plan Objectives:

Civic Leadership	
Strategic outcome	Intended public value outcome or impact
CL01 – Everyone receives appropriate information in the most efficient and effective way for them	Communication and engagement through very direct style with one on one conversations rather than survey questions.
CL02 - A community that is authentically engaged and informed in a timely manner.	Authentic engagement with key stakeholders especially sporting groups and local community
CL03 - Well thought out and managed projects that are delivered successfully.	Allowing an improved outcome through a coordinated plan for the site rather than ad hoc facility upgrades.
CL06 - Finances are managed appropriately, sustainably and transparently for the benefit of the community.	Improved efficiency and optimised usage to ensure maximum social return and economic sustainability from this town asset.
CL08 - Visionary civic leadership with sound and accountable governance that reflects objective decision-making.	Master Plan that follows a thorough Needs Assessment Project to ensure scope is based on contemporary, objective information.

Economic	
Strategic outcome	Intended public value outcome or impact
EC02 - A clean, safe and accessible place to visit.	Higgins Park services district level formal recreational needs and must be of a high quality to ensure positive visitor experience.

Environment	
Strategic outcome	Intended public value outcome or impact
EN05 - Appropriate and sustainable facilities for everyone that are well built, well maintained and well managed.	A successful master plan will ensure efficiency and maximum recreational value is obtained from the resources dedicated to the facilities.

EN06 - Appropriate, inviting and sustainable green spaces for everyone that are well maintained and well managed.	A Higgins park that is a major attractor, playing a significant role in the lives of the community
EN07 - Increased vegetation and tree canopy.	Explore opportunities to increase the tree and vegetation in the park to the benefit of both the park experience and the wider environment.

Social	
Strategic outcome	Intended public value outcome or impact
S01 - A healthy community.	Facilitate an active lifestyle for members of the Victoria Park community through the provision of high quality recreation opportunities.
S03 - An empowered community with a sense of pride, safety and belonging.	Involvement of the community and sporting clubs in the master plan design process to influence the outcomes of facilities to create a high quality recreation precinct that they are proud of and promote to visitors from outside the community.

The project will also seek to achieve the following project objectives:

- Optimise regional active recreation opportunities on the site;
- Enhance and provide passive recreation amenity to the local community;
- Make public open space and Town assets work for the community;
- Align with and deliver on objectives of the Public Open Space strategy.

3.0 Rationale

3.1 Background

Higgins Park, in East Victoria Park near the St James border, has played a significant role in the provision of sporting and recreational amenity to the local community for many years. Listed in the Municipal Heritage Inventory it has historic and social significance. The recreation program on the site has developed and is now considered one of the town's main centres for formal sports.

Given Higgins Parks' large land size and key role as a home for formal sport and recreation in the Town, consideration is now being given to the future direction of the Park, including the neighbouring Playfield Reserve. The Town will examine the opportunities to maximise and modernise the recreational offering of Higgins Park.

3.2 Site Information

Higgins Park, Fred Bell Drive and Playfield Reserve (the site) form an eight hectare parcel of Public Open Space situated within residential East Victoria Park near its southern border with St James. The site is regarded as one of the Town's main formal sporting facilities as well as a key amenity for the

local community.

Figure 1: Site Boundary



The site includes the Victoria Park Returned Services League Branch and a small public open space named Playfield Reserve in the northern portion of the site. Centrally located is the tennis club and football club rooms. A large southern portion of the site consists of open turf playing fields.

Recently the Victoria Park Croquet Club has relocated to the site and is co-located with the tennis facilities.

3.3 Planning Context

3.3.2 Town of Victoria Park Town Planning Scheme No.1

The Town Planning Scheme defines the portion of land west of Fred Bell Parade (Higgins Park) as Parks and Recreation and the land east of Fred Bell Parade as Civic Use. Aside from the adjacent portion of land zoned Primary School (Millen Primary) the site is surrounded by residential land use.

Figure 2: Town of Victoria Park Town Planning Scheme No.1 – Land Use Map



The site is subject to the provisions contained in Planning Precinct P12. This Precinct P12 has a predominantly residential land use characterised by mainly low density single dwellings. Higgins Park is one of the largest areas of Public Open Space within this precinct and has an important role servicing the recreational needs of local residents as well as the broader community.

3.3.2 Town of Victoria Park – Towards 2050 – Local Planning Strategy (Draft, 2018)

In July 2018 a Draft Local Planning Strategy (Draft LPS) was endorsed by Council which will influence the future planning framework for the site.

The Draft LPS includes the following action:

> "Action 8.4 – Develop master plans for Town reserves identified in the Sports and Recreation Facilities Strategy." (page 11, Town of Victoria Park).

The Draft LPS explains that the Town's population is expected to grow and that much of the future housing is expected to be in a more compact form than is presently the case, making the site an important public open space asset.

> "As apartments with balconies and small courtyards rather than the traditional spacious

backyards become more common, access for residents to attractive and functional POS will become increasingly important." (page 92, Town of Victoria Park).

3.3.3 Town of Victoria Park Social Infrastructure Plan – (not adopted) 2017

Higgins Park has been considered within the Social Infrastructure Plan, which was received but not adopted by Council in 2017 with a specific recommendation to:

"R63: Develop a Master plan of Higgins Park to include:

- Dual use and potential integration of pitch space with Millen Primary School.
- Enhanced playing pitch provision through the re-alignment of the cricket ovals to provide two pitches and closer alignment to clubroom; reticulation upgrade / resurfacing and establishment of management plan to ensure pitch carrying capacity is maintained.
- Upgrade and increase the floodlighting of main playing oval to increase capability of evening training and matches.
- Explore opportunities to initially collocate Tennis and Football Club's into one multi-purpose clubroom buildings.
- Liaise with Higgins Park Tennis Club in regard to amalgamating with the South Perth Tennis Club or others." (pg 67, Town of Victoria Park, 2017)

Although not adopted by Council, the recommendations from the Social Infrastructure Plan provides the basis for a useful scope of works for a Recreational Needs Assessment of the site (explained in detail in Section 3.3.5 below). This Recreational Needs Assessment will include detailed options for a future master plan scope should Council wish to proceed with a master plan for the site (See Option 1 in Section 4.1 below).

3.3.4 Town of Victoria Park Sport and Recreation Facilities Strategy (not adopted - 2013)

The current and future role of the site was explored in relation to the broader recreational offering of the Town in the Sport and Recreation Facilities Strategy (2013).

This strategy was received, but not adopted by Council in 2013.
Key references to the site include:

"The Town need to determine whether ongoing investment will ultimately achieve a viable tennis club at Higgins Park. The Higgins Park Business Plan indicates that the club does not have a sustainable future without subsidy, merging with another tennis club and decommissioning of courts" (pg 17, Town of Victoria Park, 2013).

"Usage of the Town of Victoria Park Reserves: During the summer months the reserves which are operating at or near capacity are Carlisle and Harold Rossiter Reserves mainly due to the high level of cricket activity. During these months significant spare capacity appears to exist at Fraser Park, Higgins, JA Lee Reserve and Parnham" (pg 25, Town of Victoria Park, 2013).

"During the winter months it appears that Harold Rossiter, Higgins and Raphael Park operate at or near capacity. The remaining reserves appear to have significant capacity for expanded use" (pg 26, Town of Victoria Park, 2013).

Key recommendations relating to the site include:

> "Recommendation 3: Hockey: The need for an additional synthetic turf pitch to facilitate the growth of Perth Xavier Hockey Club has not yet been proven. Opportunities exist in the short term to continue to use Curtin University for competitive matches and to undertake a detailed needs and feasibility study to determine whether Higgins Park can accommodate the Perth Xavier Hockey Club from 2018 onwards.
>
> Recommendation 4: Develop a Master plan of Higgins Park to include:
> - Dual Use and potential integration of pitch space with Millen Primary School.
> - Enhanced playing pitch provision through the re-alignment of the cricket ovals to provide two pitches and closer alignment to clubroom; reticulation upgrade / resurfacing and establishment of management plan to ensure pitch carrying capacity is maintained.
> - Upgrade and increase the floodlighting of main playing oval to increase capability of evening training and matches.
> - Explore opportunities to initially collocate Tennis and Football Club's into one multi-purpose clubroom buildings.
> - Liaise with Higgins Park Tennis Club in regard to amalgamating with the South Perth Tennis Club or others."
>
> (pg 8, Town of Victoria Park, 2013)

The Sport and Recreation Facilities Strategy provides past context and understanding from 2013.

A Recreational Needs Assessment currently being undertaken for the site will bring a contemporary context to the examination of the considerations and recommendations provided in the Sport and Recreation Facilities Strategy.

The Sports and Recreation Facilities Strategy (2013) was not adopted by Council and therefore the above recommendations do not form the basis for future action. Should Council wish to proceed with a Master Plan (See Option 1 below) then the scope of this Master Plan will be informed by the preferred option of Council from the Recreational Needs Assessment identified above and explained in Section 3.3.5 below.

3.3.5 Higgins Park Recreational Needs Assessment (currently being prepared – 2019)

To ensure the broader formal sporting and local community amenity functions of the site are maximised a Recreational Needs Assessment is currently being prepared. It is anticipated this body of work will provide the Town with contemporary information upon which to base decisions affecting the future of the reserve along with providing justification and scope for any future upgrade works required to enable an optimisation of the park's potential community benefit.

The Recreational Needs Assessment is anticipated to be completed by August 2019.

The Recreational Needs Assessment will generate a number of options for Council. These options

will likely include a series of combinations of tenants (existing and new), each requiring their own bespoke master planning response. Should Council choose to proceed with Option 1 in Section 4.1 from this business case, then the Town would present the options from the Recreational Needs Assessment for Councils determination and it will be Council's preferred option that would inform a future master plan.

A number of stakeholders with interests in the site or in recreation within the town have been identified and will be included in the Recreational Needs Assessment. These include (but are not limited to):

- Higgins Park Tennis Club
- Victoria Park Raiders Football Club
- Victoria Park Croquet Club
- Millen Primary School
- Victoria Park RSL Branch
- South Perth Junior Cricket Club
- Carlisle Cricket Club
- Victoria Park Bowls Club
- Perth Football Club
- Victoria Park Panthers Hockey Club
- Victoria Park Carlisle Bowls Club
- West Coast Eagles Football Club

3.3.6 Long Term Financial Plan

During the recent planning process for the Long Term Financial Plan (LTFP), consideration was given to the inclusion of a series of major new projects, services and facility upgrades to be included in the Plan. Elected Members undertook a priority process to determine the future focus of the projects, however the projects were not scoped in detail and public engagement had not occurred therefore no additional major initiatives were included.

As the projects were considered to have a lack of detailed scope and engagement to be included in the LTFP, Elected Members requested the top five priority projects have business cases prepared to determine the best approach to delivery. The 'Higgins Park Master Plan' project was included in the list of the top five priority projects to have Business Cases submitted to Council for consideration by 30 June 2019. This Business Case will seek to provide a range of options that involve significant community engagement to ensure the long term future for the precinct is developed, driven and owned by the community.

3.4 Current Site Facilities & Services

The Town currently operates and leases a number of on-site buildings for various purposes. All of the facilities not operated by the Town are operated on season hire agreements. These include:

J.J. Higgins Pavilion	Leased to the Higgins Park Tennis Club who manage the facility. The Victoria Park Croquet club have recently relocated and are utilising the pavilion.
Higgins Park Club Rooms	Seasonal hire agreement and available for public bookings. In winter the clubrooms are booked by VP Raiders JFC. In summer the clubrooms are not used but change rooms are used Carlisle Cricket Club and South Perth Cricket Club. Neither Cricket clubs use Higgins Park as a home base but as spill over home grounds from their main home location.
RSL - Victoria Park branch	The facility is owned by the town and leased to the RSL – Victoria Park Branch.
Southern Ovals	Seasonal hire agreement and available for public bookings Winter VP Raiders JFC, summer Carlisle CC and SP CC (both use the ground as spill over). Schools do book the ovals sometimes.
Playfield Reserve	Is underutilized for bookings and general public use. It is only booked for RSL overflow parking on Anzac day.
Grass Courts	Leased to, and operated by the Higgins Park Tennis Club
Hard Courts	Leased to, and operated by the Higgins Park Tennis Club
Cricket nets	Two cricket nets are located adjacent the Ovals
Pavilion	A small pavilion is located near the playground.
Playground	A small playground is located near the football club rooms.

4.0 Options & Justification

The Town has prepared three (3) business options for consideration for the 'Higgins Park Master Plan' project, these include:

- **Precinct Master Plan (recommended option)** – An overall planning project to co-ordinate and maximise recreational land use and community benefit of the precinct;
- **Local Amenity upgrade plan** – Plan and deliver minor upgrades focused on the increase in the provision of local amenity and informal recreation opportunities (formal sports configuration and capacity maintained); and
- **Do Nothing** – A continuation of the current state of reserve optimisation and formal and informal recreational amenity provisional.

The three business options are analysed in detail below.

4.1 OPTION 1: Master Plan (Recommended Option)

4.1.1 Option Summary

The preferred option for the 'Higgins Park Master Plan" project is to deliver a Master Plan for the project area to determine and guide the long term uses within the site and future development to meet the needs of Victoria Park's future population.

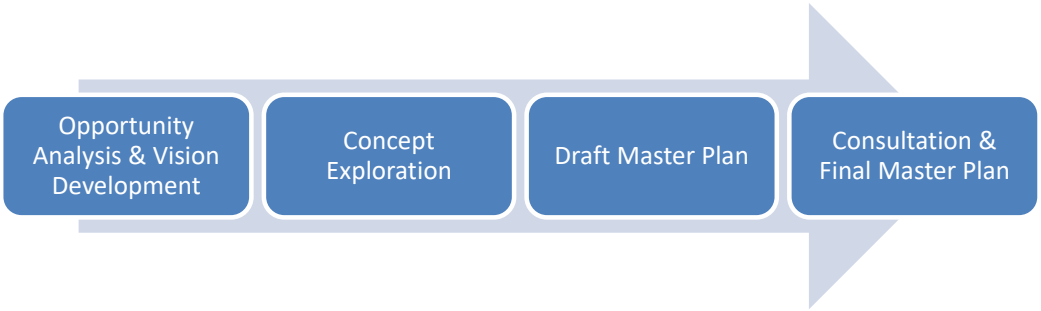
The scope and objectives of the Higgins Park Master Plan will be defined by the Higgins Park Recreational Needs Assessment (currently in process and explained in Section 3.3.5).
The project will focus on the future recreational needs of the community and the ability for a Higgins Park sporting precinct to meet a portion of this need. The potential of the site will be explored and considered in the context of delivering a 'balanced outcome' (local amenity and formal sporting opportunities) that benefits rather than burdens community members in close proximity to Higgins Park.

As identified in Section 3.2 the site area includes all facilities and reserves within the boundary of Hillview Terrace, Creaton Street, Devenish Street and Playfield Street, which includes Higgins Park, Playfield Reserve and Fred Bell Drive. In addition it will explore opportunities for sharing of facilities with Millen Primary School.

The process to develop a master plan will allow for a range of conceptual options to be explored and analysed by the Town, relevant stakeholders and community members. The concept options will reflect on how the reserve will respond to the community's future needs. The process will include a significant range of community engagement activities to ensure all levels of stakeholders are effectively engaged to contribute to the future vision of the site.

The master plan document produced from this process would be a strategic planning guide and will seek to inform implementation stages and facility upgrades. These future elements can be delivered

in stages and individually planned and delivered through the Town's Project Management Framework.
The overview process to deliver the master plan is outlined below:



Opportunity Analysis and Vision Development
Multiple forms of analysis and early engagement is required to ensure the vision and design development is based upon the realities of the current physical and social context of the reserve, its users and surrounding community. Opportunities identified through this analysis process will guide the design process and vision development.

In developing a master plan for the future of the reserve, it is essential to produce a vision which describes the improvements that can be achieved and reflects the needs of the community as a whole. The vision may also be used to guide design themes within the Master Plan to ensure linkages to the community needs through the document to delivery activities. Both opportunities and the vision will be developed with contribution and guidance from the community via varied engagement techniques.

Concept Exploration
Based on the outcomes from the opportunities analysis and vision development and outputs from the Higgins Park Recreational Needs Assessment concepts will be developed, analysed and collaboratively workshopped with community, Town staff, Elected Members and stakeholders to determine the preferred components of the concepts.

Draft Master Plan
Feedback and comments received from the concept exploration process will inform the creation of an agreed master Plan. This Draft master plan will be further examined and workshopped to refine the draft master plan into a cohesive shared preference for the site.

Consultation & Final Master Plan
Once the draft master plan has been reviewed and approved, further community consultation via public comment will be conducted for broad reach engagement and feedback. Any amendments required will then be finalised in the final master plan document.

The final master plan document will include estimated costs and staging involved in the

implementation of the master plan and the delivery of the project vision.

4.1.2 Benefits

The delivery of a Master Plan has the following benefits:

- An endorsed vision for the precinct to guide future decisions regarding the site;
- Council would obtain a plan that coordinated various sporting facilities and local community amenity into a cohesive precinct level plan;
- Council would better understand the needs and aspirations of both the local community and the sporting groups utilising Higgins Park;
- Council would better understand the capacity of the site and maximise the potential of this significant asset to contribute to the Town of Victoria Parks recreational needs.
- Council would better understand an implementation pathway for the delivery of upgrades to Higgins Park.
- Council would better understand the associated costs and budget implications of upgrades to recreational facilities at Higgins Park
- Council can define future detailed design and construction projects to achieve the overall vision of Higgins Park.
- Sporting groups would have clarity on the future of the Town of Victoria Park facilities they depend upon which can inform their own planning activities.
- Council and Administration would have a clearer platform to advocate for support and funding from State and Federal Government.

4.1.3 Dis-benefits

The following dis-benefits could be attributed to delivery of a Master Plan:

- A commitment to deliver a master plan prior to receiving the recommendations of the Recreational Needs Assessment assumes certain outcomes of the assessment.
- If small scale, localised upgrades are found to be required a Master Plan may not be required and a detailed design and construction exercise could achieve this outcome.
- Commitment to a Master Plan process could affect the relationship between the town and its local sporting groups through concerns around "forcing out" existing users of the Park.
- A Master Plan process could potentially raise community expectations without immediate financial means of executing the project.
- The notion of a master plan project may cause concern with adjacent residents and develop opposition to any park upgrades.
- Detailed costings for long term financial planning will not be available until the master plan is complete.

4.1.4 Time

An overview of the project delivery timeline is provided below:

August 2019	Recreational Needs Assessment completed and Final report submitted to the Town of Victoria Park

August/September 2019	Report to Council outlining the options presented in the Recreational Needs Assessment
September 2019	Council determines preferred option to be used as basis for a master plan of Higgins Park.
September 2019	Higgins Park Project tender process commences based on a scope informed by the Recreational Needs Assessment
October 2019	Consultant appointed and Higgins Park Master Plan Projects commences
November 2019	Stage 1 Completed - Opportunities and Directions analysis, Vision development
February 2020	Stage 2 Completed - Concept Exploration
March 2020	Stage 3 Completed – Draft Master Plan
April 2020	Master Plan presented to council for endorsement and public comment period
May 2020	Master Plan report presented to council for adoption.

4.1.5 Cost

Cost estimates for this option are associated with the appointment of a consultant to undertake the master plan project and the additional costs associated with communications and engagement activities. It is anticipated that this project can be initiated and completed within the 2019/2020 budget year.

The cost estimate for this option has been listed below and submitted as a budget request as part of the 2019/20 budget process.

Higgins Park Master Plan project budget	
Consultancy	$45,000
Communications and Engagement	$5,000
Total	**$50,000**

Capital costs associated with the implementation of this option will be known at the completion of the recreational needs assessment to an E50 (%50 variation) level. This order of magnitude cost estimate will be established by November 2019 in time for inclusion of this figure into the Long Term Financial Plan.

Further cost analysis will be conducted as part of the Master Plan Project and will inform the implementation plan and refine the Long Term Financial Plan figure to a level of increased accuracy.

4.1.6 Major Risks

The major risks associated with delivering this option are listed below:

ID	Risk Description	Risk Type	Impact	Likelihood	Risk Rating	Mitigation
1	Concern and opposition from existing user groups and local community	Reputational	Major	Possible	Moderate (9)	Significant levels of community engagement are required throughout the master plan design process.
2	That the Recreational Needs Assessment recommends actions that do not require a master plan	Reputational	Minor	Possible	Moderate (6)	Through the process of the council receiving the needs assessment recommendations any significant impact on the master plan project will be immediately identified and communicated to council.
3	Delayed outputs of informing projects delays this project. This could push the master plan project across two financial years.	Reputational	Moderate	Possible	Moderate (9)	Recreational Needs assessment will require strict adherence to deadlines. Cross over of staff for both projects so awareness of impacts.

4.1.7 Project Management Team Structure

The project management team roles and responsibilities are defined as per the Project Management Framework. The suggest project team for the implementation phase of this option is listed below.

Project Role	Title	Name	Commitment
Corporate	Project Oversight	C-Suite	Oversight
Project Executive	Chief	Chief Operations Officer	Chair – Project Board
Project Manager	Place Planning	Place Leader East Victoria Park	Project Board
Senior User	Place Planning	Manager Place Planning	Project Board
Senior Supplier	*This person represents the project suppliers	External Planning Consultant	Project Board
Subject Matter Expert	Strategic Projects Officer	Strategic Projects Manager	Project Team Member
Team Manager	Assets	Coordinator Strategic Assets	Project Team Member
Team Manager	Parks	Manager Infrastructure Operations	Project Team Member
Team Manager	Engineering	Manager Technical Services	Project Team Members

Team Manager	Stakeholder Relations	Manager Stakeholder Relations	Project Team Member
Team Manager	Business Services	Manager Business Services	Project Team Member
Team Manager	Community	Manager Community	Project Team Member

Additional Team Managers or Subject Matter Experts may be added along the project lifecyle.

4.1.8 Outputs

This option will deliver the following outputs:

1. An adopted vision for the future of Higgins Park that cohesively balances the provision of local amenity and district level formal sports.
2. A master plan to guide delivery of well-coordinated recreational facilities to maximise the potential of Higgins Park
3. An implementation plan to guide the delivery of the individual activities and/or projects which will deliver the Master Plan and Vision; and
4. Detailed costings to inform long term financial planning for the precinct.

4.2 OPTION 2: Local Amenity Upgrade Plan

4.2.1 Option Summary

This option would involve the delivery of a small scaled design project focused on the enhancement of the site's amenity and functionality for the local community. The project would involve the concept design, detailed design and construction documentation of either a small area such as Playfield Reserve or be focused on a specific element such as a playground or mountain bike pump track. Formal sporting facilities would not be included in the project and would remain at current capacity and condition.

4.2.2 Benefits

The following dis-benefits could be attributed to the delivery of a local amenity upgrade:

- Certain areas and elements within the Higgins park site are in poor condition and in need of improvement. This option would focus on these areas and elements and provide the fastest process for their upgrade. A project could potentially focus on of the following (but is not limited to):
    - Playground upgrade to Higgins Park;
    - Playground upgrade to Playfield Reserve;
    - Tree planting on site perimeter;
    - Provision of new informal recreation opportunity, for example a pump track, skate park, basketball court, frisbee golf, exercise nodes, etc.;
    - Improved access and pathways circumnavigating the park; and
    - Eco zoning introducing native garden beds to specific perimeter areas.

- This option could provide built upgrades within a short timeframe to the immediate benefit of the surrounding community.

4.2.3 Dis-benefits

The following dis-benefits could be attributed to delivery of a local amenity upgrade:

- Option 2 would provide amenity to the local community however would not address the project objectives regarding the optimisation of formal recreation at Higgins Park. A number of considerations would remain unaddressed including:
    - Optimisation of underutilised Playfield reserve
    - Explore potential to increase recreational usage on site with the addition of facilities for:
        - Victoria Park Carlisle Bowls Club
        - Victoria Park Panthers Hockey Club
    - Explore potential expansion or reconfiguration of facilities for
        - Higgins Park Tennis Club
        - Victoria Park Raiders Football Club
        - Victoria Park RSL Branch
        - South Perth Junior Cricket Club
        - Carlisle Cricket Club
        - Victoria Park Croquet Club
    - Explore potential opportunities to utilise Millen primary school site

- Adopting a fragmented approach to the design and delivery of future upgrades will deny the opportunity to create a cohesive precinct wide plan in which the various elements, functions and connections are carefully planned to function collaboratively to create a high quality recreation precinct. The sharing of facilities would be difficult to conceive without an overall master plan to guide such efficiencies. For example a single high quality playground could be proposed and located within a higher level master plan to be used by patrons of multiple facilities eg RSL, Football Clubs, Tennis Club.

- The opportunities for future re-configuration of the facilities would also be restricted if local amenity upgrades occurred prior to a later master planning project. The master plan process would have to account for the recent upgrades as a requirements to retain therefore the design and potential opportunities modified accordingly.

4.2.3 Time

An overview of the project delivery timeline is provided below:

August 2019	Recreational Needs Assessment completed and Final report submitted to the Town of Victoria Park
September 2019	Higgins Park Local Amenity Upgrade Design Project tender process commences some influence on the scope from the Recreational Needs Assessment
October 2019	Consultant appointed and Design Project commences
December 2019	Stage 1 Completed - Concept Design and consultation

February 2020	Stage 2 Completed - Detailed Design
March 2020	Stage 3 Completed – Construction tender documentation set
April 2020	Design presented to council for endorsement and budget advocacy / allocation.
May 2020	Construction Tender process
June 2020	Construction commences
September 2020	Construction completion

4.2.4 Cost

Cost estimates for this option are associated with the appointment of a consultant to undertake the design and documentation and the additional costs associated with communications and engagement activities. It is anticipated the design and documentation component can be completed within the 2019/2020 budget year with the construction component initiated and completed in the 2020/2021 financial year.

The cost estimate for this option has been listed below however it has not been submitted in the budget request. It is expected the 2019/20 budget for Option 1 and 2 would be similar. It is difficult to provide an accurate figure for this option as the scope of the design is undetermined. Below is an order of magnitude figure for a small scale design and documentation project eg for a playground area, pump track etc.

Higgins Park Master Plan project budget	
Consultancy	$35,000
Communications and Engagement	$5,000
Total	**$40,000**

4.2.5 Major Risks

The major risks associated with delivering this option are listed below:

ID	Risk Description	Risk Type	Impact	Likelihood	Risk Rating	Mitigation
1	Lack of resolution of the overall future of the sporting facilities. This could leave user groups frustrated and impact their long term planning.	Reputational	Moderate	Likely	High (12)	Communicate with the user groups the intentions and motivations of the town. Explain that the site is already at formal recreation capacity.

2	No exploration of adding Bowls or Hockey facilities to the site. This would have a direct impact on the John Macmillan precinct plan project (bowls) and the long term issues involving the Hockey facility.	Reputational	Moderate	Almost certain	High (15)	Communicate the intentions and motivations of the town. Explain that the site is already at formal recreation capacity. Inform the John Macmillan Precinct plan project to retain bowls facility.
3	Continue and instil a tradition of fragmented upgrades to the Park leading to poor coordination between the different facilities and their functions.	Reputational	Moderate	Almost certain	High (15)	Careful consideration and engagement with user groups required when planning the upgrade.

4.2.6 Project Management Team Structure

The project management team roles and responsibilities are defined as per the Project Management Framework. The suggest project team for the implementation phase of this option is listed below.

Project Role	Title	Name	Commitment
Corporate	Project Oversight	C-Suite	Oversight
Project Executive	Chief	Chief Operations Officer	Chair – Project Board
Project Manager	Place Planning	Place Leader East Victoria Park	Project Board
Senior User	Place Planning	Manager Place Planning	Project Board
Senior Supplier	*This person represents the project suppliers	External Planning Consultant	Project Board
Subject Matter Expert	Strategic Projects Officer	Parks Project Officer	Project Team Member
Team Manager	Assets	Coordinator Strategic Assets	Project Team Member
Team Manager	Parks	Manager Infrastructure Operations	Project Team Member
Team Manager	Engineering	Manager Technical Services	Project Team Members
Team Manager	Stakeholder Relations	Manager Stakeholder Relations	Project Team Member
Team Manager	Business Services	Manager Business Services	Project Team Member
Team Manager	Community	Manager Community	Project Team Member

4.2.7 Outputs

This option will deliver the following outputs:

1. A concept plan and detailed design documentation set for the small scale upgrade at Higgins Park (Year one).
2. Detailed costings and information to base capital budget allocation decisions (Year one).
3. Construction of new informal recreation amenity for use by the local community.

4.3 OPTION 3 - Do Nothing

4.3.1 Option Summary

This option would involve postponing any master plan project or park upgrades. This option would maintain the current recreational capacity of Higgins Park (both formal sporting and informal local community use). This option could be an interim measure that awaits the outcomes of the Recreational Needs Assessment project before determining a further course of action. The spatial planning component involved in a master plan would be delayed which could influence decisions around the location of the Victoria Park Carlisle Bowls Club and therefore impact on the John Macmillan Precinct Planning project.

4.3.2 Benefits

The following benefits could be attributed to postponing any master plan or park upgrades:

- Allow time for the learnings and recommendations of the Recreational Needs Assessment to be received and considered by Administration and Elected Members before determining a way forward.

4.3.3 Dis-benefits

The following dis-benefits could be attributed to postponing any master plan or park upgrades:

- Option 3 would not address the project objectives regarding the optimisation of formal recreation at Higgins Park. A number of considerations would remain unaddressed including:
    - Optimisation of underutilised Playfield reserve
    - Explore potential to increase recreational usage on site with the addition of facilities for:
        - Victoria Park Carlisle Bowls Club
        - Victoria Park Panthers Hockey Club
    - Explore potential expansion or reconfiguration of facilities for
        - Higgins Park Tennis Club
        - Victoria Park Raiders Football Club
        - Victoria Park RSL Branch
        - South Perth Junior Cricket Club
        - Carlisle Cricket Club
        - Victoria Park Croquet Club
    - Explore potential opportunities to utilise Millen primary school site
- Uncertainty will remain with the current user groups and their place within the long term vision will remain unclear.

- John Macmillan precinct plan project will not be able to draw upon the information gained regarding the potential Victoria Park Carlisle Bowls Club and its future location.

4.3.4 Time

Nil

4.3.5 Cost

Nil

4.3.6 Major Risks

ID	Risk Description	Risk Type	Impact	Likelihood	Risk Rating	Mitigation
1	Lack of resolution of the overall future of the sporting facilities. This could leave user groups frustrated and impact their long term planning.	Reputational	Moderate	Likley	High(12)	Communicate with the user groups the intentions and motivations of the town. Explain that the site is already at formal recreation capacity.
2	No exploration of adding Bowls or Hockey facilities to the site. This would have a direct impact on the John Macmillan precinct plan project (bowls) and the long term issues involving the Hockey facility.	Reputational	Moderate	Almost Certain	High (15)	Communicate the intentions and motivations of the town. Explain that the site is already at formal recreation capacity. Inform the John Macmillan Precinct plan project to retain bowls facility.

4.3.7 Project Management Team Structure

No project team

4.3.8 Outputs

No associated outputs

5.0 References

Town of Victoria Park, 2018, Town of Victoria Park – Towards 2050 - Local Planning Strategy (Draft), Victoria Park, Western Australia

Town of Victoria Park, 2017, Town of Victoria Park – Social Infrastructure Plan (Not Adopted), Victoria Park, Western Australia

Town of Victoria Park, 2013, Town of Victoria Park – Sports and Recreation Facilities Strategy (Not Adopted), Victoria Park, Western Australia

6.0 Quality Criteria Checklist

Quality criteria that apply to this business case are summarised as

The project reasons are consistent with corporate, programme management or customer strategies	Yes/ No
The business case is aligned with the Mandated Project Proposal	Yes/ No
The benefits and their justification is clearly identified	Yes/ No
How the project benefits will be realized is clearly described	Yes/ No
What will be a successful outcome for this project is clearly defined	Yes/ No
The reasons why the preferred business option is preferred is clearly defined	Yes/ No
Why the preferred sourcing option (procurement) is preferred is clearly defined	Yes/ No
The necessary funding and how it will be obtained is clearly described	Yes/ No
The business case describes project costs and risks, as well as subsequent operations and maintenance costs and risks	Yes/ No
The Business Case describes non-financial criteria for the success of this project	Yes/ No
Major risks faced by the project are fully defined	Yes/ No

7.0 Business Case Approval

Approved by	Name	Date	Signature
< Project Executive>			
Approved by	**Name**	**Date**	**Signature**
<CEO>			
<CCO>			
<CCP>			
<CFO>			





Town of Victoria Park: Higgins Park Needs Analysis

Dave Lanfear Consulting |Town of Victoria Park | October 18, 2019

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Executive Summary

The needs assessment has been developed to provide the Town with contemporary information to enable decisions on the future of the park and potential investment to be best informed.

Higgins Park is identified as primarily providing a sporting space function. Sporting space provides a setting for formal structured sporting activities and includes playing surfaces, buffer zones and supporting infrastructure such as clubrooms. The park is refenced by the Town as District Open Space (DOS) which is 8ha in size.

The impact of Higgins Park is far greater and far more important to the wider district catchment as the immediate catchment (of St James, Bentley and East Victoria Park-Kensington) is considered to have limited influence on likely future participation levels on site. As a district level facility the focus needs to be placed on serving a broad participatory catchment and community need which would offset the current deficits in sporting / POS provision in those areas where access to active POS is limited.

There are a number of critical areas from a visual audit perspective which will need to be addressed, including:

- Ageing infrastructure
- Inefficient use of space
- Limited access and passive surveillance
- Building consolidation
- Potentially expanding use by increasing floodlighting capability.

In addition, there are potential opportunities to consider additional development and expanded alternative sporting use with the introduction of hockey and bowls to the reserve. All of which needs to be assessed in the context of maintaining a quality service offering to existing users.

The consultation process, benchmarking and analysis of the site identified a number of development options which were tested and considered. The outcome of the research indicated the following four development options should be considered further and form the basis of the master planning brief:

- The redevelopment of Playford Reserve to incorporate play space, the RSL and potentially additional tenant building redevelopment;
- Investigation of the development of hockey infrastructure and new multi-sport clubroom;
- Investigation of the provision of a hockey turf;
- Secure the full site development with a football focus

In all options, the consolidation of built infrastructure, multi-functional use and co-location is an underpinning design principle. In addition there were a number of core developments which are to be investigated within all of the development options. These include:

- Enhanced drainage and reticulation of the oval(s).
- Provision of new LED floodlighting around the oval and other sporting infrastructure to be installed to fulfil a recreational/training function
- Re-alignment of cricket/Football Oval (senior)
- Provision of a bound path around the park area creating connections with surrounding residential properties to increase site activation and use.
- Introduction of fitness equipment and personal training areas around the perimeter of Higgins Park linked to the bound footpath / shared pathways.
- Introduction of a dual use cycle / walking path with end of trip facilities.
- Consolidation of play equipment.
- Increase formal car parking bays within and around the fringe of the site.

1. Background

The report considers a recreational needs analysis related to Higgins Park and Playfield Reserve, referenced at Figure 1 below. Together they form an eight hectare parcel of Public Open Space situated within residential East Victoria Park near its southern border with St James. The site lies to the southeast of Millen Primary School and is considered to be one of the Town's main formal sporting facilities as well as a key amenity to the local community.

Figure 1: Location of Higgins Park and Playfield Reserve



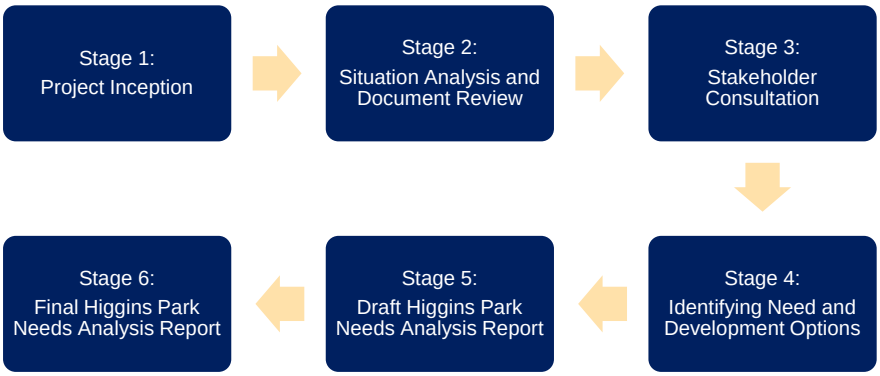
The needs assessment has been developed to provide the Town with contemporary information to enable decisions on the future of the park and potential investment to be best informed. The community facilities on Higgins Park (denoted on Figure 1 above) include:

1. Victoria Park RSL Branch adjacent to Playfield Reserve to the north of Higgins Park (and Fred Bell Parade).
2. Higgins Park Tennis Club and associated clubroom including 12 grass tennis courts and 4 hard courts, all fenced.
3. Football and Cricket Ovals with an associated pavilion, 2 x nets and synthetic wicket.
4. Various sporting and park infrastructure on the site including play equipment and car parks (generally located on the western side of the site adjacent to Playford Street.

The outcome of the needs analysis is to ensure the town wide formal sporting and local community amenity functions of the reserve are maximized to enable future master planning to be best informed and

any future upgrade works required to enable an optimisation of the park's potential community benefit to be well founded. The approach adopted in undertaking this work is identified in Figure 2 below and the report follows a similar approach.

Figure 2: Methodology Approach for The Needs Assessment



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2. Document Review: Key Considerations

This section identifies the critical considerations identified through the document review. The detailed precis is provided at Appendix A, whilst key considerations and relevance are provided below.

2.1 Town of Victoria Park Documentation

Table 1 identifies the documentation produced by the Town of Victoria Park which are relevant to the needs assessment process:

Table 1: Town of Victoria Park Key Documents

Document	Relevance
Town of Victoria Park Strategic Community Plan 2017—2032	As the document which sets out the strategic direction for the Town, it is critical that the needs analysis aligns with the stated mission and desired outcomes. The mission includes the promotion of sustainable, connected, safe and diverse places for everyone (social) and to promote sustainable, liveable, healthy and green places for everyone (Environment) Strategic outcomes include: • S1: A healthy community • En5: Appropriate and sustainable facilities for everyone that are well built, well maintained and well managed • En6: Appropriate, inviting and sustainable green spaces for everyone that are well maintained and well managed • En7: Increased vegetation and tree canopy • Cl3: Well thought out and managed projects that are delivered successfully All of these strategic outcomes are of direct relevance for the development of Higgins Park.
Long Term Financial Plan 2019 - 2033	A component of the Town's Integrated Planning Framework it outlines the intent to develop the Higgins Park Master Plan. Council felt it important to determine a scope of works and suitable estimations to deliver the various initiatives before committing any funds.
The Draft Local Planning Strategy (as endorsed by Council 10 July 2018)	The draft strategy identifies under section 3.4, Recreation and Open Space; Strategy 8: Ensure optimisation of environmentally sustainable recreation spaces, enhance parklands and ensure accessibility for all residents, workers and visitors. This included: • The preparation of the POS Strategy; • The development of master plans identified within the Sport and Recreation Facilities Strategy and • Incorporate sustainable design and equal access provision in the development of new and upgraded recreation facilities. The strategy references Higgins Park as being within East Victoria Park and St James and performing a district level function. The POS assessment is largely quantitative and there has been no detailed survey of open space quality or community usage and attitudes on which to base a qualitative assessment and plans for improvements and maintenance of open spaces. It is however noted that within East Victoria Park and St. James, there is close to a 10% provision of public open space, with a good range of local, neighbourhood and district open space.

ToVP POS Strategy (draft) 2019 Produced by UDLA	The research identified Higgins Park as one of 8 POS (Sport) Spaces (Incl Raphael, Harold Rossiter, Fraser, Fletcher, Carlisle, J A Lee and Parnham Park). Play equipment at Higgins Park is referenced as being of average quality, off-the-shelf equipment, partly fenced and well shaded. Recommendations included. • Higgins Park: Continued formal sporting use and management of water consumption through the implementation of a Smart Irrigation System. Increase tree coverage to oval perimeter. Support Transport connection and event activation opportunities. • Playfield Reserve: Consolidate turf into single useable space and encourage ongoing ownership of park, development of park infrastructure and to improve social and mental health of nearby residents. Upgrade playground to incorporate adventure play facilities aimed at older children. Include supporting infrastructure such as shelter, seating and tables to support parent/carer use of the POS.
Social Infrastructure Plan (Tao Ashford Planning 2017)	The plan has been accepted by the Town but not endorsed: Recommendations included: • Investigate and work with the Higgins Park Tennis Club to improve their viability. • Develop a Master plan of Higgins Park to include: o Potential integration of pitch space with Millen Primary School o Realignment of the cricket ovals to provide two pitches and closer alignment to clubroom; reticulation upgrade / resurfacing and establishment of management plan to ensure pitch carrying capacity is maintained. o Upgrade and increase the floodlighting of main playing oval o collocate Tennis and Football Club's into one multi-purpose clubroom buildings • Liaise with Higgins Park Tennis Club in regard to amalgamating with the South Perth Tennis Club or others.
Healthy Vic Park Plan 2017 – 2022	The plan focuses on 3 key areas: • Healthy places and spaces: To provide healthy places and spaces to encourage and support healthy lifestyle opportunities. • Healthy people and community: guide and encourage our community to lead healthier lifestyles through the provision of lifestyle and educational opportunities. • Healthy businesses and events: To educate and empower our local businesses and events in prioritising the health of our community. All three are of relevance to the development of Higgins Park which should be a focal point for physical and mental health and wellbeing through sport and passive recreational opportunities.
Disability Access & Inclusion Plan 2017-2022	Two strategies are particularly relevant to the development of the needs analysis and subsequent master plan: • Outcome 2: People with disability have the same opportunities as other people to access the buildings and other facilities of the Town of Victoria Park. • Strategy 9: Advocate and work in partnership with key stakeholders and local government authorities to improve buildings, facilities and management systems with respect to access and inclusion.

Town of Victoria Park Sport & Recreation Facilities Strategy (Davis Langdon 2013)	The plan has been accepted but not endorsed by the Town. Recommendations are referenced in the Social Infrastructure Plan. Additional considerations in addition to the master plan included: • Synthetic Hockey Turf - This potentially could be at Higgins Park (as a replacement of the tennis infrastructure) - If the tennis club at Higgins Park cannot prove their viability within the next 4 years an alternative use of the site should be considered. • The venue needs some surface improvements and dual use clubrooms with the tennis club should be investigated
Integrated Movement Network Strategy (2013) and Joint Bike Plan for CoSP and ToVP (Aug 2018 – Aurecon)	Key outcomes of the Strategy and Plan include: • Improve access to employment, entertainment, medical, education and community facilities, while considering the needs of people with mobility, visual or hearing impairment; • Create a healthier and more accessible community through encouraging active travel such as cycling and walking. A critical area relevant to Higgins Park referenced the need to provide direct connections between primary routes and major trip generators.

The review of Town documents indicated a long term commitment to the development of the reserve, but that this needs to be seen in a broader activation context to deliver the outcomes identified within the strategic community plan. The connections within and to the site are particularly important to ensure effective community use of the POS and active sporting facilities.

2.2 Strategic State Sporting Documentation and Guidelines

Higgins Park is identified within the Classification Framework for Public Open Space (formerly Department of Sport and Recreation) 2013 as primarily providing a sporting space function. Sporting space under this definition, provides a setting for formal structured sporting activities and includes playing surfaces, buffer zones and supporting infrastructure such as clubrooms. The park is refenced by the Town as District Open Space (DOS) which is usually designed to provide for organised formal sport and inclusion of substantial recreation and nature space of 5ha to 15ha in size and within 2 kilometres or a 5 minute drive.

In support of its sporting function and in addition to the Town documentation there are a range of state government and State / National Sporting Association publications which provide guidance for the future development of the sports currently associated and potentially associated with the site. These are also provided at Appendix A and summarised in Table 2 below:

Table 2: Strategic State Sporting Documentation and Relevant Guidelines related to Higgins Park

Document	Relevance
Strategic Directions for the Western Australian Sport and Recreation Industry 2016-2020 (formerly DSR – now DLGSC)	The document provides vision and direction for Western Australia's Sport and Recreation Industry. The main consideration is the reference to spaces for sport and active recreation which are considered to be an integral component of urban infrastructure and make a significant contribution to community health and wellbeing. In order to deliver public open space, which meets the needs of communities into the future, we must be efficient with resources, focus on the function of sites and provide equitable access to facilities. The ability to adapt and learn from others ad benchmarked facilities is important.
AFL Facility Guidelines (AFL 2019)	The facility guideline specifies a range of facility standards related to the functionality and use of a particular AFL oval and supporting clubhouse facility. Pavilions (and main viewing areas) should be positioned to allow viewing of the entire field of play and to avoid looking into the sun and are therefore

	positioned on the Western side of the playing field. Oval orientation should ideally be north to south. Basic design principles are advocated which in turn will need to be taken into account in the future master planning of the site.
Draft Western Australian Cricket Infrastructure Strategy 2019-2028 (WACA)	The draft strategy identifies Victoria Park as being within the South East Cricket Region and having a club participation (2017/18) of 1,275 – 11th out of the top 20 club and community cricket participating Local Government Authorities (LGA) at the completion of the 2017/18 season. Club facilities and amenities should include: 2 unisex players change rooms per playing field; one unisex official's change room per playing field; kitchen or kiosk; socials/community room (indoors); toilets (m/f or unisex & accessible), scorers viewing area; ground maintenance storage (for turf venues) and equipment storage. A series of facility priorities are identified within the strategy which need to be tested with the incumbent cricket clubs.
Cricket Australia Design Guidelines: Community Cricket Facility Guidelines (CA 2015)	The guideline recognises the need to comply with Standards, Codes, Acts and Regulations during the planning and design of clubrooms and associated buildings. When considering new buildings or redeveloping existing facilities the guide states that it is important to reduce direct environmental impacts through the implementation of practices and design ethos such as: • Optimising the size of new buildings and/or the potential of existing structures • Investing in energy-efficient technologies and optimising energy usage through initiatives such as passive solar design and natural ventilation systems • Protecting and preserving water • Using environmentally-friendly and green materials • Enhancing indoor environmental quality • Optimising operational and maintenance practices • Minimising waste through recycling and efficient use of resources • Ensuring the space sporting facilities occupy is designed, occupied and operated with the objective of best practice environmental performance. These general principles of development are relevant to all sports.
Tennis West Strategic Facilities Plan (TW 2018)	The strategy confirms that the large number of grass courts in the metropolitan zones (451) is impacting participation growth. Victoria Park is not identified as a key growth corridor for Metropolitan Perth. Victoria Park lies within the Central Zone where there are 26 affiliated clubs and venues (including the State Centre). Member to court ratio –14:1 which indicates a significant over-provision (unlit court ratio is 20:1 and floodlit 30:1). There is however a deficit of floodlit facilities. The strategy emphasises in Western Australia there is a need for more sustainable and professional operations within existing and new venues and it has been recognised that the development of more venues with a regional focus is critical to the long term health of tennis. Additional separate clubhouse information fact sheets produced by the national body identify basic principles of development and a standard level of clubhouse / pavilion infrastructure provision.
Hockey WA Strategic Facilities Plan (2009)	The plan contains a series of recommendations relating to the provision of synthetic turf and grass pitch infrastructure. A population trigger point of 1:75,000 head of population for turf (synthetic) provision is identified. Due to a recent increase in turf provision across metropolitan Perth which has had an

	adverse impact on existing turf viability, particularly at the State Hockey Centre, Curtin, Hockey WA have indicated they are in the process of reviewing the strategy with a view to providing more detailed guidance for the long-term viability and sustainability of turf infrastructure.

2.3 Summary Conclusions

The document review identified a number of key areas which need to be considered in developing the needs assessment and identifying a potential scope of works against which development options for the site should be considered. These include:

- The site as a district level active reserve is important for the residents of the Town who value the variety of sporting opportunities it provides and POS generally.
- The infrastructure contributes to an active and healthy community, one of the desired outcomes of the Strategic Community Plan and the Healthy Vic Park Plan 2017 which also highlights the value of Higgins Park for events.
- It will be important to consider the ongoing viability of any future investment and the cost in managing the asset. The Strategic Community Plan similarly identifies this as an important consideration in supporting future investment.
- Accessibility for all is important in order to comply with contemporary sporting needs. This includes disability compliance and in addition the need to adapt or develop infrastructure which is not gender specific.
- While within East Victoria Park and St. James, there is close to a 10% provision of public open space, with a good range of local, neighbourhood and district open space, this fails to take into account the quality of provision. The previously developed port & Recreation Facilities Strategy, Social Infrastructure Plan and POS Strategy has identified the site as having ageing infrastructure which lacks functionality and fails to meet contemporary sporting needs.
- Connection to and within the site is important and it will be essential to incorporate such provision within any subsequent master plan to ensure Higgins Park provides the greatest opportunity to be fully activated.
- Publications by state government and individual sports identify a number of key principles which are consistent in underpinning any future development of the site. These reference:
    - Their place as an integral component of urban infrastructure and contribution to community health and wellbeing.
    - The need to efficiently use resources and optimising the size of new buildings and/or the potential of existing structure,
    - The importance of good functionality
    - Equitable access to facilities / infrastructure.
    - Incorporating energy-efficient technologies, minimizing waste and optimising energy usage
    - Protecting and preserving water
    - Optimising operational and maintenance practices.
- Oval orientation should ideally be north to south and clubhouse /pavilion infrastructure should ideally view to the east to avoid the setting sun.
- Current provision within the locality of tennis infrastructure indicates there is an over-provision of grass court space and a potential under-provision of floodlit hard courts. The transfer from grass to hard court provision should be encouraged to increase club viability.
- The provision of synthetic turf over the past few years has indicated a need to review current levels of provision and ensure any future investment is financially viable.

3. Demographic Analysis

The following provides an overview of the demographic implications of the current population profile and future growth of the Town of Victoria Park. The detailed data was obtained from Profileid™, Forecastid™ and is contained at Appendix B.

Population & Growth

The 2018 population of Town of Victoria Park estimated at 36.601 (Estimated Resident Population). The latest ABS census data indicates that in 2016 the resident population was 34,986, an increase of 7,029 since 2006 (an annual population change of 2.27%). Key demographic influences include:

- In comparison to Greater Perth the Town has a relatively high number of residents within the ages of 20 to 39 which is indicative of the Towns close proximity to the Perth CBD and the strategic employment area which tends to attract young upwardly mobile individuals / couples. It is this age range which will predominantly take part in senior organised competitive sport. It is also this age range which is often time poor due to work and social commitments outside of a sporting environment.
- The largest changes in age structure in this area between 2006 and 2016 were in the age groups of 25 to 29 (+1,339 persons), 30 to 34 (+1,270 persons), 35 to 39 (+705 persons) and 0 to 4 (+613 persons). This further emphasises the attraction of the Town for young upwardly mobile couples, some of which are starting families. Overall, as young families age, there will be a propensity for the family units to move out into outer lying and more cost effective suburbs. This will impact on children's sports participation which will experience a slight decline in comparison to Greater Perth.
- Higgins Park lies centrally within the suburbs of Bentley, East Victoria Park – Kensington and St James (Town of Victoria Park and City of Canning). For the purpose of this analysis the population data from all four suburbs has been used to draw conclusions in relation to the potential impacts and opportunities for the development of the site. It can be seen for the immediate catchment:
    - The general population profile is a relatively flat structure from 2016 through to 2036 with the most significant population growth being within the ageing demographic (aged 65 and above). This is in direct contrast to the Town metrics which further highlight the strong growth in young working adults.
    - The key issue is the established residential development within the immediate catchment of Higgins Park and the limited infill development contributing to a relatively slow growth in comparison to the rest of the Town. This obviously offers limited opportunity for growth in existing sporting use as a result of population growth and a need to potentially be more innovative in the expansion of clubs and provision of sports developmental opportunities.
    - St James within the City of Canning and within the Town of Victoria Park highlights a relatively low population base which is predominantly occupied by young family units. The components of population change confirm that within the combined suburbs, population will grow slowly over the five year periods to 2036. This growth is largely attributable to births with a negative net-migration.
    - East Victoria Park- Kensington projected population growth is more significant with the birth rate being consistently high and a profile which is consistent with the Town Generally although the net migration is negative overall. Young single person, couples and families with young children are the predominant household type.
    - Bentley is typified by a student and ageing population with almost no growth attributed to births and a high net inward migration across the suburb. The high levels of an ageing population highlights a focus on seniors and aged care accommodation within the suburb. This indicates that the demand for sport and recreation infrastructure is likely to be low for the suburb within the immediate Bentley catchment.
- As a district level facility it is also important to consider the broader Town of Victoria Park Profiling. The most important aspects to consider are while there is projected growth across all

ages, the net migration across all suburbs is higher than the birth rate throughout every five year interval. This highlights a high transient community which is likely to impact on the volunteer network, stability of clubs and participation rates as residents move on. This however does indicate strong population growth and higher densities within an inner urban area, which tends to result in higher demand for access to POS and sporting infrastructure.

- 2016 individual income levels in the Town of Victoria Park compared to Greater Perth indicates there was a higher proportion of people earning a high income (those earning $1,750 per week or more) and a lower proportion of low income people (those earning less than $500 per week) within the Town. Overall, 15.7% of the population earned a high income, and 33.0% earned a low income, compared with 15.1% and 35.7% respectively for Greater Perth.
- The Index of Relative Socio Economic Disadvantage indicates that all suburbs within the Town rank as reasonably highly advantaged with Bentley being the only suburb indicating a high level of disadvantage. St James is also below the Australian and West Australian average index but relatively comparable. This would generally be indicative of the ability of individuals and family units to pay for sport and recreational pursuits and where attention potentially needs to be paid for families and individuals to be provided with ready access to POS and active reserve space for mental and physical health benefits at a low / no cost.

Overall, the demographic analysis indicates the continued need to facilitate the development of Higgins Park. The impact of Higgins Park is far greater and far more important to the wider district catchment as the immediate catchment will have limited influence on likely future participation levels on site. As a district level facility the focus needs to be placed on serving a broad participatory catchment and community need which would offset the current deficits in sporting / POS provision in those areas where access to active POS is limited.

4. Industry Trends and Current Site Auditing

This section identifies trends in sport and recreation provision on POS and its relevance to the future development of Higgins Park. In addition, a visual audit was undertaken of the Higgins Park site and Associated infrastructure.

4.1 Industry Trends - Community Facility Development

Trends associated with local government sport and recreation infrastructure and general community facility provision have been identified through industry research, current publications and knowledge based on previous project work. The main considerations are:

- There is a proliferation of ageing infrastructure in need of replacement across all local governments within metropolitan Perth. Higgins Park is no exception with the current clubhouse / pavilions serving tennis, football and cricket are ageing and have a number of design deficiencies which are potentially impacting upon club viability and use.
- Ageing infrastructure invariably does not respond to contemporary sports facility design. In the case of the clubhouse / pavilions located on site, none of them provide unisex / gender diverse changing infrastructure. In addition the current buildings and access to infrastructure is not fully disability access compliant. The need for modern facilities that meet statutory building requirements is becoming more important. In particular the need to provide access for users of all abilities.
- Recent Ausplay data (Sport Australia), referenced at appendix A highlights the following participatory trends:
    - Adult men and women participate at similar levels across the life stages.
    - Australian adults tend to play sports for longer durations than non-sport related physical activities. However, they participate in non-sport related physical activities more often than sport.
    - Women are more likely to participate in sport or physical activity for physical and mental health reasons and to lose or maintain weight than men.
    - Men are more motivated by fun/enjoyment and social reasons than women.
    - For adults, up to middle-age, time pressure is by far the main barrier to participating in sport or physical activity. Poor health or injury then also becomes a main factor.
    - The main barrier to young children's participation in organised out of school hours sport or physical activity is their parents' perception that they are too young to start playing.
    - Sport clubs are the primary avenue for children to be active (except for children aged 0–4, who are more likely to be active through other organisations).
    - Sport clubs are not the main choice for participation in sport or physical activity in Australia for adults aged 18 years and over.
    - While sport clubs are the main avenue for both girls and boys, throughout childhood boys (50%) are more likely to be active through club sport than girls (33%).
    - The use of technology for sport or physical activity is popular with 39% of the Australian adult 'playing' population. Its popularity is highest amongst younger adults, particularly younger women.
- There are significant additional pressures facing local community groups through a declining volunteer base and increased risk management requirements of operating infrastructure. This is likely to impact on the longer-term viability of clubs and the services they provide if this decline is not addressed.

- There is an ongoing increase in the availability of leisure opportunities and there is a need for traditional community based organisations to constantly review their service offering and focus on effective and efficient management and meeting the needs of the participants.
- There is a general acknowledgement that centralised administration and facilities can benefit clubs and associations whilst meeting modern day community needs. The future evolution of facility infrastructure at Higgins Park will need to consider increasing the level of efficiency which can be achieved due to the avoidance of duplication of servicing and management obligations.
- There is now a more acute focus on financial viability of all sport and community infrastructure which includes consideration in rationalising provision. There is a drive towards more efficient and effective community buildings and sites where multiple users and age groups can benefit from a range of shared and efficient service provision.
- The need to develop a shared use/co-location agreement are becoming more prevalent. The potential refinement of current building design which would increase usage of the site will need to be considered.
- The focus of local governments is on maximising the social return on available public open space to provide a full range of community leisure and recreation opportunities that promote physical activity and healthy lifestyles, balanced with complimentary recreational pursuits. While Higgins Park provides an avenue to participate in active recreation this could be enhanced with additional site embellishments.
- The importance of fully costing out asset management plans and future proofing expenditure (including lifecycle costing) is becoming more critical. This will need to be addressed by the Town of Victoria Park within its ongoing asset management program related to active reserves.
- There is a focus on accessibility and connectedness to provide high levels of community accessibility and local integration. Current facilities fail to maximise connectivity. This will need to be addressed to encourage greater activity and use of the site.
- The need to provide flexible sporting infrastructure is becoming increasingly important due to factors such as demographic shifts and changing preferences.
- There is an increase in community expectations of people in relation to the quality of provision.
- The inadequacy of site servicing and in particular floodlighting is a major consideration as this can potentially increase capacity.
- The quality of maintenance of grass surfaces (for tennis, football and cricket) is often raised as a concern due to the limitations of budgets and consequential implications on maintenance regimes.

4.2 Visual Site Audits: Higgins Park Facilities

A visual site audit was undertaken together with images of the current infrastructure which is provided at Appendix C. The key outputs are provided in Table 3 below:

Table 3: Visual Audit Overview of Higgins Park and Associated Infrastructure

Facility	Visual Audit Outcomes
Main Football and Cricket Clubhouse and Oval	• Appearance externally of the building is good and structurally sound. • Internally the building, while clean and in reasonable condition lacks storage and sufficient flexibility to meet the modern needs of football and cricket. The lack of unisex changing provision will harm potential women's game development and is not consistent with contemporary pavilion / clubhouse designs.

	• Car parking immediately to the north and shared with adjacent tennis club with direct access off Playfield Street • Playground to the southwest adjacent to clubhouse, unfenced with play equipment suitable for young children and toddlers. Adjacent to the play area is a sheltered seating / picnic / social gathering area within BBQ. • Shade provided around the clubhouse for viewing the oval, built into the main structure. • The football oval benefits from 3 high floodlighting towers. (north, west and east). The oval is narrow senior provision with a small junior oval to the southeast • A synthetic cricket wicket is located in the southern part of the oval which is an inhibitor when laying out the oval configuration for winter football (historic records indicate the senior oval to the north is intentionally marked out with a narrow boundary and junior oval adjacent is marked to avoid the synthetic wicket). Length of the senior oval is 165m and width of 101m. Junior oval is 84m x 56m. The senior oval lies in a southwest-northeast orientation and southern oval similar although capacity exists to slightly modify to align closer to a north south orientation. • The playing surface was showing signs of wear and tear when visited with worn patches in the goal area. • Cricket nets (2No.) were in reasonable condition although the synthetic surface was showing signs of wear and tear and fencing was damaged in some areas, although generally sound.
Higgins Park Tennis Club – Clubhouse and Courts	• The tennis clubhouse (JJ Higgins Pavilion) is old and has been developed in an ad hoc manner with extensions and infilling of the original structure. The internal space is limited functionally due to its age and does not meet contemporary design standards for sporting pavilions. • There is a good shaded garden area overlooking the courts for social gatherings and an elongated grassed area with defunct netball/basketball board and shade structure with seating located within it. It appears to serve a limited current function although well maintained. • Netting around all of the court areas was showing significant signs of disrepair with areas where post have been damaged and tilting. Some chain link fencing is damaged and in need of replacement. • The grass court provision was reasonable (12No.). Hard court provision (4No.) was in reasonable order with halogen floodlighting. The fencing around the hard courts is in need of replacement due to damage to the gated area on its northeastern side. • There is a small children's playground to the northeast of the tennis clubhouse for young children and toddlers. It benefits from an old shade sail and limestone wall. There is also a tennis hit up wall adjacent. • Car parking services the facility to its west with direct access off Playford Street and shared with the adjacent cricket / football pavilion. • The land surrounding the tennis courts falls away to the south east and is to provide space for an additional two tennis courts as supported by the Town of Victoria Park to enable croquet to be relocated to the site. This however has yet to commence.

	• Four of the existing grass tennis courts are to be developed into four hard courts with floodlighting.
Playfield Reserve Open Space and Play Area	• Playfield Reserve consists of a small grassed open space lined by mature trees to its northwest and southeast. The grassed area provides for informal recreation with a small children's playground (for young children and toddlers) and seating area located immediately to the north of the RSL club. • There is no opportunity to create a formalized playing pitch structure on the reserve due to size constraints.
RSL Club	• The RSL Club lies on raised ground to the north of the Tennis Club and to the south of Playfield Reserve. It is a large built structure with sizeable function room, kitchen, toilets and offices. • Immediately to the south of the building is a large car park and war memorial. • A large tree lined bank lies between the tennis infrastructure and RSL car park. • The building is surrounded by mature trees • Signage adjacent to the war memorial highlights the current user groups – GTR Torana XU1 Car Club of WA, Combined Torana Car Club of WA, AMMPT Western Region, Holden Car Club of WA, Bentley Weight Watchers, The Gurney Club Inc & Community Centre and National Servicemen's Association of Australia WA Branch.

In summary there are a number of critical areas from a visual audit perspective which will need to be addressed in developing the needs assessment process. This includes:

- Ageing infrastructure
- Lack of investment in the management of the asset or the assets coming to the end of their useful life.
- Inadequacy of site servicing and in particular floodlighting.
- Limited access to good quality changing rooms, meeting spaces and function areas.
- Quality of grass surface (tennis, football and cricket)
- A 16 court tennis facility provides a large footprint, much of which is grass and appears excessive for the catchment (the number of courts would be associated normally with a regional level centre).
- Exploring the significant benefits which may accrue through facility rationalisation:
    - Reducing duplication through shared function, changing room (unisex) and event space across the football/cricket facility, tennis clubhouse and RSL.
    - Developing a stronger volunteer structure by amalgamating facility management responsibilities and sharing those across the individual clubs.
    - Expanded competition and sports developmental programs through a potential increase of playing areas / competition facilities.
    - Expanded use through the potential to introduce other activities / user groups to Higgins Park.
    - Greater ability to manage the asset more effectively.
    - Greater site security by placing all infrastructure within one co-located facility.
    - Increased activation of facilities throughout the year.

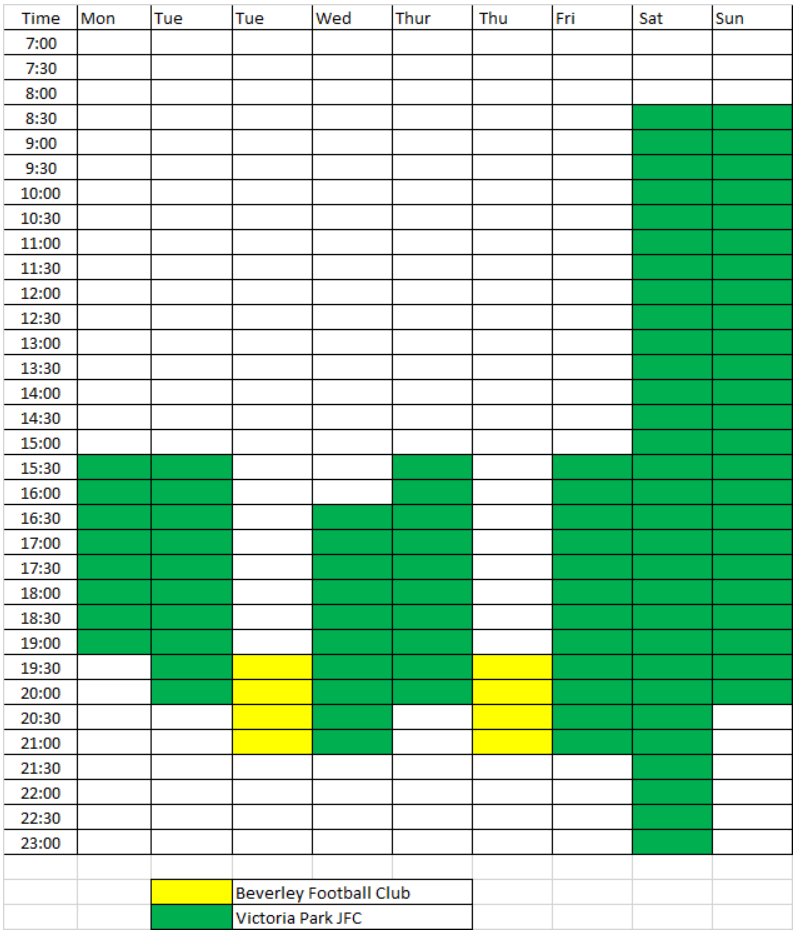
4.3 Participation Analysis

It is important to gain an understanding of the current use and accessibility of Higgins Park in order to plan for its future development and identify the potential facility development opportunities which may be required to address current known deficiencies. In this regard the booking / hiring of facilities and known usage was assessed to underpin the subsequent site assessment an options consideration. This is provided below for reference:

Winter Usage (Oval):

Current winter booking information indicates the oval and associated space is occupied by Beverley Football Club and Victoria Park Junior Football Club 7 days per week at 27 hours weekdays and 27 hours at weekends (across the senior and junior ovals). Such a use indicates that the oval space is operating at or above capacity (26 hours typically is the average capacity of a reasonably drained and maintained oval. Figure 3 below refers

Figure 3: Typical Weekly Winter Use of Higgins Park Oval

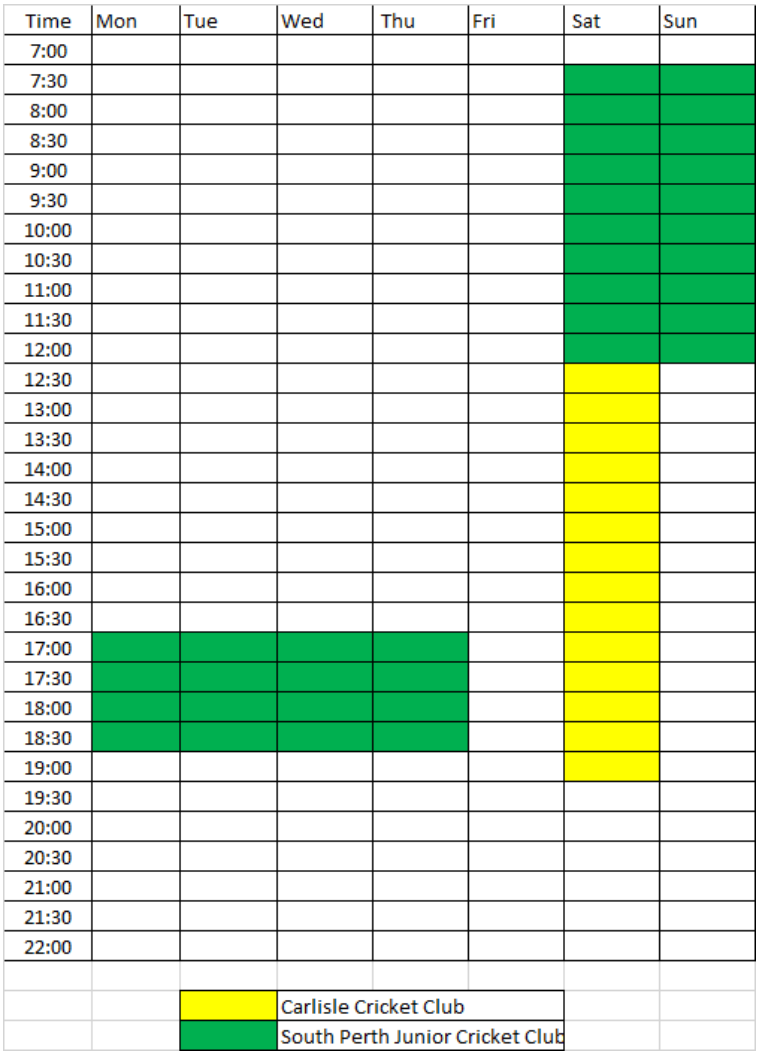


Summer Usage (Oval):

There is a higher level of capacity available during the summer season when Carlisle Cricket Club and South Perth Junior Cricket Club operate on the oval space. The clubs operate on 6 out of the 7 days per

week at 8 hours weekdays and 17 hours at weekends (utilising the synthetic cricket wicket and adjacent oval space and practice nets). Figure 4 refers

Figure 4: Typical Weekly Summer Use of Higgins Park Oval



Current membership numbers of all clubs are highlighted in Table 4 below. This highlights the value of the oval space for junior football and cricket, being one of the prime developmental ovals within the Town:

Table 4: Current Player Numbers (Junior and Senior) for Oval Sports Club Use

	Junior Players	Senior Players	Junior Teams	Senior Teams	Season
Beverley Football Club		25		1	May - Sept
Carlisle Cricket Club	22	22		2	Mar-Oct
Victoria Park JFC	430		20		Feb - Oct

South Perth JCC	500		24		Oct - Mar

The cricket usage is also consistent with the information contained within the WACA Strategic Facility Plan (draft) which highlights the high level of participation per club within the Town. Future increase in levels of use will however be compromised by the inadequacy of facilities and in particular the lack of unisex players change rooms per playing field; unisex official's change room per playing field, quality of accommodation and lack of storage.

Tennis Usage

Based on the figures contained within the clubs business plan and the court ratio specified by Tennis West of 1:20 player ratio per unlit courts and 1:30 player ratio for floodlit courts, current provision on site is excessive, given that membership in 2015 was 123 and anticipated growth to 2020 will only be 150. However, a commitment has been made to co-locate croquet on site and invest in additional floodlit hard court infrastructure. Time needs to be given to Higgins Park Tennis Club to enable them to maximise the potential use of the new court infrastructure; increase junior membership and put in place a viable business plan for its future co-located use.

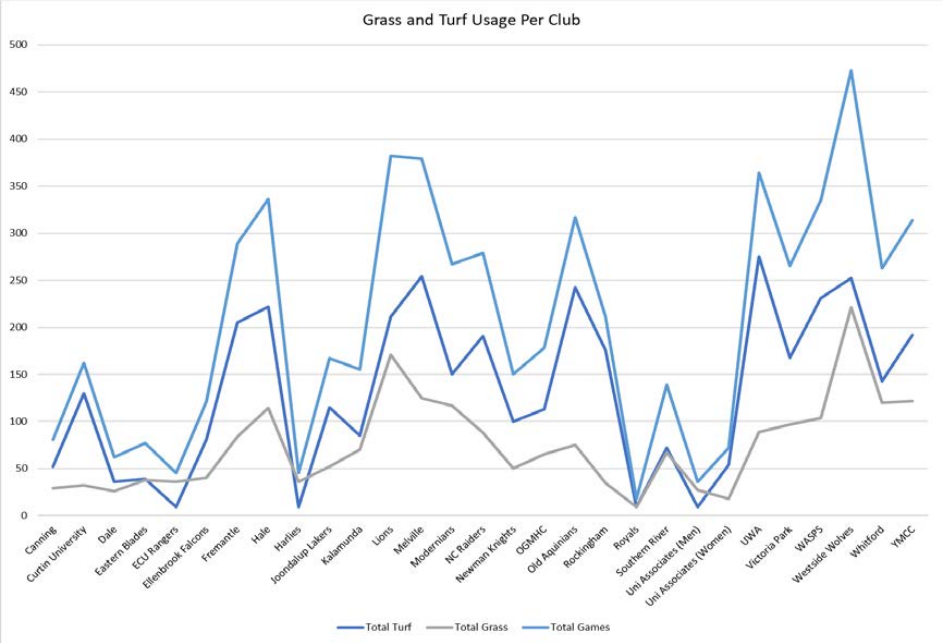
Hockey

The development of hockey facility infrastructure, in particular the development of synthetic turf (turf) has become a key consideration in metropolitan Perth over the past 5 years with facilities having been developed in Warwick, Guildford, Fremantle and Southern River. The intent for the development of a turf in the Town of Victoria Park has been mooted for a number of years. This also needs to be seen in the context of proposed developments in the City of South Perth, Kalamunda and City of Nedlands. The current Hockey WA strategy indicates a population tipping point of 75,000 for a new turf. This however is not considered to be a viable benchmark when reviewing the need for such infrastructure which is reliant on clubs generating significant income to be able to set aside monies in a sinking fund to secure the replacement of a turf, every 10 years. The following are important considerations in determining whether investment in a turf is justified, even where the population growth is in excess of the :

- The optimum membership size to justify investment in a turf and potential ability to generate a viable business proposition is approximately 500 to 550. Victoria Park Xavier Hockey Club membership is consistent with this benchmark.
- Recent investment in hockey turfs at Fremantle, Southern River and Warwick (in addition to Guildford School) has resulted in a potential over-provision of turf. The capacity on turfs is a significant concern with only the Perth Hockey Stadium (pitch one) being utilised for over 40 hours per week (capacity of turfs as a minimum should be 20 hours on weekdays, operating between 5pm and 9pm and 20 hours at weekends, operating from 8am to 6pm). Hockey WA have indicated that they are reviewing their business model and are likely to adjust their future operations commensurate with the need to facilitate the AIS commitments but also turf viability.
- Hockey WA suggest that for a turf to be sustainable 180 programmed games per season are required. Those clubs who have put in place a new turf over the past 2 years will require additional matches to be scheduled if they are to be financially viable (i.e. Whitford and Southern River). Both would deem to be high risk according to the games identified as being played (see figure 5 below). However, the amount of turf games being generated by VPXHC is close to that tipping point, which indicates they are likely to be able to sustain a turf.
- Hockey WA have indicated that they are limited in the number of games which can be scheduled due to impact on other turfs and the limited growth in the sport turfs promote (i.e. it results in player transfer rather than increase in participation). Nevertheless, established clubs such as VPXHC have the capability to generate the level of activity necessary and are one of the few clubs operating in the top leagues with the capability to attract elite players and provide a developmental pathway.

The conclusion of the current assessment process would indicate that while a need for a turf hockey facility could be justified and is likely to be financially viable, the location at Higgins Park will potentially result in the club having to operate on split sites (i.e. by retaining grass pitch provision at Fletcher Reserve). This however will need to be explored further and the potential impact on residential amenity tested by assessing potential opportunities to locate a turf without compromising oval space usage.

Figure 5: Grass and Turf Usage Per Club (Source: Hockey WA)



5. Consultation Outputs

The consultation process involved an approach to the following users or potential users of Higgins Park and Playfield Reserve:

- Higgins Park Tennis Club,
- Victoria Park Raiders Football Club,
- Millen Primary School,
- Victoria Park RSL Branch,
- South Perth Junior Cricket Club,
- Carlisle Cricket Club,
- Victoria Park Bowls Club,
- Perth Football Club,
- Victoria Park Panthers Hockey Club,
- Victoria Park Carlisle Bowls Club, and
- West Coast Eagles Football Club

Additional consultation was undertaken with the State Sporting Associations for tennis (Tennis West) and Football (West Australian Football Commission) to discuss some critical aspects related to the development of each sport on the reserve.

5.1 Consultation Summary

The consultation process focused on the following aspects in seeking to determine the needs of each individual club / organisation:

- Current membership numbers / users.
- The nature of services provided.
- The venue currently operated from, the facilities used and satisfaction with those facilities.
- Future growth aspirations and whether those aspirations are supported by any strategic planning, operation plan or business planning document.
- Inhibitors each club / organisation faces.
- The financial sustainability of each club / organisation.
- Any additional activities and services they would wish to undertake at the Higgins Park site.
- The importance of the existing location to their club / organisation.

The detailed notes from the consultation process is provided at Appendix D. A summary of the key outputs is presented in Table 5 below:

Table 5: Overview of Consultation outputs

Subject area	Response
Higgins Park Tennis Club	• The Club has 130 members who are primarily Pennant players. There is also a non-member playing base attributed to coaching totaling approximately 90 persons (30 adults/60 children). • Casual users (social) make use of the 4 hard courts under lights on a Monday night which is fully booked (new online booking system

	has added to the use) and often oversubscribed in the summer months (up to 60 regular users) • The first two tennis courts in the current row of 5 grass courts will become an exclusive croquet court. • The other 3 grass courts in this row will be added to by one court at the eastern end and become hard courts under lights (as will the croquet court). • Total hard courts under lights will then be eight, 6 exclusive grass courts and 2 shared grass courts (5 days per week). • The major inhibitor is now the age and quality of the clubhouse. • Convenience, accessibility, safety and security are all issues that need addressing. Visibility of parking versus location of the hard courts causes security issues for cars, Lack of general lighting also causes security issues • Club is currently operating profitably but has not built up cash reserves, • The Club would like to see a community hub/multi-sport facility developed at Higgins Park. Tennis can potentially co-exist with croquet and bowls. Was interested in the Area 5 Football concept until they were directed to Victoria Park Bowling Club.
Victoria Park Croquet Club	• Players are in the 60+ age group. Majority are female and ex tennis and/or golf players • Members can play to 90+ as the game is not a strength sport. As such, there is no real advantage re gender. • There are 23 current members of which 15 are regular players. The majority of members are from outside the ToVP. • Club and Tennis Club have been funded to the tune of $750k to move Croquet to Higgins Park Tennis Club. • Club will occupy 4 grass tennis courts (3 existing and one new for exclusive use) equaling two exclusive use croquet greens plus space in the clubhouse that overlooks the greens. Tennis club will have two new grass tennis courts developed. • Two courts is the absolute minimum requirement (available at Higgins Park plus use of temporary greens in winter) • The Club would like to see a community hub developed at Higgins Park • Tennis is the only real sport Croquet can co-exist with. Bowls does not work. It is easy to reduce two tennis courts to a Croquet green but not so easy to reduce a Croquet green to a Bowling green. Also seems to be a personality conflict between the two sports
Victoria Park RSL	• Member numbers approximate 60. These comprise Full Members (majority) and Social, Affiliate and Associate Members. • Almost closed in 2017 but the sub-branch is now going ok, although heavily reliant on a few volunteers. • Facility is leased by RSL and sub-leased by Vic Park sub-branch (peppercorn rates)

	• Facility has a large Hall (170 people seated) which can be divided one third/two thirds, audio and projector equipment, commercial kitchen, bar, 2 meeting rooms (20 people/8 people), office space, outside courtyard and barbeque, museum and toilets. It is a very good facility that is in good condition and is 20 years old. • Income from hire of facility goes to RSL Vic Park. This represents the majority of RSL Vic Park's income. • Vision is for a busy community centre but this requires promotion and know how • Facility is adaptable for many activities • At present, it is a very good facility that is under-utilised due to a lack of capacity to promote the use of the facility.
Victoria Park Junior Football Club	• Players range from Pre School to Year 10 (boys – 17 teams) and Year 5 to Year 11 (girls – 4 teams) • There are 455 registered male players and 62 registered female players • Female teams comprise Years 5/6 (2 teams – one primarily Indigenous and one primarily Muslim), Years 7/8 (1 team) and Years 9/10/11 (1 team). The numbers are rising steadily. 90%+ of the players are drawn from ToVP • Higgins Park Oval comprises a full size football oval (165m in length) and a smaller space that can be used for Auskick. Junior football is played in the winter and junior and amateur senior cricket is played in the summer on an artificial turf wicket. A clubhouse exists for both sports but is only used by the football club. • The club house is 30 years old and suffers from capacity and aging issues in relation to its canteen, change rooms, storage and toilets. • The change rooms do not cater for female players. Lights exist for training but do not cover entire oval and lux levels have deteriorated over the years. • Security is a challenge with break-ins and smashed windows. There is drug use at night time in areas that are hidden from site with volunteers often cleaning up the mess left behind prior to training or game day. • The Club would like to create a community hub at Higgins Park by creating a facility that caters for both football and tennis along the line of the grass tennis courts. The Club already attracts 500+ participants and could cater for 750+ participants with the right facilities. The oval space is good but the lights and rooms need updating. Many other local Councils have invested in facilities and have gained improved participation levels. football and tennis being the cornerstone tenants. • The relationship with Perth and WCE is not proactive.
South Perth Junior Cricket Club	• SPJCC is a large junior cricket club with between 450-500 members at any one time and currently field 52 teams. The Club makes up 60% of the WACA's zone in which it participates. • The age demographic is 5yo through to 16yo with an approximate 90%/10% male/female composition. It is noted that female cricket

	is on the rise and numbers are expected to increase significantly over the next 5-10 years which will put additional strain on oval use. • Because of the size of the Club, its training and playing fields are spread over many community ovals and schools primarily in the City of South Perth (CoSP) and ToVP localities. • The use of Higgins Park is solely the nets (two) adjacent to the tennis Club and the cricket pitch (synthetic turf)/oval (grass). All gear is transported in and taken away. The Football clubhouse is not used and there is no relationship with Football, Tennis, the RSL or Millen Primary School. • Higgins Park, as with many community oval, have toilets a significant distance from the cricket training and playing facilities. The oval and clubhouse is a football facility first and primarily caters for males. • Would be interested in a community hub concept with cricket as a core tenant. Could be a possible location for a new clubhouse to be shared with other sports.
Victoria Park Xavier Hockey Club	• Players range from Minkey (5+) to Masters (40/50/60+) • 31 Sides (down from 42 in 2011) plus 60 Minkey players) • Has both a male and female side in Hockey WA's Premier One Division • 600+ members (45% drawn from ToVP with balance from Belmont, Canning and South Perth). Peak of 750 members in 2011. Now down to 600 members. Primary reason is lack of Astroturf pitch. • They have a Business Plan and Turf Development Plan. • Astroturf pitch is number one priority. There current four grass pitch facility at Fletcher Park cannot cater for this. • Believe an Astroturf pitch will attract new members with a club operating with up to 1,000 members. With no Astroturf pitch, member numbers will continue to decrease and Club could no longer exist within a decade. • An Astroturf pitch will cost in the range of $1.2m to $1.5m and must be fenced off to maintain security. • The Club is in a strong financial position making annual profits of $20-$30k and building cash reserves. They are able to contribute several hundreds of thousands of dollars towards a new Astroturf pitch and The club are able to contribute significantly to a sinking fund for maintenance/replacement of the surface ($350k after 10 years) and the rubber ($500k after 20 years). • The current Tennis Club clubhouse and the Football clubhouse would be demolished with a new clubhouse built for both tennis and hockey
West Coast Eagles	• WCE are based at a new $62m facility at Lathlain Park, also home of the Perth Football Club • PFC also has a League team, Reserves team, Colts team, WAFW team (does not train at Lathlain Park) and Futures squads (14/15/16 age groups who train in the off-season)

	• The venue has 2 full size football ovals and a large indoor training facility • The issue is that with all of the above teams and squads, there is already a need for an overflow oval (now) and it is anticipated that this will move to an exclusive third oval (medium term). • Lathlain Park is fully utilised and there is an urgent need for overflow space. This will grow to a need for an exclusive third oval. • Higgins Park (given football is already played on the ovals) is a potential overflow oval but it would likely need two full size ovals (one for WCE/Perth and one for the juniors) with quality turf, lights and new club houses to cater for a professional club. • Two full size ovals would likely impinge on the tennis club space and some trees which could be problematic.
Victoria Park Carlisle Bowling Club	• Membership is 150 persons plus social members • Clubhouse is based next to John MacMillan Reserve and has a 150 person function centre, bar facilities, 4 bowling rinks (one of which has been transformed into 2 artificial turf Area 5 Soccer pitches) and car park. • Preference is to stay at current facility with upgrades. Secondary preferences are new facilities at McCallum Park or Burswood Peninsular with space for a function centre and cafe. Bowls WA could also reside at a new or upgraded space. Higgins Park is not a preference as St James is seen as on the outer boundary of ToVP and the only bowling club in the ToVP should be more central. • Club is financially sustainable year on year but has not built cash reserves and, whist looking at alternative income streams (barefoot bowls and Area 5 Soccer) it has an opportunity at its current location to do more. • Club is interested in other activities commensurate with the use of its rinks and/or clubhouse. Bowling clubs in WA are decreasing in traditional membership and operating from aging facilities and must reinvent themselves. Attracting younger participants is an imperative, however upgraded facilities would help this endeavour as would the capacity of volunteers.
Perth Football Club	• Perth is a WAFL Club with approximately 2,000 members. • The club has approximately 10 staff but has a number of volunteers. • PFC is based in an aging facility at Lathlain Park within the grandstand which faces onto the main training and playing oval. WCE are now also based at a new $62m facility at Lathlain Park. • PFC is working to attract approximately $12m in funding to update its facilities at Lathlain Park. It currently has $5m ($4m from Federal Government and $1m from WCE) with further funds expected to come from the State Government and ToVP. • It is expected the need for further oval space will continue to grow over the coming years from both PFC and WCE, particularly with the growth of female football.

	• PFC is in a sustainable financial situation on a year by year basis but it has small cash reserves and cannot build a new and needed facility without a significant contribution by the State Government. At present the current facility is dwarfed by the new WCE facility. • Primary use would be the secondary training requirements such as Academies, Futures and possibly female football
Carlisle-Windsor Cricket Club	• Currently in regards to utilising Higgins Park we require the cricket ground to service 24 people (12 club/12 opposition) every second (on average) Saturday from Oct through March seasonally from 12pm through 6pm. • The main ground being Carlisle Reserve is serviced from this oval. Players transport chairs, table, scoreboard, drinks, lunch and other general gear from Carlisle Reserve on the Saturdays. • The club have previously requested a form of lean-to/bus shelter type structure at the Creaton Street end of Higgins Park to facilitate as a better shade structure for players not on the ground and scorers. • Planning for improved junior and female participation would hopefully lead to being able to utilise the cricket oval from morning to evening both Saturday and Sunday within the Oct to March season if possible. • Currently Higgins Park is important as the club require a second local ground to host matches with the volume of participants in Seniors.
Area 5 Football	• Located at VPCBC, Area 5 Football (or Mini Football) is 5 a side soccer played outdoors, each field being approximately 40m*20m in dimension using artificial turf as the surface and surrounded by fencing/netting • An area of 43m*43m is required for the two fields. • There are currently 64 adult teams and 30-50 youth teams depending on the season. Summer is more popular than winter. • Area 5 has no real association with Football West or FFA but this is expected to occur if the popularity of the sport continues to grow • The 4th green at the Vic Park Bowling Club is seen as an ideal location for the 2 fields -The cost of constructing the 2 fields is approximately $450k • Area 5 would like to use more of the facilities of the bowling club, particularly the bar but, to date, this has proved problematic because of volunteers to operate the bar after 6.00pm (normal closing time).
Millen Primary School	• Millen Primary has 494 students involving 300 families. School has 2 basketball/netball courts in its centre and a small oval, 2 cricket nets and a playground. • The schools is an important overflow facility for the incumbents at Higgins Park, particularly the junior football club (many students play for the team). It also allow various community use of its facility at no charge as long as those activities do not interfere with school activities. Community use includes:

	o Vic Park Raiders Auskick on Tuesday and Thursday afternoons o Grasshopper Soccer (private organisation) on Friday afternoons o Step into Life Fitness Group (normally in the mornings at Higgins Park but use school facilities if undercover is required) o Tiny Tots Tennis Not associated with Higgins Park)non Friday mornings o Overflow parking when Higgins Park in full use. • RSL (based on Higgins Park site) also come to the school to undertake Anzac and Remembrance Day services • Line markings on Higgins Park can be problematic for the football club and, historically, the school has been pushed to the eastern side of the oval which is furthest from the school • Parking is a huge issue during the day due to Curtin University students getting free parking around the streets of the school and the oval and then walking to the campus (10-15 minutes). • The school's facilities seem to be more important for the incumbents on Higgins Park than Higgins Park facilities are to the school

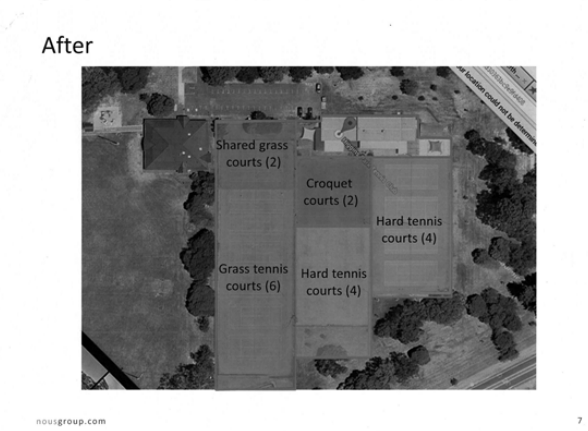
5.2 Additional Supporting Documentation

During the consultation process a number of the clubs/organisations using Higgins Park provided supplementary information. An overview of the information is provided in Table 6 below:

Table 6: Additional Supporting Document Summary

Document	Summary
Victoria Park Junior Football Club: Strategic Business Plan (Jan 2017)	The club is in a solvent, cash flow positive position with cash reserves of approximately $35,000. The business vision is to continue to operate a strong and stable junior football club by continual renewal of membership at all levels and continuing the strong Australian Football League tradition at a local level. The stated mission is to facilitate the training and competitive games of AFL for kids 18 and under for the Victoria Park and immediately surrounding districts. Of the key strategies for the future, the following are relevant: • Improved quality competition facilitation. • Continued capital improvement program • Effective use of existing facilities
Victoria Park Raiders Junior Football Club Grant submission	The grant application was submitted in response to current identified facility deficiencies. It was stated that given the Town's anticipated population growth of 40% by 2036, it is expected that the club will reach 700 registered players by 2036, and a total of 2,422 active participants. Future anticipated growth in female participation in AFL

	has not been taken into account with these figures, however 2018 saw 45 female players registered at the club. The existing Higgins Park facilities are laid out poorly and are inadequate for the current and future needs of the club. The Raiders VPJFC is seeking funding to upgrade the facilities and address the following points: • Relocation, upgrade and extension of the canteen and undercover space. • Upgrade to changing facilities to accommodate greater use and female participation. • Inadequate rubbish and recycling bins • The location of the cricket pitch creating a trip hazard. • The floodlighting does not comply to standards. • The need to re-align the oval to create a ¾ size oval in addition to the full size oval. Improve ground playing conditions. A three staged development solution to address these issues has been proposed.
Victoria Park Xavier Hockey Club Business Plan 2016 - 2020	The plan identifies the vision as 'To be recognised as an inclusive family based club, one which provides the best possible opportunities and facilities for all members, while supporting the local community. The mission statement states it is 'Our mission is to provide all members and associates of the Club with pathways and opportunities to fulfil their individual and collective goals in the hockey, through the provision of high quality coaching and facilities, while offering opportunities for players of all levels and abilities to enjoy the sport of Hockey.' A series of strategic objectives were referenced. In referring to drivers and blockers the club indicate the lack of access to a synthetic turf field for training and playing is a performance issue. It also results I other clubs attracting their players. To develop a turf the club need access to funds. The drivers are current good grass facilities and a range of good quality members, volunteers and governance. The synthetic turf issue was to be resolved through the development of a business case for its development, which has not materialised
Higgins Park Tennis Club Business Plan 2016 to 2020	The business plan identifies a number of challenges including: • A lack of court capacity at peak times. • Degraded facilities • Security issues • Financial security. The issues are to be addressed through a series of strategies identified within the plan. This includes a renewed focus on junior participation, investment in 4 new hard courts and address areas of low participation. Long term development options include the potential co-location with Victoria Park Carlisle Bowling Club. The targeted for increasing membership is from 123 in 2015 to 150 in 2020.

	Since the plan was drafted the partnership with croquet has been developed which is seeking to expand club infrastructure (courts) in accordance with the plan below: 

5.3 Overview of Current User Group Needs

An overview of the individual needs expressed by users are identified in Table 7 below. The table highlights the relative merits of each key development option:

Table 7: Overview of Key Users / Potential User Groups Facility Considerations

Development Option	Relative Support	Rationale for Inclusion / Exclusion
Co-located multi-functional community facility	All clubs have expressed dissatisfaction with current clubhouse facilities and willingness to consider co-locating.	This is a priority for the site given the inadequacies and lack of flexibility with current clubhouse facilities. Options could be explored in combining the two pavilions and potentially the RSL facility to combine club, function and income generating opportunities within one central location. It provides a more efficient and effective solution than redeveloping each building in situ.
Rationalise RSL Club	RSL have indicated building is under-utilised and has proven difficult to manage	The current facility, while providing a large function space is poorly utilised and duplicates provision within the overall site. It does not relate well to sporting infrastructure and effectively duplicates provision. Rationalisation / redevelopment will assist in resolving the issue to compliment other users. Potential commercial opportunities (sub-lease) should be explored.
Football, Cricket, Tennis and Croquet the priority	All existing sporting users wish to remain at Higgins Park in spite of current deficiencies.	A focus should be on satisfying existing user groups given their commitment and previous use of the site. Alternative site options are limited due to space and locational factors.

Development Option	Relative Support	Rationale for Inclusion / Exclusion
Consideration of WCE and PFC investment in enhancing the oval and training area.	While access to additional oval space is a requirement of the AFL and WAFL clubs, concern has been expressed from current users of the lack of alignment.	While investment in the oval would increase quality and potential capacity, the site is already heavily utilised during the winter season. An increase in use would potentially compromise current activity and adversely impact on junior development and expanded club activity. This option is unlikely to receive support from existing user groups and is not considered to be a high priority.
Increase capacity to 2 x senior ovals	The site configuration has received criticism due to the oval alignment and lack of flexibility. Opportunities exist to address this.	The ability to increase capacity and flexibility is important to all existing oval based sports (particularly for juniors) who wish to expand participation and use of Higgins Park. Creating additional oval space will increase flexibility and maximise activity at any one time.
Rationalise tennis infrastructure.	It would potentially align to the recently adopted Tennis West Facility Strategy but not the business plan of the club.	A commitment to provide four hard courts as an extension over their existing grass courts has been endorsed and funded. In view of the commitment, the option to rationalise further is unlikely to be supported.
Develop hockey turf pitch	Although not a current user group, the club is local and has a substantial membership base. The sport aligns well cricket as a complimentary summer user.	A turf could provide significant opportunities for enhanced training opportunities for other clubs. It would also resolve an ongoing issue the club is seeking to resolve regarding turf access and the future growth, and long term financial viability of the club. It should only be considered if the cricket and football use is not adversely affected. The issue which will need to be resolved relates to clubhouse access and potentially a split club use combined with Fletcher Reserve.
Floodlighting for recreational / training use	This has been identified as a priority for the oval based sports	Increased capability and capacity of floodlighting is essential to manage an increase in usage and greater flexibility. LED lighting is now more cost effective and energy efficient and should be considered across Higgins Park.
Introduction of bowls to the reserve	The VPCBC have indicated Higgins Park is not a priority.	VPCBC have indicated a preference to remain at John MacMillan reserve and identified alternative venues as a preference to Higgins Park. It is therefore unlikely to be a viable option.
Enhanced Car Parking area	Identified as an issue by the Primary School and recognised by the clubs as a key concern, together with enhanced security.	An essential component irrespective of a site redevelopment due to high levels of use at weekends and for events.

5.4 Overview of Facility Requirements and Options

Based on the above analysis and combined with the site audit, current usage and benchmarking, the following development options have been identified for consideration in any future Higgins Park master plan. These options need to be considered in accordance with the potential future site usage and phased investment scenarios:

- Enhance the drainage and reticulation of the oval(s).
- Provision of new LED floodlighting around the oval and other sporting infrastructure to be installed to fulfil a recreational/training function
- Development of one single multi-functional/multi-sport clubroom centrally located within the site. This needs to be assessed against the replacement of existing infrastructure and development of independent clubrooms for all users of the site.
- Re-alignment of cricket/Football Oval to create two ovals (senior)
- Consideration of the re-development of tennis/croquet infrastructure in western corner to facilitate the development of two senior ovals.
- Development of a synthetic turf hockey pitch and 2 additional grass pitches (incorporating a shared pavilion. This however may require the relocation of football to an alternative reserve).
- Provision of a bound path around the park area creating connections with surrounding residential properties to increase site activation and use.
- Introduction of fitness equipment and personal training areas around the perimeter of Higgins Park linked to the bound footpath / shared pathways.
- Introduction of a dual use cycle / walking path with end of trip facilities.
- Re-locate and consolidate play equipment together with the potential to develop a Nature Play / Adventure Play at Playford Reserve
- Redevelop the RSL facility as a smaller community facility with extended community use.
- Alternatively demolition the RSL Club facility and redevelop Playford Reserve with the potential to incorporate bowls (having regard to the VPCBC not wishing to re-locate to Higgins Park). This would need to be combined with introducing commercial football (small sided soccer boxes) to the site as a means of generating income to offset operational running costs.
- Removal of central planted/tree area adjacent to existing tennis/croquet facility to enable greater flexibility in the use of the park and provide offset planting on the perimeter.
- Explore the potential reduction of grass tennis court infrastructure to accommodate a maximum of 8 hard courts (in accordance with the desired outcomes of Tennis West Strategic Facilities Plan in reducing the number of grass courts within Metropolitan Perth and increasing the number of floodlit hard courts)
- Consideration of the use of the oval space and its upgrade to a higher standard by WCE and PFC.
- Increase formal car parking bays within and around the fringe of the site.

6. Facility Development Options and Criteria Assessment Process

In order to undertake an assessment of the development options available an approach was advocated which identified facility development options referenced in section 5.4 above and a scoring matrix was developed related to those options. Following discussion with officers it was determined that an alternative approach should be undertaken which focused on the major and significant development scenarios. These included:

1. Do nothing
2. Significant play space, no building works
3. Add bowls green to RSL plus bowls building upgrade
4. Introduce new play space, RSL redevelopment plus additional tenant building redevelopment
5. Add a hockey turf only
6. Add hockey turf and multi-sport clubroom
7. Football focus (Add WCE/PFC)
8. Relocate Football and add hockey
9. Tennis reduction

These options included a combination of the long list of development options but was aimed at identifying the core developments and potential impact on the site, in the event of each scenario being developed. This could then be individually assessed by relevant officers to ascertain relative priorities and refine the scope of works for consideration during the development of the Master Plan.

The implication of each of the development scenario's was examined and this is provided in Table 8 below.

The nine scenarios were all then scored against an assessment matrix which works on a three box system and a sliding scale (1 being the lowest score and 10 being the highest score for the assessment prioritization). The box scores can be summarised as:

- Box 1: Score of one to three on a sliding scale of how the scenario does not meet the stated criteria. A score of one means that the criteria will never be met.
- Box 2: Score of four to seven on a sliding scale of how the scenario partly meets the stated criteria.
- Box 3: Score eight to ten on a sliding scale of how the scenario almost or fully meets the stated criteria. If the criteria is fully met, a score of 10 should be awarded.

The assessment matrix is provided at Table 9. During the assessment process an additional variation of option 7 was incorporated, being a focus on football development only (excluding WCE/PFC).

Table 8: Development Options and Impact Scenarios.

	1	2	3	4	5	6	7	8	9
	Do Nothing	**Significant play space**	**Add Bowls**	**Add Hockey**	**Add Hockey, Multi-Sport Clubroom**	**Football focus (Add WCE/PFC)**	**Relocate Football and add hockey**	**RSL Redevelopment and Playground**	**Tennis reduction**
Users	Raiders SPJCC, CCC Tennis Croquet RSL	Raiders SPJCC, CCC Tennis Croquet RSL	Raiders SPJCC, CCC Tennis Croquet RSL VPCBC	Raiders SPJCC, CCC Tennis Croquet RSL VPXHC	Raiders SPJCC, CCC Tennis Croquet RSL VPXHC	Raiders SPJCC, CCC Tennis Croquet RSL WCE / PFC	VPXHC SPJCC, CCC Tennis Croquet RSL	Raiders SPJCC, CCC Tennis Croquet RSL Community Group	Raiders SPJCC, CCC Tennis Croquet RSL VPXHC
Spaces: Impact									
Playfield Reserve	as existing	Significant playground addition	Add 1 bowls green	As existing	As existing	As existing	as existing	Significant playground addition	as existing
RSL building	as existing	as existing	Rebuild / renovate to accommodate bowls and RSL	as existing	as existing	as existing	as existing	Redeveloped to include additional usage e.g. daycare, play group.	as existing
Tennis Court Site	as planned	as planned	as planned	as planned	as planned	as planned	as planned	as planned	Reduced to 8 Courts
Tennis clubhouse	as existing	as existing	as existing	as existing	New combined facility	New combined facility	as existing	as existing	New combined facility

Football clubhouse	as existing	as existing	as existing	Renovated and significant improvements	New combined facility	New combined facility	Light renovation (female change)	as existing	New combined facility
Oval space	as existing	as existing	as existing	Reconfigure to 1 full size AFL (with cricket pitch and lighting upgrade) and 1 Hockey Turf	Reconfigure to 1 full size AFL (with cricket pitch and lighting upgrade) and 1 Hockey Turf	Reconfigure to 2 full size AFL (with cricket pitch between and lighting upgrade)	Reconfigure to 1 Hockey Turf, 2 grass hockey (with cricket)	as existing	Reconfiguration to allow 1 grass hockey field (shared with junior football), 1 senior size football, 1 hockey turf
							Football relocation is an unlikely. Option at Harold Rossiter (issue with CVPCC turf cricket wicket) or Carlisle Reserve (existing senior team)		

Acronym Legend: SPJCC: South Perth Junior Cricket Club, CCC: Carlisle Cricket Club; RSL: Returned and Services League of Australia; VPXHC: Victoria Park Xavier Hockey Club; WCE: West Coast Eagles; PFC: Perth Football Club; CVPCC: Curtin Victoria Park Cricket Club, VPCBC: Victoria Park Carlisle Bowls Club.

Table 9: Assessment Criteria and Descriptors

Assessment Criteria	(1-3)	(4-7)	(8-10)
The proposal will increase active recreation opportunities for the ToVP community	The proposal will not increase active recreation opportunities for the ToVP community	The proposal will deliver a moderate increase active recreation opportunities for the ToVP community	The proposal will deliver a significant increase active recreation opportunities for the ToVP community
Current user support (VPRFC, HTC, SPCC, RSL)	The proposal will be poorly supported by current formal user groups	The proposal will receive neutral or mixed support from current formal user groups	The proposal will receive strong support from current formal user groups
Potential user support (VPCBC, VPXHC)	The proposal will be poorly supported by potential formal user groups	The proposal will receive neutral or mixed support from potential formal user groups	The proposal will receive strong support from potential formal user groups
Capital Expenditure	The proposal involves significant capital expenditure	The proposal involves moderate capital expenditure	The proposal involves low capital expenditure
Maintenance / refurb costs	Operational cost are likely to be higher than the status quo	Operational cost are likely to be similar to the status quo	Operational cost are likely to be lower than the status quo

The scored assessment process is contained at Appendix E which has identified a traffic light system of:

- Green: Recommended Option
- Amber: Potential option
- Red: Not to be pursued

A summary of the scoring and outcome of the assessment process is provided below.

Table 10: Development Options and Assessment

Options	Average Score	Rank	Recommendation
1. Do Nothing	21.8	8	Status – Not Recommended: While a business will require a 'do nothing' option to be tested, the option to do nothing is unrealistic given the current ageing infrastructure and poor functionality of Higgins Park.
2. Significant play space, no building works	22.0	7	Status – Not Recommended For the same reason as the 'do nothing' option this is unrealistic given the current ageing infrastructure and poor functionality of Higgins Park.
3. Add bowls green, RSL plus bowls building upgrade	16.8	10	Status - Not recommended This will not be presented as a potential option due to its reduction in recreational opportunities and very low user group support
4. Play space, RSL plus additional tenant building redevelopment	23.3	5	Status - Recommended option The option will be presented as a recommended option as the highest scoring option for Playfield Reserve.
5. Add Hockey Turf	24.8	3	Status - Potential option The option will be presented as a potential option given its relatively high scoring in the assessment matrix.
6. Add Hockey and New Multi-Sport Clubroom	29.8	1	Status - Recommended option This will be presented as the recommended option given it achieved the highest score in the assessment matrix.
7. A) Football focus (Add WCE/PFC)	22.7	6	Status - Not recommended This will not be presented as a potential option due to its reduction in recreational opportunities and very low user group support
7. B) Football focus	24.8	4	Status - Potential option

			The option will be presented as a potential option given its relatively high scoring in the assessment matrix.
8. Relocate Football and add hockey	20.3	9	Status - Not recommended The option will not be presented as a it achieves a low score in the assessment matrix. Furthermore no practical location exists for the relocation of the football club
9. Tennis reduction	27.0	2	Status – Not Recommended Despite its high score and ranking, given recent investment decisions this is a potential long term option. The option should only be considered if the Tennis Club fail to capitalise on their new facility expansion and are having difficulty managing and maintaining the extent of infrastructure.

Based on the assessment process it is recommended therefore that the following development options be considered for the Master Plan component of the development process:

- Play space, RSL plus additional tenant building redevelopment
- Add hockey and new multi-sport clubroom.
- The provision of a hockey turf
- Football focus

These will form the basis of the master planning brief having regard to the need identified having regard to the requirements of stakeholders. In all options, the consolidation of built infrastructure, multi-functional use and co-location is an underpinning design principle.

The following options will not be explored further:

- Do Nothing: To act as a benchmark against which future investment outcomes can be measured.
- Significant play space, no building works
- Add bowls green, RSL plus bowls building upgrade.
- Football focus (add WCE/PFC)
- Relocate football and add hockey.
- Tennis reduction.

7. Management Approach Benchmarking

In order to provide guidance in respect of future co-location opportunities and how these may be managed a series of management approaches have been identified which are pertinent to the co-location of cricket, football, hockey and tennis (or a combination of those sports).

There are a variety of management models which may be considered and with the approach to sharing and co-locating clubs within multi-functional clubhouse / pavilion infrastructure, a range of approaches are being adopted. The common management approaches are:

- Management by an Alliance of User Groups / Trust with a management board.
- Nominated Club / Organisation / Association plus Paid Staff
- User Groups – Managing their own dedicated sports spaces only (areas to be agreed)
- Sport owned and managed facilities (with Government support).
- Owned and managed by the Town of Victoria Park.
- Other Professional Management Body / Group under contract

Variations of these could be considered and the strengths of weaknesses of each are dependent on what is being developed, the ability to generate income, capability, capacity, knowledge and the governance structure which is required to be put in place. The case studies below merely identify a number of instances where local governments / state government has taken alternative approaches to the management and delivery of assets within their control.

Case Study	Outcomes
Centennial Park Sporting Precinct Management Framework: City of Albany (Source: City of Albany)	The City of Albany have taken a strategic approach to the development and management of their sporting assets. This has arisen from years of poor asset management and recent significant investment in substantial sporting infrastructure at Centennial Park. The Centennial Park Sporting Precinct Management Framework establishes the approach for future development of sport and recreation infrastructure within the City. The key elements of the framework are: • The City encourages the co-location and multi-use of sporting and community facilities and will give preference to those groups that form an incorporated association of user groups influencing the development, use and maintenance of facilities. • Organisations are strongly encouraged to make their facilities available for public and community use. • Organisations should contribute to an asset maintenance fund administered by the City, including setting aside funds for the refurbishment of Lessee fixtures, fittings and chattels and meeting maintenance obligations in line with the type of agreement. • Main consideration – Lease Agreement for a maximum period of 10 years. A higher obligation in respect of management and maintenance is required. It is supported by a Property Management Leases and Licences Policy

Success Sub-Regional Facility (Source: City of Cockburn)	Known as the Hammond Road Reserve project it involved the construction of clubroom facilities, two full size and one junior rugby pitch, six touch fields with adjacent clubroom facilities and 20 netball courts. Training standard floodlighting available for large ball sports. The multi-purpose facility accommodates netball, rugby and indoor recreational community activities. The size and design of the facility has the capacity to support tennis, football, soccer and cricket . This has been developed to enable capacity to increase as community demand increases. Rugby WA supported the relocation of the Southern Lions Rugby Club to Hammond Road Reserve. Netball WA through the Coastal Netball Association have established the site as the regional centre servicing the south coastal region. The facility has seen a year on year increase in membership numbers. Currently the facility is managed through City of Cockburn Recreation Services.
West Lakes Sports & Community Club (City of Charles Sturt, SA. Source: LGA SA Guidelines for the Sustainable Management of Community Recreation Facilities) -	West Lakes Sports and Community Club land and facilities are owned by the local Council; the City of Charles Sturt. Council have one license agreement with the "West Lakes Sports and Community Club" offered for up to 5 years at any one time. It is an example of an external management agreement with a community based group. The facility comprise two function rooms, kitchen, licensed bar and sport facilities including: • 12 hard court tennis courts. • 3 lawn bowls bowling greens. • 2 croquet greens Additional amenities include change rooms, showers, toilets and outdoor viewing/bar area. the facilities underwent significant redevelopment costing just under $1.4m. The upgrade works were funded by the clubs through their own funds and successful grant funding. The facility is managed on behalf of West Lakes Bowling Club, Tennis Club, Croquet Club, Senior Citizens and Bridge Club. Charges are imposed by the City on land rent, building rent and grounds maintenance. The respective clubs have a mixture of paid staff and volunteers and due to the income generated through functions and club activities are financially sustainable.
Naracoorte Sports Complex (Narcoote Lucindale Council Source: LGA SA Guidelines for the Sustainable Management of Community Recreation Facilities)	Naracoorte Sports Complex comprises nine sporting clubs and their associated facilities. All facilities are owned by the respective clubs which include: Football Club, Netball and Tennis Club, Soccer Club, Hockey Club, Angling Club, Basketball and Squash Club. A clubhouse is shared between football, tennis and netball. It is leased to the sport complex's incorporated body and comprises nine separate organisation. The complex appoints a president to reside over the incorporated body which represents all clubs. The clubs are volunteer based. The users, through volunteers and community fund raising are responsible for the development and upkeep of the facilities
Circular Head Community Recreation Centre and Smithton Football Clubrooms and Scotchtown Football Clubrooms – shared use	A case study sourced through the Tasmanian state government who have sought to demonstrate the value of sharing sport and recreation facilities. Smithton Football Club and Scotchtown Football Club operated individually and the initial suggestion of a shared facility was not supported. However, other user groups

management arrangement (Source: Sharing sport and recreation facilities, DPAC, Tasmania)	expressed an interest in a multi-use proposal and it was therefore agreed to explore the potential benefits of a community centre/venue The Circular Head Community Recreation Centre (CHCRC) steering committee was formed to consider the proposal and ascertain the feasibility of a shared facility at the Smithton Recreation Ground. The CHCRC steering committee met on a regular basis to develop the feasibility, project management and business plan and develop a set fee structure for the complex. Once the facilities construction commenced an incorporated board, the Circular Head Community and Recreation Centre Board (CHCRCB) was established with representatives from all user groups and interested community members and a management plan was developed. The CHCRCB meet on a monthly basis to undertake day-to-day operations of the centre and currently holds the liquor licence and pays all the expenses for the facility. The current user groups of the CHCRC facilities, including the outdoor grounds are: Little Athletics, Circular Head Netball Association, □ Smithton Tennis Club, Scotchtown Football Club and Combine Cricket Club. One of the key outcomes and lessons learnt was the importance of providing user groups with a designated 'home' area to help maintain their individual club identities. Another aspect is the need to well research the design of the building through to ensure space is utilised efficiently. Roles and responsibilities / position descriptions are crucial and when properly defined and recorded can save time and money.

8. Recommendations

It is recommended that the Higgins Park Recreational Needs Analysis is endorsed to enable the Town of Victoria Park to progress the master plan. It is further recommended that the Town of Victoria Park:

- Brief the respective stakeholders on the outcome of the Recreational Needs Analysis with a view to incorporate further engagement with relevant stakeholders when the Master Plan contract is let and to advise their active participation in the next stage is fundamental in achieving a successful outcome.
- Utilise the output of the needs analysis to explore the four development options further, which include:
    - The redevelopment of Playford Reserve to incorporate play space, the RSL and potentially additional tenant building redevelopment
    - Investigation of the development of Hockey infrastructure and New Multi-Sport Clubroom.
    - Investigation of the provision of a hockey turf
    - Secure the full site development with a football focus
- Incorporate within all of the development options, a suite of site embellishments which potentially include:
    - Enhanced drainage and reticulation of the oval(s).
    - Provision of new LED floodlighting around the oval and other sporting infrastructure to be installed to fulfil a recreational/training function
    - Re-alignment of cricket/Football Oval to create two ovals (senior)
    - Provision of a bound path around the park area creating connections with surrounding residential properties to increase site activation and use.
    - Introduction of fitness equipment and personal training areas around the perimeter of Higgins Park linked to the bound footpath / shared pathways.
    - Introduction of a dual use cycle / walking path with end of trip facilities.
    - Consolidation of play equipment.
    - Increase formal car parking bays within and around the fringe of the site.

APPENDIX A: Document Review

Document	Precis of Main Considerations
Town of Victoria Park	
Town of Victoria Park Strategic Community Plan 2017—2032	The Strategic Community Plan is the fundamental component of the Town's Integrated Planning Framework. It sets out the strategic direction for the Town in meeting the requirements of the resident community. Within the plan there are key areas which are directly relevant to the development of Higgins Park. The stated vision includes a statement that the Town of Victoria Park will be a dynamic place for everyone. Being an inclusive and connected with a thriving community. The mission includes the promotion of sustainable, connected, safe and diverse places for everyone (social) and to promote sustainable, liveable, healthy and green places for everyone (Environment) Strategic outcomes include: • S1: A healthy community • En5: Appropriate and sustainable facilities for everyone that are well built, well maintained and well managed • En6: Appropriate, inviting and sustainable green spaces for everyone that are well maintained and well managed • En7: Increased vegetation and tree canopy • Cl3: Well thought out and managed projects that are delivered successfully • All of these strategic outcomes are of direct relevance for the development of Higgins Park.
Long Term Financial Plan 2019 - 2033	The plan references a priority selection process which was undertaken by Elected Members to determine the future focus of significant initiatives. However, insufficient scoping and engagement has meant that no additional major initiatives have been included in the Long Term Financial Plan. This includes initiatives such as the Higgins Park master planning and redevelopment. The potential development was also identified during the recent public participation program (Evolve) and resulted in it, amongst other projects, being brought forward for consideration by elected members. Council felt it important to determine a scope of works and suitable estimations to deliver the various initiatives before committing any funds.
Social Infrastructure Plan	• Higgins Park Tennis Club: Local provision – Hierarchy. R55. Investigate and work with the Higgins Park Tennis Club to improve their viability. • Higgins Park – Sports Space – Hierarchy. R63. Develop a Master plan of Higgins Park to include: o Potential integration of pitch space with Millen Primary School o Realignment of the cricket ovals to provide two pitches and closer alignment to clubroom; reticulation upgrade / resurfacing and establishment of management plan to ensure pitch carrying capacity is maintained. o Upgrade and increase the floodlighting of main playing oval

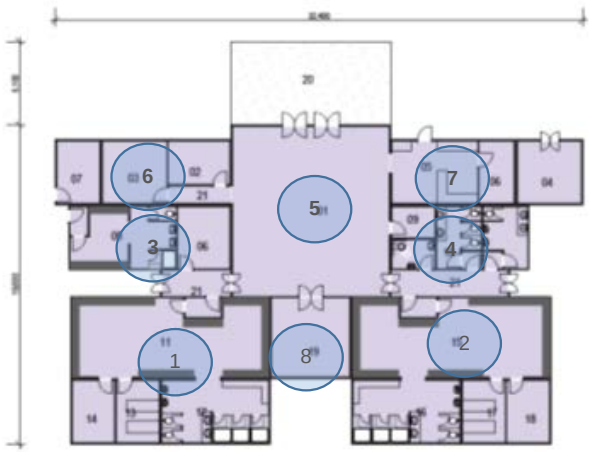
Document	Precis of Main Considerations
	o collocate Tennis and Football Club's into one multi-purpose clubroom buildings o Liaise with Higgins Park Tennis Club in regard to amalgamating with the South Perth Tennis Club or others.
Healthy Vic Park Plan 2017 – 2022	The plan states that the Town of Victoria Park recognises that good health is the cornerstone of a happy and connected community and is committed to creating a healthier and more active community. The vision is for a happy and healthy community and mission is to provide a local environment for all residents and visitors to achieve and maintain good health and wellbeing. The plan focuses on 3 key areas: • Healthy places and spaces: To provide healthy places and spaces to encourage and support healthy lifestyle opportunities. • Healthy people and community: guide and encourage our community to lead healthier lifestyles through the provision of lifestyle and educational opportunities. • Healthy businesses and events: To educate and empower our local businesses and events in prioritising the health of our community. The action plan includes reference to a variety of actions, some of which are generic in nature and provide limited direct measurement capability. Those that have relevance to the development of Higgins Park include: • There's a green space for me: o Maintain active and passive parks, playground and additional public open space. o Enhance existing public open space by utilising best practice methods such as the Healthy, Active by Design Framework. • There are exercise programs for me. o Deliver and support programs and initiatives that encourage a physically active lifestyle. o Support organised sport and recreational clubs. • I am connected and supported by my community. o Engage and partner with community to implement local capacity building initiatives. • There are social events for me. o Deliver events that create community connectedness and cohesion. o Promote and encourage premier public events in the local community.
Town of Victoria Park Sport & Recreation Facilities Strategy (Davis Langdon 2013)	• Rec 3: Synthetic Hockey Turf - This potentially could be at Higgins Park (as a replacement of the tennis infrastructure) - If the tennis club at Higgins Park cannot prove their viability within the next 4 years an alternative use of the site should be considered. • Rec 4: Develop Higgins Park Master Plan. The Town need to determine whether ongoing investment will ultimately achieve a viable

Document	Precis of Main Considerations
and subsequently updated in 2015 by the Town.	tennis club at Higgins Park. The Higgins Park Business Plan indicates that the club does not have a sustainable future without subsidy, merging with another tennis club and decommissioning of courts. • During the summer months significant spare capacity appears to exist at Fraser Park, Higgins, JA Lee Reserve and Parnham. During the winter months it appears that Harold Rossiter, Higgins and Raphael Park operate at or near capacity. • AFL – Jnr - The Higgins Park Venue needs some surface improvements and dual use clubrooms with the tennis club should be investigated. Updated priorities identified in 2015 included: • Development of master plans for various Town reserves. • Incorporation of sustainable design in the development of new and upgraded recreation facilities. • Improving connectivity to recreation facilities through upgrades to the pedestrian and cycling network. • Provision of land and facilities for recreation and other community use on the Burswood Peninsula.
Disability Access & Inclusion Plan 2017-2022	The following outcomes are relevant to the development of a masterplan and identification of facility needs: • Outcome 2: People with disability have the same opportunities as other people to access the buildings and other facilities of the Town of Victoria Park. • Strategy 9: Advocate and work in partnership with key stakeholders and local government authorities to improve buildings, facilities and management systems with respect to access and inclusion.
Joint Bike Plan for CoSP and ToVP (Aug 2018 – Aurecon)	The critical area relevant to Higgins Park referenced the need to provide direct connections between primary routes and major trip generators such as shopping centres, industrial areas, major health and educational institutions, sporting and civic facilities.
Integrated Movement Network Strategy (2013)	Key outcomes of the Strategy included: • Improve access to employment, entertainment, medical, education and community facilities, while considering the needs of people with mobility, visual or hearing impairment; • Create a healthier and more accessible community through encouraging active travel such as cycling and walking
The Draft Local Planning Strategy (as endorsed by Council 10 July 2018)	The draft strategy identifies under section 3.4, Recreation and Open Space; Strategy 8: Ensure optimisation of environmentally sustainable recreation spaces, enhance parklands and ensure accessibility for all residents, workers and visitors. This included: • The preparation of the POS Strategy; • The development of master plans identified within the Sport and Recreation Facilities Strategy and • Incorporate sustainable design and equal access provision in the development of new and upgraded recreation facilities.

Document	Precis of Main Considerations
	The strategy references Higgins Park as being within East Victoria Park and St James and performing a district level function having an area of 72,330m^2. The POS assessment is largely quantitative and there has been no detailed survey of open space quality or community usage and attitudes on which to base a qualitative assessment and plans for improvements and maintenance of open spaces. It is however noted that within East Victoria Park and St. James, there is close to a 10% provision of public open space, with a good range of local, neighbourhood and district open space. This assessment was undertaken in advance of the completion of the POS Strategy.
ToVP POS Strategy (draft) 2019 Produced by UDIA	The research identified the following key considerations • Higgins Park is one of 8 POS (Sport) Spaces (Incl Raphael, Harold Rossiter, Fraser, Fletcher, Carlisle, J A Lee and Parnham Park). o Victoria Park Raiders AFL 1080 and Beverley FC AFL – 50 (Winter) – No Availability. o SPJCC Cricket – 160 and Carlisle CC Cricket – 22 - (Summer) – 50-75% - Some Availability • Play equipment – Equipment at Higgins Park: Average quality, off-the-shelf equipment, partly fenced and well shaded. Recommendations included. • Higgins Park: Ensure ongoing use of this facility for formal sporting use. Manage water consumption through the implementation of Smart Irrigation System. Increase tree coverage to oval perimeter. Support Transport connection – end of trip facilities. Considered for event activation opportunities. • Playfield Reserve: Consolidate turf into single useable space and remove turf from under trees and in non-active areas, replace with native vegetation. Implement community engagement program to encourage ongoing ownership of park, development of park infrastructure and to improve social and mental health of nearby residents. Upgrade playground to incorporate adventure play facilities aimed at older children. Include supporting infrastructure such as shelter, seating and tables to support parent/carer use of the POS
Relevant Sport Specific Plans and Strategies	
Strategic Directions for the Western Australian Sport and Recreation Industry 2016-2020 (Department of Sport and Recreation)	The document provides vision and direction for Western Australia's Sport and Recreation Industry. The following key challenges, relevant to the development of sporting infrastructure, are: • PUBLIC OPEN SPACE AND URBAN FORM: Spaces for sport and active recreation are integral components of urban infrastructure and make a significant contribution to community health and wellbeing. In order to deliver public open space, which meets the needs of communities into the future, we must be efficient with resources, focus on the function of sites, provide equitable access to facilities and secure strategically important regional scale spaces. • COMMERCIALISATION: A small number of high profile sports with significant participation bases and integrated competition structures now have robust commercially-oriented business models, while community-based sport and recreation organisations are

Document	Precis of Main Considerations
	increasingly reliant on public investment for their survival. Public investment in sport and recreation organisations should factor in the capacity of these organisations to source commercial revenue. • FINANCIAL [UN]CERTAINTY: The sport and recreation industry must optimise the value derived from public and private funding in tight fiscal circumstances. Sport and recreation stakeholders must be strong advocates for the many benefits that are enabled by continued investment. • LIFE COURSE AND LIFE STAGE PARTICIPATION: The achievement of improved participation rates in sport and recreation, and more broadly active lifestyles, will require innovative responses to the life course and life stage circumstances of Western Australians. A combination of expanding pioneering initiatives and adapting successful concepts from other jurisdictions can stimulate healthier and socially-beneficial outcomes for our community.
Classification framework for public open space (Department of Sport and Recreation) 2013	Within the Classification Framework for Public Open Space, different types of POS infrastructure are categorised by primary function: recreation, sport and nature space; and by expected catchment: local, neighbourhood, district or regional open space. Descriptions of primary function comprise: Recreation space • Provides a setting for informal play and physical activity, relaxation and social interaction. • Includes open parkland and gardens, community gardens, corridor links, amenity spaces, community use facilities, civic commons or squares. Sport space • Provides a setting for formal structured sporting activities. • Includes playing surfaces, buffer zones and supporting infrastructure such as clubrooms. Nature space • Provides a setting where people can enjoy nearby nature. • Includes sites managed to encourage recreational access while protecting local ecological and biodiversity values. Catchment category descriptions are based on expected purpose, typical size and how far a user might travel from their home to visit parkland, and include: Local Open Space • Usually small parklands that service the recreation needs of nearby residents. • 0.4ha to 1ha in size and within 400 metres or a 5 minute walk. Neighbourhood Open Space

Document	Precis of Main Considerations
	• Usually provide a variety of features and facilities with opportunities to socialise. • 1ha to 5ha in size and within 800 metres or a 10 minute walk. District Open Space • Usually designed to provide for organised formal sport and inclusion of substantial recreation and nature space • 5ha to 15ha in size and within 2 kilometres or a 5 minute drive. Larger areas of Regional Open Space are expected to serve one or more geographical or social regions and attract visitors from outside any one local government (LG) area. Size will be variable and dependent on function. When sport space is identified as a necessary regional function, land allocations for playing fields and sports facilities are expected to be upwards of 20 hectares in area.
AFL Facility Guidelines (2019)	The following is a summary of the recommendations contained within the facility guidelines for local level infrastructure. Local facilities are designed to cater for local level competition including junior competitions within individual suburbs/townships/municipalities and are usually the 'home' of one seasonal club. Facilities and playing surfaces are provided to home and away competition standard only. **Orientation and Design - Local (Essential components):** • Pavilions (and main viewing areas) should be positioned to allow viewing of the entire field of play and to avoid looking into the sun and are therefore positioned on the Western side of the playing field. • Amenities (Player toilet/showers) - 25m^2 x 2 • Change Rooms - 45m^2-55m^2 x 2 • External covered viewing area - 50m^2 • Kitchen and Kiosk - 20m^2 • First Aid/Medical Room (Public Access) - 15m^2 • Office/Administration/Meeting - 15m^2 • Public Toilets - Male 10m^2, Female 10m^2, Disabled 5m^2 • Storage (internal and external) - 20m^2 • Social/Community Room - 100m^2 • Timekeeping/Scorers Box - 10m^2 • Umpires' Rooms (including toilet and showers) - 20m^2-25m^2 • Utility/Cleaners Room - 5m^2+ The basic design principles identified above detail the following key areas:

Document	Precis of Main Considerations
	1- Home Changing 2- Away Changing 3- Umpires and Storage 4- Public Toilets and Utility 5- Social Room 6- Ancillary Administration 7- Kitchen and First Aid 8- Gymnasium  
Draft Western Australian Cricket	The WACIS is to provide the Western Australian cricket community and its stakeholders with a detailed assessment and analysis of the state's cricket facility landscape across metropolitan and country Western Australia. The strategy identifies:

Document	Precis of Main Considerations
Infrastructure Strategy 2019-2028 (WACA)	• Victoria Park as being within the South East Cricket Region and having a club participation (2017/18) of 1,275 – 11th out of the top 20 club and community cricket participating Local Government Authorities (LGA) at the completion of the 2017/18 season. • A broad assessment of future team numbers to 2028 suggested a need for 108 teams (based on a bland assessment of 11 players per team with no floating / substitution players). • Key facility issues across the state included the quality and provision of practice facilities, synthetic pitch condition and dimensions (below standard). Ageing infrastructure, lack of indoor training facilities, a shortage of field and practice facility lighting, non-inclusive player amenities, lack of ground availability; lack of access to school facilities; poor spectator facilities; perceptions impacting on participation; limited access to funding and seasonal creep. • Club based facilities are identified under premier (for a premier club); home (community club), satellite (additional club) and school. • For a home based facility the following facilities are required: playing field, 5/6 turf pitches per playing field, or 1 synthetic pitch per playing field, pitch covers for turf pitches, temporary or permanent scoreboard, 3-6 synthetic practice nets spectator viewing (natural shade) and 40 car parks per playing field. • Club facilities and amenities should include: 2 unisex players change rooms per playing field; one unisex official's change room per playing field; kitchen or kiosk; socials/community room (indoors); toilets (m/f or unisex & accessible), scorers viewing area; ground maintenance storage (for turf venues) and equipment storage. • Priorities for the South East zone include: o Identify opportunities within schools, new developments or on underutilized or unoccupied green spaces where new playing fields and supporting infrastructure can be developed to address current capacity issues and forecast population growth. o Identify future facility development opportunities where new synthetic and turf pitches can be provided to meet current and future demand. o Develop a list of regional priorities for the renewal and upgrade of practice facilities. o Develop prioritised pavilion upgrade and renewal plans utilising current facility and participation data. o Prioritise projects that increase the number of all gender player amenities and inclusive social spaces. o Identify suitable venues and practice facilities where the introduction of compliant floodlighting will increase cricket scheduling and participation opportunities.
Cricket Australia Design Guidelines: Community Cricket Facility Guidelines (2015)	The guideline states that it is important the following Standards, Codes, Acts and Regulations are complied with and fully-considered during the planning and design of clubrooms and associated buildings: • Australian Standards (using the version applicable) • The Human Rights and Equal Opportunity Commission (HREOC) advisory notes

Document	Precis of Main Considerations
	• The Building Code of Australia: National Construction Code (NCC, formerly the BCA) (applicable at the time a Construction Certificate is applied for) • The National Code of Practice for the Construction Industry and the Australian Government Implementation Guidelines for the Code • The requirements of State Departments and Authorities responsible for planning and environmental matters • The National Standard for Construction Work document, National Occupational Health and Safety Commission - NOHSC:1016 • The Protective Security Policy Framework (PSPF) document promulgated by the Australian Government Security Construction and Equipment Committee (SCEC) • Work Health and Safety Acts (2011) (WHS) • Disability Discrimination Act (1992) • Disability (Access to Premises – Buildings) Standards 2010 • AS 1428.1 – Parts 1, 2, & 4 - Design for access and mobility Universal design principles should be incorporated within all facility developments to enable all people to feel included without the need for differentiated or specialised/adapted features. The following spatial guidelines refer to a local level facility: • Changing rooms /area: 2 change rooms per playing field - 40 – 60m^2 x 2 • Amenities (player toilet/showers): 2 amenities per playing field – 40 – 50m^2 x 2 • Accessible toilets: male 15m^2 female 15m^2 accessible 5.5m^2 • Umpires room (including shower & toilet): 15m^2 (optional) • Medical/first aid room: 10m^2 (optional) • Kitchen and Kiosk: 15 – 25m^2 provision dependent on level of venue capacity, use and activity • Kitchen storeroom: 8m^2 (built into overall kitchen/kiosk area) (desirable) • Social/ BBQ area (outdoors) as needed • Internal building storage: 30m^2 • Cleaner's store: 5m^2 • External storage: 30m^2 • Utilities/ plant room – as required • Curator's store/shed – 60m^2

Document	Precis of Main Considerations
	When considering a new building or redeveloping existing facilities the guide states that it is important to reduce direct environmental impacts through the implementation of practices and design ethos such as: • Optimising the size of new buildings and/or the potential of existing structures • Investing in energy-efficient technologies and optimising energy usage through initiatives such as passive solar design and natural ventilation systems • Protecting and preserving water • Using environmentally-friendly and green materials • Enhancing indoor environmental quality • Optimising operational and maintenance practices • Minimising waste through recycling and efficient use of resources • Ensuring the space sporting facilities occupy is designed, occupied and operated with the objective of best practice environmental performance
Tennis West Strategic Facilities Plan (Final Draft 29/03/2018)	The strategy was formally adopted by Tennis West in 2018. The following represents a summary of the key outputs and recommendations relating to the sport of tennis generally across the state: • Four strategic priorities form the basis of the Tennis West facility planning and development framework and for metropolitan Perth these include: o Increasing venue access and use. Including, where appropriate, investigate the consolidation or rationalisation of underutilised courts to provide a more sustainable club network. o Enhancing facility capacity. Including working with and encourage clubs who wish to convert their natural grass courts to hard courts as a result of high maintenance costs. Ensure any new hard courts developed provide floodlighting. o Developing stakeholder partnerships: Which includes providing adequate support and resources to existing and potential future club coaches to ensure tennis programming and activities are being driven at a local level. o Prioritising infrastructure investment: Which includes the mapping of registered players and establishing a metropolitan benchmark for venue catchments to identify overlaps, duplication and any potential rationalisation opportunities. • Limited community or non-member access to single use tennis facilities, ongoing maintenance of grass courts and a lack of floodlighting are key issues being experienced by clubs and LGAs in the metropolitan zones. • The large number of grass courts in the metropolitan zones (451) is impacting participation growth. Despite grass courts being conducive to the local climate and preferred by many senior players, they do not provide an ideal surface for coaching, junior development, winter or evening use.

Document	Precis of Main Considerations
	• Victoria Park is not identified as a key growth corridor for Metropolitan Perth. Victoria Park lies within the Central Zone where there are 26 affiliated clubs and venues (including the State Centre). There are 351 courts(182 grass, 119 acrylic, 17 cushioned acrylic, 13 synthetic clay, 12 synthetic grass, 8 clay). Member to court ratio –14:1 which indicates a significant over-provision (unlit court ratio is 20:1 and floodlit 30:1). There is however a deficit of floodlit facilities. • The strategy emphasises in Western Australia there is a need for more sustainable and professional operations within existing and new venues and it has been recognised that the development of more venues with a regional focus is critical to the long term health of tennis. • Any future development of a Large Community (12+ courts) or a Regional tennis facility (16+ courts) should provide a consistent court surface (preferably acrylic) to attract tournaments.
Clubhouse Information Sheet (Tennis Australia14/10/2011)	The fact sheet identifies facility development elements which need to be considered as part of any new development. The core internal facilities include: • Internal layout, consider an open plan • Sufficient kitchen facilities for functions • Office come Tournament room • A secure safe • Sufficient tables and chairs for visitors and functions • Sufficient toilets for number of attendees • First aid kit or a first aid room • Storage locker / facilities for players gear • Shower and changing facilities • Childcare facilities for pre-school children of visitors • Sufficient space for maximum number of attendees at events (during inclement weather) and functions (allow for tables and chairs). Additional Facilities are identified as: • Pro Shop • Drinks and sweets sales • Café • Bar and Liquor licence • Racquet restringing

Document	Precis of Main Considerations
	• Storage for excess chairs and tables • Secure storage for equipment and tools (e.g. nets)
Hockey WA Strategic Facilities Plan (2009)	Contains a series of recommendations relating to the provision of synthetic turf and grass pitch infrastructure. In consideration of State Sporting Strategic Facilities Plan, the Hockey WA Board is to review its existing policy titled "Additional Synthetic Turf" to determine the level of and the conditions under which funding may be available for turf provision. Twelve (12) specific sites are identified for synthetic turf pitch provision with associated grass pitch provision. The document is principally focused on metropolitan Perth and identifies a population trigger point of 1:75,000 head of population for turf provision. Due to a recent increase in turf provision which has had an adverse impact on existing turf viability, particularly at the State Hockey Centre, Curtin, Hockey WA have indicated they are in the process of reviewing the strategy with a view to providing more detailed guidance for the long-term viability and sustainability of turf infrastructure.
AusPlay: Participation data for the sport sector: Summary of key national findings October 2015 to September 2016 data (Australian Sports Commission)	AusPlay is divided into two overarching age categories: Children (age 0-14) and Adults (15 and over). The data provides participation estimates across a range of 135 different sport and non-sport related activities. Sport-related activities are those related to National Sporting Organisations (NSOs), including participation that occurs without direct affiliation to the NSO. Non-sport-related activities are not related to NSOs and include gym/fitness activities, bushwalking and many more. AusPlay also provides data about activities that take place through an organisation or at a venue, (although for children, all activities are defined as 'organised' and take place outside of school hours). School participation programs are not captured by Ausplay. The data is used by government at all levels to inform future sport policy, facility planning and provision, and program design to address barriers to participation. The national data output identified: - Over 17 million Australians aged 15 or over (87%) participated in a sport or physical activity in the last 12 months. - Nearly 3.2 million children (69%) participated in some form of organised sport or physical activity outside of school hours. - Adult men and women participate at similar levels across the life stages. - However, girls 9-11 years old are slightly more likely to participate in sport or physical activity (at least once a year) compared to boys of the same age. - 11.6 million Australians (59%) aged 15 or over are participating in sport or non-sport related physical activity three or more times per week. - 2.5 million Australian children (54%) aged 0 to 14 are active at least once a week through organised sport/physical activity outside of school hours. Only 19% or 0.9 million children are active at least three times per week. - Australian adults tend to play sports for longer durations than non-sport related physical activities. However, they participate in non-sport related physical activities more often than sport.

Document	Precis of Main Considerations
	- Women are more likely to participate in sport or physical activity for physical and mental health reasons and to lose or maintain weight than men. - Men are more motivated by fun/enjoyment and social reasons than women. - For adults, up to middle-age, time pressure is by far the main barrier to participating in sport or physical activity. Poor health or injury then also becomes a main factor. - The main barrier to young children's participation in organised out of school hours sport or physical activity is their parents' perception that they are too young to start playing. - Sport clubs are the primary avenue for children to be active (except for children aged 0–4, who are more likely to be active through other organisations). - Sport clubs are not the main choice for participation in sport or physical activity in Australia for adults aged 18 years and over. - While sport clubs are the main avenue for both girls and boys, throughout childhood boys (50%) are more likely to be active through club sport than girls (33%). - The use of technology for sport or physical activity is popular with 39% of the Australian adult 'playing' population. Its popularity is highest amongst younger adults, particularly younger women. - Recreational walking is the most popular physical activity for Australians overall, followed by fitness/gym activities. The data has been updated since the initial report, but the general participation rates and trends have remained similar since the initial report.

APPENDIX B: Demographic Analysis

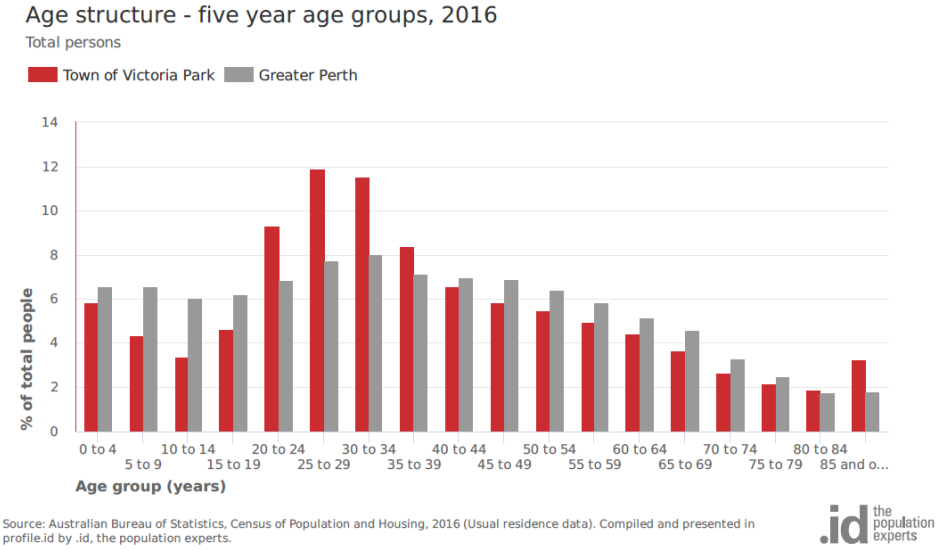
The following information identifies the Town of Victoria Park Demographic influences. The information has been obtained from Forecastid™; Profileid™ and the ABS Census.

Population & Growth

The 2018 population of Town of Victoria Park estimated at 36.601 (Estimated Resident Population). The latest ABS census data indicates that in 2016 the resident population was 34,986, an increase of 7,029 since 2006 (an annual population change of 2.27%).

Figure 6 illustrates the current percentage of population in five year age groups compared to Greater Perth. It can be seen that in comparison to Greater Perth the Town has a relatively high number of residents within the ages of 20 to 39 which is indicative of the Towns close proximity to the Perth CBD and the strategic employment area which tends to attract young upwardly mobile individuals / couples. It is this age range which will predominantly take part in senior organised competitive sport. It is also this age range which is often time poor due to work and social commitments outside of a sporting environment.

Figure 6: Population of the Town of Victoria Park 2016 (Source: Profile ID



The most significant differences overall between the age structure of the Town of Victoria Park and Greater Perth were:

- A larger percentage of persons aged 25 to 29 (11.9% compared to 7.7%)
- A larger percentage of persons aged 30 to 34 (11.5% compared to 8.0%)
- A larger percentage of persons aged 20 to 24 (9.3% compared to 6.9%)
- A smaller percentage of persons aged 10 to 14 (3.4% compared to 6.0%)

The largest changes in age structure in this area between 2006 and 2016 were in the age groups:

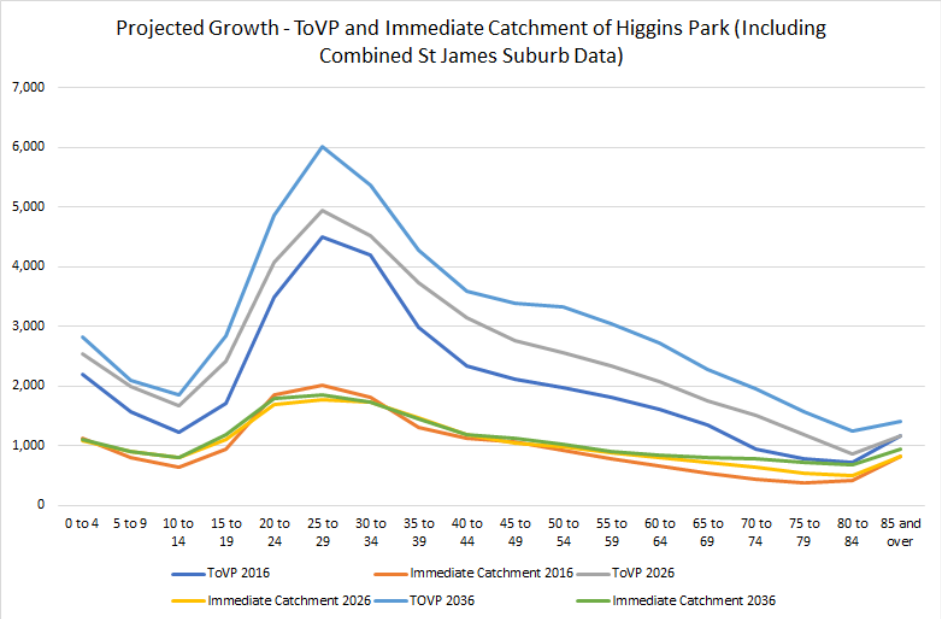
- 25 to 29 (+1,339 persons)
- 30 to 34 (+1,270 persons)
- 35 to 39 (+705 persons)
- 0 to 4 (+613 persons)

This further emphasises the attraction of the Town for young upwardly mobile couples, some of which are starting families. Overall, as young families age, there will be a propensity for the family units to move out into outer lying and more cost effective suburbs. This will impact on children's sports participation which will experience a slight decline in comparison to Greater Perth.

Higgins Park lies centrally within the suburbs of Bentley, East Victoria Park – Kensington and St James (Town of Victoria Park and City of Canning). For the purpose of this analysis the population data from all four suburbs has been used to draw conclusions in relation to the potential impacts and opportunities for the development of the site.

The projected growth for the catchment in comparison to the Town of Victoria Park in five year increments is identified in Figure 7 below:

Figure 7: Projected Population Growth within the Immediate Catchment of Higgins Park and Town wide (Source: Forecastid)



It can be seen from the population profile that the general population profile is a relatively flat structure from 2016 through to 2036 across the immediate catchment and age ranges with the most significant population growth being within the ageing demographic (aged 65 and above). This is in direct contrast to the Town metrics which further highlight the strong growth in young working adults. The key issue is the established residential development within the immediate catchment of Higgins Park and the limited infill development contributing to a relatively slow growth in comparison to the rest of the Town. This obviously offers limited opportunity for growth in existing sporting use as a result of population growth and a need to potentially be more innovative in the expansion of clubs and provision of sports developmental opportunities.

With regard to each suburb within the immediate catchment there are significantly different challenges faced by each area.

St James within the City of Canning and within the Town of Victoria Park highlights a relatively low population base which is predominantly occupied by young family units. Figures 8, 9, 10 and 11 refer. The components of population change confirm that within the combined suburbs, population will grow slowly over the five year periods to 2036. This growth is largely attributable to births with a negative net-migration. The negative net migration can be attributed to middle age family units vacating the combined suburbs resulting in an overall growth of less than 20 residents a year over the 20 year period.

Figure 8: Projected Population Growth in St James (Town of Victoria Park) (Source: Forecastid)

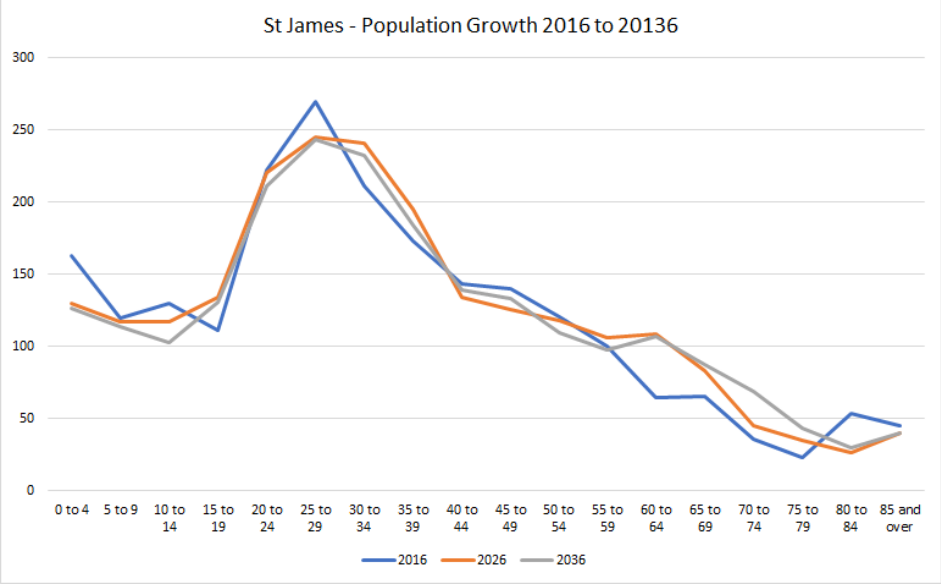


Figure 9: Projected Population Growth in St James (City of Canning) (Source: Forecastid)

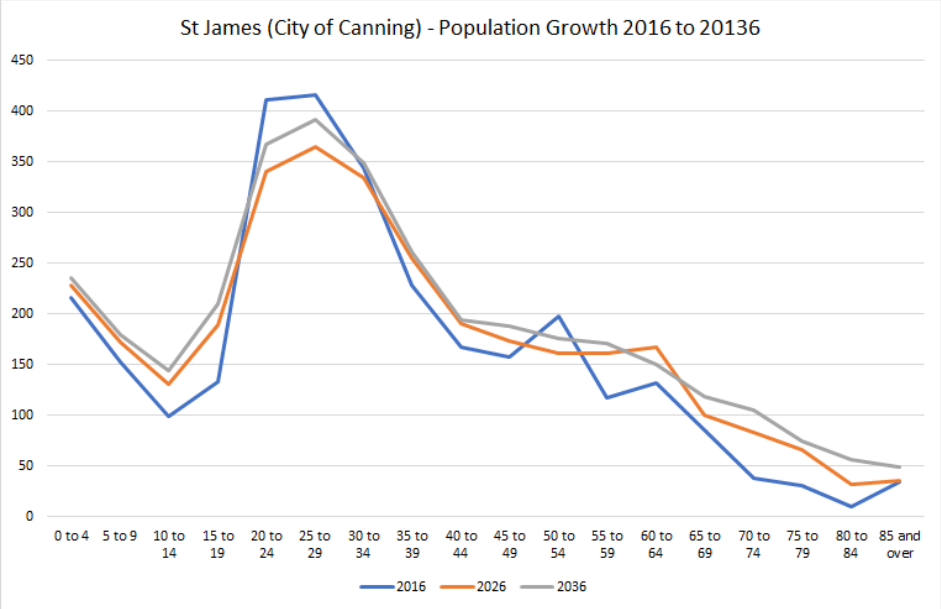


Figure 10: Components of Population Change: St James (Victoria Park) (Source: Forecastid)

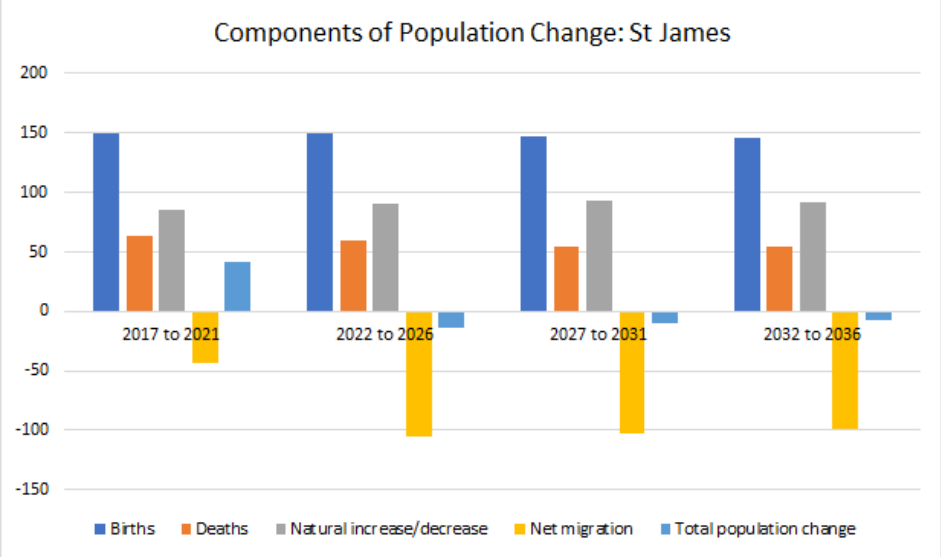
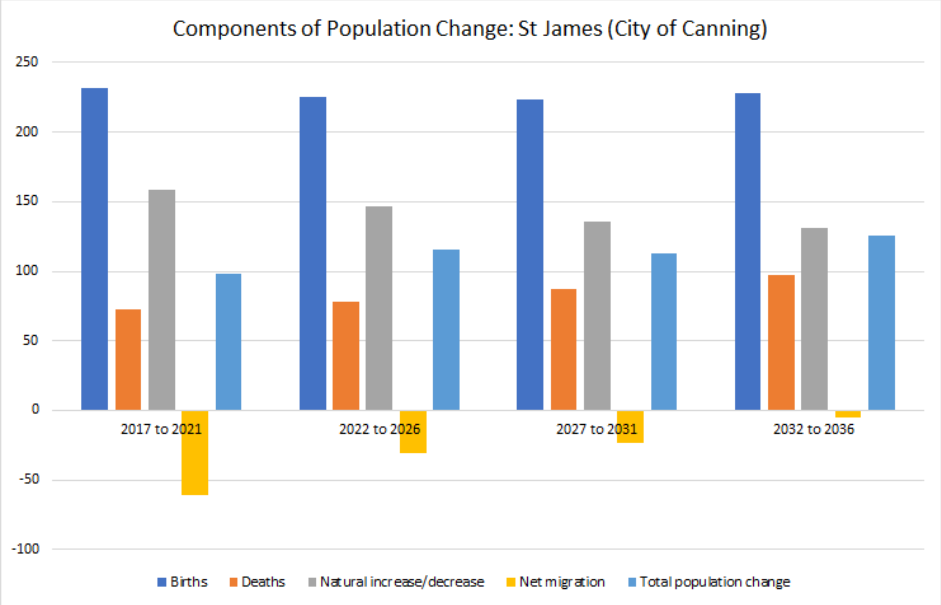


Figure 11: Components of Population Change: St James (City of Canning) (Source: Forecastid)



The circumstances within the other two suburbs is different with a higher population across all age ranges. East Victoria Park- Kensington projected population growth is more significant with the birth rate being consistently high and a profile which is consistent with the Town Generally although the net migration is negative overall. Young single person, couples and families with young children are the predominant household type.

Figure 12: Population Projections for East Victoria Park-Kensington (Source Forecast ID, 2018)

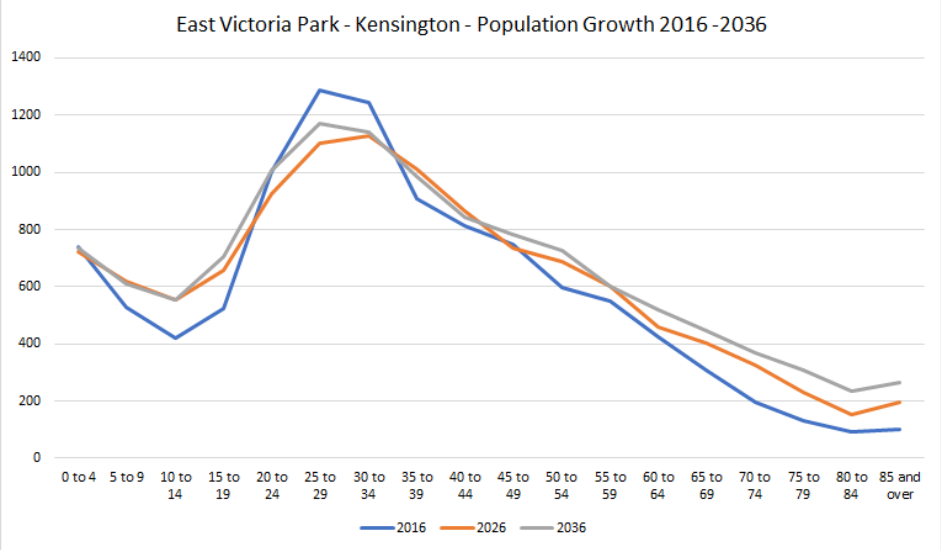
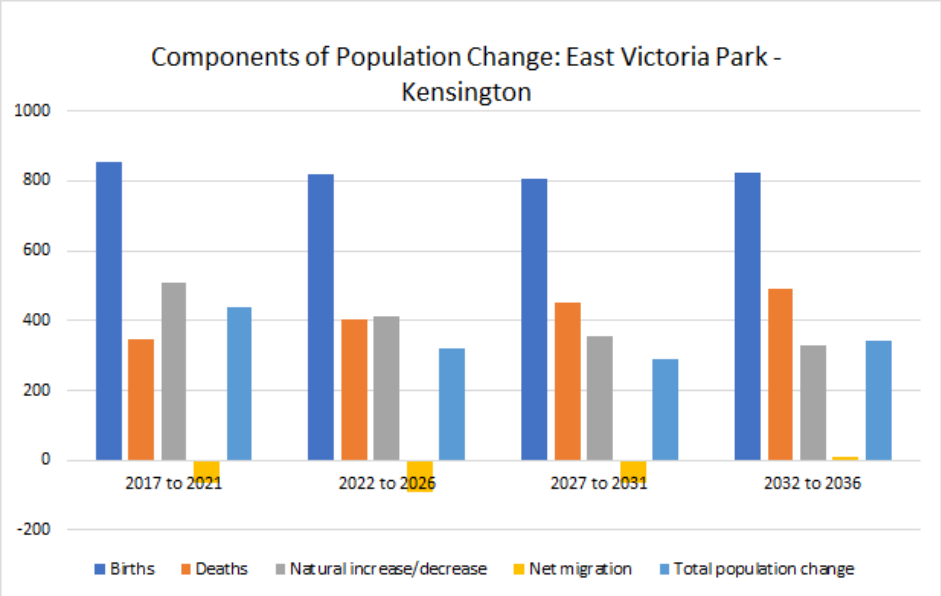


Figure 13: Components of Population Change for East Victoria Park-Kensington (Source: Forecastid)



Bentley is typified by a student and ageing population with almost no growth attributed to births and a high net inward migration across the suburb. The population profile reflects the transient nature of students at Curtin University and the limited permanent accommodation for family households. The high levels of an ageing population highlights a focus on seniors and aged care accommodation within the suburb. This indicates that the demand for sport and recreation infrastructure is likely to be low for the suburb within the immediate Bentley catchment.

Figure 14: Population Projections for Bentley (Source: Forecastid)

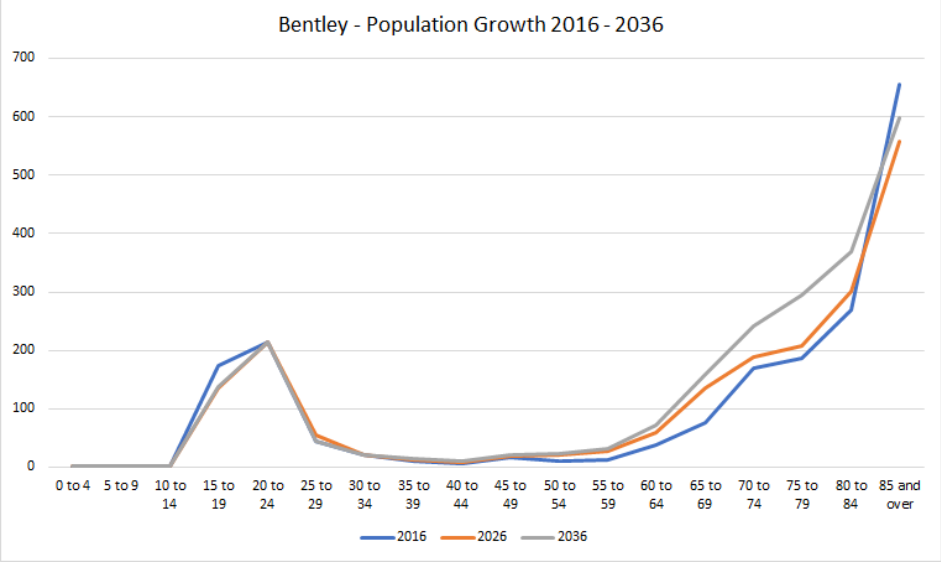
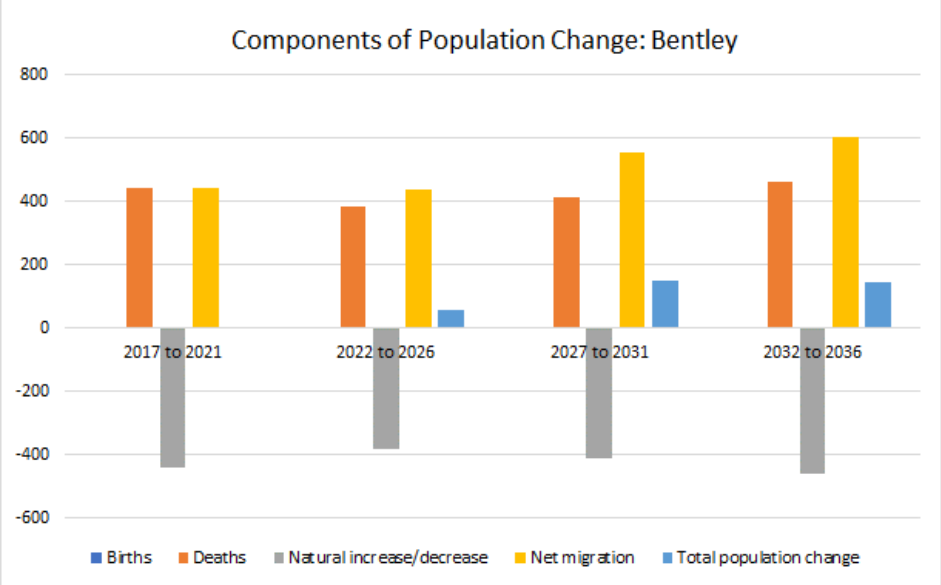


Figure 15: Components of Population Change for Bentley (Source: Forecastid)



As a district level facility it is also important to consider the broader Town of Victoria Park Profiling. This is referenced at Figure 16 and 17 below. The most important aspects to consider are while there is projected growth across all ages, the net migration across all suburbs is higher than the birth rate throughout every five year interval. This highlights a high transient community which is likely to impact on the volunteer network, stability of clubs and participation rates as residents move on. This however does indicate strong population growth and higher densities within an inner urban area, which tends to result in higher demand for access to POS and sporting infrastructure.

Figure 16: Population Projections for the Town of Victoria Park (Source: Forecastid)

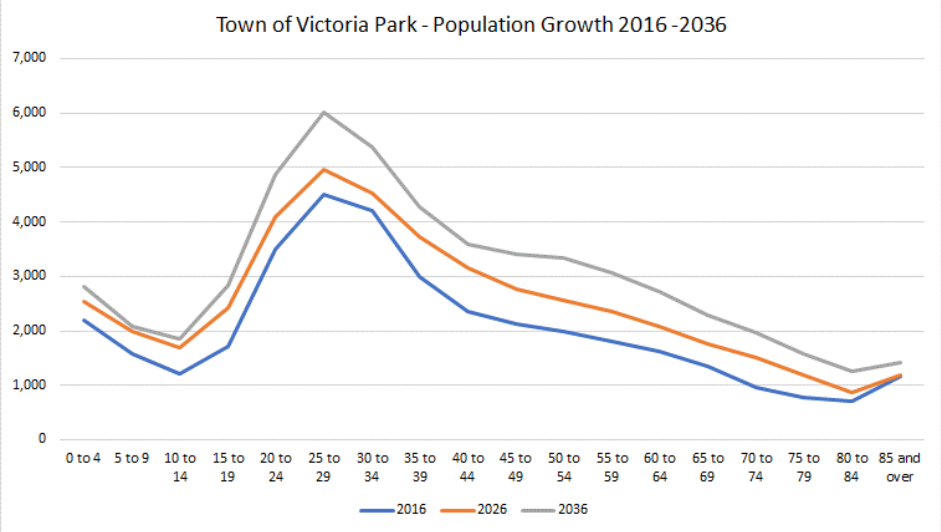
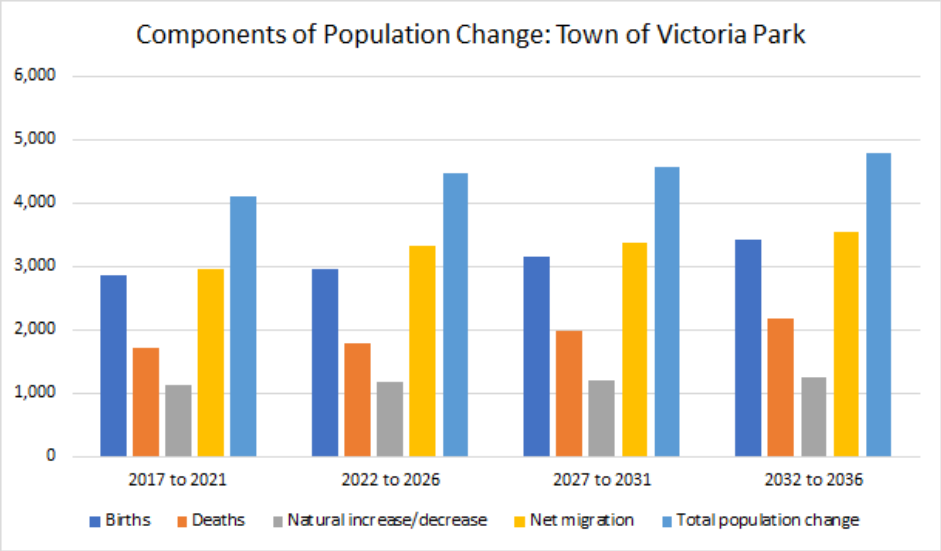


Figure 17: Components of Population Change for the Town of Victoria Park (Source: Forecastid)



Profileid identifies 2016 individual income levels in the Town of Victoria Park compared to Greater Perth and it indicates there was a higher proportion of people earning a high income (those earning $1,750 per week or more) and a lower proportion of low income people (those earning less than $500 per week) within the Town. Overall, 15.7% of the population earned a high income, and 33.0% earned a low income, compared with 15.1% and 35.7% respectively for Greater Perth.

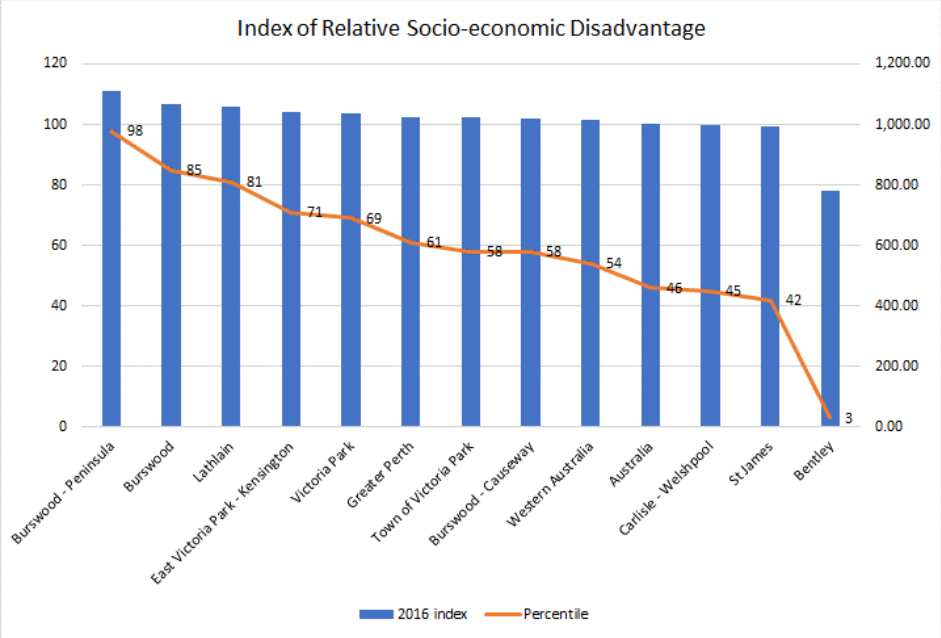
The major differences between the Town of Victoria Park's individual incomes and Greater Perth's individual incomes were:

- A smaller percentage of persons who earned $1 - $149 (3.4% compared to 4.4%)
- A smaller percentage of persons who earned $300 - $399 (6.4% compared to 7.2%)

The Index of Relative Socio Economic Disadvantage is presented at Figure 18. This indicates the relative affluence (above 1,000) or deprivation (below 800) within a given suburb and is measured

against the average for Western Australia and Australia. It can be seen that all suburbs within the Town rank as reasonably highly advantaged with Bentley being the only suburb indicating a high level of disadvantage. St James is also below the Australian and West Australian average index but relatively comparable. This would generally be indicative of the ability of individuals and family units to pay for sport and recreational pursuits and where attention potentially needs to be paid for families and individuals to be provided with ready access to POS and active reserve space for mental and physical health benefits at a low / no cost.

Figure 18: Index of Relative Socio Economic Disadvantage (Source: Profileid)



APPENDIX C: Visual Site Audits

A visual site audit of existing infrastructure and the potential land to the north has been undertaken. In order to support this process a series of drone photographs were undertaken to provide an overview of the land limitations and contouring to assist with the development of the Master Plan.

Visual assessment	Images	
Football and Cricket Club Clubhouse and Oval		
• Appearance externally of the building is good and structurally sound. • Internally the building, while clean and in reasonable condition lacks storage and sufficient flexibility to meet the modern needs of football and cricket. The lack of unisex changing provision will harm potential women's game development and is not consistent with contemporary pavilion / clubhouse designs. • Car parking immediately to the north and shared with adjacent tennis club with direct access off Playfield Street • Playground to the southwest adjacent to clubhouse, unfenced with play equipment suitable for young children and toddlers. Adjacent to the play area is a sheltered seating / picnic / social gathering area within BBQ. • Shade provided around the clubhouse for viewing the oval, built into the main structure. • The football oval benefits from 3 high floodlighting towers. (north, west and east). The oval is narrow		
		
		
		
		
		

senior provision with a small junior oval to the southeast • A synthetic cricket wicket is located in the southern part of the oval which is an inhibitor when laying out the oval configuration for winter football (historic records indicate the senior oval to the north is intentionally marked out with a narrow boundary and junior oval adjacent is marked to avoid the synthetic wicket). Length of the senior oval is 165m and width of 101m. Junior oval is 84m x 56m. The senior oval lies in a southwest-northeast orientation and southern oval similar although capacity exists to slightly modify to align closer to a north south orientation. • The playing surface was showing signs of wear and tear when visited with worn patches in the goal area. • Cricket nets (2No.) were in reasonable condition although the synthetic surface was showing signs of wear and tear and fencing was damaged in some areas, although generally sound.	   	   
Higgins Park Tennis Club – Clubhouse and Courts		
• The tennis clubhouse (JJ Higgins Pavilion) is old and has been developed in an ad hoc manner with extensions and infilling of the original structure. The internal space is limited functionally due to its age		

and does not meet contemporary design standards for sporting pavilions.

- There is a good shaded garden area overlooking the courts for social gatherings and an elongated grassed area with defunct netball/basketball board and shade structure with seating located within it. It appears to serve a limited current function although well maintained.
- Netting around all of the court areas was showing significant signs of disrepair with areas where post have been damaged and tilting. Some chain link fencing is damaged and in need of replacement.
- The grass court provision was reasonable (12No.). Hard court provision (4No.) was in reasonable order with halogen floodlighting. The fencing around the hard courts is in need of replacement due to damage to the gated area on its northeastern side.
- There is a small children's playground to the northeast of the tennis clubhouse for young children and toddlers. It benefits from an old shade sail and limestone wall. There is also a tennis hit up wall adjacent.
- Car parking services the facility to its west with direct access off Playford Street and shared with the adjacent cricket / football pavilion.
- The land surrounding the tennis courts falls away to the south east and is to provide space for an additional two tennis courts as supported by the Town

















of Victoria Park to enable croquet to be relocated to the site. This however has yet to commence. • Four of the existing grass tennis courts are to be developed into four hard courts with floodlighting.		
		
Playfield Reserve		
• Playfield Reserve consists of a small grassed open space lined by mature trees to its northwest and southeast. The grassed area provides for informal recreation with a small children's playground (for young children and toddlers) and seating area located immediately to the north of the RSL club. • There is no opportunity to create a formalized playing pitch structure on the reserve due to size constraints.		
RSL Club		
• The RSL Club lies on raised ground to the north of the Tennis Club and to the south of Playfield Reserve. It is a large built structure with sizeable function room, kitchen, toilets and offices. • Immediately to the south of the building is a large car park and war memorial. • A large tree lined bank lies between the tennis		
		

infrastructure and RSL car park. • The building is surrounded by mature trees • Signage adjacent to the war memorial highlights the current user groups – GTR Torana XU1 Car Club of WA, Combined Torana Car Club of WA, AMMPT Western Region, Holden Car Club of WA, Bentley Weight Watchers, The Gurney Club Inc & Community Centre and National Servicemen's Association of Australia WA Branch.		

APPENDIX D: Consultation Outputs

The following table incorporates all consultation outputs derived from the one to one consultations undertaken with current and prospective user groups together with the adjacent primary school. They are provided in full below and main responses incorporated within the main body of the report.

Table 11: Detailed Consultation Response and Feedback from Stakeholders

Consultee	Response
Higgins Park Tennis Club	Your current membership numbers/users: • When responding to this question, it was suggested that active users of the tennis courts was a more important statistic than actual members of the tennis club • The Club has 130 members who are primarily Pennant players • There is also a non-member playing base attributed to coaching totalling approximately 90 persons (30 adults/60 children) • Casual users (social) make use of the 4 hard courts under lights on a Monday night which is fully booked (new online booking system has added to the use) and often oversubscribed in the summer months (up to 60 regular users) • Refer Utilisation statistics attached The nature of services that you provide: • Pennants tennis • Coaching • Social tennis • Bar facility • Hire of hall to Perth Swing Dance 2 times per week • Hire of courts to Ursula Frame Primary School one morning per week The venue you currently operate from, the facilities you use and your satisfaction with those facilities: • Venue was built in 1965 • 4 hard courts under lights • 12 grass courts (row of 5 and row of 7) • Clubhouse (55 years old) including bar facility, kitchen (recently updated by ToVP), meeting room, hall, toilets and storage/utility rooms Your future growth aspirations and whether those aspirations are supported by any strategic planning, operation plan or business planning document: • Deal has been done with Victoria Park Croquet to utilise 4 tennis courts at croquet courts. In essence: o The first two tennis courts in the current row of 5 grass courts will become an exclusive croquet court o The other 3 grass courts in this row will be added to by one court at the eastern end and become hard courts under lights (as will the croquet court) o Total hard courts under lights will then be eight o An additional grass court will be added to the current row of 7 courts at the western end and the resulting first 2 tennis courts will become a croquet court for exclusive use by Croquet 2 days per week (no lights). Otherwise these courts will be shared by Tennis and Croquet. The other 6 grass courts will remain in use

	o The result is that Tennis will have 8 hard courts under lights, 6 exclusive grass courts and 2 shared grass courts (5 days per week). Croquet will have 1 exclusive use court and 1 court that is exclusive 2 days per week and shared 5 days per week. o Croquet will also be provided with office and storage space for their exclusive use and will share the amenities of the Tennis club o Tennis is satisfied with this and believes it will meet the demand of hard court use including that of social tennis under lights (revenue raising) o Refer attached outline of the future court facilities o The proposal is fully approved and funded ($750k). Work should be completed mid-2020. o In a court sense, the Club believes it has met its objectives in its 2016-20 Business Plan The inhibitors your organisation faces: • The major inhibitor is now the age and quality of the clubhouse • Convenience, accessibility, safety and security are all issues that need addressing • Visibility of parking versus location of the hard courts causes security issues for cars • Lack of general lighting also causes security issues • The clubhouse is now a very ordinary amenity and is in need of a rebuild • If the clubhouse was relocated, this could create space for up to 4 new hard or grass courts resulting in space being freed up on the current row of 7 grass courts for a community facility/multi-sport clubhouse (as proposed by several other sports) and possible 2 full size ovals • Some members believe the courts should be angled 45 degrees to solve an afternoon sun issue, but this is not a priority • Attracting players is not an issue for the Club but retaining them can be. This is primarily because of the transient nature of the residents as many are Curtin University students who move on following completion of study or they are 1st homeowners who move on as their families and income grow. The financial sustainability of your organisation: • Club is currently operating profitably but has not built up cash reserves • It is no longer relying on a ToVP subsidy (between $5-$10k per year for the past decade) • Additional hard courts will generate additional hire revenue. Demand is driven by hard courts. • Maintenance cost of hard courts is 50% of grass courts (includes replacement cost every 5 years) • Additional lighting will come with an increased maintenance cost • Overall, the Club is expecting to grow financially with the new deal that has been struck but is in dire need of new off court multi-purpose facilities it is happy to share with other sports, but that facility must have a bar and function room Any additional activities and services you would wish to undertake at the Higgins Park site: • The Club would like to see a community hub/multi-sport facility developed at Higgins Park

	• Tennis can potentially co-exist with croquet and bowls. Was interested in the Area 5 Football concept until they were directed to Victoria Park Bowling Club The importance of the existing location to your organisation: • The Club is satisfied with the court space under the new Croquet deal • Believe the footprint is about right, particularly with the new hard courts replacing the grass courts • Would not like to see the footprint decreased but open to a new configuration taking into account the clubhouse space
Victoria Park Junior Football Club	Your current membership numbers/users: • Players range from Pre School to Year 10 (boys – 17 teams) and Year 5 to Year 11 (girls – 4 teams) • There are 455 registered male players and 62 registered female players • Female teams comprise Years 5/6 (2 teams – one primarily Indigenous and one primarily Muslim), Years 7/8 (1 team) and Years 9/10/11 (1 team). The numbers are rising steadily. • 90%+ of the players are drawn from ToVP • 1,700+ members/volunteers/supporters over a weekend • VPJFC is the largest club in the Perth District (represents 5% of community) and one of the larger clubs in the metro area The nature of services that you provide: • Team and Club environment (sense of belonging) • Football fields for training and playing • Coaching accreditation from pre-primary to youth for boys and girls • Significant Indigenous and Muslim representation for young girls • Incentive for Schooling amongst young Indigenous players including potential for pathway to Curtin University Aboriginal School • Social activities The venue you currently operate from, the facilities you use and your satisfaction with those facilities: • Higgins Park Oval is in St James and comprises a full size football oval (165m in length) and a smaller space that can be used for Auskick. Junior football is played in the winter and junior and amateur senior cricket is played in the summer on an artificial turf wicket. A clubhouse exists for both sports but is only used by the football club. • The turf is maintained by Council and is in reasonable condition. • The club house is 30 years old and suffers from capacity and aging issues in relation to its canteen, change rooms, storage and toilets. Refer items listed on attached grant submission. • The Club now has male and female teams, but the change rooms do not cater for female players. • The umpires change room is a very small room that is not suitable for a combination of male and female umpires. • Lights exist for training but do not cover entire oval and lux levels have deteriorated over the years. The lights are not suitable for playing games. As female football is played on Friday nights, this means home games are not played at Higgins Park (they are, in fact, played at Ellenbrook). • Security is a challenge with break-ins and smashed windows. There are no alarms and although the Club has asked for window meshing, nothing has

	been forthcoming. Most of what the Club installs is from internal generation. • There is drug use at night-time in areas that are hidden from site with volunteers often cleaning up the mess left behind prior to training or game day. Your future growth aspirations and whether those aspirations are supported by any strategic planning, operation plan or business planning document: • The Club is heavily reliant on a small number of volunteers (primarily off-field) and is currently going through a transition to new committee members. This has been quite challenging. • The Club believes growth will come from female football and Auskick. AFL is very popular and there is a regeneration of families in the ToVP. The Club is well run, successful and has a good reputation but is in need of modern and larger facilities (refer above). • The Club would like to create a community hub at Higgins Park by creating a facility that caters for both football and tennis along the line of the grass tennis courts. The Club already attracts 500+ participants and could cater for 750+ participants with the right facilities. The oval space is good, but the lights and rooms need updating. Many other local Councils have invested in facilities and have gained improved participation levels. • A community hub would go beyond sport and become a controlled base for recreational activities for the youth of the area. The inhibitors your organisation faces: • The primary inhibitor is the off-field facility. It is 30 years old and, whilst the Club adapts to what it has, it is in need of a modern and larger facility to create a community hub. The oval space is adequate and the oval at the primary school can be used if requires. • Female football is growing rapidly but don't have the facilities to cater for female participants. Games are played on a Friday night, but lights are not adequate. Must travel to Ellenbrook. The Club misses out on a potential income source and the players have to travel a long distance. • The relationships with co-tenants such as the tennis club and primary school are cordial but not active. Each keep to their own but will help out where required. There is no relationship with the RSL or junior/amateur cricket. • The relationship with Perth and WCE is not proactive. Perth used Higgins Park to train on when the upgrades at Lathlain Park were on going but more need to be done in this area. • There has been no contact by either Perth or WCE concerning the use of Higgins Park considering the overload of training at Lathlain Park (given WCE have a team in the AFL, team in the WAFL and team in the WAFL and Perth has a League, Reserves and Colts team). • There is a belief the ToVP needs to assist in building a Community Hub at Higgins Park (refer attached Grant application). There are now many examples of this happening in other localities with positive results. • Random users of the public space can be problematic from time to time. This includes informal soccer matches by sections of the public. The financial sustainability of your organisation: • Club is in a reasonable financial position making annual profits and building small cash reserves. Generate net $3 per child rom registration fees. Reliant on canteen income, donations and in-kind contributions. • Able to contribute $20k-$30k towards new facilities.

	• Missing out on income because female football home games are not played at Higgins Park.. Any additional activities and services you would wish to undertake at the Higgins Park site: • The Club would like to see a Community Hub formed football and tennis being the cornerstone tenants but also involving the primary school and the youth of the area. The Tennis Club clubhouse and the Football clubhouse would be demolished with a new clubhouse built for both tennis and football along the East/West line of the current grass tennis courts so that one side of the clubhouse faces the tennis courts and the other side of the clubhouse faces the ovals. (similar to Hockey requirements). • Any such clubhouse would form the basis of a community hub and include change rooms, storage, office space, social rooms (also for hire), bar and canteen/café. • Refer attached email from Club re a wish list on facilities. The importance of the existing location to your organisation: • Football is a primary source of community activity and Higgins Park provides adequate space (particularly when the primary school is taken into account. What is missing is a modern and larger facility to act as a Community Hub to attract more of the community to the space. • Football is the incumbent and already caters for 500+ participants from 6yo to 17yo, both male and female and with representation from the Indigenous and Muslim communities. Participation will continue to grow due to the popularity of the game generally and specifically at the female level (however facilities are required to cater for this growth). • With Curtin University to the south and WCE/Pert to the north (providing an educational and sporting pathway), Higgins Park is ideally placed for a Community Hub with football as a cornerstone tenant.
Victoria Park Croquet Club	Your current membership numbers/users: • Players are in the 60+ age group • Majority are female and ex tennis and/or golf players • Members can play to 90+ as the game is not a strength sport. As such, there is no real advantage re gender. • 23 current members of which 15 are regular players. The majority of members are from outside the ToVP. • Membership fees are $220 per year of which $80 goes to the State association and $140 to the Club. Green fees are $4 for members and $8 for visitors • Club hires the greens and clubhouse for workplace and team building activities or for social clubs. The nature of services that you provide: • Social environment for playing Croquet. Play is generally between members and not between clubs. • Meeting place for seniors and keeping older people active • 2 Croquet greens for playing and a social clubhouse for morning/afternoon tea • Play 2 days per week all year round The venue you currently operate from, the facilities you use and your satisfaction with those facilities: • Rushton Street facility has been in existence since circa 1916 • Previously had 3 greens but now operates 2 greens

	• Private turf maintenance with turf in good condition. ToVP contributes $15k towards turf maintenance which overs 80%+ of the total cost • Small social hall with toilets but no kitchen. Lack of separate office and storage. Facility is neat and tidy but clearly aging. • Four light towers of which only 3 work. Cost to fix lights is prohibitive • ToVP/State Government/Tennis West have helped fund the Club to move to Higgins Park Tennis Club Your future growth aspirations and whether those aspirations are supported by any strategic planning, operation plan or business planning document: • Club and Tennis Club have been funded to the tune of $750k to move Croquet to Higgins Park Tennis Club • One Croquet green equals two tennis courts • Club will occupy 4 grass tennis courts (3 existing and one new for exclusive use) equalling two exclusive use croquet greens plus space in the clubhouse that overlooks the greens. Tennis club will have two new grass tennis courts developed. Refer attached map. • Common rule is that you can have 27 members per green and club believes it can at least double its current membership base • The State Association, Croquet West, is also going to relocate to Higgins Park • Croquet and tennis are seen to be the perfect sport mix with the sports able to feed off each other. During winter, the Club could convert further grass tennis courts to Croquet greens on a temporary basis if required. The inhibitors your organisation faces: • The current facilities are the primary inhibitor to growth hence the move to Higgins Park • Two courts are the absolute minimum requirement (available at Higgins Park plus use of temporary greens in winter) • Lack of good quality lights (available at Higgins Park) • Lack of a kitchen in the clubhouse (available at Higgins Park) • Lack of function room • Currently only operate two days per week all year round The financial sustainability of your organisation: • Club lives year to year but has done so for many years • Turnover is approximately $22k of which turf maintenance is the major expense at approximately $17.5k (ToVP funds $15k of this) • Club basically monitors its income and spends what it has • Very little room for contingencies (broken lights, bore etc) and no ability to build cash reserves • Move to Higgins Park and creation of a Tennis/Croquet Club is expected to assist financial sustainability Any additional activities and services you would wish to undertake at the Higgins Park site: • The Club would like to see a community hub developed at Higgins Park • Tennis is the only real sport Croquet can co-exist with. Bowls does not work. It is easy to reduce two tennis courts to a Croquet green but not so easy to reduce a Croquet green to a Bowling green. Also seems to be a personality conflict between the two sports. The importance of the existing location to your organisation: • Agreed and funded move to Higgins Park Tennis Club

	• Memo of understand signed with Management Committee of persons from each sport • Degree of uncertainty as to how things will operate practically but all is happening in good faith • Believe the two sport will be good for each other • Move is likely to happen mid 2020
Millen Primary School	Your current class numbers / families: • Millen Primary has 494 students involving 300 families The nature of services that you provide: • Primary School ranging from Kindergarten to Year 6 The venue you currently operate from, the facilities you use and your satisfaction with those facilities: • Millen was built in the late 1950's and has been modified on several occasions over the decades including the addition of a Kindergarten • It is one of several primary schools within the ToVP. Others include Victoria Park, East Victoria Park and Ursula Frame (private Catholic). • The school is adjacent to Higgins Park and has 2 basketball/netball courts in its centre and a small oval, 2 cricket nets and a playground to its side (which is directly opposite the Higgins Park ovals. The school oval is in reasonable condition and is ok for young children. • The schools is an important overflow facility for the incumbents at Higgins Park, particularly the junior football club (many students play for the team). It also allows various community use of its facility at no charge as long as those activities do not interfere with school activities. Community use includes: o Vic Park Raiders Auskick on Tuesday and Thursday afternoons o Grasshopper Soccer (private organisation) on Friday afternoons o Step into Life Fitness Group (normally in the mornings at Higgins Park but use school facilities if undercover is required) o Tiny Tots Tennis Not associated with Higgins Park)non Friday mornings o Overflow parking when Higgins Park in full use on weekends (this is informal without any agreement, but the school is tolerant understanding the limited parking around Higgins Park) and as long as there is no damage • RSL (based on Higgins Park site) also come to the school to undertake Anzac and Remembrance Day services • The school does not use Higgins Park very much. Few instances are recalled other than o Grade 1 Tennis occasionally at the Tennis Club o Use of Vic Park Raiders Clubhouse for School disco • The school has a major summer and winter sports carnival but has an agreement with Curtin University to use their facilities for those events. Interschool carnivals are traditionally held at East Victoria Park Primary School • Line markings on Higgins Park can be problematic for the football club and, historically, the school has been pushed to the eastern side of the oval which is furthest from the school Your future growth aspirations and whether those aspirations are supported by any strategic planning, operation plan or business planning document:

	• The school is operating at or very close to capacity. This is the same for all pubic primary schools within the ToVP. The inhibitors your organisation faces: • The school does not use the oval other than informal walks because the public toilets are locked during the day. • There is a belief that the facilities on the oval, including the Clubhouse and playground are pretty substandard • Parking is a huge issue during the day due to Curtin University students getting free parking around the streets of the school and the oval and then walking to the campus (10-15 minutes). During football season, parking is also an issue on weekends, hence the use of the school as an overflow scenario. The financial sustainability of your organisation: • N/A Any additional activities and services you would wish to undertake at the Higgins Park site: • Not in current state • Access to public toilets is a major barrier The importance of the existing location to your organisation: • The school's facilities seem to be more important for the incumbents on Higgins Park than Higgins Park facilities are to the school
Victoria Park RSL Branch	Your current membership numbers/users: • Member numbers approximate 60. These comprise Full Members (majority) and Social, Affiliate and Associate Members. • Full Members are $0pa, Associate Members are $30pa and Affiliate Members are $30pa. • Members are scattered across the metro area and are aged 65+ • Membership has declined 50% over the past decade, primarily due to age • The Victoria Park sub-branch almost closed in 2017 but for Leroy and Ron stepping up as President and Vice President. The sub-branch is now going ok but is heavily reliant on a few volunteers. • This is symptomatic of the RSL generally and a new generation of members is needed from outside the current membership base including services like the Police, Fire and Teachers • There are approximately 90 RSL sub-branches in the metro area with the closest being Cannington, South Perth and Belmont The nature of services that you provide: • Facility is leased by RSL and sub-leased by Vic Park sub-branch (peppercorn rates) • Primarily used as an open facility once a week (Wednesday morning) as a Members' chat day • Weekly committee Meetings on a Monday morning • Also has a Museum for the public (primarily Schools) to visit • Undertakes Anzac and Remembrance Day services and other RSL events • Facility has a large Hall (170 people seated) which can be divided one third/two thirds, audio and projector equipment, commercial kitchen, bar, 2 meeting rooms (20 people/8 people), office space, outside courtyard and barbeque, museum and toilets. It is a very good facility that is in good condition and is 20 years old.

	• There are 9 regular hirers of various space (generally monthly) and the facility is hired out ad hoc for events such as Birthdays (not 18-21st) • Income from hire of facility goes to RSL Vic Park. This represents the majority of RSL Vic Park's income. • Refer attached hire charges (cheap) and map of facility The venue you currently operate from, the facilities you use and your satisfaction with those facilities: • Refer above. Facility is very good but under-utilised. • Not promoted well enough due primarily to a lack of volunteers • Has the potential to become a busy community centre with good income potential to RSL Vic Park. Needs to be more than just RSL. • Hall is a very good size and can be divided up. Could be used for activities such as indoor bowls. Need to think outside the box but limited by volunteers and age. • Wonderful memorial was built outside the facility in 2015 and is maintained by ToVP. Should be an attraction to the community but cannot be seen from main road (Hill View Terrace). • Security is good with alarms and security gates/windows. Minor vandalism occurs and some drug use in the bushes below. Your future growth aspirations and whether those aspirations are supported by any strategic planning, operation plan or business planning document: • Growth aspirations exist but without more volunteers there is very little action • Lack of know how when it comes to promoting the facility • Desire to bring in other services such as Police, Fire and Teachers but this requires head office to change Constitution. The inhibitors your organisation faces: • Need to change of membership base by RSL to expand into other service providers • Lack of support from head office who are also facing a decline in membership • Small membership base • Lack of volunteers • Promotional know how • Other than Millen Primary School, no relationship with Tennis Club, Football Club or general neighbouring local community The financial sustainability of your organisation: • Sub-branch lives year to year but has done so for many years • Basically, monitors its income and spends what it has • No real ability to build cash reserves • Hire of facilities is main driver of income but this could be significantly more with the proper promotion Any additional activities and services you would wish to undertake at the Higgins Park site: • Vision is for a busy community centre, but this requires promotion and know how • Facility is adaptable for many activities • At present, it is a very good facility that is under-utilised which is a rarity The importance of the existing location to your organisation:

	• Sub-branch is sitting on a facility that should be a drawcard for the local community and have significant greater utilisation. It has good rooms, adequate services, large outdoor area that is fenced off, a wonderful outside memorial and sits next to a quiet reserve (Playfield) with a children's playground. • The main issue appears to be it is out of sight from the main road and there is a lack of capacity to promote the use of the facility.
South Perth Junior Cricket Club	Your current membership numbers/users: • SPJCC is a large junior cricket club with between 450-500 members at any one time and currently field 52 teams. The Club makes up 60% of the WACA's zone in which it participates. • The age demographic is 5yo through to 16yo with an approximate 90%/10% male/female composition. It is noted that female cricket is on the rise and numbers are expected to increase significantly over the next 5-10 years which will put additional strain on oval use. • Membership fees range from $125 to $195 depending on age • Because of the size of the Club, its training and playing fields are spread over many community ovals and schools primarily in the CoSP and ToVP localities • At the lower grades (up to 13yo), the Club plays intra club competitions to ensure all children are playing the game The nature of services that you provide: • Team and Club environment for children to youth during the summer season • Accredited coaching • Varying forms of the game depending on age group • Pathway through to senior cricket The venue you currently operate from, the facilities you use and your satisfaction with those facilities: • Home clubhouse is at Raphael Park within ToVP. This facility is shared with Soccer as the winter sport. The Clubhouse is reasonably small and lacks storage. • Training and games are held at various community ovals and schools within CoSP and ToVP localities, of which Higgins Park is one oval that is used for training in the afternoons up to 3 days per week and for games on a Saturday morning from 8.00am to 1.00pm. • The use of Higgins Park is solely the nets (two) adjacent to the tennis Club and the cricket pitch (synthetic turf)/oval (grass). All gear is transported in and taken away. The Football clubhouse is not used and there is no relationship with Football, Tennis, the RSL or Millen Primary School. • The WACA is trialling roll out pitches (the Club has one of these pitches) which is quite heavy (requires more than one person) and cumbersome to store and transport. The pitch is currently stored at Wesley/Curtin's cricket clubhouse at Harold Rossiter Park. Your future growth aspirations and whether those aspirations are supported by any strategic planning, operation plan or business planning document: • The growth within the Club is likely to come via female cricket. Further growth will put a strain on oval availability (hence the roll out pitches) and quality of facilities (change rooms and toilets) particularly catering for the needs of females. Higgins Park, as with many community oval, have toilets a significant distance from the cricket training and playing facilities. The oval and clubhouse is a football facility first and primarily caters for males.

	• The Club is in need of a larger clubhouse with office, social and storage space. This is the situation currently and will be compounded with future growth. The inhibitors your organisation faces: • Home clubhouse with Social office and storage space • Access to grounds • Facilities and storage • Constricted to playing junior cricket on a Saturday morning • Competition from emerging markets • Lack of volunteers The financial sustainability of your organisation: • Club is large and financially sustainable and has built cash reserves (plan is to keep the equivalent of one year in registration fees in reserves) • Able to contribute towards new facilities if required and is appropriate Any additional activities and services you would wish to undertake at the Higgins Park site: • Would be interested in a community hub concept with cricket as a core tenant. Could be a possible location for a new clubhouse to be shared with other sports. The importance of the existing location to your organisation: • Whist the Club is based at Raphael Park, the fact is its training and playing grounds are spread over many fields and schools. • Nothing wrong with Raphael Park but would prefer to be based at a modern and larger facility with social, office and storage space
Carlisle Cricket Club	Your current membership numbers/users: • Currently in regards to utilising Higgins Park we require the cricket ground to service 24 people (12 club/12 opposition) every second (on average) Saturday from Oct through March seasonally from 12pm through 6pm. The nature of services that you provide: • We are a cricket club and this is our Secondary ground, main Ground being Carlisle Reserve. The venue you currently operate from, the facilities you use and your satisfaction with those facilities: • Our main ground being Carlisle Reserve we service from this oval. Our players transport chairs, table, scoreboard, drinks, lunch and other general gear from Carlisle Reserve on the Saturdays which we play at Higgins Park. Players and opposition generally park along Creaton Street towards the Hill View Terrace end for close access to oval. We have a key to the toilet facilities at Higgins Park so players can utilise if required. • We have previously requested a form of lean-to/bus shelter type structure at the Creaton Street end of Higgins Park to facilitate as a better shade structure for players not on the ground and scorers. Your future growth aspirations and whether those aspirations are supported by any strategic planning, operation plan or business planning document: • Currently in the process of collating our growth aspirations including increasing senior men's and junior participants as well as female participants and forming this into a plan document. The inhibitors your organisation faces: • Participation numbers, volunteer resources, financial viability, on field success

	The financial sustainability of your organisation: • After a couple of lean years, last season was promising in doubling our bank account. This has come about through change of committee, ownership of roles, streamlining purchasing and improvement of purchasing approvals process. This coming season is already trending as slightly in front of the previous season again. Any additional activities and services you would wish to undertake at the Higgins Park site: • Planning for improved junior and female participation would hopefully lead to being able to utilise the cricket oval from morning to evening both Saturday and Sunday within the Oct to March season if possible. The importance of the existing location to your organisation: • Currently important as we require a second local ground to host matches with the volume of participants in Seniors.
Victoria Park Bowls Club	Your current membership numbers/users: • Membership is 150 persons plus social members The nature of services that you provide: • Interclub and competition bowls • Barefoot bowls on a Wednesday evening (120 to 200 people) • Corporate bowls • Area 5 Soccer (refer Area 5 paper) The venue you currently operate from, the facilities you use and your satisfaction with those facilities: • Clubhouse is based next to John MacMillan Reserve and has a 150 person function centre, bar facilities, 4 bowling rinks (one of which has been transformed into 2 artificial turf Area 5 Soccer pitches) and car park. • The Club has been based at its current premises for 99 years • The Club merged with Carlisle Bowling Club (previously based at Lathlain Park) upon construction of the WCE facilities several years ago. • There is only one bowling club in ToVP • Facilities are aging and the Club believes it was promised upgrades following the merger, but nothing has happened • The Club is wary of future developments at John MacMillan Reserve but are not aware of the agenda • Preference is to stay at current facility with upgrades. Secondary preferences are new facilities at McCallum Park or Burswood Peninsular with space for a function centre and cafe. Bowls WA could also reside at a new or upgraded space. **Higgins Park is not a preference** as St James is seen as on the outer boundary of ToVP and the only bowling club in the ToVP should be more central. Your future growth aspirations and whether those aspirations are supported by any strategic planning, operation plan or business planning document: • Growth will come from corporate and social activities at the Club via use of the rinks and the clubhouse • The function centre is very popular as is the concept of barefoot bowls (potential to lead to membership) • The recent addition of the Area 5 soccer pitches draws a different crowd and age demographic (20yo to 30yo). Games are played 2 times per week after 6.30pm. Generates alternative streams of revenue although this could be enhanced with the opening of bar and food facilities. The inhibitors your organisation faces:

	• Clubhouse in need of upgrades (the Club believes this was promised but not delivered) • Age of membership • Capacity of volunteers • Degree of history and mistrust in dealings with ToVP. It was stressed that the current President and Paul Rosaire have changed this relationship and are meeting regularly with CEO and Officers of ToVP to get the best outcome. The financial sustainability of your organisation: • Club is financially sustainable year on year but has not built cash reserves and, whist looking at alternative income streams (barefoot bowls and Area 5 Soccer) it has an opportunity at its current location to do more. However, the inhibitors listed above have kept further progress being made. Any additional activities and services you would wish to undertake at the Higgins Park site: • Club is interested in other activities commensurate with the use of its rinks and/or clubhouse. Bowling clubs in WA are decreasing in traditional membership and operating from aging facilities and must reinvent themselves. Attracting younger participants is an imperative, however upgraded facilities would help this endeavour as would the capacity of volunteers. The importance of the existing location to your organisation: • The existing location is crucial but needs upgrades • Members believe the ToVP has agreed that the Club will remain at its current location via implication of its statements. • Club does not want to move to Higgins Park and will resist such a move • Current committee is working constructively with ToVP on future requirements
Victoria Park Xavier Hockey Club	Your current membership numbers/users: • Players range from Minkey (5+) to Masters (40/50/60+) • 31 Sides (down from 42 in 2011) plus 60 Minkey players) • Has both a male and female side in Hockey WA's Premier One Division • 600+ members (45% drawn from ToVP with balance from Belmont, Canning and South Perth) • 2,000+ members/volunteers/supporters over a weekend The nature of services that you provide: • Team and Club environment • Hockey fields for training and playing • Coaching from 5yo to 60+yo. • Social activities The venue you currently operate from, the facilities you use and your satisfaction with those facilities: • Fletcher Park in Carlisle (shared with Perth Cricket Club). Hockey is winter sport and Cricket is summer sport) • 4 grass hockey fields (no Astroturf pitch) • Private turf maintenance with turf in very good condition • Clubrooms including social hall shared with Cricket (6 months each). Last renovations were approximately 6 years ago) • Lights for training (paid for by Club)

	Your future growth aspirations and whether those aspirations are supported by any strategic planning, operation plan or business planning document: • Refer attached Business Plan and Turf Development Plan • Astroturf pitch is number one priority. Fletcher Park cannot cater for this. • Peak of 750 members in 2011. Now down to 600 members. Primary reason is lack of Astroturf pitch. • Believe an Astroturf pitch will attract new members with a club operating with up to 1,000 members. With no Astroturf pitch, member numbers will continue to decrease, and Club could no longer exist within a decade. • Only 3 Clubs operating in Premier One Division don't have Astroturf pitches. • WA is only State where Premier Clubs don't all have Astroturf pitches The inhibitors your organisation faces: • The primary inhibitor is the lack of an Astroturf pitch • Fletcher Park, with Cricket as the other tenant, simply cannot incorporate an Astroturf pitch. • An Astroturf pitch will cost in the range of $1.2m to $1.5m and must be fenced off to maintain security. • Club believes it could get away with one Astroturf pitch and 2 grass fields (as opposed to the current 4 grass fields). One Astroturf pitch and one grass field would not be sufficient. • Clear preference to have all fields and clubhouse in the one location. • Currently unable to have home games at Fletcher Park as 1st to 5th grades play on Astroturf. Difficult to then get players and families back to clubhouse. • Cricket and hockey are probably the best mix but would need space for Astroturf pitch. • Clubhouse would need to be close to Astroturf pitch. The financial sustainability of your organisation: • Club is in a strong financial position making annual profits of $20-$30k and building cash reserves. • Able to contribute several hundreds of thousands of dollars towards a new Astroturf pitch. • Able to contribute significantly to a sinking fund for maintenance/replacement of the surface ($350k after 10 years) and the rubber ($500k after 20 years). • Concern that profits may decrease if membership continues to fall which is anticipated if an Astroturf pitch is not forthcoming. Any additional activities and services you would wish to undertake at the Higgins Park site: • The Club would like to take over Higgins Park ovals to include an Astroturf pitch and up to 3 grass fields. One of the grass fields could be located at Millen Primary School oval. • The current Tennis Club clubhouse and the Football clubhouse would be demolished with a new clubhouse built for both tennis and hockey along the East/West line of the current grass tennis courts so that one side of the clubhouse faces the tennis courts and the other side of the clubhouse faces the ovals. • Any such clubhouse would form the basis of a community hub and include change rooms, storage, office space, social rooms (also for hire), bar and canteen/café.

	• The Astroturf could also cater for pre-season training for other local hockey clubs and potentially be used by other sports including bowls, baseball and tennis. The grass field can be used by other sports in the summer (such as cricket) as long as the turf remains in very good condition (like Fletcher Park). The importance of the existing location to your organisation: • Fletcher Park works well for the Club but does not have capacity for an Astroturf pitch. The need for such a pitch has become all-encompassing for the Club as it sees its member numbers declining with players transferring to other clubs (primarily Aquinas) that have an Astroturf pitch. • Also believe an Astroturf pitch will attract new players in the same vein as Melville whose member numbers have grown from a low of 500 to 1,200 since putting in an Astroturf pitch. • Club believes any decision on location needs to consider all sports and reserves and the needs of the sports need to be considered. As the needs change (such as Astroturf pitches), the location of the sports may also need to change.
West Coast Eagles Football Club	To be read in conjunction with Perth Football Club. Your current membership numbers/users: • WCE are a large AFL Club with over 60,000 members. • The club has approximately 120 staff. The nature of services that you provide • WCE have an AFL team, a WAFL team, an AFLW team and several Academy training squads The venue you currently operate from, the facilities you use and your satisfaction with those facilities: • WCE are based at a new $62m facility at Lathlain Park, also home of the Perth Football Club • PFC also has a League team, Reserves team, Colts team, WAFW team (does not train at Lathlain Park) and Futures squads (14/15/16 age groups who train in the off-season) • The venue has 2 full size football ovals and a large indoor training facility • The issue is that with all of the above teams and squads, there is already a need for an overflow oval (now), and it is anticipated that this will move to an exclusive third oval (medium term): Your future growth aspirations and whether those aspirations are supported by any strategic planning, operation plan or business planning document • It is expected the need for further oval space will continue to grow over the coming years for both WCE and PFC, particularly with the growth of female football The inhibitors your organisation faces: • Lathlain Park is fully utilised and there is an urgent need for overflow space. This will grow to a need for an exclusive third oval. • Higgins Park (given football is already played on the ovals) is a potential overflow oval but it would likely need two full size ovals (one for WCE/Perth and one for the juniors) with quality turf, lights and new club houses to cater for a professional club. • Two full size ovals would likely impinge on the tennis club space and some trees which could be problematic. The financial sustainability of your organisation:

	• WCE is a successful and commercially viable club that has moved into the ToVP as a business and football club • Its demands (with PFC) have already outgrown the training space available at Lathlain Park Any additional activities and services you would wish to undertake at the Higgins Park site: • Primary use would be the secondary training requirements such as Academies, Futures and possibly female football The importance of the existing location to your organisation: • Lathlain Park is of critical importance but is already short on space for the needs of the football clubs
Perth Football Club	To be read in conjunction with West Coast Eagles. Your current membership numbers/users: • Perth is a WAFL Club with approximately 2,000 members. • The club has approximately 10 staff but has a number of volunteers also. The nature of services that you provide: • PFC has a WAFL League team, Reserves team, Colts team, WAFW team (does not train at Lathlain Park) and Futures squads (14/15/16 age groups who train in the off-season) The venue you currently operate from, the facilities you use and your satisfaction with those facilities: • PFC is based in an aging facility at Lathlain Park within the grandstand which faces onto the main training and playing oval. WCE are now also based at a new $62m facility at Lathlain Park. • WCE also have an AFL team, a WAFL team, an AFLW team and several Academy training squads • The overall venue has 2 full size football ovals and a large indoor training facility (WCE) • PFC is working to attract approximately $12m in funding to update its facilities at Lathlain Park. It currently has $5m ($4m from Federal Government and $1m from WCE) with further funds expected to come from the State Government and ToVP. • The issue is that with all of the above teams and squads, there is already a need for an overflow oval (now)and it is anticipated that this will move to an exclusive third oval (medium term) Your future growth aspirations and whether those aspirations are supported by any strategic planning, operation plan or business planning document: • It is expected the need for further oval space will continue to grow over the coming years from both PFC and WCE, particularly with the growth of female football The inhibitors your organisation faces: • Lathlain Park is fully utilised between PFC and WCE and there is an urgent need for overflow space. This will grow to a need for an exclusive third oval. • Higgins Park (given football is already played on the ovals) is a potential overflow oval but it would likely need two full size ovals (one for WCE/Perth and one for the juniors) with quality turf, lights and new club houses to cater for a professional club. • Two full size ovals would likely impinge on the tennis club space and some trees which could be problematic. The financial sustainability of your organisation:

	• PFC is in a sustainable financial situation on a year by year basis but it has small cash reserves and cannot build a new and needed facility without a significant contribution by the State Government. At present the current facility is dwarfed by the new WCE facility. • Its demands (with WCE) have already outgrown the training space available at Lathlain Park Any additional activities and services you would wish to undertake at the Higgins Park site: • Primary use would be the secondary training requirements such as Academies, Futures and possibly female football The importance of the existing location to your organisation: • Lathlain Park is of critical importance but is already short on space for the needs of the football clubs
Area 5 Football	Your current membership numbers/users: • Area 5 Football (or Mini Football) is 5 a side soccer played outdoors, each field being approximately 40m*20m in dimension using artificial turf as the surface and surrounded by fencing/netting • An area of 43m*43m is required for the two fields • Area 5 is a private organisation that currently has two fields in 4 metro locations – Vic Park (Vic Park Carlisle Bowling Club), Wanneroo (Wanneroo Sports and Social Club), Cockburn (Visko Park) and Wembley (Lake Monger Reserve) • There are currently 64 adult teams and 30-50 youth teams depending on the season. Summer is more popular than winter. • The centre in Vic Park operates 2 nights per week with 10 Adult teams playing. Area 5 uses the redundant 4th bowling greens and has erected 2 artificial turf fields with fencing/netting and lighting (400w LED). • Each team pays a match fee of $80 (Adults) and $50 (Youth) • More than 90%of the teams are male but • Area 5 is working to get more female teams and believe this is a growth area • Area 5 has no real association with Football West or FFA, but this is expected to occur if the popularity of the sport continues to grow The nature of services that you provide: • Social and game environment for 5 a side soccer • Each match comprises 20 minute halves and each team can have up to 3 subs. There is an approximate 50 minute turnaround • Independent paid referees are used • Matches begin at 6.30pm The venue you currently operate from, the facilities you use and your satisfaction with those facilities: • The 4th green at the Vic Park Bowling Club is seen as an ideal location for the 2 fields • Area 5 would like to use more of the facilities of the bowling club, particularly the bar but, to date, this has proved problematic because of volunteers to operate the bar after 6.00pm (normal closing time). This results in teams going to bars on the Albany Hwy strip for social activities. • The courts are relatively new and in good condition. They are surrounded by fences and gates are locked when the fields are not in use. • The cost of constructing the 2 fields is approximately $450k

	Your future growth aspirations and whether those aspirations are supported by any strategic planning, operation plan or business planning document: • Area 5 is committed to expanding the sport in WA and then into the Eastern States, with Brisbane being the first base • The World Cup for the sport (attracting 32 nations) is being played on Langley Park in Perth in October where a 5,000 seat stand is being erected. It is expected this event will be the impetus for further growth. The event has attracted funds from the Federal Government ($300k) and Tourism WA. • The strategy has been to find underutilised bowling greens to erect the fields (one bowling green equals two fields) and negotiate low rent in return for bringing vitality to the Bowling Club. This strategy has been effective to date. • Further capital investment is required to fund the expansion, and this is a priority for the sport The inhibitors your organisation faces: • New capital for new fields and locations • Funds for additional marketing activities around existing centres. Capacity exists at all centres, including Vic Park, to increase from 2 nights to 3 or more nights. • Ability to manage the venues better with the co-tenants such as the bowling clubs. For example, opening the bar at the Vic Park Bowling Club. The financial sustainability of your organisation: • Operationally, Area 5 is sustainable and is forecast to grow with no real capacity issues. Would like to have an increased marketing budget to promote the sport. • Sustainability is aided by the fact that rental of sites is minimal • However, new capital is required for expansion of new centres • World Cup in October is seen as the perfect opportunity to promote the sport Any additional activities and services you would wish to undertake at the Higgins Park site: • In the unlikely event the Bowling Club was to relocate to Higgins Park, Area 5 would look to take over the current site and make it the State Centre for the sport. • If there was redevelopment of the land at Vic Park, Area 5 would still seek to retain its facility. If this was not possible, it would look to relocate with the Bowling Club or erect a new facility within ToVP (who have been supportive of the sport). Area 5 does not believe it could retain the current facility and build a new facility (with or without the Bowling Club)and therefor have 2 facilities within ToVP. • Area 5 did have constructive discussions with Higgins Park Tennis Club, but these discussions were then directed towards the Vic Park Bowling Club (think via ToVP) • Best sports to co tenant with are Bowls and Tennis. Hurling could also be played on the fields. The importance of the existing location to your organisation: • Location just off the Albany Hwy strip is ideal • Use of an underutilised bowling green fits the strategy • Better outcomes are required for use of the Bowling Club's facilities, particularly the bar

APPENDIX E: Detailed Assessment Outcomes

The following table identifies the detailed combined officer and assessment outcomes as presented to the Elected Members Forum for review:

Table 12: Development Assessment in accordance with agreed Criteria

Option 1 - Do Nothing	**Dave Lanfear - Consultant**	**Pierre Quesnel - Place Planning**	**David Doy - Place Planning**	**Tim Cronin - Community Development**	**Paul Williams - Parks**	**Jayde Robbins - Assets**	**Average**	**Rank**		**Status – Not Recommended**
The proposal will increase active recreation opportunities for the ToVP community	1	1	1	1	1	1	1.0	10		While a business will require a 'do nothing' option to be tested, the option to do nothing is unrealistic given the current ageing infrastructure and poor functionality of Higgins Park.
Current user support	5	7	7	1	7	5	5.3	6		
Potential user support	3	4	3	1	4	3	3.0	8		
New Capital Expenditure	10	10	9	10	9	5	8.8	**1**		
Refurbishment Cost	3	3	4	5	4	3	3.7	8		
Total	**22**	**25**	**24**	**18**	**25**	**17**	**21.8**	**8**		
Option 2 - Significant play space, no building works	**Dave Lanfear - Consultant**	**Pierre Quesnel - Place Planning**	**David Doy - Place Planning**	**Tim Cronin - Community Development**	**Paul Williams - Parks**	**Jayde Robbins - Assets**	**Average**	**Rank**		**Status – Not Recommended**
The proposal will increase active recreation opportunities for the ToVP community	4	4	5	2	3	5	3.8	8		For the same reason as the 'do nothing' option this is unrealistic given the current ageing infrastructure and poor functionality of Higgins Park

Current user support	7	8	7	2	8	7	6.5	**1**		
Potential user support	5	4	7	1	4	7	4.7	6		
New Capital Expenditure	4	4	3	5	3	4	3.8	2		
Refurbishment Cost	3	2	2	5	5	2	3.2	10		
Total	**23**	**22**	**24**	**15**	**23**	**25**	**22.0**	**7**		
<u>Option 3</u> - Add bowls green, RSL + bowls building upgrade	**Dave Lanfear - Consultant**	**Pierre Quesnel - Place Planning**	**David Doy - Place Planning**	**Tim Cronin - Community Development**	**Paul Williams - Parks**	**Jayde Robbins - Assets**	**Average**	**Rank**		**Status - Not recommended**
The proposal will increase active recreation opportunities for the ToVP community	3	1	1	3	1	1	1.7	9		This will not be presented as a potential option due to its reduction in recreational opportunities and very low user group support
Current user support	4	7	6	4	7	6	5.7	4		
Potential user support	1	1	1	2	2	1	1.3	10		
New Capital Expenditure	3	3	3	2	4	3	3.0	5		
Refurbishment Cost	5	7	6	5	5	3	5.2	6		
Total	**16**	**19**	**17**	**16**	**19**	**14**	**16.8**	**10**		
<u>Option 4</u> - Play space, RSL + additional tenant building redevelopment	**Dave Lanfear - Consultant**	**Pierre Quesnel - Place Planning**	**David Doy - Place Planning**	**Tim Cronin - Community Development**	**Paul Williams - Parks**	**Jayde Robbins - Assets**	**Average**	**Rank**		**Status - Recommended option**

The proposal will increase active recreation opportunities for the ToVP community	5	5	4	5	3	4	4.3	6		The option will be presented as a recommended option as the highest scoring option for Playfield Reserve.
Current user support	6	6	8	5	7	7	6.5	1		
Potential user support	4	4	7	1	6	7	4.8	5		
New Capital Expenditure	3	3	3	1	5	3	3.0	5		
Refurbishment Cost	6	5	4	5	4	4	4.7	7		
Total	**24**	**23**	**26**	**17**	**25**	**25**	**23.3**	**5**		
<u>Option 5</u> - Add Hockey Turf	**Dave Lanfear - Consultant**	**Pierre Quesnel - Place Planning**	**David Doy - Place Planning**	**Tim Cronin - Community Development**	**Paul Williams - Parks**	**Jayde Robbins - Assets**	**Average**	**Rank**		**Status - Potential option**
The proposal will increase active recreation opportunities for the ToVP community	9	8	8	6	7	8	7.7	1		The option will be presented as a potential option given its relatively high scoring in the assessment matrix
Current user support	3	3	3	4	3	3	3.2	9		
Potential user support	10	9	9	2	8	9	7.8	2		
New Capital Expenditure	3	3	3	1	3	2	2.5	7		
Refurbishment Cost	5	5	4	1	4	3	3.7	8		
Total	**30**	**28**	**27**	**14**	**25**	**25**	**24.8**	**3**		

Option 6 - Add Hockey and New Multi-Sport Clubroom	**Dave Lanfear - Consultant**	**Pierre Quesnel - Place Planning**	**David Doy - Place Planning**	**Tim Cronin - Community Development**	**Paul Williams - Parks**	**Jayde Robbins - Assets**	**Average**	**Rank**		**Status - Recommended option**
The proposal will increase active recreation opportunities for the ToVP community	9	8	8	6	7	8	7.7	1		This will be presented as the recommended option given it achieved the highest score in the assessment matrix.
Current user support	5	5	6	5	5	7	5.5	5		
Potential user support	10	9	9	3	8	9	8.0	1		
New Capital Expenditure	2	2	2	1	2	2	1.8	9		
Refurbishment Cost	8	8	7	4	6	8	6.8	3		
Total	**34**	**32**	**32**	**19**	**28**	**34**	**29.8**	**1**		
Option 7a - Football focus (Add WCE/PFC)	**Dave Lanfear - Consultant**	**Pierre Quesnel - Place Planning**	**David Doy - Place Planning**	**Tim Cronin - Community Development**	**Paul Williams - Parks**	**Jayde Robbins - Assets**	**Average**	**Rank**		**Status - Not recommended**
The proposal will increase active recreation opportunities for the ToVP community	5	3	3	7	4	3	4.2	7		This will not be presented as a potential option due to its reduction in recreational opportunities and very low user group support
Current user support	4	5	5	5	5	3	4.5	7		
Potential user support	5	1	2	4	3	2	2.8	9		
New Capital Expenditure	7	5	4	1	4	2	3.8	2		
Refurbishment Cost	8	8	9	4	8	7	7.3	1		

Total	**29**	**22**	**23**	**21**	**24**	**17**	**22.7**	**6**		
Option 7b - Football focus (relocate Carlisle FC)	**Dave Lanfear - Consultant**	**Pierre Quesnel - Place Planning**	**David Doy - Place Planning**	**Tim Cronin - Community Development**	**Paul Williams - Parks**	**Jayde Robbins - Assets**	**Average**	**Rank**		**Status - Potential option**
The proposal will increase active recreation opportunities for the ToVP community		5	5	7	5	5	5.4	4		The option will be presented as a potential option given its relatively high scoring in the assessment matrix
Current user support		5	5	8	6	8	6.4	3		
Potential user support		4	2	5	4	2	3.4	7		
New Capital Expenditure		6	4	1	5	2	3.6	4		
Refurbishment Cost		6	7	4	6	7	6.0	4		
Total		**26**	**23**	**25**	**26**	**24**	**24.8**	**4**		
<u>Option 8</u> - Relocate Football and add hockey	**Dave Lanfear - Consultant**	**Pierre Quesnel - Place Planning**	**David Doy - Place Planning**	**Tim Cronin - Community Development**	**Paul Williams - Parks**	**Jayde Robbins - Assets**	**Average**	**Rank**		**Status - Not recommended**
The proposal will increase active recreation opportunities for the ToVP community	5	5	4	7	4	4	4.8	5		The option will not be presented as a it achieves a low score in the assessment matrix. Furthermore, no practical location exists for the relocation of the football club
Current user support	1	1	1	3	2	1	1.5	10		
Potential user support	10	9	5	2	6	5	6.2	4		

New Capital Expenditure	1	2	3	1	3	3	2.2	8		
Refurbishment Cost	4	6	7	4	6	7	5.7	5		
Total	**21**	**23**	**20**	**17**	**21**	**20**	**20.3**	**9**		
<u>Option 9</u> - Tennis reduction	**Dave Lanfear - Consultant**	**Pierre Quesnel - Place Planning**	**David Doy - Place Planning**	**Tim Cronin - Community Development**	**Paul Williams - Parks**	**Jayde Robbins - Assets**	**Average**	**Rank**		**Status – Not recommended**
The proposal will increase active recreation opportunities for the ToVP community	7	8	7	7	7	7	7.2	3		Despite its high score and ranking, given recent investment decisions this is a potential long term option. The option should only be considered if the Tennis Club fail to capitalise on their new facility expansion and are having difficulty managing and maintaining the extent of infrastructure.
Current user support	2	4	4	3	4	4	3.5	8		
Potential user support	9	9	8	6	7	8	7.8	2		
New Capital Expenditure	1	1	2	1	2	2	1.5	10		
Refurbishment Cost	8	8	7	4	8	7	7.0	2		
Total	**27**	**30**	**28**	**21**	**28**	**28**	**27.0**	**2**		

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INTRODUCTION

The Town seeks to facilitate the provision of public art as part of the private development process through the application of a percent for public art contribution policy. Consistent with the objectives of Council's Town Planning Scheme No. 1, the provision of public art has the capacity to enhance the social, physical and cultural environment of the Town, and promote the development of a sense of local community identity. The heritage of a place and its interpretation can also be reinforced through public art.

The delivery of public art as part of the development process facilitates higher quality built form and streetscape outcomes that can positively impact the utility, amenity and identity of the public realm, including streets, parks, squares, civic buildings and other publicly accessible environments. Public artworks may also improve the use and functionality of the public domain where it serves a functional as well as aesthetic purpose, such as appropriate street furniture, shading devices or other elements.

Significantly, the provision of public art can also enhance the amenity and increase the attraction of new and refurbished developments and their surrounding environments. This is of benefit to the residents and staff who will have regular and/or long-term opportunity to enjoy and interact with the public artwork. The occasional guests, visitors and customers of developments are also able to benefit from the provision of public artwork.

This policy is aligned with the State Government's *Percent for Art Scheme* (established in 1989) which advocates for up to one percent (1 %) of the construction value of new public works proposals with a value over $2 million to be used for the commissioning and delivery of public artworks. This scheme has since been adopted and adapted for use by many local governments as a model of best-practice for the delivery of public artwork through the private development process.

OBJECTIVES

(a) The development and promotion of the community's identity through the provision of public artworks which reflect the place, locality and/or community of which the occupants, visitors and customers of new or refurbished developments form part;

(b) To increase the amenity provided to the existing or future occupants of new or refurbished developments through the provision of public artwork on the development site or within the surrounding locality;

(c) To establish a clear and consistent approach for the provision of public art as part of the private development process;

(d) To facilitate understanding and celebration of the Town's natural, physical, cultural and social values, including natural and built cultural heritage;

(e) To enhance the visual amenity, vibrancy and character of the Town's built environment; and

(f) To improve way-finding and legibility of streets, open spaces and buildings, including landmark treatments where appropriate.

POLICY SCOPE

This policy applies to development throughout the Town with an estimated *development cost* of $2,000,000 or more.

Council recognises that some developments by virtue of their industrial nature, small size or occupancy reduces the amenity benefits that the provision of public art would provide as part of such developments. The policy also seeks for substantial, rather than token, public art to be provided and therefore excludes certain forms of minor development for which the provision of public art would not result in an appreciable amenity benefit to the development occupants and/or local community. These exclusions are identified under Clause 1.2 of this policy.

This policy does not replace a developer's responsibility to provide a high-quality development which positively interacts with the public realm, or to satisfy another condition of development approval. Rather, the policy is a mechanism to increase the level of amenity provided to the occupants and customers of new or refurbished developments, and to enhance their contribution to the identity of the local community of which their existing or future occupants will form part.

Development proposals which are not required to provide public art are encouraged to utilise this policy and the *Town of Victoria Park – Developers Public Art Handbook* as a guide for the provision of public art as part of their developments, where they choose to optionally do so.

DEFINITIONS

Developer is the nominated person or parties responsible for carrying out the development and may include the applicant for the development application, the owner of the property being developed or their authorised representative. The property owner is ultimately responsible for fulfilling the obligations of this Policy and any conditions of development approval related to the provision of public art on-site or the payment of a percent for public art contribution requirement.

Development cost is the approximate cost of the proposed development nominated on the Application for Development Approval form required to be submitted with the development application.

Estimated value of building work has the same meaning as defined in Schedule 1, Clause 2 of the *Building Regulations 2012*.

Public Art refers to the integration of an artistic concept within or adjacent to the *public realm*, such that it is capable of being viewed and appreciated by the public. Public art can take many forms, incorporate many different materials and be produced in many ways. It can be stand-alone, applied to surfaces, or integrated into building facades, road infrastructure elements or landscaped outdoor spaces. Public art can be permanent, temporary or ephemeral. The distinguishing feature of these works is that a *professional artist* (or artist team) is wholly, or partly, responsible for the creation, design and/or fabrication.

Public realm refers to an outdoor public space from which the public has the ability to view and appreciate artwork, and may include streets, parks, foreshores, squares, plazas, and other publicly accessible outdoor spaces.

Professional Artist refers to an individual (or artist team) responsible for producing the artwork in fulfillment of the public artwork requirements of this policy. The characteristics and criteria utilised by the Town to further define a Professional Artist are contained in the *Town of Victoria Park – Developers Public Art Handbook*.

POLICY REQUIREMENTS

1. Percent for Public Art Private Developer Contribution

1.1 The approval of any application for development approval within the Town (both new buildings and additions/alterations to existing buildings) shall be subject to a requirement for the provision of public art to the value of one per cent (1%) of the *estimated value of building work* of the approved development, where the development has an estimated development cost of $2,000,000 or more, with the exception of those forms of development listed in Clause 1.2 below.

1.2 The following forms of development are excluded from the public art contribution requirement of Clause 1.1:

(a) Development within an area the subject of an approved Structure Plan, Local Development Plan or other planning instrument adopted by Council that contains alternative requirements for the provision of public art within that area;

(b) Development comprised solely of demolition, site works or other servicing infrastructure;

(c) Development on 'Industrial' zoned land;

(d) Development (or that portion of a development) comprising Commercial Vehicle Parking, Industry, Light Industry, Motor Vehicles and Marine Sales Premises, Motor Vehicle Repair, Motor Vehicle Wash, Service Industry, Service Station, Telecommunications Infrastructure or Warehouse/Storage land uses;

(e) Wholly residential developments containing fewer than 10 dwellings;

(f) Building refurbishments to existing premises of less than 1000sqm floor area; and

(g) External façade upgrade works and/or signage to non-residential buildings.

2. Options to Satisfy Percent for Public Art Contribution Requirement

2.1 Satisfaction of the public art contribution requirement in Clause 1 can be fulfilled by:

(a) Provision of public artwork by the developer to the value of the required contribution amount (Option A) as:

i. part of the approved development on the development site; and/or

ii. on public land under Council control within close proximity to the development site (subject to Council agreement); or

(b) Payment (cash-in-lieu) of the required contribution amount into the Town of Victoria Park's Community Art Fund for the future provision of public art by the Town (Option B).

3. Consideration of on-site provision of public art at development application stage (Option A)

3.1 Where a developer/land owner intends to integrate the required public art contribution as part of their proposed development as per Clause 2.1(a), the

developer/land owner is encouraged to inform the Town of this in a covering letter accompanying the development application.

3.2 Developers/land owners are strongly encouraged to provide conceptual details of the artwork(s) in the development application for the main proposal to ensure that its design, installation and maintenance has been considered as part of the overall design.

3.3 Public art concepts presented to the Town during the development application stage are recommended to be informed by preliminary discussions with a professional artist to ensure that the conceptual artwork(s) can be feasibly fabricated, installed and maintained. This is particularly the case for significant developments where large-scale and/or a variety of public artworks may be proposed.

4. Satisfaction of public art contribution requirement through physical installation of public art (Option A)

4.1 Process and approval for design and installation of public art work

The following provisions apply where an owner/developer elects to satisfy the public art contribution requirement in accordance with Clause 2.1(a):

(a) The owner/developer reviews the *Town of Victoria Park – Developers Public Art Handbook* (*Handbook*), and consults with the Town as required under the *Handbook*.

(b) The owner/developer seeks the Town's approval for their chosen professional artist, enters into a contract with their approved chosen professional artist, and submits an Application for Artwork Approval to the Town in accordance with the *Handbook*.

(c) The Application for Artwork Approval will be presented to the Town's Public Art Advisory Group, which will consider the proposed public artwork(s) concept and may resolve to recommend the proposal for approval by the Town. If approval from the Town is given it will be provided in writing to the owner/developer.

(d) The Town's written approval of the Application for Artwork Approval is required to be obtained prior to the lodgement of a building permit for the development, or other timeframe as agreed to in writing by the Town.

(e) The approved artist undertakes the public art project in accordance with the approved Application for Artwork Approval, with complete installation to occur prior to the first occupation of the development or strata titling, whichever occurs first.

(f) The Town shall be notified of the completed installation of the public artwork and will undertake an inspection to confirm its satisfactory completion, including installation of a plaque for each permanent artwork in accordance with Cl 4.2(c) below.

(g) Strata titling and/or occupation of the development may only proceed following the Town's confirmation of the satisfactory installation of the approved public artwork.

4.2 Maintenance, Ownership and Moral Rights

(a) Where public art is situated or attached to a building on private property,

including where it projects beyond the property boundary (e.g. an artwork attached to a building façade or an overhead canopy above the public pedestrian path), the public art is owned by the land owner (e.g. the strata company/body corporate in the case of a strata titled development) who is responsible for the ongoing maintenance and upkeep of the public art in good condition for the reasonable life of the artwork(s) of the kind installed.

(b) Where public art is wholly situated on public property/land (with the agreement of the Town), the public art is owned and maintained by the Town following the completion of its satisfactory installation in accordance with Cl 4.1(f).

(c) The installation of all permanent public artwork shall include a plaque or plate in close proximity to the artwork, with the following information:

i. title of the artwork (most prominent text)

ii. artist's name;

iii. year the artwork was commissioned;

iv. Town of Victoria Park logo and acknowledgement of the Percent for Art Scheme;

v. details of any partner organisations or funding bodies; and

vi. in some instances, an artist statement may be appropriate to include on the plaque to assist in interpretation of the artwork.

(d) Consultation with the artist should occur prior to any changes being made to a public artwork, including by removal or relocation.

(e) Public artwork installed in fulfillment of this policy must remain in the same position and remain visible from the public realm to the same degree as the design approved by the Town, except to the extent that the Town may otherwise consent to in writing.

5. Satisfaction of public art contribution requirement by payment of cash-in-lieu (Option B)

5.1 Payment of cash-in-lieu

(a) Where a developer elects to satisfy the public art contribution requirement of this Policy in accordance with Clause 2.1(b), payment of the cash-in-lieu contribution amount is to be made prior to strata titling or occupation of the development (whichever occurs first).

(b) A discount of fifteen per cent (15%) to the public art contribution requirement will apply where a developer elects to pay cash-in-lieu in accordance with Clause 2.1(b), as such contributions:

i. enable a pooling to create funding for substantial, integrated and themed artwork rather than ad hoc artworks;

ii. reduce the administrative costs of both the Town and developers/land owners in preparing and evaluating individual public artwork proposals, thereby allowing for a greater proportion of artwork contribution funds to be utilised for the physical fabrication and installation of public artworks; and

iii. the Town, through its ability to utilise the pooled funds, may be able to negotiate the commissioning of more substantial, impactful artworks with greater overall amenity benefits.

5.2 Use and timing of expenditure of cash-in-lieu public art contributions

(a) Expenditure of cash-in-lieu monies paid to the Town may occur at any time following substantial commencement of the approved development to which they relate.

(b) If a development is substantially commenced but fails to reach completion, the Town will retain the cash-in-lieu payment to be expended in accordance with this Policy.

(c) Cash-in-lieu payments must be expended by the Town for the delivery of public artworks within the same locality as the developments they were generated by. This may include local parks, footpaths, streets, squares or other public realm locations within the same suburb or Precinct of the contributing development.

5.3 Circumstances for full or partial refund of cash-in-lieu payments

(a) Cash-in-lieu payments will only be refunded where they have been paid prior to substantial commencement of the development and:

i. the development does not proceed and/or does not reach substantial commencement; or

ii. in the event that the *estimated value of building work* as determined by the permit authority at building permit stage, is less than the value on which the cash-in-lieu contribution paid was based, in which case the refund will be pro-rata.

(b) The Town may require a statutory declaration from the developer and/or owner stating that the development will not be proceeding before any refund of a cash-in-lieu payment is issued under (a)i. above.

6. Development approval requirements

6.1 Requirement for separate development approval

(a) Public art provided in fulfillment of a condition of development approval will not require a separate application for development approval where it has been factored into the design and construction of the approved development at development application stage, as strongly encouraged by Clause 3 of this Policy.

(b) An application for amendment to development approval may be required where a developer at development application stage has stated that they will elect to pay a cash-in-lieu contribution in accordance with Clause 2(b), but following the granting of development approval has then decided that they wish to integrate a public artwork into the design and construction of the approved development in accordance with Clause 2(a), or vice versa. This is particularly the case where the change in election results in a substantial change in the external appearance and/or construction of the development. Owners/developers should obtain confirmation from the Town of whether an amendment application is required

in these circumstances.

(c) Stand-alone public artwork proposals that are not associated with the proposed (re)development of a site will require a development approval to be obtained from the Town, with the exception of mural artworks in particular circumstances. Circumstances where mural artworks may be exempt from the requirement for development approval are specified in *Local Planning Policy 32 'Exemptions from Development Approval'*.

6.2 Development approval conditions

(a) The requirements and obligations of this Policy will be secured through condition(s) of development approval for all relevantly qualifying developments approved by the Town.

(b) The Town may modify or impose additional conditions of development approval as part of its approval of an application for amendment to development approval due to the changes arising from the removal or integration of public artwork into a development.

RELATED DOCUMENTS

Town of Victoria Park – Developers Public Art Handbook

Town of Victoria Park Public Art Strategy 2018-2023

VERSION CONTROL

Date Initially Adopted :	Former Administrative Policy PLNG 3 'Public Art Private Developer Contribution' – adopted 20 May 2008.
Date(s) Amended :	1. Amended by Council resolution at Ordinary Council Meeting 17 March 2009; 2. Amended by Council resolution at Ordinary Council Meeting 11 August 2015; 3. Adopted as Local Planning Policy 29 at Ordinary Council Meeting 9 February 2016; 4. Amended by Council resolution at Ordinary Council Meeting *dd month year*.

DRAFT

LOCAL PLANNING POLICY 29 PUBLIC ART PRIVATE DEVELOPER CONTRIBUTION

POLICY:

1 As part of the approval of all applications for planning approval (both new buildings and additions/alterations to existing buildings) with an estimated development cost of over $5,000,000, a condition of approval will be applied requiring the owner/applicant to make a monetary contribution to the Town equal to 1 % of the total construction value * for the provision of public art.

2. Such funds determined in clause 1 above are to be paid into the Town of Victoria Park's Community Art Fund for the provision of public art at some time in the future within the same area (maps attached) or Developers may elect to provide public art within their development equal to the relevant amount required in clause 1 above.

**** Total construction value*** is the estimated construction value nominated at the Building Permit stage.

PROCEDURE:

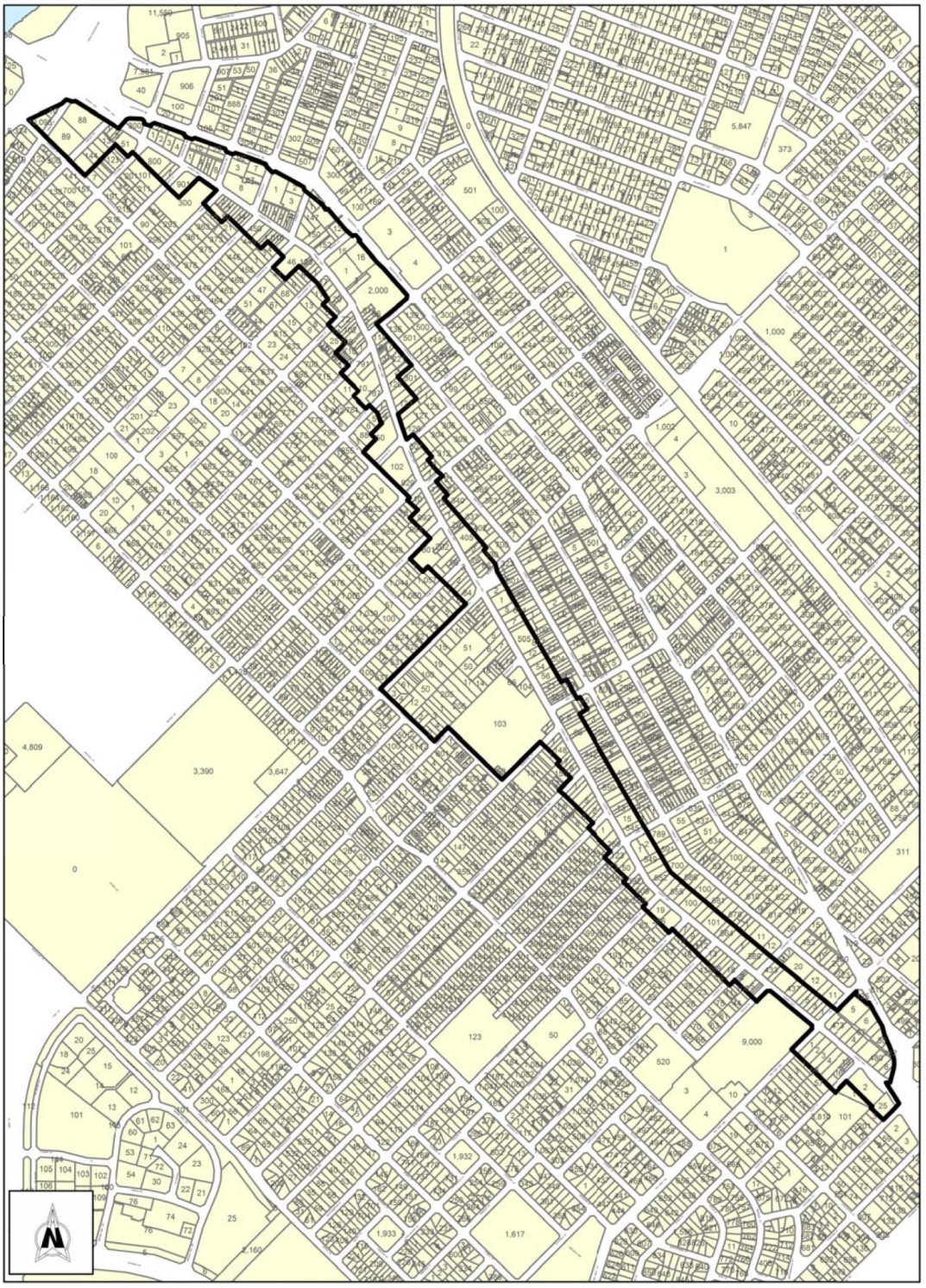
1. Public artworks are to conform to the expectations outlined in the Developers Public Art Handbook.

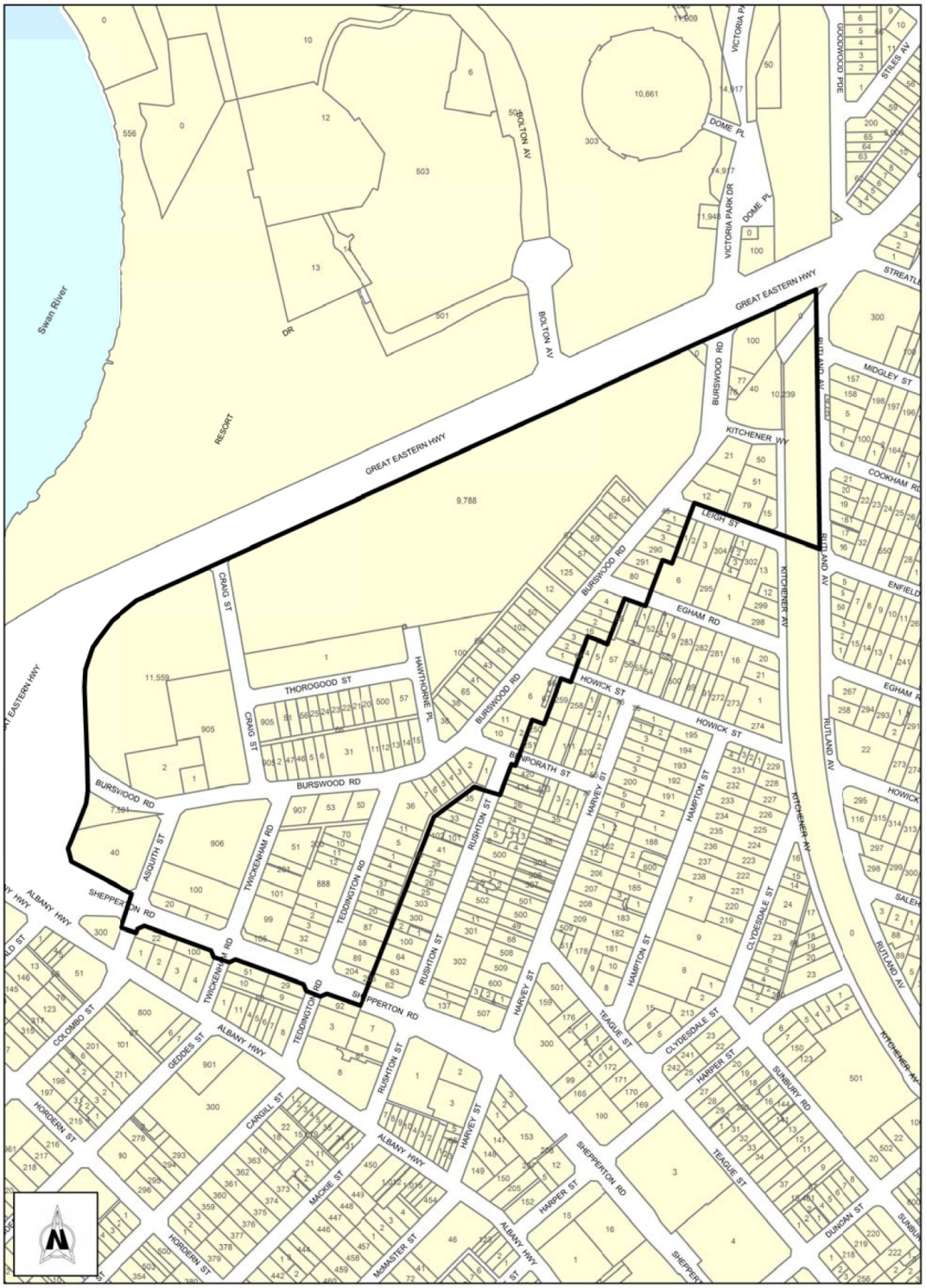
2. The contribution will be used to fund a public art project within the Town, to satisfy this the developer may either:
   a) Enter into a legal agreement (at their cost) with the Town of Victoria Park, agreeing to include a work of public art in the design of the proposed development; OR
   b) Provide a monetary contribution to the Town which the Town will place in the Community Art Reserve Fund for the provision of public art at some time in the future.

3. When the developer enters into the legal agreement option, concept details of the proposed public artwork(s) and a fully notarised contract with the artist is to be presented to the Arts Working Group which will consider the proposed public artwork(s) concept and may resolve to recommend the proposal to the Director Community Life for approval under Delegated Authority (31.1 Selection of Public Art). If approval from the Director Community Life is given it will be provided in writing to the developer prior to the Town issuing the building license for the development.

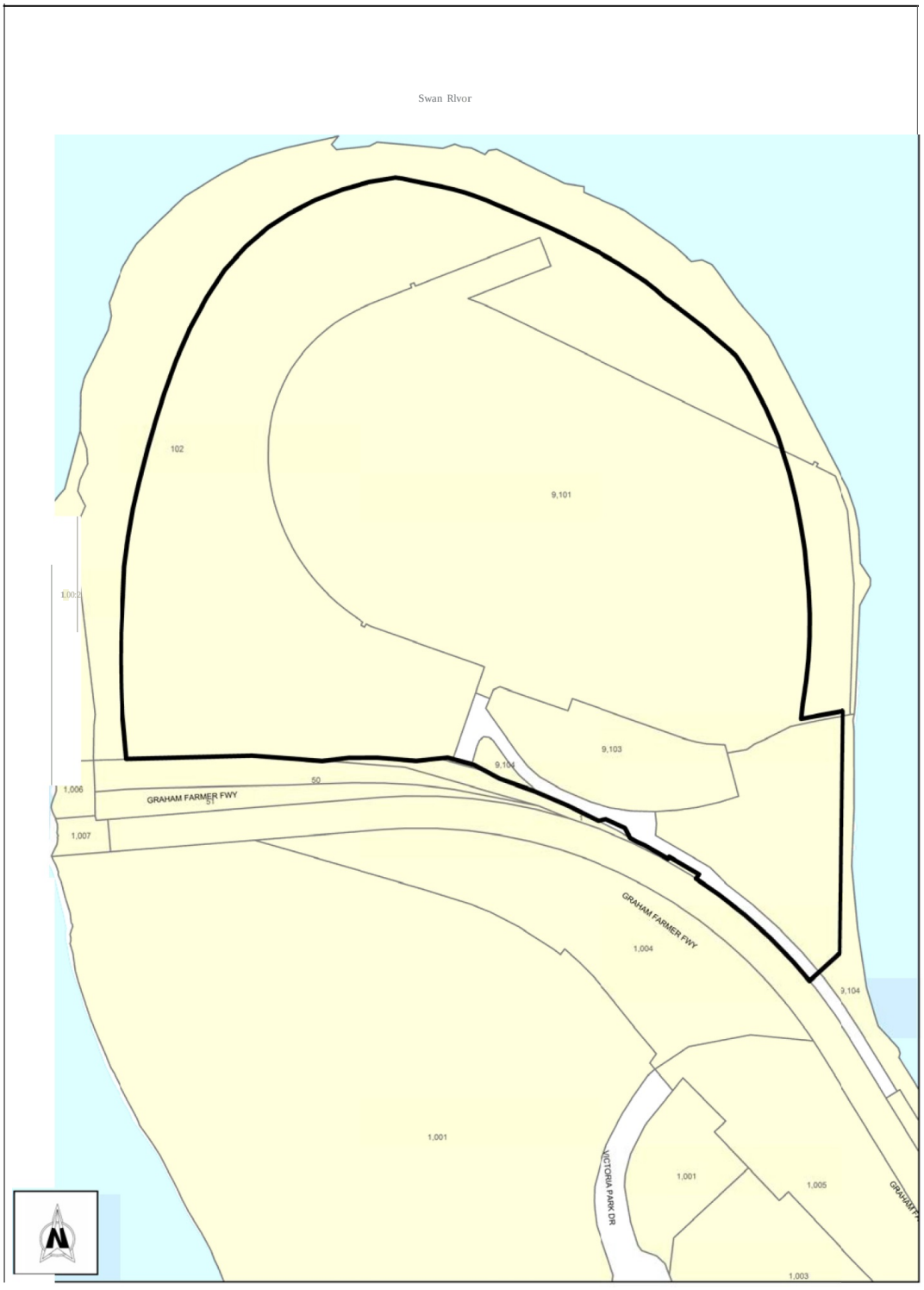
4. Installation of the works of public art must be completed to the satisfaction of the Director of Community Life prior to an occupancy permit being issued.

5. Upon completion, all works of public art will be registered in the Towns Public Artwork inventory as a social record of public artworks in the Town.

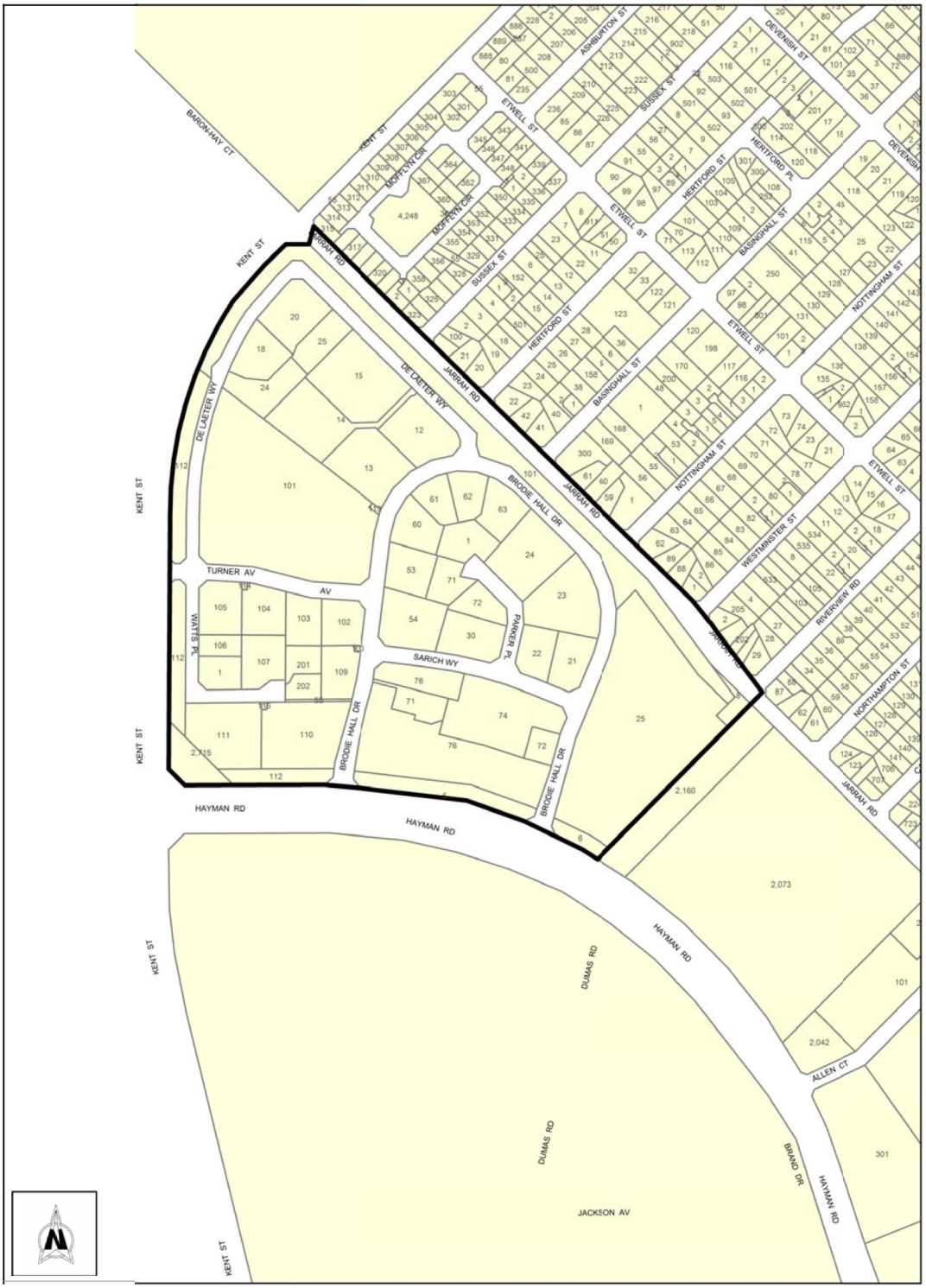

Albany Hwy


Swan River
RESORT
GREAT EASTERN HWY
BOLTON AV
DOME PL
VICTORIA PARK DR
BURSWOOD RD
KITCHENER WY
LEIGH ST
EGHAM RD
HOWICK ST
BAMPORATH ST
THOROGOOD ST
HAWTHORNE PL
CRAIG ST
ASQUITH ST
TWICKENHAM RD
TEDDINGTON RD
RUSHTON ST
HARVEY ST
HAMPTON ST
CLYDESDALE ST
TEAGUE ST
HARPER ST
SUNBURY RD
DUNCAN ST
SHEPPERTON RD
ALBANY HWY
COLOMBO ST
GEDDES ST
HORDERN ST
CARGILL ST
MACKIE ST
McMASTER ST
RUTLAND AV
KITCHENER AV
MIDGLEY ST
COOKHAM RD
ENFIELD
STILES AV
GOODWOOD PDE
VICTORIA PL

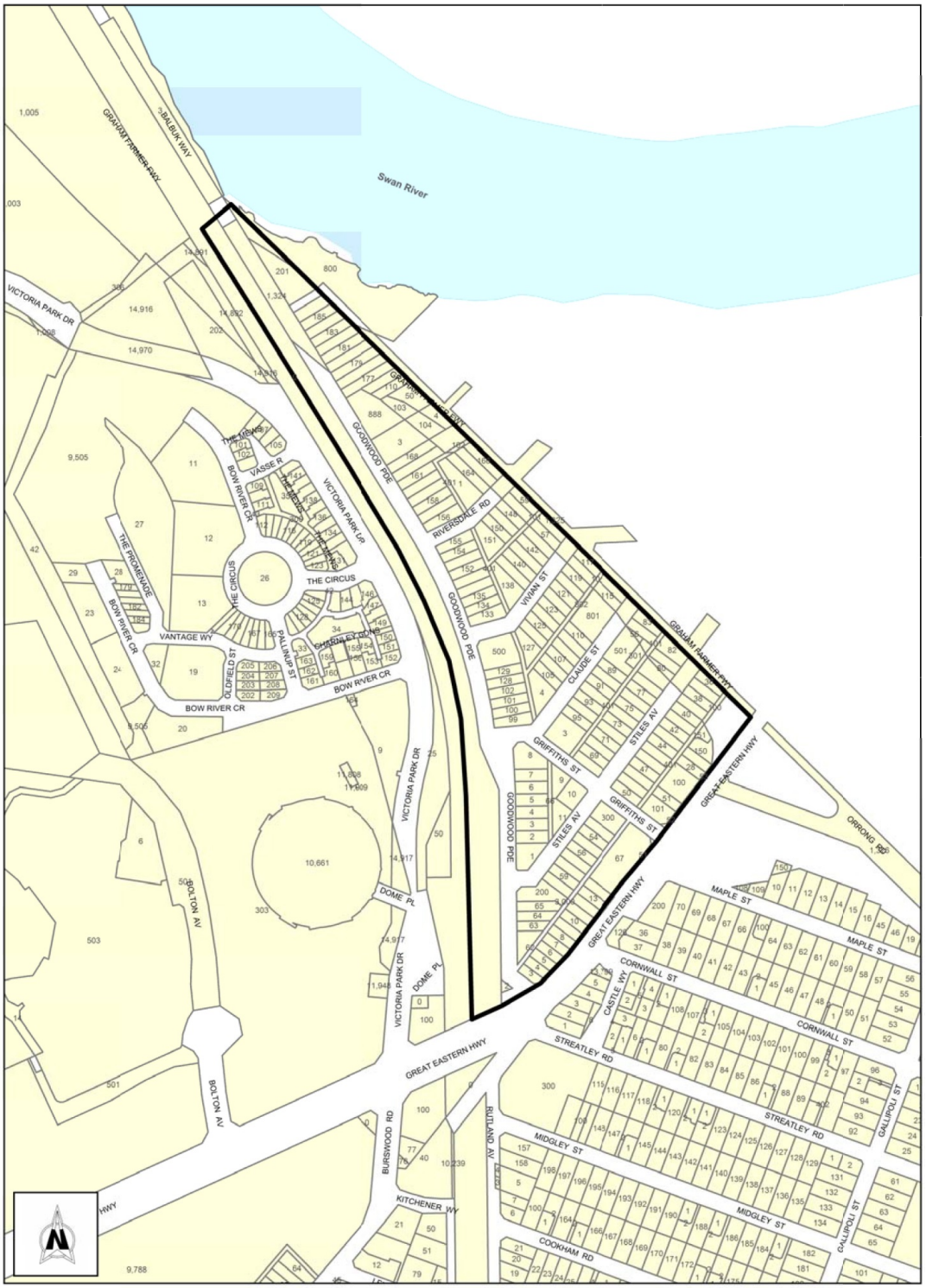
Causeway



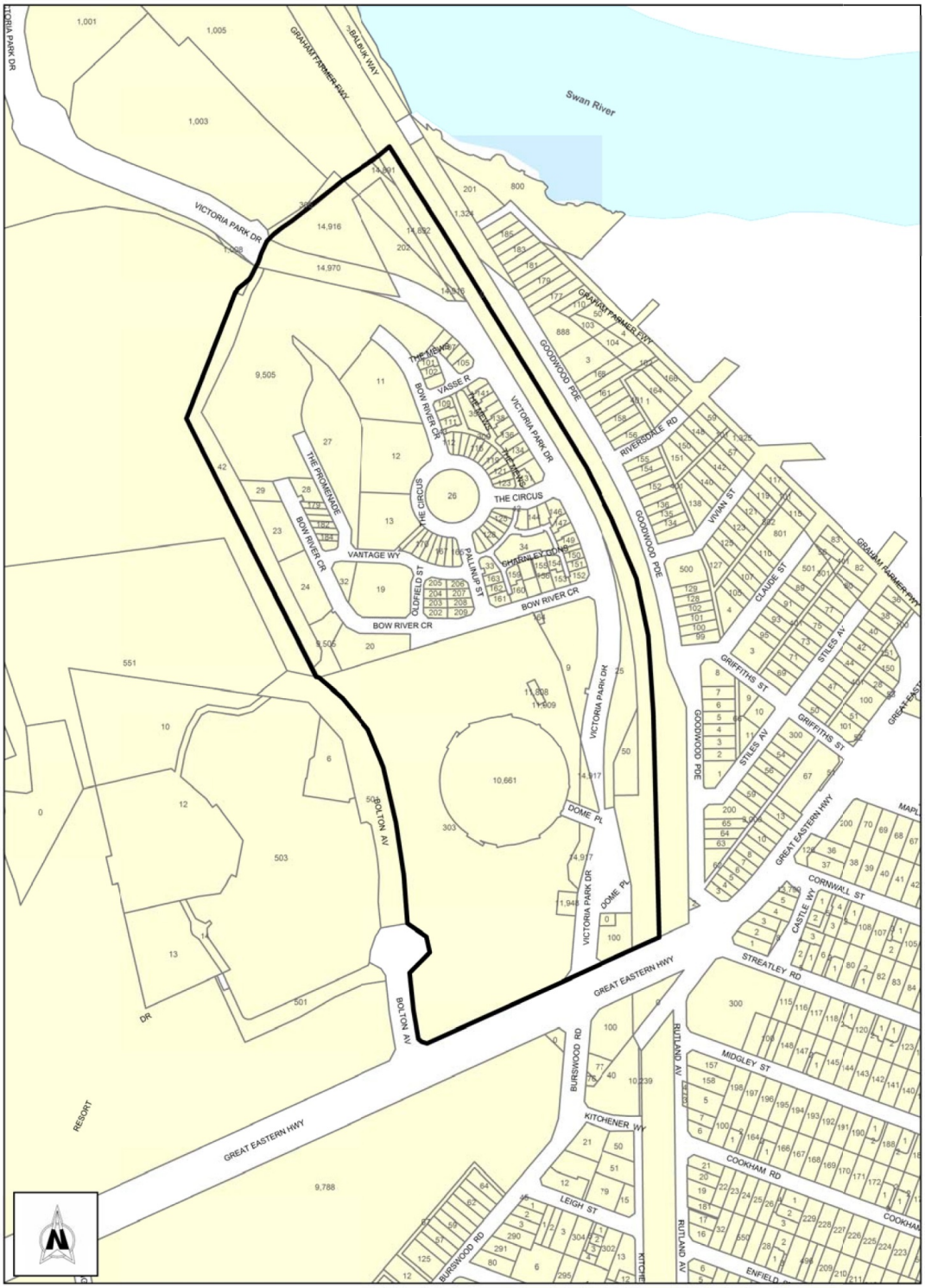
Belmont Park



Technology Park-Curtin



Burswood East



Burswood West

Comparison of Metropolitan Local Government Private Developer Public Art Contribution LPPs

Local Government/ Authority	Development Value	Contr. Amount	Max Value	Locations	Development Types
Armadale	$1M	1%	No cap	Specified zones	Any, excluding single residential development. Industrial development required to provide monetary contribution rather than physical artwork.
Bassendean	$1M	1%	No cap	Any location	MDs, mixed use, commercial, civic, institutional, educational or public works
Bayswater	$1M	1%	No cap	Any private property	Commercial, non-residential or mixed use
Belmont	$4.5M+	1%	No cap	Specified areas/ precincts	Any
Cambridge	$1M+	1%	$500,000	Any location	Commercial, non-residential and mixed use developments
Canning	$4M+	1%	$250,000	Any location	Any, but excludes SHs, GDs and Industrial uses
Cockburn	$1M+ for non-res; $2M+ for MDs	1%	$250,000	Any location	Any, excluding industrial uses, SHs and GDs
East Fremantle	$3M+	1% (then moves to 0.75% for portion over $100M)	No cap	Any location	Any, excluding demo, SHs, GDs, <15MDs, heritage works, State Gove projects
Fremantle	$1M+	1%	No cap	Specified areas/ precincts	Any, but excludes SHs, GDs, Industrial Uses, refurbs <1000sqm, changes of use.
Gosnells	$2M+	1%	$250,000	Any	Any, excluding industrial development
Kwinana	$2M+	1%	$500,000	Any	Any
Melville	$1M+	1%	No cap	Any location	MDs, mixed use or non-res development
Metropolitan Redevelopment Authority (MRA)	$2M+	1% (then moves to 0.5% for portion over $50M)	No cap	All of Central Perth Redevelopment Area	Any
Serpentine-Jarrahdale	$1M+	1%	$500,000	Any	Any
South Perth	$4M+	1%	No cap. Max 50% of contribution can be used for artwork on development site.	Any	Any
Stirling (Draft)	$2M	1% (then moves to	No cap	Any	Any, but excludes SHs, GDs, <10MDs, Industrial

		0.5% for portion over $50M)			Zone development
Subiaco	$1M+	Tiered values ~1%	Negotiated once exceeds $150K for $15M+ development	Any	Commercial and mixed use developments
Swan	$2M+	1%	$500,000	Any location	Any, but excludes SHs, <10 GDs, site works, small scale refurbishments, public works.
Victoria Park (existing LPP 29)	$5M+	1%	No cap	Specified areas/ precincts	Any
Vincent	$1M+	1%	No cap	Any location	Commercial, mixed use. Residential only if 10+ dwellings, 3+ storeys and R60, DC, C or R/C zones.

SH = Single House
GD = Grouped Dwelling
MD = Multiple Dwelling

SERVICE LEGEND

POWER

CONSUMER POLE	CP
POWER POLE	PP
LIGHT POLE	LP
STAY POLE	SP
S. WIRE ANCHOR	SWA
UNI PILLAR	
EXPOSED CABLES	EC

GAS

PRE-LAID CONN.	GPL
METER	GM

SEWERAGE

MANHOLE	SMH
INSPECT. SHAFT	IS
INSPECT. OPENING	IO
HOUSE CONNECTION	HC
HOUSE CONN. INDICATOR	HCI
INSPECT. SHAFT CONNECTION	ISC

TELE.

PIT	TEL
PRE-LAID CONN.	TPL

DRAINAGE

MANHOLE	DMH
GULLY PIT	
LOT PIT	LDP
HOUSE CONN.	DHC
SIDE ENTRY PIT	
COMBINATION ENTRY PIT	

WATER

STOP VALVE	WSV
HYDRANT	HY
FLUSH POINT	FP
WATER TAP	WTP
WATER METER	M
PRE-LAID CONN.	WPL

SURVEY

DATUM NAIL	
PEG FOUND	PF
PEG DISTURBED	PD
PEG GONE	PG
STAKE FOUND	STF

LOT RECORDS

LOT SERVICE \ STATUS	LOCATED	AVAILABLE	NO SERVICE	CONFIRM
WATER	✓			
SEWERAGE			✓	
GAS				✓
TELE.	✓			
DRAINAGE	✓			
POWER U/G			✓	
O/H	✓			

AREA:	ESTAB 05/1970
COASTAL DISTANCE	>10km
LOT: AREA:	21 1897 m²
APPROX. AHD	+ 10.55m

SERVICES MARKED CONFIRM REQUIRE BUILDER / CLIENT TO CONFIRM POSITION & / OR AVAILABILITY ON SITE. APPROXIMATE AHD CONNECTION ONLY. HEIGHT RESTRICTIONS REQUIRE ACCURATE GEODETIC CONNECTION.

GROUND COVER

SANDY / GRASS / WEED

TITLE	: FEATURE SURVEY
CLIENT	: N/A
BUILDER	: RAPID TILT CONSTRUCTION

LINKS SURVEYING
P: (08) 9354 8511
W: www.linkssurveying.com.au
E: info@linkssurveying.com.au

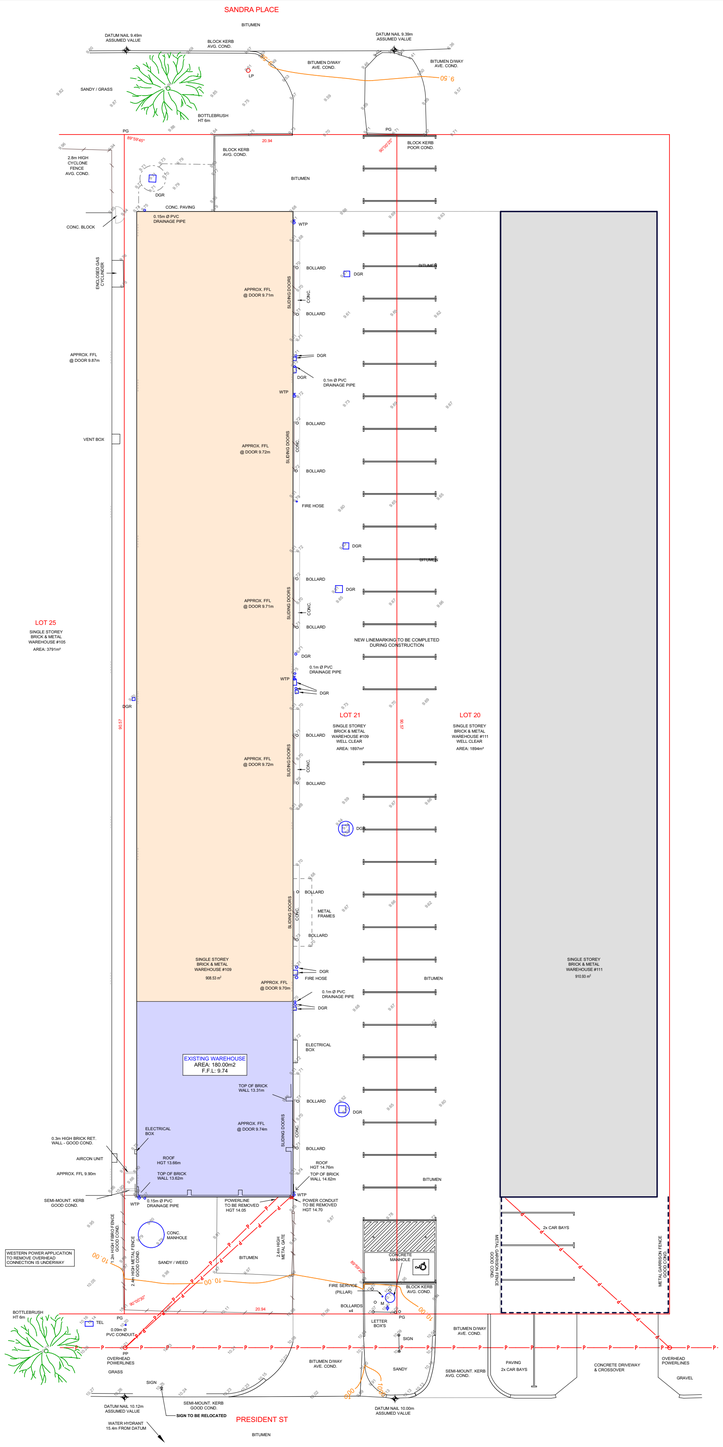
NOTE This PLAN is current at the Surveyed Date, NOT FOR CONSTRUCTION purposes without site corroboration. The cadastral boundary POSITION is APPROXIMATE & requires survey confirmation - Check Landgate Plan & Certificate of Title for Encumbrances including Easements, Caveats, Covenants etc. All SERVICES require verification from the relevant AUTHORITY - suggest contacting "Dial Before You Dig" for underground services & a site inspection. © STANDFAST NOMINEES 1996

LOT	: 21 No. 109 PRESIDENT ST				
SUBURB	: WELSHPOOL			P : 9617	
AUTHORITY	: TOWN OF VICTORIA PARK			C/T : N/A	
UBD REF : 290 G 9		GPS : S 31.98349°		E 115.92977°	

5 0 2.5 5 10 15

SHEET	BUILDER'S REF	SURVEYED	SCALE @ A1	DWG No	REV
1 of 1			1:200	37271-01-100	A

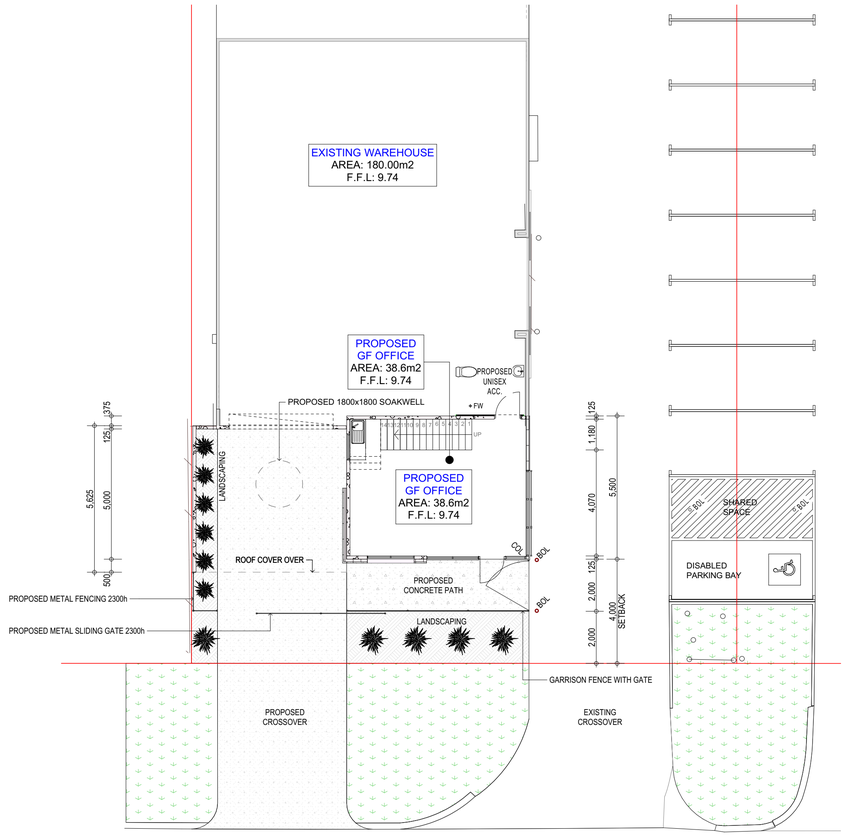
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Site Survey Plan
1:200

ALL CONTRACTORS WORKING ON THIS PROJECT TO CHECK ALL DIMENSIONS AND NOTES PRIOR TO INITIATING ANY WORKS. ALL DISCREPANCIES TO BE NOTIFIED TO THE PROJECT MANAGER STRAIGHT AWAY.

TOWN OF VICTORIA PARK
Received: 12/09/2019



Proposed Site Plan
1:100

DESIGN CALCULATIONS	
LOT 20 (WAREHOUSE/INDUSTRIAL)	
SITE AREA	1894m²
BUILDING AREA	910.59m²
PLOT RATIO	48.10%
NUMBER OF TENANCIES	4
AVERAGE SIZE OF EACH TENANCY	227.75m²
WAREHOUSE PARKING	
(FIRST 150m²)	1
(1 BAY PER 75m², 77.375m²x3)	1.04
BAYS PER UNIT	4.04
BAYS REQUIRED FOR TENNANCY (ROUNDED)	16
LOT 21 (WAREHOUSE/INDUSTRIAL)	
SITE AREA	1897m²
BUILDING AREA	908.53m²
PLOT RATIO	47.9%
NUMBER OF TENANCIES	6
AVERAGE SIZE OF EACH TENNANCY	151.42m²
WAREHOUSE PARKING	
(FIRST 150m²)	1
(1 BAY PER 75m², 1.4275x2)	0.02
BAYS PER UNIT	3.02
BAYS REQUIRED FOR TENNANCY (ROUNDED)	18
OFFICE PARKING	
OFFICE SIZE	76m²
(1 BAY PER 45m², 76/45m²)	1.68
BAYS REQUIRED FOR TENNANCY (ROUNDED)	2
TOTAL PARKING REQUIRED FOR LOT 20 & 21	
16 + 18 + 2	36 BAYS
PROVIDED PARKING	37 BAYS

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BDAWA
NATIONAL ASSOCIATION BUILDING DESIGNERS

ISSUED FOR PRELIMINARY COMMENTS

Client:
Perth Autobody Repairs

Project Title:
Lot 21 #1-109 President Street Welshpool

Site Plans

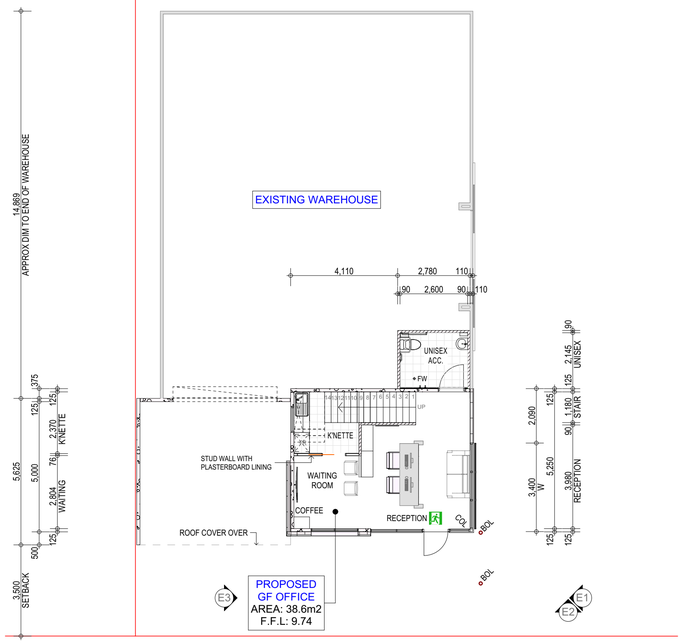
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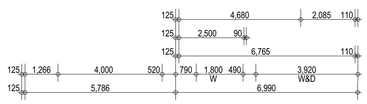
REVISION	DATE	DESCRIPTION
A	18.07.19	Preliminary Issue for Comments
B	09.08.19	Design Development
C	xx.xx.xx	-
D	xx.xx.xx	-

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PO Box 2655, Malaga WA 6944
Email: mike@qdswa.com.au Mobile: 0403 165 270

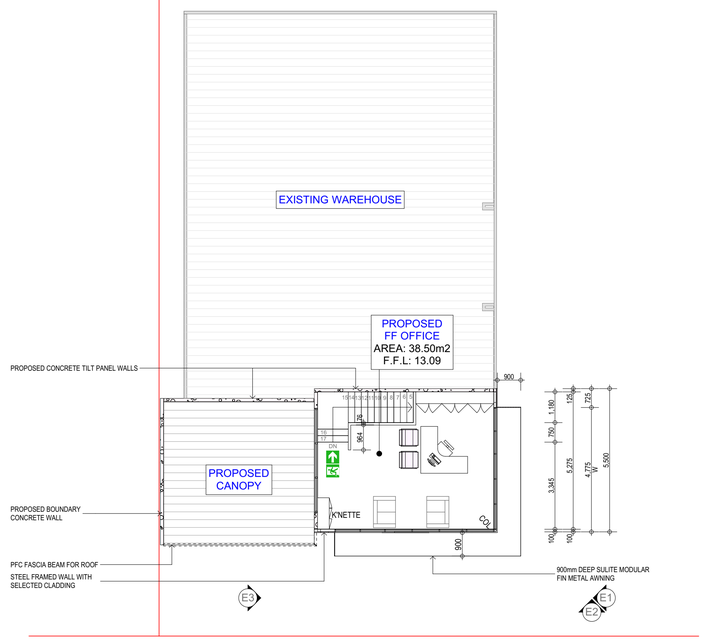
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TOWN OF VICTORIA PARK
Received: 12/09/2019





Ground Floor Plan
1:100





First Floor Plan
1:100

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BDAWA
NATIONAL ASSOCIATION BUILDING DESIGNERS

ISSUED FOR PRELIMINARY COMMENTS

Client:
Perth Autobody Repairs

Project Title:
Lot 21 #1-109 President Street Welshpool

Floor Plans

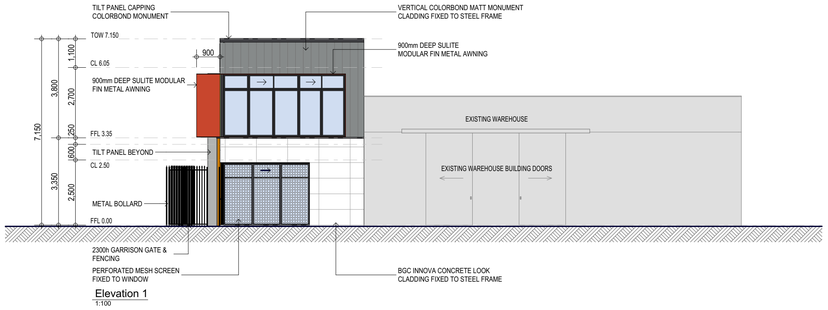
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C	xx.xx.xx	-
D	xx.xx.xx	-

QDS QUALITY DESIGN SOLUTIONS
PO Box 2655, Malaga WA 6944
Email: mike@qdswa.com.au **Mobile: 0403 165 270**

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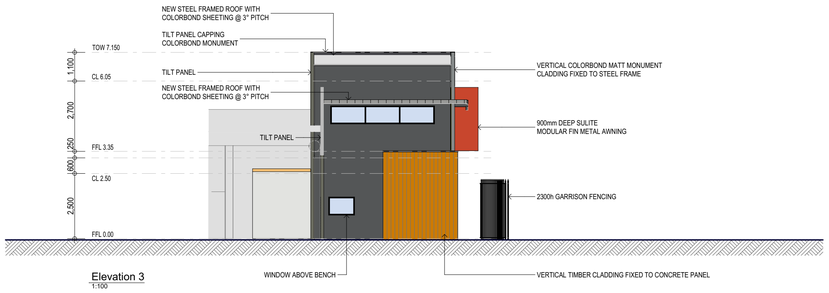
TOWN OF VICTORIA PARK
Received: 12/09/2019



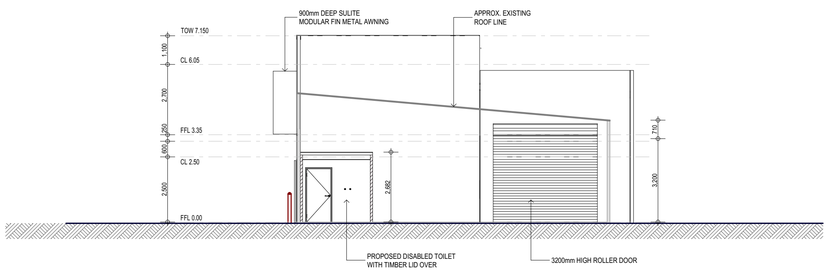
Elevation 1
1:100



Elevation 2
1:100



Elevation 3
1:100



Section C
1:100





METAL POWDERCOATED AWNINGS AS SELECTED

FIBRE CEMENT CONCRETE LOOK PANEL CLADDING AS SELECTED

VERTICAL TIMBER CLADDING AS SELECTED

COLORBOND MATT MONUMENT VERTICAL CLADDING AS SELECTED

BDAWA

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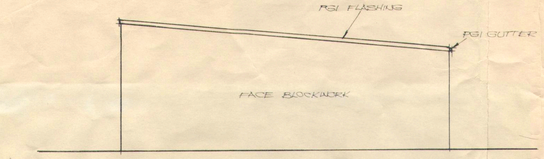
Project Title:
Lot 21 #1-109 President Street Welshpool

Elevations

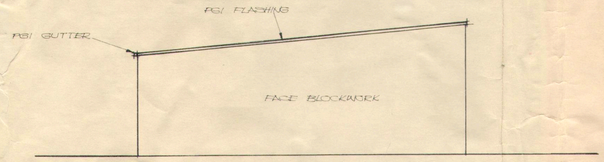
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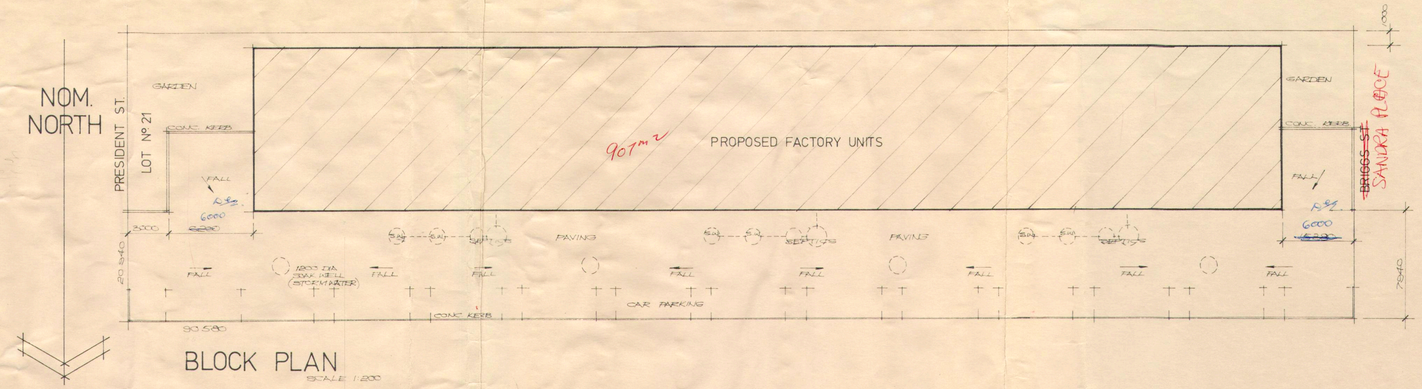
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PO Box 2655, Malaga WA 6944
Email: mike@qdswa.com.au **Mobile: 0403 165 270**



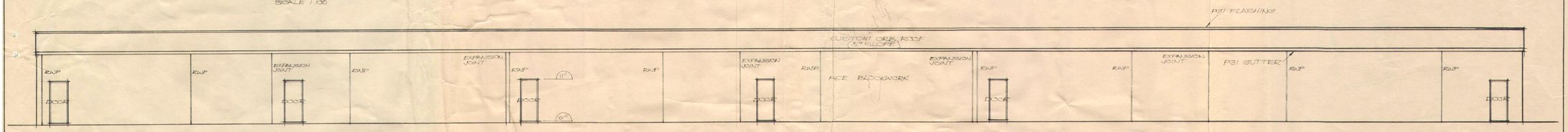
WEST ELEVATION
SCALE 1:100



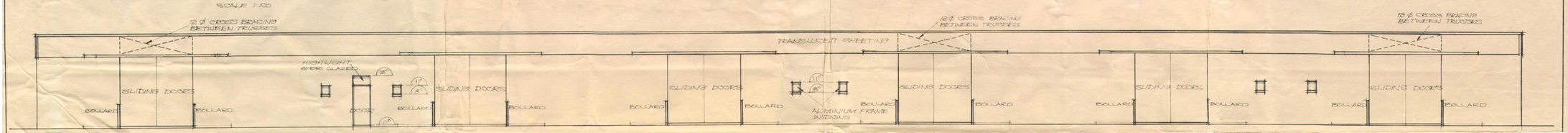
EAST ELEVATION
SCALE 1:100



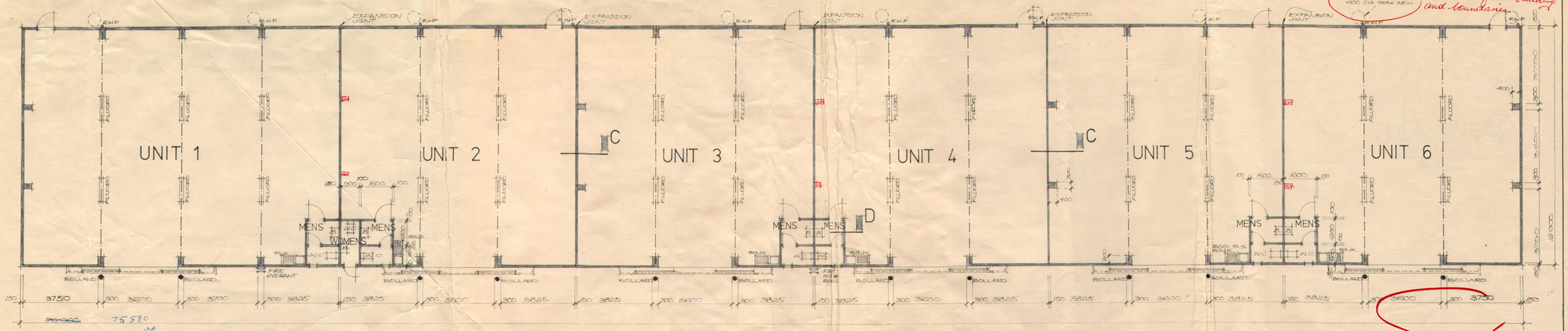
BLOCK PLAN
SCALE 1:200



SOUTH ELEVATION
SCALE 1:100



NORTH ELEVATION
SCALE 1:100



PLAN
SCALE 1:100

PROPOSED FACTORY UNITS FOR IMPOS PTY LTD ON LOT Nº 21 PRESIDENT STREET, KEWDALE.

JOBEC PTY LTD 428 SCARBOROUGH BEACH ROAD, OSBORNE PARK. 6017 PHONE 248874

TOWN OF VICTORIA PARK
Received: 12/09/2019

CF Town Planning & Development

10 September 2019

Chief Executive Officer
Town of Victoria Park
Locked Bag 437
VICTORIA PARK WA 6979

Attention: Mr Robert Cruickshank - Executive Manager Built Life

Dear Robert

APPLICATION FOR DEVELOPMENT APPROVAL
PROPOSED OFFICE ADDITION TO EXISTING INDUSTRIAL UNIT
LOT 21 (NO.109) PRESIDENT STREET, WELSHPOOL (UNIT 1)
TOWN OF VICTORIA PARK

We act on behalf of Quality Design Solutions (QDS) as their consultant town planners and refer to the application lodged with the Town of Victoria Park seeking development approval for the construction of a new office addition to the existing industrial development on Lot 21 (No.109) President Street, Welshpool (Unit 1).

In assessing the application, it is requested that the Town give due consideration to the following key points and information provided in support of this application:

PROPERTY DETAILS & BACKGROUND

1. Lot 21 (parent lot) is located in the north-western segment of the Welshpool Industrial Area approximately 405 metres west of Leach Highway and approximately 165 meres south-western of Orrong Road, which comprises a bus service (see Figure 1 - Location Plan).
2. Lot 21 is rectangular in shape, comprises an area of approximately 1,896.633m^2 and is relatively flat throughout. The land has frontage and access to President Street along its south-eastern boundary and Sandra Place along its north-western boundary.
3. It is significant to note that the subject land has been developed in conjunction with adjoining Lot 20 (No.111) President Street with a shared car parking area (i.e. straddling the boundary). Lots 21 & 20 have been historically developed and used for industrial/commercial purposes and contains a number of physical improvements associated with its current usage including one (1) industrial building on each lot , thirty seven (37) on-site car parking bays, landscaping and boundary fencing (see Figure 2 - Arial Site Plan & Figure 3 and Site Development Plans).
4. The existing development over both Lots 21 & 20 comprise a total of ten (10) units. Lot 21 has been strata titled into six (6) industrial units, with this application relating to Unit 1 on Lot 21 (Strata Plan No.28040). It is our understanding that Unit 1 has been approved for 'Warehouse/Industrial' purposes.
5. The subject land has not been identified by the Department of Fire & Emergency Services (DFES) as being located within a designated 'bushfire prone area'.

Planning & Development Consultants
Address: 3/1 Mulgul Road, Malaga WA 6090
Tel: 9249 2158 **Mb:** 0407384140 **Email:** carlof@people.net.au
CVF Nominees Pty Ltd ABN: 86 110 067 395

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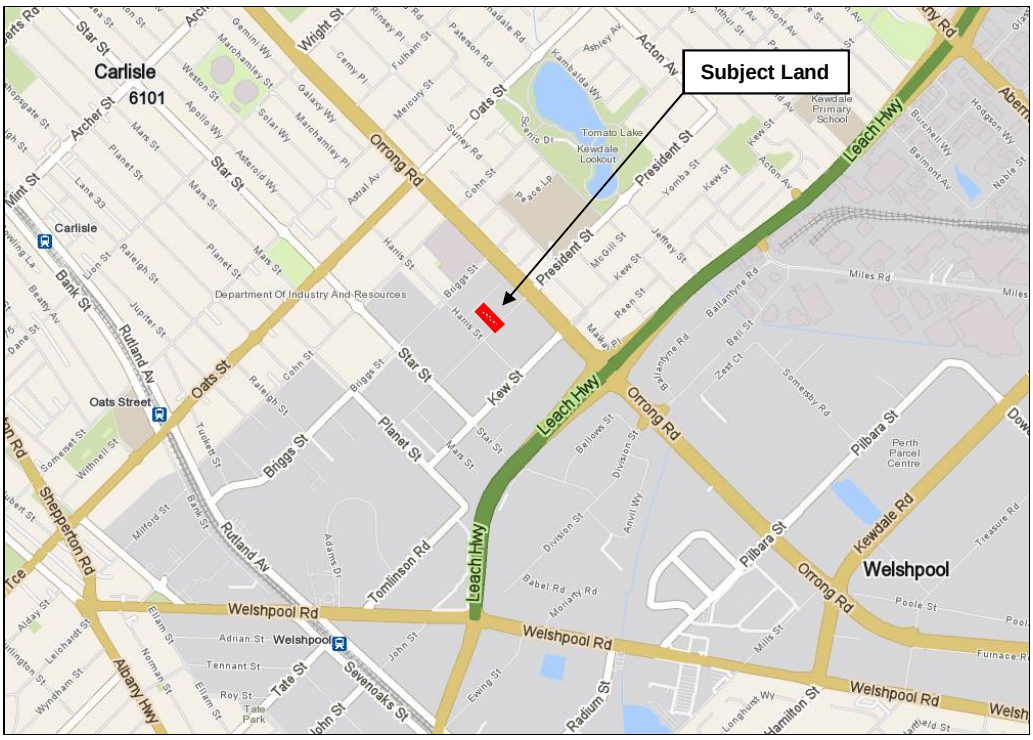


Figure 1 - Location Plan

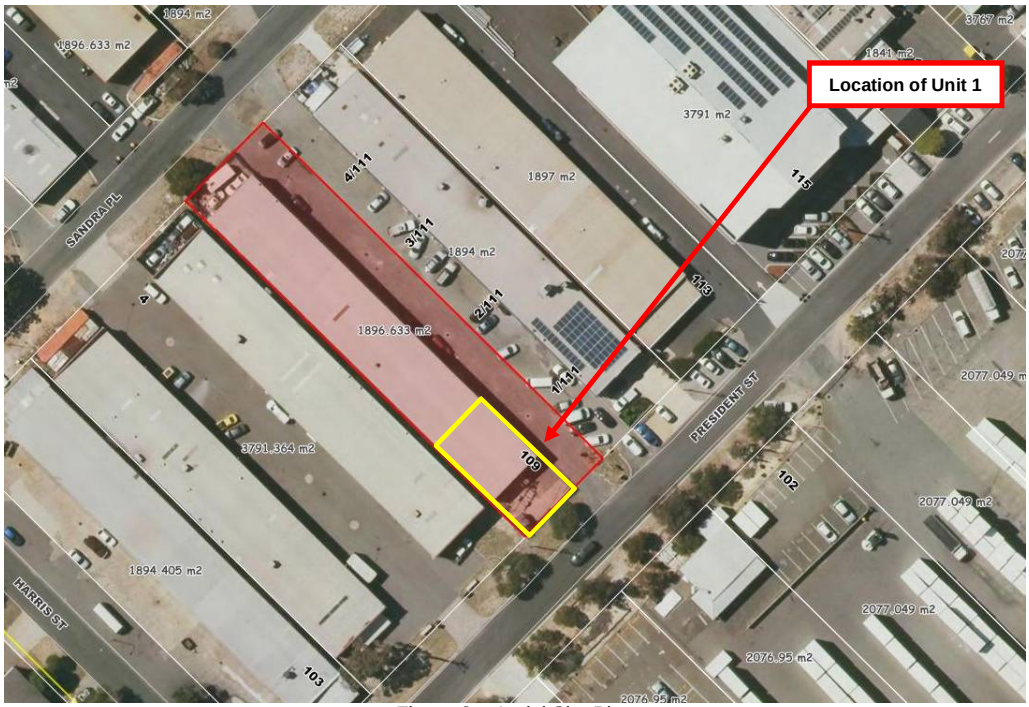


Figure 2 – Aerial Site Plan

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CVF Nominees Pty Ltd ABN: 86 110 067 395

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Figure 3 – Existing industrial development on the subject land (both Lots 21 & 20).

PURPOSE OF THIS APPLICATION

6. This application seeks the Town's development approval for the construction of a new two (2) storey office addition to the existing industrial development on the land (Unit 1) comprising a total floor area of 75m^2. Details of the proposal are as follows:

   i) Construction of an office addition forward of the existing industrial development on the land within the President Street frontage;

   ii) Construction of a new canopy forward of the existing building and abutting the office addition to provide protection from the elements;

   iii) Installation of signage in support of the current business operating from the land;

   iv) Installation of landscaping; and

   v) Installation of visually permeable front fencing and security gate.

   (see Site Development Plans).

7. The proposed office addition is required to provide improved and more attractive administration space of the existing business operating on the land (i.e. 'Perth Autobody Repairs''). The business also operates from Units 1 & 3 on Lot 20 and is a well-established business that has operated for over 23 years. It is significant to note that the proposed upgrade works will not result in additional staff being employed as part of the current business operations on the land. The purpose of the office addition is to provide a more professional environment for clients attending the site and to improve the overall appearance an image of the development/business when viewed from the street.

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Tel: 9249 2158 **Mb:** 0407384140 **Email:** carlof@people.net.au
CVF Nominees Pty Ltd ABN: 86 110 067 395

TOWN OF VICTORIA PARK
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8. It is significant to note that the application does not propose any other changes to the existing developments on both Lots 21 & 20, including the existing on-site car parking area.

STATUTORY REQUIREMENTS

Metropolitan Region Scheme

9. Lot 21 is currently classified 'Industrial' zone under the Metropolitan Region Scheme (MRS). The zones and reservations prescribed by the MRS are intentionally broad categories and not precisely defined or limited in order to enable a flexible approach to strategic regional town planning. The following definition for land classified 'Industrial' is provided as a guide to its stated purpose/s in the MRS:

   "Industrial and Special Industrial – Land in which manufacturing, processing, warehousing and related activities are undertaken."

10. The proposed 'Office' addition to support the industrial use on the land is considered to be consistent with the defined intent of the land's current 'Industrial' zoning classification under the MRS and may therefore be approved by the Town.

Town of Victoria Park Town Planning Scheme No.1

11. Lot 21 is classified 'Industrial (2)' zone under the Town of Victoria Park's current operative Town Planning Scheme No.1 (TPS No.1). In addition, the Scheme Map identifies that the subject land is located within the 'Welshpool Precinct' (P9).

12. Under the terms of TPS No.1 the development and use of any land classified 'Industrial (2)' zone for 'Office' purposes are listed as a permitted (i.e. 'P') uses. As such, it is contended that the proposed use for the land for 'office' or 'incidental office' purposes can be approved by the Town.

Welshpool Precinct

As previously mentioned, the Scheme Map identifies the subject land as being located within the Welshpool Precinct (P9). The purpose of the Precinct is to guide development and uses within the Precinct.

The Statement of Intent for the 'Welshpool Precinct' is to continue to function as an industrial area, meeting the need for service industry in the inner areas of the City and close to the Perth City Centre. It is contended that the proposal on the subject land is consistent with the 'Statement of Intent' for the 'Welshpool Precinct' for the following reasons:

- It will provide for the continued use of the land for industrial purposes and provide operational efficiency of the business operating from the land;
- The continued use of the land for industrial purposes will provide services within the Town of Victoria Park and in close proximity to the Perth City Centre;
- It will also provide an active frontage to President Street and improve the overall appearance of the existing development on the land when viewed from the public realm;
- It will facilitate the upgrading of an outdated and rundown building currently on the land and the construction of a new office addition which comprises an improved built form character and visual interest that will improve the local streetscapes; and
- It will assist with providing improved passive surveillance over President Street.

In light of the above it is concluded that the proposed addition to the existing development on the land

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to accommodate an office is consistent with the intent of the Precinct and may therefore be supported by the Town.

Development Standards

General Development Standards

13. The following is an assessment of the proposed development against the relevant development standards prescribed in TPS No.1 and the Town's 'Welshpool Precinct (P9)':

Table 1 – Development Standards

DEVELOPMENT COMPONENT	PLANNING REQUIREMENT	PROPOSED	COMPLIES
SITE			
Plot ratio	1,897m^2 (0.1:1)	983.53m^2 (0.51)	Yes
SETBACKS			
Front	4.5m	4.0m	No
Side	Nil	Nil	Yes
Rear	Nil	Nil	Yes
LANDSCAPING			
Front Setback Area	1.5 metres wide	Min 2.0 metres	Yes
Total landscaping area in front setback area	23.5m^2 (25%)	24.25m^2 (25.8%)	Yes
Shade Tree	1 tree per 4 car parking bays	Existing car parking area, which is not being altered.	N/A

14. The following justification is provided in support of the variation being sought for the minimum front setback requirements for the development.

    i) The proposed variation to the minimum required front setback (i.e. 500mm) is considered to be minor and will not have an adverse impact on the local streetscape or the adjoining properties in terms of bulk and scale;

    ii) The setback variation of the proposed development/additions can be attributed to the constraints of the existing development on then land and the inadequate space available to accommodate the office addition;

    i) The proposed development has been designed with a variable setback along its President Street frontage to help provide an interesting and articulated front façade;

    ii) The proposed development has been designed to comprise sufficient landscaping within the front setback area to soften the potential impact the development may have on the local streetscape;

    iii) Lot 21 has a substantial verge area with a width of 6.5 metres along its President Street frontage. The significant verge width provides an increased setback between proposed development and the road pavement, therefore minimising the impact of the proposed built form on the President Street streetscape;

    iv) The proposed variation to the front street boundary will not adversely impact any existing and/or future development of other industrial lots along the street;

    v) The current streetscape is charcherised by an eclectic mix of developments comprising old shed type structures, open car parking areas, storage yards and some structures (such as sheds and incidental buildings) comprising a reduced front setback (i.e. less than 4.5 metres) (see Figure 2 – Aerial Site Plan). Given these facts, it is contended that the local streetscape does not comprise any specific character that requires preservation and that the proposed new office building will in fact enhance the streetscape;

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vi) The existing development on the land is currently rundown and provides a poor built form appearance when viewed from the street. The proposed office addition has been designed to provide massing along the street, an active frontage, use of modern materials, articulation and use of varying colours. All of these aspects will enhance the existing development on the land and provide visual interest when viewed from the public realm;

vii) In light of the above two points, the proposed office addition will vastly improve the local streetscape and benefit the immediate locality;

viii) The proposed office development will provide improved connectivity between the business activities being undertaken on the subject land and the public realm;

ix) Council has the discretion to approve the front setback variation where the proposal has merit and does not adversely impact its surroundings. As outlined above, the proposed front setback variation is minor and will result in vast improvements of the existing development on the land and the local streetscape. As such, the proposal has merit; and

x) The existing development and proposed additions comprise sufficient space to accommodate any required easements within the front setback area required by any servicing authorities.

15. Having regard for all of the above it is contended the proposed variation to the minimum front setback requirement for the new office addition to the existing industrial development on Lot 21 will not have an adverse impact on the local streetscape and may therefore be supported and approved by the Town.

Car Parking

16. As previously mentioned, the existing industrial development on both Lots 21 & 20 comprise a total of thirty seven (37) on-site car parking bays with access from both President Street and Sandra Place.

17. The following car parking calculations are provided to assist the Town's assessment of the application and have been formulated with due regard for the parking standards prescribed the Town's Local Planning Policy No.23 ('Parking Policy):

Table 2 - On-site Car Parking

LAND USE	PRESCRIBED PARKING STANDARD	FLOOR AREA, NUMBER OF DWELLINGS	PARKING BAYS REQUIRED
Existing Warehouse (Lot 21)	3 bays for first 150m^2 of NFA & thereafter 1 bay per 75m^2 of NFA.	908m^2	13.1 bays
Existing Warehouse (Lot 20)	3 bays for first 150m^2 of NFA & thereafter 1 bay per 75m^2 of NFA.	910m^2	13.1 bays
Office Addition	1 bay per 40m^2 of NLA	70m^2	1.75 bays
Total No. of bays required			**28 bays**
Total number of on-site parking bays provided			**37 bays**
On-site car parking surplus			**9 bays**
Note: The parking standards prescribed by the Town's Local Planning Policy No.23 does not include storage, entry foyer and amenities etc.			

18. As demonstrated by the above table, the existing development on both Lots 21 & 20 and proposed office addition on Lot 21 complies with the on-site car parking provisions prescribed within the Town's Local Planning Policy No.23.

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SUMMARY

19. Having regard for all of the above, it is contended that the proposed office addition to the existing industrial development on Lot 21 (No.1/109) President Street, Welshpool is suitable and capable of being approved by the Town for the following reasons:

- The proposal on the subject land is consistent with the defined intent of the land's current 'Industrial' zoning classification under the MRS.
- The proposed new addition will improve the streetscape and provide for improved passive surveillance of President Street.
- The proposal will not compromise the existing character, amenity or compatibility of land uses in the immediate locality or give rise to any land use conflicts.
- The subject land is located within a well-established industrial area surrounded by developments of a similar nature, scale and appearance.
- The proposed office addition is generally compliant with the various development standards and requirements prescribed in the Town of Victoria Park's Town Planning Scheme No.1 and all associated local planning policies, excluding the minimum front setback.
- Notwithstanding the above variation, the proposed new office addition will enhance the local streetscape and improve the standard of development within the immediate locality.
- The office addition will assist with the operational efficiency of the existing and any future businesses operating within Unit 1.

CONCLUSION

The proposed development has been designed to improve the current built form on the land and the existing streetscape, providing a building that comprises visual interest and connectivity with the adjoining street. In addition, the proposed development will provide much needed office administration space to the existing business operating on the land to improve operational efficiency.

In light of the above information and justifications, we respectfully request the Town's favorable consideration and approval of the development application for the construction of a new office addition to the existing industrial unit on Lot 21 (No.1/109) President Street, Welshpool in accordance with the plans prepared in support of this application.

Should you have any queries or require any additional information regarding any of the matters raised above please do not hesitate to contact me on 0407384140 or carlof@people.net.au.

Yours faithfully,



Carlo Famiano
Town Planner
CF Town Planning & Development



TOWN OF VICTORIA PARK		PLOT DATE: 23/10/2019	SCALE = 1:1203
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COTERRA ENVIRONMENT

Hillview Bushland Reserve Management Plan

Lot 4 Berwick Street, East Victoria Park

Rev 1, October 2019



CALIBRE | COMMITMENT | COLLABORATION

Hillview Bushland Reserve
Management Plan

Rev 1, October 2019

This report was prepared by:

Coterra Pty Ltd trading as COTERRA ENVIRONMENT
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Our Ref: TVPHBM01
Author(s): K. Cooper / S. Harley
Reviewer: S. Harley / K. Watts
Report Version: Revision 1
Date: October, 2019

This report was prepared for:

Town of Victoria Park
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Victoria Park WA 6101

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EXECUTIVE SUMMARY

Hillview Bushland (the site) covers approximately 1.01ha and is located at 386 (Lot 4) Berwick Street East Victoria Park (Figure 1). The site is currently zoned 'Urban' under the Metropolitan Region Scheme (MRS) and 'Parks and Recreation' under the Town of Victoria Park's (ToVP) Town Planning Scheme No. 1.

The engagement of stakeholders during the development of this management plan was vital to identifying the main threats influencing the condition of the bushland, and an opportunity to develop a shared vision and future management direction for the area. A community workshop was undertaken in January 2019, in where there was an overwhelming response to the conservation value of the site.

A number of threatening processes were identified during the community consultation processes which may influence the condition and diversity of flora and fauna within the Hillview bushland. The key threatening processes included:

- Potential developments surrounding the site – further infrastructure works (Main Roads WA) and the redevelopment of the neighbouring national trust site.
- Potential development of the site given the current MRS zoning (Urban).
- Lack of/ insufficient management on site.
- Human disrespect (i.e. rubbish dumping).
- Presence of weed species.
- Small size of the site - impact of edge effects on maintaining genetic diversity in the Banksia woodland (species present and condition).

Based on the existing biophysical environment and the outcomes of the community consultation, there was a strong consensus that conservation of the biodiversity and aesthetic values of the site should be given priority in the development of the management plan. In terms of usage of the site, passive activities (i.e. bird watching, walking trails) were supported.

The following vision goals have been developed for the site following the consultation process:

- Conservation

  Protect and enhance the sites natural values including biodiversity through the implementation of appropriate management measures such as weed control, revegetation and monitoring programs.

- Education

  Facilitate informed appreciation of the sites biophysical environs amongst the community through the provision of appropriate facilities (i.e. education signage and formalised pedestrian access).

- Social

  Promote community ownership of the site through liaison and coordinated management, and creation of a 'sense of place' for the local community.

A Concept Plan has been developed for the site to provide direction for the management of the site to achieve these visions. Management Actions and the roles and responsibilities for implementation of the Concept Plan have been developed. It is recommended that this management plan be reviewed every five years.

COTERRA ENVIRONMENT

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1.0 BACKGROUND

1.1 Overview

The Town of Victoria Park (ToVP) Strategic Environmental Management Plan (EMP) 2013-2018 was developed by the town as a primary planning document to guide decision making for land management and natural areas and biodiversity within its jurisdiction. One of the EMPs strategic objectives is to:

"*Ensure the effective maintenance, protection and enhancement of the Towns biodiversity*"

Remnant vegetation is an ecologically and culturally valuable asset to the ToVP. In 2002, Council resolved to develop a Remnant Vegetation Management Plan for remnant native vegetation within the Town to ensure that it is protected and enhanced for the benefit of future generations[1].

In 2005, a management plan was developed for the Hillview Bushland (the site) by E.A Griffins and Associates for the Friends of Hillview Community Bushland, which created the foundations for proposed environmental management within the site.

1.2 Location and Classification

Hillview Bushland (the site) is located at 386 (Lot 4, Vol. 2139 Fol.791) Berwick Street East Victoria Park and covers an area of approximately 1.01ha (Figure 1). The site is currently zoned 'Urban' under the Metropolitan Region Scheme (MRS) and 'Parks and Recreation' under the Town of Victoria Park's (ToVP) Town Planning Scheme No. 1.

The site is entered by The National Trust of Australia (WA) in its register of important places and is of significant environmental and scientific value to the community.

1.3 Purpose of Management Plan

The purpose of preparing this management plan is to:

1. identify current and future potential risks and pressures; and
2. to develop management strategies and recommendations for the site.

1.4 Associated Documents

The ToVP has several reports, guidelines and policies which are relevant in the support of this management plan, which include:

- Environmental Plan (2013-2018) (ToVP, 2013).
- Urban Forest Strategy (ToVP, 2018).

[1] It is noted that 2002, Remnant Vegetation Management Plan will be reviewed in the near future.

2.0 STAKEHOLDER CONSULTATION

2.1 Consultation Process

2.1.1 Overview

The engagement of stakeholders during the development of this management plan was vital to identifying the main threats influencing the condition of the bushland, and an opportunity to develop a shared vision and future management direction for the area.

Consultation was intended to capture input from all relevant parties, allowing the process to be inclusive of the local community. Importantly, consultation sought to ensure that the community, as well as the ToVP, had an opportunity to contribute and have a sense of ownership over the recommendations made for the management of the site.

2.1.2 Community Consultation and Workshop

The ToVP's Environmental Officer, Community Liaison Officer and Coterra Environment, met with two representatives from the Community Forum Victoria Park in November 2018, to discuss the project and the objectives of developing the management plan for the site. An outline for a community workshop was presented to the representatives. Feedback on the workshop outline was received from the President of the Community Forum Victoria Park on 13 December 2018.

The ToVP via their 'Your thoughts' internet community consultation portal, advertised a survey request which concluded on 4 February 2019.

A community workshop was held at the ToVP council office on 31 January 2019. Participation of the workshop was invited through local newspaper advertisements and 'Your thoughts' internet community consultation portal. Three main group exercises were completed during the workshop as described below:

- First phase - aimed at identified the matters currently influencing or threatening the bushland area.
- Second phase - aimed at discussing the 5-year vision for the bushland area.
- Third phase - discussed how do we achieve the 5-year vision for the bushland (based on no money or timeframe limitations)

2.1.3 Consultation Workshop Outcomes

Consultation undertaken with community stakeholders overwhelming highlighted the conservation value of the site. As such there was a strong desire to preserve the bushland and enhance its existing condition and level of biodiversity. In terms of usage of the site, passive activities (i.e. bird watching, walking trails) were supported.

A summary of the exercises of the workshop are provided within Appendix A.

3.0 BIOPHYSICAL AND SOCIAL ENVIRONMENT

3.1 Surrounding land-uses

The site is located within an urban context with existing urban development (R30) located north, east and south of the site. The National Archives of Australia is adjacent to the site. There is a Western Power high voltage easement within the eastern portion of the site The National Archives of Australia is proposed to be redeveloped to accommodate urban development. The site is located between several recreational parks; Higgins Park (0.5km south), Fraser Park (0.5km west) and Edward Millian Reserve (0.1km north east).

3.2 Climate

The site experiences a Mediterranean climate characterised by cool, wet winters and warm to hot, dry summers. The nearest Bureau of Meteorology (BoM) weather station at Perth Metro (Station No. 9225) provides average monthly temperature and rainfall statistics. Average annual rainfall recorded at Perth Metro since 1994 is 733.2 mm (BoM 2019). While rainfall may occur at any time of year; most occurs in winter (June [124.5mm], July [145.9mm] and August [126.0mm]).

Highest temperatures occur between December and March, with average monthly maximums ranging from 29.1˚C in December to 31.6˚C in February (BoM 2019). Lowest temperatures occur between June and August, with average monthly minimums ranging from 18.4 ˚C in July to 19.4 ˚C in June (BoM 2019).

3.3 Topography, Geology and Landforms

The topography on site ranges from approximately 28mAHD in the south to 26mAHD in the north (Figure 2).

The site is located within the Bassendean Dune System which is generally consists of low relief, often with broad swales or relatively flat sand sheets between low dunes. Soils are predominantly deep grey leached quartz sands (DPaW, no date). Regional environmental geology mapping indicates that the site consists of sand (S_s) (Gozzard 1986) (Figure 2).

3.4 Hydrology

3.4.1 Groundwater

The Department of Water and Environmental Regulation (DWER) Perth groundwater Atlas indicates that groundwater is approximately 18-20m below ground level (bgl) and that regional groundwater flows in a south west direction toward the Canning/Swan River interface (Figure 3).

There are three aquifers of significance underlying the site; each assigned the name of the major geological unit in which the aquifer occurs (DWER 2018), which includes:

- Perth- Superficial Swan Aquifer (Town of Vic Park) (unconfined)- allocation available.
- Perth - Leederville Aquifer (Perth south confined) - fully allocated.
- Perth Yarragadee North (Perth south confined) - fully allocated (DWER, 2019).

There are currently no groundwater licences issued for the site.

The site is not within a Public Drinking Water Source Area (PDWSA).

3.4.2 Surface Water

There are no geomorphic wetlands or other surface water features within or adjacent to the site (WALGA, 2018).

3.5 Vegetation and Flora

3.5.1 Overview

The site is located within the within the Drummond Botanical Subdistrict (Beard 1990), within the Swan Coastal Plain 2 IBRA subregion (SWA02) (Mitchell *et al*, 2002). Regionally, Beard (1980) vegetation association mapping indicates that the site is within the 1001- Medium very sparse woodland; jarrah, with low woodland; banksia and casuarina.

Heddle *et al* (1980) broadly mapped vegetation complexes across the Swan Coastal Plain. The site comprises the Bassendean Complex - Central and South which is characteristic of vegetation which ranges from woodland of *Eucalyptus marginata* (Jarrah) - *Allocasuarina fraseriana* (Sheoak) - Banksia species to low woodland of Melaleuca species, and sedgelands on the moister sites. This area includes the transition of *Eucalyptus marginata* (Jarrah) to *Eucalyptus todtiana* (Pricklybark) in the vicinity of Perth (Heddle *et al* 1980).

WALGA (2018) estimates that there is approximately 0.8ha of remnant vegetation within the site, and that in regard to the Bassendean Complex - Central and South vegetation complex there is less than 30% of pre-European extent remaining and less than 10% being protected within the Swan Coastal Plain and Jarrah Forest IBRA region.

The Department of Biodiversity Conservation and Attractions (DBCA) NatureMap and the Department of Environment and Energy (DEE) Environment Protection and Biodiversity Conservation (EPBC) Act Protected Matters Report with 1km buffers was searched for threatened and priority flora and communities which may occur within the vicinity of the site (Appendix B).

Table 1: Likelihood of Threatened and Priority Flora species occurring within the vicinity of the site

Species	Conservation status		Habitat	Likelihood of presence within the site
	WC Act	EPBC Act		

Species	Conservation status		Habitat	Likelihood of presence within the site
	WC Act	EPBC Act		
Andersonia gracilis (Slender Andersonia)	T	E	White/grey sand, sandy clay, gravelly loam. Winter-wet areas, near swamps. Distribution: Canning, Dandaragan, Gingin, Gosnells (FloraBase, 2018).	Unlikely - no suitable habitat on site. Not recorded within the site survey (Coterra, 2018).
Diuris micrantha (Dwarf Bee-orchid)	T	V	Dwarf Bee-orchid is known from seven populations, from east of Kwinana and south towards the Frankland area, Western Australia. It is found in small populations, on dark, grey to blackish, sandy clay-loam substrates in winter wet depressions or swamps. The bases of the flowering plants are often covered with shallow water (EBPC Conservation Advice, 2008). Distribution within Harvey, Kwinana, West Arthur, Williams.	Unlikely - no suitable habitat on site. Not recorded within the site survey (Coterra, 2018).
Drakaea elastica (Glossy-leafed Hammer Orchid)	T	E	White or grey sand. Low-lying situations adjoining winter-wet swamps (florabase, 2018). Distribution within Busselton, Capel, Dandaragan, Harvey, Kwinana, Murray, Rockingham.	Unlikely - no suitable habitat on site. Not recorded within the site survey (Coterra 2018).
Drakaea micrantha (Dwarf Hammer-orchid)	T	V	White-grey sand. The Dwarf Hammer-orchid occurs in infertile grey sands, in Banksia, Jarrah (*Eucalyptus marginata*) and Common Sheoak (*Allocasuarina fraseriana*) woodland or forest. It is often found under thickets of Spearwood (*Kunzea ericifolia*) with Flying Duck orchid (*Paracaleana nigrita*) and other Drakaea species Distribution within Albany, Armadale, Augusta-Margaret River, Busselton, Canning, Capel, Denmark, Harvey, Manjimup, Murray, Nannup, Plantagenet	Unlikely - no suitable habitat on site Not recorded within the site survey (Coterra, 2018).
Dodonaea hackettiana (Hackett's Hopbush)	P4	-	Sand. Outcropping limestone. Distribution: Cockburn, Fremantle, Gingin, Kwinana, Perth, Rockingham, South Perth.	Likely - suitable habitat on site *Dodonaea ?hackettiana* recorded within the site survey (Coterra, 2018).
Diuris purdiei (Purdie's Donkey-orchid)	E	V	It grows on sand to sandy clay soils, in areas subject to winter inundation, and amongst native sedges and dense heath with scattered emergent *Melaleuca preissiana, Eucalyptus calophylla, E. marginata* and *Nuytsia floribunda*	Unlikely - not suitable habitat on site. Not recorded within the site survey (Coterra, 2018).
Eremophila glabra subsp. Chlorella (Emu Bush)	T	E	Sandy clay. Winter-wet depressions. Distribution: Canning, Carnamah, Dandaragan, Gingin, Gosnells, Moora, Victoria Plains (FloraBase)	Unlikely - not suitable habitat on site. Not recorded within the site survey (Coterra, 2018).
Grevillea curviloba subsp. Incurve (Narrow curved-leaf Grevillea)	T	E	Sand, sandy loam. Winter-wet heath. Distribution: Chittering, Gingin, Swan (FloraBase, 2018)	Unlikely - not suitable habitat on site. Not recorded within the site survey (Coterra, 2018).
Lepidosperma rostratum (Beaked Lepidosperma)	T	E	Peaty sand, clay. Distribution: Armadale, Gingin, Gosnells, Serpentine-Jarrahdale, Victoria Plains (FloraBase, 2018).	Unlikely - not suitable habitat on site. Not recorded within the site survey (Coterra, 2018).
Macarthuria keigheryi	T	E	White or grey sand. Belmont, Canning, Dandaragan, Gingin, Kalamunda (FloraBase, 2018).	Potential suitable habitat on site.

Species	Conservation status		Habitat	Likelihood of presence within the site
	WC Act	EPBC Act		
Synaphea sp. Fairbridge Farm (Selena's Synaphea)	T	CE	Sandy with lateritic pebbles. Near winter-wet flats, in low woodland with weedy grasses. Distribution: Canning, Dardanup, Murray, Serpentine-Jarrahdale.	Unlikely - not suitable habitat on site.
Thelymitra dedmaniarum (Cinnamon Sun Orchid)	T	E	Granite. Distribution: Gingin, Swan.	Unlikely - not suitable habitat on site and outside distribution area.

3.5.2 Flora and Vegetation Survey

A flora and vegetation survey was conducted according to standards set out in the EPA's Technical Guidance – Flora and Vegetation Surveys for Environmental Impact Assessment (EPA 2016). The assessment of flora and vegetation within the site was undertaken by Coterra's Senior Botanist on 26 September 2018.

The site was traversed on foot to record changes in vegetation structure and type, and three 10m x 10m vegetation quadrats were surveyed to assess vegetation type of site.

A total of 61 native vascular plant taxa from 28 plant families were recorded from quadrats within the survey area. The majority of taxa were recorded within the Fabaceae, Myrtaceae and Proteaceae families (Appendix C) (Plates 1 and 2).

No Threatened flora species as listed under the EPBC Act were recorded within the survey area. No Threatened flora species pursuant to Biodiversity and Conservation Act 2016 (previously Schedule 1 of the Wildlife Conservation Act 1950) and as listed by DBCA. One priority species, *Dodonaea ?hackettiana* (P4) was recorded within the site.

A total of 27 introduced (exotic) taxa were recorded within the site (Appendix D). One species **Moraea flaccida* (One-leaf Cape Tulip) is a Declared Plant species in Western Australia pursuant to section 22 of the *Biosecurity and Agriculture Management Act 2007* (BAM Act) according to the Western Australian Department of Primary Industries and Regional Development (2019).

One vegetation unit was defined within the site and is described as:

- Low Open Woodland to Low Open Forest of *Banksia attenuata* and/or *Banksia menziesii* often with *Nuytsia floribunda*, over Open Shrubland to Shrubland of *Hibbertia hypericoides* and *Allocasuarina humilis*, often with *Stirlingia latifolia* and *Melaleuca seriata*, over Sedgeland of *Lyginia imberbis*, *Desmocladus flexuosus*, and *Laxmannia squarrosa*, sometimes with Open Grassland of introduced grasses, in grey sands.

The site comprises both disturbed and undisturbed vegetation. Weed invasion is the principle evidence of disturbance with heavier infestations present along remnant vegetation and road/firebreak interface due to edge effects within an urban context. As such, vegetation condition within the survey area ranged from 'Good' to 'Very Good' to 'Degraded' (Keighery 1994; Figure 4; Table 2).

Table 2: Vegetation condition scale (Keighery, 1994)

Condition rating	Description
Pristine (1)	Pristine or nearly so, no obvious sign of disturbance.
Excellent (2)	Vegetation structure intact, disturbance affecting individual species and weeds are non-aggressive species.
Very Good (3)	Vegetation structure altered obvious signs of disturbance. For example, disturbance to vegetation structure caused by repeated fires, the presence of some more aggressive weeds, dieback, logging and grazing.
Good (4)	Vegetation structure significantly altered by obvious signs of multiple disturbances. Retains basic vegetation structure or ability to regenerate it. For example, disturbance to vegetation structure caused by very frequent fires, the presence of some very aggressive weeds at high density, partial clearing, dieback, grazing.
Degraded (5)	Basic vegetation structure severely impacted by disturbance. Scope for regeneration but not to a state approaching good condition without intensive management. For example, disturbance to vegetation structure caused by very frequent fires, the presence of very aggressive weeds, partial clearing, dieback and grazing.
Completely Degraded (6)	The structure of the vegetation is no longer intact and the area is completely or almost completely without native species. These areas are often described as 'parkland cleared' with the flora comprising weed or crop species with isolated native trees or shrubs.

Approximately, 13% of the site has been recorded in 'Good' condition, 42.8% in 'Good' to 'Degraded' condition, and 19.3% in 'Degraded' condition (Figure 4, Table 3).

Table 3: Area (ha) covered by each vegetation condition category within the site

Vegetation Condition	Area (ha)	Percentage (%) of the site
Good to Very Good	0.08	7.92
Good	0.13	12.87
Good to Degraded	0.42	41.58
Degraded	0.19	18.81
Cleared	0.19	18.81
Grand Total	**1.01**	**100**



Plate 1: *Anigozanthos manglesii* (Mangles Kangaroo Paw)



Plate 2: *Banksia attenuata* (Candlestick Banksia)

3.5.3 Banksia Woodlands Swan Coastal Plan Threatened Ecological Community

WALGA (2018) indicates that Banksia Woodlands of the Swan Coastal Plain (SCP) Threatened Ecology Community (TEC) is likely to occur within the site. The Vegetation and flora survey observations and quadrat data collected indicates that the inferred Floristic Community Type (FCT) 23a occurs within the site. This FCT can be described as FCT 23a – Central *Banksia attenuata - Banksia menziesii* woodlands (Gibson et al., 1994) which is representative of the Banksia Woodlands SCP TEC. FCT 23a is not listed as threatened or priority in WA (TSSC, 2016).

Vegetation within the site was assessed against the key diagnostic criteria for the Banksia woodlands of the Swan Coastal Plain TEC (TSSC 2016). The vegetation type within the site was found to meet most of the diagnostic criteria provided in the approved conservation advice for the Banksia woodlands of the SCP TEC (refer to Appendix E). TSSC (2016) notes that for a remnant Banksia Woodlands area to be considered as part of the EPBC TEC a patch should meet at least the 'Good' condition category (2ha - e.g. 200m x 100m). As the remnant area only includes 0.21ha of vegetation in 'Good' or better condition, the patch would not qualify as Banksia Woodlands SCP TEC.

3.6 Dieback

A Dieback (*Phytophthora cinnamomi*) assessment has not been completed for the reserve, hence the status on site is currently unknown. A survey can be undertaken to determine whether dieback is present.

3.7 Fauna and Habitat

The DBCA NatureMap and DEE EPBC Act Protected Matters Report with 1km buffers was searched for threatened and priority flora and communities which may occur within the vicinity of the site (Table 4; Appendix B).

As per Section 3.4, there are no geomorphic wetlands or open water bodies within the site, and therefore due to lack of appropriate habitat migratory bird wetland species have not been considered.

Table 4: Likelihood of Threatened and Priority Fauna species occurring within the vicinity of the site

Species	Conservation status		Habitat	Likelihood of presence within the site
	WC Act	EPBC Act		
*Carnaby's Cockatoo (*Calyptorhynchus latirostris*)*	T	E	Typically occurs in woodlands and scrubs of semiarid interior of Western Australia, in non-breeding season wandering in flocks to coastal areas, especially pine plantations and Banksia woodlands. Food includes the flowers, nectar and seeds of Banksia, Dryandra, Hakea, Eucalyptus, Corymbia, Grevillea, also seeds of Pinus.	Possible/likely- however no foraging evidence by CBC was observed during the Coterra 2018 surveys.

Species	Conservation status		Habitat	Likelihood of presence within
Forest Red-tailed Black Cockatoo (Calyptorhynchus banksii subsp. naso)	T	V	It inhabits the dense Eucalyptus marginata (Jarrah), E. diversicolor (Karri) and Corymbia calophylla (Marri) forests receiving more than 600mm of annual average rainfall.	Possible/likely- however no foraging evidence by CBC was observed during the Coterra 2018 surveys.
Chuditch, Western Quoll (*Dasyurus geoffroii*)	T	V	Forest, mallee shrublands, woodland and desert. The most dense populations have been found in riparian jarrah forest.	Unlikely- outside of known distribution area and habitat not present on site.

In 2004, the Perth Biodiversity Project undertook an inventory of the bird species of selected reserves vested in local governments in the Perth Metropolitan Region, which included the site. Sixteen bird species were recorded in the survey period, refer to Appendix F. Carnaby's Black Cockatoo has been reported feeding on Candlestick Banksia (*Banksia attenuata*). New Holland and White-cheeked Honeyeater were also reported feeding on native vegetation in the site.

The site has been identified by WALGA (2018) as supporting habitat for the Quenda (*Isoodon obesulus*) and is within a possible Black cockatoo breeding area buffer and a confirmed roosting area buffer.

During the flora and vegetation survey (October 2018) the following fauna species were observed:

- New Holland Honeyeater;
- Red Wattle Bird;
- Brown Honeyeater;
- Singing Honeyeater;
- Hobby;
- Rainbow lorikeet;
- Black Cockatoos (flying over site);
- Bobtail lizard; and
- Skink.

Rabbit droppings were also observed within the site.

3.8 Ecological Linkage and Local Natural Area(s)

According to Del Marco *et al.* (2004) the importance of ecological linkage is to connect natural areas, preferably with continuous corridors of native vegetation, which assists in fauna movement between the areas to access resources and habitats. The protection, management and buffering of existing natural areas within an ecological linkage is a higher priority than revegetation of cleared portions within a link. While the site has not been identified within a Perth Regional Linkage, it

provides a local 'stepping stone' in association with Higgins Parks and Edward Millen Reserve (Figure 5). A green corridor linkage between Hillview Bushland and Edward Millen Reserve is being considered within the proposed master plan design for Edward Millen Reserve.

The site is not identified as a Bush Forever site however, it is mapped as a Local Natural Area (LNA). LNA(s) have been identified for priority of retention, protection and management. These areas are usually the responsibility of the Local Government Area (Del Marco *et al.* 2004).

Environmentally Sensitive Areas (ESAs) are areas that have been identified for protection due to their environmental significance as outlined in the Western Australian *Environmental Protection (Environmentally Sensitive Areas) Notice 2005* under Section 51B of the *Environmental Protection Act 1986*. ESAs include the following:

- World Heritage areas.
- Areas included on the National Estate Register.
- Defined wetlands and associated buffers.
- Vegetation within 50 m of a listed Threatened species.
- TECs.

The site is not currently identified as an ESA (WALGA, 2018).

3.9 Fire risk

Based on regional Bush Fire Prone Mapping (Department of Fire and Emergency Services, 2017) the site is mapped within the designated bushfire prone area. State Planning Policy (SPP) 3.7 stipulates that to reduce vulnerability to bushfire, the identification of bushfire risks should be considered in decision making at all stages of the planning and development process. While development is not proposed within the site, an assessment of potential risks to surrounding residents and properties based on the sites current (steady state fuel load) condition, and how this risk would change through implementing management recommendations, was completed (refer to Section 4.3.1).

3.10 Heritage

The Department of Planning Lands and Heritage (2018) Aboriginal Heritage Inquiry System was searched and there are currently no registered or other heritage Aboriginal Sites within or adjacent to the site.

In early 2000, a community art project (in conjunction with the Perth City Council, the National Trust and a local community group) collated Aboriginal stores of the area. The Aboriginal artist Toogarr designed a sculpture and paths relating to these stories (Griffins and Associates, 2005). The sculpture is depicted in Plate 3.



Plate 3: Designed sculpture located within the north west section of the site.

The State Heritage Office (2018) InHerit data base was searched and Hillview Terrace Bushland is registered under the following:

- ToVP Municipal Inventory (July 1998) Category A which is the highest level of protection. Recommended for entry into the State Register of Heritage Places which gives legal protection; development requires consultation with the Heritage Council of WA and the local government. Incentives to promote conservation should be considered.
- Register of the National Estate (Indicative Place).
- Classified by the National Trust (October 1995).

4.0 MANAGEMENT DIRECTION

4.1 Threatening Processes

The site is located within a developed urban area, whilst it is small (>1ha) in size and isolated, it does provide a 'stepping stone' and is part of the Urban Forest corridor as presented within the Urban Forest Strategy Working Group (2018) Town of Victoria Park Urban Forest Strategy. However, the site is given a low scoring in the Urban Forest mapping within the Strategy (0-5% cover) due to a lack of large mature canopy species greater than 5m, which cast a 7m^2 shade area or greater (Urban Forest Strategy Working Group, 2018).

The key threatening processes that were identified during the community consultation which may influence the condition and diversity of plant species and potential fauna habitat include:

- Potential developments surrounding the site – further infrastructure works (Main Roads WA) and the redevelopment of the neighbouring national trust site.
- Potential development of the site given the current MRS zoning (Urban).
- Lack of/ insufficient management on site.
- Human disrespect (ie rubbish dumping).
- Presence of weed species.
- Small size of the site - impact of edge effects on maintaining genetic diversity in the Banksia woodland (species present and condition) (refer to Section 3.5).

It is the Town's understanding that there is currently no further plans for resumption and encroachment into the Hillview Bushland site by Main Roads WA. The Town is cognisant of protecting the bushland from any adjoining development, and will assess and place conditions on any development approvals to ensure that the Hillview Bushland is protected from direct and indirect environmental impacts.

In addition, the Town proposes to investigate changing the Hillview Bushland zoning to be more commensurate with its proposed conservation use as outlined within this Plan.

Vision

Based on the existing biophysical environment and the outcomes of the community consultation, there was a strong consensus that conservation (biodiversity value), aesthetic and passive activities (i.e. bird watching) should be given priority in the development of the management plan. The following vision goals have been developed for the site:

- Conservation

  Protect and enhance the sites natural values including biodiversity through the implementation of appropriate management measures such as weed control, revegetation and monitoring programs.

- Education

  Facilitate informed appreciation of the sites biophysical environs amongst the community through the provision of appropriate facilities (i.e. education signage and formalised pedestrian access).

- Social

  Promote community ownership of the site through liaison and coordinated management, and creation of a 'sense of place' for the local community.

4.2 Ecological Restoration

As identified in the community workshop, increasing the biodiversity within the site is part of the site's conservation goal (refer to Section 0). The regeneration and restoration of a remnant bushland is typically a long-term process and can involve more than weed control and tree planting. By exploring options for the natural regeneration potential of the native vegetation, weed species can be controlled in such a way that they are replaced by native species rather than by other weeds.

To assist in the site natural regeneration, there is a possible option of a controlled burn to eliminate aggressive weeds and to stimulate native seeds within the top layer of the soil profile. While uncontrolled fire(s) was addressed as a threatened process for the reserve, a controlled burn may potentially be used as a restoration tool. Bush Heritage Australia (2019) notes that "when burning is skilfully carried out in the correct season it can reinvigorate ageing vegetation communities, encourage flowering and seeding, and provide a flush of new green shoots". The Department of Primary Industries and Regional Development (2019a) discussed that light fires can:

- Assist the seed release from damaged plants;
- Provide smoke to increase the potential germination viability of many native species; and
- Provides an ash bed with suitable for germination.

A study by Burrows (2008:2396) presented that a fire regime of bushland areas can promote biodiversity by influencing species assemblages, composition, vegetation structure and habitat characteristics and processes such as nutrient cycling.

Before determining if this is a viable option for the site, further discussion with several Government agencies is needed. Consultation with DFES is required regarding controlled burns in an urban area, as well as Western Power regarding the high voltage powerline easement. Consultation with DWER is also required regarding the potential need for a Native Vegetation Clearing Permit. These consultations will establish the necessary approvals and permits required to undertake a controlled burn.

In February 2016, a bushfire occurred within the Kensington Bushland Reserve, burning approximately 70% of the native vegetation. Since the fire, there has been a monitoring program for the reserve, which has indicated a significant increase of plant species regenerating (biodiversity) and density coverage within this section of the reserve (refer to Plates 4 and 5). Based on the regeneration outcomes at

Kensington Bushland Reserve, the Town is supportive of investigating the option of a controlled burn with a rehabilitation consultant/specialist for the site.



Plate 4: Area of Kensington Bushland affected by fire (23/02/2016) Source: TVP-Backheuer



Plate 5: Area of Kensington Bushland affect by fire (17/02/2019) Source: TVP-Backheuer

4.3 Concept Plan

A Concept Plan has been developed for the site to provide direction for the management of the site to achieve these visions (refer to Section 4.1). The Concept Plan for the site is shown on Figure 6.

4.3.1 Bushfire Risk Considerations

Bushfire Safety Consultants (2019) have provided the following bushfire management strategies in relation to the spatial representation of the site (Appendix G), which are presented within Section 5.3.

4.3.2 Controlled Access, Fencing and Signage

Along the site boundary along Berwick Street and Hillview Terrace a 'conservation' style fencing is proposed within the Concept Plan, refer to Plate 6.



Plate 6: Example of 'conservation' style fencing

A limestone pathway has been proposed which traverses the site (within the 'Good' to 'Degraded' area-refer to Figure 4) leading to a meeting point area with a park bench (or equivalent). Access within the bushland core is not planned or recommended to minimise clearing of the better-quality vegetation and to minimise edge effects that could result, such as further weed invasion. A limestone access path has also been proposed to provide access to the Aboriginal sculpture display (Figure 6).

Interpretative education signs are recommended at strategic access point locations, with the proposed locations depicted within Figure 6. Based on the outcomes of community liaison it is recommended that the interpretative signs:

- Identify importance of the site;
- Explain the biodiversity value;
- Detail how the community can help manage the site; and
- Contain obligations of dog owners entering the site under the ToVP (2019) *Dog Local Law 2018*.



Plate 7: Example of Environmental Education Signage (source: Interpretive Design 2018)

4.3.3 Weed Control

As presented in Section 3.5.2, a total of 27 introduced (exotic) taxa were recorded within the site (Appendix C), one of which is a declared weed species-**Moraea flaccida* (One-leaf Cape Tulip). Weed control is recommended for the whole site in accordance with Table 6 and Appendix H. Weed control preference is manual however, is subject to recommended eradication methods as per Appendix H and ToVP resourcing/labour.

4.3.4 Areas Proposed for Revegetation

4.3.4.1 General

Remnant vegetation within the site covers approximately 0.82ha of which 0.19ha is 'Degraded' (refer to Figure 4 and Table 3). The core of the site has been recorded in 'Good' to 'Good to Very good' condition 0.21ha. Revegetation within 'Degraded' and cleared areas within 'Good to Degraded' areas are recommended (refer to Concept Plan).

It is recommended that dead wood remain on site unless removal is required for public safety, as this material may contribute habitat for native fauna. If visible dead wood is deemed by the Town to create an amenity or anti-social issue, it can be relocated to the more central areas of the site.

4.3.4.2 Bushfire requirements

If revegetation is to take place between the northern firebreak and the adjacent residential housing, it should be compliant with Asset Protection Zones (APZ) standards.

4.3.5 Recommended Species List

The native plant species recorded within the site are identify in Appendix C, and these species are recommended to be used in the Priority Revegetation Areas proposed within the Concept Plan (Figure 6). Further to this list APACE have identified species which typically occur within the Bassendean Complex-Central and South vegetation complex (APACE, 2009) which are also recommended, these species are presented within Appendix I.

4.3.6 Planting Requirements

Planting will take place following weed control within the Priority Revegetation Areas as described in Section 4.3.3 and shown in the Revegetation Schedule (Table 6). To facilitate tubestock planting establishment, planting will take place in late autumn/early winter and supplementary infill planting (if required) will occur at the same time the following year, refer to Table 6.

No irrigation is proposed within the bushland.

The following is to be included in the planting process:

- Assorted tube stock (pre-watered) supplied and installed.
- Slow release native fertiliser tablets.
- Tree guards supplied and assembled (each with 3 bamboo stakes 10-12mm thick by 750mm long) (as required).
- Hydro beads, Terracottem, Dry Water or equivalent water retention aids/soil conditioners installed to manufacturers recommendations (if required).

- Planting of a combination of species (list presented in Appendix C and I) of tubestock size will be undertaken. Where possible tubestock will be locally sourced from nurseries.

4.3.7 Performance Targets

In regards to planting densities and weed coverage the following has been proposed as a guide for the site:

- Trees installed at a rate of 0.5 per m^2 and have a diversity of at least 3 species per $10m^2$.
- Weed coverage less than 30%.

4.3.8 Monitoring, Assessment and Reporting

Assessments into rehabilitation success will be undertaken in spring during the monitoring period following completion of planting within the revegetation areas (refer to Figure 6 and Table 6). The following indicators will be assessed:

- Range of species present in revegetation area and health of planted vegetation.
- Presence of weeds in the revegetation area (including an estimated density / percentage cover).
- Estimated mortality and survival rates for planted vegetation.
- Photo-point monitoring will be undertaken from designated locations to build up a photographic record of rehabilitation progress for the site.
- A 10m x 10m quadrat within the buffer area will be established using wooden stakes. Species diversity, plant density and weed cover will be assessed and recorded. Quadrat location will also be recorded by GPS in the event stakes are removed.

This assessment will determine whether any infill planting is required to achieve the Key Performance Indicators. A coordinated management approach for the site in partnership with the ToVP and a community ('friends') group is recommended for the future management of the site.

4.3.9 Contingency

Assessment of rehabilitation during the monitoring period may trigger additional management measures to aid vegetation establishment i.e. weed control, infill planting. Contingency actions, outlined in Table 5, will be implemented if monitoring and reporting indicates that rehabilitation sites are not achieving completion criteria up until the final year of monitoring (4nd year).

Table 5: Contingency Actions

Trigger	Action
>30% cover of exotic/ weed species growing in rehabilitation areas	1. Review Table 6 Rehabilitation Schedule- frequency of removing/ spraying weeds. 2. Identify any additional specific actions which may assist with weed removal/ prevention.

Trigger	Action
Plant density less than completion criteria	1. Identify cause. 2. Implement approach to remedy cause, which could include: • Watering. • application of fertilisers or wetting agents etc. • replanting. • replacement of tree guards. • pest control. • installation of signage.

Table 6: Indicative Rehabilitation Schedule

Action	2019/20 (Year 0)	2020 (Year 1)				2021 (Year 2)				2022 (Year 3)				2023 (Year 4)				2024 (Year 5)			
	Summer	Autumn	Winter	Spring	Summer	Autumn	Winter	Spring	Summer	Autumn	Winter	Spring	Summer	Autumn	Winter	Spring	Summer	Autumn	Winter	Spring	Summer
Order/Source tubestock/ seedlings																					
Initial weed control																					
Mulching or brushing																					
Planting of tubestock and fence installation																					
Formal quadrat monitoring																					
Maintenance weed control (as required in accordance with Appendix H) and fencing maintenance																					
Maintenance watering and/or mulching/brushing (as required)																					
Maintenance planting																					
Reporting																					

5.0 IMPLEMENTATION

5.1 Partnerships

There is significant benefit of developing partnerships between Local Government and local community stakeholder groups, such as the 'Friends of Kensington Bushland', particularly in relations to the ongoing success and implementation of a bushland management plan.

There was a strong interest in the community over the 'structured' planning and management of the site, which under council leadership could create the opportunity for the establishment of a 'friends group' or the extension of the 'Friends of Kensington Bushland' to incorporate the site within their directorate.

The Town's community consultation platform 'Your Thoughts' can be used as a platform to share future updates and opportunities relating to the Hillview Bushland. In addition initiatives and opportunities for the community to be involved can also be shared through the Town's social media, website and newsletter.

5.2 Term of Management Plan

It is recommended that this management plan be reviewed by the ToVP every five years.

5.3 Prioritisation and Management Protocols (Implementation Table)

Roles and responsibilities for implementation of the management actions are summarised on Table 7. The management plan aims to provide actions and strategies which can be met within budgetary, time and volunteer labour constraints. As such, priority ratings have been recommended to actions/strategies depending on the urgency of implementation. The priority ratings given from the management plans finalisation are:

- High: within 1 year.
- Medium: 1 to 2 years.
- Low: between 3 to 5 years.
- Ongoing: over 5 years.

Table 7: Implementation of Management Actions

No.	Management Action/Strategy	Priority	Responsibility	Approximate Budget Required (ex GST)
Ecological Restoration				
E1	Investigate whether the restoration tool (controlled burn) is a viable option for the reserve. If so, develop a restoration plan which identifies the restoration goal and predicted outcomes of the tool and detailed procedures for undertaking proposed works. Monitoring and assessment should reflect Sections 4.4.7 and 4.4.8	High	Rehabilitation consultant/ ToVP	$3,800
E2	Undertake weed control in accordance with Table 5 and Appendix H	Ongoing	Licenced contractor/ Friends group	$5,900
E3	Complete a Dieback Survey to identify whether present on site	High	Accredited Dieback interpreter/contractor	$3,000
E4	The following is to be included in the planting process: • Assorted tube stock (pre-watered) supplied and installed • Slow release native fertiliser tablets • Tree guards supplied and assembled (each with 3 bamboo stakes 10-12mm thick by 750mm long) (as required). • Hydro beads, Terracottem, Dry Water or equivalent water retention aids/soil conditioners installed to manufacturers recommendations (if required) • Planting of a combination of species (list presented in Appendix C and I) of tubestock size will be undertaken. Where possible tubestock will be locally sourced from accredited nurseries.	Ongoing	Rehabilitation consultant/ ToVP/ Friends group	$7,500
E5	Undertake annual quadrat monitoring (Table 5) against identified KPI. Assessment outcomes to be provided to the ToVP Environmental Officer for reference.	Ongoing	Rehabilitation consultant/ ToVP/ Friends group	$2,800
E6	Note relevant vegetation requirements within high voltage Western Power easements. Refer to Department of Mines, Industry Regulation and Safety (2012) Guidelines for the management of Vegetation near powerlines.	Ongoing	ToVP	No cost
E7	Implement Rehabilitation Schedule (Table 6)	Ongoing	ToVP/Friends Group	ToVP in house and volunteer resourcing
E8	Allowance for infill planting in year 2			$2,350
Bushfire Management				
B1	Remove the "Bushfire Prone" Declaration from the site and surrounding 100 metre area. Refer to Appendix G.	High	ToVP in consultation with DFES	No cost
B2	Any re-vegetation with the Asset Protection Zone on the north-east boundary is compliant with Schedule 1: Standards for Asset Protection Zones in the Guidelines for Planning in Bushfire Prone Areas.	Ongoing	ToVP	No cost
B3	Maintain perimeter vehicular access is provided on public roads, a 5.5 sealed wide Fire Service Access Route on the north east perimeter and a trafficable firebreak on the north west perimeter	Ongoing	ToVP	Existing maintenance budget covers this item
B4	Fire break gate access keys available to the ToVP and DFES	Ongoing	ToVP/DFES	$60
B5	Fire hydrants are spaced according to DFES and Water Corporation Standards in the surrounding public	Ongoing	ToVP/DFES	DFES to provide

	road reserves.			
Controlled Access, Fencing and Signage				
C1	Installation of conservation style fencing along site boundary- Berwick Street and Hillview terrace (Figure 6)	High	ToVP	$11,650
C2	Installation of limestone paths (Figure 6)	High	ToVP	$22,510
C3	Maintenance of limestone paths (Figure 6)	Ongoing	ToVP	$300/year
C4	Installation of environmental education signs (1 to 2)	Medium	ToVP/Friends Group	$3,750 per sign
C5	Assess (public safety, crime prevention risk) whether a park bench or similar can be installed within the site and whether there is a requirement for a litter bin.	Medium	ToVP	$3,000 per seat $2,000 per bin
C6	Approach community group/artist for potential artwork (painting) along the limestone retaining wall along Berwick Street and Hillview Terrace, and whether feasible option for the wall.	Low	ToVP/Friends Group	Allow $2,000
C7	Remove dumped rubbish from the reserve and dispose of through the appropriate waste system.	High (then ongoing as required)	ToVP/Friends Group	Allow $500
Other				
O1	Investigate whether the current 'Urban' Zoning under the MRS is appropriate for the site's future use and long-term vision.	Low	ToVP	Existing ToVP resources
O2	Provide support to establish and maintain a community ('Friends') group for the site.	High-Ongoing	ToVP	Existing ToVP resources
O3	Once community group is established, use the ToVP website site (Public notices or Your Thoughts portal) and Community Forum Victoria Park Inc. to advertise community participation and annual tours of the site.	Ongoing	ToVP/ Friends Group	Existing ToVP resources
O4	Ensure adequate funding is provided to council to conduct a staged implementation of the Concept Plan	Ongoing	ToVP	Existing ToVP resources
O5	Encourage community ('Friends') group to apply for community grants/programs. Such as: • Lottery west: Protecting Sustainable Ecosystems. Supporting community to sustain and enhance our unique species and environments • State Natural Resource management (NRM) Program Grants (Community Stewardship Grants)	Ongoing	ToVP/Friends Group	Existing ToVP resources and volunnteer resourcing

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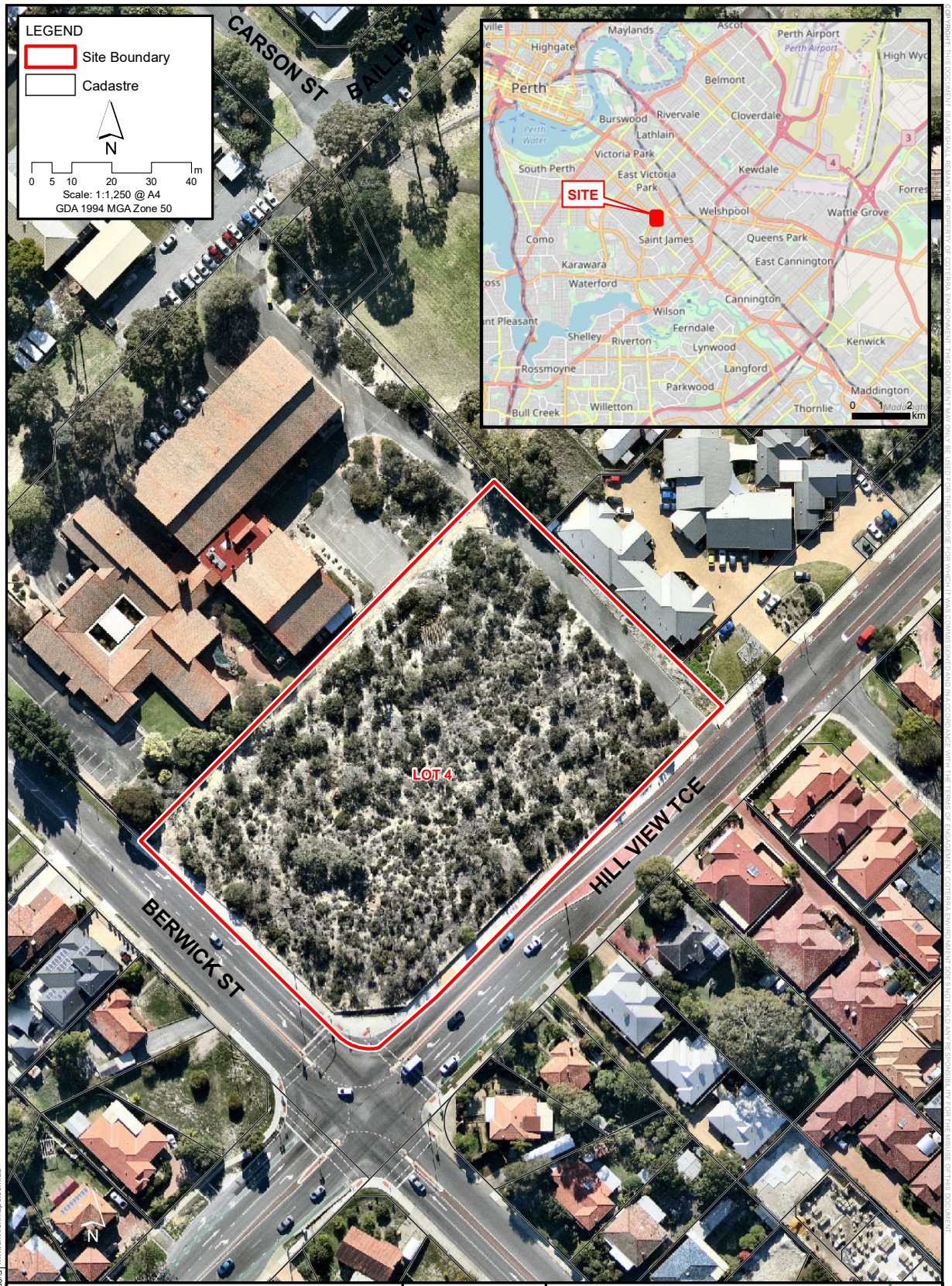
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FIGURES



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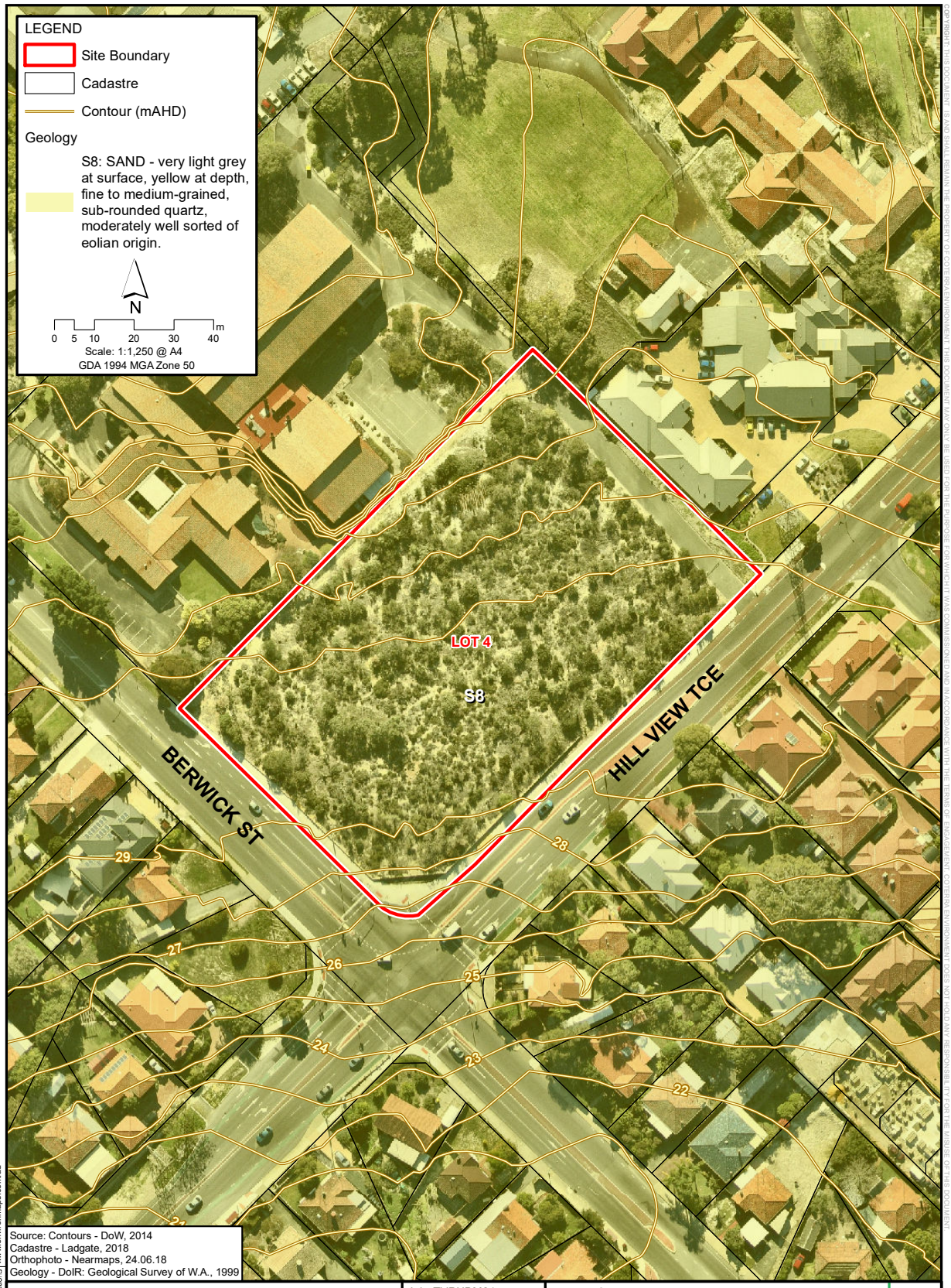
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Town of Victoria Park
HILLVIEW BUSHLAND MANAGEMENT PLAN
LOT 4 BERWICK STREET EAST VICTORIA PARK

SITE LOCATION

Figure 1

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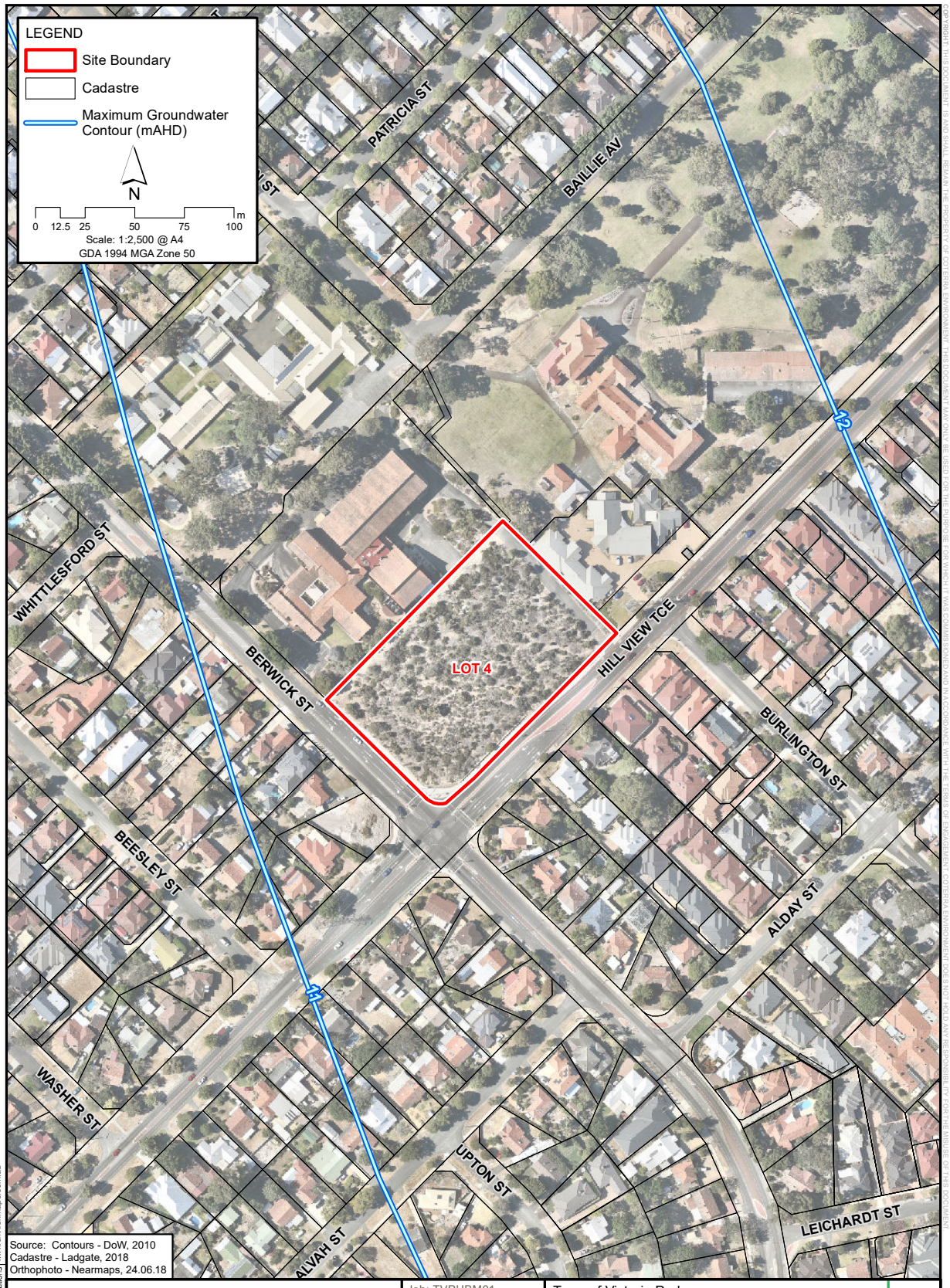
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TOPOGRAPHY AND GEOLOGY

Figure 2

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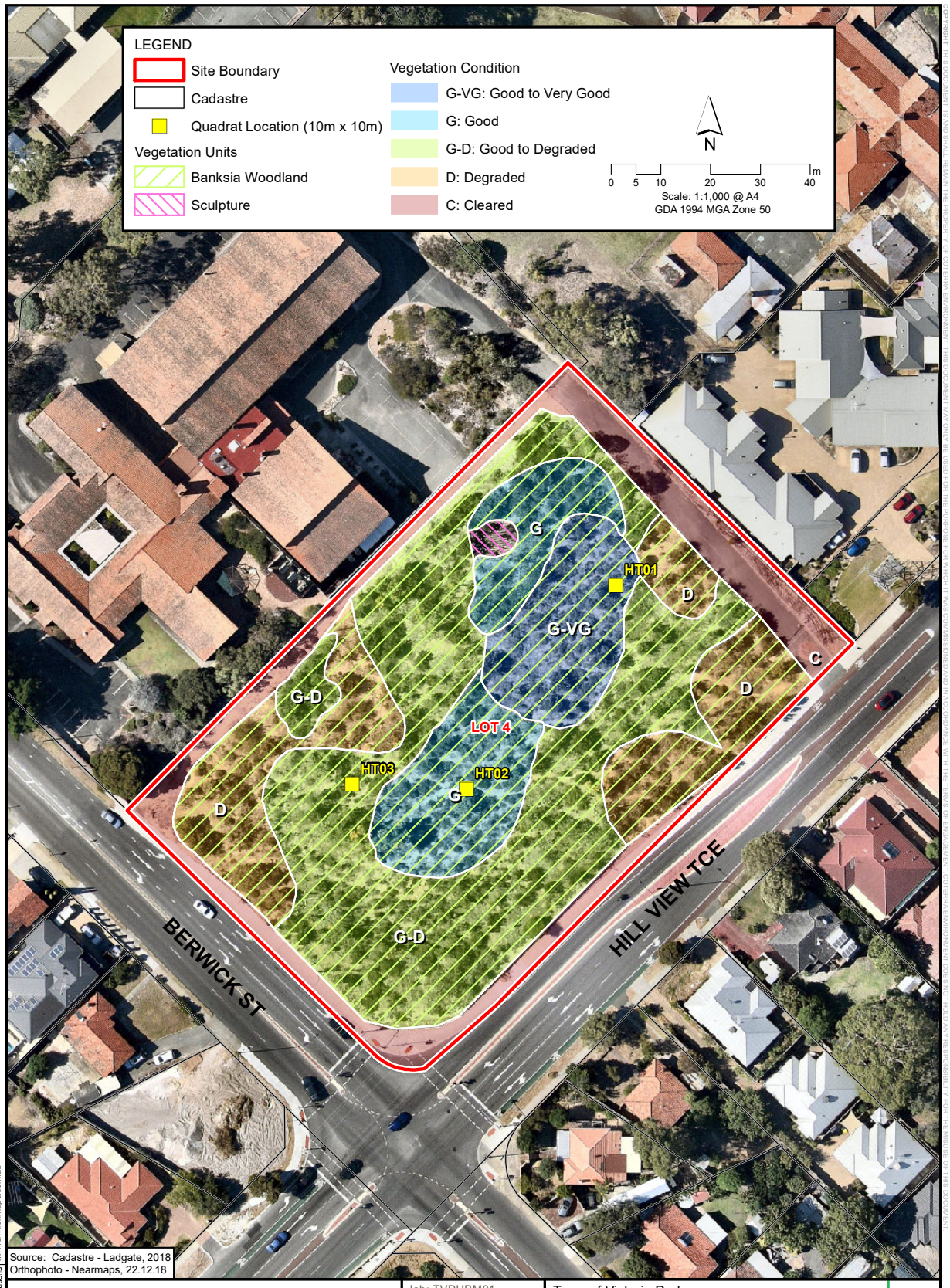
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REGIONAL GROUNDWATER LEVELS

Figure 3



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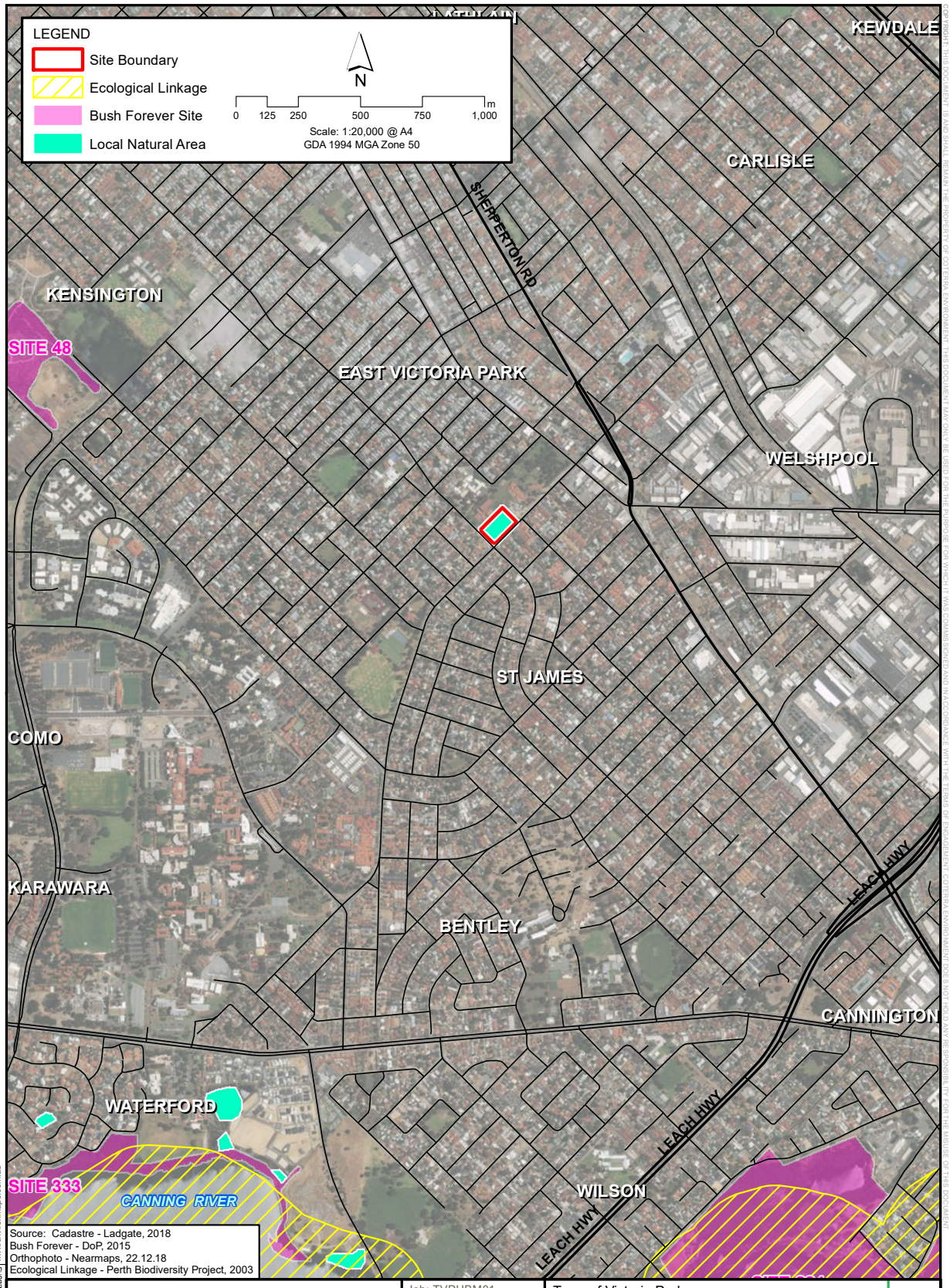
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VEGETATION UNIT AND CONDITION MAPPING

Figure 4

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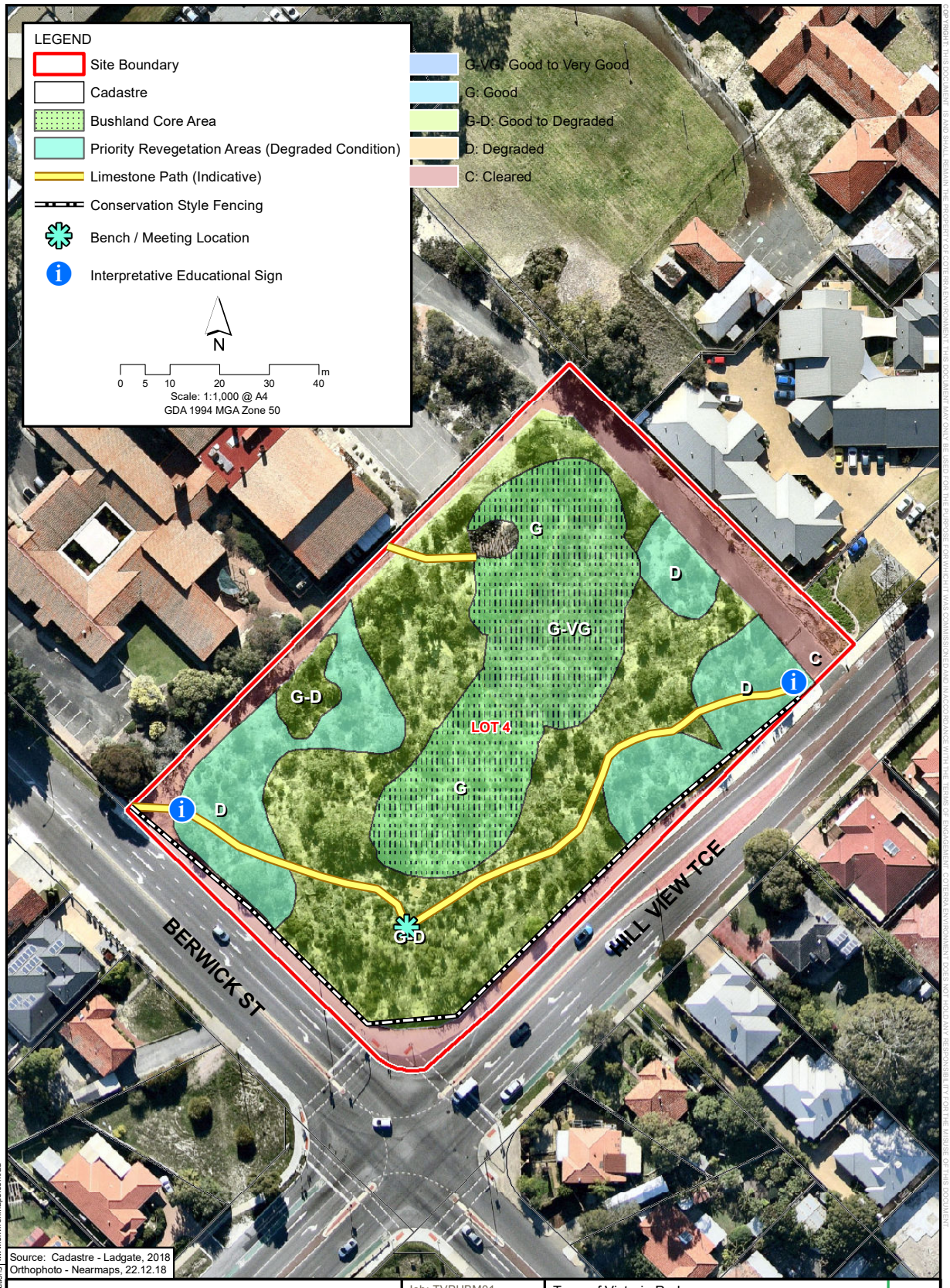
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ECOLOGICAL LINKAGE AND LOCAL NATURAL AREAS

Figure 5

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Orthophoto - Nearmaps, 22.12.18

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CONCEPT PLAN

Figure 6

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APPENDIX A – COMMUNITY CONSULTATION WORKSHOP OUTCOMES

Groups Exercises-Now

The exercises/questions below were discussed within the first phase of the workshop which aimed at identified the matters currently influencing the Bushland area. The top answers are presented below

1. What words would you use to describe the bushland in its current state?

    - Small, fragmentated, isolated.
    - Neglected
    - Degraded
    - Vulnerable
    - Inaccessible/not inviting

2. What are the benefits of having the bushland reserve in your local community?

    - Connection to nature
    - Wildlife corridor
    - Sense of place
    - Local habitat
    - Education focus

3. How many times per month do you think local residents interact with the Bushland?

    - Unknown/never
    - Minimal/infrequent.
    - Daily** (one participant visited the reserve daily)

4. What do you consider to be the main threats to the reserve?

    - Potential development- infrastructure (Main road) and national trust site.
    - Current MRS zoning (Urban)
    - Lack of/ insufficient management on site
    - Human disrespect/rubbish dumping and weeds
    - Banksia woodland and maintaining genetic diversity

Groups Exercises-Future

The exercises/questions below were discussed within the second phase of the workshop which aimed at discussing the 5 year vision for the Bushland area. The top answers are presented below.

1. What two new features would you like to see in the Bushland?

   - Education signage around existing paths
   - A meeting point/place (of which is appropriate design)
   - Revegetation in degraded/ outer perimeter areas of the bushland
   - Increase biodiversity and larger trees
   - Different retaining wall along the intersection of Berwick Street and Hillview terrace- Limestone retaining wall- looks out of place.

2. What words would you like to use to describe Hillview Bushland?

   - Thriving environmental
   - Heathy woodland
   - Connected, loved and appreciated
   - Well maintained and managed

3. What main activities would you like people to do in the reserve in the future?

   - Community involvement
     - Weeding
     - Annual tours (similar to Kensington Bushland)
   - School education and activities
   - Relaxation/passive interaction with bushland
   - Sustainable planting to increase fauna habitat and attraction
   - Fauna observation.

Groups Exercises-Priority Action Items

This exercise involved the discussion of how do we achieve the 5-year vision for the bushland (based on no money or timeframe limitations). The key priority actions included the following:

- Establishment of a 'friends group'/community group (which includes support from the Town of Victoria Park)
- Annual education tours
- Linking street trees to reserve under the Urban Forrest Strategy
- Concept Plan which discusses:
  - Fencing
  - Planting
  - Protection zones
  - Staged restoration
  - Implementation
- Amending the current MRS zoning of the reserve.
- Adopt a tree program
- Acquire land adjacent to the reserve.

APPENDIX B – DBCA AND DEE FLORA AND FAUNA DATABASE RESULTS

Australian Government
Department of the Environment and Energy

EPBC Act Protected Matters Report

This report provides general guidance on matters of national environmental significance and other matters protected by the EPBC Act in the area you have selected.

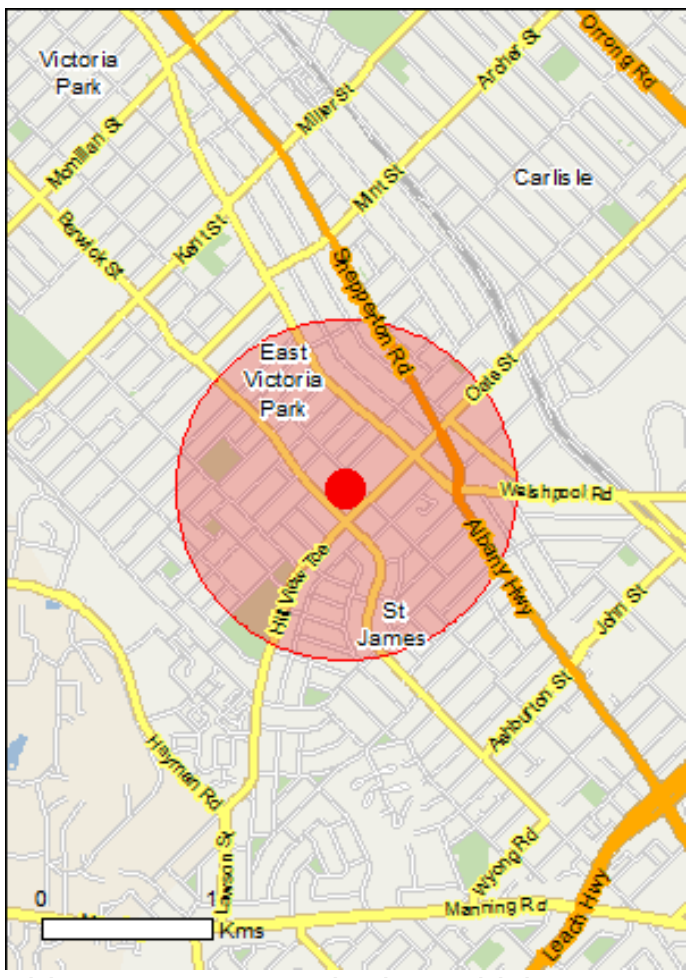
Information on the coverage of this report and qualifications on data supporting this report are contained in the caveat at the end of the report.

Information is available about Environment Assessments and the EPBC Act including significance guidelines, forms and application process details.

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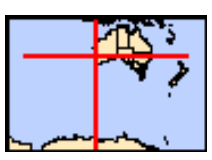
Summary
Details
- Matters of NES
- Other Matters Protected by the EPBC Act
- Extra Information

Caveat
Acknowledgements



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Coordinates
Buffer: 1.0Km



Summary

Matters of National Environmental Significance

This part of the report summarises the matters of national environmental significance that may occur in, or may relate to, the area you nominated. Further information is available in the detail part of the report, which can be accessed by scrolling or following the links below. If you are proposing to undertake an activity that may have a significant impact on one or more matters of national environmental significance then you should consider the Administrative Guidelines on Significance.

World Heritage Properties:	None
National Heritage Places:	None
Wetlands of International Importance:	None
Great Barrier Reef Marine Park:	None
Commonwealth Marine Area:	None
Listed Threatened Ecological Communities:	1
Listed Threatened Species:	20
Listed Migratory Species:	9

Other Matters Protected by the EPBC Act

This part of the report summarises other matters protected under the Act that may relate to the area you nominated. Approval may be required for a proposed activity that significantly affects the environment on Commonwealth land, when the action is outside the Commonwealth land, or the environment anywhere when the action is taken on Commonwealth land. Approval may also be required for the Commonwealth or Commonwealth agencies proposing to take an action that is likely to have a significant impact on the environment anywhere.

The EPBC Act protects the environment on Commonwealth land, the environment from the actions taken on Commonwealth land, and the environment from actions taken by Commonwealth agencies. As heritage values of a place are part of the 'environment', these aspects of the EPBC Act protect the Commonwealth Heritage values of a Commonwealth Heritage place. Information on the new heritage laws can be found at http://www.environment.gov.au/heritage

A permit may be required for activities in or on a Commonwealth area that may affect a member of a listed threatened species or ecological community, a member of a listed migratory species, whales and other cetaceans, or a member of a listed marine species.

Commonwealth Land:	1
Commonwealth Heritage Places:	None
Listed Marine Species:	14
Whales and Other Cetaceans:	None
Critical Habitats:	None
Commonwealth Reserves Terrestrial:	None
Australian Marine Parks:	None

Extra Information

This part of the report provides information that may also be relevant to the area you have nominated.

State and Territory Reserves:	None
Regional Forest Agreements:	None
Invasive Species:	38
Nationally Important Wetlands:	None
Key Ecological Features (Marine)	None

Details

Matters of National Environmental Significance

Listed Threatened Ecological Communities		[Resource Information]
For threatened ecological communities where the distribution is well known, maps are derived from recovery plans, State vegetation maps, remote sensing imagery and other sources. Where threatened ecological community distributions are less well known, existing vegetation maps and point location data are used to produce indicative distribution maps.		
Name	Status	Type of Presence
Banksia Woodlands of the Swan Coastal Plain ecological community	Endangered	Community likely to occur within area

Listed Threatened Species		[Resource Information]
Name	Status	Type of Presence
Birds		
Botaurus poiciloptilus Australasian Bittern [1001]	Endangered	Species or species habitat known to occur within area
Calidris ferruginea Curlew Sandpiper [856]	Critically Endangered	Species or species habitat may occur within area
Calyptorhynchus banksii naso Forest Red-tailed Black-Cockatoo, Karrak [67034]	Vulnerable	Species or species habitat known to occur within area
Calyptorhynchus latirostris Carnaby's Cockatoo, Short-billed Black-Cockatoo [59523]	Endangered	Species or species habitat known to occur within area
Leipoa ocellata Malleefowl [934]	Vulnerable	Species or species habitat may occur within area
Numenius madagascariensis Eastern Curlew, Far Eastern Curlew [847]	Critically Endangered	Species or species habitat may occur within area
Rostratula australis Australian Painted-snipe, Australian Painted Snipe [77037]	Endangered	Species or species habitat may occur within area
Mammals		
Dasyurus geoffroii Chuditch, Western Quoll [330]	Vulnerable	Species or species habitat may occur within area
Pseudocheirus occidentalis Western Ringtail Possum, Ngwayir, Womp, Woder, Ngoor, Ngoolangit [25911]	Critically Endangered	Species or species habitat may occur within area
Plants		
Andersonia gracilis Slender Andersonia [14470]	Endangered	Species or species habitat may occur within area

Name	Status	Type of Presence
Diuris micrantha Dwarf Bee-orchid [55082]	Vulnerable	Species or species habitat may occur within area
Diuris purdiei Purdie's Donkey-orchid [12950]	Endangered	Species or species habitat likely to occur within area
Drakaea elastica Glossy-leafed Hammer Orchid, Glossy-leaved Hammer Orchid, Warty Hammer Orchid [16753]	Endangered	Species or species habitat likely to occur within area
Drakaea micrantha Dwarf Hammer-orchid [56755]	Vulnerable	Species or species habitat likely to occur within area
Eremophila glabra subsp. chlorella [84927]	Endangered	Species or species habitat likely to occur within area
Grevillea curviloba subsp. incurva Narrow curved-leaf Grevillea [64909]	Endangered	Species or species habitat may occur within area
Lepidosperma rostratum Beaked Lepidosperma [14152]	Endangered	Species or species habitat likely to occur within area
Macarthuria keigheryi Keighery's Macarthuria [64930]	Endangered	Species or species habitat likely to occur within area
Synaphea sp. Fairbridge Farm (D. Papenfus 696) Selena's Synaphea [82881]	Critically Endangered	Species or species habitat likely to occur within area
Thelymitra dedmaniarum Cinnamon Sun Orchid [65105]	Endangered	Species or species habitat may occur within area

Listed Migratory Species [Resource Information]

* Species is listed under a different scientific name on the EPBC Act - Threatened Species list.

Name	Threatened	Type of Presence
Migratory Marine Birds		
Apus pacificus Fork-tailed Swift [678]		Species or species habitat likely to occur within area
Migratory Terrestrial Species		
Motacilla cinerea Grey Wagtail [642]		Species or species habitat may occur within area
Migratory Wetlands Species		
Actitis hypoleucos Common Sandpiper [59309]		Species or species habitat may occur within area
Calidris acuminata Sharp-tailed Sandpiper [874]		Species or species habitat may occur within area
Calidris ferruginea Curlew Sandpiper [856]	Critically Endangered	Species or species habitat may occur within area
Calidris melanotos Pectoral Sandpiper [858]		Species or species habitat may occur within area

Name	Threatened	Type of Presence
Numenius madagascariensis Eastern Curlew, Far Eastern Curlew [847]	Critically Endangered	Species or species habitat may occur within area
Pandion haliaetus Osprey [952]		Species or species habitat may occur within area
Tringa nebularia Common Greenshank, Greenshank [832]		Species or species habitat likely to occur within area

Other Matters Protected by the EPBC Act

Commonwealth Land [Resource Information]

The Commonwealth area listed below may indicate the presence of Commonwealth land in this vicinity. Due to the unreliability of the data source, all proposals should be checked as to whether it impacts on a Commonwealth area, before making a definitive decision. Contact the State or Territory government land department for further information.

Name
Commonwealth Land -

Listed Marine Species [Resource Information]

* Species is listed under a different scientific name on the EPBC Act - Threatened Species list.

Name	Threatened	Type of Presence
Birds		
Actitis hypoleucos Common Sandpiper [59309]		Species or species habitat may occur within area
Apus pacificus Fork-tailed Swift [678]		Species or species habitat likely to occur within area
Ardea alba Great Egret, White Egret [59541]		Breeding known to occur within area
Ardea ibis Cattle Egret [59542]		Species or species habitat may occur within area
Calidris acuminata Sharp-tailed Sandpiper [874]		Species or species habitat may occur within area
Calidris ferruginea Curlew Sandpiper [856]	Critically Endangered	Species or species habitat may occur within area
Calidris melanotos Pectoral Sandpiper [858]		Species or species habitat may occur within area
Haliaeetus leucogaster White-bellied Sea-Eagle [943]		Species or species habitat likely to occur within area
Merops ornatus Rainbow Bee-eater [670]		Species or species habitat may occur within area

Name	Threatened	Type of Presence
Motacilla cinerea Grey Wagtail [642]		Species or species habitat may occur within area
Numenius madagascariensis Eastern Curlew, Far Eastern Curlew [847]	Critically Endangered	Species or species habitat may occur within area
Pandion haliaetus Osprey [952]		Species or species habitat may occur within area
Rostratula benghalensis (sensu lato) Painted Snipe [889]	Endangered*	Species or species habitat may occur within area
Tringa nebularia Common Greenshank, Greenshank [832]		Species or species habitat likely to occur within area

Extra Information

Invasive Species [Resource Information]

Weeds reported here are the 20 species of national significance (WoNS), along with other introduced plants that are considered by the States and Territories to pose a particularly significant threat to biodiversity. The following feral animals are reported: Goat, Red Fox, Cat, Rabbit, Pig, Water Buffalo and Cane Toad. Maps from Landscape Health Project, National Land and Water Resouces Audit, 2001.

Name	Status	Type of Presence
Birds		
Acridotheres tristis Common Myna, Indian Myna [387]		Species or species habitat likely to occur within area
Anas platyrhynchos Mallard [974]		Species or species habitat likely to occur within area
Carduelis carduelis European Goldfinch [403]		Species or species habitat likely to occur within area
Columba livia Rock Pigeon, Rock Dove, Domestic Pigeon [803]		Species or species habitat likely to occur within area
Passer domesticus House Sparrow [405]		Species or species habitat likely to occur within area
Passer montanus Eurasian Tree Sparrow [406]		Species or species habitat likely to occur within area
Streptopelia chinensis Spotted Turtle-Dove [780]		Species or species habitat likely to occur within area

Name	Status	Type of Presence
Streptopelia senegalensis Laughing Turtle-dove, Laughing Dove [781]		Species or species habitat likely to occur within area
Sturnus vulgaris Common Starling [389]		Species or species habitat likely to occur within area
Turdus merula Common Blackbird, Eurasian Blackbird [596]		Species or species habitat likely to occur within area
Mammals		
Bos taurus Domestic Cattle [16]		Species or species habitat likely to occur within area
Canis lupus familiaris Domestic Dog [82654]		Species or species habitat likely to occur within area
Felis catus Cat, House Cat, Domestic Cat [19]		Species or species habitat likely to occur within area
Funambulus pennantii Northern Palm Squirrel, Five-striped Palm Squirrel [129]		Species or species habitat likely to occur within area
Mus musculus House Mouse [120]		Species or species habitat likely to occur within area
Oryctolagus cuniculus Rabbit, European Rabbit [128]		Species or species habitat likely to occur within area
Rattus norvegicus Brown Rat, Norway Rat [83]		Species or species habitat likely to occur within area
Rattus rattus Black Rat, Ship Rat [84]		Species or species habitat likely to occur within area
Vulpes vulpes Red Fox, Fox [18]		Species or species habitat likely to occur within area
Plants		
Anredera cordifolia Madeira Vine, Jalap, Lamb's-tail, Mignonette Vine, Anredera, Gulf Madeiravine, Heartleaf Madeiravine, Potato Vine [2643]		Species or species habitat likely to occur within area
Asparagus aethiopicus Asparagus Fern, Ground Asparagus, Basket Fern, Sprengi's Fern, Bushy Asparagus, Emerald Asparagus [62425]		Species or species habitat likely to occur within area
Asparagus asparagoides Bridal Creeper, Bridal Veil Creeper, Smilax, Florist's Smilax, Smilax Asparagus [22473]		Species or species habitat likely to occur within area
Asparagus plumosus Climbing Asparagus-fern [48993]		Species or species habitat likely to occur within area
Brachiaria mutica Para Grass [5879]		Species or species habitat may occur within area
Cenchrus ciliaris Buffel-grass, Black Buffel-grass [20213]		Species or species habitat may occur within

Name	Status	Type of Presence
		area
Chrysanthemoides monilifera Bitou Bush, Boneseed [18983]		Species or species habitat may occur within area
Chrysanthemoides monilifera subsp. monilifera Boneseed [16905]		Species or species habitat likely to occur within area
Genista sp. X Genista monspessulana Broom [67538]		Species or species habitat may occur within area
Lantana camara Lantana, Common Lantana, Kamara Lantana, Large-leaf Lantana, Pink Flowered Lantana, Red Flowered Lantana, Red-Flowered Sage, White Sage, Wild Sage [10892]		Species or species habitat likely to occur within area
Lycium ferocissimum African Boxthorn, Boxthorn [19235]		Species or species habitat likely to occur within area
Olea europaea Olive, Common Olive [9160]		Species or species habitat may occur within area
Pinus radiata Radiata Pine Monterey Pine, Insignis Pine, Wilding Pine [20780]		Species or species habitat may occur within area
Rubus fruticosus aggregate Blackberry, European Blackberry [68406]		Species or species habitat likely to occur within area
Sagittaria platyphylla Delta Arrowhead, Arrowhead, Slender Arrowhead [68483]		Species or species habitat likely to occur within area
Salix spp. except S.babylonica, S.x calodendron & S.x reichardtii Willows except Weeping Willow, Pussy Willow and Sterile Pussy Willow [68497]		Species or species habitat likely to occur within area
Salvinia molesta Salvinia, Giant Salvinia, Aquarium Watermoss, Kariba Weed [13665]		Species or species habitat likely to occur within area
Tamarix aphylla Athel Pine, Athel Tree, Tamarisk, Athel Tamarisk, Athel Tamarix, Desert Tamarisk, Flowering Cypress, Salt Cedar [16018]		Species or species habitat likely to occur within area
Reptiles		
Hemidactylus frenatus Asian House Gecko [1708]		Species or species habitat likely to occur within area

Caveat

The information presented in this report has been provided by a range of data sources as acknowledged at the end of the report.

This report is designed to assist in identifying the locations of places which may be relevant in determining obligations under the Environment Protection and Biodiversity Conservation Act 1999. It holds mapped locations of World and National Heritage properties, Wetlands of International and National Importance, Commonwealth and State/Territory reserves, listed threatened, migratory and marine species and listed threatened ecological communities. Mapping of Commonwealth land is not complete at this stage. Maps have been collated from a range of sources at various resolutions.

Not all species listed under the EPBC Act have been mapped (see below) and therefore a report is a general guide only. Where available data supports mapping, the type of presence that can be determined from the data is indicated in general terms. People using this information in making a referral may need to consider the qualifications below and may need to seek and consider other information sources.

For threatened ecological communities where the distribution is well known, maps are derived from recovery plans, State vegetation maps, remote sensing imagery and other sources. Where threatened ecological community distributions are less well known, existing vegetation maps and point location data are used to produce indicative distribution maps.

Threatened, migratory and marine species distributions have been derived through a variety of methods. Where distributions are well known and if time permits, maps are derived using either thematic spatial data (i.e. vegetation, soils, geology, elevation, aspect, terrain, etc) together with point locations and described habitat; or environmental modelling (MAXENT or BIOCLIM habitat modelling) using point locations and environmental data layers.

Where very little information is available for species or large number of maps are required in a short time-frame, maps are derived either from 0.04 or 0.02 decimal degree cells; by an automated process using polygon capture techniques (static two kilometre grid cells, alpha-hull and convex hull); or captured manually or by using topographic features (national park boundaries, islands, etc). In the early stages of the distribution mapping process (1999-early 2000s) distributions were defined by degree blocks, 100K or 250K map sheets to rapidly create distribution maps. More reliable distribution mapping methods are used to update these distributions as time permits.

Only selected species covered by the following provisions of the EPBC Act have been mapped:

- migratory and
- marine

The following species and ecological communities have not been mapped and do not appear in reports produced from this database:

- threatened species listed as extinct or considered as vagrants
- some species and ecological communities that have only recently been listed
- some terrestrial species that overfly the Commonwealth marine area
- migratory species that are very widespread, vagrant, or only occur in small numbers

The following groups have been mapped, but may not cover the complete distribution of the species:

- non-threatened seabirds which have only been mapped for recorded breeding sites
- seals which have only been mapped for breeding sites near the Australian continent

Such breeding sites may be important for the protection of the Commonwealth Marine environment.

Coordinates

-31.99383 115.90712

Acknowledgements

This database has been compiled from a range of data sources. The department acknowledges the following custodians who have contributed valuable data and advice:

-Office of Environment and Heritage, New South Wales
-Department of Environment and Primary Industries, Victoria
-Department of Primary Industries, Parks, Water and Environment, Tasmania
-Department of Environment, Water and Natural Resources, South Australia
-Department of Land and Resource Management, Northern Territory
-Department of Environmental and Heritage Protection, Queensland
-Department of Parks and Wildlife, Western Australia
-Environment and Planning Directorate, ACT
-Birdlife Australia
-Australian Bird and Bat Banding Scheme
-Australian National Wildlife Collection
-Natural history museums of Australia
-Museum Victoria
-Australian Museum
-South Australian Museum
-Queensland Museum
-Online Zoological Collections of Australian Museums
-Queensland Herbarium
-National Herbarium of NSW
-Royal Botanic Gardens and National Herbarium of Victoria
-Tasmanian Herbarium
-State Herbarium of South Australia
-Northern Territory Herbarium
-Western Australian Herbarium
-Australian National Herbarium, Canberra
-University of New England
-Ocean Biogeographic Information System
-Australian Government, Department of Defence
Forestry Corporation, NSW
-Geoscience Australia
-CSIRO
-Australian Tropical Herbarium, Cairns
-eBird Australia
-Australian Government – Australian Antarctic Data Centre
-Museum and Art Gallery of the Northern Territory
-Australian Government National Environmental Science Program
-Australian Institute of Marine Science
-Reef Life Survey Australia
-American Museum of Natural History
-Queen Victoria Museum and Art Gallery, Inveresk, Tasmania
-Tasmanian Museum and Art Gallery, Hobart, Tasmania
-Other groups and individuals

The Department is extremely grateful to the many organisations and individuals who provided expert advice and information on numerous draft distributions.

Please feel free to provide feedback via the Contact Us page.

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NatureMap
Mapping Western Australia's biodiversity

NatureMap Species Report

Created By Guest user on 13/11/2018

Current Names Only Yes
Core Datasets Only Yes
Method 'By Circle'
Centre 115° 54' 26" E,31° 59' 40" S
Buffer 1km

	Name ID	Species Name	Naturalised	Conservation Code	[1]Endemic To Query Area
1.	24260	*Acanthiza apicalis (Broad-tailed Thornbill, Inland Thornbill)*			
2.	24261	*Acanthiza chrysorrhoa (Yellow-rumped Thornbill)*			
3.	24262	*Acanthiza inornata (Western Thornbill)*			
4.	24560	*Acanthorhynchus superciliosus (Western Spinebill)*			
5.	25535	*Accipiter cirrocephalus (Collared Sparrowhawk)*			
6.	24281	*Accipiter cirrocephalus subsp. cirrocephalus (Collared Sparrowhawk)*			
7.	24316	*Anas superciliosa (Pacific Black Duck)*			
8.	24561	*Anthochaera carunculata (Red Wattlebird)*			
9.		*Badumna insignis*			
10.		*Barnardius zonarius*			
11.	42307	*Cacomantis pallidus (Pallid Cuckoo)*			
12.	24731	*Calyptorhynchus banksii subsp. naso (Forest Red-tailed Black Cockatoo)*		T	
13.	24734	*Calyptorhynchus latirostris (Carnaby's Cockatoo, White-tailed Short-billed Black Cockatoo)*		T	
14.	24321	*Chenonetta jubata (Australian Wood Duck, Wood Duck)*			
15.		*Chroicocephalus novaehollandiae*			
16.	1882	*Conospermum stoechadis (Common Smokebush)*			
17.	25568	*Coracina novaehollandiae (Black-faced Cuckoo-shrike)*			
18.	25592	*Corvus coronoides (Australian Raven)*			
19.	25595	*Cracticus tibicen (Australian Magpie)*			
20.	25596	*Cracticus torquatus (Grey Butcherbird)*			
21.	25027	*Ctenotus australis*			
22.	30901	*Dacelo novaeguineae (Laughing Kookaburra)*	Y		
23.	25607	*Dicaeum hirundinaceum (Mistletoebird)*			
24.	24939	*Diplodactylus polyophthalmus*			
25.	4763	*Dodonaea hackettiana (Hackett's Hopbush)*		P4	
26.	24290	*Elanus caeruleus subsp. axillaris (Australian Black-shouldered Kite)*			
27.		*Eolophus roseicapillus*			
28.	25727	*Fulica atra (Eurasian Coot)*			
29.	25729	*Gallinula tenebrosa (Dusky Moorhen)*			
30.	25530	*Gerygone fusca (Western Gerygone)*			
31.	24443	*Grallina cyanoleuca (Magpie-lark)*			
32.	24295	*Haliastur sphenurus (Whistling Kite)*			
33.	25119	*Hemiergis quadrilineata*			
34.	24491	*Hirundo neoxena (Welcome Swallow)*			
35.		*Latrodectus hasseltii*			
36.	25005	*Lialis burtonis*			
37.	25661	*Lichmera indistincta (Brown Honeyeater)*			
38.	25654	*Malurus splendens (Splendid Fairy-wren)*			
39.	24583	*Manorina flavigula (Yellow-throated Miner)*			
40.		*Microcarbo melanoleucos*			
41.	25420	*Myobatrachus gouldii (Turtle Frog)*			
42.	25248	*Neelaps bimaculatus (Black-naped Snake)*			
43.		*Oecobius navus*			
44.	25680	*Pachycephala rufiventris (Rufous Whistler)*			
45.	25682	*Pardalotus striatus (Striated Pardalote)*			
46.	24648	*Pelecanus conspicillatus (Australian Pelican)*			
47.	48061	*Petrochelidon nigricans (Tree Martin)*			
48.	48066	*Petroica boodang (Scarlet Robin)*			
49.	24409	*Phaps chalcoptera (Common Bronzewing)*			
50.	48071	*Phylidonyris niger (White-cheeked Honeyeater)*			
51.	24596	*Phylidonyris novaehollandiae (New Holland Honeyeater)*			
52.		*Purpureicephalus spurius*			

	Name ID	Species Name	Naturalised	Conservation Code	[1]Endemic To Query Area
53.	48096	*Rhipidura albiscapa (Grey Fantail)*			
54.	25614	*Rhipidura leucophrys (Willie Wagtail)*			
55.	30948	*Smicrornis brevirostris (Weebill)*			
56.		*Steatoda grossa*			
57.	25597	*Strepera versicolor (Grey Currawong)*			
58.	25589	*Streptopelia chinensis (Spotted Turtle-Dove)*	Y		
59.	25590	*Streptopelia senegalensis (Laughing Turtle-Dove)*	Y		
60.	30950	*Streptopelia senegalensis subsp. senegalensis (Laughing Turtle-Dove)*	Y		
61.	25204	*Tiliqua rugosa subsp. aspera*			
62.	24309	*Todiramphus sanctus subsp. sanctus (Sacred Kingfisher)*			
63.	25723	*Trichoglossus haematodus (Rainbow Lorikeet)*			
64.	25526	*Varanus tristis (Racehorse Monitor)*			
65.	25765	*Zosterops lateralis (Grey-breasted White-eye, Silvereye)*			

Conservation Codes
T - Rare or likely to become extinct
X - Presumed extinct
IA - Protected under international agreement
S - Other specially protected fauna
1 - Priority 1
2 - Priority 2
3 - Priority 3
4 - Priority 4
5 - Priority 5

[1] For NatureMap's purposes, species flagged as endemic are those whose records are wholely contained within the search area. Note that only those records complying with the search criterion are included in the calculation. For example, if you limit records to those from a specific datasource, only records from that datasource are used to determine if a species is restricted to the query area.

APPENDIX C – NATIVE FLORA SPECIES LIST

Appendix C: Native Flora Taxa recorded within Hillview Bushland

FAMILY	TAXA	COMMENTS
ANARTHRICACEAE	*Lyginia imberbis*	
ARALIACEAE	*Trachymene pilosa*	
ASPARAGACEAE	*Laxmannia squarrosa*	
	Lomandra caespitosa	
	Lomandra hermaphrodita	
	Thysanotus dichotomous	
	Thysanotus patersonii/manglesii	
ASTERACEAE	Asteraceae sp.	sterile
	?Asteraceae sp.	juvenile
CASUARINACEAE	*Allocasuarina fraseriana*	
	Allocasuarina humilis	
COLCHICACEAE	*Burchardia congesta*	
CRASSULACEAE	*Crassula colorata* var. *colorata*	
CUPRESSACEAE	*Callitris preissii*	
CYPERACEAE	*Isolepis cernua* var. *setiformis*	
	Mesomelaena pseudostygia	
	Schoenus sp.	sterile
DASYPOGONACEAE	*Calectasia narragara*	
DILLENIACEAE	*Hibbertia hypericoides*	
DROSERACEAE	*Drosera patersonii/manglessii*	
ERICACEAE	*Astroloma ?compactum (sterile)*	sterile
	Conostephium pendulum	
FABACEAE	*Acacia pulchella*	
	Acacia saligna	
	Bossiaea eriocarpa	
	Daviesia triflora	

	Gompholobium tomentosum	
	Jacksonia furcellata	
	Jacksonia sternbergiana	
GOODENIACEAE	*Dampiera linearis*	
HAEMODORACEAE	*Anigozanthos manglesii*	
	Conostylis aculeata subsp*. aculeata*	
	Conostylis aurea	
	Conostylis setigera	
	Conosylis setigera subsp. *setigera*	
HEMEROCALLIDACEAE	*Arnocrinum preissii*	
IRIDACEAE	*Patersonia occidentalis*	
LORANTHACEAE	*Nuytsia floribunda*	
MONTIACEAE	*Calandrinia corrigioloides*	
MYRTACEAE	?*Calytrix* sp.	sterile
	Calothamnus quadrifidus subsp. *quadrifidus*	
	Chamelaucium uncinatum	
	Eremaea ?*pauciflora*	
	Eremaea pauciflora	
	Eucalyptus todtiana	
	Melaleuca ?thymoides	
	Melaleuca seriata	
	Scholtzia involucrata	
	?*Scholtzia* sp.	sterile
ORCHIDACEAE	*Caladenia flava*	
POACEAE	Poaceae sp.	sterile
PROTEACEAE	*Adenanthos cygnorum*	
	Adenanthos cygnorum subsp. *cygnorum*	
	Banksia attenuata	
	Banksia menziesii	
	Banksia nivea subsp. nivea	
	Conospermum stoechadis subsp. *stoechadis*	
	Grevillea crithmifolia	
	Stirlingia latifolia	

RESTIONACEAE	*Desmocladus flexuosus*	
SAPINDACEAE	*Dodonaea ?hackettiana P4*	Priority 4, juvenile fruits
STYLIDIACEAE	?Stylidiaceae sp.	
VIOLACEAE	*Hybanthus calycinus*	

APPENDIX D – INTRODUCED (EXOTIC) TAXA

Introduced Flora Taxa Recorded on Site

TAXA	Comments
* denotes introduced species	
**Aira caryophyllea*	
**Arctotheca calendula*	
?Asteraceae sp.	juvenile leaves
**Avena barbata*	
**Briza maxima*	
*Bromeliaceae sp.	garden escapee
**Conyza bonariensis*	
?*Eremaea* sp.	planted, non local
**Ehrharta calycina*	
**Freesia* sp.	unopened flower
**Fumaria capreolata*	
**Galium murale*	
**Gladiolus caryophyllaceus*	
*?*Gladiolus*	sterile, leaf only
**Heliophila pusilla*	
**Hypochaeris glabra*	
**Lagurus obovatus*	
**Monoculus monstrosus*	
**Moraea flaccida*	
*?*Moraea* sp.	sterile, leaf only
*?*Moraea* sp.	yellow flower unopened
**Raphanus raphanistrum*	
**Senecio vulgaris*	
**Silene gallica* var. *gallica*	
**Sonchus oleraceus*	
**Ursinia anthemoides*	
**Vulpia bromoides*	
**Wahlenbergia capensis*	

APPENDIX E – KEY DIAGNOSTIC CRITERIA FOR THE BANKSIA WOODLANDS OF THE SWAN COASTAL PLAIN TEC

Banksia Woodlands SCP TEC Assessment

Characteristics of the Banksia woodland within the site compared to the key diagnostic criteria as per TSSC (2016)

Key diagnostic criteria (TSSC 2016)	Outcome
Step 1: Key Diagnostic Characteristics	
Location: • Occurs in the Swan Coastal Plain or Jarrah Forest IBRA bioregions.	Yes. Banksia woodlands within the project area occur on the Swan Coastal Plain.
Soils and landform: • well drained, low nutrient soils on sandplain landforms, particularly deep Bassendean and Spearwood sands and occasionally on Quindalup sands • sandy colluviums and aeolian sands of the Ridge Hill Shelf, Whicher Scarp and Dandaragan Plateau • transitional substrates and sandflats.	Yes. Banksia woodlands within the site occur on Bassendean sands (S_8).
Structure: Low woodland to forest with: • a distinctive upper sclerophyllous layer of low trees (occasionally large shrubs more than 2 m tall), typically dominated or co-dominated by one or more of the banksia species identified below • emergent trees of medium or tall (>10 m) height. *Eucalyptus* or *Allocasuarina* species may sometimes be present above the banksia canopy • an often highly species-rich understorey (layer of sclerophyllous shrubs of various heights and herbaceous ground layer of cord rushes, sedges and perennial and ephemeral forbs, that sometimes includes grasses).	Yes. Low Open Woodland to Low Woodland of *Banksia attenuata* and/or *Banksia menziesii,* (emergent *Nuytisa floribunda*). Yes. Understorey contains sclerophyllous shrubs and rushes/sedges, including the following species considered typical of this ecological community: *Hibbertia hypericoides*, *Stirlingia latifolia*, *Gompholobium tomentosum*, *Lyginia imberbis*, *Desmocladus flexuosus*, *Allocasuarina humilis*, *Mesomelaena pseudostygia, Bossiaea eriocarpa*, *Conostylis setigera*, and *Adenanthos cygnorum. Trachymene pilosa* and also *Laxmannia squarrosa* and *Melaleuca seriata*.
Composition: • Commonly dominated or co-dominated by *Banksia attenuata* (candlestick banksia, slender banksia) and/or *B. menziesii* (firewood banksia). Other Banksia species that dominate in some examples of the ecological community are *B. prionotes* (acorn banksia) or *B.ilicifolia* (holly-leaved banksia); • Contains at least one of the following species: ▪ *Banksia attenuata* ▪ *Banksia menziesii* ▪ *Banksia prionotes* ▪ *Banksia ilicifolia.* • Emergent tree layer often includes *Corymbia calophylla* (marri), *E. marginata* (jarrah), or less commonly *Eucalyptus gomphocephala* (tuart) • understorey typically contains a high to very high diversity of shrub and herb species that often vary from patch to patch.	Yes. Low Open Woodland to Low Woodland of *Banksia attenuata* and/or *Banksia menziesii,* (emergent *Nuytisa floribunda*). Yes. Understorey contains sclerophyllous shrubs and rushes/sedges, including the following species considered typical of this ecological community: *Hibbertia hypericoides*, *Stirlingia latifolia*, *Gompholobium tomentosum*, *Lyginia imberbis*, *Desmocladus flexuosus*, *Allocasuarina humilis*, *Mesomelaena pseudostygia, Bossiaea eriocarpa*, *Conostylis setigera*, and *Adenanthos cygnorum. Trachymene pilosa* and also *Laxmannia squarrosa* and *Melaleuca seriata*.
Step 2: Condition thresholds	

Key diagnostic criteria (TSSC 2016)	Outcome
Condition (Keighery 1994): Meet at least good condition category. • Assessments of a patch should initially be centred on the area of highest native floristic diversity and/or cover, i.e. the best condition area of the patch. • Consideration must be given to the timing of surveys and recent disturbance Ideally surveys should be undertaken in spring with two sampling periods to capture early and late flowering species. • surrounding context of a patch must also be taken into account when considering factors that add to the importance of a patch that meets the condition thresholds. • Certain vegetation components of the Banksia Woodlands ecological community merit consideration as critical elements to protect. Three components are recognised as threatened in their own right in WA and, as such, are priorities for protection. They are detailed in Table 1 and in Appendix B. • A relevant expert (e.g. ecological consultant, local NRM or environment agency) may be useful to help identify the ecological community and its condition.	In parts- condition of patches of Banksia woodland within the site ranges from Good-Very Good, to Degraded. Sampling was undertaken in Spring 2018, with adequate sampling (3 10x10m quadrats established and assessed, and targeted searching) undertaken.
Step 3: minimum patch size	
Pristine': no minimum patch size 'Excellent': 0.5 ha (e.g. 50m x 100m) 'Very Good': 1 ha (e.g. 100m x 100m) 'Good': 2 ha. (e.g. 200m x 100m)	Banksia Woodlands Patch does meet the minimum criteria. • Vegetation Condition Area (ha) • **Good to Very Good 0.08** • **Good 0.13** • Good to Degraded 0.42 • Degraded 0.19 • Cleared 0.16 • **Grand Total 0.98**
Step 4: Further information to assist in determining the presence of the ecological community and significant impacts	
• Landscape positioning • Patch (discrete or continuous) <30m variations/gaps • Variation in canopy cover • Buffer zone: minimum buffer for the ecological community 20-50m from the outer patch.	The landscape position in on upper to middle slopes of Bassendean dunes. Buffer zones are greater than 50m from the outer sides of the patch, and the patch is continuous, with Banksia canopy density ranging from <1-35% within the site. It's small size in an urban landscape requires adequate management to protect it.

APPENDIX F – PERTH BIODIVERSITY PROJECT INVENTORY OF THE BIRD SPECIES

Site Name

Hillview Bushland

Birds Australia

PERTH BIODIVERSITY PROJECT
Councils Caring for their Natural Communities

Site Location	Local Government Authority	Area (ha)
East Victoria Park	Town of Victoria Park	1.0ha

Vegetation Complex	Natural Area ID no:	Bush Forever Site no:
Bassendean Complex – Central and South	8898	N/A

Bird Survey Information
Survey period reported: Oct 2003-Sept 2004
Survey frequency: monthly
Total no. surveys: 12

Bird species recorded in survey period * denotes introduced species	Breeding on survey site	Maximum number recorded (water dependent species only)	Frequency of occurrence		Significant species (Bush Forever)
			No. (number surveys in which recorded)	% of surveys	
Laughing Turtle-Dove*			12	100	
Spotted Turtle-Dove*			3	25	
Short-billed Black-Cockatoo			2	17	Category 1,4
Rainbow Lorikeet*			1	8	
Australian Ringneck			1	8	
Red Wattlebird			11	92	
Singing Honeyeater			12	100	
Brown Honeyeater			10	83	
New Holland Honeyeater			7	58	Category 4
White-cheeked Honeyeater			11	92	Category 4
Magpie-lark			2	17	
Grey Butcherbird			1	8	
Australian Magpie			1	8	
Australian Raven			8	67	
Welcome Swallow			1	8	
Silvereye			6	50	
Total = 16	**Total = 0**				**Total = 3**

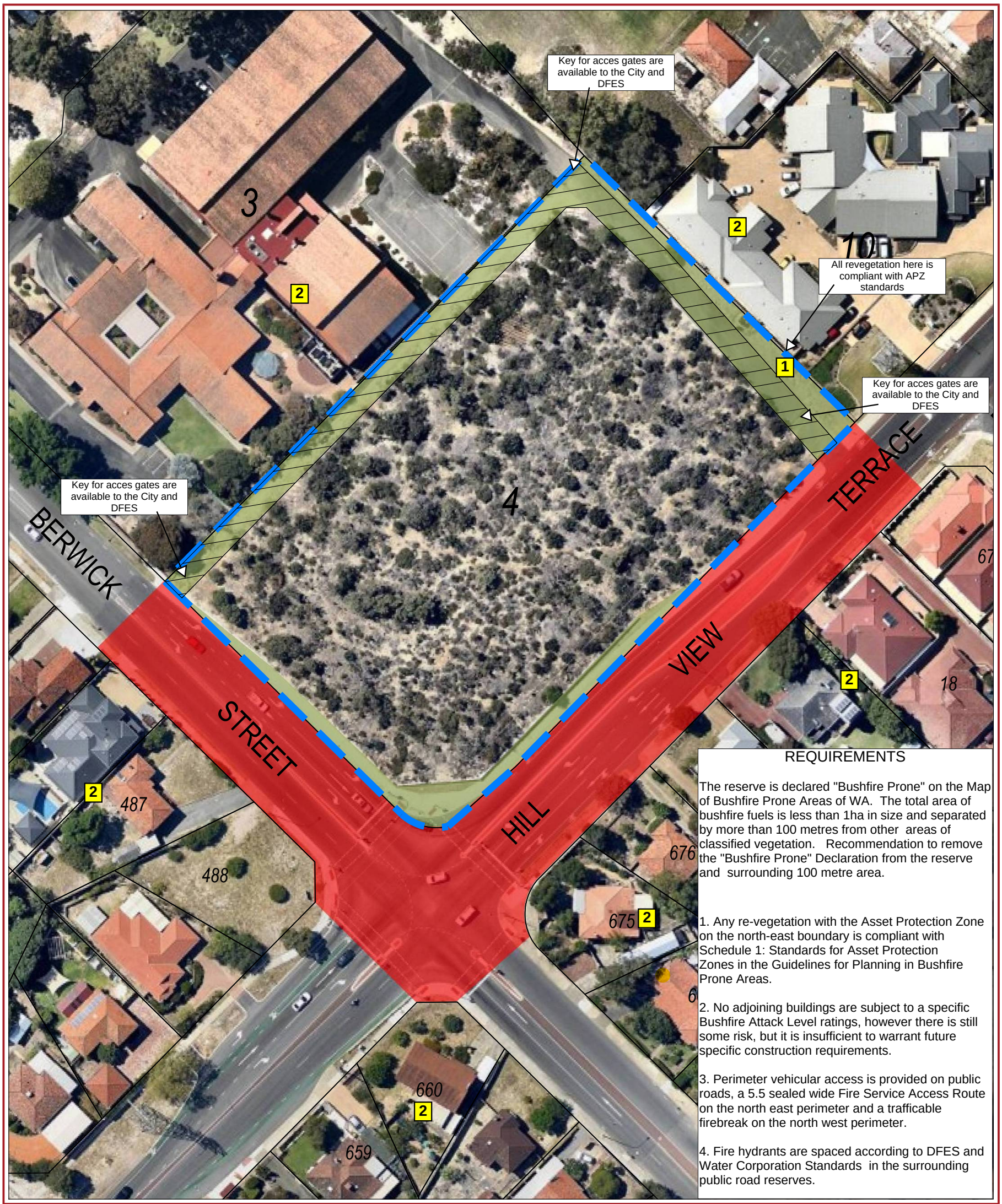
Observers: Jay Barnett.

Other sources of bird survey information
Turpin (1991): 8 species.

Additional significant bird species recorded in other sources
Nil.

GENERAL COMMENTS
This extremely small (1ha) and isolated remnant has boundaries with two busy urban roads and other urban infrastructure. Despite these disturbances, it has a relatively high profile in the local community, and of the 16 bird species recorded in the survey period, three are significant under Bush Forever. Carnaby's Black-Cockatoo has been reported feeding on Candlestick Banksia *Banksia attenuata*. New Holland and White-cheeked Honeyeater were also reported feeding on native vegetation in the reserve. The retention of networks of Banksia woodland remnants may be important for the future survival of Carnaby's Black-Cockatoo on the Swan Coastal Plain. Appropriate management of this reserve to ensure the long-term viability of its natural vegetation will be important.

APPENDIX G – BUSHFIRE MANAGEMENT STRATEGIES



REQUIREMENTS

The reserve is declared "Bushfire Prone" on the Map of Bushfire Prone Areas of WA. The total area of bushfire fuels is less than 1ha in size and separated by more than 100 metres from other areas of classified vegetation. Recommendation to remove the "Bushfire Prone" Declaration from the reserve and surrounding 100 metre area.

1. Any re-vegetation with the Asset Protection Zone on the north-east boundary is compliant with Schedule 1: Standards for Asset Protection Zones in the Guidelines for Planning in Bushfire Prone Areas.

2. No adjoining buildings are subject to a specific Bushfire Attack Level ratings, however there is still some risk, but it is insufficient to warrant future specific construction requirements.

3. Perimeter vehicular access is provided on public roads, a 5.5 sealed wide Fire Service Access Route on the north east perimeter and a trafficable firebreak on the north west perimeter.

4. Fire hydrants are spaced according to DFES and Water Corporation Standards in the surrounding public road reserves.

Location details:	Lot 4 Berwick Street East Victoria Park
Assessment date:	November 2018
Prepared by:	Bushfire Safety Consulting
Accreditation level:	Level 3 BPAD Practioner
Accreditation number:	BPAD 23160
Accredidation expiry date:	31st January 2019
Date aerial photo:	September 2018

SPATIAL REPRESENTATION OF BUSHFIRE MANAGEMENT STRATEGIES

0 5 10 15 20 25m

SCALE 1:750 @ A3
DATE: JANUARY 2019

NORTH

LEGEND

SUBJECT LAND

INTERNAL ASSET PROTECTION ZONE

EXTERNAL PUBLIC ROADS PROVIDE ACCESS AND ADDITIONAL PROTECTION TO ASSETS

EMERGENCY VEHICULAR ACCESS ON 3m LIMESTONE FIREBREAK AND 5.5m SEALED DRIVEWAY

SOURCE OF PHOTOGRAPHY: NEARMAP

Bushfire Safety CONSULTING

BUSHFIRE SAFETY CONSULTING

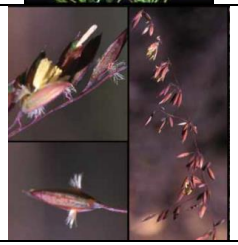
PO BOX 84 STONEVILLE WA 6081
Mbl: 0429 949 262
www.bushfiresafety.net

APPENDIX H – RECOMMENDED WEED MANAGEMENT

Appendix H: Introduced species (weeds) recorded as occurring within the site

Botanical and Common Name	Photograph[1]	WAOL	Method of Control[2]	Timing of Control[3]	Weed Removal Technique
Aira caryophyllea (Silver hairgrass)		S11	Physical control of individual plants or small numbers of plants can easily be achieved. Herbicides like glyphosate give good control of A. caryophyllea, but unless more competitive species well-suited to the habitat are established in its place, it will reinvade very quickly.	July to October	Manual and herbicide application
Arctotheca calendula (Cape Weeds)		S11	Chip out small infestations,ensuring root is severed well below ground level to prevent re-sprouting from the crown. For large infestations apply Lontrel® 6 ml/10 L (300 ml/ha) in early growth stages. Glyphosate at 0.2% will provide some selective control if the plants are young or at the budding stage, otherwise spot spraying glyphosate at 10 ml/L will control capeweed at all growth stages. A combination of chemical and physical control with follow up treatment provides optimal control.	June to November	Herbicide.
Avena barbata (Bearded Oat)		S11	Spray at 3-5 leaf stage with Fusilade® Forte at 16 ml/10 L + wetting agent or for generic fluazifop-p (212g/L active ingredient) 10mL/10L or 0.5L/ha + wetting agent. Repeat over the following 2 years. Aim to prevent seed production	July to October	Herbicide

[1] Photographs sources from Flora Base (DPaW) https://florabase.dpaw.wa.gov.au/search/advanced)
[2] DBCA Swan Region Management Notes(Flora Base) https://florabase.dpaw.wa.gov.au/search/advanced)
[3] Recommendations from Flora Base (DPaW) https://florabase.dpaw.wa.gov.au/search/advanced

Botanical and Common Name	Photograph[1]	WAOL	Method of Control[2]	Timing of Control[3]	Weed Removal Technique
Briza maxima ((Blowfly grass)		S11	Hand pull or spray at 3-5 leaf stage with Fusilade® Forte at 16 ml/10 L or 800 ml/ha (based on 500 L water/ha) + wetting agent or for generic fluazifop-p (212g/L active ingredient) 10ml/10L or 500ml/ha + wetting agent. Repeat treatment for 2 - 3 years.	June to September	Manual and herbicide application
Conyza bonariensis (Flaxleaf Fleabane)		S11	Hand remove small and/or isolated infestations prior to seed set. Resprouts from basal buds after top removal. Timing of application is key to the efficacy of any herbicide treatment. Most susceptible to glyphosate at the rosette stage and least susceptible at flowering. Apply glyphosate when plants are small (at rosette stage <10cm across) 25 ml/ 10L after stem elongation and before flowering and actively growing. Otherwise 50% glyphosate can be used to wipe the stems of plants	June to September (Herbicide) All year (manual)	Manual and herbicide application
Ehrharta calycina (Perennial Veldt Grass)		S11	For small infestations, cut out plants ensuring crown removal. Do not slash. Alternatively spray with Fusilade® Forte 13 ml/L or 6.5 L/ha + wetting agent on actively growing and unstressed plants. For generic fluazifop-p (212g/L active ingredient) 8ml/L or 4L/ha +wetting agent. Follow-up in subsequent years.	Herbicide: June to September Manual: November to February	Manual and herbicide application

Botanical and Common Name	Photograph[1]	WAOL	Method of Control[2]	Timing of Control[3]	Weed Removal Technique
Fumaria capreolata (Whiteflower Fumitory)		S11	Spray metsulfuron methyl at 0.1 g/15 L (2.5 g/ha) + wetting agent or glyphosate 0.5%	July to September	Herbicide
Gladiolus caryophyllaceus (Wild Gladiolus)		S11	Wipe individual leaves with glyphosate 10 % or spray dense infestations in degraded areas with 1% glyphosate just on flowering at corm exhaustion	July to September	Herbicide
Hypochaeris glabra (smooth cats-eat)		S11	Hand remove small infestations and/or isolated plants, ensuring the taproot is removed. Alternatively wipe rosettes with glyphosate at 30%. For dense infestations, apply Lontrel® 10 ml /10 L + wetting agent. Apply herbicide regularly to prevent seeding	Herbicide: May to September Manual: May to October	Manual and herbicide application
Lagurus ovatus (Hare's Tail Grass)		S11	Prevent seed set. Hand removal small isolated infestations. In selective situations spray with 16 ml/10 L (800 ml/ha) Fusilade® Forte + spray oil or for generic fluazifop-p (212g/L active ingredient) 10ml/10L or 500ml/ha + spray oil any time before flowering. A lower rate of 13 ml/10 L Fusilade® Forte or for generic fluazifop-p (212g/L active ingredient) 8ml/10L can be used in winter at the 2-8 leaf stage before stem elongation	Herbicide: June to October Manual: July to December	Manual and herbicide application

Botanical and Common Name	Photograph[1]	WAOL	Method of Control[2]	Timing of Control[3]	Weed Removal Technique
Monoculus monstrosus		S11	Hand remove small populations and/or isolated plants prior to flowering. Try spot spraying with glyphosate at 0.5% before flowering	Herbicide: June to October Manual: June to October	Manual and herbicide application
Moraea flaccida (One-leaf Cape Tulip)		Declared (s22)	Spot spray metsulfuron methyl 0.2 g/15 L or chlorsulfuron 0.2 g/15 L + Pulse® or 2.5-5 g/ha + Pulse® or 2,2 DPA 55 g/10 L + Pulse®. Apply just on flowering at corm exhaustion	July to August	Herbicide
Raphanus raphanistrum (Wild radish)		S11	Hand remove isolated plants several times throughout the year. Spot spray 1% glyphosate before flowering. A combination of approaches is usually most successful	Herbicide: All year Manual: all year	Manual and herbicide application
Senecio vulgaris (Common Groundsel)		S11	Hand remove small/isolated populations. Apply Lontrel® at 10 ml/10 L + wetting agent before stem elongation in late spring.	Herbicide: September to November Manual: all year	Manual and herbicide application

Botanical and Common Name	Photograph[1]	WAOL	Method of Control[2]	Timing of Control[3]	Weed Removal Technique
Sonchus oleraceus (Common Sowthistle)		S11	Remove small and/or isolated populations manually prior to seed set. Slashing is often ineffective as flowers continue to be produced. Spot spray Lontrel® 10 ml/10 L + wetting agent preferably at the rosette stage.	Herbicide: June to September Manual: June to November	Manual and herbicide application
Vulpia bromoides (Squirrel Tail Fescue)		S11	Hand pull plants or spray with Select® 10 ml/10 L (500 ml/ha) prior to boot stage. It is important to minimise bare ground through autumn and winter to suppress annual weed population growth	Herbicide: July to September	Manual and herbicide application
Wahlenbergia capensis (Cape bluebell)		S11	Manually remove small populations before seeding. Wipe leaves with 1:2 glyposate to water.	Herbicide: August to December	Manual and herbicide application

APPENDIX I – RECOMMENDED SPECIES LIST (APACE)

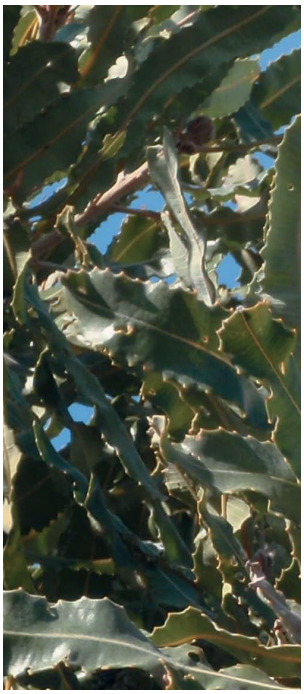
Species (Adapted from APACE)	Description and Habitat (Florabase, 2019)
Acacia sessilis	Diffuse, often straggling, pungent shrub, 0.3-1(-1.5) m high. Fl. yellow, Jul to Oct. White/grey or yellow sand, lateritic sand, gravelly clay.
Anigozanthos humilis (Catspaw)	Rhizomatous, perennial, herb, 0.1-1 m high. Fl. yellow-red-orange, Jul to Oct. Sand, sandy loam, clay, laterite, limestone. Winter-wet swamps, creek banks, alluvial flats, well drained areas.
Banksia grandis (Bull Banksia)	Tree or shrub (in south coastal areas), 1.5-10 m high, with epicormic buds. Fl. yellow-green, Sep to Dec or Jan. White or grey sand, laterite.
Beaufortia elegans (Elegant Beaufortia)	Erect shrub, 0.3-1(-2) m high. Fl. red/purple/pink/white, Aug to Dec or Jan to Feb. White, grey or yellow sand, often over laterite. Plains, winter-wet depressions.
Calothamnus sanguineus (Silky Leaved Blood Flower)	Erect to open spreading shrub, 0.2-2 m high. Fl. red, Mar to Nov. Sandy or lateritic soils. Sandplains, limestone ridges, rocky outcrops.
Corymbia calophylla (Marri)	Tree or (mallee, rarely), to 40(-60) m high, bark rough, tessellated. Fl. white/pink, Dec or Jan to May. Red-brown clay loam, orange-brown sandy clay, gravel, grey sand over limestone, granite, laterite. Flats, hills, slopes, breakaways, wetlands, fringing salt marches, beside drainage lines.
Dodonaea hackettiana (Hacketts Hopbush)	Erect shrub or tree, 1-5 m high. Fl. yellow-green/red, mainly Jul to Oct. Sand. Outcropping limestone.
Eucalyptus marginata (Jarrah)	Tree, to 40 m high, bark rough fibrous. Fl. white-cream/pink, Jun to Dec or Jan. Grey sand, clay or sandy loam, laterite. Hills, rises.
Gastrolobium capitatum	Prostrate to low, bushy shrub, to 1 m high. Fl. orange-yellow, Jun to Sep. Sandy to loamy soils, laterite, granite. Slopes, outcrops, swampy areas, plains.
Gompholobium scabrum	Erect to spreading shrub, (0.2-)0.4-2.3 m high. Fl. pink-purple, Aug to Nov. Sandy soils, sometimes over laterite. Undulating plains.
Hakea ruscifolia (Candle Hakea)	Lignotuberous shrub, 0.5-3 m high. Fl. white, Dec or Jan to Apr or Jun. White, grey or red/brown sand, gravelly clay, laterite.
Hemiandra pungens	Prostrate to ascending shrub, 0.05-1 m high. Fl. white/blue-purple/pink, Jan to Dec. Sand, clay and loam, gravel, laterite, granite. Rock outcrops.
Jacksonia sericea	Low spreading shrub, to 0.6 m high. Fl. orange, usually Dec or Jan to Feb. Calcareous & sandy soils.
Kennedia prostrata	Prostrate or twining shrub. Fl. red, Apr to Nov. Usually sandy gravelly soils.
Leptospermum spinescens	Spinescent shrub, 0.3-1.5 m high. Fl. cream-white, Sep to Dec. Sandy & lateritic soils. Hills, sandplains.
Melaleuca trichophylla	Straggly or rounded shrub, 0.15-1 m high. Fl. pink-purple, Aug to Dec. White/grey/orange sand, gravel, laterite. Sandplains, hillsides.
Neurachne alopecuroidea	Rhizomatous, tufted perennial, grass-like or herb, 0.15-0.5(-0.8) m high. Fl. green-other, Jul to Nov. White, yellow, grey/brown or lateritic sand, clay, loam, granite. Sandplains, hillslopes, outcrops.
Opercularia vaginata	Decumbent, spreading or erect perennial, herb or shrub, (0.04-)0.1-0.45 m high. Fl. green/green-yellow, Jul to Dec. Sandy, lateritic or granitic soils, coastal limestone.
Orthrosanthus laxus	Rhizomatous, tufted perennial, herb, 0.2-0.55 m high. Fl. blue, Aug to Nov. Laterite, sandy loam, sand, gravel.
Philotheca spicata	Slender, erect shrub, 0.2-0.6(-1.2) m high. Fl. pink-purple-blue/white, Jun to Nov. Variety of soils.
Xanthorrhoea preissii	Perennial tree-like monocot, to 5 m high, trunk to over 3 m, scape length 0.6-1.0 m, spike length 1.5-2.5 m. Fl. white-cream, Jun or Aug to Dec. Grey to black sands, grey-brown loam, brown gravelly sandy clay, laterite, granite. Ranges, coastal plain, near watercourses.

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Town of Victoria Park

environmental plan 2013 - 2018



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Executive Summary

There are a diverse range of community and land use considerations that can impact upon, and therefore need to be considered within, the management of the environment. These considerations include a growing population from 32,433 to 45,756 by 2031 (Town of Victoria Park, *Strategic Community Plan 2013-2028*) a rapidly developing food industry, residential, industrial, retail and technology/university precincts, and Crown Perth complex. The Town is also home to numerous parks, active and passive recreation reserves and natural areas, as well as the Swan River.

The Town is committed to protecting and enhancing its environment, showing leadership through best practice environmental management as well as promoting growth and development within defined environmental parameters. It acknowledges the role it plays within the wider ecological area of the Swan Region and to the sustainable use and management of the region's natural resources.

The *Town of Victoria Park Environmental Plan* (the Plan) will be the main strategic document directing environmental management for the Town over the next five years.

Consultation with Town of Victoria Park staff, members of the Community Environmental Working Group (CEWG) and the wider community has played a key role in the development of the Plan. Guided by the Town of Victoria Park *Strategic Community Plan 2013-2028*, the actions in the *Environmental Plan* are organised into the five focus areas which have been identified as being the general areas of concern for the Town and the Town's community. The Town has formulated high-level objectives for each of these focus areas, and a list of more specific actions that the Town will implement in order to achieve the objectives.

These environmental focus areas include:

- Climate change adaptation and greenhouse protection;
- Water management;
- Land management;
- Natural areas and biodiversity; and
- Solid waste management.

Each new action has been assigned a timeframe, responsible officer and an estimated budget cost. Timeframes have been classified as immediate (to be completed in 2013/14), short term (2014/15), medium term (2015/16-2016/17) or long term (2016/17-2017/18).

Acknowledgements

The Town of Victoria Park would like to thank all those involved in the development of the *Environmental Plan 2013-18*.

Special thanks to internal staff and members of the Community Environmental Working Group for the valuable contribution made, and to those who provided submissions during the public consultation period.



environmental plan 2013 - 2018



Albany Hwy café strip

1.0 Introduction

The Town is strategically located four kilometres from the Perth CBD, forming the eastern gateway to the city. Close to Perth Airport, the Town has within its boundary Curtin University, Crown Perth, Belmont Park Race Course, the proposed Major Stadium, the Perth Football Club, a significant length of the Swan River and the Albany Highway main street.

The Victoria Park Roads Board was proclaimed on 20 July 1894; the area was declared the Municipality of Victoria Park on 30 April 1897. However on 18 November 1917 the Municipality was dissolved with all By-Laws and Regulations of the Victoria Park Municipal Council repealed and replaced by those of the City of Perth.

On 1 July 1994, as a result of the Carr/Fardon Report, the State Government enacted the *City of Perth Restructuring Act 1993* and the Town of Victoria Park, as we know it today, was proclaimed a Town in its own right.

Demographics

Area	17.9 square kilometres
Suburbs and Localities	Bentley (part), Burswood, Carlisle, East Victoria Park, Kensington (part), Lathlain, St James (part), Victoria Park and Welshpool (part)
Distance from Perth CBD	4 kilometres
Rateable Properties	16,184
Area of Parks and Reserves	126.3 hectares
Length of Sealed Roads	174.9 kilometres
Population	32,433
Median Age	34 years
Number of Electors	18,699
Number of Wards	2
Number of Elected Members	Mayor plus eight Councillors

Key population characteristics following the 2011 census include:

- 81.8% of the population is aged 20 years and over.
- 22.2% of the population is aged 55 years and over.
- 40.7% of the population was born overseas.

Language

23.5% of the population speak a language other than English at home.

The most common languages other than English spoken at home were Mandarin (1,104), Italian (597), Cantonese (dialect) (578), Indonesian (481) and Arabic (338).

Income

The median individual weekly income is $692 and the average household size is 2.18 people.

Population Change and Growth

The population of the Town is expected to grow to 45,756 by 2031 representing a 64% increase. A significant proportion of the population increase will come as a result of in-fill development, new developments at The Peninsula, Belmont Park Race Course, Burswood Station East and West precincts, the Causeway Precinct, and the Technology Precinct including Curtin University. The growth in population will have a great impact on how activities and services across the Town are delivered.

The Town's community has traditionally seen itself as a diverse working class suburb of Perth. In recent times it has been the subject of on-going redevelopment within its residential areas and is increasingly being sought as a destination for residential, commercial and leisure pursuits, with a thriving café culture and increasing investment in mixed-use development within the Albany Highway main street, the Causeway precinct and the Burswood Peninsula.

Demographic-Age Distribution

The Town of Victoria Park has a high population of young adults and more young and middle-aged adults have moved to the region since 2001. Young adults between 20 and 34 years represent the largest population demographic and the 2011 median age of Victoria Park community was 34 years. The Town also has an even distribution of both female and male residents.

Socioeconomic Indexes for Areas (SEIFA) Index

The Town of Victoria Park SEIFA Index of Disadvantage measures the relative level of socioeconomic disadvantage based on a range of Census characteristics. It provides a general view of the relative level of disadvantage in one area compared to others. The index is derived from attributes that reflect disadvantage such as low income, low educational attainment, high unemployment, and jobs in relatively unskilled occupations. A higher score on the index means a lower level of disadvantage. A lower score on the index means a higher level of disadvantage.

The Town of Victoria Park scores 1,020.6 on the SEIFA index of disadvantage, compared to 1031 for Greater Perth, 1021 for Western Australia and 1002 for Australia.

Since 1994 the Town has successfully focussed on improving infrastructure, developing community and improving business prosperity to the point that Victoria Park is an exemplar of Local Government.

Unique natural features located within the Town of Victoria Park include the Swan River foreshore, McCallum Park/Taylor Reserve, Kensington Bushland (a listed Bush Forever site) and G.O. Edwards Park. In addition, the positioning of the Town as a gateway to Perth and the combination of land uses located in close proximity to the natural environment are significant considerations in environmental management.

Through the development of this *Environmental Plan*, the Town recognises its responsibility to maintain and protect the quality of the environment for the benefit of current and future generations, to the full extent of the powers and influence of the Town.

The Town is committed to protecting and enhancing its environment, showing leadership through best practice environmental management as well as promoting growth and development within defined environmental parameters. It acknowledges the role it plays within the wider ecological area of the Swan Region and to the sustainable use and management of the region's natural resources.

1.1 Community Perception

The importance of the environment is reflected within the Town's community.

In mid-2010 a community perception survey was undertaken as part of the development of the Town of Victoria Park *Plan for the Future 2011-2026*. The natural environment, in an importance scale out of 10, was rated 8.7 out of 10, with a satisfaction rating of 69% satisfaction rating.

In a subsequent community perception survey during 2012, satisfaction remained relatively static, at 66%.

As the natural environment has a high level of perceived importance and lower levels of satisfaction, this represents a significant, 'hot issue' for Council. This requires Council to invest resources and effort into the natural environment to improve performance and perceived levels of satisfaction.

1.2 Consultation / Development Process

The following diagram outlines the stages involved in the development of the *Environmental Plan*.



2.0 Purpose and Scope of the ***Environmental Plan***

The *Western Australian Environmental Protection Act (1986)* defines 'environment' as:

> *…living things, their physical, biological and social surroundings, and interactions between all of these.*

For the purpose of the Town of Victoria Park *Environmental Plan*, the definition of 'environment' expands on this to include:

> *The natural aspects of air, water, land, biodiversity, flora, fauna, the human beings that act upon and interact with these elements and associated social and cultural values applied to these natural environmental aspects.*

The Town of Victoria Park *Environmental Plan* (the Plan) will be the main strategic document directing environmental management by the Town over the next five years. The purpose of the Plan is to identify environmental focus areas and associated actions that the Town will aim to implement.

Drawn from, and guided by, the Town of Victoria Park *Strategic Community Plan 2013-2028*, each focus area for improvement has been chosen as a priority the for Town's environment.

These environmental focus areas and their relevant objectives are detailed below:

Climate change adaptation and greenhouse protection

- To promote the efficient use of energy and a reduction in greenhouse gas emissions.
- To conduct community awareness programs to effect climate change action.

Water management

- To protect and enhance surface and groundwater resources to achieve a high quality of natural water resources.
- To conduct community awareness programs to ensure sustainable water usage.
- To ensure that stormwater is managed effectively.

Land management

- To incorporate environmental considerations into land approval and planning processes.

Natural areas and biodiversity

- To ensure the effective maintenance, protection and enhancement of the Town's biodiversity.

Solid waste management

- To implement strategies and projects that aim to reduce the creation of waste, sustainably dispose of it and efficiently manage its recovery.

The objectives aim to effect greater management of natural areas, reduce the pollution entering our environment, improve surface and ground water quality, reduce water use and reduce solid waste going to landfill. Achieving these objectives will involve risk mitigation or minimization arising from Council activities, businesses and the community.

The Town views the role of the community as vital in achieving its environmental objectives. Throughout the life of this Plan there are opportunities for the Town to educate and engage the community.



G.O. Edwards Park

3.0 Future Challenges for the Town of Victoria Park

The Town of Victoria Park *Environmental Plan* represents an inaugural strategic guidance document for the Town's future environmental management. This is significant, as it means that:

- Future environmental programs will not be undertaken in an ad hoc fashion, but instead as part of a broader, holistic approach;
- Individual initiatives will be undertaken as part of a broader, collective plan and associated objectives;
- Robust project business cases and justification for budgets, particularly for significant long-term projects, can be submitted to Council; and
- Stronger submissions can be made to funding bodies to receive grant funding.

The principle of 'sustainability' invites us to think about the impacts of our actions and lifestyle choices now, to take responsibility for these and to take ownership of the legacy we will leave future generations. It is a critical recognition that the way traditional systems interact with the environment will not leave the necessary systems intact for future generations to meet their basic needs.

It is therefore incumbent on us to protect and improve our natural environment.

Behaviour change is therefore the most significant challenge regarding the environment. In order to reach positive environmental outcomes and objectives under the *Environmental Plan*, attitudinal as well as systems change may be required, both within the Council and within the community. Such systems change includes recognising that the environment is as equally an important consideration as those of economics and social.



Planting on Shepperton Rd

4.0 Town of Victoria Park Strategic Community Plan 2013-2028

In June 2013 a new *Strategic Plan* for the Town was adopted by Council. The Town of Victoria Park *Strategic Community Plan 2013-2028* sets out the most important directions for the Town, particularly in adopting an innovative program structure that focuses our efforts on achieving outcomes for the community that will ultimately improve the Town's quality of life.

It focuses on the achievement of outcomes, in particular projects that will both positively position the Town for the future and positively impact the present population's quality of life.

The Town of Victoria Park *Strategic Community Plan 2013-2028* comprises five program areas. Environmental activity is encompassed under the 'Renew Life' program, the objectives of which are:

1. Ensure parks and natural areas are provided to the best standard;
2. Ensure residents have safe, clean and attractive streetscapes;
3. Effectively manage, maintain and renew the Town's assets; and
4. Provide leadership on environmental, transport and infrastructure solutions.

The Environmental Plan is created under this last objective, supports the other objectives of the Town of Victoria Park *Strategic Community Plan 2013-2028*, and provides the means by which progress on the actions of the *Strategic Plan* can be reported.



Town of Victoria Park Administration Building

5.0 Guiding Documents

There are numerous forms of legislation, policies and strategies and agreements at various levels of control that are linked to environmental management. Being at the third tier of Government in Australia, Local Government must consider many different requirements including State, Federal and International policies and legislation.

Relevant Commonwealth and State policies, Legislation and Strategies, and International Treaties and Agreements, are listed in Appendix 1.

Policies, strategies and plans developed by the Town of Victoria Park that are relevant to environmental management within the Town are listed below.

- Town of Victoria Park *Plan for the Future 2011-2026*
- Town of Victoria Park *Strategic Community Plan 2013-2033*
- *Corporate Priorities 2007/08-2011/12*
- Town of Victoria Park *Greenhouse Gas Reduction Strategy (2003)*
- *Strategic Waste Minimisation Plan 2008-2013*
- *Storm Water Management Plan* (draft in progress)
- Town of Victoria Park *Remnant Bushland Management Plan (2004)*
- *Kensington Bushland Protection Study (2005)*
- *Sustainability Framework* (draft in progress)
- *Community Environmental Working Group – Work Plan (2013)*
- *WALGA Climate Change Declaration (2012)*


Albany Hwy

6.0 Key Stakeholders for the Town of Victoria Park

As environmental issues are not limited to Local Government boundaries, partnerships with external stakeholders are critical for the Town of Victoria Park to achieve positive environmental outcomes.

Some of the key stakeholders identified for environmental management in the Town of Victoria Park include:

- Residents and ratepayers;
- The Elected Members of the Council;
- Local businesses;
- State Government departments, including the Department of Parks and Wildlife (DPAW), Department of Environmental Regulation (DER), Department of Water (DoW), Department of Planning/West Australian Planning Commission, Swan River Trust, Water Corporation, Main Roads WA;
- Mindarie Regional Council (MRC);
- Neighbouring Local Governments and Regional Councils (e.g. Mindarie Regional Council, Eastern Metropolitan Regional Council);
- Environmental and 'Friends of' groups, including Perth Region NRM, South East Regional Centre for Urban Landcare and Two Rivers Catchment Group, Friends of GO Edwards, Friends of Kensington Bushland; Friends of Hill View Bushland;
- Local Indigenous communities;
- The Western Australian Local Government Association (WALGA);
- International Council for Local Environmental Initiatives (ICLEI);
- Registered environmental volunteers and general community members; and
- Staff of the Town of Victoria Park.

7.0 Environmental Management Structure

7.1 Community Environmental Working Group

The Community Environmental Working Group (CEWG) – formerly the Community Environmental Advisory Committee – plays a key role in facilitating integration of environmental considerations into the core business of the Town, and serves as the direct reporting link to Council.

The role of CEWG is to represent the community and provide input relating to environmental matters and community environmental education.

In accordance with the Town's environmental management and sustainability agendas, CEWG has assisted the Town by:

- Engaging and involving the community in environmental programs;
- Developing and implementing community education campaigns relating to local environmental issues; and
- Providing comment on key environmental policies, documents, reports and programs produced by the Town from a community perspective.

The Committee comprises elected members, Town of Victoria Park officers, local Friends groups, and individual community members.

7.2 Responsible Business Units

In 2009 the Town adopted a visionary and unique, to Local Government, program-based administrative structure to guide it over the next five years, which will be progressively reviewed. The five program areas focus on outcomes that will benefit the Town.

As mentioned in part 4.0 the Renew Life Program has primary responsibility for coordinating environmental management within the Town.

The Town's environmental staff are situated within the Park Life sub-Program of Renew Life. The focus of this program is the renewal of all Town assets to ensure they are sustained for future generations. Park Life has overall responsibility for the Town's *Environmental Plan*, as well as environmental restoration projects, the maintenance of natural areas and organisation of environmental events and education programs.

Environmental management may also be linked with the functions of other departments within the Town, as listed below:

- **Community Life**

  The Community Life program will focus on the development of a healthy community and strong neighbourhoods and build on the high level of diversity within the Town
- **Business Life**

  The Business life program will provide support and infrastructure to ensure that the Town can accommodate growth to achieve its goals.

  There will be a focus on the economic sustainability of the Town.
- **Built Life**

  The Built Life Program will promote the development of a high quality, sustainable built environment in the Town, by facilitating innovation in design and neighbourhood planning, and striving for excellence in the built environment.
- **Future Life**

  Future Life will develop and implement policies and procedures to ensure the appropriate development of the Town to ensure future demands are met.


Burswood

7.3 Environmental Policy

Whilst the Town of Victoria Park has always been proactive and supportive of the environmental enhancement activities, to date there has been no *Environment Policy* adopted. Such a policy would guide the Town's business decisions, and outline the Council's commitment to the development, implementation and continual review of the *Environmental Plan*.

To this end, it is recommended that this policy be developed and implemented.

7.3.1 Action Plan – New Actions

Action	Responsible Officer	Timeframe for implementation	Estimated Budget Cost	Key Performance Indicators
7.3.1.1 Prepare an *Environmental Policy* that is complementary to the development, implementation and review of the *Environmental Plan*	Environmental Officer	2013/14	Officer time	*Environmental Policy* is developed by June 2014



Schools planting program

8.0 Underlying Assumptions Behind the *Environmental Plan*

Four assumptions underpin the actions and strategies contained in the focus areas of the Town of Victoria Park *Environmental Plan*.

Partnerships / Relationships

To build partnerships, where appropriate, that will assist in achieving effective resource utilisation, completion of environmental actions and information sharing.

Education and Participation

To increase the community's capacity to appreciate and respond appropriately to environmental issues in the Town.

Regular Reviews

To conduct regular reviews of existing Town plans and the actions and strategies identified in this Plan to ensure relevance and continuous improvement.

Effective Implementation

To ensure that Town plans, strategies and actions continually enhance the Town's environmental position by being realistic and achievable.



Waste recycling program

9.0 Managing the Environment

Guided by the Town of Victoria Park *Strategic Community Plan 2013-2028*, the actions in the *Environmental Plan* are organised into the five focus areas. These focus areas have been identified as being the general areas of concern for the Town and the Town's community.

The Town has formulated high-level objectives for each of these focus areas, and a list of more specific actions that the Town will implement in order to achieve the objectives.

These environmental focus areas include:

- Climate change adaptation and greenhouse protection;
- Water management;
- Land management;
- Natural areas and biodiversity; and
- Solid waste management.

Actions associated with these focus areas are broken into 'continuing actions' (those actions which the Town has undertaken in the past and will continue to do so) and 'new actions'.

Each 'new action' has been assigned a timeframe, responsible officer and an estimated budget cost. Timeframes have been classified as:

- Immediate (to be completed in 2013/14)
- Short term (2014/15)
- Medium term (2015/16-2016/17)
- Long term (2016/17-2017/18).

The estimated costs for each action are presented at the end of each focus area section. This does not include 'ongoing actions' which are currently being undertaken and are included in existing budgets.

A significant but unquantified cost is related to officer time, which involves not only the activities of Environment staff, but also those identified as responsible officers.

9.1 Climate Change Adaptation and Greenhouse Protection

9.1.1 Objectives

- To promote the efficient use of energy and a reduction in greenhouse gas emissions
- To conduct community awareness programs to effect climate change action.

9.1.2 Enhanced Greenhouse Gas Effect

The 'enhanced greenhouse effect' (EGE) is a result of the high levels of greenhouse gases, such as carbon dioxide and methane, that are being released and accumulating in Earth's atmosphere. Much like the action of a greenhouse, this is inhibiting the release of heat from the atmosphere. The result is warming of the planet.

9.1.3 Climate Change

The current evidence suggests that the world's climate is changing. It is now widely accepted that human activities are contributing to global warming and climate change, which can produce significant physical effects.

Some of the effects from climate change are already happening; some are inevitable and will become more severe if humans do not modify their behaviour.

Since 1950 Australia has experienced a warming of 0.4 to 0.7°C, with more heatwaves, an increase in the intensity of droughts, extreme weather events and less rainfall in the South-West of Western Australia (*Intergovernmental Panel on Climate Change, 2013*). Australia is already experiencing impacts from recent climate change with increasing stresses on water supply and agriculture, and is expected to face more severe extreme events with more intense and frequent heatwaves, droughts, floods and storm surges.

The Town of Victoria Park recognises the significance of human-induced climate change, and acknowledges that mitigation and adaptation actions need to be undertaken to ensure the Town is well positioned to respond to the predicted impacts of climate change.

9.1.4 Previous Activity and Achievements

9.1.4.1 Reduction in Greenhouse Pollution

Greenhouse gas emissions can stem from several sources related to the Town's operations. These include energy use associated with Council buildings, streetlights, water pumping, Council fleet vehicles and plant emissions, as well as the breakdown of waste resulting in methane generation.

In the past the Town of Victoria Park has been involved in the International Council for Local Environmental Initiatives' (ICLEI) *Cities for Climate Protection* (CCP) *Program*, having achieved Milestones One – Five. Under this program, an inventory and forecast of Council and community greenhouse gas emissions had been produced; a reduction target for the corporate and community sectors of the Town has been set; a *Local Action Plan* for greenhouse gas reduction had been developed (the *Greenhouse Gas Reduction Strategy 2003*); and many of the strategies set by the Plan to reach its determined targets implemented.

Some of the major actions and associated greenhouse gas reductions achieved by the Town through the CCP program are outlined in Table 1.

Table 1: Major actions and associated greenhouse gas reductions achieved through the CCP program the Town of Victoria Park

Action	Annual Greenhouse Gas Savings (CO^2)
Mulching Street Tree Clippings	1592 Tonne
Carbon Neutral Biosequestration for Fleet*	174 Tonne
Purchasing of 10% Green Power for the Administration Building, Aqualife, Library and Depot	80 Tonne
Changing to LCD Screens/activating Energy Star	30 Tonne
Installation of timers on appliances	13 Tonne
Down-sizing some fleet vehicles from 6cyl to 4cyl	4 Tonne
Changing to Metal Halide globes on new streetlights:	1 Tonne

***Biosequestration – this saving is unable to be recognised by CCP as the methodology used to calculate by Carbon Neutral is not currently accepted by the AGO.**

Unquantifiable savings include:

- Staff Multi-riders (free for company travel and lunchtime use)
- Staff Pool Bikes (available for use for short trips rather than the car)
- TravelSmart Cycle 100 program – earn a free bike from the Town
- Motion Sensors for turning lights on and off in some office areas
- Upgrading reticulation bores to more efficient models
- Undertaking energy audits of office buildings

Our Community Greenhouse Abatement actions have been:

- The Save Water & Power Program
- TravelSmart Walking School Bus
- Cost Price Composters and Worm farms
- TravelSmart Households
- Living Smart Program

The completion of CCP provided a valuable indicator of how the Town was progressing towards our reduction goal to cut greenhouse gas emissions by 25% of 1996 levels, by 2010.

The 2005 re-inventory of the Town's corporate and 2001 re-inventory of community greenhouse gas emissions showed overall increases of 24% (corporate) and 4.5% (community), respectively, in CO^2 emissions within the Town. Whilst this was not the trend towards decrease that was hoped for, the Town has been in a state of growth for many years, and had the Town not undertaken the actions it had, the emissions would likely have been significantly higher.

Whilst not all of the actions have been implemented, the Town has nonetheless made progress in emissions abatement.

The Council continues with its commitment to achieve further abatement. In 2009/10 the Town joined the WALGA Emissions Reporting Platform, provided by Greensense Climate Change Consulting; not only filling the gaps left behind by the de-funding of the CCP Program, but also providing a basis for future reporting with regards to compliance with the National Greenhouse Emissions Reporting System (NGERS).

However, there are further opportunities for the Town to address climate change adaptation and greenhouse protection. These include:

- Commitment to formal emissions reporting (e.g. annually using data from the emissions reporting platform); and
- Development of a new carbon emissions reduction strategy.

In the interest of promoting active, sustainable travel, the Town is establishing a further *TravelSmart Workplace Program*.

9.1.4.2 Energy Management

The Town sources its energy from a combination of suppliers, including Western Power, Alinta and (more recently) Perth Energy, which includes renewable energy sources. A solar hot water system is used for heating pool water at Aqualife. The Town is also investigating the installation of solar thermal systems in further facilities in future.

The Town works in partnership with the *Switch Your Thinking!* (SYT!) program to deliver staff and community education and awareness initiatives, implement measures that aims to save energy, water and operating costs, and reduce greenhouse gas emissions. Recent initiatives have included the energy-saving Greenlight Schools program, Switched on Staff program and the Rewards for Residents Scheme, which offers discounts to residents on a range of sustainable products.

Other community programs with a focus on energy reduction for which the Town has been engaged have included the Local Centres Program, Living Smart, the Energy Actions program and the provision of home energy audits, and events such as the Green Skills workshop series.

Staff energy reduction initiatives driven within the Town have included a staff manual, energy conservation presentations, and energy audits of some high consuming facilities such as the Administration building, Leisurelife and Aqualife, with associated retrofitting.

The Town should continue to undertake energy audits on high use facilities, and associated energy efficiency retrofits.

9.1.4.3 Fleet

To date the Town has been involved on an annual basis with the Carbon Neutral Program to offset carbon dioxide emissions from the Town's light vehicle fleet. This offset has primarily been derived through native tree planting within Western Australia.

Carbon emissions from a fleet can account for up to 40% of the entire greenhouse emissions for local councils. There is therefore significant potential to reduce carbon emissions through implementation of fleet related actions.



Albany Highway, Victoria Park

9.1.5 Continuing Actions

Action	Responsible Officer	Timeframe for implementation
9.1.5.1 Continue to participate in 'Men of the Trees' Carbon Neutral program to offset carbon emissions from Council's light vehicle fleet.	Environmental Officer	2013/14
9.1.5.2 Continue to participate in the *Emissions Reporting Platform* for Local Government hosted by Greensense	Environmental Officer	2013/14
9.1.5.3 Continue to participate in the *Switch Your Thinking!* Program.	Environmental Officer	2013/14
9.1.5.4 Continue to promote cycling as an alternative method of transport, including providing bicycles for staff use; and encouraging cycling within the Town.	Transport Officer	2013/14
9.1.5.5 Continue to encourage energy efficiency of residents and businesses through Switch Your Thinking! Program, community information sessions and advertising in local media.	Environmental Officer	2014/15
9.1.5.6 Continue to undertake energy audits on high use facilities, and associated energy efficiency retrofits.	Environmental Officer	2015/16

9.1.6 New Actions

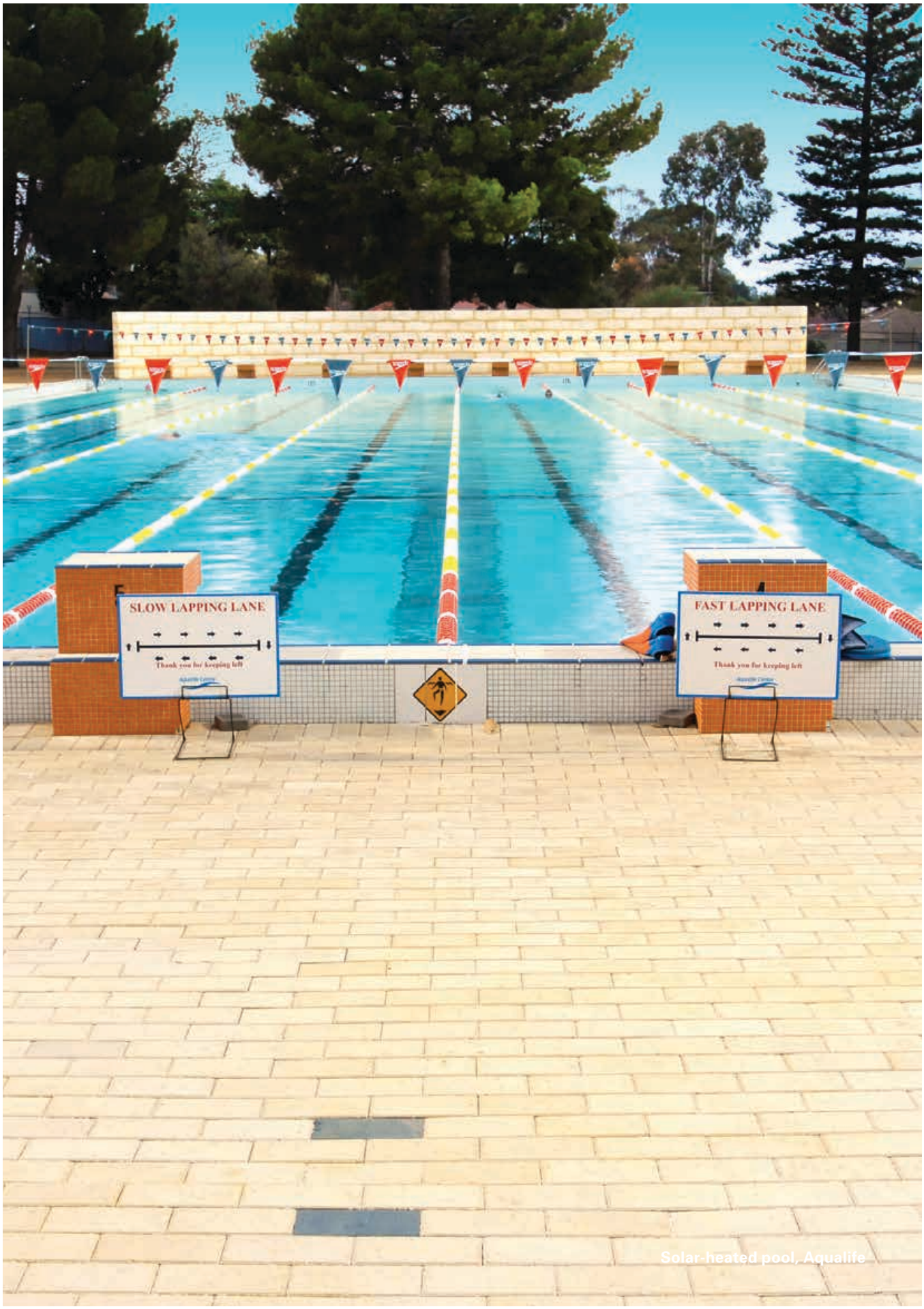
Action	Responsible Officer	Timeframe for implementation
9.1.6.1 Develop/implement *TravelSmart Workplace Program*	Traffic/Transport Officer – Street Life	2013/14
9.1.6.2 Develop a green purchasing policy which encourages purchase of the most suitable product with the least possible impact on the environment*.	Environmental Officer; Business Unit Manager – Fleet; Business Unit Manager - Assets; Business Unit Manager – Finance	2013/14
9.1.6.3 Review the *Greenhouse Gas Reduction Strategy 2003* and identify any relevant actions that remain incomplete.	Environmental Officer	2013/14
9.1.6.4 Investigate new energy efficient technology when replacing assets such as lights, HVAC systems and pumps.	Environmental Officer; Business Unit Manager – Assets	2013/14
9.1.6.5 Promote the use of electric vehicles, particularly scooters, rather than conventionally-fuelled vehicles	Transport Officer; Environmental Officer	2013/14
9.1.6.6 Development of a new *Carbon Emissions Reduction Strategy*.	Environmental Officer	2014/15
9.1.6.7 Actively investigate and engage in development of a *Climate Change Adaptation Strategy*.	Environmental Officer	2014/15
9.1.6.8 Purchase a percentage of renewable energy for street lighting and highest electricity consuming buildings.	Business Unit Manager – Assets; Environmental Officer	2014/15

Estimated Budget Cost	Key Performance Indicators
$6,000	Subscription renewed annually. Trees (as calculated by Carbon Neutral) planted to offset vehicle emissions each year.
$3,500; Officer time	Subscription renewed annually. Progress reported annually.
$5,000; Officer time	'Switched On Staff', 'Switched on Recycling' and Rewards For Residents Programs delivered by June 2014.
$9,500 (as part of TravelSmart Workplace); Officer time	Progress reported annually.
TBC: Officer time	Switch Your Thinking/Community information sessions held. Local media distributed. Progress reported annually.
$3,500; Officer time	Energy Audits completed for each identified high consuming site by June 2016.

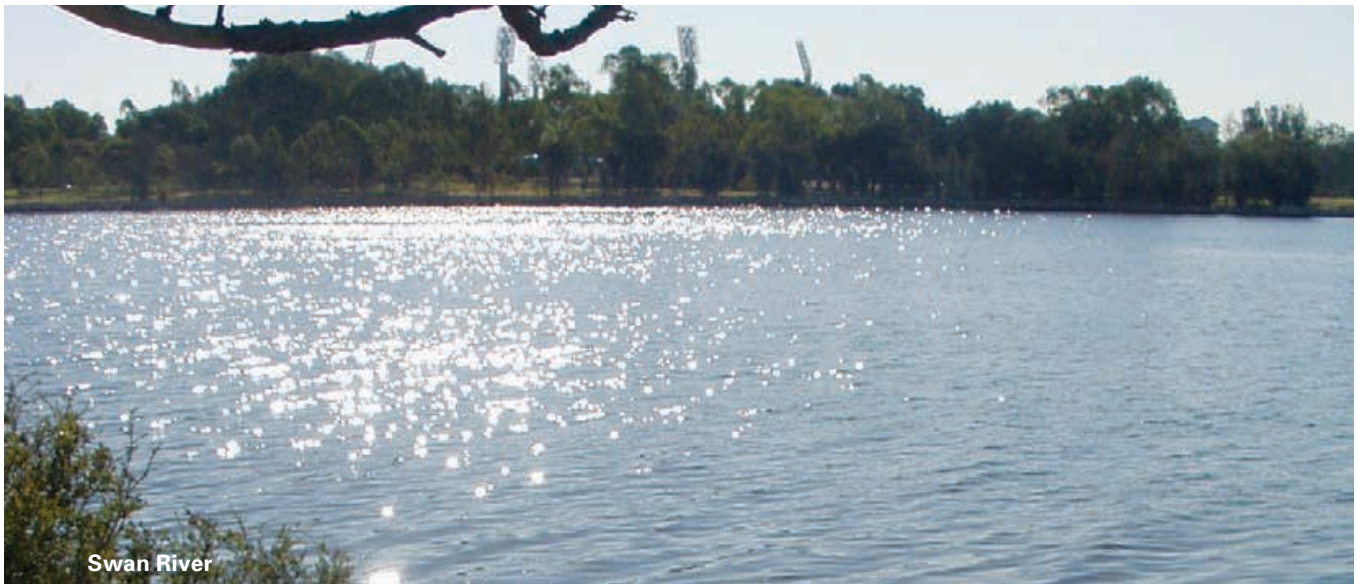
Estimated Budget Cost	Key Performance Indicators
$9,500; Officer time	*TravelSmart Workplace* integrated into Town by June 2014.
Officer time	*Green Purchasing Policy* is developed by June 2014.
Officer time	*CCP Local Action Plan* reviewed by June 2014 and remaining actions to be implemented identified.
Officer time	Energy efficient technology installed in Council facilities and community centres
Officer time	Number of promotional/training sessions undertaken.
TBC; Officer time	*Carbon Emissions Reduction Strategy* developed by June 2015.
Officer time	*Climate Change Adaptation Strategy* developed June 2015.
TBC Within existing building maintenance budgets	The Town utilises at least 15% renewable energy in street lighting and high-use community facilities.

***The Town currently has no sustainable (green) purchasing policy. Whilst an explicit policy requirement is made that Rainforest timbers shall not be used in any construction or building project undertaken wholly or jointly by the Town (Policy BLDG3), there is no green purchasing policy which encourages purchase of the most suitable product with the least possible impact on the environment.**

Due to accounting for a significant proportion of the Town's emissions, such a policy should be inclusive of fleet vehicles. Council fleet vehicles with a minimum 3 star rating in the Australian Government's *Green Vehicle Guide* should also be selected, where possible, taking into account the 'greenhouse' rating to minimise CO^2 emissions.



Solar-heated pool, Aqualife


Swan River

9.2 Water Management

9.2.1 Objectives

- To protect, conserve and enhance surface and groundwater resources to achieve high quality natural water resources.
- To conduct community awareness programs to ensure sustainable water usage.
- To ensure that stormwater is managed effectively.

The Town of Victoria Park contains some significant water resources in the form of the Swan and Canning River system, groundwater resources and a lake system (in the form of G.O. Edwards Park). The urban activity that occurs adjacent to such water bodies impacts heavily on water quality, which can have significant effects on the ecologies contained within the water systems, as well as public health.

Trending declines in rainfall in the South-West of WA and subsequent water shortages are other issues which are a concern for the Town.

The Town of Victoria Park acknowledges the need to address these issues, primarily through its participation in the ICLEI (International Council for Local Environmental Initiatives) Water Campaign, as well as other initiatives, stormwater management, groundwater licensing and monitoring.

9.2.2 Previous Activity and Achievements

9.2.2.1 ICLEI Water Campaign

The ICLEI Water Campaign is a voluntary program run by the International Council for Local Environmental Initiatives (ICLEI) for Local Governments. The program assists local governments to manage their freshwater resources by reducing use and improving quality.

To participate in the program, councils must adopt a resolution, enforcing their commitment to complete the program's five performance milestones.

The milestones are:

1. Complete an inventory of water consumption and a water quality practices gap analysis.
2. Set goals to improve water management.
3. Develop a local action plan.
4. Implement the local action plan.
5. Complete a second inventory and report on progress.

Within each milestone, there are three modules for local governments to undertake. The modules look at:

Corporate:	What local governments can control within their own operations.
Community:	What local governments can influence in the community through land use planning, regulation and education.

The Town of Victoria Park joined the Water Campaign in 2005. It has completed Milestone One (inventory of water consumption and water quality), Milestone Two (Goal setting) and Three (*Local Action Plan*).

9.2.2.2 Stormwater Management Plan

Twenty-six major catchments have been identified within the Town of Victoria Park.

The Town has primarily sandy soils, has no major surface drainage lines and much of the area is internally drained, mainly to small sumps or compensating basins. There is little runoff from vegetated areas and runoff from roofs is typically infiltrated on-site, so the Town's drainage system has been developed to accommodate stormwater derived mainly from road reserves.

Development of drainage infrastructure in the past has primarily focussed on managing the threat of flooding. Management of water quality and adoption of improved stormwater drainage and management systems are increasingly becoming important and the Town needs to address these changes.

In order to minimise damage to the environment, the Town is investigating improved stormwater management practices. These practices aim to protect and enhance the Town's natural environment and to ensure protection of the ecological values of important environments that receive stormwater.

The Town has a *Stormwater Management Plan*, which outlines strategies for improving the water quality in our drains that eventually ends up in the Swan River.

The strategies included in the plan are:

- Planning and land use initiatives to address the effects of land development and land use on water quality (conditions for new developments etc.);
- Operations and land management such as waste collection and street sweeping reviewed to ensure that the best possible management is in place to protect our stormwater quality;
- Raising the awareness of the impacts that the community and business/industry has on local water quality; and
- Upgrading of stormwater infrastructure (kerbs, swales, constructed wetlands etc.).

9.2.2.3 Stormwater Monitoring

Complimentary to the *Stormwater Management Plan*, an extensive (three year) stormwater quality monitoring project was completed in 2009 in partnership with Department of Water and the South East Regional Centre for Urban Landcare (SERCUL).

The Town will be progressively implementing the recommendations stemming from this stormwater quality monitoring.

9.2.2.4 Stormwater Runoff Containment Policy

The Town has also developed a *Stormwater Runoff Containment Policy*, which requires that all stormwater falling on private land shall be contained within that land by means of a drainage system capable of effectively preventing the discharge of runoff onto adjacent private or public property.

Where there is concern regarding the pollution of the stormwater generated on such a property, the stormwater must be adequately treated and retained on site.

9.2.2.5 Freshwaters

River system / foreshore

The Swan-Canning River system passes through the Town. Several stretches of associated foreshore that occur within the Town include McCallum Park/Taylor Reserve, Belmont Park, Burswood Park and Balbuk Way.

Please refer to section 9.4 – Natural Areas and Biodiversity for information on these respective foreshore areas and future management considerations.

Lakes

The Town's major freshwater body is G.O. Edwards Park Lake. Located within G.O. Edwards Park, Burswood, the lake is some 30 years old, having been constructed upon the site of a former uncontrolled landfill in the 1970s as part of the 150 year celebrations for the State.

The site is now zoned 'Parks and Recreation' being occupied by parkland comprising the lake and approximately 10 hectares of open space, including large expanses of irrigated turf, some native garden beds and stands of mature trees. The lake has two islands and is understood to be fed by a groundwater source providing a year-round water supply.

Unlike many of Perth's ephemeral urban wetlands which dry out during summer, the lake at G.O. Edwards Park maintains a fairly constant water level throughout the year, even though water from it is used for irrigation. This, together with the fact that groundwater is suspected to be carrying nutrients into the system, is a major contributing factor causing algae outbreaks in this lake, including the presence of toxic blue-green algae. Water quality must be managed during the summer when outbreaks of algal blooms occur.

Phoslock Applications

In recent years the Town has seasonally applied Phoslock to G.O. Edwards Lake, in an effort to bind nutrients in the water column and reduce the instance and/or severity of algal blooms. This has worked successfully to date.

Longer term, more holistic solutions to prevent algal blooms will be explored through the *Water Quality Improvement Plan*.

Water Quality Improvement Plan

A *Water Quality Improvement Plan* (WQIP) has been developed to identify the characteristics and current condition of the site, determine potential causes of poor water quality and develop a 'toolbox' of actions including Water Sensitive Urban Design (WSUD) 'Best Management Practices' (BMPs) that would be suitable and viable for consideration at G.O. Edwards Park.

Concept Plan

Complimentary to the WQIP, a landscape concept plan to enhance the G.O. Edwards community park is in development. The intent of the landscape design is to protect the natural environment and existing function of spaces, whilst taking into account the opinions, needs and requirements of the local council, various stakeholders, the community and local school groups.


Sprinkler dripper system

9.2.2.6 Irrigation

- The majority of irrigation for Public Open Space is sourced from groundwater or stormwater. The Town coordinates the irrigation systems remotely, as well as on-site. There are less than five small neighbourhood parks where scheme water is used to irrigate the turf twice weekly as a maximum. Bore water is used instead to irrigate the rest of the reserves, with the exception of Taylor Reserve and McCallum Park, which are irrigated using reclaimed stormwater.
- In 2007/08 the Town developed a *Water Conservation Plan*, a requirement through the Department of Water (DoW) that will help the Town conserve groundwater and improve water use efficiency so that public open space can be managed under the drier and warmer conditions we are experiencing with climate change.
- In complying with the DoW's groundwater bore licence, the Town undertakes monthly monitoring of abstraction rates for bores with flow meters and annual water quality testing for nutrients, pH and salinity.
- When establishing new plants, the Town uses Terracottem, a soil conditioner that is designed to improve the water and nutrient retention capacity, reducing the need for irrigation.
- In an effort to reduce the risk of nutrient leaching to the river system, the Town does not apply fertiliser on foreshore reserves, unless it is slow release, and the fertiliser regime is minimal.
- Wetting agents, and fertilisers with Grosorb are used to maximise the water available to the turf, and to reduce water usage and leaching.
- Hydrozoning on Harold Rossiter Reserve. Hydrozoning is the practice of establishing separate areas or zones to receive different amounts of water. By splitting the dedicated zones up irrigation can be arranged on a 'micro' level, resulting in the park as a whole utilising less water while still providing great amenity for all its many users. Hydrozoning can be roughly expected to drop annual water usage for a reserve by about 20% (Hydrozoning fact sheet, DoW 2007).

9.2.3 Continuing Actions

Action	Responsible Officer	Timeframe for implementation
9.2.3.1 Continue to participate in the ICLEI Water Campaign.	Environmental Officer	2013/14
9.2.3.2 Continue to undertake and pursue sustainable irrigation practices.	Business Unit Manager – Parks	2013/14
9.2.3.3 Implement the *Stormwater Management Plan*.	Business Unit Manager – Street Improvement; Environmental Officer	2013/14

9.2.4 New Actions

Action	Responsible Officer	Timeframe for implementation
9.2.4.1 Encourage schools to participate in the Water Corporation's *Waterwise Schools* program.	Environmental Officer	2014/15
9.2.4.2 Conduct an annual review of scheme water consumption in Council buildings and facilities, through data from Water Corporation, and investigate changes in annual water use of >15% for each facility.	Environmental Officer; Business Unit Manager – Assets	2014/15
9.2.4.3 Participate in the Water Corporation's *Waterwise Council Program.*	Environmental Officer; Business Unit Manager – Assets	2014/15
9.2.4.4 Consider promoting the re-use of grey water within the Town (e.g. through application rebates)	Environmental Officer; Environmental Health Officers	2014/15
9.2.4.5 Conduct a water audit of one high scheme water consuming site (as identified through the Water Campaign) each year from 2013/14.	Environmental Officer; Business Unit Manager – Assets	2015/16-2016/17
9.2.4.6 Create passive reserves and landscaped areas with waterwise plant species that have a low water requirement.	Environmental Officer; Business Unit Manager – Parks	2016/17-2017/18
9.2.4.7 Reduce the amount of irrigated turf area throughout the Town and replace with local native plants with low water requirements.	Environmental Officer; Business Unit Manager – Parks	2016/17-2017/18
9.2.4.8 As the need arises, replace all old, inefficient water consuming fittings within Council owned or managed facilities (e.g. single flush toilets) with water efficient, Water Efficiency Labelling Standard (WELS) rated fittings.	Business Unit Manager –Assets	2016/17-2017/18
9.2.4.9 Implement planned Natural Areas and Friends of G.O. Edwards actions.	Environmental Officer; Business Unit Manager – Parks	2016/17-2017/18
9.4.2.10 Implement the *GO Edwards Concept Plan* and *Water Quality Improvement Plan* with the development of a Detailed Design.	Environmental Officer; Business Unit Manager – Parks	As per GO Edwards Concept Plan and Water Quality Improvement Plan

Estimated Budget Cost	Key Performance Indicators
$15,500	Water Action Plan adopted by Council; Actions start to be implemented by June 2013/14. Progress reported annually.
Officer time	Progress reported annually.
Within existing Street Life budget	Actions within the Stormwater Management Plan implemented by June 2018. Progress reported annually.

Estimated Budget Cost	Key Performance Indicators
Officer time	All schools engaged in the Waterwise Schools program by June 2015.
Officer time	Progress reported annually.
Officer time	Town of Victoria Park engaged in the Water Council Program by June 2015.
$120/application; Officer time	Residents installing greywater systems within the Town.
Officer time	Water Audits completed for each identified high consuming site by June 2016.
TBC Within existing Park Life budget; Officer time	Progress reported annually.
TBC Within existing Park Life budget; Officer time	Progress reported annually.
TBC Within existing building maintenance budgets	Water efficient fittings installed within Council buildings and community facilities.
TBC Within existing Park Life budget; Officer time	Progress reported annually.
GO Edwards Water Quality Improvement Plan total investment = $375,000; GO Edwards Detailed Design = $30,000	Progress reported annually.

9.3 Land Management

9.3.1 Objective

- To incorporate environmental considerations into land approval and planning processes.

In the Town of Victoria Park there is a diversity of natural and built environments including: lakes; bushland; foreshore reserves; residential areas; commercial precincts; and, dry and reticulated parks. All of these areas contribute to the Town's overall environment.

The Town must respond appropriately to the predicted continued rapid population growth, and associated increase in population density. This represents challenges such as fragmentation of natural areas and loss of biodiversity.

The Town has responsibility to ensure that these land uses can exist in harmony – that development of land will have a minimal negative impact on the natural immediate environment. It recognises the importance of ensuring that environmental issues are considered in the land use planning and development control process. In this way, the Town can minimise the environmental impacts of the built environment.

9.3.2 Previous Activity and Achievements

The Town of Victoria Park is currently involved in the following activities and projects to progress toward achieving objectives:

- Prevent removal and/or damage to street trees when conducting Council construction works through modification of design.
- For new developments, plans are checked prior to the issue of a building licence to ensure the retention of street trees wherever possible, and if required, a replacement tree installed.
- The Town's *Design Guidelines for Developments with Buildings Above Three Storeys* provide a planning and design framework for any development incorporating buildings above three storeys, and seek high quality designs that include environmentally sensitive design principles.

Note: The scale of developments that typically occur within the Town are generally small. Consequently, there has been little avenue for incorporation of water sensitive urban design principles and best practice management initiatives. Council is bound by the requirements of the Building Code of Australia.

- Provide copies of *'Grow Local Plants'* and *'Your Street Verge: Sustainable Landscaping Guide'* brochures to residents to encourage the establishment of local, native plants.
- Scheduling installation of street trees in new developments to occur after building construction has been completed, to avoid issues with removal/damage.
- Respond to water quality issues such as unauthorised discharges, disposal of liquid waste and erosion/sedimentation, utilising the *Environmental Protection (Unauthorised Discharges) Regulations 2004* and *Health Local Law 2003*.

There are also a range of environmental initiatives affecting land which are being promoted outside of Local Government and for which the Town of Victoria Park has a supporting and management role. Such State Government initiated issues include the management of contaminated sites and acid sulfate soils.

9.3.2.1 Contaminated Sites

Under the *Contaminated Sites Act 2003*, any known or suspected contaminated sites are to be reported to the Department of Environment Regulation (Formerly Department of Environment and Conservation) by the owner, occupier, person who caused the contamination, or contaminated sites auditor. The identification of sites will require an investigation into a range of issues related to past history and land use activities undertaken at the site.

Local governments are responsible for identifying and reporting contaminated sites for all land they own or control, including crown land vested with the Council. The classification of sites will be undertaken by the Department of Environment Regulation (DER) based on seven classifications related to risk posed to human health and/or the environment, namely:

- report not substantiated;
- possibly contaminated – investigation required;
- not contaminated – unrestricted use;
- contaminated – restricted use;
- contaminated – remediation required;
- remediated for restricted use; and
- decontaminated.

The Town of Victoria Park has initiated investigations of contaminated sites for land held under freehold title or under its control. These sites, their status, and the proposed future planning for these sites, are outlined below:

Kent St (Kent St Sandpit)

The site was declared a contaminated site by the DER in 2009, and to date the Town has undertaken several site investigations. The Town shall be undertaking further investigation in order to have the classification of the site changed.

The Town wishes to convert Kent St Sandpit to a revegetated, passive public open space, as per the recommendation of the *Kensington Bushland Protection Study* (see section 9.4 Natural Areas and Biodiversity).

The opportunity exists for this site to be a substantial asset to the community. Increased passive public open space will reduce the demand on Kensington Bushland and provide space for remnant vegetation.

George St Reserve

Located adjacent to Kensington PCYC/Harold Rossiter Reserve/Kensington Bushland/Kent St sandpit, George Street Reserve was declared a contaminated site in 2007 and a contaminated site investigation was undertaken by the Town in 2009. Subsequent to the investigation, the site was reclassified to 'Contaminated – Restricted Use' by the then Department of Environment and Conservation.

A revegetation concept plan has been endorsed by the Council which will see the reserve cultivated into bush land, and integrated with the reserve with the adjoining 'Bush Forever' bush land of Kensington Bushland.

GO Edwards Park

As identified in section 9.2 Water Management, G.O. Edwards Park was constructed upon the site of a former uncontrolled landfill in the 1970s. The pollutants contained within the landfill material may be influencing lake water quality.



Swan River – aerial view

9.3.2.2 Acid Sulfate Soils

Acid Sulfate Soils (ASS) are soils and sediments that contain iron sulfides. They occur naturally in Western Australia and are harmless when left in a waterlogged, undisturbed environment.

However, when exposed to air, through drainage or excavation, the iron sulfides in the soil react with oxygen and water to produce iron compounds and sulfuric acid. This acid can release other substances, including heavy metals, from the soil and into the surrounding environment and waterways.

Off-site impacts include:

- fish kills;
- damage to fisheries and aquaculture industries;
- harm to tourist resources such as fishing grounds, swimming areas and recreational waterways; and
- damage to infrastructure – corrosion of concrete and steel pipes, building foundations and bridges.

Activities with the potential to disturb ASS must be managed carefully to avoid environmental harm.

ASS are widespread in low-lying coastal areas of Western Australia. Potentially, ASS comprise a significant proportion of land within the Town district. According to mapping undertaken by the then Department of Environment and Conservation, much of the Town sits on land with high-moderate risk of ASS (See figure 1 below).

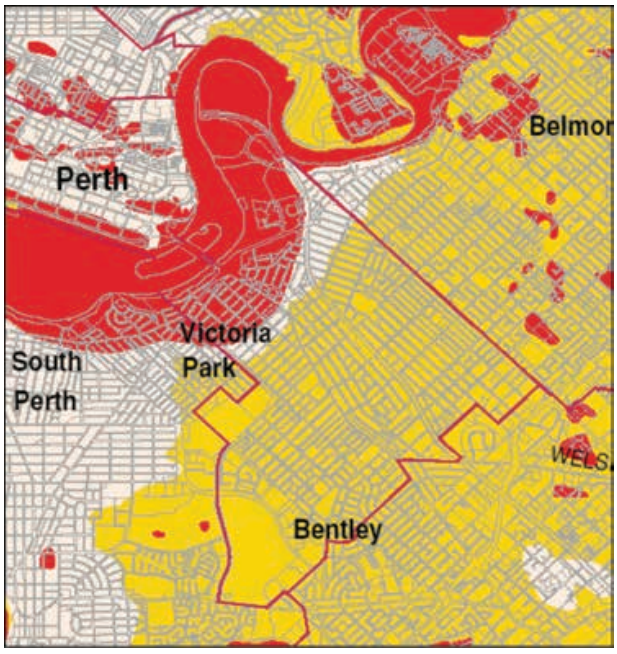


Figure 1 – Map of Acid Sulfate Soils within the Town of Victoria Park



Soil testing

It is necessary for the Town to understand and utilise planning precautions to avoid expensive treatments, loss of value and potential litigation associated with damage caused.

The Department of Planning and the DER have a number of guiding documents on the management of ASS, including:

- *Planning Bulletin 64/2009 Acid Sulfate Soils* (Department of Planning), which provides advice and guidance on matters that should be taken into account in the rezoning, subdivision and development of land that contains acid sulfate soils;
- *Acid Sulfate Soils Planning Guidelines* (Department of Planning), which outline the range of matters which need to be addressed at various stages of the planning process; and
- *Treatment and Management of Soils and Water in Acid Sulfate Soil Landscapes*, which provides technical and procedural advice to avoid environmental harm and to assist in achieving best practice environmental management in areas underlain by ASS.

The Town gives due consideration to the above guidance, and must continue to do so. The risk of exposure of actual or potential ASS is considered for all developments. For subdivision, strata and individual developments in high risk areas where excavation is proposed, an ASS self-assessment form is required by the Town to be submitted to the DER before any site works are commenced. Where the self-assessment requires a management plan to be submitted, all site works are to be carried out in accordance with the approved management plan.

With respect to development undertaken by the Town itself, in most cases this does not involve deep excavation, which generally means that disturbance of ASS is avoided.

9.3.3 Continuing Actions

Action	Responsible Officer	Timeframe for implementation
9.3.3.1 Prevent removal and/or damage to street trees when conducting Council construction works through modification of design.	Business Unit Manager – Parks; Business Unit Manager – Street Improvement	2013/14
9.3.3.2 For new developments, check plans prior to the issue of planning approval, and schedule installation of street trees in new developments to occur after building construction has been completed, to ensure the retention of street trees wherever possible.	Business Unit Manager – Parks; Business Unit Manager – Planning	2013/14
9.3.3.3 Make available copies of '*Grow Local Plants*' and '*Your Street Verge: Sustainable Landscaping Guide*' brochures to residents to encourage the establishment of local, native plants.	Business Unit Manager – Parks ; Environmental Officer; Park Life Technical Officer	2013/14
9.3.3.4 Respond to water quality issues such as unauthorised discharges, disposal of liquid waste and erosion/sedimentation, utilising the *Environmental Protection (Unauthorised Discharges) Regulations 2004* and *Health Local Law 2003*.	Business Unit Manager – Health	2013/14
9.3.3.5 Develop guidelines for on-site sustainable landscaping, road reserves and parklands	Business Unit Manager – Parks ; Environmental Officer; Park Life Technical Officer	2014/15

Estimated Budget Cost	Key Performance Indicators
Officer time	Street trees retained in all Council construction.
Officer time	Street trees retained in all developments.
Officer time	Brochures placed on Town website by June 2014.
Officer time	Progress reported annually.
Officer time	Guidelines developed by June 2015.

9.3.4 New Actions

Action	Responsible Officer	Timeframe for implementation
9.3.4.1 Undertake detailed site investigation on Kent St Sandpit in order to change the classification of the site (to 'Contaminated – Restricted Use') and enable conversion to passive recreation	Environmental Officer; Business Unit Manager – Parks; Executive Manager Parks	2014/15
9.3.4.2 Integrate the EMRC/Swan River Trust (2008) *Guidelines for Managing Small to Medium-Size Industry* into Town planning and procedures.*	Environmental Officer; Business Unit Manager – Planning	2015/16-2016/17
9.3.4.3 Integrate the EMRC/Swan River Trust (2008) *Erosion and Sediment Control Local Planning Policy and Guidelines* into Town planning and procedures **	Environmental Officer; Business Unit Manager –Planning	2015/16
9.3.4.4 Implement DER recommendations regarding the Kent St Sandpit.	Environmental Officer; Business Unit Manager – Parks	2015/16-2016/17
9.3.4.5 Convert Kent St Sandpit to a revegetated, passive public open space.	Environmental Officer; Business Unit Manager – Parks	2016/17-2017/18
9.3.4.6 Implement *George St Reserve Concept Plan*	Environmental Officer; Business Unit Manager – Parks	2016/17-2017/18
9.3.4.7 Consider the establishment of a Business Environmental Assessment Project and recognition program for businesses demonstrating 'best practice'	Environmental Officer	2016/17-2017/18

*** Small to medium-size industries within the Town have the potential to contaminate water resources through litter water discharge, surface runoff or accidental spills of hazardous chemicals. These guidelines address Best Management Practices for light industry to ensure that risks to stormwater and receiving water quality are minimised.**

**** The control of erosion is important to prevent sediment entering surface water runoff. As well as filling river pools, sediment carries with it nutrients such as phosphorous. This guideline outlines soil conservation and site management techniques should be employed wherever there is soil disturbance and potential for erosion such as road and building construction.**

Estimated Budget Cost	Key Performance Indicators
TBC Within existing Park Life budget; Officer time	Classification of the site changed to 'Contaminated – Restricted Use'
Officer time	Guidelines integrated into Town planning and procedures by June 2016.
Officer time	Guidelines integrated into Town planning and procedures by June 2016.
TBC – Within existing Park Life budget; Officer time	Recommendations implemented by June 2017 (pending change of classification of Kent St Sandpit by DER to 'Contaminated – Restricted Use').
TBC Within existing Park Life budget	Conversion completed by June 2017.
$478,000; Officer time	*George St Reserve Concept Plan* implementation Stage 5-6 completed by June 2017.
$5,000; Officer time	Number of audits completed as part of the Business Environmental Assessment Project



Banksia

9.4 Natural Areas and Biodiversity

9.4.1 Objective

- To ensure the effective maintenance, protection and enhancement of the Town's biodiversity.

Biodiversity is the number and variety of organisms within one region, including the variability within and between species and within and between ecosystems. The Town of Victoria Park is committed to conserving its current biodiversity and seeks to further improve upon areas where biodiversity may be increased through innovative environmental projects.

9.4.2 The Natural Environment

9.4.2.1 Geomorphology and soils

The majority of the Town of Victoria Park is located within the Bassendean Dune System of the Swan Coastal Plain. There are also areas of Spearwood Dune System, River Terraces and River Floodplains.

9.4.2.2 Vegetation Communities

Within the Town of Victoria Park there are three vegetation complexes; the Bassendean the Swan and the Vasse. The majority of the Town is located within the Bassendean Vegetation Complex.

The Bassendean System stretches discontinuously for the whole length of the Swan Coastal Plain from Moore River to Dunsborough. The vegetation varies from Jarrah (Eucalyptus marginata), Sheoak (Allocasuarina sp.) and Banksia sp. woodland; Melaleuca sp. (Paperbark and Honey Myrtle) low woodland; to sedge lands on the moister sites. It is generally covered by low woodland dominated by Banksia, Pricklybark (Eucalyptus todtiana) and Christmas Tree (Nuytsia floribunda), with a dense understorey. Woollybush (Adenanthos sp.) is also a characteristic shrub of the Bassendean sands.

The high level of species diversity found growing on these sands is of ecological importance for overall biodiversity of the area.



Kensington Bushland

Bushland

The Town of Victoria Park covers 17.62 km^2, of which 100ha is zoned as parks, with 22.4ha as bushland.

The Town of Victoria Park has largely been cleared for urbanisation and only contains two small bushland reserves, with the remaining sites with indigenous flora largely consisting of individual trees or small stands on roadsides, parks and sumps. 39 sites in the Town have been identified as containing some remnant native vegetation including:

- Four bushland sites;
- Nine parks;
- Nine street trees; and
- 17 sumps.

The remaining vegetation is an ecologically and culturally valuable asset to the Town of Victoria Park. Remnant vegetation in both bushland blocks and single trees can provide various resources for a number of fauna species, and can also be a seed source for future rehabilitation sites.

Bushland sites that occur within the Town of Victoria Park include: Kensington Bushland; the Kent Street Sand Quarry; Kensington PCYC site and Hillview Community Bushland. All the sites are located in Parks and Recreation Reserves identified in *Town Planning Scheme No. 1*. Each of these reserves are described in detail within the *Remnant Vegetation Management Plan* (Town of Victoria Park, 2004).

Kensington Bushland

Kensington Bushland Reserve is a 9ha bushland remnant in the Town of Victoria Park, Perth, Western Australia.

The reserve is the best-preserved remnant urban bushland between the Swan and Canning Rivers, and is recognised by the State Government as a 'Bush Forever' site. Much of the bushland has been rated as being in very good to excellent condition.

Kensington Bushland is a typical jarrah-banksia woodland on Bassendean Sand, in that the canopy is dominated by just a few species, particularly Eucalyptus marginata, E. todtiana, Banksia attenuata, B. ilicifolia, B. menziesii, Nuytsia floribunda and Allocasuarina fraseriana. The greatest species diversity is in the understorey, with in excess of 150 native species, including 19 species of orchid.

9.4.2.3 Fauna

The opportunities for native animals to survive in Victoria Park are diminished by the degree of land clearing and presence of predators and competitors such as cats, foxes, rats and mice. The small size of the remaining bushland affects the amount of resources available to native animals but links between remnants facilitate migration that can increase the effective size of remnants and provide refuges during incidents such as fire.

The remaining bushland areas of the municipality provide a variety of food and shelter resources for birds, reptiles, amphibians and some mammals (e.g. bats, possums and introduced mammals). Scattered trees can also provide these resources, particularly for birds due to their high level of mobility. Different areas will provide resources for different species, such as wetter areas providing more resources for amphibians.

Long-necked Turtles (Chelodina oblonga) are one of the native reptiles surviving in the Town of Victoria Park. Long-necked Turtles are found at G.O. Edwards Park, as well as many permanent freshwater and seasonal swamps throughout the Perth region.

9.4.2.4 Foreshore

There are several stretches of foreshore found within the Town, including:

McCallum Park / Taylor Reserve

McCallum Park and Taylor Reserve form part of the passive recreation precinct extending along the Swan River foreshore from Burswood Park development through to the South Perth Esplanade. The park contributes significantly to the overall aesthetic statement formed by Eastern Gateway to the City of Perth.

The only River foreshore the Town currently holds the management for is located between the Causeway and the Department of Water buildings at the end of Ellam Street.

McCallum Park and Taylor Reserve provide recreation and leisure opportunities to a catchment area greater than the Town of Victoria Park. The Swan River foreshore is a natural attraction of the Town and neighbouring Councils, and the park therefore plays a significant role in attracting tourists to the Town. The park attracts large number of visitors during the staging of organised public events.

Balbuk Way

The Balbuk Way foreshore area covers the area of the Swan River foreshore from just north of the Goodwood Park boat ramp to just north of the boundary of the Belmont Race Course foreshore. Balbuk Way is a valuable recreational area for the local community and regional users.

Other areas of foreshore that occur within the Town that are currently vested with other authorities include Burswood Park and Burswood Peninsula.

Burswood Park / Burswood Peninsula

Burswood Park is another significant passive recreation reserve extending along the Swan River foreshore. This is managed by the Burswood Park Board.

Located within Belmont Park and managed by the Belmont Park Racecourse, Burswood Peninsula is a degraded stretch of foreshore with little/no access to the community.

9.4.2.5 Pressures

Major pressures on the natural environment within the Town of Victoria Park are:

- **Development**

Victoria Park is a rapidly developing area, which places increasing strain on local biodiversity and natural areas. With the scarcity of natural areas in a sea of urbanisation, this can easily lead to isolation of the remaining 'natural' areas, unless the Town's longer-term development plans look to maintaining and reinforcing links between these bushland/parkland.

- **Clearing and fragmentation**

Clearing across landscapes directly impacts on ecosystems with a direct loss of plant and animal species and destruction of habitat (SWAEI, 2006), and also leads to habitat fragmentation. Within fragmented landscapes, ecosystems face additional degradation due to the often small and irregular pockets remaining.

'Edge effects', such as weed invasion, are more pronounced on the edges of bushland, and the smaller the area the greater the effect. Fragmentation reduces the quality of habitat for individual species and isolates the species that live in an area. The ability of native animals and plants to disperse across landscapes is affected, as is the ability of populations to re-colonise areas after a disturbance. This generally results in the continuing loss of species across the wider landscape long after land is initially cleared.

- **Weeds**

Weed invasion within the Town of Victoria Park's natural areas varies to a great degree depending on past usage, past and present disturbance factors, fire frequency and surrounding land use. Weeds are a major issue for the natural areas and can become established through natural dispersal mechanisms such as being carried by the wind or via birds. Weeds can also become established wherever the environment is disturbed or altered, such as access for people, vehicles and animals or from landscaped environments.

- **Domestic and feral animals**

Some domestic animals, particularly unleashed dogs, can have a considerable impact in natural areas due to the potential to chase and harass native animals. Domestic cats are also known to affect wildlife populations when left to roam in natural areas.

- **Spread of pathogens**

Dieback (Phytophthora cinnamomi) is the most widely known pathogen of WA's bushland. Often introduced in mud or dirt from vehicles or equipment, the pathogen spreads through the soil via groundwater flow. Dieback is not known to be present in bushland within the Town of Victoria Park. Management measures must be maintained in order to minimise the risk of dieback spread into Victoria Park's bushland, as infection would severely reduce the conservation, scientific and educational value of these natural areas.

- **Human access**

With the urbanisation of Victoria Park, human access to natural areas through vehicles, bikes or pedestrians – particularly if uncontrolled – can be potential problems within natural areas. Vehicles in bushland can cause significant damage to landscapes through physical removal of remaining vegetation, soil compaction, introduction of dieback, soil disturbance. Other impacts include disturbance to fauna such as ground-nesting birds.

Uncontrolled pedestrian movement within natural areas can trample fragile vegetation, disturb the soil surface, and leave the area prone to erosion. In addition to physical damage and loss of biodiversity resulting from excessive tracking, there is a significant reduction in the aesthetic value of landscapes where access is uncontrolled.

- **Litter**

The effects of litter are widespread. Litter pollutes our environment, including our waterways – particularly after rain, where it risks getting flushed into these systems. Litter can also exist in the environment for long periods of time before degrading, thus the negative effects can be sustained.

- **Fire**

Fire has been significant in shaping the distribution and composition of much of Australia's native plants and animals.

However, whilst many flora and fauna have adaptations to enable them to regenerate naturally after fire, this is a disturbance that can increase weed invasion, leading to increased pressure on survival of native plants and animals.

9.4.3 Previous Activity and Achievements – Bushland

The Town has developed a *Remnant Native Vegetation Policy*, which guides the management of native remnant vegetation on any land owned by, vested in, or managed by the Town.

9.4.3.1 Remnant Vegetation Management Plan

In 2002, Council resolved to develop the *Remnant Vegetation Management Plan* for remnant native vegetation within the Town to ensure that it is protected and enhanced for the benefit of future generations.

Guiding the management and enhancement of the Town's remnant vegetation, 55 recommendations are identified in the *Management Plan* for staged implementation over several years including specific recommendations relating to individual projects and general recommendations for ongoing long-term management and protection of remnant native vegetation in the Town.

To date, management of the bushland areas and on ground works have been guided by the actions contained in the Plan, which have included signage, fencing, path upgrading, weed control, revegetation, fire and dieback management, flora and fauna surveying.

To date, the actions completed under this have included:

- Records including planting schedules, project mapping, a weed control calendar and maintenance schedules have been undertaken by the Natural Area's Team Leader.
- The Town has used the GIS (Intramaps) to monitor and control Caltrop in laneways, verges and vacant lots throughout the Town. The next priority should be the development of a GIS monitoring system for weeds and vegetation condition for ongoing monitoring and assessment of the Town's remnant bushland.
- An extensive species survey has been undertaken for Kensington Bushland. A more comprehensive survey of other natural areas, in particular for Hillview Bushland, will benefit any future rehabilitation works.
- Since 2009, all revegetation works for natural areas have utilised local site specific species sourced from provenance seed. Vegetation variation within bushland has been taken into account when planting out new project areas.
- Undertaking seed collection within the Town and use local provenance in revegetation wherever possible, particularly adjacent to bushland areas. To achieve this, most seed has been collected from Kensington Bushland. This limited seed source places limits of the extent of any future rehabilitation works and the diversity of future plantings. Therefore the Town should endeavour to identify more seed collection sites for natural rehabilitation.
- Liaise with school and community groups to maximise opportunities for education and participation in management. The Town of Victoria Park has actively involved and promoted the activities of the Friends of Kensington Bushland on key projects and maintenance days at Kensington Bushland, including the annual 'Grab-a-Gladdy Day'.
- Control access to Kensington Bushland through formal paths, access tracks and fences. Fencing and pathway installation are a proposed objective for Hillview bushland.
- Regularly prune along tracks to encourage the use of paths and discourage limbs being broken off plants.
- Undertake dieback assessment if suspicions arise of dieback infestations.

9.4.3.2 Kensington Bushland

In 2005 a study investigating the impacts of future uses of Council and private land surrounding the Kensington bushland was undertaken. The *Kensington Bushland Protection Study* makes several recommendations relating to future land uses of the surrounding areas, with the aim of maximising the long term protection of the bushland.

The Town's Natural Areas team with the support of the community have successfully implemented a number of key recommendations from the *Kensington Bushland Protection Study*, namely:

- Protect and revegetate the remnant vegetation on the Police and Citizens Youth Centre.
- Kensington Bushland Gap/Pathway. Restricting the number of trails through remnant vegetation areas by rehabilitating minor trails and providing set shared path for access between Kent St and George St.
- Harold Rossiter Buffer zones restorations. Infill plant the area between Harold Rossiter Park and the Kensington Bushland using local native species; (Ecologia 2005).
- Kent St, Etwell and Baron-Hay Crt verge restoration. Restoring the buffer between Kent St and the Kent St Sand Pit. (Ecologia 2005).

The primary ecological objectives of these projects and ongoing maintenance have been to increase the overall area of bushland and reduce its fragmentation, while providing access for the community to enjoy. Also by increasing the size of the management area surrounding remnant bushland, it provides a buffer protection from wind-borne weeds invading and degrading areas of higher conservation value.

The Friends of Kensington Bushland have also completed a 'virtual herbarium' for the bushland containing information on the flora species found in the reserve.

Provenance seed is collected from the Kensington Bushland and is used to propagate local native plants for revegetation projects within the Town.

A *Dieback Management Plan* and a *Bushfire Management/Recovery Plan* have also been developed for the site.

9.4.3.3 Sustainable Landscaping Policy and Strategy

In an effort to increase the use of native plants in parks and sumps and protect existing remnant vegetation in these areas. The Town has a *Sustainable Landscaping Policy and Strategy*. Projects that have commenced that fall under the *Sustainable Landscaping Strategy* are a demonstration garden and a street verge treatments guide ('*Your Street Verge Guide*').

Complimentary to this are improvements in Council's own landscaping practices and management of parks and streetscapes (to minimise the environmental impact from water and fertiliser use and increase biodiversity), as well as educating the community on these issues/encouraging them to adopt these practices on private property throughout the Town.

The Town's *Treeplan* also guides the management of trees within the public domain. It provided an effective framework in which to manage a hierarchy of trees, and includes informed and planned decision making rather than implementing reactive and ad-hoc initiatives.

The Town is now developing a new *Street Tree Master Plan* that will provide a structured basis on which to learn from past and current street tree management strategies as well as providing a sound platform on which to base future management of trees in the Town.

In partnership with our valued volunteers and other stakeholders, such as Two River Catchment Group, the Town has rehabilitated pockets of remnant bushland that have been reserved and restored ecological and biodiversity values. Some ecological restoration on drainage reserves and sumps under management of the Town has also been undertaken, to enhance biodiversity values.

The Town also has a dedicated Natural Areas Team Leader.

9.4.3.4 George Street Reserve

George Street Reserve is 27026m² of Crown Land and which is managed by the Town of Victoria Park. It is located adjacent to Kensington PCYC/Harold Rossiter Reserve/Kent St sandpit and Kensington Bushland (a Bush Forever site). It is currently an open space which is not a designated active recreation reserve and has no irrigation system in place. The site is contaminated from previous use as an uncontrolled landfill for a short period of time.

A contaminated site investigation was undertaken by the Town in 2009. Subsequent to the investigation, the site was reclassified to 'Contaminated – Restricted Use' by the then Department of Environment and Conservation.

It is anticipated that the George St Reserve will be cultivated into bush land, and integrated with the reserve with the adjoining Bush Forever bush land of Kensington Bushland (see attached for description of Kensington Bushland). The cultivation will be of local provenance stock, similar native plants to that which grows in the remnant bushland.

The Town plans to revegetate the site over the next 11 years and integrate this with the adjoining 'Bush Forever' bush land of Kensington Bushland.

This forms part of a staged 11 year plan for George St Reserve, together with Swan Coastal Plain and Bassendean Sands demonstration gardens, community education signage and a limestone walking trail.

9.4.3.5 Hill View Bushland

Hill View Bushland is a low Banksia woodland over a low heathland. The species composition is significantly different to Kensington Bushland due to its high elevation in the landscape. The bushland notably has fewer trees, yet is still highly diverse with over 60 species surveyed including the high priority taxa Dodonaea hackettiana.

As well as supporting its own ecosystem, the Hill View Community Bushland offers a feeding patch for native birds.

Hill View bushland has unfortunately seen canopy decline over the last 10 years. This site is in need of great attention to increase the quality and value of the vegetation on site.

Major projects that have been undertaken within this bushland include:

- As per the *Remnant Revegetation Management Plan*, the Natural Areas team has planted seedlings in bare areas, including near the entrances off Berwick Street and the northern corner of the reserve, as well as along tracks that should no longer be used.
- Undertaken ongoing weed control.
- A community art project jointly run by Community Arts Network, the Perth City Council, the National Trust, and the Friends group.
- Installation of bollards and edge planting to protect the vegetation, as well as some rehabilitation planting. The Friends group has planted thousands of plants and has a continuous protective role in rubbish removal, informal monitoring, and co-management with the Town of Victoria Park.

In recent years the Natural Areas team efforts have focused on weed control but in 2011 over 2000 provenance seedlings were planted in the degraded areas.

The primary use of the site in future will be for the conservation of flora and fauna. However it is expected that the local community will continue to make considerable use of it for passive recreation, children's education and pleasure, cultural events, adult learning about its history, ecology, and aesthetics, and other related activities. It already functions as a bridge between Aboriginal and non-aboriginal cultures.

The Town, with the Friends Group, is undertaking continuous enhancement planting at Hill View.


George St Reserve

9.4.3.6 Community events

The Town of Victoria Park and its friends groups have run a number of community events in recent years to improve the amenity and environmental value of natural areas, and to encourage the use of native plants in gardens, including Great Gardens workshops and "Grab-a-Gladdy (Gladioli)" days, participation in tree planting days such as National Tree Day and staff tree planting days

Other actions undertaken by the Town include:

- Supporting 'Friends of' Groups of natural areas by providing equipment, advice and additional resources, as appropriate.
- Working with the Swan River Trust in developing and implementing a 'River Protection Strategy' for the Swan and Canning River System.
- Limiting use of herbicides near waterways to those recommended as safe for frogs and aquatic life.

9.4.4 Continuing Future Actions – Bushland

Action	Responsible Officer	Timeframe for implementation
9.4.4.1 Continue ongoing weed control within Hill View Bushland.	Environmental Officer; Business Unit Manager – Parks	2013/14
9.4.4.2 Continue to encourage residents to adopt fertilise-wise and waterwise gardening practices by organising garden demonstrations and workshops, such as Great Gardens, and providing information at community events.	Environmental Officer	2014/15
9.4.4.3 Continue to work in partnership with City of Belmont to implement the management plan for the Balbuk Way foreshore area.	Environmental Officer; Business Unit Manager – Parks	2014/15
9.4.4.4 As per the *Remnant Vegetation Management Plan* and the *Kensington Bushland Protection Study*, continue the ongoing program of revegetation/restoration for natural areas within the Town of Victoria Park.	Environmental Officer; Business Unit Manager – Parks	2015/16 – 2016/17

9.4.5 New Actions – Bushland

Action	Responsible Officer	Timeframe for implementation
9.4.5.1 Implement the *Dieback Hygiene Plan for Kensington and Hill View*; Develop dieback and disease management protocols.	Environmental Officer; Business Unit Manager – Parks	2014/15
9.4.5.2 Pending DER ruling regarding the classification of the site, restore and revegetate the area surrounding Kent Street Sand Pit with provenance seed.	Business Unit Manager – Parks	2014/15
9.4.5.3 Develop and implement the *Street Tree Management Plan.*	Business Unit Manager – Parks	2014/15
9.4.5.4 Introduce an ongoing feral animal control program within Kensington Bushland. The primary focus should be on the eradication of rabbit and fox populations.	Business Unit Manager – Parks	2014/15
9.4.5.5 Undertake winter contract targeted weed control program for Veldt grass, Fumaria, Gladioli, Black Flag and other invasive broad leaf weeds.	Business Unit Manager – Parks	2014/15
9.4.5.6 Review the *Hill View Bushland Management Plan* and the *Kensington Bushland Protection Study.*	Environmental Officer; Business Unit Manager – Parks	2014/15
9.4.5.7 Develop a *Town Greening Plan**.	Environmental Officer; Business Unit Manager – Parks	2014/15

Estimated Budget Cost	Key Performance Indicators
Within existing Park Life budget; Officer time;	Progress reported annually.
Within existing Park Life budget; Officer time	Workshops such as Great Gardens held by June 2015.
TBC; Officer Time	Progress reported annually.
Within existing Park Life budget; Officer time	Progress reported annually.

Estimated Budget Cost	Key Performance Indicators
TBC Within existing Park Life budget; Officer time	Protocols developed by June 2015.
$10,000	Revegetation complete June 2015.
Officer time	Plan developed by June 2015.
TBC	Progress reported annually.
TBC	Progress reported annually.
Officer time	Review complete by June 2015.
Officer time	Street Tree Master Plan October 2013 - 2014

Action	Responsible Officer	Timeframe for implementation
9.4.5.8 With the gradual increase of buffer zone restoration in areas surrounding Kensington Bushland, prepare a review of the existing *Fire Management Plan.*	Environmental Officer; Business Unit Manager – Parks	2014/15
9.4.5.9 Identify further seed collection sites for natural rehabilitation. The current provenance seed collection places limits of the extent of any future rehabilitation works and the diversity of future plantings.	Environmental Officer; Business Unit Manager – Parks	2014/15
9.4.5.10 Re-surface the main diagonal track within Hill View Bushland with crushed limestone to its present width, and prune only to this width. Maintaining this width minimises the disturbance of this small and degraded reserve.	Environmental Officer; Business Unit Manager – Parks	2015/16-2016/17
9.4.5.11 Develop a GIS monitoring system for weeds and vegetation condition for ongoing monitoring and assessment of the Town's remnant bushland.	Environmental Officer; Business Unit Manager – Parks; Senior GIS Analyst	2015/16-2016/17
9.4.5.12 Implement the 11 year *Concept Plan for George St Reserve.*	Environmental Officer; Business Unit Manager – Parks	2016/17-2017/18

*** Our street trees, parks and natural areas play a major role in making our streetscapes look green, cool and encourage people to enjoy the amenity of the neighbourhood.**
These assets:
- **provide central hubs for people to gather and recreate;**
- **have a positive effect on health generally; and**
- **encourage more people to interact and build a strong sense of community.**

The value of maintaining and enhancing the remaining natural habitat amongst such an urbanised environment in the Town of Victoria Park cannot be overstressed. The importance of maintaining a pattern of interlinking habitat features in the landscape is being recognised by Council through the aforementioned activities, strategies and plans.

To solidify this recognition, there is a need to develop a comprehensive, holistic greening Town plan. The plan will need to explore sustainable street tree and parks management and improvement strategies.

Estimated Budget Cost	Key Performance Indicators
Officer time	Review complete by June 2056.
Officer time	Review complete by June
TBC	Works complete by June 2016.
Officer time	System in place by June 2016.
$478,000; Officer time	*George St Reserve Concept Plan* implementation Stage 5-6 completed by June 2017.

9.4.6 Previous Activity and Achievements – River Foreshore

9.4.6.1 McCallum Park/Taylor Reserve

In 2001/02 a management plan and associated *Landscape Concept Plan* was developed. The Town has progressively implemented recommendations of the *Concept Plan*. A review of the *Landscape Concept Plan* will form part of a holistic *Foreshore Access and Management Plan* (see section 9.4.7 New Actions). This project will be a major Swan River activation strategy in Victoria Park.

9.4.6.2 Balbuk Way

Balbuk Way is used heavily as a skiing area as well as other passive recreational uses such as fishing, cycling and walking. Due to the minimal carrying capacity of the reserve and pressure on the area, it is becoming degraded and requires proactive management to improve the site as a recreational destination.

The management of the foreshore area is jointly vested with the Town of Victoria Park and the City of Belmont.

In partnership with the City of Belmont, the Town has developed a management plan for the Balbuk Way foreshore area.

9.4.6.3 Burswood Peninsula/Belmont Park

Located within Belmont Park and managed by the Belmont Park Racecourse, Burswood Peninsula is a degraded stretch of foreshore with little/no access available to the community.

There is a multi-billion dollar development proposed by the owners of land around Belmont Park Racecourse.

There is also the Perth Major Stadium proposed to be developed on land formerly under the management of the Burswood Park Board.

Both developments afford the opportunity for sustainable design practices, and enhanced foreshore environment, and community access.

9.4.7 New Actions – River Foreshore

The Town's connection to the river by land places a special need on management of water quality, vegetation, fauna and physical access to the foreshore. The Town does not have access to all parts of the foreshore due to private or government ownership and jurisdiction but it is critical that access is not only maintained but enhanced. To ensure consistency in management and equitable access for the community the Town will be developing a holistic *Foreshore Access/Management Plan*, in consultation with appropriate stakeholders.

Currently, hard-walling of the riverbank occurs along the foreshores of McCallum Park and Taylor Reserve. However, under the forthcoming *Foreshore Access/Management Plan*, rather than maintaining the traditional focus of repairing this hard walling, it is envisaged that soft engineering foreshore management approaches and the creation of environmentally beneficial habitat and nutrient stripping could be applied.

Reference shall be made to the Swan River Trust Foreshore Assessment, in conjunction with the Trust's *Best Management Practice Manual*.

Action	Responsible Officer	Timeframe for implementation	Estimated Budget Cost	Key Performance Indicators
9.4.7.1 Develop a holistic *Foreshore Access/Management Plan*	Environmental Officer	2013/14	Officer time; Consultant $85,000	Plan developed by June 2014.

9.5 Solid Waste Management

9.5.1 Objective

- To develop and implement strategies and projects that aim to reduce the creation of waste, sustainably dispose of it and, where relevant, efficiently manage its recovery.

Waste management is a critical consideration for the Town, particularly with an anticipated growing population. Waste Management and recovery of resources is an important element of environmentally sustainable practices and has a significant profile due to the State Government's *Towards Zero Waste Strategy*, released in 2004.

The Town has responded to the challenge of the State's commitment to minimise the creation of waste; recover, retreat and reuse waste efficiently; and dispose of waste responsibly.

Initiatives, such as the creation of regional partnerships through the Mindarie Regional Council (MRC) to develop a Resource Recovery Facility, have received considerable community support. Resource recovery describes the activities involved in extracting resources from landfill-destined waste. This technically sophisticated waste treatment plant will deliver a 20% reduction in the total amount of waste sent to landfill each year, and create some 30,000 tonnes of compost from 100,000 tonnes of household waste.

Extracting reusable materials at the Facility should see a diversion of up to 80% of all landfill-destined waste, significantly reducing the region's net waste production.

9.5.2 Waste Services Summary and Previous Achievements

As a member of the MRC, the Town of Victoria Park has been involved in the utilisation of 'green power' technology at the Tamala Park landfill site. This technology extracts gas from the landfill and converts it into electricity for export into the power grid for Perth. It is anticipated that this renewable energy technology will eventually generate sufficient electricity to light and power around 4,000 households and offset thousands of tonnes of greenhouse gases.

Until recently the Town was guided by the Mindarie Regional Council's *Strategic Waste Minimisation Plan 2008-2013*, which aimed to address the issues outlined in the State's *Towards Zero Waste Strategy* and to meet community expectations.

In 2008, the Town developed a stand-alone *Waste Minimisation Strategy*, which engenders new service requirements for the Town.

Sanitation Services – Residential rubbish and recycling collections

Weekly kerbside collection for general household wastes.

Greenwaste Services

Kerbside residential collections, four times per annum.

Bulk Waste Services

Kerbside residential collections, two times per annum.

Hazardous Household Wastes (HHW) and Asbestos Days

The Town in conjunction with Mindarie Regional Council runs drop off days twice a year at the Town Depot.

The following materials are collected:

- Asbestos products (no more than six sheets)
- Pesticides
- Paint cans
- Fluorescent globes
- Used oil
- Pharmaceuticals
- Cleaning solvents
- Car and household batteries
- Gas bottles

Waste Education

The Town is collaborating with the MRC to increase waste education services available in the Town. This has included membership to the MRC Waste Education Strategy Steering Group (WESSG), an upcoming proposal to participate in the Earth Carers community engagement model, development of waste education materials with WESSG and the Keep Australia Beautiful Council.

The Town is also part of the MRC Earth Carers program. This program aims to target individual behavioural change in adults and includes a focus on children's waste education (Earth Carer Kids).

Other actions include:

- Recycling of Council's waste materials including organic waste (through a worm farm), mobile phones, paper, cardboard, fluorescent lights, batteries.
- Providing collection facilities for the MRC dry cell battery and light globe recycling, and Planet Ark's mobile phone recycling.
- Providing cost price composters and worm farms, as well as running community workshops on how to effectively use these.
- Responding to issues of littering and illegal dumping. This has been primarily through the Keep Australia Beautiful Illegal dumping and litter prevention program. Included in the program has been a *Help Stop Illegal Dumping Guide* for Apartment and Strata Building Managers and Residents.
- Using the Town's street tree prunings as mulch for landscaping and environmental restoration projects.
- Recycling road asphalt removed from construction sites for use in road construction.



Compacted plastics ready for recycling

9.5.3 Continuing Actions

Action	Responsible Officer	Timeframe for implementation
9.5.3.1 Recycling of Council's waste materials including organic waste (through a worm farm), paper and cardboard.	Environmental Officer	Ongoing
9.5.3.2 Providing collection facilities for the MRC dry cell battery and light globe recycling, and Planet Ark's mobile phone recycling.	Environmental Officer	Ongoing
9.5.3.3 Responding to issues of littering and illegal dumping. This includes resourcing and training of officers to monitor and prosecute illegal dumping offenders.	Business Unit Manager – Street Operations; Ranger Services	Ongoing
9.5.3.4 Using the Town's street tree prunings as mulch for landscaping and environmental restoration projects.	Business Unit Manager – Parks	Ongoing

9.5.4 New Actions

Action	Responsible Officer	Timeframe for implementation
9.5.4.1 Investigate feasibility of establishing an e-Waste (televisions and computer equipment) collection service (e.g. engage contractors to undertake several collections/year).	Business Unit Manager – Operations; Environmental Officer	2013/14
9.5.4.2 Advocating and supporting the State Government and MRC to increase waste education services.	Business Unit Manager – Street Life; Environmental Officer	2013/14
9.5.4.3 Run workshops for both community and staff on how to effectively use worm farms, bokashi buckets and composting, and raise awareness of the importance of diverting organic waste from landfill generally.	Environmental Officer	2014/15
9.5.4.4 Develop Waste Education on a local scale as a key project of the CEWG.	Business Unit Manager – Operations; Environmental Officer	2014/15
9.5.4.5 Advocate the State Government and MRC to investigate the possibility of additional grades of plastic to be recycled.	Business Unit Manager – Operations; Environmental Officer	2014/15
9.5.4.6 Advocate for a Reverse Vending Machine (RVM) in Western Australia. An RVM is designed to provide a closed loop recycling solution. This means that a container accepted into an RVM will find its way back into a consumer's hand as another product.	Business Unit Manager – Operations; Environmental Officer	2014/15
9.5.4.7 Investigate the feasibility of what other materials within the waste stream can be recycled.	Business Unit Manager – Operations	2015/16-2016/17

Estimated Budget Cost	Key Performance Indicators
Officer time	Materials recycled. Staff engaged in worm farm composting.
Officer time	Recycling collection facilities promoted and utilised.
Officer time	More officers (three) trained by June 2014 to monitor and prosecute illegal dumping offenders.
Officer time	Progress reported annually.

Estimated Budget Cost	Key Performance Indicators
Officer time	Feasibility and determination made by June 2014.
Officer time	Town of Victoria Park submission made to State Government and MRC by June 2014.
Officer time	Workshop and Awareness-raising program developed by June 2015 and updated as necessary thereafter.
TBC Officer time	As above.
Officer time	Town of Victoria Park submission made to State Government and MRC by June 2015.
Officer time	Town of Victoria Park submission made to State Government and MRC by June 2015.
Officer time	Feasibility and determination made by June 2016.

10.0 Monitoring and Review

Aligning with the Town of Victoria Park *Strategic Community Plan 2013-2028*, and utilising the Continuous Improvement Wheel (Figure 2, below), it is anticipated that the *Environmental Plan* will be reviewed and updated annually, with the first review to occur in June 2014. Major reasons for this include:

- Some of the projects included in this Plan will require more detailed costing. An annual review will ensure it reflects current funding and expenditure requirements;
- Some of the strategic projects (e.g. the development of Town's proposed *Environment Policy*) may necessitate a review of the Plan to ensure effective implementation;
- Consideration must be given to the evolving nature of environmental systems; and
- Consideration must be given to any new strategic directions from State and Federal Governments that require effective implementation at a Local Government level.

The Town's Environment Officer, with advice from the Community Environmental Working Group (CEWG), is the main officer responsible for overseeing the implementation of this Plan.

Progress reports on the implementation of the Plan will be prepared and presented to the Council.

It is intended that ongoing review of this Plan will be undertaken at the same time as future reviews of the Town of Victoria *Park Strategic Community Plan 2013-2028* to ensure currency and consistency.



Figure 2 – The Continuous Improvement Wheel will form the basis for review of the Town of Victoria Park Environmental Plan 2013-2018

10.1 Promoting actions

It is important to recognise that the Town cannot effect environmental action in isolation. The Town needs to work with its residents, businesses, industry, community groups, stakeholders, and with other levels of government in order to achieve the objectives of this Plan.

If the Town is to promote change in the community, it must lead by example. Elected Members must be cognisant of the need to act sustainably, and must play an active role in guiding the Town's environmental agenda.

The Town must also ensure that its officers are aware of environmental impacts, initiatives and technologies within their field of operation, and must act in an environmentally sustainable manner.

This *Environmental Plan* recognises that providing information and engaging the local community, Council and staff within environmental initiatives and projects is an important tool in developing a culture of environmental awareness and positive behaviour change. Effective dialogue and information sharing not only connects the community with the Town's activities; it also promotes a shared sense of responsibility and community cohesiveness, and helps everyone to understand what our responsibilities are.



appendices

11.0 Appendices – Relevant Policy and Legislation

11.1 Relevant Policy and Legislation

Below is a matrix Identifying Relevant Acts of Parliament or Policies that affect, either directly or indirectly, environmental issues (shaded areas represent this issue is affected by the associated Act or Policy).

International Treaties and Agreements
United Nations Framework Convention on Climate Change (Kyoto Protocol)
Asia-Pacific Partnership on Clean Development and Climate Change
Montreal Protocol on Substances that Deplete the Ozone Layer 1989
Japan Australia Migratory Birds Agreement (Australian Treaty Series 1981 No 6)
China Australia Migratory Birds Agreement (Australian Treaty Series 1988 No 22)
UN Convention on Biological Diversity 1992
UN Conference on Environment and Development, Conventions and Agreements
Convention on Wetlands (Ramsar)
Convention on the Conservation of Migratory Species of Wild Animals (Bonn Convention)
Federal Legislation and Policies
Environmental Protection and Biodiversity Conservation Act 1999
National Strategy for the Conservation of Australia's Biological Diversity 1996
National Objectives and Targets for Biodiversity Conservation 2001-2005
Commonwealth Ozone Protection and Synthetic Greenhouse Gas Management Act 1989
National Greenhouse Strategy 1998
National Pollution Inventory
National Action Plan for Salinity and Water Quality (now Caring for our Country)
National Water Quality Management Strategy 1992
National Local Government Biodiversity Strategy 1999
National Weeds Strategy 1997
Threat Abatement Plan for Phytophthora Cinnamomi 2007
State Legislation and Policy
Environmental Protection Act 1986
Contaminated Sites Act 2003
Conservation and Land Management Act 1984
Soil and Land Conservation Act 1945
Wildlife Conservation Act 1950
Health Act 1911

	Biodiversity	Waste	Water Resources	Energy Efficiency & Greenhouse Gas Reduction	The Built Environment	Air Quality	Community Partication & Environmental Awareness
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State Legislation and Policy (continued)
Local Government Act 1995
Metropolitan Region Town Planning Scheme Act, 1958
Planning and Development Act 2005
Agriculture and Related Resources Protection Act 1976
Metropolitan Sewage and Drainage Act 1909
Draft Waste Avoidance and Resource Recovery Bill 2006
State Greenhouse Strategy 2004
Environmental Protection (ozone depletion) Policy 2000
EPA Guidance Statement for minimising greenhouse gas emissions 2002
Perth Metropolitan Transport Strategy 1995-2029
Proposed Framework for Managing Acid Sulfate Soils 2003
Environmental Protection (Unauthorised Discharge) Regulations 2004
Statement of Planning Policy 2.9 Water Resources, 2006
Surface Water Management Framework 2004
Wetlands Conservation Policy 1997
Foreshore Policy 2001
State Water Quality Strategy 2003
Bush Forever 2002
Environmental Protection (Clearing Native Vegetation) Regulations 2004
WA Weed Plan 2001
State Planning Policy 1 State Planning Framework Policy 2006
State Planning Policy 2 Environment and Natural Resources 2003
State Planning Policy 2.8 Draft Bushland Policy for the Perth Metropolitan Region 2004
Strategic Direction for Waste Management in WA 2003
State Sustainability Strategy 2003
Aboriginal Heritage Act 1972
Native Title Act 1993
Forest Management Plan 2004-2013

	Biodiversity	Waste	Water Resources	Energy Efficiency & Greenhouse Gas Reduction	The Built Environment	Air Quality	Community Participation & Environmental Awareness
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Regional Policies and Strategies
Perth Air Quality Management Plan 2000
Perth Biodiversity Project 2004
Perth Metropolitan Transport Strategy 1995
Network City: Community Planning Strategy for Perth and Peel 2004
Swan Region Strategy for Natural Resource Management (NRM) 2004
Healthy Rivers Action Plan 2007
Swan and Canning Rivers Foreshore Assessment and Management Strategy 2008
State Environmental Bills and Proposed Legislation
Water Resources Legislation Amendment Bill 2006
Biodiversity Conservation Bill (to replace Wildlife Conservation Act)
Water Services Act 2012

	Biodiversity	Waste	Water Resources	Energy Efficiency & Greenhouse Gas Reduction	The Built Environment	Air Quality	Community Partication & Environmental Awareness

Notes

Notes

TOWN OF VICTORIA PARK

Town of Victoria Park
Administration Centre
99 Shepperton Road, Victoria Park
9311 8111
admin@vicpark.wa.gov.au
www.victoriapark.wa.gov.au

This information is available in an alternative format to people with a disability on request to 9311 8111

HILLVIEW COMMUNITY BUSHLAND

MANAGEMENT PLAN

Hillview Community Bushland

The overriding objective of current and future management of the bushblock is the conservation of flora and fauna. However, human use must be carefully planned for on a small block in an inner metropolitan setting. This will be achieved through the preparation and implementation over time of the Management Plan.

Draft Management Plan

The Management Plan for the Hillview Community Bushland will cover the following:-

1. Description:
   location, fire history, flora and fauna, condition of vegetation, local importance, history and use, conservation value, planned use

2. Draft Management Plan:
   aims:- measures for conservation of flora and fauna, recreational use, cultural use, educational use, monitoring and research,

   proposed action to implement aims:- weed control, fire control, rehabilitation work, provisions for recreation use (paths, bins, lighting, signs etc), provision for cultural and educational use, monitoring and research (all aspects - social as well as scientific).

Preparation of Management Plan

This draft has been prepared by E. A. Griffin and Associates for the Friends of Hillview Community Bushland.

DESCRIPTION

Location (Refer Appendix 1):

The Hillview Community Bushland is situated on the corner of Hillview Terrace and Berwick Streets, East Victoria Park, Western Australia. It is a remnant *Banksia* woodland occupying a little more than a hectare (1.0143Ha).

Ownership:

The block is in fee simple in portion of Canning Location 2, being Lot 4 (Diagram 65739), Hillview Terrace, East Victoria Park, (Vol. 2139 Fol.791)

Special Conditions under the Deed of Sale:

1. Purchaser acknowledges that the Property has been entered by The National Trust of Australia (WA) in its register of important places and is of significant environmental and scientific value tot he community at large. Accordingly the Purchaser acknowledges and agrees with the Vendor for itself and its successors in title and assigns whomsoever that:

1.1 The Purchaser must at all times maintain and keep the Property as a community park with access for members of the public.

1.2 The Purchaser may not by itself or by others permit any development of the Property without the prior consent in writing of the Vendor which consent may be granted or withheld in the absolute discretion of the Vendor and if granted may be granted subject to such conditions as the Vendor in its absolute discretion may impose. This condition shall subsist for a period of 10 years from the settlement date.

1.3 The Purchaser must at its sole cost use the best land management practices with regard to the Property from time to time having due regard to its significant environmental and scientific value.

Significance:

The block has been listed by the National Trust.

This type of vegetation, *Banksia* Woodland on the Swan coastal plain, is very poorly conserved, and this alone makes the site locally significant.

Fire History:

The block has not been burnt for about 20 years. Information from local people suggests that the block was frequently burnt, ‘’every year’’ in fact, before the Friends group became involved in the late 1980’s. The block is the highest point in the local landscape and is very dry with poor sandy soil. These factors have apparently protected it from clearing and from intractable weed invasion in spite of frequent burning in the past.

Flora and Fauna (Refer Appendix 2 and Appendix 3):

There are more than 60 native plant species on the block. They form a relatively complete, functioning ecosystem with the various plants and insects, reptiles and birds they support. There are orchids and sedges growing there which cannot be grown in cultivation. There are small shrubs, medium shrubs such as smokebush, large woolly bushes and *Banksia* and Christmas trees. The studies to date are

attached. These comprise the plant list and an initial study of the animal life. A major user group, birds, has been neglected so far.

Considering the block's small size and history of damage and neglect, the extent of its remaining suites of plants and animals is remarkable. Its original vegetation is well represented. Native mammals in the wild are virtually unknown in Perth's inner suburbs and snakes are very uncommon, so their absence is not surprising. Bobtail lizards and many smaller creatures survive in spite of dogs and cats.

Condition of the Vegetation:

The vegetation is recovering well from past fires, plant stealing, and the usual edge effects. The site would never have supported large trees, being dry, on deep sand, and high in the landscape. It retains all layers of its original vegetation. Rehabilitation efforts are mainly aimed at rectifying edge damage caused by such activities as road works and bringing in a large crane on the western side during work on the adjacent National Archives of Australia building. The attached condition diagram shows this pattern (Refer Appendix 4).

Local Importance:

Remnant bushland is important to local communities for so many reasons. Such bush blocks as this act as public open space with the additional values to the community of: relaxed natural learning experiences for children, pleasant walks, relaxing short-cuts, wildlife conservation, heritage aspects, visible history of Australia, and something in common in a divided and competitive community seeking to heal itself.

Additionally there is a scarcity of truly natural features in Victoria Park and surrounding suburbs. We have very little left to conserve in the area between the two rivers, the Kenwick Swamp and Perth airport. This blank area covers about 14 suburbs which are quite inadequately served for natural heritage planning.

History and Use:

Preservation of the site has been fortuitous. It was part of the land set aside for the Repatriation Commission, continued in existence by the Veterans Entitlements Act (Commonwealth), but was never utilised. In the meantime, its use by local people for passive recreation and educational purposes increased as other such opportunities disappeared. Urban infill around it continues to increase its importance to the community

Management to Date:

Two major projects have been undertaken so far in the last decade. The first was the community art project which was jointly run by Community Arts Network which put in most of the work, the Perth City Council, the National Trust, and the Friends group. The Playback Theatre held successful events eliciting people's stories of the history and natural history of the Victoria Park area. The final phase of this project involved the collection of the Aboriginal stories of the area, and the Aboriginal artist Toogarr designed a sculpture and paths relating to the stories. That is why the paths should remain as they are, they have been invested with cultural meaning.

The next major project was undertaken under a National Heritage Trust grant, which was also supported by the Bushcare program. It comprised the installation bollards and edge planting to protect the vegetation, as well as some rehabilitation planting. The Friends group planted nearly 5,000 plants and has a continuous protective role in rubbish removal, informal monitoring, helping manage events and has, in fact, acted as manager at first and then as co-manager with the Town of Victoria Park.

Appropriate signs and cultural signage (executed by Aboriginal artist Lance Chadd), which is prominently placed at the intersection, were installed by the Town of Victoria Park, the latter with assistance by Wadjup Reflections Landscapes, a local landcare group.

Conservation Value:

The value of having this remaining habitat among such scarcity cannot be overstressed. The importance of maintaining a pattern of interlinking habitat features in the landscape is belatedly being recognised. As well as supporting its own ecosystem, the Hillview Community Bushland offers a staging point and feeding patch to native birds. This function could be enhanced by planting a few Marri trees on the north-west edge to encourage black cockatoos as well as providing shade for people. This is considered an acceptable small departure from the practice of planting only those plant species which have been recorded on the site.

Planned Use:

The primary use of the site will be for the conservation of flora and fauna. However it is expected that the local community will continue to make considerable use of it for passive recreation, children's education and pleasure, cultural events, adult learning about its history, ecology, and aesthetics, and other related activities. It already functions as a bridge between white and Aboriginal cultures.

MANAGEMENT PLAN

(1) AIMS

(1.a) Management of Flora and Fauna:

Existing flora and fauna will be protected. Damaged areas will be planted with species recorded from the site. Due attention will be paid to the provenance of these plants but it is considered that the block is too small and sparse to support seed collection which is a damaging process in a small remnant however carefully it is done. *Corymbia calophylla* and *Eucalyptus todtiana* grow naturally nearby and a limited number will be grown on the edge nearest to where they would occur naturally, for shade and the benefit of birds. The long term goal of management will be a complete cover of original vegetation species in excellent condition, carrying its optimum population of native fauna.

(1.b) Recreational Use:

The object of management in relation to recreation is to prevent human use from destroying the amenity and conservation values of the site.

(1.c) Cultural Use:

Cultural use will be encouraged, provided the wildlife is protected.

(1.d) Educational Use:

Programmes should be developed to allow the maximum educational benefit with minimal disturbance to the wildlife. This should be referred to any advisory committee established to represent Hillview Community Bushland.

(1.e) Monitoring and Research:

Research which increases knowledge of aspects of the history and cultural significance, natural history, or use and sources of threat to the site will be encouraged, provided it does not disturb or damage the wildlife. Ways must be found to monitor the well being of the wildlife on an ongoing basis. This should be referred to any advisory committee established to represent Hillview Community Bushland.

(2) IMPLEMENTATION OF THE AIMS

The Town of Victoria Park should set up an Advisory Committee to advise on the management of its bush areas. The Committee should meet two or three times per year (or more as required). It should consist predominantly of staff from the Parks and Gardens Section, and members of conservation groups such as the Friends groups. This would secure the current successful relationship between the Town and the Friends of Hillview Community Bushland. Volunteer work as sanctioned by the Town could be organised by this Committee.

(2.a) Conservation of Flora and Fauna:

(2.a.i) Weed Control:

Veldt grass should continue to be sprayed with “Fusillade” until its resources are exhausted. Large exotic shrubs such as Geraldton Wax and *Grevillea crithmifolia* should gradually be uprooted and removed. Some judicious closely supervised hand weeding may be undertaken.

(2.a.ii) Dead Trees:

Dead trees should be removed entirely and with great care, to avoid spreading disease or damaging surrounding vegetation. Advice should be sought as to why so many trees are dying and the Advisory Committee should study the matter and recommend treatment for the living vegetation.

(2.a.iii) Exotic Predators:

The Committee should consider signage requesting dogs to be on leashes and other measures to minimise harm from cats, dogs, foxes, kookaburras, and humans who interfere with wildlife.

(2.a.iv) Rubbish:

The Committee should observe the extent of the ongoing problem and make appropriate recommendations. Generally, refuse should be removed as soon as it arrives on the block.

(2.a.v) Fire:

Fire should be rigorously excluded. Nearby Friends group members and other neighbours such as the National Archives of Australia staff should be asked to report fire or other untoward events immediately. The firebreak on the Western Boundary should be surfaced with crushed limestone to reduce the growth of plants on the boundary and make it more accessible to fire-fighters in emergency, and to visitors with wheelchairs, pushers, etc.

(2.b) Recreation:

(2.b.i) Paths:

Nothing should be brought onto the site which risks introducing or increasing any pathogen, especially *Phytophthora cinnamomi*. The paths should remain at the width and in the positions they are in 1999 at the time of preparation of this management plan. The Friends group should undertake to walk regularly on the paths. No other maintenance of paths should normally be undertaken, except on the western firebreak.

(2.b.ii) Other Items:

No other new disturbances to the natural state of the site should be added. Thus, no bins, no lighting, no taps, no toilets should be installed.

(2.c) Cultural Use:

The Town should keep a log of events held there.

It should note the Aboriginal significance of the site and collect any related information.

(2.d) Educational Use:

The Town should collect its knowledge of the bushland in a form suitable for public distribution. The Town should make up a package of information for educators, on appropriate ways to visit and use the bushland. This should be referred to any advisory committee established to represent Hillview Community Bushland.

(2.e) Monitoring and Research:

A person or group should be delegated to keep a photographic record for monitoring purposes. Colour photographs should be taken each year from the same vantage point so that they can be compared. Conservation groups and academic research bodies should be encouraged to undertake occasional surveys of the wildlife and other aspects of the bushland and its wild and human users.

This plan should be reviewed in five (5) years' time.

Appendix 2

Plant Species List from Hillview Terrace Block

Based on list prepared by Ray Cranfield (W.A. Herbarium) 1977 & 1978

Small Trees

Banksia attenuata	
Banksia ilicifolia	Holly Leafed Banksia (1 only)
Banksia menziesii	
Allocasuarina fraserana	Sheoak (1 only)
Nuytsia floribunda	Christmas Tree

Large Shrubs

Adenanthos cygnorum	Woolly Bush
Jacksonia furcellata	

Medium Shrubs

Acacia pulchella	Prickley Moses
Allocasuarina humilis	Dwarf Sheoak
Calothamnus sanguineus	Silky Clawflower
Calytrix fraseri	Pink Summer Calytrix
Conospermum stoechadis	Common Smokebush
Daviesia nudiflora	Rattlepod
Daviesia triflora	Reedy Rattlepod
Eremaea pauciflora	
Hibbertia hypericoides	Bush Buttercup
Lysinema ciliatum	Curry Flower
Melaleuca scabra	Rough Honeymyrtle
Scholtzia sp. ? involucrata	
Stirlingia latifolia	Blueboy

Small Shrubs

Acacia stenoptera	
Acacia sp. ? sessilis	
Bossiaea eriocarpa	
Calectasia cyanea	Blue Tinsel Lily
Conostephium pendulum	Pearl Flower
Cryptandra ? glabriflora	
Cryptandra pungens	
Eriostemon spicatus	Salt and Pepper
Gompholobium tomentosum	

Hemiandra pungens	Snakebush
Hibbertia huegelii	
Hovea trisperma	Common Hovea
Leptomeria spp	
Leptospermum spinosum	Spiny Teatree
Leucopogon conostephioides	White Heath Flower
Macarthuria australis	
Oxylobium capitatum	Eggs and Bacon
Petrophile linearis	Pixie Mops
Scaevola paludosa	
Scaevola spp	

Creepers and Climbers

Cassytha racemosa	Dodder
Kennedia prostrata	Scarlet Runner
Thysanotus patersonii	Fringe lily

Semi-herbaceous

Amphipogon turbinatus	
Anigozanthos humilis	Cat's Paw
Anigozanthos manglesii	Red & Green Kangaroo Paw
Arnocrinum preissii	
Burchardia umbellata	Milkmaids
Caladenia deformis	Blue Fairy Orchid
*Caladenia sp*p	Spider Orchid
Conostylis aurea	
Conostylis juncea	
Conostylis setigera	Bristly Cottonheads
Corynotheca micrantha	
Dampiera linearis	Common Dampiera
Drosera macrantha	Climbing Sundew
Drosera menziesii	Climbing Sundew
**Ehrharta sp*p	Veldtgrass
Freesia aff. leichatlinii	Freesia
**Gladiolus sp*p	Gladiolus
Haemodorum paniculatum	
Hemiandra pungens	
Hybanthus calycinus	Wild Violet
Gompholobium tomentosum	
Johnsonia pubescens	Pipe Lily
Laxmannia minor	Paper Lily
Lechenaultia spp	
Lomandra ? endlicheri	
Lomandra preissii	
Loxocarya sp. ? flexuosa	
Lygenia barbata	
Mesomelaena ? stygia	Semaphore Sedge
Opercularia vaginata	
Patersonia occidentalis	Purple Flags
Phlebocarya ciliata	

Pterostylis vittata	Banded Greenhood
**Romulea rosea*	Guilford Grass
Schoenus curvifolius	
Schoenus sp	
Scaevola ? phlebopetala	
Stylidium sp	Triggerplant
Thysanotus dicotomus	Fringe Lily
Thysanotus sparteus	Fringe lily
**Watsonia spp*	

Annuals

**Briza maxima*	Bee Grass
Crassula colorata	
Crassula sp	
Dittrichia graveolins	Stinkwort
**Hypochaeris glabra*	Smooth Catsear
**Lupinus sp*p	Lupin
**Sonchus oleraceus*	Common Sowthistle
Trachymene pilosa	
**Ursinia anthemoides*	

* weed species

INFOPAGE

To: Chief Executive Officers

From: Mark Batty
Executive Manager
Environment and Waste

Organisation: All Councils

Date: 16 August 2018

Subject: Glyphosate

IN BRIEF:

Operational Area:	**Planning and Community Development / Parks and Gardens**
Key Issues:	• Renewed concerns have been raised about human exposure to glyphosate following the August 2018 California Superior Court decision that Roundup contributed to a pest control manager's cancer. • The national regulator for agricultural chemicals, The Australian Pesticides and Veterinary Medicines Authority (APVMA) conducted a comprehensive review of the IARC assessment report and other relevant scientific material. This review concluded that the scientific weight-of-evidence indicates that exposure to glyphosate does not pose a carcinogenic or genotoxic risk to humans. • In light of the US court's decision, APVMA has restated that Glyphosate is registered for use in Australia and approved products containing glyphosate can continue to be used safely according to label directions. • APVMA will continue to track and consider any new scientific information associated with safety and effectiveness of glyphosate, including the information available from other regulators.
Action required:	For noting

Glyphosate is a broad-spectrum, non-selective, post emergent, systemic herbicide that kills or suppresses all plant types (except those genetically modified to be resistant to glyphosate). Glyphosate acts by disrupting the shikimic acid pathway, which is unique to plants, to prevent biosynthesis and kill the plant.

Products containing glyphosate that are registered for use in Australia are formulated as solutions, granules, aerosols and gels and are generally applied using ground or aerial equipment. Councils use glyphosate for weed management in natural areas, spot spraying in parks and gardens and weed spraying on kerbs, footpaths and medians.

Concerns regarding glyphosate use were raised in 2016 following the assessment of the International Agency for Research on Cancer (IARC) that classified glyphosate in a group of chemicals that is 'probably carcinogenic to humans'.

The Food and Agriculture Organisation of the United Nations and World Health Organisation held a Joint Meeting on Pesticide Residues in May 2016 to re-evaluate glyphosate. The summary report of the meeting stated that:

> *Glyphosate is a broad-spectrum systemic herbicide. Several epidemiological studies on cancer outcomes following occupational exposure to glyphosate were available. The evaluation of these studies focused on the occurrence of non-Hodgkin lymphoma (NHL). Overall, there is some evidence of a positive association between glyphosate exposure and risk of NHL from the case–control studies and the overall meta-analysis. However, it is notable that the only large cohort study of high quality found no evidence of an association at any exposure level.*

ONE70
LV1, 170 Railway Parade, West Leederville, WA 6007
PO Box 1544, West Perth, WA 6872
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www.walga.asn.au

Glyphosate has been extensively tested for genotoxic effects using a variety of tests in a wide range of organisms. The overall weight of evidence indicates that administration of glyphosate and its formulation products at doses as high as 2000 mg/kg body weight by the oral route, the route most relevant to human dietary exposure, was not associated with genotoxic effects in an overwhelming majority of studies conducted in mammals, a model considered to be appropriate for assessing genotoxic risks to humans. The Meeting concluded that glyphosate is unlikely to be genotoxic at anticipated dietary exposures. Several carcinogenicity studies in mice and rats are available. The Meeting concluded that glyphosate is not carcinogenic in rats but could not exclude the possibility that it is carcinogenic in mice at very high doses. In view of the absence of carcinogenic potential in rodents at human-relevant doses and the absence of genotoxicity by the oral route in mammals, and considering the epidemiological evidence from occupational exposures, the Meeting concluded that glyphosate is unlikely to pose a carcinogenic risk to humans from exposure through the diet. The Meeting reaffirmed the group acceptable daily intake (ADI) for the sum of glyphosate and its metabolites of 0–1 mg/kg body weight on the basis of effects on the salivary gland. The Meeting concluded that it was not necessary to establish an acute reference dose (ARfD) for glyphosate or its metabolites in view of its low acute toxicity.

Following the IARC assessment, the Australian Government regulator of agricultural and veterinary (agvet) chemical products, The Australian Pesticides and Veterinary Medicines Authority (APVMA), conducted a comprehensive review of the IARC assessment report and other relevant scientific material. APVMA's final regulatory position released in March 2017 states that the scientific weight-of-evidence indicates that:

- exposure to glyphosate does not pose a carcinogenic or genotoxic risk to humans
- there is no scientific basis for revising the APVMA's satisfaction that glyphosate or products containing glyphosate:
    - would not be an undue hazard to the safety of people exposed to it during its handling or people using anything containing its residues
    - would not be likely to have an effect that is harmful to human beings
    - would not be likely to have an unintended effect that is harmful to animals, plants or things or to the environment
    - would be effective according to criteria determined by the APVMA by legislative instrument, and
    - would not unduly prejudice trade or commerce between Australia and places outside Australia.
- there are no scientific grounds for placing glyphosate and products containing glyphosate under formal reconsideration
- the APVMA will continue to maintain a close focus on any new assessment reports or studies that indicate that this position should be revised.

APVMA has made the following statement on its website following the Californian Superior Court decision:

APVMA is aware of the August 2018 decision in the Californian Superior Court concerning glyphosate.

*Glyphosate is registered for use in Australia and APVMA approved products containing glyphosate can continue to be used safely according to label directions. Australian law requires appropriate warnings on product labels, which include relevant poisons scheduling, first aid, and safety directions detailing personal protective equipment when handling and using products containing glyphosate. The APVMA reminds all users of the importance of following **all** label instructions.*

As the national regulator for agricultural chemicals, we continue to track and consider any new scientific information associated with safety and effectiveness of glyphosate, including the information available from other regulators.

WALGA will provide further information to the sector if it becomes available.

For further information contact Mark Batty, Executive Manager, Environment and Waste
(08) 9213 2078 or mbatty@walga.asn.au

Statement released 14 August 2018 by the Government of Western Australia Department of Health on the use of Glyphosate:

Government of **Western Australia**
Department of **Health**
Public Health

In the news - Glyphosate

Recent news reports have raised questions regarding the registration and safe use of glyphosate in Australia.

The current assessment by the Australian Pesticide and Veterinary Medicines Authority (APVMA) is that products containing glyphosate are safe to use, when used in accordance with the label instructions.

The assessment considered the 2015 International Agency for Research on Cancer (IARC) assessment, which has classified glyphosate in a group of chemicals that is 'probably carcinogenic to humans'.

The APVMA has a fact sheet on Glyphosate Safety and Use that can be provided to employees or community members who wish to find out more about the issue.

Further details on the registration of products, registration and assessment of glyphosate are available directly from the APVMA.

Phone: (08) 9388 4999
General inquiries: ehinfo@health.wa.gov.au

Our mailing address is:
PO Box 8172
Perth Business Centre WA 6849
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Service Charge options including loan interest (before applying any discount rates to the qualified properties)

	Service charge per property			Subsidy per property			
	Carlisle North	Vic Park East	Vic Park West	Carlisle North	Vic Park East	Vic Park West	
No. of properties	949	1073	2922	949	1073	2922	Outcome
Option 1 - 25% subsidy	$ 3,646	$ 3,391	$ 2,586	$ 1,215	$ 1,130	$ 862	VPW requires resurvey
Option 2 - CN 18.55%, VPE 14.87%, VPW 39.40%	$ 3,959	$ 3,849	$ 2,089	$ 902	$ 673	$ 1,358	All 3 projects can proceed
Option 3- 39.40% subsidy	$ 2,946	$ 2,740	$ 2,089	$ 1,915	$ 1,781	$ 1,358	All 3 projects can proceed
Option 4- 25% CN, 25% VPE, 39.40% VPW	$ 3,646	$ 3,391	$ 2,089	$ 1,215	$ 1,130	$ 1,358	All 3 projects can proceed
E50	$ 3,600	$ 3,500	$ 1,900				
E10 + Interest + Fees	$ 4,861	$ 4,522	$ 3,448				
SUPP 5 E10 + Discounts	$5,740						
SUPP5 service charge	$ 4,305						
SUPP 5 Subsidy	$1,435						

	Total services charge payable by Lot Owners			Total cost of Subsidy funded by the Town			
	Carlisle North	Vic Park East	Vic Park West	Carlisle North	Vic Park East	Vic Park West	Outcome
Option 1 - 25% subsidy	$ 3,459,692	$ 3,638,946	$ 7,555,682	$ 1,153,231	$ 1,212,982	$ 2,518,561	VPW requires resurvey
Option 2 - CN 18.55%, VPE 14.87%, VPW 39.40%	$ 3,757,357	$ 4,130,299	$ 6,105,314	$ 855,566	$ 721,629	$ 3,968,928	All 3 projects can proceed
Option 3- 39.40% subsidy	$ 2,795,579	$ 2,940,424	$ 6,105,314	$ 1,817,343	$ 1,911,504	$ 3,968,928	All 3 projects can proceed
Option 4- 25% CN, 25% VPE, 39.40% VPW	$ 3,459,692	$ 3,638,946	$ 6,105,314	$ 1,153,231	$ 1,212,982	$ 3,968,928	All 3 projects can proceed

Western Power contribution	$ 4,283,704	$ 4,505,652	$ 5,500,000

	ToVP subsidy total	Lot Owner Service charge total	Project total cost exc Western Power contribution	Western Power contribution	Project total cost including Western Power contribution	Total Discount (Option 1)	Total Cost to Council including discount option 1	ToVP Underground Power Reserve	Shortfall to be funded through future budget
Option 1 - 25% subsidy	$ 4,884,773	$ 14,654,320	$ 19,539,093	$ 14,289,355	$ 33,828,448	$ 2,053,480	$ 6,938,253	$ 3,949,177	$ 2,989,076
Option 2 - CN 18.55%, VPE 14.87%, VPW 39.40%	$ 5,546,123	$ 13,992,970	$ 19,539,093	$ 14,289,355	$ 33,828,448	$ 2,053,480	$ 7,599,603	$ 3,949,177	$ 3,650,426
Option 3- 39.40% subsidy	$ 7,697,776	$ 11,841,317	$ 19,539,093	$ 14,289,355	$ 33,828,448	$ 2,053,480	$ 9,751,255	$ 3,949,177	$ 5,802,078
Option 4- 25% CN, 25% VPE, 39.40% VPW	$ 6,335,141	$ 13,203,952	$ 19,539,093	$ 14,289,355	$ 33,828,448	$ 2,053,480	$ 8,388,621	$ 3,949,177	$ 4,439,444

		Option 1 ToVP pays 12.5% SUPP6		Option 2 Variable (10%) SUPP6		Option 3 Variable (35.62%) SUPP6		Option 4 Set discounts SUPP6		Option 5 Average SUPP6		Option 6 Same as Survey SUPP6	
		%	$	%	$	%	$	%	$	%	$	%	$
Stakeholder Payment	Project Area	44%	$ 14,289,355	44%	$ 14,289,355	44%	$ 14,289,355	44%	$ 14,289,355	44%	$ 14,289,355	44%	$ 14,289,355
Town of Victoria Park	Carlisle North		$ 1,070,926		$ 1,499,380		$ 3,051,710	25%	$ 2,141,852		$ 2,844,071		$ 1,752,271
Town of Victoria Park	Victoria Park East	14%	$ 1,126,413	24%	$ 1,469,817	35.6%	$ 3,209,826	25%	$ 2,252,826	33%	$ 2,877,911	27%	$ 1,745,551
Town of Victoria Park	Victoria Park West		$ 2,338,814		$ 4,922,980		$ 5,291,443	36%	$ 5,291,443		$ 4,922,583		$ 5,325,548
Residents	Carlisle North		$ 3,212,778		$ 2,784,323		$ 1,231,993		$ 2,141,852		$ 1,439,633		$ 2,531,433
Residents	Victoria Park East	42%	$ 3,379,239	32%	$ 3,035,835	20%	$ 1,295,825	26%	$ 2,252,826	23%	$ 1,627,741	29%	$ 2,760,100.50
Residents	Victoria Park West		$ 7,016,443		$ 4,432,277		$ 4,063,814		$ 4,063,814		$ 4,432,674		$ 4,029,709.50
		100.0%	$ 32,433,967	100.0%	$ 32,433,967	100.0%	$ 32,433,967		$ 32,433,967	100.0%	$ 32,433,967	100.0%	$ 32,433,967
		No of properties	Average Residents Contribution										
		4,944	$ 2,753		$ 2,074		$ 1,333		$ 1,711		$ 1,517		$ 1,517
	Carlisle North	949	$ 3,385		$ 2,934		$ 1,298		$ 2,257		$ 1,517		$ 2,667
	Victoria Park East	1,073	$ 3,149		$ 2,829		$ 1,208		$ 2,100		$ 1,517		$ 2,572
	Victoria Park West	2,922	$ 2,401		$ 1,517		$ 1,391		$ 1,391		$ 1,517		$ 1,379
Town of Victoria Park borrowings			$ 14,195,436		$ 14,195,436		$ 14,195,436		$ 14,195,436		$ 14,195,436		$ 14,195,436
Reserve funds currently available			$ 3,949,177		$ 3,949,177		$ 3,949,177		$ 3,949,177		$ 3,949,177		$ 3,949,177
Total			$ 18,144,613		$ 18,144,613		$ 18,144,613		$ 18,144,613		$ 18,144,613		$ 18,144,613
Town of Victoria Park portion			$ 4,536,153		$ 7,892,177		$ 11,552,979		$ 9,686,120		$ 10,644,564		$ 8,823,369
Residents portion			$ 13,608,459		$ 10,252,435		$ 6,591,633		$ 8,458,492		$ 7,500,048		$ 9,321,243

Discounts - Option 1

1. Properties adjacent to HV lines (50%)

Project Area	No. Single Residence	Total Value	No. Units	Total Value
Carlisle North	33	$ 48,411.00	1	$ 1,466.98
Victoria Park East	164	$ 232,002.27	54	$ 76,390.99
Victoria Park West	165	$ 125,141.30	118	$ 89,494.99

2. Properties impacted by switchgear/transformer boxes (50%)

Project Area	No. Single Residence	Total Value	No. Units	Total Value
Carlisle North	0		0	
Victoria Park East	0		0	
Victoria Park West	0		142	$ 107,697.37

3. Properties with pre-existing internal underground power ($750)

Project Area	No. Single Residence	Total Value	No. Units	Total Value
Carlisle North	286	$ 214,500.00	35	$ 26,250.00
Victoria Park East	212	$ 159,000.00	73	$ 54,750.00
Victoria Park West	232	$ 174,000.00	894	$ 670,500.00

4. Properties with pre-existing internal underground power with a service pole ($375)

Project Area	No. Single Residence	Total Value	No. Units	Total Value
Carlisle North	7	$ 2,625.00	0	
Victoria Park East	53	$ 19,875.00	0	
Victoria Park West	37	$ 13,875.00	0	

5. Vacant Land ($750)

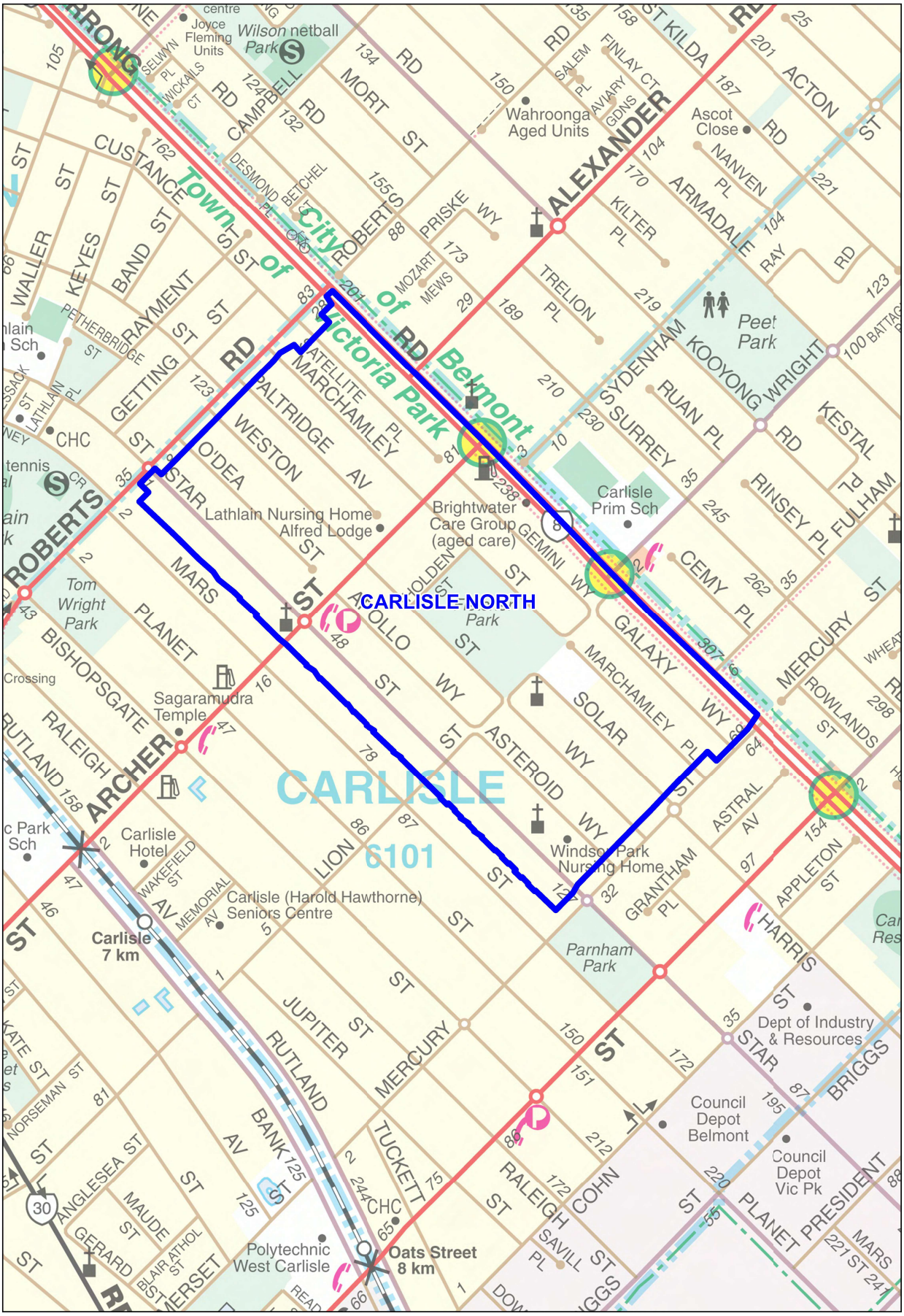
Project Area	No. Vacant Lots	Total Value		
Carlisle North	13	$ 9,750.00		
Victoria Park East	17	$ 12,750.00		
Victoria Park West	20	$ 15,000.00		

6. Properties not subject to a discount

Project Area	No. Vacant Lots		No. Units	
Carlisle North	558		16	
Victoria Park East	355		145	
Victoria Park West	584		729	

TOTAL VALUE OF ALL DISCOUNTS **$ 2,053,479.90**

** Discounts based on a single residence having the same service charge as a unit and only one discount per property **

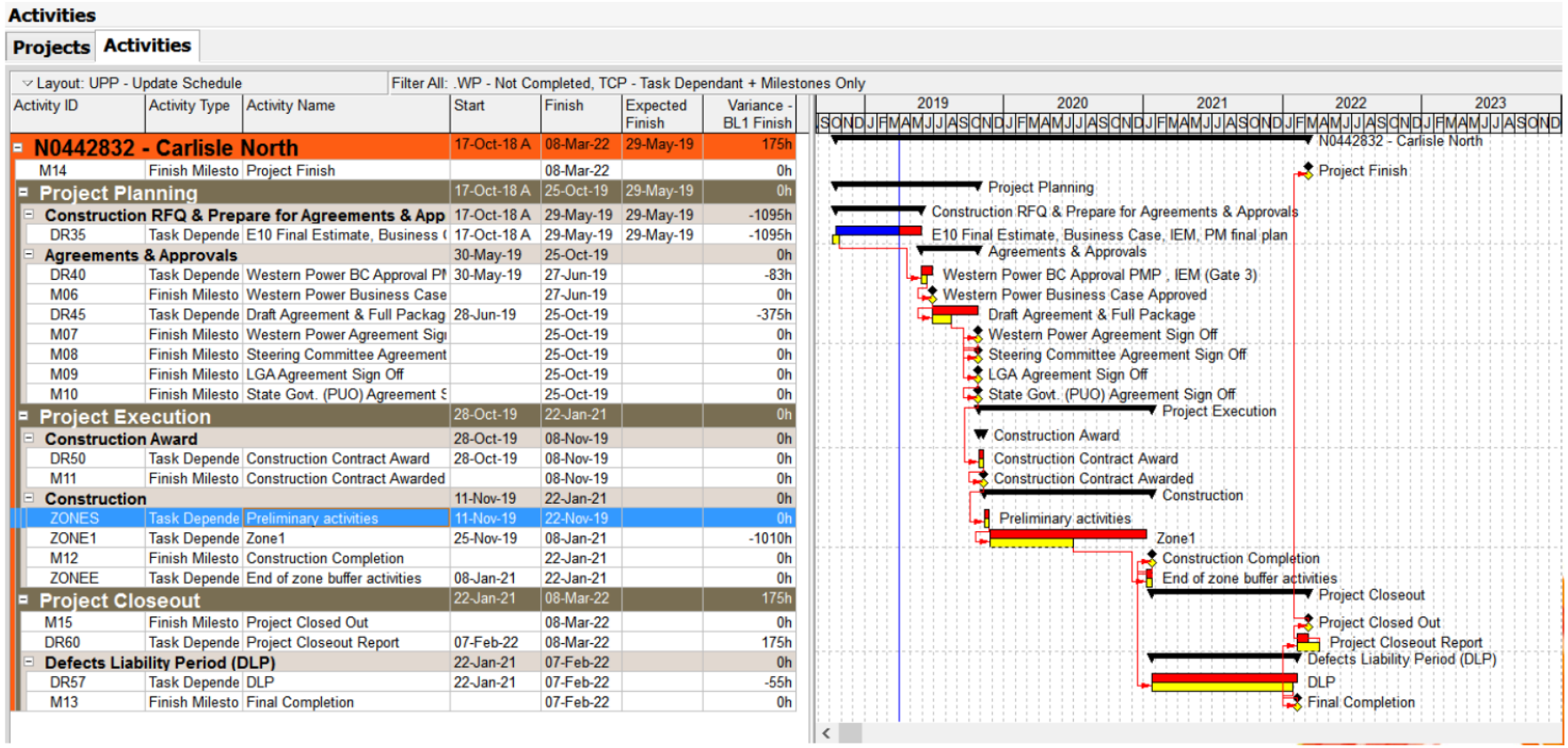

CARLISLE NORTH
CARLISLE
Town of Victoria Park
City of Belmont
ROBERTS
ALEXANDER
ARCHER
ST
RD
Wilson netball Park
Joyce Fleming Units
Wahroonga Aged Units
Ascot Close
Peet Park
Lathlain Nursing Home
Alfred Lodge
Brightwater Care Group (aged care)
Carlisle Prim Sch
Tom Wright Park
Sagaramudra Temple
Carlisle Hotel
Carlisle (Harold Hawthorne) Seniors Centre
Windsor Park Nursing Home
Parnham Park
Dept of Industry & Resources
Council Depot Belmont
Council Depot Vic Pk
Polytechnic West Carlisle
Carlisle 7 km
Oats Street 8 km
CHC
tennis
6101


VICTORIA PARK EAST
VICTORIA PARK EAST
SHEPPERTON
ALBANY
KITCHENER
RUTLAND
BISHOPSGATE
ROBERTS
MCMILLAN
SHEPPERTON
ALBANY
MINT
EAST VICTORIA PARK
Victoria Park
Victoria Park 5 km
Lathlain Park
Eftel Oval
Tom Wright Park
The Park Centre
Victoria Park Hotel
Kent Street Snr High Sch
Rotary Resident College
Devenish Lodge
Ursula Frayne Catholic College
Broken Hill Hotel
Centro Victoria Park
Lathlain Prim Sch
St Clares Sch
East Vic Park Prim Sch
Balmoral Tavern
Franklin's Tavern
Millers Crossing Bridge
Leisurelife library
John MacMillan Park
Kate Street Res
Victoria Park Prim Sch
Manhattans
Rossiters Ct
Higgins Ct
Milton Ct
Albot
Assoc for the Blind WA
Town of Victoria Park
John Keirle Centre
Memorial Gardens
6100
6101
30
KENT
ASHBURTON
DEVENISH
SUSSEX
ESPERANCE
BASINGHALL
CANTERBURY
TCE
WESTMINSTER ST
HAMPSHIRE ST
CARSON
LANGLER
PATRICIA
HWY
CARNARVON
BEATTY
RALEIGH
ARCH
MILLER
SWANSEA
HUBERT
BOULDER
CARDIFF
LAKE VIEW ST
NORSEMAN ST
ANGLESEA ST
GERARD
DANE
MOORGATE
HEDLAND ST
WILLIS
MANCHESTER
TEMPLE
RATHAY
STATE
TUAM
GASCOYNE
MERTON
LILFORD ST
LEESHAM
LYTHELME
FORSTER AV
GODDARD
SALEHAM
STAINES
HOWICK
GALLIPOLI
KITCHENER AV
SUNBURY
HARPER
TEAGUE
HAMPTON
HARVEY
RUSHTON
EDDINGTON RD
KING GEORGE
LICHFIELD
DUNCAN
AXON
CLYDESDALE ST
BANPORATH
TWICKENHAM RD
ASQUITH
WALLER
KEYES
KESSACK
LATHLAIN PL
MCCARTNEY
PETHERBRIDGE
Cavendish Wy
New Park Gr
Millers Crossing Bridge
Carlisle 7 km


VICTORIA PARK WEST
Town of Victoria Park
VICTORIA PARK
6100
KENSINGTON
6151
City of South Perth
CAUSEWAY
GREAT EASTERN HWY
SHEPPERTON
ALBANY
BURSWOOD
CRAIG ST
TEDDINGTON RD
RUSHTON
HARVEY
HAMPTON
TEAGUE
HARPER
HORDERN
WASHINGTON
GLOUCESTER
BERWICK
MACKIE
MCMASTER
LEONARD
MCMILLAN
KING GEORGE
LANSDOWNE
GWENYFRED
ARMAGH
COLOMBO
GEDDES
CAMBRIDGE
MANCHESTER
RATHAY
TEMPLE
KENNARD
ANKETELL
AMBON
SUSAN
EIGHTH
SEVENTH
SIXTH
FIFTH
FOURTH
THIRD
SECOND
FIRST
TCE
VIEW
BRIGHT
OXFORD
PITT
BOURKE
GEORGE
BARKER
RATHAY
STATE
TUAM
GASCOYNE
ASHBURTON
SUSSEX
FRANCE
HEIRISSON
TAYLOR
GARLAND
ELLAM
TAFFORD
MCCALLUM
LAMB
HEPPINGSTONE
SCENIC
WESTBURY
Island
underpass
Heirisson
WA Water Ski Association members only
jetty
Dept of Fisheries
McCallum Park
skate
Charles Paterson Park
G O Edwards Park
Raphael Park
Riverside Community School
Victoria Park Primary Sch
Manjalans
Town of Victoria Park
Memorial Gardens
Regent College
Rossiters Ct
JJ Higgins Ct
Eric Hamilton Ct
John Keirle Centre
Broken Hill Hotel
Centro Victoria Park
Myra Talbot Lodge
Metro Hotel on Canning
Kensington Park Nursing Home
Hawthorne Park
Kensington Prim Sch
Concord Unit
squash
Bill McGrath Res
Morris Mundy Res
Police
FS
KPCYC
Kensington Sec Sch
Ngala
Kensington Bushland
Harold Rossiter Park
Kent Street Snr High Sch
Rotary Resident College
THOROGOOD ST
HAWTHORNE PL
BONPORATH ST
HOWICK S
EGHAM RD
TWICKENHAM RD
ASQUITH ST
RESORT
END 94
END 5
END 6
END 30
HWY
1
5
94
underpass
underpass
Centro Victoria Park

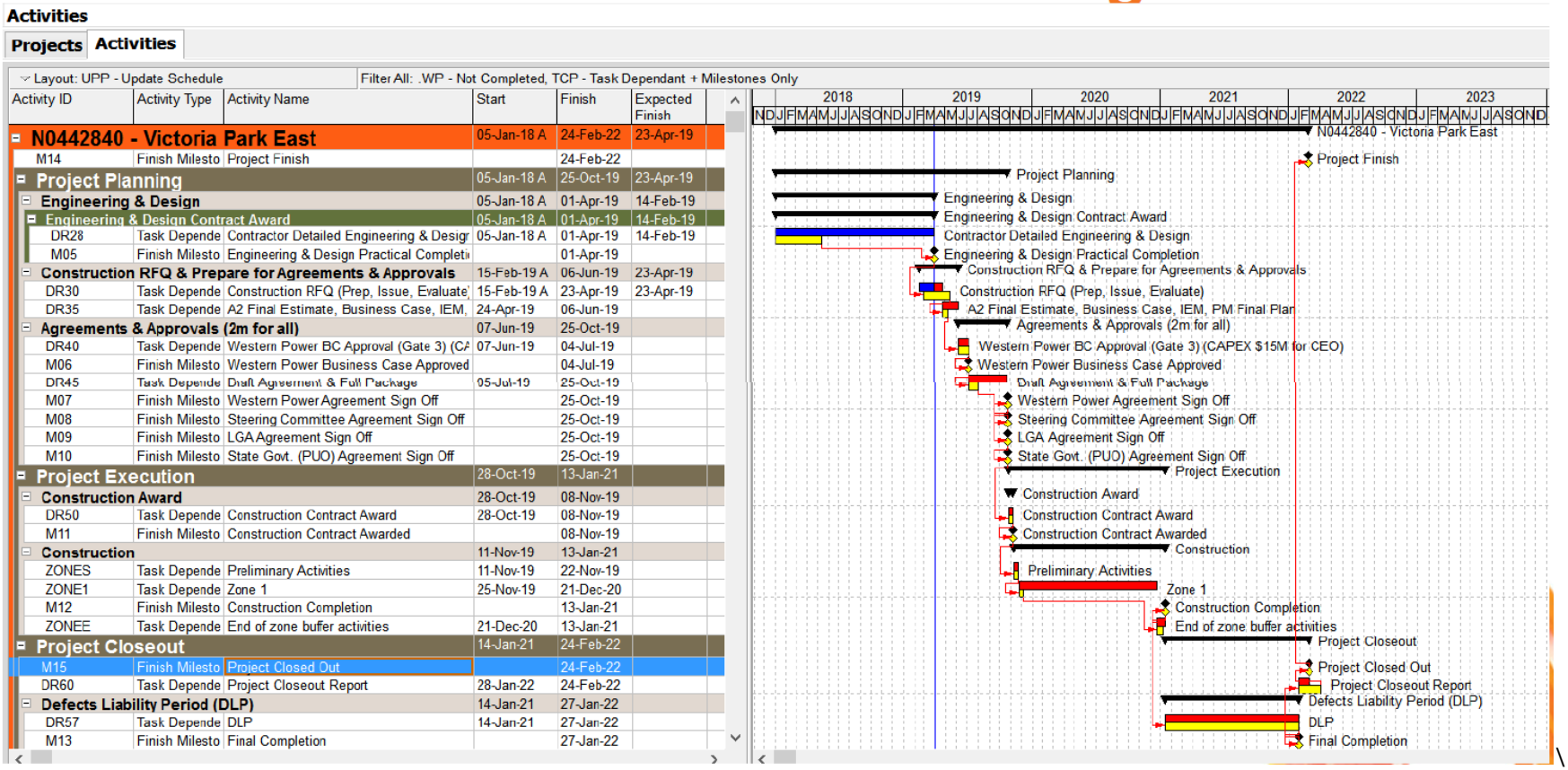
SUPP 6 Works Programs

Carlisle North - Indicative Programme



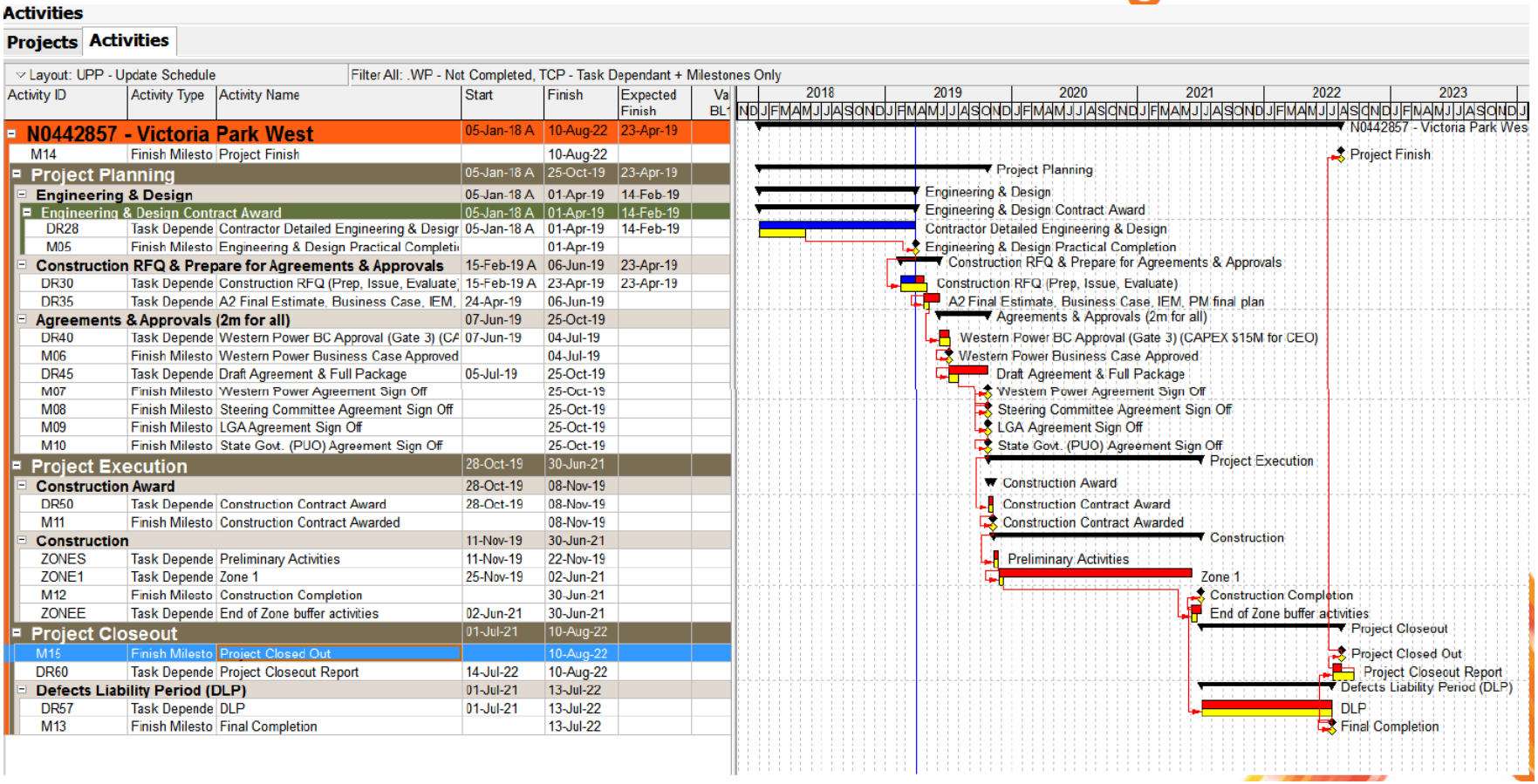
Note: Though the anticipated project duration is still accurate, the project start date is subject to the execution of the contract documents (likely to be finalised in December 2019)

Victoria Park East - Indicative Programme



Note: Though the anticipated project duration is still accurate, the project start date is subject to the execution of the contract documents (likely to be finalised in December 2019). The Victoria Park East and Victoria Park West Projects are bundled as one project by the shortlisted contractor of Western Power.

Victoria Park West - Indicative Programme



Note: Though the anticipated project duration is still accurate, the project start date is subject to the execution of the contract documents (likely to be finalised in December 2019). The Victoria Park East and Victoria Park West Projects are bundled as one project by the shortlisted contractor of Western Power.

Average Cost Per Connection

Project	E10 Estimate	# Property Connections	Total Avg Cost Per Property Connection
Carlisle North	$ 8,567,407	947	$ 9,047
Victoria Park East	$ 9,011,303	1133	$ 7,953
Victoria Park West	$ 14,855,257	3018	$ 4,922
Avg ToVP	$ 10,811,322	1699	$ 6,362
Avg SUPP Round 6 to Date	$ 10,086,425	1128	$ 8,942

Government of Western Australia
Department of Finance
Public Utilities Office

State Underground Power Program

Major Residential Projects

Round Six Guidelines

Department of Finance | Public Utilities Office

December 2015

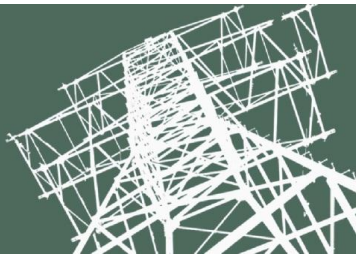


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1 Purpose of these Guidelines

The Government of Western Australia has invited local governments to submit project proposals for Round Six of the State Underground Power Program (the Program).

These Guidelines have been developed to:

- assist local governments in preparing and submitting project proposals (proposals); and
- outline the process used to select projects to be implemented under the Program.

These Guidelines reflect the priorities of the State Government, experience gained in previous funding rounds and the findings of a review of the Program.

The Program comprises two streams: Major Residential Projects and Localised Enhancement Projects. These Guidelines only apply to Round Six Major Residential Projects.

To be considered for funding under Round Six of the Program, project proposals submitted under previous rounds must be updated and re-submitted by the respective local government to satisfy the new criteria contained within these Guidelines.

2 Revised Program Arrangements

2.1 New Project Funding Arrangements

2.1.1 Local Government Funding Contribution

For Round Six of the Program, local governments will nominate the proportion of project funding they are willing to pay. The minimum contribution from local governments will be 50 per cent.

Project proposals offering a greater contribution share will receive a higher score in the selection process and be more competitive.

This arrangement will allow for more projects to be implemented within the approved Program budget. It will also better align funding contribution shares with the proportionate benefits received by Program participants. This approach is consistent with the findings made by the Economic Regulation Authority in a report titled *Inquiry into State Underground Power Program Cost Benefit Study* (the Inquiry Report).[1]

2.1.2 Western Power Funding Contribution

Western Power's project funding contributions will vary according to the costs that it avoids through undergrounding of distribution systems. These avoided costs are determined through the New Facilities Investment Test and are reviewed by the Economic Regulation Authority under the *Electricity Networks Access Code 2004* (the Code). This approach is consistent with the findings of the Economic Regulation Authority in its Inquiry Report.[2]

The New Facilities Investment Test is established under the Code and provides a method to assess the justification of each new network augmentation and the efficiency of proposal expenditure. It is the measure used to determine whether Western Power is following good business practice in efficiently minimising its capital investments to meet forecast demand.

[1] Economic Regulation Authority, *"Inquiry into State Underground Power Program Cost Benefit Study"*, 30 September 2011, page xvii.

[2] Ibid.

Horizon Power is not subject to the Code and does not use the New Facilities Investment Test. If a submission is received that relates to Horizon Power's electricity network, the specific circumstances relating to the project will be used to determine Horizon Power's project funding contribution.

2.1.3 Determining Contribution Amounts

Funding requirements for each project will be determined by the following sequence:

- Local governments will contribute between 50 and 100 per cent of the project cost as specified in the project proposal.
- Western Power's project funding contributions will vary according to the project costs that meet the New Facilities Investment Test.
- Where the sum of the local government contribution and the Western Power contribution exceeds 100 per cent of the expected project value, the Western Power contribution will reduce by the amount that exceeds 100 per cent.
- The remaining balance (if any) will be provided by the Government of Western Australia through the Department of Finance, Public Utilities Office.

A total cost cap of $11 million will be applied to individual project funding to maximise the number of projects the Program is able to deliver. If a project will cost more than this amount, the local government will be required to pay 100 per cent of the additional costs. [3]

2.2 New project Selection Criteria

In previous funding rounds, proposals were ranked and selected according to their ability to improve network reliability. Under the new arrangements for Round Six, the project selection process will use three selection criteria:

- Alignment of projects with Western Power's network priorities.

  The network priorities criterion will target projects that assist in addressing risk posed by the electricity network by replacing ageing infrastructure and advancing scheduled maintenance to the distribution system.

- Share of project funding to be contributed by local governments.

  The larger the share of project funding offered above 50 per cent, the more competitive a proposal will be in the selection process.

- Level of community support for projects.

  The level of community support for projects will be determined by a survey of property owners in a proposal area. The greater the level of community support above 50 per cent, the more competitive a proposal will be in the selection process.

Section 4 provides more information about the evaluation and selection of proposals.

3 Preparation and Submission of Project Proposals

3.1 Cost of Preparing Proposals

Local governments are responsible for the cost of preparing and submitting proposals. The Department of Finance (Public Utilities Office), Western Power and the Western Australian

[3] The cost estimates that are available to local governments when preparing project proposals can assist in identifying whether a project will exceed the $11 million cap.

Local Government Association will not be liable for any charges or costs incurred by participating local governments.

3.2 Process to Submit Project Proposals

To reduce administrative costs to local governments, less information will be required for Round Six project proposals than for previous funding rounds.

In preparing and submitting proposals, local governments should note the following requirements and information:

- Proposals must be lodged via Tenders WA (electronic submission preferred): https://www.tenders.wa.gov.au.
- Local governments must register on the Tenders WA website before they can submit project proposals.
  - The registration process should be completed before the date specified in the letter sent to local governments advising that Round 6 has commenced.
  - Local governments not registered by this date will not receive an invitation to submit a project proposal from Tenders WA.
- Local governments should use the template available from the Tenders WA website when preparing proposals and ensure they provide all of the information required in the template.
  - The template outlines the information required.
  - Accessing the template via Tenders WA will enable local governments to be notified of any addenda or changes to submission requirements that may occur.
  - Appendix A of this document provides further information on the format and timing of submissions.
- Submissions must be received by the closing time specified in the notice from Tenders WA requesting project proposals.
  - To ensure the process is fair, late submissions will not be accepted by Tenders WA, regardless of whether they are delivered by hand, electronically or by post.
  - To eliminate any doubt, the time received will be the time and date recorded upon receipt by Tenders WA.
- Local governments should familiarise themselves with the submission process well before the closing time and seek further information from Tenders WA if required.
- Any proposal that does not contain all the information requested may be classified as incomplete. While incomplete proposals may not be automatically disqualified, they may be assessed wholly on the information contained in them at the time of submission.

3.3 Timetable

The expected timetable for submission, selection and development of Round Six Major Residential Projects is:

- Deadline for lodgement of project proposals **31 March 2016**
- Evaluation of project proposals completed and announcement of Short List **August 2016**
- Detailed proposal stage for the first short-listed Major Residential Projects commences **September 2016**

- Commencement of first Major Residential Project **March 2017**
- Completion of first Major Residential Project (other projects will follow according to project schedules). **March 2018**

3.4 Enquiries and Clarifications

Enquiries relating to the use of Tenders WA should be directed to:

Procurement Systems Support
Telephone: (08) 6551 2020

Enquiries regarding any part of these Guidelines should be directed to:

Executive Officer, State Underground Power Program
Telephone: 08 6551 1000
Email: supp.executiveofficer@finance.wa.gov.au

Every attempt will be made to respond to enquiries at least five business days prior to the closing time for project proposals. Late requests for clarification (i.e. less than five days prior to the submission date) may not be addressed.

Enquiries relating to the application of technical criteria to a specific nominated area will be referred to Western Power. Responses to these enquiries will be kept confidential and not disclosed to parties outside of the local government making the enquiry, Western Power, the Evaluation Team and the State Underground Power Steering Committee[4].

Responses addressing any general point of clarification related to the Program and selection process may be posted as addenda on the Tenders WA website. The identity of the originator of the clarification request will remain confidential. In order to receive addenda of this nature, **local governments must access all Program related documents via the Tenders WA website**.

4 Evaluation and Selection of Project Proposals

4.1 Transparent and Efficient Selection Process

The Steering Committee is committed to ensuring that the selection of project proposals is transparent and efficient for all parties.

The Public Utilities Office, on behalf of the Steering Committee, has engaged an independent probity auditor to monitor and advise on the selection process.

All documentation relating to the selection of proposals will be controlled by the Public Utilities Office and held in a secure and restricted access environment.

4.2 Representation Made by the Steering Committee

The Steering Committee does not make any representation or provide any undertaking to local governments in relation to project proposals submitted.

Project proposals that are submitted are not guaranteed funding.

[4] The Underground Power Steering Committee (the Steering Committee) is responsible for managing the Program, and is comprised of representatives from the Department of Finance (Public Utilities Office), Western Power and the Western Australian Local Government Association.

4.3 Overview of the process

An Evaluation Team comprising representatives from the Department of Finance (Public Utilities Office), Western Power and the Western Australian Local Government Association will evaluate proposals.

The evaluation method used by the Evaluation Team to assess proposals is summarised in the following sections.

Figure 1 illustrates the process for project selection and development of Major Residential Projects under Round Six of the Program.

4.4 Compliance Assessment

Before the selection process commences, all proposals will be assessed to ensure they meet the following mandatory requirements.

- Only one submission for each proposal area is allowed.[5]
- The proposal should contain 500 to 800 property allotments.[6]
  - Proposals outside this range may be considered under exceptional circumstances[7].
  - Consideration of proposals outside this range under exceptional circumstances will be at the discretion of the Steering Committee.
- The proposal area must be predominantly zoned residential.[8]
- The proposal must be endorsed by the local government Mayor/ President **and** Chief Executive Officer.
- The proposal must provide details of the approach the local government will use to fund its contribution towards project costs. Further information about funding strategies is provided in Appendix B.

Proposals that do not meet the above requirements will be excluded from the selection process.

4.5 Evaluation of Proposals

A two staged evaluation process will be followed:

1. The Evaluation Team will rank proposals based on the network priority and local government funding contribution criteria.
2. The highest ranked proposals will then undergo a community support survey.

[5] Local governments cannot submit proposals that overlap or proposals for the same area that have differing funding contribution offers. Should more than one proposal be received, the submission offering the highest contribution share will be evaluated.

[6] This requirement applies to allotments and not properties. It is common for some allotments to contain more than one property.

[7] An exceptional circumstance could occur where a small area of the overhead distribution system might remain after a project.

[8] The proposal should not include large shopping centres, industrial estates or commercial estates. A minimum of 93 per cent of the proposal area allotments must be zoned residential – based upon the number of allotments not the area they cover.

Figure 1 - Project selection and development process



4.6 Stage One Evaluation

4.6.1 Network Priority

The network priority criterion will prioritise proposals for areas that offer larger improvements to electricity network security.

Local government submissions will be assessed using a Network Risk Management Tool that has been developed by Western Power. This tool is continually updated with electricity network data and currently focuses on the condition and location of electricity poles and related equipment.

The Program will provide a score for each proposal area that will be used for ranking purposes. Those proposals that offer the greatest benefits to the network will receive the highest network priority score.

The total score for each proposal will be an aggregate of the scores for individual network assets.[9] Project proposals that cover a larger area will have more network assets and are likely to have a larger total score. To enable a better comparison between proposals, an average asset score will be calculated for each proposal.

The average asset score will then be converted to a network priority criterion score out of 50. The process for converting the average asset score into the network priority criterion score will be as follows:

- The total asset score for the proposal area from the Network Risk Management Tool will be divided by the number of network assets for the proposal area to give a proposal average asset score.
- The highest score from the above process will be allocated a score of 50.
- All other proposals will be given a score out of 50 in accordance with the following formula:

  (Proposal average asset score/highest proposal average score) x 50 = x points

- In the case of two proposals having the same point score for network priority, the total asset score for the proposal areas will be used to rank one above the other.

Local governments can request maps that indicate which parts of the electricity network in a local government area will have a higher network priority score. This can assist in selecting proposal areas that are more competitive.[10] This process is voluntary.

Requests for network priority maps must be directed to the Executive Officer, State Underground Power Program, using the information request form available from the Tenders WA website.

To ensure that all requests can be accommodated, the availability of this service will cease four weeks before the closing time for submissions.

4.6.2 Local Government Funding Contribution Offer

Local government proposals must include the percentage of project costs they are offering to pay.

[9] For the purpose of project selection, network assets are power poles and related equipment.

[10] The network priority maps provide a relative indication of network priorities within a local government area. The network priority levels in one local government area may not correlate with levels indicated in maps for other local government areas.

The contribution share must be at least 50 per cent of project costs. Project proposals that offer to pay a greater percentage of project costs will receive a larger funding contribution score in the selection process.

Each proposal will receive a score out of 25 calculated as follows:

(Funding contribution - 50)% x 0.5 = x points

For example, a local government funding contribution offer of 68 per cent will be awarded 9 points as shown in the following formula:

(68-50)% x 0.5 = 9 points

It is acknowledged that local governments choosing the share of project costs they will pay is new to the Program and some local governments may find it challenging to link a contribution share bid in a proposal to an estimated cost. Obtaining an estimate of the total cost of a proposal will assist with this process.

One approach for estimating a total proposal cost is to multiply an average cost per allotment by the number of allotments in a proposal. For Round Five projects (to date), the minimum, maximum and average cost per allotment has been about $9,500, $13,000 and $11,000 respectively. After allowing for inflation an estimated average of $12,500 per allotment could be used for this purpose.

Local governments can also request an estimate of the total cost of a proposal (prepared by Western Power). The cost estimates must be requested through the Executive Officer, State Underground Power Program. To ensure that all requests can be accommodated, there will be a limit of five cost estimates per local government and the availability of this service will cease four weeks before the closing time for submissions.

Requests for cost estimates must include a map that clearly indicates the proposal area boundaries and property allotments. Information on ground conditions and any planned major works or developments in the proposal area will assist with the estimation process.

Local governments should endeavour to align proposal boundaries with electricity infrastructure. For example, both sides of a street are usually serviced by the same power line and therefore should be included in a proposal. It has been common in the past for proposal boundaries to require adjustment during the project development process and this can influence project costs and the results of community support surveys.

Western Power will utilise a model it has developed that uses project variables (technical and non-technical cost escalators) to provide preliminary estimates of project budgets. Western Power holds or will obtain the necessary information and data on ground conditions in proposal areas and other parameters that are required for this process.

During the cost estimation process Western Power will review proposal boundaries and may recommend changes to align with electricity infrastructure. Any such changes will be kept to a minimum and will only be recommendations. Local governments can then take this information into consideration when finalising project proposals.

There are many factors that influence project costs that cannot be allowed for in the cost estimation process. Local governments must accept all risks associated with the use of the cost estimates provided by Western Power. These factors include cost increases over time, unknown ground conditions (including suitability for drilling) and factors that affect contractor access and operation in a proposal area.

Local governments should note that submitting information about a proposal to obtain a cost estimate is a separate process to submitting a formal project proposal. This process cannot substitute the submission of a formal proposal.

4.6.3 Stage One Proposal Ranking

The score for the funding contribution criterion will be added to the score for the network priority criterion to obtain a total Stage One score for each proposal. Each proposal will then be listed from highest score to lowest score.

If a large number of proposals are received, the lowest scoring proposals might not undergo Stage Two evaluation. This is because only a limited number of proposals will be selected for the Short List and Reserve List and the cost of further evaluation of less competitive proposals (including community survey costs) is not warranted.

4.7 Stage Two Evaluation – Community Support

While the Program is popular with property owners, there are some that express dissatisfaction with contributing towards project costs. For technical reasons, individuals are not able to opt out of an underground power project in their area. To minimise the number of people affected in this manner, projects will be targeted to areas that have a higher level of community support.

The Evaluation Team will conduct a survey of property owners located in the areas subject to proposals that remain under consideration after the Stage One evaluation.

Given the high level of competition between proposals and the importance of obtaining an accurate indication of project support, an independent survey specialist company will be engaged to perform the surveys and a standard survey format will be used.[11]

The Evaluation Team may consult with Western Power to review the boundaries of each proposal for alignment with electricity infrastructure before the survey is conducted, if this has not occurred previously. Where changes are required, the relevant local government will be consulted to confirm its acceptance of the revised boundary changes.

Local governments will be asked to provide names and addresses to the survey company to enable the survey to be sent to property owners.[12] It is recognised that this information is confidential and mechanisms will be implemented to ensure the information is kept secure.

Local governments must cooperate with the Evaluation Team in preparing information for the survey and its circulation to property owners or proposals may be excluded from further consideration.

Properties owned by the State Government and participating local governments will be excluded from the survey so the results are not influenced by these organisations. It is assumed the applicant local government supports the proposal and State Government agencies that own land in the proposal area support the State Government's underground power program.

The survey will include an estimate of the average amount property owners will be asked to contribute towards each project. Western Power will use its cost estimation model and information in the proposal submission (including the number of properties in the proposal area) to calculate this estimate.

For a proposal to be considered for short-listing or reserve-listing, the community survey must show that at least 50 per cent of property owners who respond support paying the estimated cost to get undergrounding power.

The proportion of community support that is greater than 50 per cent will be used to determine the scoring for the community support criterion in accordance with the following formula. Each proposal will receive a score out of 25 calculated as follows:

[11] Survey return rates and the confidence level of the survey results will be analysed in the community support survey report.

[12] Only one survey will be sent per property.

(Community support - 50)% x 0.5 = x points

For example, community support of 82 per cent will be awarded 16 points as shown in the following formula:

(82 – 50)% x 0.5 = 16 points

4.8 Evaluation of Proposals Connected to Horizon Power Networks

The Program is open to proposals for areas connected to the Western Power and Horizon Power electricity networks. However, the Program does not normally receive Major Residential Project proposals relating to Horizon Power's electricity network. Should this occur, the evaluation process will be modified to allow consideration of those proposals.

The compliance assessment process outlined in Section 4.4 will apply but the network priority criterion evaluation will vary, as Horizon Power does not have a network priority assessment process that aligns with Western Power's Network Risk Management Tool. A network priority score will be determined in consultation with Horizon Power.

If a proposal achieves a sufficient score to move to the community survey stage of evaluation, the availability of Horizon Power funding will be confirmed and an estimate of the cost of the proposed project calculated.

An estimate of the local government funding contribution amount will then be determined (based on the funding contribution share offered in the proposal) and this will enable estimates of property owner contributions to be included in the survey.

All other aspects of the proposal evaluation and selection process will be as outlined for proposals related to Western Power's electricity network.

It is recommended that local governments liaise with Horizon Power when preparing project proposals, so that it can provide an indication of the network priority of the proposal and the availability of funding before a proposal is finalised.

4.9 Final Ranking of Proposals

Once the community support surveys have been completed and scores allocated, each of the three selection criteria scores will be combined to produce overall scores. The overall scores will determine the final ranking of each proposal that is evaluated in Stage Two.[13]

The final proposal ranking and selection will be based upon a score between zero and 100 points as follows:

- Network priority score maximum score 50
- Local government funding contribution score maximum score 25
- Community support score maximum score 25

The Evaluation Team will then prepare an evaluation report that will include recommended proposals for a Short List and a Reserve List. The evaluation report will be presented to the Steering Committee for endorsement prior to being forwarded to the Minister for Energy for consideration.

Upon approval of the Short List and Reserve List by the Minister for Energy, local governments with short-listed proposals will be invited to develop detailed proposals in consultation with Western Power and the Steering Committee.

[13] Less competitive proposals might not be surveyed (Section 4.6.3).

Successful short-listed proposals reaching the detailed proposal stage will be publicly announced following the Minister for Energy's consideration of the evaluation report and recommendations.

Reserve List proposals will only be considered if Program funding remains available after all Short List proposals have been undertaken or withdrawn from the Program.

Unsuccessful local governments will be given the opportunity to be debriefed on their proposals after the evaluation process has been finalised.

4.10 Further Information

The Steering Committee and the Evaluation Team may base their evaluation only on the information provided in project proposals, but reserve the right to seek further clarification to verify claims made in proposals. This may be undertaken at any time during the evaluation through, for example, structured interviews or written questions.

If there is a major deficiency in information provided to support any claim against the evaluation criteria, or matters being considered during the detailed proposal stage, the proposal may be declined by the Steering Committee.

4.11 Communication of Outcomes

Local governments should note the Steering Committee may release to the Minister for Energy and publically, details relating to short-listed and reserve-listed proposals.

5 Detailed Proposal Stage – Finalisation and Approval of Projects

Only local governments with proposals that are on the Short List will be invited to participate in the detailed proposal stage.

The detailed proposal stage involves Western Power and the relevant local government undertaking detailed design and cost analysis of a proposal to finalise the project boundaries, budget and technical elements.

The detailed proposal stage is conducted separately for each short-listed project according to the Program schedule. As the commencement of short-listed projects is spread over several years, the detailed proposal stage for the last short-listed project may not commence until several years after the selection process is completed.

Once projects have met all of the requirements of the detailed proposal stage, the Steering Committee will recommend their implementation to the Minister for Energy. Formal agreements that define the respective roles, responsibilities and obligations of all parties will then be developed for successful projects.

Proposals only become approved projects and allocated funding once a project agreement is signed by all parties.

Further information on the detailed proposal stage requirements is provided in Appendix B.

6 General Program Requirements

It is important that all local governments understand and agree to the conditions and requirements below, prior to submitting project proposals:

- The Program is a partnership between the State Government, Western Power and local governments. Local governments are represented on the Steering Committee by the Western Australian Local Government Association.
- Projects that are approved for implementation are centrally managed by the Western Power Underground Power Projects Area on behalf of the Steering Committee.
- Participating local governments must comply with all of the Steering Committee's project planning, scheduling and management requirements.
  - The coordinated management of projects is crucial to delivering the best possible outcomes to all participants.
  - Local governments that are unable or unwilling to cooperate with this process are advised to not submit proposals for Round Six.
- Local governments with successful projects are required to enter into a formal project agreement with the State Government and Western Power.
  - Each party to a project agreement may invoice the project for in-kind costs as specified in these Guidelines (Appendix C).
- The State will only fund the retrospective conversion of distribution lines to underground power supply. Undergrounding of transmission lines is not eligible for Program funding (Appendix D).
- Local governments wishing to incorporate improvements outside the basic scope of undergrounding projects, such as enhanced street lighting, will bear the full additional cost of those improvements. Similarly, Western Power will bear the full additional cost of any electricity network upgrades that are outside the scope of the project.
- Local governments must advise property owners during the project that consumer's mains cables installed as part of the project become the responsibility of the relevant property owner and are not the property of Western Power (Appendix E).

Appendix A – Submission of Project Proposals

Project proposals must be received in full by Tenders WA prior to the closing time specified in the notice requesting project proposals.

If a local government (the Respondent) submits a project proposal (proposal) electronically (the preferred format), then the Respondent must ensure that the electronic copy of the proposal is less than or equal to 20 megabytes and in one of the following file formats and extensions:

.doc*	.docx*	.pdf#	.txt	.rtf	.ppt*	.xls*

* Microsoft Compatible
# Adobe Compatible
NB: Zipped Files Acceptable

If the Respondent submits the proposal electronically, the Respondent agrees that:

- receipt of the proposal will be determined by the date and time shown on the electronic tender lodgement service receipt issued or, if no receipt is issued, the date and time the Tenders WA computer records that the proposal was received;
- if the electronic copy of the proposal contains a virus then, notwithstanding any disclaimer made by the Respondent in respect of viruses, the Respondent must pay to the Program Steering Committee or the Department of Finance all costs incurred by the Steering Committee or the Department of Finance arising from, or in connection with, the virus;
- lodgement of electronic files may take time and the Respondent must make its own assessment of the time required for full transmission of its proposal;
- neither the Steering Committee nor the Department of Finance will be responsible in any way for any loss, damage or corruption of the electronic copy of the proposal;
- if the electronic copy of the proposal becomes corrupted, illegible or incomplete as a result of transmission, storage, encryption or decryption, then the Steering Committee or the Department of Finance may request the Respondent to provide another copy of the proposal either electronically or in hard copy or both;
- if the Steering Committee or the Department of Finance requests the provision of another copy of the proposal, then the Respondent must:
  - provide the copy in the form or forms requested within the period specified by the Steering Committee or the Department of Finance;
  - provide a statutory declaration that the copy is a true copy of the proposal that was electronically submitted by the Respondent and that no changes to the proposal have been made after the initial attempted electronic submission; and
  - provide a copy of the electronic tender lodgement service receipt for the initial attempted electronic submission.

The Respondent may submit a proposal by hand at:

Tendering Services
Optima Centre
16 Parkland Road
OSBORNE PARK WA 6017

The Respondent may submit the proposal by post at:

Tendering Services
Locked Bag 11
OSBORNE PARK BC WA 6916

If the Respondent submits the proposal by hand or post, the Respondent must provide one (1) hardcopy and one (1) electronic copy on CD. Both the hardcopy and the CD must be marked with the Respondent's name and the State Underground Power Program.

It is the Respondent's responsibility to ensure that all copies submitted (including the electronic copy) contain the same information and that no information has been omitted from any one of the copies. Where information has been omitted from any one of the copies, the Respondent must bring this omission to the attention of the Executive Officer of the State Underground Power Program.

Appendix B – Detailed Proposal Stage Requirements

The detailed proposal stage involves Western Power and the relevant local government examining proposals and developing them further to finalise project budgets and technical arrangements.

Local governments should note that short-listed project proposals are not approved for implementation. Local governments must satisfy all of the requirements of the detailed proposal stage before a proposal can proceed.

The detailed proposal stage will include the following requirements:

- The project must demonstrate that it will deliver benefits to the network in relation to improving network security, upgrading ageing infrastructure and reducing maintenance costs. Proposals must pass Western Power's New Facilities Investment Test.
- The project design and boundaries must be finalised, and there must be funding available to cover the project budget.
  - This includes liaison with local governments regarding positioning of equipment, design and costing of street lighting.
  - Agreement must be reached regarding the treatment of any direct costs to the local government or Western Power for any parts of the project that are considered additional to replacing the original electricity supply and street lighting.
- The participating local government must confirm that it has strategies to secure its share of the project budget over the life of the project.
- The participating local government must provide evidence that it has strategies in place to maintain community support for the life of the project.
- There must be an agreement between all parties on the process for cash calls and other matters relating to account management.
- All matters related to boundaries shared with other local governments must be resolved and the boundaries must be accurately mapped to enable ratepayers and residents to identify if their properties are included in the project.
- The relevant local government will be required to provide the best available information on all underground services infrastructure in the project area to Western Power to ensure these services are accounted for during the detailed design phase. This will include plans for water and storm water drains, and gas and telecommunication services.

Further information on these points is provided below.

Demonstrated Ability of the Local Government to Meet Its Share of Project Costs

Local governments must provide in project proposals sufficient detail on the way project funding will be recouped from property owners. Project funding arrangements will be finalised during the detailed proposal stage.

It is the responsibility of each local government to determine its financial arrangements for projects and to respond to any associated community enquiries.

Based on Program experience, local governments might consider:

- raising part of the local government contribution from the general rate base in recognition of reduced tree pruning costs and general improvement to amenity of the local government area; and

- where funding is raised from property owners in the proposal area:
  - it should be in accordance with the *Local Government Act 1995*;
  - discounts may be offered to owners of properties adjacent to transmission lines (33,000 volts or more) that will not be placed underground (State Government and Western Power funding will only apply in relation to undergrounding local distribution lines as outlined in Appendix D);
  - discounts should be offered to owners of properties where the electricity supply connection is already underground;
  - discounts may be offered to owners of properties that do not receive the full amenity benefit from the project, such as where a transformer, switchgear or an interface with the overhead network is located on the front verge;
  - special consideration may be given to owners of commercial properties, non-rateable properties and where there are multiple connections on one allotment;
  - measures may be offered to assist affordability of underground power charges, such as offering extended payment plans to property owners; and
  - rebates should be offered to pensioners and concession card holders in accordance with the Pensioners and Seniors Rebate Scheme.
    - Local governments must consult with the Office of State Revenue to ensure arrangements are made in accordance with the *Rates and Charges (Rebates and Deferments) Act 1992.*

The Western Australian Treasury Corporation can provide loans to assist with project funding. The Local Government Borrowing Kit provides more information. Enquiries can be directed to the Corporation's client services team at csoperations@watc.wa.gov.au.

The arrangement of a loan, payment of interest and repayment of the principal, will be the responsibility of the local government.

Final Project Boundaries

In the detailed proposal stage, project boundaries will be finalised and a detailed design and cost estimate prepared. This will include streetlight design.

While the review of proposal boundaries during the cost estimation and project selection processes should minimise the need for proposal boundary changes, minor changes may be identified during the detailed proposal stage.

Local governments are responsible for consulting with affected property owners regarding these changes.

The Steering Committee must approve all changes to proposal boundaries. Unless there are extenuating circumstances, the Steering Committee will only accept changes that are within a +/- 10 per cent range in the proposed scope of work.

Non-equivalent Direct Costs to Local Governments and Western Power

The Program has an "equivalence" policy. This means that projects replace an overhead distribution service with an equivalent underground service of standard design. Projects will include reasonable enhancements considering the condition and adequacy of the existing electricity system, current technical requirements and reasonably anticipated growth. Projects will not include other distribution network upgrades or transmission system undergrounding, reinforcement or redesign. Appendix D provides further details.

Each party shall be responsible for the costs of any agreed extra project requirements that are not standard equivalent design. For example, decorative streetlight columns or Western Power network reinforcement.

Streetlight Design and Cost

Street lighting arrangements will be finalised during the detailed proposal stage. Local governments may elect to have Western Power street lighting or private street lighting installed.

Western Power Streetlights

Streetlights funded as part of the project will use Western Power standard powder coated poles and luminaires that will provide lighting levels to Australian Standards.

Enhanced street lighting, such as the use of decorative poles/luminaires or increasing the light levels to a higher Australian Standard category, may be installed at an additional cost to the local government.

Increasing light levels will incur greater tariff charges for street lighting; and decorative lighting will require a separate contract prior to the project agreement being signed.

Private Streetlights

If a local government elects to install privately procured lighting, a contribution to the cost of this lighting may be made from the project budget, if there is existing Western Power lighting. The amount of this contribution is equivalent to the costs incurred if Western Power standard powder coated poles and luminaires were used to match the existing lighting levels.

Typically, the local government will be responsible for managing the installation of private street lighting.

"Boundary" Interaction with Other Local Governments

The Steering Committee may agree to expand the scope of a project to include a street contiguous to the project boundary that is in an adjacent local government district.

This is subject to the Steering Committee being satisfied that suitable arrangements are in place between the local government that is a party to the underground power project agreement and the adjacent local government.

Evidence of consultation with affected property owners is required and confirmation in writing from the adjacent local government of agreement to project arrangements (including funding arrangements) is required prior to project implementation.

The adjacent local government will not be a party to the underground power project agreement.

Community Support

Due to the passage of time or changing circumstances, a local government may be required to conduct a survey of property owners during the detailed proposal stage to provide evidence that it has continuing community support[14] and to validate the extent to which the community is prepared to pay for the project.

[14] Evidence of continuing support will be if a clear majority of property owners, who respond to the survey, are in support of the project.

The survey must be conducted under arrangements approved by the Steering Committee, unless the Steering Committee waives this requirement. The State will not proceed with proposals that do not demonstrate adequate support from the local community.

The local government must implement a consultation and education program, including the provision of public information on the project. This process will require care and sensitivity, particularly where the local government plans to raise the bulk of its funds from directly affected property owners.

Participating local governments will have primary responsibility in consulting with property owners and residents throughout the detailed proposal stage. However, all communications need to be aligned with the practices and policies of the Program and be formally approved by the Steering Committee (or its nominated representative).

Participating local governments may approach the Steering Committee for assistance in designing and implementing a community consultation program.

Local governments will need to consult with property owners and residents regarding the location of equipment (including transformers, switchgear and street lights) on verges and sign-off that the final location of equipment is acceptable to all parties.

Western Power will provide advice to local governments on how to conduct this process in order to meet the requirements of the Steering Committee.

Local governments must also commit to undertaking a post project survey of property owners to measure the overall success of a project within an agreed timeframe. The survey must be in the standard format approved by the Steering Committee to enable a comparison across projects.

Project Agreements

A joint project agreement between the State Government, Western Power and/or Horizon Power and the local government will be provided for signing by all parties. This will formalise the project scope of works, the funding commitments and responsibilities for the parties and the general terms and conditions of the agreement.

Appendix C – Project Payments and In-kind Costs Incurred by Parties to Approved Projects

Project Payments

The parties to each project agreement will contribute their respective share of costs in cash in accordance with an agreed "cash call" schedule.

Local governments should note that the Program Manager shall (based on approved budgets and anticipated expenditure) make cash calls in respect of each project on the relevant parties every two months or as agreed by the parties to the project agreement.

Each party shall contribute its share of a cash call within 14 days and all such monies received shall be held by Western Power for and on behalf of the parties to the project.

Eligible In-kind Costs

Eligible costs are reasonable direct project costs incurred by any party to the project agreement. Subsequent to the agreement, these costs are categorised into direct labour, direct materials, general costs and project management costs.

Every two months the local government is to invoice its progressive project "in-kind" costs, as determined using these Guidelines. These invoices are to be verified by the Project Accountant and approved by the Program Manager (as defined in the relevant project agreement).

The in-kind cost provision is included in the project budget, based on local government reasonable estimates.

Direct Labour

Direct labour includes project specific hours worked by employees of a party. This can be estimated as a proportion of their total hours and will need certification from a senior officer/manager of that party.

Direct Materials

Direct materials are any material reasonably used on the project. Overheads cannot be applied to non-inventory direct purchase materials used on the project.

General Costs

These include:

- project newsletters to residents;
- underground power charges preparation and notification (excluding software);
- relevant consultant fees during the project implementation;
- reinstatement costs;
- post project surveys; and
- streetlight inspections.

Project Management Costs

These include labour and overhead material costs for:

- program management;
- design of the new underground network;
- contract establishment;
- material management;
- engineering;
- project management, contract administration and site supervision;
- quality management; and
- accounting services and public consultation.

Ineligible In-kind Costs

Computer Hardware, Software or Software Development

Computer and software costs are ineligible in-kind costs and cannot be claimed.

Costs Prior to Agreement

Administration or consultancy costs prior to signing a project agreement, such as preparing the project proposal and associated community surveys are ineligible in-kind costs. Project management costs for the detailed proposal stage may become eligible once a project agreement has been signed.

Non-equivalent extra Costs

Non-equivalent extra costs include extra project costs that are not associated with standard equivalent design, such as non-standard street lighting, system enhancements or reinforcement.

Value for Money

Parties are required to justify that the best value for money for the project has been achieved in incurring the expenses being claimed as in-kind costs where other alternatives are available to carry out the activity.

Any dispute on this matter is to be resolved by the Steering Committee. As part of the audit process, efficiencies of carrying out certain activities may be compared against similar activities carried out elsewhere. The intent is to strive for best practice.

Approved Overheads

Project agreements provide for a 93 per cent overhead on base direct labour (includes annual leave, long service leave, public holidays, payroll tax, retrospective pay, sick leave, superannuation, workers' compensation, insurance, fringe benefits tax, operational expenses and corporate support costs) and 10 per cent on direct materials. There are no overheads applicable to general in-kind costs, non-inventory items and consultancies.

Process to Submit Local Government Claims

A template is available to the local government from the Project Accountant to enable reporting of direct labour, direct materials, general costs, project management costs and overheads.

This is to be submitted with an invoice to the Project Accountant by the third working day of every second month for approval and inclusion in the monthly project business report.

Periodic Local Government In-kind Cost Reviews

During the project the Project Accountant undertakes periodic reviews with an officer nominated by the local government. All queries are to be resolved prior to the next review.

At the end of the project the Program Manager and the senior representative of the local government will be required to sign-off on the total approved in-kind costs. The Project Accountant reserves the right to conduct a full audit of project claims.

Commencement and Termination Dates

Local government in-kind costs are incurred from the date of project agreement signing with eligibility ceasing on the practical completion date. If justified by the Program Manager beforehand, reasonable in-kind costs incurred after practical completion may be claimed against the special 12-month warranty fund

Further Information

If any further information is required, please contact the Project Accountant on telephone (08) 9411 2806 or at SUPP@westernpower.com.au.

Appendix D – Replacing Transmission Infrastructure

Introduction

This Appendix identifies stakeholder and funding matters associated with interfaces between Program distribution and transmission systems and establishes Western Power's position in respect to responsibility and funding.

Background

The Program has an 'equivalence' requirement to underground the distribution system only. Additional transmission system work outside this distribution system equivalence policy is not funded by the Program.

The three main transmission system areas affected are:

- transmission overhead lines;
- transmission lines stayed on distribution poles; and
- overhead transmission pilot cables.

Transmission Overhead Lines

Transmission overhead lines are at or above 33,000 volts and form the interconnections between zone substations and terminal stations. In some cases, parts of the transmission and distribution systems share structural features.

Undergrounding of Transmission Lines

Although it would be preferable to underground transmission lines in a project area, prohibitive costs exclude this from the Program scope of work. The local government concerned may provide at its discretion partial rebates to property owners affected by overhead transmission lines remaining after the completion of the project.

Re-spacing Transmission Poles

Transmission overhead lines have in some instances had the bay distance reduced to facilitate the distribution network on a common pole. This has resulted in a substantial number of additional poles being installed.

Once the overhead distribution network is removed, local governments may wish to remove intermediate poles and/or re-space pole bays to improve the aesthetic appearance of the areas concerned. However, similar to undergrounding of transmission lines, the removal and re-spacing of transmission pole bays is outside of the underground project scope.

In both cases, the local government is directed to Western Power for direct negotiations to establish costs and timing. The local government concerned will need to take the additional costs into account when explaining the project to stakeholders and determining charges to property owners.

Transmission Line Pole Staying

Once the underground system is operational, all of the redundant overhead distribution system is removed. Where this removal creates a structural problem with the transmission system (for example pole staying), the Program funds all remedial work, which may include:

- retaining existing distribution poles for support; or

- establishing alternate staying arrangements.

The local government must consult with affected property owners and agree to the arrangement for supporting transmission poles before a distribution system will be removed.

Overhead Transmission Pilot Cables

Transmission pilot cables are part of the transmission control system. Pilot cables are often reticulated overhead and share overhead distribution assets.

Replacement of overhead transmission pilot cables with equivalent underground pilot cables is included in the standard project agreement and is fully funded by the Program.

Summary

Program funding will include transmission interfacing needs such as retaining existing distribution poles for support, establishing alternate staying arrangements and re-establishing pilot cable networks.

Non-Program associated transmission system work should be arranged separately and be fully funded by local governments. Local governments should include information on any planned changes to transmission networks in project proposals so that Western Power can provide advice on the feasibility of the proposed works and cost estimates.

Appendix E – Consumer Mains

It is acknowledged that at some premises in the project area a connection pillar (typically covered with a green plastic dome) and a consumer's mains cable (typically an underground cable connecting the premises to the connection pillar) may already be installed.

The Program Manager will take into account a pre-existing underground connection pillar and consumer's mains for any premises in the project area in the design of the project and the project budget, if those pre-existing works meet current electrical standards and requirements.

The local government should recognise any savings to the project and costs as a result of an applicable premise, by giving the owner a suitable discount on the underground power charge payable to the local government. In each case, the amount of the discount will be determined by the local government in consultation with the Steering Committee, and in accordance with the local government's proposal.

Local governments must also advise property owners during the project that consumer's mains cables installed as part of the project become the responsibility of the relevant property owners and are not the property of Western Power.

Further enquiries

Executive Officer
State Underground Power Program
c/- Public Utilities Office
Level 1, Albert Facey House
469 Wellington Street,
PERTH WA 6000

Postal Address:
Locked Bag 11
Cloisters Square WA 6850

Telephone: (08) 6551 1000
Email: supp.executiveofficer@finance.wa.gov.au

State Underground Power Program 6

Options to be considered









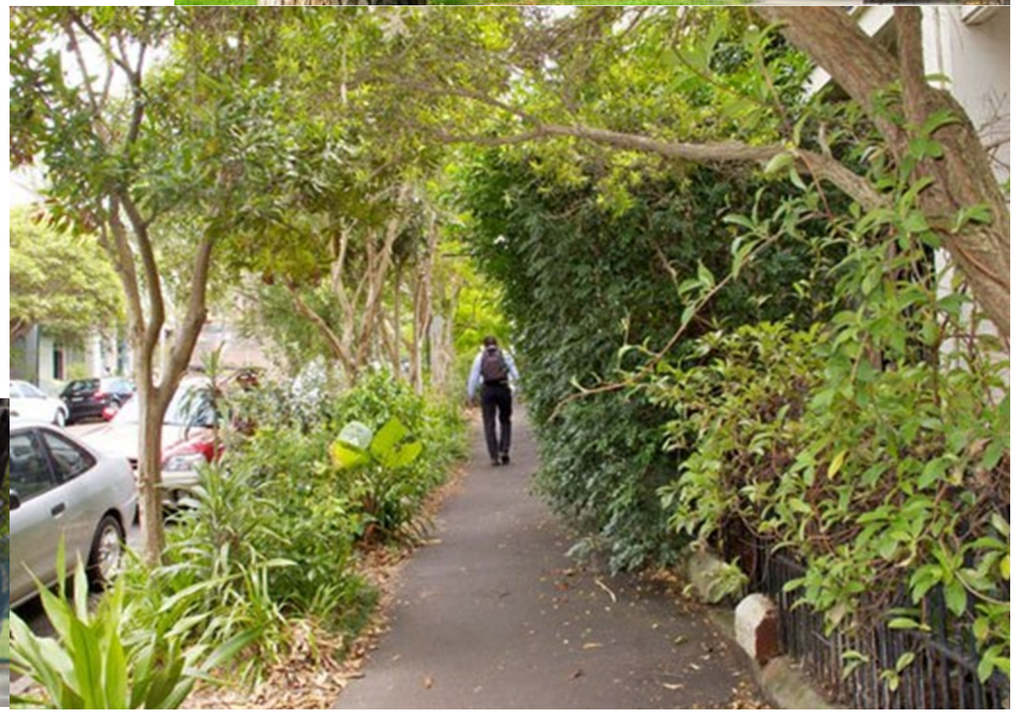
25 YEARS OF LOVING VIC PARK

TOWN OF VICTORIA PARK

Background



- **19** Metropolitan Projects (SUPP6)
- **Limit of 3 projects** per Local Government
- Maximum State Govt contribution of 50% co-funding
- ToVP SUPP 6 = 3 projects and 50% State Govt funded for each
- Benefits:
  - **improved streetscape** appearance
  - Increased **tree canopy** (complementing UFS)
  - Improved **property values**
  - Improved security and **reliability of power supply**
  - Improved **street lighting**
  - A **safer road** environment



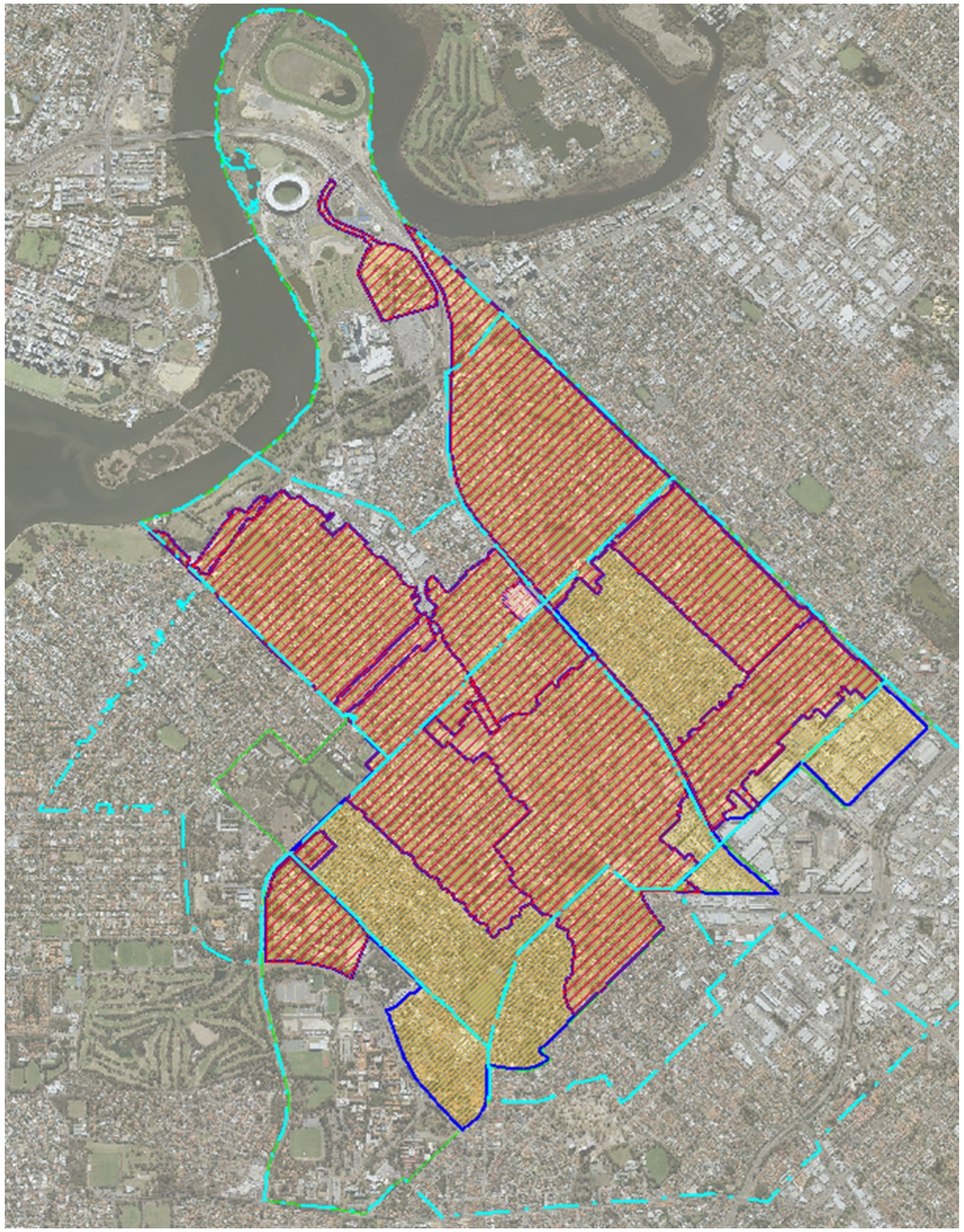


Where are we now?

- EMs were briefed on the cost changes for the SUPP projects from the initial E50 (rough estimate) and the E10 (contracted price) for SUPP6 projects
- On average projects were ~46% more costly than anticipated in the E50 estimate which was used to survey landowners if they would support the scheme (included $11mil cap).
- Requirement is to re-survey landowners if the price would be >10% difference
- Ops team and WPwr have been working to provide options so that SUPP6 can proceed







Approx 14,288 properties (inc reserves) have been undergrounded.
Excluding Curtin Uni, St James and industrial properties, approx. 1,500 residential properties remain.



UNDERGROUND FROM SERVICE POLE

(OVERHEAD FROM STREET POLE TO SERVICE POLE IN PROPERTY – THEN UNDERGROUND TO HOUSE)



PILLAR TO POLE

(UNDERGROUND FROM STREET POLE TO DOME – THEN UNDERGROUND TO HOUSE)

SUPP5 comparison

Project	Local Government	LG contribution	Proportion subsidised by LG	Upfront charge for standard detached dwelling ($)	Years to pay off (where instalment option taken)	Discount for underground service connection	Discount for underground service connection including dome	High voltage power lines discount
Maddington	Gosnells	35%	25%	2,790	5	26%	32%	.
Salter Point	South Perth	50%	9%	4,595	3	9%	10%	.
Lathlain North and South	**Victoria Park**	**50%**	**25%**	**4,305**	**5**	**9%**	**17%**	**50%**
Hamilton Hill	Cockburn	35%	20%	3,050	5	0%	15%	42.5%
Wilson East	Canning	50%	0%	4,340	10	7%	14%	87%
Coolbinia	Stirling	50%	0%	4,302	7	Discount can be up to 10% depending on the type of connection required		.

SUPP6 comparison





	E50	E10 (no int)
SUPP 6 total cost for TVP	**$ 12,428,324**	**$ 18,144,613**
Carlisle North		
Total Project Cost	6,750,488	8,567,407
TVP Contribution	3,375,244	4,283,704
Number of Properties	603	947
Service Charge	**$ 3,600**	**$ 4,523**
Victoria Park East		
Total Project Cost	7,360,268	9,011,303
TVP Contribution	3,680,134	$ 4,505,652
Number of Properties	1,025	1,142
Service Charge	**$ 3,500**	**$ 3,945**
Victoria Park West		
Total Project Cost	10,745,892	14,855,257
TVP Contribution	5,372,946	$ 9,355,257
Number of Properties	2,779	3,029
Service Charge	**$ 1,900**	**$ 3,089**

Problems/Risks

- Re-survey might produce a “no” for projects and one or more SUPP project is lost (linked projects)
- Time taken to re-survey might lead to contract cost escalations or need to re-tender
- Cost escalations might lead to another >10% change (groundhog day…)
- There may not be any future SUPPs
- Future SUPPs may be more costly
- It may be more difficult to secure future SUPP funding if Western Power commenced replacement of existing aging poles.







Options investigated

RECOMMENDED OPTION

Option 1.

BAU approach by providing **25%** flat subsidy to all project areas

Benefits:

- Precedent
- Fair/equitable (in % but not in value)
- Easy to communicate and defend

Risks:

- Need to resurvey 2 project areas (Vic Park East and Vic Park West)
- cost/borrowings **(cost to Town = $4,763,892 + "discount" of $731,486 based on 25% of SUPP5 discount rate)**

Options investigated

Option 2.

Providing a **variable subsidy** to project areas to bring each to within 10% of the E50. Carlisle North **16.7%**, Vic Park East **7.2%,** Vic Park West **35.62**%

Benefits:

- No need to resurvey
- Reduced borrowings **(cost to Town = $4,591,301 + "discount" of $731,486 based on 25% of SUPP5 discount rate)**

Risks:

- Inequity of subsidy
- Setting precedent

Options investigated

Option 3.

Reduce cost of all projects by the same **35.62%** to bring all project areas to within 10% of surveyed cost

Benefits:

- No need to resurvey
- Fair and Equitable (in %)

Risks:

- Setting a precedent of a higher % subsidy than in previous years
- Higher borrowing costs **(cost to Town = $6,788,451 + "discount" of $731,486 based on 25% of SUPP5 discount rate)**

Options investigated

Option 4.

Providing a **variable subsidy (hybrid of options 1 and 2)** to project areas to provide at least 25% subsidy to all 3 projects. Carlisle North **25%**, Vic Park East **25%,** Vic Park West **35.62**%

Benefits:

- No need to resurvey
- Fair and Equitable (in %) for Carlisle North and Vic Park East
- Owners in Carlisle North and Vic Park East will pay less than the E50 figures

Risks:

- Setting a precedent of a higher % subsidy for Vic Park West than in previous years
- Higher borrowing costs **(cost to Town = $5,807,743 + "discount" of $731,486 based on 25% of SUPP5 discount rate)**
- Owners in Vic Park West will pay more than the E50 figures as opposed to the benefits afforded to Owners in Carlisle North and Vic Park East.

Additional Discounts

	Carlisle North	Vic Park East	Vic Park West
Total number of Properties	947	1142	3029
Existing UG (EPEC)	320	337	1260
Vacant Lots (VAC)	14	33	72
Existing Pillar, New Connection (EPNC)	9	73	52
New Pillar, Existing Connection (NPEC)	75	326	770
New Pillar, New Connection (NPNC)	521	372	874
Properties Directly Impacted by Trans Lines	21	188	272
Properties with Trans lines behind/beside	10	1	2

	Discount rates SUPP5	Discount rates at 25% of SUPP5	Discount rates at 50% of SUPP5
HV Trans lines SUPP5	$ 2,870		
HV Trans lines CN		$ 594	$ 1,188
HV Trans lines VPE		$ 518	$ 1,036
HV Trans lines VPW		$ 405	$ 811
Pillar to pole	$ 750	$ 188	$ 375
Service pole to pole	$ 375	$ 94	$ 188
Vacant land	$ 750	$ 188	$ 375
Non rateable properties		100%	100%
Schools		$ -	$ -
Senior Centres		$ -	$ -

Outcomes

Options	Survey 2 required ?	Subsidy payable by the Town
Maintain the same level of subsidy of 25% across all 3 projects and undertake survey 2 for Vic Park West (+time and cost).	Yes for Vic Park West (approx 3,029 properties)	$4,763,892
Variable subsidy across all 3 projects	NO	$4,591,301
$1,435 subsidy (same as SUPP5 Subsidy $)across all 3 projects	NO	$7,344,330
35.62% Subsidy across all 3 projects.	NO	$6,788,451

Other considerations
Fund "discounts" using the Underground Power Reserve
Offer "Discounts" based on 25% of SUPP rates (total cost = $731,486)
Offer "Discounts" based on 50% of SUPP rates (total cost = $1,462,792)
Offer 100% "Discount" to Non Rateable properties ?
Offer 100% "Discount" to Seniors Centres ?



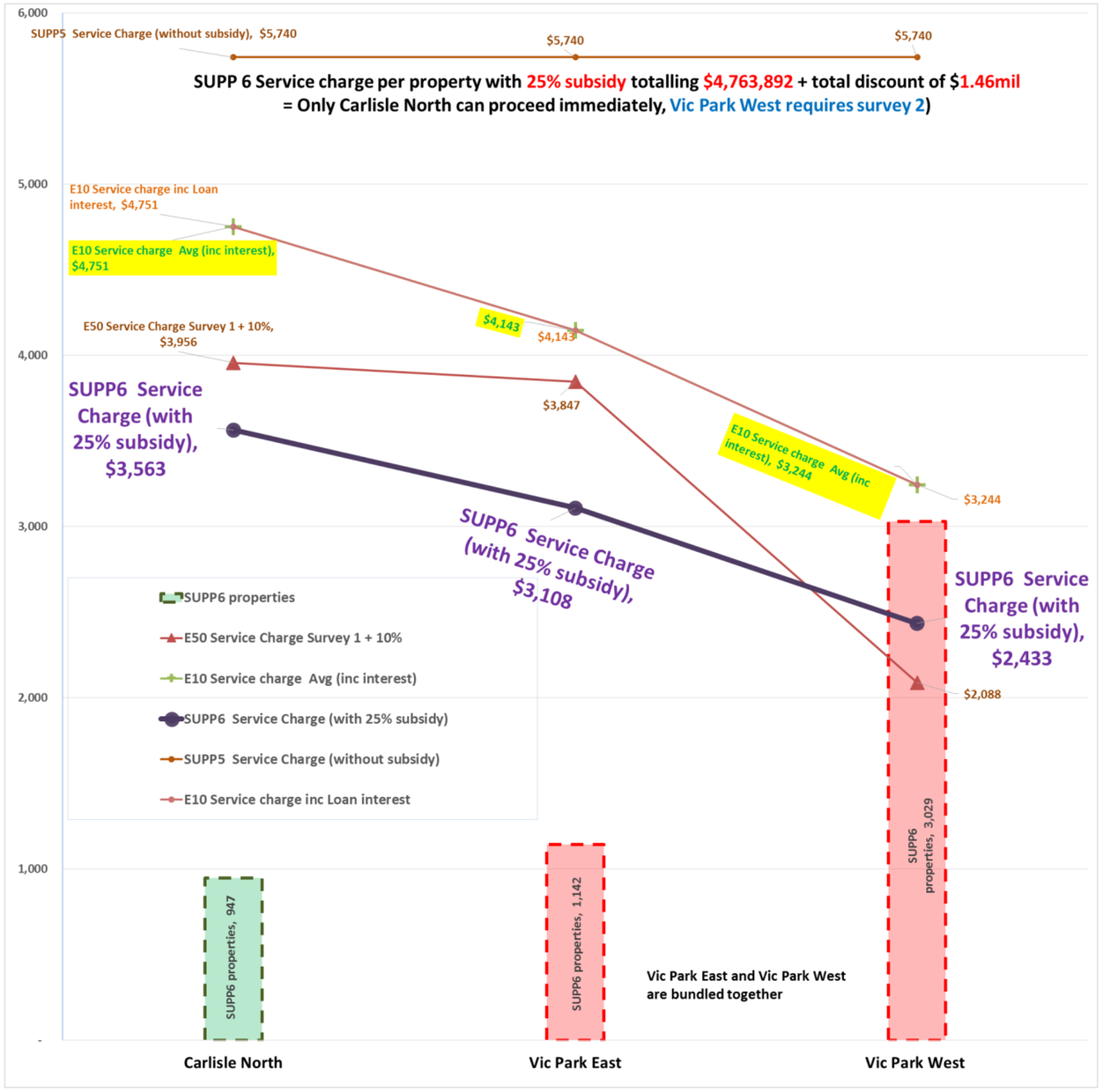
TOWN OF
VICTORIA PARK

WE'RE OPEN
VIC PARK

#LOVEVICPARK

VICTORIAPARK.WA.GOV.AU

Back up data below if required

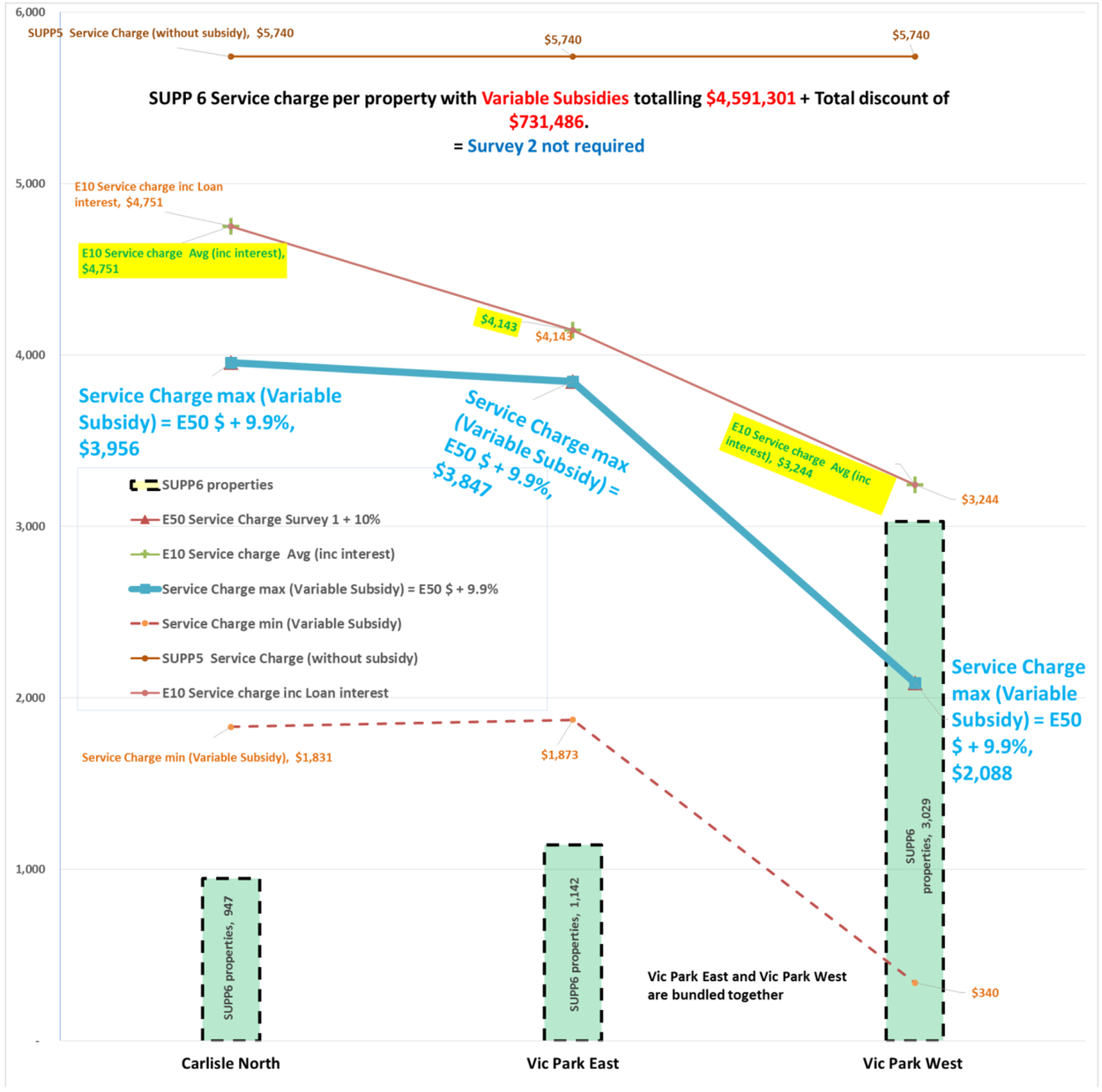




Option 1: 25% subsidy model

SUPP6 Discount (50% of SUPP5 rates) total

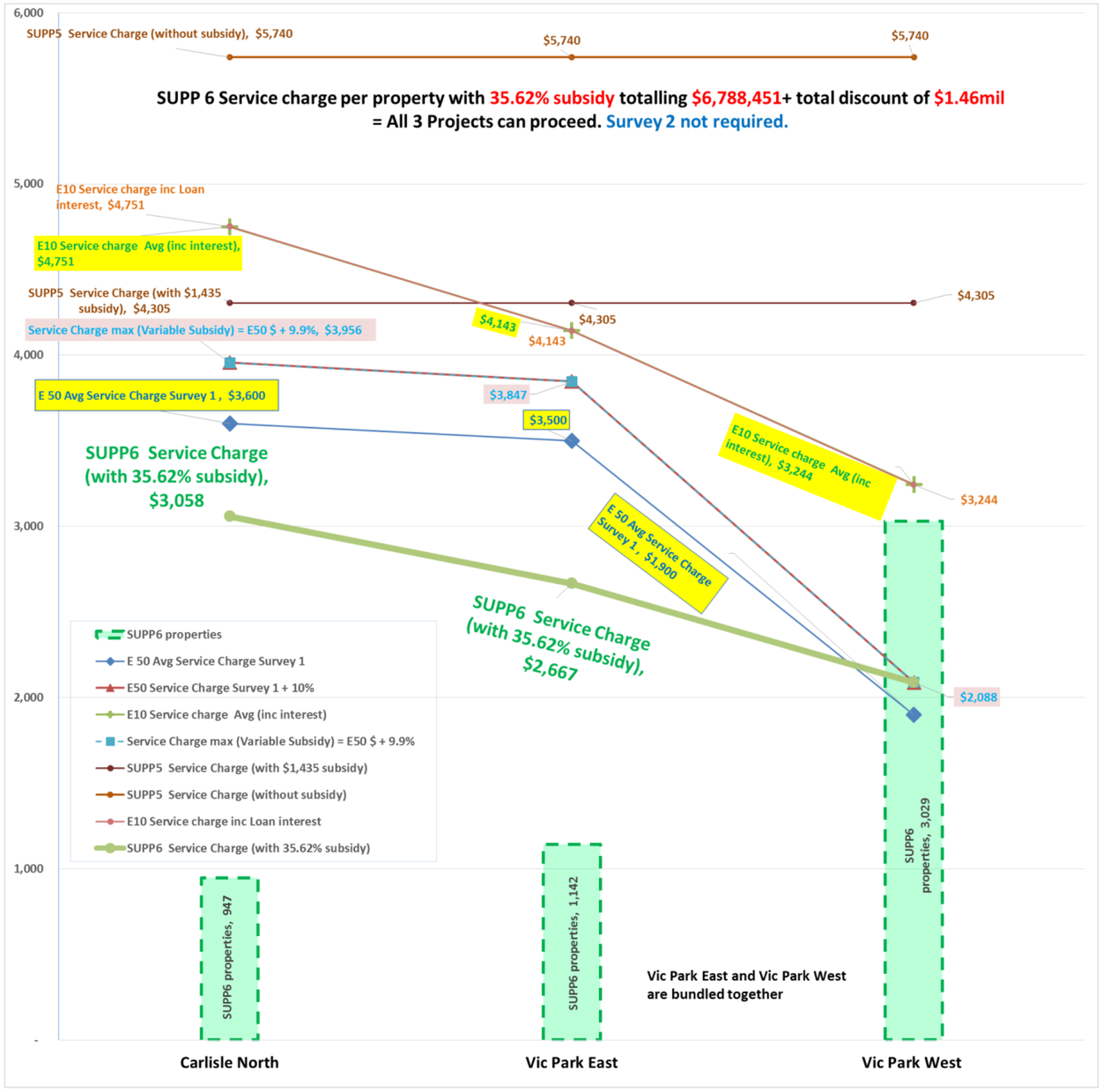
	Carlisle North:	Vic Park East:	Vic Park West:
Max discount (based on 50% of SUPP5)	$ 1,938	$ 1,786	$ 1,561
Max discount (based on 25% of SUPP5)	$ 969	$ 893	$ 780



Option 2: Variable subsidy model to ensure the E50 service charge for all 3 projects will not increase by more than 10%

SUPP6 Discount (25% of SUPP5 rates) total = $731,486 For variable subsidy model to maintain min service charge well above $0

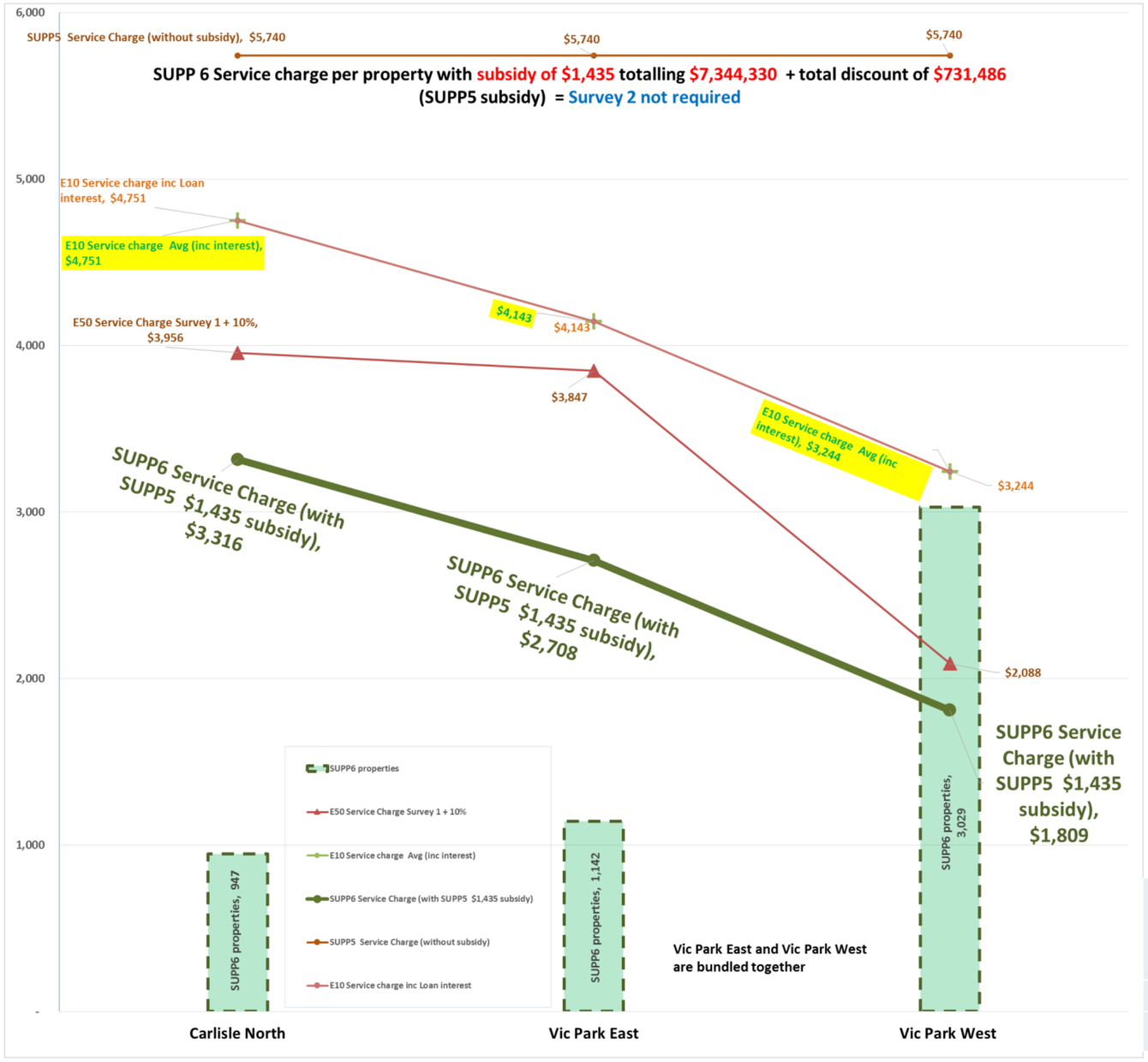
	Carlisle North:	Vic Park East:	Vic Park West:
Max discount (based on 50% of SUPP5)	$ 1,938	$ 1,786	$ 1,561
Max discount (based on 25% of SUPP5)	$ 969	$ 893	$ 780



Option 3: 35.62% subsidy for all 3 projects

SUPP6 Discount total = $1.46mil to maintain min service charge above $0

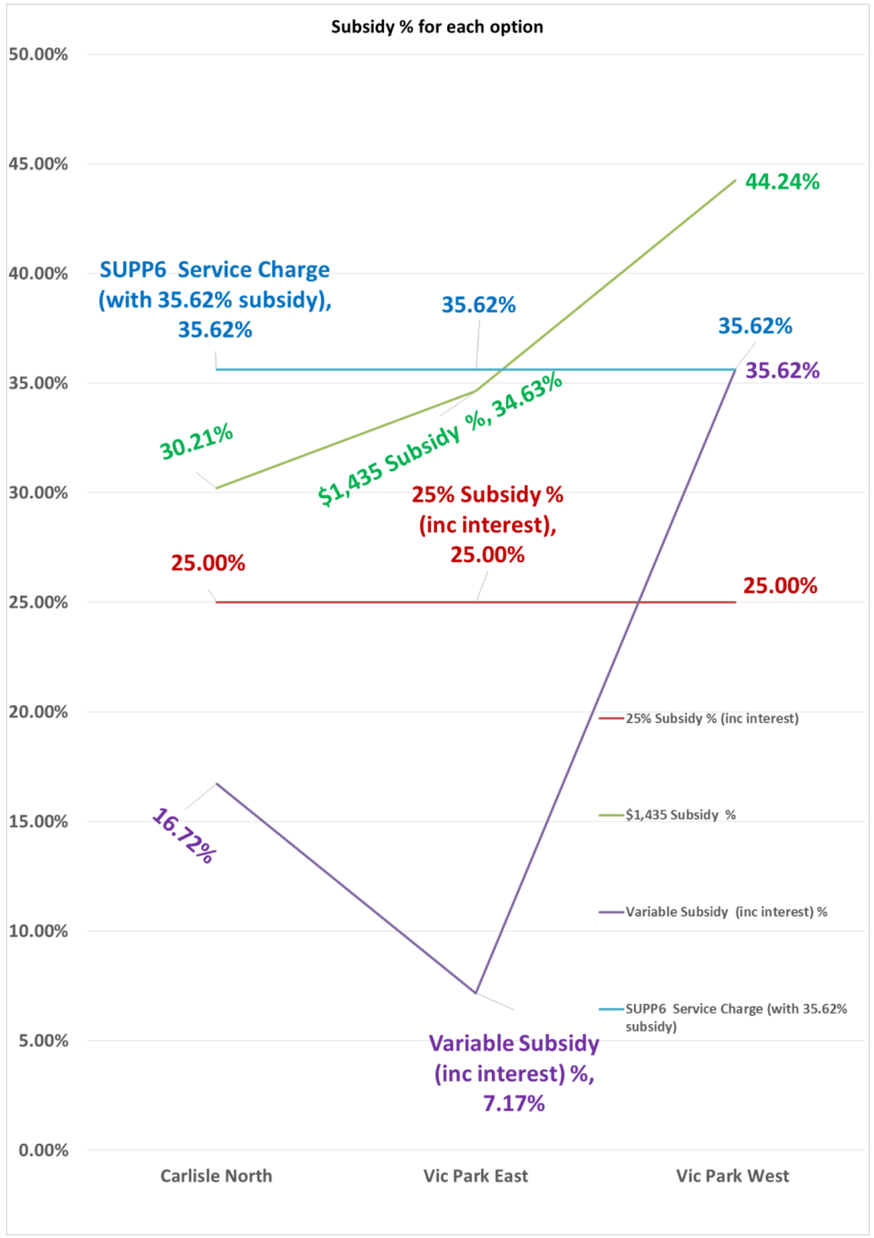
	Carlisle North:	Vic Park East:	Vic Park West:
Max discount (based on 50% of SUPP5)	$ 1,938	$ 1,786	$ 1,561
Max discount (based on 25% of SUPP5)	$ 969	$ 893	$ 780



Option 5: Matching SUPP 5 subsidy $

SUPP6 Discount (25% of SUPP5 rates) total = $731,486 to maintain min service charge above $0

	Carlisle North:	Vic Park East:	Vic Park West:
Max discount (based on 50% of SUPP5)	$ 1,938	$ 1,786	$ 1,561
Max discount (based on 25% of SUPP5)	$ 969	$ 893	$ 780





Comparing Subsidy in % of total project cost (exc “discounts”)

	Carlisle North	Vic Park East	Vic Park West
Total number of Properties	947	1142	3029
Existing UG (EPEC)	320	337	1260
Vacant Lots (VAC)	14	33	72
Existing Pillar, New Connection (EPNC)	9	73	52
New Pillar, Existing Connection (NPEC)	75	326	770
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Pillar to pole	$ 750	$ 188	$ 375
Service pole to pole	$ 375	$ 94	$ 188
Vacant land	$ 750	$ 188	$ 375
Non rateable properties		100%	100%
Schools		$ -	$ -
Senior Centres		$ -	$ -

	Discount rates SUPP5	Discount rates at 25% of SUPP5	Discount rates at 50% of SUPP5
HV Trans lines SUPP5	$ 2,870		
HV Trans lines CN		$ 594	$ 1,188
HV Trans lines VPE		$ 518	$ 1,036
HV Trans lines VPW		$ 405	$ 811
Pillar to pole	$ 750	$ 188	$ 375
Service pole to pole	$ 375	$ 94	$ 188
Vacant land	$ 750	$ 188	$ 375
Non rateable properties		100%	100%
Schools		$ -	$ -
Senior Centres		$ -	$ -

- Service Charge, Subsidy and Discount options

	Service charge per property			Subsidy per property				Max Discount perproperty				
	Carlisle North	Vic Park East	Vic Park West	Carlisle North	Vic Park East	Vic Park West		Carlisle North	Vic Park East	Vic Park West	Total cost of Discount	
Option 1 - 25% subsidy	$ 3,563	$ 3,108	$ 2,433	$ 1,188	$ 1,036	$ 811		$ 3,875	$ 3,572	$ 3,122	$2,925,944	@100% of SUPP5 rates
Option 2 - CN 16.7%, VPE 7.2%, VPW 35.62%	$ 3,956	$ 3,847	$ 2,088	$ 794	$ 297	$ 1,156		$ 1,938	$ 1,786	$ 1,561	$1,462,972	@50% of SUPP5 rates
Option 3- 35.62% subsidy	$ 3,058	$ 2,667	$ 2,088	$ 1,692	$ 1,476	$ 1,156		$ 969	$ 893	$ 780	$731,486	@25% of SUPP5 rates
Option 4- 25% CN, 25% VPE, 35.62% sVPW	$ 3,563	$ 3,108	$ 2,088	$ 1,188	$ 1,036	$ 1,156						
E50	$ 3,600	$ 3,500	$ 1,900									
E10 + Interest	$ 4,751	$ 4,143	$ 3,244									
SuPP 5	$5,740			$1,435			$4,370			$ 5,805		

No. of properties	947	1142	3029	947	1142	3029			
	Total services charge			Total cost of Subsidy					
	Carlisle North	Vic Park East	Vic Park West	Carlisle North	Vic Park East	Vic Park West	ToVP subsidy total	Lot Owner Service charge total	Project total cost
Option 1 - 25% subsidy	$ 3,374,077	$ 3,548,895	$ 7,368,706	$ 1,124,692	$ 1,182,965	$ 2,456,235	$ 4,763,892	$ 14,291,677	$19,055,569
Option 2 - CN 16.7%, VPE 7.2%, VPW 35.62%	$ 3,746,711	$ 4,392,703	$ 6,324,855	$ 752,058	$ 339,157	$ 3,500,086	$ 4,591,301	$ 14,464,269	$19,055,569
Option 3- 35.62% subsidy	$ 2,896,105	$ 3,046,158	$ 6,324,855	$ 1,602,664	$ 1,685,701	$ 3,500,086	$ 6,788,451	$ 12,267,118	$19,055,569
Option 4- 25% CN, 25% VPE, 35.62% sVPW	$ 3,374,077	$ 3,548,895	$ 6,324,855	$ 1,124,692	$ 1,182,965	$ 3,500,086	$ 5,807,743	$ 13,247,826	$19,055,569

STATE UNDERGROUND POWER PROGAM 6
COMMUNICATIONS AND ENGAGEMENT POLICY PLAN ON A PAGE

<table>
<tr><td>Project</td><td>State Underground Power Program</td><td>Concept/ABF/OCM dates</td><td>November 2019 OCM</td></tr>
<tr><td>Responsible Officer</td><td>John Wong/vacant SUPP6 officer</td><td>Consultation Period</td><td>Nov – Feb 2020</td></tr>
<tr><td>WO/GL</td><td>N/A</td><td></td><td></td></tr>
<tr><td>Project background</td><td colspan="3">The State has established a program to allow for overhead electricity distribution systems (poles and wires) to be replaced with underground electricity distribution systems (underground cables) so as to minimise the risk of storm and other damage and to improve streetscapes.

The Town has been selected to participate in the State Underground Power Program by the undergrounding of the electricity distribution system supplying the project area specified in Schedule G, within the LGA District.

Residential area's proposed:

• Victoria Park West residents, ratepayers and businesses
• Victoria Park East residents, ratepayers and businesses
• Carlisle North residents, ratepayers and businesses

The Town engaged ratepayers in 2016 seeking support or non-support of underground power being installed. Since the engagement of the three residential areas, an increase of costing affecting the Town has occurred (approx. 46%). To ensure that the above three projects are not further delayed and to avoid potential cost increases, the Town has adopted a subsidy approach that will limit the increase in cost payable by the affected lot owners to no more than 10% (E50+10%). The Town is now informing the affected lot owners of the increase in costs. We will inform the affected lot owners of the approval for the 3 projects to proceed and the financial implications of installing UGP to the areas involved.</td></tr>
<tr><td>Purpose / Aim</td><td colspan="3">To inform the affected lot owners of the approval achieved to commence Round 6 of the State Underground Power Program (SUPP6). We will also inform them of the project updates and the financial implications of installing UGP to the areas involved. Contact details will be provided should they wish to find out more about the projects.</td></tr>
<tr><td>Objectives</td><td>• Inform community of the process
• Bring awareness through communication tactics
• Provide a number of opportunities for public to comment</td><td>Outcomes</td><td>• Stakeholders are informed and aware of the project and increased cost
• Stakeholders informed of the services charge for each project and discounts that may apply to certain properties
• Stakeholders have been provided an opportunity to contact staff for further details if required</td></tr>
<tr><td>Issues</td><td>• Engagement has</td><td>Risks</td><td>• New residents are not</td></tr>
</table>

STATE UNDERGROUND POWER PROGAM 6
COMMUNICATIONS AND ENGAGEMENT POLICY PLAN ON A PAGE

	already taken place • Final decision makers is Council		aware of the program and weren't consultant • Potential buyers are not informed of the program if it goes ahead • Lot owners may not be aware of the 10% increase in the service charge (compared to the 2016 estimate provided to lot owners)
Negotiables	• Further information can be provided to all affected lot owners should there be consistent questions received about certain issues	**Non-negotiables** {Examples only}	• Service charges are set at the 2016 estimate plus no more than 10% increase • Discounts to be applied are set and each qualified property will receive no more than one discount. • Elected Members are the final decision makers
People	**Level of Interest**	**Level of Impact**	**Level of Influence**
Vic ParkWest ratepayers Vic Park East ratepayers Carlisle North ratepayers **Communication tools** {Customised}	H H H • Town website including FAQ • eVibe • Social media platforms as required • Residential letter drop	H H H **Engagement methods** {Mandatory}	M M M Letters
Evaluation and measures	• Number of responses received • Number of page visits • Community is aware and informed	**Reporting / Announcements**	• Town Website update • eNews update

Evaluation worksheet for tender TVP19-21 (Quotation request VP164095) - supply and laying of aspha

	Organisation capability		Personnel		Sustainability		Tendered Pric
Weighting	15%		15%		10%		60
Company	*Score (Out of 10)*	*Weighted Score*	*Score (Out of 10)*	*Weighted Score*	*Score (Out of 10)*	*Weighted Score*	*Score (Out of 10)*
Asphaltech Pty Ltd	8.7	13.0	8.3	12.5	8.0	8.0	10.0
Boral Resources WA	5.7	8.5	5.7	8.5	5.3	5.3	8.7
Downer	8.3	12.5	7.3	11.0	7.3	7.3	8.8
Fultan Hogan	8.0	12.0	7.7	11.5	7.7	7.7	7.9
Kee Surfacing	8.0	12.0	7.5	11.3	6.3	6.3	9.0
Roads 2000 Pty Ltd	8.7	13.0	8.7	13.0	8.0	8.0	8.7

Notes

1 Tendered pricing - evaluation based on weighted unit prices (tendered unit prices for indiv services x estimated quantities for those services as noted in tender request)

ılt

Fees and ces	Total Weighted Score	Ranking	Notes
)%			
Weighted Score			
			1
60.0	93.5	1	
51.9	74.3	6	
52.6	83.4	3	
47.3	78.5	5	
53.7	83.3	4	
52.0	86.0	2	

viidual

Friends of Kensington Bushland

Friends of KENSINGTON BUSHLAND

To: Town of Victoria Park
99 Shepperton Road, Victoria Park WA 6100
Att.: The Mayor and all Councillors

TOWN OF VICTORIA PARK
File No. Pac/1417-05
Xref No.
BLP ☐ CLP ☐ FLBLP ☐ FIN ☐ RAT ☐ ☐
15 OCT 2019
RAN ☐ EH ☐ PLN ☐ BLD ☐ RLP ☐ CEO ☐ HR ☐ NE ☐
DOC No.

14 October 2019

Dear Mayor and all Councillors,

RE: Petition to revegetate Kent Street Sandpit as part of the Jirdarup Bushland Precinct

The Town of Victoria Park (ToVP) is fortunate to have a large public open space of almost 20 hectares, the **Jirdarup Bushland Precinct**, within its boundaries. Following extensive public consultation the Jirdarup Bushland Precinct was purposely created by the ToVP in 2015 in order to protect and maintain this important natural asset as a whole.

By revegetating the 8 ha. large Kent Street Sandpit, our Jirdarup Bushland Precinct could become the **"Kings Park of the South"**, providing public access to 9.1 hectares of pristine and endangered banksia woodlands at its heart, and complementing the revegetated 2.7 ha of George Street Reserve.

The Sandpit revegetation project will be in line with decisions made by the State Government and ToVP Council throughout the past nineteen years. Key milestones include:

- **December 2000:** The State Government designated Kensington Bushland and parts of the Kent Street Sandpit (an area of 9.1 ha in total) as **'Bush Forever'** Site No. 48, thereby recognising the regional significance of the area.
- **11 July 2000:** ToVP Council resolved "that the Kent Street Sandpit site be **reserved for passive recreational and cultural purposes**" in line with its **zoning as 'Parks and Recreation'** under both the Local Planning Scheme and the Metropolitan Regional Scheme.
- **March 2005:** ToVP's **"Kensington Bushland Protection Study"** reaffirms the Council resolution that the future uses of "the Kent Street Sandpit site be reserved for passive recreation and cultural purposes".
- **2013:** ToVP's **"Environmental Plan 2013-2018"** states that the Council wishes to convert Kent Street Sandpit to a **revegetated, passive public open space**, as per the recommendation of the "Kensington Bushland Protection Study" from 2005.
- **August 2015:** A Council resolution pronounces the **creation of the "Jirdarup Bushland Precinct"** (Place of Birds), that incorporates Kensington Bushland, George Street Reserve and the Kent Street Sandpit; in recognition that these areas don't function independently.
- **September 2016:** Banksia Woodlands of the Swan Coastal Plain, such as Kensington Bushland, are recognised as an **'endangered ecological community'** by the Environment Protection and Biodiversity Conservation Act 1999, sections 189, 194N and 266B.
- **18 July 2017:** Kent Street Sandpit (site number 71752, Lot No. 705) is reclassified by the Department of Water and Environmental Regulation (DWER) from its 2003 status to a contaminated site that is **'Remediated for restricted use'**. Under this classification:
  - The ongoing land use of the site is restricted to **recreational open space**, with **passive** recreational use permitted provided the site is managed in accordance with

the 'Site Management Plan - Kensington Bushland, Kent Street, Victoria Park' (SERS, 3 July 2017),

- The construction of buildings with enclosed spaces or large areas of impermeable surfaces (such as asphalt car parks or sporting courts) is **not** permitted without further assessment of landfill gas, while the abstraction of groundwater for any purpose is not permitted.

➢ **April 2018:** ToVP's **"Kensington Bushland Management Plan"** recommends the **"progressive rehabilitation/revegetation** of the Kent Street Sandpit site" as a key action to enhance the native-vegetated buffer for Kensington Bushland, mitigating edge effects and increasing linkages for Kensington Bushland.

➢ **September 2018:** ToVP's Council approves the Town's first **Urban Forest Strategy** which identifies the Kent Street Sandpit as a **priority revegetation and tree planting site** that would significantly contribute to the Town's 20% tree canopy target.

Our petition, therefore, requests that the Council - as a matter of priority and for the benefit of the community – resolves to:

- **Implement** Council's long-standing policies and decisions to revegetate the 8-hectare Kent Street Sandpit in the Jirdarup Bushland Precinct as public open space for 'passive recreational and cultural purposes',
- **Collaborate** with community groups to immediately commence project planning and revegetation activities,
- **Allocate** the necessary resources to ensure the project is completed within reasonable time.

We have enclosed reference documents for the above key milestones and look forward to working with the Town and its community on the revegetation of the Kent Street Sandpit very soon.

Kind regards,
Friends of Kensington Bushland (established 1999)

Vicki Caulfield – Events Coordinator

Mobile: 0416 049 550
Email: vicki_c@iinet.net.au

Klaus Backheuer – Chair

Mobile: 0450 083 757
Email: kbackheuer@hotmail.com

Enclosures:

- Extract from Kensington Bushland Management Plan, 16 April 2018
- Determination by the Department of Water and Environmental Regulation (WA) under the Contaminated Sites Act 2003, 18 July 2017
- Extract Item 12.3, Proposed Creation and naming of Jirdarup Bushland Precinct, Ordinary Council Meeting, 11 August 2015
- Extract Item 2.5, Kent Street Sandpit Usage, Ordinary Council Meeting, 11 July 2000

April 2018

4 Reserve management

4.1 Overview of current management initiatives

An overview of the implementation status of various management activities undertaken at the Reserve is provided in **Table 2**.

Table 2: Status of previously recommended management actions for Kensington Bushland Reserve and surrounds

Previous Management Plan recommendation / other initiatives	Status (ongoing, complete or incomplete)
Protect and revegetate the remnant vegetation on the Police and Citizens Youth Club, George Street Reserve and Kensington Secondary School sites	Commenced 2010; Ongoing (in Stage 3 of a five stage project)
Reclaim the remnant vegetation on the Kensington Secondary School site into council land by purchase or land swap	Feasibility yet to be investigated
Incorporate the remnant bushland surrounding the Kensington Bushland into a buffer between any future development and the bushland to ensure its long-term protection	Complete
If possible, expand the boundary of the Kensington Bushland Bush Forever boundary to include the remnant vegetation on the Police and Citizens Youth Club, George Street Reserve and Kensington Secondary School sites	To be investigated
Close Baron-Hay Court to vehicles beyond the Kensington Bushland car park and develop a shared path in place of the road. As part of developing the shared path expand the buffer between the shared path and the Kensington Bushland	Limited ability to close road given current access to DAFWA site.
Infill plant the area between Harold Rossiter Park and the Kensington Bushland	Commenced 2009; Ongoing expansion of buffer
Revegetate the buffer between Kent St and the Kent St Sand Pit	Commenced 2009; Ongoing
Revegetate the Kent St Sand Pit site with local native species that can be utilised as a seed production area for revegetation programs within the Town. Ensure that any revegetation is undertaken in a manner that does not preclude the future use of the area for an education / cultural centre	Commenced 2009; Surrounds ongoing, rest of site, to be confirmed
Ensure that the area of public open space within the study area is maintained so that pressure is not put on the Kensington Bushland Reserve for activities such as dog walking and bike riding	Ongoing
Restrict the number of trails through remnant vegetation areas by rehabilitating minor trails and providing set shared path for access between Kent St and George St	Commenced 2016; Complete (though constantly reviewed)

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4.3 Future land development and surrounding land use management

The Town has a number of documents that provide for local biodiversity conservation and are considered throughout the planning process (e.g. scheme amendments, structure plans, and subdivision or development applications), including the Environmental Plan and Strategic Community Plan. There are a range of avenues for protection of the Kensington Bushland Reserve in the context of surrounding land uses and any potential future development, in addition to this Management Plan, including:

- acquisition and management by the Town
- amending zoning to one that is more sympathetic to protection (e.g. Public Open Space; this could be undertaken at the time of land zoning changes or assessment of structure plans, subdivision or development applications)
- conservation covenants/covenants on titles
- development control provisions within Local Planning Scheme
- conditions on planning applications (e.g. requirement for vegetated buffer strips along lot boundaries adjoining the Reserve, in structure plans or subdivision applications).

In addition to the local planning processes, there are a range of other legislative and planning policy documents that can protect and manage potential impacts to Kensington Bushland Reserve. Some of these include:

- Part IV and V of the *Environmental Protection Act 1986* (assessment of significant proposals and clearing)
- *Planning and Development Act 2005*
    - State Planning Strategy
    - State Planning Policies
    - Sub-regional planning framework
    - Planning Bulletins
    - Guidelines (e.g. Better Urban Water Management Guidelines)
- Federal Government *Environment Protection and Biodiversity Conservation Act 1999*.

For the land surrounding the Reserve that is within the Town's control and management, maintaining a native-vegetated buffer to mitigate edge effects and increase linkages, is the key action that can be undertaken. Progressive rehabilitation/revegetation of the Kent St Sand Pit site would enhance this buffer. It is recommended that these activities initially be focused on areas that are immediately adjacent to the Reserve to provide the maximum buffer, however, relocation of fencing to accommodate these new rehabilitation areas will also limit costs associated with the work.

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Contaminated Sites Act 2003
Basic Summary of Records Search Response

Report generated at 06:13:05PM, 22/05/2019

Receipt No:	
ID No:	*71752*

Search Results

This response relates to a search request received for:

63 Kent St
Kensington, WA, 6151
Lot 705 on Deposited Plan 230206 as shown as Subject M on Deposited Plan 410474 on certificate of title LR3139/186, known as 63 Kent Street, Kensington WA 6151

This parcel belongs to a site that contains 1 parcel(s).

According to Department of Water and Environmental Regulation records, this land has been reported as a known or suspected contaminated site.

Address

63 Kent St
Kensington, WA, 6151
Lot 705 on Deposited Plan 230206 as shown as Subject M on Deposited Plan 410474 on certificate

Parcel Status

Classification: 18/07/2017 - *Remediated for restricted use*

Nature and Extent of Contamination:

Metals (such as lead, copper and zinc), hydrocarbons (such as from diesel or oil) and pesticides are present within landfill wastes beneath the site at depths up to 6.5 metres below ground level.

Hydrocarbons (such as from petrol), nutrients, iron, manganese and chloride are present in groundwater beneath the site.

Landfill gas (carbon dioxide) is being generated by degrading landfill wastes present beneath the site.

Restrictions on Use:

The land use of the site is restricted to recreational open space which excludes sensitive uses with accessible soil such as childcare centres, kindergartens, pre-schools and primary schools. The site should not be developed for a more sensitive use such as residential use or childcare centres without further contamination assessment and/or remediation.

Due to the nature and extent of groundwater contamination identified to date, the abstraction of groundwater for any purpose is not permitted.

Due to the presence of buried waste beneath the site generating landfill gas (such as carbon dioxide) the construction of buildings with enclosed spaces or large areas of impermeable surfaces (such as asphalt car parks or sporting courts) is not permitted without further assessment of landfill gas.

The ongoing use of the site for passive recreational land use is permitted provided the site is managed in accordance with the 'Site Management Plan - Kensington Bushland, Kent Street, Victoria Park' (SERS, 3 July 2017), which is available from the Town of Victoria Park. The site management plan details the restrictions outlined above and includes provisions for:

- maintaining appropriate cover over areas of waste fill;

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Contaminated Sites Act 2003
Basic Summary of Records Search Response

Report generated at 06:13:05PM, 22/05/2019

- managing risks to human health during soil disturbing works; and
- periodic site inspections to ensure cover over waste fill and recover any visible fragments of asbestos-containing material.

Reason for Classification:

This site was reported to the Department of Water and Environmental Regulation (DWER) as per reporting obligations under section 11 of the 'Contaminated Sites Act 2003' (the Act), which commenced on 1 December 2006.

The site was first classified under section 13 of the Act based on information submitted to DWER by January 2007. The site has been classified again under section 13 of the Act to reflect additional technical information submitted to DWER by July 2017.

The site consists of the southern portion of Lot 705 on Plan 230206, as shown as subject M on deposited plan 410474.

The site was reported in 2007 due to its historical use for sand mining and landfilling between the mid-1960s and 1992. Between 1992 and 2006 the site was used for the storage and disposal of inert waste, including street sweepings, and the storage and washing of heavy vehicles. Landfilling and waste disposal are land uses that have the potential to cause contamination, as specified in the guideline 'Assessment and management of contaminated sites' (Department of Environment Regulation [DER], 2014)

A preliminary site investigation was carried out in December 2004 that confirmed the historical uses of the site and identified stockpiles of construction and road sweeping wastes, two stormwater compensation basins, a number of areas of soil staining from vehicle cleaning activities and areas of inert landfill material (such as building or construction waste).

Detailed site investigations were undertaken in phases between 2009 and 2014. These investigations confirmed the presence of fill material at shallow depths extending to 1.5 to 6.5 metres below ground level. The fill material observed was indicative of inert building and construction waste, with an area of suspected municipal waste in the south and west of the site.

Soil investigations in 2009 and 2011 found that metals (lead, copper and zinc), hydrocarbons (such as from petrol or diesel) and pesticides (dieldrin) were present in the waste material at concentrations exceeding Ecological Investigation Levels and/or exceeding Health-based Investigation Levels for parks and recreational areas, as published in 'Assessment Levels for Soil, Sediment and Water' (Department of Environment and Conservation [DEC], 2010), which were relevant criteria at the time of the investigation. The soil impacts were present at depths greater than 1.5 metres below ground level and therefore unlikely to pose an unacceptable risk to human health or the environment under the proposed passive recreational land use.

Shallow soil investigations were undertaken in 2014 which did not identify any contaminants of concern in shallow soils at concentrations exceeding Health Investigation Levels (HILs) for recreational land, as specified in the 'National Environment Protection (Assessment of Site Contamination) Measure 1999' (the NEPM). It is noted that Lead was identified in one shallow sample at a concentration exceeding the relevant HIL for residential land use.

Occasional fragments of asbestos containing material (ACM) were identified on the soil surface of the site during early site investigations. However, ACM was not observed at depth within the waste material. A detailed asbestos survey was undertaken in 2014 which identified (and removed) a small

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quantity of ACM fragments in the north-west portion of the site corresponding to the former location of waste stockpiles containing ACM which were observed in 2009. The quantity of ACM identified at the site is considered to be below criteria specified in 'Guidelines for the Assessment, Remediation and Management of Asbestos-Contaminated Sites in Western Australia' (Department of Health, May 2009).

Groundwater investigations in 2011 identified benzene (such as from petrol) in groundwater at one location at a concentration marginally exceeding the assessment level for non-potable use of groundwater, as specified in the 'Assessment and management of contaminated sites' (DER 2014). Further monitoring in 2014 did not identify benzene in groundwater beneath the site.

Investigations also identified nutrients (such as ammonia and nitrate) and metals (such as copper and nickel) at concentrations exceeding criteria relevant to the protection of surface water environments. However, given the absence of sensitive surface water receiving bodies in proximity to the site, nutrients impacts to groundwater are unlikely to pose an unacceptable risk to the environment. The concentrations of ammonia in groundwater beneath the site also exceeded the aesthetic assessment level of non-potable use of groundwater, indicating that groundwater beneath the site may not be suitable for garden reticulation or irrigation of playing fields.

Landfill gas is being generated by areas of historical domestic landfill beneath the site. During sampling events in 2011, 2012 and 2014 carbon dioxide was present at 1.5 metres below ground level at concentrations exceeding the action criterion published in 'CIRIA C665: Assessing risks posed by hazardous ground gases to buildings' (Construction Industry Research and Information Association (CIRIA), 2007). Concentrations of methane recorded in soil gas at the site did not exceed the action criterion as specified in CIRIA 2007.

Based on the absence of buildings or large areas of impermeable surfaces (such as car parks) the generation of landfill gas beneath the site is unlikely to pose an acute risk to human health under a passive recreation landuse.

A site management plan has been prepared to facilitate the ongoing use of the site for passive recreation and outlines management measures to ensure that identified contamination at the site does not pose an unacceptable risk to human health, the environment or any environmental value.

The site is contaminated and has been remediated such that it is suitable for passive recreational use, subject to implementation of the site management plan. Therefore, the site is classified as 'remediated for restricted use'.

DWER, in consultation with the Department of Health, has classified this site based on the information available to DWER at the time of classification. It is acknowledged that the contamination status of the site may have changed since the information was collated and/or submitted to DWER, and as such, the usefulness of this information may be limited.

Other Relevant Information:

Where the land is part of a transaction - sale, mortgagee or lease agreement, the land owners MUST PROVIDE WRITTEN DISCLOSURE (on the prescribed Form 6) of the site's status to any potential owner, mortgagee (e.g financial institutions) or lessee at least 14 days before the completion of the transaction. A copy of the disclosure must also be forwarded to DWER.

Action Required:

Disclaimer
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	The site is required to be managed in accordance with 'Site Management Plan - Kensington Bushland, Kent Street, Victoria Park' (SERS, 3 July 2017).
Certificate of Title Memorial	Under the Contaminated Sites Act 2003, this site has been classified as "remediated for restricted use". For further information on the contamination status of this site, please contact Contaminated Sites at the Department of Water and Environmental Regulation.
Current Regulatory Notice Issued	**Type of Regulatory Notice:** *Nil* **Date Issued:** *Nil*
General	No other information relating to this parcel.

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12.3 Proposed Creation and naming of Jirdarup Bushland Precinct

File Reference:	PR3
Appendices:	No

Date:	17 August 2015
Reporting Officer:	G. Wilson
Responsible Officer:	W. Bow
Voting Requirement:	Simple Majority

Executive Summary:

Recommendation – That Council endorses the creation of a single bush precinct incorporating the Kent Street Sand Pit, the Kensington Bushland and George Street Reserve, not including the Harold Rossiter Reserve and the Kensington Police Community Youth Centre (PCYC) complex, and that the bush precinct so created be called the Jirdarup Bushland Precinct.

- Community Environmental Working Group (CEWG) has made a recommendation to create a bushland precinct.
- Council supported the creation of a bushland precinct, and recommended a community engagement process be undertaken, prior to Council's ultimate decision on the creation of the "Jirdarup Bushland Precinct".
- The results of the community consultation process showed support for the creation of the Jirdarup Bushland Precinct.

TABLED ITEMS:
Nil

BACKGROUND:
At the August 2013 meeting of the Community Environmental Working Group (CEWG), it was proposed that the areas of George Street Reserve, Kensington Bushland and Kent Street Sand Pit be amalgamated into one area to become a "bushland precinct". The reason for this was to afford protection of the parcel of lands as a whole in light of the (then) pending Local Government amalgamations.

This proposal was referred to the Culture and Local History Working Group for consideration of naming the precinct, with reference to the flora and fauna of the area, including suggestions for an Aboriginal name.

The Culture and Local History Working Group engaged Mr Trevor Walley, EcoEducation Aboriginal Officer, Perth Hills Centre, to provide input on the cultural significance of the area and discuss suggestions for the naming of the bushland precinct.

DETAILS:
The primary objectives of the Council-endorsed George Street Reserve 11 Year Revegetation Plan include the provision of habitat to the endangered Carnaby's Black Cockatoos and the provision of a protective buffer to the Kensington Bushland.

When the matter was referred to the Culture and Local History Working Group, a 'generic term' Jirdarup – "Place of Birds" – was recommended as the name of the proposed bush precinct. This preferred name for the precinct was presented to and endorsed by the CEWG.

At the August 2013 meeting, the CEWG recommended:

1. *The creation of a single bush precinct incorporating the Kent Street Sand Pit, the Kensington Bushland and George Street Reserve (not including the Harold Rossiter Reserve and the PCYC complex).*

2. *The bush precinct so created be called the Jirdarup Bushland Precinct.*

The matter was referred to Council for consideration and at its 14 April 2015 meeting, it resolved as the following:

1. *That Council propose the creation of a single bush precinct incorporating the Kent Street Sand Pit, the Kensington Bushland and George Street Reserve (not including the Harold Rossiter Reserve and the Kensington Police Community Youth Centre complex), and undertake a community consultation process with the result to be referred back to Council for consideration.*

2. *The consultation process to be undertaken will involve sending the relevant information and feedback forms to the owners and residents of properties immediately surrounding Kensington Bushland, George Street Reserve and the Kent Street Sand Pit, also through the provision of the same information and feedback forms on the Town's web page, social media and include an advertisement in the Community Newspaper.*

In June 2015 the Town undertook a four-week community consultation process which comprised feedback forms to the owners and residents of properties immediately surrounding Kensington Bushland, George Street Reserve and the Kent Street Sand Pit. There was also a survey tool made available to the community on the Town's web page and various media.

The results of the community consultation were as follows:

1. Should the Town of Victoria Park create a single bush precinct incorporating the Kent Street Sand Pit, the Kensington Bushland and George Street Reserve?

Yes	**68**
No	3

2. If "yes", do you support the proposed name of the precinct of "Jirdarup Bushland Precinct"?

Yes	**69**
No	2

The results show that a significant number of respondents voted in favour of the creation of the Jirdarup Bushland Precinct.

Legal Compliance:
Nil

Policy Implications:
The Town's *GEN6 COMMUNITY ENGAGEMENT POLICY* provides a process for community engagement within the Town. This includes guidance on engagement techniques appropriate to the level of consultation desired.

Consultation regarding the creation of the Jirdarup Bush Precinct was undertaken in accordance with the GEN6 policy.

Strategic Plan Implications:
The Town's *Strategic Community Plan* sets the strategic direction for the Town, including key projects and services regarding parks:

> *Provision of high standard parks and natural areas that are safe, clean and attractive.*
>
> ***"Town Greening Plan***
> *Including the Foreshore Access and Management Plan, McCallum Park Master Plan including Taylor St Café/Restaurant, GO Edwards Park Concept Plan".*

Financial Implications:
Internal Budget:
It is anticipated that the only cost to the Town will be in the design and installation of signage referring to the naming of the precinct as a whole.

Total Asset Management:
Nil

Sustainability Assessment:
External Economic Implications:
Nil

Social Issues:
The creation of the Jirdarup Bushland Precinct will demonstrate to the community the Town's commitment to maintaining valuable open and recreational space which benefits both the community and the environment.

Cultural Issues:
Consideration of single bush precinct incorporating the Kent Street Sand Pit, the Kensington Bushland and George Street Reserve will serve to provide a local and regional recreational space (e.g. for tourism, social and cultural activities).

Environmental Issues:
The creation of the Jirdarup Bushland Precinct recognises not only the importance of the Kensington Bushland and the protection this valued bush remnant warrants, but also that the surrounding parcels of George Street Reserve and Kent Street Sand Pit do not function independently from the Kensington Bushland. They are linked and, with revegetation, will continue to provide valuable corridors for fauna and offer protection through buffering. Thus, it is critical that they be collectively considered as a precinct.

COMMENT:
Community Environmental Working Group (CEWG), members of the public and relevant staff at the Town support the creation of the Jirdarup Bushland Precinct.

With the support of surrounding residents, this will assist in ensuring that the community has custodianship of the area.

CONCLUSION:
The creation of the Jirdarup Bush Precinct recognises the importance of protecting and enhancing the holistic current and future environmental and recreational value of the Kensington Bushland, George Street Reserve and Kent Street Sand Pit.

RESOLVED:

Moved: Cr Potter **Seconded: Cr Anderson**

That Council endorses the creation of a single bush precinct incorporating the Kent Street Sand Pit, the Kensington Bushland and George Street Reserve, not including the Harold Rossiter Reserve and the Kensington Police Community Youth Centre (PCYC) complex, and that the bush precinct so created be called the Jirdarup Bushland Precinct.

The Motion was Put and **CARRIED (9-0)**

In favour of the Motion: Mayor Vaughan; Cr Anderson; Cr Bissett; Cr Hayes; Cr Maxwell; Cr Nairn; Cr Oliver; Cr Potter and Cr Windram

2. 5 Kent Street Sandpit Usage

File Ref:	RES0022
Appendices:	N/A
BA/DA ref:	N/A
Date:	6 July 2000
Reporting Officer/s:	A Sheridan
Responsible Officer:	A Sheridan

In Brief

- Clarification of Recreational usage for Kent Street Sandpit.

BACKGROUND:

At the Ordinary Council Meeting on 14 April 1998, it was resolved, in part, that a proposal from the RSPCA for use of the Kent Street Sandpit *"was inconsistent with:*

(I) The reservation of the land under the Town Planning Scheme for recreational purposes;

(II) Council's previously identified range of uses for the Kent Street Sandpit site"

At the Ordinary Council Meeting on 25 May 1999, regarding a proposed development by Xavier Park Hockey Club, it was resolved:

"That the Victoria Park Xavier Hockey Club be advised that the Council is unable to support its proposal to develop an artificial playing surface at the Kent Street sandpit and four grass hockey fields at Harold Rossiter reserve given its decision to support the Victoria park Cricket Club's turf wicket installation on Harold Rossiter Reserve and the preliminary plans discussed at the Councillors Workshop on March 30 1999 regarding the development of the Kent Street sand pit for predominantly passive recreational and cultural use."

The uses identified previously by the Kent Street Sandpit Project Team and Council were:

"a. Cultural Centre
b Sporting venue/headquarters for major (Olympic type sport) in partnership with State of Federal governments
c Aboriginal museum in partnership with State or Federal governments
d Botanic garden
e Fodder farm for the Perth Zoo animals
f Urban bushland
g "Ivy Watson" style playground"

At the Elected Members Briefing Session of 4 July 2000, the Friends of Kensington Bushland presented their thoughts and a sketch plan/concept of a proposed development at the Sandpit.

DETAILS:

Over the years various proposals have been presented to Council for use of the Kent Street sandpit, including those outlined above.

The Sandpit is adjacent to the Perth Bushplan site No 48 - Kensington Bushland and generally has increased in value for being strategically placed for recreational purposes.

At the Councillors' Workshop on 30 March 1999, preliminary plans were discussed regarding the development of the Sandpit for predominantly passive recreational and cultural use.

Legal Compliance:

Kent Street Sandpit is part of the Municipal Endowment Lands of Victoria Park. The lands were vested in the Municipality of Victoria Park in 1912 for 999 years. The Sandpit has an area of approximately 8 Ha and the land is reserved for "Parks and Recreation" purposes under the Town Planning Scheme. The land is subject to Native Title claim.

Financial Implications:

Funds would need to be allocated in the future for a study/concept plan for the Sandpit.

COMMENT:

Both Kensington Bushland and the Kent Street Sandpit have been described as one of the ' islands in a sea of urban development' and, as such provides an opportunity to conserve and develop the area for passive and cultural purposes, given that active sports are well catered for in the vicinity at Curtin University, the Collier Park recreational complex and the adjacent Harold Rossiter Park.

ORIGINAL RECOMMENDATION:

A. That the Kent Street Sandpit site be reserved for passive recreational and cultural purposes.

B. That $40,000 be listed for consideration in the 2001/2002 Draft Budget for a study/concept plan for Kent Street Sandpit.

Councillor Skinner suggested that the words 'minor works' be added to part B of the recommendation.

RESOLVED OCM 283/00

Councillor Bissett moved Councillor Stevenson seconded

A. **That the Kent Street Sandpit site be reserved for passive recreational and cultural purposes.**

B. **That $40,000 be listed for consideration in the 2001/2002 Draft Budget for a study, concept plan and improvements to Kent Street Sandpit.**

CARRIED (9-0)

Kensington Bushland

Kensington Bushland is one of the few remaining banksia woodland sites in the central suburbs of Perth. It is recognised as vitally important to the environment and the community. Here is why:



A Firewood banksia flower and Western Spinebill found only in WA. – Photo by Robert Audcent.

- Banksia Woodlands are only found around the Swan Coastal Plain of WA, within the global biodiversity hotspot of southwest Western Australia. They have been declared a threatened ecological community (TEC) under section 184 of the EPBC Act and categorised as "endangered".
- Banksia Woodland flora include banksia, eucalyptus, and casuarina trees, a rich undergrowth of shrubs and grasses, and many wildflowers unique to the southwest.
- Kensington Bushland forms part of a wildlife corridor, rich in habitat for many reptiles, insects and native birds – including the endangered Carnaby's and vulnerable Forest Red-tailed Black Cockatoos.
- The Bushland precinct with its flora contributes to community health and wellbeing and helps absorb carbon pollution.



Female Red-tailed Black Cockatoo at Kensington Bushland, cleaning her offspring. – Photo by Robert Audcent.

Kent Street Sandpit Petition – What is it about?

The ***Friends of Kensington Bushland*** are calling on the Town of Victoria Park to:

- **Implement** long-standing Council policies and decisions (2000, 2005, 2012, 2015, 2018) to revegetate the 8 hectares Kent Street Sandpit in the Jirdarup Bushland Precinct as public open space for 'passive recreational and cultural purposes',
- **Collaborate** with community groups to immediately commence project planning and revegetation activities,
- **Allocate** the necessary resources to ensure the project is completed within reasonable time.

Our vision – Kent Street Sandpit 2025:



Contact: Klaus Backheuer *email: kbackheuer@hotmail.com* *Phone: 0450 083 757*

Kent Street Sandpit



The Kent Street Sandpit today is dominated by sand and weeds. Imagine what it could look like in the future after revegetation.

The Sandpit is ca. 8 hectares of contaminated land on the south side of the Kensington Bushland. It was previously a sand quarry and later used as a rubbish tip. Over the past 2 decades the Town has committed to revegetate this area:

- In **2000**, Victoria Park Council resolution set aside the Sandpit for 'passive recreation and cultural purposes'.
- In **2012**, the Town's Environmental Plan lists the Kent Street Sandpit for revegetation.
- In **2015**, the Town pronounces the "**Jirdarup Bushland Precinct**", merging *Kensington Bushland* and the surrounding areas *George Street Reserve* and the *Kent Street Sandpit*, recognising their importance and the fact that these areas do not function independently, but are linked to provide a valuable natural asset.
- In **2017**, the site was classified by the Department of Water & Environmental Regulation (DWER) as '**remediated for restricted use**'. The on-going use of the Kent Street Sandpit for **passive recreation** is permitted, provided the site is managed in line with the 'Site Management Plan – Kensington Bushland, Kent Street, Victoria Park' (SERS, 3 July 2017); to ensure identified contamination does not pose any unacceptable risks to public health or the environment.
- In **2018** the Town's Kensington Bushland Management Plan and the Urban Forest Strategy, as well as its Strategic Community Plan and Environmental Plan, all include the Kent Street Sandpit as being earmarked for revegetation.



*For almost 2 decades **the Kent Street Sandpit has been** neglected and fenced off from the public.*

Our vision is to have the Kent Street Sandpit revegetated within 5 years to make it a **public open space** that will be used by the community for **passive recreational and cultural purposes**.

Why is this important?

Once revegetated, the Kent Street Sandpit will almost double the size of the Kensington Bushland, creating a wondrous environmental and community asset for future generations.



The actual revegetation project for the Sandpit will be based on expert advice on how to best revegetate the area in order to maximise, extend and enhance the endangered Banksia woodland of Kensington Bushland.

Jirdarup Bushland Precinct

Our Jirdarup Bushland Precinct could become the "**Kings Park of the South**", providing public access to 9.1 hectares of pristine banksia woodlands of Kensington Bushland at its heart, expanding into George Street Reserve's 2.7 ha. and the revegetated Kent Street Sandpit of 8 ha.

Contact: Klaus Backheuer *email: kbackheuer@hotmail.com* *Phone: 0450 083 757*

Lot 01, 08, 480 & 481 Albany Hwy
Lot 30, 131, 132 & 488 Shepperton Rd

A Development Proposal



WOOLWORTHS GROUP

Hames Sharley

FABCOT PTY LTD
A SUBSIDIARY OF WOOLWORTHS GROUP LIMITED
February 2019

Contact

FABCOT PTY LTD

A SUBSIDIARY OF WOOLWORTHS GROUP LIMITED

Jarrad Wilson

Regional Development Manager

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E jwilson2@woolworths.com.au

T 0477 700 085

WOOLWORTHS GROUP

Hames Sharley

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Experience, skills and resource capacity

Fabcot Pty Ltd is Woolworths' own in-house Retail Development division working to optimise the performance of Woolworths' business units through practical, convenient and sustainable retail property solutions.



FABCOT

With a National head office in New South Wales and additional support offices in Queensland, Victoria and Western Australia, Fabcot Pt Ltd employs over 35 Development and Project Managers plus support staff.

From its commencement in 1993, Fabcot Pty Ltd has worked closely with both the public and private sectors and has to date successfully completed over 100 retail based developments valued at over $3bn.

In addition, Fabcot Pty Ltd owns and manages a large portfolio of retail properties across Australia, allowing Fabcot Pty Ltd to provide a total delivery and property management service.

Focusing on high convenience, Fabcot Pty Ltd's developments are based on simple and effective community orientated retail centres supported by one or more of the following

+ Woolworths Supermarket

+ Big W

+ Dan Murphy's Liquor

And subject to the specific location, a complementing range of specialty stores.

With a solid pipeline and the backing of the Woolworths parent company this positions Fabcot Pty Ltd as a reliable, experienced developer, providing quality retail developments to meet the demands of current and future communities throughout Australia.

HAMES SHARLEY

Supporting Fabcot in the preparation of this proposal is the multi-disciplinary, national design practice, Hames Sharley.

Hames Sharley is an award winning practice specialising in urban design, planning, architecture and interior design. Established in Adelaide in 1976, the practice currently operates in Perth, Darwin, Adelaide, Brisbane, Melbourne and Sydney.

Hames Sharley's portfolio of work is as diverse as it is innovative. They have an established culture of provoking and sharing new ideas and are dedicated to exceeding client expectations in project delivery.

All Hames Sharley projects are designed to the highest standards and are consistently recognised among industry peers through the various awards that they have received.

Hames Sharley is committed to designing sustainable built environments that satisfy the needs of end users through continuous research and active participation in the sustainable forum. They employ leading experts in sustainability who constantly challenge and find innovative methods of approaching sustainable design.

Their approach to innovation and the work environment has led to long term relationships and mutual trust between employees and clients. This repeat business and their continuous involvement in cutting-edge design is testament to the company's values and approach.

Creating sustainable communities

Woolworths is represented in almost every community in Australia and New Zealand. In many towns, we can be the largest local employer, as well as the place where residents shop for their food and everyday needs.

We are passionate about giving back to the community which is why the formal partnerships and programs that we have established help nurture this local and personal sense of responsibility.



WOOLWORTHS IS PROUD TO BE AN IMPORTANT CONTRIBUTOR TO COMMUNITIES ACROSS AUSTRALIA AND NEW ZEALAND.

Our goal is to contribute the equivalent to at least 1% of our pre-tax profits (on a three-year rolling average) every year to the communities in which we operate.

DISASTER RELIEF

Woolworths has a long history of helping communities to recover from droughts, floods, cyclones, bushfires and other natural disasters.

Since 2010, we have partnered with The Salvation Army to do this work, contributing more than $29 million in cash donations from the business, in-kind materials and staff and customer donations. In 2015/16, we contributed a total of $1.1 million.

SUPPORTING OUR COMMUNITIES

Some of our initiatives include:

+ Free Fruit for Kids
+ Earn and Learn
+ S.T.A.N.D.
+ White Ribbon

Our target is to 'Invest the equivalent of 1 percent of a three-year rolling average of total Group Earnings Before Interest and Tax (EBIT) in community partnerships and programs'.

SUSTAINABLE DESIGN

We recognise the environmental impact we have across our value chain and will work with our suppliers, service providers and operations to innovate for a healthy planet. We will move to a circular economy, source environmentally sustainable commodities and respond to climate change

RESPONDING TO CLIMATE CHANGE: ENERGY AND CARBON INITIATIVES

The world is moving to respond to the challenge of climate change with the signing of the Paris Agreement and nations committing to align targets to constrain global warming to within two degrees. Iconic, global businesses came out in support of this goal.

We will use science-based targets to assess the impacts of a two-degree world and examine their applicability to the Group. We will also investigate further cost-effective investment in renewable energy as technology and commercial opportunities evolve. Our immediate target is to 'Reduce Woolworths' carbon emissions to 10 percent below 2015 levels.'

We are continually identifying, researching, trialling and implementing energy-efficient and low carbon technology. $188 million has been invested in projects since 2009 and has delivered an estimated $189 million in operational cost savings to date. Energy used per store by Australian supermarkets opened in 2015 is a very significant 30 percent less than those opened in 2008.

MOVING TO A CIRCULAR ECONOMY

Every year until 2020, we will achieve a year-on-year increase in tonnes of food waste diverted from landfill. This will be done through continuing reduction in stock loss, improving store waste management behaviour and improving the effectiveness of the farmers' program and the food rescue program

There are significant social benefits from zero waste as the food rescue programs offer continued opportunities to contribute to communities. Our customers expect Woolworths to partner with the community to support food rescue, farmer and regional support. Our farmer and food rescue programs complement reducing our carbon footprint while also adding value to the communities in which we operate.

Australians are avid recyclers and our customers see it as our responsibility to enable them to play their part in protecting the environment by making our packaging recyclable. We therefore have a target to 'Improve the recyclability of our Own Brand packaging and contribute to the circular economy'. Woolworths will decrease non-recyclable packaging and increase recycled content, for example, working towards the elimination of expanded polystyrene; integrating this requirement into packaging design specifications for each division by 2017 and progressively phasing out expanded polystyrene by 2020. We will also introduce clear, user-friendly recycling instructions.

Our Aspirations

AN OUTCOME FOR THE COMMUNITY

Working together with Woolworths, Hames Sharley's specialised professionals in Urban Development, Town Planning, Residential, Retail, Interior Design and Commercial have analysed the brief, site and surrounds and have distilled a series of aspirations.

A deep understanding of these aspirations enable the project team to focus on specific and measurable outcomes.

The aspirations focus on creating an inviting, safe, contextually responsive, authentic destination and have equal benefit for the project team and community.

1



Nuture a robust and vibrant community.

- Create an environment that engages people and activates the space.

2



Ceate a welcoming entry to Victoria Park

- Enhance the experience for people entering Victoria Park, through built form outcome and public art.

3



Connect with the surrounds.

- Enhance the pedestrian, cycle, boat and public transport networks
- Reinforce access to local food, coffee, wine and entertainment
- Interact with the natural setting and site boundaries

4



A sustainable outcome for all.

- Appeal to the conscious consumer and the emerging buyer
- Integrate the four pillars of sustainability: social, economic, environmental + governance
- Consider innovative and environmentally responsible initiatives (e.g shared amenities and energy saving initiatives)

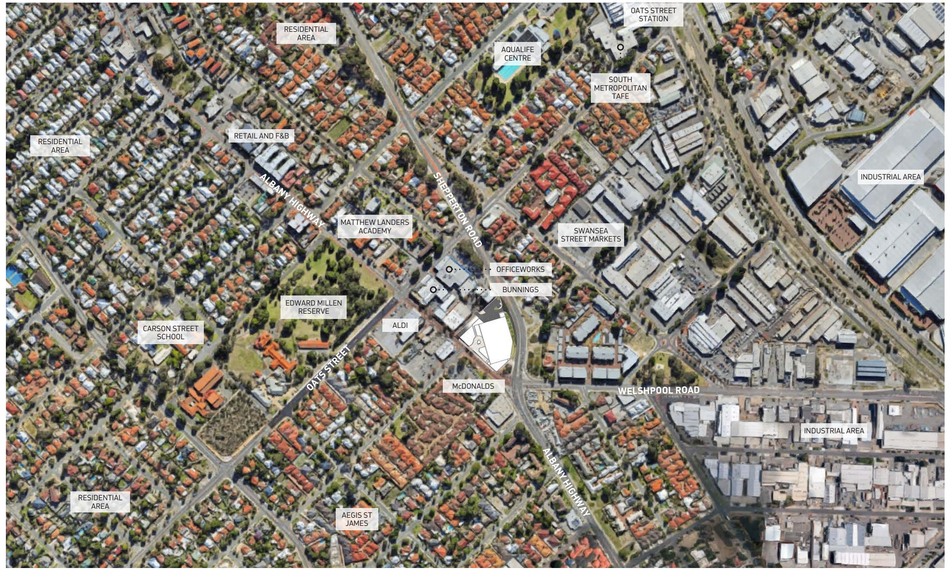
Site Analysis

AN UNDERSTANDING OF PLACE

The following analysis demonstrates contextual understanding, identifying and analysing key elements that will impact, benefit or hinder the development of 1022 Albany Highway.



A CONNECTED SITE
Provide further level of amenity for local residents that is under serviced by the current offerings nearby.



A CORNER STATEMENT
Provide a distinct and welcoming entrance into Victoria Park

Development Plans









Ground Floor



AREAS

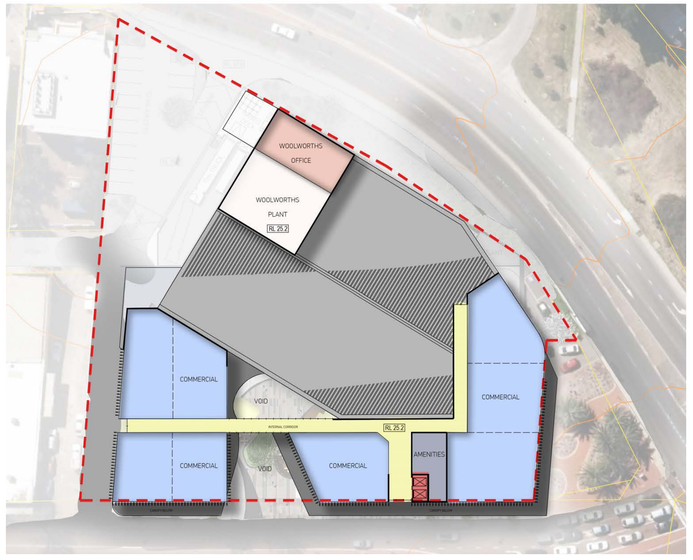
AREAS	
SUPERMARKET	3400m²
BWS	200m²
Vic/Hr OFFICE	200m²
L1 COMMERCIAL	1860m²
SPEC & KIOSK	1150m²
TOTAL	6810m²

CAR PARKING	
TOTAL REQUIRED	284
RETAIL @ 5 BAYS/100 m²	237
OFFICE @ 2.5 BAYS/100 m²	47
BAYS PROVIDED	**280**
UNDERCROFT	147
B1	133

LEGEND
WOOLWORTHS
BWS
SPEC. RETAIL/CAFE
COMMERCIAL
AMENITIES

FEBRUARY 2019

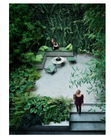
First Floor



ALBANY HWY AND SHEPPERTON RD, VIC TORA PARK









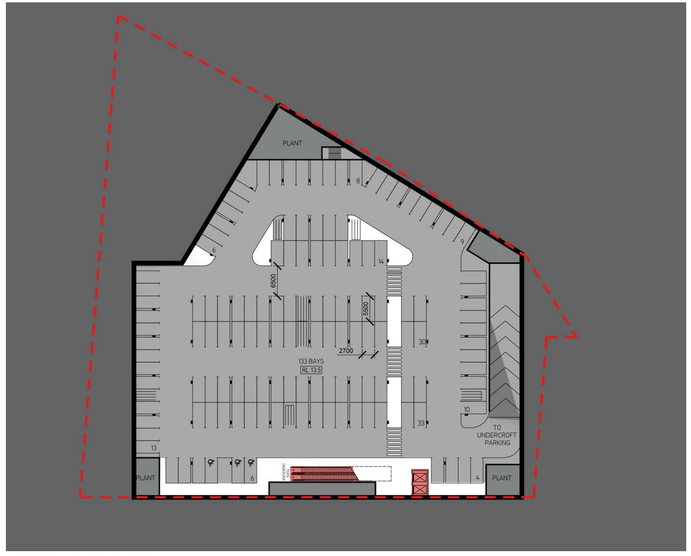


Development Plans

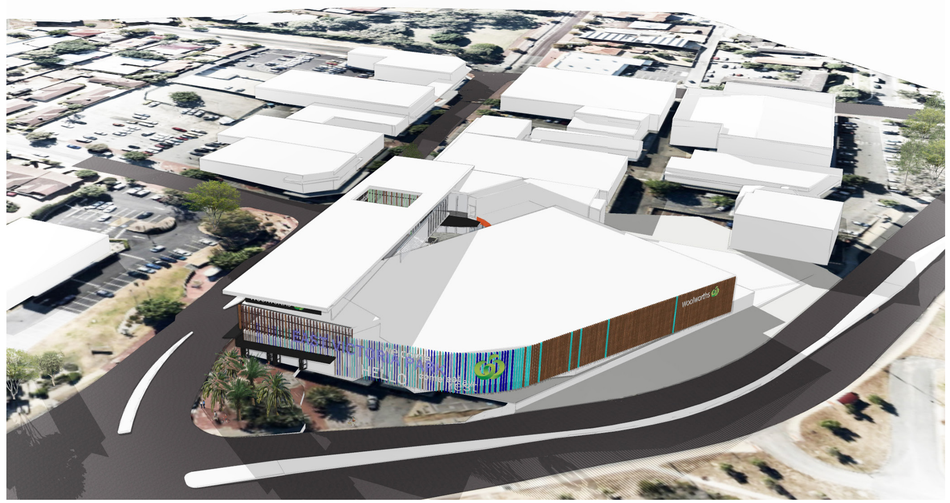
Undercroft



Basement



3D Visualisations



AERIAL PERSPECTIVE - INTERSECTION OF ALBANY HWY AND SHEPPERTON RD LOOKING NORTH-WEST



AERIAL PERSPECTIVE - ALBANY HIGHWAY LOOKING NORTH



AERIAL PERSPECTIVE - ALBANY HIGHWAY LOOKING NORTH-EAST



VIEW FROM ALBANY HIGHWAY LOOKING SOUTH



VIEW FROM ALBANY HIGHWAY LOOKING NORTH

Our experience



A recognised and trusted brand that delivers value



We have delivered $400 million of West Australian assets in the past five years.











Developments that offer convenience and reliability create trust and customer loyalty.

A place can only reach its full potential if it engages and excites a mix of demographics.





Double Bay, New South Wales



Active and engaging places



Double Bay, New South Wales



Double Bay, New South Wales

Place activation is at the core of our business.



Double Bay, New South Wales



A rich history of enabling communities to flourish


Claremont on the Park, Western Australia


Bassendean Village, Western Australia


Claremont on the Park, Western Australia

Providing active and engaging environments.


Ebrew, Western Australia




Erica Apartments, Shepparton, Victoria


The Mezz, Western Australia


The Mezz, Western Australia

Developments that respond to local opportunities and constraints.

An approach that is both sustainable and people focussed



Double Bay, New South Wales





We recognise the need for thinking for tomorrow today to deliver environmentally sustainable outcomes.


Double Bay, New South Wales


Double Bay, New South Wales


Double Bay, New South Wales


Double Bay, New South Wales

We deliver inter-generational assets that evolve and adapt with societal change.

simple and effective

retail

places that offer
warmth and engagement


Subaco Square Mixed Use Development, Western Australia


The Mezz, Western Australia


The Mezz, Western Australia



Customers and residents now demand an opportunity to engage in a more relaxed and sociable setting.


Mandurah Forum, Western Australia

Our climate allows developments to blur the lines between the internal and external in retail and residential environments.


Victoria Place, Western Australia


Subaco Square Mixed Use Development, Western Australia


Mandurah Forum, Western Australia

A focus on

customer

experience









Reliable and experienced developers that meet the demands of current and future developments.



Over 100 developments delivered with a combined value of over $3 billion.










HEALTH IS NOT VALUED
UNTIL SICKNESS COMES
THINK HEALTHY THOUGHTS




WAFFLE




plant
a herb
&
take it
home!

Number	Suburb	Interest	Position	Comments	Officer Comments
1	East Victoria Park	I work in the Town of Victoria Park	I oppose the proposal (please specify your reasons below)	I work at F45 at East Victoria Park. It is already hard enough to find a car park let alone for our clients. By getting rid of these parking spaces our clients and staff will Struggle big time to find a car park. Resulting in our Centre loosing business.	There are currently circa 80 bays available for public use. Through the proposed conditions of sale the public will continue to have access to these 80 bays until such time as a redevelopment of the site may occur. Further, the proposed conditions of sale will require the land owner to make available for public use all car parking bays within any redevelopment of the site. Based upon the Fabcot draft concept plans attached, this anticipates circa 250 car bays for public use. The proposed contract of sale outlines that these circa 250 bays will be available free of charge for 90 minutes. An additional circa 15 bays are to made accessible to the public at all times. In summary there will be significant increase in the number of free publicly accessible car bays, albeit these bays will be time restricted.
2	East Victoria Park	Ratepayer, Business owner/operator	I oppose the proposal (please specify your reasons below)	Could the Town please confirm that other offers would be accepted in a competitive process for the benefit of ratepayers and the Town?	During the submission period the Town was capable of receiving and assessing offers from other potential purchasers. The Town did not receive any other offers on the land during the Public Notice period.
3	East Victoria Park	Resident	I oppose the proposal (please specify your reasons below)	After living in VP for 25 years, it seems to me that the provision of an adequate amount of free parking is & will continue to be an ongoing issue in Victoria Park. With businesses this end of EVP flourishing, and with more apartments being built, where will the customers, visitors & residents park? My end of Hubert St already acts as an overflow car ark for Office Works. A flow on effect of lack of free & easily available parking is lack of customers- look at City of Perth! We need to provide more, not less parking spaces. Eg. The car park behind IGA is overflowing most days. 20 years ago, only a handful of cars parked there & now, Council should probably be thinking about adding multi story car park there. The same situation is developing up this end do the Albany Hwy/Shepparton Rd & will continue to put pressure on parking availability once the existing shops are refurbished or developed- - there's already a noticeable increase in traffic due to nearby businesses moving in. The sale would temporarily add a relatively small amount to the coffers of VP but in the long run, I can't see that removing parking would benefit the future residents & businesses of East Victoria Park.	Refer to above comment for Submission 1

4	East Victoria Park	Business owner/operator	I oppose the proposal (please specify your reasons below)	This car park is absolutely necessary for surrounding businesses and removing it will create problems for customers and people who work in the area. Parking is already at a premium for people who visit Officeworks, F45, Bunnings, Yoga Tree Perth and Red Rooster and rely on this carpark to park their cars. Removing it will force customers to park elsewhere or worse- deter our customers from these small businesses. Please re think selling this car park and think of how detrimental it will be to small business in the area.	Refer to above comment for Submission 1
5	East Victoria Park	Business owner/operator	I oppose the proposal (please specify your reasons below)	As a business owner, (F45 East Victoria Park), and rate payer adjacent to address in question, I believe the sale of the car park area would significantly effect my business' and surrounding business' ability to maintain current client levels, let alone future growth. We supply health and well-being including mental health and well-being to East Vic Park and the greater community. In order to do this, convenient car parking is required in a reasonable distance from our premises. This site in question is that car parking area - 355-357 Shepperton rd. East Victoria Park. Officeworks owns most of the car parking area immediately adjacent to our address 2/345 Shepperton rd., and gives out parking fines, should F45 or Yoga tree members park in their bays. The remainder is divided between F45 EVP, Red Rooster and Yoga tree. Some 15 bays for 3 businesses. Hence, most of my clients use the large car park within the address in question. This end of Albany hwy is already struggling to maintain or regenerate vibrancy, without myself and yoga tree etc. potentially going out of business! Very strongly oppose the sale of the complete site to loss of car parking area.	Refer to above comment for Submission 1

6	Other	I eat and drink in the Town of Victoria Park, Other. I use the gym, yoga studio and I am always in Vic Park visiting friends.	I oppose the proposal (please specify your reasons below)	I use the gym and yoga studio next door to the car park and there is never any parking available in front of these shop fronts. Consequently I always park in this car park, at least 4 times a week and then meet friends for lunch or dinner in the nearby eateries. If the car park is removed, the businesses will suffer because there will be no where to park. People will be forced to find parking in the nearby suburban streets, which will cause much frustration for local residents. The car park at the centre of this proposal is dangerous and numerous break-ins, instances on intimidation, begging, public urination and dumping occurs. However developing this site is not the answer. CCTV cameras need to be installed, the charity bins need to be emptied more regularly as they are constantly overflowing and the Council needs to clean up broken glass and rubbish that litters the area. This should be a space for people to park and enjoy the restaurants, cafes, recreation facilities and services available in Victoria Park. I could understanding developing a corner of this space to add to the vibrancy of the area, but not the whole car park otherwise how can people actually use these shops? If the car park goes, so will the traffic attending these businesses which will effect the vibrancy of the area. Crime Prevention through Environmental Design dictates that when traffic and people no longer use a particular space, crime and anti-social behaviour can take over.	Refer to above comment for Submission 1. In addition the proposed redevelopment as per the draft concept is likely to have a positive impact on any anti-social behaviour.
7	East Victoria Park	I work in the Town of Victoria Park	I oppose the proposal (please specify your reasons below)	I frequently use this car park to attend Yoga Tree Perth, as do many other individuals. As the closest car park to the studio, it is well lit and safe to walk to and from my car when dark. This closure would affect business within the area.	Refer to above comment for Submission 1
8	Carlisle	I work in the Town of Victoria Park	I oppose the proposal (please specify your reasons below)	The business I work for uses this car park for clientele that attends our classes. If we could no longer use this car park it would be very hard for our clients to park in the area, causing our business to lose members. We rely on this overflow parking to keep the business easily accessible for our students. Please don't sell it.	Refer to above comment for Submission 1
9	Carlisle	Resident, Ratepayer	I support the proposal		Noted

10	East Victoria Park	I work in the Town of Victoria Park	I oppose the proposal (please specify your reasons below)	Local businesses rely on this area for parking so that patrons and staff can easily access their facility. This proposal would greatly hinder the prosperity of the local business for which I work and support for its role in the community.	Refer to above comment for Submission 1. In addition the proposed $30M investment in this part of the Town and creation of a potential 90 jobs in construction and 150 on going jobs will contribute to a revitalisation of the precinct.
11	South Perth	I work in the Town of Victoria Park	I oppose the proposal (please specify your reasons below)	This Carpark acts as the only large space enabling staff and members of the community to freely and easily park to access work and other small businesses. Personally, I work at Yoga Tree East Vic Park and this Carpark is the only resource available for hundreds of students to park. Selling on this space would be at a HUGE detriment to small business.	Refer to above comment for Submission 1 and 10.
12	Waterford	Other. I attend Yoga	I support the proposal but have some concerns (please specify below)	I am flabbergasted to learn that the Town of Victoria Park owns the carpark and has neglected the maintenance and security of this land for so many years. The area is an eyesore and invites criminal behaviour, which unfortunately I experienced recently when I had my car damaged and property stolen. Businesses are frequently broken into and the Town has failed their duty of care. The environment is unsafe, the road is desperate for resurfacing, and the area is littered with crates and rubbish. These businesses have paid rates over the years without any money being invested back into the carpark and surrounding area. So yes, I welcome an upgrade to the area but not at the detriment of the businesses who have had to tolerate derelict conditions while the council applies dilatory measures to avoid any previous expenditure. My understanding is the existing carpark will be developed on, and undercover parking, in excess of what the Town offers currently to surrounding businesses, will be provided. If this development goes ahead, what reassurances will business owners have to guarantee that the parking is not reduced. Successful businesses like Yoga Tree have enhanced the community and have contributed to the economy of the area. It will not continue to thrive if the parking is restricted or clientele is inconvenienced.	Refer to above comment for Submission 1 and 10.
13	Como	Other. I attend Yoga	I oppose the proposal (please specify your reasons below)	The local residents and others living in the nearby Areas use this car park for the local surrounding businesses. By selling this car park you will likely hurt the surrounding businesses as there is very little parking elsewhere	Refer to above comment for Submission 1 and 10.
14	East Victoria Park	Resident, Ratepayer, I eat and drink in the Town of Victoria Park	I support the proposal	This is great but it should also include the eyesore shops too at the front of Albany Hwy. Such a mess been the thing you see when to approach Victoria Park towards the City.	Noted. The buyer currently have control of all the land holdings fronting Albany Hwy adjacent to the car park, with this land proposed to be incorporated into the redevelopment. As per the proposed conditions of sale, entry statements and

					high quality urban design outcomes are to be delivered to enhance the streestscape.
15	Victoria Park	Resident	I oppose the proposal (please specify your reasons below)	Grow some trees and undergrowth instead of selling the block,	Consideration has been given to the anticipated loss of trees as part of any redevelopment of the land, with a 6 to 1 ratio of new tree planting condition incorporated into the contract, with the new trees to be planted either as part of the redevelopment or within the local area.
16	Lesmurdie	I work in the Town of Victoria Park	I oppose the proposal (please specify your reasons below)	This carpark is essential in the running of small businesses around the area. Students at Yoga Tree Perth rely on this car park to avoid fines in the car park in front of Officeworks where the is not enough parking to facilitate the number of students that attend our classes.	Refer to above comment for Submission 1
17	East Victoria Park	Ratepayer, Business owner/operator	I oppose the proposal (please specify your reasons below)	I strongly oppose the selling of this public car park. I have written to the council regarding this car park and the safety of all our clients to Yoga Tree Perth in the past. My concerns were lighting and security, a severe lack of and questioning why our rates were never invested to improve this area as we frequently have clientele parking in this space. We as a business in the town of Victoria bringing clientele and paying annual rates rely on this car park as overflow parking. I can only see the sale of this land will impact our business, cause parking issues for the businesses next to us i.e. F45, Red Rooster and Office works if this land was developed not to mention whatever is built there. What is the plan to assist us with parking to Ensure not only ours but other businesses stay profitable who rely on numbers of patrons all who need parking so we can continue to contribute to the town of Victoria Park? Lastly if this happens I would like the council to represent the businesses like ours that rely on this car park to be able to utilize other businesses car parks without fear of wheel clamping, towing etc. etc. as this public car park area was keeping the peace between us all.	Refer to above comment for Submission 1
18	East Victoria Park	I work in the Town of Victoria Park	I oppose the proposal (please specify your reasons below)	Small businesses rely on this car park in order to run, selling the car park will cause so many set backs and problems for the businesses and the businesses will suffer	Refer to above comment for Submission 1

19	Lathlain	Ratepayer	I oppose the proposal (please specify your reasons below)	I do not support the sale of the council owned land as alternative options for land use have not been canvassed or presented to the ratepayers. Has a study been undertaken to determine alternative uses for the parcel of land that would provide benefits to ratepayers? What impact will the development have on existing shopping centre retailers located at Bentley, Victoria Park and East Victoria Park? Is it possible for the land to be used to create parkland/playground that includes trees? If council members support the sale then as a matter of fairness and to obtain the best possible price, the parcel of land should be offered for sale in an open market place and not restricted to one purchaser.	• The Council received a multi option Business Case which looked at alternative scenarios this helped inform the decision to then undertake a Public Notice period for submissions. • The Council can consider a range of matters when determining to sell land. As the land is zoned commercial and has a very high value, this value was taken into consideration. A potential public park in this location being adjacent to a very busy road and behind shops would not be considered an appropriate location, noting there is also the Edward Millen reserve in very close proximity which is currently the subject of a master planning design process. • During the submission period it was open to other potential purchasers to submit an offer. The Town did not receive any other offers on the land during the Public Notice period.
20	Queens Park	I work in the Town of Victoria Park, I eat and drink in the Town of Victoria Park, Other	I oppose the proposal (please specify your reasons below)	My thoughts are NO NO NO! Please retain this car park. It is vital for the small businesses in this area. I use it every time I visit these businesses, which is a couple of times a week. If you get rid of it, where will we park?! It will be a disincentive to shop local.	Refer to above comment for Submission 1
21	St James	Ratepayer	I support the proposal		Noted.
22	East Victoria Park	Resident, Ratepayer, Business owner/operator	I oppose the proposal (please specify your reasons below)	I object to the proposed sale of 355-357 Shepperton Road, East Victoria Park by the Town on the following grounds: 1. Lack of public information and transparency in Council dealings in relation to the proposed sale of the land. 2. Inadequate consultation due to lack of information provided to enable informed fully submissions to be made on the proposal. 3. Lack of confidence in the Council to properly deal with this issue. 4. Poor rationale and case for disposal of property. 5. Commercial disadvantage of selling the land at this time. 6. Lack of consideration of strategic planning issues and sustainability evaluation to support the proposal.	The Council received a multi option Business Case which looked at alternative scenarios. The Council can consider a range of matters when determining to sell land. As the land is zoned commercial and has a very high value, this value was taken into consideration. The Town then undertook a Public Notice period to allow for submissions and any alternative offers to be presented back to Councillors for their consideration. A Your Thoughts page was created provided back ground information, FAQs and information on the Land Asset Optimisation Strategy. Strategic planning issues were considered with comments provided in the report from Urban Planning and Place Planning. Sustainability evaluation was considered during the first Council endorsed report with the contract being negotiated on this basis resulting in the inclusion of a number of sustainable outcomes such as the inclusion of photovoltaics, a minimum of 4 electric car charging stations and a minimum 4 star Green Star rating being contractually required. The value of the sale provided a strong commercial outcome for the Town in this current market and is above the valuation of the land.

23	Victoria Park	Ratepayer	I oppose the proposal (please specify your reasons below)	Lack of information. This land has belonged to the people of Vic Park for decades, now this Council is selling it in exchange for a cash. No benefit has been identified for the community other than money. Once sold this property is gone, it can not be sold again. The Council has provided no reason, other than money to sell this property. The secrecy around this sale with all the details being hidden under the pretext of "Commercial Confidentiality" is in direct contradiction to the Councils stated values of transparency and accountability. If the Council believes that it has a justifiable grounds to sell this community property, then it should make this information available so that the ratepayers can make a submission based on all the facts. If there is no benefit other than the sale price then why is the Council selling this asset at the bottom of the real estate cycle. If the motivation is money then the prudent and responsible thing to do is sell at or near the top of the cycle. What is the hurry to sell now? The Council should delay or rescind this decision to sell until the public can be fully informed and a cost /benefit argument can be assessed. All we have now is a sale price and a location. That is not the basis upon which a decision should be made and the Council has no right to sell our land assets for short term financial gain. This land belongs to the Town, it is not the Councils to sell on a whim. If the Council has a good reason to sell then it is incumbent on the Council to come clean and provide the facts. Show us the report that convinced you to sell this land so that we the people can make our own judgement. If you have nothing to hide, why hide it?	Refer to above comment for Submission 22. In addition the value being offered for the land provided represents a strong outcome in the existing market. The Land Asset Optimisation Strategy strategic intent is to ultimately reduce the Town's reliance on rates and deliver alternative revenue streams, the sale proceeds with go into the LAOS Reserve Fund. Commercial in confidence is sometimes required if on the release of that information the Town would be placed in a commercial disadvantage that could impact financially an outcome for the ratepayers. Benefits are multiple other than just financial, this includes job creation, capital investment, urban renewal, street scape upgrades, increase in car parking for local shoppers, a more secure and well-lit facility to help reduce crime and the potential resulting redeveloping delivering ongoing circa $200-250,000 in ongoing rates.
24	Victoria Park	Ratepayer	I oppose the proposal (please specify your reasons below)	I oppose this land sale and call on Council to withdraw or postpone its decision for the following reasons 1. This proposed sale of public land is shrouded in secrecy. The public are being asked to make submissions and have an opinion on an issue for which they are given no information other than the purchaser and the sale price. 2. The sale appears to be to the advantage of the purchaser. 3. There have been no details provided of any potential benefit to the owners of the land, the ratepayers. 4. The Mayor admitted at the October Agenda Briefing forum that the Town has no need for the funds that would be derived from the sale and suggested that the Council would think about what it could do with the money. This shows that the sale decision has not been driven from the point of view of the ratepayers or from an existing identified need for the funds. 5. The Mayor admitted at the October Agenda Briefing Forum that Town staff have had meetings and or discussions with the	Refer to above comment for Submission 22 and Submission 23. In addition the consideration from the sale will go to the LAOS reserve fund with the clear strategic intent to diversify income streams for the Town so that there is less reliance on rates for the Town. The LAOS document is commercial in confidence given it does include financially sensitive information which if made available would place the Town in a financially weak position. The recommendation of LAOS for the subject property was to either meter the car park or to consider the property for commercial redevelopment. Consideration has been given that converting an asset such as this car park which generate no revenue or rates for the Town creates the ability for the Town to diversify its income stream as the revenue received allows to the Town to invest in other income generating opportunities and also to increases the commercial rates received by the Town.

				purchaser prior to the "unsolicited" bid being made. This indicates a potential contrivance of the need to sell the land that the Council may or may not have been aware of prior to making the decision to sell the land. 6. The refusal of the Town to provide any detail of what is contained in the Land Asset Optimisation Strategy document prepared by Hester in 2013. Councillors are well aware that this document contains little in the way of commercially sensitive information and the refusal to provide the LAOS project team recommendation on this property reinforces my view that the LAOS report does not support the disposal of this property. 7. The Town claims that these land sales are part of a strategy for revenue diversification. The Towns interpretation of revenue diversification is flawed. Converting land assets into cash assets is not revenue, it is capital. The proceeds of the sale once spent can never be regained. It is "selling the farm". 8. The return on cash as an investment vehicle is at an all-time low and below the rate of inflation and therefore will lead to the diminution of Capital. By comparison, retaining the property will at least preserve the capital value in real terms and provide an upside risk for growth. 9. The role of Councillors is to represent the interests of electors, ratepayers and residents of the district. On the face of it this transaction is in the interest of the Purchaser at the expense of the people the Councillors are elected to represent. I ask the Council to abandon this sale process or postpone it while Council uses its power to instruct the Town to provide the information that your constituents require so they can better understand the Councils motivations for selling this property.	Comments regarding the role of Councillors are noted. It is open to the Council to not support the recommendation to proceed with the sale of the land.
25	Lathlain	Resident, Ratepayer, Business owner/operator, I work in the Town of Victoria Park, I eat and drink in the Town of Victoria Park	I oppose the proposal (please specify your reasons below)	1 ToVP has only stated their own bias opinion on sale. 2 Lack of transparency on facts and figures. 3 Never sell assets in a depressed market. 4 ToVP already has 30 + million in bank accounts making little to no interest. 5 Residents and ratepayers need to be better notified of this asset sale to make well informed submissions. 6 Submission time is not sufficient. 7 No information on what funds from sale would be used for. 8 ToVP Strategic planning issues are being ignored in a rush to fire sale our asset.	Refer to above comment for Submission 22 and Submission 23. In addition the Town is receiving a strong financial outcome in the current market that said there are multiple markets operating in Perth, residential and commercial are very different markets. The funds from the sale will be used to deliver revenue diversification and generation allowing the Town to diversify its income stream.

26	Unknown	Unknown	I oppose the proposal (please specify your reasons below)	We are not convinced that the Town of Victoria Park should be contemplating the sale of 355-357 Shepperton Road, East Victoria Park at this time. Having personally experienced the lack of commercially provided car parking around Bunnings, Officeworks etc. we are of the opinion that local residents would be further inconvenienced by street parking if this car parking space was converted into more commercial buildings, exacerbating the existing problem. Perhaps if access into and out of the car park area was improved, the space could be utilized more effectively. As a general comment, we are unable to comprehend why the Town would consider the sale of any land in the current economic climate – surely it would be advantageous to retain the land until a less depressed market exists.	Refer to above comment for Submission 1 and 22.
27	East Victoria Park	Unknown	I oppose the proposal (please specify your reasons below)	I object to the proposed sale of 355-357 Shepperton Road, East Victoria Park by the Town on the following grounds: 1. Lack of public information about Council dealings in relation to the proposed sale of the land. I cannot find any information about this proposal on the council web page. 2. Inadequate consultation. I feel that rate payers have not been adequately consulted due to the lack of information provided. 3. Existing limited council car parking within the town and increasing pressures on existing car parking locations. East Victoria Park has limited parking at such locations as Ants and Bunnings in this area and disposal of this car park appears imprudent. 4. Unknown rationale and case for disposal of property. I cannot find any assessment against council's strategic planning documents, any cost/ benefit assessment, or information about how the funds from the sale of the land would be used. 5. Possible disadvantage of selling the land now. I cannot locate any information about market research that should indicate the best time to sell or the possible purchasers.	Refer to above comments for Submission 1 and above comments for submission 22 and 23 and 25.

28	Unknown	Business owner/operator	I oppose the proposal (please specify your reasons below)	The proposed sale of this car park space is potentially detrimental to my livelihood. Those car bays are used by my members as well as my staff. The loss of those bays will result in loss of members. Losing members would mean a loss in revenue and consequently the loss of my job due to the inability to support my position. The current car park option that is shared with Officeworks and the Yogatree is not adequate to facilitate parking for all the businesses. Further more, my staff may end up with parking violations as they require longer parking times that the immediate parking lot does not accommodate. This will in turn create further stress to my staff and potentially the loss of staff. We pride ourselves as a community-centric business and we are here creating relationships and helping people cope with their daily lives and promoting mental health. Taking the opportunity to train away from people is not good for the community. Please reconsider the sale of this land. Is the redevelopment of the old Zest Fitness building or even the International Eating House an option. Those are both large realestate footprints that would greatly contribute to the further improvements of this area.	Refer to above comments for Submission 1 and 14.
29	Unknown	Resident and Ratepayer	I oppose the proposal (please specify your reasons below)	1. Lack of public information and transparency in Council dealings in relation to the proposed sale of the land. 2.Inadequate consultation due to lack of information provided to enable informed fully submissions to be made on the proposal. 3. Lack of confidence in the Council to properly deal with this issue. 4. Poor rationale and case for disposal of property. 5 Commercial disadvantage of selling the land at this time. 6 Lack of consideration of strategic planning issues and sustainability evaluation to support to proposal. Refer to attachment for further information from submission.	Refer to above comments for Submission 1 and above comments for submission 22 and 23 and 25.

Submission Objecting to the Proposed Sale by the Town of Victoria Park of 355-357 Shepperton Road, East Victoria Park

[redacted] **resident and ratepayer of Town of Victoria Park**
Email: [redacted]
26 September, 2019

With endorsement by the Council on 20 of August 2019, the Town of Victoria Park commenced a formal public submission period for the proposed sale of 355-357 Shepperton Road, East Victoria Park. See location plan bellow.



According to the Town the proposed land sale is part of the Land Asset Optimisation Strategy (LAOS). LAOS is a priority project for the Town of Victoria Park that will aim to deliver revenue diversification and generation. It will also enable redevelopment proposals and act as a catalyst for regeneration or redevelopment of the Town's land assets.

I object to the proposed sale of 355-357 Shepperton Road, East Victoria Park by the Town on the following grounds:

1. **Lack of public information and transparency in Council dealings in relation to the proposed sale of the land.**
2. **Inadequate consultation due to lack of information provided to enable informed fully submissions to be made on the proposal.**
3. **Lack of confidence in the Council to properly deal with this issue.**
4. **Poor rationale and case for disposal of property.**
5. **Commercial disadvantage of selling the land at this time.**
6. **Lack of consideration of strategic planning issues and sustainability evaluation to support the proposal.**

1. **Lack of public information and transparency in Council dealings in relation to the proposed sale of the land.**

   The only information available in the minutes of the Council Meeting of 20 August 2019 are included in Attachment 1 to this submission. There is no report or background to provide any basic information or rationale for the proposed sale of the land. In addition the matter was dealt with behind closed doors at the Council meeting.

   The only public information available is the FAQs on the Town website which are included in Attachment 2 to this submission. I submitted two questions online to seek access to information referred to in the FAQs and the questions and answers from Council officers are included in Attachment 3. In summary none of the three critical documents that formed the basis of Council's decision are public, namely the:

   - *Land Asset Optimisation Strategy (LAOS)*
   - *Report on 355-357 Shepperton Road*
   - *Business Case and report prepared for Council*

   All these documents are claimed to be confidential on the basis that they include financially sensitive information which if made public would undermine any ability of the Town to achieve outcomes and prejudice the Council in the negotiations with the prospective purchaser.

   This explanation seems implausible due to the fact that the details of the purchaser, the Town's valuation and the purchase price are public information disclosed in the FAQs.

   At the very least there should have been a public report that included a sustainability assessment against council's strategic planning documents and cost/ benefit assessment, together with disclosure about how the funds from the sale of the land would be used. None of this information would have been of interest to the prospective purchaser or prejudicial to the Town's negotiations.

2. **Inadequate consultation due to lack of information provided to enable informed fully submissions to be made on the proposal.**

   The comments outlined in point 1 above highlight the lack of information and inadequate disclosure by the Town in its' dealings with this issue. A basic requirement in any consultation process is to provide facts and relevant information to provide the community an opportunity for effective engagement or comment.

   The only information that is disclosed is that an approach has been made to the Town to purchase the land at approximately $200,000 more than the Town's valuation and there is some indication of what might be built on the land. The FAQs refer to the fact that *the contract will include special conditions to ensure the Town not only gets a good deal financially, but so that the benefits for the community are maximised.*

   Again there is no detail as to what the 'community benefits' might be to enable the community to comment on whether those benefits are indeed benefits from the perspective of the community. One key question from the point of the view of the community is how will the funds from the sale of the land be used to benefit the community?

3. **Lack of confidence in the Council to properly deal with this issue.**

   The matters set out in points 1 and 2 above cast doubt on whether the Council is any more capable now of dealing with major property transactions than it was in 2015, with the ill-conceived attempt to partner with Landcorp to develop a large part of John MacMillan Park.

The project was only abandoned as a result of a public meeting on 17 February 2015 at John MacMillan Park attended by about 400 residents/ ratepayers who overwhelmingly objected to the proposal. This proposal did significant damage to the reputation of the Council (both Elected Members and administration).

That proposal involved a poorly prepared Business Plan by the Town and a lack of proper public consultation and disclosure related to the project. It was a sobering reminder of the importance of proper public consultation and that project management in itself does not deliver a good project, if the project is inherently flawed.

4. Poor rationale and case for disposal of property.

There is no sustainability assessment against council's strategic planning documents, any cost/ benefit assessment, or disclosure about how the funds from the sale of the land would be used.

Apart from the information relating to the sale price and a claim that there will be other undisclosed community benefits from the sale, some of the other comments in the FAQs on the outcomes from the sale are considered spurious.

In particular the comments about car parking are considered misleading by statement or omission, as follows:

a) It is claimed that the development of the land - *will maintain and increase car parking in the area;* and - *Additionally, the amount of parking in the area will likely be increased by the development, supporting economic activity and amenity for users of the area.*
There are about 82 car parking bays provided on the subject land, which is currently a public carpark. While development may increase the supply of bays provided, there will be a significant demand generated by the resultant development on the land, so there will be no net gain, which is what is inferred in the statements in the FAQs. The critical point unstated is that all of the car parking bays provide in redevelopment will be on private land and managed and controlled by the owner/ occupier of the land.
This 'privatisation' of what is currently public car parking is considered contrary to the strategic intent and recommendations set out in one of the Council's adopted strategic planning documents, the Integrated Movement Network Strategy - June 2013 (IMNS).

b) Another statement made in the FAQs is - *If the Town does not sell the land then the developer (who currently owns all adjoining properties) may develop their adjacent land holdings but to a smaller scale, with the Town's land remaining as a car park.*
This ignores the fact that the IMNS included recommended actions/projects (refer Attachment 4 to this submission) which to paraphrase included:
    - Reduce parking requirements within the TPS that reflect public transport accessibility, access to public parking and provide end of trip facilities
    - Establishing parking caps in activity centres
    - Adopt maximum parking standards where caps have not been applied
    - Actively pursue opportunities for the Town to manage parking to ensure optimised outcomes for public benefit
    - Examine potential for Town to manage parking on private land in exchange for it being available for public use

It is apparent that the recommended actions and projects outlined above from the IMNS have been ignored six years after the adoption of the Strategy, when many of these actions should have now been implemented and being routinely applied in Council decision making and the consideration of new development. In particular the sale of a public car park in this context is completely contrary to good integrated transport and parking policy and practice.

5. **Commercial disadvantage of selling the land at this time.**

   While the sale price being negotiated for the land is stated as being some $200,000 in excess of the valuation obtained by the Town, the more obvious question is whether if the land is to be sold, is now a good time to sell?

   There is much evidence that the WA State economy is poor and that the commercial and residential property markets are at a low point in the market cycle. This would beg the question, why would one choose to sell now if there is a choice to wait until the market improves?

   Indeed there is probably a more compelling case for the Town to be acquiring land in the current market for strategically valuable purposes such as public open space and public car parking.

6. **Lack of consideration of strategic planning issues and sustainability evaluation to support the proposal.**

   There is no evidence to suggest that the Town has considered strategic planning issues and a sustainability evaluation to support the proposal to sell the subject land. There should be a publicly disclosed analysis of the proposal having regard to governance, economic, environmental and social criteria and also an assessment of risk management and financial implications.

   The Town's Land Asset Optimisation Strategy – 2013 (LAOS) is cited as a source to support the sale of the land, although this is a confidential document. The LAOS and the Town's Integrated Movement Network Strategy - June 2013 (IMNS) were adopted in the same year. It is unlikely that the LAOS fully assessed and considered the recommendation of the IMNS, particularly in relation to the Town's role as an owner and manager of public car parking.

   In any event it is incumbent on the Town to consider the IMNS and any other relevant strategic planning documents in the consideration of the sale of the subject land, rather than simply rely on the LAOS.

   As set out in point 4 above, it seems apparent that the recommended actions and projects outlined in the IMNS have been ignored six years after the adoption of that Strategy, when many of these actions should have now been implemented. Some of the key relevant actions and projects are set out in Attachment 4 to this submission.

   Any reasonable assessment of the current proposal against the IMNS and the contemporary approach to integrated transport and parking policy and practice would lead to the conclusion that the proposed sale of this land currently used as a public car park, is fatally flawed.

CONCLUSION

The current process related to the proposed sale of the subject land should cease, based on the lack of public information and transparency by Council and the inadequate consultation due to lack of information provided. The proposal lacks rationale and appears misguided in the context of selling land assets in a poor property market. The Council should be more circumspect in dealing with major property transactions based on the ill-conceived attempt to partner with Landcorp in 2015 to develop a large part of John MacMillan Park.

The matter should be reconsidered in an open and transparent way having regard to proper consideration of strategic planning issues and a sustainability evaluation. Failure to do this would provide reasonable basis for a formal complaint to be made to the Minister for Local Government.

ATTACHMENT 1 – EXTRACT OF COUNCIL MEETING MINUTES OF 20 AUGUST 2019

21.2 Public reading of resolutions which may be made public

21.1.1 Land Asset Optimisation Strategy, unsolicited bid to acquire property owned by the Town of Victoria Park

COUNCIL RESOLUTION (166/2019):

Moved: Cr Vicki Potter **Seconded:** Cr Claire Anderson

That Council:

1) Endorses the recommended Option 4 to accept the unsolicited bid for $3,821,000 excluding GST and undertakes the disposition process under section 3.58 of the *Local Government Act 1995*.
2) Authorises the giving of local public notice in relation to the disposition of property outlined in point 1.
3) Requests that the Chief Executive Officer presents a further report back to Council by November 2019 to consider any submissions received in response to the local public notice outline in point 2.
3) Delegates authority to the Chief Executive Officer to negotiate the contract of sale, and requests that negotiations consider special conditions, as part of the sales contract including, but not limited to;
   (a) potential for rooftop greening
   (b) rooftop photovoltaic cells
   (c) rooftop utilisation and amenity, entry statement considerations on the corner of Albany Highway and Shepperton Road
   (d) consideration of more iconic design principles
   (e) public access to parking
   (f) appropriate consideration to the Town for proposed tree loss.

CARRIED (8 - 0)

For: Cr Karen Vernon, Cr Ronhhda Potter, Cr Bronwyn Ife, Cr Vicki Potter, Cr Claire Anderson, Cr Jennifer Ammons Noble, Mayor Trevor Vaughan, Cr Brian Oliver

Against: nil

ATTACHMENT 2 - FAQS EXTRACT FROM TVP WEBSITE

What land are we talking about?

The site is the Shepperton Road carpark located at 355-357 Shepperton Road, East Victoria Park. The property comprises a triangular 2,089 square metre site located near the intersection of Albany Highway and Shepperton Road.

Has the Town sold the land already?

No, the Council has requested that the CEO negotiate the contract of sale and conditions with the purchaser and bring it to Council for approval.

Why is the Town proposing to sell the land?

The Town received an unsolicited bid (an offer for Town-owned land that wasn't on the market) for the land with a consideration of $3,821,000 exclusive of GST. The land is an existing carpark owned by the Town. We consider that the sale of the land, with the right conditions attached, will achieve a great outcome for the community; will maintain and increase car parking in the area; will generate revenue for the Town to invest in strategic land purchases; will ultimately deliver additional rates income to the Town and will lead to investment in the site that will drive a good economic outcome and job creation for the community.

Who is the Town proposing to sell the land to?

The land is proposed to be sold to Fabcot Pty Ltd. From its commencement in 1993, Fabcot Pty Ltd has worked closely with both the public and private sectors and has to date successfully completed over 100 retail-based developments supporting Woolworths and its partners. These developments are mainly based on simple and effective community-orientated retail centres.

How does the Town know it is getting a good deal?

Due diligence was undertaken on the offer by Town staff and included independent consultants and certified valuers. A business case was then presented to Council for consideration who made a determination for the Town's CEO to establish a contract of sale with the purchaser. The contract will include special conditions to ensure the Town not only gets a good deal financially, but so that the benefits for the community are maximised. The normal process of sale (disposition) still occurs following the Local Government Act (Section 3.58/3.59 of the *Local Government Act 1995*).

Will the Town receive fair market value for the land?

The due diligence undertaken by the Town using independent market valuations for the land indicated that the offer presented good value to the Town if the offer were accepted. The independent licenced valuers provided an assessment of market value of $3,610,000 excluding GST, whereas the offer is $3,821,000 excluding GST.

What happens if the Town doesn't sell the land?

If the Town does not sell the land then the developer (who currently owns all adjoining properties) may develop their adjacent land holdings but to a smaller scale, with the Town's land remaining as a car park. The inclusion of the Town's land in the overall redevelopment allows for a better design of the ultimate precinct and a better economic outcome for the locality with more retail and commercial development. Additionally, the amount of parking in the area will likely be increased by the development, supporting economic activity and amenity for users of the area. It is also possible that without the Town land being sold to the proponent that they may not develop their existing land holdings and focus on investing elsewhere.

What is proposed to be built on the land?

Although the design is not finalised, at this stage a small neighbourhood shopping centre inclusive of a supermarket and associated speciality retail along with commercial/office space on level one has been proposed. The

development will include undercover parking in excess of what the Town offers currently. The proponent will, like any developer in the Town, also have to undertake the standard statutory development approval process following the purchase of the site and work with the Town's planners and independent Design Review Panel to achieve a development outcome suitable to the Town.

Do I get a say on the proposed sale?

Yes! If you support the proposed sale or have any concerns or comments then you can submit your comments in two ways:

1. In writing by sending a letter marked "Proposed Sale of 355-357 Shepperton Road" and addressed to the Chief Executive Officer, Town of Victoria Park, Locked Bag No. 437, Victoria Park 6979

2. Online by filling out the submission form.

ATTACHMENT 3 – ONLINE QUESTIONS AND ANSWERS

QUESTION - Is the Land Asset Optimisation Strategy (LAOS) a public document as it does not seem to be on the Council website? Is there any publicly available information on the report or information presented to Council on this proposed land sale as there is nothing in the agenda or minutes of the Council Meeting on 20 August as it was dealt with as a confidential item? Why was this item dealt with by Council behind closed doors, when there appears to be no commercially confidential issues and the details of the purchaser and the purchase price are public information??

ANSWER - Thanks for your question. The Land Asset Optimisation Strategy (LAOS) is not available to the public as the report contains financially sensitive information and strategies of the Town, which if made public would undermine any ability of the Town the achieve these outcomes.

The report on 355-357 Shepperton Road was confidential as it contained specific commercial considerations and workings for negotiations with the purchaser, the Town is still undertaking those negotiations.

QUESTION - Is the report demonstrating due diligence undertaken on the offer by Town staff and including independent consultants and certified valuers publicly available information? Is the business case that was presented to Council publicly available information?

ANSWER - [redacted] *The Business Case and report prepared for Council is confidential. Making the Business Case publicly available at this stage of the process would place the Town in a commercially negative position and undermine the Town's negotiation abilities.*

ATTACHMENT 4 – EXTRACTS FROM TOWN OF VICTORIA PARK - INTEGRATED MOVEMENT NETWORK STRATEGY - JUNE 2013

STRATEGIES PGS. 41& 42

Strategy Element		Policy / Position	Action / Project
P4	Development of Parking Limits	Support more stringent parking restrictions for new developments to encourage use of more sustainable modes.	Adopt reduced parking requirements within the TPS that reflect public transport accessibility, availability of public parking and requirements for EoT facilities.
			Amend TPS cash-in-lieu provisions to allow funds to be used for public parking and / or alternative transport modes for developments where mandatory reduced parking requirements do not apply.
			Develop and adopt maximum parking standards where parking caps have not been applied.
P5	Town as Parking Manager	Adopt a proactive approach to the management of parking within the Town.	Actively pursue opportunities for the Town to manage parking to ensure optimised outcomes for public benefit.
			Examine potential for Town to take over the management of car parking on private land in exchange for it being available for public use.

Strategy Element		Policy / Position	Action / Project
P6	New Locations for Parking	Ensure decisions about future off-street public parking supply are informed by data, and support alternative modes as a priority.	Undertake monitoring of parking demand through the PMP.
			Provide additional parking supply in identified locations if need is justified (based on the public parking supply monitoring process).
			Investigate options for the provision of Park & Ride facilities associated with the LRT at the southern end of the alignment around Curtin, in partnership with stakeholders.

IMPLEMENTATION PG. 65

Category	Action / Project	Short Term	Medium Term	Longer Term
Further Specific Studies / Projects	Work with the DoP in establishing off-street parking caps for developments in Regional and Local Activity Centres, based on WAPC Guidelines, MAX LRT master planning and structure planning.	0	0	
	Examine potential for caps to be utilised for development in lower order centres through structure planning.	0		
	Develop and adopt maximum parking standards where parking caps have not been applied.		0	0
	Actively pursue opportunities for the Town to manage parking to ensure optimised outcomes for public benefit.	0	0	
	Examine potential for Town to take over the management of car parking on private land in exchange for it being available for public use.	$$	$$	$$
	Investigate options for the provision of Park & Ride facilities associated with the MAX LRT at the southern end of the alignment around Curtin, in partnership with stakeholders.	0	$$$*	
	Agree annual funding allocation from parking revenue.	0	0	0

WOOLWORTHS GROUP



Solar Energy - FY19

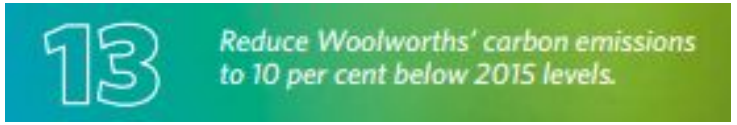
Woolworths Corporate Responsibility - Why Solar?

1. Solar PV complements our investment in energy efficiency and energy optimisation initiatives, and contributes to meeting our Corporate Responsibility targets.
2. Rooftop solar power systems will offset 10 to 40% of the stores annual electricity consumption from the grid (depending on store size and type), reduce energy peak demand, and contribute to reductions in our greenhouse gas (GHG) emissions.
3. Solar power systems will be incorporated into best practice property design planning that will contribute to energy optimisation and GHG reduction targets.
4. This continuous improvement approach underpins our property design philosophy for improved GreenStar and NABERS ratings for shopping centres resulting in better property yield & reduced operating costs.

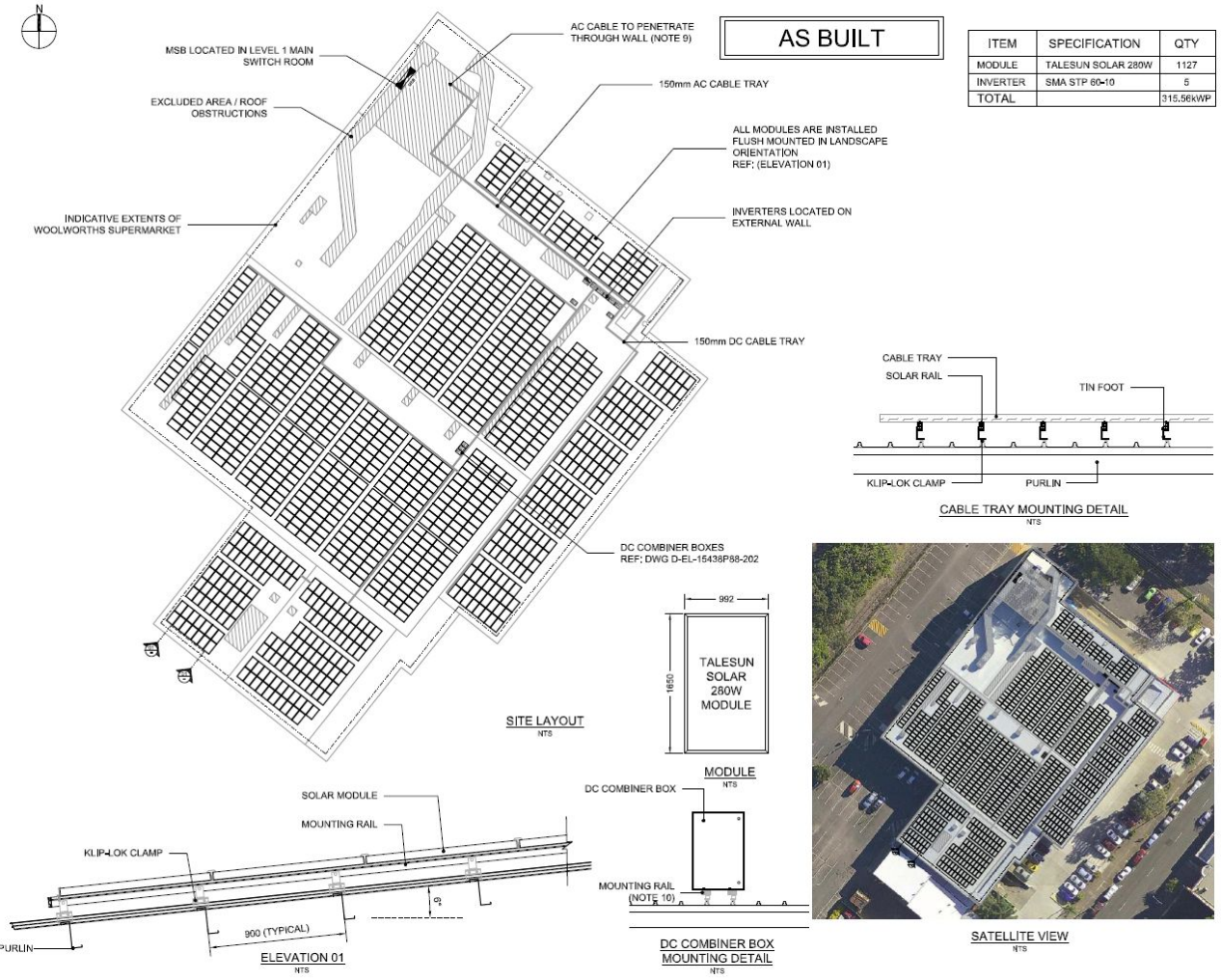








Typical Solar PV Layout Design





Aerial photograph of completed solar PV system

Site Specific Design & Layout plan

Emerging Innovation Mix

New Technology

As new technologies emerge and economies of scale make them viable, Woolworths is open to investigate and consider these emerging technologies (eg: battery storage & Electric Vehicle (EV) charging) into the property design mix to further improve property yield, reduce operating costs & enhance green credentials.





Planning Comments – 355 – 357 Shepperton Road – Potential Sale.

The Town is currently undertaking a substantial program of strategic planning reform, including:

- Preparation of Local Planning Strategy (estimated completion end of 2020);
- Preparation of a new Local Planning Scheme (estimated completion end of 2022); and
- Progressing a strategic framework for development in Albany Highway centres (estimated completion June 2021).

These projects will have substantial bearing on the future development pattern of the Town and its activity centres.

The proposal raises two key issues from a strategic planning perspective, being:

1. Should the Town be disposing of the public carpark; and
2. Is the development concept presented by the prospective buyer appropriate for this site?

Issue 1: Should the Town be disposing of the public carpark?

- The subject carpark is included within "Hotspot Area 2" of the Town's Parking Management Plan. The Parking Management Plan states that one of the management solutions for this area is "All day free parking in specific areas ...[including] All of Shepperton Road carpark".
- This management solution implies firstly that any development on the site should maintain the existing provision of car parking, and secondly that the Town should retain enough control of the carpark to ensure its continued availability for free, all day parking.
- The IMNS actions for parking including ongoing monitoring and review of the Parking Management Plan; examining the potential for parking caps in activity centres; adoption of reduced parking ratio requirements within the Local Planning Scheme; and examining potential for the Town to manage car parking on private land. It is possible that the outcomes of these actions might support removal or reduction of public car parking on the subject site. However, this cannot be confirmed until the actions have been completed and a strategic position agreed upon. This is reinforced by Policy/Position P6 of the IMNS, which provides that the Town should "Ensure decisions about future off=street public parking supply are informed by data, and support alternative modes as a priority".
- We understand that the parking team has reported anecdotally that the general area has a substantial amount of parking available and the subject site is often underutilised. This suggests that parking in the area is perhaps in need of review. Again, until this work is completed it is difficult to confidently form the view that the subject carpark is surplus to requirements.
- Additionally, the Town must consider whether the site might be required for a different civic use. Note that the Draft Public Open Space Strategy does not flag a need for additional public open space in this precinct. Further work on the review of the draft Social Infrastructure Plan and draft Local Planning Strategy is required before it can be definitively said that there is no land requirement in the area for civic purposes, although it is unlikely.

Issue 2: Is the development concept presented by the prospective buyer appropriate for this site?

- The subject site is zoned "Urban" under the Metropolitan Region Scheme and "District Centre" under the TPS1. In the "District Centre" zone, uses including "Fast Food Outlet", "Liquor Store – Small", "Lunch Bar", "Office", "Consulting Rooms", "Restaurant/Café" and "Shop" are permitted uses, and a wide range of other commercial uses are designated discretionary. There is no outright basic land use or zoning requirement prohibiting redevelopment of the site for a supermarket although any future Development Application that might be received will be assessed in accordance with the Planning Framework at that time.
- The Town's Activity Centres Strategy states that the "East Victoria Park Gateway Shopping Area", in which the subject site is located, should be "consolidated into a 'gateway' shopping node serving regional and local populations". This is a statement echoed from the TPS1 Precinct Plan for Albany Highway. A supermarket could be contemplated within this broad statement. Further, many of the broad statements around mixed use relate to Albany Highway and not the centre edges.
- It is also noted that there is an existing Aldi supermarket and Bunnings store in the St James centre, which have a substantial impact on the centre's function, parking arrangements and character. A second supermarket would not generally be inconsistent, although the format of the supermarket within a shopping centre does present a shift in dynamic.
- Notwithstanding the above, the strategic vision for the area as an activity centre is still somewhat unresolved. The Activity Centres Strategy does not support preparation of an Activity Centre Structure Plan in keeping with State Planning Policy 4.2, however, it does recommend that "*the Town build on and enhance the points of difference between the Albany Highway Secondary Centre and the expanding super regional centres*". Alongside this is the need for the Town to accommodate its infill housing targets and strengthen local character of the centre through its place planning approach. Further, the Town is currently preparing a draft Local Planning Strategy and anticipating a review of the IMNS. These documents may adopt a different strategic approach to earlier planning documents as the Town and greater Perth metropolitan area respond to rapidly changing economic conditions, population, sustainability goals and housing and lifestyle choices.
- In the context of the before mentioned changing conditions it is important to consider the future of the Town's mid-sized centres and high streets. Car based retail models with large amounts of parking (such as that proposed by the prospective purchaser) are based on attracting customers at a district/regional scale, which may put the centre in direct competition with similar centres in the area (including those in the Town). Centre's that accommodate a large local population through dense development; place a high priority on accessibility (all necessary goods and services within close proximity of the residential population) and lower priority on mobility (highly efficient vehicle movement with lots of parking) are likely to be more resilient in the future because they have a captive local market and are less reliant on a regional customer base (self-sufficiency). The Town's endorsed Activity Centre Strategy makes this point in its commentary on the emergence of competing 'super regional centres' and a need for the Town to 'build on and enhance the points of

difference between the Albany Highway Secondary Centre (which includes the St James Town Centre) and the expanding super regional centres'. This is a consideration amongst others in any decision regarding the Towns land and the bid from the prospective purchaser.

In conclusion, Place and Urban Planning does not have a firm view on either the disposal of the carpark or introduction of supermarket / small shopping centre at this time, beyond the action in the Parking Management Plan for the subject carpark to be retained. Further resolution of the strategic planning framework (as identified above) and a review of the Parking Management Plan would ideally have taken place before determining the disposal of the site although it is acknowledged that bids such as these do not always present at the ideal time from a strategic planning perspective. We ask that the above comments be taken as a consideration amongst others in the decision making process.

CLAYTON UTZ

Sale and Purchase Contract

Incorporating 2018 General Conditions

355 & 357 Shepperton Road, East Victoria Park WA

Town of Victoria Park
Seller

Fabcot Pty Ltd
Buyer

Clayton Utz
Lawyers
Level 27 QV.1
250 St Georges Terrace
Perth WA 6000
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Perth WA 6848
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Fax +61 8 9481 3095
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Our reference 80203658

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CLAYTON UTZ

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Reference Schedule

1. Contract Date

The day of 2019.

2. Seller

Town of Victoria Park of 99 Shepperton Road, Victoria Park WA 6100.

3. Buyer

Fabcot Pty Ltd (ACN 002 960 983) of 1 Woolworths Way, Bella Vista NSW 2153.

4. Description of the Property

The land contained in:

(a) Lot 30 on Diagram 10509 being the whole of the land contained in Certificate of Title Volume 2001 Folio 175;

(b) Lot 488 on Plan 2609 being the whole of the land contained in Certificate of Title Volume 2001 Folio 177; and

(c) Lots 131 & 132 on Deposited Plan 45782 being part of the land contained in Certificate of Title Volume 2229 Folio 747,

together with any improvements in, on or under the land other than the Excluded Property, and all references in the 2018 General Conditions to the **Property** are to be construed in the same manner.

5. Excluded Property

Any services infrastructure in on or under the land which is owned by a supplier of utility services.

6. Property Chattels

Not applicable.

7. Purchase Price

$3,821,000.00 (exclusive of GST).

8. Manner of Payment

(a) A deposit of $191,050.00, which is payable within 5 Business Days after Contract Date, and is to be held by the Seller Lawyers.

(b) The balance of the Purchase Price must be paid on the date of Settlement.

9. Settlement Date

The date which is 30 days after the date on which the last of the Conditions Precedent is satisfied.

10. Buyer Lawyers

Clayton Utz

Address:	QV.1, 250 St Georges Terrace Perth WA 6000
Attention:	Shaun McNaught
Email:	smcnaught@claytonutz.com

11. Seller Lawyers

McLeods

Address:	220 Stirling Highway Claremont WA 6010
Attention:	Fiona Grgich
Email:	fgrgich@mcleods.com.au

12. Specified Encumbrances

All reservations and conditions:

(a) contained in the Crown grant to the Property; or

(b) referred to in the certificate of title of the Property.

Special Conditions of Sale

1. Definitions and interpretation

(a) These special conditions apply to this Contract and to the extent of any inconsistency between these special conditions and the balance of this Contract these special conditions will prevail.

(b) The General Conditions are incorporated into and form part of this Contract so far as they are not varied by or inconsistent with the express terms of this Contract.

(c) The following clauses in the General Conditions do not apply to this Contract and are excluded.

(i) 6 (Possession and Rent);

(ii) 10 (Strata Title);

(iii) 13 (Subdivision);

(iv) 14 (Terms Contract);

(v) 18.1 - 18.3 inclusive (GST).

(d) Unless the contrary intention appears:

(i) reference to this Contract includes the Reference Schedule, these special conditions and the annexures to this Contract;

(ii) expressions defined in the Reference Schedule have the meaning set out in the Reference Schedule for the purposes of this Contract;

(iii) words and expressions which are used in this Contract and are defined in the General Conditions, have the meaning given in the General Conditions;

(iv) clause 26.6 of the General Conditions (Interpretation) applies to this Contract; and

(v) **includes** in any form when used in this Contract is not a word of limitation.

(e) In this Contract, the following terms have the following meanings:

Authorised Person has the same meaning as defined in the Local Laws.

Authority means every governmental or semi-governmental body, municipal council and any other board, person, or authority now or in the future exercising under any Act any control or jurisdiction over or power in connection with the Property or with any business at any time conducted on or from the Property and **Authorities** shall have a corresponding meaning.

Building Permit means a building permit issued under the *Building Act 2011* by a relevant permit Authority for the construction of the Development Works or any aspect of the Development Works.

Car Park means the car parking area wholly located within the boundaries of the Property for the use by the general public as shown more particularly on the indicative plan annexed to this Contract as Annexure C including (without limitation) all

landscaping, lighting, paving, car parking bays, access areas, cross-overs, stairs, kerbing and footpaths.

Clearance Certificate means a certificate issued to the Seller by the Commissioner of Taxation under s.14-220 of subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

Commencement Date means the date which is 5 years after the Contract Date.

Conditions Precedent means the conditions precedent in special condition 2.1(a).

Contract Date means the date duly executed separate counterparts of this Contract are exchanged by the Buyer and the Seller, and to be inserted in item 1 of the Reference Schedule.

Deposit Holder means the Seller Lawyers.

Development means the development on the Property of the retail complex by the Buyer.

Development Approval means a development approval issued by the responsible Authority under the Town of Victoria Park's local planning scheme in force at any relevant time under the *Planning and Development Act 2005* (WA) in respect of the Development.

Development Works means those works necessary to develop the Property for the purposes of the Development in accordance with the Development Approval and any Building Permit.

General Conditions means The Law Society of Western Australia (Inc) and The Real Estate Institute of Western Australia (Inc) 2018 Joint Form of General Conditions for the Sale of Land a copy of which is attached to this Contract as Annexure A.

Local Laws means the *Town of Victoria Park Parking and Parking Facilities Local Law 2019* as amended or varied from time to time.

Latest Date means:

(i) in respect of Special Conditions 2.1(a)(i)(A), 2.1(a)(i)(B) and 2.1(a)(ii), the date which is 90 days after the Contract Date; and

(ii) in respect of Special Conditions 2.1(a)(i)(C), the date which is 7 months after the Contract Date subject to the parties agreeing another date acting reasonably.

Purchase Price means the purchase price payable for the Property as described in item 7 of the Reference Schedule and includes the Deposit.

Reference Schedule means the reference schedule in this Contract.

ROW means Right of Way 54 as shown on the plan at Annexure B.

Settlement means the settlement of the sale and purchase of the Property as provided in special condition 5.

Written Law includes all acts and statutes (State or Federal) for the time being enacted and all regulations, schemes, ordinances, local laws, by-laws, requisitions, orders or statutory instruments made under any Act from time to time by any statutory, public or other competent authority.

2. Condition Precedent - Board Approval

2.1 Conditions Precedent

(a) This Contract is subject to and conditional upon:

(i) the Buyer notifying the Seller in writing by 5:00pm on the Latest Date that:

A. the Buyer's property committee has approved the Buyer entering into this Contract;

B. the Buyer is satisfied (in its absolute discretion) in all respects with the results of all enquiries carried out by the Buyer or on the Buyer's behalf in relation to the Property and to the future development and use of the Property including but not limited to:

1) the boundaries and area of the Property;

2) the geotechnical aspects of the Property;

3) environmental due diligence including but not limited to contamination issues;

4) procuring a survey (at the Buyer's option); and

5) assessing availability of services and access to the Property; and

C. the Buyer receiving all approvals needed to the re-alignment of the ROW as indicated in Annexure B (on terms which are acceptable to the Buyer in its sole discretion) to allow for the amalgamation of the lots comprising the Property; and

(ii) the Seller complying with sections 3.58 and 3.59 of the *Local Government Act 1995* and the Council of the Town of Victoria Park considering any submissions in response to notice of the proposed sale and purchase of the Property and approving entry into this Contract, with the Seller giving notice to the Buyer that such approval has been obtained by the Latest Date.

(b) Each of the Conditions Precedent in each of special conditions 2.1(a)(i)(A) to (C) inclusive (**Buyer's Conditions Precedent**) has been inserted for the benefit of the Buyer and accordingly on or prior to the due date the Buyer may notify the Seller in writing of the waiver of the benefit of any Buyer's Condition Precedent.

(c) If:

(i) the Buyer does not give written notice of the satisfaction or waiver of the Buyer's Conditions Precedent in each of special conditions 2.1(a)(i)A) to (C) inclusive; or

(ii) the Seller does not give written notice of the satisfaction of the Condition Precedent in special condition 2.1(a)(ii) (**Seller's Condition Precedent**),

by 5:00pm on the Latest Date then this Contract will automatically terminate on that date.

2.2 Termination on failure of the Condition Precedent

If this Contract terminates under special condition 2.1(c), then:

(a) each Party will be released from its further obligations under this Contract, except for the obligations under this special condition 2.2;

(b) each Party will retain its rights against the other in respect of any past breach of this Contract; and

(c) the Deposit will be repaid to the Buyer within 5 Business Days of termination.

2.3 Obligations - Conditions Precedent

(a) The Buyer must:

(i) use its best endeavours to satisfy the Buyer's Condition Precedent in a timely manner by the Latest Date;

(ii) notify the Seller promptly after the Buyer is aware that a Condition Precedent is unlikely to be satisfied; and

(iii) notify the Seller promptly after the Buyer is aware that a Condition Precedent has been satisfied.

(b) The Seller must notify the Buyer promptly after the Seller is aware that the Seller's Condition Precedent:

(i) is unlikely to be satisfied; or

(ii) has been satisfied.

(c) Subject to special condition 2.3(d), the Seller must take all reasonable steps to assist the Buyer to satisfy the Buyer's Condition Precedent including by:

(i) giving all necessary consents (in relation to this transaction only) and executing any documents reasonably required by the Buyer to lodge any search requests as part of its due diligence investigations;

(ii) permitting the Buyer to enter upon the Property with or without employees, agents or contractors to carry out due diligence investigations;

(iii) at the Buyer's cost taking all steps required by the Buyer reasonably necessary to obtain the closure of the ROW under section 58 of the Land Administration Act 1997 (WA) (**LAA**);

(iv) requesting the Minister for Land to close the ROW and as part of this, satisfying any requirement under regulation 9 of the *Land Administration Regulations 1998 (WA)*; and

(v) if required by the Buyer, at the Buyer's cost assisting with the disposition of the land comprising the ROW into land owned by the Buyer under section 87 of the LAA, including by the registration of a conveyance and amalgamation order at Landgate and satisfying any requirements under section 87 of the LAA.

(d) Notwithstanding any other provision of this Contract, the Parties acknowledge that the Seller is a local government established by the *Local Government Act 1995* (WA), and in that capacity, the Seller may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any Written Law

governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Seller shall not be taken to be in default under this Contract by performing its statutory obligations or exercising its statutory discretions, nor shall any other provision of this Contract fetter the Seller in performing its statutory obligations or exercising any discretion.

3. Sale and Purchase

(a) Subject to satisfaction or waiver of the Conditions Precedent, the Seller sells and the Buyer purchases the Property on the terms and conditions set out in this Contract.

(b) The Buyer must pay all Duty payable on this Contract.

4. Specified Encumbrances and vacant possession

(a) The Property is sold and the Buyer will take the Property subject to the Specified Encumbrances.

(b) The Seller represents and warrants to the Buyer that:

(i) on the Contract Date and at Settlement, the Property is vacant and no one has any right to use or occupy the Property other than the Seller;

(ii) the Seller has not granted any lease, licence or other licence to use or occupy all or any part of the Property and will not grant any such right between the Contract Date and the date of Settlement; and

(iii) subject to special condition 11, the Seller will deliver vacant possession of the Property to the Buyer at Settlement.

(c) Without limiting special condition 4(a), the Seller at the Seller's cost must deliver to the Buyer at Settlement a registrable withdrawal of any Encumbrance that is not a Specified Encumbrance together with the registration fees payable to Landgate.

5. Settlement

(a) The Seller Lawyers must provide the Buyer Lawyers with a settlement statement within a reasonable time prior to the Settlement Date so that the settlement statement (as well as the Seller required payees and the amounts payable to the payees) can be finalised no later than 5 Business Days prior to the Settlement Date to enable the Buyer to arrange the cheques for Settlement.

(b) The Buyer must pay the balance of the Purchase Price and other moneys owing by the Buyer under the Contract to the Seller or the Seller Lawyers at settlement by bank cheque or bank cheques on the Settlement Date.

(c) Settlement is to take place no later than 12:00pm (WST) on the date of Settlement at the offices of the Buyer Lawyers in Perth, Western Australia.

(d) Unless otherwise agreed between the Buyer and the Seller, if Settlement does not occur before 12:00pm (WST) on the intended date of Settlement then Settlement is to be held over until the next Business Day, with the Seller and the Buyer not liable to the other to pay any other sum for damages, costs or expenses and the settlement statement remaining unchanged.

(e) At Settlement the Seller must, in exchange for the balance of the Purchase Price, do all such acts and things as are necessary to transfer the Property to the Buyer in accordance with this Contract.

6. Deposit

(a) The Deposit is payable by the Buyer to the Seller by:

(i) bank cheque made payable to the Seller Lawyers and delivered to the Seller Lawyers; or

(ii) direct deposit into the Seller Lawyers' trust account, details of which are to be provided by the Seller Lawyer on or before the Contract Date,

at the Buyer's discretion, within 5 Business Days after the Contract Date.

(b) The Deposit:

(i) is to be paid to and held by the Seller Lawyers as stakeholder for the Parties;

(ii) will not be invested;

(iii) will be credited against the Purchase Price and paid to the Seller on Settlement; and

(iv) must only be dealt with in accordance with this Contract.

7. Announcements

Subject to any requirements at law on the Seller to publicly disclose or advertise the transaction the subject of this Contract, the Seller must not make any public announcement regarding the transactions contemplated by this Contract without the prior written consent and approval of the Buyer.

8. Confidentiality

(a) The Parties agree not to release:

(i) the existence of, or any of the contents of, this Contract;

(ii) any information relating to this Contract or the negotiation of this Contract; or

(iii) any information relating to the other Party,

without the prior written consent of the other Party.

(b) Special condition 8(a) does not apply to:

(i) information which is available to the public generally (except as a result of a previous breach of this special condition);

(ii) a disclosure which is required by law (including any requirements at law on the Seller to publicly disclose or advertise the transaction the subject of this Contract);

(iii) a disclosure which is made on a confidential basis to the officers, employees or agents of a Party or to the professional advisers or consultants of a Party for the purpose of obtaining professional advice in relation to this Contract, the enforcement of this Contract or for the purpose of consulting those professional advisors or consultants;

(iv) a disclosure which is required to be made to relevant authorities in order to progress planning, development and other applications relating to the Buyer's proposed development of the Property; or

(v) a disclosure which is required or desirable to be made in relation to any procedure for discovery of documents in any proceedings before any court, tribunal or regulatory body.

9. Buyer's acknowledgements

9.1 No Warranties

(a) The Property is sold to the Buyer "as is".

(b) The Buyer is solely responsible for determining the value and condition of the Property, land quality, land use, development and subdivision potential, environmental condition and any other information pertaining to the purchase of the Property.

(c) Except as expressly set out in this Contract, the Buyer acknowledges and agrees that no warranty or representation has been given or made to the Buyer or anyone on the Buyer's behalf by the Seller or any agent, employee or contractor of the Seller, or any other person on the Seller's behalf as to:

(i) the title to the Property;

(ii) any Encumbrance, restriction or right in favour of any third party affecting the Property;

(iii) the condition or state of the Property;

(iv) the suitability of the Property;

(v) the boundaries of the Property or that the fences (if any) purporting to be on the boundaries of the Property are in fact on the proper boundaries of the Property;

(vi) the area of the Property;

(vii) a physical structure or physical feature of the Property; and

(viii) the potential use, subdivision or development of the Property.

(d) Any representation or warranty implied by virtue of any statute or otherwise will not apply to, or be implied in this Contract, and all such representations or warranties are excluded to the extent permitted by law.

(e) Except as expressly set out in this Contract, the Seller will not be liable under any circumstances to make any compensation to the Buyer, nor will the Purchase Price be affected, by the exclusion of the warranties or representations in this special condition 9.1 or as a consequence of any fault, defect or characteristic of the Property.

(f) The Buyer acknowledges that the Seller gives no warranty that the Town of Victoria Park will issue any consents, approvals, authorities, permits or licences required by the Buyer under any statute for its use of the Property after Settlement.

9.2 Buyer to undertake own enquiries

The Buyer acknowledges that prior to entry into this Contract it has satisfied itself:

(a) by enquiry of the appropriate authorities, of the use to which the Property may be put and its zoning and of any development or subdivision which may take place and the manner in which it may be carried out and of all restrictions relating to development;

(b) by perusal, examination and enquiry of all the local, public, statutory and governmental authorities and instrumentalities as to the terms, conditions, locations and proposals of any road widenings, resumptions or reserves and any other matter which may affect the Property;

(c) by its own independent valuations and reports, the value of the Property;

(d) by perusal, examination and enquiry of the terms, covenants and conditions of and the rights, interests and obligations and liabilities arising from any encumbrances;

(e) by its own examination of the present and future economic feasibility, viability and economic return of the Property;

(f) by physical examination that the Property offered for sale and inspected by the Buyer is identical to the Property described in this Contract; and

(g) by physical examination and enquiry as to the fitness and suitability of the Property for any particular purpose;

and the Buyer enters and is deemed to enter into this Contract in reliance solely upon that examination, inspection and enquiry and not upon any or any alleged statement, warranty, condition or representation whatsoever made to or alleged to have been made to the Buyer by the Seller or any person on behalf of the Seller.

9.3 Latent defects

The Buyer acknowledges that the Property is sold subject to all defects (if any) latent or patent and whether or not they could or should have been recognisable upon an inspection by the Buyer of the Property.

9.4 Description

Any errors or misdescription of the Property will not entitle the Buyer to repudiate the Contract and will not be grounds for any abatement of the Purchase Price or any other claim against the Seller by way of compensation, damages or otherwise.

9.5 Boundaries

All fences and walls (if any) purporting to be on the boundaries of the Property will be deemed to be on the proper boundaries of the Property, and if the fences and walls or any part of them are found to be within or outside the boundaries of the Property the Buyer will have no claim against the Seller in connection with those matters.

9.6 Services to the Property and fencing

The Buyer covenants and agrees with the Seller that:

(a) in the event any services or utilities to the Property are required to be upgraded, installed or altered as a result of any proposed development to be carried out by the

Buyer on the Property, then the responsibility to carry out and the cost of any such upgrade, installation or alteration shall be borne by the Buyer; and

(b) no claim lies against the Seller by the Buyer in relation to the cost of erecting or repairing a dividing fence which might otherwise be made pursuant to the provisions of the *Dividing Fences Act 1961*.

9.7 Hazardous substances

The Buyer acknowledges that:

(a) the Seller has made no representation and given no warranty as to the existence of any hazardous or noxious substances on, in or emanating from the Property; and

(b) subject to the Contaminated Sites Act 2003 (WA), it shall not be entitled to bring any claim or proceedings against the Seller in the event that any noxious or hazardous substances are found on, in or emanating from the Property and acknowledges that this Contract may be pleaded in bar to any claim for loss or injury arising out of the existence of any noxious or hazardous substance on, in or emanating from the Property.

10. No representations by the Seller or its Agents

The Seller and its agents and employees make no representations or warranties as to the standard or quality of the Property, and the Buyer acknowledges that it has made and relies upon its own enquiries and thorough inspection of:

(a) any buildings comprising the Property; and

(b) the condition of the soil comprising the Property.

11. Access to Car Park

(a) The Buyer acknowledges and agrees with the Seller that rights of access and car parking must be provided and maintained over the Car Park for the use by the general public at all times, 7 days a week 24 hours a day from the date of Settlement until the date of substantial commencement of the Development Works (**Access Period**) subject to the parties agreeing otherwise both acting reasonably.

(b) During the Access Period, the Buyer covenants and agrees with the Seller that it must:

(i) at all times authorise and permit the general public to access and use the Car Park free of charge for pedestrian access, vehicular access and car parking;

(ii) ensure that access to the Car Park is not unreasonably refused, restricted or obstructed and no fence or other obstruction will be erected on the Car Park which would prevent use of the Car Park for car parking except in the case of emergency or for reasons of public safety during works in the Car Park or affecting the Car Park (including any works associated with the Development Works);

(iii) at all times and at its cost and expense:

A. maintain and keep the Car Park in the condition which existed on the date of Settlement as evidenced by the photos of the Property at Annexure D;

B. keep the Car Park clean and free from rubbish; and

C. carry out any repairs as necessary to ensure that the Car Park is maintained in accordance with paragraph (A) of this Special Condition, as expeditiously as possible and in accordance with any reasonable directions of the City;

(iv) ensure that any part of the Car Park is not altered in any way or any other activity carried out which might impact or affect the ability of the general public to use the Car Park in the manner which existed on the date of Settlement; and

(v) ensure the Car Park is not used for any purpose other than pedestrian access, vehicle access and car parking without the prior written approval of the City.

(c) During the Access Period, the Seller must maintain public liability insurance in respect of the Property for not less than $10,000,000 and provide copies of any certificate of currency evidencing such insurance to the Buyer on request.

(d) The Seller indemnifies the Buyer for any Loss the Buyer suffers or incurs as a result of the general public use of the Property during the Access Period including any claim the Seller or any person may make as a result of the use or access to the Property or any injury or damage to person or property occurring on or near the Property except to the extent that such Loss is caused by a breach of this Contract by the Buyer or the Buyer's act or omission.

(e) The Buyer agrees with the Seller that during the Access Period the Seller shall be permitted to:

(i) impose rules and regulations with respect to the use of the Car Park by the general public including (without limitation) time restrictions and hours of use; and

(ii) apply the Seller's Local Laws to the Car Park; and

(iii) pursuant to section 9.10 of the *Local Government Act 1995* (WA) appoint the Authorised Officers as authorised persons for the purposes of enforcing the Local Laws at the Car Park.

(f) The provisions of this special condition will not merge on Settlement.

12. Foreign Buyer

The Buyer represents and warrants to the Seller that it is not required to provide notice of entry into this Contract or the of the purchase of the Property to the Foreign Investment Review Board constituted under the *Foreign Acquisitions and Takeovers Act* 1975 (Cth), and that it does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act* 1975 (Cth) and/or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this Contract.

13. GST

13.1 Definitions

In this special condition 13:

(a) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

(b) The following terms have the meaning given to them in the GST Act:

(i) GST;

(ii) GST Group;

(iii) Input Tax Credit;

(iv) Member;

(v) Representative Member;

(vi) Supply; and

(vii) Tax Invoice.

13.2 GST treatment of consideration

It is agreed that, unless expressly stated otherwise, all payments, reimbursements, consideration or other sums payable under this Contract in respect of the Property do not include an amount on account of GST and are to be increased by the amount of GST payable.

13.3 Registered for GST

Each Party warrants and agrees that it will be registered for GST before and at Settlement.

13.4 GST added to value of supply

If the Seller makes a supply under or in connection with this Contract on which GST is payable:

(a) the consideration payable or to be provided for that supply under this Contract but for the application of this special condition 13 (**GST exclusive consideration**) is increased by, and the Buyer must also pay to the Seller, an amount equal to the GST payable in relation to that supply (**GST Amount**); and

(b) the GST Amount (as well as any penalty tax, fine, interest or other charge levied by the Australian Taxation Office) must be paid to the Seller by the Buyer without set off, deduction or requirement for demand, at the same time that the GST exclusive consideration is payable by the Buyer.

13.5 Tax Invoice

The recovery of any amount in respect of GST by the supplier under this Contract on a supply is subject to the issuing of the relevant Tax Invoice to the recipient.

13.6 Reimbursements

If any Party is entitled to payment of any costs or expenses by way of reimbursement or indemnity, the payment must exclude any part of that cost or expense which is attributable to GST for which that Party, or the Representative Member of any GST Group of which that Party is a Member is entitled to an Input Tax Credit.

13.7 Non-merger

This special condition 13 will survive termination of this Contract.

14. General

14.1 Further assurance

The parties covenant and agree that they will sign, execute and complete all such documents and do all things as may be reasonably required to complete the matters relating to the Contract and the purchase of the Property.

14.2 Separate counterparts

(a) This Contract may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart executed and delivered by a Party constitutes the deed of that Party, but subject to the condition precedent that no Party is bound by any such counterpart until all parties have executed and delivered a counterpart.

(b) A Party may execute and deliver a counterpart of this Contract either by:

(i) it or its lawyers effecting physical delivery of its executed counterpart to all other parties either itself or by its lawyers; or

(ii) it or its lawyers giving notice of its execution of its counterpart to all other parties by electronic mail message:

A. to which is attached a copy or a printable electronic image of the whole of the counterpart or so much of it as is necessary to identify it and establish that it has been executed; and

B. which states that such electronic mail message constitutes delivery of the counterpart as its deed.

(c) Where this Contract is executed and delivered in counterparts, its date is taken to be the date on which the last of the parties to do so executed its counterpart and upon that event all such counterparts taken together are deemed to constitute one instrument.

14.3 Governing law

The Contract is governed by, and interpreted in accordance with, the laws of Western Australia. The parties submit to the non-exclusive jurisdiction of the court system of Western Australia.

14.4 Exclusivity

The Seller must not enter into any negotiations with any party other than the Buyer with respect to the sale or disposal of the whole or any part of the Property for the period commencing on the Contract Date and expiring on the date of Settlement (or earlier termination of this Contract).

14.5 Costs

Each party agrees to pay its own legal costs in relation to the negotiation and execution of this Contract.

15. Buyer's Post Settlement Obligations

15.1 Plans and Specifications

(a) The Buyer acknowledges and agrees that in undertaking the Development the Seller expects the Town of Victoria Park (in its capacity as a planning authority) to require the following objectives to be achieved:

(i) installation of rooftop solar photovoltaic cells;

(ii) entry statement considerations on the corner of Albany Highway and Shepperton Road;

(iii) consideration of more iconic design principles in accordance with the Town of Victoria Park's relevant planning policies and guidelines at the Contract Date;

(iv) allocation of circa 15 car parking bays which are accessible by the public at all times with the remainder of any car parking bays on the Property (number to meet the Town of Victoria Park's minimum car parking ratios) being publicly accessible during business hours, with free parking limited to 90 minutes;

(v) commitment to a 6 to 1 ratio of new tree planting (minimum 100 litre tree size unless otherwise agreed by the Seller acting reasonably) to existing trees in the adjacent area owned by the Buyer and on the Property where possible;

(vi) minimum 4 star Green Star rating for the Development; and

(vii) inclusion of a minimum of 4 electric car charging stations; and

(viii) the Buyer to maintain its commitments under the publicly advertised Reconciliation Action Plan (**RAP**) while delivering and operating its business from the Property,

(**Objectives**).

15.2 Development Approval

(a) The Buyer at its cost must:

(i) prepare (or procure to be prepared) the application for the Development Approval; and

(ii) lodge the application for the Development Approval by no later than 24 months after the Contract Date.

15.3 Development Works

(a) The Buyer agrees with the Seller that it will:

(i) at its own expense substantially commence the Development Works in accordance with:

A. the Development Approval and Building Permit to the extent that they respectively apply to the Development Works; and

B. any plans approved by any Authority (including the Town of Victoria Park);

C. any approvals or permits issued by any Authority (including the Town of Victoria Park);

D. the Building Code of Australia and all relevant standards of Standards Australian (if applicable),

on or before the Commencement Date, or such other date as agreed to by the Seller in accordance with special condition 15.1(c).

(b) Prior to commencing the demolition or removal of any existing improvements or structures on the Property as at the date of Settlement, the Buyer must take photographs of the existing buildings on the Property to the satisfaction of the Seller and provide such photographs to the Seller at no cost to the Seller.

15.4 Works delay

If substantial commencement of the Development Works is delayed, the Commencement Date may be extended by agreement between the parties both acting reasonably and in good faith. The new commencement date as so determined by the parties will be final and binding on the parties.

16. Right of first refusal to purchase

16.1 Buyer's notice

(a) If after Settlement the Buyer:

(i) elects to not proceed with the Development; or

(ii) does not substantially commence the Development Works by the Commencement Date or such other date as agreed by the parties in accordance with special condition 15.4,

the Buyer agrees to notify the Seller of the event specified in special condition 17.1(a)(i) or (ii) (as the case may be) (**Sale Notice**) and the Seller shall have the option of giving the Buyer 28 Business Days' notice in writing to re-purchase the Property subject to the Specified Encumbrances and for the Purchase Price but less the following amounts:

(i) the Seller's advertising costs including any costs associated with complying with sections 3.58 and 3.59 of the *Local Government Act 1995 (WA)* any other reasonable costs or expenses paid by the Seller in order to effect the sale of the Property to the Buyer under this Contract;

(ii) the Seller's lawyer's reasonable costs and disbursements on the sale of the Property to the Buyer;

(iii) the Seller's lawyer's reasonable costs and disbursements on the re-purchase of the Property by the Seller including any Duty payable in respect of the re-purchase; and

(iv) if applicable, any costs reasonably incurred by the Seller in removing any improvements constructed on the Property by the Buyer.

(b) Until the expiration of the 28 Business Day option period referred to under special condition 16.1, the Buyer must not enter into any negotiations with any other party

other than the Seller with respect to the sale or disposal of the whole or any part of the Property.

16.2 What the Seller and Buyer must do

(a) If the Seller wants to purchase the Property on the terms set out in the form of sale contract (such contract to be on substantially the same terms and conditions as this Contract with only such necessary amendments to make the provisions apply to the sale of the Property to the Seller), then within 28 Business Days after the Buyer gives the Sale Notice, the Seller must deliver to the Buyer the form of sale contract signed by the Seller.

(b) Within 10 Business Days after the Seller complies with special condition 16.2, the Buyer agrees to give to the Seller a counterpart sale contract signed by the Buyer. An agreement for the sale of the Sale Property on the terms set out in the form of sale contract is entered into between the Buyer and the Seller on the day the Buyer delivers the signed counterpart contract to the Seller.

(c) If the form of sale contract requires the Seller to pay a deposit to the Buyer, the Seller agrees to pay to the Buyer the deposit within 5 Business Days of the date it receives the Buyer's signed counterpart contract under special condition 17.2(b).

16.3 If the Seller does not comply

If the Seller elects not to exercise its option under special condition 16.1:

(a) the Buyer may sell the Sale Property to any other person on terms and conditions negotiated with that other person; and

(b) the Seller must promptly at its cost withdraw any caveat lodged against the Property by the Seller pursuant to this Contract.

17. Car Parking (Public Car Parking within Development)

The Buyer covenants and agrees with the Seller that:

(a) following completion of the Development it shall in accordance with the terms and conditions of the Development Approval maintain and make available for use by the public any car parking bays located within any secure car parking area within the Development at all times during which the Development is open for business (**Public Car Parking**) and subject to special condition 17(c) shall ensure that access to the Public Car Parking is not refused, restricted or obstructed so as to prevent the use of the Public Car Parking at all times during which the Development is open for business;

(b) the public shall be entitled to park in the Public Car Parking for free for up to 90 minutes; and

(c) the Buyer may restrict use of any part of the Public Car Parking from time to time in order to:

(i) repair or maintain any part of the improvements on the Property or carry out any works;

(ii) prevent a dedication of, or the accrual of any rights to any person or the public in, the Property; or

(iii) comply with any requirement by an Authority or at Law.

18. Car Park (Circa15 Bays on Property external to Development)

(a) The Buyer acknowledges and agrees that it may be required to maintain and make available for use by the public at all times car parking bays which are located on the Property but are outside of the secured car parking area of the Development (**External Car Parking Area**) pursuant to the terms and conditions of the Development Approval.

(b) The Buyer covenants and agrees with the Seller that following practical completion of the Development on the Property and prior to occupation of any part of the Development on the Property it shall grant to the Seller an easement pursuant to sections 195 and 196 of the Land Administration Act 1997 over the External Car Parking Area to be registered against the certificate of title to the Property for the benefit of the Seller and the public at large so as to permit the public to access the External Car Parking Area in perpetuity (**Car Parking Easement**) and the cost of the preparation, stamping and registration of the Car Parking Easement to be borne by the Seller.

19. Security for Compliance

19.1 Charge and Caveat

Following Settlement, the Buyer charges the Property in favour of the Seller with the Buyer's obligations under special conditions 16 to 18 inclusive of this Contract and with the payment of all moneys payable or which may become payable by the Buyer to the Seller and for the purpose of securing the due and punctual observance and performance by the Buyer of all the covenants conditions and stipulations herein contained authorises the Seller to lodge an absolute caveat at the Western Australian Land Information Authority (trading as Landgate) against the Property in order to protect the rights and interests of the Seller under this Contract.

19.2 Disposal Restrictions

(a) Subject to special conditions 16.3(b) and 17.2(b), the Buyer will not sell, agree to sell, transfer, assign, mortgage, lease, charge or otherwise dispose of or encumber the Land or any part or interest therein (any of those things in this special condition 18.2 called a **Dealing**) to any person unless that person has first executed a deed of covenant (or in the case of mortgagee or chargee, an undertaking satisfactory to the Seller acting reasonably) to be prepared by the Seller's solicitors at the reasonable cost of the Buyer whereby that person covenants to observe and perform such of the covenants, conditions and stipulations contained in this special condition 17.2 as then remain to be performed and observed and the Seller shall reasonably require having regard to the nature of the Dealing as if that person had been a party to this Contract;

(b) The Buyer may enter into an agreement to effect any Dealing where the agreement is subject to an express condition that the other party to the Dealing executes a deed of covenant or an undertaking as required under special condition 17.2(a) prior to or upon the completion or the giving effect to of the Dealing; and

(c) Subject to there being no existing or unremedied breach of any condition of this Contract, the Seller will at the request of the Buyer and at the Buyer's reasonable cost provide to the Buyer a withdrawal of any caveat lodged by the Seller pursuant to this Contract sufficient to enable the registration of any transfer, lease, assignment or mortgage document in respect of the Land provided that, subject to special condition 16.3(b), the Seller is entitled to re-lodge its absolute caveat following such registration.

20. No Assignment

The Buyer hereby covenants and agrees with the Seller that it shall not assign its right under this

Contract without the prior written consent of the Seller and without any assignee first having agreed in writing to be bound by the terms and conditions of this Contract and to enter into a deed prepared by the Seller's solicitors at the expense of the Buyer whereby the assignee agrees to be bound by the terms and conditions of this Contract.

Execution by the Parties

Signed as a deed

Executed by the Seller

The COMMON SEAL of the TOWN OF VICTORIA PARK was hereunto affixed by authority of a resolution of the Council in the presence of –

Signature of Mayor	Full name of Mayor
Signature of Chief Executive Officer	Full name of Chief Executive Officer

Executed by the Buyer

Signed, sealed and delivered for and on behalf of **Fabcot Pty Ltd ACN 002 960 983** by its attorney under a power of attorney dated 27 July 2016 registered in Western Australia with registration number **N407903** in the presence of:

Signature of witness	Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney
Print full name, address and occupation of witness	Print full name of attorney

CLAYTON UTZ

Annexure A – 2018 General Conditions

2018 General Conditions

JOINT FORM OF GENERAL CONDITIONS FOR THE SALE OF LAND

The Law Society of Western Australia
The voice of the legal profession in Western Australia

REIWA
Real Estate Institute of Western Australia

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1 Deposit

1.1 Payment

Subject to clause 1.3, the Buyer must pay the Deposit to:

(a) the Seller Agent; or

(b) the Seller Representative, or

(c) if the Seller has not appointed a Seller Agent or a Seller Representative, the Seller.

1.2 Deposit Holder - Stakeholder

(a) Subject to this clause 1.2, if the Deposit is paid to a Deposit Holder, the Deposit Holder must hold the Deposit as stakeholder.

(b) If a Party contends that:

(1) the Contract has been terminated; and

(2) that Party is entitled to payment of the Deposit, the following provisions of this clause 1.2 apply.

(c) The Deposit Claimant must:

(1) serve on the Deposit Holder and the Deposit Respondent the Deposit Holder Notice; and

(2) provide proof to the Deposit Holder of the service of the Deposit Holder Notice on the Deposit Respondent.

(d) Unless the Deposit Respondent serves a Notice on the Deposit Holder in accordance with subclause (e), the Deposit Holder must after:

(1) the expiry of 8 Business Days after the last to occur of service of the Deposit Holder Notice on the Deposit Respondent and the Deposit Holder; and

(2) the Deposit Holder has received proof as required by subclause (c) that the Deposit Holder Notice has been served on the Deposit Respondent,

pay the Deposit to the Deposit Claimant.

(e) The Deposit Respondent may, within 5 Business Days after service on the Deposit Respondent of the Deposit Holder Notice, serve a Notice on the Deposit Holder and the Deposit Claimant:

(1) stating that the Deposit Respondent disputes that the Deposit Claimant is entitled to receive the Deposit; and

(2) specifying the reasons why the Deposit Respondent contends that the Deposit Claimant is not entitled to receive the Deposit.

(f) If the Deposit Respondent serves a Notice on the Deposit Holder and the Deposit Claimant under subclause (e), the Deposit Holder may:

(1) obtain legal advice as to the action to be taken by the Deposit Holder,

(2) institute interpleader proceedings in a court; and

(3) deduct from the Deposit the legal cost and expense incurred by the Deposit Holder in connection with obtaining that legal advice and those interpleader proceedings.

(g) Each Party:

(1) directs the Deposit Holder to comply, and

(2) releases the Deposit Holder from liability for complying,

with this clause 1.2.

(h) Payment by the Deposit Holder of the Deposit in accordance with:

(1) subclause (d), or

(2) interpleader proceedings referred to in subclause (f)(2)

discharges the Deposit Holder from any further liability in respect to the Deposit.

(i) The failure by a Party to serve a Deposit Holder Notice or a Notice under subclause (e):

(1) does not affect; and

(2) is not treated as a waiver of,

any right as between the Parties.

(j) In this clause 1.2, a reference to the Deposit includes:

(1) any money in addition to the Deposit, paid to the Deposit Holder by the Buyer in accordance with the Contract; and

(2) interest earned on the Deposit or on any other money specified in subclause (j)(1) invested by the Deposit Holder with a Deposit Financial Institution.

1.3 Deposit - Strata Lot

(a) Subject to clause 1.4, if the Contract relates to the sale of a Proposed Strata Lot in a proposed Strata Scheme, the Deposit must be paid to and held by a Legal Practitioner, Real Estate Agent or Settlement Agent in accordance with the Strata Titles Act until registration of the Strata Plan.

(b) Subject to clause 1.4, on the registration of the Strata Plan in respect to the proposed Strata Lot, the Deposit is treated as being held in accordance with clause 1.2.

1.4 Deposit – Future Lot Contract

If the Contract is a Future Lot Contract:

(a) clause 1.1(c) does not apply;

(b) clauses 1.2 and 1.3 do not apply until the condition in clause 13.9(a)(1) has been satisfied;

(c) the Deposit or other amount payable by the Buyer under the Contract must be:

(1) paid by the Seller to a Deposit Holder specified in the Contract within 2 Business Days after receipt of the payment from the Buyer; and

(2) held by the Deposit Holder on trust for the person entitled to receive it under the Contract or the Sale of Land Act; and

(d) the Deposit Holder must comply with the Sale of Land Act.

1.5 Notice of non-payment

If the Buyer:

(a) does not pay the Deposit in full as required by the Contract; or

(b) pays the Deposit by cheque and that cheque is dishonoured on presentation,

the Seller may give the Buyer a Notice requiring the Deposit to be paid or the cheque to be honoured within 48 hours of service of the Notice.

1.6 Termination for non-payment

(a) If a Notice under clause 1.5 is not complied with:

(1) the Buyer is in default; and

(2) the Seller may terminate the Contract by giving notice of termination to the Buyer.

(b) Clause 23.1 does not apply if clause 1.5 and this clause 1.6 apply.

1.7 Terms Contract and other right

Clauses 1.5 and 1.6 do not:

(a) apply if the Contract is a Terms Contract; or

(b) limit any other right of the Seller.

1.8 Direction to Deposit Holder

Subject to clause 1.11, and unless each Party otherwise agrees in writing, a Party is not entitled to direct the Deposit Holder to pay the Deposit to any person before the Possession Date.

1.9 Investment of Deposit

If requested by the Buyer and permitted by law, the Deposit Holder may pay the Deposit into an interest bearing trust account with a Deposit Financial Institution in the name of the Deposit Holder.

1.10 Interest on Deposit

(a) Subject to clause 24.8, if the Deposit is invested by the Deposit Holder in an interest bearing account with a Deposit Financial Institution in accordance with clause 1.9, the Buyer is entitled to the interest, less:

(1) any fees or charges payable to the Financial Institution in respect to the lodgment and withdrawal of the Deposit; and

(2) any other amount required to be deducted by the Financial Institution under the Income Tax Act.

(b) If the Buyer is entitled to interest on the Deposit, the Buyer is not entitled to be paid any interest until Settlement unless otherwise specified in the Contract.

1.11 Payment of Deposit on Settlement

Subject to clause 24, the Strata Titles Act and the Sale of Land Act, each Party authorises the Deposit Holder to pay the Deposit to:

(a) the Seller at Settlement; or

(b) the Seller Representative before Settlement, but only for the purpose of enabling Settlement to occur.

1.12 Deduction from Deposit

The Seller irrevocably authorises the Deposit Holder to deduct from the Deposit before it is paid to the Seller or the Seller Representative:

(a) the selling fee payable to the Seller Agent; and

(b) all proper expenses payable by the Seller to the Seller Agent in connection with the sale of the Property.

2 Encumbrance

2.1 Noted Encumbrance

The Seller sells the Property free of any Encumbrance except for:

(a) a Specified Encumbrance; and

(b) if the Land is a Strata Lot, the interests and notifications specified in clause 10.8.

2.2 Benefit of right over Land

If the Land is entitled to the benefit of a right over other land:

(a) that benefit is not an Encumbrance, and

(b) the Land is sold and transferred with that benefit.

2.3 Rate Encumbrance - Unpaid Rate Outgoing

(a) Subject to subclause (b), if at Settlement the Land is subject to a Rate Encumbrance which arises from an Unpaid Rate Outgoing:

(1) if the Rate Encumbrance is registered on the Certificate of Title for the Land, the Seller must provide to the Buyer at Settlement any discharge, withdrawal or other document required to remove the Rate Encumbrance from the Certificate of Title for the Land;

(2) the Seller must arrange for the Unpaid Rate Outgoing to be paid at Settlement; and

(3) the Unpaid Rate Outgoing must be apportioned in accordance with clause 7.

(b) If at Settlement the Land is subject to a Rate Encumbrance which arises from an Unpaid Rate Outgoing but the Rate Encumbrance is not registered on the Certificate of Title for the Land, then the Seller is not required to arrange for the Unpaid Rate Outgoing to be paid at Settlement if:

(1) the Seller Representative has, not later than 3 Business Days before the Settlement Date, provided a written undertaking to the Buyer Representative to:

(A) deduct from the settlement proceeds due to the Seller or otherwise hold in trust an amount equal to the amount required to pay that Unpaid Rate Outgoing; and

(B) pay that amount to the relevant Authority immediately following Settlement, or

(2) the Buyer Representative has, not later than 3 Business Days before the Settlement Date, provided a written undertaking to the Seller Representative to:

(A) hold money in trust from the Buyer at Settlement equal to the amount which is required to pay that Unpaid Rate Outgoing, and

(B) pay to the relevant Authority immediately following Settlement, that Unpaid Rate Outgoing.

(c) If subclause (b)(1) applies, the Seller is treated as having given an irrevocable authority and direction to the Seller Representative:

(1) if applicable, to withhold the amount specified in subclause (b)(1) at Settlement; and

(2) to pay the Unpaid Rate Outgoing to the relevant Authority immediately after Settlement.

(d) If subclause (b)(2) applies, the Buyer is treated as having given an irrevocable authority and direction to the Buyer Representative to pay the Unpaid Rate Outgoing to the relevant Authority immediately after Settlement.

2.4 Land sold subject to **easement or restrictive covenant**

If on the Contract Date:

(a) the Land is subject to an easement or a restrictive covenant which is not a Specified Encumbrance;

(b) the Land is not vacant land; and

(c) the Land:

(1) includes a residence or other principal building which was used for a purpose before the Contract Date which use the Buyer would reasonably be expected to continue after Settlement; or

(2) was being used on the Contract Date for a purpose which the Buyer would reasonably be expected to continue after Settlement; and

(d) the easement or restrictive covenant does not unreasonably affect the use specified in subclause (c)(1) or (c)(2),

the Land is treated as being sold subject to the easement or restrictive covenant and the Buyer has no right to terminate the Contract or to defer or delay Settlement as a result of the easement or restrictive covenant.

2.5 Land sold subject to Title Restriction

(a) If:

(1) the Land is subject to a Title Restriction, which is not a Specified Encumbrance;

(2) the Land is vacant land; and

(3) the Buyer:

(A) was aware; or

(B) should reasonably have been aware,

of the Title Restriction or the effect of the Title Restriction, before the Contract Date; and

(4) the Title Restriction does not:

(A) unreasonably affect the proposed use of the Property by the Buyer; or

(B) materially affect the value of the Property,

the Buyer is treated as having agreed to buy the Property subject to the Title Restriction and the Buyer has no right to terminate the Contract or defer or delay Settlement as a result of the Title Restriction.

(b) If:

(1) the Land is subject to a Title Restriction, which is not a Specified Encumbrance;

(2) the Land is not vacant land; and

(3) the Land:

(A) includes a residence or other principal building which was used for a purpose before the Contract Date, which use the Buyer would reasonably be expected to continue after Settlement; or

(B) was being used on the Contract Date for a purpose which the Buyer would reasonably be expected to continue after Settlement; and

(4) the Buyer:

(A) was aware, or

(B) reasonably should have been aware,

of the Title Restriction or the effect of the Title Restriction before the Contract Date, and

(5) the Title Restriction does not unreasonably affect the use specified in subclause (b)(3),

the Land is treated as having been sold subject to the Title Restriction and the Buyer has no right to terminate the Contract or defer or delay Settlement as a result of the Title Restriction.

2.6 Land sold subject to Remediated Site Memorial

(a) If:

(1) the Land is a Remediated Site;

(2) a Remediated Site Memorial has been lodged against the Certificate of Title for the Land; and

(3) the Remediated Site Memorial is not a Specified Encumbrance,

subclauses (b) and (c) apply.

(b) If:

(1) the Land is vacant land; and

(2) the Restricted Use related to the Remediated Site Memorial does not:

(A) unreasonably affect the proposed use of the Property by the Buyer; or

(B) materially affect the value of the Property,

the Buyer is treated as having agreed to buy the Property subject to the Remediated Site Memorial and the Buyer has no right to terminate the Contract or defer or delay Settlement as a result of the Restricted Use or the Remediated Site Memorial.

(c) If:

(1) the Land is not vacant land; and

(2) the Land:

(A) includes a residence or other principal building which was used for a purpose before the Contract Date which use the Buyer would reasonably be expected to continue after Settlement; or

(B) was being used on the Contract Date for a purpose which the Buyer would reasonably be expected to continue after Settlement; and

(3) the Restricted Use related to the Remediated Site Memorial does not unreasonably affect the use specified in subclause (c)(2),

the Land is treated as having been sold subject to the Remediated Site Memorial and the Buyer has no right to terminate the Contract or defer or delay Settlement as a result of the Restricted Use or the Remediated Site Memorial.

2.7 Buyer right to terminate

(a) If:

(1) the Land is subject to an easement, a restrictive covenant, a Remediated Site Memorial or a Title Restriction which is not a Specified Encumbrance; and

(2) the Land is not treated as being sold subject to the easement, restrictive covenant, Remediated Site Memorial or Title Restriction in accordance with clauses 2.4 to 2.6,

the Buyer is entitled at any time up to 3 Business Days before the Settlement Date to terminate the Contract by giving Notice to the Seller.

(b) If the Buyer fails to exercise the right to terminate within 3 Business Days before the Settlement Date in accordance with subclause (a), the Buyer loses the right to terminate under the Contract and at general law.

(c) If the Buyer terminates the Contract in accordance with subclause (a):

(1) the Deposit and any other money paid by the Buyer under the Contract must be promptly repaid to the Buyer;

(2) if the Deposit has been invested by the Deposit Holder in accordance with clause 1.9, the Buyer is entitled to the interest on the Deposit;

(3) if any other money has been paid to the Deposit Holder by the Buyer, and invested by the Deposit Holder with a Deposit Financial Institution, the Buyer is entitled to the interest on that other money; and

(4) subject to subclauses (c)(1) to (c)(3), no Party has any claim or right of action against the other arising from the termination, except in respect to any matter which arose before the termination.

2.8 Security Interest

(a) If requested by the Buyer in writing, the Seller must give to the Buyer a reasonable time before Settlement, all information including accurate copies of source documents contemplated by Schedule 1 Part 1 of the PPS Regs sufficient for the Buyer to determine whether the Property Chattels are subject to a security interest to which the PPSA applies.

(b) The Buyer must keep any information and supporting documents provided by the Seller in accordance with clause 2.8(a) secure and confidential (to the extent the information is not publically available) and only use that information to search the PPSR.

(c) If any of the Property Chattels are:

(1) subject to a security interest to which the PPSA applies; and

(2) not property free of the security interest pursuant to Chapter 2 Part 2.5 of the PPSA,

the Seller must:

(3) remove the security interest from the PPSR on or before the Settlement Date; or

(4) provide the Buyer a release of the security interest in a form acceptable to the Buyer (acting reasonably) on or before the Settlement Date; or

(5) otherwise deal with the security interest by written agreement with the Buyer.

3 Settlement

3.1 Preparation of Transfer

The Buyer must arrange for the Transfer to be prepared.

3.2 Delivery to Seller

The Buyer must:

(a) sign the Transfer; and

(b) deliver the Transfer to the Seller or the Seller Representative a reasonable time before the Settlement Date.

3.3 Duty

(a) The Buyer must arrange for:

(1) Duty to be paid on the Contract; and

(2) the Transfer to be Duty Endorsed at Settlement or, if the Duty has been assessed through Revenue Online, a Certificate of Duty to be given at Settlement.

(b) Following the delivery of the Transfer to the Seller or the Seller Representative in accordance with clause 3.2(b), the Seller must within a reasonable time sign the Transfer pending Settlement.

(c) The Buyer must, on request by the Seller in writing, made not later than 20 Business Days after Settlement, provide to the Seller:

(1) an original of the Contract Duty Endorsed; or

(2) a photocopy of the Contract showing an endorsement as specified in subclause (c)(1),

to enable the Seller to arrange for a duplicate of the Contract held by the Seller to be Duty Endorsed.

(d) If the Buyer:

(1) provides to the Seller an original copy of the Contract Duty Endorsed; and

(2) requests the return of the Contract specified in subclause (d)(1),

the Seller must, immediately after a duplicate of the Contract held by the Seller has been Duty Endorsed, return the copy of the Contract to the Buyer.

(e) Subject to subclauses (g) to (i), the Buyer may make a request in writing to the Seller that:

(1) the Seller sign the Transfer; and

(2) the Seller Representative return the Transfer to the Buyer Representative,

without payment by the Buyer of Duty on the Contract, and without the Transfer being Duty Endorsed, to be held by the Buyer Representative solely for:

(3) payment by the Buyer of Duty on the Contract before Settlement, and

(4) the Transfer being Duty Endorsed before and for the purpose of Settlement.

(f) If Duty has been assessed and will be paid through Revenue Online:

(1) the Buyer may make a request in writing to the Seller that the Seller sign the Transfer; and

(2) if that request is made, the Seller must provide a copy of the Transfer signed by the Seller to the Buyer before the Settlement Date.

(g) If the Seller provides the Transfer to the Buyer Representative in accordance with subclause (e) or (f):

(1) the Seller must provide the Transfer signed by the Seller to the Buyer Representative; and

(2) the Buyer is treated as having given unconditional undertakings to the Seller that the Buyer Representative must:

(A) hold the Transfer solely for the purpose of payment of Duty on the Contract, and for the Transfer to be Duty Endorsed for the purposes of Settlement; and

(B) promptly following a direction in writing by the Seller or the Seller Representative, deliver the Transfer to the Seller or the Seller Representative whether or not the Transfer has been Duty Endorsed.

(h) If the Seller or the Seller Representative has provided the Transfer to the Buyer Representative in accordance with subclauses (e) and (g), the provision of the Transfer to the Buyer Representative is without prejudice to any right of the Seller arising from:

(1) any claim the Seller has or may have against the Buyer under clause 4 arising from a delay in Settlement; or

(2) without affecting subclause (h)(1), any default by the Buyer under the Contract.

(i) If the Buyer Representative:

(1) is registered for Revenue Online; and

(2) has elected to have Duty on the Contract assessed and paid through Revenue Online,

then:

(3) the Buyer must advise the Seller or the Seller Representative that the Buyer Representative has elected to have Duty on the Contract assessed and paid through Revenue Online;

(4) the Buyer must, within 5 Business Days after the Transaction Summary is generated, provide a copy of the Transaction Summary to the Seller or the Seller Representative; and

(5) on Settlement the Buyer must provide to the Seller or the Seller Representative a copy of the Certificate of Duty.

3.4 Place for Settlement

(a) If the Contract specifies the time and place for Settlement, Settlement must take place at the time and place specified.

(b) If the Contract does not specify the time for Settlement, the Buyer must specify the time for Settlement which must be during normal business hours on a Business Day.

(c) If the Contract does not specify the place for Settlement, the Buyer must specify the place for Settlement which must be in the Perth CBD.

3.5 Completion of Settlement

Each Party must complete Settlement on :

(a) the date for Settlement specified in the Contract; or

(b) if no date for Settlement is specified in the Contract, the later of:

(1) the Business Day which is 25 Business Days after the Contract Date; and

(2) if the Contract is subject to a condition which, if not satisfied, will result in:

(A) termination of the Contract, or

(B) a Party being entitled to terminate the Contract,

the Business Day which is 15 Business Days after the date on which the last condition is satisfied.

3.6 Balance of purchase price

(a) The Buyer must on Settlement pay:

(1) to the Seller; or

(2) to any other person as the Seller or the Seller Representative has directed in writing not later than 2 Business Days before the Settlement Date,

by 1 or more bank cheques:

(3) the balance of the Purchase Price; and

(4) any other money payable by the Buyer to the Seller at Settlement,

less any deductions allowed under the Contract.

(b) If there is a registered mortgage on the Land, the Seller must pay, or must request the Buyer to pay from the balance of the Purchase Price, the Landgate fee to register a discharge of the mortgage at Settlement.

3.7 Foreign Resident Withholding

(a) This clause 3.7 applies (despite any other provision of the Contract) if:

(1) the market value of the Land is the Threshold Amount or more and the Seller does not provide a Clearance Certificate to the Buyer at least 2 Business Days before Settlement; or

(2) for any other reason the Buyer is obliged to pay a Withholding Amount to the Commissioner.

(b) If this clause 3.7 applies:

(1) the Buyer must deduct the Withholding Amount from the Purchase Price and pay the Withholding Amount to the Commissioner by no later than Settlement; or

(2) if the Buyer provides to the Seller at Settlement:

(A) evidence from the Commissioner or the Australian Taxation Office that the Withholding Amount has been paid to the Commissioner; or

(B) a written undertaking from the Buyer Representative to pay the Withholding Amount to the Commissioner immediately following Settlement; or

(C) any other evidence relating to the payment of the Withholding Amount that is acceptable to the Seller,

the Buyer is not required to pay that part of the Purchase Price to the Seller.

(c) If subclause (b)(2)(B) applies, the Buyer is treated as having given an irrevocable authority and direction to the Buyer Representative to pay the Withholding Amount to the Commissioner immediately following Settlement.

(d) Any Variation Notice not provided to the Buyer at least 2 Business Days before Settlement is to be disregarded for the purposes of determining the Withholding Amount.

3.8 **More than 3 Bank Cheques**

If the Seller requires the Buyer to provide more than 3 Bank Cheques at Settlement, the Seller must pay to the Buyer at Settlement the additional bank fees incurred by the Buyer in order to obtain more than 3 Bank Cheques.

3.9 Settlement Cheque dishonoured

If a cheque provided by the Buyer at Settlement is dishonoured on presentation, the Buyer:

(a) is in default; and

(b) remains liable to pay to the Seller the amount of the cheque, together with interest on that amount at the Prescribed Rate:

(1) from and including the Settlement Date;

(2) to but excluding the date on which the Buyer pays that amount with interest to the Seller.

3.10 Seller obligation on Settlement

(a) The Seller must at Settlement give the Buyer:

(1) subject to clause 3.11, the Duplicate Certificate of Title for the Land;

(2) the Transfer signed by the Seller;

(3) each other document, including:

(A) any transfer executed by a third party;

(B) every application, declaration and other document,

necessary to enable the Buyer to become the registered proprietor of the Land free of any Encumbrance, other than:

(i) an Encumbrance specified in clauses 2.1(a) and 2.1(b); and

(ii) if applicable, an Encumbrance subject to which the Land is transferred in accordance with clause 2;

(4) all other documentation required to be delivered on Settlement including:

(A) any discharge or withdrawal of an Encumbrance which is required to be withdrawn or discharged on Settlement; and

(B) subject to subclause (b), the documentation specified in clause 6.10 and 11.2;

(b) If:

(1) possession of the Property has been given to the Buyer before Settlement; and

(2) the Seller has delivered the documentation specified in clause 6.10 to the Buyer on or after possession and before Settlement,

the Seller has no obligation to deliver the documentation specified in clause 6.10 to the Buyer at Settlement.

(c) If the Seller is required to deliver to the Buyer on Settlement a document as specified in subclause (3)(A), (3)(B) or (4)(B), the Seller must deliver to the Buyer a true copy of that document not later than 3 Business Days before the Settlement Date.

(d) If the Seller is unable to transfer the Land to the Buyer free of Encumbrances, other than an Encumbrance specified in clause 2:

(1) the Seller is treated as being in default; and

(2) subject to clauses 23 and 24, the Buyer is entitled to exercise every right of the Buyer arising from that default.

3.11 No duplicate Certificate of Title

If a Duplicate Certificate of Title for the Land has not issued in accordance with Section 48B(1)(a) of the Transfer of Land Act, the Seller is not obliged to give the Duplicate Certificate of Title for the Land to the Buyer on Settlement under clause 3.10.

3.12 Electronic conveyancing

(a) This clause 3.12 applies if:

(1) Landgate requires that the Contract is completed by an Electronic Settlement;

(2) the Contract specifies that there will be an Electronic Settlement; or

(3) the Parties agree to an Electronic Settlement.

(b) Acceptance of an invitation to a Workspace by a Party is taken to be agreement for the purposes of subclause (a)(3).

(c) If this clause 3.12 applies:

(1) it has priority over any other provision of the Contract to the extent of any inconsistency; and

(2) without limiting subclause (c)(1), any provision of the Contract requiring the physical preparation, signing, delivery or payment of anything that is dealt with digitally or electronically within or using the Workspace is amended accordingly.

(d) Each Party must:

(1) be, or engage a Representative who is, a Subscriber;

(2) ensure that each other person for whom that Party is responsible and who is associated with the transaction is, or engages, a Subscriber;

(3) authorise their Representative to act on their behalf in the manner required by the ECNL; and

(4) conduct the transaction in accordance with the ECNL.

(e) Unless Landgate requires that Settlement must be completed by an Electronic Settlement, and subject to subclause (g), a Party may elect not to proceed with an Electronic Settlement by giving written Notice to the other Party.

(f) If a Withdrawal Notice is given, this clause 3.12 ceases to apply and Settlement is to be effected in accordance with the Contract otherwise than as an Electronic Settlement.

(g) A Withdrawal Notice may not be given later than 5 Business Days before the Settlement Date unless Settlement cannot proceed as an Electronic Settlement. If a Withdrawal Notice is given less than 5 Business Days before the Settlement Date:

(1) the Withdrawal Notice must specify why Settlement cannot proceed as an Electronic Settlement; and

(2) at the written request of either Party, the Settlement Date may be extended to a date being not more than 5 Business Days after the date the Withdrawal Notice is given.

(h) The Buyer or the Buyer Representative must:

(1) create a Workspace as soon as reasonably practicable;

(2) invite the Seller or the Seller Representative and any Financial Institution involved in the transaction to join the Workspace; and

(3) set the time for Settlement on the Settlement Date.

(i) If the Buyer or the Buyer Representative fails to comply with subclause (h) within 10 Business Days before the Settlement Date, the Seller or the Seller Representative may:

(1) create a Workspace;

(2) invite the Buyer or the Buyer Representative and the relevant Financial Institutions to join the Workspace; and

(3) set the time for Settlement on the Settlement Date.

(j) The Parties consent to written communications for the purposes of preparing for and facilitating Electronic Settlement being given and received electronically within the Workspace but not to any Notice being given in that manner.

(k) Settlement occurs when the Workspace records that the exchange of funds or value (if any) between the Financial Institutions in accordance with the instructions of the Parties has occurred and the definition of 'Settlement' in clause 26.1 is amended accordingly.

(l) Each Party must do everything reasonably necessary to:

(1) progress the transaction in the Workspace to Electronic Settlement on the Settlement Date at the time specified in the Workspace; and

(2) assist the other Party to trace and identify the recipient of any mistaken payment made under the Electronic Settlement and to recover the mistaken payment.

(m) If Settlement in accordance with subclause (k) has not occurred by the Closing Time, the Parties must do everything reasonably necessary to effect Settlement:

(1) as an Electronic Settlement; or

(2) at the option of either Party, exercised by giving Notice to the other Party to that effect, otherwise than as an Electronic Settlement,

on the next Business Day and time remains of the essence.

(n) A Party is not in default under the Contract if:

(1) that Party is prevented from complying with an obligation because the other Party or the other Party's Financial Institution has not done something in the Workspace; or

(2) Electronic Settlement fails and does not occur by the Closing Time because a computer system of Landgate, the Office of State Revenue, the ELNO or the Reserve Bank of Australia is inoperative for any reason,

but that Party must comply with that Party's obligations as soon as the event referred to in subclause (n)(1) or (n)(2) ceases to apply.

(o) No Party may exercise any rights under the Contract or at law to terminate the Contract during the time that the Workspace is locked for Electronic Settlement.

(p) Subject to subclause (m), nothing in this clause 3.12 affects the rights of a Party under the Contract if Settlement does not occur on or before the Settlement Date due to the delay or default by the other Party.

(q) Each Party must pay that Party's own fees and charges for using the ELNO for Electronic Settlement.

(r) In this clause 3.12:

(1) **Business Day** means any day except:

(A) a Saturday, Sunday or public holiday in Western Australia; or

(B) a public holiday on the same day in both of Victoria and New South Wales.

(2) **ECNL** means the Electronic Conveyancing National Law as adopted in Western Australia by the *Electronic Conveyancing Act 2014* (WA);

(3) **Electronic Settlement** means Settlement and the lodgment of the documents necessary to record the Buyer as registered proprietor of the Land facilitated by the ELNO;

(4) **ELNO** has the meaning set out in the ECNL;

(5) **Closing Time** means the time the ELNO usually closes for settlement transactions in Western Australia on the Settlement Date;

(6) **Subscriber** means a subscriber under the ECNL;

(7) **Withdrawal Notice** means a Notice given under clause 3.12(e);

(8) **Workspace** means an 'Electronic Workspace' as defined in the participation rules made under the ECNL for the transaction within the ELNO.

4 Delay in Settlement

4.1 Buyer delay

(a) If for any reason not attributable to the Seller, Settlement is not completed within 3 Business Days after the Settlement Date, the Buyer must pay to the Seller at Settlement interest on:

(1) the balance of the Purchase Price; and

(2) any other money payable at Settlement.

(b) The right of the Seller to interest under this clause 4.1 is in addition to the entitlement of the Seller to Rent under clause 6.7.

4.2 Seller delay

If for any reason attributable to the Seller, Settlement is not completed within 3 Business Days after the Settlement Date, the Seller must allow to the Buyer at Settlement, as a deduction from the Purchase Price, compensation equal to interest on:

(a) the balance of the Purchase Price; and

(b) any other money payable at Settlement.

4.3 Interest or compensation

Interest payable under clause 4.1 and compensation allowable under clause 4.2 is to be calculated:

(a) at the Prescribed Rate; and

(b) from and including the Settlement Date to but excluding the date on which Settlement occurs,

and is treated as being in full satisfaction of any claim the Party claiming interest or compensation has against the other Party as a result of the delay in Settlement.

4.4 Seller ready, willing and able

(a) If the Seller is not ready, willing and able to complete Settlement on the Settlement Date, the Seller is not entitled to interest under clause 4.1 until the Seller:

(1) is ready, willing and able to complete Settlement, and

(2) has given Notice of that fact to the Buyer.

(b) If a Notice is given in accordance with subclause (a) within 3 Business Days after the Settlement Date, interest is calculated and payable from and including the Settlement Date to but excluding the date on which Settlement occurs.

(c) If a Notice is given in accordance with subclause (a), later than 3 Business Days after the Settlement Date, interest is calculated and payable from and including the day on which the Notice is given up to but excluding the date on which Settlement occurs.

4.5 Buyer ready, willing and able

(a) If the Buyer is not ready, willing and able to complete Settlement on the Settlement Date, the Buyer is not entitled to compensation under clause 4.2 until the Buyer:

(1) is ready, willing and able to complete Settlement; and

(2) has given Notice of that fact to the Seller.

(b) If a Notice is given in accordance with subclause (a) within 3 Business Days after the Settlement Date, compensation is calculated and payable from and including the Settlement Date to but excluding the date on which Settlement occurs.

(c) If a Notice is given in accordance with subclause (a) later than 3 Business Days after the Settlement Date, compensation is calculated from and including the day on which the Notice is given up to but excluding the date on which Settlement occurs.

4.6 Dispute – interest or compensation

(a) If:

(1) the Interest Party claims that the Interest Default Party is liable to pay interest or compensation under clauses 4.1 to 4.5; and

(2) the Interest Default Party disputes the entitlement of the Interest Party to the interest or compensation,

this clause 4.6 will apply.

(b) Subject to subclause (h), and if the Interest Party requires the Interest Default Party to pay interest or compensation under clauses 4.1 to 4.5 at Settlement, the Interest Party must not later than 2 Business Days before Settlement serve an Interest Notice on the Interest Default Party setting out:

(1) the basis on which the claim for interest or compensation is made; and

(2) the amount claimed, which may include an amount to be calculated on a daily basis.

(c) The Interest Default Party must pay the Interest Amount on Settlement to:

(1) the Representative of the Interest Party, or

(2) if the Interest Party has not appointed a Representative, then to the Representative of the Interest Default Party; or

(3) if subclauses (c)(1) and (c)(2) do not apply, then to the Interest Party,

to be held by the Representative or the Interest Party subject to and for the purposes specified in this clause.

(d) On the day which is 20 Business Days after Settlement, unless:

(1) the dispute has been resolved between the Parties; or

(2) court proceedings are Instituted by a Party to determine the dispute,

the Representative who holds the Interest Amount must pay the Interest Amount to the Interest Party or, if applicable, the Interest Party may retain the Interest Amount.

(e) If:

(1) court proceedings are Instituted by a Party as specified in subclause (d); or

(2) an agreement is reached between the Interest Party and the Interest Default Party with regard to the dispute,

the Representative who holds the Interest Amount or, if applicable, the Interest Party must pay the Interest Amount, as applicable:

(3) as determined in accordance with the court proceedings, or

(4) in accordance with the agreement between the Parties.

(f) If the Interest Default Party disputes the entitlement of the Interest Party to interest or compensation under clauses 4.1 to 4.5:

(1) that dispute does not affect the obligations of the Parties to proceed to Settlement; and

(2) subject to the obligation of the Interest Default Party to pay the Interest Amount on Settlement in accordance with this clause, the Parties must proceed to Settlement.

(g) Each Party authorises a Representative who holds the Interest Amount under this clause to:

(1) pay; and

(2) otherwise deal with,

the Interest Amount as specified in this clause.

(h) This clause 4.6 does not affect the right of the Interest Party after Settlement to claim and, if appropriate, institute proceedings against the Buyer to recover, an amount of interest or compensation as specified in clauses 4.1 to 4.5.

4.7 Restriction on right in case of court proceeding

(a) The right of a Party under this clause 4 to interest or compensation ceases from and including the date on which court proceedings are Instituted by a Party for:

(1) specific performance of the Contract; or

(2) a declaration that the Contract:

(A) has been terminated; or

(B) remains valid and enforceable; or

(3) any other order or declaration to the same or similar effect to an order or declaration as specified in subclause (a)(1) or (a)(2); or

(4) other relief based on the Contract having been terminated.

(b) It is the intention of the Parties that if there is a delay in respect to Settlement, interest or compensation payable under this clause 4 represents the best estimate as to the damages sustained arising from the delay.

(c) If court proceedings are Instituted by a Party in accordance with subclause (a), nothing in the Contract:

(1) restricts, limits or prejudices the entitlement of a Party to claim interest under an Act or by way of damages or compensation, or

(2) limits or otherwise affects the discretion of the court.

4.8 Right not affected

The rights of a Party under this clause 4 do not affect the rights of a Party under clause 24.

5 Inspection

5.1 Right to inspect

(a) Subject to clause 5.2 and subclause (b):

(1) the Buyer is entitled to inspect the Property to check that the Seller has complied with the Seller's obligations under the Contract; and

(2) the Seller must grant access to the Property to enable the Buyer to inspect the Property for that purpose,

on 1 occasion within 5 Business Days before the Possession Date.

(b) If following an inspection under subclause (a) the Buyer identifies items that require rectification by the Seller under the Contract, the Buyer may give Notice of those items to the Seller following which:

(1) the Buyer is entitled to inspect the Property to check that the Seller has rectified those items; and

(2) the Seller must grant access to the Property to enable the Buyer to inspect the Property for that purpose,

on 1 further occasion before the Possession Date.

(c) The Buyer may be accompanied by 2 persons on an inspection.

(d) if the Buyer is a corporation, the reference in this clause 5.1 and in clause 5.2 to the Buyer means a reference to a director, secretary or officer of the corporation or any other person nominated by the corporation.

5.2 Time for inspection

(a) Subject to subclause (b), if the Buyer wishes to inspect the Property as specified in clause 5.1, the Buyer and the Seller must endeavour to agree the date and time for the inspection.

(b) If the Buyer and the Seller do not reach agreement by 5 Business Days before the Settlement Date, the Buyer may by not less than 1 Business Day's Notice to the Seller or the Seller Agent specify the date and time for the inspection.

(c) The inspection must be:

(1) on a Business Day; and

(2) at a time between 9.00am and 4.00pm.

(d) Where the Buyer serves Notice under subclause (b) which complies with subclause (c), the Seller must permit the Buyer to inspect the Property at the time and on the date specified in that Notice.

(e) This clause 5.2 applies in respect of each inspection to which the Buyer is entitled under clause 5.1.

6 Possession and Rent

6.1 Entitlement to possession

(a) Subject to clauses 6.2 and 6.3, the Buyer is entitled to possession of the Property on the earlier of:

(1) the date for possession (if any) specified in the Contract; and

(2) Settlement.

(b) Subject to clause 6.3, and without affecting the rights of the Buyer on possession, if the Property is not sold subject to a Lease:

(1) the Buyer is entitled to vacant possession of the Property; and

(2) the Seller must remove from the Property before the Possession Date, all vehicles, rubbish and chattels, other than the Property Chattels.

6.2 Early possession

If the Buyer is given possession of the Property before Settlement:

(a) for a period of less than one month, then clauses 14.6 to 14.9 apply until Settlement; or

(b) for a period of one month or longer, then:

(1) clauses 14.6 to 14.9 apply until Settlement subject to the Residential Tenancies Act; and

(2) the Parties must comply with the Residential Tenancies Act.

6.3 **Principal residence – limited occupation right**

(a) If immediately before Settlement, the Seller occupies the Property as the Seller's principal place of residence, the Seller may, subject to clause 6.4, remain in occupation of the Property until 12 noon on the day immediately following Settlement.

(b) If subclause (a) applies and the Seller remains in occupation of the Property in accordance with subclause (a):

(1) the Seller must entirely vacate the Property by 12 noon on the day immediately following Settlement; and

(2) the Buyer is entitled to possession, and the Seller must give to the Buyer possession, of the Property at 12 noon on the day immediately following Settlement.

6.4 Damage to Property

If clause 6.3 applies:

(a) the Seller is responsible to the Buyer for damage caused to the Property between:

(1) Settlement; and

(2) possession of the Property being given to the Buyer under clause 6.3, and

(b) if damage is caused to the Property between Settlement and possession, the Seller must pay to the Buyer the cost of repairing the damage immediately on request by the Buyer.

6.5 Keys and security devices

(a) Subject to subclauses (b) to (d), the Seller must deliver the Access Device to the Buyer on the Possession Date.

(b) If clause 6.3 applies, the Seller must, at the time of giving possession of the Property to the Buyer, deliver to the Buyer the Access Device.

(c) If agreed by the Buyer, the Access Device may be delivered to, and be held by, the Seller Agent for delivery to the Buyer following Settlement.

(d) If subclause (c) applies, the Seller:

(1) must deliver the Access Device to the Seller Agent at a time sufficient to enable the Seller Agent to comply with subclause (c); and

(2) is treated as having authorised and directed the Seller Agent to deliver the Access Device to the Buyer in accordance with subclause (c).

6.6 Lease Provisions apply

Clauses 6.7 to 6.10 inclusive apply if the Contract provides that the Property is sold subject to the Lease.

6.7 Rent

(a) The Seller is entitled to all Rent up to and including the Possession Date.

(b) The Buyer is entitled to all Rent from and including the day after the Possession Date.

6.8 Rent paid before Settlement

(a) The Seller must pay to the Buyer at Settlement any Rent:

(1) to which the Buyer is entitled under clause 6.7; and

(2) which was paid to the Seller before the Possession Date.

(b) The Seller is not obliged to pay to the Buyer on Settlement any Rent which was payable by a Tenant under a Lease but is unpaid on the Possession Date.

6.9 Rent received after Settlement

If after Settlement either Party is paid Rent to which the other Party is entitled, the Party receiving the money must pay the money to the Party entitled to it as soon as reasonably possible.

6.10 General provisions where property leased

If the Property is on the Possession Date subject to a Lease:

(a) the Seller must deliver to the Buyer on the Possession Date:

(1) if the Lease is in writing, an original or true copy of the Lease showing signing by the Parties; and

(2) if the Lease is liable to be assessed for Duty, the original or a true copy of the Lease delivered by the Seller to the Buyer under subclause (a)(1), showing that the Lease has been Duty Endorsed; and

(3) if the Lease is an oral lease or tenancy agreement, a written memorandum setting out all relevant details applicable to the Lease which are applicable on the Possession Date; and

(4) a statement which shows:

(A) the Rent payable for the Rent Period during which the Possession Date occurs; and

(B) the amount paid by the Tenant before the Possession Date in respect to the Rent Period specified in subclause (a)(4)(A); and

(5) any Property Condition Report that has been prepared in respect to the premises the subject of the Lease; and

(6) if the Tenant has provided a Tenant Bond under the Lease, the Tenant Bond and any interest which has accrued on the Tenant Bond:

(A) by payment of a Bank Cheque in favour of the Buyer for the amount of the Tenant Bond; or

(B) by the provision of documentation which will effect the transfer of or the Seller's rights in respect to the Tenant Bond to the Buyer; and

(7) a Notice signed by the Seller or the Seller Representative, addressed to each Tenant, in a form reasonably determined by the Seller:

(A) in which the Seller notifies the Tenant of the sale of the Property to the Buyer; and

(B) which directs the Tenant to pay all Rent as from the Possession Date to the Buyer or as otherwise directed by the Buyer in writing.

(b) Subject to clause 6.9, if, on the Possession Date, Rent was due to the Seller and has not been paid by the Tenant:

(1) the Buyer assigns to the Seller the unpaid Rent;

(2) the Buyer must immediately on request by the Seller sign:

(A) a deed of assignment of that unpaid Rent in favour of the Seller; and

(B) a notice to the Tenant of the assignment,

which deed and notice of assignment must be prepared by the Seller at the expense of the Seller; and

(3) the Seller may institute proceedings against the Tenant for the unpaid Rent.

(c) If a person has

(1) guaranteed the obligations of the Tenant under the Lease; and

(2) executed the Lease as a guarantor,

the Seller is, unless the guarantee specifies otherwise, treated as having assigned to the Buyer the benefit of that guarantee.

(d) If a person has:

(1) guaranteed the obligations of the Tenant under the Lease; and

(2) executed a guarantee document which is not included in the Lease,

the Seller must deliver that guarantee document to the Buyer at the time specified in subclause (a) and, unless the guarantee document otherwise specifies, the Seller is treated as having assigned the benefit of the guarantee to the Buyer.

(e) If subclause (d) applies and the guarantee document is liable to be assessed for Duty, the original or a true copy of the guarantee document delivered by the Seller to the Buyer under subclause (d) must show that the guarantee document has been Duty Endorsed.

(f) If a guarantee as incorporated in a Lease or guarantee document provides that the guarantee is not capable of assignment, except with the approval of the guarantor, the Seller must on request by the Buyer cooperate with the Buyer in requesting the guarantor to grant approval for the assignment of the guarantee to the Buyer.

(g) Any fee payable to a guarantor in relation to an assignment referred to in subclause (f) must be paid by the Buyer.

7 Outgoing

7.1 Seller and Buyer obligation

Subject to this clause 7:

(a) the Seller must pay each Outgoing payable up to and including the Possession Date; and

(b) the Buyer must pay each Outgoing payable from and including the day after the Possession Date.

7.2 Apportionment

Subject to this clause 7 an Outgoing must be apportioned under clause 7.1 and any amount payable by one Party to the other must be paid:

(a) at Settlement; or

(b) if the Contract is a Terms Contract, on the Possession Date; or

(c) at a later time agreed by the Parties in writing.

7.3 Buyer not liable for Land Tax

The Buyer is not liable to pay any amount on account of Land Tax if the Property is at the Possession Date a residence which is capable of being used as a residence and for no other purpose.

7.4 Settlement Date 30 June

(a) If:

(1) the Settlement Date is before or on 30 June; and

(2) Settlement does not occur before 5 pm on 30 June for a reason attributable to the Buyer,

the Buyer must pay to the Seller any Land Tax assessed in respect to the Land as at midnight on 30 June calculated as if the Land is the only land owned by the Seller.

(b) If:

(1) the Settlement Date is before or on 30 June;

(2) a separate Certificate of Title for the Land has been issued before 1 June;

(3) the Seller has given a Notice to the Buyer not later than 15 Business Days before the Settlement Date, that:

(A) the Seller is the registered proprietor of land other than the Land; and

(B) the Land and that other land are liable to Land Tax; and

(4) Settlement does not occur before 5.00pm on 30 June for a reason attributable to the Buyer,

the Buyer must pay to the Seller at Settlement the Land Tax assessed in respect to the Land for the Financial Year which commences on 1 July following the date specified in subclause (b)(1).

(c) Subject to subclause (d):

(1) the Notice as specified in subclause (b)(3) may, subject to the Contract Date being before 1 June, be incorporated in the Contract; and

(2) if the Notice is incorporated in the Contract in accordance with subclause (c)(1), that Notice is treated as having been given in accordance with subclause (b)(3).

(d) Subclause (c) does not apply unless before 1 June:

(1) a separate Certificate of Title for the Land has issued; and

(2) the Buyer has been given Notice by the Seller of the issue of that separate Certificate of Title for the Land.

7.5 Land Tax - Subdivided Land

(a) If on the Possession Date:

(1) the Property is not a residence as described in clause 7.3; and

(2) the Land is the subject of a subdivision after the commencement of the Financial Year in which the Possession Date occurs,

Land Tax will be apportioned as specified in subclause (b).

(b) If subclause (a) applies, Land Tax is apportioned and payable as an Outgoing in accordance with clauses 7.1 and 7.2 on the basis that the Land Tax payable in respect to the Land is:

(1) the same proportion as the area of the Land bears to the total area of the Subdivision Land; and

(2) the Subdivision Land is the only land owned by the Seller.

7.6 Land Tax general

(a) If clause 7.3 applies, the Seller must pay all Land Tax assessed in respect to the Property.

(b) Except as provided in clause 7.3, and subject to clauses 7.4 and 7.5, Land Tax must be apportioned:

(1) as an Outgoing and paid as provided in clauses 7.1 and 7.2; and

(2) otherwise on the basis that the Land is the only land owned by the Seller.

7.7 Future Rate Outgoing

(a) If at Settlement the Land will be subject to a Future Rate Outgoing:

(1) the Seller must procure the Seller Representative to, not later than 3 Business Days before the Settlement Date, provide a written undertaking to the Buyer Representative that at Settlement, the Seller Representative will:

(A) hold in trust an amount, which must be specified in that undertaking, sufficient to pay the proportion of the Future Rate Outgoing which is payable by the Seller; and

(B) immediately after the assessment of the Future Rate Outgoing, pay the Seller's proportion of the Future Rate Outgoing to the relevant Authority; and

(2) the Buyer must procure the Buyer Representative to, not later than 3 Business Days before the Settlement Date, provide a written undertaking to the Seller Representative that at Settlement, the Buyer Representative will:

(A) hold in trust an amount specified by the Buyer Representative in that undertaking, which is sufficient to pay the proportion of the Future Rate Assessment payable by the Buyer; and

(B) immediately after the assessment of the Future Rate Outgoing, pay the Buyer's proportion of the Future Rate Outgoing to the relevant Authority.

(b) If there is a dispute as to the amount to be held by the Seller Representative and the Buyer Representative in accordance with subclause (a), that dispute must be determined by the Seller Agent.

(c) If there is no Seller Agent, the amount to be held by the Seller Representative and the Buyer Representative must be determined by a Real Estate Agent appointed by the Buyer.

(d) If the dispute is determined by the Seller Agent or a Real Estate Agent:

(1) the Seller Agent or the Real Estate Agent must act as an expert and not as an arbitrator;

(2) the determination of the Seller Agent or the Real Estate Agent is final and binding on the Seller and the Buyer; and

(3) if any cost is payable to the Seller Agent or a Real Estate Agent for determining a dispute, as specified in subclause (b) and (c), that cost must be paid by the Buyer and the Seller in equal shares.

(e) If subclause (a)(1) applies, the Seller is treated as having given to the Seller Representative an irrevocable authority and direction to hold and apply the relevant money in the manner specified in subclause (a)(1).

(f) If subclause (a)(2) applies, the Buyer is treated as having given to the Buyer Representative an irrevocable authority and direction to hold and apply the relevant money in the manner specified in subclause (a)(2).

8 Risk

8.1 Passing of risk

Despite any rule of law or equity to the contrary, risk relating to the Property passes from the Seller to the Buyer at the time when the:

(a) Purchase Price is paid in full, or

(b) Settlement occurs; or

(c) Buyer is given possession of the Property,

whichever first occurs.

8.2 Damage or destruction

(a) If the Property includes a building or other improvement which is:

(1) destroyed; or

(2) partially damaged,

before Settlement, subclause (b) applies.

(b) If:

(1) the building is a residence and is made substantially uninhabitable; or

(2) in any other case, a building or other improvement is made substantially unusable for the current use as at the Contract Date,

clauses 8.3 to 8.7 apply.

8.3 Notice of damage or destruction

The Seller must, immediately following the damage or destruction referred to in clause 8.2, give Notice to the Buyer specifying:

(a) full particulars of the damage or destruction;

(b) that the Buyer may, within 15 Business Days of service of the Notice, terminate the Contract; and

(c) that it is desirable for the Buyer to obtain legal advice following service of the Notice.

8.4 Right of Buyer to terminate

The Buyer may, within 15 Business Days of the service of Notice under clause 8.3, give Notice to the Seller that the Buyer has elected to terminate the Contract.

8.5 Right of Seller to terminate

If:

(a) clause 8.2 applies;

(b) the Seller has insured the building or improvement specified in clause 8.2 against damage or destruction;

(c) the Seller within 5 Business Days after the damage or destruction specified in clause 8.2, notifies the insurer of a claim for the loss arising from the damage or destruction;

(d) the Seller in notifying the claim in accordance with subclause (c), makes a request to the insurer that the insurer make a cash payment to the Seller in respect to the loss; and

(e) the insurer has not within 10 Business Days after notification or the lodgment of the claim by the Seller, whichever is the later, agreed in writing to provide a cash payment to the Seller to compensate the Seller for the loss,

the Seller may within 15 Business Days of the service of the Notice in accordance with clause 8.3, by Notice to the Buyer or the Buyer Representative, terminate the Contract.

8.6 Termination

If:

(a) the Buyer gives a Notice to the Seller in accordance with clause 8.4; or

(b) the Seller gives a Notice to the Buyer in accordance with clause 8.5,

then

(c) subject to subclauses (d) to (g), the Contract is terminated as from and including the date of service of that Notice;

(d) the Deposit, and any other money paid by the Buyer under the Contract, must be promptly repaid to the Buyer;

(e) if the Deposit has been invested by the Deposit Holder in accordance with clause 1.9, the Buyer is entitled to the interest on the Deposit;

(f) if any other money has been paid to the Deposit Holder by the Buyer, and invested by the Deposit Holder with a Deposit Financial Institution, the Buyer is entitled to the interest on that other money; and

(g) subject to subclauses (d) to (f), no Party has any claim or right of action against the other arising from the termination, except in respect to any matter which arose before the termination.

8.7 Right of Buyer to proceed

If the Buyer, within 15 Business Days of the service of Notice under clause 8.3:

(a) gives Notice to the Seller that the Buyer intends to proceed with the Contract; or

(b) does not give a Notice under subclause (a) or clause 8.4,

the Contract will, unless the Seller has given a Notice to the Buyer in accordance with clause 8.5, remain valid and enforceable, but clause 8.8 and 8.9 apply.

8.8 Reduction of Purchase Price

If clause 8.7 applies:

(a) the Purchase Price is reduced by the amount of the reduction in value of the Property following the damage or destruction;

(b) the amount of the reduction of the Purchase Price is, subject to this clause 8.8, the amount which is agreed in writing between the Seller and the Buyer within 30 Business Days of the date of service of the Notice under clause 8.3;

(c) if the reduction of the Purchase Price is not agreed in writing between the Seller and the Buyer, the amount of the reduction of the Purchase Price must, subject to subclause (d), be determined by arbitration in accordance with clause 25.1; and

(d) even if:

(1) the period specified in subclause (b) has expired; and

(2) arbitration proceedings have commenced under subclause (c),

the Buyer and the Seller may at any time agree in writing the amount of the reduction of the Purchase Price.

8.9 Variation of Settlement Date

If the Contract proceeds in accordance with clause 8.7 the Settlement Date is the date which is 10 Business Days after the amount of the reduction of the Purchase Price has been:

(a) agreed between the Buyer and the Seller; or

(b) determined by arbitration.

9 Seller Representation and Warranty

9.1 As at Contract Date and Possession Date

Except to the extent disclosed in writing by the Seller to the Buyer before the Contract Date, or as otherwise specified in the Contract, the Seller represents and warrants to the Buyer on the Contract Date (and is taken to repeat those representations and warranties at the Possession Date) that:

(a) the Seller does not know of:

(1) any demand, order, requisition or requirement relating to the Property which:

(A) has been made by an Authority and remains current; or

(B) which an Authority proposes to make;

(2) any proposal by an Authority:

(A) for the realignment, widening or alteration of the level of any road adjoining the Land; and

(B) which would be likely to materially affect the Land or the use of it;

(3) any obligation to pay money to an Authority in respect of:

(A) work performed or to be performed, or

(B) expenses incurred or to be incurred, by an Authority in relation to the Land,

(4) except in relation to a Strata Lot, any sewer, drain, pipe, cable or other installation passing through the Land to provide services to other land;

(5) any obligation to:

(A) construct or repair; or

(B) contribute towards the cost of construction or repair of,

a dividing fence between the Land and any adjoining land whether arising under the *Dividing Fences Act 1961* or otherwise; or

(6) any encroachment on the Land by a building or other structure on adjoining land;

(b) no building or other structure on the Land encroaches on adjoining land;

(c) as far as the Seller is aware, each dividing fence and wall is on the boundary of the Land;

(d) the Seller:

(1) has good title to the Property Chattels; and

(2) is, or will be the sole owner of the Property Chattels;

(e) except as otherwise specified in the Contract, the Property Chattels will be free of any Encumbrance;

(f) subject to clause 6.1(b), the Property will be in the same state and condition it was in immediately before the Contract Date; and

(g) as far as the Seller is aware:

(1) no person has any right arising from adverse possession;

(2) no public right of way or easement has been acquired by enjoyment or use; and

(3) no mining lease or licence has been issued under any Act, in respect to the Land.

9.2 Contract Date

Except as otherwise disclosed in writing by the Seller to the Buyer before the Contract Date, the Seller represents and warrants to the Buyer on the Contract Date that:

(a) the Seller:

(1) has not received a notice of resumption of; and

(2) does not know of any intention to resume, the Land by an Authority; and

(b) the use of the Property is lawful.

9.3 Breach or non-satisfaction of warranty

(a) If the Seller is in breach of a warranty in clause 9.1, 9.2 or 10.2, unless the Parties otherwise agree, the Buyer has no right to terminate the Contract or defer or delay Settlement or withhold any part of the Purchase Price, unless the breach unreasonably affects the proposed use of the Property by the Buyer or materially affects the value of the Property.

(b) Subclause (a) does not limit any rights of a Party arising at law, including any rights referred to in clause 10.3(b).

10 Strata title

10.1 When this clause applies

This clause 10 applies if the Land is a Strata Lot.

10.2 Representation and Warranty

Except to the extent disclosed in writing by the Seller to the Buyer before the Contract Date, or as otherwise specified in the Contract, the Seller represents and warrants to the Buyer on the Contract Date (and is taken to repeat those representations and warranties at the Possession Date) that:

(a) the Seller has paid:

(1) each Strata Contribution levied by the Strata Company in respect of the Strata Lot except for any Strata Contribution which is to be apportioned under clause 7.2 or 10.6;

(2) all other money due to the Strata Company in consideration of any right or privilege granted by the Strata Company in respect of the Strata Lot;

(3) all money due to the Strata Company for:

(A) work carried out by the Strata Company in relation to the Strata Lot; or

(B) the provision by the Strata Company of an amenity or service to the Strata Lot or to the proprietor or occupier of the Strata Lot;

(4) any other money due by the Seller to the Strata Company; and

(5) all interest due to the Strata Company on the money specified in subclauses (a)(1), (a)(2), (a)(3) and (a)(4);

(b) no administrator of the Strata Company has been appointed;

(c) except for anything:

(1) apparent on an inspection of the Strata Lot and the parcel of which it forms part; or

(2) registered or recorded on the Strata Plan, or

(3) specified in the Strata Company by-laws,

the Seller does not know of anything which will materially affect the Buyer's use or enjoyment of the Strata Lot or of the common property comprised in the Strata Scheme;

(d) the Seller does not know of any proposal or application to terminate the Strata Scheme;

(e) the Seller does not know of any current, proposed or pending proceeding or application in relation to the:
(1) Strata Scheme,
(2) Strata Company; or
(3) Strata Lot,
in a court or tribunal;

(f) the Seller does not know of any judgment or order of the State Administrative Tribunal, a court, or the Strata Title Referee in respect to the:
(1) Strata Company;
(2) Strata Scheme; or
(3) Strata Lot,
which has not been satisfied or complied with;

(g) other than changes recorded on the Strata Plan, no change to the Strata Company by-laws has been:
(1) voted on by the Strata Company; or
(2) ordered by a court or tribunal;

(h) no money is owing to the Strata Company for work carried out by the Strata Company in relation to the Strata Lot;

(i) the Seller does not know of any change which:
(1) has been made; or
(2) is proposed,
to the by-laws of the Strata Company other than changes recorded on the Strata Plan;

(j) the Seller does not know of any action taken or any proposal to :
(1) vary the schedule of unit entitlement recorded on the Strata Plan;
(2) grant, vary or surrender any easement or restrictive covenant affecting the Strata Lot or any other part of the parcel;
(3) transfer, lease, licence or resume any part of the Strata Lot or the common property;
(4) take a lease of land outside the parcel;
(5) obtain, vary or surrender a lease of land outside the parcel; or
(6) obtain an expenditure approval under section 47(3) of the Strata Titles Act;

(k) the Seller does not know of any proposal by the Strata Company to pass any resolution which will:
(1) adversely affect the use and enjoyment by the Buyer of the Strata Lot or of the common property; or
(2) increase any Outgoing in respect to the Strata Lot;

(l) the information disclosed in the Strata Regulations Form 28 provided to the Buyer by or on behalf of the Seller is correct; and

(m) the Seller does not know of any fact or circumstance which may result in:
(1) proceedings in the State Administrative Tribunal; or
(2) proceedings before a court,
being instituted against the registered proprietor of the Strata Lot in respect to any matter relating to:
(3) the common property;
(4) the Strata Lot; or
(5) any action or liability arising under, or referred to in, section 33 of the Strata Titles Act.

10.3 Indemnity by Seller and right of Buyer

(a) Except for a matter in respect to which the Buyer has agreed in writing to be bound, the Seller indemnifies and agrees to indemnify the Buyer against any Loss the Buyer may suffer or incur as a result of a breach by the Seller of a representation or warranty in clause 10.2:
(1) as the registered proprietor of the Strata Lot; and
(2) which arises from a fact or circumstance which occurs before the Possession Date.

(b) The right of the Buyer to terminate the Contract under Part V of the Strata Titles Act:
(1) does not affect; and
(2) is in addition to,
every other right of the Buyer arising from the default of the Seller under the Contract.

10.4 Voting

On and from the Contract Date until the Buyer becomes registered as the proprietor of the Strata Lot:

(a) the Seller must:
(1) immediately notify the Buyer if the Seller becomes aware of any proposal for members of the Strata Company to vote on a resolution in respect to the Strata Company; and
(2) provide a copy of the proposed resolution to the Buyer;

(b) the Seller must, if required by the Buyer by Notice, vote in the manner directed by the Buyer in respect to any resolution proposed to be passed by the members of the Strata Company;

(c) if a section 47(3) Strata Notice is given to each proprietor in the Strata Scheme:
(1) the Seller must immediately give Notice to the Buyer of:
(A) the Section 47(3) Strata Notice;
(B) the date of service of the Section 47(3) Strata Notice; and attach to the Notice from the Seller a copy of the Section 47(3) Strata Notice;
(2) the Buyer may, following the service of the Notice under subclause (c)(1), serve a Notice on the Seller directing the Seller to notify the council of the Strata Company that the Seller objects to the expenditure specified in the Section 47(3) Strata Notice; and
(3) if the Buyer gives a Notice to the Seller in accordance with subclause (c)(2), the Seller must immediately notify the council of the Strata Company that the Seller objects to the expenditure specified in the Section 47(3) Strata Notice;

(d) the Seller must not, and must ensure that any mortgagee of the Strata Lot does not, without the prior approval in writing of the Buyer:
(1) propose; or
(2) vote in favour of,
any resolution of the Strata Company; and

(e) the Seller must ensure that any mortgagee of the Strata Lot does not, without the prior approval in writing of the Buyer, vote in favour of any proposed expenditure referred to in a Section 47(3) Strata Notice.

10.5 Strata company application

(a) Subject to subclause (b), the Seller authorises the Buyer and the Representative of the Buyer to make application to the Strata Company in respect to the:
(1) information;
(2) documents to be inspected; and
(3) certificates,
specified in Section 43 of the Strata Titles Act.

(b) Subject to the Strata Company requiring payment, the Buyer must pay to the Strata Company the fee prescribed by the Strata Regulations in connection with any application made in accordance with subclause (a).

10.6 Apportionment of Strata Special Contribution

(a) This clause 10.6 applies if, on or before the Settlement Date, the Strata Company has levied a Strata Special Contribution in respect to the Strata Lot.

(b) If an instalment of a Strata Special Contribution is payable in a Financial Year before the Financial Year in which the Settlement Date occurs, the Seller must pay that instalment.

(c) If:
(1) the whole of the Strata Special Contribution; or
(2) an instalment of the Strata Special Contribution, is payable in the Financial Year in which the Settlement Date occurs,
the whole of the Strata Special Contribution or that instalment of the Strata Special Contribution will be apportioned between the Seller and the Buyer as if the Strata Special Contribution is an Outgoing for the purposes of clauses 7.1 and 7.2.

(d) if any instalment of the Strata Special Contribution is payable in a Financial Year after the Financial Year in which the Settlement Date occurs, the Buyer must pay that instalment; and

(e) if after the Settlement Date and in a Financial Year in which the Settlement Date occurs, a Strata Special Contribution is levied:
(1) there will be no adjustment of that Strata Special Contribution; and
(2) the Buyer must pay the Special Strata Contribution applicable to the Strata Lot.

10.7 Property included

(a) The Property includes:
(1) the share of the Seller in the common property comprised in the Strata Plan; and
(2) the benefit of any lease, licence, right or special privilege in respect to the common property and which is granted to the proprietor of the Strata Lot and which attaches to the Strata Lot.

(b) The Property is sold subject to every lease, licence, right or special privilege granted to a third party in respect of the common property.

10.8 Interests notified

Without affecting any other provision of this clause 10, the Seller sells the Land subject to the interests registered and notifications recorded on the Strata Plan on the Contract Date.

11 Electricity/Underground Power

11.1 Land not connected to electricity supply

If before the Contract Date the Land has not been connected to the electricity supply the Buyer is responsible at the Buyer's expense for the connection of the Land to the electricity supply.

11.2 Electricity Scheme Agreement

(a) This clause 11.2 applies if, on the Contract Date:
  (1) the Property has been connected to the electricity supply under the Electricity Extension Scheme; and
  (2) the Seller is a party to the Electricity Scheme Agreement in relation to the Property.

(b) The Seller must, a reasonable time before the Settlement Date, arrange for Western Power to prepare and deliver to the Buyer the standard form Western Power documentation under which:
  (1) the Seller is released from obligation under the Electricity Scheme Agreement; and
  (2) the Buyer becomes liable for all obligations under the Electricity Scheme Agreement.

(c) The documentation specified in subclause (b) must be executed as appropriate by the Seller and the Buyer not later than 3 Business Days before the Settlement Date.

(d) The Seller must, before Settlement, pay to Western Power each:
  (1) capital contribution; and
  (2) electricity supply and other charge,
  payable to Western Power under the Electricity Scheme Agreement up to the Settlement Date and provide evidence to the Buyer at Settlement of compliance with this subclause (d).

(e) The Seller, if entitled to a refund of part or all of the capital contributions paid under the Electricity Scheme Agreement waives absolutely all right to receive a refund of any capital contribution which may become payable by Western Power in the future.

(f) If there is any refund of any capital contribution paid to Western Power under the Electricity Scheme Agreement that refund of capital contribution belongs absolutely to the Buyer.

(g) The Seller must deliver the documentation specified in subclauses (b) and (c) to the Buyer on Settlement.

(h) Immediately following Settlement the Buyer must lodge the documentation specified in subclauses (b) and (c) with Western Power.

11.3 Cost of Electricity Scheme Agreement documentation

The Seller must pay all legal and other costs incurred in preparing the documentation specified in clause 11.2.

11.4 Underground power

If before the Contract Date an Authority has determined that underground power will be installed or, underground power has been installed:

(a) in the area within which the Land is situated; and

(b) the Land is required to be, or has been connected to the underground power supply,

clauses 11.5 and 11.6 apply.

11.5 Underground power rate payable by Buyer

If:

(a) clause 11.4 applies; and

(b) the Authority has not before the Contract Date prescribed:
  (1) an Underground Power Rate; and
  (2) the manner in which the Underground Power Rate must be paid, the Buyer must pay the Underground Power Rate.

11.6 Underground power rate payable by Seller

If:

(a) clause 11.4 applies; and

(b) the Authority has before the Contract Date prescribed
  (1) an Underground Power Rate; and
  (2) the manner of payment of the Underground Power Rate,
  the Seller must:
  (3) before Settlement pay the Underground Power Rate to the Authority and provide proof of payment before or at Settlement; or
  (4) on Settlement:
    (A) pay the Underground Power Rate to the Buyer on the basis that the Buyer must pay the Underground Power Rate to the Authority; or
    (B) secure payment of the Underground Power Rate in a manner acceptable to the Buyer.

12 Sewer/Septic Tank

12.1 Property connected

(a) If on the Contract Date:
  (1) the Land is connected to a Water Corporation sewer; but
  (2) any amount remains unpaid or becomes payable after Settlement for that connection (whether under a Water Corporation loan agreement or otherwise),
  the Seller must pay that amount:
  (3) to the Water Corporation before Settlement and provide evidence of payment to the Buyer at Settlement; or
  (4) to the Buyer at Settlement.

(b) If the amount as specified in subclause (a) is paid to the Buyer at Settlement, the Buyer must pay that amount to the Water Corporation immediately following Settlement.

(c) If the amount as specified in subclause (a) is paid to the Buyer Representative at Settlement:
  (1) the Buyer Representative must pay that amount to the Water Corporation immediately following Settlement; and
  (2) the Buyer irrevocably authorises and directs the Buyer Representative to pay the relevant amount to the Water Corporation in accordance with subclause (c)(1).

12.2 Land not connected

If on the Contract Date:

(a) the Land is not connected to a Water Corporation sewer; and

(b) whether or not the Water Corporation has issued a notice requiring the Land to be connected to a Water Corporation sewer,

the Buyer is solely responsible for the connection of the Land to a Water Corporation sewer.

12.3 Decommissioning of Septic Tank

If on the Contract Date:

(a) there is a septic tank on the Land; and

(b) the septic tank has not been decommissioned,

the Buyer is solely responsible for decommissioning the septic tank.

13 Subdivision

13.1 When this clause applies

(a) Subject to subclause (b), this clause 13 applies only if the Land is not a Lot on the Contract Date.

(b) If the Land is a Proposed Strata Lot only clauses 13.6, 13.7, 13.8 and 13.10 apply unless the Contract is also a Future Lot Contract, in which case clause 13.9 also applies.

13.2 Contract conditional

(a) The Contract is conditional on:
  (1) an application for the subdivision of the Subdivision Lot from the Original Land being lodged with the Planning Commission within 3 months after the Contract Date; and
  (2) the Planning Commission granting approval for the subdivision of the Subdivision Lot from the Original Land within 6 months after the Contract Date, or any longer period as specified in:
    (A) the Contract;
    (B) a subsequent agreement in writing between the Parties.

(b) Subject to clause 13.5, if the Planning Commission grants approval for subdivision subject to a condition, the Planning Commission will be treated as having granted approval for subdivision for the purposes of subclause (a)(2).

(c) If a condition specified in subclause (a) is not satisfied, the Contract terminates:
  (1) at midnight on the date when the relevant period in subclause (a) expires; and
  (2) without the requirement for either Party to give to the other a Notice of Termination.

13.3 Further condition for subdivision

(a) The Contract is also conditional on:
  (1) the Planning Commission endorsing approval on a Subdivision Plan within 12 months after approval for subdivision by the Planning Commission; and
  (2) the Subdivision Plan being In Order for Dealing within 3 months after the date of endorsement of approval by the Planning Commission in accordance with subclause (a)(1).

(b) Each period specified in subclause (a) is, if applicable, extended as specified in:
  (1) the Contract; or
  (2) a subsequent agreement in writing between the Parties.

(c) If the conditions specified in subclause (a) are not satisfied:
  (1) either Party may at any time prior to the relevant condition being satisfied, elect by Notice to the other Party to terminate the Contract; and
  (2) if Notice terminating the Contract has been given under subclause (c)(1), the Contract terminates on the date of service of the Notice.

13.4 Application and Subdivision Plan

(a) The Seller must, if the Seller has not already done so, lodge an application with the Planning Commission for the subdivision of the Subdivision Lot from the Original Land, within 15 Business Days after the Contract Date.

(b) Following the lodgment of the application in accordance with subclause (a), the Seller must use reasonable endeavours to:
  (1) obtain the approval of the Planning Commission to the subdivision of the Subdivision Lot from the Original Land; and

(2) subject to the approval of the Planning Commission to the subdivision, arrange for preparation of a Subdivision Plan including the Subdivision Lot, and for the Subdivision Plan to be:
(A) lodged at Landgate; and
(B) endorsed as In Order for Dealing, as soon as practicable.

(c) Following the determination of the application for subdivision by the Planning Commission, the Seller must, within 10 Business Days after:
(1) the approval of the Planning Commission for subdivision; or
(2) the refusal of the Planning Commission to grant approval for subdivision,
give Notice to the Buyer of the determination of the Planning Commission and provide a copy of the determination of the Planning Commission to the Buyer.

(d) The Seller must also on request by the Buyer:
(1) advise the Buyer of progress relating to the application to the Planning Commission for subdivision; and
(2) provide to the Buyer a copy of the determination of the Planning Commission in respect to an application for subdivision unless the Seller has already done so.

13.5 Unacceptable condition or requirement imposed **by Planning Commission**

(a) If the Planning Commission grants approval for the subdivision of the Lot from the Original Land subject to a condition or requirement which either the Seller or the Buyer, acting reasonably:
(1) is unwilling to comply with; or
(2) considers to be prejudicial,
the Party who:
(A) would be bound to comply with the condition or requirement; or
(B) is prejudiced by the condition or requirement,
may within 15 Business Days of being notified of the condition or requirement, elect by Notice to the other Party to terminate the Contract.

(b) If Notice terminating the Contract has been given under subclause (a), the Contract terminates on the date of service of the Notice.

(c) The reference in subclause (a) to a condition or requirement of the Planning Commission includes a condition or requirement imposed by the Planning Commission that is subject to the satisfaction of a condition or requirement of an Authority other than the Planning Commission and:
(1) subclause (a) applies to the condition or requirement imposed by the other Authority;
(2) the Seller must use reasonable endeavours to obtain the approval of the other Authority; and
(3) if the other Authority imposes a condition or requirement, the Seller must within 10 Business Days of being notified of the condition or requirement:
(A) give Notice to the Buyer of the condition or requirement of the other Authority, and
(B) provide a copy of the condition or requirement to the Buyer.

(d) The Seller must on request by the Buyer:
(1) advise the Buyer of progress relating to the satisfaction of a condition or requirement imposed by the Planning Commission or the other Authority; and
(2) provide to the Buyer a copy of the condition or requirement of the Planning Commission or the other Authority unless the Seller has already done so.

13.6 Proposed Strata Lot

If the Subdivision Lot is a Proposed Strata Lot, the Seller must use best endeavours to arrange for the Subdivision Plan, being a Strata Plan, to be registered at Landgate within the period specified or referred to in Section 70(4) of the Strata Titles Act.

13.7 Strata Lot – obligation to construct development

If the Contract includes an obligation for the Seller to construct a building or other improvement in connection with the sale of a Proposed Strata Lot to the Buyer, the Seller must as soon as practicable:

(a) undertake the construction of the building or improvement:
(1) in a proper and workmanlike manner; and
(2) in accordance with any plans or specifications which are attached to, or incorporated in, the Contract; and

(b) if on the Contract Date construction has not commenced:
(1) commence construction after the Contract Date or on any date specified in the Contract; and
(2) following commencement of construction, cause:
(A) construction to proceed; and
(B) the construction of the building or other improvement to be completed.

13.8 Issue of title – Settlement Date

(a) As soon as practicable after the Subdivision Plan is In Order for Dealing, the Seller must:
(1) apply for, and arrange for the issue of, a separate Certificate of Title for the Subdivision Lot; and
(2) notify the Buyer in writing, as soon as practicable after a separate Certificate of Title has been issued for the Subdivision Lot.

(b) Unless otherwise provided in the Contract, the Settlement Date is the date which is:
(1) 15 Business Days after the Seller notifies the Buyer that a separate Certificate of Title has issued for the Subdivision Lot; or
(2) if:
(A) the Buyer is aware that a separate Certificate of Title has been issued for the Lot; and
(B) the Buyer has notified the Seller that the Buyer is aware that a separate Certificate of Title has issued for the Lot,
15 Business Days after the Buyer has so notified the Seller.

13.9 Future Lot Contract

(a) If the Contract is a Future Lot Contract:
(1) the Contract is conditional on the Seller being entitled to become the proprietor of the Subdivision Lot or Proposed Strata Lot within the period referred to in Section 13B of the Sale of Land Act; and
(2) the Seller must comply with the Sale of Land Act including:
(A) providing the required statutory warning (Section 13C of the Sale of Land Act);
(B) using reasonable endeavours to obtain approvals and lodge plans, and giving information to the Buyer (Section 13G of the Sale of Land Act); and
(C) notifying the Buyer within 10 Business Days of the condition in clause 13.9(a)(1) being satisfied (Section 13H of the Sale of Land Act).

(b) If the Contract is terminated by the Buyer as a result of the condition in clause 13.9(a)(1) not being satisfied or under the Sale of Land Act, clause 13.10 applies.

(c) This clause 13.9 and the Sale of Land Act have priority over any other provision of the Contract to the extent of any inconsistency.

13.10 Consequences of termination of Contract

If the Contract terminates:

(a) under clause 13.2(c),
(b) under clause 13.3(c);
(c) under clause 13.5(b);
(d) as a result of the a Strata Plan not being registered at Landgate in accordance with clause 13.6; or
(e) as a result of the condition in clause 13.9(a)(1) not being satisfied or under the Sale of Land Act,

then:

(f) the Deposit and any other money paid by the Buyer under the Contract, must be promptly repaid to the Buyer;
(g) if the Deposit has been invested by the Deposit Holder in accordance with clause 1.9, the Buyer is entitled to the interest on the Deposit;
(h) if any other money has been paid to the Deposit Holder by the Buyer, and invested by the Deposit Holder with a Deposit Financial Institution, the Buyer is entitled to the interest on that other money; and
(i) subject to subclauses (f) to (h), no Party has any claim or right of action against the other arising from the termination, except in respect to any matter which arose before the termination.

14 Terms contract

14.1 When this clause applies

This clause 14 applies if the Contract is a Terms Contract but clauses 14.6 to 14.10 only apply if the Buyer is given possession of the Property before Settlement.

14.2 Right to pay Purchase **Price**

Subject to the Buyer giving not less than 10 Business Days prior notice in writing to the Seller, the Buyer may pay the full balance of the Purchase Price at any time earlier than the time for payment specified in the Contract.

14.3 Right to pay instalment of Purchase Price

(a) Subject to subclauses (b) and (c), the Buyer may at any time pay to the Seller part of the Purchase Price outstanding.

(b) Unless a payment in accordance with subclause (a) is the whole of the balance of the Purchase Price outstanding, any payment made in accordance with subclause (a), must be in the sum of $1,000, or a multiple of $1,000.

(c) Any payment made in accordance with subclause (a) will:
(1) be treated as payment of the last instalment or instalments of the Purchase Price due under the Contract; and
(2) not affect the obligation of the Buyer to pay the next instalment of the Purchase Price on the due date for payment.

14.4 Obligation to pay balance of Purchase Price

(a) If the Buyer fails:

(1) to pay any instalment of the Purchase Price due under the Contract, on the due date for payment; and

(2) to pay the instalment specified in subclause (a)(1), within the time specified in a Notice served on the Buyer under subclause (b),

the whole of the balance of the Purchase Price, and all other money due under the Contract, is immediately due and payable by the Buyer to the Seller.

(b) If the Buyer has failed to pay an instalment of the Purchase Price on the due date the Seller may serve Notice on the Buyer. The Notice must:

(1) specify particulars of the instalment of the Purchase Price which has not been paid on the due date, and

(2) require the Buyer to pay the instalment specified in subclause (b)(1) within the time specified in the Notice being not less than 10 Business Days after the service of the Notice.

14.5 Right to pay mortgagee

If the Land is subject to a mortgage:

(a) subject to subclause (b), the Buyer may pay any instalment of the Purchase Price due under the Contract, to the mortgagee under the mortgage, in reduction of the amount owed under the mortgage;

(b) the Buyer must give Notice to the Seller of any payment made by the Buyer in accordance with subclause (a);

(c) an amount paid by the Buyer under subclause (a) is treated as payment of the instalment of the Purchase Price next due to be paid by the Buyer under the Contract;

(d) the Seller authorises the Buyer to:

(1) obtain information from the mortgagee as to the amount owed under the mortgage; and

(2) pay any amount to the mortgagee, in reduction of the amount owing under the mortgage; and

(e) the Seller authorises the mortgagee to:

(1) provide any information requested by the Buyer; and

(2) accept any amount paid by the Buyer in reduction of the account owing under the mortgage.

14.6 Insurance

(a) The Buyer must from and including the Possession Date take out and maintain with an insurer authorised to operate under the Insurance Act in the names of:

(1) the Buyer;

(2) the Seller; and

(3) any mortgagee of the Land,

for their respective rights and interests, the insurance specified in subclause (b).

(b) The insurance required to be taken out and maintained under subclause (a) is:

(1) insurance in respect to each building and other improvement on the Land for full replacement value against damage or destruction by fire, storm, tempest, earthquake and any other risk as reasonably determined by the Seller of which Notice is given to the Buyer; and

(2) public liability insurance in respect to:

(A) the death or injury of a natural person; or

(B) damage to or destruction of property of other persons, in respect of any one incident, in the sum of $20 million or any greater amount reasonably required by the Seller.

(c) The Buyer must:

(1) provide to the Seller a copy of each policy of insurance taken out in accordance with subclauses (a) and (b);

(2) not alter or vary the insurance taken out under subclauses (a) and (b), without prior written notification to the Seller and in the event of the substitution or variation of any insurance taken out, comply with subclauses (a), (b) and (c)(1); and

(3) provide proof to the Seller that the insurance is current.

(d) If the Buyer fails to:

(1) take out insurance as required under subclauses (a) and (b); or

(2) provide proof to the Seller that the insurance is current,

the Seller may, without notice to the Buyer, and without being obliged to do so, take out and maintain the insurance required in accordance with subclauses (a) and (b).

(e) If the Seller takes out and maintains insurance in accordance with subclause (d) the Buyer must pay to the Seller on demand:

(1) all cost incurred by the Seller in taking out and maintaining the insurance; and

(2) interest, on that amount at the Prescribed Rate, from the date each cost was incurred, up to and including the date on which each cost, together with interest, is repaid to the Seller.

(f) The rights of the Seller under subclause (d) do not affect the rights of the Seller arising on default, and in particular, under clause 24.

14.7 Insurance – Strata Lot

(a) Clause 14.6 does not apply if:

(1) the Property is a Strata Lot; and

(2) the Buyer provides proof to the Seller that as at the Possession Date, the Strata Company has taken out and is maintaining insurance in respect to each risk and for the liability specified in clause 14.6(b).

(b) If subclause (a) applies, the Buyer must:

(1) if required by the Seller, immediately provide to the Seller a copy of each policy of insurance taken out by the Strata Company;

(2) if the insurance taken out by the Strata Company is altered or varied, provide to the Seller details of the altered or varied insurance immediately the Buyer becomes aware of the alteration or variation, and in particular, provide details of any substitute insurance taken out by the Strata Company; and

(3) provide proof to the Seller that the Strata Company insurance is current.

(c) The Seller may, by Notice to the Buyer, require that the Buyer take out insurance which:

(1) is additional to the insurance taken out by the Strata Company;

(2) is specified in the Notice from the Seller to the Buyer; and

(3) provides additional insurance in respect to each risk and the liability specified in clause 14.6(b).

(d) If the Seller gives notice to the Buyer under subclause (c):

(1) the Buyer must take out and maintain the additional insurance; and

(2) clause 14.6 applies to the additional insurance.

14.8 Application of insurance proceeds

(a) If, arising from an incident, money becomes payable under the insurance taken out and maintained under this clause 14, subclauses (b) and (c) will apply.

(b) The Buyer must:

(1) subject to any requirement of a mortgagee, if a mortgage is registered over the Land; and

(2) at the option of the Seller,

apply insurance proceeds arising from damage or destruction of a building or improvement on the Land in:

(A) repair, reinstatement or replacement of that building or improvement; or

(B) as a payment towards, or in full payment of the Purchase Price then outstanding.

(c) The Buyer must apply any proceeds of a claim arising from public risk insurance as required by:

(1) the insurer; or

(2) the Seller, acting reasonably.

(d) If the Property is a Strata Lot:

(1) insurance in respect to the Property is covered by insurance taken out by the Strata Company; and

(2) arising from an incident money becomes payable under insurance taken out and maintained by the Strata Company,

the insurance proceeds must be applied as required by the Strata Company or otherwise in accordance with the Strata Titles Act.

14.9 General obligation - Property and Land

From and including the Possession Date, the Buyer must:

(a) not:

(1) demolish, alter or add to any building or improvement which forms part of the Property; or

(2) remove from or add any soil or other material to the Land,

except with the prior written approval of the Seller, which approval must not be unreasonably withheld;

(b) keep the Property in good repair, having regard to the condition of the Property at the Possession Date;

(c) promptly pay all Outgoings;

(d) comply with the requirements of all laws, and with:

(1) any lease or licence of the Land from the State; and

(2) in the case of a Strata Lot – any lease, licence or agreement, and every by-law applicable to that Strata Lot; and

(e) if the Property is, or includes, a farm or cultivated Land:

(1) maintain the farm; and

(2) cultivate that Land,

in accordance with the best practice usually followed in the district in which the Land is situated.

14.10 Default – Seller may remedy

If the Buyer is in default of an obligation under clause 14.9:

(a) subject to subclause (b), the Seller may, without:

(1) being obliged to do so; and

(2) any obligation to give any further notice to the Buyer,

remedy that default;

(b) except in the case of an emergency when this subclause (b) will not apply, the Seller may not exercise a right under subclause (a) unless:

(1) the Seller has served Notice on the Buyer:
(A) specifying the default of the Buyer; and
(B) requiring the Buyer to remedy the default within the reasonable time specified in the notice being not less than 10 Business Days after the service of the notice; and
(2) the Buyer fails to remedy the default within the time specified in the Notice;

(c) for the purpose of exercising the right of the Seller under subclause (a), the Seller may enter on the Land.
(1) at a reasonable time except in the case of an emergency when the Seller may enter at any time; and
(2) with or without contractors and other persons, to undertake any relevant or necessary work;

(d) the Buyer must pay to the Seller on demand each cost incurred by the Seller to remedy a default of the Buyer together with interest on each cost at the Prescribed Rate:
(1) from and including the date on which payment is made by the Seller; and
(2) up to but excluding the date on which the relevant amount, together with interest, is paid to the Seller, and

(e) the rights of the Seller under subclause (a):
(1) do not affect any other right of the Seller arising from the default of the Buyer; and
(2) in particular, do not affect the rights of the Seller under clause 24.

14.11 Delivery of Transfer and title
(a) Subject to subclause (b) and clause 3.10, on payment by the Buyer of all money owing to the Seller under the Contract, including any interest, the Seller must deliver to the Buyer the documentation specified in clause 3.10(a):
(1) at the time specified in the Contract; or
(2) if no time is specified, on the day which is 15 Business Days after the Seller receives payment in full of the balance of the Purchase Price and other money due under the Contract.

(b) The documentation specified in subclause (a) must be delivered to the Buyer at:
(1) the place and time agreed between the Seller and the Buyer; and
(2) if not agreed in accordance with subclause (b)(1), then:
(A) on the day which is a Business Day; and
(B) at the time between 9.00am and 5.00pm; and
(C) at the place within the Perth CBD,
specified by Notice from the Buyer to the Seller given not less than 3 Business Days before the day specified in subclause (a).

15 Error or Misdescription

15.1 Meaning of error or misdescription
An error or misdescription of the Property means an error or misdescription in the Contract relating to:
(a) a physical structure or physical feature of the Property;
(b) a boundary of the Property; or
(c) the area of the Land.

15.2 No termination or delay in Settlement
Subject to this clause 15, an error or misdescription of the Property in the Contract does not:
(a) entitle the Buyer to terminate the Contract; or
(b) result in any right for the Buyer to delay Settlement.

15.3 Claim for compensation by Buyer
If the Buyer claims:
(a) there has been an error or misdescription of the Property in the Contract; and
(b) to be entitled to compensation,
the Buyer must give to the Seller a Notice which specifies the basis of the claim and compensation required by the Buyer not later than 10 Business Days after the Possession Date.

15.4 Claim for compensation lost
If the Buyer fails to give a Notice in accordance with clause 15.3, any right of the Buyer to claim compensation arising from an error or misdescription of the Property in the Contract ceases to apply.

15.5 Determination of claim and compensation
If the Buyer serves a Notice under clause 15.3, unless otherwise agreed in writing between the Seller and the Buyer within 15 Business Days of service of the Notice, any issue between the Seller and the Buyer as to:
(a) whether there is an error or misdescription of the Property in the Contract; or
(b) the amount of compensation payable by the Seller to the Buyer,
must be determined by arbitration under clause 25.1.

16 No requisition on title for freehold land

If the Land is freehold land:
(a) the Buyer is not entitled to give a requisition or objection to the Seller in respect to:
(1) the title of the Seller in respect to the Land; or
(2) the Property; and
(b) the Seller is not obliged to provide a response to a requisition or objection by the Buyer in respect to:
(1) the title of the Seller in respect to the Land; and
(2) the Property.

17 Cost and duty

17.1 Legal and other cost
The Parties must pay their own legal and any other cost and expense in connection with:
(a) the Contract; and
(b) Settlement.

17.2 Duty
The Buyer must pay Duty on the Contract and the Transfer.

17.3 Registration fee
The Buyer must pay the registration fee on the Transfer.

17.4 Default cost
(a) A Party in default under the Contract must pay to the other Party all cost and expense incurred by the other Party arising from the default.
(b) Cost and expense specified in subclause (a) which has been determined before Settlement must be paid on Settlement.
(c) If some or all of the cost and expense specified in subclause (a) is not paid on Settlement that cost and expense must be paid, after Settlement, on demand by the Party entitled to payment.
(d) A Party may not refuse to complete Settlement because :
(1) a Party liable; or
(2) alleged to be liable,
to pay cost and expense under this clause 17.4 does not pay that cost and expense at Settlement.

18 GST

18.1 Purchase Price does not include GST
Unless otherwise stated in the Contract, the Buyer is not required to pay to the Seller any amount in addition to the Purchase Price for GST.

18.2 Margin Scheme
Unless otherwise stated in the Contract, the Seller must not apply the Margin Scheme in respect to the sale of the Property.

18.3 GST to be paid on Purchase Price
If the Contract provides that GST must be paid in addition to the Purchase Price, at Settlement:
(a) the Buyer must, in addition to the Purchase Price, pay the GST on the Purchase Price and any other consideration payable under the Contract; and
(b) the Seller must provide a Tax Invoice to the Buyer.

18.4 GST on damages
(a) If:
(1) a Successful Party becomes entitled to damages as a result of default under the Contract; and
(2) the Successful Party is liable to pay GST on the damages,
the Payment Party must pay to the Successful Party the GST payable by the Successful Party on the damages at the same time as the Payment Party must pay the damages to the Successful Party.
(b) If subclause (a) applies, the Successful Party must, on payment of the damages, provide a Tax Invoice to the Payment Party.
(c) This clause 18.4 applies whether or not GST is payable on the Purchase Price.

19 Depreciation and Capital Works Deduction

19.1 Price of Depreciating Asset in Contract
If:
(a) a Depreciating Asset forms part of the Property; and
(b) the price of that Depreciating Asset has been specified in the Contract,
the price of the Depreciating Asset as specified in the Contract is the sale price of that Depreciating Asset for the purposes of the Income Tax Act.

19.2 Price of Depreciating Asset not specified in Contract
If:
(a) a Depreciating Asset forms part of the Property; and
(b) the price of the Depreciating Asset has not been specified in the Contract,

the sale price of that Depreciating Asset for the purposes of the Income Tax Act is the adjustable value of that Depreciating Asset for the purposes of the Income Tax Act as determined at Settlement.

19.3 Capital Works Deduction

(a) If the Property includes capital works which give rise to a Capital Works Deduction the Seller must give the Buyer a written notification within 20 Business Days after Settlement specifying the information necessary to enable the Buyer to claim any remaining Capital Works Deduction.

(b) The written notification under subclause (a) must comply with Section 262A (4AJA) of the Income Tax Act.

20 Registration of Transfer

20.1 Registration

No later than 3 Business Days after Settlement, the Buyer must lodge:

(a) the Transfer; and

(b) every other document required to enable the Transfer to be registered at Landgate,

and must then use best endeavours to ensure that the Transfer is registered as soon as possible.

20.2 Seller to cooperate

(a) The Seller must immediately do everything reasonably requested by the Buyer to enable the Transfer to be accepted and registered at Landgate.

(b) The Seller's obligation in subclause (a) survives Settlement.

20.3 Landgate requisition

(a) If a requisition notice is issued by Landgate relating to the registration of:

(1) the Transfer; or

(2) any other document which is lodged for registration with the Transfer,

the Seller and the Buyer must immediately do everything reasonably necessary to satisfy the requirements of the requisition notice.

(b) If a requisition notice is issued by Landgate in respect to a document prepared by or on behalf of the Seller, the Seller must, not later than 3 Business Days before the time for payment prescribed by Landgate:

(1) pay to the Buyer the fee required by Landgate in respect to that requisition notice; or

(2) pay direct to Landgate the fee required by Landgate in respect to that requisition notice and provide a copy of the receipt for the payment issued by Landgate to the Buyer.

(c) If the requisition notice issued by Landgate relates to a document prepared by or on behalf of the Buyer, the Buyer must pay to Landgate the fee required by Landgate in respect to the requisition notice issued in respect to that document by Landgate not later than 3 Business Days before the time for payment prescribed by Landgate.

21 Notice

21.1 **Requirements for Notice**

A notice to be given under the Contract must be:

(a) in writing; and

(b) in the English language; and

(c) signed by the Party giving it or that Party's Representative.

21.2 **Service generally**

Subject to clauses 21.3 to 21.6, a Notice is treated as having been duly given to a Party if served:

(a) on a Party which is not a company

(1) by delivering the Notice to the Party personally; or

(2) by posting the Notice to the Party at the Party's address specified in the Contract; and

(b) on a Party which is a company

(1) by delivering the Notice to the company at its registered office;

(2) by posting the Notice to the company at its address specified in the Contract or at its registered office; or

(3) in accordance with Section 109X of the Corporations Act.

21.3 Service - Representative

If a Representative acts for a Party:

(a) a Notice served on that Representative in accordance with this clause 21 is treated for all purposes as if the Notice had been served on that Party; and

(b) a Notice given by that Representative in accordance with this clause 21 is treated for all purposes as if the Notice had been given by that Party.

21.4 Service by facsimile or email

(a) If a facsimile number or email address is specified in the Contract or by a Party or a Representative as the facsimile number or email address of that Party or Representative:

(1) a Notice to the relevant Party or the Representative may be transmitted by facsimile to the specified facsimile number or sent by email to the specified email address;

(2) a Notice transmitted by facsimile is treated as served:

(A) on the day on which it is transmitted but if it is transmitted after 4.00pm or on a day which is not a Business Day it is treated as having been served on the next Business Day; and

(B) when the facsimile machine which transmits the Notice prints an acknowledgment that every page comprising that Notice has been transmitted to the specified facsimile number; and

(3) a Notice sent by email is treated as served when:

(A) it is sent unless the sender receives a return email to the effect that the email was not transmitted successfully; and

(B) on the day on which it is sent but if the email is sent by the sender on a day which is not a Business Day or after 5.00 pm (addressee's time), it is treated as having been given on the next Business Day,

and the Parties consent to a Notice being given by email.

(b) If:

(1) a Party has a Representative; and

(2) the Representative or Party includes in correspondence to the other Party or the Representative of the other Party, details of the facsimile number or email address of that Party or Representative,

then:

(3) the facsimile number or email address so specified is, subject to subclause (c), treated as the facsimile or email address for that Party or the Representative of that Party; and

(4) subclause (a) applies as if that facsimile number or email address is specified in the Contract, or has been specified by a Party or the Representative of that Party as the facsimile number or email address of that Party or Representative.

(c) Subclause (b) does not apply if a Party or Representative specified in subclause (b) gives Notice to the other Party or the Representative of that other Party that the facsimile number or email address specified in the correspondence is not the facsimile number or email address of the Party or Representative.

21.5 Service when **Notice posted**

A Notice which has been posted is treated as served on the third Business Day after the date on which the Notice is posted.

21.6 Change of address

(a) A Party may by Notice to each other Party change:

(1) the Representative of that Party;

(2) the address of that Party; or

(3) the address of that Party's Representative;

(4) a specified facsimile number; or

(5) a specified email address.

(b) If a Notice is given under subclause (a) each subsequent Notice to the Party concerned must be served as applicable:

(1) on the new Representative of the Party, and

(2) at any new address, new specified facsimile number or new specified email address.

22 Time of Essence

Subject to clause 23, time is of the essence in relation to the Contract.

23 Default Notice

23.1 Requirement for Default Notice

Neither Party may terminate the Contract as a result of the other Party's default nor may the Seller forfeit any money paid by the Buyer or retake possession of the Property because of the default of the Buyer, unless :

(a) the Non Default Party gives a Default Notice to the Default Party; and

(b) the Default Party fails to remedy the default within the time required under the Default Notice.

23.2 No limit on right to issue further Notice

The giving of a Default Notice under clause 23.1 does not prevent the Non Default Party from giving a further Default Notice.

23.3 No Default Notice required for repudiation

Clause 23.1 does not apply if the Default Party repudiates the Contract.

24 Default

24.1 Buyer Default

If the Buyer :

(a) is in default under the Contract and has failed to comply with a Default Notice; or

(b) repudiates the Contract,

the Seller has each right in clause 24.2, in addition to any other right or remedy of the Seller.

24.2 Seller right on default or repudiation

If clause 24.1 applies, the Seller may:

(a) affirm the Contract and sue the Buyer for damages for default;

(b) affirm the Contract and sue the Buyer for.

(1) specific performance of the Contract; and
(2) damages for default in addition to or instead of specific performance;
(c) subject to clause 23.1, retake possession of the Property;
(d) subject to clause 23.1, terminate the Contract by Notice to the Buyer, but only if the Default Notice given under clause 23.1 includes a statement that if the default is not remedied within the time specified in the Default Notice, the Contract may be terminated; or
(e) if the Buyer repudiates the Contract, terminate the Contract by Notice to the Buyer.

24.3 Further Seller right on termination

If the Seller terminates the Contract under clause 24.2(d) or 24.2(e), the Seller may, subject to the further provisions of this clause 24, elect to exercise any one or more of the following:
(a) forfeit the Deposit;
(b) sue the Buyer for damages for default;
(c) resell the Property.

24.4 Deposit exceeds 10% of Purchase Price

If the Deposit exceeds 10% of the Purchase Price:
(a) the Seller may under clause 24.3 forfeit only that part of the Deposit which does not exceed 10% of the Purchase Price; and
(b) any money paid by the Buyer in excess of 10% of the Purchase Price, is to be treated as a payment of an Instalment for the purposes of this clause 24 only.

24.5 Resale

If the Seller resells the Property in accordance with clause 24.3(c), the Seller:
(a) is not required to give notice of the resale to the Buyer; and
(b) has the discretion, acting reasonably, to determine the manner of resale and the terms and conditions applicable to the resale.

24.6 Resale within 12 months

If:
(a) Settlement of the resale of the Property occurs within 12 months after the Seller terminates the Contract; and
(b) after taking into account the costs and expenses of the resale and the amount of the Deposit which has been forfeited,

the amount held by the Seller:
(c) is less than the Purchase Price, the Buyer must pay to the Seller, as liquidated damages, the difference between the amount held by the Seller and the Purchase Price; or
(d) exceeds the Purchase Price, the excess belongs to the Seller.

24.7 Terms Contract

If:
(a) the Contract is a Terms Contract; and
(b) there is a surplus in accordance with clause 24.6(d); and
(c) the Buyer had possession of the Property for more than 12 months before the termination of the Contract,

the Seller must pay the surplus to the Buyer, without interest.

24.8 Interest to Seller

Whether or not Settlement of the resale occurs within 12 months after the Seller terminates the Contract, any interest:
(a) accrued on the Deposit; or
(b) on any Instalment paid by the Buyer, belongs to the Seller.

24.9 Instalment

If the Seller:
(a) terminates the Contract; and
(b) holds an Instalment,

the Seller may hold the Instalment pending:
(c) a resale of the Property; or
(d) determination of a claim for damages.

24.10 Sale within 12 months

If the Seller:
(a) holds an Instalment in accordance with clause 24.9; and
(b) resells the Property within 12 months of termination of the Contract, the Seller may apply the whole or part of the Instalment to liquidated damages determined in accordance with clause 24.6.

24.11 Payment after 12 months

Subject to clauses 24.10 and 24.12, the Seller must pay to the Buyer, without interest, any Instalment held by the Seller after 12 months following the termination of the Contract.

24.12 Finalisation of proceedings

If:
(a) the Seller has instituted proceedings against the Buyer for damages, following termination of the Contract; and
(b) the action for damages has not been finalised within 12 months following the termination of the Contract,

the Seller may hold any Instalment pending the final determination of the action for damages against the Buyer.

24.13 Payment after finalisation

After determination of the action for damages the Seller:
(a) may apply the whole or part of the Instalment towards any judgment for damages and costs awarded by the court; but
(b) must pay any surplus, after application of the Instalment towards the judgment and costs, to the Buyer, without interest.

24.14 Seller default

If the Seller:
(a) is in default under the Contract and has failed to comply with a Default Notice; or
(b) repudiates the Contract,

the Buyer has each right in clause 24.15, in addition to any other right and remedy of the Buyer.

24.15 Buyer right on default or repudiation

If clause 24.14 applies, the Buyer may:
(a) affirm the Contract and sue the Seller for damages for default;
(b) affirm the Contract and sue the Seller for:
(1) specific performance of the Contract; or
(2) damages for default in addition to or instead of specific performance;
(c) subject to clause 23.1, terminate the Contract by Notice to the Seller, but only if the Default Notice given under clause 23.1 includes a statement that if the Default is not remedied within the time specified in the Default Notice, the Contract may be terminated; or
(d) if the Seller repudiates the Contract, terminate the Contract by Notice to the Seller.

24.16 Further Buyer right on termination

If the Buyer terminates the Contract under clause 24.15(c) or 24.15(d):
(a) the Deposit, and any other money paid by the Buyer under the Contract, must be promptly repaid to the Buyer;
(b) if the Deposit and any other money paid under the Contract by the Buyer has been paid to the Seller, the Seller must promptly repay the Deposit and, if applicable, that other money to the Buyer;
(c) if the Deposit has been invested with a Deposit Financial Institution in accordance with clause 1.9, the Buyer is entitled to the interest earned on the Deposit,
(d) if any other money paid by the Buyer under the Contract to the Deposit Holder in addition to the Deposit has been invested by the Deposit Holder with a Deposit Financial Institution, the Buyer is entitled to the interest on that other money invested; and
(e) except for any money paid to the Deposit Holder by the Buyer under the Contract, the Seller must, on demand, pay to the Buyer interest on any money paid by the Buyer under the Contract at the Prescribed Rate, calculated:
(1) from and including the date of payment by the Buyer; and
(2) up to, but excluding the date on which the money is repaid to the Buyer.

24.17 Legal cost on termination

If the Termination Party terminates the Contract as a result of:
(a) the default of; or
(b) the repudiation by,

the Terminated Party, the Terminated Party must pay to the Termination Party all legal cost incurred by the Termination Party in respect to the termination of the Contract arising from that default or that repudiation .

24.18 Rule in Bain v Fothergill excluded

The rule of law known as the rule in Bain v Fothergill, which limits the damages recoverable from a Seller incapable of making good title, does not apply to the Contract.

25 General

25.1 Arbitration

If anything in relation to the Contract is to be determined by arbitration:
(a) the arbitrator is to be a person jointly appointed by the Parties, or, if they cannot agree, by the President of the Real Estate Institute of Western Australia (Inc) at the request of either Party;
(b) the *Commercial Arbitration Act 1985* (WA) applies; and
(c) a Party may be represented by a Legal Practitioner at any arbitration proceedings.

25.2 Contract takes priority

If there is a provision in the Contract which is inconsistent with a provision of this document, the provision in the Contract takes priority to the extent necessary to remove the inconsistency.

25.3 No merger

Insofar as any obligation under the Contract remains to be complied with

after Settlement, that obligation and the relevant provisions relating to that obligation survive Settlement and continue to be enforceable despite Settlement having taken place.

26 Definitions and interpretation

26.1 Definitions

In this document, unless otherwise stated:

Access Device means:

(a) each key and security device; and

(b) written details of each code for any security system which enables access to the Property.

Act means an act of Parliament.

Assessment means an assessment issued by State Revenue of the amount of Duty payable on the Contract.

Authority means any governmental, statutory or other public body or authority including a local government.

Bank Cheque means a cheque drawn on itself by a Financial Institution.

Business Day means any day except a Saturday, Sunday or public holiday in Western Australia.

Buyer means each person so specified in the Contract.

Capital Works Deduction means a deduction allowed under Division 43 of the Income Tax Act.

Certificate of Duty means the State Revenue Certificate of payment of Duty generated through Revenue Online.

Certificate of Title means the Certificate of Title held by Landgate.

Clearance Certificate means a current certificate issued by the Commissioner of Taxation under section 14-220 of Schedule 1 to the Tax Administration Act that applies to the Seller (and if the Seller consists of more than one person, to each person who comprises the Seller) in respect of the sale of the Property.

Commissioner of State Revenue means the Commissioner of State Revenue specified in section 6 of the *Taxation Administration Act 2002* (WA).

Commissioner has the meaning given in the Tax Administration Act.

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

Contract means the contract between the Seller and the Buyer in which this document is incorporated and includes this document.

Contract Date means the date on which the last Party to sign the Contract signs it.

Corporations Act means the *Corporations Act 2001* (Commonwealth).

Crown Reservation means any of:

(a) a reservation as defined in Section 3(1) of the Land Administration Act;

(b) a covenant registered in accordance with Section 15 of the Land Administration Act;

(c) a limitation, interest, encumbrance or notification recorded on a transfer of crown land in fee simple in accordance with the Land Administration Act; and

(d) a reservation or clause contained in the Crown Grant of the Land.

Default Notice means a notice which :

(a) specifies the default of a Party under the Contract;

(b) requires the Party in default to remedy the default:

(1) within 10 Business Days after the date the notice is duly given or:

(2) within any longer period specified in the Notice, or

(3) if the Contract is a Terms Contract, within the time specified in Section 6(2) of the Sale of Land Act.

Default Party means a Party who the Non Default Party contends is in default under the Contract.

Deposit means money paid or payable under the Contract, as a deposit.

Deposit Claimant means a Party who issues a Deposit Holder Notice.

Deposit Financial Institution means a Financial Institution with which, if applicable:

(a) the Seller Agent is authorised to invest trust money in accordance with the Real Estate Act,

(b) the Seller Representative, being a Legal Practitioner, is authorised to invest trust money in accordance with the Legal Practitioners Act; and

(c) the Seller Representative, being a Settlement Agent, is authorised to invest trust money in accordance with the Settlement Agents Act.

Deposit Holder means as applicable:

(a) the Seller Agent or the Seller Representative to whom the Deposit is paid; and

(b) if clause 1.3(b) or 1.4 applies the Legal Practitioner, Real Estate Agent or Settlement Agent who holds the Deposit.

Deposit Holder Notice means a Notice from the Deposit Claimant that:

(a) specifies the Contract has been terminated;

(b) states the basis on which it is contended that the Contract has been terminated;

(c) states that the Deposit Holder is required to pay the Deposit to the Deposit Claimant; and

(d) if the Deposit Respondent disputes that:

(1) the Contract has been terminated; or

(2) the Deposit should be paid to the Deposit Claimant,

states that the Deposit Respondent must give Notice to the Deposit Claimant and the Deposit Holder within 5 Business Days of service of the Deposit Holder Notice as specified in clause 1.2.

Deposit Respondent means the party who is not the Deposit Claimant.

Depreciating Asset means an asset as defined in the Income Tax Act, except for an asset which attracts a Capital Works Deduction.

Depreciable Item means an item which is subject to depreciation under the Income Tax Act.

Dollars and **$** means Australian dollars.

Duplicate Certificate of Title means the duplicate of the Certificate of Title issued by Landgate.

Dutiable Value has the same meaning as dutiable value in section 9 of the Duties Act.

Duties Act means the *Duties Act 2008* (WA).

Duty means duty payable under the Duties Act.

Duty Endorsed means an endorsement that:

(a) Duty has been paid on the Contract or the Transfer; or

(b) if applicable, the Contract and the Transfer are exempt from Duty,

and in particular has the same meaning as duty endorsed as defined in the Duties Act.

Electricity Extension Scheme means the scheme established by Western Power known as the Contributory Extension Scheme under which Western Power agreed to construct an extension to the electricity supply to supply electricity to the Property.

Electricity Scheme Agreement means:

(a) the agreement entered into with Western Power under which electricity was provided to the Property under the Electricity Extension Scheme; and

(b) includes, if applicable, the agreement between the Seller and Western Power under which the Seller assumed the obligations of a former owner of the Property under an agreement as specified in subclause (a).

Encumbrance means a mortgage, easement, restrictive covenant, Title Restriction, caveat, Memorial and Rate Encumbrance and includes any right and interest which a person has in relation to the Property.

Financial Institution means a financial institution as defined in Section 3 of the *Cheques Act 1986* (Commonwealth).

Financial Year means each period commencing on 1 July in a year and ending on 30 June in the next succeeding year.

Future Lot Contract means a 'future lot contract' as defined in the Sale of Land Act.

Future Rate Outgoing means an Outgoing.

(a) in respect to the Land; and

(b) for which, as at Settlement an assessment has not been issued by an Authority in respect to the relevant Financial Year if the Outgoing is required to be adjusted at Settlement under the Contract.

GST means the goods and services tax payable under the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth).

In Order for Dealing means that the Subdivision Plan has been initialled by an Inspector:

(a) as being in order for dealing; and

(b) in particular, as in order to enable the issue of a separate Certificate of Title for the Lot.

Income Tax Act means:

(a) the *Income Tax Assessment Act 1936* (Commonwealth), and

(b) the *Income Tax Assessment Act 1997* (Commonwealth).

Inspector means an officer of Landgate authorised to sign a Subdivision Plan as being In Order for Dealing.

Instalment means any money paid by the Buyer under the Contract in excess of the Deposit.

Instituted means, in relation to court proceedings, that:

(a) a Party has commenced proceedings in a court; and

(b) the originating process which commences those proceedings, has been served on the other Party.

Insurance Act means the *Insurance Act 1973* (Commonwealth).

Interest Amount means the amount specified in the Interest Notice.

Interest Notice means a notice from the Interest Party to the Interest Default Party in which the Interest Party claims interest or compensation from the Interest Default Party under clause 4.6.

Interest Party means a party who claims to be entitled to interest or compensation under clause 4.1 to 4.5.

Interest Default Party means the party who the Interest Party claims is liable to pay interest or compensation under clause 4.1 to 4.5.

Land means the land which the Seller has agreed to sell to the Buyer as described in the Contract including all improvements and other fixed improvements on that land.

Land Administration Act means the *Land Administration Act 1997* (WA).

Landgate means the Western Australian Land Information Authority established under the *Land Information Authority Act 2006* (WA).

Land Tax means land tax payable under the Land Tax Act and includes, if applicable, Metropolitan Region Improvement Tax.

Land Tax Act means the *Land Tax Act 2002* (WA).

Lease means a lease or tenancy agreement in respect to the Property.

Legal Practitioner means an Australian legal practitioner as defined in the Legal Profession Act.

Legal Profession Act means the *Legal Profession Act 2008* (WA).

Loss includes a claim, judgment, order, financial loss, damages and costs.

Lot has the same meaning as the definition of lot in the Planning and Development Act.

Margin Scheme means the scheme described in Division 75 of the GST Act as the margin scheme.

Memorial means a Memorial lodged under an Act.

Metropolitan Region Improvement Tax means Metropolitan Region Improvement Tax as defined in the *Metropolitan Region Improvement Tax Act 1959* (WA).

Non Default Party means a Party who contends that another Party is in default under the Contract.

Notice means a notice as specified in clause 21.1.

Original Land means the land of which the Lot forms part.

Outgoing means :

(a) all rates, taxes, charges (including fixed charges) and other similar expenses payable in relation to the Property (whether periodically or not), and

(b) if the Land or any part is a Strata Lot:

  (1) each Strata Contribution; and

  (2) any money payable periodically under a lease, licence or other agreement referred to in clause 10.7,

but does not include a tax specified in the Income Tax Act, GST and Duty.

Party means, as the case requires, either the Seller or the Buyer, or both the Seller and the Buyer.

Payment Party means the Party who is liable to pay damages or other money to the Successful Party arising from default under the Contract.

Perth CBD means the area in or adjoining the City of Perth bounded by Riverside Drive, the Mitchell Freeway, Roe Street, Fitzgerald Street, Newcastle Street, Lord Street, Wellington Street and Plain Street, including both sides of each street or road.

Planning and Development Act means the *Planning and Development Act 2005* (WA).

Planning Commission means the Western Australian Planning Commission.

Possession Date means the date that is the earlier of:

(a) the date Settlement occurs; and

(b) the date on which the Buyer is given possession of the Property.

PPSA means the *Personal Property Security Act 2009* (Commonwealth).

PPSR means the register established and maintained pursuant to the PPSA and the PPS Regs.

PPS Regs means the *Personal Property Securities Regulations 2010* (Commonwealth).

Prescribed Rate means 9% per annum calculated daily.

Property means the Land and any Property Chattels.

Property Chattels means all items of property, except the Land and anything which forms part of the Land, which the Seller has agreed to sell to the Buyer under the Contract.

Property Condition Report means a report prepared by a Real Estate Agent or other person which records the condition of the premises the subject of a Lease:

(a) as at the date of commencement of that Lease; or

(b) at any time after the commencement of the Lease.

Proposed Strata Lot means a lot on a Strata Plan which on the Contract Date has not been registered at Landgate.

Purchase Price means the price payable for Property stipulated in the Contract.

Rate Encumbrance means a charge:

(a) created over the Land by an Act; and

(b) which arises from an Unpaid Rate Outgoing.

Real Estate Act means the *Real Estate and Business Agents Act 1978* (WA).

Real Estate Agent means a person who is:

(a) defined in the Real Estate Act as a real estate agent; and

(b) is licensed as a real estate agent under the Real Estate Act.

Remediated Site means the Land has been classified under the Contaminated Sites Act as 'remediated for restricted use' or 'contaminated – restricted use'.

Remediated Site Memorial means a Memorial lodged against the Land under the Contaminated Sites Act which classifies the Land under the Contaminated Sites Act as: 'remediated for restricted use' or 'contaminated – restricted use'.

Rent means rent and other money payable by a Tenant under a Lease.

Rent Period means each period under the Lease in respect to which the Tenant is required to pay Rent.

Representative means a person who is either a Legal Practitioner or a Settlement Agent and who has been appointed to act for a party in relation to the Contract or Settlement.

Residential Tenancies Act means the *Residential Tenancies Act 1987* (WA).

Restricted Use means the restriction on the use of the Land imposed under the Contaminated Sites Act.

Revenue Online also known as ROL means the system developed by State Revenue which enables Duty to be assessed and paid electronically.

Sale of Land Act means the *Sale of Land Act 1970* (WA).

Section 47(3) Strata Notice means a notice concerning the purpose of and the amount of expenditure proposed for the Strata Company as specified in Section 47(3) of the Strata Titles Act.

Seller means each person so specified in the Contract.

Seller Agent means a Real Estate Agent appointed to act on behalf of the Seller in respect to the sale of the Property.

Settlement means the completion of the sale and purchase of the Property in accordance with clause 3.

Settlement Agent means a person licensed as a settlement agent under the Settlement Agents Act.

Settlement Agents Act means the *Settlement Agents Act 1981* (WA).

Settlement Date means the date each Party must complete Settlement:

(a) under clause 3.5; and

(b) any other relevant provision of this document or of the Contract.

Specified Encumbrance means an Encumbrance specified in the Contract as subject to which the Property will be transferred.

State means the State of Western Australia.

State Administrative Tribunal means the Tribunal known as the State Administrative Tribunal established by the *State Administrative Tribunal Act 2004* (WA).

State Revenue means the office established by the Commissioner of State Revenue and known as the Office of State Revenue.

Strata Company means the strata company as defined in the Strata Titles Act which applies in respect to the Strata Lot.

Strata Contribution means:

(a) a Strata Regular Contribution; and

(b) a Strata Special Contribution.

Strata Lot means the lot (as defined in the Strata Titles Act) the subject of the Contract.

Strata Plan means a strata plan or survey-strata plan (as defined in the Strata Titles Act) if:

(a) in the case of a Strata Lot, the strata plan or survey-strata plan has been registered at Landgate; or

(b) in the case of a Proposed Strata Lot, the strata plan or survey-strata plan has not been registered at Landgate.

Strata Regular Contribution means the normal and regular contribution levied by the Strata Company under Section 36(1)(a) of the Strata Titles Act in respect to the registered proprietor in respect of the Strata Lot in relation to:

(a) the control and management of the common property;

(b) the payment of any premiums of insurance; and

(c) the discharge of any other obligation of the Strata Company.

Strata Regulations means the Strata Titles General Regulations 1996.

Strata Scheme means the strata scheme as defined in the Strata Titles Act which applies in respect to the lots and common property which form part of the Strata Plan.

Strata Special Contribution means a contribution levied by the Strata Company under Section 36(2) of the Strata Titles Act in respect to the registered proprietor of the Strata Lot for a reserve fund for the purpose of accumulating funds to meet:

(a) contingent expenses other than those of a routine nature; and

(b) other major expenses of the Strata Company likely to arise in the future.

Strata Title Referee means the referee as specified in the Strata Titles Act before the coming into operation of:

(a) the *State Administrative Tribunal (Conferral of Jurisdiction) Amendment and Repeal Act 2004* (WA); and

(b) the *State Administrative Tribunal Act 2004* (WA).

Strata Titles Act means the *Strata Titles Act 1985* (WA)

Subdivision Lot means the Land which is not a Lot or a Proposed Strata Lot and which is the subject of the Contract.

Subdivision Land means the land which at the commencement of the Financial Year in which the Possession Date occurs:

(a) includes the Land; and

(b) from which, following subdivision, the Land is created as a separate Lot.

Subdivision Plan means a deposited plan which includes the Lot including if applicable, a Strata Plan which includes the Proposed Strata Lot.

Successful Party means the party who is entitled to damages or other money from another party arising from default under the Contract.

Tax Administration Act means the *Tax Administration Act 1953* (Commonwealth).

Tax Invoice includes any document or record treated by the Commissioner of Taxation for GST purposes:

(a) as a tax invoice; or

(b) as a document entitling a recipient to an input tax credit.

Tenant means a person who is a tenant under a Lease.

Tenant Bond means:

(a) money paid by the Tenant as a bond in respect to each obligation of the Tenant under a Lease; and

(b) any other security provided by the Tenant under a Lease.

Terminated Party means the Seller or the Buyer who is not the Termination Party.

Termination Party means the Seller or the Buyer who has terminated the Contract as a result of the default of the Terminated Party under the Contract or the repudiation by the Terminated Party of the Contract.

Terms Contract means a terms contract as defined in the Sale of Land Act.

Threshold Amount means the amount which is set out in section 14-215(1)(a) of Schedule 1 to the Tax Administration Act for the purposes of an excluded transaction under that section.

Title Notification means:

(a) any notification under Section 70A of the Transfer of Land Act; or

(b) any notification under Section 165 of the Planning and Development Act,

and which applies in respect to the Land.

Title Restriction means a Crown Reservation and a Title Notification.

Transaction Summary means the summary generated through Revenue Online which specifies:

(a) the date the Contract was lodged on Revenue Online;

(b) the Dutiable Value;

(c) the date of assessment; and

(d) the Duty assessed.

Transfer means the instrument required to transfer the Land to the Buyer in a form acceptable for registration by Landgate, subject to signing by all Parties.

Transfer of Land Act means the *Transfer of Land Act 1893* (WA).

Underground Power Rate means the charge, rate or other payment required from the owner of the Property by an Authority in relation to the provision of underground power.

Unpaid Rate Outgoing means an Outgoing in respect to the Land which, as at Settlement, is:

(a) the subject of an assessment by an Authority; and

(b) unpaid,

and is required to be adjusted under the Contract in relation to the Financial Year in which Settlement takes place.

Variation Notice means a written notice issued by the Commissioner under section 14-235 of the Tax Administration Act to vary the amount otherwise payable by the Buyer under section 14-200 of the Tax Administration Act.

Water Corporation means the statutory body corporate established under the *Water Corporation Act 1995* (WA).

Western Power means the statutory body corporate known as Western Power established under the *Electricity Corporation Act 1994* (WA).

Withholding Amount means the amount which the Buyer is required by section 14-200 of Schedule 1 to the Tax Administration Act to pay to the Commissioner in respect of the purchase of the Property.

26.2 Strata Titles Act

Words which:

(a) are not defined in clause 26.1; but

(b) are defined in the Strata Titles Act,

have the meaning given in the Strata Titles Act.

26.3 GST Act

Words which:

(a) are not defined in clause 26.1; but

(b) are defined in the GST Act,

have the meaning given in the GST Act.

26.4 PPSA

Words which:

(a) are not defined in clause 26.1; but

(b) are defined in the PPSA,

have the meaning given in the PPSA.

26.5 Citation – 2018 General Conditions

This Joint Form of General Conditions for the Sale of Land 2018 Revision may be cited as the '2018 General Conditions'.

26.6 Interpretation

In this document and the Contract, unless the context otherwise requires:

(a) the Seller and the Buyer must:
  (1) comply with their respective obligations under the Contract; and
  (2) not assign or transfer the Contract or any right under the Contract to a third party without the prior written consent of the other;

(b) subject to subclause (a), each reference to the Seller and the Buyer includes as applicable:
  (1) the successors of a company or corporation; and
  (2) each legal personal representative of the Seller and the Buyer;

(c) reference to an Authority includes a reference to:
  (1) an officer of that Authority; and
  (2) any other Authority and any officer of that other Authority which performs the same or a similar function to the Authority;

(d) reference to a thing includes the whole and any part of that thing;

(e) reference to the singular includes the plural and vice versa;

(f) headings to clauses do not affect the interpretation of the Contract or this document;

(g) if the Buyer or the Seller and any other person who is a Party consists of more than one person, then each of the two or more persons are liable both jointly and severally;

(h) reference to a person includes reference to:
  (1) a natural person;
  (2) a company; and
  (3) a body corporate constituted under any Act;

(i) if something must be done by or on a day which is not a Business Day, the day by or on which that thing must be done is the next Business Day;

(j) if a period of time is required to be calculated from or after a specific day, or from or after a day on which a specific event occurs, that day must not be included in the period;

(k) if a period of time is expressed to expire on or continue until a specified date, that date is included in the period;

(l) all warranties and representations continue to have effect after Settlement;

(m) reference to being entitled to possession of the Property includes being entitled to Rent from the Property;

(n) reference to a document being signed or to a Party being obliged to sign a document, is treated as requiring that the document be:
  (1) executed by a company or body corporate; or
  (2) signed by a natural person,
  in a manner which is:
  (3) legally effective (including under the *Electronic Transactions Act 2011* (WA)); and
  (4) if the document is required to be registered by Landgate, then in a manner acceptable for registration;

(o) reference to an Act includes:
  (1) any change to that Act or, if the Act is repealed, the Act replacing it, and
  (2) all subsidiary legislation under that Act;

(p) reference to a clause is a reference to a clause in this document; and

(q) reference to a subclause is a reference to a subclause in the clause in which the reference occurs.

JOINT FORM

This form of general conditions for the sale of land has been adopted jointly by The Law Society of Western Australia (Inc) and The Real Estate Institute of Western Australia (Inc). The copyright of these Conditions is the joint property of The Law Society of Western Australia (Inc) ('the Society') and The Real Estate Institute of Western Australia (Inc) ('REIWA') and neither the form nor any part of it may be used or reproduced without the consent of the Society and REIWA.

01/18

The Law Society of Western Australia
The voice of the legal profession in Western Australia

REIWA
REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA

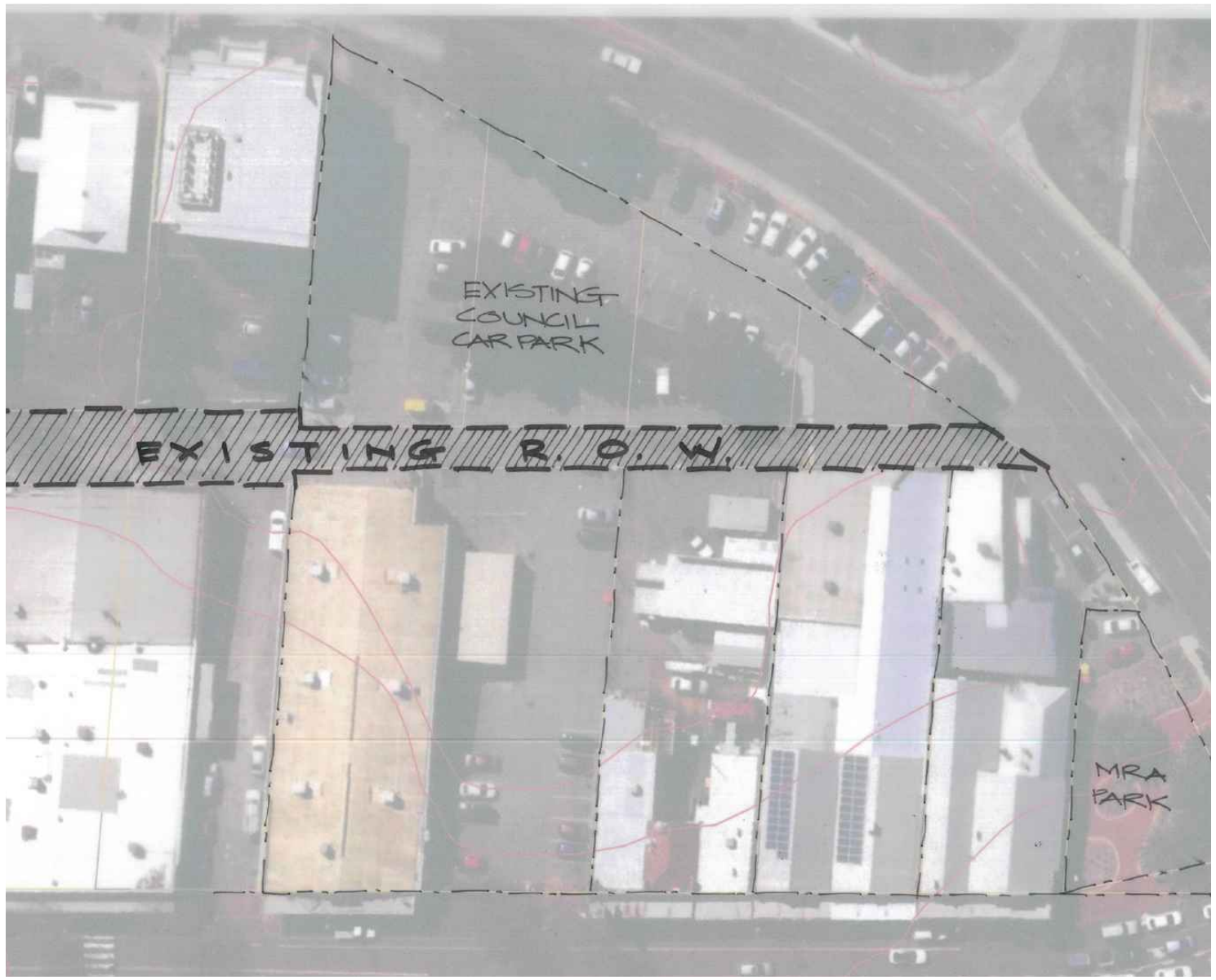
CLAYTON UTZ

Annexure B - Re-alignment plan

R.O.W. MODIFICATION

N

EXISTING R.O.W.



NTS

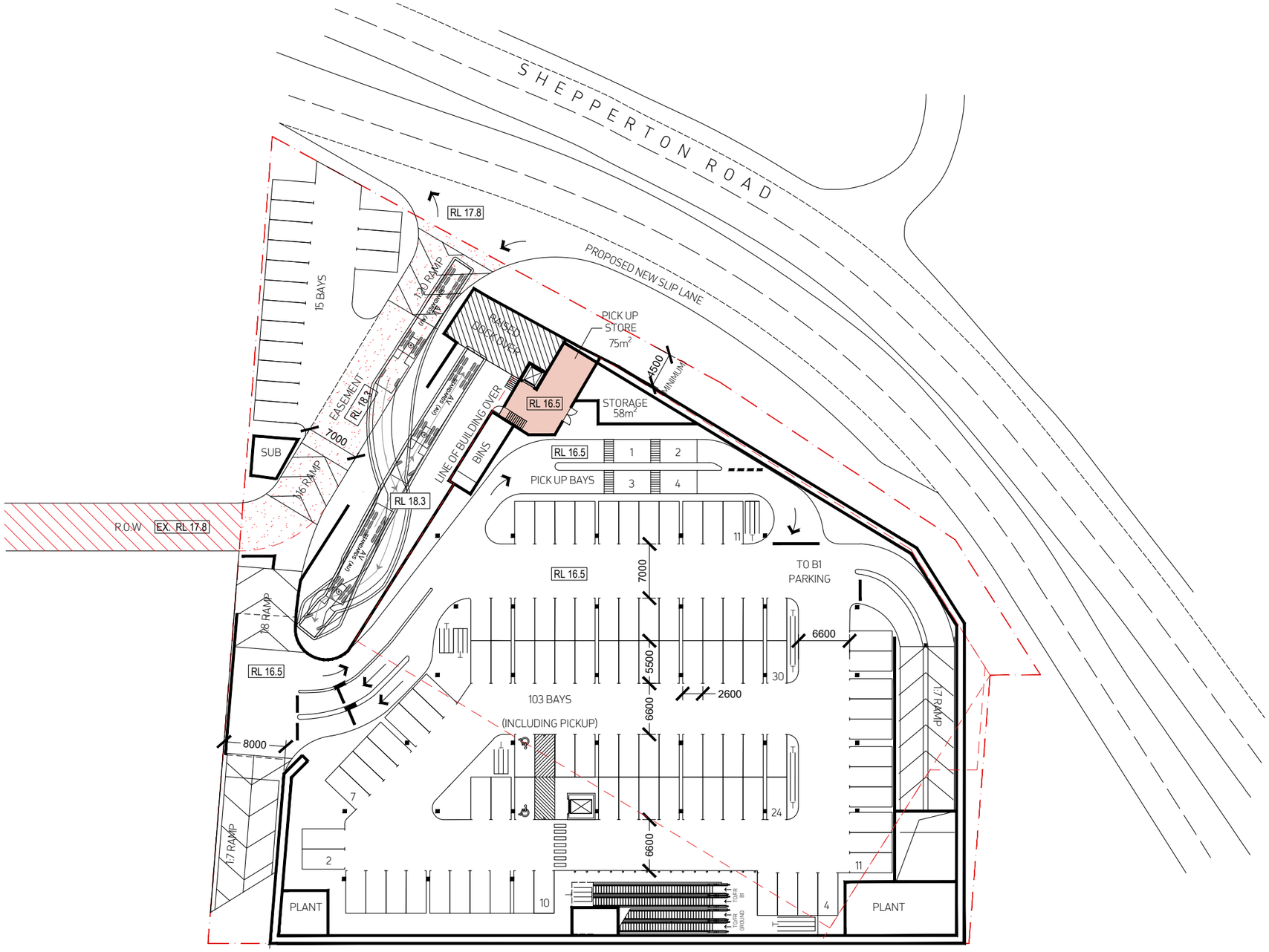
PROPOSED R.O.W.



NTS

ALBANY HWY AND SHEPPERTON RD, VIC TORIA PARK

Annexure C – Car Park plan



UNDERCROFT
WOOLWORTHS - ALBANY HWY, EAST VICTORIA PARK
REVISED SCHEME 3

Status: PRELIMINARY
Path: P:\43522 Woolworths Developments General\03 Production\05 Presentation Master files\WW Albany Hwy - East Vic Park\190829 Revised CAD sheets

Scale: 1:500 @A3

© Hames Sharley

North

Project: 43522
Drawing: SK03
Date: 10/10/2019

Hames Sharley

NOTE: SITE LEVELS ARE INDICATIVE ONLY AND SUBJECT TO MEASURED SURVEY. CLEARANCES TO RELOCATED UNDERGROUND SERVICES MAY IMPACT PROPOSED DRAWINGS

Municipal Fund Bank Account

Payments

Creditors Cheques

Payment	Date	Payee	Description	Amount
00608642	26-Sep-19	Alinta	Gas Usage Charges	494.85
00608627	4-Sep-19	Australian Institute Of Building	Conference and Workshop Enrolment	450.00
00608641	26-Sep-19	Info-Tech Research Group Pty Ltd	Software and IT Solutions	3,630.00
00608628	4-Sep-19	Registry of Births, Deaths and Marr	Library Services	50.00
00608640	19-Sep-19	Water Corporation	Water Usage Charges	5,336.48
			Total Creditors Cheques	**9,961.33**

Creditors EFT Payments

1455.3696-01	12-Sep-19	A D Higginbottom	Crossover Contribution	400.00
1454.2419-01	12-Sep-19	AAPT Limited	Communication Services	4,918.17
1454.1328-01	12-Sep-19	Abco Products Pty Ltd	Cleaning Services and Equipment	2,845.69
1450.3400-01	4-Sep-19	Academy Services (WA) Pty Ltd	Cleaning Services and Equipment	7,003.84
1454.3400-01	12-Sep-19	Academy Services (WA) Pty Ltd	Cleaning Services and Equipment	15,706.10
1454.4840-01	12-Sep-19	Altus Planning and Appeals	Planning and Building Services	2,090.00
1454.2774-01	12-Sep-19	Ampac Debt Recovery (WA) Pty Ltd	Financial Services	87.45
1454.5993-01	12-Sep-19	Ange Stannett Personal Training	Health Instructors	700.00
1461.5993-01	26-Sep-19	Ange Stannett Personal Training	Health Instructors	150.00
1450.4093-01	4-Sep-19	Aquatic Services WA Pty Ltd	Equipment Supply and Repair	3,542.00
1454.4093-01	12-Sep-19	Aquatic Services WA Pty Ltd	Equipment Supply and Repair	123,958.51
1461.6018-01	26-Sep-19	Arexion Pty Ltd	Fencing	2,850.00
1454.5281-01	12-Sep-19	Asahi Beverages Pty Ltd trading	Resale Inventory	421.82
1458.1954-01	19-Sep-19	Astro Synthetic Turf Pty Ltd	Landscaping Materials and Services	8,140.00
1454.1435-01	12-Sep-19	Atom Supply	Equipment Supply and Repair	310.37
1461.1435-01	26-Sep-19	Atom Supply	Equipment Supply and Repair	164.46
1458.5526-01	19-Sep-19	Aurora Environmental Perth	Environmental Services	1,276.00
1458.2248-01	19-Sep-19	Aussie Telecom	Software and IT Solutions	1,594.45
1458.272-01	19-Sep-19	Australia Day Council of WA	Membership and Subscription	2,898.50
1454.273-01	12-Sep-19	Australia Post	Postage Services	6,302.88
1458.6073-01	19-Sep-19	Australian and New Zealand Sports L	Conference and Workshop Enrolment	350.00
1454.1158-01	12-Sep-19	Australian Hvac Services	Equipment Supply and Repair	2,111.41
1450.13-01	4-Sep-19	Australian Institute of Management	Training Services	13,018.50
1453.98000-0	4-Sep-19	Australian Taxation Office	Taxation	176,181.20
1459.98000-0	19-Sep-19	Australian Taxation Office	Taxation	172,378.40
1450.3881-01	4-Sep-19	AWB Building Co	Facility Maintenance Services	1,425.88
1454.3881-01	12-Sep-19	AWB Building Co	Facility Maintenance Services	4,359.28
1458.3881-01	19-Sep-19	AWB Building Co	Facility Maintenance Services	213.82
1461.3881-01	26-Sep-19	AWB Building Co	Facility Maintenance Services	2,357.83
1462.6095-01	26-Sep-19	B R Gohil	Refund - Memberships	36.00
1454.192-01	12-Sep-19	Beacon Equipment	Machinery Servicing and Parts	59.00
1454.280-01	12-Sep-19	Beaver Tree Services	Landscaping Materials and Services	12,679.99
1458.5155-01	19-Sep-19	Bin Bath Corporation Pty Ltd	Waste Management Services	173.80
1454.283-01	12-Sep-19	Blackwell & Associates Pty Ltd	Planning and Building Services	756.25
1454.286-01	12-Sep-19	Bob Jane T-Mart Victoria Park	Tyres	2,481.00
1454.287-01	12-Sep-19	BOC Limited	Equipment Supply and Repair	2,587.16
1461.333-01	26-Sep-19	Boral Construction Materials Group	Road Construction Materials and Services	165.78
1456.2093-01	12-Sep-19	BP Australia Pty Ltd	Fuel and Oils	5,111.83
1454.442-01	12-Sep-19	Bucher Municipal Pty Ltd	Plant Supply and Servicing	236.83
1454.290-01	12-Sep-19	Bunnings Building Supplies Pty Ltd	Equipment Supply and Repair	49.31
1458.290-01	19-Sep-19	Bunnings Building Supplies Pty Ltd	Equipment Supply and Repair	77.33
1461.290-01	26-Sep-19	Bunnings Building Supplies Pty Ltd	Equipment Supply and Repair	233.31
1461.1781-01	26-Sep-19	Burgess Rawson Pty Ltd	Professional Services	550.00
1454.3354-01	12-Sep-19	Burswood Isuzu Ute	Plant Supply and Servicing	388.42
1462.6101-01	26-Sep-19	C Hodgson	Refund - Rates	572.00
1449.398-01	4-Sep-19	C N Anderson	Member Payment	2,244.54
1461.785-01	26-Sep-19	CA Technology Pty Ltd (CAMMS Group)	Software and IT Solutions	24,163.81
1454.279-01	12-Sep-19	Caltex Aust Limited	Fuel and Oils	10,792.35
1461.4046-01	26-Sep-19	Canvale Pty Ltd	Furniture Supply and Repair	3,520.00
1461.345-01	26-Sep-19	Captivate Global	Software and IT Solutions	934.43
1454.1129-01	12-Sep-19	Cardno (WA) Pty Ltd	Engineering & Surveying Services	2,468.40
1454.5680-01	12-Sep-19	Catfish Designs	Uniforms and Protective Equipment	473.80
1458.6027-01	19-Sep-19	Cavalier Art & Drafting Supplies Pt	Library Equipment and Stock	764.80
1450.1503-01	4-Sep-19	CCM Furniture Pty Ltd t/as CCM Clea	Cleaning Services and Equipment	16,388.46

Payment	Date	Payee	Description	Amount
1454.1503-01	12-Sep-19	CCM Furniture Pty Ltd t/as CCM Clea	Cleaning Services and Equipment	2,530.02
1458.1503-01	19-Sep-19	CCM Furniture Pty Ltd t/as CCM Clea	Cleaning Services and Equipment	4,917.00
1461.1503-01	26-Sep-19	CCM Furniture Pty Ltd t/as CCM Clea	Cleaning Services and Equipment	594.00
1458.3532-01	19-Sep-19	CCR Commerical Pty Ltd	Equipment Supply and Repair	478.50
1454.1044-01	12-Sep-19	City of Armadale	Printing Services	1,834.09
1454.369-01	12-Sep-19	City of Perth	Local Government Services	29,651.57
1461.369-01	26-Sep-19	City of Perth	Local Government Services	27,333.77
1450.711-01	4-Sep-19	City of Wanneroo	Rates	28,678.43
1454.511-01	12-Sep-19	City Subaru	Plant Supply and Servicing	1,196.05
1461.511-01	26-Sep-19	City Subaru	Plant Supply and Servicing	28,320.15
1454.466-01	12-Sep-19	Civica Pty Ltd	Software and IT Solutions	1,303.78
1454.2342-01	12-Sep-19	Clark Rubber Cannington	Facility Maintenance Services	419.00
1454.629-01	12-Sep-19	Clever Patch Pty Ltd	Library Equipment and Stock	434.79
1461.629-01	26-Sep-19	Clever Patch Pty Ltd	Library Equipment and Stock	159.16
1454.5770-01	12-Sep-19	CoastMac Trailers	Plant Supply and Servicing	5,570.00
1462.6091-01	26-Sep-19	Complete Approvals	Refund - Application Fee	147.00
1461.216-01	26-Sep-19	Connect Call Centre Services	Communication Services	1,216.22
1454.413-01	12-Sep-19	Construction Training Fund	Levy Payments	4,824.61
1454.689-01	12-Sep-19	Copley Contracting	Road Construction Materials and Services	5,104.00
1454.209-01	12-Sep-19	Coretex Australia Pty Ltd	Software and IT Solutions	435.60
1450.2186-01	4-Sep-19	Cornerstone Legal Pty Ltd	Legal Services	641.48
1458.2186-01	19-Sep-19	Cornerstone Legal Pty Ltd	Legal Services	1,430.00
1461.2186-01	26-Sep-19	Cornerstone Legal Pty Ltd	Legal Services	625.40
1461.1735-01	26-Sep-19	Covs Parts Pty Ltd	Machinery Servicing and Parts	1,865.32
1458.1807-01	19-Sep-19	Crow Books	Library Equipment and Stock	86.70
1454.478-01	12-Sep-19	CSP Industries Pty Ltd	Machinery Servicing and Parts	9,727.00
1461.478-01	26-Sep-19	CSP Industries Pty Ltd	Machinery Servicing and Parts	232.00
1461.5881-01	26-Sep-19	D.B.Cunningham Pty Ltd	Construction Services	754,262.09
1454.5267-01	12-Sep-19	Daniels Health Services Pty Ltd	Waste Management Services	59.40
1450.723-01	4-Sep-19	Data#3 Limited	Software and IT Solutions	333.48
1454.723-01	12-Sep-19	Data#3 Limited	Software and IT Solutions	687.09
1454.4112-01	12-Sep-19	Dave Lanfear Consulting - The Trust	Professional Services	6,553.80
1458.2489-01	19-Sep-19	David's Garden Centre	Landscaping Materials and Services	286.00
1454.426-01	12-Sep-19	Daytone Printing Pty Ltd	Printing Services	481.80
1458.426-01	19-Sep-19	Daytone Printing Pty Ltd	Printing Services	657.80
1454.4899-01	12-Sep-19	Decanter Pty Ltd	Catering and Refreshments	3,650.00
1454.4369-01	12-Sep-19	Delissimo	Catering and Refreshments	135.00
1461.4369-01	26-Sep-19	Delissimo	Catering and Refreshments	220.00
1454.346-01	12-Sep-19	Della's Group Pty Ltd	Printing Services	962.50
1454.263-01	12-Sep-19	Department of Fire and Emergency	Levy Payments	2,264,406.84
1454.5435-01	12-Sep-19	Department of Mines, Industry	Levy Payments	34,914.64
1450.2143-01	4-Sep-19	Department of Planning - Developmen	Town Planning Services	11,206.00
1461.2143-01	26-Sep-19	Department of Planning - Developmen	Town Planning Services	241.00
1461.708-01	26-Sep-19	Department of Transport	Licencing and Subscriptions	1,244.80
1461.4216-01	26-Sep-19	Dienst Consulting	Software and IT Solutions	30,070.94
1454.1372-01	12-Sep-19	Direct Coffee Supplies	Amenities	830.00
1454.5873-01	12-Sep-19	Dominos Pizza	Catering and Refreshments	230.30
1454.5892-01	12-Sep-19	Domus Nursery	Landscaping Materials and Services	689.26
1454.756-01	12-Sep-19	Dormakaba Australia Pty Ltd	Machinery Servicing and Parts	198.00
1454.4697-01	12-Sep-19	Downer EDI Engineering Power Pty Lt	Fire Alarm and Security Services	1,085.26
1461.4697-01	26-Sep-19	Downer EDI Engineering Power Pty Lt	Fire Alarm and Security Services	280.50
1454.1624-01	12-Sep-19	Dowsing Concrete	Road Construction Materials and Services	45,621.25
1458.1624-01	19-Sep-19	Dowsing Concrete	Road Construction Materials and Services	104,781.81
1458.5226-01	19-Sep-19	Drainflow Services Pty Ltd	Drainage	616.00
1454.2375-01	12-Sep-19	Dynasty Embroidery (Australia) Pty	Uniforms and Protective Equipment	1,197.35
1458.355-01	19-Sep-19	E Fire & Safety	Fire Alarm and Security Services	214.50
1453.3243-01	4-Sep-19	EasiSalary Pty Ltd trading as Expre	Superannuation & Employee Deductions	11,391.08
1459.3243-01	19-Sep-19	EasiSalary Pty Ltd trading as Expre	Superannuation & Employee Deductions	11,391.08
1454.5851-01	12-Sep-19	Ecoscape (Australia) Pty Ltd	Design and Drafting Services	5,610.00
1461.1107-01	26-Sep-19	Element Advisory Pty Ltd	Professional Services	2,777.50
1454.2372-01	12-Sep-19	Empire Estate Agent	Refund - Rates	834.28
1454.5731-01	12-Sep-19	Empowering Participation Pty Ltd	Service	3,720.00
1461.4752-01	26-Sep-19	Enzed Welshpool	Equipment Supply and Repair	281.91
1454.6053-01	12-Sep-19	Event and Conference Co.	Conference and Workshop Enrolment	1,598.00
1461.541-01	26-Sep-19	Fennell Tyres Inernational Pty Ltd	Tyres	47.00
1461.6023-01	26-Sep-19	FHSI Architects Pty Ltd	Professional Services	6,600.00

Payment	Date	Payee	Description	Amount
1450.5086-01	4-Sep-19	Filterco Pty Ltd	Equipment Supply and Repair	116.39
1461.5086-01	26-Sep-19	Filterco Pty Ltd	Equipment Supply and Repair	116.39
1461.621-01	26-Sep-19	Fleet Fitness	Equipment Supply and Repair	401.50
1454.4259-01	12-Sep-19	Flexi Staff Pty Ltd	Agency and Contract Staff	381.02
1458.4259-01	19-Sep-19	Flexi Staff Pty Ltd	Agency and Contract Staff	1,956.68
1461.4259-01	26-Sep-19	Flexi Staff Pty Ltd	Agency and Contract Staff	1,524.05
1461.3191-01	26-Sep-19	Flick Anticimex Pty Ltd	Waste Management Services	712.47
1450.2388-01	4-Sep-19	Flight Centre	Travelling Expenses	862.00
1454.4417-01	12-Sep-19	Forum Group Pty Ltd	Printing Services	3,286.36
1457.6067-01	19-Sep-19	Franny's Moving Kitchen t/as Burnin	Refund - Registration	86.00
1458.371-01	19-Sep-19	Frazzcon Enterprises	Sign Installation and Supply	7,743.80
1462.6092-01	26-Sep-19	Fruition Design and Build Pty Ltd	Refund - Application Fee	723.00
1454.2701-01	12-Sep-19	Full Steam Ahead Ironing Service	Cleaning Services and Equipment	203.50
1458.2701-01	19-Sep-19	Full Steam Ahead Ironing Service	Cleaning Services and Equipment	277.90
1454.5956-01	12-Sep-19	Future Shelter	Equipment Supply and Repair	1,290.30
1458.5780-01	19-Sep-19	Go Doors Pty Ltd (T/As Go Doors)	Facility Maintenance Services	577.50
1454.5679-01	12-Sep-19	Good Samaritan Industries	Equipment Supply and Repair	363.88
1454.682-01	12-Sep-19	Green Skills	Agency and Contract Staff	1,447.05
1454.6025-01	12-Sep-19	Greenbatch Foundation Ltd	Event Performance and Activity	550.00
1454.3842-01	12-Sep-19	Griffon Alpha Group Pty Ltd	Fire Alarm and Security Services	352.00
1454.453-01	12-Sep-19	Gronbek Security	Fire Alarm and Security Services	860.03
1461.453-01	26-Sep-19	Gronbek Security	Fire Alarm and Security Services	15.00
1450.5870-01	4-Sep-19	Happiness Co Pty	Health Services	500.00
1458.616-01	19-Sep-19	Hart Sport	Equipment Supply and Repair	201.90
1461.364-01	26-Sep-19	Holcim (Australia) Pty Ltd	Road Construction Materials and Services	616.44
1454.3079-01	12-Sep-19	Human Synergistics Australia Pty Lt	Human Resource Services	778.69
1454.3796-01	12-Sep-19	Iconic Property Services	Cleaning Services and Equipment	18,259.11
1458.3796-01	19-Sep-19	Iconic Property Services	Cleaning Services and Equipment	2,425.20
1454.6039-01	12-Sep-19	ID Cardworld Pty Ltd	Office Supplies	78.10
1454.4685-01	12-Sep-19	ILX Group Pty Ltd	Training Services	7,695.05
1461.4685-01	26-Sep-19	ILX Group Pty Ltd	Training Services	5,836.05
1454.210-01	12-Sep-19	Indoor Gardens Pty Ltd	Landscaping Materials and Services	1,100.00
1454.217-01	12-Sep-19	Interconnect It Solutions	Equipment Supply and Repair	121.00
1461.5903-01	26-Sep-19	InterStream Pty Ltd	Media Services	1,386.00
1461.4837-01	26-Sep-19	Iron Mountain Australia Group Pty L	Record Management Services	1,512.29
1454.684-01	12-Sep-19	Isubscribe Pty Ltd	Library Equipment and Stock	154.00
1454.284-01	12-Sep-19	J Blackwoods & Sons Pty Ltd	Uniforms and Protective Equipment	813.02
1461.284-01	26-Sep-19	J Blackwoods & Sons Pty Ltd	Uniforms and Protective Equipment	197.73
1461.757-01	26-Sep-19	J Tagz Pty Ltd	Equipment Supply and Repair	842.60
1454.4932-01	12-Sep-19	Jack Brickpaving & Reinstating Pty	Landscaping Materials and Services	2,599.80
1461.222-01	26-Sep-19	Jackson McDonald Lawyers	Legal Services	3,840.05
1454.5790-01	12-Sep-19	Jamor (WA) Pty Ltd t/as Unlimited T	Towing Services	93.50
1450.2432-01	4-Sep-19	Jim's Mowing (Cloverdale)	Landscaping Materials and Services	180.00
1458.2432-01	19-Sep-19	Jim's Mowing (Cloverdale)	Landscaping Materials and Services	102.00
1461.229-01	26-Sep-19	John Hughes Service	Plant Supply and Servicing	433.00
1449.4603-01	4-Sep-19	K A Vernon	Member Payment	2,244.54
1454.5720-01	12-Sep-19	K2 Audio Visual	Photography and Imaging Services	38,469.33
1454.3923-01	12-Sep-19	Kensington PCYC	Community Service	5,406.12
1461.3007-01	26-Sep-19	Key Media Pty Ltd	Conference and Workshop Enrolment	2,189.00
1460.5268-01	20-Sep-19	Kleenheat Gas	Gas Usage Charges	17,413.55
1454.232-01	12-Sep-19	K-Line Fencing Group t/a Kalamunda	Fencing	4,944.50
1461.2337-01	26-Sep-19	Kmart	Equipment Supply and Repair	115.00
1454.241-01	12-Sep-19	Kool-Line Electrical & Refrigeratio	Electrical Services and Maintenance	2,596.50
1460.2814-01	20-Sep-19	Landfill Gas & Power Pty Ltd	Electricity Usage Charges	43,717.60
1463.2814-01	26-Sep-19	Landfill Gas & Power Pty Ltd	Electricity Usage Charges	38,878.95
1461.501-01	26-Sep-19	Landgate	Local Government Services	1,192.71
1454.246-01	12-Sep-19	Landmark Operations Limited	Environmental Services	836.00
1454.4106-01	12-Sep-19	Le Charme Pty Ltd	Crossover Contribution	640.00
1458.4106-01	19-Sep-19	Le Charme Pty Ltd	Crossover Contribution	2,400.00
1454.251-01	12-Sep-19	Leisure Institute of Wa Aquatic Inc	Membership and Subscription	3,000.00
1458.252-01	19-Sep-19	Les Mills Asia Pacific	Licencing and Subscriptions	694.84
1461.252-01	26-Sep-19	Les Mills Asia Pacific	Licencing and Subscriptions	1,154.08
1458.5077-01	19-Sep-19	LG Professionals Australia	Training Services	531.00
1454.5366-01	12-Sep-19	Lifeskills Australia	Human Resource Services	1,408.00
1458.5366-01	19-Sep-19	Lifeskills Australia	Human Resource Services	1,232.00
1461.5366-01	26-Sep-19	Lifeskills Australia	Human Resource Services	1,936.00

Payment	Date	Payee	Description	Amount
1454.4860-01	12-Sep-19	LinkedIn Singapore PTE LTD	Human Resource Services	3,806.00
1461.4984-01	26-Sep-19	Links Modular Solutions Pty Ltd	Software and IT Solutions	21,945.00
1454.547-01	12-Sep-19	LO GO Appointments	Agency and Contract Staff	6,017.00
1458.547-01	19-Sep-19	LO GO Appointments	Agency and Contract Staff	1,593.24
1461.547-01	26-Sep-19	LO GO Appointments	Agency and Contract Staff	8,707.69
1454.322-01	12-Sep-19	Local Government Planners Associati	Local Government Services	340.00
1454.3967-01	12-Sep-19	Local Government Professionals	Membership and Subscription	531.00
1461.3967-01	26-Sep-19	Local Government Professionals	Membership and Subscription	185.00
1458.261-01	19-Sep-19	Local Health Authorities Analytical	Health Services	9,274.12
1454.457-01	12-Sep-19	Lochness Pty Ltd	Landscaping Materials and Services	42,627.21
1454.687-01	12-Sep-19	Love Grid Badminton Academy Inc	Equipment Supply and Repair	531.25
1461.5339-01	26-Sep-19	M.P. Rogers & Associates Pty Ltd	Engineering & Surveying Services	7,775.19
1454.2515-01	12-Sep-19	Maia Financial Pty Ltd	Equipment Hire	23,315.57
1461.2515-01	26-Sep-19	Maia Financial Pty Ltd	Equipment Hire	4,306.01
1454.930-01	12-Sep-19	Malcolm & Caril Barker	Landscaping Materials and Services	1,540.00
1454.3209-01	12-Sep-19	Manheim Auctions Australia Pty Ltd	Plant Supply and Servicing	55.00
1454.1693-01	12-Sep-19	Marketforce Pty Ltd	Advertising Services	2,319.61
1458.1693-01	19-Sep-19	Marketforce Pty Ltd	Advertising Services	824.32
1454.317-01	12-Sep-19	Marlbroh Bingo Enterprises	Bingo Costs	6,355.55
1461.317-01	26-Sep-19	Marlbroh Bingo Enterprises	Bingo Costs	1,530.50
1461.2538-01	26-Sep-19	Marshall Beattie Pty Ltd	Equipment Supply and Repair	374.00
1454.3749-01	12-Sep-19	Max & Claire Pty Ltd trading as Erg	Equipment Supply and Repair	204.05
1461.3749-01	26-Sep-19	Max & Claire Pty Ltd trading as Erg	Equipment Supply and Repair	143.21
1454.319-01	12-Sep-19	McLeods	Legal Services	31,573.98
1458.319-01	19-Sep-19	McLeods	Legal Services	6,365.85
1454.3981-01	12-Sep-19	Melville Subaru	Plant Supply and Servicing	27,420.99
1454.600-01	12-Sep-19	Message4U Pty Ltd	Communication Services	290.95
1450.3408-01	4-Sep-19	Michael Page International	Agency and Contract Staff	6,085.17
1454.3408-01	12-Sep-19	Michael Page International	Agency and Contract Staff	5,061.99
1458.3408-01	19-Sep-19	Michael Page International	Agency and Contract Staff	6,772.07
1461.3408-01	26-Sep-19	Michael Page International	Agency and Contract Staff	10,442.36
1461.1568-01	26-Sep-19	Milford Framers	Printing Services	1,580.41
1454.189-01	12-Sep-19	Mindarie Regional Council	Waste Management Services	49,846.79
1458.189-01	19-Sep-19	Mindarie Regional Council	Waste Management Services	98,947.16
1461.189-01	26-Sep-19	Mindarie Regional Council	Waste Management Services	53,010.54
1462.6103-01	26-Sep-19	Miss M B Tiwari	Refund - Fees and Charges	98.40
1461.190-01	26-Sep-19	Movies By Burswood (Inc)	Sponsorship	19,250.00
1461.1930-01	26-Sep-19	Mr A P Johnston	Staff Payments and Reimbursement	75.95
1462.6086-01	26-Sep-19	Mr A Pirozzi	Refund - Rates	59.50
1451.6045-01	4-Sep-19	Mr B C Thompson	Refund - Rates	1,798.87
1449.2475-01	4-Sep-19	Mr B Oliver	Member Payment	2,244.54
1455.6071-01	12-Sep-19	Mr C D Peters	Refund - Rates	1,927.36
1462.6090-01	26-Sep-19	Mr C Proctor & Ms D L Butcher	Fencing	545.90
1455.6070-01	12-Sep-19	Mr D P Yu King Kan	Refund - Rates	2,590.82
1458.4533-01	19-Sep-19	Mr F Squadrito	Staff Payments and Reimbursement	127.50
1462.6102-01	26-Sep-19	Mr G D Sadri & Ms J G Sadri	Refund - Rates	2,549.14
1454.1508-01	12-Sep-19	Mr G J Pattrick	Staff Payments and Reimbursement	18.17
1455.4595-01	12-Sep-19	Mr G Smith	Donation-Individual	200.00
1449.3202-01	4-Sep-19	Mr J Jacobs	Member Payment	2,244.54
1455.5276-01	12-Sep-19	Mr J R Davis	Refund - Rates	600.00
1451.6037-01	4-Sep-19	Mr K Shalaby	Refund - Registration	86.00
1454.5886-01	12-Sep-19	Mr L J O'Neill	Staff Payments and Reimbursement	56.05
1455.5885-01	12-Sep-19	Mr M R Cole	Telephone Usage Charges	386.41
1462.5064-01	26-Sep-19	Mr R Danesfaleh	Security Incentive Scheme	200.00
1462.6088-01	26-Sep-19	Mr R Eastman	Refund - Fees and Charges	180.00
1450.6033-01	4-Sep-19	Mr R Harris	Adopt a Verge Rebate	500.00
1457.6077-01	19-Sep-19	Mr R J Ellis	Security Incentive Scheme	140.00
1451.6050-01	4-Sep-19	Mr R K Dowling	Refund - Rates	74.26
1454.5990-01	12-Sep-19	Mr S A Hawke	Event Performance and Activity	330.00
1461.2463-01	26-Sep-19	Mr S Nannup	Event Performance and Activity	550.00
1455.6060-01	12-Sep-19	Mr T Dickinson	Refund - Fees and Charges	75.00
1449.178-01	4-Sep-19	Mr T S Vaughan	Member Payment	8,221.61
1462.2479-01	26-Sep-19	Mr V G Maxwell	Refund - Rates	13,000.00
1455.6058-01	12-Sep-19	Mr V J Pelligra	Refund - Rates	59.50
1462.6105-01	26-Sep-19	Mr W Timmermann	Refund - Fees and Charges	29.60
1462.5087-01	26-Sep-19	Mrs G S Fuller & Mr T B Fuller	Security Incentive Scheme	70.00

Payment	Date	Payee	Description	Amount
1449.3203-01	4-Sep-19	Mrs J Ammons-Noble	Member Payment	2,244.54
1451.6046-01	4-Sep-19	Mrs J L Morrison	Security Incentive Scheme	200.00
1457.6076-01	19-Sep-19	Mrs M L Rankin	Refund - Rates	166.65
1462.6089-01	26-Sep-19	Ms A C Pugliese	Security Incentive Scheme	200.00
1462.6087-01	26-Sep-19	Ms A Webb	Refund - Fees and Charges	140.00
1458.5995-01	19-Sep-19	Ms B I	Staff Payments and Reimbursement	221.85
1449.4601-01	4-Sep-19	Ms B L Ife	Member Payment	2,244.54
1455.6059-01	12-Sep-19	Ms D J Lyon	Refund - Fees and Charges	58.00
1455.6051-01	12-Sep-19	Ms J A Matthews	Refund - Infringement	60.00
1455.6052-01	12-Sep-19	Ms J C Pascoe	Adopt a Verge Rebate	500.00
1450.5420-01	4-Sep-19	Ms J Wiscombe	Event Performance and Activity	360.00
1457.6066-01	19-Sep-19	Ms K Karlsson & H Karlsson	Crossover Contribution	400.00
1457.6064-01	19-Sep-19	Ms L Baillard	Refund - Fees and Charges	61.68
1457.6079-01	19-Sep-19	Ms L Brook	Security Incentive Scheme	140.00
1462.6085-01	26-Sep-19	Ms L F Tam	Refund - Rates	1,025.68
1451.5950-01	4-Sep-19	Ms M Nups	Refund - Fees and Charges	71.04
1455.6065-01	12-Sep-19	Ms M Thomas	Refund - Rates	1,850.27
1454.5825-01	12-Sep-19	Ms N Grey-Smith	Event Performance and Activity	200.00
1462.6104-01	26-Sep-19	Ms N Zohab	Refund - Fees and Charges	16.00
1449.4602-01	4-Sep-19	Ms R A Potter	Member Payment	2,244.54
1457.6078-01	19-Sep-19	Ms S A Haste	Security Incentive Scheme	175.00
1462.4484-01	26-Sep-19	Ms S Parkinson	Event Performance and Activity	200.00
1450.3010-01	4-Sep-19	Ms S White	Art and Event	700.00
1449.1601-01	4-Sep-19	Ms V Potter	Member Payment	3,572.80
1461.3850-01	26-Sep-19	Nature Playgrounds	Equipment Supply and Repair	3,960.00
1454.2160-01	12-Sep-19	Neil Urry	Health Instructors	720.00
1454.3970-01	12-Sep-19	Netstar Australia Pty Ltd t/a Pinpo	Fleet Management Services	302.50
1461.5938-01	26-Sep-19	Non Profit Training P/L	Training Services	1,815.00
1461.201-01	26-Sep-19	OCLC (UK) Ltd	Software and IT Solutions	6,183.41
1461.5443-01	26-Sep-19	Octagon Lifts Pty Ltd	Facility Maintenance Services	52,195.00
1454.202-01	12-Sep-19	Officeworks Superstores Pty Ltd	Office Supplies	2,395.97
1458.202-01	19-Sep-19	Officeworks Superstores Pty Ltd	Office Supplies	53.20
1461.202-01	26-Sep-19	Officeworks Superstores Pty Ltd	Office Supplies	880.00
1454.5312-01	12-Sep-19	OpenForms Pty Ltd	Software and IT Solutions	78.10
1460.2188-01	20-Sep-19	Optus Billing Services Pty Ltd	Telephone Usage Charges	5,492.42
1461.661-01	26-Sep-19	Ovato Print Pty Ltd trading as PMP	Printing Services	732.89
1454.207-01	12-Sep-19	Oven Sparkle Pty Ltd	Cleaning Services and Equipment	990.00
1458.4584-01	19-Sep-19	Owen's Painting Services Pty Ltd	Painting Services	880.00
1461.4584-01	26-Sep-19	Owen's Painting Services Pty Ltd	Painting Services	418.00
1454.2554-01	12-Sep-19	Paperbark Technologies Pty Ltd	Parking Management Services	12,911.10
1461.2554-01	26-Sep-19	Paperbark Technologies Pty Ltd	Parking Management Services	330.00
1454.475-01	12-Sep-19	Parkland Mazda	Plant Supply and Servicing	340.00
1461.1967-01	26-Sep-19	Pember Wilson Eftos	Valuation Services	550.00
1457.6069-01	19-Sep-19	Perry Lakes Hawks Basketball Associ	Refund - Memberships	75.00
1450.401-01	4-Sep-19	Perth Cricket Club Inc	Facility Maintenance Services	17,160.00
1454.401-01	12-Sep-19	Perth Cricket Club Inc	Facility Maintenance Services	17,160.00
1454.647-01	12-Sep-19	Perth Football Club Inc	Contributions	27,500.00
1454.1946-01	12-Sep-19	Perth Safety Products	Uniforms and Protective Equipment	167.20
1461.6044-01	26-Sep-19	Perth Scale	Equipment Supply and Repair	423.50
1454.4264-01	12-Sep-19	Perth Stadium	Event Performance and Activity	3,350.01
1454.5607-01	12-Sep-19	Phase3 Landscape Construction Pty L	Landscaping Materials and Services	143,054.34
1458.5607-01	19-Sep-19	Phase3 Landscape Construction Pty L	Landscaping Materials and Services	964.07
1461.5607-01	26-Sep-19	Phase3 Landscape Construction Pty L	Landscaping Materials and Services	1,955.81
1458.1418-01	19-Sep-19	Planning Institute of Australia	Membership and Subscription	184.00
1461.482-01	26-Sep-19	PLE Computers	Software and IT Solutions	15.00
1454.3317-01	12-Sep-19	PR Power Pty Ltd	Electrical Services and Maintenance	558.25
1454.677-01	12-Sep-19	Premier Glass & Mirrors	Facility Maintenance Services	5,447.75
1454.5397-01	12-Sep-19	Prestige Mobile Sandblasting Pty Lt	Cleaning Services and Equipment	247.50
1454.5406-01	12-Sep-19	PropertyESP Pty Ltd	Sponsorship	5,500.00
1454.746-01	12-Sep-19	Quick Corporate Australia	Office Supplies	614.33
1458.746-01	19-Sep-19	Quick Corporate Australia	Office Supplies	121.51
1461.746-01	26-Sep-19	Quick Corporate Australia	Office Supplies	495.80
1458.2267-01	19-Sep-19	Quick Mail	Postage Services	549.12
1454.987-01	12-Sep-19	Reface Industries Pty Ltd	Equipment Supply and Repair	78.21
1454.2457-01	12-Sep-19	Reino International Pty Ltd	Parking Equipment and Supplies	206.80
1458.4397-01	19-Sep-19	Remote Civils Australia	Footpath Materials and Construction	328,475.64

Payment	Date	Payee	Description	Amount
1461.5421-01	26-Sep-19	Reverberate Consulting	Noise Monitoring and Analysis	22,687.50
1450.1041-01	4-Sep-19	Rome Energy & Environment Pty Ltd	Planning and Building Services	687.50
1454.3146-01	12-Sep-19	Rosevale Electrical Pty Ltd	Electrical Services and Maintenance	7,454.00
1461.3146-01	26-Sep-19	Rosevale Electrical Pty Ltd	Electrical Services and Maintenance	572.00
1454.6026-01	12-Sep-19	Royal Western Australian Historical	Library Services	95.00
1461.6026-01	26-Sep-19	Royal Western Australian Historical	Library Services	106.00
1450.950-01	4-Sep-19	RSEA Pty Ltd	Uniforms and Protective Equipment	128.20
1454.1740-01	12-Sep-19	Sage Consulting Engineers	Design and Drafting Services	3,355.00
1454.114-01	12-Sep-19	SAI Global Limited	Membership and Subscription	318.01
1454.5641-01	12-Sep-19	Sandbox Productions	Photography and Imaging Services	5,461.50
1454.2455-01	12-Sep-19	Scott Print	Printing Services	82.50
1450.1816-01	4-Sep-19	Secure Cash trading as Cash in Tran	Financial Services	2,818.50
1454.1816-01	12-Sep-19	Secure Cash trading as Cash in Tran	Financial Services	694.10
1458.1816-01	19-Sep-19	Secure Cash trading as Cash in Tran	Financial Services	154.00
1454.1809-01	12-Sep-19	Secure Pay	Financial Services	5,500.00
1461.2367-01	26-Sep-19	SEM Distribution	Equipment Supply and Repair	115.60
1454.354-01	12-Sep-19	Sigma Chemicals	Equipment Supply and Repair	1,069.33
1458.354-01	19-Sep-19	Sigma Chemicals	Equipment Supply and Repair	844.25
1454.122-01	12-Sep-19	Signarama Burswood	Sign Installation and Supply	330.00
1461.122-01	26-Sep-19	Signarama Burswood	Sign Installation and Supply	751.81
1457.6075-01	19-Sep-19	Silent Name &	Refund - Application Fee	147.00
1454.127-01	12-Sep-19	Slater Gartrell Sports	Equipment Supply and Repair	99.00
1461.6062-01	26-Sep-19	Sleeping Tiger Pty Ltd T/A Unique	Painting Services	147.40
1454.2493-01	12-Sep-19	Sonic HealthPlus Pty Ltd - Osborne	Medical Equipment and Services	728.20
1454.605-01	12-Sep-19	Soundpack Solutions	Office Supplies	233.20
1458.134-01	19-Sep-19	Speedo Australia Pty Ltd	Resale Inventory	1,122.00
1454.6042-01	12-Sep-19	Starmix Holdings Pty Ltd - Image	Construction Services	5,682.60
1454.3985-01	12-Sep-19	Subaru Osborne Park and Osborne Par	Plant Supply and Servicing	26,269.95
1454.141-01	12-Sep-19	Sunny Sign Company Pty Ltd	Sign Installation and Supply	11.66
1461.141-01	26-Sep-19	Sunny Sign Company Pty Ltd	Sign Installation and Supply	736.61
1461.5282-01	26-Sep-19	Surekleen Products Sales Pty Ltd	Cleaning Services and Equipment	899.94
1454.4550-01	12-Sep-19	Sushi Time (Australia) Pty Ltd	Catering and Refreshments	136.50
1454.5769-01	12-Sep-19	Swan Smash Repairs	Plant Supply and Servicing	500.00
1450.2109-01	4-Sep-19	Swan Towing	Towing Services	385.00
1461.2109-01	26-Sep-19	Swan Towing	Towing Services	99.00
1454.3780-01	12-Sep-19	Swansea Street Markets	Amenities	243.54
1461.3780-01	26-Sep-19	Swansea Street Markets	Amenities	120.66
1452.144-01	4-Sep-19	Synergy	Electricity Usage Charges	5,224.51
1460.144-01	20-Sep-19	Synergy	Electricity Usage Charges	64,648.13
1463.144-01	26-Sep-19	Synergy	Electricity Usage Charges	9,652.01
1454.714-01	12-Sep-19	T & C Transport Service	Courier Services	66.33
1454.1191-01	12-Sep-19	Talbot Walsh Engraving and Signs	Sign Installation and Supply	478.50
1461.5244-01	26-Sep-19	TC Precast Pty Ltd	Equipment Supply and Repair	8,509.60
1452.152-01	4-Sep-19	Telstra Corporation Ltd	Telephone Usage Charges	55.00
1460.152-01	20-Sep-19	Telstra Corporation Ltd	Telephone Usage Charges	2,100.96
1463.152-01	26-Sep-19	Telstra Corporation Ltd	Telephone Usage Charges	161.29
1454.1939-01	12-Sep-19	TenderLink.com	Advertising Services	369.60
1458.1869-01	19-Sep-19	The BBQ Man	Cleaning Services and Equipment	1,424.50
1461.2887-01	26-Sep-19	The Butcher Shop	Equipment Supply and Repair	146.07
1454.4306-01	12-Sep-19	The Green Life Soil Company	Landscaping Materials and Services	440.00
1454.1907-01	12-Sep-19	The Literature Centre	Library Services	1,682.80
1454.1494-01	12-Sep-19	The Poster Girls	Postage Services	230.00
1454.156-01	12-Sep-19	The Pressure King	Cleaning Services and Equipment	547.80
1461.734-01	26-Sep-19	The Royal Life Saving Society WA In	Training Services	325.70
1454.5824-01	12-Sep-19	The Trustee for BEAUCHAMP UNIT TRUS	Agency and Contract Staff	2,422.26
1461.5824-01	26-Sep-19	The Trustee for BEAUCHAMP UNIT TRUS	Agency and Contract Staff	4,545.87
1454.6047-01	12-Sep-19	The Trustee for Deluca Family Trust	Vehicle Operating Expenses	880.00
1461.6047-01	26-Sep-19	The Trustee for Deluca Family Trust	Vehicle Operating Expenses	35.00
1454.4404-01	12-Sep-19	The Trustee for Spoon Media Trust	Communication Services	82.50
1450.3159-01	4-Sep-19	The Trustee for THE UPBEAT TRUST	Event Performance and Activity	38,500.00
1461.3159-01	26-Sep-19	The Trustee for THE UPBEAT TRUST	Event Performance and Activity	11,000.00
1450.2787-01	4-Sep-19	The Vic Park Collective	Community Grant	830.00
1461.6008-01	26-Sep-19	Thomson Geer	Legal Services	874.50
1450.3724-01	4-Sep-19	Threat Protect	Fire Alarm and Security Services	1,964.77
1454.3724-01	12-Sep-19	Threat Protect	Fire Alarm and Security Services	1,794.86
1450.159-01	4-Sep-19	Thrifty Car Rental	Insurance Excess	500.00

Payment	Date	Payee	Description	Amount
1454.3682-01	12-Sep-19	Tocojepa Pty Ltd T/as T-Quip	Plant Supply and Servicing	184.70
1461.3682-01	26-Sep-19	Tocojepa Pty Ltd T/as T-Quip	Plant Supply and Servicing	170.65
1458.725-01	19-Sep-19	Toolmart Australia Pty Ltd	Equipment Supply and Repair	707.00
1461.725-01	26-Sep-19	Toolmart Australia Pty Ltd	Equipment Supply and Repair	78.90
1454.533-01	12-Sep-19	Total Digital Solutions	Photography and Imaging Services	667.70
1454.4418-01	12-Sep-19	Total Nissan	Plant Supply and Servicing	431.00
1454.164-01	12-Sep-19	Totally Workwear Victoria Park	Uniforms and Protective Equipment	140.58
1461.164-01	26-Sep-19	Totally Workwear Victoria Park	Uniforms and Protective Equipment	610.88
1454.5245-01	12-Sep-19	Town Team Movement Ltd	Sponsorship	1,485.00
1461.5245-01	26-Sep-19	Town Team Movement Ltd	Sponsorship	11,000.00
1461.1416-01	26-Sep-19	Transoft Solutions Australia Pty Lt	Software and IT Solutions	715.00
1455.6063-01	12-Sep-19	Trinkor Pty Ltd	Refund - Rates	116.05
1458.6061-01	19-Sep-19	Trojan Metal Roofing	Fencing	3,090.25
1450.6034-01	4-Sep-19	Tyler and Sons	Fencing	1,100.00
1454.5383-01	12-Sep-19	UDLA Pty Ltd	Design and Drafting Services	2,420.00
1450.529-01	4-Sep-19	UN Plumbing	Facility Maintenance Services	165.00
1454.529-01	12-Sep-19	UN Plumbing	Facility Maintenance Services	13,486.00
1458.529-01	19-Sep-19	UN Plumbing	Facility Maintenance Services	187.00
1454.4472-01	12-Sep-19	United Fasteners WA Pty Ltd	Equipment Supply and Repair	54.71
1458.4472-01	19-Sep-19	United Fasteners WA Pty Ltd	Equipment Supply and Repair	20.69
1450.4221-01	4-Sep-19	Urban Development Institute of	Conference and Workshop Enrolment	500.00
1454.4221-01	12-Sep-19	Urban Development Institute of	Conference and Workshop Enrolment	765.00
1454.1751-01	12-Sep-19	Urbis Pty Ltd	Design and Drafting Services	379.50
1454.2009-01	12-Sep-19	Vorgee Pty Ltd	Resale Inventory	1,445.40
1450.6020-01	4-Sep-19	WA Brick Society Incorporated	Library Services	50.00
1454.24-01	12-Sep-19	WA Hino Sales & Service	Machinery Servicing and Parts	282.02
1461.24-01	26-Sep-19	WA Hino Sales & Service	Machinery Servicing and Parts	49.61
1454.1128-01	12-Sep-19	WA Limestone Co	Landscaping Materials and Services	976.62
1461.29-01	26-Sep-19	WA Local Government Association (WA	Local Government Services	176.00
1454.618-01	12-Sep-19	WA Rangers Association	Membership and Subscription	2,229.00
1461.375-01	26-Sep-19	Waste Stream Management	Waste Management Services	10,469.25
1461.37-01	26-Sep-19	Water 2 Water Pty Ltd	Amenities	129.50
1454.5606-01	12-Sep-19	Welstand Services Pty Ltd t/a LGC	Traffic Control Services	369.60
1461.5606-01	26-Sep-19	Welstand Services Pty Ltd t/a LGC	Traffic Control Services	970.20
1454.2074-01	12-Sep-19	West Australian Newspapers Ltd	Membership and Subscription	155.73
1458.2074-01	19-Sep-19	West Australian Newspapers Ltd	Membership and Subscription	59.80
1454.6036-01	12-Sep-19	West Coast Smash Repair	Vehicle Operating Expenses	500.00
1450.46-01	4-Sep-19	Westbooks	Library Equipment and Stock	482.43
1454.46-01	12-Sep-19	Westbooks	Library Equipment and Stock	404.57
1461.46-01	26-Sep-19	Westbooks	Library Equipment and Stock	1,951.61
1454.667-01	12-Sep-19	Western Maze Pty Ltd T/A WA Recycli	Cleaning Services and Equipment	14,167.03
1461.667-01	26-Sep-19	Western Maze Pty Ltd T/A WA Recycli	Cleaning Services and Equipment	29,056.34
1458.41-01	19-Sep-19	Weston Road Systems	Engineering & Surveying Services	12,782.00
1461.41-01	26-Sep-19	Weston Road Systems	Engineering & Surveying Services	6,853.00
1454.4635-01	12-Sep-19	Wheeler's Books	Library Equipment and Stock	3,000.00
1454.376-01	12-Sep-19	WINC Australia Pty Limited	Office Supplies	69.33
1461.376-01	26-Sep-19	WINC Australia Pty Limited	Office Supplies	125.41
1461.2521-01	26-Sep-19	Woolworths Group Ltd	Equipment Supply and Repair	242.00
1450.2383-01	4-Sep-19	Wright Express Australia Pty Ld	Groceries	499.50
1454.2383-01	12-Sep-19	Wright Express Australia Pty Ld	Groceries	271.00
1458.2383-01	19-Sep-19	Wright Express Australia Pty Ld	Groceries	856.81
1461.2383-01	26-Sep-19	Wright Express Australia Pty Ld	Groceries	445.25
1455.6068-01	12-Sep-19	Young & Amo Pty Ltd T/As Koharu B	Refund - Fees and Charges	499.00
1454.104-01	12-Sep-19	Youngs Holden	Plant Supply and Servicing	936.77
			Total Creditors EFT Payments	**5,902,233.06**

Non Creditors Cheques

00608639	12-Sep-19	City of Armadale	Refund - Bond	500.00
00608635	12-Sep-19	Dowerin Wyalkatchem Football Club	Refund - Bond	600.00
00608631	12-Sep-19	Mr C S Redfearn	Rates Refund	158.84
00608633	12-Sep-19	Mr John Gleeson	Refund infringement 9682662 D19/55122	60.00
00608632	12-Sep-19	Mr P Oldfield & Mrs J A Oldfield	Rates Refund	970.50
00608629	4-Sep-19	Ms C L Morrison & Mr G S Oubid	Rates Refund	465.67
00608630	12-Sep-19	Ms S H Ng	Rates Refund	848.04
00608636	12-Sep-19	Ms T L Madge	Refund - Bond	1,330.00
00608638	12-Sep-19	Ricoh Australia Pty Ltd	Refund - Bond	500.00
00608637	12-Sep-19	The Vic Park Collective	Refund - Bond	500.00

All Payments Made From 1-Sep-19 To 30-Sep-19

Payment	Date	Payee	Description	Amount
00608634	12-Sep-19	Town of Victoria Park	Rates Refund	789.95
			Total Non Creditors Cheques	**6,723.00**
Payroll				
PY01-05	1-Sep-19	Municipal Fund Bank Account	Payroll	524,739.85
PY01-06	15-Sep-19	Municipal Fund Bank Account	Payroll	524,432.61
PY99-06	15-Sep-19	Municipal Fund Bank Account	Payroll	924.14
			Total Payroll	**1,050,096.60**
			Total Payments From Municipal Fund Bank Account	**6,969,013.99**
				6,969,013.99

Cheques Cancelled between 1-Sep-19 and 30-Sep-19 that were raised in a prior period

Cheque	Payee	Raised	Value	Cancelled
Trust Fund Bank Account				
00003665	City of Armadale	2-May-19	(500.00)	12-Sep-19
00003668	Ricoh Australia Pty Ltd	2-May-19	(500.00)	12-Sep-19
00003686	The Vic Park Collective	26-Jun-19	(500.00)	12-Sep-19
00003690	Ms T L Madge	17-Jul-19	(1,330.00)	12-Sep-19
			(2,830.00)	
			(2,830.00)	

TOWN OF VICTORIA PARK



Financial Activity Statement Report

For the month ended 30 September 2020

WE'RE OPEN
VIC PARK

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Statement of Financial Activity Variances

Material Variances Defined

For the purposes of reporting the material variances in the Statement of Financial Activity (by Service Unit) (as contained in this document), the following indicators, as resolved, have been applied –

Revenues (Operating and Non-Operating)
Service Unit material variances will be identified where, for the period being reviewed, the actual varies to budget by an amount of (+) or (-) $25,000 and, in these instances, an explanatory comment will be provided.

Expenses (Operating, Capital and Non-Operating)
Service Unit material variances will be identified where, for the period being reviewed, the actual varies to budget by an amount of (+) or (-) $25,000 and, in these instances, an explanatory comment will be provided.

Before commenting on each of the specific material variances identified it is important to note that, whilst many accounts will influence the overall variance, only those accounts within the affected Service Unit that significantly contribute to the variance will be highlighted.

For the purposes of explaining each variance, a multi-part approach has been taken. The parts are –

1. Period Variation – Relates specifically to the value of the variance between the Budget and Actual figures for the period being reviewed.
2. Primary Reason – Explains the primary reasons for the period variance. As the review is aimed at a higher level analysis, only major contributing factors are reported.
3. Budget Impact – Forecasts the likely $ impact on the year end surplus or deficit position. It is important to note that values in this part are indicative only at the time of reporting, for circumstances may subsequently change.

Material Variances Explained

The Financial statements are presented based on the new organisational structure

As shown in the in the Statement of Financial Activity (contained within this document), the following variances have been identified -

Revenue

Chief Executive Officer
No material variance to report

Community Planning
No material variance to report

Finance

- **Financial Services**

- The period variation is unfavourable to period budget by $33,494
- The variation predominantly relates to rates instalment arrangement fees and instalment interest being lower than anticipated.
- The impact on the year end position is a reduction in estimated instalment revenue of $30,000

- **Leisurelife**

- The period variation is unfavourable to period budget by $30,687
- The variation predominantly relates to lower than anticipated facility hire fees and a budget timing variance within Senior Sports program. It is anticipated that any budget impact within the facility hire fees will be minimal.
- The impact on the year end position is nil.

- **Parking**

- The period variation is unfavourable to period budget by $100,125
- The variation predominantly relates to lower than anticipated parking utilisation which has resulted in lower than expected parking income and infringements year to date. Parking revenue is impacted by seasonal variation, weather and other external factors.
- The impact on the year end position is a reduction in estimated revenue of $40,000.

Operations

- **Parks and Reserves**

- The period variation is favourable to period budget by $103,416
- The variation predominantly relates to the Higgins Park Tennis Club grant funding, which was received earlier than budgeted for.
- The impact on the year end position is nil as this is a budget timing variance.

- **Street Operations**

- The period variation is favourable to period budget by $200,719
- The variation predominantly relates to the first 40% of main roads funded projects being claimed earlier than expected.
- The impact on the year end position is nil as this is a budget timing variance.

Operating Expense

Chief Executive Office

- **Human Resources**

- The period variation is favourable to period budget by $31,098
- The variation predominantly relates to underspend within corporate development. Planned corporate development programs will take place in the coming months.
- The impact on the year end position is nil as this is a budget timing variance.

Community Planning

- **Community Planning Office**

- The period variation is unfavourable to period budget by $31,525
- The variation predominantly relates to budget timing of salary and leave liability.
- The impact on the year end position is nil as this is an actual timing variance.

- **Library Services**

- The period variation is unfavourable to period budget by $37,068
- The variation predominantly relates to staff training costs on new Library management system and unbudgeted expenditure relating to a program initiated to take a proactive and positive approach to dealing with antisocial and disruptive behaviour of local youths. Additional funding required for the additional and unbudgeted expenditure will be addressed during the midyear budget review process.
- The impact on the year end position is expected to be nil or minimal, as additional funding will be sort through saving within the service directorate.

- **Urban Planning**

- The period variation is unfavourable to period budget by $46,027
- The variation predominantly relates to consultancy and legal expenditure relating to State Administrative Tribunal appeals on planning decisions being greater than anticipated.
- The estimated impact on the year end position is an increase in expenditure of $30,000.

Finance

- **Aqualife**

- The period variation is unfavourable to period budget by $63,009
- The variation predominantly relates to budget timing of staff salary as the month of September contained 3 pay periods instead of 2. The annual budget contains sufficient funds for current staffing levels.
- The impact on the year end position is nil as this is a budget timing variance.

- **Financial Services**

- The period variation is unfavourable to period budget by $28,325
- The variation predominantly relates to budget timing of staff salary as the month of September contained 3 pay periods instead of 2. The annual budget contains sufficient funds for current staffing levels.
- The impact on the year end position is nil as this is a budget timing variance.

- **Parking**

- The period variation is favourable to period budget by $56,233
- The variation predominantly relates to timing of invoice payments for Town's parking services supplier. The variance also relates to a staff vacancy within the area.
- The impact on the year end position is nil as this is a budget timing variance and the vacancy is expected to be filled during the year.

Operations

- **Parks and Reserves**

- The period variation is favourable to period budget by $503,843
- The variation relates to lower than expected costs year to date for tree maintenance due to only minor storm damage and low tree audit actions required. Variance is also attributed to delays in active reserve maintenance programs. These works are currently underway and lower than anticipated passive and facility maintenance due to cooler weather conditions and lower weed growth. There is also delays in implementation of the Urban Forrest Strategy expenditure to date.
- An accurate assessment of the year end position cannot be made at this time due to unknown upcoming changes to maintenance commitments relating to increased tree planting within the Town and additional landscaping maintenance areas within recently upgraded reserves. Any variances will be adjusted as part of the budget review process.

- **Street Operations**

- The period variation is favourable to period budget by $56,520
- The variation predominantly relates to budget timing of drainage maintenance.
- The estimated impact on the year end position is nil as this is a budget timing variance.

- **Waste Services**

- The period variation is favourable to period budget by $418,020
- The variation predominantly relates delays in invoices relating to public litter bin collection and tip fees for non-processable waste.
- The estimated impact on the year end position is nil as this is a budget timing variance.

Capital Expense

Chief Executive Office
No material variance to report.

Community Planning
No material variance to report.

Finance
No material variance to report.

Operations

- **Parks and Reserves**

- The period variation is favourable to period budget by $665,280
- The variation relates to budget timing of the Lathlain redevelopment project which is currently underway.
- The impact on the year end position is nil as this is a budget timing variance.

- **Street Operations**

- The period variation is favourable to period budget by $407,317
- The variation predominantly relates to a delay in expected progress claims being received for road works at Kent and Hayman road, Tuckett Street as well as pathway works on Goodwood Parade. These invoices are now due to be received in October as opposed to August. There is also delays in projects due to approval for traffic management plans from Main Roads WA.
- The impact on the year end position is nil as this is a budget timing variance.

Non-Operating Revenue

Finance
No material variance to report.

Operations
No material variance to report.

Non-Operating Expenses

Finance
No material variance to report.

Proposed Budget Amendments

No budget amendments to report

Accounting Notes

Significant Accounting Policies

The significant accounting policies that have been adopted in the preparation of this document are:

(a) Basis of Preparation

The document has been prepared in accordance with applicable Australian Accounting Standards (as they apply to local government and not-for-profit entities), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations.

The document has also been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

(b) The Local Government Reporting Entity

All Funds through which the Council controls resources to carry on its functions have been included in this document.

In the process of reporting on the local government as a single unit, all transactions and balances between those Funds (for example, loans and transfers between Funds) have been eliminated.

(c) 2019 - 2020 Actual Balances

Balances shown in this document as 2019 - 2020 Actual are subject to final adjustments.

(d) Rounding Off Figures

All figures shown in this document, other than a rate in the dollar, are rounded to the nearest dollar.

(e) Rates, Grants, Donations and Other Contributions

Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions. Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.

(f) Superannuation

The Council contributes to a number of Superannuation Funds on behalf of employees. All funds to which the Council contributes are defined contribution plans.

(g) Goods and Services Tax

Revenues, expenses and assets capitalised are stated net of any GST recoverable. Receivables and payables in the statement of financial position are stated inclusive of applicable GST. The net amount of GST recoverable from, or payable to, the ATO is included with receivables on payables in the statement of financial position. Cash flows are presented on a Gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

(h) Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, cash at bank, deposits held at call with banks, other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and that are subject to an insignificant risk of changes in value and bank overdrafts. Bank overdrafts are shown as short term borrowings in current liabilities.

(i) Trade and Other Receivables

Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.

(j) Inventories

<u>General</u>

Inventories are measured at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

Land Held for Resale

Land purchased for development and/or resale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Finance costs and holding charges incurred after development is completed are expensed.
Revenue arising from the sale of property is recognised as at the time of signing an unconditional contract of sale. Land held for resale is classified as current except where it is held as non-current based on Council's intentions to release for sale.

(k) Fixed Assets

Each class of fixed asset is carried at cost or fair value as indicated less, where applicable, any accumulated depreciation and impairment losses.

Initial Recognition

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost, or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the Council includes the cost of all materials used in construction, direct labour on the project and an appropriate proportion of variable and fixed overheads.

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Council and the cost of the item can be measured reliably. All other repairs and maintenance are recognised as expenses in the period in which they are incurred.

Revaluation

Certain asset classes may be re-valued on a regular basis such that the carrying values are not materially different from fair value. For infrastructure and other asset classes, where no active market exists, fair value is determined to be the current replacement cost of an asset less, where applicable, accumulated depreciation calculated on the basis of such cost to reflect the already consumed or expired future economic benefits of the asset. Increases in the carrying amount arising on revaluation of assets are credited to a revaluation surplus in equity. Decreases that offset previous increases of the same asset are recognised against revaluation surplus directly in equity; all other decreases are recognised in profit or loss. Any accumulated depreciation at the date of revaluation is eliminated against the gross carrying amount of the asset and the net amount is restated to the re-valued amount of the asset.

Those assets carried at a re-valued amount, being their fair value at the date of revaluation less any subsequent accumulated depreciation and accumulated impairment losses, are to be re-valued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.

Land Under Roads

In Western Australia, all land under roads is Crown land, the responsibility for managing which, is vested in the local government. Council has elected not to recognise any value for land under roads acquired on or before 31 December 2008. This accords with the treatment available in Australian Accounting Standard AASB 1051 Land Under Roads and the fact Local Government (Financial Management) Regulation 16 (a) (i) prohibits local governments from recognising such land as an asset. In respect of land under roads acquired on or after 1 August 2008, as detailed above, Local Government (Financial Management) Regulation 16 (a) (i) prohibits local governments from recognising such land as an asset.

Whilst such treatment is inconsistent with the requirements of AASB 1051, Local Government (Financial Management) Regulation 4 (2) provides, in the event of such an inconsistency, the Local Government (Financial Management) Regulations prevail. Consequently, any land under roads acquired on or after 1 September 2008 is not included as an asset of the Council.

Depreciation of Non-Current Assets

All non-current assets having a limited useful life (excluding freehold land) are systematically depreciated over their useful lives in a manner that reflects the consumption of the future economic benefits embodied in those assets. Assets are depreciated from the date of acquisition or, in respect of internally constructed assets, from the time the asset is completed and held ready for use. Depreciation is recognised on a straight-line basis, using rates that are reviewed each reporting period. Major depreciation periods are:

Buildings	40 years
Furniture and Equipment	5 – 10 years
Plant and Machinery	2 – 10 years
Sealed Roads - Clearing and Earthworks	Not depreciated
- Construction and Road Base	5 – 80 years
- Original Surface / Major Resurface	5 – 80 years
Drainage	5 – 80 years
Pathways	5 – 80 years
Parks and Reserves	5 – 80 years

Asset residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period. An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount. Gains and losses on disposals are determined by comparing proceeds with the carrying amount. When revalued assets are sold, amounts included in the revaluation surplus relating to that asset are transferred to retained earnings.

Capitalisation Threshold

Expenditure on capital items under $5,000 is not individually capitalised. Rather, it is recorded on an Asset Low Value Pool listing.

(l) Financial Instruments

Initial Recognition and Measurement

Financial assets and financial liabilities are recognised when the Council becomes a party to the contractual provisions to the instrument. For financial assets, this is equivalent to the date that the Council commits itself to either the purchase or sale of the asset (i.e. trade date accounting is adopted). Financial instruments are initially measured at fair value plus transaction costs, except where the instrument is classified 'at fair value through profit of loss', in which case transaction costs are expensed to profit or loss immediately.

Classification and Subsequent Measurement

Financial instruments are subsequently measured at fair value, amortised cost using the effective interest rate method or cost. Fair value represents the amount for which an asset could be exchanged or a liability settled, between knowledgeable, willing parties. Where available, quoted prices in an active market are used to determine fair value. In other circumstances, valuation techniques are adopted.

Amortised cost is calculated as:

a. the amount in which the financial asset or financial liability is measured at initial recognition;
b. less principal repayments;
c. plus or minus the cumulative amortisation of the difference, if any, between the amount initially recognised and the maturity amount calculated using the effective interest rate method; and
d. less any reduction for impairment.

The effective interest method is used to allocate interest income or interest expense over the relevant period and is equivalent to the rate that discounts estimated future cash payments or receipts (including fees, transaction costs and other premiums or discounts) through the expected life (or when this cannot be reliably predicted, the contractual term) of the financial instrument to the net carrying amount of the financial asset or financial liability. Revisions to expected future net cash flows will necessitate an adjustment to the carrying value with a consequential recognition of an income or expense in profit or loss.

Financial assets at fair value through profit and loss

Financial assets at fair value through profit or loss are financial assets held for trading. A financial asset is classified in this category if acquired principally for the purpose of selling in the short term. Derivatives are classified as held for trading unless they are designated as hedges. Assets in this category are classified as current assets.

Loans and receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market and are subsequently measured at amortised cost. Loans and receivables are included in current assets where they are expected to mature within 12 months after the end of the reporting period.

Held-to-maturity investments

Held-to-maturity investments are non-derivative financial assets with fixed maturities and fixed or determinable payments that the Council's management has the positive intention and ability to hold to maturity. They are subsequently measured at amortised cost. Held-to-maturity investments are included in current assets where they are expected to mature within 12 months after the end of the reporting period. All other investments are classified as non-current. They are subsequently measured at fair value with changes in such fair value (i.e. gains or losses) recognised in other comprehensive income (except for impairment losses). When the financial asset is derecognised, the cumulative gain or loss pertaining to that asset previously recognised in other comprehensive income is reclassified into profit or loss.

Available-for-sale financial assets

Available-for-sale financial assets are non-derivative financial assets that are either not suitable to be classified into other categories of financial assets due to their nature, or they are designated as such by management. They comprise investments in the equity of other entities where there is neither a fixed maturity nor fixed or determinable payments.

They are subsequently measured at fair value with changes in such fair value (i.e. gains or losses) recognised in other comprehensive income (except for impairment losses). When the financial asset is derecognised, the cumulative gain, or loss, pertaining to that asset previously recognised in other comprehensive income is reclassified into profit or loss.
Available-for-sale financial assets are included in current assets, where they are expected to be sold within 12 months after the end of the reporting period. All other financial assets are classified as non-current.

Financial liabilities

Non-derivative financial liabilities (excluding financial guarantees) are subsequently measured at amortised cost.

Impairment

At the end of each reporting period, the Council assesses whether there is objective evidence that a financial instrument has been impaired. In the case of available-for-sale financial instruments, a prolonged decline in the value of the instrument is considered to determine whether impairment has arisen. Impairment losses are recognised in profit or loss. Any cumulative decline in fair value is reclassified to profit or loss at this point.

Derecognition

Financial assets are derecognised where the contractual rights for receipt of cash flows expire or the asset is transferred to another party, whereby the Council no longer has any significant continual involvement in the risks and benefits associated with the asset.

Financial liabilities are derecognised where the related obligations are discharged, cancelled or expired. The difference between the carrying amount of the financial liability extinguished or

transferred to another party and the fair value of the consideration paid, including the transfer of non-cash assets or liabilities assumed, is recognised in profit or loss.

(m) Impairment

In accordance with Australian Accounting Standards the Council's assets, other than inventories, are assessed at each reporting date to determine whether there is any indication they may be impaired. Where such an indication exists, an impairment test is carried out on the asset by comparing the recoverable amount of the asset, being the higher of the asset's fair value less costs to sell and value in use, to the asset's carrying amount.

Any excess of the asset's carrying amount over its recoverable amount is recognised immediately in profit or loss, unless the asset is carried at a revalued amount in accordance with another standard (e.g. AASB 116). For non-cash generating assets such as roads, drains, public buildings and the like, value in use is represented by the depreciated replacement cost of the asset. At the time of adopting the Annual Budget, it was not possible to estimate the amount of impairment losses (if any) as at 30 June 2020. In any event, an impairment loss is a non-cash transaction and consequently, has no impact on the Annual Budget.

(n) Trade and Other Payables

Trade and other payables represent liabilities for goods and services provided to the Council prior to the end of the financial year that are unpaid and arise when the Council becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured and are usually paid within 30 days of recognition.

(o) Employee Benefits

Provision is made for the Council's liability for employee benefits arising from services rendered by employees to the end of the reporting period. Employee benefits that are expected to be settled within one year have been measured at the amounts expected to be paid when the liability is settled.

Employee benefits payable later than one year have been measured at the present value of the estimated future cash outflows to be made for those benefits. In determining the liability, consideration is given to employee wage increases and the probability that the employee may not satisfy vesting requirements. Those cash flows are discounted using market yields on national government bonds with terms to maturity that match the expected timing of cash flows.

(p) Borrowing Costs

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset.

(q) Provisions

Provisions are recognised when:

a. The Council has a present legal or constructive obligation as a result of past events;

b. for which it is probable that an outflow of economic benefits will result; and
c. that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

(r) Current and Non-Current Classification

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. The asset or liability is classified as current if it expected to be settled within the next 12 months, being the Council's operational cycle. In the case of liabilities where the Council does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current even if not expected to be realised in the next 12 months except for land held for resale where it is held as non-current based on the Council's intentions to release for sale.

(s) Comparative Figures

Where required, comparative figures have been adjusted to conform to changes in presentation for the current reporting period.

(t) Budget Comparative Figures

Unless otherwise stated, the Budget comparative figures shown in this Budget document relate to the original Budget estimate for the relevant item of disclosure.

Service Unit Definitions

The Town operations, as disclosed in this report, encompass the following service-oriented Service Units –

Chief Executive Office

Chief Executive Office

The Chief Executive Office leads and supports the transformation of the organisation into a customer-focused, culturally constructive, legislatively compliant, sector-leading entity, with a primary focus on the Service Areas within the Chief Executive Office functional area.

Communications and Engagement

Communications and Engagement manages the brand and reputation of the Town. This is achieved through developing clear and accessible messaging, consulting with the community, delivering key messages through various channels and working to reach the appropriate audiences through strategically executed marketing, engagement and communication planning..

Customer Relations

Customer Relations manages the Customer Service Contact Centre, which is the first point of contact for the organisation, and monitors performance against the Town's Customer Service Charter.

Leadership and Governance

The Leadership and Governance Service Area is committed to responsibly managing the Town on behalf of the residents and ratepayers of the District through collaboration, knowledge-sharing and good governance.

Human Resources

Human Resources is responsible for the development and implementation of occupational health and safety compliance, staff development, employee relations, recruitment and payroll services of the Town.

Community Planning

Building Services

Building Services provide services to ensure buildings are safe, liveable, accessible and sustainable, and meet statutory requirements.

Community Development

The Community Development team's vision is an empowered Victoria Park, which will be achieved through the mission of community capacity building.

Community Planning Office

The Community Planning Office leads and supports the transformation of the organisation into a customer-focused, culturally constructive, legislatively compliant, sector-leading entity, with a primary focus on the Service Areas within the Community Planning functional area.

Digital Hub

The Digital Hub provides free digital literacy and online training for the local community, not-for-profit organisations and local business operators.

Economic Development

Economic Development seeks to increase the economic growth of the district through fostering business attraction and retention, tourism, marketing, community initiatives and creating robust relationships.

Environmental Health

Environmental Health seeks to promote good standards of public health via the many hospitality outlets in the area and the community in general.

General Compliance

The General Compliance Area liaise with and direct property owners and developers to ensure built-form building and planning requirements are adhered to at all times.

Healthy Community

The Healthy Community team connect people to services, resources, information, facilities, and experiences that enhance their physical and social health and wellbeing.

Library Services

Library Services plays a pivotal role in providing our community with access to resources, knowledge and technology in a safe, nurturing environment.

Place Management

The Place Management Service Area implements programs, hat are suitable for the particular targeted section of the community, to improve places within the District or, where the community is satisfied with the standard of operation, to maintain the already attained standard.

Strategic Town Planning

Strategic Town Planning develops strategies for the future growth of the Town, with the aims of creating a vibrant community and improving the quality of life for residents.

Urban Planning

Urban Planning assesses applications for development approval and subdivision, provides advice to the community and ensures land is appropriately used and developed.

Finance

Aqualife

The Aqualife Centre aims to improve community health and wellbeing; and to provide a safe and welcoming environment for the community to meet and socialise, primarily through aquatic recreation.

Budgeting

The Budgeting Area includes the administration of non-cash expenditure and revenue associated with local government accounting requirements, including profit and loss and depreciation.

Corporate Funds

The Corporate Funds are includes the management of loans, reserve fund transfers, restricted and trust funds, rate revenue and corporate grants funding.

Finance Office

The Finance Office leads and supports the transformation of the organisation into a customer-focused, culturally constructive, legislatively compliant, sector-leading entity, with a primary focus on the Service Areas within the Finance functional area.

Financial Services

The key role of Financial Services is to manage and control the Town's finances in a sound and prudent manner.

Information Systems

Information Systems assists the Town in operating efficiently with the smooth running of essential business computer programs and systems.

Leisurelife

The Leisurelife Centre aims to improve community health and wellbeing, and to provide a safe and welcoming environment for the community to meet and socialise, primarily through active recreation.

Parking

The Parking Management section guides future parking initiatives within the Town, ensuring equitable access for everyone, whilst also monitoring existing parking areas and ensuring a safer community.

Rangers

Ranger Services offer a 24 hours-a-day / 7 days-a-week service to help ensure community safety in the areas of Dog and Cat management and Local Law enforcement.

Operations

Asset Planning

Asset Planning provides services to manage and maintain Council facilities and their related assets.

Environment

The Environment Area is committed to preserving and enhancing natural areas and recognises not only the ecological benefits of protecting natural assets, but also the social and recreational benefits as well.

Fleet Services

Fleet Services oversees the various items of light fleet, heavy fleet and plant and equipment.

Operations Office

The Operations Office leads and supports the transformation of the organisation into a customer-focused, culturally constructive, legislatively compliant, sector-leading entity, with a primary focus on the Service Areas within the Operations functional area.

Parks and Reserves

The Parks and Reserves Section delivers high quality horticultural works to parks, reserves and streetscapes.

Project Management

Project Management assists in improving the standards of project management and project delivery, and delivers nominated projects on behalf of the Town.

Street Improvement

Street Improvement provides engineering advice, design, planning, and road safety initiatives.

Street Operations

Street Operations ensure the maintenance and renewal of roads, pathways, drainage and associated assets.

Waste

Waste Management implements waste collection, minimisation and disposal in a sustainable manner.

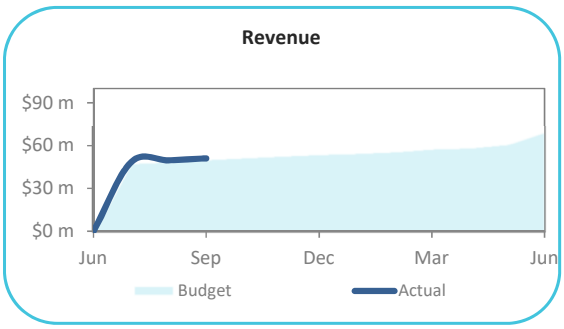
Particulars	Material Variance $		%	Revised Budget $	30 September 2019 Year-to-Date Budget $	Year-to-Date Actual $
Revenue						
Chief Executive Office				**4,700**	**1,014**	**455**
Chief Executive Office				500	254	455
Communications and Engagement				1,000	180	0
Customer Relations				0	0	0
Human Resources				3,000	544	0
Leadership and Governance				200	36	0
Community Planning				**1,283,371**	**511,728**	**491,926**
Building Services				345,500	97,920	86,126
Community Development				208,100	62,565	74,826
Community Planning Office				1,000	262	159
Digital Hub				2,075	378	0
Economic Development				8,000	0	0
Environmental Health				292,700	228,300	207,290
General Compliance				11,496	3,072	5,829
Healthy Community				27,500	10,564	15,316
Library Services				27,500	6,977	8,172
Place Management				0	0	0
Strategic Town Planning				0	0	0
Urban Planning				359,500	101,690	94,208
Finance				**56,771,743**	**48,832,565**	**48,646,140**
Aqualife				2,357,500	500,510	489,061
Budgeting				57,600	0	0
Corporate Funds				48,384,568	46,393,050	46,398,788
Finance Office				1,300	318	159
Financial Services	33,494	▼	5.6%	834,000	596,681	563,187
Information Systems				2,200	478	346
Leisurelife	30,687	▼	6.0%	1,971,000	512,754	482,067
Parking	100,125	▼	12.5%	3,016,575	799,026	698,901
Ranger services				147,000	29,748	13,630
Operations				**12,232,783**	**1,593,202**	**1,901,980**
Asset Planning				1,282,500	289,632	290,807
Environment				0	0	0
Fleet Services				11,500	2,172	10,108
Operations Office				2,002,500	536	159
Parks and Reserves	103,416	▲	309.4%	4,648,500	33,428	136,844
Project Management				2,003	446	16,111
Street Improvement				98,000	538	159
Street Operations	200,719	▲	41.8%	3,352,000	480,728	681,447
Waste Services				835,780	785,722	766,345
Total Revenue				**70,292,597**	**50,938,509**	**51,040,500**

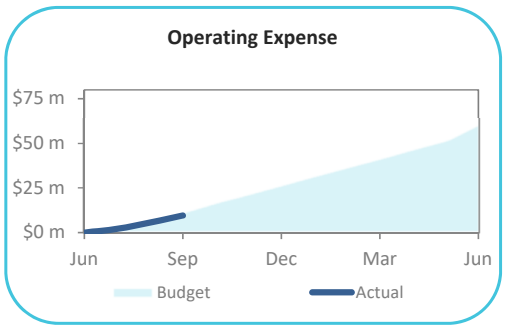
Particulars	Material Variance $		%	Revised Budget $	30 September 2019 Year-to-Date Budget $	Year-to-Date Actual $
Operating Expense						
Chief Executive Office				**(4,954,790)**	**(1,114,529)**	**(1,085,858)**
Chief Executive Office				(1,084,708)	(270,437)	(269,395)
Communications and Engagement				(807,354)	(166,085)	(169,880)
Customer Relations				(876,648)	(226,120)	(210,390)
Human Resources	31,098	▼	13%	(1,084,551)	(245,149)	(214,051)
Leadership and Governance				(1,101,529)	(206,738)	(222,142)
Community Planning				**(8,825,060)**	**(1,852,729)**	**(1,968,887)**
Building Services				(556,212)	(127,188)	(124,908)
Community Development				(2,195,471)	(405,142)	(424,195)
Community Planning Office	31,525	▲	14%	(984,916)	(225,565)	(257,090)
Digital Hub				(152,550)	(34,977)	(26,078)
Economic Development				(262,198)	(43,826)	(41,223)
Environmental Health				(719,522)	(144,305)	(145,244)
General Compliance				(248,373)	(52,715)	(34,658)
Healthy Community				(248,965)	(57,936)	(70,315)
Library Services	37,068	▲	12%	(1,314,211)	(318,299)	(355,367)
Place Management				(460,555)	(54,946)	(68,495)
Strategic Town Planning				(600,662)	(135,872)	(123,329)
Urban Planning	46,027	▲	18%	(1,081,425)	(251,958)	(297,985)
Finance				**(23,029,679)**	**(2,894,850)**	**(2,941,245)**
Aqualife	63,009	▲	10%	(2,479,912)	(603,014)	(666,023)
Budgeting				(9,103,032)	0	0
Corporate Funds				(638,252)	(14,274)	(16,448)
Finance Office				(854,091)	(205,026)	(201,936)
Financial Services	28,325	▲	11%	(1,529,014)	(252,544)	(280,869)
Information Systems				(3,014,881)	(582,963)	(600,138)
Leisurelife				(2,186,327)	(545,693)	(551,373)
Parking	56,293	▼	11%	(2,404,080)	(518,685)	(462,392)
Ranger services				(820,090)	(172,651)	(162,065)
Operations				**(24,119,478)**	**(4,540,584)**	**(3,566,211)**
Asset Planning				(4,051,151)	(831,330)	(847,170)
Environment				(187,306)	(60,959)	(47,147)
Fleet Services				0	0	(2,579)
Operations Office				(2,852,764)	(190,450)	(191,638)
Parks and Reserves	503,843	▼	43%	(5,220,208)	(1,176,214)	(672,371)
Project Management				(1,661,409)	(300,379)	(289,207)
Street Improvement				(1,095,470)	(230,774)	(240,160)
Street Operations	56,520	▼	10%	(2,656,030)	(552,783)	(496,263)
Waste Services	418,020	▼	35%	(6,395,140)	(1,197,695)	(779,675)
Total Operating Expense				**(60,929,007)**	**(10,402,692)**	**(9,562,200)**

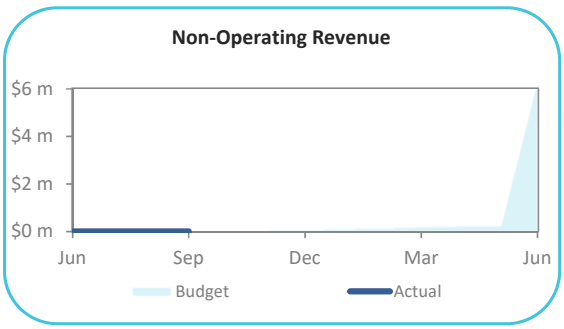
Particulars	Material Variance $		%	Revised Budget $	30 September 2019 Year-to-Date Budget $	Year-to-Date Actual $
Capital Expense						
Chief Executive Office				**0**	**0**	**0**
Chief Executive Office				0	0	0
Communications and Engagement				0	0	0
Customer Relations				0	0	0
Human Resources				0	0	0
Leadership and Governance				0	0	0
Community Planning				**(188,000)**	**0**	**0**
Building Services				0	0	0
Community Development				(188,000)	0	0
Community Planning Office				0	0	0
Digital Hub				0	0	0
Economic Development				0	0	0
Environmental Health				0	0	0
General Compliance				0	0	0
Healthy Community				0	0	0
Library Services				0	0	0
Place Management				0	0	0
Strategic Town Planning				0	0	0
Urban Planning				0	0	0
Finance				**(1,140,650)**	**(129,254)**	**(110,304)**
Aqualife				0	0	0
Budgeting				0	0	0
Corporate Funds				0	0	0
Finance Office				0	0	0
Financial Services				0	0	0
Information Systems				(1,110,650)	(123,800)	(110,304)
Leisurelife				0	0	0
Parking				(30,000)	(5,454)	0
Ranger services				0	0	0
Operations				**(25,005,735)**	**(4,477,584)**	**(3,409,950)**
Asset Planning				(2,789,800)	(173,800)	(169,371)
Environment				0	0	0
Fleet Services				(1,265,000)	(80,000)	(89,392)
Operations Office				0	0	0
Parks and Reserves	665,280	▼	21%	(10,816,820)	(3,208,200)	(2,542,920)
Project Management				(71,000)	0	0
Street Improvement				0	0	0
Street Operations	407,317	▼	40%	(10,063,115)	(1,015,584)	(608,267)
Waste Services				0	0	0
Total Capital Expense				**(26,334,385)**	**(4,606,838)**	**(3,520,254)**

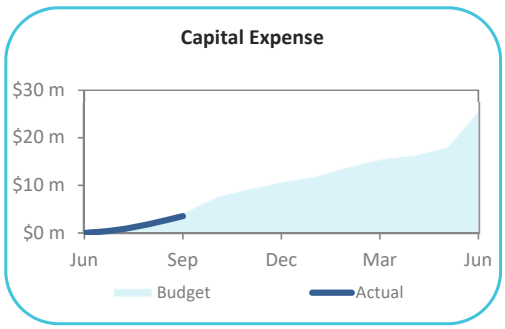
Particulars	Material Variance $	Material Variance %	Revised Budget $	30 September 2019 Year-to-Date Budget $	30 September 2019 Year-to-Date Actual $
Non-Operating Revenue					
Finance			**6,476,000**	**0**	**0**
Corporate Funds			6,476,000	0	0
Operations			**288,000**	**0**	**0**
Fleet Services			288,000	0	0
Total Non-Operating Revenue			**6,764,000**	**0**	**0**
Non-Operating Expense					
Finance			**(5,584,499)**	**(485)**	**0**
Corporate Funds			(5,584,499)	(485)	0
Total Non-Operating Expense			**(5,584,499)**	**(485)**	**0**
Non-Cash Items Adjustments					
Profit and Loss			(12,068)	0	0
Depreciation			9,384,500	1,706,268	0
Total Non-Cash Items Adjustments			**9,372,432**	**1,706,268**	**0**
Suspense Items Yet To Be Applied			0	0	(48,381)
Opening Surplus / (Deficit)			6,418,862	6,418,862	7,723,585
Closing Surplus / (Deficit)			**0**	**44,053,624**	**45,633,250**

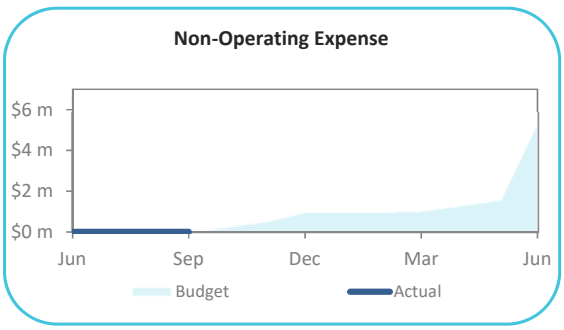
Graphical Representation

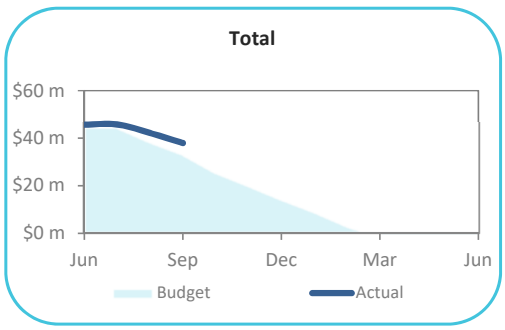












Particulars	Brought Forward 1 July $	2019-2020 Revised Budget $	Year To Date Actual $
Current Assets			
Cash - Unrestricted	18,115,254	5,895,793	37,911,031
Cash - Reserves / Restricted	32,397,367	28,385,545	32,397,367
Receivables and Accruals	4,110,114	2,348,636	23,887,518
Inventories	32,331	9,470	32,331
	54,655,066	**36,639,444**	**94,228,248**
Less Current Liabilities			
Payables and Provisions	(14,534,114)	(8,253,899)	(16,197,631)
	(14,534,114)	**(8,253,899)**	**(16,197,631)**
Net Current Asset Position	**40,120,952**	**28,385,545**	**78,030,617**
Less			
Cash - Reserves / Restricted	(32,397,367)	(28,385,545)	(32,397,367)
Estimated Surplus / (Deficiency) Carried Forward	**7,723,585**	**-**	**45,633,250**

Cash and Investments Analysis

	Amount Invested $	Interest Rate %	Term (Days)	Maturity Date	Projected Earnings $	Percentage of Portfolio
Cash - Unrestricted						
Bankwest	**10,000,000**				**21,366**	**14%**
	3,000,000	1.65	62	28-Oct-19	8,408	
	3,000,000	1.55	63	19-Nov-19	8,026	
	4,000,000	1.50	30	17-Oct-19	4,932	
BOQ	**2,000,000**				**9,123**	**3%**
	2,000,000	1.85	90	24-Oct-19	9,123	
CBA	**12,911,031**				**3,901**	**18%**
At Call	12,911,031	Variable	11am	Daily	3,901	
ME Bank	**4,000,000**				**31,438**	**6%**
	3,000,000	1.85	180	22-Jan-20	27,370	
	1,000,000	1.65	90	25-Nov-19	4,068	
NAB	**9,000,000**				**59,356**	**13%**
	4,000,000	1.75	182	17-Mar-20	34,904	
	3,000,000	1.75	90	16-Dec-19	12,945	
	2,000,000	1.75	120	15-Jan-20	11,507	
Total Cash - Unrestricted	**37,911,031**				**125,185**	**14%**
Cash - Restricted						
CBA	**10,397,367**				**59**	**15%**
At Call	10,397,367	Variable	11am	Daily	59	
Bankwest	**3,000,000**				**24,547**	**4%**
	3,000,000	1.65	181	24-Feb-20	24,547	
NAB	**5,000,000**				**30,918**	**7%**
	5,000,000	1.85	122	25-Nov-19	30,918	
BOQ	**5,000,000**				**46,849**	**7%**
	5,000,000	1.90	180	22-Jan-20	46,849	
AMP	**5,000,000**				**49,589**	**7%**
	5,000,000	2.00	181	24-Feb-20	49,589	
ME Bank	**4,000,000**				**36,493**	**6%**
	4,000,000	1.85	180	22-Jan-20	36,493	
Total Cash - Restricted	**32,397,367**				**188,455**	**33%**
Total Cash - Invested	**70,308,399**				**313,640**	**74%**
Cash on Hand	8,205					
Total Cash	**70,316,604**					

Cash and Investments Analysis

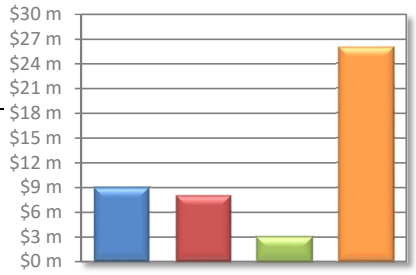
Portfolio Diversity

Institution	%
Bankwest	18
BOQ	10
CBA	33
ME Bank	11
AMP	7
NAB	20
	100

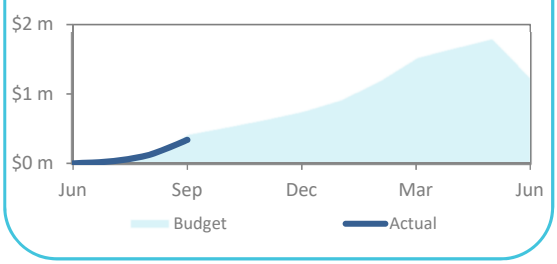


Investment Maturity Timing

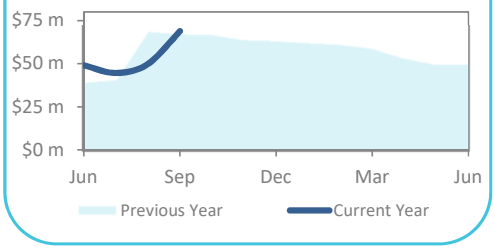
Maturity	$
Up to 30 days	9,000,000
31 - 60 days	8,000,000
61 - 90 days	3,000,000
90+ days	26,000,000
	46,000,000



Interest Earnings

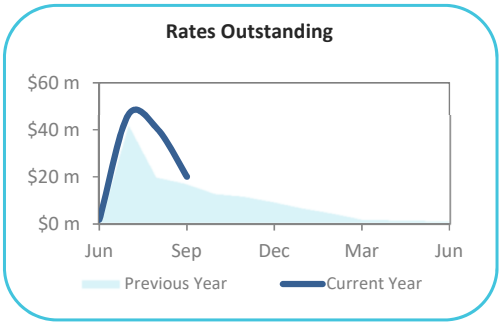


Total Cash Holdings



Rates Outstanding (Not Including Deferrals or Associated Fees and Charges)

	Total
Balance from Previous Year	1,843,375
Rates Levied - Initial	46,126,284
Rates Levied - Interims	52,479
Total Rates Collectable	**48,022,138**
Current Rates Collected To Date	29,783,714
Current Rates Outstanding	**18,238,424**
% Rates Outstanding	**38.0%**
% Rates Outstanding target less than	**35.7%**



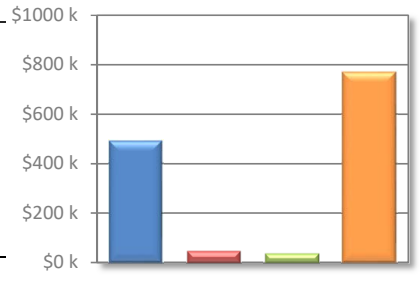
Note: Current rates outstanding is slightly higher than the target due rates this year being due later than last year.

Sundry Debtors

Type	Total	30 Days	60 Days	90 Days	90+ Days
Grants and Subsidies	151,055	151,055	-	-	-
Property Rent	5,501	3,893	-	-	1,607
Aqualife Fees	4,447	4,447	-	-	0
Leisurelife Fees	22,185	22,146	-	-	39
Community Development Fees	1,713	1,515	-	-	198
Health Fees	40,863	40,650	213	-	-
Other Fees and Charges	143,001	142,209	-	-	792
Building and Planning Application Fees	6,938	6,790	148	-	-
Infringements - Parking	894,490	116,100	44,356	34,926	699,108
Infringements - Animals	18,062	-	450	221	17,391
Infringements - General	36,073	200	-	-	35,873
Infringements - Bush Fire	11,848	1,250	-	-	10,598
Infringements - Health	4,803	1,000	-	-	3,803
Total Sundry Debtors	**1,340,979**	**491,255**	**45,167**	**35,147**	**769,410**

Sundry Debtor Aged Analysis

Maturity	$
Up to 30 days	491,255
31 - 60 days	45,167
61 - 90 days	35,147
90+ days	769,410
	1,340,979



Grants and Contributions

Details	Original Budget $	Revised Budget $	Receipt Status Invoiced	Remaining
Operating Funding				
Community Development				
Sponsorship	20,000	19,000	-	19,000
State Government Grants	2,500	2,500	-	2,500
Corporate Funds				-
Federal Assistance Grant	750,000	750,000	97,438	652,562
Federal Local Road Grant	350,000	350,000	42,680	307,320
Library Services				-
Book Council Grants	3,000	3,000	880	2,120
State Government Grants	3,000	3,000	-	3,000
Operations Office				-
State Government Grants	2,000,000	2,000,000	-	2,000,000
Street Operations				-
MRWA Direct Road Grants	50,000	50,000	90,423	-
Street Lighting Subsidy	31,000	31,000	-	31,000
				-
Non-Operating Funding				-
Asset Planning				-
State Government Grant	986,000	986,000	187,524	798,476
Parks and Reserves			-	-
Recreation Capital Grants	404,000	404,000	100,000	304,000
State Government Grant	4,190,000	4,190,000	-	4,190,000
Street Operations	-	-	-	-
Federal Government Capital Grants	-	-	-	-
MRRG Road Rehabilitation Grants	344,000	344,000	131,221	212,779
MRWA Black Spot Grants	1,661,500	1,661,500	240,881	1,420,619
State Government Grant	403,000	403,000	-	403,000
Transport Grants	752,500	752,500	137,000	615,500
Total Cash Deposits	**11,950,500**	**11,949,500**	**1,028,047**	**10,961,876**

Reserve Funds Descriptions

The purposes for which funds have been set aside by Council, in Reserve Funds, are outlined below -

Building Renewal
To be used to fund renewal projects associated with Council's Building assets.

Cash-in-Lieu
To be used to assist in funding initiatives associated with payments received as cash in lieu of required obligations or works.

Community Art
To be used to fund the purchase and placement of art for the Council and Community.

Drainage Renewal
To be used to fund renewal projects associated with Council's Drainage infrastructure.

Edward Millen Site
To be used to assist in improving and / or maintaining the Edward Millen site, including the associated grounds.
grounds.

Furniture and Equipment Renewal
To be used to fund renewal projects associated with Council's Furniture and Equipment assets.

Future Fund
To assist in funding projects and property purchases that diversify Council's revenue streams.

Future Projects
To assist in funding 'new' and 'upgrade' capital projects, with funding primarily derived from the sale of land assets.

Harold Hawthorne - Carlisle Memorial
To be used to provide funds to assist in conducting future Spring Garden Competitions.

Information Technology Renewal
To be used to fund renewal projects associated with Council's information technology assets.
significant insurance claims.

Insurance Risk Reserve
To be used for the purpose of meeting the difference between premiums and claims in the event of any significant insurance claims.

Other Infrastructure Renewal
To be used to fund renewal projects associated with Council's Other infrastructure.

Parks Renewal
To be used to fund renewal projects associated with Council's Parks infrastructure.

Pathways Renewal
To be used to fund renewal projects associated with Council's Pathways infrastructure

Plant and Machinery Renewal
To be used to assist in the acquisition and replacement of the Town's Plant and Machinery.

Renewable Energy
To assist in investigating and funding renewable energy projects within the District.

Roads Renewal
To be used to fund renewal projects associated with Council's Roads Infrastructure

Underground Power
To assist in the funding of projects associated with the installation of underground power and associated landscaping.

Urban Forest Strategy
To assist in funding initiatives associated with the Urban Forest Strategy

Waste Management
To assist in the funding of waste management and waste minimisation strategies

Reserve Funds Transactions

	Annual Opening Balance $	Transfer to Reserve $	Transfer from Reserve $	30 September 2019 Balance Actual $	Balance Budget $	Annual Revised Budget $
Building Renewal	521,433	-	-	521,433	521,433	557,366
Cash-in-Lieu	-	-	-	-	-	-
Community Art	727,269	-	-	727,269	727,269	543,443
Drainage Renewal	254,715	-	-	254,715	254,715	284,520
Edward Millen Site	1,959,453	-	-	1,959,453	1,959,453	1,739,335
Furniture and Equip Renewal	635,558	-	-	635,558	635,558	673,407
Future Fund	13,442,506	-	-	13,442,506	13,442,506	13,477,823
Future Projects	3,874,131	-	-	3,874,131	3,874,131	681,640
Harold Hawthorn - Carlisle	166,395	-	-	166,395	166,395	185,130
Information Technology Renewal	874,112	-	-	874,112	874,112	1,084,800
Insurance Risk Reserve	429,314	-	-	429,314	429,314	462,930
Land Asset Optimisation	2,183,400	-	-	2,183,400	2,183,400	1,686,300
Other Infrastructure Renewal	651,383	-	-	651,383	651,383	161,943
Parks Renewal	147,811	-	-	147,811	147,811	203,025
Pathways Renewal	452,505	-	-	452,505	452,505	86,697
Plant and Machinery	298,945	-	-	298,945	298,945	329,942
Renewable Energy	228,032	-	-	228,032	228,032	283,780
Roads Renewal	948,039	-	-	948,039	948,039	1,016,637
Underground Power	3,549,677	-	-	3,549,677	3,549,677	3,751,452
Urban Forest Strategy	-	-	-	-	-	500,000
Waste Management	1,052,688	-	-	1,052,688	1,052,688	675,375
	32,397,367	**-**	**-**	**32,397,367**	**32,397,367**	**28,385,545**

Capital Items

The following pages summarise the progress of the Capital Items.

For the purposes of these pages, the following indicators have been used -

Item Timing
This relates to how the item is tracking time-wise and is displayed using the following indicators -

☒	Behind
☐	On-Track
☑	In-Front

Budget Status
This relates to how the item is costing against the Revised Budget and is displayed using the following indicators -

☒	Over budget
☐	On budget
☑	Under budget

Completion Stage
This relates to where the item is currently, in terms of completion, and is displayed using the following indicators -

☐☐☐☐	Not commenced
■☐☐☐	Commenced
■■☐☐	Half-way completed
■■■☐	Nearing completion
■■■■	Completed

Capital Items

Particulars	Budget Status	Completion Stage	Revised Budget $	Year-to-Date Actual $
Land and Buildings			**2,677,400**	**169,371**
Renewal - Land and Buildings				
Harold Hawthorne Centre - Air Conditioning	☐	☐☐☐☐	91,400	0
Vic Park Quarter - Community Room Fitout	☐	☐☐☐☐	50,000	0
10 Kent Street - Interior Refurbishment (Disability Access)	☐	☐☐☐☐	35,000	0
Reactive Building Renewal Works Various	☐	☐☐☐☐	75,000	0
Administration Office - Lift Replacement	☐	■☐☐☐	180,000	48,134
Administration Office - Underground Carpark Security	☐	☐☐☐☐	15,000	0
Fletcher Park - Clubrooms - Security Screen Replacement	☐	■☐☐☐	20,000	0
Carlisle Reserve Clubrooms - Security Screen Replacement	☐	■☐☐☐	15,000	0
Raphael Park Clubroom - Refurbish change rooms	☐	■☐☐☐	75,000	0
Parnham Reserve Clubrooms- Security Screen Replacement	☐	■☐☐☐	10,000	0
Higgins Park Clubroom- Security Screen Replacement	☐	■☐☐☐	15,000	0
Aqualife - Plant Room - Ultraviolet Generators	☐	■■■☐	125,000	111,436
Aqualife - Outdoor Pool Refurbishment	☐	☐☐☐☐	150,000	0
Aqualife - Pool Plant - Dosing Controllers	☐	☐☐☐☐	25,000	0
Aqualife - Pool Plant Equipment Renewal	☐	■■■☐	10,000	9,800
Aqualife - Pool Water Treatment & Filtration Unit replacement	☐	☐☐☐☐	40,000	0
Aqualife - Hydrotherapy Pool scum grates	☐	☐☐☐☐	15,000	0
Parnham Reserve Clubrooms- Partition Replacement	☐	☐☐☐☐	20,000	0
Higgins Park Clubrooms - Change Room Refurbishment	☐	☐☐☐☐	75,000	0
Aqualife - 50m Pool Starting Blocks and Submersible Wall	☐	☐☐☐☐	235,000	0
Upgrade - Land and Buildings				
Upgrade - Aqualife Solar Panels	☐	☐☐☐☐	200,000	0
Land - Upgrade: 25 Boundary Road Subdivision	☐	☐☐☐☐	71,000	0
New - Land and Buildings				
Lathlain Redevelopment (Zone 2) - Buildings	☐	■☐☐☐	750,000	0
Lathlain Redevelopment (Zone 2x) - Buildings	☐	☐☐☐☐	380,000	0

Capital Items

Particulars	Budget Status	Completion Stage	Revised Budget $	Year-to-Date Actual $
Plant and Machinery			**1,265,000**	**89,392**
Renewal - Plant and Machinery				
182 VPK - Subaru Impreza Hatch (Plant 399)	☐	☐☐☐☐	25,000	0
162 VPK - Road Sweeper (Plant 341)	☐	■■☐☐	380,000	0
138 VPK - Falcon Truck (Plant 39)	☐	■☐☐☐	380,000	0
1GTF 071 - Holden Colorado (Plant 438)	☐	☐☐☐☐	35,000	0
1TQU 220 - Trailer (Plant 173)	☐	☐☐☐☐	10,000	0
157 VPK - Trailer (Plant 176)	☐	■☐☐☐	10,000	5,064
174 VPK - Trailer (Plant 178)	☐	☐☐☐☐	10,000	0
167 VPK - Toyota Camry Altise Sedan (Plant 395)	☒	■■☐☐	25,000	25,783
115 VPK- Subaru Impreza Hatch (Plant 393)	☐	■☐☐☐	25,000	24,967
169 VPK - Mazda 3 Sedan (Plant 388)	☐	☐☐☐☐	25,000	0
1EFZ 037 - Hyundai Sedan (Plant 334)	☐	☐☐☐☐	25,000	0
Minor Plant Renewal - Parks	☐	■☐☐☐	23,000	9,696
156 VPK - Plant Trailer (Plant 171)	☐	☐☐☐☐	25,000	0
Jarret Mow Deck (Plant 171)	☐	☐☐☐☐	30,000	0
142 VPK - Kubota Tractor (Plant 280)	☐	☐☐☐☐	95,000	0
1EMD 522 - Mazda B250 Tray Back Ute (Plant 346)	☐	■☐☐☐	32,000	0
1GTF 071 - Holden Colorado (Plant 438)	☐	☐☐☐☐	35,000	0
151 VPK - Speed Trailer (Plant 251)	☐	☐☐☐☐	50,000	0
173 VPK - Subaru Impreza (Plant 396)	☐	■☐☐☐	25,000	23,882
Furniture and Equipment			**183,400**	**-**
Renewal - Furniture and Equipment				
Administration Centre - Minor Expense - Allocation	☐	■■■■	33,400	0
Cardio Equipment Renewal (Aqualife)	☐	☐☐☐☐	150,000	0

Capital Items

Particulars	Budget Status	Completion Stage	Revised Budget $	Year-to-Date Actual $
Information Technology			**1,110,650**	**110,304**
Renewal - Information Technology				
System - Intranet and Councillor Portal	☐	■■■■	50,400	11,500
Hardware - Live Streaming System (Council Chambers)	☐	■■■□	80,000	56,102
Upgrade - Information Technology				
IT - Leisure Facilities Management System (Software)	☐	■■■□	12,300	3,218
IT - Library Management System (Software)	☐	■■□□	71,200	0
System Upgrade - Authority 7.x	☐	□□□□	140,000	0
Upgrade - Software - AP Workflow (Authority)	☐	■□□□	54,000	11,978
Hardware - Leisurelife Centre Technology Upgrade	☐	■■□□	120,000	0
Software - TRIM CM9 Upgrade	☐	□□□□	120,000	27,337
New - Information Technology				
Library - RFID Self-Service System	☐	□□□□	90,000	0
Software - Asset Management System	☐	■□□□	154,000	168
New- Software - Volunteer Database	☐	□□□□	7,000	0
New - Software - CAMMS Project PoC	☐	■□□□	16,550	0
New - Software - Property Management System	☐	■□□□	30,000	0
New - Software - Human Resources - Online Leave and Work Patt	☐	□□□□	16,500	0
IT - Relocation Hardware - 6 - 8 Kent Street (Parking and Rangers)	☐	■■■□	58,700	0
Software - Microsoft 365	☐	■□□□	90,000	0
Roads			**6,217,360**	**598,901**
Renewal - Roads				
Saleham Street (Goddard to Gallipoli)	☐	■□□□	143,000	1,385
Teague Street (Duncan to Harper)	☐	■□□□	212,000	725
Beatty Avenue (Somerset to Dane)	☐	□□□□	143,000	0
Westmorland Street (Creaton to Etwell)	☐	■□□□	67,500	11,775
Bishopsgate Street (Lion to Archer)	☐	■■■□	133,000	5,705
Cohn Street (Harris to Orrong)	☐	□□□□	112,500	0
Forster Avenue (Bishopsgate to Rutland)	☐	□□□□	83,000	0
Mackie Street (West of Gloucester to Washington)	☐	□□□□	93,000	0
Enfield Street (Waller to Rayment)	☐	□□□□	57,000	0
Howick Street (Gallipoli to Goddard)	☐	□□□□	183,600	0
Oats Street - Mars to Planet - Renew Seal (MRRG)	☐	■■■□	141,900	0
Oats Street - Tuckett to Rutland - Renew Seal (MRRG)	☐	■■■□	132,900	113,872
Resurface of rail crossing - Oats and Mint Streets	☐	■□□□	115,000	0
Oats Street and Star Street Roundabout	☐	□□□□	45,000	0
Harris Street - Oats Street/Mercury Street/Briggs Street	☐	□□□□	233,000	0
Briggs Street (Downing to Raleigh) Reseal	☐	■□□□	117,600	465

Capital Items

Particulars	Budget Status	Completion Stage	Revised Budget $	Year-to-Date Actual $
Renewal - Roads (continued)				
Planet Street (President to Kew) Reseal	☐	■□□□	105,000	0
Planet Street (Briggs to President) Reseal	☐	■□□□	120,000	265
Tuckett Street (Oats to Mercury)	☐	■□□□	77,000	0
Bank Street (Forward to End)	☐	□□□□	112,000	0
Albany Highway - Service Lane to Shepperton		□□□□	0	2,540
Upgrade - Roads				
Rutland Avenue - Oats Street to Welshpool Road	☐	■■■□	396,510	138,002
Hordern and Geddes Intersection (Blackspot)	☐	□□□□	54,500	0
Hordern and McMillan Intersection (Blackspot)	☐	□□□□	92,000	0
Hill View Terrace and Oats Street - Intersection and Pedestrian	☐	■□□□	258,000	291
Roberts Road and Orrong Road - Intersection	☐	□□□□	220,000	0
Kent and Haymen - Stage 1 - Pavement Upgrade (Blackspot)	☐	■■■□	618,300	323,876
Mint and Beatty Intersection (Blackspot)	☐	□□□□	187,750	0
Archer and Orrong Intersection (Blackspot)	☐	□□□□	401,000	0
Shepperton and Miller - Stage 2 - Pavement Upgrade (Blackspot)	☐	□□□□	1,562,300	0
Drainage			**497,700**	**6,320**
Renewal - Drainage				
Various - Pipe Renewal- Allocation	☐	■■■□	50,000	6,320
Various - Pit Renewal- Allocation	☐	■□□□	25,000	0
Various - Sump Renewal- Allocation	☐	□□□□	50,000	0
Unplanned Renewal Projects	☐	□□□□	40,000	0
Upgrade - Drainage				
130 Burswood Road (Hot Spot 51)	☐	□□□□	85,000	0
New - Drainage				
Bishopsgate Street - Improvements (LPRP)	☐	□□□□	197,700	0
Various - Right of Ways - Allocation	☐	□□□□	50,000	0

Capital Items

Particulars	Budget Status	Completion Stage	Revised Budget $	Year-to-Date Actual $
Pathways			**2,425,055**	**2,046**
Renewal - Pathways				
Lathlain Redevelopment (Zone 7)	☐	☐☐☐☐	578,000	0
Orrong Road (Alexander to Archer)	☐	■☐☐☐	58,000	0
Cornwall Street (Castle Way and Gallipoli Street)	☐	■☐☐☐	27,000	0
Upgrade - Pathways				
ROW52 Laneway Upgrade (IGA Laneway Revitalisation)	☐	■■☐☐	555,000	1,546
New - Pathways				
Goodwood Parade - Shared Path - Surface		■■■☐	394,555	0
Brodie Hall Drive - De Laeter to Sarich - Surface	☐	■☐☐☐	77,500	0
Rutland Avenue Shared Path (Miller to Oats)	☐	☐☐☐☐	685,000	500
Victoria Park Drive (Roger Mackay to Marlee Loop)	☐	■☐☐☐	50,000	0
Parks			**10,816,820**	**2,542,920**
Renewal - Parks				
Harold Rossiter - Lighting Renewal	☐	☐☐☐☐	12,000	0
Carlisle Reserve - Pole Floodlight Renewal	☐	☐☐☐☐	120,000	0
Raphael Park - Drinking Fountain	☐	☐☐☐☐	15,000	0
Raphael Park - Reticulation System Renewal	☐	☐☐☐☐	180,000	0
Playground Renewal - Parnham Park	☐	☐☐☐☐	80,000	0
Fraser Park - Synthetic Cricket Wickets	☐	☐☐☐☐	30,000	0
GO Edwards Park - Redevelopment	☐	■☐☐☐	1,872,200	451,891
McCallum Park - River Wall - Foreshore Landscape	☐	■■☐☐	567,470	86,776
George Street Reserve - Revegetation Project	☐	☐☐☐☐	60,000	420
Charles Patterson Park - Picnic Table and Benches	☐	☐☐☐☐	11,000	0
Rotary Reserve - Drinking Fountain	☐	☐☐☐☐	6,000	0
Upgrade - Parks				
Upgrade - Higgins Park Tennis Club - Court Modifications	☐	☐☐☐☐	732,850	155
Bolton Avenue Verge - Retaining Wall and Fencing	☐	☐☐☐☐	165,000	0
New - Parks				
John Macmillan Park - Redevelopment	☐	■■■☐	987,300	507,459
Lathlain Redevelopment (Zone 2) - Parks	☐	■☐☐☐	2,733,000	1,496,220
Lathlain Redevelopment (Zone 2x) - Parks	☐	■☐☐☐	3,245,000	0

Capital Items

Particulars	Budget Status	Completion Stage	Revised Budget $	Year-to-Date Actual $
Other Infrastructure			**1,141,000**	**1,000**
Renewal - Other Infrastructure				
Car Parks - Car Park Kerbs - Allocation	☐	☐☐☐☐	5,000	0
Lathlain Redevelopment (Zone 7) - Carparks	☐	■☐☐☐	350,000	0
Street Lighting - Albany Highway and Laneways	☐	☐☐☐☐	15,000	0
Upgrade - Other Infrastructure				
Balbuk Way Underground Power	☐	☐☐☐☐	125,000	0
New - Other Infrastructure				
Artworks - Allocation	☐	☐☐☐☐	50,000	0
Lathlain Redevelopment (Zone 2) - Public Art	☐	☐☐☐☐	33,000	0
Lathlain Redevelopment (Zone 2x) - Public Art	☐	☐☐☐☐	55,000	0
Public Art - Victoria Park Drive & Glenn Place Roundabout	☐	☐☐☐☐	50,000	0
Parking - ACROD Bays - Allocation	☐	☐☐☐☐	10,000	0
Lathlain Redevelopment (Zone 2) - Carpark	☐	☐☐☐☐	303,000	0
Albany Highway CCTV (Safer Neighbourhoods)	☐	☐☐☐☐	100,000	0
Street Lighting - Safety Improvements	☐	■☐☐☐	15,000	1,000
Signage - Parking Plan Works	☐	■☐☐☐	30,000	0


URBIS
COMMUNITY FACILITIES NEEDS ASSESSMENT
PREPARED FOR
TOWN OF VICTORIA PARK
OCTOBER 2019

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KEY FINDINGS AND
RECOMMENDATIONS
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KEY FINDINGS

Overview

This needs analysis explores community facilities requirements for the Town of Victoria Park (the Town) over the medium and long term in an environment of unevenly distributed population growth, demographic shifts and planned new facilities near to the periphery of the Town's boundaries.

This report focuses on identifying the Town's community facilities needs to inform subsequent work around delivery and siting options, and as a vehicle for informing the Council and the Community on the Town's needs going forward.

Project Scope and Underlying Assumptions

This report focuses on the long-term needs for the community facilities types as follows:

- Library Services
- Indoor Sport and Recreation Facilities
- Aquatic Facilities

We consider demand / need out to 2036 with this period in line with published population forecast information for the Town of Victoria Park.

There are no readily apparent clear benchmarks for local government provided indoor recreation / sporting and aquatic facilities, although we note a number of needs analyses identify indicative population thresholds for different facility types. These are used as broad indicators rather than prescriptive measures for facilities planning.

Identified need is inherently indicative because it can be influenced by a variety of factors including for example:

- Changing sport and recreation patterns and behaviours
- The standard, capacity and nature of the facilities offering
- The quality and accessibility of supporting services and amenities
- The program of competitions and sporting leagues attracted to facilities across the local area / region.
- The extent to which other sues might be co-located on site which might extend the appeal of the centre to a broader demographic range.

Influencing Factors

While we are mindful of these influences, this needs analysis focuses on influencing factors that we can apply some quantitative measure to in order to provide an analytical basis to the estimation of future needs.

In developing the needs analysis we have considered two future scenarios for the Town as follows:

- Scenario 1 – Assumes the town's future demand profile in the absence of the South Perth Regional Aquatic Facility, and
- Scenario 2 – Assumes the South Perth RAF has been built and is operational prior to 2036.

The factors we have considered include:

- Population Growth Forecasts and Distribution – we note much of the projected population growth is expected to occur in the Burswood precinct, which has implications for future service provision and proximity.
- Recreational activities participation rates across the resident population
- Proximity and accessibility of existing TOVP facilities to existing and future residents
- Proximity of Town of Victoria Park residents to competing current and planned facilities outside of the Town's boundaries including the mooted South Perth Regional Aquatic Facility.

We have factored these variables into our modelling to arrive at indicative estimates of attendances for Aqualife and Leisurelife into the future.

KEY FINDINGS

Approach

Our approach to this study is structured accordingly:

- Section 1 – Town of Victoria Park Population Analysis
- Section 2 – Town of Victoria Park Facilities Assessments (including the library, Aqualife and Leisurelife)
  - Section 2.1 Library
  - Section 2.2 Aqualife
  - Section 2.3 Leisurelife
- Section 3 – Demand Assessment
- Section 4 – Needs Assessment
- Section 5 – Summary Findings and Recommendations

Our approach to the needs analysis varies between estimating need for recreation and leisure facilities based on usage patterns, population growth and usage patterns and benchmarking for library facilities.

We have based our assessments of the facilities on the NS Projects Building Condition Assessments and Strategic Asset Review reports and on the direct feedback obtained through consultation with internal Town of Victoria Park facilities managers and other key staff. This has included direct interviews and group meetings.

We have used the Town's Forecast id projections of population growth by precinct out to 2036. This provides a reasonable base for demand estimation over time.

We have cross referenced TOVP provided attendance data for Leisurelife and Aqualife with ABS data on recreation participation rates by activity type and age cohorts.

We have analysed catchment population by drive time radii to existing and planned recreation facilities in and around the Town. While transport mode shift can be expected to occur in new development over time, drive time analysis provides the most useful proxy indicator of proximity / accessibility when estimating demand.

The library needs assessment has been informed in part by information available through the Australian Library and Information Association and benchmarking models from the State Library of NSW.

We have used data described in the NS Projects Building Condition Assessments and Strategic Asset Review and cross referenced with the data derived from consultation with the facilities managers to arrive at average usage statistics.

Market Demand / Need

Overall Sport and Recreation Facilities Demand

Based on population results and ABS recreation and sport participation rates, total demand for aquatic related and indoor sport and recreation activities from Town of Victoria Park residents in 2016 is estimated at approximately 814,000 attendances, with pool orientated activity believed to comprise approximately 33% (269,000) of the attendances.

By 2036, we expect overall TOVP resident generated demand for recreation centre and pool activity to reach approximately 1,222,555 (+50% on 2016 indicative demand and on par with the projected population growth rate) attendances, assuming the same participation rate and the population growth as projected.

Assuming this growth trajectory, the estimated catchment demand for 'wet' attendances rises to approximately 404,443 per annum and the 'dry' rises to approximately 819,112 by 2036.

It is important to note that not all of this demand can or should be captured by facilities located within the Town of Victoria Park. A variety of local government provided and private facilities (including commercial gyms & fitness centres, private swim schools and college pools) will cater to this demand. This is the nature of the competitive environment in which the Town's facilities will continue to operate.

KEY FINDINGS

Aqualife and Aquatic Facilities Demand

Scenario 1 – Without South Perth RAF

- Under this scenario, we assume the supply of facilities remains the same but the population growth as projected has occurred, primarily in the Burswood precinct of the Town.
- Our modelling suggests that Aqualife attendances may reach around 564,000 attendances per year across all uses if the market shares remain the same as 2018 in the absence of new facilities. This level of attendance would make Aqualife one of the busier aquatic centres in the metropolitan area.
- This increase in attendance will take the usage to around 90% of the facility's indicative capacity, still within the indicative carrying limits of Aqualife.
- There are however considerable constraints to achieving this level of usage given significant population growth is occurring within Burswood which is more than a 9 minute drive from Aqualife.

Scenario 2 – Assumes the South Perth RAF has been built

- Under this scenario, we assume the Town's estimated population remains the same as in Scenario 1, but that the South Perth Regional Aquatic Facility has been built.
- Aqualife's market share of attendances will be lower at around 484,000 attendances in 2036 across all uses. In this scenario the market share remains higher than the total projected TOVP resident demand for aquatic facility services, but will lose some patronage the new facility.

Leisurelife and Indoor Sport & Recreation Facilities Demand

Scenario 1 – Without South Perth RAF

- The assumptions in this scenario around population growth and distribution, usage rates and existence of competing facilities are identical to that for the Aqualife Scenario 1.
- Assuming the facility remains as it is, our modelling suggests that Leisurelife attendances will grow by approximately 50% to around 409,000 attendances in 2036.
- We note that even given this capture rate, this would take Leisurelife to around 75% of its indicative current capacity.
- Again, as with Aqualife, Leisurelife attendances will be constrained by population growth in the west of the Town. The Burswood precinct is an approximate 8 minute drive form Leisurelife.

Scenario 2 – Assumes the South Perth RAF has been built

- Under this scenario, Leisurelife attendances will be lower at around 328,000 attendances across all uses by 2036. In this scenario the market share is lower having lost some patronage to the new facility South Perth facility.
- This increase in attendance will take the usage to around 60% of the facility's indicative capacity.

Scenario	Projected Attendances	Change From 2018/19 Result	Indicative % of Capacity
Scenario 1 – Without South Perth RAF	564,000	+ 50%	90%
Scenario 2 – Assumes the South Perth RAF has been built	484,132	+ 28%	77%

Scenario	Projected Attendances	Change From 2018/19 Result	Indicative % of Capacity
Scenario 1 – Without South Perth RAF	409,556	+ 47%	75%
Scenario 2 – Assumes the South Perth RAF has been built	327,645	+ 18%	60%

KEY FINDINGS

Library Services

- Attendance at library programs totalled over 6.5 million, an annual increase of 6.7%. (source: Australian Public Library Statistics 2016-2017)
- While demand for library services is expected to continue (and we note that emerging trends points to a need for increasingly flexible and adaptable space, potentially doubling or incorporating community centre / meeting space.
- We assume that by 2036, TOVP library services should be catering for between 284,500 (base line) and 344,692 (enhanced target) visits per annum based on the ALIA benchmark guidelines against the projected growth.

Indicator	2036	Gain on 2018/19 Performance
Baseline Benchmark Target	284,508	+109%
Enhanced Target (ALIA)	344,692	+153%

Facility Implications

The key findings arising from the Community Facilities Needs Analysis are as follows:

Aquatic Facilities

- The established Aqualife facility is fit for purpose and appears to have sufficient capacity to accommodate demand going forward to 2036.
- The Aqualife facility should be retained as it a functional, serviceable facility meeting the needs of the Town's current and forecast population.
- There is no identifiable need for additional aquatic facilities within the Town of Victoria Park over the outlook period. This does not, however, preclude the delivery of an additional small scale facility in or near Burswood via a community benefit mechanism of some sort.

Leisurelife

- NS Projects have identified that, while Leisurelife is nominally fit for purpose, the facility of approaching the end of its functional life. Against this backdrop, and in view of the analysis we have completed we conclude the following:
- There is sufficient demand within the Town to accommodate a facility broadly featuring the following elements:
  - 2-4 multi use courts
  - Gymnasium / fitness space
  - Café
  - Community sport office space – although this will be influenced if South Perth proceeds
  - General community space for events like bingo
- The above needs can be accommodated in indicative floorspace of 4,000 to 5,000 sq.m (contingent on co-location with other use/s)
- This quantum of space could be aggregated in one place – i.e. the existing Leisurelife site or in an alternative location better suited to the servicing of the shifting population distribution over time.
- If the South Perth facility proceeds, we would expect a facility of broadly the same use types but at the lower end of the scale

Library

- Given an indictive benchmark per sq.m floorspace provision of around 23 sq.m per resident, we would reasonably expect the optimal floorspace provision by 2036 to be in the range of 2,200 – 2,500 sq.m gross floor area with a seating capacity of approximately 260 and provision of 18-24 public access computers. A facility of this size would be approximately three times the floorspace currently provided in the existing library.
- The key point however is, area aside, a new library facility would need to be a flexible, adaptive space to accommodate the requirements of a changing demographics, library usage patterns and the potential to collocate other uses in the space.

KEY FINDINGS

Conclusions and Development Implications

- Based on the analysis outlined on this report we conclude, in summary the following:
  - **Aqualife** is functional and fit for purpose as a long term viable facility and should be retained. Future uses may see the co-location of other sport and recreation facilities and services from Leisurelife. Aqualife may be complimented by the provision of a smaller aquatic facility to be located in or near the Burswood precinct.
  - There is an opportunity to encourage development of a small scale facility in Burswood to cater to the significant future growth in this locality (consideration should be given to provision through community benefit policy control arrangements).
  - **Leisurelife** is approaching end of life. The Town should explore a renovated facility or replace it with a new, purpose built, tailored facility. Its functions could also be co-located with Aqualife.
  - **The Library** is inadequate in its current form and needs either an expansion of its floorspace or re-establishment in a new purpose built multi-use facility. A less preferred option is to replicate the library functions in an additional facility located elsewhere in the Town, but presumably closer to where the future popaution growth will occur.

	Status Quo	Renovate / Refurbish	Redevelop / Relocate
Aqualife	✓	✓	✗
Leisurelife	✗	✓	✓
Library	✗	✓	✓

Next Steps

- As stated in the Introduction section of this study, the purpose of Part 1 of the Needs Analysis is to provide the evidence base for Part 2 of the study.
- Part 2 of the study will address three key elements:
  - Site identification and assessment
  - Concept planning


INTRODUCTION

INTRODUCTION AND CONTEXT

Introduction

In April 2019, the Town of Victoria Park received detailed Building Condition Assessment and Strategic Asset Reviews for the Aqualife, Leisurelife, Administration and Library facilities by NS Projects.

The assessments outlined short-term and long-term recommendations for the facilities based on a review of their usage, functionality, and maintenance / refurbishment requirements. In brief, the assessments concluded the following:

- **Aqualife -** is a viable long-term facility and should be retained, with some potential for further expansion if required.
- **Leisurelife –** is approaching physical and functional obsolescence over the next 5-10 years and will require either significant investment to extend its life or be replaced with an alternative facility.
- **Library –** is a viable long-term opportunity for asset management expenditure but is inadequate for the current and future population's needs, constrained by the existing builtform and will require an alternative siting for a second library facility.
- **Administration building** – is likely to be functionally obsolete within 10-15 years and has inadequate space provision. The building should form part of the Town's asset renewal program.

Following these studies, the Town of Victoria Park has appointed Urbis to undertake a needs assessment study to identify demand for community facilities into the future, and to advise on the spatial and builtform implications of the needs analysis. The outcomes of the needs and demand analysis will inform future planning of precincts within the Town and address potential facility shortfalls over the long term.

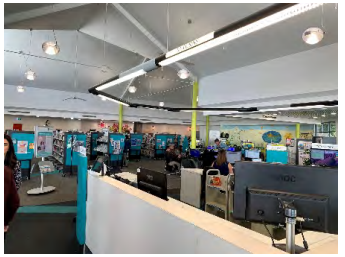
The Town of Victoria Park is beginning to experience significant growth pressures, which will accelerate with the development of Burswood precinct over the coming decade or so. As a result of this growth, the Town is looking to understand and plan for the optimal provision of community facilities to service the Town's population and it is against this backdrop the needs analysis has been developed.

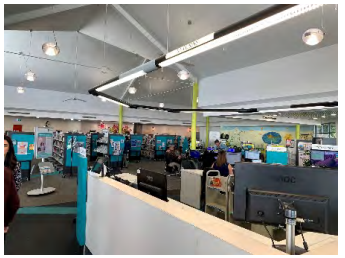
The demand analysis we have undertaken in this study is predicated on the demand for facilities and services based on the Town's resident activities. For sport, recreation and library services, the facilities will be used by people living outside the Town's boundaries, and while these attendances will supplemental uses naturally occur in any jurisdiction, this exercise is predicated on assessing TOVP resident demand and needs only.

Over and above population growth and demographic change, demand is influenced by the intersection of a range of factors including propensity for recreational activity, the capacity, range and standard of the facilities and services (especially in the context of competing options), and proximity and accessibility for the residents.









REPORT STRUCTURE

- The Town of Victoria Park Community Facilities Needs Analysis is a two part investigation designed to provide the Town with an evidenced base analysis of the need for community facilities by 2036. Part 1 – Needs Analysis addresses the demand for facility based services under two scenarios: with and without the South Perth Regional Aquatic Facility being delivered, whereas Part 2 will explore the siting options open to the Town into the future and the concept planning of these options.
- This report deals only with Part 1 of the overall project.

Part 1 – Needs Analysis

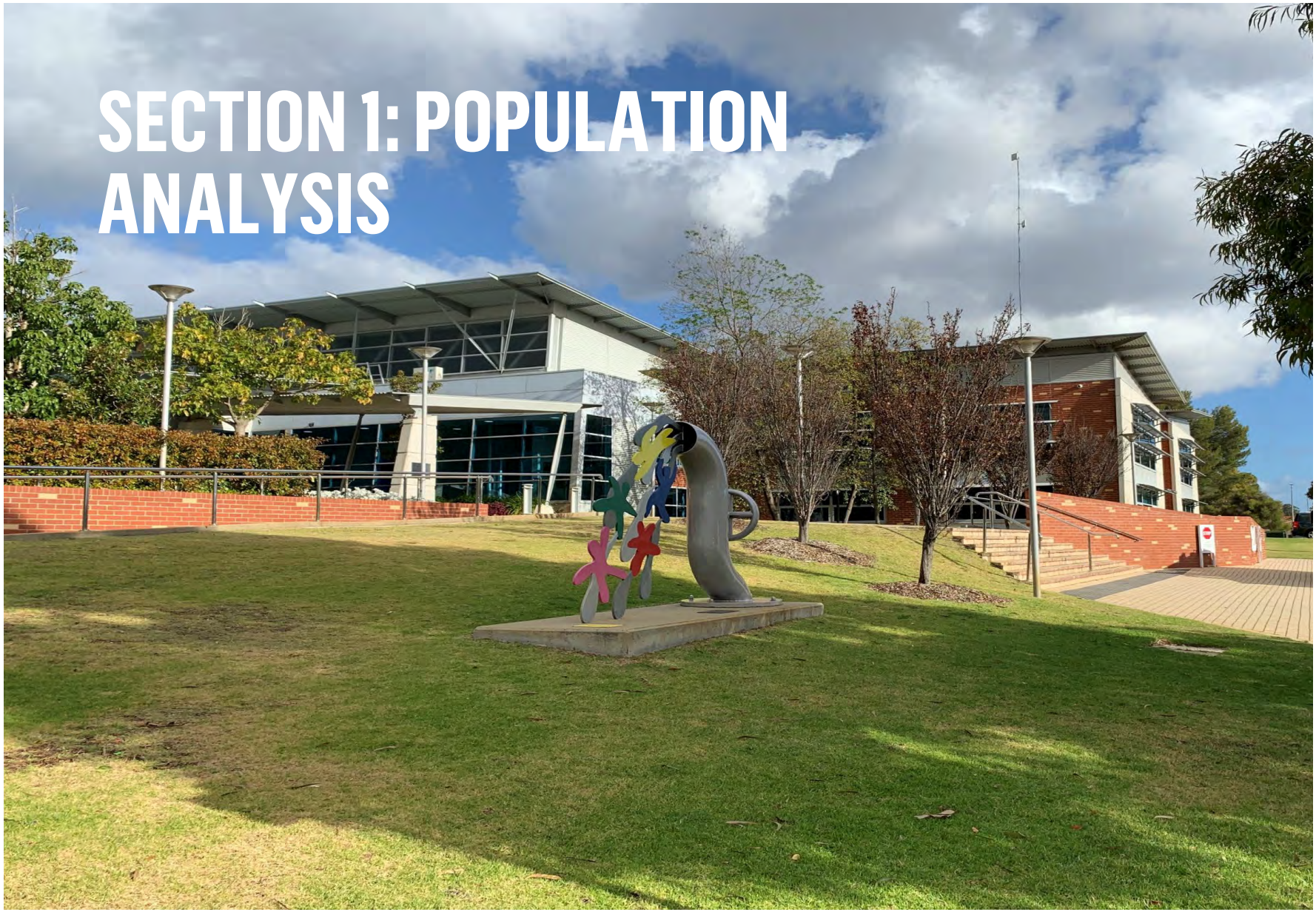
Population and Demographic Analysis	TOVP Facilities Assessment	Recreation and Civic Demand Assessment	Needs Analysis	Findings and Facility Implications

• Review of TOVP demography and population projections.
• Analysis of distribution of growth cohorts.
	• TOVP facilities profiles and performance.
	• SWOT analysis of facilities.
		• Catchment recreation and civic services participation rates and benchmarking.
		• Drive time analysis of catchment population distribution 2016 – 2036.
		• Facilities usage projections.
			• Analysis of facilities needs to 2036 under two scenarios:
			  • Without the South Perth RAF.
			  • Assuming the South Perth RAF has been built and is operating by 2036.
				• Summary of key analysis findings.
				• Summary of TOVP facility implications going forward.
				• Recommendations on second stage investigations.

Part 2 – Siting Options, Spatial and Concept Planning Implications

Site Identification and Assessment	Concept Planning
• Assuming short listed service delivery options (max 3), identify suitable sites for new facilities • Assess the sites against an MCA framework to arrive at the preferred site(s).	• Produce high level concept plans / blocking diagrams of preferred delivery option(s) on preferred site(s). • Workshop with TOVP executive / council.

SECTION 1: POPULATION ANALYSIS

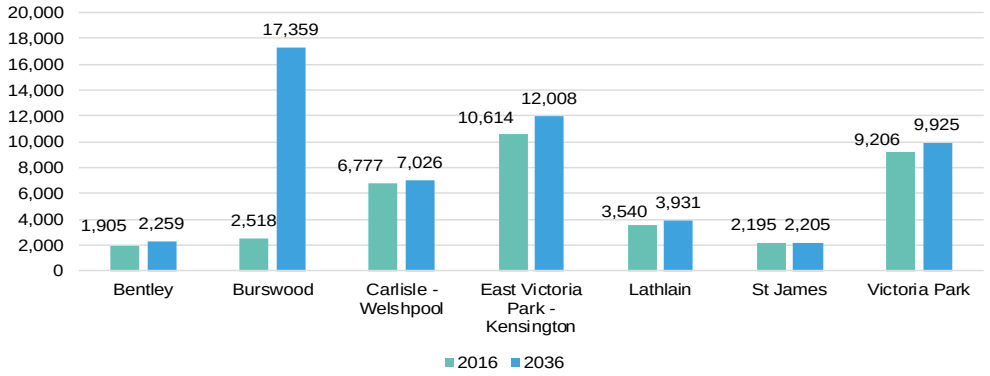


TOVP POPULATION PROJECTIONS

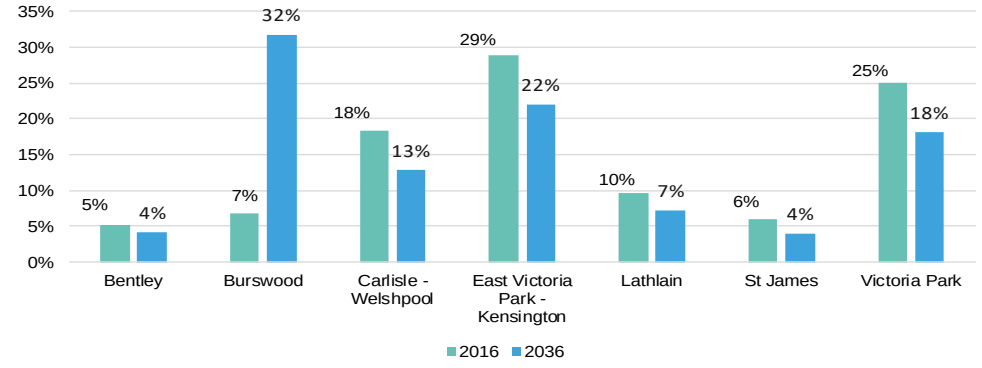
KEY OBSERVATIONS

- Forecast id population projections for the Town of Victoria Park suggest that between 2016 and 2036, the Town's population will grow around 49% to a total of approximately 54,700 residents.
- Growth across the precincts in the town is relatively modest with the notable exception of the Burswood precinct which is forecast to grow by more than 580% in the twenty years to 2036 with the precinct expected to accounted for around one third of the Town's population by 2036.
- We note the WA Tomorrow projections for the Town of Victoria Park local government area, with Band E, the highest in the forecast bands, projecting a population of 43,750 by 2031. The published Forecasts ID estimates are tracking around 14% than the WA Tomorrow projections.
- While the Forecast id numbers may be on the high side, the quantum of population growth is a useful basis for estimating demand against the most optimistic scenario.
- We have also noted that SAFi population projections for SA2s do not readily line up with Town of Victoria boundaries and in a number of cases extend into adjacent local government areas.
- Given that the focus of this study is to determine demand for facilities generated by Town of Victoria Park residents, which ultimately informs the planning of these facilities for the Town's residents, we have not used SA2 population projections.

TOWN OF VICTORIA PARK SMALL AREA POPULATION PROJECTIONS: 2016-2036



TOWN OF VICTORIA PARK SMALL AREA POPULATION DISTRIBUTION: 2016-2036



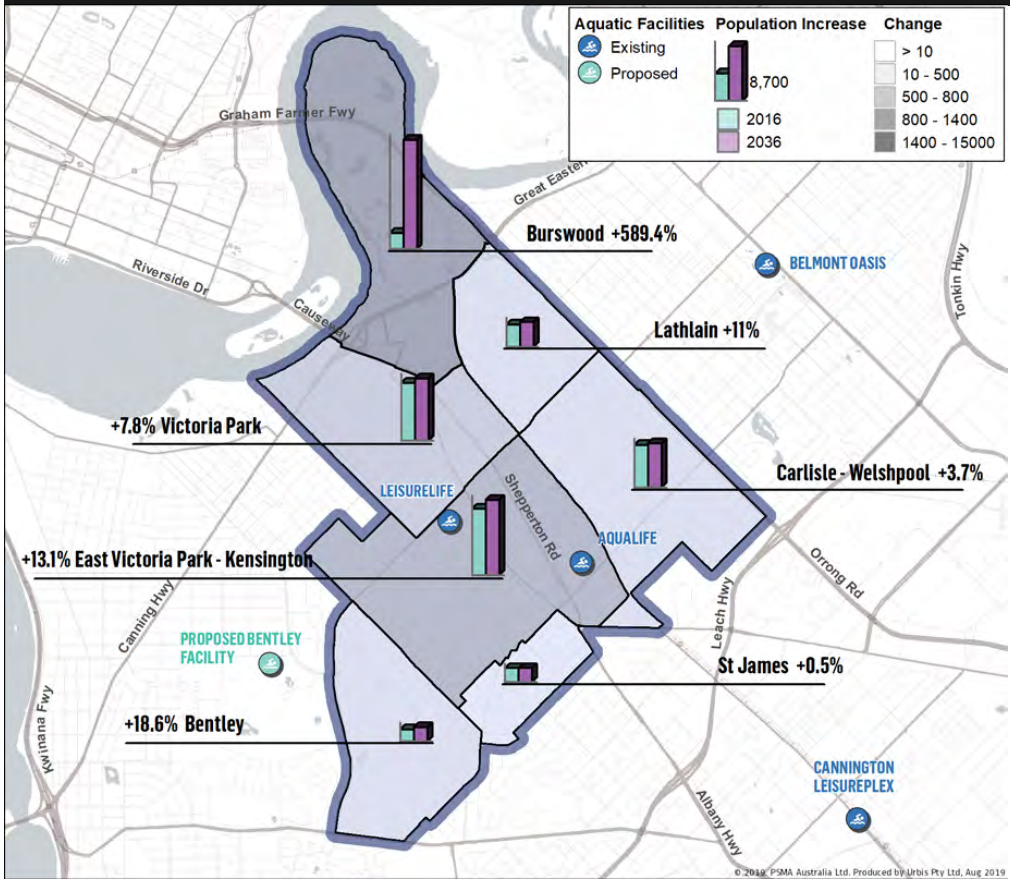
Source: Forecast ID

POPULATION CHANGE BY TOVP PRECINCT: 2016 - 2036

KEY FINDINGS

- The map to the right graphically represents the location of current and proposed aquatic facilities near to the Town of Victoria Park boundaries relative to the Town's precinct boundaries and associated population growth projections.
- The map clearly shows that the Town's population growth is clearly heavily weighted to the Burswood precinct.
- Of the net new population forecast (18,000 approx.) for the Town by 2036, 83% of this growth is projected to occur in the Burswood precinct.

PRECINCT POPULATION GROWTH AND AQUATIC FACILITIES



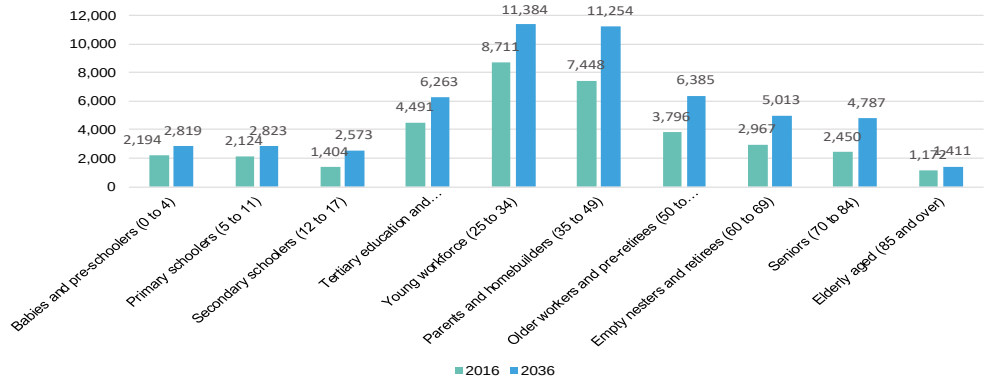
Source: Urbis and Forecast id

TOVP POPULATION PROJECTIONS - DEMOGRAPHY AND COHORT DISTRIBUTION

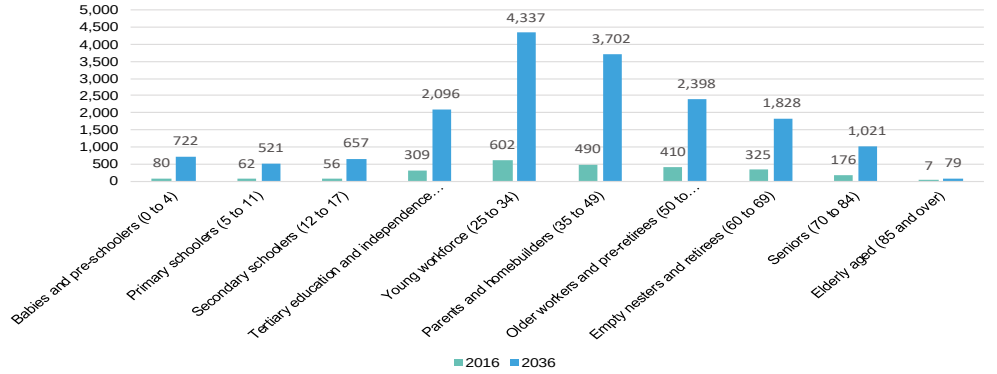
KEY OBSERVATIONS

- The key growth cohorts for the Town are in the 25 - 34 and 35 - 49 year age cohorts which are expected to grow by 21%.
- Older workers, empty nesters and retirees (50 – 69) are also expected to grow notably over this period.
- In Burswood where much of the growth is expected to occur, the growth curve rate for these cohorts is expected to outpace the Town as a whole with growth in the 25 to 34 cohort estimated at 25%.
- The change in population cohorts is significant different cohorts have varying propensities to engage with different activity types, particularly those that are centre or facility based.

TOWN OF VICTORIA PARK COHORT POPULATION PROJECTIONS: 2016-2036



BURSWOOD SMALL AREA COHORT POPULATION PROJECTIONS: 2016-2036



Source: Forecast ID

SECTION 2: FACILITIES ASSESSMENTS

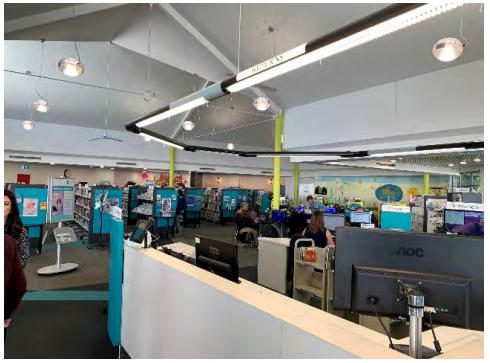


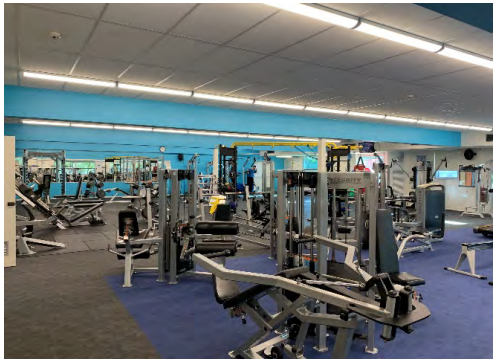
GENERAL APPROACH

KEY OBSERVATIONS

- Our assessments of the Town of Victoria Park facilities drew on the following inputs:
  - Interviews with facilities managers
  - Facility usage data provided by the facilities managers.
  - The NS Projects Building Condition Assessment and Strategic Asset Review reports.
  - Published reports and data on broader facilities usage trends.
- We have conducted the assessments in the absence of facility user postcode data which we recommend as an important measure in understanding facility usage going forward.
- Where attendance data has been provided (e.g. Aqualife and Leisurelife), the data is for a single year only and the absence of historical attendance data means that trend analysis is not possible.

TOWN OF VICTORIA PARK FACILITIES

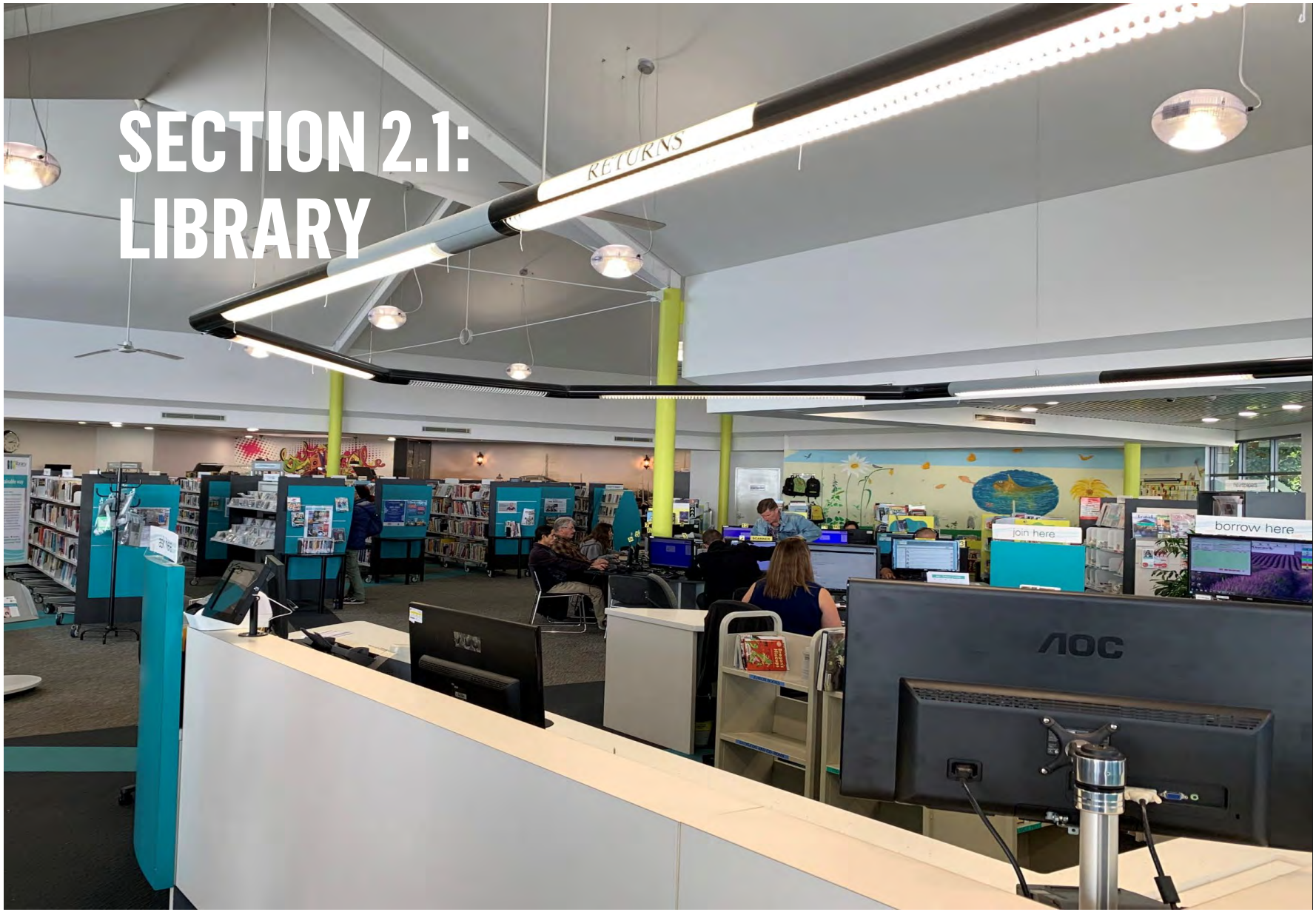








SECTION 2.1: LIBRARY



LIBRARY OVERVIEW

Element	Description
Profile	• 844 sq.m floor area (1,054 sq.m with the Law Centre) • 18 Staff & 8 casuals equivalent to 10.9 FTEs – maximum of 3 FoH staff at peak periods • Currently open 59 hours / week • Services include: book loans and E-services, programs for junior, school holiday programs, Buzz Week for adults
Issues and Challenges	• Floorspace provision approx 50% of benchmark requirements for current population • Poor disability access • Size and resourcing constraints means that the library is not catering well for people with disabilities, Indigenous and culturally and linguistically diverse (CALD) community members • Security and CCTV coverage • Inadequate office and back of house space
Functional Capacity & Peak Periods	• Peak periods include mornings for personal computers from 9 to 11am • After school from 3pm to 5:30pm • Saturdays • Currently catering for around 500 people per day with no significant variation between days and times • Borrowing and usage are equally important
Usage Trends	• 16,646 members (equivalent to 45% of the resident base) • 136,000 visitors (approx.) in 2018 / 2019 • 133,000 items loaned • 20,156 PC logins • 105 Literacy and learning programs for adults – 1,496 attendances • 247 Literacy and learning programs for children – 11,307 attendances • 13-24 age cohort use is increasing
Stakeholders / Users	• High focus on young families and early literacy • Socially isolated of all ages • Baby boomers and older age cohorts • Large increase in high school students of all ages • Functions as a defacto drop-in / hang-out space for teenagers • Crosses over as a social support mechanism
Suitability for Purpose	• Small size constrains space planning and programming for different uses • Serves an important community role but is constrained by capacity
Building Expenditure	• 15 year estimated required renewal / replacement building expenditure - $1,195,287 (excluding projects) • 15 year average annual building costs - $335,934 • Poor or very poor condition component costs - $79,459

LIBRARY USAGE AND CAPACITY

KEY FINDINGS

- The library is estimated to be performing at about 69% of the benchmark for per capita attendances per annum. (The Australian Libraries Statistical Report 2015 / 2016 points to indicative per capita visits of around 4.8 per annum. This would suggest that the library is performing closer to 75% of the benchmark, but still underpar in relative terms)
- Overall library attendances are estimated at approximately 136,000 although this is for the last financial year and no historical data was available.
- Using the Australian Library and Information Association's Standards and Guidelines for Australian Public Libraries, we note that the TOVP's library's performance against baseline benchmark performance targets per capita as follows:
  - Library loans – approximately 43% of the implied benchmark (133,000 vs 308,700 benchmark target).
  - FTE staff – Consistent with baseline benchmark.
  - Public computers - Consistent with baseline benchmark.
- We expect the apparent underperformance in loans is illustrative of the constrained spatial capacity of the library.

LIBRARY PERFORMANCE AGAINST BENCHMARKS

Indicative Annual Use (Atendances)			Performance against Benchmark per capita visits (2018)	Implied Target Visits to meet Benchmark (2036)
Data / Interview	NS Projects Facilities Audit	Ave.		
134,365	137,708	**136,037**	69%	284,508

Source: TOVP, NS Projects and Urbis







LIBRARY SWOT ANALYSIS

STRENGTHS

- Established profile in East Victoria Park in a central location.
- Adjacent to the Park Centre shopping centre, an established activity node and destination attractor.
- Opposite John MacMillan Park providing access for users to valuable green space.
- Relatively easily accessible for most town residents currently.
- Good membership base – 16,000 members equivalent to 44% of the resident population equates to a solid level of local resident 'ownership'.
- Some flexibility of space usage with shelves on wheels allowing the main floor to be made available for other uses.

WEAKNESSES

- Limited opportunities for expansion or renovation of space except perhaps into the Sussex St Law tenancy.
- Suboptimal interface with the street and the John MacMillan Park.
- Constrained office, storage / collection space.
- Disconnected from the Community Centre depriving the library of the opportunity to leverage Community Centre usage patterns.
- Disability access is limited.
- Shift in population means that population growth areas in the west of the Town are physically disconnected form the library.
- Insufficient space to cater for future / benchmark demand.

OPPORTUNITIES

- Capacity to extend the library floorspace into the Sussex Street Community Law Services space to increase library size.
- Broadening the digital literacy / digital hub options available to the community.
- Opportunity to work with culturally and linguistically diverse (CALD) and Indigenous community.
- Opportunity to introduce specialised staff to cross mover between general library functions & specialised functions for target groups like youth, literacy groups etc.
- Co-locate library functions with other functions like community centre, child heath, toy libraries, café space, administration kiosk functions.
- Co-location / service extension to include MyGov services
- Early literacy.

THREATS

- Competing libraries in South Perth, Belmont and City of Perth.
- More flexible offerings in commercial spaces – cafes and bars attracting older groups with the opportunity to combine food & beverage with reading / book club activities.

NATIONAL LIBRARY USAGE TRENDS

KEY FINDINGS

- The Australian Library and Information Association in its 2014 study identified 12 emerging key trends in library use that will influence the design and operation of libraries into the future.
- These themes speak to the evolving role of libraries into the future. Changing / expanding roles will most likely impact spatial demand as a diverse range of functions may necessitate space configuration and optimisation.

KEY EMERGING LIBRARY USAGE THEMES

Theme	Description
50:50 by 2020	A challenge for public libraries and their funders will be to maintain collections of the same titles in multiple formats
Reading - A National Pastime	44% of people have literacy difficulties. Libraries have a role to play in this space
New Media	Libraries will be an important route to readers, but this will require the development of new delivery methods beyond the current ebook platforms.
Support for the Creative Economy	Authors, publishers and booksellers are under growing pressure from global internet retailers. Libraries make available new works & allow 'buy it now' through library management systems
Community Created Content	Digital publishing and print-on-demand bring content creation within the reach of individuals and communities – useful for local history groups, researchers & clubs
It's Not All About the Book	Book borrowing will remain core but libraries have a role in connecting users to information and ideas & bringing people together
Maker Spaces	3D printing and other technologies expand opportunities for learning through play
Enterprise Hubs	Libraries as locations for teleworkers, small businesses looking for web conferencing and meeting rooms
Online Learning	Partnerships with higher education institutions offering courses remotely will see more students using public libraries as local meeting and study spaces.
Everyone a Member	Connecting library membership to other uses through loyalty programs / smart cards
Local Service Through a National Network	Need to collaborate & network local libraries for cooperative uses
The Meaning of Free	Emerging pressure to chare for additional services beyond fee book loans

Source: ALIA – Future of the Library and Information Science Profession: Public Libraries 2014

LIBRARY BENCHMARKING

KEY FINDINGS

- Both Queensland and New South Wales provide direction in terms of the panning and provision of public library floorspace.
- Benchmarks point to an indicative floorspace provision per capita of resident population in the range of 22 – 25 sq.m.
- Applying these benchmarks, the current provision of floorspace in the Town's Sussex Street library is considered under par when compared to other more modern facilities and library provision benchmarks.

BENCHMARK LIBRARY FLOORSPACE PROVISION PER CAPITA

Catchment Population	Ind. Required Floor Area
25,000	1,410
30,000	1,583
35,000	1,753
36,755 (2016 TOVP Pop)	1,812
40,000	1,920
45,000	2,084
50,000	2,245
54,000 (2016 TOVP Pop)	2,372
60,000	2,558

Source: State Library New South Wales and Urbis

Catchment Population	Minimum Floor Area (Sq.m)
25,000	1,073
30,000	1,287
35,000	1,502
40,000	1,716
45,000	1,832
50,000	2,035
60,000	2,376

Source: State Library of Queensland

SECTION 2.2: AQUALIFE



AQUALIFE OVERVIEW

Element	Description
Profile	• Main pool built 1965, main facility built 2006 • 4,918 sq.m floor area • 24 FTE staff – Mostly casual, 6 FTE present at any one time shared with Leisurelife • Internal 25 m indoor pool, 50 m outdoor pool, hydrotherapy pool, spa, sauna, gym, club room, creche & multi-purpose floor area • Swim school office and general office space
Issues and Challenges	• Limited meeting space for community groups • Club room usage suboptimal owing to dated usage agreements • Parking areas used by TAFE students, limiting Aqualife user access • No family water play areas • Inadequate turnstiling limits better analysis of usage including post code analysis, point of sale technology is suboptimal • Gym needs upgrading (as per NS Projects report) • Combined Leisurelife / Aqualife membership is stagnant • Swim shop not operational
Functional Capacity & Peak Periods	• Generally consistent usage with peak months January to March • No significant variation in use times
Usage Trends	• Recent annual attendances around 377,000 per annum • General rec swimming – 68% • Creche uses – 4,670 • Learn to swim – 10% • Health & fitness – 21% • No major change in usage patterns over the past • No seniors programs
Stakeholders / Users	• Swim Schools • Rehabilitation uses • Programmed classes • Casual swimmers • Swim training & other groups & clubs
Suitability for Purpose	• Long term viable facility and fit for Purpose • Will continue to serve an important community role but long term use may decline given population shifts and emerging new competition
Building Expenditure	• 15 year estimated required renewal / replacement building expenditure - $5,048,290 (excluding projects) • 15 year average annual building costs - $335,934 • Poor or very poor condition component costs - $241,116

AQUALIFE ATTENDANCES

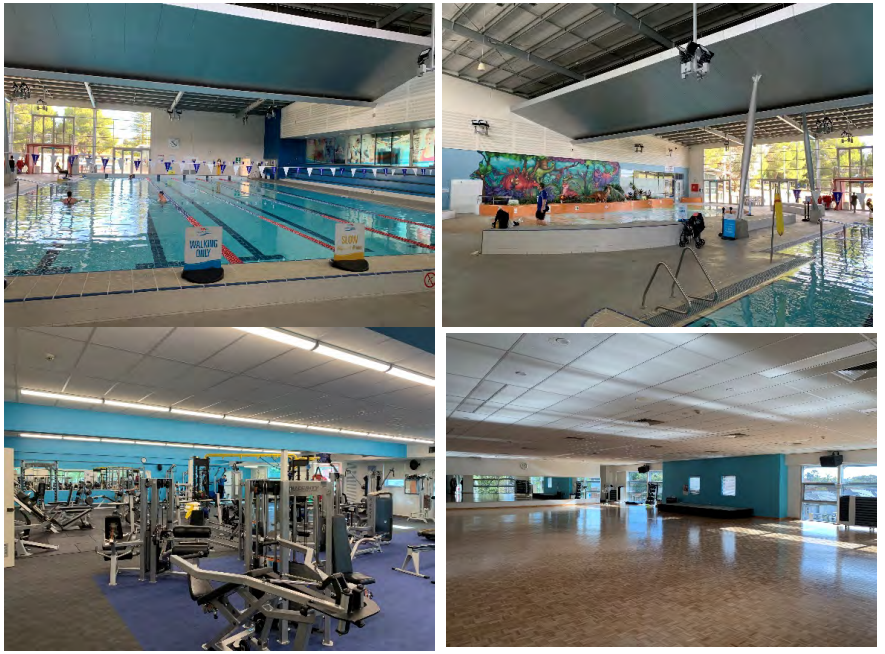
KEY FINDINGS

- The facility is currently running at approximately 60% of capacity according to facilities managers and caters for around 377,107 total attendances over the financial year, with approximately 77% comprised of pool use of some type. Indicative full capacity is in the order of 628,000 attendances per year.
- Estimated pool related attendances at Aqualife (indicatively around 258,000 per annum) are slightly lower than what we would estimate from the demand modelling (approx. 269,000). This points to Aqualife drawing from a wider base than just TOVP residents, as would be expected. Moreover, the indicative demand for overall aquatic facility demand from the TOVP residents must assume that some of the demand will be absorbed by other facilities.
- Based on 2018 – 2019 attendance data for Aqualife, we not that 'wet' (i.e. pool related attendances) activities account for 77% of the attendances whereas 'dry' (i.e. all other uses like gym, classes etc.).

AQUALIFE PERFORMANCE AND CAPACITY

Indicative Annual Use (Atendances)			Attendances as % of Indicative Capacity (Anecdotal)
Data / Interview	NS Projects Facilities Audit	Ave.	
247,725	300,000	**273,863**	50%

Source: TOVP, NS Projects and Urbis



AQUALIFE SWOT ANALYSIS

STRENGTHS

- Established facility with good community recognition.
- Unused capacity means that Aqualife has the capacity to absorb increased usage without major renovations / upgrades.
- One of only three aquatic facilities within the immediate region.
- Easily accessible.
- Long term viable facility.

WEAKNESSES

- Limited parking availability.
- No family water play areas.
- No senior programs to speak of.
- Café facility is currently not operating, lack of café means that patrons are staying less.
- Office and front counter access and reception public could be improved.
- Not currently capturing all patronage owing to older style, non swipe turnstiles.
- Older style facility that will lack the appeal of new integrated facilities like South Perth RAF.
- Shepparton Road is a barrier to residents to the south.

OPPORTUNITIES

- Space on site to expand other sport and recreation / community uses.
- Co-location existing Leisurelife facilities on site (with significant site expansion / capital investment).

THREATS

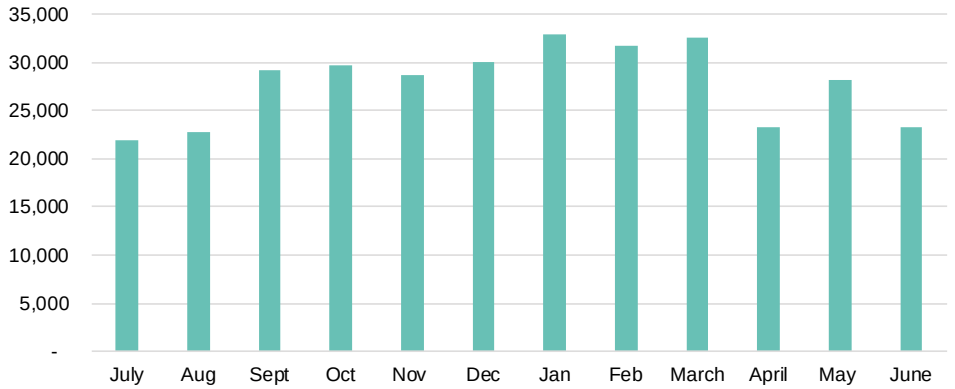
- South Perth RAF will divert patronage from areas like Bentley, Victoria Park and East Victoria Park – Kensington.
- Longer term upgrades of Belmont Oasis will similarly influence usage patterns.
- Competition from Curtin University and private schools swimming pool provision (e.g. Wesley College pool).
- Projected population growth in the Burswood precinct means an increasing percentage of the town's population will be further away from Aqualife over time.

AQUALIFE 2018/19 PERFORMANCE

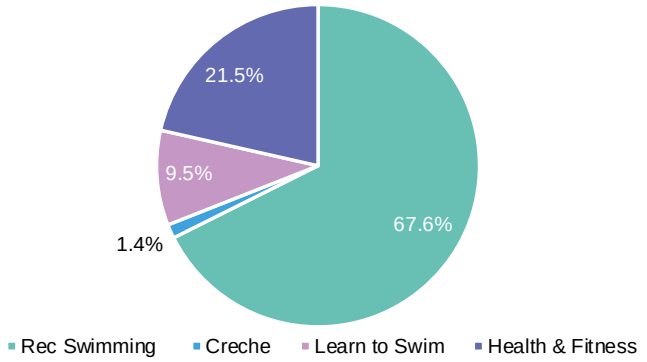
KEY FINDINGS

- Average around 27,800 attendances monthly.
- January peak 50% higher than July trough.
- Overall attendances approximately 5% above budget:
  - Gym / Fitness attendances slightly below budget
  - Rec swimming and Learn to Swim 7% and 10% ahead of budget respectively – together they account for 77% of attendances

AQUALIFE 2018-19 TOTAL ATTENDANCES (ALL USES)



AQUALIFE 2018-19 DISTRIBUTION OF ATTENDANCES BY TYPE




SECTION 2.3:
LEISURELIFE
SUBS
DARK
PERIOD
TEAM FOULS
PERTH REDBACKS
1984
Phone 9472 8110
admin@perthredbacks.asn.au
@perthredbacks
VICTORIA PARK
TEXTURE WA
Hotfrog
MOBOOM
THANK YOU
to our WABL
TEAMSPONSORS
PERTH
REDBACKS
BASKETBALL

LEISURELIFE OVERVIEW

Element	Description
Profile	• Built 1983 • 5,813 sq.m floor area • 24 FTE staff – Mostly casual, 6 FTE present at any one time shared with Aqualife • 3 multiuse courts, 4 squash courts, gym, meeting spaces, local sporting club offices, café / kiosk, front desk reception and back of house offices, community centre
Issues and Challenges	• Poor accessibility • No tiered seating limits the seating and event visibility capacity - disincentive to key sporting bodies for competitions • Poor creche / playgroup access and noncompliant with childcare standards • Security issues and John MacMillan Park aspect is suboptimal • Combined Lesiurelife / Aqualife membership is stagnant • Inadequate fitness areas • Poor visibility of meeting rooms / community space • Ageing facility nearing end of life over the next 10 years • Less appealing for general users and sporting groups & corporate teams compared to more modern, better designed and appointed public and private facilities • No outdoor areas for short court indoor soccer • Homelessness issues
Functional Capacity & Peak Periods	• Peak monthly use July – August, drops away in Summer • Peak periods are evenings and weekends with basketball and netball usage • Court areas used for bingo • Gym use peak period 5:30 – 7:30am & evenings • Seniors programs twice per day
Usage Trends	• Recent annual attendances around 274,000 per annum, mostly local patrons and team sports • Sports & programs – 37% • Creche uses – 1,403 • Room bookings– 13% • Health & fitness – 21% • No major change in usage patterns over the past • No significant school usage, not appealing to teen markets • Vacation care program in decline du to increased compliance costs • Bingo in decline
Stakeholders / Users	• WA Disabled Sports Association, Perth Basketball Association, Agility Rehabilitation
Suitability for Purpose	• Nominally suitable for purpose but approaching end of life. Decline will be exacerbated by population shifts and emerging new competition
Building Expenditure	• 15 year estimated required renewal / replacement building expenditure - $2,906,818 • 15 year average annual building costs - $193,788 • Poor or very poor condition component costs - $996,716

COMMUNITY CENTRE OVERVIEW

Element	Description
Profile	• Part of Leisurelife complex • Staffed 2 days per week, 1 FTE split between 3 people
Issues and Challenges	• Poor accessibility • Poor physical visibility and community awareness • Poor creche / playgroup access and noncompliant with childcare standards • Security issues and John MacMillan Park aspect is suboptimal • Poor visibility of meeting rooms / community space • Ageing facility nearing end of life over the next 10 years • Homelessness issues • No real seating capacity so nowhere for people to come and relax • Ageing facility with poor lighting and air-conditioning • Inadequate storage • Small food & beverage area • Outside space needs renovation / improvement
Usage Trends	• Anecdotally thought to be at about 35-40% capacity • Space for hire for community groups • Booked 5 nights / week for uses like yoga, community groups, local orchestra group usually for around 2-3 hours / night • Space for children's birthday parties • Regular books are stable • Some trend towards daycare and private sector classes
Stakeholders / Users	• Part time and casual usage by groups various community groups • Underserviced groups / communities include: millennials, under 55s, social isolated, migrant population / ethnic groups • Market need for skills building in social environments for younger demographics
Suitability for Purpose	• Space in significant need of refurbishment / renovation • Inadequate as community centre and disconnected from the rest of the centre • There is an apparent need for this community centre services in the Town but this facility has significant constraints

LEISURELIFE ATTENDANCES

KEY FINDINGS

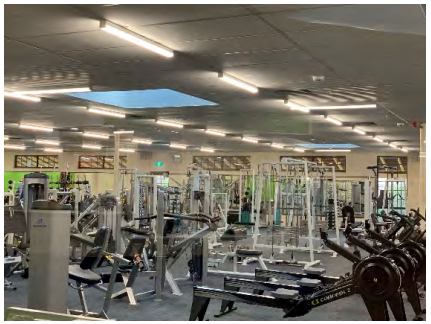
- The facility is currently running at around 50% of capacity according to facilities managers and caters for around 274,000 total attendances over the financial year. Indicative full capacity is in the order of 548,000 attendances per year.

LEISURELIFE PERFORMANCE AND CAPACITY

Indicative Annual Use (Atendances)			Attendances as % of Indicative Capacity (Anecdotal)
Data / Interview	NS Projects Facilities Audit	Ave.	
247,725	300,000	**273,863**	50%

Source: TOVP, NS Projects and Urbis









LEISURELIFE SWOT ANALYSIS

STRENGTHS

- Centrally located for much of the Town's current population

WEAKNESSES

- Ageing facility effectively past its use by date – doesn't compare well with modern facilities
- Front door access is poor
- Shepparton Road may be a barrier to residents to the north and west
- No outdoor sports space for sports like soccer or volleyball
- No grandstand seating
- No significant schools usage
- Not catering to teen sports markets
- Does not leverage the John MacMillan Park space
- Under utilised during the day

OPPORTUNITIES

- Core services not expected to change significantly over the next 3-5 years
- Most activity occurs in the evenings and on the weekends with basketball, netball & other uses

THREATS

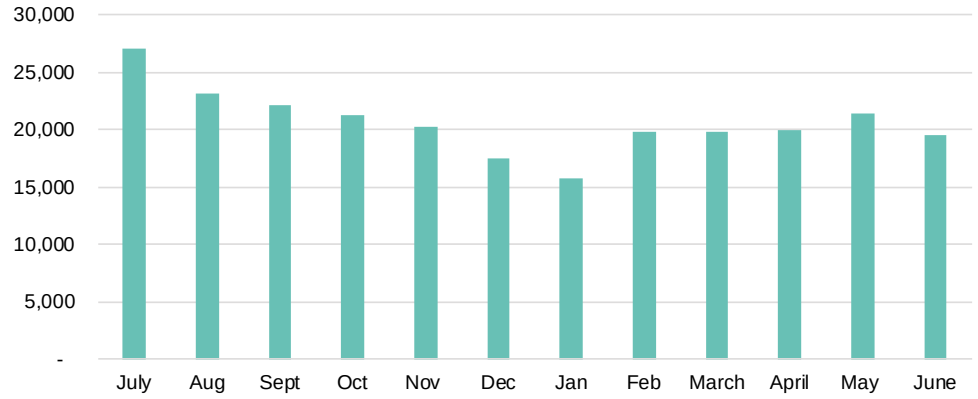
- South Perth RAF
- Competing private gyms and fitness centres, PCYC
- Bingo usage is in decline
- Projected population growth in the Burswood precinct means an increasing percentage of the town's population will be further away from Leisurelife over time.

LEISURELIFE 2018/19 PERFORMANCE

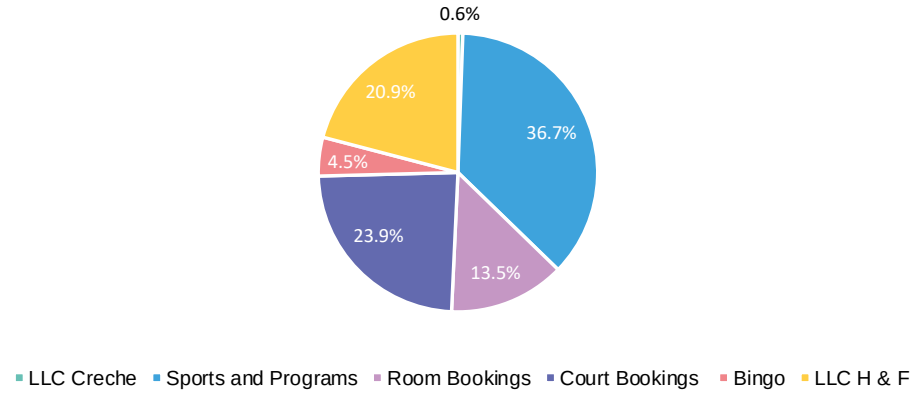
KEY FINDINGS

- Average around 20,600 attendances monthly
- July peak 72% higher than January trough
- Overall attendances approximately 7% below budget
  - Bingo attendances 22% below budget
  - Sports & Programs and Court Bookings 8% and 9% below budget respectively. Together they account for 61% of the total attendances

LEISURELIFE 2018-19 TOTAL ATTENDANCES (ALL USES)



LEISURELIFE 2018-19 DISTRIBUTION OF ATTENDANCES BY TYPE



SECTION 3: DEMAND ASSESSMENT

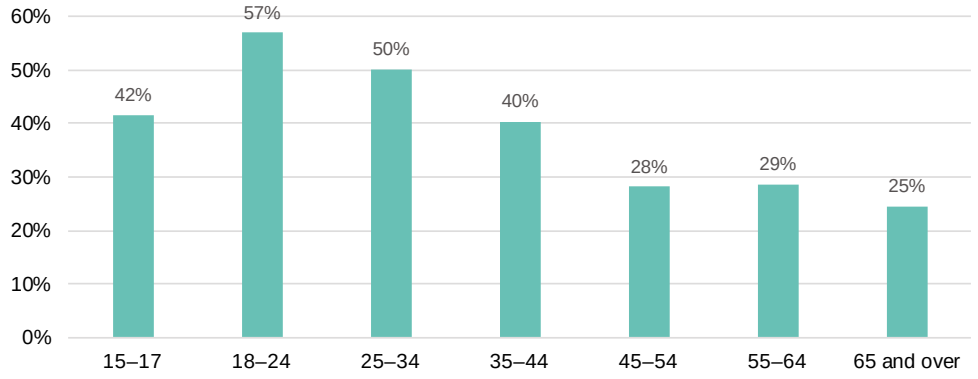


NATIONAL TRENDS ACTIVITY ENGAGEMENT LEVELS

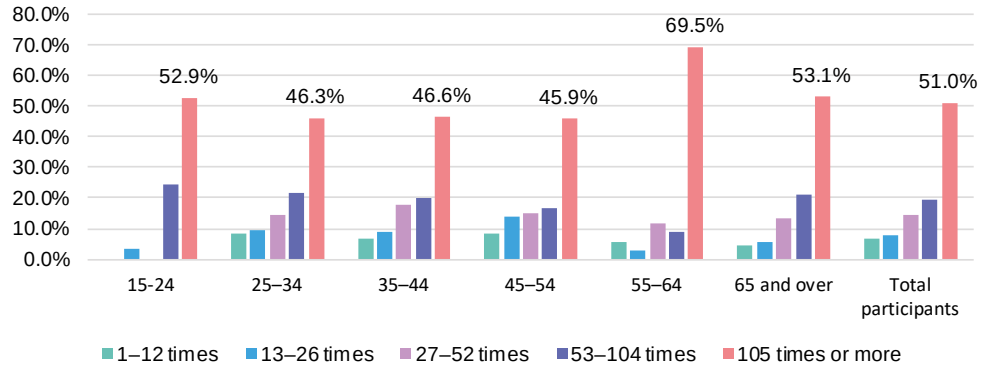
KEY FINDINGS

- Population growth and distribution is one aspect of indicative demand for facilities over time. Equally important is the participation rate of the population in various activities.
- We have used the ABS Participation in Sport and Physical Recreation 2013-2014 data for Western Australia (ABS 4177.0) as the basis for assessing Town residents participation in centre base sport and recreation activities over time.
- ABS data on national trends in attendance at indoor sports and fitness centres (including aquatic facilities) show that peak participation rates occur in the 18-24 years and 25-34 year cohorts – (57% and 50% respectively).
- Thereafter, participation rates drop away averaging just over 27% for 44 year plus cohorts.
- A notable point is that over all age cohorts, on average more than 52% those people using sport and recreation facilities do so at least 105 times per annum or approximately once every 2 days.

INDOOR SPORTS & FITNESS CENTRE PARTICIPATION BY AGE COHORT (AUSTRALIA WIDE)



PER CAPITA ANNUAL INCIDENCE OF EXERCISE BY AGE COHORT (AUSTRALIA WIDE)



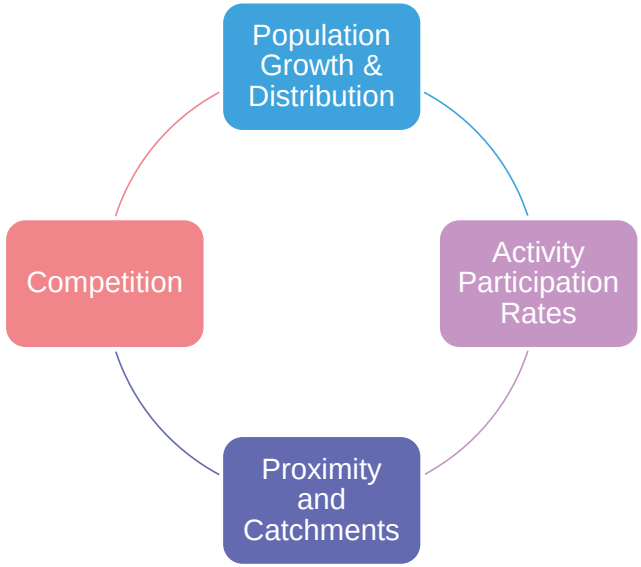
Source: ABS and Urbis

DEMAND / NEEDS INFLUENCING FACTORS

KEY FINDINGS

- While conventional facilities needs analysis tend to focus on the ratio of facilities provision to catchment population, this is a legitimate, but somewhat coarse measure.
- There is no apparent, widely accepted benchmark for community service provision with different local governments and State government agencies suggesting varying ratios.
- In our estimation, planning for future facilities demand needs to consider four key variables as follows:
  - **Population growth and distribution -** while the quantum of population of population change is important, so too is where the majority of population growth is expected to occur. TOVP population projections show a disproportionate concentration of future growth occurring in the Burswood precinct rather than being evenly distributed throughout the Town.
  - **Activity Participation Rates –** not all residents use facilities provided by the Town. High level estimates of participation in different activities provides a reasonable indication of resident generated demand.
  - **Proximity and Catchment** – Usage of specific facilities is influenced by how readily accessible the facility is to surrounding catchment / precinct populations. Hence, our use of drive time analysis as a reliable proxy indictor for precinct population catchment size.
  - **Competition** – the availability, quality and range of services and proximity of competing facilities for catchment populations will influence specific facility usage propensity.

COMMUNITY FACILITIES USAGE INFLUENCING FACTORS



Source: Urbis

INCIDENTS OF INDOOR SPORTS OR FITNESS CENTRE USE – TOVP PRECINCTS

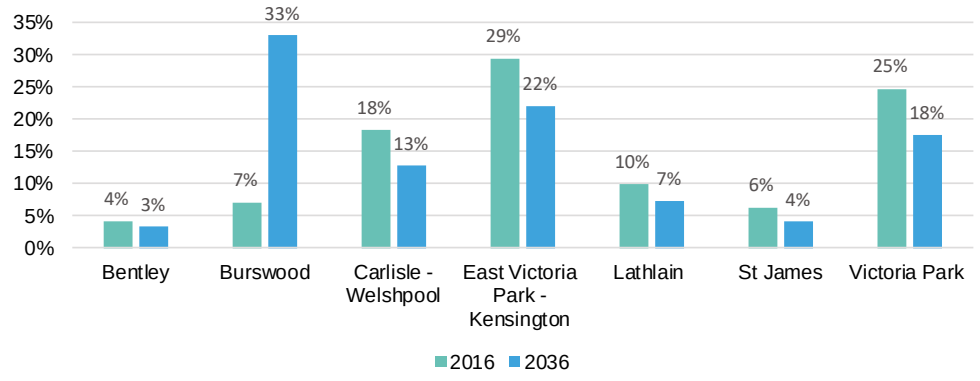
KEY FINDINGS

- Of the estimated overall incidents of use or attendances generated by the Town of Victoria Park residents in 2016, 54% came from the Victoria Park and East Victoria Park – Kensington precincts.
- Burswood resident generated demand is estimated to rise from 7% of the total demand to 33% by 2036 as a result of the forecast population growth over the next 20 years.
- By 2036, Burswood generated demand reaches approximately 84% of the Victoria Park and East Victoria Park – Kensington precinct demand, well up from just 13% in 2016.

PROJECTED INCIDENTS OF INDOOR SPORTS / FITNESS CENTRE USAGE BY PRECINCT

	2016		2036	
Precinct	No. of Usage Events	% of TOVP activity	No. of Incidents	% of TOVP activity
Bentley	33,825	4%	40,094	3%
Burswood	57,962	7%	404,361	33%
Carlisle - Welshpool	149,434	18%	155,853	13%
East Victoria Park - Kensington	239,489	29%	268,674	22%
Lathlain	81,050	10%	89,488	7%
St James	51,122	6%	49,566	4%
Victoria Park	201,305	25%	214,519	18%
Total	**814,185**	**100%**	**1,222,555**	**100%**

CHANGE IN INCIDENTS OF INDOOR SPORTS / FITNESS CENTRE USAGE BY PRECINCT



PRECINCT POPULATIONS BY DRIVETIME – 2016 AND 2036

KEY FINDINGS

- **We have analysed catchment population by drive time radii to existing and planned recreation facilities in and around the Town. While transport mode shift can be expected to occur in new development over time, drive time analysis provides the most useful proxy indicator of proximity / accessibility when estimating demand.**
- The table to the right outlines 2016 and projected 2036 populations by Town of Victoria Park precincts and cross tabulates these projections against drive time radii.
- The drive time radii describe the quantum of population within 3, 5 and 7 minute drivetimes of key facilities, notably Aqualife, Leisurelife, Belmont Oasis and Cannington Leisureplex.
- In addition we have assessed catchment drive time population assuming that the South Perth Regional Aquatic Facility has been built by 2036.
- The populations are taken from the Precinct centroids.
- The key point is that the introduction of the South Perth significantly increases the percentage of TOVP residents within a five minute drivetime of a facility, which in turn highlights the appeal of a new competing facility for the TOVP residents to access.

PRECINCT POPULATION BY DRIVE TIME

Precint Name	Total TOVP Resident Population		DriveTime Radius from Facilities (Mins)	TOVP Residents Within Drive Time Radii				2036 Population within Radii if South Perth RAF Proceeds	
	2016	2036		2016		2036			
Bentley	1,905	2,259	3	-	0%	-	0%	1,212	54%
			5	385	20%	457	20%	1,047	46%
			7	1,051	55%	1,246	55%	-	0%
			more	469	25%	556	25%	-	0%
Burswood	2,518	17,359	5	352	14%	2,428	14%	2,473	14%
			7	788	31%	5,435	31%	5,722	33%
			more	1,377	55%	9,496	55%	9,163	53%
Carlisle - Welshpool	6,777	7,026	3	3,127	46%	3,242	46%	3,242	46%
			5	3,650	54%	3,784	54%	3,784	54%
East Victoria Park - Kensington	10,614	12,008	3	5,770	54%	6,528	54%	7,826	65%
			5	3,530	33%	3,993	33%	4,182	35%
			7	1,314	12%	1,487	12%	-	0%
Lathlain	3,540	3,931	3	51	1%	56	1%	56	1%
			5	2,150	61%	2,388	61%	2,382	61%
			7	1,339	38%	1,487	38%	1,493	38%
St James	2,195	2,205	3	1,532	70%	1,539	70%	1,539	70%
			5	663	30%	666	30%	666	30%
Victoria Park	9,206	9,925	3	1,129	12%	1,217	12%	1,314	13%
			5	4,892	53%	5,274	53%	7,611	77%
			7	2,872	31%	3,096	31%	802	8%
			more	313	3%	338	3%	198	2%

Source: Forecast ID, ABS and Urbis

DRIVETIME ANALYSIS OF CATCHMENT POPULATIONS

KEY FINDINGS

- In summary, the quantum of TOVP population within 5 minutes of a recreation facility, falls form 68% in 2016 to 53% by 2036. This is a result of the Town's uneven distribution of popaution growth and the emerging profile of the Burswood precinct.
- Assuming the development of the South Perth Regional Aquatic Facility, however, the percentage of residents within a 5 minute drive time of a facility increases to 64% as Bentley, Victoria Park and Eats Victoria Park- Kensington residents benefit from improved proximity.

DRIVETIME TO FACILITIES FROM TOVP PRECINCT CENTROIDS

Drivetime Catchments Population						
Within Radii from Established Facilities Exc. South Perth RAF					Within Radii of South Perth Regional Aquatic Facility in 2036	
Drivetime Radius	2016		2036			
Under 3 Minutes	11,559	31%	12,527	23%	15,132	28%
Under 5 Minutes	25,081	68%	29,184	53%	34,952	64%
Under 7 Minutes	33,256	90%	42,836	78%	43,858	80%
More than 7 Minutes	3,499	10%	11,877	22%	10,855	20%
	36,755	**100%**	**54,713**	**100%**	**54,713**	**100%**

Source: Forecast ID, ABS and Urbis

RESIDENT DEMAND - INCIDENTS OF USE (ATTENDANCES)

KEY FINDINGS

- Based on the drivetime popaution distribution drivetime, and using ABS data on sport and physical recreation participation rates, we have estimated the demand for centre based recreational activities in the table below.
- Based on population results and ABS recreation and sport participation rates, total demand for aquatic related and indoor sport and recreation activities from Town of Victoria Park residents in 2016 is estimated at approximately 814,000 incidents of use (attendances), with pool orientated activity believed to comprise approximately 33% (269,000) of the attendances.
- By 2036, we expect overall TOVP resident generated demand for recreation centre and pool activity to reach approximately 1,222,555 (+50% on 2016 indicative demand) attendances, assuming the same participation rate and the population growth as projected.
- Mirroring the population distribution outlined previously, we note that TOVP residents are expected to generate around 766,000 attendances by 2036 within 5 minutes drive time of a facility, assuming the South Perth facility is built.

ESTIMATED TOVP RESIDENT GENERATED DEMAND FOR FACILITIES BASED SPORT AND RECREATION SERVICES

Drive Time Radius	2016		2036		SPRAF 2036	
	Projected Demand (Incidents of Use)	% Distribution	Projected Demand (Incidents of Use)	% Distribution	Projected Demand (Incidents of Use)	% Distribution
Within 0 - 3 Minutes	259,529	32%	278,892	23%	331,515	27%
Within 3 - 5 Minutes	298,624	36.7%	368,177	30%	434,461	36%
Within 5 - 7 Minutes	178,488	22%	303,260	25%	204,848	17%
Beyond 7 Minutes	77,545	10%	272,226	22%	251,731	21%
Total Incidents of Use (Attendances)	**814,185**	**100%**	**1,222,555**	**100%**	**1,222,555**	**100%**

Source: Forecast ID, ABS and Urbis

SECTION 4: NEEDS ASSESSMENT



AQUALIFE 2036 PROJECTED ATTENDANCES SCENARIOS

KEY FINDINGS

Scenario 1 – Without South Perth RAF

- Under this scenario, we assume the supply of facilities remains the same but the population growth as projected has occurred, primarily in the Burswood precinct of the Town.
- Under this scenario, the percentage of the Town's increased population living with access to facilities within 5 minutes of a facility falls to 53% owing to the concentration of Burswood residents.
- Our modelling suggests that Aqualife attendances will reach around 564,000 attendances per year across all uses if the market shares remain the same as 2018 in the absence of new facilities.
- While the projected attendance is higher than the projected TOVP resident demand for aquatic facility services, again we reiterate the facility will draw patronage from users living outside the Town boundaries.
- This increase in attendance will take the usage to around 90% of the facility's indicative capacity, still within the indicative carrying limits of Aqualife.

Scenario 2 – Assumes the South Perth RAF has been built

- Under this scenario, we assume the Town's estimated population remains the same as in Scenario 1, but that the South Perth Regional Aquatic Facility has been built.
- Under this scenario, there are more people living closer to facilities than in 2018, but the proportion of TOVP residents living less than 5 minutes or less away from a facility reverts to about 63% of the Town's total population.
- Our modelling suggests that Aqualife's market share of attendances will be lower at around 484,000 attendances in 2036 across all uses. In this scenario the market share remains higher than the total projected TOVP resident demand for aquatic facility services, but will lose some patronage the new facility.
- This increase in attendance will take the usage to around 77% of the facility's indicative capacity.

AQUALIFE PROJECT ATTENDANCES – SCENARIOS

Scenario	Projected Attendances	Change From 2018/19 Result	Indicative % of Capacity
Scenario 1 – Without South Perth RAF	564,000	+ 50%	90%
Scenario 2 – Assumes the South Perth RAF has been built	484,132	+ 28%	77%

Key Conclusions

- There is no identifiable need for additional aquatic facilities within the Town of Victoria Park over the outlook period.
- The established Aqualife facility is fit for purpose and appears to have sufficient capacity to accommodate demand going forward to 2036
- The Aqualife facility should be retained as it a functional, serviceable facility meeting the needs of the Town's current and forecast population.

LEISURELIFE 2036 PROJECTED ATTENDANCES SCENARIOS

KEY FINDINGS

Scenario 1 – Without South Perth RAF

- The assumptions in this scenario around population growth and distribution, usage rates and existence of competing facilities are identical to that for the Aqualife Scenario 1
- Assuming the facility remains as it is, our modelling suggests that Leisurelife attendances will grow by approximately 50% to around 409,000 attendances in 2036. Again, Leisurelife, like Aqualife will draw patronage from outside of the Towns' borders.
- We note that even given this capture rate, this would take Leisurelife to around 75% of its indicative current capacity. It is therefore difficult to envisage a scenario where Leisurelife comes close to operating at its full capacity.

Scenario 2 – Assumes the South Perth RAF has been built

- Our modelling suggests that Leisurelife attendances will be lower at around 328,000 attendances across all uses by 2036. In this scenario the market share is lower having lost some patronage the new facility South Perth facility.
- This increase in attendance will take the usage to around 60% of the facility's indicative capacity.
- The existence of the South Perth Regional Aquatic Facility not only provides a further option for Burswood residents, but 100% of Bentley residents under this scenario are now within 5 minutes of the South Perth facility.

LEISURELIFE PROJECT ATTENDANCES – SCENARIOS

Scenario	Projected Attendances	Change From 2018/19 Result	Indicative % of Capacity
Scenario 1 – Without South Perth RAF	409,556	+ 47%	75%
Scenario 2 – Assumes the South Perth RAF has been built	327,645	+ 18%	60%

Key Conclusions

- There is sufficient demand within the Town to accommodate a facility broadly featuring the following elements:
  - 2-4 multi use courts
  - Gymnasium / fitness space
  - Café
  - Community sport office space – although this will be influenced if South Perth proceeds
  - General community space for events like bingo
  - Broadly indicative floorspace of 4,000 to 5,000 sq.m (contingent on co-location with other use)
- This quantum of space could be aggregated in one place – I.e. the existing Leisurelife site or in an alternative location better suited to the servicing of the shifting population distribution over time.
- If the South Perth facility proceeds, we would expect a facility of broadly the same use types but at the lower end of the scale.

LIBRARY 2036 PROJECTED BENCHMARK PERFORMANCE

KEY FINDINGS

- While demand for library services is expected to continue, emerging trends points to a need for increasingly flexible and adaptable space, potentially doubling or incorporating community centre / meeting space.
- The current provision of floorspace in the Town's Sussex Street library is considered under par when compared to other more modern facilities and library provision benchmarks.
- If current usage rate were to continue, by 2036, the library's performance would fall to 48% of the benchmark.
- We assume that by 2036, TOVP library services should be catering for between 284,500 (base line) and 344,692 (enhanced target) visits per annum based on the ALIA benchmark guidelines against the projected growth.

LIBRARY 2036 PROJECTED USAGE

Indicator	2036	Gain on 2018/19 Performance
Baseline Benchmark Target	284,508	+109%
Enhanced Target (ALIA)	344,692	+153%

Key Conclusions

- Given an indictive benchmark per sq.m floorspace provision of around 23 sq.m per resident, we would reasonably expect the optimal floorspace provision by 2036 to be in the range of 2,200 – 2,500 sq.m gross floor area with a seating capacity of approximately 260 and provision of 18-24 public access computers.
- The key point however is, area aside, a new library facility would need to be a flexible, adaptive space to accommodate he requirements of changing demographics, library usage patterns and the potential to collocate other uses in the space.

COMPARABLE STUDIES FACILITIES PROVISION BENCHMARKING

KEY FINDINGS

- There are no readily apparent clear benchmarks for local government provided community facilities, although we note a number of needs analyses identify indicative population thresholds for different facility types. These are used as broad indicators rather than prescriptive measures for facilities planning.
- Moreover, the floorspace implications depend on the range of the facility offering and the extent to which other uses are collocated on site.
- In the table below, we have cited four local government studies that provide direction on the indicative population thresholds for community facilities of different types
- District level sport and recreation facilities generally seem to cater for population ranges of 30,000 to 40,000 (approx.), whereas in relative terms, Aqualife could be viewed as overcatering for the size of the population.

POPULATION / FACILITIES RATIOS

			Population Thresholds			
Facility Type	Indicative Description	Footprint (Builtform Sq.m)	City of Fremantle	City of Wanneroo	City of Swan	City of Cockburn
Library (District)				35,000		45,000
Library (Regional)				60,000		100,000
Indoor Sport and Rec Centre (District)	3-6 Courts		30,000 - 40,000	30,000		
Indoor Sport and Rec Centre (Regional)	1-2 Courts			75,000		75,000
Aquatic Facility / Swimming Pool (Regional)			90,000 - 140,000	120,000		150,000
Community Centre (District)			30,000 - 40,000	35,000		15,000
Community Centre (Regional)			90,000 to 140,000	100,000		25,000

SECTION 5: SUMMARY FINDINGS AND RECOMMENDATIONS



CONCLUSIONS AND DEVELOPMENT OPTIONS ASSESSMENT

KEY FINDINGS

- Based on the analysis outlined on this report we conclude, in summary the following:
  - **Aqualife** is functional and fit for purpose as a long term viable facility and should be retained. Future uses may see the co-location of other sport and recreation facilities and services form Leisurelife.
  - **Leisurelife** is approaching end of life. The facility should replaced with a new, purpose built, tailored facility. Its functions could also be co-located with Aqualife.
  - **The Library** is inadequate in its current form and needs either an expansion of its floorspace or re-establishment in a new purpose built multi-use facility. A less preferred option is to replicate the library functions in an additional facility located elsewhere in the Town, but presumably closer to where the future popaution growth will occur.
- The pros and cons of the development options for each facility are further explored in the following pages.

DEVELOPMENT OPTIONS SNAPSHOT ASSESSMENTS

	Status Quo	Renovate / Refurbish	Redevelop / Relocate
Aqualife	✓	✓	✗
Leisurelife	✗	✓	✓
Library	✗	✓	✓

DEVELOPMENT OPTIONS SNAPSHOT ASSESSMENT

KEY FINDINGS

- The Aqualife facility is fit for purpose, and serves a need within the community. It can continue to function as it is over the long term without any need to alter its capacity, even in the event of the South Perth Regional Aquatic Facility proceeding.
- Major renovation of the site is only a consideration if the Town considers colocation of other uses like Leisurelife with the Aqualife, although to do so is not recommended owing to the population growth trends for the Burswood precinct into the future.
- There is an opportunity to encourage development of a small scale facility in Burswood to cater to the significant future growth in this locality (consideration should be given to provision through community benefit policy control arrangements).

AQUALIFE DEVELOPMENT OPTIONS SNAPSHOT ASSESSMENT

Aqualife	Status Quo	Renovate / Refurbish	Redevelop / Relocate
Snapshot Assessment	✓	✓	✗
Pros	• Fit for purpose functional facility • Long term viability • Current and projected unused capacity	• Will extend facility life • In line with Asset Review • Extends service Offering	• Centralised facility improves accessibility for future residents • Opportunity for new multi-use facility
Cons	• No significant cons	• May overdo the service offering relative to newer competing facilities • Future population distribution and demand may not justify investment	• Demand projections don't justify • Very expensive • Dependant on co-location options

DEVELOPMENT OPTIONS SNAPSHOT ASSESSMENT

KEY FINDINGS

- Leisurelife in its current form, and given activity levels, is probably in excess of what the Town needs of such a facility now and into the future.
- While renovation / refurbishment of Leisurelife maybe an option to extend its life in the medium term, this will likely involve significant cost (depending on the extend of the works) and may not adequately address community needs over the long term.
- A new facility of modernised, reduced offering is preferred.

LEISURELIFE DEVELOPMENT OPTIONS SNAPSHOT ASSESSMENT

Leisurelife	Status Quo	Renovate / Refurbish	Redevelop / Relocate
Snapshot Assessment	✗	✓	✓
Pros	• Nominally fit for purpose • Centrally located • Known to the community	• Cheaper than redevelop / newbuild • Extends the life of the facility • Improves service offering • Improves accessibility and functionality • Enables better integration of other uses (e.g. library , community centre)	• New, better designed, multipurpose facility • Better fit for purpose against future demand • More efficient use of resources • May facilitate value release and site optimisation
Cons	• Nearing end of life • Suffers by comparison to more modern facilities • Expensive to maintain as is • Suboptimal functionality • Accessibility / proximity issues for future population	• Extensive renovations required • Proximity / accessibility issues for future population not resolved • Renovation cost maybe difficult to justify relative to new build cost • Relevance to future demand profile unclear	• Expensive option (but may be partially offset by site value optimisation) • Siting trades off functionality against future demand / needs

DEVELOPMENT OPTIONS SNAPSHOT ASSESSMENT

KEY FINDINGS

- Library services need to be extended to cater for the demand the benchmarking points to. Renovation of the existing space is most likely a stop gap measure and an expanded facility would benefit from co-location of other uses, including community centre space in a modern flexible, adaptable building.
- As with Leisurelife, renovation / refurbishment of maybe an option to extend the library's life in the medium term, this will likely involve significant cost (depending on the extend of the works) and may not adequately address community needs over the long term.
- If the library were to remain in the same location, the space would need to be extended into the adaptive reuse of adjoining space in the same building. This however may only function as an interim measure instead of a major renovation / rebuild of the Leisurelife / Library complex.

LIBRARY DEVELOPMENT OPTIONS SNAPSHOT ASSESSMENT

Library	Status Quo	Renovate / Refurbish	Redevelop / Relocate
Snapshot Assessment	✗	✓	✓
Pros	• Least short term cost • Centrally located close to destination attractors • Known to the community	• Potential to increase floorspace • Improves accessibility, capacity & functionality • Enables better / extended service offering	• Can be incorporated into modern multipurpose facility • Better fit for purpose against future demand • More efficient use of resources • May facilitate value release and site optimisation
Cons	• Accessibility / proximity issues for future population • Remains undersized and under resourced for current community needs • Does not address functionality / capacity issues	• Benchmark floorspace hard to achieve without major complex renovation • Proximity / accessibility issues for future population not resolved • Renovation cost maybe difficult to justify relative to new build cost • Doesn't necessarily address the need for second facility	• Expensive option (but may be partially offset by site value optimisation) • Single library facility likely to disadvantage some residents regardless of location

NEXT STEPS – PART 2: SITING OPTIONS, SPATIAL AND CONCEPT PLANNING

KEY OBSERVATIONS

- As stated in the Introduction section of this study, the purpose of Part 1 of the Needs Analysis is to provide the evidence base for Part 2 of the study.
- Part 2 of the study will address two key elements:
  - Site identification and assessment
  - Concept planning
- We expect that Part 2 will unfold following the Council election outcomes and the Town's community consultation processes.

PART 2 INVESTIGATIONS

Stage 1 – Site Identification and Assessment

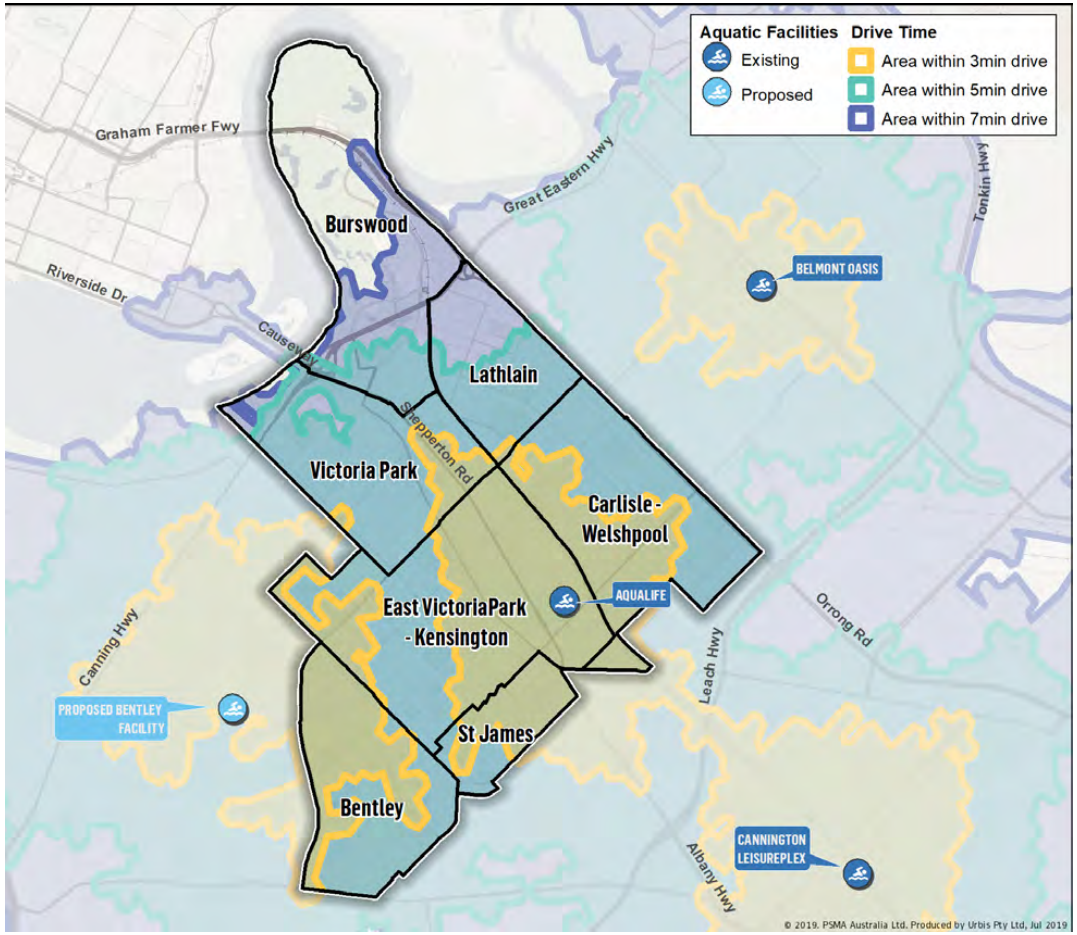
- Assuming short listed service delivery options (max 3), identify suitable sites for
- Assess the sites against an MCA framework to arrive at the preferred site(s)

Stage 2 – Concept Planning

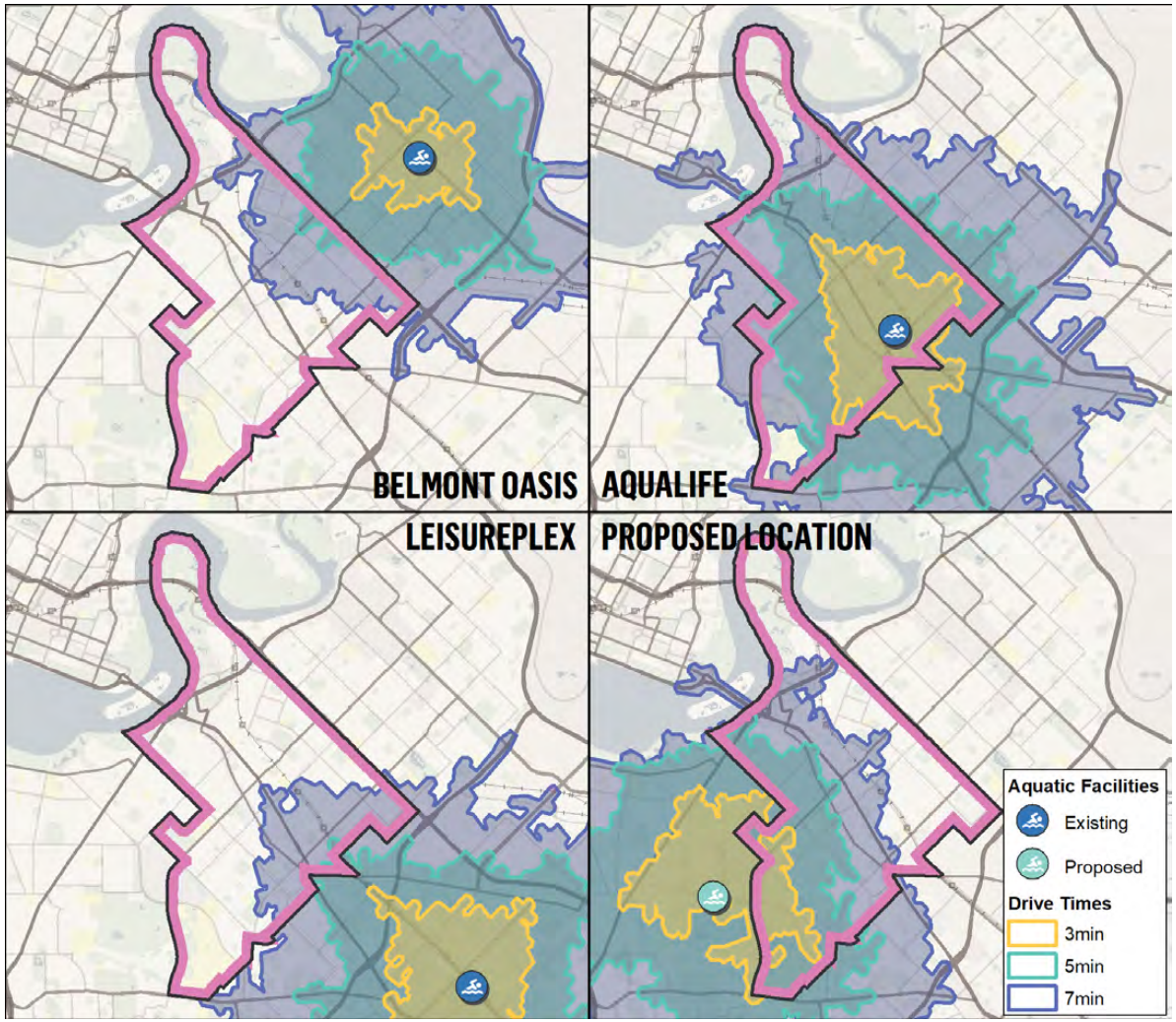
- Produce high level concept plans / blocking diagrams of preferred delivery option(s) on preferred site(s)
- Workshop with TOVP executive / council

APPENDICES

APPENDIX A - EXISTING AND PROPOSED AQUATIC FACILITIES AND DRIVETIME CATCHMENTS



APPENDIX B - COMPARISON OF DRIVETIME CATCHMENTS BY AQUATIC FACILITIES



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