

OFFICIAL

# **FUNDING AGREEMENT**

PARTIES

**PUBLIC TRANSPORT AUTHORITY  
OF WESTERN AUSTRALIA  
(PTA)**

and

**TOWN OF VICTORIA PARK  
(LGA)**

## FUNDING AGREEMENT

### Parties:

**PUBLIC TRANSPORT AUTHORITY OF WESTERN AUSTRALIA** ABN 61 850 109 576 of  
PO Box 8125, Perth Business Centre, WA 6849

(PTA)

and

**TOWN OF VICTORIA PARK** ABN 77 284 859 739 of 99 Shepperton Road, Victoria Park WA  
6100

(LGA)

### Background:

- A. The LGA has entered into the Licence with PTA over a part of the rail reserve extending south from Miller Street to the abutment wall approximately 50 metres north west of Welshpool Road, Welshpool excluding Carlisle and Oats Street station precincts on or about the date of this deed.
- B. Under the Licence, the LGA is responsible for keeping and maintaining all of PTA's Property and the Licensee's Property (as those terms are defined in the Licence) in a good state of repair and well maintained.
- C. The Licensee's Property includes the assets in the Licensed Area that have been gifted by PTA to the LGA under the Licence.
- D. To assist the LGA with the servicing and maintenance of all of PTA's Property and the Licensee's Property during the establishment period, PTA has agreed to provide the Funding Amount on and subject to the terms and conditions contained in this deed.

### Operative Provisions:

The parties agree, in consideration of the mutual promises contained in this deed, as follows:

#### **1. Definitions and interpretation**

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##### **1.1 Definitions**

In this deed, unless the context requires otherwise:

**Business Day** means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed or a payment is to be made.

**Expiry Date** means the day before the date that is the fifth anniversary of the date of this deed.

**Funding Amount** means \$3.247m exclusive of GST.

**GST Act** means the *A New Tax System (Goods & Services Tax) Act 1999* (Cth).

**ICD** means the Interface Coordination Deed entered into on or about the date of this deed, made between PTA and the LGA in respect of Carlisle and Oats Street stations.

**Licence** means the Licence to Occupy L7660 entered into on or about the date of this deed, made between PTA as licensor and the LGA as licensee in respect of the Licensed Area for a term of 10 years commencing on \_\_\_\_\_ (insert date).

**Licensed Area** means:

- Railway land extending south from Miller Street to the abutment wall approximately 50metres north west of Welshpool Road, Welshpool excluding Carlisle and Oats Street Station Precincts and more particularly described as being a portion of Lot 9103 on Plan 425591 Certificate of Title Volume 4079 Folio 414.

**Licensee's Property** has the same meaning as is given that term under the Licence.

**PTA's Property** has the same meaning as is given that term under the Licence.

## 1.2 Interpretation

In this deed:

- (a) terms defined in the Licence and used in this deed have the same meaning as is given those terms in the Licence;
- (b) headings and italicised, highlighted or bold type do not affect the interpretation of this deed;
- (c) the singular includes the plural and vice versa;
- (d) a reference to a person includes any individual, firm, partnership, joint venture, incorporated or unincorporated body or association, trust, corporation or other body corporate and any government, municipal or other statutory authority or body (whether or not having a separate legal personality);
- (e) a reference to a clause, party, annexure or schedule is a reference to a clause of, or a party, annexure or schedule to this deed, and a reference to this deed includes any clause, annexure or schedule to this deed;
- (f) a reference to a party to any document includes that party's successors and permitted assigns;
- (g) a promise, agreement, representation or warranty by two or more persons binds them jointly and severally; and
- (h) the words "include", "including" and "for example" or any form of those words or similar expressions in this deed are not words of limitation, and are to be construed as if they are followed by the words "without limitation".

## 1.3 Business Day

If anything under this deed is required to be done by or on a day that is not a Business Day, that thing must be done by or on the next Business Day.

## **2. Agreement to provide funding**

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- (a) To assist the LGA with the servicing, maintenance and (if required and applicable) replacement of PTA's Property and the Licensee's Property as required under the Licence during an establishment period of 5 years, PTA has agreed to provide the Funding Amount to the LGA as a one-off funding arrangement, on and subject to the terms and conditions set out in this deed.
- (b) Subject to the LGA complying with its obligations under clause 3, the Funding Amount (or the unused balance thereof) will be paid by PTA to the LGA at the times and in the manner specified in the schedule to this deed.
- (c) Payment of the second instalment of the Funding Amount is subject to the LGA having complied with its obligations under clause 3 as at the date that payment of the second instalment of the Funding Amount is due.
- (d) The second instalment of the Funding Amount is inclusive of a forecast annual CPI increase of 3% per annum which has been applied for the first two years from the date of this deed.

## **3. Conditions of agreement to provide funding**

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- (a) The LGA must, contemporaneously with the signing of this deed, also sign and return to PTA, the Licence and the ICD, all in the form agreed between the parties.
- (b) The LGA must comply with all of its maintenance, repair and replacement obligations under the Licence, to ensure that all items of PTA's Property and the Licensee's Property are:
  - (i) kept in a good state of repair and well maintained;
  - (ii) properly painted or treated; and
  - (iii) otherwise kept in a presentable and tidy condition.

For the avoidance of doubt, it is acknowledged that the Licensee's Property includes the assets in the Licensed Area that have been gifted by PTA to the LGA under the Licence.

- (c) Without limiting the foregoing, the LGA must, until the Expiry Date:
  - (i) carry out all maintenance of PTA's Property and the Licensee's Property in accordance with the Glen Flood Group maintenance standards (a copy of which is annexed to the Licence); and
  - (ii) replace any items of the Licensee's Property that are lost or destroyed with new items on a like for like basis.
- (d) The LGA must promptly repair and rectify any damage, want of repair or other deleterious condition affecting PTA's Property or the Licensee's Property (as required to comply with the LGA's obligations under the Licence) as identified by PTA or PTA's property manager and notified to the LGA from time to time.

- (e) Following the Expiry Date, the LGA resumes sole liability for the cost of all repairs, maintenance and replacement (if required and applicable) of items of PTA's Property and the Licensee's Property as required under the Licence.
- (f) Until this deed and the other documents referred to in clause 3(a) have been duly signed by the LGA and returned to PTA, and subject to any written agreement by the parties to the contrary, it is acknowledged that PTA will undertake the maintenance, repair and replacement (if required and applicable) of PTA's Property and the Licensee's Property (as if the Licence was already on foot), using the Funding Amount. Accordingly, the Funding Amount to be provided to the LGA will be less the amount used by PTA to maintain, repair and replace PTA's Property and the Licensee's Property prior to the commencement of the Licence (if any). The LGA acknowledges and accepts that the costs incurred by PTA to undertake the maintenance, repair and replacement, which will be paid for from the Funding Amount, may be greater than the costs incurred by the LGA to do that work.

#### **4. No Limitation of Financial Management Act 2006**

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Notwithstanding any provisions of this deed to the contrary, the powers and responsibilities of the Auditor General for the State of Western Australia under the *Financial Management Act 2006* and the *Auditor General Act 2006* are not limited or affected by the terms of this deed.

#### **5. Assignment**

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- (a) Subject to paragraph (b), a party may not assign or transfer or otherwise dispose of its rights under this deed without the prior written consent of the other party.
- (b) PTA may, without obtaining the LGA's prior written consent under this deed, assign its rights and interests under this deed to the Crown in right of the State or any person or entity that is an agent, department, delegate or instrumentality of the Crown in right of the State.

#### **6. GST**

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- (a) Words or expressions used in this clause that are defined in the GST Act have the same meaning given to them in the GST Act.
- (b) If GST is payable in respect of a taxable supply made under this deed, the recipient of the taxable supply must pay that GST at the same time the consideration for the taxable supply is payable, subject to the recipient first receiving a valid tax invoice.
- (c) If a party is required to reimburse another party for any loss, cost or expense, the amount required to be reimbursed will be net of any input tax credits entitled to be claimed by the party suffering the loss or incurring the cost or expense.

#### **7. Costs**

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Each party will pay their own legal and other costs in connection with the preparation, negotiation, execution and completion of this deed.

## **8. Confidentiality**

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The LGA must keep the terms of this deed and any prior discussions and negotiations concerning the terms of this deed confidential, and must not disclose them to any person except:

- (a) as agreed by PTA;
- (b) to the LGA's professional advisers, financiers and insurers who are subject to a duty of confidentiality;
- (c) where disclosure is necessary for the LGA to comply with its obligations under this deed; or
- (d) as required by law.

## **9. Proper law**

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This deed is governed by the laws of Western Australia.

## **10. Severance**

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

## **11. Variation**

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This deed may be varied only by an instrument in writing signed by the parties.

## **12. Waiver**

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- (a) A waiver of a right, remedy or power must be in writing and signed by the party giving the waiver.
- (b) A party does not waive a right, remedy or power if it delays in exercising, fails to exercise or only partially exercises that right, remedy or power.

## **13. Surviving obligations**

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- (a) Nothing releases the parties from any of their obligations, undertakings and agreements that, by their nature, survive completion of the matters referred to in or contemplated by this deed, and they will continue to have full force and effect and may be enforced accordingly.
- (b) To the extent that a party has not performed an obligation under this deed that was due to be performed before the Expiry Date, that obligation survives the expiry of this deed on the Expiry Date.

**14. Counterparts**

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- (a) This deed may be executed in any number of counterparts, each signed by one or more parties. Each counterpart when so executed is deemed to be an original and all such counterparts taken together constitute one document.
- (b) A party that has executed a counterpart of this deed may exchange that counterpart with the other parties by emailing it to the other parties and promptly delivering that executed counterpart by hand or post to the other parties. This deed comes into effect upon exchange of the signed counterparts by all the parties, and the validity of this deed is not affected by any delay in an executed counterpart being delivered by a party.

**Dated**

**2025**

EXECUTED as a deed.

Signed for and on behalf of the **PUBLIC** )  
**TRANSPORT AUTHORITY OF** )  
**WESTERN AUSTRALIA** by )

an officer of the Authority duly authorised )  
by the Authority pursuant to section 51(5) of )  
the *Public Transport Authority Act 2003* for )  
that purpose in the presence of: )

.....  
Signature of Duly Authorised Officer

.....  
Witness (signature)

.....  
Name (Please Print)

.....  
Name (Please Print)

.....  
Position held

Executed by the **TOWN OF VICTORIA** )  
**PARK** pursuant to section 9.49A(1)(b) of )  
the *Local Government Act 1995* by its )  
authorised person: )

.....  
Witness (signature)

.....  
Signature of Authorised Person

Carl Askew

.....  
Name (Please Print)

.....  
Name (Please Print)

Chief Executive Officer

.....  
Position held

**Schedule**  
**Payment Schedule for Funding Amount**

- 1 The Funding Amount will be provided by PTA to the LGA as follows:

<b>Milestone</b>		<b>Amount</b>
1.	Signing of this deed, the Licence and the ICD.	As per clause 3f, to be determined based on signing date.
2.	Second anniversary after commencement of maintenance, repair and replacement (if required and applicable) of PTA's Property and the Licensee's Property, being 12 October 2027.	\$2,205,209

- 2 PTA is not liable to pay an instalment unless the LGA has provided a valid tax invoice for the relevant instalment, and provided such supporting documentation as reasonably required by PTA.

## **Annexure A – Maintenance Standards**

### LXR and BRE - Management and Maintenance Standards.

	Desired Outcomes	Service Standards Required to Meet the Desired Outcomes	Inputs Required to Meet the Service Standards
<b>Turf</b>	<b>Irrigated Turf Areas</b>		
General Coverage	Grass growth is to be maintained in a vigorous healthy state, with even texture and colour across the turf surface to achieve a <b>neat appearance</b> and capable of withstanding normal pedestrian traffic.	Maintain greater than 90% cover excluding significantly shade affected areas.	Development of a turf maintenance plan for the LG designated areas
Mowing		All turf areas to be maintained between 20mm - 50mm height.	Summer Mowing - fortnightly visits Winter Mowing - once every two to three weeks May not choose to mow during a visit if it is not required. Other activities will be undertaken instead.
Renovations		Core or replace turf as required	Inspect yearly. Cost to undertake renovations in staff time or contract
Formal Edging of Paths	Edges of paths generally appear neat and tidy	Grass is maintained at 25-50mm over < 50% of the path	Inspected every mowing visit and edged if it exceeds service requirement
Grass around Bollards, Trees, etc.	Grass growth around bollards, trees, etc. is not overgrown	Line trimmed to reduce unwanted growth	Serviced every mowing visit as required
Surface Finish	The surface of all turf areas shall be even and free of holes where practical.	Repair all obvious visible ruts - when reported. Tolerate 10mm. Small areas top-dress 50mm deep. For larger areas re-turf	Serviced when reported and inspected to require attention
Weed Control	Turf is seen to be even and relatively weed free	Weeds in turf are kept to < 25% coverage (dependent on water availability)	Serviced when reported and inspected to require attention
Litter Control	Turf areas are perceived to be litter free	Remove all visible litter during visits. Respond to a reported significant litter event (e.g. up-turned bins) as a matter of priority within 24 hours	Undertaken during regular maintenance visits Non-planned visits in response to reports as required
Wetting Agent	Non hydrophobic soils	Wetting agent application	One service per year
<b>Landscape Gardens</b>	<b>Garden Beds (irrigated and dry)</b>		
General	All maintenance works shall be carried out so as not to compromise the <u>general</u> integrity of the design intent for the garden bed or site. All shrubs and trees adjacent to paths, car parks, roadways, etc. shall be maintained to ensure clear sight lines and give consideration to safety.	All work is to be carried out in accordance with accepted horticultural industry standards and practices Replacement species should reflect design intent unless repeated failures	See below
Plant Maintenance	Garden beds are to be attractive, healthy and vigorous	All plants shall be pruned, fertilised, mulched and an effective pest and disease control program implemented to ensure healthy vigorous growth as required. Remove dead plants.	Servicing as required by maintenance teams on regular visits
Weed Control	Garden beds are to be attractive and relatively weed free	Garden beds are to be 75% weed free per m2. Intervention when coverage of any one bed exceeds 25% or height exceeds 150mm or a single weed occupies a spread area greater than 150 cm2	Servicing as required by maintenance teams on regular visits
Mulching	Garden beds are to be covered with a consistent level of mulch Trees are to have mulched surrounds	Replenish when depth excluding humus less than 50mm or reduce when depth excluding humus exceeds 100mm after two weeks settlement, or when coverage less than 100% with approved mulch.	Replenish every two years if required.
Litter Control	Garden beds are litter free	Remove all visible litter Respond to a reported significant litter event (e.g. up-turned bins) as a matter of priority within 24 hours	Litter pick up during regular maintenance visits Non-planned visits in response to triaged maintenance requests as required
Infill Planting	Garden beds are visually appealing and exhibit vigorous growth	Replace when plant numbers are less than 75% or plant coverage less than 75% of design intent.	One planting opportunity per year. Dead plants removed during regular maintenance visits
Fertilising	Trees and garden beds are visually appealing and exhibit vigorous growth	Based on visual inspection	Fertiliser application once per year
Tree Management	All trees should be well maintained and exhibit healthy growth	Replacements to be capped at 45 and 90 litre trees. Should be limited maintenance requirements other than attrition for the first five years.	Immature dead trees removed during normal maintenance visits Stakes, tie downs, etc. replaced as required
<b>Retained Trees</b>	<b>Existing Mature Trees on site</b>		
Tree Audit Inspections	Trees are appropriately managed to ensure they remain structurally sound and healthy	Tree health audit by visual inspection only Asset condition audits may be required	Tree health audit undertaken on an annual basis Asset condition audits undertaken every five years
Tree Management		Ensure canopy lifts / sightlines retained. Removal of fallen and dangerous limbs (reactive works) depending on safety and size Maintain access and sight lines and clearances from services, buildings, etc. on an annual program. Formative or canopy lift pruning may be required. Hygiene pruning, habitat retention. All park trees along road frontages shall be under pruned to three metres above the footpath and nature strip, in accordance with an approved program.	Inspection and maintained during normal visits to site Specific visits may be required for specialised work
Weeding	Tree surrounds are free of weeds	Maintain a weed free environment around base when coverage exceeds 5% or weed height exceeds 100 mm within defined area (for newly planted trees, or trees with mulch rings)	During normal maintenance visits to site
Mulching	Maintain approved, consistent, safe material around tree/watering ring.	Maintain approved, consistent, safe material around tree/watering ring.	Every two years if required.

Irrigation	Bore and irrigation systems etc.		
Inspection / Maintenance	A regular and reliable water supply for turf and plants	Maintained in an operable condition in order to meet turf and recreational requirements.	Summer - Inspected weekly to ensure it is in operable condition Winter - Test run once per month to keep valves operational. Replace damaged sprinkler heads as required and/or in response to triaged maintenance requests Five year asset inspections
Scheme or bore water supply		Maintained in an operable condition in order to meet turf and recreational requirements.	Annual water quality sampling, bore flow testing (if applicable) Five year asset inspections
Park Infrastructure	Seating, bins, playground equipment, shelters etc.		
Playground Equipment Supply and Maintenance	Playground equipment and associated pits are in a safe condition for normal usage in accordance with the manufacturers' recommendations and current best practice in reducing foreseeable risk.	Use equipment that is readily replaced with good critical spare parts availability Any components found to be showing signs of excessive wear, fatigue, distress or suspected of being not up to the required standard are to be immediately made safe and replaced with approved parts. Equipment is regularly inspected to ensure it is safe and meets Australian Standards Sufficient soft fall material shall be maintained around all equipment to provide a cushioned landing area in accordance with the Australian Standards for the users of the playground equipment. All soft fall material is to be raked over on a regular basis to redistribute it in areas where it has been removed from by use of the equipment. Raking shall be carried out to such an extent that any rubbish, debris, and unwanted objects are exposed and then removed. Where excrement is removed from the surface of play equipment the equipment shall be scrubbed with disinfectant.	Immediate response to vandalism of equipment and softfall areas. Defects to be rectified or action taken within 10 working days depending on the risk. Sand sifted twice a year or as required. Fortnightly visual check of equipment and soft fall Quarterly detailed inspections to ensure equipment is maintained in accordance with AS Playground standards. Annual independent inspections Asset audits to be implemented every five years
Shade Sails	Sails are to provide appropriate shade for users at critical times during the day and are to be good condition	Shade sails are to be designed and constructed to enable them to be erected permanently.	Sails inspected annually Poles inspected every five years as part of asset inspections
Park Furniture	Park furniture shall remain clean, safe and maintained in good repair at all times.	All park furniture shall be regularly inspected to ensure that it remains clean, safe and maintained in good repair at all times.	During regular maintenance visits, undertake minor repairs such as replacing and securing worn or loose components and fixings, sanding of splintered surfaces on seats, tables, hand rails, etc. Three year asset inspections
Drinking Fountains / taps	Drinking fountains shall be maintained in a clean and operational with adequate pressure and drainage at all times.	Corrective action taken in response to customer requests. Audits required to ensure integrity of function	Corrective action in response to triaged requests Annual maintenance inspections Three year asset inspections
Signage	Signs are to be maintained so they are clear & legible, graffiti free, upright and in a safe condition.	Replace signs when they are faded or damaged and compromise sign function and aesthetics. PTA to maintain their own signs	Inspected annually to ensure integrity of function Five year asset inspections
Precinct Bins	Surrounds to be maintained and bins emptied before they become full, smell or attract insects. Complaints are responded to promptly	Emptied by the waste service or if not part of a regular service, emptied before they become full, start to smell or attract insects. Complaints are responded to promptly Bins are replaced when vandalised	Emptied weekly by the waste service or if not part of a regular service, emptied by staff before they become full, start to smell or attract insects. Complaints are responded to promptly Bins are inspected annually for maintenance Three year asset inspections
Carparks + Bus Interchange	Car parks are to be kept safe and clean. The road surface to be maintained to ensure no potholes, etc.	Inspections to ensure they are clean and free of damage PTA to maintain their own car parks.	LG managed car parks to be swept quarterly and possibly more frequently in response to triaged complaints. Byford station car park (Shire of SJ) may need more regular sweeping due sand intrusion from surrounding vacant land Five year asset inspections
Footpaths, Bicycle Paths	Paths are maintained to ensure safe passage by walkers, runners and cyclists.	Cleaning, sweeping and general maintenance of LG managed pathways PTA and MRWA to maintain their own pathways	Inspected as per regular cycle by maintenance teams Cleaned as per annual sweeping program Five year asset inspections
Graffiti Removal	Infrastructure maintained to be generally graffiti free	Quick and effective response to triaged reports	Graffiti to be removed within 24hrs of reporting if offensive and five days otherwise
Shade Shelters, Bollards, Bike Racks, Service Pillars, Cabinets	Infrastructure to be in place, clean and effective. Not to be bespoke or timber.	Inspections to ensure they are clean and free of damage	Responses to breakages and triaged customer requests Asset inspections on a five year cycle
Skate park / pump track / dog park	Facilities kept clean, neat and safe.	Dog park - inspection and clean (poo bins). Gates, fencing and signage repaired as required	Dog park - weekly inspections and cleaning (poo bins). Gates, fencing and signage repaired in response to triaged maintenance requests Annual safety audit Asset inspections on a five year cycle
Built Form	Toilets, Retaining Walls, Structures		
Public Toilets	Public toilets are kept clean, safe and open.	Maintained in a clean and operable state Audit inspection cycle to ensure facilities are functioning appropriately Asset inspection cycle	Cleaned at least daily. Respond to triaged maintenance requests. Asset inspections on a three year cycle.
Retaining walls	Aesthetically pleasing and structurally sound. Retain design intent (seating)	Audit inspection cycle to ensure facilities are functioning appropriately Asset inspection cycle	Respond to triaged maintenance requests. Visual inspection during regular maintenance visits Annual audit for maintenance Asset inspections on a five year cycle.
Electrical Infrastructure	Park lighting, BBQ's		
Switchboards	Remain functional with no outages	Running and design intent maintained and readily available parts Inspection cycle to test safety	Annual testing of RCDs as per legal requirements
Electrical	Remain functional with no outages	Running and design intent maintained and readily available parts Inspection cycle to test safety	Annual testing as per legal requirements

Park Lighting	Remain functional with minimal outages	Clear isolation points identified in design Inspections required to ensure lights are working Asset inspection cycle to review replacement requirement and test the structural integrity of poles	Repair / replacement of light fittings shall be in response to maintenance requests. Asset inspections on a three year cycle
Precinct BBQ's	Remain functional with minimal outages	Clear isolation points identified in design Inspections required to ensure BBQ's are working Asset inspection cycle to review replacement requirement	Minimum of weekly cleaning Testing annually prior to summer Servicing, repairs and replacement as per triaged maintenance requests Asset inspections on a three year cycle
<b>Drainage</b>	<b>Retention basins, pits &amp; pipes</b>		
Stormwater Drainage	Effective removal of stormwater with limited pools and puddling following storm events	Maintain hydraulic and structural integrity of system Replace and repair all damaged and dangerous pit covers. Adjust, repair, test, replace when parts are non-operative, defective or worn. PTA responsible for all drainage within the rail reserve	Annual inspection and clean out of pits as required or as per program Asset inspections on a five year cycle
Bio retention media	Effective retention of litter and nutrients from groundwater	Design intent, lifespan, vegetation and litter management	Gross litter removed annually
<b>Artworks</b>	<b>Murals, sculptures, functional art</b>		
Designated artworks?	Artworks to retain their integrity and design intent	PTA to retain maintenance ownership to ensure integrity of artwork(s) Management plans produced for each artwork to enable effective management / maintenance	Respond to triaged maintenance requests as per management plans Annual inspections.
<b>Viaduct</b>	<b>Structures associated with the rail overpasses</b>		
Pillar	Graffiti removal only		
<b>CCTV</b>	<b>Cameras, cables</b>		
CCTV			
<b>Consumption</b>	<b>Electrical, water use</b>		
Electrical consumption park lighting etc. on LG controlled	PTA to pay all costs over the first five years then an agreement struck based on cost sharing.		
Water consumption for irrigation, fountains, water features, etc. on LG controlled areas	PTA to pay all costs over the first five years then an agreement struck based on cost sharing.		