NOTICE IS HEREBY GIVEN that an
ORDINARY Meeting of the Council will be held,
on TUESDAY 1 NOVEMBER, 2016, commencing at 7:00 PM
at the Town of Claremont, Claremont Council Chambers, 308 Stirling Highway,
Claremont.

Stephen Goode
CHIEF EXECUTIVE OFFICER
Date:
DISCLAIMER

Would all members of the public please note that they are cautioned against taking any action as a result of a Council decision tonight until such time as they have seen a copy of the Minutes or have been advised, in writing, by the Council’s Administration with regard to any particular decision.
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AGENDA

1 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS
2 RECORD OF ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE
3 DISCLOSURE OF INTERESTS
4 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE
5 PUBLIC QUESTION TIME
6 PUBLIC STATEMENT TIME
7 APPLICATIONS FOR LEAVE OF ABSENCE
8 PETITIONS/DEPUTATIONS/PRESENTATIONS
9 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS
   That the minutes of the Ordinary Meeting of Council held on 18 October 2016 and the Special Meeting of Council held on 25 October 2016 be confirmed.
10 ANNOUNCEMENT OF CONFIDENTIAL MATTERS FOR WHICH MEETING MAY BE CLOSED TO THE PUBLIC
11 BUSINESS NOT DEALT WITH FROM A PREVIOUS MEETING
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13.1 PLANNING AND DEVELOPMENT

13.1.1 LOTS 718, 803, 810 AND 811 (19) QUEENSLEA DRIVE, CLAREMONT - PROPOSED REMEDIAL AND UPGRADE WORKS TO FORESHORE ACCESS PATH AND BOAT RAMP

File Ref: 01PEA/16/2929
Attachments (Public): Location Plan and Photos
Minutes of Foreshore Advisory committee Meeting held 13 October 2016
Attachments (Restricted): Site Plan and Elevations
Responsible Officer: David Vinicombe
Executive Manager Planning and Development
Author: David Vinicombe
Executive Manager Planning and Development
Proposed Meeting Date: 1 November 2016
Date Prepared: 25 October 2016
Planning Application No.: DA2016.00116
60 Days Due Date: N/A
Property Owner: Christ Church Grammar School and Methodist Ladies College
Submitted By: Airey Taylor Consulting
Lot No.: 718, 803, 810 and 811
Area of Lot: 718 – 2,840 m², 803 – 3,975 m², 810 – 20,665 m² and 811 – 2,366 m²
Total – 29,846 m²
Zoning: Regional Reserve for Parks and Recreation
Financial Implications: Nil
Enabling Legislation: Planning and Development Act 2005 (PDA)
Metropolitan Regional Scheme (MRS)
Town Planning Scheme No. 3 (TPS3)
Local Law 123 – Height of Buildings
Freshwater Bay Escarpment

Summary
- Metropolitan Region Scheme (MRS) Form 1 application for Planning Approval received by the Town on 26 July 2016 for a new pedestrian ramp down the Freshwater Bay escarpment from Christ Church Grammar School (CCGC) to a western set-down area located on land owned by Methodist Ladies College (MLC), construction of a new path east toward the existing CCGS boat shed,
reconstruction of the CCGS boat ramp and associated rock revetments and landscaping.

- The works are proposed to allow rowing boats (up to 17m long) to be safely transported to and from the school to the foreshore by students and to upgrade the existing boat ramp which is being eroded and unsafe.

- The lower set-down area, path and new boat ramp are located on the MRS Regional Reserve for Parks and Recreation (P&R Reservation) for acquisition by Western Australian Planning Commission (WAPC).

- As the works are located in the P&R Reservation, approval is not required under TPS3 by the Town. Approval is required under the MRS by the WAPC following recommendation from Council.

- The proposal has been referred to Council’s Foreshore Advisory Committee twice for comment and was supported both times with recommended alterations and conditions.

- The second meeting of the Foreshore Advisory Committee was held on site and presentations were made by the applicants to address concerns raised by the Committee at its first meeting.

- Recommended that Council advise the WAPC that it conditionally supports the proposal subject to standard conditions and recommended design modifications to reduce the impact of the proposal on and to reinstate the natural beach foreshore along the Freshwater Bay.

Purpose

The application proposes construction of a new stairway from CCGS (near Chapel) to a set-down area on the foreshore, a new path to the existing boat shed, reconstruction of the boat ramp and associated rock revetments and landscaping. The works are proposed to allow both CCGS and MLC students to transfer rowing boats (up to 17m long) safely to and from school and the foreshore and to upgrade the existing boat ramp which is being eroded and unsafe.

The proposed development is not required to obtain development approval under Town Planning Scheme No. 3 (TPS3), but is required to be determined by the Western Australian Planning Commission (WAPC) pursuant to the Metropolitan Region Scheme (MRS). Council is required to make its recommendation to the WAPC within 42 days of receipt of the application (by 21 September 2016 – extended to 5 October 2016).

The proposal was recommended for support in a delegated report to Council on 14 September in accordance with Delegation DA22. Due to concerns raised by Cr Mews, the proposal is referred to Council for consideration. In the process, the application was referred to Council’s Foreshore Advisory Committee for consideration and comment twice (on 22 September and 13 October 2016). A report on the proposal was to be considered by Council on 4 October 2016, however in view of concerns raised by the applicant the report was deferred. The second meeting of the Foreshore Advisory Committee provided for the applicant to discuss implications of proposed recommendations previously proposed by the Committee. The Department of Planning has authorised an extension to Council’s comment period to facilitate Council’s recommendation extending from this meeting.
Background

The following table outlines key dates regarding this proposal:

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Past Resolutions

Ordinary Council Meeting 19 July 2016, Resolution 111/16:

*That Council approves;*

2. *The section Appendix E, relating to Town of Claremont.*
3. *The use of remaining budgets being for Foreshore Stage 1 Management Plan and River Foreshore Erosion control, to be used for the development of detailed plans for;*
   - a) *Chester Road car park modification design.*
   - b) *Alex Prior drain outfall.*
   - c) *Sand accretion and erosion management.*

*CARRIED (NO DISSENT)*

Heritage

The property is not included in the Town's Heritage List.

Consultation

The proposal was not advertised to adjoining property owners in accordance with Council Policy on Advertising of Planning Applications LG525 as it does not impact on adjoining property owners.

Discussion

Foreshore Management Plan

The application is considered to be generally consistent with the Foreshore Management Plan (FMP) approved by Council earlier this year.

The FMP provides a number of recommended actions to improve the resilience and function of the foreshore.

Within the FMP, the area behind the school was identified as an area requiring attention in relation to the design to reduce ongoing management issues with the foreshore, particularly in relation to sediment transport (erosion and accretion).
The Town provided the developer with the approved Foreshore plan to ensure these issues were addressed during the redesign of the boat ramps and access to the foreshore.

The actions identified are as follows (From Appendix E (TOC) of the WESROC FMP:

**Capital Works**
- Christ Church to extend stairs from school to the boat shed (extends half-way down the slope) to minimise erosion from pedestrians.
- Fence other pathways to minimise trampling and revegetate. Cost: Christ Church Grammar School
- Develop guidelines and memoranda of understanding regarding requirements for private property owners and leaseholders (see Issues to be resolved below).

**Maintenance**
- Maintain stairs and fencing to guide pedestrian access between Christ Church school and the boat shed.
- Annual and post-event checks with maintenance to be undertaken as needed.
- Encourage any areas with bamboo removal to be revegetated with other plants to slow erosion, if erosion is threatening any existing facilities. To be confirmed with private property owners and Parks and Wildlife (*through the Swan River Trust - SRT*)
- 5 to 10 yearly geotechnical assessment of toe of steep banks to determine hazards related to slip failure or bank collapse.

Clear documentation outlining the responsibility of Christ Church school and private property owners in terms of:
- Maintaining their own erosion mitigation structures and facilities (no financial assistance provided by government). This also requires maintenance of access to their lower foreshore areas for heavy vehicles, or arrangements with adjacent owners for access or the understanding that a barge may be required.
- Minimising the transfer of erosion risk to adjacent properties and the potential to have to provide financial compensation if any works undertaken transfer erosion.
- Works should not reduce hydraulic smoothness or restrict bidirectional transport.
- Contributing to weed management and fire load reduction for fire management (details TBC). This includes no dumping of garden waste.
- Surface runoff management and pool discharge for properties at the top of cliffs and steep slopes.
- Any works to require Whadjuk approval.

Works to be avoided include:
- Works that reduce hydraulic smoothness.
- Works that restrict bidirectional sediment transport.
- Works that could result in slips of the steep slopes, which could cause damage to private property above.
- Reinstatement of Osborne steps, or equivalent access to lower foreshore, because of high capital and maintenance costs and the inability to guarantee safe pedestrian access between Christ Church boat ramp and Claremont Yacht Club (CYC).
- Harvesting any sediment from this section for use elsewhere on the river as it will enhance the rate of erosion of the steep banks.
- Works that transfer erosion hazard to adjacent properties.
- Plans for pedestrian access along this section of foreshore.
- Renourishment of the lower foreshore because of contribution to sedimentation of CYC pens, unless the material is harvested from the pens.

The proposal was initially referred to Council’s Foreshore Advisory Committee on 22 September 2016 where it was resolved as follows:

*That Committee supports the proposed design for Christ Church boat ramp and access subject to the following conditions:*

1. **Removal of redundant stairs previously providing access to foreshore by both Methodist Ladies College and Christ Church Grammar School and re-establish local native vegetation along the former stairway alignments.**
2. **Realign stairs over existing path alignment to retain Tuart trees – marked as T4 and T5 on plan L-01.**
3. **Set ramp back to align with high water mark by cutting back failing wall on dinghy store to provide adequate room along beach and improve hydraulic smoothness or shoreline.**
4. **Redesign revetment in front of ramps and boat shed to re-establish a natural beach shoreline and densely plant remaining revetment with Melaleuca and Saltbush as per the species nominated on the plan to improve sediment transport.**
5. **Town to liaise with Christ Church Grammar School to determine the justification for the western set down area and reduce in size if possible.**
6. **Providing the western set down area is justified, provide new cantilever steps from the set down area to the foreshore to the satisfaction of the Town of Claremont to improve pedestrian access to the foreshore and allow vegetation re-establishment.**
7. **Remove all redundant infrastructure and building materials including but not limited to concrete footings and building rubble, failed rock wall, ramp and revetment materials, both above and below high water mark to the satisfaction of the Town of Claremont.**
8. **Creation of a revegetation plan to demonstrate the gradual ongoing replacement of Arundo (Giant reed), Agave (Century Plant), Watsonia bulb (Watsonia) with other plants to slow erosion across the embankment to the satisfaction of the Town of Claremont.**
9. Application is to be made to and a Section 18 approval is to be granted by Department of Indigenous Affairs.

Advice Note:

A. Town to liaise with Methodist Ladies College with a view to secure removal of any redundant infrastructure, fencing and stairs along the foreshore area.

B. A Building Permit must be obtained from the local government prior to the commencement of any building works. Permits for non residential development must be certified prior to submission.

Following concerns raised by the applicant, the proposal was again referred to Council’s Foreshore Advisory Committee on 13 October 2016 to reconsider a number of elements of the previous Committee recommendation and it was resolved as follows:

That Committee supports the proposed design for Christ Church boat ramp and access subject to the following conditions:

1. Removal of redundant stairs previously providing access to foreshore by Christ Church Grammar School and re-establish local native vegetation along the former stairway alignments.

2. Set ramp back to align with High Water Mark by cutting back failing wall on dinghy store to provide adequate room along beach and improve hydraulic smoothness or shoreline.

3. Redesign revetment in front of ramps and boat shed to re-establish a natural beach shoreline by removing redundant ramp to a point two meters north of High Water Mark and densely plant remaining revetment areas with Melaleuca and Saltbush as per the species nominated on the plan to improve sediment transport.

4. Provide new cantilever steps from the western landing to the foreshore to the satisfaction of the Town of Claremont to improve pedestrian access to the foreshore.

5. Remove all redundant building materials including but not limited to failed rock wall, ramp and revetment materials.

6. Creation and implementation of a ten year revegetation plan to remove exotic plants and revegetate with provenance seed grown plants to slow erosion across the embankment to the satisfaction of the Town of Claremont.

7. Application is to be made to and a Section 18 approval is to be granted by Department of Indigenous Affairs.

Compliance

Clause 38 of TPS3 requires buildings to be amalgamated onto one lot where the building extends over the boundaries of a lot. The proposed stairs extend over three lot boundaries, in two separate owners (CCGS and MLC). This requirement does not strictly apply the P&R Reservation and it is noted that Clause 38 is proposed to be removed from the Scheme under Amendment No. 132, which is currently awaiting final approval from the Minister for Planning. In these circumstances, the Building Act 2011 would determine whether amalgamation is necessary to address fire safety considerations. Discussions with Council’s Building Services provider indicate that it is unlikely that amalgamation would be required in this instance.
Clause 50 of TPS3 restricts building heights to a maximum of 2.4m and a finished floor level of no higher than 1m above natural ground level when included in the area hatched as part of Local Law 123 – Height of Buildings Freshwater Bay Escarpment. The current plans are in accordance with this requirement. This matter was the subject of considerable discussion and presentation by the applicant to the Foreshore Advisory Committee. The Committee had previously recommended that the alignment be deviated to the south to follow the exiting steps and avoid the removal of two mature Tuart Trees. The applicants indicated that the proposed alignment avoided raising the height of the stairs over the TPS3 requirement. Further, to realign the stairs to the south and address the height considerations, would result in inconsistent stair patterns which would be a safety concern for students traversing the stairs while carrying boats. It was agreed by the Committee that the former proposed condition should be removed to address these matters.

**Conclusion**

Based on the above, it is recommended that approval be granted subject to the conditions recommended by the Foreshore Advisory Committee and inclusion of a condition requiring a construction management plan.

**Voting Requirements**

Simple majority decision of Council required.

**OFFICER RECOMMENDATION**

**THAT Council:**

A Advise the Western Australian Planning Commission that it supports the granting of a planning approval for proposed remedial and upgrade works to foreshore access path and boat ramp at Lots 718, 803, 810 and 811 (19) Queenslea Drive, Claremont subject to the following conditions and advice notes:

1. Removal of redundant stairs previously providing access to foreshore by Christ Church Grammar School and re-establish local native vegetation along the former stairway alignments.

2. Set ramp back to align with High Water Mark by cutting back failing wall on dinghy store to provide adequate room along beach and improve hydraulic smoothness of shoreline.

3. Redesign revetment in front of ramps and boat shed to re-establish a natural beach shoreline by removing redundant ramp to a point two meters north of High Water Mark and densely plant remaining revetment areas with Melaleuca and Saltbush as per the species nominated on the plan to improve sediment transport.

4. Provide new cantilever steps from the western landing to the foreshore to the satisfaction of the Town of Claremont to improve pedestrian access to the foreshore.

5. Remove all redundant building materials including but not limited to failed rock wall, ramp and revetment materials.

6. Creation and implementation of a ten year revegetation plan to remove exotic plants and revegetate with provenance seed grown plants to slow
erosion across the embankment to the satisfaction of the Town of Claremont.

7. Application is to be made to and a Section 18 approval is to be granted by Department of Indigenous Affairs.

8. Site and Construction Management Plan is required for the construction of the proposed development including details on delivery and service vehicles/craft prior to issue of a Building Permit and implemented for the duration of construction to ensure the adjacent foreshore and vegetation is not damaged during construction works and removal of redundant infrastructure.

Advice Notes:

(i) A Building Permit must be obtained from the local government prior to the commencement of any building works. Permits for non residential development must be certified prior to submission.

(ii) It is noted that the existing dingy store is in poor repair. It is advisable for the structural stability of the store to be verified by a structural engineer and that rectification works be undertaken if required.

(iii) The applicant/owner is advised of the following health requirements from the Town’s Health Services. Should any advice be unclear, please contact the Town’s Health Services on 9285 4300:

   a) Works that are to be undertaken on site are to comply with the Environmental Protection (Noise) Regulations 1997;

   b) Under the Environmental Protection (Noise) Regulations 1997, no work is to be permitted or suffered to be carried out:

      i. Before 7:00am or after 6:00pm between Monday and Saturday inclusive; or

      ii. On a Sunday or public holiday;

   c) The applicant is to remove any hazardous materials contained within the building including the portion of the building to remain, at their own expense and in accordance with the Code of Practice on Safe Removal of Asbestos (NOHSC:2002(1988)) as stipulated by the Occupational Health and Safety Regulations 1996, and disposed of in accordance with the Health (Asbestos) Regulations 1992 and the Environmental Protection (Controlled Waste) Regulations 2004.

B. Manager Parks and Environment to liaise with Methodist Ladies College with a view to secure removal of any redundant infrastructure and fencing along the foreshore area.
PLANNING AND DEVELOPMENT

LOTS 718, 803, 810 AND 811(19) QUEENSLEA DRIVE, CLAREMONT - PROPOSED REMEDIAL AND UPGRADE WORKS TO FORESHORE ACCESS PATH AND BOAT RAMP

LOCATION PLAN AND PHOTOGRAPHS

15 NOVEMBER 2016

ATTACHMENT 1 – PUBLIC

PAGES 4
LOTS 718, 803, 810 AND 811 (19) QUEENSLEA DRIVE, CLAREMONT

**General Location:** Lot 718, 803, 810 AND 811 (19) Queenslea Drive, Claremont – Remedial and upgrade works to foreshore access path and boat ramp (Map data 2016 Google)

**Local Location:** Lot 718, 803, 810 AND 811 (19) Queenslea Drive, Claremont – Remedial and upgrade works to foreshore access path and boat ramp (Source – IntraMaps 2013)

ORDINARY COUNCIL MEETING – 15 NOVEMBER 2016
Lot 718, 803, 810 AND 811 (19) Queenslea Drive, Claremont – Remedial and upgrade works to foreshore access path and boat ramp

1. Proposed removal - to be saved by realignment as per recommendation

2. Proposed removal - to be saved by realignment as per recommendation

3 + 4. Trees to be retained

5 + 6. Dead trees to be removed
LOT 718, 803, 810 AND 811 (19) QUEENSLEA DRIVE, CLAREMONT

Lot 718, 803, 810 AND 811 (19) Queenslea Drive, Claremont – Remedial and upgrade works to foreshore access path and boat ramp

7. Loose rock and debris at base of embankment
8. Area proposed to be cleared for boat set down area
9. Existing boat ramp
10. Non-native scrub to be removed and revetment of embankment to be carried out
Lots 718, 803, 810 and 811 (19) Queenslea Drive, Claremont – Remedial and upgrade works to foreshore access path and boat ramp

11. Existing ramp

12. Area proposed for relocation of new ramp to beach

13. Existing ramp

14. Debris to be removed and revetment of embankment to be carried out

15. Existing steps

16. Existing pathway to be replaced with proposed stairs
PLANNING AND DEVELOPMENT

LOTS 718, 803, 810 AND 811(19) QUEENSLEA DRIVE, CLAREMONT - PROPOSED REMEDIAL AND UPGRADE WORKS TO FORESHORE ACCESS PATH AND BOAT RAMP

MINUTES OF FORESHORE ADVISORY COMMITTEE MEETING HELD 13 OCTOBER 2016

15 NOVEMBER 2016

ATTACHMENT 2 – PUBLIC

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9 REPORTS OF THE CEO

9.1 INFRASTRUCTURE SERVICES

9.1.1 LOT 803, 805, 810 & 811 (19) QUEENSLEA DRIVE CLAREMONT
PROPOSED REMEDIAL & UPGRADE WORKS TO FORESHORE
ACCESS PATH & BOAT RAMP

File Ref: 01PEA/16/2929-02
Attachments: 19 Queenslea Drive  Remedial  upgrade works to foreshore access path and boat ramp
DA2016 00116
CCGS  Reply to ToC Conditions

Responsible Officer: Saba Kirupananther
Executive Manager Infrastructure

Author: Andrew Head
Manager Parks and Environment

Proposed Meeting Date: 13 October 2016

Purpose
To allow the committee an opportunity to provide some recommended conditions for the approval of the development to improve access and safety, and also replace failing infrastructures.

Background
Recently the Town received an application from Christ Church Grammar School (CCGS) to upgrade the boat ramp and beach access on the foreshore behind the school site. Attached is the proposed design.

Discussion
Earlier this year the Council approved the Foreshore Management Plan (FMP) which provides a number of recommended actions to improve the resilience and function of the foreshore.

Within the FMP the area behind the school was identified as an area requiring attention in relation to the design to reduce ongoing management issues with the foreshore, particularly in relation to sediment transport (erosion and accretion).

The Town provided the developer with the approved Foreshore plan to ensure these issues were addressed during the redesign of the boat ramps and access to the foreshore.

The actions identified are as follows (From Appendix E (TOC) of the WESROC FMP:}
Capital Works

- Christ Church to extend stairs from school to the boat shed (extends halfway down the slope) to minimise erosion from pedestrians.
- Fence other pathways to minimise trampling and revegetate. Cost: Christ Church Grammar School
- Develop guidelines and memoranda of understanding regarding requirements for private property owners and leaseholders (see Issues to be resolved below).

Maintenance

- Maintain stairs and fencing to guide pedestrian access between Christ Church school and the boat shed.
- Annual and post-event checks with maintenance to be undertaken as needed.
- Encourage any areas with bamboo removal to be revegetated with other plants to slow erosion, if erosion is threatening any existing facilities. to be confirmed with private property owners and Parks and Wildlife (through the Swan River Trust - SRT)
- 5- to 10-yearly geotechnical assessment of toe of steep banks to determine hazards related to slip failure or bank collapse.

Clear documentation outlining the responsibility of Christ Church School and private property owners in terms of:

- maintaining their own erosion mitigation structures and facilities (no financial assistance provided by government). This also requires maintenance of access to their lower foreshore areas for heavy vehicles, or arrangements with adjacent owners for access or the understanding that a barge may be required.
- minimising the transfer of erosion risk to adjacent properties and the potential to have to provide financial compensation if any works undertaken transfer erosion.
- works should not reduce hydraulic smoothness or restrict bidirectional transport.
- contributing to weed management and fire load reduction for fire management (details TBC). This includes no dumping of garden waste.
- surface runoff management and pool discharge for properties at the top of cliffs and steep slopes.
- any works to require Whadjuk approval.

Works to be avoided include:

- Works that reduce hydraulic smoothness.
- Works that restrict bidirectional sediment transport.
- Works that could result in slips of the steep slopes, which could cause damage to private property above.

- Reinstatement of Osborne steps, or equivalent access to lower foreshore, because of high capital and maintenance costs and the inability to guarantee safe pedestrian access between Christ Church boat ramp and Claremont Yacht Club (CYC).

- Harvesting any sediment from this section for use elsewhere on the river as it will enhance the rate of erosion of the steep banks.

- Works that transfer erosion hazard to adjacent properties.

- Plans for pedestrian access along this section of foreshore.

- Renourishment of the lower foreshore because of contribution to sedimentation of CYC pens, unless the material is harvested from the pens.

Since the last Foreshore Advisory Committee meeting on 22 September 2016 further information has been provided by the school.

Attached is a response letter from Airey Taylor Consulting (engineers scientists) on behalf of Christ Church Grammar School in relation to the recommendations provided by the Foreshore Advisory Committee previous committee meeting

**Past Resolutions**

Foreshore Advisory Committee Meeting 22 September 2016

*That Committee supports the proposed design for Christ Church boat ramp and access subject to the following conditions:*

1. **Removal of redundant stairs previously providing access to foreshore by both Methodist Ladies College and Christ Church Grammar School and re-establish local native vegetation along the former stairway alignments.**

2. **Realign stairs over existing path alignment to retain Tuart trees – marked as T4 and T5 on plan L-01.**

3. **Set ramp back to align with High Water Mark by cutting back failing wall on dinghy store to provide adequate room along beach and improve hydraulic smoothness or shoreline.**

4. **Redesign revetment in front of ramps and boat shed to re-establish a natural beach shoreline and densely plant remaining revetment with Melaleuca and Saltbush as per the species nominated on the plan to improve sediment transport.**

5. **Provide new cantilever steps from the western landing to the foreshore to the satisfaction of the Town of Claremont to improve pedestrian access to the foreshore.**

6. **Remove all redundant building materials including but not limited to failed rock wall, ramp and revetment materials**

7. **Creation of a revegetation plan to demonstrate the gradual ongoing replacement of Arundo (Giant reed), Agave (Century Plant), Watsonia**
bulb (Watsonia) with other plants to slow erosion across the embankment to the satisfaction of the Town of Claremont.

8. Application is to be made to and a Section 18 approval is to be granted by Department of Indigenous Affairs.

CARRIED
(NO DISSENT)

Ordinary Council Meeting 19 July 2016, Resolution 111/16:

That Council approves;
2. The section Appendix E, relating to Town of Claremont.
3. The use of remaining budgets being for Foreshore Stage 1 Management Plan and River Foreshore Erosion control, to be used for the development of detailed plans for;
   a) Chester Road car park modification design.
   b) Alex Prior drain outfall.
   c) Sand accretion and erosion management.

CARRIED
(NO DISSENT)

Financial and Staff Implications
Nil

Policy and Statutory Implications
Aboriginal Heritage Act 1972, Section 18.

Communication / Consultation
N/A

Strategic Community Plan
Liveability

We are an accessible community, with well maintained and managed assets, and our heritage preserved for the enjoyment of the community.

- Clean, usable, attractive, accessible streetscapes and public open spaces.
° Provide a responsible and well managed urban environment, with sustainable development outcomes.

Environment

We are a leader in responsibly managing the build and natural environment for the enjoyment of the community and continue to provide sustainable, leafy green parks, streets and outdoor spaces.

• Strive for innovative environmental design practices in new developments and redevelopments.

• Provide education and communication on leading practices to the community.

Urgency

To provide advice to Council in order for the Town to make recommendations to the Western Australian Planning Commission (WAPC) on the application. It is noted that the WAPC has also referred the application to the Department of Parks and Wildlife (through the SRT)

Voting Requirements

Simple majority decision of Council required.

OFFICER RECOMMENDATION

That Committee supports the proposed design for Christ Church boat ramp and access subject to the following conditions:

1. Removal of redundant stairs previously providing access to foreshore by both Methodist Ladies College and Christ Church Grammar School and re-establish local native vegetation along the former stairway alignments.

2. Realign stairs over existing path alignment to retain Tuart trees – marked as T4 and T5 on plan L-01.

3. Set ramp back to align with High Water Mark by cutting back failing wall on dinghy store to provide adequate room along beach and improve hydraulic smoothness or shoreline.

4. Redesign revetment in front of ramps and boat shed to re-establish a natural beach shoreline and densely plant remaining revetment with Melaleuca and Saltbush as per the species nominated on the plan to improve sediment transport.

5. Provide new cantilever steps from the western landing to the foreshore to the satisfaction of the Town of Claremont to improve pedestrian access to the foreshore.

6. Remove all redundant building materials including but not limited to failed rock wall, ramp and revetment materials

7. Creation of a revegetation plan to demonstrate the gradual ongoing replacement of Arundo (Giant reed), Agave (Century Plant), Watsonia
bulb (Watsonia) with other plants to slow erosion across the embankment to the satisfaction of the Town of Claremont.

8. Application is to be made to and a Section 18 approval is to be granted by Department of Indigenous Affairs.

ALTERNATIVE MOTION

Moved by Ms Brittain, seconded by Mr Hunter

That Committee supports the proposed design for Christ Church boat ramp and access subject to the following conditions:

1. Removal of redundant stairs previously providing access to foreshore by Christ Church Grammar School and re-establish local native vegetation along the former stairway alignments.

2. Set ramp back to align with High Water Mark by cutting back failing wall on dinghy store to provide adequate room along beach and improve hydraulic smoothness or shoreline.

3. Redesign revetment in front of ramps and boat shed to re-establish a natural beach shoreline by removing redundant ramp to a point two meters north of High Water Mark and densely plant remaining revetment areas with Melaleuca and Saltbush as per the species nominated on the plan to improve sediment transport.

4. Provide new cantilever steps from the western landing to the foreshore to the satisfaction of the Town of Claremont to improve pedestrian access to the foreshore.

5. Remove all redundant building materials including but not limited to failed rock wall, ramp and revetment materials

6. Creation and implementation of a ten year revegetation plan to remove exotic plants and revegetate with provenance seed grown plants to slow erosion across the embankment to the satisfaction of the Town of Claremont.

7. Application is to be made to and a Section 18 approval is to be granted by Department of Indigenous Affairs.

CARRIED

(NO DISSENT)
13.2 INFRASTRUCTURE

13.2.1 VARIATION OF MANAGEMENT AGREEMENT FOR CLAREMONT OVAL AND THE PUBLIC OPEN SPACE

File Ref: LND/00091
Attachments: CFCVariation of Lease Claremont Oval V5 pdf
CFCVariation of Lease base Public open space V3 pdf

Responsible Officer: Saba Kirupananther
Executive Manager Infrastructure

Author: Marty Symmons
Engineering Technical Officer

Proposed Meeting Date: 01 November 2016

Purpose
For Council to approve the proposed variations of the Claremont Oval Management Agreement and the Public Open Space Management Agreement, and authorise the Chief Executive Officer to prepare final documentation for execution by the parties

Background
The North East Precinct [NEP] Structure Plan was endorsed by the West Australian Planning Commission [WAPC] in June 2010 subject to some minor modification. In December 2010 the WAPC confirmed the amended NEP Structure Plan.

In November 2010 the Premier announced the NEP development led by Landcorp with a project reference group to be established involving the Department of Planning; Town of Claremont; Public Transport Authority; WA Police and Police Citizen Youth Club and the Claremont Football Club.

The Claremont Football Club clubroom footprint redevelopment area and the oval was created as a crown land subdivision with the remainder of the land reverting to unallocated crown land, until later subdivided for redevelopment.

The arrangement for North East Precinct redevelopment and subsequent subdivision required the Town and Claremont Football Club to relinquish the existing (2001-2011/21) Lease and Licence and develop an agreed shared management agreement. Council approved the Claremont Oval Management Agreement (147/11).

The Town of Claremont, Claremont Football, and the Western Australian Land Authority (Landcorp) are parties to the Public Open Space [POS] Management Agreement, Council approved (148/11).

The POS agreement excluded the existing oval playing surface area (area inside and including the 1 metre high fence around the oval perimeter is regulated by the Claremont Oval Management Agreement) but does include a small section of POS adjacent to the oval and CFC development. The CFC clubroom facilities/building
redevelopment area is on conditional freehold title and State Land Services has framed the conditional freehold policy in conjunction with the CFC.

Discussion

The CFC clubroom facilities/building redevelopment was approved on the condition stormwater drainage was detained onsite. Based upon geotech reports received prior to development this was achievable. Once construction commenced it was discovered a limestone shelf within the lot prevented subsoil drainage functioning as required, so an alternate solution was agreed upon; offsite stormwater drainage within the oval. Council has previously been briefed about this option and the Town’s officers are satisfied with the design.

Variations to the lease agreements are required to provide for the future maintenance and management of the CFC’s drainage system, access requirements, and for all associated costs.

Past Resolutions

Ordinary Council Meeting 5 July 2011, Resolution 147/11

That Council

Approves the Claremont Oval Management Agreement; and

Authorises the Mayor and Chief Executive Officer to sign and affix the Town of Claremont Common Seal to the Claremont Oval Management Agreement.

CARRIED

(NO DISSENT)

Ordinary Council Meeting 5 July 2011, Resolution 148/11:

That Council

Approves the Public Open Space Management Agreement; and

Authorises the Mayor and Chief Executive Officer to sign and affix the Town of Claremont Common Seal to the Public Open Space Management Agreement.

CARRIED

(NO DISSENT)

Financial and Staff Implications

All costs to be paid by CFC. Some staff time will be required to complete the process and have the agreement registered on the Crown Title.

Policy and Statutory Implications


Strategic Community Plan

Governance and Leadership
We are an open and accountable local government that encourages community involvement and strives to keep its community well informed.

- Provide and maintain a high standard of governance, accountability, management and strategic planning.
- Provide responsive and responsible leadership.

Environment

We are a leader in responsibly managing the build and natural environment for the enjoyment of the community and continue to provide sustainable, leafy green parks, streets and outdoor spaces.

- Strive for innovative environmental design practices in new developments and redevelopments.

Liveability

We are an accessible community, with well maintained and managed assets, and our heritage preserved for the enjoyment of the community.

- Provide a responsible and well managed urban environment, with sustainable development outcomes.

Urgency

Construction of the stormwater drainage is due to commence pending execution of the variations to the Management Agreements

Voting Requirements

Simple majority decision of Council required.

OFFICER RECOMMENDATION

That Council:

1. Approves the variations to the Public Open Space Management Agreement and the Claremont Oval Management Agreement, and

2. Authorises the Chief Executive Officer to sign the variations to the Public Open Space Management Agreement and the Claremont Oval Management Agreement on behalf of the Town of Claremont.
INFRASTRUCTURE

VARIATION OF MANAGEMENT AGREEMENT FOR
CLAREMONT OVAL AND THE PUBLIC OPEN
SPACE

CFC VARIATION OF LEASE CLAREMONT OVAL
V5

1 NOVEMBER 2016

ATTACHMENT 1
Town of Claremont
("Town")

Claremont Football Club (Inc)
("CFC")

VARIATION OF MANAGEMENT AGREEMENT

Claremont Oval
Variation of Management Agreement

Date 2016

Parties

1. Town of Claremont of 308 Stirling Highway, Claremont, Western Australia (Town)
2. Claremont Football Club (Inc) of Davies Road, Claremont, Western Australia (CFC)

Background

A The Parties entered the Management Agreement to ensure the care, control and management of the Land in accordance with the terms of the Management Order.
B At the request of CFC, from and including the Variation Date, the Town has agreed to vary the terms of the Management Agreement as specified in this document.

The parties agree

1. Definitions and Interpretation

1.1. Definitions

In this document:

- Business Day means a day that is not a Saturday, Sunday or public holiday in Western Australia.
- Land means the land described in item 1 of the Schedule.
- Town's Obligations means the obligations contained or implied in the Management Agreement to be observed and performed by the Town.
- Law includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future and whether State, Federal or local.
- Management Agreement means the Management Agreement specified in item 2 of the Schedule.
Management Order has the same meaning as given to it in the Management Agreement.

Schedule means the schedule to this document.

CFC's Obligations means the obligations contained or implied in the Management Agreement to be observed and performed by CFC.

Term means the term of the Management Agreement and any renewal or extension of that term.

Variation Date means the date stated in item 3 of the Schedule.

1.2. Interpretation

In this document, unless the context otherwise requires:

(a) headings and clause numbers are for convenience only and do not affect the interpretation of this document;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) a reference to a person includes a corporation and any entity capable of being the subject of legal proceedings;

(e) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;

(f) if a word or phrase is defined in this document, its other grammatical forms have a corresponding meaning;

(g) a reference to a party to this document includes the party's successors, permitted substitutes and permitted assigns and, where applicable, the party's legal personal representatives; and

(h) a right or obligation of any 2 or more persons confers that right or imposes that obligation, as the case may be, on each of them severally and on any 2 or more of them jointly.

2. Variation of Management Agreement

With effect from and including the Variation Date, the Management Agreement will be varied as set out in item 4 of the Schedule and the Management Agreement is to be read so that it includes those variations. For the avoidance of any doubt, the Management Agreement remains in full force and effect subject to the variation set out in item 4 of the Schedule.
3. **Acknowledgement**

The parties acknowledge and accept that CFC’s drainage system (as referred to in item 4 of the Schedule) will originate on Lot 601 on Deposited Plan 404534 being the land comprised in Crown Land Title Volume LR 3165 Folio 624 shown for identification purposes as Lot 601 on the plan attached to this document marked “B” (the attached plan marked “B” is an updated plan from the plan in Annexure “A” of the Management Agreement).

4. **Obligations**

(a) The Town confirms with CFC that it will observe and perform the Town’s Obligations at all relevant times.

(b) CFC confirms with the Town that it will observe and perform CFC’s Obligations at all relevant times.

5. **Costs**

Each party must pay its own costs of and incidental to the preparation, negotiation and completion of this document.

6. **General**

6.1. **Variation**

This document can only be varied by the parties in writing.

6.2. **No waiver**

A failure to exercise or a delay in exercising any right, power or remedy under this document does not operate as a waiver.

6.3. **No merger**

The terms and conditions of this document or anything done under or in connection with this document or any other agreement between the Town and CFC will not operate as a merger of any of the rights and remedies of the parties in or under this document, or in or under any other agreement, all of which will continue in full force and effect.

6.4. **Severance**

If any provision of this document or its application to any person or circumstance is or becomes invalid or unenforceable, that provision will be taken to be omitted without invalidating or modifying the remaining provisions of this document, which will continue in full force and effect as if the invalid or unenforceable provision had not been included in it.

6.5. **Entire agreement**

This document covers the whole of the agreement between the parties and no further or other covenants or provisions will be considered to be implied or to arise between the parties by way of any collateral or other agreement.
6.6. **Party preparing document not to be disadvantaged**

No rules of construction will apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this document or any part of it.

6.7. **Further co-operation**

Each party must do anything (including executing a document) another party reasonably requires in writing to give full effect to this document.

6.8. **Relationship of the parties**

This document does not create a partnership, agency, fiduciary or any other relationship, except the relationship of contracting parties, between the parties. No party is liable for an act or omission of another party, except to the extent set out in this document.

6.9. **Execution of separate documents**

This document is properly executed if each party executes this document or an identical document. In the latter case, this document takes effect when the last of the identical documents is executed.

6.10. **Governing law**

This document will be construed in accordance with and governed by the Laws of Western Australia.
Schedule

1. Land

Claremont Oval being defined in the Management Agreement as “Land”.

2. Management Agreement

Management Agreement made between the Town and CFC dated 17 August 2012, a copy of which is attached and marked “A”.

3. Variation Date

[The date of execution of this document TBC]

4. Variations

Clause 6 is amended by inserting new sub clauses to read as follows:

“6.5 The Club agrees that it shall be responsible for all costs associated with the installation, ongoing maintenance and replacement of the Club’s drainage system to be installed on or under the Land including but not limited to any reticulation, turf surface and subsurface infrastructure works related to such installation, maintenance and replacement.

6.6 The Club agrees that it shall be responsible for all costs associated with the required pedestrian management to maintain public access on the Land as a result of any installation, maintenance and replacement works associated with the Club’s drainage system to be installed on or under the Land.”
Executed as a deed

Signed by the Town

Executed on behalf of the Town of Claremont by Stephen Goode, Chief Executive Officer:

____________________________

Signature of Witness

____________________________

Print name of Witness

____________________________

Address of Witness

____________________________

Occupation of Witness

Signed by CFC

The Common Seal of the Claremont Football Club (Inc) was hereunto affixed in the presence of:

____________________________

Trustee Signature

____________________________

Trustee Name (please print)

____________________________

Trustee Signature

____________________________

Trustee Name (please print)

____________________________

General Manager Signature

____________________________

General Manager Name (please print)
INFRASTRUCTURE

VARIATION OF MANAGEMENT AGREEMENT FOR CLAREMONDT OVAL AND THE PUBLIC OPEN SPACE

CFC VARIATION OF LEASE BASE PUBLIC OPEN SPACE V3

1 NOVEMBER 2016

ATTACHMENT 2
Town of Claremont
("Town")

Claremont Football Club (Inc)
("CFC")

Western Australian Land Authority
("LandCorp")

VARIATION OF MANAGEMENT AGREEMENT

Public Open Space
Variation of Management Agreement

Date 2016

Parties

1. Town of Claremont of 308 Stirling Highway, Claremont, Western Australia (Town)
2. Claremont Football Club (Inc) of Davies Road, Claremont, Western Australia (CFC)
3. Western Australian Land Authority trading as LandCorp of Level 3, 40 The Esplanade, Perth, Western Australia (LandCorp)

Background

A. The Parties entered the Management Agreement to ensure the ongoing care, control and management of the Land.

B. At the request of CFC, from and including the Variation Date, the Town and LandCorp have agreed to vary the terms of the Management Agreement as specified in this document.

The parties agree

1. Definitions and Interpretation

1.1. Definitions

In this document:

- **Business Day** means a day that is not a Saturday, Sunday or public holiday in Western Australia.
- **Land** means the land described in item 1 of the Schedule.
- **LandCorp’s Obligations** means the obligations contained or implied in the Management Agreement to be observed and performed by LandCorp.
- **Town’s Obligations** means the obligations contained or implied in the Management Agreement to be observed and performed by the Town.
- **Law** includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future and
whether State, Federal or local.

**Management Agreement** means the Management Agreement specified in item 2 of the Schedule.

**Schedule** means the schedule to this document.

**CFC’s Obligations** means the obligations contained or implied in the Management Agreement to be observed and performed by CFC.

**Term** means the term of the Management Agreement and any renewal or extension of that term.

**Variation Date** means the date stated in item 3 of the Schedule.

### 1.2. Interpretation

In this document, unless the context otherwise requires:

(a) headings and clause numbers are for convenience only and do not affect the interpretation of this document;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) a reference to a person includes a corporation and any entity capable of being the subject of legal proceedings;

(e) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;

(f) if a word or phrase is defined in this document, its other grammatical forms have a corresponding meaning;

(g) a reference to a party to this document includes the party's successors, permitted substitutes and permitted assigns and, where applicable, the party's legal personal representatives; and

(h) a right or obligation of any 2 or more persons confers that right or imposes that obligation, as the case may be, on each of them severally and on any 2 or more of them jointly.

### 2. Variation of Management Agreement

With effect from and including the Variation Date, the Management Agreement will be varied as set out in item 4 of the Schedule and the Management Agreement is to be read so that it includes those variations. For the avoidance of any doubt, the Management Agreement remains in full force and effect subject to the variations set out in item 4 of the Schedule.
3. **Acknowledgement**

The parties acknowledge and accept that CFC’s drainage system (as referred to in item 4 of the Schedule) will originate on Lot 601 on Deposited Plan 404534 being the land comprised in Crown Land Title Volume LR 3165 Folio 624 shown for identification purposes as Lot 601 on the plan attached to this document marked “B” (the attached plan marked “B” is an updated plan from the plan in Annexure “A” of the Management Agreement).

4. **Obligations**

   (a) The Town confirms with CFC and LandCorp that it will observe and perform the Town's Obligations at all relevant times.

   (b) CFC confirms with the Town and LandCorp that it will observe and perform CFC’s Obligations at all relevant times.

   (c) LandCorp confirms with the Town and CFC that it will observe and perform LandCorp's Obligations at all relevant times.

5. **Costs**

Each party must pay its own costs of and incidental to the preparation, negotiation and completion of this document.

6. **General**

6.1. **Variation**

This document can only be varied by the parties in writing.

6.2. **No waiver**

A failure to exercise or a delay in exercising any right, power or remedy under this document does not operate as a waiver.

6.3. **No merger**

The terms and conditions of this document or anything done under or in connection with this document or any other agreement between the Town, LandCorp and CFC will not operate as a merger of any of the rights and remedies of the parties in or under this document, or in or under any other agreement, all of which will continue in full force and effect.

6.4. **Severance**

If any provision of this document or its application to any person or circumstance is or becomes invalid or unenforceable, that provision will be taken to be omitted without invalidating or modifying the remaining provisions of this document, which will continue in full force and effect as if the invalid or unenforceable provision had not been included in it.

6.5. **Entire agreement**
This document covers the whole of the agreement between the parties and no further or other covenants or provisions will be considered to be implied or to arise between the parties by way of any collateral or other agreement.

6.6. **Party preparing document not to be disadvantaged**

No rules of construction will apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this document or any part of it.

6.7. **Further co-operation**

Each party must do anything (including executing a document) another party reasonably requires in writing to give full effect to this document.

6.8. **Relationship of the parties**

This document does not create a partnership, agency, fiduciary or any other relationship, except the relationship of contracting parties, between the parties. No party is liable for an act or omission of another party, except to the extent set out in this document.

6.9. **Execution of separate documents**

This document is properly executed if each party executes this document or an identical document. In the latter case, this document takes effect when the last of the identical documents is executed.

6.10. **Governing law**

This document will be construed in accordance with and governed by the Laws of Western Australia.
1. **Land**
   
   Public Open Space being defined in the Management Agreement as “Land”.

2. **Management Agreement**

   Management Agreement made between the Town, CFC and LandCorp dated 17 August 2012, a copy of which is attached and marked “A”.

3. **Variation Date**

   [The date of execution of this document TBC]

4. **Variations**

   1. Clause 4 is amended by inserting new subclauses to read as follows:

   “4.6 The Club agrees that it shall be responsible for all costs associated with the installation, ongoing maintenance and replacement of the Club’s drainage system to be installed on or under the Land including but not limited to any reticulation, turf surface and subsurface infrastructure works related to such installation, maintenance and replacement.

   4.7 The Club agrees that it shall be responsible for all costs associated with the required pedestrian management to maintain public access on the Land as a result of any installation, maintenance and replacement works associated with the Club’s drainage system to be installed on or under the Land.”

   2. Clause 4.2 is amended by inserting “and Clause 4.6” after “Clause 4.3” on line 1.

   3. Clause 4.4 is amended by deleting “this” on line 1, amending “clause” to read “clauses” and inserting “4.1 – 4.3 inclusive” after “clauses”.
Executed as a deed

Signed by the Town

Executed on behalf of the Town of Claremont by Stephen Goode, Chief Executive Officer:

______________________________

Signature of Witness

Print name of Witness

Address of Witness

Occupation of Witness

Signed by CFC

The Common Seal of the Claremont Football Club (Inc) was hereunto affixed in the presence of:

______________________________

Trustee Signature

______________________________

Trustee Name (please print)

______________________________

Trustee Signature

______________________________

Trustee Name (please print)

______________________________

General Manager Signature

______________________________

General Manager Name (please print)
Signed by LandCorp

Signed on behalf on the Western Australian Land Authority by person(s) authorised by its Board in accordance with Section 45(2)(b) of the Western Australian Land Authority Act 1992:

________________________________________
Authorised Officer

________________________________________
Print name Authorised Officer

________________________________________
Authorised Officer

________________________________________
Print name Authorised Officer
14 ANNOUNCEMENTS BY THE PRESIDING PERSON
15 Elected members' motions of which previous notice has been given

16 New business of an urgent nature approved by the person presiding or by decision of meeting

17 Confidential matters for which the meeting may be closed to the public

18 Future meetings of Council

19 Declaration of closure of meeting