

# Point Moore Community Workshop

## Questions and Responses

- 1. Why can't all the leases expire at the same time as the Belair Caravan Park lease in 2045?**

In accordance with the State Government's Management Order for the Point Moore leases, the maximum allowable term for the residential lease is 21 years. The Belair Caravan Park is on a commercial lease and, as such, it has a different maximum allowable term that only applies to commercial leases.
- 2. Will the new lease for 21 years go into effect in 2025 and 2028?**

No. Should the Council determine to offer a new lease for 21 years, the 21-year term will commence from date of signing. For example, a new lease signed by June 30 2018 will expire in June 2039.
- 3. Who will pay to prepare the new lease?**

The City is paying solicitors to prepare a draft lease for the Council's consideration at their September meeting. Should the Council determine to offer a new lease and should a leaseholder wish to enter this lease, the leaseholder would pay the associated administration and lodgement fees of approximately \$520.
- 4. Why would anyone sign a new lease in 2018 for a 21-year period when it only gives you an additional 11 or 14 years to 2039?**

Current leases expire in either 2025 or 2028 and contain no provision for a new lease. Leaseholders would have to determine if signing a new 21-year lease, which would enable them to reside in Point Moore until 2039 is beneficial or not.
- 5. Will I be able to keep my current lease if a new lease is issued?**

Should the Council determine to offer a new lease, leaseholders can either keep their current lease which expires in either 2025 or 2028, or surrender it and sign a 21-year lease.
- 6. Is a 21-year lease considered temporary or permanent habitation?**

A lease is an agreement where payment is made for the temporary use of property. Therefore, a 21-year lease would be considered temporary habitation.
- 7. The former CEO made a statement that all leases will be allowed to continue to 2028 does this still apply?**

A Council decision is required to enter into or amend a lease. Therefore, leases that expire in 2025 and 2028 cannot be automatically amended. Council will be considering offering a new lease to Point Moore leaseholders at its 26 September Ordinary Meeting of Council.
- 8. At a meeting at Coxswain Crescent, the Mayor said he would like to see leases aligned with Belair Caravan Park, why has he changed his mind?**

Although many people would like to see leases aligned with the Belair Caravan Park, under the current Point Moore Management Order issued by the State Government, this is not legally possible. The Belair Caravan Park is on a different land parcel and on a commercial lease. As such, it has a different maximum allowable term that only applies to commercial leases.
- 9. What will happen if we don't sign a new lease?**

If you choose not to sign a new lease, your current lease and all of its conditions will remain in place until it expires in either 2025 or 2028.

**10. In 2024, could the future Council review and issue a new lease or will they be bound by this Council's decision?**

Yes, the Council of the day could consider the issue and make a decision based on the information available at that time.

**11. Will the new lease have an explicit no renewal clause?**

Yes, it will.

**12. If my current lease is acceptable, and I choose not to surrender it, what will the State Government do?**

If you choose not to surrender your lease and enter into a new lease agreement, then the lease conditions of your current lease will apply to you.

**13. What will happen if we refuse to leave when our lease expires?**

The City hopes that we do not reach this point and has entered into an extended consultation and investigation period to avoid this situation. If this situation occurs, it would be up to the Council of the day to determine what actions it would take in accordance with the lease conditions.

**14. What will happen if someone doesn't renew their lease and the neighbour next door does?**

When a lease expires, the leaseholder will have to vacate the property. Some existing leases require the leaseholder to demolish their premise at the end of the lease term and some do not. Should the Council determine to offer a new lease, one of the proposed conditions is a levy to fund future house demolitions. The decision to demolish would be based on the condition of the dwelling.

**15. What will the implications for the remaining tight knit community for the period of their lease when houses are beginning to be demolished?**

As houses are removed, it will no doubt change the character and the community of the area as occurs in suburbs where redevelopment takes place.

**16. Has any financial/social/community cost benefit analysis been done in regard to letting the leases lapse?**

All of the studies, investigations and letters from State agencies are available on the City website along with the City's presentation at the recent community workshop <https://www.cgg.wa.gov.au/your-council/having-your-say/having-your-say/point-moore-community.aspx> financial information is also contained within these documents. It is because of the potential social and community impacts that the Council is considering offering a new lease to existing lease holders.

**17. What is happening to homes being surrendered to the City now?**

There have been no homes 'surrendered' to the City. The City is involved in a small number of statutory and legal proceedings associated with a leaseholder dying intestate and two leaseholders being uncontactable.

**18. What will happen to homes when their lease expires?**

This will be a matter for the Council of the day. If the trigger points are reached or the dwelling is in very poor condition, the intention would be to demolish the dwelling with the costs of demolition to be met by a demolition levy.

**19. What will be the timelines for the demolition of houses? If they aren't demolished quickly will they become squatter's homes or drug drops?**

No timelines for the demolition of homes has been determined. This will be a matter for the Council of the day. If the lease expires, the trigger points are reached or the dwelling is in very poor condition, the dwelling would be demolished. The point regarding vacant dwellings is noted and will be taken into account if, and when, this point is reached.

**20. How will the houses be demolished and will the removal of asbestos be managed to ensure there is no public health risk? Will surrounding neighbours be notified?**

Should a dwelling need to be demolished, a demolition permit must be obtained which includes an Asbestos Management Plan. Asbestos must be handled in compliance with Health (Asbestos) Regulations 1992 which states that a licensed removalist must be engaged for any removal of asbestos over 10m<sup>2</sup>. If the licensed removalist is not complying with the asbestos regulations during demolition a complaint can be made to WorkSafe WA to investigate the incident. The demolition contractor will be required to notify surrounding residents of the dates of demolition works.

**21. Is there enough government housing available should 60 or 70 families need to apply at once and when would it be advisable to add our names to the waiting list?**

The City is not able to comment on the availability of State Government housing or waiting times. The intention of the proposed new lease is to avoid this situation. However, if this situation arose, the City would work closely with the relevant State agencies to manage the transition.

**22. Where will all the people go if leases are not renewed?**

Leaseholders will have until 2025 and 2028 to determine where they will go or until 2039 if Council determines to renew leases and leaseholders sign a new lease.

**23. Does the City have a plan to rehabilitate empty sites to maintain the safety and welfare of the community?**

Yes, the City would ensure proper process is followed as sites are cleared and would then maintain the sites as they become vacant.

**24. Will leaseholders have the option to demolish and rehabilitate their property and be refunded the demolition and rehabilitation fees they paid?**

This is an option that will be presented to the Council as part of their upcoming deliberation.

**25. Under the new lease, what happens to people who have multiple properties? Will they be able to rent the one they are not living in or sell them?**

Should the Council determine to offer a new lease, existing leaseholders who sign the new lease will need to comply with the conditions of the new lease, which may include a clause that prohibits subletting. It is proposed that existing leaseholders will have until June 2018 to decide whether to enter into the new lease. Some of the current leases already prohibit subletting of properties.

**26. Will leaseholders who own more than one property and rent them out have to reject the new leases?**

It is up to each individual leaseholder to determine if the new lease conditions are acceptable and whether they want to sign a new lease subjecting them to new conditions. It is proposed that existing leaseholders will have until June 2018 to decide whether to enter into the new lease.

**27. What happens to some residents and seniors who need to go into care and can't sell their houses before the deadline to surrender existing leases and sign a new one?**

It is proposed that existing leaseholders will have until June 2018 to decide whether to enter into the new lease. Alternatively, residents and seniors can determine to keep their existing lease. This provides leaseholders with approximately one year to determine their proposed course of action.

**28. Why would subletting, transferring, or selling leases not be allowed in a new lease?**

Should the Council determine to offer a new lease, the conditions in the lease must protect both the interests of the Council and the interests of the leaseholder. At this point in time, the required funds to mitigate all of the risks associated with the lease properties at Point Moore (erosion, inundation, septic systems) have not been sourced. Hence, the draft lease conditions must somehow manage the potential eventuality that a significant risk is realised.

- 29. If I can't sell or transfer my property under the new lease how do I build equity with my home?**  
Should the Council determine to offer a new lease, it is up to each individual leaseholder to determine if the new lease conditions are acceptable and whether they want to sign a new lease. Current leases allow for the transfer or sale of property.
- 30. I bought a second lease seven years ago with my self-managed superannuation fund as part of our retirement plan. We also applied for a specific licence and paid annual fees. What will all this mean for us?**  
The City is not in a position to offer financial advice with respect to self-managed superannuation funds. The City recommends seeking professional financial advice.
- 31. Is it true a self-managed superannuation fund cannot own a lease if the lease is for a commercial purpose even though I have applied for and maintained a permit from the City for short-term accommodation for the duration of my lease?**  
The City is not in a position to offer financial advice with respect to self-managed superannuation funds. The City recommends seeking professional financial advice.
- 32. Why would leases be extinguished upon death? Is there a similar condition in the current lease?**  
Should the Council determine to offer a new lease, the conditions in the lease must protect both the interests of the Council and the interests of the leaseholder. At this point in time, the required funds to mitigate all of the risks associated with the lease properties at Point Moore (erosion, inundation, septic systems) have not been sourced. Hence, the draft lease conditions must somehow manage the potential eventuality that a significant risk is realised.
- 33. Will the inclusion of a death clause or no-sale clause limit the ability for future Council to grant a new lease after 2039?**  
No, it would not. The future Council can make decisions based on the information available to them.
- 34. Can there be a period of say, five years, where properties can be sold or gifted to another party so existing homers can sell up?**  
This is an option that will be presented to the Council as part of their upcoming deliberation.
- 35. Will the City still approve building applications for renovations and improvements after the signing of the new lease?**  
Should the Council determine to offer a new lease, the new lease will not prevent leaseholders from making improvements to their properties.
- 36. Who exactly will need to provide a biannual return certificate of residency?**  
Should the Council determine to offer a new lease, and should it contain this condition, the leaseholder would be required to provide this certificate.
- 37. Will lease discounts, similar to the aged pensioner discount, be offered to disabled persons too given they have a higher cost of living?**  
This is an option that will be presented to the Council as part of their upcoming deliberation.
- 38. Will there be any legal advice provided to residents regarding the new leases and possible inclusions/exclusions?**  
No. It will be up to individual leaseholders to examine the new lease and seek advice. However, there will be ample time for leaseholders to seek legal advice regarding the new lease (suggested date is 30 June 2018).

**39. What are the public health conditions for faecal contamination that would trigger a lease to extinguish?**

An assessment of a failing residential onsite effluent and treatment disposal system that cannot be repaired/upgraded to the Health (Treatment of Sewerage and Disposal of Effluent and Liquid Waste) Regulations 1974 would then deem the building to be unfit for habitation as per the Health (miscellaneous provisions) Act 1911 due to the immediate public health risk.

**40. Will the raw data on the groundwater study be available which identifies the pathogens as most coliforms are beneficial?**

Faecal coliforms by themselves are usually not pathogenic; they are indicator organisms, which means they may indicate the presence of other pathogenic bacteria. Pathogens which cause disease are typically present in such small amounts it is impractical to monitor them directly. The results of the water testing undertaken as part of the Residential Onsite Effluent Treatment Disposal (ROETD) Study can be found in the Study Appendices located on the City's website.

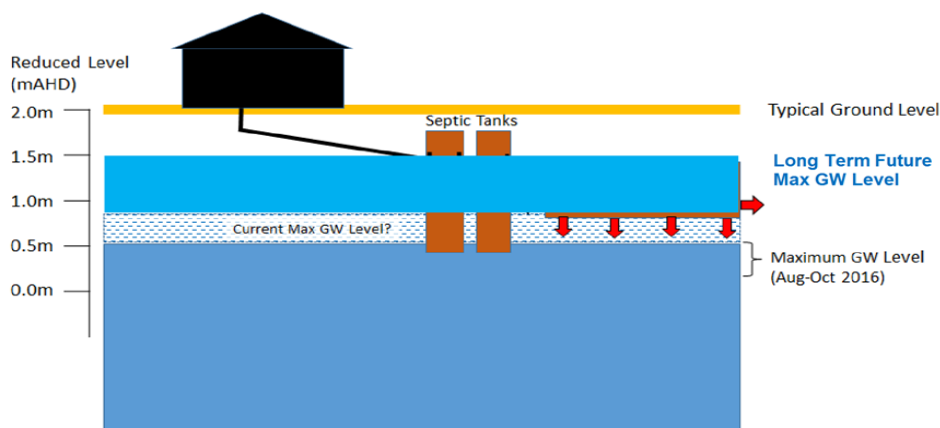
[https://www.cgg.wa.gov.au/Profiles/cgg/Assets/ClientData/Document-Centre/Point\\_Moore\\_ROETD\\_Study\\_Appendices.pdf](https://www.cgg.wa.gov.au/Profiles/cgg/Assets/ClientData/Document-Centre/Point_Moore_ROETD_Study_Appendices.pdf)

**41. Why are septic tanks considered failing or at risk if only 17, or less than 10%, of septic tanks were tested?**

A ten percent sample size is a valid representative sample. To sample all 170 systems would have been expensive and time consuming. In addition to the ten percent of systems that were sampled, the ROETD study considered all available septic system plans, aerial views and groundwater levels. The original septic system installation site plans also provided dates in which the systems were installed with most being within the 60s and 70s. Most septic systems have a 20 to 30 year life span. This would indicate that the original septic systems would be nearing their end of life and require upgrading. As per the findings of the study it indicated that due to the old age and materials used it would be safe to say they are not in a satisfactory condition.

Faecal coliforms found in the ground water sampling is an indication that contamination from sewerage is occurring. The reduced vertical separation distance to groundwater from the septic systems due to sea level rise is evidence to suggest that the point source of the sewerage contamination is from the septic systems. The system is deemed failing as it is not allowing the waste water from the leach drains to reabsorb into the ground and filter out through the soil over time, rather its leaching straight into the groundwater within the area. The below picture provides an overview on why most systems are failing.

**Typical on-site system at Point Moore**



**42. How can other septic tanks in Geraldton be repaired back to original condition and not be forced to conform to current conditions?**

The Health (Treatment of Sewerage and Disposal of Effluent and Liquid Waste) Regulations 1974 states that all upgrades to septic systems must comply with the current standards as required across Western Australia. The works referred to may have been completed without City's Environmental Health Department approval or are in a different area with different topography, ground water levels and lot size conditions.

**43. The current lease says the City is responsible for everything under grass level and are therefore responsible for the septic issues so why don't you fix them?**

The costs associated with wastewater disposal are always the responsibility of the homeowner. In the case of Point Moore, this would be the leaseholder.

**44. There are lots of systems that would be perfect for Point Moore such as composting toilets, bio-systems or self-contained systems. Why aren't you looking at other solutions?**

All options that met with State Government guidelines were considered. The small lots size within Point Moore restricts the use of the options mentioned.

**45. If new septic systems are problematic due to land size why has the City approved at least three new or modified systems in the past five years?**

The works mentioned may have been completed without approval from the City's Environmental Health Department or may have been conditional as directed by the State Department of Health. Please note the City has only become aware of the current ground water level since the ROETD Study was completed in 2016 and has not received a septic system application to upgrade or install a new system within the Point Moore area since the study was completed.

**46. Why were we not informed of the possible health problem when we bought? This question was put to the City prior to purchase by the settlement agent with no response.**

The problem with the wastewater treatment systems and the potential health risk from coming in direct and indirect contact with contaminated ground water due to non-compliant wastewater disposal systems has only been known since late November 2016. At that time, the City notified all real estate and settlement agents of the ROETD Study and its results so they could inform potential buyers of the risks.

**47. Would the City support a community waste water system viability study for the area?**

The ROETD Study findings state that if residential properties remain at Point Moore for the long term, a reticulated wastewater collection system will need to be installed that routes wastewater to the Water Corporation's Geraldton Wastewater Scheme. It provided indicative costings of \$6 to 10 million to install the required infrastructure. The Water Corporation has advised they will not meet these costs and the City cannot afford to absorb them either.

**48. Why can't we just sign waivers in the new lease saying we won't sue the City?**

The City has a legislated duty of care to ensure public health and safety and is unable to enter into such a waiver, which would not override state legislative requirements.

**49. Will there be a waiver in the new lease regarding 'non-conforming' septic, as we all know this isn't possible due to the lot sizes?**

Unfortunately, no. A waiver cannot override the state legislative requirement to have compliant and non-failing septic systems as per the Health (Treatment of Sewerage and Disposal of Effluent and Liquid Waste) Regulations 1974.

**50. What would be the outcome if a proposed trigger point was reached?**

If a trigger point was reached, the leases affected by that particular trigger point would then be extinguished, as it would no longer be safe or viable for these leaseholders to continue to live at Point Moore.

**51. Can you provide any legal advice regarding changing insurance premiums given the inclusion of trigger points in the new lease?**

The City is not in a position to offer legal or insurance advice to leaseholders. The City recommends seeking independent professional advice.

**52. Will leaseholders have an opportunity to provide feedback or negotiate conditions of the new lease before the 26 September Council meeting?**

The meeting held on 19 July was to keep Point Moore lessees informed of the City's progress. Forms were supplied to all those who attended to provide their comments on the proposed lease conditions. The discussion paper feedback period is open until 11 August 2017.

**53. When will the decision be made regarding new leases?**

A report will be presented to Council for their consideration and determination at their Ordinary Meeting on 26 September 2017. Residents can attend the Agenda Forum on Tuesday 19 September to ask questions or gain more insight into the Agenda item to go before Council on 26 September.

**54. How was MP Rogers chosen to do this study? Was it put out to tender?**

MP Rogers was selected via the City's competitive Request for Quote (RFQ) tendering process.

**55. Were the State and/or Federal Government involved in conducting/funding this research?**

The WA Department of Transport (DoT) helped develop the consultant's brief for the study. They reviewed the study report prior to finalisation. The City also received DoT funding for the Cape Burney to Greys Beach study. The Federal Government have not been involved.

**56. Have the State/Federal Government been informed of your findings?**

The State Government has been involved in the investigations and the Point Moore Inundation and Coastal Processes Study. Letters from various State agencies in response to the reports were provided at the Community workshop and are available on the City's website. The Federal government has not been involved. <https://www.cgg.wa.gov.au/live/my-environment/coastal-adaptation-planning/coastal-erosion-and-inundation/point-moore-inundation-coastal-processes-study.aspx>

**57. What was the specific purpose of this study (as per instructions from the City of Greater Geraldton)?**

To undertake a coastal inundation and erosion assessment of Point Moore in line with the State Government Coastal Planning Policy requirements.

**58. What are the actual qualifications of the people involved in collecting/assessing information to come to the conclusions you did?**

MP Rogers is an engineering consultancy specialising in coastal and port projects. Its staff are qualified engineers specialising in coastal engineering. MP Rogers have undertaken a number of coastal vulnerability assessment projects including:

- Hillarys to Ocean Reef Coastal Vulnerability Assessment
- Karratha Hospital Relocation Coastal Vulnerability
- Cockburn Coast Coastal Vulnerability Assessment
- Madora Bay Climate Change Vulnerability Assessment
- Perth Metropolitan Coastal Setback Study

**59. Did you use a marine geologist to address the impact of sand mining (thousands of tonnes) on this area of coast?**

Mid West Ports bypass approximately 12,500m<sup>3</sup> sand per year to the northern beaches. This is undertaken to mitigate the interruption of sediment movement caused by Port infrastructure. The sand bypassing operation has gone through a public environment review.

**60. Were you aware that extensive sand mining is undertaken on beaches adjacent to Point Moore which would account for erosion issues? (ref: "Sand Wars")**

The study assessed the impact of the sand bypassing. Pages Beach is accreting at an average rate in the region of 19,000 m<sup>3</sup> per year, even without the sand bypassing.

**61. The whole area that you assessed is used by 4WD vehicles. The impact of this on the beach has been extensive. Did you take this into account during your studies?**

Vehicle access is currently allowed on the accreting beaches at Point Moore. A shoreline movement assessment as required by the State Coastal Planning Policy was undertaken. Vehicles are not allowed on the eroding portion of the beach.

**62. Were you aware that there is no historical precedent for the 100 year event you describe in your study? Historical records show nothing like this has ever happened in this area.**

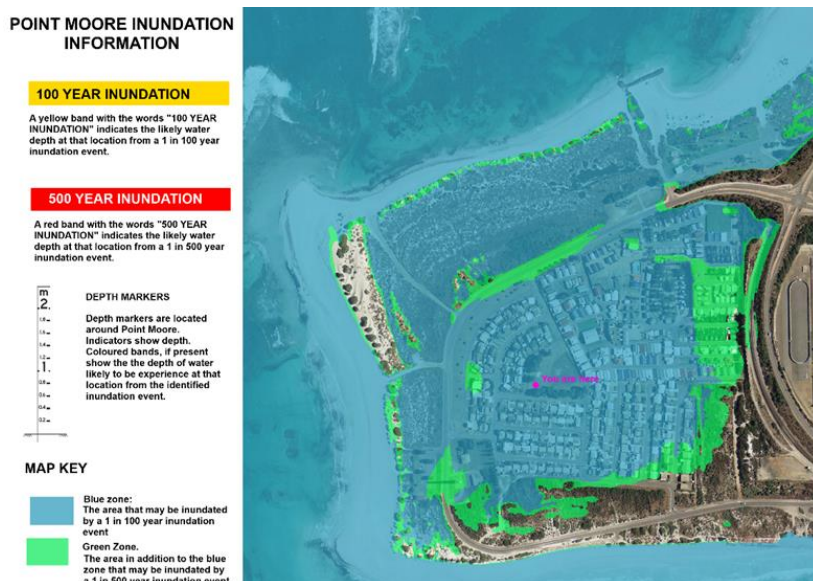
The study was conducted in accordance with the State Coastal Planning Policy. It informs town planning decisions. If future erosion or coastal inundation does not occur, the trigger points would not be activated.

**63. Did you know that extreme weather/catastrophic events in the past, such as cyclones, flooded other areas of Geraldton, not Point Moore?**

Yes, the City recognises that areas of Geraldton outside of Pt Moore have been flooded in the past. Three studies have been undertaken for Geraldton (Cape Burney to Greys Beach, Point Moore, Town Beach to Drummond Cove). These show the areas of Geraldton coast that may be at risk from inundation and erosion events. The reports are available on the City's website <https://www.cgg.wa.gov.au/live/my-environment/coastal-adaptation-planning/coastal-erosion-and-inundation.aspx>

**64. Did you know that around Point Moore copies of your map have been placed on signs attached to measurement posts with stickers showing that we will (the words "possibility" are not used) be inundated in 100/500 years' time?**

The wording on signage is presented below.





**65. Your report raised issues. Is there a reason that you offered no solutions to the issues raised in your study?**

With respect to physical infrastructure solutions to the Point Moore issues (erosion, inundation, septic systems), the Council documentation available on the City website does detail possible solutions. The issue faced by the City and the leaseholders is the costs associated with these options. Specifically, the infrastructure costs of addressing the risk of inundation, erosion and waste/water systems and coastal protection, which cannot be met by the City.

**66. Did the Geraldton Council, funding this study, ask for solutions to coastal inundation and erosion issues affecting Point Moore?**

The purpose of the studies was to provide hazard maps. Indicative costs for coastal protection works to address the inundation and erosion risks has been provided in the reports available on the City's website.

**67. Are you aware of any future plans for the Point Moore area?**

The City is working with the Point Moore community in an attempt to develop a new lease that is acceptable to the leaseholders, the City and the State Government that extends to 2039. This is the future plan for Point Moore.

**68. We have seen inundation or flooding from the 2004 tsunami in the CBD but not at Point Moore. Why is there such a risk for only Point Moore?**

The risk to Point Moore from a tsunami inundation event is lower than that from a cyclonic or non-cyclonic inundation event. The reasons why are described in the inundation and erosion study report for Point Moore. This report is available on the City's website

[https://www.cgg.wa.gov.au/Profiles/cgg/Assets/ClientData/POINT\\_MOORE\\_FULL\\_REPORT.pdf](https://www.cgg.wa.gov.au/Profiles/cgg/Assets/ClientData/POINT_MOORE_FULL_REPORT.pdf) The City has undertaken three studies to identify inundation and erosion risks. These studies cover the coastline of Geraldton between Cape Burney and Drummond Cove. These studies show the sections of coastline that are at risk from inundation and/or erosion. The risk of inundation or flooding is due to the fact that the land is unusual at Point Moore in that after an initial dune system the land drops to a low point of 1m above mean sea level. The majority of leasehold properties are below 3m above mean sea level. Currently, there are no unaltered coastlines in Geraldton where habitable buildings fall below 3m apart from two private residences in Bluff Point.

**69. Are there inundation makers located at other areas around Geraldton which are also at risk?**

The City is in the process of installing signage at other locations throughout Geraldton that are considered to be at risk from inundation.

**70. What is the risk of inundation around the Foreshore and how does this impact the lease conditions for the Dome restaurant?**

There is a seawall installed along the Geraldton Foreshore that reduces the impact of erosion and inundation. The Dome Café was constructed at a higher finished floor level and accommodated the risk from inundation into its building design. The inundation and erosion risks around the Foreshore are identified in the Town Beach to Drummond Cove study. This study is available on the City's website <https://www.cgg.wa.gov.au/live/my-environment/coastal-adaptation-planning/coastal-erosion-and-inundation.aspx>

**71. Have other coastal areas in Geraldton had erosion/inundation and wastewater studies completed? What are their risks?**

The City has completed inundation and erosion studies for the entire urbanised coastline of the City region from Cape Burney to Drummond Cove. The studies indicate there are also risks of inundation and erosion across the City region. These studies are available on the City website <https://www.cgg.wa.gov.au/live/my-environment/coastal-adaptation-planning/coastal-erosion-and-inundation.aspx> A Residential Onsite

Effluent Treatment and Disposal Study has only been completed for Point Moore as directed by Council in April 2014.

**72. What will the City do about water levels rising in the rest of Geraldton?**

The City is embarking on a Coastal Hazard Risk Management and Adaptation Planning (CHRMAP) project for the entire Geraldton Coastline. This will look at both physical assets and community and values in the context of long-term coastal adaptation pathways and building community resilience.

**73. Can more coastal protection like what has been done at Grey's Beach be done along the south side of Point Moore to stop erosion?**

Further coastal protection works are physically possible. Indicative costs for these works have been provided in City documentation. The issue facing the City and the leaseholders is sourcing the significant funds necessary to protect Point Moore from coastal erosion and inundation and replacing the current septic systems.

**74. Is the erosion north of the Port caused by dredging?**

The erosion north of the Port is caused by a combination of factors:

- a) Changes in the natural coastal processes and sediment feeds;
- b) The construction of the Batavia Coast Marina;
- c) The expansion of the Port and channel dredging; and
- d) Climate change and sea level rise.

Together, these impact the sediment cell between the Marina and the Chapman River mouth

**75. Can you give some examples of erosion south of the port?**

Greys Beach is an example of erosion south of the Port. The area between Separation Point and Point Moore has also undergone periodic erosion. The City has managed the retreat of road and other infrastructure at this location.

**76. Why haven't I received a response to my submission regarding the GHD study?**

All the submissions received concerning the GHD Study have been compiled into a report, which will be submitted to Council as part of the Point Moore documentation, which will inform Council's decision on lease renewals for the area. However, we will provide these answers here.

**77. The Inundation and Coastal Erosion study uses timelines which are beyond those which the next or any new leases would fall within rather, refers to modelling is for 2030/2070/2110. This raises the issue of direct relevance to current lease expiry dates as potential impacts specific to time frames are much further distant. Therefore, this would only be useful if the City is considering lease extensions for 5, 45 or 85 years.**

The study was conducted in accordance with the State Coastal Planning Policy, which requires the assessment of risk over the next 100-year planning timeframe. The study does provide an understanding of the change in risk over the full 100 years and at 2030 and 2070. The 2030 results are within the timeline of a new lease.

**78. The study does not indicate how long any inundation period would last for at Point Moore e.g. is flooding expected to be for one week or two hours. How would the City assess whether the risk of inundation is manageable or not?**

The Point Moore settlement is:

- a) Low lying;
- b) Centred in a depression; and has a
- c) High water table.

A key indicator of the consequence of the inundation risk is the depth of inundation. The State Coastal Planning Policy requires the assessment of a 1 in 500 year inundation event. The study shows that for the

present day the average depth from this inundation event would be 1.3m. The inundation depth is greater at the centre of the settlement reaching 2.0m. These depths would have a major or catastrophic consequence in terms of safety, health and environment.

**79. The depth of inundation is crucial to assessing whether the risk of inundation is manageable but this is not provided in the study for 2070. How can the City use the report to inform the next potential lease renewal period when depth maps provided in the report are inadequate?**

The State Coastal Planning Policy requires the assessment of a 1 in 500-year inundation event. The study shows that for the present day the average depth from the inundation event would be 1.3m. The inundation depth is greater at the centre of the settlement –reaching 2.0m. The inundation depths at 2070 will increase by 0.39m. This figure represents the expected rise in sea level between the present day and 2070. Furthermore, in accordance with the State Government’s Management Order for the Point Moore leases, the maximum allowable term for the residential lease is 21 years.

**80. A key factor in estimating erosion levels and the potential for rock to limit the impacts of coastal erosion is the presence of bedrock. Why does the modelling not mention this?**

Geotechnical investigations for the short-term protection works at Greys Beach did not encounter bedrock.

**81. The study states, that over the last 60 years, dunes on the northern and western sides of Point Moore have accreted significantly over 100 meters in some areas. However, the inundation assessment for the various time frames of 2030, 2070 and 2110 does not take this significant amount of accretion into account by using the present day landforms for all modelled time frames. What is the City’s response regarding the extent of the modelled inundation areas?**

The State Coastal Planning Policy identifies the components to be modelled for erosion and inundation:

- a) S1 Erosion. Allowance for the current risk of storm erosion;
- b) S2 Erosion. Allowance for the historic shoreline movement trends;
- c) S3 Erosion. Allowance for erosion caused by future sea level rise; and
- d) S4 Inundation. Allowance for the current risk of storm surge inundation

The Policy identifies the minimum cross-section area of a dune for it to be considered an effective barrier to inundation. The State Coastal Planning Policy has been followed for the Point Moore study. The report is available on the City’s website <https://www.cgg.wa.gov.au/live/my-environment/coastal-adaptation-planning/coastal-erosion-and-inundation.aspx>

**82. The Gold Coast is built on a swamp do they know more than the City?**

Other states have different building codes and state coastal planning policies. Assets built close to Gold Coast beaches are experiencing erosion and flooding from storms and significant expenditure on short-term temporary sand nourishment is occurring.

**83. Why has the City not established an evacuation plan as per the recommendation from the Minister in his letter in 2007?**

The City is not the responsible incident controller of any emergency event within the City other than for fires. The Police would be the incident controller of the emergency who would undertake any evacuation that needed to take place. The Police would follow the State’s Westplan, which guides them on the activities to undertake and includes any evacuations in an emergency situation. The Police have provided confirmation that they would undertake the responsibility of evacuating the area if, and when, required.

**84. Who is paying for the coastal protection works along Chapman Road?**

The Beresford Foreshore Coastal Protection works are jointly funded with the State Government Royalties for Regions administered by the Mid West Development Commission providing \$17.28 million, Mid West Ports Authority contributing \$4 million. The City is contributing \$1.85 million for the amenity phase of the project (pathway, lighting, car parks etc.).

**85. Why is the City removing sand from Pages Beach?**

Mid West Ports Authority bypasses sand from Pages Beach to the Beresford Foreshore to nourish the northern beaches between the Marina and the Chapman River Mouth. This is because sand is trapped Pages Beach by the Port infrastructure. As a result, there is a lack of sediment transport to the northern beaches.

**86. Why, after 60 years, has all this occurred?**

Over the last 60 years, coastal erosion has reached a point where there is a real risk of Point Moore being inundated. The original septic systems installed in the 60's and 70's have a 20 to 30 year life span. This would indicate that the original septic systems would be nearing their end of life, may be failing and require upgrading. As the City has a duty of care towards its community and Council made the decision to investigate these issues and to determine if there is a risk to the health and wellbeing of Point Moore residents. The study reflected that there is a risk, which may, as the septic systems continue to fail, pose an immediate risk to health as a result of insanitary conditions from failing septic systems, is reached when faecal contamination of ground water reaches CFU/100ml.

**87. Why were the studies done in the first place and why weren't they done earlier?**

In 2014, the Council resolved not to renew Point Moore leases until the risk of inundation (State Government's advice) and the impacts of the aged septic systems was known. Furthermore, the study done in late 2016 highlighted the health risks associated with the failing septic systems.

**88. The Mayor said this is the 'City's retreat plan to slowly take back leases'. Why does the City want to take back leases?**

The City is not trying to take back leases. Rather it is considering options for a managed retreat where there is a real risk to life and property. According to the State Planning Policy SPP 2.6 where assets are at risk to erosion or inundation there are four options available to reduce the risk:

1. Avoid the risk by not renewing leases.
2. Undertake a managed retreat by pulling back or removing assets from harm's way
3. Accommodate the risk by constructing buildings above the 100-year planning timeframe modelled inundation depth.
4. Protect from the risk by building coastal protection works.

Until the State Government agrees to fund the works required to protect Point Moore from erosion and inundation and fund waste/water infrastructure works, the City's only options are to either avoid the risk by not renewing leases or undertake a managed retreat by slowly pulling back or removing assets harm's way. This reduces, over time, the amount of people who live at risk at Point Moore.

**89. Will the City fund a study on the cultural and social aspect of Point Moore?**

It is because of the potential social and cultural impacts that the Council has embarked on this extensive process to consider the risks and options associated with offering new Point Moore leases. At this stage, a separate study on social impacts is not proposed.

**90. The agenda item regarding the Point Moore Discussion Paper said the existing cottages have no cultural or historical significance. How can that be if the lighthouse is Geraldton's most iconic landmark?**

The lighthouse is an iconic landmark, which is State Heritage Listed. Comparatively, the existing leased cottages are not listed on the State Heritage Register. The discussion paper is specifically referring to the lease cottages.

**91. Has any thought been put into transitioning Point Moore to freehold tenure?**

Yes. Unfortunately, this is not easy. The process for freehold tenure will need to address the same issues as those already raised and it would potentially need the lots to comply with the State's Coastal Planning Policy requirements on coastal setbacks etc... Each freehold lot would also need to be on reticulated sewer and provided with upgraded services such as underground power etc... (relevant W.A. Planning Commission policies). To freehold the land, it is most likely that all of these works would need to have been funded and

completed. The State has indicated it is not willing to meet these costs and the City cannot afford to absorb them either. Hence, the City is suggesting to Council a new lease with trigger points.

**92. Isn't the lighthouse freehold?**

The Federal Government through the Australian Maritime Safety Authority owns the lighthouse and the land on which it stands.

**93. Why do Point Moore residents pay lease fees and rates on their properties?**

Lease fees are charged on the individual Crown Certificate of Title pursuant to State Acts. All land within a district is rateable land unless it is deemed exempt under the Local Government Act. The lots at Point Moore are rateable land under the Local Government Act.

**94. Are the lease fees going to drop, keep going or be capped?**

That would be a matter for Council to determine as part of their upcoming deliberations. Officers are suggesting a Consumer Price Index (CPI) increase.

**95. Is the Valuer General going to revalue the properties now that it is considered "not suitable for permanent human habitation"?**

Next year, in 2018 all properties across Geraldton will be revalued. The City has forwarded the two reports to the Valuer General for consideration. All property owners have the right to object to the valuation of their property via Landgate.

**96. What are the lease fees and rates we pay spent on?**

Lease fees and rates collected by the City are used to provide programs and services to the entire community. Some of these services include the Geraldton Regional Library, QEII Centre, QPT, and Aquarena. These funds are also used to maintain and renew existing infrastructure such as roads, drainage, footpaths, City owned buildings, public open spaces, rubbish collection, etc... Rates also fund Capital Works projects. Some recently completed Capital Works projects include the Mullewa Transfer Station, Abraham Street Roundabout and the RV Dumping Station.

**97. What percentage of my lease fees goes towards works in Point Moore?**

The City does not record maintenance expenditure by area.

**98. How much money does the City spend on maintaining Point Moore currently? Can this be seen in the Budget papers?**

The City does not record maintenance expenditure by area.

**99. Does the City envisage any major changes in policy regarding Point Moore issues with the new government?**

The City has approached the relevant State Government agencies for their comments with respect to the issues facing Point Moore. Their responses are available on the City's website. The City is not in a position to predict any amendments to this advice.

**100. Can we have a copy of the presentation or can it be made available on the City's website?**

The presentation is available on the City's website at

[https://www.cgg.wa.gov.au/Profiles/cgg/Assets/ClientData/Document-Centre/Point\\_Moore\\_Discussion\\_Paper\\_Workshop\\_Presentation.pdf](https://www.cgg.wa.gov.au/Profiles/cgg/Assets/ClientData/Document-Centre/Point_Moore_Discussion_Paper_Workshop_Presentation.pdf)