

# City of Greater Geraldton

# Point Moore Discussion Paper Community Workshop Results

July 2017



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# Point Moore Discussion Paper Community Workshop

### **Background**

In 2014, Council resolved not to renew Point Moore leases until studies were undertaken with respect to the risks associated with coastal inundation and erosion and the impacts the aged septic systems could be having on public health and the environment in the area.

In January 2016, the City released the Point Moore Inundation and Coastal Processes Study and in November 2016 released the Point Moore Residential Onsite Effluent Treatment and Disposal Study.

Both studies indicated the Point Moore community is at risk from coastal erosion and inundation; the groundwater at Point Moore is contaminated with faecal matter causing a potential health risk associated with coming in direct contact with groundwater when undertaking land based subsurface activities; and onsite septic systems cannot comply with current standards due to lot size, vertical separation distances, setbacks and groundwater level.

The details of these risks, possible mitigation options including not renewing leases or renewing leases with conditions, and advice received from State Government agencies regarding the risks and mitigation options were detailed in the Point Moore Discussion Paper.

At the 27 June 2017 Ordinary Meeting of Council, Council endorsed the release of the Point Moore Discussion Paper for public comment and community engagement.

### **Engaging with the Point Moore Community**

The City conducted a community workshop on the evening of Wednesday 19 July 2017 in the Upper Hall of the QEII Seniors and Community Centre to present the issues the City is facing as outlined in the Point Moore Discussion Paper and gather feedback from leaseholders on lease options.

Point Moore leaseholders and residents were sent letters of invitation to attend the workshop. Invites were also hand delivered to all Point Moore residents and the Friends of Point Moore Inc. also promoted the workshop in their community newsletter.

The workshop was attended by 50 leaseholders who represented 43 Point Moore leaseholds, and two non-residents. Only one leaseholder who registered was unable to attend.

Participants were seated at tables in small groups, varying in size from four to seven people. The fully facilitated workshop included table facilitators who assisted participants in formulating their questions and providing their feedback during various sessions of the workshop.

The objective of the community workshop was:

To gather feedback from the Point Moore leaseholders and residents on:

- the issues the City is facing at Point Moore; and
- the options or conditions on what could constitute a new lease.

The results of the community workshop will inform Council decision making regarding new leases at the 26 September 2017 Ordinary Meeting of Council.

### **Community Workshop**

The two-hour community workshop featured a number of short presentations followed by a question and answer session and concluded with a deliberation session where participants were encouraged to discuss what they had heard and provide their feedback on the lease options, possible lease conditions and a possible lease renewal process.

The workshop began with City of Greater Geraldton Mayor Shane Van Styn welcoming members of the community. He then provided a brief history of the Point Moore leasehold area, which was followed by background information on Council's decision to undertake the two studies and the actions taken to date by the City concerning the findings of the two studies.

The three options Council has regarding Point Moore were the presented.

- 1. Do nothing and let leases expire as is.
- 2. Offer a new lease subject to the State Government paying for circa \$40 million for new waste/water infrastructure and coastal protection works.
- 3. Sign a new 21 year lease but with conditions that reduce the risk to life and property and make it possible for the City and State Government to offer a new lease.

### **Possible Lease Options**

The workshop began with two short presentations on the risks associated with coastal inundation and erosion and a summary of the results of the Residential Onsite Effluent Treatment and Disposal (ROETD) Study.

The three options previously outlined by the Mayor were reviewed and more detail regarding the three funding options for the required infrastructure was provided.

- The State Government
- The City
- The leaseholders

In summary, the State Government had advised there was enough evidence not to renew leases and if they were to be renewed, the City would be required to build a wastewater reticulation network and replace the existing water reticulation network as it is at the end of its useful life. The Water Corporation would not fund either project.

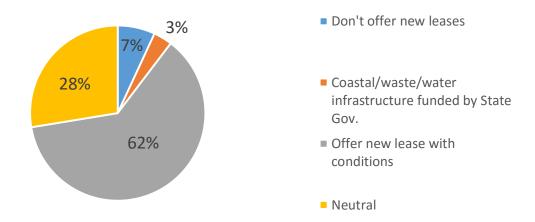
The City's current financial position was presented and advised the funding to build the required infrastructure could only be raised by either increasing rates by 6%-8.5% in addition to the annual Long Term Financial Plan increase of 3.5% or use debt financing, which would reduce its capacity to borrow for other priority works in the future.

The third option, which involves leaseholders funding the required infrastructure, would cost between \$302,800-\$433,000 per leasehold or \$15,140 - \$21,650 per annum over 20 years. These figures are based on the premise that waste/water infrastructure be gifted to Watercorp to operate and maintain.

(See page 35 APPENDIX 2 - Workshop Presentation)

During the deliberation and feedback session at the end of the workshop, participants were asked to share their concerns regarding the lease options. At the end of the session, 29 of the 52 workshop participants provided the following feedback on the three options.

Don't offer new leases	2
Coastal/waste/water infrastructure funded	1
by State Gov.	
Offer new lease with conditions	18
Neutral	8



### **Comments/Concerns**

Offer new leases where it is the responsibility of the leaseholder if, and when, coastal protection concerns the Point Moore area. I have been in Geraldton for 41 years and have seen the natural erosion along Grey's Beach, south side of Point Moore.

Support a new lease from 2018 to 21 years plus seven-year extension to 2045 to fall in line with Belair Caravan Park. No trigger points to relinquish leases. Lease fee to be based on new valuations calculated as per previous, 50% of valuation as base value. Lease to be transferable and saleable. Leases to be rentable. 50% pensioner discount for all commonwealth health cardholders.

In respect to the historical significance of the Point Moore beach cottages and the community's wish to secure tenure as per FOPM Inc. mission statement "To work collectively with all levels of government, non-government and the wider community to attain long term and secure tenure for all leaseholders and residents of Point Moore". I request a lease renewal of 21 years as per vesting order with an option of not vesting less than 'X' number of years to bring all leases in line with Belair Lifestyle Village to 2045.

Article in Midwest Times states that Melissa Price is trying to access \$399M annexed for Oakajee for Midwest. This would be a good use for it. I feel the inundation study is highly unlikely to occur. New lease process might be illegal e.g. cannot force people. Why is there no mention of freehold?

New lease with sensible and fair conditions so we can pass our homes onto our family. No trigger points. This has been extremely stressful with neighbours and friends scared. We would appreciate Council see that we love living in Point Moore and choose to live there because we love it. Please give us a future home at Point Moore and make us feel at peace.

Yes, renew 21 lease to 2039. No trigger points, yes evidence to plumber, no CPI. Leasers agree to accept risk by signing new lease. Please make a positive decision this September and let us have a good Christmas.

Do not agree with trigger points or lease expiring on death of leaseholder. Not being able to transfer lease by selling property. Properties devalued.

Is the Council open to other options? Does the former CEO's statement that all current leases will be extended to 2028 still stand? Why weren't we made aware until just recently, of Council notifications received about the issues they would have with renewing leases back in 2013? This would have impacted my decision to purchase a property in the period between those two periods.

My biggest concern is leases to be extinguished on death - not at all fair. No subletting? Why people's circumstances change and may require to leave town for work or family commitments. No transfer - Not being able to sell the cottage that I have bought, so walk away from \$150,000.

New leases with conditions that are agreed to by the State, City and all leaseholders.

My preference would be for a new lease with conditions. Could live with option two.

A new lease with conditions will do as long as there is a period (presuming we have new lease to take us to 2039) of say five years where we can sell our properties. I also think there should be no restriction on subletting or renting out our properties.

Offering new leases with conditions would depend entirely on the conditions. Why would we pay a demolition fee if none of the events happen and the cottages are all standing in good repair?

Costs are over estimated and indicative. Could be seen as heavy handed or threatening. Council staff are not considered to be working for ratepayers. Other options such as self-contained septic tanks have not been considered why? New conditions are onerous.

Investigate and provide feedback on the feasibility of transitioning to freehold tenure.

I prefer new leases with conditions. We should be able to pass our leases to family. Why would this be a problem, as the lease does not change, only the person who pays the rates and lease?

Can leases be extended from 2024, which takes us up to 2045 same as the Caravan park? No double dipping on CPI increases.

### Offer new leases with conditions.

Be able to pass on leases onto siblings/family members. To have one universal lease with either flat rate lease payment only or greatly reduced rates/lease combination. Point Moore is a unique area of heritage - everywhere else down our precious coastline has been demolished - no history left of early years. Not to have to hand our leases over to the City instead of State. Contact Valuer/Landgate to revalue our residence for a new lease option. Point Moore is a beautiful place, the ultimate area to promote tourism with great beaches on each side of the peninsula with well-known fishing areas from a beach area, great beach walks and very safe area for families to swim and enjoy every day.

One of our concerns is the cost to us for the waste/water infrastructure, as we couldn't afford it. We are also concerned in regard to insurance companies still willing to insure the properties with the reports attached to the leases.

### Possible Lease Conditions

The workshop presentation continued and provided more detail around option three; to offer a new 21-year but lease with conditions. The conditions focused on informing residents and potential buyers of the risks, the inclusion of trigger points, lease usage and transfer clauses, pensioner discount, demolition fees and providing evidence of working septic systems and residency.

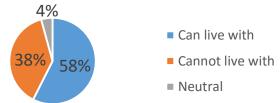
The possible conditions enable the City to better manage its risk profile, whilst providing a basis for Council and the State Government to provide a new lease. The inclusion of trigger points in the conditions enables leaseholders and potential buyers to clearly understand when the risk to private and community owned property, the environment, public health and to life, itself becomes too great

for continued habitation. They also indicate the serious cost implications a catastrophic event would have on Point Moore residents and the City. Trigger points would specify where coastal erosion, sea level rise or the level of faecal contamination in the groundwater would need to reach to extinguish leases and include the failure of onsite septic systems and water supply system failure. It was also noted that trigger points may never come into effect but if they did eventuate, no one would want to live at Point Moore. (See page 37 APPENDIX 2 - Workshop Presentation)

During the deliberation and feedback session at the end of the workshop, participants were asked to inform the City whether they could, or could not live with possible lease conditions and to explain why. At the end of the session, 48 of the 52 participants provided the following feedback on the 12 possible lease conditions.

# 1. Provide a new lease up to 21 years to 2038 and specifically state no lease extensions will be provided.

Can live with	28
Cannot live with	18
Neutral	2



### **Comments/Concerns**

Should be in line with Belair lease to 2045.

21 years plus option of future lease extensions. If inundation were not an issue in 2038, why would it be necessary to forgo leases at this point?

Any new lease for consideration should have an expiry date of 2039 and the City should consider asking the Minister for Lands, Rita Saffiot, whether she will also consider inclusion of a further 21-year option if agreed by residents, City and State Government prior to 2039.

Offer 21 years with a 21-year option.

If you renew the lease to 2038, I would be agreeable to try to keep renewable options open.

My current lease it to 2028 - a new lease of 21 years to 2038 is actually only giving me 10 years.

Should be aligned with Belair to 2045 even if it means 21 lease +.

Yes good idea.

It would be great if leases were extended but understand is government regulation.

All leaseholders are looking to stay at the Point until 2045 - common expiry with Caravan Park and Lifestyle Village

Agree.

Without the trigger points.

Great, yes incorporate all information and include in future 21-year option post 2038.

My parents have died and left the lease and it is all I have of their memory. I have nowhere else to go.

21 years from date of new lease.

Yes, please give peace to residents and this has been extremely stressful.

Feel 10 years is too short would look at 15-year extension feel it is more reasonable for oldies.

My lease expires in 2028 and this only gives me an extra 10 years. I do not like the fact that it will state 'no lease extension will be provided.'

I am assuming that this goes beyond the 2038 termination.

If it was 21 years with a guaranteed 21-year option of extension.

The City has, in the last two years, stamped plans for us to renovate our home. We initially paid \$245,000 and have now spent \$80,000 to provide ourselves with a safe/healthy home - no asbestos, mould, etc... we should be given time to enjoy this.

Maximum allowable term is 21 years, there is no reason to not put in clause with possible another 21 year term if possible

# 2. Reference to the Coastal Inundation and Erosion Study be included in the agreement and the report be provided as an annexure.

Can live with	37
Cannot live with	9
Neutral	2



### **Comments/Concerns**

Modelling and input is/was questionable. Lots of ifs and suppositions.

Why? What conditions would go with it? No detail...

We will all work together to present a revegetation programme.

I have lived in Point Moore since 1987 and have never seen the water damage any beach cottages in Captains Crescent.

Of course, makes sense.

As long as reasonable and legal.

Yes, as a resident I agree to accepting this information.

If the study is valid, is it being considered in regards to the CBD?

Yes if trigger points are clearly defined and do not leave any room for interpretation.

I'm happy for this to be included unless this demeans the legal validity of the lease and impacts on the ability to insure the property.

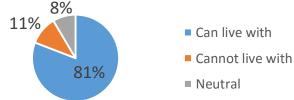
Strongly recommend.

MP Rogers build ports, they do not specialise in any way in providing solutions. There are solutions. Why are they not explored?

So this is not giving much comfort for people to buy in Geraldton, especially on the Tarcoola coastline through to Sunset Beach.

# 3. Reference to the Residential Onsite Treatment and Disposal Study be included in the agreement and the report be provided as an annexure.

Can live with	39
Cannot live with	5
Neutral	4



### **Comments/Concerns**

Summary not definite and data requires further investigation.

Why? What conditions would go with it? No detail...

Would like for presence of pathogens to be stated as trigger are stated "significant health risk".

As a pensioner, I want to know how costly it will be.

Is there any way the Council will help pay or lend the money to fix the septics?

Yes of course.

Septics be effective.

As long as there is an option allowing for 3 yearly wastewater inspections and chance for leaseholder to fix if there is a problem.

Yes as a resident, I agree to accepting this information.

Alternatives are too limited.

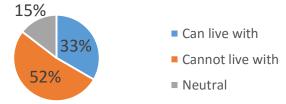
Yes if trigger points are clearly defined and do not leave any room for interpretation.

I'm happy for this to be included unless this demeans the legal validity of the lease and impacts on the ability to insure the property.

Strongly recommend.

4. Trigger points be included in the lease with respect to sea level rise, erosion, public health, wastewater, and water supply, which would require the leases to be mandatorily extinguished should those trigger points be realised.

Can live with	16
Cannot live with	25
Neutral	7



### **Comments/Concerns**

Subjective to whom?

Details of trigger points? How can you answer an open-ended question without details?

There should be attribution that the trigger points need to be at a level where it is no longer viable to live in the Point Moore area due to long-term public health risks.

Only if absolutely necessary. Been long time in Geraldton and Marine Terrace to be revegetated with fencing etc... that proves to be successful.

I have no knowledge of what Council has in mind as trigger points.

Need details

As long as I can live there till I die.

Who would set these?

This is sensible.

Have some qualms with trigger points but understand the urgency of a disaster.

Trigger point breaches should firstly have an opportunity to remediate the breach - not mandatory extinguishment.

Don't know, the conditions must be extreme.

No, not required as study information is sufficient and leasee accepts this.

Lease agreement with studies attached only needed.

Addition of inundation and treatment studies sufficient to be part of the lease.

Yes if trigger points are clearly defined and do not leave any room for interpretation.

Trigger points to be clarified.

Provided that extreme conditions prevail.

Depending on the trigger points and the extent to which the detail is included in the leases.

No trigger points at all instead have a clause to remove all risks from the City.

We have lived the last three years stressing about what will happen to our leases. We want to live peacefully for the term of the lease, being 21 years without worrying about trigger points.

Should any of the above come into effect then the leases can be looked at again.

# 5. Leaseholders be required to provide evidence on an XX (e.g.12 month?) basis from a licenced plumber that the septic system is in a functional state and good working order.

Can live with	39
Cannot live with	3
Neutral	6



### **Comments/Concerns**

Sound.

Details?

24 months should be adequate.

Triennial inspections with remediation before the next inspection to ensure that groundwater conditions locally are improved.

Agree but every two years.

Every second year is better for any budget.

What plumbers would be contracted to do this and if they fail completely I would have to put in a new leach drain?

What about the leaseholders who do not surrender their current lease? What will their obligations be?

Yes, I would support 2 years.

At resident's expense?

Prefer 3 yearly testing.

Yes either tri or bi annual minimum and be publically detailed as to how evidence is required. Every property needs independent assessment.

I'm happy with tri-annual inspections.

Tri-annual.

Happy with tri-annual.

Needs to be 2 years.

If system is working, why is this necessary?

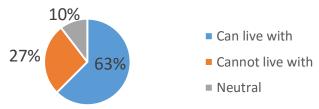
This is okay but given the current requirements, it may make the new lease untenable. Likewise, it may mitigate the viability of any leasehold.

Agreed, should be every three years.

Tri-annual would be an acceptable inspections timeframe.

# 6. No commercial uses are permitted on the leased land without the consent of the Minister and City.

Can live with	30
Cannot live with	13
Neutral	5



### **Comments/Concerns**

Go with lifestyle at the Point.

Perhaps don't include a specific clause to limit or restrict/ban the activity.

Small business that does not cause noise or affect neighbours should be allowed. There are many businesses that could be run from home to supplement income.

There are many unobtrusive and non-invasive businesses, which could operate without any disturbance to neighbours or the wider community.

I am fine with this.

Would existing businesses be able to continue i.e. holiday accommodation?

Makes sense.

Leaseholders should be allowed to sublet, possibility if leaseholder needs to relocate and cannot sell the property would be worthless and worthless as an asset.

Do not have concern either way.

Not to include rentals.

Yes, excluding rental or holiday accommodation. Consent to City only not Minister.

Need to lease property.

Yes, however as it is a lovely place where locals come for a look around on the weekend it would be nice to have a café bar.

No shops or cafés, should allow holiday and short-term accommodation.

We have had and continue to have a short stay holiday accommodation chalet (through the Geraldton Visitor Centre) with approval form the City to do so plus fee initially.

# 7. Only owner-occupier (all) aged pensioners be provided a discount on lease fees. \*eliminates inequity.

Can live with	42
Cannot live with	2
Neutral	4



### **Comments/Concerns**

Disability pensioners should also be provided the discount to reflect the higher costs of living that disabled pensioners already incur.

All seniors as not all owners are eligible for pension.

Does this include disability pensions and is the Valuer General going to review the price of the lease before the new lease is drawn?

Yes, include any pension cardholder and ideally a 50% rebate.

Would love a discount. Resident owners though not subletting.

All pensioners to get discount.

All pensioners not just aged pensioners.

I'm not there yet but hope to.

For pensioners and healthcare and disability.

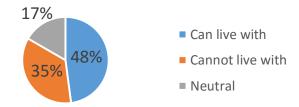
And disability.

Doesn't affect me yet but one day will. Discount for pensioner/health/disability to be considered please, not just pensioner.

Also should include disabled owner/occupier who can't work. All pensioners should get discount.

# 8. A demolition and rehabilitation levy to be applied to all leaseholders of approximately \$500 per annum.

Can live with	23
Cannot live with	17
Neutral	8



### **Comments/Concerns**

Details?

Why pay a levy if we are supposedly going to be under water?

Consider a discount of \$250 annually for pensioners.

Suggest maybe \$250 one off payment every 12 months.

A budget consideration \$300.

Could only afford \$250.

We have contributed lease fees for many years already with none of these fees being reinvested back into Point Moore.

Yes, it's a fair proposal.

Is currently part of my lease and I would adhere to that.

Amount to be negotiated.

\$250 per annum.

Would prefer \$250 per annum. Paying \$1500 in rates and \$1500 in lease fees. I may struggle to pay much more.

A capped final amount. This is too high, would accept \$250 on the premise to only be accepted for use on Point Moore.

\$250 or there about.

\$250.00

I would agree with \$250.

It should come out of the lease fee currently at \$3900 on top of the \$1650 rate.

Depends on how this would be incorporated as an extra or included and administered by Council.

Too much money for pensioners to pay unless it was maybe halved per annum.

Too high for pensioners.

Agreed only if lease fees are based on new evaluation and calculated as last time.

Not CPI adjusted.

Cost should be with the leaseholder at the time required.

Have annual \$250 rehab fee from leaseholders towards demolition process at end of leases, whenever that may be 2039 or 2045.

Maximum of \$500 per annum.

### 9. Leases to be extinguished upon the death of the leaseholders.

Can live with	0
Cannot live with	45
Neutral	3



### **Comments/Concerns**

Not commercially, ethically viable.

The lease should be able to be part of leaseholder's estate. Partners? Children?

This would restrict the ability of a future Council to agree to another new 21-year lease prior to 2039 if, there is proven sustainability of the area.

Allow leases to be passed on to family members or next of kin please.

Lease to be passed onto next of kin.

Unfair. Can a date - say 10 years from a new lease agreement being signed by all.

All in for the duration. Friendliest, tidiest, safest place in Geraldton to live.

Doesn't give your family land and money when you die and it is a hard enough time for any family to deal with especially having to demolish the beach cottage. In 2038, I am sure the price would be quite high to demolish.

Is this legal?

No, should be able to sell or gift properties - the new owners will be aware the lease will expire in 2039.

Would like to allow family to get something.

Must have the lease to be part of the deceased estate.

No way.

Provides no option for leaseholder to pass on the asset to their children.

Would like to be able to leave to my family.

If I pass away, I would like my daughter to have it.

When I pass away, I would like to leave what is left of my lease to be handed onto my son.

No this is an asset to pass on or sell.

No as I would not have a home to leave to my family.

This is an inheritance to my children.

My home is my family's home. This is a very upsetting proposal.

Where do my children live?

Should be passed on to partner or family only, son or daughter.

Needs to be part of leaseholder estate.

Does this mean that leaseholders won't be able to sell their cottage?

We paid \$200,000 for our lease and house in 2007 it is part of our estate we should be able to leave to our kids.

Assets should be included and the lease is an asset. You may have a large number of empty houses, which would be problematic. Likewise, children may wish to continue to live in the property and should have the right to do so.

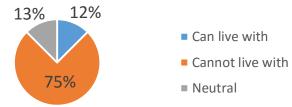
Strongly disagree should be passed on as normal to family etc... via will as per any other property.

Why, all leaseholders have already lost over \$100,000 over the last three years with no more leases at Point Moore and you want to take what little is left. For many this is all people have.

Leaseholder to have the right to transfer to family only.

# 10. Lease not to be sublet, transferred, or assigned. (existing clause) \*Leases not provided for investment purposes.

Can live with	6
Cannot live with	36
Neutral	6



### **Comments/Concerns**

Not commercially, ethically viable.

### Why not?

I disagree but must be regularly controlled. One black mark and out they go.

Lease not provided for investment but should be allowed to sublet re. Circumstances.

I would like to be able to have the option to sell in the future if required and this says I cannot sell. In this industrial climate, there may be a necessity to leave Geraldton/West End to find work. Sublet to be approved in new lease. Agree that leases not be provided to investors.

Owners who rent sometimes have to maintain high standards of maintenance. Makes financial sense to rent the most expensive property you own.

Definitely not. Should be allowed to sell, rent, etc... though obviously no lease rebate for pensioners who are not residents.

Provides affordable housing.

### No way.

Lease should be able to be transferred on sale of property; this would give leaseholders value in their homes.

Would like to be able to sell if the case arose.

No, the property should be able to be used by leasee as they see fit.

No, What happens if work is elsewhere? As we own the home, we should be able to rent out.

To children or partner.

Need to be able to sell property. Need to have clause enabling this to happen i.e. within 5/8 years.

We should have the right to manage a property that we have paid good money for so we need an option to sell.

### A lot of houses are rentals.

This is a possible catalyst for significant social problems should a large number of the lease become vacant. An inclusion of some clauses permitting transfer within a given window should be considered.

Strongly disagree, should be able to rent. We have 2 leases, one has been used for short-term accommodation under permit issued by the City, and this is owned and operated by our Self-Managed Superannuation Fund and part of our retirement portfolio. What happens to our retirement funds?

This provides affordable living for many.

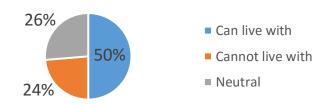
Leaseholders can sublet to family at mini rent - for young people to get ahead and save for own property.

I think we should be allowed to rent out our properties, as one can with any property, if new leases are signed.

With regard to lease conditions at the current economy of Geraldton, some leaseholders are forced to take up employment in other cities. I feel that on circumstances like that leaseholders should be able to rent out property if they still have a mortgage. If they do not have a mortgage, they would not need to rent.

### 11. Lease fees subject to CPI increases. (existing clause)

Can live with	19
Cannot live with	9
Neutral	10



### **Comments/Concerns**

There should be consideration of a flat lease fee across the 21 years with Council rates not reflecting any increases in value.

Flat rate.

Should be a flat rate lease fee.

No CPI, flat rate.

Reasonable rate please.

No if it's not fit to sublet it. Should not have any CPI increase on the blocks, that's not right.

Of course, CPI should apply.

What about decreasing when CPI is low like now?

Should be revalued as they have devalued considerably.

A flat annual fee without the encumbrance of an incremental CPI increase.

Flat rate.

Flat fee without the encumbrance of incremental CPI.

An annual fee - flat rate - without encumbrance.

Not in the way it is being implemented at present.

Only if revalued at current market value and lease fee calculated on 50% of value as previously otherwise would only accept reduced flat rate reflecting revised valuations.

Not at the current cost at it is prohibitive. If the new lease (under the new valuation) is more equitable to the property's value.

Flat based leases.

A flat annual lease fee without the encumbrance of a double dip CPI increase.

# 12. To ensure compliance with all lease conditions leaseholders will be required to provide a biannual return certificate of residency.

Can live with	20
Cannot live with	20
Neutral	8



### **Comments/Concerns**

What is a bi-annual return certificate of residency?

How do we do this?

Yes, in all honesty.

If circumstances do not change due to economy.

With question 10 conditions of lease not to be sublet, transferred, or assigned.

We travel overseas to work.

Yes, I am fine with that.

Fair enough.

Are you kidding?

No not required, the lease is the binding document and this is all that is required as a matter of principle.

No, that's what a lease agreement is for.

Lease agreement is sufficient.

Biannual.

No, absolutely not. This directly affects our right to freedom. Not acceptable.

How would this look and what would be the cost involved? Who would administer the certificate? What are the legal processes should they not be done?

Hope this guestion meant that we have to state that we still live in our leased home.

Would suggest it to be tri-annual.

Can we be left to live stress free? So many residents particularly elderly have experienced medical conditions (stress, anxiety) over the last three years.

### Possible New Lease Process

The final presentation of the workshop was on a possible new lease process. The process would ensure uniformity of lease conditions and expiry dates:

- a) Leaseholders may be required to surrender their current lease within a XX (e.g.12) month period and enter a new lease agreement.
- b) Should a leaseholder fail to surrender their lease within this timeframe, lease extensions may not be provided beyond their existing lease term.

This process would provide leaseholders with time to seek advice regarding the new lease and determine whether they would accept the new terms and conditions and sign a new lease. Should leaseholders find the new terms and conditions unacceptable, they would not have to surrender their existing lease and can continue to reside at Point Moore until their current lease expires.

During the deliberation and feedback at the end of the workshop, participants were asked to inform the City whether they could or could not live with possible new lease process and to explain why. At the end of the session, 38 of the 52 participants provided the following feedback on the possible new lease process.

# a) Leaseholders may be required to surrender their current lease within a 12-month period and enter a new lease agreement.

Can live with	29
Cannot live with	4
Neutral	5



# b) Should a leaseholder fail to surrender their lease within this timeframe, lease extensions may not be provided beyond the existing term.

Can live with	16
Cannot live with	11
Neutral	11



### **Comments/Concerns**

Why does the City always renew leases before the time of lease renewals? When my lease was due in 2007, the Council started to renew leases in 2003-04.

Only if new lease is fair and equitable, considering everybody's needs and provides a fair outcome for all.

Only if I have the option to sell my lease property.

I cannot accept this, as I do not know the definite terms of a new lease. This question is not clear and cannot be answered.

I definitely cannot live with it. I cannot live with the fact that I am going to lose my home eventually.

If I choose not to renew my lease and sell, can the new purchaser get the lease until 2039?

Seems like a strategy to drive people out.

This is dependent upon the conditions of the lease. If they are tenable then yes.

In 2002, I came to Geraldton and my family and I would be forced to leave town homeless. This is our home and community. We love Point Moore and implore the City to renew our lease and let us live out our time here. Thank you to the Mayor and City Council.

I have been at Point Moore since 2002 and do not wish to live anywhere else. Nowhere else to go. This would mean my family has to leave Geraldton. A 21-year lease to 2039 with possible future 21 years extension. I support Council and Mayor to renew leases. I concur with suggestion proposed by FOPM Inc. and Paul Brown as a working group. Please, please, please remove undue stress and allow community to grow.

More information on how much more the new lease will continue first. Given there was no choice at last lease. Situation change, need to be open to adaptions. Councils change.

Lived in Point Moore for 15 years, it is the only place I would choose to live in Geraldton. Please allow us to keep our home that we love and settle all anxiety and stress this is causing.

My parents left me this home and I have nowhere else to go - not financial. All I have of my parents and memories are in my home.

I just want to be able to live in my house in the suburb that I love. My little piece of Australia. I can't afford to live anywhere else.

I can live with this process option as long as there are no trigger points.

How do you expect someone to answer a question like this that does not give and details of conditions.

A 12-month period to consider new lease agreement is excellent options, allowing residents ample time to look into all angles of a new lease.

The Council will end up with a patchwork of cottages when people can/will agree to a new lease.

This is not acceptable at all. We should not under any circumstances be forced to surrender our current lease.

May not. Same as 2008.

Many residents have spent lots of money on upgrading their properties. Point Moore is a tidy and colourful community and safe unique in every way.

Offer new leases with some conditions.

The former CEO released to the papers that the lease wouldn't be renewed, which put all properties value down by 2/3.

### **Question and Answer Session**

The presentations were followed by a question and answer session, where participants discussed what they had heard at their tables and wrote down questions on provided index cards. These cards were collected, themed and answers were then provided by the Mayor and members of the Executive Management Team. In total, 130 questions were submitted, both during the workshop and in the following days. All questions were collated, themed and responded to in writing. (See page 18 APPENDIX 1 - Questions and Responses)

### Deliberation and Feedback Session

The final session of the workshop enabled participants to discuss what they had heard during the questions and answer session and to fill out feedback forms the table facilitators provided.

### **Workshop Conclusion**

The workshop concluded with an explanation of next steps, which included the City collating workshop participant feedback into a report and providing written responses to collated and themed questions. This report will be forwarded to all Point Moore Leaseholders and will also be submitted to Council to make a new lease determination at the 26 September 2017 Ordinary Meeting of Council.

### **APPENDICES**

### **APPENDIX 1- 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 <a href="https://www.cgg.wa.gov.au/your-council/having-your-say/having-your-say/point-moore-community.aspx">https://www.cgg.wa.gov.au/your-council/having-your-say/having-your-say/point-moore-community.aspx</a> 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 interstate 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 10m2. 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 of 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.

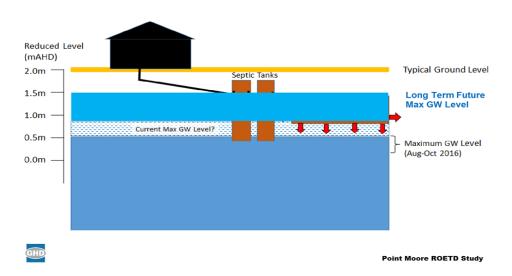
https://www.cgg.wa.gov.au/Profiles/cgg/Assets/ClientData/Document-Centre/Point Moore ROETD Study Appendices.pdf

### 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 septics 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 septics 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 overrider state legislative requirements.

# 49. Will there be a waiver in the new lease regarding 'non-conforming' septics, 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 tenure?

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. <a href="https://www.cgg.wa.gov.au/live/my-environment/coastal-adaptation-planning/coastal-erosion-and-inundation/point-moore-inundation-coastal-processes-study.aspx">https://www.cgg.wa.gov.au/live/my-environment/coastal-adaptation-planning/coastal-erosion-and-inundation/point-moore-inundation-coastal-processes-study.aspx</a>

### 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 12,500m3 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 m3 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 Point 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 <a href="https://www.cgg.wa.gov.au/live/my-environment/coastal-adaptation-planning/coastal-erosion-and-inundation.aspx">https://www.cgg.wa.gov.au/live/my-environment/coastal-adaptation-planning/coastal-erosion-and-inundation.aspx</a>

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

### 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 <a href="https://www.cgg.wa.gov.au/live/my-environment/coastal-adaptation-planning/coastal-erosion-and-inundation.aspx">https://www.cgg.wa.gov.au/live/my-environment/coastal-adaptation-planning/coastal-erosion-and-inundation.aspx</a>

# 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 <a href="https://www.cgg.wa.gov.au/live/my-environment/coastal-adaptation-planning/coastal-erosion-and-inundation.aspx">https://www.cgg.wa.gov.au/live/my-environment/coastal-adaptation-planning/coastal-erosion-and-inundation.aspx</a>
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 <a href="https://www.cgg.wa.gov.au/live/my-environment/coastal-adaptation-planning/coastal-erosion-and-inundation.aspx">https://www.cgg.wa.gov.au/live/my-environment/coastal-adaptation-planning/coastal-erosion-and-inundation.aspx</a>

### 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 form 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, 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 been 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

### APPENDIX 2 – Workshop Presentation



# Point Moore Discussion Paper Community Workshop







### History

- Point Moore lease hold area created in mid 1960s because of the State's development of the Port.
- Reserve 25495 vested by way of a management order to the Town of Geraldton on 7 December 1966 for the purpose of:

'Recreation and Leasing of Cottages'

- Originally permitted to stay maximum of 3 months in any twelve month period ("K" Clause)
- · "K" Clause removed in 1989.
- Leases currently expiry in two groups 2025 and 2028.
- Currently no provision for new leases.

\*The City only manages the land on behalf of the State Government. All decisions regarding infrastructure and development must be approved by the State.





# Agenda

- · History, background & actions to date
- · Issues facing Point Moore
- Possible options, lease conditions, and new lease process
- Q&A session
- · Feedback session
- Next steps

\* Please write questions on index cards (1 per card). Questions will be collected and themed for Q&A session.





# Background

State Government said not to renew Point Moore leases due to risk of inundation.

Therefore in 2014 Council resolved not to renew leases until studies were undertaken with respect to the following risks:

- Coastal inundation and erosion
- Impacts of aged septic systems on public health and

the environment







### Actions to Date

Since receiving both reports the City has contacted various former State Government Departments, Local Government Insurers and obtained legal advice regarding the risks associated with:

- · Coastal inundation and erosion
- · Public health and environmental impacts
- · Waste water/sewage system options, cost and funding
- Cost of water supply replacement (reached end of life) and funding

\*State Government responses and advice received will be considered by Council when making a new lease determination at the 26 September 2017 Council meeting.

\*Government written responses available on your table and on the City website.



## Workshop Objective

To gather feedback from Point Moore leaseholders and residents on:

- the issues the City is facing; and
- the options or conditions on what could constitute a new lease.

<sup>\*</sup> Note: Workshop results will be submitted to Council to inform their decision making regarding new leases at the 26 September 2017 Ordinary Meeting of Council.





# Council's Options

- 1. Do nothing and lease expires as is.
- 2. Offer a new lease subject to State paying circa \$40M for new infrastructure.
- 3. Sign a new 21 year lease.





# Issues Facing Point Moore

# Coastal Inundation and Erosion

Michael Dufour
Acting Manager Engineering Services

\* Please write questions on index cards (1 per card). Questions will be collected and themed for Q&A session.

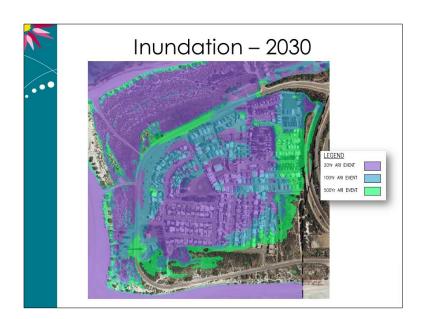


### Coastal Inundation & Erosion

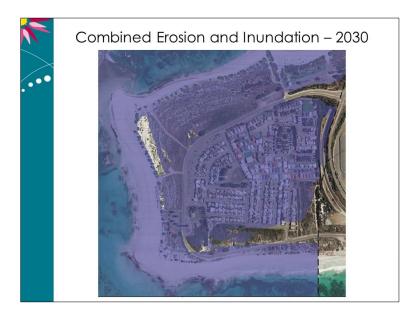
January 2016 - MP Rogers Report Findings:

- 1. Point Moore is at risk from inundation.
- 2. Potentially at risk from coastal erosion after 2030.
- 3. Sea level rise may impact the groundwater level at Point Moore leading to inundation through upwelling.
- 4. State Government guidelines would prohibit new development in the Point Moore area due to inundation and erosion risk.











# Issues Facing Point Moore

# Effluent Treatment and Disposal

Phil Melling
Director Development & Community Services

\* Please write questions on index cards (1 per card).

Questions will be collected and themed for Q&A session.





### Effluent Treatment & Disposal cont...

- A number of septic systems in Point Moore are in poor condition and require remediation.
- Onsite systems cannot comply with current standards due to lot size, vertical separation distances, setbacks and groundwater level.
- If residential properties are to remain at Point Moore for the long term, reticulated waste water system will need to be installed. Which can be expensive and problematic to install within the area.



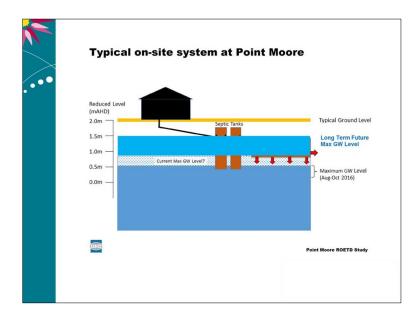


# Effluent Treatment & Disposal

November 2016 GHD Report Findings:

- 1. The groundwater at Point Moore is contaminated by faecal matter.
- There is a potential health risk associated with direct contact with groundwater when undertaking land based subsurface activities.
- Local sea level rise will impact on the effectiveness and compliance of residential onsite septic systems.





### Possible Lease Options

- 1. Don't offer new leases.
- 2. Offer new leases provided:

Coastal protection works and essential waste/water infrastructure is funded by the State and/or leasesholders:

- · Coastal Protection works: \$20M-\$30M
- Waste/Water works: \$8.25M-\$14.25M
- 3. Offer new leases with conditions.



### The State Government Pays

State Government response to coastal erosion and inundation risk:

- Former Department of Planning Sufficient evidence not to renew the leases.
- Former Minister for Planning Sufficient evidence not to renew the leases.
- Former Department of Lands Increasing risk. Further discussions required on long term planning use post expiry of the leases.
- Former Minister for Lands Adaptation measures be put in place including non-renewal of leases.

\* Currently seeking comment from the new Minister for Dept. of Planning Lands & Heritage

\*Government responses available on your table and on the City website.



### So Who Pays?

Possible Infrastructure Funding Options

- 1. The State Government
- 2. The City
- 3. The leaseholders





### The State Government Pays cont...

State Government response to the environmental health risk:

- 1. Build a wastewater reticulation network.
  - Estimated cost: \$6M to \$10M
  - + \$250,000 contribution to WaterCorp
  - + \$1M \$2M to reinstate bitumen roads
- 2. Replace water reticulation network.

  Current water supply system is at the end of its useful life and will need to be replaced when it fails or if disturbed while installing wastewater reticulation.
  - Estimated cost: \$1M to \$2M

\*WaterCorp said it will not fund these works.

\*Watercorp said it will not maintain and operate these utilities.

### The City's Financial Position

The City's 10 Year Long-Term Financial Plan and related forward capital expenditure projections currently makes no provision for any Point Moore infrastructure works.



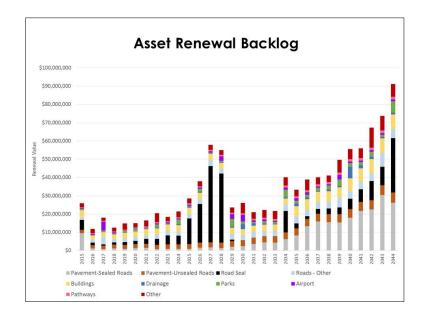
# The City's Financial Position cont...

The City doesn't have \$29M - \$45M to fund the preliminary infrastructure works.

Options:

- Increase rates 6% to 8.5% in addition to the annual Long Term Financial Plan increase of 3.5% per annum.
- Borrow money debt financing reduces City's capacity to borrow for other priority works in the future.





### The City's Financial Position cont...

Construction of reticulated wastewater system and replacement of aged water system does not protect the new infrastructure from coastal erosion or inundation.

You cannot build this infrastructure without protecting it.

New waste/water infrastructure would have to be maintained and operated by the City further increasing costs.

\* Beresford Foreshore Protection and Enhancement Works are <u>State</u> Government funded. City's investment is \$1.8 million for amenities only.



### Overall cost per Leasehold

	Low range	Mid range	High range
Waste/water Infrastructure only	\$70,200	\$96,600	\$123,000
Combined coastal protection & waster/water Infrastructure	\$302,800	\$373,400	\$433,000

### Cost per Leasehold per annum

	Low range	Mid range	High range
Waste/water Infrastructure only	\$3,510	\$4,830	\$6,150
Combined coastal protection & waster/water Infrastructure	\$15,140	\$18,670	\$21,650

<sup>\*</sup>Figures based on the premise that waste/water infrastructure will be gifted to Watercorp to operate and maintain.

### Possible New Lease Conditions cont...

- Leaseholders be required to provide evidence on a XX (e.g. 12 month) basis from a licenced plumber that the septic system is in a functional state and good working order.
- 6. No commercial uses are permitted on the leased land without the consent of the Minister and City.
- 7. Only owner-occupier (all) aged pensioners be provided a discount on lease fees. \*eliminates inequity
- 8. A demolition and rehabilitation levy to be applied to all leaseholders of approx. \$500/annum.
- Leases to be extinguished upon the death of the leaseholders.
  - \*Acknowledges social responsibility (affordable housing).
  - \*Reduces social impact and expectation of lease renewal.





- Provide a new lease up to 21 years to 2038 (management order maximum allowable term) and specifically state no lease renewal will be provided.
- Reference to the <u>Coastal Inundation and Erosion</u> <u>Study</u> be included in the agreement and the report be provided as an annexure.
- Reference to the <u>Residential Onsite Treatment and</u> <u>Disposal Study</u> be included in the agreement and the report be provided as an annexure.
- <u>Trigger points</u> be included in the lease with respect to sea level rise, erosion, public health, wastewater, and water supply, which would require leases to be mandatorily extinguished should those trigger points be realised.



### Possible New Lease Conditions cont...

- Lease not to be sublet, transferred, or assigned (existing clause).
  - \*Benefit those who genuinely want to live at Point Moore
- 11. Lease fees subject to CPI increases (existing clause)
- 12.To ensure compliance with all lease conditions leaseholders will be required to provide a bi-annual return certificate of residency.

\*This list is not comprehensive. Other conditions may arise from legal advice, insurers advice, etc...

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<sup>\*</sup>Based on a 20 year scenario



# Why Trigger Points?

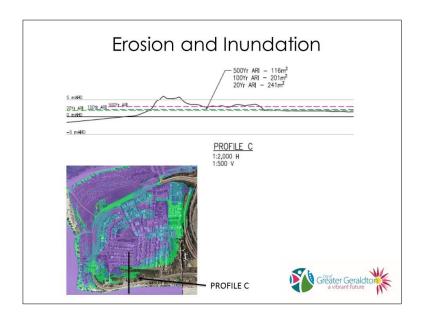
### Leaseholders/potential buyers clearly understand:

- When <u>the risk to life</u> becomes too great for continued habitation.
- When the <u>risk to private and community owned property</u> becomes too great for continued habitation.
- When the <u>risk to environment and public health</u> becomes too great for continued habitation.
- The serious cost implications a catastrophic event would have on residents and the City.

### Enables the City/Council to:

- · Better manage its risk profile.
- · Consider lease extensions.

\*Without triggers, leaseholders are expecting Council to carry all the risk.



### What could the triggers look like?

**Erosion:** Undermines Marine Terrace. (see next slides) **Sea Level Rise:** 

- · Water table rises to within XXcm of land surface.
- Point Moore inundates more than XX times per year.

### **Public Health:**

- Level of faecal contamination in ground water reaches CFU/100 mL.
- As defined by the Health Act 1911 (Miscellaneous Provisions) an immediate risk to health is deemed due to insanitary conditions from failing septic systems.

Waste Water: Onsite septic system failure.

Water Supply: System failure.

Trigger points may not even come into effect.

\* You will not want to live here if these triggers eventuate.





### Erosion of Whitehill Road - Drummond Cove





### Possible New Lease Process

To ensure uniformity of lease conditions and expiry dates:

- Lease holders <u>may</u> be required to surrender their current lease within a XX (e.g.12) month period and enter a new lease agreement.
- Should a leaseholder fail to surrender their lease within this timeframe, lease extensions <u>may</u> not be provided beyond the existing term.







Janell Kopplhuber Community Engagement

\* Please write questions on index cards (1 per card). Questions will be collected, themed and answered.

20 minutes



# Providing your Feedback

Janell Kopplhuber Community Engagement



### Next Steps...

- Workshop results and written responses to your questions will be sent to you by 31 July 2017.
- Discussion Paper Public Comment period closes 7 August 2017 at 5pm.
- Workshop results, various group Position Statements and all written submissions will be included in Council agenda item regarding lease renewals.
- Council to make a lease renwal determination at the 26 September Ordinary Council Meeting.





# At your tables...

Take a few moments to consider what you have heard in the presentation and Q&A session.

On the feedback sheets provided:

- Tell us your comments or concerns about the lease options(e.g., no new lease, new lease with conditions, etc...)

\*Table consensus is not being sought, rather your personal preferences and concerns.

30 minutes



# Thank You

