

**City of Greater Geraldton – Point Moore Discussion Paper
Schedule of Submissions**

Number & Date	Submitter	Nature of Submission	Comment	Recommendation
1 (20-06-2017)	Ian Blayney MLA Shop 2, 5 Chapman Road Geraldton WA 6530 (non-leaseholder)	I am writing in relation to extension/renewal of the Point Moore leases. Discussion held with residents of Point Moore and wish to support their expressed interest in having their leases renewed or extended to 2045, if this is possible. This end date on these leases will bring them into line with the end date of leases at Belair Caravan Park. I hope this matter is able to be resolved to everyone's satisfaction.	Acknowledgement of submission. Maximum term of lease is a further 21 years only that will bring to year 2038 if leases surrendered. Belair Gardens Caravan Park is a commercial lease expiring March 2045, has own sewer system and has long term tenants under the lease in line with the Residential Parks (Long-Stay Tenants) Act 2006 that they administer.	Note the submission
2 (1/07/2017)	Private Submission – Leaseholder x 2	Lived at the above address since 2006. Still have a mortgage at this property and are in their late 50s. Purchased home due to the location in our later life. Point Moore can be a vibrant place for tourism. Do not want or can afford to move. Seek Council to extend lease and are willing to sign any document (lease) excluding City and Council of any delegations (liability) to us or our wellbeing.	Acknowledgement of submission.	Note the submission
3 (4/07/2017)	Private Submission - Leaseholder x 1	Supports proposal to extend the leases to 2037 as this should allow for an increase in property values and residents who wish to leave will be better placed to do so. With respect to sewage, favours inspections every two years by a City appointed plumber paid for by the lessee. If a sewage system is inadequate, the lessee would then have two years (before the next inspection) to fix problems. Failure to do so means termination of lease. Would like a reduction in the annual Lease Fee so it reflects the current property values but supports a demolition fee (to be placed in a trust) so the cost of removal is covered should it come to that. Would also like a lease fee rebate for all pension cardholders and for those who become pensioners. I would like this to be a 50% rebate but understand it may be lower. With regard to inundation, is happy to sign a waiver accepting the risk and have insurance for that anyway.	Acknowledgement of submission	Note the submission
4 (10/07/17)	Private Submission – Leaseholder x 1	Questions the validity of the community meeting, the lack of equity and opportunity for full community representation. Questions the period for decisions to be made and the questionable research and studies	Acknowledgement of submission	Note the submission

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		undertaken by the CGG. Submission contains many statements and opinions. Suggests freeholding would be the best option.		
5 (11/07/17)	Private Submission – Leaseholder x 1	Non-resident. Has mortgage and concerned about no renewal beyond 2028. Does not agree with owner-occupier condition as resides in Perth, circumstances changed due to employment. Does not agree with no subletting, transferring or assigned condition as believes he should be able to sell property as sees fit. Makes comment that the current situation is stressful and effecting health and wellbeing.	Acknowledgement of submission.	Note the submission
6 (13/07/17)	Private Submission – Leaseholder x 1	Love it here in Point Moore. Have been here for 6 years. A pensioner and not receiving the pensioner discount. It would help a lot on the budget if that could be arranged.	Acknowledgement of submission.	Note the submission
7 (14/07/17)	Private Submission – Leaseholder x 1	Lived Belair Gardens Caravan Park for 7 years, prior to buying own lease cottage at Point Moore where lived for past 22 years. Best place to live, quiet place for seniors. Hoping for extension and agrees with all options suggested in the draft paper submitted to the City.	Acknowledgement of submission.	Note the submission
8 (19/07/17)	Private Submission – Leaseholder x 2	Suggests there are businesses that could be operated from a beach cottage that are non-invasive. Also makes comment that in the current economic climate there may be a necessity to temporarily relocate from residence to find work, thus rent out beach cottage. Lived overseas for 56 years, live currently in Point Moore, considers that Point Moore is the safest, cleanest, neighbourly community, and seeks new lease for another generation thus preserving the cultural heritage.	Acknowledgement of submission.	Note the submission
9 (16/07/17)	Private Submission – Leaseholder x 2	Live in South Australia. Purchased cottage to retire to in a few years. Property rented to help pay mortgage and expenses. Does not seem right that we cannot sublet until such time we move across and move in.	Acknowledgement of submission.	Note the submission
10	Private Submission – Leaseholder x 2	Retired to Point Moore in April 2017. Noted the works being done along Chapman Road for erosion. The	Acknowledgement of submission.	Note the submission

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		community are stressed and are praying that their leases are extended. Has asked if the CGG got housing available for the people when their leases expire. Understands the sewerage and water level problems but surely there is a solution without removing us from their homes – we are pensioners.		
11 (21/07/17)	Private Submission – Leaseholder x 1	If known leases would not be extended past 2028 would not have purchased in 2009. At ages of 80/81 respectively will find another place difficult to live. A 50% discount on new leases, if passed would be appreciated, seeks new 21 years. Sewerage can be pumped every 3 years that would help and at the same time have the system checked for correct functioning. Would like the option to either sell on pass on to family after their passing. Erosion at Point Moore could be slowed if Council were to bund the entries of Explosives, Pages and Lighthouse entries. Work at greys beach seems to be working but the maintenance is lacking. Fence both ways to help with rehab.	Acknowledgement of submission.	Note the submission
12	Private Submission – Leaseholder x 1	Agree to single universal lease with one flat charge that includes \$250-\$300 rehab fee. Make available 50% discount to all pensioners that have relevant cards. Be able to hand over lease to son when no longer here and be able to sell it when the time comes. Valuer General to assess the lease fee. Not interested in Freehold at all. Unique area lets work together and hang on to some heritage in the CGG.	Acknowledgement of submission.	Note the submission
13	Private Submission – Leaseholder x 1	Option is each homeowner be given some kind of monetary compensation prior to lease expiry and the dwelling disposed of by the Council at its expense. Each resident should be offered a State Government house with pensioners given first preference.	Acknowledgement of submission.	Note the submission
14	Private Submission – Leaseholder x 1	MP Rogers report suggests possibilities of erosion and inundation over different periods – to suggest this is an absolute furphy – Point Moore has never been inundated in the 120 years of Geraldton's existence, this is certainly not a reason to deny lease extensions.	Acknowledgement of submission.	Note the submission

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		Agree to the number of options listed in the Discussion Paper for new lease terms. Flat annual lease fee would depend how much, but do not support demolition fee as leases could go on beyond 20 years, and supports pensioner discount for all. No to freehold.		
15	Private Submission – Leaseholder x 1	Concern as age pensioner in not being able to sell or leave my home to family when the time comes for me to be in care. I am relying on the sale of home to help provide me with care I need without the burden for my children who reside in other parts of the world. Point Moore is unique and good for health and wellbeing.	Acknowledgement of submission.	Note the submission
16 (31/07/17)	Private Submission – Leaseholder x 1	Supports CGG option items as listed on Discussion Paper. The items not supported by FOPM Committee of lease to be extinguished upon death of leaseholder, no sub-letting or transfer and new lease for owner occupier is also endorsed.	Acknowledgement of submission.	Note the submission
17 (28/07/17)	Private Submission – Leaseholder x 1	Is accepting of most of the City's possible lease conditions but some options will require negotiation, such as: 1 – a trigger point breach should not initiate extinguishment of lease but offer a remediation action; 2 – leaseholder should provide a licensed plumbers report on a triennial basis, not annually; 3 – a biannual return certificate is over regulating; 4 – all pensioners including disability should receive lease fee discount if occupant. I do not support lease extinguishment upon death, as this will not allow a family asset upon death to be left to family, further subletting and transfer. Point Moore is a unique, close knit and safe community who require security of a 21-year lease tenure to relieve the stress and uncertainty.	Acknowledgement of submission.	Note the submission
18 (30/07/17)	Private Submission – Leaseholder x 1	Supports FOPM submission to the Discussion Paper. The items not supported by FOPM Committee of lease to be extinguished upon death of leaseholder, no sub-letting or transfer and new lease for owner occupier is also endorsed.	Acknowledgement of submission.	Note the submission

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19 (31/07/17)	Private Submission – Leaseholder x 2	<p>Rising sea levels is a contentious issue. The council has taken the view that sea levels will definitely rise from the consultant's report. The same issues have occurred on the East Coast of Australia. Local councils in NSW particularly were informed about these rises some 20+ years ago. More recently local councils in NSW have reviewed the situation and realised there has been no rise in sea levels over the last 30 years and so have relaxed or reversed their previous policies on rising sea levels. Much of the sea level rising theories are based on a rise in global temperatures.</p> <p>When we bought in 2005, there was no clause about owner-occupiers. Nor was there a clause about the lease being extinguished on death of the owners, nor was there a clause in writing about leaseholders having to pay for sewage upgrades (do tenants renting houses normally pay for sewage upgrades? never), nor was there a clause about a demolition levy. Certainly new leaseholders should be subject to new conditions but radically changing the rules for existing leaseholders is totally unfair and questionably lawful.</p> <p>The issue of bringing in requirements for leaseholders to pay for sewage upgrades is a vexed one. If the leaseholder pays around \$30,000 and then is only able to occupy the property until 2037, will there be some form of compensation when the lease finishes for contributing to the upgrades of the sewage system which ultimately benefits the Dept. of Lands?</p> <p>The demolition levy is another questionable recommendation. Is our area the only one to have this considered? Have other areas had to bear this cost when their leases have finished? At least leaseholders in other areas have been compensated which has never been suggested for the Point Moore area.</p>	Acknowledgement of submission.	Note the submission
20 (01/08/17)	Private Submission – Leaseholder x 1	Efforts by the City to keep Point Moore residents in their homes is appreciated. If the City presses hard with conditions and trigger points there will be	Acknowledgement of submission.	Note the submission

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		considerable rejection. The possible lease conditions revealed through the workshop have made leaseholders suspicious of the City's agenda. What benefit would the City derive from leases being extinguished on the death of leaseholder; they must have the ability to bequeath to their beneficiaries. Transferring and assigning also needs to be made available, a change of ownership in no way change the conditions of the lease or expose the City to further risk.		
21 (01/08/17)	Private Submission – Leaseholder x 2	Purchased home in Point Moore for retirement purposes using cash from life savings. The lease fees will become a bigger issue as we move into pension age and we would be prepared to pay as long as we can live here to old age. We would support a new 20 year lease term with government-financed infrastructure.	Acknowledgement of submission.	Note the submission
22 (27/07/17)	Private Submission – Leaseholder x 1	Full agreement with FOPM submission and cannot sign up to items 14-15-16, however willing to accept all other items 1-13. Hopeful of new lease to 2039.	Acknowledgement of submission.	Note the submission
23 (26/07/17)	Private Submission – Leaseholder x 1	Agree with submission from FOPM and sincerely hope that the leases can be extended to 2039.	Acknowledgement of submission.	Note the submission
24 (28/07/17)	Private Submission – Leaseholder x 1	Agree with the submission put forward by FOPM, but whilst in agreement with the options put up by CGG, I cannot sign up to a new lease that incorporates items 14-15-16.	Acknowledgement of submission.	Note the submission
25 (01/08/17)	Private Submission – Leaseholder x 2	The new lease proposal could form a satisfactory outcome for all stakeholders provided sensible and fair compromises are made on several issues. New leases should not erode any controls or rights set in "old leases". We do not support 14-15-16 on the FOPM submission, however if these items were omitted we would be willing to sign off on a new lease with all the other proposals with no further renewals after 2039. We feel that with compromises, as above from both sides no stakeholder will be unfairly disadvantaged.	Acknowledgement of submission.	Note the submission
26 (01/08/17)	Private Submission – Leaseholder x 1	Agree with the submission of FOPM. I love living at Point Moore and have no reason to leave.	Acknowledgement of submission.	Note the submission

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27 (31/07/17)	Private Submission – Leaseholder x 2	Non-resident leaseholder. The CGG possible lease conditions are totally unacceptable to us the leaseholder. Lease extinguished upon death. Lease not to be sublet; transferred or assigned, this has no impact on the expiry date of the lease. Rates have gone up again this year, but due to the last CEO releasing information to the local press that leases were not being renewed the value of my property has dropped by two thirds and is unsellable due to current Council disputing the current lease. It will not be worth anything if the trigger points and other conditions are put in place in a new lease that you are pushing residences to sign.	Acknowledgement of submission.	Note the submission
28 (28/07/17)	Private Submission – Leaseholder x 2	Lease should be able to rent out as people like us do this for low-income earners. If this is not possible we will probably lose everything as at the time of buying, prices were high, we took out a mortgage, and still have to pay above what rent bring in. After paying for house if we cannot pass onto our children, we do not agree and if we want to sell this will go against us.	Acknowledgement of submission.	Note the submission
29 (24/07/17)	Private Submission – Leaseholder x 1	I leased on the understanding there would be no increase of an outrageous amount in rent. I pay both lease fee and rates, once a person leases a property, the owner pays rates. The Council should refund rates. The Council approved concrete foundations to build, if the Council tells us to move, we cannot lift the house and take it away, we must be compensated market value. Council also approved the use of septic tanks, now we are being told it is a health hazard and our lives are in danger of a major disease, I need to be compensated market value and the flooding that needs to be compensated also. Please pay us out our market value so we can find similar accommodation so we can get on with our lives.	Acknowledgement of submission.	Note the submission
30 (29/07/17)	Private Submission – Leaseholder x 1	Lease since 1982. Feel safe in this community. I am 71 years and live with my mother of 91 years. Worry about future and just want to live our days here in a very peaceful area.	Acknowledgement of submission.	Note the submission

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31 (03/08/17)	Private Submission – Leaseholder x 1	Have lived in Point Moore for 30 years. Like the lifestyle and low crime rate.	Acknowledgement of submission.	Note the submission
32 (06/08/17)	Private Submission – Leaseholder x 1	Leaseholder at Point Moore for 30 years. Supportive of universal lease for 21 years but concerned with some of the conditions. Trigger points should not mean lease extinguishment. The licensed plumbers should be every 3 years not every year. All classes of pensioners should receive discount. Do not accept leases termination on death, non-transferable or sublet. Cannot see what advantage this is to the City. Looking forward to an open an accountable process with me continuing to live at Point Moore until I die.	Acknowledgement of submission.	Note the submission
33 (01/08/17)	Private Submission – Leaseholder x 1	<p>Whilst I would like a new 21 Year lease I have problems with the following aspects.</p> <p>I think it is verging on the immoral to suggest that a lease can be terminated upon my death with perhaps 10 years or more to go. I have a large family of 8 children, 34 Grandchildren and 21 Great grandchildren most of whom have at some time or the other spent time in Point Moore.</p> <p>I cannot believe that you would suggest I would willingly sign a lease that would not allow me to sell or assign my lease. I spent hard-earned cash on purchasing the house and lease, and still consider it an asset. If I had purchased a lemon of a car, which was causing the manufacture's grief, and me there is no way they could stop me selling it to someone else just to stop the problem.</p> <p>That you would stop people, renting out their cottages beggars belief. Like most places, I am sure that Geraldton has a housing shortage, offering a low rental property like Point Moore, in a sound and secure community is I am sure a godsend to low income people.</p> <p>Why would you want to pre-empt any succeeding council, or government - whoever has the power over the lessees in 2039, not to be able to renew the</p>	Acknowledgement of submission.	Note the submission

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		<p>leases, this is in relation to the non-renewable clause.</p> <p>I can understand the trigger points; obviously, if the cottages became untenable because the water level remained at the 500-year inundation level, no one could live there. Likewise, if the health problem became so bad due to sewage escaping, no one would wish to live there. Rather than trigger points mean automatic lease cancellation I would expect to see remedies proposed.</p> <p>The demolition levy: I have no problem with a clean-up levy, held in a separate trust account, however I can see no reason for a demolition levy. Let us assume it's now 2039 and the sky hasn't fallen in, and that all the cottages are still standing and in good repair. Why would you suddenly say everyone out - we are going to bulldoze the whole area; apart from homelessness what else would it achieve?</p>		
34 (07/08/17)	Private Submission – Leaseholder x 1	Resided in Point Moore for past 17 years. It is freedom here something that you Councillors have no idea of. I am deceased now (sic) but I will help look after the point just like others that have passed away from here.	Acknowledgement of submission.	Note the submission
35 (29/07/17)	Private Submission – Leaseholder x 1	Moved into Point Moore with elderly parents in May 1996 as a carer for them. They have since past. I am on a disability pension, my parents left this home to me, and it is all I have left of them and the memories. Please grant a new 21-year lease and I am happy to surrender current lease with the new one to include the coastal and inundation reports. Happy to pay \$250 demolition levy but will be a struggle. I do not support extinguishment of lease upon my death, as this is part of my will to other family members. This is important to me to honour my parents. Happy for septic to be renewed every 3 years.	Acknowledgement of submission.	Note the submission
36 (07/08/17)	Private Submission – Leaseholder x 1	Point Moore is mainly based on retired people. Point Moore is safe, you feel safe and you do not get that anywhere else especially in Geraldton. We all keep an eye on everyone and help each other. One day you	Acknowledgement of submission.	Note the submission

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		will be old and you will remember what you helped to do to these old people, it is an oldies village.		
37 (07/08/17)	Private Submission – Leaseholder x 1	Lived at Point Moore for 35 years and wish to stay here. I don't agree with the following points: Trigger Points, a biennial compliance certificate, extinguishing the lease if I die, not being able to sublet, assign or transfer. I do support a licensed plumber report on a triennial basis choosing my plumber. I do support all classes of pensioners receiving a discount if they are leaseholder occupants.	Acknowledgement of submission.	Note the submission
38 (30/07/17)	Friends of Point Moore Inc	<p>The Friends of Point Moore Incorporated (FoPMI) welcomes the opportunity to provide the City with our submission to the lease extension process for the Point Moore reserve. We also acknowledge the open and transparent way the City has consulted with all the stakeholders at Point Moore, and trust this disposition will continue to an amicable conclusion for all involved.</p> <p>The Friends of Point Moore Inc. currently has 114 financial members. We have provided information and advice to our members and non-member leaseholders through electronic and print media.</p> <p>At a recently convened meeting, open to all Point Moore leaseholders, we were charged with providing a submission that reflects the views of the majority of leaseholders who have participated in the consultation process. There will always be individuals whose circumstances mean they may have a differing opinion and they will provide those opinions in a personal submission.</p> <p>During the consultation process there has been unanimous support for a new, universal, 21-year lease that requires the surrender of current leases. Equally unanimous was the view that any new lease should not contain a provision preventing further extensions. The current leaseholders believe that decision should</p>	Acknowledgement of submission.	Note the submission

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		<p>rest with the managers of the reserve at the time of the proposed lease expiry of 2039.</p> <p>Most of the City’s “possible lease conditions” are acceptable to the current leaseholders. Some however will require negotiation. FoPMI’s position is:</p> <ol style="list-style-type: none"> 1. A trigger point lease breach should initiate a remediation action – not extinguishment. 2. A licensed plumber’s report to be provided on a triennial basis. 3. A bi-annual return certificate is over regulating. The terms of the lease will require compliance, and self-reporting will not provide the City with any increased surety. 4. All classes of pensioners should receive the lease discount if they are leaseholder occupants. <p>The following “possible lease conditions” are totally unacceptable to the current leaseholders:</p> <ol style="list-style-type: none"> 1. Lease extinguishment upon death of the leaseholder. This provision will do nothing but prevent the uptake of new leases and portray the City as the “Grim Reaper” to the wider community. 2. Leases not to be sublet transferred or assigned. A pointless inclusion in the possible conditions – has absolutely no impact on the expiry date of the lease or the other agreed conditions of the lease. Point Moore cottages have provided a much-needed low-income alternative to many families – one that the State Government and the City of Greater Geraldton has been unable to provide. <p>The Friends of Point Moore Incorporated looks forward to a process that result in the continuation of the vibrant community that is Point Moore.</p> <p>We appreciate the City has expectations placed upon it from the State Government and the ratepayers of the City. We believe our recommendations in no way</p>		

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		<p>compromise those expectations, or expose the City to unmanageable risk.</p> <p>Every community has a story to tell – ours is that we love living where we do and we will fight tooth and nail to stay here.</p>		
39 (07/08/17)	Private Submission – Leaseholder x 2	We support and endorse with Friends of Point Moore Inc. submission that was drawn up with consensus of the majority of leaseholders.	Acknowledgement of submission.	Note the submission
40 (07/08/17)	Private Submission – Leaseholder x 1	I agree with the majority of leaseholders on the future of West End. I am alarmed at the workings and the costs to council ascertain the possible 100 or 500-year inundation of this area yet Marine Terrace has suffered 3 floodings in my lifetime. I am asking for a metre high bund in line with existing sand hills to give that extra protection. I am sure that the bund could be built cheaper than the signs warning us of the possibility of flooding in this area.	Acknowledgement of submission.	Note the submission
41 (06/08/17)	Private Submission – Leaseholder x 1	Inundation signage is a menace to public safety. I have heard from a political source a very strong rumour that Geraldton Port is to be extended to a deep-water port and the Point Moore cottages are required to be removed and if so to facilitate a government project appropriate compensation is required. Time will tell on this rumour and if the current councillors are in on the plan. The decision not to connect Point Moore to sewerage was not made by the residents, the state government and CGG made it, and therefore it is they who should pay. Government assets-lighthouse, roads, railway, and roads must be protected at their cost. Solution and costs are ridiculous. Lease fees and increases, there has never been any negation on these and now that the land has been declared unfit for human habitation by the CGG, the values must now be reduced to reflect today's environment. Pensioner rebate should be for all.	Acknowledgement of submission.	Note the submission
42 (05/08/17)	Private Submission – Leaseholder x 1	Feel this iconic part of Geraldton should continue to be homes for many people. As a resident owner, I would welcome a new 21-year lease to be able to remain living there for many years. Some finality	Acknowledgement of submission.	Note the submission

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		would set lot of minds at ease for the many elderly residents living there.		
43 (06/08/17)	Private Submission – Leaseholder x 2	<p>We support a new 21-year lease effective at a date determined in 2018 to bring all Point Moore leases into a combined period to 2039 with the possibility of a renewal subject to no change in environmental and health conditions in the area.</p> <p>New lease to contain the inundation and effluent treatment studies as appendixes.</p> <p>A triennial septic inspection with the report being made transparent and available to all the leaseholders.</p> <p>We support a \$250 reserve fee contained in a trust to be used only for demolition or rehabilitation of Point Moore.</p> <p>We do not support leases being extinguished upon death, not being able to sell within any stated period, trigger points unless clearly defined and not related to one off events. We also do not support leases for only owner-occupier and rental should be permitted.</p> <p>Thanks to the FOPM and CGG for working together to provide a positive and harmonious situation. We see it in the best interests of all concerned to help protect and maintain our community of Point Moore.</p>	Acknowledgement of submission.	Note the submission
44	Private Submission – Sibling of leaseholder x 1	<p>My name is XXX. I am 9 years old and I live at Point Moore. I have written to the Mayor before and he said he would help me. I hope he remembers.</p> <p>My house is the only house I have ever lived in and it is really important to my family.</p> <p>Point Moore is amazing. It is full of great people who do not want to lose their homes. I am sick of seeing people sad and worried, especially my Mum. She has seizures from her epilepsy when she gets stressed. She is stressed all the time and at the Doctors because she wants to save our home and help everyone else at Point Moore. She has had 3 big seizures since Christmas. I don't know what to do to make this better. Can't you just leave everything like it is? I found a map that shows all those massive scary signs around us are not true. Point Moore is growing</p>	Acknowledgement of submission.	Note the submission

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		<p>not shrinking. We never get bad storms like the ones on the sign. XXX has lived here for 100 years and he told us nothing bad like that ever happened here. He would remember. We have had lots of storms and we never get flooded or hurt. It is safe.</p> <p>Dad has talked to people in the Health Department and they said they would help us find a new toilet that works and is safe too. This would be good because we care about our environment. In our garden, we have ghost crabs, motorbike frogs, pobble bonk frogs, snakes, skinks, blue tongues, heaps of birds, pink and greys have made a nest in the palm out the bank. There are even 2 blue kingfishers that come and eat our frogs sometimes. They need to be protected too. People have lived here and done a good job looking after Point Moore for a very long time –please don't ruin it now. Let people stay and make Point Moore happy again. I am tired of feeling sad and scared. I love my home.</p>		
<p align="center">45 (07/08/17)</p>	<p>Private Submission – Leaseholder x 1</p>	<p>I support the whole submission put forward by FOPM Inc. I am opposed to any possibility of lease being extinguished upon death of leaseholder. My wish is that the property is passed onto my late husband's children. This means transfer of lease is essential</p>	<p>Acknowledgement of submission.</p>	<p>Note the submission</p>
<p align="center">46 (07/08/17)</p>	<p>Private Submission – Leaseholder x 1</p>	<p>Point Moore leases should be renewed upon expiry and bought in line with Belair Gardens Caravan Park. Lived in Point Moore for 17 years and built my new home all with CGG approvals, septic system included. I support triennial septic system inspections, if required. I do not support leases being cancelled upon death, not being able to sell or transfer or being able to rent or any trigger points. Point Moore has great heritage importance in the history of Geraldton and should be as regarded as such into the future. I would like to commend CGG and FOPMI in communicating to all and I look forward to a positive outcome.</p>	<p>Acknowledgement of submission.</p>	<p>Note the submission</p>
<p align="center">47 (07/08/17)</p>	<p>Private Submission – Leaseholder x 1</p>	<p>As a leaseholder, the most important element for me is simply having information upon which to make decisions. Point Moore is my home and I would hate to have to move. Yet I understand the City's position</p>	<p>Acknowledgement of submission.</p>	<p>Note the submission</p>

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		<p>and some of the management issues relating to the area. It does seem unjust to allow a business to maintain a presence in area until 2047 if residential leases were no longer tenable. However, given the nature of the management order and the extent to which leases are 21 years in nature it would be a fantastic outcome if a new lease of 21 years were offered to current leaseholder. This would have a number of significant benefits:</p> <ol style="list-style-type: none"> 1. Provide leaseholders with some security and a plan forward 2. Allow the council to renegotiate the leases and include provisions for the removal of property (currently less than 20% of leases require this) or provide a levee within the leases to finance this. 3. Allow the council to include clauses in the leases providing the leaseholders with an opportunity to rectify some of the issues with regard to effluent treatment. 4. Allow the council to establish a fund for the regeneration of the area. 5. Provide the council with an ongoing source of substantial income from the lease fees. 6. Allow for the regeneration of the area to commence once the entire area is vacant. Certainly limiting the possibility of a ghetto appearing next to the caravan park, limiting its viability as a business. 7. Limit social dislocation and emotional upheaval by enabling residents to plan long term, make appropriate financial decisions and clearly communicate this to all the residents and the community at large. <p>There are a number of issues and clauses that have been suggested as addition and annexure to the leases. Some of these are problematic, particularly in relation to the possible legal consequences of noncompliance. These include. - Trigger points in the lease - Requirements regarding providing certificates</p>		

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		<p>of use. - Limits on the use of leasehold particularly in the use of division of estate - Requirements on providing certificate of compliance of septic systems.</p> <p>Whilst, I appreciate the reasons why the council would include these they could have significant consequences for the leaseholder and I hope that the councils makes the effort to make leaseholder cognisant of the legal implications of these</p>		
<p align="center">48 (07/08/17)</p>	<p>Private Submission – Leaseholder x 2</p>	<p>We support a new 21-year lease that requires the surrender of our current lease. We do not believe that a provision preventing further extensions is necessary. That decision should rest with the managers of the reserve at the time of the proposed lease expiry of 2039. Most of the Conditions are acceptable however; the following conditions are totally unacceptable. 1. Lease extinguishment on the death of the leaseholder. This provision will prevent the leaseholder including the property in their estate. 2. Leases not to be sublet transferred or assigned. This is most unfair. Many of the properties at Point Moore are already rental houses and provide a low-income alternative to many families. We think some of the Conditions could be better negotiated. 1. A trigger point lease breach should initiate a remedial action - not extinguishment of the lease. 2. A licensed plumber's report is provided on a three-year basis. Rather than annually. 3. All classes of pensioners should receive the lease discount if they are the leaseholder occupants. Rather than just age pensioners. We would like to extend our lease so we feel secure for the future. Many of the leaseholders are pensioners who would have to rely on public housing when our lease expires.</p>	<p>Acknowledgement of submission.</p>	<p>Note the submission</p>
<p align="center">49 (07/08/17)</p>	<p>Private Submission – Leaseholder x 1</p>	<p>My response to the proposed new lease is similar to FOPMI. 1. I believe that the decision to extend beyond the 21-year lease should be made by the mangers of the reserve at the time. 2. All owner-occupier pensioners should get the discount. Excluding other</p>	<p>Acknowledgement of submission.</p>	<p>Note the submission</p>

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		<p>classes is discriminatory. 3. Trigger point lease breaches should initiate remediation not extinguishment. 4. The demands for a licensed plumber report triennially and a biannual return certificate are over regulation. 5. The extinguishment of leases on death of leaseholders will prevent uptake and 6. Preventing subletting, transfer or assignment of lease will not give the CGG surety and has no impact on the expiry date or other conditions of the lease.</p>		
<p align="center">50 (08/08/17)</p>	<p>Private Submission – Leaseholder x 1</p>	<p>I would like to support the points made by the Friends of Point Moore Inc. In addition to those, I would like to ask what would happen to the lighthouse if and when the Point is inundated. It's not only a significant tourist icon of Geraldton it's an important maritime beacon and of historical value to the Town. The street names are indicative of the military significance to the Point, it is an asset that needs to be preserved, and the lease fees, all rates should be increased to preserve the Point.</p>	<p>Acknowledgement of submission.</p>	<p>Note the submission</p>
<p align="center">51 (09/08/17)</p>	<p>Private Submission – Leaseholder x 1</p>	<p>What will happen to us now our lease fee is \$1500. If it goes up next year, will I get the credit for the 1st 10 years that I have left on my current lease? If not why? It is not financially viable for us to have an increase of \$2000 that is more than 100% of current. I submit the following: I should be able to sell my property, as any new buyer will be aware of any clauses in the new lease. I should be able to rent, as I could not afford to pay two houses. Annual septic check maybe every 3 years. I do not agree if I pass away, I cannot pass my lease on to family. The lease fee should not change as our property has been devalued.</p>	<p>Acknowledgement of submission.</p>	<p>Note the submission</p>
<p align="center">52 (08/08/17)</p>	<p>Private Submission – Leaseholder x 1</p>	<p>We bought in Point Moore 5 years ago for its safe, pleasant environment friendly community with all of us pulling together. I work away 4/1 knowing my wife and family are secure. I hope to use the house as a deposit for a bigger house in the future and I cannot do this if a new lease says no transfer or sale. I now feel trapped, don't know when if ever I can save enough money when we get moved on, and I would</p>	<p>Acknowledgement of submission.</p>	<p>Note the submission</p>

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53 (08/08/17)	Private Submission – Leaseholder x 2	lose my investment of \$60,000 for no return. If we needed to move for medical reasons as we both have health issues we manage at present in Geraldton we go to Perth more than 6 times a year to hospitals. We would need to sell to support ourselves, as it is more expensive to live in Perth. If we had to wait for a State house, it would be years before we got accommodation. We would be happier knowing we could stay as long as possible, recoup some of our assets, and still have the option to move without the loss of \$160,000.	Acknowledgement of submission	Note the submission
54 (08/08/17)	Private Submission – Non Leaseholder - Tenant x 2	Have always wanted to live at Point Moore and some years ago was fortunate to be able to rent a cottage in Passat Lane. However, due to circumstances I had to move away. I always wanted to return to live at the Point, as it is a wonderful lifestyle and a safe and secure place to live with very little trouble. Just over a year ago, my partner and I had the opportunity to return to rent a cottage in Captains Crescent and we have never been happier. If the leases are renewed or extended and the opportunity arose, we would consider buying a cottage, particularly the one we now live in. The beach cottages are as iconic as the Point Moore Lighthouse and to demolish them would be extremely tragic, not only for the people who would be homeless but the whole social fabric of a community would be destroyed, and a much-loved piece of Geraldton's history would be lost forever. My partner and I fully endorse the Friends of Point Moore Incorporated submission that has been drawn up with the majority of leaseholders' input.	Acknowledgement of submission	Note the submission
55 (08/08/17)	Private Submission – Leaseholder x 1	Agree with Friends of Point Moore Incorporated submission. Do not support the no lease transfer, sell or assignment condition. Suggest that more than one trigger point to occur before lease extinguished. \$500 demolition fee is too high for pensioners.	Acknowledgement of submission	Note the submission
56 (09/08/17)	Private Submission – Leaseholder x 1	Have been at Point Moore since 1992 and love the peace and quiet that we have. I am willing to sign a new lease as set down by Council except for a few	Acknowledgement of submission	Note the submission

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		<p>points: The following are not acceptable to me: 1. New lease to be extinguished upon death of leaseholder. 2. New leases not to be sublet/transferred or assigned. 3. Annual licensed plumber report – agree to 2-3 years.</p>		
<p align="center">57 (09/08/17)</p>	<p>Spine & Limb Foundation Inc. - Leaseholder</p>	<p>The Foundation operates a holiday home at Point Moore with a caretaker in a smaller adjacent property. The Foundations preference is for a new lease with conditions that may trigger early termination of the lease. We do suggest a delay period between the trigger point and the termination of the lease to enable suitable clearance of the property and the ability of our caretaker to find alternative accommodation. Further, one of the possible lease conditions is that a bi-annual return certificate of residency is provided. As the Foundation as a leaseholder does not physically reside at the property this may not be an appropriate condition.</p>	<p>Acknowledgement of submission</p>	<p>Note the submission</p>
<p align="center">58 (07/08/17)</p>	<p>Private Submission – Leaseholder x 1</p>	<p>Owned a cottage for 23 years and lived in it for 15 years. Owned a house in Perth at the same time however sold it to purchase a second cottage as an investment, which has been anything but, however it as allowed a pensioner and now a single mother of two to reside in safety. A lot, and not much has changed over the year; some of the same demographics exists with the addition of more pensioners and those looking for a quiet, safe environment to enjoy a peaceful existence. To wipe out a unique, iconic part of Geraldton that provides the CGG with a sizeable revenue stream each year, without expecting much in return, would be calamitous for all concerned. However, emotion aside I believe the leases should be renewed and ideally to be aligned with Belair Caravan Park. I am opposed to trigger points; however could live with remediation action and not extinguishment of leases. Happy to sign a waiver absolving the City or government from liability. I am opposed to a bi-annual compliance certificate as this is no value and would be more admin work (more cost) for the City. I oppose</p>	<p>Acknowledgement of submission</p>	<p>Note the submission</p>

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		<p>extinguishment on death of the leaseholder; this would mean demolition and turning the community into a wasteland of streets with empty blocks. I am also opposed to not being able to sublet, transfer or assign as it provides safe, affordable accommodation for lower income people and pensioners. A licenced plumbers report should not mean extinguishment, rather the opportunity to rectify the problem. All classes of pensioners should receive discount if they are occupants. I also believe there should be opportunity for future Councils to make decisions on lease renewal rather than the termination of all leases after 21 years.</p> <p>I commend the CGG for working with the FOPMI through the process; this is the first time in my experience that the City has been willing to engage on such a level with leaseholders. I look forward to arriving at a workable solution for all parties.</p>		
<p align="center">59 (09/08/17)</p>	<p>Private Submission – Leaseholder x 2 – Non resident</p>	<p>Agree to a new lease expiring 2039. Conditions the same as the existing lease including; leaseholders/occupiers to get pensioner discount; lease fee be subject CPI; reference to inundation and erosion to be included; commercial uses (shops, café) to be allowed and trigger points to be included. I oppose strongly the following: new lease to be extinguished upon death, no subletting, transfer or assignment; a demolition levy to be opposed and a plumbers report & compliance certificate, if included at CGG cost.</p>	<p>Acknowledgement of submission</p>	<p>Note the submission</p>
<p align="center">60 (10/08/17)</p>	<p>Private Submission – Leaseholder x 1</p>	<p>Having visited Geraldton many times the small community of Point Moore close to the pristine beaches and access to amenities, I decided it was here I wanted to buy and live forever having been told by the Real Estate that Point Moore was going to be freehold in 20 years. I have abided by the lease, improved my property and should the City not continue to renew the leases, I myself and other persons will be forced to leave- a tragedy to the CGG to lose many contributing citizens and finance for the City. I support the following: 1. A new 21 year lease</p>	<p>Acknowledgement of submission</p>	<p>Note the submission</p>

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		<p>effective on a determined date in 2018 bringing all leases into an aligned period in 2039. 2. At 2039 a renewal subject to environmental and health condition of the area. 3. New lease to have inundation and effluent treatment studies report. 4. Triannual septic system inspection with report being transparent and made available to leaseholders. 5. Annual fee of \$250 to be placed in trust fund only to be used in the event of demolition or rehabilitation of Point Moore.</p> <p>I do not support: 1. Leases being extinguished on death of leaseholder. 2. All pensioners are not supported regardless of age or disability. 3. Inability to sell lease or rent. 4. Trigger points unless clearly defined and not just a one off event possibility.</p>		
61 (07/08/17)	Private Submission – Leaseholder x 1	Endorse and agree with the Friends of Point Moore Inc. submissions and conditions of leases. Being a pensioner I doubt if I will be able to pay new and sustain some type of living if I lose my house, it is all I have.	Acknowledgement of submission	Note the submission
62 (09/08/17)	Private Submission – Leaseholder x 1	Agree with one universal lease with either \$250-\$300 rehab fee. Be able to sell or leave to children. Make 50% discount to all pensioners who hold relevant cards. Happy to have septics pumped and checked every 3 years. Valuer at Landgate to reassess all land for new leases. Point Moore is a beautiful place to live – heritage, fishing, tourism abound and I would love to see if stay is as is and so would the kangaroos.	Acknowledgement of submission	Note the submission
63 (11/08/17)	Private Submission – Leaseholder x 1	<p>Unfortunately, I only received the discussion paper via email from City staff on Monday this week which has not given me adequate time to investigate the unsubstantiated and sometimes exaggerated statements contained in the discussion paper. It is generally accepted that good community consultation would provide for more than 5 days to reply to a discussion paper.</p> <p>The community workshop where participants had to write down questions and wait and see if they were lucky enough to have an answer read out, was another example of poor consultation and could not be considered a 'workshop.'</p>	Acknowledgement of submission	Note the submission

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		<p>The fact that I am still waiting for a response to my submission to the GHD study is yet another example. The leaseholders simply want some certainty from the City regarding their leases and yes, we are still waiting for it...</p> <p>It has been years of poor management, which has, caused property values to crash and a huge amount of unnecessary stress placed upon ratepayers at Point Moore.</p> <p>I will not be taking up a new lease if it contains unfair and onus conditions such as those suggested by the unqualified staff who wrote the discussion paper. I wonder if any of the City Councillors read it before it was publicly distributed, as it was not written with the best interests of the leaseholders in mind.</p> <p>The City staff identified many issues in the discussion paper that can be dealt with in a positive manner with an outcome, which is a win win for everyone.</p> <p>Two brief examples are :</p> <p>Self-contained septic tanks, which do not leach into the environment, are available and used in WA, (even within the CGG). They can be pumped out if and when required. People actually pump out their septic tanks at present. It is no different to do so from a self-contained or sealed unit, which is better for the environment and cheaper than the 'indicative' over the top figures the City is spruiking.</p> <p>Inundation risk is guesswork at best. And if it ever occurs, it will be for a very short period (i.e. not like flooding) The risk of inundation can be greatly reduced by addressing the entry point of water from a storm surge. The tracks leading to the beach have, over time, cut gaps in the sand dunes, which have protected Point Moore for years. These low tracks/roads which allow vehicles onto the beach could be closed off or 'bunded' with very long but only one metre high speed humps. Raising the height of</p>		

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		<p>these tracks will stop any water from a rare inundation event causing water to enter the beach cottage area. These are only two very simple positive solutions, which will reduce the risk to the City and ratepayers. And they are not as expensive as the ridiculous options listed in the discussion paper. Even cheaper still is to place conditions on a new lease which make the leaseholder bear the burden of any liability and negate any responsibility from the City. I look forward to City Councillors making a positive harmonious decision in the not too distant future.</p>		
64 (10/08/17)	Private Submission – Siblings of leaseholder x 2	We really really love living in Point Moore and if Mummy and Daddy ever die, we want to be able to keep living here in our house.	Acknowledgement of submission	Note the submission
65 (10/08/17)	Private Submission – Leaseholder x 1	I endorse the Friends of Point Moore Incorporated submission.	Acknowledgement of submission	Note the submission
66 10/08/17)	Private Submission – Leaseholder x 1	I endorse the Friends of Point Moore Incorporated submission.	Acknowledgement of submission	Note the submission
67 (11/08/17)	Private Submission – Leaseholder x 1	<p>The GERALDTON GUARDIAN's front page news in April 2014 stated, "No More Leases at Point Moore" and went on to explain that there would be no new leases until studies were done into Coastal Inundation and the possible environmental and health impacts from the Septic Systems.</p> <p>This article hit the paper the same day that residents of the Point Moore Community had organised a meeting to start a community group. The focus was to create a supportive, community culture and create opportunities to work together for the betterment of the community as a whole in creating a unique, sustainable community. Ironic one might say! Unfortunately, after being made aware of the CGG's position, from the article in the Guardian, our</p>	Acknowledgement of submission	Note the submission

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		<p>meeting's agenda was railroaded as many residents were now concerned with the extension of their leases.</p> <p>From this meeting, and in response to the CGG's position, the Friends Of Point Moore (FoPM) group was formed with the Mission to 'secure tenure for all leaseholders'. The Point Moore Community did NOT start this process. It was the resolution of the Council of the CGG's, at its meeting on 22/4/2014 at which it was resolved to advise leaseholders that the City will not consider any further extension to current leases (beyond the current extension) until detailed studies were prepared examining Coastal Inundation and the possible environmental and health impacts from the Septic Systems.</p> <p>Some three years later, although FoPM is the recognised body (by the CGG) and professes to represent leaseholders, not all leaseholders are members, nor have their views been voiced. In fact, quite the opposite, as FoPM had not had a single community meeting for two years prior to the CGG Workshop in July 2017.</p> <p>Therefore, I request that the decision to be handed down on September 26th be extended to allow all leaseholders to be fully informed, (not just on what the CGG believes they should know) and have the opportunity to ask questions and clarify understandings (as a community group), so that each and every one of them can make an informed decision about whether to sign a new lease or not.</p> <p>Leaseholders do want a resolution and to be left to live their lives in peace and harmony. This long, drawn out process, which has lasted more than a decade has affected people's health, assets and livelihood and this should not be taken lightly.</p> <p>Leaseholders have current leases, many of which were signed, unaware that the CGG chose not to</p>		

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		<p>disclose to leaseholders, that in 2007 they had received correspondence from the WA Planning Dept., deeming the area 'unfit for human habitation'. As the City chose not to share this information with leaseholders then, and allowed them to continue to live in an area 'unfit for human habitation,' for what has now been another ten years, why now, is there a need to draw up a new lease when there is still another 7-10 years left on the current lease?</p> <p>In 2015, the City approved considerable renovations to our property (including removal of all asbestos) in compliance with the R-Codes and the BCA. Is it fair that we are now being given the option to surrender our current lease for a 'trigger point' lease, which will not provide security, or have our lease end in 2025 with NO negotiation options?</p> <p>We are also the leaseholders for xxx, which, with City approval, we have run as a popular, short-term holiday accommodation for 7 years now. In 2014, we received acknowledgement, as the number 1 place to stay in all of Geraldton, plus a 'green' award for sustainability, in the Lonely Planet Guide. Over the years, we have had visitors from all around the world visit 'Ospreys Beach Chalet', many returning year after year to enjoy the peace and tranquility of Point Moore. The Geraldton Visitors' Centre highly recommends us to all who inquired. We have promoted sustainable living and tourism in Geraldton. Why would you want to stop this by not including the option of having a small commercial business at Point Moore?</p> <p>Every leaseholder has a story; please take the time to</p>		

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		look beyond the paper lease, the 'beach cottage' as this is about people, lives, affordable living and most importantly, community.		
68 11/08/17)	Private Submission – Leaseholder x 1	I will sign a new 21-year lease with the following suggested conditions. I purchased my little house in 2000. My daughter and I both live here and at this stage of my life I am financially not able to purchase a new property. This is my home, I have lived here for 17 years, and I love my little home, the community, and the lifestyle I have. A demolition levy - \$250. Annual licensed plumber report required by CGG – 3 yearly. Written compliance report – annually and I support all pensioners receiving discount. I do not support leases not being able to sold, sublet or assigned and I do not support leases being extinguished at my death as I would like my daughter to inherit and benefit from my lifetime of hard work.	Acknowledgement of submission	Note the submission
69 10/08/17)	Private Submission – Leaseholder x 1	I endorse the Friends of Point Moore Incorporated submission.	Acknowledgement of submission	Note the submission
70 (07/08/17)	Private Submission – Leaseholder x 1 – Non resident	Investment must be honoured. Leased should be commensurate with Belair Gardens caravan Park. Low cost housing is essential for our community.	Acknowledgement of submission	Note the submission
71 (10/08/17)	Private Submission – Leaseholder x 1 – Non resident	The CGG began this process 7 years into our current 21-year lease agreement. As a direct result of this, the good people of Point Moore have been subjected too much stress, anxiety and uncertainty. A much fairer solution to this situation is to honour our existing lease and provide an assurance of a new 21-year lease upon expiry in 2025 and 2028.	Acknowledgement of submission	Note the submission
72 (11/08/17)	Private Submission – Leaseholder x 1 – Non resident	The Leaseholders support a number of liability risk mitigation actions that have been developed through legal advice to the City with information from the Coastal Inundation and Erosion report. Those actions supported by the Point Moore Leaseholders are: 1. Erection of signage at the road access entry	Acknowledgement of submission	Note the submission

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		<p>points identifying Point Moore as a potential coastal inundation hazard.</p> <ol style="list-style-type: none"> 2. Develop a process to formally notify all Leaseholders of the potential risks of coastal inundation to the Point Moore area. 3. The information contained within the Coastal Inundation and Erosion be attached to all 174 Point Moore leases 4. Development of an effective evacuation plan for Point Moore to be implemented at the time of a coastal inundation event. <p>All of the 4 points mentioned above should be included in any new lease being considered. This will allow certainty to the City and to current and future Leaseholders that the associated risks are well understood.</p> <p>The Point Moore Leaseholders have generally accepted the findings contained within the Residential Onsite Effluent Treatment and Disposal Study and there has been wide discussion of a number of proactive measures to reduce the impact of effluent from continuation of lease agreements beyond 2028 that can be undertaken by Leaseholders. The measures discussed for inclusion into a new lease are:</p> <ol style="list-style-type: none"> 1. An independent assessment to ascertain the effectiveness of all 174 individual waste water systems within 12 months of a new universal lease agreement being signed. 2. Leaseholders will undertake independent triennial (3 Year) assessments of individual waste water systems. 3. Leaseholders agree to upgrade any waste 		

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		<p>water systems found to be ineffective.</p> <ol style="list-style-type: none"> 4. Data from waste water systems being jointly held by Leaseholders and the City. 5. Development of a proposal for a shared waste water system amongst the leaseholders of Point Moore, utilising innovative systems for small landholders. <p>Points 1-4 above should be included in any new lease being considered.</p> <p>The Leaseholders of Point Moore have also discussed a number of conditions for consideration by the City for inclusion in the future universal lease agreement. It is clear from public meetings held by both the City and the community that the following points are significant and must be considered in any new lease offered to leaseholders.</p> <p>Conditions that MUST be included into a single, universal lease are:</p> <ol style="list-style-type: none"> 1. Evaluation by the Valuer-General to assess and determine the current value of leases so that this can be reflected in the new leases. 2. A 50% Pensioner rebate for any Leaseholder residing in the Point Moore estate that presents a Pension/Health Care/Disability Card issued by the Commonwealth Government, and that discount be applied from the date that each Leaseholder provides the required documentation to the City. 3. Very clear definitions of any ‘Trigger Points’ that will lead to medium-long term evacuation of the estate or extinguishment of leases eg. extreme, catastrophic public health outcomes due to effluent coverage, 		

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		<p>subsidence of land due to inundation, erosion of beachfront and sand dune protection to Marine Tce.</p> <p>Conditions that MUST NOT be included are:</p> <ol style="list-style-type: none"> 1. Any clauses that refer to requirements of lease forfeiture in the event of death of a Leaseholder. 2. Any clauses that restrict the sale or transfer of a property by a Leaseholder at any time throughout the duration of a new lease. 3. Any clauses that restricts the ability of leaseholders to sublet properties. 4. Any clauses that restrict the ability of a future City Council to offer a new lease to leaseholders prior to expiry of a 2018-2039 lease. <p>Conditions that may BE CONSIDERED for inclusion are:</p> <ol style="list-style-type: none"> 1. Any clause that may limit the ability of leaseholders to operate a commercial business beyond that of a residential tenancy sublet. 2. Introduction an annual \$250 demolition fee to be held in a Special Purpose Account for the express purpose of demolition/rehabilitation of Point Moore infrastructure at the expiration of any agreed future lease extension. <p>I thank the City for the opportunity to outline the conditions for development of a new lease for the Leaseholders of Point Moore. The information contained in my submission will, in my opinion, deliver a far more equitable lease that</p>		

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		<p>Leaseholders will generally accept as a document that has the requisite conditions that enables them to have confidence that longer tenure is being achieved. In addition, the City should also consider an application to the State Government and to the Heritage Council to seek formal recognition of Point Moore as a protected heritage site given that it is one of a dwindling number of shack sites along the Western Australian coastline and still offers a clear understanding of the lifestyle that has been offered there for more than half a century.</p> <p>This very significant heritage value should indeed be protected, as we have seen a number of coastal shack communities demolished in recent years with little regard for their local historical importance. The destruction of the shack community at Drummond Cove is obviously one that is foremost in the minds of residents in that area, with many more north and south along our coastline also facing a similar fate. It is unfortunate that Western Australian state and local governments have a very shabby record of not protecting buildings and areas of significant heritage value. Fortunately for our community, Geraldton still retains many buildings that remind us of our heritage and historically this has been well regarded with the buildings continuing to be well managed.</p> <p>Thank you for taking the time to work with the community for a positive outcome for the Point Moore Leaseholders and for also considering the information and opinions that I have provided in my submission.</p>		
73 (11/08/17)	Private Submission – Leaseholder x 1	<p>While there was a large degree of community concern about the information contained within the M P Rogers and Associates report to assess the risks from coastal inundation and erosion, it was accepted by those present at the Community Information meeting held on 13th January 2016 that the information contained within the report was not flawed.</p> <p>As a Leaseholder, I support the following risk mitigation actions that have been developed through legal advice to the City with information from the</p>	Acknowledgement of submission	Note the submission

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		<p>Coastal Inundation and Erosion report.</p> <ul style="list-style-type: none"> • Erection of signage at the road access entry points identifying Point Moore as a potential coastal inundation hazard. • Develop a process to formally notify all Leaseholders of the potential risks of coastal inundation to the Point Moore area. • The information contained within the Coastal Inundation and Erosion be attached to all 174 Point Moore leases • Development of an effective evacuation plan for Point Moore to be implemented at the time of a coastal inundation event. <p>As a Leaseholder, I generally accepted the findings of the Residential Onsite Effluent Treatment and Disposal Study and am happy with the following measures to be included in a new lease. An independent assessment to ascertain the effectiveness of all 174 individual waste water systems within 12 months of a new universal lease agreement being signed.</p> <ul style="list-style-type: none"> • Leaseholders to undertake independent triennial (3 Year) assessments of individual waste water systems. • Leaseholders agree to upgrade any waste water systems found to be ineffective. • Data from waste water systems being jointly held by Leaseholders and the City. • Development of a proposal for an alternative, innovative waste water system/systems to be used to replace any 		

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		<p>ineffective systems.</p> <p>Other conditions I believe could be considered in the new lease:</p> <ul style="list-style-type: none"> • Evaluation by the Valuer-General to assess and determine the current value of leases so that this can be reflected in the new leases. • A 50% Pensioner rebate for any Leaseholder residing in the Point Moore area that presents a Commonwealth Government Pension/Health Care/Disability Card. • VERY CLEAR definitions of any 'Trigger Points' that will lead to medium-long term evacuation of the area or extinguishment of leases Conditions • Introduction an annual \$250 demolition fee to be held in a Special Purpose Account for the express purpose of demolition/rehabilitation of Point Moore infrastructure at the expiration of any agreed future lease extension. • Other conditions I believe should not be considered in the new lease: • Any clauses that refer to requirements of lease forfeiture in the event of death of a Leaseholder. • Any clauses that restrict the sale or transfer of a property by a Leaseholder at any time throughout the duration of a new lease. • Any clauses that restricts the ability of 		

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		<p>leaseholders to sublet properties.</p> <ul style="list-style-type: none"> • Any clauses that restrict the ability of a future City Council to offer a new lease to leaseholders prior to expiry of a 2018-2039 lease. • Any clause that may limit the ability of leaseholders to operate a commercial business beyond that of a residential tenancy sublet. <p>I am also the leaseholders of XXX, which, with City approval, we have run as a popular, short-term holiday accommodation for 7 years now. In 2014, we received acknowledgement, as the number 1 place to stay in all of Geraldton, plus a 'green' award for sustainability, in the Lonely Planet Guide. Over the years, we have had visitors from all around the world visit 'Ospreys Beach Chalet', many returning year after year to enjoy the peace and tranquility of Point Moore. The Geraldton Visitors' Centre highly recommends us to all who inquired. We have promoted sustainable living and tourism in Geraldton. Why would you want to stop this by not including the option of having a small commercial business at Point Moore?</p> <p>I thank the City for the opportunity to outline the conditions for development of a new lease for the Leaseholders of Point Moore.</p> <p>In addition, the City should also consider an application to the State Government and to the Heritage Council to seek formal recognition of Point Moore as a protected heritage site given that it is one of a dwindling number of shack sites along the</p>		

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		<p>Western Australian coastline and still offers a clear understanding of the lifestyle that has been offered there for more than half a century.</p> <p>This very significant heritage value should indeed be protected, as we have seen a number of coastal shack communities demolished in recent years with little regard for their local historical importance. The destruction of the shack community at Drummond Cove is obviously one that is foremost in the minds of residents in that area, with many more north and south along our coastline also facing a similar fate.</p> <p>It is unfortunate that Western Australian state and local governments have a very shabby record of not protecting buildings and areas of significant heritage value. Fortunately, for our community, Geraldton retains many buildings that remind us of our heritage and historically this has been well regarded with the buildings continuing to be well managed.</p>		
74 (11/08/17)	Private Submission – Leaseholder x 2	<p>We purchased property in January 2016 and love living here; we have a 6-year-old daughter with another baby due February 2018. We consider it is the best place to live and raise a family, as it is a close-knit community we all value, respect and look after one another. Our concerns are no longer having a lease after putting our life savings into our home for our child's future. We are concerned about having to pay for the coastal protection and we cannot afford to pay anything towards that. We also do not agree to not being able to sublet, transfer or assign lease due to any unforeseen reason we would need to leave Geraldton plus losing our investment in our home. We also do not agree to extinguishment of lease upon death, as we would like to leave to family in our wills.</p>	Acknowledgement of submission	Note the submission
75 (11/08/17)	Private Submission – Leaseholder x 1	<p>I am willing to sign a new lease agreement until the year 2039 providing it is fair and just. Most of the lease proposals were absurd. Tigger points are uncertain. I will agree to septic inspection. The current lease on top of rates is over the top. CPI is floored as a basis for lease fees as should be based on rental property values, as are our rates. I am not willing to</p>	Acknowledgement of submission	Note the submission

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		sign a lease that includes extinguishment of lease upon death, no subletting or transfers.		
76 09/08/17)	Private Submission – Leaseholder x 1	I am willing to sign a lease for 21 years and keep renewable option open. The trigger points need to be at a level where it is no longer viable to live in Point Moore due to safety and health risks. I am not willing to sign a lease that includes extinguishing on death, no subletting or transfer. Not acceptable.	Acknowledgement of submission	Note the submission
77 (11/08/17)	Private Submission – Leaseholder x 1	<p>Your reasons for “developing”/presenting (enforcing) a new lease on Point Moore residents are ludicrous. As are the three options you give us. You are blatantly telling people that we wanted this, which is completely untrue. People out here have been happy with their lease situation for decades. Saying WE wanted an investigation and new lease which appears to be full of unrealistic threatening trigger points and conditions is ridiculous. We want to SECURE our tenure. Ultimately, I want freehold. Why is this not being investigated? If it has been, please show me the report. Unless it is a class A reserve, the process of converting crown land to freehold is actually not that involved or difficult. Then all your problems are over. We are just like all other landowners in Geraldton. Stress over for everybody!</p> <p>Can I please see the brief given to the agencies for both studies and the data they collected/used to come to the conclusions they have?</p> <p>I have forwarded both these studies onto a variety of different agencies/science departments and there appears to be issues with the validity of statements being made in both documents.</p> <p>Do you fully endorse the information presented in these studies as being truthful, relevant and not misleading in any way?</p> <p>I believe all variables have not been taken into account in these studies.</p> <p>Do you feel all variables have been taken into account to produce a valid assessment of the situations being investigated?</p>	Acknowledgement of submission and response provided.	Note the submission

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		<p>I am not really impressed that my tax dollars are going into projects that appear to be somewhat substandard.</p> <p>If you think this is not a serious issue I suggest you watch the case regarding climate change (The hockey stick graph controversy) that recently went through the Supreme Court in America. Interesting and definitely related to the information we are being presented to as being “real” and “valid” regarding climate change.</p> <p>Do you agree with the concept of climate change used in the report by M P Rogers?</p> <p>In actual fact, my 9-year-old daughter found a map (photographic evidence 1942-2010) from the Port Authority and Department of Transport that negates aspects of M P Rogers study. Why were these not presented in the study?</p> <p>There are hasty and ill-informed decisions being made about Point Moore.</p> <p>Do you honestly think the time frames you are giving people to process information is adequate?</p> <p>We only just received a 40-page document that we should have had time to read before writing this submission.</p> <p>You need to stop and look closely at the proposals you are putting forward to this community.</p> <p>We are a strong group of people, who will do all it takes to save our homes.</p> <p>I request a response to my submission and the questions raised.</p>		
78 (10/08/17)	Private Submission – Leaseholder x 1	<p>Having purchase property in expectation of living final years and being able to include same property in estate, lease to be renewed with trigger points that include remediation consideration Able to claim pensioner discount on rates and lease. Lease extinguishment would mean attempting to locate accommodation with no means of cost recovery of property effectively becoming homeless. Point Moore offers affordable accommodation and lifestyle with immediate access to CBD of which medical and hospital access is vital to residents.</p>	Acknowledgement of submission	Note the submission

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79 (09/08/17)	Private Submission – Leaseholder x 1	I agree with FOPMI submission. I do not understand the urgency to renew leases, as mine does not expire until 2028. We only renewed our lease in 2014. A new lease would have to be very beneficial to us, as we would not surrender our current lease for a worse situation.	Acknowledgement of submission	Note the submission
80 (11/08/17)	Private Submission – Leaseholder x 2	We support and endorse with Friends of Point Moore Inc. submission that was drawn up with consensus of the majority of leaseholders. We sincerely hope that this is the end of this lease fiasco. We hope that for the remainder of our lives we will be left in peace and that the extensive renovations that have been done to this property will an advantage to our family.	Acknowledgement of submission	Note the submission
81 (11/08/17)	Private Submission – Leaseholder x 1	I required my cottage in early 1998 and moved in as a resident at the start of 2000. I accepted the new lease in 2007 to expire by 2028 at which time, if I survive that long, will be 90 years old. I see the current proposal as an opportunity for Council to say, “you can’t do this, you can’t do that, but it will cost you more and we won’t spend the excess at Point Moore”. That said, because of the greater good of young families within this community I support the efforts of FOPMI and will make my choice at the appropriate time.	Acknowledgement of submission	Note the submission
82 (09/08/17)	Private Submission – Non Leaseholder	I have rented a beach cottage at Point Moore for more than 8 years. I am a single mother with two children and this has been a very safe and secure place to raise my children. I could not have afforded to rent elsewhere in Geraldton with the high rents that were being asked. It has been very good to be able to live in affordable accommodation and live in a very safe place with my children. I have no plans to move out and will be greatly disadvantaged if new leases are approved and do not allow owners to rent out their cottages. The Point Moore beach cottages are an iconic part of Geraldton and many people are envious of the lifestyle but are put off by the lease situation.	Acknowledgement of submission	Note the submission

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		<p>A lot of people in the wider community are very supportive of the cottages being allowed to stay. However there are still a lot of people in the wider community who are not aware of the situation and are shocked when I talk to them about it. I support the Friends of Pt Moore submission.</p>		
<p>83 (10/8/17)</p>	<p>Private Submission – Leaseholder x 1</p>	<p>As a recent purchaser I was unaware of the ROETD report by the owner/occupant. I was under the impression I had a definite 8 years left on the lease which my family could utilize as a holiday cottage. I would like the 21 year lease (with triggers) starting from now but triggers clause starting after the current lease has ended (2025). Some points to consider.</p> <ul style="list-style-type: none"> *Septics pumped out every 12 months (with receipts) *Owners go 2 storey with septics and water tanks at owners cost as incentive eg. Fixed leases, cheaper rates etc. This could partially eliminate inundation and ground water contamination issue. *Trigger points require a measurement *\$250 demolition fee every 12 months *Ultimately would like a 21 year lease as a definite with no extension *CPI increase and decrease *If this is to do with potential lawsuits in the future what if owner/occupants sign a waiver for a fixed lease (21 year plus options after). That way they are fully aware of all the risks and live there knowing the potential outcomes anyone that does holiday accommodate must inform the occupants of the “hazards”. *Owners have chemical toilets fitted (tank storage, bio-degradable, must be emptied) at the cost to owner? 	<p>Acknowledgement of submission</p>	<p>Note the submission</p>