



Meeting attachments

Finance, Policy, Operations and Legislations Committee

Wednesday 13 April 2022 - 6pm



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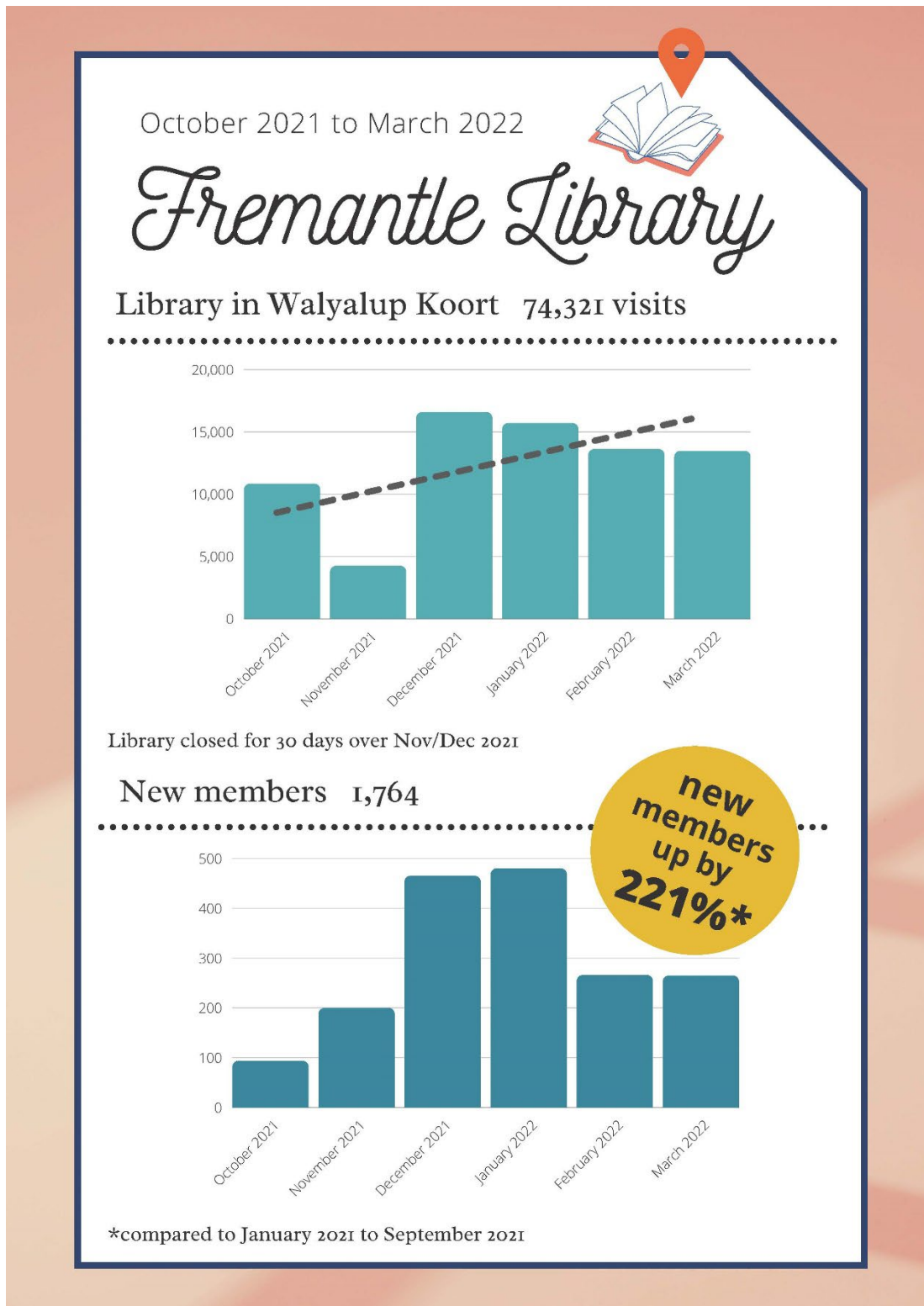
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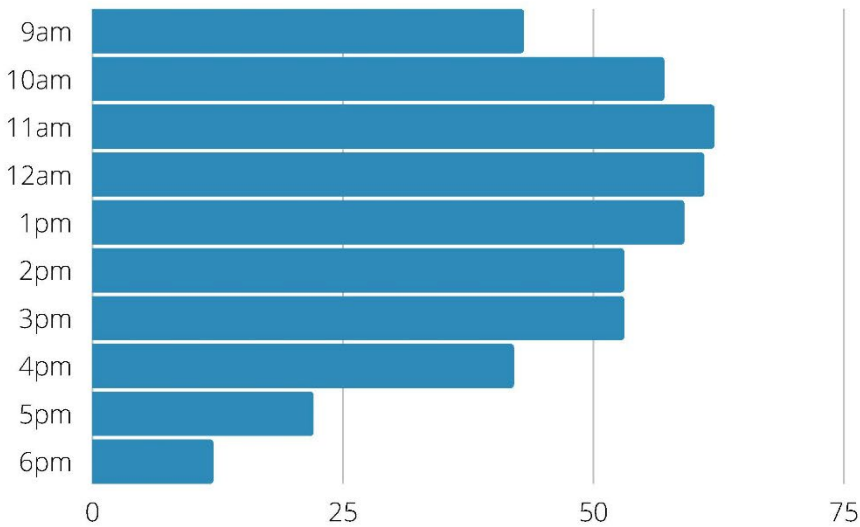


**FPOL2204-1 INFORMATION REPORT - FREMANTLE LIBRARY BI-ANNUAL
REPORT OCTOBER TO MARCH 2022**





What time do customers visit the library?



Average number of visitors per hour, Monday to Sunday



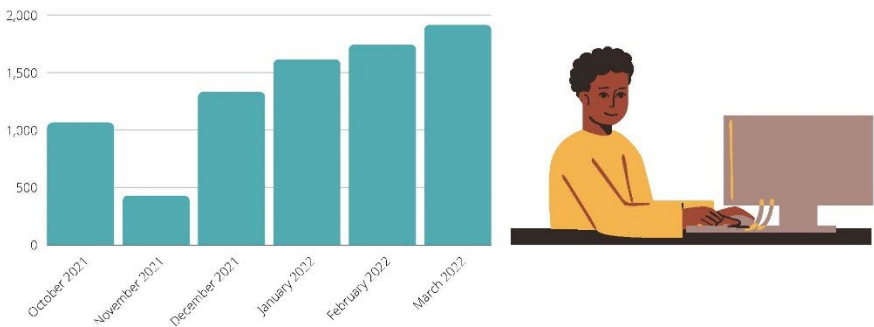
Providing essential community services

more than
350
people assisted
with MyGov and
ServiceWA

over
170
hours of free
tech help

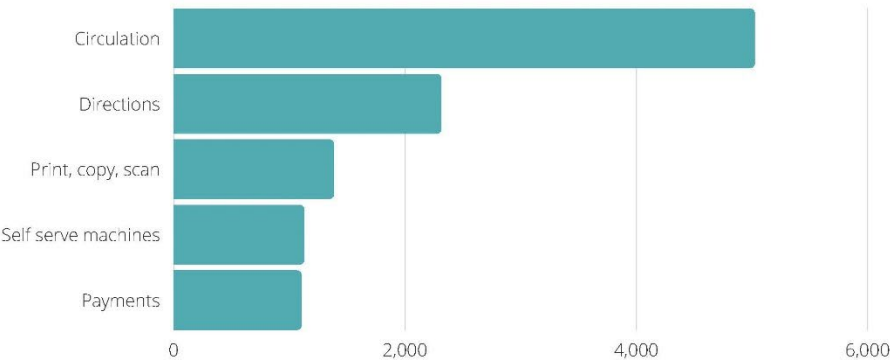


Public computer sessions 8,071

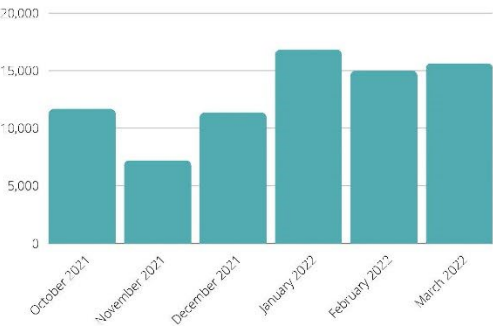


Customer enquiries 17,696

Top five queries for the period



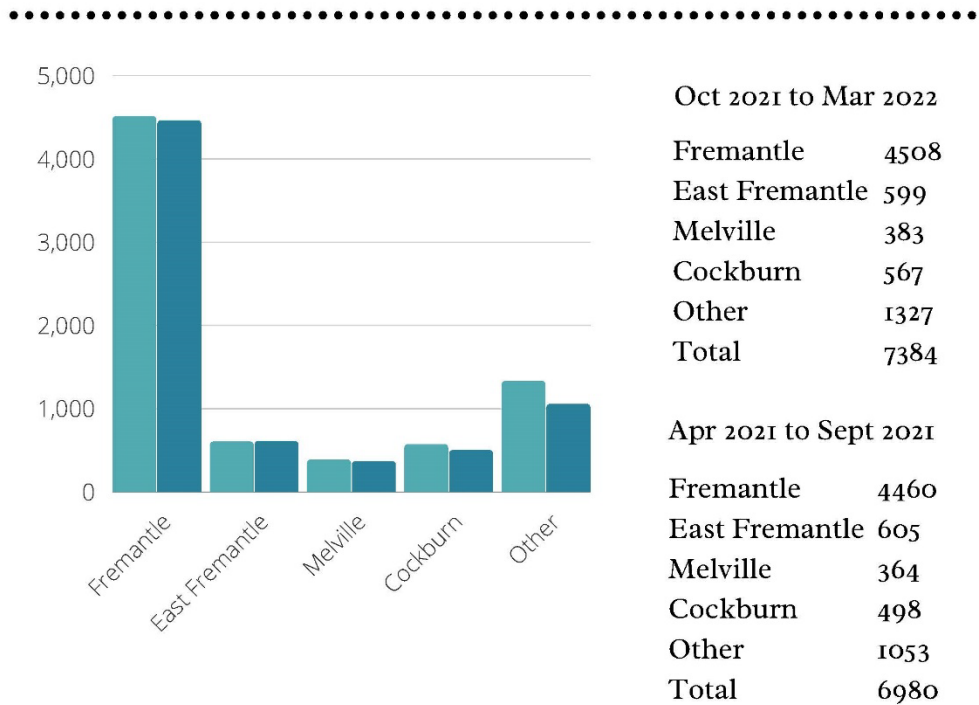
Loans 77,330



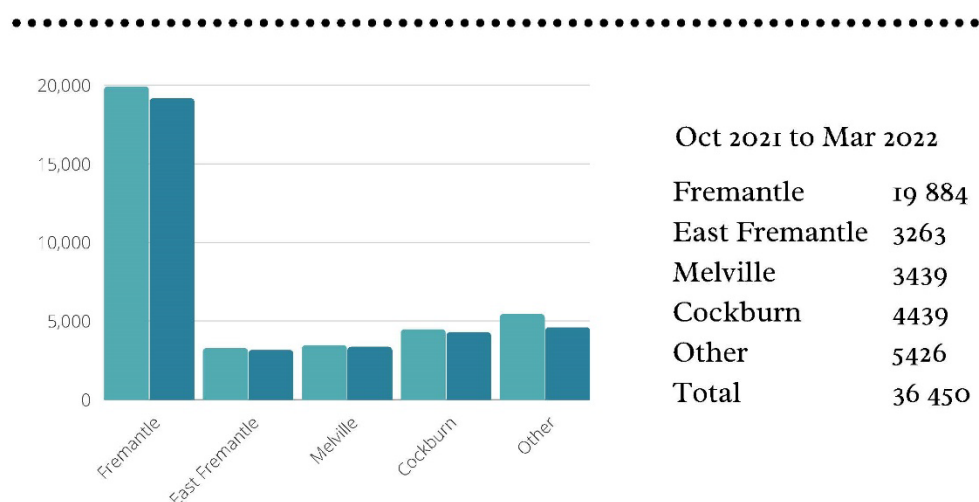


Total active membership

Members who have used library in past 2 years



Total membership 36,450





FPOL2204-2 WARD BOUNDARIES AND REPRESENTATION REVIEW - POSTPONEMENT



Local Government Reform **Stronger local democracy and community engagement**

Election and community engagement reforms are proposed to empower ratepayers to participate in local democracy and decision-making.



Direct Election of the Mayor or President

All electors in large local governments will be able to vote directly for the Mayor or President, giving ratepayers more power to choose the leadership of their council. This reflects a broader trend, with councils such as Stirling and Rockingham already having moved to a public vote for the election of their Mayors.



No Wards for Small Local Governments

Wards in small local governments can cover very limited areas, with small populations. This means that councillors are more likely to be elected unopposed, or with a very small number of votes. In line with a broader trend, it is proposed that wards for all small local governments be abolished.



Preferential Voting

Local government elected members will be elected by preferential voting, which is the same as State and Federal elections. Preferential voting ensures the elected council best reflects community views.



Reforms to Ensure Valid Candidate and Voter Eligibility

Rules for who is eligible to vote or run for council will be tightened, ensuring that only legitimate residents or businesses will be eligible. New laws will prevent candidates from using sham leases in council elections. The basis for why a candidate is eligible to run will also be required to be publicly disclosed.



Consistent Number of Elected Members

To increase consistency, the number of elected members on any council will be set based upon the population within that local government. The Local Government Panel Report recommended a number of elected members as follows:

- population of up to 5,000 – 5 councillors (including the President)
- population of between 5,000 and 75,000 – 5 to 9 councillors (including the Mayor/President)
- population of above 75,000 – 9 to 15 councillors (including the Mayor)



Community Engagement Charter

Local governments will be required to establish a Charter which sets out how it will engage with ratepayers and the community about the local government's proposed policies, initiatives, and projects. A model Charter will be published to assist local governments who wish to adopt a standard Charter.



Other Amendments

There are also more reforms proposed to further enhance local government democracy and community engagement, including proposed minor changes to the annual meeting.

To provide your feedback on these reforms, please email your comments to actreview@dlgsc.wa.gov.au by 4 February 2022.





FPOL2204-3 PRIVATE ROAD NAME – 119 HOPE STREET, WHITE GUM VALLEY

ATTACHMENT 1

City of Fremantle Road Names Register

All names are checked for suitability with the Landgate Geographic Names Committee (GNC) on-line form for preliminary approval. Names require FPOL and Ministers approval for use as a road name.

Fremantle Women	
RUDEFORTH	Fanny Rose Rudeforth (1885 - 1982), was better known as Sister Alice, devoted her life to helping the sick and disadvantaged. With her sister, Elsie, she took over the Methodist church in Gingin when the minister was called to the war in 1916. She joined the Fremantle Methodist Mission in 1923 working as a Sister of the People. Thirteen years later she set up her own non-denominational mission, visiting women working in brothels, prisoners at Fremantle, patients in hospital and aged homes including people she described as “the sad people on the river at Green Place”. She was made a Member of the order of the British Empire (MBE) in 1952 for social welfare service in Western Australia
PSC1506-17 – Council Meeting on 24/06/2015	Report to Council in 2015 with the background of 15 Women selected for their outstanding contributions to the Fremantle community including some of Fremantle’s early pioneers. Unfortunately, only 4 names met the Landgate GNC Guidelines. See part of the report included with a short history of each Woman together with a table showing Landgate compliance.
War Service - Fremantle	
BIDMEAD	Stanley Bidmead was born in St Peters, South Australia in 1897. At an early age his family moved to Fremantle. He attended Fremantle Boys School and became a Navy Cadet. During this time, his family were living in Watkins Street Fremantle. He died, aged 20, in a base hospital in France.
MCAPPION	Henry Edwards McAppion - lived in both South and North Fremantle - he served in Singapore with the 2/6th Field Park Company - taken prisoner of war by the Japanese and died on Sandakan death march 4th June 1945.
SPRATLEY	John Charles Spratley was born in Wokingham England and spent much of his early life in England before settling down in Fremantle with his wife. He served in the Boer War and when he enlisted into the Australian Imperial Force (AIF) in World War 1 he was working as a Bicycle Tyre Builder. At the time he was living at 29 Queen Victoria Street Fremantle. When he enlisted into the AIF he was assigned to the 11th Battalion and he embarked with them for service overseas. Charles Spratley died in Egypt on the 29th March 1915 after a short illness. He was the first Fremantle person to die on active service with the AIF during the First World War.
THORBJORNSEN	Charles Thorbjornsen - served as a soldier in the 2/11th Battalion from Fremantle who died defending Crete in May 1941 - His father was in the Fremantle Lumpers Union.
WRAGG	Albert Wragg was born in Fremantle and lived much of his life in the area. When the First World War broke out Albert was working as a miner but came back to his family home in John Street North Fremantle before enlisting. He served with the 11th Battalion AIF and fought with them in Gallipoli and France. Albert Wragg was killed in action on the 6 April 1917. He is buried near the small village of Morchies in France.



City of Fremantle Road Names Register

TURPIE	Flight Sergeant Eric Dudley Turpie of 467 Squadron was born at Fremantle in September 1923. He was the son of David and Marion Turpie, and had a sister, Joann. He attended school at White Gum Valley and Fremantle Boys' School. On leaving school, he was employed as a clerk at Fremantle Cold Storage in Beach Street and in his leisure time he liked to play cricket and football. Eric furthered his education by studying practical and maritime bookkeeping which he passed in July 1940. He enlisted in Perth in November 1941 just after he turned 18 and did his initial training at Victor Harbour in South Australia. He went to Point Cook and later to Ballarat training as a wireless operator air gunner, where he obtained his air gunner badge and was promoted to Sergeant in October 1942. Eric sailed from Melbourne in January 1943 and arrived in the United Kingdom in March. After further training he was promoted to Flight Sergeant in December 1943 and then posted to 467 Squadron in January 1944. Flight Sergeant Eric Dudley Turpie, service number 415595 of 467 Squadron, was killed in action on 26 February 1944 at Deufringen while flying in Avro Lancaster LL756 on a bombing raid over Germany. He was 20 years of age. Biography ref: Government of Western Australia Botanic Gardens & Parks Authority - https://www.bgpa.wa.gov.au/honour-avenues-plaques/1155-fs-gt-eric-turpie
Whadjuk Nyoongar Names	22 names Pending approval from the Walyalup Reconciliation Action Plan (WRAP) Reference Action Group – next meeting in June 2022
Historical Families and Workers	
BERGLUND	Andrew Olaf Berglund – early family of Beaconsfield – worked in Fremantle.
Sister City	
PENANG	Capital of Municipality. Reserve name approved 19/05/1983 in corr file 6101/1949 v2 p300.
YOKOSUKA	Sister City Reserve name approved 19/05/1983 in corr file 6101/1949 v2 p300.
FUNCHAL	Sister City since 1996
PADANG	Friendship City since 1996
SURABAYA	Friendship City since 1996
Other	
TRAWL	Trawl - is selected as a term used in the fishing industry with links to Fremantle. The Oxford Dictionary meaning of "Trawl" is the " <i>act of fishing with a trawl net or to drag or trail (something) through water</i> ".
SOUTHERNERS	Refers to the supporters, known as the ' <i>Southerners</i> ' barracking for South Fremantle Football Club, making a clear distinction not to be confused with traditional rivals – East Fremantle. The " <i>Southerners</i> " make up the largest membership in the present day WAFL competition.
Mighty	Refers to the ' <i>Mighty Bulldogs</i> ', the South Fremantle Football Club's nickname and common cry heard from South Fremantle supporters at Fremantle Oval.
SAPPHIRE	Precious gem stone – commonly blue in colour
CITRINE	Precious gem stone – commonly orange/yellow in colour



City of Fremantle Road Names Register

TORQUOISE	Precious gem stone – commonly turquoise (blue/green) in colour
AMETHYST	Precious gem stone – commonly purple in colour

Whadjuk Nyoongar Future Road Names

All PENDING comments/support from the Walyalup Reconciliation Action Plan (WRAP) reference Group who meet every 3 months. The next meeting will be in June 2022.

Name	Meaning	Pronounced	Landgate Check on 03/03/2022
KOBORI	Gathering		Passed
MANJAREE	Meeting Place		Passed
WANJOO	Welcolme		Passed
BALGA	Grass Tree		Passed
BIBBOOL	Paperbark		Passed
KARNO	Bush Potato		Passed
QUANDONG	Quandong, Palms		Passed
DANGKARAK	Wattle Bird		Passed
KANYINAK	Kingfisher		Passed
KOOLBARDI	Magpie		Passed
KOORDOOMAL	Cuckoo Fantail		Passed
KWIRLAM	Swamp Hen		Passed
MANITJ	White Cockatoo		Passed
NYARKLE	Seagull		Passed
WALITJ	Wedge Tailed Eagle		Passed



City of Fremantle Road Names Register

WETJ	Emu		Passed
QUOKKA	Quokka		Passed
YONGA	Grey Kangaroo		Passed
KAYA	Hello		Passed
DJERAN	<i>Autumn - April-May (Season of adulthood)</i>		Passed
DJIBA	<i>1st Spring - Aug-Sept (Season of conception)</i>		Passed
KAMBARANG	<i>2nd Spring - Oct-Nov (Season of birth)</i>		Passed

Whadjuk Nyoongar Future Road Names (lower case)

Original list below with names in lower case – duplicated above.

Name	Meaning	Pronounced	Landgate Check on 03/03/2022
Kobori	Gathering		Passed
Manjaree	Meeting Place		Passed
Wanjoo	Welcolme		Passed
Balga	Grass Tree		Passed
Bibbool	Paperbark		Passed
Karno	Bush Potato		Passed
Quandong	Quandong, Palms		Passed
Dangkarak	Wattle Bird		Passed
Kanyinak	Kingfisher		Passed
Koolbardi	Magpie		Passed
Koordoomal	Cuckoo Fantail		Passed
Kwirlam	Swamp Hen		Passed
Manitj	White Cockatoo		Passed
Nyarkle	Seagull		Passed
Walitj	Wedge Tailed Eagle		Passed
Wetj	Emu		Passed
Quokka	Quokka		Passed
Yonga	Grey Kangaroo		Passed
Kaya	Hello		Passed
Djeran	<i>Autumn - April-May (Season of adulthood)</i>		Passed
Djiba	<i>1st Spring - Aug-Sept (Season of conception)</i>		Passed



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City of Fremantle Road Names Register

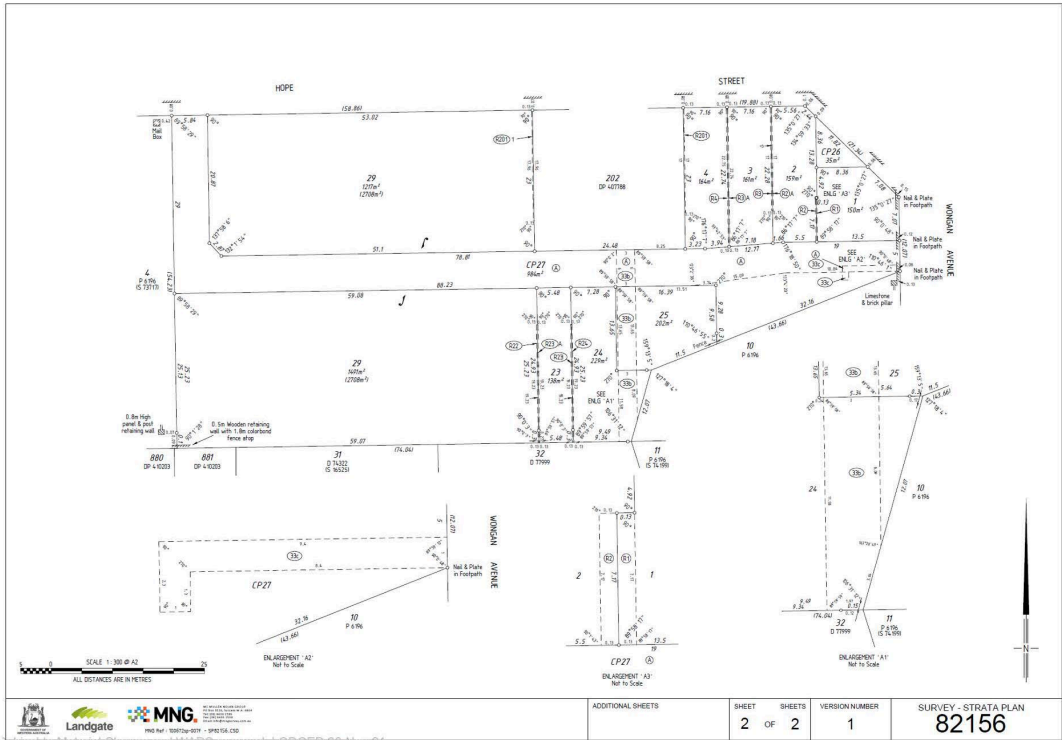
Kambarang	<i>2nd Spring - Oct-Nov (Season of birth)</i>		Passed
Total = 22			

To be included.

PSC1506-17 – Proposed new road names - Taken from the Council Minutes of 24 June 2015



ATTACHMENT 2 – Lodged Survey Strata Plan 82156 and Location Map



City of Fremantle Location Map





**FPOL2204-5 MANAGEMENT ORDER - PIONEER PARK RESERVE NO.
35677**

ATTACHMENT 1



Department of Planning,
Lands and Heritage

THE STATE OF WESTERN AUSTRALIA
(MINISTER)

AND

CITY OF FREMANTLE
(MANAGEMENT BODY)

**DEED IN RELATION TO MANAGEMENT ORDER FOR CITY OF
FREMANTLE
RESERVE 35677**

DEPARTMENT OF PLANNING, LANDS AND HERITAGE
Level 11, 140 William Street
PERTH WA 6000

Tel: (08) 6551 8002
File Ref: 02979-1978 Case: 2100883



THIS DEED IS MADE ON THE DAY OF 202

BETWEEN

THE STATE OF WESTERN AUSTRALIA ACTING THROUGH THE MINISTER FOR LANDS
a body corporate under the LAA, care of Department of Planning, Lands and Heritage, 140 William Street, Perth, Western Australia (**MINISTER**)

AND

CITY OF FREMANTLE of 70 Parry Street, Fremantle, Western Australia, 6160
(**MANAGEMENT BODY**)

RECITALS

- A. The Minister is authorised pursuant to section 46 of the LAA by order to place the care, control and management of a reserve for the same purpose as that for which the relevant Crown land is reserved under section 41 and for purposes ancillary or beneficial to that purpose, and on such terms and conditions as the Minister may determine.
- B. The Management Body has requested that the Minister make an order pursuant to section 46 of the LAA placing the care, control and management of the Reserve with the Management Body.
- C. The Minister has agreed to make an order to place the care, control and management of the Reserve with the Management Body on and subject to the provisions of the LAA, Annexure A MO Conditions and this Deed.
- D. The Management Body has accepted taking the care, control and management of the Reserve on the terms and conditions contained in the Annexure A MO Conditions and this Deed.

COVENANTS AND CONDITIONS

The Parties agree as follows:

1. DEFINED TERMS AND INTERPRETATION

1.1. LAA DEFINITIONS

Words and phrases defined in the LAA have the same meaning where used in this Deed.

1.2. MANAGEMENT ORDER DEFINITIONS

Words and phrases defined in the Annexure A MO Conditions, have the same meanings where used in this Deed and appear with an initial capital letter, except where expressly provided otherwise.

1.3. OTHER DEFINITIONS

In this Deed, unless the contrary intention appears:

Annexure A MO Conditions means the conditions set out in Annexure A of this Deed.

Deed means the deed constituted by this document and includes Annexure A MO Conditions.

Indemnified Parties means the Minister, the State, the Minister's Authorised Users and all officers, servants, agents, contractors, invitees and licensees of any of them.

(2594) Management Deed – Version 1.0 – October 2020



Interest Rate means the rate determined under section 8(1)(a) of the *Civil Judgments Enforcement Act 2004 (WA)* from time to time.

Parties means the Minister and the Management Body.

Relevant Land means the Reserve and Surrounding Area.

Surrounding Area means any land or water adjacent to or in the vicinity of the Reserve and the air generally above the Reserve, and includes any land or water which is an affected site within the meaning of that term as defined in the CSA in relation to the Reserve as the source site as that term is defined in the CSA.

Services means road access and all utility services including water supply, gas, sewerage, waste disposal, drainage, electricity, gas reticulation and telecommunication facilities to the Reserve.

1.4. INTERPRETATION

In this Deed, unless the context otherwise requires, the rules of interpretation defined in the Annexure A MO Conditions apply.

2. MANAGEMENT ORDER CONDITIONS

The Management Body:

- (a) accepts the care, control and management of the Reserve from the Commencement Date subject to any Encumbrance on the terms and conditions contained in the Annexure A MO Conditions and this Deed; and
- (b) covenants to observe and perform the Annexure A MO Conditions.

3. RISK AND ACKNOWLEDGEMENT

3.1. EXCLUSION OF WARRANTIES AND RISK

The Management Body acknowledges and agrees that:

- (a) it has inspected the Reserve;
- (b) in accepting care, control and management of the Reserve, the Management Body has not relied on any statement, representation or warranty (other than those implied by or deemed to have been given by law and which cannot be contracted out of) by or on behalf of the Minister or the State whether express or implied; and
- (c) it will occupy, use and keep care, control and management of the Reserve and any Improvement at its risk.

3.2. SUITABILITY AND SAFETY OF RESERVE

- (a) The Minister and the State do not represent or warrant that:
 - (i) the Reserve is suitable to be used for the Reserve Purpose;
 - (ii) any Improvements on the Reserve at the date of this Deed are suitable to be used for the Reserve Purpose; or
 - (iii) the Reserve may lawfully be used for the Reserve Purpose.
- (b) Without affecting the generality of clause 3.2(a):
 - (i) the Minister and the State do not represent or warrant that the zoning of the Reserve will allow the Reserve to be used for the Reserve Purpose, whether with the approval or permission of the relevant planning authority or otherwise; and



- (ii) it is the Management Body's responsibility to make its own enquiries about zoning, and the Management Body warrants that it has done so to its own satisfaction.

3.3. CONTAMINATION, POLLUTION OR ENVIRONMENTAL HARM

- (a) The Minister and the State make no representation or warranty concerning the existence or non-existence of Contamination, Pollution or Environmental Harm in relation to the Reserve.
- (b) The Management Body relies on its own investigations concerning the existence or non-existence of Contamination, Pollution or Environmental Harm in relation to the Reserve.
- (c) There is no obligation on the part of the State or the Minister to clear any rubbish from the Reserve.

3.4. SERVICES TO THE RESERVE

- (a) The Minister makes no representation or warranty as to the existence, suitability or provision of any Services to the Reserve.
- (b) There is no obligation on the State or the Minister to provide physical access to the Reserve nor any other Services nor to maintain or upgrade physical access or Services to the Reserve, if any.

4. REMEDY MANAGEMENT BODY'S DEFAULT

The Minister may:

- (a) but is not obliged to, remedy any default by the Management Body in performing or complying with the Annexure A MO Conditions provided the Minister has given the Management Body at least 10 business days' prior notice;
- (b) recover any costs or expenses incurred in remedying any default by the Management Body in performing or complying with any of the Annexure A MO Conditions including condition 4 of the Annexure A MO Conditions and such costs or expenses shall be a debt due by the Management Body to the Minister on demand. Interest is payable at the Interest Rate on any amount not paid within 14 business days of service of a notice of demand on the Management Body for that amount being the costs or expenses incurred by the Minister under clause 4(a) of this Deed.

5. INDEMNITY AND RELEASE

5.1. INDEMNITY

- (a) The Management Body agrees to indemnify and keep indemnified the Indemnified Parties from and against all Claims whatsoever which may at any time be brought, maintained or made against or incurred by all or any one or more of the Indemnified Parties in respect of:
 - (i) any destruction, loss (including loss of use), injury or damage of any nature or kind of or to property of any person whether or not on the Reserve including Improvements and including the property of:
 - (A) the Indemnified Parties;
 - (B) the Management Body, or the Management Body's Authorised Users; and
 - (ii) the death of, injury to or illness of, any person including:



- (A) the Indemnified Parties;
- (B) the Management Body or the Management Body's Authorised Users;
- (iii) the use of the Reserve by the Management Body or the Management Body's Authorised Users;
- (iv) any work carried out by or on behalf of the Management Body under this Deed;
- (v) the exercise or enjoyment or purported exercise or enjoyment of any of the rights conferred on the Management Body or the Management Body's Authorised Users under this Deed;
- (vi) any Contamination, Pollution or Environmental Harm in, on, under or to the Relevant Land caused or contributed to by the Management Body or the Management Body's Authorised Users;
- (vii) any remediation required in respect of the Relevant Land or otherwise having to comply with any Environmental Notice or any other notice received from any Governmental Agency arising from or relating to the use of the Relevant Land by the Management Body or the Management Body's Authorised Users;
- (viii) any default by the Management Body in the due and punctual performance of or compliance with any of the terms covenants and conditions contained in this Deed, or any other Written Law that applies to the exercise of the Management Body's rights in respect of the Reserve; or
- (ix) any negligent or other tortious act or omission of the Management Body or the Management Body's Authorised Users.
- (b) The obligations of the Management Body under this clause 5.1 are paramount and are unaffected by the obligation of the Management Body under Annexure A MO Conditions to take out insurance.

5.2. RELEASE

The Management Body:

- (a) agrees to use and keep the Reserve at its own risk;
- (b) releases, to the full extent permitted by law, the Indemnified Parties from:
 - (i) any liability which may arise in respect of any destruction, loss (including loss of use), injury or damage to property or death of, injury to, or illness of, any person, of any nature in or near the Reserve;
 - (ii) all Claims arising out of or in connection with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on, under or to the Relevant Land at any time throughout the duration of the Management Order; and
 - (iii) without limiting paragraph (i), destruction, loss, injury or damage to Improvements or personal property of the Management Body or the Management Body's Authorised Users.



6. TERM, TERMINATION AND ACCRUED RIGHTS AND OBLIGATIONS

6.1. TERM

The term of this Deed is from the date this Deed is executed by the Parties until cancellation of the Reserve over the Land under section 51 of the LAA.

6.2. TERMINATION

Subject to clause 6.1, this Deed may only be terminated by the Parties by agreement in writing.

6.3. CONTINUATION OF RIGHTS AND OBLIGATIONS UNDER THIS DEED

The rights and obligations under clauses 5.1 and 5.2 of this Deed continue after the termination or expiration of this Deed in respect of any act, deed, matter or thing occurring before the termination or expiration of this Deed.

7. SEVERANCE AND VARIATION TO THE ANNEXURE A MO CONDITIONS

The Parties agree that:

7.1. DEED

If any provision of this Deed is or becomes void, voidable by a party, unenforceable, invalid or illegal in any respect of the law, that clause (or that part of the clause) will be severed to the extent necessary and the remainder to remain in force.

7.2. ANNEXURE A MO CONDITIONS

If any condition of the Annexure A MO Conditions is or becomes void, voidable, unenforceable, invalid or illegal in any respect of the law, that condition (or that part of the condition) will be severed to the extent necessary and the Minister may, in the Minister's absolute discretion, vary the Annexure A MO Conditions to give effect to this clause.

8. ENTIRE AGREEMENT

To the extent permitted by law, in relation to its subject matter, this Deed including the Annexure A MO Conditions:

- (a) embody the entire understanding of the Parties, and constitutes the entire terms agreed by the Parties; and
- (b) supersede any prior written or other agreement of the Parties.



EXECUTED BY THE PARTIES AS A DEED

Signed for the STATE OF WESTERN AUSTRALIA
for and on behalf of the MINISTER FOR LANDS by

.....

.....
(print full name)

[Level Title], [Division]
Department of Planning, Lands and Heritage

pursuant to a delegation of the Minister for Lands' powers
under section 9 of the *Land Administration Act 1997*
in the presence of:

.....

.....
(print full name)

[Level Title], [Division]
Department of Planning, Lands and Heritage

[INSERT execution clause of Management Body]



ATTACHMENT 2

Annexure A

The Management Body agrees to comply with the following conditions in its care control and management of the Reserve.

1. Reserve Purpose

The Management Body may only use the Reserve for the Reserve Purpose.

2. Power to Lease etc

The Management Body does not have the power and may not lease or licence any part of the Reserve or otherwise deal with any interest in the Reserve.

3. Compliance with Written Laws

(a) The Management Body must comply with all Written Laws relevant to, and the requirements, notices or orders of any Governmental Agency having jurisdiction or authority in respect of:

- (i) use of the Reserve for the Reserve Purpose and any activities or services to be carried out for the Reserve Purpose;
- (ii) its care control and management of the Reserve;
- (iii) any Improvement to be placed, effected, constructed, erected or undertaken on the Reserve; and
- (iv) any works to be done on the Reserve or to any Improvement.

(b) Without limiting paragraph (a), the Management Body is to at all times during the currency of the Management Order:

- (i) obtain and comply with all Approvals required for any conduct, activity or use undertaken by the Management Body on the Reserve before that conduct, activity or use is undertaken;
- (ii) comply with the requirements of all Written Laws applicable to the use of any Improvement or management of the land comprising the Reserve including the *Aboriginal Heritage Act 1972*, *Bush Fires Act 1954*, the *Biodiversity Conservation Act 2016* and the EPA;
- (iii) comply with every Environmental Notice on becoming aware of it issued in respect of, arising from or relating to, the Management Body's care, control and management, use and occupation of the Reserve, whether the notice is served on the Minister or the Management Body; and
- (iv) have in place all necessary emergency plans, risk management and response procedures having regard to the type of activities to be undertaken on the Reserve and the number of the Management Body's Authorised Users involved.



- (c) The Management Body must notify the Minister immediately on becoming aware of:
 - (i) the existence of any Contamination, Pollution or Material Environmental Harm affecting the Relevant Land;
 - (ii) an Environmental Notice being served on the Management Body or any other person which relates to the Reserve; or
 - (iii) the making of a complaint to any person, including but not limited to, the Management Body or the commencement of proceedings against the Management Body relating to an alleged failure by the Management Body to observe or perform an obligation under an Environmental Law or Authorisation relating to the Reserve.
- (d) The Management Body will allow Authorised Persons onto the Reserve to carry out their powers, functions or obligations under a Written Law relevant to the land within the Reserve, the Reserve Purpose or conduct, activity or use undertaken by the Management Body on the Reserve or the care control and management of the Reserve.

4. Care of Reserve, Repair and Maintenance of Improvement

- (a) The Management Body shall perform all acts necessary to properly carry out its responsibility as a management body that has care, control and management of the Reserve and nothing in this Management Order is intended to limit its obligations in this regard.
- (b) The Management Body during the currency of the Management Order must not, nor permit the Management Body's Authorised Users, without the written consent of the Minister to:
 - (i) remove from the Reserve, or alter, any Improvement existing on the Reserve at the Commencement Date;
 - (ii) place, effect, construct, erect or undertake on the Reserve any Improvement; or
 - (iii) carry out any excavation or earth works in the Reserve.
- (c) The provisions of condition 4(b) will not apply to anything necessarily done for the purposes of repair, maintenance or otherwise incidental to the routine care control and management of the Reserve or to satisfy condition 4(e).
- (d) The Management Body, prior to commencing any excavation or works shall obtain all necessary Approvals and comply with all requirements of relevant Governmental Agency included in an Approval.
- (e) The Management Body must at all times at its cost repair, maintain and replace as required to keep in good order and safe condition:
 - (i) all Improvements necessary or associated with use of the Reserve for the Reserve Purpose; and
 - (ii) (save for Existing Interest Holder Infrastructure) all existing Improvements constructed within the Reserve.



5. Insurance

- (a) The Management Body must effect, maintain and keep current with an insurer authorised to carry on an insurance business under the *Insurance Act 1973* (Cth) and to the satisfaction of the Minister a public liability insurance policy (**Insurance Policy**), for the Insurance Amount for any one occurrence and unlimited in the aggregate during any one period of insurance and covers all Claims howsoever arising or caused, consistent with usual prudent commercial practice, including those in respect of:
 - (i) injury to, illness or death of, any person;
 - (ii) loss of (including the loss of use of), injury, damage, or destruction to any property including the Improvements; or
 - (iii) liability arising out of any Contamination, Pollution or Environmental Harm of or to the Relevant Land caused or contributed to by the Management Body or the Management Body's Authorised Users.
- (b) The Management Body must give to the Minister a copy of the certificate of currency for the Insurance Policy at the Commencement Date, and the Management Body is to submit evidence to the Minister on each anniversary of the Commencement Date, or as otherwise requested by the Minister, which shows that the Insurance Policy is still current.
- (c) The Management Body must not alter or vary the terms of the Insurance Policy without first notifying the Minister.
- (d) The Management Body must not, and must not permit any person to, do anything which adversely affects the continuation, validity, extent of cover, or ability to make a claim, under the Insurance Policy.

6. Service of notice on Management Body

Any notice or other document to be served on the Management Body will be served in accordance with section 274 of the LAA.

7. Service of notices on Minister

Any notice or other document to be served on the Minister may be effected:

- (a) by delivering the document personally to the offices of the Department at the address or such other address as is notified in writing to the Management Body by the Department; or
- (b) by sending the document by letter (by pre-paid post) to the address or by facsimile to the facsimile number of the Department or to any other address, facsimile number or electronic address or number subsequently notified in writing to the Management Body by the Department.

8. Revocation of Management Order

The Management Body agrees that:

- (a) for the purposes of section 50(1)(a) of the LAA the Minister may revoke this Management Order:
 - (i) if the Reserve or part of the Reserve is required for:
 - (A) a public work under the *Public Works Act 1902*;
 - (B) a public interest as determined by the Minister in accordance with section 50(2) of the LAA;



- (C) the purpose of the grant of any estate, interest, right, power or privilege in, over or in relation to the land comprised in the Reserve for the purpose of enabling the use or development of the land, or the doing of both of those things, in a way that, in the opinion of the Minister, confers an economic or social benefit on the State or the relevant region or locality,
provided that, the Minister gives the Management Body the Revocation Notice, unless the Management Body agrees to a lesser period, and the Management Body will be entitled to compensation from the Minister in accordance with the terms set out in section 204 of the LAA.
- (ii) without notice, if the Management Body:
 - (A) enters into any formal arrangement with any of its creditors, or an administrator or a receiver or a receiver and manager is appointed to any of its assets;
 - (B) being a body corporate, an order is made, or a resolution passed, for its winding up (except for the purposes of reconstruction or amalgamation);
 - (C) being a body corporate, is placed under official management under the *Corporations Act 2000 (Commonwealth)*;
 - (D) if it is an incorporated association, is wound up under or in accordance with the provisions of the *Associations Incorporation Act 2015*; or
 - (E) if the Management Body is an Aboriginal and Torres Strait Islander corporation under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 Cth* and a determination is made by the Registrar under that Act that the Management Body is to be under special administration.
- (b) on the revocation of this Management Order in accordance with 8(a)(ii), the Management Body will:
 - (i) remove any Improvement or any other property constructed or placed on the Reserve by the Management Body or the Management Body's Authorised Users as may be required by the Minister;
 - (ii) subject to condition 3(b)(i), reinstate the Reserve to the state and condition in which it was at the Commencement Date;
 - (iii) fill in, consolidate and level off any unevenness, excavation or hole caused by the Management Body or the Management Body's Authorised Users;
 - (iv) promptly make good any damage caused by the removal in condition 8(b)(i); and
 - (v) remediate any Contamination, Pollution or Environmental Harm to the Reserve or the Surrounding Area caused by the Management Body or the Management Body's Authorised Users or arising out of the Reserve Purpose.
- (c) on the revocation of this Management Order in accordance with 8(a)(i), the Management Body will (v) remediate any Contamination, Pollution or Environmental Harm to the Reserve or the Surrounding Area caused by the Management Body or the Management Body's Authorised Users or arising out of the Reserve Purpose.



9. Additional Provisions

9.1 Not Applicable.

10. Definition and Interpretations

10.1 Definitions

In this document, unless the context otherwise requires:

Authorised Persons means any officer, employee, agent, contractor or consultant of the State or person otherwise authorised by the State.

Approval includes a consent, authorisation, permit, licence, approval, agreement, certificate or exemption from, by or with a Governmental Agency or required under any Written Law and all conditions attached to it.

Claims means actions, claims, proceedings, suits, judgements, demands, losses, damages, costs and expenses (whether based in contract, tort or statute or otherwise howsoever arising or any combination thereof), including the costs of defending or settling any action, claim, proceeding, suit or demand.

Commencement Date means the date this Management Order is registered at the TLA Agency.

Contamination is the state of being contaminated as that term is defined in the CSA.

CSA means the *Contaminated Sites Act 2003*.

Department means the department principally assisting the Minister in the administration of the LAA from time to time.

Encumbrance means:

- (a) a statutory interest or an interest noted as an encumbrance on the certificate of Crown land title or qualified certificate of Crown land title (as the case may be) for the Reserve;
- (b) interest, right, title or power in respect of any Services in, on, over, through or under the Reserve; and
- (c) native title rights and interests.

Environmental Harm has the same meaning given to that term in the EPA.

Environmental Law means all planning, environmental, Contamination or Pollution laws and any regulations, orders, directions, ordinances or all requirements, permission, permits or licences issued thereunder.

Environmental Notice means any notice, direction, order, demand or other requirement to take any action or refrain from taking any action from or by any Governmental Agency, whether written or oral and in connection with any Environmental Law.

EPA means the *Environmental Protection Act 1986*.

Existing Interest Holder means the holder of any Encumbrance.

Existing Interest Holder Infrastructure includes any structure, fixture, fitting, pipeline, cable, equipment, or bituminised surface that an Existing Interest Holder has installed, constructed or placed within the Reserve from time to time in exercise of their rights under their interest.



Governmental Agency means any governmental, semi governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or statutory body corporate.

Improvement means:

- (a) building, structure, fixture and fitting or other improvement on the Reserve on the Commencement Date or thereafter placed, effected, constructed, erected or undertaken on the Reserve; and
- (b) any alterations, additions, replacements, renewal or restorations made to that building, structure, fixture and fitting or improvement referred to in (a); and
- (c) includes Services and Existing Interest Holder Infrastructure.

Insurance Amount means \$20,000,000.00.

LAA means the *Land Administration Act 1997*.

Management Body's Authorised Users means:

- (a) the officers, employees, agents, contractors, workmen, consultants of the Management Body;
- (b) the Management Body's lessees, sublessees, licensees, or persons authorised by them;
- (c) invitees of the Management Body; and
- (d) any person entering onto the Reserve with the express or implied authority of the Management Body.

Management Order means the LAA form 1023 for the Reserve together with this document.

Minister means the Minister for Lands, a body corporate continued under Section 7 of the LAA.

Minister's Authorised Users means all persons reasonably required or authorised or permitted by the Minister to use the Reserve and includes the Existing Interest Holders.

native title rights and interests has the meaning given in section 223 of the *Native Title Act 1993 (Cth)*.

Pollution means any thing that is pollution as that term is defined in the EPA and that is not authorised under any Written Law.

Reserve means the Reserve detailed in this Management Order.

Reserve Purpose means the purpose of the Reserve under section 41 of the LAA being at the Commencement Date, 'Park'.

Revocation Notice means 12 months notice of the proposed revocation.

Services means all utility services including water supply, gas, sewerage, waste disposal, drainage, electricity and telecommunications.

State means the State of Western Australia.

Surrounding Area means any land or water adjacent to or in the vicinity of the Reserve and the air generally above the Reserve, and includes an affected site within the meaning of that term as defined in the CSA.

TLA Agency means the agency or department responsible for the registration of dealings relating to land in the register kept pursuant to the *Transfer of Land Act 1893*



being, at the date of this Management Order, the Western Australian Land Information Authority a body corporate under the *Land Information Authority Act 2006* and known as "Landgate".

Written Law includes any requirement of any statute, regulation, proclamation, ordinance or by-law present or future whether State, Federal or otherwise.

10.2 Interpretations

In this document, unless the context otherwise requires:

- (a) headings or sub headings are inserted in for guidance only and do not govern the meaning or construction of any provision;
- (b) words expressed in the singular include the plural and vice versa;
- (c) a reference to "person" as the context requires means a natural person, a company, body corporate, or incorporated association;
- (d) a reference to the Reserve includes any part of the Reserve;
- (e) a reference to a business day means a day which is not a weekend day or public holiday in Western Australia;
- (f) a reference to the word "including" is deemed to be followed the words "but not limited to";
- (g) all acts and things the Minister is required or empowered to do under the Management Order may be done by a delegate of the Minister appointed under section 9 of the LAA; and
- (h) a reference to a Written Law includes any amendments, re-enactments or consolidations of the Written Law and any code or standard issued pursuant to that Written Law.



FPOL2022-6 ADOPTION OF THE COUNCIL AND COMMITTEE MEETING SCHEDULE FOR THE PERIOD OF JUNE 2022 TO JUNE 2023

City of Fremantle Schedule of Council and Committee meetings 2022/2023		
<p><i>Meetings open to the public will be held at the Walyalup Civic Centre, 151 High Street, Fremantle or via electronic means.</i></p> <p><i>The Audit and Risk Management Committee does not have the authority to make decisions on behalf of Council so its meetings are not open to the public.</i></p>		
June 2022		
Planning Committee	1 June	6:00 pm
Finance, Policy, Operations and Legislation Committee	8 June	6:00 pm
Audit and Risk Management Committee	15 June	5:30 pm
Ordinary Council Meeting	22 June	6:00 pm
July 2022		
Planning Committee	6 July	6:00 pm
Finance, Policy, Operations and Legislation Committee	13 July	6:00 pm
Ordinary Council Meeting	27 July	6:00 pm
August 2022		
Planning Committee	3 August	6:00 pm
Finance, Policy, Operations and Legislation Committee	10 August	6:00 pm
Audit and Risk Management Committee	17 August	5:30 pm
Ordinary Council Meeting	24 August	6:00 pm
September 2022		
Planning Committee	7 September	6:00 pm
Finance, Policy, Operations and Legislation Committee	14 September	6:00 pm
Ordinary Council Meeting	28 September	6:00 pm



October 2022		
Planning Committee	5 October	6:00 pm
Finance, Policy, Operations and Legislation Committee	12 October	6:00 pm
Audit and Risk Management Committee	19 October	5:30 pm
Ordinary Council Meeting	26 October	6:00 pm
November 2022		
Planning Committee	2 November	6:00 pm
Finance, Policy, Operations and Legislation Committee	9 November	6:00 pm
Ordinary Council Meeting	23 November	6:00 pm
December 2022		
Planning Committee	7 December	6:00 pm
Ordinary Council Meeting	14 December	6:00 pm
January 2023		
Planning Committee	11 January	6:00 pm
Finance, Policy, Operations and Legislation Committee	18 January	6:00 pm
Ordinary Council Meeting	25 January	6:00 pm
February 2023		
Planning Committee	1 February	6:00 pm
Finance, Policy, Operations and Legislation Committee	8 February	6:00 pm
Audit and Risk Management Committee	15 February	5:30 pm
Ordinary Council Meeting	22 February	6:00 pm



March 2023		
Planning Committee	1 March	6:00 pm
Finance, Policy, Operations and Legislation Committee	8 March	6:00 pm
Ordinary Council Meeting	22 March	6:00 pm
April 2023		
Planning Committee	5 April	6:00 pm
Finance, Policy, Operations and Legislation Committee	12 April	6:00 pm
Audit and Risk Management Committee	19 April	5:30 pm
Ordinary Council Meeting	26 April	6:00 pm
May 2023		
Planning Committee	3 May	6:00 pm
Finance, Policy, Operations and Legislation Committee	10 May	6:00 pm
Ordinary Council Meeting	24 May	6:00 pm
June 2023		
Planning Committee	7 June	6:00 pm
Finance, Policy, Operations and Legislation Committee	14 June	6:00 pm
Audit and Risk Management Committee	21 June	5:30 pm
Ordinary Council Meeting	28 June	6:00 pm