



AGENDA

Works Committee Agenda Tuesday, 24 February 2026 at 6:00 PM

Disclaimer

The purpose of this Council meeting is to discuss and, where possible, make resolutions about items appearing on the agenda.

Whilst Council has the power to resolve such items and may in fact, appear to have done so at the meeting, no person should rely on or act on the basis of such decision or on any advice or information provided by a member or officer, or on the content of any discussion occurring, during the course of the meeting. Persons should be aware that the provisions of the Local Government Act 1995 (section 5.25 (e)) establish procedures for revocation or rescission of a Council decision. No person should rely on the decisions made by Council until formal advice of the Council decision is received by that person.

The Town of East Fremantle expressly disclaims liability for any loss or damage suffered by any person as a result of relying on or acting on the basis of any resolution of Council, or any advice or information provided by a member or officer, or the content of any discussion occurring, during the course of the Council meeting.

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Procedure for Deputations, Presentations and Public Question Time at Council Meetings

Council thanks you for your participation in Council Meetings and trusts that your input will be beneficial to all parties. Council has a high regard for community input where possible, in its decision making processes.

<p>Deputations</p> <p>A formal process where members of the community request permission to address Council or Committee on an issue.</p>	<p>Presentations</p> <p>An occasion where awards or gifts may be accepted by the Council on behalf of the community, when the Council makes a presentation to a worthy recipient or when agencies may present a proposal that will impact on the Local Government.</p>
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Procedures for Deputations

The Council allows for members of the public to make a deputation to Council on an issue related to Local Government business.

Notice of deputations need to be received **by 5pm on the day before the meeting** and agreed to by the Presiding Member. Please contact Executive Support Services via telephone on 9339 9339 or email admin@eastfremantle.wa.gov.au to arrange your deputation.

Where a deputation has been agreed to, during the meeting the Presiding Member will call upon the relevant person(s) to come forward and address Council.

A Deputation invited to attend a Council meeting:

- (a) is not to exceed five (5) persons, only two (2) of whom may address the Council, although others may respond to specific questions from Members;
- (b) is not to address the Council for a period exceeding ten (10) minutes without the agreement of the Council; and
- (c) additional members of the deputation may be allowed to speak with the agreement of the Presiding Member.

Council is unlikely to take any action on the matter discussed during the deputation without first considering an officer's report on that subject in a later Council agenda.

Procedure for Presentations

Notice of presentations being accepted by Council on behalf of the community, or agencies presenting a proposal, need to be received by **5pm on the day before the meeting** and agreed to by the Presiding Member. Please contact Executive Support Services via telephone on 9339 9339 or email admin@eastfremantle.wa.gov.au to arrange your presentation.

Where the Council is making a presentation to a worthy recipient, the recipient will be advised in advance and asked to attend the Council meeting to receive the award.

All presentations will be received/awarded by the Mayor or an appropriate Councillor.

Procedure for Public Question Time

The Council extends a warm welcome to you in attending any meeting of the Council. Council is committed to involving the public in its decision making processes whenever possible, and the ability to ask questions during 'Public Question Time' is of critical importance in pursuing this public participation objective.

Council (as required by the **Local Government Act 1995**) sets aside a period of 'Public Question Time' to enable a member of the public to put up to three (3) questions to Council. Questions should only relate to the business of Council and should not be a statement or personal opinion. Upon receipt of a question from a member of the public, the Mayor may either answer the question or direct it to a Councillor or an Officer to answer, or it will be taken on notice.

Having regard for the requirements and principles of Council, the following procedures will be applied in accordance with the **Town of East Fremantle Local Government (Council Meetings) Local Law 2016**:

1. Public Questions Time will be limited to fifteen (15) minutes.
2. Public Question Time will be conducted at an Ordinary Meeting of Council immediately following "Responses to Previous Public Questions Taken on Notice".
3. Each member of the public asking a question will be limited to two (2) minutes to ask their question(s).
4. Questions will be limited to three (3) per person.
5. Please state your name and address, and then ask your question.
6. Questions should be submitted to the Chief Executive Officer in writing by **5pm on the day before the meeting and be signed by the author**. This allows for an informed response to be given at the meeting.
7. Questions that have not been submitted in writing by 5pm on the day before the meeting will be responded to if they are straightforward.
8. If any question requires further research prior to an answer being given, the Presiding Member will indicate that the "question will be taken on notice" and a response will be forwarded to the member of the public following the necessary research being undertaken.
9. Where a member of the public provided written questions then the Presiding Member may elect for the questions to be responded to as normal business correspondence.
10. A summary of the question and the answer will be recorded in the minutes of the Council meeting at which the question was asked.

During the meeting, no member of the public may interrupt the meetings proceedings or enter into conversation.

Members of the public shall ensure that their mobile telephone and/or audible pager is not switched on or used during any meeting of the Council.

Members of the public are hereby advised that use of any electronic, visual or audio recording device or instrument to record proceedings of the Council is not permitted without the permission of the Presiding Member.

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NOTICE OF MEETING

Elected Members

An Ordinary Meeting of the Works Committee will be held on 24 February 2026 at 6:00 PM in the Council Chamber, 135 Canning Highway, East Fremantle and your attendance is requested.



JONATHAN THROSSELL
Chief Executive Officer

AGENDA

1 DECLARATION OF OPENING OF MEETING/ANNOUNCEMENTS OF VISITORS

2 ACKNOWLEDGEMENT OF COUNTRY

"On behalf of the Council I would like to acknowledge the Whadjuk Nyoongar people as the traditional custodians of the land on which this meeting is taking place and pay my respects to Elders past, present and emerging."

3 RECORD OF ATTENDANCE

4 MEMORANDUM OF OUTSTANDING BUSINESS

5 DISCLOSURES OF INTEREST

6 PUBLIC QUESTION TIME

7 PRESENTATIONS/DEPUTATIONS

8 CONFIRMATION OF MINUTES OF PREVIOUS MEETING

8.1 WORKS COMMITTEE TUESDAY, 22 JULY 2025

OFFICER RECOMMENDATION

That the minutes of the Works Committee meeting held on Tuesday, 22 July 2025 be confirmed as a true and correct record of proceedings.

9 ANNOUNCEMENTS BY THE PRESIDING MEMBER

10 REPORTS

Reports start on the next page

10.1 TERMS OF REFERENCE REVIEW

Report Reference Number	WCR-390
Prepared by	Jacqueline Scott, Executive Manager Technical Services
Supervised by	
Meeting date	Tuesday, 24 February 2026
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	Attachment 1: Works Committee Terms of Reference – Oct 2023 Attachment 2: Works Committee Terms of Reference – Feb 2026 Draft

PURPOSE

The purpose of this report is for the Works Committee to consider updated Terms of Reference for adoption by Council.

EXECUTIVE SUMMARY

In accordance with the *Works Committee Terms of Reference – October 2023* (attachment 1), a review of the Works Committee Terms of Reference has been undertaken following the recent ordinary local government election cycle.

The proposed *Works Committee Terms of Reference – February 2026 Draft* (attachment 2) simplify and clarify the role of the Works Committee by strengthening its focus on strategic oversight and policy guidance, and by removing operational and administrative functions that sit within the statutory responsibilities of the Chief Executive Officer.

The proposed Terms of Reference align with the Local Government Act 1995 following recent Local Government Reform, support clearer separation of roles between Council and administration, and are consistent with the Town's approach to updating committee governance frameworks.

BACKGROUND

The recent Local Government Reform clarified the respective roles and responsibilities of Council, Council Members and Chief Executive Officers, reinforcing the separation between strategic governance and operational delivery within local governments.

The Works Committee Terms of Reference adopted in October 2023 included a broad scope of responsibilities, including consideration of a range of operational matters relating to the delivery and maintenance of Town assets and services.

A review of the Terms of Reference has identified opportunities to better align the Works Committee's role with contemporary governance expectations by refining its purpose, objectives and responsibilities to focus on strategic oversight, policy guidance and recommendations to Council, while clearly retaining operational accountability with the Chief Executive Officer.

CONSULTATION

The Terms of Reference are provided for comments and recommendations of the Works Committee.

STATUTORY ENVIRONMENT

Local Government Act 1995 Section 5.9 (2)(a), and Part 5 Subdivision 2.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

RISK IMPLICATIONS

RISKS

Risk	Risk Likelihood (based on history & with existing controls)	Risk Impact / Consequence	Risk Rating (Prior to Treatment or Control)	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Terms of Reference conflict with Legislative Requirements.	Possible (3)	Minor (2)	Moderate (5-9)	COMPLIANCE Minor regulatory or statutory impact	Accept Officer Recommendation

RISK MATRIX

Consequence		Insignificant	Minor	Moderate	Major	Extreme	
		1	2	3	4	5	
Likelihood	Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
	Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
	Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
	Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
	Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives: occupational health and safety, financial, service interruption, compliance, reputation and

environment. A risk matrix has been prepared and a risk rating is provided below. Any items with a risk rating over 16 will be added to the Risk Register, and any item with a risk rating over 16 will require a specific risk treatment plan to be developed.

RISK RATING

Risk Rating	6
Does this item need to be added to the Town’s Risk Register	No
Is a Risk Treatment Plan Required	No

SITE INSPECTION

Nil

COMMENT

The proposed Terms of Reference align with the Council’s role in leading the community, making decisions and setting strategic direction, and the CEO’s role in implementing the decisions and plans of Council, and with sole responsibility for the oversight of administrative functions.

The key changes between the Works Committee Terms of Reference include:

- clarification of the Works Committee’s purpose as a strategic advisory body providing oversight and policy guidance to Council;
- removal of operational and administrative responsibilities previously included in the Terms of Reference, consistent with the statutory role of the Chief Executive Officer;
- simplification of the structure and language of the Terms of Reference to improve clarity and usability for elected members; and
- confirmation of Council’s role in appointing the Presiding Member and Deputy Presiding Member of the Committee.

CONCLUSION

The Terms of Reference are recommended for endorsement.

CHOOSE AN ITEM. OFFICER RECOMMENDATION / COMMITTEE RESOLUTION

Committee Resolution Choose an item. Click or tap to enter a date.

OFFICER RECOMMENDATION:

The Works Committee recommends to Council the adoption of the Works Committee Terms of Reference as provided.

REPORT ATTACHMENTS

Attachments start on the next page

Attachment 1



Works Committee Terms of Reference

(October 2023)

Attachment 1

Version history

Version	Release Date	Author	Reason for Change
1.0	4/04/2022	CEO	New document
2.0	23/10/2023	EMTS	Update

Attachment 1

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Attachment 1

1 Interpretation

For the purpose of this document:

Chairperson means the chairperson of the Works Committee.

Committee means Town of East Fremantle Works Committee.

Council means the Council of the Town of East Fremantle.

Mayor means the elected Mayor of the Town of East Fremantle.

Member means a member of the Works Committee.

Town means the Town of East Fremantle.

2 Purpose

To make recommendations to Council in relation to matters falling within the responsibility of the Works Committee.

To support the success of Council's Integrated planning and reporting framework goals and objectives through the provision of strategic direction and informed decision making.

The Works Committee provides advice on strategic direction, priorities and policy principles related to the Committee function. The terms of reference outlines the function, structure, authority and reporting requirements of the Committee.

The objective/function of the Works Committee is to consider all issues relating to Town Assets and Works. The Committee shall have responsibility for consideration of all matters/issues related to all functions that fall within the respective directorate including but not limited to the following: -

Endorsement of engineering standards; traffic management; construction and maintenance, civil infrastructure; capital projects implementation and monitoring; roads, pathways and reserves; construction, maintenance and management of buildings and facilities; tender's process (works relate); operational works and services programs, capital works programs, streetscapes and landscaping, maintenance of parks, reserves and open spaces, protection of the environment (including River walls), waste management services, general infrastructure maintenance and renewal, residential parking schemes.

3 Roles and responsibilities

The role of the Works Committee includes but is not limited to the following functions:

- Capital Works Program
- Asset Management Planning
- Town Infrastructure Projects
- Parks & Open Space
- Civil Works
- Waste & Cleaning
- Property management
- Assistance with Annual Works Budget

Attachment 1

- Consideration of works budget for the forthcoming year including maintenance schedules, and the 5 year capital works plan
- Receive annual asset condition assessments
- Receive Asset Revaluation Reports, as applicable

4 Status of Committee

The Works Committee is a 'formal committee' of Council established under section 5.9 (2)(a) of the *Local Government Act 1995*.

Part 5, Subdivision 2 provides for committees including establishment and appointment of members. Part 5 Subdivision 3 of the Act provides for the quorum, voting, decisions and minutes of committees. The *Local Government (Administration) Regulations 1996* also make provisions in regards to committees.

5 Delegations

The Works Committee has no delegated authority. It may make recommendations to Council on all matters before it. These recommendations are submitted via the minutes of each meeting to Council for consideration.

The Committee does not have the power to incur expenditure, nor does it have the power to bind Council.

A decision of the Works Committee is to be made by a simple majority.

6 Membership

6.1 Overview

Council will appoint Committee members by *Absolute Majority*. Following each ordinary local government elections all previous appointments on committees are declared vacant in accordance with section 5.11 of the Act.

6.2 Council Members

The Committee shall comprise up to five (5) Council members.

All other Council Members are welcome to attend meetings of the Works Committee as observers and contribute to discussions but are not entitled to vote.

6.3 Chair and Deputy Chair

The Chairperson and Deputy Chairperson are elected by the Committee at the first meeting of the Committee following the biennial ordinary local government elections.

Attachment 1

6.4 Quorum

The quorum for the Works Committee is at least 50% of all members whether present or not (i.e., half the total members plus one).

In the event of a tied vote, the Chairperson will exercise a casting vote.

6.5 Term of office

Works Committee members are appointed for a period coinciding with the local government election cycle.

A member continues as a member of the Committee until the next general election of Council, or until the Committee is disbanded or completes its purpose in accordance with these Terms of Reference, if such event occurs before the next general local government election.

Any casual vacancy in membership is to be filled by Council appointment.

7 Other attendance

7.1 Community representation

The Chairperson, and/or the CEO may invite community representatives and/or technical specialists to specific meetings of the Works Committee in order to assist the Committee in the consideration of matters before it.

Such community representatives attend at the invitation of the Chairperson, are not entitled to vote, and may be requested to leave the meeting if confidential matters are before the Committee.

7.2 General public

The Works Committee meetings are generally open to the public unless the Presiding Member or Chief Executive Officer deems it necessary to proceed behind closed doors pursuant to Section 5.23 of the *Local Government Act 1995*.

8 Support

8.1 Specialist support

Council provides specialist information on the areas of interest to the Works Committee. Such information includes:

- Proposing strategic issues for consideration by the Committee.
- Background research on issues relevant to the Committee.
- Preparation of reports on issues to be considered in Committee meetings.

9 Meeting schedule

The schedule of the Committee meetings is to be adopted by Council each year for the following calendar year.

The frequency and location of meetings may be varied by the Chairperson in consultation with the Chief Executive Officer, following consideration of the matters before it and appropriate

Attachment 1

notification provided.

10 Meeting practices and procedures

All meetings of the Committee shall be open to the public unless resolved by the Committee to be closed to the public for the purpose of discussing a matter deemed to be confidential.

The administrative provisions of Town's *Meeting Procedures Local Law 2016* apply.

The minutes of each meeting are submitted to the next available Council Meeting with a view to the Committee's recommendations (if any) being considered.

10.1 Conduct and Conflict of Interest

Committee members are required by the *Local Government Act 1995* and the Town's adopted Code of Conduct in observing the requirements of declaring any proximity, financial or impartiality interests that relate to any matter to be considered at each meeting.

11 Document control

The Committee and these Terms of Reference will be reviewed each election cycle. Apart from any inconsequential editing, amendments to these Terms of Reference are to be approved by the Council.



Town of East Fremantle

Works Committee

Terms of Reference

Works Committee Terms of Reference

1. Interpretation

For the purpose of this document:

The Act means the *Local Government Act 1995* together with the subsidiary legislation in force.

CEO means the Chief Executive Officer or the Town of East Fremantle, or their delegate for the meeting,

Chairperson means the Presiding Member of the Works Committee, or where they are absent from a meeting the Deputy Presiding Member.

Committee means the Town of East Fremantle Works Committee

Council means the Council of the Town of East Fremantle

Town means the Town of East Fremantle

2. Purpose

The Works Committee is established to support the success of the Town's Integrated Planning and Reporting Framework by providing strategic oversight and policy guidance recommendations to Council on matters relating to the planning, delivery, maintenance, and sustainability of the Town's infrastructure assets.

3. Status of Committee

The Works Committee is a 'formal committee' of Council established under Section 5.9 (2)(a) of the Act and is subject to all relevant requirements of the Act. Including Part 5, Subdivision 2 that provides for Committees and their meetings.

4. Objectives

The Works Committee Objectives are to:

- review the capital works programs and asset management strategies recommended by administration and make recommendations to Council;
- monitor the progress of major infrastructure projects;
- provide strategic input into the development of transport, drainage, and public realm improvements;
- ensure due consideration of economic, social, and environmental sustainability; and

Works Committee Terms of Reference

- ensure alignment with the Town's Strategic Community Plan, Long-Term Financial Plan.

5. Authority

The Committee is an advisory body and does not have delegated authority to make decisions on behalf of Council. Recommendations are referred to Council for resolution.

The Committee does not have the power to incur expenditure, nor does it have the power to bind Council.

A decision of the Works Committee is to be made by simple majority.

6. Composition

The Committee will comprise five (5) elected members in total appointed by Council.

A Presiding Member and Deputy Presiding Member are appointed by Council from the appointed Elected Members.

Any casual vacancy in membership is to be filled by Council appointment.

Non-voting attendees will include: CEO, Executive Manager Technical Services, relevant officers, and external advisors as required.

7. Meetings

Held quarterly or as required.

The Presiding Member will act as the Chairperson at meetings, with those duties falling to the Deputy Presiding Member in their absence.

The frequency of the meetings may be varied by the Presiding Member in consultation with the Chief Executive Officer.

Quorum: 50% of voting members plus one.

Minutes and agendas to be prepared in accordance with the Act and the Town's Meeting Procedure Local Law.

8. Responsibilities

The responsibilities of the Works Committee are to:

Works Committee Terms of Reference

- consider annual and long-term capital works programs and make recommendations to Council;
- consider asset management plans and policies, with a focus on lifecycle sustainability, and make recommendations to Council;
- consider and provide input to proposed: improvements to service delivery, operational efficiency, and environmental performance and related policies and make recommendations to Council;
- support grant applications and funding strategies for infrastructure, including those with sustainability outcomes;
- receive updates on the delivery of infrastructure maintenance including roads, footpaths, drainage, parks, buildings and fleet;
- consider community feedback on infrastructure and environmental priorities; and
- perform other activities related to these terms of reference as requested by the Council.

9. Other Attendance

All other Council Members are welcome to attend meetings of the Works Committee as observers and contribute to discussions but are not entitled to vote.

The Works Committee meetings are generally open to the public unless the Chairperson or Chief Executive Officer deems it necessary to proceed behind closed doors, pursuant to Section 5.23 of the Act.

The Chairperson, and/or the CEO may invite community representatives and/or technical specialists to specific meetings of the Works Committee in order to assist the Committee in consideration of matters before it. If required, such persons may be permitted to remain should the meeting proceed behind closed doors.

10. Reporting

The Committee reports to Council through formal meeting minutes and recommendations.

Works Committee Terms of Reference

11. Review

These Terms of Reference will be reviewed **after** each ordinary election cycle or **as required** by Council.

DRAFT

END OF REPORT – Do not delete anything on or below this line

10.2 CAPITAL WORKS 2025 2026 - STATUS

Report Reference Number	WCR-396
Prepared by	Jacqueline Scott, Executive Manager Technical Services
Supervised by	
Meeting date	Tuesday, 24 February 2026
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	1 25/26 Capital Works Project Program

PURPOSE

This report provides an update on the progress of the 2025/26 works program to support informed strategic oversight by Council and the Works Committee.

EXECUTIVE SUMMARY

The approved 2025/26 Works Program totalled \$2.87m and is being delivered under significant resourcing, market and timing constraints. Delivery constraints have required prioritisation of essential and time-critical works, with lower-priority projects deferred or rescheduled. The program has been deliberately rescoped to address the Town's forecast budget deficit, with a number of projects deferred, delayed or descoped. This resulted in a project municipal fund saving for 2025/26 of \$293,308.

BACKGROUND

The approved 2025/26 works program consisted of projects with a combined total of \$2,869,610.

The works program was developed in accordance with the Strategic Capital Plan and Corporate Business Plan and endorsed by Council on 24 June 2025. The schedule to deliver the works program (Attachment 1) was built on the expectation that the Contracts Coordinator Position would be filled and would be a primary resource supporting the delivery.

CONSULTATION

Targeted consultation has been undertaken with relevant agencies and stakeholders in relation to roadworks, grant-funded projects, environmental approvals and sporting infrastructure. Further consultation will occur during detailed project planning and implementation as required.

STATUTORY ENVIRONMENT

Local Government Act 1995
Local Government (Functions and General) Regulations 1996

POLICY IMPLICATIONS

Purchasing Policy 2.1.3

FINANCIAL IMPLICATIONS

Sub-Program	Original Budget	Forecast Cost	Projected Municipal Fund Saving
Plant & Equipment	\$254,769	\$157,961	\$96,808
Buildings	\$1,077,925	\$1,112,425	-\$34,500
Infrastructure – Roads*	\$360,000	\$0	\$0
Infrastructure - Drainage	\$77,148	\$82,148	-\$5,000
Infrastructure - Parks & Ovals	\$925,188	\$734,188	\$191,000
Infrastructure - Footpaths	\$224,580	\$179,580	\$45,000
Other Projects	\$137,408	\$137,408	\$0
TOTALS	\$3,057,018	\$2,403,710	\$293,308

* Project fully Grant Funded

STRATEGIC IMPLICATIONS

The project program delivers on a number of objectives of the Corporate Business Plan and the Strategic Community Plan, as provided for through the Annual Budgetary Process.

RISK IMPLICATIONS

RISKS

Risk	Risk Likelihood (based on history & with existing controls)	Risk Impact / Consequence	Risk Rating (Prior to Treatment or Control)	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Delays to program arising from circumstances outside of the Town’s control	Likely (4)	Minor (2)	Moderate (5-9)	FINANCIAL IMPACT \$10,000 - \$50,000	Control through improved program management controls.

RISK MATRIX

Consequence		Insignificant	Minor	Moderate	Major	Extreme	
		1	2	3	4	5	
Likelihood	Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
	Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
	Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
	Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
	Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives: occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared, and a risk rating is provided below. Any items with a risk rating over 16 will be added to the Risk Register, and any item with a risk rating over 16 will require a specific risk treatment plan to be developed.

RISK RATING

Risk Rating	9
Does this item need to be added to the Town’s Risk Register	No
Is a Risk Treatment Plan Required	No

SITE INSPECTION

Multiple site visits have been undertaken for the delivery of projects within the program.

COMMENT

The 2025/26 capital works program has been delivered in a constrained environment characterised by limited internal resourcing, a highly constrained contractor market, and external timing pressures associated with the Fremantle Traffic Bridge closure and the election caretaker period. These factors materially affected delivery capacity and required a deliberate prioritisation of essential and time-critical projects, with lower-priority works deferred or rescheduled where this could be done without unacceptable asset or service risk.

The absence of a Contracts Coordinator for much of the year significantly reduced the Town’s capacity to administer capital projects, with responsibilities absorbed by existing technical staff alongside core operational duties. This constraint necessitated a rigorous, resource-driven approach to program management. A temporary part-time Contracts Coordinator commenced in January, with current efforts focused on stabilising delivery and progressing priority projects.

In response to these delivery pressures, a range of mitigation strategies have been actively applied to support program delivery and manage risk. These have included the targeted reallocation of internal technical resources to high-risk and time-critical projects, the selective use of external resources to supplement internal capacity, revised scheduling to align works with external dependencies and market conditions, and enhanced monitoring to identify delivery risks early and escalate issues as required.

In parallel, and in response to Council’s direction to address the forecast budget deficit, the program was deliberately rescope through targeted deferrals and identified cost savings. This approach prioritised the continuation of grant-funded, safety-critical and investigative works, while deferring projects that can be safely rescheduled and that will better inform future capital prioritisation.

Prevailing market conditions further influenced delivery outcomes, with several procurement processes not attracting suitable submissions within required timeframes. These outcomes have informed proposed changes to the structure, timing and packaging of future capital works to improve deliverability and value for money in future programs.

The status of individual projects, including progress, deferrals, budget outcomes and project expenditure risk, is detailed in Attachment 1. Capital expenditure across the program to date remains well below the year-to-date forecast, reflecting resourcing constraints and the prioritisation of key projects. As is typical for construction projects, the majority of costs for these key projects are incurred during the construction phase; accordingly, expenditure alone does not provide a clear indication of overall progress. Just under \$1million is expected to be invoiced by the end of Q3.

Despite significant progress the prioritised projects have not yet resulted in significant expenditure. In order to provide additional clarity, the outstanding expenditure forecast in the attachment outlines when the bulk of project expenditure is expected to occur and applies a traffic-light system to indicate delivery risk. Green denotes projects where procurement and scheduling are sufficiently advanced to provide confidence in

delivery, amber indicates procurement or design is still in progress, and red identifies projects that remain at risk of delivery.

The 2025/26 experience highlights that the Town's capital delivery capacity remains fragile and person-dependent. While the mitigation measures applied have addressed short-term pressures and supported delivery of priority works, sustained delivery of a capital program of this scale requires more stable contract administration capacity and a more tightly constrained, capacity-aligned capital program going forward. This should inform future budget development, workforce planning and capital program structuring.

CONCLUSION

Status of the 2025/26 Capital Works Program

The 2025/26 capital works program is being delivered in an environment of constrained internal resourcing, limited market capacity, and external timing pressures associated with the Fremantle Traffic Bridge closure and the election caretaker period. The status of the program reflects these conditions rather than a lack of strategic oversight, with essential and time-critical projects prioritised and lower-priority works deferred or rescheduled where required.

Budget Reductions and Deferrals as a Deliberate, Risk-Managed Response

The proposed budget reductions and project deferrals represent a deliberate and risk-managed response to both delivery constraints and the requirement to address the forecast budget deficit. Deferrals have been applied selectively to projects that can be safely rescheduled without unacceptable asset or service risk, while investigative works and grant-funded projects continue to support informed decision-making and future prioritisation. This approach balances financial sustainability with the need to maintain visibility of asset condition and emerging renewal pressures.

Future Capital Program Alignment to Capacity and Risk

Experience in 2025/26 demonstrates the need for future capital programs to be more tightly aligned to achievable delivery capacity and prevailing market conditions. Sustained delivery of a ~\$3 million annual capital program requires stable contract administration capacity and more deliberate program structuring, staging and timing. A more constrained, prioritised capital program will reduce delivery risk, improve value for money, and retain organisational capacity to respond to emerging or urgent asset failures, particularly in asset classes showing accelerated deterioration.

CHOOSE AN ITEM. OFFICER RECOMMENDATION / COMMITTEE RESOLUTION

Committee Resolution Choose an item. Click or tap to enter a date.

OFFICER RECOMMENDATION:

That the Works Committee:

- **Notes the update on the status 2025/2026 Works Program.**
- **Endorse the proposed budget reductions and deferrals for referral to Council in the mid-year budget review as a deliberate, risk-managed intervention**
- **Endorse more constrained, capacity-aligned capital program going forward.**

REPORT ATTACHMENTS

Attachments start on the next page



2025/26 Works Projects Program

PROJECT	Outstanding Expenditure Forecast	COMMENT
Plant & Equipment		
Ford Ranger Diesel Space Cab	Q4	Delivery Pending
Toyota Hilux Dual Cab Ute	Complete	Complete
Ford Ranger Dual Cab Ute	Q4	Delivery Pending
Ford Ranger Single Cab Auto Diesel 4x2	Q4	Delivery Pending
Isuzu Truck		Deferred as a budget saving
Variable Message Board (disposal only)	Q4	Disposal to align to Ute disposals
Dovenby House EV Charger Upgrade	on hold	On Hold Pending Western Power Works
Buildings		
General Allocation	Q4	In Progress - major works to Camp Waller, Depot Airconditions, Compliance upgrades at Tricolore and other minor maintenance
Solar and Battery Installation	Q3/4	Tender Assessment in Progress
EFCP - Miscellaneous Works	Q3/4	Croquet Lawn rectification and handrail works under final review pending award.
Tricolore Windows Ballustrades	Complete	Completed under budget
Infrastructure - Roads		
Riverside Road (SYC to Wayman Rv)		
Infrastructure - Drainage		
Drainage - River Outlet Reduction and GPTs	Q4	Works limited to investigation phase only to support future scoping as a budget saving
Preston Pt Rd - Pipe to river above carpark	Q4	Works limited to investigation phase only to support future scoping as a budget saving
Camp Waller - Drainage upgrade from accessway	Q4	To be delivered in-house
Boat Ramp - Upgrade pits and clean out sumps	Q4	To be delivered in-house
Infrastructure - Parks & Ovals		
General Allocation	Q3/4	Replaced lights at Merv Cowan - routine park furniture replacement - remainder to playground replacements
Drink Fountains	Q3	Pending installation
Glasson Park - Limestone Wall Replacement	Q4	Seeking quotes
Flood-lighting Upgrade - Wauhop Park	Q4 (c/o risk)	Concept to be updated - funding agreement finalised for signing
Irrigation Maintenance	Q4	descope as a budget saving
Ulrich Playground Replacement	Q4	Propose Design Only - purchase of equipment deferred to 26/27 as a budget saving
Norm McKenzie Riverwall Upgrade (Op Project)	Q3/4	In Construction Phase
Public Art Installation - EFCP	on hold	On Hold - separate consultation with Council proposed
WA Tree Recovery Replacement (Op Grant)	Q4	Tree stock ordered - planting to be undertaken in winter planting season.
Infrastructure - Footpaths		
Riverside Road (Nth), adj Wayman Rv		Project deferred after unsuccessful procurement process
Preston Point Road -Pier St & Woodhouse St	Q3/4	Award Pending
Preston Point Road (West) - Bolton St & Pier St	Q3/4	Award Pending
Moss Street - Canning & George St	completed	Works Completed under budget
Other Projects		
Jerrat Drive Cycle Lane Concept	Q4	Design Scope in preparation
Mooring Pens Maintenance	Q3/4	Ongoing - Refer to full report for further detail

END OF REPORT – Do not delete anything on or below this line

10.3 BULK VERGE COLLECTIONS

Report Reference Number	WCR-394
Prepared by	Hayley McCulloch, Operations Coordinator
Supervised by	Jacqueline Scott, Executive Manager Technical Services
Meeting date	Tuesday, 24 February 2026
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	1. Verge Valet Quote & Information – Confidential

PURPOSE

The purpose of this report is for the Works Committee to consider the future service delivery of bulk verge waste collections.

EXECUTIVE SUMMARY

A review is required for bulk verge waste collection arrangements to ensure service continuity, value for money through reduced procurement risk, improved service flexibility, and greater equity of access, and resident satisfaction.

Four delivery models have been considered:

1. Scheduled loose-on-verge collections (current model),
2. On-demand, loose-on-verge collections,
3. Skip bin on-demand, and
4. Removal of bulk verge collections with increased alternative service provisions.

Recent procurement cycles have experienced limited market participation, creating uncertainty around contractor availability, cost competitiveness, and timely mobilisation for the next financial year, and significantly constraining the range of practicable service delivery options available to the Town. Community expectations for convenient bulk waste solutions remain high, with differing needs across households (e.g., properties with large gardens versus minimal green waste).

Following the review Option 2 utilising the WMRC Verge Valet service is recommended for a two-year trial period.

BACKGROUND

Historically, the Town has provided three (3) scheduled loose-on-verge bulk waste collections per financial year:

- One (1) bulk verge collection for white/metal goods; and
- Two (2) bulk verge collections for green waste.

The availability of suitable contractors to deliver this service is limited and has become more so in the immediate past years. This has resulted in increased collection costs, reduced ability to negotiate preferred collection weeks in recent years, and a rise in resident complaints.

Bulk verge collections and associated waste services have not been comprehensively reviewed since the introduction of the kerb side three-bin FOGO system in 2019.

In addition to the kerb side three-bin system and bulk verge collections, the Town provides several other waste management services to residents, including:

FREMANTLE RECYCLING CENTRE

In addition to the verge collections, residents can drop unlimited amounts of green waste (1 trailer load per day) and up to 4 trailer loads of bulk goods to the Fremantle Recycling Centre each financial year.

Residents can also drop-off unlimited amounts of cardboard, polystyrene, batteries, light globes, used oil and a range of other recyclables for free. Fees apply for special items such as mattresses and tyres.

CITY OF COCKBURN HENDERSON WASTE RECOVERY PARK

Residents also receive 1x tip pass per financial year to use at City of Cockburn, Henderson Waste Recovery Park for eligible household waste or green waste.

CONSULTATION

Formal community consultation has not been undertaken due to the lack of viable alternative service delivery options identified in the review as well as the ongoing operational uncertainty associated with the current scheduled bulk verge collection model.

The recommended approach has instead been informed by ongoing customer service enquiries, complaints, and feedback received by the Town regarding the reliability, timing, and value of the existing service. It is clear that there is already significant community dissatisfaction with the current model. The Town has received multiple unsolicited queries from residents specifically asking why the Town doesn't already use this service, so it is understood there would be an appetite for change.

The proposed on-demand model is considered to best respond to the concerns already raised by residents, particularly in relation to service certainty and timing, while also providing greater service flexibility and improved responsiveness to resident needs. A two-year trial period is the minimum required. It is proposed that community engagement for the trial be undertaken at the Inform level of the IAP2 Public Participation Spectrum, with targeted communication provided throughout the trial period and a more comprehensive review and engagement process occurring at the conclusion of the two-year trial.

Should the trial proceed, a comprehensive community education and communication program will be required to support the transition and ensure residents understand the benefits supporting the change and how to access and use the new service.

STATUTORY ENVIRONMENT

The Town is required to provide waste services in accordance with its general functions under the *Local Government Act 1995* and applicable environmental legislation, and to ensure services are delivered in a safe, equitable and environmentally responsible manner. Whilst bulk waste collections are not a specific statutory obligation the proposed service delivery options are consistent with these obligations.

POLICY IMPLICATIONS

The proposed trial of an on-demand bulk verge collection service is consistent with the Town's waste management objectives, including improving service efficiency, encouraging responsible waste disposal, and supporting resource recovery. No amendments to existing policies are proposed at this stage. Should the trial proceed, any long-term changes to service delivery models would be considered as part of a future review and policy alignment process.

FINANCIAL IMPLICATIONS

The current scheduled bulk verge collection service is estimated to cost approximately \$180,000 per annum at 2026/2027 rates, inclusive of collection and disposal costs for bulk waste streams. These costs provide a like-for-like comparison with alternative service models.

Projected Service Costs		
	2025/2026*	2026/2027#
Hard Waste Collection	\$49,000.00	\$51,450.00
Hard Waste Disposal	\$32,000.00	\$33,600.00
Mattresses Disposal	\$4,800.00	\$5,040.00
Green Waste Collection 1	\$28,000.00	\$29,400.00
Green Waste Collection 2	\$28,000.00	\$ 29,400.00
Green Waste Disposal (Total)	\$8,000.00	\$ 8,400.00
E-Waste Disposal	\$1,000.00	\$1,050.00
Henderson Tip Passes	\$20,000	\$21,000.00
Total	\$170,800.00	\$179,340.00

**final costs are estimated, as only 1x green collection has been done as of February 2026*

CPI increase of 5% assumed for 26/27 financial year.

Under an on-demand Verge Valet service, costs are incurred on a per-collection basis only, with pricing inclusive of collection, haulage, processing and disposal (Confidential Attachment 1). As a result, total annual expenditure is dependent on resident uptake rather than a fixed number of scheduled collections. Based on indicative uptake data from comparable local governments and an estimated 3,250 residential properties, the expected annual cost of Verge Valet is of a similar order of magnitude to the current service, with total expenditure varying depending on the number of collection allocations approved per residence. The cost of the service in financial year 2026/27 is estimated at \$185,300. This is based on the verge valet uptake at those Local Government’s most closely aligned by housing type and bin system. Noting that the pricing assumes that the Henderson Tip Passes would be withdrawn as part of this model due to the increased flexibility of an on-demand service.

While the Verge Valet model is not forecast to deliver direct cost savings when compared to the current service, it provides improved value for money through reduced procurement risk, greater flexibility in service delivery, and a more equitable and responsive service for residents. The proposed two-year trial allows the Town to better understand actual service uptake and cost drivers before determining a long-term service model. CPI indexation would apply in the second year of the trial in accordance with contractual arrangements.

STRATEGIC IMPLICATIONS

The recommendation supports the Town’s strategic objectives by seeking a more flexible, financially sustainable and customer-focused approach to service delivery. Trialling an on-demand model responds to changing community needs, market constraints, and increasing procurement risk, while allowing the Town to gather data on service uptake, cost, and community satisfaction to inform future long-term waste management decisions.

RISK IMPLICATIONS

RISKS

Risk	Risk Likelihood (based on history & with existing controls)	Risk Impact / Consequence	Risk Rating (Prior to Treatment or Control)	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
The Town is unable to provide the expected bulk waste level of service to the community	Likely (4)	Moderate (3)	High (10-16)	REPUTATIONAL Substantiated, public embarrassment, moderate impact, moderate news profile	Accept Officer Recommendation

RISK MATRIX

Consequence		Insignificant	Minor	Moderate	Major	Extreme	
		1	2	3	4	5	
Likelihood	Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
	Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
	Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
	Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
	Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives: occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating is provided below. Any items with a risk rating over 16 will be added to the Risk Register, and any item with a risk rating over 16 will require a specific risk treatment plan to be developed.

RISK RATING

Risk Rating	12
Does this item need to be added to the Town’s Risk Register	No
Is a Risk Treatment Plan Required	No

SITE INSPECTION

Nil

COMMENT

The following verge collection options are currently utilised throughout various Perth metropolitan local governments.

Option 1: Scheduled Loose-on-Verge Bulk Collections (Current Service Model)

This option maintains the existing service format where residents place bulk waste (green waste or white/metal goods) on the verge for collection on scheduled dates.

Next Step:

Proceed to market by issuing a Request for Quotation (RFQ) to attempt to secure a contractor for service delivery, noting there is a high likelihood of low responses and a lack of flexibility to meet community expectations on delivery dates.

Advantages:

- **No change** to the current service model, ensuring continuity and familiarity for residents.
- **Minimal administrative adjustments** required for implementation.

Disadvantages / Risks:

- **Procurement Risk:** The previous two financial years have seen no responses to RFQ processes, creating a high likelihood that it will be difficult to secure a contractor to deliver the service in the next financial year.
- **Limited Flexibility:** If the previous contractor is available, collections will occur on dates set by the contractor, offering no flexibility for alternative dates.
- **Financial Risk:** A limited market with only one viable contractor may lead to reduced competition, increasing the likelihood of higher service costs.

Option 2: On- Demand Bulk Verge Collections

Residents can pre-book loose, on-verge bulk verge collections at a time that suits them, rather than waiting for scheduled dates.

Next Step:

- Formalise service with Verge Valet (Western Metropolitan Regional Council);

Or

- Proceed to market by issuing a Request for Quotation (RFQ)

Advantages:

- **Increased flexibility** for residents to book collections when needed.
- **Potential for improved compliance** and reduced illegal dumping due to flexibility in collection timing.
- **Service can be scaled** based on demand, reducing unnecessary collections.
- **Customisable Service:** The on-demand model allows flexibility to tailor collections to residents' needs. For example, households without gardens could opt for multiple white/metal goods waste collections and no green waste, while properties with large gardens could prioritize green waste collections. This creates a more responsive and resident-focused service.
- **Speed of implementation:** WMRC have indicated that they have the capacity to start receiving bookings from July 2026 and commence collections from August 2026, provided commitment by 30 April 2026. As a Regional Council an RFQ process is not required to utilise WMRC's verge valet service.

Disadvantages / Risks:

- **Procurement Timing Risk:** If an RFQ process is required, securing a contractor for the next financial year may not occur in time, creating service continuity challenges.
- **Equity Concerns:** May disadvantage residents without internet access or digital literacy. Alternative booking options (such as calling to book) will be required.

- **Financial Risk:** Potential higher cost per collection compared to scheduled services, noting costs will be highly dependent on the level of community take-up.
- **Community Adjustment Risk:** Residents may resist the change from scheduled collections to an on-demand model, leading to increased complaints and queries during the transition period. Additional staff time may be required to manage customer service, community engagement and communications effectively.

Option 3: Skip bin on demand

Residents can request a skip bin for bulk white/metal goods waste disposal, subject to conditions (e.g., waste type restrictions) or green waste.

Next Steps:

1. Investigate suppliers for skip bin hire (who have the capability to manage the booking process) and develop service conditions, pricing structure, and compliance requirements.
2. Proceed to market by issuing a Request for Quotation (RFQ) to attempt to secure a contractor for service delivery.

Advantages:

- **Controlled waste containment** reduces verge clutter and safety hazards.
- **Flexible timing** for residents within agreed conditions.
- **Customisable Service:** The on-demand model allows flexibility to tailor collections to residents' needs. For example, households without gardens could opt for multiple white/metal goods waste collections and no green waste, while properties with large gardens could prioritize green waste collections. This creates a more responsive and resident-focused service.

Disadvantages / Risks:

- **Financial Risk:** Skip bin hire is typically more expensive than loose verge collection; limited supplier market may increase costs. This may be offset by a reduction in overall booked services per residence due to the new format.
- **Space Limitations:** Not all properties can accommodate a skip bin. Skip bins can create visual obstructions in some locations and reduce lines of sight for drivers and pedestrians.
- **Reduction in resource recovery** and repurposing goods
- **Equity Concerns:** May disadvantage residents without internet access or digital literacy. Alternative booking options (such as calling to book) will be required.
- **Community Adjustment Risk:** Residents may resist the change from scheduled collections to an on-demand model, leading to increased complaints and queries during the transition period. Additional staff time may be required to manage customer service, community engagement and communications effectively.

Option 4: Removal of bulk verge collections and increase other waste service provisions

Cease bulk verge collections entirely and enhance alternative waste services. This could include;

- Additional Fremantle Recycling Centre passes
- Additional Henderson Waste Recovery Park tip passes
- Reduction or removal of costs associated with additional FOGO bins for properties with large gardens

Next Step:

Develop a transition plan, including community engagement, communication strategy, and cost analysis for expanded alternative services.

Advantages:

Eliminates operational and procurement risks associated with bulk verge collections.

Disadvantages / Risks:

- **Community Impact:** Likely to generate significant negative feedback from residents accustomed to bulk verge collections. Additional staff time may be required to manage customer service, community engagement and communications effectively.
- **Illegal Dumping Risk:** Increased risk during transition period if alternatives are not convenient or well-communicated.
- **Financial Risk:** Initial investment required to expand alternative services and manage transition effectively.

Summary

The current bulk waste collection option is not sustainable given current market conditions. Accordingly, alternatives 2 to 4 have been assessed. Officers have determined that Alternative 2 - an on-demand bulk waste collection service - provides the greatest flexibility and equity for residents and is broadly cost-neutral. On this basis, Alternative 2 is recommended as the preferred option for transition.

The Works Committee may recommend to Council that community consultation be undertaken on a preferred option; however, the value of formal consultation at this stage is considered marginal given the limited and constrained service delivery options available. The proposed on-demand model directly responds to concerns already raised by residents, and Alternative 2 aligns with priorities the community has proactively identified through existing feedback and service enquiries. It is therefore recommended that a full two-year trial be adopted without delay for a further consultation process.

CONCLUSION

Given the limited contractor availability and rising costs, the Town must balance financial sustainability, service equity, and community expectations. Early market engagement, robust procurement planning, and proactive communication will be critical regardless of the chosen option.

The Verge Valet Service provided by WMRC provides the best value for money solution, due to reduced procurement risk, greater service flexibility, and improved responsiveness to resident needs. Other available options all have significant drawbacks. This service provides the closest alignment to the current model, at a comparable cost.

Based on preliminary market research and feedback from other Local Governments within the Perth metropolitan area, it is recommended that the Verge Valet service be trialled for a period of two years. Once the initial uptake of the service is understood, a further review can be undertaken.

CHOOSE AN ITEM. OFFICER RECOMMENDATION / COMMITTEE RESOLUTION

Committee Resolution Choose an item. Click or tap to enter a date.

OFFICER RECOMMENDATION:

That the Works Committee recommends to Council that:

- 1. A two-year trial of an on-demand bulk verge collection service (Verge Valet) be endorsed, commencing in the 2026/27 financial year, subject to final commercial terms and budget allocation;**
- 2. That the Henderson Tip Passes will not be required under this new model;**
- 3. The Chief Executive Officer be authorised to enter into the necessary service arrangements to implement the trial; and**
- 4. A review of the trial be undertaken prior to the expiry of the trial period to assess service uptake, cost, operational impacts, and community satisfaction, with the outcomes reported back to the Works Committee and Council.**

REPORT ATTACHMENTS

Attachments start on the next page

Attachment -1

Confidential Attachment

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10.4 MOORING JETTIES AND LEEUWIN BOAT RAMP JETTIES MAINTENANCE

Report Reference Number	WCR-398
Prepared by	Hayley McCulloch, Operations Coordinator
Supervised by	Jacqueline Scott, Executive Manager Technical Services
Meeting date	Tuesday, 24 February 2026
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	<ol style="list-style-type: none"> 1. Marine Infrastructure Map 2. Jetty and Mooring Licence 3. 2025 Mooring Pen Inspection Report 4. 2025 Boat Ramp Jetties Inspection Report 5. Quotations – Confidential

PURPOSE

The purpose of this report is for the Works Committee to be informed of significant maintenance required on the Mooring Jetties and Leeuwin Boat Ramp Jetties.

EXECUTIVE SUMMARY

The Town's Mooring Jetties and Leeuwin Boat Ramp Jetties are critical marine assets that have not been included in any Asset Management Plans to date, resulting in no dedicated funding for planned maintenance. Recent inspections by Indianic Group (July 2025) identified significant structural and safety issues requiring urgent attention.

The Town is legally obligated under its seabed lease and Jetty and Mooring Licence to maintain the Mooring Jetties in a safe condition. Similarly, the Leeuwin Boat Ramp Jetties, owned by the Town, are essential public infrastructure.

Quotes for repair works and condition reports are attached for consideration. Failure to act may result in further deterioration, increased costs, and liability risks. Council is requested to consider funding allocation and inclusion of these assets in the Town's Asset Management Plans. Two key decisions are required.

Decision 1 – Immediate Risk Mitigation

Endorse funding for critical, safety-related works only, noting that:

- Quotes cover the most urgent items
- Scope creep is likely
- Delay increases cost and exposure

Decision 2 – Process Implementation

Endorse the formal inclusion of both asset groups into Asset Management Plans, enabling:

- Lifecycle planning
- Predictable budgeting
- Reduced future shocks

BACKGROUND

The Town has previously undertaken a detailed review of the governance and operational arrangements for the Mooring Jetties, including consideration of options to divest the Town's leasehold interest in the River Reserve Lease and transfer responsibility for the mooring pens to a third party. That review identified that the provision and ongoing management of mooring pens is not core local government business and presents a disproportionate operational, financial and compliance burden relative to community benefit. While longer-term decisions regarding ownership and governance remain subject to Council consideration, the Town continues to hold statutory and duty of care obligations for these assets in the interim.

Mooring Jetties

The Town holds a seabed lease with the State Government covering three jetties and 34 mooring pens. Under the Jetty and Mooring Licence, the Town must maintain these assets in a safe condition and repair damage.

Leeuwin Boat Ramp Jetties

Constructed in 2010, these consist of two finger jetties supported by steel piles and concrete headstocks.

Inspections by Indianic Group in July 2025 identified significant maintenance requirements for both asset groups.

Neither asset has been included in the Town's Asset Management Plans, resulting in no dedicated maintenance budget.

CONSULTATION

Indianic Group (marine and subsea construction service provider)

STATUTORY ENVIRONMENT

Jetties Act 1926 (WA) - Establishes statutory responsibility for the construction, maintenance and preservation of jetties and ramps, requiring them to be kept in a safe condition.

Jetty and Mooring Licences (under Jetties Act 1926 & Jetties Regulations 1940) - Require licensed jetties to be maintained to an acceptable standard of safety and structural integrity; non-compliance may result in enforcement action, licence cancellation or removal.

Seabed Lease (State Government) - Imposes a contractual obligation on the Town to maintain structures on State seabed in a safe condition and repair deterioration or damage.

Local Government Act 1995 - Requires the Town to manage public assets responsibly, including addressing known safety and infrastructure risks.

Public Liability / Duty of Care - The Town owes a duty of care to users of public jetties. A failure to address known defects may expose the Town to liability claims.

POLICY IMPLICATIONS

The identified condition of the Mooring Jetties and Leeuwin Boat Ramp Jetties highlights a gap in the application of the Town's Asset Management Policy, as neither asset group is currently included in an adopted Asset Management Plan. Known safety and compliance risks trigger the Town's Risk Management obligations and require active treatment rather than deferral. The absence of lifecycle planning has resulted in unplanned

expenditure pressure, underscoring the need to better align short-term risk responses with the Town’s Financial Management and Long-Term Financial Planning frameworks.

Endorsement to incorporate the Leeuwin Boat Ramp Jetties into the Asset Management framework represents a strategic governance decision that will improve risk management, financial predictability and public safety outcomes for this core public asset. In contrast, any asset management planning for the Mooring Jetties should be explicitly interim and risk-based, reflecting Council’s ongoing consideration of divestment and ensuring that short-term maintenance actions do not pre-empt or constrain future ownership and governance decisions.

FINANCIAL IMPLICATIONS

Throughout 2025/26, the following expenses have been incurred to date:

Mooring Pens / Jetties 2025/26	
Annual Inspections - Mooring Pens & Leeuwin Boat Ramp Jetties	\$21,967.00
Replace 4x lugs	\$2,007.50
Replace 4x piles	\$60,950
Pile Variation	\$7,745.38
Replacement padlock	\$193.59
Services to date	
Water	\$431.81
Power	\$3,995.64
Total Expenditure	\$97,290.92

Although the above works were required with the recent failure of another wooden pile in late 2025, this leaves no remaining budget for the critical items identified in the annual inspection reports.

Required budget forecast to address critical items*	
Mooring pens - head stock remediation	\$123,486.00
Leeuwin Boat Ramp - steel subframe replacement	\$253,102.50
Total	\$376,588.50

**As quoted in 2025. Prices are expected to have increased 5-10%*

Additional recommendations not yet quoted for

Mooring Pens - other recommended items as per the inspection report
Northern Jetty
Replace 2x anodes (100% depletion)
Pile wrapping damaged and in poor condition on Pile 4
Middle Jetty
Denso (corrosion protection) is in poor condition on Pile N1, N3, N8.
All 8 Timber chafers are loose due to loose fixings. It is recommended that all fixings be re-tensioned.
Southern Jetty
Anode required on C5
Denso is in poor condition on Pile 4, 5, S2, S7, N1, N7. It is recommended to replace Denso wrapping on Pile S2 and N7 where the Denso wrapping is in very poor condition.
General

Conduit support brackets- remaining brackets require replacement
Heavy corrosion on piles in splash zone/ water line. Rust removal and wrapping required

Boat Ramp Jetties - other recommended items as per the inspection report
Severe delamination and corrosion on upper sections of piles, stringer beams, ladder brackets and decking fixings. Recommended cleaning of rust so structural integrity can be assessed
Piles - descale, remove existing pile covering and reapply denso wrapping
Some ladder handrails bent. Replacement or remediation works required
Toe of ramps - scouring present. Needs to be monitored and some remediation may be required to prevent collapse.

The Town can explore potential external funding opportunities, including eligibility under the State Government’s Recreational Boating Facilities Scheme. The Funding Street offers grants covering up to 75% of a project’s estimated cost, with a maximum grant of \$750,000. While any funding assistance under this scheme cannot be guaranteed and is subject to separate assessment processes and timeframes, it may provide an opportunity to offset a portion of future capital or major maintenance costs associated with these marine assets.

STRATEGIC IMPLICATIONS

Addressing the identified safety and compliance risks associated with the Mooring Jetties and the Leeuwin Boat Ramp Jetties supports the Town’s Strategic Community Plan objectives relating to community safety, risk management and responsible governance. Immediate risk mitigation works ensure the continued safe use of public infrastructure and reduce the Town’s exposure to unmanaged statutory and liability risks.

In relation to the Leeuwin Boat Ramp Jetties, which constitute core public infrastructure owned by the Town, inclusion in Asset Management Plans supports structured lifecycle planning, improved financial predictability and long-term infrastructure sustainability. In contrast, the recommended approach for the Mooring Jetties is intentionally interim and risk-based, focused on managing immediate safety and compliance obligations while preserving Council’s ability to determine appropriate longer-term ownership and governance arrangements, including potential divestment. This approach ensures that short-term actions do not pre-empt or constrain future strategic decisions.

RISK IMPLICATIONS

RISKS

Risk	Risk Likelihood (based on history & with existing controls)	Risk Impact / Consequence	Risk Rating (Prior to Treatment or Control)	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Exposure to safety, compliance and liability risk continues	Likely (4)	Major (4)	High (10-16)	COMPLIANCE Non-compliance results in termination of services or imposed penalties	Accept Officer Recommendation, noting that endorsement of urgent safety-related works represents the immediate risk treatment to reduce statutory, safety and liability exposure.

RISK MATRIX

Consequence		Insignificant	Minor	Moderate	Major	Extreme
		1	2	3	4	5
Likelihood						
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives: occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating is provided below. Any items with a risk rating over 16 will be added to the Risk Register, and any item with a risk rating over 16 will require a specific risk treatment plan to be developed.

RISK RATING

Risk Rating	16
Does this item need to be added to the Town’s Risk Register	Yes
Is a Risk Treatment Plan Required	Yes

SITE INSPECTION

Nil

COMMENT

Accordingly, this report focuses on addressing immediate safety and compliance risks and clarifying appropriate interim asset management arrangements, pending any future determination regarding divestment or alternative governance models.

- Condition reports confirm urgent work is required to maintain safety and compliance.
- Quotes for repair works have been obtained and are attached for review. Please note that quotes are for the most critical repair / maintenance items and additional works / increased scope is likely.
- Failure to undertake repairs may lead to accelerated deterioration, higher future costs, and potential liability.
- Inclusion of these assets in Asset Management Plans will enable proactive lifecycle planning and budgeting until such time as the assets are divested.
- Works will require funding allocation in future financial years

CONCLUSION

The Town is required to address the identified maintenance needs of the Mooring Jetties and the Leeuwin Boat Ramp Jetties to ensure statutory compliance, public safety and the continued usability of these marine assets. Immediate, safety-related works are necessary to mitigate known risks and discharge the Town’s current duty of care obligations.

At the same time, it is acknowledged that the longer-term ownership and governance arrangements for the Mooring Jetties remain under consideration, including the potential divestment of the Town's leasehold interest in the River Reserve Lease. Accordingly, the approach recommended in this report is intentionally risk based and interim in nature, focused on managing immediate exposure while preserving the Town's ability to determine an appropriate longer-term outcome.

In contrast, the Leeuwin Boat Ramp Jetties constitute core public infrastructure owned by the Town, and their inclusion in Asset Management Plans will support structured lifecycle planning, improved financial predictability and sustained community safety outcomes.

Any decision should therefore balance the need for immediate risk mitigation with prudent governance, ensuring that short-term actions do not pre-empt or constrain future strategic decisions regarding the Mooring Jetties.

CHOOSE AN ITEM. OFFICER RECOMMENDATION / COMMITTEE RESOLUTION

Committee Resolution Choose an item. Click or tap to enter a date.

OFFICER RECOMMENDATION:

That the Works Committee:

- 1. Notes the identified safety, compliance and asset management risks associated with the Mooring Jetties and the Leeuwin Boat Ramp Jetties.**
- 2. Recommends Council consider funding of \$250,000 for urgent, safety-related maintenance works to address immediate risk and statutory compliance obligations for the Mooring Pens in the 2026/27 annual budget process, noting that these works are required irrespective of any longer-term governance or ownership decisions.**
- 3. Recommends Council consider funding of \$300,000 for urgent, safety-related maintenance works to address immediate risk and statutory compliance obligations for the Leeuwin Boat Ramp in the 2026/27 annual budget process.**
- 4. Recommends Council endorse the inclusion of the Leeuwin Boat Ramp Jetties into the Town's Asset Management Plans to enable structured lifecycle management, risk mitigation and future budgeting for this core public asset.**
- 5. Recommends Council endorse an interim, risk-based asset management approach for the Mooring Jetties, pending Council consideration of longer-term ownership and governance arrangements, including potential divestment of the Town's leasehold interest in the River Reserve Lease. Such endorsement does not imply long-term retention of the asset and is limited to managing immediate statutory and safety obligations.**
- 6. Notes that any future decision to divest or transfer responsibility for the Mooring Jetties will be subject to separate Council consideration and appropriate statutory, financial and governance processes.**

REPORT ATTACHMENTS

Attachments start on the next page



- 20 -

Town of East Fremantle	
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**THE MANAGER, PROPERTY SERVICES,
COASTAL FACILITIES OF THE DEPARTMENT
FOR PLANNING AND INFRASTRUCTURE**

Licensor

and

TOWN OF EAST FREMANTLE
Licensee

JETTY AND MOORING LICENCE

Swan River, East Fremantle

LAWTON GILLON
Barristers and Solicitors
Level 11
16 St Georges Terrace
Perth WA 6000
Telephone: 9221 5445

THIS AGREEMENT is made the 11 day of April 2008

BETWEEN:

THE MANAGER, PROPERTY SERVICES, COASTAL FACILITIES of the Department for Planning and Infrastructure of the State of Western Australia as the delegate of the Chief Executive Officer of the Department for Planning and Infrastructure pursuant to an instrument of delegation made pursuant to Section 7(2) of the Jetties Act 1926 and an instrument of delegation made pursuant to section 116 of the Western Australian Marine Act 1982, of 1 Essex Street, Fremantle, Western Australia ("Licensor")

AND

TOWN OF EAST FREMANTLE of 135 Canning Highway, East Fremantle, Western Australia ("Lessee")

RECITALS:

- A. Under Section 7 of the *Jetties Act 1926*, the Licensor has the power to grant a licence in respect of jetties.
- B. The Licensee has requested and the Licensor has agreed to grant the Licensee a licence to use the Licensed Areas on the terms and conditions of this Agreement.

The Parties COVENANT and AGREE:

1. DEFINITIONS

Unless otherwise required by the context or subject matter:

"Date of Commencement" means the date specified in Item 4 of the Schedule;

"Event of Default" means an event specified in Clause 8.1;

"Further Term" means the further term specified in Item 6 of the Schedule;

"GST" has the same meaning given in section 195-1 of *A New Tax System (Goods and Services Tax) Act 1999*;

"Jetty" means the jetty specified in Item 1 of the Schedule;

"Licence Fee" means the licence fee specified in Item 5 of the Schedule as varied from time to time under this Agreement;

"Licensed Areas" means the Jetty and the Mooring Area;

"Licensee's Covenants" means the covenants, agreements and obligations contained or implied in this Agreement or imposed by law to be observed and performed by any person other than the Licensor;

"Licensor's Covenants" means the covenants, agreements and obligations contained or implied in this Agreement or imposed by law to be observed and performed by the Licensor;

"Money Payable" means the Licence Fee and any other money payable by the Licensee under this Agreement;

"Mooring Area" means the mooring area specified in Item 2 of the Schedule;

"River Reserve Lease" means the river reserve lease dated on or about the date of this Agreement between the Licensor and the Licensee; and

"Term" means the term specified in Item 3 of the Schedule and any Further Term.

2. GRANT OF LICENCE

The Licensor grants to the Licensee:

- (a) an exclusive licence to use the Mooring Area for the purpose of mooring vessels; and
- (b) an exclusive licence to use and maintain the Jetty for commercial purposes subject to such reasonable directions and restrictions as may be imposed by the Licensor from time to time;

for the term specified in Item 3 of the Schedule on and subject to the terms and conditions of this Agreement.

3. LICENCE FEE OTHER MONEY PROVISIONS

3.1 Licence Fee

The Licensee must pay to the Licensor the Licence Fee annually in advance on the date and in the manner specified in Item 5 of the Schedule.

3.2 Outgoings

The Licensee must pay all rates and taxes and any other outgoings or service charges which may from time to time be payable in respect of the Licensed Areas.

3.3 GST Liability

- (a) The Licensee must pay to the Licensor, in addition to and at the same time of payment of the Licence Fee and any other moneys payable under this Agreement the full amount of any GST which may be payable on or in respect of the Licence Fee or any other

moneys payable under this Agreement and the Licensee acknowledges that any additional amount payable on account of GST by the Licensee is to be calculated without any deduction or set-off of any other amount by multiplying the value of the Licence Fee or other moneys payable under this Agreement by the prevailing GST rate.

- (b) In relation to all other amounts payable by the Licensee under this Agreement to persons other than the Licensor in respect of or in the nature of outgoings, expenses or any other amount on account of or in connection with the Licensed Areas, the Licensee must pay in addition to and at the same time for payment of those amounts any applicable GST.
- (c) Any benefit arising to the Licensor by way of credit, offset or otherwise arising from any payment made by it or the Licensee is to be disregarded in calculating the amount of any payment payable by the Licensee under this Agreement.

4. LICENSEE'S COVENANTS

4.1 *Use of Licensed Areas*

The Licensee must not:

- (a) use the Jetty for any purpose other than as a jetty for the purpose of gaining access to and from the Mooring Area or for a purpose permitted under the River Reserve Lease; or
- (b) use the Mooring Area for any purpose other than for mooring vessels; or
- (c) moor or permit to be moored on the Mooring Area any vessel which is not in good, tidy and seaworthy condition and repair.

4.2 *Licensee to Maintain and Repair Jetty*

The Licensee must:

- (a) maintain the Jetty in a safe condition, and in good order and repair and free from excessive marine growth;
- (b) promptly, at the Licensee's expense, repair to the satisfaction of the Licensor any damage to the Jetty; and
- (c) promptly, at the Licensee's expense, comply with all directions from the Licensor in relation to the maintenance and repair of the Jetty.

4.3 *Keep Jetty and Mooring Area Clean and free from Rubbish*

- (a) The Licensee must at all times keep the Jetty and the Mooring Area and immediate surrounds clean and free from rubbish and waste.

- (b) The Licensee must at its own cost remove any graffiti from the Jetty within FORTY EIGHT (48) hours of that graffiti appearing on the Jetty.

4.4 Chafers

- (a) The Licensee must promptly replace any chafer attached to the Jetty which is damaged or is in the opinion of the Licensor worn other than through fair, wear and tear.
- (b) The Licensor must ensure that the chafers attached to the Jetty are at all times attached at the appropriate height to ensure that the Jetty is protected from damage by vessels.

4.5 Moor Vessels Safely

The Licensee must ensure that any vessel moored in the Mooring Area is at all times safely moored.

4.6 No Advertisements, Signs or Notices

- (a) The Licensee must not display from or affix to the Jetty any advertisement, sign or notice.
- (b) The Licensee must not at any time advertise, solicit or tout for business, or spruik, whether verbally or by use of any loud speakers, sound-producing equipment, hoarding, written materials or any other aid, on the Jetty.

4.7 Other Restrictions on Use of Licensed Areas

The Licensee must not:

- (a) do or carry on or in the Licensed Areas any harmful, offensive or illegal act, matter or thing;
- (b) do or carry on or in the Licensed Areas any act or thing which causes nuisance, damage or disturbance to the Licensor or any owner or occupier of nearby property or premises;
- (c) store or permit to be stored any items of property or equipment on the Jetty;
- (d) use any sound-producing equipment on or in the Licensed Areas without the Licensor's prior consent;
- (e) do any act or thing which might result in excessive stress or floor loading of any part of the Jetty;
- (f) except for reasonable quantities for normal applications in connection with the cleaning of the Licensed Areas or the use of the Licensed Areas permitted by the Licensor, use or store any chemical or inflammable substance within the Licensed Areas;

- (g) sell or offer to sell any goods, products or services whatsoever from any of the Licensed Areas without the Licensor's prior written consent which consent may be withheld, or granted subject to any condition, in the Licensor's absolute discretion;
- (h) without limiting the restrictions contained in paragraph (g) of this clause, sell or offer to sell any tickets of any nature whatsoever for any service whatsoever;
- (i) carry out any major repairs or maintenance to any vessel in the Mooring Area;
- (j) moor any vessel or permit any vessel to be moored other than completely within the Mooring Area;
- (k) display, hang or drape any towel, wearing, apparel or similar article from the Licensed Areas or from any vessel in the Mooring Area;
- (l) reside or stay overnight, or permit any person to reside or stay overnight, in any vessel in the Mooring Area other than any person who is residing or staying overnight in a vessel in compliance with the Swan and Canning Rivers Management Regulations 2007, as varied from time to time; or
- (m) park or drive or permit to be parked or driven any motor vehicle on the Jetty without the Licensor's prior written consent which consent may be withheld by the Licensor in its absolute discretion.

4.8 *No Alterations to Jetty*

The Licensee must not make any alteration or addition to or demolish any part of the Jetty without the prior written consent of the Licensor which consent may be withheld or granted subject to any condition in the Licensor's absolute discretion.

4.9 *Light Jetty*

The Licensee must at the Licensee's expense ensure that the Jetty is at all times lit in accordance with the Licensor's directions from time to time to the Licensor's complete satisfaction.

4.10 *Display Jetty Licence Number*

The Licensee must at all times display the licence number allocated to the Jetty from a part of the Jetty which is acceptable to the Licensor in the Licensor's absolute discretion and so that that number is at all times clearly visible from the shore and the water.

4.11 No Pollution

The Licensee must do all things necessary to prevent and must not do or permit or suffer to be done anything likely to cause pollution or contamination of the waters of the Swan River by garbage, refuse, waste material, oil, petroleum products and other pollutants whether by storm water or other run off or arising from the use of the Licensed Areas.

4.12 Not Obstruct Waterways

The Licensee must not obstruct or permit the waters of the Swan River within FIVE HUNDRED (500) metres of the Jetty to be obstructed by any vessel, craft or object of the Licensee or any shareholder of the Licensee or in any other way whatsoever.

4.13 Not interfere with Access

The Licensee must not at any time interfere with the free and unrestricted access to and across the Jetty by members of the public and other persons having a licence or other right to use the Jetty.

4.14 No Property or Equipment to be Left

The Licensee must not leave or permit to be left any property or equipment on the Jetty other than in the immediate vicinity of any vessel accessed from the Jetty and then only for the purpose of promptly loading or unloading that property or equipment to or from a vessel moored in the Mooring Area.

4.15 Comply with Statutes

The Licensee must promptly comply with all statutes from time to time in force relating to the Licensed Areas or the use of the Licensed Areas and the use of vessels on the Swan River.

4.16 Permit Entry by Licensor

The Licensee must at all reasonable times permit entry to the Licensed Areas by the Licensor with or without workmen and any other person and with or without plant, equipment and materials for the purpose of:

- (a) inspecting the state of repair of the Jetty and to ensure compliance with the Licensee's Covenants;
- (b) remedying any breach of the Licensee's Covenants;
- (c) to tow away any vessel from the Mooring Area which is not authorised under this Agreement to be moored in the Mooring Area; and
- (d) executing any structural repairs which the Licensor may wish to make.

4.17 *Effect Public Liability Insurance*

The Licensee must effect and maintain with an insurance company approved by the Licensor in respect of the Licensed Areas public liability insurance in the names of the Licensor and the Licensee for their respective rights and interests for the time being for TEN MILLION DOLLARS (\$10,000,000.00) in respect of any one claim or any higher amount required by the Licensor from time to time.

4.18 *Insurance of Jetty*

The Licensee must insure and keep insured to the full insurable value on a replacement or reinstatement basis the Jetty in the names of the Licensor and the Licensee for their respective rights and interests for the time being and against fire, explosion, water leakage, impact by vehicles and vessels, machinery breakdown, malicious acts or omissions and such other risks as the Licensor may reasonably require.

4.19 *No Assignment*

The Licensee must not assign, transfer, mortgage, charge or otherwise part with the benefit of the licence granted to the Licensee under this Agreement without the Licensor's prior written consent, which consent may be withheld by the Licensor in the Licensor's absolute discretion or granted subject to any condition.

5. INDEMNITY

The Licensee indemnifies the Licensor against all claims, demands, losses, damages, costs and expenses for which the Licensor becomes liable in respect of loss or damage to property or death or injury of any nature or kind and however or wherever sustained resulting from an act or omission of the Licensee or caused or contributed to by the Licensee's use or occupancy of the Licensed Areas, except to the extent caused or contributed to by the act or default of the Licensor.

6. LIMIT OF LICENSOR'S LIABILITY

- (a) The Licensor will not be liable for any loss, damage or injury to any person or property on, in or about any of the Licensed Areas howsoever occurring unless caused by the negligence of the Licensor or its employees.
- (b) The Licensee acknowledges that all vessels moored in the Mooring Area are entirely at the risk of the Licensee and the Licensor will not in any way be liable or responsible for any damage from any cause whatsoever, including negligence and regardless of who caused that damage, that any vessel may at any time sustain while in the Mooring Area, nor will the Licensor be responsible for any loss or damage resulting from the theft of any vessel or any part, equipment or content of any such vessel while in the Mooring Area and the Licensee further

- acknowledges that the Licensee is responsible for its own security for any vessel moored in the Mooring Area.
- (c) The Licensor will not in any way be liable or responsible to the Licensee for any loss or damage caused to any vessel as a consequence of the Licensor evicting or causing any vessel to be towed from the Mooring Area in accordance with this Agreement.
 - (d) The Licensee acknowledges that the Licensee is, at its cost, solely responsible for ensuring that it has exclusive use of the Mooring Area during the Term provided that the Licensee must obtain the Licensor's prior consent to any steps or measures which it takes to enforce its rights under this Agreement to exclusive use of the Mooring Area and which consent will not be unreasonably withheld.

7. TERMINATION

7.1 *Termination*

If:

- (a) the Licence Fee or other monies under this agreement is paid in FOURTEEN (14) days after becoming due;
- (b) the Licensee is in breach of any of the Licensee's Covenants other than covenants to pay the Licence Fee or other monies payable under this Agreement for FOURTEEN (14) days after notice has been given;
- (c) the Licensee breaches any of the covenants, agreements or obligations to be observed or performed by the Licensee under the River Reserve Lease and fails to remedy that breach within the time specified for doing so in the River Reserve Lease;
- (d) the Licensee is placed in liquidation (other than for the purpose of re-construction with the approval of the Licensor) or an application is made for the winding up of the Licensee;
- (e) a receiver or receiver and manager or other similar external administrator of any property of the Licensee is appointed; or
- (f) the Licensee commits any act of bankruptcy or executes a deed of assignment, a deed of arrangement, or enters into a composition, under Part X of the Bankruptcy Act; or
- (g) anything analogous, or having substantially similar affect, to anything referred to in paragraphs (d), (e) or (f) occurs with respect to the Licensee;

the Licensor may at any time after that by notice terminate the Term and enter and repossess the Jetty and the Mooring Area but any such termination will not affect any of the Licensor's rights, remedies and powers under this Agreement or at law in respect of any breach of the Licensee's Covenants.

7.2 Evict or Tow Away vessel

Without limiting or affecting the Licensor's rights, remedies or powers under Clause 7.1, if the Licensee is in breach of any of the Licensee's Covenants relating to any vessel using or moored in the Mooring Area for TWENTY FOUR (24) hours after notice has been given, the Licensor may evict or cause the vessel which is causing the Licensee to be in breach of the Licensee's Covenants to be towed away from the Mooring Area and stored and the Licensee must pay to the Licensor on demand all costs and expenses incurred by the Licensor in evicting, towing and storing that vessel.

8. YIELD UP AND PEACEABLY SURRENDER

On the expiry or sooner determination of the Term, the Licensee must peaceably surrender and yield up to the Licensor the Jetty and the Mooring Area and remove from the Licensed Areas all property of the Licensee which is not a fixture and must at the Licensor's option and at the Licensee's expense within ONE (1) month of that date:

- (a) restore the Jetty to a condition consistent with the observance and performance by the Licensee of the Licensee's Covenants; or
- (b) remove the Jetty, including but without limitation all piles and other parts of the Jetty which are below water level and fill in all holes and level off and consolidate the ground and leave the area on which the Jetty was constructed clean and free from rubbish and otherwise make good to the satisfaction of the Licensor any other damage caused by the removal of the Jetty.

9. LICENSOR MAY REMEDY LICENSEE'S DEFAULT

If the Licensee does or fails to do anything which constitutes a breach of the Licensee's Covenants including but without limitation failing to commence and promptly carry out any maintenance or replacement work which the Licensee is obliged to carry out under this Agreement, the Licensor may, without affecting any other right, remedy or power of the Licensor arising from the Licensee's breach, remedy that breach and the Licensee must pay to the Licensor on demand the Licensor's cost of remedying any breach by the Licensee.

10. DESTRUCTION OR DAMAGE TO JETTY

If the Jetty or any part of the Jetty is so destroyed or damaged as to require major rebuilding, the Licensee must apply the proceeds received by the Licensee from the Licensee's insurance policy for the Jetty to rebuilding the Jetty and the Licensee must give notice to the Licensor advising how long that rebuilding is estimated to take and if payment of insurance money under the Licensee's insurance policy in respect of the destruction or damage is refused or reduced by reason of an act or omission of the Licensee, the Licensee must in respect of that destruction or damage rebuild the Jetty to the extent that the insurance money is refused or reduced.

11. OPTION TO RENEW

If:

- (a) the Licensee at least THREE (3) months but not earlier than SIX (6) months prior to the date for commencement of the Further Term gives the Licensor notice to grant the Further Term ("Renewal Notice");
- (b) the Licensee has from the Date of Commencement up to the date of service of the Renewal Notice actively and appropriately used the Licensed Areas in accordance with the terms and conditions of this Agreement to the Licensor's reasonable satisfaction; and
- (c) there is no subsisting default by the Licensee at the date of service of the Renewal Notice and at the date for commencement of the Further Term in:
 - (i) the payment of the Money Payable; or
 - (ii) the performance or observance of the Licensee's Covenants;

the Licensor must grant to the Licensee the Further Term at the Licence Fee and on the terms and conditions of this Agreement.

12. CONSENTS

Unless this Agreement otherwise expressly provides, the Licensor may in its absolute discretion withhold consent to any matter requiring consent with or without specifying any reason.

13. NOTICES

- (a) Any notice given in connection with this Agreement must be in writing and must be left at, sent by facsimile, or sent by pre-paid security post addressed:
 - (i) in the case of the Licensee, to the Licensee's address specified in this Agreement or to its registered office or principal place of residence or business for the time being or at such other address as may be notified by the Licensee for the purpose of the service of notices;
 - (ii) in the case of the Licensor to the Manager, Coastal Facilities, Department for Planning and Infrastructure, 1 Essex Street, Fremantle, Western Australia or to such other address as may be notified by the Licensor for the purpose of the service of notices.
- (b) A notice is deemed to have been given on the date on which it is left, in the case of a notice being sent by facsimile is deemed to have been given at the time of despatch, and in the case of a notice being sent by

post it is deemed to have been given TWO (2) days after the date of posting.

14. COSTS AND STAMP DUTY

- (a) The Licensor must pay the costs of and incidental to the instructions for and the preparation, execution and stamping of this Agreement and all stamp duty payable on this Agreement.
- (b) A party in default must pay on a full indemnity basis all costs incurred by any other party in respect of their default and any notice relating to that default.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, proposals, undertakings and agreements, whether written or oral, relating to the subject matter of this Agreement.

16. GOVERNING LAW AND JURISDICTION

This Agreement is to be governed by, take effect and be construed in accordance with the laws in force in Western Australia and all parties submit to the jurisdiction of the Courts of Western Australia.

17. INTERPRETATION

- (a) A reference to a person includes a reference to the person's executors, administrators, successors, substitutes, including but without limitation persons taking by novation, and assigns.
- (b) An agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally and an agreement, representation or warranty on the part of two or more persons binds them jointly and severally.

SCHEDULE

Item 1 - Jetty:

The jetty structures constructed on the foreshore of the Swan River at East Fremantle as shown for the purpose of identification only outlined in black and shaded in grey on the plan attached to this Agreement and marked Annexure "A".

Item 2 - Mooring Area:

That part of the waters of the Swan River at Crawley as shown for the purpose of identification only as the hatched area bounded by the points A, B, C, D, E, F on the plan attached to this Agreement and marked Annexure "A".

Item 3 - Term:

TWENTY ONE (21) years.

Item 4 - Date of Commencement:

1 September 2007.

Item 5 - Licence Fee:

The Licence Fee is the licence fee prescribed from time to time under the Jetties Act 1926 as the annual fee for a licence to maintain and use a jetty for commercial purposes payable annually in advance on each anniversary of the Date of Commencement which Licence Fee as at the date of this Agreement is ONE THOUSAND AND THIRTY TWO DOLLARS (\$1032.00) per annum.

Item 6 - Further Term:

Nil.

EXECUTED AS AN AGREEMENT.

SIGNED BY THE LICENSOR

In the presence of:

P. Manyam
.....
Signature of witness

PATRICIA MANYAM
.....
Name of witness in full (print)

1 ESSEX STREET
FREMANTLE
.....

MARITIME LICENSING OFFICER

.....
Occupation

Ronald Joseph Zappara
.....
Ronald Joseph Zappara

THE COMMON SEAL of the)
TOWN OF EAST FREMANTLE)
was affixed in the presence of:)

Alan Flin

Mayor

[Signature]

Town Clerk



REPORT

July 2025

Annual NDT & Visual Inspection
At East Fremantle

Client:
Town of East Fremantle

INDIANIC Ref: East Fremantle 24021
Revision: 0
Report Issued: 15/08/2025

indianic.com.au

Information

Please direct all communication concerning the release of information contained in this document to the following:

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Revision History

Prepared by:	Approved by:	Version	Date
Kyle Zhao, Civil Engineer	Jacob Zimmerman, Superintendent - Defence Base Operations	0	15/08/2025

Distribution

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1 Introduction

This report details the findings/inspection results undertaken by INDIANIC to sustain the subsurface portion (Piles) at the Three Jetties location of the East Fremantle City Council facility in East Fremantle, WA. The following surveys were conducted:

- Structural Piles, with the General Visual Inspection of all the piles.
- Ultrasonic Thickness (UT) and Cathodic Protection (CP) reading test on all the piles (if applicable).

Start Date	24/07/2025
End Date	25/07/2025

2 Scope of Works

2.1 Pile Inspections

Performed:

- A General Visual Inspection (GVI) of any anomalies and general condition of each pile.
- Ultrasonic Thickness (UT) testing readings of each pile.
- Cathodic Protection (CP) readings of each pile.
- Four (4) galvanised steel pad eye mooring lugs replacement.

2.2 Raw Data Collection and Interpretation

Collated inspection data/findings on a spreadsheet, coinciding with a plan and pile/pole numbers for engineering assessment.

2.3 Certification

Where required certification will be provided for elements that fall under the Australian standards. The relevant standards will be listed within this report highlighting the relevant section. Where certification is required, the information will be populated into either a separate report or a register. Please also refer to the relevant Australian Standards in the Appendix 1 of this report.



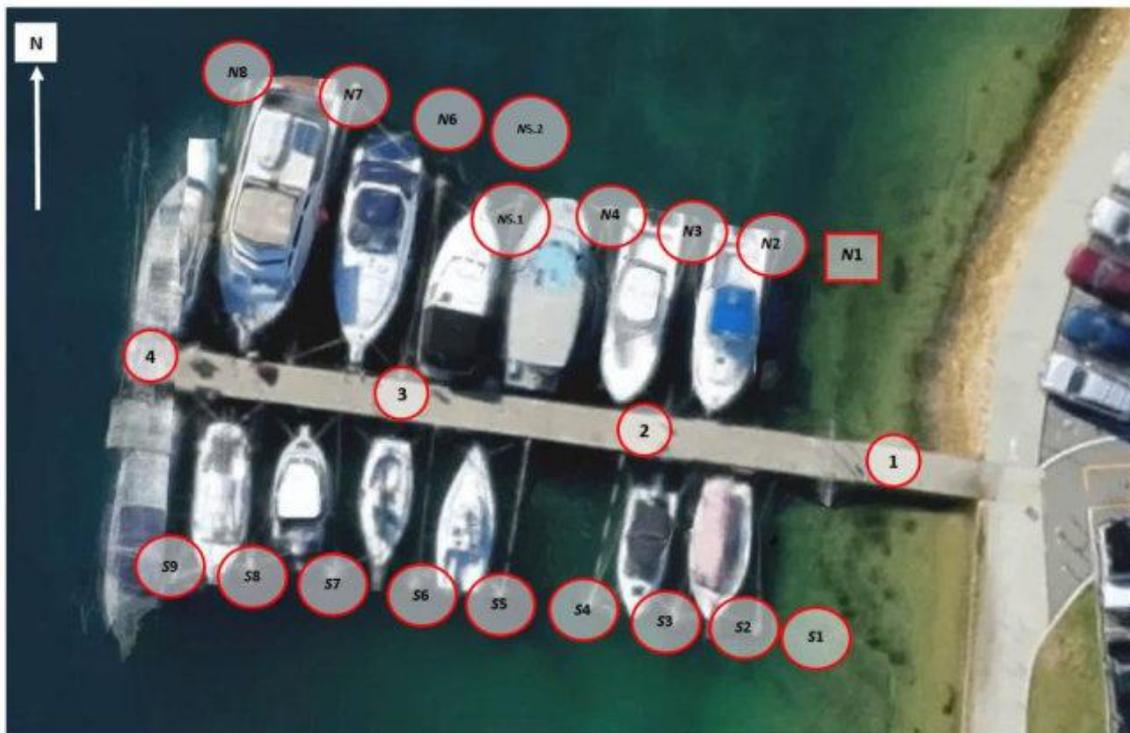
3 Location

The pile locations for the Three Jetties at East Fremantle, WA, are identified in the diagram below:



The inspection data and findings are based on the direction(s) / arrangements stated below.

3.1 Northern Jetty Pile Arrangement



3.2 Middle Jetty Pile Arrangement



3.3 Southern Jetty Pile Arrangement



4 Diving Project Process

The following information is based on the diving inspection works at the location(s) as described:

Three Jetties Inspection at East Fremantle	
Date Conducted	24/07/2025 - 25/07/2025
Client(s)	Town of East Fremantle
Location	Three Jetties - East Fremantle.
Criteria	GVI, UT and CP Testing of Steel Piles, GVI of Timber Piles
Diving Supervisor(s)	Ben Thomas
Dive Team Members	Andrei Dufall, Wayne Colliver
Support Vessel / Equipment	INDIANIC Spirit, SSBA, UT Meter, CP Meter, Hand tools, Camera



5 Summary of Findings and Results

Note:

- The piling numbering has been referenced in [Section 3 Location](#).
- This section includes typical condition photos only. Additional images are attached in the [Appendix 2](#). Due to space limits, not all inspection photos have been included. Further photos are available upon request.

5.1 Northern Jetty

5.1.1 Piles – Summary of Inspection Results

PILE No.	UT Wall Thickness			CP Reading	Anode Depletion	Marine Growth	COMMENTS
	Min [mm]	Max [mm]	Avg [mm]	(-V)	%	Avg Thickness [mm]	
1	9.40	9.50	8.90	1.048	15%	10	Steel pile with headstock, heavy rusting at headstock connections . Wrapped with Denso to 0.4m from seabed, good condition. Patch cleaned: Paint 60% depleted. Minor pitting up to 1mm in depth. No scouring.
2	9.30	9.30	9.40	1.036	30%	25	Steel pile with headstock, heavy rusting at headstock connections . Wrapped with Denso to 0.4m from seabed, good condition. Patch cleaned: Paint 60% depleted. Minor pitting up to 1mm in depth. No scouring.
3	8.60	8.90	8.80	1.022	35%	30	Steel pile with headstock, heavy rusting at headstock connections , wrapped with Denso. Mesh to 1.8m from seabed, Denso to 0.2m from seabed, appears good. Patch cleaned: Paint 50% depleted. Moderate pitting up to 2mm in depth. 15% coverage . No scouring.
4	8.90	8.80	8.87	1.048	10%	75	Steel pile with headstock, heavy rusting at headstock connections , wrapped with worn Denso. Denso / mesh starts 1m below water line. Denso / mesh in poor condition. Denso is peeling away around anode . Mesh to 0.3m above seabed. Patch cleaned: Paint 50% depleted, no pitting, second anode 70%. No scouring.
S1	14.60	14.60	14.60	1.027	5%	20	Steel pile. No wrapping. Heavy rusting in the splash zone . 1x chain with weight. Patch cleaned: No pitting. Very minor scouring.
S2	9.60	9.60	9.60	1.036	20%	30	Steel pile. No wrapping. Moderate rusting in the splash zone. 1x chain with weight. Patch cleaned: No pitting. No scouring.
S3	8.60	8.60	8.50	0.712	100%	30	Steel pile. No wrapping. Heavy rusting in the splash zone . 1x chain with weight. Patch cleaned: Minor pitting. No scouring. # New anode is required .
S4	8.90	8.90	8.90	1.057	35%	30	Steel pile. No wrapping. Heavy rusting in the splash zone . 1x chain with weight. Patch cleaned: No pitting. No scouring.
S5	9.10	9.10	9.10	1.046	40%	40	Steel pile. No wrapping. Heavy rusting in the splash zone . 1x chain with weight. Patch cleaned: No pitting. No scouring.
S6	8.90	8.80	8.80	0.988	15%	40	Steel pile. No wrapping. Heavy rusting in the splash zone . 1x chain with no weight . Patch cleaned: Minor pitting up to 1mm in depth. No scouring.
S7	8.70	8.80	8.80	0.984	25%	50	Steel pile. No wrapping. Heavy rusting in the splash zone . 1x chain with weight. Patch cleaned: Minor pitting up to 1mm in depth. No scouring.
S8	8.60	8.50	8.50	1.021	10%	40	Steel pile. No wrapping. Heavy rusting in the splash zone . 1x chain with weight. Patch cleaned: Minor pitting up to 1mm in depth. No scouring. #Old timber pile protruding approx 2 m from seabed - 0.4m away from pile S8.
S9	Timber Pile					50	Timber Pile. Appears secured. 1x chain with weight in poor condition, causing minor defects to pile. 2x steel supporting channels present at base of pile 1m height from seabed, not secured to pile due to bolt fixing are rusted out. No scouring.



Inspection Report

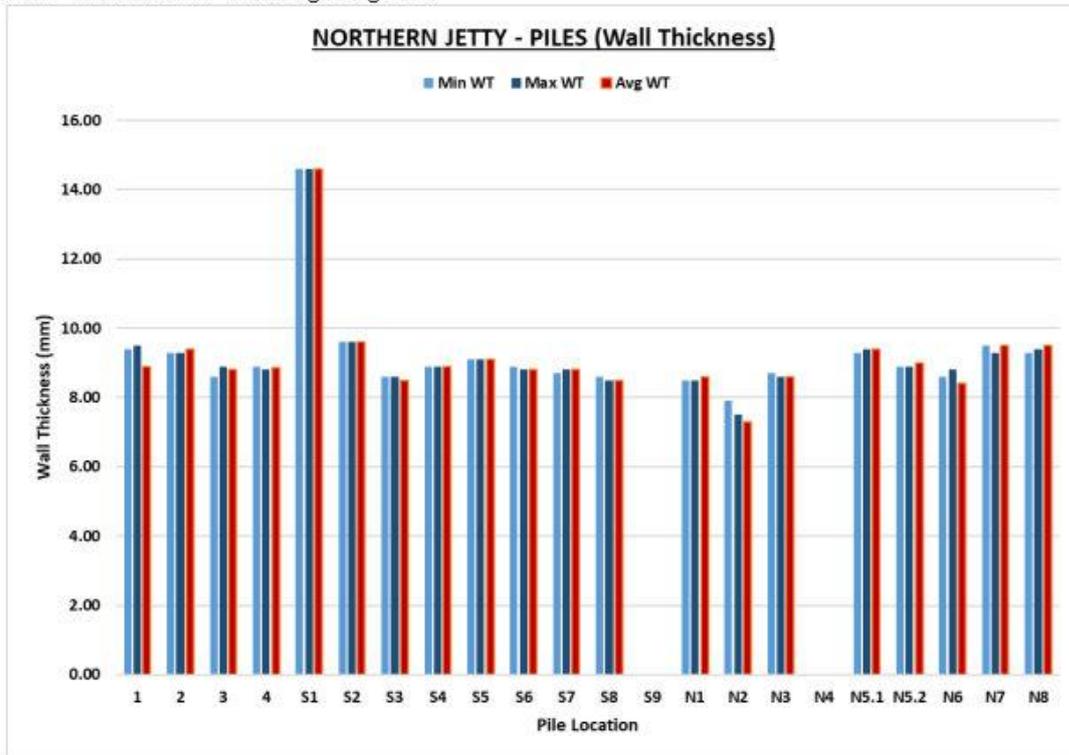


PILE No.	UT Wall Thickness			CP Reading	Anode Depletion	Marine Growth	COMMENTS
	Min [mm]	Max [mm]	Avg [mm]	{-V}	%	Avg Thickness [mm]	
N1	8.50	8.50	8.60	1.053	10%	30	Steel pile. No wrapping. Heavy rusting in the splash zone. 1x chain with no weight. Patch cleaned: Minor pitting up to 1mm in depth. No scouring.
N2	7.90	7.50	7.30	1.027	10%	20	Steel pile. No wrapping. Heavy rusting in the splash zone. 1x chain with weight. Patch cleaned: No pitting. No scouring.
N3	8.70	8.60	8.60	1.027	10%	25	Steel pile. No wrapping. Heavy rusting in the splash zone. 1x chain with weight. Patch cleaned: Minor pitting up to 1mm in depth. No scouring.
N4	Timber Pile					30	Timber pile in fair to poor condition, moderate to heavy degree of rotting and section loss was observed in the splash zone, worm holes present on the pile. It is recommend to replace the pile. No scouring.
N5.1	9.30	9.40	9.40	1.004	10%	40	Steel pile. No wrapping. Moderate rusting in the splashzone. 2x chain with weight. Patch cleaned: Moderate pitting up to 2mm in depth, 15% coverage. No scouring.
N5.2	8.90	8.90	9.00	1.071	15%	20	Steel pile. No wrapping. Moderate rusting in the splashzone. 2x chain with weight. Patch cleaned: Minor pitting up to 1mm in depth. No scouring.
N6	8.60	8.80	8.40	1.022	10%	50	Steel pile. No wrapping. Moderate rusting in the splashzone. 2x chain with weight. One weight is in poor condition. Patch cleaned: Minor pitting up to 1mm in depth. No scouring. #Old timber pile protruding approx 1 m from seabed - 0.2m away from pile N6.
N7	9.50	9.30	9.50	1.054	10%	50	Steel pile. No wrapping. Severe rusting on top of pile / in the splash zone caused by vessel impacts. 1x chain with smaller weight. Second chain with no weight. Patch cleaned: No pitting. No scouring.
N8	9.30	9.40	9.50	0.743	100%	100	Steel pile. No wrapping. Severe rusting on top of pile / in the splash zone caused by vessel impacts. 1x chain with weight in poor condition. Patch cleaned: No pitting. No scouring. #Old steel pile protruding next to pile N8. #New anode is required.

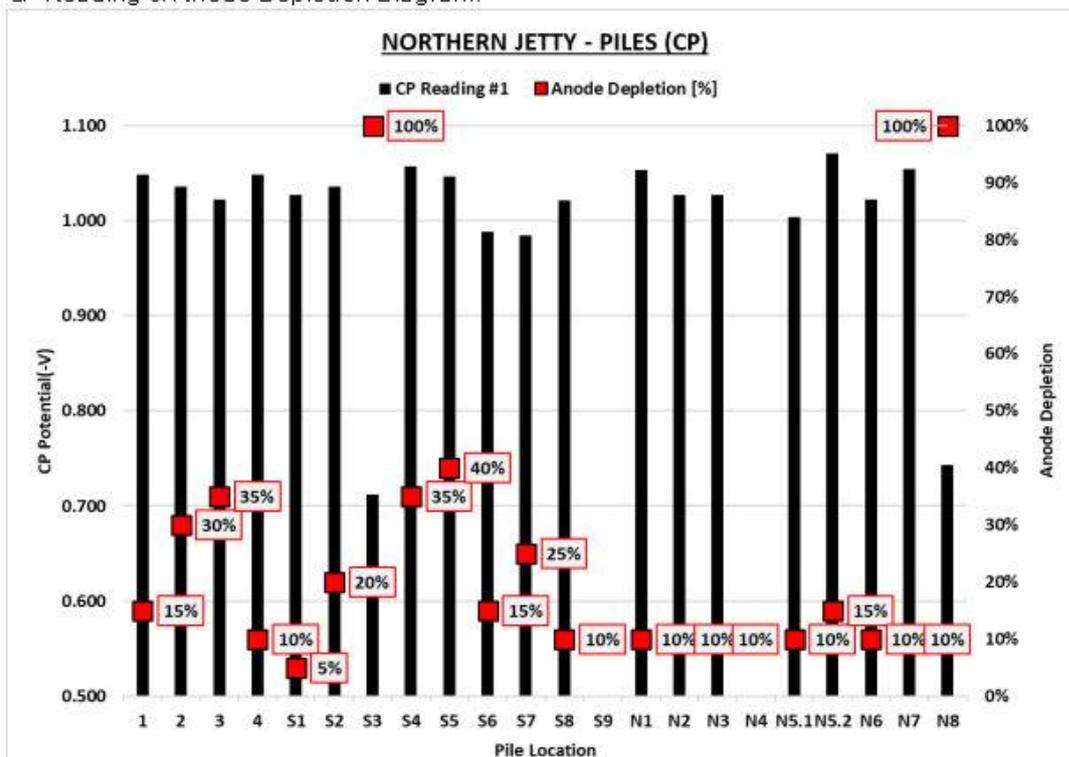
Notes: Northern Pen; Southern Pen

Note: Items highlighted in red indicate defects or require attention/repair.

Wall Thickness UT Reading Diagram:



CP Reading & Anode Depletion Diagram:



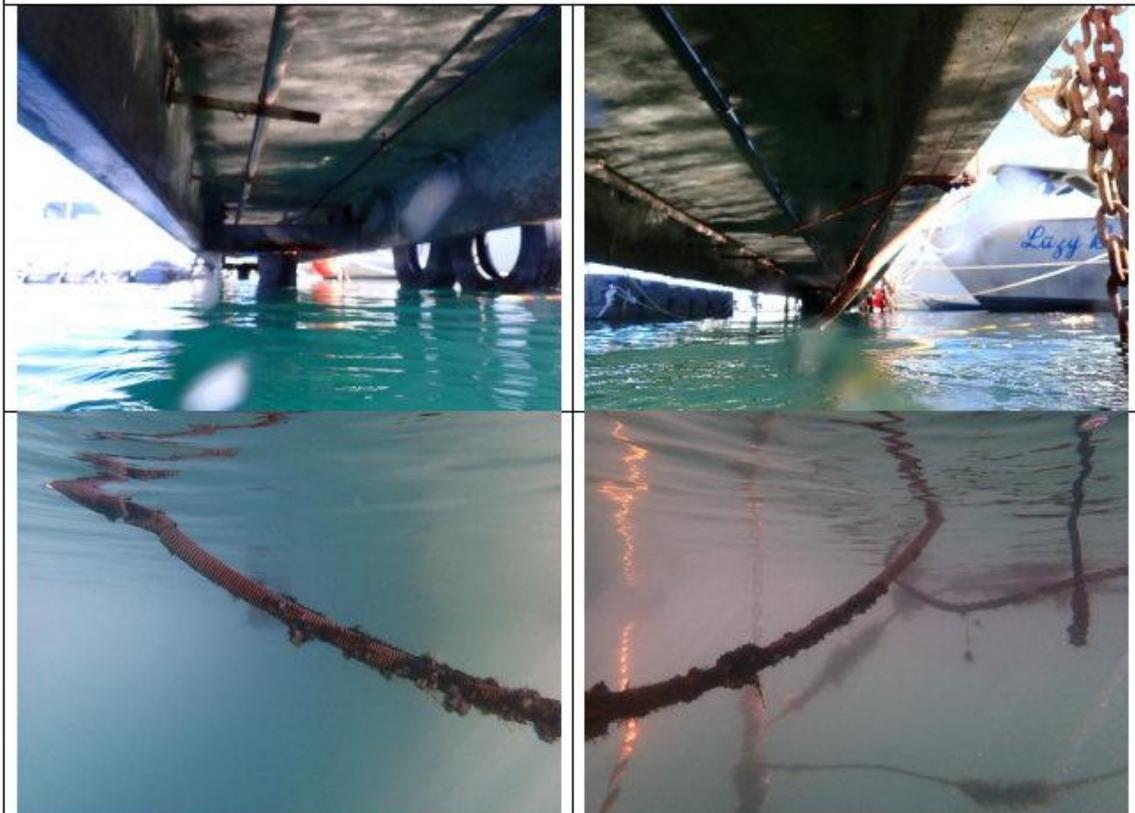
5.1.2 Other General Observations

The following anomalies were observed during inspections:

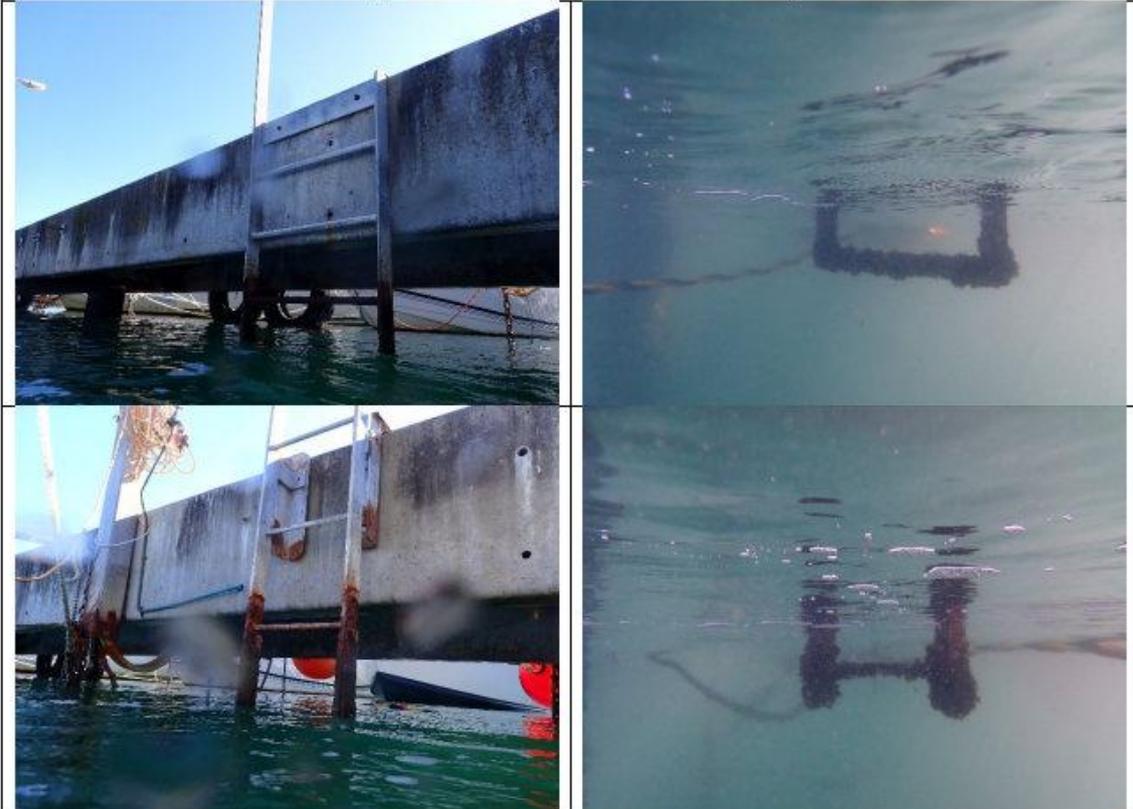




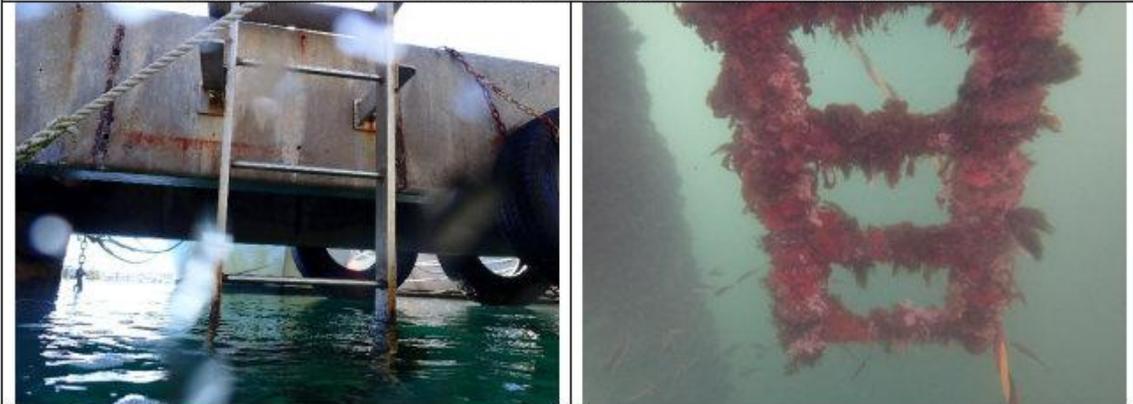
The conduit support brackets and fixings exhibit severe corrosion, with some having failed, resulting in the conduit piping becoming dislodged and partially falling into the water. It was noted that some brackets have been recently replaced with stainless steel brackets to support the conduit in the event old brackets fail.



Two mild steel ladder appears to be in fair condition with rust present at water level



One stainless steel ladder appears to be in good condition – covered by heavy marine growth



5.2 Middle Jetty

5.2.1 Piles – Summary of Inspection Results

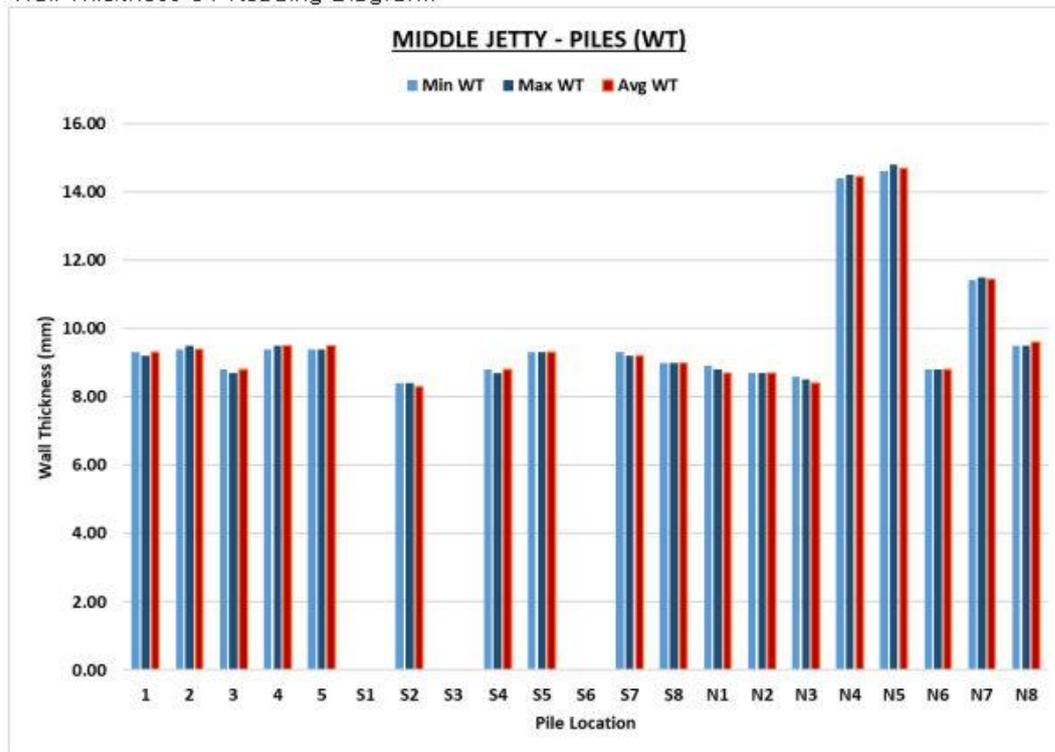
PILE No.	UT Wall Thickness			CP Reading	Anode Depletion	Marine Growth	COMMENTS
	Min [mm]	Max [mm]	Avg [mm]	{-V}	%	Avg Thickness [mm]	
1	9.30	9.20	9.30	1.028	15%	0	Steel pile with headstock, heavy rusting at headstock connections . Wrapped with Denso to 0.2m from seabed, good condition. No scouring.
2	9.40	9.50	9.40	1.046	15%	20	Steel pile with headstock, heavy rusting at headstock connections . Wrapped with Denso to 0.2m from seabed, good condition. No scouring. #Conduit piping was falling off from jetty. Fixing failed, 2m from pile 2.
3	8.80	8.70	8.80	1.037	10%	40	Steel pile with headstock, heavy rusting at headstock connections . Wrapped with Denso to 1m from seabed, good condition. Second anode at 60% depleted. Patch cleaned: No pitting. No scouring.
4	9.40	9.50	9.50	1.065	10%	40	Steel pile with headstock, severe rusting at headstock connections . Wrapped with Denso / mesh to 1m below waterline then Denso to seabed. Patch cleaned: Paint 20% depletion. No pitting. No scouring.
5	9.40	9.40	9.50	1.042	10%	40	Steel pile with headstock, severe rusting at headstock connections . Wrapped with Denso / mesh to 1m below waterline then Denso to seabed. Patch cleaned: Paint 20% depletion. No pitting. No scouring.
S1	HDPE Sleeve to seabed						HDPE sleeve to seabed. 1x chain with weight. Unable to obtain UT/CP readings. No scouring
S2	8.40	8.40	8.30	0.990	60%	20	Steel pile. No wrapping. Moderate rusting in the splash zone. Patch cleaned: Minor pitting up to 1mm in depth. No scouring.
S3	HDPE Sleeve to seabed						HDPE sleeve to seabed. 1x chain with weight. Unable to obtain UT/CP readings. No scouring
S4	8.80	8.70	8.80	1.016	20%	20	Steel pile. No wrapping. Heavy rusting in the splash zone . Patch cleaned: Minor pitting up to 1mm in depth. No scouring.
S5	9.30	9.30	9.30	0.978	25%	30	Steel pile. No wrapping. Heavy rusting in the splash zone . Patch cleaned: Moderate pitting up to 3mm in depth, coverage 10% . No scouring.
S6	Timber Pile					30	Timber pile in poor condition, moderate to heavy degree of rotting and section loss was observed in the splash zone. It is recommended to replace the pile. No scouring.
S7	9.30	9.20	9.20	1.005	25%	50	Steel pile. No wrapping. Heavy rusting in the splash zone . Patch cleaned: Moderate pitting up to 2mm in depth, coverage 5% . No scouring. Old timber pile located on the NE side.
S8	9.00	9.00	9.00	1.011	20%	60	Steel pile with headstock, heavy rusting at headstock connections , wrapped with Denso. Denso / mesh appear good. Patch cleaned: Paint intact. No pitting. No scouring.
N1	8.90	8.80	8.70	1.030	10%	10	Steel pile with HDPE sleeve to 0.6m above seabed. 1x chain with weight. Minor defects on Denso. Patch cleaned: Minor pitting up to 1mm in depth. No scouring.
N2	8.70	8.70	8.70	0.996	Anode behind HDPE Sleeve	10	Steel pile with HDPE sleeve to 0.6m above seabed. 1x chain with weight. Anode locates behind HDPE . Patch cleaned: Minor pitting up to 1mm in depth. No scouring.
N3	8.60	8.50	8.40	1.042	60%	25	Steel pile. No wrapping. Heavy rusting in the splash zone . 1x chain with missing weight. Denso is in poor condition. Ropes bunched in the splash zone can accelerate corrosion of the piles. Patch cleaned: Moderate pitting up to 3mm in depth, coverage 20% . No scouring.
N4	14.40	14.50	14.45	0.998	10%	40	Steel pile. No wrapping. Moderate rusting in the splash zone. 1x chain with smaller weight. Patch cleaned: Minor pitting up to 1mm in depth. No scouring.
N5	14.60	14.80	14.70	1.001	20%	40	Steel pile. No wrapping. Heavy rusting in the splash zone . 1x chain with weight. Patch cleaned: Minor pitting up to 1mm in depth. No scouring.
N6	8.80	8.80	8.80	1.046	15%	60	Steel pile. No wrapping. Moderate rusting in the splash zone. Patch cleaned: Minor pitting up to 1mm in depth. No scouring.
N7	11.40	11.50	11.45	0.938	25%	60	Steel pile. No wrapping. Moderate rusting in the splash zone. 1x chain with weight. Patch cleaned: Minor pitting up to 1mm in depth. No scouring.
N8	9.50	9.50	9.60	1.045	15%	75	Steel pile with headstock, heavy rusting at headstock connections , wrapped with Denso / mesh. Damage to the wrapping observed at waterline . Patch cleaned: Paint depletion 15%. No pitting. No scouring

Notes: Northern Pen; Southern Pen

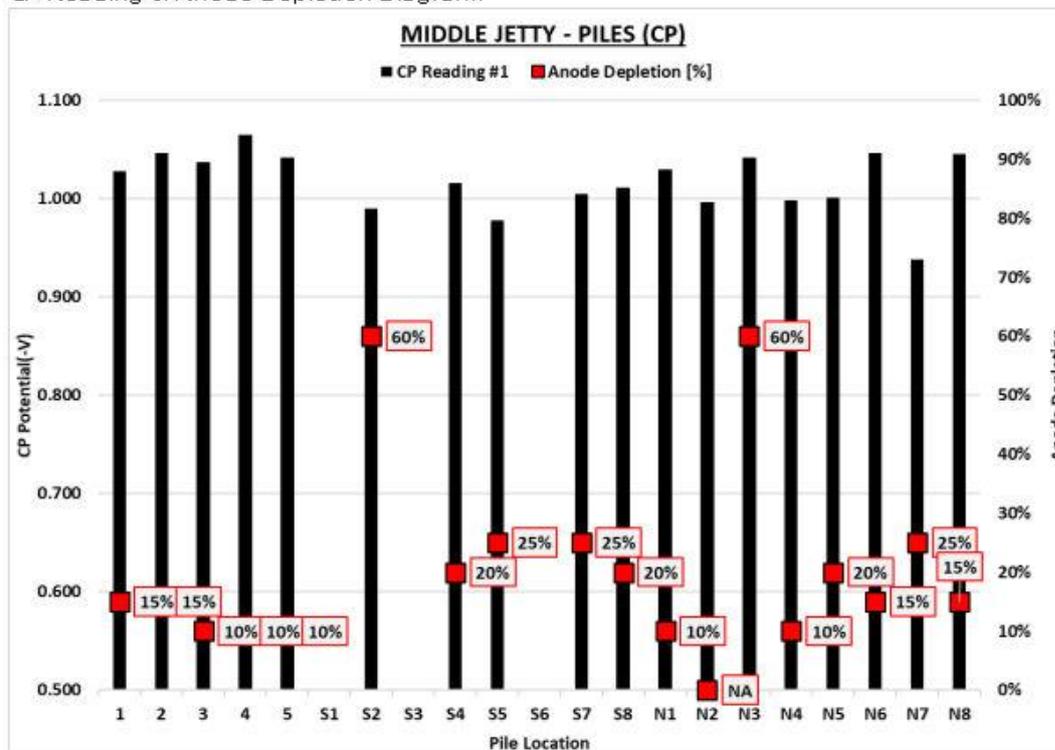
Note: Items highlighted in red indicate defects or require attention/repair.



Wall Thickness UT Reading Diagram:



CP Reading & Anode Depletion Diagram:



5.2.2 Other General Observations

The following anomalies were observed during inspections:

Severe delamination and corrosion have been observed on the headstocks above Jetty Piles 1-5, N8, S8



Heavy rusting was generally observed in the splash zone of the mooring piles, with 100% paint depletion.

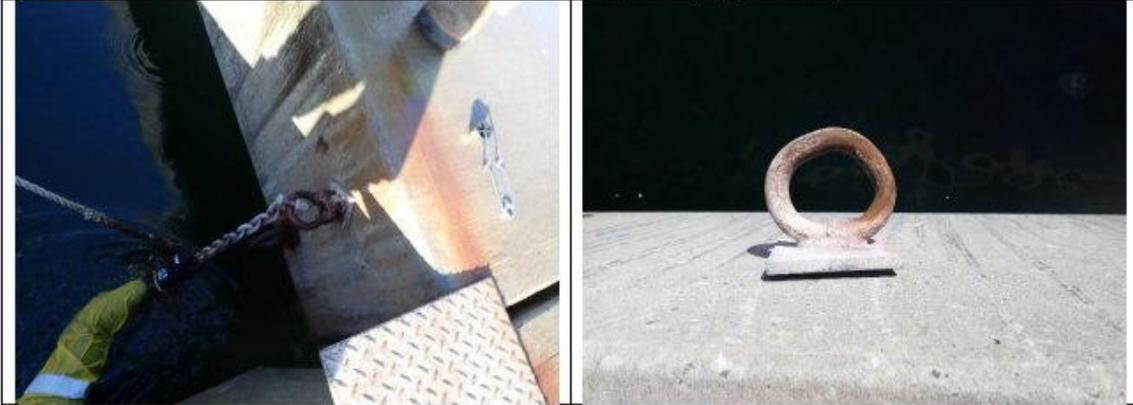


The conduit support brackets and fixings exhibit severe corrosion, with some having failed, resulting in the conduit piping becoming dislodged and partially falling into the water. It was noted that some brackets have been recently replaced with stainless steel brackets.



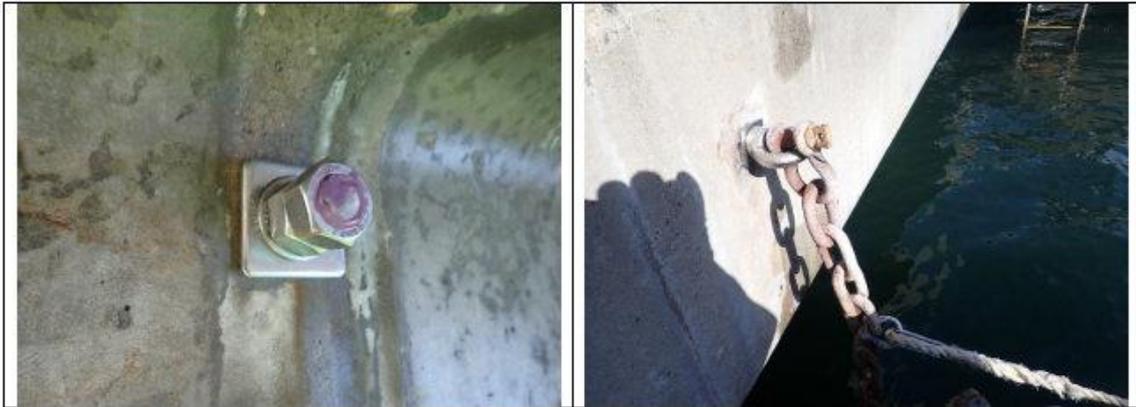
Four (4) galvanised steel pad eye mooring lugs were replaced with stainless steel pad eyes on 28/07/2025

Deteriorated galvanised steel pad eyes (removed)



New stainless steel pad eyes installed on Middle Jetty





5.3 Southern Jetty

5.3.1 Piles – Summary of Inspection Results

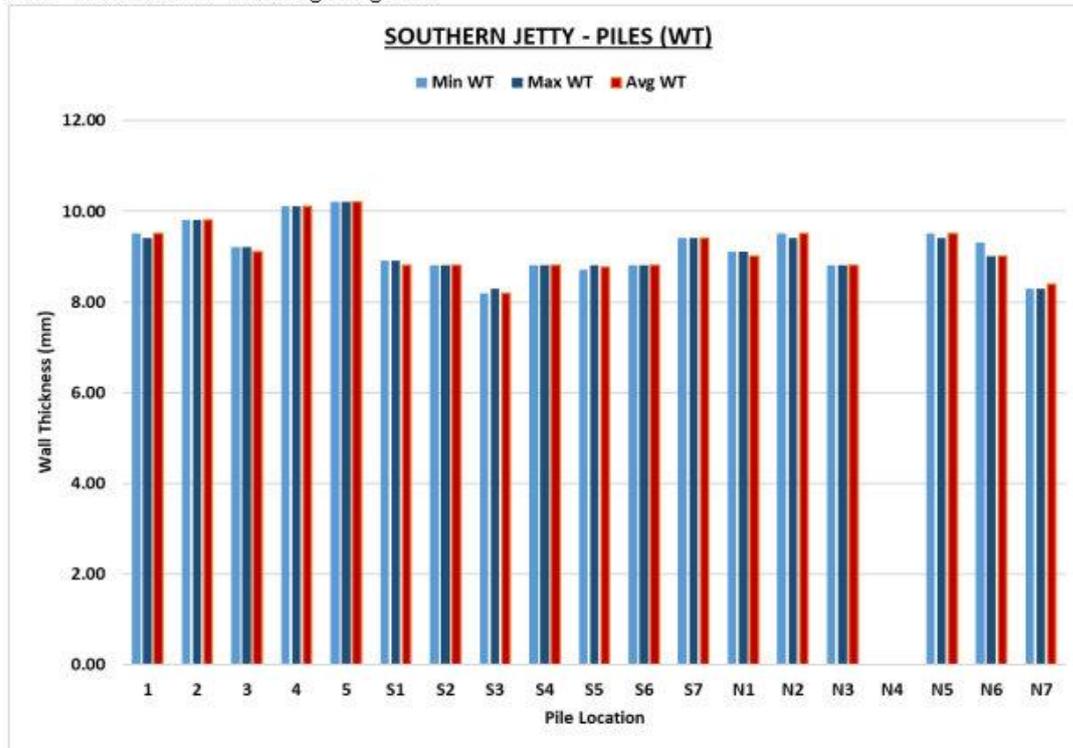
PILE No.	UT Wall Thickness			CP Reading	Anode Depletion	Marine Growth	COMMENTS
	Min [mm]	Max [mm]	Avg [mm]	{-V}	%	Avg Thickness [mm]	
1	9.50	9.40	9.50	0.994	5%	5	Steel pile with headstock, heavy rusting at headstock connections , wrapped with Denso / mesh. Patch cleaned: 20% paint depletion. No pitting. No scouring.
2	9.80	9.80	9.80	1.049	5%	20	Steel pile with headstock, heavy rusting at headstock connections , wrapped with Denso / mesh. Patch cleaned: 50% paint depletion. No pitting. No scouring.
3	9.20	9.20	9.10	1.060	5%	30	Steel pile with headstock, severe rusting at headstock connections , wrapped with Denso / mesh. Patch cleaned: 50% paint depletion. No pitting. No scouring.
4	10.10	10.10	10.10	1.055	10%	45	Steel pile with headstock, severe rusting at headstock connections , wrapped with Denso / mesh. Denso wrapping is peeling off underwater . Patch cleaned: 20% paint depletion. No pitting. No scouring.
5	10.20	10.20	10.20	1.059	15%	50	Steel pile with headstock, severe rusting at headstock connections , wrapped with Denso / mesh. Denso wrapping is peeling off underwater . Patch cleaned: 40% paint depletion. No pitting. No scouring.
S1	8.90	8.90	8.80	1.070	50%	20	Steel pile. No wrapping. Damage present on the pile at 0.5m above waterline due to impact. 1 x chain with missing weight . Patch cleaned: 30% paint depletion. No pitting. No scouring.
S2	8.80	8.80	8.80	1.064	50%	30	Steel pile. Denso wrapping is in poor condition. Moderate rusting in the splash zone. 2 x chain with weight. Patch cleaned: 30% paint depletion. No pitting. No scouring.
S3	8.20	8.30	8.20	1.054	10%	30	Steel pile. No wrapping. 100% paint depletion in the splash zone. Moderate rusting in the splash zone. 2 x chain with weight in place. Patch cleaned: 90% paint depletion. Minor pitting. Minor scouring.
S4	8.80	8.80	8.80	1.048	5%	40	Steel pile. No wrapping. 100% paint depletion in the splash zone. Moderate rusting in the splash zone. 2 x chain with weight in place. Patch cleaned: 100% paint depletion. No pitting. No scouring.
S5	8.70	8.80	8.77	0.70	N/A	30	Near new steel pile. 1 x chain with weight. HDPE sleeve to 1.7m above seabed. No anode . Patch cleaned: 100% paint depletion. No pitting. 0.2m scouring.
S6	8.80	8.80	8.80	1.052	10%	50	Steel pile. No wrapping. Heavy rusting in the splash zone. 1 x chain with weight. Splash zone Wall Thickness = 5.8mm. Patch cleaned: Minor pitting up to 1mm in depth. No scouring.
S7	9.40	9.40	9.40	1.057	5%	60	Steel pile with headstock, heavy rusting at headstock connections , wrapped with Denso / mesh. Denso wrapping is peeling off underwater . Patch cleaned: 20% paint depletion. No pitting. No scouring.
N1	9.10	9.10	9.00	1.087	5%	20	Steel pile. Very minor defects on the paints above water. Denso wrapped from waterline to seabed, Denso wrapping is in poor condition. Second anode 75% depletion. Patch cleaned: Paint intact. No pitting. No scouring.
N2	9.50	9.40	9.50	1.090	15%	30	Steel pile. Very minor defects on the paints above water. Heavy rusting and heavy coating delamination present at mooring lug. Denso wrapped from waterline to seabed. Patch cleaned: No pitting. No scouring.
N3	8.80	8.80	8.80	1.067	5%	35	Steel pile. No wrapping. Moderate rusting in the splash zone. 80% paint depletion above water. 1 x chain with weight. Second anode 80% depleted. Patch cleaned: 80% paint depletion. No pitting. No scouring.
N4	Timber Pile					30	Timber pile in poor condition, moderate to heavy degree of cracking was observed in the splash zone. Heavy rotting underwater. It is recommended to replace the pile. No scouring.
N5	9.50	9.40	9.50	0.978	20%	35	Steel pile. No wrapping. Moderate rusting in the splash zone. 80% paint depletion above water. 1 x chain with missing weight. Patch cleaned: Minor pitting up to 1mm in depth. No scouring.
N6	9.30	9.00	9.00	0.980	30%	50	Steel pile. No wrapping. Heavy rusting in the splash zone. 1 x chain with weight. Patch cleaned: Minor pitting up to 1mm in depth. No scouring.
N7	8.30	8.30	8.40	1.054	30%	50	Steel pile with headstock, heavy rusting at headstock connections , wrapped with Denso / mesh. Denso wrapping is peeling off in the splash zone. Patch cleaned: 10% paint depletion. No pitting. No scouring.

Notes: N Northern Pen; S Southern Pen

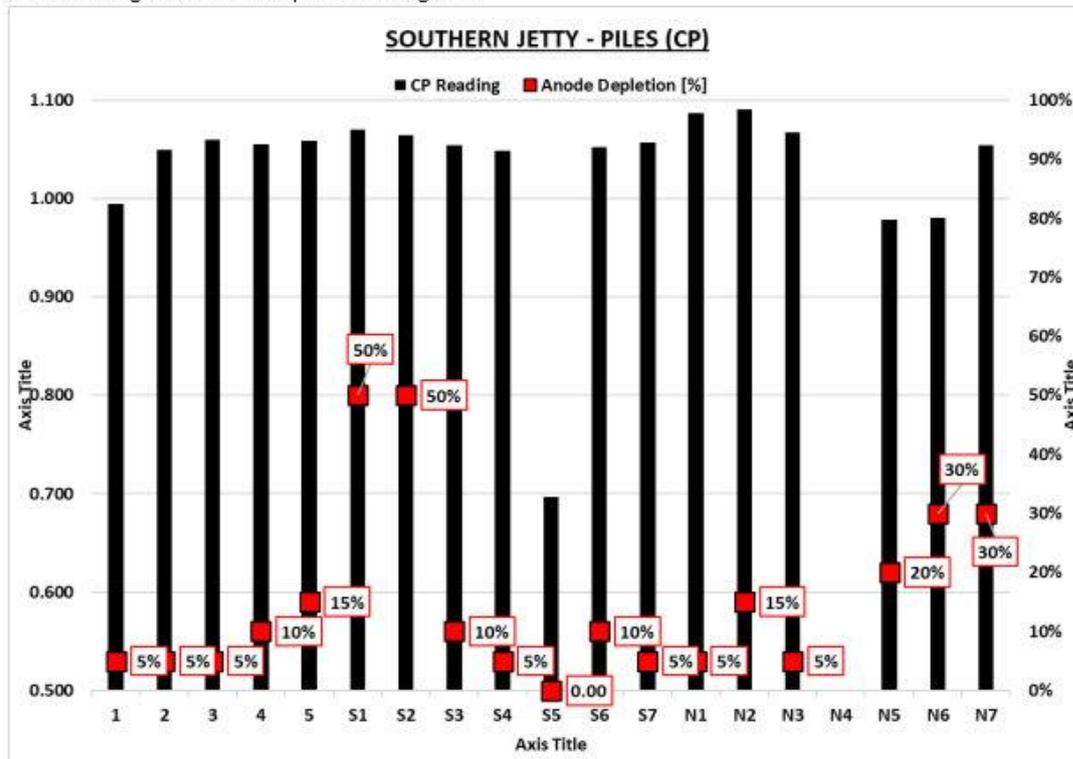
Note: Items highlighted in red indicate defects or require attention/repair.



Wall Thickness UT Reading Diagram:

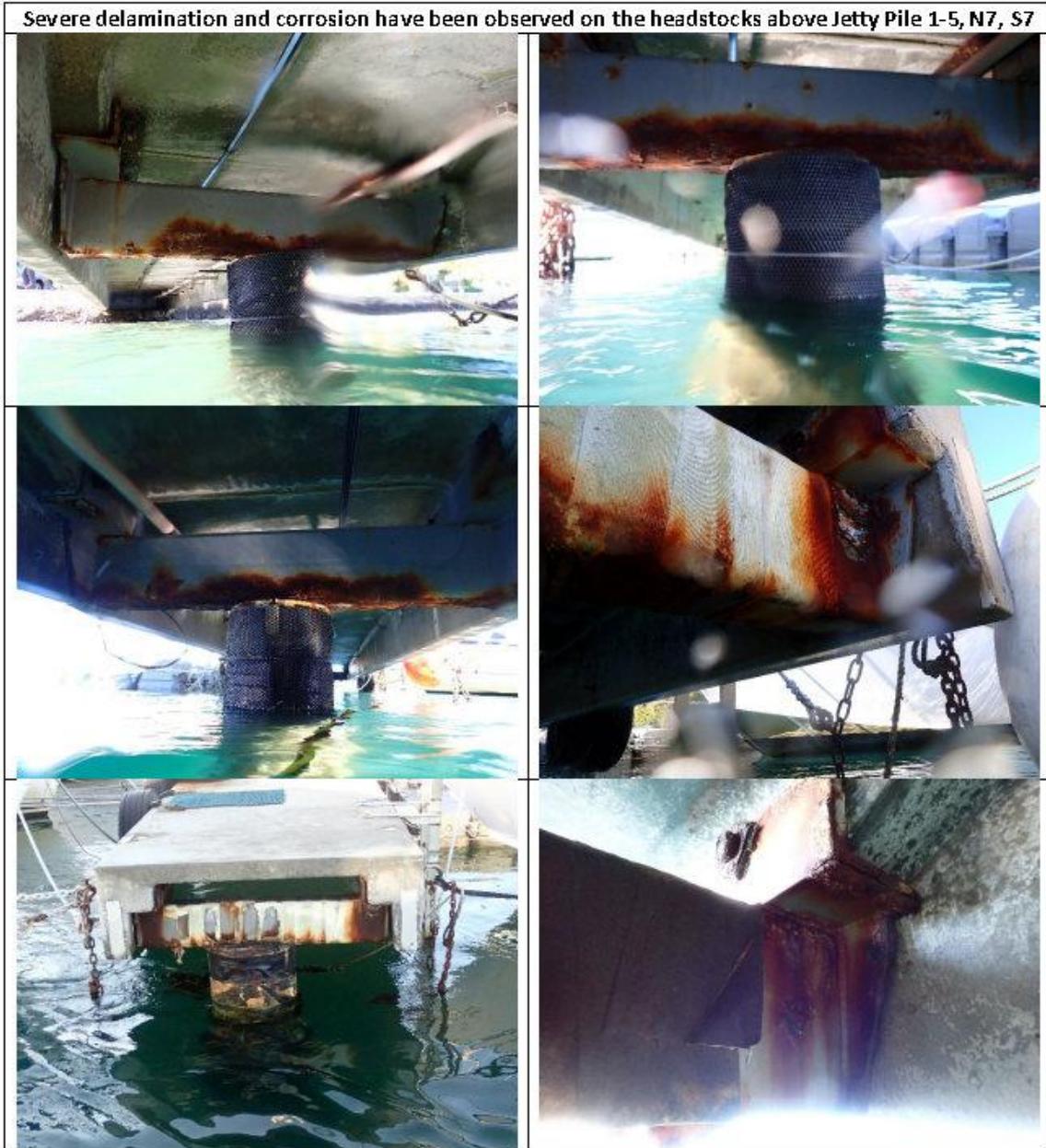


CP Reading & Anode Depletion Diagram:



5.3.2 Other General Observations

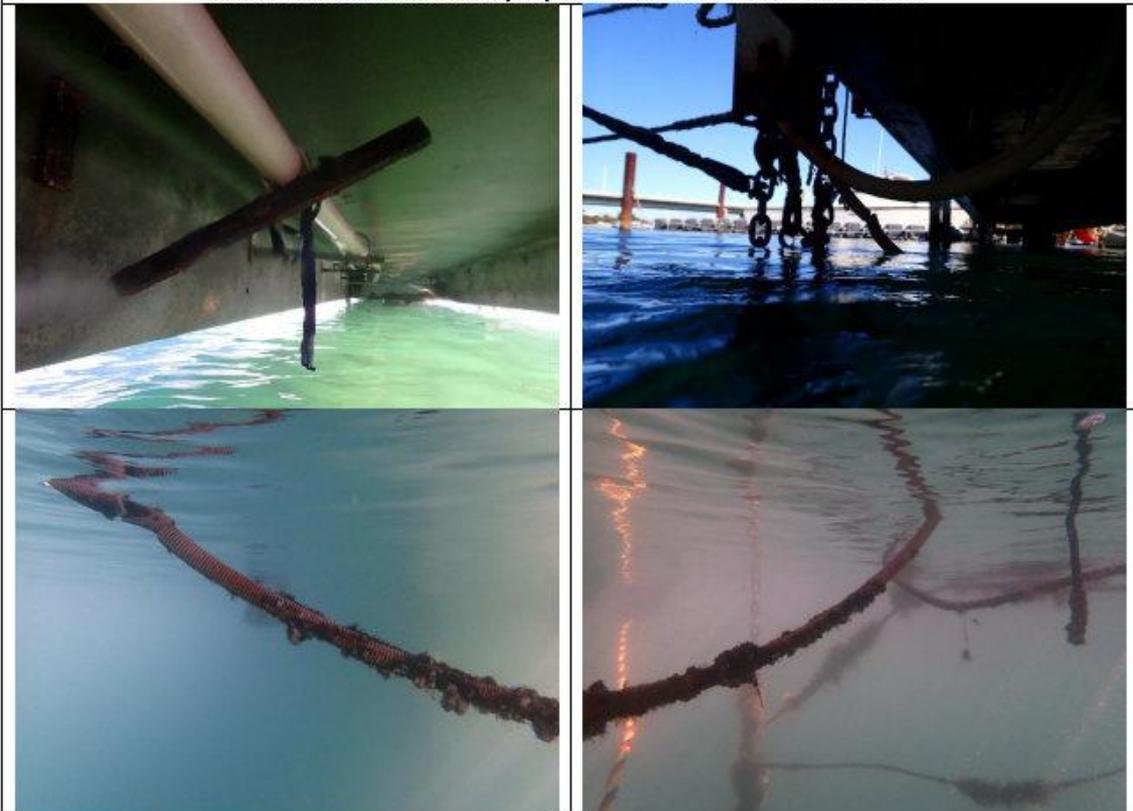
The following anomalies were observed during inspections:



Heavy rusting was generally observed in the splash zone of the mooring piles, with 100% paint depletion.



The conduit support brackets and fixings exhibit severe corrosion, with some having failed, resulting in the conduit piping becoming dislodged and partially falling into the water. It was noted that some brackets have been recently replaced with stainless steel brackets.



6 Conclusions and Recommendations

In conclusion, the piles of the Three Jetties asset are overall in fair condition, while the topside steel structures are in poor condition. The concrete decking is generally in good condition.

Some defects require attention or repair are listed below:

Northern Jetty:

- CP signature readings from the majority of steel piles indicate adequate protection at the time of inspection, with values more negative than -0.80 V. However, two piles exhibited inadequate CP levels and 100% anode depletion. These anodes require replacement.
- Pile wrapping damaged and in poor condition on Pile 4.
- Timber pile N4 is in poor condition. Replacement of the pile is recommended.

Middle Jetty:

- The CP signature readings from the steel piles suggest adequate Cathodic Protection at the time of inspection.
- Denso is in poor condition on Pile N1, N3, N8.
- Timber pile S6 is in poor condition. Replacement of the pile is recommended.
- All 8 Timber chafers are loose due to loose fixings. It is recommended that all fixings be re-tensioned.

Southern Jetty:

- No anode has been observed on the new installed steel pile S5. It is recommended to install a new anode. The CP signature readings from the other steel piles suggest adequate Cathodic Protection at the time of inspection.
- Denso is in poor condition on Pile 4, 5, S2, S7, N1, N7. It is recommended to replace Denso wrapping on Pile S2 and N7 where the Denso wrapping is in very poor condition.
- Timber pile N4 is in poor condition. Replacement of the pile is recommended.

Overall:

- Severe delamination and corrosion has been observed on the headstocks above jetty piles throughout all three jetties. It is recommended to consult with a corrosion engineer to determine the remediation process for the deterioration of the headstocks and other steel structures such as ladders and cable brackets. Indianic has the capability to conduct remediation works to assist with extension of life options. This should be considered a high priority as these are structural components.
- The conduit support brackets and fixings exhibit severe corrosion, with some having already failed, resulting in the conduit piping becoming dislodged and partially falling into the water. It was noted that some brackets have been recently replaced with stainless steel alternatives. It is recommended that the remaining corroded brackets be replaced as a priority, as the conduit in water may pose a safety hazard, particularly if the conduit contains active cabling.
- No protective wrapping was observed on most of the steel mooring piles. 30% - 100% paint loss has been observed above waterline / in the splash zone. Heavy corrosion was observed on the mooring piles in the splash zone. It is recommended to apply pile wrapping, particularly in the splash zone, to extend the remaining service life of the piles. Additionally, it is advised to thoroughly clean the rust layer from the steel surface in the splash zone to allow for accurate wall thickness measurements and to facilitate an engineering assessment of the pile's load-bearing capacity.



Appendix 1 – Relevant Australian Standards

- Corrosion prevention:
 - AS 2312: 2014
 - AS 2312-2002
 - AS 4036-2006
- Diving: AS 2299.1 and AS 2815
- Environmental management - ISO 14001
- Handrails: AS 1428
- Ladders / Catwalks: AS 1657-2013
- Quality assurance - ISO 9001
- Rigging and lifting: AS 4991-2004
- Safety Management: AS 4801

Appendix 2 – Piles Pictures / Photos

Northern Jetty:

Pile 1:



Pile 2:



Pile 3:



Pile 4:



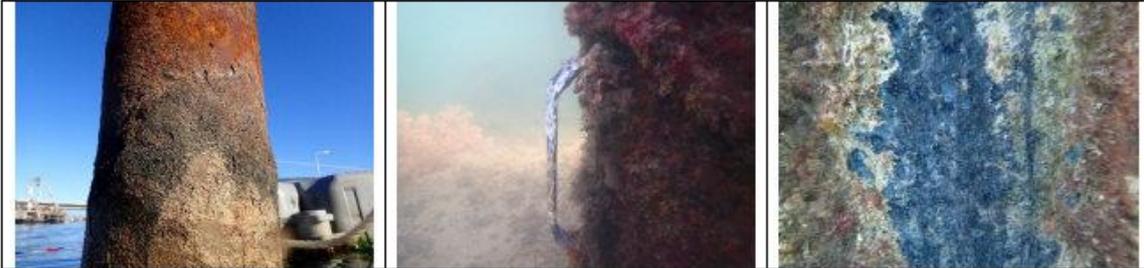
Pile S1:



Pile S2:



Pile S3:



Pile S4:



Pile S5:



Pile S6:



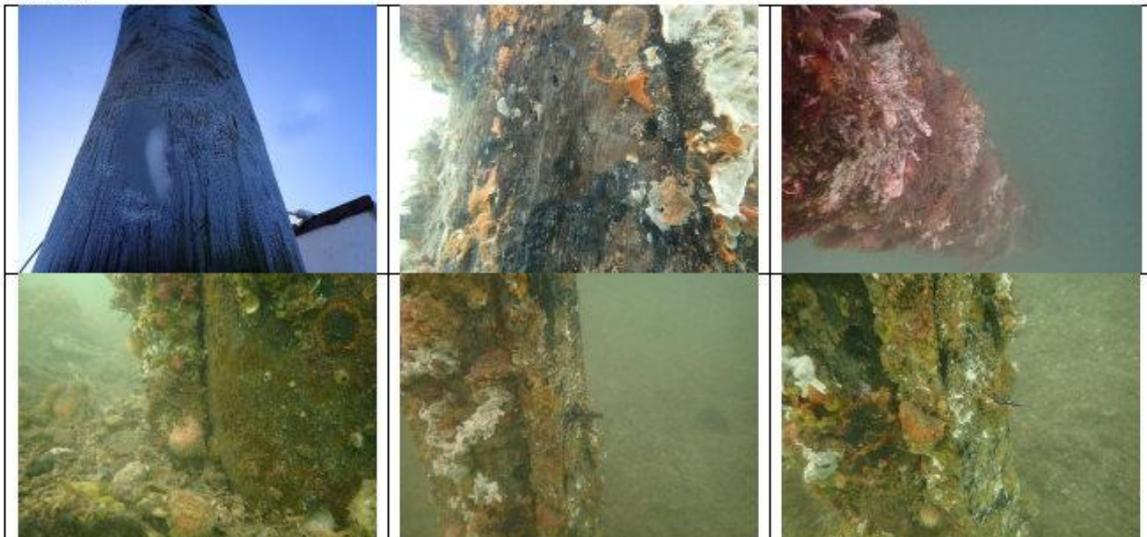
Pile S7



Pile S8:



Pile S9:



Pile N1:



Pile N2:



Pile N3:



Pile N4:



Pile N5.1:



Pile N5.2:



Pile N6:



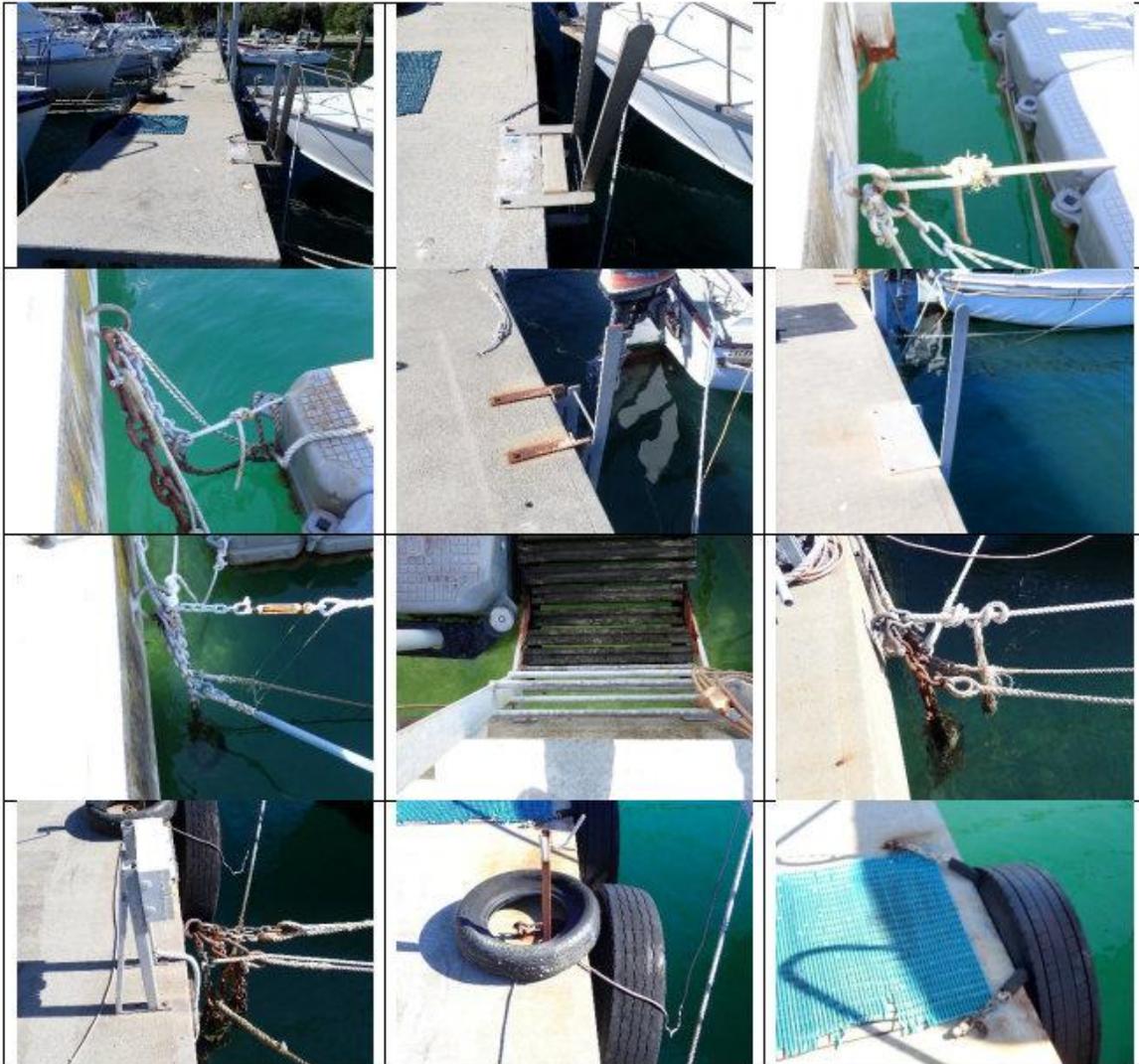
Pile N7:



Pile N8:



Top Side:



Middle Jetty:

Pile 1



Pile 2:



Pile 3:



Pile 4:



Pile S1:



Pile S1:



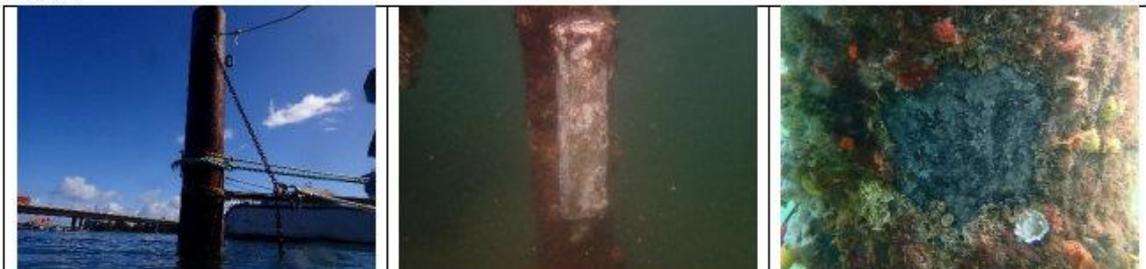
Pile S2



Pile S3:



Pile S4:



Pile S5:



Pile S6:



Pile S7:



Pile S8:



Pile N1:



Pile N2:



Pile N3:



Pile N4:



Pile N5:



Pile N6:



Inspection Report



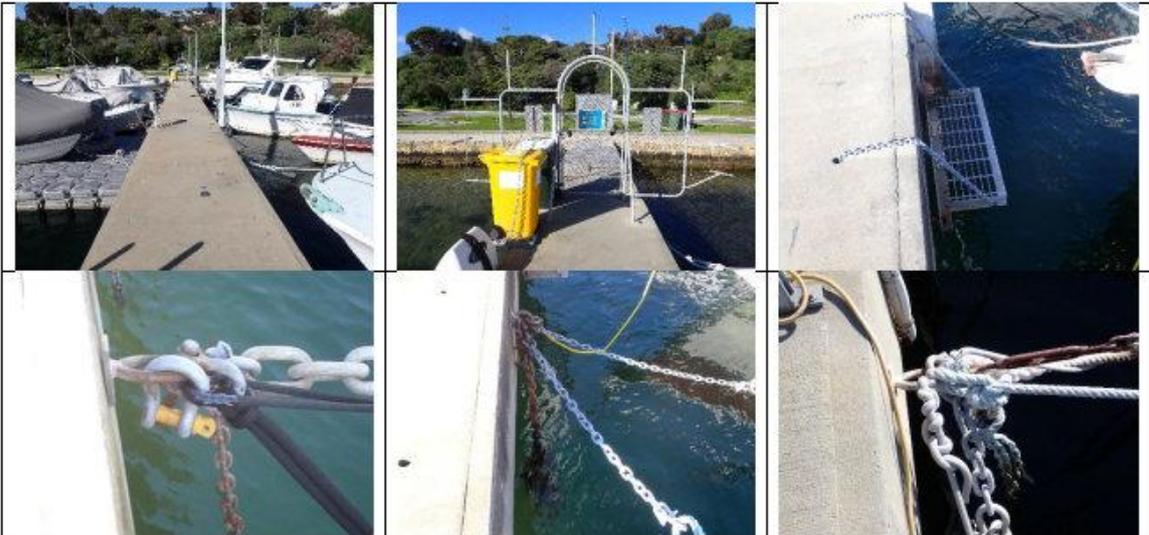
Pile N7:



Pile N8:



Top Side:



Southern Jetty:

Pile 1



Pile 2:



Pile 3:



Pile 4:



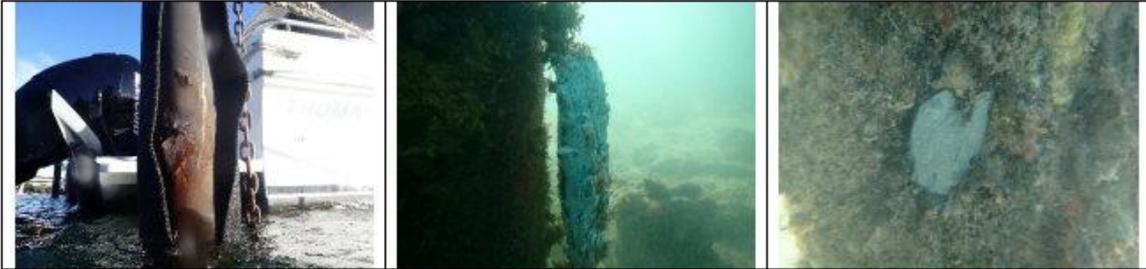
Inspection Report



Pile S1:



Pile S1:



Pile S2



Pile S3:



Pile S4:



Pile S5:



Pile S6:



Pile S7:



Pile N1:



Pile N2:





Pile N.3:



Pile N.4



Pile N.5:

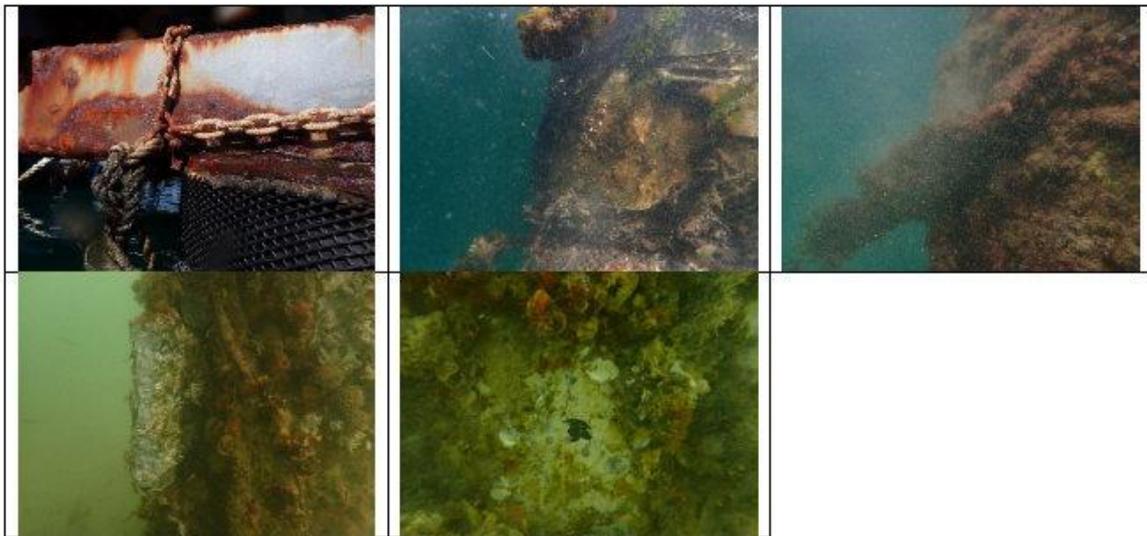


Pile N.6:



Pile N.7





Top Side:



Note: Additional photos are available upon request.





INDIANIC

REPORT

July 2025

Leeuwin Boat Ramp
NDT & Visual Inspection
At: East Fremantle

Client:
Town of East Fremantle

INDIANIC Ref: East Fremantle 24021
Revision: 0
Report Issued: 15/08/2025

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Revision History

Prepared by:	Approved by:	Version	Date
Kyle Zhao, Civil Engineer	Jacob Zimmerman, Superintendent - Defence Base Operations	0	15/08/2025

Distribution

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1 Introduction

This report presents the findings and inspection results carried out by INDIANIC to support the ongoing maintenance of assets at the Leeuwin Boat Ramp of the East Fremantle City Council facility in East Fremantle, WA. The following surveys were conducted:

- Structural Piles, with the General Visual Inspection of all the piles.
- Ultrasonic Thickness (UT) and Cathodic Protection (CP) reading test on all the piles (if applicable).

Start Date	28/07/2025
End Date	28/07/2025

2 Scope of Works

2.1 Pile Inspections

Performed:

- A General Visual Inspection (GVI) of any anomalies and general condition of each pile.
- Ultrasonic Thickness (UT) testing readings of each pile.
- Cathodic Protection (CP) readings of each pile.
- GVI of the topside of the ramp and jetties.

2.2 Raw Data Collection and Interpretation

Collated inspection data/findings on a spreadsheet, coinciding with a plan and pile/pole numbers for engineering assessment.

2.3 Certification

Where required certification will be provided for elements that fall under the Australian standards. The relevant standards will be listed within this report highlighting the relevant section. Where certification is required, the information will be populated into either a separate report or a register. Please also refer to the relevant Australian Standards in the Appendix 1 of this report.



3 Location

The inspection data and findings, for Leeuwin Boat Ramp at East Fremantle, are based on the direction(s) / arrangements stated below.



4 Diving Project Process

The following information is based on the diving inspection works at the location(s) as described:

Three Jetties Inspection at East Fremantle	
Date Conducted	28/07/2025
Client(s)	Town of East Fremantle
Location	Three Jetties - East Fremantle.
Criteria	GVI, UT and CP Testing of Steel Piles, GVI of Timber Piles
Diving Supervisor(s)	Ben Thomas
Dive Team Members	Andrei Dufall, Wayne Colliver
Support Vessel / Equipment	INDIANIC Dive Truck, SSBA, UT Meter, CP Reasder, Hand tools, Camera



5 Summary of Findings and Results

Note:

- The piling numbering has been referenced in [Section 3 Location](#).
- This section includes typical condition photos only. Additional images are attached in the [Appendix 2](#). Due to space limits, not all inspection photos have been included. Further photos are available upon request.

5.1 Piles – Summary of Inspection Results

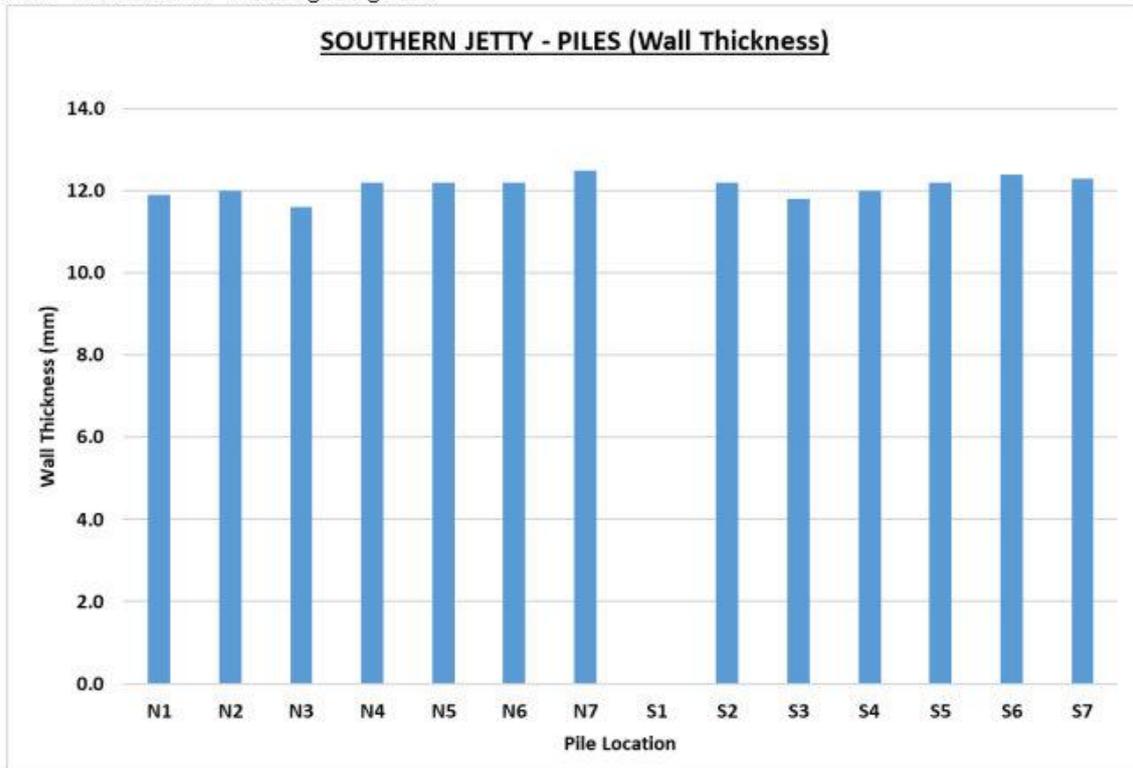
PILE No.	UT Wall Thickness	CP Reading	Anode Depletion	Marine Growth	COMMENTS
	[mm]	[+V]	%	Avg Thickness [mm]	
N1	11.9	1.018	N/A	20	Pile wrapping in place - Good. Headstock / pile top - Heavy rusting. No anodes.
N2	12.0	1.023	N/A	20	Pile wrapping in place - Good. No mesh. Headstock / pile top - Heavy rusting. No anodes.
N3	11.6	1.001	N/A	50	Pile wrapping in place - Good. No mesh. Headstock / pile top - Heavy rusting. No anodes.
N4	12.2	1.016	N/A	50	Pile wrapping / mesh in place - Good. Headstock / pile top - Heavy rusting. No anodes.
N5	12.2	1.045	15%	50	Pile wrapping in place - Good. No mesh. Headstock / pile top - Heavy rusting. 2 anodes.
N6	12.2	1.048	15%	50	Pile wrapping in place - Good. No mesh. Headstock / pile top - Heavy rusting. 2 anodes.
N7	12.5	1.055	15%	50	Pile wrapping in place - Good. No mesh. Headstock / pile top - Heavy rusting. 1 anode.
S1	N/A	0.985	N/A	10	Pile wrapping / mesh in place - Good. Headstock / pile top - Heavy rusting. Unable to obtain UT readings. No anodes.
S2	12.2	1.012	N/A	20	Pile wrapping / mesh in place - Good. Headstock / pile top - Heavy rusting. No anodes.
S3	11.8	0.991	N/A	20	Pile wrapping / mesh in place - Good. Headstock / pile top - Heavy rusting. No anodes.
S4	12.0	1.019	N/A	50	Pile wrapping / mesh in place - Good. Headstock / pile top - Heavy rusting. No anodes.
S5	12.2	1.045	20%	50	Pile wrapping / mesh in place - Good. Headstock / pile top - Heavy rusting. 2 anodes.
S6	12.4	1.051	20%	50	Pile wrapping / mesh in place - Good. Headstock / pile top - Heavy rusting. 2 anodes.
S7	12.3	1.052	15% x 1	50	Pile wrapping / mesh in place - Good. Headstock / pile top - Heavy rusting. 1 anode.

Note: **N** Northern Jetty; **S** Southern Jetty

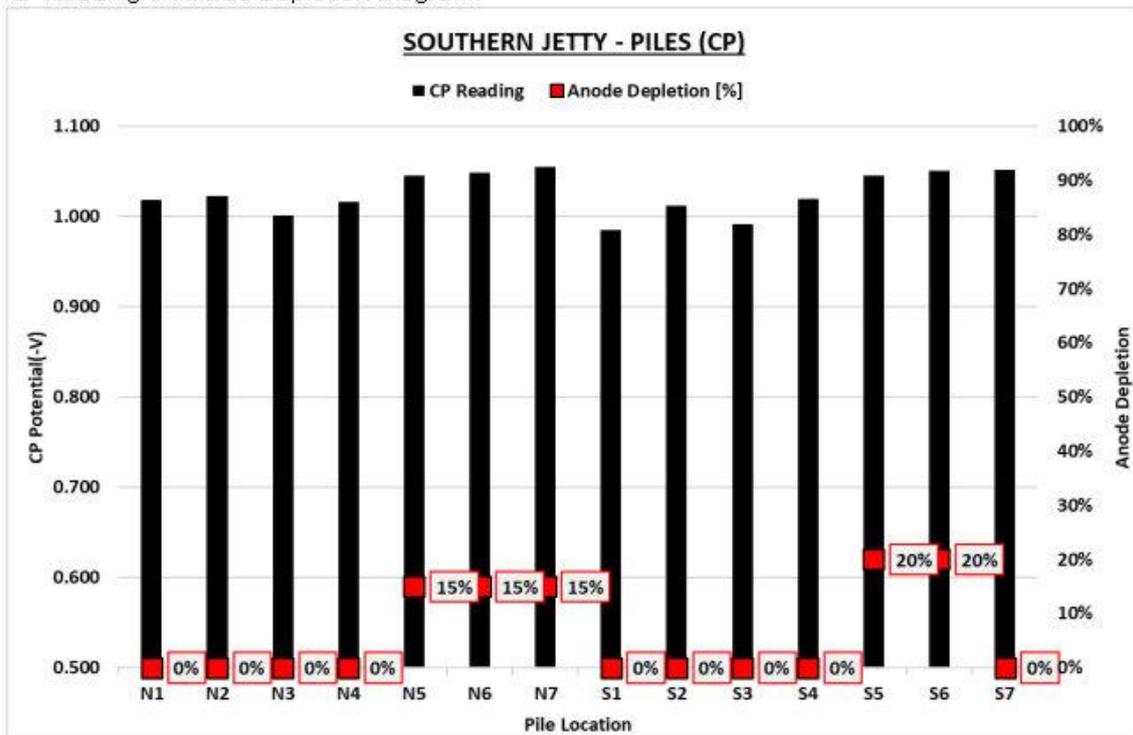
Note: Items highlighted in red indicate defects or require attention/repair.



Wall Thickness UT Reading Diagram:



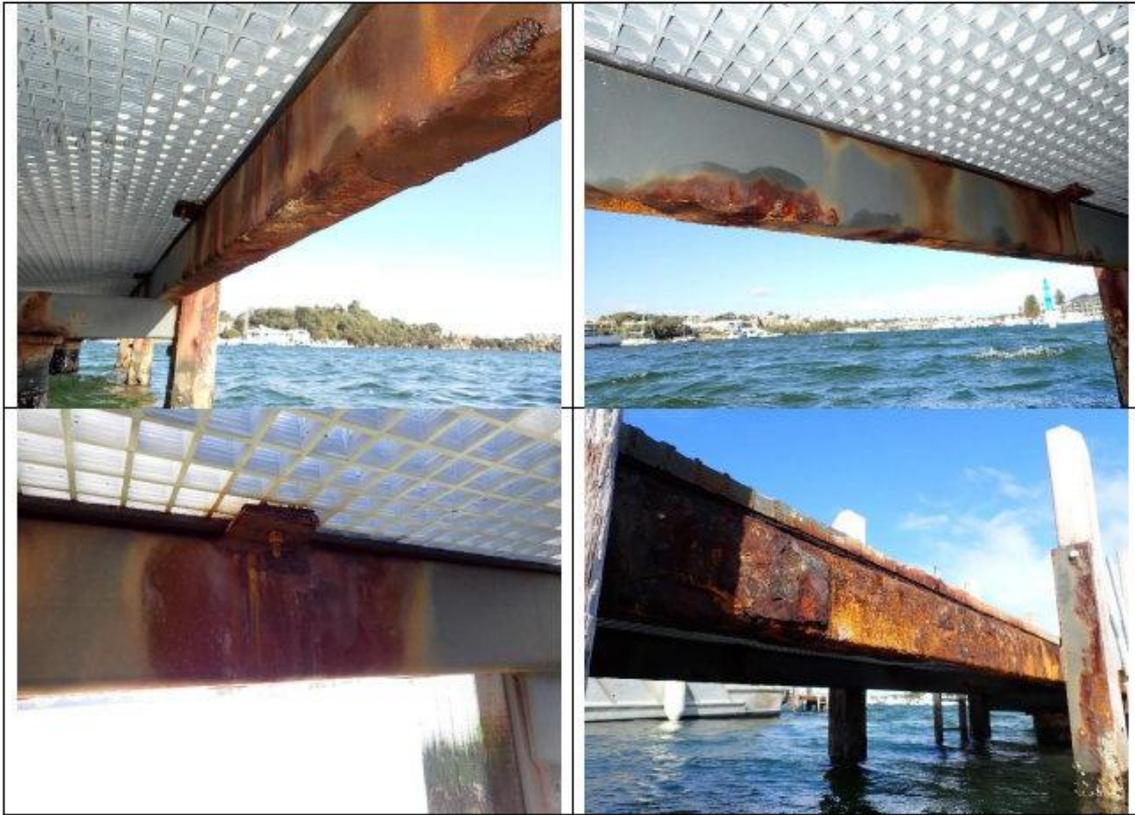
CP Reading & Anode Depletion Diagram:



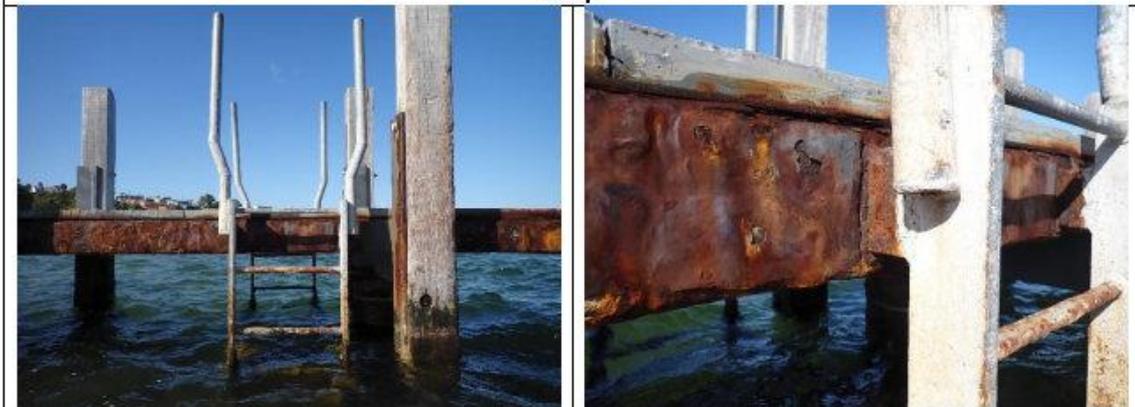
5.2 Other General Observations

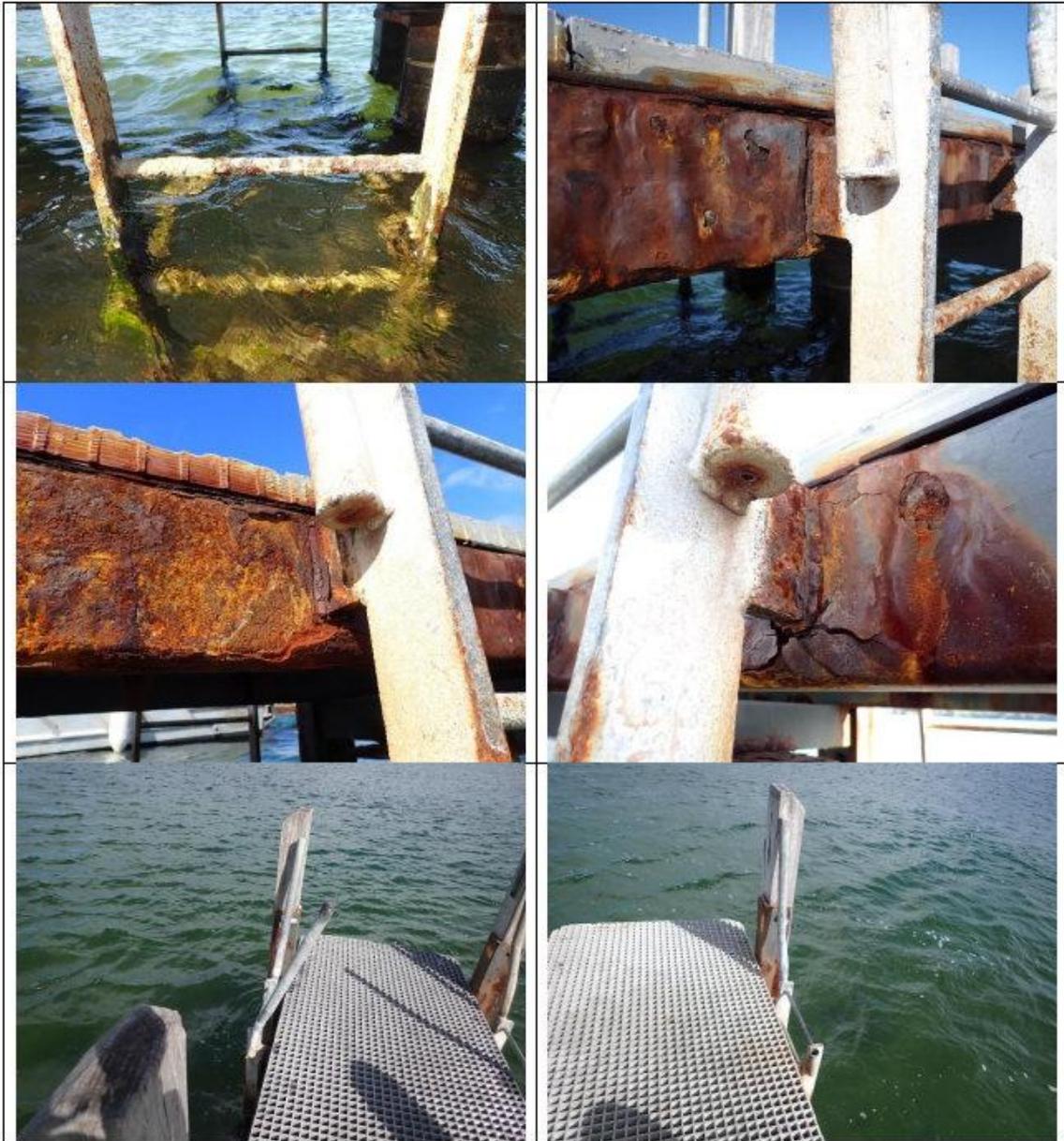
The following anomalies was observed during inspections:



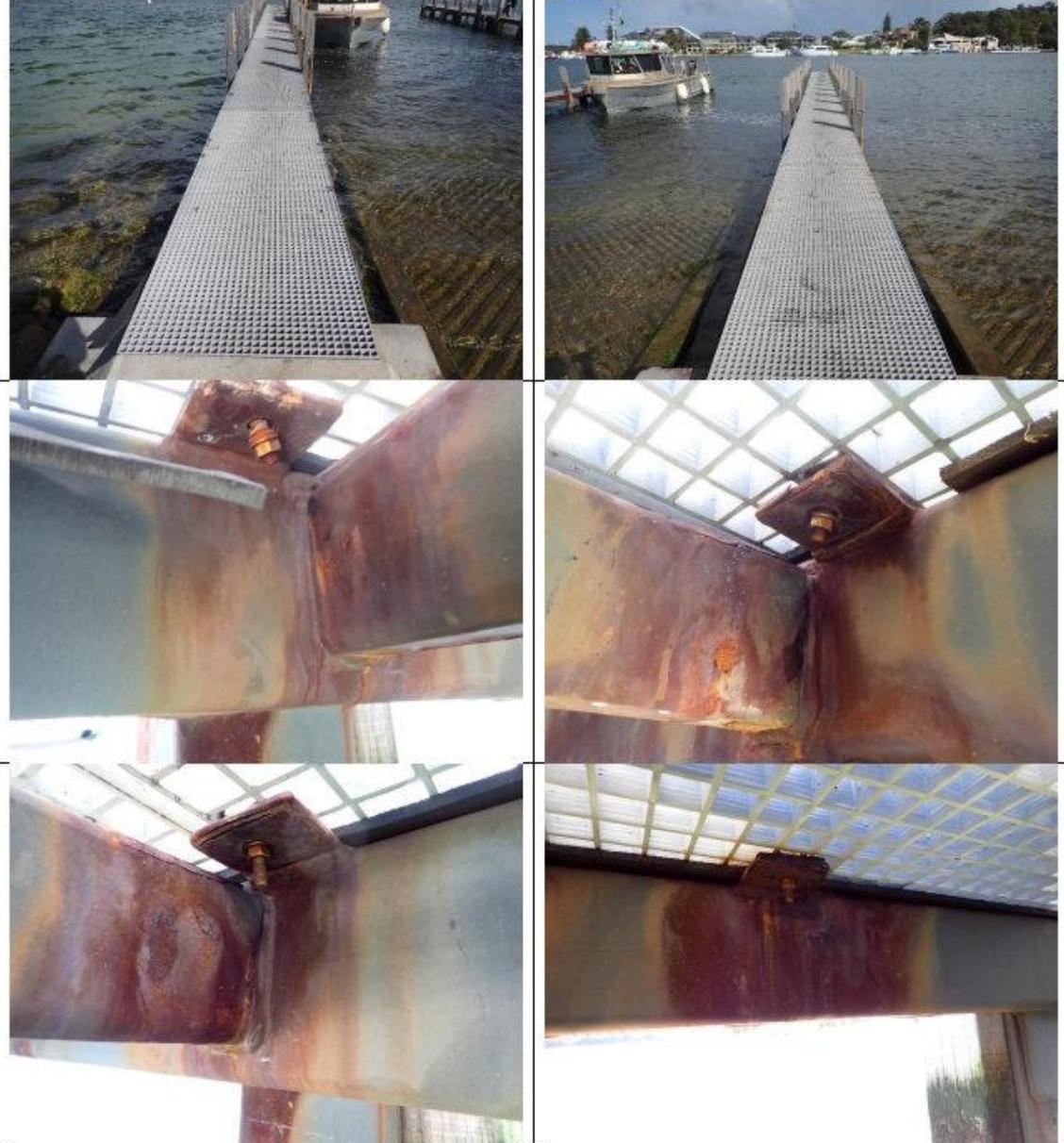


All ladders are in place and generally in fair condition (6 ladders per jetty, 12 in total). However, severe corrosion was observed at the welded connection points to the main stringer beams. In addition, several ladder handrails were found to be bent. One ladder handrail was missing at the end of North Jetty.





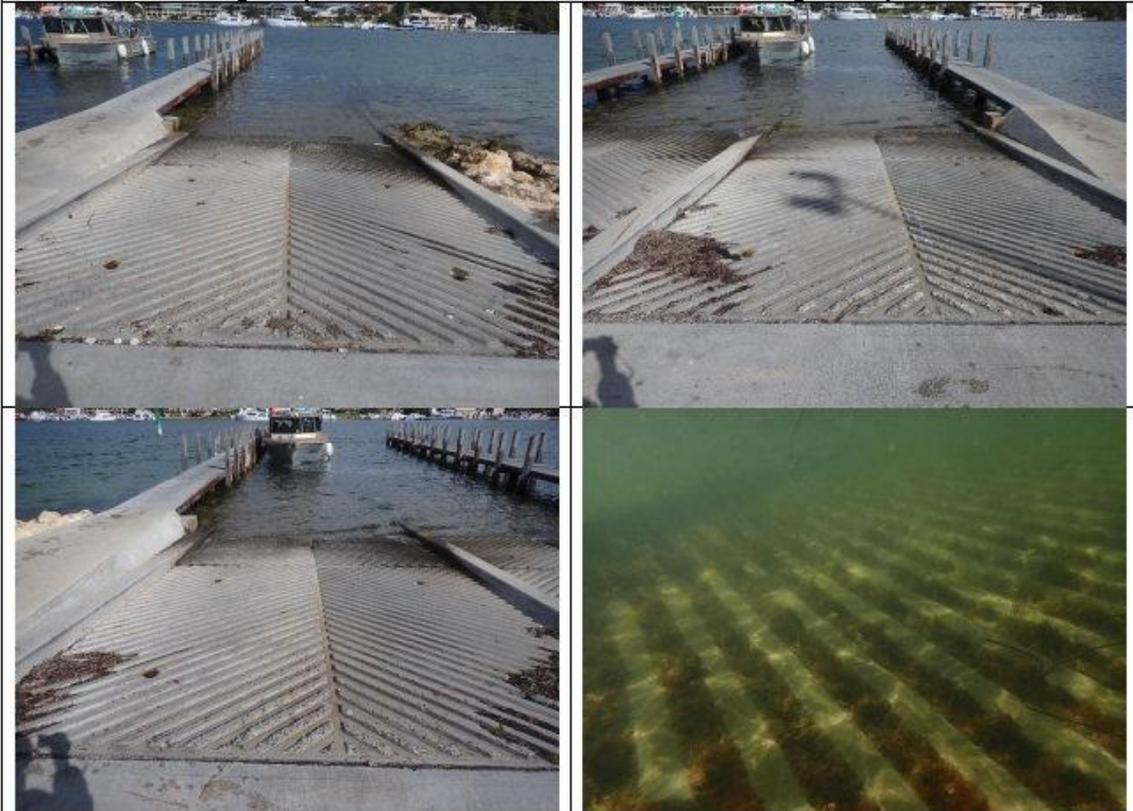
The FRP decking panels are generally in good condition; however, most associated underside fixings exhibit severe corrosion.



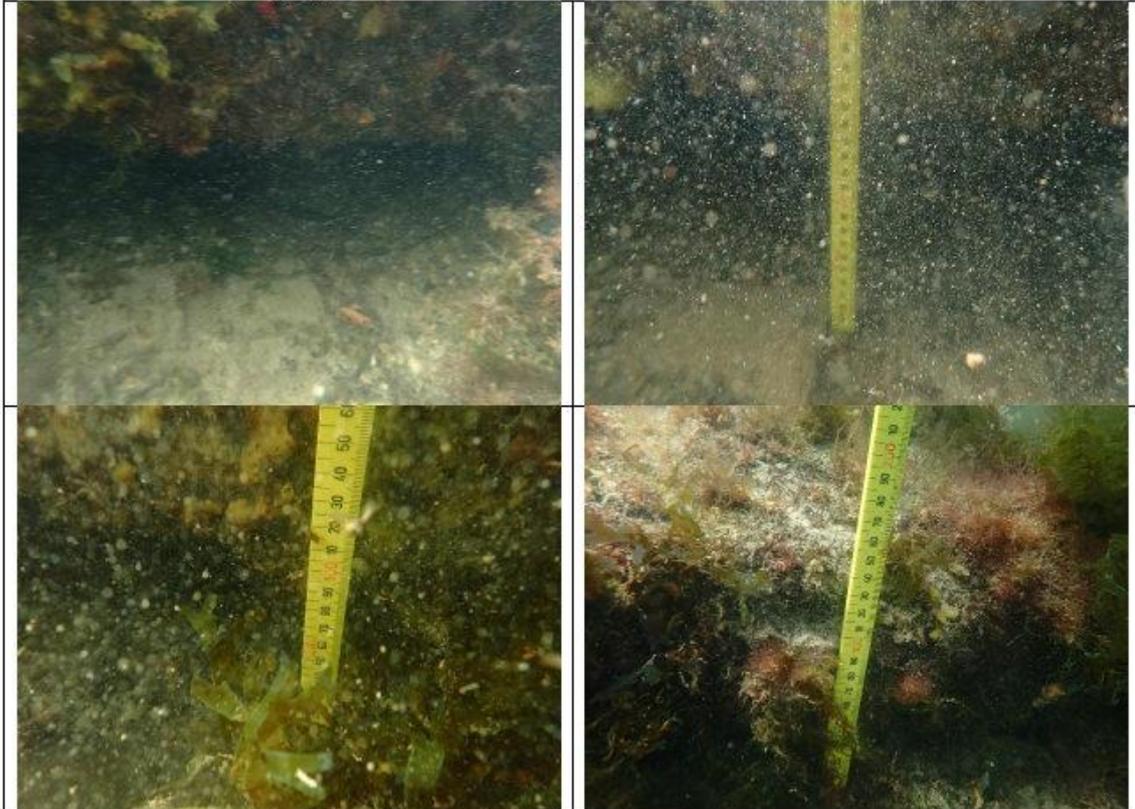
All chaffers are in place and secured. (24 chaffers per jetty, 48 in total)



The ramps are generally in good condition, with only minor spalling and section loss observed. all curbing is in place. No recordable cracks were noted during the inspection.



Scouring ranging from 100mm to 200mm was observed at the toe of the ramps.



6 Conclusions and Recommendations

In conclusion, the piles of the Leeuwin Boat Ramp asset are overall in fair condition, while the topside structures are in poor condition. The ramps are generally in good condition.

Some defects that require attention or repair are listed below:

- Severe delamination and corrosion were observed on structures located above water and within the splash zone, including the upper sections of piles, headstocks, main stringer beams, ladder brackets, and FRP decking panel fixings. It is recommended that the rust layers on affected steel surfaces be cleaned to enable accurate wall thickness measurements and facilitate an engineering assessment of the structural integrity.
- The underwater portions of the piles were observed to be in good condition at the time of inspection, with only minor coating loss noted. Heavy corrosion was observed on the upper sections of the piles. It is recommended to descale rust, remove existing pile covering and reapply a denso wrapping system with grease-impregnated tape to preserve the remaining service life of the affected piles.
- Several ladder handrails were found to be bent. One ladder handrail was missing at the end of North Jetty. Connection detail integrity is difficult to ascertain due to severe delamination. It is recommended to monitor condition or remove the ladders. Replacement may be necessary however steel crossbeams may need to be refurbished prior to installation depending on design model.
- Scouring ranging from 100mm to 200mm was observed at the toe of the ramps. It is recommended that the scouring condition be regularly monitored. Backfilling or packing the scoured areas with concrete may be considered to provide enhanced support to the ramps and prevent collapse



Appendix 1 – Relevant Australian Standards

- Corrosion prevention:
 - AS 2321-2014
 - AS 2312-2002
 - AS 4036-2006
- Diving: AS 2299.1 and AS 2875
- Environmental management - ISO 14001
- Handrails: AS 1428
- Ladders / Catwalks: AS 1657-2013
- Quality assurance - ISO 9001
- Rigging and lifting: AS 4991-2004
- Safety Management: AS 4801



Appendix 2 – Piles Pictures / Photos

Northern Jetty:

Pile N1:



Pile N2:



Pile N3:



Pile N4:



Pile N5:





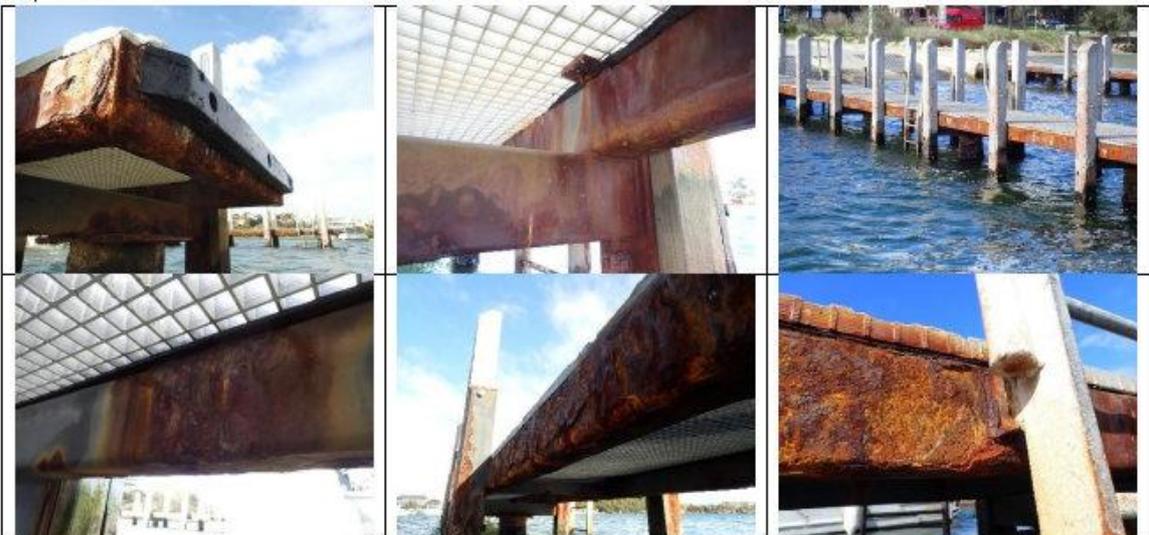
Pile N6:



Pile N7:



Top Side:





South Jetty:

Pile S1:



Pile S2



Pile S3:



Pile S4





Pile S5:



Pile S6:

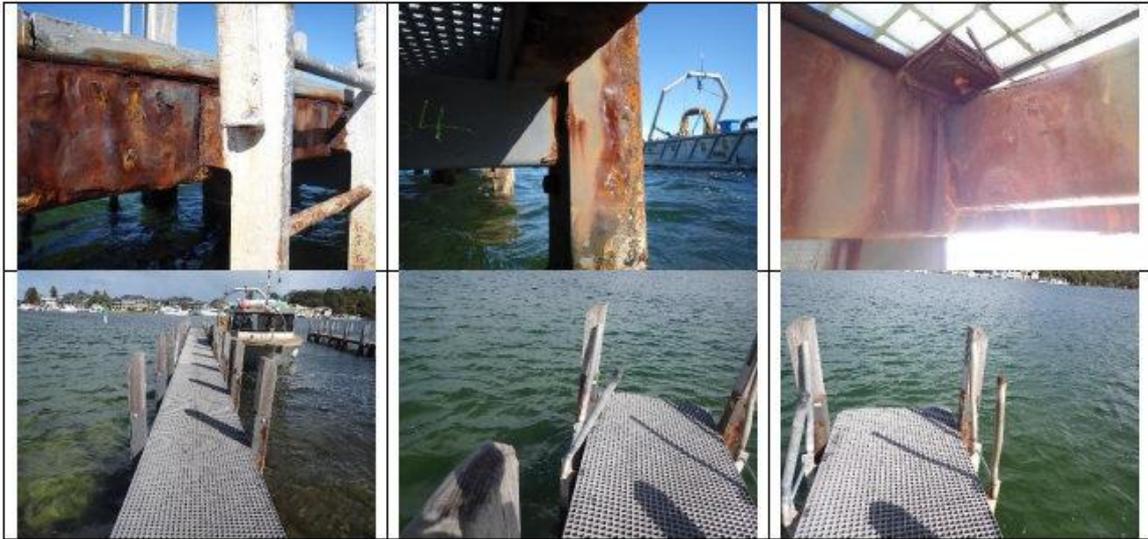


Pile S7:



Top Side:

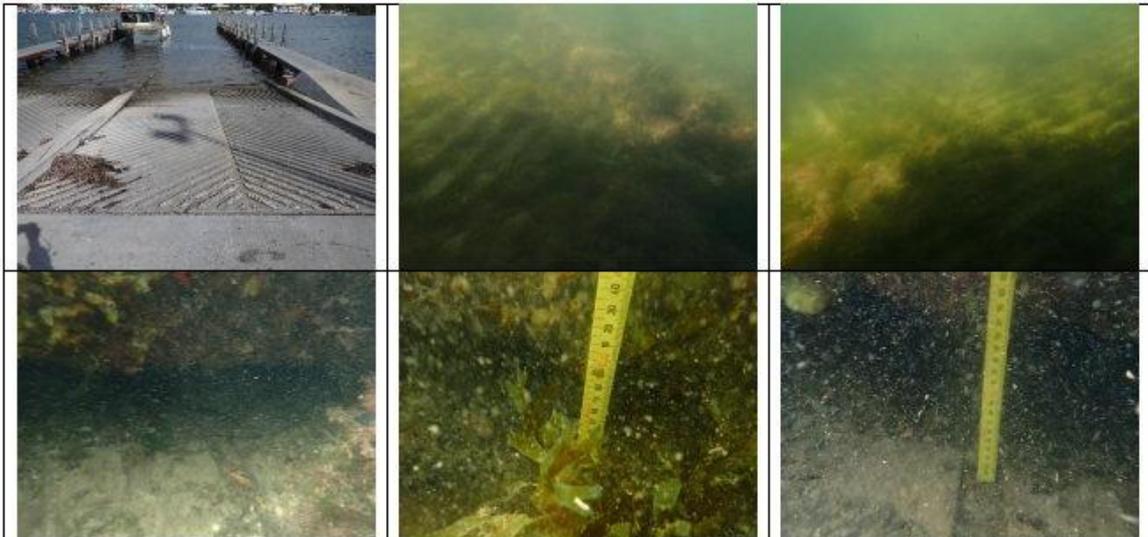




North Ramp



Middle Ramp



South Ramp



Inspection Report



Note: Additional photos are available upon request.



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11 MATTERS BEHIND CLOSED DOORS

12 CLOSURE OF MEETING