



AGENDA

Council Meeting

Tuesday, 17 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.

Copyright

The Town wishes to advise that any plans or documents contained within this Agenda may be subject to copyright law provisions (Copyright Act 1968, as amended) and that the express permission of the copyright owner(s) should be sought prior to their reproduction.

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.

Deputations	Presentations
A formal process where members of the community request permission to address Council or Committee on an issue.	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.

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.

CONTENTS

1	OFFICIAL OPENING	6
2	ACKNOWLEDGEMENT OF COUNTRY	6
3	ANNOUNCEMENT TO GALLERY	6
4	RECORD OF ATTENDANCE	6
4.1	ATTENDANCE	6
4.2	APOLOGIES	6
4.3	APPROVED	6
5	DISCLOSURES OF INTEREST	6
5.1	FINANCIAL.....	6
5.2	PROXIMITY.....	7
5.3	IMPARTIALITY	7
6	PUBLIC QUESTION TIME	7
6.1	RESPONSES TO PREVIOUS QUESTIONS FROM MEMBERS OF THE PUBLIC TAKEN ON NOTICE	7
6.2	PUBLIC QUESTION TIME	7
7	PRESENTATIONS/DEPUTATIONS	7
7.1	PRESENTATIONS	7
7.2	DEPUTATIONS.....	7
8	APPLICATIONS FOR LEAVE OF ABSENCE.....	7
8.1	CR CUTTER	7
8.2	CR BROCKMANN	7
9	CONFIRMATION OF MINUTES OF PREVIOUS MEETING	7
9.1	MEETING OF COUNCIL (9 DECEMBER 2025)	7
10	ANNOUNCEMENTS BY THE PRESIDING MEMBER	8
11	UNRESOLVED BUSINESS FROM PREVIOUS MEETINGS.....	8
12	REPORTS AND RECOMMENDATIONS OF COMMITTEES	8
13	REPORTS OF OFFICERS	9
13.1	14 SILAS STREET - MIXED USE APARTMENT.....	10
13.2	PROPOSED EXPENDITURE FROM PAYMENT IN LIEU OF PARKING RESERVE.....	66
13.3	CARG 2026 APPOINTMENT OF MEMBERS	71
13.4	REVIEW OF LOCAL LAWS.....	75
13.5	DOG EXERCISE AREAS	79

13.6	WAUHOP LIGHTING GRANT.....	84
13.7	MONTHLY FINANCIAL REPORT DECEMBER 2025.....	143
13.8	MONTHLY FINANCIAL REPORT - JANUARY 2026.....	168
13.9	ACCOUNTS FOR PAYMENT - DECEMBER 2025.....	192
13.10	ACCOUNTS FOR PAYMENT - JANUARY 2026.....	207
14	MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN	221
15	NOTICE OF MOTION FOR CONSIDERATION AT THE NEXT MEETING	221
16	QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN.....	221
17	NEW BUSINESS OF AN URGENT NATURE.....	221
18	MATTERS BEHIND CLOSED DOORS.....	221
19	CLOSURE.....	221

NOTICE OF MEETING

Elected Members

An Ordinary Meeting of the Council will be held on 17 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
12 February 2026

AGENDA

1 OFFICIAL OPENING

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 ANNOUNCEMENT TO GALLERY

"Members of the gallery are advised that no Council decision from tonight's meeting will be communicated or implemented until 12 noon on the first clear working day after this meeting, unless Council, by resolution carried at this meeting, requested the CEO to take immediate action to implement the decision."

4 RECORD OF ATTENDANCE

4.1 ATTENDANCE

4.2 APOLOGIES

4.3 APPROVED

5 DISCLOSURES OF INTEREST

5.1 FINANCIAL

5.2 PROXIMITY

5.3 IMPARTIALITY

6 PUBLIC QUESTION TIME

6.1 RESPONSES TO PREVIOUS QUESTIONS FROM MEMBERS OF THE PUBLIC TAKEN ON NOTICE

6.2 PUBLIC QUESTION TIME

7 PRESENTATIONS/DEPUTATIONS

7.1 PRESENTATIONS

7.2 DEPUTATIONS

8 APPLICATIONS FOR LEAVE OF ABSENCE

8.1 CR CUTTER

Cr Cutter sought leave of absence for the following periods during 2026:

- 3 April – 19 April (school holidays)
- 4 July – 19 July (school holidays)
- 26 September – 11 October (school holidays)

8.2 CR BROCKMANN

Cr Brockmann sought leave of absence for the following periods during 2026:

- 12 March – 31 March
- 29 April – 3 May
- 19 June – 19 July
- 25 July to 31 July

9 CONFIRMATION OF MINUTES OF PREVIOUS MEETING

9.1 MEETING OF COUNCIL (9 DECEMBER 2025)

OFFICER RECOMMENDATION

That the minutes of the Ordinary meeting of Council held on Tuesday, 9 December 2025 be confirmed as a true and correct record of proceedings

10 ANNOUNCEMENTS BY THE PRESIDING MEMBER

11 UNRESOLVED BUSINESS FROM PREVIOUS MEETINGS

12 REPORTS AND RECOMMENDATIONS OF COMMITTEES

Nil

13 REPORTS OF OFFICERS

Reports start on the next page

13.1 14 SILAS STREET - MIXED USE APARTMENT

Report Reference Number	OCR-3934
Prepared by	James Bannerman, Town Planner
Supervised by	Fraser Henderson, Executive Manager Regulatory Services
Meeting date	17 February 2026
Voting requirements	Simple majority
Documents tabled	Nil
Attachments	<ol style="list-style-type: none"> 1. Location and Advertising Plan 2. Photos 3. Submissions Schedule 4. Plans

PURPOSE

The purpose of this report is to present a development application for Council's consideration regarding a mixed-use project (comprising office and apartment components) proposed for 14 (Lot 350) Silas Street, East Fremantle.

EXECUTIVE SUMMARY

It is proposed to develop a three storey mixed use building (office and three apartments) at 14 (Lot 350) Silas Street, East Fremantle.

The proposed building comprises the following;

- Ground floor – Apartment 1 (56m²), office tenancy (16m²), parking area for 3 cars, bike rack, waste storage area, personal storage area for Apartment 1,
- First floor – Apartment 2 (168m²),
- Second floor – Apartment 3 (168m²),
- Roof top terrace and patio (connected to Apartment 3),

The proposal was assessed against the provisions of Local Planning Scheme No. 3 (LPS 3), Local Planning Policy 3.1.3. – Town Centre Redevelopment Guidelines (TCRG) and the Residential Design Codes - Volume 2 – Apartments (R Codes Vol 2).

The following variations to LPS 3 need to be considered by Council.

- Clause 5.8.1 - front lot boundary setback,
- Clause 5.8.2 - building height,
- Clause 5.8.3 - plot ratio, and
- Clause 5.8.5 - car parking requirements.

Council may exercise discretion under clause 5.6 to vary these site and development criteria.

In addition to the variations to the requirements of LPS 3, the applicant is seeking approval for variations to elements of the TCRG and the R Codes Vol 2.

The following elements of the TCRG needs to be considered by Council.

- Element 6 Pedestrian Amenity – width of awnings over the footpath less than 2.4m.

From the R Codes Vol 2 the following elements must be considered by Council.

- Element 2.6 – Building Depth – Apartment 2 & 3 greater than 20m,
- Element 4.3 – Size and Layout of Dwellings – Apartment 1 less than 67m², and
- Element 4.3 – Size and Layout of Dwellings – Apartment 2 & 3 bedrooms 1 & 3 less than 3m minimum dimension.

The TCRG provides guidance to Council within the policy area where discretion may be exercised in accordance with clause 5.6 of LPS 3. In doing so, clause 5.6.3 requires Council to have due regard to the orderly and proper planning criteria listed in clause 67 of the Planning and Development (Local Planning Schemes) Regulations 2015, that in Council's opinion are matters that are relevant to the development application.

It is also noted that clause 5.3.4 allows the local government to vary the requirements relating to bulk, form and setback for residential development in non-residential zones subject to considering the precinct objectives.

Additionally, clause 5.3.5 allows the local government to approve residential development at a density higher than R40 where it is satisfied that the design and mix of development is consistent with the Local Planning Strategy and the approved development plans for the Town Centre.

The proposal was advertised from 15 to 30 November 2025. Six submissions objecting to the proposal were received.

It is considered that this development will meet the objectives of the Town Centre zone in accordance with the objectives of LPS 3 and the TCRG. It is acknowledged that a design solution presents a considerable challenge on this small, constrained site, however, a mixed use apartment is considered an appropriate development outcome for the location. The addition of three dwelling units will increase the population, and the commercial tenancy will help activate the area and provide for more business activity in the Town Centre. It promotes renewal of the Town Centre. The proposal is not considered to be overdevelopment of the lot as it is under the maximum plot ratio, and the proposed development does not exceed the permitted height under the TCRG. It is in keeping with the building form of recent developments in the Town Centre and contributes positively to the streetscape by addressing both Silas Street and St Peters Road. The building is contemporary in style with heritage design elements, including open balconies and bullnose verandahs. The development of a site that currently has unused car parking bays with a multiple dwelling that has an office and three residential dwelling units is a positive outcome for the Town Centre and in alignment with the aims and objectives of the Local Planning Strategy, LPS 3 and TCRG.

Discretion is being sought with certain provisions of LPS 3, TCRG and the R Codes Vol 2 as noted above, but the proposal complies with many of the development standards of the TCRG and R Codes Vol 2.

It is recommended that Council supports the proposed mixed use development subject to the conditions included in the final recommendation.

BACKGROUND

Applicant	Lawrence Associates Pty Ltd
Owner	Lawrence Associates Pty Ltd as Trustee for the Lawrence Family Trust
Zoning	Town Centre
Site Area	211m ²
Heritage	N/A
Fremantle Port Buffer Area 3	The TCRG does not require referral to the Fremantle Port Authority for development where there are less than 5 dwelling units. In this case 3 residential dwelling units are proposed and therefore referral to Fremantle Ports is not required.
Previous Decision of Town and/or History of Issue Onsite	P027/23 – development approval granted for a mixed use apartment by Council – 21 November 2023 (now expired)

History of the Site

Historical aerial photography and other Town records indicate that the lot was created in 1989 due to changes to the local road network when Stirling Highway was extended from Canning Highway through to High Street, establishing the St Peters Road link between Sewell Street and May Street. Number 14 (Lot 350) Silas Street was the portion of land remaining at the newly created intersection of St Peters Road and Silas Street.

The lot remained in the ownership of Main Roads WA (MRWA) who agreed to the land being used for additional car parking for the adjacent medical centre for many years under a commercial license agreement. There was no statutory requirement for the parking bays to be permanently retained for the benefit of the medical centre following the sale of the land. It is also noted that the medical centre is served by an existing on site car park located to the rear of 12 Silas Street, with access from both May Street and Silas Street.

The land was sold by MRWA to a private owner in 2019. The owner subsequently engaged in discussions with the Town regarding potential redevelopment of the site; however, a formal proposal was not advanced during the COVID 19 pandemic period.

The same owner submitted a development application (Reference P027/23) for a mixed use three storey apartment development that was approved by Council on 21 November 2023. That development approval has since expired.

Although there are similarities between the lapsed approved design and the current proposal this is a new development application lodged by a new owner.

The current owner has undertaken multiple pre-lodgement discussions with the Town to produce a design that responds to the Town's planning requirements, aside from the specific variations to the local planning framework identified and assessed within this report.

CONSULTATION

Advertising

The proposal was advertised to adjoining and nearby property owners as shown on the location and advertising plan. The plans were made available on the Town's website from 15 to 30 November 2025. Six submissions were received. All submissions opposed the development. Matters raised in the submissions have been addressed within this report and Submissions Schedule (Attachment 3).

External Referral

Main Roads

The following advice was received from Main Roads.

In response to correspondence received on 5 December 2025, Main Roads supports the proposal and recommends that if development approval is granted, the following conditions are imposed:

Conditions

- Prior to the issue of building permit, Measures are to be implemented to mitigate noise impacts on the proposed sensitive development, consistent with State Planning Policy 5.4 Road and Rail Noise to the satisfaction of the Town of East Fremantle, specifically the residential component is to be constructed in accordance with Quiet House Design Package. These measures are to be implemented at all times.*

Justification for Condition

To ensure the acoustic requirements are implemented in accordance with State Planning Policy 5.4 – Road and Rail Noise.

2. A notification, pursuant to Section 70A of the Transfer of Land Act 1893 is to be placed on the Certificate(s) of Title of the proposed development. The notification is to state:
 "The lots are situated in the vicinity of a transport corridor and are currently affected, or may in the future be affected by transport noise."

Justification for Condition

To ensure the acoustic requirements are implemented in accordance with State Planning Policy 5.4 – Road and Rail Noise.

Main Roads encourages local government in liaising with applicants to promote and capitalise on our pre-lodgement consultation service, prior to lodgement of planning proposals, especially where development plans involve land adjacent to or have the potential to impact on the state road network.

Further information on the pre-lodgement consultation process can be found on Main Roads website at mainroads.wa.gov.au > Technical & Commercial > Planning & Development

Water Corporation

The following advice was received from the Water Corporation.

The proposed development does not appear to affect Water Corporation assets. If our assets are affected, the developer may be required to fund new works, or the upgrading of existing works and protection of all works associated with the Water Corporation. Water and wastewater services are available in the area for the development to connect to. Any extensions required for connection are to be done at the cost of the developer.

This proposal will require approval by our Building Services section prior to the commencement of works. Infrastructure contributions and fees may be required to be paid prior to approval being issued.

For further information about building applications, the developer should follow this link:

[https://www.watercorporation.com.au/home/builders-and-developers/building/lodging-a-building-application](http://www.watercorporation.com.au/home/builders-and-developers/building/lodging-a-building-application)

The information provided above is subject to review and may change. If the proposal has not proceeded within the next 12 months, please contact us to confirm that this information is still valid.

Internal Referral

The following advice was provided by the Town's Operations Department.

- 1) Stormwater
 - a. A Council stormwater drain is located within the property. Prior to the submission of a building permit, a Stormwater Drainage Plan demonstrating details on how the main is to be protected and how access is to be provided is to be submitted to, and approved by, the Town.
 - b. Private property drainage is to be retained on site, with no connection to the Town's drainage.
 - c. Prior to the submission of a building permit, a Stormwater Drainage Plan demonstrating how stormwater will be retained on site is to be submitted to, and approved by, the Town.
In regard to condition 1)b, stormwater drainage is to comply with the Town's "Stormwater drainage requirements for residential and commercial developments guidelines". If soak wells are utilised, soak wells shall have a minimum storage capacity in m³ equal to runoff area in m² x 0.0125 for disposal of stormwater runoff from the combined roof and paved areas (including driveways).
- d. Internal accesses and paths are to be designed in such a manner as to prevent storm water entering the property from the road, footpath and right of ways.
- e. Internal accesses and paths to be designed in such a manner as to prevent onsite storm water entering the road, footpath, right of ways and neighbouring properties.

- f. An overland flow path is to be designed to ensure diversion of excess stormwater from the developments for rain events greater than those to which the drainage was designed. (extreme events)
- g. Stormwater pipe connections and calculations to be shown on plans
- h. Backwash and drainage from domestic swimming pools and spas shall be retained on site. Backwash water is to be discharged to a grassed, vegetated or garden area, or a stone-filled trench either open to the surface or underground (similar to a septic tank absorption field). Any surface run-off resulting from the discharge should be contained within the property boundaries and not affect neighbouring properties. Disposal of backwash water into the Town's stormwater drainage system is prohibited as it can harm our rivers and coastal waters.

2) Parking

- a. Car parking bays, internal driveways and vehicle manoeuvring areas to be designed in accordance with AS2890.1-2004 parking facilities Part 1: Off Street Parking. The 85 percentile car turning template standard can be used to design non standard vehicle manoeuvres.
- b. Parking design is to comply with Australian Standards AS2890.1-2004: Off Street Car Parking and AS2890.2-2004: Commercial Vehicle Facilities.
- c. Trade parking to follow the Road Traffic Code, Australian Standards and Local Laws and Policies as determined by the Town of East Fremantle.

3) Roads

- a. Owner/applicant when carrying out works in the road reserve will be responsible for location and protection of public utility services within the road reserve and is to obtain details of service locations from relevant utility authorities prior to the commencement of any works within the road reserve.

4) Crossovers

- a. Maximum Vehicle Crossover Width to be 6m in accordance with the Town of East Fremantle Crossover Policy.
- b. Vehicle crossovers no longer connected with an internal driveway must be removed and the verge, path and kerb reinstated at the applicant's expense to the satisfaction of the Town.
- c. Access onto the site shall be restricted to that shown on the approved plan.
- d. Access to properties immediately adjacent and surrounding the Development to remain accessible at all times.
- e. No Street Trees are to be removed/ pruned/ damaged. Crossovers are to be a minimum setback from any street tree (trunk) as required by the Towns Operations Department.

5) Traffic

Should the operation cause a) a safety concern, b) undue pedestrian or traffic congestion, c) the applicant fails to follow the described work methods or adhere to the Traffic Management Plan (including Traffic Control Drawings), the Town reserves the right to withdraw its endorsement of any work currently underway and possibly close down the site to comply with accepted safety conditions.

6) Verges

- a. All verges to be reinstated and any change must be approved by the Town.
- b. The footpath adjacent to the development shall be maintained clear of any obstructions and be trafficable at all times.
- c. Street Trees are Council property and are not to be pruned, trimmed, relocated, damaged or removed by the landowner, resident, builder, contractor or any other person in preparation for construction or for the purpose of making access to the site easier or for any other reason. Any damage to street tree may result in prosecution.
Any requests to trim street trees are to be referred to Technical Services.
- d. The verge tree/s are to be protected as per Australian Standards AS 4970-2009.

7) Damage to Towns assets

- a. Any damage that occurs to the Towns assets for example but not limited to kerb, drainage, trees, footpaths, roads, signage etc is to be repaired to the satisfaction of the Town by the applicant at their cost.

8) Landscaping

- a. *Prior to the submission of a building permit, a landscaping plan, including the verge area, detailing species, location, according to habit size, and existing trees, to be submitted to, and approved by, the Town.*
- b. *Note: All landscaped areas are to be appropriately reticulated and garden beds mulched to a minimum depth of 75mm and are to be continually maintained.*

STATUTORY ENVIRONMENT

Planning and Development Act 2005

Local Planning Scheme No. 3 (LPS 3)

WA Planning Manual – Non-Residential Car Parking Rates in Perth and Peel

POLICY IMPLICATIONS

State Planning Policy 7.3 – Residential Design Codes Volume 2 – Apartments (R Codes Vol 2)

Local Planning Policy 3.1.3 – Town Centre Redevelopment Guidelines (TCRG)

Local Planning Policy 3.1.8 – Wood Encouragement – General

Local Planning Strategy 2022

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

The Town of East Fremantle Strategic Community Plan 2020-2030 states as follows:

Economic

Sustainable “locally” focused and easy to do business with.

2.1 Actively support new business activity and existing local businesses.

2.1.1 Ensure a “local” focus through supporting and promoting opportunities for local business.

2.1.2 Facilitate opportunities/ forums where local business people can meet and share ideas.

2.2 Continue to develop and revitalise local business activity centres.

2.2.1 Facilitate local small business access through planning and activation to support community and business growth.

Built Environment

Accessible, well planned built landscapes which are in balance with the Town’s unique heritage and open spaces.

3.1 Facilitates sustainable growth with housing options to meet future community needs.

3.1.1 Advocate for a desirable planning and community outcome for all major strategic development sites.

3.1.2 Plan for a mix of inclusive diversified housing options.

3.1.3 Plan for improved streetscapes.

3.2 Maintaining and enhancing the Town’s character.

3.2.1 Ensure appropriate planning policies to protect the Town’s existing built form.

3.3 Plan and maintain the Town’s assets to ensure they are accessible, inviting and well connected.

3.3.1 Continue to improve asset management within resource capabilities.

3.3.2 Plan and advocate for improved access and connectivity

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)
Development is not assessed in accordance with the Planning Framework	Rare (1)	Minor (2)	Low (1-4)	REPUTATIONAL Substantiated, low impact, low news item	Officers have provided an assessment in accordance with the planning framework

RISK MATRIX

Consequence		Insignificant	Minor	Moderate	Major	Extreme
Likelihood	1	2	3	4	5	
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	2
Does this item need to be added to the Town's Risk Register	No
Is a Risk Treatment Plan Required	No

SITE INSPECTION

A site inspection was undertaken.

COMMENT

Statutory Assessment

This development application was assessed against the Town's Local Planning Scheme No. 3, Local Planning Policy 3.1.3 – Town Centre Redevelopment Guidelines and the Residential Design Codes Volume 2 - Apartments.

A summary of the assessment is included in the following tables.

Legend	
A	Acceptable
D	Discretionary
N/A	Not applicable

Local Planning Scheme No. 3

Clause	Scheme Requirement	Variation/Comment	Status
5.2.2	Unless otherwise provided for in the Scheme the development of land for any of the residential purposes dealt with by the Residential Design Codes is to conform to the provisions of those Codes.	R Codes - Volume 2 - Apartments	A
5.3.5	Residential Development in the Town Centre Zone: Notwithstanding LPS 3 cl 5.3.4, the local government may approve residential development at a density higher than R40 in the Town Centre Zone, where it is satisfied that the resultant design and mix of development will be consistent with the planning proposals contained in the Local Planning Strategy.	Mixed use multiple dwelling on a lot of 211m ²	A
5.8.1	Setbacks: Commercial Zones - Aligned with the front property boundary built up to any side boundary, other than a boundary which abuts the Residential Zone.	1.2m (balcony) to 2.3m (ground floor front entry to Apartment 1) setback to front boundary along Silas Street	D
5.8.2	Building Height	Walls: 8m Overall: 10.5m	D
5.8.3	Plot Ratio	0.5	D
5.8.4	Design and Landscaping: Commercial Zones	Landscaping plan provided	A
5.8.5	Car Parking	4 car bays required, 3 car bays provided - 1 commercial car bay deficit	D
5.8.6	Location of Car Parking Parking to be provided on site, or off-site in the immediate vicinity of the development.	On-street bays available on Silas Street.	A

Local Planning Policy 3.1.3 – Town Centre Redevelopment Guidelines

Element	Acceptable Outcome	Variation/Comment	Status
Element 1: Urban Structure	Complies	None	A
Element 2: Land Use	Fremantle Port Buffer Requirements (Area 2)	Fewer than 5 residential dwelling units so no referral required.	A
Element 3: Building Form, Scale & Height	Maximum plot ratio: 2.0 Height limit of three storeys in the frame - 12m (according to R- Codes Vol 2 indicative heights)	1.94 < 2 3 storeys	A A
Element 4: Occupant Amenity	Address R Codes Vol 2 – Apartments Address State Planning Policy 5.4	See separate table below on R-Codes Vol 2 - Apartments	A
Element 5: Street Interface	Complies	None	A
Element 6: Pedestrian Amenity	Minimum width of awning over footpath 2.4m	1.2m wide awning	D
Element 7: Vehicle Movement & Access	Complies	None	A
Element 8: Vehicle Parking	Bike parking in suitable location 1 commercial car bay required (as per Non Residential Car Parking Rates in Perth and Peel) 1 residential car bay required per residential unit (as per R Codes Vol 2)	See LPS 3 requirement and refer to “Non Residential Car Parking Rates in Perth and Peel”	D
Element 9: Landscape & Public Access	Complies	None	A
Element 10: Resource Conservation	Energy, water, and water management requirements in accordance with R Codes	Condition	A
Element 11: Signage & Services	Signage Solar panels and air conditioning to be shown on plans	Condition Shown Advice note	A A A

	Air conditioning to comply with noise requirements Waste management plan	Condition	A
--	---	-----------	---

Residential Design Codes Volume 2 - Apartments

Element	Acceptable Outcome	Variation/Comment	Status
Element 2.3 - Street Setbacks	Refer to LPS 3 requirement	Refer to LPS 3 requirement	A
Element 2.6 – Building Depth	20m maximum depth	Apartment 1 – 10.84m by 10.01m Apartment 2 – 35.754m by 10.01m Apartment 3 – 35.754m by 10.01m	A D D
Element 2.7 – Building Separation	Refer to LPS 3 requirement	Refer to LPS 3 requirement	A
Element 3.2 - Orientation	Overshadowing of neighbouring property -maximum of 25% of the site area for R20 property	Overshadows St Peters Road	A
Element 3.3 – Tree Canopy and Deep Soil Areas	Vegetation to be planted in accordance with landscape plan	Condition	A
Element 3.5 – Visual Privacy	Assuming R40 visual privacy requirements (maximum) 4.5m bedrooms 6m living areas 7.5m outdoor living areas	<7.5m setback from roof top terrace but the northern neighbouring property is a commercial building where there is no right to visual privacy	A
Element 3.6 - Public Domain Interface	Car parking not located in front street setback and integrated with landscaping and building façade Balconies and windows overlook street Balustrading mixture of visually permeable and visually opaque Minimal opportunities for concealment Bins inside parking area Services and utilities integrated into the design	None	A
Element 3.7 – Pedestrian Access and Entries	Entries are legible, well defined, continuous path of travel to building access areas. Entries are protected from the weather. Entries well-lit, visible from public domain without opportunity for concealment and enable casual surveillance. Services and utilities are located at entry and integrated into design. No bins near entry	None	A
Element 3.8 – Vehicle Access	One vehicle access point Identifiable from street and integrated into design. Adequate separation from street intersections Driveway width adequate	None	A
Element 3.9 – Car and Bicycle Parking	1 car bay for each residential unit Bike rack supplied	None	A
Element 4.1 – Solar and Daylight Access	Adequate sunlight received between 9am and 3pm Habitable rooms have windows in external walls. External shading devices to minimise direct sunlight and permit winter sun	None	A
Element 4.2 – Natural Ventilation	Habitable rooms have openings on at least two walls. Cross ventilation possible No lightwells as the primary source of fresh air	None	A
Element 4.3 – Size and Layout of Dwellings	Minimum area – 2 bedroom - 67m ² Minimum room dimensions of 3m	Apartment 1 – 56m ² Apartment 2 – 168m ² , Bed 1 & 3 < 3m dimension Apartment 3 – 168m ² , Bed 1 & 3 < 3m dimension	D D D
Element 4.4 – Private Open Space and Balconies	Minimum area – open space – 2 bedroom - 10m ² Minimum dimension – open space - 2 bedroom - 2.4m Minimum area – open space - 3 bedroom – 12m ² Minimum dimension – open space – 3 bedroom - 2.4m	Apartment 1 - courtyard - 10m ² – depth >2.4m Apartment 2 – balcony - 30m ² , depth 1.2m Apartment 3 – balcony - 30m ² , depth 1.2m + 79m ²	A D

	Services and fixtures located within private open space, including but not limited to air-conditioner units and clothes drying, are not visible from the street and/or are integrated into the building design		D
Element 4.5 – Circulation and Common Spaces	Minimum 1.5m in width. Passive surveillance, good sightlines no concealment. No light spill into the habitable rooms of adjacent dwellings. Bedroom windows and major openings to living rooms ensure visual privacy and manage noise intrusion	None	A
Element 4.6 - Storage	Area 4m ² Minimum dimension 1.5m Minimum height 2.1m	Apartment 1 – 4m ² Apartment 2 – 7m ² Apartment 3 – 7m ²	A
Element 4.7 Managing the Impact of Noise	Meet NCC requirements Potential noise sources not located adjacent to the external wall of habitable rooms or within 3m of a window to a bedroom. Major openings to habitable rooms are oriented away or shielded from external noise sources	None	A
Element 4.8 Dwelling Mix	If greater than 10 dwellings at least 20% have different bedroom numbers Mix of dwelling types on each floor	None	N/A
Element 4.9 Universal Design	20% of dwellings meet Silver Level requirements as defined in Liveable Housing Design Guidelines	Universal design requirements included	A
Element 4.10 – Façade Design	Façade has scaling, articulation, materiality and detailing at lower levels Rhythm and visual interest achieved Building services fixtures are integrated	None	A
Element 4.11 – Roof Design	Complements the façade design and desired streetscape character. Building services are not visually obtrusive when viewed from the street. Safe for users and minimises overlooking and noise impacts	None	A
Element 4.12 – Landscape Design	Plan submitted	None	A
Element 4.14 – Mixed Use	Ground floor is a non- residential use. Non-residential space in mixed use development is accessed via the street frontage and/or primary entry Non-residential floor areas have parking, waste management, and amenities. Impacts of non-residential uses on residential dwellings mitigated	None	A
Element 4.15 – Energy Efficiency	a) Incorporate at least one significant energy efficiency initiative within the development that exceeds minimum practice (refer Design Guidance) OR b) All dwellings exceed the minimum NATHERS requirement for apartments by 0.5 stars	Solar panels on roof Energy efficiency report to be provided as part of building permit	A
Element 4.16 - Water Management and Conservation	Individual water meters Stormwater runoff managed on-site Risk of flooding and impacts minimal	None Condition None	A
Element 4.17 - Waste Management	Waste management plan to be provided Communal waste storage is sited and designed to be screened from view from the street, open space, and private dwellings	Condition	A
Element 4.18 - Utilities	Utilities integrated, accessible for servicing requirements but not visually obtrusive Internet ready Hot water units, air-conditioning condenser units and clotheslines can be maintained, not visually obtrusive and don't impact on outdoor living areas or internal storage Laundry provided	None	A

Local Planning Policy 3.1.8 – Wood Encouragement – General

Wood Encouragement Policy	Timber flooring and frames for the balcony.	A
---------------------------	---	---

Site Context

The subject lot is 211m² in area and located on the northeastern corner of the intersection of Silas Street and St Peters Road. The primary frontage is Silas Street, and the secondary frontage is St Peters Road. It has a slight upwards slope heading east towards the top of St Peters Road with the elevation increasing by approximately 1.57m from west to east. The site survey shows that the lot has a northern boundary that is approximately 44.4m long and a southern boundary facing St Peters Road that is 38.59m long. The lot is widest at the Silas Street (western) end having a width of 3.3m facing Silas Street, but a total width of 11.75m (including truncation) and tapers to a point at the eastern end of the site. There is a small road verge at the western end of the lot.

Three mature trees are located on the site: one at the western end and two intertwined trees at the eastern end. All trees are proposed to be removed. The arborist report submitted by the applicant notes that two of the trees are classified as weeds, while the remaining tree has a limited life expectancy due to excessive pruning undertaken to contain it within the site.

There are currently four car parking bays located on site, as well as a footpath running in a north -south direction at the eastern end of the lot. The site was previously leased by the adjacent medical centre for car parking, but is currently vacant and closed to vehicles. The footpath on site will be removed as part of the development to eliminate any issues regarding legal liability that might arise from people crossing the site to access the medical centre to the north. It is noted that the applicant/owner stated that discussions were held with the owner of the medical centre to lease the area surrounding the footpath, however, this did not proceed.

The Proposal

It is proposed to develop a three storey mixed use (office and three dwelling units) building with a roof top terrace. It comprises an apartment and commercial office on the ground floor, an apartment on the second level and another apartment on the third level with a roof top terrace and patio on the fourth level. There is a small 10m² fenced courtyard that fronts Silas Street and provides open space for Apartment 1. There are balconies attached to Apartment 2 and Apartment 3 facing Silas Street and St Peters Road. Apartment 3 also has a roof top terrace. The parking area is located on the eastern side of the building with access to the car bays via a crossover facing St Peters Road. Landscaping will be undertaken along the western, southern and eastern edge of the building between the footpath and the building. The bin enclosure, storage area, and bike rack are located inside the parking area. All vegetation is proposed to be removed from the site prior to the construction of the building. The building is proposed to be constructed of a mix of materials including glass windows, metal framing, concrete floors and timber framed and floored balconies.

Mixed Use Development

The proposed development is classified as a mixed use development. The R Codes Vol 2 - Apartments defines mixed use developments as buildings that contain commercial and other non-residential uses in conjunction with residential dwellings in a multiple dwelling configuration. The multiple dwelling definition provides for a mixed use development to have a dwelling unit above a ground floor office tenancy, as is the case with this proposal.

An apartment (multiple dwelling) is classified as an “A” use (local government to exercise discretion in granting approval after advertising) and an office is classified as a “P” use (permitted by LPS 3) in the Town Centre zone.

Town Centre Objectives

Under LPS 3 the Town Centre zone has several objectives which are relevant to the application, being:

- To provide a range of commercial shopping, civic and community facilities to meet the day to day needs of the community and which will contribute towards the vibrancy of the Town.
- To encourage the development of a consolidated Town Centre, which will provide a focus for the community and exhibit a high standard of urban design in keeping with the historical character of the Town.

- To enhance pedestrian connectivity to and within the Town Centre, to facilitate the safe and convenient movement of residents and enhance the viability of Town Centre businesses.
- To ensure the location and design of vehicular access and parking facilities do not detract from the character or integrity of the Town Centre or the streetscapes which define the centre.

The proposed development is considered to meet these objectives. The inclusion of commercial space at ground level directly supports the provision of local services, while the addition of three residential dwellings contributes to increased activity and vibrancy within the Town Centre. The development is located within the Town Centre on a site designated and suitable for the proposed mixed-use development. Pedestrian access to and from the site, surrounding businesses, and the broader Town Centre is maintained through the continued provision of surrounding footpaths. On-site parking is provided to adequately accommodate residents, with parking bays located within the building envelope and screened from view, unlike the existing open car park that is visible from Silas Street and St Peters Road.

The impacts of the development are considered localised. Other than the variations identified in this report, the proposal generally aligns with the Town's planning framework and assessment criteria.

Variations to LPS 3, TCRG and the R Codes Vol 2

Local Planning Scheme No. 3 provides the underlying statutory framework for assessment and the exercise of discretion. Council may exercise discretion under cl. 5.6 to vary these site and development criteria.

As the lot is located within the "Frame Precinct" of the Town Centre zone the TCRG is applicable. Within the Town Centre, the TCRG enables Council to support variations that encourage redevelopment outcomes better suited to higher density areas. The R Codes Vol 2 further inform the assessment process. Where there is any inconsistency between the TCRG and the R Codes Vol 2, the TCRG prevails. Where the TCRG is silent on design elements the R Codes Vol 2 applies. The R Codes Vol 2 requires that development applications for mixed-use multiple dwellings in areas coded R40 and above are to have due regard to the Element Objectives of Parts 2, 3 and 4 of the R Codes Vol 2; and the objectives provided within the Town's Local Planning Framework.

In applying discretion under clause 5.6 and in accordance with clause 5.6.3 of LPS 3 Council must have due regard to the criteria listed in clause 67 of the Planning and Development (Local Planning Schemes) Regulations 2015; in the opinion of the local government, these are matters that are relevant to the development application. These criteria refer to orderly and proper planning matters such as compatibility of the development within its setting, its relationship to other land and the likely effect of height, bulk, scale, orientation and appearance, the amenity of the locality, landscaping, parking, access, traffic, site history, and any submissions received.

The following variations to LPS 3 need to be considered by Council.

- Clause 5.8.1 - front lot boundary setback,
- Clause 5.8.2 - building height,
- Clause 5.8.3 - plot ratio, and
- Clause 5.8.5 - car parking requirements.

The following elements of the TCRG need to be considered by Council.

- Element 6 Pedestrian Amenity – width of awnings over the footpath less than 2.4m.

From the R Codes Vol 2 the following elements must be considered by Council.

- Element 2.6 – Building Depth – Apartment 2 & 3 greater than 20m,
- Element 4.3 – Size and Layout of Dwellings – Apartment 1 less than 67m², and
- Element 4.3 – Size and Layout of Dwellings – Apartment 2 & 3 bedrooms 1 & 3 less than 3m minimum dimension.

Front Lot Boundary Setback

The proposed development has a setback of 2.3m from Silas Street to the front of the ground floor unit and the front of the roof top terrace, but a setback of 1.2m to the second and third level apartments. LPS 3 clause 5.8.1 requires the building to be constructed up to the boundary. In this case the increase in setback to the front boundary provides an area for private open space for Apartment 1 on the ground floor and meets the requirements of the R Codes Vol 2 which states that the minimum primary street setback is 2m. The open space is enclosed within a picket fence up to 2m high that is visually permeable, but ensures security and privacy from Silas Street. The balconies on levels 2 and 3 have a reduced setback of 1.2m. The balcony allows for building articulation and improves the aesthetics of the building by utilising different materials and colours for the rest of the building, as well as providing outdoor space for the upper level apartments. For this reason, the proposed increased setbacks to the primary street are recommended for support.

Height

Clause 5.8.2 of LPS 3 specifies that, except as otherwise permitted by the local government, the maximum height of a building wall is 8.0m and the overall height is 10.5m and this may be varied under cl. 5.6). Element 3 of the TCRG specifies a maximum height limit of 3 storeys within the 'Frame Precinct' of the Town Centre redevelopment Area. As the TCRG does not provide a definition for a storey, it is considered appropriate to refer to the R Codes Vol 2 for a definition of storey:

the portion of a building which is situated between the top of any floor and the top of the floor next above it and if there is no floor above, that portion between the top of the floor and the ceiling above it but does not include a: basement, space that contains only a lift shaft, stairway, or meter room, mezzanine, and loft.

In accordance with this definition the proposed building is classified as three storeys because the stair enclosure, and patio are excluded. It is noted that development within the 'Town Centre Core' and 'Canning Highway Precincts' of the Town Centre Redevelopment Area considers a storey slightly differently and in those areas the stair enclosure and the patio would be considered as a storey if they occupy more than 20% of the roof area, however, this proposed development is within the 'Frame' and so is excluded.

While the TCRG specifies building height in respect to three storeys it does not express this height in metres. It is necessary to utilise the R Codes Vol. 2 indicative storey heights in metres as a guide for the consideration of appropriate height limits in the Town Centre. The R Codes Vol 2 provides indicative heights of 12m for a three storey development and 15m for a four storey development.

Based on these figures, the proposed development at a three storey height of 9.88m is under the indicative height for a three storey residential development as determined by the R Codes. As the maximum height requirement for development in the Frame Precinct under the TCRG is three storeys, the proposal complies with the height requirements of the TCRG. Even if the proposed development was assessed as a four storey building at 11.22m (to the top of the stair well) or 11.169m to the top of the patio, it is within the indicative overall building height of 15m for four storeys as permitted under the R Codes Vol 2.

The height assessment is summarised below.

	LPS 3	LPP 3.1.3 - TCRG Maximum height for Frame Precinct	R Codes Vol 2		14 Silas Street Proposed
Definition of Storey	Silent on definition so look to R Codes	Silent on definition so look at R Codes			
Storeys	3 storeys	3 storeys	3 storeys	4 storeys	3 storeys
Height in metres	Walls: 8m Overall: 10.5m	Silent on measurement so look at R Codes.	Indicative overall building height 12m	Indicative overall building height 15m	9.88m to top of main wall 11.169m to top of patio (not defined as a storey)

					11.222m to top of stair enclosure (not defined as a storey)
--	--	--	--	--	---

The TCRG also states that development should not exceed four storeys if it is within 12 metres of existing adjacent residences. The proposed development achieves this as the proposed building is 12.2m from 16 Silas Street (boundary to boundary across St Peters Road) and 20m from 9 Silas Street (boundary to boundary across Silas Street), the two nearest residential properties.

Given that the patio is a simple lightweight structure, 2.55m in height, and set back from the edge of the building (4.6m from western edge of the building wall and 6.9m from the boundary on Silas Street and 0.8m from the southern edge of the building wall and 1.8m from the St Peters Road boundary) it will have limited visibility from the street and from surrounding residences. It is not considered to add excessive height to the overall building. The patio adds to the useability, and amenity of the roof terrace as an outdoor space for the residents of Apartment 3.

The variation to the permitted heights under LPS 3 is recommended for support.

Plot Ratio

Clause 5.8.3 of LPS 3 states that, except as otherwise permitted by the local government, the maximum plot ratio for all commercial zones, is 0.5:1. In this case the development has a plot ratio of 1.94 based on the information supplied by the applicant/owner. The TCRG specifies a maximum plot ratio of 2:1 for development in the Frame area so the proposed development is less than the maximum permitted by the TCRG. For this reason, the variation to the plot ratio is recommended for support.

Car Parking

Element 8 of the TCRG requires parking to be assessed under the requirements of LPS 3 which sets out the minimum car parking requirement for commercial uses (i.e., offices) and the R Codes Vol 2 for residential apartments. In this case three car bays are provided that meet the residential dwelling unit requirements. The minimum required amount of parking for the three residential apartments is one car bay per unit, and this is supplied in accordance with the acceptable outcomes of the R Codes Vol 2.

Cl. 5.8.5 and Schedule 10 of LPS 3 states that an office requires three car bays based on the floor space of the tenancy, however, DPLH has determined that it was necessary to move away from assessing parking requirements via planning scheme provisions due to the inconsistency of parking standards across local governments and the inconsistent parking rates being applied in the absence of research into parking demand. The *Non Residential Car Parking Rates in Perth and Peel* (approved by the WAPC, October 2024) provides minimum and maximum parking rates for non-residential land uses in activity centres and precincts in Perth and Peel. The document states that the car parking rates are to be adopted under the local planning framework or used in the development assessment process. It is therefore considered appropriate that these ratios are applied in the assessment of this application.

Non Residential Car Parking Rates in Perth and Peel - Appendix A – Minimum and maximum car parking rates per land use in local and neighbourhood centres, and urban corridor and mixed use precincts

Land Use	Minimum	Maximum
Office	1 space per 200m ² FA	1 space per 50m ² FA

1. The adoption of both minimum and maximum rates provides for an acceptable range of on-site car parking spaces to be incorporated into developments. This requires the number of car parking spaces for a proposal to be equal to or greater than the minimum requirement, provided it does not exceed the maximum requirement.

The area of the office is 16m² and as such one car bay is required for the office in accordance with this document (1 car bay per 30m²). The proposed development is close to public transport options. It is within 210m of a high frequency bus stop with services to Fremantle and 250m to the stop for bus services to Canning Bridge train station.

In addition, there are public car bays available along Silas Street and within the Richmond Quarter car park. Alternatives to driving are also encouraged through the highly walkable urban environment around the Town Centre and through the provision of a bicycle rack for bike users at the rear of car parking provided on this site. It is considered that the parking shortfall of one car bay for the office can be supported.

Pedestrian Amenity

Element 6: Pedestrian Amenity of the TCRG requires that buildings with a commercial ground floor have a canopy or awning that is at least 2.4m deep over the footpath, but not within 0.3m of the kerb and has a minimum depth of 2.7m. In this case the balconies form an awning for part of the development, but are only 1.2m deep. The reduced awning width is in proportion to the scale of the building and the width of the lot frontage and provides articulation to the façade of the building. It will offer some shelter from the weather for pedestrians and visitors to the building. As the lot is narrow and imposition of this requirement would potentially render the development too difficult to achieve a viable design outcome, the reduced awning depth is recommended for support.

Size and Layout of Dwellings - Area of Apartment 1 and Dimension of Bedrooms

In accordance with acceptable outcome A4.3.1 of the R Codes Vol 2, the minimum area of a two bedroom, one bathroom apartment is required to be 67m² in. In this case the area of Apartment 1 is proposed to be 56m². The reduction in area can be supported in accordance with Element Objectives O4.3.1 and O4.3.2. The internal size and layout of dwelling is functional with the ability to flexibly accommodate furniture settings and personal goods appropriate to the expected household size as shown on the plans.

The minimum dimension of 3m that is required for bedroom 1 and 3 in Apartment 2 & 3 in accordance with acceptable outcome A4.3.2 is not met. The reduction in area can be supported in accordance with Element Objectives O4.3.1 and O4.3.2. The internal size and layout of dwelling is functional with the ability to flexibly accommodate furniture settings and personal goods appropriate to the expected household size. Ceiling heights and room dimensions provide for well-proportioned spaces that facilitate good natural ventilation and daylight access.

As Apartment 2 and 3 are spread across a whole floor there is significant access to light and ventilation for each room despite the reduced internal length of the bedrooms. The tapered shape of the lot and the design of the building means that it is difficult to design rooms that meet the minimum requirements. The irregular shapes of the bedrooms do not impact on the usability or function of the bedrooms. For this reason, the reduced dimension is recommended for support.

Balcony Depth

The balconies to Apartments 2 and 3 do not meet the minimum 2.4m depth required by acceptable outcome A4.4.1. The balconies are both 1.2m deep. However, they are very long with a total area of 30m² each and ensure that there is significant area for the residents of the dwellings to access space outside the building from the kitchen, dining area and bedroom 1. The large openings from the rooms adjacent to the balcony mean that the balconies extend the areas of these rooms and allow for easy movement of residents from the inside to the outside of each dwelling with a balcony. For this reason, the reduced depth of the balcony is supported.

Proposed Conditions

Energy Efficiency, Signage, Waste Management, Landscaping Plan

Conditions have been proposed in the final recommendation that address the requirement for an energy efficiency assessment (Element 10: Resource Conservation), the requirement for a development application for signage (Element 11: Signage and Services), and the requirement for a waste management plan (Element 11: Signage and Services).

A water and sewer connection will be required to be added to the bin storage area to allow bins to be cleaned regularly and ensure that the wastewater is disposed of properly. Users of the building will be encouraged to utilise the three-bin system including FOGO bins. The occupants will be subject to the same FOGO collection dates as other residents.

A detailed landscaping plan will also be required as a condition of development to ensure Element 4.12 of the R Codes Vol 2 is achieved.

Encroachment into Road Reserve

There are parts of the balcony and roof awning that do encroach over the boundary, but this is considered acceptable given the shape of the lot and is encouraged by way of Element 6 of the TCRG which encourages the use of canopies or awnings over the footpath. Legal advice was provided from the Town's lawyers in relation to this matter. The applicant will be required to enter into a legal agreement with the Town for encroachment of the balcony and roof awning over the boundary (in accordance with Regulation 17 of the Local Government (Uniform Local Provisions) Regulations 1996). This proposal with verandahs and/or balconies encroaching into the road reserve is like several other properties within the Town including the terrace housing on the western side of Silas Street and north of St Peters Road (9 Silas Street, 16 to 30 St Peters Road, 8 Council Place). The applicant will have to pay for the creation of a legal agreement by the Town's lawyers that will protect the Town from legal liability associated with encroachment of the development into the verge area. A condition will be included in the final recommendation that will be reflective of this requirement.

Response to Submissions from Advertising

The main concerns raised in the submissions are summarised below with an explanatory comment and response.

Topic	Explanation	Officer Response
Car parking	Insufficient parking for the number of dwelling units	With regards to parking there is a deficit of one car bay relating to the office space. This deficit is highlighted earlier in this report. The three residential apartments have a single car bay each. As the site is within 250m walk from bus stops on Canning Highway each unit is only required to provide 1 bay per dwelling unit in accordance with the R Codes Vol 2 requirements.
Disruption to the street	Construction will cause the street access and movement to be restricted	There will always be a period during the construction of a building when there may be temporary inconvenience for visitors, shoppers, pedestrians, and residents. It is temporary and impacts will be mitigated through the requirement for a construction management plan to minimise negative impacts from construction.
Size, height and scale of building	The building is of excessive scale	The proposed development addresses the street, utilises the existing highly constrained site and considers the planning framework that guides development on site. The development is three storeys and below the indicative allowable height, within the maximum plot ratio and built to the boundary on one side as permitted by LPS 3.
Access to sunlight	Neighbouring buildings will have their access to light restricted	The proposed development does not overshadow neighbouring lots.
Access to the site during construction	Workers will find it difficult to get to the site	A construction management plan will be required to be submitted that shows where contractors will park while construction is underway. There will be temporary disruption that is an accepted part of the development process. The design methodology that is proposed will also help to minimise the disruption from construction.
Pedestrian amenity and safety	There is increased risk to pedestrians moving past the site and the proposed development will encroach into the pedestrian footpath impacting pedestrian safety;	The footpath will remain in place during the construction period but if there is disruption to access this will be identified in the construction management plan, only temporary, and subject to approval by the Town.
Tree removal	All trees should be retained on site	The arborist report has shown that two out of the three trees on site are weeds and the third has a shortened life expectancy due to excessive pruning over time. The three trees will be replaced by two native trees as well as landscaping with smaller plants along the western and southern edge of the building.
Dilapidation report	There are concerns that a dilapidation report is necessary to reduce risks to neighbouring buildings	A condition has been included in the final recommendation that requests that the applicant/owner undertakes a dilapidation report on neighbouring properties prior to the commencement of works.

Previous development	Decisions taken by neighbouring owners	This development has been assessed based on its merits irrespective of previous approvals by the Town, or decisions or actions by neighbouring property owners.
Plot ratio	The building is of excessive scale	The proposed development is below the maximum plot ratio specified by the TCRG. This is discussed elsewhere in this report.
Visual impact	People do not want to see another high density central business district	The zoning, permitted density, and the development criteria utilised for this site will inevitably lead to larger, higher density development that is in keeping with the Town's objectives for the Town Centre.
Inconsistency of the TCRG with the R Codes	Does not consider existing type and style of buildings in the area	The proposal is for a contemporary building with heritage elements like bullnose verandahs and multiple windows across both Silas Street and St Peters Road.
Density	The lot is too small to have a high density development undertaken on site and the proposal exceeds the permitted density	Council made the decision to approve the TCRG to guide development in the Town Centre when variations to LPS 3 were proposed. The TCRG allows Council to approve development that does not meet the requirements of the LPS 3 or the R40 density code as specified by the R Codes Vol 2.
Mixed use development	Not a genuine mixed use development due to the small office space	The proposed development is defined as a mixed use apartment as it has a commercial space on the ground floor and an additional two residential apartments on floors above.
Open space	Limited open space on site	Although there is limited open space at ground level each apartment achieves the minimum required amount of open space; a courtyard for Apartment 1, a balcony for Apartment 2, and a balcony and roof terrace for Apartment 3.
Overshadowing	Excessive overshadowing to the adjoining and surrounding properties	The building overshadows the adjacent road reserve and does not overshadow neighbouring properties to the south. There is no overshadowing of the northern property as the proposed development is to the south of this.
Overlooking and loss of privacy	Loss of privacy to neighbouring properties	Visual privacy is not considered an issue with regards to this proposed design as there is no right to visual privacy from commercial properties. An assessment was completed despite this and there is no direct overlooking from the roof top terrace towards the northern property within the 45 degree cone of vision when measured horizontally due to window awnings and roof location. The consulting rooms in the medical centre to the north of the property are currently exposed to St Peters Road and located at the rear of the neighbouring medical centre and not in alignment with the roof top terrace of the proposed development. Given that there is a very acute angle between the roof top terrace and the consulting rooms and outdoor spaces in the neighbouring property and the walls of both properties are close to each other there is minimal opportunity for any (theoretical) overlooking issues.
Noise	Construction will produce excessive noise	Noise is regulated through the Environmental Protection (Noise) Regulations 1997 (as amended) and is not a planning matter dealt with through the Planning and Development Act and associated regulations. Noise is permitted on a building site during the construction period during the standard building periods.
Streetscape	The proposed development is inconsistent with the appearance of East Fremantle buildings and the character of the adjoining development;	There is an eclectic collection of buildings in the Town Centre precinct. The proposal is for a contemporary building with heritage elements like bullnose verandahs and multiple windows across both Silas Street and St Peters Road.

Building Form, Scale and Height

It is considered that the proposed building responds appropriately to the constraints of the site. The form, scale, and height are appropriate and as intended by the Town's key planning documents. The Town's Local Planning Strategy clearly identified the Town Centre in which this lot is located as a neighbourhood activity centre area with the frame precinct being an area where multiple dwellings are to be built to allow for the intensification of development. Given that the site is small, and the plot ratio limit of the TCRG is not exceeded, the height is considered acceptable and the proposed site coverage is supportable.

The adjacent medical centre is a helpful reference point in considering and comparing building heights in the Town Centre and potential effects on the amenity of the area. The newer part of the medical centre is two storeys in

height but has a high-pitched skillion roof (approximately 16 degrees pitch) with clerestory windows resulting in a total height of nearly 8m and equivalent to two and half storeys. There are also other higher buildings in Silas Street and May Street. Just beyond the medical centre is a four storey apartment building at 19 May Street. Richmond Quarter at 1 and 3 Silas Street is four to eight storeys in height and there are also two storey residential units on the northwestern side of the Silas St and St Peters Road roundabout.

The Silas Street frontage of the medical centre will sit between two taller buildings. This is not uncommon in commercial and mixed use zones, where over time there is an evolution of the urban space that sees the latest planning criteria utilised and the original buildings being replaced by newer developments which are higher and denser. Original buildings sit adjacent to higher parapet walls as is the case with 12 Silas Street where the building to the north of the medical centre has a parapet wall approximately 19.5m long and 7.8m high. Often, as is the case with 12 Silas Street there are existing side boundary setbacks which retain a degree of open space between buildings. In this case a 3m setback to the north is maintained.

Also, of relevance to the consideration of building scale in the Town Centre is the transition to increased building heights in the Town Centre over the past decade. As mentioned, the Richmond Quarter building is eight storeys, the May Street apartments are four storeys and the nearby medical centre and mixed use developments are between two and two and a half storeys (the latter ranging in height from 6.5m to 9.43m). In 2005 the Council granted approval for the two storey medical centre addition (7.78m in height). Although the building was never constructed approval was also granted for an additional four residential dwellings, in a three level building, to the rear of the current medical centre at 12 Silas Street. Therefore, the height of the proposed building at 14 Silas Street with three storeys is considered appropriate as part of the transitional height progression and in keeping with surrounding development in the Town Centre where higher and denser development will be undertaken.

The proposal is not considered to be of excessive scale in the Town Centre. It is reasonable to assume that if any other site was proposed for redevelopment in the Town Centre that heights of three or more storeys would be considered acceptable. It is considered that the proposed development is not of excessive height, scale or bulk. It is considered that the building will contribute positively to the streetscape. The concerns raised in the submissions based on height, scale and building form are not supported as the proposal is a three-storey building and compliant with Acceptable Outcomes of Element 3: Building Form, Scale and Height of the TCRG. The proposed development is in accordance with the Town's Local Planning Strategy.

Address	Storeys	Height
14 Silas Street	3 storeys	9.88m to top of main wall 11.169m to top of patio (not defined as a storey) 11.222m to top of stair enclosure (not defined as a storey)
9 Silas Street	2 storeys	9.43m
12 Silas Street	2 storeys	7.78m
16 Silas Street	2 storeys	6.5m

The LPS 3 provisions and the TCRG specify nil setbacks and therefore the proposal complies with the requirements of the TCRG along the northern and southern boundaries. Notwithstanding this, the patio is set back 4.6m from western edge of the building wall and 6.9m from the boundary on Silas Street and 0.8m from the southern edge of the building wall and 1.8m from the St Peters Road boundary. It will have limited visibility from the street. It does not add considerable bulk and scale to the building as it is a simple, lightweight structure setback from the boundary edges. Plants are shown on the top edge of the building to help soften the proposed development and provide relief from the built surfaces on the roof top terrace.

Density

There is no minimum site area for apartments and LPS 3 allows for a residential density of more than R40 in the Town Centre zone where Council is satisfied that the design and mix of development will be consistent with the TCRG. The land area of the subject site is 211m² which is greater than the minimum site area per dwelling for R40 which is 180m². The TCRG supports multiple dwellings and grouped dwellings in the Frame Precinct and small-scale

commercial uses incorporated within mixed-use development. The TCRG does not place an upper limit on density in the Town Centre Zone.

Visual Privacy and Overlooking

Visual privacy is not considered to be an issue in relation to the proposed development. There is no planning right to visual privacy for a commercial property from a residential development, and residential outdoor living areas may overlook commercial windows without constituting a visual privacy conflict.

Notwithstanding this, an assessment has been undertaken to consider the theoretical impact of overlooking from the proposed rooftop terrace if it had to be considered. The development does not achieve a 7.5 metre visual privacy setback to the northern boundary as specified in Acceptable Outcome A3.5.1 of the R Codes Vol 2. But there is no direct overlooking from the rooftop terrace toward the northern adjoining property and into the medical centre consulting rooms within the 45 degrees cone of vision when measured horizontally.

The rooftop terrace is located on the western portion of the site (with the remaining portion of the roof proposed to accommodate solar panels). The neighbouring medical centre that aligns with the outdoor living area contains two openings; however, these are substantially screened by an awning and the roof.

The consulting rooms and the open balconies on the south of the medical centre are already exposed to St Peters Road and are located at the rear of the neighbouring commercial building. Given the acute angle between the rooftop terrace and any windows or outdoor areas within the adjoining property, together with the proximity and height of the built form on both sites, there is minimal opportunity for unreasonable or direct overlooking.

While the rooftop terrace is the only component of the development with any theoretical potential for overlooking, there is no statutory requirement to apply the residential visual privacy provisions of the R Codes to a commercial property. Accordingly, no unacceptable visual privacy impacts arise, and claims of loss of privacy are not supported..

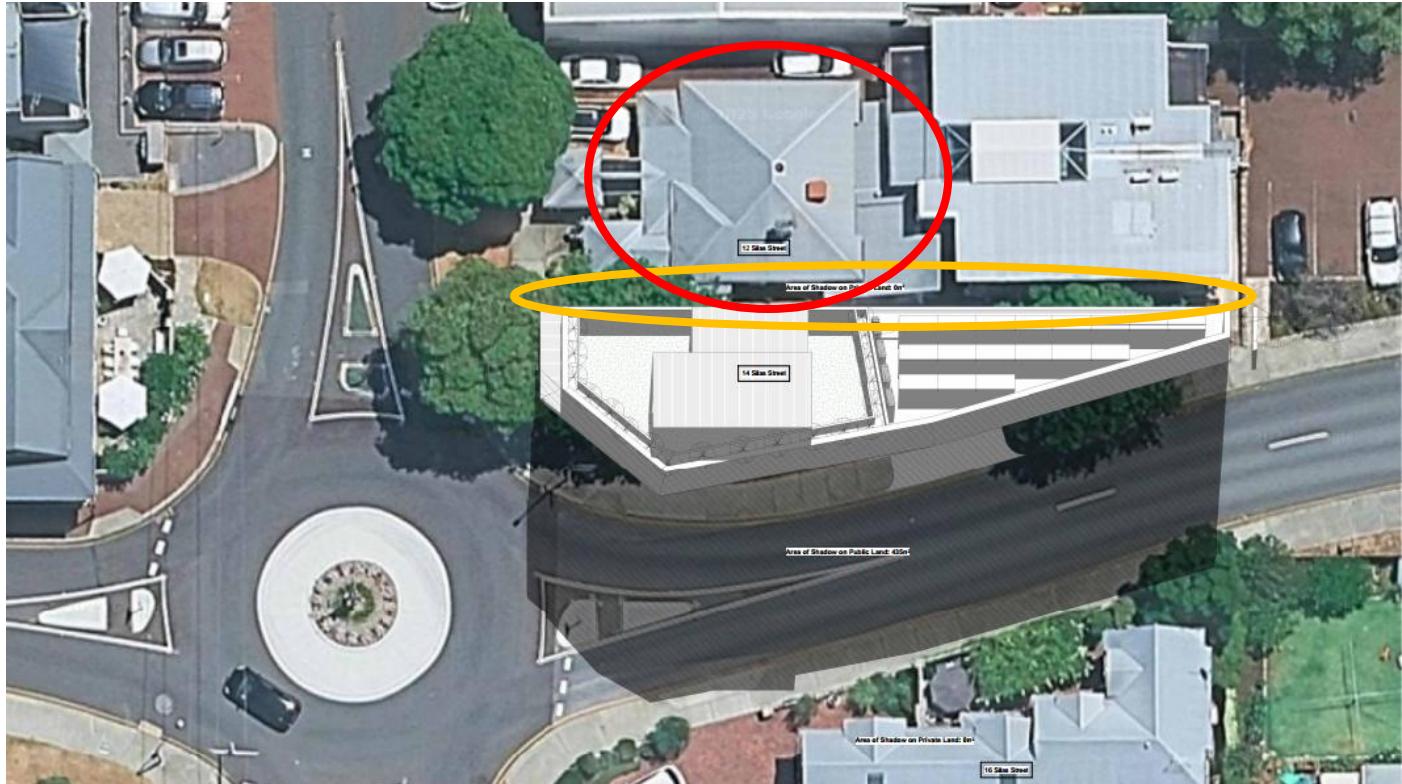


Image extracted from the submitted plans.

The front of the neighbouring medical centre (marked with a red circle) has a lower roof and the adjacent walls of 12 and 14 Silas Street have minimal separation distance (marked with a gold circle). As the northern neighbouring

property is commercial there is no automatic right of visual privacy from the neighbouring residential component of the proposed mixed use development.

Character and Heritage Considerations

Council adopted the TCRG as a local planning policy to encourage the evolution of the Town Centre into a robust, vibrant, mixed-use urban village with enough residents, jobs, and services to sustain and meet the needs of the community now and the future. The proposed development is in alignment with this principle.

Loss of Vegetation

All vegetation on site is to be removed and is supported by the arborist report that was prepared on behalf of the applicant. The landscaping will be provided in accordance with the R Codes Vol 2 requirements.

The development meets Element 4.12 of the R Codes Vol 2 in that a deep planting zone will be utilised on the eastern edge of the lot. Trees will be planted, and garden beds will be created around the ground floor of the building. Planting across the site will complement the design and soften the building. The objection raised in the submissions based on loss of vegetation is not supported. A condition will be included in the final recommendation that requires a landscaping plan to be provided prior to the submission of a building permit application to clearly indicate types of plants and the provision of irrigation.

Sustainability

The proposed development will achieve the requirements of Element 4.15 Energy Efficiency and Element 4.16 Water Management and Conservation. A range of measures will be implemented including provision of solar panels on the roof top. The proposed development will have to meet the energy and water sustainability requirements of the National Construction Code. The objections raised in the submissions on this matter are therefore not supported.

Pedestrian Safety

No change is proposed to the current footpath access adjacent to the subject development. A footpath will still be in place after development and sufficient sightlines are already in place in the area around the roundabout and intersection of Silas Street and St Peters Road. A construction management plan is recommended to ensure pedestrian safety and access during the construction period should the development be approved. The objections raised in the submissions concerning pedestrian safety are therefore not supported.

Impact During Construction

There will be a period during the construction of a building when there may be temporary inconvenience for visitors to the area and residents. A construction management plan has been recommended to mitigate these disruptions. A construction management plan will be required to address several issues on site including site access, working hours, parking for on-site contractors, loading and unloading of vehicles, temporary fencing, temporary toilets and disposal of construction waste.

A dilapidation report (prepared at the expense of the applicant) is recommended as an appropriate condition of development approval to be prepared and submitted with the building permit application. Any damage done to nearby structures because of works undertaken on site can then be identified at a later date. Of course, individual owners are not precluded from engaging a professional to undertake a dilapidation report of their own property at any time.

Some disruption and inconvenience will occur as with any new development. It is intended that both the construction management plan and the dilapidation report will reduce the likelihood of adverse outcomes from construction of the proposed development.

Conclusion

The proposed development seeks approval for variations to the LPS 3, TCRG and the R Codes Vol 2 and, as noted previously, Council has the discretionary power to vary the provisions of LPS 3. The proposal does not meet the front

lot boundary setback (clause 5.8.1), the building height (clause 5.8.2), plot ratio (clause 5.8.3), and car parking (clause 5.8.5), requirements of LPS 3, however discretion may be exercised under clause 5.6 to vary these (variations to site and development standards and requirements).

It is considered the proposed variations to the TCRG and the R Codes Vol 2 do not have a significant detrimental impact on the surrounding businesses and residents of the area and the future development of the locality.

The concerns expressed in the submissions in relation to this development are noted. Responses to the submissions have been provided in detail in this report and Attachment 3 and it is considered that all matters raised have been sufficiently addressed by the applicant.

This lot was formally created by the WAPC, and the new owner has the right to seek approval for the development of the land under the planning requirements that apply to the Town Centre, and which can be approved by Council.

It is acknowledged that this is constrained site, however, a mixed use development is an appropriate outcome for the location and is similar in nature and scale to existing developments in the Town Centre. The objectives of the TCRG are to encourage a variety of dwelling and building types with commercial and residential uses that serve the needs of the existing community and future generations. The “frame” area is identified as providing a higher density residential transition between the Town Centre and the surrounding suburban residential areas. It is envisaged that this transitional area would consist of more multiple dwellings. The commercial tenancy will activate the street and provide for more pedestrian activity in the Town Centre. The addition of more dwellings also adds to the Town’s dwelling target and resident population. It is considered that this development will meet the objectives of the Town Centre zone under LPS 3 and achieve the aims of the TCRG. Development of this corner site with a well designed building, using high quality materials that minimises the impact of the development on surrounding sites is viewed as a positive outcome for the Town Centre.

It is recommended that Council supports the proposed mixed use development (office and three residential apartment dwellings) subject to the conditions listed in the final recommendation. The variations proposed are considered relatively minor and on balance the proposed development is a positive design outcome for a constrained site within the development parameters outlined for the Town Centre.

13.1 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

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

OFFICER RECOMMENDATION:

That Council, in accordance with the provisions of Local Planning Scheme No. 3, grants development approval, and exercises its discretion regarding the following:

- (i) **Clause 5.8.1 - Local Planning Scheme No 3 – Front Lot Boundary Setback (Silas Street) – 0m required, 2.3m (ground floor), 1.2m (upper storey balconies) provided;**
- (ii) **Clause 5.8.2 – Local Planning Scheme No 3 – Building Height – Walls 8m, overall 10.5m required, 9.88m provided;**
- (iii) **Clause 5.8.3 – Local Planning Scheme No 3 – Plot Ratio – 0.5 required, 1.94 provided;**
- (iv) **Clause 5.8.5 - Local Planning Scheme No 3 - Car Parking – 4 car bays required, 3 car bays provided;**
- (v) **Element 6: Pedestrian Amenity - Town Centre Redevelopment Guidelines – 2.4m verandah depth required, 1.2m provided;**
- (vi) **Element 2.6: Building Depth – Residential Design Codes - Volume 2 - Apartments - Apartment 2 & 3 – 20m maximum required, 35.754m provided;**
- (vii) **Element 4.3: Size and Layout of Dwellings - Residential Design Codes - Volume 2 – Apartments – Minimum Area – Apartment 1 – 67m² required, 56m² provided;**

(viii) **Element 4.3: Size and Layout of Dwellings - Residential Design Codes - Volume 2 – Apartments – Apartment 2 & 3 – Bedroom 1 & 3 – Minimum Bedroom Dimension - 3m required, less than 3m provided;**

for a mixed use development (office and apartment) at No. 14 (Lot 350) Silas Street, East Fremantle, in accordance with the plans submitted on 19 December 2025, subject to the following conditions:

- (1) The development is to comply with WAPC State Planning Policy 5.4 Road and Rail Noise and implement Noise Insulation "Deemed to Comply" packages for the residential component of the development. Confirmation of achievement of the requirements of this condition is to be included with the building permit application.
- (2) The development being constructed with high quality and durable materials and finishes and to a level of detailing that is consistent with the elevations and perspectives submitted on 19 December 2025, and to the satisfaction of the Town of East Fremantle (the Town).
- (3) Prior to the submission of a building permit application, the applicant is to submit final details of the materials, colours and finishes of the exterior of the building, including a sample board, to the satisfaction of the Town.
- (4) Prior to the issue of a Building Permit, a dilapidation report prepared by a suitably qualified professional shall be submitted to the Town, and the owners of the adjoining properties listed below detailing the current condition and status of all buildings (both internal and external together with surrounding paved areas), including ancillary structures located on these properties and external paved areas at:
 - (i) 12 Silas Street, East Fremantle and
 - (ii) 6 Silas Street, East Fremantle.
 If access to undertake the dilapidation survey is denied by a surrounding owner, the applicant must demonstrate in writing to the satisfaction of the Town, that all reasonable steps have been taken to obtain access and advise the affected property owner of the reason for the survey and that these steps have failed.
- (5) Prior to the issue of a building permit, a Construction Management Plan shall be prepared to the satisfaction of the Town. This plan is to address the following matters during the construction/development period:
 - (i) Noise, vibration, air and dust management;
 - (ii) Contact details of essential site personnel, construction periods and construction operating hours;
 - (iii) Traffic management, including footpath closures and proposed signage;
 - (iv) Parking management for all trades, contractors and visitors to site;
 - (v) Public safety and amenity (traffic control and pedestrian management);
 - (vi) Site access/egress management;
 - (vii) Scaffolding management plan;
 - (viii) Management plan for the loading and unloading of vehicles;
 - (ix) Heavy construction machinery and deliveries;
 - (x) Bulk earthwork operations;
 - (xi) Stormwater and sand/sediment control;
 - (xii) Street tree management and protection;
 - (xiii) Protection of footpath and pedestrian underpass;
 - (xiv) Details of all concrete pours and requirements relating to piling methods or associated works;
 - (xv) Temporary fencing;
 - (xvi) Temporary toilets;
 - (xvii) Dilapidation of Town infrastructure and nearby properties;
 - (xviii) Waste management for construction waste
 - (xix) Hoardings and gantries; and
 - (xx) Any other relevant matters.

The requirements of this plan are to be always observed during the construction process.

(6) Prior to the lodgement of an application for a building permit for the proposed development the owner of the Land shall enter into a deed of agreement with the Town of East Fremantle (Town) whereby the owner:

- (i) indemnifies the Town against any loss or damage caused to any road reserve or other property of the Town or to any person or property of any person arising out of the construction of the development or the use of the road reserve in connection with the development;
- (ii) agrees to take out and maintain a policy of public liability insurance with a reputable insurer in an amount satisfactory to the Town to insure the Town and the owner against all claims for loss or damage or injury occurring to any road reserve or property of the Town or any person or property of any person as a result of the construction of the development or in respect of the use of the road reserve in connection with the development;
- (iii) agrees to maintain the development at its cost; and
- (iv) the agreement shall be prepared by the Town's solicitors to the satisfaction of the Town and enable the Town to lodge an absolute caveat over the title to the Land. The owner shall be responsible to pay all costs associated with the Town's solicitor's costs of and incidental to the preparation of (including all drafts) and stamping of the agreement and the lodgement of the absolute caveat.

(7) A landscaping plan including details of the plant species and plant location, mulching and reticulation is to be submitted for approval by the Town prior to the submission of a Building Permit application and the landscaping is to be maintained to the satisfaction of the Town for a period of two years.

(8) A waste management plan is required to be submitted for approval by the Town prior to the submission of a building permit application.

(9) A water connection, sewer connection, and drain connected to the sewer are required to be incorporated into the design and construction of the waste bin storage area and incorporated into the plans prior to the submission of the building permit application.

(10) Any proposed signage for the building, including commercial tenancy (office) will require the submission of a development application for the consideration of the Town.

(11) Existing trees located within the verge are a Town asset and must be retained and not pruned, shaped, or modified except where otherwise approved for removal or modification by the Town.

(12) During construction the verge trees are to be protected with cages around the trunks as per Australian Standards AS 4970-2009 to ensure that they are not damaged by surrounding works, vehicles, or materials.

(13) The crossover width is not to exceed the width of the crossover indicated on the plans submitted on 19 December 2025 and to be in accordance with the Town's crossover policy, and the Urban Streetscape and Public Realm Style Guide.

(14) The works are to be constructed in conformity with the drawings and written information accompanying the application for development approval other than where varied in compliance with the conditions of this development approval or with the Town's further approval.

(15) The proposed works are not to be commenced until the Town has received an application for a Building Permit and the Building Permit issued in compliance with the conditions of this development approval unless otherwise amended by the Town.

(16) With regards to the plans submitted with respect to the Building Permit application, changes are not to be made in respect of the plans which have received development approval, without those changes being specifically marked for the Town's attention.

(17) All stormwater is to be disposed of on site, an interceptor channel installed if required and a drainage plan submitted to the satisfaction of the Town prior to the issue of a Building Permit.

(18) If requested by the Town within the first two years following installation, the roofing to be treated to reduce reflectivity. The treatment to be to the satisfaction of the Chief Executive Officer in consultation with relevant officers and all associated costs to be borne by the owner.

(19) All introduced filling of earth to the lot or excavated cutting into the existing ground level of the lot, either temporary or permanent, shall be adequately controlled to prevent damage to structures on adjoining lots or in the case of fill, not be allowed to encroach beyond the lot boundaries. This shall be

in the form of structurally adequate retaining walls and/or sloping of fill at the natural angle of repose and/or another method as approved by the Town.

(20) Where this development requires that any facility or service within a street verge (street trees, footpath, crossover, light pole, drainage point or similar) is to be removed, modified, or relocated then such works must be approved by the Town and if approved, the total cost to be borne by the applicant. The Town must act reasonably and not refuse any reasonable proposal for the removal, modification or relocation of such facilities or services (including, without limitation, any works associated with the proposal) which are required by another statutory or public authority.

(21) This development approval is to remain valid for a period of 24 months from the date of this approval.

Footnote:

The following are not conditions but notes of advice to the applicant/owner:

(a) *This decision does not include acknowledgement or approval of any unauthorised development which may be on site.*

(b) *A copy of the approved plans as stamped by the Town are attached and the application for a Building Permit is to conform with the approved plans unless otherwise approved by the Town.*

(c) *An application for verge planting is to be made to the Operations Department of the Town and plans are to be included with the application that meets the requirements of the Urban Streetscape and Public Realm Style Guide and submitted as part of the landscaping plan prior to the submission of the building permit application.*

(d) *An application for a new crossover is to be submitted to the Operations Department of the Town and plans are to be included with the application that meets the requirements of the Town's crossover policy and the Urban Streetscape and Public Realm Style Guide. This application and relevant information are available at the following links; Crossover Specifications https://www.eastfremantle.wa.gov.au/Profiles/eastfremantle/Assets/ClientData/Documents/worksreleases/Crossover_Specification_2017.pdf Urban Streetscape and Public Realm Style Guide <https://www.eastfremantle.wa.gov.au/documents/914/urban-streetscape-and-public-realm-styleguide> Application to Conduct Crossover Works https://www.eastfremantle.wa.gov.au/Profiles/eastfremantle/Assets/ClientData/Documents/worksreleases/Application_to_conduct_crossover_works.pdf*

(e) *All noise levels produced by the construction of the development are to comply with the provisions of the Environmental Protection (Noise) Regulations 1997 (as amended).*

(f) *Matters relating to dividing fences are subject to the Dividing Fences Act 1961.*

(g) *Any damage to other Town assets including but not limited to the kerb, drainage, footpaths, roads, and signage will have to be repaired by the applicant/owners/contractors at their cost.*

(h) *Anyone proposing to carry out construction or excavation works must contact 'Before You Dig Australia' (www.byda.com.au) to determine the location of buried gas infrastructure. Refer to ATCO document AGA-O&M-PR24- Additional Information for Working Around Gas Infrastructure <https://www.atco.com/en-au/for-home/natural-gas/wa-gas-network/working-around-gas.html>*

(i) *Proposed construction and excavation works need to be managed in accordance with the ATCO document Additional Information for Working Around Gas Infrastructure - AGA-O&M-PR24 <https://www.atco.com/en-au/for-home/natural-gas/wa-gas-network/working-around-gas.html>.*

(j) *This proposal will require approval by the Water Corporation Building Services section prior to the commencement of works. Infrastructure Contributions and fees may be required to be paid prior to approval being issued. For further information about building applications, please follow this link: <https://www.watercorporation.com.au/Developing-and-building/Building/Lodging-a-building-application>*

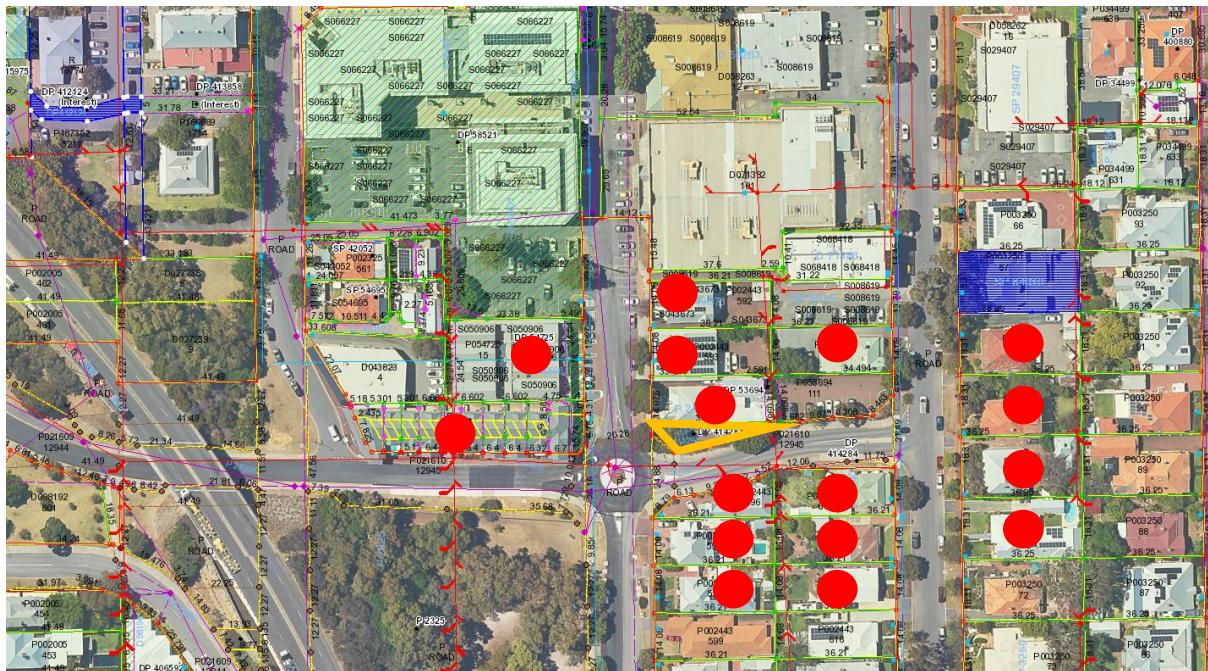
The information provided above is subject to review and may change. If the proposal has not proceeded within six months, it is recommended that the developer contacts the Water Corporation to confirm whether the above information is still valid.

<i>(k) Anyone proposing to carry out construction or excavation works are advised to contact Western Power regarding the Transmission Overhead Powerlines located in Silas Street and the Restriction Zone for the powerline regarding undertaking construction or other work in the vicinity.</i>
<i>(l) Any proposed air conditioning shall comply with the provisions of the Environmental Protection (Noise) Regulations 1997 (as amended).</i>

REPORT ATTACHMENTS

Attachments start on the next page

14 Silas Street – Location and Advertising Plan



Advertise to all units within the following addresses as well as the additional properties shown above;

No 8 Council Place, No 16-30 St Peters Place, No 9 Silas

Units 1-8, 7A, 7B & 7C No 5 Silas Street

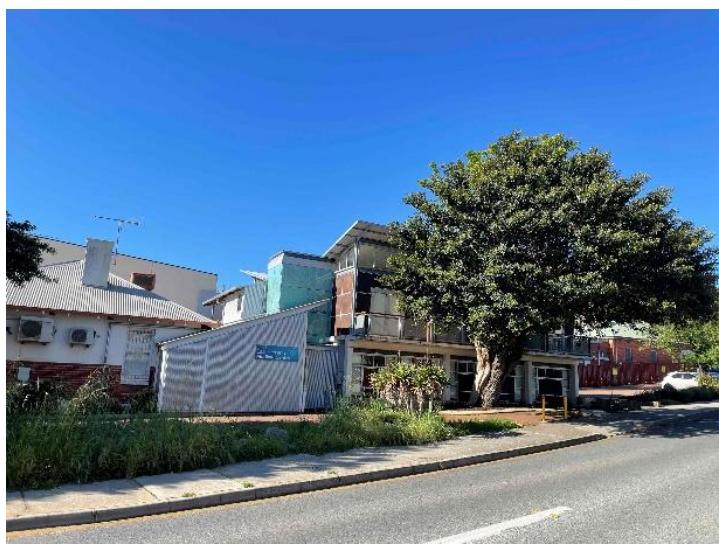
10 Silas Street

Units 1-4 No 8 Silas Street

14 Silas Street – Photos



Attachment -2



Submissions Schedule

Submission	Applicant Response	Town Response
<u>Submission 1</u> I wish the ask how the owner and developer intend to address the issue of car parking for the occupants of the proposed development. The drawing does not appear to provide adequate parking for four potential occupants let alone future growth of families living in the 3-bedroom apartment.	Design changes incorporated into the plans and consultant planner to respond at the council meeting	Three car bays are provided for the residents of the residential units. As the site is within a 250m walk from bus stops on Canning Highway each unit is only required to provide one bay per dwelling unit. As an office the commercial space has a car parking deficit of one car bay. It is noted that there are a substantial number of on street parking bays along Silas Street.
<u>Submission 2</u> I object to the proposal. This development will look stupid where it is proposed to be built. Silas St is already too busy because of the increase of trucks due to the stupid set up of The Good Grocer. At any given time during the day there are five trucks waiting to unload, so this will be a major hazard/hassle for residents and shoppers alike during the construction phase. Adding another building like the one designed will destroy the current look of the entrance to the shopping section of Silas St. It will look tacky and detract from the nice aesthetic that is currently in place. I absolutely oppose this.	Design changes incorporated into the plans and consultant planner to respond at the council meeting	There will always be a period during the construction of a building when there may be temporary inconvenience for shoppers and residents. It is temporary and impacts will be mitigated through the requirement for a construction management plan to be in place to minimise negative impacts from construction. Vehicles waiting to unload at the Good Grocer are not related to this development site. The look and feel of an area are subjective measures. In this case there has been an effort by the proponents to design a building that fits in with other buildings in the Silas Street area by having verandahs, metal roofing and many windows providing surveillance of the surrounding streets.
<u>Submission 3</u> Our main concern is the size and height of the development on such a small parcel of land- it would be imposing and overreaching in the corner with the existing structure (Medical Centre) so close. The implications of access and interruption to flow and ease of the area - particularly the roundabout during construction would heavily impact the day to day living of us in close proximity to the proposed development. A more reasonable sized development would be recommended for the land parcel of the size that it is and would have a more minimal impact on residents and visitors (particularly to the shops/businesses at the end of Silas St that have just got back to life).	Design changes incorporated into the plans and consultant planner to respond at the council meeting	Negative impacts from construction will be mitigated through the implementation of a construction management plan. A development has been proposed by the owner that addresses the street, utilises the existing highly constrained site and considers the planning framework that guides development on site.
<u>Submission 4</u> I am the owner of the adjacent property 12 Silas St and the East Fremantle Medical Centre building and car park. In response to the above development application, I make the following points for your consideration. 1. Council is in receipt of correspondence from me since 2020 voicing my concerns regarding the future development of Lot 350. I am happy to provide copies for anyone on request. 2. Council is also in receipt of correspondence outlining my objections to the over development of lot 350 in 2023. That proposed development was subsequently narrowly approved whereby some council members were required to relax the codes and exercise discretionary authority. The land was then offered for sale with the planning permission.	Design changes incorporated into the plans and consultant planner to respond at the council meeting	<ol style="list-style-type: none"> 1. The proposed development is being assessed in accordance with the requirements of the Planning and Development Act and associated regulations. All submissions should relate to the current development application. 2. The current development application is different to the previously approved development. 3. The owners of the land have a right to develop the land. Previous land uses on the land or the actions of previous owners or lessees are unrelated to this development application. 4. The development application will be assessed in accordance with the local planning framework including the TCRG.

Attachment -3

<p>3. Development of Lot 350 may be inevitable and my decision not to buy it is related to the premium price attached for land I would not be willing to build on. I had previously leased for many years this block of land from The Department of Main Roads. The purpose was for medical centre parking and in addition I had planted a beautiful native garden.</p> <p>4. I am aware of new Town Centre Guidelines for East Fremantle and how they can now take precedence.</p> <p>5. My number one concern is that the length, height, and scale of the current proposed building massively and negatively affect the amenity of the Medical Centre, its occupants, and the local community. Upper and lower clinician consulting rooms will have no light or vegetation at their windows and the upper balconies will face a concrete wall.</p> <p>Interestingly, natural light in consulting rooms not only aide's patient diagnosis by doctors but also improves the mental health of the room occupants. Doctor, staff, and patient welfare was front and central to the architectural brief when I built the additions to the medical centre. The balconies were a part of this.</p> <p>I suggest the building is reduced in length and scale to sit neatly alongside the adjacent front and previously heritage listed building of East Fremantle Medical Centre next door. This is in close accordance with the original building envelope proposed on lot 350 by the Department of Main Roads. Whilst light, vegetation and amenity would still be a small issue, it would be an acceptable compromise.</p> <p>6. The current plans mean that there is a loss of the amenity of a pathway for disabled patient access at the rear. Again, reducing the length and internal scale of the proposed building would be an option to retain this facility. It would be a gesture of goodwill for disability.</p> <p>7. The above suggestion for a reduced building length and scale would also allow for retention of the Port Jackson Fig and its unique saprophytic relationship with the shade canopy of the Brazilian Pepper Tree. In contrast with the Horticulturist letter submitted with the application above, the tree is unique and healthy, has been regularly professionally pruned with no sign of a shortened life expectancy. The letter says removal of two trees but then in fact suggests removal of three, describing two as environmental weeds. I also acknowledge the council's Green Policy in protecting the canopy provided by existing trees and native garden planting to encourage a healthy ecosystem.</p> <p>8. Previous discussions with the Mayor and Councillors who represented The Town of East Fremantle centred on a desire for any development on the corner to be a gateway building to the town Centre. The beautiful architectural design of the East Fremantle Medical Centre has been that for many years. The sensitivity of development of other sites in</p>	<p>5. The southern boundary of the medical centre is a side boundary and as such development can build up to the boundary in accordance with the requirements of the LPS 3. Decisions regarding the medical centre building are not relevant to this development application. There is no building envelope on the development site at 14 (Lot 350) Silas Street.</p> <p>6. The path that runs across 14 (Lot 350) Silas Street is not a public path. The owner can remove the path.</p> <p>7. The proposed development requires the removal of all trees on site.</p> <p>8. There are a mixed type and style of buildings in the Town Centre. The requirements for Richmond Raceway and Subi Centro are vastly different to the Town Centre and are not relevant to the development on this site.</p> <p>9. A building dilapidation report is separate from the development application and is at the discretion of the owner of the property.</p> <p>10. A construction management plan will have to be submitted with the building permit application and there would be an expectation that parking on site is managed by the builders to ensure that interruption to the surrounding area is minimised.</p> <p>11. Noted.</p>
---	--

Attachment -3

<p>the town (e.g. Richmond Raceway) has prevented building options of a pseudo heritage "Subi Centro" style ruining the true character of East Fremantle.</p> <p>9. A dilapidation report for a neighbouring property is welcomed and would need to be independent of proposed builders (Tooltim) to avoid conflict of interest. My experience with previous building work in Silas Street led to white ants migrating and becoming active in the original front house of East Fremantle Medical Centre.</p> <p>10. The short-term tradesman parking recommendations are of grave concern (as is lack of sufficient dedicated parking in the plans). Despite clear signage, clients at the Vets on May St regularly use our busy medical centre for parking and this causes immense difficulty for our patients (often with poor mobility) attending their GP.</p> <p>11. The submission incorrectly states that the proposed Builder (Tooltim) has engaged with East Fremantle Medical Centre regarding this development. I have enjoyed an excellent rapport with Sean Sicree (who coincidentally built the Medical Centre additions). He called me briefly to advise of the development application and suggested a meeting, but this has not yet occurred.</p> <p>Many thanks for reading this response to the development application which I am happy to discuss further and if necessary, liaise with all parties for a mutually acceptable outcome.</p>		
<p><u>Submission 5</u></p> <p>SUBMISSION REGARDING DEVELOPMENT APPLICATION CTP104/25:</p> <p>"14 SILAS STREET – MIXED USE MULTIPLE DEVELOPMENT"</p> <p>Thank you for the opportunity to provide public comment on the above development application. I write on behalf of Dr Hilary Fine, long-term owner of the East Fremantle Medical Center located adjacent to the subject site at No.12 (Lot 111) Silas Street, East Fremantle and within the subject Town Centre Redevelopment Area.</p> <p><u>Generally</u></p> <p>It is acknowledged at the outset that the subject site is presently a privately owned freehold lot and therefore nominally open to development subject to all relevant statutory planning controls. The site is nevertheless highly unusual given its small size, irregular plan form and location in close proximity to both the streetcorner and neighbouring Medical Center development. This results from it comprising a former remnant land portion following the insertion of St. Peter's Road, set out in a diagonal relationship to former constituent and surrounding rectilinear sites.</p> <p>This land had for long existed as a visually effective and de-facto part of the street verge, owned by the State Government, leased to the neighbouring Medical Center for minor parking</p>	<p>Design changes incorporated into the plans and consultant planner to respond at the council meeting</p>	<p>Although the site of the proposed development is small, irregular and near the roundabout and the neighbouring medical centre it is a legitimately created lot and there are certain rights related to development of the site.</p> <p>The Town is required to assess the proposed development irrespective of previous approvals on neighbouring sites. Over time streetscapes do change and they are not fixed forever, irrespective of their location.</p> <p>Both the TCRG and the R Codes Vol 2 have been utilised to assess the proposed development.</p> <p>The TCRG has a maximum height of three storeys. In accordance with the R Codes Vol 2 the maximum height of a three storey development is 12 metres, and, in this case, the maximum height of the development is as follows;</p> <ul style="list-style-type: none"> • 9.88m to top of main wall • 11.169m to top of patio (not defined as a storey) • 11.222m to top of stair enclosure (not defined as a storey). <p>The medical centre is no longer a corner site with the creation of the subject site on the corner.</p> <p>The proposed development was defined as a mixed use apartment with an office space on the ground floor and three residential</p>

Attachment -3

<p>and landscaping purposes, and wholly open to the street corner at the primary entry into the Town Centre. It has also served to allow a full appreciation of the adapted heritage dwelling and significant additions comprising the East Fremantle Medical Center, which strongly address the surrounding streetscapes. This particular approach and streetscape presentation has formed a significant and requisite part of previous development approvals for that site, and should not now be simply disregarded.</p> <p>Any development of the subject corner site must inevitably have a very significant visual and amenity impact on this otherwise 'complete' urban setting, both in terms of bulk and scale in proximity to the corner and surrounding residential precincts, and in terms of the streetscape presentation of the Medical Centre.</p> <p>Existing development and streetscape contexts are ordinarily and appropriately of considerable importance in any development application assessment, with various development controls generally provided to achieve consistency and protection of neighbour / precinct amenity. Further to the long-standing approach of the Town of East Fremantle in this regard, the relevant text of the Residential Design Codes Vol.2 provides detailed and in part binding guidance. In this particular case, where impacts are so inevitable and significant, it is expected that those considerations and protections be fully considered and applied by Council in relation to any development of this this remnant lot portion.</p> <p>The particular impacts of the subject development application are clearly at the extreme end, with the site is being sought to be developed to its maximum potential (and beyond) and having little apparent regard for its location adjacent to an existing and well-developed urban context. Conversely, it seeks to maximise its bulk, scale, floor area and consequent visual impact on the corner, taking as a basis the generic provisions of Council's Town Center Design Guidelines LPP3.1.1 (hereafter TCDGs), however without regard to the historic context of those Guidelines in relation to the Town's Local Planning Scheme No.3 (hereafter LPS3) or most particularly the applicable RD Code provisions.</p> <p>It is fully acknowledged that the Town's TCDGs, where appropriately adopted do provide some variations to minimum development standards, however in no way override the intent or applicability of the RD Codes Vol.2 in general or specifically applicable terms.</p> <p>The following comments are provided in response to the clearly significant adverse impacts of the proposal and its actual or potential non-compliance with relevant statutory guidance and controls. They are principally referenced to the relevant RD Code</p>		<p>units on the ground, first and second floor. The Frame precinct which this development is part of requires "small-scale commercial uses providing they are compatible with a residential environment". A small office is likely to have few amenity impacts on neighbouring residential properties. In this case it has an area of 16m².</p> <p>The TCRG allows for a plot ratio of 2. This development has a proposed plot ratio of 1.94 (which is less than the maximum) with a total area of 409m² for the commercial space and three residential apartments. Council previously approved the TCRG, and was revised in light of the introduction of the R Codes Vol 2.</p> <p>It is Council's prerogative to introduce planning policies that challenge existing state government regulation and attempt to address issues that face the Town Centre.</p> <p>Each development is assessed in accordance with the local planning framework that includes LPS 3, the TCRG the R Codes Vol 2.</p> <p>The medical centre is no longer a corner site but rather surrounded by sites including the approved lot at 14 Silas Street.</p> <p>Negotiation does not have to be undertaken when a design associated with a development application is submitted for assessment by the Town.</p> <p>It has always been the intent of the Town that the Town Centre density and intensity of development.</p> <p>It is noted that the neighbouring property is a commercial property and not a residential dwelling.</p> <p>Balconies and verandahs are encouraged in the TCRG and the R Codes Vol 2 to ensure outdoor living space, shelter from the weather and provide articulation and architectural interest to a building design.</p> <p>The TCRG permits a plot ratio of 2.0 for the frame of the Town Centre – proponents are permitted to build up to the maximum plot ratio. The design has a plot ratio less than the allowable plot ratio of 2 (1.94).</p> <p>At the time the medical centre was approved it was the corner site, however with the creation of the neighbouring lot the medical centre no longer located on a corner lot. The medical centre is not a residential dwelling. The occupiers of the site could change at any time depending upon the desired use of the business that occupies the site.</p> <p>The TCRG was updated following the introduction of the R Codes Vol 2 on 10 April 2024.</p> <p>An arborist report has been presented which supports the removal of the trees on site.</p>
--	--	--

Attachment -3

<p>Vol.2 provisions. All the following matters are interrelated and cumulative in terms of the physical and statutory impacts of the development proposal.</p> <p>Part 1.4 – Ten Design Principles at bullet point 3 – “Built form and scale”, states:</p> <p><i>“Good design ensures that the massing and height of development is appropriate to its setting and successfully negotiates between existing built form and the intended future character of the local area”</i></p> <p>The Part further states that... <i>“the ten design principles inform the design, review and decision making processes for all development under this policy.”</i></p> <p>The proposed development takes absolutely no account of the existing built form of the area, instead relying solely on the generic bulk and scale provisions of the TCDGs to maximise development of the subject site, with no regard for the existence, design and amenity of the northern neighbouring premises. In this regard it is wholly inconsistent with the relevant Design Principle. The principle is particularly relevant where it addresses the need to negotiate between both the existing built form (the EF Medical Center in its corner setting) and intended future character of the area (per TCDGs).</p> <p>It is requested that this need for “negotiation” be appropriately applied in Council’s decision making process regarding this application, as required by the RD Codes regardless of the base provisions of the TCDGs.</p> <p>The subject “Frame Precinct” of the TCDGs, in which the subject site is located, is density coded up to R100 under the Acceptable Development Standards of Element 2: “Land Use”. The proposed development comprises three multiple dwelling units across a site of 211m² and it is questioned whether this meets the basic R100 land area requirement or intent for that number of units (notwithstanding the scale of building envelope within which these are contained).</p> <p>It is also noted that in the context of a “Mixed-use development”, the absolutely minimal commercial portion contained on the ground floor does little to mitigate the presence of a third dwelling unit. It is not known whether a minimum % of commercial floor area is required for mixed use development in the Town of East Fremantle, as for other comparative municipalities.</p> <p>Part 2.4 – “Side and rear setbacks”, states at its Intent:</p> <p><i>“Respecting the shared boundary is fundamental to being a ‘good neighbour’. The relationship of built form to the property boundary must be carefully considered to balance the needs of new development with maintaining the amenity of adjacent sites.”</i></p> <p>The proposed development takes absolutely no consideration of the maintenance of any amenity to its only neighbouring site to the</p>		<p>The application cannot be deferred – it is required that the Council provides a resolution to either support (with or without conditions) or refuse the development application.</p> <p>The proposed development does not overshadow the northern property at 12 Silas Street and light is still able to access the site as the sun is in the north not the south.</p> <p>Even if the site did not have the commercial office, it would still be possible to build a three storey residential apartment.</p> <p>There is no minimum surface area for the commercial office under the TCRG.</p> <p>If as the submitter states, the R100 coding from the R Codes Volume 2 has a lower plot ratio it permits a greater number of storeys. Whereas the plot ratio of 2 is permissible under the TCRG and 1.3 under the R Codes a height of three storeys is permitted under the TCRG and 4 storeys under the R Codes. The development could potentially be higher under the R Codes.</p>
---	--	---

Attachment -3

<p>north (the EF Medical Center) and is therefore wholly contrary to the intent and indeed requirements of the RD Codes in this regard. The generic nil setback provisions of the TCDGs do not override the need for Council to fully apply this Code provision in its necessarily discretionary consideration of the development application. It must also be considered that the EF Medical Center was previously considered and approved by the Town, having particular regard to the provision of appropriate amenity of that development. It is requested that a more respectful design proposal be developed for the subject site, particularly having regard to side / rear setbacks that better preserve the existing amenity of the rooms to at least the rear part of the EF Medical Center.</p> <p>Element 3: "Building Form, Scale and Height" of the TCDGs provides guidance for consideration of plot ratio for the "Frame Precinct" to a maximum of 2.0 : 1.</p> <p>A cursory examination of the on-line plans would indicate that the proposed development fully covers the site at both the first and second levels and approximately half the site at the ground floor level. Notwithstanding the exclusions provided under the RD Code definitions for calculating floor area for plot ratio purposes, the proposed development would appear to significantly exceed this maximum plot ratio requirement, exacerbating resultant adverse amenity impacts that flow from this.</p> <p>Note also that the visual impact and bulk and scale of the building will be further exacerbated by the inclusion of significant perimeter balconies / verandahs, notwithstanding their being technically excluded for calculation purposes.</p> <p>It should also be noted that the TCDGs are fundamentally inconsistent with the RD Codes Vol.2 with regard to plot ratio in an R100 coded area. The newly developed RD Codes Vol.2 at Table 2.1 provides for a maximum plot ratio in R100 areas of 1.3:1, considerably less than the 2.0:1 provided in the somewhat dated and generic TCDGs. The appropriateness of the 2.0:1 plot ratio being considered (still requiring the discretionary support of Council in any planning determination) is therefore questioned, particularly given the contemporary relevance and well considered content of the RD Codes relative over the dated and generic TCDGs.</p> <p>A revised design proposal that better addresses an appropriate plot ratio, also having regard to all the amenity impacts that flow to the surrounding premises and streetscape as a result of this basic development control would seem a reasonable and achievable approach for Council and the applicant to take.</p> <p>Part 3.1 – "Site analysis and design response", notes at its Intent:</p>		
---	--	--

Attachment -3

<p><i>“...In areas undergoing change (as in this case) the design response must respond to the planned future character of the locality, while mitigating impacts on existing residents and development.”</i></p> <p>Clearly the proposed development makes no such response, simply seeking to apply the base bulk and scale provisions of the TCDGs as though to a green-field type site, with an underlying assumption that all sites in the Town Center must ultimately be developed to full height and boundary to boundary. This is both wrong, wholly unfair in the context of existing substantive and high quality development, and inconsistent with the RD Code Intent.</p> <p>A revised design that takes better account of this fundamental consideration is requested.</p> <p>Part 3.2 – “Orientation” at its Intent states:</p> <p><i>“...Design response should demonstrate how building orientation seeks to balance and optimize the following considerations: ...- Avoid significant loss of amenity for neighbouring properties”.</i></p> <p>Clearly the proposed building arrangement, spread right across the site pays no heed to the very significant loss of amenity caused to its neighbouring property as a result. A revised design that better considers this arrangement is requested.</p> <p>Part 3.3 – “Tree canopy and deep soil areas”, states at its Intent:</p> <p><i>“...The planning of a development should make all reasonable efforts to retain appropriate existing trees within the site and have no significant impact on trees on land adjoining the property.”</i></p> <p>The proposed development, spread right across its site makes absolutely no effort to retain existing significant trees that have for decades provided a high level of visual and pedestrian amenity to the prominent corner site. The arbor report attached to the application is cursory and unhelpful, failing to note this historic amenity. Moreover, the presence of the trees over decades without adverse impact on the neighbouring EF Medical Center clearly demonstrates its incorrect assumptions.</p> <p>While it is acknowledged that reasonable development of the site will likely involve removal of the western pepper tree (more appropriately considered invasive though nevertheless very attractive when maintained and providing substantial shade to passers-by), retention of the highly attractive and visually striking hybrid Port Jackson Fig to the eastern tail of the site is highly desirable in the public domain. This tree also provides substantial amenity to the EF Medical Center rooms.</p> <p>Where the proposed development fails to meet either the Acceptable Outcomes or Element Objectives in this regard, a revised design proposal that retains this tree as part of an</p>		
---	--	--

Attachment -3

<p>open space to the eastern end of the site is therefore requested.</p> <p>Part 4.1 – “Solar and daylight access”, at its Intent states;</p> <p><i>“Development must be sited and designed to optimize solar and daylight access for dwellings and open space considering climatic conditions, both within the development and for adjoining properties and adjoining properties and urban spaces.”</i></p> <p>The design of the proposed development takes absolutely no account of access to daylight to the neighbouring EF Medical Center.</p> <p>Conversely, this daylight access will be obliterated to a large portion of the Center through the proposal to extend the development right along its northern boundary at the full building height. A revised design that appropriately and effectively addresses this inherent obligation to design in a manner that maintains natural light to neighbours is requested.</p> <p>Part 4.3 – “Size and layout of dwellings”:</p> <p>The proposed development contains bedrooms below the minimum internal dimension of 3.0m required by Table 4.3b. of the RD Codes Vol.2. This is particularly relevant with regard to the bedrooms in the eastern ‘tail’ portion of the dwellings, which part of the building has the most adverse impact on its site and neighbouring premises.</p> <p>Cl. A4.3.3.3 further requires the dwellings to have a minimum ceiling height of 2.7m, where only 2.4m is provided to all three levels of the multiple dwelling development. This is necessitated by the limits on overall building height imposed by the TCDGs and is indicative of the general overdevelopment of the site. A wholistic approach to revised design incorporating these requirements in conjunction with all the other amenity matters raised in this submission is requested.</p> <p>Part 4.4 – “Private open space and balconies”:</p> <p>The proposed development contains private open space to the two upper level dwellings via balconies cantilevered into the public airspace above the verge. This approach consequently allows the building proper to extend over the whole of its site, maximizing the development however at the significant cost of amenity to its northern neighbour through maximized walls built right up to the boundary.</p> <p>This is clearly unfair and exploitative where provision of open space could otherwise serve to reduce such adverse impacts and overall building bulk and scale.</p> <p>It should be noted that the balconies are also significantly below the minimum dimensions required by Table 4.4 (2.4m) and therefore non-compliant. The roof deck is not a private open space per RD Code definitions, being both communal and not directly connected to living areas. Additionally, the ground level unit fails to have any dedicated private open space as required by Table 4.4.</p>		
--	--	--

Attachment -3

<p>In light of the above a revised design proposal is requested that might also consider the broader amenity impacts of the proposal, most particularly with open space to the eastern tail of the site.</p> <p><u>Conclusion</u></p> <p>The difficulties in developing this site in a compliant, respectful and viable manner are essentially inherent due to its unique size, form and location within an already substantially complete urban setting. These practical and statutory difficulties cannot be simply overlooked in considering proposed development of the site, nor significant adverse impacts be expected to be borne by adjacent premises or the locality generally as a consequence. The generic nature of the TCDGs must be viewed in the greater statutory planning context of the Local Planning Scheme and RD Codes, and with due regard to the specific urban context of the subject site and its surrounds.</p> <p>The proposed development is clearly intended to maximise the development potential of the site, with a building of maximised height spread over the entire site and further exploiting the opportunity to extend into the airspace over the adjacent public verge. The generic provisions regarding setbacks and plot ratio contained in the TCDGs are used as a basis to justify this design and development approach, however fails to take account of the raft of qualitative requirements outlined in the relevant statutory documents, particularly the RD Codes Vol.2 and the Town of East Fremantle's LPS3.</p> <p>Most particularly, the proposal substantially tramples the amenity of its neighbouring premises, the EF Medical Center, taking no account of the existing building fabric and highly developed and amenable streetscape of this important entry point to the town center. Consideration and determination of the proposed development necessarily requires Council to take account of these amenity impacts and areas of non-compliance in exercising its discretion to approve development of the subject site. It is respectfully requested that the application be deferred to allow the applicant to consider a revised design approach that achieves both greater compliance and a more respectful approach to the neighbouring premises.</p> <p>It is suggested that the applicant give consideration to a minorly reduced scale of development primarily to the rear eastern tail portion of the site that can allow for some level of access to daylight and outlook for the EF Medical center, at least at the upper level and also the retention of the significant mature tree in this location. A relatively large multiple dwelling development of substantially the same design intent as presently proposed can still be achieved in this manner, at the same time achieving the good-neighbourliness</p>		
---	--	--

Attachment -3

<p>required by the RD Codes and long fostered as best practice by the Town of East Fremantle. We trust this information will assist your further consideration of the proposed development application. These comments are provided in good faith and intended to assist the enhancement and reasonable future development of the Town Centre. We recognize the desirability and requirement for consolidated and coordinated future development of the area, however within a context of continuing to protect the amenity of existing occupants and premises and acknowledging the reality of an extant urban form developed over time in compliance with Council planning controls.</p> <p>We look forward to Council's constructive response to this submission and its further assessment and consideration of the application. We are also very happy to meet with Council (Elected Members &/or staff) and / or the applicants to discuss our concerns and a mutually acceptable way forward.</p> <p>Please feel free to contact me on tel. 0405 738 881 or by email at iwkahp@iinet.net.au should you have any queries or wish to discuss our concerns directly.</p>		
<p><u>Submission 6</u></p> <p>PROPOSED DEVELOPMENT APPLICATION - (YOUR REF: CTP104/25) PREMISES: 14 SILAS STREET, EAST FREMANTLE WA</p> <p>I am in-house legal counsel for Sonic Clinical Services corporate group which includes IPN Medical Centres Pty Ltd ("IPN"), the tenant operating a medical centre at 12 Silas Street, East Fremantle ("IPN Premises").</p> <p>I refer to the proposal to construct a three storey mixed use building and underground parking ("Proposed Building") at the property known as 14 Silas Street, East Fremantle ("Subject Property").</p> <p>IPN objects to the proposal to construct the Proposed Building.</p> <p>1. Scale of the Proposed Building</p> <p>(a) Our IPN Premises, whose front façade appears as only a single storey building, will be completely dwarfed from both sides with an existing two storey building on one side and a three storey building (the Proposed Building) on the other. Our medical centre will lose its exposure to passing traffic due to its much smaller size and greater setback from the street compared to the existing two storey building and Proposed Building.</p> <p>(b) The Proposed Building to be constructed is disproportionate and too large compared to the size of the lot which is quite small. It is also inconsistent with the density of buildings already existing on this street. There is limited benefit to the community of building a small mixed use building such as the one proposed, and as there is other vacant land in the general vicinity of the Subject Property (across the other side of the roundabout), it does not seem either necessary nor reasonable to build a</p>	<p>Design changes incorporated into the plans and planner to respond at the council meeting</p> <p>There is no underground parking. (Written for previous submission).</p> <p>The lot is zoned Town Centre and is expressly intended for higher-density multi residential mixed-use development</p> <p>Medical centre is located to the north of the site. There is zero overshadowing.</p> <p>Of the current trees, one is a weed and was approved for removal by the previous DA due to its location, and the other has a limited life based on an arborist assessment. We are planting 2x mature native trees to replace the trees we are removing. With the additional light shrubbery wrapping the building on the verge there will be more vegetation than currently on site. Refer to our sheet for the arborist update report.</p> <p>The proposed setback and built form comply with Town Centre planning controls and do not encroach into sight-line or road-safety envelopes</p> <p>The proposal does not alter, encroach upon, or reduce the width of the existing pedestrian footpath</p> <p>There are no proposed hanging vegetation. (Written for previous submission)</p> <p>The building design and construction methodology has been specifically developed to minimise disruption and maintain pedestrian safety at all times.</p> <p>Construction impacts are temporary and</p>	<p>There is no underground parking proposed. A three storey building is permitted in accordance with the TCRG.</p> <p>It is recognised that the lot is constrained and variations to the LPS 3, TCRG and the R Codes Vol 2 can be considered as part of a development application.</p> <p>The Town has planned to increase the density of the Town Centre and promote the construction of mixed use apartments within the zone to increase both the population of the Town and improve business activity and vitality. This is not a new stance and is encouraged through State government policy and sound urban planning theory. The proposed development is similar to multiple sites within the Town Centre including properties along May Street, Silas Street and St Peters Road.</p> <p>Exposure of the building to the street front can never be guaranteed where a property is bound on three sides by other developable lots.</p> <p>The proposed building is located to the south of the neighbouring medical centre so will not overshadow the building as the sun is located in the northern sky.</p> <p>It is noted that although there are balconies and windows facing the proposed development it is always problematic locating these features along a boundary where owners can propose walls being built up to the boundary on the neighbouring site. There is no guarantee of views across a privately owned site where multistorey development can be undertaken on a legally created lot in</p>

Attachment -3

<p>building of this size and scale on such a small lot in a location that is overlooking a busy roundabout and intersection. People come from afar to East Fremantle to enjoy the greenery and spaciousness of the town centre, not to see another high density central business district.</p> <p>2. Overshadowing</p> <p>The two storey building located at 10 Silas Street, East Fremantle (directly adjacent to the IPN Premises) already significantly overshadows the medical centre located at the IPN Premises.</p> <p>IPN's medical clinic currently enjoys a reasonable amount of natural light during business hours. If the Proposed Building is constructed during business hours IPN is not likely to have much, if any, sunlight, or natural light. Our medical centre will be almost wholly dependent on artificial lighting. This will be detrimental to the health of our doctors, nurses, and staff, who must work long hours without natural light as well as increase IPN's energy consumption and costs. Also, a fair number of patients with mental health issues who are affected by visiting places without much natural lighting may avoid attending our clinic at the IPN Premises or have their issues exacerbated each occasion they attend our clinic. General amenity of the IPN Premises is lost by the Proposed Building.</p> <p>3. Reduced tree coverage and greenery</p> <p>There is a native garden and several large mature trees on the Subject Property of which the whole of the native garden and at least one large old tree will need to be removed to enable the Proposed Building to be constructed. This tree is slow-growing, graceful, its berries are attractive to native birds and an ideal shade tree that does well in the climate of East Fremantle. Our patients and staff currently enjoy the view, shade, greenery, and birds that visit the tree canopies and native garden. As urban heat islands grow across Australia, particularly of concern in the dry arid climate of Western Australia, increasing tree coverage is of particular importance.</p> <p>Approving the proposed development would be inconsistent with council tree management guidelines which have been updated to take into account environmental concerns, particularly global warming. The proposed light vegetation to be grown on the Proposed Building will not annul the negative environmental effects of removing the existing large mature tree(s) and native garden shrubbery.</p> <p>4. Overlooking/loss of privacy.</p> <p>There is a balcony upstairs in the IPN Premises where there are four consulting rooms used by our doctors, staff, and patients. Due to size constraints of the Subject Property, one wall of the Proposed Building will be too close to the balcony space blocking the currently enjoyable</p>	<p>will be managed through an approved Construction Management Plan. The use of the subject land for medical centre parking was a private, temporary arrangement and does not confer any ongoing planning right or obligation on the land or its future development. The parking on the site has been blocked by bollards and not used since at least November 2024.</p> <p>(Written for previous submission which was contemporary conc/steel and glass) The building has been specifically designed to better blend into the East Fremantle style than the previous submission, with various heritage style elements (bullnose balcony roof, ornate balcony brackets).</p>	<p>accordance with the local planning framework.</p> <p>Working conditions within the medical centre and the health of patients is not a matter for this development application. An arborist report has been prepared to justify the removal of the existing trees on the subject site. A landscaping plan will be included as a condition to demonstrate future planting. The Town currently has no local planning policy in relation to trees on private properties. The western most tree is a weed, and the two intertwined easternmost trees are a weed and a tree that has been affected by pruning that limits its life expectancy. Two native trees are to be planted on the eastern most corner of the site as well as other planting along the area between the footpath and the building.</p> <p>Three dwelling units will be constructed in the building on a smaller lot than the average lot size in the outer suburbs of Perth. Land is being used more efficiently and will result in less environmental destruction compared to three dwellings being built on three lots in a typical low-density suburb.</p> <p>Visual privacy is not considered to be an issue in relation to the proposed development. There is no planning right to visual privacy for a commercial property from a residential development, and residential outdoor living areas may overlook commercial windows without constituting a visual privacy conflict.</p> <p>Visibility of drivers as they drive through the roundabout is not impacted. The footpath is not impacted by the development and will still be accessible to pedestrians.</p> <p>There is no overhanging vegetation proposed for this development. Visibility of drivers or pedestrians is not impacted by vegetation on site.</p> <p>The building methodology adopted will minimise disruption and maintain pedestrian and vehicle safety. A construction management plan will be required to be submitted. It is recognised that there will be some inconvenience from construction, but this is an inevitable part of the development process and is only temporary.</p> <p>The balconies and verandah roof encroach into the footpath area below – an application can be submitted for this to the Town and has been utilised at other sites across the Town.</p> <p>Noise is subject to the Environmental Protection (Noise) Regulations 1997 (as amended). Building noise is permitted Monday to Saturday 7am to 7pm.</p> <p>The viability of the medical centre is not a matter for this development application.</p>
--	--	---

Attachment -3

<p>view of the outside tree canopy and street and replacing this view with a solid brick wall.</p> <p>5. Pedestrian safety:</p> <p>The Proposed Building is too crowded on the lot and whilst the artist's impression included in the plans accompanying the proposed development shows there will still be a footpath, we draw your attention to the following problems:</p> <p>(a) There would be decreased visibility of pedestrians from motor vehicles using the roundabout and busy four-way intersection due to the location of the Proposed Building having insufficient setback from the roundabout. This affects the line of sight of pedestrians using the footpath adjacent to the roundabout and pedestrian crossing in front of the Proposed Building. The chance of an accident occurring is increased because both the medical centre and Proposed Building will have higher foot traffic (patients and customers) needing to use the footpath compared to say, in front of 9 Silas Street – in other words, it is not a footpath that will seldom be used. At present there are no visibility problems experienced by traffic turning onto Silas Street because there is no building close to the roundabout and the native garden shrubbery is low with no effect on the line of sight of passing motorists.</p> <p>(b) It is reasonably foreseeable that the Proposed Building will encroach upon the pedestrian footpath facilities such that a footpath of sufficient width will no longer be available after the proposed immense 3-storey building has been constructed. A pedestrian footpath access that is too narrow would be dangerous given there is a four-way intersection and roundabout at this intersection. Further, the pedestrian footpath should be made wider than a usual footpath, given the Proposed Building will have limited setback from the roundabout.</p> <p>(c) The proposed hanging vegetation to be grown on the Proposed Building will also reduce visibility of pedestrians from motor vehicles using the roundabout and intersection.</p> <p>(d) During the period of construction of the Proposed Building, there will be either no or limited parking available for trucks, heavy vehicles and equipment required for excavation and construction of the Proposed Building. Safety of our patients, staff and doctors who need to use the pedestrian crossing or footpath will be compromised, made all the worse by the location of the Proposed Building being so close to the roundabout and intersection.</p> <p>6. Noise and disruption</p> <p>(a) The noise emanating from construction of the Proposed Building, including but not limited to demolition works, earthworks, drilling, hammering, and concrete-breaking will affect the operations of our medical centre and potentially the viability of our business for the</p>		<p>The owner of the subject property is entitled to use and develop in accordance with the local planning framework. This is no different to the owners of surrounding properties. It is a matter for the owners alone to decide how to use the land subject to local government approval and within the constraints of the local planning framework.</p> <p>The use of the parking bays currently on site was a temporary, private agreement between the previous landowners and the owners of the medical centre and the parking has been blocked by bollards in more recent times and not used since. There is no obligation on the current landowner to rent the land for car parking to the neighbouring property.</p> <p>Development can be proposed where there is a deficit of parking, and it is a matter for consideration by the Town. Based on the R Codes Vol 2 there is sufficient parking for the residential units and only a deficit of one bay for an office less than 200m² in accordance with the WA Planning Manual Non-Residential Car Parking Rates in Perth and Peel. A small office has far lower parking requirements than a medical centre.</p> <p>Parking for heavy vehicles related to the construction of the proposed building will be managed through the construction management plan.</p> <p>The style of the building proposed on site is considered supportable by the Town – it has been designed to include heritage style elements that blend into East Fremantle architecture. The density is in accordance with the TCRG.</p> <p>Employment of doctors in regional areas has no relevance to this development application.</p> <p>As with any property in East Fremantle the owner may use and develop the site in accordance with the local planning framework. This is no different to the owners and operators of surrounding commercial properties including the medical centre – anyone who owns or occupies land and the buildings derive benefits from the development and operation of the site they are located on.</p>
---	--	--

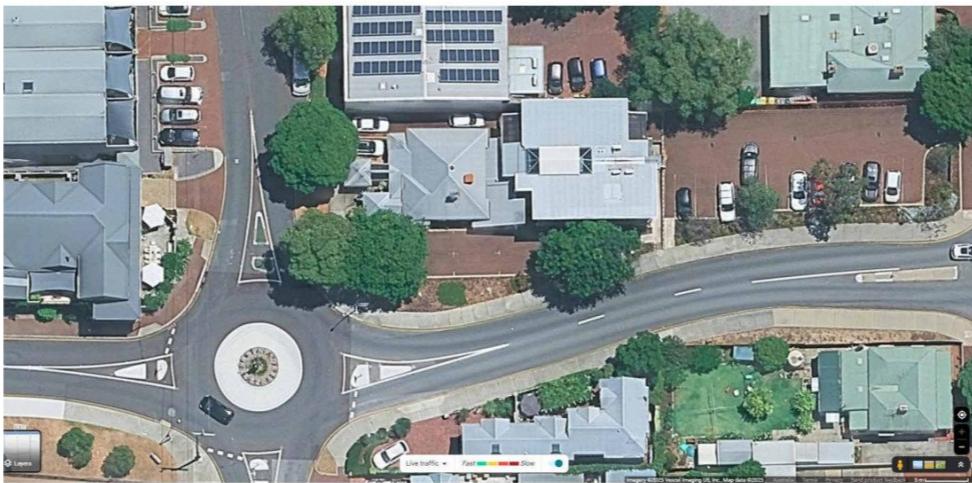
Attachment -3

<p>period of the construction. Our doctors cannot see patients when it is too noisy and have been known to refuse working at these times, or alternatively patients have left/avoided the medical practice during periods of construction reducing income for our doctors and medical centre. It is already quite difficult procuring doctors to service our medical practices in regional areas without the added pressure on IPN of retaining doctors who want to leave because of noisy construction next door.</p> <p>(b) There is always a disruption to essential services (water, electricity, and internet cable connections) used by neighbouring properties during construction works of the kind proposed. The limited benefit to the community of construction of the Proposed Building is far outweighed by the temporary and permanent disruptions to the local community, adjacent neighbouring properties and the IPN medical centre.</p> <p>7. Limited on-street parking</p> <p>(a) IPN is currently using the Subject Property for car parking for elderly, sick or disabled patients and was advised when the medical centre was built that this property could be used for its current amenities. IPN would have reconsidered its investment in this location had it known that a building of the size and scale as the Proposed Building would eventually be constructed on the Subject Property removing IPN's use of the additional car parking spaces.</p> <p>(b) There is currently limited on-street parking, so the reduction in car parking spaces is not a minor issue particularly when there is limited parking in the general vicinity of the IPN Premises. Patients who are elderly, sick or disabled will have additional competition from the occupants, customers, and visitors of the Proposed Building.</p> <p>(c) Further, there will be either no or limited parking available for trucks, heavy vehicles and equipment required for excavation and construction of the Proposed Building. During the period of construction of the Proposed Building, IPN's staff patients and doctors will have difficulties finding car parking spaces when there is already limited car parking available.</p> <p>8. Streetscape</p> <p>East Fremantle is known for its many heritage homes, gardens, and streetscapes iconic to the area. Approval of the proposal to construct the Proposed Building is inconsistent with Council's planning policies for the overall appearance of the suburb and level of building density usually applicable in the area.</p> <p>We ask that Council refuse consent to the proposal to construct the Proposed Building. The facilities that are to be provided by this new building are limited yet will cause considerable temporary and long-term disruption to the community and our medical centre at a time when many regional areas, including East Fremantle are facing doctor</p>		
--	--	--

Attachment -3

shortages and community access to general medical care. The party with most to benefit from the development is the owner of the Subject Property and long after the profits from the proposed development have been spent, the negative impacts of the construction of the Proposed Building will still be felt by our medical centre, its doctors staff and patients as well as other adjacent properties and local community.		
---	--	--

Sheet List				
Sheet Number	Sheet Name	Current Revision	Current Revision Description	Current Revision Date
A0.00	Cover	B	DA updates	19/12/25
A0.02	Feature Survey & Deposited Plan	B	DA updates	19/12/25
A0.03	Demolition Plan	B	DA updates	19/12/25
A0.04	BYD Services	A	This site's services circled	19/12/25
A0.05	BYD Services	A	This site's services circled	19/12/25
A0.06	Finishes Schedule	B	DA updates	19/12/25
A0.07	Building Methodology	B	DA updates	19/12/25
A1.01	Site Plan	B	DA updates	19/12/25
A1.02	Floor Plans - Ground, Lvl 1	B	DA updates	19/12/25
A1.03	Floor Plan - Lvl 2, Roof Deck	B	DA updates	19/12/25
A1.04	Overshadowing Plan		DA updates	19/12/25
A2.01	Elevations - W, SW, S, E	B	DA updates	19/12/25
A2.02	Elevations - N	B	DA updates	19/12/25
A3.01	Sections	B	DA updates	19/12/25



Revision	Description	Date
A	DA Updates	10/12/25
B	DA updates	19/12/25

Sheet Name
Cover: A0.00
Scale: at A1 Print Date 19/12/2025 4:10:21 PM

Project Number Project Name
369 **Slas Street Mixed-Use**

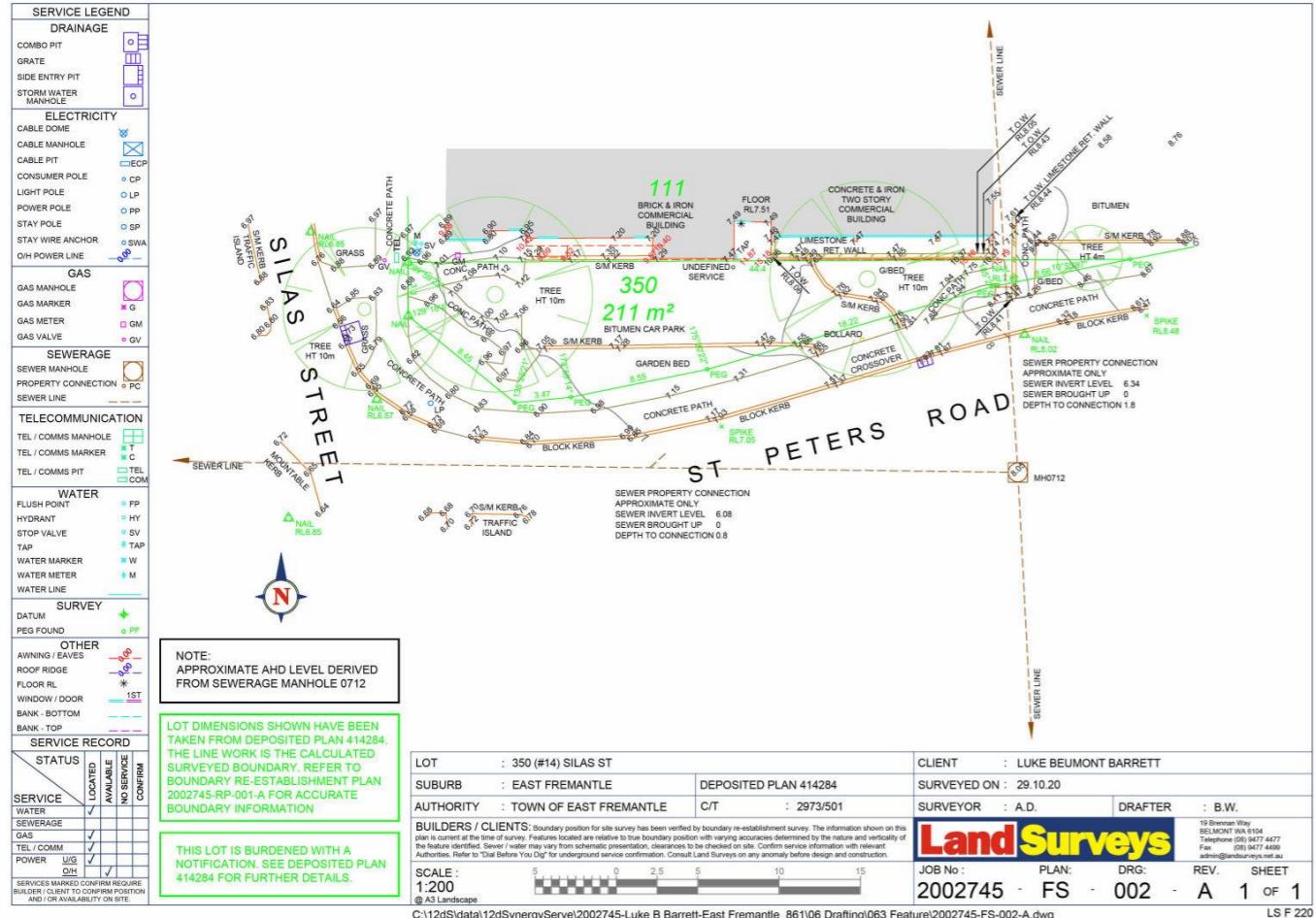
DA

LAWRENCE ASSOCIATES

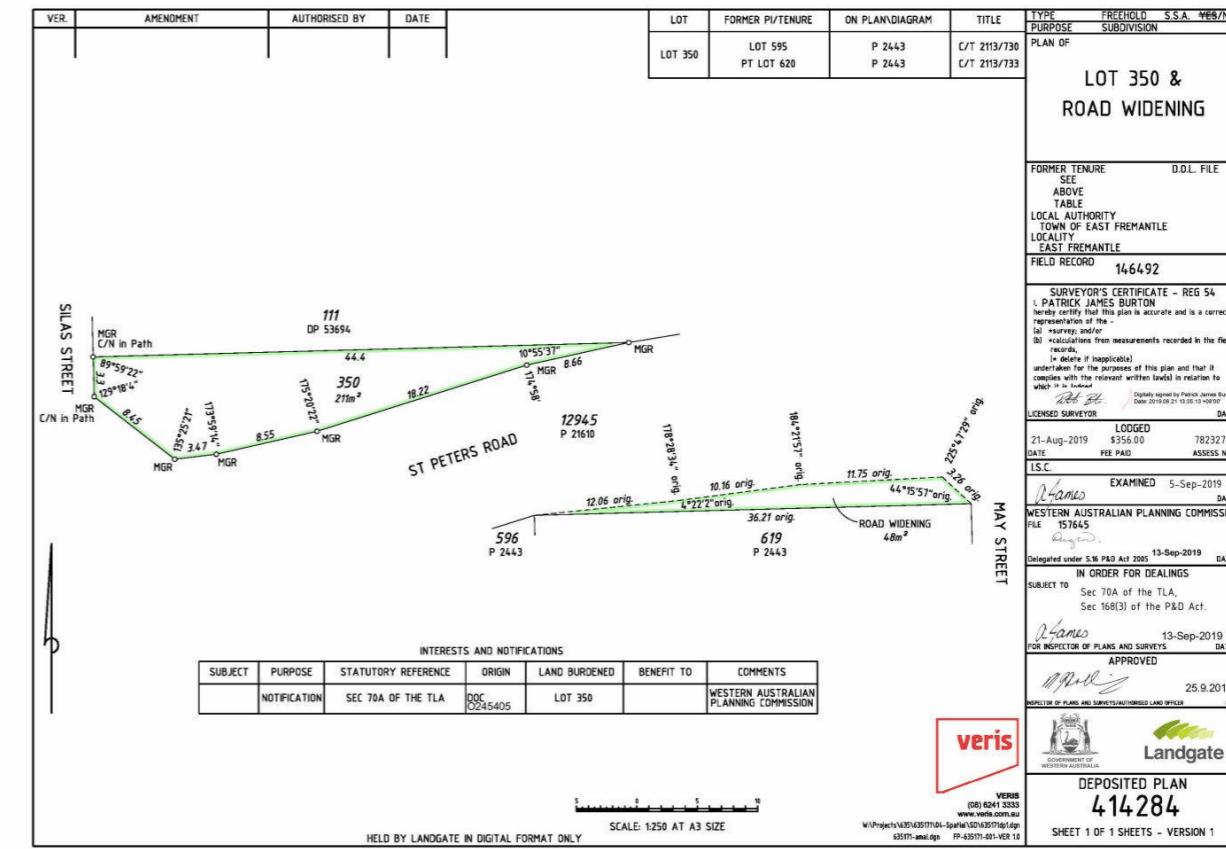
Lawrence Associates Pty Ltd ABN: 30 721 846 083 ACN: 009 366 563

Drawings produced in Autodesk Revit. Noted dimensions shall be taken in preference to scaling. Do not scale or dimension by hand. Verify all dimensions on site prior to construction or quote. Upon receipt of updated plans, discard previous versions.

The intellectual manifestation of this drawing and is Revit file generated origin is subject to Global copyright. Its use is subject to the approval of its



LANDGATE COPY OF ORIGINAL NOT TO SCALE 18/12/2024 08:58 AM Request number: 67578103
www.landgate.wa.gov.au



Revision	Description	Date

Sheet Name Feature Survey & Deposited Plan: A0.02	Project Number 369	Project Name Silas Street Mixed-Use
Scale: 1:200	Print Date 19/12/2025 4:10:21 PM	
2 0 2 4 6 8 10		



Address Lawrence Associates Lot 350 - 14 Silas Street, East Fremantle, WA 6158	DA
--	----

DA

**LAWRENCE
ASSOCIATES**

Lawrence Associates Pty Ltd ABN: 30 721 866 083 ACN: 009 366 583
Architectural Registration: WA 2597
Vic: 600109 NSW: 11140
(+61) 0404 864 146 contact@lapl.com.au www.lapl.com.au

Drawings produced in Autodesk Revit. Noted dimensions shall be taken in preference to scaling. Do not scale or dimension by hand. Verify dimensions on site before proceeding to construction or quote quote. Upon receipt of updated plans, discard previous versions.
The intellectual manifestation of this drawing and its Revit file generated origin is subject to Global copyright laws. It is the property of the owner and author, under license for use in the conduct of their business products specific to a single project or location. Reproduction, either in full or in part, for any other purpose without the written approval of the owner and author is illegal and subject to prosecution.

1 Demolition Plan 1 : 75

2 Aborist Letter 1 : 1

GENUS CLASSIC TREE SERVICES

10/09/2025

Lawrence Associates
The Studio Rear 16 Florence Road
Nedlands WA 6009
Managing Director
Garry Lawrence

Re: Tree at 14 Silas Street East Fremantle.

Garry,

As per our discussion on the phone I visited site this morning to have a look at the tree(s) in question and have reviewed the brief folder attached to this link:
<https://www.dropbox.com/scl/fb/47r2nke24kv6uppy3esn/Akw1HFc4vnL50c6p1VY?rikey=h44y70teky34fzr5qdlyh2n&dl=0>

We note the folder includes:

- Photos
 - 250729_1_Aerial
 - 250729_2_Street View
 - 250729_3_CloseupEast
 - 250729_4_CloseupWest
 - 250729_5_CloseupTwoTrees
- Dwg.
 - 369_Silas Street House_250910_dwg set. – includes Feature Survey.
- Original Letter of Approval 14 Silas Street - 21.11.2023

The report references three trees numbered Tree 1, Tree 2 & Tree 3 shown on the Demolition Plan on sheet A0.03. Attached below. Trees numbered 1 & 2 on the eastern part of the site are intertwined, and have developed functionally as a single tree for management purposes. Tree number 3 is located at the western end of the site and is marked for removal on the original plans.

CLASSIC TREE SERVICES
98 Beringarra Ave, MELAGA WA 6090
T. (08) 9209 1455 M. 0410582778
E. robinson@classicservices.com.au
www.classictrees.com.au
Arbor West Pty Ltd
ABN. 33 070 245 975

NOTES

- Existing structures and vegetation to be fully demolished and removed.
- Site to be cleared of all debris, vegetation, and loose material.
- Final surface to be left clean, level, and suitable for future construction works.

EXISTING TREES IDENTIFIED FOR REMOVAL (REFER ARBORIST LETTER)

Tree 1 - Brazilian Pepper (*Schinus terebinthifolius*)

- Extremely poor condition, previous pruning work has left it as a totem.
- Tree 2 is a *Ficus rubiginosa*. Its main stem is developing intertwined with the first tree. This tree presents good vitality, displaying a full, dense canopy, composed of high-quality foliage. Pruning works to clear the balcony have resulted in a strongly asymmetrical canopy, leaving stub cuts, these are not in line with AS4373-2007: Pruning of Amenity Trees. This may result in rapid development of poorly attached epicormic growth. Due to the way Tree 2 has developed, it appears Tree 1 is providing some level of support, without this, stability may be reduced and structural integrity cannot be guaranteed.
- If Tree 1 is removed it is unlikely that Tree 2 remains viable. Tree 2 will require significant ongoing pruning to maintain clearance from the adjacent building. Removal of these trees and re-planting good quality nursery stock with sufficient aftercare will improve viable long term canopy cover.
- Following review of the supplied plans; it is recommended that only two semi-mature trees are planted given the available space to prevent future developmental issues. Savings from the purchase of the additional trees can be better used to provide post planting care including watering and formative pruning to improve chance of survival and long term viability. This is a priority on this site due to the limited available space and soil volume.
- Tree 3 is a *Schinus terebinthifolius* and was not reviewed during the site visit, as its removal was marked in the originally approved development application, as such it was not assessed. *Schinus terebinthifolius* is a declared weed species in Western Australia (Hussey, Keighery, Dodd, Lloyd, & Cousins, 2007) The Tree will be removed for this development due to its location.

3 Access Path 1 : 500

NOTES

- The existing informal pedestrian path and step across the site is to be removed.
- The path does not form part of any public right-of-way or approved access arrangement and is located entirely within private property.
- Removal is proposed to eliminate unauthorised public access and associated safety and liability risks to the owner.

NOTES

- Existing structures and vegetation to be fully demolished and removed.
- Site to be cleared of all debris, vegetation, and loose material.
- Final surface to be left clean, level, and suitable for future construction works.

EXISTING TREES IDENTIFIED FOR REMOVAL (REFER ABORIST LETTER)

Tree 1 - Brazilian Pepper (*Schinus terebinthifolius*)

- Extremely poor condition, previous pruning work has left it as a totem.
- Tree 2 is a *Ficus rubiginosa*. Its main stem is developing intertwined with the first tree. This tree presents good vitality, displaying a full, dense canopy, composed of high-quality foliage. Pruning works to clear the balcony have resulted in a strongly asymmetrical canopy, leaving stub cuts, these are not in line with AS4373-2007: Pruning of Amenity Trees. This may result in rapid development of poorly attached epicormic growth. Due to the way Tree 2 has developed, it appears Tree 1 is providing some level of support to Tree 2. Without Tree 1, stability may be reduced and structural integrity cannot be guaranteed.
- Removal of Tree 1 and 2, and re-planting with good quality nursery stock with sufficient aftercare will improve viable long term canopy cover.

Tree 3 - Brazilian Pepper Tree (*Schinus terebinthifolius*)

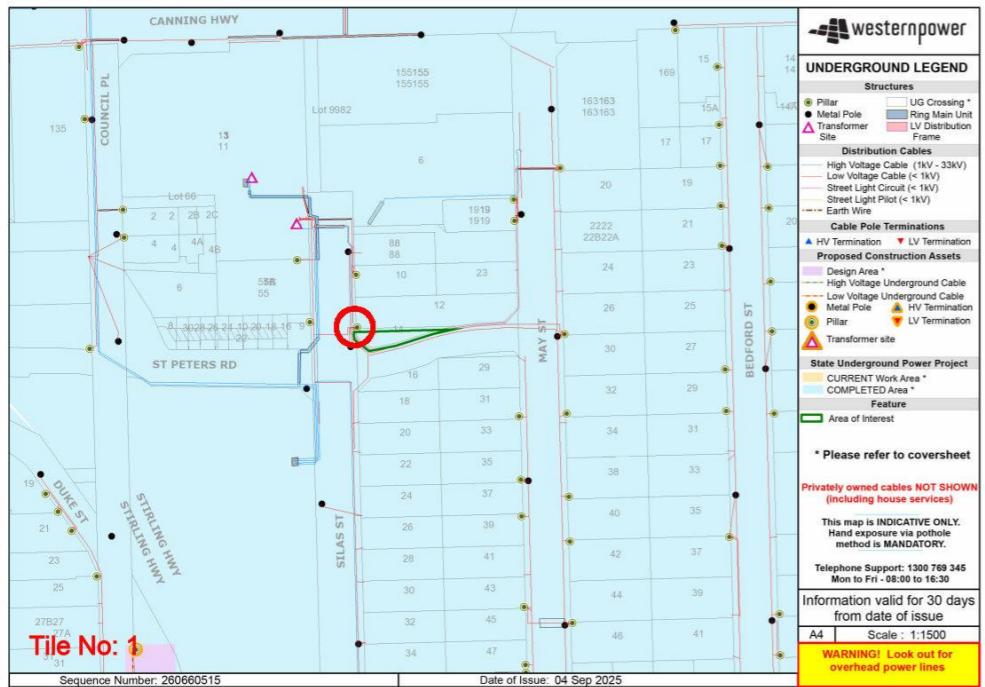
- Non-native, invasive species with aggressive root systems.
- Roots pose a risk to nearby services, hardstand areas, and building foundations.
- Removal recommended to prevent long-term damage and to improve site ecology by eliminating a known environmental weed.

LAWRENCE ASSOCIATES

Discrepancy produced in Autodesk Revit. Listed discrepancies shall be taken in preference to scaling. Do not scale or dimension by hand. Use the 'Scale' tool in Revit to scale the drawing to quote. Upon receipt of updated plans, discard previous versions.

The intellectual manifestation of the drawing and its Revit file generated origin is subject to Global copyright. Its use is subject to the conditions of its owner. It is not to be used for any other purpose, or for implementation of a construction process specific to it, or for any other purpose, or for any other use of it, in full or part, for any other person, without the written approval of its owner and author. It is illegal and subject to prosecution.

Page 54 of 221



1 BYD - Western Power

1 :



Page No: 1

 WATER
CORPORATION

WARNING ASSET PROTECTION APPROVAL MAY BE REQUIRED

Apply for approval to work near our assets at:
[Working near assets \(watercorporation.com.au\)](http://watercorporation.com.au)

Unauthorised work within prescribed proximities of Water Corporation Assets is prohibited.

The Water Corporation has taken due care in the preparation of this map but accepts no responsibility for any inaccuracies or inappropriate use. This plan may be reproduced in its entirety for the purpose of site working plans but must not otherwise be altered or published in any form without the permission of the Water Corporation. The Water Corporation reserves the right to advise any party of ground disturbing activities near facilities on this map. Refer to Brochure - "Protecting Buried Pipelines". Please report any inaccuracies to Asset Registration Team by email to asset.registration@watercorporation.com.au.

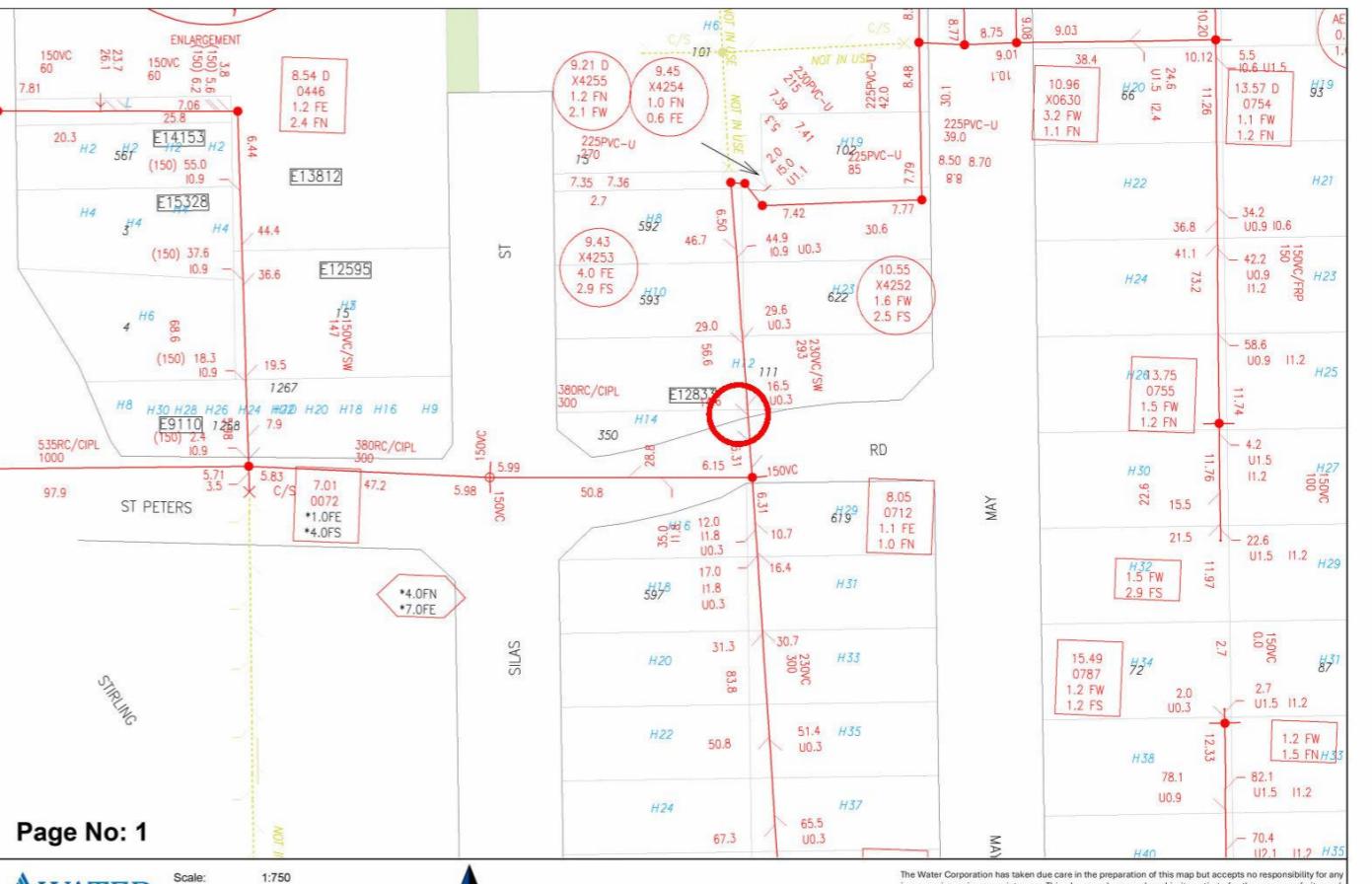
Figure 1. The relationship between the number of species and the number of individuals in the community.

2 BYD - Water Corp - Water 1:1

1000

Sheet Name BYD Services: A0.05	Print Date 19/12/2025 4:10:25 PM
Scale: 1 : 1 at A1	
 0.5 0 0.5 1 1.5 2 2.5 m	

Project Number Project Name
369 **Silas Street Mixed-Use**



Page No: 1

 WATER
CORPORATION

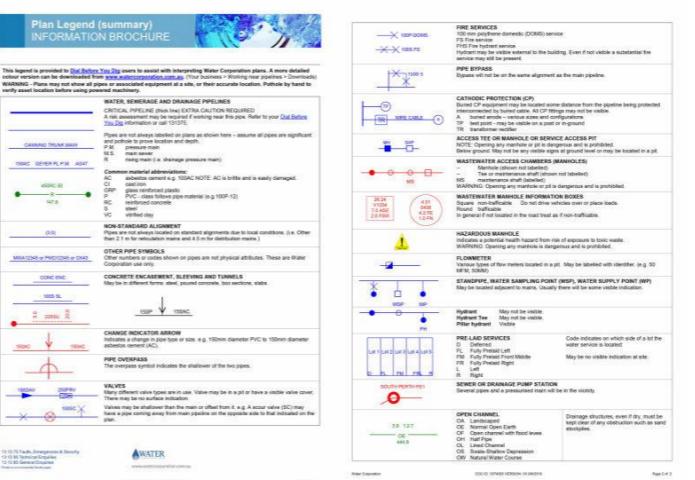
N

The Water Corporation has taken due care in the preparation of this map but accepts no responsibility for inaccuracies or inappropriate use. This plan may be reproduced in its entirety for the purpose of site planning but shall not otherwise be altered or published in any form without the permission of the Water Corporation. The Water Corporation may need to be advised of any planned ground disturbing activities on this map. Refer to Brochure - "Protecting Buried Pipelines". Please report any inaccuracies to

WPS Office - Microsoft Word - 104.M - 0004

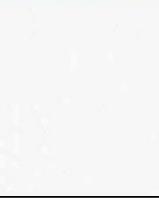
BYD - Water Corp - Sewer

3 1:1



LAWRENCE ASSOCIATES

ings produced in Autodesk Revit. Noted that these shall be retained in accordance with the scale or duration by hand, verify all dimensions on site prior to construction or quote. Upon receipt of updated plans, discard previous versions.

EXTERNAL FINISHES			
SWATCH	NUMBER	DESCRIPTION	LOCATION
	E.01	Standard brushed grey concrete	Carport, Entry Path, Roof Deck
	E.02	Textured Exterior Paint - Dulux Texture Full Cover Exterior Paint or similar Colour: Heritage brick colour, Dulux Carmen Miranda or similar.	External Walls
	E.03	Textured Exterior Paint - Dulux Texture Full Cover Exterior Paint or similar Colour: White or Off-White	External Window surrounds
	E.04	Exterior Paint Colour: White or Off-White	External trim, columns, balustrades, balcony brackets, picket fence
	E.05	Corrugated Steel Roofing Colour: Zinc/Galvanised Finish	Balcony Roof
	E.05	Aluminium Window Frame Colour: White	Window frames, external door frames.

Revision	Description	Date
A	DA Update	10/12/25
B	DA update	19/12/25

Sheet Name	Print Date
Finishes Schedule: A0.06	19/12/2025 4:10:25 PM

Project Number	Project Name
369	Silas Street Mixed-Use

DA

**LAWRENCE
ASSOCIATES**

Lawrence Associates Pty Ltd. ABN: 39 721 846 083 ACN: 099 366 583

Architectural Registration: WA 2597 VIC: 600109 NSW: 11140

(+61) 0404 864 146 contact@lapl.com.au www.lapl.com.au

The Studio, Rear 16 Florence Road, Nedlands, WA 6009

PO Box 290, Nedlands, WA 6909

Drawings produced in Autodesk Revit. Noted dimensions shall be taken in preference to scaling. Do not scale or dimension by hand. Use of these drawings is subject to the conditions of contract or quote. Upon receipt of updated plans, discard previous versions.

The electronic manifestation of this drawing and its Revit file generated from it is subject to clause 10.1 of the Conditions of Contract of its owners and authors under license for a specific period of time. It is the responsibility of the user of it, in full or part, for any other purpose without the written approval of its owners and authors or legal and is subject to prosecution.

BUILDING METHODOLOGY

Overview

The proposed construction at 14 Silas Street presents a unique set of site challenges due to full site coverage and limited access. A highly efficient and low-impact methodology has therefore been developed in collaboration with Tool Time Construction, a local East Fremantle builder located less than 50 metres from the site. Their proximity allows for daily oversight, rapid coordination, and a strong commitment to maintaining good relationships with neighbouring residents and businesses.

Builder Location and Parking

- Tool Time Construction's offices at 24 May Street provide off-street parking, toilets and lunchroom facilities for all staff.
- No verge or street parking will be required. All trades will park at the builder's premises or in the public carpark behind the veterinary centre, in accordance with parking regulations.

Site Establishment and Management

- A 1.8 m high perimeter safety fence will be installed just inside the boundary wall and clad with shade cloth for dust control. The fencing will include inward-opening gates and will not display advertising.
- A site office will be established onsite containing first-aid facilities, safety documentation, and management procedures.
- Works will occur only between 7 am – 7 pm Monday to Saturday.
- Tool Time Construction will complete dilapidation reports on adjoining properties before works begin.

Construction Methodology

- The build will use the Tru-Struct CFC permanent formwork system, chosen for its speed, cleanliness, and minimal environmental impact.
- This method removes the need for bricklaying or wet plastering —no sand, mortar mixers or dust-generating activities onsite.
- Each concrete deck will be formed and poured using a concrete pump positioned on St Peters Street.
- Pre-made wall panels will then be craned onto the deck while the slab cures, and core-filled with concrete once curing is complete.
- This cycle will repeat approximately every four weeks, with structural completion expected within six months of commencement.
- Lower-level fit-outs can commence while upper levels are under construction, significantly shortening overall build time.

Traffic and Delivery Management

- Deliveries will occur from St Peters Street, with a Traffic Management Plan prepared by ATM Traffic Management for safe loading and unloading.
- Coordination with the Town of East Fremantle's Infrastructure Team will determine whether a small unmanned tower crane or managed ground-level system will have the lesser impact.
- Deliveries will be limited to standard working hours to minimise disturbance.

Site Isolation and Safety

- The site will remain fully enclosed for the duration of works. Tool Time Construction will seek to hire a narrow verge strip around the site for safe work access and separation from the public.
- All workers will complete Tool Time's site induction, which covers safety, environmental management and community impact awareness.
- A dedicated Site Supervisor (Sean Sicree) will oversee all site activities, ensuring compliance with Tool Time's Safety Management Plan and OSH Regulations.

Dust, Noise and Environmental Control

- Shade-cloth fencing and water jets will be used for dust suppression during demolition and material handling.
- Prefabricated formwork construction eliminates brick cutting and mortar mixing, reducing both noise and airborne dust.
- Rubbish will be contained within the ground-floor area and removed regularly to licensed waste facilities where it will be sorted for recycling.
- Wherever practicable, materials will be supplied with minimal oversupply, and pallets and containers will be returned to suppliers for reuse.

Stakeholder and Heritage Coordination

- Tool Time Construction will engage with the adjoining Medical Centre to coordinate safe access and minimise disruption during construction.
- The team has a proven record in heritage-sensitive projects and will liaise with the Town of East Fremantle on any matters relating to façade finishes or adjoining heritage fabric.

Construction Timeframe and Local Integration

- Structural works are expected to be complete within six months, with full construction taking approximately 16–18 months.
- The brick-red finish with white heritage-inspired accents has been selected to complement East Fremantle's established character.
- As a local company, Tool Time Construction is committed to completing the project efficiently, safely, and with minimal disruption to neighbours and the wider community.

Construction Management Plan

- A detailed construction management plan will be prepared in preparation for the submission of the building permit application.

Revision	Description	Date
A	This site's services circled	19/12/25
B	DA update	19/12/25

Sheet Name
Building Methodology: A0.07

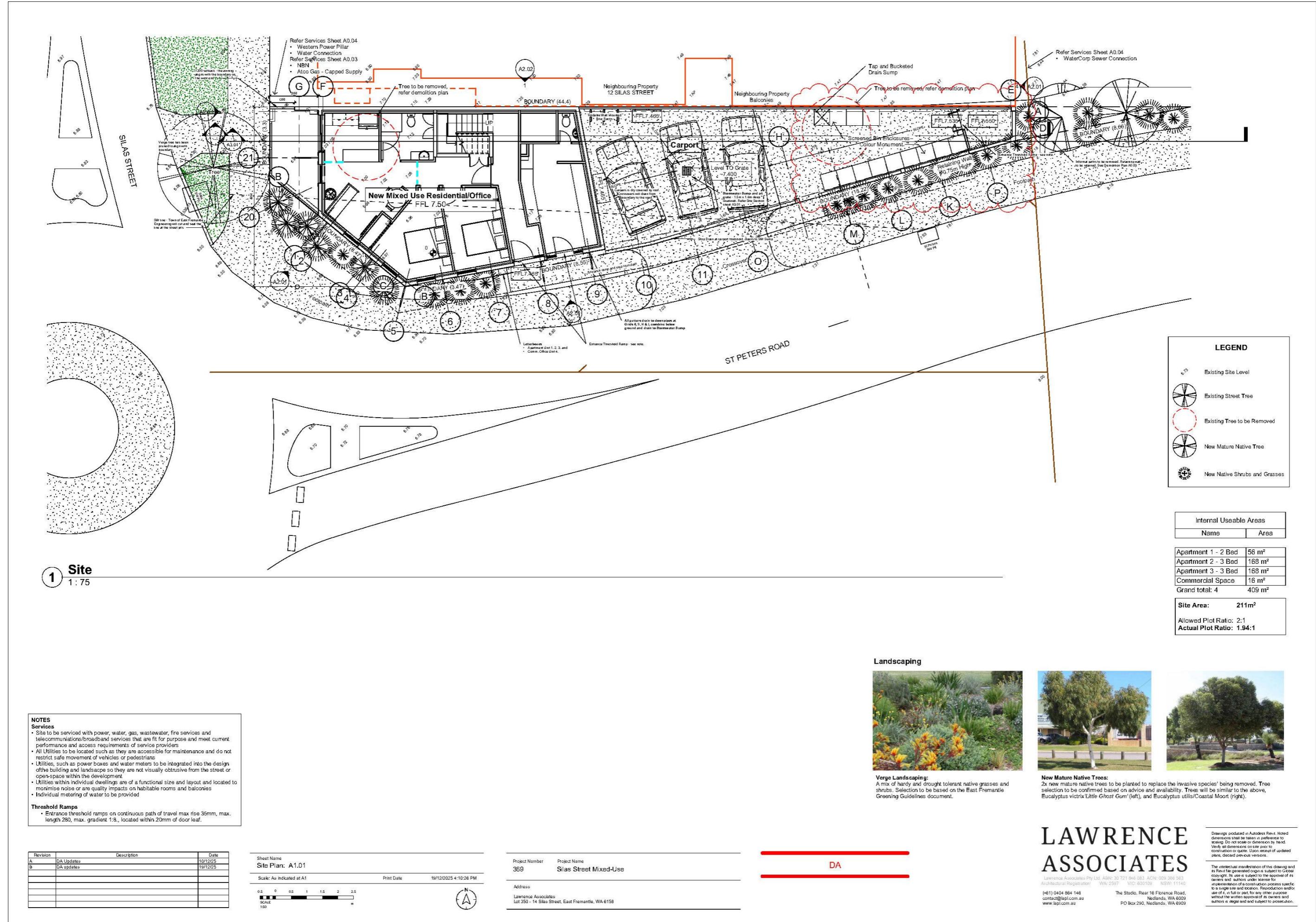
Project Number	Project Name
369	Silas Street Mixed-Use
Address	
Lawrence Associates Lot 350 - 14 Silas Street, East Fremantle, WA 6158	

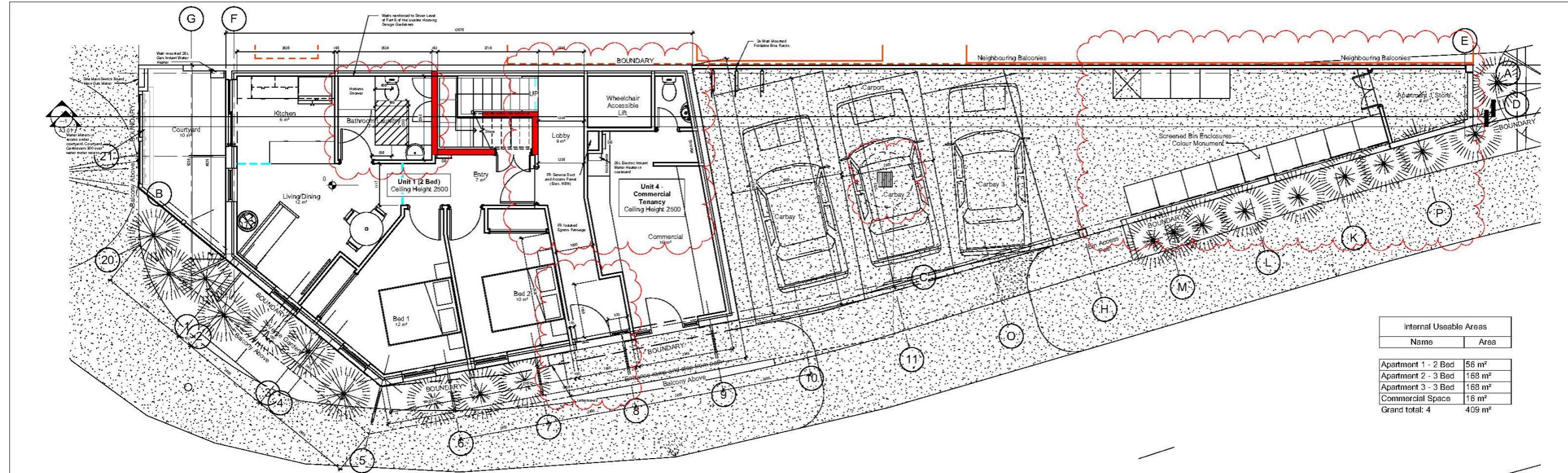
DA

**LAWRENCE
ASSOCIATES**

Lawrence Associates Pty Ltd ABN: 30 721 866 083 ACN: 009 366 563
Architectural Registration: WA:2597 VIC: 600109 NSW: 11140
(+61) 0404 864 146 contact@lapl.com.au www.lapl.com.au

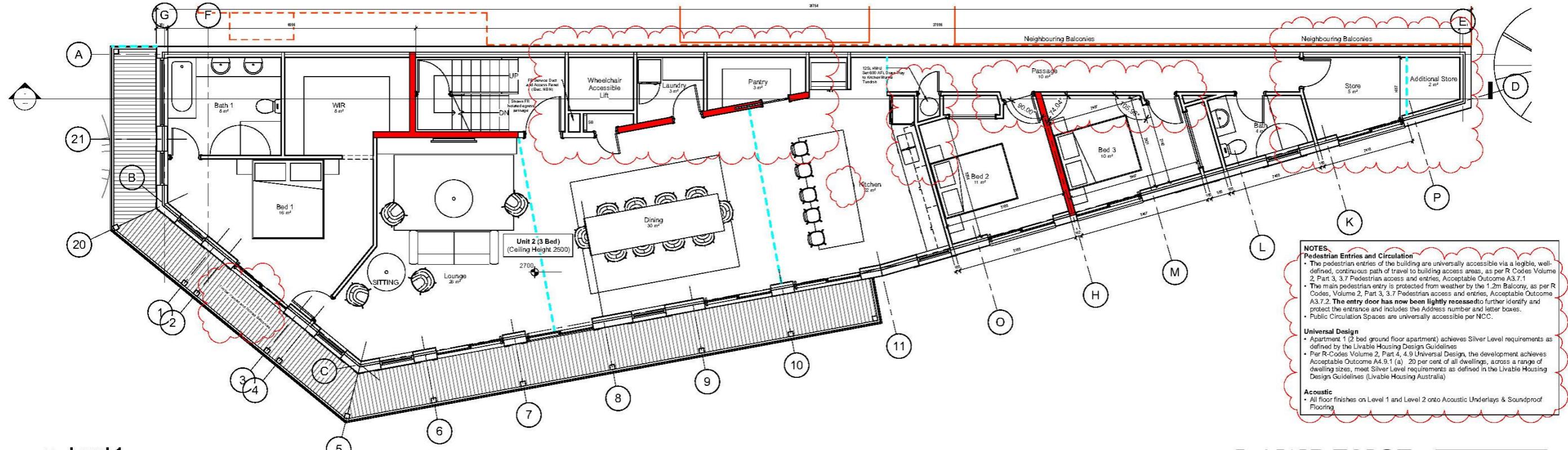
Drawings produced in Autodesk Revit. Notes and dimensions shall be taken in preference to scaling. Do not scale or dimension by hand. Verify all dimensions and notes prior to use in construction or quote. Upon receipt of updated plans, discard previous versions.
The intellectual manifestation of this drawing and its Revit file generated from it is subject to Global Copyright. It is the property of the owner of the drawing and the author, under license for the use of the drawing or its parts. It is not permitted to use the drawing or its parts in a single site or location. Reproduction, either in full or in part, for any other purpose without the written approval of the owner and author is illegal and subject to prosecution.





1 Ground

1 : 50



2 Level 1
1 : 50

1 : 50

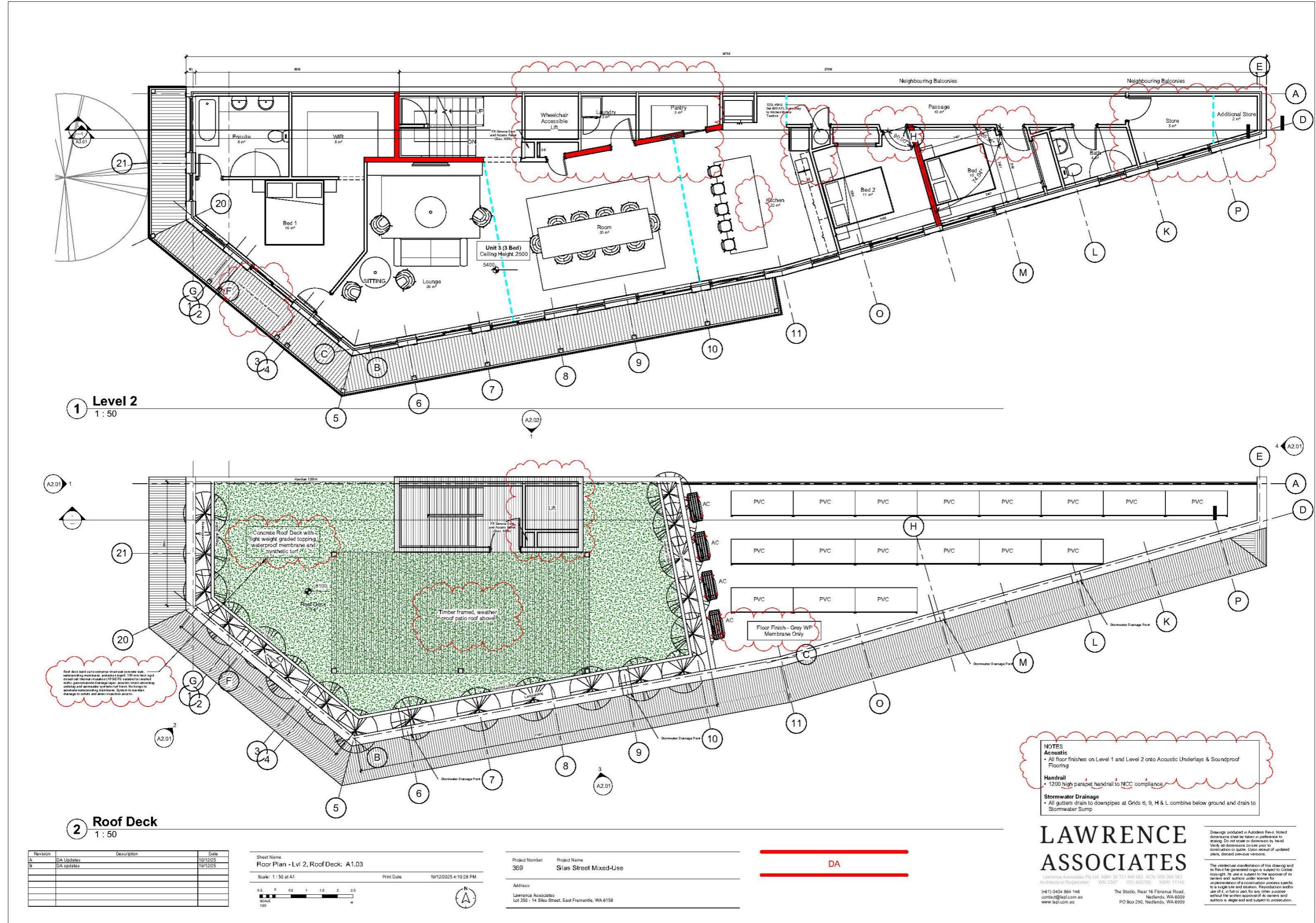
Revision	Description	Date
A	DA Updates	10/12/25
B	DA updates	19/12/25

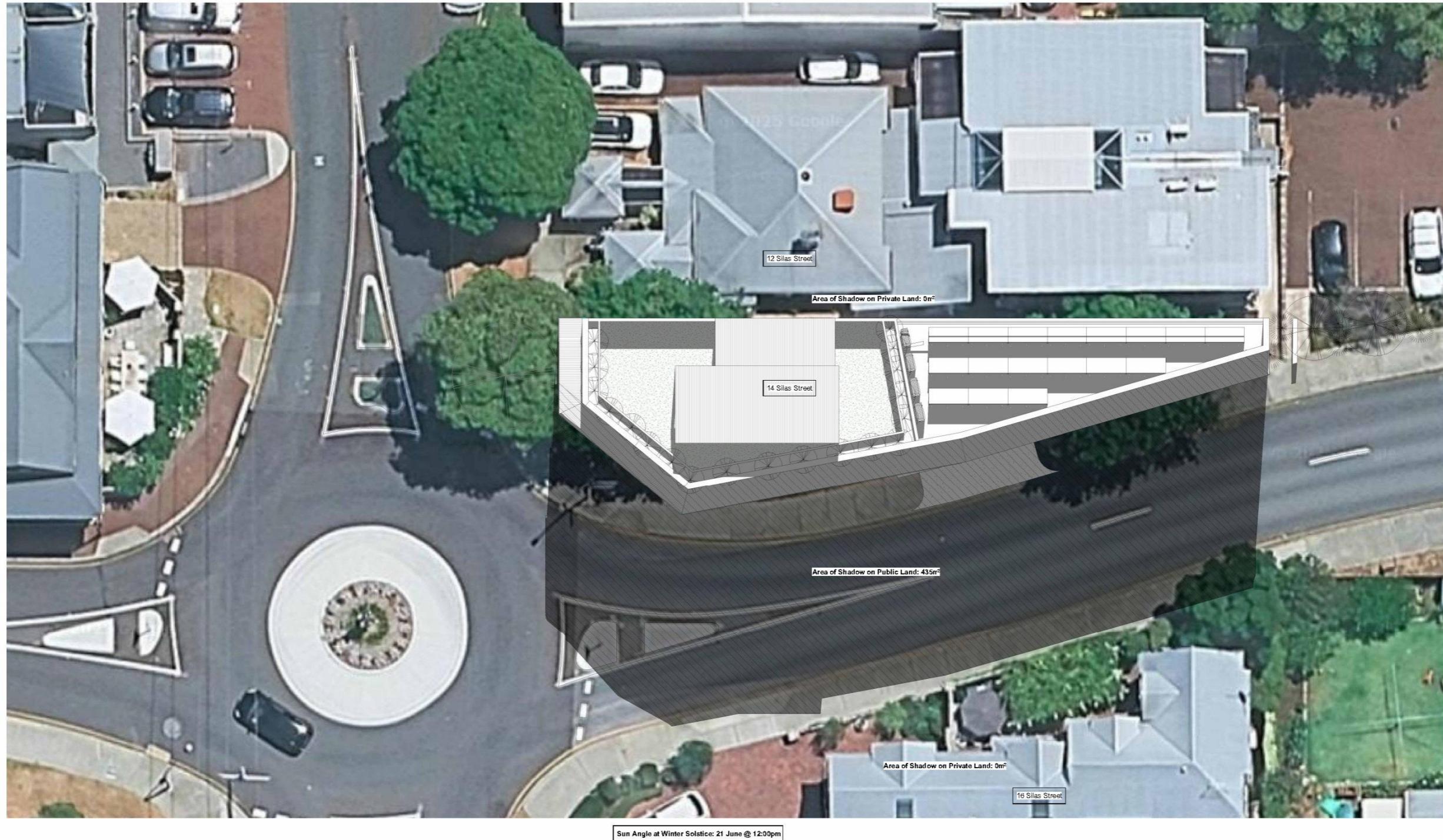
Project Number Project Name
369 **Sias Street Mixed-Use**

1

LAWRENCE ASSOCIATES

Lawrence Associates Pty Ltd, ABN: 30 721 846 083 ACN: 009 366 563
Architectural Registration: WA: 2597 VIC: 600109 NSW: 1114Q
(61) 0404 864 146 The Studio, Rear 16 Florence Road,
contact@lapl.com.au Nedlands, WA 6009
www.lapl.com.au PO Box 290, Nedlands, WA 6909





1 **Shadow Plan**

1 : 100

Revision	Description	Date

Sheet Name: **Overshadowing Plan: A1.04**

Scale: 1:100 at A1

Print Date: 19/12/2025 4:10:31 PM

Project Number: 369 Project Name: **Silas Street Mixed-Use**

Address: Lawrence Associates, Lot 350 - 14 Silas Street, East Fremantle, WA 6158

DA

1 0 1 2 3 4 5

SCALE 1:100

N A

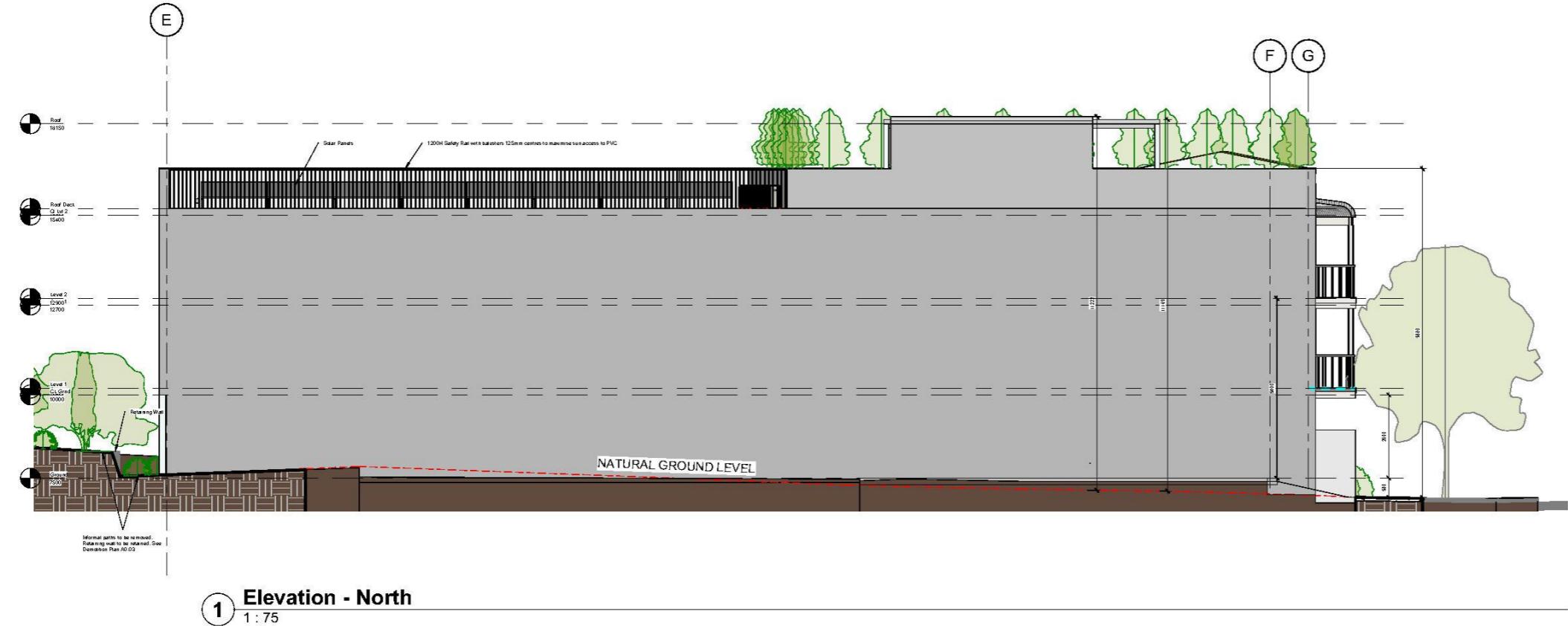
**LAWRENCE
ASSOCIATES**

Lawrence Associates Pty Ltd. ABN: 30 721 846 083 ACN: 009 366 583
Architectural Registration: WA: 2597 VIC: 600109 NSW: 11140
(+61) 0404 864 146 contact@lapl.com.au www.lapl.com.au
The Studio, Rear 16 Florence Road, Nedlands, WA 6009
PO Box 290, Nedlands, WA 6909

Designs produced in Autodesk Revit. No bid dimensions shall be taken in preference to scaling. Do not scale or dimension by hand. Use of this drawing is subject to the conditions of quote. Upon receipt of updated plans, discard previous versions.

The intellectual manifestation of this drawing and its Revit file generated origin is subject to Global copyright. Its use is subject to the approval of its owner. It is not to be used for any purpose, including implementation of a construction process specific to it, or for any other purpose, including its sale and/or use of it, in full or part, for any other purpose without the written approval of its owner and author. It is illegal and subject to prosecution.





Revision	Description	Date
A	DA Updates	10/12/25
B	DA updates	19/12/25

Sheet Name		
Elevations - N: A2.02		
Scale:	1:75 at A1	Print Date: 19/12/2025 4:10:57 PM
0.0	0.5	1.0
1.5	2.0	2.5
3.0	3.5	4.0
4.5	5.0	5.5
6.0	6.5	7.0
7.5	8.0	8.5
9.0	9.5	10.0

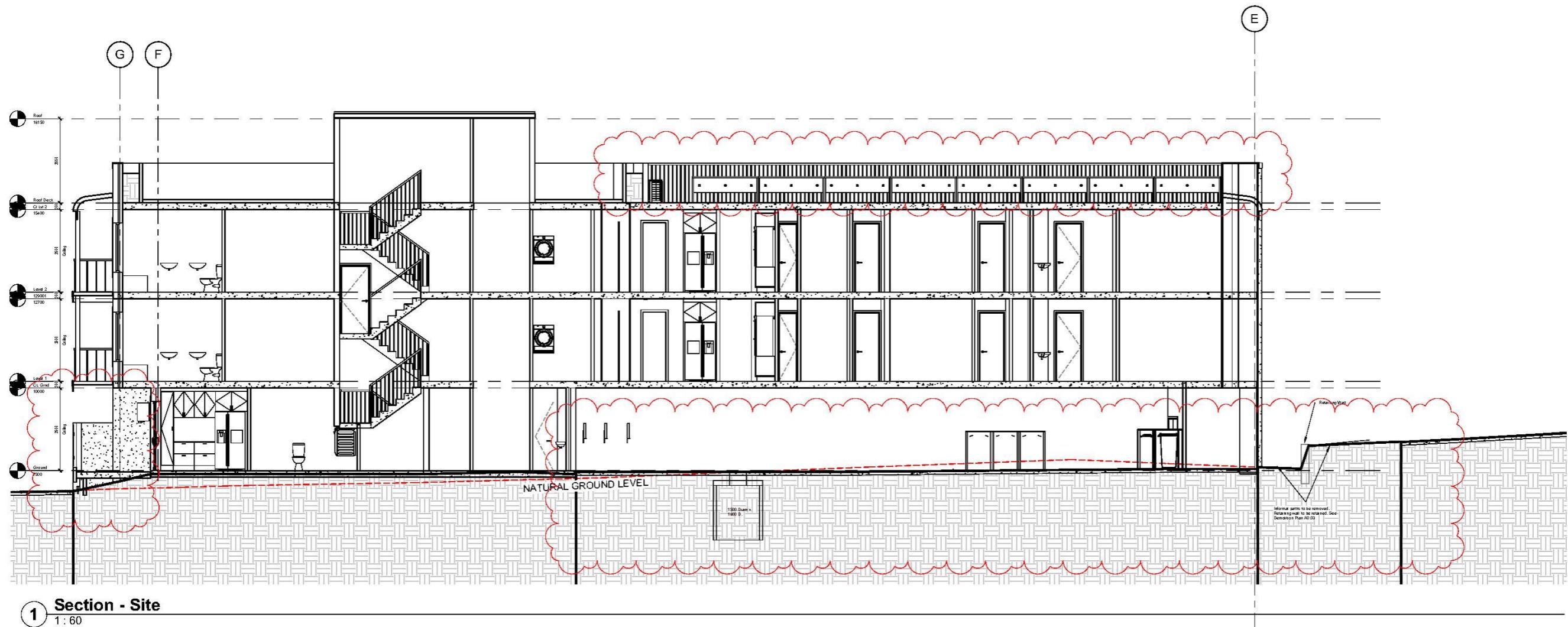
Project Number	Project Name	DA
369	Sias Street Mixed-Use	
Address		
Lawrence Associates Lot 350 - 14 Sias Street, East Fremantle, WA 6158		

**LAWRENCE
ASSOCIATES**

Lawrence Associates Pty Ltd. ABN: 30 721 046 083. ACN: 009 366 583
Architectural Registration: WA: 2597 VIC: 600109 NSW: 11140
(+61) 0404 864 146 contact@lapl.com.au www.lapl.com.au
The Studio, Rear 16 Florence Road, Nedlands, WA 6009
PO Box 290, Nedlands, WA 6909

Designs produced in Autodesk Revit. No liability is accepted for any errors or omissions in this document. Dimensions shown are in millimetres. All dimensions are to be taken in preference to scaling. Do not scale or dimension by hand. Use of this document is subject to the terms of the contract of quote. Upon issue of updated plans, discard previous versions.

The intellectual manifestation of this drawing and its Revit file generated therein is subject to Global copyright. Its use is subject to the approval of its owner. It is illegal to make a copy for the purpose of implementation of a construction process specific to a particular project, or to sell or lease, or to lend or use of it, in full or in part, for any other purpose without the written approval of its owner and author. It is illegal and subject to prosecution.



Revision	Description	Date
A	DA Updates	10/12/25
B	DA updates	19/12/25

Sheet Name		Project Number		Project Name	
Sections: A3.01		369		Sias Street Mixed-Use	
Scale: 1 : 60 at A1		Print Date:	19/12/2025 4:10:59 PM		
0.5	0	0.5	1	1.5	2
1.5	2	2.5			
SOCLE			m		
1:60					

Address		DA
Lawrence Associates Lot 350 - 14 Sias Street, East Fremantle, WA 6158		

**LAWRENCE
ASSOCIATES**

Lawrence Associates Pty Ltd. ABN: 30 721 846 083 ACN: 009 368 583
Architectural Registration: WA: 2987 VIC: 600109 NSW: 11140
(+61) 0404 864 146 contact@lapl.com.au www.lapl.com.au
The Studio, Rear 16 Florence Road, Nedlands, WA 6009
PO Box 290, Nedlands, WA 6909

Drawings produced in Autodesk Revit. Noled dimensions shall be taken in reference to scaling. Do not scale or dimension by hand. Verbal dimensions are subject to change at the discretion of the architect. Upon receipt of updated plans, discard previous versions.
The intellectual manifestation of this drawing and its Revit file generated origin is subject to Copyright. It is given a site license for the use of its owners and author under license for implementation of a construction process specific to a single building. It is illegal to copy or use it, in full or part, for any other purpose without the written approval of its owners and authors in legal and subject to prosecution.

13.2 PROPOSED EXPENDITURE FROM PAYMENT IN LIEU OF PARKING RESERVE

Report Reference Number	OCR-3951
Prepared by	Fraser Henderson, Executive Manager Regulatory Services
Supervised by	Jonathan Throssell, CEO
Meeting date	Tuesday, 17 February 2026
Voting requirements	Simple majority
Documents tabled	Nil
Attachments	Nil

PURPOSE

This request seeks Council approval to allocate funds from the Town's Payment in Lieu of Parking Reserve for the engagement of a consultant to prepare a preliminary shared road design for sections of George Street, between East Street and Stirling Highway, within the Plympton precinct.

EXECUTIVE SUMMARY

This report proposes the allocation of **\$13,000** from the Payment in Lieu of Parking Reserve to engage a suitably qualified consultant to prepare a preliminary design for a shared pedestrian–vehicle road along selected sections of George Street between East Street and Stirling Highway.

The proposal is consistent with the following statutory and policy frameworks:

- Planning and Development (Local Planning Schemes) Regulations 2015
- Local Planning Policy 3.1.4 – Payment in Lieu of Parking Plan

Together, these provide for the use of cash-in-lieu reserve funds for transport-related design and consultancy works that address local parking demand.

The proposal also aligns with the George Street Place Vision and Community Action Plan, which identifies the delivery of a shared street environment as a key initiative to enhance safety, vibrancy and accessibility within the precinct. Importantly, the shared street concept is intended to reduce local parking demand by encouraging walking and cycling and prioritising active transport and pedestrian movement, thereby establishing a clear and direct nexus between the proposed expenditure and the purpose for which the parking contributions were collected.

The preliminary design will inform future capital works planning, potential staging over subsequent financial years, and funding applications, including opportunities under the Main Roads WA Low-Cost Urban Road Safety (LCURS) Program.

BACKGROUND

Payment in Lieu of Parking Reserve

The Town collects funds under Local Planning Policy 3.1.4 – Payment in Lieu of Parking Plan (LPP 3.1.4). These funds may be applied to projects that enhance accessibility, reduce parking demand, and improve the public realm within activity centres and key precincts.

George Street Place Vision and Community Action Plan

George Street is a key local centre within the Plympton precinct. The George Street Place Vision and Community Action Plan identifies the creation of shared pedestrian–vehicle environments as a mechanism to improve safety, slow traffic, support local businesses, and strengthen George Street’s role as a community-focused destination.

Engaging a consultant at this stage will enable the Town to identify appropriate low-cost shared road treatments, determine the extent and location of shared zones, and ensure that any future works are informed by sound design principles.

CONSULTATION

Consultation has been undertaken with the George Street Collective, who are supportive of investigating a shared road concept. Further engagement will be undertaken as part of the design process and prior to any future implementation.

STATUTORY ENVIRONMENT

The Planning and Development (Local Planning Schemes) Regulations 2015, together with the Town’s Local Planning Policy 3.1.4 – Payment in Lieu of Parking Plan, provide the statutory basis for the collection and expenditure of cash-in-lieu of parking contributions where on-site parking is not provided, or is not provided in sufficient quantity, as part of a development. The framework requires that such funds be expended within the area from which they are collected and be used to address parking demand, either through the provision of public parking infrastructure or through works intended to reduce the demand for car parking.

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

The proposed consultancy fee is estimated to be \$10,600, however a contingency of \$2,400 is recommended (13,000 total) to be funded from the Payment in Lieu of Parking Reserve which has a balance of \$210,000.

No construction works are proposed at this stage. Any future capital expenditure would be subject to separate Council consideration through the annual budget or future reports.

STRATEGIC IMPLICATIONS

This proposal aligns with:

- Local Planning Policy 3.1.4 – Payment in Lieu of Parking Plan;
- George Street Place Vision and Community Action Plan;
- Strategic Community Plan objectives relating to place-making, accessibility and road safety.

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)
Community or stakeholder concern regarding changes to traffic arrangements	Possible (3)	Minor (2)	Moderate (5-9)	REPUTATIONAL Substantiated, low impact, low news item	Accept Risk

RISK MATRIX

Consequence		Insignificant	Minor	Moderate	Major	Extreme
		1	2	3	4	5
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	3
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

Shared Pedestrian–Vehicle Space – George Street

The September 2025 George Street Place Vision and Community Action Plan outlines a goal to create a shared street environment where pedestrians and vehicles coexist safely and comfortably.

The proposed consultancy will investigate how these principles can be applied in a practical and cost-effective manner along selected sections of George Street.

Alignment with Local Planning Policy 3.1.4

LPP 3.1.4 allows funds to be used for public parking infrastructure and other transport and ancillary infrastructure, including traffic calming measures, public art, street trees and planting. The proposed shared road concept aligns with these provisions and supports the objectives of the George Street Place and Community Vision.

Low-Cost Urban Road Safety Program

The Town is progressing engagement of a separate consultancy, funded through operational budgets, to identify priority road safety locations and develop concepts suitable for submission under Main Roads WA's Low-Cost Urban Road Safety (LCURS) Program.

The George Street shared road concept could be incorporated into future LCURS funding applications, enabling delivery of physical traffic calming measures such as raised crossings, continuous paving and landscaping that enhance safety outcomes. These treatments would complement any future consideration of reduced speed limits along George Street.

Town Team Movement Master-Class

The Town Team's Movement has proposed that George Street be used as a real-world case study for a Streets Alive Masterclass, scheduled for Wednesday 11 March 2026, to be attended by approximately 60 participants, primarily local government traffic engineers, planners and place-making practitioners. The one-day masterclass combines in-room co-design sessions with limited on-site prototyping and is focused on collaborative approaches to improving street safety, walkability, vibrancy and inclusion. The community will be invited to attend and participate in the codesign exercise. The session would be guided by the Town Team's Movement, the George Street Collective and the Town, with participants working collaboratively to define road safety issues and co-design potential responses for George Street.

The proposal includes temporary, low-impact prototyping activities in the afternoon, focused on the George Street and Hubble Street intersection. These would involve temporary treatments such as paint, movable furniture and planting to test ideas in a controlled and reversible way. The intent is not to deliver permanent works, but to trial concepts, observe behaviour and gather informed feedback. The proposal also includes a broader co-design investigation area along George Street (between Glyde Street and King Street), which would be undertaken indoors as part of the workshop and would not involve any physical changes to the street.

The masterclass and temporary prototyping will provide structured consultation and on-site observations to inform the scope and outputs of the consultancy requested in this report—namely the development of concept design options and associated feasibility assessment for George Street pedestrian-priority outcomes.

CONCLUSION

The proposed allocation of funds from the Town's Payment in Lieu of Parking Reserve will enable the engagement of a suitably qualified consultant to prepare a preliminary shared pedestrian–vehicle road design for selected sections of George Street within the Plympton precinct. The proposal is consistent with the Planning and Development (Local Planning Schemes) Regulations 2015 and Local Planning Policy 3.1.4 – Payment in Lieu of Parking Plan and demonstrates a clear nexus between the use of cash-in-lieu funds and initiatives intended to address local parking demand through reduced reliance on private vehicle use.

The consultancy will provide concept-level design options and feasibility assessment to inform future decision-making, including potential staging of works, funding opportunities and capital planning, without committing Council to construction at this stage. The approach aligns with the George Street Place Vision and Community Action Plan and supports broader objectives relating to pedestrian safety, place-making, accessibility and local centre vitality.

Utilising the proposed Streets Alive Masterclass as part of the consultation and evidence-gathering process will provide early, low-risk testing of ideas and valuable input from practitioners, stakeholders and the community. Collectively, the proposal represents a proportionate and strategic use of parking cash-in-lieu funds to progress well-informed, place-led outcomes for George Street while retaining flexibility for future Council consideration.

13.2 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

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

OFFICER RECOMMENDATION:

That Council approves the allocation of \$13,000 from the Town's Payment in Lieu of Parking Reserve to engage a suitably qualified consultant to prepare concept-level shared pedestrian–vehicle road design options and associated feasibility assessment for selected sections of George Street between East Street and Stirling Highway, within the Plympton precinct.

REPORT ATTACHMENTS

Nil

13.3 CARG 2026 APPOINTMENT OF MEMBERS

Report Reference Number	OCR-3949
Prepared by	Grace Ferraz, Sustainability Officer
Supervised by	Fraser Henderson, Executive Manager Regulatory Services
Meeting date	Tuesday, 17 February 2026
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	<ol style="list-style-type: none"> 1. Summary of Applicants for Climate Action Reference Group (CARG) (Confidential) 2. Expressions of Interest – Six (6) Submissions Received (Confidential)

PURPOSE

The purpose of this report is to present options for filling up to six (6) vacant positions on the Climate Action Reference Group (CARG) and to seek Council's direction on the proposed appointment approach. The report provides an overview of the Expressions of Interest received to inform Council's consideration.

The Terms of Reference (TOR) for the CARG provide for up to twelve (12) community and subject matter expert members. Six (6) members are currently appointed and represent the CARG community group. Appointing additional CARG community members will help ensure the group continues to reflect a broad range of community views and has the capacity to support the Town's climate work and maintain representative attendance at meetings.

EXECUTIVE SUMMARY

The CARG is an established, community led advisory group formed in 2020 to support the Town's response to the recognised Climate Emergency. CARG provides input to guide the implementation of the Town's CES and CEAP, key strategic documents that set out the Town's approach to reducing greenhouse gas emissions, building community resilience, and adapting to the impacts of climate change.

The group brings together community members, subject matter experts, elected members and staff to identify priorities, actions and local projects that progress the Town's climate goals. Through its advisory role, CARG helps build community capacity and ensures local knowledge and values assist in shaping climate initiatives.

BACKGROUND

On 19 November 2019, at the Ordinary Council Meeting, the Town of East Fremantle formally recognised the Climate Emergency, committing to urgent action across all levels of government to minimise the impacts of climate change. In response to strong community advocacy at the Annual Electors' Meeting on 17 March 2020, the Town committed to develop a CES and an associated CEAP.

To guide this process and ensure meaningful community involvement, Council established the Climate Action Reference Group (CARG) in mid 2020 as a community led advisory group. On 16 June 2020, Council adopted the initial Terms of Reference for the group and authorised the CEO to call for nominations. Expressions of Interest were released on 18 June 2020, and by 18 August 2020, Council had formally appointed a group of community representatives and subject matter experts to form the inaugural CARG. The group also includes elected members and Town staff.

On 1 July 2025, at the Council Concept Forum, Council members indicated support for expanding CARG membership to twelve (12) members (from ten), given the level of community interest and the high calibre of applications received through the June/July 2025 EOI process to initially fill three (3) vacant positions. Council subsequently resolved to amend the Terms of Reference to expand CARG membership to twelve (12) members.

As of November 2025, six (6) CARG vacancies became available due to member resignations and two CARG community members becoming elected Council members. This report outlines options for filling up to six (6) vacant positions, informed by the Expressions of Interest received.

CONSULTATION

The EOI process was open to the public for 47 days (5 December 2025 – 21 January 2026) and advertised via the Town's communication platforms including;

- On the Town's Website
- On the Town's Facebook page and
- The Town's Instagram profile.
- The Town's Enews (initial advertisement on the Enews had 23 December 2025 as closing date).

The following questions were included in the application form:

1. **Motivation Statement:** Please provide a short statement (200–300 words) explaining why you are interested in joining the CARG and what you hope to contribute.
2. **Relevant experience:** Outline any community involvement, governance experience, or professional expertise that relates to the work of the CARG.
3. **Skills and knowledge:** Highlight specific skills or knowledge areas you can bring to the group (e.g., sustainability, planning, finance, education, communications, lived experience).
4. **Availability and commitment:** I confirm I am available to attend regular meetings (four per year, quarterly) AND I understand the expected term of appointment.
5. **Conflict of Interest Declaration:** Do you have any potential conflicts of interest (e.g., business interests, family ties to council staff)?
6. **Resume upload**

A total of six (6) applications (confidential attachments) were received across the duration of the EOI process.

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

The updated Terms of Reference for the Climate Action Reference Group (CARG) align with the Town of East Fremantle's adopted strategic frameworks and priorities relating to climate action and sustainability as follows:

- **Climate Emergency Strategy (CES)** – The CES establishes the Town's vision and strategic objectives for responding to the climate emergency. CARG contributes to this framework by providing community insight and supporting the transition beyond business as usual.
- **Climate Emergency Action Plan (CEAP)** – The CEAP outlines specific programs, projects and costed actions to implement the CES. CARG plays an advisory role in refining and prioritising these initiatives in collaboration with Town officers and the community.

- **Strategic Community Plan 2017–2027** – The Strategic Community Plan is the Town's highest order planning and strategy document that sets the Town's policy and corporate objectives. The following priority refers to climate change and improvement for the town:
- **Strategic Priority 4: Natural Environment**
 - *4.3: Acknowledge the change in our climate and understand the impact of those changes*
 - *4.3.1: Improve systems and infrastructure standards to assist with mitigating climate change impacts*

The updated Terms of Reference (2025) and supporting Guidelines strengthen CARG's ability to operate effectively, ensuring alignment with the Town's long term strategic direction, goals and commitment to genuine community involvement in addressing climate change.

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)
Community not Engaged in CEAP	Unlikely (2)	Minor (2)	Moderate (5-9)	REPUTATIONAL Unsubstantiated, low impact, low profile or 'now news' item	Accept Risk

RISK MATRIX

Consequence		Insignificant	Minor	Moderate	Major	Extreme
		1	2	3	4	5
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	5
Does this item need to be added to the Town's Risk Register	No
Is a Risk Treatment Plan Required	No

SITE INSPECTION

Not applicable.

COMMENT

The Expressions of Interest process has been finalised, and all applications have been assessed against the criteria set out in the CARG Terms of Reference. The full list of applicants has been provided for Council's consideration. The appointment of up to six (6) members will support the Climate Action Reference Group to maintain appropriate representation and sufficient capacity to assist the Town in progressing its climate action priorities.

CONCLUSION

The Expressions of Interest process has been completed and all applications have been assessed in accordance with the CARG Terms of Reference. Council is now requested to consider the assessment outcomes and make the formal appointments. Based on the evaluation of applicants and the number of vacancies available, it is recommended that all six applicants be appointed to the Climate Action Reference Group.

13.3 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

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

OFFICER RECOMMENDATION:

That Council appoints the six (6) recommended applicants, as detailed in the confidential attachments, to the Climate Action Reference Group (CARG).

REPORT ATTACHMENTS

Confidential Attachments

13.4 REVIEW OF LOCAL LAWS

Report Reference Number	OCR-3945
Prepared by	Janine May, EA/Governance Coordinator
Supervised by	Jonathan Throssell, Chief Executive Officer
Meeting date	Tuesday, 17 February 2026
Voting requirements	Simple majority
Documents tabled	Nil
Attachments	Nil

PURPOSE

This report seeks Council approval to begin a review of the Town's local laws, in compliance with section 3.16 of the *Local Government Act 1995*.

EXECUTIVE SUMMARY

Section 3.16 of the *Local Government Act 1995* (the Act) requires local governments to review local laws at least once every eight years.

BACKGROUND

The Town has following local laws are in place:

Local Law	Comment
Cats Local Law 2016	The majority of matters relating to cats are dealt with by the Cat Act and its associated raft of regulations. In essence, this local law limits the number of cats that may be kept without a permit from the local government.
Dogs Local Law 2016	Most matters relating to dogs are dealt with by the Dog Act and its associated raft of regulations. This local law deals with a number of leftover matters, including confinement requirements and removal of dog excreta. Off leash exercise areas are established by a council resolution and local public notice not by local law
Fencing Local Law 2004	Most fencing matters are to be dealt with between adjoining owners. The overall purpose of this local law is to set what a 'standard fence' is within the district.
Meeting Procedures Local law 2004	The State Government has advised it intends to replace all local government meeting procedures local laws with Regulations.
Public Places and Local Government Property Local Law 2016	Regulates behaviour of persons on property under the Towns care, control and management.
Penalty Units Local Law 2016	Sets a penalty units at \$10 where featured in a local law.
Waste Local Law 2017	Regulates residential kerbside rubbish collection.

CONSULTATION

The Town must consult with the community and call for comments as part of the review. This is set out in the recommendation to Council below.

STATUTORY ENVIRONMENT

Section 3.16 of the Act provides that:

3.16. Periodic review of local laws

(1) Within a period of 8 years from the day when a local law commenced or a report of a review of the local law was accepted under this section, as the case requires, a local government is to carry out a review of the local law to determine whether or not it considers that it should be repealed or amended.

(2) The local government is to give local public notice stating that —

(a) the local government proposes to review the local law; and

(b) a copy of the local law may be inspected or obtained at any place specified in the notice; and

(c) submissions about the local law may be made to the local government before a day to be specified in the notice, being a day that is not less than 6 weeks after the notice is given.

(3) After the last day for submissions, the local government is to consider any submissions made and cause a report of the review to be prepared and submitted to its council.

(4) When its council has considered the report, the local government may determine whether or not it considers that the local law should be repealed or amended.*

** Absolute majority required.*

Any consequential amendments to the Shire's local laws must then be undertaken using the process set out in s3.12 of the Act.

POLICY IMPLICATIONS

None at present; however, amendments to policies may be necessary in the future should there be changes to local laws.

FINANCIAL IMPLICATIONS

There are costs associated with the review, advertising for public comment, amendment and/or making of existing or new local laws and their eventual Gazettal.

STRATEGIC IMPLICATIONS

The Town should ensure that local laws are up to date, reasonable, and fit for purpose over the long term.

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)
Not review existing Local Laws within statutory timeframe	Almost Certain (5)	Minor (2)	Low (1-4)	COMPLIANCE Minor regulatory or statutory impact	Accept Officer Recommendation

RISK MATRIX

Consequence		Insignificant	Minor	Moderate	Major	Extreme
Likelihood		1	2	3	4	5
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	4
Does this item need to be added to the Town's Risk Register	No
Is a Risk Treatment Plan Required	No

SITE INSPECTION

N/A

COMMENT

By undertaking regular reviews, the Town can ensure its local laws are reasonably up to date.

CONCLUSION

It is recommended Council adopts the recommendation to enable the local law review process to commence.

13.4 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

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

OFFICER RECOMMENDATION:

That Council:

1. gives local public notice stating that the Town proposes to review its local laws under s3.16 of the *Local Government Act 1995*;
2. notes that a copy of the local laws may be inspected or obtained at the Town offices or from its website;
3. advises that submissions about the local laws may be made to the Town before a day to be specified in the notice, being a day that is not less than 6 weeks after the notice is given; and
4. notes that the results of the above advertising are to be presented to Council for consideration of any submissions received.

REPORT ATTACHMENTS

Nil. Copies of the Towns current local laws are on its website.

13.5 DOG EXERCISE AREAS

Report Reference Number	OCR-3957
Prepared by	Jacqueline Scott Executive Manager Technical Services
Supervised by	Jonathan Throssell Chief Executive Officer
Meeting date	Tuesday, 17 February 2026
Voting requirements	Absolute Majority
Documents tabled	Nil
Attachments	

1. Map of East Fremantle Community Park Dog Exercise Area RES018.18

PURPOSE

To seek Council approval that East Fremantle Community Park operates as a dog exercise area, except on WAFL Match Days, to give effect to the dog exercise area provisions contained within the East Fremantle Football Club (EFFC) licence agreement approved by Council, and to authorise the giving of local public notice.

EXECUTIVE SUMMARY

East Fremantle Community Park is a shared-use precinct supporting community recreation, including a dog exercise area, and WAFL fixtures conducted by the East Fremantle Football Club (EFFC).

The EFFC licence agreement expressly anticipates Council resolving to close the dog exercise area to members of the public on WAFL Match Days, subject to compliance with the *Dog Act 1976*.

This report recommends that Council formally resolve that East Fremantle Community Park does not constitute a dog exercise area on WAFL Match Days, requires dogs to be on a leash during those times, and authorises officers to give the required public notice under the Act.

BACKGROUND

Council has previously approved the designation of a dog exercise area within East Fremantle Community Park in accordance with the *Dog Act 1976*, at the Ordinary Council Meeting of May 2024, subject to the required public notice and consultation. This designation did not include the exception for WAFL fixtures as anticipated by the subsequent EFFC licence agreement.

Council has also approved a licence agreement granting the East Fremantle Football Club rights to occupy and use parts of the park on WAFL Match Days, at a Special Council Meeting on 8 July 2025.

That licence expressly contemplates closure of the dog exercise area to the public on WAFL Match Days, subject to Council resolution under section 31 of the *Dog Act 1976*.

This report formalises that arrangement and provides the statutory authority to give local public notice of the WAFL Match Day exception.

There are six dog exercise areas currently available in the Town where dogs can exercise without a lead:

- River Foreshore portion (beach areas only) as indicated by signs
- Preston Point Reserve, Preston Point Road
- Henry Jeffery Oval, Preston Point Road
- Upper Wauhop Park, Wauhop Road
- East Fremantle Community Park (dog exercise area only)

With the occasional closure of the Dog Exercise Area at EFCP and ongoing closure of the Silas Street Reserve (located at the corner of George Street and Silas Street) pending resolution of asbestos risk by Main Roads WA, sufficient opportunity for exercise within the Town will remain available for the exercising of dogs in the district, as required by S31(5) of the *Dog Act 1976*.

CONSULTATION

While Council previously gave public notice in 2024 of its intention to specify East Fremantle Community Park as a dog exercise area under section 31(3A) of the *Dog Act 1976*, that notice did not identify or contemplate any time-based exceptions or prohibitions.

The current proposal introduces a specific restriction whereby the park will not constitute a dog exercise area on WAFL Match Days, which constitutes a time-based prohibition for the purposes of section 31(2B) of the Act. Section 31(3C) of the *Dog Act 1976* requires that local public notice be given at least 28 days prior to specifying a place as one where dogs are prohibited at a specified time.

Accordingly, it is proposed that officers be authorised to give local public notice of the WAFL Match Day exception in accordance with the *Dog Act 1976*.

STATUTORY ENVIRONMENT

Dog Act 1976 – sections 31(2B), 31(3A) and 31(3C)

Local Government Act 1995 – section 1.4 (absolute majority)

Town of East Fremantle Dogs Local Law 2016

POLICY IMPLICATIONS

Policy 5.1.1 Dog Management – Community Safety

FINANCIAL IMPLICATIONS

Minor costs associated with signage and public notice can be accommodated within existing operational budgets.

In accordance with the EFFC licence agreement, the East Fremantle Football Club is responsible for any additional costs or damage associated with its use of the dog exercise area on WAFL Match Days.

STRATEGIC IMPLICATIONS

The recommendation supports safe activation of East Fremantle Community Park during WAFL Match Days, balanced shared use of public open space, statutory compliance, and alignment between Council decisions and contractual arrangements, whilst also aligning to the East Fremantle Football Club Licence Agreement.

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)
Lack of alignment between license agreement and statutory dog park status	Unlikely (2)	Minor (2)	Low (1-4)	COMPLIANCE Some temporary non-compliances	Accept Officer Recommendation

Authorising public notice and formalising the restriction through Council resolution reduces safety, compliance, enforcement, and reputational risks for the Town.

RISK MATRIX

Consequence		Insignificant	Minor	Moderate	Major	Extreme
Likelihood		1	2	3	4	5
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	4
Does this item need to be added to the Town's Risk Register	No
Is a Risk Treatment Plan Required	No

SITE INSPECTION

Not applicable

COMMENT

On WAFL Match Days, East Fremantle Community Park experiences high spectator numbers, temporary infrastructure, increased pedestrian movement, and operational activity associated with match-day use.

Allowing dogs to exercise off-leash during these times presents avoidable safety and crowd-management risks.

The proposed resolution is deliberately limited to WAFL Match Days only, mirrors the scope of the EFFC licence, and follows the required statutory public notice process.

CONCLUSION

Advertising of the dog park exclusions on WAFL match days will bring the classification and use into line with the licence agreement allowing granting the East Fremantle Football Club rights to occupy and use these parts of the park on WAFL Match Days.

13.5 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

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

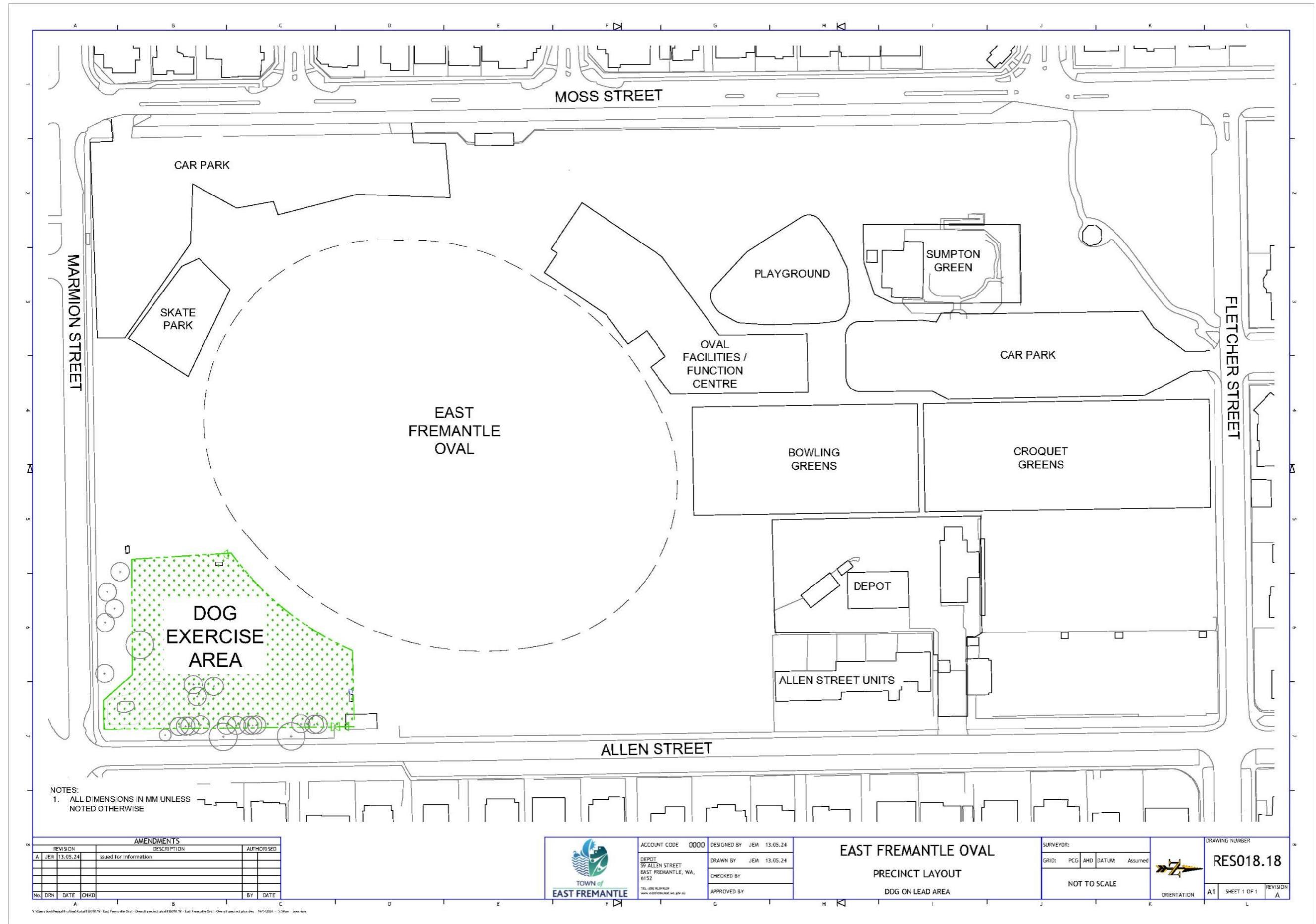
OFFICER RECOMMENDATION:

That Council, pursuant to sections 31(2B), 31(3A) and 31(3C) of the *Dog Act 1976*, resolves by absolute majority that:

1. the designated area on plan RES018.18 within East Fremantle Community Park, being land under the care, control and management of the Town of East Fremantle, is specified as a dog exercise area excepting on WAFL Match Days.
2. on WAFL Match Days, dogs are prohibited from being in East Fremantle Community Park other than on a leash.
3. outside designated WAFL Match Days, the designated area shall operate as a dog exercise area.
4. this resolution gives effect to the East Fremantle Football Club license conditions relating to use of the dog exercise area on WAFL Match Days.
5. appropriate signage be installed advising members of the public of dog control requirements on WAFL Match Days.
6. the Chief Executive Officer be authorised to give local public notice of the WAFL Match Day exception in accordance with section 31(3C) of the *Dog Act 1976*.
7. nothing in this resolution limits or affects access by an assistance dog within the meaning of the *Dog Act 1976* and applicable Commonwealth legislation.

REPORT ATTACHMENTS

Attachments start on the next page



13.6 WAUHOP LIGHTING GRANT

Report Reference Number	OCR-3959
Prepared by	Jacqueline Scott, Executive Manager Technical Services
Supervised by	Jonathan Throssell, CEO
Meeting date	Tuesday, 17 February 2026
Voting requirements	Simple Majority
Documents tabled	Financial Assistance Agreement
Attachments	

1. Financial Assistance Agreement

PURPOSE

Council is requested to authorise the Mayor and Chief Executive Officer to sign and affix the Common Seal to the Financial Assistance Agreement with the Department of Creative Industries, Tourism and Sport (CITS) for the Floodlighting Upgrade at Wauhop Park.

EXECUTIVE SUMMARY

Council approval is sought to execute the financial assistance agreement for the upgrade of the floodlighting at Wauhop Park, including affixing the Common Seal.

BACKGROUND

Fremantle City Football Club have been successful in securing a grant for the upgrade of the floodlighting at Wauhop Park. This project is included within the 2025/26 Capital Works Program.

CONSULTATION

Department of Creative Industries, Tourism and Sport
Fremantle City Football Club.

STATUTORY ENVIRONMENT

Local Government Act 1995 9.49A

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

The grant provides \$100,000 as full funding for the lighting upgrade project.

STRATEGIC IMPLICATIONS

Town of East Fremantle Strategic Community Plan 2020 – 2030

Strategic Priority 1: Social

1.2.1 Provision of adequate facilities to support healthy and active lifestyles

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)
Tender prices are in excess of available budget	Possible (3)	Moderate (3)	Moderate (5-9)	FINANCIAL IMPACT \$50,000 - \$250,000	Any over-run in cost will be negotiated with CITS once known with confirmation of how additional funding will be met from CITS and/or FCFC

RISK MATRIX

Consequence		Insignificant	Minor	Moderate	Major	Extreme
		1	2	3	4	5
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

The project documentation prepared during implementation will include a standard project based risk assessment covering all project related risks with this risk included.

SITE INSPECTION

Not Applicable

COMMENT

Over the last two years a significant investment has been made by the State Government, Town of East Fremantle and the Fremantle City Football Club to upgrade buildings and amenities at Wauhop Park. This includes the provision of \$100,000 in funding from the State Government, which will be secured by execution of the Financial Assistance Agreement (Attachment 1).

CONCLUSION

The execution of the Financial Assistance Agreement is a necessary procedural step to accept the funding.

13.6 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

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

OFFICER RECOMMENDATION:

That Council authorises the Mayor and Chief Executive Officer to sign and affix the Common Seal to the Financial Assistance Agreement with the State Government for funding for the Wauhop Park Lighting Upgrade.

REPORT ATTACHMENTS

Attachments start on the next page



Department of
Creative Industries,
Tourism and Sport

The State of Western Australia

Town of East Fremantle

Financial Assistance Agreement

Grant title: Wauhop Park Lighting Upgrade

Grant number: GR-06-00001967

Content Manager No: 25/2866

File ref: E25157156

Ref: RFTN DEPA29525-9205257 3432-2243-996948

Contents

Schedule 1 – Reference Items	2
Schedule 2 – Special Terms	5
1 Reporting	5
2 Project Assets and Project Services	7
3 Child safeguarding	8
4 Bank Accounts	8
5 Project oversight	9
6 Step-in rights	11
7 Additional Project Documents	12
8 Additional Funding Documents	12
Schedule 3 – General Terms	13
1 Funding available	13
2 Conditions precedent to Funding	13
3 Making Funding	14
4 Representations	14
5 Information undertakings	16
6 General undertakings	18
7 Project undertakings	19
8 Insurance	22
9 Indemnity and release	22
10 Co-operation	23
11 Conflicts of interest and probity	23
12 Review	25
13 Events of Default	25
14 Cancellation Events	27
15 Rights on particular events	28
16 Payments	30
17 Tax	31
18 Notices	32
19 Freedom of Information and Auditor General	34
20 Confidentiality	34

21	General	35
22	Interpretation	40
	Execution	52

Date The date on which the State has received this document executed by each party being:

Parties

The party described in Reference Item 1 (State)

The party described in Reference Item 2 (Recipient)

Agreed terms

- 1 The parties agree to the terms set out in:
 - (a) this **clause 1**, **clause 2** and **clause 3**;
 - (b) the terms set out in **schedule 2 (Special Terms)**;
 - (c) the terms set out in **schedule 3 (General Terms)**; and
 - (d) the terms set out in **schedule 1 (Reference Items)**.
- 2 Each schedule to this document forms part of this document and, accordingly, its terms are binding on the parties to this document.
- 3 Unless otherwise stated, to the extent of any ambiguity or inconsistency (in the sense that it is impossible to comply with both), each set of terms in a subparagraph of **clause 1** prevails over each lower listed set of terms.

Schedule 1

Reference Items

No.	Description
1	State The State of Western Australia acting through the Department of Creative Industries, Tourism and Sport ABN 14 445 022 107
	Notice details
	Delivery address: 246 Vincent Street Leederville WA 6007
	Postal address: PO Box 8349 Perth Business Centre WA 6849
	State's Contact Officer
	Name: Satori Cosgrove
	Position: Project Officer
	Telephone: (08) 9492 9676
	Email: communityinfrastructure@cits.wa.gov.au
2	Recipient Town of East Fremantle a body corporate being a local government established under the <i>Local Government Act 1995</i> (WA)
	Trustee of a trust? No
	Registered for GST? Yes ABN 80 052 365 032
	Notice details
	Delivery address: East Fremantle Town Hall, 135 Canning Highway, East Fremantle, WA6158
	Postal address: PO Box 1097, Fremantle WA 6959

No.	Description									
Recipient's Contact Officer										
Name:	Jacqueline Scott									
Position:	Executive Manager Technical Services									
Telephone:	0417 083 778									
Email:	jscott@eastfremantle.wa.gov.au									
3	Project									
<p>The Project is to replace luminaires (1500W metal Halide, 50 lux) with LED luminaires suitable to achieve required lux levels of 150 lux at ground level, and upgrade control system to accommodate new luminaires and switch between lighting levels at Wauhop Park, Fremantle City Football grounds at Lower Wauhop Oval, 5 Wauhop Road, East Fremantle WA 6157.</p> <p>The Project includes achieving each Project Milestone.</p>										
4	Project Outcomes									
<table border="1"> <thead> <tr> <th>Outcome</th><th>Measurement</th></tr> </thead> <tbody> <tr> <td>Not applicable</td><td>Not applicable</td></tr> </tbody> </table>		Outcome	Measurement	Not applicable	Not applicable					
Outcome	Measurement									
Not applicable	Not applicable									
5	Funding Milestones									
<table border="1"> <thead> <tr> <th>Funding Milestone</th><th>Milestone Latest Date</th><th>Funding Instalment</th></tr> </thead> <tbody> <tr> <td>The parties entering into this document</td><td>31 January 2026</td><td>\$100,000.00</td></tr> <tr> <td colspan="2">Total Funding</td><td>\$100,000.00</td></tr> </tbody> </table>		Funding Milestone	Milestone Latest Date	Funding Instalment	The parties entering into this document	31 January 2026	\$100,000.00	Total Funding		\$100,000.00
Funding Milestone	Milestone Latest Date	Funding Instalment								
The parties entering into this document	31 January 2026	\$100,000.00								
Total Funding		\$100,000.00								
6	Other Project Milestones									
<p>In addition to the Funding Milestones and Milestone Latest Dates for the Funding Milestones, the milestones and dates below are also Project Milestones and Milestone Latest Dates.</p> <table border="1"> <thead> <tr> <th>Other Project Milestone</th><th>Milestone Latest Date</th></tr> </thead> <tbody> <tr> <td>Construction commences</td><td>16 June 2026</td></tr> <tr> <td>Completion of the project</td><td>10 August 2026</td></tr> </tbody> </table>		Other Project Milestone	Milestone Latest Date	Construction commences	16 June 2026	Completion of the project	10 August 2026			
Other Project Milestone	Milestone Latest Date									
Construction commences	16 June 2026									
Completion of the project	10 August 2026									

No.	Description	
7	Project Budgeted Costs Not applicable	
8	Reporting	
Report	Reporting Period	Report Due Date
(a) For each Reporting Period, a Progress Report	Each 3 month period ending on 31 March, 30 June, 30 September and 31 December in each year	The date falling 20 Business Days after the end of the Reporting Period
(b) An Acquittal Report	Not applicable	The date falling 3 months after the earlier of (a) the completion of the Project, (b) the Milestone Latest Date for the completion of the Project and (c) the cancellation, termination or expiry of this document
9	Initial conditions precedent to the first Funding Instalment	
	(a) The details of Recipient Bank Account.	
10	Further conditions precedent to each Funding Instalment	
	Not applicable.	

Schedule 2

Special Terms

1 Reporting

1.1 Definitions

In this document, these terms have the following meanings:

Acquittal Report A report, signed by the Accountable Officer (and if requested by the State, audited by an Auditor), containing the following details (subject to Special Term 1.2(c)):

- (a) description of the Project, the Project Milestones and Project Outcomes;
- (b) description of the governance and management of the Project and risks;
- (c) description of arrangements for future funding for Project (if applicable);
- (d) description of key learnings from the Project;
- (e) details of any upcoming media opportunities;
- (f) evidence that the Project is complete;
- (g) photographic evidence of any Works forming part of the Project being complete;
- (h) certification that the Funding was used for the Project;
- (i) a general ledger transaction report evidencing all payments and receipts in connection with the Project;
- (j) copies of all invoices and remittance advices in connection with the Project for amounts above a threshold amount notified by the State;
- (k) true and complete copies of the bank account statements for the Recipient Bank Account;
- (l) details of the extent to which each Project Milestone has been completed or not;
- (m) details of any interest that has accrued on the Funding paid to the Recipient;
- (n) details of any savings associated with the Project Costs;

	<ul style="list-style-type: none">(o) details of any upcoming media opportunities; and(p) copies of agreements entered into between the Recipient and any other party in relation to the Project, not previously provided to the State.
Progress Report	A report, for a Reporting Period, signed by the Accountable Officer, containing the following details (subject to Special Term 1.2(c)): <ul style="list-style-type: none">(a) details of the extent to which each Project Milestone has been completed or not;(b) details of the extent to which each Project Outcome has been achieved or not (including the results of the Project Measurements);(c) where a Project Milestone has not been completed by its Milestone Latest Date, details of the reasons and steps taken or proposed steps to remediate;(d) details of Project Milestones expected to be completed in the next Reporting Period;(e) where a Project Milestone has not been completed but its Milestone Latest Date has not passed or a Project Outcome has not been achieved, details of any potential risks to completion or achievement (including reasons and steps taken or proposed steps to remediate);(f) details of total actual expenditure to the end of the period and projected expenditure of Project Costs;(g) details of any upcoming media opportunities; and(h) copies of agreements entered into between the Recipient and any other party in relation to the Project, not previously provided to the State.
Report	A report referred to in Reference Item 8 (<i>Reporting</i>).
Report Due Date	For a Report, the date described as the 'Report Due Date' in Reference Item 8 (<i>Reporting</i>) for that Report.
Reporting Period	For a Report, the period described as the 'Reporting Period' in Reference Item 8 (<i>Reporting</i>) (if any) for that Report.
Start Date	The date of this document.
1.2 Reporting obligations	<ul style="list-style-type: none">(a) The Recipient must ensure that the State receives each Report by no later than the Report Due Date for that Report.(b) The Recipient must ensure that each Report is in a form acceptable to the State.

- (c) The State may provide the Recipient with reporting templates to assist the Recipient with its reporting obligations set out in this Special Term 1. Notwithstanding any of this Special Term 1, the State may amend the form of any Report (including by adding additional information requirements) at any time by notice to the Recipient.
- (d) To the extent that this Special Term 1 applies to an Acquittal Report, this Special Term 1 survives the cancellation, termination or expiry of any Funding Document.

2 Project Assets and Project Services

2.1 Definitions

In this document, these terms have the following meanings:

Project Asset Any good or item of property (including any interest in that good or item) that is acquired, created or otherwise brought into existence in connection with the Project using the Funding. It includes any goods or items of property that the State provides to the Recipient in connection with the Project.

Project Service Any service that is provided, created or otherwise brought into existence in connection with the Project using the Funding. It includes any services that the State provides to the Recipient in connection with the Project.

2.2 Procurement

Where the Recipient procures any Project Asset or Project Service from any person (other than the State), unless the State consents otherwise, the Recipient must:

- (a) ensure that all contracts having a value of:
 - (i) \$50,000 or less, are awarded on the basis that the Recipient has obtained at least three verbal quotes;
 - (ii) more than \$50,000 but less than or equal to \$250,000, are awarded on the basis that the Recipient obtained at least three written quotes; and
 - (iii) more than \$250,000, are awarded after a public tendering process; and
- (b) not 'contract split' or use other methods to avoid the intent of this Special Term.

2.3 Use of Project Asset or Project Service

Unless the State consents otherwise (not to be unreasonably withheld), the Recipient must:

- (a) not use any Project Asset or any Project Service other than for the purposes of the Project;
- (b) not create or permit to subsist any Security Interest over any Project Asset or any Project Service;
- (c) not sell, transfer or otherwise dispose of any Project Asset or any Project Service other than for the purposes of the Project;
- (d) if applicable, the Recipient must register each Project Asset in its name; and
- (e) maintain in good working order and condition (ordinary wear and tear excepted) and keep safe and secure all Project Assets.

This Special Term 2.3 survives the cancellation, termination or expiry of this document for a period of five years.

3 Child safeguarding

- (a) If the Project involves 'child-related work' (as that term is defined in the *Working with Children (Screening) Act 2004 (WA) (WWC Act)*) then:
 - (i) the Recipient must receive an assessment notice under section 12 of the WWC Act for each person who will undertake 'child-related work' in connection with the Project before that person commences work in connection with the Project; and
 - (ii) the Recipient must comply, and ensure that all persons in connection with the Project comply, with the provisions of the WWC Act, at all times.
- (b) A breach of Special Term 3(a) is an Event of Default.

4 Bank Accounts

- (a) The Recipient must:
 - (i) promptly open and thereafter maintain the Recipient Bank Account;
 - (ii) ensure that the Funding, any *GST refund* referable to the Project and other amounts to be applied toward the Project (including any interest which accrued on the amount) are promptly upon receipt paid into the Recipient Bank Account and thereafter remain standing to the credit of the Recipient Bank Account until the amounts are applied toward the Project; and
 - (iii) ensure that the Recipient Bank Account does not go into overdraft.

- (b) The Recipient must not enter into any arrangement under which the Funding or the benefit of the Recipient Bank Account may be applied, set-off or made subject to a combination of accounts.
- (c) If any interest accrues on the Funding and is paid to the Recipient, the State may direct the Recipient:
 - (i) to allocate and apply an amount equivalent to the interest towards Project Costs;
 - (ii) to pay an amount equivalent to the interest to the State; or
 - (iii) to retain an amount equivalent to the interest for its own purposes.
- (d) The Recipient must comply with any direction by the State pursuant to Special Term 4(c).

5 Project oversight

5.1 Development of Project Documents

- (a) The Recipient must promptly and in consultation with the State (including any State Monitor):
 - (i) develop a set of draft drawings, plans and specifications for the Project that the Recipient proposes to be the Project Specifications; and
 - (ii) propose a suitably qualified and experienced contractor to carry out the whole or any part of the Works and an agreement between the Recipient and the contractor to carry out the whole or any part of Works or a material part of the Project that the Recipient proposes to be a Project Document,

and submit each of the documents and information to the State for acceptance by no later than the date falling 10 days before the Milestone Latest Date specified in the relevant Reference Item.

- (b) If the State accepts:
 - (i) the draft documents referred to in Special Term 5.1(a)(i), the draft document is the Project Specifications; and
 - (ii) the contractor and the agreement referred to in Special Term 5.1(a)(ii), the agreement is a Project Document.
- (c) If the State does not accept any of the draft documents and information referred to in Special Term 5.1(a):
 - (i) the State may give notice to the Recipient of the reasons for not accepting the draft document or information; and
 - (ii) the Recipient must revise the draft document or information to address the reasons given by the State (if any) and resubmit the draft document or information to the State for acceptance by no

later than the date falling 10 Business Days after the State gives the notice referred to in Special Term 5.1(c)(i).

- (d) Following resubmission of any draft document or information pursuant to Special Term 5.1(c):
 - (i) if the State accepts any draft document or information, Special Term 5.1(b) applies to that document or information; and
 - (ii) if the State does not accept any draft document or information, it is a Cancellation Event.
- (e) If the State accepts any document or information submitted to it pursuant to Special Term 5.1(a), the State may amend any part of the Reference Items (other than Reference Item 1 (State) or Reference Item 2 (Recipient)) (including by adding, amending or deleting any part of any Reference Item) to reflect the documents and information accepted by the State (including the Project Specifications or the Project Documents, as applicable) in accordance with Special Term 5.1(f).
- (f) If this Special Term 5.1(f) applies, the State may give notice to the Recipient of the amended Reference Items (other than Reference Item 1 (State) or Reference Item 2 (Recipient)) (as applicable).
- (g) The parties must comply with this document as amended on and from the date specified in the notice referred to in Special Term 5.1(f) or, where there is no date specified, immediately.
- (h) Nothing in this Special Term limits the rights of the State under this document or at law.

5.2 Permitted amendments

Notwithstanding General Term 7.2(b), the Recipient may amend a Project Document where that amendment does not:

- (a) result in an increase in the Project Costs of more than \$20,000.00 in aggregate;
- (b) increase the time to achieve any Project Milestone by more than 20 Business Days for any single change nor more than 20 Business Days in aggregate nor, in any event, to a date being later than the Milestone Latest Date for that Project Milestone;
- (c) reduce the quality of the Works or render the Project unsuitable for the purpose for which it was originally intended; and
- (d) require any new Project Authorisation to be obtained or breach the terms or conditions of any existing Project Authorisation.

5.3 Project Milestone completion notice

For the Project Milestone relating to completion of the project, the Recipient must give the State notice of the expected Milestone Completion Date as soon as reasonably practicable before the Milestone Completion Date (and the

Recipient must use reasonable endeavours to give the notice no less than 10 Business Days prior to the Milestone Completion Date).

6 Step-in rights

6.1 Definitions

In this document, these terms have the following meanings:

Step-in Date	Has the meaning given in Special Term 6.2.
Step-in Notice	Has the meaning given in Special Term 6.2.
Step-in Period	The period starting on the Step-in Date and ending on the Step-out Date.
Step-out Date	Has the meaning given in Special Term 6.4(a).
Step-out Period	Has the meaning given in Special Term 6.4(a).

6.2 Step-in Notice

If an Event of Default subsists or the Recipient requests that the State exercises its rights under this Special Term, the State may, by giving notice to the Recipient (**Step-in Notice**), exercise its rights under this Special Term 6 on and from the date specified in the Step-in Notice or, where there is no date specified, immediately (**Step-in Date**).

6.3 Step-in Period

During a Step-in Period:

- (a) the State may take any step to manage and carry out the Project as determined by the State and having regard to the events or circumstances giving rise to the relevant Step-in Notice;
- (b) if the State makes any payment to any third party pursuant to Special Term 6.3(a), the amount of the payment will be taken to be Funding made to the Recipient for the purposes of this document;
- (c) the Recipient may not exercise any right or perform any obligation in relation to the Project or the Project Documents, other than as directed by the State;
- (d) the Recipient must provide all reasonable assistance and comply with any direction of the State to enable the State to exercise its rights under this Special Term 6 and manage and carry out the Project; and
- (e) the State is not obliged to pay any Funding to the Recipient.

6.4 Step-out Notice

- (a) At any time after the State has issued a Step-in Notice, the State may, by giving notice to the Recipient (**Step-out Notice**), cease exercising its rights under this Special Term 6 on and from the date specified in the Step-out Notice or, where there is no date specified, immediately (**Step-out Date**).

- (b) The Step-out Notice may specify that the whole or any part of any Funding Instalment not made to the Recipient is cancelled or reduced whereupon the Funding Instalment is cancelled or reduced (and the Total Funding is cancelled or reduced by the same amount) on and from the date specified in the notice or, where there is no date specified, immediately.
- (c) On and from the Step-out Date, the Recipient has all the rights that it had before the relevant Step-in Notice was given, except that all steps taken by the State under Special Term 6.3 during the Step-in Period will be taken to have been taken by the Recipient.
- (d) Nothing in this Special Term prevents the State from giving further Step-in Notices or limits the rights of the State under this document or at law.

6.5 Indemnity

- (a) The Recipient indemnifies, must keep indemnified, and holds harmless, the State and its officers, employees and agents against any Claim, Liability, costs, charges or expenses arising out of or relating to the State exercising or attempting to exercise a right or remedy in connection with this Special Term 6.
- (b) The Recipient releases the State and its officers, employees and agents from all Liability incurred by the Recipient in relation to the State exercising or attempting to exercise a right or remedy in connection with this Special Term 6 and agrees that it will not make a Claim against the State or any State Associate in relation to the State exercising or attempting to exercise a right or remedy in connection with this Special Term 6.
- (c) This Special Term 6.5 may be pleaded by the State or any State Associate as a bar to any proceedings commenced by the Recipient against them in relation to the State exercising or attempting to exercise a right or remedy in connection with this Special Term 6.

7 Additional Project Documents

No additional Project Documents.

8 Additional Funding Documents

No additional Funding Documents.

Schedule 3

General Terms (version July 2025)

Certain words and expressions are defined in General Term 22.

1 Funding available

1.1 Grant of Funding

Subject to the terms of this document, the State makes Funding available to the Recipient in an aggregate amount equal to the Total Funding.

1.2 Purpose

- (a) The Recipient must apply the Funding towards the Project and, if applicable, the Project Budgeted Costs, in accordance with this document. The Recipient may not apply the Funding for any other purpose.
- (b) The State is not bound to monitor or verify the application of any Funding.

1.3 No indexation

None of the Total Funding is subject to indexation.

2 Conditions precedent to Funding

The State will only be obliged to comply with General Term 3 (*Making Funding*) if on the date that the State is otherwise obliged to provide the Funding:

- (a) in the case of the first Funding, the State has received all of the documents and other evidence listed in Reference Item 9 (*Initial conditions precedent to the first Funding Instalment*), in form and substance acceptable to the State;
- (b) in the case of each Funding, the State has received all of the documents and other evidence listed in Reference Item 10 (*Further conditions precedent to each Funding Instalment*) for that Funding, in form and substance acceptable to the State; and
- (c) no Default nor Cancellation Event is continuing or would result from the Funding.

3 Making Funding

- (a) If the conditions set out in this document have been met, the State must provide each Funding Instalment for each Funding Milestone by no later than the date falling 40 Business Days after the date that the conditions precedent in General Term 2 (*Conditions precedent to Funding*) for that Funding Instalment and Funding Milestone were first met.
- (b) The payment of the Funding under this document at any time is conditional upon the State determining that it has sufficient monies available for the making of the Funding in whole or in part, at that time.

4 Representations

The Recipient makes the representations and warranties set out in this General Term 4 (*Representations*) to the State on the date of this document (except to the extent that the Recipient has disclosed to the State and the State has given its prior consent to the matter disclosed):

4.1 Status

- (a) It is a corporation, duly incorporated and validly existing under the laws of its jurisdiction of incorporation.
- (b) It has the power to own its assets and carry on its business as it is being conducted.

4.2 Binding obligations

The obligations expressed to be assumed by it in each Material Document to which it is a party are (subject to any necessary stamping and Authorisations, equitable principles and laws generally affecting creditors' rights) legal, valid, binding and enforceable obligations, admissible in evidence in its jurisdiction of incorporation and all such Authorisations have been obtained or effected and are in full force and effect.

4.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Material Documents do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets where to do so would or is reasonably likely to be materially adverse to the interests of the State under the Material Documents,

and, other than as notified to the State in accordance with General Term 11.1(a), does not give rise to any actual, perceived or potential conflict of interest for the Recipient or its officers or any of its employees, agents, contractors or volunteers connected to the Project.

4.4 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Material Documents to which it is a party and the transactions contemplated by those Material Documents.

4.5 No default

No Event of Default nor Cancellation Event is continuing or might reasonably be expected to result from providing any Funding or the entry into, the performance of, or any transaction contemplated by, any Material Document.

4.6 Disclosure

- (a) It has disclosed in writing to the State all facts known to it which it believes would reasonably be expected to be material to its ability to perform its obligations under the Material Documents.
- (b) Any factual information provided by or on behalf of it (excluding projections) in writing to the State in connection with the Material Documents and the transactions they contemplate was true and accurate in all material respects and not misleading as at the date it was provided or as at the date (if any) at which it is stated.

4.7 No proceedings

- (a) No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency nor any investigations by any Governmental Agency nor any audit qualification are (to the best of its knowledge and belief) current, threatened or pending against it which are reasonably likely to be determined adversely and if adversely determined, would reasonably be expected to have a Material Adverse Effect.
- (b) No judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any Governmental Agency has (to the best of its knowledge and belief) been made against it and which has or is reasonably likely to have a Material Adverse Effect.
- (c) Neither the Recipient nor any officer of the Recipient has been convicted of a criminal offence that is punishable by imprisonment or detention.

4.8 Contact Officer

Any person specified as a Contact Officer is authorised to sign and give notices on its behalf except where it has previously notified the State that the authority has been revoked.

4.9 GST status

The Recipient is either registered for GST or not registered for GST, as specified in Reference Item 2 or as most recently notified by the Recipient to the State under General Term 5.1(a).

4.10 Trust

- (a) If the Recipient is not described in Reference Item 2 (*Recipient*) as acting as trustee of a trust, it does not enter into any Material Document as trustee of any trust.
- (b) If the Recipient is described in Reference Item 2 (*Recipient*) as acting as trustee of the Trust
 - (i) it is the only trustee of the Trust and (to the best of its knowledge and belief) no action has been taken to remove it as trustee of the Trust or to appoint an additional trustee to the Trust;
 - (ii) it has the power under its Trust constituent documents and it has obtained all necessary Authorisations to enter into the Material Documents and the transactions they contemplate, exercise its rights under them and comply with its obligations in connection with them as trustee of the Trust and in doing so it has acted in the proper performance of its duties;
 - (iii) the Trust is properly constituted and no action has been taken to terminate or resettle the Trust;
 - (iv) each copy of its Trust constituent documents given to the State on or before the date of this document is a true and up to date copy and discloses all the terms of the Trust, other than those implied by law and constitute legal, valid, binding and enforceable obligations of the parties to them; and
 - (v) it has the right to be indemnified and reimbursed out of the Trust assets to satisfy its obligations arising under or in connection with the Material Documents to which it is a party and the transactions they contemplate without reduction or restriction.

4.11 Repetition

The representations and warranties are deemed to be made by the Recipient by reference to the facts and circumstances then existing on each day until the cancellation, termination or expiry of this document.

5 Information undertakings

5.1 Provide information

The Recipient must provide to the State:

- (a) notice of any change to the GST registration status of the Recipient, promptly (and no later than 5 Business Days) after becoming aware of its occurrence;
- (b) notice of any Default or Cancellation Event (and the steps, if any, being taken to remedy it), promptly upon becoming aware of its occurrence;

- (c) notice if, in the opinion of the Recipient, the Recipient will not, or is unlikely to, comply with any provision of any Funding Documents, promptly upon becoming aware of its occurrence;
- (d) the details of any litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency or any investigations by any Governmental Agency or any audit qualification which are current, threatened or pending against it, and which, if adversely determined, would reasonably be expected to have a Material Adverse Effect, promptly upon becoming aware of them;
- (e) the details of any judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any Governmental Agency or other regulatory body which is made against it and which has or is reasonably likely to have a Material Adverse Effect, promptly upon becoming aware of them;
- (f) the details of any fraud, corruption or unlawful or malicious act or omission with regards to the Project, the Funding, any Material Document (including any transactions contemplated in those documents) or, in general, by any of its officer or by any of its employees, agents, contractors or volunteers connected to the Project, promptly upon becoming aware of its occurrence; and
- (g) such further information or records regarding its financial condition, business or operations, the Project (including implementation, performance and progress), any Material Document (including any transactions contemplated in those documents), any subcontracting arrangements for the Project, the availability or timing of other funding for the Project, Funding expenditure or the Project Costs, as the State may reasonably request, promptly following request.

5.2 Meeting

If the State requests that the Recipient attend a meeting (on reasonable notice, at a reasonable time and at a reasonable location), the parties must attend and participate in good faith in that meeting to discuss any item referred to in General Term 5.1(g). The Recipient must be represented by its Contact Officer and any other person that the State requests (acting reasonably).

5.3 Keep records

The Recipient must:

- (a) keep and maintain accurate, complete, up-to-date, properly detailed information and written records of income, funding, expenditure, works, activities, progress, setbacks, problems and business and commercial arrangements and dealings in connection with the Project or any Material Document (including any transactions contemplated in those documents) and ensure that financial statements can be prepared in accordance with GAAP; and

- (b) ensure that an Auditor can audit the records required in General Term 5.1 and this General Term 5.3 in accordance with Australian Auditing Standards.

6 General undertakings

6.1 Authorisations

The Recipient must promptly obtain, comply with and do all that is necessary to maintain in full force and effect any Authorisation required under any law or regulation of a relevant jurisdiction:

- (a) to enable it to perform its obligations under the Material Documents and to ensure the legality, validity, enforceability or admissibility in evidence of any Material Document;
- (b) to own its assets and carry on its business as it is being conducted; and
- (c) to carry out the Project.

6.2 Compliance with laws and policies

- (a) The Recipient must comply in all respects with all laws which are relevant to the Project or any Material Document (including any transactions contemplated in those documents). The Recipient must comply in all material respects with all other laws.
- (b) The Recipient must, in carrying out its obligations under any Funding Document, comply with any of the government policies of the State (in any capacity) as notified, referred or made available by the State to the Recipient (including by reference to an internet site) from time to time.

6.3 Use of Funding

Notwithstanding General Term 1.2(a), the Recipient must:

- (a) not create or permit to subsist any Security Interest over any Funding;
- (b) not use the Funding for investment purposes, to provide a loan to any person, to give any form of credit or other financial support;
- (c) not use any Funding for any purpose relating to any litigation, arbitration or administrative proceedings or investigations or any audit qualification or any judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any Governmental Agency or other regulatory body;
- (d) only spend Funding in a commercially prudent, sensible, efficient, effective and reasonable manner;
- (e) spend the Funding in accordance with any reasonable direction from the State;
- (f) ensure that no misappropriation of funds occurs; and

- (g) establish a separate account or cost centre within its financial system to record transactions associated with the Project and the Funding.

6.4 Conduct

The Recipient must:

- (a) carry out its obligations under the Funding Documents with integrity, good faith and probity in accordance with good corporate governance practices; and
- (b) cooperate fully with the State in the administration of the Funding Documents.

6.5 Trust

If the Recipient is described in Reference Item 2 (*Recipient*) as acting as trustee of the Trust, it must take all steps available to it to ensure it is actually indemnified out of its Trust assets to discharge any liability arising under or in connection with the Funding Documents or the transactions they contemplate when that liability is payable.

7 Project undertakings

7.1 Project

- (a) The Recipient must ensure that the Project is promptly commenced and is diligently carried out and is completed:
 - (i) in accordance with the Project Authorisations, applicable law, the Project Specifications, the Funding Documents and (to the extent not inconsistent with the Funding Documents) the Project Documents;
 - (ii) in a competent, diligent and professional manner, using materials of good quality which are fit for their respective purposes; and
 - (iii) otherwise in a manner acceptable to the State.
- (b) The Recipient must ensure that each Project Milestone occurs by no later than the Milestone Latest Date for that Project Milestone.
- (c) If the Recipient subcontracts any obligation under this document, the Recipient remains responsible for that obligation to the State.
- (d) The Recipient must ensure each of the State and its authorised representative has access to any property in connection with the Project, at all reasonable times and subject to compliance with any safety requirements, for the purpose of the Project.
- (e) The Recipient must not make any changes to the Project without the prior consent of the State.
- (f) The Recipient agrees that
 - (i) nothing in any Funding Document; and

- (ii) no act or omission (including any consent, approval, acceptance or satisfaction) by the State or any State Associate in connection with the Project or any Material Document (including any transactions contemplated in those documents) or any appointment in connection with the Project,
in any event, will:
 - (iii) constitute an endorsement by the State or its representatives of any goods or services provided to or by the Recipient, any Works or undertakings by or on behalf of the Recipient or the Project or any Project Document (including any transactions contemplated in those documents);
 - (iv) excuse the Recipient from the due performance of any of its obligations under the Material Documents; nor
 - (v) be acceptance of responsibility for, nor any representation to the Recipient about, the suitability, experience, or qualifications of any appointment nor any Project Document (including the transactions contemplated in those documents) nor the completion of any of the Works or the Project.

7.2 Project Documents

- (a) The Recipient must:
 - (i) exercise its rights and comply with its obligations under each Project Document, in all material respects; and
 - (ii) take all commercially reasonable steps to ensure (so far as this is within its control) that others comply with their obligations under each Project Document,
in a manner consistent with the Recipient's obligations under the Funding Documents and in a proper and timely manner.
- (b) The Recipient must not make or agree to any amendment, supplement, waiver, release or termination in respect of any Project Document without the prior consent of the State.
- (c) The Recipient must promptly:
 - (i) notify the State of any proposed amendment, supplement, waiver, release or termination in respect of any Project Document; and
 - (ii) supply to the State copies of any such amendment, supplement, waiver, release or termination made or given.

7.3 Project Costs

- (a) The Recipient is responsible for and must pay all Project Costs when due and payable.

- (b) If any savings associated with the Project Costs arise, the State may direct the Recipient:
 - (i) to reallocate and apply an amount of the savings to another Project Cost; or
 - (ii) to pay an amount equivalent to the savings to the State.
- (c) The Recipient must comply with any direction by the State pursuant to General Term 7.3(b).
- (d) The Recipient acknowledges that the Total Funding is the maximum total commitment towards the Project by the State (acting through the Department) and that the Recipient is responsible for any shortfall in funding to complete the Project.

7.4 Intellectual Property rights

- (a) Subject to General Term 7.4(b), the Intellectual Property Rights in the Project IP Material vests in the Recipient.
- (b) Nothing in this document affects the ownership of any Intellectual Property Rights in any Non-Project IP Material or State IP Material.
- (c) The State grants to the Recipient a non-exclusive, royalty-free licence to use, exploit, adapt, modify, publish, reproduce, communicate and distribute any State IP Material solely for the purpose of performing the obligations of the Recipient under this document. The Recipient must return or destroy (at the State's option) all State IP Material to the State at the cancellation, termination or expiry of this document.
- (d) The Recipient grants, and must ensure that any other owner of any Intellectual Property Rights in any Project IP Materials grants, to the State, an unconditional, irrevocable, perpetual, non-exclusive, free licence to use, exploit, adapt, modify, publish, reproduce, communicate, distribute and commercialise all Project IP Materials (including the right to sub-licence) (**State IP Licence**). Promptly following a request from the State, the Recipient must provide the State with a copy of the Project IP Material in the format that the State reasonably requests.
- (e) The Recipient represents and warrants that:
 - (i) it has the right to grant the State IP Licence;
 - (ii) the use of the Project IP Materials as contemplated in this document (including the grant of the State IP Licence) does not and will not infringe any Intellectual Property Rights of any person; and
 - (iii) in respect of any Project IP Material that comprises Intellectual Property Rights in paragraph (c) of that defined term, the Recipient has or will obtain the written consent from the author of those rights to the grant of the State IP Licence.

8 Insurance

8.1 Insurance cover

The Recipient must ensure that at all times from the date of the first Funding, insurance policies are taken out and thereafter maintained in full force and effect, which:

- (a) insure the Recipient in respect of its interests in the Project and the property, plant and machinery that it uses to carry out the Project (including for all commercial normal insurable risks of loss or damage) for their full replacement value;
- (b) provide for contractor's all risks insurance covering contractors and sub-contractors in respect of the Project;
- (c) provide for professional indemnity insurance covering contractors, sub-contractors and consultants with a design responsibility in respect of the Project;
- (d) include public liability and third party liability insurance;
- (e) include workers' compensation insurance; and
- (f) insure such other risks as a prudent and responsible person carrying out the same business or ordinary activities as the Recipient and the Project would insure,

in each case with a reputable insurer in the manner and to the extent which is in accordance with prudent and responsible practices having regard to the nature of the business or ordinary activities and assets of the Recipient and the Project (including all insurance required by applicable law).

8.2 Insurance policy requirements

The Recipient must provide:

- (a) a written statement by the Recipient of the applicable insurance cover held by the Recipient; and
- (b) a copy of any policy of insurance, a certificate of currency, and receipts for premiums in connection with any policy of insurance, promptly following a request from the State.

9 Indemnity and release

- (a) The Recipient indemnifies, must keep indemnified, and holds harmless, the State and its officers, employees and agents against any Claim or Liability arising out of or relating to:
 - (i) any breach of any Funding Document by the Recipient;
 - (ii) any act or omission of the Recipient or its officers, employees, agents, contractors or volunteers which relates to the Project or

any Material Document (including any transactions contemplated in those documents); or

(iii) any breach of a law by the Recipient or any of its officers, employees, agents, contractors or volunteers which relates to the Project or any Material Document (including any transactions contemplated in those documents).

(b) The State is not responsible for the success or otherwise of the Project or for any Losses suffered or incurred by the Recipient in undertaking the Project.

(c) The Recipient releases the State and its officers, employees and agents from all Liability incurred by the Recipient in relation to the Project or any Material Document (including any transactions contemplated in those documents) and agrees that it will not make a Claim against the State or any State Associate in relation to the Project or any Material Document (including any transactions contemplated in those documents).

(d) This General Term 9 may be pleaded by the State or any State Associate as a bar to any proceedings commenced by the Recipient against them in relation to the Project or any Material Document (including any transactions contemplated in those documents).

10 Co-operation

Without limiting any other obligation of the Recipient under any Funding Document, the parties must:

- (a) work co-operatively at the senior management and officer levels;
- (b) maintain open communication, both formal and informal, to progress the objectives of the Material Documents, to enhance the knowledge of the parties in service delivery practices and to ensure effective expenditure of public moneys;
- (c) share information and knowledge as practicable; and
- (d) advise any shared stakeholders about arrangements between the parties.

11 Conflicts of interest and probity

11.1 Conflicts of interest

(a) If any actual, perceived or potential conflict of interest for the Recipient or its officer or its employees, agents, contractors or volunteers connected to the Project arises, the Recipient must

(i) promptly notify the State that the conflict of interest has arisen and provide full details; and

- (ii) take steps, in consultation with the State, to resolve or otherwise deal with the conflict of interest, to the State's satisfaction.
- (b) The Recipient must not offer or give or agree to give any State Associate any gift or consideration of any kind as an inducement or reward for doing or forbearing to do any act in relation to the entering into or performance of any Funding Document (including any transactions contemplated in those documents).
- (c) If:
 - (i) the Recipient or any of its officers, employees, agents, contractors or volunteers has employed, engaged or has otherwise involved any person, directly or indirectly, in connection with any Funding Document; and
 - (ii) that person is required to be registered as a 'lobbyist' in accordance with the *Integrity (Lobbyist) Act 2016* (WA),

the Recipient must ensure that that person is duly registered as a 'lobbyist' and has fully complied with its obligations under it in connection with any Funding Document

11.2 **Probity**

- (a) If the Recipient considers that a Probity Event has occurred or may occur, the Recipient must promptly notify the State including a description of the event or circumstances giving rise to the occurrence (or possible occurrence) of the Probity Event.
- (b) The State may enquire with the Recipient in relation to any event or circumstances which in the opinion of the State may constitute a Probity Event by giving notice to the Recipient and the Recipient must provide the State with full details of the event or circumstances or other matters requested by the State promptly, and in any event no later than five Business Days following a notice under this General Term 11.2(b).
- (c) At any time following a notice under General Term 11.2(a) or General Term 11.2(b), if the State considers, on reasonable grounds, that a Probity Event has occurred, the State may issue a notice to the Recipient requiring a meeting on or before a specified date. By no later than the specified date, the Recipient must meet with the State in good faith and discuss the relevant event, circumstances or matters to agree on a course of actions (including a timeframe) to be taken by the Recipient to resolve such Probity Event. If the parties agree on a course of action, then the Recipient must ensure that the actions are taken within the timeframe.
- (d) If:
 - (i) the Recipient fails to attend the meeting referred to in General Term 11.2(c); or

- (ii) the parties are unable to agree on a course of actions (including a timeframe) within five Business Days of the meeting referred to in General Term 11.2(c),

then the State may give notice to the Recipient setting out the course of actions (including timeframe) that the State requires the Recipient to take to address the adverse effects of the Probity Event which may include any of the following:

- (iii) terminating any contract, arrangement or understanding;
- (iv) procuring that a person ceases to have shares, membership interests, entitlements, contracts, arrangements, understandings, significant influence or power of control over the Recipient; or
- (v) removing a person from any involvement with the Project.

12 Review

- (a) The State may carry out, or appoint a third party reviewer to carry out, a Review at any time.
- (b) If the State exercises its rights under General Term 12(a):
 - (i) the State will notify the Recipient that the State has exercised its rights; and
 - (ii) the Recipient must do everything in its power to ensure any Review can be carried out promptly, completely and accurately. Without limitation, it must co-operate fully with the Review and ensure that the State and its reviewer are given access to all premises and records of the Recipient and are given all information concerning the Recipient which they require from time to time.

13 Events of Default

Each of the events or circumstances set out in this General Term 13 is an Event of Default.

13.1 Non-compliance

- (a) The Recipient does not comply with General Term 7.1(b).
- (b) The Recipient persistently, regularly, consistently or continually does not comply with any provision of the Funding Documents.
- (c) In the opinion of the State (acting reasonably), the Recipient will not, or is unlikely to, comply with any provision of the Funding Documents.
- (d) The Recipient does not comply with any provision of the Funding Documents (other than a provision contained in General Term 7.1(b)) or with any condition of any waiver or consent by the State under or in

connection with any Funding Document which the Recipient has accepted as a condition.

- (e) No Event of Default under General Term 13.1(d) will occur if the failure to comply is capable of remedy and is remedied within 10 Business Days of the State giving notice to the Recipient.

13.2 Misrepresentation

- (a) Any representation or statement made or deemed to be made by the Recipient in the Funding Documents is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.
- (b) No Event of Default under General Term 13.2(a) will occur in relation to a representation or statement made or deemed to be made if the incorrect or misleading representation or statement is capable of remedy and is remedied within 10 Business Days of the State giving notice to the Recipient.

13.3 Insolvency

An Insolvency Event occurs in relation the Recipient.

13.4 Unlawfulness and invalidity

Due to any act or omission of the Recipient:

- (a) it is or becomes unlawful for any party to perform any of its obligations under the Funding Documents; or
- (b) a provision of a Funding Document is not or ceases to be legal, valid, binding, enforceable or effective (or is alleged to be so by a party to it (other than the State)) and the cessation has a Material Adverse Effect.

13.5 Cessation or abandonment

- (a) The Recipient suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business or ordinary activities.
- (b) The Recipient abandons all or a significant part of the Project.
- (c) No Event of Default under General Term 13.5(b) will occur if the Project Business Case provides for a projected abandonment period and the actual abandonment period does not exceed the projected abandonment period.

13.6 Criminal activity

- (a) Any officer of the Recipient is convicted of a criminal offence that is punishable by imprisonment or detention.
- (b) The Recipient is convicted of a criminal or statutory offence that is punishable by a fine or penalty of \$10,000 or more.

13.7 Conflict of interest or Probity Event

- (a) If the Recipient does not comply with General Term 11.1(a) or the conflict of interest (as notified to the State under General Term 11.1(a)) is not resolved or otherwise dealt with to the State's satisfaction.
- (b) The Recipient fails to comply with a course of action agreed under General Term 11.2(c) or notified to the Recipient under General Term 11.2(d).
- (c) A Probity Event occurs which, in the opinion of the State, is not capable of resolution.
- (d) Any event or circumstance occurs which, in the opinion of the State, has or is reasonably likely to have a material adverse effect on the reputation of the State (in any capacity) in connection with the Project or any Material Document (including any transactions contemplated in those documents).

13.8 Trust

If the Recipient is described in Reference Item 2 (*Recipient*) as acting as trustee of the Trust, the Trust is terminated or wound up or a resolution is passed or an order is made or the Recipient is obliged to terminate or wind up the Trust.

13.9 Material Adverse Effect

Any event or circumstance occurs which, in the opinion of the State, has or is reasonably likely to have a Material Adverse Effect.

13.10 Other Event of Default

Any event or circumstance which is an 'Event of Default' in the Special Terms or any Funding Document.

14 Cancellation Events

Each of the events or circumstances set out in this General Term 14 is a Cancellation Event.

14.1 Unlawfulness and invalidity

- (a) It is or becomes unlawful for any party to perform any of its obligations under the Funding Documents; or
- (b) a provision of a Funding Document is not or ceases to be legal, valid, binding, enforceable or effective (or is alleged to be so by a party to it (other than the State)) and the cessation has a Material Adverse Effect, other than due to any act or omission of the Recipient.

14.2 Force Majeure

A Force Majeure which results in the Recipient being prevented or delayed from performing any of its obligations under this document for a period of more than 6 months.

14.3 Change in law

There is a change in law or government policy applicable to any Funding Document.

14.4 Other Cancellation Event

Any event or circumstance which is a 'Cancellation Event' in the Special Terms or any Funding Document.

15 Rights on particular events

15.1 Rights trigger

- (a) On and at any time after the occurrence of an Event of Default which is continuing:
 - (i) the State may, by notice to the Recipient, exercise any of the Cancellation Rights and the Repayment Rights; and
 - (ii) the State has no further obligation to pay the Recipient any part of the Total Funding which has not yet been paid to the Recipient.
- (b) On and at any time after the occurrence of a Cancellation Event which is continuing, the State may, by notice to the Recipient, exercise any of the Cancellation Rights.
- (c) If the State makes a determination under General Term 3(b), the State may (acting reasonably), by notice to the Recipient, exercise any of the Cancellation Rights.

15.2 Cancellation Rights

- (a) If the State is entitled to exercise any Cancellation Rights or any Repayment Rights, the State may, do any or all of the following:
 - (i) terminate any Funding Document, in whole or in part, whereupon the document or that part of the document terminates on and from the date specified in the notice (**Cancellation Notice**) or, where there is no date specified, immediately (**Cancellation Date**);
 - (ii) if the State gives a Cancellation Notice to the Recipient, demand repayment to the State of any Funding, in whole or in part, paid to the Recipient (including any interest which accrued on that Funding) and that has not been spent or committed in accordance with this document by the Cancellation Date specified in the Cancellation Notice, and the Recipient must repay that amount to the State by the date falling 20 Business Days after the Cancellation Date specified in the Cancellation Notice (or such later repayment date, if any, specified in the Cancellation Notice);
 - (iii) suspend the performance of any Funding Document, in whole or in part, whereupon the State is no longer obliged to perform its obligations under any Funding Document or that part of any

Funding Document on and from the date specified in the notice or, where there is no date specified, immediately;

- (iv) cancel or reduce any unpaid Funding Instalment, in whole or in part, whereupon that amount of the Funding Instalment is cancelled or reduced (and the Total Funding is cancelled or reduced by the same amount) on and from the date specified in the notice or, where there is no date specified, immediately; or
- (v) amend any part of the Reference Items (other than Reference Item 1 (*State*) or Reference Item 2 (*Recipient*)) (including by adding, amending or deleting any part of any Reference Item) to mitigate the event or circumstance giving the State the right to exercise a Cancellation Right (in the State's determination) in accordance with General Term 15.2(b).

- (b) If this General Term 15.2(b) applies, the State may give notice to the Recipient of the amended Reference Items (other than Reference Item 1 (*State*) or Reference Item 2 (*Recipient*)) (as applicable).
- (c) The parties must comply with this document as amended on and from the date specified in the notice referred to in General Term 15.2(a)(v) or, where there is no date specified, immediately.

15.3 Repayment Rights

If the State is entitled to exercise any Repayment Rights and the State gives a Cancellation Notice to the Recipient, the State may, by notice to the Recipient, demand repayment to the State of any Funding, in whole or in part, paid to the Recipient (including any interest which accrued on that Funding) and that has been spent or committed and the Recipient must repay that amount to the State by the date falling 20 Business Days after the Cancellation Date specified in the Cancellation Notice (or such later repayment date, if any, specified in the Cancellation Notice).

15.4 Repayment or cancellation of Funding

If:

- (a) any Funding paid to the Recipient (including any interest which accrued on that Funding) has not been spent or committed in accordance with this document as at the cancellation, termination or expiry of this document;
- (b) any Funding paid to the Recipient (including any interest which accrued on that Funding) cannot, by reconciliation or audit of the records maintained by the Recipient or as reported by the Recipient to the State, be shown to the satisfaction of the State to have been spent or committed in accordance with this document;
- (c) any Funding paid to the Recipient (including any interest which accrued on that Funding) is additional to the requirements of the Project; or

- (d) any unpaid Funding Instalment, in whole or in part, is additional to the requirements of the Project,
the State may, by notice to the Recipient:
 - (e) in the case of paragraph (a) to paragraph (c):
 - (i) require the Recipient to repay that amount to the State; or
 - (ii) require the Recipient to deal with that amount as directed by the State,
 - and the Recipient must do so by the date falling 20 Business Days after the date of the notice (or such later date, if any, specified in the notice); or
 - (f) in the case of paragraph (d), cancel or reduce any unpaid Funding Instalment by that additional amount. If any Funding Instalment is cancelled or reduced, the Total Funding is also cancelled or reduced by the same amount.

15.5 Continuing performance

If the State terminates any Funding Document or suspends performance of any Funding Document, in part, each party must continue to perform its obligations that are not terminated or suspended.

15.6 No limitation

Nothing in this General Term 15 limits the rights of the State under this document or at law.

16 Payments

- (a) If the State is obliged to make any payment to the Recipient under this document, the State must make the payment by electronic funds transfer to the Recipient Bank Account.
- (b) If the Recipient is obliged to make any payment to the State under this document, the Recipient must make the payment to the State in the manner that the State notifies to the Recipient from time to time.
- (c) All amounts payable under this document must be paid in Australian dollars.
- (d) If a party accepts a payment under this document in a currency other than Australian dollars, that payment will not satisfy the amount due for payment except to the extent that the accepting party could in the ordinary course of its business buy with the payment received Australian dollars for the total amount due for payment (after the deduction of all costs relating to the purchase) within a reasonable time of receipt.
- (e) If the Recipient fails to pay any amount payable by it under any Funding Document on its due date and in the manner provided in the Funding Document, the Recipient must pay the State interest on such sum from

the due date of payment until but excluding the date such sum is paid in full (both before and after judgment), at the rate that is 6.00% (per annum) above the cash rate target (per annum) last published by the Reserve Bank of Australia, calculated on the actual number of days elapsed on the basis of a 365 day year. Interest accrues and compounds daily and is payable on demand.

- (f) A party may appropriate any payment towards the satisfaction of any money payable by the other party in relation to this document in any way that the first-mentioned party decides and despite any purported appropriation by the other party.
- (g) The State may, but need not, set off any matured obligation due from the Recipient to the State under the Funding Documents against any obligation owed (whether matured or not) by the State to the Recipient.

17 Tax

17.1 GST general

- (a) Expressions relating to *GST* or the *GST Act*, set out in italics in this document, bear the same meaning as those expressions in the *GST Act*.
- (b) The Recipient agrees to pay all taxes, duties and government charges imposed or levied in Australia in connection with the performance of this document, except as provided by this document.
- (c) If *GST* is payable by a supplier on any *supply* made under this document, the *recipient* of the *supply* will pay to the supplier an amount equal to the *GST* payable on the *supply*, in addition to and at the same time that the *consideration* for the *supply* is to be provided under this document.
- (d) If the Recipient is not registered for *GST* and does not have an Australian Business Number, the Recipient must investigate their eligibility to obtain an Australian Business Number with the Australian Tax Office. If the Recipient does not have an Australian Business Number, an amount of each Funding Instalment will be withheld and forwarded to the Australian Tax Office on behalf of the Recipient, as per tax legislation.

17.2 Recipient created tax invoice

- (a) If the Recipient is registered for *GST*, the State may raise a *recipient created tax invoice* for any Funding Instalment. If so, this General Term 17.2 applies to govern the terms of the *recipient created tax invoice*.
- (b) If this General Term 17.2 applies:
 - (i) if any *supply* is made by the Recipient after the date of this document in connection with the Funding, the State may issue a

recipient created tax invoice in respect of the *supply* and the Recipient will not issue a *tax invoice* in respect of that *supply*;

- (ii) the Recipient and the State may agree that the provisions of the agreement to use *recipient created tax invoices* will not apply in respect of a particular *supply*, in which case the Recipient must issue a *tax invoice* in respect of that *supply*; and
- (iii) the State or the Recipient may terminate an agreement to use *recipient created tax invoices* at any time by giving notice to the other party.

17.3 Duty

- (a) As between the parties, the Recipient is liable for, must pay, and indemnify the other party for, all stamp duty, duty, or like duties or imposts (**Duty**) (including any fine, interest or penalty) payable or assessed on or in connection with:
 - (i) any Funding Document;
 - (ii) any document executed under or required by or contemplated by any Funding Document; and
 - (iii) any transaction evidenced, effected or contemplated by a document referred to in General Term 17.3(a)(i) or General Term 17.3(a)(ii).
- (b) If a party other than the Recipient pays any Duty referred to in General Term 17.3(a) (including any fine, interest or penalty), in whole or in part, the Recipient must reimburse the paying party without set-off or deduction immediately on demand.

18 Notices

18.1 General

A notice, demand, certification, process or other communication relating to any Funding Document must be in writing in English and, where to be given by a party, must be given by that party's Contact Officer or other authorised signatory. If the receiving party requests the sending party to provide evidence of a signatory's authority (acting reasonably), the sending party must promptly provide such evidence.

18.2 How to give a communication

In addition to any other lawful means, a communication relating to any Funding Document may be given by being:

- (a) personally delivered;
- (b) left at the party's current delivery address for notices;
- (c) sent to the party's current postal address for notices by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or

- (d) emailed to the current email address for notices (as a portable document format file).

18.3 Particulars for delivery of notices

- (a) The particulars for delivery of notices relating to any Funding Document for a party are initially set out in the Reference Item for that party.
- (b) Any party may change its particulars for delivery of notices relating to any Funding Document by no less than five Business Days' notice to the other party.

18.4 Communications by post

Subject to General Term 18.6, a communication relating to any Funding Document is given if posted:

- (a) within Australia to an Australian postal address, seven Business Days after posting; or
- (b) outside of Australia to an Australian postal address or within Australia to an address outside of Australia, ten Business Days after posting.

18.5 Communications by email

Subject to General Term 18.6, a communication relating to any Funding Document sent by email is taken to be received at the time the email was sent, as recorded on the device from which the sender sent the email (provided the sender does not receive a delivery failure message).

18.6 After hours communications

If a communication relating to any Funding Document is given:

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is not a Business Day in the place of receipt,

it is taken as having been given at 9.00 am on the next Business Day.

18.7 Process service

Any process or other document relating to litigation, administrative or arbitral proceedings relating to any Funding Document may be served by any method contemplated by this General Term 18 or in accordance with any applicable law.

18.8 Contact Officer

- (a) Each party must ensure that, at all times, an officer or employee is appointed as a Contact Officer in relation to the Funding Documents.
- (b) Each party acknowledges that a Contact Officer for a party is authorised to act for that party in relation to any Funding Document and is the first point of contact for the other party in relation to any disputes or other matters arising under any Funding Document.
- (c) The details of each party's nominated Contact Officer as at the date of this document are set out in the Reference Item for that party.

- (d) Any party may change its nominated Contact Officer by no less than five Business Days' notice to the other party.

19 Freedom of Information and Auditor General

- (a) Each Funding Document and any information regarding it is subject to the *Freedom of Information Act 1992* (WA).
- (b) The State may publicly disclose information in relation to any Funding Document, including its terms and the details of the Recipient in accordance with the *Freedom of Information Act 1992* (WA).
- (c) Notwithstanding any provision of any Funding Document, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* (WA) and the *Auditor General Act 2006* (WA) are not limited nor affected by any Funding Document.
- (d) The Recipient must allow the Auditor General or an authorised representative of the Auditor General to have access to and examine the Recipient's records and information concerning any Funding Document.

20 Confidentiality

20.1 Confidential Information

- (a) Each party agrees not to disclose any Confidential Information of a disclosing party except that the receiving party may disclose:
 - (i) to any officer, employee, agent, contractor or advisor of the receiving party solely in order for the receiving party to exercise its rights or perform its obligations under this document;
 - (ii) in the case of the State as the receiving party, to any State Associate;
 - (iii) to any person to whom information is required or requested to be disclosed by any court or tribunal of competent jurisdiction or parliament or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;
 - (iv) to any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;
 - (v) to any person to whom information is required to be disclosed in connection with any insurance; or
 - (vi) to any person with the consent of the disclosing party, such Confidential Information as the receiving party considers appropriate provided that any person to whom the Confidential Information is to be given is informed in writing of its confidential nature

except where the person is subject to obligations to maintain confidentiality of the information or (in the case of paragraph (ii) to paragraph (v)) where, in the opinion of the receiving party, it is not practicable so to do in the circumstances.

- (b) Notwithstanding General Term 20.1(a), the State may publicly disclose the identity of the Recipient, the Total Funding and a description of the Project.

20.2 Personal Information

The Recipient must comply with all laws relating to personal information and privacy including (as applicable) under the *Privacy Act 1988* (Cth) and the *Privacy and Responsible Information Sharing Act 2024* (WA).

20.3 Publicity

- (a) Except as required by law, the Recipient must not make any public announcement, press release, promotion relating to the negotiations of the parties or the existence, subject matter or terms of any Funding Document without the prior written consent of the State.
- (b) If the State gives its consent under General Term 20.3(a):
 - (i) any Project or publication including presentations, signage, articles, newsletters or other literary works relating to the Project must:
 - (A) give equal representation to the parties in the display of logos and party names where agreed and as deemed appropriate; and
 - (B) be consistent with the Department's Marketing, Communications and Acknowledgements Guidelines (see <https://cits.wa.gov.au/playon-wa-guidelines> or such other website as the Department notifies to the Recipient for this purpose from time to time); and
 - (ii) the respective roles of the parties must be acknowledged at relevant forums, conferences, and project launches where the Project is promoted.
- (c) The Recipient must remove all references to the Department or the State and all Department or State logos from all programs, promotional material and other printed or electronic material and publications relating to the whole or any part of the Project promptly following notice from the State.

21 General

21.1 Relationship between the parties

- (a) This document is not intended to create a partnership, joint venture, agency relationship or employment relationship between the parties.

- (b) No party is authorised to legally commit or represent the other party in any way.
- (c) Neither the State nor any State Associate has given any representation or warranty or other assurance to the Recipient in relation to the Funding Documents and the transactions they contemplate, including as to tax or other effects. The Recipient has not relied on any of them or on any conduct (including any recommendation) by any of them. The Recipient has had the opportunity to obtain their own tax and legal advice.
- (d) Nothing in any Funding Document relieves the Recipient from performing any obligation under any Funding Document or complying with any law because of:
 - (i) the grant or withholding of any Authorisation or the exercise or non-exercise of any right of the State (in any capacity); or
 - (ii) the payment to, or withholding of any payment from, the Recipient under any Funding Document.
- (e) Nothing in any Funding Document has the effect of fettering the exercise of any executive or statutory right, power, duty or function by the State or any State Associate.

21.2 Amendment

A Funding Document may only be amended or replaced in accordance with that Funding Document or otherwise by a document executed by the parties to that Funding Document.

21.3 Waiver and exercise of rights

- (a) No failure to exercise, nor any delay in exercising, on the part of the State, any right or remedy under a Funding Document operates as a waiver of any such right or remedy or constitute an election to affirm any of the Funding Documents.
- (b) No election to affirm any Funding Document on the part of the State is effective unless it is in writing.
- (c) No single or partial exercise of any right or remedy prevents any further or other exercise or the exercise of any other right or remedy.
- (d) The rights and remedies provided in each Funding Document are cumulative and not exclusive of any rights or remedies provided by law.
- (e) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

21.4 Consents

Except as expressly stated otherwise in any Funding Document, the State may conditionally or unconditionally give or withhold any consent, approval or acceptance to be given or make any determination or exercise any right under

the Funding Document, in its absolute discretion, and is not obliged to give its reasons for doing so.

21.5 Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to any Funding Document and to perform its obligations under it.

21.6 Assignment and change of control

- (a) The Recipient may not assign, novate, encumber or deal with any right or obligation under any Funding Document without the prior consent of the State. Any purported dealing in breach of this General Term is of no effect.
- (b) The Recipient must ensure that there is no material change in the legal or beneficial ownership, management or control of the Recipient, directly or indirectly, without the prior consent of the State.
- (c) The State may assign, novate, encumber or deal with any right or obligation under any Funding Document without the consent of the Recipient. The State may change the department or Governmental Agency through which it acts under any Funding Document by notice to the Recipient.

21.7 Capacity of Recipient

If the Recipient is described in Reference Item 2 (*Recipient*) as acting as trustee of the Trust:

- (a) the Recipient is liable under the Funding Documents to which it is a party, as trustee of the Trust and in its own right; and
- (b) a reference in any Funding Documents to:
 - (i) the Recipient includes the Recipient as trustee of the Trust and the Recipient in its own right; and
 - (ii) the Recipient's property includes property owned by the Recipient as trustee of the Trust and property owned by the trustee in its own right.

21.8 References to Recipient

- (a) If two or more Recipients are expressed to be parties to any Funding Document:
 - (i) a reference to a Recipient is a reference to each Recipient severally as well as to all Recipients jointly; and
 - (ii) the Funding Document binds all Recipients jointly and each Recipient severally.
- (b) If only one Recipient is expressed to be a party to any Funding Document references to 'a Recipient', 'the Recipients', 'each Recipient', 'any Recipient' and 'the relevant Recipient' must be construed as a reference to the single Recipient.

21.9 Counterparts

Unless expressed to the contrary, each Funding Document may be executed in any number of counterparts, with signatures appearing on different counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Funding Document. A party who has executed a counterpart of a Funding Document may exchange it with another party to that Funding Document by faxing, or by emailing a pdf (portable document format) copy of, the executed counterpart to that other party.

21.10 Entire understanding

- (a) The Funding Documents contain the entire understanding between the parties as to the subject matter of the Funding Documents.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of the Funding Documents are merged in and superseded by the Funding Documents and are of no effect. No party is liable to any other party in respect of those matters.
- (c) No oral explanation or information provided by any party to another:
 - (i) affects the meaning or interpretation of any Funding Document; or
 - (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

21.11 Severability

Any provision of a Funding Document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make the Funding Document enforceable, unless this would materially change the intended effect of the Funding Document.

21.12 Survival

The following clauses of this document survive the cancellation, termination or expiry of any Funding Document:

- (a) General Term 5.3 (*Keep records*) for a period of seven years or such longer period for retaining records as may be required by law;
- (b) General Term 7.4 (*Intellectual Property rights*);
- (c) General Term 8 (*Insurance*) for a period of six years;
- (d) General Term 9 (*Indemnity and release*);
- (e) General Term 12 (*Review*) for a period of five years;
- (f) General Term 15 (*Rights on particular events*);
- (g) General Term 16 (*Payments*);
- (h) General Term 17 (*Tax*);
- (i) General Term 18 (*Notices*);
- (j) General Term 19 (*Freedom of Information and Auditor General*);

- (k) General Term 20 (*Confidentiality*);
- (l) General Term 22 (*Interpretation*);
- (m) any clause being a Special Term that is expressed to survive; and
- (n) any other clause which is expressly or by implication from its nature is intended to survive.

21.13 Dispute resolution

- (a) Subject to General Term 21.13(j), unless and until a party has complied with the requirements of this General Term 21.13, a party may not commence any court proceedings in respect of any dispute.
- (b) If at any time a dispute exists:
 - (i) between the State (acting through the Department) and the Recipient, either party may refer the dispute to the relevant Contact Officers for resolution; and
 - (ii) the relevant Contact Officers will consider the dispute referred to them and in doing so, give due consideration to submissions by the parties in connection with the dispute.
- (c) If a dispute remains unresolved 10 Business Days after the referral of the dispute to the relevant Contact Officers under General Term 21.13(b), a party may give a notice to other party in accordance with this General Term 21.13(c) (**Dispute Notice**).
- (d) The Dispute Notice must:
 - (i) state that the notice is given under this General Term 21.13;
 - (ii) describe the nature of the dispute; and
 - (iii) nominate the party's authorised officer for resolution of the dispute (**Dispute Officer**).
- (e) Within five Business Days after receipt of a Dispute Notice, the party that received the Dispute Notice must give a notice to the other party nominating its Dispute Officer.
- (f) The parties must ensure that their Dispute Officers meet and negotiate with a view to resolving the dispute within five Business Days after the receipt of the Dispute Notice.
- (g) If the parties' Dispute Officers fail to resolve the dispute within 10 Business Days after receipt of the Dispute Notice, the parties' Dispute Officers may agree a dispute resolution process for the resolution of the dispute in which case the dispute will be resolved in accordance with such process.
- (h) Either party may commence litigation if:
 - (i) the parties fail to resolve the dispute in accordance with General Term 21.13(f) and fail to agree a dispute resolution process in

accordance with General Term 21.13(g) within 10 Business Days after the receipt of a Dispute Notice given by a party;

- (ii) either party fails to comply with any of the requirements of this General Term 21.13; or
- (iii) either party fails to comply with any dispute resolution process agreed in accordance with General Term 21.13(g).

- (i) The parties must continue to perform their obligations under each Funding Document despite the existence of any dispute between the parties.
- (j) This General Term 21.13 does not apply:
 - (i) if a party considers it necessary to seek an urgent interim determination; or
 - (ii) where the State considers that an Event of Default has occurred.

21.14 Governing law and jurisdiction

- (a) Unless expressed to the contrary, each Funding Document is governed by and is to be construed in accordance with the laws applicable in Western Australia.
- (b) Unless expressed to the contrary, on entry into each Funding Document, each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

22 Interpretation

22.1 Definitions

In this document, these terms have the following meanings:

Accountable Officer The Chief Executive Officer, the Chief Financial Officer or any other officer of the Recipient, in each case, acceptable to the State.

Auditor A person who is independent of the Recipient, is qualified for appointment as an auditor under any law relating to an audit of the Recipient's records and is a member of CPA Australia, the Institute of Public Accountants, Australia or the Chartered Accountants Australia and New Zealand or any successor body.

Auditor General The Auditor General for Western Australia.

Australian Auditing Standards	The standards of the Auditing and Assurance Standards Board created by section 227A of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth).
Authorisation	(a) An authorisation, consent, approval, resolution, licence, exemption, filing or registration; or (b) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.
Business Day	A day which is not a Saturday, Sunday or bank or public holiday in Perth, Western Australia.
Cancellation Date	Has the meaning given in General Term 15.2.
Cancellation Event	Any event or circumstance specified as such in General Term 14.
Cancellation Notice	Has the meaning given in General Term 15.2.
Cancellation Rights	Any right or power of the State under General Term 15.2.
Chief Executive Officer	The person under the Recipient's enabling legislation or constituent documents who is responsible for the administrative, operations and general management of the Recipient. This could include a person who is delegated such responsibility by the Recipient's board or management committee.
Chief Financial Officer	The person under the Recipient's enabling legislation or constituent documents who is responsible for certifying the accuracy of the Recipient's financial statements. This could include a person who is delegated such responsibility by the Recipient's board or management committee.
Claim	Any claim, proceeding, action, cause of action, demand or suit (including by way of contribution or indemnity).
Confidential Information	Any information in relation to this document or the Project from a party (disclosing party), in whatever form, of which the other party becomes aware in its capacity as a party to this document (receiving party) from the disclosing party or its officer, employee, agent, contractor or volunteer, that is: (a) by its nature confidential;

- (b) expressly identified as confidential by the disclosing party or its officer, employee, agent, contractor or volunteer when received by the receiving party; or
- (c) agreed between the disclosing party and the receiving party to be confidential,

other than information that:

- (d) is or becomes public information other than as a direct or indirect result of any breach of any duty or obligation by the receiving party; or
- (e) is known by the receiving party before the date the information is disclosed to it by the disclosing party or its officer, employee, agent, contractor or volunteer or is lawfully obtained by the receiving party after that date, from a source which is, as far as the receiving party is aware, unconnected with the disclosing party and which, in either case, as far as the receiving party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

Contact Officer	For a party, any person from time to time nominated as a Contact Officer for that party under General Term 18.8 (<i>Contact Officer</i>) and in respect of which the other party has not received notice of revocation of the nomination.
Corporations Act	The <i>Corporations Act 2001</i> (Cth).
Default	An Event of Default or any event or circumstance specified in General Term 13 which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Funding Documents or any combination of any of the foregoing) be an Event of Default.
Department	The department or Governmental Agency of the State through which it acts under this document being, as at the date of this document, the department described in Reference Item 1 (<i>State</i>).
Dispute Notice	Has the meaning given in General Term 21.13(c).
Dispute Officer	Has the meaning given in General Term 21.13(d).
Event of Default	Any event or circumstance specified as such in General Term 13.
Force Majeure	Any event or circumstance that directly or indirectly resulted in the party relying on the event or circumstance being prevented from or delayed in performing any of its

	<p>obligations under this document and that is beyond the reasonable control and foresight of that party, including:</p> <ul style="list-style-type: none">(a) act of God, lightning, storm, flood, fire, earthquake, explosion, cyclone, tidal wave, landslide or adverse weather conditions;(b) strike, lock-out or other industrial action;(c) restrictions or prohibitions imposed by any Governmental Agency or under law;(d) act of public enemy, war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic or pandemic; or(e) embargo, water shortage, lack of transportation or inability to obtain power.
Funding	An amount paid or to be paid to the Recipient under General Term 3 (<i>Making Funding</i>).
Funding Document	<ul style="list-style-type: none">(a) This document;(b) any document referred to in the Special Terms as a 'Funding Document';(c) any document that amends, supplements, replaces or novates any Funding Document; or(d) any other document designated as such by the State and the Recipient.
Funding Instalment	For a Funding Milestone, the amount described as the 'Funding Instalment' in Reference Item 5 (<i>Funding Milestones</i>) for that Funding Milestone, to the extent not cancelled or reduced under this document.
Funding Milestone	An event or circumstance described as a 'Funding Milestone' in Reference Item 5 (<i>Funding Milestones</i>).
GAAP	Generally accepted accounting principles, standards and practices in Australia.
Governmental Agency	Any government or any governmental, semi-governmental or judicial entity or authority. It also includes any self regulatory organisation established under statute or any stock exchange.
GST Act	<i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and includes all associated legislation.
Insolvency Event	Any of the following events occurs in relation to any person:

- (a) a person is dissolved (whether pursuant to Chapter 5A of the Corporations Act or otherwise);
- (b) a controller (as defined in the Corporations Act), liquidator, provisional or interim liquidator, statutory manager, trustee or administrator or analogous person is appointed in respect of the person or any of its assets;
- (c) an application or order is made, proceedings are commenced, a meeting is convened or a resolution is passed, an application to a court or other steps are taken for the winding up, cancellation, dissolution or administration of the person or for the appointment of a controller (as defined in the Corporations Act), liquidator, provisional or interim liquidator, statutory manager, trustee or administrator or analogous person to the person or any of its assets;
- (d) the person:
 - (i) resolves to enter into, or enters into, a scheme of arrangement, a deed of company arrangement or other arrangement, compromise or composition with its creditors or an assignment for their benefit (other than to carry out a reconstruction or amalgamation while solvent);
 - (ii) proposes or is subject to a moratorium or suspends payments of all or a class of its debts; or
 - (iii) takes proceedings or actions similar to those mentioned in this paragraph as a result of which the person's assets are, or are proposed to be, submitted to the control of its creditors;
- (e) the person seeks or obtains protection from its creditors under any statute or any other law;
- (f) the person is or is taken by any applicable legislation to be or makes a statement from which it may be reasonably deduced that it is:
 - (i) unable to pay all of its debts as and when they become due and payable, is insolvent within the meaning of section 95A of the Corporations Act, insolvent under administration within the meaning of section 9 of the Corporations Act or any analogous circumstances arises under any other statute or law;

	<ul style="list-style-type: none">(ii) the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act or any analogous circumstances arises under any other statute or law; or
	<ul style="list-style-type: none">(g) the person is taken to have failed to comply with a statutory demand as a result of the operation of section 459F(1) of the Corporations Act;
	<ul style="list-style-type: none">(h) any step is taken to enforce security over or any attachment, distress, execution or other process is made or levied against any asset of the person;
	<ul style="list-style-type: none">(i) the process of any court, arbitral tribunal or other tribunal is invoked against the person, or any asset or undertaking of the person, to enforce any judgment or order for the payment or money or the recovery of any property; or
	<ul style="list-style-type: none">(j) an event occurs in relation to the person which is analogous to anything referred to above or which has a substantially similar effect.
Intellectual Property Rights	Any intellectual or industrial property including: <ul style="list-style-type: none">(a) a patent, trade mark or service mark, copyright, registered design, trade secret or confidential information;(b) a licence or other right to use or to grant the use of any of the above or to be the registered proprietor or user of any of the above; or(c) any moral rights (as defined in the <i>Copyright Act 1968</i> (Cth)), the right of integrity of authority (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work and the right not to have authorship of a work falsely attributed.
IP Material	Any data, document, goods, information, name, object, software, thing, works or other material, of whatsoever kind, in whatever medium, including any copy or extract.
Liability	Any debt, obligation, Loss, compensation or charge of any kind, including those that are prospective or contingent and those the amount of which is not ascertained or ascertainable.
Loss	Any loss, cost (including legal costs), expense, liability (whether arising in negligence or otherwise) or damage whether direct, indirect or consequential (including pure economic loss), present or future, ascertained,

	unascertained, actual, prospective or contingent or any fine or penalty.
Material Adverse Effect	A material adverse effect on: <ul style="list-style-type: none">(a) the ability of the Recipient to perform its obligations under the Funding Documents; or(b) the rights or remedies of the State under the Funding Documents.
Material Document	A Project Document or a Funding Document.
Milestone Completion Date	For a Project Milestone, the date on which the Project Milestone occurs.
Milestone Latest Date	<ul style="list-style-type: none">(a) For a Funding Milestone, the date described as the 'Milestone Latest Date' in Reference Item 5 (<i>Funding Milestones</i>) for that Funding Milestone; or(b) for a Project Milestone (other than a Funding Milestone), the date described as the 'Milestone Latest Date' in Reference Item 6 (<i>Other Project Milestones</i>) for that Project Milestone.
Non-Project IP Material	Any IP Material which has not been developed by or on behalf of the Recipient as part of the Project. It does not include any State IP Material.
Probitory Event	Any event or circumstance that, in respect of the Recipient or its officer or its employees, agents, contractors or volunteers connected to the Project: <ul style="list-style-type: none">(a) has a material adverse effect upon the character, honesty and integrity of that person;(b) has a material adverse effect upon the public interest;(c) involves a material failure to achieve or maintain reasonable standards of ethical behaviour;(d) involves a material failure to achieve or maintain good corporate citizenship;(e) involves a material failure to prevent any conflicts of interest; or(f) involves a material failure to achieve or maintain standards of behaviour expected of a person engaged in a government funded project.
Project	The activity, project or transaction described in Reference Item 3 (<i>Project</i>) and as more particularly set out in the Project Specifications (if any).

Project Authorisation	Any development approval or consent, planning approval or building approval (including all associated plans, specifications and conditions and any associated Authorisation) given or prepared by a Governmental Agency in relation to all or any part of the Project.
Project Bank Account	The transaction bank account with an Australian authorised deposit-taking institution, acting through an Australian branch, designated by the Recipient as the Project Bank Account.
Project Budgeted Costs	The itemised budgeted costs and expenses and funding set out in Reference Item 7 (<i>Project Budget</i>) (if any) as may be amended in accordance with this document.
Project Business Case	A business case and feasibility report (if any) for the carrying out of the Project, including: (a) the Project Budgeted Costs; (b) the method for achieving each Project Milestone by its Milestone Latest Date; and (c) the method for achieving the Project Outcomes, prepared by or on behalf of the Recipient, that the State has received under this document and is acceptable to the State, as it may be amended in accordance with this document.
Project Costs	At any time, all fees, costs and expenses paid or payable in connection with completing the Project, including any goods or services provided to or by the Recipient or any Works by the Recipient, as part of the Project.
Project Document	(a) Any building contract, trade agreement or other agreement between the Recipient and a contractor to carry out the whole or any material part of Works or the Project that the State has received under this document and is acceptable to the State; (b) any agreement between the Recipient and another person where the other person agrees to provide any funding for the Project (other than the Funding) that the State has received under this document and is acceptable to the State; (c) any Project Authorisation; (d) the Project Budgeted Costs; (e) the Project Business Case; (f) the Project Specifications;

	<ul style="list-style-type: none">(g) any document referred to in the Special Terms as a 'Project Document';(h) any document that amends, supplements, replaces or novates any Funding Document, permitted in accordance with this document; or(i) any other document designated as such by the State and the Recipient.
Project IP Material	Any IP Material which has been developed by or on behalf of the Recipient as part of the Project. It includes any Non-Project IP Material that is incorporated in or supplied with the Project IP Material.
Project Manager	A person appointed by the Recipient to manage the carrying out of the Project or the performance of any Project Document (including any transactions contemplated in those documents).
Project Measurement	For a Project Outcome (if any), the method of measurement and the performance indicator target described as 'Measurement' in Reference Item 4 (<i>Project Outcomes</i>) for that Project Outcome (if any).
Project Milestone	<ul style="list-style-type: none">(a) A Funding Milestone; or(b) an event or circumstance described as a 'Other Project Milestone' in Reference Item 6 (<i>Other Project Milestones</i>).
Project Outcome	An outcome described as an 'Outcome' in Reference Item 4 (<i>Project Outcomes</i>) (if any).
Project Specifications	The drawings, plans and specifications for the Project, that the State has received under this document and is acceptable to the State, as they may be amended in accordance with this document.
Recipient	The party described in Reference Item 2 (<i>Recipient</i>).
Recipient Bank Account	The transaction bank account with an Australian authorised deposit-taking institution, acting through an Australian branch, most recently notified by the Recipient to the State with not less than 40 Business Days' notice (including the details of the account name, the BSB and account number).
Repayment Rights	Any right or power of the State under General Term 15.3.
Review	An audit, evaluation, examination, inspection, investigation, report or review of any Project, the performance of any Material Document (including the transactions

contemplated in those documents) or the affairs, performance, financial condition or business of the Recipient.	
Security Interest	A mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect, including any 'security interest' as defined in sections 12(1) or (2) of the <i>Personal Property Securities Act 2009</i> (Cth).
State	The party described in Reference Item 1 (<i>State</i>).
State Associate	Any officer, employee, agent, consultant, contractor, nominee, licensee or adviser of the State (in any capacity), including any governmental, semi-governmental or local government authority, minister, department, statutory corporation, instrumentality or government owned corporation.
State IP Licence	Has the meaning given in General Term 7.4(d).
State IP Material	Any IP Material that the State provides to the Recipient for the purposes of this document.
State Monitor	A person appointed by the State and notified to the Recipient, to oversee the carrying out of the Project or the performance of any Project Document (including any transactions contemplated in those documents), on behalf of the State.
Total Funding	The aggregate of each Funding Instalment being, as at the date of this document, the amount described as 'Total Funding' in Reference Item 5 (<i>Funding Milestones</i>), to the extent not cancelled or reduced under this document.
Trust	If the Recipient is described in Reference Item 2 (<i>Recipient</i>) as acting as trustee of a trust, that trust.
Works	Any sub-division, infrastructure, civil, construction or building works (including the supply of any related goods and services), being part of the Project.

22.2 Construction

Unless expressed to the contrary, in any Funding Document

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) 'includes' means includes without limitation;

- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) headings do not affect the interpretation of the Funding Document;
- (g) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation and if not having the force of law, with which responsible entities in the position of the relevant party would normally comply;
 - (v) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (vi) a right includes a benefit, remedy, discretion or power;
 - (vii) time is to local time in Perth;
 - (viii) '\$' or 'dollars' is a reference to Australian currency;
 - (ix) any Funding Document or any other document includes the document as novated, amended or replaced and despite any change in the identity of the parties;
 - (x) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions;
 - (xi) a Funding Document includes all schedules and annexures to it;
 - (xii) a clause, item, term, schedule or annexure is a reference to a clause, item, term, schedule or annexure, as the case may be, of the Funding Document;
 - (xiii) 'form' of a document is a reference to the form and format of the document and the document being duly completed in sufficient detail;

- (xiv) a 'General Term' is a reference to a clause in **schedule 3** and a reference to 'General Terms' is to all of the clauses in **schedule 3**;
- (xv) a 'Reference Item' is a reference to an item in **schedule 1** and a reference to 'Reference Items' is to all of the items in **schedule 1**; and
- (xvi) a 'Special Term' is a reference to a clause in **schedule 2** and a reference to 'Special Terms' is a reference to all of the clauses in **schedule 2**;
- (h) if the date on or by which any act must be done under a Funding Document is not a Business Day, the act must be done on or by the next Business Day;
- (i) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded; and
- (j) a Default or Cancellation Event is '**continuing**' or '**subsisting**' if it has not been remedied (to the satisfaction of the State) or waived by the State.

Execution

Executed as an agreement.

THE STATE

Signed for and on behalf of the **State of**)
Western Australia by a duly authorised)
officer of the Department of Creative)
Industries, Tourism and Sport (ABN 14)
445 022 107) in the presence of:)

.....
Signature

.....
Witness

.....

.....
Date:

THE RECIPIENT

The common seal of Town of East Fremantle was hereunto affixed in the presence of:)))

[Mayor]/[President]

Chief Executive Officer

Full name (print)

Full name (print)

Date: _____

Signature

Name of Officer (print)

Title of Officer (print)

13.7 MONTHLY FINANCIAL REPORT DECEMBER 2025

Report Reference Number	OCR-3967
Prepared by	Kelli Small, Consultant
Supervised by	Peter Kocian, Executive Manager Corporate Services
Meeting date	Tuesday, 17 February 2026
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	

1. Monthly Financial Report for the month ended 31 December 2025

PURPOSE

The purpose of this report is to present to Council the Monthly Financial Report for the month ended 31 December 2025. A Capital Works report has been incorporated into the workbook.

EXECUTIVE SUMMARY

A Monthly Financial Report workbook has been prepared to provide an overview of key financial activity.

The WA Government amended regulation 34 of the *Local Government (Financial Management) Regulations 1996* to require the Statement of Financial Activity be presented according to nature or type classification.

Regulation 35 also requires local governments to prepare a monthly Statement of Financial Position.

A Capital Works Report is presented detailing committed expenditure against budgets. This report is used to assess the clearance rate of capital projects.

BACKGROUND

Presentation of a monthly financial report to Council is both a statutory obligation and good financial management practice that:

- demonestrates the Town's commitment to managing its operations in a financially responsible and sustainable manner.
- provides timely identification of variances from budget expectations for revenues and expenditures and identification of emerging opportunities or changes in economic conditions.
- ensures proper accountability to the ratepayers for the use of financial resources.

Financial information that is required to be reported to Council monthly includes:

- operational financial performance against budget expectations.
- explanations for identified variances from expectations.
- financial position of the Town at the end of each month.

Understanding the Financials

When reading the financial information/statements, variances (deviations from budget expectations) are classified as either:

- Favourable variance (F)
- Unfavourable variance (U)
- Timing variance (T)

A timing variance relates to a budgeted revenue or expense that has not occurred at the time it was expected, but which is still expected to occur with the budget year. That is, the financial transaction will still occur, but just in a different month. This timing difference may require the year-to-date budget to be amended for future periods.

A realised favourable or unfavourable variance is different to a timing variance. It represents a genuine difference between the actual and budgeted revenue or expenditure items.

A realised favourable variance on a revenue item is a positive outcome as it increases the projected budget surplus. An unfavourable variance on a revenue item has the opposite effect, resulting in a decrease in the projected budget result.

A realised favourable variance on an expenditure item may have either of two causes – one being a saving because the outcome was achieved for lesser cost, which has the effect of increasing the projected budget result. The other cause may be that the proposed expenditure may not have been undertaken and is not expected to be incurred in that financial year. Whilst this may seem positive from a financial position perspective, it may not be a positive outcome for the community if the service or project is not delivered.

If a realised favourable or unfavourable variance is material in value, a recommendation will be provided to Council for consideration to amend the budget.

CONSULTATION

Budget Managers are provided with a monthly Responsible Officer Report for review and report of budget variances.

STATUTORY ENVIRONMENT

Section 6.4 of the *Local Government Act 1995* and Regulation 34 of the *Local Government (Financial Management) Regulations 1996* detail the form and way a local government is to prepare its Statement of Financial Activity.

Regulation 35 of the *Local Government (Financial Management) Regulations 1996* requires a monthly Statement of Financial Position to be prepared.

Expenditure from the municipal fund not included in the annual budget must be authorised in advance by an absolute majority decision of Council pursuant to section 6.8 of the *Local Government Act 1995*.

Fees and charges are imposed in accordance with section 6.16 of the *Local Government Act 1995*. Fees and charges imposed outside of the Annual Budget require an absolute majority decision of Council and must give local public notice of the new fees pursuant to section 6.19 of the *Local Government Act 1995*.

POLICY IMPLICATIONS

Significant Accounting Policies are adopted by Council on an annual basis. These policies are used in the preparation of the statutory reports submitted to Council.

FINANCIAL IMPLICATIONS

As part of the adopted 2025/26 Budget, Council adopted the following thresholds as levels of material variances for financial reporting:

That in accordance with regulation 34 (5) of the Local Government (Financial Management) Regulations 1996, and AASB 1031 Materiality, the level to be used in statements of financial activity in 2025/26 for reporting material variances shall be:

- 10% of the amended budget; or*
- \$10,000 of the amended budget;*

whichever is greater. In addition, that the material variance limit be applied to total revenue and expenditure for each Nature classification and capital income and expenditure in the Statement of Financial Activity.

STRATEGIC IMPLICATIONS

The monthly financial report is the key financial reporting mechanism to Council, to provide oversight of the financial management of the local government. This ties into the Strategic Community Plan as follows:

5.3.1 Deliver community outcomes through sustainable finance and human resource management.

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)
Inadequate oversight of the financial position of the Town may result in adverse financial trends	Rare (1)	Major (4)	Low (1-4)	FINANCIAL IMPACT \$50,000 - \$250,000	Manage by monthly review of financial statements and key financial information
Inadequate monitoring of grant funding and expenditure resulting in incorrect income transfers	Possible (3)	Moderate (3)	Moderate (5-9)	FINANCIAL IMPACT \$250,001 - \$1,000,000	Manage by updating the internal grants register and contract liabilities register each month

RISK MATRIX

Consequence		Insignificant	Minor	Moderate	Major	Extreme
		1	2	3	4	5
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

Not Applicable.

COMMENT

This report presents the Statement of Financial Activity by Nature for the month ending 31 December 2025.

The following is a summary of headline numbers from the attached financial report, and explanations for variances is provided in Note 1 of the workbook:

	Original Budget	Current Budget	YTD Budget	YTD Actual
Opening Surplus	(588,579)	(300,656)	(300,656)	(300,656)
Operating Revenue	13,588,708	18,897,730	14,481,366	14,735,994
Operating Expenditure	(14,783,386)	(20,387,274)	(10,384,579)	(9,496,338)
Capital Expenditure	(2,430,421)	(2,486,297)	(840,805)	(95,177)
Capital Income	933,213	(1,183,213)	988,213	265,909
Financing Activities	1,017,606	1,029,106	216,669	196,047
Non-Cash Items	2,262,859	2,262,859	1,149,244	1,156,809
Closing Surplus/(Deficit)	0	(161,319)	5,309,452	6,462,588

The Executive Summary in the workbook provides an overview of key indicators for the month. Further comments are provided below:

- Rate Notices were issued on the 28 July. The Town has raised \$12 million and received \$9.8 million (including rates, ESL, service charges) by the end of December, equating to 80.9% of total rates and charges paid. It is noted that rate notices were issued one week later than last year.
- The 2024/25 Audit by the Office of the Auditor General is still to be finalized, expected in March 2026. Net current assets of (\$300,659) is carried forward from 30 June 2025.
- As the fixed asset register has not been finalised, no itemised depreciation has been run for 2025/26, although manual entry has been applied in the Statement of Financial Activity year to date.
- Capital works programs are yet to substantially commence with a year-to-date budget of \$840k and year-to-date actuals of \$95k incurred.
- Due to the Council's decision (OCM 19/11/2025) of not awarding tender for the Riverside Road Resurfacing works, the following capital works will be deferred to next financial year.
 - Riverside Road Upgrade \$360K
 - Riverside Road Footpath upgrade \$45K

A budget amendment will be included in mid-year budget review.

- The Town records balance sheet account movements, such as provision of employee leave, interest on lease/ROU at the end of the financial year leading to timing variance during the year; however, these are not considered material.
- East Fremantle Community Park estimated expenses and incomes are presented as separate line items in statement of financial activity.
 - Other Revenue - Principal Agent Arrangements

Other Expenditure - Principal Agent Arrangements

- EFCP - Principal Agent Arrangements actual result for the period ending 31 December 2025 has been received with the net operating subsidy of (\$340K) against the year date budget of (\$275k) and a full year budget subsidy of (\$368K). The EFCP report was received after the close of the December accounts, with these revised results reflected in the January 2026 monthly financial report of the Town. The Town's accruals of incomes and expenses are adjusted with available actuals and where actuals are not available, the budgeted incomes and expenses have been accrued.

CONCLUSION

Council is requested to receive the Monthly Financial Report for the month ended 31 December 2025 as submitted.

13.7 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

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

OFFICER RECOMMENDATION:

That Council:

1. receives the Monthly Financial Report for the month ended 31 December 2025, as presented as attachment 1 to this report, inclusive of:
 - (i) Statement of Financial Activity by Nature
 - (ii) Statement of Comprehensive Income
 - (iii) Statement of Financial Position
 - (iv) Capital Expenditure Report
2. notes the unrestricted municipal surplus of \$6,462,588 for the month ended 31 December 2025.

REPORT ATTACHMENTS

Attachments start on the next page

TOWN OF EAST FREMANTLE
MONTHLY FINANCIAL REPORT
(Containing the Statements of Financial Activity and Financial Position)
For the period ended 31 December 2025

LOCAL GOVERNMENT ACT 1995
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

TABLE OF CONTENTS

Key Information	2
Statement of Financial Activity	4
Statement of Comprehensive Income	5
Statement of Financial Position	6
Note 1 Explanation of Material Variances	7
Note 2 Statement of Financial Activity Information	8
Note 3 Cash & Cash Investments	9
Note 4 Reserve Accounts	10
Note 5 Capital Acquisitions	11
Note 6 Disposal of Assets	13
Note 7 Receivables	14
Note 8 Rate Revenue	15
Note 9 Borrowings	16
Note 10 Grants & Contributions	17
Note 11 Budget Amendments	18
Note 12 Statement of Financial Activity - General Operations	19
Note 13 Statement of Financial Activity - East Fremantle Community Park (EFCP)	20

TOWN OF EAST FREMANTLE
FOR THE PERIOD ENDED 31 DECEMBER 2025

KEY INFORMATION

Funding Surplus or Deficit Components

Funding surplus / (deficit)					
	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	
Opening	(\$0.30 M)	(\$0.30 M)	(\$0.30 M)	\$0.00 M	
Closing	(\$0.16 M)	\$5.31 M	\$6.46 M	\$1.15 M	
Refer to Statement of Financial Activity					

Cash and cash equivalents			Payables			Receivables		
	\$9.17 M	% of total		\$4.56 M			\$0.37 M	% Collected
Unrestricted Cash	\$6.70 M	73.1%		\$0.09 M			\$2.35 M	80.9%
Restricted Cash	\$2.47 M	26.9%		\$4.47 M			\$0.37 M	% Outstanding
Refer to 3 - Cash and Cash Investments								
Refer to 7 - Receivables								

Key Operating Activities

Amount attributable to operating activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.77 M	\$5.25 M	\$6.40 M	\$1.15 M
Refer to Statement of Financial Activity			

Rates Revenue			Grants and Contributions			Fees and Charges		
YTD Actual	\$10.01 M	% Variance	YTD Actual	\$0.53 M	% Variance	YTD Actual	\$1.10 M	% Variance
YTD Budget	\$10.03 M	(0.2%)	YTD Budget	\$0.53 M	(0.7%)	YTD Budget	\$1.15 M	(4.2%)
Refer to 8 - Rate Revenue								
Refer to Statement of Financial Activity								

Key Investing Activities

Amount attributable to investing activities			
Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$1.66 M)	\$0.15 M	\$0.17 M	\$0.02 M
Refer to Statement of Financial Activity			

Proceeds on sale			Asset Acquisition			Capital Grants		
YTD Actual	\$0.00 M	%	YTD Actual	\$0.02 M	% Spent	YTD Actual	\$0.27 M	% Received
Amended Budget	\$0.08 M	(100.0%)	Amended Budget	\$1.20 M	(98.5%)	Amended Budget	\$1.11 M	(76.0%)
Refer to 6 - Disposal of Assets								
Refer to 5 - Capital Acquisitions								

Key Financing Activities

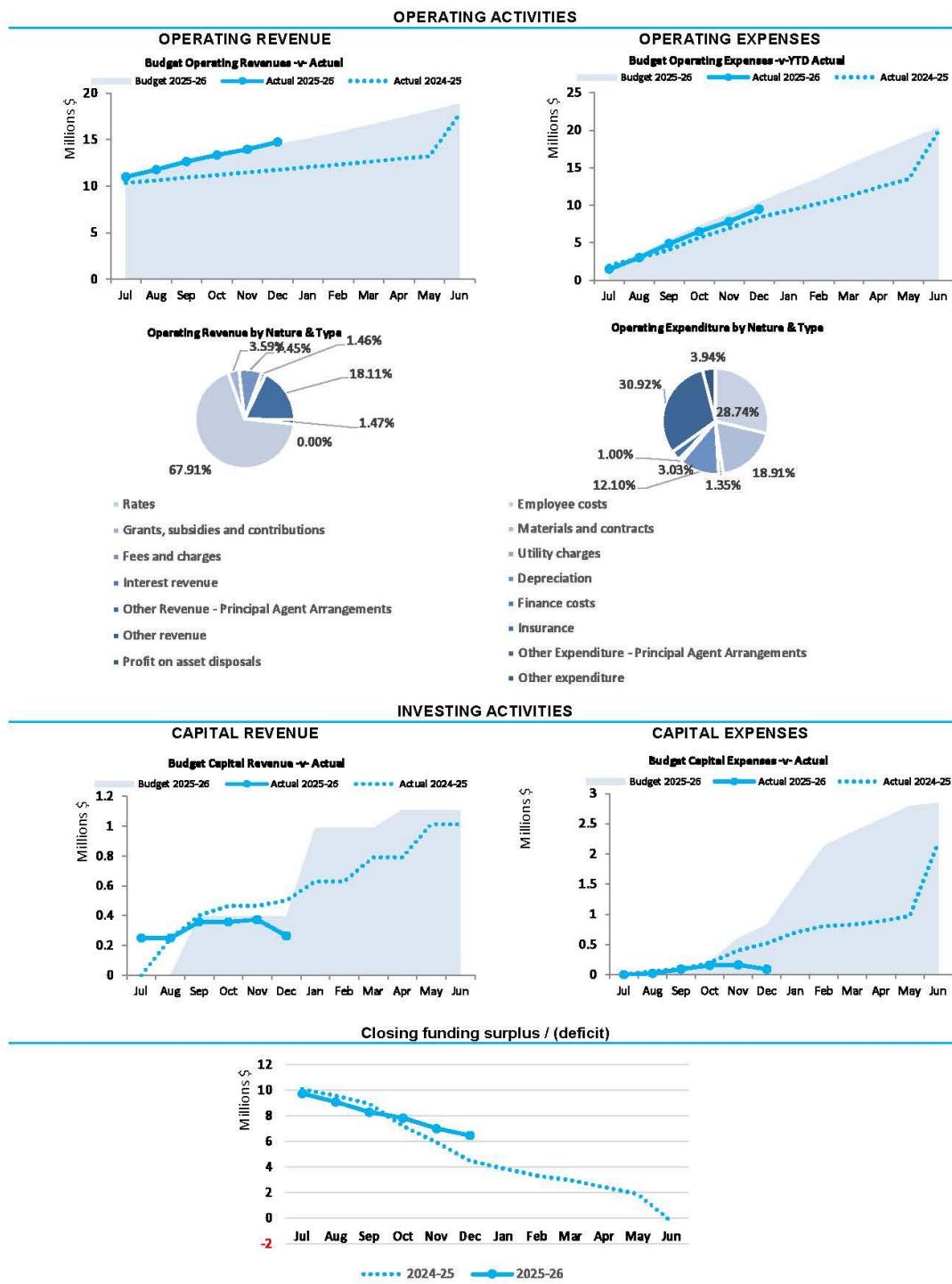
Amount attributable to financing activities			
\$1.03 M	\$0.22 M	\$0.20 M	(\$0.02 M)
Refer to Statement of Financial Activity			

Borrowings			Reserves			Report Preparation		
Principal repayments	\$0.08 M		Reserves balance	\$2.29 M		Prepared by:	Consultant	
Interest expense	\$0.09 M		Interest earned	\$0.00 M		Reviewed by:	Executive Manager Corporate Services	
Principal due	\$5.03 M		Refer to 4 - Cash Reserves			Date Prepared:	9/02/2026	
Refer to 9 - Borrowings								

This information is to be read in conjunction with the accompanying Financial Statements and notes.

TOWN OF EAST FREMANTLE
FOR THE PERIOD ENDED 31 DECEMBER 2025

KEY INFORMATION - GRAPHICAL



This information is to be read in conjunction with the accompanying Financial Statements and Notes.

TOWN OF EAST FREMANTLE
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 DECEMBER 2025

CONSOLIDATED	Note	Original	Current	YTD	YTD	Variance*	Variance*	Var.		
		Budget (a)	Budget (a)	Budget (b)	Actual (c)	\$ (c) - (b)	% ((c) - (b))/(b)			
OPERATING ACTIVITIES										
Revenue from operating activities										
Rates	8	10,044,192	10,044,192	10,027,433	10,007,432	(20,001)	(0.20%)	▼		
Grants, subsidies and contributions	10	1,211,468	1,044,410	533,187	529,430	(3,757)	(0.70%)	▼		
Fees and charges		1,808,373	1,808,373	1,146,611	1,098,183	(48,428)	(4.22%)	▼		
Interest revenue		220,569	220,569	110,285	215,067	104,782	95.01%	▲		
Other Revenue - Principal Agent Arrangements		0	5,476,080	2,529,610	2,669,062	139,452	5.51%	▲		
Other revenue		268,480	268,480	134,240	216,820	82,580	61.52%	▲		
Profit on asset disposals	6	35,626	35,626	0	0	0	0.00%	▲		
		13,588,708	18,897,730	14,481,366	14,735,994	254,628	1.76%			
Expenditure from operating activities										
Employee costs		(5,687,040)	(5,687,040)	(2,891,003)	(2,729,304)	161,699	5.59%	▼		
Materials and contracts		(4,914,916)	(4,674,832)	(2,364,931)	(1,796,083)	568,848	24.05%	▼		
Utility charges		(452,443)	(452,443)	(226,220)	(128,034)	98,186	43.40%	▼		
Depreciation		(2,298,486)	(2,298,486)	(1,149,244)	(1,149,246)	(2)	(0.00%)			
Finance costs		(300,133)	(300,133)	(150,066)	(95,218)	54,848	36.55%	▼		
Insurance		(317,614)	(317,614)	(317,614)	(287,573)	30,041	9.46%	▼		
Other Expenditure - Principal Agent Arrangements		0	(5,843,972)	(2,805,123)	(2,936,393)	(131,270)	(4.68%)	▼		
Other expenditure		(812,754)	(812,754)	(480,378)	(374,487)	105,891	22.04%	▼		
		(14,783,386)	(20,387,274)	(10,384,579)	(9,496,338)	888,241	8.55%			
Non-cash amounts excluded from operating activities	2(b)	2,262,859	2,262,859	1,149,244	1,156,809	7,565	0.66%			
Amount attributable to operating activities		1,068,181	773,315	5,246,031	6,396,465	1,150,434	21.93%			
INVESTING ACTIVITIES										
Proceeds from capital grants, subsidies and contributions	10	858,213	1,108,213	988,213	265,909	(722,304)	(73.09%)	▼		
Proceeds from disposal of assets	6	75,000	75,000	0	0	0	0.00%			
Payments for property, plant and equipment	5	(1,342,693)	(1,648,569)	(485,406)	(77,359)	408,047	84.06%	▼		
Payments for construction of infrastructure	5	(1,087,728)	(1,197,728)	(355,399)	(17,817)	337,582	94.99%	▼		
Amount attributable to investing activities		(1,497,208)	(1,663,084)	147,408	170,732	23,324	15.82%			
FINANCING ACTIVITIES										
Transfer from reserves	4	1,328,527	1,340,027	326,684	326,684	0	0.00%			
Repayment of borrowings	9	(157,911)	(157,911)	(78,015)	(78,015)	0	0.00%			
Payments for principal portion of lease liabilities		(54,261)	(54,261)	(32,000)	(52,622)	(20,622)	(64.44%)	▼		
Transfer to reserves	4	(98,749)	(98,749)	0	0	0	0.00%			
Amount attributable to financing activities		1,017,606	1,029,106	216,669	196,047	(20,622)	(9.52%)			
MOVEMENT IN SURPLUS OR DEFICIT										
Surplus or deficit at the start of the financial year		(588,579)	(300,656)	(300,656)	(300,656)	0	0.00%			
Amount attributable to operating activities		1,068,181	773,315	5,246,031	6,396,465	1,150,434	21.93%	▲		
Amount attributable to investing activities		(1,497,208)	(1,663,084)	147,408	170,732	23,324	15.82%	▲		
Amount attributable to financing activities		1,017,606	1,029,106	216,669	196,047	(20,622)	(9.52%)	▼		
Surplus or deficit after imposition of general rates		0	(161,319)	5,309,452	6,462,588	1,153,136	21.72%			

KEY INFORMATION

▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.

* Refer to Note 1 for an explanation of the reasons for the variance.

This statement is to be read in conjunction with the accompanying Financial Statements and Notes.

TOWN OF EAST FREMANTLE
STATEMENT OF COMPREHENSIVE INCOME
FOR THE PERIOD ENDED 31 DECEMBER 2025

CONSOLIDATED	NOTE	Original	Current	YTD	YTD
		Budget	Budget	Budget	Actual
		\$	\$	\$	\$
Revenue					
Rates	8	10,044,192	10,044,192	10,027,433	10,007,432
Grants, subsidies and contributions	10	1,211,468	1,044,410	533,187	529,430
Fees and charges		1,808,373	1,808,373	1,146,611	1,098,183
Interest revenue		220,569	220,569	110,285	215,067
Other Revenue - Principal Agent Arrangements		0	5,476,080	2,529,610	2,669,062
Other revenue		268,480	268,480	134,240	216,820
		13,553,082	18,862,103	14,481,366	14,735,994
Expenses					
Employee costs		(5,687,040)	(5,687,040)	(2,891,003)	(2,729,304)
Materials and contracts		(4,914,916)	(4,674,832)	(2,364,931)	(1,796,083)
Utility charges		(452,443)	(452,443)	(226,220)	(128,034)
Depreciation		(2,298,486)	(2,298,486)	(1,149,244)	(1,149,246)
Finance costs		(300,133)	(300,133)	(150,066)	(95,218)
Insurance		(317,614)	(317,614)	(317,614)	(287,573)
Other Expenditure - Principal Agent Arrangements		0	(5,843,972)	(2,805,123)	(2,936,393)
Other expenditure		(812,754)	(812,754)	(480,378)	(374,487)
		(14,783,386)	(20,387,274)	(10,384,580)	(9,496,338)
		(1,230,304)	(1,525,171)	4,096,787	5,239,656
Capital grants, subsidies and contributions	10	858,213	1,108,213	988,213	265,909
Profit on asset disposals	6	35,626	35,626	0	0
		893,839	1,143,839	988,213	265,909
Total comprehensive income for the period		(336,465)	(381,332)	5,085,000	5,505,565

This statement is to be read in conjunction with the accompanying notes.

TOWN OF EAST FREMANTLE
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 31 DECEMBER 2025

	Consolidated 30 June 2025	General Operations		Consolidated 31 December 2025
		31 December 2025	EFCP	
	\$	\$	\$	\$
CURRENT ASSETS				
Cash and cash equivalents	5,406,394	3,351,307	15,000	3,366,307
Trade and other receivables	558,912	2,544,522	71,611	2,616,133
Other financial assets	0	5,805,435	0	5,805,435
Inventories	82,442	0	82,442	82,442
Other assets	38,113	2,728,100	4,677	2,732,777
TOTAL CURRENT ASSETS	6,085,861	14,429,364	173,730	14,603,094
NON-CURRENT ASSETS				
Trade and other receivables	179,491	171,928	0	171,928
Other financial assets	79,620	79,620	0	79,620
Property, plant and equipment	57,039,247	55,649,380	674,758	56,324,138
Infrastructure	51,358,454	51,041,141	0	51,041,141
Right-of-use assets	210,381	188,732	0	188,732
TOTAL NON-CURRENT ASSETS	108,867,193	107,130,801	674,758	107,805,559
TOTAL ASSETS	114,953,054	121,560,165	848,488	122,408,653
CURRENT LIABILITIES				
Trade and other payables	2,896,859	3,166,517	1,712,662	4,879,179
Other liabilities	195,376	289,943	0	289,943
Lease liabilities	80,578	27,955	0	27,955
Borrowings	295,799	157,911	137,888	295,799
Employee related provisions	823,699	827,485	0	827,485
TOTAL CURRENT LIABILITIES	4,292,311	4,469,811	1,850,550	6,320,361
NON-CURRENT LIABILITIES				
Lease liabilities	204,476	204,476	0	204,476
Borrowings	4,809,576	4,340,876	390,684	4,731,560
Employee related provisions	134,319	134,319	0	134,319
TOTAL NON-CURRENT LIABILITIES	5,148,371	4,679,671	390,684	5,070,355
TOTAL LIABILITIES	9,440,682	9,149,482	2,241,234	11,390,716
NET ASSETS	105,512,372	112,410,683	(1,392,746)	111,017,937
Retained surplus	53,063,312	60,288,307	(1,392,746)	58,895,561
Reserve accounts	2,616,769	2,290,085	0	2,290,085
Revaluation surplus	49,832,291	49,832,291	0	49,832,291
TOTAL EQUITY	105,512,372	112,410,683	(1,392,746)	111,017,937

This statement is to be read in conjunction with the accompanying notes.

Movement in Equity as per Statement of Comprehensive Income

5,505,565

TOWN OF EAST FREMANTLE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 DECEMBER 2025

1 EXPLANATION OF MATERIAL VARIANCES

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date actual materially. The material variance adopted by Council for the 2025-26 year is \$10,000 or 10.00% whichever is the greater.

Description	Var. \$	Var. %	Var.	Timing / Permanent	Explanation
	\$	%			
Revenue from operating activities					
Rates	(20,001)	(0.20%)	▼	Timing	No interim rates processed YTD
Fees and charges	(48,428)	(4.22%)	▼	Timing	No material variance
Interest revenue	104,782	95.01%	▲	Permanent	Interest income higher than budgeted
Other Revenue - Principal Agent Arrangements	139,452	5.51%	▲	Timing	EFCP income and expenditure accruals based on forecast figures provided
Other revenue	82,580	61.52%	▲	Permanent	Reimbursement of long service leave from other council \$74K (permanent variance), will be adjusted with long service leave liability balance. Insurance recovery, expenses/outgoings recovery from lessees, etc representing timing variance.
Expenditure from operating activities					
Employee costs	161,699	5.59%	▼	Timing	No material variance, favourable
Materials and contracts	568,848	24.05%	▼	Timing	Favourable variance due to timing
Utility charges	98,186	43.40%	▼	Timing	Favourable variance expected due to timing
Finance costs	54,848	36.55%	▼	Timing	Interest expenses on ROU assets recognised at end of the year process. Timing difference
Insurance	30,041	9.46%	▼	Permanent	Insurance costs incurred less than budget expectations
Other Expenditure - Principal Agent Arrangements	(131,270)	(4.68%)	▼	Permanent	EFCP income and expenditure accruals based on forecast figures provided
Other expenditure	105,891	22.04%	▼	Timing	Timing variance on payments including Fremantle Library (Budget \$148k - billed in January 2026), South West Group etc.
Investing Activities					
Proceeds from capital grants, subsidies and contributions	(722,304)	(73.09%)	▼	Timing	Revenue recognition of grant. See Note 10 Grants & Contributions.
Payments for property, plant and equipment	408,047	84.06%	▼	Timing	See Note 5 Capital Acquisitions for more detailed information
Payments for construction of infrastructure	337,582	94.99%	▼	Timing	See Note 5 Capital Acquisitions for more detailed information
Financing Activities					
Payments for principal portion of lease liabilities	(20,622)	(64.44%)	▼	Timing	Interest component on lease repayment to be adjusted during EOY
Surplus or deficit after imposition of general rates	1,153,136	21.72%	▲	Timing	Due to variances described above

TOWN OF EAST FREMANTLE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 DECEMBER 2025

2 STATEMENT OF FINANCIAL ACTIVITY INFORMATION

(a) Net current assets used in the Statement of Financial Activity

Note	Current	Last	Year
	Budget	Year	to
	Closing	Closing	Date
	30 June 2026	30 June 2025	31 December 2025
	\$	\$	\$
Current assets			
Cash and cash equivalents	3	2,367,539	5,406,394
Trade and other receivables		774,141	558,912
Other financial assets		0	0
Inventories	8		82,442
Other assets		177,665	38,113
		3,319,345	6,085,861
			14,603,094
Less: current liabilities			
Trade and other payables		(1,074,631)	(2,896,859)
Other liabilities		(2,142)	(195,376)
Lease liabilities		(45,114)	(80,578)
Borrowings	9	(165,617)	(295,799)
Employee related provisions		(814,756)	(823,699)
Other provisions		(40,825)	0
		(2,143,085)	(4,292,311)
Net current assets		1,176,260	1,793,550
Less: Total adjustments to net current assets		(1,176,260)	(2,094,206)
Closing funding surplus / (deficit)		0	(300,656)
			6,462,588

(b) Non-cash amounts excluded from operating activities

The following non-cash revenue and expenditure has been excluded from operating activities within the Statement of Financial Activity in accordance with *Financial Management Regulation 32*.

Non-cash amounts excluded from operating activities

Adjustments to operating activities

	Current	YTD	YTD
	Budget	Budget	Actual
	\$	\$	
Less: Profit on asset disposals	6	(35,626)	0
Add: Depreciation		2,298,486	1,149,244
Pensioner deferred rates receivable movement		0	0
Movement in Non-Current Receivables		0	7,562
Transfer from WIP to Operating Expenditure		0	1
Total non-cash amounts excluded from operating activities		2,262,859	1,149,244
			1,156,809

(c) Current assets and liabilities excluded from budgeted deficiency

The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with *Financial Management Regulation 32* to agree to the surplus/(deficit) after imposition of general rates.

Adjustments to net current assets

	Current	Last	Year
	Budget	Year	to
	Opening	Closing	Date
	30 June 2026	30 June 2025	31 December 2025
	\$	\$	\$
Less: Reserve accounts	4	(1,386,991)	(2,616,769)
Add: EFCP Consolidated Net Current (Asset)/Liabilities		0	1,676,820
Less: EFCP deficit funding - Current payable to the operator		0	(1,392,746)
Add: Current liabilities not expected to be cleared at the end of the year:			
- Current portion of borrowings	9	165,617	157,911
- Current portion of lease liabilities		45,114	80,578
Total adjustments to net current assets	2(a)	(1,176,260)	(2,094,206)
			(1,820,145)

CURRENT AND NON-CURRENT CLASSIFICATION

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. Unless otherwise stated assets or liabilities are classified as current if expected to be settled within the next 12 months, being the Council's operational cycle.

TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 DECEMBER 2025

3 CASH AND CASH INVESTMENTS

Description	Unrestricted	Restricted	Total Cash	Institution	Risk Rating (LT)	Interest Rate	Maturity Date
Cash Deposits							
Municipal Bank Account - On-Call	0	0	0	CBA	AA-	0.00%	At Call
Municipal Bank Account	3,169,369	181,339	3,350,707	CBA	AA-	3.50%	At Call
Cash On Hand	600	0	600	Petty Cash/Till Float	N/A	0.00%	On Hand
Cash On Hand - EFCP	15,000	0	15,000	EFCP Cash - Consolidation	N/A	0.00%	On Hand
Term Deposits							
Pooled (Muni, Reserves, Bonds and Grants)	0	2,290,085	2,290,085	CBA	AA-	4.23%	Mar 26
Pooled (Muni, Reserves, Bonds and Grants)	2,000,000		2,000,000	CBA	AA-	4.09%	Jan 26
Pooled (Muni, Reserves, Bonds and Grants)	1,515,350	0	1,515,350	NAB	AA-	4.15%	Mar 26
Total	6,700,319	2,471,424	9,171,742				
Comprising							
Cash and cash equivalents	3,184,969	181,339	3,366,307				
Financial assets at amortised cost	3,515,350	2,290,085	5,805,435				
	6,700,319	2,471,424	9,171,742				

KEY INFORMATION

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value. Bank overdrafts are reported as short term borrowings in current liabilities in the statement of net current assets.

The local government classifies financial assets at amortised cost if both of the following criteria are met:

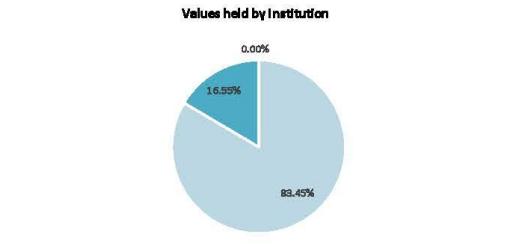
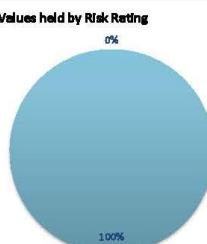
- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

Comments/Notes - Investments and Cash Deposits

INSTITUTION	\$	(LT) RISK RATING		%	PORTFOLIO		
		(LT) RISK RATING	%		\$	%	
COMMONWEALTH BANK	\$7,640,792	AA-	83.45%		MAX 100%	\$0	0%
CBA (GREEN/ESTGD TD)	\$0	AA-	0.00%		MAX 100%	\$9,156,142	100%
NATIONAL AUST. BANK	\$1,515,350	AA-	16.55%		MAX 100%	\$0	0%
SUNCORP	\$0	AA-	0.00%		MAX 100%	\$0	0%
WESTPAC	\$0	AA-	0.00%		BBB+ (DIVESTMENT)	MAX 80%	\$0 0%
	\$9,156,142		100.00%			\$9,156,142	100%

The Town obtains quotes from three (3) financial institutions prior to placing investments. This ensures the Town is receiving the best return on investment possible. The amount the Town invests is dependent on cash flow requirements for business operations and capital works for upcoming months. As the financial year progresses, the Town's cash holdings decreases which means less investment of Municipal funds.

The current monetary policy imposed by the Reserve Bank of Australia (RBA) is driving the interest rate environment. The Town's investment policy precludes investing in term deposits for more than 12 months.

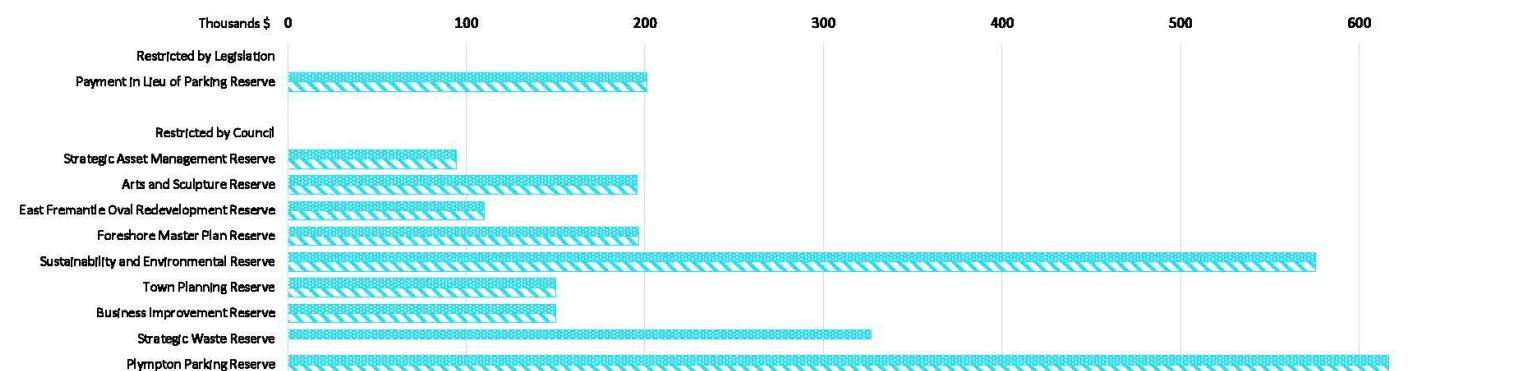


■ COMMONWEALTH BANK ■ CBA (GREEN/ESTGD TD) ■ NATIONAL AUST. BANK ■ SUNCORP ■ WESTPAC

TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 DECEMBER 2025

4 RESERVE ACCOUNTS

Reserve name	Original Budget				Current Budget							
	Budget Opening Balance	Budget Transfers In (+)	Budget Transfers Out (-)	Budget Closing Balance	Actual Opening Balance	Budget Transfers In (+)	Budget Transfers Out (-)	Budget Closing Balance	Actual Opening Balance	Actual Transfers In (+)	Actual Transfers Out (-)	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Restricted by Legislation												
Payment in Lieu of Parking Reserve	201,385	0	0	201,385	201,385	0	0	201,385	201,385	0	0	201,385
Restricted by Council												
Strategic Asset Management Reserve	94,275	0	(90,000)	4,275	94,275	0	(90,000)	4,275	94,275	0	0	94,275
Arts and Sculpture Reserve	195,664	0	(91,000)	104,664	195,664	0	(102,500)	93,164	195,664	0	0	195,664
East Fremantle Oval Redevelopment Reserve	110,000	0	(110,000)	0	110,000	0	(110,000)	0	110,000	0	0	110,000
Foreshore Master Plan Reserve	196,344	0	(196,344)	0	196,344	0	(196,344)	0	196,344	0	0	196,344
Sustainability and Environmental Reserve	575,750	98,749	(364,499)	310,000	575,750	98,749	(364,499)	310,000	575,750	0	0	575,750
Town Planning Reserve	150,000	0	(150,000)	0	150,000	0	(150,000)	0	150,000	0	0	150,000
Business Improvement Reserve	150,000	0	0	150,000	150,000	0	0	150,000	150,000	0	0	150,000
Strategic Waste Reserve	326,684	0	(326,684)	0	326,684	0	(326,684)	0	326,684	0	(326,684)	0
Plympton Parking Reserve	616,667	0	0	616,667	616,667	0	0	616,667	616,667	0	0	616,667
	2,616,769	98,749	(1,328,527)	1,386,991	2,616,769	98,749	(1,340,027)	1,375,491	2,616,769	0	(326,684)	2,290,085



Actual Opening Balance

Actual YTD Closing Balance

TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 DECEMBER 2025

5 CAPITAL ACQUISITIONS

Account Description	Adopted Budget	Current Budget	YTD Budget	YTD Actual	Order Value	Total Actual	Variance (Under)Over	Completion	Comments
Plant & Equipment									
E05208 Ford Ranger Super CC XL TDCI Diesel Space Cab	254,768	254,768	234,768	38,587	103,465	142,052	112,716	<div style="width: 15%; background-color: #2e7131;"></div>	15%
E05208 Ford Ranger Super CC XL TDCI Diesel Space Cab	33,008	33,008	33,008	0	31,765	31,765	1,241	<div style="width: 0%; background-color: #f5a623;"></div>	0%
E12804 Toyota Hilux Dual Cab Ute	33,008	33,008	33,008	38,587	0	38,587	(5,581)	<div style="width: 117%; background-color: #d93a3a;"></div>	117% Complete
E11682 Ford Ranger Double CC XL Dual Cab Ute TDC1	37,700	37,700	37,700	0	35,044	35,044	1,856	<div style="width: 0%; background-color: #f5a623;"></div>	0%
E12613 Ford Ranger Single Cab Auto Diesel 4x2	33,008	33,008	33,008	0	31,765	31,765	1,241	<div style="width: 0%; background-color: #f5a623;"></div>	0%
E12642 Isuzu Truck	98,050	98,050	98,050	0	0	0	98,050	<div style="width: 0%; background-color: #f5a623;"></div>	0%
J04636 Upgrade of power to EV Charger - Dovenby House	20,000	20,000	0	0	4,091	4,091	15,909	<div style="width: 0%; background-color: #f5a623;"></div>	0%
					0			<div style="width: 0%; background-color: #2e7131;"></div>	
Furniture & Equipment									
E04606 General Allocation (Photocopyer Corporate Services)	10,000	23,876	18,805	11,805	0	11,805	12,071	<div style="width: 49%; background-color: #2e7131;"></div>	49%
	10,000	23,876	18,805	11,805	0	11,805	12,071	<div style="width: 49%; background-color: #2e7131;"></div>	49%
Buildings									
	1,077,925	1,369,925	231,833	26,967	39,809	66,776	1,303,149	<div style="width: 2%; background-color: #2e7131;"></div>	2%
J11748 Solar and Battery Installation East Fremantle Community Park: Solar installation Town Hall, Depot and Dovenby House	796,425	796,425	0	0	960	960	795,465	<div style="width: 0%; background-color: #f5a623;"></div>	0%
J11738 East Fremantle Community Park - Croquet lawn reconstruction	200,000	387,000	137,000	8,220	85	9,305	377,896	<div style="width: 2%; background-color: #2e7131;"></div>	2%
E11739 Tricolore Windows Ballustrades	20,000	20,000	20,000	8,385	0	8,385	11,615	<div style="width: 42%; background-color: #2e7131;"></div>	42%
E14606 Buildings - General	61,500	108,500	46,500	9,362	32,824	41,986	64,514	<div style="width: 8%; background-color: #2e7131;"></div>	8%
E14601 Building Electrical Upgrades	0	10,000	3,333	0	6,140	6,140	3,860	<div style="width: 0%; background-color: #f5a623;"></div>	0%
J11672 East Fremantle Community Park - Scoreboard	0	50,000	25,000	0	0	0	50,000	<div style="width: 0%; background-color: #f5a623;"></div>	0%

TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 DECEMBER 2025

5 CAPITAL ACQUISITIONS

	Account Description	Adopted Budget	Current Budget	YTD Budget	YTD Actual	Order Value	Total Actual	Variance (Under)/Over	Completion	Comments
Infrastructure - roads		360,000	360,000	102,857	0	850	850	359,150	0%	
J12850	Riverside Road (Swan Yacht club to Wayman reserve)	360,000	360,000	102,857	0	850	850	359,150	0%	Likely to be postponed
										0%
Infrastructure - drainage		77,148	122,148	36,662	0	0	0	122,148	0%	
J12834	Drainage - Various River Outlet Reduction and GPTS	27,148	27,148	7,757	0	0	0	27,148	0%	
J12835	Preston Point Road - Pipe from PPR to river above carpark - Pipe upgrade running down bank to river - Investigation and options	10,000	10,000	2,857	0	0	0	10,000	0%	
J12836	Camp Waller - Drainage upgrade from accessway	20,000	25,000	7,000	0	0	0	25,000	0%	
J12837	Boat Ramp - Upgrade existing pits and clean out sumps with weeds	20,000	20,000	5,714	0	0	0	20,000	0%	
J11673	Glasson Park - Limestone Wall	0	40,000	13,334	0	0	0	40,000	0%	
Infrastructure - parks & ovals		406,000	456,000	136,000	8,117	6,520	14,637	441,363	2%	
E11726	Infrastructure - Parks & Ovals	0	50,000	20,000	0	0	0	50,000		
J11741	Limestone wall replacement - Glasson Park	75,000	75,000	21,429	0	4,945	4,945	70,055	0%	
J11745	Drink Fountains	10,000	10,000	2,857	7,840	0	7,840	2,360	76%	
J12812	Flood-lighting Upgrade - Wauhop Park	100,000	100,000	28,571	0	0	0	100,000	0%	
J11674	Bore pump test - Glasson Park	10,000	10,000	2,857	0	0	0	10,000	0%	
J11747	Ulrich Playground Replacement	120,000	120,000	34,286	0	0	0	120,000	0%	
J11742	Public Art Installation - East Fremantle Community Park	91,000	91,000	26,000	477	1,575	2,052	88,948	1%	
Infrastructure - car parks		20,000	20,000	5,714	0	0	0	20,000	0%	
E12609	Carparks - General Allocation	20,000	20,000	5,714	0	0	0	20,000	0%	
Infrastructure - footpaths		224,580	239,580	74,166	9,700	0	9,700	229,880	4%	
J12843	Riverside Road (North side), adjacent to Wayman Reserve (do at same time as road upgrade)	45,000	45,000	12,857	0	0	0	45,000	0%	
J12845	Preston Point Road - Between Pier St & Woodhouse St	70,000	70,000	20,000	0	0	0	70,000	0%	
J12844	Preston Point Road (West side) - Between Bolton Street and Pier Street	109,580	109,580	31,309	0	0	0	109,580	0%	
J11846	Moss St, (west side), between Canning Hwy & George St (Remove Concrete and replace with Red asphalt, as per style guide)	0	15,000	10,000	9,700	0	9,700	5,300	65%	
		2,430,421	2,846,297	840,805	95,177	150,644	245,820	2,600,477	3%	

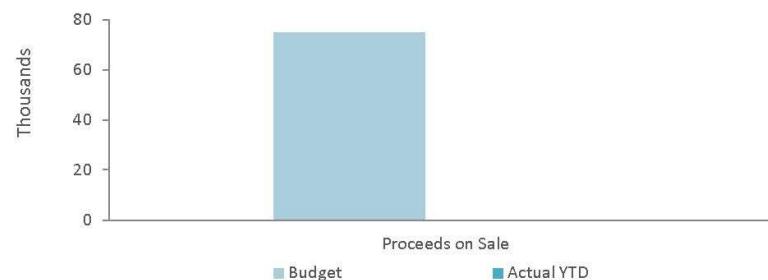
- Total Actual < Current Budget
- No Current Budget
- No YTD Actual
- -9521751%

**TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 DECEMBER 2025**

6 DISPOSAL OF ASSETS

Asset Ref.	Asset description	Current Budget				YTD Actual			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
1GQJ-387	Isuzu MKR190 truck	7,034	15,000	7,966	0	0	0	0	0
1DTJ-953	EMRS Vehicle	0	10,000	10,000	0	0	0	0	0
1GQD-688	Kobota F3690	7,575	15,000	7,425	0	0	0	0	0
1GDV-315	TORO Z Mower	0	10,000	10,000	0	0	0	0	0
1GKM 815	Kobelco SK17SR-5	20,764	21,000	236	0	0	0	0	0
1TUQ-820	Isuzu 4.5T Tipper	4,000	4,000	0	0	0	0	0	0
		39,374	75,000	35,626	0	0	0	0	0

*As at

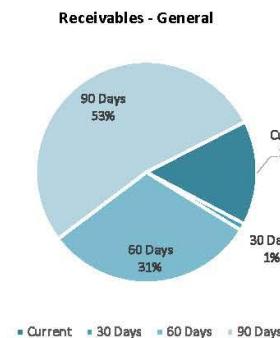
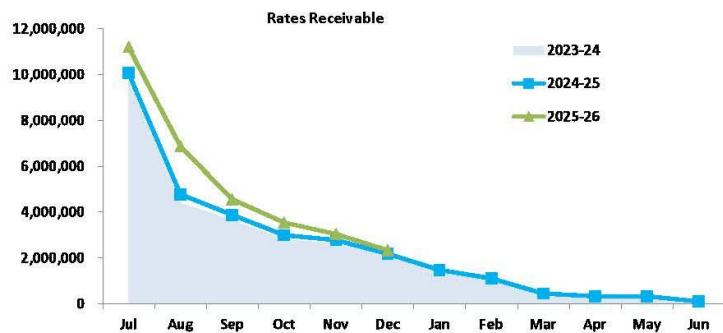


**TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 DECEMBER 2025**

7 TRADE AND OTHER RECEIVABLES

Rates receivable	30 Jun 2025	31 Dec 2025
	\$	\$
Opening arrears previous years	78,272	114,004
Levied this year	11,444,213	12,004,690
Less - collections to date	(11,408,481)	(9,804,558)
Gross rates collectable	114,004	2,314,136
Excess rates paid	65,054	31,138
Net rates collectable	179,058	2,345,274
% Gross Collected	99.0%	80.9%

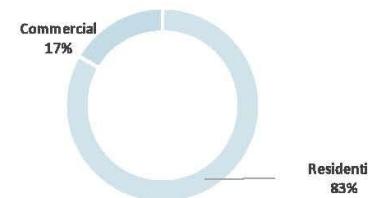
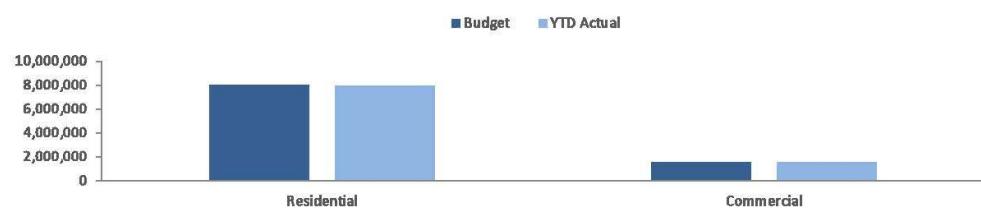
Trade and Other Receivables	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$
Receivables - general	28,966	1,959	58,883	20,608	110,416
Receivable - East Fremantle Football Club	0	0	0	79,846	79,846
Receivables - infringements	0	0	0	0	84,679
EF Lawn & Tennis Club, EF Junior Football Club, Left Bank	0	0	0	0	105,832
ESL / Pensioner Rebates	0	0	0	0	15,619
ATO - GST	0	0	0	0	29,021
Total Trade and Other Receivables outstanding	0	0	0	0	425,413
Allowance for credit losses of trade receivables	0	0	0	0	0
Allowance for credit losses of other receivables	0	0	0	0	0
Total Trade and Other Receivables (Excluding Rates Receivables)	0	0	0	0	(54,237)
Amounts shown above include GST (where applicable)					
Excludes opening balance EFCP consolidated Trade and Other Receivables of \$71,611					



**TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 DECEMBER 2025**

8 RATE REVENUE

General rate revenue		Rate in \$ (cents)	Number of Properties	Rateable Value	Current Budget		YTD Actual Reassessed Rate Revenue	Total Revenue
RATE TYPE					Rate Revenue	Reassessed Rate Revenue		
Gross rental value								
Residential	0.075417	2,968	105,518,080	7,961,100	33,517	7,994,617	7,957,857	0 7,957,857
Commercial	0.127835	119	12,346,985	1,578,377	0	1,578,377	1,578,377	0 1,578,377
Sub-Total		3,087	117,865,065	9,539,477	33,517	9,572,994	9,536,234	0 9,536,234
Minimum payment								
Gross rental value								
Residential	1,360.00	336		456,960	0	456,960	456,960	0 456,960
Commercial	2,034.00	7	79,940	14,238	0	14,238	14,238	0 14,238
Sub-total		343	79,940	471,198	0	471,198	471,198	0 471,198
Total						10,044,192		10,007,432



TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 DECEMBER 2025

9 BORROWINGS

Repayments - borrowings

Information on borrowings	Particulars	Loan No.	New Loans		Principal Repayments		Principal Outstanding		Finance Costs	
			1 July 2025	Actual	Current Budget	Actual	Current Budget	Actual	Current Budget	Actual
			\$	\$	\$	\$	\$	\$	\$	\$
EF Oval Precinct Redevelopment	185	4,576,802	0	0	(78,015)	(157,911)	4,498,787	4,418,891	73,758	218,794
EF Oval Precinct Redevelopment - Loan guarantee fee	185	0	0	0	0	0	0	0	16,062	32,125
EF Community Park - Equipment loan EFCP		528,573	0	0	0	0	528,573	0	0	0
Total		5,105,375	0	0	(78,015)	(157,911)	5,027,360	4,418,891	89,821	250,919
Current borrowings		295,799				295,799				
Non-current borrowings		4,809,576				4,731,561				
		5,105,375				5,027,360				

All debenture repayments were financed by general purpose revenue.

KEY INFORMATION

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or as the asset is substantially ready for its intended use or sale.

Fair values of borrowings are not materially different to their carrying amounts, since the interest payable on those borrowings is either close to current market rates or the borrowings are of a short term nature. Non-current borrowings fair values are based on discounted cash flows using a current borrowing rate.

TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 DECEMBER 2025

10 GRANTS, SUBSIDIES AND CONTRIBUTIONS
OPERATING CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Program	Grant Provider	Purpose of Grant	Original Budget Revenue	Current Budget Revenue	YTD Budget	YTD Revenue Actual
General Purpose Funding						
Grants Commission - General	WALGGC	Untied - General Purpose	191,670	78,189	53,735	53,735
Grants Commission - Roads	WALGGC	Untied - Road	85,665	32,088	18,786	18,626
Education and Welfare						
Commonwealth Home Support Programme	Commonwealth Dep. Health	Commonwealth Home Support Programme	707,894	707,894	353,947	413,127
Recreation and Culture						
Riverbank Grant Funding	Foreshore Management Reserve	Norm McKenzie Wall Upgrade & Plaza Project	181,339	181,339	90,669	0
Community Amenities						
Bus Shelter - Maintenance Assistance Scheme	Public Transport Authority	Bus Shelter Maintenance	4,100	4,100	2,050	0
Transport						
Direct Grant	Main Roads	Direct Grant	28,000	28,000	14,000	26,788
Street Lighting Subsidy	Main Roads	Street Lighting Subsidy	4,800	4,800	0	0
Stirling Bridge Verge Maintenance Agreement	Main Roads	Stirling Highway Verge Maint. Agreement	8,000	8,000	0	0
Department of Water	Department of Water	WATR09RI - WA Tree Recovery Round 1	0	0	0	17,155
			1,211,468	1,044,410	533,187	529,430

CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Program	Grant Provider	Purpose of Grant	Original Budget Revenue	Current Budget Revenue	YTD Budget	YTD Revenue Actual
Recreation and Culture						
Fremantle Womens Soccer Club Refurb	State Government	Election Commitment - Flood Lighting Upgrade Wauhop Park	100,000	100,000	100,000	0
Community Energy Fund	Fed. Dept. of Industry, Science and Resources	Solar and Battery Installation	398,213	398,213	398,213	0
East Fremantle Community Park	AFL Facilities Fund and others		0	250,000	250,000	265,909
Transport						
Regional Road Group	Main Roads WA	Riverside Road Upgrade	240,000	240,000	192,000	0
Roads to Recovery	Department of Infrastructure	Riverside Road Upgrade	120,000	120,000	48,000	0
			858,213	1,108,213	988,213	265,909

TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 DECEMBER 2025

11 BUDGET AMENDMENTS

Amendments to original budget since budget adoption.

Description	Date	Increase / (Decrease) to Net Surplus	Current Budget Surplus/ (Deficit) Running Balance
		\$	\$
Annual Budget Adoption Surplus/(Deficit)			0
Adjustment to budgeted surplus			
25/26 Budget Opening Surplus / (Deficit) - (\$588,579)	18 Nov 25	287,923	287,923
25/26 Actual B/F Surplus / (Deficit) - (\$300,656)			
Financial Assistance Grants			
General Purpose Grants - Grants Commission	19 Aug 25	(113,482)	174,441
General Purpose Grants (Roads) - Grants Commission	19 Aug 25	(53,577)	120,864
EF Oval Operating Expense/Income	19 Aug 25	367,891	488,755
Other Revenue - Principal Agent Arrangements	19 Aug 25	5,476,081	5,964,836
Other Expenditure - Principal Agent Arrangements	19 Aug 25	(5,843,972)	120,864
EF Oval Redevelopment project			
Capex - EF Oval Redevelopment	19 Aug 25	(187,000)	(66,136)
AFL Facilities Funding	19 Aug 25	250,000	183,864
East Fremantle Community Park - Scoreboard	19 Aug 25	(50,000)	133,864
General Capex carry overs from 24-25			
Buildings general	19 Aug 25	(45,000)	88,864
Camp Waller - Eaves	19 Aug 25	(5,000)	83,864
Building Electrical Upgrades	19 Aug 25	(10,000)	73,864
Glasson Park - Limestone Wall	19 Aug 25	(40,000)	33,864
Parks and Ovals - Bores and Irrigation	19 Aug 25	(50,000)	(16,136)
Moss Street Footpath	19 Aug 25	(15,000)	(31,136)
Operational expenses carry overs from 24-25			
Strategic and Business Planning Services	19 Aug 25	(40,000)	(71,136)
Mooring Jetty Maintenance	19 Aug 25	(50,000)	(121,136)
Furniture and equipment	18 Nov 25	(13,876)	(135,012)
Materials and Contracts - equipment below threshold	18 Nov 25	(5,000)	(140,012)
Materials and Contracts - Public art maintenance	18 Nov 25	(11,500)	(151,512)
Transfer from Art and Sculpture Reserve	18 Nov 25	11,500	(140,012)
Service Contracts - Consultancy	09 Dec 25	(7,750)	(147,762)
ICT, Support, Licences	09 Dec 25	(13,557)	(161,319)
		(161,319)	(161,319)

TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 DECEMBER 2025

12 STATEMENT OF FINANCIAL ACTIVITY

GENERAL OPERATIONS	Note	Original Budget	Current Budget	YTD Budget	YTD Actual	Variance*	Variance*	Var.		
		(a)	(a)	(b)	(c)	\$	%			
OPERATING ACTIVITIES										
Revenue from operating activities										
Rates	8	10,044,192	10,044,192	10,027,433	10,007,432	(20,001)	(0.20%)	▼		
Grants, subsidies and contributions	10	1,211,468	1,044,410	533,187	529,430	(3,757)	(0.70%)			
Fees and charges		1,808,373	1,808,373	1,146,611	1,098,183	(48,428)	(4.22%)	▼		
Interest revenue		220,569	220,569	110,285	215,067	104,782	95.01%	▲		
Other revenue		268,480	268,480	134,240	216,820	82,580	61.52%	▲		
Profit on asset disposals	6	35,626	35,626	0	0	0	0.00%			
		13,588,708	13,421,650	11,951,756	12,066,932	115,176	0.96%			
Expenditure from operating activities										
Employee costs		(5,687,040)	(5,687,040)	(2,891,003)	(2,728,936)	162,067	5.61%	▼		
Materials and contracts		(4,547,025)	(4,674,832)	(2,364,931)	(1,717,476)	647,455	27.38%	▼		
Utility charges		(262,443)	(262,443)	(131,220)	(68,510)	62,710	47.79%	▼		
Depreciation		(2,298,486)	(2,298,486)	(1,149,244)	(1,149,246)	(2)	(0.00%)			
Finance costs		(49,214)	(49,214)	(24,607)	(5,397)	19,209	78.07%	▼		
Insurance		(256,134)	(256,134)	(256,134)	(231,682)	24,452	9.55%	▼		
Other expenditure		(812,754)	(812,754)	(480,378)	(324,487)	155,891	32.45%	▼		
		(13,913,096)	(14,040,903)	(7,297,517)	(6,225,735)	1,071,782	14.69%			
Non-cash amounts excluded from operating activities	2(b)	2,262,859	2,262,859	1,149,244	1,156,809	7,565	0.66%			
Amount attributable to operating activities		1,938,471	1,643,606	5,803,483	6,998,006	1,194,523	20.58%			
INVESTING ACTIVITIES										
Proceeds from capital grants, subsidies and contributions	10	858,213	858,213	738,213	(0)	(738,213)	(100.00%)	▼		
Payments for property, plant and equipment	5	(1,051,693)	(1,120,569)	(297,406)	(67,663)	229,743	77.25%	▼		
Payments for construction of infrastructure	5	(1,087,728)	(1,197,728)	(355,399)	(17,817)	337,582	94.99%	▼		
Amount attributable to investing activities		(1,206,208)	(1,385,084)	85,408	(85,480)	(170,888)	(200.08%)			
FINANCING ACTIVITIES										
Transfer from reserves	4	1,127,527	1,139,027	300,684	326,684	26,000	8.65%	▲		
Repayment of borrowings	9	0	0	0	0	0	0.00%			
Payments for principal portion of lease liabilities		(54,261)	(54,261)	(32,000)	(52,622)	(20,622)	(64.44%)	▼		
Transfer to reserves	4	(98,749)	(98,749)	0	0	0	0.00%			
Amount attributable to financing activities		974,517	986,017	268,684	274,062	5,378	2.00%			
MOVEMENT IN SURPLUS OR DEFICIT										
Surplus or deficit at the start of the financial year		(588,579)	(300,656)	(300,656)	(300,656)	0	0.00%			
Amount attributable to operating activities - general		1,938,471	1,643,606	5,803,483	6,998,006	1,194,523	20.58%	▲		
Amount attributable to investing activities - general		(1,206,208)	(1,385,084)	85,408	(85,480)	(170,888)	(200.08%)	▼		
Amount attributable to financing activities - general		974,517	986,017	268,684	274,062	5,378	2.00%			
Surplus or deficit after imposition of general rates		1,118,201	943,883	5,856,919	6,885,932	1,029,013	17.57%	▲		

KEY INFORMATION

▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.

TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 DECEMBER 2025

13 STATEMENT OF FINANCIAL ACTIVITY
EAST FREMANTLE COMMUNITY PARK (EFCP)

Note	Original Budget (a)	Current Budget (a)	YTD Budget (b)	YTD Actual (c)	Variance* \$ (c) - (b)	Variance* % ((c) - (b))/(b)	Var.	
	\$	\$	\$	\$	\$	%		
OPERATING ACTIVITIES								
Revenue from operating activities								
Other Revenue - Principal Agent Arrangements	0	5,476,080	2,529,610	2,669,062	139,452	5.51%	▲	
	0	5,476,080	2,529,610	2,669,062	139,452	5.51%		
Expenditure from operating activities								
Employee costs	0	0	0	(368)	(368)	0.00%		
Materials and contracts	(367,891)	0	0	(78,607)	(78,607)	0.00%	▲	
Utility charges	(190,000)	(190,000)	(95,000)	(59,524)	35,476	37.34%	▼	
Finance costs	(250,919)	(250,919)	(125,459)	(89,821)	35,639	28.41%	▼	
Insurance	(61,480)	(61,480)	(61,480)	(55,891)	5,589	9.09%		
Other Expenditure - Principal Agent Arrangements	0	(5,843,972)	(2,805,123)	(2,936,393)	(131,270)	(4.68%)	▼	
Other expenditure	0	0	0	(50,000)	(50,000)	0.00%	▲	
	(870,290)	(6,346,371)	(3,087,062)	(3,270,603)	(183,541)	(5.95%)		
Amount attributable to operating activities	(870,290)	(870,291)	(557,452)	(601,541)	(44,089)	(7.91%)		
INVESTING ACTIVITIES								
Proceeds from capital grants, subsidies and contributions	10	0	250,000	250,000	265,909	6.36%	▲	
Payments for property, plant and equipment	5	(291,000)	(528,000)	(188,000)	(9,697)	178,303	94.84%	▼
Amount attributable to investing activities		(291,000)	(278,000)	62,000	256,212	194,212	313.25%	
FINANCING ACTIVITIES								
Transfer from reserves	4	201,000	201,000	26,000	0	(26,000)	(100.00%)	▼
Repayment of borrowings	9	(157,911)	(157,911)	(78,015)	(78,015)	0	0.00%	
Amount attributable to financing activities		43,089	43,089	(52,015)	(78,015)	(26,000)	(49.99%)	
MOVEMENT IN SURPLUS OR DEFICIT CONSOLIDATED SUMMARY								
Surplus or deficit at the start of the financial year		(588,579)	(300,656)	(300,656)	(300,656)	0	0.00%	
Amount attributable / net result for EFCP		(1,118,201)	(1,105,202)	(547,468)	(423,344)	124,123	22.67%	▲
Amount attributable to operating activities - general		1,938,471	1,643,606	5,803,483	6,998,006	(44,089)	20.58%	▼
Amount attributable to investing activities - general		(1,206,208)	(1,385,084)	85,408	(85,480)	194,212	(200.08%)	▲
Amount attributable to financing activities - general		974,517	986,017	268,684	274,062	(26,000)	2.00%	▼
Surplus or deficit after imposition of general rates		0	(161,319)	5,309,452	6,462,588	1,153,136	21.72%	▲

KEY INFORMATION

▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.

13.8 MONTHLY FINANCIAL REPORT - JANUARY 2026

Report Reference Number	OCR-3991
Prepared by	Kelli Small, Consultant
Supervised by	Peter Kocian, Executive Manager Corporate Services
Meeting date	Tuesday, 17 February 2026
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	

1. Monthly Financial Report for the month ended 31 January 2026

PURPOSE

The purpose of this report is to present to Council the Monthly Financial Report for the month ended 31 January 2026. A Capital Works report has been incorporated into the workbook.

EXECUTIVE SUMMARY

A Monthly Financial Report workbook has been prepared to provide an overview of key financial activity.

The WA Government amended regulation 34 of the *Local Government (Financial Management) Regulations 1996* to require the Statement of Financial Activity be presented according to nature or type classification.

Regulation 35 also requires local governments to prepare a monthly Statement of Financial Position.

A Capital Works Report is presented detailing committed expenditure against budgets. This report is used to assess the clearance rate of capital projects.

BACKGROUND

Presentation of a monthly financial report to Council is both a statutory obligation and good financial management practice that:

- demonestrates the Town's commitment to managing its operations in a financially responsible and sustainable manner.
- provides timely identification of variances from budget expectations for revenues and expenditures and identification of emerging opportunities or changes in economic conditions.
- ensures proper accountability to the ratepayers for the use of financial resources.

Financial information that is required to be reported to Council monthly includes:

- operational financial performance against budget expectations.
- explanations for identified variances from expectations.
- financial position of the Town at the end of each month.

Understanding the Financials

When reading the financial information/statements, variances (deviations from budget expectations) are classified as either:

- Favourable variance (F)
- Unfavourable variance (U)
- Timing variance (T)

A timing variance relates to a budgeted revenue or expense that has not occurred at the time it was expected, but which is still expected to occur with the budget year. That is, the financial transaction will still occur, but just in a different month. This timing difference may require the year-to-date budget to be amended for future periods.

A realised favourable or unfavourable variance is different to a timing variance. It represents a genuine difference between the actual and budgeted revenue or expenditure items.

A realised favourable variance on a revenue item is a positive outcome as it increases the projected budget surplus. An unfavourable variance on a revenue item has the opposite effect, resulting in a decrease in the projected budget result.

A realised favourable variance on an expenditure item may have either of two causes – one being a saving because the outcome was achieved for lesser cost, which has the effect of increasing the projected budget result. The other cause may be that the proposed expenditure may not have been undertaken and is not expected to be incurred in that financial year. Whilst this may seem positive from a financial position perspective, it may not be a positive outcome for the community if the service or project is not delivered.

If a realised favourable or unfavourable variance is material in value, a recommendation will be provided to Council for consideration to amend the budget.

CONSULTATION

Budget Managers are provided with a monthly Responsible Officer Report for review and report of budget variances.

STATUTORY ENVIRONMENT

Section 6.4 of the *Local Government Act 1995* and Regulation 34 of the *Local Government (Financial Management) Regulations 1996* detail the form and way a local government is to prepare its Statement of Financial Activity.

Regulation 35 of the *Local Government (Financial Management) Regulations 1996* requires a monthly Statement of Financial Position to be prepared.

Expenditure from the municipal fund not included in the annual budget must be authorised in advance by an absolute majority decision of Council pursuant to section 6.8 of the *Local Government Act 1995*.

Fees and charges are imposed in accordance with section 6.16 of the *Local Government Act 1995*. Fees and charges imposed outside of the Annual Budget require an absolute majority decision of Council and must give local public notice of the new fees pursuant to section 6.19 of the *Local Government Act 1995*.

POLICY IMPLICATIONS

Significant Accounting Policies are adopted by Council on an annual basis. These policies are used in the preparation of the statutory reports submitted to Council.

FINANCIAL IMPLICATIONS

As part of the adopted 2025/26 Budget, Council adopted the following thresholds as levels of material variances for financial reporting:

That in accordance with regulation 34 (5) of the Local Government (Financial Management) Regulations 1996, and AASB 1031 Materiality, the level to be used in statements of financial activity in 2025/26 for reporting material variances shall be:

- 10% of the amended budget; or
- \$10,000 of the amended budget;

whichever is greater. In addition, that the material variance limit be applied to total revenue and expenditure for each Nature classification and capital income and expenditure in the Statement of Financial Activity.

STRATEGIC IMPLICATIONS

The monthly financial report is the key financial reporting mechanism to Council, to provide oversight of the financial management of the local government. This ties into the Strategic Community Plan as follows:

5.3.1 Deliver community outcomes through sustainable finance and human resource management.

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)
Inadequate oversight of the financial position of the Town may result in adverse financial trends	Rare (1)	Major (4)	Low (1-4)	FINANCIAL IMPACT \$50,000 - \$250,000	Manage by monthly review of financial statements and key financial information
Inadequate monitoring of grant funding and expenditure resulting in incorrect income transfers	Possible (3)	Moderate (3)	Moderate (5-9)	FINANCIAL IMPACT \$250,001 - \$1,000,000	Manage by updating the internal grants register and contract liabilities register each month

RISK MATRIX

Consequence		Insignificant	Minor	Moderate	Major	Extreme
Likelihood		1	2	3	4	5
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

Not Applicable.

COMMENT

This report presents the Statement of Financial Activity by Nature for the month ending 31 January 2026.

The following is a summary of headline numbers from the attached financial report, and explanations for variances is provided in Note 1 of the workbook:

	Original Budget	Current Budget	YTD Budget	YTD Actual
Opening Surplus	(588,579)	(300,656)	(300,656)	(300,656)
Operating Revenue	13,588,708	18,897,730	15,128,746	15,349,259
Operating Expenditure	(14,783,386)	(20,387,274)	(12,046,674)	(11,265,459)
Capital Expenditure	(2,430,421)	(2,486,297)	(1,502,899)	(102,114)
Capital Income	933,213	(1,183,213)	988,213	265,909
Financing Activities	1,017,606	1,029,106	216,669	185,743
Non-Cash Items	2,262,859	2,262,859	1,340,784	1,348,348
Closing Surplus/(Deficit)	0	(161,319)	3,824,183	5,481,030

The Executive Summary in the workbook provides an overview of key indicators for the month. Further comments are provided below:

- Rate Notices were issued on the 28 July. The Town has raised \$12 million and received \$10.5 million (including rates, ESL, service charges) by the end of January, equating to 87.4% of total rates and charges paid. It is noted that rate notices were issued one week later than last year.
- The 2024/25 Audit by the Office of the Auditor General is still to be finalised, expected in March 2026. Net current assets of (\$300,659) is carried forward from 30 June 2025.
- As the fixed asset register cannot be finalised until the 2024/25 audit opinion is issued, no itemised depreciation has been run for 2025/26, although manual entry has been applied in the Statement of Financial Activity year to date.
- Capital works programs are yet to substantially commence with a year-to-date budget of \$1.5 million and year-to-date actuals of \$102k incurred.
- Due to the Council's decision (OCM 19/11/2025) of not awarding tender for the Riverside Road Resurfacing works, the following capital works will be deferred to next financial year.
 - Riverside Road Upgrade \$360K
 - Riverside Road Footpath upgrade \$45K

A budget amendment will be included in mid-year budget review.

- The Town records balance sheet account movements, such as provision of employee leave, interest on lease/ROU at the end of the financial year leading to timing variance during the year; however, these are not considered material.
- East Fremantle Community Park estimated expenses and incomes are presented as separate line items in statement of financial activity.

- Other Revenue - Principal Agent Arrangements
- Other Expenditure - Principal Agent Arrangements

➤ EFCP - Principal Agent Arrangements actual result for the period ending 31 December 2025, with accruals for January 2026 incorporated into this report. The net operating subsidy of (\$377K) against the year date budget of (\$312k) and a full year budget subsidy of (\$368K).

The Town's accruals of incomes and expenses are adjusted with available actuals and where actuals are not available, the budgeted incomes and expenses have been accrued.

CONCLUSION

Council is requested to receive the Monthly Financial Report for the month ended 31 January 2026 as submitted.

13.8 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

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

OFFICER RECOMMENDATION:

That Council:

1. receives the Monthly Financial Report for the month ended 31 January 2026, as presented as attachment 1 to this report, inclusive of:
 - (i) Statement of Financial Activity by Nature
 - (ii) Statement of Comprehensive Income
 - (iii) Statement of Financial Position
 - (iv) Capital Expenditure Report
2. notes the unrestricted municipal surplus of \$5,481,030 for the month ended 31 January 2026.

REPORT ATTACHMENTS

Attachments start on the next page

TOWN OF EAST FREMANTLE
MONTHLY FINANCIAL REPORT
(Containing the Statements of Financial Activity and Financial Position)
For the period ended 31 January 2026

LOCAL GOVERNMENT ACT 1995
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

TABLE OF CONTENTS

Key Information	2
Statement of Financial Activity	4
Statement of Comprehensive Income	5
Statement of Financial Position	6
Note 1 Explanation of Material Variances	7
Note 2 Statement of Financial Activity Information	8
Note 3 Cash & Cash Investments	9
Note 4 Reserve Accounts	10
Note 5 Capital Acquisitions	11
Note 6 Disposal of Assets	13
Note 7 Receivables	14
Note 8 Rate Revenue	15
Note 9 Borrowings	16
Note 10 Grants & Contributions	17
Note 11 Budget Amendments	18
Note 12 Statement of Financial Activity - General Operations	19
Note 13 Statement of Financial Activity - East Fremantle Community Park (EFCP)	20

TOWN OF EAST FREMANTLE
FOR THE PERIOD ENDED 31 JANUARY 2026

KEY INFORMATION**Funding Surplus or Deficit Components**

Funding surplus / (deficit)				
	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	(\$0.30 M)	(\$0.30 M)	(\$0.30 M)	\$0.00 M
Closing	(\$0.16 M)	\$3.82 M	\$5.48 M	\$1.66 M

Refer to Statement of Financial Activity

Cash and cash equivalents

	\$9.11 M	% of total
Unrestricted Cash	\$5.12 M	56.2%
Restricted Cash	\$3.99 M	43.8%

Refer to 3 - Cash and Cash Investments

Payables

	\$5.10 M
Trade Payables	\$0.08 M
Other Payables	\$5.02 M

Receivables

	\$0.33 M	% Collected
Rates Receivable	\$1.56 M	87.4%
Trade Receivable	\$0.33 M	% Outstanding
Current	\$0.24 M	73.7%
30 - 90 days	\$0.00 M	0.7%
Over 90 Days	\$0.08 M	26.6%

Refer to 7 - Receivables

Key Operating Activities**Amount attributable to operating activities**

Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.77 M	\$4.42 M	\$5.43 M	\$1.01 M

Refer to Statement of Financial Activity

Rates Revenue

YTD Actual	\$10.01 M	% Variance
YTD Budget	\$10.03 M	(0.2%)

Refer to 8 - Rate Revenue

Grants and Contributions

YTD Actual	\$0.54 M	% Variance
YTD Budget	\$0.61 M	(12.1%)

Refer to 10 - Grants and Contributions

Fees and Charges

YTD Actual	\$1.24 M	% Variance
YTD Budget	\$1.26 M	(1.3%)

Refer to Statement of Financial Activity

Key Investing Activities**Amount attributable to investing activities**

Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$1.66 M)	(\$0.51 M)	\$0.16 M	\$0.68 M

Refer to Statement of Financial Activity

Proceeds on sale

YTD Actual	\$0.00 M	%
Amended Budget	\$0.08 M	(100.0%)

Refer to 6 - Disposal of Assets

Asset Acquisition

YTD Actual	\$0.02 M	% Spent
Amended Budget	\$1.20 M	(98.5%)

Refer to 5 - Capital Acquisitions

Capital Grants

YTD Actual	\$0.27 M	% Received
Amended Budget	\$1.11 M	(76.0%)

Refer to 10 - Grants and Contributions

Key Financing Activities**Amount attributable to financing activities**

	\$1.03 M	\$0.22 M	\$0.19 M	(\$0.03 M)
--	----------	----------	----------	------------

Refer to Statement of Financial Activity

Borrowings

Principal repayments	\$0.08 M
Interest expense	\$0.11 M
Principal due	\$5.03 M

Refer to 9 - Borrowings

Reserves

Reserves balance	\$2.29 M
Interest earned	\$0.00 M

Refer to 4 - Cash Reserves

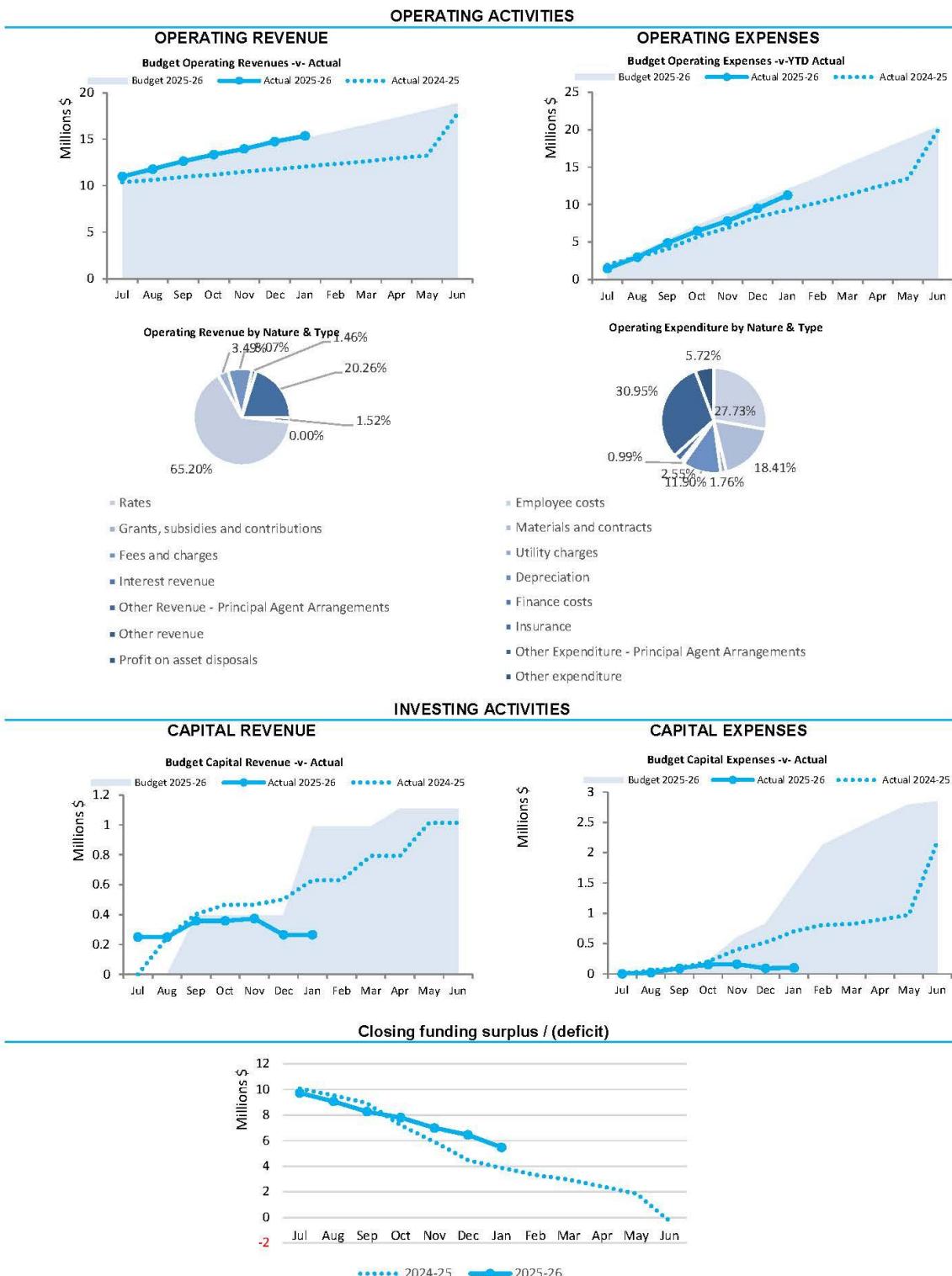
Report Preparation

Prepared by:	Consultant
Reviewed by:	Executive Manager Corporate Services
Date Prepared:	10/02/2026

This information is to be read in conjunction with the accompanying Financial Statements and notes.

TOWN OF EAST FREMANTLE
FOR THE PERIOD ENDED 31 JANUARY 2026

KEY INFORMATION - GRAPHICAL



This information is to be read in conjunction with the accompanying Financial Statements and Notes.

TOWN OF EAST FREMANTLE
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2026

CONSOLIDATED	Note	Original Budget	Current Budget	YTD Budget	YTD Actual	Variance*	Variance*	Var.		
		(a)	(a)	(b)	(c)	\$	%			
OPERATING ACTIVITIES										
Revenue from operating activities										
Rates	8	10,044,192	10,044,192	10,030,227	10,007,432	(22,795)	(0.23%)	▼		
Grants, subsidies and contributions	10	1,211,468	1,044,410	609,965	536,214	(73,751)	(12.09%)	▼		
Fees and charges		1,808,373	1,808,373	1,255,304	1,239,348	(15,956)	(1.27%)	▼		
Interest revenue		220,569	220,569	128,665	223,843	95,178	73.97%	▲		
Other Revenue - Principal Agent Arrangements		0	5,476,080	2,947,972	3,109,491	161,519	5.48%	▲		
Other revenue		268,480	268,480	156,613	232,931	76,318	48.73%	▲		
Profit on asset disposals	6	35,626	35,626	0	0	0	0.00%			
		13,588,708	18,897,730	15,128,746	15,349,259	220,513	1.46%			
Expenditure from operating activities										
Employee costs		(5,687,040)	(5,687,040)	(3,321,796)	(3,123,691)	198,105	5.96%	▼		
Materials and contracts		(4,914,916)	(4,674,832)	(2,831,104)	(2,073,437)	757,667	26.76%	▼		
Utility charges		(452,443)	(452,443)	(263,923)	(197,911)	66,012	25.01%	▼		
Depreciation		(2,298,486)	(2,298,486)	(1,340,784)	(1,340,785)	(1)	(0.00%)			
Finance costs		(300,133)	(300,133)	(175,078)	(111,280)	63,798	36.44%	▼		
Insurance		(317,614)	(317,614)	(317,614)	(287,573)	30,041	9.46%	▼		
Other Expenditure - Principal Agent Arrangements		0	(5,843,972)	(3,260,600)	(3,486,646)	(226,046)	(6.93%)	▼		
Other expenditure		(812,754)	(812,754)	(535,775)	(644,136)	(108,361)	(20.23%)	▲		
		(14,783,386)	(20,387,274)	(12,046,674)	(11,265,459)	781,215	6.48%			
Non-cash amounts excluded from operating activities	2(b)	2,262,859	2,262,859	1,340,784	1,348,348	7,564	0.56%			
Amount attributable to operating activities		1,068,181	773,315	4,422,856	5,432,148	1,009,292	22.82%			
INVESTING ACTIVITIES										
Proceeds from capital grants, subsidies and contributions	10	858,213	1,108,213	988,213	265,909	(722,304)	(73.09%)	▼		
Proceeds from disposal of assets	6	75,000	75,000	0	0	0	0.00%			
Payments for property, plant and equipment	5	(1,342,693)	(1,648,569)	(969,801)	(84,297)	885,503	91.31%	▼		
Payments for construction of infrastructure	5	(1,087,728)	(1,197,728)	(533,099)	(17,817)	515,281	96.66%	▼		
Amount attributable to investing activities		(1,497,208)	(1,663,084)	(514,686)	163,795	678,481	131.82%			
FINANCING ACTIVITIES										
Transfer from reserves	4	1,328,527	1,340,027	326,684	326,684	0	0.00%			
Repayment of borrowings	9	(157,911)	(157,911)	(78,015)	(78,015)	0	0.00%			
Payments for principal portion of lease liabilities		(54,261)	(54,261)	(32,000)	(62,926)	(30,926)	(96.64%)	▼		
Transfer to reserves	4	(98,749)	(98,749)	0	0	0	0.00%			
Amount attributable to financing activities		1,017,606	1,029,106	216,669	185,743	(30,926)	(14.27%)			
MOVEMENT IN SURPLUS OR DEFICIT										
Surplus or deficit at the start of the financial year		(588,579)	(300,656)	(300,656)	(300,656)	0	0.00%			
Amount attributable to operating activities		1,068,181	773,315	4,422,856	5,432,148	1,009,292	22.82%	▲		
Amount attributable to investing activities		(1,497,208)	(1,663,084)	(514,686)	163,795	678,481	131.82%	▲		
Amount attributable to financing activities		1,017,606	1,029,106	216,669	185,743	(30,926)	(14.27%)	▼		
Surplus or deficit after imposition of general rates		0	(161,319)	3,824,183	5,481,030	1,656,847	43.33%	▲		

KEY INFORMATION

▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.

* Refer to Note 1 for an explanation of the reasons for the variance.

This statement is to be read in conjunction with the accompanying Financial Statements and Notes.

TOWN OF EAST FREMANTLE
STATEMENT OF COMPREHENSIVE INCOME
FOR THE PERIOD ENDED 31 JANUARY 2026

CONSOLIDATED	NOTE	Original	Current	YTD	YTD
		Budget	Budget	Budget	Actual
Revenue					
Rates	8	10,044,192	10,044,192	10,030,227	10,007,432
Grants, subsidies and contributions	10	1,211,468	1,044,410	609,965	536,214
Fees and charges		1,808,373	1,808,373	1,255,304	1,239,348
Interest revenue		220,569	220,569	128,665	223,843
Other Revenue - Principal Agent Arrangements		0	5,476,080	2,947,972	3,109,491
Other revenue		268,480	268,480	156,613	232,931
		13,553,082	18,862,103	15,128,746	15,349,259
Expenses					
Employee costs		(5,687,040)	(5,687,040)	(3,321,796)	(3,123,691)
Materials and contracts		(4,914,916)	(4,674,832)	(2,831,104)	(2,073,437)
Utility charges		(452,443)	(452,443)	(263,923)	(197,911)
Depreciation		(2,298,486)	(2,298,486)	(1,340,784)	(1,340,785)
Finance costs		(300,133)	(300,133)	(175,078)	(111,280)
Insurance		(317,614)	(317,614)	(317,614)	(287,573)
Other Expenditure - Principal Agent Arrangements		0	(5,843,972)	(3,260,600)	(3,486,646)
Other expenditure		(812,754)	(812,754)	(535,775)	(644,136)
		(14,783,386)	(20,387,274)	(12,046,673)	(11,265,459)
Capital grants, subsidies and contributions	10	858,213	1,108,213	988,213	265,909
Profit on asset disposals	6	35,626	35,626	0	0
		893,839	1,143,839	988,213	265,909
Total comprehensive income for the period		(336,465)	(381,332)	4,070,286	4,349,709

This statement is to be read in conjunction with the accompanying notes.

TOWN OF EAST FREMANTLE
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 31 JANUARY 2026

	Consolidated 30 June 2025	General Operations	EFCP	Consolidated
		31 January 2026	31 January 2026	31 January 2026
	\$	\$	\$	\$
CURRENT ASSETS				
Cash and cash equivalents	5,406,394	1,291,085	15,000	1,306,085
Trade and other receivables	558,912	1,715,404	71,611	1,787,015
Other financial assets	0	7,805,435	0	7,805,435
Inventories	82,442	0	82,442	82,442
Other assets	38,113	3,168,529	4,677	3,173,206
TOTAL CURRENT ASSETS	6,085,861	13,980,453	173,730	14,154,183
NON-CURRENT ASSETS				
Trade and other receivables	179,491	171,928	0	171,928
Other financial assets	79,620	79,620	0	79,620
Property, plant and equipment	57,039,247	55,524,240	674,758	56,198,998
Infrastructure	51,358,454	50,985,287	0	50,985,287
Right-of-use assets	210,381	185,125	0	185,125
TOTAL NON-CURRENT ASSETS	108,867,193	106,946,200	674,758	107,620,958
TOTAL ASSETS	114,953,054	120,926,653	848,488	121,775,141
CURRENT LIABILITIES				
Trade and other payables	2,896,859	3,707,309	1,712,662	5,419,971
Other liabilities	195,376	289,943	0	289,943
Lease liabilities	80,578	17,652	0	17,652
Borrowings	295,799	157,911	137,888	295,799
Employee related provisions	823,699	819,340	0	819,340
TOTAL CURRENT LIABILITIES	4,292,311	4,992,155	1,850,550	6,842,705
NON-CURRENT LIABILITIES				
Lease liabilities	204,476	204,476	0	204,476
Borrowings	4,809,576	4,340,876	390,684	4,731,560
Employee related provisions	134,319	134,319	0	134,319
TOTAL NON-CURRENT LIABILITIES	5,148,371	4,679,671	390,684	5,070,355
TOTAL LIABILITIES	9,440,682	9,671,826	2,241,234	11,913,060
NET ASSETS	105,512,372	111,254,827	(1,392,746)	109,862,081
Retained surplus	53,063,312	59,132,451	(1,392,746)	57,739,705
Reserve accounts	2,616,769	2,290,085	0	2,290,085
Revaluation surplus	49,832,291	49,832,291	0	49,832,291
TOTAL EQUITY	105,512,372	111,254,827	(1,392,746)	109,862,081

This statement is to be read in conjunction with the accompanying notes.

Movement in Equity as per Statement of Comprehensive Income **4,349,709**

TOWN OF EAST FREMANTLE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2026

1 EXPLANATION OF MATERIAL VARIANCES

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date actual materially. The material variance adopted by Council for the 2025-26 year is \$10,000 or 10.00% whichever is the greater.

Description	Var. \$	Var. %	Var.	Timing / Permanent	Explanation
	\$	%			
Revenue from operating activities					
Rates	(22,795)	(0.23%)	▼	Timing	No interim rates processed YTD. Approximately 13k expected to be processed in February.
Grants, subsidies and contributions	(73,751)	(12.09%)	▼	Timing	See Note 10 Grants & Contributions for more detailed information.
Fees and charges	(15,956)	(1.27%)	▼	Timing	No material variance.
Interest revenue	95,178	73.97%	▲	Permanent	Interest income higher than budgeted. Permanent budget variance to be updated through mid year budget review.
Other Revenue - Principal Agent Arrangements	161,519	5.48%	▲	Timing	EFCP income and expenditure accruals based on forecast figures provided.
Other revenue	76,318	48.73%	▲	Permanent	Reimbursement of long service leave from other council \$74K (permanent variance), will be adjusted with long service leave liability balance. Insurance recovery, expenses/outgoings recovery from lessees, etc representing timing variance. Permanent budget variance to be updated through mid year budget review.
Expenditure from operating activities					
Employee costs	198,105	5.96%	▼	Timing	No material variance, favourable.
Materials and contracts	757,667	26.76%	▼	Timing	Favourable variance due to timing.
Utility charges	66,012	25.01%	▼	Timing	Favourable variance expected due to timing.
Finance costs	63,798	36.44%	▼	Timing	Interest expenses on ROU assets recognised at end of the year process. Timing difference.
Insurance	30,041	9.46%	▼	Permanent	Insurance costs incurred less than budget expectations. Permanent budget variance to be updated through mid year budget review.
Other Expenditure - Principal Agent Arrangements	(226,046)	(6.93%)	▼	Permanent	EFCP income and expenditure accruals based on forecast figures provided.
Other expenditure	(108,361)	(20.23%)	▲	Timing	Permanent variance of \$50k EFCP Scoreboard contribution transferred to operating expenditure, was budgeted in capital expenditure - no impact on net result. Fremantle Library shared service \$22k higher than expected. Timing variances across other
Investing Activities					
Proceeds from capital grants, subsidies and contributions	(722,304)	(73.09%)	▼	Timing	Revenue recognition of grants. See Note 10 Grants & Contributions.
Payments for property, plant and equipment	885,503	91.31%	▼	Timing	See Note 5 Capital Acquisitions for more detailed information.
Payments for construction of infrastructure	515,281	96.66%	▼	Timing	See Note 5 Capital Acquisitions for more detailed information.
Financing Activities					
Payments for principal portion of lease liabilities	(30,926)	(96.64%)	▼	Timing	Interest component on lease repayment to be recognised at end of the year process. Timing difference.
Surplus or deficit after imposition of general rates	1,656,847	43.33%	▲	Timing	Due to variances described above.

TOWN OF EAST FREMANTLE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2026

2 STATEMENT OF FINANCIAL ACTIVITY INFORMATION

(a) Net current assets used in the Statement of Financial Activity

Note	Current	Last	Year
	Budget	Year	to
	Closing	Closing	Date
	30 June 2026	30 June 2025	31 January 2026
	\$	\$	\$
Current assets			
Cash and cash equivalents	3 2,367,539	5,406,394	1,306,085
Trade and other receivables	774,141	558,912	1,787,015
Other financial assets	0	0	7,805,435
Inventories	8 0	82,442	82,442
Other assets	177,665	38,113	3,173,206
	<u>3,319,345</u>	<u>6,085,861</u>	<u>14,154,183</u>
Less: current liabilities			
Trade and other payables	(1,074,631)	(2,896,859)	(5,419,971)
Other liabilities	(2,142)	(195,376)	(289,943)
Lease liabilities	(45,114)	(80,578)	(17,652)
Borrowings	9 (165,617)	(295,799)	(295,799)
Employee related provisions	(814,756)	(823,699)	(819,340)
Other provisions	(40,825)	0	0
	<u>(2,143,085)</u>	<u>(4,292,311)</u>	<u>(6,842,705)</u>
Net current assets	<u>1,176,260</u>	<u>1,793,550</u>	<u>7,311,478</u>
Less: Total adjustments to net current assets	<u>(1,176,260)</u>	<u>(2,094,206)</u>	<u>(1,830,448)</u>
Closing funding surplus / (deficit)	<u>0</u>	<u>(300,656)</u>	<u>5,481,030</u>

(b) Non-cash amounts excluded from operating activities

The following non-cash revenue and expenditure has been excluded from operating activities within the Statement of Financial Activity in accordance with *Financial Management Regulation 32*.

Non-cash amounts excluded from operating activities	Current	YTD	YTD
	Budget	Budget	Actual
	\$	\$	
Adjustments to operating activities			
Less: Profit on asset disposals	6 (35,626)	0	0
Add: Depreciation	2,298,486	1,340,784	1,340,785
Pensioner deferred rates receivable movement	0	0	7,562
Movement in Non-Current Receivables	0	0	1
Transfer from WIP to Operating Expenditure	0	0	0
Total non-cash amounts excluded from operating activities	<u>2,262,859</u>	<u>1,340,784</u>	<u>1,348,348</u>

(c) Current assets and liabilities excluded from budgeted deficiency

The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with *Financial Management Regulation 32* to agree to the surplus/(deficit) after imposition of general rates.

	Current	Last	Year
	Budget	Year	Date
	Opening	Closing	
	30 June 2026	30 June 2025	31 January 2026
	\$	\$	\$
Adjustments to net current assets			
Less: Reserve accounts	4 (1,386,991)	(2,616,769)	(2,290,085)
Add: EFCP Consolidated Net Current (Asset)/Liabilities	0	1,676,820	1,676,820
Less: EFCP deficit funding - Current payable to the operator	0	(1,392,746)	(1,392,746)
Add: Current liabilities not expected to be cleared at the end of the year:			
- Current portion of borrowings	9 165,617	157,911	157,911
- Current portion of lease liabilities	45,114	80,578	17,652
Total adjustments to net current assets	<u>2(a) (1,176,260)</u>	<u>(2,094,206)</u>	<u>(1,830,448)</u>

CURRENT AND NON-CURRENT CLASSIFICATION

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. Unless otherwise stated assets or liabilities are classified as current if expected to be settled within the next 12 months, being the Council's operational cycle.

**TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JANUARY 2026**

3 CASH AND CASH INVESTMENTS

Description	Unrestricted	Restricted	Total Cash	Institution	Risk Rating (LT)	Interest Rate	Maturity Date
Cash Deposits							
Municipal Bank Account	1,109,146	181,339	1,290,485	CBA	AA-	3.50%	At Call
Cash On Hand	600	0	600	Petty Cash/Till Float	N/A	0.00%	On Hand
Cash On Hand - EFCP	15,000	0	15,000	EFCP Cash - Consolidation	N/A	0.00%	On Hand
Term Deposits							
Pooled (Muni, Reserves, Bonds and Grants)	0	2,290,085	2,290,085	CBA	AA-	4.23%	Mar 26
Pooled (Muni, Reserves, Bonds and Grants)	2,000,000	0	2,000,000	NAB	AA-	3.35%	Feb 26
Pooled (Muni, Reserves, Bonds and Grants)	2,000,000	0	2,000,000	CBA	AA-	4.09%	Feb 26
Pooled (Muni, Reserves, Bonds and Grants)	1,515,350	0	1,515,350	NAB	AA-	4.15%	Mar 26
Total	6,640,096	2,471,424	9,111,520				
Comprising							
Cash and cash equivalents	2,640,096	181,339	1,306,085				
Financial assets at amortised cost	4,000,000	2,290,085	7,805,435				
	6,640,096	2,471,424	9,111,520				

KEY INFORMATION

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value. Bank overdrafts are reported as short term borrowings in current liabilities in the statement of net current assets.

The local government classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

Comments/Notes - Investments and Cash Deposits

INSTITUTION	\$	(LT) RISK RATING	%
COMMONWEALTH BANK	\$5,580,570	AA-	73.62%
CBA (GREEN/ESTGD TD)	\$0	AA-	0.00%
NATIONAL AUST. BANK	\$2,000,000	AA-	26.38%
SUNCORP	\$0	AA-	0.00%
WESTPAC	\$0	AA-	0.00%
	\$7,580,570		100.00%

(LT) RISK RATING	PORTFOLIO LIMIT	\$	%
	MAX 100%	\$0	0%
AA-	MAX 100%	\$7,580,570	83%
AA (GREEN TERM DEPO)	MAX 100%	\$0	0%
A- (DIVESTMENT)	MAX 100%	\$0	0%
BBB+ (DIVESTMENT)	MAX 80%	\$0	0%
		\$7,580,570	83%

The Town obtains quotes from three (3) financial institutions prior to placing investments. This ensures the Town is receiving the best return on investment possible. The amount the Town invests is dependent on cash flow requirements for business operations and capital works for upcoming months. As the financial year progresses, the Town's cash holdings decreases which means less investment of Municipal funds.

The current monetary policy imposed by the Reserve Bank of Australia (RBA) is driving the interest rate environment.

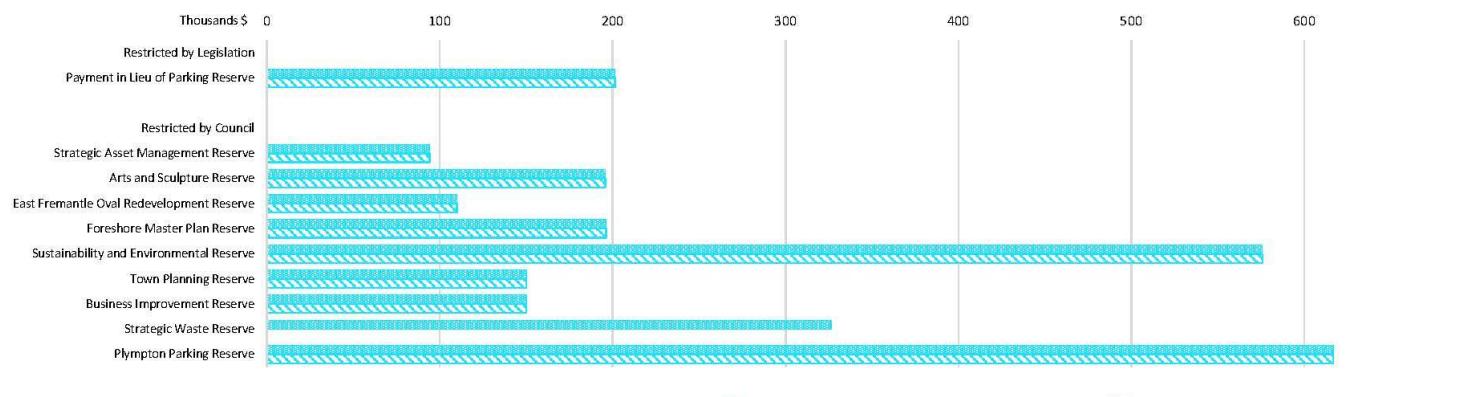
The Town's investment policy precludes investing in term deposits for more than 12 months.



TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JANUARY 2026

4 RESERVE ACCOUNTS

Reserve name	Original Budget				Current Budget							
	Budget Opening Balance	Budget Transfers In (+)	Budget Transfers Out (-)	Budget Closing Balance	Actual Opening Balance	Budget Transfers In (+)	Budget Transfers Out (-)	Budget Closing Balance	Actual Opening Balance	Actual Transfers In (+)	Actual Transfers Out (-)	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Restricted by Legislation												
Payment in Lieu of Parking Reserve	201,385	0	0	201,385	201,385	0	0	201,385	201,385	0	0	201,385
Restricted by Council												
Strategic Asset Management Reserve	94,275	0	(90,000)	4,275	94,275	0	(90,000)	4,275	94,275	0	0	94,275
Arts and Sculpture Reserve	195,664	0	(91,000)	104,664	195,664	0	(102,500)	93,164	195,664	0	0	195,664
East Fremantle Oval Redevelopment Reserve	110,000	0	(110,000)	0	110,000	0	(110,000)	0	110,000	0	0	110,000
Foreshore Master Plan Reserve	196,344	0	(196,344)	0	196,344	0	(196,344)	0	196,344	0	0	196,344
Sustainability and Environmental Reserve	575,750	98,749	(364,499)	310,000	575,750	98,749	(364,499)	310,000	575,750	0	0	575,750
Town Planning Reserve	150,000	0	(150,000)	0	150,000	0	(150,000)	0	150,000	0	0	150,000
Business Improvement Reserve	150,000	0	0	150,000	150,000	0	0	150,000	150,000	0	0	150,000
Strategic Waste Reserve	326,684	0	(326,684)	0	326,684	0	(326,684)	0	326,684	0	(326,684)	0
Plympton Parking Reserve	616,667	0	0	616,667	616,667	0	0	616,667	616,667	0	0	616,667
	2,616,769	98,749	(1,328,527)	1,386,991	2,616,769	98,749	(1,340,027)	1,375,491	2,616,769	0	(326,684)	2,290,085



Attachment -1

TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JANUARY 2026

5 CAPITAL ACQUISITIONS

Account Description	Adopted Budget	Current Budget	YTD Budget	YTD Actual	Order Value	Total Actual	Variance (Under)/Over	Completion	Comments
Plant & Equipment									
E05208 Ford Ranger Super CC XL TDCI Diesel Space Cab	254,768	254,768	254,768	38,587	103,465	142,052	112,716	 15%	
E12804 Toyota Hilux Dual Cab Ute	33,006	33,006	33,006	0	31,765	31,765	1,241	 0%	
E11692 Ford Ranger Double Cab CC XL Dual Cab Ute TDC1	37,700	37,700	37,700	0	35,844	35,844	(5,581)	 117%	Complete.
E12613 Ford Ranger Single Cab Auto Diesel 4x2	33,006	33,006	33,006	0	31,765	31,765	1,856	 0%	
E12642 Isuzu Truck	98,050	98,050	98,050	0	0	0	98,050	 0%	
J04636 Upgrade of power to EV Charger - Dovenby House	20,000	20,000	20,000	0	4,091	4,091	15,909	 0%	
					0			 0%	
Furniture & Equipment									
E04606 General Allocation (Photocopier Corporate Services)	10,000	23,876	23,876	18,743	0	18,743	5,133	 79%	
	10,000	23,876	23,876	18,743	0	18,743	5,133	 79%	
Buildings									
	1,077,925	1,369,925	691,157	26,967	41,644	68,611	1,301,314	 2%	
J11748 Solar and Battery Installation East Fremantle Community Park. Solar installation Town Hall, Depot and Dovenby House	796,425	796,425	398,213	0	960	960	795,465	 0%	
J11738 East Fremantle Community Park - Croquet lawn reconstruction	200,000	387,000	187,000	9,220	0	9,220	377,781	 2%	
E11739 Tricolore Windows Ballustrades	20,000	20,000	20,000	8,385	0	8,385	11,615	 42%	
E14606 Buildings - General	61,500	106,500	56,500	9,362	34,544	43,906	62,594	 9%	
E14601 Building Electrical Upgrades	0	10,000	4,444	0	6,140	6,140	3,860	 0%	
J11672 East Fremantle Community Park - Scoreboard	0	50,000	25,000	0	0	0	50,000	 0%	Contribution recognised as operating expenditure. Budget to be amended at mid year budget review.

TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JANUARY 2026

5 CAPITAL ACQUISITIONS

	Account Description	Adopted Budget	Current Budget	YTD Budget	YTD Actual	Order Value	Total Actual	Variance (Under)/Over	Completion	Comments
Infrastructure - roads										
J12850	Riverside Road (Swan Yacht club to Wayman reserve)	360,000	360,000	154,286	0	850	850	359,150	0%	To be postponed.
								359,150	0%	
								359,150	0%	
Infrastructure - drainage										
J12834	Drainage - Various River Outlet Reduction and GPTS	77,148	122,148	54,993	0	0	0	122,148	0%	
		27,148	27,148	11,635	0	0	0	27,148	0%	
J12835	Preston Point Road - Pipe from PPR to river above carpark - Pipe upgrade running down bank to river - Investigation and options	10,000	10,000	4,286	0	0	0	10,000	0%	
J12836	Camp Waller - Drainage upgrade from accessway	20,000	25,000	10,500	0	0	0	25,000	0%	
J12837	Boat Ramp - Upgrade existing pits and clean out sumps with weeds	20,000	20,000	8,571	0	0	0	20,000	0%	
J11673	Glasson Park - Limestone Wall	0	40,000	20,001		0	0	40,000	0%	
Infrastructure - parks & ovals										
E11726	Infrastructure - Parks & Ovals	406,000	456,000	204,000	8,117	6,520	14,637	441,363	2%	
J11741	Limestone wall replacement - Glasson Park	0	50,000	30,000	0	0	0	50,000		
J11745	Drink Fountains	75,000	75,000	32,143	0	4,945	4,945	70,055	0%	
J12812	Flood-lighting Upgrade - Wauhop Park	10,000	10,000	4,286	7,640	0	7,640	2,360	76%	
J11674	Bore pump test - Glasson Park	100,000	100,000	42,857	0	0	0	100,000	0%	
J11747	Ulrich Playground Replacement	10,000	10,000	4,286	0	0	0	10,000	0%	
J11742	Public Art Installation - East Fremantle Community Park	120,000	120,000	51,429	0	0	0	120,000	0%	
		91,000	91,000	39,000	477	1,575	2,052	88,948	1%	
Infrastructure - car parks										
E12609	Carparks - General Allocation	20,000	20,000	8,571	0	0	0	20,000	0%	
		20,000	20,000	8,571	0	0	0	20,000	0%	
Infrastructure - footpaths										
J12843	Riverside Road (North side), adjacent to Wayman Reserve (do at same time as road upgrade)	224,580	239,580	111,249	9,700	0	9,700	229,880	4%	
		45,000	45,000	19,286	0	0	0	45,000	0%	
J12845	Preston Point Road - Between Pier St & Woodhouse St	70,000	70,000	30,000	0	0	0	70,000	0%	
J12844	Preston Point Road (West side) - Between Bolton Street and Pier Street	109,580	109,580	46,963	0	0	0	109,580	0%	
J11846	Moss St, (west side), between Canning Hwy & George St (Remove Concrete and replace with Red asphalt, as per style guide)	0	15,000	15,000	9,700	0	9,700	5,300	65%	
		2,430,421	2,846,297	1,502,899	102,115	152,479	254,593	2,591,704	4%	

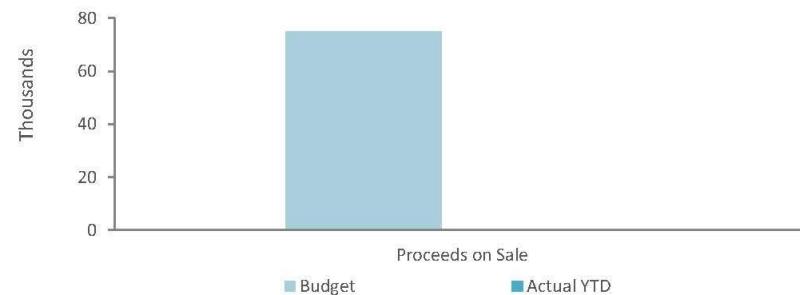
- Total Actual < Current Budget
- No Current Budget
- No YTD Actual
- -11127921%

**TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JANUARY 2026**

6 DISPOSAL OF ASSETS

Asset Ref.	Asset description	Current Budget				YTD Actual			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
1GQJ-387	Isuzu MKR190 truck	7,034	15,000	7,966	0	0	0	0	0
1DTJ-953	EMRS Vehicle	0	10,000	10,000	0	0	0	0	0
1GQD-688	Kobota F3690	7,575	15,000	7,425	0	0	0	0	0
1GDV-315	TORO Z Mower	0	10,000	10,000	0	0	0	0	0
1GKM 815	Kobelco SK17SR-5	20,764	21,000	236	0	0	0	0	0
1TUQ-820	Isuzu 4.5T Tipper	4,000	4,000	0	0	0	0	0	0
		39,374	75,000	35,626	0	0	0	0	0

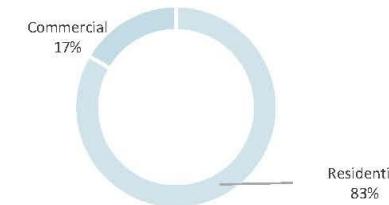
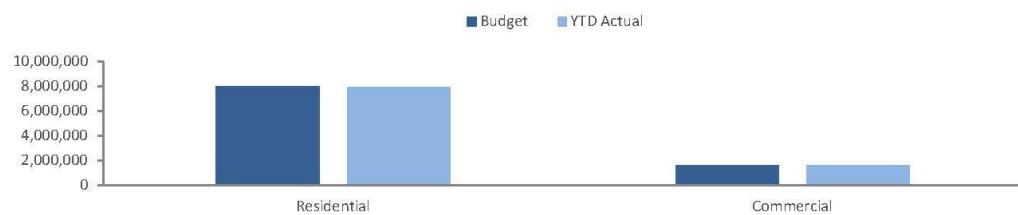
*As at



TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JANUARY 2026

8 RATE REVENUE

General rate revenue		Rate in \$ (cents)	Number of Properties	Rateable Value	Current Budget		YTD Actual Reassessed Rate Revenue	Total Revenue	Rate Revenue	YTD Actual Reassessed Rate Revenue	Total Revenue
RATE TYPE					\$	\$					
Gross rental value											
Residential		0.075417	2,968	105,518,080	7,961,100	33,517	7,994,617		7,957,857	0	7,957,857
Commercial		0.127835	119	12,346,985	1,578,377	0	1,578,377		1,578,377	0	1,578,377
Sub-Total			3,087	117,865,065	9,539,477	33,517	9,572,994		9,536,234	0	9,536,234
Minimum payment											
Gross rental value											
Residential		1,360.00	336		456,960	0	456,960		456,960	0	456,960
Commercial		2,034.00	7	79,940	14,238	0	14,238		14,238	0	14,238
Sub-total			343	79,940	471,198	0	471,198		471,198	0	471,198
Total							10,044,192				10,007,432



TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JANUARY 2026

9 BORROWINGS

Repayments - borrowings

Information on borrowings	Particulars	Loan No.	New Loans		Principal Repayments		Principal Outstanding		Finance Costs	
			1 July 2025	Actual	Current Budget	Actual	Current Budget	Actual	Current Budget	Actual
EF Oval Precinct Redevelopment	185	4,576,802	0	0	(78,015)	(157,911)	4,498,787	4,418,891	73,758	218,794
EF Oval Precinct Redevelopment - Loan guarantee fee	185	0	0	0	0	0	0	0	32,125	32,125
EF Community Park - Equipment loan EFCP		528,573	0	0	0	0	528,573	0	0	0
Total		5,105,375	0	0	(78,015)	(157,911)	5,027,360	4,418,891	105,883	250,919
Current borrowings			295,799				295,799			
Non-current borrowings			4,809,576				4,731,561			
			5,105,375				5,027,360			

All debenture repayments were financed by general purpose revenue.

KEY INFORMATION

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or as the asset is substantially ready for its intended use or sale.

Fair values of borrowings are not materially different to their carrying amounts, since the interest payable on those borrowings is either close to current market rates or the borrowings are of a short term nature. Non-current borrowings fair values are based on discounted cash flows using a current borrowing rate.

TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JANUARY 2026

10 GRANTS, SUBSIDIES AND CONTRIBUTIONS
OPERATING CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Program	Grant Provider	Purpose of Grant	Original Budget Revenue	Current Budget Revenue	YTD Budget	YTD Revenue Actual
			\$	\$	\$	\$
General Purpose Funding						
Grants Commission - General	WALGGC	Untied - General Purpose	191,670	78,189	53,735	53,735
Grants Commission - Roads	WALGGC	Untied - Road	85,665	32,088	18,786	18,626
Education and Welfare						
Commonwealth Home Support Programme	Commonwealth Dep. Health	Commonwealth Home Support Programme	707,894	707,894	412,938	419,910
Recreation and Culture						
Riverbank Grant Funding	Foreshore Management Reserve	Norm McKenzie Wall Upgrade & Plaza Project	181,339	181,339	105,781	0
Community Amenities						
Bus Shelter - Maintenance Assistance Scheme	Public Transport Authority	Bus Shelter Maintenance	4,100	4,100	2,392	0
Transport						
Direct Grant	Main Roads	Direct Grant	28,000	28,000	16,333	26,788
Street Lighting Subsidy	Main Roads	Street Lighting Subsidy	4,800	4,800	0	0
Stirling Bridge Verge Maintenance Agreement	Main Roads	Stirling Highway Verge Maint. Agreement	8,000	8,000	0	0
Department of Water	Department of Water	WATR09RI - WA Tree Recovery Round 1	0	0	0	17,155
			1,211,468	1,044,410	609,965	536,214

CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Program	Grant Provider	Purpose of Grant	Original Budget Revenue	Current Budget Revenue	YTD Budget	YTD Revenue Actual
			\$	\$	\$	\$
Recreation and Culture						
Fremantle Womens Soccer Club Refurb	State Government	Election Commitment - Flood Lighting Upgrade Wauhop Park	100,000	100,000	100,000	0
Community Energy Fund	Fed. Dept. of Industry, Science and Resources	Solar and Battery Installation	398,213	398,213	398,213	0
East Fremantle Community Park	AFL Facilities Fund and others		0	250,000	250,000	265,909
Transport						
Regional Road Group	Main Roads WA	Riverside Road Upgrade	240,000	240,000	192,000	0
Roads to Recovery	Department of Infrastructure	Riverside Road Upgrade	120,000	120,000	48,000	0
			858,213	1,108,213	988,213	265,909

**TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JANUARY 2026**

11 BUDGET AMENDMENTS

Amendments to original budget since budget adoption.

Description	Date	Increase / (Decrease) to Net Surplus	Current Budget Surplus/ (Deficit) Running Balance	
			\$	\$
Annual Budget Adoption Surplus/(Deficit)				0
Adjustment to budgeted surplus	18 Nov 25	287,923	287,923	
25/26 Budget Opening Surplus / (Deficit) - (\$588,579)				
25/26 Actual B/F Surplus / (Deficit) - (\$300,656)				
Financial Assistance Grants				
General Purpose Grants - Grants Commission	19 Aug 25	(113,482)	174,441	
General Purpose Grants (Roads) - Grants Commission	19 Aug 25	(53,577)	120,864	
EF Oval Operating Expense/Income	19 Aug 25	367,891	488,755	
Other Revenue - Principal Agent Arrangements	19 Aug 25	5,476,081	5,964,836	
Other Expenditure - Principal Agent Arrangements	19 Aug 25	(5,843,972)	120,864	
EF Oval Redevelopment project				
Capex - EF Oval Redevelopment	19 Aug 25	(187,000)	(66,136)	
AFL Facilities Funding	19 Aug 25	250,000	183,864	
East Fremantle Community Park - Scoreboard	19 Aug 25	(50,000)	133,864	
General Capex carry overs from 24-25				
Buildings general	19 Aug 25	(45,000)	88,864	
Camp Waller - Eaves	19 Aug 25	(5,000)	83,864	
Building Electrical Upgrades	19 Aug 25	(10,000)	73,864	
Glasson Park - Limestone Wall	19 Aug 25	(40,000)	33,864	
Parks and Ovals - Bores and Irrigation	19 Aug 25	(50,000)	(16,136)	
Moss Street Footpath	19 Aug 25	(15,000)	(31,136)	
Operational expenses carry overs from 24-25				
Strategic and Business Planning Services	19 Aug 25	(40,000)	(71,136)	
Mooring Jetty Maintenance	19 Aug 25	(50,000)	(121,136)	
Furniture and equipment	18 Nov 25	(13,876)	(135,012)	
Materials and Contracts - equipment below threshold	18 Nov 25	(5,000)	(140,012)	
Materials and Contracts - Public art maintenance	18 Nov 25	(11,500)	(151,512)	
Transfer from Art and Sculpture Reserve	18 Nov 25	11,500	(140,012)	
Service Contracts - Consultancy	09 Dec 25	(7,750)	(147,762)	
ICT, Support, Licences	09 Dec 25	(13,557)	(161,319)	
		(161,319)	(161,319)	

TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 DECEMBER 2025

12 STATEMENT OF FINANCIAL ACTIVITY

GENERAL OPERATIONS		Original Budget	Current Budget	YTD Budget	YTD Actual	Variance*	Variance*	Var.
	Note	(a)	(a)	(b)	(c)	\$	%	((c) - (b))/(b)
OPERATING ACTIVITIES								
Revenue from operating activities								
Rates	8	10,044,192	10,044,192	10,027,433	10,007,432	(20,001)	(0.20%)	▼
Grants, subsidies and contributions	10	1,211,468	1,044,410	533,187	529,430	(3,757)	(0.70%)	
Fees and charges		1,808,373	1,808,373	1,146,611	1,098,183	(48,428)	(4.22%)	▼
Interest revenue		220,569	220,569	110,285	215,067	104,782	95.01%	▲
Other revenue		268,480	268,480	134,240	216,820	82,580	61.52%	▲
Profit on asset disposals	6	35,626	35,626	0	0	0	0.00%	
		13,588,708	13,421,650	11,951,756	12,066,932	115,176	0.96%	
Expenditure from operating activities								
Employee costs		(5,687,040)	(5,687,040)	(2,891,003)	(2,728,936)	162,087	5.61%	▼
Materials and contracts		(4,547,025)	(4,674,832)	(2,364,931)	(1,717,476)	647,455	27.38%	▼
Utility charges		(262,443)	(262,443)	(131,220)	(68,510)	62,710	47.79%	▼
Depreciation		(2,298,486)	(2,298,486)	(1,149,244)	(1,149,246)	(2)	(0.00%)	
Finance costs		(49,214)	(49,214)	(24,607)	(5,397)	19,209	78.07%	▼
Insurance		(256,134)	(256,134)	(256,134)	(231,682)	24,452	9.55%	▼
Other expenditure		(812,754)	(812,754)	(480,378)	(324,487)	155,891	32.45%	▼
		(13,913,096)	(14,040,903)	(7,297,517)	(6,225,735)	1,071,782	14.69%	
Non-cash amounts excluded from operating activities	2(b)	2,262,869	2,262,859	1,149,244	1,156,809	7,665	0.66%	
Amount attributable to operating activities		1,938,471	1,643,606	5,803,483	6,998,006	1,194,523	20.58%	
INVESTING ACTIVITIES								
Proceeds from capital grants, subsidies and contributions	10	858,213	858,213	738,213	(0)	(738,213)	(100.00%)	▼
Payments for property, plant and equipment	5	(1,051,693)	(1,120,569)	(297,406)	(67,663)	229,743	77.25%	▼
Payments for construction of infrastructure	5	(1,087,728)	(1,197,728)	(355,399)	(17,817)	337,582	94.99%	▼
Amount attributable to investing activities		(1,206,208)	(1,385,084)	85,408	(85,480)	(170,888)	(200.08%)	
FINANCING ACTIVITIES								
Transfer from reserves	4	1,127,527	1,139,027	300,684	326,684	26,000	8.65%	▲
Repayment of borrowings	9	0	0	0	0	0	0.00%	
Payments for principal portion of lease liabilities		(54,261)	(54,261)	(32,000)	(52,622)	(20,622)	(64.44%)	▼
Transfer to reserves	4	(98,749)	(98,749)	0	0	0	0.00%	
Amount attributable to financing activities		974,517	986,017	268,684	274,062	5,378	2.00%	
MOVEMENT IN SURPLUS OR DEFICIT								
Surplus or deficit at the start of the financial year		(588,579)	(300,656)	(300,656)	(300,656)	0	0.00%	
Amount attributable to operating activities - general		1,938,471	1,643,606	5,803,483	6,998,006	1,194,523	20.58%	▲
Amount attributable to investing activities - general		(1,206,208)	(1,385,084)	85,408	(85,480)	(170,888)	(200.08%)	▼
Amount attributable to financing activities - general		974,517	986,017	268,684	274,062	5,378	2.00%	
Surplus or deficit after imposition of general rates		1,118,201	943,883	5,856,919	6,885,932	1,029,013	17.57%	▲

KEY INFORMATION

▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.

TOWN OF EAST FREMANTLE
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 DECEMBER 2025

13 STATEMENT OF FINANCIAL ACTIVITY
EAST FREMANTLE COMMUNITY PARK (EFCP)

Note	Original Budget (a)	Current Budget (a)	YTD Budget (b)	YTD Actual (c)	Variance* \$ (c) - (b)	Variance* % ((c) - (b))/(b)	Var.	
	\$	\$	\$	\$	\$	%		
OPERATING ACTIVITIES								
Revenue from operating activities								
Other Revenue - Principal Agent Arrangements	0	5,476,080	2,529,610	2,669,062	139,452	5.51%	▲	
	0	5,476,080	2,529,610	2,669,062	139,452	5.51%		
Expenditure from operating activities								
Employee costs	0	0	0	(368)	(368)	0.00%		
Materials and contracts	(367,891)	0	0	(78,607)	(78,607)	0.00%	▲	
Utility charges	(190,000)	(190,000)	(95,000)	(59,524)	35,476	37.34%	▼	
Finance costs	(250,919)	(250,919)	(125,459)	(89,821)	35,639	28.41%	▼	
Insurance	(61,480)	(61,480)	(61,480)	(55,891)	5,589	9.09%		
Other Expenditure - Principal Agent Arrangements	0	(5,843,972)	(2,805,123)	(2,936,393)	(131,270)	(4.68%)	▼	
Other expenditure	0	0	0	(50,000)	(50,000)	0.00%	▲	
Amount attributable to operating activities	(870,290)	(6,346,371)	(3,087,062)	(3,270,603)	(183,541)	(5.95%)		
	(870,290)	(870,291)	(557,452)	(601,541)	(44,089)	(7.91%)		
INVESTING ACTIVITIES								
Proceeds from capital grants, subsidies and contributions	10	0	250,000	250,000	265,909	15,909	6.36%	▲
Payments for property, plant and equipment	5	(291,000)	(528,000)	(188,000)	(9,697)	178,303	94.84%	▼
Amount attributable to investing activities	(291,000)	(278,000)	62,000	256,212	194,212	313.25%		
FINANCING ACTIVITIES								
Transfer from reserves	4	201,000	201,000	26,000	0	(26,000)	(100.00%)	▼
Repayment of borrowings	9	(157,911)	(157,911)	(78,015)	(78,015)	0	0.00%	
Amount attributable to financing activities	43,089	43,089	(52,015)	(78,015)	(26,000)	(49.99%)		
MOVEMENT IN SURPLUS OR DEFICIT CONSOLIDATED SUMMARY								
Surplus or deficit at the start of the financial year								
Amount attributable / net result for EFCP	(588,579)	(300,656)	(300,656)	(300,656)	0	0.00%		
Amount attributable to operating activities - general	(1,118,201)	(1,105,202)	(547,468)	(423,344)	124,123	22.67%	▲	
Amount attributable to investing activities - general	1,938,471	1,643,606	5,803,483	6,998,006	(44,089)	20.58%	▼	
Amount attributable to financing activities - general	(1,206,208)	(1,385,084)	85,408	(85,480)	194,212	(200.08%)	▲	
Surplus or deficit after imposition of general rates	974,517	986,017	268,684	274,062	(26,000)	2.00%	▼	
	0	(161,319)	5,309,452	6,462,588	1,153,136	21.72%	▲	

KEY INFORMATION

▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.

13.9 ACCOUNTS FOR PAYMENT - DECEMBER 2025

Report Reference Number	OCR-3953
Prepared by	Natalie McGill, Senior Finance Officer
Supervised by	Peter Kocian, Executive Manager Corporate Services
Meeting date	Tuesday, 17 February 2026
Voting requirements	Simple Majority
Documents tabled	Nil
Attachments	
1. List of Accounts December 25	
2. Ampol invoice November 25	

PURPOSE

That Council, in accordance with regulation 13(1) of the *Local Government (Financial Management) Regulations 1996*, receives the list of payments made under delegated authority for the month ending 31 December 2025.

EXECUTIVE SUMMARY

Council has an Executive role in receiving the list of payments pursuant to Regulation 13(1) of the *Local Government (Financial Management) Regulations 1996*. It is therefore recommended that Council receives the List of Accounts paid for the period 1 December to 31 December 2025.

BACKGROUND

The Chief Executive Officer has delegated authority to make payments from the Municipal and Trust Accounts in accordance with budget allocations.

The Town provides payments to suppliers by electronic funds transfer, cheque, or credit card. Attached are itemised lists of all payments made under delegated authority during the said period.

The bulk of payments are processed by electronic funds transfer (EFT) with the exception of occasional reimbursements and refunds.

CONSULTATION

Nil.

STATUTORY ENVIRONMENT

Regulation 13: Local Government (Financial Management) Regulations 1996 (as amended) requires local governments to prepare a list of payments made under delegated authority to be prepared and presented to Council monthly.

A new regulation has been added to the *Local Government (Financial Management) Regulations 1996* to increase transparency and accountability in local government, through greater oversight of incidental spending.

Regulation 13A covers purchasing cards issued by local governments to their employees. Purchasing cards use a local government approved line of credit that allows for the timely payment of goods and services acquired in the ordinary course of business.

Purchasing cards include the following:

- business or corporate credit cards
- debit cards
- store cards
- fuel cards
- taxi cards

Other than debit cards, purchasing cards all require a separate payment to the card provider.

Purchasing cards do not include:

- non-reloadable gift cards – these cards are not connected to a local government account or intended to be used as a means of making ordinary business transactions
- pre-loaded purchase or credit card advances – these are cash advances and should be recorded and acquitted accordingly
- SmartRider cards that are centrally controlled for general use – if these cards are managed under the cash advance provisions.

POLICY IMPLICATIONS

Policy 2.1.3 Purchasing. All supplier payments are approved under delegated authority pursuant to the authorisation limits outlined in Council's Purchasing Policy.

FINANCIAL IMPLICATIONS

All expenditure is incurred by authorised officers and made in accordance with the adopted Annual Budget. All amounts quoted in this report are inclusive of GST.

STRATEGIC IMPLICATIONS

A proactive, approachable Council which values community consultation, transparency and accountability

5.1 Strengthen organisational accountability and transparency

5.2 Strive for excellence in leadership and governance.

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)
That Council does not accept the list of payments	Rare (1)	Moderate (3)	Low (1-4)	COMPLIANCE Minor regulatory or statutory impact	Accept Officer Recommendation

RISK MATRIX

Consequence		Insignificant	Minor	Moderate	Major	Extreme
		1	2	3	4	5
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	3
Does this item need to be added to the Town's Risk Register	No
Is a Risk Treatment Plan Required	No

SITE INSPECTION

N/A

COMMENT

Payments for the period include the following significant items.

Payee	Particulars	Amount (GST inc)
DEPARTMENT OF FIRE AND EMERGENCY SERVICES	2025/26 ESL 2ND QUARTER CONTRIBUTION	\$ 500,036.95
CATALYSE PTY LTD	DEVELOPMENT OF COUNCIL PLAN 2025 & MARKET COMMUNITY PERCEPTION SURVEY 2025	\$ 75,079.71
AUSTRALIAN TAXATION OFFICE	BAS NOVEMBER 2025	\$ 48,850.00
VEOLIA RECYCLING & RECOVERY (PERTH) PTY LTD AUSTRALIA	WASTE & RECYCLING – NOVEMBER	\$ 34,054.61
VEOLIA RECYCLING & RECOVERY (PERTH) PTY LTD AUSTRALIA	WASTE & RECYCLING – NOVEMBER	\$ 28,595.36
PROTEC ASPHALT	PARKER - WOODHOUSE, ROAD REPAIR FROM TREE ROOTS INCLUDING PORTION OF KERB AND PATH (AS QUOTED) & REPAIR OF ROAD SURFACE (RED) ALONG MAY STREET - 1 DAYS WORK	\$ 21,274.00
CYGNET WEST PTY LTD	SEABED RENT 01/12/25 - 28/02/25	\$ 13,583.71

ELEMENT ADVISORY PTY LTD	12 MONTH SUBSCRIPTION TO CHARTER - CULTURAL ASSET MANAGEMENT TOOL AND REVIEW AND VALUATION OF TOWN'S PUBLIC ART POLICY	\$ 12,650.00
--------------------------	--	--------------

CONCLUSION

Nil

13.9 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

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

OFFICER RECOMMENDATION:

That Council in accordance with regulation 13(1) of the *Local Government (Financial Management) Regulations 1996*, receives the list of payments made under delegated authority for the month ended 31 December 2025.

December 2025		
Voucher No.	Account	Amount
Cheque 5425-5426	Municipal (Cheques)	\$718.25
EFT 40312— 40436	Municipal (EFT)	\$1,005,419.99
Payroll	Municipal (EFT)	\$266,389.56
	Municipal (Direct Debit)	\$98,150.23
	Credit Card	\$4,232.79
	Total Payments	\$1,374,910.82

REPORT ATTACHMENTS

Attachments start on the next page

TOWN OF EAST FREMANTLE

List of Accounts paid by the Chief Executive for December 2025 submitted for the information of the Council Meeting to be held on Tuesday 17 February 2026

Cheque	Payment Date	Supplier	Description	Inv Amount	Cheque
5425	09/12/2025	TOWN OF EAST FREMANTLE	ADMIN PETTY CASH -27/11/25	338.25	338.25
5426	18/12/2025	TOWN OF EAST FREMANTLE	ADMIN PETTY CASH 18/12/25	380.00	380.00
			CHEQUE TOTAL	718.25	718.25
EFTS					
		Supplier	Description	Inv Amount	EFT
EFT40312	05/12/2025	BUNNINGS BLDG SUPPLIES LTD	MATERIALS FOR ROAD REPAIRS	148.38	148.38
EFT40313	05/12/2025	BOC LIMITED	CONTAINER SERVICE - NOVEMBER 2025	23.14	23.14
EFT40314	05/12/2025	CITY OF FREMANTLE	SPONSORSHIP FOR DAY DISCO AGE FRIENDLY PROJECT	1,100.00	1,100.00
EFT40315	05/12/2025	WATER CORPORATION	WATER USE AND SERVICE CHARGES VARIOUS LOCATIONS	4,214.62	4,214.62
EFT40316	05/12/2025	WORK CLOBBER	DEPOT STAFF UNIFORM	595.35	595.35
EFT40317	05/12/2025	SYNERGY	POWER SUPPLY VARIOUS LOCATIONS	26,551.37	26,551.37
EFT40318	05/12/2025	ZIPFORM PTY LTD	ENVELOPES - RATE INSTALMENTS - ADDITIONAL STOCK REQUIRED	1,291.21	1,291.21
EFT40319	05/12/2025	DEPT OF MINES, INDUSTRY REGULATION & SAFETY (FORMALLYBUILDING COMMISSION)	BSL COLLECTED OCTOBER 2025	6,650.45	6,650.45
EFT40320	05/12/2025	THE TRUSTEE FOR THE MACRI PARTNERS UNIT TRUST (MACRI PARTNERS)	2024/2025 DEFERRED RATES - INTEREST - AUDIT CERTIFICATION	880.00	880.00
EFT40321	05/12/2025	DEPARTMENT OF FIRE AND EMERGENCY SERVICES	2025/26 ESL 2ND QUARTER CONTRIBUTION	500,036.95	500,036.95
EFT40322	05/12/2025	BATTERY WORLD	BATTERY FOR TRAILER	341.00	341.00
EFT40323	05/12/2025	WOOLWORTHS GROUP LIMITED	WOOLWORTHS PURCHASES - CHSP -18/11/25	158.81	
			WOOLWORTHS PURCHASES- ADMIN - 24/11/25	48.00	
			WOOLWORTHS PURCHASES - CHSP -25/11/25	285.99	
			WOOLWORTHS PURCHASES - CHSP - 25/11/25	84.60	
			WOOLWORTHS PURCHASES - CHSP - 25/11/25	88.00	
			WOOLWORTHS PURCHASES - OPERATIONS -27/11/25	112.75	778.15
EFT40324	05/12/2025	HYDRO JET	GRAFFITI REMOVAL - MERV COWAN STAIRS / NIERGARUP TRACK	533.50	533.50
EFT40325	05/12/2025	FOCUS NETWORKS	QU8747G REPLACEMENT OF END OF LIFE RUCKUS WIRELESS ACCESS POINT	790.90	
			RFT04 - 2021/22 MANAGED PROACTIVE SERVICE (IT SUPPORT SERVICES)	9,589.80	10,380.70
EFT40326	05/12/2025	MY DELICIOUS CAKE & DECORATING SUPPLIES	CHRISTMAS CAKE - SENIORS CHRISTMAS LUNCH	780.00	780.00
EFT40327	05/12/2025	EAST FREMANTLE JUNIOR CRICKET CLUB	COMMUNITY ASSISTANCE GRANT 2025/26	2,000.00	2,000.00
EFT40328	05/12/2025	PROMPT GLASS	TRICOLORE - REPLACE BROKEN WINDOW	543.40	543.40
EFT40329	05/12/2025	SNAP PRINTING	INFORMATION PANELS FOR THE LPS 4 DROP-IN SESSION ON 20 NOVEMBER 2025	660.00	
			LAUNCHING RAMP PERMITS QUOTE: F006-38590	154.54	
			PRINTING SENIORS CHRISTMAS LUNCH PROGRAM 1/12/25	183.40	997.94
EFT40330	05/12/2025	APARC AUSTRALIAN PARKING & REVENUE CONTROL PTY LTD	STANDING ORDER - PAYABLE CREDIT CARD TRANSACTIONS VIA TILL PER MONTH - OCTOBER 25	228.12	228.12
EFT40331	05/12/2025	CELLARBRATIONS AT EAST FREMANTLE	REFRESHMENTS 20/11/25	1,009.00	1,009.00
EFT40332	05/12/2025	VEOLIA RECYCLING & RECOVERY (FORMALLY SUEZ)	GENERAL WASTE - 46 EAST STREET - 31/10/2025 to 28/11/2025	860.47	860.47
EFT40333	05/12/2025	AMBIUS (RENTOKIL INITIAL PTY LTD)	TOWN HALL PLANT HIRE - STANDING ORDER 2025/2026 - 27/12/25 - 26/01/25	354.86	354.86
EFT40334	05/12/2025	H DICKSON	CHSP VOLUNTEER MEAL REIMBURSEMENT 19/11/25	16.00	
			CHSP VOLUNTEER MEAL REIMBUSEMENT 21/11/25	11.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT - 28.11.2025	20.00	47.00
EFT40335	05/12/2025	LIVING TURF	SUPPLY AND APPLY PROTURF GRANULAR FERTILISER TO WAUHOP PARK, HENRY JEFFERY OVAL, PRESTON POINT RESERVE	5,603.40	5,603.40
EFT40336	05/12/2025	THE FRUIT BOX GROUP	STANDING ORDER - FRUITBOX DELIVERY TOWN HALL AND DEPOT 27/10 - 17/11	264.00	264.00
EFT40337	05/12/2025	ELEMENT ADVISORY PTY LTD	12 MONTH SUBSCRIPTION TO CHARTER - CULTURAL ASSET MANAGEMENT TOOL AND REVIEW AND VALUATION OF TOWN'S PUBLIC ART POLICY	12,650.00	12,650.00
EFT40338	05/12/2025	KYOCERA DOCUMENT SOLUTIONS	PRINTING COSTS - RF59800236 - 6053C REG SVS - RVG2901500 6054CI OPERATIONS - RVQ3Y09206 -2554CI, DOVENBY HOUSE - RVQ4209896 3554CI	90.40	90.40
EFT40339	05/12/2025	PAPERSCOUT - (PLANET OF THE SHAPES)	TALK OF THE TOWN NEWSLETTER - DECEMBER 2025	770.00	770.00
EFT40340	05/12/2025	VISIMAX	10 x SKU 40288 - RANGER CLOTH PATCH "RANGER" (BLUE), SKU 40116 - ECONOMY SLIP LEAD PACK (100),FREIGHT& HANDLING	348.87	348.87
EFT40341	05/12/2025	J ENGLAND	CHSP VOLUNTEER MEAL REIMBURSMENT 20/11/25	20.00	20.00
EFT40342	05/12/2025	GO DOORS PTY LTD	SERVICE OF 5x ROLLER DOORS AT DEPOT	1,551.00	1,551.00
EFT40343	05/12/2025	ALISON CONNELL	CHSP - CBDC CLIENT ACTIVITY - 28/11/25	120.00	120.00
EFT40344	05/12/2025	PEACEFUL EARTH WELLBEING	CHSP - CBDC CLIENT ACTIVITY - 26/11/25	50.00	50.00
EFT40345	05/12/2025	SAFE T CARD AUSTRALIA PTY LTD	STANDING ORDER MONITORING FEES 2025/26	323.40	323.40
EFT40346	05/12/2025	J JORQUERA	REIMBURSEMENT OF COST OF NATIONAL CRIMINAL CHECK	99.00	
			CHSP STAFF REIMBURSEMENT - 27/11/2025	108.90	207.90
EFT40347	05/12/2025	S DOUGLAS	CHSP VOLUNTEER MEAL REIMBURSEMENT 20/11/25	18.00	
			REIMBURSEMENT OF COST OF TRANSPORT TO PICK UP BUS FROM SERVICE	26.87	44.87
EFT40348	05/12/2025	SOUTHERN BINS PTY LTD	BULK BINS - WAUHOP ROAD - NOVEMBER 2025	725.00	725.00
EFT40349	05/12/2025	J MUIR	CHSP VOLUNTEER MEAL REIMBURSEMENT 20/11/25	20.00	20.00
EFT40350	05/12/2025	EASI PACKAGING PTY LTD	PAYROLL DEDUCTIONS DECEMBER 25	3,176.05	3,176.05
EFT40351	05/12/2025	J CHAUVEL	AUDIT COMMITTEE MEMBER ATTENDANCE FEE - 26/11/2025	450.00	450.00
EFT40352	05/12/2025	COASTLINE MOWERS	REPAIR KUBOTA F3690	1,113.80	

			REPLACE BLADES ON KUBOTA ZD1221	470.10	1,583.90
EFT40353	05/12/2025	MORIN AND SON TREE SERVICES	TREE PRUNING - VARIOUS LOCATIONS	5,335.00	5,335.00
EFT40354	05/12/2025	ASCENTION PROPERTIES T/AS CIVIL PRODUCTS WA	SLIPPERY SURFACE SIGNS	68.20	68.20
EFT40355	05/12/2025	FETCH PRINT PTY LTD	PRINT TALK OF THE TOWN FOR DECEMBER 2025	1,859.00	1,859.00
EFT40356	05/12/2025	BELGRAVIA HEALTH & LEISURE GROUP PTY LTD - CARNABY'S	SENIOR'S CHRISTMAS LUNCH - FOOD		
			STANDING ORDER FOR 25/26 ROOM RESTRUCTURE FEE FOR EF PROBUS CLUB MONTHLY MEETING - OCTOBER 25	227.00	
			STANDING ORDER FOR 25/26 ROOM RESTRUCTURE FEE FOR EF PROBUS CLUB MONTHLY MEETING - NOVEMBER 25	227.00	
			SENIOR'S CHRISTMAS LUNCH 01/12/25 - DRINKS	4,698.50	
			SENIOR'S CHRISTMAS LUNCH 01/12/25 - FOOD	10,750.00	15,902.50
EFT40357	05/12/2025	M HOUSHAM	REIMBURSEMENT OF COST OF FUEL FOR MAZDA	47.70	47.70
EFT40358	05/12/2025	CYGNET WEST PTY LTD	SEABED RENT 01/12/25 - 28/02/25	13,583.71	13,583.71
EFT40359	05/12/2025	OD CONSULTING - BELINDA COGHLAN	CULTURAL VALUES REVIEW (SHAPING OUR CULTURE)	1,771.00	1,771.00
EFT40360	05/12/2025	J SETH	AUDIT COMMITTEE ATTENDANCE FEE - 26/11/25	450.00	450.00
EFT40361	05/12/2025	ALINTA ENERGY	GAS USE 21/08/25 to 14/11/25 - TRICOLORE	15.80	15.80
EFT40362	05/12/2025	AMPOL AUSTRALIA PETROLEUM PTY LTD (CALTEX)	FUEL USE 01/11/25 to 30/11/25	4,440.75	4,440.75
EFT40363	17/12/2025	AUSTRALIAN TAXATION OFFICE	BAS NOVEMBER 2025	48,850.00	48,850.00
EFT40364	17/12/2025	CITY OF COCKBURN	TIP FEES - NOVEMBER 2025	1,275.00	1,275.00
EFT40365	17/12/2025	FREMANTLE HERALD	CHRISTMAS CLOSURE/RUBBISH SERVICE INFORMATION	379.66	
			ACROSS THE TOWN ADVERTS FROM JULY TO JUNE 2026	605.00	984.66
EFT40366	17/12/2025	MCLEODS	ELECTED MEMBER INDUCTION - PRESENTATION ON PLANNING MATTERS - 03/11/25	2,200.00	2,200.00
EFT40367	17/12/2025	TELSTRA LIMITED	CEO MOBILE PHONE TO 01/12/2025	149.98	
			DEPOT MOBILE BACKUP TO 03/12/2025	1,490.00	1,639.98
EFT40368	17/12/2025	WATER CORPORATION	WATER USE AND SERVICE CHARGES VARIOUS LOCATIONS	508.26	508.26
EFT40369	17/12/2025	ZIPFORM PTY LTD	RATES PRINTING & DISTRIBUTION SERVICES 2025/2026	1,833.48	1,833.48
EFT40370	17/12/2025	DEPT OF MINES, INDUSTRY REGULATION & SAFETY (FORMALLYBUILDING COMMISSION)	BSL COLLECTED NOVEMBER 2025	1,536.37	1,536.37
EFT40371	17/12/2025	STRATA GREEN	SUPPLY GRYPHON 450 HERBICIDE 20 LITRES, 5 X AQUA LOCK WETTING AGENT 5LITRE AND 3 X INITIATOR TREE TABLETS 750G	1,567.67	1,567.67
EFT40372	17/12/2025	CR. HARRINGTON	SITTING FEES & ICT ALLOWANCE - DECEMBER 2025	1,861.25	1,861.25
EFT40373	17/12/2025	WOOLWORTHS GROUP LIMITED	WOOLWORTHS PURCHASES - CHSP - 09/12/25	109.80	
			WOOLWORTHS PURCHASES - CHSP - 09/12/25	153.60	263.40
EFT40374	17/12/2025	EAST FREMANTLE LAWN TENNIS CLUB	CHSP - HALL HIRE 01/07/2025 - 30/06/2026	800.00	800.00
EFT40375	17/12/2025	CR COLLINSON	SITTING FEES & ICT ALLOWANCE - DECEMBER 2025	1,861.25	1,861.25
EFT40376	17/12/2025	HYDRO JET	GRAFFITI REMOVAL - GEORGE STREET UNDERPASS & RIVERSIDE ROAD	286.00	286.00
EFT40377	17/12/2025	MP ROGERS & ASSOCIATES P/L	TENDER PHASE SERVICES FOR NORM MCKENZIE RIVERWALL PROJECT	470.25	470.25
EFT40378	17/12/2025	CATALYSE PTY LTD	DEVELOPMENT OF COUNCIL PLAN 2025	46,750.00	
			MARKET COMMUNITY PERCEPTION SURVEY 2025	28,329.71	75,079.71
EFT40379	17/12/2025	DEPARTMENT OF TRANSPORT	VEHICLE REGISTRATION - OWNERSHIP REQUESTS - FINAL NOTICES - INFRINGEMENTS	326.40	326.40
EFT40380	17/12/2025	OMNIBUS SERVICES	REPLACEMENT PARTS AND SERVICE - MITSUBISHI ROSE - 1HHZ552	1,892.00	1,892.00
EFT40381	17/12/2025	ENVIRO SWEEP	STREET SWEEPING - NOVEMBER 2025	4,748.30	4,748.30
EFT40382	17/12/2025	LANDGATE	INTERIM RATES - GROSS RENTAL VAULATIONS (GRV'S) - INTERIM SCHEDULES (EXCLUDING GENERAL REVALUATION)	76.86	
			INTERIM RATES - GROSS RENTAL VAULATIONS (GRV'S) - INTERIM SCHEDULES (EXCLUDING GENERAL REVALUATION)	97.80	174.66
EFT40383	17/12/2025	LEARNING HORIZONS	CEO PERFORMANCE REVIEW 2025	11,000.00	11,000.00
EFT40384	17/12/2025	CR WHITE	SITTING FEES & ICT ALLOWANCE - DECEMBER 2025	1,861.25	1,861.25
EFT40385	17/12/2025	APARC AUSTRALIAN PARKING & REVENUE CONTROL PTY LTD	STANDING ORDER - PAYABLE CREDIT CARD TRANSACTIONS VIA TILL PER MONTH	366.50	
			STANDING ORDER FOR ONGOING MONTHLY CHARGES - HOST CMS INC LICENSE & COMMUNICATION COSTS, COMPREHENSIVE MAINTENANCE & PARTS PER MONTH	2,171.51	
			STANDING ORDER FOR ONGOING MONTHLY CHARGES - HOST CMS INC LICENSE & COMMUNICATION COSTS, COMPREHENSIVE MAINTENANCE & PARTS PER MONTH	187.31	2,725.32
EFT40386	17/12/2025	MAYOR. NATALE	SITTING FEES - NOVEMBER 2025, ICT ALLOWANCE - NOVEMBER 2025, MAYORAL ALLOWANCE - NOVEMBER 2025	6,106.08	6,106.08

EFT40387	17/12/2025	VEOLIA RECYCLING & RECOVERY (FORMALLY SUEZ)	FOGO - GREEN BINS - RESIDENTIAL - NOVEMBER 2025, FOGO - GREEN BINS - PRIORITY SERVICES - NOVEMBER 2025, GENERAL - WASTE RED BINS - RESIDENTIAL - NOVEMBER 2025, GENERAL - WASTE RED BINS - PRIORITY SERVICES - NOVEMBER 2025, GENERAL WASTE - RED BINS - PARKS & RESERVES - FORTNIGHTLY (WASTE WEEK) - NOVEMBER 2025, GENERAL WASTE - RED BINS - PARKS & RESERVES - FORTNIGHTLY (NON WASTE WEEK) - NOVEMBER 2025, GENERAL WASTE - RED BINS - STREET LITTER BINS (WASTE WEEK) - NOVEMBER 2025, GENERAL WASTE - RED BINS - STREET LITTER BINS (NON WASTE WEEK) - NOVEMBER 2025, RECYCLING - YELLOW BINS - RESIDENTIAL - NOVEMBER 2025, RECYCLING - YELLOW BINS - PRIORITY SERVICES - NOVEMBER 2025, GENERAL WASTE - REC BINS - STREET LITTER BINS (REC WEEK) - NOVEMBER 2025, GENERAL WASTE - REC BINS - STREET LITTER BINS (NON REC WEEK) - NOVEMBER 2025, GENERAL WASTE - REC BINS - COMMERCIAL - WEEKLY (NON WASTE WEEK) - NOVEMBER 2025, GENERAL WASTE - REC BINS - COMMERCIAL - FORTNIGHTLY - NOVEMBER 2025, RECYCLING - YELLOW BIN - COMMERCIAL - FORTNIGHTLY - NOVEMBER 2025, 48-50 ALEXANDRA ROAD - RECYCLE, 48-50 ALEXANDRA ROAD - WASTE	34,054.61	34,054.61
EFT40388	17/12/2025	H DICKSON	CHSP VOLUNTEER MEAL REIMB 03.12.2025	17.48	
			CHSP VOLUNTEER MEAL REIMB 15.12.2025	20.00	
			CHSP VOLUNTEER MEAL REIMB 10.12.2025	17.00	54.48
EFT40389	17/12/2025	CONTRA-FLOW PTY LTD	TRAFFIC CONTROL (1 DAY) AND TMP FOR ROAD PATCHES ON EAST STREET	4,750.65	
			TRAFFIC CONTROL (1 DAY) AND TMP FOR ROAD PATCHES ON EAST STREET	660.00	5,410.65
EFT40390	17/12/2025	LIVING TURF	4 x SPECIFICATION REVIEW AS PER QUOTE 178728	858.00	858.00
EFT40391	17/12/2025	PTC IRRIGATION	REPLACE 2 FAULTY IRRIGATION VALVES AT PRESTON POINT RESERVE	2,537.70	
			IRRIGATION MAIN LINE REPAIR AT PRESTON POINT RESERVE	1,457.50	3,995.20
EFT40392	17/12/2025	GRACE RECORDS MANAGEMENT (AUSTRALIA)	STANDING ORDER FOR DOCUMENT SCANNING, DATA STORAGE USER LICENCES AND HOSTING 25/26	501.82	
			STANDING ORDER FOR STORAGE FEES AND FILE RETRIEVAL 25/26	330.56	832.38
EFT40393	17/12/2025	M2M ONE PTY LTD	25/26 - TOWN HALL LIFT EMERGENCY SIM CARD	20.90	20.90
EFT40394	17/12/2025	GRILLEX PTY LTD T/AS GX OUTDOORS	GLASSON PARK - REPLACEMENT DRINK FOUNTAIN BUBLER	306.90	306.90
EFT40395	17/12/2025	PROTEC ASPHALT	PARKER - WOODHOUSE, ROAD REPAIR FROM TREE ROOTS INCLUDING PORTION OF KERB AND PATH (AS QUOTED)	15,730.00	
			REPAIR OF ROAD SURFACE (RED) ALONG MAY STREET - 1 DAYS WORK	5,544.00	21,274.00
EFT40396	17/12/2025	J ENGLAND	CHSP VOLUNTEER MEAL REIMB 05.12.2025	20.00	20.00
EFT40397	17/12/2025	K MCDONALD	CHSP VOLUNTEER MEAL REIMB 04.12.2025	20.00	20.00
EFT40398	17/12/2025	CR. WILSON	SITTING FEES & ICT ALLOWANCE - DECEMBER 2025	1,861.25	1,861.25
EFT40399	17/12/2025	SIFTING SANDS	SAND PIT CLEAN GLASSON PARK, SAND PIT CLEAN GOURLEY PARK, SAND PIT CLEAN JOHN TONKIN PARK, SAND PIT CLEAN LEE PARK, SAND PIT CLEAN NORM MCKENZIE PARK, SAND PIT CLEAN RICHMOND RACEWAY PARK, SAND PIT CLEAN STRATFORD STREET PARK, SAND PIT CLEAN ULRICH STREET PARK	7,115.46	7,115.46
EFT40400	17/12/2025	JACKSON MCDONALD BARRISTERS & SOLICITORS	LEGAL ADVICE - DEFECTS/LIABILITY/RECOMMENDATIONS - EAST FREMANTLE COMMUNITY PARK	1,164.91	1,164.91
EFT40401	17/12/2025	BRITESHINE CLEANING & MAINTENANCE SERVICES PTY LTD	TOWN HALL CLEANING - NOVEMBER 2025, DEPOT CLEANING - NOVEMBER 2025, DOVENBY CLEANING - NOVEMBER 2025, GLASSON PARK CLEANING & CONSUMABLES ALL SITES - NOVEMBER 2025,	8,164.41	8,164.41
EFT40402	17/12/2025	PEACEFUL EARTH WELLBEING	CHSP - CBDC CLIENT ACTIVITY - 01/06/2025 TO 31/05/2025	50.00	50.00
EFT40403	17/12/2025	PREMIUM BRAKE AND CLUTCH SERVICE	VEHICLE SERVICE/REPAIRS - 1HHZ552 ROSA BUS - ADDITIONAL WORK REQUIRED	1,845.36	
		PREMIUM BRAKE AND CLUTCH SERVICE	MITSUBISHI ROSA BUS - SERVICE - 1HHZ552	536.25	2,381.61
EFT40404	17/12/2025	EZRA ALCANTRA PHOTOGRAPHY T/AS EZRA NANDAN CONRAD ALCANTRA	TWO HOURS OF PHOTOGRAPHY AT SENIORS' LUNCH DECEMBER 2025	605.00	605.00
EFT40405	17/12/2025	S DOUGLAS	CHSP VOLUNTEER MEAL REIMBURSEMENT 04.12.2025	17.00	17.00
EFT40406	17/12/2025	SOUTHERN BINS PTY LTD	BULK BINS - WAUHOP ROAD - NOVEMBER 2025	725.00	725.00
EFT40407	17/12/2025	J MUIR	CHSP MEAL REIMBURSEMENT 04.12.2025	20.00	20.00
EFT40408	17/12/2025	EASI PACKAGING PTY LTD	PAYROLL DEDUCTIONS DECEMBER 25	3,606.80	3,606.80
EFT40409	17/12/2025	CR. MAYWOOD	SITTING FEES - DECEMBER 2025, ICT ALLOWANCE - DECEMBER 2025, DEPUTY MAYORAL ALLOWANCE - DECEMBER 2025	2,723.50	2,723.50
EFT40410	17/12/2025	FULL FAT CONSULTING	PROJECT MANAGEMENT SUPPORT - EFCP, PROPOSAL DATED 24 JUNE 2025, UNIT BASED ENGAGEMENT	8,749.13	
			PROJECT MANAGEMENT SUPPORT - EFCP, PROPOSAL DATED 24 JUNE 2025, UNIT BASED ENGAGEMENT	4,841.38	13,590.51
EFT40411	17/12/2025	QUENDA DESIGNS	DESIGN NEW PELICAN ARTWORK TO REPLACE PELICAN DREAMING TRAIL MARKERS ON NIERGARUP TRACK	55.00	
			GRAPHIC DESIGN FOR POSTER AND SOCIAL ASSETS FOR EAST FREO STREET JAM	688.60	743.60
EFT40412	17/12/2025	KWINANA ENERGY RECOVERY	WASTE DISPOSAL (GENERAL WASTE)	10,694.56	10,694.56
EFT40413	17/12/2025	VEOLIA RECYCLING & RECOVERY (PERTH) PTY LTD	WASTE DISPOSAL - GENERAL WASTE	2,692.55	

		SPOTLIGHT MYAREE - ITEMS FOR FUNCTION - 05/12/25	34.00	34.00
		FRESH PROVISIONS - ITEMS FOR FUNCTION - 05/12/25	192.00	192.00
		GILBERTS FRESH - ITEMS FOR FUNCTION - 05/12/25	229.97	229.97
		LO PRESTI & SONS - ITEMS FOR FUNCTION - 05/12/25	120.00	120.00
		LO PRESTI & SONS - ITEMS FOR FUNCTION - 05/12/25	7.00	7.00
		FLORAL ARMY - ITEMS FOR FUNCTION - 05/12/25	200.00	200.00
		SPOTLIGHT MELVILLE - ITEMS FOR FUNCTION - 05/12/25	4.50	4.50
		SPOTLIGHT MELVILLE - ITEMS FOR FUNCTION - 05/12/25	3.00	3.00
		CREDIT CARD TOTAL	4,232.79	4,232.79
		<i>Description</i>	<i>NET PAY</i>	<i>EFT</i>
		PAYROLL FORTNIGHT ENDING 09/12/25	129,618.44	129,618.44
		PAYROLL FORTNIGHT ENDING 22/12/25	136,771.12	136,771.12
		PAYROLL TOTALS	266,389.56	266,389.56
		AMPOL FUEL CARDS - NOVEMBER 25	4,440.75	4,440.75
		GRAND TOTAL	1,374,910.82	1,374,910.82



Tax Invoice

Need help?

Self Service:
<https://cards.ampol.com.au>

Email:
ampolcard@ampol.com.au

Call:
1300 365 096
Ampol Customer Service:
8:30am - 6:00pm EST, Mon to Fri

Invoice date: 30/11/2025

Your account details

Due date

Total due inc GST

21/12/2025

\$4,440.75

Your AmpolCard invoice summary

01/11/2025 – 30/11/2025

Description	Product	Quantity	Amount \$ excl GST	GST amount	Total inc GST \$
FLEET	Unleaded	630.16	986.10	98.60	1,084.70
	Premium 95 A	197.43	340.17	34.02	374.19
	Oils/Lubricants		71.36	7.14	78.50
	Premium Diesel A	1,547.79	2,639.44	263.92	2,903.36
	Total for Fleet		4,037.07	403.68	4,440.75
	Total		4,037.07	403.68	4,440.75

Payment options



EFT

Direct Payment



Credit Card

Visit pay.ampol.com.au or
Phone: 1300 138 469. Surcharges apply.

31120_Ampol_Email_Div_Archive_4986699903270003594

Breakdown of fleet summary

Details of fleet transactions processed from 01/11/2025 - 30/11/2025

Invoice ref no: [REDACTED]

Account no: [REDACTED]

Invoice date: 30/11/2025

Card details Location	Date	Time	Trans no	odo reading	Product	Quantity	Unit \$ inc GST	Amount \$ inc GST	Trn fee inc GST	Total \$ inc GST	GST on supply	GST on trn fee
Domestic 4085												
Rego 1GBT981 Crd Holder HACC												
Ampol Foodory Fremantle East	31/10	11:57	E15281	15B550	Unleaded	27.80	175.40	48.76	0.00	48.76	4.43	0.00
Ampol Foodory Fremantle East	04/11	09:41	E15409	15B694	Unleaded	15.09	161.40	24.36	0.00	24.36	2.21	0.00
Ampol Foodory Fremantle East	07/11	14:48	E15537	15B928	Unleaded	25.57	175.40	44.85	0.00	44.85	4.08	0.00
Ampol Foodory Fremantle East	11/11	16:23	E15714	159183	Unleaded	25.92	161.40	41.83	0.00	41.83	3.80	0.00
Ampol Foodory Fremantle East	14/11	09:49	E15831	159342	Unleaded	20.56	175.50	36.08	0.00	36.08	3.28	0.00
Ampol Foodory Fremantle East	18/11	15:39	E6146	159595	Unleaded	26.80	163.40	43.79	0.00	43.79	3.98	0.00
Ampol Foodory Fremantle East	21/11	16:02	E6173	159802	Unleaded	27.79	175.40	48.74	0.00	48.74	4.43	0.00
Ampol Foodory Fremantle East	27/11	15:17	E16385	160040	Unleaded	24.83	176.09	43.72	0.00	43.72	3.97	0.00
					Card total	194.36		332.13	0.00	332.13	30.18	0.00
Domestic 4088												
Rego 1GCQ22B Crd Holder HACC												
Ampol Foodory O'Connor	04/11	14:48	E40212	206365	Unleaded	28.98	157.40	45.61	0.00	45.61	4.15	0.00
Ampol Foodory O'Connor	07/11	14:52	E40621	206638	Unleaded	26.93	175.40	47.24	0.00	47.24	4.29	0.00
Eg Ampol 94230 Sth Fremantle	12/11	09:18	E335614	206808	Unleaded	20.41	177.50	36.23	0.00	36.23	3.29	0.00
Ampol Foodory O'Connor	14/11	14:50	E41333	207044	Unleaded	26.14	175.40	45.85	0.00	45.85	4.17	0.00
Ampol Foodory Fremantle East	20/11	09:37	E16087	207261	Unleaded	23.44	178.84	41.92	0.00	41.92	3.81	0.00
Ampol Foodory Melville	25/11	14:25	E42039	207545	Unleaded	31.85	165.40	52.68	0.00	52.68	4.79	0.00
					Card total	157.75		269.53	0.00	269.53	24.50	0.00
Domestic 4089												
Rego 1GCQ227 Crd Holder HACC												
Ampol Foodory Melville	05/11	11:53	E40151	121B06	Premium 95 A	36.38	193.15	70.27	0.00	70.27	6.39	0.00
Ampol Foodory Melville	12/11	12:23	E40814	121967	Premium 95 A	29.51	193.42	57.08	0.00	57.08	5.19	0.00
Ampol Foodory Fremantle East	17/11	14:04	E15923	122132	Premium 95 A	26.25	184.40	48.41	0.00	48.41	4.40	0.00
Ampol Foodory Fremantle East	19/11	16:09	E16070	122263	Premium 95 A	23.12	194.57	44.98	0.00	44.98	4.09	0.00

Card details Location	Date	Time	Trans no	Odo reading	Product	Quantity	Unit \$ inc GST	Amount \$ inc GST	Trn fee inc GST	Total \$ inc GST	GST on supply	GST on trn fee
Ampol Foodory Fremontle East	24/11	14:34	E16237	122468	Premium 95 A	30.22	185.40	56.03	0.00	56.03	5.09	0.00
Ampol Foodory Fremontle East	25/11	15:48	E16305	122616	Premium 95 A	22.12	181.40	40.13	0.00	40.13	3.65	0.00
Ampol Foodory Fremontle East	27/11	14:49	E16384	122823	Premium 95 A	29.83	192.06	57.29	0.00	57.29	5.21	0.00
					Card total	197.43		374.19	0.00	374.19	34.02	0.00
Domestic 4091												
Rego 1GDV315 Crd Holder OPERATIONS												
Ampol Foodory Fremontle East	05/11	11:27	E15463	74334	Premium Diesel A	70.30	185.69	130.54	0.00	130.54	11.87	0.00
					Card total	70.30		130.54	0.00	130.54	11.87	0.00
Domestic 5002												
Rego 1GKMB15 Crd Holder WORKS												
Ampol Foodory Fremontle East	05/11	10:17	E15457	77325	Premium Diesel A	95.45	185.69	177.24	0.00	177.24	16.11	0.00
Ampol Foodory Fremontle East	18/11	14:09	E15976	77767	Premium Diesel A	90.35	189.31	171.04	0.00	171.04	15.55	0.00
					Card total	185.80		348.28	0.00	348.28	31.66	0.00
Domestic 5007												
Rego 1GPJ542 Crd Holder WORKS												
Ampol Foodory Fremontle East	07/11	07:02	E15515	392	Premium Diesel A	11.07	186.40	20.63	0.00	20.63	1.88	0.00
Ampol Foodory Fremontle East	11/11	06:55	E15658	394	Premium Diesel A	7.92	187.94	14.88	0.00	14.88	1.35	0.00
					Card total	18.99		35.51	0.00	35.51	3.23	0.00
Domestic 5008												
Rego 1GQD688 Crd Holder GARDENS												
Ampol Foodory Fremontle East	28/11	12:19	E16422	66145	Premium Diesel A	52.99	184.34	97.68	0.00	97.68	8.88	0.00
					Card total	52.99		97.68	0.00	97.68	8.88	0.00
Domestic 5009												
Rego 1GQJ387 Crd Holder OPERATIONS												
Ampol Foodory Fremontle East	12/11	08:00	E15742	105464	Premium Diesel A	63.64	188.48	119.95	0.00	119.95	10.90	0.00
					Card total	63.64		119.95	0.00	119.95	10.90	0.00

Card details Location	Date	Time	Trans no	Odo reading	Product	Quantity	Unit \$ inc GST	Amount \$ inc GST	Trn fee inc GST	Total \$ inc GST	GST on supply	GST on trn fee
Domestic 5020												
Rego 1HMC350 Crd Holder WORKS												
Ampol Foodory Fremantle East	17/11	14:22	E15926	43914	Premium Diesel A	75.77	189.93	143.91	0.00	143.91	13.08	0.00
					Card total	75.77		143.91	0.00	143.91	13.08	0.00
Domestic 5021												
Rego 1HLR056 Crd Holder WORKS												
Ampol Foodory Fremantle East	05/11	14:15	E15468	26986	Premium Diesel A	27.42	185.69	50.92	0.00	50.92	4.63	0.00
Ampol Foodory Fremantle East	17/11	11:30	E15919	27206	Premium Diesel A	56.36	189.93	107.04	0.00	107.04	9.73	0.00
					Card total	83.78		157.96	0.00	157.96	14.36	0.00
Domestic P5016												
Rego 1GYB393 Crd Holder OPERATIONS												
Ampol Foodory Fremantle East	06/11	14:00	E15493	1023	Premium Diesel A	32.63	185.63	60.57	0.00	60.57	5.51	0.00
Ampol Foodory Fremantle East	13/11	14:28	E15802	1026	Premium Diesel A	28.54	189.25	54.01	0.00	54.01	4.91	0.00
Ampol Foodory Fremantle East	20/11	13:23	E16099	1030	Premium Diesel A	26.33	189.32	49.85	0.00	49.85	4.53	0.00
Ampol Foodory Fremantle East	27/11	13:35	E16379	1034	Premium Diesel A	28.49	186.96	53.26	0.00	53.26	4.84	0.00
					Card total	115.99		217.69	0.00	217.69	19.79	0.00
Domestic P5018												
Rego 1HHZ552 Crd Holder CHSP BUS												
Ampol Foodory Fremantle East	09/11	08:25	E15355	107240	Premium Diesel A	48.15	185.41	89.27	0.00	89.27	8.12	0.00
Ampol Foodory Murdoch	05/11	14:51	E14387	107509	Premium Diesel A	46.17	184.90	85.37	0.00	85.37	7.76	0.00
Ampol Foodory Fremantle East	10/11	08:22	E15605	107798	Premium Diesel A	47.37	186.90	88.53	0.00	88.53	8.05	0.00
Ampol Foodory Fremantle East	11/11	08:38	E15670	107986	Premium Diesel A	31.09	187.94	58.43	0.00	58.43	5.31	0.00
Ampol Foodory Fremantle East	12/11	08:27	E15745	108196	Premium Diesel A	37.25	188.48	70.21	0.00	70.21	6.38	0.00
Ampol Foodory Fremantle East	12/11	14:43	E15761	108322	Premium Diesel A	17.39	188.48	32.78	0.00	32.78	2.98	0.00
Ampol Foodory Fremantle East	14/11	08:24	E15B27	108457	Premium Diesel A	30.23	190.02	57.44	0.00	57.44	5.22	0.00
Ampol Foodory Fremantle East	17/11	14:15	E15925	108725	Oils/Lubricants			78.50	0.00	78.50	7.14	0.00
Ampol Foodory Fremantle East	17/11	14:15	E15925	10B725	Premium Diesel A	38.01	189.93	72.19	0.00	72.19	6.56	0.00
Ampol Foodory Fremantle East	20/11	08:24	E16082	10B942	Premium Diesel A	41.73	189.32	79.00	0.00	79.00	7.18	0.00
Ampol Foodory Fremantle East	21/11	08:22	E16122	109092	Premium Diesel A	29.33	189.60	55.61	0.00	55.61	5.06	0.00

Card details Location	Date	Time	Trans no	Odo reading	Product	Quantity	Unit \$ inc GST	Amount \$ inc GST	Trn fee inc GST	Total \$ inc GST	GST on supply	GST on trn fee
Ampol Foodory Fremontle East	21/11	14:40	E16149	109253	Premium Diesel A	22.73	189.60	43.10	0.00	43.10	3.92	0.00
Ampol Foodory Fremontle East	26/11	14:42	E6227	109515	Premium Diesel A	52.09	188.69	98.29	0.00	98.29	8.94	0.00
					Card total	441.54		908.72	0.00	908.72	82.62	0.00
Domestic PS019												
Rego X Crd Holder GARDENS												
Ampol Foodory Fremontle East	05/11	10:45	E15460	0	Premium Diesel A	43.48	185.69	80.74	0.00	80.74	7.34	0.00
Ampol Foodory Fremontle East	05/11	10:51	E15462	0	Unleaded	132.12	177.43	234.42	0.00	234.42	21.31	0.00
					Card total	175.60		315.16	0.00	315.16	28.65	0.00
Domestic PS025												
Rego 11EM002 Crd Holder OPERATIONS												
Ampol Foodory Fremontle East	12/11	10:24	E15752	30626	Premium Diesel A	67.54	188.48	127.30	0.00	127.30	11.57	0.00
					Card total	67.54		127.30	0.00	127.30	11.57	0.00
Domestic PS026												
Rego 11DRB63 Crd Holder CHSP												
Ampol Foodory Fremontle East	03/11	15:14	E15385	22292	Unleaded	27.26	167.40	45.63	0.00	45.63	4.15	0.00
Ampol Foodory Melville	12/11	09:52	E40799	68	Unleaded	29.76	177.64	52.87	0.00	52.87	4.81	0.00
Ampol Foodory Fremontle East	19/11	16:08	E16069	22960	Unleaded	24.36	178.80	43.55	0.00	43.55	3.96	0.00
					Card total	81.38		142.05	0.00	142.05	12.92	0.00
Domestic PS027												
Rego 11DRB64 Crd Holder CHSP												
Ampol Foodory Fremontle East	04/11	14:52	E15427	23678	Unleaded	30.32	161.40	48.94	0.00	48.94	4.45	0.00
Ampol Foodory Fremontle East	11/11	11:21	E156B4	119	Unleaded	20.01	161.40	32.30	0.00	32.30	2.94	0.00
Ampol Foodory Fremontle East	13/11	11:00	E157B9	24095	Unleaded	14.22	178.11	25.33	0.00	25.33	2.30	0.00
					Card total	64.55		106.57	0.00	106.57	9.69	0.00
Domestic PS028												
Rego 11FJ756 Crd Holder RANGERS												
Ampol Foodory Fremontle East	01/11	15:31	E15311	24322	Premium Diesel A	28.80	185.30	53.37	0.00	53.37	4.85	0.00
Ampol Foodory Fremontle East	04/11	15:43	E5972	24489	Premium Diesel A	23.04	185.53	42.75	0.00	42.75	3.89	0.00
Ampol Foodory Fremontle East	10/11	08:25	E15606	24675	Premium Diesel A	41.21	186.90	77.02	0.00	77.02	7.00	0.00

Card details Location	Date	Time	Trans no	Odo reading	Product	Quantity	Unit \$ inc GST	Amount \$ inc GST	Trn fee inc GST	Total \$ inc GST	GST on supply	GST on trn fee
Ampol Foodory Fremontle East	15/11	14:22	E15B71	25022	Premium Diesel A	38.81	189.93	73.71	0.00	73.71	6.70	0.00
Ampol Foodory Fremontle East	19/11	08:35	E16042	25180	Premium Diesel A	23.75	189.11	44.91	0.00	44.91	4.08	0.00
Ampol Foodory Fremontle East	22/11	14:34	E16178	25339	Premium Diesel A	23.95	190.37	45.59	0.00	45.59	4.14	0.00
Ampol Foodory Fremontle East	29/11	15:33	E16461	25621	Premium Diesel A	40.27	182.01	73.29	0.00	73.29	6.66	0.00
					Card total	219.83		410.64	0.00	410.64	37.32	0.00
Domestic PS029												
Rego 1ILA23B Crd Holder OPERATIONS												
Ampol Foodory Fremontle East	11/11	08:29	E15669	301	Premium Diesel A	23.02	187.94	43.26	0.00	43.26	3.99	0.00
Ampol Foodory Fremontle East	18/11	06:52	E15943	307	Premium Diesel A	21.77	189.31	41.21	0.00	41.21	3.75	0.00
Ampol Foodory Fremontle East	26/11	07:01	E16327	313	Premium Diesel A	23.28	188.69	43.93	0.00	43.93	3.99	0.00
Ampol Foodory Fremontle East	27/11	14:23	E16381	317	Premium Diesel A	13.79	186.96	25.78	0.00	25.78	2.34	0.00
					Card total	81.86		154.18	0.00	154.18	14.01	0.00
Domestic PS030												
Rego 1ILA993 Crd Holder OPERATIONS												
Ampol Foodory Fremontle East	04/11	06:59	E15393	69	Premium Diesel A	26.28	185.53	48.76	0.00	48.76	4.43	0.00
					Card total	26.28		48.76	0.00	48.76	4.43	0.00

13.10 ACCOUNTS FOR PAYMENT - JANUARY 2026

Report Reference Number	OCR-3964
Prepared by	Natalie McGill, Senior Finance Officer
Supervised by	Peter Kocian, Executive Manager Corporate Services
Meeting date	Tuesday, 17 February 2026
Voting requirements	Simple Majority
Documents tabled	
Attachments	<ol style="list-style-type: none"> 1. List of Accounts January 2026 2. Ampol invoice December 2025

PURPOSE

That Council, in accordance with regulation 13(1) of the *Local Government (Financial Management) Regulations 1996*, receives the list of payments made under delegated authority for the month ending 31 January 2026.

EXECUTIVE SUMMARY

Council has an Executive role in receiving the list of payments pursuant to Regulation 13(1) of the *Local Government (Financial Management) Regulations 1996*. It is therefore recommended that Council receives the List of Accounts paid for the period 1 January to 31 January 2026, as per the summary table.

BACKGROUND

The Chief Executive Officer has delegated authority to make payments from the Municipal and Trust Accounts in accordance with budget allocations.

The Town provides payments to suppliers by electronic funds transfer, cheque, or credit card. Attached are itemised lists of all payments made under delegated authority during the said period.

The bulk of payments are processed by electronic funds transfer (EFT) with the exception of occasional reimbursements and refunds.

CONSULTATION

Nil.

STATUTORY ENVIRONMENT

Regulation 13: *Local Government (Financial Management) Regulations 1996* (as amended) requires local governments to prepare a list of payments made under delegated authority to be prepared and presented to Council monthly.

A new regulation has been added to the *Local Government (Financial Management) Regulations 1996* to increase transparency and accountability in local government, through greater oversight of incidental spending.

Regulation 13A covers purchasing cards issued by local governments to their employees. Purchasing cards use a local government approved line of credit that allows for the timely payment of goods and services acquired in the ordinary course of business.

Purchasing cards include the following:

- business or corporate credit cards
- debit cards
- store cards
- fuel cards
- taxi cards

Other than debit cards, purchasing cards all require a separate payment to the card provider.

Purchasing cards do not include:

- non-reloadable gift cards – these cards are not connected to a local government account or intended to be used as a means of making ordinary business transactions
- pre-loaded purchase or credit card advances – these are cash advances and should be recorded and acquitted accordingly
- SmartRider cards that are centrally controlled for general use – if these cards are managed under the cash advance provisions.

POLICY IMPLICATIONS

Policy 2.1.3 Purchasing. All supplier payments are approved under delegated authority pursuant to the authorisation limits outlined in Council's Purchasing Policy.

FINANCIAL IMPLICATIONS

All expenditure is incurred by authorised officers and made in accordance with the adopted Annual Budget. All amounts quoted in this report are inclusive of GST.

STRATEGIC IMPLICATIONS

A proactive, approachable Council which values community consultation, transparency and accountability

5.1 Strengthen organisational accountability and transparency

5.2 Strive for excellence in leadership and governance.

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)
That Council does not accept the list of payments	Rare (1)	Moderate (3)	Low (1-4)	COMPLIANCE Minor regulatory or statutory impact	Accept Officer Recommendation

RISK MATRIX

Consequence		Insignificant	Minor	Moderate	Major	Extreme
		1	2	3	4	5
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	3
Does this item need to be added to the Town's Risk Register	No
Is a Risk Treatment Plan Required	No

SITE INSPECTION

N/A

COMMENT

Payments for the period include the following significant items.

Payee	Particulars	Amount (GST inc)
CITY OF FREMANTLE	ANNUAL LIBRARY CONTRIBUTION 2025-2026	\$ 187,179.99
AUSTRALIAN TAXATION OFFICE	BAS - DEC 2025	\$ 61,362.00
FOCUS NETWORKS	MANAGED PROACTIVE SERVICE (IT SUPPORT SERVICES) - 19/10/25, SOFTWARE AS A SERVICE AND MANAGED HARDWARE - DECEMBER 25, LITHIUM ION UPS REPLACEMENT WITH ADDITIONAL EBMS, FOXIT PDF ANNUAL RENEWAL LICENCE, PROJECT WORK RATE FOR OUT OF SCOPE WORKS - NOVEMBER 25, SET UP USER PROFILES SINCE TO THEIR RESPECTIVE ONEDRIVE, OAG COMPLIANCE ITEMS (2025 MANAGEMENT LETTER), MANAGED PROACTIVE SERVICE (IT SUPPORT SERVICES) - DECEMBER 25, SOFTWARE AS A SERVICE AND MANAGED HARDWARE - JAN 25	\$ 57,173.77
PERTH SOUTHWEST METROPOLITAN ALLIANCE (FORMALLY SOUTH WEST GROUP)	2025-2026 MEMBER COUNCIL CONTRIBUTION TOWARDS PSWMA ADMIN &, PROJECTS, 2025-2026 MEMBER COUNCIL NRM CONTRIBUTION	\$ 55,042.90

SYNERGY	POWER SUPPLY EFCP (RECOUPED)	\$	54,408.67
GLYDE IN COMMUNITY GROUP (INC)	ANNUAL GRANT 25/26 - 3RD & 4TH PORTION	\$	53,019.45
VEOLIA RECYCLING & RECOVERY (PERTH) PTY LTD AUSTRALIA	WASTE & RECYCLING – DECEMBER	\$	30,017.72
SYNERGY	POWER SUPPLY VARIOUS LOCATIONS	\$	22,366.57
KWINANA ENERGY RECOVERY	WASTE DISPOSAL DECEMBER 25	\$	16,234.74
ROYAL LIFE SAVING SOCIETY WA	RLSWA SWIMMING POOL BARRIER INSPECTIONS AS CONTRACTOR TO TOWN OF EAST FREMANTLE – NOV & DEC 25	\$	14,423.20

CONCLUSION

Nil

13.10 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

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

OFFICER RECOMMENDATION:

That Council in accordance with regulation 13(1) of the *Local Government (Financial Management) Regulations 1996*, receives the list of payments made under delegated authority for the month ended 31 January 2026.

January 2026		
Voucher No.	Account	Amount
Cheque	Municipal (Cheques)	\$0.00
EFT 40437 – 40592	Municipal (EFT)	\$784,690.69
Payroll	Municipal (EFT)	\$250,101.30
	Municipal (Direct Debit)	\$2,085,086.70
	Credit Card	\$642.38
	Total Payments	\$3,120,521.07

REPORT ATTACHMENTS

Attachments start on the next page

TOWN OF EAST FREMANTLE

List of Accounts paid by the Chief Executive for January 2026 submitted for the information of the Council Meeting to be held on Tuesday 17 February 2026

Cheque	Payment Date	Supplier	Description	Inv Amount	Cheque
			CHEQUE TOTAL	-	-
EFTS					
		Supplier	Description	Inv Amount	EFT
EFT40437	15/01/2026	AUSTRALIA POST	MONTHLY POSTAL CHARGES NOVEMBER 25	1,881.88	
			MONTHLY POSTAL CHARGES DECEMBER 25	1,729.20	3,611.08
EFT40438	15/01/2026	BUNNINGS BLDG SUPPLIES LTD	VARIOUS MATERIALS & HARDWARE	567.23	567.23
EFT40439	15/01/2026	BOC LIMITED	CONTAINER SERVICE - DECEMBER 2025	23.91	23.91
EFT40440	15/01/2026	CITY OF COCKBURN	TIP FEES - NOVEMBER 2025	2,550.00	2,550.00
EFT40441	15/01/2026	CITY OF FREMANTLE	FUNDS TO ASSIST WITH TOUR DE FREO BIKE MONTH EVENT	560.00	560.00
EFT40442	15/01/2026	EAST FREMANTLE YACHT CLUB (INC)	CLIENT & VOLUNTEER XMAS PARTY	3,138.00	3,138.00
EFT40443	15/01/2026	FREMANTLE HERALD	ADVERTISING - 2026 MEETING SCHEDULE	379.66	379.66
EFT40444	15/01/2026	GLYDE IN COMMUNITY GROUP (INC)	ANNUAL GRANT 25/26 - 3RD & 4TH PORTION	53,019.45	53,019.45
EFT40445	15/01/2026	READYTECH	2025 AERIAL IMAGERY UPLOAD - MAPPING	550.00	550.00
EFT40446	15/01/2026	MCLEODS	REQUEST FOR SERVICE - COURT HEARING FOR INFRINGEMENT	1,013.82	
			LEGAL ADVICE - LEASE OF RESERVE 22365	347.60	
			LEGAL ADVICE - LEASE OF RESERVE 22365	960.35	2,321.77
EFT40447	15/01/2026	MELVILLE TOYOTA	SERVICE TOYOTA TORAGO	576.55	576.55
EFT40448	15/01/2026	OPTUS ADMINISTRATION PTY LTD	MOBILE PHONE USE 22/10/25 - 21/12/25	159.98	
			MOBILE PHONE USE 22/10/25 - 21/11/25	159.98	319.96
EFT40449	15/01/2026	TELSTRA LIMITED	MONTHLY DATA FEES FOR OPERATIONS & RANGERS TABLETS AND PHONES, RETIC AND VMS TRAILER to 03/12/25		1,490.00
			STANDING ORDER FOR MONTHLY DATA FEES FOR OPERATIONS & RANGERS TABLETS AND PHONES, RETIC AND VMS TRAILER to 03/12/25	1,490.00	
EFT40450	15/01/2026	PERTH AUTO ALLIANCE TRADING AS TITAN FORD	VEHICLE SERVICE FOR TOEF RANGERS VEHICLE	485.00	
			SERVICE FORD RANGER	551.00	1,036.00
EFT40451	15/01/2026	SYNERGY	POWER SUPPLY EFCP	54,408.67	54,408.67
EFT40452	15/01/2026	YOUNGS PLUMBING SERVICE P/L	GLYDE-IN - SEWER REPAIR PLUMBING WORKS	947.10	
			SUSTAINABILITY - TOWN HALL - WATER INFRASTRUCTURE AUDIT & RECOMMENDATIONS	330.00	1,277.10
EFT40453	15/01/2026	TREE PLANTING & WATERING	STREET TREE WATERING FOR DECEMBER	4,893.35	4,893.35
EFT40454	15/01/2026	WESTERN AUSTRALIA LOCAL GOVERNMENT ASSOCIATION (WALGA)	ELECTED MEMBER ESSENTIALS TRAINING 5 MODULES (E-LEARNING) - MAYOR NATALE, CRS COLLINSON, BOYD & CUTTER	7,260.00	7,260.00
EFT40455	15/01/2026	SATELLITE SECURITY SERVICES	SECURITY MONITORING - JAN, FEB, MARCH, APRIL 2026, TOWN HALL, DOVENBY, DEPOT / RANGERS , OLD POLICE STATION		764.60
			SECURITY ACCESS FOB REPLACEMENTS X20	363.00	1,127.60
EFT40456	15/01/2026	WOOLWORTHS GROUP LIMITED	WOOLWORTHS PURCHASES - CHSP - 02/12/25	92.06	
			WOOLWORTHS PURCHASES- ADMIN - 02/12/25	51.15	
			WOOLWORTHS PURCHASES- ADMIN - 11/12/25	5.85	
			WOOLWORTHS PURCHASES- ADMIN - 23/12/25	105.70	
			WOOLWORTHS PURCHASES - CHSP - 01/01/25	79.05	
			WOOLWORTHS PURCHASES - OPERATIONS - 08/01/26	10.20	344.01
EFT40457	15/01/2026	EAST FREMANTLE LAWN TENNIS CLUB	CHSP - HALL HIRE 03/12, 10/12, 17/12	600.00	600.00
EFT40458	15/01/2026	CITY OF SOUTH PERTH	OCCUPANCY AND CARE AND SUSTENANCE IMPOUND FEES 25/26 - NOVEMBER 25	334.40	334.40
EFT40459	15/01/2026	ASSA ABLOY ENTRANCE SYSTEMS AUSTRALIA PTY LTD	TOWN HALL - AUTOMATIC DOOR QUARTERLY MAINTENANCE - OCTOBER 25		179.22
EFT40460	15/01/2026	DEPARTMENT OF TRANSPORT	VEHICLE REGISTRATION - OWNERSHIP REQUESTS - FINAL NOTICES - INFRINGEMENTS - DECEMBER 25	443.70	443.70
EFT40461	15/01/2026	FOCUS NETWORKS	RFT04 - 2021/22 MANAGED PROACTIVE SERVICE (IT SUPPORT SERVICES) - 19/10/25	253.00	
			RFT04 - 2021/22 SOFTWARE AS A SERVICE AND MANAGED HARDWARE - DECEMBER 25	11,996.95	
			QU8681G LITHIUM ION UPS REPLACEMENT WITH ADDITIONAL EBMS	7,631.80	
			QU8851G FOXIT PDF ANNUAL RENEWAL LICENCE	8,085.00	
			PROJECT WORK RATE FOR OUT OF SCOPE WORKS - NOVEMBER 25	580.80	
			QU8596G - SET UP USER PROFILES SINC TO THEIR RESPECTIVE ONEDRIVE	2,992.00	
			QU8802G OAG COMPLIANCE ITEMS (2025 MANAGEMENT LETTER) - 50% DEPOSIT	3,758.70	
			RFT04 - 2021/22 MANAGED PROACTIVE SERVICE (IT SUPPORT SERVICES) - DECEMBER 25	9,589.80	
			RFT04 - 2021/22 SOFTWARE AS A SERVICE AND MANAGED HARDWARE - JAN 25	12,285.72	57,173.77
EFT40462	15/01/2026	MACKAY URBAN DESIGN	RFQ03 2025-26 CONSULTANT PROVIDER OF URBAN DESIGN SERVICES TO THE TOWN OF EAST FREMANTLE - SEPTEMBER - OCTOBER 25	9,350.00	9,350.00
EFT40463	15/01/2026	ENVIRO SWEEP	STREET SWEEPING - DECEMBER 2025	5,055.45	5,055.45
EFT40464	15/01/2026	THE TURBAN INDIAN RESTURANT	CATERING 25/26 - 02/06/25 - NOT PREVIOUSLY INVOICED	378.70	378.70
EFT40465	15/01/2026	E LIMBERT	REIMBURSEMENT OF COST OF CAR WASH FOR CAMRY	18.00	18.00
EFT40466	15/01/2026	J MAY	REIMBURSEMENT OF COST OF DRYCLEANING OF 2 X TOWN TABLECLOTHS	120.00	120.00
EFT40467	15/01/2026	MARKETFORCE	THE WEST - LOCAL GOVERNMENT TENDERS - 3/12/25 - RFT03-25/26 SOLAR PV PANELS AND BATTERY SYSTEM	534.56	534.56
EFT40468	15/01/2026	SONIC HEALTH PLUS	1 X STAFF PRE-EMPLOYMENT MEDICALS - 23/12/25	179.30	179.30
EFT40469	15/01/2026	APARC AUSTRALIAN PARKING & REVENUE CONTROL PTY LTD	10 x TICKET ROLLS AND FREIGHT COSTS	858.55	
			ONGOING MONTHLY CHARGES - HOST CMS INC LICENSE & COMMUNICATION COSTS, COMPREHENSIVE MAINTENANCE & PARTS PER MONTH - DECEMBER 25	187.31	
			PAYABLE CREDIT CARD TRANSACTIONS VIA TILL PER MONTH - DECEMBER 25	530.13	1,575.99
EFT40470	15/01/2026	EAST FREMANTLE LIONS CLUB	BBQ AT EAST FREMANTLE STREET JAM FOR TWO HOURS	600.00	600.00
EFT40471	15/01/2026	VEOLIA RECYCLING & RECOVERY (FORMALLY SUEZ)	GENERAL WASTE - 46 EAST STREET - DECEMBER 25	860.47	860.47
EFT40472	15/01/2026	WINC	OFFICE STATIONERIES ORDERED ON 02/12/2025	211.04	211.04

EFT40473	15/01/2026	AMBIUS (RENTOKIL INITIAL PTY LTD)	TOWN HALL PLANT HIRE - 27/01/26 - 26/02/26	354.86	354.86
EFT40474	15/01/2026	H DICKSON	CHSP VOLUNTEER MEAL REIMBURSEMENT 12/12/25	5.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 12/12/25	15.40	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 17/12/25	15.16	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 19/12/25	12.50	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 07/01/25	16.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 09/01/25	20.00	84.06
EFT40475	15/01/2026	SHRED-X PTY LTD	240L SECURITY BIN EXCHANGE - TOWN HALL AND DEPOT - 09/09/25	24.29	
			240L SECURITY BIN EXCHANGE - DEPOT - 09/09/25	12.14	36.43
EFT40476	15/01/2026	CONTRA-FLOW PTY LTD	MAY STREET SPEED HUMP WORK - TRAFFIC CONTROL	1,510.58	1,510.58
EFT40477	15/01/2026	PTC IRRIGATION	IRRIGATION REPAIRS AT RACEWAY PARK	676.50	
			REMOVE IRRIGATION PUMP AND DEVELOP BORE -MARMION STREET VERGE	6,677.00	7,353.50
EFT40478	15/01/2026	THE FRUIT BOX GROUP	FRUITBOX DELIVERY TOWN HALL AND DEPOT - 21/11/25 - 15/12/25	264.00	264.00
EFT40479	15/01/2026	GRACE RECORDS MANAGEMENT (AUSTRALIA)	DOCUMENT SCANNING, DATA STORAGE USER LICENCES AND HOSTING 25/26- DECEMBER 25	584.67	
			STORAGE FEES 01/01/26 - 31/01/26 AND FILE RETRIEVAL 25/26 - DECEMBER	323.52	908.19
EFT40480	15/01/2026	KYOCERA DOCUMENT SOLUTIONS	PRINTING COSTS - RF59800236 - 6053C REG SVS - RVG2901500 6054CI OPERATIONS - RVQ3Y09206 -2554CI, -NOVEMBER 25	160.09	
			PRINTING COSTS - DOVENBY HOUSE - RVQ4209896 3554CI - NOVEMBER 25	61.94	
			PRINTING COSTS - RF59800236 - 6053C REG SVS - RVG2901500 6054CI OPERATIONS - RVQ3Y09206 -2554CI, - DECEMBER 25	149.01	371.04
EFT40481	15/01/2026	M2M ONE PTY LTD	25/26 - TOWN HALL LIFT EMERGENCY SIM CARD- JANUARY 26	20.90	20.90
EFT40482	15/01/2026	TPG NETWORK PTY LTD	INTERNET SERVICES - 01/11/25 - 30/11/25	1,789.70	
			INTERNET SERVICES - 01/12/25 - 31/12/25	1,789.70	3,579.40
EFT40483	15/01/2026	ROYAL LIFE SAVING SOCIETY WA	RLSWA SWIMMING POOL BARRIER INSPECTIONS AS CONTRACTOR TO TOWN OF EAST FREMANTLE - NOV 25	11,712.80	
			RLSWA SWIMMING POOL BARRIER INSPECTIONS AS CONTRACTOR TO TOWN OF EAST FREMANTLE - DEC 25	2,710.40	14,423.20
EFT40484	15/01/2026	GRILLEX PTY LTD T/AS GX OUTDOORS	JOHN TONKIN - REPLACEMENT PARTS FOR DRINKING FOUNTAIN	137.50	137.50
EFT40485	15/01/2026	X WANG	REIMBURSEMENT OF COSTS OF POLICE CHECK, MEDICAL, PASSENGER TRANSPORT DRIVER AUTHORISATION FEE AND PTD APPLICATION FEES	385.00	385.00
EFT40486	15/01/2026	K MCDONALD	CHSP VOLUNTEER MEAL REIMBURSEMENT 18/12/25	20.00	20.00
EFT40487	15/01/2026	SYSTEM MAINTENANCE	PRESTON POINT RESERVE - 6 MONTHLY SEPTIC PUMP SERVICE - VISIT 1 2026	836.58	836.58
EFT40488	15/01/2026	JACKSON MCDONALD BARRISTERS & SOLICITORS	LEGAL ADVICE EF OVAL - 01/12/25 - 18/12/25	1,246.88	1,246.88
EFT40489	15/01/2026	LEMON LIGHT PRODUCTIONS	INSTALMENT 4 - EF OVAL AND MARCUS BEILBY MINI DOCUMENTARY	1,200.00	1,200.00
EFT40490	15/01/2026	CALL ASSOCIATES PTY LTD	AFTER HOURS CALL CENTRE SERVICES - NOVEMBER 25	416.46	416.46
EFT40491	15/01/2026	A CONNELL	CHSP - CBDC CLIENT ACTIVITY 10/12/25	60.00	60.00
EFT40492	15/01/2026	PEACEFUL EARTH WELLBEING	CHSP - CBDC CLIENT ACTIVITY- 17/12/25	50.00	50.00
EFT40493	15/01/2026	ILLION TENDERLINK	TENDERLINK FEES FOR PORTAL UPLOADS - STANDING ORDER - 03/12/25	181.50	181.50
EFT40494	15/01/2026	S DOUGLAS	CHSP VOLUNTEER MEAL REIMBURSEMENT 18/12/25	20.00	20.00
EFT40495	15/01/2026	J MUIR	CHSP VOLUNTEER MEAL REIMBURSEMENT 18/12/25	20.00	20.00
EFT40496	15/01/2026	BING TECHNOLOGIES PTY LTD	ELECTRONIC MAIL - 17/11/25 - 30/11/25	111.94	
			ELECTRONIC MAIL - 19/11/25 - 30/11/25	34.16	
			ELECTRONIC MAIL - 01/12/25 - 14/12/25	241.86	
			ELECTRONIC MAIL - 09/12/25 - 14/12/25	100.19	
			ELECTRONIC MAIL - 19/12/25 - 31/12/25	50.62	538.77
EFT40497	15/01/2026	EASI PACKAGING PTY LTD	PAYROLL DEDUCTIONS JANUARY 26	6,352.10	6,352.10
EFT40498	15/01/2026	P MIENZAH	REIMBURSEMENT OF COST OF UBER TO PICK UP HACC VEHICLE FROM SERVICE	16.77	16.77
EFT40499	15/01/2026	SOURCE BUSINESS PARTNERS	EOY 2024-25 AUDIT ASSISTANCE INCLUDING EFCP - 21/11/25 - 01/12/25	370.96	370.96
EFT40500	15/01/2026	MORIN AND SON TREE SERVICES	TREE PRUNING - VARIOUS LOCATIONS - 19/12/25	5,005.00	5,005.00
EFT40501	15/01/2026	B ACTIVE EAST FREMANTLE	TOWN CONTRIBUTION TO STAFF GYM MEMBERSHIPS 03/11/25 - 30/11/25	656.00	
			TOWN CONTRIBUTION TO STAFF GYM MEMBERSHIPS 29/09/25 - 02/11/25	838.00	
			TOWN CONTRIBUTION TO STAFF GYM MEMBERSHIPS 01/12/25 - 31/12/25	687.00	2,181.00
EFT40502	15/01/2026	FULL FAT CONSULTING	PROJECT MANAGEMENT SUPPORT - EFCP- 15/12/25 - 22/12/25	1,636.25	1,636.25
EFT40503	15/01/2026	7 TO 1 PHOTOGRAPHY	PHOTOGRAPHY AT EAST FREMANTLE STREET JAM FOR 1HOUR	330.00	330.00
EFT40504	15/01/2026	QUENDA DESIGNS	DESIGN ALICE POSTER AND LOGO FOR VALUES	803.00	803.00
EFT40505	15/01/2026	KWINANA ENERGY RECOVERY	WASTE DISPOSAL DECEMBER 25 - 98.9 TONNES	16,234.74	16,234.74
EFT40506	15/01/2026	VEOLIA RECYCLING & RECOVERY (PERTH) PTY LTD	WASTE DISPOSAL GENERAL WASTE 28/11/25 - 19/12/25	919.50	
			WASTE DISPOSAL FOGO - DECEMBER 25	24,055.76	
			WASTE DISPOSAL RECYCLING - DECEMBER 25	5,042.46	30,017.72
EFT40507	15/01/2026	MOBILE SENTINEL PTY LTD T/AS LITTLE RIPPERS TECHNOLOGY	20 X BOXES OF "LITTLE RIPPER" BIODEGRADABLE CANINE WASTE DISPOSAL BAGS.	2,607.00	
			ANNUAL SMART BOARD SUBSCRIPTION (W.A) FOR DOG BAG DISPENSER ROLL SENSOR BOARDS	1,996.50	4,603.50
EFT40508	15/01/2026	365 CLOUD SOLUTIONS	PROFESSIONAL SERVICES AGREEMENT 20250818	6,228.75	6,228.75
EFT40509	15/01/2026	P WONG	REIMBURSEMENT OF COST OF POLICE CHECK, MEDICAL, PASSENGER TRANSPORT DRIVER APPLICATION FEES & PTD LICENCE	385.10	385.10
EFT40510	15/01/2026	SHARP IMPRESSIONS	SHARP IMPRESSIONS STANDING ORDER - STAFF UNIFORMS	417.62	417.62
EFT40511	15/01/2026	PJA HOLDINGS (AUSTRALIA) PTY LTD	TRAFFIC IMPACT ASSESSMENT FOR THE TOWN CENTRE	2,371.60	2,371.60
EFT40512	15/01/2026	EUROPCAR WA	2 X 12 SEATER BUS (ONE DAY HIRE 11/12/25)	168.21	168.21
EFT40513	15/01/2026	OHURA GROUP PTY LTD/EAS OHURA CONSULTING	STRATEGIC INDUSTRIAL RELATIONS SUPPORT	4,050.80	4,050.80
EFT40514	15/01/2026	PERTH ECO BEEKING & BEE REMOVAL	MEMORIAL GARDENS - BEE HIVE REMOVAL / RELOCATION	1,100.00	1,100.00
EFT40515	15/01/2026	SELECT GLASS	REPAIR VANDALISM ART EFCP	2,139.09	2,139.09
EFT40516	15/01/2026	ART JAM WA	2 HOUR COMMUNITY MURAL WORKSHOP - PATCHWORK 10/01/26	825.00	825.00
EFT40517	15/01/2026	BARBARIANS GROUP	STAFF CHARITABLE PROGRAM DONATION	450.00	450.00
EFT40518	15/01/2026	LIFELINE WA	STAFF CHARITABLE PROGRAM DONATION	450.00	450.00

EFT40519	15/01/2026	COMPLETE APPROVALS	REFUND OF PLANNING APPLICATION FEE P103/25 - NOT REQUIRED	147.00	147.00
EFT40520	15/01/2026	M SVATOS	REFUND OF OVERPAYMENT OF FEES P076/25	147.00	147.00
EFT40521	15/01/2026	K JONES	REFUND OF OVERPAYMENT OF FEES BL2025104	171.65	171.65
EFT40522	15/01/2026	C EARDLEY	REFUND OF OVERPAYMENT OF FEES B2024123	171.65	171.65
EFT40523	15/01/2026	AMPOL AUSTRALIA PETROLEUM PTY LTD	FUEL USE 01/12/25 - 31/12/25	4,247.08	4,247.08
EFT40524	21/01/2026	AUSTRALIAN TAXATION OFFICE	BAS - DEC 2025	61,362.00	61,362.00
EFT40525	21/01/2026	WILLIAM PORTEOUS PROPERTIES INTERNATIONAL	RATES REFUND	994.34	994.34
EFT40526	21/01/2026	A NADERI	RATES REFUND	624.74	624.74
EFT40527	28/01/2026	M HANKIN	INFRASTRUCTURE BOND REFUND	3,000.00	3,000.00
EFT40528	28/01/2026	ADVANCED PATIOS	INFRASTRUCTURE BOND REFUND	1,500.00	1,500.00
EFT40529	28/01/2026	H SPIRIOLA	INFRASTRUCTURE BOND REFUND	1,500.00	1,500.00
EFT40530	28/01/2026	B DALITZ	INFRASTRUCTURE BOND REFUND	3,000.00	3,000.00
EFT40531	28/01/2026	A CONNOR	INFRASTRUCTURE BOND REFUND	3,000.00	3,000.00
EFT40532	28/01/2026	DALGETY BUILDING COMPANY PTY LTD	INFRASTRUCTURE BOND REFUND	5,000.00	5,000.00
EFT40533	29/01/2026	BUNNINGS BLDG SUPPLIES LTD	MATERIALS FOR VARIOUS ROAD AND VERGE REPAIRS	438.15	438.15
EFT40534	29/01/2026	CITY OF FREMANTLE	ANNUAL LIBRARY CONTRIBUTION 2025-2026	187,179.99	187,179.99
EFT40535	29/01/2026	FREMANTLE HERALD	ACROSS THE TOWN ADVERTS - 24/01/26	605.00	605.00
EFT40536	29/01/2026	READYTECH	PAYROLL BATCH REMOVED	550.00	550.00
EFT40537	29/01/2026	MCLEODS	PROFESSIONAL FEES - ANNUAL AUDIT 2025	192.50	192.50
EFT40538	29/01/2026	OPTUS ADMINISTRATION PTY LTD	MOBILE PHONE USE 22/12/25 - 21/01/26	159.98	159.98
EFT40539	29/01/2026	PERTH SOUTH WEST METROPOLITAN ALLIANCE (FORMALLY SOUTH WEST GROUP)	2025-2026 MEMBER COUNCIL CONTRIBUTION TOWARDS PSWMA ADMIN &, PROJECTS	42,942.90	
			2025-2026 MEMBER COUNCIL NRM CONTRIBUTION	12,100.00	55,042.90
EFT40540	29/01/2026	TELSTRA LIMITED	1 APPLE IPHONE 17 PRO MAX - COMMS, DEPOT MOBILE BACKUP 04/01/26 - 03/02/26	838.00	838.00
EFT40541	29/01/2026	SYNERGY	POWER SUPPLY VARIOUS LOCATIONS	22,366.57	22,366.57
EFT40542	29/01/2026	FASTA COURIERS	COURIER SERVICES 2025/26 - 06/01/26	34.73	34.73
EFT40543	29/01/2026	ALCHEMY TECHNOLOGY	SMS SOFTWARE UPGRADE STAGE 2 AGED CARE	990.00	990.00
EFT40544	29/01/2026	JONATHAN EPPS	STREET TREE ASSESSMENT - IRWIN STREET (MILLENDEN SIDE)	594.00	594.00
EFT40545	29/01/2026	SATELLITE SECURITY SERVICES	TOWN HALL - SMOKE DETECTOR / ALARM TESTING	385.00	385.00
EFT40546	29/01/2026	CR. HARRINGTON	SITTING FEES & ICT ALLOWANCE - JANUARY 26	1,861.25	1,861.25
EFT40547	29/01/2026	WOOLWORTHS GROUP LIMITED	WOOLWORTHS PURCHASES - CHSP - 16/12/25	70.56	
			WOOLWORTHS PURCHASES - OPERATIONS - 17/12/25	19.65	
			WOOLWORTHS PURCHASES - CHSP - 13/01/26	103.68	
			WOOLWORTHS PURCHASES - CHSP - 20/01/26	153.65	
			WOOLWORTHS PURCHASES - OPERATIONS - 21/01/26	51.85	
			WOOLWORTHS PURCHASES - OPERATIONS - 23/01/26	129.00	
			WOOLWORTHS PURCHASES - OPERATIONS - 23/01/26	14.00	
			WOOLWORTHS PURCHASES - CHSP - 27/01/26	128.88	
			WOOLWORTHS PURCHASES - CHSP - 28/01/26	19.00	690.27
EFT40548	29/01/2026	CR COLLINSON	SITTING FEES & ICT ALLOWANCE - JANUARY 26	1,861.25	1,861.25
EFT40549	29/01/2026	WEST COAST SHADE	RACEWAY PARK - SHADE SAIL INFRASTRUCTURE REPAIRS	4,004.00	4,004.00
EFT40550	29/01/2026	LANDSCAPE YARD O'CONNOR	MATERIAL FOR FOOTPATH BACKFILL	82.65	82.65
EFT40551	29/01/2026	D.J. PALMER (WA) PTY LTD	MATERIAL FOR SIGN AND BOLLARD WORKS	238.26	238.26
EFT40552	29/01/2026	DATANET ASIA PACIFIC PTY LTD	ZEBRA ZQ11 PRINTERS X 3 - RANGERS	2,635.01	2,635.01
EFT40553	29/01/2026	CR WHITE	SITTING FEES & ICT ALLOWANCE - JANUARY 26	1,861.25	1,861.25
EFT40554	29/01/2026	SONIC HEALTH PLUS	1 X PRE-EMPLOYMENT MEDICALS - 23/01/26	179.30	179.30
EFT40555	29/01/2026	MAYOR.NATALE	SITTING FEES , ICT ALLOWANCE & MAYORAL ALLOWANCE - JANUARY 2026	6,106.08	6,106.08
EFT40556	29/01/2026	WINC	OFFICE STATIONERIES ORDERED ON 20/01/2026	544.63	544.63
EFT40557	29/01/2026	AMBIUS (RENTOKIL INITIAL PTY LTD)	TOWN HALL PLANT HIRE - STANDING ORDER 27/02/26 - 26/03/26	354.86	354.86
EFT40558	29/01/2026	H DICKSON	CHSP VOLUNTEER MEAL REIMBURSEMENT 14/01/26	17.50	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 16/01/26	20.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 21/01/26	15.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 23/01/26	16.00	68.50
EFT40559	29/01/2026	LIVING TURF	SUPPLY IRONMAN, TERREPLES, INSECTICIDE AND GROWTH REGULATOR FOR WAUHOP PARK, HENRY JEFFERY OVAL, PRESTON POINT RESERVE	3,547.50	
			SUPPLY PROTURF FERTILISER FOR WAUHOP PARK, HENRY JEFFERY OVAL, PRESTON POINT RESERVE	4,884.00	8,431.50
EFT40560	29/01/2026	PTC IRRIGATION	IRRIGATION REPAIRS AT JOHN TONKIN PARK	902.00	
			SUPPLY 1 X BOX OF PGP SPRINKLERS, 6 X SDS DECODERS, 4 X VALVE BOX LIDS AND 25 X DBY CONNECTORS	1,904.52	2,806.52
EFT40561	29/01/2026	THE FRUIT BOX GROUP	FRUITBOX DELIVERY TOWN HALL AND DEPOT - 22/12/25 - 19/01/26	231.00	231.00
EFT40562	29/01/2026	M2M ONE PTY LTD	25/26 - TOWN HALL LIFT EMERGENCY SIM CARD - JANUARY 26	20.90	20.90
EFT40563	29/01/2026	J ENGLAND	CHSP VOLUNTEER MEAL REIMBURSEMENT 22/01/26	20.00	20.00
EFT40564	29/01/2026	K MCDONALD	CHSP VOLUNTEER MEAL REIMBURSEMENT 22/01/26	20.00	20.00
EFT40565	29/01/2026	CR.WILSON	SITTING FEES & ICT ALLOWANCE - JANUARY 26	1,861.25	1,861.25
EFT40566	29/01/2026	CALL ASSOCIATES PTY LTD	AFTER HOURS CALL CENTRE SERVICES - DECEMBER 25	598.68	598.68
EFT40567	29/01/2026	P TSEN	CHSP VOLUNTEER MEAL REIMBURSEMENT 14/01/26	20.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 16/01/26	20.00	40.00
EFT40568	29/01/2026	BRITESHINE CLEANING & MAINTENANCE SERVICES PTY LTD	CLEANING DECEMBER 25 - TOWN HALL, DEPOT CLEANING, DOVENBY , GLASSON PARK & CONSUMABLES ALL SITES	7,386.45	7,386.45
EFT40569	29/01/2026	PEACEFUL EARTH WELLBEING	CHSP - CBDC CLIENT ACTIVITY- 21/01/26	50.00	50.00
EFT40570	29/01/2026	SAFE T CARD AUSTRALIA PTY LTD	MONITORING FEES 2025/26 - JAN, FEB MARCH 26	323.40	323.40
EFT40571	29/01/2026	R BOWEN	REIMBURSEMENT OF COST OF PASSENGER TRANSPORT DRIVER AUTHORISATION RENEWAL FEE	99.00	99.00
EFT40572	29/01/2026	RIMPA	CORPORATE MEMBERSHIP	675.00	675.00
EFT40573	29/01/2026	S DOUGLAS	CHSP VOLUNTEER MEAL REIMBURSEMENT 08/01/26	16.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 15/01/26	20.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 16/01/26	19.90	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 20/01/26	20.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 22/01/26	19.00	94.90
EFT40574	29/01/2026	SOUTHERN BINS PTY LTD	BULK BINS - WAUHOP ROAD - 14/01/26	725.00	725.00
EFT40575	29/01/2026	J MUIR	CHSP VOLUNTEER MEAL REIMBURSEMENT 15/01/26	20.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 22 /01/26	18.00	38.00
EFT40576	29/01/2026	BING TECHNOLOGIES PTY LTD	ELECTRONIC MAIL - STANDING ORDER16/12/25 - 14/01/26	168.73	
			ELECTRONIC MAIL - STANDING ORDER 06/01/26 - 14/01/26	198.63	367.36
EFT40577	29/01/2026	EASI PACKAGING PTY LTD	PAYROLL DEDUCTIONS JANUARY 26	3,176.05	3,176.05
EFT40578	29/01/2026	D HUTCHINSON	RATES REFUND	3,000.00	3,000.00
EFT40579	29/01/2026	CR. MAYWOOD	SITTING FEES, ICT ALLOWANCE & DEPUTY MAYORAL ALLOWANCE - JANUARY 26	2,723.50	2,723.50

EFT40580	29/01/2026	SOURCE BUSINESS PARTNERS	WALGA PANEL AGREEMENT PSP004-12 - FINANCIAL SERVICES AS PER ENGAGEMENT LETTER DATED 9 DECEMBER 2025 - 16/12/26 - 18/01/26	6,501.00	6,501.00
EFT40581	29/01/2026	MORIN AND SON TREE SERVICES	TREE PRUNING - VARIOUS LOCATIONS - 16/01/26 ALLEN, VIEW, RICHMOND CSC, HUBLE OSBORNE, BEDFORD & PIER	5,401.00	5,401.00
EFT40582	29/01/2026	FULL FAT CONSULTING	PROJECT MANAGEMENT SUPPORT - EFCP. PROPOSAL DATED 24 JUNE 2025, UNIT BASED ENGAGEMENT 22/12/25 - 16/01/26	886.86	
			SERVICES PROPOSAL - CONTRACT MANAGEMENT SUPPORT SERVICES AND BUILDING COMPLIANCE REMEDIATION - 22/12/25 - 16/01/26	3,829.39	4,716.25
EFT40583	29/01/2026	M HOUSHAM	REIMBURSEMENT OF COST OF GOODS PURCHASED FOR CHSP 21/01/26	16.95	16.95
EFT40584	29/01/2026	THE GOOD GROCER EAST FREMANTLE	CATERING & GROCERY ITEMS - NOVEMBER AND DECEMBER 25	1,544.00	1,544.00
EFT40585	29/01/2026	OD CONSULTING - BELINDA COGHLAN	CULTURAL VALUES REVIEW (SHAPING OUR CULTURE)	961.00	961.00
EFT40586	29/01/2026	CHG-MERIDIAN AUSTRALIA PTY LTD	LAPTOP LEASE AGREEMENT 17/02/26 - 16/05/26	11,333.88	11,333.88
EFT40587	29/01/2026	CR BOYD	SITTING FEES & ICT ALLOWANCE - JANUARY 26	1,861.25	1,861.25
EFT40588	29/01/2026	CR CUTTER	SITTING FEES & ICT ALLOWANCE - JANUARY 26	1,861.25	1,861.25
EFT40589	29/01/2026	CR BROCKMANN	SITTING FEES & ICT ALLOWANCE - JANUARY 26	1,861.25	1,861.25
EFT40590	29/01/2026	DEPARTMENT OF LOCAL GOVERNMENT, INDUSTRY REGULATION AND SAFETY (DLGIRS)	BSL COLLECTED DECEMBER 25	294.76	294.76
EFT40591	29/01/2026	KIERAS CRAFTY CORNER	THREE HOURS OF FACE PAINTING AT EF STREET JAM EVENT	450.00	450.00
EFT40592	29/01/2026	JAMES LUSH	MEDIA TRAINING FOR MAYOR, DEPUTY MAYOR AND CEO 24/11/25	3,245.00	3,245.00
				784,690.69	784,690.69
Direct Debit - January 2026	Supplier	Description	Inv Amount	EFT	
	CBA	INTEREST ADJUSTMENT	0.10	0.10	
	CBA	GUARANTEE FEE	458.43	458.43	
	CBA	MERCHANT FEE	124.75	124.75	
	CBA	MERCHANT FEE	595.63	595.63	
	WA TREASURY CORP	LOAN REPAYMENT	16,062.19	16,062.19	
	NAB	TERM DEPOSIT 22/01/26	2,000,000.00	2,000,000.00	
	AMEX	AMEX FEE	71.01	71.01	
	NUVEI AUSTRALIA	NUVEI (TILL) SIMPLEPAY FEE	899.61	899.61	
	SUPERCHOICE	EMPLOYEE SUPERANNUATION	63,844.70	63,844.70	
	SHERRIFS OFFICE	FER REGISTRATION FEES	2,478.00	2,478.00	
	CBA	COMMBIZ TRANSACTION FEES	38.31	38.31	
	CBA	ACCOUNT SERVICE TRANSACTION FEES	4.00	4.00	
	EXETEL	INTERNET ACCESS	105.00	105.00	
	CBA	BPOINT TRANSACTION FEES	53.90	53.90	
	CBA	BPAY TRANSACTION FEES	351.07	351.07	
			2,085,086.70	2,085,086.70	
Credit Cards - January 2026	Supplier	Description	Inv Amount	EFT	
	CREDIT CARD - FRASER HENDERSON	NESPRESSO - CATERING	209.34	209.34	
	CREDIT CARD - PETER KOCIAN	DIAL A STAMP - MAIL DATE STAMP	84.90	84.90	
		SETTEBELLO PIZZERIA - GIFT CARD	50.75	50.75	
		INIT MAILCHIMP- SUBSCRIPTION	67.90	67.90	
		OFFICEWORKS - COMPUTER EQUIPMENT	49.00	49.00	
		CANVA - SUBSCRIPTION	164.99	164.99	
	CREDIT CARD -A DRIVER	WOOLWORTHS - GROCERY ITEMS	15.50	15.50	
		CREDIT CARD TOTAL	642.38	642.38	
		<i>Description</i>	<i>NET PAY</i>	<i>EFT</i>	
		PAYROLL FORTNIGHT ENDING 06/01/26	125,191.97	125,191.97	
		PAYROLL FORTNIGHT ENDING 20/01/26	124,909.33	124,909.33	
		PAYROLL TOTALS	250,101.30	250,101.30	
		AMPOL FUEL CARDS - DECEMBER 25	4,247.08	4,247.08	
		GRAND TOTAL	3,120,521.07	3,120,521.07	



Tax Invoice

Need help?

Self Service:
<https://cards.ampol.com.au>

Email:
ampolcard@ampol.com.au

Call:
 1300 365 096
 Ampol Customer Service:
 8:30am - 6:00pm EST, Mon to Fri

1 000249 000

TOWN OF EAST FREMANTLE
 PO BOX1097
 FREMANTLE WA 6959

Invoice date: 31/12/2025

Your account details	Due date	Total due inc GST
Invoice ref no: 0001406549 Account no: [REDACTED]	21/01/2026	\$4,247.08

Your AmpolCard invoice summary

01/12/2025 – 31/12/2025

Description	Product	Quantity	Amount \$ excl GST	GST amount	Total inc GST \$
FLEET	Unleaded	626.13	949.18	94.96	1,044.14
	Premium 95 A	116.95	199.90	19.98	219.88
	Premium 98 A	43.02	76.03	7.60	83.63
	Oils/Lubricants		55.00	5.50	60.50
	Premium Diesel A	1,602.57	2,580.86	258.07	2,838.93
	Total for Fleet		3,860.97	386.11	4,247.08
	Total		3,860.97	386.11	4,247.08

Payment options



Biller Code: [REDACTED]
Ref: [REDACTED]

EFT Direct Payment
BSB [REDACTED]
Account [REDACTED]



Credit Card
 Visit pay.ampol.com.au or
 Phone: 1300 138 469. Surcharges apply.

Breakdown of account summary

Details of fleet transactions processed from 01/12/2025 - 31/12/2025

Invoice date: 31/12/2025

Account no: [REDACTED]

Invoice ref no: 0001406549

Transaction Effective Date	Transaction Number	Customer Total	Customer Total GST
//		0.00	0.00
Total		0.00	0.00

Breakdown of fleet summary

Details of fleet transactions processed from 01/12/2025 - 31/12/2025

Invoice ref no: 0001406549

Account no: [REDACTED]

Invoice date: 31/12/2025

Card details Location	Date	Time	Trans no	Odo reading	Product	Quantity	Unit \$ inc GST	Amount \$ inc GST	Trn fee inc GST	Total \$ inc GST	GST on supply	GST on trn fee
Domestic 4085												
[REDACTED] 0483 Rego 1GBT981 Crd Holder HACC												
Ampol Foodary Fremantle East	03/12	08:26	E16638	160272	Unleaded	29.43	177.22	52.16	0.00	52.16	4.74	0.00
Ampol Foodary Fremantle East	09/12	12:25	E16911	160662	Unleaded	38.11	163.40	62.27	0.00	62.27	5.66	0.00
Ampol Foodary Fremantle East	15/12	16:04	E6464	161063	Unleaded	45.02	174.11	78.38	0.00	78.38	7.13	0.00
Ampol Foodary Fremantle East	19/12	08:47	E17249	161295	Unleaded	30.14	171.40	51.66	0.00	51.66	4.70	0.00
Ampol Foodary Fremantle East	23/12	09:08	E17382	161461	Unleaded	21.63	157.40	34.05	0.00	34.05	3.10	0.00
Ampol Foodary Fremantle East	30/12	10:11	E17562	161781	Unleaded	33.78	155.40	52.49	0.00	52.49	4.77	0.00
					Card total	198.11		331.01	0.00	331.01	30.10	0.00
Domestic 4088												
[REDACTED] 0467 Rego 1GCQ228 Crd Holder HACC												
Ampol Foodary Fremantle East	01/12	09:41	E16518	207778	Unleaded	26.06	167.40	43.62	0.00	43.62	3.97	0.00
Ampol Foodary O'Connor	03/12	10:51	E43351	207926	Unleaded	18.79	177.11	33.28	0.00	33.28	3.03	0.00
Ampol Foodary Melville	09/12	14:35	E43392	208129	Unleaded	26.56	161.40	42.87	0.00	42.87	3.90	0.00
Ampol Foodary Fremantle East	12/12	10:56	E17022	208258	Unleaded	17.58	173.40	30.48	0.00	30.48	2.77	0.00
Ampol Foodary Melville	16/12	14:53	E44126	208454	Unleaded	23.74	157.40	37.37	0.00	37.37	3.40	0.00
Ampol Foodary Fremantle East	19/12	10:35	E17257	208566	Unleaded	15.52	171.30	26.59	0.00	26.59	2.42	0.00
Ampol Foodary Fremantle East	29/12	08:23	E17531	208835	Unleaded	32.55	161.40	52.54	0.00	52.54	4.78	0.00
					Card total	160.80		266.75	0.00	266.75	24.27	0.00
Domestic 4089												
[REDACTED] 0475 Rego 1GCQ227 Crd Holder HACC												
Ampol Foodary Fremantle East	01/12	14:51	E16535	122959	Premium 95 A	23.84	183.40	43.72	0.00	43.72	3.97	0.00
Ampol Foodary Fremantle East	03/12	16:16	E16671	123248	Premium 95 A	44.79	193.07	86.48	0.00	86.48	7.86	0.00
Ampol Foodary Fremantle East	08/12	14:47	E16862	123560	Premium 98 A	43.02	194.40	83.63	0.00	83.63	7.60	0.00
Ampol Foodary Fremantle East	11/12	16:16	E6403	123723	Premium 95 A	30.63	190.32	58.30	0.00	58.30	5.30	0.00

Card details Location	Date	Time	Trans no	Odo reading	Product	Quantity	Unit \$ inc GST	Amount \$ inc GST	Trn fee inc GST	Total \$ inc GST	GST on supply	GST on trn fee
Ampol Foodary Fremantle East	16/12	14:34	E6492	123831	Premium 95 A	17.69	177.40	31.38	0.00	31.38	2.85	0.00
					Card total	159.97		303.51	0.00	303.51	27.58	0.00
Domestic 4091												
6959 Rego 1GDV315 Crd Holder OPERATIONS												
Ampol Foodary Fremantle East	01/12	08:24	E16510	74857	Premium Diesel A	71.35	181.87	129.76	0.00	129.76	11.80	0.00
Ampol Foodary Fremantle East	19/12	14:14	E17275	75311	Premium Diesel A	71.30	172.55	123.03	0.00	123.03	11.18	0.00
					Card total	142.65		252.79	0.00	252.79	22.98	0.00
Domestic 5002												
7015 Rego 1GKM815 Crd Holder WORKS												
Ampol Foodary Fremantle East	03/12	07:58	E16637	79200	Premium Diesel A	91.10	180.64	164.57	0.00	164.57	14.96	0.00
Ampol Foodary Fremantle East	23/12	09:48	E17385	78621	Premium Diesel A	100.27	171.49	171.96	0.00	171.96	15.63	0.00
					Card total	191.37		336.53	0.00	336.53	30.59	0.00
Domestic 5009												
1945 Rego 1GQJ387 Crd Holder OPERATIONS												
Ampol Foodary Fremantle East	02/12	11:25	E16572	105788	Premium Diesel A	62.74	180.94	113.52	0.00	113.52	10.32	0.00
					Card total	62.74		113.52	0.00	113.52	10.32	0.00
Domestic 5020												
3076 Rego 1HMC350 Crd Holder WORKS												
Ampol Foodary Fremantle East	02/12	14:43	E16595	44385	Premium Diesel A	103.81	180.94	187.83	0.00	187.83	17.08	0.00
Ampol Foodary Fremantle East	29/12	12:43	E17543	45033	Premium Diesel A	99.74	170.93	170.49	0.00	170.49	15.50	0.00
					Card total	203.55		358.32	0.00	358.32	32.58	0.00
Domestic 5021												
3159 Rego 1HLR056 Crd Holder WORKS												
Ampol Foodary Fremantle East	01/12	11:02	E16524	27597	Premium Diesel A	51.84	181.87	94.28	0.00	94.28	8.57	0.00
Ampol Foodary Fremantle East	15/12	11:26	E17102	28057	Premium Diesel A	57.40	176.22	101.15	0.00	101.15	9.20	0.00
					Card total	109.24		195.43	0.00	195.43	17.77	0.00
Domestic P5016												
7106 Rego 1GYB393 Crd Holder OPERATIONS												
Ampol Foodary Fremantle East	04/12	12:53	E16703	1037	Premium Diesel A	26.46	180.30	47.71	0.00	47.71	4.34	0.00

Card details Location	Date	Time	Trans no	Odo reading	Product	Quantity	Unit \$ inc GST	Amount \$ inc GST	Trn fee inc GST	Total \$ inc GST	GST on supply	GST on trn fee
Ampol Foodary Fremantle East	11/12	11:57	E16994	1041	Premium Diesel A	28.00	177.71	49.76	0.00	49.76	4.52	0.00
Ampol Foodary Fremantle East	18/12	11:58	E17233	1045	Premium Diesel A	30.85	173.42	53.50	0.00	53.50	4.86	0.00
Ampol Foodary Fremantle East	22/12	14:03	E17366	1049	Premium Diesel A	29.92	172.20	51.52	0.00	51.52	4.68	0.00
					Card total	115.23		202.49	0.00	202.49	18.40	0.00
Domestic P5018												
7406 Rego 1HHZ552 Crd Holder CHSP BUS												
Ampol Foodary Fremantle East	01/12	08:28	E16511	109813	Premium Diesel A	47.47	181.87	86.33	0.00	86.33	7.85	0.00
Ampol Foodary Fremantle East	03/12	14:54	E16661	110104	Premium Diesel A	47.14	180.64	85.16	0.00	85.16	7.74	0.00
Ampol Foodary Fremantle East	08/12	08:27	E16850	110372	Premium Diesel A	53.16	179.58	95.46	0.00	95.46	8.68	0.00
Ampol Foodary Fremantle East	09/12	15:30	E16925	110642	Premium Diesel A	38.60	178.99	69.09	0.00	69.09	6.28	0.00
Ampol Foodary Fremantle East	09/12	15:30	E16925	110642	Oils/Lubricants			60.50	0.00	60.50	5.50	0.00
Ampol Foodary Fremantle East	12/12	08:16	E17018	110783	Premium Diesel A	39.21	177.07	69.43	0.00	69.43	6.31	0.00
Ampol Foodary Fremantle East	17/12	08:32	E17176	110966	Premium Diesel A	33.25	174.39	57.98	0.00	57.98	5.27	0.00
Ampol Foodary Fremantle East	17/12	14:49	E17196	111097	Premium Diesel A	21.85	174.39	38.10	0.00	38.10	3.46	0.00
					Card total	280.68		562.05	0.00	562.05	51.09	0.00
Domestic P5019												
6876 Rego Crd Holder OPERATIONS												
Ampol Foodary Fremantle East	09/12	07:03	E16874	0	Unleaded	113.86	163.40	186.05	0.00	186.05	16.91	0.00
					Card total	113.86		186.05	0.00	186.05	16.91	0.00
Domestic P5025												
5727 Rego 1IEM002 Crd Holder OPERATIONS												
Ampol Foodary Fremantle East	01/12	11:59	E16526	31852	Premium Diesel A	69.40	181.87	126.21	0.00	126.21	11.47	0.00
Ampol Foodary Fremantle East	11/12	06:52	E16979	31979	Premium Diesel A	58.87	177.71	104.62	0.00	104.62	9.51	0.00
Ampol Foodary Fremantle East	18/12	05:34	E17206	32424	Premium Diesel A	45.17	173.42	78.33	0.00	78.33	7.12	0.00
					Card total	173.44		309.16	0.00	309.16	28.10	0.00
Domestic P5026												
7100 Rego 1IDR863 Crd Holder CHSP												
Ampol Foodary Fremantle East	02/12	10:20	E16567	23324	Unleaded	28.66	161.40	46.26	0.00	46.26	4.21	0.00
Ampol Foodary Fremantle East	09/12	15:02	E16922	23789	Unleaded	32.96	163.40	53.86	0.00	53.86	4.90	0.00

Card details Location	Date	Time	Trans no	Odo reading	Product	Quantity	Unit \$ inc GST	Amount \$ inc GST	Trn fee inc GST	Total \$ inc GST	GST on supply	GST on trn fee
Ampol Foodary Fremantle East	17/12	15:39	E6525	24044	Unleaded	22.85	173.37	39.62	0.00	39.62	3.60	0.00
					Card total	84.47		139.74	0.00	139.74	12.71	0.00
Domestic P5027												
7118 Rego 1IDR864 Crd Holder CHSP												
Ampol Foodary Fremantle East	04/12	07:40	E16692	24371	Unleaded	25.28	177.81	44.95	0.00	44.95	4.09	0.00
Ampol Foodary Melville	10/12	10:07	E43474	24995	Unleaded	20.46	175.78	35.96	0.00	35.96	3.27	0.00
Ampol Foodary Fremantle East	19/12	14:48	E17278	25287	Unleaded	23.15	171.40	39.68	0.00	39.68	3.61	0.00
					Card total	68.89		120.59	0.00	120.59	10.97	0.00
Domestic P5028												
8902 Rego 1IFJ756 Crd Holder RANGERS												
Ampol Foodary Fremantle East	06/12	14:38	E16803	25965	Premium Diesel A	51.11	179.58	91.78	0.00	91.78	8.34	0.00
Ampol Foodary Fremantle East	13/12	15:10	E6437	26252	Premium Diesel A	45.61	176.22	80.37	0.00	80.37	7.31	0.00
Ampol Foodary Fremantle East	20/12	15:01	E17303	26548	Premium Diesel A	44.61	172.20	76.82	0.00	76.82	6.98	0.00
Ampol Foodary Fremantle East	27/12	14:58	E17494	26844	Premium Diesel A	44.20	170.93	75.55	0.00	75.55	6.87	0.00
					Card total	185.53		324.52	0.00	324.52	29.50	0.00
Domestic P5029												
7833 Rego 1ILA738 Crd Holder OPERATIONS												
Ampol Foodary Fremantle East	09/12	07:05	E16875	321	Premium Diesel A	13.69	178.99	24.50	0.00	24.50	2.23	0.00
Ampol Foodary Fremantle East	18/12	11:20	E17230	329	Premium Diesel A	25.60	173.42	44.39	0.00	44.39	4.04	0.00
					Card total	39.29		68.89	0.00	68.89	6.27	0.00
Domestic P5032												
6608 Rego 1IMN465 Crd Holder OPERATIONS												
Ampol Foodary Fremantle East	02/12	11:59	E16573	1608	Premium Diesel A	41.79	180.94	75.62	0.00	75.62	6.87	0.00
					Card total	41.79		75.62	0.00	75.62	6.87	0.00
Domestic P5033												
9934 Rego 1ITE286 Crd Holder OPERATIONS												
Ampol Foodary Fremantle East	16/12	11:21	E17143	431	Premium Diesel A	57.06	175.44	100.11	0.00	100.11	9.10	0.00
					Card total	57.06		100.11	0.00	100.11	9.10	0.00

14 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

15 NOTICE OF MOTION FOR CONSIDERATION AT THE NEXT MEETING

16 QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

17 NEW BUSINESS OF AN URGENT NATURE

18 MATTERS BEHIND CLOSED DOORS

19 CLOSURE