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Council Minutes

Shire of Pingelly

Ordinary Council Meeting

Wednesday 19 August 2026

2:00 pm

Pingelly, positive by nature. Let's grow together!

Risk Framework

Consequence Rating

Impact	Health	Financial	Service Interruption	Compliance	Reputational	Property	Environment
Insignificant	Negligible injuries	Less than \$2,000	No material service interruption	No noticeable regulatory / statutory impact	Low impact, single complaint, low profile or 'no news' item	Inconsequential or no damage	Contained, reversible impact managed on site response
Minor	First aid injuries	\$2,001 - \$10,000	Short term temporary interruption – backlog cleared < 1 day	Some temporary non-compliance	Low impact, a small number of complaints	Localised damage rectified by routine internal procedures	Contained, reversible impact managed by internal response
Moderate	Medical type injuries <5 days	\$10,001 - \$50,000	Medium term temporary interruption – backlog cleared by additional resources < 1 week	Short term non-compliance but with significant regulatory requirements imposed	Public embarrassment, moderate impact, low or moderate news profile	Localised damage requiring external resources to rectify	Contained, reversible impact managed by external agencies
Major	Lost time injury >5 days	\$50,001 - \$200,000	Prolonged interruption of services – additional resources; performance affected < 1 month	Non-compliance results in termination of services or imposed penalties	Public embarrassment, high impact, high news profile, third party actions	Significant damage requiring internal & external resources to rectify	Uncontained, reversible impact managed by a coordinated response from external agencies
Catastrophic	Fatality, permanent disability	More than \$200,000	Indeterminate prolonged interruption – non-performance > 1 month	Non-compliance results in litigation, criminal charges or significant damages	Public embarrassment, very high multiple impacts, high widespread multiple news profile, third party actions	Extensive damage requiring prolonged period of restitution. Complete loss of property	Uncontained, irreversible impact

Likelihood Rating

	Description
Almost Certain	The event is expected to occur in most circumstances > once per year > 90% chance of occurring
Likely	The event will probably occur in most circumstances At least once per year 60% - 90% chance of occurring
Possible	The event should occur at some time At least once in 3 years 40% - 60% chance of occurring
Unlikely	The event could occur at some time At least once in 3 years 10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances Less than once in 15 years < 10% chance of occurring

Risk Matrix

Consequence Likelihood	Insignificant	Minor	Moderate	Major	Catastrophic
Almost Certain	M (5)	H (10)	H (15)	E (20)	E (25)
Likely	L (4)	M (8)	H (12)	H (16)	E (20)
Possible	L (3)	M (6)	M (9)	H (12)	H (15)
Unlikely	L (2)	L (4)	M (6)	M (8)	H (10)
Rare	L (1)	L (2)	L (4)	L (4)	M (5)

Risk Acceptance Criteria

	Description	Criteria	Responsibility
Low (L)	Acceptable	Acceptable with adequate controls, managed by routine procedures and subject to annual monitoring	Staff Member
Moderate (M)	Monitor	Acceptable with adequate controls, managed by specific procedures, subject to semi-annual monitoring	Senior Manager
High (H)	Urgent action	Acceptable with effective controls, managed by senior management, subject to monthly monitoring	Senior Manager
Extreme (E)	Unacceptable	Only acceptable with excellent controls and all treatment plans to be explored and implemented where possible, managed by the CEO and subject to continuous monitoring	CEO

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1. DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS

The Chairman declared the meeting open at 02.10pm.

2. ACKNOWLEDGEMENT OF COUNTRY

We acknowledge the Willman Noongar people of this area and recognise their continuing connection to land, waters and community. We pay respect to Elders past, present and emerging.

3. ANNOUNCEMENTS BY THE PRESIDING MEMBER

Please turn your mobile phones to silent, any calls are to be taken outside of the Chambers.

Thank you.

“Thank you, Councillor Wood, for holding for forte whilst I was away on holiday. I believe everybody was on their best behaviour. He has obviously taught you well, so that means you have to continue To do the same thing today.

The other announcement that I would like to comment on today is about yesterday.

Yesterday, Tuesday 18th August marked the major 60th anniversary of the Battle of Long Tan, commemorated across Australia as Vietnam Veterans’ Day. On this day in 1966, 108 Australian soldiers from D Company, 6RAR faced an intense battle against a much larger force in a rubber plantation in South Vietnam.

Vietnam Veterans’ Day is an opportunity to honour the Australians who served during the Vietnam War, including those killed in action, those who died of their wounds and those who were wounded in service, while remembering the sacrifices made by veterans and their families.

I thought it was an ideal opportunity for us to remember that, in our Council meeting today. I would like to ask our CEO to say a prayer of peace for the world please.”

“Our God and Father we come now during this Council meeting after this anniversary and we just ask that the Veterans’ that served in these conflicts on all sides that they would be preserved, that they would know this peace that we are living in at the moment, and Father that we could be grateful to them. Father we just continue and think of the current armed forces that they would be safe. Father for all of the conflicts that are going on around the world that these men and women of the armed forces, wherever they are, and the civilians’ as well, that they would also remain safe. We express brave for peace, not only for our land but for the world at large. My Sons name and lord, Jesus Christ. Amen.”

4. RECORD OF ATTENDANCE / APOLOGIES / APPROVED LEAVE OF ABSENCE

Members Present

Cr J McBurney	President
Cr P Wood	Deputy President
Cr C Cheney	
Cr B Hotham	
Cr R Howell	
Cr D Summers	
Cr A Trethewey	

Staff in Attendance

Mr A Dover	Chief Executive Officer
Mr M Hudson	Executive Manager Works
Mr L Beretta	Manager Finance
Mrs S Nyssen	Governance and Executive Officer

Members of Public

Mr Justin Wieman

5. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

6. PUBLIC QUESTION TIME

Nil

7. APPLICATIONS FOR LEAVE OF ABSENCE

13764 Cr Angela Trethewey moved, Cr Robert Howell seconded

Voting Requirements:

Simple Majority required

Council Decision:

That the Council grant leave to Councillor Clinton Cheney and President Jackie McBurney for the 16 September 2026.

That the Council grant leave to Deputy President Peter Wood from the 18 September 2026 to the 4 October 2026.

Carried Unanimously 7 votes to 0

For:

President Jackie McBurney, Deputy Peter Wood, Cr Clinton Cheney,
Cr Bryan Hotham, Cr Robert Howell, Cr Danielle Summers & Cr Angela Tretheway

Against:

Nil

8. DISCLOSURES OF INTEREST

Name	Item No.	Nature of Interest
Cr Clinton Cheney	14.2	Impartial
Cr Clinton Cheney	15.1A	Financial
Cr Clinton Cheney	15.1C	Financial
Cr Angela Trethewey	15.1A	Financial

9. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

9.1. Confirmation of Minutes of Previous Meetings – 15 July 2026

Statutory Environment:

Section 5.22 of the *Local Government Act* provides that minutes of all meetings are to be kept and submitted to the next ordinary meeting of the council or the committee, as the case requires, for confirmation.

13765 Cr Danielle Summers moved, Cr Bryan Hotham seconded

Voting Requirements:

Simple Majority required

Recommendation and Council Decision:

That the Minutes of the Ordinary Meeting of the Council of the Shire of Pingelly held in the Council Chambers on 15 July 2026 be confirmed.

Carried Unanimously 7 votes to 0

For:	President Jackie McBurney, Deputy Peter Wood, Cr Clinton Cheney, Cr Bryan Hotham, Cr Robert Howell, Cr Danielle Summers & Cr Angela Tretheway
Against:	Nil

10. PETITIONS / DEPUTATIONS / PRESENTATIONS / SUBMISSIONS

Nil

11. ITEMS BROUGHT FORWARD DUE TO PERSONS ATTENDING

17.1. Notice of Motion – Prudent Management of Councillor and Staff Travel

Comment

The Shire has a responsibility to ensure that public funds are managed carefully and spent only where there is a clear benefit to the community.

Travel, accommodation, conference registrations, meals and other associated costs can represent a significant expenditure each year. While professional development and networking have an important role, attendance should be based on organisational need rather than routine practice or personal interest.

Similarly, attendance at award ceremonies, presentations, optional training and committee meetings where the Shire's representation is not required should be carefully considered before public funds are committed.

At a time when residents are experiencing continued cost of living pressures, it is appropriate that both Councillors and Shire staff demonstrate prudent financial management and ensure discretionary expenditure is kept to a minimum. Any savings achieved through reducing unnecessary travel and attendance can instead be directed towards delivering services, maintaining community infrastructure and improving outcomes for ratepayers.

This motion is not intended to restrict attendance where there is a legislative requirement, operational necessity or a clear and demonstrable benefit to the Shire. Rather, it seeks to ensure that all discretionary travel and associated expenditure is justified, accountable and represents value for money for the community.

13766 President Jackie McBurney moved, Cr Bryan Hotham seconded

Voting Requirements:

Simple Majority required

Council Decision:

That Council Suspend Standing Orders.

Carried Unanimously 7 votes to 0

For:	President Jackie McBurney, Deputy Peter Wood, Cr Clinton Cheney, Cr Bryan Hotham, Cr Robert Howell, Cr Danielle Summers & Cr Angela Tretheway
Against:	Nil

13767 Cr Clinton Cheney moved, Cr Danielle Summers seconded

Voting Requirements:

Simple Majority required

Council Decision:

That Council:

1. Reaffirms that travel and attendance by Councillors and Shire staff at conferences, training courses, committee meetings, award ceremonies, presentations and other external events should only occur where there is a clear and demonstrable benefit to the Shire and its residents.

Carried Unanimously 7 votes to 0

For:	President Jackie McBurney, Deputy Peter Wood, Cr Clinton Cheney, Cr Bryan Hotham, Cr Robert Howell, Cr Danielle Summers & Cr Angela Tretheway
Against:	Nil

13768 Cr Clinton Cheney moved, Cr Danielle Summers seconded

Voting Requirements:

Simple Majority required

Council Decision:

That Council:

2. Requests that Council only approve expenditure for travel, accommodation, registration fees and associated expenses where:
 - The training is mandatory or required under legislation;
 - Attendance is necessary to fulfil a statutory, contractual or operational requirement;
 - The Shire has been requested or is required to be represented;
 - The conference, meeting or professional development activity provides a direct and measurable benefit to the Shire; or
 - Council has specifically approved attendance based on exceptional circumstances.
3. Resolves that attendance by Councillors and Shire staff at award nights, presentations, ceremonial functions, optional training, conferences and committee meetings where the Shire's representation is not required or where there is no demonstrable benefit to the Shire will generally not be funded by the Shire.

Carried Unanimously 4 votes to 3

For:	Cr Clinton Cheney, Cr Bryan Hotham, Cr Danielle Summers & Cr Angela Tretheway
Against:	President Jackie McBurney, Deputy Peter Wood & Cr Robert Howell

13769 Cr Clinton Cheney moved, Cr Danielle Summers seconded

Voting Requirements:

Simple Majority required

Council Decision:

That Council:

- 4. Requests the Chief Executive Officer review the Shire's policies relating to travel, conferences, training and elected member expenses and present any amendments necessary to implement this resolution.**

Carried Unanimously 6 votes to 1

For:	Deputy Peter Wood, Cr Clinton Cheney, Cr Bryan Hotham, Cr Robert Howell, Cr Danielle Summers & Cr Angela Tretheway
Against:	President Jackie McBurney

17.2. Notice of Motion – Reduction of Councillor Sitting Fees

Comment

Our community continues to experience significant cost-of-living pressures. Many residents are making difficult financial decisions as the cost of groceries, fuel, utilities, insurance and housing continues to rise. As elected representatives, it is important that we demonstrate leadership by sharing in the financial realities experienced by the people we represent.

This motion will result in a genuine reduction to the sitting fees currently received by Councillors and the Shire President. It is not a decision to forgo a future increase, but an active reduction in the current level of elected member payments to the minimum amounts permitted under the applicable legislation.

The role of a Councillor is, first and foremost, one of community service. While elected members should be appropriately compensated for the time and responsibilities involved, service on Council should not be primarily motivated by financial reward.

Reducing the current sitting fees to the minimum prescribed amounts sends a clear message that serving the community is a privilege and that Council is prepared to lead by example during a period when many households are under financial pressure.

The savings, while modest in the context of Council's overall budget, demonstrate a commitment to prudent financial management and allow funds to remain available for community services, facilities and essential infrastructure.

Cr Clinton Cheney moved, Cr Danielle Summers seconded

Voting Requirements:

Simple Majority required

Council Decision:

That Council:

- 1. Acknowledges that the minimum prescribed annual fees represent a reduction from the sitting fees currently paid to elected members; and**
- 2. Resolves to reduce the annual fees paid to Councillors and the Shire President from their current amounts to the minimum amounts prescribed under the *Local Government Act 1995* and the *Local Government (Administration) Regulations 1996*, effective from the commencement of the next quarter.**

Carried Unanimously 0 votes to 7

For:	
Against:	President Jackie McBurney, Deputy Peter Wood, Cr Robert Howell, Cr Bryan Hotham, Cr Clinton Cheney, Cr Danielle Summers & Cr Angela Trethewey

Cr Danielle Summers moved, Cr Clinton Cheney seconded

Voting Requirements:

Simple Majority required

Council Decision:

That Council Change the method of payment for elected members from the annual fee attendance to a per meeting sitting fee.

Carried Unanimously 0 votes to 7

For:	
Against:	President Jackie McBurney, Deputy Peter Wood, Cr Robert Howell, Cr Bryan Hotham, Cr Clinton Cheney, Cr Danielle Summers & Cr Angela Trethewey

13770 President Jackie McBurney moved, Cr Robert Howell seconded

Voting Requirements:

Simple Majority required

Council Decision:

That Council Reinstate Standing Orders.

Carried Unanimously 7 votes to 0

For:	President Jackie McBurney, Deputy Peter Wood, Cr Clinton Cheney, Cr Bryan Hotham, Cr Robert Howell, Cr Danielle Summers & Cr Angela Trethewey
Against:	Nil

12. REPORTS OF COMMITTEES

12.1. Reports of Committees of Council

- | | |
|------------------------------------|---|
| • Audit & Risk Committee | Full Council |
| • Bush Fire Advisory Committee | Member – Cr Hotham
Deputy – Shire President |
| • CEO Performance Review Committee | Member – Shire President
Member – Deputy President
Member – Cr Hotham |

13771 Cr Angela Trethewey moved, Cr Danielle Summers seconded

Voting Requirements:

Simple Majority required

Recommendation and Council Decision:

That Council notes the minutes of the Audit and Risk Committee meeting dated 19 August 2026.

Carried Unanimously 7 votes to 0

For:	President Jackie McBurney, Deputy Peter Wood, Cr Clinton Cheney, Cr Bryan Hotham, Cr Robert Howell, Cr Danielle Summers & Cr Angela Tretheway
Against:	Nil

13772 Cr Robert Howell moved, Cr Danielle Summers seconded

Voting Requirements:

Simple Majority required

Recommendation and Council Decision:

That Council adopts the Compliance Audit Return (CAR) for the 2025 calendar year presented as attached.

Carried Unanimously 7 votes to 0

For:	President Jackie McBurney, Deputy Peter Wood, Cr Clinton Cheney, Cr Bryan Hotham, Cr Robert Howell, Cr Danielle Summers & Cr Angela Tretheway
Against:	Nil

12.2. Reports of Council Delegates on External Committee

- | | |
|--|--|
| • Central Country Zone of WALGA | Delegate – Shire President
Delegate – Deputy President
Deputy – Full Council
Deputy – CEO |
| • Hotham-Dale Regional Road Sub-Group | Delegate – Deputy President
Deputy – Cr Trethewey
Alternate Deputy – Cr Hotham |
| • Pingelly Recreation & Cultural Centre Board | Member – Shire President |
| • Development Assessment Panel | Delegate – Cr Cheney
Delegate – Cr Summers
Deputy – Cr Howell
Deputy – Cr Trethewey |
| • Pingelly Tourism Group | Delegate – Cr Hotham
Deputy – Cr Trethewey |
| • Shires of Pingelly and Wandering Joint
Local Emergency Management Committee | Delegate – Shire President
Delegate – Deputy President
Deputy – Cr Cheney |
| • Pingelly Early Years Network | Delegate – Cr Summers
Deputy – Shire President |
| • Pingelly Community Wellbeing Plan Working Group | Delegate – Shire President
Deputy – Cr Howell |
| • Pingelly Museum and Historical Group | Delegate – Cr Hotham
Deputy – Cr Trethewey
Deputy – Cr Summers |

13. REPORTS OF COUNCILLORS

13.1. Reports of President

President on approved leave.

13.2. Memorials

The Chairman to ask Councillors if there are any memorials to be noted in the minutes.

- Council send their condolences to the family and friends of Mr James 'Jim' Watt's.

13.3. Celebrations

The Chairman to ask Councillors if there are any commemorations to be noted in the minutes.

- Council formally recognise and congratulate the team at the Pingelly CRC for the successful Staying in Place Expo held here in Pingelly. The event was enormous and accommodation was booked out in Pingelly and surrounding towns. It was an enormous amount of work to get the program off the ground and to continue making it available in our community. Council congratulates the team there for all the work that they do.
- Congratulations also to the Pingelly CRC for being a finalist at the 2026 Aged Care HESTA Awards for the Staying in Place program.

14. OFFICE OF THE CHIEF EXECUTIVE OFFICER

14.1. Artist in Residence Trial

File Reference:	ADM0777
Location:	Lot 832, Portion of Reserve 10207 (Pingelly Railway Station)
Applicant:	Dianne Mainwaring
Author:	Chief Executive Officer
Disclosure of Interest:	Nil
Attachments:	Template Artist in Residence Agreement
Previous Reference:	Nil

Summary

For Council to adopt a twelve (12) month trial of an Artist in Residence program at the Pingelly Railway Station, Lot 832, Portion of Reserve 10207, Pingelly.

Background

Discussions have been held between the Shire and local artist Ms Dianne Mainwaring regarding potential locations for an artist in residence and community gallery. Following those discussions, the vacant Pingelly Railway Station was identified as a suitable site.

The Pingelly Railway station includes an area suitable for an artist's studio and gallery, with kitchen and bathroom facilities. The space provides an opportunity for a resident artist to create and exhibit work on-site, while helping to keep the Gallery open and active for visitors as part of the Shire's broader arts, culture and heritage program.

The Shire of Beverley's Station Gallery has operated a year-round Artist in Residence program from its historic railway station since 2006, hosting a different artist most months and culminating in regular exhibitions and workshops; it is now a well-established regional drawcard alongside the adjoining Platform Theatre. Narrogin Heritage Railway Station also runs an Artist in Residence program, inviting visual artists, writers and performing artists to work on-site. These examples demonstrate the viability of pairing a heritage building with an ongoing artist residency and community gallery.

Comment

It is proposed that the arrangement be adopted on a twelve (12) month trial basis, to allow Council to assess its community, cultural and operational benefits before considering it on an ongoing footing. Officers have prepared a template Artist in Residence Agreement that sets out an in-kind residency arrangement:

- no stipend or wage is paid to the Artist,
- use of one room for an open artist's studio where the community can observe the artist working;
- use of one room as a gallery for sale of works by the Artist and other artists, operated by the Artist;
- the building to be open the public at fixed, published days and times;

The Artist operates independently under their own ABN and is required to hold public liability insurance covering all activities carried out under the Agreement.

Officers propose that the trial commence with Ms Dianne Mainwaring engaged as the initial Artist in Residence for a six (6) month term. Subsequent artist(s) would then be identified and engaged on the same in-kind basis and using the same template Agreement, for the remainder of the twelve (12) month trial period.

It is recommended that Council delegate authority to the Chief Executive Officer to select and engage subsequent artist(s) in residence for the balance of the trial, so that the Gallery can remain active between placements without the need for a further Council decision for each individual artist. A brief report on the trial, including any recommendation on its continuation, would be brought back to Council prior to the twelve (12) month period ending.

Consultation

Initial discussions have been held between staff and Ms Dianne Mainwaring.

Statutory Environment

Nil.

Policy Implications

The Shire does not currently have a policy specific to artist residencies. Should the trial proceed past the initial 12-month trial period, officers propose that the experience inform the development of a Council policy governing future Artists in Residents arrangements.

Financial Implications

Nil.

Strategic Implications

Outcome 1. Pingelly is an acclaimed hub of creativity, culture and heritage in the Wheatbelt.
Objective 1.1. Grow community and visitor involvement in art, crafts and community events.
Objective 1.3. Preserve and showcase our rich local history and heritage.
Outcome 8. Sustainable economic growth with decent learning opportunities and work for all.
Objective 8.1. Create and support opportunities to diversify and grow the economy.

Risk Framework

Risk:	If the trial does not deliver the anticipated community or cultural benefit, and if the Studio and Gallery are not consistently open during the trial period.		
Consequence Theme:	Reputational	Impact:	Minor
Consequence:	Low impact, limited to a small number of complaints or reduced visitation during the trial period.		
Likelihood Rating:	Possible	Risk Matrix:	Low (6)
Action Plan:	Risk is acceptable with adequate controls, managed via the fixed opening days/times in the Agreement.		

13773 Cr Bryan Hotham moved, Deputy President Peter Wood seconded

Voting Requirements:

Simple Majority required

Recommendation and Council Decision:

That Council:

1. **Adopt a twelve (12) month trial of the Artist in Residence program at the Pingelly Railway Station, in accordance with the template Artist in Residence Agreement;**
2. **Approve the engagement of Ms Dianne Mainwaring as the initial Artist in Residence for a six (6) month term;**
3. **Delegate the Chief Executive Officer to engage subsequent artists in residence for the remainder of the twelve (12) month trial period, on the same in-kind basis and using the same template Agreement.**
4. **Note that a report on the trial, including any recommendation on its continuation, will be presented to Council prior to the conclusion of the twelve (12) month period.**

Carried Unanimously 7 votes to 0

For:	President Jackie McBurney, Deputy Peter Wood, Cr Clinton Cheney, Cr Bryan Hotham, Cr Robert Howell, Cr Danielle Summers & Cr Angela Tretheway
Against:	Nil

SHIRE OF PINGELLY

Artist in Residence Agreement

Pingelly Railway Studio and Gallery
In-Kind Residency | Premises Partnership



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1. Parties

This Agreement is made on the date set out in the Variable Terms table, between:

- (a) Shire of Pingelly, of 17 Queen Street, Pingelly WA 6308 (the “Shire”); and
- (b) the artist named, with their ABN and address, in the Variable Terms table (the “Artist”),

together “the Parties”.

2. Background

- 2.1 The Shire operates a community arts facility within the Pingelly Railway Station precinct, known as the Pingelly Railway Studio and Gallery (the “Premises”), as part of its arts, culture and heritage program.
- 2.2 The Shire wishes to host an artist in residence to create and exhibit work at the Premises, engage with the local community, and help bring the Premises to life for visitors.
- 2.3 This is an in-kind residency. The Shire does not pay the Artist a stipend, wage or fee. The Artist operates under their own ABN as an independent artist and is not an employee, agent, partner or volunteer of the Shire. In exchange for the residency benefits described in clause 5, the Artist contributes to the Premises' day-to-day presence as described in clause 7.
- 2.4 This Agreement sets out the basis on which the residency and Premises partnership will operate.

3. Definitions

Consignor means an artist, other than the Artist, who displays or offers a work for sale at the Premises with the Artist's agreement.

Consigned Work(s) means a work belonging to a Consignor that is displayed or offered for sale at the Premises under clause 7.7.

Premises means the Pingelly Railway Studio and Gallery operated by the Shire at the Pingelly Railway Station, comprising the Studio Area, Gallery Area, foyer, toilet and platform area, as described in clause 4.

Premises Activities means the tasks described in clause 7, undertaken by the Artist as part of this in-kind, no-cash arrangement.

Residency means the period described in clause 6 during which the Artist occupies and uses the Premises under this Agreement.

Works means all artworks, craft items, and other creative output made or displayed by the Artist during the Residency.

4. The Premises

- 4.1 The Premises comprise the following areas at the Pingelly Railway Station:
 - Studio Area — used for the Artist's own creative practice, visible or accessible to visitors during open hours;
 - Gallery Area — used for rotating displays of the Artist's Works and works by other community artists;
 - Platform Area — the adjoining outdoor platform space, used for outdoor display or events;

- Foyer — the shared entry area for visitors;
 - A single toilet.
- 4.2 This description is fixed for the purposes of this template and does not need to be re-confirmed for each residency unless the physical space changes.

5. Residency Benefits Provided by the Shire

- 5.1 In consideration of the Artist's Premises Activities under clause 7, the Shire will provide the Artist with the following in-kind benefits:
- Use of the Studio Area within the Premises described in clause 4, for the Residency term;
 - Access to shared equipment and materials (e.g. easels, display fittings, basic tools) listed in Schedule 1, on a shared and "as available" basis;
 - Promotion of the Artist and the Residency through the Shire's community newsletter, website and social media channels;
 - Inclusion of the Artist's Works in displays at the Premises and, where applicable, Shire-run community events (e.g. Pingelly Christmas Village, Heritage Festival);
 - Any other in-kind items agreed between the Parties, such as reasonable utilities, signage, or opening event support.
- 5.2 The Shire does not provide accommodation, a stipend, materials for sale stock, financial assistance, insurance of the Artist's personal property, or superannuation under this Agreement unless expressly stated above.

6. Term

- 6.1 The Residency will commence and end on the dates set out in the Variable Terms table below (the "Term"), unless ended earlier under clause 13.
- 6.2 The Parties may agree in writing to extend or renew the Term. Any extension does not change the in-kind, no-employment nature of the arrangement.

7. The Artist's Role at the Premises

- 7.1 As a partner in bringing the Premises to life, the Artist contributes the following Premises Activities:
- Opening and closing the Premises to the public at the fixed days and times set out in the Variable Terms table;
 - Being present and visibly creating Works in the Studio Area during those same fixed days and times, so visitors can see the Premises and the Artist's practice at their best;
 - Basic curation and rotation of displayed works, including the Artist's own Works and works on loan from other community artists;
 - Welcoming and engaging with visitors, and sharing information about the Premises, the Artist's practice, and the Shire's arts program;
 - Keeping the Premises clean, tidy and presentable during opening hours;
 - Securing the premises at close (locking up and safe handling of the key issued under clause 9);
 - Referring any visitor sales enquiries to the relevant artist, noting sales are handled outside this Agreement under clause 10.3;

- Reporting any maintenance issues, incidents, or security concerns to the Shire's Community Development Officer as soon as practicable.
- 7.2 The fixed days and times at clause 7.1 give both the Shire and the Artist certainty — visitors know when the Premises will be open and when the Artist will be working, and the Artist can plan their creative practice around them.
 - 7.3 The Artist may seek the Shire's assistance or a temporary adjustment to these arrangements in the event of illness, personal circumstances, or exhibition demands, by giving reasonable notice to the Shire.
 - 7.4 The Artist is responsible for maintaining a record of any works by other artists displayed or consigned for sale in the Gallery Area, including each Consignor's name, contact details, the Consigned Work(s) displayed, and any agreed price or commission arrangement.
 - 7.5 Unless the Artist and a Consignor agree otherwise in writing, the standard commission retained by the Artist on the sale of a Consigned Work is 10% of the sale price.
 - 7.6 Where a Consigned Work is sold, the buyer pays the Artist, who must remit the sale proceeds owing to the Consignor (less any agreed commission) to that Consignor within 14 business days of the sale.
 - 7.7 Before displaying or accepting a Consigned Work from a Consignor, the Artist must agree basic consignment terms with that Consignor, including at minimum the commission rate, payment timing, and responsibility for loss of or damage to the Consigned Work while it is at the Premises.
 - 7.8 The Artist must keep the register at Schedule 3 up to date at all times and make it available to the Shire on request, including for the purposes of any inspection under clause 9.4.

8. Status of This Arrangement

- 8.1 This Agreement does not create an employment relationship, partnership, joint venture, agency, or volunteering arrangement between the Parties. The Artist operates under their own ABN as an independent artist and is not an employee or volunteer of the Shire for any purpose, including for taxation, superannuation, workers' compensation, or long service leave.
- 8.2 The Artist must comply with all reasonable safety directions and must immediately report any injury, incident, near miss or hazard occurring at the Premises.
- 8.3 This Agreement is a licence for the Artist to occupy and use the Premises, in exchange for the Premises Activities at clause 7. The Artist is not covered by, or entitled to rely on, the Shire's volunteer insurance schemes. The Artist's own insurance under clause 12.2 is what covers the Artist while carrying out Premises Activities and their own art practice.
- 8.4 The Artist remains free to pursue their own art practice, sell their own Works, and engage in other paid or unpaid work outside the Premises Activities and Residency benefits described in this Agreement.

9. Facilities, Keys and Access

- 9.1 The Shire will provide the Artist with one (1) key to the Premises. The Artist must not copy or share this key without the Shire's written consent, and must report a lost key to the Shire immediately.
- 9.2 A condition report of the Studio Area and Gallery Area, and any equipment provided, will be completed jointly by the Parties at the start and end of the Term.

- 9.3 The Artist must take reasonable care of the Premises, fixtures, and any equipment provided. The Artist must not affix, drill, nail, paint, attach signage to, or otherwise modify any heritage fabric of the building without written approval. As the Premises is heritage-listed, any requested alterations must also have regard to applicable heritage conservation requirements.
- 9.4 The Artist must not store hazardous substances or undertake activities involving heat, flame, welding, kilns, chemical processes or potentially dangerous equipment without prior written approval from the Shire events.
- 9.5 The Shire reserves the right to enter and access the Premises at any time and for any purpose, including but not limited to inspection of the Premises and its condition, maintenance, repair or works to the building or grounds, compliance inspections or audits, emergency response, or any other purpose the Shire considers necessary in its capacity as owner of the Premises.
- 9.6 The Shire will make best efforts to inform the Artist of any works occurring at the Premises.
- 9.7 On expiry or earlier termination of this Agreement, the Artist must vacate the Premises, remove personal property and unsold Works within 14 business days, and return the key to the Shire.
- 9.8 On expiry or earlier termination of this Agreement, the Artist must, in respect of any Consigned Works then displayed in the Gallery Area, either transfer those Consigned Works to the incoming Artist in Residence, together with the records maintained under clause 7.4, or return them to the Consignor.

10. Intellectual Property and the Artist's Works

- 10.1 The Artist retains all intellectual property rights, including copyright and moral rights, in all Works they create during the Residency, unless otherwise agreed in writing.
- 10.2 The Artist grants the Shire a non-exclusive, royalty-free licence to photograph, reproduce and publish images of the Works for non-commercial promotional purposes, including the Shire's website, social media, newsletters and event promotion, with reasonable attribution to the Artist.
- 10.3 All sales of Works or Consigned Works displayed at the Premises are handled entirely outside this Agreement, whether by the Artist or by a Consignor. The Artist is responsible for all taxation, GST, ABN obligations and financial record keeping relating to the sale of works. The Shire is not a party to any sale, does not process payments, and does not take any commission. Pricing, payment and delivery of a sold Work or Consigned Work are matters for the Artist or Consignor and the buyer to arrange directly.
- 10.4 The Artist must maintain records of all sales and provide them to the Shire upon request. Any dispute between the Artist and a Consignor is solely between those parties.
- 10.5 Works are displayed entirely at the Artist's and Consignor's risk. The Shire is not responsible for loss, theft or damage except to the extent caused by the Shire's negligence.

11. Conduct and Community Standards

- 11.1 The Artist agrees to act courteously towards visitors to the Premises, Shire staff, and other volunteers, and to comply with the Shire's reasonable directions regarding public conduct, work health and safety, and use of Shire facilities.

- 11.2 The Artist must comply with all applicable laws and the Shire's relevant policies while performing Premises Activities, including the Shire's Code of Conduct and Work Health and Safety policy, copies of which will be provided to the Artist.
- 11.3 The Artist must keep all emergency exits at the Premises clear and unobstructed at all times, ensure exit signage remains visible, and ensure the Shire's emergency procedures are displayed and understood while the Artist is present at the Premises.
- 11.4 No offensive or inappropriate material may be displayed at the Premises.

12. Insurance and Liability

- 12.1 The Shire maintains public liability insurance covering the Premises and the Shire's own conduct as owner/occupier of the building. This does not extend to the Artist's own acts or omissions, as the Artist is not an employee or volunteer of the Shire (clause 8.1).
- 12.2 The Artist must hold and maintain their own public liability insurance, for a minimum of twenty million dollars (\$20,000,000.00), covering all activities carried out under this Agreement.
- 12.3 The Artist must provide the Shire with a current Certificate of Currency prior to accessing the Premises and upon each renewal of the policy.
- 12.4 Each Party is responsible for their own property and must take reasonable care to avoid causing loss or damage to the other Party or to third parties.
- 12.5 To the extent permitted by law, neither Party is liable to the other for indirect or consequential loss arising from this Agreement.

13. Termination

- 13.1 Either Party may end this Agreement by giving 30 days' written notice to the other.
- 13.2 The Shire may end this Agreement immediately, by written notice, if the Artist:
- breaches this Agreement and fails to remedy the breach within 14 days of being asked to do so;
 - engages in conduct that endangers the safety of visitors, staff or volunteers, or seriously damages the Premises or its reputation;
 - fails, without reasonable excuse, to be present for the fixed days/times at clause 7.1 for a continuous period of 2 weeks;
 - fails to provide or maintain the public liability insurance required under clause 12.2.
- 13.3 On termination or expiry, clauses 7.6 (remittance of sale proceeds), 9.6 (vacating the Premises), 9.7 (transfer or return of consigned works), 10 (IP and Works) and 12 (insurance and liability) continue to apply.

14. General

- 14.1 This Agreement may only be varied by written agreement signed by both Parties.
- 14.2 The Parties will first try to resolve any dispute by discussion between the Artist and the Shire's Community Development Officer, and if unresolved, by the Chief Executive Officer.
- 14.3 This Agreement is governed by the laws of Western Australia.
- 14.4 This Agreement records the entire understanding between the Parties about its subject matter and replaces all prior discussions or arrangements.

15. Variable Terms

Date of Agreement:	[DATE]
Artist full name:	[ARTIST FULL NAME]
Artist ABN:	[ARTIST ABN]
Artist address:	[ADDRESS]
Residency start date:	[START DATE]
Residency end date / Term length:	[END DATE / NUMBER weeks or months]
Fixed Premises open / Artist working days & times (cl. 7.1):	[e.g. Thursday–Sunday, 10am–2pm]
Shared equipment/materials provided (Schedule 1):	[reference — see Schedule 1]

16. Execution

Signed for and on behalf of the Shire of Pingelly:

Signature: _____

Date: _____

Name: _____

Position: Chief Executive Officer

Signed by the Artist:

Signature: _____

Date: _____

Name: the artist named in the Variable Terms table

Schedule 1 — Equipment and Materials Provided

- [Item 1]
- [Item 2]
- [Item 3]

Schedule 2 — Condition Report

Condition of the Studio Area, Gallery Area, Foyer, toilet and Platform Area, and any equipment, at commencement (attach photos if possible):

[insert]

Condition at end of Term:

[insert]

Schedule 3 — Inventory

Register of works by other artists displayed or consigned for sale in the Gallery Area (maintained under clause 7.4), and their transfer or return at the end of the Term (clause 9.7):

Item Description	Date Consigned	Original Artist		Price	Sold / Returned Date
		Name	Contact Details		

14.2. Proposed Lease of Shire Building – RSL Hall, 23 Parade Street, Pingelly

File Reference:	ADM0035
Location:	Shire of Pingelly
Applicant:	Pingelly RSL Sub-Branch
Author:	Chief Executive Officer
Disclosure of Interest:	Nil
Attachments:	Public Notice
	Submission from Ms Madeleine Smith

Summary:

For Council to consider the proposed lease of the RSL Hall, 23 Parade Street, Pingelly WA 6308, to the Pingelly RSL Sub-Branch.

Background:

The Shire owns the RSL Hall, 23 Parade Street, Pingelly, which has a historic association with the Pingelly RSL Sub-Branch. The Shire gave local public notice under section 3.58 of the Local Government Act 1995 of its intention to lease the building to the Pingelly RSL Sub-Branch for a period of 5 years with a 5-year option, at a peppercorn rental of \$1.00 per annum plus utilities. The notice invited submissions by 4:30pm Wednesday 12 August 2026.

The property is a single-storey building on Shire-owned land, comprising a single-storey dwelling with associated amenities. The proposed lease is to the Pingelly RSL Sub-Branch for the purpose of the Sub-Branch's operations and activities.



Comment:

One submission was received during the public notice period, from Ms Madeleine Smith. Ms Smith proposed an alternative use of the building as an Aboriginal History and Artefacts Museum and a space for teaching Noongar language to the community. Ms Smith's proposal was not made in response to, or in competition for, the advertised lease.

The RSL Hall has a long association with the Pingelly RSL Sub-Branch and continues to provide an important venue for commemorative and community activities supporting Pingelly's ex-service community. On this basis, it is recommended that Council proceed with the lease to the Pingelly RSL Sub-Branch as advertised.

Ms Smith's proposal has merit and reflects a genuine community and cultural benefit. As it does not relate to this building, a separate investigation of Ms Smith's proposal can be conducted by Officers, to consider whether an alternative Shire or other facility, may be available to support it. This would not affect the RSL Hall lease process being considered in this report.

Leasing Shire-owned community buildings to established community and ex-service organisations for a peppercorn rental is consistent with the Shire's past practice of supporting local community groups that provide broad community benefit at low ongoing cost to the Shire.

Under the proposed lease, the Pingelly RSL Sub-Branch will be responsible, at its own cost, for the ongoing upkeep and any improvements or fit-out of the building required for its use, in accordance with the standard lease terms. There is also potential for the Pingelly RSL Sub-Branch to sublease part of the building to other complementary community or ex-service groups, similar to arrangements the Shire has supported in other Shire-owned buildings, subject to the Shire's consent in accordance with the standard lease terms.

Consultation:

This proposal was advertised via the Shire website, Pingelly Times, Facebook page and noticeboard for more than 14 days. This constitutes 'local public notice' under the *Local Government Act 1995*, and one submission was received, from Ms Madeleine Smith, as outlined above.

Statutory Environment:

Leases are considered to be the disposal of property under the *Local Government Act 1995*.

Local Government Act 1995, Section 3.58 Disposing of property

- (3) *A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —*
- (a) it gives local public notice of the proposed disposition —*
 - (i) describing the property concerned; and*
 - (ii) giving details of the proposed disposition; and*
 - (iii) inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given; and*
 - (b) it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.*

Policy Implications:

This lease is consistent with Council Policy 7.6 – Property Leased to Community Groups, which provides that the Shire may lease and licence land and buildings to local community groups at its discretion, on a cost neutral basis to the Shire.

Financial Implications:

The proposed peppercorn rental of \$1.00 per annum plus utilities represents a minimal direct financial return to the Shire. This is consistent with the Shire's approach to leasing community buildings to community organisations.

The RSL will be responsible for utility costs associated with its use of the building, as well as the cost of any upkeep, improvements or fit-out of the building. It is anticipated that the RSL will access grant funding for the improvement of the building at no cost to the Shire.

Strategic Implications:

Outcome 1. Pingelly is an acclaimed hub of creativity, culture and heritage in the Wheatbelt.
Objective 1.3. Preserve and showcase our rich local history and heritage.

Risk Implications:

Risk:	There is a minor risk that approving the RSL Hall lease without visibly progressing Ms Smith's proposal may be perceived by the community as the Shire not giving due weight to a genuine Aboriginal cultural and heritage initiative.		
Consequence Theme:	Reputational	Impact:	Moderate
Consequence:	Minor public criticism, low news profile, manageable through direct follow-up with Ms Smith regarding alternative options.		
Likelihood Rating:	Unlikely	Risk Matrix:	Low (4)
Action Plan:	Officers to make direct contact with Ms Smith following the Council decision to discuss alternative options for her proposal.		

13774 Cr Bryan Hotham moved, Cr Robert Howell seconded

Voting Requirements:

Simple Majority required

Recommendation and Council Decision:

That Council:

- (1) Approves a 5-year lease with a 5-year option of the RSL Hall, 23 Parade Street, Pingelly WA 6308 to the Pingelly RSL Sub-Branch for the purpose of the Sub-Branch's operations and activities, for the cost of \$1.00 per annum plus utilities, in general accordance with the standard lease; and
- (2) Permits the Chief Executive Officer and Shire President to affix the Common Seal to the above-mentioned lease.

Carried Unanimously 7 votes to 0

For:	President Jackie McBurney, Deputy Peter Wood, Cr Clinton Cheney, Cr Bryan Hotham, Cr Robert Howell, Cr Danielle Summers & Cr Angela Tretheway
Against:	Nil



Local Government Act 1995

**PROPOSED LEASE OF SHIRE BUILDING – RSL HALL, (141) 23 PARADE STREET
PINGELLY WA 6308**

The Shire of Pingelly hereby gives notice, in accordance with Section 3.58 of the *Local Government Act 1995*, of its intention to lease the RSL Building, located at 23 Parade Street, Pingelly WA 6308, to the Pingelly RSL Sub-Branch for a period of 5 years with an option to extend for a further 5 years.

The property is a single-storey building located on Shire-owned land and is to be leased for the purpose of the Pingelly RSL Sub-Branch's operations and activities. The building comprises a single-storey dwelling with associated amenities.

The proposed lease amount is \$1.00 per annum plus utilities.

Members of the public are invited to submit their comments regarding the proposed lease. Submissions must be addressed to the Chief Executive Officer and sent to the address below or emailed to admin@pingelly.wa.gov.au. All submissions must be received by the Shire Administration Office no later than 4:30 pm on Wednesday 12 August 2026.

A handwritten signature in black ink, appearing to be "Andrew Dover".

Andrew Dover
Chief Executive Officer
Shire of Pingelly
17 Queen Street
Pingelly WA 6308

Attention: Chief Executive Officer

I am writing in regards to the Pingelly RSL Sub-Branch that has been advertised with lease for 5 years for the proposed amount of \$1.00 per annum plus utilities.

My name is Madeleine Smith and I am a proud Noongar women from the Southwest. I am currently living in Pingelly with my partner and 2 children. I am very passionate about my culture and love teaching it to others, I am a Noongar Language Teacher at Brookton District High School and I am also the Noongar Support Coordinator for the Wheatbelt.

I would love to be consider for this opportunity as I would love to open up a Aboriginal History and Artefacts Museum as well as a space for Noongar Language to be taught to the community if interested.

This would be a great opportunity for myself as well as the community as Pingelly background being an aboriginal community and still having high numbers living in town. Also as a tourist attraction when people are passing through on their travels.

I would love to sit down and have more of a deeper conversation with you in regards to this opportunity and what else it in details.

Thank you for taking the time to read through my application and look forward to hearing from you.

Kind regards,

Madeleine Smith

14.3. Renewal of Memorandum of Understanding – Community Emergency Services Manager (CESM) – Shires of Brookton, Corrigin and Pingelly

File Reference:	ADM0637
Location:	Not Applicable
Applicant:	Not Applicable
Author:	Chief Executive Officer
Disclosure of Interest:	Nil
Attachments:	Memorandum of Understanding – CESM – Shires of Brookton, Corrigin and Pingelly (2026)
Previous Reference:	OCM 19 August 2020 (confirming SCM 23 July 2020, Item 7.1, Resolution 12877)

Summary

Council is requested to endorse the renewal of the Memorandum of Understanding (MOU) between the Department of Fire and Emergency Services (DFES) and the Shires of Brookton, Corrigin and Pingelly for the continued joint employment of a Community Emergency Services Manager (CESM), and to authorise the Chief Executive Officer to execute the MOU on the Shire's behalf.

Background

At the Special Council Meeting held 23 July 2020, Council resolved the following:

That Council approve an allocation of up to \$26,250 for a Community Emergency Services Manager, for each of the 2020/21, 2021/22 and 2022/23 financial years, with the contribution for Year 1 to be assigned from the discretionary project's allocation in the 2020/21 Budget.

The original MOU established the Shire of Brookton as the host/employing Shire, with DFES, Corrigin and Pingelly contributing funding and support.

The initial three-year term of that arrangement has since concluded. DFES and the Shires of Brookton, Corrigin and Pingelly have negotiated a renewed MOU to continue the partnership for a further three-year term, reflecting updated employment on-costs, vehicle and operational costs, and the current DFES/Local Government cost-sharing ratio.

Comment

The renewed MOU (Attachment) retains the same overall structure as the original 2020 arrangement:

- The Shire of Brookton remains the employing Shire, responsible for the CESM's employment contract, payroll and day-to-day HR matters under the Local Government Officers' Award 2021.
- The CESM operates under the joint supervision of the DFES District Officer Narrogin and the Shire of Brookton Chief Executive Officer.
- The CESM is appointed as a Bush Fire Control Officer under section 38 of the Bush Fires Act 1954 in each participating Shire.
- The MOU is expressed to be non-binding – it is a framework for cooperation rather than a legally enforceable contract – consistent with the original 2020 arrangement.

The key change from the original arrangement is the cost-sharing ratio. Funding is now based on the combined rates assessment revenue of the three Shires, which places the arrangement in the \$3,000,001–\$10,000,000 tier under the MOU's funding table, resulting in DFES contributing 60% of costs and the Shires contributing the remaining 40%, split equally three ways between Brookton, Corrigin and Pingelly.

The MOU also updates the CESM vehicle specification and disposal requirements (Attachment 2 to the MOU) and reaffirms the dispute resolution and termination provisions (three months' written notice by any party, or termination by mutual agreement).

Consultation

The CEOs of the Shires of Brookton, Corrigin and Pingelly and DFES's Upper Great Southern region have negotiated the terms of the renewed MOU. No further external consultation is required, as the

MOU is an internal partnership agreement between the Shires and DFES rather than a matter requiring public notice.

Statutory Environment

Bush Fires Act 1954 (WA) – section 38, appointment of the CESM as a Bush Fire Control Officer.
Emergency Management Act 2005 (WA) – recovery management arrangements referenced in the MOU.

Local Government Officers' Award 2021 – conditions of employment for the CESM.

As the MOU is a non-binding partnership framework rather than a contract for the supply of goods or services, no separate tender or procurement process applies.

Policy Implications

The renewal of this MOU is consistent with the Shire's Corporate Business Plan action to support the joint employment of a Community Emergency Services Manager.

Financial Implications

The total annual cost of the CESM arrangement under the renewed MOU is \$186,743 (excluding GST), comprising employment costs (salary, on-costs, allowances) and operational costs (ICT, mobile phone, vehicle, uniforms/PPE, training and incident deployment).

Of this, DFES will contribute 60% (\$118,783 per annum), with the Shires contributing the remaining 40% (\$67,960 per annum). Split equally three ways between the Shires of Brookton, Corrigin and Pingelly, the Shire of Pingelly's contribution is approximately \$22,653 per annum, or approximately \$67,960 over the three-year term of the MOU, funded through the Shire's annual operating budget and invoiced quarterly in accordance with Attachment 1 of the MOU.

Strategic Implications

Outcome 1. Pingelly is an acclaimed hub of creativity, culture and heritage in the Wheatbelt.
Objective 1.1. Grow community and visitor involvement in art, crafts and community events.
Objective 1.3. Preserve and showcase our rich local history and heritage.

Risk Implications

Risk:	If the MOU is not renewed, CESM services will cease, reducing the Shire's capacity to resource bushfire preparedness, prevention and response activities.		
Consequence Theme:	Property, Environment	Impact:	Moderate
Consequence:	Localised damage requiring external resources to rectify. Contained reversible impact managed by external agencies.		
Likelihood Rating:	Possible	Risk Matrix:	Medium (9)
Action Plan:	Risk is acceptable with adequate controls, managed by routine procedures and subject to semi-annual monitoring.		

13775 Cr Robert Howell moved, Deputy President Peter Wood seconded

Voting Requirements:

Simple Majority required

Council Decision:

That Council:

- 1. Endorses the renewal of the Memorandum of Understanding for the provision of a Local Government Employed Community Emergency Services Manager (CESM) between the Department of Fire and Emergency Services and the Shires of Brookton, Corrigin and Pingelly, for a further three-year term; and**
- 2. Authorises the Chief Executive Officer to execute the Memorandum of Understanding on behalf of the Shire of Pingelly.**
- 3. Approve an allocation of up to \$24,000 per annum for each year, for the three-year term of the MOU.**

Carried Unanimously 7 votes to 0

For:

President Jackie McBurney, Deputy Peter Wood, Cr Clinton Cheney,
Cr Bryan Hotham, Cr Robert Howell, Cr Danielle Summers & Cr Angela Tretheway

Against:

Nil

MEMORANDUM OF UNDERSTANDING

(Non-Binding)

BETWEEN

Department of Fire and Emergency Services

ABN: 39 563 851 304
20 Stockton Bend Cockburn
Central WA 6164

AND

Shire of Brookton

ABN 74 164 408 055
14 White Street
Brookton WA 6306

AND

Shire of Corrigin

ABN 99 880 773 647
9 Lynch Street
Corrigin WA 6375

AND

Shire of Pingelly

ABN 30 389 182 782
17 Queen Street
Pingelly WA 6308

FOR

The Provision of a Local Government Employed Community Emergency Services Manager (CESM)

DFES File Reference	D17844
Shire File Reference	Shire of Brookton, Shire of Corrigin and Shire of Pingelly

1. DEFINITIONS

AIIMS	<i>Australasian Inter-Service Incident Management System, a framework used to support the management of emergency incidents.</i>
Availability Allowance	A payment fully funded by DFES for a CESM to remain contactable, but not necessarily immediately available, outside the employee's normal hours of duty to be available for recall to duty for incident related matters by DFES RDC / MOC.
BF Act	<i>Bush Fires Act 1954 (WA)</i>
BFCO	Bush Fire Control Officer
CESM	Community Emergency Services Manager
ComCen	DFES Communications (000 call) Centre
DFES	Department of Fire and Emergency Services
DFES MOC	DFES Metropolitan Operations Centre
DFES MDC	DFES Metro Duty Coordinator
DFES RDC	DFES Regional Duty Coordinator
Emergency Management	The provision of Prevention, Preparedness, Response and Recovery functions in order to provide a comprehensive approach to emergency services within the Shires.
LG Award	<i>Local Government Officers' Award 2021</i>
LGGS	Local Government Grants Scheme
MOU	Memorandum of Understanding
On call Allowance	A payment fully funded by DFES for the CESM to be immediately contactable outside the employee's normal hours of duty in case of a call out requiring an immediate return to duty by DFES RDC.
Party/Parties	DFES and the Shires of Brookton, Corrigin and Pingelly
SAP	Standard Administrative Procedure
Shires	The Shires of Brookton, Corrigin and Pingelly
WAFS EBA	<i>Western Australian Fire Service Enterprise Bargaining Agreement 2023 (as amended)</i>

2. BACKGROUND AND PURPOSE

2.1 The Parties commit to a collaborative approach in the delivery of fire and emergency management functions to the Shires, ensuring alignment with DFES best practice, relevant legislation *and the principles of prevention, preparedness, response and recovery (PPRR)*.

2.2 This MOU:

- sets out the respective roles and responsibilities of the Parties in relation to the employment and management of a CESM for the Shires.
- outlines the commitments and undertakings of the Parties to support the CESM role and achieve effective outcomes for the community.
- is not intended to create legally binding or enforceable obligations between the Parties; it is instead intended as a framework for cooperation and shared understanding between the Parties.

3. MOU OBJECTIVES

3.1 To establish specific responsibilities of the Parties with respect to the delivery of emergency services within the Shires, in particular to:

- deliver coordinated prevention programs to reduce the incidence and impact of emergencies, thereby improving the level of safety and resilience in the community.
- operate to a consistent set of protocols, procedures and equipment standards.
- provide efficient systems of communication between DFES, the Shires and partner agencies to improve service delivery outcomes.
- promote and support volunteer arrangements that combine the spirit of volunteerism to attract, strengthen and retain members.
- provide and/or coordinate the level of training required to ensure volunteers and staff are competent and capable to respond to the risk level and complexity of emergencies to which they may be required to respond to.
- develop and maintain a partnership that will see a best practice approach to emergency service delivery implemented between the Shires and DFES.
- enhance local community ownership of fire prevention and preparedness programs and activities.

4. ACKNOWLEDGMENTS AND UNDERTAKINGS BY DFES

4.1 DFES will deliver the following services:

- **Prevention:** The development and provision of community safety programs and services, to the Shires' staff and emergency service volunteers as required and mutually agreed. Programs and services include (but are not limited to) Bushfire Ready, Education programs such as Home Fire safety school visits, Firewise Gardening, Burn SMART, Storm Safety and Flood, and earthquake hazard awareness.

- **Preparedness:** DFES will support the training and development of volunteers and staff in partnership with the DFES volunteer training network. Training will be aligned to the evolving risk environment faced by the emergency services and available resources, ensuring personnel are competent and capable to perform their roles safely and effectively. Access will also be provided to specialist and advanced courses that support progression into increased roles and responsibilities.
- **Response:** DFES will assist with the day-to-day incidents through the ComCen and DFES regional office. When requested by the Shires and agreed by DFES, management, coordination, support and operational leadership will be provided at fire and emergency incidents in accordance with the AIIMS and relevant State Hazard Plans.
- **Recovery:** DFES will provide strategic advice and support to the Shires in the development and implementation of recovery management arrangement, in line with *Emergency Management Act 2005* and the *State Emergency Management Policy and Procedures*. DFES will assist the Shires to build local capability and resilience by sharing expertise, lessons learned and resources as appropriate.
- **Management and Administration:** DFES will provide day-to-day and strategic management support to the Shires, including the setting and maintenance of vehicle and equipment standards, guidance on LGGS budgeting and compliance, standards of operation, assistance with the coordination of rosters, brigade training maintenance and records, community liaison and facilitation of administrative processes such as incident reporting, activity statements and other required returns.

4.2 DFES will provide strategic advice and access to programs and/or services in order to support services delivered by the Shires.

5. ACKNOWLEDGMENTS AND UNDERTAKINGS BY THE SHIRES

5.1 The Shires will deliver the following services:

- **Prevention:** The Shires will administer and enforce the appropriate fire prevention provisions of the BF Act while also promoting and participating in community safety programs in consultation with DFES.
- **Preparedness:** The Shires will, through their staff, infrastructure and resources, support the emergency services preparedness programs developed and implemented by DFES. The Shires will also ensure that their bush fire brigade volunteers are trained to the appropriate competency levels.
- **Response:** The Shires will respond to day-to-day incidents through the turnout of their Bush Fire Brigades and provide support to DFES controlled incidents, including access to volunteers, appliances and other resources when requested by the Incident Controller.
- **Recovery:** The Shires will undertake recovery activities in accordance with its responsibilities under the *Emergency Management Act 2005*.

- **Management and Administration:** The Shires will provide leadership and support to the development and management of their community emergency management arrangements, including giving the CESM appropriate access to the Shires' systems, resources and financial processes as agreed between the parties.

- 5.2 The Shires will appoint the CESM as a BFCO in accordance with section 38 of the BF Act.
- 5.3 The Shires will develop and maintain their emergency services operating and capital budget, to ensure sufficient funds are requested through the LGGS funding process to maintain emergency services buildings, appliances and associated infrastructure.
- 5.4 The Shires will ensure appropriate allocation of funds in their annual budget to meet the costs of the CESM arrangement, as outlined in [Attachment 1](#).
- 5.5 The Shires will apply to the Department of Transport and Major Infrastructure for designation of the CESM vehicle as an Emergency Vehicle Status (EVS)¹ and shall be responsible for ensuring full and continuing compliance with all statutory and regulatory requirements associated with such designation.
- 5.6 The Shires may amend any applicable local laws to reflect the arrangements set out in this MOU.
- 5.7 The Shires will continue to support the CESM role through the provision of administrative support at each Shire to build local capacity and manage CESM workload.

6. CONDITIONS OF EMPLOYMENT

- 6.1 The CESM will be employed under the terms and conditions of the LG Award and in accordance with the Shire of Brookton's employment contract and Job Description Form. Any special allowances applicable to the role will be paid in accordance with this MOU.
- 6.2 The CESM's hours of duty will be outlined in their employment contract. The CESM is expected to manage their own time and will be required to work some weekends and nights, as necessary to fulfill the functions of the role.
- 6.3 The CESM will operate under the joint supervision of the DFES District Officer Narrogin and the Shire of Brookton CEO. Any disputes or inconsistencies between the two parties will be managed in accordance with the dispute resolution procedure outlined in clause 11 of this MOU.
- 6.4 The CESM's uniform will be consistent with DFES SAP1.03.D – Dress Standards, including the DFES arm patch and the appropriate epaulettes representative of a Local Government-employed CESM.
- 6.5 Overtime for attendance at DFES controlled operational incidents and for other authorised DFES matters will be approved by the DFES RDC and reimbursed to the Shires upon invoicing. Overtime for authorised attendance at Shire-controlled

¹ Form E178A: <https://www.transport.wa.gov.au/licensing/licensing-resources/licensing-forms>

operational incidents and for any other authorised Shire matters will be approved by the relevant Shire CEO and paid by the relevant Shire. All overtime will be paid in accordance with the Local Government Officers' Award 2021. Where the CESM looks after multiple local government areas, the Shires that authorises the attendance warranting overtime will pay the overtime in full.

- 6.6 Availability allowance will be fully funded by DFES at Station Officer L2 classification (as per the WAFS EBA).
- 6.7 On call allowance, where authorised by the DFES RDC / MOC, will be fully funded by DFES. On call allowance will be paid at the Station Officer L2 classification (as per the WAFS EBA).
- 6.8 Any performance-based issue or grievance will be managed under the Shire of Brookton's internal policies. At least a joint DFES/Shires bi-annual performance review will be completed. CESM professional development will be consistent with the DFES CESM Pathway and associated training programs.
- 6.9 The vehicle provided for CESM use will be by agreement between the Shires and DFES, within specifications of [Attachment 2](#).
- 6.10 The CESM will have commuting use, home garaging rights and private use within the DFES Upper Great Southern Region while on call. Vehicle access will not be permitted during periods of leave.
- 6.11 Any vehicle configurations above the specifications outlined in [Attachment 2](#) will be funded by the Shires.
- 6.12 The vehicle is to be replaced on or before its 5-year anniversary, to ensure modern safety standards are being met, preserve mechanical reliability, and retained value.
- 6.13 The CESM will undertake operational duties as required, including supporting the DFES RDC / MOC and being placed on the DFES State Duty Roster.

7. FINANCIAL PROVISIONS²

- 7.1 The costs associated with this CESM arrangement will be shared between DFES and the Shires, with DFES contributing 60% and the Shires contributing 40%, unless otherwise specified in [Attachment 1: Indicative CESM Cost Sharing Arrangement between DFES and the Shires of Brookton, Corrigin and Pingelly](#).
- 7.2 The CESM arrangement funded by DFES and the Shires is based on the local government rates assessment revenue at the time of MOU development or renewal:

LG RATES ASSESSMENT \$	DFES	LOCAL GOVERNMENT	ESL CATEGORIES
0 – 3,000,000	70%	30%	4 & 5
3,000,001 – 10,000,000	60%	40%	4 & 5
10,000,001 – upwards	50%	50%	3, 4 & 5

Note: Where a CESM arrangement involves multiple local governments, the combined rate assessment value is to be utilised to determine funding ratio

² Note: all cost sharing amounts within this MOU are exclusive of GST

8. HUMAN RESOURCE ARRANGEMENTS

- 8.1 The selection process for the CESM position will be led by the Shire of Brookton, with DFES and the Shires of Corrigin and Pingelly providing support and participation in recruitment and selection process.
- 8.2 The CESM will operate under a jointly agreed three-year business plan, developed by the Parties, and will be reviewed annually to ensure priorities remain current and achievable.
- 8.3 The Shires will each provide office facilities, equipment and administrative support for the CESM at each location to enable them to perform their duties effectively.
- 8.4 The CESM will be released through discussion with the Shires to act in DFES operational positions when successful through expression of interest, or as required, to develop additional skills and experience. Release duration should not exceed eight weeks per annum unless otherwise agreed.

9. REPORTING

- 9.1 The Shires' CEOs and the DFES Superintendent Upper Great Southern will jointly set the targets, outcomes and performance measures to be achieved through the CESM business plan.
- 9.2 The CESM is required to complete the reporting tool in the business plan on a bi-annual basis to record progress against the agreed targets and outcomes.
- 9.3 The DFES District Officer Narrogin and the Shire of Brookton CEO will meet with the CESM every quarter to review and discuss the completed reporting tool, provide guidance and ensure that all outcomes and targets in the business plan are being achieved.

10. DURATION AND AMENDMENTS

- 10.1 This MOU will commence on the date of the last signature at clause 15 and will remain in effect for three years with an option to extend for a further three years by mutual agreement of all parties.
- 10.2 This MOU may only be amended, varied or modified by written agreement between the parties.

11. DISPUTE RESOLUTION

- 11.1 The parties will make every reasonable effort to resolve any dispute arising under this MOU locally, through direct discussion, conference and negotiation, as quickly as practicable.
- 11.2 Where a dispute notice is issued by either party, the parties will confer and negotiate within 7 days of receiving the notice, with the aim of reaching a timely resolution.
- 11.3 If the matter cannot be resolved by negotiation then the matter of dispute will be conferred, deliberated and resolved by the FES Commissioner (or a nominated delegate) and the Shires CEOs (or a nominated delegate).

12. TERMINATION

12.1 This MOU may be terminated by:

- a) mutual agreement of all parties in writing at any time; or
- b) any party providing three months' written notice to the other parties.

13. NOTICES

13.1 Notices or other communications by each party to each other and under this MOU must, unless otherwise notified in writing, be addressed and forwarded as follows:

DFES
FES Commissioner Department of Fire and Emergency Services PO Box P1174 PERTH WA 6844 Email: DFES@dfes.wa.gov.au
Shire of Brookton
Chief Executive Officer Shire of Brookton PO Box 42 BROOKTON WA 6306 Email: mail@brookton.wa.gov.au
Shire of Corrigin
Chief Executive Officer Shire of Corrigin PO Box 221 CORRIGIN WA 6375 Email: Shire@corrigin.wa.gov.au
Shire of Pingelly
Chief Executive Officer Shire of Pingelly 17 Queen Street PINGELLY WA 6308 Email: admin@pingelly.wa.gov.au

14. ASCENDANCY OF LEGISLATION

14.1 The parties acknowledge that all relevant legislation applicable in Western Australia, including subsidiary legislation, will prevail over this MOU to the extent of any inconsistency.

15. SIGNATORIES

SIGNED for and on behalf of the **Department of Fire and Emergency Services**
by:

DARREN KLEMM AFSM
COMMISSIONER

DATE: / / 2026

SIGNED for and on behalf of **Shire of Brookton** by:

GARY SHERRY
CHIEF EXECUTIVE OFFICER

DATE: / / 2026

SIGNED for and on behalf of **Shire of Corrigin** by:

NATALIE MANTON
CHIEF EXECUTIVE OFFICER

DATE: / / 2026

SIGNED for and on behalf of **Shire of Pingelly** by:

ANDREW DOVER
CHIEF EXECUTIVE OFFICER

DATE: / / 2026

INDICATIVE CESM COST SHARING BETWEEN DFES AND THE SHIRES OF BROOKTON, CORRIGIN AND PINGELLY AS AT August 2026

ITEM	DESCRIPTION	TOTAL COSTS	DFES	60%	LOCAL GOVERNMENT	40%	RECOUP	FREQUENCY	COMMENTS
EMPLOYMENT COSTS									
Salary	<i>As negotiated with LG based on LG award/EBA</i>	\$97,000	\$58,200	60%	\$38,800	40%	DFES to pay on invoice from Shires	Quarterly	DFES and LG share costs based on agreed ratio. If salary exceeds base Award/EBA, excess costs are LG responsibility.
On Costs (30%)	<i>Workers Compensation, Superannuation and Annual and Long Service Leave accruals</i>	\$29,100	\$17,460	60%	\$11,640	40%	DFES to pay on invoice from Shires	Quarterly	Based on actual LG costs. Adjusted annually in line with statutory changes (e.g. super increases).
Availability Allowance		\$12,843	\$12,843	100%			DFES to pay on invoice from Shires	Quarterly	Refer to Clause 6.6. Subject to EBA indexation.
On-Call Allowance	<i>Where approved by RDC</i>	As incurred		100%			DFES to pay on invoice from Shires	Quarterly	Refer to Clause 6.7. Authorised by DFES RDC / MOC.
Overtime – DFES Authorised	<i>Where approved by RDC</i>	As incurred		100%			DFES to pay on invoice for DFES authorised overtime	As required	Refer to Clause 6.5. Authorised by DFES RDC / MOC.
Overtime – LG Authorised	<i>Where approved by Shire</i>	As incurred				100%		As required	Refer to Clause 6.5. Authorised by LG. Paid under LG Award/EBA.
Other - Office Equipment	Additional monitors, desk and chair at the LG	As incurred				100%		As required	
OPERATIONAL COSTS									
ICT Equipment	<i>Includes Laptop Computer, accessories & data card</i>	\$3,000	\$3,000	100%			DFES to provide		DFES supplied and maintained. Replaced every 3-4 years.
Mobile phone & usage		\$1,800	\$1,080	60%	\$720	40%	DFES to pay on invoice from Shires	Quarterly	Shires to provide
Vehicle Expenses	<i>Lease, fuel, servicing and other on-road costs</i>	\$40,000	\$24,000	60%	\$16,000	40%	DFES to pay on invoice from Shires	Quarterly	Shires provides vehicle. Insurance arranged by LG. Private use rules to be agreed (FBT compliance). Backup vehicle provision by LG if CESM vehicle is unavailable.
Uniforms / PPE	<i>Purchase/Maintenance</i>	\$1,000	\$1,000	100%			DFES to provide – order through DFES Region.	As required	As per DFES Directive 1.3 – Dress Standards. Initial uniform/PPC costs absorbed by DFES.

ITEM	DESCRIPTION	TOTAL COSTS	DFES	60%	LOCAL GOVERNMENT	40%	RECOUP	FREQUENCY	COMMENTS
Training	<i>Approved courses attended</i>	\$2,000	\$1,200	60%	\$800	40%	DFES to pay on invoice from Shires as required.	Quarterly	Including course fees, travel and accommodation. Aligned to CESM professional development.
Incident Deployment Costs	<i>As agreed, and negotiated between DFES and LG</i>			100%			DFES to pay on invoice from Shires for DFES incidents.	Quarterly	DFES funds CESM deployment costs. Shires to provide purchasing card.
TOTAL		\$186,743	\$118,783		\$67,960				

CESM VEHICLE SPECIFICATIONS

- 4 x 4 Dual Cab Utility
- Recommended DFES POD style (*lockable*) or to a similar design standard
- Air Conditioning
- Window tinting
- Roobar
- Spotlights
- Towbar
- WAERN Radio
- Automated Vehicle Locator (AVL)
- Mobile phone car kit with Celfi Alternatives/LEOS (i.e.Starlink)
- Emergency beacons and siren to DFES standards
- Emergency striping to DFES standards
- DFES and Local Government logos

Vehicle Disposal Requirement

- Remove all DFES provided equipment including, but not limited to, WAERN radio, Automated Vehicle Locator (AVL), Emergency beacons, siren and mobile phone car kit.
- All DFES branding must be fully removed prior to disposal.
- All Local Government (LG) logos must also be removed before the vehicle is transferred, sold, or otherwise disposed of.
- LG to ensure Emergency Vehicle Status no longer applied to vehicle prior to disposal.
- Removal includes decals, paintwork, signage, and any identifying marks that could imply the vehicle is still an operational government or emergency service asset.

14.4. Road Closure – Section of Pemberton Street, Pingelly WA 6308

File Reference:	ADM0159
Location:	Pemberton Street, Pingelly WA 6308
Applicant:	Not Applicable
Author:	Chief Executive Officer
Disclosure of Interest:	Nil
Attachments:	Public Notice
Previous Reference:	Nil

Summary

Council is requested to consider permanently closing the section of Pemberton Street, between Queen Street and Avon Street in Pingelly.

Background

The Shire of Pingelly has received a request to permanently close a 30m section of Pemberton Street, between Queen Street and Avon Street. For Council to consider this request, several procedural steps must be undertaken in accordance with legislative requirements. These include:

- Advertising the proposed road closure for a minimum of 35 days to invite public submissions.
- A formal Council resolution to approve the closure.
- Submitting an application to the Minister for Lands to formally close the road.
- Facilitating the acquisition of the land from the Department of Planning, Lands and Heritage (DPLH).

To acquire the land from DPLH, the Shire must submit an application. Upon receipt of the application, DPLH will offer ownership of the land to the two adjoining landowners—both reserves held by the Shire of Pingelly. Upon completion of these processes, settlement will occur, and the land will be amalgamated accordingly, finalising the road closure.

Comment

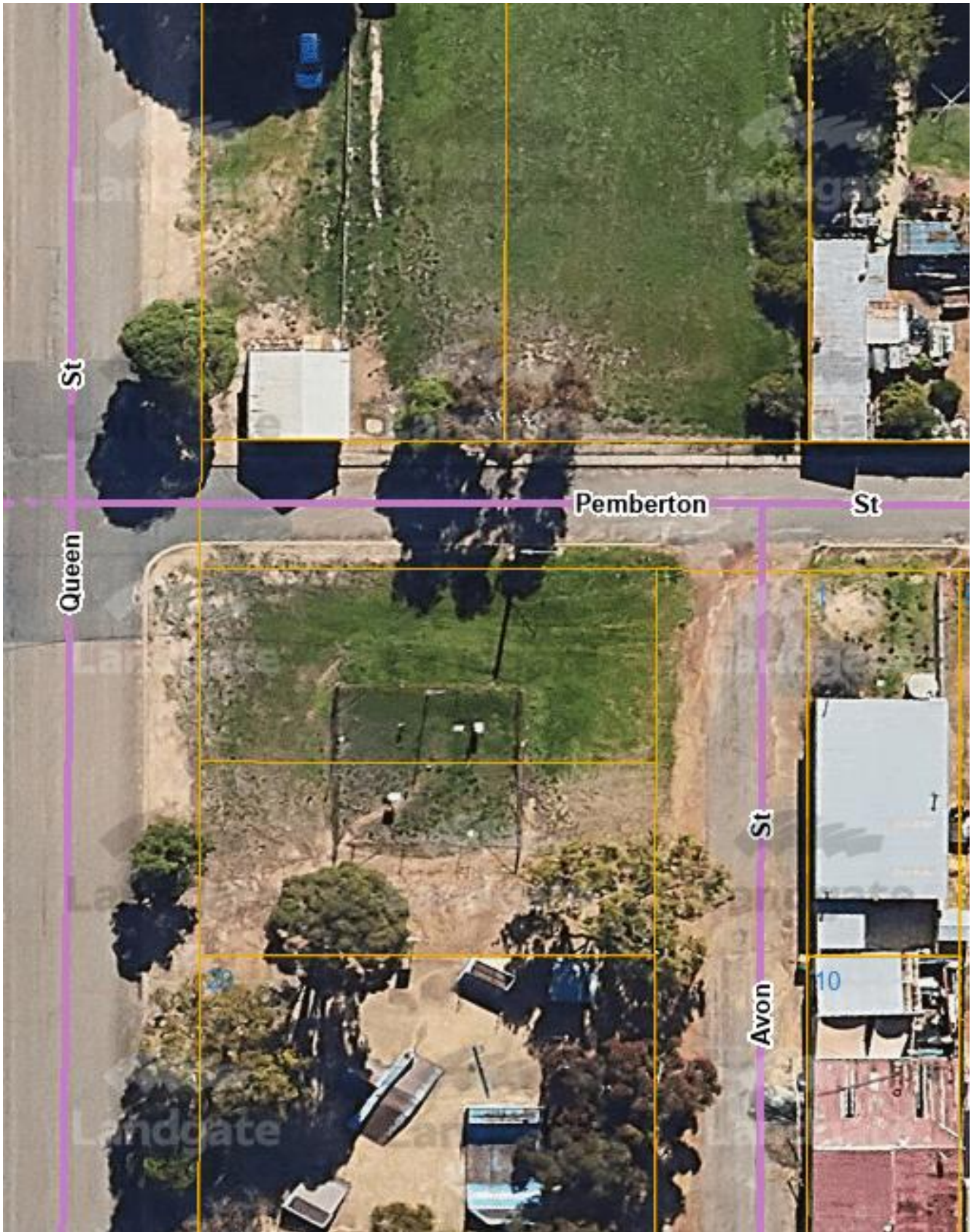
The proposed closure of this section of Pemberton Street must be conducted in compliance with Section 58 of the *Land Administration Act 1997* and Section 9 of the *Land Administration Regulations 1998*. As part of the process, the Shire is required to submit a Crown Land Enquiry Form to initiate the closure and acquisition proceedings.

The closure of this road has been requested to facilitate better land use and integration with adjoining properties. The Shire has reviewed the request and has no objections to the closure, nor to the land being amalgamated into the adjoining property/properties, provided that all statutory approvals and processes are completed.

In considering this matter, Council should note:

- The impact on accessibility and road network functionality—this section of Pemberton Street is not deemed critical for public access, and alternative routes are available.
- The obligations of the Department of Planning, Lands and Heritage, which requires the land to be initially offered in equal portions to both adjacent landowners. If one landowner declines, the other may purchase the entire portion.
- The potential benefits of the closure, which include improved land utilisation and development opportunities for adjoining landowners.

Proceeding with the closure will require the shire to undertake statutory advertising, consider any public submissions received, and obtain final Ministerial approval.



Consultation

In accordance with Section 9 of the *Land Administration Regulations 1998*, Council is required to publish a public notice regarding the proposed road closure and allow a minimum submission period of 35 days (five weeks) for public feedback.

This notice must be published on the local government's website and in a newspaper circulating within the district. Following the consultation period, Council must review all submissions received before making a determination on the road closure and submitting a formal request to the Minister for Lands.

In compliance with these requirements, public consultation was undertaken, and a public notice was published until 03 August 2026 through the following channels:

- Website
- Narrogin Observer
- Pingelly Times
- Notice Board
- Facebook

No submissions were received during the consultation period.

In addition, this proposal formed part of the Pingelly Mountain Bike and Cycling Strategy 2022 which included extensive consultation.

Statutory Environment

Land Administration Act 1997

Land Administration Regulations 1998, section 9 –

9. Requirements for closure of road at request of local government (Act s. 58)

(1) Before passing a resolution to make a request to the Minister under section 58(1) of the Act for the Minister to close a road permanently, a local government must publish an advertisement containing —

(a) notice of motion for the resolution; and

(b) an invitation to the public to make submissions to the local government on the proposed closure within the period (the submission period) of 35 days after the day on which the advertisement is published.

(2) The advertisement must be published in either or both of the following ways —

(a) in a newspaper circulating in the district of the local government;

(b) on the website of the local government.

(3) The local government must not pass the resolution to make the request to the Minister unless —

(a) the submission period has ended; and

(b) the local government has considered any submissions made to it within the submission period.

(4) If the advertisement is published in both of the ways referred to in subregulation (2) and the submission periods specified in those publications end on different days, for the purposes of subregulation (3) the submission period is taken to end on the latest of those days.

(5) The local government must include the following with the request to the Minister —

(a) written confirmation that the local government has resolved to make the request, the date when the relevant resolution was passed and any other information relating to the resolution that the Minister may require;

(b) sketch plans showing the location of the road and the proposed future disposition of the land comprising the road after it has been closed;

(c) written confirmation that the local government has complied with subregulations (1) to (3);

(d) a copy of the advertisement referred to in subregulation (1);

(e) copies of any submissions made to the local government within the submission period and the local government's comments on those submissions;

(f) any other information the local government considers relevant to the Minister's consideration of the request.

(6) This regulation does not apply to a request under section 58(1) of the Act to which regulation 9A applies.

Policy Implications
 Nil.

Financial Implications
 Nil

Strategic Implications
Outcome 2. A caring and supportive community for all ages and abilities.
2.1. Support families, children, and young people to flourish.
2.1.4. Seek funding and deliver the Pingelly Youth Precinct

Risk Implications
 Nil

13776 Cr Bryan Hotham moved, Cr Angela Trethewey seconded Voting Requirements: Simple Majority required Recommendation and Council Decision: That Council: Endorses the commencement of the statutory process for the permanent road closure of the section of Pemberton Street, between Queen Street and Avon Street; and Authorises the Chief Executive Officer to proceed with the submission of the road closure and all statutory requirements in accordance with the <i>Land Administration Act 1997</i>. Carried Unanimously 7 votes to 0	
For:	President Jackie McBurney, Deputy Peter Wood, Cr Clinton Cheney, Cr Bryan Hotham, Cr Robert Howell, Cr Danielle Summers & Cr Angela Tretheway
Against:	Nil



Land Administration Regulations 1998

PROPOSED ROAD CLOSURE – SECTION OF PEMBERTON STREET, PINGELLY WA 6308.

Notice is hereby given that the Shire of Pingelly intends to permanently close a 30-metre section of Pemberton Street, between Queen Street and Avon Street in Pingelly. This proposed road closure is in pursuant of section 9 of the *Land Administration Regulations 1998*.

Details of Closure:

Location: Pemberton Street, between Queen Street and Avon Street, Pingelly WA 6308.

Date: Submissions due 03 August 2026.

Reason: To facilitate the safe movement of people across the pump track/skate park area.

As part of this proposal, the public is invited to provide feedback regarding the permanent closure. Submissions will be considered before being presented to Council on the 19 August 2026.

For further information please contact Mrs Storm Nyssen, Governance and Executive Officer at the Shire of Pingelly on 08 9887 1066 or email storm.nyssen@pingelly.wa.gov.au

Andrew Dover
Chief Executive Officer
Shire of Pingelly
17 Queen Street
Pingelly WA 6308

15. DIRECTORATE OF CORPORATE AND COMMUNITY SERVICES

15.1. Adoption of 2026/2027 Budget & Fees and Charges

File Reference:	ADM0067
Location:	Not Applicable
Applicant:	Not Applicable
Author:	Finance Manager
Disclosure of Interest:	Nil
Attachments:	15.1.1 Statutory Budget 15.1.2 Schedule of Fees and Charges
Previous Reference:	Nil

Summary

The purpose of this report is to consider and adopt the Shire of Pingelly Budget for the 2026/2027 financial year, including imposition of rates and minimum payments, adoption of fees and charges, establishment of new reserve funds, setting of elected member's fees for the year and other consequential matters arising from the budget papers.

Background

Council is required to formally adopt an annual budget to guide the functions and operations of the local government and enable it to raise revenue and deliver services to the community.

Comment

The budget has been prepared to include information required by the *Local Government Act 1995*, *Local Government (Financial Management) Regulations 1996* and Australian Accounting Standards. The main features of the draft budget include:

- The budget has been prepared with a total rate revenue increase of 7.0% in line with the forward financial plans contained in the Plan for the Future.
- Fees and Charges have been adjusted and are itemised in the draft budget.
- A capital works program totalling \$3,253,390 for investment in infrastructure, buildings, plant and equipment and furniture and equipment is planned.
- Expenditure on road construction of \$1,562,389, and road maintenance of \$1,336,064, are the major components of road capital and road maintenance expenditure respectively in line with Council's strategy to increase the investment in road and associated assets. The Capital Road Program budget includes \$1,409,214 in road projects which is grant funded from the following sources:

Main Roads	Regional Road Group	\$575,383
	Direct Grant	\$145,008
	Wheatbelt Secondary Freight Network	\$103,400
	Heavy Vehicle Rest Area	\$235,416
DITRDC	Roads to Recovery Program	\$350,007

An estimated surplus of \$2.14m is the current financial position brought forward from 30 June 2025. However, this is unaudited and may change. Any change will be addressed as part of a future budget review.

Consultation

While no specific consultation has occurred on the draft 2026/27 budget, significant community consultation and engagement with the Pingelly Community Plan 2025.

Extensive internal consultation has occurred between all Divisions and through briefings and a workshop with elected members.

Statutory Environment

Section 6.2 of the *Local government Act 1995* requires that not later than 31 August in each financial year, or such extended time as the Minister allows, each local government is to prepare and adopt, in the form and manner prescribed, a budget for its Municipal Fund for the financial year ending on the next 30 June.

Divisions 5 and 6 of Part 6 of the *Local Government Act 1995* refer to the setting of budgets and raising of rates and charges. The *Local Government (Financial Management) Regulations 1996* details the form and content of the budget. The draft 2026/27 budget as presented is considered to meet statutory requirements.

Policy Implications

Nil

Financial Implications

A balanced budget for the 2026/27 financial year.

Economic Implications

The draft 2026/2027 budget has been developed based on sound financial management and accountability principles and is considered to deliver a sustainable economic outcome for council and the community.

Social Implications

The draft 2026/27 budget delivers social outcomes identified in Pingelly planning and community supporting strategies that have been adopted by the Council.

Environmental Implications

The draft 2026/27 budget supports key environmental strategies and initiatives adopted by council.

Strategic Implications

Outcome 10	Effective leadership and governance.
Objective 10.2	Govern Shire finances, assets, and operations responsibly.

Risk Implications

Risk:	Failure to prepare and Council adopt an Annual budget by 31 August each year.		
Consequence Theme:	Compliance	Impact:	Minor
Consequence:	Low impact, a small number of complaints. Some temporary non-compliance		
Likelihood Rating:	Unlikely	Risk Matrix:	Low (4)
Action Plan:	Preparation of the Annual Budget in a staged and planned process each year to be presented to Council before 31 August each year for adoption.		

13777 Cr Clinton Cheney moved, Cr Danielle Summers seconded

Voting Requirements:

Absolute Majority Required

Council Decision:

That Council by absolute majority revoke resolution 13710, and endorse the attendance for the CEO, Shire President and EMW at the WALGA Conventions annually.

Carried Unanimously 7 votes to 0

For:	President Jackie McBurney, Deputy Peter Wood, Cr Clinton Cheney, Cr Bryan Hotham, Cr Robert Howell, Cr Danielle Summers & Cr Angela Tretheway
Against:	Nil

Part A – Municipal Fund Budget for 2026/2027

13778 Cr Danielle Summers moved, Cr Robert Howell seconded

Voting Requirements:

Absolute Majority required

Recommendation and Council Decision:

Pursuant to the provisions of section 6.2 of the *Local Government Act 1995* and Part 3 of the *Local Government (Financial Management) Regulations 1996* the Council adopt the Municipal Fund Budget as contained in the attachment to this agenda and the minutes for the Shire of Pingelly for the 2026/27 financial year which includes the following:

- **Statement of Comprehensive Income by Nature**
- **Statement of Cash Flows**
- **Statement of Financial Activity showing an amount required to be raised from rates of \$2,796,188**
- **Notes to and Forming Part of the Budget**

Carried Unanimously 5 votes to 0

For:	President Jackie McBurney, Deputy Peter Wood, Cr Bryan Hotham, Cr Robert Howell & Cr Danielle Summers
Against:	Nil

Part B – General and Minimum Rates, Instalment Payment Arrangements

13779 Cr Clinton Cheney moved, Cr Robert Howell seconded

Voting Requirements:

Absolute Majority required

Recommendation and Council Decision:

1. 1. For the purpose of yielding the deficiency disclosed by the Municipal Fund Budget adopted at Part A above, council pursuant to sections 6.32, 6.33, 6.34 and 6.35 of the *Local Government Act 1995* impose the following general rates and minimum rates on Gross Rental and Unimproved Values.

1.1 General Rates

Residential (GRV)	13.0487 cents in the dollar
Commercial (GRV)	13.0487 cents in the dollar
Industrial (GRV)	13.0487 cents in the dollar
Townsite (GRV)	13.0487 cents in the dollar
Broadacre Rural (UV)	0.4755 cents in the dollar

1.2 Minimum Payments

Residential (GRV)	\$1,202
Commercial (GRV)	\$1,202
Industrial (GRV)	\$1,202
Townsite (GRV)	\$1,202
Broadacre Rural (UV)	\$1,202

2. Pursuant to section 6.45 of the *Local Government Act 1995* and regulation 64(2) of the *Local Government (Financial Management) Regulations 1996*, Council nominates the following due dates for the payment in full by instalments:

• Full payment and 1st instalment due date	02 October 2026
• 2nd half instalment due date	05 February 2027
• 1st quarterly instalment due date	02 October 2026
• 2nd quarterly instalment due date	04 December 2026
• 3rd quarterly instalment due date	05 February 2027
• 4th quarterly instalment due date	09 April 2027

3. Pursuant to section 6.45 of the *Local Government Act 1995* and regulation 67 of the *Local Government (Financial Management) regulations 1996*, Council adopts an instalment administration charge where the owner has elected to pay rates (and service charges) through an instalment option of \$10 for each instalment after the initial instalment is paid.

4. Pursuant to section 6.45 of the *Local Government Act 1995* and regulation 68 of the *Local Government (Financial Management) Regulations 1996*, Council adopts an interest rate of 5.5% where the owner has elected to pay rates and service charges through an instalment option.

5. Pursuant to section 6.51 (1) and subject to section 6.51 (4) of the *Local Government Act 1995* and the *Local Government (Financial Management) Regulations 1996*, Council adopts an interest rate of 11% for rates (and service charges) and costs of proceedings to recover such charges that remains unpaid after becoming due and payable.

For:	President Jackie McBurney, Deputy Peter Wood, Cr Clinton Cheney, Cr Bryan Hotham, Cr Robert Howell, Cr Danielle Summers & Cr Angela Tretheway
Against:	Nil

Part C – General Fees and Charges for 2026/2027

13780 Cr Robert Howell moved, Deputy President Peter Wood seconded Voting Requirements: Absolute Majority required Recommendation and Council Decision: Pursuant to section 6.16 of the <i>Local Government Act 1995</i>, Council adopts the Fees and charges included with the 2026/2027 budget. Carried Unanimously 6 votes to 0	
For:	President Jackie McBurney, Deputy Peter Wood, Cr Bryan Hotham, Cr Robert Howell, Cr Danielle Summers & Cr Angela Tretheway
Against:	Nil

Part D – Other Statutory Fees for 2026/2027

13781 Deputy President Peter Wood moved, Cr Angela Trethewey seconded

Voting Requirements:

Absolute Majority required

Recommendation and Council Decision:

1. Pursuant to section 53 of the *Cemeteries Act 1986* Council adopts the fees and charges for the Pingelly and Moorumbine cemeteries in the 2026/2027 budget, as amended.
2. Pursuant to section 67 of the *Waste Avoidance and Resources Recovery Act 2007*, Council adopt the following charges for the removal of domestic and commercial waste:
 - 2.1 Residential Premises including recycling 240L Refuse Bin collected weekly and 240L Recycling Bin collected fortnightly \$430.00 pa
 - 2.2 Commercial and Industrial Premises including recycling 240L Refuse Bin collected weekly and 240L Recycling Bin collected fortnightly \$430.00 pa
3. Pursuant to section 67 of the *Waste avoidance and Resources Recovery Act 2007*, and section 6.16 of the *Local Government Act 1995* Council adopt the following charges for the deposit of domestic and commercial waste (inclusive of GST where applicable):
 - Refuse Site after Hours Access Fee (unsupervised) \$155.00
 - Refuse Site after Hours Access Fee (supervised) \$135.00
 - Burial of Hazardous Waste (per m³) \$195.00
 - Building Rubble sorted (per m³) \$105.00
 - Building Rubble unsorted (per m³) \$195.00
 - Green Waste – Non-Residents (per m³) \$ 15.00
 - Septic Waste (per m³) as per license \$ 35.00
 - Contaminated or unsorted mixed loads (per m³) \$105.00

Carried Unanimously 6 votes to 0

For:	President Jackie McBurney, Deputy Peter Wood, Cr Bryan Hotham, Cr Robert Howell, Cr Danielle Summers & Cr Angela Tretheway
Against:	Nil

Part E – Elected Members Fees and Charges for 2026/2027

13782 Cr Bryan Hotham moved, Cr Robert Howell seconded

Voting Requirements:

Absolute Majority required

Recommendation and Council Decision:

1. Pursuant to section 5.99 of the *Local Government Act 1995* and regulation 34 of the *Local Government (Administration) Regulations 1996*, Council adopts the following annual fees for payment of elected members in lieu of individual meeting fees:

- President \$11,000
- Deputy President \$ 5,150
- Councillors \$ 4,740

2. Pursuant to section 5.98(5) of the *Local Government Act 1995* and regulation 33 of the *Local Government (Administration) Regulations 1996*, Council adopts the following annual local government allowance to be paid in addition to the annual meeting allowance:

- President \$1,545

3. Pursuant to section 5.98A of the *Local Government Act 1995* and regulations 33A of the *Local Government (Administration) Regulations 1996*, Council adopts the following annual local government allowance to be paid in addition to the annual meeting allowance:

- Deputy President \$386

Carried Unanimously 7 votes to 0

For:	President Jackie McBurney, Deputy Peter Wood, Cr Clinton Cheney, Cr Bryan Hotham, Cr Robert Howell, Cr Danielle Summers & Cr Angela Tretheway
Against:	Nil

Part F – Material Variance Reporting for 2026/2027

13783 Cr Robert Howell moved, Cr Angela Trethewey seconded

Voting Requirements:

Absolute Majority required

Recommendation and Council Decision:

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 2026/2027 for reporting material variances shall be 10% and \$10,000, whichever is the greater.

Carried Unanimously 7 votes to 0

For:	President Jackie McBurney, Deputy Peter Wood, Cr Clinton Cheney, Cr Bryan Hotham, Cr Robert Howell, Cr Danielle Summers & Cr Angela Tretheway
Against:	Nil

Part G – Early Payment Incentive Prize for 2026/2027

13784 Cr Bryan Hotham moved, Cr Danielle Summers seconded

Voting Requirements:

Absolute Majority required

Recommendation and Council Decision:

That:

- 1. Entry into the Early Payment of Rates competition to be offered to ratepayers who have paid in full all rates and charges within 35 days of issue (02 October 2026);**
- 2. Entry into the Reliable Rates Incentive competition to be offered to ratepayers who have a \$0 credit balance as at 30 June 2026;**

And that the draws be conducted on the 21 October 2026 Ordinary Council meeting following the close of the competition.

Carried Unanimously 6 votes to 1

For:	President Jackie McBurney, Deputy Peter Wood, Cr Clinton Cheney, Cr Bryan Hotham, Cr Danielle Summers & Cr Angela Tretheway
Against:	Cr Robert Howell

SHIRE OF PINGELLY
ANNUAL BUDGET
FOR THE YEAR ENDED 30 JUNE 2027

LOCAL GOVERNMENT ACT 1995

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The Shire of Pingelly a Class 4 local government conducts the operations of a local government with the following community vision:

Pingelly, a sustainable community, where a natural beauty and economic diversity provides opportunities for all.

SHIRE OF PINGELLY
STATEMENT OF COMPREHENSIVE INCOME
FOR THE YEAR ENDED 30 JUNE 2027

	Note	2026/27 Budget	2025/26 Actual	2025/26 Budget
Revenue		\$	\$	\$
Rates	2(a)	2,796,189	2,613,821	2,616,313
Grants, subsidies and contributions		927,897	3,206,614	1,530,310
Fees and charges	15	454,747	458,676	438,360
Interest revenue	10(a)	82,366	81,414	107,839
Other revenue		77,900	96,835	89,750
		4,339,099	6,457,360	4,782,572
Expenses				
Employee costs		(2,461,662)	(2,175,525)	(2,301,955)
Materials and contracts		(1,955,218)	(1,895,680)	(1,752,231)
Utility charges		(222,254)	(222,542)	(224,575)
Depreciation	6	(3,360,000)	(3,358,950)	(3,303,900)
Finance costs	10(c)	(74,380)	(87,745)	(87,746)
Insurance		(240,746)	(248,293)	(241,847)
Other expenditure		(79,381)	(69,163)	(78,981)
		(8,393,641)	(8,057,898)	(7,991,235)
		(4,054,542)	(1,600,538)	(3,208,663)
Capital grants, subsidies and contributions		1,803,673	1,096,329	1,678,828
Profit on asset disposals	5	69,000	15,043	18,000
Loss on asset disposals	5	(18,522)	0	(18,522)
		1,854,151	1,111,372	1,678,306
Net result for the period		(2,200,391)	(489,166)	(1,530,357)
Total other comprehensive income for the period		0	0	0
Total comprehensive income for the period		(2,200,391)	(489,166)	(1,530,357)

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

SHIRE OF PINGELLY
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED 30 JUNE 2027

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts

	Note	2026/27 Budget	2025/26 Actual	2025/26 Budget
Rates		\$ 2,796,189	\$ 2,592,200	\$ 2,617,583
Grants, subsidies and contributions		927,897	3,525,413	2,132,310
Fees and charges		454,747	458,676	438,360
Interest revenue		82,366	81,414	107,839
Goods and services tax received		0	80,220	0
Other revenue		77,900	96,835	89,750
		4,339,099	6,834,758	5,385,842

Payments

Employee costs		(2,461,662)	(2,129,602)	(2,301,955)
Materials and contracts		(1,955,218)	(1,955,919)	(1,733,268)
Utility charges		(222,254)	(222,542)	(224,575)
Finance costs		(74,380)	(87,745)	(87,746)
Insurance paid		(240,746)	(248,293)	(241,847)
Other expenditure		(79,381)	(69,163)	(78,981)
		(5,033,641)	(4,713,264)	(4,668,372)

Net cash provided by (used in) operating activities

4 (694,542) 2,121,494 717,470

CASH FLOWS FROM INVESTING ACTIVITIES

Payments for financial assets at amortised cost - self supporting loans		(25,699)	(24,114)	
Payments for purchase of property, plant & equipment	5(a)	(1,166,435)	(760,529)	(1,178,350)
Payments for construction of infrastructure	5(b)	(2,086,955)	(1,367,540)	(2,304,782)
Proceeds from capital grants, subsidies and contributions		1,803,673	1,257,528	1,678,828
Proceeds from disposal of property, plant and equipment	5(a)	165,457	15,042	60,500
Proceeds on financial assets at amortised cost - self supporting loans	8(a)	25,699	24,114	25,699
Net cash (used in) investing activities		(1,284,260)	(855,499)	(1,718,105)

CASH FLOWS FROM FINANCING ACTIVITIES

Repayment of borrowings	8(a)	(252,607)	(241,504)	(243,089)
Payments for principal portion of lease liabilities	7	(22,196)	(74,917)	(78,289)
Net cash (used in) financing activities		(274,803)	(316,421)	(321,378)

Net increase (decrease) in cash held

(2,253,605) 949,574 (1,322,013)

Cash at beginning of year 3,582,752 2,760,522 2,755,522

Cash and cash equivalents at the end of the year 4 **1,329,147** **3,710,096** **1,433,509**

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

SHIRE OF PINGELLY
STATEMENT OF FINANCIAL ACTIVITY
FOR THE YEAR ENDED 30 JUNE 2027

OPERATING ACTIVITIES

Revenue from operating activities

	Note	2026/27 Budget	2025/26 Actual	2025/26 Budget
General rates	2(a)(i)	\$ 2,578,627	\$ 2,420,117	\$ 2,423,304
Rates excluding general rates	2(a)	217,562	193,703	194,279
Grants, subsidies and contributions		927,897	3,206,614	1,403,690
Fees and charges	15	454,747	458,676	438,360
Interest revenue	10(a)	82,366	81,414	107,839
Other revenue		77,900	91,650	89,750
Profit on asset disposals	5	69,000	15,042	18,000
		4,408,099	6,467,216	4,675,222

Expenditure from operating activities

Employee costs		(2,461,662)	(2,175,525)	(2,301,955)
Materials and contracts		(1,955,218)	(2,108,742)	(1,672,581)
Utility charges		(222,254)	(219,397)	(236,575)
Depreciation	6	(3,360,000)	(3,358,950)	(3,303,900)
Finance costs	10(c)	(74,380)	(87,753)	(87,746)
Insurance		(240,746)	(230,768)	(241,847)
Other expenditure		(79,381)	(69,163)	(78,981)
Loss on asset disposals	5	(18,522)	0	(18,522)
		(8,412,163)	(8,250,298)	(7,942,107)

Non cash amounts excluded from operating activities

	3(c)	3,309,522	3,343,910	3,304,422
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Amount attributable to operating activities

(694,542) 1,560,828 37,537

INVESTING ACTIVITIES

Inflows from investing activities

Proceeds from capital grants, subsidies and contributions		1,803,673	1,007,662	1,478,828
Proceeds from disposal of property, plant and equipment	5(a)	165,457	15,042	60,500
Proceeds from financial assets at amortised cost - self supporting loans	8(a)	25,699	24,114	25,699
		1,994,829	1,046,818	1,565,027

Outflows from investing activities

Acquisition of property, plant and equipment	5(a)	(1,166,435)	(760,529)	(1,288,350)
Acquisition of infrastructure	5(b)	(2,086,955)	(1,367,532)	(2,314,782)
Payments for financial assets at amortised cost - self supporting loans		(25,699)	(24,114)	
Payments for financial assets at amortised cost - term deposits		0	0	
		(3,279,089)	(2,152,175)	(3,603,132)

Amount attributable to investing activities

(1,284,260) (1,105,357) (2,038,105)

FINANCING ACTIVITIES

Inflows from financing activities

Transfers from reserve accounts	9(a)	167,000	294,000	294,000
		167,000	294,000	294,000

Outflows from financing activities

Repayment of borrowings	8(a)	(252,607)	(241,504)	(241,805)
Payments for principal portion of lease liabilities	7	(22,196)	(74,917)	(78,289)
Transfers to reserve accounts	9(a)	(90,627)	(59,604)	(41,499)
		(365,430)	(376,025)	(361,593)

Amount attributable to financing activities

(198,430) (82,025) (67,593)

MOVEMENT IN SURPLUS OR DEFICIT

Surplus remaining at the start of the financial year

Amount attributable to operating activities	3	2,166,789	1,793,343	2,068,161
Amount attributable to investing activities		(694,542)	1,560,828	37,537
Amount attributable to financing activities		(1,284,260)	(1,105,357)	(2,038,105)
		(198,430)	(82,025)	(67,593)
Surplus/(deficit) remaining after the imposition of general rates	3	(10,443)	2,166,789	0

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

SHIRE OF PINGELLY
FOR THE YEAR ENDED 30 JUNE 2027
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SHIRE OF PINGELLY
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2027

1 BASIS OF PREPARATION

The annual budget of the Shire of Pingelly which is a Class 4 local government is a forward looking document and has been prepared in accordance with the *Local Government Act 1995* and accompanying regulations.

Local Government Act 1995 requirements

Section 6.4(2) of the *Local Government Act 1995* read with the *Local Government (Financial Management) Regulations 1996* prescribe that the annual budget be prepared in accordance with the *Local Government Act 1995* and, to the extent that they are not inconsistent with the Act, the Australian Accounting Standards. The Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and Interpretations of the Australian Accounting Standards Board were applied where no inconsistencies exist.

The *Local Government (Financial Management) Regulations 1996* specify that vested land is a right-of-use asset to be measured at cost, and is considered a zero cost concessionary lease. All right-of-use assets under zero cost concessionary leases are measured at zero cost rather than at fair value, except for vested improvements on concessionary land leases such as roads, buildings or other infrastructure which continue to be reported at fair value, as opposed to the vested land which is measured at zero cost. The measurement of vested improvements at fair value is a departure from *AASB 16 Leases* which would have required the Shire to measure any vested improvements at zero cost.

Accounting policies which have been adopted in the preparation of this annual budget have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the annual budget has been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

The local government reporting entity

All funds through which the Shire controls resources to carry on its functions have been included in the financial statements forming part of this annual budget.

All monies held in the Trust Fund are excluded from the financial statements. A separate statement of those monies appears at Note 12 to the annual budget.

2025/26 actual balances

Balances shown in this budget as 2025/26 Actual are estimates as forecast at the time of preparation of the annual budget and are subject to final adjustments.

Budget comparative figures

Unless otherwise stated, the budget comparative figures shown in the budget relate to the original budget estimate for the relevant item of disclosure.

Comparative figures

Where required, comparative figures have been adjusted to conform with changes in presentation for the current financial year.

Rounding off figures

All figures shown in this statement are rounded to the nearest dollar.

Statement of Cashflows

Investing and financing transactions that do not require the use of cash or cash equivalents shall be excluded from a statement of cash flows. Such transactions shall be disclosed elsewhere in the financial statements in a way that provides all the relevant information about these investing and financing activities.

Initial application of accounting standards

During the budget year, the below revised Australian Accounting Standards and Interpretations are expected to be compiled, become mandatory and be applicable to its operations.

- AASB 2026-1 Amendments to Australian Accounting Standards – Disclosures about Uncertainties in the Financial Statements
- AASB 2024-2 Amendments to Australian Accounting Standards – Classification and Measurement of Financial Instruments
- AASB 2024-3 Amendments to Australian Accounting Standards – Standards – Annual Improvements Volume 11
- AASB 2025-1 Amendments to Australian Accounting Standards – Contracts Referencing Nature-dependent Electricity

It is not expected these standards will have an impact on the annual budget on initial application.

New accounting standards for application in future years

The following new accounting standards will have application to local government in future years:

- AASB 2014-10 Amendments to Australian Accounting Standards – Sale or Contribution of Assets between an Investor and its Associate or Joint Venture
- AASB 2024-4b Amendments to Australian Accounting Standards – Effective Date of Amendments to AASB 10 and AASB 128 [deferred AASB 10 and AASB 128 amendments in AASB 2014-10 apply]

It is not expected these standards will have an impact on the annual budget on initial application.

- AASB 18 Presentation and Disclosure in Financial Statements
- AASB 18 (NFP/super) Presentation and Disclosure in Financial Statements – (Appendix D) [for not-for-profit and superannuation entities]

These accounting standards will materially change the presentation of the annual financial report and annual budget

Critical accounting estimates and judgements

The preparation of the annual budget in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses.

The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

The annual budget is a forward-looking statement and is comprised of management estimates. As with all estimates, the use of different assumptions could lead to material changes in the amounts reported in the annual budget.

The following are estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year and further information on their nature and impact can be found in the relevant note:

- Fair value measurement of assets carried at reportable value including:
 - Property, plant and equipment
 - Infrastructure
 - Expected credit losses on financial assets
 - Assets held for sale
 - Impairment losses of non-financial assets
 - Investment property
 - Estimated useful life of intangible assets
 - Measurement of employee benefits
 - Measurement of provisions

SHIRE OF PINGELLY
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2027

2. RATES AND SERVICE CHARGES

(a) Rating Information

Rate Description	Basis of valuation	Rate in dollar	Number of properties	Rateable value*	2026/27 Budgeted rate revenue	2026/27 Budgeted interim rates	2026/27 Budgeted total revenue	2025/26 Actual total revenue	2025/26 Budget total revenue
				\$	\$	\$	\$	\$	\$
(i) General rates									
GRV Commercial Industrial	Gross rental valuation	0.130487	23	382,175	49,869		49,869	47,903	48,752
GRV Townsites	Gross rental valuation	0.130487	13	178,100	23,240		23,240	21,719	21,719
GRV General	Gross rental valuation	0.130487	321	4,528,011	590,847		590,847	552,191	552,173
GRV Rural Residential	Gross rental valuation	0.130487	67	1,016,860	132,687		132,687	124,006	124,002
UV Broadacre Rural	Unimproved valuation	0.004755	209	374,760,000	1,781,984		1,781,984	1,674,298	1,675,389
Total general rates			633	380,865,146	2,578,627	0	2,578,627	2,420,117	2,422,034
(ii) Minimum payment									
		Minimum \$							
GRV Commercial Industrial	Gross rental valuation	1,202.00	17	78,260	20,434		20,434	17,968	17,968
GRV Townsites	Gross rental valuation	1,202.00	8	18,685	9,616		9,616	8,984	8,984
GRV General	Gross rental valuation	1,202.00	58	91,428	69,716		69,716	65,134	65,134
GRV Rural Residential	Gross rental valuation	1,202.00	17	50,270	20,434		20,434	19,091	19,091
UV Broadacre Rural	Unimproved valuation	1,202.00	81	14,799,517	97,362		97,362	82,527	83,102
Total minimum payments			181	15,038,160	217,562	0	217,562	193,704	194,279
Total general rates and minimum payments			814	395,903,306	2,796,189	0	2,796,189	2,613,821	2,616,313
Instalment plan charges							4,379	3,789	4,200
Instalment plan interest							9,066	8,703	8,500
Late payment of rate or service charge interest							8,733	12,120	8,000
							22,178	24,612	20,700

The Shire did not raise specified area rates for the year ended 30th June 2027.

*Rateable Value at time of adopting budget.

All rateable properties within the district used predominately for non-rural purposes are rated according to their Gross Rental Valuation (GRV), all other properties are rated according to their Unimproved Valuation (UV).

The general rates detailed for the 2026/27 financial year have been determined by Council on the basis of raising the revenue required to meet the estimated deficiency between the total estimated expenditure proposed in the budget and the estimated revenue to be received from all sources other than general rates and also considering the extent of any increase in rating over the level adopted in the previous year.

The minimum payments have been determined by Council on the basis that all ratepayers must make a reasonable contribution to the cost of local government services/facilities.

SHIRE OF PINGELLY
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2027

2. RATES AND SERVICE CHARGES (CONTINUED)

(b) Interest Charges and Instalments - Rates and Service Charges

The following instalment options are available to ratepayers for the payment of rates and service charges.

Option 1 (Full Payment)

Full Amount of Rates and charges including arrears, to be paid before 2 October 2026 or 35 days after the date of issue appearing on the rates notice, whichever is the later.

Option 2 (Two Instalments)

First instalment to be made before 2 October 2026 or 35 days of issue on the rates notice, whichever is the later including all arrears and half the current rates and service charges, and Second instalment to be made on or before 5 February 2027 or 4 months after the first instalment, whichever is the later.

Option 3 (Four Instalments)

First instalment to be made before 2 October 2026 or 35 days of issue on the rates notice, whichever is the later including all arrears and a quarter of the current rates and service charges, and Second instalment to be made on or before 4 December 2026 or 2 months after the first instalment, whichever is the later. Third instalment to be made on or before 5 February 2027 or 2 months after the Second instalment, whichever is the later. Fourth instalment to be made on or before 9 April 2027 or 2 months after the Third instalment, whichever is the later.

Instalment options	Date due	Instalment plan admin charge	Instalment plan interest rate	Unpaid rates interest rates
		\$	%	%
Option one				
Single full payment	Friday, 2 October 2026	0	0.0%	11.0%
Option two				
First instalment	Friday, 2 October 2026	0	5.5%	11.0%
Second instalment	Friday, 5 February 2027	10	5.5%	11.0%
Option three				
First instalment	Friday, 2 October 2026	0	5.5%	11.0%
Second instalment	Friday, 4 December 2026	10	5.5%	11.0%
Third instalment	Friday, 5 February 2027	10	5.5%	11.0%
Fourth instalment	Friday, 9 April 2027	10	5.5%	11.0%

SHIRE OF PINGELLY
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2027

2. RATES AND SERVICE CHARGES (CONTINUED)

(c) Service Charges

The Shire did not raise service charges for the year ended 30th June 2027.

(d) Waivers or concessions

The Shire does not anticipate any waivers or concessions for the year ended 30th June 2027.

SHIRE OF PINGELLY
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2027

3. NET CURRENT ASSETS

(a) Composition of estimated net current assets

Current assets

Cash and cash equivalents
Financial assets
Receivables
Inventories

Less: current liabilities

Trade and other payables
Contract liabilities
Capital grant/contributions liabilities
Lease liabilities
Long term borrowings
Employee provisions

Net current assets

Less: Total adjustments to net current assets

Net current assets used in the Statement of Financial Activity

(b) 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

Less: Reserve accounts
Add: Current liabilities not expected to be cleared at end of year
- Current portion of borrowings
- Current portion of lease liabilities

Total adjustments to net current assets

Note	2026/27 Budget 30 June 2027 Carried forward	2025/26 Actual 30 June 2026 Carried forward	2025/26 Budget 30 June 2026 Carried forward
	\$	\$	\$
4	1,329,147	3,582,752	1,386,716
	73,549	73,549	29,114
	747,952	747,952	466,970
	42,047	42,047	5,637
	2,192,695	4,446,300	1,888,437
	(424,215)	(424,215)	(362,967)
	(364,023)	(364,023)	(294,117)
	(225,739)	(225,739)	(64,540)
7	(22,296)	(22,196)	(19,411)
8	(226,908)	(252,607)	(252,306)
	(261,880)	(261,880)	(251,808)
	(1,525,061)	(1,550,660)	(1,245,149)
	667,634	2,895,640	643,288
3(b)	(678,077)	(728,851)	(713,832)
	(10,443)	2,166,789	(70,544)
9	(927,281)	(1,003,654)	(985,549)
	226,908	252,607	252,306
	22,296	22,196	19,411
	(678,077)	(728,851)	(713,832)

EXPLANATION OF DIFFERENCE IN SURPLUS/(DEFICIT)

Items excluded from calculation of budgeted deficiency

When calculating the budget deficiency for the purpose of Section 6.2 (2)(c) of the *Local Government Act 1995* the following amounts have been excluded as provided by *Local Government (Financial Management) Regulation 32* which will not fund the budgeted expenditure.

(c) Amounts excluded from operating activities

Less: Profit on asset disposals
Add: Loss on asset disposals
Add: Depreciation
Movement in current liabilities associated funds held in reserve account:
Non-cash movements in non-current assets and liabilities:
- Financial assets at amortised cost - self supporting loans
- Employee benefit provisions

Non cash amounts excluded from operating activities

Note	2026/27 Budget 30 June 2027 Carried forward	2025/26 Actual 30 June 2026 Carried forward	2025/26 Budget 30 June 2026 Carried forward
	\$	\$	\$
5	(69,000)	(15,043)	(18,000)
5	18,522	0	18,522
6	3,360,000	3,358,950	3,303,900
	0	(11,865)	
	0	4,364	
	3,309,522	3,336,406	3,304,422

**SHIRE OF PINGELLY
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2027**

3. NET CURRENT ASSETS (CONTINUED)

(d) MATERIAL ACCOUNTING POLICIES

CURRENT AND NON-CURRENT CLASSIFICATION

The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Shire's operational cycle. In the case of liabilities where the Shire does not have the right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current or non-current based on the Shire's intentions to release for sale.

TRADE AND OTHER PAYABLES

Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the financial year that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition. The carrying amounts of trade and other payables are considered to be the same as their fair values, due to their short-term nature.

PREPAID RATES

Prepaid rates are, until the taxable event has occurred (start of the next financial year), refundable at the request of the ratepayer. Rates received in advance are initially recognised as a financial liability. When the taxable event occurs, the financial liability is extinguished and the Shire recognises revenue for the prepaid rates that have not been refunded.

INVENTORIES

General

Inventories are measured at the lower of cost and net realisable value.

Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

INVENTORY - LAND HELD FOR RESALE

Land held for development and sale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Finance costs and holding charges incurred after development is completed are expensed.

Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risks and rewards, and effective control over the land, are passed on to the buyer at this point.

Inventory - land held for resale is classified as current except where it is held as non-current based on the Shire's intentions to release for sale.

SUPERANNUATION

The Shire contributes to a number of superannuation funds on behalf of employees. All funds to which the Shire contributes are defined contribution plans.

GOODS AND SERVICES TAX (GST)

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position.

Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

CONTRACT LIABILITIES

Contract liabilities represent the Shire's obligation to transfer goods or services to a customer for which the Shire has received consideration from the customer.

Contract liabilities represent obligations which are not yet satisfied. Contract liabilities are recognised as revenue when the performance obligations in the contract are satisfied.

TRADE AND OTHER RECEIVABLES

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for grants, contributions, reimbursements, and goods sold and services performed in the ordinary course of business.

Trade and other receivables are recognised initially at the amount of consideration that is unconditional, unless they contain significant financing components, when they are recognised at fair value.

Trade receivables are held with the objective to collect the contractual cashflows and therefore the Shire measures them subsequently at amortised cost using the effective interest rate method.

Due to the short term nature of current receivables, their carrying amount is considered to be the same as their fair value. Non-current receivables are indexed to inflation, any difference between the face value and fair value is considered immaterial.

The Shire applies the AASB 9 simplified approach to measuring expected credit losses using a lifetime expected loss allowance for all trade receivables. To measure the expected credit losses, rates receivable are separated from other trade receivables due to the difference in payment terms and security for rates receivable.

PROVISIONS

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

EMPLOYEE BENEFITS

Short-term employee benefits

Provision is made for the Shire's obligations for short-term employee benefits. Short term employee benefits are benefits (other than termination benefits) that are expected to be settled wholly before 12 months after the end of the annual reporting period in which the employees render the related service, including wages, salaries and sick leave. Short-term employee benefits are measured at the (undiscounted) amounts expected to be paid when the obligation is settled.

The Shire's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the determination of the net current asset position.

The Shire's obligations for employees' annual leave and long service leave entitlements are recognised as provisions in the determination of the net current asset position.

Other long-term employee benefits

Long-term employee benefits provisions are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Any remeasurements for changes in assumptions of obligations for other long-term employee benefits are recognised in profit or loss in the periods in which the changes occur.

The Shire's obligations for long-term employee benefits are presented as non-current provisions in its statement of financial position, except where the Shire does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current provisions.

SHIRE OF PINGELLY
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2027

4. RECONCILIATION OF CASH

(a) Reconciliation of cash

For the purposes of the Statement of Cash Flows, cash includes cash and cash equivalents, net of outstanding bank overdrafts. Estimated cash at the end of the reporting period is as follows:

	Note	2026/27 Budget	2025/26 Actual	2025/26 Budget
Cash and cash equivalents		\$ 1,329,147	\$ 3,582,752	\$ 1,386,716
Restrictions				
The following classes of financial assets have restrictions imposed by regulations or other externally imposed requirements which limit or direct the purpose for which the resources may be used:				
Cash and cash equivalents		1,457,328	1,533,701	985,549
Restricted financial assets at amortised cost - term deposits		59,715	59,715	
		1,517,043	1,593,416	985,549
The restricted financial assets are a result of the following specific purposes to which the assets may be used:				
Reserve accounts	9	927,281	1,003,654	985,549
Contract liabilities		364,023	364,023	
Capital grant/contributions liabilities		225,739	225,739	
Total restricted financial assets		1,517,043	1,593,416	985,549
(b) Reconciliation of net cash provided by operating activities				
Net result		(2,200,391)	(489,166)	(1,530,357)
Non-cash items:				
Depreciation	6	3,360,000	3,358,950	3,303,900
(Profit)/loss on sale of assets	5	(50,478)	(15,043)	522
Changes in assets and liabilities:				
Decrease in receivables		0	307,492	
(Increase) in inventories		0	(36,410)	
Decrease in trade and other payables		0	7,658	
Decrease in contract liabilities		0	69,906	
Decrease in capital grant/contributions liabilities		0	161,199	
Decrease in employee related provisions		0	14,436	
Capital grants, subsidies and contributions		(1,803,673)	(1,257,528)	
Net cash provided by/(used in) operating activities		(694,542)	2,121,494	1,774,065

MATERIAL ACCOUNTING POLICES

CASH AND CASH EQUIVALENTS

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks, other short term highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

Term deposits are presented as cash equivalents if they have a maturity of three months or less from the date of acquisition and are repayable with 24 hours notice with no loss of interest.

Bank overdrafts are shown as short term borrowings in current liabilities in Note 3 - Net Current Assets.

FINANCIAL ASSETS AT AMORTISED COST

The Shire 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.

Interest received is presented under cashflows from operating activities in the Statement of Cash Flows where it is earned from financial assets that are held for cash management purposes.

5. PROPERTY, PLANT AND EQUIPMENT

	2026/27 Budget							2025/26 Actual							2025/26 Budget						
	Transfer to non-current assets classified as held for sale							Transfer to non-current assets classified as held for sale							Transfer to non-current assets classified as held for sale						
	Additions	In-kind Additions	Disposals - Net Book Value	Disposals - Sale Proceeds	Disposals - Profit	Disposals - Loss		Additions	In-kind Additions	Disposals - Net Book Value	Disposals - Sale Proceeds	Disposals - Profit	Disposals - Loss		Additions	In-kind Additions	Disposals - Net Book Value	Disposals - Sale Proceeds	Disposals - Profit	Disposals - Loss	
(a) Property, Plant and Equipment	\$	\$	\$	\$	\$	\$		\$	\$	\$	\$	\$	\$		\$	\$	\$	\$	\$	\$	
Buildings - non-specialised						0							0		412,000						0
Buildings - specialised	913,120		(54,000)	120,000	66,000	0		319,770					0		0						0
Furniture and equipment						0		34,267					0		46,350						0
Plant and equipment	253,315		(60,979)	45,457	3,000	(18,522)		406,492		0	15,042	15,042	0		720,000		(61,022)	60,500	18,000	(18,522)	
Total	1,166,435	0	(114,979)	0	165,457	69,000	(18,522)	760,529	0	0	0	15,042	15,042	0	1,178,350	0	(61,022)	0	60,500	18,000	(18,522)
(b) Infrastructure																					
Infrastructure - roads	1,578,369					0		1,058,060					0		1,817,433						0
Infrastructure - footpaths	35,000					0							0		10,000						0
Infrastructure - Kerbs and drainage	200,000					0							0								0
Infrastructure -Parks and Ovals	222,745					0		307,055					0								0
Infrastructure - Other	50,841					0		2,425					0		407,349						0
Other infrastructure						0							0		70,000						0
Total	2,086,955	0	0	0	0	0	0	1,367,540	0	0	0	0	0	0	2,304,782	0	0	0	0	0	0
Total	3,253,390	0	(114,979)	0	165,457	69,000	(18,522)	2,128,069	0	0	0	15,042	15,042	0	3,483,132	0	(61,022)	0	60,500	18,000	(18,522)

MATERIAL ACCOUNTING POLICIES

RECOGNITION OF ASSETS

Assets for which the fair value as at the date of acquisition is under \$5,000 are not recognised as an asset in accordance with *Financial Management Regulation 17A (5)*. These assets are expensed immediately.

Where multiple individual low value assets are purchased together as part of a larger asset or collectively forming a larger asset exceeding the threshold, the individual assets are recognised as one asset and capitalised.

GAINS AND LOSSES ON DISPOSAL

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains and losses are included in profit or loss in the period which they arise.

SHIRE OF PINGELLY
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2027

6. DEPRECIATION

By Class

Buildings - non-specialised
Buildings - specialised
Furniture and equipment
Plant and equipment
Infrastructure - roads
Infrastructure - footpaths
Infrastructure - Kerbs and drainage
Other infrastructure
Infrastructure Bridges
Right of use - plant and equipment
Right of use - furniture and fittings

By Program

Governance
Law, order, public safety
Education and welfare
Community amenities
Recreation and culture
Transport
Economic services
Other property and services

2026/27 Budget	2025/26 Actual	2025/26 Budget
\$	\$	\$
16,832	16,827	16,551
388,656	388,535	382,167
9,744	9,741	9,581
428,343	428,209	421,191
1,525,705	1,525,228	1,500,231
45,539	45,525	44,779
148,748	148,701	146,264
505,170	505,012	496,735
243,683	243,606	239,614
29,897	29,888	29,398
17,684	17,679	17,389
3,360,000	3,358,950	3,303,900
83,577	83,551	85,459
214,762	214,695	194,226
45,724	45,710	30,353
22,414	22,407	30,719
640,589	640,389	661,163
2,104,374	2,103,716	2,073,334
50,169	50,153	66,926
198,391	198,329	161,720
3,360,000	3,358,950	3,303,900

MATERIAL ACCOUNTING POLICIES

DEPRECIATION

The depreciable amount of all fixed assets including buildings but excluding freehold land, are depreciated on a straight-line basis over the individual asset's useful life from the time the asset is held ready for use. Leasehold improvements are depreciated over the shorter of either the unexpired period of the lease or the estimated useful life of the improvements.

The assets residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period.

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Major depreciation periods used for each class of depreciable asset are:

Buildings - non-specialised
Buildings - specialised
Furniture and equipment
Plant and equipment
Infrastructure - roads
Infrastructure - footpaths
Infrastructure - Kerbs and drainage
Other infrastructure
Infrastructure Bridges
Right of use - plant and equipment
Right of use - furniture and fittings

Based on the remaining lease

AMORTISATION

The depreciable amount of all intangible assets with a finite useful life, are depreciated on a straight-line basis over the individual asset's useful life from the time the asset is held for use.

The assets residual value of intangible assets is considered to be zero and useful live and amortisation method are reviewed at the end of each financial year.

Amortisation is included within Depreciation on non-current assets in the Statement of Comprehensive Income.

SHIRE OF PINGELLY
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2027

7. LEASE LIABILITIES

Purpose	Lease Number	Institution	Lease Interest Rate	Lease Term	Budget Lease Principal	2026/27 Budget New Leases	2026/27 Budget Lease Principal Repayments	Budget Lease Principal outstanding 30 June 2027	2026/27 Budget Lease Interest Repayments	Actual Principal	2025/26 Actual New Leases	2025/26 Actual Lease Principal repayments	Actual Lease Principal outstanding 30 June 2026	2025/26 Actual Lease Interest repayments	Budget Principal	2025/26 Budget New Leases	2025/26 Budget Lease Principal repayments	Budget Lease Principal outstanding 30 June 2026	2025/26 Budget Lease Interest repayments
					1 July 2026	\$	\$	\$	\$	1 July 2025	\$	\$	\$	\$	\$	\$	\$	\$	\$
Photocopier	001	Classic Funding	3.0%	5	2,262		(2,262)	0	(100)	6,005		(3,743)	2,262	(265)	6,005		(4,008)	1,997	(265)
Computer Server	002	Vestone Capital	5.4%	5	0			0		5,048		(5,048)	0	(96)	5,048		(5,144)	(96)	(96)
CCTV Server	005	Vestone Capital	6.0%	5	(0)			(0)		3,538		(3,538)	(0)	(107)	3,538		(3,645)	(107)	(107)
Motor Grader	004	Vestone Capital	3.1%	5	0			0		44,035		(44,035)	0	(512)	44,035		(44,548)	(513)	(512)
Loader	007	Vestone Capital	8.1%	5	19,934		(19,934)	0	(1,008)	38,487		(18,553)	19,934	(2,390)	38,487		(20,944)	17,543	(2,390)
					22,196	0	(22,196)	(0)	(1,108)	97,113	0	(74,917)	22,196	(3,370)	97,113	0	(78,289)	18,824	(3,370)

MATERIAL ACCOUNTING POLICIES

LEASES

At the inception of a contract, the Shire assesses whether the contract is, or contains, a lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

At the commencement date, a right-of-use asset is recognised at cost and a lease liability at the present value of the lease payments that are not paid at that date. The lease payments are discounted using the interest rate implicit in the lease, if that rate can be readily determined. If that rate cannot be readily determined, the Shire uses its incremental borrowing rate.

LEASE LIABILITIES

The present value of future lease payments not paid at the reporting date discounted using the incremental borrowing rate where the implicit interest rate in the lease is not readily determined.

SHIRE OF PINGELLY
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2027

8. BORROWINGS

(a) Borrowing repayments

Movement in borrowings and interest between the beginning and the end of the current financial year.

Purpose	Loan Number	Institution	Interest Rate	Budget Principal 1 July 2026	2026/27 Budget New Loans	2026/27 Budget Principal Repayments	Budget Principal outstanding 30 June 2027	2026/27 Budget Interest Repayments	Actual Principal 1 July 2025	2025/26 Actual New Loans	2025/26 Actual Principal Repayments	Actual Principal outstanding 30 June 2026	2025/26 Actual Interest Repayments	Budget Principal 1 July 2025	2025/26 Budget New Loans	2025/26 Budget Principal Repayments	Budget Principal outstanding 30 June 2026	2025/26 Budget Interest Repayments
				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Recreation Centre	123	WATC	4.2%	1,382,671		(129,298)	1,253,373	(56,864)	1,506,692		(124,021)	1,382,671	(62,140)	1,506,692		(124,021)	1,382,671	(62,140)
Plant & Equipment	124	WATC	4.8%	361,479		(97,610)	263,869	(15,155)	454,848		(93,369)	361,479	(19,396)	454,848		(93,369)	361,479	(19,397)
				1,744,150	0	(226,908)	1,517,242	(72,019)	1,961,540	0	(217,390)	1,744,150	(81,536)	1,961,540	0	(217,390)	1,744,150	(81,537)
Self Supporting Loans																		
Education & Welfare	120	WATC	6.5%	25,699	0	(25,699)	0	(1,254)	49,813	0	(24,114)	25,699	(2,840)	49,813	0	(25,699)	24,114	(2,839)
				25,699	0	(25,699)	0	(1,254)	49,813	0	(24,114)	25,699	(2,840)	49,813	0	(25,699)	24,114	(2,839)
				1,769,849	0	(252,607)	1,517,242	(73,273)	2,011,353	0	(241,504)	1,769,849	(84,376)	2,011,353	0	(243,089)	1,768,264	(84,376)

All borrowing repayments, other than self supporting loans, will be financed by general purpose revenue.
The self supporting loan(s) repayment will be fully reimbursed.

SHIRE OF PINGELLY
 NOTES TO AND FORMING PART OF THE BUDGET
 FOR THE YEAR ENDED 30 JUNE 2027

8. BORROWINGS (CONTINUED)

(b) New borrowings - 2026/27

The Shire does not intend to undertake any new borrowings for the year ended 30th June 2027

(c) Unspent borrowings

The Shire had no unspent borrowing funds as at 30th June 2026 nor is it expected to have unspent borrowing funds as at 30th June 2027.

(d) Credit Facilities

	2026/27 Budget	2025/26 Actual	2025/26 Budget
	\$	\$	\$
Undrawn borrowing facilities			
credit standby arrangements			
Bank overdraft limit	500,000	500,000	500,000
Bank overdraft at balance date	0	0	0
Credit card limit	20,000	20,000	20,000
Credit card balance at balance date		8,886	
Total amount of credit unused	520,000	528,886	520,000
Loan facilities			
Loan facilities in use at balance date	1,517,242	1,769,849	1,768,264

MATERIAL ACCOUNTING POLICIES

BORROWING COSTS

The Shire has elected to recognise borrowing costs as an expense when incurred regardless of how the borrowings are applied.

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.

Borrowings fair values are based on discounted cash flows using a current borrowing rate.

SHIRE OF PINGELLY
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2027

9. RESERVE ACCOUNTS

(a) Reserve Accounts - Movement

	2026/27 Budget				2025/26 Actual				2025/26 Budget			
	Opening Balance	Transfer to	Transfer (from)	Closing Balance	Opening Balance	Transfer to	Transfer (from)	Closing Balance	Opening Balance	Transfer to	Transfer (from)	Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Restricted by council												
(a) Leave Reserve	208,261	6,165		214,426	201,805	6,456		208,261	201,805	3,260	0	205,065
(b) Plant Reserve	236,680	27,988	(85,000)	179,668	229,343	7,337		236,680	229,344	3,705	0	233,049
(c) Buildings Reserve	148,626	24,300		172,926	386,270	12,356	(250,000)	148,626	386,269	6,240	(250,000)	142,509
(d) Land Development Reserve (was Community Bus Reserve)	86,753	2,550		89,303	126,700	4,053	(44,000)	86,753	126,700	2,045	(44,000)	84,745
(e) Swimming Pool Reserve	134,139	3,971	(82,000)	56,110	129,981	4,158		134,139	129,981	2,100	0	132,081
(f) Electronic Equipment Reserve	81,665	2,417		84,082	79,134	2,531		81,665	79,133	1,278	0	80,411
(g) Tutanning Nature Reserve	3,880	115		3,995	3,760	120		3,880	3,760	61	0	3,821
(h) Wheatbelt Secondary Freight Network	43,608	1,291		44,899	42,256	1,352		43,608	42,257	683	0	42,940
(i) Refuse Site Rehabilitation	19,402	574		19,976	18,801	601		19,402	18,801	304	0	19,105
(j) PRACC Facility Reserve	40,640	21,256		61,896	20,000	20,640		40,640	20,000	21,823	0	41,823
	1,003,654	90,627	(167,000)	927,281	1,238,050	59,604	(294,000)	1,003,654	1,238,050	41,499	(294,000)	985,549

(b) Reserve Accounts - Purposes

In accordance with Council resolutions in relation to each reserve account, the purpose for which the reserves are set aside are as follows:

Reserve name	Anticipated date of use	Purpose of the reserve
Restricted by legislation		
Restricted by council		
(a) Leave Reserve	Ongoing	to fund annual and long service leave requirements
(b) Plant Reserve	Ongoing	for the purchase of major plant
(c) Buildings Reserve	Ongoing	to fund the renovation/purchase of Shire of Pingelly buildings and recreation infrastructure
(d) Land Development Reserve (was Community Bus Reserve)	Ongoing	to fund land development
(e) Swimming Pool Reserve	Ongoing	to fund the upgrading of the swimming pool complex
(f) Electronic Equipment Reserve	Ongoing	to fund the purchase of information technology hardware and software equipment
(g) Tutanning Nature Reserve	Ongoing	for the operations, improvements and promotion of the Tutanning Nature reserve
(h) Wheatbelt Secondary Freight Network	Ongoing	for the Shire of Pingelly's contribution for infrastructure renewal for the future Wheatbelt Secondary Freight Network capital renewal
(i) Refuse Site Rehabilitation	Ongoing	to facilitate the rehabilitation/closure of the town refuse site
(j) PRACC Facility Reserve	Ongoing	to fund the maintenance of the PRACC building

SHIRE OF PINGELLY
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2027

10. OTHER INFORMATION

The net result includes as revenues

(a) Interest earnings

	2026/27 Budget	2025/26 Actual	2025/26 Budget
	\$	\$	\$
Investments	59,645	57,236	85,000
ESL and Pensioner deferred	3,668	517	3,500
SSL Interest	1,254	2,838	2,839
Other interest revenue	17,799	20,823	16,500
	82,366	81,414	107,839

* The Shire has resolved to charge interest under section 6.13 for the late payment of any amount of money at 5%.

The net result includes as expenses

(b) Auditors remuneration

Audit services	45,000	46,798	42,500
Other services			2,500
	45,000	46,798	45,000

(c) Interest expenses (finance costs)

Borrowings (refer Note 8(a))	73,273	84,376	84,376
Interest on lease liabilities (refer Note 7)	1,108	3,370	3,370
	74,381	87,746	87,746

SHIRE OF PINGELLY
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2027

11. COUNCIL MEMBERS REMUNERATION

	2026/27 Budget	2025/26 Actual	2025/26 Budget
	\$	\$	\$
President			
President's allowance	1,545		1,545
Meeting attendance fees	11,000		11,000
ICT expenses	100		100
	12,645	0	12,645
Deputy President			
Deputy President's allowance	386		386
Meeting attendance fees	5,150		5,150
	5,536	0	5,536
Council member 3			
Meeting attendance fees	4,740		4,740
	4,740	0	4,740
Council member 4			
Meeting attendance fees	4,740		4,740
	4,740	0	4,740
Council member 5			
Meeting attendance fees	4,740		4,740
	4,740	0	4,740
Council member 6			
Meeting attendance fees	4,740		4,740
	4,740	0	4,740
Council member 7			
Meeting attendance fees	4,740		4,740
	4,740	0	4,740
Total Council Member Remuneration	41,881	0	41,881
President's allowance	1,545	0	1,545
Deputy President's allowance	386	0	386
Meeting attendance fees	39,850	0	39,850
ICT expenses	100	0	100
	41,881	0	41,881

SHIRE OF PINGELLY
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2027

12. TRUST FUNDS

Funds held at balance date which are required by legislation to be credited to the trust fund and which are not included in the financial statements are as follows:

Detail	Balance 30 June 2026	Estimated amounts received	Estimated amounts paid	Estimated balance 30 June 2027
	\$	\$	\$	\$
	22,780	2,000	(1,000)	23,780
	22,780	2,000	(1,000)	23,780

SHIRE OF PINGELLY
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2027

13. REVENUE AND EXPENDITURE

(a) Revenue and Expenditure Classification

REVENUES

RATES

All rates levied under the *Local Government Act 1995*. Includes general, differential, specific area rates, minimum payment, interim rates, back rates, ex-gratia rates, less discounts offered.

Exclude administration fees, interest on instalments, interest on arrears, service charges and sewerage rates.

GRANTS, SUBSIDIES AND CONTRIBUTIONS

All amounts received as grants, subsidies and contributions that are not capital grants.

CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Amounts received specifically for the acquisition, construction of new or the upgrading of non-current assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

REVENUE FROM CONTRACTS WITH CUSTOMERS

Revenue from contracts with customers is recognised when the local government satisfies its performance obligations under the contract.

FEES AND CHARGES

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees.

Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

SERVICE CHARGES

Service charges imposed under *Division 6 of Part 6 of the Local Government Act 1995*. Regulation 54 of the *Local Government (Financial Management) Regulations 1996* identifies the charges which can be raised. These are television and radio broadcasting, underground electricity and neighbourhood surveillance services and water.

Exclude rubbish removal charges which should not be classified as a service charge. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

INTEREST REVENUE

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

OTHER REVENUE

Other revenue, which cannot be classified under the above headings, includes dividends, discounts, rebates etc.

PROFIT ON ASSET DISPOSAL

Gain on the disposal of assets including gains on the disposal of long-term investments.

EXPENSES

EMPLOYEE COSTS

All costs associated with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

Note: *AASB 119 Employee Benefits* provides a definition of employee benefits which should be considered.

MATERIALS AND CONTRACTS

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses (such as telephone and internet charges), advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc.

Local governments may wish to disclose more detail such as contract services, consultancy, information technology and rental or lease expenditures.

UTILITIES (GAS, ELECTRICITY, WATER)

Expenditures made to the respective agencies for the provision of power, gas or water.

Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

INSURANCE

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

LOSS ON ASSET DISPOSAL

Loss on the disposal of fixed assets.

DEPRECIATION ON NON-CURRENT ASSETS

Depreciation and amortisation expenses raised on all classes of assets.

FINANCE COSTS

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

OTHER EXPENDITURE

Statutory fees, taxes, provision for bad debts, member's fees or levies including DFES levy and State taxes. Donations and subsidies made to community groups.

**SHIRE OF PINGELLY
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2027**

13. REVENUE AND EXPENDITURE (CONTINUED)

(b) Revenue Recognition

Recognition of revenue from contracts with customers is dependant on the source of revenue and the associated terms and conditions associated with each source of revenue and recognised as follows:

Revenue Category	Nature of goods and services	When obligations typically satisfied	Payment terms	Returns/Refunds/Warranties	Determination of transaction price	Allocating transaction price	Measuring obligations for returns	Timing of Revenue recognition
Grant contracts with customers	Community events, minor facilities, research, design, planning evaluation and services	Over time	Fixed terms transfer of funds based on agreed milestones and reporting	Contract obligation if project not complete	Set by mutual agreement with the customer	Based on the progress of works to match performance obligations	Returns limited to repayment of transaction price of terms breached	Output method based on project milestones and/or completion date matched to performance obligations as inputs are shared
Licences/ Registrations/ Approvals	Building, planning, development and animal management, having the same nature as a licence regardless of naming.	Single point in time	Full payment prior to issue	None	Set by State legislation or limited by legislation to the cost of provision	Based on timing of issue of the associated rights	No refunds	On payment and issue of the licence, registration or approval
Waste management entry fees	Waste treatment, recycling and disposal service at disposal sites	Single point in time	Payment in advance at gate or on normal trading terms if credit provided	None	Adopted by council annually	Based on timing of entry to facility	Not applicable	On entry to facility
Airport landing charges	Permission to use facilities and runway	Single point in time	Monthly in arrears	None	Adopted by council annually	Applied fully on timing of landing/take-off	Not applicable	On landing/departure event
Fees and charges for other goods and services	Cemetery services, library fees, reinstatements and private works	Single point in time	Payment in full in advance	None	Adopted by council annually	Applied fully based on timing of provision	Not applicable	Output method based on provision of service or completion of works
Sale of stock	Aviation fuel, kiosk and visitor centre stock	Single point in time	In full in advance, on 15 day credit	Refund for faulty goods	Adopted by council annually, set by mutual agreement	Applied fully based on timing of provision	Returns limited to repayment of transaction price	Output method based on goods

SHIRE OF PINGELLY
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2027

14. PROGRAM INFORMATION

Key Terms and Definitions - Reporting Programs

In order to discharge its responsibilities to the community, Council has developed a set of operational and financial objectives. These objectives have been established both on an overall basis, reflected by the Shire's Community Vision, and for each of its broad activities/programs.

OBJECTIVE

Effective leadership and Governance.

A financially sustainable Shire.

A safe community.

Health and family support services that are accessible and meet the needs of the community.

Quality of life for the aged and disables.
 Development and participation of young people.

Appropriate development which is diverse in nature and protects local heritage.

Access to recreation, sporting and leisure opportunities.

Safe and reliable transport infrastructure.

Support the promotion and marketing of local businesses and tourism initiatives.

Provide support services for works and plant operations.

ACTIVITIES

Administration and operation of facilities and services to members of Council: other costs that relate to the tasks of assisting elected members and ratepayers on matters which do not concern specific Council services

Rates, general purpose government grants and interest revenue.

Fire prevention, animal control and assistance to emergency services.

Food quality control, provision of doctor services.

Maintenance of a daycare centre and assistance to the provision of aged care accommodation.

Rubbish and recyclables collection and disposal services, operation of the refuse site, administration of the town planning scheme, maintenance of the cemetery, maintenance of the public toilets and maintenance of the storm water drainage.

Maintenance of the Town Hall, Pingelly Recreation and Cultural Centre, recreation ground, swimming pool complex, reserves, operation of the library together with support of cultural events.

Construction and maintenance of streets, roads, bridges, cleaning and lighting of streets and depot maintenance.

The regulation and provision of building control, control of noxious weeds and vermin, standpipe water supplies and area promotion.

Private works operations, plant repairs and operation costs.

SHIRE OF PINGELLY
NOTES TO AND FORMING PART OF THE BUDGET
FOR THE YEAR ENDED 30 JUNE 2027

15. FEES AND CHARGES

	2026/27 Budget	2025/26 Actual	2025/26 Budget
	\$	\$	\$
By Program:			
Governance	34,700	47,319	58,710
General purpose funding	10,879	12,548	9,200
Law, order, public safety	5,100	4,362	8,350
Health	3,000	3,056	2,700
Education and welfare	0	0	
Housing	0	0	
Community amenities	258,100	263,516	262,400
Recreation and culture	18,500	17,144	19,000
Transport	0	0	
Economic services	97,500	98,020	75,500
Other property and services	26,969	12,711	2,500
	454,747	458,676	438,360

The subsequent pages detail the fees and charges proposed to be imposed by the local government.

SHIRE OF PINGELLY PROPOSED FEES AND CHARGES 2026/27						
Account Code	Statutory / Council	Particulars	2025/2026	GST	2025/2026	2026/2027
SCHEDULE 4 - GOVERNANCE						
		Statutory Documents No GST				
		Other Customers Incl GST				
PHOTOCOPYING FEES						
104710	C	A3 (single sided) – Colour	\$3.18	\$0.32	\$3.50	\$3.50
104710	C	A3 (double sided) – Colour	\$3.64	\$0.36	\$4.00	\$4.00
104710	C	A4 (single sided) – Colour	\$1.82	\$0.18	\$2.00	\$2.00
104710	C	A4 (double sided) – Colour	\$2.73	\$0.27	\$3.00	\$3.00
104710	C	A3 (single sided) - Black	\$1.36	\$0.14	\$1.50	\$1.50
104710	C	A3 (double sided) - Black	\$1.82	\$0.18	\$2.00	\$2.00
104710	C	A4 (single sided) - Black	\$0.91	\$0.09	\$1.00	\$1.00
104710	C	A4 (double sided) - Black	\$1.36	\$0.14	\$1.50	\$1.50
104170	C	Sending Email:	\$1.36	\$0.14	\$1.50	\$1.50
104710	C	Policy Manual	Cost of production	N	Cost of production	Cost of production
104710	C	Council Agendas & Minutes	Cost of production	N	Cost of production	Cost of production
104710	C	Laminating A3	\$4.55	\$0.45	\$5.00	\$5.00
104710	C	Laminating A4	\$2.27	\$0.23	\$2.50	\$2.50
104710	C	Community Service Groups (at CEO discretion)	50% Rebate	At Cost	50% Rebate	50% Rebate
ADMINISTRATION FEES						
104780	C	Safety deposit packets	\$74.55	\$7.45	\$82.00	\$85.00
104710	C	Dishonoured cheque fee	At Cost	Yes	At Cost	At Cost
104710	C	Bendigo Bank trace fee	At Cost	N	At Cost	At Cost
104710	C	FER - Fee for issuing a Final Demand	\$26.00	N	\$26.00	\$28.00
104710	C	Credit Card transaction fees (1.1% of transaction value) cost recovery	1.1%	Yes	1.1%	1.1%
RATES						
104630	C	Rates & requisitions enquiry fee (settlement agents) (EAS)	\$145.45	\$14.55	\$160.00	\$170.00
103100	S	Rates instalment fee per instalment (first instalment No charge) FM Reg 67	\$10.00	N	\$10.00	\$10.00
104710	C	Request for copies of old rates notices (not current year) per notice.	\$20.00	N	\$20.00	\$22.00
104710	C	Electoral Roll	Cost of production	N	Cost of Production	Cost of Production
104710	C	Copy of Rate Book	Cost of production	N	Cost of production	Cost of production

103120	S	Rate penalty interest charge for late payment			11%	11%
103120	S	Rate installment interest charge			5.5%	5.5%
104630	C	Debt recovery - debt clearance letter	\$31.82	\$3.18	\$35.00	\$38.00
104710	C	Recovery of legal fees (Rates and Debtors)	At Cost	Yes	At Cost	At Cost
PROFESSIONAL SERVICES (hourly rate)						
		Note that this excludes all professional consultancy fees for building services, which are applied in accordance with the fees outlined in that section.		Fee for service		
104800	C	Chief Executive Officer	\$263.64	\$26.36	\$290.00	\$305.00
104800	C	Director / Project Manager	\$204.55	\$20.45	\$225.00	\$235.00
104800	C	Supervisor	\$181.82	\$18.18	\$200.00	\$210.00
104800	C	Team Leader	\$168.18	\$16.82	\$185.00	\$195.00
104800	C	Senior Officer / Plant Operator	\$150.00	\$15.00	\$165.00	\$175.00
104800	C	Officer / Labourer	\$59.09	\$5.91	\$65.00	\$70.00
104800	C	Ranger (includes travel for call outs)	\$163.64	\$16.36	\$180.00	\$190.00
Account Code	Statutory / Council	Particulars	2025/2026	GST	2025/2026	
FREEDOM OF INFORMATION ACT 1992 CHARGES						
		<i>Statutory – Freedom of Information Regulations 1993 Sch 1</i>				
N/A	S	No fee to access application relating to personal information and amendment of personal information	Free	N	Free	Free
104840	S	Application fee for other application (non-personal)	\$30.00	N	\$30.00	\$30.00
104840	S	Fees applicable for internal or external reviews	\$30.00	N	\$30.00	\$30.00
104840	S	Charge for time taken by staff dealing with the application – per hour or pro rata for a part of an hour	\$30.00	N	\$30.00	\$30.00
104710	S	Charge for photocopying – per hour or pro rata for a part of an hour of staff time	\$30.00 plus photocopy charges	N	\$30.00 plus photocopy charges	\$30.00 plus photocopy charges
104710	S	Charge for photocopying – per page copy	\$0.20	N	\$0.20	\$0.20
104710	S	Charge for time taken by staff transcribing information from a tape or other device – per hour or pro rata for part of an hour	\$30.00	N	\$30.00	\$30.00
104710	S	Charge for duplicating tape, film or computer information	Actual Cost	Actual Cost	Actual Cost	Actual Cost

104750	S	Charge for delivery, packaging and postage	Actual Cost	Actual Cost	Actual Cost	Actual Cost
SCHEDULE 5 - LAW, ORDER AND PUBLIC SAFETY						
PHOTOCOPYING FEES						
		Fire Maps:				
105590	C	A3	\$9.09	\$0.91	\$10.00	\$10.00
105590	C	A4	\$4.55	\$0.45	\$5.00	\$5.00
105590	C	Binding – Spiral (each)	\$4.55	\$0.45	\$5.00	\$5.00
		ANIMAL CONTROL - DOG REGISTRATION LICENSE FEES				
		Statutory – Dog Act 1976 - Dog Regulations 2013				
105810	S	1 year – Unsterilised	\$50.00	N	\$50.00	\$50.00
105810	S	1 year – Sterilised	\$20.00	N	\$20.00	\$20.00
105810	S	3 years – Unsterilised	\$120.00	N	\$120.00	\$120.00
105810	S	3 years – Sterilised	\$42.50	N	\$42.50	\$42.50
105810	S	Lifetime - Unsterilised - No refund for death of dog for any time period	\$250.00	N	\$250.00	\$250.00
105810	S	Lifetime - Sterilised - No refund for death of dog for any time period	\$100.00	N	\$100.00	\$100.00
105810	S	Working Dog (A dog used for droving or caring for stock)	¼ of Registration Fee	N	¼ of Registration Fee	¼ of Registration Fee
105810	S	Pensioner Concession (A person issued with a Pensioner Health Benefit Card ie Aged, Invalid, Widowed or Carers Pension)	½ of Registration Fee	N	½ of Registration Fee	½ of Registration Fee
		1. All Registrations expire on 31 October each year				
		2. Registrations paid after 31 May are discounted by 50%				
105810	C	Application Fee for exemption for more than two dogs	\$100.00	\$10.00	\$110.00	\$115.00
		DOG IMPOUND FEES				
		Statutory – Dog Act 1976 - Dog Regulations 2013				
105820	C	Seizure of Dog (registered and unregistered)	\$98.18	\$9.82	\$108.00	\$115.00
105820	C	Sustenance of a dog per day impounded	\$20.00	\$2.00	\$22.00	\$24.00
105870	C	Disposal/Destruction of dog	\$113.64	\$11.36	\$125.00	\$260.00
Account Code	Statutory / Council	Particulars	2025/2026	GST	2025/2026	
CAT REGISTRATION FEES						
		Statutory - Cat Act 2011- Cat Regulations 2012				

105830	S	Annual registration of a cat, unless concessional fees are applicable	\$20.00	N	\$20.00	\$20.00
105830	S	3 year registration period	\$42.50	N	\$42.50	\$42.50
105830	S	3 year registration period - Pensioners	\$21.25	N	\$21.25	\$21.25
105830	S	Lifetime registration period	\$100.00	N	\$100.00	\$100.00
105830	S	Lifetime registration period - Pensioners	\$50.00	N	\$50.00	\$50.00
105830	S	Registration after 31 May in any year, for that registration year	50% of fee payable otherwise	N	50% of fee payable otherwise	50% of fee payable otherwise
105830	S	Annual registration for approval or renewal of approval to breed cats (per cat)	\$100.00	N	\$100.00	\$100.00
105830	C	Application for exemption for more than two cats - non transferable	\$0.00	\$0.00	Free	Free
CAT IMPOUND FEES						
		Statutory - Cat Act 2011- Cat Regulations 2012				
105850	C	Seizure of cat	\$95.45	\$9.55	\$105.00	\$115.00
105850	C	Sustenance of a cat per day impounded	\$18.18	\$1.82	\$20.00	\$24.00
105850	C	Disposal/Destruction of cat	\$113.64	\$11.36	\$125.00	\$130.00
VEHICLE IMPOUNDMENT						
105860	C	Impoundment of vehicle (plus collection and recovery costs)	\$150.00	\$15.00	\$165.00	\$175.00
105860	C	Collection of vehicle for impoundment	POA	Yes	POA	POA
105860	C	Recovery by third party	At cost	Yes	At Cost	At Cost
OTHER APPLICATIONS <i>Activities in Thoroughfares and Public Places and Trading Local Law 2003</i> COMMERCIAL STALL HOLDERS PERMIT (EACH)						
114840	S	Commercial Stall Holders Permit - Time and date authorised by CEO	Free	N	Free	Free
		Statutory - Food Act 2008, Food Regulations 2009				
107500	S	Food Business - Notification (NB: Fees set by LG s140)	\$50.00	N	\$50.00	\$50.00
107500	S	Food Business - Registration & surveillance (NB: Fees set by LG s140)	\$247.00	N	\$247.00	\$247.00
107500	C	Food Surveillance - Inspection per year	\$170.00	N	\$170.00	\$180.00

107500	C	Temporary Food Stall permit (each)	Free	N	Free	Free
107500	C	Repeat/non-compliance inspections per visit (food business)	\$70.00	N	\$70.00	\$75.00
107500	C	Mobile food vendor license permit	Free	N	Free	Free
107500	C	Mobile food vendor (single event)	Free	N	Free	Free
107500	C	Hairdresser inspection fee	\$135.00	N	\$135.00	\$140.00
107500	C	Skin penetration inspection fee	\$135.00	N	\$135.00	\$140.00
107500	C	Skin penetration registration fee	\$135.00	N	\$135.00	\$140.00
		Statutory - Building Act 2011, Building Regulations 2012, Australian Standard AS 1926.1-1993 Part 1: Fencing for swimming pools				
107500	S	Private swimming pool inspection fee (NB: Fee set by Building Commission - <i>Building Regulations 2012 Reg 53</i>) Cost Recovery	\$58.45	N	\$58.45	\$78.00
		Statutory - Health Act 1911 - Health (Treatment of Sewage and Disposal of Effluent and Liquid Waste) Regulations 1974				
107550	S	Septic Tank Application for the approval of an apparatus by local government under regulation 4	\$118.00	N	\$118.00	\$118.00
Account Code	Statutory / Council	Particulars	2025/2026	GST	2025/2026	
		<u>Application for the approval of an apparatus by the Chief Health Officer under regulation 4A -</u>				
107550	S	with a local government report	\$102.00	N	\$102.00	\$102.00
107550	S	without a local government report under regulation 4A(4)	\$110.00	N	\$110.00	\$110.00
107550	S	Fee for the grant of or Issuing of a permit to use an Apparatus under regulation 10(2)	\$118.00	N	\$118.00	\$118.00
		Local Government Act 1995	\$0.00			
107540	C	Seizure of assets fee	\$59.09	\$5.91	\$65.00	\$65.00
107540	C	Daily assets seizure fee	\$13.64	\$1.36	\$15.00	\$15.00

SCHEDULE 10 - COMMUNITY AMENITIES						
TOWN PLANNING FEES						
		Maximum set by <i>Planning and Development Regulations 2009</i> (Part 7 - Local Government Planning Charges) Sch 2				
		1. Determination of development application (other than for an extractive industry) Where the estimated cost of the development is -				
110740	S	a) not more than \$50,000	\$147.00	N	\$147.00	\$147.00
110740	S	b) more than \$50,000 but not more than \$500,000	0.32% of the estimated cost of development	N	0.32% of the estimated cost of development	0.32% of the estimated cost of development
110740	S	c) more than \$500,000 but not more than \$2.5 million	\$1,700+ 0.257% for every \$1.00 in excess of \$500,000	N	\$1,700+ 0.257% for every \$1.00 in excess of \$500,000	\$1,700+ 0.257% for every \$1.00 in excess of \$500,000
110740	S	d) more than \$2.5 million but not more than \$5 million	\$7,161 + 0.206% for every \$1.00 in excess of \$2.5 million	N	\$7,161 + 0.206% for every \$1.00 in excess of \$2.5 million	\$7,161 + 0.206% for every \$1.00 in excess of \$2.5 million
110740	S	e) more than \$5 million but not more than \$21.5 million	\$12,633 + 0.123% for every \$1.00 in	N	\$12,633 + 0.123% for every \$1.00 in excess of \$5 million	\$12,633 + 0.123% for every \$1.00 in excess of \$5 million
110740	S	f) more than \$21.5 million	\$34196.00	N	\$34,196.00	\$34,196.00
110740	S	2. Determine a development application (other than for an extractive industry) where the development has commenced or been carried out	The fee in item 1 plus by the way of penalty, twice that fee	N	The fee in item 1 plus by the way of penalty, twice that fee	The fee in item 1 plus by the way of penalty, twice that fee
110740	S	3. Determination of development application for an extractive industry where the development has not	\$739.00	N	\$739.00	\$739.00
110740	S	4. Determination of development application for an extractive industry where the development has commenced or been carried out	The fee in item 3 plus, by way of penalty, twice that fee	N	The fee in item 3 plus, by way of penalty, twice that fee	The fee in item 3 plus, by way of penalty, twice that fee
		5. Provision of a subdivision clearance -				
110740	S	a) not more than 5 lots	\$73.00 per lot	N	\$73.00 per lot	\$73.00 per lot
110740	S	b) more than 5 lots but not more than 195 lots	\$73.00 per lot for the first 5 lots and then \$35.00 per lot	N	\$73.00 per lot for the first 5 lots and then \$35.00 per lot	\$73.00 per lot for the first 5 lots and then \$35.00 per lot
Account Code	Statutory / Council	Particulars	2025/2026	GST	2025/2026	
110740	S	c) more than 195 lots	\$7393.00	N	\$7,393.00	\$7,393.00

110740	S	6. Determine an initial application for approval of a home occupation where the home occupation has not commenced	\$222.00	N	\$222.00	\$222.00
110740	S	7. Determine an initial application for approval of a home occupation where the home occupation has commenced	The fee in item 6 plus, by way of penalty, twice that fee	N	The fee in item 6 plus, by way of penalty, twice that fee	The fee in item 6 plus, by way of penalty, twice that fee
110740	S	8. Determining the application for the renewal of an approval of a home occupation where the application is made before the approval	\$73.00	N	\$73.00	\$73.00
110740	S	9. Determining the application for the renewal of an approval of a home occupation where the application is made after the approval expires	The fee in item 8 plus, by way of penalty, twice that fee	N	The fee in item 8 plus, by way of penalty, twice that fee	The fee in item 8 plus, by way of penalty, twice that fee
110740	S	10. Determining an application for a change of use or for an alteration or extension or change of a non – conforming use to which item 1 does not apply, where the change or the alteration, extension or	\$295.00	N	\$295.00	\$295.00
110740	S	11. Determining an application for a change of use or for an alteration or extension or change of a non–conforming use to which item 1 does not apply where the change or the alteration extension or change has commenced or been carried out	The fee in item 10 plus, by way of penalty, twice that fee	N	The fee in item 10 plus, by way of penalty, twice that fee	The fee in item 10 plus, by way of penalty, twice that fee
110740	S	Development Assessment Fees <i>Planning and Development (Development Assessment Panels) Regulations 2011 (Regulation 10, 17) Schedule 1 - Fees for Applications</i>	The fee as per this regulation	N	The fee as per this regulation	The fee as per this regulation
110740	S	12. Providing a zoning certificate	\$80.00	N	\$80.00	\$80.00
110740	S	13. Reply to a property settlement questionnaire	\$72.73	\$7.27	\$80.00	\$80.00
110740	C	14. Providing written planning advice	\$81.82	\$8.18	\$90.00	\$95.00
110740	S	Renewal of home occupation permit	\$73.00	N	\$73.00	\$73.00
110740	C	Minor Planning Fee (for Building Under 40m ²)	\$55.00	N	\$55.00	\$55.00

		CEMETERY FEES				
110730	C	Funeral Director's Licence (Annual)	\$130.00	N	\$130.00	\$135.00
NEW	C	Chronicle Fees		Y		POA
110730	C	Single funeral permit	\$70.00	N	\$70.00	\$75.00
110730	C	Application for Monumental Mason's Licence	\$70.00	N	\$70.00	\$75.00
		Grave Digging to depth of 2.1m				
110700	C	Persons 10 years and over Pingelly	\$1272.73	\$127.27	\$1400.00	\$1475.00
110700	C	Child under 10 years Pingelly	\$513.64	\$51.36	\$565.00	\$595.00
110700	C	Oversize Casket	\$209.09	\$20.91	\$230.00	\$240.00
110700	C	* Additional for Moorumbine Cemetery - due to hard digging (rock) Person 10 years and over	POA	POA	POA	POA
110700	C	* Additional for Moorumbine Cemetery - due to hard digging (rock) Child under 10 years	POA	POA	POA	POA
110700	C	Backfill only of grave by Shire staff	\$259.09	\$25.91	\$285.00	\$300.00
110700	C	Fee to hand dig grave by Shire staff	POA	POA	POA	POA
110700	C	Administration fee for burials	POA	POA	POA	POA
110700	C	Grave digging out of Office Hours	POA	POA	POA	POA
		Re-opening				
110700	C	Person 10 years and over * (for second interment)	\$863.64	\$86.36	\$950.00	\$1000.00
110700	C	Child under 10 years * (for second interment)	\$427.27	\$42.73	\$470.00	\$495.00
110700	C	Exhumation fee	\$527.27	\$52.73	\$580.00	\$610.00
		Purchase of grant of right of burial - valid for 25 years				
110700	C	Purchase of grant of right of burial - valid for 25 years	\$185.00	N	\$185.00	\$195.00
Account Code	Statutory / Council	Particulars	2025/2026	GST	2025/2026	
		Niche Wall				
110700	C	Fee for interment of ashes - Wall or Rose Garden	\$131.82	\$13.18	\$145.00	\$155.00
110700	C	Memorial plinth	\$131.82	\$13.18	\$145.00	\$155.00
		Reservation of Niche - valid for 25 years				
110700	C	Single compartment reservation	\$180.00	N	\$180.00	\$190.00
110700	C	Double compartment reservation	\$180.00	N	\$180.00	\$190.00
110700	C	Single niche wall plaque and one standard inscription	POA	POA	POA	POA

110700	C	Standard double	POA	POA	POA	POA
110700	C	Double inscription extra	POA	POA	POA	POA
110700	C	Ashes removal - Exhumation	\$163.64	\$16.36	\$180.00	\$190.00
110700	C	Additional for interment with less than 3 days notice	\$318.18	\$31.82	\$350.00	\$370.00
110700	C	Additional for interment on a weekend, public holiday or Staff RDO	\$427.27	\$42.73	\$470.00	\$495.00
110700	C	Interment of ashes in a grave	\$363.64	\$36.36	\$400.00	\$420.00
110700	C	Permission to erect any monument	\$72.73	\$7.27	\$80.00	\$85.00
110700	C	Erection of a grave number plate	\$72.73	\$7.27	\$80.00	\$85.00
110700	C	Re-instalment of monument, headstone etc. after re-opening	\$363.64	\$36.36	\$400.00	\$420.00
110700	C	Filling of grave by hand (on families' request)	\$363.64	\$36.36	\$400.00	\$420.00
		REFUSE/RUBBISH DISPOSAL/ENVIRONMENT				
		Replacement bin				
110600	C	Rubbish service fees (residential per service per annum). Fee to be charged for all habitable properties	\$372.73	\$37.27	\$410.00	\$430.00
110620	C	Rubbish service fees (commercial/industrial per service per annum)	\$372.73	\$37.27	\$410.00	\$430.00
110660	C	Rubbish Tip Fee For After Hours - Supervised Access	\$118.18	\$11.82	\$130.00	\$135.00
110660	C	Rubbish Tip Fee For After Hours - Unsupervised Access Annual Fee	\$131.82	\$13.18	\$145.00	\$155.00
110660	C	Burial of Hazardous Waste (per m3) (as per licence)	\$168.18	\$16.82	\$185.00	\$195.00
110660	C	Car body belonging to resident	Free		Free	Free
110660	C	Truck body belonging to resident	Free		Free	Free
110660	C	Building Rubble Sorted per m3	\$90.91	\$9.09	\$100.00	\$105.00
110660	C	Building Rubble Unsorted per m3	\$168.18	\$16.82	\$185.00	\$195.00
110660	C	Green Waste - Residents m3	Free		Free	Free
110660	C	Green Waste - Non Residents m3	\$13.64	\$1.36	\$15.00	\$15.00
110660	C	Uncontaminated sand and fill - residents and non residents	Free		Free	Free
110660	C	Septic Waste - m3 (as per landfill licence)	\$31.82	\$3.18	\$35.00	\$35.00

110660	C	Contaminated or unsorted mixed loads m3 (as per landfill licence) - residents and non residents	\$90.91	\$9.09	\$100.00	\$105.00
104800	C	Administration Fee for contaminated mixed Waste loads e.g. Abattoir	\$40.91	\$4.09	\$45.00	\$50.00
104800	C	Administration Fee for other Commercial and Industrial waste loads	POA		POA	POA
110660	C	Mattresses - Resident (non-commercial)	Free	\$0.00	Free	Free
110660	C	Single Mattresses (fee per mattress) - Commercial or non	\$20.00	\$0.00	\$20.00	\$20.00
110660	C	Double Mattresses or larger (fee per mattress) - Commercial or non resident	Free	\$0.00	\$30.00	\$30.00
110660	C	Oil Disposal - Non residential or commercial - per litre	\$4.09	\$0.41	\$4.50	\$5.00
110660	C	Passenger and Motorcycle Tyre	\$5.91	\$0.59	\$6.50	\$6.50
110660	C	Light truck and 4x4 vehicle Tyre	\$9.09	\$0.91	\$10.00	\$10.00
110660	C	Truck Tyre	\$20.91	\$2.09	\$23.00	\$25.00
110660	C	Super single Tyre	\$33.64	\$3.36	\$37.00	\$40.00
110660	C	Tyres with rims will be charged 100% on the cost of the tyre disposal cost	100% additional cost on the cost of tyre		100% additional cost on the cost of tyre	
110660	C	All other tyres as per WA tyre recovery pricing	POA		POA	
Account Code	Statutory / Council	Particulars	2025/2026	GST	2025/2026	
SCHEDULE 11 - RECREATION AND CULTURE						
BUILDING HIRE FEES						
		Shire buildings available for lease are listed on the Shire website www.pingelly.wa.gov.au				
		Playgroup Building 10 Community Place, Pingelly				
108620	C	Playgroups			Free	Free
108620	C	Community Group - Per day	\$45.45	\$4.55	\$50.00	\$50.00
108620	C	Private/Commercial	\$136.36	\$13.64	\$150.00	\$150.00
		Pocket Park				
NEW	C	Pocket Park Toilet Cleanig Fee (30 mins standard)				\$40.00
NEW	C	Pocket Park Toilet Cleanig Fee (additional 15 minutes)				\$30.00
		General Building Hire				

1151/1150/ 1163	C	Shire Building – Major event/function, weddings, wakes, parties, shows etc.	\$227.27	\$22.73	\$250.00	\$250.00
1151/1150/ 1163	C	Local Community Groups <u>Major Event/Function</u> receive a 50% discount on venue hire as approved by CEO.	\$113.64	\$11.36	\$125.00	\$125.00
1151/1150/ 1163	C	Shire Building - Hourly Hire Rate (max 3 hours)	\$13.64	\$1.36	\$15.00	\$15.00
1151/1150/ 1163	C	Shire Building – Minor event/functions displays, exhibitions, other community groups.	\$109.09	\$10.91	\$120.00	\$120.00
1151/1150/ 1163	C	Local Community Groups <u>Minor Event/Function</u> receive a 50% discount on venue hire as approved by CEO (max 3 hours hire)	\$54.55	\$5.45	\$60.00	\$60.00
1165	C	Chair Hire – per item per day (Free for Community Groups) - Note: Until returned to Shire Depot additional hire fee will be charged.	\$1.36	\$0.14	\$1.50	\$2.00
1165	C	Table Hire – per item per day (Free for Community Groups) - Note: Until returned to Shire Depot additional hire fee will be charged.	\$1.36	\$0.14	\$1.50	\$5.00
114760	C	Delivery charge	Refer to Plant Hire Charges - hourly	At Cost	Refer to Plant Hire Charges - hourly	Refer to Plant Hire Charges - hourly
		Events				
SA001/600/ 600	C	Concerts, performing arts events provided by the Shire as authorised by the CEO	CEO to approve event fee	Yes	CEO to approve event fee	CEO to approve event fee
SA001/600/ 600	C	Physical activity programs provided by the Shire are charged as authorised by the CEO	CEO to approve event fee	Yes	CEO to approve event fee	CEO to approve event fee
BUILDING HIRE FEES						
		Bonds (Refundable)				
T7	C	Key, each	\$55.00	Nil	\$55.00	\$60.00
T7	C	Key, maximum (multiple keys)	\$160.00	Nil	\$160.00	\$160.00
T7	C	Cleaning/Damage	\$160.00	Nil	\$160.00	\$160.00
T7	C	Cutlery/Crockery	\$210.00	Nil	\$210.00	\$210.00
T7	C	Liquor - Authorisation must be obtained from CEO (refer below)	\$170.00	Nil	\$170.00	\$180.00

		1. Deposits and hire charges are to be paid when keys are collected unless standing deposit held.				
		2. Claims for credit/refunds will not be considered unless notified by the end of the following month.				
		3. Deposits will be refunded once clearance is given by caretaker, or at close of season as appropriate.				
		4. The hirer of a public building is responsible for the first \$1,000.00 of damage incurred.				
		5. A License from the Clerk of Courts to sell liquor is required if liquor is to be sold or is included in the ticket price for a function.				
		6. Any consumption of liquor must be authorised by the CEO.				
T7	C	7. The CEO may authorise and implement an annual standing bond for community groups for the regular use of facilities and/or equipment.	\$550.00	Nil	\$550.00	\$550.00
RECREATION GROUND HIRE FEES						
1164	C	Pingelly Shears (Shearing Shed Hire)	\$45.45	\$4.55	\$50.00	\$150.00
1164	C	Sheep sale yards and equipment	\$113.64	\$11.36	\$125.00	\$200.00
Account Code	Statutory / Council	Particulars	2025/2026	GST	2025/2026	
TUTANNING & PERCY MARSHALL RESEARCH CENTRE						
1355	C	Per night (up to 4 people)			\$135.00	\$135.00
1355	C	Per night after the 4 people maximum			\$10.00	\$10.00
		No minimum stay required/Descretionary prices will be marketed for specific groups eg: Schools. Camping is allowed on the provisional that the Percy Marshall Research Centre is booked at the required rate, while also complying to the extra people rates. Camping is restricted to environs directly				
EQUIPMENT HIRE FEES						
		Small Animal Trap				
Bonds	C	Bond	\$100.00	Nil	\$100.00	\$40.00
0580	C	Weekly Hire	\$10.00	Nil	\$10.00	\$10.00
		E-Bike / E-Trike				

NEW	C	Bond				\$200.00
PLANT HIRE FEES						
		Community Bus (C Class drivers license required)				
1162	C	Hire (per/km) - plus fuel >175kms Calculate as Full Day	\$0.91	\$0.09	\$1.00	\$0.50
1162	C	Minimum any hire - plus fuel	\$36.36	\$3.64	\$40.00	\$20.00
1162	C	Full Day hire rate - plus fuel	\$181.82	\$18.18	\$200.00	\$150.00
		Note: The hirer has the choice to hire the Community Bus by hiring per km or the full day hire rate if the hire will exceed the minimum any hire rate. The hirer will always be charged the lesser amount.				
1162	C	NB: If the hirer returns the bus not refuelled to full then the Shire will charge the cost of the fuel and staff time including an Administrative fee.	Cost of fuel and time + \$55 admin fees	GST on admin fee and fuel	Cost of fuel and time + Admin fee of \$55	Cost of fuel and time + Admin fee of \$55
1162	C	Cleaning charge for the first half hour	\$68.18	\$6.82	\$75.00	\$40.00
1162	C	Any additional cleaning requirements in addition to the first hour will be charged per 15 minute blocks at the rate of	\$25.45	\$2.55	\$28.00	\$30.00
T7	C	Bond Community only	\$100.00	Nil	\$100.00	\$100.00
T7	C	Bond	\$500.00	Nil	\$500.00	\$500.00
		Note: The hirer of the Community Bus is responsible for the first \$1,000 for any malicious damage caused.				
		Community Bus (C Class drivers license required)				
SWIMMING POOL FEES						
		Entry Fee				
1156	C	Adult (18 years and over)	\$3.18	\$0.32	\$3.50	\$3.70
1156	C	Student (15 years and over)	\$2.27	\$0.23	\$2.50	\$2.70
1156	C	Child (Over 5 to 17 years)	\$2.27	\$0.23	\$2.50	\$2.70

1156	C	Child (under 5 years) Must be accompanied by paying adult)	Free	Free	Free	Free
1156	C	Senior/Pensioner (over 60 years)	\$2.27	\$0.23	\$2.50	\$3.00
1156	C	Family (2 Adults + Max 4 dependent children under 12)	\$9.09	\$0.91	\$10.00	\$11.00
1156	C	Spectators	\$2.27	\$0.23	\$2.50	\$2.70
1156	C	Swimming classes (Vacation Swim Lessons only)	\$2.73	\$0.27	\$3.00	\$3.00
1156	C	Swimming school classes (In Term Ed Dept Lessons only)	N/C	N/C	N/C	N/C
		Free entry school holidays for all users as approved by the CEO				
		No pool entry fees (or usage fees) are to be charged for school swimming carnivals.				
Account Code	Statutory / Council	Particulars	2025/2026	GST	2025/2026	
		<u>Season Tickets</u>				
1157	C	Child	\$23.64	\$2.36	\$26.00	\$30.00
1157	C	Adult	\$52.73	\$5.27	\$58.00	\$60.00
1157	C	Family (2 Adults + Max 4 dependent children under 12)	\$122.73	\$12.27	\$135.00	\$140.00
		<u>Hire of pool (by arrangement)</u>				
1156	C	per hour (minimum 1 hour)	\$136.36	\$13.64	\$150.00	\$160.00
1156	C	maximum (3 hours)	\$386.36	\$38.64	\$425.00	\$450.00
		<u>Hire of Pool Lane (by arrangement)</u>				
1156	C	per hour (minimum 1 hour / maximum 3 hours)	\$3.64	\$0.36	\$4.00	\$5.00
UNSEALED & SEALED ROAD MAINTENANCE CONTRIBUTION						
1226	C	Unsealed Road -This fee will only be applicable when Council has approved conditional business access to an unsealed road. Maintenance agreement with Council is per tonne/per kilometre or part thereof.	\$0.45	\$0.05	\$0.50	POA
1226	C	Sealed Road -This fee will only be applicable when Council has approved conditional business access to a sealed road. Maintenance agreement with Council is per tonne/per kilometre or part thereof.	POA	POA	POA	POA
SCHEDULE 13 - ECONOMIC SERVICES						
PHOTOCOPYING FEES						

1353	C	Building Plan Search Fee (plus photocopy charges)	\$21.00	Nil	\$21.00	\$21.00
BUILDING FEES						
		Statutory - Building Services (Complaint Resolution and Administration) Act 2011 & Regulations 2011				
APPLICATIONS FOR BUILDING / DEMOLITION						
113310	S	Certified - Classes 1 and 10 (of declared value)	0.19% (min \$110.00)	Nil	0.19% (min \$110.00)	0.19% (min \$121.00)
113310	S	Certified - Classes 2 to 9 (of declared value)	0.09% (min \$110.00)	Nil	0.09% (min \$110.00)	0.19% (min \$121.00)
113310	S	Uncertified - Classes 1 and 10 (of declared value) (s.16(1))	0.32% (min \$110.00)	Nil	0.32% (min \$110.00)	0.19% (min \$121.00)
113310	S	Minimum Fee any class	\$110.00	Nil	\$110.00	\$121.00
113310	S	Application for Demolition Permit - Class 1 and 10	\$110.00	Nil	\$110.00	\$121.00
113310	S	Application for Demolition Permit - Class 2 to 9	\$110.00 per storey	Nil	\$110.00 per storey	\$121.00 per storey
113310	S	Application to extend time during which building or demolition permit (s.32(3)(f)) has effect.	\$110.00	Nil	\$110.00	\$121.00
113310	C	Issue of a Certificate of Design Compliance - Class 2 to 9	POA	POA	POA	POA
		Building Services Levy-Dept of Commerce				
102220	S	Building Permit (Over \$45,000)	0.137% of work	Nil	0.137% of work	0.137% of work
102220	S	Building Permit (\$45,000 or less)	\$61.65	Nil	\$61.65	\$61.65
102220	S	Demolition Permit (Over \$45,000)	0.137% of work	Nil	0.137% of work	0.137% of work
102220	S	Demolition Permit (\$45,000 or less)	\$61.65	Nil	\$61.65	\$61.65
102220	S	Occupancy Permit or Building Approval Certificate (s.47, 49, 50 or 52 of Building Act 2011)	\$65.65	Nil	\$65.65	\$65.65
102220	S	Occupancy Permit or Building Approval Certificate for Unauthorised Work (Over \$45,000 (s.51 of Building Act 2011))	0.274% of work value	Nil	0.180% of work value (Min \$110.00)	0.180% of work value (Min \$121.00)
Account Code	Statutory / Council	Particulars	2025/2026	GST	2025/2026	
APPLICATION FOR OCCUPANCY PERMITS / BUILDING APPROVAL						
		Statutory – Building Regulations 2012 Schedule 2 Application for:				

113310	S	Occupancy Permit for a completed building (s.46)	\$110.00	Nil	\$110.00	\$121.00
113310	S	Temporary Occupancy Permit for incomplete building (s.47)	\$110.00	Nil	\$110.00	\$121.00
113310	S	Modification of an Occupancy Permit for additional use of a building on temporary basis (s. 48)	\$110.00	Nil	\$110.00	\$121.00
113310	S	Replacement Occupancy Permit for permanent change of the building's use, classification (s.49)	\$110.00	Nil	\$110.00	\$121.00
113310	S	Occupancy Permit for a building in respect of which unauthorised work has been done (s. 51(2))	0.18% of work value (min. \$121.00)	Nil	0.18% of work value (min. \$110.00)	0.18% of work value (min. \$121.00)
113310	S	Building Approval Certificate for a building in respect of which unauthorised work has been done (s.51(3))	0.38% of work value (min. \$121.00)	Nil	0.38% of work value (min. \$110.00)	0.38% of work value (min. \$121.00)
113310	S	Replacement Occupancy Permit for an existing building (s.52(1))	\$110.00	Nil	\$110.00	\$121.00
113310	S	Building Approval Certificate for an existing building where unauthorised work has not been done (s.52(2))	\$110.00	Nil	\$110.00	\$121.00
113310	S	Extension of time during which an occupancy permit or building approval certificate has effect (s.65(3)(a))	\$110.00	Nil	\$110.00	\$121.00
OTHER APPLICATIONS						
103310	S	Application as defined in regulation 31 (for each building standard in respect of which declaration is sought) - Cost Recovery	\$2160.15	Nil	\$2160.15	\$2160.15
102230	S	BCITF Levy (over \$100,000) (of declared value) (Statutory) all applications excluding Class 10a	0.20%	Nil	0.20%	0.20%
T7	C	Relocated Secondhand Dwelling Bond	\$5600.00	Nil	\$5600.00	\$5880.00
103310	S	Local Government approval of battery powered smoke alarms - <i>Building Regulations 2012 Reg 61(3)\$179.40 max</i>	\$170.00	Nil	\$170.00	\$197.00
TOWN PLANNING FEES						
113510	C	Rural Address Fee - supply and erection (Rural Road Number)	\$0.00	Nil	\$0.00	\$0.00
CARAVAN PARK FEES						

		Site utilising power, water or ablutions (including RVs and tents)				
		Peak periods being WA School Holidays, weekends and Public Holidays.				
		Powered Sites per site				
113300	C	first night, subsequent nights at \$20 per night	\$27.27	\$2.73	\$30.00	\$30.00
113300	C	per week	\$145.45	\$14.55	\$160.00	\$150.00
113300	C	per week (permanent after 3 months)	\$131.82	\$13.18	\$145.00	\$150.00
113300	C	per day - Showers (itinerants) per person	\$10.91	\$1.09	\$12.00	\$12.00
		Unpowered Sites (including RVs and Tents) per site				
113300	C	first night, subsequent stays at \$17.5 per night	\$15.91	\$1.59	\$17.50	\$20.00
113300	C	per week	\$104.55	\$10.45	\$115.00	\$125.00
		Oval Site Unpowered				
113300	C	RV (Self Contained) only requiring dump site - No Power	\$15.91	\$1.59	\$17.50	\$17.50
		Caravan Clubs / Group Bookings				
113300	C	Site Only (Max number of sites 10)	\$27.27	\$2.73	\$30.00	\$30.00
STANDPIPE WATER CHARGE					Await publication by Watercorporation for 26/27	Water Corp Rates 25/26
113320	F	1 KL (per 1,000 Litres) (NB: minimum charge \$25.00) GST free	Cost of water + \$5.00 fee	Nil	Cost of Water + 5.00 fee	Cost of Water + 10.00 fee
SCHEDULE 14 - OTHER PROPERTY AND SERVICES						
ENGINEERING SERVICES						
		<i>Engineering Private Works to be requested for approval by the Executive Manager of Works or CEO</i>				
114700	C	Administration charge per invoice - only applies to non-residents and Wet plant hire				\$230.00
114700	C	Front end loader (per hour, minimum 1 hour)	POA	\$27.27	POA	\$300.00
114700	C	Tip truck 10m3 (per hour, minimum 1 hour)	POA	\$23.64	POA	\$260.00
114700	C	Tip truck 6m3 (per hour, minimum 1 hour)	POA	\$20.91	POA	\$230.00
114700	C	Tip truck 3m3 (per hour, minimum 1 hour)	POA	\$16.36	POA	\$180.00

114700	C	Rollers (per hour, minimum 1 hour)	POA	\$18.18	POA	\$200.00
114700	C	Water truck (per hour, minimum 1 hour)	POA	\$22.73	POA	\$250.00
114700	C	Tractor + slasher (per hour, minimum 1 hour)	POA	\$20.91	POA	\$230.00
114700	C	Grader (per hour, minimum 1 hour)	POA	\$22.73	POA	\$250.00
114700	C	Skid Steer (per hour, minimum 1 hour)	POA	\$20.91	POA	\$230.00
114700	C	Ride on mower (per hour, minimum 1 hour)	POA	\$14.55	POA	\$160.00
114700	C	Mulching Head (per hour, minimum 1 hour)	POA	\$9.09	POA	\$100.00
114700	C	Chemical spray ute (per hour, minimum 1 hour)	POA	\$6.36	POA	\$70.00

16. DIRECTORATE OF WORKS

Nil

17. ELECTED MEMBERS' MOTIONS WITH PREVIOUS NOTICE

Please refer to Section 11 for item 17.1 and 17.2.

18. NEW OR URGENT BUSINESS INTRODUCED BY DECISION OF THE MEETING

Nil

19. MATTERS FOR WHICH THE MEETING MAY BE CLOSED

13785 Cr Bryan Hotham moved, Cr Clinton Cheney seconded

Voting Requirements:

Simple Majority required

Recommendation and Council Decision:

That pursuant to Section 5.23 of the Local Government Act 1995 these items be dealt with, with the public excluded as the item deals with matters of a confidential nature.

Carried Unanimously 7 votes to 0

For:	President Jackie McBurney, Deputy Peter Wood, Cr Clinton Cheney, Cr Bryan Hotham, Cr Robert Howell, Cr Danielle Summers & Cr Angela Tretheway
Against:	Nil

19.1. Confidential Item - Community & Events Grant Scheme Event Application 2026-27

Reasons for Confidentiality

This report is confidential in accordance with Section 5.23(2) of the *Local Government Act 1995* which permits the meeting to be closed to the public for business relating to the following:

- (b) the personal affairs of any person;
- (c) a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting;

13786 Cr Bryan Hotham moved, Cr Danielle Summers seconded

Voting Requirements:

Simple Majority required

Recommendation and Council Decision:

That Council approves the following allocations under the 2026/27 Community & Events Grant Scheme (Event Application), utilising \$3,000 from the \$15,000 budget allocation.

- **Pingelly Panthers Combined Winter Sport Wind Up Working Group - \$3,000**

All funding is subject to:

- **execution of a Grant Agreement.**
- **acknowledgement of the Shire of Pingelly in all promotional materials, or new infrastructure signage;**
- **provision of acquittal documentation;**
- **confirmation that the Shire's contribution does not exceed 75% of total project costs as required under Council Policy 5.15.**

Carried Unanimously 7 votes to 0

For:	President Jackie McBurney, Deputy Peter Wood, Cr Clinton Cheney, Cr Bryan Hotham, Cr Robert Howell, Cr Danielle Summers & Cr Angela Tretheway
Against:	Nil

13787 Cr Clinton Cheney moved, Cr Bryan Hotham seconded

Voting Requirements:
Simple Majority required

Recommendation and Council Decision:

That the meeting be re-opened to the public.

Carried Unanimously 7 votes to 0

For:	President Jackie McBurney, Deputy Peter Wood, Cr Clinton Cheney, Cr Bryan Hotham, Cr Robert Howell, Cr Danielle Summers & Cr Angela Tretheway
Against:	Nil

20. CLOSURE OF MEETING

The Chairman to declare the meeting closed at 04.10pm.

These minutes were confirmed by Council at the
Ordinary Council Meeting held on16/9/2026

Signed.....
Presiding Person at the meeting at which the minutes were
confirmed.