



**25 June 2025**

**ORDINARY MEETING**

**MINUTES**

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## **1. OPENING**

Meeting held in Council Chambers, Civic Centre, 132 Vincent Street, Beverley.

The Presiding Member declared the meeting open at 3:00pm.

The Shire of Beverley acknowledge the Traditional Owners of the land on which we meet, the Ballardong People. We pay our respects to Elders past and present.

Councillors and the public are advised this meeting will be digitally recorded. All reasonable care is taken to maintain visitors privacy, however, as an attendee your presence may be recorded verbally. If you stay in the meeting, it will be assumed your consent is given to your voice being recorded. No visual recording is permitted.

## **2. ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE**

### **2.1 Members in Attendance**

Cr DC White	Shire President
Cr DJ Ridgway	Deputy President
Cr DL Brown	
Cr CJ Lawlor	
Cr SW Martin	
Cr AFC Sattler	

### **2.2 Staff in Attendance**

Mr SP Gollan	Chief Executive Officer
Mr SK Marshall	Deputy Chief Executive Officer
Mr BS de Beer	Manager of Planning and Development Services
Mrs A Lewis	Executive Assistant

### **2.3 Observers and Visitors**

Nil

### **2.4 Apologies and Approved Leave of Absence**

Cr JR Maxwell	Approved Leave of Absence
Cr DW Davis	Apologies
Mr SP Vincent	Manager of Works, Approved Leave of Absence

### **2.5 Applications for Leave of Absence**

Nil

## **3. DECLARATIONS OF INTEREST**

Nil



**4. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE**

Nil

**5. PUBLIC QUESTION TIME**

Nil

**6. CONDOLENCES**

The Shire of Beverley flew the flag at half-mast, as a mark of respect to:

BROUN

Paul Richard Tyndall

5 June 2025

## **7. CONFIRMATION OF MINUTES**

### **7.1 Minutes of the Ordinary Council Meeting Held 28 May 2025**

#### **OFFICER'S RECOMMENDATION & COUNCIL RESOLUTION**

**M1/0625**

**Moved Cr Martin**

**Seconded Cr Lawlor**

**That the Minutes of the Ordinary Council Meeting held Wednesday 28 May 2025 be confirmed.**

**CARRIED 6/0**

***For: Cr White, Cr Ridgway, Cr Brown, Cr Lawlor, Cr Martin & Cr Sattler  
Against: Nil***

## **8. TECHNICAL SERVICES**

Nil

## **9. PLANNING SERVICES**

### **9.1 Local Planning Policies – Outbuildings, Tree Farms and Wind Farms**

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<b>Submission To:</b>	<b>Ordinary Council Meeting 25 June 2025</b>
<b>Report Date:</b>	<b>12 June 2025</b>
<b>Applicant:</b>	<b>Shire of Beverley</b>
<b>File Reference:</b>	<b>ADM 0219</b>
<b>Author and Position:</b>	<b>Stefan de Beer, Manager of Planning</b>
<b>Previously Before Council:</b>	<b>N/A</b>
<b>Disclosure(s) Of Interest:</b>	<b>Nil</b>
<b>Attachments:</b>	<b>Draft Revised Local Planning Policy – Outbuildings; Draft Revised Local Planning Policy – Tree Farms; and New Draft Local Planning Policy – Wind Farms.</b>

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#### **SUMMARY**

It is requested that Council resolve to initiate public notification of the attached new & revised Local Planning Policies pursuant to the *Deemed Provisions* of the *Planning and Development (Local Planning Schemes) Regulations 2015*.

#### **BACKGROUND**

The self-explanatory new and revised Draft Local Planning Policies are attached to this report for Council's consideration. In the proposed revised Draft Local Planning Policies text shown in **RED** are proposed additions to the policies whereas strikeout text are proposed to be deleted.

#### **COMMENT**

The following policies are presented herewith as described below:

<b>POLICY NAME</b>	<b>PROPOSED ACTION</b>	<b>COMMENT</b>
Outbuildings	Review and update	Revision to align with contemporary tendencies in planning applications for Agricultural Outbuildings & minor corrections and clarifications.
Tree Farms	Review and update	Revision to align with contemporary tendencies in Tree Farming planning applications for purposes of Carbon Sequestration and clarifying Council's position on such.
Wind Farms	New Local Planning Policy (LPP)	New LPP to align with new proposed General Governance Policy – <i>Renewable Energy Projects – Community Benefit Scheme Fund</i>

Clauses 4 & 5 of Schedule 2, Part 2, of the *Planning and Development (Local Planning Schemes) Regulations 2015*, read as follows (*Procedure for making/amending local planning policy*):

4 (1) *If the local government resolves to prepare a local planning policy the local government must, unless the Commission otherwise agrees, advertise the proposed policy as follows —*

- (a) *publish in accordance with clause 87 the proposed policy and a notice giving details of —*
  - (i) *the subject and nature of the proposed policy; and*
  - (ii) *the objectives of the proposed policy; and*
  - (iii) *how the proposed policy is made available to the public in accordance with clause 87; and*
  - (iv) *the manner and form in which submissions may be made; and*
  - (v) *the period for making submissions and the last day of that period;*
- (b) *if, in the opinion of the local government, the policy is inconsistent with any State planning policy, give notice of the proposed policy to the Commission;*
- (c) *give notice of the proposed policy in any other way and carry out any other consultation the local government considers appropriate.*

Clause 5 of Schedule 2, Part 2, of the *Planning and Development (Local Planning Schemes) Regulations 2015*, describes the procedures for amending Local Planning Policies, and the requirements as per Clause 4(1) above apply for such amendments.

## **CONSULTATION**

Community consultation will commence should Council resolve to proceed with this proposal.

## **STATUTORY ENVIRONMENT**

Council has the power to make and amend Local Planning Policies pursuant to Clause 4 and 5 of Schedule 2, Part 2, of the *Planning and Development (Local Planning Schemes) Regulations 2015*.

## **FINANCIAL IMPLICATIONS**

Council will be required to pay the required advertising costs.

## **STRATEGIC IMPLICATIONS**

Strategic Pillar: 4. Civic Leadership  
Strategic Priorities: 4.3 Responsible planning

## **POLICY IMPLICATIONS**

The outcome of this exercise will result in revised Local Planning Policies for *Outbuildings & Tree Farms* and a new Local Planning Policy for *Wind Farms*.

## RISK IMPLICATIONS

Low (4) - There are minimal risk implications, reviewing the policies represents good governance which the Community will have a chance to comment on.

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

Risk Rating	Action
Low	Monitor for ongoing improvement.
Medium	Comply with risk reduction measures to keep risk as low as reasonably practical.
High	Review the risk and take additional measures to ensure risk is low as reasonably achievable.
Severe	Unacceptable risk level, reduction measures must be introduced before proceeding.

## VOTING REQUIREMENTS

Simple Majority

### OFFICER'S RECOMMENDATION & COUNCIL RESOLUTION

**M2/0625**

**Moved Cr Ridgway**

**Seconded Cr Sattler**

**That Council resolve to proceed to advertising of the proposed new and revised Local Planning Policies pursuant to Clause 4 & 5 of Schedule 2, Part 2, of the *Planning and Development (Local Planning Schemes) Regulations 2015*.**

**CARRIED 6/0**

***For: Cr White, Cr Ridgway, Cr Brown, Cr Lawlor, Cr Martin & Cr Sattler***  
***Against: Nil***



## LOCAL PLANNING POLICY: OUTBUILDINGS

### PURPOSE

To provide a guide for the development of Outbuildings in the Shire of Beverley.

### AUTHORITY TO PREPARE AND ADOPT A PLANNING POLICY

Clause 4 of Schedule 2, Part 2 of the *Planning and Development (Local Planning Schemes) Regulations 2015* enables a Local Government to prepare and adopt Local Planning Policies.

This policy supersedes Shire of Beverley **Local Planning Policy – Outbuildings (dated September 2019)** ~~Town Planning Policy No. 6 – Outbuildings Policy~~, which is hereby revoked.

### OBJECTIVES OF THE POLICY

THE PRIMARY OBJECTIVES are to:

- Provide certainty for landowners of the building requirements within the Shire by ensuring that all development issues are considered when applying for Planning Approval;
- To limit the impact of Outbuildings by specifying such things as maximum areas and height, location, material colour, landscaping and the like;
- To adequately screen large buildings so as to not negatively affect the rural ambience and setting, to achieve and maintain a high level of rural amenity;
- To allow sufficient scope for the siting of buildings sympathetic with landscape features, distant from neighbouring properties and important roads;
- To ensure Outbuildings are not used as de-facto dwellings; and
- To manage the siting and appearance of Sea Containers as Outbuildings in order to protect the amenity and character of the locality.

### APPLICATION OF THE POLICY

This policy applies to all land situated within the following zones as designated under the Local Planning Scheme:

- Residential;
- Rural Residential;
- Rural Smallholding;
- Rural.

This policy does not relate to land zoned ‘*Rural Townsite*’, ‘*General Industry*’ or ‘*Light Industry*’, where all applications for structures incidental to a commercial or industrial use will be considered on merit by Council.



## DETERMINATION

All applications for the construction of sheds and other Outbuildings will be assessed against this policy prior to a decision being made under the provisions of the Local Planning Scheme No. 3.

In determining the application, Council may:

- Approve the application with or without conditions; or
- Refuse the application.

## INFORMATION TO BE SUPPLIED WITH AN APPLICATION FOR PLANNING APPROVAL

Application for the construction of an Outbuilding under this policy is to be made by completion of an Application for Planning Approval form, signed by the owner(s) of the land. To enable timely determination of the application, the following information shall be provided:

- Purpose of the Outbuilding, such as private workshop, storage shed, etc.
- Area of Outbuilding in square metres;
- Height of Outbuilding from natural ground level to the top of the wall, or bottom of eave, as appropriate;
- Height of roof ridge (or highest point of the roof) from natural ground level;
- Details on the cladding material to be used for roof and walls, including a uniform colour scheme;
- A scaled site plan of the property showing distance of the proposed Outbuilding from property boundaries, existing structures and effluent disposal systems;
- An elevation sketch of the front and sides of the Outbuilding, showing height of the wall and roof ridge from natural ground level;
- Details of any trees to be removed to allow construction of the Outbuilding; and
- Any other information Council may reasonably require to enable the Application for planning approval to be determined.

## SEA CONTAINERS

The use of Sea Containers as Outbuildings within the Shire is regarded as development and will require Planning Approval.

Pending Planning Approval, Sea Containers may be used as Outbuildings subject to the following requirements:

- ❖ The container shall be located to the rear of the lot and shall be **appropriately** screened from the street/road, **i.e. by use of screening vegetation/landscaping**;
- ❖ The container shall be located within normal building setbacks;
- ❖ The container shall be painted **or rendered** to match ~~the colour of the~~ **existing** buildings on the lot;





- ❖ The container may only be used as an Outbuilding and not for ancillary accommodation;
- ❖ The container shall not be located over septic tanks, leach drains or other utilities;
- ❖ The container shall be landscaped to screen it from neighbours; and
- ❖ If the container falls into disrepair or become unsightly the Shire shall require its removal.

Temporary use of a Sea Container on building sites as an office or storage unit is permissible, subject to application to and approval of Council. Council delegate authority to the CEO to approve temporary use on building sites. Approval extends for the period of construction of the building period only, and the sea container shall be removed within 14 days of completion of the building.

## GENERAL NOTES

- 1) Outbuildings that comply with all of the criteria corresponding to the relevant zone in Table 1 of this Policy may be approved subject to compliance with other relevant clauses of this Policy, as set out below.
- 2) Outbuildings that do not comply with all of the criteria corresponding to the relevant zone in Table 1 of this Policy will be referred to Council.
- 3) Ablution facilities within Outbuildings shall not be approved unless the Outbuilding is associated with an existing or substantially commenced dwelling to reduce any occurrence of the Outbuilding becoming a de-facto house. If the Outbuilding is used in association with a commercial business, ablution facilities may be permitted.
- 4) Setbacks to lot boundaries shall be in accordance with the Shire of Beverley Local Planning Scheme No. 3 and the Residential Design Codes, where applicable.
- 5) Under this policy "Sheds" are defined as Outbuildings with a floor area greater than 15m<sup>2</sup>. Outbuildings with a floor area of 15m<sup>2</sup> or less do not require Planning Approval. **This excludes Sea Containers for which planning approval needs to be sought, irrespective of their size.**
- 6) Planning Approval is required for all Outbuildings located ~~within 75 metres of a road boundary~~ on Rural zoned lots.
- 7) The construction of an Outbuilding on vacant land within the *Residential*, *Rural Residential* and *Rural Smallholding* Zones will not be permitted without an application for the construction of a residence having been approved and construction having commenced.
- 8) If the Outbuilding is to be used for the collection of rainwater for human consumption, all cladding and other material associated with water collection shall comply with Australian Standard 4020 (Products for use in contact with drinking water).



Zone	CRITERIA				
	Maximum Total area of all outbuildings on the lot (m <sup>2</sup> )	Maximum individual area of proposed outbuilding (m <sup>2</sup> )	Maximum Wall height (m)	Maximum Roof height (m)	Design / Location
Residential R10 and above	75	75	3.0	4.0	Where the Outbuilding: (a) Is not closer to the primary street alignment than 50% of the required setback for the relevant density coding specified in Table 4 <b>B</b> of the R-Codes; (b) Walls and roofs are constructed of Colorbond, masonry or the like (excludes zincalume); and (c) Is not constructed prior to the commencement of construction of a residence.
Residential below R10	100	75	3.0	4.0	
Rural Residential & Rural Smallholdings	200	150	3.0	4.0	Where: (a) Walls and roofs are constructed of Colorbond, masonry or the like (excludes zincalume); and (b) Is not constructed prior to the commencement of construction of a residence
Rural below 1 hectare	100	75	3.0	4.0	Where: (a) Walls and roofs are constructed of Colorbond, masonry or the like (excludes zincalume); and (b) Is not constructed prior to the commencement of construction of a residence.
Rural between 1 – 10 hectares	200	150	3.0	4.0	Where: (a) Walls and roofs are constructed of Colorbond, masonry or the like (excludes zincalume);
Rural above 10 hectares	NA	<del>1,000</del> 2,000	8	9	Outbuildings within 75 metres of a road boundary are to be constructed of Colorbond, masonry or similar approved material (excludes zincalume).

## LOCAL PLANNING POLICY: TREE FARMS

### PURPOSE

To provide a guide for considering applications for planning approval involving Tree Farms.

### AUTHORITY TO PREPARE AND ADOPT A PLANNING POLICY

Clause 4 of Schedule 2, Part 2 of the *Planning and Development (Local Planning Schemes) Regulations 2015* enables a Local Government to prepare and adopt Local Planning Policies.

This policy supersedes Shire of Beverley **Local Planning Policy – Tree Farms (dated September 2019)** ~~Town Planning Policy No. 9 – Tree Crops~~ which is hereby revoked.

### OBJECTIVES OF THE POLICY

The objectives of this Local Planning Policy are to:

- Achieve a consistent efficient and equitable system for assessing ~~and approving~~ tree farm applications;
- Encourage tree farm developers to adhere to **best practice** industry guidelines and standards as specified in relevant codes of practice and other documents; ~~and~~
- Identify specific issues that the Shire wish to see addressed in the planning and development of tree farms- ;
- **Protect High Quality Agricultural Land (HQAL) from undesirable tree farm development proposals;**
- **Protect Native Vegetation from undesirable tree farm development proposals.**

Any tree farm development shall not be justification for an application for subdivision nor **shall** any proposed tree farming or an approved application for tree farming on any land be deemed a precursor to subdivision.

A body of legislation, policy and guidelines relevant to tree crops ~~already~~ exists and a range of government agencies and other stakeholders are involved in regulating and managing tree farming issues.

This policy aims to be consistent and complementary with existing regulations **and guidelines**. ~~and not to place additional undue burden on landowners and investors wishing to pursue tree farm development.~~

### APPLICATION OF THE POLICY

**This policy applies to all land situated within *Rural & Reserve* zoned land pursuant to *Shire of Beverley Local Planning Scheme No. 3 (LPS3)*.**

**All applications for tree farms are required to be advertised to the immediate neighbours of the subject land and other parties considered by the Shire to be affected by the development proposal.**

## BACKGROUND

Tree farms have the potential to become an important land use in ~~medium to low rainfall~~ agricultural areas in Western Australia. Landholders and private investors are **increasingly** looking to capitalise on emerging opportunities for **carbon sequestration** ~~farm forestry in these regions, diversify income streams and to gain the on-farm environmental benefits that integrated tree farms can provide.~~ Given the increasing opportunities and interest in tree farm development, it is important for the Shire to ensure these are adequately addressed in the local planning framework.

## DEFINITIONS

### APPLICANT

An Applicant is defined as the person or entity (e.g. company or organisation) responsible for management of the tree crop. The Applicant does not have to be the owner of the trees or the land on which trees are planted (e.g. the Applicant could be a third party management agency). The Applicant is responsible for ensuring adherence to this policy and other relevant legislation and regulations.

### TREE FARM

The *Shire of Beverley Local Planning Scheme No. 3 (LPS 3)* defines a Tree Farm as follows:

*Means land used commercially for tree production where trees are planted in blocks of more than one hectare, including land in respect of which a carbon right is registered under the Carbon Rights Act section 5.*

A *Tree Farm* Land Use is a discretionary Land Use in the *Rural* Zone in Zoning Table 3 of LPS 3.

### LANDOWNER

A Landowner is defined as the person or entity that holds the title to the land.

### CARBON SEQUESTRATION

Under Section 5 of the *Carbon Rights Act 2003*, carbon sequestration is defined as:

- *The absorption of carbon dioxide from the atmosphere by land or anything on land.*
- *The storage of carbon in land or in anything on land.*

This definition establishes the legal framework for carbon rights, allowing landowners to register and trade carbon sequestration benefits.

### HIGH QUALITY AGRICULTURAL LAND (HQAL)

For purposes of this Policy HQAL refers to land considered valuable for agriculture and which is prioritized for protection to support long-term food production and agricultural sustainability.

Key Criteria for HQAL in this context are:

- **Soil and Land Capability:** Assessed for its suitability to support various types of agriculture.
- **Water Resources:** Availability and quality of water for irrigation.
- **Climate:** Suitability of temperature and rainfall patterns for productive farming.
- **Current and Potential Agricultural Use:** Includes both established and potential irrigated agriculture.



## **NATIVE VEGETATION**

In Western Australia, native vegetation is defined under the *Environmental Protection Act 1986* and associated regulations. According to Section 3(1) and Section 51A of the Act:

*Native vegetation means indigenous aquatic or terrestrial vegetation, and includes dead vegetation, unless that dead vegetation is of a class excluded by regulation. It does not include vegetation in a plantation.*

Additionally, vegetation that was intentionally sown, planted, or propagated is not considered native vegetation, unless:

- It was planted as required under the Act or another written law, or
- It is of a class declared by regulation to be included in the definition [1].

This definition is important for regulating land clearing, as clearing native vegetation without a permit is generally prohibited unless an exemption applies. The legislation aims to protect biodiversity, land conservation, and water resources.

## **NATURAL RESOURCE INFO**

NRinfo (Natural Resource Information) refers to an online digital mapping and information dataset of natural resources across Western Australia. It is derived from databases maintained by the *Department of Primary Industries and Regional Development* (DPIRD).

## **GENERAL REQUIREMENTS FOR PLANNING APPLICATIONS**

### **HQAL & NATIVE VEGETATION**

The onus is on the applicant to show that HQAL or Native Vegetation would not be negatively impacted by the tree farm proposal, to the satisfaction of the Shire.

Reference should be made to the datasets contained in the NRinfo resource supported by appropriate mapping and/or specialist site specific studies.

## **MANAGEMENT PLAN**

Provides details of the way in which a tree farm will be developed and managed, and aims to demonstrate the means by which the principles of environmental care, cultural and fire management objectives are achieved.

### **A MANAGEMENT PLAN INCLUDES THE FOLLOWING COMPONENTS:**

- Establishment plan;
- Plantation Management plan; and
- Fire Management plan.

## **CODE OF PRACTICE**

The *Code of Practice for Timber Plantations in Western Australia* ~~2014~~ ~~2006~~, produced by *Forest Industries Federation WA*, ~~Forest Products Commission~~ ~~Australian Forest Growers~~, or as revised, shall apply.

## **GUIDELINES FOR PLANTATION FIRE PROTECTION**

The *Guidelines for Plantation Fire Protection* ~~2011 & 2022~~ ~~2001~~, produced by ~~the~~ *Department of Fire and Emergency Services (DFES)* ~~Fire and Emergency Services Authority WA~~, and *Plantation Fire Management and Protection from Forrester Products Commission WA* (2020) or as revised, shall apply.

## **AREAS OF APPLICATION**



~~This policy applies to land zoned 'Rural' in the Shire of Beverley Local Planning Schemes No.3.~~

## APPLICATION AND APPROVAL REQUIREMENTS

### WHEN IS AN APPLICATION REQUIRED?

A Tree Farm Development Application must be submitted and approved prior to the commencement of development.

An application is required for all tree farm developments greater than 1 hectares in size.

### TREE FARM DEVELOPMENT APPLICATION REQUIREMENTS

In addition to Shire requirements for Development Applications, a Tree Farm Development Application is to contain the following three parts:

#### a) Registration - which must contain the following information:

- Title details of the subject land;
- Name of the Landowner(s);
- Name of the Applicant (tree farm manager);
- Address and contact details of the Applicant;
- Area (hectares) to be planted and species to be planted; and
- Signatures of the Applicant and the Landowner(s).

#### b) Management Plan:

- **An Application for Planning Approval for a Tree Farm must include a Management Plan including the components as described in the *Code of Practice for Timber Plantations in Western Australia 2014 2006*, produced by *Forest Industries Federation WA*.** ~~checklist of information that should be included in a Management Plan is provided in Attachment 2. The checklist is based on the guidelines in the Code of Practice.~~
- ~~The Management Plan must address the policy measures described in Section 6 of this Policy.~~

#### c) Map - which should show the following:

- Location of tree crops;
- Access roads;
- Structures and buildings;
- Natural features including native vegetation and water courses; and
- Other relevant information such as hazards or significant features.

#### d) Fire Fighting Protocols:

- Location of water for fire fighting purposes;
- Fire Tenders/mobile equipment to be used, and location of such;
- Contact details of responsible persons;
- Compliance with Fire Breaks.

### **MODIFICATION TO TREE FARM DEVELOPMENT APPLICATION** ~~Modification to Tree Farm Development Application~~

An Applicant with an existing Tree Farm Development Application approval may modify the existing application, including the addition of new tree plantation areas or expansion of existing tree plantation areas. Additional areas of tree plantations may therefore be managed under existing Management Plans, without the need for the Applicant to prepare a new Management Plan for every new tree plantation development. However the Applicant must ensure that the management measures in an existing Management Plan are relevant to new tree plantation areas and the sites on which they will be developed, and meet the requirements of this policy.

If this is not the case the Applicant is required to submit a modified or new Management Plan.

If an Applicant transfer management responsibilities to another organisation they are required to notify the Shire and provide details of the new managing entity.

### **ADDITIONAL POLICY MEASURES**

The following policy measures must be addressed in the Management Plan.

### **GENERAL TREE FARM MANAGEMENT**

The Shire encourage all tree farm developments to be undertaken with appropriate consideration to the specifications and guidelines in the *Code of Practice and Guidelines for Plantation Fire Protection*.

The *Code of Practice* provides management goals and operational guidelines to tree farm managers to “*ensure tree crop operations in WA are conducted in a manner that is in accordance with accepted principles for good plantation management, while recognising that a primary aim of tree crops is to be economically competitive and sustainable*”.

### **ACCESS ROADS**

When planning tree farm developments, Applicants should consider how tree plantations will be accessed for management, harvesting and removal of products (if applicable). Potential access roads should be identified on the Map.

The harvest and haulage of tree farm products results in ‘wear and tear’ of roads and other transport infrastructure and the Shire is seeking to minimise adverse effects on local roads within its control.

The Shire reserves the right to require a reasonable annual financial contribution for road maintenance should access roads be considered adversely impacted by a tree farming operation. The calculation of such to be done through negotiation with the applicant to the satisfaction of the Shire.

### **FIRE MANAGEMENT**

A fire management plan must be included as part of the overall Management Plan (see Attachment 2).



Any Fire Management Plan must be consistent with *Guidelines for Plantation Fire Protection 2011 & 2022 2001*, produced by **DFES** ~~Fire and Emergency Services Authority WA~~, or as revised. Should the Fire Management Plan not be consistent with the guidelines then the application will normally be refused.

### COMPLIANCE CERTIFICATION

Any alleged breaches of the *Code of Practice for Timber Plantations in Western Australia* should, in the first instance, be referred to the plantation's owner or manager for attention. This should be done by the local government authority or government agency with authority under a relevant Act, regulation or planning scheme.

Where a written referral has been made, the plantation owner or manager has an obligation under this Code to respond to the notice within a reasonable timeframe.

Alleged breaches that relate to a failure to comply with Federal or State law that are not rectified within a reasonable timeframe following a notice issued by a local government authority or other government agency, should be referred to the relevant government agency for attention.

The plantation owner or manager may address an alleged breach that is referred to them by providing the relevant agency with a notice of response and following rectification action, if required, a *Certificate of Compliance* that the alleged breach has been dealt with and that the development is compliant or has been brought into compliance with the Code. Compliance certification can be obtained by the plantation owner or manager providing a certificate from one of the following entities:

1. An internal audit carried out by accredited auditors in response to the alleged breach.
2. An external independent audit carried out to satisfy compliance with relevant Federal or State legislation. For example, the *Management Investment Act 1988*, if applicable.
3. Independent certification undertaken by a person who is duly qualified to provide certification of compliance.

Where compliance is subsequently certified by one of the above entities and provided to the relevant government agency, no further action is required.

### ANNUAL REPORT

On every anniversary of the planning approval being granted, a report shall be submitted indicating compliance, over the reporting period, with the requirements of the Management Plan so approved, to the satisfaction of the Shire.





## RESOURCES

*Code of Practice for Timber Plantations in Western Australia*, Forest Industries Federation of WA (FIFWA). (2014). [Code of Practice](#)

*Guidelines for Plantation Fire Protection*, DFES 2011. (current at time of publication). [Guidelines for Plantation Fire Protection](#)

*Plantation fire management and protection*. Plantation information series. Forest Products Commission - Western Australia (2020).  
[Plantation-fire-management-and-protection.pdf](#)

NRinfo (Natural Resource Information) [NR-Info Map Resource](#)



## Attachment 1 Tree Farm Development Application Registration Form

### SECTION 1 – NEW APPLICATION OR MODIFICATION

Select one of the following:

- ☐ New Tree Farm Development Application  
(Complete all Sections except Section 6)
- ☐ Modification to existing Tree Farm Development Application  
(Complete all Sections except Section 5)

---

### SECTION 2 – APPLICANT DETAILS

Name of Applicant \_\_\_\_\_  
(Company or individual): \_\_\_\_\_  
Name of contact person: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_

---

### SECTION 3 – LANDOWNER DETAILS (If multiple Landowners provide details of additional Landowners on page 3)

☐ Tick if AS ABOVE or complete

Name of Landowner: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_

---

### SECTION 4 – LAND TITLE

Title details of the land on which trees will be planted  
(If multiple titles, specify the area to be planted on each title):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**COMPLETE IF NEW APPLICATION****SECTION 5 – TREE FARM INFORMATION (NEW APPLICATIONS ONLY)**

Total area to be planted (hectares):	_____
Species to be planted (and area of each):	_____
Proposed planting dates:	_____
Management Plan attached	Tick applicable box <input type="checkbox"/> Yes plan is attached <input type="checkbox"/> No plan is not attached
Map attached	Tick applicable box <input type="checkbox"/> Yes plan is attached <input type="checkbox"/> No plan is not attached

Note: a Management Plan and a Map are prerequisites for approval of a new Tree Farm Development Application

**COMPLETE IF APPLICATION MODIFICATION****SECTION 6 – TREE FARM INFORMATION (Modifications only).**

Complete relevant sections

Reason for modification (e.g. new or changed tree plantation area)	_____
Additional area to be planted (hectares):	_____
Species to be planted:	_____
Proposed planting dates:	_____
Management Plan attached	Tick applicable box <input type="checkbox"/> Yes plan is attached <input type="checkbox"/> No plan is not attached
Map attached	Tick applicable box <input type="checkbox"/> Yes plan is attached <input type="checkbox"/> No plan is not attached

Note: Previously approved Management Plans and Maps may be used for modification if relevant.

If no, provide reference to relevant Management Plan and/or Map

Signature of Applicant:	_____
Print Name:	_____
Date:	_____
Signature of Landowner: (if landowner is not Applicant)	_____
Print Name:	_____
Date:	_____

**SHIRE USE ONLY**

Application received on:	_____	Reasons for non approval	_____
Application reviewed by	_____	Advice provided to Applicant on:	_____
Approved/Not approved	_____	Tree crop register updated on:	_____



**ADDITIONAL LANDOWNERS**

**LANDOWNER 2**

Name of Landowner: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Land Title: \_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_

**LANDOWNER 3**

Name of Landowner: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Land Title: \_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_

**LANDOWNER 4**

Name of Landowner: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Land Title: \_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_

**LANDOWNER 2**

Signature of Applicant: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**LANDOWNER 3**

Signature of Applicant: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**LANDOWNER 4**

Signature of Applicant: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Attachment 2 Tree Farm Development Application Management Plan Checklist****TREE FARM DEVELOPMENT APPLICATION****MANAGEMENT PLAN CHECKLIST**

The following is provided as a checklist of information recommended to be included in a tree farm Management Plan. It is based on the guidelines in the *Code of Practice for Timber Plantations in Western Australia* and provides a reference to the relevant sections of the Code of Practice where relevant.

<b>ESTABLISHMENT PLAN</b>	<b>Section in Code of Practice</b>
---------------------------	------------------------------------

This should outline the following topics and how they will be managed:

- |  |                   |
|--|-------------------|
| • Areas of native vegetation .....   | <b>4.3</b>        |
| • Management and protection, including setback distances, of watercourses, wetlands, reservoirs and significant features .....   | <b>4.3</b>        |
| • Setback distances to structures, dwellings and gazetted infrastructure<br>(Note: The Guidelines for Plantation Fire Protection recommend a setback distance of 50 metres.) |                   |
| • Areas to be planted and size of compartments<br>(The Guidelines for Plantation Fire Protection contain guidelines on compartment size.)                                    | <b>4.5, 4.7.6</b> |
| • Access and firebreaks .....  |                   |

Also refer to the *Guidelines for Plantation Fire Protection*

- |   |              |
|---|--------------|
| • Species to be planted .....   | <b>4.6.2</b> |
| • Direction of planting lines in relation to contours and natural drainage .....                          | <b>4.6.3</b> |
| • Soil preparation methods .....  | <b>4.6.3</b> |
| • Pest and weed control methods/prescription,<br>(including control of declared animals and plants) ..... | <b>4.6.5</b> |
| • Planting methods/prescription   | <b>4.6.7</b> |
| • Fertilising methods/prescription .....  | <b>4.6.4</b> |
| • .....   |              |

**MAINTENANCE PLAN**

This should outline the activities to be conducted during the tree plantation rotation and how they will be managed

- |  |                   |
|--|-------------------|
| • Pest and weed control methods/prescription, including control of declared animals and plants ..... | <b>4.6.5</b>      |
| • .....  | <b>4.6.7</b>      |
| • Grazing strategy .....   | <b>4.7.6</b>      |
| • .....  | <b>4.6.4</b>      |
| • Fertilising methods/prescription .....   | <b>4.6.9</b>      |
| • .....  | <b>4.5, 4.7.6</b> |
| • Pruning and thinning regimes .....   |                   |
| • Access and firebreak maintenance .....   |                   |

**FIRE MANAGEMENT PLAN**

This should contain the following details:

- Contact names and telephone numbers
- Names and addresses of local fire control bodies
- Map or details of access roads, firebreaks, water points etc.  
Note: this information may be included on the main Map that forms part of the Tree Farm Development Application



- ~~Location of firefighting equipment, including details of cooperative arrangements~~
- ~~Specific measures to protect services e.g. power lines and gas supplies, or surrounding values (if relevant)~~

*Refer to Guidelines for Plantation Fire Protection*



## LOCAL PLANNING POLICY: WIND FARMS

### PURPOSE

The purpose of this policy is to provide a framework for the assessment, approval, and regulation of wind farms and turbines within the Shire of Beverley. This policy seeks to ensure that any proposed wind energy project is developed in a manner that minimises negative impacts and maximises the benefits to the community and the environment.

### AUTHORITY TO PREPARE AND ADOPT A PLANNING POLICY

Clause 4 of Schedule 2, Part 2 of the *Planning and Development (Local Planning Schemes) Regulations 2015* enables a Local Government to prepare and adopt Local Planning Policies.

### OBJECTIVES OF THE POLICY

THE OBJECTIVES are:

- To promote the responsible development of wind farms and turbines, supporting renewable energy generation within the Shire;
- To protect the health, safety, and amenity of the community and the environment;
- To provide clear guidelines for assessing and approving wind energy projects;
- To facilitate community consultation and engagement throughout the development process;
- To address potential impacts, including environmental, visual and landscape, noise, and other relevant factors;
- To set out minimum standards and requirements.

### APPLICATION OF THE POLICY

This policy applies to all land situated within the *Rural Zone* pursuant to *Shire of Beverley Local Planning Scheme No. 3 (LPS3)*

### Definitions

#### **Wind Farm Land Use:**

The *Shire of Beverley Local Planning Scheme No 3* defines a *Wind Farm* as follows – *means premises used to generate electricity by wind force and any associated turbine, building or other structure but does not include anemometers or turbines used primarily to supply electricity for a domestic property or for private rural use.*

#### **Sensitive Land Use:**

Means land uses that are residential or institutional in nature where people live or regularly spend extended periods of time. These include, but are not limited to dwellings, short stay accommodation, hospitals, educational establishments, childcare centres and places of worship.

**Shadow Flicker:**

This is a result of the sun's position in relation to the wind turbine blades as they rotate. This occurs under certain combinations of geographical position and time of day. The seasonal duration of this effect can be calculated from the machine's geometry and the site's latitude. Shadow Flicker can be modelled in advance and siting and design can mitigate the problem. This is more likely to be an issue for turbines located to the east or west of a dwelling.

**Acoustic Consultant:**

A person who meets all of the following criteria:

- holds a tertiary academic qualification that can be applied to the field of acoustics and the measurement and management of environmental noise.
- Has a minimum of three years of experience working in the field of acoustics and the measurement and management of environmental noise.
- holds membership of grade Member or Fellow in the Australian Acoustical Society or membership of the Association of Australasian Acoustical Consultants, or international equivalent.

**Policy Provisions****General Requirements**

In accordance with the LPS3, "Wind Farm" is listed as an "A" use in the "Rural" zone, which is defined as:

*"Means that the use is not permitted unless the local government has exercised its discretion by granting development approval after giving notice in accordance with clause 64 of the deemed provisions."*

Planning Approval is required for all Wind Farms/Turbines in the Rural Zone. In addition to the completed application form and relevant fee, applicants must submit a location plan, site plan, elevations and manufacturer's specifications, decommissioning and end of life plan, and details demonstrating compliance with the *Shire of Beverley Local Planning Scheme No. 3* and relevant legislation including the *Environmental Protection (Noise) Regulations 1997*.

Applications for Wind Turbines located on properties/buildings identified on the Shire's Local Heritage Survey will require submission of written justification by a suitably qualified person (e.g. a qualified Heritage Advisor), unless determined otherwise by the Shire's Planning Services in consultation with the State Heritage Office (where applicable).

Wind farms and turbines shall be sited and designed to minimise adverse impacts on the environment and the community, based on best industry standards.





Adequate setbacks and safety measures shall be incorporated to protect public health and safety against major breakdown of, or incidents at, the wind turbine generator and associated infrastructure.

The minimum recommended setback from property boundaries shall be a minimum of 3 times the total height of the structure including, the propellor blades at the highest point or 500 metres, whichever is greater.

Decommissioning plans must be submitted and approved as part of the development application demonstrating principles of recycling, repurposing and rehabilitation. This should include the following:

1. Life Cycle Reusability Assessment:

- Proponents must provide a comprehensive plan demonstrating the purposeful and sustainable reuse of engineering structures and concrete footings at the end of their useful life.
- Examples of demonstrable suggestions for useful lives, specifically for masts, blades, and infrastructure, based on the design life cycle, should be included.

2. Financial Responsibility for End-of-Life Measures:

- Proponents are required to predict and finance the costs associated with ensuring a sustainable end product at the conclusion of the wind farm's life cycle.
- Options for financing include:
  - a. Costs borne by the landowner.
  - b. Establishment of a sinking fund.
  - c. Creation of a protected, cash-backed asset, serving as a condition on the land with obligations passed on to successive landowners.

3. Protection Against Financial Instability:

- Proponents must address potential risks associated with the longevity of companies involved in wind farm development.
- Mechanisms should be in place to ensure that finances for the removal of infrastructure remain secure even if the original company ceases to exist or lacks sufficient funds.

4. Compliance and Monitoring:

- Ongoing monitoring will be conducted to ensure compliance with the sustainable end-of-life measures outlined in the proposal.
- Non-compliance may result in penalties and revocation of development approvals.

## 5. Community Engagement:

- Proponents are encouraged to engage with the local community to address concerns and provide transparency regarding the sustainable practices adopted.

Developers are also required to include a Site Rehabilitation Plan detailing the steps for future decommissioning of facilities. The plan should consider the impact of buried cables and turbine foundations on seeding depth and crop/pasture root potential. Decommissioning to "normal deep ripping depth" to ensure adequate depth for breaking up compacted soil layers in the future.

### ***Community and Stakeholder Consultation***

Developers must actively engage in meaningful community and stakeholder consultation prior to lodgment of any formal development application, ensuring that residents and stakeholders are informed and have opportunities to provide feedback. Consultation shall include public meetings, information sessions, and other appropriate methods to engage with the community. It is also encouraged for the developer to make reference to the "*Guide to Best Practice Planning Engagement in Western Australia (2023)*", published by DPLH, when implementing Community Consultation.

Developers should also liaise with relevant key stakeholders early in the process, including the Shire, Main Roads WA, Western Power, Civil Aviation Safety Authority (CASA), Air Services Australia, Royal Flying Doctor Service (RFDS), Department of Fire and Emergency Services (DFES), Department of Planning, Lands and Heritage (DPLH), Department of Water and Environmental Regulation (DWER), Department of Biodiversity, Conservation and Attractions (DBCA), Department of Primary Industries and Regional Development (DPIRD), Environmental Protection Authority (EPA), Local aerial spraying contractors, unlicensed airstrip owners (within a 5km radius of a turbine) and any relevant incorporated local aeronautical associations.

The outcome of the Community and Stakeholder Consultation should be included in the lodgement of a detailed Community and Stakeholder Engagement Plan outlining the outcomes of the pre-lodgement Community and Stakeholder consultation.

### ***Community Benefit Scheme Fund***

Other jurisdictions (NSW Office of Environment and Heritage) underscores the significance of integrating benefit sharing mechanisms into wind energy projects to cultivate widespread community support. In their report titled 'Strategic Options for delivering ownership and benefit models for wind farms in NSW,' it is highlighted that projects offering such mechanisms are more likely to garner backing from various stakeholders, including businesses, community groups, landowners, and neighbours. By demonstrating long-term benefits during the consultation phase, particularly those that extend broadly to the community, proponents can foster greater acceptance, support and cooperation. One effective approach involves establishing a 'Community



Benefit Scheme Fund' (CBS) in collaboration with local government to enhance the liveability and sustainability of the Shire.

### ***Environmental Impact***

A comprehensive environmental impact assessment by suitably qualified environmental consultants (independent of the developer), including flora and fauna studies, shall be conducted and submitted as part of the development application. Consideration is required of environmental impacts both during the construction and operational stages of the development.

Developers must implement measures to mitigate and manage potential environmental impacts, including habitat protection and rehabilitation, such as:

- Stopover sites, local bird species roosting and nesting sites for birds of conservation significance;
- Location of bird of conservation significance colonies;
- Areas of high raptor activity;
- Livestock disturbance; and
- The accumulative impact of wind turbines on migration routes.

Developers are to submit a management plan on biosecurity management plan to ensure all excavation equipment/drilling rigs and the likes are thoroughly cleaned and free from any soil/plant material prior to leaving paddocks and especially moving from property to property.

### ***Visual and Landscape Impact***

Wind farms and turbines shall be designed to integrate to the greatest extent possible into the natural and rural landscape setting. A visual and Landscape Impact Assessment is required that addresses the following:

- landscape significance and sensitivity to change, site earthworks, topography, the extent and type of vegetation, clearing and rehabilitation areas, land use patterns, built form character, public amenity and community values.
- likely impact on views including the visibility of the facility using view shed analysis and simulations of views from significant viewing locations including residential areas, major scenic drives and lookouts.
- layout of the facility including the number, height, scale, spacing, colour, surface reflectivity and design of components, including any ancillary buildings, signage, access roads, and incidental facilities.
- measures proposed to minimise unwanted, unacceptable or adverse visual impacts.

It is also recommended that the developer include reference to the WAPC Visual Landscape Planning Manual and the Wind farm and Landscape Values (2005) published by the Western Australian Wind Energy Association and Australian Council of National Trust.



### **Noise Impact**

Wind turbines shall be designed and operated to minimise noise emissions.

A noise impact assessment, including infrasound and ground vibration, to be completed by an acoustic consultant, shall be prepared demonstrating compliance with the *Environmental Protection (Noise) Regulations 1997* for both construction and operational phases. The noise impact assessment is to have due regard to future land uses.

Regardless of the noise impact assessment, which may determine turbines should be located further away from noise sensitive premises, it is required that any wind farm/turbine be located a minimum of 2.0 kilometres or 10 times the height of the structure, at its highest point inclusive of the blade, whichever is the greater, from any dwelling or sensitive land use, unless a written agreement is entered into with impacted landowners prior to construction of the structure and a notification to that effect is imposed on the title of that lot or location.

The Environmental Noise Branch section of the Department of Water and Environmental Regulation recommend an alternative noise criterion of 40dBLA10, whichever is the greater or the applicable LA10 assigned noise level, to be achieved at those residences associated with the project (accommodation for wind farm staff, or caretaker residence).

In order to accurately assess noise levels from wind turbines, measurements shall be taken from the extremity or tip of the blade of the wind turbine in its horizontal position, which is closest to the noise-sensitive premise being measured against or for. It is acknowledged that the head of the turbine rotates with wind direction, and consequently, the blades themselves, depending on their length, may extend up to 100 metres closer to the noise-impacted premises than the structure. This approach ensures that noise measurements capture the most relevant and representative data regarding potential impacts on nearby premises.

Noise impact measurements, conducted over a minimum period as defined by relevant standards, must consider atmospheric and climatic conditions that promote noise transmission, particularly during times typically experienced at the location. This includes early morning periods, low wind conditions, and early morning fog, all of which can amplify noise transmission. Additionally, seasonal or prevailing winds that may enhance noise transmission towards the relevant premise must also be taken into account during the assessment.

### **Safe Work Zone**

Developers must provide the local government with a copy of any safe work method statement relating to the operation of the proposed turbines for when they are operational. This information will assist in evaluating and determining any setback from boundaries and additionally any adverse potential impact on adjoining landowners and neighbours, who are entitled to full enjoyment of maintaining and improving their property at all times, unless a written agreement with that landowner states otherwise.



### **Tourism**

Developers are to consider the impact of tourism traffic and the risk of traffic congestion or vehicle accidents by providing a suitable viewing platform or pull off bays with appropriate interpretation and signage and to liaise with the Shire of Beverley and / or Main Roads WA on suitable and agreed location(s).

### **Bushfire**

Developers are to provide a Bushfire Management Plan for areas that fall within the Bushfire Prone Area. Reference should be made to *State Planning Policy 3.7 – Bushfire* (SPP 3.7). It is also recommended that the developer review the Victorian Country Fire Associations document - Design Guidelines and Model Requirements for Renewable Energy Facilities v4 (2023), as this document provides a best practice approach to considering bushfire risk and fire safety measures in the design, construction and operation of renewable energy facilities (including windfarms).

### **Other Potential Impacts**

Developers must assess and address any other potential impacts, such as electromagnetic interference to mobile telephones, radio reception and television reception or shadow flicker.

All potential impacts that are identified shall be mitigated to the greatest extent possible by the developer, to protect the interests of the community.

Developers are required to take into consideration the Beverley Airfield when developing wind farm/turbines within close proximity to the area, so as not to impact the operation and activities of the Airfield users including any aeronautical, gliding and flying associations operating within the Shire. Consultation with relevant government authorities and airport operators will be required.

Developers of wind turbine proposals should refer to the National Aviation Safeguarding Framework (NASF) Guideline D: Managing the Risk to Aviation Safety of Wind Turbine Installations (Wind Farms) / Wind Monitoring Towers to determine any potential aviation safety risks and possible mitigation measures. Any potential aviation safety risks identified require consultation with the Civil Aviation Safety Authority (CASA), Air Services Australia and/or the Commonwealth Department of Defence.

The NASF guideline identifies consultation with unlicensed airstrip owners and CASA/Air Services. CASA has released an advisory circular AC 139.E-05v1.1 Obstacles (including wind farms) outside the vicinity of a CASA certified aerodrome.

All wind farm and turbine developments must adhere to and comply with the regulations, specifications, and requirements outlined by the Civil Aviation Safety Authority (CASA).

Consultation with relevant government authorities and airport operators will be required where applicable.

Wind farm proposals should not have a negative impact through interference with normal agricultural or farming activities of nearby rural properties, such as aerial spraying. An aviation assessment by a suitable qualified aviation consultant will be



required to demonstrate turbines will not impact on aerial spraying activities of surrounding farms or unlicensed airstrips, unless a written agreement with the impacted landowner is provided.

Developers are required to provide a surface water management plan, incorporating appropriate design methods to manage water erosion from intense summer or winter rainfall events.

This local planning policy on Wind Farms/Turbines is designed to guide future development while ensuring the preservation of the Shire of Beverley's unique character and the well-being of its residents. Developers and relevant authorities are encouraged to adhere to these guidelines for the responsible and sustainable development of wind energy projects within the Shire.

### **Road Contributions for Wind Energy Facility Developments**

The Shire of Narrogin recognises that the development of wind energy facilities may have significant impacts on the condition and serviceability of the local road network, especially during the construction phase. The Shire of Beverley requires proponents of wind energy facilities to be assessed for any road contributions for repairs or upgrades to sealed and/or unsealed roads managed by the Shire of Beverley as a result of construction or ongoing activities associated with the development beyond those considered normal day to day access and egress.

Reference should be made to the WAPC Transport Assessment Guidelines. The Traffic Assessment should consider:

- Operation and Maintenance Agreements to Access State Road Network – Main Roads Western Australia.
- Route Assessments for the transport of dangerous goods on road network.
- A traffic management plan in conjunction with an application for a permit that requires vehicle and machinery access and movement for Restricted Access Vehicles shall be submitted for approval to the satisfaction of Heavy Vehicle Services – Main Roads Western Australia. (e.g. Transport of large wind turbine blades and towers).

The Developer will be responsible for:

- Preparation of a pre-development "Road and Shire infrastructure condition" report, that identifies and records the conditions of any local roads and the Shire Infrastructure that will be affected by any route for heavy vehicles and delivery trucks needed for the construction phase;
- The costs associated with any damage caused to the roads or Shire infrastructure attributed to the construction phase of the development. Any damage shall be rectified by the developer to the standard identified in the pre-lodgment "Road and Shire Infrastructure Condition" report.



- All costs of any upgrading required for construction transport routes and/or the development.

The road contributions will be calculated based on the Western Australia Local Government Association's (WALGA) Heavy Vehicle Cost Recovery Policy Guideline for Sealed Roads, which provides a fair and transparent method for determining the additional maintenance and reconstruction costs attributable to the increased heavy vehicle traffic generated by the wind energy facility development. Any contributions need to be consistent with the principles that underpin the State Planning Policy 3.6 – Infrastructure Contributions. The road contributions will be negotiated and agreed upon between the Shire of Beverley and the developer prior to the approval of the development application. The road contributions will be paid by the developer to the Shire of Beverley in accordance with the terms and conditions of the agreement. The Shire of Beverley will use the road contributions to fund the necessary road works to maintain and improve the safety and functionality of the local road network. No works can occur within a State Road Reserve without Main Roads approval.

## **9.2 Development Application – Glider Hanger – Reserve 32745 (Lot 29705), Bremner Road, Beverley Airfield**

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<b>Submission To:</b>	<b>Ordinary Council Meeting 25 June 2025</b>
<b>Report Date:</b>	<b>13 June 2025</b>
<b>Applicant:</b>	<b>Grant Rookes</b>
<b>File Reference:</b>	<b>BRE 32745</b>
<b>Author and Position:</b>	<b>Stefan de Beer, Manager of Planning</b>
<b>Previously Before Council:</b>	<b>No</b>
<b>Disclosure(s) Of Interest:</b>	<b>Nil</b>
<b>Attachments:</b>	<b>Application Documentation</b>

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### **SUMMARY**

An application has been received for the construction of a Glider Hanger at the Beverley Airfield. The application will be recommended for approval.

### **BACKGROUND**

The Shire has received a proposal to construct a Colorbond clad Glider Hanger (in extent 26m x 20m = 520m<sup>2</sup>) at the Beverley Airfield, within the agreed *Beverley Soaring Society* lease area, as per the adopted Beverley Airfield Precinct Local Planning Policy.

The proposal also includes relocating an existing T-hanger as described in the attached application documentation.

In terms of the previous *Shire of Beverley Town Planning Scheme No. 2, Club Premises* Land Use is an extension to an existing non-conforming use recognised by Council at its 28 October 2008 meeting.

In terms of the present *Shire of Beverley Local Planning Scheme No. 3 (LPS3)*, the use of *Club Premises* is an 'A' use in the *Rural* zone, which requires advertising pursuant to Clause 64 of the deemed provisions. The *Department of Planning Lands and Heritage* however advised that exemption for advertising is appropriate pursuant to Clause 64(2).

The subject site is zoned '*Rural*', contains buildings associated with the *Beverley Soaring Society*, a number of on-site caravans, caravan shelters and existing glider hangars.

### **COMMENT**

The application is for planning approval for the construction of a Glider Hanger associated with *Beverley Soaring Society* activities.

The proposal is regarded as conforming with the intent of the broader established land use and it is considered to add value to the club activities.

It is the opinion of planner that the proposal will enhance an activity (gliding) that promotes a positive image of Beverley to the wider community. It will therefore be recommended Council grant conditional Planning Approval for the application.



## STATUTORY ENVIRONMENT

Shire of Beverley Local Planning Scheme No. 3.

## CONSULTATION

The *Department of Water and Environmental Regulation* (DWER) was formally consulted regarding the proposal. They have assessed the application and has no objection to the proposal.

## FINANCIAL IMPLICATIONS

There are no Financial Implications relative to this issue.

## STRATEGIC IMPLICATIONS

Strategic Pillar: 4. Civic Leadership  
Strategic Priorities: 4.3 Responsible planning

## POLICY IMPLICATIONS

There are no Policy Implications relative to this issue.

## RISK IMPLICATIONS

It is considered that the proposal has insignificant risks.

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

Risk Rating	Action
Low	Monitor for ongoing improvement.
Medium	Comply with risk reduction measures to keep risk as low as reasonably practical.
High	Review the risk and take additional measures to ensure risk is low as reasonably achievable.
Severe	Unacceptable risk level, reduction measures must be introduced before proceeding.

## VOTING REQUIREMENTS

Simple Majority

## **OFFICER'S RECOMMENDATION & COUNCIL RESOLUTION**

**M3/0625**

**Moved Cr Sattler**

**Seconded Cr Lawlor**

**That Council grant Planning Approval for the construction of a Glider Hangar on Reserve 32745 (Lot 29705), Bremner Road, Beverley, subject to the following conditions and advice notes:**

### **Conditions:**

- 1. Development shall be carried out only in accordance with the terms of the application as approved herein and any approved plan, prepared by the applicant and endorsed by Council's Shire Planner.**
- 2. The Glider Hangar shall not be used for human habitation, commercial or industrial purposes.**
- 3. No trees are to be removed without the prior approval of the appropriate authorities.**
- 4. Cladding for the proposed development is to be Colorbond or similar approved material, in a colour pursuant to the requirements of the *Local Planning Policy: Beverley Airfield Precinct*.**

### **Advice Notes:**

**Note 1: If the development the subject of this approval is not substantially commenced within a period of 2 years, or another period specified in the approval after the date of determination, the approval will lapse and be of no further effect.**

**Note 2: Where an approval has so lapsed, no development shall be carried out without the further approval of the local government having first been sought and obtained.**

**Note 3: Nothing in the approval or these conditions shall excuse compliance with all relevant written laws in the commencement and carrying out of the development.**

**Note 4: The applicant is advised a building permit is required prior to commencement of any building works.**

**Note 5: The applicant is advised to consider the location of the Range Danger Area of the Beverley Rifle Club.**

**Note 6: The applicant is advised that clearing of Native Vegetation requires permission from the *Department of Water and Environmental Regulation* (DWER), unless an exemption applies.**

**Note 7: If an applicant is aggrieved by this decision there is a right of review by the State Administrative Tribunal in accordance with the Planning and Development Act 2005 Part 14. An application must be made within 28 days of the determination.**

**CARRIED 6/0**

*For: Cr White, Cr Ridgway, Cr Brown, Cr Lawlor, Cr Martin & Cr Sattler  
Against: Nil*

### **Beverley Shire Planning Approval Application**

I am seeking development approval from the Beverley Shire Planning Department to construct an extra-wide span hangar. Endorsed by the Beverley Gliding Club Committee, this application marks the first step in our project. Approval will allow us to refine cost estimates and prepare for the subsequent Building Permit application.

### **Proposed Site**

Current hangar locations represent an inefficient use of the available space. Fig 2 , existing T Hangar.



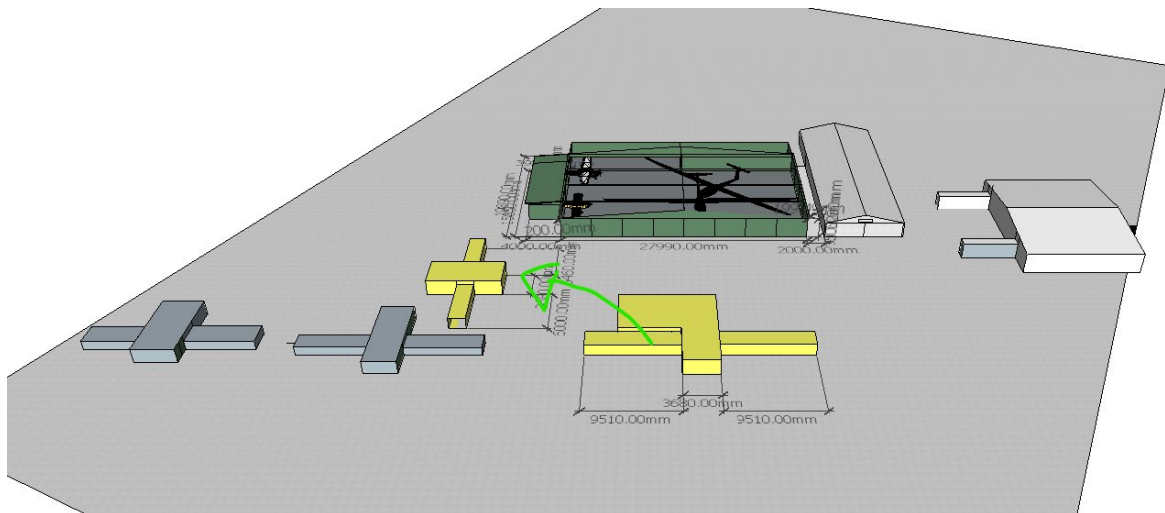
*Figure 1 Proposed location next to existing New Colourbond hangar*

The proposed site is located directly south and aligned with the existing 9m x 24m hangar in the new design. It will feature a versatile, multi-use hangar space constructed to meet all required material specifications.

This T hanger (fig 2) contains a 25-meter span glider. As part of the proposed development, the plan is to relocate, reclad, and paint this T hanger, and reorient it to a new position directly behind the adjacent area to allow for the use of the locked-in area behind (fig 3).



*Figure 2 Existing T hanger*



*Figure 3 Existing T Hanger Marked in Yellow to be repositioned behind New Hanger in Green*

**Figure 3** displays an overlay of the existing **T-hanger** on the image above. As part of the proposed plan, this **T-hanger** will be relocated behind the adjacent hanger. **Figure 4** illustrates its new position.

Moving the existing hanger simplifies and maximises the use of this space.



## Design Proposal

The proposal involves constructing a **26m x 20m** building based on a **Western Sheds design**. As part of the project, the existing **large T-hanger** will be relocated and reduced to **18 meters**, positioning it directly behind the adjacent T-hanger along the **east-west access**.

This reconfiguration will create a **central courtyard hardstand area**, optimizing space usage and enhancing operational efficiency. While the reorganization requires significant effort, it will ultimately provide a **valuable long-term asset**.

Below are sketches illustrating the planned final layout.

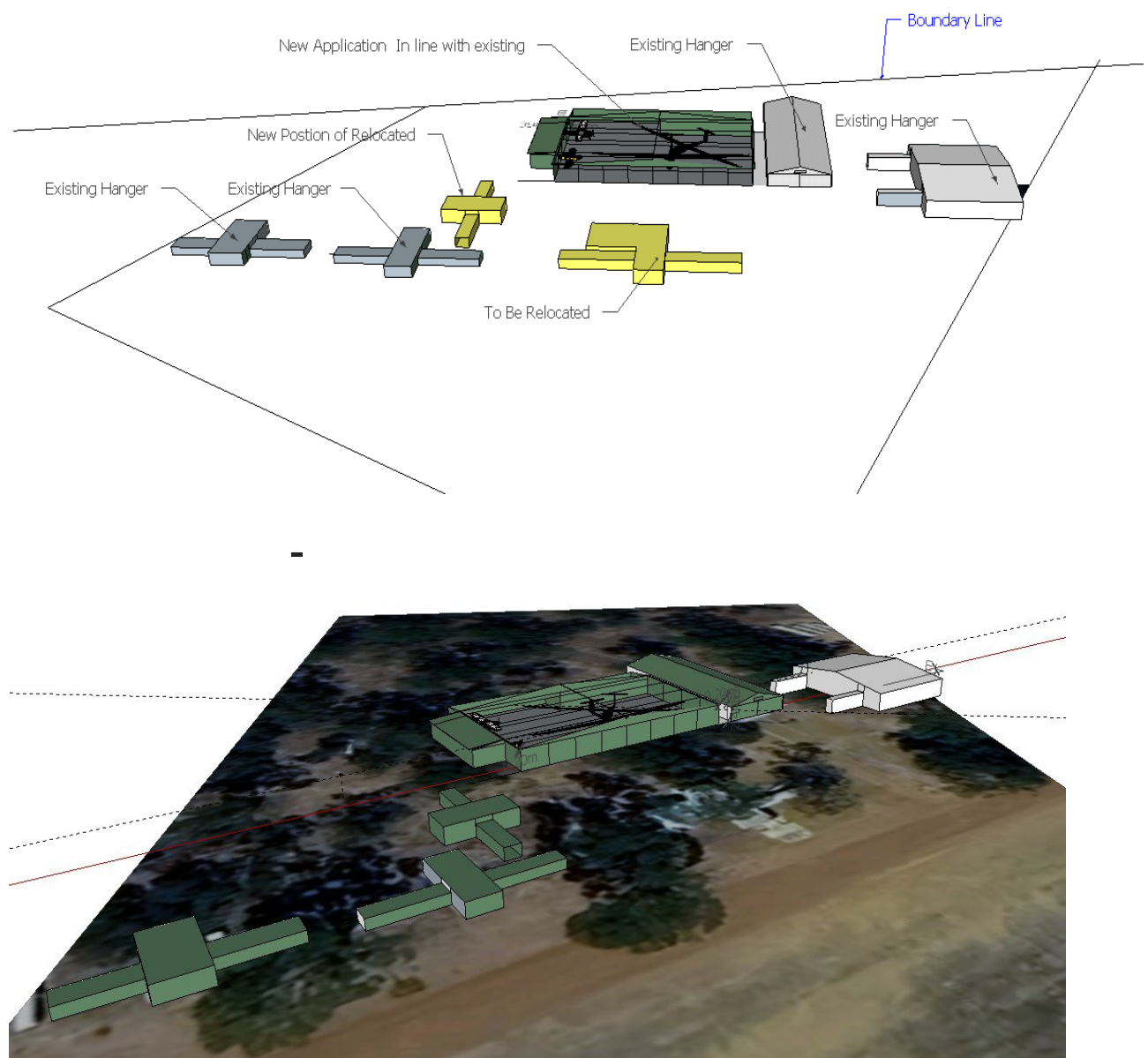
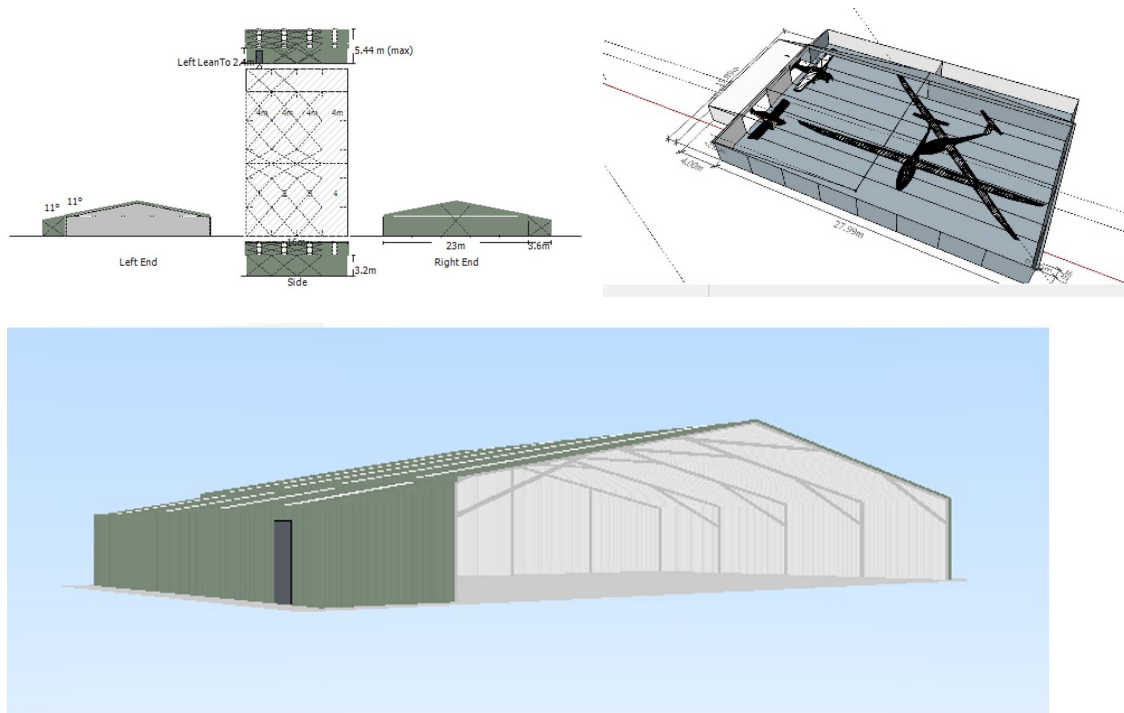


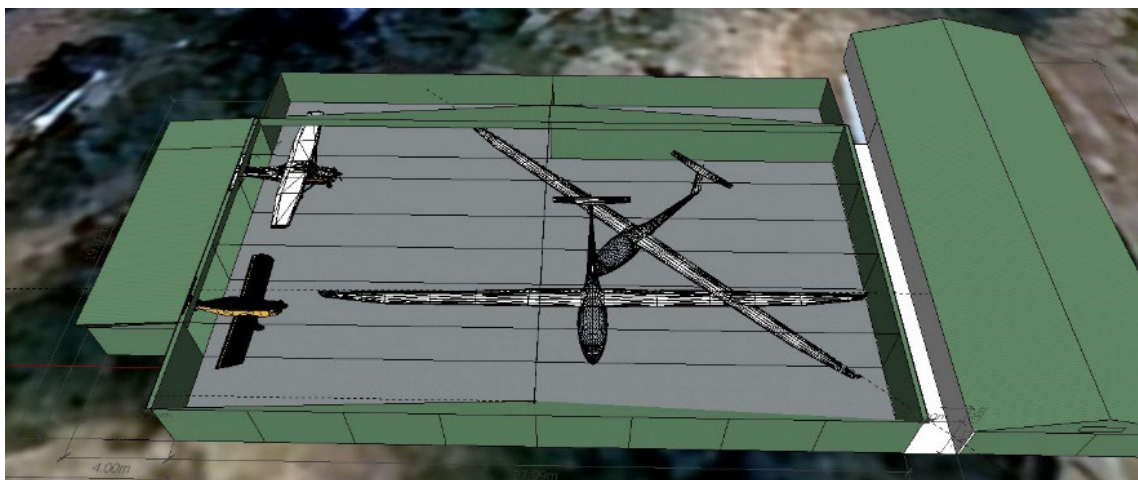
Figure 4 Final layout with new proposed widespan hanger next to existing hanger

With the increasing wingspan of modern gliders, the need for additional storage space continues to grow. This proposal aims to construct a hangar featuring **wide-span sheds and large doors**, designed to accommodate both **large gliders and small aircraft** within a single, efficient structure.



*Figure 5 Wide Span Shed sample*

There are multiple layouts possible with a larger undercover area and below



*Figure 6 Possible layout, Note the 23 metre wingspan glider inside with a small plane*

## Landscaping

As part of the reorientation and construction of a new wide-span hangar, it will be necessary to remove one existing mature tree that has 40% dead limbs at height and a neighbouring 100% dead trunk. Following a recent storm, an arborist performed minor pruning to remove some hazardous branches at height in the same area. In preparation for this application, the firebreaks and surrounding area have been cleared, with leaf matter and dead branches collected for disposal in winter. Given that there is a tree in the centre of the area, we plan to plant a minimum of five new saplings of similar species.

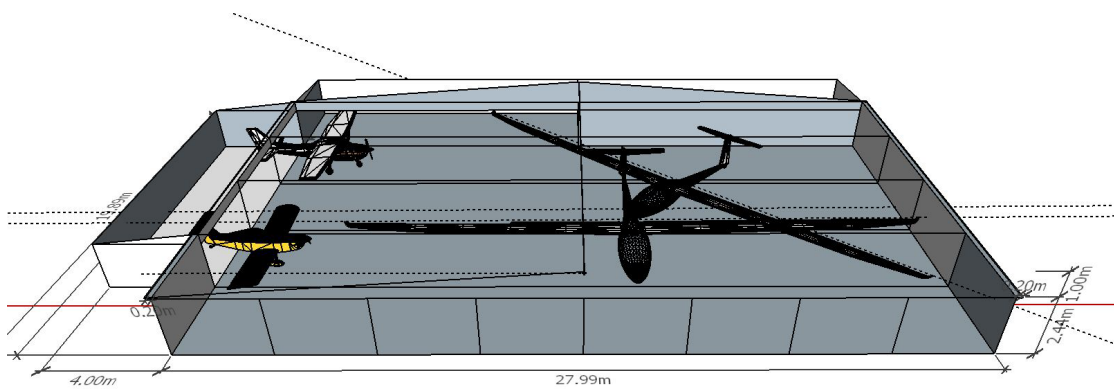






Figure 7 Tree highlighted in yellow to be removed which is in the middle of the proposed site

I look forward to securing Shire planning approval, allowing us to move forward with the **Beverley Shire Building Permit** application.



### **9.3 Amalgamation Application WAPC 201750 - 9 (Lots 49 & 50) Forrest Street, Beverley**

---

<b>Submission To:</b>	<b>Ordinary Council Meeting 25 June 2025</b>
<b>Report Date:</b>	<b>14 June 2025</b>
<b>Applicant:</b>	<b>Scanlan Surveys (Owners: VK &amp; JJ Fregon)</b>
<b>File Reference:</b>	<b>PL 201750</b>
<b>Author and Position:</b>	<b>Stefan de Beer, Manager of Planning</b>
<b>Previously Before Council:</b>	<b>No</b>
<b>Disclosure(s) Of Interest:</b>	<b>Nil</b>
<b>Attachments:</b>	<b>Amalgamation Plan &amp; Application Documentation</b>

---

#### **SUMMARY**

An application had been referred for comment to the Shire by the Western Australian Planning Commission (submitted by Scanlan Surveys) for the amalgamation of Lots 49 & 50 located at 9 Forrest Street, Beverley. The application will be recommended for approval.

#### **BACKGROUND**

An application has been received from the Western Australian Planning Commission (WAPC) to amalgamate two lots into a single lot as per the attached sketch plans. The subject lots are Zoned '*Residential R10/25*' and contains an existing single house and outbuilding.

#### **COMMENT**

The proposed amalgamation accords with the aims of the Shire of Beverley Local Planning Strategy and the Shire of Beverley Local Planning Scheme No. 3.

#### **STATUTORY ENVIRONMENT**

Subdivision and amalgamation are determined by the Western Australian Planning Commission in compliance with state policies and the Shire of Beverley's planning framework. Council's recommendation is considered when determining the application.

#### **FINANCIAL IMPLICATIONS**

There are no financial implications relative to this application.

#### **STRATEGIC IMPLICATIONS**

Strategic Pillar: 4. Civic Leadership  
Strategic Priorities: 4.3 Responsible Planning

#### **POLICY IMPLICATIONS**

There are no policy implications relative to this application.

## RISK IMPLICATIONS

It is considered that the proposal has insignificant risks.

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

Risk Rating	Action
Low	Monitor for ongoing improvement.
Medium	Comply with risk reduction measures to keep risk as low as reasonably practical.
High	Review the risk and take additional measures to ensure risk is low as reasonably achievable.
Severe	Unacceptable risk level, reduction measures must be introduced before proceeding.

## VOTING REQUIREMENTS

Simple Majority

### OFFICER'S RECOMMENDATION & COUNCIL RESOLUTION

**M4/0625**

**Moved Cr Ridgway**

**Seconded Cr Brown**

**That Council resolve to recommend to the Western Australian Planning Commission that application WAPC No. 201750 for the amalgamation of Lots 49 & 50 located at 9 Forrest Street, Beverley, be approved, without conditions.**

**CARRIED 6/0**

*For: Cr White, Cr Ridgway, Cr Brown, Cr Lawlor, Cr Martin & Cr Sattler*

*Against: Nil*



SCANLAN  
SURVEYS  
LICENSED SURVEYORS

ABN 88 009 402 608  
ACN 009 402 608

23 Spring Park Road, MIDLAND WA 6056  
PO Box 429, MIDLAND WA 6936  
(08) 9250 2261  
[www.scanlansurveys.com.au](http://www.scanlansurveys.com.au)

DATE: 12/05/2025

WAPC  
Locked Bag 2506  
PERTH WA 6001

Dear Assessing Officer,

**RE: PROPOSED AMALGAMATION – LOTS 49 & 50 (#9) FORREST STREET, BEVERLEY**

This application is to amalgamate lots 49 & 50 on Plan 111. Lot 49 is currently 708m<sup>2</sup> and Lot 50 is currently 911m<sup>2</sup>. The proposed new lot will be 1619m<sup>2</sup>.

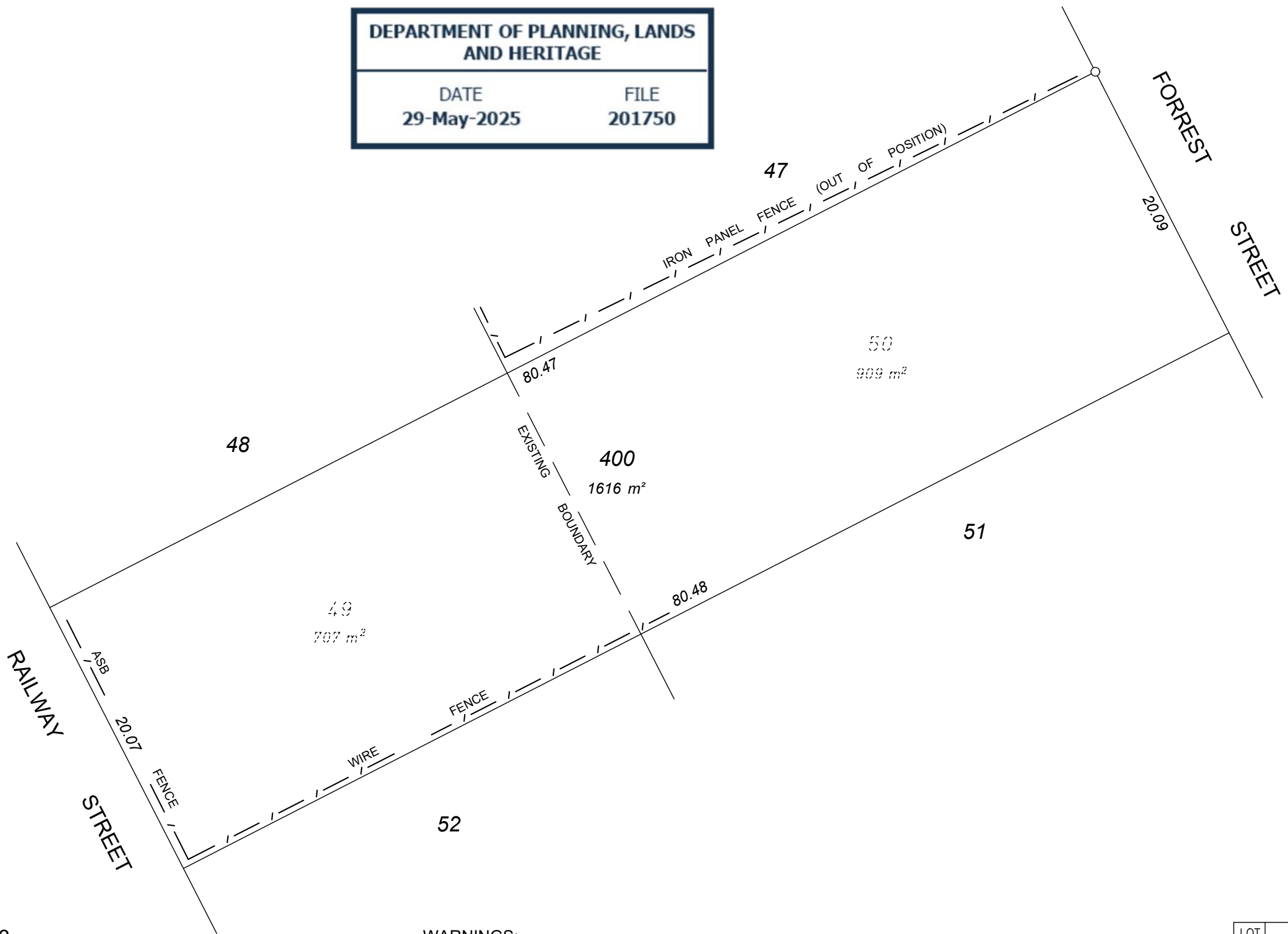
There are currently existing water, sewer, and power services to the property. The purpose of this application is to amalgamate the lots on a multi-Lot Title. We are not changing the way the lot is currently being used; therefore, we request that the Western Australian Planning Commission impose no conditions on this approval. We have identified that the lot is within both a transport corridor and a Bushfire Prone Area, however, we have not obtained reports due to the existing residential dwelling remaining, and the application proposing an overall reduction in lot yield.

If the Western Australian Planning Commission would like to impose conditions on the amalgamation, we ask that we be contacted with draft conditions prior to issuing a decision letter.

If you have any queries, please do not hesitate to contact our office.

Yours sincerely,

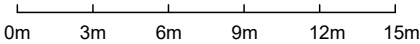
Scanlan Surveys Pty Ltd



DEPARTMENT OF PLANNING, LANDS  
AND HERITAGE


DATE29-May-2025FILE201750

SCALE 1:300 @ A3



**WARNINGS:**  
1. LOT NUMBERS, DIMENSIONS AND AREAS SUBJECT TO WAPC APPROVAL, SURVEY AND LANDGATE AUDIT.

LOT	DESCRIPTION	AREA
400	PROPOSED LOT	1616m <sup>2</sup>
49	ORIGINAL LOT	707m <sup>2</sup>
50	ORIGINAL LOT	909m <sup>2</sup>

PLAN OF: SUBDIVISION (AMALGAMATION) APPLICATION			DP/PLAN/DIAGRAM: P 111		<div><div>SCANLAN SURVEYS LICENSED SURVEYORS</div><div>PO BOX 429 MIDLAND 6936 PH: 08 9250 2261 www.scanlansurveys.com.au reception@scanlansurveys.com.au</div></div>	DRAWN BY: KO 09/05/2025						
PROJECT: LOTS 49 & 50 ON P 111 9 FORREST STREET, BEVERLEY		CLIENT: FREGON		C/T: VOL 2138 FOL 142		CHECKED BY: JS 09/05/2025						
		HORIZONTAL DATUM: PLANE		LOCAL AUTHORITY: SHIRE OF BEVERLEY		APPROVED BY: JS 09/05/2025		A	ORIGINAL LOT DESCRIPTION CORRECTED	KO	23/5/25	
		VERTICAL DATUM: N/A				DRAWING FILE: 8682222.DWG		REV	DESCRIPTION		BY	DATE
						DRAWING: 8682/22/2			REV: A			



## Location Plan for: Subdivision Application

This data is to be used only for the processing of a  
Subdivision Application

Application Number: **201750**

Decision: **Outstanding**

Printed: **29/05/2025**



Produced by Data Analytics,  
Department of Planning, Lands and Heritage, Perth WA

Base information supplied by  
Western Australian Land Information Authority SLIP 1447-2023-1

### Application Status

- Approved
- Outstanding

### Existing LPS Zones and Reserves

- R Code boundaries
- Light industry
- Local road
- Railways
- Residential

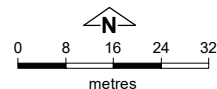
### Easements and Referrals

- Easements

### Region Scheme Reserves

### Localities & Local Government Boundaries

- Local government boundary
- Locality



## **9.4 South West Native Title Settlement – Land Base Consultation – Land List 1727**

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<b>Submission To:</b>	<b>Ordinary Council Meeting 25 June 2025</b>
<b>Report Date:</b>	<b>14 June 2025</b>
<b>Applicant:</b>	<b>Department of Planning, Lands and Heritage</b>
<b>File Reference:</b>	<b>ADM 011</b>
<b>Author and Position:</b>	<b>Stefan de Beer, Manager of Planning</b>
<b>Previously Before Council:</b>	<b>No</b>
<b>Disclosure(s) Of Interest:</b>	<b>Nil</b>
<b>Attachments:</b>	<b>Land List Matrix with Proposed Referee Comments</b>

---

### **SUMMARY**

A request for comments has been received from the *Department of Planning, Lands and Heritage* (DPLH) regarding the transfer of land associated with the South West Native Title Settlement (Settlement). Staff comments have been provided which requires Council's consideration.

### **BACKGROUND**

The following is an extract from an email received from Elise Wells, State Land Officer at the DPLH:

#### ***Background:***

*The South West Native Title Settlement (Settlement) is a landmark native title agreement reached between the State Government (State) and the six Noongar Agreement Groups. The Settlement is comprised of six Indigenous Land Use Agreements (ILUAs) that provide for a broad range of commitments to be delivered by the State Government to the Noongar Regional Corporations and the Trustee for the Noongar Boodja Trust (Trustee).*

*The Settlement recognises the Agreement Groups as the Traditional Owners of the south west of Western Australia, while resolving native title in exchange for a negotiated package of benefits. The area subject to the Settlement is depicted in the attached map.*

*The cornerstone commitment under the six ILUAs is the Noongar Land Estate, which will be a vast and diverse land holding. It will comprise:*

- up to 300,000 hectares transferred in reserve or leasehold; and*
- up to 20,000 hectares transferred in freehold.*

*All land will be held by a centralised Landholding Body, being the Noongar Boodja Land Sub Pty Ltd (Land Sub), a wholly owned subsidiary of the Trustee. The Trustee works consultatively with the Noongar Regional Corporations in determining land for possible inclusion in the Noongar Land Estate, including the preferred tenure of the land and the use / management / development of the land into the future. All land will be used and managed in line with Noongar cultural, social and economic aspirations for the benefit of generations to come.*



*Work to deliver the Noongar Land Estate commenced in March 2021, and a five year implementation timeframe applies.*

**Current Situation:**

*As the Noongar Land Estate will be predominantly drawn from the pool of unallocated Crown land (UCL) and unmanaged reserves (UMR), the Minister for Lands is responsible for delivering this outcome on behalf of the broader State Government. The Department of Planning, Lands and Heritage (Department) is the State Agency principally assisting the Minister for Lands. An agreed process for delivering the Noongar Land Estate was committed under the six ILUAs, being the Noongar Land Base Strategy (Strategy) at Annexure J to the ILUAs. Per the Strategy, the Department works in partnership with the Trustee to progress these significant land tenure outcomes.*

*Please be advised: land under management order, or owned in freehold, by a State Agency, service provider or local government can be included in the Noongar Land Estate at the discretion of the management body / landowner.*

**Referral details:**

*The Department works in accordance with the Land Administration Act 1997 (LAA), including the requirement under section 14 to consult with local governments. To that end, please find attached a spreadsheet comprising of land parcels identified for possible transfer, including detail of the tenure selected by the Trustee.*

*Please provide comments on each of the land parcels directly into the column labelled 'Referee Comments' in relation to the following:*

- 1. Is the Shire supportive of the transfer of this land to the Noongar People under the Settlement?*
- 2. Does the Shire have any interest in the land?*
- 3. Does the Shire have existing or planned infrastructure within the land parcel that requires protection? If yes, please provide details and advise if access to this infrastructure will need to be maintained.*
- 4. Is the land parcel subject to any mandatory connection to services?*
- 5. Are any future proposals for the land identified? Please provide detail of what is proposed and in what timeframe?*
- 6. Are there any future proposals for adjoining land that may affect the land identified in the spreadsheet? If so, in what timeframe?*
- 7. Please advise of any proposed planning scheme amendments that may affect the zoning of this land at a State or Local government level. If a scheme amendment is to occur, what is the change proposed and when will it come into effect?*
- 8. Please advise of any known land management issues such as site contamination, hazards, debris or rubbish dumping, unauthorised land use and environmental considerations (such as inundation or similar site constraints).*
- 9. Please provide any additional comments on the proposed transfer of this land as part of the Settlement.*



### THE SUBJECT LAND:



### COMMENT

Shire Planner assessed the land portion and have provided comments in the attached matrix for Council to consider. The Shire of Beverley Local Planning Strategy was taken into consideration when commenting on the potential to develop any portion of land proposed to be included in the land transfer.

Council to note the following:

- Responses in the '*Referee Comments*' cell in the matrix followed the convention required above, i.e. questions 1 – 9.

### CONSULTATION

No consultation was deemed required as consultation is being done by the DPLH.

### STATUTORY ENVIRONMENT

South West Native Title Settlement (Settlement) Agreement;  
Shire of Beverley Local Planning Strategy;  
Shire of Beverley Local Planning Scheme No. 3;  
Land Administration Act, 1997.

### FINANCIAL IMPLICATIONS

There are no financial implications relative to this application.

### STRATEGIC IMPLICATIONS

Strategic Pillar: 4. Civic Leadership  
Strategic Priorities: 4.3 Responsible Planning

## POLICY IMPLICATIONS

There are no policy implications relative to this application.

## RISK IMPLICATIONS

It is considered that the proposal has insignificant risks.

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

Risk Rating	Action
Low	Monitor for ongoing improvement.
Medium	Comply with risk reduction measures to keep risk as low as reasonably practical.
High	Review the risk and take additional measures to ensure risk is low as reasonably achievable.
Severe	Unacceptable risk level, reduction measures must be introduced before proceeding.

## VOTING REQUIREMENTS

Simple Majority

## OFFICER'S RECOMMENDATION & COUNCIL RESOLUTION

**M5/0625**

**Moved Cr Ridgway**

**Seconded Cr Martin**

**That Council resolve to endorse the Referee Comments provided in the accompanying spreadsheet matrix and instruct the Shire Planner to communicate this to the *Department of Planning, Lands and Heritage*.**

**CARRIED 6/0**

***For: Cr White, Cr Ridgway, Cr Brown, Cr Lawlor, Cr Martin & Cr Sattler  
Against: Nil***

Referral ID  
13769

PIN	Lot Number	Survey Number	Street Address	Locality Suburb	Townsite	LGA	Region	CLT	Reserve Number	Area (Ha)	Part Pin	Part Pin Comment	Reserve Purpose	Referee Comment	Selected Tenure
470050	3	DP222838		KOKEBY	MOUNT KOKEBY	BEVERLEY(S)	Wheatbelt	LR3003/457	R 8306	0.21	FALSE		AGRICULTURAL HALL & LOCAL GOVERNING PURPOSES	<p>1. <i>Shire is not supportive of transfer of land</i></p> <p>2. Shire has no legal interest in land</p> <p>3. No existing or planned Shire infrastructure</p> <p>4. No mandatory requirement for connection to services</p> <p>5. Present Zoning is Rural. Earmarked to remain Rural Land in Local Planning Strategy</p> <p>6. No proposals for adjoining land</p> <p>7. No proposed planning scheme amendments</p> <p>8. Bushfire Prone Area</p> <p>9. Not suitable for residential development - small lot with no services, setback limitations pursuant to Local Planning Scheme. Road access limitations - unconstructed road reserves. Furthermore, the Local Planning Strategy discourages the spread of fragmented urban and rural living areas and settlements in the district.</p>	Freehold

### **9.5 Development Application – Single House, Water Tank & Outbuilding (Storage Shed) – 30 (Lot 117) Simmons Road, Beverley**

---

<b>Submission To:</b>	<b>Ordinary Council Meeting 25 June 2025</b>
<b>Report Date:</b>	<b>14 June 2025</b>
<b>Applicant:</b>	<b>David Korda (Owner: Nicola Scricca)</b>
<b>File Reference:</b>	<b>SIM 1467</b>
<b>Author and Position:</b>	<b>Stefan de Beer, Manager of Planning</b>
<b>Previously Before Council:</b>	<b>No</b>
<b>Disclosure(s) Of Interest:</b>	<b>Nil</b>
<b>Attachments:</b>	<b>Locality Map and Application Documentation</b>

---

#### **SUMMARY**

An application has been received to construct a Single House, Water Tank & Colourbond Outbuilding at 30 (Lot 117) Simmons Road, Beverley. The application will be recommended for approval.

#### **BACKGROUND**

The subject site is located at 30 (Lot 117) Simmons Road, is 2ha in extent and zoned *Rural Residential* pursuant to the *Shire of Beverley Local Planning Scheme No. 3* (LPS 3). The property is vacant.

The proposal is to construct a Single House, Water Tank (in extent 7.84m diameter X 2.27m height) and a Colorbond Outbuilding (Storage Shed) in extent 12m x 20m = 240 m<sup>2</sup>.

The proposal for the storage shed requires departure from the Shire's Outbuilding Policy on the following matters:

- In terms of the Shire's Outbuilding Policy (Policy), the maximum individual area of an Outbuilding in this zone is 150m<sup>2</sup> as per the Policy. The new proposed Outbuilding will be approx. 240m<sup>2</sup>.
- In terms of the Shire's Outbuilding Policy (Policy), the maximum wall height and roof height is required to be respectively 3m and 4m, whereas the proposal is to have 4.7m wall height with 6m height at the apex of the roof.

The applicant provided the following justification:

*I would like this application to be for my height of car hoist which exceeds normal heights, as I am a car enthusiast and I have several cars that I play with which will be kept in the shed.*

*To minimise impact on surrounding properties, the shed will be setback appropriately from adjoining boundaries and screened with fruit trees to be planted throughout the site. The building will be clad in Colorbond materials in neutral tones, helping it blend into the landscape and reducing visual prominence. Furthermore, the shed will be oriented to present the shorter elevation to the street, with the longer side setback towards the neighbour's adjoining property to reduce visual bulk and preserve the amenity of the area.*

*The future residence on the site is proposed at a higher finished floor level, ensuring it remains the dominant built form from the street perspective. This elevation, along with strategic landscaping, will maintain the intended character and scale of the streetscape in accordance with the Shire's planning vision.*

*We respectfully request that the Shire considers this proposal favourably, acknowledging the efforts made to align with the intent of the local planning policy while supporting the functional needs of the property owner. We are committed to contributing positively to the visual and structural character of the community.*

## **COMMENT**

When considering the proposed departure beyond the requirements of Council's Planning Policy on Outbuildings, Shire planner is of the opinion that the following aspects of the development should be taken into consideration:

The specific siting of the Outbuilding (Storage Shed) on the property;  
The significant proposed setback of the proposed development;  
The general character of the immediate area;  
The size of the subject property.

It is the opinion that the proposed siting of the Outbuilding at the subject property is such that it will not have any negative visual impact on the surrounding area. It is considered that the proposed development will be in pace with the character of the area.

Given the above site specific considerations and the size of the subject property it is not anticipated that the granting of Planning Approval for this application will create an undesirable precedent. It is always the preference to rather have items stored within Outbuildings than out in the open which could have a negative impact on the amenity of a precinct.

## **STATUTORY ENVIRONMENT**

Shire of Beverley Local Planning Scheme No. 3.

## **FINANCIAL IMPLICATIONS**

There are no Financial Implications relative to this issue.

## **STRATEGIC IMPLICATIONS**

Strategic Pillar: 4. Civic Leadership  
Strategic Priorities: 4.3 Responsible planning

## **POLICY IMPLICATIONS**

There are no Policy Implications relative to this issue.

## RISK IMPLICATIONS

It is considered that the proposal has insignificant risks.

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

Risk Rating	Action
Low	Monitor for ongoing improvement.
Medium	Comply with risk reduction measures to keep risk as low as reasonably practical.
High	Review the risk and take additional measures to ensure risk is low as reasonably achievable.
Severe	Unacceptable risk level, reduction measures must be introduced before proceeding.

## VOTING REQUIREMENTS

Simple Majority

## **OFFICER'S RECOMMENDATION & COUNCIL RESOLUTION**

**M6/0625**

**Moved Cr Martin**

**Seconded Cr Sattler**

**That Council grant Planning Approval for a Single House, Water Tank & Colorbond Outbuilding (Storage Shed) at 30 (Lot 117), Simmons Road, Beverley, subject to the following conditions and advice notes:**

### **Conditions:**

- 1. Development shall be carried out only in accordance with the terms of the application as approved herein and any approved plan, prepared by the applicant and endorsed by Council's Shire Planner.**
- 2. The Outbuilding shall not be used for human habitation, commercial or industrial purposes.**

### **Advice Notes:**

**Note 1: If the development the subject of this approval is not substantially commenced within a period of 2 years, or another period specified in the approval after the date of determination, the approval will lapse and be of no further effect.**

**Note 2: Where an approval has so lapsed, no development shall be carried out without the further approval of the local government having first been sought and obtained.**

**Note 3: The applicant is advised a building permit is required prior to commencement of any building works.**

**Note 4: If the Outbuilding is to be used for the collection of rainwater for human consumption, all cladding and other material associated with water collection shall comply with Australian Standard 4020 (Products for use in contact with drinking water).**

**Note 5: If an applicant is aggrieved by this decision there is a right of review by the State Administrative Tribunal in accordance with the Planning and Development Act 2005 Part 14. An application must be made within 28 days of the determination.**

**CARRIED 6/0**

***For: Cr White, Cr Ridgway, Cr Brown, Cr Lawlor, Cr Martin & Cr Sattler  
Against: Nil***





Author:

Created: 14 June 2025 from Map Viewer Plus:

<https://map-viewer-plus.app.landgate.wa.gov.au>

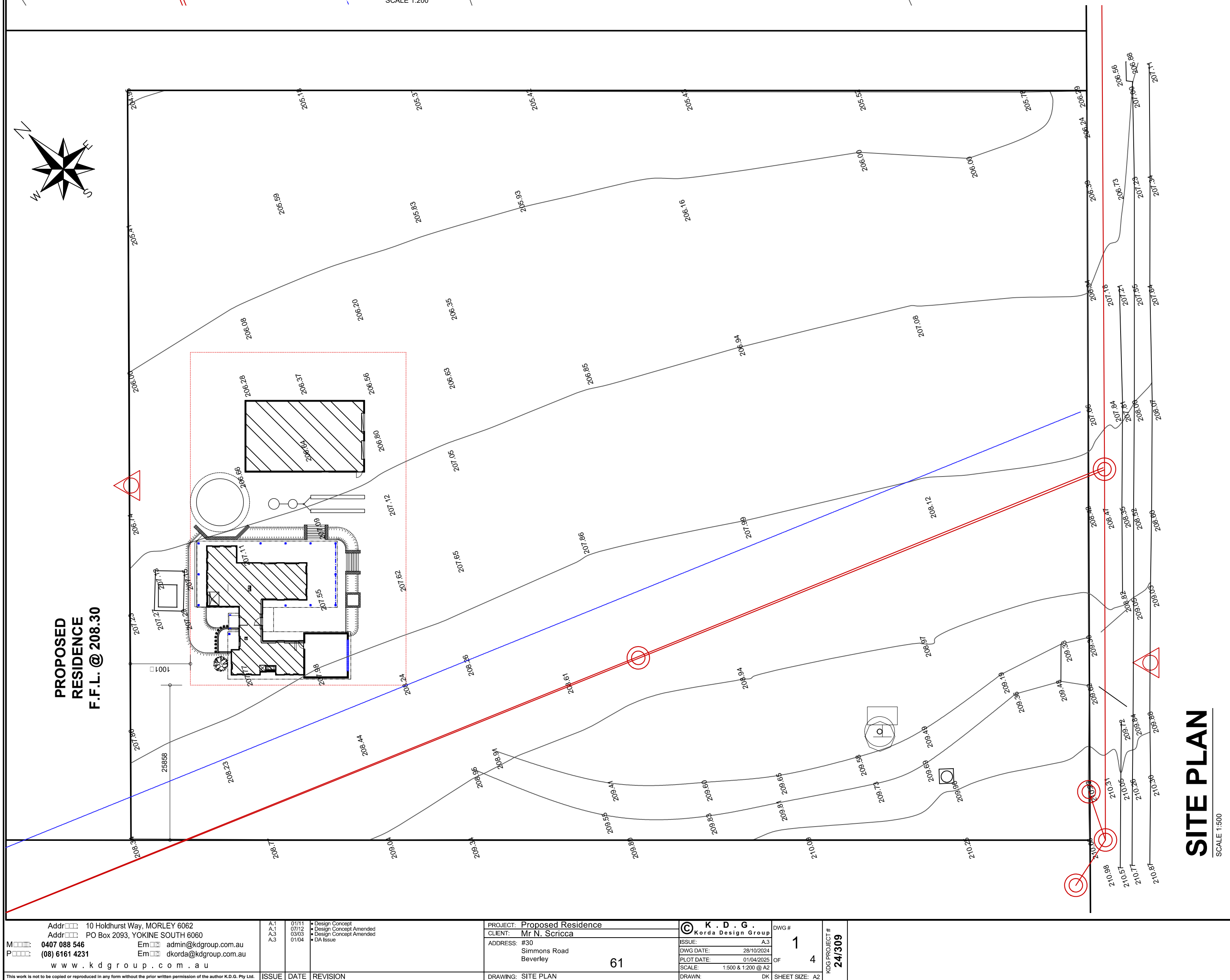
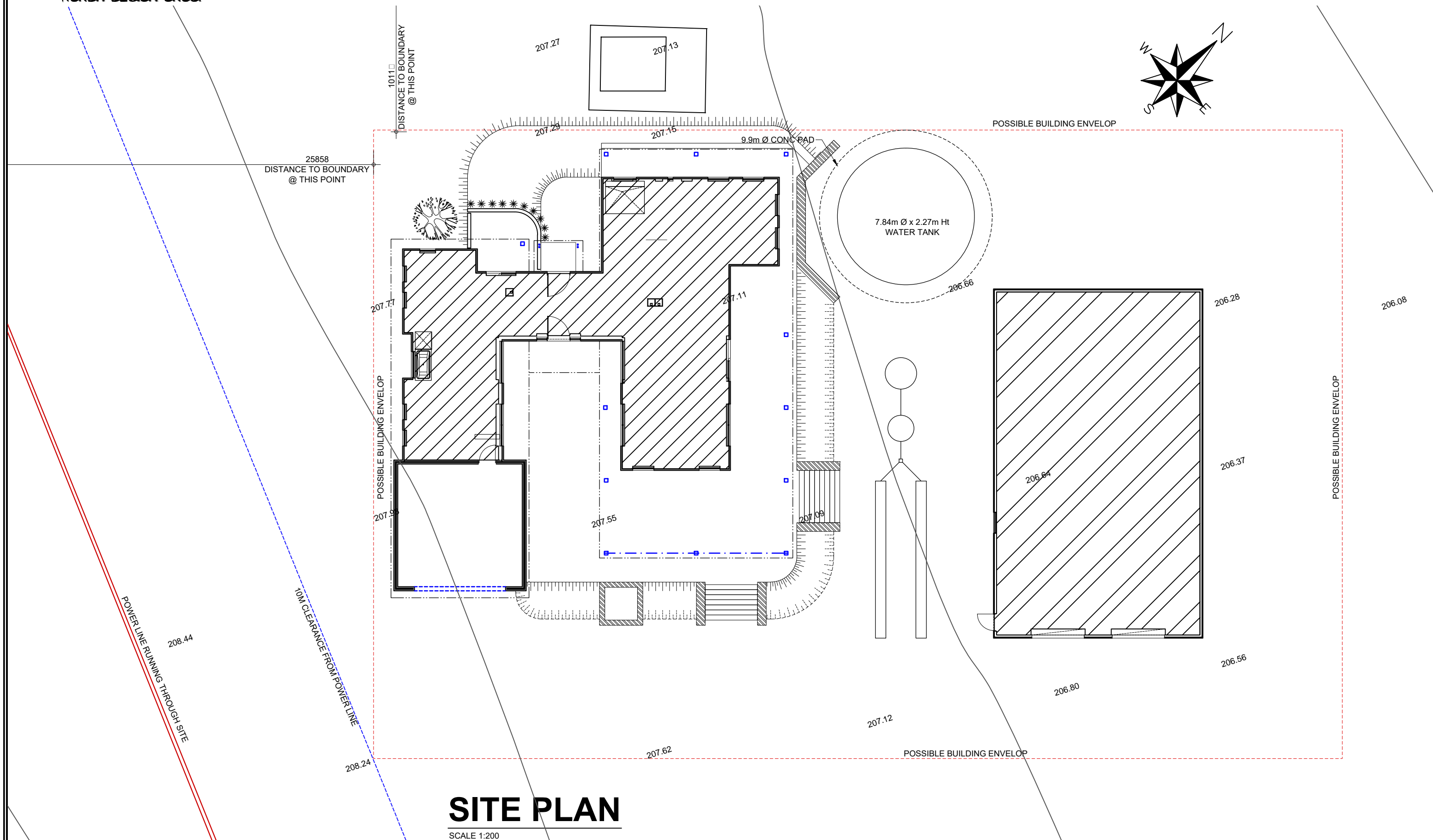
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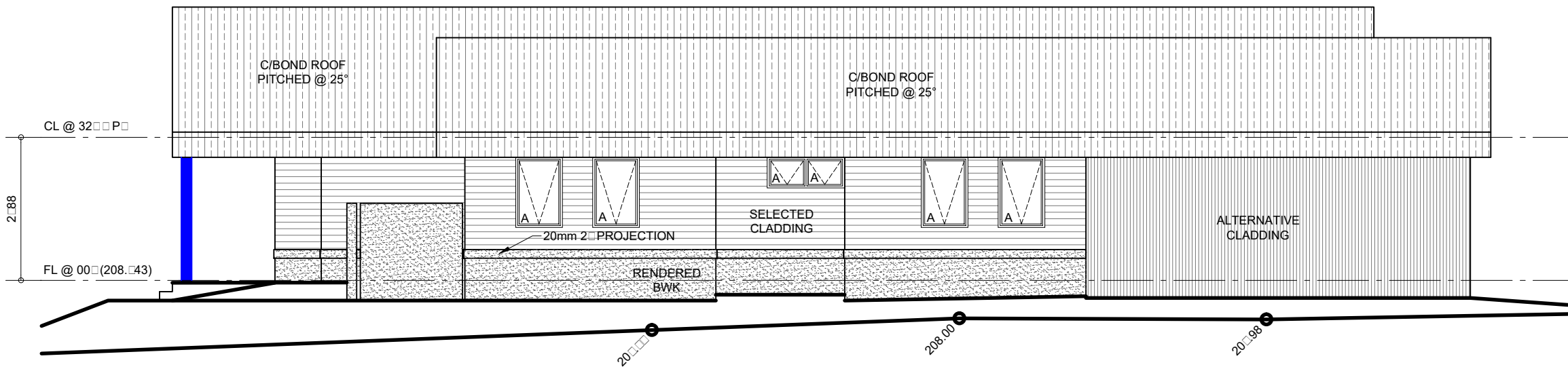
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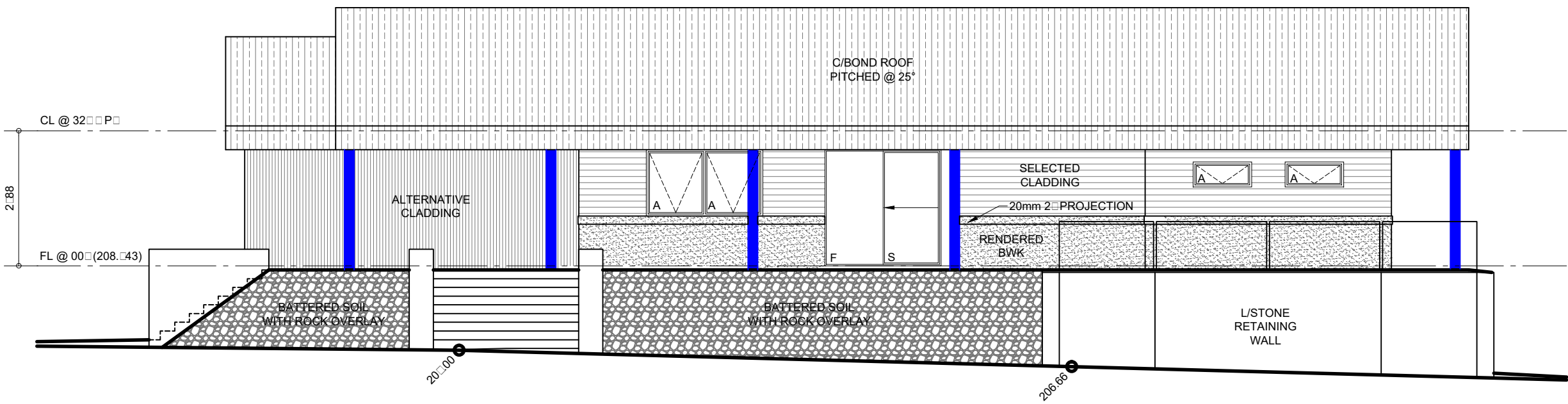




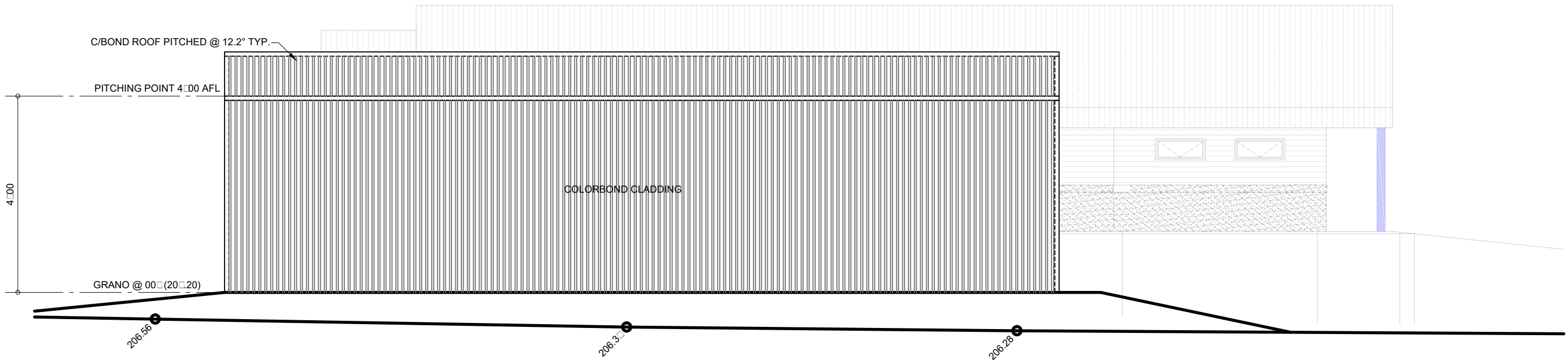




SOUTH WEST ELEVATION  
SIDE ELEVATION  
SCALE 1:100

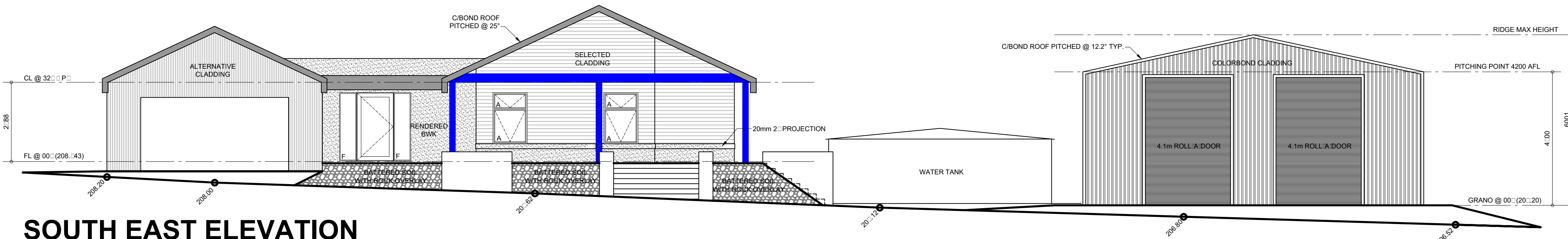


NORTH EAST ELEVATION  
SIDE ELEVATION - house  
SCALE 1:100

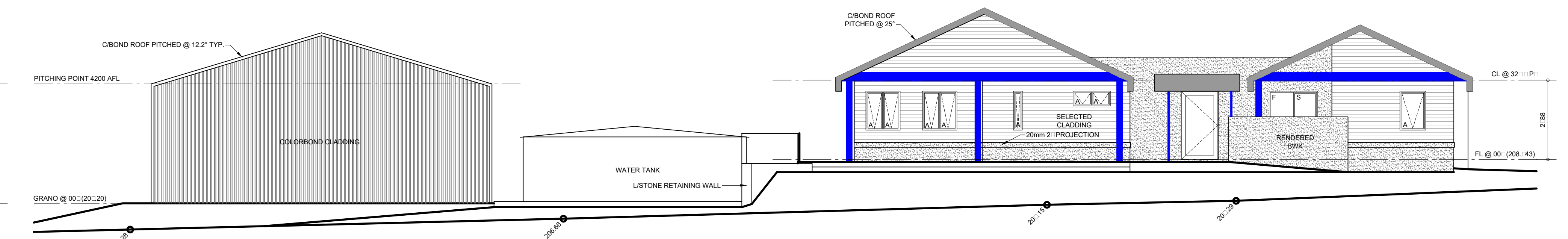


NORTH EAST ELEVATION  
SIDE ELEVATION - shed  
SCALE 1:100





**SOUTH EAST ELEVATION**  
**FRONT ELEVATION**  
SCALE 1:100



**NORTH WEST ELEVATION**  
**REAR ELEVATION**  
SCALE 1:100

## **9.6 Road Dedication – Ki Road**

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<b>Submission To:</b>	<b>Ordinary Council Meeting 25 June 2025</b>
<b>Report Date:</b>	<b>18 June 2025</b>
<b>Applicant:</b>	<b>Ian &amp; Rebecca Warwick</b>
<b>File Reference:</b>	<b>ADM 0010</b>
<b>Author and Position:</b>	<b>Stefan de Beer, Manager of Planning</b>
<b>Previously Before Council:</b>	<b>No</b>
<b>Disclosure(s) Of Interest:</b>	<b>Nil</b>
<b>Attachments:</b>	<b>Locality Map, Road Dedication Sketch Plan</b>

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### **SUMMARY**

A request has been received from the owner of the affected Lot 3317 on Ki Road to dedicate a portion of land as a Road Reserve. It will be recommended the request be granted.

### **BACKGROUND**

The subject site is located at Lot 3317 Ki Road and zoned '*Rural*' in terms of the Shire of *Beverley Local Planning Scheme No. 3* (LPS 3). Please refer to the attached Locality Map.

The proposal for road dedication is required to allow for correction of an anomaly where the road was constructed outside of the registered Road Reserve, encroaching onto the applicant's private land as shown in the attached drawing.

### **COMMENT**

The process of road dedication is required to be done to correct the above-described anomaly.

### **CONSULTATION**

No Consultation is required.

### **STATUTORY ENVIRONMENT**

*Land Administration Act 1997.*

### **FINANCIAL IMPLICATIONS**

Shire of Beverley will be liable for (all approx.):

- Land Surveying Fees: \$7,000
- Land Valuation Services: \$2,000
- Conveyancing Services: \$5,000
- Compensation for land taken: \$1,000

### **STRATEGIC IMPLICATIONS**

Strategic Pillar: 4. Civic Leadership  
Strategic Priorities: 4.3 Responsible planning

### **POLICY IMPLICATIONS**

There are no policy implications relative to this application.

### **VOTING REQUIREMENT**

Simple Majority

### **OFFICER'S RECOMMENDATION & COUNCIL RESOLUTION**

**M7/0625**

**Moved Cr Sattler**

**Seconded Cr Ridgway**

**That Council resolve to dedicate the land as described in the attached drawing as a road pursuant to section 56 of the Land Administration Act 1997.**

**CARRIED 6/0**

*For: Cr White, Cr Ridgway, Cr Brown, Cr Lawlor, Cr Martin & Cr Sattler  
Against: Nil*







 (Cart)

**Measurement**

   | Sq Meters ▾

Measurement Result

**283.6 Sq Meters**

[Clear](#)





## **10. BUILDING SERVICES & ENVIRONMENTAL HEALTH SERVICES**

Nil

## **11. FINANCE**

### **11.1 Monthly Financial Report**

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<b>Submission To:</b>	<b>Ordinary Council Meeting 25 June 2025</b>
<b>Report Date:</b>	<b>17 June 2025</b>
<b>Applicant:</b>	<b>N/A</b>
<b>File Reference:</b>	<b>N/A</b>
<b>Author and Position:</b>	<b>Simon Marshall, Deputy Chief Executive Officer</b>
<b>Previously Before Council:</b>	<b>N/A</b>
<b>Disclosure(s) Of Interest:</b>	<b>Nil</b>
<b>Attachments:</b>	<b>May 2025 Financial Reports</b>

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#### **SUMMARY**

Council to consider accepting the financial report for the period ending 31 May 2025.

#### **BACKGROUND**

There is a statutory requirement that the Local Government is to prepare, each month, a statement of financial activity reporting on sources and applications of its funds and to present the statement to Council.

Council adopted a budget variance reporting parameter of 10% on budgeted items of \$10,000 or greater at the July 2024 Ordinary Meeting, item 11.3.

#### **COMMENT**

The monthly financial reports for the period ending 31 May 2025 have been provided and include:

- Financial Activity Statement by Nature;
- Statement of Net Current Assets;
- Statement of Financial Position; and
- Investment of Surplus Funds Report.

#### **STATUTORY ENVIRONMENT**

Section 6.4(1) of the *Local Government Act* provides that a local government is to prepare an annual financial report for the preceding financial year and such other financial reports as are prescribed.

Regulation 34 of the *Local Government (Financial Management) Regulations* requires a Statement of Financial Activity to be prepared each month which is to contain the following details:

- (a) annual budget estimates;
- (b) budget estimates to the end of the month;
- (c) actual amount of expenditure and revenue;
- (d) material variances between comparable amounts in (b) and (c) above; and
- (e) the net current assets at the end of the month to which the statement relates (i.e. surplus / (deficit) position).

The Statement is to be accompanied by:

- (a) explanation of the composition of net current assets, less committed assets and restricted assets;
- (b) explanation of the material variances; and
- (c) such other information considered relevant by the local government.

### FINANCIAL IMPLICATIONS

All revenue and expenditure, unless disclosed in the notes to material variances, are as per the 2024/25 Budget.

### STRATEGIC IMPLICATIONS

- Strategic Pillar: 1. Economy  
4. Civic Leadership
- Strategic Priorities: 4.1 Community and customer focus  
4.2 Continuous organisational improvement  
4.3 Responsible planning

### POLICY IMPLICATIONS

AF004 – Investing Surplus Funds

### RISK IMPLICATIONS

It is a requirement of the *Local Government (Financial Management) Regulations 1996* that a Statement of Financial Activity is prepared within two months of the end of the reporting period. This report mitigates the risk of non-compliance.

Consequence	Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood					
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
Low	Monitor for ongoing improvement.
Medium	Comply with risk reduction measures to keep risk as low as reasonably practical.
High	Review the risk and take additional measures to ensure risk is low as reasonably achievable.
Severe	Unacceptable risk level, reduction measures must be introduced before proceeding.

### VOTING REQUIREMENTS

Simple Majority

### OFFICER'S RECOMMENDATION & COUNCIL RESOLUTION

**M8/0625**

**Moved Cr Brown**

**Seconded Cr Martin**

**That the monthly financial report for the month of May 2025 be accepted and material variances be noted.**

**CARRIED 6/0**

**For: Cr White, Cr Ridgway, Cr Brown, Cr Lawlor, Cr Martin & Cr Sattler**  
**Against: Nil**

<p style="text-align: center;"><b>SHIRE OF BEVERLEY</b>  <b>STATEMENT OF FINANCIAL ACTIVITY BY NATURE</b>  <b>FOR THE PERIOD ENDING</b>  <b>31 May 2025</b></p>						
Description	Budget 2024/25	YTD Budget 2024/25	YTD Actual 2024/25	YTD Variance	Favourable ▲ Unfavourable ▼	Notes To Material Variances
<b>Operating Revenue</b>						
Rates	3,410,624.00	3,409,124.00	3,399,094.53	(10,029.47)	▼	Rates discount expense (\$7,633) greater than anticipated due to rate notice date error and Rates raised (\$2,662) lower than anticipated.
Operating Grants, Subsidies and Contributions	593,892.00	529,001.00	457,064.33	(71,936.67)	▼	Financial Assistance Grant received (\$47,435) lower than anticipated and Cornerstone charges (\$59,470) budget misallocation, should have been allocated to Fees and Charges - see Fees and Charges variance note. Workers Comp reimbursements \$26,003 and Transport reimbursements \$4,634 greater than anticipated YTD.
Profit On Asset Disposal	5,050.00	5,050.00	6,414.97	1,364.97	▲	
Fees & Charges	1,124,912.00	1,091,935.00	1,593,772.29	501,837.29	▲	Storm damage material, water and dumping charges \$363,694, Town planning service fees \$20,487, Refuse site dumping charges \$11,195, Property Rate enquiry charges \$10,779, Standpipe charges \$10,638, State library funding for CRC programs \$9,400, Building permit fees \$7,776, Swimming Pool entry fees \$6,528, Caravan Park charges \$15,658, Gym Membership fees \$5,659 greater than anticipated YTD. Cornerstone charges \$52,357 YTD revenue, budget of \$59,470 allocated to Operating Grants, Subsidies and Contributions. Legal fees recovered (\$10,000) lower than anticipated.
Interest Earnings	147,836.00	109,256.00	268,454.26	159,198.26	▲	Interest earned on investments \$153,616 and Pensioner deferred interest on Rates \$5,973 greater than anticipated.
Other Revenue	373,770.00	276,053.00	283,567.44	7,514.44	▲	
Non-Operating Grants, Subsidies and Contributions	23,616,776.00	23,037,932.00	9,271,243.52	(13,766,688.48)	▼	York Williams Rd Bridge 3197 funding (\$7,930,673) funded directly to MRWA. AGRN 1061 Storm Damage funding (\$3,594,757) lower than anticipated YTD; Tender awarded/approved funding lower than anticipated. Waterhatch Rd Bridge 3195A R2R funding (\$1,486,000) transferred to contract liability and MRWA funding (\$743,000) not to be received this FY; works to progress by MRWA next FY.
<b>Total Operating Revenue</b>	<b>29,272,860.00</b>	<b>28,458,351.00</b>	<b>15,279,611.34</b>	<b>(13,178,739.66)</b>		
<b>Operating Expenditure</b>						
Employee Costs	(2,678,612.00)	(2,272,554.00)	(2,264,718.44)	7,835.56	▲	
Materials & Contracts	(2,430,226.00)	(1,802,088.00)	(1,673,880.73)	128,207.27	▲	Bridge maintenance expense \$13,476 greater than anticipated; 2/3 repair funding to be claimed from MRWA.
Utilities	(319,668.00)	(270,753.00)	(224,211.41)	46,541.59	▲	Standpipe water \$28,379 and other facilities utilities \$18,163 lower than anticipated YTD.
Depreciation On Non-Current Assets	(2,478,107.00)	(2,287,522.00)	(2,496,127.33)	(208,605.33)	▼	Depreciation expense higher than anticipated.
Interest Expenses	(87,741.00)	(41,580.00)	(37,943.31)	3,636.69	▲	
Insurance Expenses	(326,297.00)	(325,981.00)	(333,618.69)	(7,637.69)	▼	
Other Expenditure	(88,581.00)	(87,094.00)	(92,727.44)	(5,633.44)	▼	

<p style="text-align: center;"><b>SHIRE OF BEVERLEY</b>  <b>STATEMENT OF FINANCIAL ACTIVITY BY NATURE</b>  <b>FOR THE PERIOD ENDING</b>  <b>31 May 2025</b></p>						
Description	Budget 2024/25	YTD Budget 2024/25	YTD Actual 2024/25	YTD Variance	Favourable ▲ Unfavourable ▼	Notes To Material Variances
Loss On Asset Disposal	(10,284.00)	(10,284.00)	(16,665.60)	(6,381.60)	▼	
<b>Total Operating Expenditure</b>	<b>(8,419,516.00)</b>	<b>(7,097,856.00)</b>	<b>(7,139,892.95)</b>	<b>(42,036.95)</b>		
<b>Net Operating</b>	<b>20,853,344.00</b>	<b>21,360,495.00</b>	<b>8,139,718.39</b>	<b>(13,220,776.61)</b>		
<b>Capital Income</b>						
Proceeds from Sale of Assets	77,880.00	77,880.00	72,830.04	(5,049.96)	▼	
New Loan Raised	4,500,000.00	4,500,000.00	1,500,000.00	(3,000,000.00)		Chestillion Crt housing and Cabin expansion developments to be carried over to 25/26.
<b>Total Capital Income</b>	<b>4,577,880.00</b>	<b>4,577,880.00</b>	<b>1,572,830.04</b>	<b>(3,005,049.96)</b>		
<b>Capital Expenditure</b>						
Land and Buildings	(6,415,000.00)	(3,603,700.00)	(652,098.35)	2,951,601.65	▲	Civic Centre and Town Square (\$14,411), 59 Smith Street retaining wall works (\$7,106) and Hunt Rd Unit Refurbishment (\$7,206) greater than anticipated. <b>Note:</b> These variances primarily relate the internal staff labour expenses. Budgeted funds are generally based on cash expenses for materials and contractors. WACHS 8 Unit development project \$2,000,000 will be modified and scaled down to 4 Units for 2025/26. 6 Unit Cabin development \$1,000,000 will be carried over to 2025/26 and grant funding sought.
Plant and Equipment	(188,000.00)	(165,000.00)	(155,469.13)	9,530.87	▲	
Office Furniture and Equipment	(78,000.00)	(78,000.00)	(80,328.82)	(2,328.82)	▼	
Road Construction	(11,761,272.00)	(11,712,960.00)	(8,152,511.80)	3,560,448.20	▲	Mawson Rd widen and seal contract works (\$40,088), Waterhatch Rd reconstruct and widen contract works (\$38,652), Dave Woodward Drv construct and seal contract works (\$7,965), Kokeby East Rd prep shoulders (\$8,544) over budget. Waterhatch, Mawson and Morbinning Rd 2nd sealing jobs \$146,695, Waterhatch Rd Prep Shoulders \$106,313, Mawson Rd Prep Shoulders \$65,404, Edison Mill Rd Gravel Sheet \$54,588, Maitland Rd Gravel Sheet \$35,358 and Bartram St construct and seal \$3,394 under budget. <b>Note:</b> These under expenditure variances primarily relate the internal staff labour and plant expenses which have been or will be allocated to other operational areas. AGRN1061 Storm Damage works \$3,250,130 lower than anticipated. See Non Operating Grants, Subsidies and Contributions note above.
Other Infrastructure	(12,166,077.00)	(12,166,077.00)	(1,726,895.64)	10,439,181.36	▲	York Williams Rd Bridge 3197 \$8,227,993 and Waterhatch Rd Bridge 3195A \$2,229,000 project expenses to be borne by MRWA. See Non Operating Grants, Subsidies and Contributions note above.

SHIRE OF BEVERLEY STATEMENT OF FINANCIAL ACTIVITY BY NATURE FOR THE PERIOD ENDING 31 May 2025						
Description	Budget 2024/25	YTD Budget 2024/25	YTD Actual 2024/25	YTD Variance	Favourable ▲ Unfavourable ▼	Notes To Material Variances
Leases	(6,648.00)	(6,648.00)	(5,331.03)	1,316.97	▲	
Loans - Principal Repayments	(148,300.00)	(120,929.00)	(120,929.50)	(0.50)	▼	
<b>Total Capital Expenditure</b>	<b>(30,763,297.00)</b>	<b>(27,853,314.00)</b>	<b>(10,893,564.27)</b>	<b>16,959,749.73</b>		
<b>Net Capital</b>	<b>(26,185,417.00)</b>	<b>(23,275,434.00)</b>	<b>(9,320,734.23)</b>	<b>13,954,699.77</b>		
<b>Adjustments</b>						
Depreciation Written Back	2,478,107.00	2,287,522.00	2,496,127.33	208,605.33		
Movement in Leave Reserve Cash Balance	0.00	0.00	3,681.32	3,681.32		
Movement in Non-Current Loan Repayments	0.00	0.00	0.00	0.00		
Movement in Non-Current SSL Income	0.00	0.00	0.00	0.00		
Movement in Non-Current Lease Repayments	0.00	0.00	0.00	0.00		
Movement in Non-Current Investments	0.00	0.00	0.00	0.00		
Movement in Non-Current LSL Provision	0.00	0.00	0.00	0.00		
Movement in Non-Current Deferred Pensioner Rates	0.00	0.00	0.00	0.00		
(Profit)/Loss on Disposal of Assets Written Back	5,234.00	5,234.00	10,250.63	5,016.63		
<b>Add Funding From</b>						
Transfer (To)/From Reserves	683,444.00	(5,975.00)	(5,974.86)	0.14		
Opening Surplus/(Deficit)	2,165,288.00	2,165,288.00	2,165,287.77	(0.23)		
<b>Total Adjustments</b>	<b>5,332,073.00</b>	<b>4,452,069.00</b>	<b>4,669,372.19</b>	<b>217,303.19</b>		
<b>CLOSING SURPLUS/(DEFICIT)</b>	<b>0.00</b>	<b>2,537,130.00</b>	<b>3,488,356.35</b>	<b>951,226.35</b>		

<b>SHIRE OF BEVERLEY</b> <b>STATEMENT OF NET CURRENT ASSETS</b> <b>FOR THE PERIOD ENDING</b> <b>31 May 2025</b>		
<b>Description</b>	<b>Actual 2023/24</b>	<b>YTD Actual 2024/25</b>
<b>Current Assets</b>		
Cash at Bank	3,363,019.27	2,494,779.49
Cash - Unrestricted Investments	573,194.08	1,820,575.59
Cash - Restricted Reserves	1,893,962.99	1,899,937.85
Cash on Hand	700.00	700.00
Accounts Receivable	1,201,326.09	1,472,103.73
Prepaid Expenses	0.00	0.00
Self Supporting Loan - Current	0.00	0.00
Inventory - Fuel	12,511.51	16,469.17
<b>Total Current Assets</b>	<b>7,044,713.94</b>	<b>7,704,565.83</b>
<b>Current Liabilities</b>		
Accounts Payable	(2,641,289.55)	(1,975,779.31)
Loan Liability - Current	(148,300.38)	(27,370.88)
Lease Liability - Current	0.00	(0.01)
Annual Leave Liability - Current	(294,386.93)	(294,386.93)
Long Service Leave Liability - Current	(202,078.63)	(202,078.63)
Doubtful Debts	0.00	0.00
<b>Total Current Liabilities</b>	<b>(3,286,055.49)</b>	<b>(2,499,615.76)</b>
<b>Adjustments</b>		
Less Restricted Reserves	(1,893,962.99)	(1,899,937.85)
Less Self Supporting Loan Income	0.00	0.00
Add Leave Reserves - Cash Backed	152,291.93	155,973.25
Add Loan Principal Expense	148,300.38	27,370.88
<b>Total Adjustments</b>	<b>(1,593,370.68)</b>	<b>(1,716,593.72)</b>
<b>NET CURRENT ASSETS</b>	<b>2,165,287.77</b>	<b>3,488,356.35</b>

<p style="text-align: center;"><b>SHIRE OF BEVERLEY</b>  <b>STATEMENT OF FINANCIAL POSITION</b>  <b>AS AT</b>  <b>31 May 2025</b></p>			
Description	Actual 2023/24	YTD Actual 2024/25	Movement
<b>Current Assets</b>			
Cash and Cash Equivalents	5,830,876.34	6,215,992.93	385,116.59
Accounts Receivable	925,082.09	1,472,103.73	547,021.64
Contract Asset - Current	276,244.00	0.00	(276,244.00)
Prepaid Expenses	0.00	0.00	0.00
Self Supporting Loan - Current	0.00	0.00	0.00
Inventory	12,511.51	16,469.17	3,957.66
<b>Total Current Assets</b>	<b>7,044,713.94</b>	<b>7,704,565.83</b>	<b>659,851.89</b>
<b>Current Liabilities</b>			
Accounts Payable	(984,885.55)	(424,893.81)	559,991.74
Contract Liability - Current	(1,656,404.00)	(1,550,885.50)	105,518.50
Loan Liability - Current	(148,300.38)	(27,370.88)	120,929.50
Lease Liability - Current	0.00	(0.01)	(0.01)
Annual Leave Liability - Current	(294,386.93)	(294,386.93)	0.00
Long Service Leave Liability - Current	(202,078.63)	(202,078.63)	0.00
Doubtful Debts	0.00	0.00	0.00
<b>Total Current Liabilities</b>	<b>(3,286,055.49)</b>	<b>(2,499,615.76)</b>	<b>786,439.73</b>
<b>Non-Current Assets</b>			
Non-Current Debtors	170,910.09	170,910.09	0.00
Non-Current Investments	62,378.13	62,378.13	0.00
Land and Buildings	29,585,060.75	29,539,641.69	(45,419.06)
Plant and Equipment	2,397,779.42	2,227,232.45	(170,546.97)
Furniture and Equipment	111,155.00	182,811.43	71,656.43
Infrastructure	141,937,083.50	150,290,812.94	8,353,729.44
Self Supporting Loan - Non Current	0.00	0.00	0.00
<b>Total Non-Current Assets</b>	<b>174,264,366.89</b>	<b>182,473,786.73</b>	<b>8,209,419.84</b>
<b>Non-Current Liabilities</b>			
Loan Liability - Non Current	(1,826,703.64)	(3,326,703.64)	(1,500,000.00)
Lease Liability - Non Current	0.00	(15,993.07)	(15,993.07)
Annual Leave - Non Current	0.00	0.00	0.00
Long Service Leave Liability - Non Current	(77,174.30)	(77,174.30)	0.00
<b>Total Non Current Liabilities</b>	<b>(1,903,877.94)</b>	<b>(3,419,871.01)</b>	<b>(1,515,993.07)</b>
<b>Net Assets</b>	<b>176,119,147.40</b>	<b>184,258,865.79</b>	<b>8,139,718.39</b>



<p style="text-align: center;"><b>SHIRE OF BEVERLEY</b>  <b>STATEMENT OF FINANCIAL POSITION</b>  <b>AS AT</b>  <b>31 May 2025</b></p>			
<b>Description</b>	<b>Actual 2023/24</b>	<b>YTD Actual 2024/25</b>	<b>Movement</b>
<b>Equity</b>			
Accumulated Surplus	(48,670,597.47)	(56,804,341.00)	(8,133,743.53)
Reserves - Cash Backed	(1,893,962.99)	(1,899,937.85)	(5,974.86)
Reserve - Revaluations	(125,554,586.94)	(125,554,586.94)	0.00
<b>Total Equity</b>	<b>(176,119,147.40)</b>	<b>(184,258,865.79)</b>	<b>(8,139,718.39)</b>

SHIRE OF BEVERLEY						
INVESTMENT OF SURPLUS FUNDS						
AS AT 31 May 2025						
Account #	Account Name	Amount Invested (\$)		Term	Interest Rate	Maturation
<b>4320546</b>	<b>Reserve Funds Bendigo</b>					
	Long Service Leave	155,973.25				
	Plant	201,028.45				
	Emergency Services	32,046.75				
	Building	145,009.49				
	Recreation Ground	704,617.81				
	Cropping Committee	81,600.32				
	Infrastructure	118,645.07				
	Senior Housing	277,882.68				
	Avondale Mach Museum	67,301.36				
	ITC Renewal Reserve	115,832.67	<b>1,899,937.85</b>	6 mnths	5.03%	23/06/2025
<b>5081501</b>	<b>Term Deposit Bendigo</b>	524,893.70		3 mnths	4.55%	24/06/2025
<b>5060661</b>	<b>Term Deposit Bendigo</b>	514,991.47		4 mnths	4.61%	27/06/2025
<b>5119665</b>	<b>Term Deposit Bendigo</b>	259,360.84		3 mnths	4.40%	29/07/2025
<b>5147182</b>	<b>Term Deposit Bendigo</b>	521,329.58		2 mnths	4.17%	29/07/2025
			<b>1,820,575.59</b>			
	<b>Total</b>		<b>3,720,513.44</b>			

## **11.2 Accounts Paid by Authority**

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<b>Submission To:</b>	<b>Ordinary Council Meeting 25 June 2025</b>
<b>Report Date:</b>	<b>18 June 2025</b>
<b>Applicant:</b>	<b>N/A</b>
<b>File Reference:</b>	<b>N/A</b>
<b>Author and Position:</b>	<b>Simon Marshall, Deputy Chief Executive Officer</b>
<b>Previously Before Council:</b>	<b>N/A</b>
<b>Disclosure(s) Of Interest:</b>	<b>Nil</b>
<b>Attachments:</b>	<b>May 2025 List of Reports</b>

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### **SUMMARY**

Council to consider authorising the payment of accounts.

### **BACKGROUND**

The following list represents accounts paid by authority for the month of May 2025.

### **COMMENT**

Unless otherwise identified, all payments have been made in accordance with Council's 2024/25 Budget.

### **STATUTORY ENVIRONMENT**

Regulation 12 of the *Local Government (Financial Management) Regulations* provides that:

- (1) A payment may only be made from the municipal fund or the trust fund —
  - (a) if the local government has delegated to the CEO the exercise of its power to make payments from those funds — by the CEO; or
  - (b) otherwise, if the payment is authorised in advance by a resolution of the council.
- (2) The council must not authorise a payment from those funds until a list prepared under regulation 13(2) containing details of the accounts to be paid has been presented to the council.

Regulation 13 of the *Local Government (Financial Management) Regulations* provides that:

- (1) If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared —
  - (a) the payee's name;
  - (b) the amount of the payment;
  - (c) the date of the payment; and
  - (d) sufficient information to identify the transaction.
- (2) A list of accounts for approval to be paid is to be prepared each month showing —
  - (a) for each account which requires council authorisation in that month —
    - (i) the payee's name;
    - (ii) the amount of the payment; and
    - (iii) sufficient information to identify the transaction;

and

(b) the date of the meeting of the Council to which the list is to be presented.

(3) A list prepared under sub regulation (1) or (2) is to be —

(a) presented to the Council at the next ordinary meeting of the council after the list is prepared; and

(b) recorded in the minutes of that meeting.

## FINANCIAL IMPLICATIONS

Unless otherwise identified, all payments have been made in accordance with Council's 2024/25 Budget.

## STRATEGIC IMPLICATIONS

Nil

## POLICY IMPLICATIONS

Authority to Purchase – All acquisitions should be in accordance with budget provisions or to a maximum specified cost.

## RISK IMPLICATIONS

Failure to present a detailed listing in the prescribed form would result in non-compliance *Local Government (Financial Management) Regulations 1996*, this report mitigates the risk of non-compliance.

Consequence	Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood					
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
Low	Monitor for ongoing improvement.
Medium	Comply with risk reduction measures to keep risk as low as reasonably practical.
High	Review the risk and take additional measures to ensure risk is low as reasonably achievable.
Severe	Unacceptable risk level, reduction measures must be introduced before proceeding.

## VOTING REQUIREMENTS

Simple Majority

## OFFICER'S RECOMMENDATION & COUNCIL RESOLUTION

**M9/0625**

**Moved Cr Ridgway**

**Seconded Cr Lawlor**

**That the List of Accounts as presented, be received:**

### May 2025

#### **(1) Municipal Fund – Account 016-540 259 838 056**

##### **Cheque vouchers**

22 May 2025	1945-1945	(1)	\$	51.44	(authorised by CEO S Gollan and DCEO S Marshall)
<b>Total of cheque vouchers for May 2025 incl</b>				<b>\$</b>	<b>51.44 previously paid.</b>

##### **EFT vouchers**

07 May 2025	EFT 11334-11334	(1)	\$	2,221.79	(authorised by CEO S Gollan and DCEO S Marshall)
07 May 2025	EFT 1-36	(36)	\$	67,071.57	(authorised by CEO S Gollan and DCEO S Marshall)
12 May 2025	EFT 11335-11366	(31)	\$	769,403.84	(authorised by CEO S Gollan and DCEO S Marshall)
12 May 2025	EFT 11367-11373	(7)	\$	1,378.39	(authorised by CEO S Gollan and DCEO S Marshall)
12 May 2025	EFT 1-1	(1)	\$	1,688.52	(authorised by CEO S Gollan and DCEO S Marshall)
16 May 2025	EFT 11376-11376	(1)	\$	1,600.00	(authorised by CEO S Gollan and DCEO S Marshall)
21 May 2025	EFT 1-37	(37)	\$	65,619.13	(authorised by CEO S Gollan and DCEO S Marshall)
22 May 2025	EFT 11377-11381	(5)	\$	1,126,109.90	(authorised by CEO S Gollan and DCEO S Marshall)
23 May 2025	EFT 1-8	(8)	\$	3,979.01	(authorised by CEO S Gollan and DCEO S Marshall)
30 May 2025	EFT 11383-11410	(26)	\$	562,926.27	(authorised by CEO S Gollan and Pres D White)
30 May 2025	EFT 11411-11414	(4)	\$	2,189.44	(authorised by CEO S Gollan and Pres D White)
<b>Total of EFT vouchers for May 2025 incl</b>				<b>\$</b>	<b>2,604,187.86 previously paid</b>

#### **(2) Trust Fund – Account 016-259 838 128**

##### **Cheque vouchers**

Nil vouchers

<b>Total of cheque vouchers for May 2025 incl</b>				<b>\$</b>	<b>0.00 previously paid.</b>
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##### **EFT vouchers**

12 May 2025	EFT 11374-11375	(2)	\$	400.00	(authorised by CEO S Gollan and DCEO S Marshall)
<b>Total of EFT vouchers for May 2025 incl</b>				<b>\$</b>	<b>400.00 previously paid.</b>

<b>(3) Direct Debit Payments totalling</b>	<b>\$</b>	<b>85,417.79 previously paid.</b>
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<b>(4) Credit Card Payments totalling</b>	<b>\$</b>	<b>1,581.36 previously paid.</b>
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**CARRIED 6/0**

*For: Cr White, Cr Ridgway, Cr Brown, Cr Lawlor, Cr Martin & Cr Sattler  
Against: Nil*

## SHIRE OF BEVERLEY

**CHEQUE DETAIL - Municipal and Trust Accounts - MAY 2025**

TYPE	NUM	DATE	PAYEE	DETAILS	AMT PAID	TOTALS
Cheque #	1945	22 May 2025	Water Corporation	Water use - Mens Shed (Vincent St): Service Fees: May - Jun 25	(51.44)	(51.44)
EFT Pymt	EFT 11334	07 May 2025	Telstra Limited	2025-045 Apr Telephone accounts	(2,221.79)	(2,221.79)
EFT Pymt	EFT 11335	12 May 2025	AITIS Specialists Pty Ltd	2025-04 Apr Fuel Tax Credits	(235.07)	
EFT Pymt	EFT 11336	12 May 2025	Advanteering Civil Engineers, D B Cunr BC2401 - Brg 3205 Bremner Rd: Bridge replacement - progress pymt 03		(536,802.67)	
EFT Pymt	EFT 11337	12 May 2025	Appliance Testing Supplies (Exelnetwor	Annual recalibration of Metrel portable appliance tester	(242.00)	
EFT Pymt	EFT 11338	12 May 2025	Australian Critical Minerals Pty Ltd	Rates refund (overpayment) for A51767 - E70/05574 Mining Tenements Beverley V	(5.20)	
EFT Pymt	EFT 11339	12 May 2025	Avon Trading Pty Ltd	2025-04 Apr Hardware purchases	(2,798.87)	
EFT Pymt	EFT 11340	12 May 2025	Avon Waste	2,086 Bin Collection FE 11, 18 Apr 25 inc Recycling Bins & 4 x Recycling Collectio	(5,716.17)	
EFT Pymt	EFT 11341	12 May 2025	BSL - DMIRS Dept Mines, Industry Reg	2025-04 Apr 25 Collections x 4 (Lics 24/25: 33, 34, 35 ,36)	(887.39)	
EFT Pymt	EFT 11342	12 May 2025	Beverley Bakehouse and Cafe	Council Meet - 23 Apr 2025: Catering for lunch	(179.50)	
EFT Pymt	EFT 11343	12 May 2025	Beverley Community Resource Centre	Printing: Oct 2024 Council Minutes	(67.20)	
EFT Pymt	EFT 11344	12 May 2025	Beverley Station Arts Inc	Sponsorship for 2025 Beverley Easter Art Prize and Exhibition	(2,600.00)	
EFT Pymt	EFT 11345	12 May 2025	Beverley Transport Service	BC2401 Bremner Rd bridge: Truck hire to cart gravel	(3,960.00)	
EFT Pymt	EFT 11346	12 May 2025	Beverley Tyre Service - BTS	2025-04 Apr Tyre purchases	(800.00)	
EFT Pymt	EFT 11347	12 May 2025	Bookeasy Australia Pty Ltd	2025-04 Apr Room Manager Online Booking System Subscription	(242.00)	
EFT Pymt	EFT 11348	12 May 2025	CTF - Construction Training Fund (BCI	2025-04 Apr 25 Collections x 2 (Lics 24/25: 34, 35)	(580.73)	
EFT Pymt	EFT 11349	12 May 2025	Chronicle Rip Pty Ltd	St John in the Wilderness Cemetery: 2025/26 Chronicle software licensing renewal	(572.21)	
EFT Pymt	EFT 11350	12 May 2025	Copyworld Toshiba	2025-04 Apr 25: Copy fees for 'Bert' & 'Ernie' Estudio 6525 AC	(527.03)	
EFT Pymt	EFT 11351	12 May 2025	Distinctive Pools Pty Ltd	LBS2402 - Swim Pool Redev Stage 1 - Progress pymt 02 Apr 2025	(167,661.68)	
EFT Pymt	EFT 11352	12 May 2025	Hutton and Northey Sales	Various plant: Parts	(442.47)	
EFT Pymt	EFT 11353	12 May 2025	Landgate	Valuation Fees: Rural UV General Reval): 2024/25 & Title search	(14,347.72)	
EFT Pymt	EFT 11354	12 May 2025	Michael Wilson	2025-05 May (Ed 487) Blarney: Printing & delivery	(250.00)	
EFT Pymt	EFT 11356	12 May 2025	Node One Pty Ltd	2025-05 May NBN Fixed wireless Business FW Plus 75/10 mbps unlimited (5 share	(89.00)	
EFT Pymt	EFT 11357	12 May 2025	Onsite Repairs	Various plant: Repairs	(1,336.50)	
EFT Pymt	EFT 11358	12 May 2025	Paul Bennet Airshows	2026 Air Show: Marketing proposal	(6,050.00)	

## SHIRE OF BEVERLEY

**CHEQUE DETAIL - Municipal and Trust Accounts - MAY 2025**

TYPE	NUM	DATE	PAYEE	DETAILS	AMT PAID	TOTALS
EFT Pymt	EFT 11359	12 May 2025	Scavenger Supplies Pty Ltd	Bev Fire Brigades: Personal protection equipment	(1,559.80)	
EFT Pymt	EFT 11360	12 May 2025	Shire of Beverley	Retention fee 02 on Progress pymt 02 (Inv 0521 - LBS2402 - Swim Pool Redev Sta	(18,629.08)	
EFT Pymt	EFT 11361	12 May 2025	Shire of Goomalling	Public Relations: Avon Valley website amendment	(17.60)	
EFT Pymt	EFT 11362	12 May 2025	Staff - Simon Marshall	Reimbursement: BEV0 (PSDN19): Tyre rotation	(99.00)	
EFT Pymt	EFT 11363	12 May 2025	Staff - Stefan de Beer	Reimbursements: Various	(457.90)	
EFT Pymt	EFT 11364	12 May 2025	Synergy	Power use - Caravan Park & 59 Smith St: 15 Feb - 17 Apr 25	(1,184.12)	
EFT Pymt	EFT 11365	12 May 2025	WA Contract Ranger Services Pty Ltd	Ranger Services: 14, 24 Apr 2025	(775.50)	
EFT Pymt	EFT 11366	12 May 2025	York Laundromat	29 Apr 2025 Onsite Cabins Laundry fees	(287.43)	(769,403.84)
EFT Pymt	EFT 11367	12 May 2025	Australia Post	2025-04 Apr Postage	(172.33)	
EFT Pymt	EFT 11368	12 May 2025	BOC Limited	2025-04 Apr Cylinder Rental: Medical oxygen C size	(6.90)	
EFT Pymt	EFT 11369	12 May 2025	Beverley Supermarket & Liquor (IGA)	2025-04 Apr purchases	(181.26)	
EFT Pymt	EFT 11370	12 May 2025	Midalia Steel Northam	Vincent St Gardens: Materials	(333.09)	
EFT Pymt	EFT 11371	12 May 2025	Officeworks Ltd	2025-04 Apr Stationery order	(274.95)	
EFT Pymt	EFT 11372	12 May 2025	Team Global Express Pty Ltd (nee Toll	Freight charges: 27 - 31 Mar 2025	(145.86)	
EFT Pymt	EFT 11373	12 May 2025	York Landscape Supplies	Lesser Hall: Landscaping stone	(264.00)	(1,378.39)
EFT Pymt	EFT 11376	16 May 2025	Gardner Autos Pty Ltd	BE000 (PUTE12): Repairs to electrical system	(1,600.00)	(1,600.00)
EFT Pymt	EFT 11377	22 May 2025	Beverley Dome Roadhouse (BDR)	3,999 L Diesel @ \$1.4618/L GST excl	(6,430.39)	
EFT Pymt	EFT 11378	22 May 2025	Focus Networks	2025-04 Apr Software as a Service (SaaS) Addition	(11.11)	
EFT Pymt	EFT 11379	22 May 2025	HC Construction Services Pty Ltd	AGRN1061 Storm & assoc flooding (25-26 Mar 2023): Claim 09 - Apr 2025	(130,251.00)	
EFT Pymt	EFT 11380	22 May 2025	MC Civil Contractors (MCC) Down Sou	AGRN1061 Storm & assoc flooding (25-26 Mar 2023): Claim 09	(988,911.06)	
EFT Pymt	EFT 11381	22 May 2025	York Laundromat	06 - 13 May 2025 Onsite Cabins Laundry fees	(506.34)	(1,126,109.90)
EFT Pymt	EFT 11383	30 May 2025	Advanteering Civil Engineers, D B Cunr	BC2401 - Brg 3205 Bremner Rd: Bridge replacement - progress pymt 04	(383,430.48)	
EFT Pymt	EFT 11384	30 May 2025	Avon Waste	4,172 Bin Collection ME 09,16 May 25 inc Recycling Bins & 4 x Recycling Collecti	(11,432.34)	
EFT Pymt	EFT 11385	30 May 2025	Beverley Medical Practice, BB Health S	Pre Employment medical: J Reynolds	(120.00)	
EFT Pymt	EFT 11386	30 May 2025	Beverley Post News and Gifts (BPNG)	2025-04 Apr Newspaper Subscription & Stationery Purchases	(77.50)	

## SHIRE OF BEVERLEY

**CHEQUE DETAIL - Municipal and Trust Accounts - MAY 2025**

TYPE	NUM	DATE	PAYEE	DETAILS	AMT PAID	TOTALS
EFT Pymt	EFT 11387	30 May 2025	CES - City Electric Supply	Rec Grnd Changerooms: Lighting	(237.05)	
EFT Pymt	EFT 11388	30 May 2025	Chantelle Marie Meade	Council Meet - 28 May 2025: Catering	(360.00)	
EFT Pymt	EFT 11389	30 May 2025	Corsign WA Pty Ltd	Vincent St signage: 14 x Pedestrians to give way to vehicles	(369.60)	
EFT Pymt	EFT 11390	30 May 2025	Department of Planning Lands and Heri	2025-05 May: Leases M252204 & M355805	(389.57)	
EFT Pymt	EFT 11391	30 May 2025	Distinctive Pools Pty Ltd	LBS2402 - Swim Pool Redev Stage 1 - Progress pymt 03 - May 2025	(67,886.10)	
EFT Pymt	EFT 11393	30 May 2025	Filters Plus	Various plant: Various filters	(537.68)	
EFT Pymt	EFT 11394	30 May 2025	Focus Networks	2025-05 May Computer support & hardware purchases	(14,149.03)	
EFT Pymt	EFT 11395	30 May 2025	Kleen West Distributors	Various: Cleaning products	(1,022.12)	
EFT Pymt	EFT 11396	30 May 2025	Landgate	Valuation Fees: Various	(428.70)	
EFT Pymt	EFT 11397	30 May 2025	McLeods Lawyers Pty Ltd	2026 Bev Air Show: Prep of agreement	(4,144.19)	
EFT Pymt	EFT 11398	30 May 2025	Michael Wilson	2025-06 Jun (Ed 488) Blarney: Printing & delivery	(250.00)	
EFT Pymt	EFT 11399	30 May 2025	RJ Jas - All Mechanical and Electronics	Various plant: Parts & repairs	(2,147.40)	
EFT Pymt	EFT 11400	30 May 2025	Redfish Technologies Pty Ltd	Gym: Replacement keyless entry module	(1,743.50)	
EFT Pymt	EFT 11402	30 May 2025	Shire of Beverley	Retention fee 03 on Progress pymt 03 (Inv 0527 - LBS2402 - Swim Pool Redev Sta	(7,542.90)	
EFT Pymt	EFT 11403	30 May 2025	Shire of Pingelly	Contribution to Feasibility study for the Beverley to Narrogin Transport Trail Project	(4,400.00)	
EFT Pymt	EFT 11404	30 May 2025	Synergy	2025-05 May Power accounts	(13,220.12)	
EFT Pymt	EFT 11405	30 May 2025	Twinkarri - Intellife Group Ltd	Various rural roads: Tree pruning & mulching	(37,884.00)	
EFT Pymt	EFT 11406	30 May 2025	WA Contract Ranger Services Pty Ltd	Ranger Services: 30 Apr, 07 May 2025	(779.63)	
EFT Pymt	EFT 11407	30 May 2025	Westate Hose Supplies	Various fire appliances: Parts	(1,876.95)	
EFT Pymt	EFT 11408	30 May 2025	Wheatbelt Arborist Service Professiona	Various Streets: Tree lopping under power lines	(7,381.00)	
EFT Pymt	EFT 11409	30 May 2025	York Laundromat	20 - 23 May 2025 Onsite Cabins Laundry fees	(353.71)	
EFT Pymt	EFT 11410	30 May 2025	Zircodata Pty Ltd	2025-04 Apr: Storage of Archives 221 x A1 Storage Boxes (Std Ctn)	(762.70)	(562,926.27)
EFT Pymt	EFT 11411	30 May 2025	Bunnings Building Supplies P/L	Various bldgs: Hardware purchases	(462.44)	
EFT Pymt	EFT 11412	30 May 2025	Elders Rural Services Aust Ltd	Various rural roads: Fencing equipment	(231.00)	
EFT Pymt	EFT 11413	30 May 2025	Hungry Sky Pty Ltd	Bev Visitor Centre IT Handover	(1,364.00)	



## SHIRE OF BEVERLEY

**CHEQUE DETAIL - Municipal and Trust Accounts - MAY 2025**

TYPE	NUM	DATE	PAYEE	DETAILS	AMT PAID	TOTALS
EFT Pymt	EFT 11414	30 May 2025	York Landscape Supplies	Admin Bldg Carpark: Gravel supplies	(132.00)	(2,189.44)
Direct Debit	DD5010.01	06 May 2025	Shadforth Portfolio Service - Super	Superannuation contributions	(1,200.65)	
Direct Debit	DD5010.02	06 May 2025	National Mutual Retirement Fund	Superannuation contributions	(248.93)	
Direct Debit	DD5010.03	06 May 2025	Mercer Super Trust, The Trustee for	Superannuation contributions	(583.93)	
Direct Debit	DD5010.04	06 May 2025	Macquarie Superannuation Plan	Superannuation contributions	(322.46)	
Direct Debit	DD5010.05	06 May 2025	HostPlus	Superannuation contributions	(318.41)	
Direct Debit	DD5010.06	06 May 2025	Australian Super	Superannuation contributions	(1,636.00)	
Direct Debit	DD5010.07	06 May 2025	Aware Super Pty Ltd	Superannuation contributions	(6,859.72)	
Direct Debit	DD5010.08	06 May 2025	Australian Retirement Trust (Super func	Superannuation contributions	(131.54)	
Direct Debit	DD5010.09	06 May 2025	MLC MasterKey Personal Super	Superannuation contributions	(165.99)	
Direct Debit	DD5010.10	06 May 2025	REST	Superannuation contributions	(244.24)	
Direct Debit	DD5010.11	06 May 2025	Colonial First State Super (Gibson Dani	Superannuation contributions	(391.18)	
Direct Debit	DD5010.12	06 May 2025	AMP Lifetime Super	Superannuation contributions	(221.03)	
Direct Debit	DD5010.13	06 May 2025	UniSuper	Superannuation contributions	(323.44)	(12,647.52)
Direct Debit	DD5019.01	06 May 2025	Aware Super Pty Ltd	Superannuation contributions	(291.47)	
Direct Debit	DD5019.02	12 May 2025	Aware Super Pty Ltd	Payroll deductions	(500.00)	(791.47)
Direct Debit	DD5026.01	20 May 2025	Shadforth Portfolio Service - Super	Superannuation contributions	(1,200.65)	
Direct Debit	DD5026.02	20 May 2025	UniSuper	Superannuation contributions	(320.56)	
Direct Debit	DD5026.03	20 May 2025	National Mutual Retirement Fund	Superannuation contributions	(226.13)	
Direct Debit	DD5026.04	20 May 2025	Mercer Super Trust, The Trustee for	Superannuation contributions	(549.18)	
Direct Debit	DD5026.05	20 May 2025	Macquarie Superannuation Plan	Superannuation contributions	(335.96)	
Direct Debit	DD5026.06	20 May 2025	HostPlus	Superannuation contributions	(276.27)	
Direct Debit	DD5026.07	20 May 2025	Australian Super	Superannuation contributions	(1,636.00)	
Direct Debit	DD5026.08	20 May 2025	Aware Super Pty Ltd	Superannuation contributions	(6,469.42)	
Direct Debit	DD5026.09	20 May 2025	Australian Retirement Trust (Super func	Superannuation contributions	(136.88)	

## SHIRE OF BEVERLEY

**CHEQUE DETAIL - Municipal and Trust Accounts - MAY 2025**

TYPE	NUM	DATE	PAYEE	DETAILS	AMT PAID	TOTALS
Direct Debit	DD5026.10	20 May 2025	MLC MasterKey Personal Super	Superannuation contributions	(163.44)	
Direct Debit	DD5026.11	20 May 2025	REST	Superannuation contributions	(257.81)	
Direct Debit	DD5026.12	20 May 2025	Prime Super P/L	Superannuation contributions	(88.76)	
Direct Debit	DD5026.13	20 May 2025	Colonial First State Super (Gibson Dani	Superannuation contributions	(424.00)	
Direct Debit	DD5026.14	20 May 2025	AMP Lifetime Super	Superannuation contributions	(243.85)	(12,328.91)
Direct Debit	# 117	16 May 2025	1 - Bank Charges	Bank Charges - Account servicing fee	(22.00)	(22.00)
Direct Debit	# 117	23 May 2025	1 - Bank Charges	Bank charges Melb OPC Trace a token aged refund	0.16	0.16
Direct Debit	# 117	05 May 2025	7 - CBA Merchant Fee	CBA Merchant Fee - Muni	(370.01)	(370.01)
Direct Debit	# 117	05 May 2025	7 - CBA Merchant Fee	CBA Merchant Fee - Trust	(22.81)	(22.81)
Direct Debit	# 117	07 May 2025	8 - ANZ Transactive	ANZ Transactive	187.00	187.00
Direct Debit	# 117	07 May 2025	8 - ANZ Transactive	ANZ Transactive	(147.00)	(147.00)
Direct Debit	# 117	07 May 2025	8 - ANZ Transactive	ANZ Transactive	(40.00)	(40.00)
Direct Debit	# 117	07 May 2025	8 - ANZ Transactive	ANZ Transactive	(187.00)	(187.00)
Direct Debit	# 117	07 May 2025	12 - ANZ - BPAY	ANZ - BPAY	(77.00)	(77.00)
Direct Debit	# 117	07 May 2025	12 - ANZ - BPAY	ANZ - BPAY	(66.83)	(66.83)
Direct Debit	# 117	01 May 2025	3 - Payment for DoT	Payment for DoT	(2,029.20)	
Direct Debit	# 117	02 May 2025	3 - Payment for DoT	Payment for DoT	(1,476.35)	
Direct Debit	# 117	05 May 2025	3 - Payment for DoT	Payment for DoT	(3,866.15)	
Direct Debit	# 117	06 May 2025	3 - Payment for DoT	Payment for DoT	(1,555.85)	
Direct Debit	# 117	07 May 2025	3 - Payment for DoT	Payment for DoT	(2,757.20)	
Direct Debit	# 117	08 May 2025	3 - Payment for DoT	Payment for DoT	(3,296.25)	
Direct Debit	# 117	09 May 2025	3 - Payment for DoT	Payment for DoT	(2,257.20)	
Direct Debit	# 117	12 May 2025	3 - Payment for DoT	Payment for DoT	(892.55)	
Direct Debit	# 117	13 May 2025	3 - Payment for DoT	Payment for DoT	(3,113.20)	
Direct Debit	# 117	14 May 2025	3 - Payment for DoT	Payment for DoT	(3,337.75)	

SHIRE OF BEVERLEY

CHEQUE DETAIL - Municipal and Trust Accounts - MAY 2025

TYPE	NUM	DATE	PAYEE	DETAILS	AMT PAID	TOTALS
Direct Debit	# 117	15 May 2025	3 - Payment for DoT	Payment for DoT	(3,639.50)	
Direct Debit	# 117	16 May 2025	3 - Payment for DoT	Payment for DoT	(230.50)	
Direct Debit	# 117	19 May 2025	3 - Payment for DoT	Payment for DoT	(1,435.50)	
Direct Debit	# 117	20 May 2025	3 - Payment for DoT	Payment for DoT	(1,125.80)	
Direct Debit	# 117	21 May 2025	3 - Payment for DoT	Payment for DoT	(3,535.00)	
Direct Debit	# 117	22 May 2025	3 - Payment for DoT	Payment for DoT	(987.30)	
Direct Debit	# 117	23 May 2025	3 - Payment for DoT	Payment for DoT	(4,005.75)	
Direct Debit	# 117	26 May 2025	3 - Payment for DoT	Payment for DoT	(3,478.70)	
Direct Debit	# 117	27 May 2025	3 - Payment for DoT	Payment for DoT	(1,221.90)	
Direct Debit	# 117	28 May 2025	3 - Payment for DoT	Payment for DoT	(3,896.45)	
Direct Debit	# 117	29 May 2025	3 - Payment for DoT	Payment for DoT	(5,458.95)	
Direct Debit	# 117	30 May 2025	3 - Payment for DoT	Payment for DoT	(5,307.35)	(58,904.40)
Direct Debit	EFT 11382	26 May 2025	Credit Card - Shire of Beverley	2025-04 Apr Credit Card purchases	(1,581.36)	(1,581.36)
PAYMENTS RAISED IN CURRENT MONTH					(2,552,880.22)	(2,552,880.22)

WAGES & SALARIES

EFT Pymt		07 May 2025	Wages & Salaries	FE - 06 May 2025	(67,071.57)	
EFT Pymt		12 May 2025	Wages & Salaries	Interim pay 12 May 2025	(1,688.52)	
EFT Pymt		21 May 2025	Wages & Salaries	FE - 20 May 2025	(65,619.13)	
EFT Pymt		22 Aug 2025	Wages & Salaries	Interim pay 22 May 2025	(3,979.01)	
WAGES & SALARIES					(138,358.23)	(138,358.23)

UNPRESENTED PAYMENTS for CURRENT BANK STATEMENT

EFT Pymt	EFT 11411	30 May 2025	Bunnings Building Supplies P/L	Various bldgs: Hardware purchases	462.44	
EFT Pymt	EFT 11412	30 May 2025	Elders Rural Services Aust Ltd	Various rural roads: Fencing equipment	231.00	
EFT Pymt	EFT 11413	30 May 2025	Hungry Sky Pty Ltd	Bev Visitor Centre IT Handover	1,364.00	
EFT Pymt	EFT 11414	30 May 2025	York Landscape Supplies	Admin Bldg Carpark: Gravel supplies	132.00	
UNPRESENTED PAYMENTS for CURRENT BANK STATEMENT					2,189.44	2,189.44

SHIRE OF BEVERLEY  
**CHEQUE DETAIL - Municipal and Trust Accounts - MAY 2025**

TYPE	NUM	DATE	PAYEE	DETAILS	AMT PAID	TOTALS
<b>AYMENTS PRESENTED IN CURRENT BANK # RELATING to PRIOR MONTHS' TRANSACTIONS</b>						
<i>PAYMENTS PRESENTED IN CURRENT BANK # RELATING to PRIOR MONTHS' TRANSACTIONS</i>					<i>0.00</i>	<i>0.00</i>
<b>OTHER AMENDMENTS/GENERAL JOURNALS</b>						
Direct Debit	# 117	23 May 2025	1 - Bank Charges	Bank charges Melb OPC Trace a token aged refund	(0.16)	
Direct Debit	DD 5026	20 May 2025	Superannuation contributions	Discrepancy with Synergyssoft	(791.47)	
Direct Debit	DD 5028	23 May 2025	Superannuation contributions	Discrepancy with Synergyssoft	(1,156.57)	
<b>OTHER AMENDMENTS/GENERAL JOURNALS</b>					<b>(1,948.20)</b>	<b>(1,948.20)</b>
<b>INVESTMENTS</b>					0.00	
<b>TOTAL EXPENDITURE for MUNICIPAL ACCOUNT</b>					<b>(2,690,997.21)</b>	<b>(2,690,997.21)</b>
<b>REDIT CARD PAYMENT SUMMARY for CURRENT BANK STATEMENT</b>						
<b>CEO - STEPHEN GOLLAN</b>						
Credit card	208668	02 Apr 2025	Ocean Beach Hotel Cottesloe	Grave digging training - accomm 01 - 02 Apr 2025 x 2	178.50	178.50
Credit card	INV-00024852	14 Apr 2025	Winland Home and Garden	GP99 - 2 x Uniclick universal whipper snipper heads	299.90	478.40
Credit card	3072518901	15 Apr 2025	Adobe Systems Software Ireland	Software lic renewal for EA Adobe Acrobat Pro exp 14 Apr 2026	383.86	862.26
Credit card	69755643	19 Apr 2025	Officeworks Midland	Stationery - clamp lamp	39.78	902.04
Credit card	075859	22 Apr 2025	Accent (Kurths) Rubber Stamps	Building Surveyor - 2 x self inking stamps	182.44	<b>1,084.48</b>
<b>CEO - SIMON MARSHALL (AVONDALE MACHINERY SHED)</b>						
Credit card	163239-2	12 Apr 2025	Bev Dome Roadhouse	Fuel: ULP 36.16L @ \$1.797/L	64.98	<b>64.98</b>
<b>MOW - STEPHEN VINCENT</b>						
Credit card	SOF12498-2	01 Apr 2025	Bosch Timber Floors	Town Hall - 11 x polishing wax & buffer pads	251.90	251.90
Credit card	0467 009 846//	14 Apr 2025	Telstra Ltd	0467 009 846 - P/paid data fee for security camera @ depot renewal	180.00	<b>431.90</b>
					<b>0.00</b>	<b>1,581.36</b>

*April 2025 transactions presented on 26 May 2025 (EFT 11382) Shire of Beverley Municipal Bank account*

SHIRE OF BEVERLEY  
CHEQUE DETAIL - Municipal and Trust Accounts - MAY 2025

TYPE	NUM	DATE	PAYEE	DETAILS	AMT PAID	TOTALS
<b>TRUST ACCOUNT DETAILS</b>						
<b>PAYMENTS RAISED IN CURRENT MONTH</b>						
EFT Pymt	EFT 11374	12 May 2025	Chad B P Vandenberg	Refund of Bonds - Rec Centre Hire, Booking: 2025 Easter Tennis Tournament (Rec	(200.00)	
EFT Pymt	EFT 11375	12 May 2025	Diane Ness	Refund of Bonds - Hall Hire, Booking: 03 May 2025 (Rec 44929)	(200.00)	
<b>PAYMENTS RAISED IN CURRENT MONTH</b>					<b>(400.00)</b>	<b>(400.00)</b>
<b>PAYMENTS UNPRESENTED IN CURRENT BANK #</b>						
<b>PAYMENTS UNPRESENTED IN CURRENT BANK #</b>					<b>0.00</b>	<b>0.00</b>
<b>PAYMENTS PRESENTED IN CURRENT BANK # RELATING to PRIOR MONTHS' TRANSACTIONS</b>						
<b>PAYMENTS PRESENTED IN CURRENT BANK # RELATING to PRIOR MONTHS' TRANSACTIONS</b>					<b>0.00</b>	<b>0.00</b>
<b>OTHER AMENDMENTS / GENERAL JOURNALS</b>						
<b>OTHER AMENDMENTS / GENERAL JOURNALS</b>					<b>0.00</b>	<b>0.00</b>
<b>TOTAL EXPENDITURE for TRUST ACCOUNT</b>						<b>(400.00)</b>
<b>TOTAL EXPENDITURE as reconciled to the MAY 2025 BANK STATEMENTS</b>						
Municipal Account Expenditure					(2,690,997.21)	
Trust Account Expenditure					(400.00)	
<b>TOTAL EXPENDITURE for MAY 2025</b>					<b>(2,691,397.21)</b>	

### **11.3 Budget 2025/26 – Salaries and Wages Increase**

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<b>Submission To:</b>	<b>Ordinary Council Meeting 25 June 2025</b>
<b>Report Date:</b>	<b>4 June 2025</b>
<b>Applicant:</b>	<b>Shire of Beverley</b>
<b>File Reference:</b>	<b>ADM 0092</b>
<b>Author and Position:</b>	<b>Simon Marshall, Deputy Chief Executive Officer</b>
<b>Previously Before Council:</b>	<b>Occurs Annually</b>
<b>Disclosure(s) Of Interest:</b>	<b>Shire Employee (Executive Contract Staff)</b>
<b>Attachments:</b>	<b>2025 State Wage Case Media Statement</b>

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#### **SUMMARY**

Council to consider approving a 3.75% salary and wage increase for all Shire Staff, excluding Executive Contract Staff.

#### **BACKGROUND**

From the 1 January 2023 the Shire of Beverley has transitioned to the State Industrial Relations (IR) system away from the Federal system.

The Shire applies an industrial instrument with the same terms as the Local Government Industry Award 2020 as it was on 31 December 2022, immediately prior to the State industrial relations transition. Following the transition, this instrument now applies to the Shire as an industrial agreement in the State IR system, not as an award (i.e. the Local Government Industry Award 2020 Industrial Agreement).

As a State system employer, the Shire must ensure that its employees are paid at least the State minimum wage and Council is required to pass on minimum wage increases to base salaries in line with the WA Industrial Relations Commission (WAIRC) rulings.

Historically, when operating under the Federal System, the minimum wage increase had been applied to all previous Award employees current wage, including wages over Award. It is proposed that this continues under the State System, applying the State WAIRC increases.

Executive Staff under contract, including the CEO, DCEO, Manager of Works, Manager of Development Services and CESM are treated in line with their negotiated contracts.

#### **COMMENT**

The decision of the WAIRC has been to increase the State Minimum Wage by 3.75% for the 2025/26 financial year.

The increase to the minimum rates of pay to the Shire's industrial instrument will come into effect from the first full pay period after 1 July 2025.

It is proposed that this increase be passed on to all non-contract employees current base rate of pay.

Contract rates are reviewed annually in line with the individual Contract agreements, however, where annual increases are not addressed under contract, it is proposed that the 3.75% minimum wage increase also be passed on to these employees.

The Superannuation Guarantee fee will also increase by 0.5%, to 12.00%, in the 2025/26 financial year.

## STATUTORY ENVIRONMENT

*Industrial Relations Act 1979, Industrial Relations (General) Regulations 1997, Minimum Conditions of Employment Act 1993*

## CONSULTATION

Council

## FINANCIAL IMPLICATIONS

2025/26 Budget

## STRATEGIC IMPLICATIONS

Strategic Pillar: 1. Economy

4. Civic Leadership

Strategic Priorities: 1.6 Locals can participate in the workforce

4.3 Responsible planning

## POLICY IMPLICATIONS

S034 Staff Remuneration

## RISK IMPLICATIONS

Medium - If not applied Staff satisfaction may decrease and the ability to attract suitable new employees may become difficult.

Consequence	Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood					
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
Low	Monitor for ongoing improvement.
Medium	Comply with risk reduction measures to keep risk as low as reasonably practical.
High	Review the risk and take additional measures to ensure risk is low as reasonably achievable.
Severe	Unacceptable risk level, reduction measures must be introduced before proceeding.

## VOTING REQUIREMENTS

Simple Majority



**OFFICER'S RECOMMENDATION & COUNCIL RESOLUTION**

**M10/0625**

**Moved Cr Martin**

**Seconded Cr Ridgway**

**That a 3.75% salary increase be applied to all Shire Staff wages, excluding Executive Contract Staff, and be included in the 2025/26 Budget.**

**CARRIED 6/0**

*For: Cr White, Cr Ridgway, Cr Brown, Cr Lawlor, Cr Martin & Cr Sattler  
Against: Nil*



THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

LEVEL 17, 111 ST GEORGES TERRACE  
PERTH WA 6000

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MEDIA STATEMENT

2025 State Wage Case

Thursday, 12 June 2025

The Western Australian Industrial Relations Commission has increased the State Minimum Wage by 3.75%, which brings the State Minimum Wage to \$953.00 per week from 1 July 2025. The Commission also increased award rates by 3.75% from that time.

The increases apply only to employees who are paid the minimum wage or award rates in the State industrial relations system. Approximately 27,000 employers and more than 300,000 employees are estimated to be affected by the decision.

In making its decision, the Commission is required to consider a broad range of economic and labour market factors, and social and equity considerations.

The Commission noted that in this year's case, as for 2023 and 2024, the cost of living has been a significant factor. Whilst inflation is now moderating, State Minimum Wage and minimum award wage earners have had reductions in their purchasing power as a result of the inflation 'spike' over the 2021-2024 period. The increase will provide low wage earners in the State industrial relations system with a real wage increase, and is aligned with wage movements in the community generally.

The State economy remains strong, as one of the best performing in the nation. The labour market is particularly robust, with very solid, although easing, wages growth in the community generally. As a result, household consumption and discretionary spending have also been elevated. Business investment also remains robust, along with housing investment. Despite these factors, low levels of productivity, especially in the market sector, remain of concern. So too, are risks to the outlook, resulting from trade tensions between the United States and other countries, especially China, being a major trading partner with Western Australia. This is reflected in some measures of business confidence.

A full copy of the decision can be found on the Commission's website: [www.wairc.wa.gov.au](http://www.wairc.wa.gov.au).

For more information, please contact Susan Bastian, Registrar, on (08) 9420 4444.

## **11.4 Budget 2025/26 – Fees and Charges**

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<b>Submission To:</b>	<b>Ordinary Council Meeting 25 June 2025</b>
<b>Report Date:</b>	<b>17 June 2025</b>
<b>Applicant:</b>	<b>Administration</b>
<b>File Reference:</b>	<b>ADM 0099</b>
<b>Author and Position:</b>	<b>Simon Marshall, Deputy Chief Executive Officer</b>
<b>Previously Before Council:</b>	<b>Occurs Annually</b>
<b>Disclosure(s) Of Interest:</b>	<b>Nil</b>
<b>Attachments:</b>	<b>Draft 2025/26 Schedule of Fees and Charges 2025 March Qtr CPI – All Groups</b>

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### **SUMMARY**

Council to review and adopt the Fees and Charges Schedule for the 2025/26 financial year.

### **BACKGROUND**

The Shire of Beverley's Schedule of Fees and Charges is reviewed annually and forms part of Council's Annual Budget.

### **COMMENT**

The full Schedule of Fees and Charges is attached. Generally, a blanket percentage increase of 2.4% has currently been applied in line with March Quarter CPI. Previously, Council has considered increasing fees and charges at the same percentage rate as any intended Rate increase.

#### Variations to the 2025/26 Schedule include:

- Increase to Caravan Park and Onsite Accommodation Booking charges;
- Increase to the Non-potable water supply charge;
- Increase to hourly charge related to private hire of Cornerstone Conference room;
- Reduction to hourly charge related to community group hire of Cornerstone Conference room;
- Reduction to Cornerstone Conference room daily charges for private and community groups;
- Addition of Trading in Public Place Application and Renewal fees; and
- Review of Blarney advertising charges including proposed change to annual advert size and charge by the Editor.

#### Fee Schedule

The draft 2025/26 Fees and Charges schedule includes a proposed increase of CPI (2.4% March Quarter All Groups – see attached).

Some fees are increased annually by CPI under agreement, these fees are identified in the notes section of the schedule. These increases have been applied.

Statutory charges (for Dogs/Cats, Health, Building and Planning) may change following advice from the relevant Government departments. If changes do occur, the schedule will be updated accordingly.

## **STATUTORY ENVIRONMENT**

Section 6.16 of the *Local Government Act* provides that:

- (1) a local government may impose (by absolute majority) and recover a fee or charge for any goods or service it provides or proposes to provide, other than a service for which a service charge is imposed.
- (2) A fee or charge may be imposed for the following
  - a. Providing the use of, or allowing admission to, any property or facility wholly or partly owned, controlled, managed or maintained by the local government
  - b. Supplying a service or carrying out work at the request of a person
  - c. Subject to section 5.94, providing information from local government records;
  - d. Receiving an application for approval, granting an approval, making an inspection and issuing a licence, permit, authorization or certificate;
  - e. Supplying goods;
  - f. Such other service as may be prescribed.
- (3) Fees and charges are to be imposed when adopting the annual budget but may be –
  - a. Imposed (by absolute majority) during a financial year; and
  - b. Amended (by absolute majority) from time to time during a financial year.

Section 6.17 further provides:

- (1) In determining the amount of a fee or charge for a service or for goods a local government is required to take into consideration the following factors –
  - a. The cost to the local government of providing the service or goods;
  - b. The importance of the service or goods to the community; and
  - c. The price at which the service or goods could be provided by an alternative provider.
- (2) A high fee or charge or additional fee or charge may be imposed for an expedited service or supply of goods if it is requested that the service or goods be provided urgently.
- (3) The basis for determining a fee or charge is not to be limited to the cost of providing the service or goods other than a service –
  - a. Under section 5.96;
  - b. Under section 6.16 (2) (d); or
  - c. Prescribed under section 6.16 (2) (f), where the regulation prescribing the service also specifies that such a limit is to apply to the fee or charge for the service
- (4) Regulations may –
  - a. Prohibit the imposition of a fee or charge in prescribed circumstances; or
  - b. Limit the amount of a fee or charge in prescribed circumstances.

Regulation 2 of the *Local Government (Financial Management) Regulations* (2) provides that the CEO is to —

- (a) ensure that the resources of the local government are effectively and efficiently managed;
- (b) assist the council to undertake reviews of fees and charges regularly (and not less than once in every financial year); and

Section 6.19 of the *Local Government Act* provides that if a local government wishes to impose any fees or charges under this Subdivision after the annual budget has been adopted it must, before introducing the fees or charges, give local public notice of —

- (a) its intention to do so; and
- (b) the date from which it is proposed the fees or charges will be imposed.

Section 41 of the *Health Act* provides that every local government may from time to time, as occasion may require, make and levy as aforesaid and cause to be collected an annual rate for the purpose of providing for the proper performance of all or any of the services mentioned in section 112, and the maintenance of any sewerage works constructed by the local government under Part IV. Such annual rate shall not exceed —

- (a) 12 cents in the dollar on the gross rental value; or
- (b) where the system of valuation on the basis of the unimproved value is adopted, 3 cents in the dollar on the unimproved value of the land in fee simple, provided that the local government may direct that the minimum annual amount payable in respect of any one separate tenement shall not be less than \$1.

Provided also, that where any land in the district is not connected with any sewer, and a septic tank or other sewerage system approved by the local government is installed and used upon such land by the owner or occupier thereof for the collection, removal, and disposal of nightsoil, urine, and liquid wastes upon such land, the local government may by an entry in the rate record exempt such land from assessment of the annual rate made and levied under this section, and, in lieu of such annual rate, may, in respect of such land, make an annual charge under and in accordance with section 106 for the removal of refuse from such land.

Section 112 of the *Health Act* provides that:

- (1) A local government may, and when the Executive Director, Public Health so requires, shall undertake or contract for the efficient execution of the following works within its district, or any specified part of its district:
  - (a) The removal of house and trade refuse and other rubbish from premises.
  - (b) The supply of disinfectants for the prevention or control of disease, and pesticides for the destruction of pests.
  - (c) The cleansing of sanitary conveniences and drains.
  - (d) The collection and disposal of sewage.
  - (e) The cleaning and watering of streets.
  - (f) The providing, in proper and suitable places, of receptacles for the temporary deposit of refuse and rubbish collected under this section.
  - (g) The providing of suitable places, buildings, and appliances for the disposal of refuse, rubbish and sewage.
  - (ga) The construction and installation of plant for the disposal of refuse, rubbish and sewage.

- (h) The collection and disposal of the carcasses of dead animals, provided that it shall not be lawful to deposit nightsoil in any place where it will be a nuisance or injurious or dangerous to health.
- (2) Any local government which has undertaken or contracted for the efficient execution of any such work as aforesaid within its district or any part thereof may by local law prohibit any person executing or undertaking the execution of any of the work undertaken or contracted for within the district or within such part thereof as aforesaid, as the case may be, so long as the local government or its contractor executes or continues the execution of the work or is prepared and willing to execute or continue the execution of the work.
- (3) After the end of the year 1934 no nightsoil collected in one district shall be deposited in any other district, except with the consent of the local government of such other district, or of the Executive Director, Public Health.

Section 30 of the *Residential Tenancies Act* provides that:

- (1) Subject to this section, the rent payable under a residential tenancy agreement may be increased by the owner by notice in writing to the tenant specifying the amount of the increased rent and the day as from which the increased rent becomes payable, being a day —
  - (a) not less than 60 days after the day on which the notice is given; and
  - (b) not less than 6 months after the day on which the tenancy commenced, or, if the rent has been increased under this section, the day on which it was last so increased, but otherwise the rent shall not increase or be increased.
- (2) The right of the owner to increase rent in accordance with subsection (1) —
  - (a) is not exercisable in relation to an agreement that creates a tenancy for a fixed term during the currency of that term unless the agreement provides that the rent may increase or be increased; and
  - (b) in any case, may be excluded or limited by agreement between the owner and the tenant.
- (3) A notice of increase of rent that has been given in accordance with this section and that has not been withdrawn by the owner varies the residential tenancy agreement to the effect that the increased rent specified in the notice is payable under the agreement as from the day specified in the notice.

Section 66 of the *Waste Avoidance and Resource Recovery Act 2007* (Local government may impose waste collection rate) provides:

- (1) A local government may impose on rateable land within its district, and cause to be collected, an annual rate for the purpose of providing for the proper performance of all or any of the waste services it provides.
- (2) The annual rate must not exceed —
  - (a) 12 cents in the dollar on the gross rental value; or
  - (b) where the system of valuation on the basis of the unimproved value is adopted, 3 cents in the dollar on the unimproved value of the land in fee simple.
- (3) The provisions of the *Local Government Act 1995* relating to the making, payment and recovery of general rates apply with respect to rates referred to in subsection (1).

## CONSULTATION

Shire Staff

## FINANCIAL IMPLICATIONS

2025/26 Budget

## STRATEGIC IMPLICATIONS

Strategic Pillar: 4. Civic Leadership

Strategic Priorities: 4.1 Community and customer focus

4.3 Responsible planning

## POLICY IMPLICATIONS

N/A

## RISK IMPLICATIONS

Low (3) – Fees and Charges form part of the Annual Budget. Preparation of the Annual Budget is done in a staged and planned process and is presented through this report to Council to mitigate the risk of failing to adopt the budget by 31 August.

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

Risk Rating	Action
Low	Monitor for ongoing improvement.
Medium	Comply with risk reduction measures to keep risk as low as reasonably practical.
High	Review the risk and take additional measures to ensure risk is low as reasonably achievable.
Severe	Unacceptable risk level, reduction measures must be introduced before proceeding.

## VOTING REQUIREMENTS

Absolute Majority

## OFFICER'S RECOMMENDATION & COUNCIL RESOLUTION

M11/0625

Moved Cr Brown

Seconded Cr Sattler

That the draft 2025/26 Fees and Charges Schedule be adopted and included in the 2025/26 Budget.

**CARRIED BY ABSOLUTE MAJORITY 6/0**

*For: Cr White, Cr Ridgway, Cr Brown, Cr Lawlor, Cr Martin & Cr Sattler  
Against: Nil*



SHIRE OF BEVERLEY  
2025/26 SCHEDULE OF FEES AND CHARGES  
EFFECTIVE FROM 1 JULY 2025

Description	Charge 2024/25	Charge 2025/26	Frequency	GST Exempt	Increase \$	Information/Conditions
SPORTING CLUBS/COMMUNITY ORGANISATIONS						
Football Club	4,195.00	4,296.00	per year		⬆ 101.00	Oval, Function Centre and Changerooms
Netball Clubs (Beverley Netball Club & Redbacks Netball Club)	640.00	655.00	per year		⬆ 15.00	Courts, Function Centre and Changerooms
Cricket Club	640.00	655.00	per year		⬆ 15.00	Oval, Function Centre and Changerooms
Hockey Club	640.00	655.00	per year		⬆ 15.00	Oval, Function Centre and Changerooms
Horse and Pony Club (Annual Fee)	140.00	143.00	per year		⬆ 3.00	Annual CPI Mar Quarter Review as per Licence Agreement (#55). Oval <u>NOT</u> included. Club provide own cleaner.
Horse and Pony Club (Extra Events)	215.00	220.00	per event		⬆ 5.00	Includes Main Oval - Function Centre hire extra.
Tennis Club	706.00	723.00	per year		⬆ 17.00	Club provide own cleaner/ Ablutions Only
Ladies Badminton Club	48.00	49.00	per booking (AM/PM/Eve)		⬆ 1.00	Times must be allocated AM (Morning) PM (Afternoon) or Evening (Night)
Boot Scooting	48.00	49.00	per booking (AM/PM/Eve)		⬆ 1.00	Times must be allocated AM (Morning) PM (Afternoon) or Evening (Night)
Ballet Group	48.00	49.00	per booking (AM/PM/Eve)		⬆ 1.00	Times must be allocated AM (Morning) PM (Afternoon) or Evening (Night)
CRC Bingo	48.00	49.00	per booking (AM/PM/Eve)		⬆ 1.00	Times must be allocated AM (Morning) PM (Afternoon) or Evening (Night)
Soaring Society	5,028.00	5,169.00	per year		⬆ 141.00	Annual CPI Mar Quarter Perth Review and Billed July as per Lease Agreement. Exp 30 Jun 2032 (Agreement# 33)
Soaring Society - Hangar Fees	100.00	100.00	per glider/year		⬆ 0.00	Fixed Fee - billed July as per Lease Agreement. Exp 30 Jun 2032 (Agreement# 33)
Tractor Pull	294.00	301.00	per event		⬆ 7.00	Annual CPI Dec Quarter Review as per Licence Agreement. Exp 31 Dec 2026 (Agreement# 9)
Beverley Districts Motor Cycle Club (Ulinga Park)	1,346.00	1,384.00	per year		⬆ 38.00	Annual CPI Perth Review as per Lease Agreement. Exp 30 Jun 2031 (Agreement# 12)
Ladies Hospital Auxiliary - Op Shop (Lesser Hall)	12.00	12.00	per week		⬆ 0.00	Lesser Hall use.
Community Markets	10.00	10.00	per event		⬆ 0.00	
Beverley Station Arts (Licence Fee)	124.00	127.00	per year		⬆ 3.00	Annual CPI Mar Quarter Review as per Licence Agreement. Exp 30 Apr 2028 (Agreement# 24)
Beverley Off Road Motor Sports Association (BORMSA)	2,000.00	2,000.00	per year		⬆ 0.00	Fixed Lease. Exp 31 Dec 2025 (Agreement# 57)
Telstra (Mobile Tower Lease)	1,000.00	1,000.00	per year		⬆ 0.00	Fixed Lease. (Agreement# 3)
CORNERSTONE COMMUNITY CENTRE CHARGES						
Beverley Community Resource Centre Lease	14,459.00	16,510.00	per year		⬆ 2,051.00	As per Management Agreement reviewed annually by December Qtr CPI Perth. (Agreement# 75)
Commercial Office 1 Lease	100.00	103.00	per week		⬆ 3.00	(Agreement# 86)
Commercial Office 2 Lease	161.00	170.00	per week		⬆ 9.00	Agreement reviewed at renewal by CPI Perth. (Agreement# 103)
Commercial Office 3 Lease	93.00	93.00	per week		⬆ 0.00	Agreement reviewed at renewal by CPI Perth. (Agreement# 112)
Commercial Office 4 Lease	255.00	262.00	per week		⬆ 7.00	Agreement reviewed at renewal by CPI Perth. (Agreement# 90)
Creche Lease	381.00	392.00	per week		⬆ 11.00	Agreement reviewed at renewal by CPI Perth. (Agreement# 88)
Conference/Training Facility - Hourly	23.00	25.00	per hour		⬆ 2.00	Per Room
Conference/Training Facility - Daily	163.00	125.00	per day		⬇ (38.00)	Per Room - max. 8 hours inc. use of Kitchen facilities.
Conference/Training Facility - Hourly - Community Group	12.00	11.00	per hour		⬇ (1.00)	Per Room. <b>Incorporated bodies</b> only. Includes use of tea and coffee making facilities.
Conference/Training Facility - Daily - Community Group	82.00	55.00	per day		⬇ (27.00)	Per Room - max. 8 hours inc. use of Kitchen facilities. <b>Incorporated bodies</b> only. Includes use of tea and coffee making facilities.
Electronic Display - Advertising Set Up	55.00	55.00	per advert		⬆ 0.00	As per Council Policy C015. Community Groups exempt.
Electronic Display - Monthly Advertising	55.00	55.00	per month		⬆ 0.00	As per Council Policy C015. Community Groups exempt.

SHIRE OF BEVERLEY  
2025/26 SCHEDULE OF FEES AND CHARGES  
EFFECTIVE FROM 1 JULY 2025

Description	Charge 2024/25	Charge 2025/26	Frequency	GST Exempt	Increase \$	Information/Conditions
ROAD MAINTENANCE CHARGES						
Austral Brick	5,000.00	5,000.00	per year		⬆ 0.00	Road Maintenance Contribution as per Tonnage transported @ 48c per ton - \$5,000 agreed floor price.
HALL						Tables, Chairs, Crockery & Cutlery <u>not</u> to be removed from Hall
Main Hall - Community Group Functions	223.00	228.00	per day		⬆ 5.00	<u>Incorporated bodies</u> only. Includes Bar Facilities.
Lesser Hall - Community Group Functions	177.00	181.00	per day		⬆ 4.00	<u>Incorporated bodies</u> only. Includes Bar Facilities.
Full Complex - Community Group Functions	280.00	287.00	per day		⬆ 7.00	<u>Incorporated bodies</u> only. Includes use of Kitchen and Bar Facilities
Main Hall - Private Functions	386.00	395.00	per day		⬆ 9.00	Includes Bar Facilities.
Lesser Hall - Private Functions	297.00	304.00	per day		⬆ 7.00	Includes Bar Facilities.
Full Complex - Private Functions	558.00	571.00	per day		⬆ 13.00	Includes use of Kitchen and Bar Facilities
Commercial Kitchen Hire	80.00	80.00	per day		⬆ 0.00	Limit 8 hours per day. Cannot hire if booked for Private or Community Function.
Full Complex - Special Functions	1,000.00	1,000.00	per Event		⬆ 0.00	Includes Use of Kitchen and Bar Facilities. Access day before and after to set up/pack up. Use of Hall Chairs and Tables and Scaffold.
Community Meeting Room	FREE	FREE			⬆ 0.00	Front room adjacent to Hall Foyer.
Bally Bally Hall	66.00	68.00	per day		⬆ 2.00	Cleaning responsibility of Hirer.
Morbinning Hall	66.00	68.00	per day		⬆ 2.00	Cleaning responsibility of Hirer.
Key Bond	50.00	50.00	per key	✓	⬆ 0.00	Clubs pay one Bond per Season.
Function/Cleaning Bond	150.00	150.00	per event	✓	⬆ 0.00	Function Application required. Clubs pay one Bond per Season.

SHIRE OF BEVERLEY  
2025/26 SCHEDULE OF FEES AND CHARGES  
EFFECTIVE FROM 1 JULY 2025

Description	Charge 2024/25	Charge 2025/26	Frequency	GST Exempt	Increase \$	Information/Conditions
EQUIPMENT RENTALS						
Chairs	1.00	1.00	per chair		⬆ 0.00	Old Green Amenities Chairs (stored in Exhibition Shed) only.
RECREATION GROUND						
Oval Hire (Day)	222.00	227.00	per day		⬆ 5.00	APPLICATION MUST BE SUBMITTED and is SUBJECT TO APPROVAL
Oval Hire (Night)	312.00	319.00	per night		⬆ 7.00	APPLICATION MUST BE SUBMITTED and is SUBJECT TO APPROVAL
Exhibition Shed	90.00	92.00	per day		⬆ 2.00	Beverley Agricultural Society Exempt. If leased, private hire not available.
Exhibition Shed Commercial Lease	500.00	500.00	per year		⬆ 0.00	Beverley Agricultural Society to have access for 2 weeks per year.
Ram Shed	90.00	92.00	per day		⬆ 2.00	Beverley Agricultural Society Exempt.
Poultry Shed	90.00	92.00	per day		⬆ 2.00	Beverley Agricultural Society Exempt.
Caravan Overflow (Per Van)	33.00	34.00	per day		⬆ 1.00	Including Power.
FUNCTION & RECREATION CENTRE						<b>Tables, Chairs, Crockery &amp; Cutlery <u>not</u> to be removed from Centre</b>
Community Group Functions	177.00	181.00	per day		⬆ 4.00	<b>Local Incorporated Bodies</b> only. Kitchen, Bar and Outside BBQ use included in Function Centre hire fee.
Community Group Meetings	53.00	54.00	per event		⬆ 1.00	<b>Local Incorporated Bodies</b> only. Use of meeting room only includes tea and coffee making facilities.
Private Functions	354.00	362.00	per day		⬆ 8.00	Kitchen, Bar and Outside BBQ use included in Function Centre hire fee.
Private Meetings	107.00	110.00	per event		⬆ 3.00	Use of meeting room only includes tea and coffee making facilities.
Key Bond	50.00	50.00	per key	✓	⬆ 0.00	Clubs pay one Bond per Season.
Function/Cleaning Bond	150.00	150.00	per event	✓	⬆ 0.00	Function Application required. Clubs pay one Bond per Season.
COMMUNITY BUS						<b>24 seats inc driver, 50% subsidy for transport of school aged children (Local Children Only)</b>
Fee Includes Fuel Charges etc. (Minimum \$50)	1.83	1.87	per km		⬆ 0.04	Minimum Hire charge of \$50 applies.

SHIRE OF BEVERLEY  
2025/26 SCHEDULE OF FEES AND CHARGES  
EFFECTIVE FROM 1 JULY 2025

Description	Charge 2024/25	Charge 2025/26	Frequency	GST Exempt	Increase \$	Information/Conditions
CARAVAN PARK - Power Charges INCLUDED						
Powered - Van/RV Site	33.00	34.00	per day		⬆ 1.00	Charge includes use of ablutions for maximum of 2 Persons (Age 5+)
Unpowered - Van/RV Site	20.00	21.00	per day		⬆ 1.00	Charge includes use of ablutions for maximum of 2 Persons (Age 5+)
Powered - Campsite	20.00	21.00	per day		⬆ 1.00	Charge includes use of ablutions for maximum of 2 Persons (Age 5+)
Unpowered - Campsite	15.00	15.00	per day		⬆ 0.00	Charge includes use of ablutions for maximum of 2 Persons (Age 5+)
Additional Person/s (Age 5+ Years)	5.00	5.00	each per day		⬆ 0.00	
Children 5 Years Or Under	FREE	FREE			⬆ 0.00	
Showers	5.00	5.00	each per shower use		⬆ 0.00	
Extended Stay Site (First 28 Days)	200.00	206.00	per week		⬆ 6.00	Maximum of 2 Persons (Age 5+) (1-28 days) [140.91 + 14.09 GST]
Extended Stay Site (29+ Days)	200.00	206.00	per week	5% GST	⬆ 6.00	Maximum of 2 Persons (Age 5+) <b>12 Weeks Max - Permission Required</b> [146.92+8.08 GST]
CARAVAN PARK - Onsite Accommodation						<b>All bookings to be made through the Online Portal. Payment via Credit Card.</b>
One Bedroom Unit	150.00	160.00	per night		⬆ 10.00	Accommodation for up to 2 people. 1 x King Size Bed. \$10 discount per night for two or more night stay.
Two Bedroom Unit	170.00	180.00	per night		⬆ 10.00	Accommodation for up to 4 people. 1 x King Size Bed 2 x King Single Beds. \$10 discount per night for two or more night stay.
Extra Persons	15.00	15.00	per person		⬆ 0.00	Double fold out couch available in each Unit. Limit 2 additional guests per Unit.
Additional Cleaning Fee	55.00	55.00	per hour		⬆ 0.00	Where additional cleaning is required charged at the discretion of the Chief Executive Officer.
Cancellation/No Show Charge			One Nights Charge		⬆ 0.00	Fee equivalent to one nights charge payable for no show or cancellation within 24 hours of booking.
One Bedroom Unit - Weekly Rate	900.00	960.00	per 7 days		⬆ 60.00	Linen changed every 7 days.
Two Bedroom Unit - Weekly Rate	1,020.00	1,080.00	per 7 days		⬆ 60.00	Linen changed every 7 days.
GYM MEMBERSHIP						
Junior Membership - 16-18 Years	75.00	75.00	6 months		⬆ 0.00	Written permission required from Parent/Guardian.
Junior Membership - 16-18 Years	125.00	125.00	12 months		⬆ 0.00	Written permission required from Parent/Guardian.
Adult Membership - Over 18 Years	120.00	120.00	6 months		⬆ 0.00	
Adult Membership - Over 18 Years	200.00	200.00	12 months		⬆ 0.00	
Senior/Pensioner Membership	75.00	75.00	6 months		⬆ 0.00	
Senior/Pensioner Membership	125.00	125.00	12 months		⬆ 0.00	
Occasional Use	50.00	50.00	30 Days		⬆ 0.00	Must be 18 years old or over. Valid for 30 consecutive days from date of payment.
Personal Trainer Membership	400.00	400.00	12 months		⬆ 0.00	Personal Trainers must provide a copy of Accreditation and CoC of Public Liability cover.
Gym Induction Fee	30.00	33.00			⬆ 3.00	Compulsory for New Memberships only.
Gym Induction - Personal Trainer Consultation	30.00	33.00			⬆ 3.00	Optional for New Memberships only; conducted at same time as compulsory induction.
Gym Access Card - Replacement	20.00	25.00	per Card		⬆ 5.00	Applicable to replacement cards only.

SHIRE OF BEVERLEY  
2025/26 SCHEDULE OF FEES AND CHARGES  
EFFECTIVE FROM 1 JULY 2025

Description	Charge 2024/25	Charge 2025/26	Frequency	GST Exempt	Increase \$	Information/Conditions
SWIMMING POOL						
Adult	5.00	5.00	per entry		↑ 0.00	
Pensioner/Senior	3.00	3.00	per entry		↑ 0.00	
Child (6-17 Years)	2.00	2.00	per entry		↑ 0.00	Under 6 Years No Charge
Spectator	2.00	2.00	per entry		↑ 0.00	Spectators include Parents supervising children who cannot swim and may need to enter the toddler or learner pools.
Season Ticket - Adult (18 Years+)	50.00	50.00	per season		↑ 0.00	Equivalent to 10 Entries. Shire of Beverley Residents/Ratepayers Only - Residential address proof required.
Season Ticket - Pensioner/Senior	30.00	30.00	per season		↑ 0.00	Equivalent to 10 Entries. Shire of Beverley Residents/Ratepayers Only - Residential address proof required.
Season Ticket - Child (6-17 Years)	20.00	20.00	per season		↑ 0.00	Equivalent to 10 Entries. Shire of Beverley Residents/Ratepayers Only - Residential address proof required.
Season Ticket - Family - Two Adults + 1 Child	100.00	100.00	per season		↑ 0.00	Complimentary Single Child Season Pass
Season Ticket - Family - Two Adults + 2 Children	120.00	120.00	per season		↑ 0.00	Complimentary Single Child Season Pass
Season Ticket - Family - Two Adults + 3 Children	140.00	140.00	per season		↑ 0.00	Complimentary Single Child Season Pass
Season Ticket - Family - Two Adults + 4 Children (Maximum)	160.00	160.00	per season		↑ 0.00	Complimentary Single Child Season Pass
COMMUNITY HEALTHY LIFESTYLE PACKAGE						
Combined 12 Month Gym Membership and Pool Season Pass (Adult)	225.00	225.00	per year		↑ 0.00	10% Saving
Combined 12 Month Gym Membership and Pool Season Pass (Senior)	140.00	140.00	per year		↑ 0.00	10% Saving

SHIRE OF BEVERLEY  
2025/26 SCHEDULE OF FEES AND CHARGES  
EFFECTIVE FROM 1 JULY 2025

Description	Charge 2024/25	Charge 2025/26	Frequency	GST Exempt	Increase \$	Information/Conditions
HUNT ROAD VILLAGE						
Rental Charge	165.00	170.00	per week	✓	⬆ 5.00	Rental Agreement
30B DAWSON STREET						
Rental Charge	298.00	305.00	per week	✓	⬆ 7.00	Rental Agreement - Annual CPI review
INDEPENDENT LIVING UNITS						
Rental Charge	250.00	255.00	per week per Unit	✓	⬆ 5.00	Rental Agreement
BLARNEY ADVERTISING						
Full Page 18.5 x 26.8 cm	202.00	210.00	per advert		⬆ 8.00	
Half Page 18.5 x 13.3 cm	107.00	110.00	per advert		⬆ 3.00	
Quarter Page 9.2 x 13.3 cm	52.00	55.00	per advert		⬆ 3.00	
Small 6 x 8.7 cm	32.00	35.00	per advert		⬆ 3.00	
Trade 6 x 4.5 cm	9.00	10.00	per advert		⬆ 1.00	
Annual Ad Space - 9.10 x 6.25cm	0.00	550.00	per year		⬆ 550.00	12 Editions
Community Notice	0.00	0.00	per advert		⬆ 0.00	

SHIRE OF BEVERLEY  
2025/26 SCHEDULE OF FEES AND CHARGES  
EFFECTIVE FROM 1 JULY 2025

Description	Charge 2024/25	Charge 2025/26	Frequency	GST Exempt	Increase \$	Information/Conditions
<b>LIBRARY</b>						
Library - Replacement Card	12.00	12.00	per card		⬆ 0.00	
Library - Lost Books - Admin Fee	29.00	30.00	per investigation		⬆ 1.00	Replacement Books to be charged at Cost.
<b>FREEDOM OF INFORMATION (FOI)</b>						<i>Freedom of Information Regulations 1993</i>
Personal Information About Applicant	No charge	No charge				Copies as per Beverley CRC copying fees.
<b>FOI - NON PERSONAL INFORMATION</b>						
Application Fee	30.00	30.00	per application	✓		Disadvantaged applicants/pension card - 25% discount.
Time Dealing With Applicant	30.00	30.00	per hour	✓		
Access Time	30.00	30.00	per hour	✓		Supervised by staff.
Duplication Of Information			Actual cost + GST			
Delivery, Packing Or Postage			Actual cost + GST			
Deposits - Advance Deposit			75% of estimated cost			
<b>ACCOUNT ENQUIRIES</b>						
Rate Account Enquiry	250.00	250.00	per enquiry	✓	⬆ 0.00	
Rates Credit Balance Refund - Admin Charge	50.00	50.00	per request		⬆ 0.00	First credit balance refund free of charge per financial year.
Title Search	68.00	68.00	per enquiry		⬆ 0.00	
Rate Book (Printed Or Electronic)	250.00	250.00	per copy		⬆ 0.00	
<b>RUBBISH/RECYCLING</b>						
Refuse Collection	234.00	241.00	per refuse bin/year	✓	⬆ 7.00	Annual March Quarter Perth CPI increase as per agreement.
Recycling Collection	105.00	108.00	per recycle bin/year	✓	⬆ 3.00	Annual March Quarter Perth CPI increase as per agreement.



SHIRE OF BEVERLEY  
2025/26 SCHEDULE OF FEES AND CHARGES  
EFFECTIVE FROM 1 JULY 2025

Description	Charge 2024/25	Charge 2025/26	Frequency	GST Exempt	Increase \$	Information/Conditions
CAT REGISTRATION - Statutory subject to change						Cat Act 2011
1. Annual registration of a cat, unless concessional fees are applicable.	20.00	20.00	per year	✓		
2. Concessional registration fee-						
a) Three Year Registration Period	42.50	42.50		✓		
b) Three Year Registration Period - Pensioner	21.25	21.25		✓		Full Concession Card required
c) Lifetime registration period	100.00	100.00		✓		
c) Lifetime registration period - Pensioner	50.00	50.00		✓		Full Concession Card required
d) Registration after 31 May in any year, for that registration year.	50% of fee payable otherwise.			✓		
3. Annual application for approval or renewal to breed cats (per cat).	100.00	100.00		✓		
CAT TRAP						
Cat Trap Hire	17.00	17.00	per day		↑ 0.00	Hire fees to be paid in advance
Cat Trap Bond	50.00	50.00	per hire	✓	↑ 0.00	Bond returned via Cheque payment
DOG REGISTRATION - Statutory subject to change						Dog Act 1976
Dog - Male Or Female	50.00	50.00	1 year	✓	↑ 0.00	
Dog - Male Or Female	120.00	120.00	3 years	✓	↑ 0.00	
Dog - Male Or Female	250.00	250.00	Lifetime	✓	↑ 0.00	
Sterilised Dog - Male or Female	20.00	20.00	1 year	✓	↑ 0.00	Certificate of Sterilisation required
Sterilised Dog - Male or Female	42.50	42.50	3 years	✓	↑ 0.00	Certificate of Sterilisation required
Sterilised Dog - Male or Female	100.00	100.00	Lifetime	✓	↑ 0.00	Certificate of Sterilisation required
Pension Rate: Dog - Male Or Female	25.00	25.00	1 year	✓	↑ 0.00	Full Concession Card required
Pension Rate: Dog - Male Or Female	60.00	60.00	3 years	✓	↑ 0.00	Full Concession Card required
Pension Rate: Dog - Male Or Female	125.00	125.00	Lifetime	✓	↑ 0.00	Full Concession & Certificate Of Sterilisation required
Pension Rate: Sterilised Dog - Male or Female	10.00	10.00	1 year	✓	↑ 0.00	Full Concession & Certificate Of Sterilisation required
Pension Rate: Sterilised Dog - Male or Female	21.25	21.25	3 years	✓	↑ 0.00	Full Concession & Certificate Of Sterilisation required
Pension Rate: Sterilised Dog - Male or Female	50.00	50.00	Lifetime	✓	↑ 0.00	
Sheep Dog	25% of fee otherwise payable		1 year	✓		
Sheep Dog	25% of fee otherwise payable		3 years	✓		
Sheep Dog	25% of fee otherwise payable		Lifetime	✓		
Bulk Dog Registration	200.00	200.00		✓	↑ 0.00	For approved kennel establishments only. Fee payable per establishment.

SHIRE OF BEVERLEY  
2025/26 SCHEDULE OF FEES AND CHARGES  
EFFECTIVE FROM 1 JULY 2025

Description	Charge 2024/25	Charge 2025/26	Frequency	GST Exempt	Increase \$	Information/Conditions
DOG IMPOUNDING FEES						
Impound Fee	69.00	69.00	per impounding		↑ 0.00	
Sustenance	15.00	15.00	per day		↑ 0.00	
DOG PENALTIES/INFRINGEMENTS						Dog Act 1976
1. Unregistered Dog	100.00	100.00		✓	↑ 0.00	Double penalty for Dangerous Dog
2. Failure to give notice of new owner	40.00	40.00		✓	↑ 0.00	
3. Keeping more than the prescribed number of dogs	100.00	100.00		✓	↑ 0.00	
4. Breach of kennel establishment licence	200.00	200.00		✓	↑ 0.00	
5. Dog in public place without collar or registration tag	50.00	50.00		✓	↑ 0.00	Double penalty for Dangerous Dog
6. Owners name and address not on collar	50.00	50.00		✓	↑ 0.00	Double penalty for Dangerous Dog
7. Dog not held by a leash in certain public places	100.00	100.00		✓	↑ 0.00	Double penalty for Dangerous Dog
8. Failure to control a dog in exercise areas and rural areas	100.00	100.00		✓	↑ 0.00	Double penalty for Dangerous Dog
9. Greyhound not muzzled	200.00	200.00		✓	↑ 0.00	
10. Dog in place without consent	100.00	100.00		✓	↑ 0.00	Double penalty for Dangerous Dog
11. Dangerous dog not muzzled	250.00	250.00		✓	↑ 0.00	
12. Dangerous dog not on leash in exercise area	200.00	200.00		✓	↑ 0.00	
13. Dangerous dog not under continuous supervision	200.00	200.00		✓	↑ 0.00	
14. Dangerous dog in specifically prohibited area	200.00	200.00		✓	↑ 0.00	
15. Dangerous dog enclosure requirement not complied with	200.00	200.00		✓	↑ 0.00	
16. Dangerous dog not wearing specified collar	200.00	200.00		✓	↑ 0.00	
17. Dangerous dog signs not displayed	200.00	200.00		✓	↑ 0.00	
18. Local Government not advised of dangerous dog attack	200.00	200.00		✓	↑ 0.00	
19. Local Government not advised of missing dangerous dog	200.00	200.00		✓	↑ 0.00	
20. Local Government not advised of dangerous dog ownership change	200.00	200.00		✓	↑ 0.00	
21. Local Government not advised of dangerous dog location change	200.00	200.00		✓	↑ 0.00	
22. Failure to take steps against parasites	50.00	50.00		✓	↑ 0.00	
23. Dog causing nuisance	100.00	100.00		✓	↑ 0.00	Double penalty for Dangerous Dog
24. Failure to produce document issued under Dog Act 1976	100.00	100.00		✓	↑ 0.00	
25. Failure of alleged offender to give name and address.	100.00	100.00		✓	↑ 0.00	

SHIRE OF BEVERLEY  
2025/26 SCHEDULE OF FEES AND CHARGES  
EFFECTIVE FROM 1 JULY 2025

Description	Charge 2024/25	Charge 2025/26	Frequency	GST Exempt	Increase \$	Information/Conditions
PRIVATE WORKS						
Excavator	214.00	219.00	per hour		⬆ 5.00	With Shire Operator Only
Bobcat	160.00	164.00	per hour		⬆ 4.00	With Shire Operator Only
Grader (BE001, BE003)	243.00	249.00	per hour		⬆ 6.00	With Shire Operator Only
Loader (BE004, BE036)	228.00	233.00	per hour		⬆ 5.00	With Shire Operator Only
Roller - Rubber Tyre (BE033)	214.00	219.00	per hour		⬆ 5.00	With Shire Operator Only
Roller - Vibrator (BE033)	214.00	219.00	per hour		⬆ 5.00	With Shire Operator Only
Slasher (BE008)	200.00	205.00	per hour		⬆ 5.00	With Shire Operator Only
Tractor (BE023)	171.00	175.00	per hour		⬆ 4.00	With Shire Operator Only
Tractor Ford (BE014)	171.00	175.00	per hour		⬆ 4.00	With Shire Operator Only
Truck Light (BE015, BE028)	128.00	131.00	per hour		⬆ 3.00	With Shire Operator Only
Truck Tandem (BE010, BE012, BE013)	165.00	169.00	per hour		⬆ 4.00	With Shire Operator Only
LABOUR						
Engineering Consultation	209.00	214.00	per hour		⬆ 5.00	Minimum Charge = One Hour
Works Staff	96.00	98.00	per hour		⬆ 2.00	Minimum Charge = One Hour
BUILDING MATERIALS						SUPPLY RESTRICTIONS OF MATERIALS:
Gravel	51.00	52.00	per m <sup>3</sup>		⬆ 1.00	PICK UP - MIN. of 1m <sup>3</sup> (During Tip Opening Hours Only)
Gravel - Truck Load	265.00	271.00	per truck load		⬆ 6.00	DELIVERED - MIN. of 2m <sup>3</sup>
Metal - All Sizes	96.00	98.00	per m <sup>3</sup>		⬆ 2.00	CARTAGE extra
Metal - Truck Load	767.00	785.00	per truck load		⬆ 18.00	Tandem truck carries ~ 8m <sup>3</sup> or 12 tonne
Metal Dust	51.00	52.00	per m <sup>3</sup>		⬆ 1.00	Loader Bucket = ~ 2 m <sup>3</sup>
Metal Dust - Truck Load	265.00	271.00	per truck load		⬆ 6.00	
Sand Filling	51.00	52.00	per m <sup>3</sup>		⬆ 1.00	
Sand Filling - Truck Load	235.00	241.00	per truck load		⬆ 6.00	
Sweepings - When Available	49.00	50.00	per m <sup>3</sup>		⬆ 1.00	
Sweepings - Truck Load	383.00	392.00	per m <sup>3</sup>		⬆ 9.00	

SHIRE OF BEVERLEY  
2025/26 SCHEDULE OF FEES AND CHARGES  
EFFECTIVE FROM 1 JULY 2025

Description	Charge 2024/25	Charge 2025/26	Frequency	GST Exempt	Increase \$	Information/Conditions
<b>CARTAGE</b>						
Per Load - Cartage Both Ways	3.00	3.00	per km		⬆ 0.00	E.g.: Client is 20kms out, 40kms cartage is charged
<b>RURAL ROAD NUMBERS</b>						
Replacement Rural Road Numbers	116.00	119.00	per Sign		⬆ 3.00	First Sign - No Charge. Replacement includes Sign, Post and Erection Labour.
<b>TELSTRA/WATER CORP REINSTATEMENTS</b>						
Bitumen & Concrete	517.00	529.00	per m <sup>2</sup>		⬆ 12.00	
Gravel	517.00	529.00	per m <sup>2</sup>		⬆ 12.00	
<b>CROSS OVERS (RURAL) - Gravel Only</b>						<i>Payment to be made in Advance</i>
300mm pipe	2,303.00	2,358.00	per Crossover ( 2x Pipes)		⬆ 55.00	50% subsidy for 1st crossover on the property
375mm pipe	PRICE ON APPLICATION					
450mm pipe	PRICE ON APPLICATION					
<b>CROSS OVERS (TOWN SITE) - Concrete</b>						<i>Payment to be made in Advance</i>
Per square metre	78.00	80.00	per m <sup>2</sup>		⬆ 2.00	50% Subsidy for 1st Crossover of the property
<b>STANDPIPES</b>						
Per 1,000L (1kL)	10.00	10.00	per kL	✓	⬆ 0.00	Charges billed monthly
Administration Charge	5.00	5.00	per Invoice		⬆ 0.00	
Standpipe Access Card	20.00	25.00	per Card		⬆ 5.00	
Non-potable water per 1,000L (1kL)	4.00	4.50	per kL	✓	⬆ 0.50	Water from Town Dam. Charges billed monthly.

SHIRE OF BEVERLEY  
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Description	Charge 2024/25	Charge 2025/26	Frequency	GST Exempt	Increase \$	Information/Conditions
RESERVATIONS OF GRAVE PLOTS / NICHE WALLS						
Grave Reservation - Initial	117.00	120.00	per site		↑ 3.00	25 Years validity.
Niche Wall Single Reservation - Initial	117.00	120.00	per site		↑ 3.00	
Niche Wall Double Reservation - Initial	211.00	216.00	per two sites		↑ 5.00	25 Years validity.
Transfer of Reservation - Grave & Niche Wall	60.00	61.00	per reservation		↑ 1.00	25 Years validity from date of transfer.
Reservation - Renewal Every 5 Years	29.00	30.00	per site		↑ 1.00	APPLICABLE TO BOTH GRAVE PLOT & NICHE WALL RESERVATIONS
CEMETERIES - GRAVE PLOTS, DIGGING & ASSOC CHARGES						
Grant of Right of Burial Charge	1,181.00	1,209.00		✓	↑ 28.00	25 Year Period.
Standard Grave - Plot - Land 2.44m (L) X 1.52m (W) X 1.80m (D)	117.00	120.00	per Grave		↑ 3.00	On application of Grant of Right of Burial
Standard Grave - Grave digging to 1.80m	1,181.00	1,209.00	per Grave		↑ 28.00	On application of Grant of Right of Burial
Standard Grave - Grave Number Plate - Per Standard Plot	60.00	61.00	per Grave		↑ 1.00	On application of Grant of Right of Burial
Standard Grave - Overtime Fee - Weekends/Public Holidays/RDOs	886.00	907.00	per Grave (if applicable)		↑ 21.00	On application of Grant of Right of Burial (if applicable)
Plot - Land 2.44m (L) X 1.52m (W) X 1.80m (D)	117.00	120.00			↑ 3.00	
Double Plot - Land 2.44m (L) X 3.05m (W) X 1.80m (D)	177.00	216.00			↑ 39.00	10% Discount on multiple plots. Plots must be adjacent.
Triple Plot - Land 2.44m (L) X 4.57m (W) X 1.80m (D)	236.00	324.00			↑ 88.00	10% Discount on multiple plots. Plots must be adjacent.
Grave - Child (7 & Under) - Grave digging to 1.80m	591.00	605.00	per Grave		↑ 14.00	
Excess Depth Of 1.80m - Per Every 300mm	233.00	239.00	per each 300mm		↑ 6.00	
Reopening Of Grave - Ordinary	1,181.00	1,209.00	per Grave		↑ 28.00	
Reopening Of Grave - Child (7 & Under)	591.00	605.00	per Grave		↑ 14.00	
Exhumation Fee	2,360.00	2,417.00	per exhumation		↑ 57.00	In addition to grave digging charge.
Permission to Erect Headstone	177.00	181.00	per Headstone		↑ 4.00	PERMISSION and/or KERBING
Attendance When Required By Grantee	177.00	181.00	per attendance		↑ 4.00	
Internment Of Ashes In Grave Plot	177.00	181.00			↑ 4.00	
Extra Charge Of Ashes Internment - Overtime Fee - Weekends/Public Holidays/RDOs	295.00	302.00			↑ 7.00	
NICHE WALLS - PLOTS, INTERNMENT & ASSOC. CHARGES						
Internment Fee - Niche Wall - Single Compartment	236.00	242.00			↑ 6.00	Not including cost of PLAQUE / TABLET or FITTING
Internment Fee - Niche Wall - Double Compartment - 1st Internment	236.00	242.00			↑ 6.00	Not including cost of PLAQUE / TABLET or FITTING
Internment Fee - Niche Wall - Double Compartment - 2nd Internment	117.00	120.00			↑ 3.00	Not including cost of PLAQUE / TABLET or FITTING
Plaque Fee	AT COST	AT COST	per plaque			Plaque Cost to be recovered in full.
Plaque Installation Fee	177.00	181.00	per plaque		↑ 4.00	
Urn Container	29.00	30.00	per container		↑ 1.00	
Vases	88.00	90.00	per vase		↑ 2.00	Cost on application

SHIRE OF BEVERLEY  
2025/26 SCHEDULE OF FEES AND CHARGES  
EFFECTIVE FROM 1 JULY 2025

Description	Charge 2024/25	Charge 2025/26	Frequency	GST Exempt	Increase \$	Information/Conditions
REFUSE SITE FEES						
Asbestos Burial (Beverley District Only)	151.00	161.00	per m <sup>3</sup>		⬆ 10.00	By Appointment Only Minimum \$50 charge. <u>MUST BE DOUBLE BLACK PLASTIC WRAPPED AND LABELLED.</u>
Asbestos Burial (Beverley District Only)	Large quantities					Price based on per m <sup>3</sup> rate plus machine hire.
Building Rubble, Concrete, Rock, Gravel, Sand Or Like	33.00	34.00	per m3		⬆ 1.00	
Car & 4WD Tyre Disposal	5.00	5.00	per tyre		⬆ 0.00	Based on cost recovery - Fee subject to change. Other Sized Tyres By Application
Matresses	25.00	25.00	per mattress		⬆ 0.00	Based on cost recovery - Fee subject to change.
Fridges/Air Conditioners	10.00	10.00	per unit		⬆ 0.00	Based on cost recovery - Fee subject to change. No charge if degassed.
Septic Tank Waste (Local)	295.00	302.00	per 2,000L		⬆ 7.00	per 2,000L or part thereof.
Septic Tank Waste (Outside of Beverley District)	591.00	605.00	per 2,000L		⬆ 14.00	per 2,000L or part thereof - Double Rate.
HEALTH FEES						<i>Health Act 1911</i>
Public Building Event Approval Registration Fee	230.00	230.00	per Registration	✓	⬆ 0.00	
Food Premises Registration Fee	230.00	230.00	per Registration	✓	⬆ 0.00	
Food Business Notification Fee	75.00	75.00	per Notification	✓	⬆ 0.00	
Food Business (Food Stalls) Notification Fee	75.00	75.00	per Notification	✓	⬆ 0.00	
Food Premises Annual Inspection Fee	160.00	160.00	per Year	✓	⬆ 0.00	Annual Inspection of Food Premises.
Septic Tank/Onsite Waste Water Disposal Application	236.00	236.00	per Application	✓	⬆ 0.00	
Public Event Application - General	230.00	230.00	per Application	✓	⬆ 0.00	
Public Event Application - Community Group	50.00	50.00	per Application	✓	⬆ 0.00	

SHIRE OF BEVERLEY  
2025/26 SCHEDULE OF FEES AND CHARGES  
EFFECTIVE FROM 1 JULY 2025

Description	Charge 2024/25	Charge 2025/26	Frequency	GST Exempt	Increase \$	Information/Conditions
BUILDING FEES - Statutory subject to change						<i>Building Act 2011</i>
Building Permit Fees						<i>As per Building Regulations 2012</i>
Building Inspection	150.00	150.00	per Inspection	✓		
Building Certification	PRICE ON APPLICATION		per Certification	✓		Price On Application
BCITF Levy	0.2% of total construction value for all works valued over \$20,000.00			✓		
Building Services Levy (BSL)						
Building Permit						
- \$45,000 or Less	61.65	61.65	per Application	✓		
- Over \$45,000	0.137% of the value of work		per Application	✓		
Demolition Permit						
- \$45,000 or Less	61.65	61.65	per Application	✓		
- Over \$45,000	0.137% of the value of work		per Application	✓		
Occupancy Permit or Building Approval Certificate for approved building work under s47, 49, 50 or 52 of the <i>Building Act</i> .						
- \$45,000 or Less	61.65	61.65	per Application	✓		
- Over \$45,000	61.65	61.65	per Application	✓		
Occupancy Permit or Building Approval Certificate for approved building work under s51 of the <i>Building Act</i> .						
- \$45,000 or Less	91.00	91.00	per Application	✓		
- Over \$45,000	0.18% of the value of work		per Application	✓		
Occupancy Permit or Building Approval Certificate for <u>unauthorised</u> building work under s51 of the <i>Building Act</i> .						
- \$45,000 or Less	123.30	123.30	per Application	✓		
- Over \$45,000	0.274% of the value of work		per Application	✓		
Occupancy Permit under s46 of the <i>Building Act</i> .						
- \$45,000 or Less	No Levy	No Levy				
- Over \$45,000	No Levy	No Levy				
Modification of Occupancy Permit for additional use of building on temporary basis under s48 of the <i>Building Act</i> .						
- \$45,000 or Less	No Levy	No Levy				
- Over \$45,000	No Levy	No Levy				

SHIRE OF BEVERLEY  
2025/26 SCHEDULE OF FEES AND CHARGES  
EFFECTIVE FROM 1 JULY 2025

Description	Charge 2024/25	Charge 2025/26	Frequency	GST Exempt	Increase \$	Information/Conditions
<b>Building/Demolition Permits</b>						
1. Certified application for building permit-						
a) for building work for a Class 1 or Class 10 building or incidental structure.	0.19% of the estimated value of building as determined by the relevant permit authority, but not less than \$110.			✓		
b) for building work for a Class 2 to Class 9 building or incidental structure.	0.09% of the estimated value of building as determined by the relevant permit authority, but not less than \$110.			✓		
2. Uncertified application for a building permit	0.32% of the estimated value of the building as determined by the relevant permit authority, but not less than \$110.			✓		
3. Application for a demolition permit -						
a) for demolition work in respect of a Class 1 or Class 10 building or incidental structure.	110.00	110.00		✓		
b) for demolition work in respect of a Class 2 to Class 9 building.	\$110 for each storey of the building.			✓		
4. Application to extend the time which a building or demolition permit has effect.	110.00	110.00		✓		
5. Application for an occupancy permit for a completed building.	110.00	110.00		✓		
6. Application for a temporary occupancy permit for an incomplete building.	110.00	110.00		✓		
7. Application for modification of an occupancy permit for additional use of a building on a temporary basis.	110.00	110.00		✓		
8. Application for a replacement occupancy permit for permanent change of the building's use/classification.	110.00	110.00		✓		
9. Application for an occupancy permit or building approval certificate for registration of strata scheme/plan of resubdivision.	11.60 115.00	11.60 115.00		✓		per Strata Unit minimum
10. Application for an occupancy permit for a building in respect of which unauthorised work has been done.	110.00	110.00		✓		
11. Application for a building approval certificate for a building in respect of which unauthorised work has been done.	110.00	110.00		✓		
12. Application to replace an occupancy permit for an existing building.	110.00	110.00		✓		
13. Application for a building approval certificate for an existing building where unauthorised work has not been done.	110.00	110.00		✓		
14. Application to extend the time during which an occupancy permit or building approval certificate has effect.	110.00	110.00		✓		



SHIRE OF BEVERLEY  
2025/26 SCHEDULE OF FEES AND CHARGES  
EFFECTIVE FROM 1 JULY 2025

Description	Charge 2024/25	Charge 2025/26	Frequency	GST Exempt	Increase \$	Information/Conditions
Building/Demolition Permits (Continued)						
15. Application as defined in Regulation 31 (for each building standard in respect of which a declaration is sought).	2,160.15	2,160.15		✓		
16. Inspection of pool enclosures.	58.45	58.45		✓		Regulation 53.
17 Local government approval of battery powered smoke alarms	179.40	179.40		✓		Regulation 61.
18. Certificate of Design Compliance	0.19% of the estimated value of building as determined by the relevant permit authority, but not less than \$110.			✓		
19. Certificate of Building Compliance	0.32% of the estimated value of the building as determined by the relevant permit authority, but not less than \$110.			✓		

SHIRE OF BEVERLEY  
2025/26 SCHEDULE OF FEES AND CHARGES  
EFFECTIVE FROM 1 JULY 2025

Description	Charge 2024/25	Charge 2025/26	Frequency	GST Exempt	Increase \$	Information/Conditions
TOWN PLANNING FEES- Statutory subject to change						Planning and Development Regulations 2009 (Part 7 Local Government Planning Charges)
1. Determining a development application (other than for an extractive industry) where the development has not commenced or been carried out and the estimated cost of the development is-						
(a) not more than \$50,000	147.00	147.00		✓	↑ 0.00	
(b) more than \$50,000 but not more than \$500,000	0.32% of the estimated cost of development			✓		
(c) more than \$500,000 but not more than \$2.5 million	\$1,700 + 0.257% for every \$1 in excess of \$500,000			✓		
(d) more than \$2.5 million but not more than \$5 million	\$7,161 + 0.206% for every \$1 in excess of \$2.5 million			✓		
(e) more than \$5 million but not more than \$21.5 million	\$12,633 + 0.123% for every \$1 in excess of \$5 million			✓		
(f) more than \$21.5 million	34,196.00	34,196.00		✓	↑ 0.00	
2. Determining 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 way of penalty, twice that fee.			✓		
3. Determining a development application for an extractive industry where the development has not commenced or been carried out	739.00	739.00		✓	↑ 0.00	
4. Determining a 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			✓		
5. Providing a subdivision clearance for						
(a) not more than 5 lots	73.00	73.00	per Lot	✓	↑ 0.00	
(b) more than 5 lots but not more than 195 lots	\$73 per lot for the first 5 lots and then \$35 per lot			✓		
(c) more than 195 lots	7,393.00	7,393.00		✓	↑ 0.00	
6. Determining an initial application for approval of a home occupation where the home occupation has not commenced.	222.00	222.00		✓	↑ 0.00	
7. Determining 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			✓		
8. Determining an application for the renewal of an approval of a home occupation where the application is made before the approval expires.	73.00	73.00		✓	↑ 0.00	
9. Determining an application for the renewal of an approval of home occupation where the application is made after the approval has expired.	The fee in item 8 plus, by way of penalty, twice that fee			✓		

SHIRE OF BEVERLEY  
2025/26 SCHEDULE OF FEES AND CHARGES  
EFFECTIVE FROM 1 JULY 2025

Description	Charge 2024/25	Charge 2025/26	Frequency	GST Exempt	Increase \$	Information/Conditions
TOWN PLANNING FEES (Continued)						Planning and Development Regulations 2009 (Part 7 Local Government Planning Charges)
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 change has not commenced or been carried out.	295.00	295.00		✓	↑ 0.00	
11. Determining an application for change of use or for alteration or extension or change of a non-conforming use to which item 2 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.			✓		
12. Providing a zoning certificate.	73.00	73.00		✓	↑ 0.00	
13. Replying to a property settlement questionnaire.	73.00	73.00		✓	↑ 0.00	
14. Providing written planning advice.	73.00	73.00		✓	↑ 0.00	
15. Scheme Amendments - initiated outside of Council						
Shire Planner	88.00	88.00	per hour		↑ 0.00	
Administration Officer	30.20	30.20	per hour		↑ 0.00	
16. Structure Plans - initiated outside of Council						
Shire Planner	88.00	88.00	per hour		↑ 0.00	
Administration Officer	30.20	30.20	per hour		↑ 0.00	
17. Trading in Public Place Application	50.00	50.00	per Applicant	✓	↑ 0.00	Initial application fee per Vendor allows trade for 12 months.
18. Trading in Public Place Annual Renewal	200.00	200.00	per Year	✓	↑ 0.00	Renewal fee applicable after initial 12 month period.
PLANNING ADVERTISING AND NOTIFICATION COSTS						
Applicant to pay	Borne by applicant					
DEVELOPMENT APPLICATIONS						Planning and Development (DAP) Amendment Regulations 2013
1. A DAP application where the estimated cost of development is-						
a) not less than \$2 million and less than \$7 million	5,701.00	5,701.00		✓	↑ 0.00	
b) not less than \$7 million and less than \$10 million	8,801.00	8,801.00		✓	↑ 0.00	
c) not less than \$10 million and less than \$12.5 million	9,576.00	9,576.00		✓	↑ 0.00	
d) not less than \$12.5 million and less than \$15 million	9,849.00	9,849.00		✓	↑ 0.00	
e) not less than \$15 million and less than \$17.5 million	10,122.00	10,122.00		✓	↑ 0.00	
f) not less than \$17.5 million and less than \$20 million	10,397.00	10,397.00		✓	↑ 0.00	
g) \$20 million or more	10,670.00	10,670.00		✓	↑ 0.00	
2. An application under Reg.17	245.00	245.00		✓	↑ 0.00	
ROAD CLOSURE PROCESSING FEE						
Charge	295.00	302.00	per application		↑ 7.00	

## All groups CPI, index numbers and percentage changes

	Index number(a)	Percentage change (%)	
	Mar Qtr 2025	Dec Qtr 2024 to Mar Qtr 2025	Mar Qtr 2024 to Mar Qtr 2025
Sydney	140.9	0.9	2.3
Melbourne	140.7	0.9	2.3
Brisbane	142.9	1.9	2.7
Adelaide	141.2	0.5	2.2
<b>Perth</b>	<b>138.6</b>	<b>0.5</b>	<b>2.8</b>
Hobart	140.0	0.8	1.4
Darwin	134.6	0.7	1.7
Canberra	138.6	0.9	2.2
Weighted average of eight capital cities	140.7	0.9	2.4

a. Index reference period: 2011-12 = 100.0.

Source: Australian Bureau of Statistics, Consumer Price Index, Australia March Quarter 2025

## **11.5 Rates Exemption – Non Rateable Land Review**

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<b>Submission To:</b>	<b>Ordinary Council Meeting 25 June 2025</b>
<b>Report Date:</b>	<b>9 June</b>
<b>Applicant:</b>	<b>Administration</b>
<b>File Reference:</b>	<b>ADM 0566</b>
<b>Author and Position:</b>	<b>Natalie Ashworth, Finance Officer</b>
<b>Previously Before Council:</b>	<b>Annual Item</b>
<b>Disclosure(s) Of Interest:</b>	<b>Author is a member of the Beverley Tennis Club</b>
<b>Attachments:</b>	<b>Nil</b>

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### **SUMMARY**

Council to review and consider approving the current list of Non-Rateable properties.

### **BACKGROUND**

Council first adopted policy AF012 Rates – Rates Exemption (Non-Rateable Land) in June 2018 at its Ordinary Council meeting. The properties holding rate exemption status from rates are reviewed annually to ensure continued rating exemption.

### **COMMENT**

The following properties currently attract a rates exemption and are due for review:

<b>Assess No</b>	<b>Lot No.</b>	<b>Street Name</b>	<b>Owners Name</b>
A1135	R51	JOHN ST	Beverley Anglican Church
A2977	39	JOHN ST	Beverley Anglican Church
A791	97	JOHN ST	Beverley District High School
A37	Various	GREAT SOUTHERN HWY	Beverley Golf Club
A38	Various	SMITH ST	Beverley Golf Club Inc
A41	72	SMITH ST	Beverley Golf Club Inc
A1462	504	FORREST ST	Beverley Lawn Tennis Club
A1003	50	HUNT RD	Beverley Masonic Lodge
A91	Various	FORREST ST	Beverley Medical Practice
A1259	15	NICHOLAS ST	Beverley Rifle Club Inc
A1140	409	HUNT RD	Commissioner Of Police
A1599		FORREST ST	Co-operative Bulk Handling Ltd
A868	531	VINCENT ST	Country Women's Association
A873	1	BROOKTON HWY	Dale River Tennis Club
A1141	51	HUNT RD	Gan (Church Premises)
A73	Various	GREAT SOUTHERN HWY	Indigenous Land & Sea Corporation
A660	367	BARTRAM ST	National Trust of Australia
A668	Various	FORREST ST	Returned Services League
A793	68	LUKIN ST	Roman Catholic Bishop of Perth
A1262	387	JOHN ST	St John Ambulance WA - Beverley Sub Centre
A1216		VINCENT ST	Telstra Corporation

Assess No	Lot No.	Street Name	Owners Name
A1147	405	JOHN ST	WA Country Health Service - Beverley Hospital
A1148	345	FORREST ST	WA Country Health Service - Lodge
A1298		GREAT SOUTHERN HWY	Water Corporation
A51706	800	SIMMONS RD	Water Corporation
A792		TAYLOR ST	Westrail

There has been no change of use to any of the mentioned properties/land and no additions since the last review in June 2024.

## STATUTORY ENVIRONMENT

*Local Government Act 1995 Section 6.26*

### 6.26. Rateable land

- (1) Except as provided in this section all land within a district is rateable land.
- (2) The following land is not rateable land —
  - (a) land which is the property of the Crown and —
    - (i) is being used or held for a public purpose; or
    - (ii) is unoccupied, except —
      - (I) where any person is, under paragraph (e) of the definition of **owner** in section 1.4, the owner of the land other than by reason of that person being the holder of a prospecting licence held under the *Mining Act 1978* in respect of land the area of which does not exceed 10 ha or a miscellaneous licence held under that Act; or
      - (II) where and to the extent and manner in which a person mentioned in paragraph (f) of the definition of **owner** in section 1.4 occupies or makes use of the land;
  - and
  - (b) land in the district of a local government while it is owned by the local government and is used for the purposes of that local government other than for purposes of a trading undertaking (as that term is defined in and for the purpose of section 3.59) of the local government; and
  - (c) land in a district while it is owned by a regional local government and is used for the purposes of that regional local government other than for the purposes of a trading undertaking (as that term is defined in and for the purpose of section 3.59) of the regional local government; and
  - (d) land used or held exclusively by a religious body as a place of public worship or in relation to that worship, a place of residence of a minister of religion, a convent, nunnery or monastery, or occupied exclusively by a religious brotherhood or sisterhood; and
  - (e) land used exclusively by a religious body as a school for the religious instruction of children; and

- (f) land used exclusively as a non-government school within the meaning of the *School Education Act 1999*; and
  - (g) land used exclusively for charitable purposes; and
  - (h) land vested in trustees for agricultural or horticultural show purposes; and
  - (i) land owned by Co-operative Bulk Handling Limited or leased from the Crown or a statutory authority (within the meaning of that term in the *Financial Management Act 2006*) by that co-operative and used solely for the storage of grain where that co-operative has agreed in writing to make a contribution to the local government; and
  - (j) land which is exempt from rates under any other written law; and
  - (k) land which is declared by the Minister to be exempt from rates.
- (3) If Co-operative Bulk Handling Limited and the relevant local government cannot reach an agreement under subsection (2)(i) either that co-operative or the local government may refer the matter to the Minister for determination of the terms of the agreement and the decision of the Minister is final.
- (4) The Minister may from time to time, under subsection (2)(k), declare that any land or part of any land is exempt from rates and by subsequent declaration cancel or vary the declaration.
- (5) Notice of any declaration made under subsection (4) is to be published in the *Gazette*.
- (6) Land does not cease to be used exclusively for a purpose mentioned in subsection (2) merely because it is used occasionally for another purpose which is of a charitable, benevolent, religious or public nature.

## **CONSULTATION**

Council

## **FINANCIAL IMPLICATIONS**

No Rate Revenue from exempt land

## **STRATEGIC IMPLICATIONS**

Strategic Pillar: 4. Civic Leadership

Strategic Priorities: 4.1 Community and customer focus

4.3 Responsible Planning

## **POLICY IMPLICATIONS**

AF012 Rates Exemption (Non Rateable Land)

## RISK IMPLICATIONS

Low (4) - There is a minimal risk implications.

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

Risk Rating	Action
Low	Monitor for ongoing improvement.
Medium	Comply with risk reduction measures to keep risk as low as reasonably practical.
High	Review the risk and take additional measures to ensure risk is low as reasonably achievable.
Severe	Unacceptable risk level, reduction measures must be introduced before proceeding.

## VOTING REQUIREMENTS

Absolute Majority



## OFFICER'S RECOMMENDATION & COUNCIL RESOLUTION

**M12/0625**

**Moved Cr Brown**

**Seconded Cr Sattler**

**That Council endorse the reviewed rates exemptions on:**

<b>Assess No</b>	<b>Lot No.</b>	<b>Street Name</b>	<b>Owners Name</b>
A1135	R51	JOHN ST	Beverley Anglican Church
A2977	39	JOHN ST	Beverley Anglican Church
A791	97	JOHN ST	Beverley District High School
A37	Various	GREAT SOUTHERN HWY	Beverley Golf Club
A38	Various	SMITH ST	Beverley Golf Club Inc
A41	72	SMITH ST	Beverley Golf Club Inc
A1462	504	FORREST ST	Beverley Lawn Tennis Club
A1003	50	HUNT RD	Beverley Masonic Lodge
A91	Various	FORREST ST	Beverley Medical Practice
A1259	15	NICHOLAS ST	Beverley Rifle Club Inc
A1140	409	HUNT RD	Commissioner of Police
A1599		FORREST ST	Co-operative Bulk Handling Ltd
A868	531	VINCENT ST	Country Women's Association
A873	1	BROOKTON HWY	Dale River Tennis Club
A1141	51	HUNT RD	Gan (Church Premises)
A73	Various	GREAT SOUTHERN HWY	Indigenous Land and Sea Corporation
A660	367	BARTRAM ST	National Trust of Australia
A668	Various	FORREST ST	Returned Services League
A793	68	LUKIN ST	Roman Catholic Bishop of Perth
A1262	387	JOHN ST	St John Ambulance WA - Beverley Sub Centre
A1216		VINCENT ST	Telstra Corporation
A1147	405	JOHN ST	WA Country Health Service - Beverley Hospital
A1148	345	FORREST ST	WA Country Health Service - Lodge
A1298		GREAT SOUTHERN HWY	Water Corporation
A51706	800	SIMMONS RD	Water Corporation
A792		TAYLOR ST	Westrail

**CARRIED BY ABSOLUTE MAJORITY 6/0**

***For: Cr White, Cr Ridgway, Cr Brown, Cr Lawlor, Cr Martin & Cr Sattler***

***Against: Nil***

## **12. ADMINISTRATION**

### **12.1 Proposed Policy: Renewable Energy Projects – Community Benefit Scheme Fund**

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<b>Submission To:</b>	<b>Ordinary Council Meeting 25 June 2025</b>
<b>Report Date:</b>	<b>11 June 2025</b>
<b>Applicant:</b>	<b>Shire of Beverley</b>
<b>File Reference:</b>	<b>ADM 0468</b>
<b>Author and Position:</b>	<b>Stefan de Beer, Manager of Planning</b>
<b>Previously Before Council:</b>	<b>No</b>
<b>Disclosure(s) Of Interest:</b>	<b>Nil</b>
<b>Attachments:</b>	<b>Draft Policy – Renewable Energy Projects – Community Benefit Scheme Fund</b>

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#### **SUMMARY**

It is requested that Council resolve to adopt the attached Policy - *Renewable Energy Projects – Community Benefit Scheme Fund*.

#### **BACKGROUND**

The self-explanatory Policy - *Renewable Energy Projects – Community Benefit Scheme Fund* is attached to this report for Council's consideration.

The aim of the Policy is to ensure that large-scale renewable energy developments (Wind Energy Facilities (WEFs) or farms, Solar Farms, and Battery Energy Storage Systems (BESS)) deliver lasting positive outcomes for the local community. This Renewable Energy Projects Community Benefit Scheme (CBS) Policy establishes a framework for proponents of such projects to share benefits with the host community, consistent with the Shire's strategic vision and best practices in Australia.

#### **COMMENT**

The *Local Government Act 1995* – Section 2.7 (2) (b) – enables Local Government Councils to determine the Local Government's policies:

##### *2.7. Role of council*

- (1) The council governs the local government's affairs and, as the local government's governing body, is responsible for the performance of the local government's functions.*
- (2) The council's governing role includes the following —*
  - (a) overseeing the allocation of the local government's finances and resources;*
  - (b) determining the local government's policies;*
  - (c) planning strategically for the future of the district;*
  - (d) determining the services and facilities to be provided by the local government in the district;*
  - (e) selecting the CEO and reviewing the CEO's performance;*
  - (f) providing strategic direction to the CEO.*

The proposed Policy will aim to ensure that as renewable projects proceed, they do so in partnership with the community – through early engagement, benefit-sharing

contributions, and transparent governance – leaving a positive legacy in line with the Shire’s strategic planning objectives.

### **CONSULTATION**

No consultation was done.

### **STATUTORY ENVIRONMENT**

Council has the power to make Policies pursuant to Section 2.7 (2) (b) of the *Local Government Act 1995*.

### **FINANCIAL IMPLICATIONS**

The broader community is anticipated to benefit from the Scheme as described in the Policy.

### **STRATEGIC IMPLICATIONS**

Strategic Pillar: 4. Civic Leadership  
Strategic Priorities: 4.2 Continuous organisational improvement  
4.3 Responsible planning

### **POLICY IMPLICATIONS**

The outcome of this exercise will result in a new Policy - *Renewable Energy Projects – Community Benefit Scheme Fund*.

### **VOTING REQUIREMENTS**

Simple Majority

### **OFFICER’S RECOMMENDATION & COUNCIL RESOLUTION**

**M13/0625**

**Moved Cr Martin**

**Seconded Cr Lawlor**

**That Council resolve to adopt the Policy on *Renewable Energy Projects – Community Benefit Scheme Fund* pursuant to Section 2.7 (2) (b) of the *Local Government Act 1995*.**

**CARRIED 6/0**

***For: Cr White, Cr Ridgway, Cr Brown, Cr Lawlor, Cr Martin & Cr Sattler  
Against: Nil***

### **3.20 Renewable Energy Projects – Community Benefit Scheme Fund**

<b>Policy Type:</b>	Community
<b>Date Adopted:</b>	25 June 2025

<b>Policy No:</b>	<b>S020</b>
<b>Date Last Reviewed:</b>	25 June 2025

<b>Legal (Parent):</b>
1. Local Government Act, 1995

<b>Legal (Subsidiary):</b>
1. Local Government (Financial Management) Regulations, 1996

<b>ADOPTED POLICY</b>	
<b>Title:</b>	<b>RENEWABLE ENERGY PROJECTS – COMMUNITY BENEFIT SCHEME FUND</b>
<b>Objective:</b>	<b>To establish a framework for proponents of such projects to share benefits with the host community, consistent with the Shire's strategic vision and best practices in Australia.</b>

## **POLICY**

### **Purpose and Background**

*The Shire of Beverley is committed to ensuring that large-scale renewable energy developments (Wind Energy Facilities (WEFs) or farms, Solar Farms, and Battery Energy Storage Systems (BESS)) deliver lasting positive outcomes for the local community. This Renewable Energy Projects - Community Benefit Scheme Fund (CBS) Policy establishes a framework for proponents of such projects to share benefits with the host community, consistent with the Shire's strategic vision and best practices in Australia.*

*The Policy strives to align with the principle of maximising the benefits to the community and the environment from renewable projects.*

*As Western Australia transitions its energy sector towards net-zero emissions, the Shire is preparing for the implications of potential large scale renewable energy projects within its area of jurisdiction. This Policy aims to ensure that as renewable projects proceed, they do so in partnership with the community – through early engagement, benefit-sharing contributions, and transparent governance – leaving a positive legacy in line with the Shire's strategic planning objectives.*

### **Scope**

*This Policy applies to all large-scale renewable energy facilities within the Shire of Beverley, including wind energy facilities (wind farms), utility-scale solar farms, and large battery storage projects (BESS), typically those with a nameplate capacity exceeding 5 MW.*

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*It is intended for use by Shire staff, Council, and developers (proponents) of renewable energy projects during project planning, approval, and operational phases. The Policy sets out expectations and requirements for negotiating and establishing a Renewable Energy Projects Community Benefit Schemes Fund.*

### **Definitions**

**Proponent** – *The developer, operator, or owner of a large-scale renewable energy project (wind, solar, and/or battery) in the Shire. This includes any company or entity seeking development approval for such projects.*

**Renewable Energy Projects Community Benefit Scheme Fund** – *A fund to which the proponent contributes financially, for the benefit of the local community. Contributions are typically made annually over the life of the project and are used to support community projects, services, and infrastructure in accordance with this Policy.*

**Nameplate Capacity** – *The rated output capacity of a generator (in megawatts for wind/solar, or in megawatt-hours for battery storage if applicable). This is used as the basis for calculating CBS contributions. For hybrid projects, capacity is considered by each component (e.g. MW of wind, MW of solar, MWh of standalone storage).*

**Life of the Project** – *The expected operational lifespan of the renewable energy facility, assumed to be approximately 30 years (unless otherwise defined in approvals). CBS contributions are made for the duration of the project's operation.*

**Social License** – *The ongoing acceptance and approval of a project by the local community and stakeholders, beyond formal regulatory or legal requirements. It's not a literal license, but rather a metaphorical one that reflects the level of trust, legitimacy, and support a project has from the public. Earning a social license involves proactive community engagement, benefit-sharing, and responsible practices by the proponent to build trust and goodwill.*

### **Policy Statement**

*The Shire of Beverley requires that all large-scale renewable energy projects contribute to a Renewable Energy Projects Community Benefit Scheme Fund (CBS) to ensure the local community directly benefits from these developments. This Policy sets a consistent approach for negotiating, calculating, managing, and disbursing CBS contributions.*

*Key principles of the Policy include:*

### **Early Negotiation and Agreement:**

- Proponents must engage with the Shire at an early stage (e.g. during feasibility or prior to lodgement of a development application) to negotiate a CBS contribution agreement. The aim is to reach an in-principle agreement on community contributions before commencement of construction, providing certainty to both the community and the proponent. Early negotiation aligns with best practice which calls for collaboration between councils and developers on benefit-sharing programs ([Benefit-Sharing Guideline](#)). The agreed contribution should be formalised via a legal instrument (such

as a deed of agreement, or memorandum of understanding) at development approval stage, ensuring it is binding for the project's life.

### **Contribution Formula (Per MW and Indexation):**

- The CBS contribution will be calculated based on the installed capacity of the project of each asset installed and located in the Shire of Beverley, using a rate per megawatt (MW) per annum (or per MWh for storage). As a minimum, the contribution shall be no less than the benchmark rates recommended in the New South Wales Government's 2023 *Benefit Sharing Guideline* for renewable energy projects, which are: \$1,050 per MW per annum for wind energy, \$850 per MW per annum for solar energy, and \$150 per MWh per annum for standalone battery projects, indexed annually to the Consumer Price Index (CPI) ([Benefit-Sharing Guideline](#)).

*The contribution amount agreed upon shall be indexed to CPI each year to maintain its real value over time, with the first year's rate typically based on the financial year of project commissioning ([Benefit-Sharing Guideline](#)). Contributions are expected on an annual basis for the full operational life of the project (indicatively 30 years), commencing from the start of commercial operations (or as otherwise negotiated). This long-term, CPI-indexed commitment ensures the fund grows over time and provides a reliable stream of community funding.*

### **Minimum Contribution Levels:**

- In all cases, the proponent's contribution must meet or exceed the Shire's minimum required level. The Shire will use the NSW guideline rates as a floor, not a ceiling ([Benefit-Sharing Guideline](#)). Proponents are encouraged to offer higher contributions or additional benefit-sharing measures where possible (especially if a project has higher impacts or to address specific community needs), but at a minimum the above rates per capacity apply. The Shire's preference is to calculate contributions on nameplate capacity; however, alternative formulas (such as a percentage of capital investment or revenue) may be considered if they deliver equal or greater community value over the project life. In the event that State policy or regulations (future State Planning Policy or legislation) mandate higher standard contributions, the greater requirement will prevail. This ensures that Beverley's community receives a fair share commensurate with projects in other regions and reflects the scale of development.

### **Administration and Governance – Shire-Managed Fund (Preferred):**

- The default and preferred model is for the CBS to be administered by the Shire of Beverley. Proponents will make annual payments to the Shire, to be held in a dedicated restricted cash reserve account established for the particular proponent's Community Benefit Scheme Fund. The Shire will manage and disburse the funds in accordance with the *Local Government Act 1995* and relevant financial management regulations and audit requirements. By having the local government manage the fund, the Shire leverages existing governance systems, transparency mechanisms, and community accountability measures. Local governments are best positioned to understand local needs, coordinate projects, exercise sound governance, and maximise returns on investment for community betterment. All CBS monies received will be accounted for in the Shire's annual budget (as restricted funds), and unspent funds will be carried

forward in the reserve. Recognition protocols will be established so that the proponent's contribution is acknowledged in Shire publications and at project openings, ensuring the proponent is credited for their community investment (thus supporting their Environmental Social & Governance (ESG) and social license objectives).

### **Eligible Uses of Funds and Thematic Priorities:**

- CBS funds must be used for projects, programs, or initiatives that provide a public benefit and align with the Shire's strategic plans (such as the Strategic Community Plan, Corporate Business Plan, Long-Term Financial Plan, and other informing strategies). The overarching goal is to fund long-term sustainable and high-value initiatives that deliver lasting legacy outcomes for the community, rather than one-off short-lived spending. The Shire, in consultation with the community and the proponent, will identify priority themes for investment – for example: improvements to local sporting and recreation facilities, community health and wellbeing programs, education and training scholarships, environmental conservation or renewable energy initiatives, arts and cultural events, emergency services and disaster resilience, tourism development, and local infrastructure enhancement. These thematic areas echo those identified as best practice for reinvesting renewable benefits in host communities. Each year, specific projects or grant programs under these themes will be selected for funding. The Shire will ensure that funded projects are distributed fairly across the community and, where relevant, across different localities within the Shire, so that those most impacted by the development share in the benefits. Importantly, CBS funds are additional – they complement (but do not replace) normal government spending or other funding sources. Proponents are encouraged to participate in launch events or media for funded projects as part of recognition, under agreed protocols.
- Suggested initial thematic approach areas of investment include:
  - Sport & Recreation: Enhancing sport & recreation facilities, the lifeblood of rural towns;
  - Health and Wellbeing: Enhancing health and wellbeing generally;
  - Education and Training: Scholarships and workforce development programs;
  - Environmental Initiatives: Promoting renewable adoption and conservation; Arts, Culture & Events: Fostering vibrant regional communities;
  - Disaster Resilience and Emergency Services: Strengthening emergency services; and
  - Tourism Development: Investing in attractions to drive economic growth.

### **Governance Structure (CBS Committee):**

- To oversee the distribution of CBS monies, the Shire will establish a CBS Committee or Advisory Group. The Committee would ideally comprise Shire representatives (elected members and/or officers), community members (including drawn from near neighbours or stakeholders), and a representative (and deputy) of the proponent company. The committee's role is to provide input on funding priorities, assess grant



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applications or project proposals, and make recommendations to Council on the allocation of funds each year. The committee will operate under clear terms of reference approved by Council, ensuring decisions are transparent, fair, and aligned with the fund's objectives. The proponent's presence on the committee (in a non-voting or advisory capacity) can help coordinate recognition and ensure their perspective is considered, while the majority community representation safeguards local interests. Meetings will be held at least annually (or as required) to plan and review fund distribution. Annual Reporting on the CBS will be undertaken: the Shire will publish a summary each year of the fund's contributions received, projects funded (with amounts), and outcomes achieved. This report will be provided to the proponent and made available to the community, reflecting the principle that benefit-sharing arrangements should be transparent and publicly accessible ([Benefit-Sharing Guideline](#)). The fund's management and accounts will also be subject to the Shire's normal audit process, with results reported as part of annual financial statements.

### **Alignment with Shire Plans and Community Input:**

- All CBS-funded initiatives should support the broader development plans of the Shire. The proponent and the Shire will work together to ensure that the use of funds complements the Shire's long-term infrastructure and service planning. For example, if the Shire's Long-Term Financial Plan (LTFP) or Planning identifies critical community infrastructure needs (such as upgrades to community halls, recreation centres, or roads impacted by the project), the CBS can be directed to co-fund those projects. Similarly, initiatives in the Strategic Community Plan – such as improving youth services, economic development, or environmental sustainability – can be resourced through the CBS. By aligning expenditures with these plans, the fund delivers strategic value and avoids ad-hoc spending. Community input is vital in this process: the Shire may hold community workshops or invite submissions on how CBS money should be spent, ensuring the fund is responsive to local aspirations. This collaborative approach reflects that benefit-sharing must be community-focused and tailored to local needs ([Benefit-Sharing Guideline](#)). Where a proponent has its own corporate social responsibility themes (e.g. Science, Technology, Engineering, and Mathematics (STEM) education, community health), these can be coordinated with Shire priorities to maximise impact.

### **Option for Proponent-Administered Fund:**

- While the Shire-managed model is preferred, this Policy allows for an alternative arrangement where the proponent administers the community fund directly – but only with the Shire's agreement and under specific conditions. If a proponent wishes to establish and run its own Community Benefit Scheme Fund or similar program (for instance, via a trust, community grants program, or a third-party foundation), the following must be ensured: (a) the level of funding provided by the proponent is at least equivalent to what would have been contributed under this Policy's formula (with the same CPI indexation); (b) the fund or programs run by the proponent are aligned with the Shire's strategic objectives and the needs of the Beverley community; (c) the proponent involves the Shire in the governance or decision-making process – for example, the Shire may have representation on the proponent's fund committee or a formal role in approving projects – and (d) there is full transparency and reporting of expenditures to the Shire and community. Essentially, the proponent-run fund must

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mirror the intent of the CBS in scope and rigor. The Shire will only endorse such an arrangement if it is satisfied that the outcomes will be equal or better for the community than the Shire-managed approach. If a proponent-administered model is adopted, an agreement (or memorandum) must be in place detailing how funds will be allocated, how the Shire will participate in project selection, and how reporting/recognition will occur. The proponent should also demonstrate how the fund ties into their ESG commitments. Regular check-ins (e.g. annual meetings) between the Shire and proponent will be required to review the fund's performance. Notably, even under a proponent-managed scheme, the Shire expects that key programs be coordinated with Council (for instance, if the proponent gives education scholarships or community grants, this should be communicated and celebrated jointly). This cooperative model follows the principle that benefit-sharing should be collaborative and centrally coordinated where possible ([Benefit-Sharing Guideline](#)), avoiding duplication or working at cross-purposes.

### **Financial Management and Reserves:**

- All CBS funds received by the Shire will be placed in a restricted cash-backed reserve specifically created for the Community Benefit Scheme Fund. This ensures the funds are quarantined for their intended purpose and not used for general expenditure. Interest earned on the reserve will be retained within the fund. Unexpended funds in any given year will be carried forward to future years, building a cumulative balance if appropriate. The Shire, in liaison with the proponent, may choose to accrue funds over multiple years for larger projects of significant community benefit, rather than disbursing all funds every year. However, a general guideline is that funds should be put to use in a timely manner to benefit the community that is hosting the renewable development (unless saving for a planned large project). The reserve will be managed in accordance with the Shire's financial policies and the *Local Government (Financial Management) Regulations 1996*, with annual reporting as noted. If the project terminates earlier than expected (e.g. decommissioning or sale), any remaining funds in the reserve will continue to be used for community benefit. In the case of project ownership transfer, the Shire will seek commitments that the contribution agreement is binding on successors. Should there be any dispute or default in payments, the Shire will refer to the agreement provisions for resolution, noting that consistent contributions are a core aspect of maintaining the project's social license in Beverley.

### **Recognition and Communication:**

- The Shire will develop protocols to formally recognise the contributions made by renewable energy proponents through the CBS. This may include: signage at facilities or project sites acknowledging the proponent's community fund (e.g. "This project was funded by the Community Benefit Scheme Fund contributed by [Company Name]"), media releases and stories highlighting the community outcomes enabled by the fund, and invitations for the proponent's representatives to attend and be acknowledged at community events related to CBS-funded initiatives. Mutual recognition builds goodwill and encourages other developers to also contribute generously. Additionally, the Shire will periodically communicate to the broader public about how hosting renewable energy has directly benefited the community – reinforcing the positive narrative of renewable energy developments. This transparency and promotion are

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consistent with maintaining public support for the industry and demonstrating that local communities are better off as a result of these projects.

*Through this Policy, the Shire of Beverley seeks to create a win-win outcome: proponents fulfill their corporate social responsibilities and gain community acceptance, while the community receives tangible and lasting benefits from the renewable energy transition. The Policy will be reviewed as needed (for example, if State Government introduces new guidelines or if improvements are identified in implementation) to remain aligned with best practices and community expectations.*

**Exclusion Clause – Neighbour Benefit Schemes (NBS) Not Constituting Community Benefit Scheme Fund Contributions**

*Nothing in this Policy shall be construed to imply or permit that Neighbour Benefit Schemes (NBS), Near Neighbour Payments, or similar arrangements between proponents and individual landholders or nearby residents constitute part of, or can be offset against, the required Renewable Energy Projects Community Benefit Scheme Fund contribution.*

*Such neighbour-specific payments are considered project-specific mitigation or social license costs incurred as part of the normal cost of gaining project approval and community acceptance, and are intended to compensate directly impacted individuals, not the broader community.*

*The purpose of the CBS is to deliver broader legacy benefits to the entire host community, beyond those properties or individuals most proximate to infrastructure. The CBS is a public-good mechanism to fund strategic, equitable, and transparent investments in community wellbeing, services, infrastructure, and sustainability outcomes - not compensation payments for localised amenity impacts.*

*Accordingly:*

- The value or extent of any Neighbour Benefit Scheme implemented by a proponent shall not be deducted from or used to offset the agreed CBS contribution;
- The CBS shall be calculated independently, based solely on the nameplate capacity and CPI-indexed benchmarks outlined in this Policy;
- Proponents are encouraged to implement both NBS and the CBS as complementary but separate streams of community engagement and investment.

*This distinction protects the integrity, equity and transparency of the CBS, and ensures that all residents - including those not in immediate proximity to infrastructure - share in the benefit of the renewable energy transition.*

**Sources:**

- Shire of Narrogin Draft Council Policy – Community Enhancements Fund (CEF);
- NSW Dept of Planning Benefit Sharing Guide (2023) ([Benefit-Sharing Guideline](#));
- Shire of Beverley Local Planning Policy – Wind Farms
- ABC News (2024) ([WA government's wind farm development policy lagging behind, councils say - ABC News](#)).

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**Appendices:**

- Appendix 1 – Community Benefit Scheme Fund (CBS) Procedural & Operational Guidelines
- Appendix 2 – Community Benefit Scheme Fund (CBS) Contribution Modelling Examples
- Appendix 3 – Community Benefit Scheme Fund (CBS) Example Agreement (Heads of Terms)

## **Appendix 1 – Community Benefit Scheme Fund (CBS) Procedural & Operational Guidelines**

*This appendix outlines the step-by-step process for establishing and operating a Community Benefit Scheme Fund in line with the Policy.*

### **Step 1: Initial Engagement and Proposal Stage**

- **Pre-lodgement Discussion:** When a proponent is considering a renewable energy development in the Shire, they should contact the Shire administration early to discuss the Community Benefit Scheme Fund expectations. The Shire will provide a copy of this Policy and any relevant information to inform the proponent's planning.
- **Scoping the Contribution:** The proponent and Shire will jointly scope the likely size of the CBS contribution based on the proposed capacity (e.g. MW of generation and/or MWh of storage). For example, a 100 MW wind farm would typically entail an annual contribution of about \$105,000 (indexed) under current guidelines, while a 50 MW solar farm would be about

*\$42,500/year ([Benefit-Sharing Guideline](#)). This early estimate helps all parties understand the scale of community investment.*

- **Community Needs Discussion:** The Shire may share information on community needs or potential projects that a fund could support, and the proponent may share its initial ideas for benefit programs. Early brainstorming ensures both sides are aligned on the importance of community outcomes (e.g. the proponent might express interest in supporting local apprenticeships or environmental projects, which can be factored into the eventual fund usage).

### **Step 2: Negotiation of Terms**

- **Formal Negotiation:** As the project details firm up (typically during project feasibility or once a development application is imminent), the Shire's representatives (e.g. CEO or delegated officer, and potentially Council's negotiating team) will meet with the proponent to negotiate the CBS agreement in detail. Key terms include: the annual contribution amount (based on the final capacity – e.g., if the project plans 150 MW wind, then

*\$157,500/yr at \$1,050/MW, CPI indexed ([Benefit-Sharing Guideline](#)), the duration of payments (e.g. 30 years from commissioning or until decommissioning), the indexation method (CPI All Groups, applied yearly), and the payment schedule (e.g. annual in advance, or quarterly). The parties will also discuss the administration model (Shire-managed by default, or any request for proponent-managed as per Policy) and associated governance (committee involvement, etc.).*

- **Documentation:** The outcome of negotiations will be captured in a draft Community Benefit Agreement (see Appendix 3 for an example outline). This agreement may take the form of a stand-alone Deed between the Shire and proponent. The agreement will specify obligations on both parties. Shire Council approval is required to endorse the agreement.
- **Legal Review:** Both the Shire and proponent should seek any necessary legal review of the agreement to ensure it is robust. Important considerations include default provisions (e.g. what if payments are late), transfer of obligations to any new owner, and dispute resolution mechanisms.

### **Step 3: Development Approval and Agreement Execution**

- **Council Report:** When the development application (DA) for the project is assessed by Council (or by a Joint Development Assessment Panel, JDAP, or State Development Assessment Unit (SDAU), if relevant), the existence or status of the CBS agreement will be noted. Ideally, the agreement (or a memorandum of understanding) is signed concurrently with development approval.
- **Finalising the Agreement:** The Shire President and CEO (on behalf of the Shire) and the proponent's authorised officers will execute the Community Benefit Scheme Fund agreement. It will come into effect upon execution or upon a specified trigger (such as upon the project commencement of construction, depending on what is negotiated).

### **Step 4: Establishment of the Fund and Governance**

- **Reserve Account Setup:** The Shire's finance team will create a new restricted reserve account in its financial system titled "Community Benefit Scheme Fund – [Project Name]" (or a consolidated fund for multiple projects, with sub-ledger tracking per project if needed). This ensures any incoming funds are sequestered.
- **CBS Committee Formation:** Council will establish the CBS Committee or Advisory Group by resolution, including appointing members (elected member representatives, community members, proponent rep, etc., as outlined in the Policy). Terms of Reference will be adopted, covering the committee's role, meeting frequency, quorum, decision process (recommendations), and reporting. Alternatively, if the fund will be small initially, the Council may choose to handle decisions directly and form the committee once significant funds accumulate.
- **Public Communication:** Once the fund is official, the Shire will announce the establishment of the CBS to the community. This could include a joint press release with the proponent, highlighting the contribution amount and the shared commitment to community development. It helps set expectations that funding will flow when the project commences operation.

### **Step 5: Payment and Indexation Process**

- **Invoicing:** The Shire will issue an invoice to the proponent for the CBS contribution as per the agreed schedule. Commonly, payment will be annual. The first payment might be due either at the start of construction (if agreed) or upon commissioning. (For example, some agreements might stipulate a smaller construction-phase community contribution before full operations.) Typically, the first full annual payment is due within a set time after the project starts exporting power.
- **CPI Adjustment:** Each year, the Shire's invoice will adjust the contribution by the CPI. For instance, if Year 1 (2025) contribution for a solar farm is \$50,000 (based on capacity using \$850/MW ([Benefit-Sharing Guideline](#))) and CPI for the year is 3%, then Year 2 invoice becomes \$51,500. The agreement will specify the CPI index (e.g. Perth Consumer Price Index, or a national CPI) and the reference quarter for calculations.
- **Recordkeeping:** The Shire records the payment receipt into the CBS reserve. If the project spans multiple decades, the Shire will maintain a schedule of expected payments and ensure the proponent is reminded of upcoming contributions. The proponent should similarly include the payments in their financial models and annual budget for the facility.

### **Step 6: Fund Allocation Planning**

- **Annual Plan:** Each financial year, the Shire (through the CBS Committee or relevant officers) will develop a plan for how that year's available CBS funds (including any carryover) could be allocated. This might involve: identifying priority projects in consultation with community (e.g. this year focusing on upgrading a local sports complex, plus a grants program for community groups); and reserving funds if a large future project is targeted. The plan will consider the thematic priorities and any guidance from the Strategic Community Plan or Council.
- **Call for Proposals (if grants program):** If part of the fund is to be distributed via community grants, the Shire will open an application process. Local community groups, clubs, schools, or not for profit enterprises might apply for CBS grants for their projects. Clear criteria will be published (such as alignment with the fund's themes, demonstrating community benefit, capacity to deliver the project, etc.). The proponent may be invited to help promote this opportunity to encourage a wide range of applications.
- **Shire Initiated Projects:** The Shire administration may also put forward proposals for using CBS money on Shire projects (for example, a co-funding opportunity with State/Federal grants where CBS money provides matching funds for a big infrastructure project). These proposals would also be tabled to the CBS Committee for consideration.

### **Step 7: Decision-Making and Approvals**

- **Committee Review:** The CBS Committee (or Council if no committee) reviews all proposed uses of the funds. This could be done in a meeting where Shire staff present a summary of grant applications from the community and any Shire project proposals. The committee assesses each against the Policy objectives and available budget. The proponent's representative provides input, particularly if certain proposals resonate with the proponent's own community investment focus. The committee then forms recommendations – e.g. which projects to fund and at what amounts.
- **Council Approval:** Because the funds are Shire-held, the final approval for expenditure lies with the Council (unless delegated). The committee's recommendations are reported to the Council meeting (this might be part of the Shire's budget adoption or a separate item). Council reviews and formally approves the disbursement from the reserve as recommended or with amendments. Council will ensure decisions are fair and within the scope of the Policy. Where a Council member has a conflict of interest (for example, if they are on the board of a community group applying for funds), they will exclude themselves per standard governance laws.

### **Step 8: Fund Disbursement**

- **Release of Funds:** Following approval, the Shire's finance team arranges payments to the selected projects/recipients. If the Shire itself is delivering a project, the funds remain in the reserve until transferred to the municipal fund at the time of expenditure (with proper internal accounting). For grants to external groups, funding agreements or Memorandums of Understanding (MOUs) might be used to outline the use of funds and any reporting back needed from the recipient. Cheques/EFTs are issued to grant recipients with official letters.
- **Acknowledgment:** Along with the payment, the Shire will provide guidance on how the contribution should be acknowledged by recipients (e.g. "please acknowledge the Shire of Beverley Community Benefit Scheme Fund (supported by [Project Proponent]) in any publicity"). Joint press releases or events will be planned for all disbursements and major projects.



### **Step 9: Monitoring and Reporting**

- **Project Monitoring:** The Shire (and possibly the proponent's community liaison, if they have one) will monitor the progress of funded projects. Recipients may be asked to provide a short report or presentation on the outcomes once completed. This ensures accountability and helps gather success stories.
- **Annual Reporting:** At the end of each financial year (or calendar year), a CBS Annual Report is prepared. It will include the total funds received from each proponent project, the list of projects funded (with brief descriptions and amounts), the carryover to next year, and any highlights or community feedback. This report is presented to the Council and also shared with the proponent. It may be published on the Shire's website or included in the Shire's Annual Report to residents. This transparent reporting aligns with best practice where benefit-sharing arrangements information is publicly available ([Benefit-Sharing Guideline](#)).
- **Audit:** The CBS transactions are subject to internal and external audit as part of the Shire's finances. The proponent may also request an audit statement or verification of how funds were used, which the Shire will provide to maintain trust.

### **Step 10: Ongoing Collaboration and Review**

- **Regular Meetings:** The Shire will hold regular liaison meetings with the proponent (for example, annually or semi-annually) to discuss not only the fund but overall project-community relations. This provides an opportunity to adjust any aspect of the CBS program by mutual agreement. For instance, if after a few years both parties see a need to focus more funds on a particular issue (say, local road safety or a new community centre), the strategy can be tweaked.
- **Review of Policy and Agreement:** The CBS Policy and any specific CBS agreement may be reviewed after a certain period (e.g. every 5 years). Changes could include updating contribution rates if state guidelines change, or altering governance if needed. Any amendments to an agreement would require consent of both Shire and proponent. The Shire will also stay informed on any emerging State policies or legislation on community benefit funds to ensure this local approach remains in alignment or can be adapted.
- **End of Project or Termination:** If the project reaches its end of life (around 30 years or if decommissioned earlier), the proponent's obligation to contribute will cease as per the agreement. At that point, the Shire will plan for the use of any remaining funds – ideally, to cap off with a lasting legacy project. If a project is repowered or extended, the agreement should be revisited to continue or renew contributions. In cases of project ownership transfer, the Shire will engage with the new owner to reaffirm the commitments (the agreement should bind successors, but proactive engagement helps ensure a smooth transition).

## **Appendix 2 – Community Benefit Scheme Fund (CBS) Contribution Modelling Examples**

*This appendix provides illustrative models for Community Benefit Scheme Fund (CBS) contributions based on project capacity, using both the NSW guideline rates and the Shire's advocated framework.*

**Standard Rates (2023 baseline):** As per NSW Government's Benefit Sharing Guideline ([Benefit-Sharing Guideline](#)) and the Shire's policy, the base contribution rates are:

- **Wind Energy Projects:** \$1,050 per MW per year (indexed annually).
- **Solar Energy Projects:** \$850 per MW per year (indexed annually).
- **Battery Energy Storage (Standalone BESS in rural zone):** \$150 per MWh of storage capacity per year (indexed annually). (Note: For simplicity, the Shire may alternatively use \$250 per MW of battery power capacity as a guideline; however, if precise storage (MWh) is known, the NSW rate per MWh may be applied to ensure sufficient contribution.)

*These figures are in 2023 dollars and are subject to CPI escalation each year going forward ([Benefit-Sharing Guideline](#)). The following examples demonstrate how contributions would be calculated:*

- **Example 1: Mid-sized Wind Farm** – A wind farm of 50 MW capacity. Using the wind rate:  $50 \text{ MW} \times \$1,050 = \text{\$52,500 per annum}$  initially. If the project operates 30 years, and assuming an average inflation of 2% annually, by year 30 the annual contribution would grow to around \$95,000 and the cumulative contribution over 30 years would be approximately \$2.3 million (in nominal dollars).
- **Example 2: Large Wind Farm** – A project spread over two local government areas: 300 MW of wind capacity in Shire of Beverley (for instance). Contribution:  $300 \text{ MW} \times \$1,050 = \text{\$315,000 per annum}$  to Beverley ([Benefit-Sharing Guideline](#)). (If split with another Shire, each Shire's share could be proportional to number of turbines or capacity in each jurisdiction, as was done in the Sapphire Wind Farm agreement in NSW ([Benefit-Sharing Guideline](#)).) Over 25-30 years, this single project would inject in the order of \$8–9 million into the local community, creating substantial legacy benefits.
- **Example 3: Solar Farm** – A 100 MW solar farm. Using the solar rate:  $100 \text{ MW} \times \$850 = \text{\$85,000 per annum}$ . Indexed over 30 years, total contributions would exceed \$2.5 million. Even a smaller 10 MW solar farm would contribute \$8,500 per year, which could fund small community projects or accumulate for larger ones. Many solar projects also include battery components – see hybrid example below.
- **Example 4: Battery Storage Project (Standalone)** – A large standalone BESS of 200 MWh capacity (for example, 50 MW power with 4 hours storage = 200 MWh). Using the battery rate:  $200 \text{ MWh} \times \$150 = \text{\$30,000 per annum}$ . If the BESS were instead calculated by MW:  $50 \text{ MW} \times \$250 = \$12,500$  – however, since 50 MW 4-hr has significant storage, the higher \$30,000 (via MWh) ensures the contribution is proportional to the facility's usefulness and impact. As battery projects become larger, the guideline may adjust, but this policy secures a baseline contribution from any storage facility.
- **Example 5: Hybrid Renewable Project** – A project combining 150 MW of wind, 50 MW of solar, and a 50 MWh battery on the same site. Contribution would be calculated for each component then summed: Wind:  $150 \times \$1,050 = \$157,500$ ; Solar:  $50 \times \$850 = \$42,500$ ; Battery:  $50 \text{ MWh} \times \$150$

Attachment for Item 12.1

= \$7,500. Total = **\$207,500 per annum**. If the battery is integrated (not standalone), some guidelines suggest not double-counting it ([Benefit-Sharing Guideline](#)); however, the Shire's stance is that every component should contribute unless it's clearly part of the same capacity counted elsewhere. In any case, this example project would provide over \$200k/year, which could be transformational for local community funding.

- **Alternative Capital Value Model:** Using Capital Investment Value (CIV) calculation is another method. If a wind farm costs, say, \$2 million per MW to build, a 50 MW wind farm costs ~\$100 million. 1.5% of \$100m is \$1.5 million. Spread over 30 years, that averages \$50,000 per year – which is in line with the \$52,500 per year from the per-MW model. Thus, the per-MW rates roughly correspond to ~1.5% of typical project capital cost, ensuring the community captures a small percentage of the project's value. The per-MW (or MWh) approach is more straightforward to administer and adjust with CPI, which is why it's used in this Policy.
- **Indexation Impact:** It's important to illustrate indexation. If inflation runs higher, the contributions will increase accordingly. For example, a \$100,000 annual contribution today at 3% inflation would be about \$242,000 in 30 years. This protects the community's benefit in real terms and avoids erosion of purchasing power.

*These contributions, while significant, are generally a small fraction of a project's revenue or profit and are considered standard practice in other jurisdictions to ensure community support ([Benefit-Sharing Guideline](#)) ([WA government's wind farm development policy lagging behind, councils say - ABC News](#)). Developers in NSW, Victoria, and other states commonly enter into such agreements (sometimes called Voluntary Planning Agreements or Community Benefit Schemes) – for instance, some wind farms in NSW contribute around \$2,500 per turbine or \$1,000+ per MW per year into community funds, and many have delivered hundreds of thousands of dollars to local projects over time ([Benefit-Sharing Guideline](#)). The Shire of Beverley's policy ensures we are aligned with these best practices, neither disadvantaging our community nor placing unreasonable burdens on industry.*

**Allocation Example:** Suppose in one year the Beverley CBS (combined from several projects) has \$300,000 available. As per this Policy this could be allocated to various community projects – e.g. \$150k for upgrading a regional recreation centre, \$20k for environmental conservation projects (perhaps leverage additional grants), \$30k for youth training scholarships, \$50k in community grants to local clubs, and retain \$50k for next year or a future big project. In subsequent years, projects would vary according to community needs, but over a decade one could imagine new playgrounds, health services expansions, tourism facilities, and educational programs all being part-funded by this stream. The cumulative effect lifts the social and economic well-being of the Shire significantly, validating the community's support for hosting renewable infrastructure.

### **Appendix 3 – Community Benefit Scheme Fund (CBS) Example Agreement (Heads of Terms)**

*This appendix provides a high-level outline of an example agreement that could be used to formalise the Community Benefit Scheme Fund contributions between the Shire of Beverley and a project proponent. This is a general guide and actual terms will be subject to negotiation and legal advice.*

**Title:** *Community Benefit Scheme Fund Agreement (Community Benefit Deed) between Shire of Beverley and [Proponent Company].*

#### **Parties:**

- **Shire of Beverley** (the “Shire”), of 136 Vincent Street, Beverley WA, 6304.
- **[Proponent Name] Pty Ltd** (the “Proponent”), ACN [xxxxxx], registered address [xxxxx]. (This is the developer/operator of the [Name of Renewable Project]).

#### **Background:**

- The Proponent is developing the “[Project Name]” which is a [wind farm/solar farm/BESS/hybrid] with a capacity of [X MW] (and BESS capacity of Y MWh if applicable) located at [general area description] within the Shire.
- The Shire of Beverley has a policy requiring large renewable energy projects to provide community benefit contributions to ensure local communities share in the benefits of these projects. The Proponent, in the interest of being a good corporate citizen and maintaining a social license to operate, has agreed to contribute to a Community Benefit Scheme Fund for the benefit of the Shire’s community.
- This Agreement outlines the terms and conditions of the Proponent’s contributions and the Shire’s obligations in managing those contributions. It is entered into in good faith alongside the development approval for the Project.

#### **1. Commencement and Term:**

*This Agreement commences on the date of signing and continues for the operational life of the Project, estimated to be 30 years from the commencement of electricity generation. The term may be extended or revised by mutual agreement, for instance if the Project is repowered or its operational life is extended. If the Project is decommissioned earlier than 30 years, clause [X] on early termination will apply (generally requiring contributions up to the date of decommissioning and any final settlement of that year’s amount pro-rata).*

#### **2. Contribution Amount:**

*The Proponent will provide an annual monetary contribution to the Shire’s Community Benefit Scheme Fund. The contribution for the first year of the Project’s operation is agreed to be \$[Amount], which is based on the formula of [\$1,050 per MW for wind / \$850 per MW for solar / \$150 per MWh for BESS] applied to the Project’s capacity (noting the Project consists of [A] MW of wind, [B] MW of solar, [C] MWh of storage). This base amount is in 2023 Dollar value. For each subsequent year, the annual contribution will be adjusted by the CPI (All Groups, Perth) for the preceding year (or an equivalent index as agreed). The Shire will provide the Proponent with a calculation of the adjusted amount each year. If the Project’s capacity is expanded, the contribution will be recalculated accordingly (subject to a reasonable notice and agreement on start of increased payments). The contribution is exclusive of any rates or taxes – it is a separate community benefit payment, not to offset rates or other charges.*

### **3. Payment Schedule:**

*Unless otherwise agreed, the Proponent shall pay the annual contribution in one instalment each year. The first payment shall be due on [date, e.g. 1 July] after the Project commences commercial operations (or within 30 days of that milestone). Thereafter, each payment is due by [date] of each year. The Shire will issue a tax invoice for each contribution. The Proponent shall pay the invoice within 30 days of receipt. Alternatively, by mutual agreement, the annual contribution can be split into [quarterly/half-yearly] payments to facilitate cashflow (the indexation would be applied proportionally). Late payments shall accrue interest at [e.g. statutory interest rate for local govt charges] and persistent default (after notice and cure period) may trigger dispute resolution as per Clause 9.*

### **4. Fund Management:**

*The Proponent's contributions will be held by the Shire in a dedicated reserve (the Community Benefit Scheme Fund). The Shire will be responsible for administering the fund and expending monies on eligible community projects, in line with the Shire's Community Benefit Scheme Fund Policy and this Agreement. The Shire will maintain separate accounting for all contributions and expenditures under this fund. The funds will be used solely for community benefit purposes and not for the Shire's general operational costs, except for minor administrative overheads directly related to managing the fund (if any, and ideally taken from interest earnings to avoid reducing community monies). Unspent funds will roll over each year and remain available for future community projects. The Shire may invest the funds in accordance with its investment policy and the Local Government Act, with any interest earned to be added to the fund. Both parties acknowledge that using the local government to manage the funds leverages existing prudent financial management structures.*

### **5. Fund Governance and Consultation:**

*The Shire will establish a governance mechanism (e.g. a committee or panel as described in the Policy) to guide how funds are used. The Proponent will be invited to nominate a representative to join the committee in an advisory or observer role. The committee will also include community representatives and at least one elected member. The committee's function is to recommend projects and allocations for the fund. The Proponent and the Shire agree to cooperate in good faith in this process, recognising the Proponent's desire to see its contributions create positive outcomes, and the Shire's role in representing community interests. The Shire will consult with the Proponent on the strategic priorities for the fund, particularly if the Proponent has relevant expertise or programs (for example, if the Proponent runs a regional STEM education program, the Shire might allocate some funds to complementary local STEM scholarships). Final decisions on fund disbursement rest with the Shire (Council), but will take into account the committee's recommendations. In the event the Proponent chooses to directly administer certain community programs (as part of or in addition to the contributions), this will be done in coordination with the Shire to avoid duplication and ensure alignment with community plans (such arrangements can be detailed in a Schedule to this Agreement if applicable).*

## **6. Eligible Projects and Use of Funds:**

*The Agreement reaffirms that funds will be applied to projects that benefit the community within the Shire of Beverley. A non-exhaustive list of eligible uses: community infrastructure (e.g. recreation facilities, community halls, local road safety improvements), health and wellbeing initiatives, educational and training programs (such as scholarships, apprenticeships for locals in renewables), environmental and sustainability projects (landcare, climate adaptation, etc.), arts and cultural heritage projects, events that foster community cohesion, and emergency services support. Both parties agree that funded projects should be non-controversial, broadly inclusive, and aligned with the themes set out in the Shire's strategic documents. The Proponent's branding or naming rights for facilities can be discussed on a case-by-case basis for major contributions (e.g. a "[Project Name] Community Sports Centre" refurbishment courtesy of the fund), subject to Council policies on sponsorship. The Shire will not use CBS money to cover costs that the Proponent is otherwise required to bear as a condition of development (e.g. road repairs directly caused by construction, which are dealt with via separate agreements, or compliance monitoring costs). The CBS is intended for additional community value, not mitigation of direct impacts, which are managed under other legal frameworks.*

*Suggested initial thematic approach areas of investment include:*

- Sport & Recreation: Enhancing sport & recreation facilities, the lifeblood of rural towns;
- Health and Wellbeing: Enhancing health and wellbeing generally;
- Education and Training: Scholarships and workforce development programs;
- Environmental Initiatives: Promoting renewable adoption and conservation;
- Arts, Culture & Events: Fostering vibrant regional communities;
- Disaster Resilience and Emergency Services: Strengthening emergency services; and
- Tourism Development: Investing in attractions to drive economic growth.

## **7. Transparency and Reporting:**

*The Shire will provide an Annual Report to the Proponent each year by [date, e.g. September 30] detailing: the amount of contribution received in the past year, the projects or initiatives funded (with brief description and amount allocated to each), the balance of any unspent funds, and plans for any major carryover projects. The report will also include testimonials or outcomes where available (e.g. "X number of people benefited from the new training program funded by the CBS"). The Shire will make this information available publicly (e.g. via Council meeting minutes or website) to maintain transparency with the community ([Benefit-Sharing Guideline](#)). The Proponent is encouraged to use the information in its own sustainability reporting or media releases to highlight the community benefits delivered. Representatives of the Proponent may be invited to annual public forums or committee meetings to discuss the fund's outcomes. If the Proponent administers any portion of the community benefits (outside this fund), it will likewise report those to the Shire annually for completeness. Both parties will communicate regularly about the fund's status, and any concerns or suggestions either party has regarding the fund's operation will be discussed in good faith.*

## **8. Recognition:**

*The Shire shall ensure appropriate recognition of the Proponent's contribution in line with the Policy. This includes, but is not limited to: signage or plaques on infrastructure projects funded (where practical) acknowledging the Proponent's role (e.g. "Funded by the Community Benefit Scheme Fund from [Project Name]"*

*and Shire logos), acknowledging the Proponent in press releases or public announcements regarding the CBS-funded projects, and inviting the Proponent's representatives to ceremonies or events inaugurating projects. The intent is to publicly credit the Proponent for its community investment, reinforcing the positive relationship. The Proponent may also choose to co-brand certain programs (for example, "[Company Name] Beverley Community Scholarships" in partnership with the Shire). Any media produced by the Proponent referencing the fund should acknowledge the Shire's role (e.g. as administrator and partner). Both parties will agree on any signage wording or major publicity to ensure accuracy and appropriateness.*

## **9. Default and Dispute Resolution:**

*If the Proponent fails to make a contribution by the due date, the Shire will notify the Proponent in writing and the Proponent must rectify the non-payment within [60] days. Failure to do so entitles the Shire to pursue legal remedies to enforce the payment (since this Agreement may be documented as a deed, it is legally enforceable). However, both parties acknowledge that maintaining a cooperative relationship is paramount. In the event of any dispute arising from this Agreement – whether about the interpretation of eligible fund uses, the adjustment of contributions, or any other matter – the parties agree to first meet and attempt to resolve the issue amicably. If needed, senior representatives (e.g. the Shire CEO and a Director of the Proponent) will engage in mediation. If a dispute cannot be resolved through negotiation or mediation within a reasonable time, either party may refer the matter to an independent arbiter or to a court with jurisdiction, although formal litigation is a last resort. This dispute clause is aimed at ensuring any disagreements do not derail the overall purpose of the fund or the relationship between the community and the project.*

## **10. Assignment and Successors:**

*This Agreement binds the successors and assigns of the Proponent. If the Project (or the operating entity) is sold or transferred, the Proponent will ensure as a condition of that sale/transfer that the new owner/operator enters into a deed of novation or equivalent to assume the obligations of this Agreement. The Proponent shall notify the Shire of any impending change in ownership. The Shire's rights and obligations under this Agreement will similarly bind any amalgamated local government or a scenario where responsibilities shift (though the Shire has no intention to assign its role except as required by law). This clause ensures continuity of the community benefits regardless of ownership changes in the project over its life.*

## **11. Variation and Review:**

*Any variation to this Agreement must be made in writing with the consent of both parties. Both parties acknowledge that the contribution rates are set based on current policy and guidelines; if in future the State of WA introduces a mandatory scheme or the Shire updates its Policy, the parties may review the terms to ensure consistency. However, any reduction in the agreed benefit to the community would not be made without a compelling justification and mutual agreement. A formal review of this Agreement shall occur at the 5-year mark (and every 5 years thereafter) to discuss its effectiveness, with adjustments*



*made by agreement to address any issues or changed circumstances (for example, if CPI indexing dramatically changes economic value, or if the project's capacity changes). The review will also consider community feedback on the fund's performance.*

**12. Miscellaneous:**

*Include standard legal clauses such as: Notices (how communications under the agreement are given to each party, e.g. addresses for service), Governing Law (State of Western Australia), Entire Agreement (this document constitutes the entire agreement on the subject of community contributions for this project, and supersedes any prior representations), and counterparts (if signing in multiple copies).*

**13. Execution:**

*Signed for and on behalf of Shire of Beverley by: Shire President & CEO Names, Shire President & CEO signatures, date and sealed if required. Signed by an authorised representative of [Proponent Company]: Director or CEO name(s), Director or CEO signature, date.*

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*This example agreement is a template outline and will be tailored to the specific project and negotiations. It serves to illustrate the key commitments – namely, the proponent's promise to deliver ongoing community funding and the Shire's role in managing those funds for maximum local benefit, in a transparent and accountable way.*

## **12.2 Use of the Common Seal**

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<b>Submission To:</b>	<b>Ordinary Council Meeting 25 June 2025</b>
<b>Report Date:</b>	<b>18 June 2025</b>
<b>Applicant:</b>	<b>Shire of Beverley</b>
<b>File Reference:</b>	<b>ADM 0265</b>
<b>Author and Position:</b>	<b>Stephen Gollan, Chief Executive Officer</b>
<b>Previously Before Council:</b>	<b>Reported as occurs</b>
<b>Disclosure(s) Of Interest:</b>	<b>Nil</b>
<b>Attachments:</b>	<b>Nil</b>

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### **SUMMARY**

Council to endorse the use of the Common Seal.

### **BACKGROUND**

Allocation of the Common Seal requires accompanying signatures of both the Shire President (or Deputy) and Chief Executive Officer (or person acting in that position).

### **COMMENT**

The Common Seal has recently been attached to the following documents:

1. Licence Agreement, Lease of Child Care Area, Cornerstone, between Fun 2 B Kids and the Shire of Beverley.

### **STATUTORY ENVIRONMENT**

*Local Government Act 1995*, Part 9, Division 3, Execution of documents states:

- (1) A document is duly executed by a local government if -
  - (a) the common seal of the local government is affixed to it in accordance with subsections (2) and (3); or
  - (b) it is signed on behalf of the local government by a person or persons authorised under subsection (4) to do so.
- (2) The common seal of a local government is not to be affixed to any document except as authorised by the local government.
- (3) The common seal of the local government is to be affixed to a document in the presence of –
  - (a) the mayor or president; and
  - (b) the chief executive officer or a senior employee authorised by the chief executive officer,  
each of whom is to sign the document to attest that the common seal was so affixed.
- (4) A local government may, by resolution, authorise the chief executive officer, another employee or an agent of the local government to sign documents on behalf of the local government, either generally or subject to conditions or restrictions specified in the authorisation.

- (5) A document executed by a person under an authority under subsection (4) is not to be regarded as a deed unless the person executes it as a deed and is permitted to do so by the authorisation.
- (6) A document purporting to be executed in accordance with this section is to be presumed to be duly executed unless the contrary is shown.
- (7) When a document is produced bearing a seal purporting to be the common seal of the local government, it is to be presumed that the seal is the common seal of the local government unless the contrary is shown.

## CONSULTATION

Not required

## FINANCIAL IMPLICATIONS

Nil

## STRATEGIC IMPLICATIONS

Strategic Pillar: 4. Civic Leadership

Strategic Priorities: 4.1 Community and customer focus

4.2 Continuous organisational improvement

## POLICY IMPLICATIONS

Delegation EO-D010

## RISK IMPLICATIONS

Low (1) – this report mitigates the risk of non-compliance.

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

Risk Rating	Action
Low	Monitor for ongoing improvement.
Medium	Comply with risk reduction measures to keep risk as low as reasonably practical.
High	Review the risk and take additional measures to ensure risk is low as reasonably achievable.
Severe	Unacceptable risk level, reduction measures must be introduced before proceeding.

## VOTING REQUIREMENTS

Simple Majority

**OFFICER'S RECOMMENDATION & COUNCIL RESOLUTION**

**M14/0625**

**Moved Cr Ridgway**

**Seconded Cr Lawlor**

**That Council note and endorse the use of the Common Seal having been attached to:**

- 1. Licence Agreement, Lease of Child Care Area, Cornerstone, between Fun 2 B Kids and the Shire of Beverley**

**CARRIED 6/0**

***For: Cr White, Cr Ridgway, Cr Brown, Cr Lawlor, Cr Martin & Cr Sattler  
Against: Nil***

**13. ELECTED MEMBERS' MOTIONS WHERE NOTICE HAS BEEN GIVEN**

Nil

**14. NEW BUSINESS ARISING BY ORDER OF THE MEETING**

Nil

**15. CLOSURE**

The Chairman declared the meeting closed at 3:46pm.

I hereby certify these Minutes as being confirmed in accordance with Section 5.22 of the Local Government Act 1995.

PRESIDING MEMBER:

DATE: