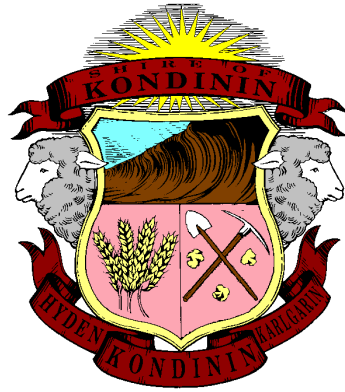




ATTACHMENTS

Ordinary Council Meeting

Under Separate Cover

Wednesday, 23 September 2026

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SHIRE OF KONDININ

MONTHLY FINANCIAL REPORT

(Containing the required Statement of Financial Activity and Statement of Financial Position)

FOR THE PERIOD ENDED 31 JULY 2026

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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SHIRE OF KONDININ
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2026

OPERATING ACTIVITIES

Revenue from operating activities

Note	Original Annual Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
	\$	\$	\$	\$	%	
	3,949,993	0	0	0		
15	831,325	308,139	312,972	4,833	2%	
	1,325,211	40,771	52,952	12,181	30%	
	0	0	0	0		
	242,105	52	5,087	5,035	9683%	
	123,622	2,053	16,579	14,526	708%	
9	206,482	0	0	0		
	6,678,738	351,015	387,589			

Expenditure from operating activities

	(2,428,694)	(161,617)	(181,370)	(19,753)	(12%)	
	(3,455,602)	(15,738)	(67,763)	(52,025)	(331%)	
	(427,486)	(15,823)	(1,680)	14,143	89%	
	(10,428,660)	(884,746)	(909,226)	(24,480)	(2.8%)	
	(165,711)	(395)	(395)	0	0%	
	(316,549)	(158,432)	(155,269)	3,164	2%	
	(282,280)	(19,996)	(21,845)	(1,849)	(9%)	
	(73,912)	0	0	0		
	(17,578,894)	(1,256,747)	(1,337,548)			

Non-cash amounts excluded from operating activities

2	10,296,090	884,746	909,226	24,480	3%	
	(604,066)	(20,986)	(40,733)			

INVESTING ACTIVITIES

Inflows from investing activities

16	3,825,100	0	0	0		
9	479,000	0	0	0		
13	113,045	0	0	0		
	4,417,145	0	0			

Outflows from investing activities

8	(1,930,054)	(40,054)	(40,053)	1	0%	
8	(6,313,663)	(98,396)	(114,176)	(15,780)	(16%)	
	(8,243,717)	(138,450)	(154,229)			

Non-cash amounts excluded from investing activities

	0	0	0	0		
	(3,826,572)	(138,450)	(154,229)			

FINANCING ACTIVITIES

Inflows from financing activities

7	935,000	0	0	0		
	935,000	0	0	0		

Outflows from financing activities

13	(283,261)	(13,955)	(13,955)	0	0.000%	
7	(724,605)	(683)	(683)	0	0%	
	(1,007,866)	(14,637)	(14,637)	0	0%	

Amount attributable to financing activities

	(72,866)	(14,637)	(14,637)			
--	-----------------	-----------------	-----------------	--	--	--

MOVEMENT IN SURPLUS OR DEFICIT

	4,503,503	4,488,471	4,488,471	0	0.000%	
	(604,066)	(20,986)	(40,733)	(19,746)	(94.090%)	
	(3,826,572)	(138,450)	(154,229)	(15,779)	(11.397%)	
	(72,866)	(14,637)	(14,637)	0	0.000%	
	(0)	4,314,397	4,278,871	(35,526)	(1%)	

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

SHIRE OF KONDININ
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 31 JULY 2026

	NOTE	31 July 2026 \$	31 July 2025 \$
CURRENT ASSETS			
Cash and cash equivalents	6	8,540,256	6,518,823
Trade and other receivables		713,884	772,366
Other financial assets	11	113,045	108,410
Inventories	11	23,172	19,911
Other assets		64,553	344,462
TOTAL CURRENT ASSETS		9,454,910	7,763,973
NON-CURRENT ASSETS			
Trade and other receivables		116,383	59,715
Other financial assets		690,008	803,053
Investment in associate		81,522	41,553
Property, plant and equipment		34,013,667	32,915,012
Infrastructure		223,108,517	226,502,982
TOTAL NON-CURRENT ASSETS		258,010,098	260,322,315
TOTAL ASSETS		267,465,008	268,086,288
CURRENT LIABILITIES			
Trade and other payables		484,552	225,415
Other liabilities	14	493,282	278,765
Borrowings		269,307	258,029
Employee related provisions	14	388,237	485,162
TOTAL CURRENT LIABILITIES		1,635,377	1,247,371
NON-CURRENT LIABILITIES			
Borrowings		3,135,722	3,418,983
Employee related provisions		80,022	87,111
TOTAL NON-CURRENT LIABILITIES		3,215,744	3,506,094
TOTAL LIABILITIES		4,851,121	4,753,465
NET ASSETS		262,613,887	263,332,822
EQUITY			
Retained surplus		25,250,833	25,187,341
Reserves accounts		3,696,923	4,479,350
Revaluation surplus		233,666,131	233,666,131
TOTAL EQUITY		262,613,887	263,332,822

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

SHIRE OF KONDININ
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2026

1 BASIS OF PREPARATION AND SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PREPARATION

The financial report comprises general purpose financial statements which have been prepared in accordance with the *Local Government Act 1995* and accompanying regulations.

Local Government Act 1995 requirements

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

The *Local Government (Financial Management) Regulations 1996* specify that vested land is a right-of-use asset to be measured at cost, and is considered a zero cost concessionary lease. All right-of-use assets under zero cost concessionary leases are measured at zero cost rather than at fair value, except for vested improvements on concessionary land leases such as roads, buildings or other infrastructure which continue to be reported at fair value, as opposed to the vested land which is measured at zero cost. The measurement of vested improvements at fair value is a departure from AASB 16 which would have required the Shire to measure any vested improvements at zero cost. Accounting policies which have been adopted in the preparation of this financial report have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the financial report has been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

THE LOCAL GOVERNMENT REPORTING ENTITY

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

All monies held in the Trust Fund are excluded from the financial statements.

Judgements and estimates

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

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

The balances, transactions and disclosures impacted by accounting estimates are as follows:

- * estimated fair value of certain financial assets
- * impairment of financial assets
- * estimation fair values of land and buildings, infrastructure and investment property
- * estimation of uncertainties made in relation to lease accounting
- * estimated useful life of intangible assets

SIGNIFICANT ACCOUNTING POLICIES

Significant accounting policies utilised in the preparation of these statements are as described within the 2025-26 Annual Budget. Please refer to the adopted budget document for details of these policies.

PREPARATION TIMING AND REVIEW

Date prepared. All known transactions up to 14 September 2026.

SHIRE OF KONDININ
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2026

2 STATEMENT OF FINANCIAL ACTIVITY INFORMATION

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

Current Assets

Cash and cash equivalents
Trade and other receivables
Other financial assets
Inventories
Other assets

Less: Current liabilities

Trade and other payables
Other liabilities
Borrowings
Employee related provisions

Net current assets

Less: Total adjustments to net current assets

Closing funding surplus / (deficit)

Note	Last Year Closing 30 June 2026	This Time Last Year 31 July 2025	Year to Date 31 July 2026
	\$	\$	\$
	9,492,832	6,518,823	8,540,256
	965,632	772,366	713,884
	113,045	108,410	113,045
	40,565	19,911	23,172
	72,643	344,462	64,553
	10,684,717	7,763,973	9,454,910
	1,505,443	225,415	484,552
	493,282	278,765	493,282
	283,261	258,029	269,307
	388,237	485,162	388,237
	2,670,221	1,247,371	1,635,377
	8,014,497	6,516,601	7,819,533
2(c)	(3,526,025)	(4,329,730)	(3,540,662)
	4,488,471	2,186,871	4,278,871

(b) Non-cash amounts excluded from operating activities

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

Adjustments to operating activities

Less: Profit on asset disposals
Add: Fair value adjustments to financial assets at fair value through profit or loss
Add: Loss on disposal of assets
Add: Loss on revaluation of Fixed assets
Add: Depreciation

Non cash amounts excluded from operating activities

Annual Budget	YTD Budget (a)	YTD Actual (b)
\$	\$	\$
(206,483)	0	0
0	0	0
73,912	0	0
0	0	0
10,428,660	884,746	909,226
10,296,089	884,746	909,226

(c) Current assets and liabilities excluded from budget deficiency

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

Adjustments to net current assets

Less: Reserves - restricted cash
Less: Financial assets at amortised cost - self supporting loans
Add: Current portion of long-term borrowings
Add: Current portion of employee benefit provisions held in reserve
Total adjustments to net current assets

30 June 2026 Carried Forward)	This Time Last Year 31 July 2025	Year to Date 31 July 2026
\$	\$	\$
(3,696,241)	(4,479,350)	(3,696,923)
(113,045)	(108,410)	(113,045)
283,261	258,029	269,307
0	0	0
(3,526,025)	(4,329,730)	(3,540,662)

CURRENT AND NON-CURRENT CLASSIFICATION

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

**SHIRE OF KONDININ
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2026**

3 EXPLANATION OF MATERIAL VARIANCES

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date Actual materially.
the material variance adopted by Council for the 2026-27 year is \$25,000 and 10% whichever is the greater.

Expenditure from operating activities

Materials and contracts

Maintenance costs from contracts anticipated lower than actual.

Depreciation

Underestimated budgeted depreciation on roads (non-cash).

Note	Original Annual Budget	YTD Budget (a)	YTD Actual (b)	Var. \$	Var. %
	\$	\$	\$	\$	%
	(3,455,602)	(15,738)	(67,763)	(52,025)	(331%) ▼
	(10,428,660)	(884,746)	(909,226)	(24,480)	(2.8%) ▲

SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2026

4 KEY INFORMATION

Overview

Key information - graphical progressive graphs are provided on Note 5.

Statement of Financial Activity

Is presented on page 2 and shows a surplus as at 31 July 26 of \$ 4,278,871.

Items of Significance

The material variance adopted by the Shire of Kondinin for the 2026/27 year is \$25,000 or 10% whichever is the greater.

A full listing and explanation of all items considered of material variance is disclosed in Note 3.

	%	Annual Budget	YTD Budget	YTD Actual
Capital Projects	Completed			
Roadworks	2%	\$ 5,590,791	\$ 98,396	\$ 114,176
Plant and Equipment	0%	\$ 1,810,000	\$ -	\$ -
Land and Buildings	33%	\$ 120,054	\$ 40,054	\$ 40,053
Other Infrastructure	0%	\$ 722,872	\$ -	\$ -
<i>(Details on Note 8)</i>				
Grants, Subsidies and Contributions	Collected			
Operating Grants, Subsidies and Contributions	38%	\$ 831,325	\$ 308,139	\$ 312,972
Capital Grants, Subsidies and Contributions	0%	\$ 3,828,917	\$ -	\$ -
<i>(Details on Notes 15 & 16)</i>				
		\$ 4,660,242	\$ 308,139	\$ 312,972
Rates (% collected on Note 10)	Levied			
	0.00%	\$ 3,949,993	\$ -	\$ -

% Compares current ytd actuals to annual budget

		Last Year 30 June 2026	Current Year 30 June 2027
Financial Position			
Adjusted Net Current Assets	120%	\$ 6,516,601	\$ 7,819,533
Cash and Equivalent - Unrestricted	237%	\$ 2,039,473	\$ 4,843,332
Cash and Equivalent - Restricted	83%	\$ 4,479,350	\$ 3,696,923
Receivables - Rates	187%	\$ 143,454	\$ 268,164
Receivables - Other	186%	\$ 335,289	\$ 623,319
Payables	93%	\$ 1,345,925	\$ 1,247,140
Current Ratio =	current assets minus restricted assets	2.67	3.53
	current liabilities minus liabilities associated with restricted assets		

Preparation

Prepared by: ccs

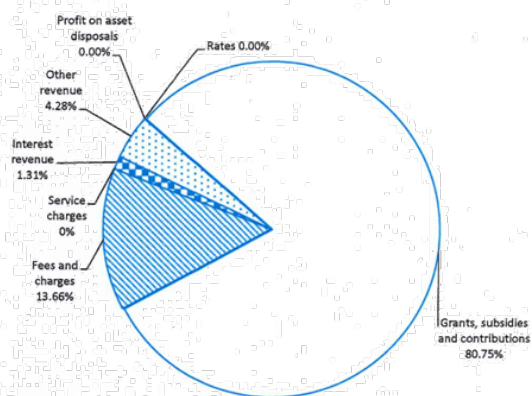
Reviewed by: mcs

Date prepared: 14/09/2026

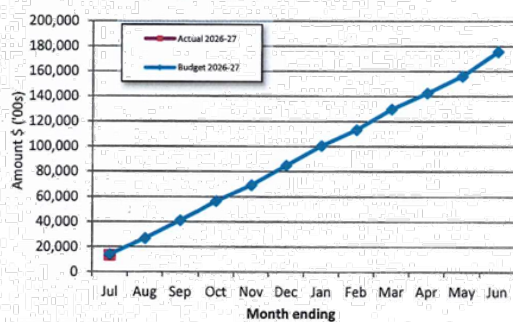
SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2026

5. KEY INFORMATION - GRAPHICAL

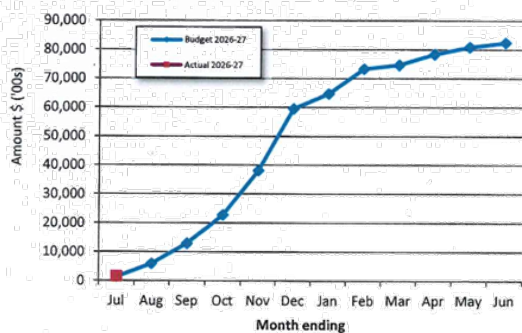
Operating Revenue



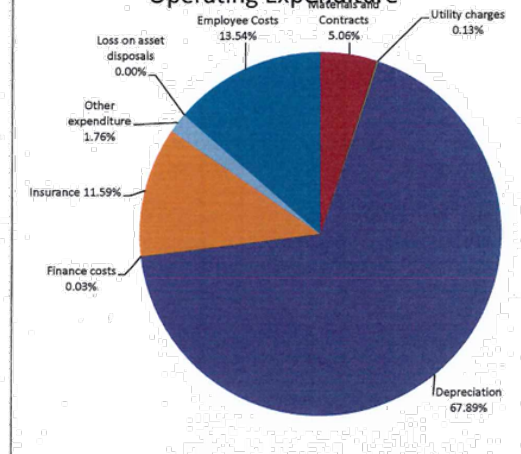
Budget Operating Expenses -v- YTD Actual



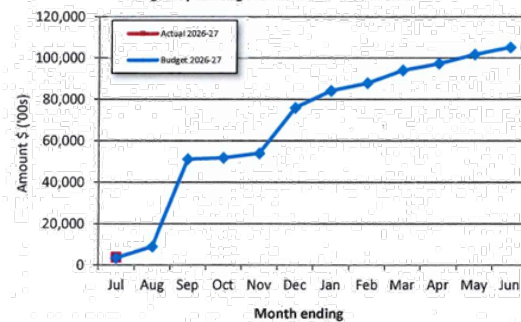
Budget Capital Expenses -v- Actual



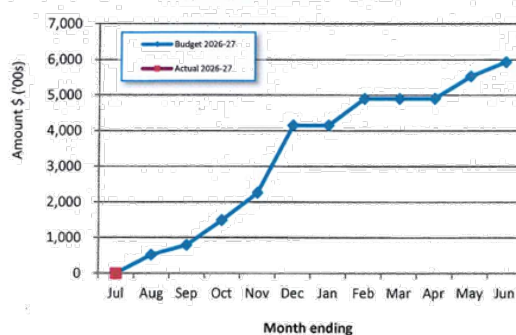
Operating Expenditure



Budget Operating Revenues -v- YTD Actual



Budget Capital Revenue -v- Actual



SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2026

6 CASH AND FINANCIAL ASSETS

Description	Classification	Unrestricted	Restricted	Total Cash	Trust	Institution	Interest Rate	Maturity Date
		\$	\$	\$	\$			
(a) Cash Deposits								
Petty Cash & Float	Cash and cash equivalents	1,200	0	1,200		N/A	Nil	On Hand
Municipal Bank Account	Cash and cash equivalents	1,971,301	0	1,971,301		NAB	Variable	Cheque Acc
Overnight Cash Deposit Facility	Cash and cash equivalents	6,939	0	6,939		WATC	4.30%	At Call
Trust Bank Account	Cash and cash equivalents	0	0	0	12,696	NAB	Variable	Cheque Acc.
(b) Term Deposits								
Plant Replacement Reserve	Cash and cash equivalents	0	845,860	845,860		NAB	5.00%	07-Sep-26
Housing Reserve	Cash and cash equivalents	0	289,232	289,232		NAB	5.00%	31-Aug-26
Employee Liability Reserve	Cash and cash equivalents	0	495,839	495,839		NAB	5.00%	14-Sep-26
Tourism Development Reserve	Cash and cash equivalents	0	160,820	160,820		NAB	5.00%	07-Sep-26
Water Infrastructure Reserve	Cash and cash equivalents	0	9,796	9,796		NAB	4.95%	03-Aug-26
Community Bus Reserve	Financial assets at amortised cost	0	61,018	61,018		NAB	5.15%	18-Jan-27
Radio Reserve	Financial assets at amortised cost	0	29,937	29,937		NAB	5.15%	18-Jan-27
Landfill Reserve	Cash and cash equivalents	0	147,323	147,323		NAB	4.95%	03-Aug-26
SJA Capital Upgrade Reserve	Cash and cash equivalents	0	222,538	222,538		NAB	5.00%	07-Sep-26
Medical Services Reserve	Cash and cash equivalents	0	8,958	8,958		NAB	5.00%	31-Aug-26
Recreation Facilities Reserve	Cash and cash equivalents	0	317,269	317,269		NAB	5.00%	14-Sep-26
Roads Reserve	Cash and cash equivalents	0	41,262	41,262		NAB	5.00%	07-Sep-26
Discovery Centre Reserve	Cash and cash equivalents	0	977,706	977,706		NAB	5.00%	14-Sep-26
Office Equipment Reserve	Cash and cash equivalents	0	89,365	89,365		NAB	4.95%	03-Aug-26
(c) Investments								
Term Deposit	Cash and cash equivalents	2,807,872	0	2,807,872		NAB	4.60%	07-Sep-26
Hyden LCDC Fund	Cash and cash equivalents	0	56,019	56,019		NAB	5.00%	14-Sep-26
Total		4,787,314	3,752,942	8,540,256	12,696			
Comprising								
Cash and cash equivalents		4,787,314	3,661,987	8,449,301	12,696			
Financial assets at amortised cost		0	90,955	90,955	0			
		4,787,314	3,752,942	8,540,256	12,696			

KEY INFORMATION

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

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

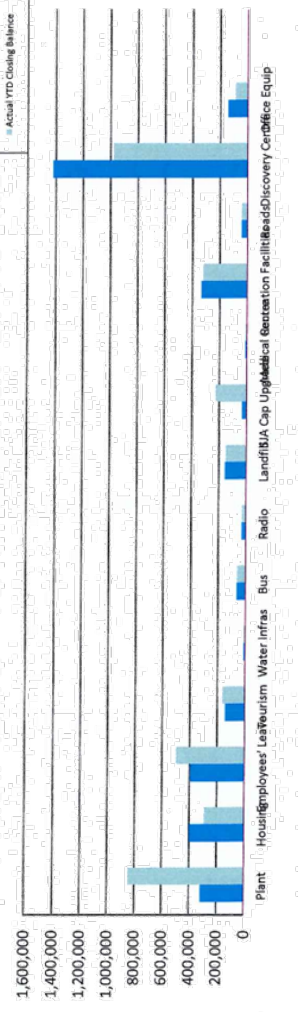
- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2026

7 RESERVE ACCOUNTS

Reserve name	Budget Opening Balance	Budget Interest Earned	Original Budget Transfers In (+)	Original Budget Transfers Out (-)	Budget Closing Balance	Actual Opening Balance	Actual Interest Earned	Actual Transfers In (+)	Actual Transfers Out (-)	Actual YTD Closing Balance
Plant	\$ 845,860	\$ 34,849	\$ 0	\$ (565,000)	\$ 315,709	\$ 845,860	\$ 0	\$ 0	\$ 0	\$ 845,860
Housing	289,232	11,916	100,000	0	401,148	289,232	0	0	0	289,232
Employees' Leave	495,839	20,429	0	(120,000)	396,268	495,839	0	0	0	495,839
Tourism	160,820	6,626	22,500	(50,000)	139,946	160,820	0	0	0	160,820
Water Infrs	9,796	392	0	0	10,188	9,796	0	0	0	9,796
Bus	60,560	2,422	0	0	62,982	60,560	458	0	0	61,018
Radio	29,712	1,188	0	0	30,900	29,712	225	0	0	29,937
Landfill	147,323	6,070	0	0	153,393	147,323	0	0	0	147,323
SJA Cap Upgrade	222,538	9,169	0	(200,000)	31,707	222,538	0	0	0	222,538
Medical Centre	8,958	358	0	0	9,316	8,958	0	0	0	8,958
Recreation Facilities	317,269	13,071	0	0	330,340	317,269	0	0	0	317,269
Roads	41,262	1,650	0	0	42,912	41,262	0	0	0	41,262
Discovery Centre	977,706	40,281	400,000	0	1,417,987	977,706	0	0	0	977,706
Office Equip	89,365	3,682	50,000	0	143,047	89,365	0	0	0	89,365
	3,696,241	152,105	572,500	(935,000)	3,485,844	3,696,241	683	0	0	3,696,923

Note 7 - Year To Date Reserve Balance to End of Year Estimate

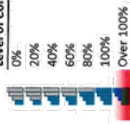


SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2026

INVESTING ACTIVITIES

8 CAPITAL ACQUISITIONS

Level of Completion Indicators



Percentage Year to Date Actual to Budget expenditure where the expenditure over budget highlighted in red.

Level of completion indicator, please see table at the end of this note for further detail.

Assets	Account	Original		YTD Actual	YTD Variance	Source of Funding			
		Budget	Budget			Grants & Contributions	Cash Backed Reserves	Sale of Assets	Council Contribution & Loans
%		\$	\$	\$	\$				
Land and Buildings									
Recreation And Culture									
0.00	Solar Replacement - Hyden Swimming Pool	11281	80,000	0	0	0	0	0	80,000
1.00	Kondinin Sports Pavilion Upgrade (SPB01)	11381	40,054	40,053	1	0	0	0	40,054
	Recreation And Culture Total		120,054	40,054	1	0	0	0	120,054
0.33	Land and Buildings Total		120,054	40,054	1	0	0	0	120,054
Plant , Equip. & Vehicles									
Governance									
0.00	Toyota Prado (0KN) replacement	04283	80,000	0	0	0	0	60,000	20,000
0.00	Subaru Outback (KN04) replacement	04283	45,000	0	0	0	0	27,000	18,000
0.00	Subaru Outback (KN52) replacement	04283	45,000	0	0	0	0	25,000	20,000
	Governance Total		170,000	0	0	0	0	112,000	58,000
	Health								170,000
0.00	Subaru Outback (KN54) replacement	07783	45,000	0	0	0	0	27,000	18,000
	Health Total		45,000	0	0	0	0	27,000	18,000
Transport									
0.00	2020 Toyota Hilux (KN49) replacement	12383	45,000	0	0	0	0	15,000	30,000
0.00	2016 Water Truck (KN69) replacement	12383	300,000	0	0	0	65,000	75,000	160,000
0.00	2016 Isuzu Tray Top (KN89) replacement	12383	90,000	0	0	0	0	30,000	60,000
0.00	2015 Isuzu Tray Top (KN57) replacement	12383	200,000	0	0	0	200,000	0	0

SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2026

INVESTING ACTIVITIES

8 CAPITAL ACQUISITIONS



Level of completion indicator, please see table at the end of this note for further detail.

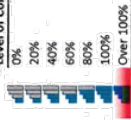
%	Assets	Account	Original Budget	YTD Budget	YTD Actual	YTD Variance	Source of Funding				Total
							Grants & Contributions	Cash Backed Reserves	Sale of Assets	Council Contribution & Loans	
0.00	Assets										
0.00	2015 Bomag Multi Roller (KN72) replacement	12383	230,000	0	0	0	0	0	0	230,000	230,000
0.00	2018 Caterpillar Grader (KN81) replacement	12383	550,000	0	0	0	0	300,000	150,000	100,000	550,000
0.00	2018 Toro Ride on Mower (KN215) replacement	12383	50,000	0	0	0	0	0	10,000	40,000	50,000
0.00	2015 Toro Ride on Mower (KN3031) replacement	12383	60,000	0	0	0	0	0	10,000	50,000	60,000
	Transport Total		1,525,000	0	0	0	0	565,000	290,000	670,000	1,525,000
0.00	Other Property & Services										
0.00	Toyota Prado (KN0) replacement	14283	70,000	0	0	0	0	0	50,000	20,000	70,000
0.00	Other Prop & Services Total		70,000	0	0	0	0	0	50,000	20,000	70,000
0.00	Plant, Equip. & Vehicles Total		1,610,000	0	0	0	0	565,000	479,000	766,000	1,810,000
	Roads (Construction/Resheeting)										
0.00	Transport										
0.00	Notting-Karlgarin Road - RCC006	12100	148,000	0	0	(0)				148,000	148,000
0.00	Bendering East Road - RCC014	12100	98,825	0	0	(0)				98,825	98,825
0.00	Fotheringham Road - RCC019	12100	87,500	0	0	(0)				87,500	87,500
0.00	Reservoir Road - RCC045	12100	92,000	0	0	(0)				92,000	92,000
0.00	Pederah East Road - RCC024	12100	70,000	0	0	(0)				70,000	70,000
0.00	Chalk Hill West Road - RCC064	12100	48,000	0	0	(0)				48,000	48,000
0.00	Kerrigan Road - RCC065	12100	100,000	0	0	(0)				100,000	100,000
0.00	Hyden Mt Walker Road - RRG002	12110	692,266	0	0	692,266	461,511	0	0	230,755	692,266
0.01	East Hyden Bin Road - RRS140	12115	1,365,944	0	12,115	(12,115)	1,365,944	0	0	0	1,365,944
0.00	Hyden Norseman Road - SLR032	12120	1,732,555	0	3,665	(3,665)	732,555	0	0	1,000,000	1,732,555
0.00	Allen Rock Road - R2R005	12130	207,353	0	0	0	207,353	0	0	0	207,353
0.00	Whyte Road - R2R035	12130	96,495	0	0	0	96,495	0	0	0	96,495
0.00	Karlgarin South Road - R2R029	12130	155,150	0	0	0	155,150	0	0	0	155,150

SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2026

INVESTING ACTIVITIES

8 CAPITAL ACQUISITIONS

Level of Completion Indicators



Percentage Year to Date Actual to Budget expenditure where the expenditure over budget highlighted in red.

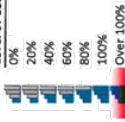
Level of completion indicator, please see table at the end of this note for further detail.

%	Assets	Account	Original Budget	YTD Budget	YTD Actual	YTD Variance	Source of Funding				Total
							Grants & Contributions	Cash Backed Reserves	Sale of Assets	Council Contribution & Loans	
0.00	Roe Road - R2R053	12130	178,750	0	0	0	178,750	0	0	0	178,750
0.00	Karlgarin Lake Road - R2R056	12130	164,920	0	0	0	164,920	0	0	0	164,920
0.62	Lake O'Connor Road - R2R142	12130	159,504	98,396	98,396	(0)	159,504	0	0	0	159,504
0.00	Kondinin-Narembeen Road - SRF146	12150	93,529	0	0	0	93,529	0	0	0	93,529
0.00	Shared Pathway (Hyden)	12170	172,960	0	0	0	86,480	0	0	86,480	172,960
0.00	Shared Pathway (Kondinin)	12170	70,000	0	0	0	35,000	0	0	35,000	70,000
0.00	Footpaths	12170	100,000	0	0	0	0	0	0	100,000	100,000
1.00	Kondinin Airstrip	12675	0	0	0	0	0	0	0	0	0
	Transport Total		5,833,751	98,396	114,176	676,486	3,737,191	0	0	2,096,560	5,833,751
0.02	Roadworks Total		5,833,751	98,396	114,176	676,486	3,737,191	0	0	2,096,560	5,833,751
	Public Facilities / Other Infrastructure										
	Health										
0.00	Medical Centre Car Park (Extend Seal)	07784	15,846	0	0	0	0	0	0	15,846	15,846
	Other Health Total		15,846	0	0	0	0	0	0	15,846	15,846
	Depot										
0.00	Outdoor Patio (Hyden)	12485	40,000	0	0	0	0	0	0	40,000	40,000
	Transport Depot Total		40,000	0	0	0	0	0	0	40,000	40,000
	Swimming Areas & Beaches										
0.00	Diving Board Replacement (Hyden Swimming Pool)	11285	40,000	0	0	0	0	0	0	40,000	40,000
	Swimming Areas & Beaches Total		40,000	0	0	0	0	0	0	40,000	40,000
	Recreation & Culture										
0.00	Climbing Rope & Softfall (Hyden Playground)	11385	124,232	0	0	0	0	0	0	124,232	124,232
	Recreation & Culture Total		124,232	0	0	0	0	0	0	124,232	124,232

SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2026

8 CAPITAL ACQUISITIONS

Level of completion indicators



Percentage Year to Date Actual to Budget expenditure where the expenditure over budget highlighted in red.

Level of completion indicator, please see table at the end of this note for further detail.

%	Assets		Original Budget	YTD Budget	YTD Actual	YTD Variance	Source of Funding				Total
	Account						Grants & Contributions	Cash Backed Reserves	Sale of Assets	Council Contribution & Loans	
	Economic Services										
0.00		Wave Rock Tourist Precinct Improvement - WRTP	13283	50,000	0	0	0	50,000	0	0	50,000
0.00		Karlgarin Corten Stainless Steel Signage (ESK03)	13284	5,343	0	0	0	0	0	5,343	5,343
0.00		Kondinin Entry Signs (ESKS)	13284	66,582	0	0	0	0	0	66,582	66,582
0.00		Airstrip Drainage to CBH Dam	13685	137,909	0	0	87,909	0	0	50,000	137,909
		Economic Services Total		259,834	0	0	87,909	50,000	0	121,925	259,834
0.00		Public Facilities Total		479,912	0	0	87,909	50,000	0	342,003	479,912
0.02		Capital Expenditure Total	8,243,717	138,450	154,229	676,487	3,825,100	615,000	479,000	3,324,617	8,243,717
	Summary Acquisitions										
		Property, Plant and Equipment									
0.33		Land and Buildings	120,054	40,054	40,053	1	0	0	0	120,054	120,054
0.00		Plant and Equipment	1,810,000	0	0	0	0	565,000	479,000	766,000	1,810,000
		Infrastructure									
0.02		Roadworks	5,590,791	98,396	114,176	676,486	3,615,711	0	0	1,975,080	5,590,791
0.00		Other Infrastructure	722,872	0	0	0	209,389	50,000	0	463,483	722,872
		Capital Expenditure Total	8,243,717	138,450	154,229	676,487	3,825,100	615,000	479,000	3,324,617	8,243,717

SHIRE OF KONDININ

SUPPLEMENTARY INFORMATION

FOR THE PERIOD ENDED 31 JULY 2026

9 DISPOSAL OF ASSETS

Asset Number	Asset Description	Budget			Actual		
		Net Book Value	Proceeds	Profit (loss)	Net Book Value	Proceeds	Profit (loss)
PLANT & EQUIPMENT							
Governance							
25001	Toyota Prado (OKN)	59,269	60,000	731	0	0	0
25004	Subaru Outback (KN04)	22,164	27,000	4,836	0	0	0
25052	Subaru Outback (KN52)	26,280	25,000	0	0	0	0
(1,280)							
Other Health							
25054	Subaru Outback (KN54)	32,808	27,000	0	0	0	0
(5,808)							
Road Plant							
19006	2020 Toyota Hilux (All Purpose) - KN49	0	15,000	15,000	0	0	0
21059	2016 Water Truck - KN59	0	75,000	75,000	0	0	0
151604	2015 Toro Z (Ride on Mower) - KN3031	811	10,000	9,189	0	0	0
18002	2018 Toro 7210 (Ride on Mower) - KN215	1,870	10,000	8,130	0	0	0
18001	2018 Caterpillar (Grader) - KN81	84,963	150,000	65,037	0	0	0
21089	2016 Isuzu - Tray Top - KN89	1,440	30,000	28,560	0	0	0
151603	2015 Bomag - Multi Roller - KN72	47,172	0	0	0	0	0
(47,172)							
Other Property & Services							
25010	Toyota Prado (KN0)	69,653	50,000	0	0	0	0
(19,653)							
		346,430	479,000	206,481	0	0	0
		BUDGET 2026/2027			ACTUAL 2026/2027		
Summary		206,481			0		
Profit on Asset Disposals		(73,912)			0		
Loss on Asset Disposals		132,570			0		

Summary

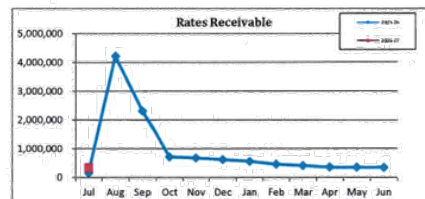
Profit on Asset Disposals
Loss on Asset Disposals

SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2026

OPERATING ACTIVITIES

10 RECEIVABLES

Rates receivable	Current	30-Jun-26
Opening Arrears Previous Years	\$ 414,130	\$ 259,659
Rates Levied this year	0	3,950,792
Less Collections to date	(8,603)	(3,796,321)
Equals Current Outstanding	405,527	414,130
Net Rates Collectable	405,527	414,130
% Collected	2%	90%



Receivables - General	Credit	Current	30 Days	60 Days	90+ Days	Total
Receivables-general	\$ (1,444)	\$ 319,665	\$ 3,962	\$ 25,495	\$ 8,786	356,465
Percentage	(0.41%)	89.68%	1.11%	7.15%	2.46%	
Balance per Trial Balance						
Sundry receivables						356,465
GST receivable						41,719
ESL and pensioners related receivables						47,537
Total Receivables General Outstanding						445,720

KEY INFORMATION

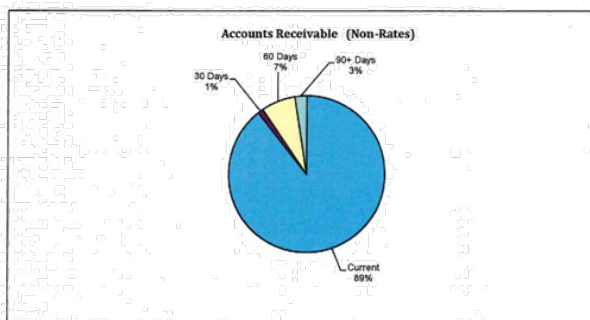
Trade and other receivables include amounts due from ratepayers for unpaid rates and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

Trade receivables are recognised at original invoice amount less any allowance for uncollectible amounts (i.e. impairment). The carrying amount of net trade receivables is equivalent to fair value as it is due for settlement within 30 days.

Classification and subsequent measurement

Receivables which are generally due for settlement within 30 days except rates receivables which are expected to be collected within 12 months are classified as current assets. All other receivables such as, deferred pensioner rates receivable after the end of the reporting period are classified as non-current assets.

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



**SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2026**

11 OTHER CURRENT ASSETS

Other current assets

Other financial assets at amortised cost

Financial assets at amortised cost - self supporting loans

Inventory

Fuel and materials

Contract assets

Contract assets

Total other current assets

Amounts shown above include GST (where applicable)

Opening Balance 1 July 2026	Asset Increase	Asset Reduction	Closing Balance 31 July 2026
\$	\$	\$	\$
113,045	0	0	113,045
40,565	0	(17,394)	23,172
0	0	0	0
153,610	0	(17,394)	136,217

KEY INFORMATION

Other financial assets at amortised cost

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

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

Inventory

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

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

Contract assets

A contract asset is the right to consideration in exchange for goods or services the entity has transferred to a customer when that right is conditioned on something other than the passage of time.

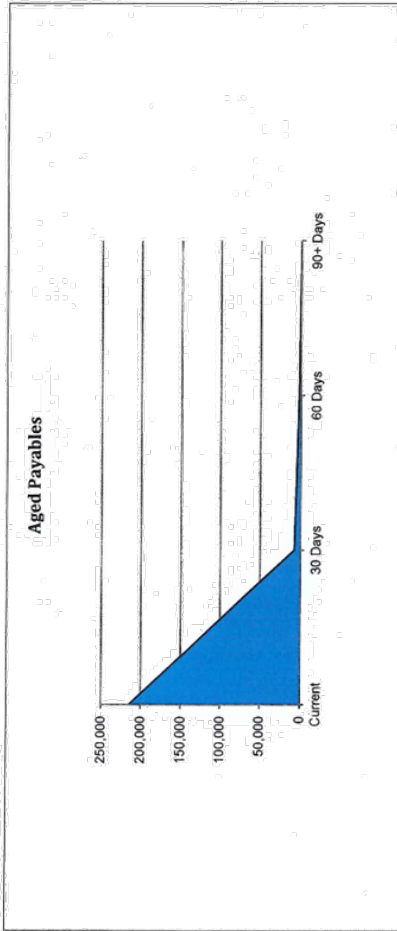
**SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2026**

12 PAYABLES

Payables - General	Credit	Current	30 Days	60 Days	90+ Days	Total
Payables - general						
Percentage		\$ 0	\$ 7,643	\$ 2,280	\$ 0	224,756
Balance per Trial Balance	0%	214,833	3.40%	1.01%	0.00%	
Sundry creditors		95.58%				
Other payables						224,756
Total payables general outstanding						259,796
						484,552

KEY INFORMATION

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



SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2026

13 BORROWINGS

Repayments - Borrowings

Information on Borrowings Particulars	Maturity Date	Principal 1-Jul-26	New Loans	Principal Repayments		Principal Outstanding		Interest Repayments	
				Original Budget	Amended Budget	Original Budget	Amended Budget	Original Budget	Amended Budget
Housing									
Loan #143 - WACHS Housing (20)	06/44	872,173	0	29,296	0	842,877	0	872,173	49,652
Community Amenities									
Loan #139 - Hyden Sewerage (20)	03/34	374,216	0	35,402	0	338,814	0	374,216	19,552
Loan #142 - Townsite Drainage (20)	10/38	1,273,818	0	77,301	0	1,196,517	0	1,273,818	43,744
Recreation & Culture									
Loan #136 - Kondinin Pool Redevelopment (20)	01/33	251,783	0	28,217	0	223,566	0	237,828	10,691
		2,771,990	0	170,216	0	2,601,774	0	2,758,035	123,639
Self supporting Loans									
Health									
Loan #141 - Kondinin Community Recr Committee*** (10)	06/34	824,309	0	79,324	0	744,985	0	824,309	40,383
Recreation & Culture									
Loan #134A Hyden Progress Association*** (10)	11/27	82,714	0	33,721	0	48,993	0	82,714	1,689
		907,023	0	113,045	0	793,978	0	907,023	42,073
Totals		3,679,013	0	283,261	0	3,395,752	0	3,665,058	165,711
Current borrowings		283,261						269,306	
Non-current borrowings		3,395,752						3,395,752	
		3,679,013						3,665,058	

All loan repayments were financed by general purpose revenue.
Self Supporting loan are financed by repayments from third parties.

KEY INFORMATION

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset until such time as the asset is substantially ready for its intended use or sale.

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

SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2026

14 OTHER CURRENT LIABILITIES

	Note	Opening Balance 1 July 2026	Liability transferred from (to) non current	Liability Increase	Liability Reduction	Closing Balance 31 July 2026
		\$	\$	\$	\$	\$
Other current liabilities						
Other liabilities						
- Capital grant/contributions liabilities		493,282	0	0	0	493,282
Total other liabilities		493,282	0	0	0	493,282
Employee benefit provisions						
- Annual leave		218,247	0	0	0	218,247
- Long service leave		169,990	0	0	0	169,990
		388,237	0	0	0	388,237
Total other current liabilities		881,518	0	0	0	881,518

Amounts shown above include GST (where applicable)

KEY INFORMATION

Provisions

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

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

Employee Related Provisions

Short-term employee benefits

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

Short-term employee benefits are measured at the (undiscounted) amounts expected to be paid when the obligation is settled.

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

Other long-term employee benefits

The Shire's obligations for employees annual leave and long service leave entitlements are recognised as employee related provisions in the statement of financial position.

Long-term employee benefits are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations.

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

Contract liabilities

An entities obligations to transfer goods or services to a customer for which the entity has received consideration (or the amount is due) from the customer.

Capital grant/contribution liabilities

Grants to acquire or construct recognisable non-financial assets to identified specifications be constructed to be controlled by the Shire are recognised as a liability until such time as the Shire satisfies its obligations under the agreement.

SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2026

15 GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability			Grants, subsidies and contributions revenue		
	Liability 1 July 2026	Increase in Liability	Decrease in Liability (As Revenue)	Current Liability 31-Jul	Original Annual Budget Revenue	YTD Revenue Actual
Grants and subsidies						
General Purpose Funding						
Grants Commission - General	0	0	0	0	300,678	0
Grants Commission - Road Funds	0	0	0	0	104,678	0
Law, Order and Public Safety						
DFES - LGGS Operating	0	0	0	0	19,330	4,833
ESL Administration Fee	0	0	0	0	4,000	0
Transport						
MRWA - Anywhere Road - Mitce	0	0	0	0	308,139	308,139
MRWA - Street Lighting Subsidy	0	0	0	0	4,500	0
Economic Services						
Sponsorships - Gourmet in the Garden	0	0	0	0	0	0
Stronger Communities Grant	0	0	0	0	0	0
Other Property & Services						
ATO - Diesel Fuel Rebate/Subsidies	0	0	0	0	90,000	0
TOTALS	0	0	0	0	831,325	312,972
					308,139	0

**SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2026**

INVESTING ACTIVITIES

16 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability			Capital grants, subsidies and contributions revenue		
	Liability 1 July 2026	Increase in Liability	Decrease in Liability (As Revenue)	Current Liability 31 July 2026	Original Annual Budget Revenue	YTD Budget YTD Actual Revenue
Recreation and Culture						
Transport						
RRG Grants - Capital Projects	0	0	0	0	461,511	0
DOT Grant - Shared Pathway (Hyden)	3,000	0	0	3,000	86,480	0
DOT Grant - Shared Pathway (Kondinin)	1,500	0	0	1,500	35,000	0
Grant - WSFN (Kondinin-Naremben Rd)	93,529	0	0	93,529	93,529	0
Grant - Safer Local Road and Infrastructure Program	(547,445)	0	0	(547,445)	732,554	0
Grant - Regional Road Safety Program	942,698	0	0	942,698	1,365,944	0
R2R Grants - Capital Projects	0	0	0	0	962,172	0
Economic Services						
Community Water Supply Grant	0	0	0	0	87,909	0
TOTALS	493,282	0	0	493,282	3,825,100	0

**SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2026**

17 TRUST FUND

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

Description	Opening Balance 01 Jul 2026	Amount Received	Amount Paid	Closing Balance 31 Jul 2026
	\$	\$	\$	\$
Election Deposits	100	(100)	0	0
Staff Christmas Funds	0	0	0	0
Housing Bonds	5,744	(648)	0	5,096
Other Bonds	2,000	0	0	2,000
Miscellaneous Funds	5,600	0	0	5,600
	13,444	(748)	0	12,696

SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2026

18 BUDGET AMENDMENTS

Amendments to original budget since budget adoption. Surplus/(Deficit)

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
	Budget Adoption		Opening Surplus(Deficit)	\$	\$	\$	\$
	Closing Funding Surplus (Deficit)			0	0	0	0

23rd September 2026

CERTIFICATE OF CHIEF EXECUTIVE OFFICER

The Schedule of Cheques, EFTs and Direct Debits as submitted to each Member of Council on 23rd September 2026 have been checked and is fully supported by Vouchers and Invoices which have been duly certified as to the receipt of goods and rendition of services and as to prices, computations and costings and the amounts shown have been paid. Details as follows:

Municipal Account

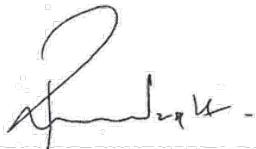
Electronic Fund Transfers	EFT22500-EFT22584	\$	849,061.46
Cheques	19581 - 19583	\$	15,026.24
Direct Debits - Transport - Hyden		\$	3,034.50
Direct Debits - Transport - Kondinin		\$	5,990.90
Direct Debits - Credit Cards	DD24221.1	\$	3,315.27
Direct Debits - Other		\$	27,892.66
EFTPOS & AKF Bank Fees		\$	1,205.68
Payroll EFTs		\$	153,046.29
Total Muni		\$	1,058,573.00

Trust Account

Cheque/s		\$	-
Electronic Fund Transfers		\$	-
Total Trust		\$	-

TOTAL		\$	1,058,573.00
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Signed:



CHIEF EXECUTIVE OFFICER

List of Accounts Due & Submitted to Council 01/08/2026 to 31/08/2026

Chq/EFT/ INV	Date	Name	Description	Bank	Inv Amount	Paid Amount
EFT22500	05/08/2026	LGISWA	Insurance Instalment 1	1		\$ (163,981.65)
100-165027-01	06/07/2026	LGISWA	Public Liability, Workers Comp, Bushfire, Cyber, Voluntary, Manangement, Travel	1	\$ 84,627.22	
100-165027-01	06/07/2026	LGISWA	Vehicles & plant	1	\$ 15,434.51	
100-165027-01	06/07/2026	LGISWA	Property Insurance	1	\$ 63,919.92	
EFT22501	05/08/2026	LGIS Insurance Broking	Salary Continuance 26/27	1		\$ (6,173.20)
062-220349	06/07/2026	LGIS Insurance Broking	Salary Continuance 26/27	1	\$ 6,173.20	
EFT22502	05/08/2026	ACORP CONSTRUCTION	Upgrades to Kondinin Pavilion - Tender	1		\$ (41,417.65)
A079_C14	03/07/2026	ACORP CONSTRUCTION	Upgrades to Kondinin Pavilion - Tender	1	\$ 41,417.65	
EFT22503	05/08/2026	CLOUD COLLECTIONS PTY	Court Filing fees (rates collection)	1		\$ (241.00)
1124	30/07/2026	CLOUD COLLECTIONS PTY	Court Filing fees (rates collection)	1	\$ 241.00	
EFT22504	05/08/2026	LG Best Practices Pty Ltd	Rates End of Year 2025-26: year end tasks for 30/6/2026	1		\$ (3,019.50)
23484	31/07/2026	LG Best Practices Pty Ltd	Rates End of Year 2025-26: year end tasks for 30/6/2026	1	\$ 3,019.50	
EFT22505	06/08/2026	KG'S DIESEL SERVICE	June 2026 Invoices payment	1		\$ (9,403.18)
6987	01/06/2026	KG'S DIESEL SERVICE	Service and parts - Water Truck (KN59)	1	\$ 1,760.13	
6993	02/06/2026	KG'S DIESEL SERVICE	Replace PTO air valve - Prime Mover (KN62)	1	\$ 467.47	
6994	05/06/2026	KG'S DIESEL SERVICE	Trans service & belt replace -Water Truck (KN59)	1	\$ 2,167.72	
6995	05/06/2026	KG'S DIESEL SERVICE	Replace timing chain - Hilux (KN56)	1	\$ 3,524.62	
6999	10/06/2026	KG'S DIESEL SERVICE	Replace hydraulic hose - Grader (KN64)	1	\$ 1,154.89	
7006	27/06/2026	KG'S DIESEL SERVICE	Service and parts - Hilux (KN49)	1	\$ 305.25	
7010	30/06/2026	KG'S DIESEL SERVICE	Trailer plug - Prime Mover (KN77)	1	\$ 23.10	
EFT22506	07/08/2026	LGISWA	Fire Brigade 26/27 (Insurance)	1		\$ (3,541.81)
100-165903	03/08/2026	LGISWA	Fire Brigade 26/27 (Insurance)	1	\$ 3,541.81	
EFT22507	07/08/2026	LO-GO APPOINTMENTS	Temporary Manager of Works - Bob Edwards	1		\$ (8,659.63)
H7228	29/07/2026	LO-GO APPOINTMENTS	Temporary Manager of Works - Bob Edwards	1	\$ 4,810.91	
H7264	05/08/2026	LO-GO APPOINTMENTS	Temporary Manager of Works - Bob Edwards	1	\$ 3,848.72	
EFT22508	07/08/2026	DEPARTMENT OF WATER AND ENVIRONMENT REGULATION	License Renewal (transfer station)	1		\$ (1,477.30)
RI008327	04/08/2026	DEPARTMENT OF WATER AND ENVIRONMENT REGULATION	License Renewal (transfer station)	1	\$ 1,477.30	
EFT22509	07/08/2026	WE WILL DO CLEANING	Weekly cleaning service - Hyden	1		\$ (3,025.00)
113	27/07/2026	WE WILL DO CLEANING	Weekly cleaning service - Hyden	1	\$ 3,025.00	
EFT22510	07/08/2026	KONDININ ROADHOUSE	ULP - Shire MV's	1		\$ (1,498.49)
PREPAYMENT	06/08/2026	KONDININ ROADHOUSE	ULP - Shire MV's	1	\$ 1,498.49	
EFT22511	07/08/2026	Rural South Coast RAY	Hyden Rentals (all invoices issued 20/7/26)	1		\$ (15,119.72)
7432	20/07/2026	Rural South Coast RAY	Rent: 3 Smith Loop 28/08/26 - 01/10/26	1	\$ 2,150.00	
7431	20/07/2026	Rural South Coast RAY	Rent: U2/27 Smith Loop Sep-26	1	\$ 1,160.00	
7430	20/07/2026	Rural South Coast RAY	Rent: U2/27 Smith Loop Aug-26	1	\$ 1,160.00	
7429	20/07/2026	Rural South Coast RAY	Rent: U2/27 Smith Loop Jul-26	1	\$ 1,160.00	
7428	20/07/2026	Rural South Coast RAY	Rent: 3 Smith Loop 31/07/26 - 27/08/26	1	\$ 1,800.00	
7427	26/07/2026	Rural South Coast RAY	Rent: 3 Smith Loop 03/07/26 - 30/07/26	1	\$ 1,800.00	
7435	20/07/2026	Rural South Coast RAY	Rent: Hyden Office Sep 26	1	\$ 1,950.00	
7434	20/07/2026	Rural South Coast RAY	Rent: Hyden Office Aug 26	1	\$ 1,950.00	
7433	20/07/2026	Rural South Coast RAY	Rent: Hyden Office July 26	1	\$ 1,950.00	
7447	04/08/2026	Rural South Coast RAY	Water consumption - Hyden Office	1	\$ 39.72	
EFT22512	07/08/2026	Trish's Cleaning Service	Weekly cleaning service - Kondinin	1		\$ (2,217.93)
1162	20/07/2026	Trish's Cleaning Service	Weekly cleaning service - Kondinin	1	\$ 2,217.93	
EFT22513	11/08/2026	Australian Services Union	Payroll deductions	1		\$ (80.50)
DEDUCTION	09/08/2026	Australian Services Union	Payroll deductions		\$ 80.50	
EFT22514	11/08/2026	Child Support Agency	Payroll deductions	1		\$ (1,253.91)
DEDUCTION	09/08/2026	Child Support Agency	Payroll deductions		\$ 1,253.91	
EFT22515	11/08/2026	S U CRISPS CORNER PTY	Payroll deductions	1		\$ (95.00)
DEDUCTION	09/08/2026	S U CRISPS CORNER PTY	Payroll deductions		\$ 95.00	
EFT22516	14/08/2026	Merredin Telephone	Security Monitoring Kondinin Medical July 26	1		\$ (44.00)
IV00000004631	01/08/2026	Merredin Telephone	Security Monitoring Kondinin Medical July 26	1	\$ 44.00	
EFT22517	14/08/2026	COLESTAN ELECTRICS	Emergency Power Board Upgrades @ Hyden Golf Club	1		\$ (13,108.40)

List of Accounts Due & Submitted to Council 01/08/2026 to 31/08/2026

Chq/EFT/ INV	Date	Name	Description	Bank	Inv Amount	Paid Amount
5022	06/08/2026	COLESTAN ELECTRICS	Emergency Power Board Upgrades @ Hyden Golf Club	1	\$ 13,108.40	
EFT22518	14/08/2026	Bookeasy Australia Pty Ltd	Monthly Fee 26/27	1		\$ (84.70)
13910	31/07/2026	Bookeasy Australia Pty Ltd	Monthly Fee 26/27	1	\$ 84.70	
EFT22519	14/08/2026	Synergy	Synergy	1		\$ (549.91)
2204540010	29/07/2026	Synergy	Hyden Office	1	\$ 549.91	
EFT22520	14/08/2026	Liberty Rural	Fuel stock for Hyden and Kondinin	1		\$ (29,813.00)
FI5178606	22/07/2026	Liberty Rural	Fuel stock for Hyden and Kondinin	1	\$ 29,813.00	
EFT22521	14/08/2026	The Perth Mint Australia	Citizenship coin 2026 2x	1		\$ (44.99)
SIN001562156	21/07/2026	The Perth Mint Australia	Citizenship coin 2026 2x	1	\$ 44.99	
EFT22522	14/08/2026	St John Ambulance Western	First Aid & Defib Supplies	1		\$ (7,015.05)
FAINV01427795	15/07/2026	St John Ambulance Western	Karlgarin - Defib Supplies & First Aid Supplies	1	\$ 526.65	
FAINV01427803	15/07/2026	St John Ambulance Western	Hyden - Defib Supplies & First Aid Supplies	1	\$ 1,701.60	
FAINV01427815	15/07/2026	St John Ambulance Western	Kondinin Pool - Replace defib & case	1	\$ 2,045.00	
FAINV01427808	14/08/2026	St John Ambulance Western	Kondinin - First Aid Supplies (incl travel)	1	\$ 2,741.80	
EFT22523	14/08/2026	Glenora Auto Services	Service and parts - Canter (KN89)	1		\$ (1,192.66)
50304	17/07/2026	Glenora Auto Services	Service and parts - Canter (KN89)	1	\$ 1,192.66	
EFT22524	14/08/2026	Trish's Cleaning Service	Weekly cleaning service - Kondinin	1		\$ (2,368.79)
1163	03/08/2026	Trish's Cleaning Service	Weekly cleaning service - Kondinin	1	\$ 2,368.79	
EFT22525	14/08/2026	On Field Pty Ltd	Parts & Repairs - Grader (KN81)	1		\$ (29,931.40)
ONF564	23/07/2026	On Field Pty Ltd	Front axle reps, injectors replaced, replace worn parts, replace glass	1	\$ 26,083.29	
ONF573	05/08/2026	On Field Pty Ltd	Repairs due to code faults (mainly electrical)	1	\$ 3,848.11	
EFT22526	14/08/2026	Telair Pty Ltd	Internet Medical Centre	1		\$ (2,759.54)
TA20941-085	31/07/2026	Telair Pty Ltd	Internet Medical Centre	1	\$ 2,759.54	
EFT22527	14/08/2026	Kulin Hardware & Rural	Gel Connectors for retic	1		\$ (77.35)
10116186	10/07/2026	Kulin Hardware & Rural	Gel Connectors for retic	1	\$ 77.35	
EFT22528	14/08/2026	Livingston Medical Pty Ltd	August 26 Medical Services	1		\$ (22,916.66)
1055	01/08/2026	Livingston Medical Pty Ltd	August 26 Medical Services	1	\$ 22,916.66	
EFT22529	14/08/2026	Abby Atkins	Police Check reimbursement	1		\$ (66.00)
REIMBURSEMENT	14/08/2026	Abby Atkins	Police Check reimbursement	1	\$ 66.00	
EFT22530	14/08/2026	WE WILL DO CLEANING	Weekly cleaning service - Hyden	1		\$ (3,388.00)
114	03/08/2026	WE WILL DO CLEANING	Weekly cleaning service - Hyden	1	\$ 3,388.00	
EFT22531	21/08/2026	Merredin Telephone	Replace security battery Kondinin Medical	1		\$ (177.65)
4619	22/07/2026	Merredin Telephone	Replace security battery Kondinin Medical	1	\$ 177.65	
EFT22532	21/08/2026	TONI MARIE SMEED	Sitting fees July & August 26	1		\$ (389.60)
RENUMARATION	20/08/2026	TONI MARIE SMEED	Sitting fees July & August 26, Travel July & August 26	1	\$ 389.60	
EFT22533	21/08/2026	PAUL SEIMON GREEN	Sitting Fees July & August 26	1		\$ (260.00)
RENUMARATION	20/08/2026	PAUL SEIMON GREEN	Sitting Fees July & August 26	1	\$ 260.00	
EFT22534	21/08/2026	MURRAY WILLIAM JAMES	Sitting fees July & August 26	1		\$ (692.80)
RENUMARATIONS	20/08/2026	MURRAY WILLIAM JAMES	Sitting fees July & August 26, Travel July & August 26	1	\$ 692.80	
EFT22535	21/08/2026	RICHARD KENT MOURITZ	Sitting Fees July & August 26	1		\$ (896.56)
RENUMARATION	20/08/2026	RICHARD KENT MOURITZ	Sitting Fees July & August 26, Travel July & August 26	1	\$ 896.56	
EFT22536	21/08/2026	DARREN LYNDSEY POOL	Sitting Fees July & August 26	1		\$ (909.60)
RENUMARATIONS	20/08/2026	DARREN LYNDSEY POOL	Sitting fees July & August 26, Travel July & August 26	1	\$ 909.60	
EFT22537	21/08/2026	Arrow Bronze	1 x Single Dual Plaque - C143117 - Dianne Greay	1		\$ (280.42)
781110	05/08/2026	Arrow Bronze	1 x Single Dual Plaque - C143117 - Dianne Greay	1	\$ 280.42	
EFT22538	21/08/2026	BOC Limited	Medical Oxy cylinders	1		\$ (66.14)
4042234011	29/07/2026	BOC Limited	Medical Oxy cylinders, Acetylene & oxygen	1	\$ 66.14	
EFT22539	21/08/2026	Corrigin Shire Council	EHO Services July 26	1		\$ (3,985.30)
20171	12/08/2026	Corrigin Shire Council	EHO Services July 26	1	\$ 3,985.30	
EFT22540	21/08/2026	Landgate	Title Searches	1		\$ (33.90)
1608056	01/08/2026	Landgate	Title Searches	1	\$ 33.90	
EFT22541	21/08/2026	Kondinin Community	Better Beginings 26/27	1		\$ (1,000.00)
SHIRE EY	12/08/2026	Kondinin Community	Better Beginings 26/27	1	\$ 1,000.00	
EFT22542	21/08/2026	Perfect Computer Solutions Pty Ltd	IT support on various day to day issues	1		\$ (3,545.95)
30711	14/07/2026	Perfect Computer Solutions Pty Ltd	IT support on various day to day issues	1	\$ 595.00	

List of Accounts Due & Submitted to Council 01/08/2026 to 31/08/2026

Chq/EFT/ INV	Date	Name	Description	Bank	Inv Amount	Paid Amount
30717	17/07/2026	Perfect Computer Solutions Pty Ltd	Office 365 license for ranger	1	\$ 405.00	
30719	27/07/2026	Perfect Computer Solutions Pty Ltd	Adobe license	1	\$ 420.95	
30754	30/07/2026	Perfect Computer Solutions Pty Ltd	IT support on various day to day issues	1	\$ 1,105.00	
30785	13/08/2026	Perfect Computer Solutions Pty Ltd	IT support on various day to day issues	1	\$ 85.00	
30784	13/08/2026	Perfect Computer Solutions Pty Ltd	IT support on various day to day issues	1	\$ 510.00	
30783	13/08/2026	Perfect Computer Solutions Pty Ltd	IT support on various day to day issues	1	\$ 425.00	
EFT22543	21/08/2026	WALGA	Councillor Training - eLearning (4 units) Cr	1		\$ (1,540.00)
SI-020090	11/08/2026	WALGA	Councillor Training - eLearning (4 units) Cr	1	\$ 1,540.00	
EFT22544	21/08/2026	Brian Darrell Lucas	Reimbursement for uniform order	1		\$ (294.75)
REIMBURSEMENT	18/08/2026	Brian Darrell Lucas	Reimbursement for uniform order	1	\$ 294.75	
EFT22545	21/08/2026	BRUCE BROWNING	Sitting Fees July & August 26	1		\$ (260.00)
RENUMERATIONS	20/08/2026	BRUCE BROWNING	Sitting Fees July & August 26	1	\$ 260.00	
EFT22546	21/08/2026	Wave Rock Short Stay	Accommodation x 3 staff (SLR032)	1		\$ (2,970.00)
INV0515	18/08/2026	Wave Rock Short Stay	Accommodation x 3 staff (SLR032)	1	\$ 2,970.00	
EFT22547	21/08/2026	FEGAN BUILDING	Building Surveyor 26/27	1		\$ (1,584.00)
1323	31/07/2026	FEGAN BUILDING	Contract Building Surveyor 15.07.26 - 31.07.26	1	\$ 792.00	
1328	17/08/2026	FEGAN BUILDING	Contract Building Surveyor 01.08.26 - 15.08.26	1	\$ 792.00	
EFT22548	21/08/2026	Mc Pest Control	Termite Management Program & Inspections	1		\$ (2,420.00)
392	07/08/2026	Mc Pest Control	Timber pest inspections @ 6 Hinck St & 94 Graham St, Termite Management Program @ 37 Radbourne Dr	1	\$ 2,420.00	
EFT22549	21/08/2026	PERITUS TECHNOLOGY	CWO ACCESS & CREDIT CARD READER SOFTWARE COMPLIANCE FEES & CREDIT CARD TRANSACTIONS	1		\$ (216.41)
104714	07/08/2026	PERITUS TECHNOLOGY	CWO ACCESS & CREDIT CARD READER SOFTWARE COMPLIANCE FEES & CREDIT CARD TRANSACTIONS	1	\$ 216.41	
EFT22550	21/08/2026	ID Rent Pty Ltd	Multi Roller Hire	1		\$ (14,734.50)
16868	30/06/2026	ID Rent Pty Ltd	Multi Roller Hire - 23 days	1	\$ 7,210.50	
17171	31/07/2026	ID Rent Pty Ltd	Multi Roller Hire - 24 days	1	\$ 7,524.00	
EFT22551	21/08/2026	WE WILL DO CLEANING	Weekly cleaning service - Hyden	1		\$ (3,539.25)
115	10/08/2026	WE WILL DO CLEANING	Weekly cleaning service - Hyden	1	\$ 3,539.25	
EFT22552	21/08/2026	AFGRI EQUIPMENT AUSTRALIA PTY LTD	Service kit & oils 7000 hr service - Grader (KN65)	1		\$ (3,185.63)
3117124	23/07/2026	AFGRI EQUIPMENT AUSTRALIA PTY LTD	Service kit & oils 7000 hr service - Grader (KN65)	1	\$ 3,185.63	
EFT22553	21/08/2026	Debra Wright	ULP reimbursement	1		\$ (48.03)
REIMBURSEMENT	20/08/2026	Debra Wright	ULP reimbursement	1	\$ 48.03	
EFT22554	21/08/2026	Beverley Gangell	Sitting fees July & August 26	1		\$ (823.20)
RENUMERATION	20/08/2026	Beverley Gangell	Sitting fees July & August 26, Travel July & August 26	1	\$ 823.20	
EFT22555	21/08/2026	WA COUNTRY HEALTH	Room hire August 26	1		\$ (660.00)
699187	05/08/2026	WA COUNTRY HEALTH	Room hire August 26	1	\$ 660.00	
EFT22556	21/08/2026	CLOUD COLLECTIONS PTY	Debt collection fees for rates	1		\$ (2,282.28)
INV-8527	31/07/2026	CLOUD COLLECTIONS PTY	Debt collection fees for rates	1	\$ 2,282.28	
EFT22557	21/08/2026	Kheldar Pty Ltd	July Purchases	1		\$ (209.73)
229771	22/06/2026	Kheldar Pty Ltd	Staff amenities (tea, coffee, water etc)	1	\$ 52.10	
230601	02/07/2026	Kheldar Pty Ltd	Staff amenities (tea, coffee, water etc)	1	\$ 41.00	
230686	03/07/2026	Kheldar Pty Ltd	Staff amenities (tea, coffee, water etc)	1	\$ 53.15	
231469	14/07/2026	Kheldar Pty Ltd	Staff amenities (tea, coffee, water etc)	1	\$ 1.98	
232383	24/07/2026	Kheldar Pty Ltd	Staff amenities (tea, coffee, water etc)	1	\$ 24.00	
232730	29/07/2026	Kheldar Pty Ltd	Staff amenities (tea, coffee, water etc)	1	\$ 17.50	
232970	31/07/2026	Kheldar Pty Ltd	Staff amenities (tea, coffee, water etc)	1	\$ 20.00	
EFT22558	21/08/2026	Trish's Cleaning Service	Weekly cleaning service - Kondinin	1		\$ (2,250.10)
1164	10/08/2026	Trish's Cleaning Service	Weekly cleaning service - Kondinin	1	\$ 2,250.10	
EFT22559	21/08/2026	Collard Plumbing & Gas	Plumbing repairs	1		\$ (2,559.46)

List of Accounts Due & Submitted to Council 01/08/2026 to 31/08/2026

Chq/EFT/ INV	Date	Name	Description	Bank	Inv Amount	Paid Amount
694	06/08/2026	Collard Plumbing & Gas	Fix leaking sink & tap (76 Graham Street) Fix leaking toilet (46 Graham Street), Fix leaking tap (Wave Rock car park new toilet block far end toilet), Fix leaking taps in toilets (Coronation Park), Fix hot water units (Hyden Sports Pavilion), Fix blocked drain (Kondinin Town Hall)	1	\$ 2,559.46	
EFT22560	21/08/2026	Marbany Pty Ltd (TIM FRANKLIN ENGINEERING)	Ventilation Engineering - wet areas (Kondinin Pav)	1		\$ (4,070.00)
5552424	07/08/2026	Marbany Pty Ltd (TIM FRANKLIN ENGINEERING)	Ventilation Engineering - wet areas (Kondinin Pav)	1	\$ 4,070.00	
EFT22561	21/08/2026	Main Roads Western	WSFN Line marking - Kondinin-Narembene Rd	1		\$ (110,231.14)
8024554	23/06/2026	Main Roads Western	WSFN Line marking - Kondinin-Narembene Rd	1	\$ 110,231.14	
EFT22562	21/08/2026	Livingston Medical Pty Ltd	Pre Employment Medical Abby Atkins	1		\$ (341.00)
100-2827-1	10/08/2026	Livingston Medical Pty Ltd	Pre Employment Medical Abby Atkins	1	\$ 341.00	
EFT22563	21/08/2026	Windcave Pty. Limited	Services Fees July 26	1		\$ (199.93)
3270906	31/07/2026	Windcave Pty. Limited	Services Fees July 26	1	\$ 199.93	
EFT22564	21/08/2026	DDCM Pty Ltd	July 26 Progress Claim & additional June 26	1		\$ (45,508.31)
1125	31/07/2026	94 Graham St, Kondinin	[1] Rear patio polycarbonate sheet sags when rear patio gutter runs off into yard. Request to install soak well to divert water [2] Main bathroom soap holder cracked [3] main bathroom shower needs regrouting [4] Main bathroom shower screen is cracked [5] ensuite is leaking - request to regroup shower recess [6] ensuite wall repair to be sanded & repainted	1	\$ 45,508.31	
		28 Repacholi Pde, Kondinin	[33011] Supply and install wood heater with flue kit, Kitchen cupboard and drawers require repair. Request investigate and provide proposal to rectify, [1] Make good & paint bay window trimmings on western side of house [2] Issue with water coming from main bathroom into the hallway & lifting tiles in the bathroom - please investigate, Dining, Lounge, Hallway cracks to wall and underneath cornice. Request to fill, sand and paint affected areas, Exterior windows. Request to supply and install window locks to all sash windows throughout the residence. Investigate source of water ingress and provide proposal, Exterior doors upgrade deadlocks. Request to supply and install 2No deadlocks to 2No timber external doors, Side sliding door has damaged insect screen. Replace insect screen, Dining room replacement of wood heater flue, [1] Replace drawers in kitchen [2] Cracked shower recess to be replaced in bathroom [3] Leaking areas of roof to be fixed & ceiling repainted where stained Woodfire [5] Blinds on east face wall - measure & quote			
		37 Radbourne Dr, Hyden	[1] Investigate water leaking through tiles in bathroom [2] Investigate and assess termite damage to roof structure and provide pricing for remediation works [3] Front timber door has broken leadlight glass. Replace timber door, door furniture and paint. Note - Shire to supply new door [4] kitchen/dining area smoke detector - request to install battery [5] reinstate boundary colourbond fence that has fallen down [5]			
		Hyden Town Hall	[1] Install seal strip on bottom of front entry doors [2] front pavers directly outside hall uneven - requests to level out [3] wooden stage has developed cracks & splinters - request to sand & reseal			
		30 Repacholi Pde, Kondinin	Exterior east back fence needs to be replaced and retaining wall installed. Request upgrade of fence to match profile on both boundaries and installation of retaining wall / plinth			
		Hyden Community Resource Centre	Investigate and rectify recurring ceiling leak at Hyden CRC front reception area, including roof leak source identification and electrical safety assessment of water ingress above light switch.			
		6 Hinck St, Hyden	[1] Small lounge room blind clips broken and vertical slats have fallen. Request to replace blind clips and reinstate vertical slats, [2] Dining room blind cord is not functioning and vertical slats missing. Request to investigate options to repair or replace blinds and rail, [3] Reinstall 2No. rear yard colour bond fence sheets [4] Garage door not working - latch that connects the door to the motor has broken - please investigate & repair			

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Chq/EFT/ INV	Date	Name	Description	Bank	Inv Amount	Paid Amount
		35 Smith Loop, Hyden	[1] Fix & patch over water damaged ceiling [2] Replace chipped exhaust fan cover in kitchen [3] Laundry blinds broken - measure up for an alternative to verticals [4] Replace chipped exhaust fan cover in bathroom [5] Cold tap cover in bath has come off, replace both taps if can't be matched [6] Secure ledge to wall of kitchen [7] Vanity cupboard won't close,			
		Hyden Youth Base	[1] Remove remnant electronic door hardware [2] Supply & install 2No. Unisex toilet signs to replace laminated signs			
		Karlgarin Bowling Club	[1] Supply & install insect buzzer in kitchen near urn [2] Supply & install 1No metal paper towel dispenser next to the basin behind bar area.			
		Hyden Works Depot	Ablution Block Area - [1] Tiling in bathroom area [2] Install dryer above washing machine [3] Paint and make good			
		Hyden Golf Club	[1] Measure & quote to replace glass entry doors for compliance purposes [2] Render corner of brick in kitchen area for compliance purposes [3] Check gutters on roof and mould under verandah [4] Remove and replace damaged ceiling tiles [5] Install insect buzzer			
		Kondinin Aquatic	[1] Unisex toilet door is sticking. Request plane the door and adjust fit [2] Bill Smoker Room, storeroom & kiosk area water ingress through ceiling. Request to address condition of roof & provide proposal for repair & replacement of ceiling tiles. [3] Aerobic Treatment Units (ATU) request to procure 100m of 25mm purple irrigation line			
		CWA Building	Ceiling in meeting room has cracked.			
		Kondinin Caravan Park	[1] Chalet 1 - Replace blind wand in lounge room and bunk bedroom [2] Chalet 2 - Verandah posts have paint peel & rust. Treat rust & repaint [3] Chalet 2 - curtain rod coming away from wall. [4] Chalet 2 - replaced fading & damaged screen boards with composite decking [5] Replaced damaged clothes line [6] Change access code as requested by Shire [7] Chalet 2 - replace blind wand in lounge room [8] Chalet 3 - replace blind wand to main entry door & bunk bedroom			
		Kondinin Golf Club	Patch hole in wall near bar (or alternative as wall is asbestos)			
		Kondinin Shire Office	[1] Replace 3No ceiling tiles throughout the office area. [2] Observed at the rear of office hallway cracking to wall & under ceiling cornice. Request to fill, paint & patch wall & cornice areas. [3] Council chambers broken window on west elevation - request replacement of glass window. [4] Request to supply & install 2No external doors with swipe card access system			
		Kondinin Shire Depot	Replace cabinetry and sink.			
		Kondinin Skate Park	Lattice damaged on shelter at skate park. Request to replace lattice to best match existing			
		Kondinin Sports	box - Kondinin Sports Ground to restore secure locking and prevent unauthorised access.			
		Kondinin Town Hall	[1] Reinstate ceiling vent that has fallen down [2] Check all other vents for damage and replace/reinstate where required [3] downpipes damaged on south-west corner - replace downpipe (note-Shire has purchased Colourbond downpipe) [4] Identify & rectify drainage issue where water is not draining correctly & pooling at base of downpipe. [5] Replace weathered gable timber barge board			
		Wave Rock Caravan Park	[1] Ladies toilet stall locks and stall door painting. [2] replace privacy lock 1No stall and repaint door			
		Hyden Recreation Centre	[1] Improve locks on doors to football change rooms [2] Affix hanging fluoro cover in football change rooms			
		West Shops	Create high-level SOW and review of Peter Baxendale Consulting Engineer document			
		Kondinin Community Resource Centre	Smoke alarms beeping - please investigate and change batteries where required			
		76 Graham St, Kondinin	Kitchen sink leaking. Request to investigate issue and rectify. Note temporary fix is in place			
		84 Graham St, Kondinin	Kitchen sink leaking. Request to investigate issue and rectify.			

List of Accounts Due & Submitted to Council 01/08/2026 to 31/08/2026

Chq/EFT/ INV	Date	Name	Description	Bank	Inv Amount	Paid Amount
		46 Graham St, Kondinin	Toilet is leaking. Request to investigate & rectify			
		Wave Rock Breakers	Replace polycarbonate roofing to 5No interpretive signage			
		Hyden Aquatic	Electronic access exterior and interior. Request to remove 1No exterior electronic door opening panel. Request to remove 1No interior electronic door opening panel.			
		McCanns Rock (toilets)	Public toilets - install new flyscreen to windows			
EFT22565	25/08/2026	Australian Services Union	Payroll deductions	1		\$ (80.50)
DEDUCTION	23/08/2026	Australian Services Union	Payroll deductions		\$ 80.50	
EFT22566	25/08/2026	Child Support Agency	Payroll deductions	1		\$ (1,253.91)
DEDUCTION	23/08/2026	Child Support Agency	Payroll deductions		\$ 1,253.91	
EFT22567	25/08/2026	S U CRISPS CORNER PTY	Payroll deductions	1		\$ (95.00)
DEDUCTION	23/08/2026	S U CRISPS CORNER PTY	Payroll deductions		\$ 95.00	
EFT22568	26/08/2026	RUSSELL BUILDING	Building Certification for Kondinin Pavilion	1		\$ (3,300.00)
11580	26/08/2026	RUSSELL BUILDING	Building Certification for Kondinin Pavilion	1	\$ 3,300.00	
EFT22569	28/08/2026	Hyden Progress Association	Site Architecture Invoice payment 1 (recoup)	1		\$ (131,272.90)
1	11/08/2026	Hyden Progress Association	Site Architecture Invoice payment 1 (recoup)	1	\$ 131,272.90	
EFT22570	28/08/2026	Abco	Toilet rolls and hand towel	1		\$ (1,299.08)
1176498	22/07/2026	Abco	Toilet rolls and hand towel, Toilet rolls and hand	1	\$ 1,299.08	
EFT22571	28/08/2026	Synergy	Synergy - Hyden Pavilion & Street Lights	1		\$ (5,104.34)
2556015297	05/08/2026	Synergy	448 252 110 Street Lights, 448 252 110 Street	1	\$ 3,052.88	
2568020200	13/08/2026	Synergy	724 880 100 Hyden Pavilion, 724 800 100 Hyden	1	\$ 2,051.46	
EFT22572	28/08/2026	Telstra Limited	PHONE & INTERNET USAGE	1		\$ (4,413.63)
4915073342	27/07/2026	Telstra Limited	TIM, Mobile # 0429 467 240, Mobile # 0436 372 858, Mobile # 0436 392 405, Mobile # 0436 396 376, Mobile # 0436 424 463, Mobile # 0436 428 446, Mobile # 0436 442 631, Mobile # 0455 904 784, Mobile # 0456 796 381, Mobile # 0460 770	1	\$ 1,710.29	
4915073318	02/08/2026	Telstra Limited	TIM System	1	\$ 973.12	
1214778000	27/08/2026	Telstra Limited	HYDEN SWIMMING POOL 9880 5038, HYDEN DEPOT 9880 5153, HYDEN LIBRARY 9880 5464, HYDEN LIBRARY 9880 5465, KONDININ OFFICE 9889 1197, KONDININ OFFICE 9889 1457, KONDININ DEPOT 9889 1741, KONDININ	1	\$ 1,730.22	
EFT22573	28/08/2026	Best Office Systems	B&W 3837 Colour 2548	1		\$ (354.74)
662403	28/07/2026	Best Office Systems	B&W 3837 Colour 2548	1	\$ 354.74	
EFT22574	28/08/2026	Waveline Tyres	July Purchases	1		\$ (4,261.95)
64308	13/07/2026	Waveline Tyres	Tyre repairs (KN66)	1	\$ 348.15	
64358	16/07/2026	Waveline Tyres	Tyre repairs (KN58)	1	\$ 82.50	
64408	21/07/2026	Waveline Tyres	Replace tyre (KN2108)	1	\$ 478.50	
64446	27/07/2026	Waveline Tyres	Tyre replacement (earthmover)	1	\$ 2,052.60	
64513	28/07/2026	Waveline Tyres	Replace tyre (truck)	1	\$ 783.20	
64525	29/07/2026	Waveline Tyres	Replace tyre (KN59)	1	\$ 517.00	
EFT22575	28/08/2026	CITY SUBARU	Purchase of new Subaru Forester Hybrids	1		\$ (50,344.60)
122540	12/08/2026	CITY SUBARU	Purchase of Subaru Forester Hybrid MY26 (KN52), Purchase of new Subaru Forester Hybrid MY26 - KN52, Trade in of KN52 (P52G) on purchase of new Subaru Forester Hybrid MY26 - (KN52) (P52G)	1	\$ 17,448.20	
122542	12/08/2026	CITY SUBARU	Purchase of Subaru Forester Hybrid MY26 (KN54), Purchase of Subaru Forester Hybrid MY26 (KN54), Trade in (KN54) P54K on purchase of Subaru Forester Hybrid MY26 (KN54) P54L	1	\$ 16,448.20	
122541	12/08/2026	CITY SUBARU	Purchase of Subaru Forester Hybrid MY26 (KN04), Purchase of Subaru Forester Hybrid MY26 2.5e (KN04), Trade in (KN04) P04G on purchase of Subaru Forester Hybrid MY26 2.5e (KN04)	1	\$ 16,448.20	
EFT22576	28/08/2026	DYNAMIC CLEANING	Gutter cleaning - residential	1		\$ (1,303.50)
1465	31/07/2026	DYNAMIC CLEANING SERVICES & GENERAL BUILDING MAINTENANCE	Gutter Clean - 21 Young Ave, 94 Graham St, 46 Graham St, 28 Repacholi Pde, 30 Repacholi Pde, 51 Jones St, Kondinin. Gutter Clean - 35 Smith Loop, Hyden	1	\$ 1,303.50	
EFT22577	28/08/2026	Mc Pest Control	Termite inspections	1		\$ (6,006.00)
396	18/08/2026	Mc Pest Control	Termite inspections (all shire properties), tree treatment (7), spot treatment (11 Young St)	1	\$ 6,006.00	

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EFT22578	28/08/2026	ACORP CONSTRUCTION	Upgrades to Kondinin Pavilion - Tender 04/2024/2025	1		\$ (39,290.97)
A079_C15	25/08/2026	ACORP CONSTRUCTION	Upgrades to Kondinin Pavilion - Tender 04/2024/2025, Upgrades to Kondinin Pavilion -	1	\$ 39,290.97	
EFT22579	28/08/2026	WE WILL DO CLEANING	Weekly cleaning service - Hyden	1		\$ (3,327.50)
118	17/08/2026	WE WILL DO CLEANING	Weekly cleaning service - Hyden	1	\$ 3,327.50	
EFT22580	28/08/2026	WA Contract Ranger	Ranger Services 26/27	1		\$ (4,617.25)
7232	09/08/2026	WA Contract Ranger	Ranger Services 26/27	1	\$ 4,617.25	
EFT22581	28/08/2026	CRISP WIRELESS PTY LTD	Internet - Sept 26	1		\$ (634.00)
202601007159	14/08/2026	CRISP WIRELESS PTY LTD	KN Office, HY Office, KN Medical, HY Medical, KN	1	\$ 634.00	
EFT22582	28/08/2026	Glenora Auto Services	Service & parts 100,000km - Hino (KN60)	1		\$ (1,785.26)
50324	10/08/2026	Glenora Auto Services	Service & parts 100,000km - Hino (KN60)	1	\$ 1,785.26	
EFT22583	28/08/2026	Trish's Cleaning Service	Weekly cleaning service - Kondinin	1		\$ (2,629.77)
1165	17/08/2026	Trish's Cleaning Service	Weekly cleaning service - Kondinin	1	\$ 2,629.77	
EFT22584	28/08/2026	RMD Commercial Group Pty	Workstation and drawers	1		\$ (955.00)
AO8492	20/07/2026	RMD Commercial Group Pty	Workstation and drawers	1	\$ 955.00	
19581	11/08/2026	Kondinin Shire	Payroll deductions	1		\$ (275.00)
DEDUCTION	09/08/2026	Kondinin Shire	Payroll deductions		\$ 275.00	
19582	14/08/2026	Water Corporation	Water - Hyden/Karlgarin & Standpipes	1		\$ (14,476.24)
HYDEN/KARL	11/08/2026	Water Corporation	Water - Hyden/Karlgarin	1	\$ 5,799.64	
STANDPIPES	11/08/2026	Water Corporation	Water - Standpipes	1	\$ 8,676.60	
19583	25/08/2026	Kondinin Shire	Payroll deductions	1		\$ (275.00)
DEDUCTION	23/08/2026	Kondinin Shire	Payroll deductions		\$ 275.00	
DD24217.1	03/08/2026	Transport	Hyden Licensing	1		\$ (64.40)
HYD (03/08/2026)	03/08/2026	Transport	Hyden licensing	1	\$ 64.40	
DD24233.1	10/08/2026	Transport	Hyden Licensing	1		\$ (172.00)
HYD(10/08/2026)	10/08/2026	Transport	Hyden Licensing	1	\$ 172.00	
DD24239.1	11/08/2026	Transport	Hyden Licensing	1		\$ (96.80)
HYD (11/08/2026)	11/08/2026	Transport	Hyden Licensing	1	\$ 96.80	
DD24247.1	12/08/2026	Transport	Hyden Licensing	1		\$ (245.80)
HYD (12/08/2026)	12/08/2026	Transport	Hyden Licensing	1	\$ 245.80	
DD24251.1	13/08/2026	Transport	Hyden Licensing	1		\$ (204.00)
HYD(13/08/2026)	13/08/2026	Transport	Hyden Licensing	1	\$ 204.00	
DD24261.1	17/08/2026	Transport	Hyden Licensing	1		\$ (690.90)
HYD (17/08/2026)	17/08/2026	Transport	Hyden Licensing	1	\$ 690.90	
DD24267.1	19/08/2026	Transport	Hyden Licensing	1		\$ (449.85)
HYD (19/08/2026)	19/08/2026	Transport	Hyden Licensing	1	\$ 449.85	
DD24269.1	20/08/2026	Transport	Hyden Licensing	1		\$ (33.30)
HYD (20/08/2026)	20/08/2026	Transport	Hyden Licensing	1	\$ 33.30	
DD24272.1	21/08/2026	Transport	Hyden Licensing	1		\$ (95.10)
HY 21/08/2026	21/08/2026	Transport	Hyden Licensing	1	\$ 95.10	
DD24274.1	24/08/2026	Transport	Hyden Licensing	1		\$ (6.90)
HYD (24/08/2026)	24/08/2026	Transport	Hyden Licensing	1	\$ 6.90	
DD24281.1	25/08/2026	Transport	Hyden Licensing	1		\$ (94.15)
HYD (25/08/2026)	25/08/2026	Transport	Hyden Licensing	1	\$ 94.15	
DD24287.1	27/08/2026	Transport	Hyden Licensing	1		\$ (881.30)
HYD (27/08/2026)	27/08/2026	Transport	Hyden Licensing	1	\$ 881.30	
DD24219.1	03/08/2026	Transport	Kondinin Licensing	1		\$ (810.75)
KND03/08/2026	03/08/2026	Transport	Kondinin Licensing	1	\$ 810.75	
DD24226.1	05/08/2026	Transport	Kondinin Licensing	1		\$ (955.15)
KND 05082026	05/08/2026	Transport	Kondinin Licensing	1	\$ 955.15	
DD24241.1	07/08/2026	Transport	Kondinin Licensing	1		\$ (146.25)
KNDT	07/08/2026	Transport	Kondinin Licensing	1	\$ 146.25	
DD24243.1	11/08/2026	Transport	Kondinin Licensing	1		\$ (393.70)
KND 11/08/2026	11/08/2026	Transport	Kondinin Licensing	1	\$ 393.70	
DD24245.1	12/08/2026	Transport	Kondinin Licensing	1		\$ (1,065.50)
KND 12/08/2026	12/08/2026	Transport	Kondinin Licensing	1	\$ 1,065.50	
DD24252.1	13/08/2026	Transport	Kondinin Licensing	1		\$ (576.00)
KND 13/08/2026	13/08/2026	Transport	Kondinin Licensing	1	\$ 576.00	
DD24263.1	17/08/2026	Transport	Kondinin Licensing	1		\$ (1,035.75)
KND 17/08/2026	17/08/2026	Transport	Kondinin Licensing	1	\$ 1,035.75	
DD24265.1	19/08/2026	Transport	Kondinin Licensing	1		\$ (791.30)
KND 19/08/2026	19/08/2026	Transport	Kondinin Licensing	1	\$ 791.30	
DD24291.1	28/08/2026	Transport	Kondinin Licensing	1		\$ (216.50)
KND28.8.2026	28/08/2026	Transport	Kondinin Licensing	1	\$ 216.50	

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Chq/EFT/ INV	Date	Name	Description	Bank	Inv Amount	Paid Amount
DD24221.1	03/08/2026	National Australia Bank	Credit Card Charges for July 2026	1		\$ (3,315.27)
CEO's CC	03/08/2026	National Australia Bank	ChemCentre \$220.00 (water samples); LG Professionals WA \$560.00 (annual membership); Training Momentum \$1,827.56 (monitoring & clearance inspections for asbestos removal work); Webjet Marketing \$-4,478.12 (refund Canberra Conference - Council members & CEO); card fee \$9.00	1	\$ (1,861.56)	
MCS's CC	03/08/2026	National Australia Bank	7Eleven \$40.45 (ULP); Registry \$189.00 (Business Name renewals); Transport WA \$49.40 (D/L Brian Lucas); WA Newspapers \$96.00 (Electronic news subscription); 7Eleven \$49.87 (ULP); Shire of Kondinin \$49.40 (D/L Justin Bennell); Carroll&Richardson \$107.82 (packet of rope with splice clips); Complete Office Supplies \$953.89 (desk/workstation & chair); Card fee \$9.00		\$ 1,544.83	
MPA's CC	03/08/2026	National Australia Bank	LG Professionals WA \$2,980.00 (Contract Management Workshop - Debra & Tory); WA Planning Commission \$643.00 (Deposited Plan fee); Card fee \$9.00		\$ 3,632.00	
DD24223.1	04/08/2026	Messages On Hold	MESSAGES ON HOLD FOR TELEPHONE	1		\$ (1,286.85)
JULY-AUG 26	04/08/2026	Messages On Hold	MESSAGES ON HOLD FOR TELEPHONE	1	\$ 1,286.85	
DD24223.2	04/08/2026	AUSTRALIA POST - GATEWAY	Commisson Kondinin Caravan Park Booking Payments	1		\$ (43.64)
Y91K4B	04/08/2026	AUSTRALIA POST - GATEWAY	Commisson Kondinin Caravan Park Booking Payments	1	\$ 43.64	
DD24254.1	13/08/2026	AUSTRALIA POST - GATEWAY	CHALET REFUND	1		\$ (145.00)
KAXYZV	13/08/2026	AUSTRALIA POST - GATEWAY	CHALET REFUND	1	\$ 145.00	
DD24279.1	24/08/2026	Australia Post	POSTAGE - HYDEN & KONDININ - JULY 2026	1		\$ (128.70)
1014879709	03/08/2026	Australia Post	POSTAGE - HYDEN & KONDININ - JULY 2026	1	\$ 128.70	
DD24235.1	09/08/2026	WA Local Government	Payroll deductions	1		\$ (8,960.07)
SUPER	09/08/2026	WA Local Government	Superannuation contributions	1	\$ 7,741.84	
DEDUCTION	09/08/2026	WA Local Government	Payroll deductions	1	\$ 544.74	
DEDUCTION	09/08/2026	WA Local Government	Payroll deductions	1	\$ 20.00	
DEDUCTION	09/08/2026	WA Local Government	Payroll deductions	1	\$ 144.19	
DEDUCTION	09/08/2026	WA Local Government	Payroll deductions	1	\$ 100.00	
DEDUCTION	09/08/2026	WA Local Government	Payroll deductions	1	\$ 83.74	
DEDUCTION	09/08/2026	WA Local Government	Payroll deductions	1	\$ 167.48	
DEDUCTION	09/08/2026	WA Local Government	Payroll deductions	1	\$ 158.08	
DD24235.2	09/08/2026	MLC Nominees Pty Ltd	Superannuation contributions	1		\$ (130.76)
DEDUCTION	09/08/2026	MLC Nominees Pty Ltd	Payroll deductions	1	\$ 29.72	
SUPER	09/08/2026	MLC Nominees Pty Ltd	Superannuation contributions	1	\$ 101.04	
DD24235.3	09/08/2026	THE TRUSTEE FOR	Superannuation contributions	1		\$ (280.34)
SUPER	09/08/2026	THE TRUSTEE FOR	Superannuation contributions	1	\$ 280.34	
DD24235.4	09/08/2026	GESB - SUPER SCHEME	Superannuation contributions	1		\$ (320.08)
SUPER	09/08/2026	GESB - SUPER SCHEME	Superannuation contributions	1	\$ 320.08	
DD24235.5	09/08/2026	Australian Super	Superannuation contributions	1		\$ (1,935.00)
SUPER	09/08/2026	Australian Super	Superannuation contributions	1	\$ 1,935.00	
DD24235.6	09/08/2026	Prime Super	Superannuation contributions	1		\$ (317.08)
SUPER	09/08/2026	Prime Super	Superannuation contributions	1	\$ 317.08	
DD24235.7	09/08/2026	MERCER SMART SUPER	Superannuation contributions	1		\$ (96.13)
SUPER	09/08/2026	MERCER SMART SUPER	Superannuation contributions	1	\$ 96.13	
DD24235.8	09/08/2026	cBus Super Administration	Superannuation contributions	1		\$ (352.31)
SUPER	09/08/2026	cBus Super Administration	Superannuation contributions	1	\$ 352.31	
DD24235.9	09/08/2026	Host Plus	Superannuation contributions	1		\$ (317.66)
SUPER	09/08/2026	Host Plus	Superannuation contributions	1	\$ 317.66	
DD24276.1	23/08/2026	WA Local Government	Payroll deductions	1		\$ (9,370.58)
SUPER	23/08/2026	WA Local Government	Superannuation contributions	1	\$ 8,121.83	
DEDUCTION	23/08/2026	WA Local Government	Payroll deductions	1	\$ 569.81	
DEDUCTION	23/08/2026	WA Local Government	Payroll deductions	1	\$ 20.00	
DEDUCTION	23/08/2026	WA Local Government	Payroll deductions	1	\$ 144.19	
DEDUCTION	23/08/2026	WA Local Government	Payroll deductions	1	\$ 100.00	

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Chq/EFT/ INV	Date	Name	Description	Bank	Inv Amount	Paid Amount
DEDUCTION	23/08/2026	WA Local Government	Payroll deductions	1	\$ 83.74	
DEDUCTION	23/08/2026	WA Local Government	Payroll deductions	1	\$ 172.93	
DEDUCTION	23/08/2026	WA Local Government	Payroll deductions	1	\$ 158.08	
DD24276.2	23/08/2026	MLC Nominees Pty Ltd	Superannuation contributions	1		\$ (130.76)
DEDUCTION	23/08/2026	MLC Nominees Pty Ltd	Payroll Deductions	1	\$ 29.72	
SUPER	23/08/2026	MLC Nominees Pty Ltd	Superannuation contributions	1	\$ 101.04	
DD24276.3	23/08/2026	THE TRUSTEE FOR	Superannuation contributions	1		\$ (280.34)
SUPER	23/08/2026	THE TRUSTEE FOR	Superannuation contributions	1	\$ 280.34	
DD24276.4	23/08/2026	GESB - SUPER SCHEME	Superannuation contributions	1		\$ (320.08)
SUPER	23/08/2026	GESB - SUPER SCHEME	Superannuation contributions	1	\$ 320.08	
DD24276.5	23/08/2026	Australian Super	Superannuation contributions	1		\$ (2,371.39)
SUPER	23/08/2026	Australian Super	Superannuation contributions	1	\$ 2,371.39	
DD24276.6	23/08/2026	Prime Super	Superannuation contributions	1		\$ (352.32)
SUPER	23/08/2026	Prime Super	Superannuation contributions	1	\$ 352.32	
DD24276.7	23/08/2026	MERCER SMART SUPER	Superannuation contributions	1		\$ (83.59)
SUPER	23/08/2026	MERCER SMART SUPER	Superannuation contributions	1	\$ 83.59	
DD24276.8	23/08/2026	cBus Super Administration	Superannuation contributions	1		\$ (352.32)
SUPER	23/08/2026	cBus Super Administration	Superannuation contributions	1	\$ 352.32	
DD24276.9	23/08/2026	Host Plus	Superannuation contributions	1		\$ (317.66)
SUPER	23/08/2026	Host Plus	Superannuation contributions	1	\$ 317.66	
DD24221.2	03/08/2026	BankWest	EFTPOS Fees July 2026	1		\$ (874.51)
1712 - FEES - JULY	03/08/2026	BankWest	1712 - HYDEN EFTPOS FEES - JULY 26	1	\$ 837.51	
1704 - FEES - JULY	03/08/2026	BankWest	1704 - KONDININ EFTPOS FEES - JULY 2026	1	\$ 37.00	
DD24297.1	31/08/2026	BankWest	MERCHANT FEES - 41657	1		\$ (220.44)
MERFEE	31/08/2026	BankWest	MERCHANT FEES - BANKWEST EFTPOS	1	\$ 146.47	
MERFEE	31/08/2026	BankWest	MERCHANT FEES - 15091	1	\$ 44.97	
MERTFEES	31/08/2026	BankWest	MERCHANT FEES - 41657	1	\$ 29.00	
DD24297.2	31/08/2026	National Australia Bank	AKF FEES - TRUST ACCOUNT	1		\$ (110.73)
NAB CONNECT	31/08/2026	National Australia Bank	NAB CONNECT FEE ACCESS AND USAGE	1	\$ 57.73	
AKFMUNI	31/08/2026	National Australia Bank	AKF FEES - MUNICIPAL ACCOUNT	1	\$ 43.00	
AKFTRUST	31/08/2026	National Australia Bank	AKF FEES - TRUST ACCOUNT	1	\$ 10.00	
PAY	09/08/2026	Payroll Direct	Payroll Direct Debit Of Net Pays	1		\$ (72,084.81)
PAY	09/08/2026	Payroll Direct	Payroll Direct Debit Of Net Pays	1	\$ 72,084.81	
PAY	23/08/2026	Payroll Direct	Payroll Direct Debit Of Net Pays	1		\$ (80,961.48)
PAY	23/08/2026	Payroll Direct	Payroll Direct Debit Of Net Pays	1	\$ 80,961.48	
						\$ (1,058,573.00)



SHIRE OF KONDININ

MONTHLY FINANCIAL REPORT

(Containing the required Statement of Financial Activity and Statement of Financial Position)
FOR THE PERIOD ENDED 31 AUGUST 2026

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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SHIRE OF KONDININ
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 AUGUST 2026

OPERATING ACTIVITIES

Revenue from operating activities

Note	Original Annual Budget \$	YTD Budget (a) \$	YTD Actual (b) \$	Var. \$ (b)-(a)	Var. % (b)-(a)/(a) %	Var.
	3,949,993	(28)	0	28	(100.00%)	
	831,325	424,977	457,689	32,713	8%	▲
15	1,325,211	247,946	97,402	(150,544)	(61%)	▼
	0	0	0	0		
	242,105	37,419	11,918	(25,501)	(68%)	▼
	123,622	19,198	33,966	14,768	77%	
9	206,482	5,566	5,999	433	8%	
	6,678,738	735,078	606,974			

Expenditure from operating activities

	(2,428,694)	(337,448)	(391,653)	(54,205)	(16%)	▼
	(3,455,602)	(344,403)	(324,733)	19,670	6%	
	(427,486)	(23,361)	(14,261)	9,100	39%	
	(10,428,660)	(1,769,492)	(1,815,009)	(45,517)	(2.6%)	▼
	(165,711)	(395)	(395)	0	0%	
	(316,549)	(158,432)	(158,489)	(56)	(0%)	
	(282,280)	(56,483)	(26,077)	30,406	54%	▲
	(73,912)	(1,280)	(6,193)	(4,913)	(384%)	
	(17,578,894)	(2,691,294)	(2,736,811)			

Non-cash amounts excluded from operating activities

2	10,296,090	1,765,206	1,815,203	49,997	3%	▲
	(604,066)	(191,011)	(314,634)			

INVESTING ACTIVITIES

Inflows from investing activities

16	3,825,100	156,064	40,000	(116,064)	(74%)	▼
9	479,000	52,000	80,909	28,909	56%	▲
13	113,045	0	0	0		
	4,417,145	208,064	120,909			

Outflows from investing activities

8	(1,930,054)	(130,054)	(326,828)	(196,774)	(151%)	▼
8	(6,313,663)	(509,504)	(304,743)	204,761	40%	▲
	(8,243,717)	(639,558)	(631,571)			

Non-cash amounts excluded from investing activities

	0	0	0	0		
	(3,826,572)	(431,494)	(510,662)			

FINANCING ACTIVITIES

Inflows from financing activities

7	935,000	0	0	0		
	935,000	0	0	0		

Outflows from financing activities

13	(283,261)	(13,955)	(13,955)	0	0.000%	
7	(724,605)	(57,367)	(57,367)	0	0%	
	(1,007,866)	(71,322)	(71,322)	0	0%	
	(72,866)	(71,322)	(71,322)			

Amount attributable to financing activities

MOVEMENT IN SURPLUS OR DEFICIT

	4,503,503	4,488,471	4,488,471	0	0.000%	
	(604,066)	(191,011)	(314,634)	(123,623)	(64.720%)	▼
	(3,826,572)	(431,494)	(510,662)	(79,168)	(18.347%)	▼
	(72,866)	(71,322)	(71,322)	0	0.000%	
	(0)	3,794,643	3,591,853	(202,791)	(5%)	

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

SHIRE OF KONDININ
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 31 AUGUST 2026

	NOTE	31 August 2026	31 August 2025
		\$	\$
CURRENT ASSETS			
Cash and cash equivalents	6	8,089,951	6,312,621
Trade and other receivables		396,178	4,359,994
Other financial assets	11	113,045	108,410
Inventories	11	6,988	25,660
Other assets		783	343,014
TOTAL CURRENT ASSETS		8,606,946	11,149,698
NON-CURRENT ASSETS			
Trade and other receivables		116,383	59,715
Other financial assets		690,008	803,053
Investment in associate		22,720	41,553
Property, plant and equipment		34,081,521	33,214,969
Infrastructure		222,531,950	226,161,823
TOTAL NON-CURRENT ASSETS		257,442,583	260,281,113
TOTAL ASSETS		266,049,529	271,430,811
CURRENT LIABILITIES			
Trade and other payables		266,922	284,977
Other liabilities	14	493,282	278,765
Borrowings		269,307	258,029
Employee related provisions	14	388,237	485,162
TOTAL CURRENT LIABILITIES		1,417,747	1,306,934
NON-CURRENT LIABILITIES			
Borrowings		3,135,722	3,418,983
Employee related provisions		80,022	87,111
TOTAL NON-CURRENT LIABILITIES		3,215,744	3,506,094
TOTAL LIABILITIES		4,633,491	4,813,028
NET ASSETS		261,416,038	266,617,782
EQUITY			
Retained surplus		23,996,299	28,675,013
Reserves accounts		3,753,608	4,276,638
Revaluation surplus		233,666,131	233,666,131
TOTAL EQUITY		261,416,038	266,617,782

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

SHIRE OF KONDININ
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 AUGUST 2026

1 BASIS OF PREPARATION AND SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PREPARATION

The financial report comprises general purpose financial statements which have been prepared in accordance with the *Local Government Act 1995* and accompanying regulations.

Local Government Act 1995 requirements

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

The *Local Government (Financial Management) Regulations 1996* specify that vested land is a right-of-use asset to be measured at cost, and is considered a zero cost concessionary lease. All right-of-use assets under zero cost concessionary leases are measured at zero cost rather than at fair value, except for vested improvements on concessionary land leases such as roads, buildings or other infrastructure which continue to be reported at fair value, as opposed to the vested land which is measured at zero cost. The measurement of vested improvements at fair value is a departure from AASB 16 which would have required the Shire to measure any vested improvements at zero cost. Accounting policies which have been adopted in the preparation of this financial report have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the financial report has been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

THE LOCAL GOVERNMENT REPORTING ENTITY

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

All monies held in the Trust Fund are excluded from the financial statements.

Judgements and estimates

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

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

The balances, transactions and disclosures impacted by accounting estimates are as follows:

- * estimated fair value of certain financial assets
- * impairment of financial assets
- * estimation fair values of land and buildings, infrastructure and investment property
- * estimation of uncertainties made in relation to lease accounting
- * estimated useful life of intangible assets

SIGNIFICANT ACCOUNTING POLICIES

Significant accounting policies utilised in the preparation of these statements are as described within the 2025-26 Annual Budget. Please refer to the adopted budget document for details of these policies.

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 17 September 2026.

SHIRE OF KONDININ
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 AUGUST 2026

2 STATEMENT OF FINANCIAL ACTIVITY INFORMATION

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

	Last Year Closing 30 June 2026	This Time Last Year 31 August 2025	Year to Date 31 August 2026
Note	\$	\$	\$
Current Assets			
Cash and cash equivalents	9,492,832	6,312,621	8,089,951
Trade and other receivables	965,632	4,359,994	396,178
Other financial assets	113,045	108,410	113,045
Inventories	40,565	25,660	6,988
Other assets	72,643	343,014	783
	<u>10,684,717</u>	<u>11,149,698</u>	<u>8,606,946</u>
Less: Current liabilities			
Trade and other payables	1,505,443	284,977	266,922
Other liabilities	493,282	278,765	493,282
Borrowings	283,261	258,029	269,307
Employee related provisions	388,237	485,162	388,237
	<u>2,670,221</u>	<u>1,306,934</u>	<u>1,417,747</u>
Net current assets	<u>8,014,497</u>	<u>9,842,764</u>	<u>7,189,199</u>
Less: Total adjustments to net current assets			
Closing funding surplus / (deficit)	2(c) (3,526,025)	(4,127,018)	(3,597,347)
	<u>4,488,471</u>	<u>5,715,746</u>	<u>3,591,853</u>

(b) Non-cash amounts excluded from operating activities

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

	Annual Budget	YTD Budget (a)	YTD Actual (b)
	\$	\$	\$
Adjustments to operating activities			
Less: Profit on asset disposals	(206,483)	(5,566)	(5,999)
Add: Fair value adjustments to financial assets at fair value through profit or loss	0	0	0
Add: Loss on disposal of assets	73,912	1,280	6,193
Add: Loss on revaluation of Fixed assets	0	0	0
Add: Depreciation	10,428,660	1,769,492	1,815,009
Non cash amounts excluded from operating activities	<u>10,296,089</u>	<u>1,765,206</u>	<u>1,815,203</u>

(c) Current assets and liabilities excluded from budget deficiency

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

	30 June 2026 Carried Forward	This Time Last Year 31 August 2025	Year to Date 31 August 2026
	\$	\$	\$
Adjustments to net current assets			
Less: Reserves - restricted cash	(3,696,241)	(4,276,638)	(3,753,608)
Less: Financial assets at amortised cost - self supporting loans	(113,045)	(108,410)	(113,045)
Add: Current portion of long-term borrowings	283,261	258,029	269,307
Add: Current portion of employee benefit provisions held in reserve	0	0	0
Total adjustments to net current assets	<u>(3,526,025)</u>	<u>(4,127,018)</u>	<u>(3,597,347)</u>

CURRENT AND NON-CURRENT CLASSIFICATION

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

SHIRE OF KONDININ
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 AUGUST 2026

3 EXPLANATION OF MATERIAL VARIANCES

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date Actual materially.
the material variance adopted by Council for the 2026-27 year is \$25,000 and 10% whichever is the greater.

Note	Original Annual Budget	YTD Budget (a)	YTD Actual (b)	Var. \$	Var. %
	\$	\$	\$	\$	%
Revenue from operating activities					
Grants, subsidies and contributions	831,325	424,977	457,689	32,713	8% ▲
Approved Financial Assistance Grants (FAGS) for 2026/27 higher than budget estimate.				Permanent	
Fees and charges	1,325,211	247,946	97,402	(150,544)	(61%) ▼
No billing for domestic and commercial bin charges due to delayed raising of rates notices.				Timing	
Service charges	0	0	0	0	
Interest revenue	242,105	37,419	11,918	(25,501)	(68%) ▼
Interest on reserves estimated in August should have been in September.				Timing	
Expenditure from operating activities					
Employee costs	(2,428,694)	(351,341)	(391,653)	(40,312)	(11%) ▼
Estimated to date amount lower than actual due to cpi adjustment.				Timing	
Depreciation	(10,428,660)	(1,769,492)	(1,815,009)	(45,517)	(2.6%) ▲
Underestimated budgeted depreciation on roads (non-cash).				Permanent	
Other expenditure	(282,280)	(56,483)	(26,077)	30,406	54% ▲
Actual community grants payment to date lower than anticipated.				Timing	
INVESTING ACTIVITIES					
Inflows from investing activities					
Capital grants, subsidies and contributions	3,947,005	156,064	40,000	(116,064)	(74%) ▼
RTR grant payment anticipated to date yet to receive.				Timing	
Proceeds from disposal of assets	479,000	52,000	80,909	28,909	56% ▲
Disposal of doctor's and two admin vehicles higher proceeds than estimated.				Timing	
Outflows from investing activities					
Purchase of property, plant and equipment	(1,930,054)	(130,054)	(326,828)	(196,774)	(151%) ▼
Changeover of doctor's MV anticipated to take place next month and architect's payment for Discovery Centre capitalised.				Timing	Permanent
Purchase and construction of infrastructure	(6,313,663)	(509,504)	(304,743)	204,761	40% ▲
Capital roadworks to date lower than estimated.				Timing	

SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 AUGUST 2026

4 KEY INFORMATION

Overview

Key information - graphical progressive graphs are provided on Note 5.

Statement of Financial Activity

Is presented on page 2 and shows a surplus as at 31 August 2026 of \$ 3,591,853

Items of Significance

The material variance adopted by the Shire of Kondinin for the 2026/27 year is \$25,000 or 10% whichever is the greater. A full listing and explanation of all items considered of material variance is disclosed in Note 3.

	%	Annual Budget	YTD Budget	YTD Actual
Capital Projects	Completed			
Roadworks	5%	\$ 5,590,791	\$ 509,504	\$ 304,743
Plant and Equipment	7%	\$ 1,810,000	\$ 90,000	\$ 126,819
Land and Buildings	167%	\$ 120,054	\$ 40,054	\$ 200,009
Other Infrastructure	0%	\$ 722,872	\$ -	\$ -
<i>(Details on Note 8)</i>				
Grants, Subsidies and Contributions	Collected			
Operating Grants, Subsidies and Contributions	55%	\$ 831,325	\$ 424,977	\$ 457,689
Capital Grants, Subsidies and Contributions	2%	\$ 3,828,917	\$ 156,064	\$ 80,000
		\$ 4,660,242	\$ 581,041	\$ 537,689
<i>(Details on Notes 15 & 16)</i>				
Rates <i>(% collected on Note 10)</i>	Levied			
	0.00%	\$ 3,949,993	-\$ 28	\$ -
<i>% Compares current ytd actuals to annual budget</i>				

		Last Year 31 Aug 2025	Current Year 31 Aug 2026
Financial Position			
Adjusted Net Current Assets	73%	\$ 9,842,764	\$ 7,189,199
Cash and Equivalent - Unrestricted	213%	\$ 2,035,983	\$ 4,336,343
Cash and Equivalent - Restricted	88%	\$ 4,276,638	\$ 3,753,608
Receivables - Rates	94%	\$ 276,358	\$ 259,620
Receivables - Other	29%	\$ 874,963	\$ 250,386
Payables	45%	\$ 2,282,000	\$ 1,029,510
Current Ratio = $\frac{\text{current assets minus restricted assets}}{\text{current liabilities minus liabilities associated with restricted assets}}$		5.27	3.45

Preparation

Prepared by: ccs

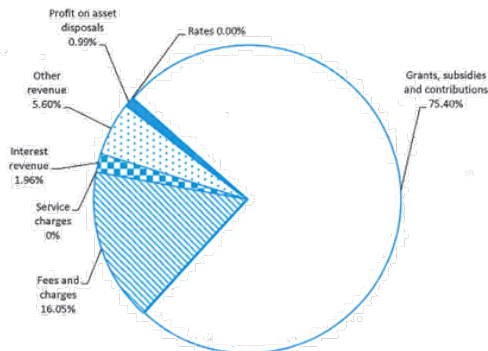
Reviewed by: mcs

Date prepared: 17/09/2026

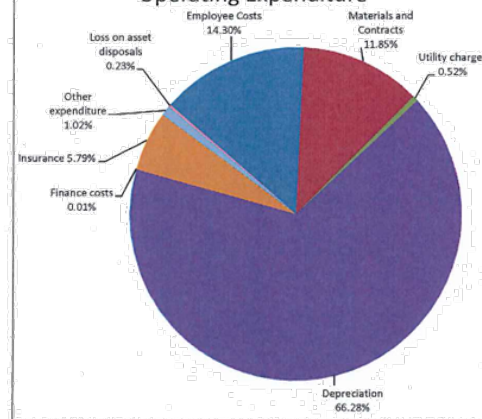
SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 AUGUST 2026

5. KEY INFORMATION - GRAPHICAL

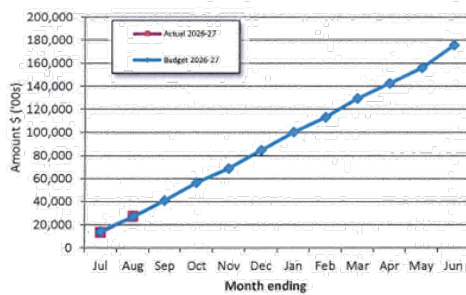
Operating Revenue



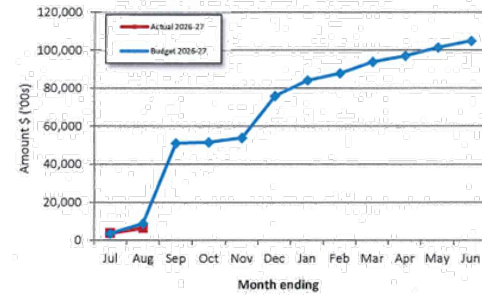
Operating Expenditure



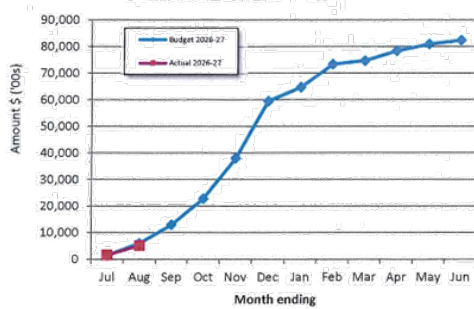
Budget Operating Expenses -v- YTD Actual



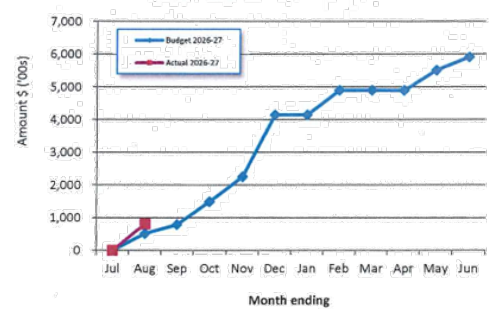
Budget Operating Revenues -v- YTD Actual



Budget Capital Expenses -v- Actual



Budget Capital Revenue -v- Actual



SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 AUGUST 2026

6 CASH AND FINANCIAL ASSETS

Description	Classification	Unrestricted	Restricted	Total Cash	Trust	Institution	Interest Rate	Maturity Date
		\$	\$	\$	\$			
(a) Cash Deposits								
Petty Cash & Float	Cash and cash equivalents	1,180	0	1,180		N/A	Nil	On Hand
Municipal Bank Account	Cash and cash equivalents	1,464,307	0	1,464,307		NAB	Variable	Cheque Acc
Overnight Cash Deposit Facility	Cash and cash equivalents	6,965	0	6,965		WATC	4.30%	At Call
Trust Bank Account	Cash and cash equivalents	0	0	0	12,696	NAB	Variable	Cheque Acc.
(b) Term Deposits								
Plant Replacement Reserve	Cash and cash equivalents	0	845,860	845,860		NAB	5.00%	07-Sep-26
Housing Reserve	Financial assets at amortised cost	0	292,798	292,798		NAB	5.35%	29-Jun-27
Employee Liability Reserve	Cash and cash equivalents	0	495,839	495,839		NAB	5.00%	14-Sep-26
Tourism Development Reserve	Cash and cash equivalents	0	160,820	160,820		NAB	5.00%	07-Sep-26
Water Infrastructure Reserve	Financial assets at amortised cost	0	9,916	9,916		NAB	5.30%	31-May-27
Community Bus Reserve	Financial assets at amortised cost	0	61,018	61,018		NAB	5.15%	18-Jan-27
Radio Reserve	Financial assets at amortised cost	0	29,937	29,937		NAB	5.15%	18-Jan-27
Landfill Reserve	Financial assets at amortised cost	0	149,122	149,122		NAB	5.30%	31-May-27
SJA Capital Upgrade Reserve	Cash and cash equivalents	0	222,538	222,538		NAB	5.00%	07-Sep-26
Medical Services Reserve	Financial assets at amortised cost	0	9,069	9,069		NAB	5.35%	29-Jun-27
Recreation Facilities Reserve	Cash and cash equivalents	0	317,269	317,269		NAB	5.00%	14-Sep-26
Roads Reserve	Cash and cash equivalents	0	41,262	41,262		NAB	5.00%	07-Sep-26
Discovery Centre Reserve	Cash and cash equivalents	0	977,706	977,706		NAB	5.00%	14-Sep-26
Office Equipment Reserve	Financial assets at amortised cost	0	140,456	140,456		NAB	5.30%	31-May-27
(c) Investments								
Term Deposit	Cash and cash equivalents	2,807,872	0	2,807,872		NAB	4.60%	07-Sep-26
Hyden LCDC Fund	Cash and cash equivalents	0	56,019	56,019		NAB	5.00%	14-Sep-26
Total		4,280,324	3,809,627	8,089,951	12,696			
Comprising								
Cash and cash equivalents		4,280,324	3,117,313	7,397,637	12,696			
Financial assets at amortised cost		0	692,314	692,314	0			
		4,280,324	3,809,627	8,089,951	12,696			

KEY INFORMATION

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

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

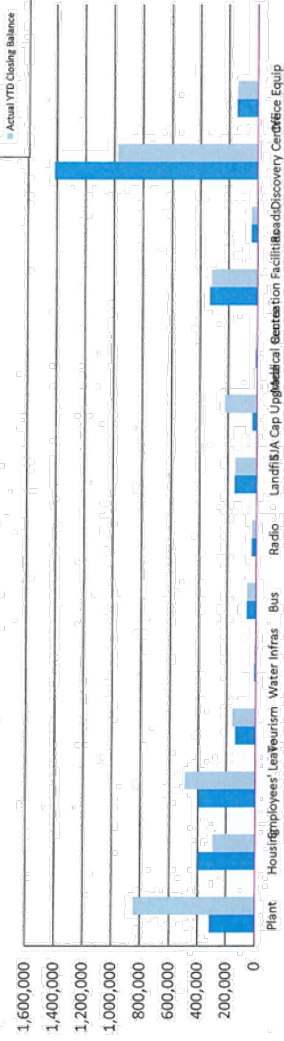
- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 AUGUST 2026

7 RESERVE ACCOUNTS

Reserve name	Budget Opening Balance	Budget Interest Earned	Original Budget Transfers In (+)	Original Budget Transfers Out (-)	Budget Closing Balance	Actual Opening Balance	Actual Interest Earned	Actual Transfers In (+)	Actual Transfers Out (-)	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Plant	845,860	34,849	0	(565,000)	315,709	845,860	0	0	0	845,860
Housing	289,232	11,916	100,000	0	401,148	289,232	3,566	0	0	292,798
Employees' Leave	495,839	20,429	0	(120,000)	396,268	495,839	0	0	0	495,839
Tourism	160,820	6,626	22,500	(50,000)	139,946	160,820	0	0	0	160,820
Water Infrs	9,796	392	0	0	10,188	9,796	120	0	0	9,916
Bus	60,560	2,422	0	0	62,982	60,560	458	0	0	61,018
Radio	29,712	1,188	0	0	30,900	29,712	225	0	0	29,937
Landfill	147,323	6,070	0	0	153,393	147,323	1,798	0	0	149,122
SJA Cap Upgrade	222,538	9,169	0	(200,000)	31,707	222,538	0	0	0	222,538
Medical Centre	8,958	358	0	0	9,316	8,958	110	0	0	9,069
Recreation Facilities	317,269	13,071	0	0	330,340	317,269	0	0	0	317,269
Roads	41,262	1,650	0	0	42,912	41,262	0	0	0	41,262
Discovery Centre	977,706	40,281	400,000	0	1,417,987	977,706	0	0	0	977,706
Office Equip	89,365	3,682	50,000	0	143,047	89,365	1,091	50,000	0	140,456
	3,696,241	152,105	572,500	(935,000)	3,485,844	3,696,241	7,367	50,000	0	3,753,608

Note 7 - Year To Date Reserve Balance to End of Year Estimate



INVESTING ACTIVITIES



Source of Funding

Source of Funding										
Assets	Account	Original Budget	YTD Budget	YTD Actual	YTD Variance	Grants & Contributions	Cash Backed Reserves	Sale of Assets	Council Contribution & Loans	Total
%		\$	\$	\$	-\$					
Land and Buildings										
Recreation And Culture										
0.00		11281	80,000	0	0		0	0	80,000	80,000
2.01		11381	40,054	80,670	(40,616)		0	0	40,054	40,054
			120,054	80,670	(40,616)		0	0	120,054	120,054
Economic Services										
		13281	0	119,339	(119,339)		0	0	0	-
Economic Services Total										
1.67			0	119,339	(119,339)		0	0	-	-
			120,054	200,009	(159,955)		0	0	120,054	120,054
Land and Buildings Total										
Plant, Equip. & Vehicles										
Governance										
0.00		04283	80,000	0	0		0	60,000	20,000	80,000
0.94		04283	45,000	42,273	2,727		0	27,000	18,000	45,000
0.94		04283	45,000	42,273	2,727		0	25,000	20,000	45,000
Governance Total										
			170,000	84,546	5,454		0	112,000	58,000	170,000
0.94			45,000	42,273	(2,727)		0	27,000	18,000	45,000
Health										
		07783	45,000	42,273	(2,727)		0	27,000	18,000	45,000
Health Total										
			45,000	42,273	(2,727)		0	27,000	18,000	45,000
Transport										
0.00		12383	45,000	0	0		0	15,000	30,000	45,000
0.00		12383	300,000	0	0		0	65,000	160,000	300,000
0.00		12383	90,000	0	0		0	30,000	60,000	90,000
0.00		12383	200,000	0	0		0	200,000	0	200,000

SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 AUGUST 2025

INVESTING ACTIVITIES

8 CAPITAL ACQUISITIONS



Percentage Year to Date Actual to Budget expenditure where the expenditure over budget highlighted in red.

Level of completion indicator, please see table at the end of this note for further detail.

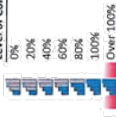
Source of Funding											
	Assets	Account	Original Budget	YTD Budget	YTD Actual	YTD Variance	Grants & Contributions	Cash Backed Reserves	Sale of Assets	Council Contribution & Loans	Total
0.00		2015 Bomag Multi Roller (KN72) replacement	12383	230,000	0	0	0	0	0	230,000	230,000
0.00		2018 Caterpillar Grader (KN81) replacement	12383	550,000	0	0	0	300,000	150,000	100,000	550,000
0.00		2018 Toro Ride on Mower (KN215) replacement	12383	50,000	0	0	0	0	10,000	40,000	50,000
0.00		2015 Toro Ride on Mower (KN9031) replacement	12383	60,000	0	0	0	0	10,000	50,000	60,000
		Transport Total		1,525,000	0	0	0	565,000	290,000	670,000	1,525,000
		Other Property & Services									
0.00		Toyota Prado (KNO) replacement	14283	70,000	0	0	0	0	50,000	20,000	70,000
		Other Prop & Services Total		70,000	0	0	0	0	50,000	20,000	70,000
0.07		Plant, Equip. & Vehicles Total		1,810,000	90,000	126,819	0	565,000	479,000	766,000	1,810,000
		Roads (Construction/Resheeting)									
		Transport									
0.00		Notting-Karlgarin Road - RCC006	12100	148,000	0	0	0	0	0	148,000	148,000
0.00		Benderling East Road - RCC014	12100	98,825	0	0	0	0	0	98,825	98,825
0.00		Fotheringham Road - RCC019	12100	87,500	0	0	0	0	0	87,500	87,500
0.00		Reservoir Road - RCC045	12100	92,000	0	0	0	0	0	92,000	92,000
0.00		Pederah East Road - RCC024	12100	70,000	0	0	0	0	0	70,000	70,000
0.00		Chalk Hill West Road - RCC064	12100	48,000	0	0	0	0	0	48,000	48,000
0.00		Kerrigan Road - RCC065	12100	100,000	0	0	0	0	0	100,000	100,000
		Hyden Mt Walker Road - RRG002	12110	692,266	0	0	692,266	461,511	0	230,755	692,266
0.01		East Hyden Bin Road - RRS140	12115	1,365,944	0	12,115	0	1,365,944	0	0	1,365,944
0.05		Hyden Norseman Road - SLR032	12120	1,732,555	350,000	84,142	265,858	732,555	0	1,000,000	1,732,555
0.00		Allen Rock Road - R2R005	12130	207,353	0	0	0	207,353	0	0	207,353
0.00		Whyte Road - R2R035	12130	96,495	0	0	0	96,495	0	0	96,495
0.00		Karlgarin South Road - R2R029	12130	155,150	0	0	0	155,150	0	0	155,150

SHIRE OF KONDININ
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FOR THE PERIOD ENDED 31 AUGUST 2026

INVESTING ACTIVITIES

8 CAPITAL ACQUISITIONS

Level of Completion Indicators



Percentage Year to Date Actual to Budget expenditure where the expenditure over budget highlighted in red.

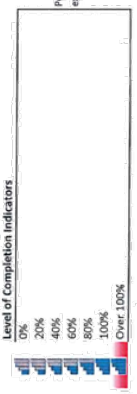
Level of completion indicator, please see table at the end of this note for further detail.

%	Assets	Account	Original Budget	YTD Budget	YTD Actual	YTD Variance	Source of Funding				
							Grants & Contributions	Cash Backed Reserves	Sale of Assets	Council Contribution & Loans	Total
0.00	Roe Road - R2R053	12130	178,750	0	0	0	178,750	0	0	0	178,750
0.00	Karlgarin Lake Road - R2R056	12130	164,920	0	0	0	164,920	0	0	0	164,920
0.68	Lake O'Connor Road - R2R142	12130	159,504	159,504	108,276	51,228	159,504	0	0	0	159,504
1.07	Kondinin-Naremburn Road - SRF146	12150	93,529	0	100,210	(100,210)	93,529	0	0	0	93,529
0.00	Shared Pathway (Hyden)	12170	172,960	0	0	0	86,480	0	0	0	86,480
0.00	Shared Pathway (Kondinin)	12170	70,000	0	0	0	35,000	0	0	0	35,000
0.00	Footpaths	12170	100,000	0	0	0	0	0	0	0	100,000
0.05	Roadworks Total		5,833,751	509,504	304,743	897,027	3,737,191	0	0	2,096,560	5,833,751
	Public Facilities / Other Infrastructure		5,833,751	509,504	304,743	897,027	3,737,191	0	0	2,096,560	5,833,751
0.00	Health										
	Medical Centre Car Park (Extend Seal)	07784	15,846	0	0	0	0	0	0	0	15,846
	Other Health Total		15,846	0	0	0	0	0	0	15,846	15,846
0.00	Depot										
	Outdoor Petio (Hyden)	12485	40,000	0	0	0	0	0	0	0	40,000
	Transport Depot Total		40,000	0	0	0	0	0	0	40,000	40,000
0.00	Swimming Areas & Beaches										
	Diving Board Replacement (Hyden Swimming Pool)	11285	40,000	0	0	0	0	0	0	0	40,000
	Swimming Areas & Beaches Total		40,000	0	0	0	0	0	0	40,000	40,000
0.00	Recreation & Culture										
	Climbing Rope & Softfall (Hyden Playground)	11385	124,232	0	0	0	0	0	0	0	124,232
	Recreation & Culture Total		124,232	0	0	0	0	0	0	124,232	124,232

SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 AUGUST 2026

INVESTING ACTIVITIES

8 CAPITAL ACQUISITIONS



Level of completion indicator, please see table at the end of this note for further detail.

%	Assets	Account	Original Budget	YTD Budget	YTD Actual	YTD Variance	Source of Funding			
							Grants & Contributions	Cash Backed Reserves	Sale of Assets	Council Contribution & Loans
0.00	Economic Services									
0.00		Wave Rock Tourist Precinct Improvement - WRTF	13283	50,000	0	0	0	50,000	0	0
0.00		Karlgarn Corben Stainless Steel Signage (ESKO3)	13284	5,343	0	0	0	0	0	5,343
0.00		Kondinin Entry Signs (ESKS)	13284	66,582	0	0	0	0	0	66,582
0.00		Airstrip Drainage to CBH Dam	13685	137,909	0	0	87,909	0	0	50,000
		Economic Services Total	259,834	0	0	0	87,909	50,000	0	121,925
0.00		Public Facilities Total	479,912	0	0	0	87,909	50,000	0	342,003
0.08		Capital Expenditure Total	8,243,717	639,558	631,571	700,253	3,825,100	615,000	479,000	3,324,617
		Capital Expenditure Total	8,243,717	639,558	631,571	700,253	3,825,100	615,000	479,000	3,324,617
		Summary Acquisitions	Annual Budget	YTD Budget	YTD Actual	YTD Variance	Grants	Cash Backed Reserves	Sale of Assets	Council Contribution - Operations
1.67	Property, Plant and Equipment									
0.07	Land and Buildings		120,054	40,054	200,009	(159,955)	0	0	0	120,054
	Plant and Equipment		1,810,000	90,000	126,819	(36,819)	0	565,000	479,000	766,000
0.05	Infrastructure		5,590,791	509,504	304,743	897,027	3,615,711	0	0	1,975,080
0.00	Roadworks		722,872	0	0	0	209,389	50,000	0	463,483
	Other Infrastructure									
		Capital Expenditure Total	8,243,717	639,558	631,571	700,253	3,825,100	615,000	479,000	3,324,617
		Capital Expenditure Total	8,243,717	639,558	631,571	700,253	3,825,100	615,000	479,000	3,324,617

SHIRE OF KONDININ
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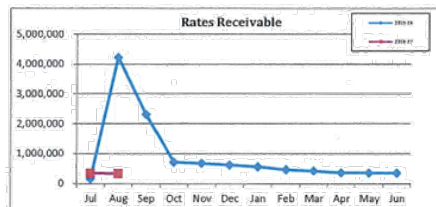
OPERATING ACTIVITIES

9 DISPOSAL OF ASSETS

Asset Number	Asset Description	Net Book		Budget		Actual			
		Value	Proceeds	Profit	(loss)	Value	Proceeds	Profit	(loss)
PLANT & EQUIPMENT									
Governance									
25001	Toyota Prado (0KN)	59,269	60,000	731	0	0	0	0	0
25004	Subaru Outback (KN04)	22,164	27,000	4,836	0	23,001	27,273	4,271	0
25052	Subaru Outback (KN52)	26,280	25,000	0	(1,280)	24,636	26,364	1,728	0
Other Health									
25054	Subaru Outback (KN54)	32,808	27,000	0	(5,808)	33,466	27,273		(6,193)
Road Plant									
19006	2020 Toyota Hilux (All Purpose) - KN49	0	15,000	15,000	0	0	0	0	0
21059	2016 Water Truck - KN59	0	75,000	75,000	0	0	0	0	0
151604	2015 Toro Z (Ride on Mower) - KN3031	811	10,000	9,189	0	0	0	0	0
18002	2018 Toro 7210 (Ride on Mower) - KN215	1,870	10,000	8,130	0	0	0	0	0
18001	2018 Caterpillar (Grader) - KN81	84,963	150,000	65,037	0	0	0	0	0
21089	2016 Isuzu - Tray Top - KN89	1,440	30,000	28,560	0	0	0	0	0
151603	2015 Bomag - Multi Roller - KN72	47,172	0	0	(47,172)	0	0	0	0
Other Property & Services									
25010	Toyota Prado (KN0)	69,653	50,000	0	(19,653)	0	0	0	0
		346,430	479,000	206,481	(73,912)	81,103	80,909	5,999	(6,193)
				BUDGET		ACTUAL			
				2026/2027		2026/2027			
Summary									
Profit on Asset Disposals				206,481		5,999			
Loss on Asset Disposals				(73,912)		(6,193)			
				132,570		(194)			

10 RECEIVABLES

Rates receivable	Current	30-Jun-26
Opening Arrears Previous Years	\$ 414,130	\$ 259,659
Rates Levied this year	0	3,950,792
Less Collections to date	(19,069)	(3,796,321)
Equals Current Outstanding	395,061	414,130
Net Rates Collectable	395,061	414,130
% Collected	5%	90%



Receivables - General	Credit	Current	30 Days	60 Days	90+ Days	Total
Receivables-general	\$(1,743)	11,925	1,837	2,722	9,872	24,613
Percentage	(7.08%)	48.45%	7.47%	11.06%	40.11%	
Balance per Trial Balance						
Sundry receivables						24,613
GST receivable						66,850
ESL and pensioners related receivables						45,095
Total Receivables General Outstanding						136,558
Amounts shown above include GST (where applicable)						

KEY INFORMATION

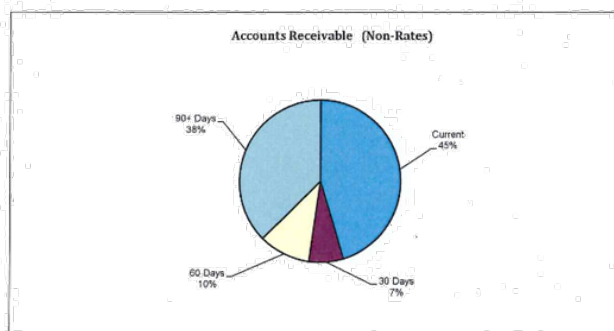
Trade and other receivables include amounts due from ratepayers for unpaid rates and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

Trade receivables are recognised at original invoice amount less any allowance for uncollectible amounts (i.e. impairment). The carrying amount of net trade receivables is equivalent to fair value as it is due for settlement within 30 days.

Classification and subsequent measurement

Receivables which are generally due for settlement within 30 days except rates receivables which are expected to be collected within 12 months are classified as current assets. All other receivables such as, deferred pensioner rates receivable after the end of the reporting period are classified as non-current assets.

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



SHIRE OF KONDININ
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11 OTHER CURRENT ASSETS

	Opening Balance 1 July 2026	Asset Increase	Asset Reduction	Closing Balance 31 August 2026
	\$	\$	\$	\$
Other current assets				
Other financial assets at amortised cost				
Financial assets at amortised cost - self supporting loans	113,045	0	0	113,045
Inventory				
Fuel and materials	40,565	27,103	(60,680)	6,988
Contract assets				
Contract assets	0	0	0	0
Total other current assets	153,610	27,103	(60,680)	120,033

Amounts shown above include GST (where applicable)

KEY INFORMATION

Other financial assets at amortised cost

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

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

Inventory

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

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

Contract assets

A contract asset is the right to consideration in exchange for goods or services the entity has transferred to a customer when that right is conditioned on something other than the passage of time.

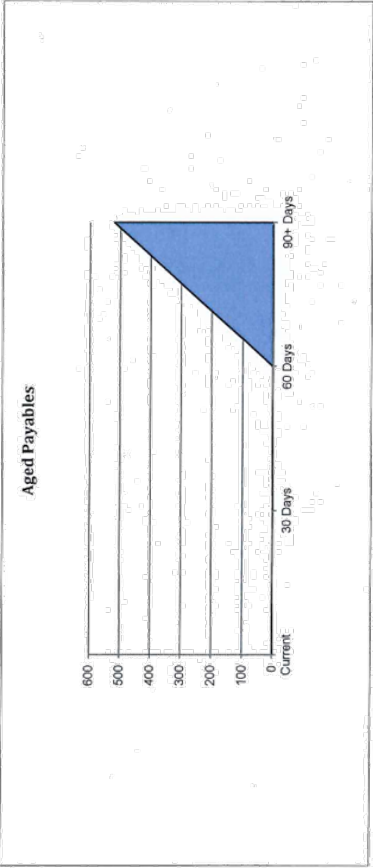
SHIRE OF KONDININ
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12 PAYABLES

Payables - General		Credit		Current		30 Days		60 Days		90+ Days		Total	
Payables - general				\$		\$		\$		\$			
Percentage		0	0	0.00%		0	0	0	0	0	0	520	
Balance per Trial Balance		0%	0.00%			0.00%	0.00%	0.00%	100.00%				
Sundry creditors													
Other payables												520	
Total payables general outstanding												266,402	
Amounts shown above include GST (where applicable)												266,922	

KEY INFORMATION

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



SHIRE OF KONDININ
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13 BORROWINGS

Repayments - Borrowings

Information on Borrowings Particulars	Maturity Date	Principal 1-Jul-26	New Loans	Principal Repayments		Principal Outstanding		Interest Repayments	
				Original Budget \$	Amended Budget \$	Actual \$	Original Budget \$	Amended Budget \$	Actual \$
Housing									
Loan #143 - WACHS Housing (20)	06/44	872,173	0	29,296	0	0	842,877	0	872,173
Community Amenities									
Loan #139 - Hyden Sewerage (20)	03/34	374,216	0	35,402	0	0	338,814	0	374,216
Loan #142 - Townsite Drainage (20)	10/38	1,273,818	0	77,301	0	0	1,196,517	0	1,273,818
Recreation & Culture									
Loan #136 - Kondinin Pool Redevelopment (20)	01/33	251,783	0	28,217	0	13,955	223,566	0	237,828
		2,771,990	0	170,216	0	13,955	2,601,774	0	2,758,035
Self supporting Loans									
Health									
Loan #141 - Kondinin Community Recr Committee*** (10)	06/34	824,309	0	79,324	0	0	744,985	0	824,309
Recreation & Culture									
Loan #134A Hyden Progress Association*** (10)	11/27	82,714	0	33,721	0	0	48,993	0	82,714
		907,023	0	113,045	0	0	793,978	0	907,023
Totals		3,679,013	0	283,261	0	13,955	3,395,752	0	3,665,058
Current borrowings		283,261							269,306
Non-current borrowings		3,395,752							3,395,752
		3,679,013							3,665,058

All loan repayments were financed by general purpose revenue.
Self Supporting loan are financed by repayments from third parties.

KEY INFORMATION

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset until such time as the asset is substantially ready for its intended use or sale.

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

SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
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14 OTHER CURRENT LIABILITIES

	Note	Opening Balance 1 July 2026 \$	Liability transferred from (to) non current \$	Liability Increase \$	Liability Reduction \$	Closing Balance 31 August 2026 \$
Other current liabilities						
Other liabilities						
- Capital grant/contributions liabilities		493,282	0	0	0	493,282
Total other liabilities		493,282	0	0	0	493,282
Employee benefit provisions						
Annual leave		218,247	0	0	0	218,247
Long service leave		169,990	0	0	0	169,990
		388,237	0	0	0	388,237
Total other current liabilities		881,518	0	0	0	881,518

Amounts shown above include GST (where applicable)

KEY INFORMATION

Provisions

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

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

Employee Related Provisions

Short-term employee benefits

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

Short-term employee benefits are measured at the (undiscounted) amounts expected to be paid when the obligation is settled.

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

Other long-term employee benefits

The Shire's obligations for employees annual leave and long service leave entitlements are recognised as employee related provisions in the statement of financial position.

Long-term employee benefits are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipate future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations.

Any remeasurements for changes in assumptions of obligations for other long-term employee benefits are presented as non-current provisions

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

Contract liabilities

An entities obligations to transfer goods or services to a customer for which the entity has received consideration (or the amount is due) from the customer.

Capital grant/contribution liabilities

Grants to acquire or construct recognisable non-financial assets to identified specifications be constructed to be controlled by the Shire are recognised as a liability until such time as the Shire satisfies its obligations under the agreement.

SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
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15 GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability				Grants, subsidies and contributions revenue		
	Liability 1 July 2026	Increase in Liability	Decrease in Liability (As Revenue)	Current Liability 31-Aug	Original Annual Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$
Grants and subsidies							
General Purpose Funding							
Grants Commission - General	0	0	0	0	300,678	75,170	101,625
Grants Commission - Road Funds	0	0	0	0	104,678	26,170	35,934
Law, Order and Public Safety							
DFES - LGGS Operating	0	0	0	0	19,330	4,833	4,833
ESL Administration Fee	0	0	0	0	4,000	0	0
Transport							
MRWA - Anywhere Road - Mitce	0	0	0	0	308,139	308,139	308,139
MRWA - Street Lighting Subsidy	0	0	0	0	4,500	0	0
Other Property & Services							
ATO - Diesel Fuel Rebate/Subsidies	0	0	0	0	90,000	10,665	7,159
TOTALS	0	0	0	0	831,325	424,977	457,689

SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 AUGUST 2026

INVESTING ACTIVITIES

16 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability			Capital grants, subsidies and contributions revenue		
	Liability 1 July 2026	Increase in Liability	Decrease in Liability (As Revenue)	Current Liability 31 August 2026	Original Annual Budget Revenue	YTD Budget Revenue
Recreation and Culture						
Transport						
RRG Grants - Capital Projects	0	0	0	0	451,511	0
DOT Grant - Shared Pathway (Hyden)	3,000	0	0	3,000	86,480	0
DOT Grant - Shared Pathway (Kondinin)	1,500	0	0	1,500	35,000	0
Grant - WSEF (Kondinin-Narembeen Rd)	93,529	0	0	93,529	93,529	0
Grant - Safer Local Road and Infrastructure Program	(547,445)	0	0	(547,445)	732,554	0
Grant - Regional Road Safety Program	942,698	0	0	942,698	1,365,944	0
R2R Grants - Capital Projects	0	0	0	0	962,172	156,064
Economic Services						
Community Water Supply Grant	0	0	0	0	87,909	0
TOTALS	493,282	0	0	493,282	3,825,100	156,064
						80,000

SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 AUGUST 2026

17 TRUST FUND

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

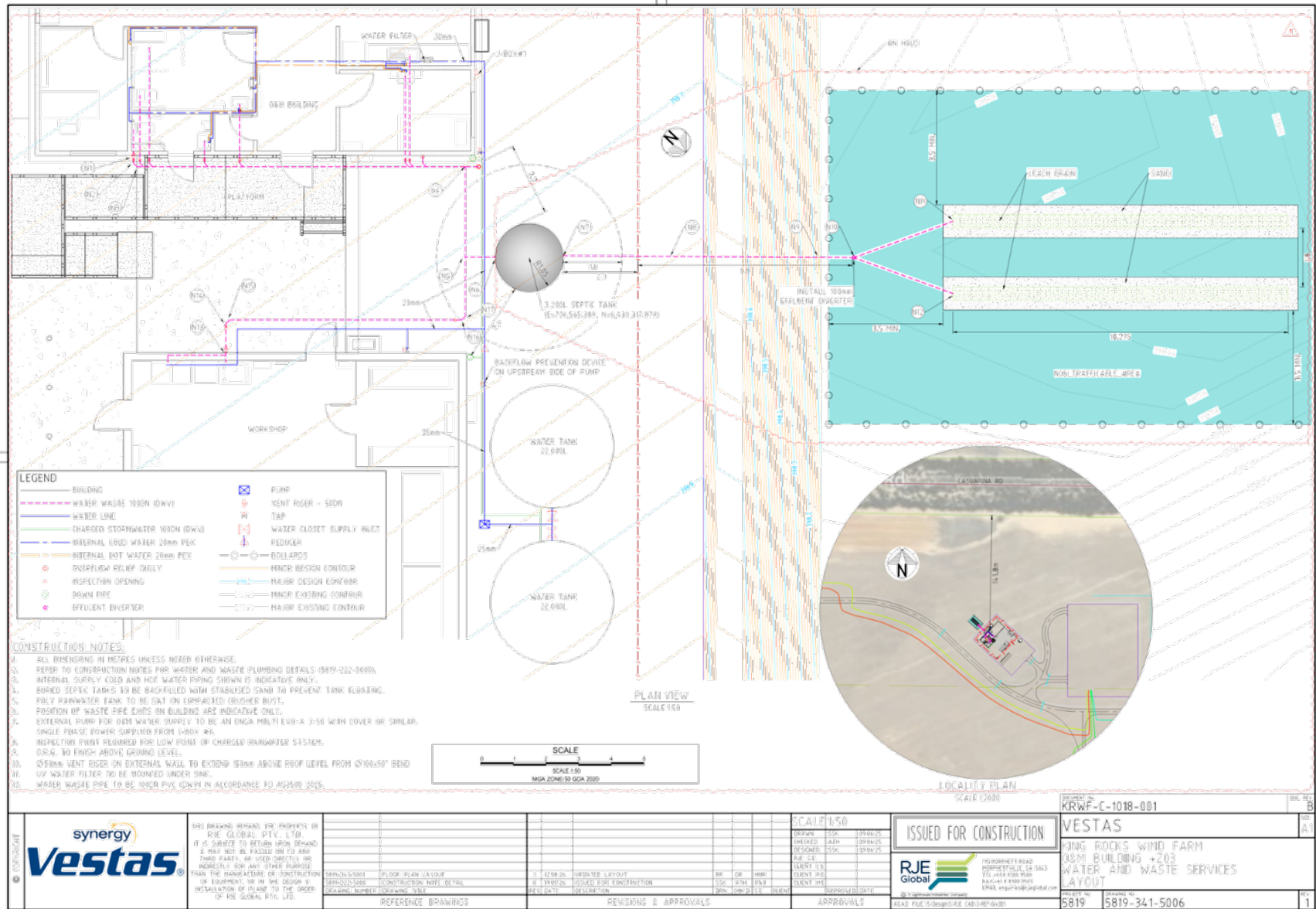
Description	Opening Balance 01 Jul 2026	Amount Received	Amount Paid	Closing Balance 31 Aug 2026
	\$	\$	\$	\$
Election Deposits	100	(100)	0	0
Staff Christmas Funds	0	0	0	0
Housing Bonds	5,744	(648)	0	5,096
Other Bonds	2,000	0	0	2,000
Miscellaneous Funds	5,600	0	0	5,600
	13,444	(748)	0	12,696

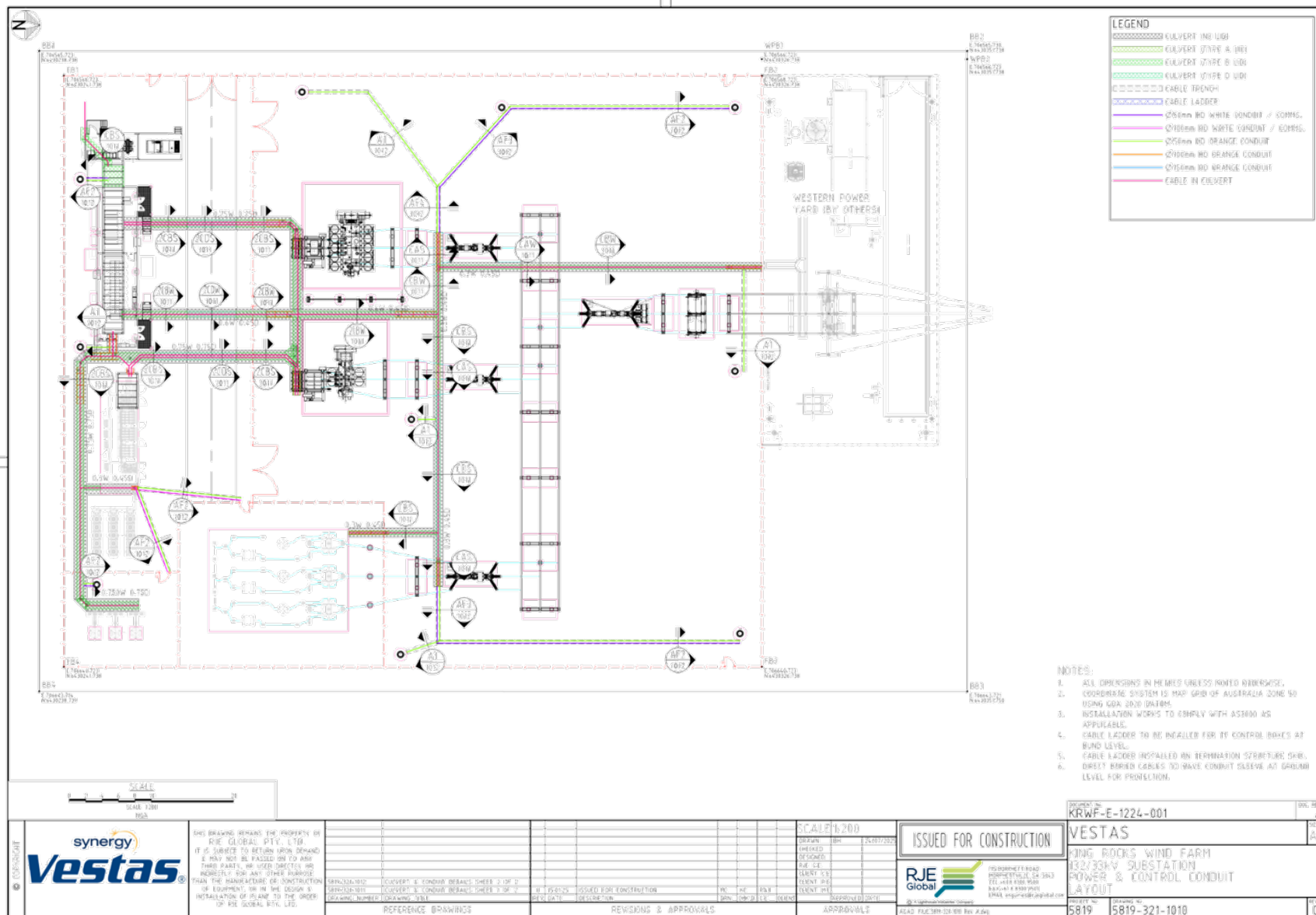
SHIRE OF KONDININ
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 AUGUST 2026

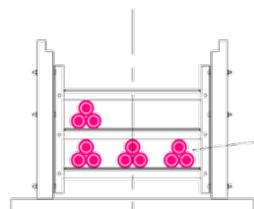
18 BUDGET AMENDMENTS

Amendments to original budget since budget adoption. Surplus/(Deficit)

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
	Budget Adoption		Opening Surplus(Deficit)	\$	\$	\$	\$
Closing Funding Surplus (Deficit)				0	0	0	0

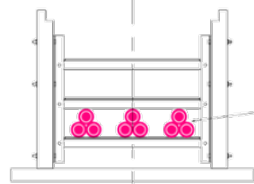






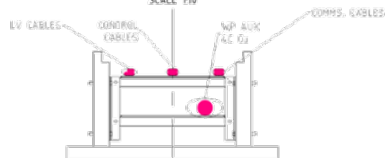
REFER 5819-321-1001 FOR
CABLE SIZE & WTY.
(CABLE TO 3000 SHOWN)

SECTION 20DS
TYPICAL CULVERT
CLASS D LID
SCALE 1:10

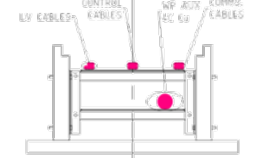


REFER 5819-321-1001 FOR
CABLE SIZE & WTY.
(CABLE TO 3000 SHOWN)

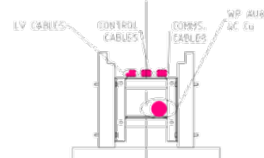
SECTION 20CBS
TYPICAL CULVERT
CLASS B LID
SCALE 1:10



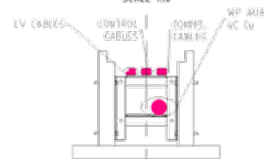
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TYPICAL CULVERT
CLASS B LID
SCALE 1:10



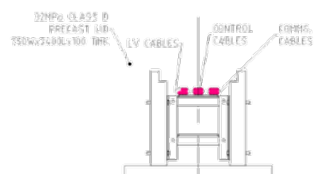
SECTION 20COW
TYPICAL CULVERT
CLASS D LID
SCALE 1:10



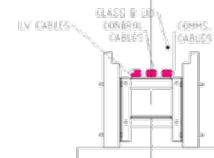
SECTION CBW
TYPICAL CULVERT
CLASS B LID
SCALE 1:10



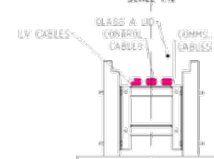
SECTION CAW
TYPICAL CULVERT
CLASS A LID
SCALE 1:10



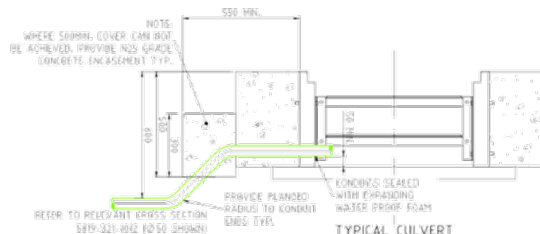
SECTION CDS
TYPICAL CULVERT
CLASS D LID
SCALE 1:10



SECTION CBS
TYPICAL CULVERT
CLASS B LID
SCALE 1:10



SECTION CAS
TYPICAL CULVERT
CLASS A LID
SCALE 1:10



NOTES:

1. ALL COMPONENTS SHALL COMPLY WITH RELEVANT AUSTRALIAN STANDARDS.
2. SECTION CBS TO BE USED FOR WESTERN POWER SERVICES.

SCALE 1:10

DATE: 24/07/2023
DESIGNED: [blank]
CHECKED: [blank]
DATE: [blank]
CLIENT: [blank]
CLIENT REF: [blank]

APPROVED: [blank]

ISSUED FOR CONSTRUCTION



150/100m E Road
Horseshoe Bend SA 5043
TEL: +61 8 838 9450
E-MAIL: info@rje-global.com.au

TYPICAL CULVERT
CONDUIT PENETRATION
PROJECT NO.
KRW-E-1225-001

DATE: 24/07/2023

SCALE: 1:10

RING ROCKS WIND FARM
132/135KV SUBSTATION
CULVERT & CONDUIT DETAILS
LAYOUT SHEET 1

5819 5819-321-1011

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INDIRECTLY FOR ANY OTHER PURPOSE
THAN THE MANUFACTURE OR CONSTRUCTION
OF EQUIPMENT OR THE DESIGN &
INSTALLATION OF PLANT TO THE ORDER
OF RJE GLOBAL PTY. LTD.

REFERENCE	DRAWINGS	REVISIONS & APPROVALS
5819-321-1001	SUBSTATION CULVERT LAYOUT	
5819-321-1002	POWER & CONTROL CONDUIT LAYOUT	
5819-321-1003	CONDUIT PENETRATION	
5819-321-1004	CONDUIT PENETRATION	
5819-321-1005	CONDUIT PENETRATION	
5819-321-1006	CONDUIT PENETRATION	
5819-321-1007	CONDUIT PENETRATION	
5819-321-1008	CONDUIT PENETRATION	
5819-321-1009	CONDUIT PENETRATION	
5819-321-1010	CONDUIT PENETRATION	
5819-321-1011	CONDUIT PENETRATION	

REFERENCE DRAWINGS

REVISIONS & APPROVALS

APPROVALS

ACAD: PRACTITIONER Ref: 2400

DATE: 24/07/2023

SCALE: 1:10

DATE: 24/07/2023

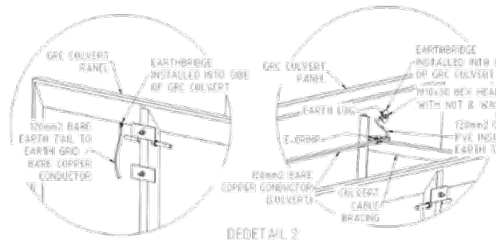
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DATE: 24/07/2023

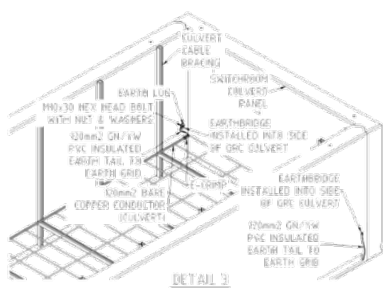
SCALE: 1:10

DATE: 24/07/2023

SCALE: 1:10



DETAIL 2
TYPICAL GRC CULVERT TO EARTH GRID CONNECTION
SCALE 1:10

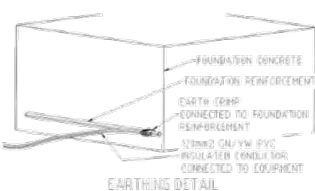


DETAIL 3
TYPICAL SWITCHROOM CULVERT TO EARTH GRID CONNECTION
SCALE 1:10

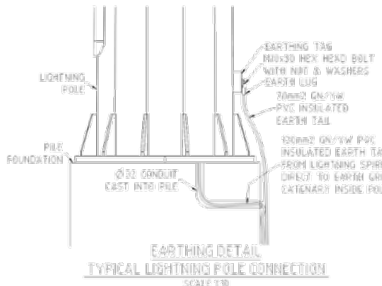
- LEGEND**
- BOLTED CONNECTION TO STRUCTURAL METALWORK
 - BRAZE WELD CONNECTION TO Cu STRAP
 - CRIMP CONNECTION SEE 250-250-01
 - CRIMP CONNECTION SEE 250-250-01
 - GRC CULVERT BULKHEAD EARTHBRIDGE CONNECTION
 - FOUNDATION BULKHEAD EARTHBRIDGE CONNECTION
 - 1000 EARTH ROD FRAME DENOTES BORE DEPTH IN METRES
 - ISOLATION PIT
 - EARTH MAT (SURFACE MOUNTED)
 - 500X2000MM GUS EARTH BAR
 - 400X2000 GUS EARTH STRAP (SURFACE MOUNTED)
 - 12mm2 BARE COPPER CONDUCTOR, BURIED AT A DEPTH OF 500mm
 - 70mm2 GY/YW PVC INSULATED COPPER CONDUCTOR
 - 12mm2 BARE COPPER CONDUCTOR (CULVERT)
 - 150mm2 GY/YW PVC INSULATED COPPER CONDUCTOR



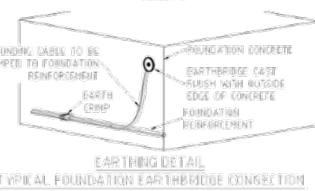
EARTHING DETAIL
TYPICAL EARTH TAG CONNECTION
SCALE 1:10



EARTHING DETAIL
TYPICAL FOUNDATION CONNECTION
SCALE 1:10



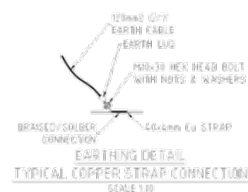
EARTHING DETAIL
TYPICAL LIGHTNING POLE CONNECTION
SCALE 1:10



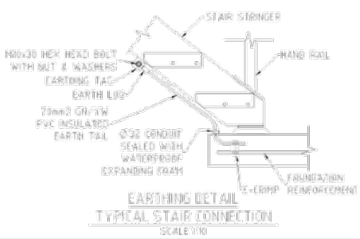
EARTHING DETAIL
TYPICAL FOUNDATION EARTHBRIDGE CONNECTION
SCALE 1:10



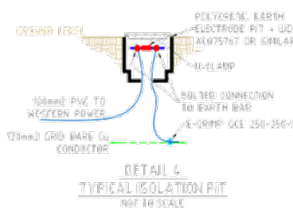
EARTHING DETAIL
TYPICAL BOLTED CONNECTION
SCALE 1:10



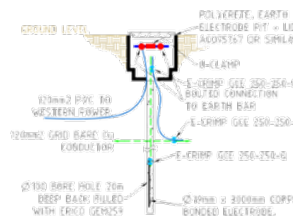
EARTHING DETAIL
TYPICAL COPPER STRAP CONNECTION
SCALE 1:10



EARTHING DETAIL
TYPICAL STAIR CONNECTION
SCALE 1:10



DETAIL 4
TYPICAL ISOLATION PIT
NOT TO SCALE



DETAIL 1
TYPICAL EARTH ROD
NOT TO SCALE

- CONSTRUCTION NOTES**
1. ALL DIMENSIONS ARE IN METRES UNLESS NOTED OTHERWISE.
 2. 100mm DEEP LOCALLY SOURCED 20mm (25mm) DEEDED BLUE METAL FLEECE OR FINES REQUIRED WITHIN EARTH GRID PERIMETER & EXTEND 100mm FROM OUTER FENCE LINE WITH EXCEEDING OF SUBSTATION ROADWAY.
 3. 12mm2 BARE COPPER CONDUCTOR TO BE USED.
 4. 15mm DIAMETER COPPER BANGED EARTH ELBOWS REQUIRED.
 5. BARE EARTH CONDUCTORS TO BE BURIED AT 500mm.
 6. JOINTS TO BE MADE WITH E-CRIMP COMPLIANT WITH IEC60364-5-524.
 7. EARTH GRID REERS AS SHOWN.
 8. ALL PRIMARY EQUIPMENT IS TO BE CONNECTED TO THE GRID USING 2x 150mm2 GY/YW PVC INSULATED CONDUCTORS. THESE RISERS MUST BE CONNECTED TO DIFFERENT SECTIONS OF THE BURIED GRID USING PARALLEL E-CRIMP USE 250-250-01.
 9. ALL EQUIPMENTAL BONDING TO STRUCTURES AT RISK OF LIGHTNING STRIKE INCLUDING FENCE BONDING, TO BE 70mm2 GREEN & YELLOW PVC INSULATED CONDUCTOR, TO BE BONDED BACK TO THE GRID USING PARALLEL E-CRIMP USE 250-250-01.
 10. FENCE BONDING TO BE 70mm2 GREEN & YELLOW PVC INSULATED CONDUCTOR.
 11. SUBSTATION FENCE TO BE BONDED TO THE EARTH GRID AT ALL GATE AND CORNER POSTS. BONDING BETWEEN CORNERS OR GATES IS TO OCCUR AT INTERVALS NOT EXCEEDING 10m. GATE POST UNDER THE VOLTAGE LINE MUST BE BONDED.
 12. ALL FOUNDATIONS ARE TO BE CONNECTED TO THE EARTH GRID BY WAY OF 2x 150mm2 GY/YW PVC RISERS WHICH ARE TO COME FROM DIFFERENT SECTIONS OF THE BURIED GRID. NOTE - NO FOUNDATION EARTHING HAS BEEN SHOWN.
 13. STRAPPED COPPER BOND TERMINATIONS ARE TO BE MADE USING TINNED COPPER LUGS WITH STAINLESS STEEL NUTS, BOLTS AND WASHERS.
 14. BARE STRAPPED CONDUCTOR (SHALL HAVE THE ENDS TAPED TO PREVENT UNRAVELLING OF THE CONDUCTOR STRANES. PRIOR TO CUTTING STRAPPED CONDUCTOR, EACH SIDE OF THE CUT SHALL BE TAPED. STAINLESS STEEL WASHERS, NUTS AND BOLTS ALL ARE STAINLESS STEEL.
 15. STAIR LANDINGS SHALL BE BONDED TO STAIR METAL WORK BY WAY OF 150mm2 GY/YW PVC TAIL.
 16. BACKFILL MATERIAL TO BE FILLED WET FROM 300mm BOTTOM OF THE BOLT TO PREVENT AIR POCKETS FORMING.
 17. ALL BOLTS, NUTS AND WASHERS ARE STAINLESS STEEL.

synergy Vestas	THIS DRAWING REMAINS THE PROPERTY OF RIE GLOBAL PTY. LTD. IT IS LOANED TO YOU FOR YOUR USE ONLY & MAY NOT BE PASSED ON TO ANY THIRD PARTY, OR USED DIRECTLY OR INDIRECTLY FOR ANY OTHER PURPOSES THAN THE MANUFACTURE OR CONSTRUCTION OF EQUIPMENT, OR IN THE DESIGN OR INSTALLATION OF PLANT TO THE ORDER OF RIE GLOBAL PTY. LTD.	OFFICE NO. 1028	DEARTH GRID 1028	REVISIONS	ISSUED FOR CONSTRUCTION	NO.	DATE	SCALE	SCALE 1:10	RJE Global 150/150mm² F1000 HOMERIDGE DR 5043 TEL +61 8 9380 9500 EMAIL: info@rie-global.com.au	ISSUED FOR CONSTRUCTION PROJECT NO: KRW-E-1227-001	Vestas RING ROCKS WIND FARM 132/35W SUBSTATION EARTHING DETAILS GENERAL ARRANGEMENT
		OFFICE NO. 1028	DEARTH GRID 1028	REVISIONS	ISSUED FOR CONSTRUCTION	NO.	DATE	SCALE	SCALE 1:10			
		REFERENCE DRAWINGS		REVISIONS & APPROVALS								

CONDITIONS OF DEVELOPMENT APPROVAL – DAP/22/02288

KING ROCKS WIND FARM

Condition No.	Condition	Status / Comment
1.	The approved development shall be undertaken generally in accordance with the plans and undertakings provided by SynergyRED and forming the Application for Development Approval as attached to this report subject to any modifications required as a consequence of any condition/s of this approval.	IN PROGRESS To be observed by Synergy.
2.	This decision constitutes planning approval only and is valid for a period of 5 years from the date of approval. If the subject development is not substantially commenced within the specified period, the approval shall lapse and be of no further effect.	COMPLETED – CONDITION MET Development approval will lapse on 15 th November 2027 if development not 'substantially commenced'. Development has substantially commenced.
3.	Pursuant to Schedule 2, clause 74 of the Planning and Development (Local Planning Schemes) Regulations 2015, further detailed plans for the proposed development shall be submitted to the Local Government.	COMPLETED – CONDITION MET 30% design prior to mobilisation: the package to include the overall site layout plan outlining the access tracks, contours, hardstands, siting arrangement of the WTG, temporary structures, environmental features i.e. proposed vegetation clearing etc) and small-scale plans outlining typical drawings. Plans in support of this condition have been endorsed by Council at its OMC 20 th August 2025, its OMC 11 February 2026 and its OMC 25 March 2026. Plans scheduled to be presented to OMC 23 September 2026. <i>80% designs (i.e. detailed designs) post mobilisation: The 80% will provide greater detail and include elevations, cross-sections and outline drainage design. – COMPLETED</i> <i>100% designs (i.e. IFC): Following 80% designs, final layout, building materials etc will be provided. –COMPLETED. All IFC have now been submitted to the Shire Administration with the final drawings and are being tabled at the Ordinary Meeting of Council on the 23 September 2026 for approval.</i>
4.	Prior to construction commencing on-site, a Construction Management Plan shall be submitted to the Local	COMPLETED - CONDITION MET

CONDITIONS OF DEVELOPMENT APPROVAL – DAP/22/02288

KING ROCKS WIND FARM

	Government for approval. Once approved the Construction Management Plan shall be implemented at all times to the satisfaction of the Local Government during the construction phase.	Construction Management Plan endorsed by Council at its Ordinary Meeting on 20 August 2025.
5.	Prior to operations commencing on-site, an Operational Management Plan shall be submitted to the Local Government for approval. Once approved the Operational Management Plan shall be implemented at all times to the satisfaction of the Local Government during the operational phase.	COMPLETED - CONDITION MET Operational Plan submitted to the Local Government via email on 13 July 2026 and was tabled at Ordinary Meeting of Council 22 July 2026 for Approval. (i) <i>APPROVES the Operational Management Plan (OMP) dated July 2026 as attached in support of Condition 5 / Advice Note 4 of development approval issued by the Mid-West/Wheatbelt JDAP at its meeting on 15 November 2022 for use not listed described as 'Wind Farm' on two freehold agricultural lots located approximately 35km north-east of the Hyden townsite and SUPPORTS any further minor amendments being made to be undertaken and approved by the Chief Executive Officer under delegation from Council, provided that the amendments do not materially alter the intent, substance and obligations or effect of the document; and</i> In respect to the Operational Management Plan, the following items are to be addressed, and an updated Plan reflecting these amendments be submitted to the Shire's Chief Executive Officer for approval. Waste Management – Include wording to confirm that all waste transported to and from the site will be securely contained during transit, and that any spills will be promptly collected and managed appropriately. Waste Management – Include wording requiring waste disposal records and controlled waste tracking documentation to be retained and made available upon request.

CONDITIONS OF DEVELOPMENT APPROVAL – DAP/22/02288

KING ROCKS WIND FARM

		Wastewater – Clarify that wastewater disposal infrastructure has the necessary approvals and will be operated and maintained in accordance with those approvals. Noise – Inclusion of a complaint investigation process, including provision for monitoring where it is warranted in response to complaints. Matter considered again by Council at Ordinary Meeting held on 19 August 2026 to correct typographical error. Amended document received via email dated 21 August 2026 and approved by Chief Executive Officer under delegation from Council on 24 August 2026.
6.	Prior to construction commencing on-site, a Traffic Management Plan including a Traffic Impact Assessment shall be submitted to the Local Government for approval. Once approved the Traffic Management Plan shall be implemented at all times to the satisfaction of the Local Government.	COMPLETED - CONDITION MET Traffic Management Plan endorsed by Council at its Ordinary Meeting on the 20 August 2025.
7.	The Proponent shall ensure the installation of any traffic warning/safety signage in relation to the approved development during the transportation, construction and decommissioning phases is to the satisfaction of the Local Government.	COMPLETED – CONDITION MET The endorsed Traffic Management Plan includes provisions for signage that the Proponent shall adhere to during all stages of the project.
8.	Prior to construction commencing on-site, a Noise Management and Monitoring Plan shall be submitted to the Local Government (upon advice from the Department of Water and Environmental Regulation) for approval. Once approved the Noise Management and Monitoring Plan shall be implemented at all times to the satisfaction of the Local Government.	COMPLETED – CONDITION MET Noise Management and Monitoring Plan was partially endorsed in principle by Council at its Ordinary Meeting on 20 August 2025, subject to the Proponent providing a Noise Compliance Test that references the WA Environmental Protection (Noise) Regulations 1997 methodologies and include procedures for identifying and assessing modulation, tonal components and impulses which is to be provided to the Local Government prior to the final design and layout

CONDITIONS OF DEVELOPMENT APPROVAL – DAP/22/02288

KING ROCKS WIND FARM

		of the development being submitted. Updated Noise Management Plan endorsed by Chief Executive Officer via delegation from Council on 2 September 2025. The Proponent is also to further address Advice Note 17 in relation to Electromagnetic Interference as resolved by Council at its Ordinary Meeting on the 20 August 2025. Chief Executive Officer confirmed 2 September 2025 that due to Advice Note only no further action required.
9.	On commencement of operations on-site a 3-year Monitoring Program for bird and bat deaths associated with the windfarm is to be developed and reported annually to the Shire of Kondinin, with data provided to the Department of Biodiversity, Conservation and Attractions. Consideration is to be given to implementing any management measures that arise	CONDITION IN PROGRESS Matter has been listed in section 3.5.3 of the Operational Management Plan as per Advice Note # 11, confirming reporting to the Local Government and the Department of Biodiversity, Conservation and Attractions during the first 3 years of operations.
10.	The Proponent shall prior to construction commencing on-site, prepare and submit a Bushfire Management Plan to the Local Government for approval. Once approved the Bushfire Management Plan shall be implemented at all times to the satisfaction of the Local Government upon advice from the Department of Fire and Emergency Services	COMPLETED - CONDITION MET Bushfire Management Plan endorsed by Council at its Ordinary Meeting on the 20 August 2025.
11.	Prior to any construction commencing on-site, a Stormwater Management Plan shall be submitted to the Local Government for approval. Once approved the Stormwater Management Plan shall be implemented at all times to the satisfaction of the Local Government.	COMPLETED - CONDITION MET Storm Water Management Plan endorsed by Council at its Ordinary Meeting on the 20 August 2025.
12.	On confirmation of the final layout and design of the Wind Turbines the Aviation Impact Assessment prepared by Aviation Projects accompanying this development application shall be updated and submitted to the Local Government for approval on advice from the Civil Aviation Safety Authority and/or Air Services Australia as necessary	COMPLETED - CONDITION MET Aviation Impact Assessment submitted to the Local Government via email on 13 July 2026 and was tabled at Ordinary Meeting of Council 22 July 2026 for Approval. (ii) <i>APPROVES the Aviation Impact Assessment dated July 2026 as attached in support of Condition 12 / Advice Note</i>

CONDITIONS OF DEVELOPMENT APPROVAL – DAP/22/02288

KING ROCKS WIND FARM

		<i>13, 14 and 15 of development approval issued by the Mid-West/Wheatbelt JDAP at its meeting on 15 November 2022 for use not listed described as 'Wind Farm' on two freehold agricultural lots located approximately 35km north-east of the Hyden townsite and SUPPORTS any further minor amendments being made to be undertaken and approved by the Chief Executive Officer under delegation from Council provided that the amendments do not materially alter the intent, substance and obligations or effect of the document.</i> In respect to the Aviation Impact Assessment, the following items are to be addressed and an updated Plan reflecting these amendments be submitted to the Shire's Chief Executive Officer for approval. Shire of Kondinin Local Planning Scheme No. 1 – Where the Scheme is cited as having been amended in 2018, update the reference to 2025 to reflect Amendment No. 9, published in the Government Gazette on 24 October 2025. Matter considered again by Council at Ordinary Meeting held on 19 August 2026 to correct typographical error. Amended document received via email dated 21 August 2026 and approved by Chief Executive Officer under delegation from Council on 24 August 2026.
13.	The Proponent is to ensure suitable potable water supply and effluent disposal facilities / infrastructure are designed, installed and maintained for the life of the development in accordance with the Local Government's requirements upon advice received from Water Corporation and the Department of Health as necessary.	COMPLETED – CONDITION MET Information to address this has been incorporated into the Construction Management Plan that was endorsed by Council at its Ordinary Meeting on 20 August 2025 and been incorporated into section 3.6 the Operational Management Plan approved by Council at its Ordinary Meeting on the 22 July 2026.
14.	All primary and ancillary infrastructure must be decommissioned and removed from the site within two (2)	IN PROGRESS

CONDITIONS OF DEVELOPMENT APPROVAL – DAP/22/02288

KING ROCKS WIND FARM

	years of cessation and operation of the development, unless the Local Government approves otherwise.	Shire Officers strongly recommend that Synergy plan well in advance for this condition to be met at the end of the project and include reference to this in the Operation Plan. Acknowledgement of this has been included in section 4 (page 31) of the Operational Management Plan dated 8 July 2026 approved by Council at Ordinary Meeting held on 22 July 2026 and to correct typographic error on 19 August 2026 and then by Chief Executive Officer, under delegation from Council on 24 August 2026.
15.	In conjunction with the decommissioning of the development, the Proponent shall rehabilitate the site to the satisfaction of the Local Government to enable broadhectare farming or other approved farming activity to resume / continue	IN PROGRESS Shire Officers strongly recommend that Synergy plan well in advance for this condition to be met at the end of the project and include reference to this in the Operation Plan. Acknowledgement of this has been included in section 4 (page 31) of the Operational Management Plan dated 8 July 2026 approved by Council at Ordinary Meeting held on 22 July 2026 and to correct typographic error on 19 August 2026 and then by Chief Executive Officer, under delegation from Council on 24 August 2026. .
16.	No signs or hoardings are to be erected in relation to the development without the separate approval of the Local Government.	IN PROGRESS To date, no signage application has been received or installed on site.
17.	Any concrete batching plant shall be setback a minimum distance of 500 metres from any boundaries shared with the subject site.	COMPLETED - CONDITION MET Detailed in plans received by Council on 20 August Ordinary Meeting and outlined in endorsed Construction Management Plan.
18.	This approval is for a maximum of 30 wind turbines where the minimum setback from any existing sensitive receptor shall be 1.8km	COMPLETED – CONDITION MET Shown in Noise Management Plan tabled on 20 August Ordinary Meeting of Council. Noise Management Plan endorsed by Chief Executive Officer via delegation from Council on 2 September 2025. Detailed drawings addressing this condition endorsed by Council at its Ordinary Meeting on 25 March 2026.

Building Regulations 2012**Schedule 4** Building work that does not require building permit

cl. 1

Schedule 4 — Building work that does not require building permit

[r. 41]

1. Areas where building permit not required for certain work

Table

Column 1 Local government district	Column 2 Area where building permit not required for building work for Class 10 building or incidental structure	Column 3 Area where building permit not required for building work for building other than Class 10 building or incidental structure
Broomehill-Tambellup	Whole district other than — (a) townsites; (b) Broomehill Suburban Lots 362, 363, 372 to 423, 427 to 432, 438, 445, 446, 603 to 605, 609 and 610; (c) Lots 17 to 24 being portion of Kojonup Location 256; (d) Kojonup Location 1671; (e) Reserves 8163, 10285, 10431 and 17230; (f) area that was district of Tambellup immediately before 1 July 2008	

Column 1 Local government district	Column 2 Area where building permit not required for building work for Class 10 building or incidental structure	Column 3 Area where building permit not required for building work for building other than Class 10 building or incidental structure
Bruce Rock	Whole district other than townsites	
Carnarvon	Gascoyne-Minilya Ward	
Corrigin	Whole district other than townsite of Corrigin	
Cranbrook	Whole district other than townsites	
Cue	Whole district other than townsites	
Cunderdin	Whole district other than townsites	
Dalwallinu	Whole district other than townsites	
Dandaragan	Whole district other than townsites	
Derby-West Kimberley	Whole district other than townsites	
Dowerin	Whole district other than townsites	

Building Regulations 2012**Schedule 4** Building work that does not require building permit

cl. 1

Column 1 Local government district	Column 2 Area where building permit not required for building work for Class 10 building or incidental structure	Column 3 Area where building permit not required for building work for building other than Class 10 building or incidental structure
Dumbleyung	Whole district other than townsites of Dumbleyung, Kukerin	
Esperance	Whole district other than (a) townsites; (b) lots measuring 10 ha or less	
Gnowangerup	Whole district other than townsites	
Greater Geraldton	Mullewa Ward other than townsites	
Jerramungup	Areas zoned rural by a local planning scheme	
Kellerberrin	Whole district other than townsites of Kellerberrin, Doodlakine and Baandee	
Kent	Whole district other than townsites of Nyabing, Pingrup	Whole district other than townsites of Nyabing, Pingrup
Kojonup	Whole district other than townsites	

cl. 1

Column 1 Local government district	Column 2 Area where building permit not required for building work for Class 10 building or incidental structure	Column 3 Area where building permit not required for building work for building other than Class 10 building or incidental structure
Koorda	Whole district other than — (a) townsites; (b) Avon location 16386	
Lake Grace	Whole district other than townsites	
Laverton	Whole district other than townsites	
Leonora	Whole district other than townsites	
Meekatharra	Whole district other than townsites	Whole district other than townsites
Menzies	Whole district other than townsites	
Merredin	Whole district other than townsites of Burracoppin, Hines Hill, Korbel, Merredin, Muntadgin, Nangeenan, Nokaning, Nukarni	
Mingenew	Whole district other than townsites	

Building Regulations 2012**Schedule 4**

Building work that does not require building permit

cl. 1

Column 1 Local government district	Column 2 Area where building permit not required for building work for Class 10 building or incidental structure	Column 3 Area where building permit not required for building work for building other than Class 10 building or incidental structure
Moora	Whole district other than townsites	
Morawa	Whole district other than townsites	
Mt Marshall	Whole district other than townsites	
Mt Magnet	Whole district other than townsites	Whole district other than townsites
Mukinbudin	Whole district other than townsites	
Murchison	Whole district	Whole district
Murray	Areas zoned rural by local laws or a local planning scheme	
Narembeen	Whole district other than townsites	
Narrogin	Areas zoned for farming purposes by a local planning scheme	
Nungarin	Whole district other than townsites	

Column 1 Local government district	Column 2 Area where building permit not required for building work for Class 10 building or incidental structure	Column 3 Area where building permit not required for building work for building other than Class 10 building or incidental structure
Perenjori	Whole district other than — (a) townsites; (b) areas subject to local planning schemes	
Port Hedland	Whole district other than townsites	
Ravensthorpe	Areas zoned general agricultural by a local planning scheme	
Sandstone	Whole district other than townsites in Sandstone Ward	Whole district other than Sandstone Ward
Tammin	Whole district other than townsite of Tammin	
Three Springs	Whole district other than townsites	
Trayning	Whole district other than townsites of Trayning, Kununoppin, Yelbeni	Whole district other than townsites of Trayning, Kununoppin, Yelbeni

Building Regulations 2012**Schedule 4**

Building work that does not require building permit

cl. 1

Column 1 Local government district	Column 2 Area where building permit not required for building work for Class 10 building or incidental structure	Column 3 Area where building permit not required for building work for building other than Class 10 building or incidental structure
Wagin	Whole district other than — (a) townsites in Town Ward; (b) Williams loc. 440, 507, 545, 618, 945, 1165 or 5330	
Wandering	Whole district other than — (a) townsite of Wandering; (b) areas zoned rural residential by local laws or a local planning scheme	
West Arthur	Whole district other than townsites	
Wickepin	Whole district other than townsites	
Williams	Whole district other than townsites	
Wiluna	Whole district other than townsite of Wiluna	

Column 1 Local government district	Column 2 Area where building permit not required for building work for Class 10 building or incidental structure	Column 3 Area where building permit not required for building work for building other than Class 10 building or incidental structure
Wongan-Ballidu	Whole district other than townsites of Wongan Hills, Ballidu, Cadoux, Kondut, Burakin	Whole district other than townsites of Wongan Hills, Ballidu, Cadoux, Kondut, Burakin
Woodanilling	Whole district other than townsite of Woodanilling	
Yalgoo	Whole district other than townsites	
Yilgarn	Whole district other than townsites	Whole district other than townsites

[Clause 1 amended: Gazette 22 Dec 2017 p. 5973-4.]

2. Kinds of building work for which a building permit is not required

In this clause —

fall prevention barrier means a barrier that a performance requirement set out in the Building Code requires to be provided where people could fall;

fence includes a fence that is, or is part of, a pool barrier;

item 13(d) building or incidental structure means any of the following —

- (a) a Class 1, Class 2 or Class 3 building;
- (b) a Class 10a building or deck if the building or deck is associated with a Class 1 building;

SCHEDULE OF SUBMISSIONS

Proposed Amendment to Schedule 4 (Clause 1) of the Building Regulations 2012

NO.	RESPONDENT	SUMMARY OF SUBMISSION	OFFICER COMMENT / RECOMMENDATION
1.	Department of Health PO Box 8172 Perth Business Centre WA 6849	The Department of Health provided the following points for consideration on the proposal. The Department of Health does not support the proposed amendment in its current form. The proposed amendment would exempt both Class 10 and non-Class 10 buildings on land zoned 'Rural' under the Shire of Kondinin Local Planning Scheme from the requirement to obtain a building permit. The Department of Health considers that these building classifications present significantly different public health risk profiles and should not be treated in the same manner. While Schedule 4 of the Building Regulations 2012 contains existing rural building permit exemptions throughout regional Western Australia, the majority apply only to Class 10 buildings and are generally limited to fixed geographic areas outside defined townsites. By contrast, the proposed amendment would link the exemption to land zoned 'Rural' under a Local Planning Scheme. The Department of Health acknowledges that the intent of rural building permit exemptions is to reduce unnecessary regulatory burden for agricultural development in remote areas. This objective may be appropriate for Class 10 buildings ancillary to genuine agricultural operations where the buildings are not	NOTED SUPPORT – Agree that Class 10 Buildings and Non-Class A Buildings present different public health risk profiles and therefore should not be treated the same. SUPPORT IN PART – note that most rural permit exemptions apply throughout Western Australia apply to Class 10 Buildings and most are limited to fixed geographic locations. i.e. most note 'whole district other than townsites'. As applied, this would generally have the same effect as noting 'for areas zoned rural', as most of the Shire of Kondinin local planning scheme area (like other like rural Shires) the area outside of the townsites is zoned rural. Some of the local government exemptions do use zoning to identify when exemptions apply. The intention of both has largely the same effect to restrict the exemption to outside of townsites. SUPPORT – Agree that exemptions should only apply to class 10 buildings.

SCHEDULE OF SUBMISSIONS

Proposed Amendment to Schedule 4 (Clause 1) of the Building Regulations 2012

NO.	RESPONDENT	SUMMARY OF SUBMISSION	OFFICER COMMENT / RECOMMENDATION
		intended for habitation, commercial activities or public access. However, the proposed amendment would also apply to non-Class 10 buildings, which may include dwellings, workplaces, tourism developments, food businesses, commercial premises, community facilities and other buildings regularly occupied by people. These developments have a substantially higher public health risk profile due to the presence of staff, patrons, visitors and residents. The Department of Health is also concerned that the proposed exemption is linked to a Local Planning Scheme zone. Unlike existing Schedule 4 exemptions, which apply to fixed geographic areas, Local Planning Schemes may be amended over time, and Rural zones can accommodate a broad range of land uses beyond agriculture. Consequently, the scope and application of the exemption could expand over time without any amendment to the Building Regulations. Although Local Planning Schemes provide an appropriate framework for regulating land use and development, planning approval and building approval perform different statutory functions. Planning processes do not replace the building regulatory framework and do not assess compliance with building standards, or all matters relevant to public health protection. The Department of Health therefore considers that the proposed exemption may result in developments proceeding without adequate assessment of issues such as human occupation, onsite wastewater management, drinking water supply, protection of	SUPPORT – Agree that exemptions should only apply to class 10 buildings for the reasons identified. SUPPORT IN PART – local government provisions in the Schedule use geographic locations and some also use zoning to identify when exemptions apply. The intention of both has the same effect to restrict the exemption to outside of townsites. Keeping the exemptions to relate to class 10 buildings only should ensure that building permits will still apply to all other land uses on rural zoned land. SUPPORT IN PART - keeping the exemptions to class 10 buildings will ensure that the framework remains in place to address all other relevant regulatory legislation. SUPPORT IN PART - keeping the exemptions to class 10 buildings only will ensure that the framework remains in place to address all other relevant regulatory legislation.

SCHEDULE OF SUBMISSIONS

Proposed Amendment to Schedule 4 (Clause 1) of the Building Regulations 2012

NO.	RESPONDENT	SUMMARY OF SUBMISSION	OFFICER COMMENT / RECOMMENDATION
		sensitive water resources and future changes in land use. Accordingly, the Department of Health recommends that: 1. Any exemption be limited to Class 10 buildings ancillary to genuine agricultural activities, consistent with most existing Schedule 4 exemptions; and 2. If exemptions for non-Class 10 buildings are proposed, a documented risk assessment should be undertaken to demonstrate that: - o existing statutory approval processes adequately address public health risks. - o current and future land uses have been considered. - o the extent of human occupation and public access has been assessed; and - o any residual public health risks can be appropriately managed. Such an assessment would complement, rather than duplicate, the role of the permit authority and building surveyor.	SUPPORT IN PART - keeping the exemptions to class 10 buildings will ensure that the existing framework remains in place to address all other relevant regulatory legislation and negate the need to development an additional assessment process.
2.	Western Power 95 William Street PERTH WA 6000	No objections or comment on the proposed amendment, however, makes the following recommendation regarding all buildings, including Class 10 buildings, are constructed in consideration with the following: 1. The development / building shall be designed and constructed to project Western Power infrastructure and interests from potential land use conflict;	NOTED – proposal will not negate the need to adhere to other relevant legislation and provisions.

SCHEDULE OF SUBMISSIONS

Proposed Amendment to Schedule 4 (Clause 1) of the Building Regulations 2012

NO.	RESPONDENT	SUMMARY OF SUBMISSION	OFFICER COMMENT / RECOMMENDATION
		2. No development / building (including drainage, fill, fencing, storage or parking) will be permitted within Western Power line and cable easements or safe clearance zones without the written approval of Western Power.	
3.	Department of Water and Environmental Regulation Swan Avon Region 7 Ellam Street VICTORIA PARK WA 6100	No objections or comment on the proposed amendment.	NOTED
4.	Building Industry Stakeholder (Practitioner)	Support exemption to apply to class 10 buildings being exempt in areas zoned rural by a local planning scheme. Advised that given like nearby local government areas have this exemption of their whole district other than townsites for class 10 buildings it is considered reasonable to include the Shire of Kondinin in the exemption.	SUPPORTED
5.	Building Industry Stakeholder (Local Business Owner)	Support exemption based on following factors: practical and sensible measure for regional areas where building projects are often affected by distance, limited availability of trades and professional services, rising material costs and delays associated with administrative processes; many building projects in regional areas are relatively low risks and requiring rigorous building processes can add unnecessary costs and stifle growth; will remove red tape and be particularly beneficial for agricultural properties and regional enterprises that often need to respond quickly to operational needs, seasonal conditions, storage requirements and maintenance demands; consider that the amendment can be supported while still maintaining safety standards and responsibility i.e. the exemption would not remove the need for responsible construction, rather it would provide a more balanced	SUPPORTED IN PART – Agree insofar as applying to class 10 buildings.

SCHEDULE OF SUBMISSIONS

Proposed Amendment to Schedule 4 (Clause 1) of the Building Regulations 2012

NO.	RESPONDENT	SUMMARY OF SUBMISSION	OFFICER COMMENT / RECOMMENDATION
		approach for lower-risk building work in regional settings.	
6.	Building Industry Stakeholder (Practitioner)	Support the exemption in part for class 10 buildings under a certain dollar value threshold based on like local government exemptions, removal of unnecessary paperwork and boost economic activity. Some concern with large overhead structures that might not meet with industry standards and become dangerous to their occupants. Recommend consideration in a combination of classification and construction costs to manage risk. Do not support the amendment to include building work other than class 10 buildings based on the following factors; All building classes from 1 to 9 have very extensive criteria under the National Construction Codes which are designed to protect human safety, amenity, health and environment; Would be challenging to meet the provisions of the National Construction Codes without requiring a building permit; Presents a significant risk to Council who could become liable for injury, death, financial losses caused by non-compliant buildings through negligence; Council need to weigh up the cost of this risk against removing the building permit requirement.	SUPPORTED IN PART – Consider that providing a value threshold in the Building Regulations could create issues as being too prescription and challenging to manage. Recommend a blanket approach for all class 10 buildings in rural zoned land would create consistency in application, similar to like Shires. SUPPORT - presents valid considerations in relation to risk and the Shire's obligations under the Building Act 2011 and the Local Government Act 1995.
7.	Building Industry Stakeholder (Practitioner)	Support the proposal in principle as would likely reduce the administration burden associated with processing low-volume rural building permit applications. However, if the Shire was to implement the exemption should be supported by appropriate administrative processes and public information so that applicants remain aware of their obligations under other legislation and development requiring assessment continue to be identified.	SUPPORTED IN PART – Supported to the extent that the exemption applies only to Class 10 buildings. Limiting the exemption to Class 10 buildings will ensure the existing regulatory framework continues to apply to all other building classes and related land uses. This approach maintains appropriate oversight while avoiding the need to develop an additional assessment or administrative process.

SCHEDULE OF SUBMISSIONS

Proposed Amendment to Schedule 4 (Clause 1) of the Building Regulations 2012

NO.	RESPONDENT	SUMMARY OF SUBMISSION	OFFICER COMMENT / RECOMMENDATION
8.	Building Industry Stakeholder (Construction Company)	Supports the proposal insofar as removal of red tape, but this needs to be balanced with some level of permits and oversight to ensure that appropriate engineering specifications are adhered to and to cover the Shire's exposure to risk. Class 10 buildings are acceptable to not requiring building permits, however anything that comprises habitable buildings and all other non-Class 10 buildings should have some level of appropriate standards around them to protect the Shire and future property owners from liability.	SUPPORTED IN PART – Supported to the extent that the exemption applies only to Class 10 buildings. Limiting the exemption to Class 10 buildings will ensure the existing regulatory framework continues to apply to all other building classes and related land uses. This approach maintains appropriate oversight while avoiding the need to develop an additional assessment or administrative process.
9.	Building Industry Stakeholder (Construction Company)	The proposed exemption from building permit requirements in rural-zoned areas is considered a practical and sensible approach. It has the potential to reduce unnecessary administrative costs and delays for rural landowners, while allowing builders to complete straightforward projects more efficiently. The proposal recognises that rural properties have different operational needs from townsites. It should, however, be implemented in a way that ensures planning requirements and other applicable regulations continue to be met, maintaining appropriate oversight while reducing unnecessary red tape.	SUPPORTED IN PART – Supported to the extent that the exemption applies only to Class 10 buildings. Limiting the exemption to Class 10 buildings will ensure the existing regulatory framework continues to apply to all other building classes and related land uses. This approach maintains appropriate oversight while avoiding the need to develop an additional assessment or administrative process.
10.	Building Industry Stakeholder (Construction Company)	Agree with the exemption for 10 building which is already supported by the recent changes made by the State Government to increase the development threshold requirement for registered builders which in many scenarios would make the proposed amendments superfluous. Do not agree with applying the exemption to non-class 10 buildings as this would bring excessive risk to the Shire resulting in unintended consequences that would not benefit the community. Moreover, applying the exemption to habitable dwellings may result in challenges for owners to obtain insurance following construction and without housing indemnity insurance during construction transferring	SUPPORT - presents valid considerations in relation to risk and the Shire's obligations under the Building Act 2011 and the Local Government Act 1995.

SCHEDULE OF SUBMISSIONS

Proposed Amendment to Schedule 4 (Clause 1) of the Building Regulations 2012

NO.	RESPONDENT	SUMMARY OF SUBMISSION	OFFICER COMMENT / RECOMMENDATION
		further risk to owners. Other issues that may arise include poor workmanship and lack of accountability.	
11.	Building Industry Stakeholder (Construction Company)	Schedule 4 is superseded by any building that will have occupation such as a workshop which makes sense as any structure that people are spending any sort of time in is well worth running through the permit considerations. Notwithstanding this, support the exemption for class 10 buildings such as water tanks, hay sheds and machinery sheds easier to build.	SUPPORT - presents valid considerations in relation to risk and the Shire's obligations under the Building Act 2011 and the Local Government Act 1995.
12.	Property Owner in Shire of Kondinin and Building Industry Stakeholder	As an experienced, qualified contractor who lives and works in the area, I oppose any reduction or relaxation of building permit requirements. Lowering these requirements would make it easier for unqualified people to carry out construction work and could lead to structural standards and building codes being disregarded. The Shire of Kondinin's proposal to remove building permit requirements in rural-zoned areas would effectively create a construction "free for all" outside the town limits. How is this fair to ratepayers living within town-zoned areas? This proposal would allow farmers to operate outside the same building codes and regulations that town residents are required to follow.	NOTED - presents valid considerations in the equitable application of the exemption throughout all areas of the Local Planning Scheme and recommend being considered as an option to Council.
13.	Property Owner in Shire of Kondinin	I support the general intent of reducing unnecessary regulatory requirements for minor Class 10 buildings and structures. However, I do not support limiting the proposed Class 10 building permit exemption only to land zoned rural under the local planning scheme. I consider that the Shire should seek an exemption for Class 10 buildings and incidental structures throughout the entire Shire of Kondinin, including within the townsites, rather than creating a distinction based solely on whether a property happens to fall inside or outside a townsite boundary.	NOTED - presents valid considerations in the equitable application of the exemption throughout all areas of the Local Planning Scheme and recommend being considered as an option to Council

SCHEDULE OF SUBMISSIONS

Proposed Amendment to Schedule 4 (Clause 1) of the Building Regulations 2012

NO.	RESPONDENT	SUMMARY OF SUBMISSION	OFFICER COMMENT / RECOMMENDATION
		The Kondinin townsite illustrates the problem particularly clearly. Rural-zoned land immediately adjoins residential properties along the western edge of the townsite, including around Repacholi Parade. There is no substantial geographical separation between these properties. A landowner immediately outside the townsite could potentially construct qualifying Class 10 buildings or structures without obtaining a building permit, while a resident only a short distance away on the opposite side of the townsite boundary would continue to require one for equivalent work. This produces an arbitrary regulatory distinction that is difficult to justify on building-safety grounds. The physical risks associated with a shed, carport or similar Class 10 structure do not fundamentally change merely because it is located immediately inside rather than immediately outside the mapped townsite boundary. The aerial photograph of Kondinin demonstrates this particularly well. Rural land directly borders existing townsite lots. Consequently, the proposed exemption could allow development immediately adjacent to town residents to be exempt from a building permit while essentially identical work undertaken by those residents remains subject to the permit process. If the Shire considers that specified Class 10 building work is sufficiently low risk to justify exemption from a building permit in rural areas, consideration should be given to whether the same rationale applies to equivalent Class 10 work elsewhere in the district. A district-wide Class 10 exemption would also provide a simpler and more consistent regulatory framework. Property owners would be subject to the same building permit requirements regardless of which side of a zoning or townsite boundary their property is located.	

SCHEDULE OF SUBMISSIONS

Proposed Amendment to Schedule 4 (Clause 1) of the Building Regulations 2012

NO.	RESPONDENT	SUMMARY OF SUBMISSION	OFFICER COMMENT / RECOMMENDATION
		This does not necessarily mean that Class 10 development would be uncontrolled. Other applicable requirements, including planning controls, setbacks, easements, structural requirements and other relevant legislation, would continue to apply where required. The proposed change concerns whether a building permit is required, rather than whether all regulatory requirements are removed. I therefore request that the Shire reconsider the proposed wording and investigate amending the proposal so that Column 2 applies to the whole of the Shire of Kondinin for appropriate Class 10 buildings and incidental structures, rather than limiting the exemption to areas zoned rural. In summary, the preferred approach would be: Class 10 buildings and incidental structures – building permit exemption applying throughout the Shire of Kondinin, subject to any appropriate limitations or conditions prescribed by the Regulations. This would provide a more equitable, logical and administratively consistent outcome for rural and townsite property owners while retaining the ability to impose appropriate limitations on the types or scale of work that may be undertaken without a building permit	

THIS AGREEMENT made the 1st day of June two thousand and eleven

BETWEEN

SHIRE OF KONDININ of Kondinin (Hereinafter called "the Shire")

AND

JAMES BOWE WEST and ROBYN PATRICIA WEST of Kondinin (Hereinafter called "the Wests")

And refers to the water bore situated on Avon Location 25921.

The Shire and the Wests agree to the following:

- (a) The bore was put down at the Shire's expense.
- (b) The Shire will fit out the bore at its own expense.
- (c) The Shire will supply two (2) one hundred and four thousand two hundred and fifty litre (104,250l) water tanks and appropriate piping to the tanks from the bore.
- (d) The Shire will supply a standpipe and provide appropriate piping from the water tanks to the standpipe.
- (e) The standpipe will be located adjacent to the Kondinin – Hyden Road and be situated in a mutually acceptable position agreed to by the Shire and the Wests and so as to have minimal impact upon the Wests farming operations.
- (f) The bore pump, water pipes, water tanks and standpipe will remain the property of the Shire at all times or as otherwise mutually agreed to at some time in the future.
- (g) The cost of reinstalling the power meter and power to the site will be borne equally between the Shire and the Wests. The Shire will be responsible for the ongoing electricity charges whilst the bore remains operational.
- (h) The water will be available to the Shire at all times for use on shire road works and other projects that it sees fit including water for the shire recreational facilities.
- (i) The water will be available to the Wests at all times for domestic water use and for their farming operations. The Wests are responsible for providing the supply from the tanks to their "home" property
- (j) In times of drought or severe water shortages the water from the standpipe shall be made available to shire farmers to supplement their water requirements.
- (k) Should the Wests , at some time in the future, on-sell Avon Location 25921 this agreement shall carryover to the new owners and remain in force until otherwise mutually agreed to.
- (l) The Shire will be responsible for monitoring water levels and salinity of the bore.

- (m) This agreement does not apply to construction of new sections of the Brookton highway without prior consent from the Wests.

The COMMON SEAL of
SHIRE OF KONDININ
Was hereunto affixed by Order of the
Council in the presence of:



Allen R Smoker
Shire President

Peter R Webster
Chief Executive Officer

Signed on: 11/6/2011

James B West

Robyn P West

Witness

Witness

This document acknowledges the agreement between the **Shire of Kondinin and James Bowe West and Robyn Patricia West** dated **1st June 2011** regarding the water bore situated at **Avon Location 25921** shall remain in place with all conditions remaining unchanged following the change in ownership to:

Willachy Pty Ltd and Wimahela Pty Ltd

The Common Seal of **Willachy Pty Ltd**
was hereunto affixed by the authority of the Directors
in the presence of:

.....
Director

.....
Director

Dated / /

The Common Seal of **Wimahela Pty Ltd**
was hereunto affixed by authority of the Directors
in the presence of:

.....
Director

.....
Director

Dated / /

The Common Seal of the
Shire of Kondinin was hereunto affixed
in the presence of:

A R Smoker
President

J R Read
Chief Executive Officer

Dated / /

THIS AGREEMENT made the 25th day of October 2022

BETWEEN

SHIRE OF KONDININ of Kondinin
(Hereinafter called "the Shire")

AND

WILLACHY PTY LTD of Kondinin
(Hereinafter called "Willachy")

And refers to the water bore situated on Lot 25921 on DP160038.

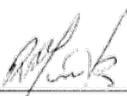
The Shire and Willachy agree to the following:

- (a) The bore was put down at the Shire's expense.
- (b) The Shire fitted out the bore at its own expense.
- (c) The Shire supplied two (2) one hundred and four thousand two hundred and fifty litre (104,250l) water tanks and piping to the tanks from the bore.
- (d) The standpipe located adjacent to the Kondinin – Hyden Road has become superfluous and can be removed and relocated by Willachy.
- (e) The bore pump, water pipes and water tanks will remain the property of the Shire or as otherwise mutually agreed to at some time in the future.
- (f) Whilst the bore remains operational the electricity charges will be borne equally by the Shire and Willachy.
- (g) Whilst the bore remains operational the servicing of the bore pump, water pipes and water tanks will be undertaken by the Shire and the cost will be borne equally by the Shire and Willachy.
- (h) Subject to notifying Willachy, the water will be available to the Shire at all times for emergency use.
- (i) The water will be available to Willachy at all times for domestic water use and for their farming operations. The landowners are responsible for providing the supply from the tanks to their "home" property.

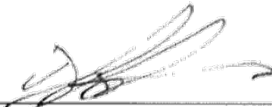
(j) Should the landowners, at some time in the future, on-sell Lot 25921 on DP160038, this agreement shall carryover to the new owners and remain in force until otherwise mutually agreed to.

(k) The Shire will be responsible for monitoring water levels and salinity of the bore.

The COMMON SEAL of
SHIRE OF KONDININ
Was hereunto affixed by Order of the
Council in the presence of:



Kent Mouritz
Shire President



David Burton
Chief Executive Officer

Signed on: 25 / 10 / 2022.



WILLACHY PTY LTD
First Representative

WILLACHY PTY LTD
Second Representative



Witness

Witness

09/03/2026

Matthew Crane

Willachy Pty Ltd

Arawana Pty Ltd

Kondinin

Shire of Kondinin

Gordon st Kondinin

Shire Councillors

I am writing in relation to discussions about discontinuing the Bore Agreement for bore situated on lot 25921 on DP160038 Owned by Willachy Pty Ltd.

The bore is an important part of infrastructure for both domestic and farming use on this property.

As such I would be amenable to purchasing from the Shire the Bore pump, Water pipes and tanks as described in the Agreement and transferring of electricity account to my trading company Arawana Pty Ltd.

The tanks are not used for my operations, however with the current plumbing they remain full at all times (unless the tank itself is drawn from) and will continue to be accessible to the Shire for Emergency use while they remain in serviceable order.

For Councils consideration Arawana Pty Ltd offer \$2200 GST inclusive for the purchase of the Bore pump, water pipes, water tanks and any other Shire owned infrastructure associated with the Bore situated on lot 25921 DP160038.

Kind Regards



Matthew Crane

Tory Young

From: Matt Crane <matthew.crane@westnet.com.au>
Sent: Monday, 7 September 2026 12:51 PM
To: Tory Young
Subject: Re: Bore at Lot 25921 Kondinin-Hyden Road, Kondinin - Council Meeting Outcome

Hi Bruce & Tory,

Thank you for the response of Council to the offer to purchase Bore infrastructure.

I don't share their assessment the offer was low or inconsiderate of the installation costs considering that the Bore is some 15 years old.

That said I am prepared to lift the offer to purchase (as described in my original offer) from \$2200 gst inclusive to \$5500 gst inclusive, I believe this to be more than fair value of an aged asset.

Sincerely

Matt Crane

On 30 Mar 2026, at 1:28 pm, Tory Young <mpd@kondinin.wa.gov.au> wrote:

Hi Matt

Please find attached letter outlining outcome of Ordinary Meeting of Council held on the 25 March 2026,

Thank you

Kind Regards

Tory

Tory Young

Manager Planning and Assets

Shire of Kondinin

PO Box 7

Kondinin WA 6367

Ph: 9889 1006

Mob. 0412 913 211

mpd@kondinin.wa.gov.au

www.kondinin.wa.gov.au

<image001.jpg>

From: Tory Young
Sent: Wednesday, 18 March 2026 4:02 PM
To: Matthew Crane <matthew.crane@westnet.com.au>
Subject: RE: Bore at Lot 25921 Kondinin-Hyden Road, Kondinin

Hi again Matt,

Further to the below, please be advised that this month's Council Meeting has been rescheduled to Wednesday 25th March 2026 where this matter will be tabled,

Kind Regards

Tory

Tory Young
Manager Planning and Assets
Shire of Kondinin
PO Box 7
Kondinin WA 6367
Ph: 9889 1006
Mob. 0412 913 211
mpd@kondinin.wa.gov.au
www.kondinin.wa.gov.au
<image001.jpg>

From: Tory Young
Sent: Thursday, 12 March 2026 8:03 AM
To: Matthew Crane <matthew.crane@westnet.com.au>
Subject: RE: Bore at Lot 25921 Kondinin-Hyden Road, Kondinin

Hi Matt

Thank you for the sending through the letter attached

The matter is being tabled for consideration at the Ordinary Meeting of Council on the 18 March 2026,

Kind Regards

Tory

Tory Young
Manager Planning and Assets
Shire of Kondinin
PO Box 7
Kondinin WA 6367
Ph: 9889 1006
Mob. 0412 913 211
mpd@kondinin.wa.gov.au
www.kondinin.wa.gov.au
<image001.jpg>

From: Matthew Crane <matthew.crane@westnet.com.au>
Sent: Monday, 9 March 2026 6:27 PM
To: Tory Young <mpd@kondinin.wa.gov.au>
Subject: RE: Bore at Lot 25921 Kondinin-Hyden Road, Kondinin

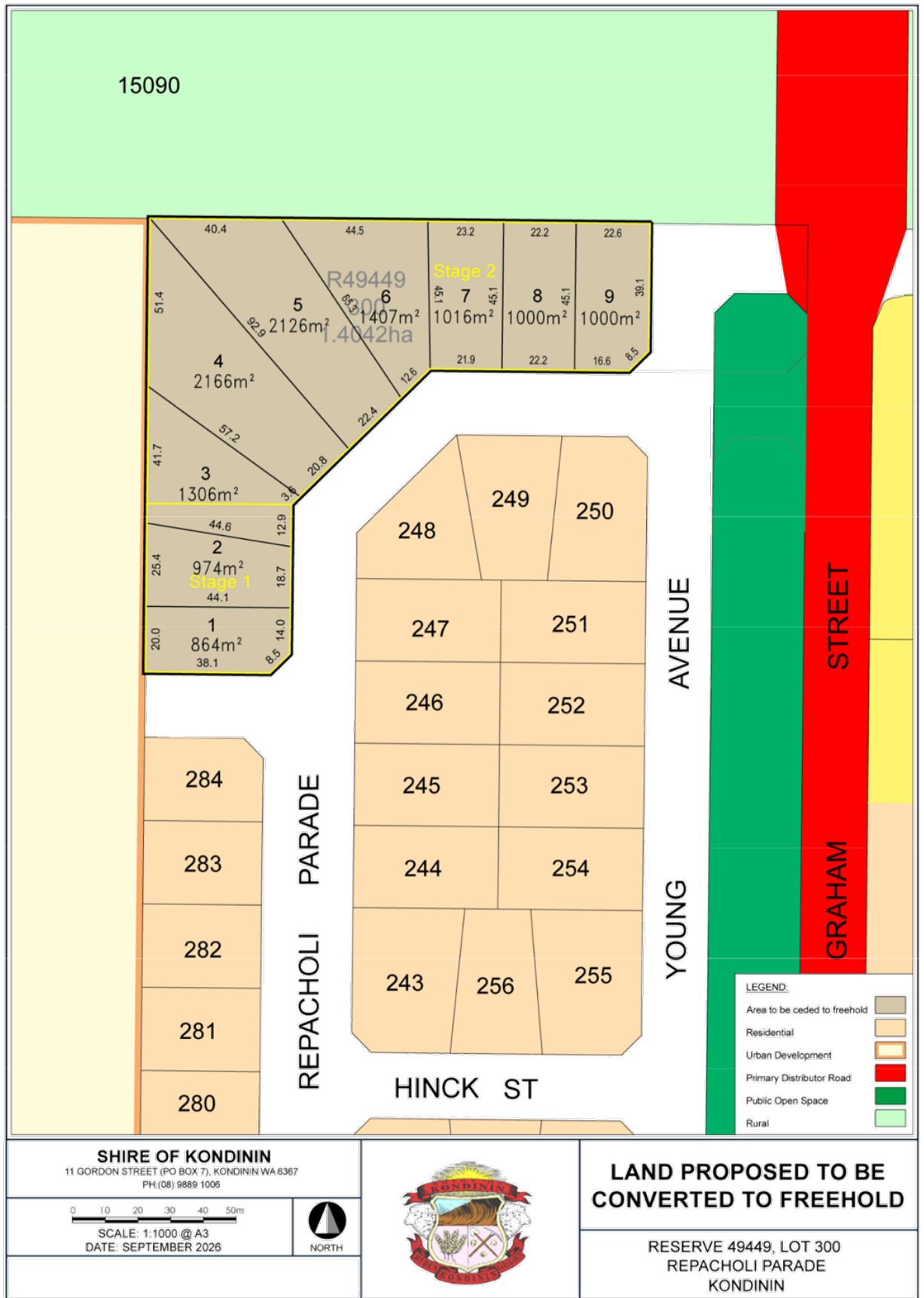
Hi Tory,

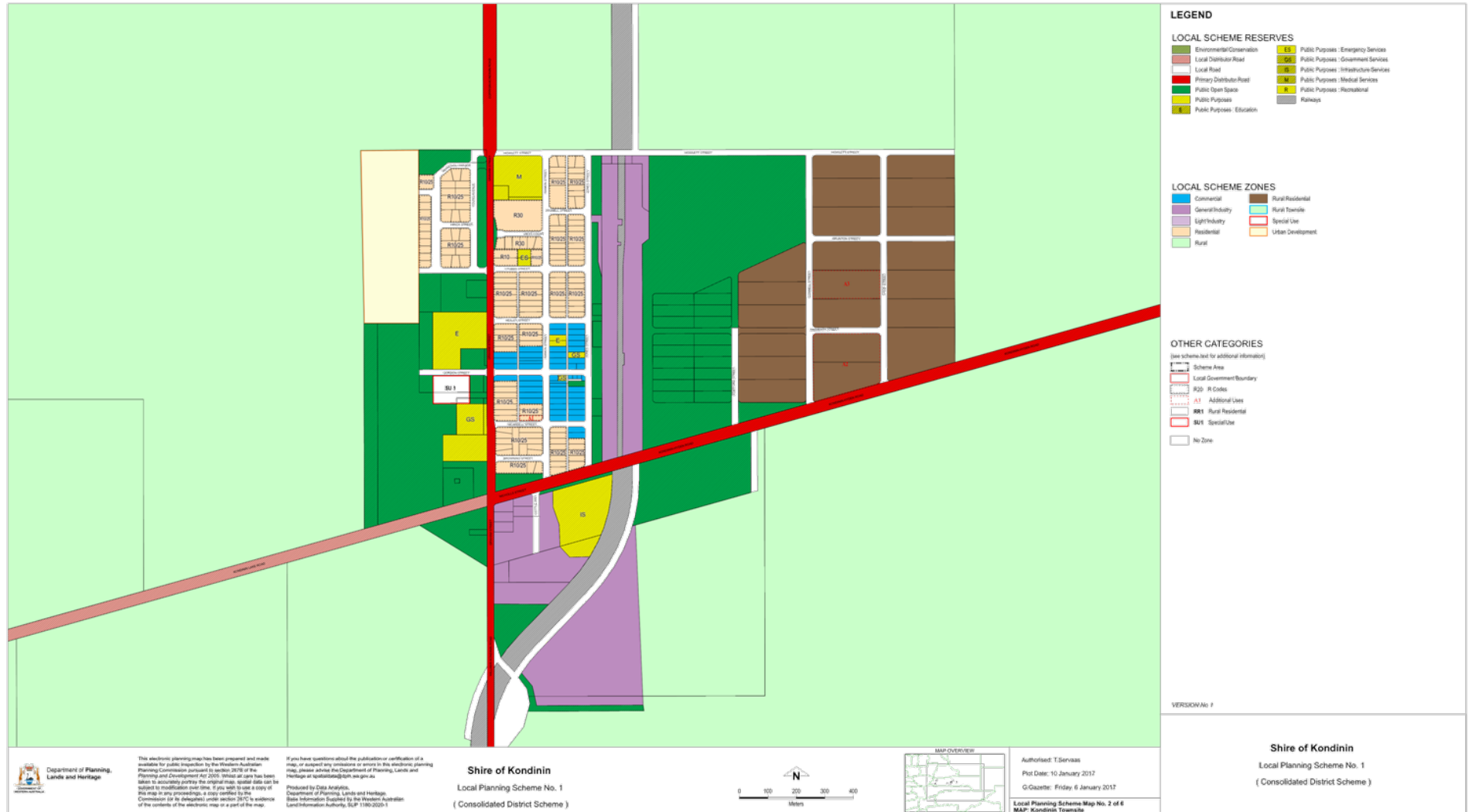
As discussed please see attached letter for Councils consideration.

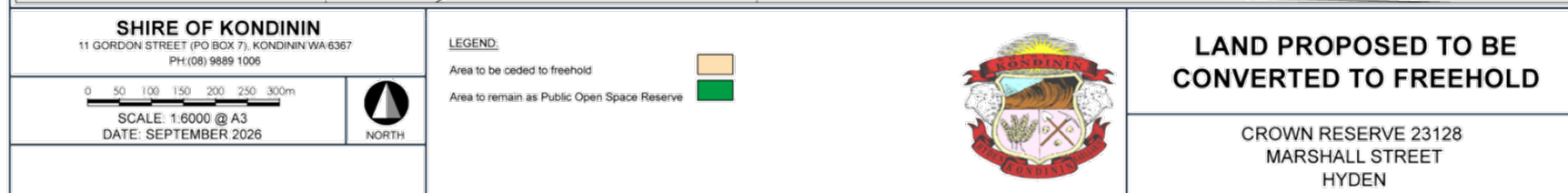
Cheers

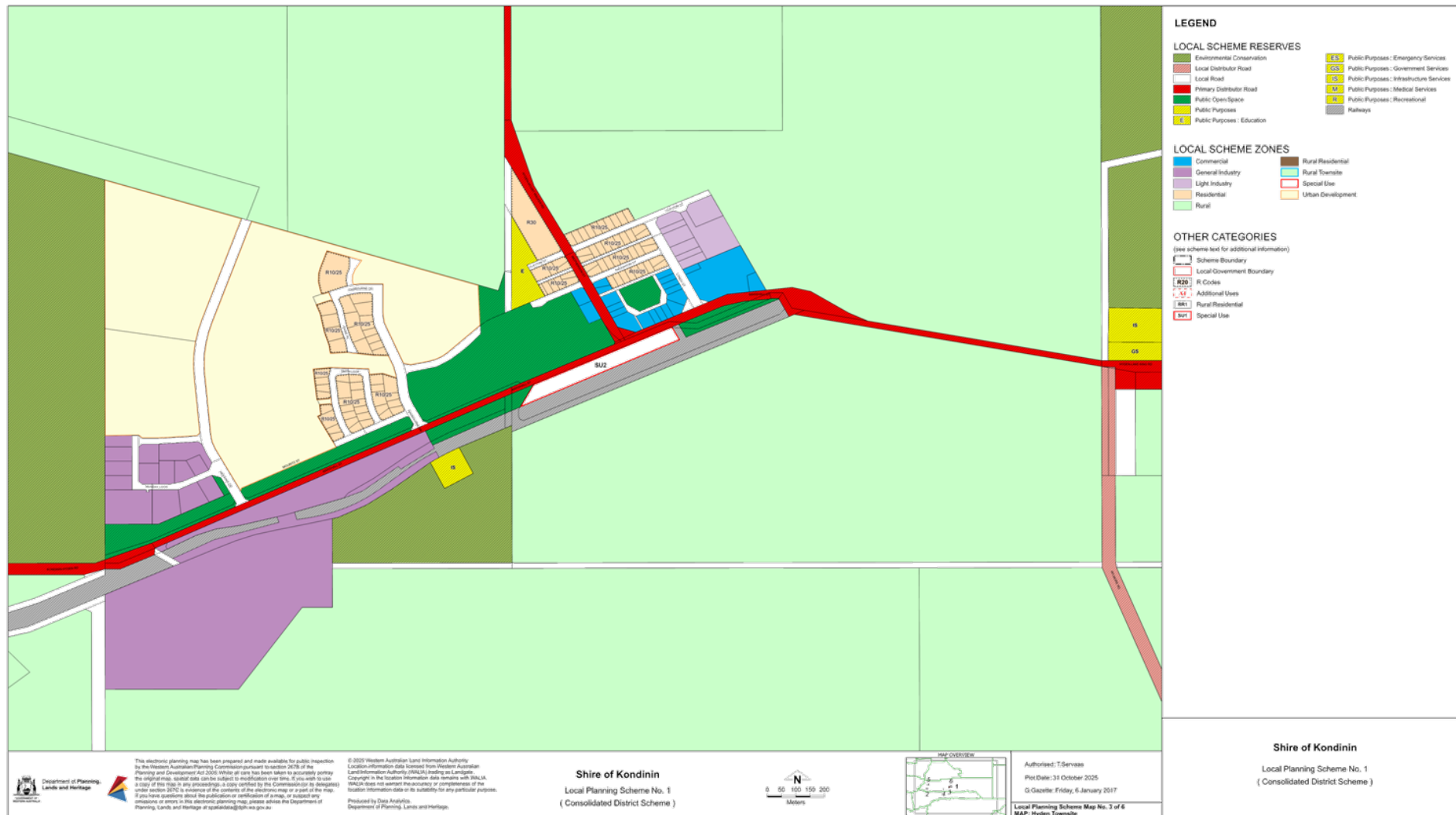
Matt

<Council Outcome - Sale of Bore & Infrastructure - 27.3.2026.pdf>









Lease – No. 46 (Lot 21), No.
48 (Lot 20) and No. 50 (Lot
19) on Reserve 31640
Federal Street, Karlgarin

Shire of Kondinin

Karlgarin Bowling Club



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Details

Parties

Shire of Kondinin

of PO Box 7, Kondinin WA 6367
(Lessor)

Karlgarin Bowling Club

of 46 Federal Street, Karlgarin
(Lessee)

Background

- A The Land is reserved to the crown under Reserve 31640 and is vested in the Shire under management order for the designated purpose of 'Recreation and Bowling Green'.
- B The Shire has the power to lease, sublease or licence the land which comprises Reserve 31640 for the designated purpose of 'Recreation and Bowling Green' for any term not excess twenty-one (21) years subject to the consent of the Minister.
- C The Lessor has agreed to Lease.

Agreed terms

1. Definitions

In this Lease, unless otherwise required by the context or subject matter:

Adjoining Land means Lot 18 & Lot 22 on DP 205013 Federal Street, Karlgarin;

Amounts Payable means the Rent and any other money payable by the Lessee under this Lease;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule;

Contaminated Sites Act means the *Contaminated Sites Act 2003* (WA);

Contamination has the same meaning as the word "contaminated" in the Contaminated Sites Act;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Further Term means each further term specified in **Item 3** of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at **Item 1(a)** of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee's Agents includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Leased Premises by the authority of a person specified in paragraph (a);

Lessee's Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by any person other than the Lessor;

Lessor's Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

Lessor's Fixtures and Fittings means any fixtures and fittings existing on the Premises at the Commencement Date;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Party means the Lessor or the Lessee according to the context;

Permitted Purpose means the Permitted Purpose stated in **Item 7** of the Schedule;

Premises means the premises described at **Item 1(b)** of the Schedule;

Rent means the rent specified in **Item 5** of the Schedule;

Schedule means the Schedule to this Lease;

Term means the term of years specified in **Item 2** of the Schedule and any Further Term where the context permits; and

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over.

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;

- (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
- (ix) both express and implied provisions; and
- (x) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (xi) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (xii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- (xiii) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally and may be enforced against any one or more of them.

3. Grant of lease

The Lessor leases to the Lessee the Premises for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Lessee's Covenants.

4. Quiet enjoyment

Except as provided in the Lease, for so long as the Lessor is registered as the proprietor in fee simple in the Land, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

5. Rent and other payments

5.1 Rent

The Lessee must pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

5.2 Outgoings

- (1) The Lessee must pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
 - (a) local government charges for rubbish and garbage removal;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
 - (d) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 5.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

5.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, the Lessee must pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

5.4 Costs

- (1) The Lessee must pay to the Lessor on demand:
 - (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
 - (b) all registration fees in connection with this Lease; and
 - (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (2) The Lessee must pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
 - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents;

- (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
- (d) any work done at the Lessee's request; and
- (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 5.4** or any matter arising out of this Lease.

5.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

6. Rent Review

6.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

6.2 Methods of Review

The review will be either based on CPI or a Market Review. The basis for each rent review is as identified for each Rent Review Date in **Schedule 1 Item 6** of the Schedule.

6.3 CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 6.4**.

6.4 Market Rent Review

- (1) A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the parties and failing agreement, will be determined in accordance with the following provisions.
- (2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties. The parties will be entitled to make submissions to the Valuer.

- (4) In this **clause 6**, “current market rent” means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use for which the Premises is permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:

- (a) any improvements made or effected to the Premises by the Lessee; and
- (b) any rent free periods, discounts or other rental concessions.

6.5 Rent will not decrease

Notwithstanding the provisions in this clause, the Rent payable from any Rent Review based on CPI Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

6.6 Lessor's right to review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

7. Insurance

7.1 Insurance required

The Lessee must effect and maintain with insurers approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interest in the Premises) for the time being:

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value;
- (c) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary;
- (d) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises; and
- (e) any other policy of insurance which the Lessor may reasonably require or specify from time to time.

The Lessor must effect and maintain with insurers:

- (f) adequate public liability insurance for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim or such greater amount as maybe required from time to time reasonably required;
- (g) policies of insurance in relation to any risk relating to Lessor's ownership or interest in the Land and the Premises including all buildings and improvements to their full insurable value;

- (h) policies of insurance in relation to bowling green facilities and improvements to their full insurable value.

7.2 Details and receipts

In respect of the insurances required by **clause (e)** the Lessee must:

- (a) upon renewal of any insurance policy immediately forward to the Lessor copies of Certificates of Currency and details of the insurances as held by the Lessee;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

7.3 Payment of excess on insurance

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 1.1(1)(e)**.

7.4 Not to invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under **clause (e)** on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

7.5 Report

Each Party must report to the other promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

7.6 Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause (e)**.

7.7 Lessor as attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (a) in respect to all matters and questions which may arise in relation to any insurances required by **clause (e)**;

- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause (e)**;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

8. Indemnity

8.1 Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of a freehold estate in the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

8.2 Indemnity

The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of:

- (a) any loss whatsoever (including loss of use);
 - (b) injury or damage of, or to, any kind of property or thing; and
 - (c) the death of, or injury suffered by, any person,
- caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:
- (d) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
 - (e) any work carried out by or on behalf of the Lessee on the Premises;
 - (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
 - (g) the presence of any Contamination, pollution or environmental harm in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
 - (h) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
 - (i) an act or omission of the Lessee or the Lessee's Agents.

8.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the

Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 8.2** will be reduced by the extent of such payment;

- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

8.4 No indemnity for Lessor's negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

8.5 Release

- (1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
- (b) releases to the full extent permitted by law, the Lessor from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by;
 - (ii) loss of or damage to the Premises or personal property of the Lessee; and
 - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Premises or surrounding area,

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9. Casual Hire of Premises

9.1 Casual Hire Only

The Lessee may hire out the Premises or any part thereof on a casual basis only PROVIDED:

- (a) such use is consistent at all times with the Permitted Purpose;
- (b) the Lessee ensures any hirer complies strictly with the relevant terms of this Lease; and
- (c) the Lessee complies at all times with any casual hire policy of the Lessor provided to the Lessee.

9.2 Lessee remains responsible for Premises at all times

The Lessee ACKNOWLEDGES that at all times, including when the Premises are hired to a third party, it remains responsible for the Premises, including without limitation any damage that may be caused or occurs during any hire period.

10. Limit of Lessor's liability

10.1 No liability for loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

10.2 Limit on liability for breach of Lessor's covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is registered as the proprietor in fee simple in the Premises.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

11. Maintenance, repair and cleaning

11.1 Maintain in Good Repair

The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings and any appurtenances) in Good Repair.

11.2 Prevent erosion

The Lessee must take such reasonable action as is necessary to:

- (a) prevent, if it has occurred as a result of the Lessee's use of the Premises; and
- (b) rectify or otherwise ameliorate,

the effects of erosion, drift or movement of sand, soil, dust or water on or from the Premises.

11.3 Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from rubbish and keep all trade waste and garbage in proper receptacles.

11.4 Repair

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.

11.5 Responsibility for Securing the Premises

The Lessee must ensure the Premises, including the Lessor's Fixtures and Fittings, are appropriately secured at all times. The Lessee shall provide the Lessor with the Lessor's own key to access the Premises.

11.6 Maintain surroundings

- (1) The Lessee must regularly inspect and maintain in good condition any flora, gardens, lawns, shrubs, hedges and trees.
- (2) If any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense.
- (3) The Lessee must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require.
- (4) The Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

11.7 Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

11.8 Pest control

The Lessee must use reasonable endeavours to keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

12. Use

12.1 Restrictions on use

(1) Generally

The Lessee must not and must not suffer or permit a person to:

- (a) use the Premises or any part of it for any purpose other than the Permitted Purpose; or
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

(2) No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

(3) No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises anything which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

(4) No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

(5) No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

(6) No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

(7) Consumption of alcohol

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

(8) Sale of Alcohol

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988*, *Food Act 2008*, *Liquor Control Regulations 1989* and any other relevant written laws that may be in force from time to time.

(9) No pollution

The Lessee must do all things necessary to prevent pollution or Contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants. The Lessee must immediately remediate any pollution or Contamination of the Premises caused by an act or omission of the Lessee or the Lessee's Agents to the satisfaction of the Lessor.

(10) Food Handling

The Lessee shall ensure that any handling of food at the Premises complies with the *Food Act 2008 (WA)*, *Food Regulations 2009 (WA)* and any relevant standards of the Australian New Zealand Food Standard Code. This includes the requirement to notify or register the food business under the *Food Act 2008 (WA)*.

12.2 No warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or

- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

12.3 Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

12.4 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 12**.

13. Alterations

13.1 Restriction

The Lessee must not without prior written consent from the Lessor or from any other person from whom consent is required under this Lease or under a written law:

- (a) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
- (b) subject to the performance of the Lessee's obligations in **clause 11** remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

13.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 13.1** the Lessor may grant its consent subject to conditions and:
 - (c) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (d) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
- (2) If the Lessor consents to any matter referred to in **clause 13.1**:
 - (a) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (b) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

13.3 Cost of Works

All works undertaken under this **clause 13** will be carried out at the Lessee's expense.

13.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
 - (b) permit the Lessor to carry out those other works at the Lessee's expense,
- in accordance with the Lessor's requirements.

14. Lessor's right of entry

14.1 Entry on Reasonable Notice

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a) at all reasonable times;
- (b) with or without workmen and others; and
- (c) with or without plant, equipment, machinery and materials,

for each of the following purposes:

- (d) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
- (e) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
- (f) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
- (g) to do all matters or things to rectify any breach by the Lessee of any term of this Lease, but the Lessor is under no obligation to rectify any breach and any rectification is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

14.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 14.1(g)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

15. Statutory obligations and notices

15.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;

- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 12**;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

15.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 15.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 15.1**.

16. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

17. Default

17.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 14 days after a Notice has been given to the Lessee that an amount is outstanding;
- (b) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) where the Lessee is an association which is incorporated under the *Associations Incorporation Act 2015*, the association is wound up whether voluntarily or otherwise;
- (d) where the Lessee is an association which is incorporated under the *Associations Incorporation Act 2015*, the Lessee passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (e) where the Lessee is an individual, the Lessee dies or becomes of unsound mind, or is declared bankrupt;

- (f) where the Lessee is a partnership, the Lessee having a change in its constitution;
- (g) an application is made to a court for the Lessee to be wound up;
- (h) the appointment of a controller under section 9 of the *Corporations Act 2001* of any of the Lessee's assets;
- (i) the Lessee becomes an insolvent under administration under section 9 of the *Corporations Act 2001*;
- (j) the Lessee proposes to enter into or enters into any form of arrangement with any of its creditors;
- (k) the Lessee is unable to pay all its debts when they become due, it fails to comply with a statutory demand under section 459F of the *Corporations Act 2001*, or it is deemed to be unable to pay its debts under section 585 of the *Corporations Act 2001*;
- (l) a meeting is convened to place the Lessee in voluntary liquidation or to appoint an administrator;
- (m) a mortgagee takes possession of the property of the Lessee under this Lease;
- (n) any execution or similar process is made against the Premises on the Lessee's property;
- (o) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for a six-month period; or
- (p) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

17.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 17.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 20**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

17.3 Lessor may remedy breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

17.4 Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

17.5 Essential Terms

Each of the Lessee's Covenants in **clauses 5** (Rent and Other Payments), **7** (Insurance), **8** (Indemnity), **11** (Maintenance, Repair and Cleaning), **12** (Use), **24** (Assignment, Subletting and Charging) and **29** (Goods and Services Tax), is an essential term of this Lease but this clause **17.5** does not mean or imply that there are no other essential terms in this Lease.

17.6 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in **clause 17.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease; and
- (e) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

18. Damage or destruction of Premises

18.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 2012* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the aware appears to have been overpaid.

18.2 Total Damage or Destruction

If the premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either party may be notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this lease. The term will terminate upon such notice being given and the Lessee must vacate the premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

19. Option to renew

If the Lessee at least one month, but not earlier than 12 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 19** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

20. Holding over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.

21. Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease fair wear and tear excepted.

22. Yield up the premises

22.1 Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease; and
- (b) surrender to the Lessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

22.2 Clause 22.1 to survive termination

The Lessee's obligation under **clause 22.1** will survive termination.

23. Removal of property from Premises

23.1 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the Parties, the Lessee must remove from the Premises:

- (a) any chattels, stock or goods belonging to the Lessee which do not comprise fixtures or fittings attached to the Premises; and
- (b) any fixtures, fittings or alterations installed by the Lessee that the Lessor directs the Lessee to remove,

(Lessee's Property)

and promptly make good, to the satisfaction of the Lessor, any damage caused by such removal.

23.2 Lessor can remove property on re-entry

If the Lessee fails to remove the Lessee's Property in accordance with **clause 23.1** within fourteen (14) days from the determination of the Term, the Lessor may at its option:

- (a) cause any of the Lessee's Property to be removed and stored or disposed of at the cost of the Lessee and any such damage to be made good and any such alterations to be so re-altered and may recover the costs thereof from the Lessee as a liquidated debt payable on demand; or
- (b) elect to treat the Lessee's Property to be deemed abandoned by the Lessee and such property shall then be and become the property of the Lessor absolutely.

24. Assignment, Subletting and Charging

24.1 No assignment or sub-letting without consent

The Lessee must not assign the leasehold estate in the Premises nor Sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of:

- (a) the Lessor, which may be withheld in the absolute discretion of the Lessor or granted subject to such conditions deemed fit by the Lessor; and

- (b) any other persons whose consent is required under the terms of this Lease or at law.

24.2 Property Law Act 1969

Sections 80 and 82 of the *Property Law Act 1969* are excluded.

24.3 Costs for assignment and sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
- (b) any consents required under this Lease or at law;
- (c) preparation of a deed of assignment or sub-letting by the solicitors of the Lessee; and
- (d) all other matters relating to the proposed assignment or sub-letting,

whether or not the assignment or sub-letting proceeds.

24.4 No mortgage or charge

The Lessee must not mortgage nor charge the Premises without the written consent of the Lessor, which may be withheld or granted in the absolute discretion of the Lessor.

25. Disputes

25.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's Representative as nominated in writing by the Lessor from time to time (**the Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Lessee or such other period of time as is agreed to by the parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**the Original Meeting**).

25.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 25.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and the President of the Lessee for the purpose of resolving the dispute.

25.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 25.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

25.4 Payment of Amounts Payable to Date of Award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the

Arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies paid

26. Prior notice of proposal to change rules

The Lessee agrees that it will not change its rules of association under the *Associations Incorporations Act 2015* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

27. Provision of information

The Lessee agrees to provide to the Lessor:

- (a) a copy of the Lessee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders during the Term; and
- (c) any information reasonably required by the Lessor.

28. Caveat

28.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

28.2 CEO & Lessor as attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:

- (a) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (b) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (c) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

28.3 Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause.

28.4 Indemnity

The Lessee indemnifies the Lessor against:

- (a) any loss arising directly from any act done under this clause, and
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

29. Goods and Services Tax

29.1 Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

29.2 Lessee to pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to in **clause 29.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

29.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 29.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

29.4 No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

29.5 Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

29.6 Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

29.7 Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

30. No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any Written Law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

31. Commercial Tenancy Act

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

32. Acts by agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

33. Governing law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

34. Statutory powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

35. Notice

35.1 Form of delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally;

- (b) by addressing it to the Party and leaving it at or posting it to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other;
- (c) by addressing it to the Party and emailing it to the email address appearing in this Lease or any other email address nominated by a Party by Notice to the other.

35.2 Service of Notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 35.4**, at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in **clause 35.4**, on the fourth Business Day following the date of posting of the Notice;
- (d) if by email, when despatched by email to an email address specified in **clause 35.4** of this Lease unless the time of dispatch is not on a Business Day or after 5 pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day.

35.3 Signing of Notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO of that local government;
- (d) if given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association;
- (e) if given by the Lessor, by the representative of the Managing Agent; or
- (f) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

35.4 Notice Details

For the purposes of this **clause 35**, the address and email of the parties for the service of notices are as set out in **Item 9** of the Schedule.

36. Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

37. Variation

This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.

38. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

39. Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

40. Payment of money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

41. Waiver

41.1 No general waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

41.2 Partial exercise of right power or privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

42. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 10** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

Schedule

Item 1 Land and Premises

(a) Land

Lots 19, 20 and 21 on Diagram Plan 205013 being the whole of the land comprised in Certificate of Title Volume 3177 Folio 217, Certificate of Title Volume 3021 Folio 325 and Certificate of Title Volume 3177 Folio 218 comprising the whole of the land in Reserve 31640 as shown in Annexure 1 – Plan of Premises.

(b) Premises

The whole of the Land together with all buildings, structures, alterations, additions and improvements on the Land (if any) or erected on the Land during the Term as depicted in Annexure 1 for illustrative purposes only.

Item 2 Term

Ten (10) years commencing on 1 January 2027 and expiring on 31 December 2036.

Item 3 Further Term

Ten (10) years commencing on 1 January 2036 and expiring on 31 December 2046.

Item 4 Commencement Date

1 January 2027

Item 5 Rent

\$1 payable on demand

Item 6 Rent Review

Not applicable.

Item 7 Permitted Purpose

Recreation and Bowling Green

Item 8 Public liability insurance

Twenty million dollars (\$20,000,000.00).

Item 9 Notice details of Parties

(a) **Lessee**

Address: 46 Federal Street, Karlgarin

Attention: Kim Baker, President

Email: kkbaker507@gmail.com

(b) **Lessor**

Address: PO Box 7, Kondinin WA 6367

Attention: Bruce Wright, CEO

Email: ceo@kondinin.wa.gov.au

Item 10 Additional terms and covenants

The additional terms and covenants set out below are deemed to be incorporated into and form part of this lease as is fully set out in the body of the lease. If there are any inconsistency between the provisions of this lease generally and the additional terms and covenants, the additional terms and covenants will prevail of the inconsistency.

MAINTENANCE AND REPAIR

(a) The Lessee must at its own cost:

- i) Maintain, replace, repair and keep the Lessee's fixtures and Lessor's fixtures and all fittings contained within the building in good and tenantable repair and condition and good order

(b) The Lessor will be responsible at its own cost:

- i) To annually spray for pests
- ii) To keep gutters of the building in a clean, free flowing condition
- iii) To maintain the building and part thereof for repairs and maintenance of a structural and capital nature
- iv) To maintain and repair any air conditioning system and other plant and equipment services, including but not limited to fire extinguishers and first aid kits

Except to the extent that any repair, replacement or maintenance is required due to the act or omission of the Lessee, its employees, contractors, agents or invitees.

WATER USAGE & SEWERAGE & ELECTRICITY

- a) Irrespective of any other clause in this Lease, the Lessor is responsible for the payment of all water usage by the tenant in the building and on the land.
- b) Irrespective of any other clause in this Lease, the Lessor is responsible for all costs incurred for the service and maintenance of the Alternative Treatment Unit (ATU).
- c) Irrespective of any other clause in this Lease, the Lessor is responsibility for the payment of all electricity service and usage by the tenant in the building and on the land.

REPAINTING OF MAIN BUILDING

- a) The Lessee must paint and patch all walls and the interior ceiling in a colour approved by the Lessor to repair any damage beyond ordinary wear and tear.
- b) The Lessor may arrange for full repainting of the interior and exterior of the building, twice during the term of the lease as applicable, at its discretion.
- c) Any repainting undertaken in accordance with this clause must be completed:
 - i) To a good workmanlike standard to the satisfaction of the Lessor
 - ii) By a professional contractor.

MAINTENANCE OF GARDEN AREA

- (a) The Lessee must regularly inspect the parts of the Land which surround the Building/s including but not limited to flora, gardens, shrubs, hedges and trees ("the Garden Area").
- (b) The Lessee will be responsible at its own cost:
 - i) Ensure that the Garden Area is maintained in accordance with an ongoing gardening schedule
 - ii) Undertake a quarterly inspection of trees in the Garden Area to assess risk to safety and to take remedial actions as necessary
 - iii) Prune any trees and shrubs in the Garden Area as necessary; and
 - iv) Replace or otherwise make good any dead shrubs, plants and trees in the Garden Area as reasonably necessary.
- (c) Except for in an emergency, the Lessee must not remove any trees, shrubs or hedges without the prior approval in writing of the Lessor.
- (d) The Lessor will be responsible at its own cost for the inspection and maintenance of the north facing external garden beds outside of the Garden Area.

MAINTENANCE OF BOWLING RINK

- (a) The Lessee will be responsible at its own cost to ensure that the Bowling Rink is maintained to a suitable playing standard.
- (b) The Lessee will be responsible to advise the Lessor on the condition of the Bowling Rink and provide recommendations for future replacement as required.

CLEANING

- (a) The Lessee will be responsible at its own cost to ensure that Premises is kept clean, tidy, unobstructed and free from dirt and rubbish;
- (b) The Lessee will be responsible at its own cost to ensure that the Premises remains stocked with cleaning products, toilet paper and paper towels.

Signing page

EXECUTED on

2026

THE COMMON SEAL of the **SHIRE OF KONDININ** was hereunto affixed in the presence of –

Signature of Shire President

Full name of Shire President

Signature of Chief Executive Officer

Full name of Chief Executive Officer

THE COMMON SEAL of **KARLGARIN BOLWING CLUB** was hereunto affixed pursuant to the constitution of the Lessee in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Lessee indicated under his or her name-

Office Holder Sign

Office Holder Sign

Name:

Name:

Address:

Address:

Office Held:

Office Held:

Annexure 1 – Plan of Premises



Leased Area

Reserve Details Report - 31640

Reserve	31640	Legal Area (ha)	0.3036
Name	N/A	Status	CURRENT
Type	N/A	Current Purpose	RECREATION BOWLING GREEN
File Number	01709-1972-01RO		
Notes	WITH POWER TO LEASE FOR ANY TERM NOT EXCEEDING 21 YEARS, SUBJECT TO THE CONSENT OF THE MINISTER FOR LANDS		
Additional Reserve Information	RESERVE COMPRISES LOT 20 ON DP205013, LOTS 19 & 21 ON DP205013 (Q065475)		

Class	Responsible Agency	Date of Last Change
C	DEPARTMENT OF PLANNING, LANDS AND HERITAGE (SLSD)	28/08/2024

Management Order	Document Number
SHIRE OF KONDININ	Q065476

Land Use
RECREATION
BOWLING

Local Government Authority
SHIRE OF KONDININ

CLT Number	Parcel Identifier	Street Address, Suburb	File Number	PIN	Area (m ²)
LR3021/325	Lot 20 On Deposited Plan 205013	48 Federal Street, KARLGARIN 6358	01709-1972-01RO	640890	1011.724
LR3177/217	Lot 19 On Deposited Plan 205013	50 Federal Street, KARLGARIN 6358	01709-1972-01RO	640888	1011.724
LR3177/218	Lot 21 On Deposited Plan 205013	46 Federal Street, KARLGARIN 6358	01709-1972-01RO	640892	1011.724

Previous Certificates of Title	Status
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Document Number/Gazette Page	Date	Type	Text
Q065474	16/07/2024	Vesting Revoked	REVOKED
Q065475	16/07/2024	Current Area	0.3036
Q065476	16/07/2024	Current Vesting	MANAGEMENT ORDER SHIRE OF KONDININ
4072	13/10/1972	Historical Vesting	VEST SHIRE OF KONDININ W P L 21YRS
4080	13/10/1972	Original Gazettal and page	ORIGINAL GAZETTE
N/A	13/10/1972	Class	C
N/A	13/10/1972	Current Purpose	RECREATION BOWLING GREEN
N/A	13/10/1972	Correspondence File Number	1709/72
N/A	13/10/1972	Historical Area	0.1012
N/A	13/10/1972	Lot/Town Lot	KARLGARIN,20
N/A	13/10/1972	Public Plan	KARLGARIN TOWNSITE
N/A	13/10/1972	Street Name	FEDERAL ST

date: Sep 15, 2026, 6:41:33 PM

ORIGINAL

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet Form B1 should be used with appropriate headings. The boxed sections should only contain the words "See Annexure".
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialed by the person signing this document and their witnesses.

NOTES

1. RESERVE DESCRIPTION
Reserve number and details to be stated. The Volume and Folio numbers to be stated.
2. MANAGEMENT BODY
State the full name and address of management body.
3. CONDITIONS
Detail the conditions specified by the Minister to be observed by the management body in its care control and management of the Reserve.
4. ATTESTATION
This document is to be executed by the Minister for Lands or a person to whom the power to grant a management order under section 46 of the Land Administration Act 1997 has been duly delegated under section 9(1) of the Act (if applicable).

EXAMINED

Q065476 XE

16 Jul 2024 08:50:46 Perth



MANAGEMENT ORDER (XE)

LODGED BY Department of Planning Lands and Heritage

ADDRESS Goldfields Esperance and Wheatbelt - Box 98C

PHONE No.

FAX No.

REFERENCE No. Dominika Banasik, file 01709-1972, ph 6552 4662, delivery@dph.wa.gov.au

ISSUING BOX No. 98C

PREPARED BY Department of Planning Lands and Heritage

ADDRESS Goldfields Esperance and Wheatbelt - Box 98C

PHONE No.

FAX No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

6/6

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. Dup Management Order Received Items
2. _____ Nos.
3. _____
4. _____ Receiving Clerk
5. _____
6. _____

2302507-005



Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

ORIGINAL

FORM LAA-1023

SECTION 46

WESTERN AUSTRALIA
LAND ADMINISTRATION ACT 1997
TRANSFER OF LAND ACT 1893 as amended

MANAGEMENT ORDER (XE)

RESERVE DESCRIPTION (NOTE 1)

RESERVE DESCRIPTION (NOTE 1)	EXTENT	VOLUME	FOLIO
31640	Whole	0000	000
31640	Whole	3021	325
31640	Whole	0000	000

MANAGEMENT BODY (NOTE 2)

Shire of Kondinin of PO Box 7 KONDININ WA 6367

CONDITIONS (NOTE 3)

- i) To be used for the designated purpose of "Recreation Bowling Green" only; and
- ii) Power to lease (sub-lease or licence) for the designated purpose is granted for the whole or any portion thereof for any term not exceeding twenty-one (21) years from the date of the lease subject to the approval in writing of the Minister for Lands being first obtained to each and every lease or assignment of lease, pursuant also to the provisions of section 18 and section 19 of the Land Administration Act 1997.

THE MINISTER FOR LANDS (IN THE NAME OF AND ON BEHALF OF THE STATE OF WESTERN AUSTRALIA) ORDERS THAT THE CARE, CONTROL AND MANAGEMENT OF THE ABOVE RESERVE BE PLACED WITH THE MANAGEMENT BODY DESCRIBED ABOVE FOR THE PURPOSE FOR WHICH THE LAND COMPRISING THE RESERVE IS RESERVED UNDER SECTION 41 OF THE LAND ADMINISTRATION ACT 1997, AND FOR PURPOSES ANCILLARY OR BENEFICIAL TO THAT PURPOSE SUBJECT TO THE CONDITIONS ABOVE

Dated this 26 day of June in the year 2024

ATTESTATION (NOTE 4)

NAME: Kevin Harrison
L4 SENIOR STATE LAND OFFICER
TEAM: Delivery



Access Licence – Parts of Clayton Street and Hyden-Mount Walker Road

Electricity Generation and Retail Corporation (trading as Synergy)
ABN 58 673 830 106

Shire of Kondinin
ABN 46 617 706 610

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Reference Schedule

Item 1	Licensor	
	Name:	Shire of Kondinin
	ABN	46 617 706 610
	Address:	11 Gordon Street, Kondinin WA 6367
	Email:	ceo@kondinin.wa.gov.au
	Attention:	David Burton
Item 2	Licensee	
	Name:	Electricity Generation and Retail Corporation trading as Synergy
	ABN	58 673 830 106
	Address:	Level 23, 152-158 St Georges Terrace, Perth WA 6000
	Email:	Brad.Newham@synergy.net.au
	Attention:	Brad Newham
Item 3	Land	
	Crown land parcels with Landgate land ID's 3449375 and 3449376, being part of public road reserves known as Clayton Street and Hyden-Mount Walker Road, in Hyden WA.	
Item 4	Licence Area	
	As at the Commencing Date, those parts of the Land as shown on the plan in Annexure A.	
	An updated plan of the Licence Area will be prepared and agreed between the parties once the Licensee has completed detailed design and confirmed the final layout and location of the Equipment.	
Item 5	Term	
	(a) Commencing Date:	The date this agreement is executed by the parties
	(b) Terminating Date:	31 December 2027
	Further Term	
	(c) Any period up to 6 months	

Item 6	Permitted Use
	Access and install, inspect, maintain and repair the Equipment and related uses, including works required to install a concrete footpath (approx. 45 metres and to the reasonable satisfaction of the Licensor) within the Licence Area as shown on the plan in Annexure A.
Item 7	Public liability insurance
	\$20 million
Item 8	Equipment
	(a) Buried pipeline.
	[Note to Shire of Kondinin: The final layout of the Equipment will be confirmed once detailed design is completed.]
Item 9	Fee
	\$1.00 excluding GST

THIS AGREEMENT is made on 11th FEBRUARY 2025

BETWEEN:

- (1) **ELECTRICITY GENERATION AND RETAIL CORPORATION** ABN 58 673 830 106 trading as **SYNERGY** of Level 23, 152-158 St Georges Terrace, Perth, Western Australia 6000 (the Licensee); and
- (2) **SHIRE OF KONDININ** ABN 46 617 706 610 of 11 Gordon Street (PO Box 7), Kondinin, Western Australia 6367 (the Licensor).

RECITALS:

- (A) The Licence Area is under the care, control and management of the Licensor under section 46 of the *Land Administration Act 1997* (WA).
- (B) The Licensee requires access to and use of the Licence Area for the Permitted Use.
- (C) The Licensor has agreed to grant to the Licensee a licence to access and use the Licence Area.
- (D) The Licensee's Equipment and use of the Licence Area will be separate and independent of the Licensor's use of and operations on the Land.

THE PARTIES AGREE AS FOLLOWS:

1. Interpretation

1.1 Definitions

The following definitions apply in this document.

Additional Works means any works or installations that are in addition to, and separate from, the works or installations undertaken for the Permitted Use (including installation of the Equipment).

Business Day means a day that is not a Saturday, Sunday or public holiday in Western Australia.

Claim includes all sums of money, applications, actions, suits, causes of action, proceedings, accounts, liability, Losses, assessments, demands, costs, expenses, notices, demands for works or any other type of claim however arising and whether past, present or future, fixed or unascertained, actual or contingent or arising at common law, in equity or under statute or otherwise.

Commencing Date means the date specified in Item 5(a).

Condition Report means a report that records the condition of the Licence Area at the Commencing Date (including a dilapidation survey or baseline assessment of the Licence Area).

Consequential Loss means any consequential loss, consequential damage or special damages, however caused, including any loss of (or loss of anticipated) use, production,

revenue, income, profits, business and savings, or business interruption, whether or not the consequential loss or damage or special damages was foreseeable.

Contamination has the corresponding meaning given to the term "contaminated" in the *Contaminated Sites Act 2003 (WA)*.

Equipment means the equipment specified in Item 8.

Further Term means the further term as specified in Item 5(c).

Land means the land specified in Item 3.

Licence means the licence to use the Licence Area granted by the Licensor to the Licensee under this document.

Licence Area means the licence area specified in Item 4.

Licensee's Agent means every agent, employee, licensee, contractor and invitee of the Licensee.

Licensee Improvements means all works, structures and improvements made by the Licensee in connection with the use of the Licence Area for the Permitted Use.

Loss includes any claim, liability, loss, expense, obligation, damage (liquidated or unliquidated), penalties, claims, actions, suits, judgments, costs and disbursements whatsoever, including legal fees and expenses and costs of investigation, but does not include Consequential Loss.

Permitted Use means the uses specified in Item 6.

Reference Schedule means the reference schedule of this document.

Term means the term of this document as specified in Item 5 and includes (where extended) the Further Term and any period of holding over.

Terminating Date means the date specified in Item 5(b) or as extended by the Further Term.

1.2 Rules for interpreting this document

- (a) Headings are for convenience only, and do not affect interpretation.
- (b) Unless the context indicates otherwise, in this document a reference to:
 - (i) legislation is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) a reference to an Item is to an Item in the Reference Schedule.

- (c) A singular word includes the plural, and vice versa.
- (d) A word which suggests one gender includes the other genders.
- (e) If a word is defined, another part of speech has a corresponding meaning.

1.3 Multiple parties

If a party to this document is made up of more than one person, or a term is used in this document to refer to more than one party:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

2. Grant of Licence

2.1 Licence

The Licensor grants to the Licensee a non-exclusive licence to access and use the Licence Area for the Term in exchange for the Fee.

2.2 Nature of Licence

- (a) The Licence is personal to the Licensee.
- (b) Nothing in this document:
 - (i) confers on the Licensee any rights as a tenant of the Licence Area; or
 - (ii) creates the relationship of landlord and tenant between the parties.
- (c) The Licensee acknowledges that the Licensor and persons authorised by the Licensor may also have access to and use the Licence Area.
- (d) Notwithstanding clause 2.2(c), the Licensor must not (and must ensure that its authorised persons do not) obstruct or interfere with the Licensee's access to or use of the Licence Area.

2.3 Term and termination

The Term begins on the Commencing Date and ends on the earliest of:

- (a) the Terminating Date (or as extended by the Further Term if exercised in accordance with clause 2.4); or
- (b) termination of the Term under clause 7.

2.4 Further Term

The Licensee may extend the Term of this Licence by the Further Term by providing at least 1 weeks' notice in writing to the Licensor prior to the current Terminating Date.

2.5 Holding over

If the Licensee continues to use the Licence Area after the Terminating Date, then the Licensee does so on a monthly basis. The monthly licence may be terminated by either party by giving not less than 30 days' notice in writing to the other party.

3. Licensee's obligations

3.1 General obligations

The Licensee must:

- (a) use the Licence Area for the Permitted Use only and comply with all laws relating to the Licence Area and its use;
- (b) keep the Licence Area at all times in a clean and tidy condition;
- (c) ensure the Equipment is maintained and in good condition at all reasonable times;
- (d) allow the Licensor or an authorised representative of the Licensor to enter and inspect the Licence Area at all reasonable times;
- (e) ensure that neither the Licensee nor the Licensee's Agents obstruct or interfere with the use of the Licence Area or adjacent parts of the Land by the Licensor or its agents, employees or contractors, other than in connection with the Permitted Use.

3.2 Prohibitions on Licensee

Subject to clause 3.1(a) and unless otherwise permitted under this document, the Licensee must not:

- (a) make any structural alterations or additions to the Licence Area;
- (b) cause any Contamination or pollution to the Licence Area;
- (c) store any rubbish in or around the Licence Area; or
- (d) use the Licence Area for any illegal purpose.

3.3 Additional works by the Licensee

In the event the Licensee intends to undertake Additional Works, the Licensee must:

- (a) provide at least 48 hours' notice and obtain the Licensor's written consent before the Licensee does any Additional Works in the Licence Area (which consent must not be unreasonably withheld or delayed); and
- (b) if the Licensee obtains the Licensor's written consent and does anything under clause 3.3(a), comply with:
 - (i) all the Licensor's reasonable instructions; and
 - (ii) all laws and requirements of any Government Agency,

concerning the Additional Works.

- (c) If, after providing notice to the Licensor in accordance with clause 3.3(a), the Licensee does not receive the Licensor's written consent, the Licensee reserves the right to proceed with the Additional Works in the Licence Area, the subject of the notice.

4. Licensor's obligations

4.1 No interference

- (a) The Licensor must not, and must not allow any third party to, construct or to do anything in or on the Licence Area that may interrupt or impede the Licensee's use of the Licence Area during the Term, save that the Licensor may access and use the Licence Area to undertake activities to meet its compliance obligations from time to time.
- (b) If the Licensor is in breach of this clause 4.1, the Licensee may, in its absolute discretion, either:
 - (i) remedy the breach and the Licensor must reimburse the Licensee for the cost of the rectification; or
 - (ii) notify the Licensor of the breach and the Licensor must immediately use its best endeavours to remedy the breach.

5. End of Licence obligations

- (a) The Licensee must on or before expiry of the Term, or if this Licence is otherwise terminated under any other provision of this Licence or otherwise, within seven (7) days after re-entry, do all of the following at the Licensee's cost:
 - (i) remove all rubbish from the Licence Area and leave the Licence Area in a neat, clean and tidy condition;
 - (ii) subject to clause 5(b), make good and return the Licence Area to the condition it was in when the Licensee first took possession of it pursuant to this Licence as evidenced by the Condition Report (subject to fair wear and tear) agreed by the parties at the Commencing Date; and
 - (iii) remediate any Contamination in or on the Licence Area or the Land to the extent it has been caused by the Licensee or the Licensee's Agents.
- (b) The Licensee and Licensor agree that on expiry or earlier termination of the Term the Licensee will not be required to:
 - (i) remove the Equipment; or
 - (ii) remove or make good any of the Licensee Improvements, including the concrete footpath.

6. Liability

6.1 Release of Licensor

To the extent permitted by law, the Licensee releases the Licensor from any Claim against the Licensor or any Loss which the Licensee incurs to the extent such Loss arises from or is in connection with:

- (a) the Licensee's access to and use of the Licence Area; and
- (b) any damage, Loss, injury or death of or to any person or property on or near the Licence Area.

except to the extent that such Claim or Loss has been caused or contributed to by the Licensor or any person acting with the Licensor's authority.

6.2 Release of Licensee

To the extent permitted by law, the Licensor releases the Licensee from any Claim for which the Licensor is liable or Loss which the Licensor incurs in connection with any damage, loss, injury or death to or of any person or property on or near the Land, except to the extent that such Claim or Loss is caused or contributed to by the Licensee or any person acting with the Licensee's authority.

6.3 Indemnity by Licensee

To the extent permitted by law, the Licensee must indemnify and keep indemnified the Licensor against, and must pay the Licensor the amount of, all Claims for which the Licensor is liable, or Loss incurred by the Licensor as a direct consequence of:

- (a) any damage, Loss, injury or death to the extent caused or contributed to by the Licensee (or any of its agents, employees or contractors);
- (b) the negligence of the Licensee (or any of its agents, employees or contractors);
or
- (c) any breach of law by the Licensee,

except to the extent that such Claim or Loss has been caused or contributed to by the Licensor or any person acting with the Licensor's authority.

6.4 Indemnity by Licensor

To the extent permitted by law, the Licensor must indemnify and keep indemnified the Licensee against, and must pay the Licensee the amount of, all Claims for which the Licensee is liable or Losses incurred by the Licensee as a direct consequence of:

- (a) any damage, Loss, injury or death to the extent caused or contributed to by the Licensor (or any of its agents, employees or contractors);
- (b) the negligence of the Licensor (or any of its agents, employees or contractors);
or
- (c) any breach of law by the Licensor,

except to the extent that such Claim or Loss is caused or contributed to by the Licensee (or any of its agents, employees, contractors).

6.5 Liability exclusion

Notwithstanding any other provision of this document, neither party is liable to the other party (including under or in connection with any indemnity under this document):

- (a) for, and each party releases the other party from, liability for Consequential Loss arising out of or in connection with this document; and
- (b) In aggregate, any amount above a total of \$50,000 AUD.

6.6 Insurance

The Licensee must take out and maintain insurance in the names of the Licensee and Licensor with a reputable insurer in respect of the following:

- (a) public liability insurance in respect of the Licence Area for an amount not less than the amount specified in Item 7 in the aggregate and for each and every occurrence of public liability claims; and
- (b) workers compensation insurance as required by statute.

(together, the Insurances).

6.7 Other requirements

If requested by the Licensor, the Licensee must give the Licensor a certificate of currency for any policy referred to in clause 6.6.

6.8 Subcontractor insurance

If the Licensee subcontracts any part of the Permitted Use, then the Licensee must ensure that every subcontractor purchases all the Insurances before the subcontractor commences any of the Permitted Use.

6.9 Cost and risk of Licensee's obligations

If the Licensee is obliged to do anything under this document, it must do so at its cost and at its risk.

6.10 Survival

Despite any other provision under this document, this clause 6 will survive the expiry or any earlier termination of this agreement.

7. Termination for convenience

The Licensee may terminate this Licence at any time during the Term by giving the Licensor at least 3 weeks' prior notice in writing.

8. Notices

8.1 How to give a notice

A notice, consent or other communication under this document is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or email. If sent by email, it is taken to have been received upon receipt of an acknowledgement (in any form) from the recipient that the email was received. However, if the delivery or receipt is on a day which is not a Business Day or is after 4.00pm (addressee's time) it is regarded as received at 9.00am on the following Business Day.

8.2 Address for notices

A person's address and email address is that set out in the Reference Schedule, or as the person otherwise notifies the sender in writing.

9. General

9.1 Governing law

This document is governed by the law in force in Western Australia.

9.2 Liability for expenses

Each party must pay its own expenses incurred in negotiating, executing and stamping this document.

9.3 Operation of this document

This document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.

9.4 Variation of rights

The exercise of a right partially or on one occasion does not prevent any further exercise of that right in accordance with the terms of this document. Neither a forbearance to exercise a right nor a delay in the exercise of a right operates as an election between rights or a variation of the terms of this document.

9.5 Amendment

This document can only be amended, supplemented, replaced or novated by another document.

9.6 Counterparts

This document may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

EXECUTED as an agreement.

Each attorney who executes this document on behalf of a party declares that the attorney has no notice of the revocation or suspension by the grantor or in any manner of the power of attorney under the authority of which the attorney executes this agreement and has no notice of the death of the grantor.

EXECUTED by the parties as an agreement.

Executed by Electricity Generation and Retail Corporation trading as Synergy (ABN 58 673 830 106) by persons authorised by its Board in accordance with section 156(4) of the *Government Trading Enterprises Act 2023* (WA):

Brad

Signature of Authorised Person

BRADLEY NEWHAM

Name of Authorised Person

11th FEBRUARY 2025

Date

The COMMON SEAL of the Shire of Kondinin was hereunto affixed by Order of the Council in the presence of:



Bhangell

Signature of Beverley Gangell

Deputy Shire President

28th January 2025

Date

[Signature]

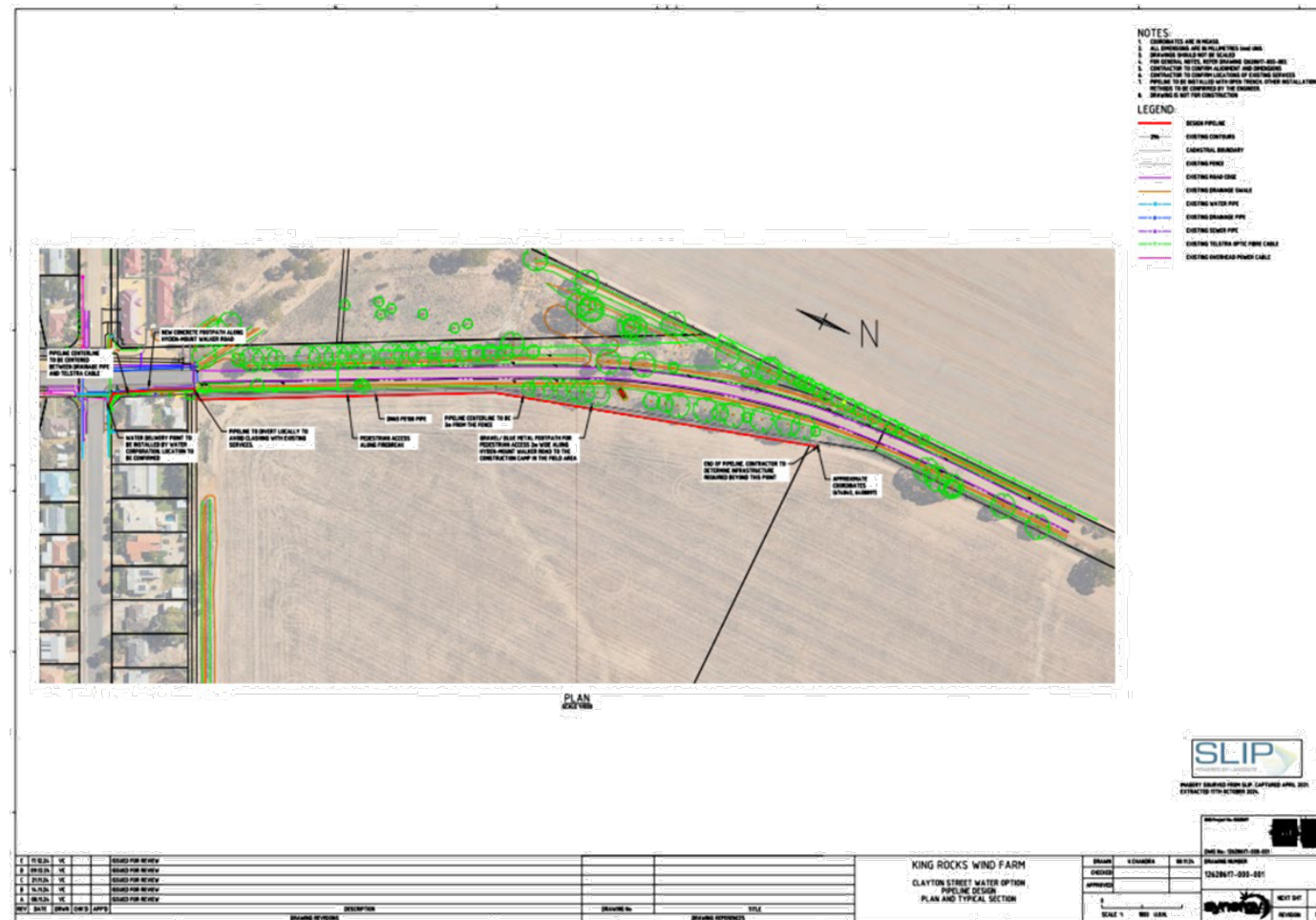
Signature of David Burton

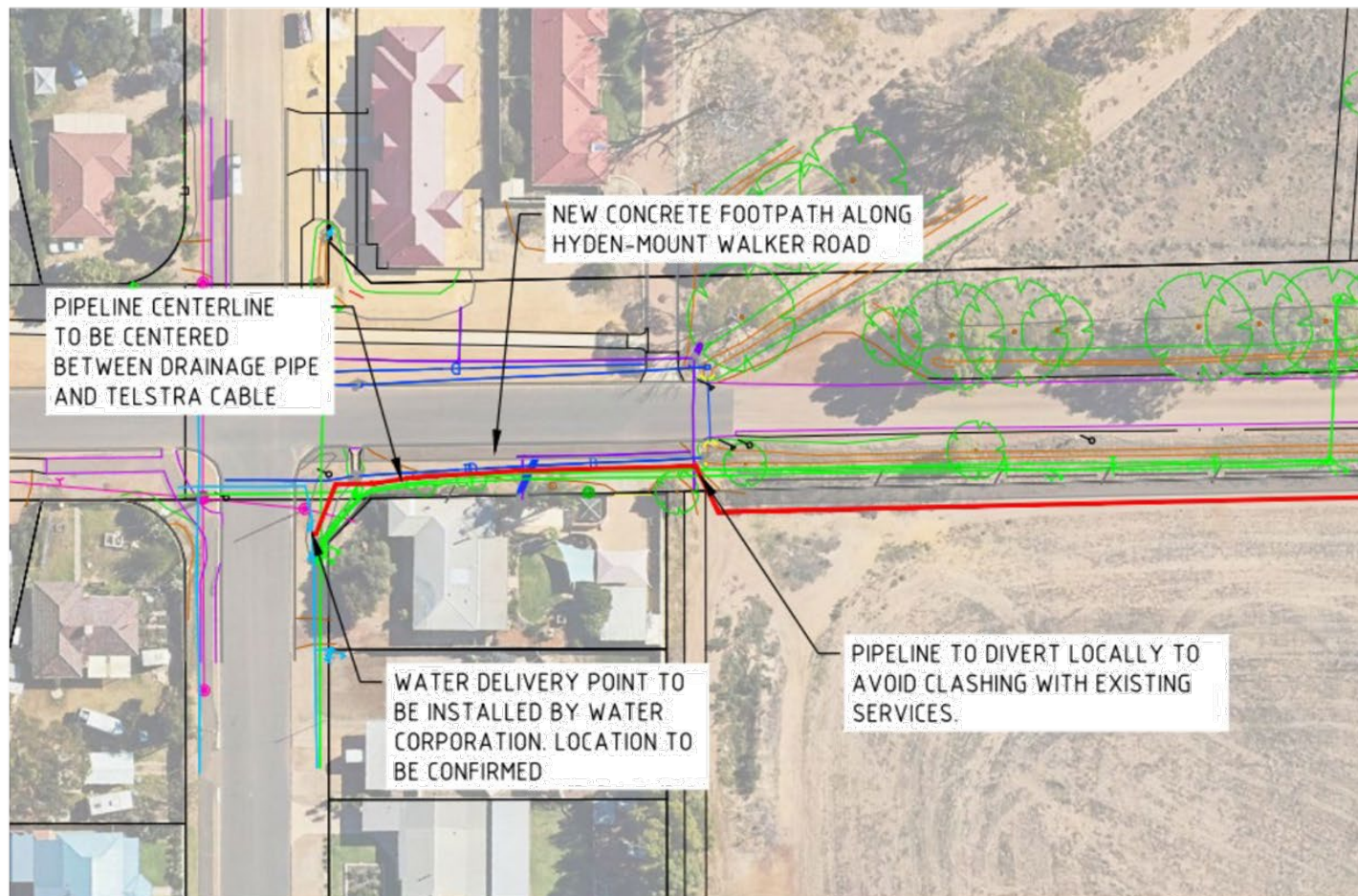
Chief Executive Officer

28th Jan 2025

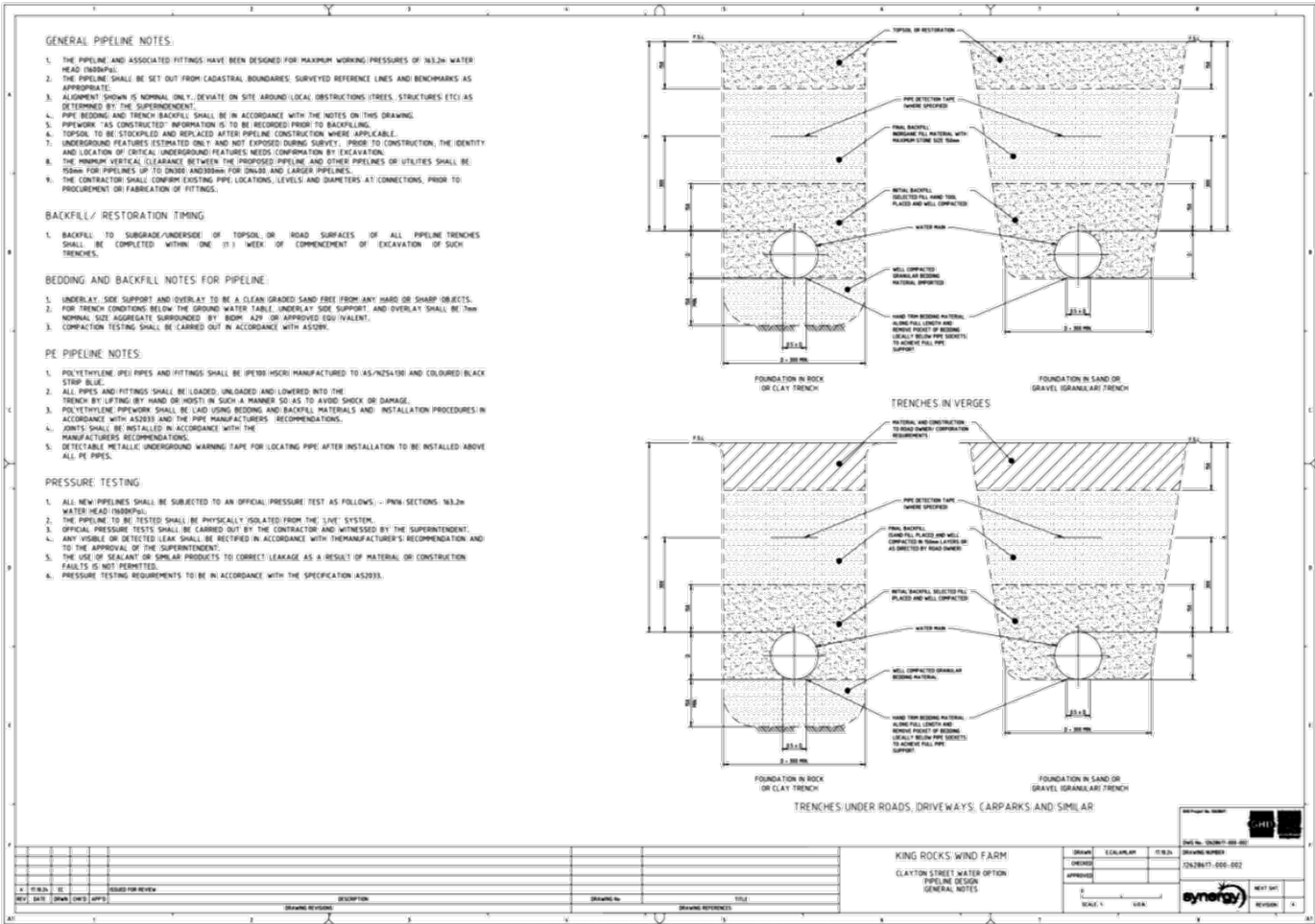
Date

Annexure A – Plan of Licence Area





Annexure B – Pipeline Design Notes





GENERAL PIPELINE NOTES:

1. THE PIPELINE AND ASSOCIATED FITTINGS HAVE BEEN DESIGNED FOR MAXIMUM WORKING PRESSURES OF 1632m WATER HEAD (1000kPa).
2. THE PIPELINE SHALL BE SET OUT FROM CADASTRAL BOUNDARIES, SURVEYED REFERENCE LINES AND BENCHMARKS AS APPROPRIATE.
3. ALIGNMENT SHOWN IS NOMINAL ONLY. DEVIATE ON SITE AROUND LOCAL OBSTRUCTIONS (TREES, STRUCTURES ETC) AS DETERMINED BY THE SUPERINTENDENT.
4. PIPE BEDDING AND TRENCH BACKFILL SHALL BE IN ACCORDANCE WITH THE NOTES ON THIS DRAWING.
5. BEDDING (AS CONSTRUCTED) INFORMATION IS TO BE RECORDED PRIOR TO BACKFILLING.
6. TRENCH TO BE STOCKPILED AND REPELASE AFTER PIPELINE CONSTRUCTION WHERE APPLICABLE.
7. UNDERGROUND FEATURES (ESTIMATED ONLY AND NOT EXPOSED DURING SURVEY). PRIOR TO CONSTRUCTION, THE IDENTITY AND LOCATION OF CRITICAL UNDERGROUND FEATURES NEEDS CONFIRMATION BY EXCAVATION.
8. THE MINIMUM VERTICAL CLEARANCE BETWEEN THE PROPOSED PIPELINE AND OTHER PIPELINES OR UTILITIES SHALL BE 150mm FOR PIPELINES UP TO 100mm AND 300mm FOR GREATER AND LARGER PIPELINES.
9. THE CONTRACTOR SHALL CONFIRM EXISTING PIPE LOCATIONS, LEVELS AND DIAMETERS AT CONNECTIONS, PRIOR TO PRECUREMENT OR FABRICATION OF FITTINGS.

BACKFILL/ RESTORATION TIMING:

1. BACKFILL TO SUBGRADE/UNDERCUT OF TORSOL OR ROAD SURFACES OF ALL PIPELINE TRENCHES SHALL BE COMPLETED WITHIN ONE (1) WEEK OF COMMENCEMENT OF EXCAVATION OF DEEP TRENCHES.

BEDDING AND BACKFILL NOTES FOR PIPELINE:

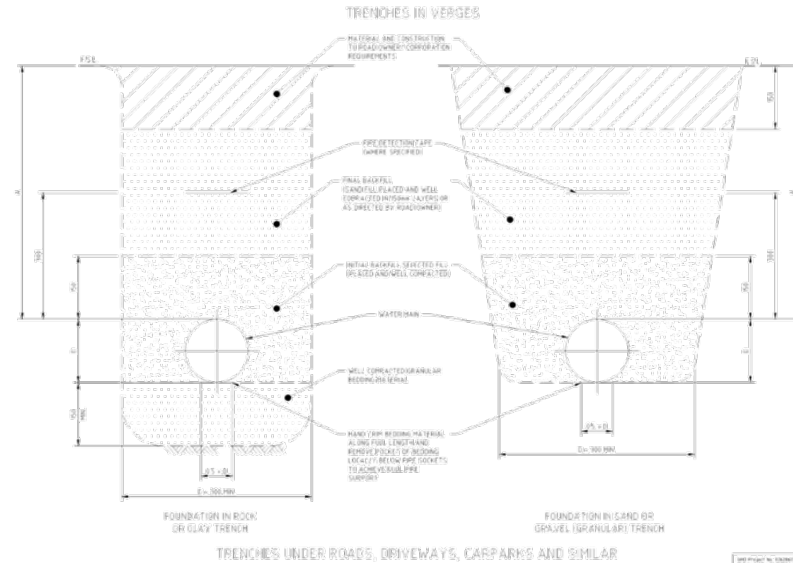
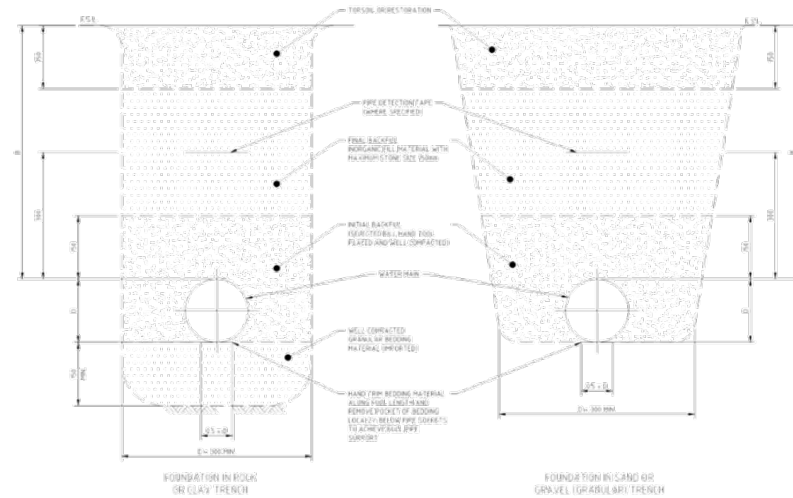
1. UNDERLAY, SIDE SUPPORT AND OVERLAY TO BE A CLEAN GRADED SAND FREE FROM ANY HARD OR SHARP OBJECTS.
2. FOR TRENCH CONDITIONS BELOW THE GROUND WATER TABLE, UNDERLAY SIDE SUPPORT, AND OVERLAY SHALL BE 1mm NORMAL SIZE AGGREGATE SURROUNDED BY 100mm 425 OR APPROXIMATE EQUIVALENT.
3. COMPACTION TESTING SHALL BE CARRIED OUT IN ACCORDANCE WITH AS2833.

PIPE PIPELINE NOTES:

1. POLYETHYLENE (PE) PIPES AND FITTINGS SHALL BE 100% HDPE MANUFACTURED TO AS/NZS4130 AND COLOURED BLACK OR BUE.
2. ALL PIPES AND FITTINGS SHALL BE LOADED, UNLOADED AND LOWERED INTO THE TRENCH BY LIFTING BY HAND OR MISTED IN SUCH A MANNER SO AS TO AVOID BUCKLE OR DAMAGE.
3. POLYETHYLENE PIPEWORK SHALL BE Laid USING BEDDING AND BACKFILL MATERIALS AND INSTALLATION PROCEDURES IN ACCORDANCE WITH AS2833 AND THE PIPE MANUFACTURER'S RECOMMENDATIONS.
4. JOINTS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
5. DETECTABLE METALLIC UNDERGROUND WARNING TAPE FOR LOCATING PIPE AFTER INSTALLATION TO BE INSTALLED ABOVE ALL PE PIPES.

PRESSURE TESTING:

1. ALL NEW PIPELINES SHALL BE SUBJECTED TO AN OFFICIAL PRESSURE TEST AS FOLLOWS: - FNA SECTION: 1632m WATER HEAD (1000kPa).
2. THE PIPELINE TO BE TESTED SHALL BE PHYSICALLY ISOLATED FROM THE 'USE' SYSTEM.
3. OFFICIAL PRESSURE TESTS SHALL BE CARRIED OUT BY THE SUPERINTENDENT.
4. ANY VISIBLE OR DETECTED LEAK SHALL BE RECTIFIED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATION AND TO THE APPROVAL OF THE SUPERINTENDENT.
5. THE USE OF SEALANT OR SIMILAR PRODUCTS TO CORRECT LEAKAGE AS A RESULT OF MATERIAL OR CONSTRUCTION FAULTS IS NOT PERMITTED.
6. PRESSURE TESTING REQUIREMENTS TO BE IN ACCORDANCE WITH THE SPECIFICATION AS2833.



NO.	DATE	BY	CHKD	APP'D	DESCRIPTION	DATE	BY	CHKD	APP'D	DESCRIPTION
1	10/04/24	EC			ISSUED FOR REVIEW					
2										
3										
4										
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18										
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20										

KING ROCKS WIND FARM
CLAYTON STREET WATER BPS ON
PIPELINE DESIGN
GENERAL NOTES

DESIGNED	EC/SL/SL/SL	17/10/24
CHECKED		
APPROVED		
BY		
SCALE	1	1:1

PROJECT NO. 220001
GHD
DRAWING NO. 220001-001
DRAWING NUMBER
12528517-000-002
synergy
NEXT DAY
REVISION



HERBERT SMITH
FREEHILLS
KRAMER

Deed

Transfer of Access Licence – Parts of Clayton Street and Hyden-Mount Walker Road

Shire of Kondinin

Electricity Generation and Retail Corporation trading as
Synergy

Kondinin Energy Pty Ltd



Transfer of Access Licence – Parts of Clayton Street and Hyden-Mount Walker Road

Date ► _____ 2026

Between the parties

Licensor	Shire of Kondinin ABN 46 617 706 610 of 11 Gordon Street, Kondinin WA 6367 (Licensor)
Existing Licensee	Electricity Generation and Retail Corporation trading as Synergy ABN 58 673 830 106 of Level 23, 152-158 St Georges Terrace, Perth WA 6000 (Existing Licensee)
New Licensee	Kondinin Energy Pty Ltd ABN 35 615 594 280 of Suite 3, Level 5, 20 Hunter Street, Sydney NSW 2000 (New Licensee)
Recitals	1 The Licensor and the Existing Licensee are parties to the Licence. 2 The Existing Licensee wishes to transfer its rights and obligations under the Licence to the New Licensee (or a Related Body Corporate of the New Licensee nominated in accordance with this deed) from and including the Effective Date. 3 The parties have also agreed to extend the Term and vary the Licence.

The parties agree as follows:



1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Corporations Act	the <i>Corporations Act 2001</i> (Cth).
Effective Date	1 February 2027, subject to Financial Close occurring.
Financial Close	the date on which the Kondinin Wind Farm project achieves financial close and first drawdown of debt financing occurs.
Licence	the document titled 'Access Licence – Parts of Clayton Street and Hyden-Mount Walker Road' between the Existing Licensee and the Licensor dated 11 February 2025.
Related Body Corporate	has the same meaning as defined in the Corporations Act: 1 a body corporate or a trust will also be taken to be a subsidiary of an entity if it is controlled by that entity (as defined in section 50AA of the Corporations Act); 2 a trust, partnership or fund may be a subsidiary, for the purpose of which a unit, partnership interest or other beneficial interest in the trust, partnership or fund will be regarded as a share (ignoring the operation of section 48(2) of the Corporations Act); and 3 an entity may be a subsidiary of a trust, partnership or fund if it would have been a subsidiary if that trust, partnership or fund were a body corporate.
Sunset Date	31 December 2026, or such later date as the parties agree in writing.

1.2 Interpretation

Clause 1.2 (*Rules for interpreting this document*) of the Licence is incorporated into, and forms part of, this deed as if the clause is set out in full, with any changes necessary to make the clause applicable to this deed.



2 Condition Precedent

- (a) The transfer under clause 3.1, the extension under clause 3.2 and the variation under clause 3.3 are conditional upon, Financial Close occurring.
- (b) The New Licensee must notify the Existing Licensee and the Licensor in writing promptly and in any event within 2 Business Days after the occurrence of Financial Close.
- (c) If Financial Close has not occurred on or before the Sunset Date, any party may terminate this deed in writing to the other parties prior to Financial Close occurring, following which this deed will be of no further force or effect.
- (d) If this deed terminates under clause 2(c), no party will have any claim against any other party under or in connection with this deed, except in respect of any prior breach of this deed.

3 Transfer, extension and variation of Licence

3.1 Transfer

- (a) The Existing Licensee transfers the Licence to the New Licensee with the effect that on and from the Effective Date:
 - (1) the New Licensee replaces the Existing Licensee under the Licence; and
 - (2) a reference to the Existing Licensee in the Licence will be read as a reference to the New Licensee.
- (b) On and from the Effective Date, the Licensor and the New Licensee must comply with the Licence on the basis that the New Licensee has replaced the Existing Licensee under the Licence in accordance with this deed.

3.2 Extension

With effect from the Effective Date, the Term of the Licence is extended from 31 December 2027 to 30 June 2028.

3.3 Variation

- (a) With effect from the Effective Date, the Licence is varied as follows:
 - (1) by replacing the definition of 'Further Term' in clause 1.1 with the following:

'Further Term' means the first further term as specified in Item 5(c) and the second further term as specified in Item 5(d).'; and
 - (2) by replacing Item 5 of the Reference Schedule with the following:

Item 5

Term

- | |
|---------------------------------------|
| (a) Commencing Date: 11 February 2025 |
|---------------------------------------|



(b) Terminating Date: 30 June 2028.

Further Term

(c) 12 months from 1 July 2028 to 30 June 2029.

(d) 7 months from 1 July 2029 to 31 January 2030.

(b) Except as varied under clause 3.3(a) and 3.4, the parties confirm that the terms of the Licence remain unchanged.

3.4 Acknowledgement of final layout

The parties acknowledge that the plans attached in Annexure 2 of this deed represent the final layout and location of the Equipment (as that term is defined in the Licence) for the purpose of Item 4 of the Reference Schedule in the Licence and that the plan attached in Annexure A of the Licence is updated accordingly.

4 Nomination

- (a) The New Licensee may, by written notice to the Existing Licensee and the Licensor given no later than 10 Business Days prior to the Effective Date, nominate a Related Body Corporate of the New Licensee (**Nominee**) to be the new licensee under this deed in place of the New Licensee subject to the New Licensee obtaining the approval of the Licensor to the Nominee, which approval will not be withheld if the Nominee has at least the same technical and financial ability as the New Licensee to comply with the Existing Licensee's obligations under the Licence.
- (b) If the New Licensee nominates a Nominee under clause 4(a):
- (1) the New Licensee must procure that the Nominee executes and delivers to the Existing Licensee and the Licensor, no later than 5 Business Days prior to the Effective Date, a deed of covenant in the form contained in Annexure 1 in favour of the Existing Licensee and the Licensor, pursuant to which the Nominee replaces, and is treated as being, the New Licensee under this deed; and
 - (2) the Existing Licensee and the Licensor agree to promptly execute the deed of covenant referred to in clause 4(b)(1) (which may be executed in counterparts) and deliver an executed copy to the Nominee on or before the Effective Date.

5 Releases

On and from the Effective Date:



- (a) the Licenser releases the Existing Licensee from any obligation under or in respect of the Licence; and
- (b) the Existing Licensee releases the Licenser from any obligation under or in respect of the Licence.

6 General

Clause 9 (*General*) of the Licence (but excluding clause 9.2 (*Liability for expenses*)) is incorporated into, and forms part of, this deed as if this clause was set out in full, with any changes necessary to make the clause applicable to this deed.

7 Costs and expenses

- (a) The Existing Licensee and the New Licensee must each pay their own legal and other costs associated with the preparation, negotiation and execution of this deed.
- (b) The New Licensee must pay the Licenser's reasonable legal and other costs associated with the preparation, negotiation and execution of this deed up to a maximum amount of \$3,000 (exclusive of GST).

8 Counterparts and electronic execution

- (a) This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.
- (b) A party may execute this deed or any counterpart and exchange it as an electronic copy by email.
- (c) A party may sign this deed electronically and bind itself accordingly. Each signatory of a party confirms that their signature appearing in this deed, including in any print-out, is their personal signature authenticating it and was affixed by them or at their direction.



Signing page

Executed as a deed

Licensors

The **COMMON SEAL** of the
Shire of Kondinin was hereunto
affixed by Order of the Council in
the presence of:

sign here ►

Shire President

sign here ►

Chief Executive Officer

print name

RICHARD KENT MOURITZ

print name

BRUCE ANDREW WRIGHT

date

date

Existing Licensee

EXECUTED on behalf of
**ELECTRICITY GENERATION
AND RETAIL CORPORATION**
(ABN 58 673 830 106) by persons
authorised by its Board in
accordance with Section 156(4) of
the *Government Trading
Enterprises Act 2023* (WA):

sign here ►

Authorised officer

print name

date



HERBERT SMITH
FREEHILLS
KRAMER

New Licensee

Signed by
Kondinin Energy Pty Ltd
by

<i>sign here</i> ► _____	<i>sign here</i> ► _____
Company Secretary/Director	Director
<i>print name</i> _____	<i>print name</i> _____



HERBERT SMITH
FREEHILLS
KRAMER

Annexure 1

Deed of Covenant



HERBERT SMITH
FREEHILLS
KRAMER

Deed of Covenant – Transfer of Access Licence – Parts of Clayton Street and Hyden-Mount Walker Road

Shire of Kondinin

Electricity Generation and Retail Corporation trading
as Synergy

[Nominee]



Deed of Covenant – Transfer of Access Licence – Parts of Clayton Street and Hyden-Mount Walker Road

Date ►

Between the parties

Licensors	Shire of Kondinin ABN 46 617 706 610 of 11 Gordon Street, Kondinin WA 6367.
-----------	---

Existing Licensee	Electricity Generation and Retail Corporation trading as Synergy ABN 58 673 830 106 of Level 23, 152-158 St Georges Terrace, Perth WA 6000.
-------------------	--

Nominee	[insert name] ABN [insert] of [insert address].
---------	---

Recitals	1 The Licensors, Existing Licensee and New Licensee have entered into the Transfer Deed. 2 Clause 4(b) of the Transfer Deed provides that if the New Licensee nominates a nominee to be the new licensee under the Transfer Deed in place of the New Licensee, then the New Licensee must procure that the Nominee executes and delivers to the Existing Licensee and the Licensors, no later than 5 Business Days prior to the 'Effective Date' in the Transfer Deed, a deed of covenant in favour of the Existing Licensee and the Licensors, pursuant to which the Nominee replaces, and is treated as being, the New Licensee under the Transfer Deed. 3 The New Licensee has nominated the Nominee to be the new licensee under the Transfer Deed in place of the New Licensee. 4 The Nominee has agreed to enter into this deed in order to confirm that it agrees to comply with the Licence under the Transfer Deed.
----------	--

The parties agree as follows:



1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Business Day	a day on which banks are open for business in Perth excluding a Saturday, Sunday or public holiday in that city.
Effective Date	the date that the New Licensee nominates the Nominee to be the new licensee under the Transfer Deed in place of the New Licensee being _____.
Licence	the document titled 'Access Licence – Parts of Clayton Street and Hyden-Mount Walker Road' between the Licensor and the Existing Licensee dated 11 February 2025.
New Licensee	Kondinin Energy Pty Ltd ABN 35 615 594 280 of Suite 3, Level 5, 20 Hunter Street, Sydney NSW 2000.
Transfer Deed	the document titled 'Transfer of Access Licence – Parts of Clayton Street and Hyden-Mount Walker Road' between the Licensor, the Existing Licensee and the New Licensee dated _____.

1.2 Interpretation

Clause 1.2 of the Transfer Deed is incorporated into, and forms part of, this deed as if the clause is set out in full, with any changes necessary to make the clause applicable to this deed.

2 Nominee's obligations

The Nominee covenants in favour of the Licensor and the Existing Licensee that on and from the Effective Date, the Nominee will comply with the Licence and be bound by the Transfer Deed as if the Transfer Deed had been executed by the Nominee.



3 Licensors acknowledgement

The Licensor acknowledges the nomination by the New Licensee of the Nominee to be the new licensee under the Transfer Deed in place of the New Licensee.

4 Existing Licensee acknowledgement

The Existing Licensee acknowledges the nomination by the New Licensee of the Nominee to be the new licensee under the Transfer Deed in place of the New Licensee.

5 General

Clause 9 (*General*) of the Licence (but excluding clause 9.2 (*Liability for expenses*)) is incorporated into, and forms part of, this deed as if the clause was set out in full, with any changes necessary to make the clause applicable to this deed.

6 Costs and expenses

The New Licensee must pay:

- (a) its own costs and expenses;
 - (b) the Licensor's reasonable costs and expenses; and
 - (c) the Existing Licensee's reasonable costs and expenses,
- in relation to this deed.

7 Counterparts

- (a) This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.
- (b) A party may execute this deed or any counterpart and exchange it as an electronic copy by email.
- (c) A party may sign this deed electronically and bind itself accordingly. Each signatory of a party confirms that their signature appearing in this deed, including in any print-out, is their personal signature authenticating it and was affixed by them or at their direction.



Signing page

Executed as a deed

Licensors

The **COMMON SEAL** of the
Shire of Kondinin was hereunto
affixed by Order of the Council in
the presence of:

<i>sign here</i> ► _____	<i>sign here</i> ► _____
Deputy Shire President	Chief Executive Officer
<i>print name</i> BEVERLEY GANGELL _____	<i>print name</i> DAVID BURTON _____
<i>date</i> _____	<i>date</i> _____

Existing Licensee

EXECUTED on behalf of
**ELECTRICITY GENERATION
AND RETAIL CORPORATION**
(ABN 58 673 830 106) by persons
authorised by its Board in
accordance with Section 156(4) of
the *Government Trading
Enterprises Act 2023* (WA);

sign here ► _____
Authorised officer

print name _____

date _____



HERBERT SMITH
FREEHILLS
KRAMER

Nominee

Signed by
[insert Nominee]
by

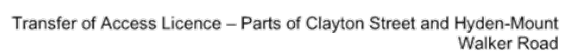
<i>sign here</i> ► _____	<i>sign here</i> ► _____
Company Secretary/Director	Director
<i>print name</i> _____	<i>print name</i> _____

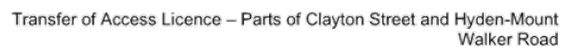


HERBERT SMITH
FREEHILLS
KRAMER

Annexure 2

Final layout plans





Location Map

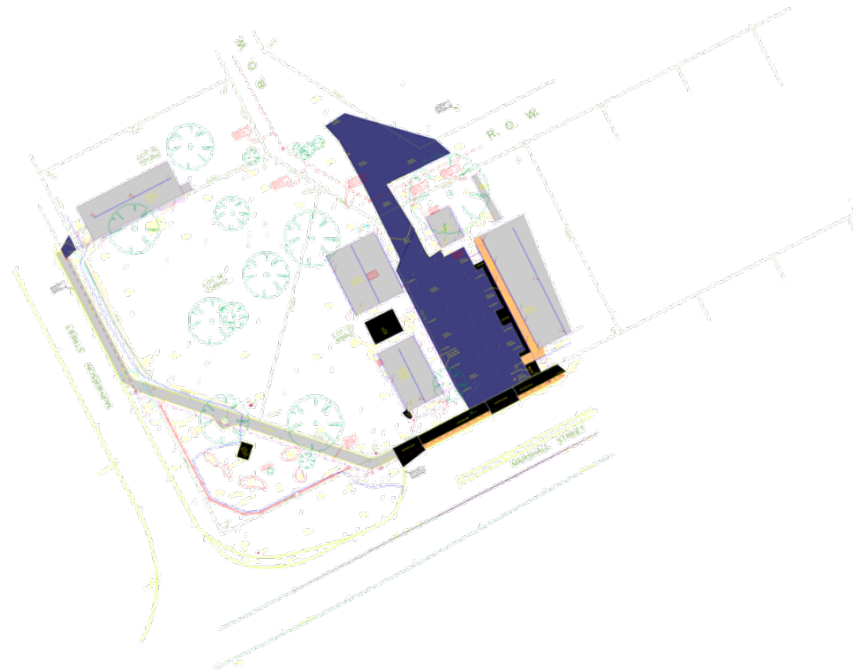


Proposed Location of Footpath

Repacholi Parade – approximately 410m

Hink Street - approximately 90m

Young Avenue – approximately 150m





SITE ARCHITECTURE STUDIO
 Local 1140 Millington Street, Park Ridge, WA
 Phone 0800 666 666 / 0800 666 666
 T 08 833 3333



DA02 SITE PLAN

DEVELOPMENT APPLICATION

24.06.26

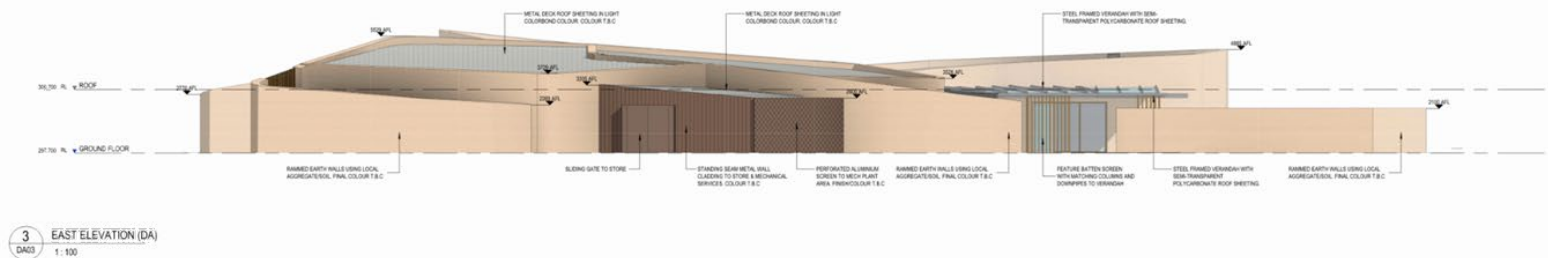
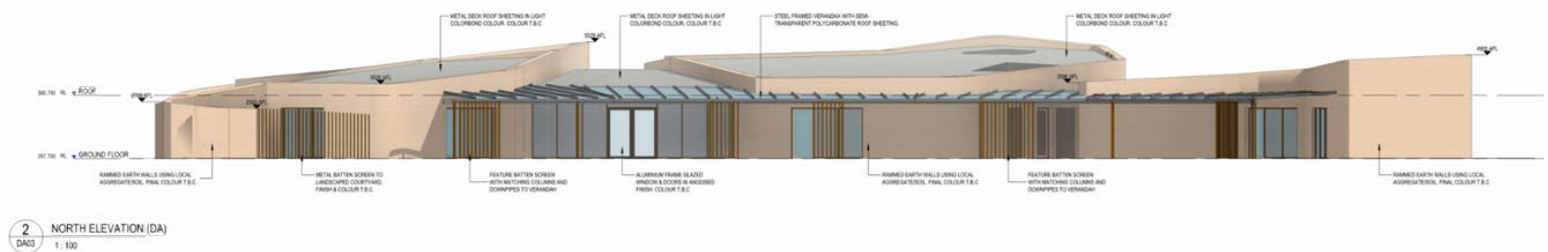
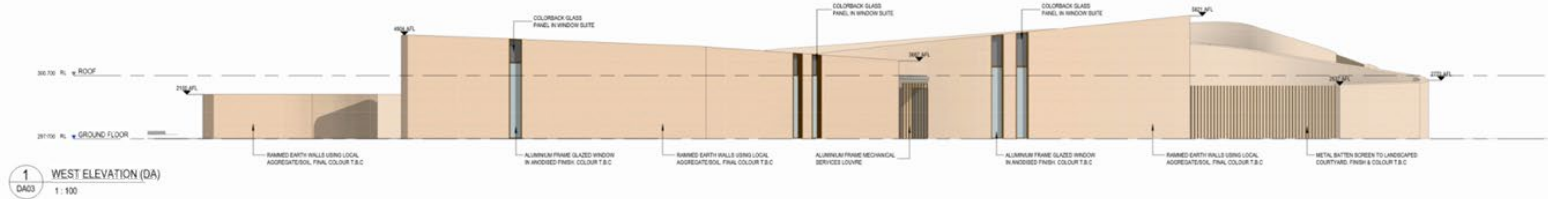
REV C

HYDEN PROGRESS ASSOCIATION KATTER KICH WAVE ROCK DISCOVERY CENTRE



SITE ARCHITECTURE STUDIO

2021-2022 HYDEN PROGRESS ASSOCIATION
KATTER KICH WAVE ROCK DISCOVERY CENTRE
1:500 SCALE



DA04 ELEVATIONS

DEVELOPMENT APPLICATION

24.06.26
REV C

HYDEN PROGRESS ASSOCIATION KATTER KICH WAVE ROCK DISCOVERY CENTRE

SITE ARCHITECTURE STUDIO
2021-24 WINDY HILL, 1000 MILES
HYDEN PROJECT 2015-21, 1000 MILES 2015-21
1:20, 1:50, 1:100



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Journal of Internal Medicine 255: 103–110



ROAD VIEW



MAIN ENTRANCE



PARK ENTRANCE



LOCAL ENTRANCE



MAIN ENTRANCE CLOSE-UP

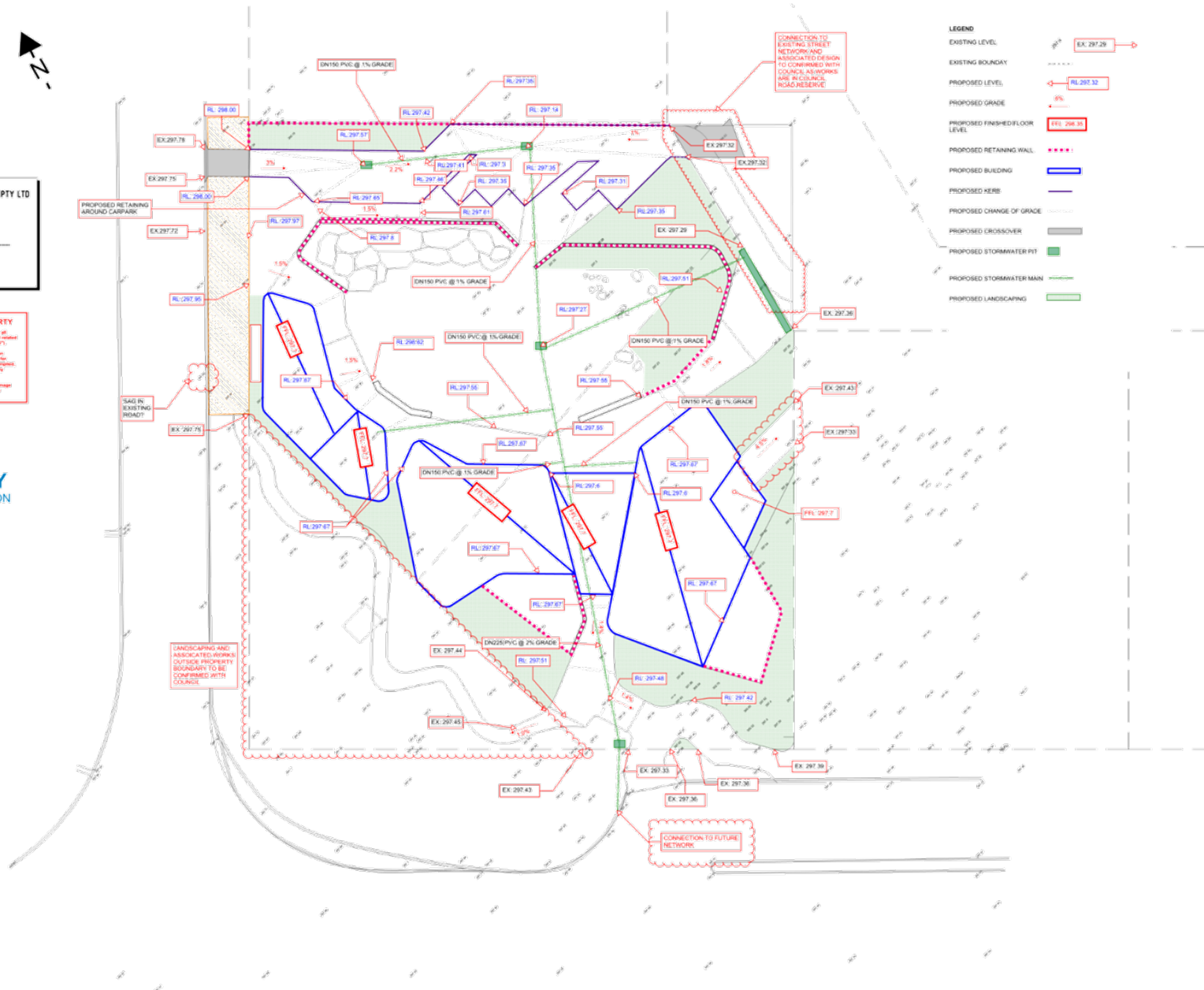


COURTYARD



Drawings or information are provided for general information purposes only and may not contain the full details required for construction. ADG makes no warranties, either express or implied, of merchantability and fitness of the drawings or data for any particular purpose.

PRELIMINARY
NOT FOR CONSTRUCTION





Perth Geotechnics

ABN: 74 660 182 061

PO Box 165, Gosnells WA 6990

P: 08 6396 2675, M: 0430 130 677

E: info@perthgeotechnics.com.au

www.perthgeotechnics.com.au

Report on
Geotechnical Investigation at
36 Marshall Street, Hyden WA

For
Hyden Progress Association

Reference: GI862725PG_Rev0

Date: 31 December 2025





Perth Geotechnics

ABN: 74 660 182 061
PO Box 165, Gosnells WA 6990
P: 08 6396 2675, M: 0430 130 677
E: info@perthgeotechnics.com.au
www.perthgeotechnics.com.au

Quality Information

Document Geotechnical Investigation for
36 Marshall Street, Hyden WA

Project Ref GI862725PG_Rev0

Date 31 December 2025

Prepared for Hyden Progress Association

Revision History

Rev.	Date	Details	Prepared by	Authorised	
				Name/Position	Signature
0	31/12/2025	Final Issue	HA	Mohammad Amzad Hossain Sr Geotechnical Engineer	

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1.0 INTRODUCTION

Perth Geotechnics (PG) has carried out a geotechnical investigation at 36 Marshall Street, Hyden WA in order to provide a site investigation report in accordance with AS 1726-2017. The project was engaged by Mr. Tyron Utley on behalf of Hyden Progress Association (the client).

The total site area is 3,938m² and the proposed development at the site will be multifunctional community and visitor centre.

The site location map is shown in below figure.

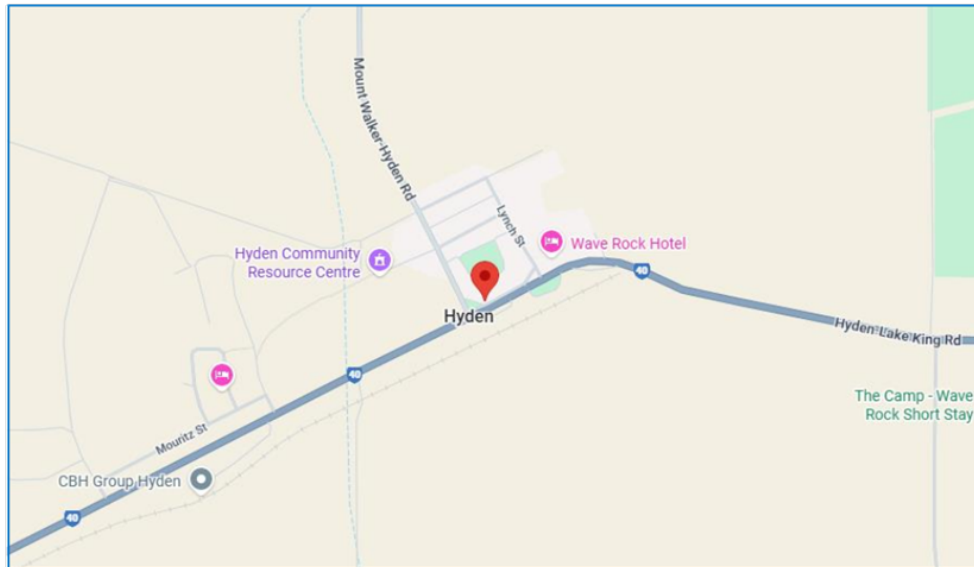


Figure 1: The site location map (source: Google map).

This report has to read or implement in full. No partial implementation of this report is allowed. It should be noted that our investigation is not includes environmental and acid sulphate assessment.

The geotechnical investigation consisted of a desktop study, site investigation, site classification, stormwater drainage recommendation, earthworks recommendation, bearing capacity, design parameters, site sub-soil class assignment and earthquake hazard factor.

2.0 OBJECTIVES

The objectives of the investigation are following:

- Desktop study and available information.
- The factual data (field test results), including borehole logs as per AS1726.
- Interpretation of the subsurface conditions across the site.
- Groundwater table information if it is encountered.
- Site classification in accordance with AS2870-2011,
- Recommendation on stormwater drainage disposal.
- Recommendations on remedial works including earthworks, site preparations and compaction requirements.
- Recommendation on geotechnical design parameters.

- Recommendation on design parameters for retaining structure.
- Site sub-soil class and earthquake classifications as per AS1170.
- Recommendation on the type of suitable foundation.
- Recommendation on allowable bearing capacity and settlement analysis.
- Recommendation on design parameters for road pavement.

3.0 DESKTOP STUDY

3.1 Site History

A review of Landgate Information and aerial photography of the site indicates that the site is situated in a mix commercial and residential area.

3.2 Groundwater Information

Groundwater table was not observed at any of the boreholes up to the investigation depth of 1.7m below ground level. There is no record found regarding the depth of groundwater of this property address into department of water map.

4.0 SITE INVESTIGATION

The geotechnical site investigation was undertaken on 12 November 2025 in the full-time presence of a geotechnical engineer from PG. The site investigation comprised of following:

- Site walkover and taking photograph.
- Excavation of six (6) bore holes (BH1 to BH6) by machine auger up to a depth of 2.0 m or refusal.
- Logging of the site soil profile as per AS1726.
- Conducting six (6) Dynamic Cone Penetrometer (DCP1 to DCP6) tests adjacent to boreholes to a depth of 2.0 m or refusal.
- Conduct soil sampling for laboratory testing, which includes:
 - Particle Size Distribution (PSD)
 - Atterberg Limits Test or PI test
- Conducting two (2) Field Permeability Tests (FPT1 and FPT2) by Guelph permeameter.
- Recording of the locations of BH, DCP and FPT by handheld GPS.

A site plan showing the locations of the Bore hole, DCP and Field Permeability Tests are provided in Appendix A.

4.1 Site Location and General Description

The site is located at 36 Marshall Street, Hyden WA. Currently there are two sheds at eastern side of the site which will be demolished before construction commence. Rest of the site currently using as a hardstand area. There are few medium size trees at the site and site level is found mostly flat. The site is bounded by McPherson Street at western side, Marshall Street at southern side and other two sides commercial properties. The site photograph was taken during the field investigation are shown in Appendix D.

4.2 Bore Hole Logs

A total of six (6) Bore holes (BH1 to BH6) were excavated across the site by using machine auger to a depth of 2.0 m or refusal.

Boreholes BH1 to BH6 revealed similar soil profile and consists of

0.0 - 0.2 m: Sandy Gravelly CLAY- low plasticity, yellowish brown, brown, dry, very stiff to hard, fine to coarse grained gravel, fine to medium grained sand, overlying

0.2 – 1.7 m Gravelly Sandy CLAY- medium plasticity, yellowish brown, pale grey, brown, dry to moist, stiff to hard, fine to medium grained sand, fine to coarse grained gravel.

Groundwater table was not observed at any of the boreholes up to the investigation depth of 1.7m below ground level. Boreholes BH1 to BH6 were terminated at a depth of 1.5 m, 1.7 m, 1.7 m, 1.5 m, 1.5 m and 1.6 m respectively due to auger refusal on hard clay layer. Bore Hole logs are attached in Appendix B to this report.

4.3 Dynamic Cone Penetrometers (DCP) Test

Six (6) Dynamic Cone Penetrometer tests (DCP1 to DCP6) were conducted adjacent to borehole locations. All DCP tests were conducted to a depth of 2.0 m or refusal. The tests were conducted in accordance with test method AS1289.6.3.2, Ref Table 6.4.6.1 (A) & (B) HB 160-2006. DCP tests revealed that the site is in stiff to hard condition.

The DCP test certificates are attached to this report in Appendix B.

4.4 Field Permeability Test

Two (2) Field permeability tests (FPT1 and FPT2) were conducting by using Guelph permeameter as per ASTM D 5126 – 90 at two locations. The tests were conducted to a depth of 1.0 m below ground level. The Guelph Permeameter is a constant head device that operates on the Mariotte siphon principle. It provides a straightforward way of determining the field saturated hydraulic conductivity, matrix flux potential and the soil sorptivity in the field.

Field Permeability tests report is attached in Appendix B and summary is presented in Table 1.

Table 1. Summary of Field Permeability Test Results

Permeability Test ID	Co-ordinates (GDA94)		Permeability Rate		Soil Description	Test Depth (m)
	Easting	Northing	cm/sec	m/day		
FPT1	50 675 132	6 408 216	5.4×10^{-5}	0.047	Gravelly Sandy Clay	1.0
FPT2	50 675 181	6 408 200	8.0×10^{-5}	0.070	Gravelly Sandy Clay	1.0

The coefficient of permeability or hydraulic conductivity of the site varies from 0.047 to 0.07 m/day.

5.0 GEOTECHNICAL LABORATORY TEST

Laboratory tests were conducted at 'Western Geotechnical Laboratory Services, a NATA accredited soil testing laboratory located at Welshpool WA. The following geotechnical laboratory tests were undertaken:

- Particle Size Distribution (PSD, Test Method: AS 1289 3.6.1)
- Atterberg Limits Test or PI test (Test Method AS1289. 3.9.2, 3.2.1, 3.3.1, 3.4.1)

The laboratory test results are summarised in Table 2. Laboratory test certificates are included in Appendix C.

Table 2. Summary of Laboratory Test Results

Soil Sample Location	BH2 (0.2 – 1.3) m
Particle Size Distribution (PSD)	
Sand (%)	-
Percent Fines < 75µm (%)	40
Atterberg Limit Test or PI Test	
Liquid Limit (%)	31
Plastic Limit (%)	14
Plasticity Index (%)	17
Linear Shrinkage (%)	9

It was observed from the laboratory test results that the medium reactive clay has 40 percent (%) fines or clay material.

6.0 ENGINEERING CONSIDERATIONS AND RECOMMENDATIONS

6.1 Inferred Subsurface Conditions

The following generalised subsurface profile can be inferred based on the site investigation data:

Sandy Gravelly CLAY (CL)/ Gravelly Sandy CLAY (CI)

The dominant clay layer consists of low to medium plasticity, yellowish brown, brown, pale grey, dry to moist, stiff to hard, fine to medium grained sand, fine to coarse grained gravel, extending from the surface to the depth up to 1.7 m, terminated depth.

6.2 Groundwater Level

Groundwater table was not observed at any of the boreholes up to the investigation depth of 1.7m below ground level. There is no record found regarding the depth of groundwater of this property address into department of water map.

6.3 Inferred Geotechnical Design Parameters

Geotechnical design parameters for the site were inferred on the basis of the site investigation data, generalised subsoil units and are presented in Table 3.

Table 3. Inferred Geotechnical Design Parameters for Generalised Subsoil Model

Depth (m)	Soil Layer Description	γ (kN/m ³)	ϕ' (°)	E' (MPa)	c_u/c' (kN/m ³)	ν'
0.0 – 1.8	Gravelly Sandy CLAY (CL-CI) Stiff to hard	18	25	30	100/5	0.3

Notes:

γ = Bulk unit weight of soil, ϕ' = Effective friction angle, E' = Drained Young's Modulus, c_u = Undrained shear strength, c' = Drained cohesion, ν' = Drained Poisson's Ratio.

Depth and thickness provided in the table should be considered as valid for a generalised subsoil model only. Bore hole logs can be reviewed for better understanding.

6.4 Geotechnical Design Parameters for Retaining Structures

Earth pressure parameters for the design of retaining structures are presented in Table 4. These parameters should be considered as preliminary.

Table 4. Geotechnical Design Parameters for Retaining Structures

Material type	γ (kN/m ³)	ϕ' (degrees)	K_0	Wall friction, $\delta = 0^\circ$	
				K_a	K_p
Loose Sand	16	28	0.51	0.34	2.85
Medium Dense to Dense Sand	18	35	0.44	0.28	3.54

Notes: γ = Bulk unit weight, ϕ' = Effective friction angle, K_0 = Coefficient of earth pressure at rest, K_a = Coefficient of drained active earth pressure, K_p = Coefficient of drained passive earth pressure.

6.5 Site Classification

Based on the subsurface surrounding site conditions observed during the field investigation, and the laboratory test results the site is classified as '**M**' site classification in accordance with the definitions provided in Australian Standard AS2870-2011. The characteristic surface movement can be considered $20 < Y_s \leq 40$ mm. The soil suction change of 2.5 m is considering in this case.

The site can be reclassified to '**S**' classification by conducting the remedial measures or site preparation as describe at Section 6.7. The characteristic surface movement can be considered up to ($0 < Y_s \leq 20$ mm) in accordance with the definitions provided in Australian Standard AS2870-2011.

General definition of 'Site Class' is shown in Table 5 (Source: AS 2870-2011).

Table 5. General Definition of Site Class (Source: AS 2870-2011)

Site Class	Soil Description	Characteristic Surface Movement, Y_s (mm)
A	Most SAND and ROCK sites with little or no ground movement due to moisture content variation	little or no ground movement
S	Slightly reactive clayey or silty SAND, which will cause slight ground movement due to moisture content variation	$0 < Y_s \leq 20$
M	Moderately reactive clayey or silty soil which will cause moderate ground movement due to moisture content variation	$20 < Y_s \leq 40$
H1	Highly reactive clayey or silty soil which will cause high ground moved due to moisture content variation	$40 < Y_s \leq 60$
H2	Highly reactive clayey or silty soil which will cause high ground moved due to moisture content variation	$60 < Y_s \leq 75$
E	Extremely reactive clayey or silty soil which will cause extreme ground movement due to moisture content variation	$Y_s > 75$
P	Problematic sites, consisted of soft soils, soft clay or silt or loose sand; landfills, mine subsidence, collapsing soils, very reactive soils, subjected to erosion and sites which cannot be classified as A to E.	-

6.6 Earthquake Design Factor and Sub-Soil Class

Australian Standard AS1170.4-2007 Structural Design Actions Part 4 "Earthquake actions in Australia" is recommended for earthquake consideration. AS1170.4-2007 outlines the design criteria required for a structure in consideration of the risk of being subjected to earthquake loads. Earthquake design factors for the site are summarized in Table 6.

Table 6. Earthquake Design Factors

Factor/Class	Value/Name	Ref. AS1170.4- 2007
Hazard Factor (z), Hyden Zone	0.07 – 0.08	Section 3 Table 3.2
Site sub-soil class	Class C _e – Shallow Soil	Section 4 Clause 4.1

6.7 Earthworks

This section discusses the recommended remedial measures with procedures and site preparation across the site.

6.7.1 Structural Fill or Non Reactive Fill

Suitable materials for structural fill shall be a clean sand fill. The fill material at compaction should comprise sand that is free from oversized material (i.e. material > 75 mm in any dimension), contains less than 5% fines (material passing 0.075 mm sieve), free from foreign material, organic material or other deleterious material. It should also be free from industrial waste, solid waste, or construction and demolition debris.

6.7.2 Recommended Remedial Measures

Earthworks should be carried out in general accordance with the Australian Standard AS 3798-2007 "Guidelines on Earthworks for Commercial and Residential Developments". The following are the recommended remedial measures to be followed during preparation of the site areas within the proposed development footprints:

- Remove and grab all trees from the site, including root masses and tree stumps.
- Clear uncontrolled fill, grasses, paved materials, demolition debris, concrete slabs, strip footings, pond lining, soft clay or other deleterious and organic material and stockpile separately and then remove from the site.
- **For site class 'S'**, prepare a sand pad of **700mm** over reactive clay and compact as per AS 3798.
- Compact /proof roll the exposed surface, with required number of passes (a minimum of 6 passes) of a vibratory roller to a dense state, i.e., to 95% of MMDD in accordance with AS1289.5.2.1. Add moisture as needed during the compaction. Compaction must not be attempted if the exposed ground is saturated or groundwater is at excavation level.
- Backfill the site with clean sand (select fill). Place the sand material in lifts not exceeding 300 mm in loose thickness and compact the lift using a vibratory compactor to 95% of its modified maximum dry density in accordance with AS1289.5.2.1. The material at compaction should be moisture conditioned within -1% to +2% of its optimum moisture content. Follow the same procedure of lift and compaction up to the finished ground level.
- Subgrade (or backfill lifts/layers) at carpark, driveway, hardstand area, access road areas shall be compacted to 98% of MMDD in accordance with AS1289.5.2.1. Add moisture as needed during the compaction.
- Undertake necessary excavation to the required depth for the proposed shallow foundation, raft, pad and strip footing. Footing bases should be comprised of a minimum of 700 mm thick sand pad. Temporary excavation up to 1 m depth can be conducted with a maximum dry slope angle of 1V: 1.5H. It is highly recommended to undertake a series of DCP tests at each footing base to ensure that the ground beneath the footing, at least to 1 m depth, does not comprise loose sands or other deleterious, clay or weak materials. Hand held compactor can be used if the base ground is not in dense state.
- Care will need to be taken when compacting in the vicinity of existing structures to avoid damage from excessive vibrations.

- The Owner needs attention regarding the CSIRO publication in Building Technology File Number 18 from "Guide to Home Owners on Foundation Maintenance and Footing Performance".

It is highly recommended that during the course of construction to verify site preparation and compaction prior to pouring of concrete checked by a geotechnical engineer.

6.8 Bearing Capacity

As discussed in Section 6.7.2, all footing bases should be comprised of a minimum of 300 mm thick sand pad overlies on dense or stiff to very stiff material, to a minimum depth of 1 m below the footing excavation level.

The allowable bearing pressures are estimated (Table 7) to limit settlements to less than or equal to 25 mm and provide a minimum factor of safety of 2.0 against general bearing capacity failure. These bearing pressures do not consider eccentric and inclined loading conditions and interaction effects (i.e., loadings from adjacent foundations). Furthermore, the calculations assume that the areas beneath the pad and strip foundations have been compacted to a density ratio of 95% modified compaction, MMDD, and are founded at least 0.5 m to 1.0 m below final ground level.

Table 7. Allowable Bearing Pressures for Typical Strip and Pad Footings

Embedment Depth (m)	Footing Type	Footing Width (m)	Allowable Bearing Pressure (kPa)	Estimated Settlement (mm)
0.5	Strip	0.5	80	20
		1	100	20
		1.5	120	25
0.5	Pad	1	100	20
		2	130	20
		3	160	25

6.9 Excavatability

The stiff to hard states of the in-situ soils suggest that the materials should be excavatable with standard earthmoving equipment (e.g. 8 to 20 tonne excavator). Temporary excavation up to 1 m depth can be conducted with a maximum dry slope angle of 2H:1V.

6.10 Stormwater Drainage

The site is generally comprising of gravelly sandy clay up to the investigation depth. Groundwater table was not observed at any of the boreholes up to the investigation depth of 1.7m below ground level. It is found from field permeability test that the coefficient of permeability or hydraulic conductivity of the site varies from 0.047 to 0.07 m/day.

Onsite disposal of stormwater via soakwell is not appropriate for this site. We recommend to disposal of stormwater or roof runoff to offsite of the property or to the council drain. The drainage system has to fulfil the requirements of local shire.

6.11 California Bearing Ratio (CBR)

The subgrade of the driveway/ access road areas shall be prepared as per the general guidelines set out in Section 6.7.2 and compacted to a density ratio of **98% MMDD**.

We recommend a design CBR value of 5% can be considered for this project.

7.0 REFERENCES

Australian Standard AS1170.4-2007, "Earthquake Actions in Australia".

Australian Standard AS 1726-1993, "Geotechnical Site Investigations".

Australian Standard AS 2870-2011, "Residential Slabs and Footings".

Australian Standard AS 3798-2007, "Guidelines on Earthworks for Commercial and Residential Developments".

Standards Australia, Hand Book HB 160-2006 "Soil Testing".

Perth Ground Atlas onlineversion, <https://maps.water.wa.gov.au/#/webmap/gwm>, Department of Environment, WA.

CSIRO publication "*Guide to Home Owners on Foundation Maintenance and Footing Performance*" in Building Technology File Number 18.

Slavin Architects architectural drawings, Hyden Visitor's Centre Plan - REV 4.



Perth Geotechnics

APPENDIX – A

SITE PLAN AND SITE LAYOUT PLAN







APPENDIX – B

BORE HOLE LOGS, DCP & FIELD PERMEABILITY TEST CERTIFICATES



Perth Geotechnics

BORE HOLE LOG

Perth Geotechnics

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PO Box 165, Gosnells WA 6990
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www.perthgeotechnics.com.au

Reference:	GI862725PG	Client:	Hyden Progress Association
Project:	Geotechnical Investigation	Bore Hole ID:	BH1
Location:	36 Marshall Street, Hyden WA	Date Commenced:	12/11/2025
Easting:	50 675 160	Equipment Type:	Machine Auger
Northing:	6 408 242	Logged By:	HA
Sampling Type:	B - Bulk Sample	Checked By:	MH

Scale (m)	Depth (m)	GWT (m)	Sampling Type/Depth	Graphic Log	UCS Symbol	Sample ID	Soil Description	Moisture Condition	Density	Remarks/Field observations
	0.2				CL		Sandy Gravelly CLAY- low plasticity, yellowish brown, brown, fine to coarse grained gravel, fine to medium grained sand	D	H-VSt	
	0.5				CI		Gravelly Sandy CLAY- medium plasticity, yellowish brown, pale grey, brown, fine to medium grained sand, fine to coarse grained gravel	D	St-VSt	
	1.0							SM	St-VSt	
	1.5						Terminated at a depth of 1.5m due to auger refusal on hard clay	SM	H	
	2.0									
	3.0									
	4.0									
	5.0									

Remarks:

Sampling Type:
B - Bulk Sample (Disturbed),
U - Undisturbed Sample

Moisture Condition:

D - Dry, M - Moist, W - Wet
SM - Slightly Moist
= Water Table

Density:

VL = Very Loose, L = Loose,
MD = Medium Dense
D = Dense, VD = Very Dense

VS = Very Soft
F = Firm
St = Stiff

VSt = Very Stiff
H = Hard
R = Refusal



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Reference:	GI862725PG	Client:	Hyden Progress Association
Project:	Geotechnical Investigation	Bore Hole ID:	BH2
Location:	36 Marshall Street, Hyden WA	Date Commenced:	12/11/2025
Easting:	50 675 152	Equipment Type:	Machine Auger
Northing:	6 408 204	Logged By:	HA
Sampling Type:	B - Bulk Sample	Checked By:	MH

Scale (m)	Depth (m)	GWT (m)	Sampling Type/Depth	Graphic Log	UCS Symbol	Sample ID	Soil Description	Moisture Condition	Density	Remarks/Field observations
	0.2				CL		Sandy Gravelly CLAY- low plasticity, yellowish brown, brown, fine to coarse grained gravel, fine to medium grained sand	D-M	H-VSt	
	0.5				CI		Gravelly Sandy CLAY- medium plasticity, grey, brown, dark grey, fine to coarse grained gravel, fine to medium grained sand	M	St-VSt	
	1.0							M	St-VSt	
	1.3									
	1.5							M	VSt-H	
	1.7						Terminated at a depth of 1.7m due to auger refusal on hard clay			
	2.0									
	3.0									
	4.0									
	5.0									

Remarks:

Sampling Type:
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U - Undisturbed Sample

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Reference:	GI862725PG	Client:	Hyden Progress Association
Project:	Geotechnical Investigation	Bore Hole ID:	BH3
Location:	36 Marshall Street, Hyden WA	Date Commenced:	12/11/2025
Easting:	50 675 129	Equipment Type:	Machine Auger
Northing:	6 408 222	Logged By:	HA
Sampling Type:	B - Bulk Sample	Checked By:	MH

Scale (m)	Depth (m)	GWT (m)	Sampling Type/Depth	Graphic Log	UCS Symbol	Sample ID	Soil Description	Moisture Condition	Density	Remarks/Field observations
	0.2				CL		Sandy Gravelly CLAY- low plasticity, yellowish brown, brown, fine to coarse grained gravel, fine to medium grained sand	D-M	H-VSt	
	0.5				CI		Gravelly Sandy CLAY- medium plasticity, grey, brown, dark grey, fine to coarse grained gravel, fine to medium grained sand	M	St-VSt	
	1.0							M	St-VSt	
	1.5							M	VSt-H	
	1.7						Terminated at a depth of 1.7m due to auger refusal on hard clay			
	2.0									
	3.0									
	4.0									
	5.0									

Remarks:

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Reference:	GI862725PG	Client:	Hyden Progress Association
Project:	Geotechnical Investigation	Bore Hole ID:	BH4
Location:	36 Marshall Street, Hyden WA	Date Commenced:	12/11/2025
Easting:	50 675 160	Equipment Type:	Machine Auger
Northing:	6 408 221	Logged By:	HA
Sampling Type:	B - Bulk Sample	Checked By:	MH

Scale (m)	Depth (m)	GWT (m)	Sampling Type/Depth	Graphic Log	UCS Symbol	Sample ID	Soil Description	Moisture Condition	Density	Remarks/Field observations
	0.2				CL		Sandy Gravelly CLAY- low plasticity, yellowish brown, brown, fine to coarse grained gravel, fine to medium grained sand	D	H-VSt	
	0.5				CI		Gravelly Sandy CLAY- medium plasticity, yellowish brown, grey, brown, fine to medium grained sand, fine to coarse grained gravel,	D	St-VSt	
	1.0							SM	St-VSt	
	1.5						Terminated at a depth of 1.5m due to auger refusal on hard clay	SM	H	
	2.0									
	3.0									
	4.0									
	5.0									

Remarks:

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Reference:	GI862725PG	Client:	Hyden Progress Association
Project:	Geotechnical Investigation	Bore Hole ID:	BH5
Location:	36 Marshall Street, Hyden WA	Date Commenced:	12/11/2025
Easting:	50 675 171	Equipment Type:	Machine Auger
Northing:	6 408 232	Logged By:	HA
Sampling Type:	B - Bulk Sample	Checked By:	MH

Scale (m)	Depth (m)	GWT (m)	Sampling Type/Depth	Graphic Log	UCS Symbol	Sample ID	Soil Description	Moisture Condition	Density	Remarks/Field observations
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	0.5				CI		Gravelly Sandy CLAY- medium plasticity, yellowish brown, pale grey, brown, fine to medium grained sand, fine to coarse grained gravel	D	St-VSt	
	1.0							SM	St-VSt	
	1.5						Terminated at a depth of 1.5m due to auger refusal on hard clay	SM	VSt-H	
	2.0									
	3.0									
	4.0									
	5.0									

Remarks:

Sampling Type:
B - Bulk Sample (Disturbed),
U - Undisturbed Sample

Moisture Condition:

D - Dry, M - Moist, W - Wet
SM - Slightly Moist
= Water Table

Density:

VL = Very Loose, L = Loose,
MD = Medium Dense
D = Dense, VD = Very Dense

VS = Very Soft
F = Firm
St = Stiff

VSt = Very Stiff
H = Hard
R = Refusal



Perth Geotechnics

BORE HOLE LOG

Perth Geotechnics

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Reference:	GI862725PG	Client:	Hyden Progress Association
Project:	Geotechnical Investigation	Bore Hole ID:	BH6
Location:	36 Marshall Street, Hyden WA	Date Commenced:	12/11/2025
Easting:	50 675 187	Equipment Type:	Machine Auger
Northing:	6 408 192	Logged By:	HA
Sampling Type:	B - Bulk Sample	Checked By:	MH

Scale (m)	Depth (m)	GWT (m)	Sampling Type/Depth	Graphic Log	UCS Symbol	Sample ID	Soil Description	Moisture Condition	Density	Remarks/Field observations
	0.2				CL		Sandy Gravelly CLAY- low plasticity, yellowish brown, brown, fine to coarse grained gravel, fine to medium grained sand	D-M	H-VSt	
	0.5				CI		Gravelly Sandy CLAY- medium plasticity, grey, brown, fine to medium grained sand, fine to coarse grained gravel	M	St-VSt	
	1.0							M	St-VSt	
	1.5							M	VSt-H	
	1.6						Terminated at a depth of 1.6m due to auger refusal on hard clay			
	2.0									
	3.0									
	4.0									
	5.0									

Remarks:

Sampling Type:
B - Bulk Sample (Disturbed),
U - Undisturbed Sample

Moisture Condition:

D - Dry, M - Moist, W - Wet
SM - Slightly Moist
= Water Table

Density:

VL = Very Loose, L = Loose,
MD = Medium Dense
D = Dense, VD = Very Dense

VS = Very Soft
F = Firm
St = Stiff

VSt = Very Stiff
H = Hard
R = Refusal



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DYNAMIC CONE PENETROMETER (DCP) TEST CERTIFICATE

(AS 1289.6.3.2)

Correlation of Sand Density - Table 6.4.6.1 (A) & (B) HB 160-2006

Client	Hyden Progress Association	Project	Geotechnical Investigation
Reference	GI862725PG	Location	36 Marshall Street, Hyden WA
Date Tested	12/11/2025	Tested By	HA

References:	DCP1	DCP2	DCP3	DCP4	DCP5
Depth below ground level test commenced	Penetration Resistance - Blows/100mm & Density Classification				
0-100	15 (H)	12 (H)	12 (H)	12 (H)	13 (H)
100-200	14 (H)	10 (VSt)	10 (VSt)	10 (VSt)	12 (H)
200-300	10 (VSt)	12 (H)	9 (VSt)	10 (VSt)	10 (VSt)
300-400	8 (VSt)	7 (VSt)	9 (VSt)	9 (VSt)	8 (VSt)
400-500	8 (VSt)	6 (VSt)	6 (VSt)	6 (VSt)	7 (VSt)
500-600	5 (VSt)	6 (VSt)	4 (St)	5 (VSt)	6 (VSt)
600-700	7 (VSt)	5 (VSt)	4 (St)	4 (St)	7 (VSt)
700-800	6 (VSt)	5 (VSt)	5 (VSt)	5 (VSt)	5 (VSt)
800-900	4 (St)	4 (St)	4 (St)	4 (St)	5 (VSt)
900-1000	5 (VSt)	4 (St)	5 (VSt)	5 (VSt)	4 (St)
1000-1100	4 (St)	5 (VSt)	4 (St)	4 (St)	5 (VSt)
1100-1200	5 (VSt)	4 (St)	3 (St)	5 (VSt)	5 (VSt)
1200-1300	4 (St)	3 (St)	4 (St)	6 (VSt)	4 (St)
1300-1400	4 (St)	5 (VSt)	5 (VSt)	8 (VSt)	6 (VSt)
1400-1500	11 (H)	5 (VSt)	6 (VSt)	11 (H)	10 (VSt)
1500-1600	-	6 (VSt)	8 (VSt)	-	-
1600-1700	-	10 (VSt)	11 (H)	-	-
1700-1800	-	-	-	-	-
1800-1900	-	-	-	-	-
1900-2000	-	-	-	-	-

Remarks: R= Refusal/ Hard

Table A: H = Hard >10, VSt = Very Stiff, 5 – 10, St = Stiff, 3 – 4, F = Firm, 1 – 2, S = Soft, 0 – 1, VS = Very Soft < 1

Table B: VD = Very Dense > 8, D = Dense, 4 – 8, MD = Medium Dense, 2 – 3, L = Loose, 1 – 2, VL = Very Loose < 1

DYNAMIC CONE PENETROMETER (DCP) TEST CERTIFICATE

(AS 1289.6.3.2)
Correlation of Sand Density - Table 6.4.6.1 (A) & (B) HB 160-2006

Client	Hyden Progress Association	Project	Geotechnical Investigation
Reference	GI862725PG	Location	36 Marshall Street, Hyden WA
Date Tested	12/11/2025	Tested By	HA

References:	DCP6	DCP7	DCP8	DCP9	DCP10
Depth below ground level test commenced	Penetration Resistance - Blows/100mm & Density Classification				
0-100	11 (H)				
100-200	10 (VSt)				
200-300	9 (VSt)				
300-400	8 (VSt)				
400-500	7 (VSt)				
500-600	6 (VSt)				
600-700	5 (VSt)				
700-800	4 (St)				
800-900	4 (St)				
900-1000	5 (VSt)				
1000-1100	5 (VSt)				
1100-1200	6 (VSt)				
1200-1300	4 (St)				
1300-1400	7 (VSt)				
1400-1500	8 (VSt)				
1500-1600	11 (H)				
1600-1700	-				
1700-1800	-				
1800-1900	-				
1900-2000	-				

Remarks: R= Refusal/ Hard

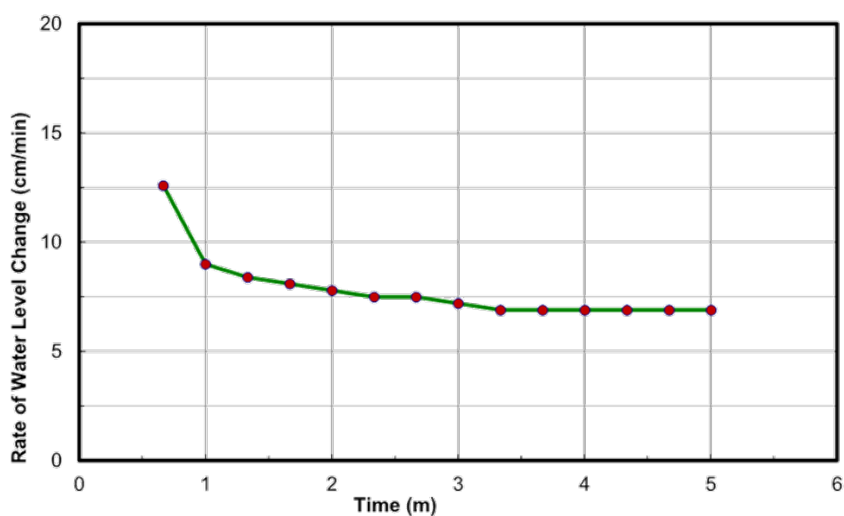
Table A: H = Hard >10, VSt = Very Stiff, 5 – 10, St = Stiff, 3 – 4, F = Firm, 1 – 2, S = Soft, 0 - 1, VS = Very Soft < 1

Table B: VD = Very Dense > 8, D = Dense, 4 – 8, MD = Medium Dense, 2 – 3, L = Loose, 1 – 2, VL = Very Loose < 1

PERTH GEOTECHNICS

Test ID	FPT1		Reference	GI862725PG
Project	Geotechnical Investigation		Client	Hyden Progress Association
Location	36 Marshall Street, Hyden WA		Soil Type	Gravelly Sandy Clay
Co-ordinates	Easting: 50 675 132	Northing: 6 408 216	Test Depth	1.0 m below ground level
Instrument Name	Guelph Permeameter		Date Tested	12/11/2025

PERMEABILITY TEST CERTIFICATES (ASTM D 5126-90)



Water Hydraulic conductivity K_{fs} : $5.4E-05$ cm/sec
 $4.7E-02$ m/day

Tested By: Mohammad Amzad Hossain

Date: 31/12/2025

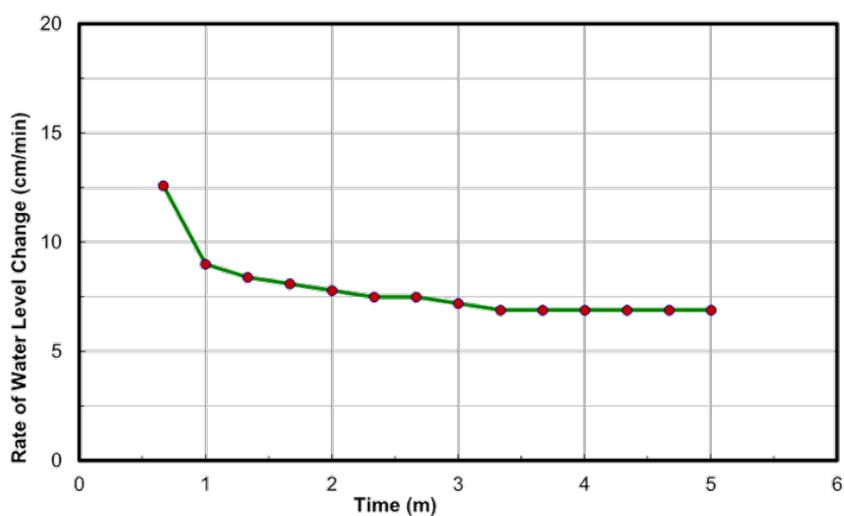


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PERTH GEOTECHNICS

Test ID	FPT2		Reference	GI862725PG
Project	Geotechnical Investigation		Client	Hyden Progress Association
Location	36 Marshall Street, Hyden WA		Soil Type	Gravelly Sandy Clay
Co-ordinates	Easting: 50 675 181	Northing: 6 408 200	Test Depth	1.0 m below ground level
Instrument Name	Guelph Permeameter		Date Tested	12/11/2025

PERMEABILITY TEST CERTIFICATES (ASTM D 5126-90)



Water Hydraulic conductivity K_{fs} : **8.0E-05** cm/sec
7.0E-02 m/day

Tested By: Mohammad Amzad Hossain

Date: 31/12/2025



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APPENDIX – C

LABORATORY TEST CERTIFICATES



WESTERN GEOTECHNICAL & Laboratory Services

SOIL | AGGREGATE | CONCRETE | CRUSHING

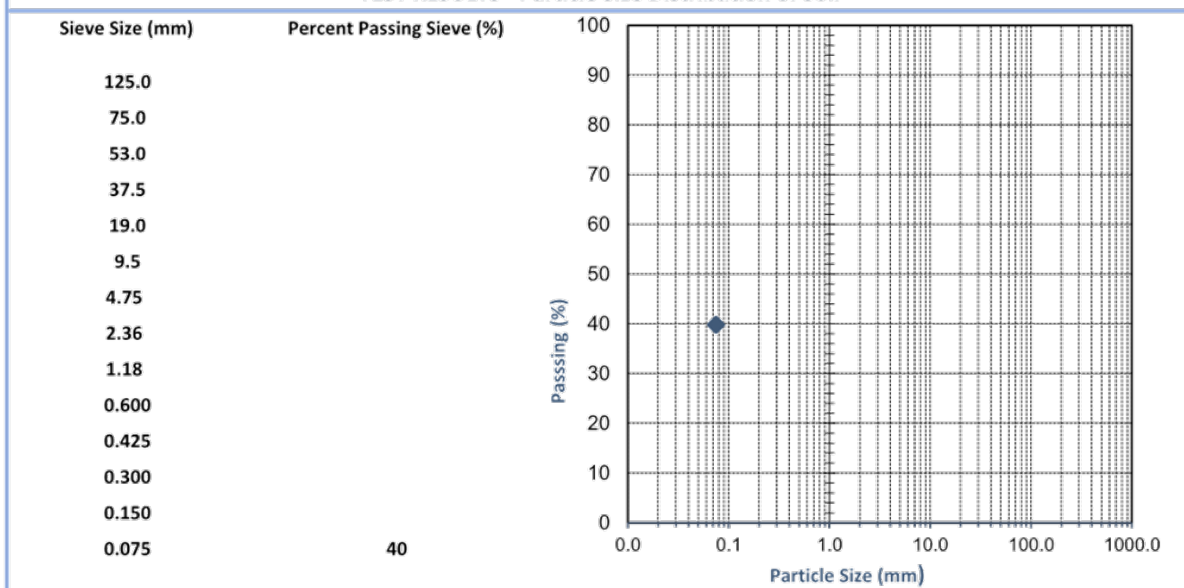
TEST REPORT - AS 1289.3.9.2, 3.2.1, 3.3.2, 3.4.1 & 3.6.1

Client:	Perth Geotechnics	Ticket No.	S19538
Client Address:	PO Box 165, Gosnells	Report No.	WG25.20400_1_PSDPI
Project:	Material Assessment	Sample No.	WG25.20400
Location:	31 Marshall Street, Hyden	Date Sampled:	Not Specified
Sample Identification:	BH2 (0.2-1.3m)	Date Tested:	19/11 - 20/11/2025

Sampling Method:

Sampled by Client, Tested as Received

TEST RESULTS - Particle Size Distribution of Soil



TEST RESULTS - Consistency Limits (Casagrande)

AS 1289.3.9.2	AS 1289.3.2.1	AS 1289.3.3.2	AS 1289.3.4.1		
Liquid Limit (%)	Plastic Limit (%)	Plastic Index (%)	Linear Shrinkage (%)	Mould Length (mm)	Condition of Dry Specimen:
31	14	17	9	250	Cracked, Curled
Method of Preparation: Dry Sieved			History of Sample: Oven Dried <50°C		

Comments: Clients request for the % fines of material passing 0.075mm only.

Approved Signatory:
Name: Danielle Reynolds
Date: 21/November/2025



Accreditation No. 20599
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APPENDIX – D

SITE PHOTOGRAPH



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Photo 01: Site is looking from McPherson Street, Hyden WA



Photo 02: Subsurface probing by hand auger at Borehole BH6 location



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Photo 03: Subsurface probing by hand auger at Borehole BH2 location



Photo 04: Soil from borehole location BH2



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Photo 05: Soil from Borehole BH3 location



Photo 06: Conducting Dynamic Cone Penetrometer test at DCP1 location

Landscape Concept

A landscape of discovery

This is a landscape of discovery.

On the site's doorstep lies the largest temperate Mediterranean woodland in the world with the surrounding area comprised of gentle undulating plains, salt lake chains, and a diverse mosaic of soils and geology.

The design draws these diverse landscapes into the site and offers places for gathering, lingering, and discovery.

The surrounding landscape includes mallee woodlands, halophytic (plants that thrive in high salt environments) shrublands, proteaceous scrub-heath, and large mallet (gimlets, salmon gums etc) woodlands on the valley floors.

These landscapes are interpreted on site to enhance visitors and locals experience by embodying the value of discovery. The proposed design reveals and re-establishes these local landscape ecologies.



Landscape Plan

LEGEND

1. Arrival Forecourt
 2. Informal Drainage Zone
 3. Welcome Area / Alfresco
 4. Courtyard Gardens
 5. Terraced Rock Seating
 6. Gravel Seating Area
 7. Raised Shaded Seating
 8. Discovery Landscape
 9. Discovery Path
 10. Native Landscape Garden
 11. Secondary Entry
 12. Rear Entry Access
 13. Back of House
- Plot Boundary



Look and Feel Imagery

Landscape that calms and cues



New rhythm, familiar tone



Local materials



Rocky foreground



Surfaces & Materials Plan

LEGEND

- ① Exposed aggregate concrete
- ② Recycled hardwood decking
- ③ Compacted summerstone fines
- ④ Compacted red gravel fines
- ⑤ Red asphalt
- ⑥ Custom recycled timber seating
- ⑦ Local granite seating rocks
- ⑧ Feature local granite rocks
- ⑨ Local gravel mulch (to all garden beds)
- - Plot Boundary

NOTE:

Refer to following pages for more information on materials and finishes.



Surface Finishes

Simple, robust, low-maintenance materials

The material selections prioritise durability and simplicity, and considers the ongoing use and maintenance requirements of the landscape.

The material palette draws from the tones, textures and processes of the surrounding landscape, grounding the project in the character of Hyden and the wider Western Woodlands.

The timber decking and concrete surfaces provide contrast and clarity through key arrival spaces and primary pathways.

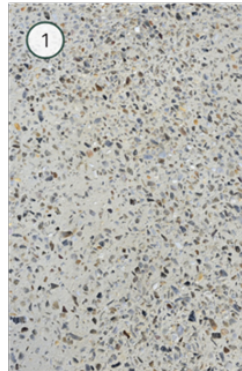
Compacted gravels are used on secondary pathways and encourage exploration and discovery within the landscape spaces.

Earth-based materials such as local gravel and granite reference the site's geology, while rammed earth and timber elements reinforce a sense of permanence and connection to place.

NOTE: All quantities are approximate.

PAVING

NOTE: Numbers refer to 'Surfaces and Materials Plan' locations.



Material: Exposed Aggregate Insitu Concrete
Colour: Grey Base
Location: Primary pathways
Approximate Area: 700m²



Material: Recycled Hardwood Decking, with natural oil finish.
Colour: Natural
Location: Entry thresholds
Approximate Area: 210m²



Material: Summerstone Gravel Fines
Colour: Natural
Location: Secondary pathways
Approximate Area: 140m²



Material: Compacted Local Gravel Fines
Colour: Natural
Location: Secondary pathways
Approximate Area: 550m²

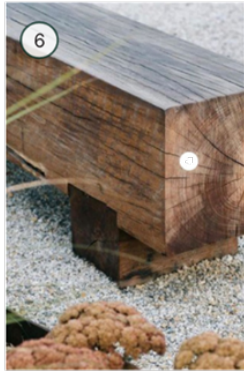


Material: Red asphalt with grey concrete kerb edge.
Colour: Red asphalt
Location: Northern car parking
Approximate Area: 450m²

Furniture and Materials

SEATING

NOTE: Numbers refer to 'Surfaces and Materials Plan' locations.



Material: Custom recycled timber railway sleepers, with natural oil finish.
Colour: Natural.
Location: Central courtyard
Approximate Length: 15 Lm



Material: Local granite seating rocks(400-800mm length)
Colour: Natural
Location: Northern courtyard
Approximate number: 40

FEATURES



Material: Feature local rocks (sizing TBC based on local supply however, typical 1000-1800mm length)
Colour: Natural
Location: Throughout
Approximate number: 20

MULCH



Material: Local gravel mulch (5-25mm size) used on all garden beds to 50mm depth
Colour: Natural
Location: Garden beds
Approximate Area: 1800m²

NOTE: All quantities are approximate.

Planting

The planting selections prioritise local species, and considers the ongoing use and maintenance requirements. The planting palette below provides examples of key plant species that are local to the area and suitable for use in the landscape design. The use of these plants draws from the surrounding landscapes, grounding the project in the character of Hyden and the wider Western Woodlands.

TREES



Name: *Eucalyptus salubris*
'Gimlet'
Pot Size: 90L



Name: *Eucalyptus salmonphloia*
'Salmon Gum'
Pot Size: 90L



Name: *Eucalyptus alipes*
'Hyden Mallet'
Pot Size: 45L



Name: *Cratystylis conocephala*
'False bluebush'
Pot Size: 140ml



Name: *Kunzea pulchella*
'Granite Kunzea'
Pot Size: Tubestock



Name: *Austrostipa elegantissima*
'Feather spear-grass'
Pot Size: Tubestock

Approximate quantities for landscape areas

90L Trees x 20

45L trees x 15

140ml pot x 2000

Tubestock x 4000

MORO





2025 Compliance Audit Return

Local Government Authority: The Shire of Kondinin

Local Government Act 1995

s. 2.29

Has every person elected or appointed to a mayor, president, deputy, or councillor role made the required declaration in the prescribed form before a prescribed person, prior to acting in the office?

Response: Yes

s. 3.16

Has the local government reviewed local laws, which have not been reviewed in the previous 8 years, to ensure compliance with Schedule 9.3, Clause 65?

Response: Yes

Comments: Notwithstanding, a full review is scheduled for 2026-2027 as one part of an Organisation Enhancement Program.

s.3.57

Subject to Local Government (Functions and General) Regulations 1996, regulation 11(2), did the local government invite tenders for all contracts for the supply of goods or services where the consideration under the contract was, or was expected to be, worth more than the consideration stated in regulation 11(1) of the Regulations?

Response: No

Comments: The OAG interim management letter (7937-002) identified three procurement activities rated as being moderate. The items related to the purchase of a motor vehicle - a procurement activity undertaken by a former employee and the supply of road making products / plant hire that were acquired through a panel arrangement. These items were addressed accordingly. As an explanatory note: the current CEO and ARIC have developed an enhancement program and workplan to enhance procurement activities, regularise contractor engagement and to implement a fit for purpose, compliant and logical procurement policy and accompanying processes.

s. 3.58(3)

Where the local government disposed of property other than by public auction or tender, did it dispose of the property in accordance with section 3.58(3) of the Local Government Act 1995 (unless section 3.58(5) applies)?

Response: Yes

s. 3.58(4)

Where the local government disposed of property under section 3.58(3) of the Local Government Act 1995, did it provide details, as prescribed by section 3.58(4) of the Act, in the required local public notice for each disposal of property?

Response: Yes

s. 3.59(2)(a)

Has the local government prepared a business plan for each major trading undertaking that was not exempt in 2025?

Response: Yes

Comments: The Shire undertook preparatory works with a local progress association for the concept, design and grant funding of a discovery centre in the Shire. The business plan process was undertaken, the process did not proceed. Remedial actions have now been taken and endorsed by Council (2026-2027).

s. 3.59(2)(b)

Has the local government prepared a business plan for each major land transaction that was not exempt in 2025?

Response: N/A

s. 3.59(2)(c)

Has the local government prepared a business plan before entering into each land transaction that was preparatory to entry into a major land transaction in 2025?

Response: N/A

s. 3.59(4)

Has the local government complied with public notice and publishing requirements for each proposal to commence a major trading undertaking or enter into a major land transaction or a land transaction that is preparatory to a major land transaction for 2024?

Response: Yes

s. 3.59(5)

During 2025, did the council resolve to proceed with each major land transaction or trading undertaking by absolute majority?

Response: No

Comments: The transaction before Council provided for specific process detail, however, the procedure was incomplete. Accordingly, the resolution was not specific enough to endorse proceeding. This matter is now before the Council (Discovery Centre) and has been conducted in accordance with the Act, correcting the former work undertaken.

s. 5.16 (1)

Were all delegations to committees resolved by absolute majority?

Response: Yes

s. 5.16 (2)

Were all delegations to committees in writing?

Response: Yes

s. 5.17

Were all delegations to committees within the limits specified in section 5.17 of the Local Government Act 1995?

Response: Yes

s. 5.18

Were all delegations to committees recorded in a register of delegations?

Response: No

Comments: The register of delegations is under a deep review. The committee delegations are recorded by resolution and further articulated in the terms of reference of each committee. Non-statutory committees have been discontinued by the Council and moving forward will be included as a rolling agenda item for whole of Council consideration. This is considered as being a prudent and logical response to meet the workload of elected members and concurrently provide a whole of council lens over former committee work.

s. 5.36(4) and s. 5.37(3)

Were all CEO and/or senior employee vacancies advertised in accordance with Local Government (Administration) Regulations 1996, regulation 18A?

Response: Yes

s. 5.37(2)

Did the CEO inform council of each proposal to employ or dismiss senior employee?

Response: Yes

Comments: A single senior employee (CEO) was employed during the reporting period.

Where council rejected a CEO's recommendation to employ or dismiss a senior employee, did it inform the CEO of the reasons for doing so?

Response: N/A

s. 5.39B

Has the local government adopted and maintained model standards that incorporate the prescribed model standards within required timeframes (including amendments), ensured adoption by absolute majority, published an up-to-date version on its official website, and avoided including any inconsistent additional provisions?

Response: Yes

s. 5.42

Were all delegations to the CEO resolved by an absolute majority?

Response: Yes

Were all delegations to the CEO in writing?

Response: Yes

s. 5.43

Did the powers and duties delegated to the CEO exclude those listed in section 5.43 of the Local Government Act 1995?

Response: Yes

s. 5.44(2)

Were all employees delegated authority by the CEO under Section 5.44(1), issued with a written instrument of delegation?

Response: Yes

s. 5.45(1)(b)

Were all decisions by the Council to amend or revoke a delegation made by absolute majority?

Response: N/A

s. 5.46

Has the CEO kept a register of all delegations made under Division 4 of the Act to the CEO and to employees?

Response: Yes

Comments: As previously stated, the Administration is working with ARIC to review existing delegations at a deeper level.

Were all delegations made under Division 4 of the Act reviewed by the delegator at least once during the 2024/2025 financial year?

Response: Yes

Comments: This pre-dates the arrival of this author, however, it is understood from the former CEO that this occurred.

Did all persons exercising a delegated power or duty under the Act keep, on all occasions, a written record in accordance with Local Government (Administration) Regulations 1996, regulation 19?

Response: No

Comments: The ongoing review has identified that on the majority of occasions, the exercising of delegations has been the subject of a written record. We are currently developing a consistent approach across the organisation which will incorporate a comprehensive staff education program.

s. 5.50

If the local government paid a finishing employee an amount in addition to their entitlement, did the local government follow a policy it had adopted and published on its website outlining the circumstances in relation to payments made to terminated employees?

Response: Yes

Comments: The workplan endorsed by ARIC incorporates a wide-ranging policy review and has identified a number of statutory policies that require amendment including this. Progress is good, but under the consideration of ARIC. The payment of entitlements requires further clarification and policy amendment.

If the local government made a payment to a finishing employee that is more than the amount set out in the policy, was local public notice given?

Response: N/A

s. 5.51A

Has the CEO prepared and implemented a code of conduct to be observed by employees of the local government?

Response: Yes

Comments: The CoC was updated in accordance with the new legislative requirements. The Council and all employees have noted the document.

Has the CEO published an up-to-date version of the code of conduct for employees on the local government's website?

Response: Yes

s. 5.67

Where a council member disclosed an interest in a matter and did not have participation approval under sections 5.68 or 5.69 of the Local Government Act 1995, did the council member ensure that they did not remain present to participate in discussion or decision making relating to the matter?

Response: N/A

Comments: No financial or proximity interests were disclosed in the period.

s. 5.68(2)

Were all decisions regarding participation approval in relation to Section 5.68(2), including the extent of participation allowed and, where relevant, the information required by the Local Government (Administration) Regulations 1996 regulation 21A, recorded in the minutes of the relevant council or committee meeting?

Response: Yes

Comments: Wherever prescribed, a notation has been made in the minutes of the meeting. This author cannot identify any such instance during the reporting period, however, declarations of impartiality have been correctly recorded.

s. 5.69(5)

Were all decisions regarding participation approval in relation to Section 5.69(5), including the extent of participation allowed recorded in the minutes of the relevant council or committee meeting?

Response: N/A

s. 5.70

Where an employee had an interest in any matter in respect of which the employee provided advice or a report directly to council or a committee, did that person disclose the nature and extent of that interest when giving the advice or report?

Response: Yes

Comments: In a small, regional Local Government the likelihood of a perceived conflict of interest is not a possibility, it is a probability. The officers of the Shire are aware of their obligations and continue to declare interests as required.

s. 5.71B(5) and (7)

Where council applied to the Minister to allow the CEO to provide advice or a report to which a disclosure under section 5.71A(1) of the Local Government Act 1995 relates, did the application include details of the nature of the interest disclosed and any other information required by the Minister for the purposes of the application?

Response: N/A

Comments: No instances have been identified.

Was any decision made by the Minister under section 5.71B(6) of the Local Government Act 1995, recorded in the minutes of the council meeting at which the decision was considered?

Response: N/A

Comments: No instances have been identified.

s. 5.73

Were disclosures under sections 5.65, 5.70 or 5.71A(3) of the Local Government Act 1995 recorded in the minutes of the meeting at which the disclosures were made?

Response: N/A

Comments: Nil instances have been identified

s. 5.75

Was a primary return in the prescribed form lodged by all relevant persons within three months of their start day?

Response: Yes

s. 5.76

Was an annual return in the prescribed form lodged by all relevant persons by 31 August 2025?

Response: Yes

s. 5.77

On receipt of a primary or annual return, did the CEO, or the Mayor/President, as the case may be, give written acknowledgment of having received the return?

Response: Yes

s. 5.88

Did the CEO keep a register of financial interests which contained the returns lodged under sections 5.75 and 5.76 of the Local Government Act 1995?

Response: Yes

Did the CEO keep a register of financial interests which contained a record of disclosures made under sections 5.65, 5.70, 5.71 and 5.71A of the Local Government Act 1995, in the form prescribed in the Local Government (Administration) Regulations 1996, regulation 28?

Response: Yes

After a person ceased to be a person required to lodge a return under sections 5.75 and 5.76 of the Local Government Act 1995, did the CEO remove from the register all returns relating to that person?

Response: Yes

Have all returns removed from the register in accordance with section 5.88(3) of the Local Government Act 1995 been kept for a period of at least five years after the person who lodged the return(s) ceased to be a person required to lodge a return?

Response: Yes

s. 5.89A

Did the CEO keep a register of gifts which contained a record of disclosures made under sections 5.87A and 5.87B of the Local Government Act 1995, in the form prescribed in the Local Government (Administration) Regulations 1996, regulation 28A?

Response: Yes

Comments: No gifts have been received.

Did the CEO publish an up-to-date version of the gift register on the local government's website?

Response: Yes

s. 5.90A

Did the local government prepare, adopt by absolute majority and publish an up-to-date version on the local government's website, a policy dealing with the attendance of council members and the CEO at events?

Response: Yes

s. 5.94

Does the local government have information available for members of the public to inspect, free of charge as prescribed under section 5.94 and Admin Reg 29, except where restricted under this section?

Response: Yes

Comments: In addition, the Shire presents all up-to-date meetings, events and other localised information in community newsletters.

s. 5.96

Where a person is entitled to inspect information under this Division, can the local government confirm that copies are available and that the price at which it sells copies does not exceed the cost of providing them, (unless prescribed otherwise)?

Response: Yes

s. 5.96A

Did the CEO publish information on the local government's website in accordance with sections 5.96A(1), (2), (3), and (4) of the Local Government Act 1995?

Response: Yes

s. 5.104

Did the local government prepare and adopt, by absolute majority, a code of conduct to be observed by council members, committee members and candidates that incorporates the model code of conduct?

Response: Yes

Comments: The Code was developed in concert with the legislated amendments.

Did the local government adopt additional requirements in addition to the model code of conduct?

Response: Yes

Does it comply with section 5.104(3) and (4) of the Local Government Act 1995?

Response: Yes

Has the CEO published an up-to-date version of the code of conduct for council members, committee members and candidates on the local government's website?

Response: Yes

s. 5.128

Did the local government prepare and adopt (by absolute majority) a policy in relation to the continuing professional development of council members?

Response: N/A

Comments: A policy position exists; however, it will require an update and it is incorporated into the ARIC policy review program.

s. 7.12A(3), (4) and (5)

Where the local government determined that matters raised in the auditor's report prepared under section 7.9(1) of the Local Government Act 1995 required action to be taken, did the local government ensure that appropriate action was undertaken in respect of those matters?

Response: No

Comments: In part. The Cyber Security Strategy has been a matter reported over multiple years. A draft Strategy has been developed and will be presented to ARIC for commentary in September 2026. Procurement practice and procedure anomalies have been included in Auditor reporting and a revised policy and supporting processes and documentation is under development and expected to be presented to ARIC during November 2026.

Where matters identified as significant were reported in the auditor's report, did the local government prepare a report that stated what action the local government had taken or intended to take with respect to each of those matters?

Response: No

Comments: No formal report has been identified. Notwithstanding, the items contained within the reporting are known to this author and have been raised with ARIC as actionable items.

Within 14 days after the local government gave a report to the Minister under section 7.12A(4)(b) of the Local Government Act 1995, did the CEO publish a copy of the report on the local government's official website?

Response: No

Comments: Neither the Council nor ARIC has flagged any item as being a significant matter and a report has not been submitted to the Minister. The significance of multi-year auditor notice on cyber security (without resolution) may constitute this, however, both ARIC and the Council are satisfied that current work is resolving this issue.

Local Government (Administration) Regulations 1996

r. 18F

Were the remuneration and other benefits paid to a CEO on appointment the same remuneration and benefits advertised for the position under section 5.36(4) of the Local Government Act 1995?

Response: Yes

r. 19AB

Does the code of conduct contain the requirement that a local government employee (not including the CEO) must not accept a prohibited gift from an associated person?

Response: Yes

r. 19AC

Does the local government's code of conduct include requirements for the recording, storing, disclosure, and use of information relating to gifts accepted by local government employees (excluding the CEO) from associated persons, in accordance with regulatory requirements?

Response: Yes

r. 19AE

Does the local government's code of conduct include requirements addressing employee behaviour in the performance of duties, interactions with others, use and disclosure of information, use of local government resources and finances, the keeping of records, and the reporting and management of suspected breaches and misconduct, in accordance with regulatory requirements?

Response: Yes

Comments: We have taken this one step further to clearly articulate acceptable and non acceptable behaviours against the core values of the Shire.

r. 19B

Did the local government include in its annual report all information required under section 5.53(2)(g) and (i) and regulation 3A(2), including number of employee's in salary bands over \$130,000, remuneration and allowances paid, ordered payments, CEO remuneration, council member meeting attendance, available demographic information about council members, and details of any modifications to the strategic community plan or significant modifications to the corporate business plan?

Response: Yes

r. 19C

Has the local government adopted by absolute majority a strategic community plan?

Response: Yes

Comments: The Strategic Community Plan requires a significant overhaul and translation into the Council Plan. The ARIC and Council (through the organisational enhancement program) have agreed that a revised plan be implemented during 2026-2027. Phase one has been completed with a community survey (albeit a band 4 Shire is not required to do so) and community consultation into the survey results to determine key priorities has commenced. We will be also looking to incorporate more into our Council plan to interconnect the strategic pillars with existing and new strategies. Please note that the date of review box is completed only as a mandatory requirement of the return.

Adoption date or the date of the most recent review: 01/12/2025

r. 19DA

Has the local government reviewed its corporate business plan in accordance with Admin Regulation 19DA(4)?

Response: Yes

Comments: Please refer to r 19c. The business plan is in need of intensive update. Again, this is within the agreed workplan of the ARIC and will run concurrently with the Strategic Community Plan review. Please note that the date of review box is completed only as a mandatory requirement of the return.

Date of review: 01/12/2025

Does the corporate business plan comply with the requirements of Local Government (Administration) Regulations 1996 19DA(2) & (3)?

Response: Yes

Comments: It does, however, it will require significantly greater refinement.

r. 22

No response required. This is covered by s5.75.

r. 23

No response required. This is covered by s5.76.

r. 28

No response required. This is covered by s5.88(1).

r. 28A

No response required. This is covered by s5.89A(1).

r. 29

No response required. This is covered by s5.94.

r. 29C

Does the local government publish all prescribed information on its official website— including up-to-date policies, required details of council member and employee returns, council member fees and allowances, and relevant public notices—within the specified timeframes and in accordance with legislative requirements?

Response: Yes

Comments: As previously stated, a complete overhaul of policy and strategy is underway. The existing Policy Manual contains multiple items that should not be included as a policy and as we progress through each change, and update, the revised items are posted. The Council resolved a policy approach "policy about policies" to clearly define and future proof what is and what is not contained in our policy library. This level of clarity has seen a distinct and positive change.

r. 35

Has every local government council member completed and passed the Council Member Essentials course, consisting of the five required modules and delivered by an approved provider, within 12 months of being elected?

Response: No

Comments: One Councillor has yet to complete the required course but is enrolled to do so before October. Upon completion, all Councillors will be compliant.

r. 36

Does the local government appropriately identify and document council members who are exempt from the training requirements under section 5.126(1), including verifying that the member:

- has completed an approved course within the specified 5-year period prior to election, or
- completed the LGASS00002 Elected Member Skill Set before 1 July 2019 within the relevant timeframe, or
- qualifies for the transitional exemption applicable to council members in office at the commencement of the 2019 regulatory amendments?

Response: No

Comments: The training register provides this information but not explicitly. We will implement this.

Local Government (Audit) Regulations 1996

r. 10

Was the auditor's report for the financial year ending 30 June 2025 received by the local government within 30 days of completion of the audit?

Response: Yes

r. 17

Did the CEO review the appropriateness and effectiveness of the local government's systems and procedures in relation to risk management, internal control and legislative compliance in accordance with Local Government (Audit) Regulations 1996 regulation 17 within the three financial years prior to 31 December 2025?

Response: Yes

Comments: Past CAR reporting indicates that this occurred.

Date of council's resolution to accept the report: 17/12/2025

Local Government (Constitution) Regulations 1998

r. 11FA

Did the CEO provide the Minister a report as to the result of the election within 14 days of the declaration and in the form of Form 20 of the Local Government (Elections) Regulations 1997, modified as necessary?

Response: Yes

r. 13

Were all required oaths, affirmations and declarations under section 2.42 (in relation to Commissioners) made in the correct form (Form 8), before the appropriate authorised person?

Response: Yes

Local Government (Elections) Regulations 1997

r. 30G

Did the CEO establish and maintain an electoral gift register and ensure that all disclosure of gifts forms completed by candidates and donors and received by the CEO were placed on the electoral gift register at the time of receipt by the CEO and in a manner that clearly identifies and distinguishes the forms relating to each candidate in accordance with regulations 30G(1) and 30G(2) of the Local Government (Elections) Regulations 1997?

Response: Yes

Comments: No disclosures were made relating to the receipt of gifts.

Did the CEO remove any disclosure of gifts forms relating to an unsuccessful candidate, or a successful candidate that completed their term of office, from the electoral gift register, and retain those forms separately for a period of at least two years in accordance with regulation 30G(4) of the Local Government (Elections) Regulations 1997?

Response: N/A

Did the CEO publish an up-to-date version of the electoral gift register on the local government's official website in accordance with regulation 30G(5) of the Local Government (Elections) Regulations 1997?

Response: No

Comments: No disclosures were made nor gifts declared. Erroneously, a nil return was not published.

Local Government (Financial Management) Regulations 1996

r. 5

Has the CEO ensured efficient systems and procedures are established under provisions set out in Financial Management Regulations 5(1)(a) to (g)?

Response: Yes

Comments: Systems in place are long standing and incorporate policy positions. Policy and procedure are currently subject of the enhancement program and are expected to be updated within the 2026-2027 period.

r. 6

Has the local government ensured that any employee delegated responsibility for day-to-day accounting or financial management operations is not also delegated the responsibility for conducting internal audits, reviewing their own duties, or for managing, directing or supervising someone who carries out these functions?

Response: Yes

r. 7

Did the local government ensure it has regard to the needs of the inhabitants of the district as a whole and not keep separate ward accounts or determine expenditure on the basis of revenue from a ward?

Response: Yes

r. 8

Does the local government maintain separate accounts with a bank or other financial institution for money to be held in the municipal fund, trust fund and for reserve account purposes?

Response: Yes

r. 9

Did the local government keep separate financial records for each trading undertaking and each major land transaction?

Response: Yes

r. 11

Has the local government developed procedures for the authorisation of, and the payment of, accounts in accordance with Local Government (Financial Management) Regulations 11(1), (2) and (3)?

Response: Yes

Comments: Our procedures are included within the enhancement program for review.

r. 12

Were payments made from the municipal fund or trust fund made by the CEO under a delegated authority or authorised, in accordance with regulation 13(2), in advance by a council resolution?

Response: Yes

r. 13

Can the local government confirm that, where the CEO has been delegated authority to make payments from the municipal or trust fund, the CEO prepared accurate monthly lists that are presented at the next ordinary council meeting and recorded in the minutes?

- includes the payee's name, payment amount, payment date, and sufficient information to identify each transaction where payments have already been made; or
- includes the payee's name, payment amount, sufficient information to identify each transaction, and the date of the council meeting (to which the list will be presented) for accounts requiring council approval.

Response: Yes

r. 13A

Did the local government prepare a list each month of all payments made using employee-authorised credit, debit or other purchasing cards, and include the payee's name, the amount of the payment, the date of the payment, sufficient information to identify the payment, and present the list at the next ordinary council meeting (and record in the minutes)?

Response: Yes

r. 19

Has the local government established and documented internal control procedures to enable identification of the nature and location of all investments and any related transactions?

Response: Yes

r. 19C

Has the local government ensured that all investments made under section 6.14(1) comply with statutory restrictions set out in Financial Management Reg. 19C?

Response: Yes

Local Government (Functions and General) Regulations 1996

r. 7

No response required. This is covered by s3.59(2).

r. 9

No response required. This is covered by s3.59(2).

r. 10

No response required. This is covered by s3.59(2).

r. 11A

Did the local government comply with its current purchasing policy, adopted under the Local Government (Functions and General) Regulations 1996, regulations 11A(1) and (3) in relation to the supply of goods or services where the consideration under the contract was, or was expected to be, \$250,000 or less or worth \$250,000 or less?

Response: No

Comments: As previously reported, the Auditor identified three items that were subject of query. The procurement policy, procedures and supporting documents are a priority review item. ARIC has been briefed on the reforms required and this is an action item on the ARIC workplan.

r. 11

No response required. This is covered by s3.57.

r. 12

Did the local government consider the implications of Local Government (Functions and General) Regulations 1996, Regulation 12 when deciding to enter into multiple contracts rather than a single contract?

Response: N/A

Comments: The Shire has acted in accordance with the provisions of the Act and regulations when tendering. Multiple contracts have been awarded only on separable portions; a legitimate operational justification.

r. 14(1), (3) and (5)

If the local government sought to vary the information supplied to tenderers, was every reasonable step taken to give each person who sought copies of the tender documents, or each acceptable tenderer notice of the variation?

Response: Yes

r. 15

Did the local government's procedure for receiving and opening tenders comply with the requirements of Local Government (Functions and General) Regulations 1996, Regulation 15 and 16?

Response: Yes

r. 16

No response required. This is covered by r. 15.

r. 17

Did the information recorded in the local government's tender register comply with the requirements of the Local Government (Functions and General) Regulations 1996, Regulation 17 and did the CEO make the tenders register available for public inspection and publish it on the local government's official website?

Response: Yes

r. 18(1) and (4)

Did the local government reject any tenders that were not submitted at the place, and within the time, specified in the invitation to tender?

Response: No

Comments: Tender submissions based on place and time were compliant.

Were all tenders that were not rejected assessed by the local government via a written evaluation of the extent to which each tender satisfies the criteria for deciding which tender to accept?

Response: Yes

r. 19

Did the CEO give each tenderer written notice containing particulars of the successful tender or advising that no tender was accepted?

Response: Yes

r. 21

Does the local government's advertising and expression of interest processes for limiting who can tender comply with the requirements of the Local Government (Functions and General) Regulations 1996, Regulations 21 and 22?

Response: Yes

r. 22

No response required. This is covered by r. 21.

r. 23

Did the local government reject any expressions of interest that were not submitted at the place, and within the time, specified in the notice or that failed to comply with any other requirement specified in the notice?

Response: No

Comments: All submissions were submitted on time and at the place nominated.

Were all expressions of interest that were not rejected under the Local Government (Functions and General) Regulations 1996, Regulation 23(1) & (2) assessed by the local government? Did the CEO list each person as an acceptable tenderer?

Response: Yes

r. 24

Did the CEO give each person who submitted an expression of interest a notice in writing of the outcome in accordance with Local Government (Functions and General) Regulations 1996, Regulation 24?

Response: Yes

r. 24AD(2), (4) and (6)

Did the local government invite applicants for a panel of pre-qualified suppliers via Statewide public notice in accordance with Local Government (Functions & General) Regulations 1996 regulations 24AD(4) and 24AE?

Response: Yes

If the local government sought to vary the information supplied to the panel, was every reasonable step taken to give each person who sought detailed information about the proposed panel or each person who submitted an application notice of the variation?

Response: Yes

r. 24AE

No response required. This is covered by r. 24AD(2), (4) and (6).

r. 24AF

No response required. This is covered by r. 24AD(2), (4) and (6).

r. 24AG

Did the information recorded in the local government's tender register about panels of pre-qualified suppliers comply with the requirements of Local Government (Functions and General) Regulations 1996, Regulation 24AG?

Response: N/A

Comments: The Contract instruments remain under construction. Once completed this answer will revert to YES

r. 24AH(1) and (3)

Did the local government reject any applications to join a panel of prequalified suppliers that were not submitted at the place, and within the time, specified in the invitation for applications?

Response: No

Comments: All submissions received were on time and at the place specified.

Were all applications that were not rejected assessed by the local government via a written evaluation of the extent to which each application satisfies the criteria for deciding which application to accept?

Response: Yes

r. 24AI

Did the CEO send each applicant written notice advising them of the outcome of their application?

Response: Yes

r. 24E

Where the local government gave regional price preference, did the local government comply with the requirements of Local Government (Functions and General) Regulations 1996, Regulation 24E and 24F?

Response: N/A

Comments: Interestingly, we have received no claims for regional price preference. We are reviewing this and undertaking supplier briefing sessions as there is a suggestion that the price preference may have confused some local suppliers.

r. 24F

No response required. This is covered by r. 24E.

I certify this is a true and accurate copy of the 2025 Compliance Audit Return, as adopted by Council at the meeting of _____ 2026.

CEO

Date

Mayor or President

Date

SHIRE OF KONDININ - ENTERPRISE RISK & HAZARD REGISTER																			
Document Owner: Chief Executive Officer Review Cycle: Annual (or following significant events) Date: August 2025																			
Risk ID	Functional Area	Risk Category	Risk Description	Hazard / Cause	Potential Consequence	Inherent Likelihood (1-5)	Inherent Consequence (1-5)	Inherent Risk Score	Inherent Rating	Existing Controls	Control Effectiveness	Residual Likelihood (1-5)	Residual Consequence (1-5)	Residual Risk Score	Residual Rating	Further Treatment Actions	Risk Owner	Review Date	Action Status
GOV-001	Governance & Corporate	Strategic	Failure to deliver against the Corporate Business Plan / Community Strategic Plan	Poor planning, inadequate resourcing, lack of KPI monitoring	Loss of community confidence, failure to achieve Council's vision, adverse audit findings	3	3	9	HIGH	Annual/business plan review, quarterly CEO reporting to Council, WA/GA benchmarking participation	Moderate	2	2	4	MEDIUM	Strengthen quarterly performance dashboard, structure biannual community satisfaction survey	Chief Executive Officer	Jun-27	In Progress
GOV-002	Governance & Corporate	Governance	Conflict of interest not declared - Elected/Memorial staff	Failure to disclose pecuniary or proximity interests, inadequate training	Impaired Council decisions, legal challenge, reputational damage, Ombudsman investigation	2	3	6	MEDIUM	Statutory Disclosure regime (GSA 1995), annual declaration process, Councilor induction, staff GCI policy (Code of Conduct)	Moderate	1	3	3	LOW	Annual declaration review, include in Councilor induction, refresh staff training	Chief Executive Officer	Jun-27	Ongoing
GOV-003	Governance & Corporate	Governance	Council decision making process flawed or unlawful	Quorum failure, incorrect majority, invalid meeting process, inadequate officer reports	Decision void or voidable, Inspector, Department or SAT referral, reputational damage	2	4	8	HIGH	Local Government Act 1995 compliance, meeting procedures policy, legal advice for complex matters	Moderate	1	3	3	LOW	Legal review of meeting procedures, governance training for new Councilors	CEO / Governance Officer	Dec-26	Ongoing
GOV-004	Governance & Corporate	Compliance	Failure to comply with statutory reporting obligations (GAGS, Auditor General, DOT etc.)	Inadequate systems, staff capability gaps, missed deadlines	Minor intervention, adverse audit, financial penalties, reputational damage	2	4	8	HIGH	Compliance calendar maintained by Governance Officer, CEO sign-off on all statutory submissions	Moderate	1	3	3	LOW	Inclusion in ELT management meetings for monitoring	CEO / Governance Officer	Jun-27	Planned
GOV-005	Governance & Corporate	Reputational	Adverse media coverage damaging the Shire's reputation	Controversial Council decisions, service failure, social media escalation, political conflict	Loss of community confidence, political pressure, staff morale impacts	3	3	9	HIGH	Media policy, CEO as sole spokesperson, Councilor social media guidelines, proactive communications	Moderate	2	2	4	MEDIUM	Develop proactive media strategy, crisis communications plan	CEO / Communications	Jun-27	Planned
FN-001	Finance	Financial	Operating budget deficit due to cost escalation or revenue shortfall	Unplanned expenditure, grant revenue delays, rate collection shortfall, inflation	Reduced services, inability to fund capital works, adverse audit opinion	3	4	12	HIGH	Monthly budget monitoring, quarterly variance reporting to Council, conservative financial budgeting	Moderate	2	3	6	MEDIUM	Improve forecasting model, build operating reserve to 10% of operating expenditure	Manager Finance	Jun-27	Planned
FN-002	Finance	Financial	Fraud or misappropriation of Council funds	Inadequate segregation of duties, override of controls, collusion, weak procurement	Financial loss, criminal/prosecution, reputational damage, Auditor General referral	2	5	10	HIGH	Dual authorisation on payments, internal audit, random payment audits, whistleblowing policy	Moderate	1	4	4	MEDIUM	Implement automated payment anomaly detection, review signatory limits annually	CEO / Manager Finance	Jun-27	In Progress
FN-003	Finance	Financial	Significant uninsured loss or underinsurance	Asset register inaccurate, LGS cover gaps, catastrophic event exceeds cover	Major unrecovered financial loss, inability to replace or repair critical assets	2	5	10	HIGH	Annual LGS review/asset revaluation program, schedule of insured assets	Moderate	1	4	4	MEDIUM	Complete full asset revaluation, review all LGS policy schedules against current replacement values	Manager Finance	Dec-26	In Progress
FN-004	Finance	Financial	Long-term financial sustainability - inability to renew infrastructure	Ageing asset base, deferred maintenance, inadequate depreciation funding, rate-payer pressures	Accelerating infrastructure backlog, service failure, community safety risk	3	4	12	HIGH	Long-Term Financial Plan (10yr), Asset Management Plans per category, depreciation funding strategy	Moderate	2	3	6	MEDIUM	Review LTP assumptions, align AMP renewal schedules with LTP funding capacity	Manager Finance	Jun-27	Ongoing
FN-005	Finance	Financial	Grant acquisition failure - drawback or ineligibility	Incorrect expenditure (late acquittal), change in project scope without approval	Drawback of grant/funds, ineligibility for future grants, reputational damage with funding agencies	2	4	8	HIGH	Grant register, maintained; acquittal calendar; project officers trained on grant conditions	Moderate	1	3	3	LOW	Introduce grant management software, assign dedicated acquittal officer for major grants	Manager Finance / Project Officers	Jun-27	Planned
FN-006	Finance	Financial	Rating and valuation error leading to incorrect rates levied	GRV/LV error, incorrect differential rate application, change in land use not captured	Financial shortfall, ratepayer dispute, SAT review, reputational damage	2	3	6	MEDIUM	Annual rate setting process, internal review of rate model, ratepayer objection process	Moderate	1	2	2	LOW	Pre-setting rate model audit, liaise with Landgate annually on LV data	Manager Finance	Mar-27	Planned
PRO-001	Procurement	Compliance	Failure to comply with procurement thresholds, Local Government (Functions & General) Regulations	Staff unawareness of thresholds, splitting of purchases, urgency overrides	Invalid contracts, Auditor General finding, personal liability for approving officers	3	4	12	HIGH	Procurement policy with clear thresholds, annual staff training, purchase order system controls	Moderate	2	3	6	MEDIUM	Implement procurement policy attestation for all budget holders, increase audit sampling	CEO / Manager Finance	Jun-27	In Progress
PRO-002	Procurement	Compliance	Tender process defect - tender invalidated or challenged	Evaluation criteria not applied consistently, conflict of interest, inadequate documentation	Legal challenge, contract void, reputational damage, project delay	2	4	8	HIGH	Standard evaluation panels, probity officer for major tenders, documentation checklist	Moderate	1	3	3	LOW	Develop tender evaluation training, engage external probity adviser for tenders > \$1M	CEO / Manager Finance	Jun-27	Planned
PRO-003	Procurement	Financial	Site source/preferred supplier creating value-for-money risk	Remote location limits market, ongoing use of single supplier, relationship capture	Above-market pricing, reduced quality, loss of competitive tension	4	3	12	HIGH	Regional price benchmarking, WA/GA, preferred supplier agreements used where available, CEO approval for sole source	Moderate	3	2	6	MEDIUM	Develop and utilise regional procurement consortia, document sole-source justification	Manager Finance / Works	Jun-27	Ongoing
PRO-004	Procurement	Legal	Contract management failure - non-delivery by contractor	Inadequate contract documentation, no performance KPIs, failure to enforce terms	Non-delivery of services, financial loss, cost of reprocurement, legal action	3	3	9	HIGH	Contract register, contract management framework, milestone payment structure	Moderate	2	2	4	MEDIUM	Introduce contract management training for project officers, formalise contractor KPI	Works Manager / Finance	Jun-27	Planned
IT-001	Information Technology	Cyber / Technology	Cybersecurity breach - ransomware, data theft or system compromise	Phishing, unpatched systems, remote access, vulnerabilities, third-party breach	System downtime, data loss, financial loss, regulatory breach, reputational damage	3	5	15	CRITICAL	Managed security service, MFA on all remote access, endpoint protection, staff phishing training, offline backups	Moderate	2	4	8	HIGH	Annual penetration testing, implement zero-trust network architecture, cyber incident response plan	IT Manager / CEO	Dec-26	In Progress
IT-002	Information Technology	Cyber / Technology	Loss of critical business systems - Synergy, Share One, iStock and records	Server failure, software corruption, hosting outage, end-of-life systems	Inability to process rates, payments, permits; service disruption; data loss	3	4	12	HIGH	Cloud-hosted solutions with SLA, disaster recovery plan, tested backups, UPS on critical servers	Moderate	2	3	6	MEDIUM	Formalise and test DR plan annually, evaluate cloud migration for remaining on-premise systems	IT Manager	Dec-26	Planned
IT-003	Information Technology	Cyber / Technology	Sensitive data breach - personal information or Council confidential data	Unauthorised access, accidental disclosure, lost device, weak access controls	Privacy Act breach, notifiable data breach, reputational damage, legal liability	3	4	12	HIGH	Data classification policy, role-based access controls, encrypted devices, Privacy Act compliance	Moderate	2	3	6	MEDIUM	Conduct data mapping exercise, update privacy policy, train all staff annually	IT Manager / CEO	Jun-27	Planned
IT-004	Information Technology	Cyber / Technology	Failure of telecommunications infrastructure - internet, mobile, radio	NBN outage, tower failure, poor regional connectivity, no redundancy	Inability to process transactions, remote worker isolation, emergency contacts failure	4	3	12	HIGH	Dual ISP where available, satellite backup, 4G/5G fallback, UHF radios for works	Moderate	3	2	6	MEDIUM	Investigate Starlink as backup for critical sites, update Business Continuity Plan	IT Manager / Works Manager	Dec-26	Planned
IT-005	Information Technology	Governance	IT system non-compliance - software licensing, accessibility, data retention	Unlicensed software, failure to meet State Records Act obligations, inaccessible web content	Legal liability, audit finding, penalties, inability to access historical records	2	3	6	MEDIUM	Software asset register, State Records compliant (EDRMS), annual licence audit	Moderate	1	2	2	LOW	Implement EDRMS for all staff, conduct records disposal schedule review	IT Manager / Governance Officer	Jun-27	Planned
HR-001	Human Resources	People	Inability to attract and retain skilled staff - CEO, senior managers, technical	Remote location, housing shortage, limited local labour market, salary competition	Reduced service delivery capacity, increased workload on remaining staff, loss of corporate knowledge	4	4	16	CRITICAL	Remote area allowances, housing where available, succession planning, competitive remuneration review	Moderate	3	3	9	HIGH	Develop attraction/retention strategy, explore housing assistance, implement structured succession plans	CEO	Jun-27	In Progress
HR-002	Human Resources	People	Workplace health and safety incident - serious injury or fatality	Inadequate hazard management, plant failure, working alone in remote locations, fatigue	Worker death or serious injury, WorkSafe investigation, prosecution, reputational damage, compensation costs	2	5	10	HIGH	HSEQ management system, risk assessments, incident reporting, WHS committee, return-to-work program	Moderate	1	4	4	MEDIUM	Implement contractor WHS pre-qualification, enforce lone worker protocol, fatigue management policy	Works Manager / CEO	Dec-26	In Progress

HR-003	Human Resources	People	Workers compensation claims - high frequency or severity	Manual handling plan operation; slips trip falls; mental health events	Financial cost; staff absence; productivity loss; LGS premium increase	3	3	9	HIGH	Safety management system; RTW program; LAF; proactive ergonomic assessments	Moderate	2	2	4	MEDIUM	Analyse claim trends; implement targeted prevention program; review LAF utilization	Works Manager / HR	Jun-27	Ongoing
HR-004	Human Resources	People / Legal	Misconduct; Subpoena or harassment complaint - staff or elected member	Interpersonal conflict; power imbalance; inadequate complaint handling; culture issues	Legal liability; Workplace action; staff turnover; reputational damage; Council officer	2	4	8	HIGH	Code of Conduct; grievance procedure; Councilor behaviour policy; EAP; trained HR officer	Moderate	1	3	3	LOW	Implement regular culture survey; update grievance procedure; Councilor behaviour training	CEO / HR	Jun-27	Planned
HR-005	Human Resources	People	Loss of CEO - unplanned absence or departure	Medical event; resignation; dismissal; extended leave without adequate succession	Governance vacuum; loss of corporate knowledge; delayed decisions; community uncertainty	2	4	8	HIGH	Deputy CEO arrangement; CEO succession plan; key management knowledge documented	Moderate	1	3	3	LOW	Formalise succession plan; ensure deputy CEO can assume full CEO role; knowledge management reviews	Council / CEO	Jun-27	Planned
WRK-001	Works & Infrastructure	Asset / Infrastructure	Road network failure - structural failure or wearout affecting public safety	Inadequate maintenance funding; extreme weather; traffic loading beyond design; drainage failure	Public injury or fatality; legal liability; major reconstruction cost; community access disruption	3	5	15	Critical	Road asset management plan; grading schedule; drainage maintenance; annual condition assessment	Moderate	2	4	8	HIGH	Prioritise high risk roads in capital program; implement GIS based pavement condition database	Works Manager	Dec-26	In Progress
WRK-002	Works & Infrastructure	Asset / Infrastructure	Plant and fleet failure - critical plant out of service	Age of fleet; inadequate maintenance; operator error; parts supply delay	Inability to deliver road maintenance; contract works failure; high emergency repair cost	3	3	9	HIGH	Preventive maintenance schedule; plant replacement program in LTSP; emergency hire arrangements	Moderate	2	2	4	MEDIUM	Review plant replacement program against condition assessments; establish hire-in agreements	Works Manager	Jun-27	Ongoing
WRK-003	Works & Infrastructure	Environmental	Environmental non-compliance during works - vegetation, waterways, contamination	Inadequate environmental controls; contractor non-compliance; works near wetlands or remnant vegetation	EPA prosecution; project shutdown; remediation costs; reputational damage	2	4	8	HIGH	Environmental management plan for all projects; contractor EMP compliance requirement; DEMS business current	Moderate	1	3	3	LOW	Develop environmental register; brief Works staff on obligations; include EMP in contract documents	Works Manager / CEO	Jun-27	Planned
WRK-004	Works & Infrastructure	Asset / Infrastructure	Water and wastewater infrastructure failure - if applicable	Asset age; pipe failure; treatment system fault; drought reducing source	Public health risk; service disruption; regulatory breach; significant repair cost	2	5	10	HIGH	Asset management plan for water/wastewater; DWER licence compliance; emergency response plan	Moderate	1	4	4	MEDIUM	Complete condition assessments; update emergency action plan; community notification procedure	Works Manager	Dec-26	In Progress
WRK-005	Works & Infrastructure	Asset / Infrastructure	Asbestos containing material (ACM) disturbance during works or disaster event	Ageing ACM structures; building; storm evacuation lifting buried ACM pipe; demolition without survey	Worker and public exposure to asbestos fibres; WorkSafe investigation; contaminated site declaration; major cost	3	5	15	Critical	Asbestos register for Shire buildings; ACM survey before demolition; licensed removal; Benzbonding disposal	Moderate	2	4	8	HIGH	Complete ACM register for all Shire assets; train Works staff on identification; update emergency ACM response protocol	Works Manager / CEO	Dec-26	In Progress
WRK-006	Works & Infrastructure	Natural Hazard	Bushfires threatening Shire assets, community infrastructure or farm	Dry conditions; hot, dry, windy weather; fuel load; lightning; arson	Disruption of assets; community injury or death; emergency response cost; displaced residents	3	5	15	Critical	Shire Fire Risk Management Plan; VFBF support; firebreaks on Shire land; annual fuel management	Moderate	2	4	8	HIGH	Review and update emergency management arrangements; ensure VFBF equipment is maintained; ANARR training for staff	CEO / Works Manager	Dec-26	Ongoing
WRK-007	Works & Infrastructure	Natural Hazard	Flood event damaging roads, drainage and community assets	Extreme rainfall; inadequate drainage capacity; climate change increasing event frequency	Road damage; community access cut; asset repair costs; potential injury	3	4	12	HIGH	Stormwater management planning; regular current and drain maintenance; emergency response plan	Moderate	2	3	6	MEDIUM	Review drainage capacity against climate projections; maintain emergency works budget allocation	Works Manager	Jun-27	Planned
WRK-008	Works & Infrastructure	Contractor	Principal contractor liability - unsafe subcontractor or project site	Inadequate contractor WHS pre-qualification; insufficient site supervision	Serious injury; WorkSafe prosecution of Shire; financial liability; project delay	2	4	8	HIGH	Contractor WHS pre-qualification; site safety plans required; Shire representative on major projects	Moderate	1	3	3	LOW	Formalise contractor pre-qualification process; develop provider contractor checklist	Works Manager	Dec-26	Planned
PLD-001	Planning & Development	Legal / Compliance	Development approval challenge - SAT appeal or JR	Decision not consistent with scheme; inadequate reasons; procedural fairness failure	Decision overturned; legal costs; precedent set against Shire; reputational damage	2	4	8	HIGH	Delegation instrument; legal advice on complex applications; documented assessment; scheme amendment process	Moderate	1	3	3	LOW	Training for planning staff on reasons and procedure fairness; maintain register/scheme register	Manager Planning	Jun-27	Planned
PLD-002	Planning & Development	Compliance	Building permit non-compliance or unapproved structure	Owner/builders; inadequate inspection; rapid development period overwhelming capacity	Unsafe structures; legal liability; Shire enforcement costs; community safety risk	3	3	9	HIGH	Building inspection regime; building order powers; risk-based inspection prioritisation	Moderate	2	2	4	MEDIUM	Increase inspection sampling rate; develop proactive compliance program for high-risk structure types	Building Surveyor	Jun-27	Planned
PLD-003	Planning & Development	Compliance	Local Planning Scheme non-compliance or outdated scheme	Scheme older than 10 years; inconsistency with WAPC state planning policies; no local housing strategy	Invalid planning decisions; development uncertainty; legal risk; community dissatisfaction	2	4	8	HIGH	Scheme review in progress; legal advice on applications; inconsistent with scheme; WAPC consultation	Moderate	1	3	3	LOW	Prioritise scheme review and gazettal; engage WAPC for policy alignment; community consultation on housing strategy	Manager Planning / CEO	Dec-26	In Progress
PLD-004	Planning & Development	Environmental	Environmental impact from approved development	Inadequate conditions; poor contractor compliance; cumulative impact underestimated	Vegetation clearing; wetland impact; EPA action; community complaint; reputational damage	2	4	8	HIGH	Conditions monitoring; referral to DEWERP where required; environmental impact in assessment	Moderate	1	3	3	LOW	Develop conditions compliance monitoring system; environmental officer capability review	Manager Planning	Jun-27	Planned
COM-001	Community Services	People / Legal	Child safety incident in Shire-operated facility or program	Inadequate screening; supervision failure; unsafe premises; reporting failure	Child harm; criminal liability; mandatory reporting failure; catastrophic reputational damage	1	5	5	MEDIUM	Child Safe Standards compliance; WWGC for all staff; self-reported incident reporting; safe environment policy	Moderate	1	4	4	MEDIUM	Conduct Child Safe Standards audit; update child safety policy; all relevant staff trained	CEO / Community Services	Dec-26	In Progress
COM-002	Community Services	Service Delivery	Failure of aged care or disability services. Not a Shire delivered service, but a critical community requirement	Staff shortage; funding cut; regulatory non-compliance; contractor failure	Vulnerable person harm; regulatory sanction; community distress; grant withdrawal	2	5	10	HIGH	NDIS/CHSP compliance framework; service agreement monitoring; emergency backup provider	Moderate	1	4	4	MEDIUM	Review NDIS compliance obligations; identify backup provider; community needs assessment	Community Services Manager	Jun-27	Ongoing
COM-003	Community Services	Service Delivery	Visitor or public liability event at Shire facility or event	Unsafe premises; inadequate event management; failure to manage crowd; slip/trip/fall	Serious injury; legal liability; claim against Council/LGS (claim); facility closure	3	4	12	HIGH	Facility inspection schedule; event management plans; public liability cover through LGS signage	Moderate	2	3	6	MEDIUM	Implement formal facility risk assessment program; update event management template	Community Services Manager	Jun-27	Planned
COM-004	Community Services	Reputational	Grant program mismanagement - community grants or events funding	Inadequate assessment process; inconsistent decisions; conflict of interest; poor accountability	Community complaint; Ombudsman referral; audit finding; reputational damage	2	3	6	MEDIUM	Community grants policy; transparent assessment criteria; Council approval; acquittal requirements	Moderate	1	2	2	LOW	Review grants policy; introduce independent assessment panel for grants above \$5,000	CEO / Community Services	Jun-27	Planned
EH-001	Environmental Health	Compliance	Failure to LGR statutory environmental health functions - food premises, lodging, pools	Staff vacancy; inadequate inspection frequency; failure to act on complaint	Public health event; regulatory sanction by DPH; reputational damage	2	4	8	HIGH	Inspection schedule aligned to risk; EHO powers under Health Act 1911; DPH reporting	Moderate	1	3	3	LOW	Review EHO inspection database; risk-rate premises; ensure adequate EHO resourcing	EHO / CEO	Jun-27	Ongoing
EH-002	Environmental Health	Environmental	Water supply contamination - private or scheme water. Not under Shire management, however, a critical community service	Treatment failure; cross connection; drought reducing quality; illegal dumping near source	Public health emergency; media crisis; regulatory sanction; legal liability	1	5	5	MEDIUM	Water quality monitoring; DWER compliance; public alert procedure; liaison with Water Corporation	Moderate	1	4	4	MEDIUM	Review emergency water supply plan; ensure rapid public notification protocol is tested	EHO / Works Manager	Dec-26	Planned
EH-003	Environmental Health	Compliance	Asbestos management obligations not met on Shire-owned buildings	Incomplete asbestos register; failure to survey before works; inadequate removal process	Worker exposure; WorkSafe investigation; Contaminated Sites Act breach; legal liability	2	5	10	HIGH	Asbestos register for Shire buildings; mandatory survey before demolition/reconstruction; licensed removal	Moderate	1	4	4	MEDIUM	Complete full ACM audit of all Shire buildings; implement annual register review; staff awareness training	EHO / Works Manager / CEO	Dec-26	In Progress
EH-004	Environmental Health	Environmental	Illegal dumping - asbestos or hazardous waste on public land	Unaffordable legal disposal; enforcement gap; remote and unpopulated locations	Public health risk; contaminated site; significant Shire clean-up cost; EF-Act liability	4	4	16	Critical	Waste compliance patrol; signage at disposal sites; EPA referral for serious dumping; CCTV at transfer stations	Moderate	3	3	9	HIGH	Adopt concessional ACM disposal framework (see separate Committee paper); increase enforcement patrols	EHO / Works Manager	Dec-26	In Progress
EM-001	Emergency Management	Natural Hazard	Mass casualty or multi-agency emergency event	Catastrophic weather; major accident; industrial incident; pandemic	Community deaths and injuries; prolonged Shire emergency management role; financial cost	1	5	5	MEDIUM	Local Emergency Management Arrangements (LEMA) current; LEMC participation; BCP in place	Moderate	1	4	4	MEDIUM	Conduct desktop exercise of LEMA annually; ensure Shire BCP covers all service scenarios	CEO / EMPC	Dec-26	Planned

EM-002	Emergency Management	Natural Hazard	Heatwave or extreme weather event affecting vulnerable community members	Increasing extreme heat events/isolated elderly population; no cooling infrastructure	Preventable death or illness; reputational damage; community distress	3	4	12	HIGH	Community heatwave plan/welfare check program; cooling centres at Shire hall; DFES liaison	Moderate	2	3	6	MEDIUM	Develop heat health response plan; identify vulnerable community members; test welfare check procedure	CEO / Community Services	Dec-26	Planned
EM-003	Emergency Management	Pandemic / Biosecurity	Electrical disease outbreak affecting staff capacity and service delivery	Pandemic; significant local outbreak; biosecurity event affecting regional connectivity	Staff unavailability; reduced service delivery; emergency expenditure; community health risk	2	4	8	HIGH	Pandemic response plan; cross-training of critical functions; remote work capability; DFES liaison	Moderate	1	3	3	LOW	Review and update pandemic plan; test remote work systems; cross-train for all critical roles	CEO / HR	Jun-27	Planned
ADM-001	Administration	Records / Compliance	Failure to meet State Records Act obligations	Inadequate EDIMS; informal recordkeeping; disposal without authority; staff training gaps	SROWA audit finding 'loss of evidence in legal proceedings; inability to respond to FOI'	2	3	6	MEDIUM	EDIMS in use; disposal schedule in place; staff training on records management	Moderate	1	2	2	LOW	Review disposal schedule currently; complete transition to EDIMS for all staff; FOI procedure review	Governance Officer	Jun-27	Planned
ADM-002	Administration	Legal	FOI or section 594 information request mismanaged	Request not identified; response delayed; exempt material disclosed; fee error	WASC/Ombudsman referral; reputational damage; disclosure of sensitive material	2	3	6	MEDIUM	FOI policy; CEO as decision-maker; legal advice for complex requests; tracking register	Moderate	1	2	2	LOW	Train staff to identify and escalate FOIs; QA requests; update FOI register	CEO / Governance Officer	Jun-27	Planned
ADM-003	Administration	Compliance	Council policy and delegation instrument out of date	Failure to review after legislative change; CEO departure; restructure without policy update	Invoid; delegated decisions; audit finding; legal challenge to decisions	2	4	8	HIGH	Annual policy review schedule; delegation instrument reviewed after each legislative change; Council approval	Moderate	1	3	3	LOW	Implement policy management system with expiry dates; assign policy owners	Governance Officer / CEO	Jun-27	Planned
ADM-004	Administration	Governance	Failure of Council election process or candidate eligibility issue	WAEC non-compliance; ineligible candidate nominated; inadequate public notice	Election declared invalid; WAEC investigation; community loss of confidence	1	4	4	MEDIUM	WAEC manager process; CEO role limited to support; electoral roll maintenance	Moderate	1	3	3	LOW	Confirm CEO responsibilities with WAEC; review nomination support process	CEO / Governance Officer	Mar-27	Planned
LND-001	Land & Property	Asset / Legal	Shire-owned land or building encroachment or boundary dispute	Inadequate land register; unregistered encroachment; historical error in title	Legal costs; neighbour dispute; Shire liability for disputed works or structures	2	3	6	MEDIUM	Land register maintained; Landgate title search for acquisitions and disposals; legal advice	Moderate	1	2	2	LOW	Audit land register against current Landgate files; address encroachments proactively	CEO / Finance	Jun-27	Planned
LND-002	Land & Property	Asset / Compliance	Contaminated land on Shire-owned property	Historical land use; illegal dumping; asbestos; fuel storage; agricultural use	Contaminated Sites Act declaration; remediation liability; disposal value impaired; public health risk	2	5	10	HIGH	Land use history review on acquisitions; contaminated sites register; DEW consultation	Moderate	1	4	4	MEDIUM	Complete contaminated land assessment for high-risk Shire properties; update contaminated sites register	Works Manager / CEO	Jun-27	Planned
LND-003	Land & Property	Financial	Disposal of Shire land below market value or without proper authority	Inadequate valuation; political pressure; incorrect LGA Act process	Audit finding; SAT challenge; legal liability; reputational damage; financial loss	1	4	4	MEDIUM	LGA 1995 s3.58 process; independent valuation; public notice; Council resolution	Moderate	1	3	3	LOW	Develop land disposal checklist; confirm s3.58 compliance with legal advice before any disposal	CEO / Finance / Legal	Jun-27	Planned
RGN-001	Regional Collaboration	Governance / Legal	Failure of RoarOC joint arrangement - dispute between member Shires	Conflicting Shire priorities; governance breakdown; cost-sharing dispute; CEO disagreement	Dissolution of joint arrangement; duplication of services; loss of economies of scale; community impact	2	4	8	HIGH	RoarOC MOU agreement; CEO forum; joint committee governance; dispute resolution clause	Moderate	1	3	3	LOW	Review RoarOC agreement to ensure dispute resolution clause is current; annual governance review	CEO	Jun-27	Ongoing
RGN-002	Regional Collaboration	Financial	Shared infrastructure liability - tendering or other joint facility failure	Facility non-compliance; unexpected remediation cost; EPA action; insurance gap	Joint financial liability across four Shires; service disruption; regulatory sanction	2	5	10	HIGH	Tendering Management Plan; annual compliance review; LGIS coverage joint works budget	Moderate	1	4	4	MEDIUM	Complete annual tendering compliance inspection; confirm LGIS cover for shared liability	CEO / Works Manager	Dec-26	In Progress
RGN-003	Regional Collaboration	Service Delivery	Loss of shared service or regional contractor - waste, regional EHS, legal	Provider contract expiry; key person departure from shared service; funding cut	Loss of specialist capability; increased cost of individual procurement; service gap	3	3	9	HIGH	Maintain contract register for shared services; notice periods in agreements; succession planning	Moderate	2	2	4	MEDIUM	Review all shared service agreements for expiry; develop contingency for each critical shared service	CEO	Jun-27	Ongoing



Shire of Kondinin Bushfire Brigades

Annual General Meeting

Karlgarin Bowling Club

Wednesday 29 July 2026 – 6pm

Meeting Minutes

1. Opening

The meeting was opened by Bruce Wright at 6.10pm.

Welcome by the Chief Fire Control Officer - Roger Northey

Acknowledgement of Country – Bruce Wright

Safety and housekeeping information – Bruce Wright

Confirmation of quorum – Bruce Wright

2. Attendance

Roger Northey – Chief Bush Fire Control Officer	Cameron Lucas – Kondinin
Tom Mulcahy – Deputy Chief Bush Fire Control Officer	John Young – Kondinin
Blake Halford – Area Officer, DFES	Glenn Browning – Kondinin
Bruce Wright – Chief Executive Officer	Neil Whyte -Kondinin
	Andrew James – Karlgarin
	James Falconer – Hyden
	Murray James – Karlgarin
	Trevor Hinck - Hyden

3. Apologies

Paul Green – Hyden	Kurt Spurgeon – Kondinin
Geoff Whyte – Kondinin	Dennis Gittos - Hyden
Craig Trestail – Hyden	

4. Confirmation of Previous AGM Minutes

Moved: Neil Whyte

Seconded: Tom Mulcahy

That the 2025 Annual General Meeting Minutes are adopted as a true and correct record.

Carried by all

5. Business Arising from Previous AGM

Training records – status of review. Roger Northey (RN) confirmed that all training records and membership records have been updated.

East Hyden Shed – justification of a new asset is not evident – stronger focus on incident reporting.

Karlgarin – delivery of a new appliance.

5. Annual Reports

Chief Fire Control Officer Report – Roger Northey

Brigade activities during the year included a continued focus on training and development. Karlgarin received a new truck. Record updating has been completed and was a substantial piece of work.

Attendees discussed at length backpackers and others undertaking rural fire awareness training and the capacity for those to attend fires. It was recommended that they are not engaged to fight fires.

6. Election of Office Bearers

Bruce Wright declared all officer seats vacant and called for nominations for Chief Fire Officer.

Nominator: Tom Mulcahy

Nominee: Neil Whyte

Seconded: James Falconer

Neil Whyte accepted the nomination and in the absence of further nominations, was unanimously endorsed.

Carried by all.

Nominations for Deputy Chief Fire Officer/s were called:

Nominator: Murray James

Nominee: Tom Mulcahy

Seconded: Cameron Lucas

Tom Mulcahy accepted the nomination and in the absence of further nominations, was unanimously endorsed.

Carried by all.

Nominations for the Fire Weather Officer was called:

Nominator: Tom Mulcahy

Nominee: Bruce Wright

Seconded: James Falconer

Bruce Wright accepted the nomination and in the absence of further nominations, was unanimously endorsed.

Carried by all.

Neil Whyte requested that Bruce Wright continued to Chair the meeting.

7. Election of Dual Bushfire Control Officers

Mover: Neil Whyte

Motion: That the existing dual bushfire control officers be nominated for each location (as listed above).

Seconded: Trevor Hinck

Carried by all.

Shire of Corrigin

Roger Northey

Glenn Browning

Shire of Kulin

Trevor Hinck

Andrew James

Shire of Narembeen

Neil Whyte

Murray James

Paul Green

Shire of Yilgarn

James Falconer

Shire of Lake Grace

Tom Mulcahy

Carried by all

8. Shire Bushfire Control Officers

Mover: Neil Whyte

Motion: That the following Fire Control Officers for the Shire of Kondinin are endorsed for the approval of the Council.

Chief Fire Control Officer

Neil Whyte

Deputy Chief Fire Control Officer

Tom Mulcahy (East) FCO

Fire Weather Officer

Bruce Wright

Kondinin Town Brigade

Kurt Spurgeon FCO

John Young DFCO

Kondinin Brigade (West)

Glen Browning FCO

Cameron Lucas DFCO

Kondinin Brigade (East)

Neil Whyte FCO

Geoff Whyte DFCO

Karlgarin Brigade (North)

Murray James	FCO
Peter Richter	DFCO

Karlgarin Brigade (South)

Andrew James	FCO
Craig Trestrail	DFCO

Hyden Town Brigade

Ashley Rogers	FCO
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Hyden Brigade (North)

Paul Green	FCO
Jeremy James	DFCO (TBC)

Hyden Brigade (South)

Trevor Hinck	FCO
Stephen James	DFCO

East Hyden Brigade (North)

James Falconer	FCO
Dennis Gittos	DFCO

9. Operational and Strategic Matters

- Upcoming fire season preparedness – discussion focussing on training and the attendance by farm workers to the Fire Awareness training. A focus on rural fire awareness is sought.
- Training plan – discussions relative to training programs available and those show should attend training. A stronger focus on courses being tailored to farmers was discussed. An informal plan is in place with training courses circulated and available through DFES. An annual Shire training day – Shire staff & BFB personnel was suggested.
- Equipment replacement and maintenance – PPE. A lengthy discussion on Shire water tanker equipment and hose connections. Further discussed in developing a training day between Shire and BFB and an increase in interactions between the Shire and BFB.
- Recruitment and retention – challenges across all sectors. Seasonality also becomes a challenge.
- Community education initiatives – the Karlgarin truck handover.
- Funding and grant opportunities – DRF grant application for warning signage and generators at various locations.
- Local Emergency Management Arrangements (LEMA) – existing document to be circulated to members for comment. The LEMA is due for review and presentation to the Council.
- Bushfire Risk Management Strategy - existing document to be circulated to members for comment. The BRMS is due for review and presentation to the Council.

8. General Business

- Motions submitted by members - Nil
- Recognition of member achievements - Nil

- Long service acknowledgements - Nil
- Awards and presentations – Nil
- CEO thank volunteers, partners and supporters.
- Acknowledge retiring officers and committee members - Nil
- Other business raised from the floor – Communication planning, pre-existing issues with mobile phone communications.
- Shire to activate online system asap – more information required for members.
- PPE – orders to be held centrally.
- Permit books – new permit books available at Kondinin and Hyden Shire offices.

9. DFES AO East – Mr Blake Halford

- Provided an overview of regional activities.
- Mr Peter Thomas has been appointed as the Superintendent for the region – 30 years of experience in cross functional roles within DFES.
- The region has experienced a busy year – Boddington.
- Spike in electric car fires – create a smoke hazard.
- Encouraged the management of exposures.
- Training
- Water bombers – Narrogin (October) to be positioned in concert with the commencement of the season.
- Discussion relative to communications, strategic plans, BFAC creation for the Shire, more regular radio and communication checks throughout the Shire.

9. Closure

- To be confirmed – BFAC development.
- Meeting close – 7.40pm

Action Items

- PPE – orders for all sites, certainly controlled
- BFAC – creation
- Communication – radio checks
- LEMA & BFR Plan