SHIRE OF LEONORA

NOTICE OF AN
ORDINARY COUNCIL MEETING
AGENDA

DEAR COUNCIL MEMBER,
THE NEXT ORDINARY COUNCIL MEETING OF THE SHIRE OF LEONORA WILL BE HELD ON TUESDAY, 20TH OCTOBER, 2026 IN COUNCIL CHAMBERS, LEONORA AT 10:00 AM

_____

TY MATSON
CHIEF EXECUTIVE OFFICER

AGENDA FOR THE MEETING IS DETAILED OVER PAGE.

SHIRE OF LEONORA

INFORMATION FOR PUBLIC ATTENDING COUNCIL MEETINGS

PLEASE NOTE:-

THE RECOMMENDATIONS CONTAINED IN THIS AGENDA ARE OFFICERS' RECOMMENDATIONS ONLY AND SHOULD NOT BE ACTED UPON UNTIL COUNCIL HAS RESOLVED TO ADOPT THOSE RECOMMENDATIONS.

THE RESOLUTIONS OF COUNCIL SHOULD BE CONFIRMED BY PERUSING THE MINUTES OF THE COUNCIL MEETING AT WHICH THESE RECOMMENDATIONS WERE CONSIDERED.

MEMBERS OF THE PUBLIC SHOULD ALSO NOTE THAT THEY ACT AT THEIR OWN RISK IF THEY ENACT ANY RESOLUTION PRIOR TO RECEIVING OFFICIAL WRITTEN NOTIFICATION OF COUNCIL'S DECISION.

TY MATSON
CHIEF EXECUTIVE OFFICER

COUNCIL MEETING INFORMATION NOTES

1. Your Council generally handles all business at Ordinary or Special Council Meetings.
2. From time to time Council may form a Committee to examine subjects and then report to Council.
3. Generally, all meetings are open to the public; however, from time to time Council will be required to deal with personal, legal and other sensitive matters. On those occasions Council will generally close that part of the meeting to the public. Every endeavour will be made to do this at the last item of business of the meeting.
4. Public Question Time. It is a requirement of the Local Government Act 1995 to allow at least fifteen (15) minutes for public question time following the opening and announcements at the beginning of the meeting. Should there be a series of questions the period can be extended at the discretion of the Chairman.

   Written notice of each question should be given to the Chief Executive Officer fifteen (15) minutes prior to the commencement of the meeting. A summary of each question and response in included in the Minutes.

   When a question is not able to be answered at the Council Meeting a written answer will be provided after the necessary research has been carried out. Council staff will endeavour to provide the answer prior to the next meeting of Council.
5. **Councillors** may from time to time have a financial interest in a matter before Council. Councillors must declare an interest and the extent of the interest in the matter on the Agenda. However, the Councillor can request the meeting to declare the matter **trivial, insignificant or in common with a significant number of electors** or **ratepayers**. The Councillor must leave the meeting whilst the matter is discussed and cannot vote unless those present agree as above.

   Members of staff, who have delegated authority from Council to act on certain matters, may from time to time have financial interest in a matter in the Agenda. The member of staff must declare that interest and generally the Chairman of the meeting will advise the Officer if he/she is to leave the meeting.
6. Agendas including an Information Bulletin are delivered to the Councillors within the requirements of the Local Government Act 1995, i.e. seventy-two (72) hours prior to the advertised commencement of the meeting. Whilst late items are generally not considered there is provision on the Agenda for items of an urgent nature to be considered.

   Should an elector wish to have a matter placed on the Agenda the relevant information should be forwarded to the Chief Executive Officer in time to allow the matter to be fully researched by staff. An Agenda item including a recommendation will then be submitted to Council for consideration.

   The Agenda closes the Wednesday week prior to the Council Meeting (i.e. six (6) days prior to the meeting).

   The Information Bulletin produced as part of the Agenda includes items of interest and information, which does not require a decision of Council.
7. Agendas for Ordinary Meetings are available in the Leonora Shire office and Leonora library seventy-two (72) hours prior to the meeting and the public are invited to secure a copy.

8. Agenda items submitted to Council will include a recommendation for Council consideration. Electors should not interpret and/or act on the recommendation until after they have been considered by Council. Please note the Disclaimer in the Agenda (page 3).
9. Public Question Time – Statutory Provisions – Local Government Act 1995

   Time is to be allocated for questions to be raised by members of the public and responded to at:

   (a) Every ordinary meeting of Council; and
   (b) Such other meetings of Council or committees as may be prescribed

   Procedures and the minimum time to be allocated for asking of and responding to questions raised by members of the public at Council or committee meetings are to be in accordance with regulations.

   9A. Question Time for the Public at the certain Meetings – s5.24 (1) (b)

   Local Government (administration) Regulations 1996

   Reg 5 For the purpose of section 5.24(1)(b), the meetings at which time is to be allocated for questions to be raised by members of the public and responded to are:

   (a) Every special meeting of a Council; and
   (b) Every meeting of a committee to which the local government has delegated a power or duty.

   Minimum Question Time for the Public – s5.24 (2)

   Reg 6 (1) The minimum time to be allocated for asking of and responding to questions raised by members of the public at ordinary meetings of Council and meetings referred to in regulation 5 is fifteen (15) minutes.

   (2) Once all the questions raised by members of the public have been asked and responded to at a meeting referred to in sub regulation (1), nothing in these regulations prevents the unused part of the minimum question time period from being used for other matters.

   Procedures for Question Time for the Public – s5.24 (2)

   Local Government (Administration) Regulations 1996

   Reg 7 (1) Procedures for the asking of and responding to questions raised by members of the public at a meeting referred to in regulation 6 (1) are to be determined:

   (a) by the person presiding at the meeting; or
   (b) in the case where the majority of the members of the Council or committee present at the meeting disagree with the person presiding, by the majority of the members, having regard to the requirements of sub regulations (2) and (3).

   (2) The time allocated to the asking and responding to questions raised by members of the public at a meeting referred to in regulation 6(1) is to precede the discussion of any matter that requires a decision to be made by Council or committee, as the case may be.

   (3) Each member of the public who wishes to ask a question at a meeting referred to in regulation 6(1) is to be given an equal and fair opportunity to ask a question and receive a response.

(4) Nothing in sub regulation (3) requires:

(a) A Council to answer a question that does not relate to a matter affecting the local government;

(b) A Council at a special meeting to answer a question that does not relate to the purpose of the meeting; or

(c) A committee to answer a question that does not relate to a function of the committee.

10. **Public Inspection of Unconfirmed Minutes (Reg 13)**

A copy of the unconfirmed Minutes of Ordinary and Special Meetings will be available for public inspection in the Leonora Shire office and the Leonora library within ten (10) working days after the Meeting.

INTEREST DECLARATIONS

With regards to Direct Financial Interests, Indirect Financial Interests and Proximity Interests, please consider sections 5.60A, 5.60B, 5.61 and 5.63 of the *Local Government Act 1995* and associated regulations.

Financial Interests

For the purpose of the financial interest disclosure provisions you will be treated as having an interest in a matter, if either you (as a relevant person), or a person with whom you are closely associated, has:

- a direct or indirect financial interest in a matter; or
- a proximity interest in a matter.

Direct Financial Interest

Section 5.60A of the *Local Government Act 1995* provides that:

A person has a financial interest in a matter if it is reasonable to expect that the matter will, if dealt with by the local government, or an employee or committee of the local government or member of the council of the local government, in a particular way, result in a financial gain, loss, benefit or detriment for the person.

Indirect Financial Interest

Section 5.61 of the *Local Government Act 1995* provides more detail in regards to this, however the existence of an indirect financial interest in a matter can be established by showing that you, or a person with whom you are closely associated, has a financial relationship with a person requiring a local government decision in relation to that matter. There is no requirement to establish a financial gain, loss, benefit or detriment in this instance, the mere existence of a financial relationship and the requirement for a decision is sufficient for a breach of the provision to have occurred.

Proximity Interest

See Section 5.60B of the *Local Government act 1995 for further detail.*

The Act requires you to disclose a proximity interest that you, or a person with whom you are closely associated, has in a matter before a council or council committee meeting.

You (or a person with whom you are closely associated) have a proximity interest in any matter that concerns:

- a proposed change to a planning scheme affecting land that adjoins the person's land;
- a proposed change to the zoning or use of land that adjoins the person's land; or
- a proposed development of land that adjoins the person's land (development refers to the development, maintenance or management of the land or of services or facilities on the land).

The existence of a proximity interest is established purely by the location of land, a financial effect on the valuation of your land or on the profitability of your business does not have to be established. It is therefore important that you fully understand when a proximity interest exists.

The person's land referred to is both land in which you, or a person with whom you are closely associated, have any estate or interest.

Land that adjoins a person's land is defined by the Act as land that:

- not being a thoroughfare, has a common boundary with the person's land;
- is directly across a thoroughfare from the person's land; or
- is that part of a thoroughfare that has a common boundary with the person's land.

Impartiality Interest

Impartiality Interest For the purposes of requiring disclosure, an impartiality interest is addressed at Division 4 of the Shire of Leonora Code of Conduct for Council Members, Committee Members and Candidates as, *"an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest and includes an interest arising from kinship, friendship or membership of an association"*

The above definition includes examples of the type of relationships from which an interest could arise. However, a significant element is the likely public perception as to whether there may be an interest.

It is sometimes difficult to judge what a reasonable belief of another person is. Therefore, when deciding if such an interest should be disclosed, it is helpful to establish answers to the following questions:

- If you were to participate in assessment or decision making without disclosing, would you be comfortable if the public or your colleagues became aware of your association or connection with an individual or organisation?
- Do you think there would be a later criticism of perceived undisclosed partiality if you were not to disclose?

SHIRE OF LEONORA

ORDER OF BUSINESS FOR MEETING TO BE HELD TUESDAY 20TH OCTOBER, 2026.

COLOUR CODING			
	1	DECLARATION OF OPENING/ ANNOUNCEMENT OF VISITORS	
	2	DISCLAIMER NOTICE	
	3	COUNCIL MEETING INFORMATION NOTES	
	4	PUBLIC QUESTION TIME	
		4.1 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE	
		4.2 PUBLIC QUESTION TIME	
	5	ANNOUNCEMENTS FROM THE PRESIDING MEMBER	
	6	RECORD OF ATTENDANCE / APOLOGIES / LEAVE OF ABSENCE	
		6.1 ATTENDANCE	
		6.2 APOLOGIES	
		6.3 APPLICATIONS FOR LEAVE OF ABSENCE	
		6.4 APPROVED LEAVE OF ABSENCE	
	7	DECLARATION OF INTEREST	
		7.1 DECLARATIONS OF FINANCIAL INTEREST	
		7.2 DECLARATIONS OF PROXIMITY INTEREST	
		7.3 DECLARATIONS OF IMPARTIALITY INTEREST	
White	**8**	CONFIRMATION OF MINUTES FROM PREVIOUS MEETING (Sent out previously) Draft motion: That the Minutes of the Ordinary Council Meeting held on 22 September, 2026 be confirmed as a true and accurate record.	
	9	PRESENTATIONS	
		9.1 PETITIONS	
		9.2 PRESENTATIONS	
		9.3 DEPUTATIONS	
		9.4 DELEGATES REPORTS	
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10.0 REPORTS

10.1 REPORTS OF AUDIT, RISK AND IMPROVEMENT COMMITTEES

Nil

10.0 REPORTS

10.2 CHIEF EXECUTIVE OFFICER REPORTS

10.2.(A) NEW POLICY - A.1.11 PRIVACY AND RESPONSIBLE INFORMATION SHARING (PRIS) POLICY

SUBMISSION TO:	Ordinary Council Meeting Meeting Date: 20th October 2026
AGENDA REFERENCE:	10.2.(A) OCT 26
SUBJECT:	New Policy - A.1.11 Privacy and Responsible Information Sharing (PRIS) Policy
LOCATION/ADDRESS:	Leonora
NAME OF APPLICANT:	Shire of Leonora
FILE REFERENCE:	1.52 Policy Manual

AUTHOR, DISCLOSURE OF ANY INTEREST AND DATE OF REPORT

NAME:	Ty Matson
OFFICER:	Chief Executive Officer
INTEREST DISCLOSURE:	Nil
DATE:	22nd July 2026
SUPPORTING DOCUMENTS:	**1.** A.1.11 Privacy and Responsible Information Sharing (PRIS) ⇩

REPORT PURPOSE

Council is requested to adopt the Privacy and Responsible Information Sharing (PRIS) Policy.

The Policy provides a framework for how the Shire collects, uses, stores, protects and shares information in a lawful, transparent and responsible way, consistent with *the Privacy and Responsible Information Sharing Act 2024*.

BACKGROUND

The *Privacy and Responsible Information Sharing Act 2024* (WA) (PRIS Act) introduces a comprehensive modern privacy and information sharing framework for Western Australian public sector entities, including local governments. The legislation establishes 11 Information Privacy Principles (IPPs) and Responsible Information Sharing Principles. These strengthen protections for personal information while enabling appropriate sharing of information where there is a clear public benefit.

The Shire of Leonora currently addresses privacy, records management, information and communications technology (ICT), and information security through a range of existing policies, procedures, and operational practices. However, these do not include a single overarching policy fully aligned with the new PRIS Act requirements that commenced on 1 July 2026.

The proposed Privacy and Responsible Information Sharing Policy addresses this gap by providing a clear, central framework for the collection, use, disclosure, storage, security, access, and correction

of personal information, along with governance arrangements to ensure ongoing compliance across the organisation.

COMMENTS

The proposed Privacy and Responsible Information Sharing Policy is intentionally high-level and principles-based. It provides clear organisational direction and a single point of reference without duplicating detailed operational procedures that sit under it.

Key elements of the Policy include:

- A strong statement of the Shire's commitment to protecting personal privacy while enabling responsible information sharing in the public interest.
- Full alignment with the 11 Information Privacy Principles (IPPs) and Responsible Information Sharing Principles under the *Privacy and Responsible Information Sharing Act 2024* (WA).
- Guidance on the collection, use, disclosure, storage, security, and handling of information across physical, digital, and online environments.
- Explicit recognition of privacy and security risks associated with third-party service providers, cloud services, and digital tools.
- Commitments to transparency, data minimisation, information security, accountability, and continuous improvement.
- Clear pathways for individuals to access or correct their personal information and lodge privacy complaints.

Adopting this Policy will give Council, staff, and the community confidence that the Shire of Leonora has a contemporary, robust, and defensible framework for managing personal information and meeting its obligations under the PRIS Act.

STAKEHOLDER ENGAGEMENT

The Policy is informed by official guidance on the Privacy and Responsible Information Sharing Act 2024 (WA) from the State Government. No other external engagement has occurred or required.

STATUTORY ENVIRONMENT

Privacy and Responsible Information Sharing (PRIS) Act 2024

The PRIS Act establishes privacy obligations for WA public sector entities, including local governments, and provides a framework for responsible information sharing. The objectives of the PRIS Act include:

- Promote responsible and transparent practices in the handling of personal information.
- Balance the public interests of protecting the privacy of personal information with the free flow of information.
- Provide a mechanism for individuals to complain about alleged interferences with their privacy.
- Promote responsible information security practices.

The Policy supports the Shire's compliance with relevant statutory obligations including:

- *Privacy and Responsible Information Sharing Act 2024*; and
- *Freedom of Information Act 1992*.

Adoption of the Policy provides a clear governance framework to support lawful decision-making, responsible information handling and privacy risk management.

Local Government Act 1995
Section 2.7(2)(b) provides that one of Council's roles is to determine the local government's policies.

STATUTORY ENVIRONMENTS

- *Privacy and Responsible Information Sharing Act 2024*
- *Information Commissioner Act 2024*
- *Freedom of Information Act 1992*
- *State Records Act 2000*
- *Local Government Act 1995*

Section 20 of the *Privacy and Responsible Information Sharing Act 2024* requires entities subject to the Act to comply with the Information Privacy Principles. The Act commenced on 01 July 2026, with mandatory eligible data breach notification requirements commencing on 01 January 2027.

POLICY IMPLICATIONS

The adoption of Policy 1.25 – Privacy and Responsible Information Sharing will introduce a new Council Policy forming part of the Shire's governance framework.

FINANCIAL IMPLICATIONS

There are no direct financial implications arising from the adoption of the Policy

STRATEGIC IMPLICATIONS

The PRIS Policy supports good governance, organisational accountability and public trust by consolidating privacy and information handling expectations into a single, accessible policy. The Policy aligns with Council's commitment to transparency, responsible risk management and ethical administration.

RISK MANAGEMENT

Without a contemporary privacy and information sharing policy, the Shire faces increased risks of:

- Non-compliance with new legislative requirements;
- Inconsistent information handling practices;
- Privacy breaches and reputational damage; and
- Reduced public trust.

Adoption of the PRIS Policy mitigates these risks by establishing clear principles, governance arrangements and accountability for information management across the organisation.

RECOMMENDATIONS

That Council

(a) adopts the A.1.11 Privacy and Responsible Information Sharing (PRIS) Policy per attachment 1

VOTING REQUIREMENT

Simple Majority

SIGNATURE

_____

Chief Executive Officer

A.1.11 Privacy and Responsible Information Sharing (PRIS)

OBJECTIVE

The objective of this Policy is to:

- Protect the personal information of individuals that is collected, used, stored, disclosed or otherwise handled by the Shire of Leonora;
- Ensure the Shire complies with its obligations under the *Privacy and Responsible Information Sharing Act 2024* (WA) (PRIS Act) and the Information Privacy Principles (IPPs);
- Establish clear and transparent practices for the collection, use, storage, security, disclosure and disposal of personal information; and
- Enable responsible information sharing that delivers public benefit in accordance with the Responsible Information Sharing Principles under the PRIS Act.

POLICY STATEMENT

This Policy applies to:

- All Council Members;
- All employees (including casual and temporary staff);
- Contractors, consultants and agency staff;
- Volunteers;
- Committee members; and
- Contracted service providers where the relevant contract requires compliance with the PRIS Act and/or this Policy.

It applies to all personal information (including sensitive information) handled by the Shire in any format (electronic, paper, audio, visual or other recorded form), whether collected directly from individuals or obtained from third parties.

The Shire of Leonora is committed to protecting the privacy of personal information and handling it lawfully, fairly, transparently and securely. The Shire will only collect, use, disclose and share personal information in accordance with the PRIS Act, the Information Privacy Principles, and this Policy.

DEFINITIONS

Term	Meaning
Personal Information	Information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not, and whether recorded in a material form or not.
Sensitive Information	A subset of personal information that includes information or an opinion about an individual's racial or ethnic origin, political opinions, religious beliefs, philosophical beliefs, membership of a professional or trade association or trade union, sexual orientation or practices, criminal record, health information, genetic information, or biometric information.
IPP Entity	An entity to which the Information Privacy Principles apply under the PRIS Act (including local governments).

Term	Meaning
Information Privacy Principles (IPPs)	The 11 principles set out in Schedule 1 of the PRIS Act that govern the handling of personal information.
Responsible Information Sharing	The sharing of government information (including personal information) under the PRIS Act for permitted purposes and in accordance with the Responsible Information Sharing Principles.
Information Breach	Unauthorised access to unauthorised disclosure of, or loss of personal information held by the Shire.

Collection of Personal Information (IPP 1)

The Shire will only collect personal information that is reasonably necessary for, or directly related to, one or more of its functions or activities.

Wherever practicable, the Shire will collect personal information directly from the individual concerned. When collecting personal information, the Shire will take reasonable steps to notify the individual of:

- The identity and contact details of the Shire;
- The purposes for which the information is collected;
- Any usual disclosures of the information;
- Whether the collection is required or authorised by law; and
- The consequences (if any) of not providing the information.

Use and Disclosure of Personal Information (IPP 2)

The Shire will only use or disclose personal information for the primary purpose for which it was collected, or for a secondary purpose if:

- The individual has consented;
- The individual would reasonably expect the use or disclosure and it is related to the primary purpose;
- The use or disclosure is required or authorised by or under an Australian law or a court/tribunal order;
- A permitted general situation exists (e.g. serious threat to life, health or safety); or
- The use or disclosure is otherwise permitted under the PRIS Act.

Sensitive information will only be used or disclosed with consent, or where specifically authorised by law.

Responsible Information Sharing

The Shire may share government information (including personal information) with other public entities or specified external entities under the PRIS Act's responsible information sharing framework where:

- The sharing is for a permitted purpose (e.g. informing government policy, delivering public services, research with public benefit, or emergency management);
- The Responsible Information Sharing Principles are applied; and
- Any required assessments, approvals or information sharing agreements are in place.

The Shire will not share information under this framework primarily for commercial gain, law enforcement or national security purposes.

Data Quality (IPP 3)

The Shire will take reasonable steps to ensure that the personal information it collects, uses or discloses is accurate, up-to-date, complete and relevant, having regard to the purpose of the use or disclosure.

Storage, Security and Retention (IPP 4)

The Shire will take reasonable steps to protect personal information from misuse, interference, loss, and unauthorised access, modification or disclosure. This includes:

- Storing personal information within Australia under Australian legal jurisdiction wherever practicable;
- Applying appropriate technical, physical and administrative security measures; and
- Ensuring contracted service providers are required to comply with equivalent standards.

Personal information will be retained only for as long as required for the purpose for which it was collected, or as required by the *State Records Act 2000* (WA) or other applicable law. When no longer required, personal information will be securely destroyed or permanently de-identified.

Openness and Transparency (IPP 5)

This Policy will be made publicly available on the Shire's website. Individuals may request a copy of this Policy or further information about how the Shire manages personal information by contacting the Shire.

Access and Correction (IPP 6 and IPP 7)

From the commencement of the relevant PRIS Act provisions, individuals may request access to, or correction of, their personal information held by the Shire. Requests will be handled in accordance with the PRIS Act and, where applicable, the *Freedom of Information Act 1992* (WA).

The Shire will take reasonable steps to correct personal information if it is satisfied that the information is inaccurate, out-of-date, incomplete, irrelevant or misleading.

Anonymity and Pseudonymity (IPP 8)

Wherever it is lawful and practicable, the Shire will give individuals the option of not identifying themselves, or of using a pseudonym, when dealing with the Shire.

Cross-Border Disclosure (IPP 9)

The Shire will not disclose personal information to a recipient outside Australia unless:

- The individual consents;
- The disclosure is required or authorised by law; or
- The Shire is satisfied that the recipient is subject to a law or binding scheme that provides substantially similar protection, or other appropriate safeguards are in place.

Adoption, Use or Disclosure of Government Related Identifiers (IPP 10)

The Shire will only adopt, use or disclose a government related identifier in accordance with the PRIS Act.

Privacy Impact Assessments

The Shire will undertake privacy impact assessments where required by the PRIS Act, or where a proposed activity is assessed as high risk to privacy (including significant new projects, systems or information sharing arrangements).

Information Breach Management

The Shire will maintain procedures for identifying, containing, assessing and responding to information breaches. Serious data breaches will be managed in accordance with the PRIS Act (notifiable breach scheme commencing 1 January 2027) and reported to the relevant authorities and affected individuals as required.

Roles and Responsibilities

Role	Responsibility
Council	Adopt and periodically review this Policy; provide governance oversight.
Chief Executive Officer	Ensure organisational compliance with the PRIS Act and this Policy; allocate resources; report significant privacy risks or breaches to Council.
All Employees, Contractors & Volunteers	Comply with this Policy and related procedures when handling personal information.
Privacy / Information Sharing Officer (or nominee)	Provide advice, coordinate privacy impact assessments, manage access/correction requests and breach responses, and maintain relevant registers.

Related Documents and Legislation

- *Privacy and Responsible Information Sharing Act 2024* (WA)
- *Information Commissioner Act 2024* (WA)
- *State Records Act 2000* (WA)
- *Freedom of Information Act 1992* (WA)
- *Local Government Act 1995* (WA)

Related Shire Documents

- Record Keeping Plan
- Freedom of Information Statement
- Code of Conduct
- Information Breach Response Procedure (or equivalent)
- Any relevant Information Sharing Agreements

Review

This Policy will be reviewed at least every three years, or earlier if required by changes in legislation, significant organisational change, or as directed by Council.

AMENDMENTS TO THIS POLICY

Amendments to this policy require a simple majority decision of council.

POLICY HISTORY

Policy adopted	22 September 2026 - NEW
Policy reviewed	
Policy amended	

PREVIOUS POLICY: Policy No. NA

10.0 REPORTS

10.2 CHIEF EXECUTIVE OFFICER REPORTS

10.2.(B) REQUEST FOR SUPPORT OF MISCELLANEOUS LICENCE L37/301 WITHIN THE LEONORA TOWNSITE

SUBMISSION TO:	Ordinary Council Meeting Meeting Date: 20th October 2026
AGENDA REFERENCE:	10.2.(B) OCT 26
SUBJECT:	Request for support of Miscellaneous Licence L37/301 within the Leonora Townsite
LOCATION/ADDRESS:	Leonora Townsite
NAME OF APPLICANT:	Genesis Minerals (Leonora) Pty Ltd
FILE REFERENCE:	15.1 Mining Leases

AUTHOR, DISCLOSURE OF ANY INTEREST AND DATE OF REPORT

NAME:	Ty Matson
OFFICER:	Chief Executive Officer
INTEREST DISCLOSURE:	Nil
DATE:	30th September 2026
SUPPORTING DOCUMENTS:	**1.** DMPE Request for Consent to Mine ⇩

REPORT PURPOSE

To consider a request from the Department of Mines, Petroleum and Exploration for Council's comments and recommendation concerning an application by Genesis Minerals (Leonora) Pty Ltd for Miscellaneous Licence L37/301 within the Leonora Townsite.

BACKGROUND

On 29 September 2026, the Shire received correspondence from the Department of Mines, Petroleum and Exploration (DMPE) requesting Council's comments and recommendation concerning Miscellaneous Licence L37/301. The application has been submitted by Genesis Minerals (Leonora) Pty Ltd and relates to approximately 0.68 hectares of land within the Leonora Townsite.

The stated purposes of the miscellaneous licence are:

- a communications facility;
- a meteorological station;
- a power generation and transmission facility; and
- a road.

The application area is located to the east of the Goldfields Highway and near Sadie Canning Drive, as shown on the plans accompanying the application.

The Department has advised that, under sections 23 to 26 of the Mining Act 1978, mining within a townsite requires the written consent of the Minister for Mines and Petroleum. Before determining whether consent should be granted, the Minister is required to consult the local municipality and the Minister for Lands.

The Department has asked whether Council supports the application and agrees to the following endorsement and condition being imposed on the tenement:

Endorsement

The grant of this lease does not include any private land referred to in Section 29(2) of the Act except that below 30 metres from the natural surface of the land.

Condition

Access to the surface of land within Leonora Townsite for mining purposes being subject to the approval of the local Authority or relevant reserve vestees, and mining activities within the first 100 metres below the surface of the land being limited to such exploration activities as may be approved by the Minister for Mines, Petroleum and Exploration.

COMMENTS

The licence is sought for supporting infrastructure rather than for a conventional mining operation. The stated purposes include communications, meteorological monitoring, power generation and transmission infrastructure, and a road. The proposed uses are considered consistent with the servicing and operation of mining activities in the Leonora district.

The recommended condition preserves the Shire's ability to separately consider and approve access to the surface of land within the townsite for mining purposes. Consequently, Council's support for the miscellaneous licence would not provide unrestricted approval for future surface disturbance, clearing, drilling, road construction or other works.

Any future surface activity requiring the Shire's approval would need to be considered having regard to the nature and location of the proposed works, impacts on surrounding land and infrastructure, and Council Policy T.6.2, *Conditions for Surface Clearing and Drilling Activities within the Leonora Townsite*.

This approach is consistent with Council's consideration of previous mining tenement applications within the Leonora Townsite, where support was provided subject to continued local government control over surface access and activity.

STAKEHOLDER ENGAGEMENT

The Department of Mines, Petroleum and Exploration has initiated the statutory consultation process with the Shire.

No separate community consultation has been undertaken by the Shire in preparing this report. The application is for a miscellaneous licence over a defined area of approximately 0.68 hectares, and the proposed tenement condition requires separate approval before access to the surface for mining purposes can occur.

Any future proposal involving material surface disturbance may require further consultation depending on the location, nature and potential impacts of the proposed activity.

STATUTORY ENVIRONMENT

Section 23 of the *Mining Act 1978* provides that a mining tenement may be applied for over land to which sections 24, 24A or 25 apply. The holder must not carry out mining on or under that land

except in accordance with the relevant consent. A tenement may be liable to forfeiture where the holder contravenes this requirement or breaches a term or condition of the consent.

Section 25 deals with mining on a foreshore, seabed, navigable waters or townsite. Sections 26 and 26A provide for conditions associated with consent and mining tenements within townsites.

The Department is seeking Council's recommendation as part of the Ministerial consent process. Council is not itself granting the miscellaneous licence. Rather, Council is providing its position to the Minister in relation to whether the licence should be permitted within the Leonora Townsite.

POLICY IMPLICATIONS

Council Policy T.6.2, *Conditions for Surface Clearing and Drilling Activities within the Leonora Townsite*, is relevant to any future clearing or drilling activity associated with the miscellaneous licence.

The policy seeks to minimise disruption arising from clearing and drilling within the townsite and includes requirements relating to operating hours, consultation with residents, dust and noise controls, vegetation clearing, groundwater containment, hydrocarbon management, drill-hole rehabilitation and site clean-up.

Support for the tenement does not displace or override the requirements of Policy T.6.2.

FINANCIAL IMPLICATIONS

There are no direct financial implications arising from the recommendation.

Any future works affecting Shire-managed land or infrastructure would be subject to separate assessment and approval, including consideration of responsibility for any associated costs.

STRATEGIC IMPLICATIONS

The application is relevant to the following strategies within the Shire of Leonora Council Plan 2025–2035:

- **Strategy 2.1.1:** Attract new industry, business and investment, and encourage economic diversity and growth of local business.
- **Strategy 2.1.1.3:** Develop and maintain stakeholder relationships.
- **Strategy 3.1.2:** Collaborate with mining companies, seeking reduction in adverse effects of mining activity on the townsite.
- **Strategy 4.1.2.4:** Provide appropriate governance and leadership to the Shire.

Supporting the licence, subject to the proposed endorsement and condition, facilitates mining-related infrastructure while retaining appropriate controls over surface activities within the townsite.

RISK MANAGEMENT

The principal risk is that support for the miscellaneous licence could be interpreted as approval for unrestricted works or surface disturbance within the Leonora Townsite.

This risk is mitigated through the proposed tenement condition, which makes access to the surface for mining purposes subject to approval by the local authority or relevant reserve vestee. Future surface works would therefore remain subject to separate consideration and any applicable statutory, policy, environmental, heritage, infrastructure and safety requirements.

On this basis, the residual risk to the Shire is considered **low**.

RECOMMENDATIONS

That Council:

1. supports the granting of Miscellaneous Licence L37/301 to Genesis Minerals (Leonora) Pty Ltd within the Leonora Townsite;
2. advises the Department of Mines, Petroleum and Exploration that Council agrees to the following endorsement being imposed on Miscellaneous Licence L37/301:

   The grant of this lease does not include any private land referred to in Section 29(2) of the Act except that below 30 metres from the natural surface of the land;
3. agrees to the following condition being imposed on Miscellaneous Licence L37/301:

   Access to the surface of land within Leonora Townsite for mining purposes being subject to the approval of the local Authority or relevant reserve vestees, and mining activities within the first 100 metres below the surface of the land being limited to such exploration activities as may be approved by the Minister for Mines, Petroleum and Exploration; and
4. authorises the Chief Executive Officer to advise the Department of Mines, Petroleum and Exploration of Council's decision.

VOTING REQUIREMENT

Simple Majority

SIGNATURE

Chief Executive Officer

Department of Mines, Petroleum and Exploration
Resource Tenure
GOVERNMENT OF WESTERN AUSTRALIA

Our ref LM.lm
Enquiries L.Moore
08 90 377 546
lexi.moore@dmpe.wa.gov.au

Chief Executive Officer
Shire of Leonora
PO BOX 56
LEONORA WA 6438
email: admin@leonora.wa.gov.au

Dear Sir/Madam,

MISCELLANEOUS LICENCE 37/301
BY GENESIS MINERALS (LEONORA) PTY LTD
SITUATED ON LEONORA TOWNSITE BOUNDRY

Under Sections 23 to 26 of the *Mining Act 1978* (the Act), mining may be carried out on certain classes of land with the written consent of the Hon Minister for Mines and Petroleum.

In respect to townsites, the Minister for Mines and Petroleum is to first consult and obtain the recommendation of the local municipality and the Minister for Lands before he can grant consent to mine.

The Minister for Mines and Petroleum has therefore directed that I commence the consultation process and obtain your Council's comments and recommendation with regard to the impact of the application on the Townsite listed above.

Should your response be favourable, could you please advise if you agree to have the following endorsement and condition imposed upon the above tenement.

Endorsement:	The grant of this lease does not include any private land referred to in Section 29(2) of the Act except that below 30 metres from the natural surface of the land.
Condition:	Access to the surface of land within **Leonora** Townsite for mining purposes being subject to the approval of the local Authority or relevant reserve vestees, and mining activities within the first 100 metres below the surface of the land being limited to such exploration activities as may be approved by the Executive Director,

Rochester Street (PO Box 173) Leonora WA 6438
Telephone +61 8 9037 7546 Facsimile +61 8 9037 6248
www.dmpe.wa.gov.au
ABN 69 410 335 356

Resource and Environmental Compliance, Department of Energy, Mines, Industry Regulation and Safety.

I have enclosed a copy and plan of the application for this purpose.

Your reply in due course would be appreciated please.

Yours sincerely

Lexi Moore

Regional Mining Registrar
RESOURCE TENURE DIVISION

29 September 2026

Consent Townsite

Online Lodgement - Submission: 20/08/2026 15:32:47; Receipt: 20/08/2026 15:32:47

Form 21

WESTERN AUSTRALIA
Mining Act 1978
(Secs. 41, 58, 70C, 74, 86, 91, Reg. 64)

APPLICATION FOR MINING TENEMENT

(a) Type of tenement (b) Time & Date marked out (where applicable) (c) Mineral Field	(a) Miscellaneous Licence	No. L 37/301
	(b) a.m./p.m. / /	(c) MT MARGARET
DESCRIPTION OF GROUND APPLIED FOR: (For Exploration Licences see Note 1. For other Licences see Note 2. For all Licences see Note 3.) (d) Locality (e) Datum Peg (f) Boundaries	(d) Leonora (e) Datum is situated at GDA2020 Zone 51, 6802562.108mN, 337762.591mE (f) Thence to 6802490.011mN, 337763.573mE 6802488.766mN, 337668.716mE 6802560.724mN, 337667.798mE Thence back to datum Purposes: a communications facility , a meteorological station , a power generation and transmission facility and a road.	
(g) Area (ha or km^2)	(g) 0.68000 HA	
Additional information to be provided in an attachment (See Note 4)		

APPLICANT(S) DETAILS (FOR EACH APPLICANT)(see Note 5): (h) Full Name (i) ABN/ACN (if applicable) (j) Service Address (k) Optional information (email, telephone) (l) Designated Tenement Contact (see Note 6) (i) Full name (ii) Postal address (Street/Post Box/Locked Bag, Suburb, State, Postcode, Country) (iii) Email address (iv) Optional information (telephone) (m) No. of shares (n) Total No. of shares	(h), (i), (j) & (k) GENESIS MINERALS (LEONORA) PTY LTD (ACN: 667 073 681) (ABN: 86667073681) LEVEL 11, 2 THE ESPLANADE, PERTH, WA, 6000 tenements@genesisminerals.com.au 08 6323 9050	(l) LAND AND TENURE PO BOX Z5024, PERTH ST GEORGES TCE, WA, 6831 tenements@genesisminerals.com.au 08 6323 9050	(m) Shares 100
			(n) Total 100

(o) Signature of applicant or agent(if agent state full name and address)

(o) *Wendy Gilchrist*
LEVEL 29, CENTRAL PARK TOWER,152-158 ST GEORGES TCE, PERTH WA 6000, WA, 6000

Date: 20/08/2026

OFFICIAL USE

A NOTICE OF OBJECTION may be lodged at any mining registrar's office on or before the 24th day of September 2026 (See Note 7).

Where an objection to this application is lodged the hearing will take place on a date to be set.

Received at 15:32:47 on 20 August 2026 with fees of

Application	$703.00
Rent	$27.70
TOTAL	$730.70
Receipt No:	66245488636

Online Lodgement - Submission: 20/08/2026 15:32:47; Receipt: 20/08/2026 15:32:47

Mining Registrar

NOTES

Note 1: EXPLORATION LICENCE

(i) Attachments 1 and 2 form part of every application for an exploration licence and must be lodged with this form in lieu of (d), (e), (f) and (g) above.

(ii) An application for an Exploration Licence shall be accompanied by a statement specifying method of exploration, details of the proposed work programme, estimated cost of exploration and technical and financial ability of the applicant(s).

Note 2: PROSPECTING/MISCELLANEOUS LICENCE AND MINING/GENERAL PURPOSE LEASE

(i) This application form shall be accompanied by a map on which are clearly delineated the boundaries of the area applied for.

Note 3: GROUND AVAILABILITY

(i) The onus is on the applicant to ensure that ground is available to be marked out and/or applied for.

(ii) The following action should be taken to ascertain ground availability:
(a) public plan search; (b) register search; (c) ground inspection.

Note 4: ADDITIONAL INFORMATION

An applicant may provide an relevant additional information they wish to provide in respect of this application in an attachment (e.g. that the application is for a special prospecting licence or is the conversion of an existing title, or the effect of the application on private property).

Note 5: APPLICANT(S) DETAILS

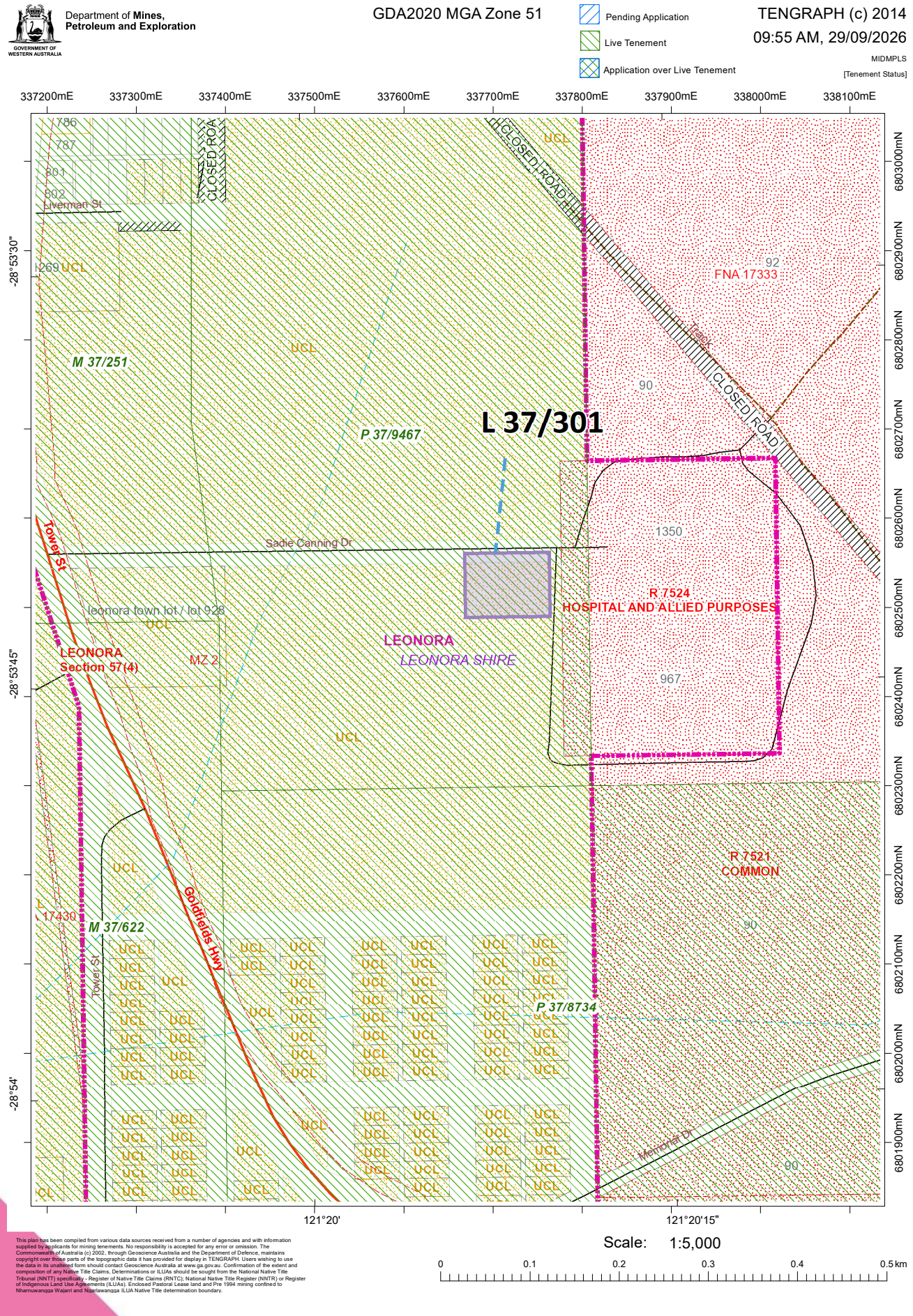
Each applicants must include their full name (individual or company) and service address. The Mining Regulations 1981 regulation 84A(1) defines service address.

Note 6: DESIGNATED TENEMENT CONTRACT

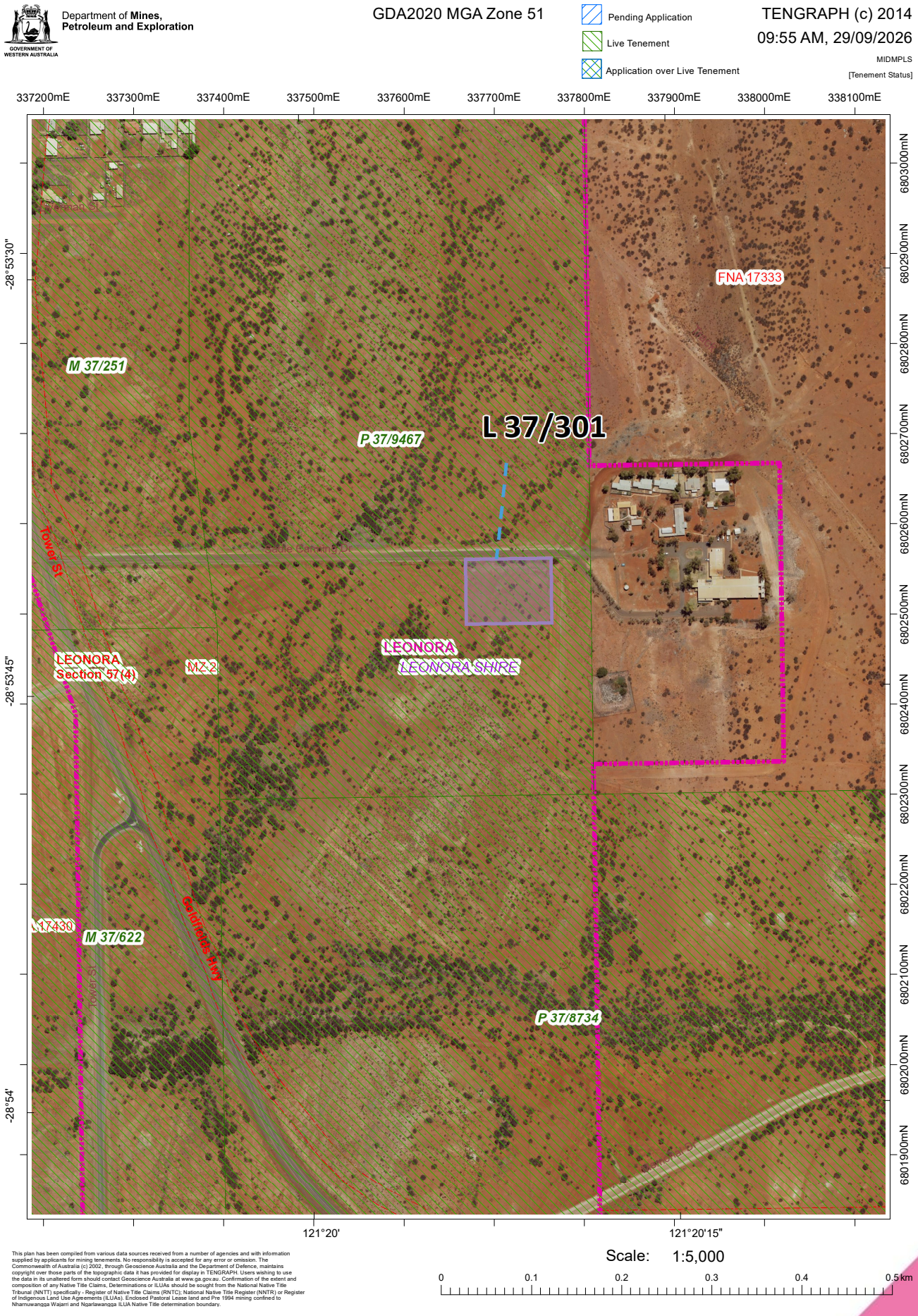
Each applicant must include the full name (individual or company), postal address and email address of the applicant's designated tenement contact for the application, to be used for correspondence. Each applicant may only have 1 designated tenement contact for the application (although multiple applicants may have the same designated contact) and may nominate themselves as the designated tenement contact.

Note 7: ALL APPLICATIONS OVER PRIVATE LAND

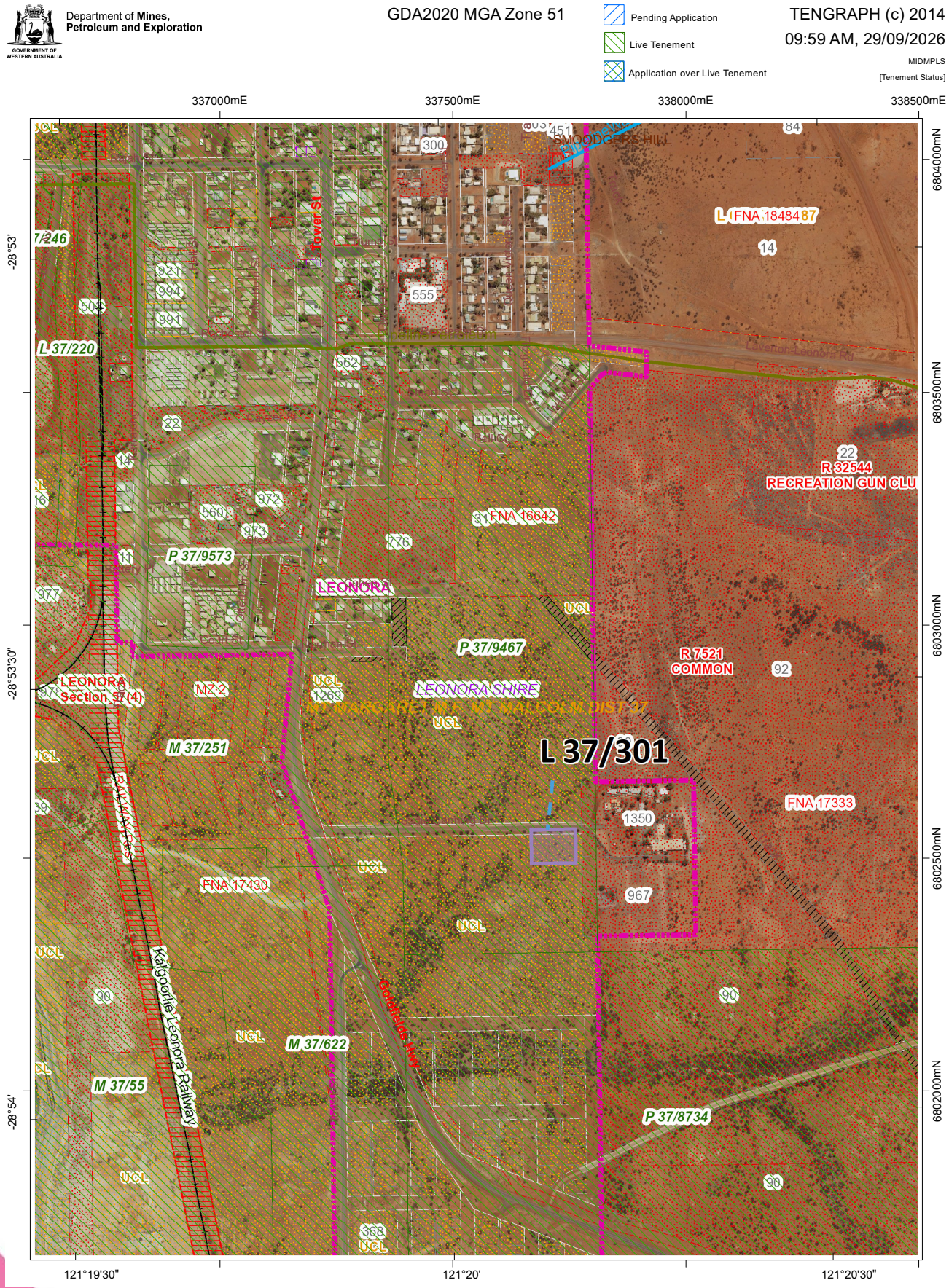
The period for lodgement of an objection is within 21 days of service of this notice, or the date noted above for lodging objections, whichever is the longer period.



This plan has been compiled from various data sources received from a number of agencies and with information supplied by applicants for mining tenements. No responsibility is accepted for any error or omission. The Commonwealth of Australia (c) 2002, through Geoscience Australia and the Department of Defence, maintains copyright over those parts of the topographic data it has provided for display in TENGRAPH. Users wishing to use the data in its unaltered form should contact Geoscience Australia at www.ga.gov.au. Confirmation of the extent and composition of any Native Title Claims, Determinations or ILUAs should be sought from the National Native Title Tribunal (NNTT) specifically - Register of Native Title Claims (RNTC); National Native Title Register (NNTR) or Register of Indigenous Land Use Agreements (ILUAs). Enclosed Pastoral Lease land and Pre 1994 mining confined to Nharnuwangga Wajarri and Ngarlawangga ILUA Native Title determination boundary.



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10.0 REPORTS

10.2 CHIEF EXECUTIVE OFFICER REPORTS

10.2.(C) LEASE - BUREAU OF METEOROLOGY - LEONORA AIRPORT AUTOMATIC WEATHER STATION

SUBMISSION TO:	Ordinary Council Meeting Meeting Date: 20th October 2026
AGENDA REFERENCE:	10.2.(C) OCT 26
SUBJECT:	Lease - Bureau of Meteorology - Leonora Airport Automatic Weather Station
LOCATION/ADDRESS:	Leonora Airport
NAME OF APPLICANT:	Commonwealth of Australia represented by the Bureau of Meteorology
FILE REFERENCE:	Contracts

AUTHOR, DISCLOSURE OF ANY INTEREST AND DATE OF REPORT

NAME:	Kiara Lord
OFFICER:	Manager Business Services
INTEREST DISCLOSURE:	Nil
DATE:	14th October 2026
SUPPORTING DOCUMENTS:	**1.** Deed of Licence - BoM 2016 ⇩ **2.** Proposed New BOM Lease ⇩

REPORT PURPOSE

For Council to seek approval of the lease for the continued operation of the existing Automatic Weather Station, allowing for relocation provisions not included in the original Deed of Licence, commencing 1 July 2026.

BACKGROUND

At its meeting held on 20 June 2006, Council considered Item 9.1(B), Automatic Weather Station, and resolved to approve installation of the Bureau of Meteorology's facility and set aside land within the airport boundary. Council also resolved to advertise the proposed disposition under section 3.58(3) of the Local Government Act 1995. The resolution was carried eight votes to nil.

The report identified a site immediately west of Airservices Australia's facilities, with the equipment to occupy an area of approximately 16 metres by 16 metres. The station was intended to improve aviation weather observations and contribute to the National Climate Database. Installation, maintenance and operation were to be funded by the Bureau, with occupation formalised through a licence.

An executed Deed of Licence dated 21 March 2016 provided for a ten-year term commencing 1 July 2016, at $1 per annum if demanded. The fixed term ended on 30 June 2026, with no further fixed-term renewal option.

Clause 4(11) provides for continued occupation under a yearly licence where the Bureau remains in occupation after expiry and the Shire has not demanded possession. The applicable existing terms continue, and either party may end the arrangement on six months' written notice.

The title search dated 15 October 2026 confirms that the Shire holds the airport land in fee simple under Certificate of Title Volume 2687 Folio 617, comprising Lot 3 on Deposited Plan 126500 and Lot 51 on Deposited Plan 59908. The proposed lease identifies a 256 m² area within Lot 3, as shown in Schedule 1. The current title details replace the historical land description used in the 2016 licence.

Discussions about a further agreement commenced in May 2025. In March 2026, the Bureau proposed using its aviation lease template because it includes provisions addressing redevelopment and relocation. This CEO confirmed the Shire's willingness to proceed under a lease arrangement, noting that it would need to be presented to Council for confirmation as it is a change from the current Deed of Licence in place.

Proposed term	Detail
Leased area	256 m^2, shown as a 16 m by 16 m area in Schedule 1
Initial term	1 July 2026 to 30 June 2036
Renewal option	One further ten-year term, exercisable by the Bureau under the lease
Rent	$1.00 per annum, excluding GST, payable annually in advance under the lease, with no scheduled increase
Use	Automatic Weather Station and associated Bureau functions and equipment
Termination For convenience	None, as requested by the Bureau. The lease's default and relocation provisions remain applicable.

COMMENTS

The weather station provides an established service supporting airport operations. Continued occupation at a nominal rental is considered appropriate given its aviation and public benefit and the existing arrangement with the Bureau.

The proposal renews the existing occupation arrangements through a lease. Commencement from 1 July 2026 follows directly from expiry of the previous fixed term and formalises the continued use of the site. The agreement will record its actual execution date separately.

The Bureau's template provides a further ten-year option and increases the notice period for ending a holding-over tenancy from six to twelve months. It also includes more detailed clearance requirements, including thirty-times-height clearances for the AWS and anemometer compared with ten times under the licence, and an express relocation process. These provisions may affect future airport works and require the Shire to meet relocation costs in the circumstances set out in the lease.

In the officer's view, continuing the arrangement supports an established aviation service and provides an appropriate basis for the Bureau's ongoing occupation. Council approval of the lease and authority for the Shire President and CEO to sign are therefore recommended.

STAKEHOLDER ENGAGEMENT

No additional stakeholder engagement has occurred

STATUTORY ENVIRONMENT

Local Government Act 1995

Section 3.58 — Disposing of property

Subsection (1)

(1) In this section —
dispose includes to sell, lease, or otherwise dispose of, whether absolutely or not;
property includes the whole or any part of the interest of a local government in property, but does not include money.

Subsection (5)(d),

(5) This section does not apply to —
(d) any other disposition that is excluded by regulations from the application of this section.

Section 9.49A — Execution of documents

Subsections (1)–(3)

(1) A document is duly executed by a local government if —
(a) the common seal of the local government is affixed to it in accordance with subsections (2) and (3); or
(b) it is signed on behalf of the local government by a person or persons authorised under subsection (4) to do so.
(2) The common seal of a local government is not to be affixed to any document except as authorised by the local government.
(3) The common seal of the local government is to be affixed to a document in the presence of —
(a) the mayor or president; and
(b) the CEO,

Local Government (Functions and General) Regulations 1996
Regulation 30 — Dispositions of property excluded from Act s. 3.58

Subregulation (1)

(1) A disposition that is described in this regulation as an exempt disposition is excluded from the application of section 3.58 of the Act.

Subregulation (2)(c)(i)–(iii)

(2) A disposition of land is an exempt disposition if —
(c) the land is disposed of to —
(i) the Crown in right of the State or the Commonwealth; or
(ii) a department, agency, or instrumentality of the Crown in right of the State or the Commonwealth; or
(iii) another local government or a regional local government;

POLICY IMPLICATIONS

This recommendation has regard to Policy A.1.4 Execution of Documents, which addresses the use and recording of the Shire's common seal, and Policy A.2.9 Risk Management Policy.

FINANCIAL IMPLICATIONS

The proposed rent is $1.00 per annum, excluding GST, with no scheduled increase. This would provide $10.00 over the initial term and a further $10.00 if the renewal option is exercised. The nominal amount is consistent with the existing licence fee.

The Bureau remains responsible for maintaining its equipment and is required to meet connection and separately metered utility charges. If it requires registration of the lease, it must also meet the reasonable and proper costs of a registrable plan and the registration fees.

The lease requires the Shire to maintain public liability insurance of at least $20 million and includes contamination and relocation obligations which is already in place. If the relocation provisions are triggered, the Shire may be required to meet reasonable relocation and associated lease costs. No amount has been established for these potential costs. Any expenditure arising from the Shire's obligations will need to be managed through its budget processes.

STRATEGIC IMPLICATIONS

The proposal aligns with the **Shire of Leonora Council Plan 2025–2035, 2026 Review, Strategy 3.2.2**: "Pursue appropriate road, rail and air transport infrastructure network". Continued operation of the weather station supports the airport's aviation services and is relevant to airport infrastructure planning under Action 3.2.2.2.

RISK MANAGEMENT

The main risks relate to future airport works affecting the weather station's clearances and the potential for relocation costs. These operational and financial risks can be managed through ongoing lease administration and early consultation with the Bureau when airport works are planned. Formalising the lease also provides clearer arrangements for continued occupation, access and responsibility for the equipment.

RECOMMENDATIONS

That Council:

1. Approves the lease to the Commonwealth of Australia, represented by the Bureau of Meteorology, for the continued operation of the Automatic Weather Station within the 256 m² area of Lot 3 on Deposited Plan 126500, and Lot 51 on Deposited Plan 59908, Certificate of Title Volume 2687 Folio 617, at Leonora Airport, as identified in Schedule 1 of the attached lease
2. Authorises the use of the common seal to execute the attached lease.

VOTING REQUIREMENT

Simple Majority

SIGNATURE

_____

Chief Executive Officer

5.8

Jones Lang LaSalle

Jones Lang LaSalle Corporate Property (Vic) Pty Ltd
ABN 96 003 649 214
Licensed Estate Agents
Level 40 101 Collins Street
Melbourne VIC 3000
tel +61 3 9672 6666 fax +61 3 9600 1715

Directors
P.J. Walsh
B.F. Sweeney



22 March 2016

Shire of Leonora
PO Box 56
Leonora WA 6438

Dear Sir / Madam,

Re: **The Commonwealth of Australia (Bureau of Meteorology)**
Leonora Automatic Weather Station (AWS)

We write on behalf of our client the Bureau of Meteorology, being the Licensee of the AWS described above on land situated at Malcom Locations 3 and 10 in the State of Western Australia more particularly known as Certificate of Title Volume 1167 Folio 341.

Please find enclosed a fully executed Deed of Renewal for your records.

Yours faithfully,

JONES LANG LASALLE

Jessica van Raay
Leasing Manager for Bureau of Meteorology

7

THIS DEED OF LICENCE IS MADE THE 21st day of MARCH ~~2015~~ 2016.

BETWEEN:

THE LICENSOR named and described in Item 1 of Schedule 1 (hereinafter called "the Licensor")

AND

THE COMMONWEALTH OF AUSTRALIA (represented by the Australian Bureau of Meteorology) (hereinafter called "the Bureau").

WHEREAS:

A. The Licensor is the owner of land situated at Malcom Locations 3 and 10 in the State of Western Australia more particularly known as Certificate of Title Volume 1167 Folio 341 ("the Licensor's land").

B. The Bureau wishes to install maintain and use an Automatic Weather Station (AWS) on part of the Licensor's Land in order to obtain data to assist in discharging its functions under the Meteorology Act 1955. The AWS comprises electronic equipment and other facilities.

C. Licensor has agreed to permit the Bureau to use part of the Licensor's land ("the land") for the purpose specified in Recital B.

NOW THIS DEED WITNESSES as follows:

1. The Licensor grants to the Bureau a Licence to use the land described in Item 2 of Schedule 1 for the purpose set out in Item 3 of the Schedule for the period specified in Item 4 of Schedule 1 and for the licence fee set out in Item 5 of Schedule 1 commencing on the date referred to in Item 6 of Schedule, together with all necessary rights of access to the land over the Licensor's land.

2. In consideration of the grant of the above Licence, the Bureau COVENANTS with the Licensor as follows:-

(1) To pay the licence fee and (subject to receipt of a valid tax invoice) any GST to the Licensor as provided in Item 7 of Schedule 1.

(2) At the end or sooner determination of the Licence to yield up the land in a tidy condition fair wear and tear always excepted.

(3) To keep such fittings and fixtures as the Bureau may erect on the land pursuant to sub-clause 4(2) in good repair and condition during the term of the Licence fair wear and tear always excepted.

(4) Where separately metered to pay to the suppliers all charges for gas electricity and excess water consumed or used by the Bureau on the land and all telephone charges where such charges are legally payable by the Bureau ("the Services")
PROVIDED ALWAYS that the Bureau shall not be obliged under this sub-clause to make any payment in respect of the connection of the Services or the cost of installing a separate meter to monitor the Services consumed by the Bureau.

(5) To use the land for the purpose set out in Item 3 of Schedule 1 only, without the written consent of the Licensor which consent will not be unreasonably withheld or delayed.

3. **The Licensor COVENANTS and AGREES** with the Licensee as follows:-

(1) To allow the Bureau, its servants, agents and contractors unrestricted access at all times to the land and not to do anything or allow anything to be done which would in any way restrict or hinder access to the land in any way.

(2) To allow the Bureau, its servants, agents and invitees all necessary use and access to cables, conduits and ducts located on the Licensor's land.

(3) To ensure that no item including building fence, structure, tree, or any other obstruction whatsoever is affixed, placed or remains on the Licensor's land at a distance which is closer than ten (10) times the height of the item(s) in the Bureau's instrument enclosure or any anemometer or the licensed land unless the consent of the Bureau is obtained in writing.

(4) To indemnify and keep indemnified the Bureau, its servants, agents, contractors and invitees against all actions, proceedings, claims, demands (and associated costs) whatsoever which may be brought or made against the Bureau, its servants, agents, contractors and invitees that arise directly or indirectly from the negligent act or omission of the Licensor, a servant, agent, contractor or invitee of the Licensor.

(5) To disclose all the terms and conditions of the Licence to any potential purchaser, transferee or lessee of the Licensor's Land or part thereof and to make it a condition of any purchase, transfer or lease of the licensor's land or part thereof that the purchaser, transferee or Lessee unconditionally consents to being bound by the provisions of this Licence.

(6) Subject to clause 2(2) the Licensor shall maintain the Licensor's lands and shall do so in a manner so as not to interfere with the Bureau's use of the land.

(7) To duly satisfy and discharge all rates and taxes and all other outgoing including

Land Tax which arise now or hereafter payable in respect of the land.

(8) The Bureau may peaceably hold and enjoy the Land without any interruption or disturbance from the Licensor.

4. The Licensor and the Bureau mutually **COVENANT and AGREE** as follows:-

(1) Where the Licensor consists of two or more persons the provisions on their part to be observed shall bind all of them jointly and each of them severally.

(2) The Bureau may from time to time during this Licence and at the Bureau's expense construct affix or install such improvements, items including fencing, and make such alterations including but not limited to the installation of the AWS upon and to the land as the Bureau may consider necessary **PROVIDED THAT** the Licensor shall upon request of the Bureau, do all such things as may be reasonably necessary to secure approval or certification of the same in accordance with the requirements of any statute, ordinance or by-law pertaining to such improvement fixture object or item or of the requirements of any body or authority, statutory or otherwise pertaining to the same. The Bureau may at any time during the term of the Licence or after the end or sooner determination of this Licence remove and carry away the said AWS, associated equipment and any fixtures, or items so affixed making good all damage caused by such removal.

(3) The AWS and all items and improvements placed or installed on the land by the Bureau shall at all times remain the property of the Bureau and the Bureau's right, title and interest in the said items will not in any way vest in the Licensor.

(4) Each party shall each bear their own costs of and incidental to the Licence.

(5) The Licensor grants to the Bureau an option of renewal for the further term described in Item 8 of Schedule 1 on the same terms and conditions as this Licence and at the same licence fee as is payable pursuant to this Licence exercisable by the Bureau by providing 3 months written notice to the Licensor prior to the expiration of the term of this Licence.

(6) Inthis Licence "the Licensor" where the Licensor is one person includes the Licensor his executors administrators successor in title any lessee of the Licensor's land and assigns and where the Licensor is a corporation includes the corporation and its assigns.

(7) In this Licence "the Licensor's land" has its ordinary meaning and includes, but is not limited to, the land licensed in this Licence and any surrounding land owned by the Licensor.

(8) Every notice, demand, consent or other communication required to be given or served under this Licence will be duly given to or served on:-

(i) **The Licensor** if in writing signed by or on behalf of the Director of the Bureau of Meteorology and delivered by hand or sent by prepaid registered or certified mail, or facsimile transmission addressed to the Licensor at the address contained in Item 1 of Schedule 1 or such other address as may be notified in writing to the Bureau from time to time (where the Licensor consists of 2 or more persons service upon any one of them will constitute service upon each of them); and

(ii) **The Bureau** in writing signed by the Licensor (or if the Licensor is a corporation, the Secretary or a Director of the corporation) and delivered by hand or sent by prepaid certified or registered mail or facsimile transmission addressed to the Director of the Bureau of Meteorology of (G.P.O. Box 1289K, Melbourne, 3001) or such other address as may be notified in writing to the Licensor from time to time.

(9) Failure by either party at any time to enforce any of the provisions of this Licence will not be construed as a waiver by that party of such provision or in any way affect the validity of this Licence.

(10) (i) The parties acknowledge that GST may be payable on the supply of Product and/or Services under this Licence.

(ii) Where the GST is payable under any supply of Products and/or Services under this Licence, the Price or Charge payable by the Bureau to the Licensor for the supply shall be adjusted in accordance with sub-clauses 4(10)(iii) and (iv).

(iii) The Licensor shall pass on to the Bureau the benefits of any New Tax System changes and adjust the Price or Charge payable by the Bureau under this Licence accordingly ("the Benefits").

(iv) Subject to the Licensor issuing a valid GST tax invoice, the Price or Charge payable by the Bureau to the Licensor for the supply shall be increased by the amount equal to that which the Licensor is obliged to remit as GST on the supply ("the amounts").

(v) If it is determined on reasonable grounds that the amount of GST collected from the Bureau under this Clause differs for any reason from the amount of GST paid or payable by the Licensor, the Bureau shall be entitled to a refund of the additional Price or Charge collected from the Bureau.

(vi) The Parties shall exchange such information as is reasonably necessary for each to make reasonable assessment of the Benefits and the Amounts.

(11) In the event of the Bureau continuing in occupation of the land after the expiration of this Licence, or any extension of this Licence without any demand for possession having been made by the Licensor, the land shall be held by the Bureau pursuant to a yearly Licence determinable at any time upon six (6) months written notice being given by either party, for the same licence fee and on the same terms contained in this Licence so far as they can be applied to a yearly Licence.

IN WITNESS WHEREOF the Licensor and Bureau have executed this Licence on the day and year first hereinbefore written.

SIGNED for and on behalf of
BY:.....
Printed name: JAMES GREGORY EPIS
In the presence of:.....
Printed name: TANYA MAREE BROWNING
Date: 25. 02. 2016

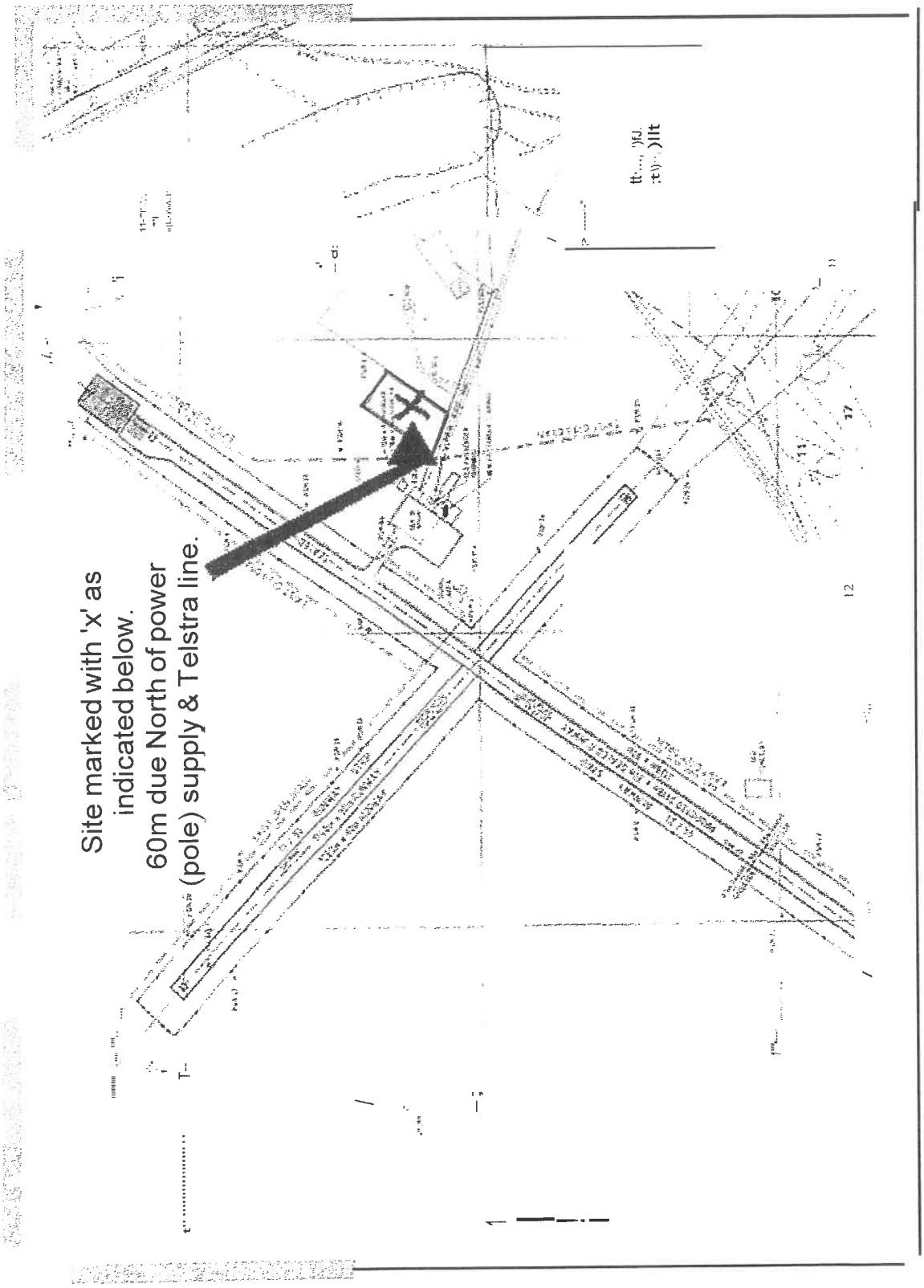
SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA
BUREAU OF METEOROLOGY
BY:

.....
Printed name:.....
In the presence of:.....
Printed name: IAIN WARDLE
Date: 21/3/16

Australian Government
Bureau of Meteorology
.....Date: 21/3/16
KYLIE COUTTS
MANAGER WORKS & SERVICES
POSITION NO. 293
A DULY AUTHORISED DELEGATE OF THE
COMMONWEALTH OF AUSTRALIA

SCHEDULE 1

1.	LICENSOR:	Shire of Leonora
2.	LAND:	All of the land comprising of Malcolm Locations 3 and 10 and being more particularly described in Certificate of Title Volume 1167 Folio 341 and shown in red on the plan annexed hereto.
3.	PURPOSE:	Maintaining and using an AWS in order to obtain data to assist in discharging its functions under the Meteorology Act 1955 and for any other purpose envisaged by the Meteorology Act 1955.
4.	TERM:	Ten (10) years
5.	LICENCE FEE:	$1.00 per annum if demanded
6.	DATE OF COMMENCEMENT:	Within 30 days of demand 1 July 2016
7.	PAYMENT OF LICENCE FEE:	Within 30 days of demand
8.	FURTHER TERM:	Nil


Site marked with 'x' as
indicated below.
60m due North of power
(pole) supply & Telstra line.

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Australian Government
Bureau of Meteorology

AVIATION LEASE

Shire of Leonora

(LESSOR)

-AND-

COMMONWEALTH OF AUSTRALIA AS REPRESENTED BY THE BUREAU OF METEOROLOGY

(BUREAU)

LEONORA AIRPORT - 12241

AUTOMATIC WEATHER STATION

WESTERN AUSTRALIA

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Part A

Information Table

Item 1 **Lessor**	Shire of Leonora (ABN 15 961 454 076) Address: PO Box 56, Leonora, WA 6438 Email: admin@leonora.wa.gov.au
Item 2 **Bureau**	**Commonwealth of Australia as represented by the Bureau of Meteorology** GPO Box 1289, Melbourne VIC 3001 Australia Attention: National Leasing Team Email: Leasing@bom.gov.au or such other address as notified by the Bureau from time to time.
Item 3 **Leased Area**	That part of the Land comprising 256m^2 shown on the plan in Schedule 1 of this Lease.
Item 4 **Land**	The whole of the land described in certificate(s) of title: • Lot 51 on Deposited Plan 59908 • Lot 3 on Deposited Plan 126500 known as Leonora Airport, Rajah Street, Leonora WA 6438
Item 5 **Permitted Use**	The administration and undertaking of the rights, powers, functions and/or obligations conferred or imposed upon the Bureau by the *Meteorology Act 1955* (Cth), the *Water Act 2007* (Cth) or any other Law, including (but not limited to) the installation, inspection, renovation, repair, replacement, maintenance, upgrade, operation and dismantling of the Bureau's Property.
Item 6 **Weather Observation Equipment**	Automatic Weather Station
Item 7 **Commencement Date**	1 July 2026
Item 8 **Expiry Date**	30 June 2036
Item 9 **Further Term/s**	One (1) x Ten (10) years

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Item 10 **Base Rent**	$1.00 excluding GST per annum
Item 11 **Rent Review**	**Fixed Increase Date(s)** — **Fixed Increase Rate** N/A — NIL
Item 12 **Optional Termination Date and Notice Period**	**Optional Termination Date** N/A **Optional Termination Notice Period** N/A

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Part B: Operative provisions

1. Term

1.1 Grant of the lease

(a) The Lessor grants a lease to the Bureau and the Bureau takes a lease of the Leased Area for the Term at the Base Rent on and subject to the terms of this Lease.

(b) Subject to the provisions of this Lease, this Lease commences on the Commencement Date and expires on the Expiry Date.

1.2 Further Terms

Provided that the Bureau has given to Lessor a minimum of 3 months' notice prior to the Expiry Date, the Lessor must grant to the Bureau a renewal of the lease of the Leased Area for the period specified in Item 9 upon the same terms and conditions as are contained in this Lease with the following amendments:

(a) the new Base Rent will be determined in accordance with the method of rent review set out in Item 11;

(b) the new commencement date, expiry date and base rent will be inserted in Item 7, Item 8 and Item 10;

(c) this clause 1.2 will be omitted unless Item 9 refers to an additional Further Term after that for which the renewal of the lease is being granted.

1.3 Holding over

If the Bureau continues to occupy the Leased Area after the Expiry Date without objection by the Lessor, the Bureau will do so as a yearly tenant on the same terms and conditions as this Lease (to the extent they are applicable to a yearly tenancy). Either party may end the yearly tenancy by giving twelve months' notice to the other expiring at any time.

2. Rent and Rent Review

2.1 Payment of Base Rent

The Bureau must pay the Base Rent (as varied in accordance with this Lease) to the Lessor in accordance with clause 3.

2.2 Fixed Increase of Base Rent

On and from each Fixed Increase Date, the Base Rent is increased using the following formula:

A = B + (B x C)

where:

A means the Base Rent payable on and from the Fixed Increase Date;

B means the Base Rent payable immediately before the Fixed Increased Date; and

C means the Fixed Increase Rate specified in Item 11.

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3. Other costs

3.1 Utility Charges

The Bureau must pay all connection, separately metered usage and consumption charges for Utilities consumed in the Leased Area.

3.2 GST

(a) Unless otherwise indicated, all consideration for any supply made under this Lease is exclusive of any GST imposed on the supply.

(b) Subject to this clause 3.2, if one party (**Supplier**) makes a taxable supply under this Lease to the other party (**Recipient**), the Recipient on receipt of a tax invoice from the Supplier must pay without setoff an additional amount to the Supplier equal to the GST imposed on the supply in question.

(c) Terms used in this clause 3.2 which are defined in the GST law have the meaning attributed to them in the GST Law.

(d) No party may claim or retain from the other party any amount in relation to a supply made under this Lease for which the first party can obtain an input tax credit or decreasing adjustment.

3.3 Payment

The Bureau must pay the Base Rent annually in advance. However, if the Lease is not fully executed by thirty (30) days prior to the Commencement Date, then the first instalment is due within thirty (30) days of the Lease being fully executed.

3.4 Broken periods

If an amount is specified to be for a period but the amount payable is for a period shorter than the specified period, then the actual amount payable for the shorter period is the amount payable for the specified period pro-rated on a daily basis.

3.5 Payment Requirements

Subject to receipt of a correctly rendered tax invoice addressed to the Bureau (and given in accordance with clause 10.1), the Bureau must:

(a) make all payments under this Lease at the place by electronic funds transfer to an account nominated by the Lessor, without any deduction or right of set-off arising at law or in equity whatsoever; and

(b) pay any amount due within 30 days of receipt of the tax invoice from the Lessor.

3.6 Lease Costs

If the Bureau requires this Lease to be registered, the Bureau must pay:

(a) the reasonable and proper costs of preparing a plan of the Leased Area in registrable form; and

(b) any registration fees on or arising from this Lease.

The parties acknowledge that if a Law imposes duty on this Lease, and imposes that duty on the Bureau as the tenant, then the Bureau is only liable to pay that duty if that Law is binding on the Bureau.

4. Bureau's rights and obligations

4.1 Access and Services

The Lessor grants a licence to the Bureau over the Land to:

(a) have unrestricted access to and from the Leased Area at all times;

(b) install, maintain, repair and replace all cables, conduits, services and ducts required to connect Services to the Leased Area:

(i) for the avoidance of doubt – anywhere within the Leased Area; and

(ii) outside of the Leased Area – subject to consent from the Lessor (which consent is deemed to have been given by the Lessor if no other response is received by the Bureau within 14 days of its request for consent); and

(c) temporarily use the Land immediately surrounding the Leased Area, solely for the purpose of facilitating Works (including but not limited to during the initial installation of the Bureau's Property). The Bureau must restore the immediately surrounding Land used by the Bureau as far as practicably possible to its condition prior to such use by the Bureau (fair wear and tear excepted).

The licence in this clause 4.1 is coupled with and runs with the leasehold interest.

4.2 Conduct of Bureau’s operations

(a) The Bureau must comply with all applicable Laws and requirements of relevant Authorities from time to time affecting the Leased Area, the Bureau’s Property and the Bureau’s use or occupation of the Leased Area.

(b) The Bureau is entitled to use the Leased Area for the Permitted Use and any use reasonably incidental to the Permitted Use.

(c) Except in an emergency, the Bureau will use its best endeavours to notify the Lessor of its intended access to the Leased Area (which notice may be given in writing, email or by telephone).

4.3 Maintaining the Bureau’s Property

The Bureau must at all times keep the Bureau’s Property in good repair and condition, except for fair wear and tear.

4.4 Alterations to the Leased Area

The Bureau must ensure that all the Works are carried out:

(a) in a proper and workmanlike manner;

(b) in accordance with the Approvals and any applicable Laws;

(c) in a manner that will not adversely and materially affect, disrupt or cause a nuisance to the carrying out of any works in the Land by the Lessor or any other occupier of the Land (provided the other occupier is in occupation prior to the initial date of occupation by the Bureau), subject to:

(i) the Bureau receiving no less than 28 days' prior notice of any proposed works by the Lessor or other occupier of the Land; and

(ii) any works by the Lessor or other occupier of the Land not interfering with or delaying the Works;

(d) where applicable - by contractors who are suitably qualified, competent and experienced in carrying out works in the nature of the proposed Works.

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4.5 Compliance with Laws

(a) Notwithstanding anything else in this Lease, the Bureau is only required to comply with a Law relating to the use of the Leased Area:

(i) to the extent that the Bureau is bound by a Law; and

(ii) provided the Bureau is not required to effect structural alterations or additions to the Leased Area, install, alter or add to equipment in the Leased Area.

4.6 Lease Dealings

(a) The Bureau may assign, sublease, licence, part with possession or deal with its interest in this Lease after obtaining the Lessor's prior consent.

(b) Despite clause 4.6(a), if it is necessary or convenient as a result of a machinery of government change, the Bureau may at any time and without the consent of the Lessor:

(i) assign, transfer, sublet, licence or otherwise part with possession or deal with its interest in the Leased Area or part of the Leased Area to a Corporate Commonwealth Entity, a Non-corporate Commonwealth Entity, a Commonwealth Company, any public authority, instrumentality or agency of a State or Territory or any corporation or public authority, instrumentality or agency in which a State or Territory has a controlling interest; or

(ii) sublet or part with possession of the Leased Area or any part where the term of the sublease, or the arrangement pursuant to which Bureau parts with possession, does not exceed the Term.

(c) The Bureau agrees to notify the Lessor within a reasonable time of any action taken in the exercise of its rights under clause 4.6(b).

5. Lessor's rights and obligations

5.1 Quiet enjoyment

The Lessor must give the Bureau quiet enjoyment of the Leased Area without any interruption or disturbance by the Lessor or any person claiming through or under the Lessor.

5.2 Safety

The Lessor must maintain the Land to a suitable condition to ensure that the Bureau and the Bureau's Invitees can safely access the Leased Area.

5.3 Access to the Leased Area

The Lessor must permit the Bureau and the Bureau's Invitees:

(a) unrestricted access to the Leased Area (including the provision of any security codes, keys or similar ability to unlock security measures necessary to access the Leased Area); and

(b) the right to install, maintain, repair and replace all cables, conduits, services and ducts required to connect Services to the Leased Area.

5.4 Lessor's insurances

(a) The Lessor shall effect and keep effected during the Term insurance policies for public liability for at least $20,000,000 for any one occurrence covering all of the Land.

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(b) If requested by the Bureau, the Lessor must give the Bureau evidence (such as a valid certificate of currency) that it has the policies required under this clause 5.4, but no more than once in every 12 months.

5.5 Compliance with Laws and Authority requirements

The Lessor must comply with all Laws and requirements of Authorities from time to time relating to or affecting the Land.

5.6 Contamination

(a) The Lessor warrants to the Bureau that, to the best of its knowledge and belief at the Commencement Date, the Land is not contaminated by any Contaminant.

(b) If, at any time, the Leased Area become contaminated by any Contaminant, the Lessor must:

(i) notify the Bureau (providing all relevant information about the Contaminant) immediately after becoming aware of the Contaminant; and

(ii) undertake such works as are required to manage and clean-up the Contamination in order to eliminate unacceptable risk to human health and/or the environment and in accordance with all applicable laws, guidelines and Authority requirements and to a level sufficient to allow the Bureau to lawfully conduct the Permitted Use from the Leased Area. This clause 5.6(b)(ii) does not apply to the extent that the Bureau or the Bureau's Invitees caused or contributed to the Leased Area becoming contaminated by any Contaminant.

5.7 Clearance Zones

The Lessor must comply with the requirements in Schedule 2, unless prior written consent from the Bureau is obtained (with the request made in writing). If the Lessor becomes aware of any potential non-compliance, the Lessor must immediately notify the Bureau. For the avoidance of doubt, the cost of remedying any non-compliance is the responsibility of the Lessor.

5.8 Bureau's Property

The Lessor acknowledges that the Bureau is the owner of the Bureau's Property at all times, even if it becomes attached to the Land.

6. Risk and insurance

6.1 Risk

The Bureau occupies and uses the Leased Area, uses the other parts of the Land and carries out all Works at the Bureau’s own risk.

6.2 Bureau’s Insurance

The parties agree that while the tenant is a Corporate Commonwealth Entity, a Non-corporate Commonwealth Entity or a Commonwealth Company and maintains arrangements for risk coverage through Comcover or any equivalent successor, the tenant is not required to take out any other insurance for the purpose of this Lease.

7. End of Lease

7.1 Make good

(a) Subject to the following terms in clause 7.1, on the Expiry Date or earlier determination of this Lease, the Bureau must vacate the Leased Area.

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(b) Unless otherwise agreed between the parties, the Bureau:

(i) may remove the Bureau's Property from the Leased Area and the Land at any time up to three (3) months after the Expiry Date; and

(ii) must remove the Bureau's Property within three (3) months after receiving notice to do so from the Lessor (which notice must not be given before the Expiry Date).

(c) The parties acknowledge and agree that:

(i) any period after the Expiry Date when the Bureau's Property remains on the Leased Area or the Land pursuant to clause 7.1 is not regarded as holding over under clause 1.3 and Base Rent is not payable by the Bureau during this period; and

(ii) notwithstanding if the Bureau's Property is not removed by the Expiry Date, it is not abandoned by the Bureau unless agreed otherwise in writing.

7.2 Events of default by Bureau

(a) The Bureau will be in default if it does not comply with the terms of this Lease.

(b) If the Bureau is in default of this Lease and the Lessor serves a notice on the Bureau to remedy the default and the default is not remedied within a reasonable period (having regard to the seriousness and nature of the default) after service of the Lessor's notice and being no less than 30 days after service to the Bureau, the Lessor may, without prejudice to any other right it has, terminate this Lease and re-enter the Leased Area without further notice to the Bureau.

7.3 Termination for convenience

At any time after the Optional Termination Date, either party may terminate this Lease by giving written notice to the other party of no less than the Optional Termination Notice Period, and the Lease may expire at any time.

7.4 Events of default by Lessor

(a) The Lessor will be in default if it does not comply with the terms of this Lease.

(b) If the Lessor is in default of this Lease and the Bureau serves a notice on the Lessor to remedy the default and the default is not remedied within a reasonable period (having regard to the seriousness and nature of the default) after service of the Bureau's notice and being no less than 30 days after service to the Lessor, the Bureau may, without prejudice to any other right it has, terminate this Lease without further notice to the Lessor.

8. Damage or destruction

The Bureau is entitled to a full abatement of Base Rent if the Bureau is required by Law to vacate the Leased Area (or part thereof) because of a material health, safety or security matter caused directly or indirectly by the Lessor, its employees, agents, tenants (other than the Bureau), licensees or contractors and the abatement will apply from the date of vacation up to and including the date that the Bureau can re-commence the Permitted Use from the Leased Area, which it shall not be required to do until the health, safety or security matter has been rectified.

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9. Relocation

9.1 Relocation Notice

(a) If the Lessor breaches clause 5.7 or Schedule 2 of this Lease, the Bureau may give a written notice to the Lessor setting out particulars of the breach and requiring the Lessor to rectify the breach within 14 days after service of the notice on the Lessor.

(b) If the Lessor does not remedy the breach as required by clause 9.1(a), the Bureau may, without prejudice to any other rights the Bureau may have with respect to the breach by the Lessor, give to the Lessor a Relocation Notice.

(c) Within 14 days of service of a Relocation Notice by the Bureau on the Lessor, the Lessor must provide to the Bureau details of alternative sites on the Land suitable for the Bureau's use. The details provided by the Lessor must be of sufficient detail to enable the Bureau to establish if the alternative site is suitable for the Bureau's purpose and complies with the requirements set out in Schedule 2.

9.2 Election by the Bureau

(a) Subject to the Lessor providing sufficient detail regarding the alternative site or sites as contemplated by clause 9.1(c), within 28 days of service of the Lessor's Alternative Site Notice, the Bureau may give written notice that it requires to:

(i) relocate to one of the proposed alternative sites specified in the Relocation Notice; or

(ii) terminate this Lease, such termination to take effect 28 days after the date of the notice given under this clause 9.2(a).

(b) If the Bureau elects to relocate to an alternative site the Lessor and the Bureau agree that the following matters must occur as soon as practicable after the notice given by the Bureau under clause 9.2(a)(i):

(i) at the Lessor's cost, the Lessor and the Bureau must enter into a deed of surrender of this Lease and a new lease of the Alternative Site such lease to be on the same terms and conditions as this Lease except that:

(A) the term of the new lease is to be the same as the remaining term of this Lease; and

(B) the rent for the new lease is to be the same as the rent for this Lease adjusted to take into account any difference in the commercial values of the Leased Area and the Alternative Site;

(ii) at the Lessor's cost, the Lessor and the Bureau must arrange to relocate the equipment required by the Bureau at the Alternative Site from the Leased Area to the Alternative Site;

(iii) the Lessor and the Bureau must work together in good faith to manage the relocation of the equipment of the Bureau to the Alternative Site in a timely, efficient and safe manner; and

(iv) the Lessor must promptly pay any reasonable relocation costs incurred by the Bureau upon being provided with an invoice or invoices with respect to such costs.

(c) If the Lessor or the Bureau cannot agree on the amount of relocation costs to be paid to the Bureau, such amount is to be determined by an independent quantity surveyor jointly appointed by the Lessor and the Bureau and in default of agreement as to an independent quantity surveyor, by an independent quantity surveyor appointed by the Bureau, acting reasonably.

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9.3 Lessor's redevelopment

(a) If the Lessor is proposing a redevelopment of the Land which will, or have the potential to, give rise to the Lessor being in breach of clause 5.7 or Schedule 2 of this Lease, the Lessor must give a written notice to the Bureau setting out particulars of the redevelopment and how it will or have the potential to, give rise to the Lessor being in breach of clause 5.7 or Schedule 2 of this Lease.

(b) Upon receiving a notice from the Lessor under clause 9.3(a), the Bureau may, without prejudice to any other rights the Bureau may have under this Lease, give to the Lessor a Relocation Notice and clauses 9.1(c) and 9.2 will then apply.

10. General Provisions

10.1 Notices

(a) Any notice, request, demand, consent approval or other communication (**Notice**) in relation to any matter under this Lease, except for notice given orally to the Lessor by telephone in accordance with clause 4.2(c), must be in writing and must be left at or sent to the address or email address of the addressee in this Lease (or such other address or email address previously notified in writing by the addressee as the addressee's alternative address for notices). Clause 10.1(a) does not apply where this Lease provides that a Notice may be given orally.

(b) If given by the Lessor, must be signed or given by the Lessor or the Lessor's duly appointed attorney, solicitor or agent.

(c) If given by the Bureau, may be provided or given by any person employed or contracted by the Bureau and acting on behalf of the National Leasing Manager, Property Services or the Bureau's duly appointed attorney, solicitor or agent.

(d) A Notice in accordance with clause 10.1 will take effect:

(i) if left at an address or sent by email, on the day the Notice was delivered provided the Notice was delivered by 5.00pm on that day and that day is a business day. Otherwise, the Notice will take effect from the next business day;

(ii) if sent by post, on the fourth business day after the Notice was sent; or

(iii) if given orally, at the time it is given.

10.2 Whole agreement

This Lease comprises the whole of the written agreement between the parties in respect of the Leased Area.

10.3 Parties to act reasonably

(a) The parties agree that in relation to this Lease they will act co-operatively and reasonably.

(b) In this Lease unless stated to the contrary, where consent or approval is required to be provided by a party, that party will act reasonably in considering such consent or approval and will not unreasonably withhold or delay consent to any approval requested.

10.4 Further assurances

Each party must do all things reasonably required by the other party to give effect to the terms of this Lease.

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10.5 Reading down

If any provision in this Lease is contrary to any Law, the provision must be read down to such an extent as is reasonable in the circumstances so as to give it valid operation. If the provision cannot be read down, it will be deemed to be void and severed from this Lease.

10.6 Waiver and variation

A provision of or a right created under this Lease is not waived or varied except in writing signed by the party to be bound.

10.7 Antecedent breaches

The expiry or termination of this Lease does not affect the rights of a party arising out of a breach of this Lease by any other party that occurs before the expiry or termination.

10.8 Jurisdiction

The laws of the State govern this Lease.

10.9 Mortgagee and caveator consent

If required by the Bureau, the Lessor must obtain the unconditional consent of any mortgagee and caveator of the Land to this Lease at the Bureau's cost (subject to the Bureau first approving the cost)and in a form acceptable to the Bureau (acting reasonably) and provide a copy to the Bureau.

10.10 Sale of Land

The Lessor must not sell, transfer, lease (including any concurrent lease) or otherwise alienate its interest in the Land or any part of the Land of which the Leased Area forms part unless, prior to or at the time of doing so and at the Lessor's cost, the Lessor provides the Bureau with a deed of covenant in favour of the Bureau executed by the person acquiring or proposing to acquire an interest in the Land (**New Party**), binding the New Party to perform and observe all of the Lessor's covenants contained in this Lease, on terms and conditions satisfactory to the Bureau (including that the Bureau be a party to the deed of covenant with the New Party).

10.11 Caveats

The Bureau may lodge a caveat on the title to the Land which notes the Bureau's interest under this Lease. If required by the Bureau, the Lessor agrees to provide contemporaneously with execution of this Lease its written consent in registrable form to any caveat which the Bureau may wish to lodge in relation to this Lease.

10.12 Confidentiality

(a) The Lessor acknowledges that this Lease and the activities of the Bureau in the Leased Area are confidential and agrees that it will not disclose to a third party information which comes into its possession pursuant to or as a result of or in the performance of any obligation or right under this Lease, whether that information relates to the business, activities or technical operation of the Bureau or any person dealing with the Bureau or otherwise.

(b) This clause does not apply to disclosure:

(i) required by a Law which is applicable to the Commonwealth of Australia; or

(ii) to professional advisers for the purposes of administering this Lease provided that before it makes the disclosure the Lessor ensures that those professional advisers are bound by the same duty of confidentiality which applies to the Lessor.

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10.13 Capacity

The Lessor warrants that it has the right, title and interest in the Land sufficient to grant the rights to the Bureau under this Lease.

10.14 Supplier Code of Conduct

(a) For the purposes of this clause, 'Commonwealth Supplier Code of Conduct' or 'Code' means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.

(b) The Lessor must comply with, and ensure that its officers, employees, agents and subcontractors comply with, the Code in connection with the performance of this Licence.

(c) The Lessor must:

(i) periodically monitor and assess its, and its officers', employees', and agents' compliance with the Code; and

(ii) on request from the Bureau, promptly provide information regarding:

(A) the policies, frameworks, or systems it has established to monitor and assess compliance with the Code, and

(B) the Lessor's compliance with clause 10.14(b).

(d) The Lessor must immediately issue the Bureau a notice on becoming aware of any breach of clause 10.14(b), which must include a summary of the breach, the date that the breach occurred, and details of the personnel involved.

(e) Where the Bureau identifies a possible breach of clause 10.14(b), it may issue the Lessor a notice, and the Lessor must, within three (3) business days of receiving the Notice, either:

(i) where the Lessor considers a breach has not occurred: advise the Bureau that there has not been a breach and provide information supporting that determination; or

(ii) where the Lessor considers that a breach has occurred: issue a notice under clause 10.14(b) and otherwise comply with its obligations under this clause 10.14.

(f) Notwithstanding clause 10.14(e), the Bureau may notify the Lessor in writing that it considers that the Lessor has breached clause 10.14(b), in which case the Lessor must issue a notice under clause 10.14(d) and otherwise comply with its obligations under this clause 10.14.

(g) A failure by the Lessor to comply with its obligations under any part of this clause will be a material breach of the Licence.

(h) Nothing in this clause or the Code limits, reduces, or derogates from the Lessor's other obligations under the Licence. The Bureau's rights under this clause are in addition to and do not otherwise limit any other rights the Bureau may have under the Contract. The performance by the Lessor of its obligations under this clause will be at no additional cost to the Bureau.

(i) The Lessor agrees that the Bureau or any other Commonwealth agency may take into account the Lessor's compliance with the Code in any future approaches to market.

10.15 Clauses to survive termination

The following clauses will survive termination or expiry of this Lease: 1.3, 5.8, 7.1, 10.12 and 11.1.

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10.16 Special Conditions

The parties will comply with the Special Conditions set out in Schedule 3 (if any). If any conflict arises between the operative provisions and the Special Conditions in Schedule 3, the Special Conditions will prevail.

11. Defined terms and interpretation

11.1 Definitions

The following definitions, together with those in Part A (Information Table), apply unless the context requires otherwise:

Alternative Site means the premises identified by the Bureau in its notice given under clause 9.2(a)(i).

Approvals means all necessary consents, permits, approvals, licences and certificates from all relevant Authorities having jurisdiction over the Leased Area to lawfully:

(a) conduct any works in or around the Leased Area; and

(b) use and occupy the Leased Area for the Permitted Use.

Authority means any government, semi or local government, statutory or other authority, body or regulator.

Base Rent means the rent specified in Item 10, as varied under this Lease.

Bureau means the party or parties named in Item 2 and, unless a contrary intention appears, includes the Bureau's Invitees.

Bureau's Invitee means any employees, agents, suppliers, invitees (whilst on the Leased Area), contractors, licensees or any other person claiming through or under the Bureau.

Bureau's Property means anything installed or placed in or on the Leased Area by or for the Bureau and includes the Bureau's equipment (including, but not limited to, the Weather Observation Equipment), fixtures, fittings, signage and other property as determined by the Bureau in its absolute discretion from time to time.

Commencement Date means the date specified in Item 7.

Commonwealth Company has the meaning given to it in the *Public Governance, Performance and Accountability Act 2013* (Cth)**.**

Corporate Commonwealth Entity has the meaning given to it in the *Public Governance, Performance and Accountability Act 2013* (Cth)**.**

Contaminant means any toxic or hazardous substance (including asbestos), gas, liquid, or material, any waste or discharge or any pollutant.

Expiry Date means the date set out in Item 8.

Fixed Increase Date means a date specified in Item 11.

Fixed Increase Rate means a percentage specified in Item 11.

Further Term means the relevant further term specified in Item 9.

GST means the same as in the GST Law.

GST Law means the same as 'GST law' means in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

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Land means the land in Item 4.

Law means the common law, a statute, regulation, rule, by-law, ordinance, proclamation, enactment, statutory instrument or delegated or subordinated legislation (whether federal, state, municipal or of any Authority), codes (including any code of practice approved under the *Work Health and Safety Act 2011* (Cth), the *National Code of Practice for the Building and Construction Industry* and the *Australian Government Construction OHS Accreditation Scheme,* and *the Building Code of Australia*) and any requirement, notice, order or direction of a competent Authority.

Leased Area means that part of the Land described in Item 3.

Lessor means the person entitled to the reversion under this Lease, which at the Commencement Date is the party or parties named in Item 1. A reference to the Lessor includes any agents and employees of the Lessor.

Lessor's Alternative Site Notice means the notice given by the Lessor to the Bureau under clause 9.1(c).

Non-corporate Commonwealth Entity has the meaning given to it in the *Public Governance, Performance and Accountability Act 2013* (Cth)**.**

Optional Termination Date means the date specified in Item 12.

Optional Termination Notice Period means the period of time specified in Item 12.

Permitted Use means the use of the Leased Area in Item 5.

Relocation Notice means a notice given by the Bureau to the Lessor under clause 9.1(b) setting out that the Bureau requires the Lessor to relocate the Leased Area and the Bureau's Property to another location on the Land.

Services means all plant, equipment, pipes, services and apparatus (including air-conditioning plant, fire detection, prevention and protection equipment, wires, cables, conduits, other electronic communication equipment, gas and electrical fittings, toilets, sewerage, plumbing, grease traps and wash basins) at or below the Land.

State means the state or territory in which the Leased Area is situated.

Term means the period of time from the Commencement Date to the Expiry Date or any earlier date on which this Lease is determined and includes any period of holding over.

Utility means the whole or any part of the Bureau’s requirements for electricity, gas, water, telecommunications or any other services consumed in the Leased Area.

Weather Observation Equipment means the equipment identified in Item 6 and ancillary equipment installed and/or operated by the Bureau in the Leased Area, as altered, upgraded and/or added to in the Bureau's absolute discretion from time to time.

Works means any works commissioned, carried out or caused to be carried out by or on behalf of the Bureau or any person claiming under or through the Bureau including any works in connection with the Permitted Use, in or around the Leased Area.

11.2 Interpretation

In this Lease, unless a contrary intention appears:

(a) an agreement, representation, covenant or warranty in favour of two or more persons is in favour of them jointly and severally;

(b) an agreement, representation, covenant or warranty made by two or more persons binds them jointly and severally;

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(c) words importing the singular include the plural and vice versa;

(d) the word person includes corporations, firms, unincorporated associations, bodies corporate, authorities and agencies;

(e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes and permitted assigns and includes the employees, contractors and agents of that person;

(f) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time;

(g) a reference to a Lease includes any variation or replacement of it;

(h) headings are inserted for convenience and do not affect the interpretation of this Lease;

(i) a reference to the whole of a thing includes a reference to a part of that thing;

(j) including (in any form) or such as when introducing a list of items or giving an example does not limit the meaning of the word to which the list relates to those items or to items of a similar kind; and

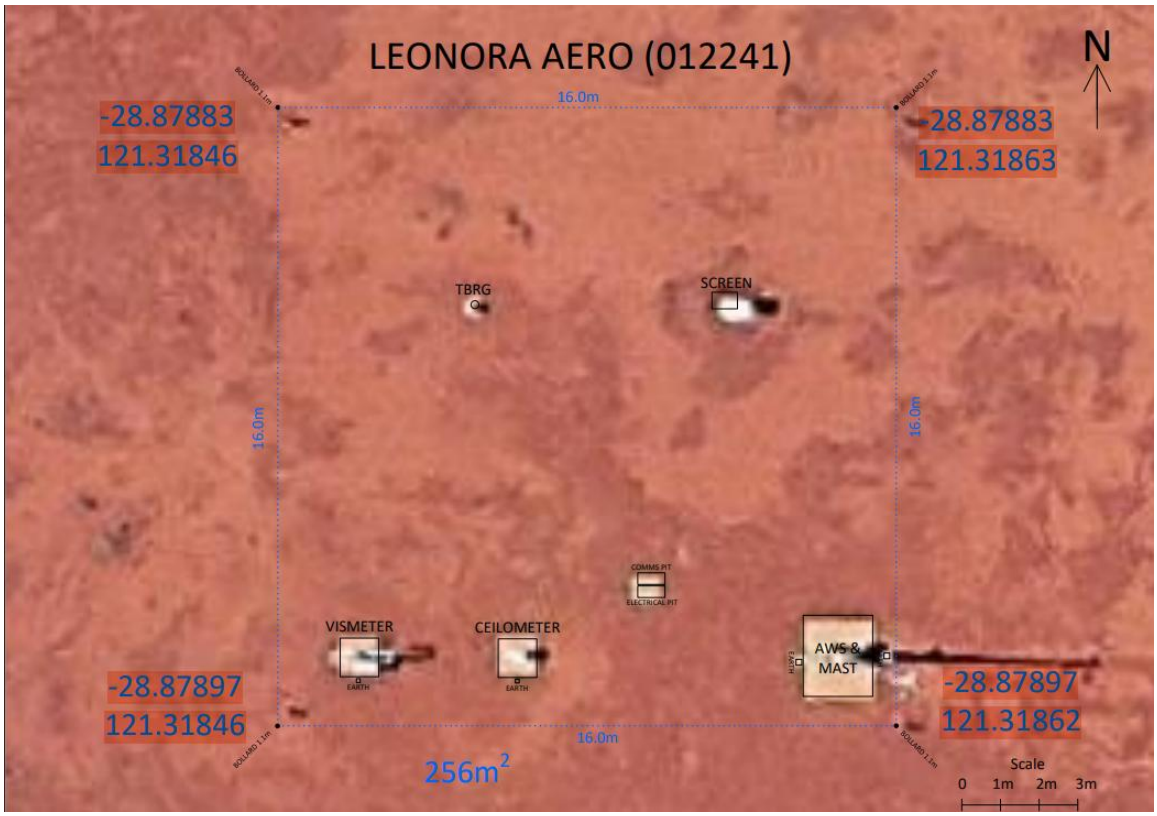
(k) without limiting any other rights of the Bureau, all licence rights in favour of the Bureau in respect of or in connection with the Land run with the Bureau's leasehold interest and bind all successors, executors, transferees, assigns and other persons having an interest in the Land or any part of it from time to time.

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SCHEDULE 1

PLAN OF THE LEASED AREA



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SCHEDULE 2

CLEARANCE ZONES REQUIRED FOR THE BUREAU'S PROPERTY

1. **Instrument Enclosure**: If an object is to be placed adjacent to the instrument enclosure, then it must be at a distance which is ten (10) times the height of the object.

2. **Anemometer**: If an object is to be placed adjacent to an anemometer, then it must be at a distance which is thirty (30) times the height of the object.

3. **Automatic Weather Station**: If an object is to be placed adjacent to an automatic weather station, then it must be at a distance which is thirty (30) times the height of the object.

4. **Thunderstorm sensor**: No outdoor lighting fixture must be located within a 50 metre diameter of a Thunderstorm sensor. No medium voltage power lines, high power RF transmitting antennas (>4 watts) or smoke stacks are to be installed within 100m (approximately) of the Thunderstorm sensor. No high voltage power lines (>16 kVAC), arc welders, or other gas-discharge equipment to be located or used within an approximate 450 m diameter of the sensor.

5. **Instrument shelter**: Standard size is 17 m square, centred in a 30 m square buffer zone aligned true North/South. Vegetation is trimmed to below 0.5 m within this buffer zone. No unrepresentative surface (e.g. asphalt, concrete) or water source (open water or irrigated vegetation) is allowed and occupies >10% of the area within a 100 m radius of the shelter or 5% of the area within 30 m of the shelter.

   For obstructions less than 15 metres in height, the obstruction should be at least four (4) times their height away from the enclosure. For obstructions greater than 15 metres the distance needs to be increased to ten (10) times the height of the obstruction, particularly if they cover more than 45 degrees of the horizon. Clearance of: 80 m from airport turning areas and aprons; 60 m from airport runways; and 30 m from airport taxiways.

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Signing page

Executed as a deed.

EXECUTION BY THE BUREAU

Executed for and on behalf of the **Commonwealth of Australia** by a duly authorised officer in the presence of:	))))
	……. Signature of Authorised Officer
…….. Witness signature	……. Name of Authorised Officer (print) Position Number: Position Name: Bureau of Meteorology
……... Witness name	Date:

EXECUTION BY THE LESSOR

Executed for and on behalf of the **Lessor Shire of Leonora** by:

Signature of Authorised Signatory	Signature of Authorised Signatory
Full Name & Position	Full Name & Position
Date:	

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10.0 REPORTS
10.2 CHIEF EXECUTIVE OFFICER REPORTS
10.2.(D) FUTURE OF THE LEONORA STATE BATTERY

SUBMISSION TO:	Ordinary Council Meeting Meeting Date: 20th October 2026
AGENDA REFERENCE:	10.2.(D) OCT 26
SUBJECT:	Future of the Leonora State Battery
LOCATION/ADDRESS:	1 Battery Place Leonora
NAME OF APPLICANT:	Not applicable
FILE REFERENCE:	Perth Mint

AUTHOR, DISCLOSURE OF ANY INTEREST AND DATE OF REPORT

NAME:	Ty Matson
OFFICER:	Chief Executive Officer
INTEREST DISCLOSURE:	Nil
DATE:	16th October 2026
SUPPORTING DOCUMENTS:	**1.** Leonora State Battery Heritage Report ⇩

REPORT PURPOSE

For Council to determine its position on the future of the Leonora State Battery

BACKGROUND

At the July 2026 Meeting of Council, Council considered a report seeking its position on the future of the disused Leonora State Battery (10.2C). The officer's recommendation was that further information was required for Council to make a considered decision. Council subsequently adopted the following resolution:

That Council:

1. Instruct the CEO to engage a suitably qualified heritage consultant to prepare a report into the future options for the Leonora Battery

2. Request the Perth Mint allow the consultant access to any engineering or related reports to assist in the drafting of the report.

3. Instruct the CEO to present the report back to Council.

4. Instruct the CEO to write to the Perth Mint seeking no further action be taken on the site until options can be presented to Council for consideration.

COMMENTS

H+H Architects was engaged by the Shire to undertake a heritage assessment of the Leonora State Battery and consider options for its future management. The assessment confirms that the Battery has considerable historical, social and scientific heritage value, reflecting Leonora's long association with gold prospecting and the important role State Batteries played in supporting small scale miners and the development of the Goldfields.

The existing site retains a substantial and highly intact collection of ore processing infrastructure, including two five head stamp batteries, primary crushers, conveyor, hoppers and associated structures.

The Battery has been recognised on the Shire's Local Heritage Survey as a Management Category 2 – Considerable Significance place; however, its inclusion on the survey does not currently provide statutory heritage protection under the Local Planning Scheme.

The assessment identifies significant challenges associated with the site's prolonged vacancy, including deterioration of some structures, contamination and hazardous materials associated with its former industrial use, and public safety risks. Despite these issues, much of the principal processing infrastructure retains a high degree of integrity and authenticity.

The report considers four broad approaches for the future of the Battery: taking no conservation action; retaining and stabilising significant elements in situ; deconstructing and relocating significant machinery and infrastructure to another site; or conserving the Battery on its existing site and adapting the precinct for a new use. Each option involves different implications for heritage conservation, contamination and safety management, public access, ongoing responsibility and retention of the Battery's original setting.

The options and implications of each are outlined below:

Option 1: Do Nothing

Under this option, the Shire would cease further involvement in the State Battery project and allow the current landowner to determine the future of the site, including how contamination, public safety and disposal of the land are managed.

Benefits

- No further financial or staff resources would be committed by the Shire.
- Responsibility for environmental, safety and site management issues would remain with the Perth Mint.
- The Shire would avoid assuming responsibility for a complex former industrial site with known hazards and contamination issues.

Drawbacks

- Likely loss of a significant local heritage asset and an important part of Leonora's mining history.
- Potential reputational risk to Council given the Battery is recognised in the Shire's Local Heritage Survey as a place of considerable significance.
- Loss of opportunities to interpret the Battery and its role in Leonora's mining history.
- Loss of the opportunity for future generations to experience or interpret a substantially intact example of a State Battery.

Officer Comment

This option would provide the simplest outcome for the Shire from a financial and operational perspective. However, it provides no mechanism to secure the retention of significant heritage fabric. The heritage assessment identifies that this could result in the complete loss of the Battery and its associated heritage values.

Given the Battery's long association with Leonora's mining history and its existing recognition through the Local Heritage Survey, this option also presents a significant reputational risk for the Shire.

Option 2: Partial Retention

This option would seek to retain the most significant elements of the Battery in their current location, while removing structures of lesser significance or those that cannot reasonably be retained. Retained elements would require stabilisation, repair, protection and ongoing management.

Benefits

- Retains the principal Battery infrastructure in its original location and historical context.
- Provides a compromise between complete loss of the site and full conservation.
- Allows priority heritage elements to be stabilised and protected from further deterioration.
- Provides an opportunity to demonstrate the Shire's commitment to protecting an identified local heritage asset.

Drawbacks

- The Shire's Local Heritage Survey does not, by itself, provide statutory protection preventing demolition of the Battery.
- Does not resolve the broader contamination issues associated with the site.
- Retained structures would require ongoing protection, maintenance and management.
- Public access would remain constrained by contamination and safety issues.
- Future development of surrounding land may diminish the original setting and context of the Battery.
- Significant financial risk to the Shire in regard to potential decontamination.

Officer Comment

Retention of the Battery in its original location would provide a strong heritage outcome. However, the practical implications of retaining infrastructure on a former industrial site significantly reduce the attractiveness of this option.

The site has identified contamination and hazardous material issues associated with its former operations, together with structural and public safety risks.

Based on discussions between the Shire and the Perth Mint, officers also understand that the State is unlikely to support an outcome that would transfer responsibility for a potentially contaminated site to the Shire. Accordingly, while partial retention preserves the original context of the Battery, it is not considered a practical long-term option for the Shire.

Option 3: Relocation and Reconstruction

This option would involve dismantling selected heritage components of the Battery and relocating them to another site within Leonora. Key elements identified as suitable for potential relocation include the two stamp batteries, conveyor, primary crushers and hoppers.

Benefits

- Preserves the most significant components of the Battery while avoiding the broader contamination and safety constraints of the existing site.
- Provides an opportunity to relocate the Battery to a safer and more accessible location.
- Creates opportunities for improved heritage interpretation, public access and inclusion within Leonora's broader heritage tourism offering.
- Enables significant machinery and infrastructure to be conserved rather than lost through disposal or demolition.
- The Battery's history already includes the relocation and reuse of machinery, including the stamp battery relocated from Wiluna.

Drawbacks

- Relocation would result in the loss of the Battery's original setting and reduce the authenticity and integrity of the heritage place.
- Dismantling and relocation would require specialist expertise due to the scale and condition of the equipment and the presence of hazardous materials.
- Some equipment would require repair, stabilisation and decontamination before relocation.
- Reconstruction at a new location would require the introduction of some new materials.

Officer Comment

This is the preferred option.

The Perth Mint has indicated to the Shire that it would meet the cost of dismantling and storing the significant equipment at a site nominated by the Shire. This would provide the Shire with an opportunity to preserve the most important elements of the Battery without assuming responsibility for the contaminated original site.

Relocation would also allow a future restoration and interpretation project to be undertaken at a location that maximises public accessibility, heritage interpretation and tourism value.

While relocation necessarily results in the loss of some original context, officers consider that this is outweighed by the opportunity to secure the long term preservation and public appreciation of the Battery's most significant elements. It is considered the most practical means of balancing heritage conservation, public safety, financial risk and community benefit.

Option 4: Conservation and Adaptive Re-use

Under this option, the Shire or another party would assume responsibility for the Battery site, conserve the significant heritage fabric, address contamination and safety issues and investigate adaptive reuse of the site for heritage, tourism or community purposes.

Benefits

- Retains the Battery in its original location and historical context.
- Provides the greatest level of control over the long-term conservation and presentation of the site.
- Protects the principal heritage values and significant fabric of the Battery.

- Provides potential opportunities for heritage interpretation, tourism and limited public access.

Drawbacks

- Would expose the Shire to significant environmental, financial, operational and asset-management responsibilities.
- Responsibility would extend beyond the heritage machinery and structures to the broader landholding transferred to the Shire.
- Contamination, hazardous materials and structural risks would need to be appropriately investigated and managed.
- Significant capital expenditure would likely be required before meaningful public access could be considered.
- The site would create an ongoing maintenance and asset-management obligation for the Shire.
- The nature and extent of contamination may substantially limit viable adaptive reuse opportunities.

Officer Comment

Although this option would provide the strongest opportunity to retain the Battery in its original setting, it would also expose the Shire to the greatest level of financial, environmental and operational risk.

The heritage assessment concludes that the extent of contamination is likely to make conservation and adaptive reuse of the existing site financially unviable, notwithstanding the positive heritage outcomes it could achieve.

Officers also understand from discussions with the Perth Mint that transfer of the existing site to the Shire is unlikely to be supported. Even if a transfer were achievable, contamination and safety issues could require the site to remain secured with restricted public access, significantly reducing the community and tourism benefit that would otherwise justify the Shire assuming responsibility for the asset.

STAKEHOLDER ENGAGEMENT

The Shire has had ongoing phone, in-person meetings and email correspondence with the Perth Mint regarding the site.

A local community group has met and provided input into the Shire's processes and intended outcomes. They have provided reference information and contributed to the identification of the portion of the site they are most interested in seeing retained.

STATUTORY ENVIRONMENT

The Leonora State Battery site is subject to the *Contaminated Sites Act 2003* (WA), administered by the Department of Water and Environmental Regulation (DWER), which regulates the identification, classification, and management of potentially contaminated cadastral lot (site/land)

In addition, the site may fall under the *Environmental Protection Act 1986* (WA) in relation to potential pollution risk and environmental harm.

The Shire's statutory role is established under the *Planning & Development (Local Planning Schemes) Regulations 2015* and provide both recognition and protection for heritage places. Inclusion on a

Heritage List ensures that the heritage value of a place is considered in development applications and that specific approvals are required for alterations, demolition and other changes. It does not however require for the site to be preserved, only for its value to be considered in decision making.

POLICY IMPLICATIONS

There are no direct Council Policies that have a bearing on this matter.

FINANCIAL IMPLICATIONS

The options have not been costed. It is however clear that costs could range from no costs for option 1 through to potentially hundreds of thousands for decontamination of the site. It should also be noted that should Council choose to request the battery be relocated, costs associated with reconstruction would be the responsibility of the Shire. This is also likely to be expensive; however Council will be able to time the works according to its spending priorities.

STRATEGIC IMPLICATIONS

The classification and management of the Leonora State Battery site have strategic implications for:

- Public health and safety, particularly if contaminants are present in soil or tailings
- Future land use planning and development potential, as contamination status may restrict residential or recreational use
- Tourism and heritage interpretation opportunities, given the significance of historic gold mining infrastructure in Leonora
- Environmental rehabilitation and land restoration priorities within the Shire and broader Goldfield's region
- Alignment with State Government objectives for rehabilitation of legacy mine sites and reduction of environmental risk from abandoned mining infrastructure

RISK MANAGEMENT

Public Health and Safety Risk: Contaminated soils, tailings or residual processing materials, including heavy metals, may pose a risk to public health and safety. The level of risk depends on site accessibility, the extent of any contamination, current land use and informal public access. Liability for this risk does not rest with the Shire.

Environmental Risk: Historical processing residues may continue to affect surrounding soils and groundwater if they remain mobile or unmanaged. Without appropriate assessment or remediation, contamination may persist or migrate through the local environment. Liability for this risk does not rest with the Shire.

Legal and Regulatory Risk: Primary regulatory responsibility rests with State agencies, and the Shire is not generally responsible for remediation under the *Contaminated Sites Act 2003* (WA). However, the Shire must consider known contamination when making planning and development decisions.

Failure to do so may result in increased regulatory scrutiny or reputational consequences in relation to its planning and land management functions.

Financial Risk: The Shire may incur costs in liaising with the Perth Mint and managing expectations concerning the storage, preservation and interpretation of the Battery's heritage assets. Further financial exposure may arise from any option involving future Shire ownership.

Reputational Risk: The Shire may face reputational harm if it does not effectively manage community expectations regarding site safety, transparency and redevelopment opportunities, particularly given the Battery's historic significance and prominent presence within the community.

RECOMMENDATIONS

1. That Council:

   (a) Request that the Perth Mint fund and manage the safe relocation of all heritage structures identified in the report to a site nominated by the Shire of Leonora Chief Executive Officer, including any required decontamination works.

   (b) Instruct the Chief Executive Officer to investigate the cost of reconstructing the relocated structures and adapting the site for tourism purposes.

   (c) Require a further report to Council outlining the proposed relocation site, reconstruction scope, capital and recurrent cost estimates, funding options, asset-management obligations and required statutory approvals before any reconstruction, tourism adaptation or significant expenditure proceeds.

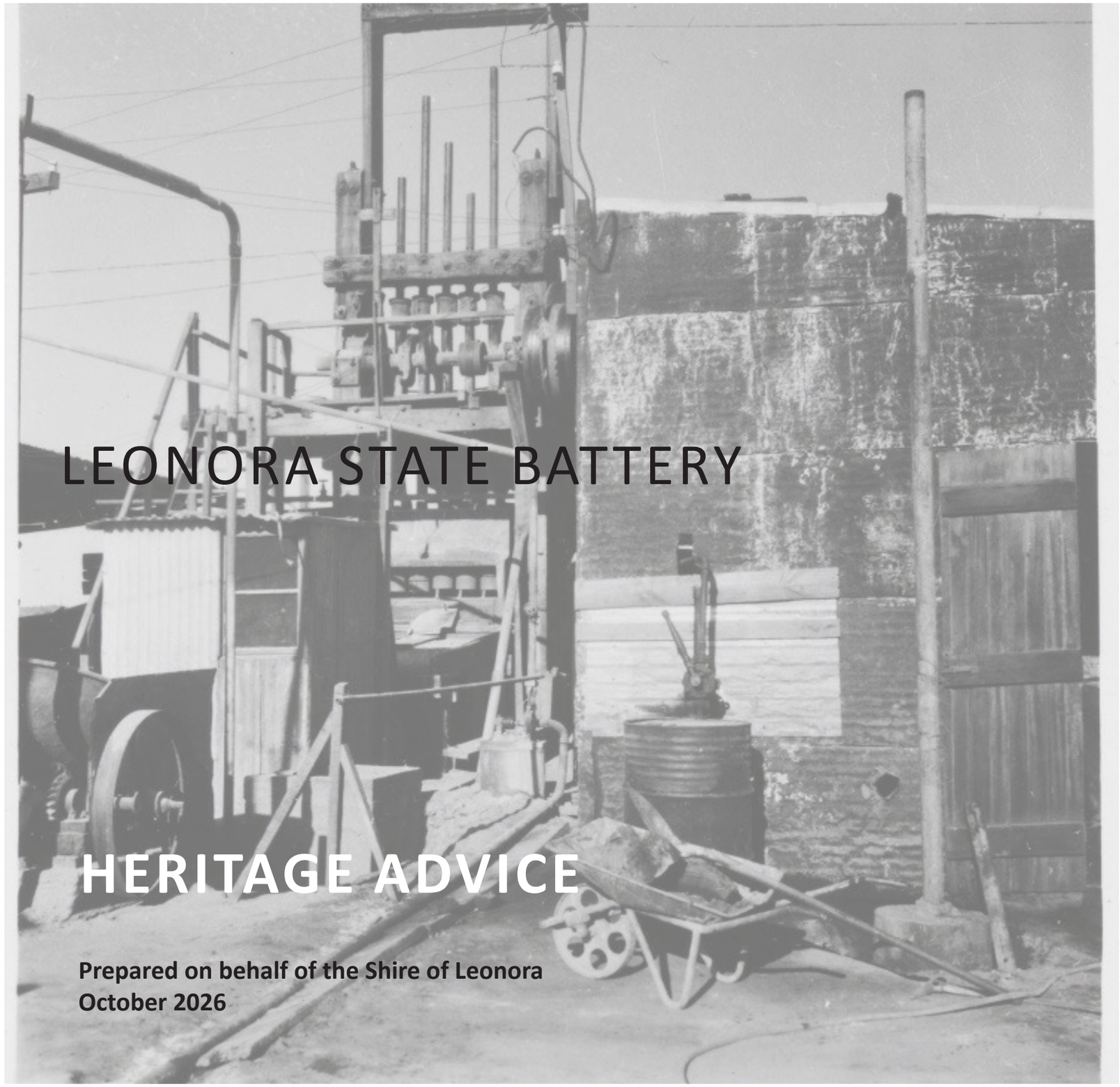
VOTING REQUIREMENT

Simple Majority

SIGNATURE

_____

Chief Executive Officer



LEONORA STATE BATTERY

HERITAGE ADVICE

Prepared on behalf of the Shire of Leonora
October 2026

H+H architects
ALBANY | ESPERANCE | BUNBURY
Designing + Reporting + Communicating

Leonora State Battery
Heritage Advice

ACKNOWLEDGEMENT OF COUNTRY

H+H Architects acknowledge the Traditional Owners of the Country on which we live, work and create. We recognise their enduring connection to land, waters, sky and community and pay our respect to Elders past, present and emerging. We celebrate and embrace Aboriginal and Torres Strait Islander cultures and their ongoing contribution to our shared history, heritage and the built environment.

We acknowledge the Tjalkdjara people of the country on which this project is located.

PREPARED BY

H+H Architects on behalf of Shire of Leonora.

DOCUMENT CONTROL

PROJECT NAME	LEONORA STATE BATTERY
DOCUMENT SIZE	A4 Two-sided prints
PROJECT NUMBER	260476
PROJECT TEAM	JdJ

REVISION	DATE ISSUED	DISTRIBUTION
A - Draft	Setember 2026	Shire of Leonora
B- Final	October 2026	Shire of Leonora



EXECUTIVE SUMMARY

The current Leonora State Battery, established in 1936 following advocacy from local prospectors during the post-Depression gold boom, operated until the late 1980s. The site holds significant historical, social, and scientific value for its role in supporting small-scale prospectors, illustrating early 20th-century ore processing technologies, and providing diverse employment opportunities, including for Aboriginal and migrant workers. The site is currently assigned a Management Category 2 (Considerable Significance) on the Shire of Leonora Local Heritage Survey, though it currently lacks statutory protection under the Local Planning Scheme.

Current Condition and Key Challenges

The site retains a highly authentic assembly of processing infrastructure, including vehicle ramps, primary crushers, a conveyor system, and two 5-head stamp batteries (one with a unique steel-framed box and another salvaged from Wiluna). However, after more than 35 years of vacancy, the precinct is severely compromised by several factors:

- **Structural Deterioration:** Prolonged neglect, weather exposure, termite attack, and vandalism have left many structures—particularly the timber-framed retaining walls and secondary outbuildings—in a fragile or failing state.
- **Contamination:** Former industrial processes and original building materials present severe environmental hazards, including friable and non-friable asbestos, mercury residues from amalgam processing, and approximately 4.75 hectares of cyanidation tailings.
- **Public Safety Risks:** The absence of secure fencing exposes the public to severe latent hazards, including uncovered wells, open tailings dams, and unstable overhead structures.

Evaluation of Future Options

The report evaluates four distinct management strategies based on Burra Charter conservation principles to address the site's deteriorating condition and complex environmental risks:

Option	Proposed Action	Heritage and Practical Implications
1. Do Nothing	Allow the current landowner to proceed with disposal without any required conservation actions.	Results in the complete loss of significant heritage fabric and presents a reputational risk to the Shire for failing to protect a locally valued asset.
2. Partial Retention	Stabilize and retain the most significant core structures in-situ while demolishing deteriorated secondary buildings.	Arrests the ongoing degradation of key infrastructure and secures the site, though severe contamination likely prevents future public access.
3. Relocation & Reconstruction	Deconstruct key machinery (stamp batteries, crushers, conveyor) by hazardous materials experts and reconstruct them in a new, uncontaminated location.	Results in a loss of original site context but preserves the most significant industrial artifacts, permanently mitigating contamination risks and enabling safe public access for cultural tourism.
4. Conservation & Adaptive Re-use	Acquire the site, perform full decontamination, conserve all structures, and adapt the precinct for tourism.	Delivers the optimal heritage outcome by retaining the site's full context, but is considered financially unviable due to the extreme costs associated with environmental remediation

Recommended Next Steps

- **Leverage the Government Heritage Property Disposal Process (GHPDP):** The Shire should negotiate immediately with the current state-owned entity (Perth Mint/Gold Corporation) to secure a state-funded heritage outcome before the property is disposed of to a private owner.
- **Prioritize Flexible and Funded Solutions:** Option 1 should be avoided to prevent total heritage loss. While retaining fabric in-situ (Options 2 and 4) preserves context, it leaves the Shire with contamination and safety liabilities. Option 3 (salvage and relocation) is highly viable, as Perth Mint could de-construct, decontaminate, and temporarily or permanently relocate the fabric at their expense, allowing site disposal while fulfilling community heritage expectations. Any relocated elements must be housed under a protective structure.
- **Enhance Community and Tourism Value:** To counteract perceptions of low value due to the site's poor industrial condition, the Shire should utilize storytelling and historical narratives to connect the public with the Battery's history. This approach will strengthen local identity and bolster the region's mining heritage tourism brand.

PART 1 - INTRODUCTION

PURPOSE OF THIS DOCUMENT

STUDY AREA

Description

The Leonora State Battery is located to the western side of the railway line and to the main centre of Leonora townsite on Lot 977, Reserve 37087.

Location Plan

Refer to Location Plan below.



Figure 1 : Location Plan showing Leonora State Battery. *H+H Architects using aerial photo sourced from Aboriginal Heritage Inquiry System (AHIS) mapping, 2026.*

Leonora State Battery
Heritage Advice

METHODOLOGY

Outline of Methodology

H+H Architects have reviewed background documents shared by the Shire of Leonora, which includes documentary evidence (mostly secondary sources such as archival newspaper articles, but also including 2 (two) oral histories narrated by former workers at the site), LIDAR surveys and photographs. Julie de Jong from H+H Architects attended site on 16 September 2026 and conducted a non-invasive site assessment which included all the structures and areas surrounding the main Battery building, with the exception of the tailings and dam.

Acknowledgements

Assistance was provided by Kate Mills and Tim Bell from the Shire of Leonora, as well as Alona Mattvey and Grant Coopes from Perth Mint.



Photo 1 : Drone view of the existing Leonora State Battery
Still shot extracted from drone footage kindly supplied by Perth Mint.

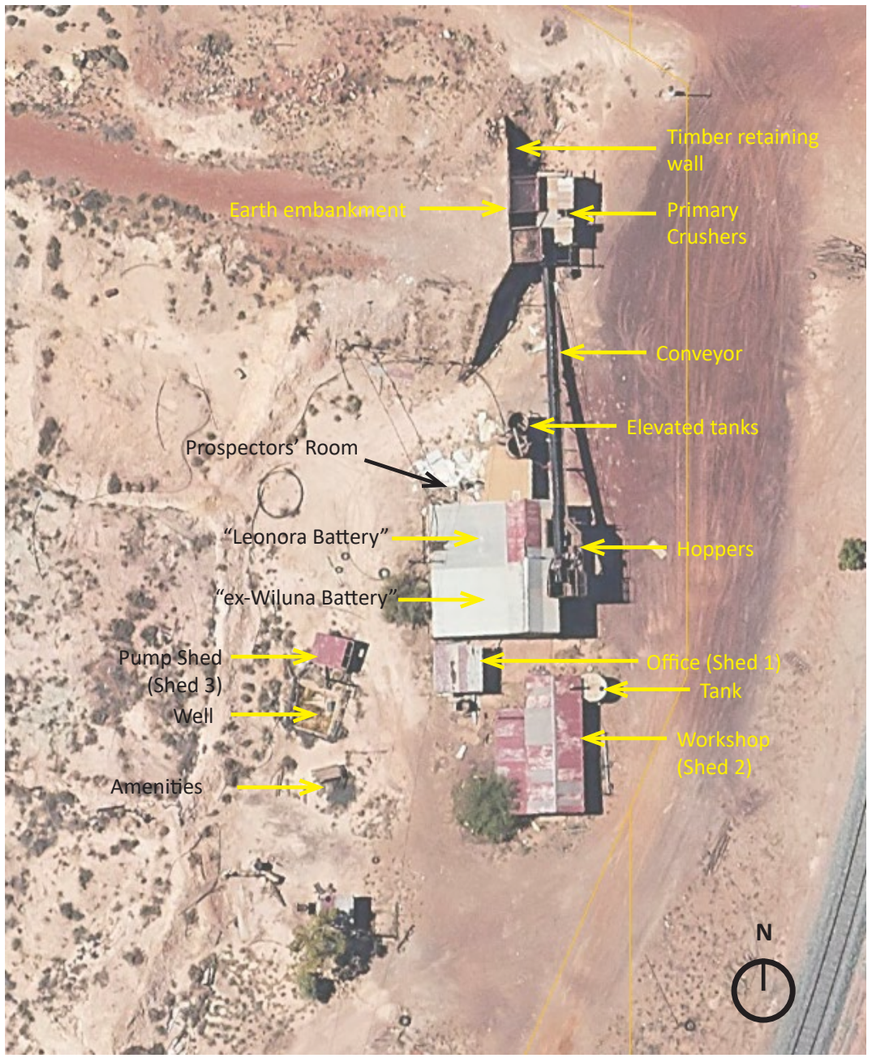


Figure 2 : Existing Leonora State Battery - detailed aerial view.
H+H Architects using aerial photo sourced from Aboriginal Heritage Inquiry System (AHIS) mapping, 2026.

PART 2 - REPORT

HERITAGE ASSESSMENT

Establish the cultural heritage significance of the site

Brief History of Leonora State Battery

The First Leonora State Battery (1899-1925)

With mining as the prominent industry of the town, the first State battery in Leonora was established shortly after establishment of the town in 1899 and located north of the townsite (Reserve 7121).

The first Leonora State Battery was opened in January 1899 and was amongst the first to be erected in the State, along with Norseman, Lennonville, Tuckanarra, Mulline, Mount Ida, Yerilla, Yalgoo and Bulong. The building was constructed by Mr J. Whitelaw and the machinery was supplied by Messrs Forward, Down & Co. of Adelaide.[1]

The opening of the Battery was a major event in Leonora, with a public holiday granted and the Minister for Mines, Mr Lefroy opening the Battery, attended by local MLA Mr Gregory. Although the opening of the battery was much anticipated, doubts had been expressed even before completion of the battery about the ability of the well to provide enough water for a successful operation and within weeks of opening, the battery had to close for want of water. Fortunately a new well was constructed on the site which enabled the battery to re-start.

Resident managers were stationed at the batteries for many years, and since the plants had been coupled up into managerial circuits, they were consistently available for crushing prospectors' ore. At Leonora 36,535 tons of ore had been crushed and the tailings therefrom purchased and treated. A Cassel Plant was installed at Leonora to treat the accumulated slime.[2]

In December 1920 it was decided to close the Leonora State battery and a few weeks later a fire occurred at the Sons of Gwalia mine and many men were thrown out of work. The Government immediately subsidised a prospecting scheme and put the battery into order at a cost of £430. Unemployed men from the Sons of Gwalia mine were put to work breaking ore at the Leonora State Battery at a base salary of £3 per week (deemed to be the necessary wage for a married man to live in Leonora)[3]. The tonnage at these batteries had fallen away to one small round of crushings yearly, the boilers were worn out, and the plants could no longer be kept open.[4]

In 1925, the 'Leonora Miner' and *The West Australian* reported that the State batteries at both Leonora and Laverton would be closed down and prospectors would in future have to send their ore to the Coolgardie State mill for treatment, the Mines Department paying the cost of cartage and railage. The Minister for Mines (Mr Troy) said that the lack of patronage extended to the State batteries at Laverton and Leonora for many years past was the cause. He noted that "the plants had been silent year in and year out with the exception of a few weeks on rare occasions"[5]. The 1925 Annual Report prepared by the Department of Mines confirms closure of both the Leonora and Laverton Batteries following final small rounds of crushing and states:

> "The accumulated tailing at Laverton has been treated and a clean-up of the battery site effected, and a similar procedure will be carried out at Leonora at the first opportunity."[6]

It is not currently known whether any of the material or machinery from the first Battery was salvaged for re-use elsewhere, but it is interesting to note that at its closure in 1925 the first Leonora Battery was noted as being a 10-Head Battery with 5 Leaching Vats in the cyaniding treatment plant.[7]

The Second Leonora State Battery (1936-current)

In 1933 over 100 members of the Prospectors & Leaseholders Association assembled at the Federal Theatre in Leonora to present a request to the Minister for Mines (Mr S.W. Munsie) for a new State Battery in Leonora:

> "Many speakers claimed to be working on large low-grade propositions from 5dwt upwards, which barely enabled them to pay their way when they had to cart and rail their ore to the Coolgardie or Laverton State Battery. A big, profitable tonnage would be produced with crushing facilities nearer at hand, they said.
>
> The prospecting scheme evolved by the Minister was warmly applauded, but it was stated that it would be marred if treatment plants were not made available. The old sliding scale of grade-ore charges should be revived, and the cost reduced to the prospector of cyanidation of sands. The lack of a State Battery had forced men from low-grade propositions, and they had taken instead the 15/ sustenance to prospect for better holdings, which was a direct loss to the State. Further, there was difficulty in getting parcels crushed at Coolgardie and Laverton, delays rendering impossible the position of the small holders."[8]

A revival of prospecting eventually resulted in a battery being erected a second time in Leonora in 1936, although it would appear that this was not a State battery at inception, but a privately built battery constructed with Government assistance, as the Annual Report from the Department of Mines in 1936 notes:

> "The rebuilding of our Coolgardie plant, the erection of the new 10-head at Laverton, and the addition of an extra 5-head of stamps and power plant at Ora Banda occasioned stops at each, which are more or less responsible for the decrease in the tonnage of some eight thousand tons for the year, though at time of writing there is a slackening off of supplies at several of our batteries, which can be mainly attributed to the number of mines now having their own plants. A contributing cause is also the erection of a 5-head battery at Leonora by private enterprise with assistance from the Government. A good deal of ore from Kookynie and other centres originally going to Kalgoorlie or Laverton now goes to the Leonora battery."[9]

At its grand opening, Mr Roy Millar, Chairman of the Leonora Road Board addressed the public, noting that the opening was 'possible only by the attitude of the people of the district, who considered, rightly, they were entitled to a battery.'[10] Nonetheless, establishment of the Leonora battery in 1936 was just in time for the peak year of production for the State Batteries in 1938 when 108,996 tons of ore was treated.[11] Gold prices increased in response to the Depression, increasing 131% through the decade. Gold was the only major industry to profit in this period, pulling Western Australia out of the Depression earlier than eastern states. The gold resurgence also led to the establishment of Western Mining Corporation (WMC) in 1933, which later became one of the State's largest mining companies. By the end of the 1930s, gold provided 46% of the State's exports and 75% of Australia's gold production.[12]

The Battery was originally constructed as a 5-Head Battery but was later increased to 10-Head when the stamp from Wiluna was brought to Leonora in the late 1950s after the Wiluna Battery was demolished.[13] The Battery was originally run on diesel power but was later converted to electricity when it was connected to the Leonora Power Supply.

The Leonora Battery was closed in 1944 during WWII due to labour shortages and war conditions. It was stripped of all movable parts, which were stored away, and a caretaker resided on the site.[14]

Leonora battery was re-opened for the milling of public ore in 1947. Then known as the 'Reefer Battery', the battery was re-commissioned by the Wright Brothers with the support of government subsidies initiated in the post-war period. After reassembling the battery parts of the mill and undertaking an overhaul of the facility, the Wright Bros took over operation of the Battery to mill their own ore (they had an adjacent property, the Little Gwalia) and crush for the public in the hope that this would encourage local prospecting.[15] In relation to the costs for milling and treatment supplied by private batteries, observations by the Superintendent of State Batteries (D.F. Browne) notes that "…I have been influenced by the willingness of the Leonora people to accept the local private battery's charges which are considerably higher than the Departments."[16]

By 1953, the Prospectors' Association was requesting that the Government buy the 'Reefers battery' back from the Wright Brothers and convert it back to a State Battery to give impetus to prospecting in the district. The Minister (Sir Harold Seddon MLC) later told a gathering at the Leonora Road Board that "he believed there were inestimable quantities of auriferous ore on the goldfields untouched, and he would do his utmost to have a mobile drilling plant made available to locate it".[17] Post-war government assistance attempted to boost the struggling mining sector, but it was decades before it boomed again.[18]

In 1958, the State government purchased the Leonora Battery and undertook improvements, which is likely when the additional stamp head from Wiluna was installed.[19] During this year, Leonora made the news because of the quantity of gold being lodged at the Leonora branch of the National Bank, which prompted visits by the Senior Inspector of Mines, representatives of the Native Welfare Department and also law enforcement from Kalgoorlie to investigate the discovery of "Goanna Patch" because the first nugget was said to have been found by a native when engaged in digging out a goanna hole.[20]

Bill Leaver, who worked at the Leonora State Battery in the 1960s/70s explains the process of how ore was transformed into gold bars:

> "They used to bring it in trucks and then whatever tonnage it was weighed and then it was put through into bins and then through a primary crusher and then into the secondary crusher which was the stamp mill and it used to run down through a fine screen, about a 1,200, or 900 holes per inch mesh and then it ran over a mercury coated copper table…"[21]

1 Shire of Leonora Local Heritage Survey – Place Record Form, Leonora State Battery, p166
2 Mining Northern - "Blow to Prospectors", *The West Australian*, Friday 16 October 1925, p13
3 "Unemployment problem at Gwalia", *Western Mail*, Thursday 17 February 1921
4 Mining Northern - "Blow to Prospectors", *The West Australian*, Friday 16 October 1925, p13
5 Mining Northern - "Blow to Prospectors", *The West Australian*, Friday 16 October 1925, p13
6 Annual Report for the Department of Mines, Western Australia, for the Year 1925, presented to both Houses of Parliament 1926, p95
7 Annual Report for the Department of Mines, Western Australia, for the Year 1925, presented to both Houses of Parliament 1926, Appendix III, p81
8 "Minister's Tour – Mr Munsie at Gwalia", *The West Australian*, Tuesday 13 June 1933, p8
9 Annual Report for the Department of Mines, Western Australia, for the Year 1936, presented to both Houses of Parliament 1937, p43
10 "Opening of Leonora Battery Augurs well for District's Future', *The Northern Grazier & Miner*, 30 May 1936, p2
11 "Vital Role filled by West Australian Batteries", *The Kalgoorlie Miner*, Wednesday 28 January 1976, p133
12 Menck, Clare, "A Thematic History of Western Australia", prepared for the Heritage Council of WA, published 2022, p26
13 "Mining the Past – Uncovering Gwalia and Leonora" Oral History Project – interview with William Leaver, 2004, p48
14 "Reefer Mill to Reopen next month", *The Kalgoorlie Miner*, Monday 14 July 1947, p1
15 "Leonora Reefer Battery to be re-opened for Prospectors – Government Grants Assistance for Mill to be taken over", *The Kalgoorlie Miner*, Monday 16 June 1947, p1
16 Annual Report for the Department of Mines, Western Australia, for the Year 1948 presented to both Houses of Parliament 1950, p41
17 "Prospectors ask Ministers help", *The West Australian*, Saturday 18 April 1953, p6
18 Menck, Clare, "A Thematic History of Western Australia", prepared for the Heritage Council of WA, published 2022, p27
19 Annual Report for the Department of Mines, Western Australia, for the Year 1958 presented to both Houses of Parliament 1960, p44. Capital expenditure listed as Purchase and Improvements of Leonora Battery.
20 Annual Report for the Department of Mines, Western Australia, for the Year 1958 presented to both Houses of Parliament 1960, p57.
21 "Mining the Past – Uncovering Gwalia and Leonora" Oral History Project – interview with William Leaver, 2004, p48

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Fred Turner (worked at Darlot and Leonora State batteries in the late 1950s and 1960s) also noted the process from ore to gold bar:

> "when it all went through the battery the prospector was given his bar of gold when it went across the plates and was scraped up in the mercury, quicksilver, and then it was smelted and he was handed his bar of gold. Then he'd take it to the bank who would send it direct to the Mint or whatever and paid his $32 an ounce or 12/6 an ounce what it was.
>
> And he was also given an assay sample which we took from his tailings. And the State Government would pay 75 percent, I think just from memory, of the tailings that was in the sand. So he'd get a pre-payment of 75 percent of the tailings that was there and then the tailings were stockpiled and then when they re-treated all those tailings of all those various different prospector's dirt if there was a return on overall once they had treated all of those tailings then the prospector would get some more money out of that - if they could find him probably. So he would get a fair bit of payment out of the tailings later on if the value proved to be… he was basically paid 75 percent. The government actually bought the tailings in other words."[22]

William Leaver explained that the Leonora State Battery crushed ore for approximately 12-15 local prospectors and employed 12 staff full-time, split over three shifts. He noted that there were additional men working at the cyanide treatment plant (the tailings) which employed two men per shift, plus the office workers and the assayer:

> "…we were employed by the government and they used to charge the prospectors $1 a ton to crush their ore. 10 shillings a ton or $1 later and there was also a means to get a cartage subsidy…because if they lived or the mine was far away or wasn't that good a grade they could get a subsidy for the cartage."[23]

Fred Turner, who also worked at the Leonora State Battery, noted key aspects of how the small prospector would bring his ore to the battery for processing, and was able to observe the whole milling process, with a purpose-built 'Prospectors' Room' built adjacent to the stamp for round the clock observations:

> "…the prospector was entitled to be there all the time his crushing was going through so that he could oversee that nobody was pinching his gold and so on and so on.."[24]

The Prospectors' Room is still extant at the Leonora State Battery, located immediately adjacent to the stamp machinery. Fred Turner also described the design of the battery stamp in Leonora:

> "…Now some of the early batteries had cast-iron legs which were cast in England and shipped out here and carted all the way up there on camel teams. And they were fairly big and bulky but they did break with the vibration. They were cast-iron legs and they were always mounted on a timber… they had a concrete foundation and then they had timber cushion underneath them to take some of the shock out of them. The same as the big battery box that the stamps went in, that was mounted on a big pillar of timber like a butcher's block all made up of blocks stood up in the ground. And the blocks were sat on top of them as a big cushion. Then some of them were made out of Oregon, American Oregon, which was very successful and they'd be just built on a big timber platform and they were timber all the way up. Massive big pieces of timber. They were, oh 12 by 18 inch logs of timber, they were big massive big…But then the one we built in Leonora that was a one only, they never did another one like that. They fabricated it out of steel and it was all welded together and it was hollow inside, just like a big hollow box made out of one inch steel plate and solid inside. And it just looked like one of the cast-iron ones which were hollow inside too, however the big steel, the noise and the vibration in there was something else. And it only ran for a few weeks and it started to crack and so we welded it back up with various different things. And then one of the things that I did with that was stress relieve it was with big oxy torches it takes the tension out of it so with the battery running we heated it all up and stress relieved it so that the tension all went out of the steel, and that worked reasonably well. Then the other thing that we did was put some polystyrene bubbles inside the big hollow tubes so that the noise stopped vibrating up and down inside it, and that made a big difference to it."[25]

The Leonora State Battery still retains its unique full-steel battery box, which contrasts against the more traditional timber-framed box (the stamp salvaged from Wiluna) located in the second processing bay of the battery building. Both batteries have significance in demonstrating the traditional activities of the State Battery.

Fred Turner returned to Leonora in 1967 to work at the cyanide treatment plant adjacent to the Battery, which was used to extract gold from the tailings. Fred notes working with a diverse range of casual employees at the time (many small-time prospectors) including Aboriginal workers and Italian migrants, who were often employed to break up ore into smaller rocks before it was fed into the primary crusher, or to feeding crushed ore into the stamp. This labour history demonstrates the diversity of employment typical of the Goldfields region, and the personal industry, work ethic and grit of people who lived in the region.

22 "Mining the Past – Uncovering Gwalia and Leonora" Oral History Project – interview with Fred Turner, 2004, p21
23 "Mining the Past – Uncovering Gwalia and Leonora" Oral History Project – interview with William Leaver, 2004, p49
24 "Mining the Past – Uncovering Gwalia and Leonora" Oral History Project – interview with Fred Turner, 2004, p35
25 "Mining the Past – Uncovering Gwalia and Leonora" Oral History Project – interview with Fred Turner, 2004, p39-40

He also notes his role in salvaging ore and gold dust from the Sons of Gwalia Mine once it was closed, with this material processed through the Leonora State Battery. This material included building fabric (ie. concrete floors of the Gold Room), tailings and general scraps, all of which was crushed to extract gold in work tendered by the Mines Department to salvage any value they could from the closed mine.

Gold regained ground from the mid-1970s, as global recession raised international prices. New technologies maintained production through the 1980s.[26] In 1976, the future of the State Batteries was considered in relation to the ongoing development of gold mining within the State, particularly the role they played in advancing gold prospecting for smaller players:

> "As an adjunct to prospecting side of gold mining within the State for a matter of 75 years, the State Batteries have been of incalculable benefit and value, very often providing employment for a hard pressed prospector awaiting his turn to have a parcel of ore treated.
>
> Mining companies holding an option of purchase on a find readily made use of the widely sited State Batteries to treat a trial parcel, often with the resultant opening up of a sizeable mine."[27]

Fred Turner also noted the changing fortunes of the State batteries in the 1970s:

> "…I think it became too uneconomical to run them. And it was easier for any prospectors that did have crushings, they used to just sell their order[?] to the mining companies on assay so I think that's what happened. And anybody that did go prospecting in later years they'd take their ore into Western Mining or whoever happened to be the closest plant and they would assay it. And they would pay them on assay. I think they probably assayed it as it was being treated so you know as it was getting fed in they were probably doing assays, samples of it the whole time. And then they'd come to an agreement to how much gold was in it and they'd pay them…"[28]

The 1970s marked a major turning point for gold mining leases and land tenure in Western Australia, culminating in the passing of the landmark 'Western Australian Mining Act 1978' which represented changes in how small prospectors worked claims. Whereas with the 1904 Act a prospector was required to keep a lease in 'good standing order' via strict labour conditions (ie. you had to physically work the ground for a set number of days per week) the 1978 Act replaced physical presence with compulsory minimum expenditure conditions. This formal bureaucracy was considered a disincentive for many small prospectors, and the Special Prospecting Licence (SPL) was the only method by which small prospectors could access land for prospecting. Overall, the 1978 Act transformed small-scale prospecting in Western Australia from an informal grit-based trade into a formalized, small-business enterprise. This particularly impacted Leonora, which had a long history of small-scale prospectors working low-grade ore in small 'shows', and ultimately the fortunes of the State battery, which serviced these prospectors.

Leonora was one of the few remaining batteries that came under the control of the Perth Mint in 1984 and all were eventually closed in 1989.

Both the first and second Leonora State Batteries have had a significant impact on the development of Leonora as well as the prosperity of the State more broadly. The 1899 battery was one of the very first State Batteries to be developed in the WA goldfields and had links with multiple Government-led initiatives to address unemployment and to encourage gold prospecting in the region. The second (current) Leonora State Battery was one of only two batteries to be revived (the other being in Menzies) in response to the gold boom of the Depression era and was directly linked with multiple post-war economic/mining stimulus initiatives that provided employment opportunities and contributed to support for small-scale gold prospectors. The Battery was also linked to the general changes in gold mining leases and land tenure in Western Australia in the late 1970s, which directly impacted on the activities of small-scale prospectors and miners in the Leonora district.

26 Menck, Clare, "A Thematic History of Western Australia", prepared for the Heritage Council of WA, published 2022, p28
27 "Vital Role filled by West Australian Batteries", *The Kalgoorlie Miner*, Wednesday 28 January 1976, p133
28 "Mining the Past – Uncovering Gwalia and Leonora" Oral History Project – interview with Fred Turner, 2004, p54

Significant fabric and structures

The Leonora State Battery currently comprises a full suite of structures and elements that demonstrate the workings of the battery, dating from its establishment in 1936 to its closure in the 1980s. Whilst the fabric is of variable age and condition, overall it presents as a full assembly of infrastructure required to process ore, including: the vehicle ramp for delivery of small loads of rough ore via truck or rail; unloading area for ore to be fed into the primary crushers (x2 bins); timber-lined wall retaining earth bank (also known as ROM); inclined conveyor belt and drive engine for transfer via conveyor of the crushed ore to elevated hoppers (x2) that feed into the secondary crusher and then milling by the stamp battery including copper-lined plates for mercury washing and the extraction of amalgam. The two 5 head battery stamps are installed beneath a partly enclosed steel-framed building that is clad externally with corrugated galvanised iron and characterised by its asymmetrical gable roof structure. One battery stamp comprises a fully-steel framed box structure with connected fly wheel, whereas the second battery stamp (understood to have been salvaged and relocated from the Wiluna State Battery) comprises a timber-framed battery box with older style battery and fly wheel. The site also includes: the well, pump and storage tanks used to circulate water through the system; the drainage channels used as part of the recycling of the mercury run-off from the copper-lined plates; and the tailings piles and dams that were part of the cyanidation treatment of tailings from the Battery. There are also a number of other outbuildings including workshops and the sites of former residential buildings, all of which are associated with the former operation of the site. No new buildings have been introduced to the site since its decommissioning in the 1980s, but some structures have been removed or destroyed through damage and/or neglect.

Condition, Integrity & Authenticity

Condition, Integrity & Authenticity are considered in relation to the heritage values.

The individual elements are listed below and their condition, integrity and authenticity is discussed:

Battery Building, inclusive of main battery plant (Leonora steel-box battery and ex-Wiluna timber-box battery); elevated platforms with ladders (one to each battery); ground floor work area including concrete floor with integrated drainage channels and sumps. The building contains an array of loose furniture and elements which may relate to the original function of the space (ie. steel-framed tables for ore sampling)

Building structure is generally in fair to good condition, with evidence of some corrosion of steel column posts (localised damage only). Steel roof beams appear intact, although timber roof framing (ie. rafters and purlins) are likely inadequate to meet modern standards for fixings and tie-downs as well as spans. Timber structural members are generally in good condition with little evidence of cracking or failure and no obvious evidence of termite damage or rot. Some sheets of corrugated iron are strewn about the site, apparently lost off the walls of the building where holes in the cladding are evident. It is likely that the building was constructed in phases, and adapted to provide better protection and amenity for industrial processes at the site.

The concrete floor is in fair to good condition, with some deterioration to bunded edges of floor drains and sumps, but generally consistent with the condition of floors in industrial buildings. The concrete bases to each battery stamp are in good condition and all fixings appear intact. The concrete floor is generally littered with loose material, dust, debris etc. consistent with a long period of vacancy and some vandalism.

The elevated platforms that provide access to the upper cam-shafts of the battery stamps are both steel-framed structures with timber deck boards. The open edge of each platform has a simple steel-framed balustrade which is fixed back to the main platform structure. Recycled steel mesh and chain mesh has been used as an infill to the handrail as an obvious later adaption. The stairs up to the platform vary, with the stair up to the Leonora battery comprising a steep timber stringer with timber treads whereas the stair to the ex-Wiluna battery has a stair with a steel-framed stringer and timber treads. Both stairs have simple steel handrails that are face-fixed to the stringer.

The Battery building generally has a high degree of integrity and authenticity and is highly intact.

Conveyor & Hopper Bins – the hopper bins are elevated on independent steel-framed support structures constructed on the east side of the Battery building, accessed via the conveyor belt with personnel catwalk. There is an elevated work platform at the top of the conveyor belt, providing access to the top of the hopper bins. The conveyor structure is steel-framed mounted on raised concrete footings spaced regularly along the length. Aside from minor surface corrosion, the steel-framed conveyor structure is in good condition, although some of the timber deck planks have failed to the personnel catwalk. The rubberised conveyor belt is still intact for the full length of the conveyor and is mounted on a series of rollers that assisted in transporting crushed ore from the base of the two primary crushers up to the stamp mill. A personnel catwalk runs the full length of the conveyor belt, with a simple narrow timber plank surface that expands to form a larger personnel deck at the top of the hopper bins. There is a simple steel-framed balustrade along the easternmost edge of the catwalk and elevated deck. The engine that operated the conveyor is still intact in a recessed concrete pit at the ground level of the machine and there is a makeshift roof cover installed overhead that appears to be a later addition. The conveyor structure has a high degree of integrity and authenticity and is highly intact.

The Hopper bins comprise steel-framed tapered bins that are clad with sheet steel. Thorough inspection of the hopper bins was not possible, but from the ground level and from the interior they appear sound and intact. The hoppers still contain unprocessed ore. The hopper bins have a high degree of integrity and authenticity and are highly intact.



Photo 2 : East elevation of the main Battery building showing hoppers. *H+H Architects, Sept 2026*



Photo 3 : View looking south towards main Battery building from ROM ramp showing tanks and conveyor. *H+H Architects, Sept 2026*



Photo 3 : West elevation of the main Battery building. *H+H Architects, Sept 2026*



Photo 4 : Looking north towards the main battery building, pump shed and workshops. *H+H Architects, Sept 2026*

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Photo 5 : Interior view of “Leonora Battery Stamp” showing copper-lined bed and elevated access platform. *H+H Architects, Sept 2026*



Photo 6 : Interior view of upper portion of battery stamp showing upper cam shafts and the hoppers where ore is delivered. *H+H Architects, Sept 2026*



Photo 7 : Detail view Battery stamp mechanism. Note the steel-framed support structure to the Battery head which was unique to Leonora. *H+H Architects, Sept 2026*



Photo 8 : Detail view of interior of hoppers. *H+H Architects, Sept 2026*



Photo 9 : View from upper platform showing ex-Wiluna stamp Battery. Note the traditional timber-framed structure that supports the stamp. *H+H Architects, Sept 2026*



Photo 10 : Interior view of main Battery building, note the steeply pitched roof built to protect the vertical stamps. *H+H Architects, Sept 2026*



Photo 11 : Detail view of ex-Wiluna Battery showing the copper-lined bed. *H+H Architects, Sept 2026*



Photo 12 : Insitu concrete-lined drainage channels. *H+H Architects, Sept 2026*

Workshop (also known as Shed 2) and **Water tank** (mounted on low concrete base) – located on the south side of the Battery Building. Comprises a single-storey timber-framed building clad with corrugated galvanised iron, with a low-pitched gable roof with simple steel-framed truss structure (roof clad with corrugated galvanised iron that has been painted red oxide). The building contains a long workshop space which previously housed a furnace (hood and chimney still intact, but furnace removed) and was likely used in the preparation of the gold bars, with a number of workbenches and tools still intact. The building also incorporates a skillion addition on its west side that accommodates two smaller storage/work spaces. The building has concrete floors and unlined walls, with one of the work spaces retaining some more modern ceiling lining sheets. The building is generally in good to fair condition and has a moderate degree of integrity and authenticity with obvious evidence of change and loss of some fabric.





Photos 15 & 16 : View of water tank and Workshop (Shed 2) as well as interior of workshop. *H+H Architects, Sept 2026*

Prospectors' Room – located on the north side of the Battery building, immediately adjacent to the Leonora Battery stamp. This room comprises a single-storey timber-framed structure with a skillion roof and is partly demolished. It was originally used as a short-term dwelling for prospectors to observe the processing of their ore and appears to have incorporated an assay room or similar workshop immediately attached to the sleeping area. The sleeping area can be identified as the part of the structure that incorporated thermal insulation and domestic fittings like doors and carpet floor coverings, now only partly intact and in very poor condition.

The Prospectors' Room has a low degree of integrity (its original use can no longer be clearly seen as the structure is only partly intact) and a low degree of authenticity, but was once an important part of the building itself and how it was designed to suit the needs of small prospectors.



Photo 13 : Partly-demolished 'Prospector's Room' located on the north side of the main Battery building. *H+H Architects, Sept 2026*



Photo 14 : Example of remaining artefacts still extant in vacant building. *H+H Architects, Sept 2026*

Office (also known as Shed 1) – located on the south side of the Battery building. This building comprises a single storey timber-framed structure clad externally with corrugated galvanised iron and featuring a low-pitch skillion roof clad with corrugated galvanised iron. The building has a single aluminium-framed window (glazing no longer extant) and is partly damaged by vandalism and shows evidence of termite damage. The interior of the space shows a concrete slab floor and insulation to interior walls, which have lost all interior wall linings. Some ceiling linings are still intact. The building is generally in poor condition and is likely a later addition constructed to support administrative operations at the Battery. The Office has moderate/low integrity and authenticity.





Photos 17 & 18 : View of Shed 1 (former office), exterior and interior. *H+H Architects, Sept 2026*

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Pump Shed & Well (also known as Shed 3) – is situated to the southwest of the main battery building and comprises a small single-storey timber-framed structure that was constructed adjacent to the well and appears to have housed the pump. The building is jerry-built and clad with corrugated galvanised iron and has a concrete floor. Some areas of wall cladding are missing and the structure is generally of sub-standard construction. There are some remaining elements of the pump machinery still in place, but the array is incomplete. The well comprises a square concrete-lined water source that has been fenced with makeshift panels of weld-mesh and currently holds water. A simple gantry crane with manual winder is installed to the edge of the well, which was possibly used for lowering equipment into/out of the well. The well structure and gantry appear to be in fair/good condition (water quality not tested). The Pump Shed has a moderate degree of integrity and low authenticity. The well has a high degree of integrity and authenticity and was likely critical to the operations of the Battery itself as a ready water supply.



Photo 19 : View of Pump Shed and Well. *H+H Architects, Sept 2026*

Amenities building – there is a small single-storey structure located to the south of the pump shed which appears to have been a bathroom. The structure is timber-framed with a low-pitched skillion roof and is clad internally and externally with mini-orb galvanised iron with a corrugated galvanised iron roof. The structure is generally in poor condition, but retains its timber-framed lined & ledged door, a bath-tub and broken toilet pedestal. The building is in poor condition and has moderate/low integrity and authenticity.



Photo 20 : View of old bathroom structure. *H+H Architects, Sept 2026*

Earth bank with primary crushers (also known as ROM) – a raised earth bank is located immediately north of the conveyor and battery building and comprises a ramped access road and embankment to the west, with its east faced shored by a steel and timber-framed retaining wall structure which also wraps around its south side. The retaining wall is mostly intact but in poor condition as there appears to be inadequate separation between the timber and the natural ground material, creating opportunities for rot and termite activity. Steel struts have been installed to prop the wall. A simple steel balustrade is attached along the easternmost face of the retaining wall to prevent falls from the uppermost level, which is where ore was delivered to the site and loaded into the primary crushers. There are two separate crushers supported on independent steel-framed structures. The top of each bin is protected by equally-spaced steel rollers that helped prevent larger rocks (or people) falling into the bin. Steel-framed ladders provide access to the upper bank level on both the south and east sides of the retaining wall. The earth ramp and embankment are generally in good condition and have a high degree of integrity and authenticity, likewise for the primary crushers. The retaining wall itself is in poor condition but has a high degree of integrity and authenticity and is a core part of the expression of the built form and the ore processing.



Photo 21 : Timber retaining wall supporting earthen ramp (ROM) showing primary crushers. *H+H Architects, Sept 2026*



Photo 22 : Steel rollers to filter ore at the top of the primary crushers. *H+H Architects, Sept 2026*



Photo 23 : Upper area at landing of the earthen ramp (ROM) where ore was tipped into primary crushers. *H+H Architects, Sept 2026*



Elevated water tanks – two elevated tanks are located on the north side of the battery building, adjacent to the lean-to that housed the Prospectors' Room. The tanks were likely filled by the pump and then provide gravity-fed water to the battery building to support the milling process. There is still considerable infrastructure relating to the water supply throughout the building, including an array of pipes and collection pits that help demonstrate the wet processes. The water tanks are generally in fair/good condition , with evidence of surface corrosion to the exterior (the interior of the tanks was not able to be assessed but they are known to be empty). The steel-framed structure with timber platform that supports the tanks appear to be in fair condition, with the four supporting posts mounted on raised concrete footings with bolted connections. The water tanks have a high degree of integrity and authenticity.

Photo 24 : View of steel tanks on elevated tank stand. *H+H Architects, Sept 2026*

Other former structures – there are the remains of a number of former structures including outbuildings and dwellings that were likely associated with the later phases of operations on the site, when site managers resided at the place (but before environmental considerations would discourage such arrangements). Other features associated with these dwellings include garden elements, fences and other simple signs of former habitation. The elements are generally in poor condition, and their integrity and authenticity is not yet established but it is believed that they are of lower heritage significance than other features on the site.



Photo 25 : Site showing remains of former structure. *H+H Architects, Sept 2026*

Exterior site – general – there is an array of loose artefacts and material (not all of which appears to originate from the site) spread around the vicinity of the battery buildings. The individual provenance and significance of loose items has not been assessed, however some elements, such as the old used battery shoes, have obvious connections with the site and its operations, and may have interpretative value.

Tailings pits and dam – there is approximately 4.75ha of tailings pits and treatment areas associated with the battery operations and cyanidation treatment conducted at the site. These are contaminated areas and were not assessed for heritage significance, although they obviously have a direct relationship with the place and are a modified landform created as part of the historic operations.



Photo 26 :View of tailings pits and dam. *H+H Architects, Sept 2026*

Leonora State Battery
Heritage Advice

Identified Heritage Values

Each heritage place is unique and has its own combination of heritage values, which together show its cultural heritage significance. The values are assessed by considering the place against various criteria.

The Leonora State Battery already has identified heritage values and a Statement of Significance included on its Place Record Form (Shire of Leonora Local Heritage Survey) and this primarily refers to its **aesthetic**, **historic** and **social** values. To assist in a more thorough understanding of the heritage values of the place, Leonora State Battery has been assessed against the relevant Heritage Council of WA's (HERCON) criteria (as required for consideration under State Heritage listing), with additional heritage values identified as follows:

11(a) Importance in demonstrating the evolution or pattern of Western Australia's history

Leonora State Battery is an example of one of the 73 State Battery sites that the government of Western Australia established from 1899 to 1957, with the first Leonora State Battery being established in 1899 and closed in 1925, and its successor, opened on a new site only 8 years later in direct response to the advocacy of small-scale prospectors and miners wishing to capitalise on local prospects and rising gold prices in the post-Depression era.

Leonora State Battery illustrates the various schemes initiated by the State Government to incentivise and provide financial support for the development of the mining industry in Western Australia.

Leonora State Battery provided employment and entrepreneurial opportunities to a diverse workforce of small-scale prospectors and miners, including Aboriginal and migrant workers and is highly valued by the local community as a longstanding place of employment for both professionals and working class labourers.

Leonora State Battery has scientific value for its ability to illustrate the changing ore processing technologies over its +50 years of operation including all aspects of crushing, milling, amalgam and treatment of tailings on a scale designed to respond to the needs of small-scale prospectors. The two 5 head batteries are themselves representative of different innovations around milling ore and the adaptations developed to suit local conditions.

Leonora State Battery is associated with the development of gold mining industries and the changing fortunes of prospectors and miners in the region during the early 20th century.

11(d) Its importance in demonstrating the characteristics of a broader class of places

Leonora State Battery is a representative example of a series of purpose-built structures constructed using available materials in a simple vernacular style to specifically suit industrial processes that are no longer practised. The buildings are simple but practical, and themselves demonstrate changes in technology and operations particularly in response to improvements in automation.

11(e) Any strong or special meaning it may have for any group or community because of social, cultural or spiritual associations

Leonora State Battery is highly valued by the community as a long-standing public facility built to service small-scale prospectors, whose efforts, industry and grit helped to develop the mining industry in Leonora and to define the character of the local community.

Leonora State Battery is valued by the community as demonstrated by their efforts to save the place from demolition.

11(f) Its importance in exhibiting particular aesthetic characteristics valued by any group or community:

With its distinct architectural form and industrial character, Leonora State Battery is a well-known and recognisable landmark in the town of Leonora.

CURRENT STATUTORY STATUS

Heritage

Leonora State Battery has been afforded heritage recognition by the Shire of Leonora since the 1990s by virtue of its inclusion in the original Municipal Heritage Inventory (adopted by Shire of Leonora in 1998) and its ongoing inclusion in the Local Heritage Survey (LHS updated, 2023). In both cases, Leonora State Battery was assigned a *Management Category 2 – Considerable Significance*, acknowledging its importance to the locality. Management Recommendations for any Category 2 place state: *Conservation of the place is highly desirable*.

Inclusion on the Local Heritage Survey alone does not provide statutory protection, as it is simple a record of places of heritage significance. It does not trigger a requirement for development approval, and its management categories are recommendations only. Where development approval is required for other reasons, the LHS listing is relevant to the Shire's consideration of heritage conservation under clause 67(2) of the deemed provisions (ie. matters requiring due regard when assessing a development application). Inclusion on the LHS cannot on its own prevent demolition.

All places that are either Category 1 or Category 2 on the LHS are recommended for inclusion on the Heritage List. Typically, Heritage List's are established under the *Planning & Development (Local Planning Schemes) Regulations 2015* and provide both recognition and protection for heritage places. Inclusion on a Heritage List ensures that the heritage value of a place is considered in development applications and that specific approvals are required for alterations, demolition and other changes. To date, the Shire of Leonora has not adopted a Heritage List, however the Shire's Local Planning Strategy (2019) clearly lists the establishment of a Heritage List as an action. This means that there is no current statutory protection for Leonora State Battery as a heritage place under the Local Planning Scheme, but clearly an intent for this process to occur.

Aboriginal Heritage

Leonora State Battery is located in proximity to two Aboriginal heritage-listed sites, namely 24133 (Women's Place) and 24134 (Leonora Aboriginal Reserve) as well as being within the broader place listing for 20014 (Creek). Advice received from DPLH (2 October 2026) concludes that the Leonora State Battery does not intersect directly with any reported or Registered Aboriginal sites and therefore any works on the site do not require approval under the *Aboriginal Heritage Act 1972*.

Native Title

The site is also included within the Native Title Determination area (WCD2022/002-Darlot) and *Reserve 7121- Public Battery* is specifically listed in Schedule 6 "Other Interests" which acknowledges the current activity but confirms that this recognition does not extinguish Native Title to this area. Therefore, any proposed works will require adherence to the statutory procedural rights as outlined by the *Native Title Act 1993* including notification & comment and negotiation rights. A search of the current NNTT Register of ILUA's suggests that there are no current Land Use Agreements in place specific to the subject site.

Government Heritage Property Disposal Process (GHPDP)

Whenever a heritage place owned by the State Government is considered for disposal ('disposal' includes sale, transfer or lease of place outside the State Govt sector), the GHPDP applies. As part of this process, the Agency responsible for disposal (in this case, Perth Mint/Gold Corporation) sent the details of the property being considered for disposal to DPLH, which occurred in 2024. DPLH undertook their own preliminary review to determine if a heritage assessment was warranted.

POTENTIAL FUTURE OPTIONS

Key Issues affecting future use

As a former industrial site used to undertake mining processing activities from the 1930s onwards until its closure in the 1980s, the site of the Leonora State Battery is affected by a number of key issues which will directly affect future use options. These are summarised as follows:

- **Contamination**, in and around the site, as well as the potential for hazardous materials on/within the machinery and structures themselves. Summary Hazmat reports shared by Perth Mint/Gold Corporation indicate asbestos (friable and non-friable) but do not specifically list other contaminants. Asbestos was typically introduced through building materials including cladding as well as insulation lagging to pipes. All other contaminants are likely a result of former industrial processes on the site including use of mercury in the amalgam process and cyanidation of tailings.
- **Unstable building structures** – the site has been vacant for +35 years since its closure and during this time the building structures have not been maintained or protected and have been subject to exposure to weather and vandalism, as well as general deterioration caused by corrosion, rot and termite attack. Some structures on the site appear to have been 'jerry-built' and are of sub-standard construction, consistent with the practice of salvaging and re-purposing materials for new uses typical in remote areas. Some structures have been partly or opportunistically demolished by parties taking material from the site, or from fire.
- **Latent hazards** – there are uncovered voids and open water sources including the well and multiple tailing dams. Elevated structures such as the retaining wall supporting the 'ROM'/primary crushers, the conveyor belt and the hoppers present as overhead hazards.

All of these risks can be expected for industrial heritage sites, particularly those that have been vacant for extended periods and not adequately protected against damage and deterioration. The lack of intervention on the site over the last +35 years has meant that the site is still highly intact and there has been comparatively little loss of heritage fabric from the site, as would usually be expected once a site is decommissioned and plant and equipment is relocated/sold off. Nonetheless, the ongoing lack of site management is a major contributing factor to the poor physical condition of the place and has resulted in the deterioration of heritage fabric through neglect.

Lacking any site fencing or barriers and minimal warning signage the site continues to present as a significant public safety risk. The risk of collapse or structural failure of the existing structures is directly linked to lack of ongoing preventative maintenance or stabilisation when disturbance events have occurred.

Any future use option needs to consider these issues and manage risks appropriately to ensure that community values and expectations around protection of heritage places are met, balanced against public safety.

Guiding Heritage Principles

The Burra Charter (1999) is the primary guiding document for conservation and management of heritage places and acknowledges that *places of cultural significance enrich people's lives, often providing a deep and inspirational sense of connection to community and landscape, to the past and to lived experiences*. *Conservation* means all the ways of looking after a place to retain its cultural significance. The Burra Charter includes a range of conservation practices that allows us to consider the multiple ways in which heritage values can be retained. These practices can be summarised as follows:

Preservation – means maintaining the place in its existing state and retarding further deterioration.

Restoration – means returning the existing fabric to a known earlier state by removing accretions or reassembling existing components without introducing new material.

Reconstruction – means returning a place to a known earlier state by introducing new material (including recycled material from other places)

Interpretation – means a combination of maintenance, restoration, reconstruction and the use of introduced explanatory material to represent the cultural significance of a place.

These different practices will inform the consideration of options for the future of Leonora State Battery, alongside the other key issues that have been identified.

Option 1 – Do Nothing

Undertake no conservation actions

The Shire of Leonora could allow the current landowner (Perth Mint/Gold Corporation) to proceed with disposal of the land with no expectations that any heritage values will be retained. There would be no change to the current management of the site other than what the landowner determines is appropriate to address environmental contamination and public safety, and any future owners would be able to demolish the Leonora State Battery with no expectation to retain any portion or undertake *interpretation*.

The heritage consequences of this option are summarised as follows:

- Complete loss of heritage fabric which has cultural heritage significance to the local community and connects people to their history and lived experiences of life on the goldfields.
- Loss of interpretation potential through loss of material which could be otherwise salvaged from the Leonora State Battery and placed on display elsewhere
- Potential reputational risk to Shire of Leonora for failing to protect a heritage place that the community values as demonstrated by its inclusion on the Municipal Heritage Inventory since 1998

This option has considerable negative heritage impacts as no *conservation* actions are being taken and therefore there will be no retention of the cultural heritage significance of the place.



Photo 27 :Excerpt of drone footage showing Leonora State Battery and associated structures and tailings. *Still shot extracted from drone footage kindly supplied by Perth Mint.*

Leonora State Battery
Heritage Advice

Option 2 – Partial Retention

Retain a portion of the fabric in-situ

The Shire of Leonora could request the current owner to retain a meaningful portion of the Leonora State Battery on its current site, so that the fabric of the place retains some of its original context and continues to express its landmark value and retain some of its other heritage values through partial retention. The likely works involved in this option would include demolition of some structures (those in very poor condition and with less significance), and stabilisation/repair of other structures (those that are of higher significance and most viable to retain insitu).

There is no presumption that this option would include full de-contamination of the battery site, nor would it provide public access to the site, but would allow for the retention of cultural heritage values through the actions of *preservation* and potentially *interpretation.* With this option it is assumed that any remaining elements would be safely fenced-off from public access (also protecting the place from vandalism) and that any building structures retained would be protected and stabilised so that deterioration is arrested.

The latent site contamination issues will present challenges for any contractor attempting to disturb or demolish structures on the site and undertaking repairs on existing structures to be retained. Any demolition or repair/stabilisation works will likely involve occupational hygiene procedures as well as Safe Work Methods developed in response to the specific hazards and risks present. Experienced demolition contractors with the highest classification (Class 1) will be required to undertake this work, potentially with expert input from Hazardous Materials specialists. Typically these work methodologies can be developed with heritage input, so that the contractor understands the heritage priorities such as which specific elements need to be retained and protected and which elements are suitable for removal. Work methods can also consider how to prevent or mitigate accidental damage caused to heritage fabric, and potential methods of dis-assembly and or deconstruction.

It would be expected that the key elements that would be highly desirable to be *retained and conserved* in this Option are:

- Main Battery building – localised repairs to existing steel-framed structure to allow retention of main building form as required to protect battery stamps; roof and wall sheeting re-attached or replaced where missing/damaged; addition of structural elements where inadequate bracing, tie-downs and support structure needs to be rectified on existing structure; retention of existing concrete slab floor including drainage channels; retention of two battery stamps including copper-lined tables; raised platforms to top of each battery stamp where hopper chutes discharge (stairs and deck platform not required to be accessible)
- Conveyor structure (walkway and upper platform not required to be accessible)
- Primary crushers (and ROM ramp if possible)
- Hoppers

Elements that are of secondary importance but which could be *interpreted* are:

- Secondary building structures including Prospectors' Room (generally in poor condition, but traditionally important part of the operations of the place)
- Well and pump – water was a critical resource in the selection of Battery sites and Leonora was fortunate to have a reliable supply at this site
- ROM Ramp – this helps illustrate how ore was delivered to site by small-scale prospectors and is linked to the primary crushers, the first and important part of the battery processing

Elements that could be demolished are:

- Workshops & sheds & outbuildings
- Water tanks
- Former dwellings

The heritage consequences of this option are summarised as follows:

- In the short term, the Leonora State Battery retains its significant setting, and visitors will be able to understand its cultural context, particularly if onsite *interpretation* is undertaken which explains how the place once operated and structures that previously existed. Nonetheless, it is anticipated that the setting of the State Battery would eventually change over time, as the land surrounding the structure would be incorporated into new mining operations or other industrial uses, and so this cultural context may become less apparent.
- Prioritised works to stabilise and preserve significant elements would allow urgent *conservation* actions to address the risk of complete collapse or wholescale loss of heritage fabric caused by ongoing neglect
- Elements of secondary significance could be the subject of *interpretation*, so that information about the ore processing that is no longer expressed by the fabric itself can still be understood, even if these elements are no longer extant
- Elements of least significance and in poor condition are demolished, reducing the maintenance burden longer term and allowing the site to be consolidated and fenced
- The Shire of Leonora would enact controls consistent with the Management Category applied to the place and ensure retention of its heritage values
- There is no change to public access to the site (currently no public access, but only enforced with signage) but the site would be made safer through fencing and consolidation of elements

This option achieves some positive heritage outcomes in terms of arresting ongoing deterioration of the fabric, and focused *conservation* actions for the most significant elements. The community get to keep the most important parts of the Battery in its original location, and their understanding of its cultural values are supported by *interpretation*.

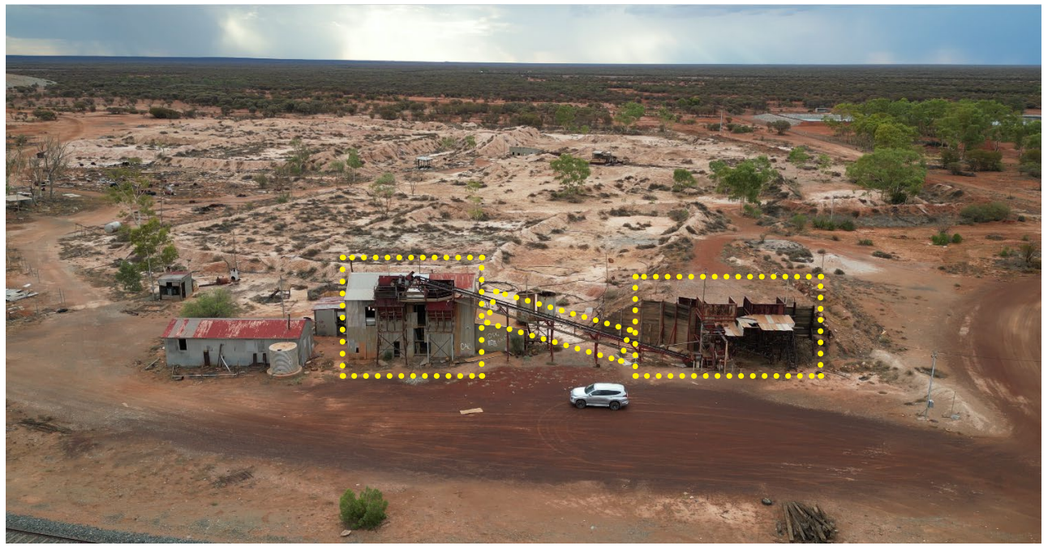


Figure 3 : Showing highest priority elements to be retained/salvaged. *H+H Architects, Sept 2026*

Priority Elements to be retained

Option 3 – Relocation & Reconstruction

De-construct and relocate the State Battery to a new location

The Shire of Leonora could request the current landowner de-construct the significant elements of the Leonora State Battery and relocate them for display in another location along with meaningful *interpretation* that helps retain cultural heritage values. Whether the reconstructed Battery would be available for public access under this option would depend on the de-contamination outcomes and other safety considerations.

The nature of the construction typology of the Leonora State Battery supports the processes of deconstruction because all building elements were originally brought to the site in smaller pieces and assembled to their current configuration, typically with bolted connections. History demonstrates that even the heavy battery stamps were frequently relocated from site to site without the benefits of modern lifting or transport technology. The engineering advice shared by the Perth Mint confirms that the Battery Stamps are not able to be lifted as a single element but could be disassembled. As with Option 2, this process would again likely require the input of specialist hazardous materials and occupational hygiene consultants as well as demolition experts who have experience dismantling industrial elements.

It would be expected that the key elements that would be highly desirable to be *de-constructed and relocated* in this Option are:

- The Stamp Batteries (x2) including copper-lined beds
- Conveyor structure
- Primary crushers
- Hoppers

Relocating the Stamp Batteries will likely require some decontamination of the equipment itself, as well as repairs to its structure (particularly the ex-Wiluna battery, which has a timber subframe) to make it safe for moving and relocation. Once relocated, public access to the Stamp Batteries should be visual access only - no touching or direct contact.

Rather than attempting to relocate the existing building, which appears somewhat jerry-built, it would be appropriate to construct a new Battery building designed to generally match the size, proportions and unique form of the original in a new location, to house and protect the stamp batteries and reinstate them in their original arrangement. It may be possible to salvage the existing steel frames from the site to assist in the reconstruction of the building (provided the steel can be adequately decontaminated) as this material is generally in good condition and although localised repairs are required at ground fixing points, this could feasibly be done as part of the removal and reinstatement process. Alternatively, the building could be constructed with new materials that generally match the original (steel and timber).

It would also be desirable to reconstruct the upper work platforms and ladders inside the battery building using either new or salvaged materials. The new building could be clad in salvaged sheet metal or new sheet metal, depending on what is considered appropriate for its new location and purpose. Any proposed reconstruction of the Battery building should consider incorporating an interpretation of the Prospector's Room, which could perhaps be a publicly accessible space and controlled viewing location for the battery stamps.

The heritage consequences of this option are summarised as follows:

- The State Battery is disconnected from its original setting and cultural context, resulting in a permanent loss of its landmark value and reduction in its authenticity and integrity as a heritage place
- Significant loss of heritage fabric through demolition and complete decommissioning of the Battery site, with targeted salvage of key elements only
- Elements of secondary significance could be the subject of *interpretation*, so that information about the ore processing that is no longer expressed by the fabric itself can still be understood, even if these elements are no longer extant
- Hazardous materials and contamination issues will affect the demolition/deconstruction phase only and the salvaged elements can be made safe and moved to a non-contaminated site that is more suitable for public access
- Significant and unique elements from the Leonora State Battery can be salvaged, conserved and re-constructed at a new location, providing new opportunities for public access and *interpretation* and creation of a new safekeeping place to ensure ongoing protection of the heritage values
- The Shire of Leonora would enact controls consistent with the Management Category applied to the place and ensure retention of its heritage values
- The Leonora State Battery could be relocated to another site that is more accessible to visitors and could offer new opportunities to increase the value of cultural heritage tourism in Leonora

This option achieves some positive heritage outcomes in terms of salvaging key elements of heritage significance, relocating them to a new safekeeping place and improving public access opportunities. The community get to keep some of the most important parts of the Battery within Leonora, and their understanding of its cultural values are supported by *interpretation*. This option obviously needs to consider the feasibility of relocating key elements, particularly because the battery stamps have not been properly maintained or protected from deterioration. Reconstruction options can consider the introduction of new material to replace or reinforce the deteriorated timber. These interventions will become an important part of the story of the Battery itself, as evidenced locally by the similar efforts to save the Gwalia Headframe – this has allowed a new generation of visitors the opportunity to appreciate this unique structure.

Option 4 – Conservation & Adaptive Re-use

Retain & Conserve the State Battery, adapt the site for a new use

The Shire of Leonora (or another vested party) could acquire the existing Leonora State Battery through the GHPDP and take responsibility for making the site safe and conserving the heritage fabric on behalf of the community. This option could include adapting the current building site (excluding tailings) for new uses that support cultural heritage tourism activities and some public access. It is anticipated that only a portion of the current site would be acquired (ie. the 'community polygon') for the purposes of heritage *conservation*.

This Option would include all conservation actions to *preserve* the significant heritage fabric (structures and plant), aspects of *reconstruction* using new and salvaged materials, and interpretation, to enhance understanding of the cultural heritage values of the place and its important role in the history of Leonora. It would be expected that this option also includes addressing latent site contamination and environmental risks by undertaking decontamination and/or containment of hazardous materials and controlling. The landowner would take responsibility for resolving all other land tenure issues associated with its

The heritage consequences of this option are summarised as follows:

- The Leonora State Battery retains its significant setting, and visitors will be able to understand its cultural context, particularly if onsite *interpretation* is undertaken which explains how the place once operated and structures that previously existed.
- Prioritised works to stabilise and preserve significant elements would allow urgent *conservation* actions to address the risk of complete collapse or wholescale loss of heritage fabric caused by ongoing neglect
- Elements of secondary significance could be the subject of *interpretation*, so that information about the ore processing that is no longer expressed by the fabric itself can still be understood, even if these elements are no longer extant
- Elements of least significance and in poor condition are demolished, reducing the maintenance burden longer term and allowing the site to be consolidated and fenced
- The Shire of Leonora would enact controls consistent with the Management Category applied to the place and ensure retention of its heritage values
- There is an opportunity to permit some public access to the site and to explore adaptive re-use options for the precinct which contribute further to the cultural heritage offerings available in Leonora.

This option achieves many positive heritage outcomes in terms of retaining and conserving the Leonora State Battery on its original site, with its original values intact, and the added potential for introducing new uses at the site. Compatible and feasible new uses may be difficult to find considering the nature and extent of environmental contamination affecting the site and some of the structures. Taking on this responsibility would likely involve considerable cost, and it is unlikely that the site would deliver enough in financial returns (through paid visitation for example) to offset the investment. It is anticipated that the site contamination makes this an unviable option, even though it may be the best heritage outcome for the place.

Leonora State Battery
Heritage Advice

NEXT STEPS

Considerations for the Shire of Leonora

Optimise the Government Heritage Property Disposal Process (GHPDP)

The Shire of Leonora should leverage off the fact that the State Government currently own the site and appear willing to participate in a solution that allows for retention of some heritage values, at their cost. Once the property is disposed of, there will be no further mechanism by which the Shire can be assured of some kind of heritage outcome other than the goodwill of any future owner. It is recommended that the Shire negotiate with the Perth Mint/Gold Corporation now, rather than delaying decisions to some future time.

Keep options open

Even if the final solution is not yet determined, the Shire should ideally optimise the flexibility of future options available for retention and interpretation of heritage values. This would suggest that *Option 1 - Do nothing*, is not a good option as it would result in complete loss of heritage fabric and removes all options for future heritage interpretation. *Options 2 and 4*, which involve keeping some of the heritage fabric insitu are good options, but only if land tenure permits and the landowner is prepared to excise a portion of the land to allow retention of the building as it is. Doing this will offer more time for decision-making, but will not optimise the potential financial contribution from the Perth Mint that is available now, and will likely mean that the Shire inherit's the asset including all its public safety liabilities and contamination issues. *Option 3* will require judicious salvage and relocation of heritage fabric to another site for future heritage interpretation and display. This option will require the Shire of Leonora to consider the feasibility of other sites for the relocation, but if a permanent location is not able to be determined in the short term, the material could still be safely de-constructed, decontaminated and relocated to a temporary location by the Perth Mint. This would allow them to proceed with disposal of the site and address community expectations about the protection of heritage fabric. In any case, relocation of heritage fabric should include the construction of either a temporary or permanent structure to protect the Battery Stamps and other artefacts for the duration.

Look at the opportunities for increasing the value of the Leonora State Battery to the community

Caring for a place and expressing its values is usually the surest way of ensuring that current and future generations value places that have contributed to the current local identity and sense of place. There is a risk that the industrial nature of the Battery and its poor condition means that people think it has low value. People tend to connect with heritage places best through stories and narratives that help place the buildings and elements within a context that they can understand. Finding these stories and connections is an important way that the Shire of Leonora can bring the community together over shared histories and experiences, and can build on the local tourism brand of mining heritage.

10.0 REPORTS

10.3 MANAGER OF BUSINESS SERVICES

10.3.(A) MONTHLY FINANCIAL STATEMENTS - AUGUST, 2026

SUBMISSION TO:	Ordinary Council Meeting Meeting Date: 20th October 2026
AGENDA REFERENCE:	10.3.(A) OCT 26
SUBJECT:	Monthly Financial Statements - August, 2026
LOCATION/ADDRESS:	Nil
NAME OF APPLICANT:	Nil
FILE REFERENCE:	1.6 - Current Budget

AUTHOR, DISCLOSURE OF ANY INTEREST AND DATE OF REPORT

NAME:	Kiara Lord
OFFICER:	Manager Business Services
INTEREST DISCLOSURE:	Nil
DATE:	14th October 2026
SUPPORTING DOCUMENTS:	**1.** Monthly Financial Statements August 2026 ⇩

BACKGROUND

In complying with the Local Government *Financial Management Regulations 1996*, a monthly statement of financial activity must be submitted to an Ordinary Council meeting within 2 months after the end of the month to which the statement relates. The statement of financial activity is a complex document but gives a complete overview of the “cash” financial position as at the end of each month. The statement of financial activity for each month must be adopted by Council and form part of the minutes.

It is understood that parts of the statement of financial activity have been submitted to Ordinary Council meetings previously. In reviewing the Regulations, the complete statement of financial activity is to be submitted, along with the following reports that are not included in the statement.

Monthly Financial Statements for the month ended 31 August 2026 consisting of:

a) Compilation Report
b) Statement of Financial Activity – 31 August 2026
c) Material Variances – 31 August 2026

STAKEHOLDER ENGAGEMENT

Shire staff work collaboratively with external accountants and internal budget managers in the preparation of the Monthly Financial Statements. No external stakeholder engagement is undertaken in relation to this item, with the report provided to Council for oversight and compliance purposes.

STATUTORY ENVIRONMENT

Part 4 — Financial reports— s. 6.4

34. Financial activity statement report – s. 6.4

(1A) In this regulation —

***committed assets** means revenue unspent but set aside under the annual budget for a specific purpose.*

34. (1) A local government is to prepare each month a statement of financial activity reporting on the revenue and expenditure, as set out in the annual budget under regulation 22(1)(d), for that month in the following detail —

(a) annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1)(b) or (c);

(b) budget estimates to the end of the month to which the statement relates;

(c) actual amounts of expenditure, revenue and income to the end of the month to which the statement relates;

(d) material variances between the comparable amounts referred to in paragraphs (b) and (c); and

(e) the net current assets at the end of the month to which the statement relates.

34. (2) Each statement of financial activity is to be accompanied by documents containing —

(a) an explanation of the composition of the net current assets of the month to which the statement relates, less committed assets and restricted assets;

(b) an explanation of each of the material variances referred to in subregulation (1)(d); and

(c) such other supporting information as is considered relevant by the local government.

34. (3) The information in a statement of financial activity may be shown —

(a) according to nature and type classification; or

(b) by program; or

(c) by business unit.

34. (4) A statement of financial activity, and the accompanying documents referred to in subregulation (2), are to be —

(a) presented at an ordinary meeting of the council within 2 months after the end of the month to which the statement relates; and

(b) recorded in the minutes of the meeting at which it is presented.

34. (5) Each financial year, a local government is to adopt a percentage or value, calculated in accordance with the AAS, to be used in statements of financial activity for reporting material variances.

POLICY IMPLICATIONS

There are no policy implications resulting from the recommendation of this report.

FINANCIAL IMPLICATIONS

There are no financial implications resulting from the recommendation of this report.

STRATEGIC IMPLICATIONS

There are no strategic implications resulting from the recommendation of this report.

RISK MANAGEMENT

Non-compliance with the *Local Government (Financial Management) Regulations 1996* may result in governance and reputational risk to the Shire. Additionally, inadequate review of the Monthly Financial Statements may reduce Council's ability to effectively monitor the Shire's financial position and performance against the adopted budget.

The regular preparation and presentation of Monthly Financial Statements to Council supports informed decision-making and reduces financial, governance and compliance risks to an acceptable level.

RECOMMENDATIONS

That Council accept the Monthly Financial Statements for the month ended 31 August 2026 consisting of:

a) Compilation Report
b) Statement of Financial Activity – 31 August 2026
c) Material Variances – 31 August 2026

VOTING REQUIREMENT

Simple Majority

SIGNATURE

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6 October 2026

Mr Ty Matson
Chief Executive Officer
Shire of Leonora
PO Box 56
LEONORA WA 6438

Dear Ty

COMPILATION REPORT TO SHIRE OF LEONORA

We have compiled the accompanying special purpose financial report of Shire of Leonora which comprise the statement of financial position as at 31 August 2026, the statement of financial activity, notes providing statement of financial activity supporting information, explanation of material variances for the year then ended and a summary of material accounting policy information. These have been prepared in accordance with *Local Government Act 1995* and associated regulations as described in Note 1 to the financial report. The specific purpose for which the special purpose financial statements have been prepared is also set out in Note 1 of the financial report. We have provided the supplementary information of Shire of Leonora as at 31 August 2026 and for the period then ended based on the records of the Shire of Leonora.

THE RESPONSIBILITY OF SHIRE OF LEONORA

The CEO of Shire of Leonora is solely responsible for information contained in the special purpose financial report and supplementary information, the reliability, accuracy and completeness of the information and for the determination that the basis of accounting used is appropriate to meet their needs and for the purpose that the financial report was prepared.

OUR RESPONSIBILITY

On the basis of information provided by Shire of Leonora we have compiled the accompanying special purpose financial report in accordance with the requirements of *APES 315 Compilation of Financial Information* and the *Local Government Act 1995*, associated regulations and to the extent that they are not inconsistent with the *Local Government Act 1995*, the Australian Accounting Standards.

We have applied our expertise in accounting and financial reporting to compile these financial statements in accordance with the basis of accounting described in Note 1 to the financial report except for the matters of non-compliance with the basis of preparation identified with Note 1 of the financial report. We have complied with the relevant ethical requirements of *APES 110 Code of Ethics for Professional Accountants.*

Supplementary information attached to the financial report has been extracted from the records of Shire of Leonora and information presented in the special purpose financial report.

ASSURANCE DISCLAIMER

Since a compilation engagement is not an assurance engagement, we are not required to verify the reliability, accuracy or completeness of the information provided to us by management to compile these financial statements. Accordingly, we do not express an audit opinion or a review conclusion on these financial statements.

The special purpose financial report was compiled exclusively for the benefit of Shire of Leonora who are responsible for the reliability, accuracy and completeness of the information used to compile them. Accordingly, the special purpose financial report may not be suitable for other purposes. We do not accept responsibility for the contents of the special purpose financial report.

NOTE REGARDING BASIS OF PREPARATION

We draw attention to Note 1 to the financial report where matters of non-compliance with the basis of preparation have been detailed. Supplementary information is provided for management information purposes and does not comply with the disclosure requirements of the Australian Accounting Standards.

Russell Barnes
Director
Moore Australia (WA) Pty Ltd

Moore Australia (WA) Pty Ltd trading as agent – ABN 99 433 544 961.
An independent member of Moore Global Network Limited - members in principal cities throughout the world.
Liability limited by a scheme approved under Professional Standards Legislation.

SHIRE OF LEONORA

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 LEONORA
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 AUGUST 2026

	Note	Adopted Budget Estimates (a)	YTD Budget Estimates (b)	YTD Actual (c)	Variance* $ (c) - (b)	Variance* % ((c) - (b))/(b)	Var.
		$	$	$	$	%	
OPERATING ACTIVITIES							
Revenue from operating activities							
General rates		11,371,766	11,371,766	**11,378,778**	7,012	0.06%	
Rates excluding general rates		281,361	281,361	**211,236**	(70,125)	(24.92%)	▼
Grants, subsidies and contributions		2,714,889	456,890	**452,945**	(3,945)	(0.86%)	
Fees and charges		3,287,661	558,902	**1,117,638**	558,736	99.97%	▲
Interest revenue		180,800	30,736	**43,038**	12,302	40.02%	▲
Other revenue		120,600	20,502	**41,334**	20,832	101.61%	▲
Profit on asset disposals		20,000	0	**0**	0		
		17,977,077	**12,720,157**	**13,244,969**	**524,812**	4.13%	
Expenditure from operating activities							
Employee costs		(5,832,767)	(972,128)	**(733,441)**	238,687	24.55%	▲
Materials and contracts		(8,954,217)	(1,504,367)	**(1,070,503)**	433,864	28.84%	▲
Utility charges		(691,300)	(117,521)	**(45,141)**	72,380	61.59%	▲
Depreciation		(4,468,779)	(744,797)	**(396,231)**	348,566	46.80%	▲
Insurance		(303,158)	(303,158)	**(296,386)**	6,772	2.23%	
Other expenditure		(506,002)	(86,020)	**0**	86,020	100.00%	▲
Loss on asset disposals		(7,980)	0	**0**	0		
		(20,764,203)	**(3,727,991)**	**(2,541,702)**	**1,186,289**	31.82%	
Amounts excluded from operating activities	2(c)	4,456,759	744,797	**396,830**	(347,967)	(46.72%)	▼
Amount attributable to operating activities		**1,669,633**	**9,736,963**	**11,100,097**	**1,363,134**	14.00%	
INVESTING ACTIVITIES							
Inflows from investing activities							
Proceeds from capital grants, subsidies and contributions		3,441,821	750,000	**750,000**	0	0.00%	
Proceeds from disposal of property, plant and equipment		60,000	0	**0**	0		
		3,501,821	**750,000**	**750,000**	**0**	0.00%	
Outflows from investing activities							
Acquisition of property, plant and equipment		(3,290,000)	(1,570,000)	**(1,459,486)**	110,514	7.04%	▲
Acquisition of infrastructure		(6,091,402)	(175,833)	**(165,472)**	10,361	5.89%	
		(9,381,402)	**(1,745,833)**	**(1,624,958)**	**120,875**	6.92%	
Amount attributable to investing activities		**(5,879,581)**	**(995,833)**	**(874,958)**	**120,875**	12.14%	
FINANCING ACTIVITIES							
Inflows from financing activities							
Transfer from reserves		979,765	0	**0**	0		
		979,765	**0**	**0**	**0**		
Outflows from financing activities							
Transfer to reserves		(1,668,159)	(19,785)	**(19,785)**	0	0.00%	
		(1,668,159)	**(19,785)**	**(19,785)**	**0**	0.00%	
Amount attributable to financing activities		**(688,394)**	**(19,785)**	**(19,785)**	**0**	0.00%	
MOVEMENT IN SURPLUS OR DEFICIT							
Surplus or deficit at the start of the financial year	2(a)	4,898,342	4,898,342	**3,770,764**	(1,127,578)	(23.02%)	▼
Amount attributable to operating activities		1,669,633	9,736,963	**11,100,097**	1,363,134	14.00%	▲
Amount attributable to investing activities		(5,879,581)	(995,833)	**(874,958)**	120,875	12.14%	▲
Amount attributable to financing activities		(688,394)	(19,785)	**(19,785)**	0	0.00%	
Surplus or deficit after imposition of general rates		**0**	**13,619,687**	**13,976,118**	**356,431**	2.62%	▲

KEY INFORMATION

▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data outside the adopted materiality threshold.
▲ Indicates a variance with a positive impact on the financial position.
▼ Indicates a variance with a negative impact on the financial position.
Refer to Note 3 for an explanation of the reasons for the variance.

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

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

	Actual 30 June 2026	Actual as at 31 August 2026
	$	$
CURRENT ASSETS		
Cash and cash equivalents	14,132,368	12,274,277
Trade and other receivables	1,544,814	13,662,888
Inventories	36,236	39,643
TOTAL CURRENT ASSETS	15,713,418	25,976,808
NON-CURRENT ASSETS		
Other financial assets	116,383	116,383
Inventories	45,051	45,051
Property, plant and equipment	36,679,996	37,993,538
Infrastructure	101,261,723	101,176,908
TOTAL NON-CURRENT ASSETS	138,103,153	139,331,880
TOTAL ASSETS	153,816,571	165,308,688
CURRENT LIABILITIES		
Trade and other payables	1,060,035	760,199
Other liabilities	501,848	840,534
Employee related provisions	340,983	340,983
TOTAL CURRENT LIABILITIES	1,902,866	1,941,716
NON-CURRENT LIABILITIES		
Employee related provisions	129,498	129,498
Other provisions	2,061,011	2,061,011
TOTAL NON-CURRENT LIABILITIES	2,190,509	2,190,509
TOTAL LIABILITIES	4,093,375	4,132,225
NET ASSETS	**149,723,196**	**161,176,463**
EQUITY		
Retained surplus	50,195,499	61,628,981
Reserve accounts	10,353,106	10,372,891
Revaluation surplus	89,174,591	89,174,591
TOTAL EQUITY	**149,723,196**	**161,176,463**

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

Please refer to the compilation report

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

1 BASIS OF PREPARATION AND MATERIAL ACCOUNTING POLICIES

BASIS OF PREPARATION

This prescribed financial report has been prepared in accordance with the *Local Government Act 1995* and accompanying regulations.

Local Government Act 1995 requirements
Section 6.4(2) of the Local Government Act 1995 read with the *Local Government (Financial Management) Regulations 1996,* prescribe that the 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 with exception to the following:

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.

Local Government (Financial Management) Regulations 1996, regulation 34 prescribes contents of the financial report. Supplementary information does not form part of the financial report.

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.

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 30 September 2026

Matters of non-compliance with Basis of Preparation
The following matters on non-compliance with the basis of preparation have not been corrected.
1. Balances as at 30 June 2026 have not been audited and may be subject to change.

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.

Material accounting policies
Material accounting policies utilised in the preparation of these statements are as described within the 2026-27 Annual Budget. Please refer to the adopted budget document for details of these policies.

Critical accounting estimates and judgements
The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that affect 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.

As with all estimates, the use of different assumptions could lead to material changes in the amounts reported in the financial report.

The following are estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year and further information on their nature and impact can be found in the relevant note:
- Fair value measurement of assets carried at reportable value including:
  - Property, plant and equipment
  - Infrastructure
- Impairment losses of non-financial assets
- Expected credit losses on financial assets
- Measurement of employee benefits
- Measurement of provisions

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

2 NET CURRENT ASSETS INFORMATION

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

	Note	Adopted Budget Opening 1 July 2026	Actual as at 30 June 2026	Actual as at 31 August 2026
Current assets		$	$	$
Cash and cash equivalents		14,761,630	14,132,368	12,274,277
Trade and other receivables		2,151,049	1,544,814	13,662,888
Inventories		120,301	36,236	39,643
		17,032,980	15,713,418	25,976,808
Less: current liabilities				
Trade and other payables		(1,276,085)	(1,060,035)	(760,199)
Other liabilities		(523,900)	(501,848)	(840,534)
Employee related provisions		(266,978)	(340,983)	(340,983)
		(2,066,963)	(1,902,866)	(1,941,716)
Net current assets		14,966,017	13,810,552	24,035,092
Less: Total adjustments to net current assets	2(b)	(10,067,675)	(10,039,788)	(10,058,974)
Closing funding surplus / (deficit)		**4,898,342**	**3,770,764**	**13,976,118**

(b) Current assets and liabilities excluded from budgeted deficiency

Adjustments to net current assets				
Less: Reserve accounts		(10,334,653)	(10,353,106)	(10,372,891)
Add: Current liabilities covered by funds held in reserve account				
- Current portion of employee benefit provisions		266,978	313,318	313,917
Total adjustments to net current assets	2(a)	**(10,067,675)**	**(10,039,788)**	**(10,058,974)**

(c) Amounts excluded from operating activities

	Adopted Budget Estimates 30 June 2027	YTD Budget Estimates 31 August 2026	YTD Actual 31 August 2026
	$	$	$
Less: Profit on asset disposals	(20,000)	0	0
Add: Loss on disposal of assets	7,980	0	0
Add: Depreciation	4,468,779	744,797	396,231
Movement in current liabilities associated funds held in reserve account:			
- Employee benefit provisions	0	0	599
Total amounts excluded from operating activities	**4,456,759**	**744,797**	**396,830**

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 local governments' operational cycle.

SHIRE OF LEONORA
NOTES TO THE 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 budget materially.
The material variance adopted by Council for the 2026-27 year is $15,000 or 8.00% whichever is the lesser.

Description	Var. $	Var. %	
	$	%	
Revenue from operating activities			
Rates excluding general rates	**(70,125)**	**(24.92%)**	▼
Rates paid in advance applied to rates raised. Interim rating not yet occurred.		Timing	
Fees and charges	**558,736**	**99.97%**	▲
Building permits, airport fees, catering, liquid waste disposals, Hoover House accommodation, standpipe water and office rental YTD actual higher than YTD budget.		Timing	
Bulk refuse disposal fees higher than total budget.		Permanent	
Interest revenue	**12,302**	**40.02%**	▲
Interest earnings on accounts higher than expected.		Timing	
Other revenue	**20,832**	**101.61%**	▲
FBT reimbursements received.		Timing	
Expenditure from operating activities			
Employee costs	**238,687**	**24.55%**	▲
Some employment positions are vacant resulting in actual expenditure lower than budgets.		Timing	
Materials and contracts	**433,864**	**28.84%**	▲
Cleaning Shire facilities, maintenance ageing place, activity expenses facilities, council subscriptions YTD actual higher than YTD budget.		Timing	
Maintenance tourism and health other costs are higher than actual budget.		Permanent	
Utility charges	**72,380**	**61.59%**	▲
Streetlight utility costs are higher than the YTD budget; however, this is more than offset by lower expenditure across other utility accounts.		Timing	
Depreciation	**348,566**	**46.80%**	▲
Buildings and infrastructure other YTD actual higher than YTD budget.		Timing	
Other expenditure	**86,020**	**100.00%**	▲
No expenditure has been incurred for Golden Gift prize money or Genesis community development.		Timing	
Amounts excluded from operating activities	**(347,967)**	**(46.72%)**	▼
Fixed assets depreciation and movement in current liabilities associated funds held in reserve account.		Timing	
Outflows from investing activities			
Acquisition of property, plant and equipment	**110,514**	**7.04%**	▲
Recreation Centre painting expenditure over budget.		Permanent	
Works on Accommodation Units in progress.		Timing	
Surplus or deficit at the start of the financial year	**(1,127,578)**	**(23.02%)**	▼
Surplus or deficit after imposition of general rates	**356,431**	**2.62%**	▲

10.0 REPORTS

10.3 MANAGER OF BUSINESS SERVICES

10.3.(B) ACCOUNTS FOR PAYMENT OCTOBER 2026

SUBMISSION TO:	Ordinary Council Meeting Meeting Date: 20th October 2026
AGENDA REFERENCE:	10.3.(B) OCT 26
SUBJECT:	Accounts for Payment October 2026
LOCATION/ADDRESS:	Nil
NAME OF APPLICANT:	Nil
FILE REFERENCE:	1.8 - Financial Statements

AUTHOR, DISCLOSURE OF ANY INTEREST AND DATE OF REPORT

NAME:	Kiara Lord
OFFICER:	Manager Business Services
INTEREST DISCLOSURE:	Nil
DATE:	14th October 2026
SUPPORTING DOCUMENTS:	**1.** Credit Cards - Sep 26 ⇩ **2.** Payment List - October 2026 ⇩

BACKGROUND

Attached statements consist of accounts paid by Delegated Authority totalling **$892,970.58*** since the previous council meeting consisting of:

(1) Credit Card Transactions September 2026 totalling **$24,454.08;**
(2) Direct Bank Transactions totalling **$4,471.58**;
(3) Batch Payments totalling **$358,987.74**; and
(4) Payroll Payments and liabilities from **Pay Periods Ending 13/09/26, 27/09/26, and 18/10/26,** totalling **$505,057.18**

Note: Due to the timing difference between when credit card transactions are incurred and when those transactions are settled through the Shire's bank account, amounts included within *Direct Bank Transactions* may include payments relating to *Credit Card Transactions* for the current and/or prior reporting periods.

The totals presented above are accurate for the purpose of this payment listing at the time the report is prepared. However, caution should be exercised if aggregating payment categories across multiple months, as doing so may result in the same expenditure being counted more than once.

STAKEHOLDER ENGAGEMENT

Suppliers, Shire staff, delegated purchasing authorities, credit card holders and the Finance Team contribute to the transactions recorded within this report. No stakeholder engagement occurs in relation to the report outside of its presentation to Council for review and authorisation.

STATUTORY ENVIRONMENT

Local Government Act 1995 S6.10 & *Financial Management (1996)* Regulation 12 & 13 apply to how the information is to be presented within this report for authorisation by Council.

POLICY IMPLICATIONS

There are no policy implications resulting from the recommendation of this report.

FINANCIAL IMPLICATIONS

The payments listed in this report represent transactions processed since the previous Council meeting and provide oversight of expenditure made under delegated authority.

Due to timing differences between the incurrence of credit card transactions and their settlement through the Shire's bank account, individual payment categories within this report may include expenditure that has been reflected in prior or subsequent reporting periods under different payment types.

Accordingly, the totals presented in this report should not be used to assess cumulative expenditure across multiple months. The Monthly Financial Statements and the Annual Financial Report provide the most accurate and comprehensive view of the Shire's overall financial performance and expenditure for monitoring against the adopted budget.

STRATEGIC IMPLICATIONS

There are no strategic implications resulting from the recommendation of this report.

RISK MANAGEMENT

Failure to report and review payments made under delegated authority may result in non-compliance with the Local Government Act 1995 and the Local Government (Financial Management) Regulations 1996 and may limit Council's oversight of expenditure against the adopted budget.

The presentation of the Accounts Paid Listing enables Council to monitor expenditure, confirm that payments are made in accordance with delegation, budget and legislative requirements, and reduces financial and governance risk to an acceptable level.

RECOMMENDATIONS

That Council accepts the accounts for payment, as detailed:

(1) Credit Card Transactions September 2026 totalling **$24,454.08;**
(2) Direct Bank Transactions totalling **$4,471.58**;
(3) Batch Payments totalling **$358,987.74**; and
(4) Payroll Payments and liabilities from **Pay Periods Ending 13/09/26, 27/09/26, and 18/10/26,** totalling **$505,057.18**

VOTING REQUIREMENT

Simple Majority

SIGNATURE

_____

Manager Business Services

15/10/2026 Credit Card Charges Card 5772 - 2609 CEO

Date	Supplier	Description	GL	Job No	Task	DEP	PRO	ACT	LOC	Total	GST
1/09/2026	Fireflies AI	AI Annual Subscription	23504			1001	PR14	0144	B1003	318.93	Yes
3/09/2026	Starlink	Starlink mini St Johns	23505			1001	PR10	0109	PG1007	85.00	Yes
3/09/2026	Starlink	Starlink mini MWS	23505			4001	PR16	0109	P1053	85.00	Yes
3/09/2026	Starlink	Stralink Youth Centre	23505			3001	PR08	0109	B1028	150.00	Yes
4/09/2026	Desert Inn Hotel	Meals/Refreshments	22511			1001	PR14	0101	B1003	24.87	Yes
7/09/2026	Uber	Travel - Perth Meetings	21303			1001	PR14	0143	B1003	3.00	Yes
7/09/2026	Uber	Travel - Perth Meetings	21303			1001	PR14	0143	B1003	52.03	Yes
8/09/2026	Starlink	Starlink for CCTV	23505			4001	PR05	0109	B1008	59.59	Yes
11/09/2026	Great Western Motel	GVROC Accommodation - CEO	21303			1001	PR13	0143	B1037	165.00	Yes
11/09/2026	Great Western Motel	GVROC Accommodation - SP	25209			1001	PR13	0143	B1037	165.00	Yes
14/09/2026	Full Moon Cafe Norseman	GVROC - Refreshments	22511			1001	PR13	0101	B1003	15.00	Yes
14/09/2026	Department of Transport	Trailer transfer and registration	23304			4001	PR16	0144	P1083	52.35	Yes
14/09/2026	Airnorth Eaton	SP, Return flight to Alice Springs AGM	25209			1001	PR14	0143	B1037	1,959.72	Yes
15/09/2026	Skippers	CEO Flights	21303			1001	PR14	0143	B1003	391.56	Yes
17/09/2026	Live Payments Barangaroo	Meals/Refreshments - LG Week	22511			1001	PR14	0144	B1003	52.08	Yes
17/09/2026	Sentinel Bar & Grill	Meals/Refreshments - LG Week	22511			1001	PR14	0144	B1003	387.73	Yes
18/09/2026	Uber	Travel - Perth Meetings	21303			1001	PR14	0143	B1003	43.40	Yes
18/08/2026	Hi Thai	Meals/Refreshments - LG Week	22511			1001	PR14	0144	B1003	46.76	Yes
18/09/2026	Live Payments Barangaroo	Meals/Refreshments - LG Week	22511			1001	PR14	0144	B1003	66.16	Yes
21/09/2026	Uber	Travel - Perth Meetings	21303			1001	PR14	0143	B1003	36.36	Yes
21/09/2026	Uber	Travel - Perth Meetings	21303			1001	PR14	0143	B1003	36.71	Yes
21/09/2026	Taxi Pay	Travel - Perth Meetings	21303			1001	PR14	0143	B1003	59.12	Yes
21/09/2026	Canva	Annual Canva subscription	20203			1001	PR14	0144	B1003	603.28	Yes
22/09/2026	Booking.com	Accommodation for CEO, State Cabinet Ministers	21303			1001	PR04	0143	B1003	348.00	Yes
22/09/2026	Crown Towers	Accommodation, State Cabinet Ministers - President	25209			1001	PR14	0143	B1003	893.95	Yes
22/09/2026	Crown Towers	Credit Card Surcharge	22519			2001	PR14	0144	B1003	10.28	No
23/09/2026	Uber	Travel - Perth Meetings	21303			1001	PR14	0143	B1003	54.23	Yes
23/09/2026	AE System Support	Digital Support tool - CEO	23504			2001	PR14	0144	B1003	59.00	Yes
23/09/2026	Rydges Kalgoorlie	Accommodation for HSR Training CDC	21303			1001	PR14	0143	B1003	363.37	Yes

CEO Signature:_____

Employee Declaration

I Declare that the above changes are a true and correct record in accordance with company policy

MBS Signature:_____

15/10/2026 Credit Card Charges Card 5772 - 2609 CEO

23/09/2026	Rydges Kalgoorlie	Accommodation for HSR Training Early Years Director	21303			3001	PR08	0143	B1010	363.37	Yes
23/09/2026	Rydges Kalgoorlie	Accommodation for HSR Training Events	21303			3001	PR13	0143	B1013	363.37	Yes
24/09/2026	Department of Primary Industry	Animal pound registration	22506			4001	PR07	0144	B1008	90.83	No
24/09/2026	White House Leonora	Meals/Networking expenses - Visiting dignitaries	22511			1001	PR14	0144	B1003	288.69	Yes
28/09/2026	Department of Primary Industry	REFUND - double payment	22506			4001	PR07	0144	B1008	-90.83	No
28/09/2026	Department of Primary Industry	Animal pound registration	22506			4001	PR07	0144	B1008	90.83	No
28/09/2026	Starlink	CEO Internet	23505			1001	PR09	0109	H1011	210.00	Yes
29/09/2026	National Australia Bank	Card fee	22519			2001	PR14	0144	B1003	9.00	No
29/09/2026	Harvey Norman AV/IT	Office equipment - Monitors and arms	22305			2001	PR14	0144	B1003	2,924.00	Yes
			Total							**10,836.74**	

CEO Signature:_____

Employee Declaration

I Declare that the above changes are a true and correct record in accordance with company policy

MBS Signature:_____

15/10/2026 Credit Card Charges Card 5772 - 2609 CRC

Date	Supplier	Description	GL	Job No	Task	DEP	PRO	ACT	LOC	Total	GST
17/09/2026	Department of Transport	Driver Access and Equity Program	22547			3001	PR10	0141	B1015	22.40	No
17/09/2026	Department of Transport	Driver Access and Equity Program	22547			3001	PR10	0141	B1015	120.50	No
29/09/2026	National Australia Bank	Card fee	22519			2001	PR14	0144	B1003	9.00	No
			Total							**151.90**	

CEO Signature:_____

Employee Declaration

I Declare that the above changes are a true and correct record in accordance with company policy

MCS Signature:_____

15/10/2026 Credit Card Charges Card 5772 - 2609 MBS

Date	Supplier	Description	GL	Job No	Task	DEP	PRO	ACT	LOC	Total	GST
2/09/2026	Microsoft	Microsoft email licences	23504			2001	PR14	0144	B1003	19.80	Yes
8/09/2026	United Kellerberrin	Fuel for P3	23301			2001	PR14	0203	P1029	89.34	Yes
9/09/2026	Booking.com	MBS Recreation Allowance - Accommodation	20504			2001	PR14	0144	B1003	1,494.19	Yes
10/09/2026	BP Malaga	Fuel for P3	23301			2001	PR14	0203	P1029	60.17	Yes
18/09/2026	Microsoft	Microsoft email licences	23504			2001	PR14	0144	B1003	1,444.19	Yes
29/09/2026	National Australia Bank	Card fee	22519			2001	PR14	0144	B1003	9.00	No
			Total							**3,116.69**	

CEO Signature:_____

Employee Declaration

I Declare that the above changes are a true and correct record in accordance with company policy

MBS Signature:_____

15/10/2026 Credit Card Charges Card 5772 - 2609 MCS

Date	Supplier	Description	GL	Job No	Task	DEP	PRO	ACT	LOC	Total	GST
1/09/2026	TJB Online Training	Conga training for school holiday program	22305			3001	PR08	0144	B1016	383.90	Yes
3/09/2026	JB-HiFi	Replacement playstation for Youth Centre	22305			3001	PR08	0144	B1028	1,172.99	Yes
9/09/2026	Booktopia	Books for Bookclub	22502			3001	PR13	0144	B1016	297.50	Yes
11/09/2026	Siteminder	Monthly Lightspeed Fees	22519			2001	PR14	0144	B1003	185.85	Yes
18/09/2026	Department of Communities	ECRU licence	22307			3001	PR08	0144	B1010	378.35	No
21/09/2029	Technogym	Annual subscription	22305			3001	PR11	0144	B1024	2,524.50	Yes
23/09/2026	Kmart	Mirror for school holiday program	22305			3001	PR08	0144	B1016	97.00	Yes
29/09/2026	National Australia Bank	Card fee	22519			2001	PR14	0144	B1003	9.00	No
			Total							**5,049.09**	

CEO Signature:_____

Employee Declaration

I Declare that the above changes are a true and correct record in accordance with company policy

MCS Signature:_____

15/10/2026 Credit Card Charges Card 5772 - 2609 MWS

Date	Supplier	Description	GL	Job No	Task	DEP	PRO	ACT	LOC	Total	GST
10/09/2026	Bunnings	Building Supplies	22307			4001	PR10	0260	B1018	502.45	YES
10/09/2026	WA Direct	Building Supplies	22307			4001	PR10	0260	B1018	1,748.64	Yes
4/09/2026	Sydney Tools	Backpack sprayer	22311			4001	PR12	0201	B1008	49.00	Yes
18/09/2026	Office National	Office supplies	22305			4001	PR12	0101	B1008	112.35	Yes
18/09/2026	Bunnings	Safety Steps and Hoses/reels	22311			4001	PR12	0201	B1008	229.32	Yes
18/09/2026	Super Cheap Auto	Jerry Cans	22311			4001	PR16	0201	B1008	55.98	Yes
18/09/2026	Coyles Mower	Whipper Snipper cord	22311			4001	PR12	0201	B1008	70.00	Yes
18/09/2026	Sydney Tools	Dry wall Sander and Pads	23302			4001	PR12	0260	B1008	274.00	Yes
23/09/2026	Busy Bee	Boot Brush X 4	22307			4001	PR12	0260	B1004	1,403.79	Yes
29/09/2026	National Australia Bank	Card fee	22519			4001	PR14	0144	B1003	9.00	No
30/09/2026	Digga West	Skid Steer sweeper broom parts	23305			4200	PR16	0204	P348	845.13	Yes
			Total							**5,299.66**	

CEO Signature:_____

Employee Declaration

I Declare that the above changes are a true and correct record in accordance with company policy MWS Signature:_____

SHIRE OF LEONORA

Accounts for Payment Presented to Council

20th October 2026

Accounts for Payment - October 2026

Shire of Leonora

Monthly Report – List of Direct Bank Transactions Paid by Delegated Authority

Submitted to Council on the 20th October 2026

The following list of accounts relate to Direct Bank Transactions paid under delegation by the Chief Executive Officer, since the previous list of accounts. Transactions are dated from 1st to 2nd September 2026 and total **$4,471.58**

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CHIEF EXECUTIVE OFFICER

Date	Transaction	Name	Item	Payment by Delegated Authority	Balance
1/09/2026	BR00405	First Data Merchant	Monthly AVGAS merchant fees - August 2026	$101.83	$ 101.83
2/09/2026	BR00406	ClickSuper	Monthly ClickSuper fees - August 2026	$25.41	$ 127.24
3/09/2026	BR00410	Alex Taylor	Rent 23 Queen Victoria - September 2026	$4,333.34	$ 4,460.58
4/09/2026	BR00412	Quest Merchant Services	Quest Merchant Fee - August 2026	$11.00	$ 4,471.58
			GRAND TOTAL	**$ 4,471.58**	

Accounts for Payment - October, 2026

Shire of Leonora

Monthly Report – List of Accounts Paid by Delegated Authority

Submitted to Council on the 20th October 2026

Batch Payments totalling **$358,987.74** have been paid by delegated authority by the Chief Executive Officer and has been checked and are fully supported by remittances and duly certified invoices with checks being carried out as to prices, computations and costing. Bank Details are reconciled against those invoices by two officers.

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CHIEF EXECUTIVE OFFICER

Batch Ref	ID	Date	Name	Item	Payment by delegated Authority	*Balance*
EFT00053	01	25/09/2026	LPD Surveys	State Battery 3D scan	$8,305.00	*8,305.00*
EFT00053	02	25/09/2026	State Library of WA	2026/27 Better Beginnings Packs	$88.58	*8,393.58*
EFT00053	03	25/09/2026	KB Security Group	Security support and upgrades for Villas and waste ponds	$16,478.00	*24,871.58*
EFT00053	04	25/09/2026	Harvey Norman AV/IT Kalgoorlie	Appliance for Villas	$5,326.90	*30,198.48*
EFT00053	05	25/09/2026	Larnie Petersen	SITTING FEES 2025/26	$5,130.00	*35,328.48*
EFT00053	06	25/09/2026	Skippers Aviation Pty Ltd	Flights for JSH Trainer	$769.19	*36,097.67*
EFT00053	07	25/09/2026	Catalytic IT	Microsoft Business Premium - Monthly - September	$719.26	*36,816.93*
EFT00053	08	25/09/2026	Cutting Edges Equipment Parts Pty Ltd	Parts for John Deer 724 K Loader	$3,923.25	*40,740.18*
EFT00053	09	25/09/2026	Boomer Painting Services	Boom lift hire and transport for Rec centre painting	$8,063.88	*48,804.06*
EFT00053	10	25/09/2026	Northern Goldfields Electrical Pty Ltd	Electrical work for various shire facilities	$15,793.25	*64,597.31*
EFT00053	11	25/09/2026	The Factory Australia Pty Ltd	Christmas decorations 2026 50% deposit	$18,150.00	*82,747.31*
EFT00053	12	25/09/2026	Moore Australia	Ad-hoc services 2026/27 - August 2026	$2,786.66	*85,533.97*
EFT00053	13	25/09/2026	Bluepen Collective Pty Ltd	Project Management Services	$3,135.00	*88,668.97*
EFT00053	14	25/09/2026	Countrywide Pools	Doctors pool - Third payment and handover	$47,495.85	*136,164.82*
EFT00053	15	25/09/2026	Bidfood Kalgoorlie	Bidfood KalgoorlieCatering and consumables for Hoover House	$446.98	*136,611.80*
EFT00053	16	25/09/2026	AYA Group Pty Ltd	Consumables - Shire facilities August 2026	$2,244.19	*138,855.99*
EFT00053	17	25/09/2026	Sigma Chemicals	Pool maintenance supplies	$4,725.93	*143,581.92*
EFT00053	18	25/09/2026	Kalgoorlie Case & Drill Pty Ltd	Tool parts for depot	$76.54	*143,658.46*
EFT00053	19	25/09/2026	Telstra	Phone and internet for grader camps and facilities	$1,588.19	*145,246.65*
EFT00053	20	25/09/2026	PFD Food Services Pty Ltd	Catering and Consumables Hoover House	$3,557.80	*148,804.45*
EFT00053	21	25/09/2026	Office National Kalgoorlie	2027 Work Diaries	$802.62	*149,607.07*
EFT00053	22	25/09/2026	Site Sentry Pty Ltd	Monthly CCTV Tower rental September & October 2026	$12,793.20	*162,400.27*
EFT00053	23	25/09/2026	Bellini Bulk Haulage	Airport runway maintenance supplies	$7,309.50	*169,709.77*
EFT00053	24	25/09/2026	Goldfields Controlled Waste.	Waste collection for grader camp and Malcolm Dam	$4,229.50	*173,939.27*
EFT00053	25	25/09/2026	Kalgoorlie Demolition Pty Ltd	Installation of street signs throughout the town	$13,997.50	*187,936.77*

Accounts for Payment - October, 2026

Batch Ref	ID	Date	Name	Item	Payment by delegated Authority	Balance
EFT00053	26	25/09/2026	Tennant Australia	Parts for Little Road sweeper	$2,557.50	190,494.27
EFT00053	27	25/09/2026	Leonora Village.	Accommodation for ranger and consultant	$774.00	191,268.27
EFT00053	28	25/09/2026	Bunnings Building Supplies Pty Ltd	Building supplies for various projects	$618.83	191,887.10
EFT00053	29	25/09/2026	Harvey Norman Bedding Kalgoorlie	Furniture for accommodation units	$2,348.00	194,235.10
EFT00053	30	25/09/2026	KleenWest	Jumbo toilet rolls	$88.33	194,323.43
EFT00053	31	25/09/2026	Goldfields Records Storage	Goldfields Records Storage 01/07/26 - 31/12/26	$16,500.00	210,823.43
EFT00053	32	25/09/2026	Central Hotel	Catering for NAIDOC week darts	$220.00	211,043.43
EFT00053	33	25/09/2026	Canine Control	Ranger services May 2026	$4,670.20	215,713.63
EFT00053	34	25/09/2026	Hersey's Safety Pty Ltd	Workshop and Staff cosumables	$2,276.62	217,990.25
EFT00053	35	25/09/2026	Nomad Plumbing	Various plumbing services for shire facilities	$2,638.03	220,628.28
EFT00053	36	25/09/2026	Marie Pointon	Reimbursement for event supplies and staff meals	$197.51	220,825.79
EFT00053	37	25/09/2026	Terry Sargent	EHO Services August & September 2026	$22,905.20	243,730.99
EFT00053	38	25/09/2026	All Workwear	Shire staff uniforms	$2,647.54	246,378.53
EFT00053	39	25/09/2026	E. Fire and Safety	Fire Equipment Servicing - Facilities	$3,332.45	249,710.98
EFT00053	40	25/09/2026	Goldfields Pest Control	Annual Termite and Pest spray - Housing	$14,627.80	264,338.78
EFT00053	41	25/09/2026	Timeless Treasure Imagery	Final balance for Gallery of Photos for Shire Use	$3,360.00	267,698.78
EFT00053	42	25/09/2026	Council First Pty Ltd	October subscription and STP	$8,230.20	275,928.98
EFT00053	43	25/09/2026	Horizon Power	Power and supply charges 27/08/26 - 24/09/26 - Admin	$423.82	276,352.80
EFT00053	44	25/09/2026	Fitz Gerald Strategies	Facilitation of CEO Performance Review 2026	$4,200.00	280,552.80
EFTA00017	45	6/10/2026	Bunnings Building Supplies Pty Ltd	Cleaning and maintenance supplies for Gwalia and depot	$1,387.15	281,939.95
EFTA00017	46	6/10/2026	Harvey Norman Furniture Kalgoorlie	Funiture for accommodation units	$2,546.00	284,485.95
EFTA00017	47	6/10/2026	Council First Pty Ltd	Records Training accommodation and travel costs	$2,514.77	287,000.72
EFTA00017	48	6/10/2026	Northern Goldfields Electrical Pty Ltd	Inspect and repair freezer at Cafe	$363.00	287,363.72
EFTA00017	49	6/10/2026	Landgate	Mining Tenements Chargeable - Schedule - M2026/15	$124.15	287,487.87
EFTA00017	50	6/10/2026	Motor Pass	Motor Pass transactions August 2026	$1,620.10	289,107.97
EFTA00017	51	6/10/2026	Genset Hire & Sales Australia Pty Ltd	Calibrate Smart dip for Diesel and avgas tanks	$3,171.52	292,279.49
EFTA00017	52	6/10/2026	Building and Energy	BSL Payable Ausgust 2026	$11,640.00	303,919.49
EFTA00017	53	6/10/2026	Harvey Norman AV/IT Kalgoorlie	Starlink roof mount	$248.00	304,167.49
EFTA00017	54	6/10/2026	Catalytic IT	Monthly Microsoft subscriptions	$948.19	305,115.68
EFTA00017	55	6/10/2026	Tanaka Beauty College	Travel expenses for JSH trainer	$1,510.36	306,626.04
EFTA00017	56	6/10/2026	Kalgoorlie Case & Drill Pty Ltd	Grease gun/Trolley for depot	$120.00	306,746.04
EFTA00017	57	6/10/2026	PFD Food Services Pty Ltd	Catering and Consumables Hoover House	$1,635.00	308,381.04

Accounts for Payment - October, 2026

Batch Ref	ID	Date	Name	Item	Payment by delegated Authority	*Balance*
EFTA00017	58	6/10/2026	Raheja Projects Pty Ltd	Design work for construction of floodway - Anthens Crossing	$5,984.00	*314,365.04*
EFTA00017	59	6/10/2026	Bluepen Collective Pty Ltd	Project Management Services 07/09/26 - 18/09/26	$3,146.00	*317,511.04*
EFTA00017	60	6/10/2026	Bidfood Kalgoorlie	Catering and Consumables Hoover House	$594.08	*318,105.12*
EFTA00017	61	6/10/2026	Canine Control	Ranger services 26/08/26 - 28/08/26	$5,445.00	*323,550.12*
EFTA00017	62	6/10/2026	Central Regional TAFE.	HSR Refresher training	$1,980.00	*325,530.12*
EFTA00017	63	6/10/2026	Central Hotel	Refreshments for Staff town hall	$328.00	*325,858.12*
EFTA00017	64	6/10/2026	Elite Gym Hire	Monthly gym equipment hire - October 2026	$2,302.51	*328,160.63*
EFTA00017	65	6/10/2026	GTN Services	Replacement of windscreens and water for depot	$2,073.26	*330,233.89*
EFTA00017	66	6/10/2026	Team Global Express Pty Ltd	Freight for depot and admin	$305.02	*330,538.91*
EFTA00017	67	6/10/2026	Hersey's Safety Pty Ltd	Depot staff PPE uniforms	$4,439.60	*334,978.51*
EFTA00017	68	6/10/2026	Altus Planning	Town Planning Services for September 2026	$763.13	*335,741.64*
EFTA00017	69	6/10/2026	Seven Network Operations Ltd	Seven Network - Gwalia Advertising	$1,100.00	*336,841.64*
EFTA00017	70	6/10/2026	Terry Sargent	EHO Services 2026/27 14/09/26 - 30/09/26	$13,626.71	*350,468.35*
EFTA00017	71	6/10/2026	Cornerstone Road Maintenance	Taxiway Repair	$7,023.39	*357,491.74*
EFTA00017	72	6/10/2026	Leonora Village.	Accommodation and meals for JSH trainers.	$1,496.00	*358,987.74*
				GRAND TOTAL	**$ 358,987.74**	

Accounts for Payment - October, 2026

Shire of Leonora

Monthly Report – List of Accounts Paid by Delegated Authority

Submitted to Council on the 20th October 2026

The following list of accounts has been paid under delegation by the Chief Executive Officer, since the previous list of accounts. Transactions contain Wages & Payroll Liability payments since the previous list of accounts paid by Delegated Authority totalling **$505,057.18**

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CHIEF EXECUTIVE OFFICER

Cheque	Date	Name	Item	Payment by Delegated Authority	*Balance*
PJ001532	15/09/2026	Shire of Leonora - Wages	Salaries & Wages PPE 13/09/26	$ 120,463.41	*120,463.41*
EFTA00016	25/09/2026	Shire of Leonora	Payroll Liabilities - 13/09/26	$ 46,431.27	*166,894.68*
PJ001617	29/09/2026	Shire of Leonora - Wages	Salaries & Wages PPE 27/09/26	$ 119,313.67	*286,208.35*
EFT00054	5/10/2026	Shire of Leonora	Pay Liabilities - 27/09/26	$ 45,404.91	*331,613.26*
PJ001687	13/10/2026	Shire of Leonora - Wages	Salaries & Wages PPE 18/10/26	$ 125,562.65	*457,175.91*
EFT00055	14/10/2026	Shire of Leonora	Pay Liabilities - 18/10/26	$ 47,881.27	*505,057.18*
			GRAND TOTAL	**$505,057.18**	

10.0 REPORTS

10.3 MANAGER OF BUSINESS SERVICES

10.3.(C) WRITE OFF RATES - LOT 542 OTTERBURN STREET (A7315)

SUBMISSION TO:	Ordinary Council Meeting Meeting Date: 20th October 2026
AGENDA REFERENCE:	10.3.(C) OCT 26
SUBJECT:	Write Off Rates - Lot 542 Otterburn Street (A7315)
LOCATION/ADDRESS:	Lot 542 Otterburn Street (Assessment 7315)
NAME OF APPLICANT:	Gavin Taylor
FILE REFERENCE:	Financial Management

AUTHOR, DISCLOSURE OF ANY INTEREST AND DATE OF REPORT

NAME:	Kiara Lord
OFFICER:	Manager Business Services
INTEREST DISCLOSURE:	Nil
DATE:	14th October 2026
SUPPORTING DOCUMENTS:	Nil

REPORT PURPOSE

For Council to consider writing off outstanding rates and domestic rubbish collection charges totalling **$1,983.04** for Lot 542 Otterburn Street, Gwalia (Assessment 7315).

BACKGROUND

Lot 542 Otterburn Street is subject to Lease P036671, recorded in the name of the late Mr Alan Victor Taylor, who died in 2024. His brother and next of kin, Mr Gavin Taylor (the applicant), has been progressing the surrender of the lease with the Department of Planning, Lands and Heritage (DPLH).

On 12 February 2026, the applicant discussed the outstanding rates with the Chief Executive Officer, Mr Ty Matson. In a subsequent email dated 27 February 2026, the applicant requested that the outstanding charges be written off, advising that the property was being returned to DPLH and that no estate funds were available to settle the account.

In reviewing the request, officers identified correspondence between DPLH and the Shire dating from 10 May 2024 to 23 July 2025. This correspondence established that:

- DPLH was progressing the proposed non-renewal and termination of the lease, including requirements for the applicant to complete the yield-up while protecting the site's heritage values.
- DPLH sought confirmation of the Shire's interest in assuming care, control and management of the land through its incorporation into adjoining Reserve 10026.
- The CEO confirmed the Shire's willingness to accept management on 23 July 2025.

- DPLH's Lease Management team would provide updates on the yield-up, with its Land Management Central team to facilitate the subsequent reserve amalgamation.

When DPLH first contacted the Shire in May 2024, the outstanding balance was $218.50, representing the final rates instalment for 2023/24. The account history showed timely payment in preceding financial years, with no balances carried forward at year-end. By July 2025, the outstanding balance had increased to $892.70, including rates, rubbish collection charges and ESL raised for 2024/25.

Action on the request was deferred pending completion of the tenure arrangements, with the expectation that the outstanding charges could be addressed at that time. However, the lease termination and reserve amalgamation remain incomplete, and the assessment remains recorded in the deceased lessee's name. Charges have consequently continued to accrue, including those raised for 2026/27.

As at 1 October 2026, the assessment had an outstanding balance of $2,307.04, comprising:

- Rates $1,329.79
- Domestic rubbish collection $653.25
- Emergency Services Levy $324.00

The balance includes rates from 2023/24 and rates, rubbish collection charges and ESL from 2024/25, 2025/26 and 2026/27.

Officers will seek an update from DPLH on completion of the tenure arrangements. There has been no advice that the proposed incorporation into Reserve 10026 will not proceed.

The ESL balance is excluded from the proposed write-off. Its treatment will be addressed separately with the Department of Fire and Emergency Services (DFES); the Shire's existing payment obligations under its Option B arrangement remain unchanged.

COMMENTS

The original decision to await completion of the DPLH process was intended to resolve the outstanding charges once the tenure arrangements were settled and the final balance was known. Rates and charges have since been raised for 2024/25, 2025/26 and 2026/27, and further deferral offers little practical benefit.

In the officer's view, pursuing recovery from the estate would be disproportionate to the amount involved. Given the reported absence of estate funds, the likely administrative and recovery costs would outweigh the expected return. The applicant's efforts to surrender the lease, the previous payment history and the intended incorporation of the land into Shire-managed Reserve 10026 further support resolving the matter now.

This recommendation reflects the combined circumstances of this case. It does not rely solely on the death of the lessee or the existence of unpaid charges. Continuing to carry the rates and rubbish collection debt while awaiting the tenure outcome is unlikely to improve the Shire's financial position.

Council is therefore recommended to write off $1,983.04 in outstanding rates and domestic rubbish collection charges. Any further Council decision required regarding the remaining ESL balance will be presented following consultation with DFES.

STAKEHOLDER ENGAGEMENT

This report has been informed by correspondence between Shire officers, the applicant regarding the outstanding charges, and the Department of Planning, Lands and Heritage regarding the proposed lease termination and incorporation of the land into Reserve 10026.

Further engagement will continue to progress the tenure arrangements. However, completion of those arrangements is not a prerequisite for Council to consider the action recommended in this report.

STATUTORY ENVIRONMENT

Local Government Act 1995

6.12. Power to defer, grant discounts, waive or write off debts

(1) Subject to subsection (2) and any other written law, a local government may —

(a) when adopting the annual budget, grant* a discount or other incentive for the early payment of any amount of money; or

(b) waive or grant concessions in relation to any amount of money; or

(c) write off any amount of money,

which is owed to the local government.

** Absolute majority required.*

(2) Subsection (1)(a) and (b) do not apply to an amount of money owing in respect of rates and service charges.

(3) The grant of a concession under subsection (1)(b) may be subject to any conditions determined by the local government.

(4) Regulations may prescribe circumstances in which a local government is not to exercise a power under subsection (1) or regulate the exercise of that power.

POLICY IMPLICATIONS

There are no policy implications resulting from the recommendation of this report.

FINANCIAL IMPLICATIONS

The proposed write off totals $1,983.04, comprising $1,329.79 in rates and $653.25 in domestic rubbish collection charges. This includes $609.88 relating to 2026/27 and $1,373.16 relating to previous financial years.

Approval will reduce the Shire's outstanding receivables by $1,983.04. Although no specific budget allocation has been made for this write off, the financial impact is minor and is expected to be accommodated within the existing budget through identified favourable revenue and expenditure variances, without materially affecting the forecast year-end budget position.

The outstanding Emergency Services Levy of $324.00 is excluded from this recommendation and will remain on the assessment pending clarification of its treatment with DFES.

STRATEGIC IMPLICATIONS

The recommendation of this report aligns with the Council Plan's Leadership Objective:

- **Outcome 4.2:** An effective organisation, providing strong leadership and services.

- **Action 4.2.1.2:** Maintain accountability and financial responsibility through effective planning.

RISK MANAGEMENT

The proposed write-off presents a low financial risk given the modest amount involved and the Shire's ability to accommodate it within the existing budget. Pursuing recovery is unlikely to provide a worthwhile financial return and would incur further administrative costs.

Compliance risks will be managed through Council approval, retention of supporting records and exclusion of the ESL balance pending separate resolution. Clearly documenting the particular circumstances and reasons for the decision will also help address any perception of inconsistent treatment of ratepayers. With these controls in place, the overall risk is assessed as **Low**.

RECOMMENDATIONS

That Council, pursuant to Section 6.12(1)(c) of the Local Government Act 1995, approve the write off of the amount of $1,983.04 in outstanding rates and domestic rubbish collection charges for Lot 542 Otterburn Street, Assessment 7315

VOTING REQUIREMENT

Absolute Majority

SIGNATURE

Manager Business Services

10.0 REPORTS

10.4 MANAGER OF COMMUNITY SERVICES

Nil

10.0 REPORTS

10.5 ENVIRONMENTAL HEALTH OFFICER REPORTS

Nil

10.0 REPORTS

10.6 ELECTED MEMBERS REPORTS

Nil

11.0 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

12.0 QUESTIONS FROM MEMBERS WITHOUT NOTICE

Nil

13.0 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF THE MEETING

13.1 ELECTED MEMBERS

Nil

13.0 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF THE MEETING

13.2 OFFICERS

Nil

14.0 MEETING CLOSED TO PUBLIC

14.1 MATTERS FOR WHICH THE MEETING MAY BE CLOSED

Nil

14.0 MEETING CLOSED TO PUBLIC

14.2 PUBLIC READING OF RESOLUTIONS THAT MAY BE MADE PUBLIC

15.0 STATE COUNCIL AGENDA

Nil

16.0 NEXT MEETING

Tuesday 17th November 2026

17.0 CLOSURE OF MEETING