

**Shire of Katanning  
Local Planning Scheme No. 5  
Scheme Amendment No. 2**



**Lot 154 on Deposited Plan 222684  
No. 58 Cornwall Street, Katanning**

**PLANNING AND DEVELOPMENT ACT 2005**  
**RESOLUTION TO ADOPT AMENDMENT TO LOCAL PLANNING SCHEME**  
**SHIRE OF KATANNING LOCAL PLANNING SCHEME NO. 5**  
**AMENDMENT NO. 2**

Resolved that the local government pursuant to Section 75 of the *Planning and Development Act 2005*, amend the above Local Planning Scheme by:

1. Rezoning Lot 154 on Deposited Plan 222684 (No. 58) Cornwall Street, Katanning from 'Enterprise' zone to 'General Industry' zone.
2. Amending the Scheme Map accordingly.

The Amendment is standard under the provisions of the *Planning and Development (Local Planning Schemes) Regulations 2015* for the following reasons:

- A) The amendment is consistent with the Local Planning Strategy.
- B) The amendment would have minimal impact on land in the scheme area that is not the subject of the amendment.
- C) The amendment does not result in any significant environmental, social, economic or governance impacts on land in the scheme area.

Dated \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
**Chief Executive Officer**

## SECTION 83A CHANGES REQUESTED BY MINISTER

Under section 83A(2)(b) of the *Planning and Development Act 2005*, the Minister required the following modifications to be made to the proposed amendment prior to the amendment being advertised:

1. Modification is required to the manner and form of the scheme amendment report to ensure consistency with the model scheme template and *WA Planning Manual – Local planning schemes chapter – Draft* (July 2025).

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## PROPOSAL TO AMEND A LOCAL PLANNING SCHEME

- |   |   |
|---|---|
| 1. LOCAL GOVERNMENT:                    | Shire of Katanning  |
| 2. DESCRIPTION OF LOCAL PLANING SCHEME: | Local Planning Scheme No. 5   |
| 3. TYPE OF SCHEME:                      | District Scheme   |
| 4. SERIAL NUMBER OF AMENDMENT:          | 2   |
| 5. PROPOSAL:                            | <ol style="list-style-type: none"><li>1. Rezoning Lot 154 on Deposited Plan 222684 (No. 58) Cornwall Street, Katanning from 'Enterprise' zone to 'General Industry' zone.</li><li>2. Amending the Scheme Map accordingly.</li></ol> |

### 1. INTRODUCTION

The Shire of Katanning seeks the support of the Western Australian Planning Commission (WAPC) and the approval of the Hon. Minister for Planning to rezone Lot 154 (No. 58) Cornwall Street, Katanning (the 'site') from 'Enterprise' zone to 'General Industry' zone to facilitate a farm supply centre (trade supplies).

The purpose of this report and associated plans are to explain and set out the planning merits of the Amendment. More detailed planning and investigations will occur at the Development Application stage and as required at the Building Permit stage.

The site is shown in [Attachment 1](#). Based on its location, characteristics and context, the site is suitable for a farm supply centre. [Attachment 2](#) shows that the site is located in and near industrial areas and has convenient access to the Katanning townsite and the State and regional road network.

### 2. BACKGROUND

#### 2.1 Property Address and Cadastral Details

Cadastral details for the site are summarised below in [Table 1](#):

Lot and address	Lot 154 (No. 58) Cornwall Street, Katanning
Deposited Plan	222684
Volume/Folio	1120/952
Area	3923m <sup>2</sup>
Owner	Stephens Ag Pty Ltd

The Certificate of Title is provided in [Attachment 3](#).

#### 2.2 Regional Context

The site is situated in the Shire of Katanning. The Katanning townsite is located 287 kilometres south-east of Perth. Katanning is a sub-regional centre in the Great Southern and provides a range of services and facilities to residents and visitors.

#### 2.3 Local Context

The site is located approximately 900 metres south-east from the Katanning town centre (see [Attachment 1](#)). [Attachment 2](#) shows the Context Plan which outlines the site's context. The site adjoins and is

generally surrounded by industrial, logistics and commercial development.

From a spatial perspective, the Amendment provides a logical way of providing additional General Industry zoned land without causing adverse amenity impacts to the locality.

## 2.4 Physical Characteristics

The site is outlined in [Attachment 4](#) and has the following characteristics and features:

- It contains a shed (workshop) with a floor area of 494m<sup>2</sup> (approved plans are provided in [Attachment 5](#)). The Colourbond shed is 26m long, 19m wide and 7m high;
- It is cleared;
- It has been built up with rolled and compacted gravel to form a level, uniform surface;
- It has a gentle gradient, having an elevation of 302.45 metres AHD (Australian Height Datum);
- The southern section features two car parking areas;
- There are no natural surface water or drainage features; and
- It is not on the Department of Water and Environmental Regulation's Contaminated Site Database.

The site's physical features present no constraints to the Amendment.

## 2.5 Services

The site is provided with standard 'hard' infrastructure including reticulated (scheme) water, approved on-site sewage disposal, power, telecommunications, drainage and adjoins two sealed roads (Beaufort Street and Cornwall Street).

Two 25,000L rain water tanks are located on the northern side of the shed. The water collected will be used for watering the trees and landscaping, human consumption and light domestic use in the approved office/house. Mains water is connected to the property and will serve as a backup for when rainwater is running low.

## 2.6 Heritage

There is no registered Aboriginal heritage site on the subject land area as set out on the Department of Planning, Lands and Heritage Affairs heritage inquiry system. While noting this, land developers have an obligation under the *Aboriginal Heritage Act 1972* and *Aboriginal Culture Heritage Act 2021* to protect places and objects in Western Australia that are important to Aboriginal people because of the connections to their culture.

Additionally, the site does not contain any structure or place of non-indigenous heritage significance on the *Shire of Katanning Municipal Inventory* or on the Shire's Heritage List.

## 2.7 Shire Approvals

The Shire has issued development approval for a workshop (servicing and repairs of agricultural machinery) and an office/house (see [Attachment 5](#)). Additionally, a Building Permit has been issued for the workshop.

The development approval includes a new 7m x 7m building (office/house) to be located near the southern boundary adjacent to Beaufort Street. It will be of a steel framed construction with steel cladding and 75mm EPS sandwich panel.



Amendment site opposite sewerage pumping station

## 3. PLANNING FRAMEWORK

### 3.1 Overview

The following section will outline how the proposed Amendment suitably addresses relevant planning policies, strategies, plans and the *Shire of Katanning Local Planning Scheme No. 5*. In summary, the Amendment is consistent with the State, regional and local planning framework.

### 3.2 State Planning Framework

The following strategies and policies are of relevance to the Amendment:

- *State Planning Strategy 2050* - sets a broad strategic plan for Western Australia built on sustained growth and prosperity. The Strategy highlights the importance of job creation and supports developing strong and resilient regions. The Strategy also promotes economic development. The Strategy promotes appropriately located industrial land;
  - *State Planning Policy 1 State Planning Framework Policy* - identifies that the primary aim of planning is to provide for the sustainable use and development of land.
  - *State Planning Policy No. 2.9 Water Resources* - development is required to adopt water sensitive urban design principles.
  - *State Planning Policy No. 3* - the Policy sets out the principles and considerations which apply for urban growth and settlement in Western Australia. The Policy promotes a sustainable settlement pattern, promoting development on 'brownfield' (previously developed) land, supports building on existing communities and seeks convenient access to employment and services. The Amendment is consistent with SPP 3 given it provides opportunities for employment and business activity.
  - *State Planning Policy 3.7 Bushfire* - the site is located outside of the Bushfire Prone Area as shown at <https://maps.slip.wa.gov.au/landgate/bushfireprone/>.
- *State Planning Policy 4.1 Industrial Interface*.
  - *State Planning Policy 5.4 Road and Rail Noise* - the site is within the 'trigger' distance. An implication is that the house is required to address 'quiet house' design requirements (see condition 1 of the development approval in [Attachment 5](#));
  - *State Planning Policy 7.0 Design of Built Environment*.
  - EPA Guidance Statements including *Guidance Statement 33 – Environmental Guidance for Planning and Development* and *Guidance Statement 3 – Separation Distances between Industrial and Sensitive Land Uses*.

### 3.3 Regional Planning Framework

#### 3.3.1 Great Southern Regional Planning and Infrastructure Framework

The Framework identifies Katanning as a sub-regional centre and a focus for growth, services and facilities. The Framework supports a diverse economic base, supports industrial development in appropriate locations.

#### 3.3.2 Great Southern Regional Investment Blueprint

The Blueprint establishes priorities for economic development and growth of the Great Southern region and provides an analysis of local, regional, national and global factors influencing the region. A strategic economic growth plan and proposed transformational projects are set out. The Blueprint also supports growing the region's population, promoting development in regional centres, a vibrant economy and providing additional serviced industrial land.

### 3.4 Local Planning Framework

#### 3.4.1 Shire of Katanning Local Planning Strategy

Strategy Plan 2 of the Local Planning Strategy identifies the site as 'Industrial' (see [Attachment 6](#)).

The Strategy supports growing and diversifying the economy, encouraging industrial development and supporting the provision of a sufficient supply of project ready industrial land.

The Amendment is consistent with the Strategy.

### 3.4.2 Shire of Katanning Local Planning Scheme No. 5

The *Shire of Katanning Local Planning Scheme No. 5* (LPS5) was gazetted on 9 February 2018. It is the principal statutory tool for achieving the Shire's aims and objectives, mainly from a land use, development control and infrastructure coordination perspective.

Clause 1.9 Aims of Scheme includes the following aims:

#### **'Community Growth and Diversity**

Provide opportunities for growth of the Katanning townsite and reinforce its status as a regional centre to accommodate a growing and diverse community with a strong sense of place, heritage and achievement.

#### **Economic Growth**

Strengthen and diversify the Shire of Katanning's economic base by providing an overall pattern of land use and development flexibility that supports existing businesses and provides for expansion of the economic base by encouraging new business and industry.'

The site is zoned 'Enterprise' and is within Special Control Area 1 – Wastewater Treatment Plant.

Table 2 – Zone Objectives outlines that objectives for the General Industry zone include:

- To allow for the continuation of existing industries and provide for the establishment of new industries that contribute to Katanning's and the region's economic growth.

- To take advantage of the attributes of location, availability of services and transport facilities servicing Katanning and the region.
- Seek to manage impacts such as noise, dust and odour within the zone.

The Amendment is consistent with LPS5 aims and the General Industry zone objectives.

Farm Supply Centre is defined in clause 6.2 as:

**farm supply centre** means premises used for the supply and sale of seeds, fertilisers, agricultural chemicals, stock foods, tractors/farm equipment, implements and/or components and/or irrigation equipment for agriculture/primary production purposes;

Table 4 – Zoning Table sets out that farm supply centre is an 'X' use (not permitted) in the Enterprise zone. A scheme amendment is accordingly required to enable the farm supply centre land use on the site which is proposed via rezoning the site from 'Enterprise' to 'General Industry'.

Table 10 sets out provisions relating to Special Control Area 1 – Wastewater Treatment Plant.

### 3.4.3 Local Planning Policies

The Council has endorsed several Local Planning Policies, however the current adopted policies are not relevant to the Amendment.

### 3.4.4 Shire of Katanning Strategic Community Plan

The Strategic Community Plan sets the community's vision for the future and it is the principal strategic guide for the Council's future planning and activities. The plan supports growth and progress locally and regionally. The Council seeks to promote Katanning as a prosperous community, to support enhanced

community services, existing businesses and to attract new businesses.

### 3.5 Planning Framework Implications for the Amendment

Common themes of the planning framework and their implications for the Amendment include:

- Supporting economic development and appropriately located industrial development;
- Supporting sustained growth, job creation and economic development including in Katanning which is a designated sub-regional centre;
- Addressing land use compatibility and amenity;
- Addressing key environmental assets and bushfire risk; and
- Appropriate servicing.

Based on the above, the Amendment is consistent with the planning framework and is consistent with the principles of orderly and proper planning.



Adjoining development

## 4 AMENDMENT PROPOSAL

The Amendment proposes to rezone the site from 'Enterprise' to 'General Industry' to facilitate a farm supply centre.

The landowner seeks to develop a farm supply centre as a Total Ag Centre dealer. Total Ag Centre is a KIOTI tractor, Brookfield agriculture and Bad Boy mowers dealer. This is to complement the approved primary production (farm machinery) workshop on the site.

Parts inventory will be securely stored in the workshop. There will be no hazardous or dangerous goods stored on site.

The landowner proposes to assemble and pre-deliver new machines, test, service and repair new and used machinery. Parts and accessories will be stored and sold from the site.

Heavy vehicles such as tractors, headers, seeders and hay equipment will be present on site in both a sales stock capacity and also customer owned machines present for service and repair work.

New and used machinery will be displayed for sale in a designated organised parking area along the south eastern boundary fence adjacent to Cornwall Street.

Total Ag Centre expects to employ at least 10 staff members.

Future development and uses on the site will be subject to gaining necessary approvals from the Shire including development approval and as required, a building permit.

## 5 PLANNING CONSIDERATIONS AND PLANNING JUSTIFICATION

### 5.1 Overview

This section brings together an assessment of the site's attributes, the site's context and the planning framework in considering key planning matters and justifying the Amendment.

### 5.2 Appropriate Location for Farm Supply Centre

The site is appropriate for a farm supply centre and the General Industry zoning for reasons including:

- It is consistent with the planning framework including the Local Planning Strategy and aims of LPS5;
  - The locality contains a mix of land uses;
  - The use is complementary to adjoining and nearby uses;
  - It is an ideal location to establish a farm supply centre given it is near the State and regional road network;
  - Vehicles can enter and leave the site in a forward gear;
  - The site will be provided with appropriate on-site car parking;
  - Traffic impacts will be low and can readily be accommodated on local roads;
  - It is appropriately serviced;
  - The site has no environmental assets and future development will not create any adverse environmental impacts; and
  - The Shire has approved the farm machinery workshop.
- Based on the definition of 'farm supply centre' in LPS5, it is a low-key development with minimal amenity impacts. Any impacts can be effectively mitigated through design and operational practices;
  - The site is well-separated from Residential zoned land;
  - It is highlighted the Shire has approved a workshop (servicing and repairs of agricultural machinery). As part of the approval, the Shire was satisfied that noise impacts from the workshop are modest and can be addressed through development conditions;
  - The proposed farm supply centre will not create gaseous and particulate emissions;
  - There is no odour associated with the operations;
  - Dust associated with the premises is minimal and only occurs from the movement of heavy vehicles entering and leaving the site. Normal management measures will ensure that this is controlled to appropriate standards; and
  - Traffic generation will be modest.

Accordingly, the zoning will complement and not conflict with adjoining and nearby land uses. The Amendment represents a logical and sound planning outcome for the site.

### 5.4 Noise

The proposed farm supply centre will produce minimal noise impacts. Dealer owned and operated standard forklifts will be used, predominately inside the workshop. Any power equipment such as air compressors, power tools and such will be electric operated to reduce noise output.

While noting the above, all development is required to comply with the *Environmental Protection (Noise) Regulations 1997*.

### 5.5 Environmental Impact

The Amendment will create no environmental impacts. For instance, the

Further details relating to the site's suitability are outlined in this section and summarised in [Table 2](#).

### 5.3 Compatibility with Adjoining and Nearby Land Uses

The proposed farm supply centre will be compatible with adjoining and nearby land uses/development (see [Attachment 2](#)). The reasons include:

site has been previously cleared of native vegetation, the site is provided with an approved on-site sewage disposal system, noise will be effectively addressed and light-spill impacts can be effectively managed.

While noting that the site is within the 'trigger' distance associated with *State Planning Policy 5.4 Road and Rail Noise*, the proposed farm supply centre is not defined as a noise-sensitive land-use and therefore the provisions of the Policy do not apply.

### 5.6 Landscaping

The Shire development approval (see [Attachment 5](#)) requires preparation and implementation of a Landscaping Plan.

The landowner proposes to establish a row of trees along the northern boundary fence. Species of trees will be selected on low maintenance requirements, aesthetics and likelihood of retaining leaves and branches in a wind event. A grassed area adjacent to the southern boundary in the setback area of 3 metres between the boundary fence and the wall of the house/office will be propagated. The septic system leach drains will be located under the grass to provide an ongoing source of water and nutrients to sustain this lawn.

### 5.7 Vehicular Access and Car Parking

The site adjoins Beaufort Street and Cornwall Street. There are two existing crossovers, with associated gates, to Beaufort Street. Heavy vehicles will be entering and exiting on the easternmost gate, accessed from Beaufort Street, away from the higher speed and heavier trafficked Cornwall Street. An additional entrance to the lot closer to the intersection of Beaufort and Cornwall Streets, will serve as light vehicle access to the office, parts and sales area.

Vehicular access from the crossovers is appropriate and complies with sight distance standards which will facilitate safety for road users.

The largest heavy vehicles expected to frequent the site are divided into 2 categories:

- Delivery trucks bringing tractors, machinery, parts etc.; and
- Farm machinery such as tractors, combine harvesters or self-propelled boom sprays.

The delivery trucks have a Category 2 RAV rating, are predominantly B-doubles reaching up to 25 metres long. The average traffic of these vehicles will be 1-2 per month.

The farm machinery will have a Category 1 RAV rating. The longest being up to 15m long. Average traffic of machinery will be 1-2 machines a week, this could vary depending on seasonal timing and conditions.

Traffic impacts from the proposed farm supply centre will be modest. Traffic to/from the farm supply centre can readily be accommodated on local roads. Additionally, the existing road network and intersections have sufficient capacity to address traffic generation from the farm supply centre.

As outlined in [Attachment 5](#), the development plan shows approved carparking bays. Sufficient car parking for customers and staff will be provided on site. The final number of carparking bays and associated design will be determined and set by the Shire through the development approval.

### 5.8 Servicing

The site is already appropriately serviced. It is not envisaged that upgrading of services is required to facilitate the Amendment.

Waste water from the house will be managed by a double septic tank system with dual 9 metre leach drains.

### 5.9 Waste and Recycling Management

Light domestic waste will be managed via the use of a weekly Shire waste and recycling collection.

Larger industrial waste will be managed by the use of skip bins provided and serviced by Katanning Rubbish Bin Hire, collected on an as-needed basis.

Any fluid waste generated by the workshop will be stored in 1000 litre IBC containers and collected by statewide oil recyclers or Wren oil on an as-needed basis.

The landowner will seek Shire approval for a wash down pad at the northern end of the shed.

## 5.10 Supporting the Local Economy

The development is expected to employ 10 full-time staff plus part-time staff and trainees. The Total Ag Centre utilises local services and industries where available and practical. The operation provides benefits to the local community through direct and indirect employment opportunities and multiplier effects from the economic benefits flowing from the activities of Total Ag Centre.

## 5.11 Planning Justification

Strategic	Land Use Planning	Environment, Landscape and Heritage	Transport and Servicing	Economic and Community
<p>The Amendment is consistent with the State, regional and local planning framework including that it promotes economic development.</p> <p>Future development will reinforce Katanning as a sub-regional centre.</p>	<p>The site is well located for a farm supply centre including it is compatible with adjoining and nearby uses.</p> <p>The site is suitable and capable for a farm supply centre.</p> <p>Development will be effectively controlled through LPS5 provisions.</p>	<p>The site contains no environmental assets and will not create adverse environmental impacts.</p> <p>The site is located outside of the Bushfire Prone Area.</p> <p>Noting the existing development and site context, there are no landscape impacts and there are opportunities to introduce landscaping to enhance the area's amenity.</p>	<p>Traffic impacts can be readily accommodated on local roads.</p> <p>Car parking will be contained on-site.</p> <p>The site is appropriately serviced.</p>	<p>It will promote job creation and assist to diversify and grow the local economy.</p> <p>The proposal will assist to enhance Katanning through adding to its overall viability, vitality and prosperity and adding to the range of services that can be provided.</p>

In view of the above, the Amendment is consistent with the planning framework and the principles of orderly and proper planning.

## 6. CONCLUSION

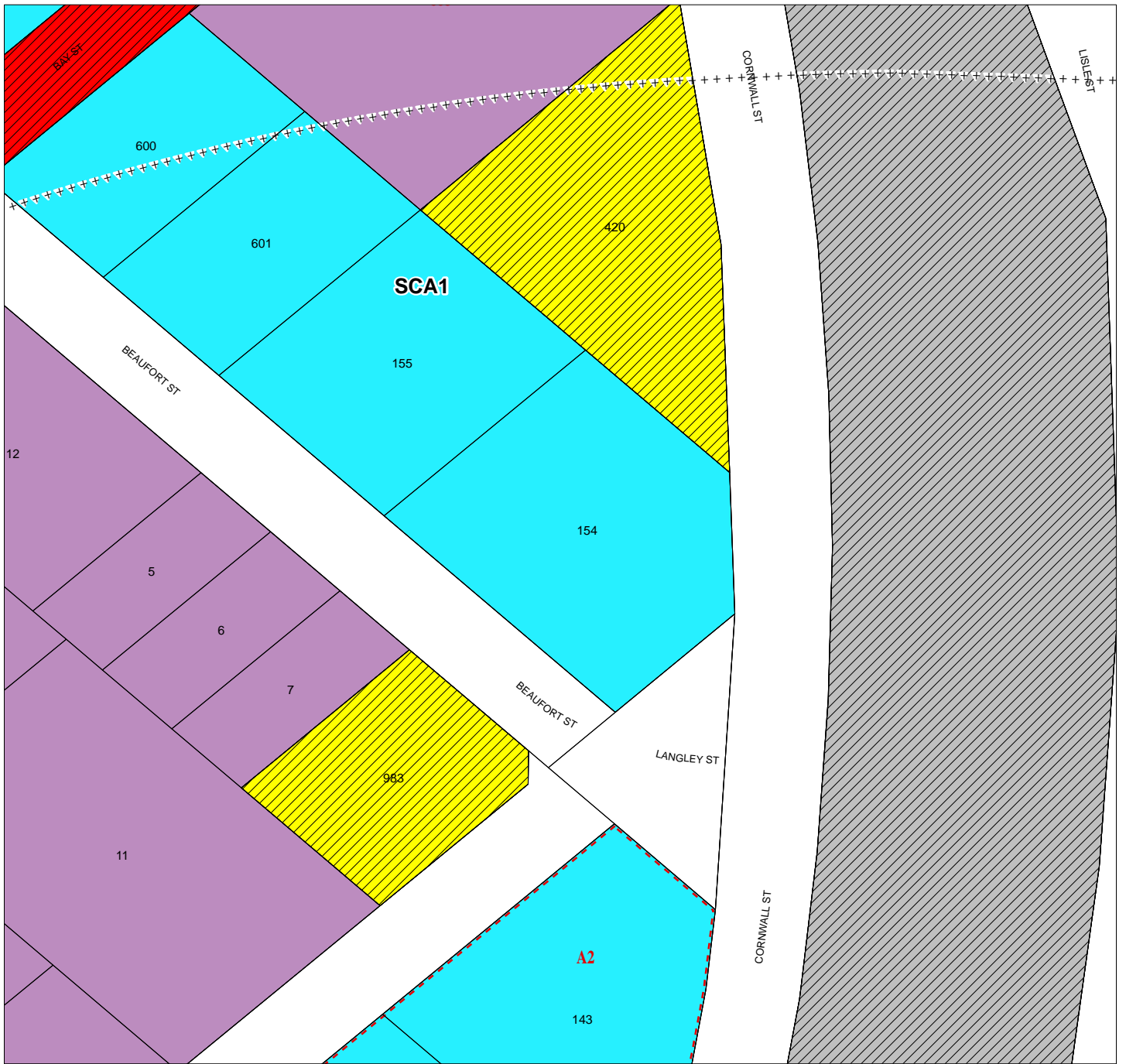
This report confirms that the Amendment is consistent with the planning framework, it respects the local context and the site is suitable to accommodate a farm supply centre.

The support of the WAPC and the Hon. Minister for Planning is requested to approve the Amendment to rezone Lot 154 (No. 58) Cornwall Street, Katanning from 'Enterprise' zone to 'General Industry' zone.

**PLANNING AND DEVELOPMENT ACT 2005**  
**RESOLUTION TO AMEND LOCAL PLANNING SCHEME**  
**SHIRE OF KATANNING LOCAL PLANNING SCHEME NO. 5**  
**AMENDMENT NO. 2**

Resolved that the Local Government pursuant to section 75 of the *Planning and Development Act 2005*, amend the above Local Planning scheme by:

1. Rezoning Lot 154 on Deposited Plan 222684 (No. 58) Cornwall Street, Katanning from 'Enterprise' zone to 'General Industry' zone.
2. Amend the Scheme Map accordingly.



**EXISTING SCHEME MAP**

**Legend**

- |                          |                                       |
|--------------------------|---------------------------------------|
| Cadastre                 | <b>LPS Zones</b>                      |
| <b>LPS Reserves</b>      | General industry                      |
| Primary distributor road | Enterprise                            |
| Local road               | <b>LPS Other Categories</b>           |
| Railways                 | Special Control Area - Infrastructure |
| Public purposes          |                                       |



Department of Planning,  
Lands and Heritage

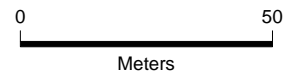


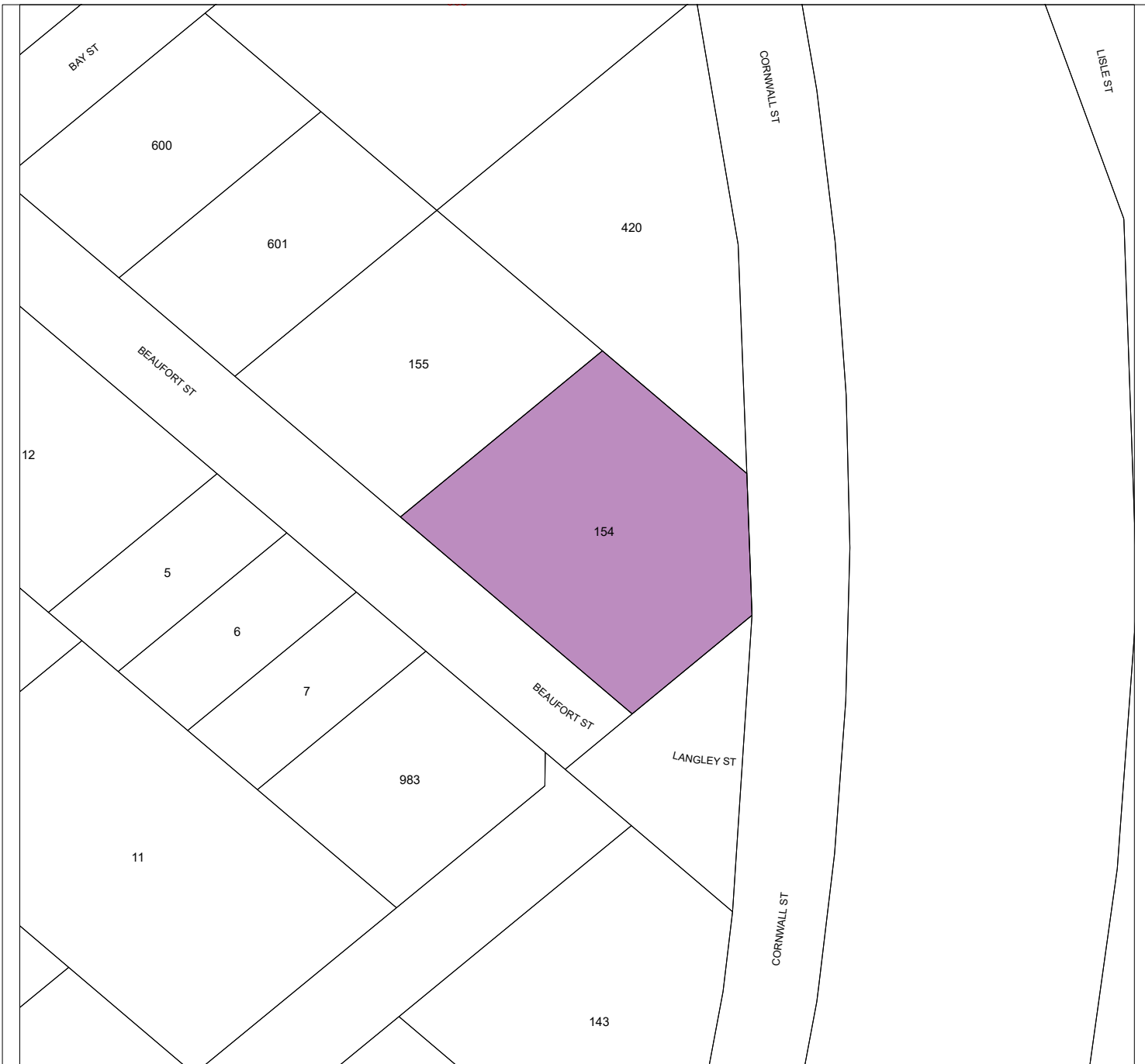
**Shire of Katanning**

Local Planning Scheme No. 5

Amendment No. 2


Produced by Data Analytics,  
Department of Planning, Lands and Heritage, Perth WA  
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Location information data licensed from Western Australian  
Land Information Authority (WALIA) trading as Landgate.






**PROPOSED SCHEME AMENDMENT MAP**

**Legend**

 Cadastre

**LPS Zones and Reserves Amendments**

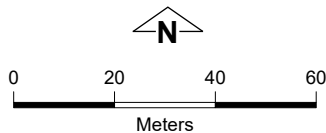
 General Industry



Department of Planning,  
Lands and Heritage



**Shire of Katanning**  
Local Planning Scheme No. 5  
Amendment No. 2



**COUNCIL ADOPTION**

This Standard Amendment was adopted and advertised by resolution of the Council of the Shire of Katanning at the Ordinary Meeting of the Council held on the 16<sup>th</sup> day of December 2025.

.....  
SHIRE PRESIDENT

.....  
CHIEF EXECUTIVE OFFICER

**COUNCIL RECOMMENDATION**

This Amendment is recommended for support by resolution of the Shire of Katanning at the Ordinary Meeting of the Council held on the ..... day of .....20[ year] and the Common Seal of the Shire of Katanning was hereunto affixed by the authority of a resolution of the Council in the presence of:

.....  
SHIRE PRESIDENT

.....  
CHIEF EXECUTIVE OFFICER

**WAPC ENDORSEMENT (r.63)**

.....  
DELEGATED UNDER S.16 OF THE  
*PLANNING AND DEVELOPMENT ACT 2005*

DATE .....

**APPROVAL GRANTED**

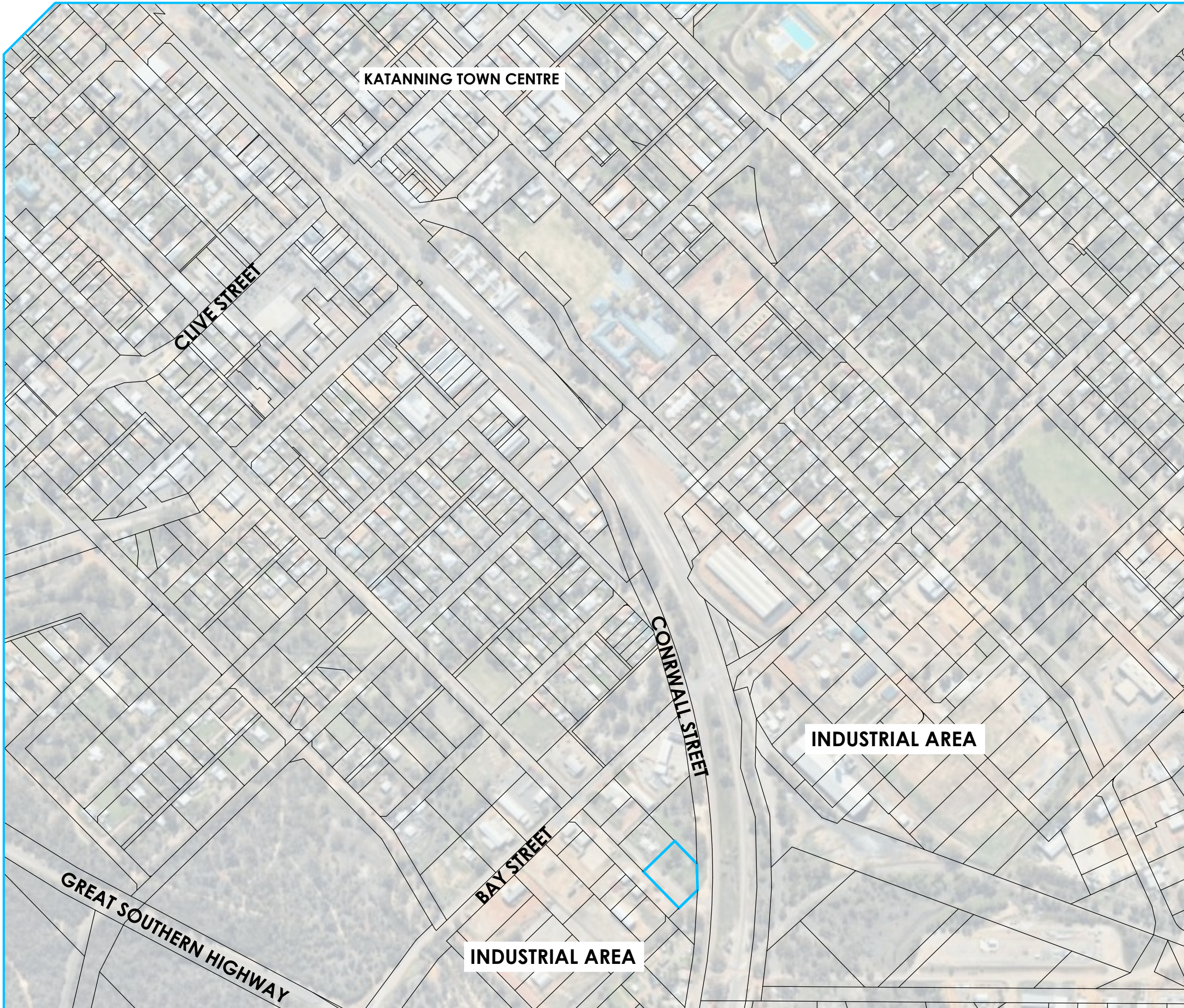
.....  
MINISTER FOR PLANNING

DATE .....

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# **ATTACHMENT 1**

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# LOCATION PLAN

58 Cornwall Street,  
 Katanning  
 Shire of Katanning

# LEGEND

— SUBJECT LAND

REV	DESCRIPTION
B	MINOR MODIFICATIONS
A	CONTEXT PLAN

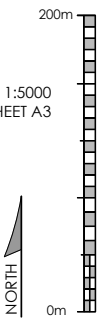
250926	250922
YYMMDD	SCALE 1:5000
	SHEET A3



Edge Planning & Property  
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DRAWING NUMBER	REV
EP 250910 2	B

Issued for design intent only.  
 All areas and dimensions are  
 subject to detail design + survey.



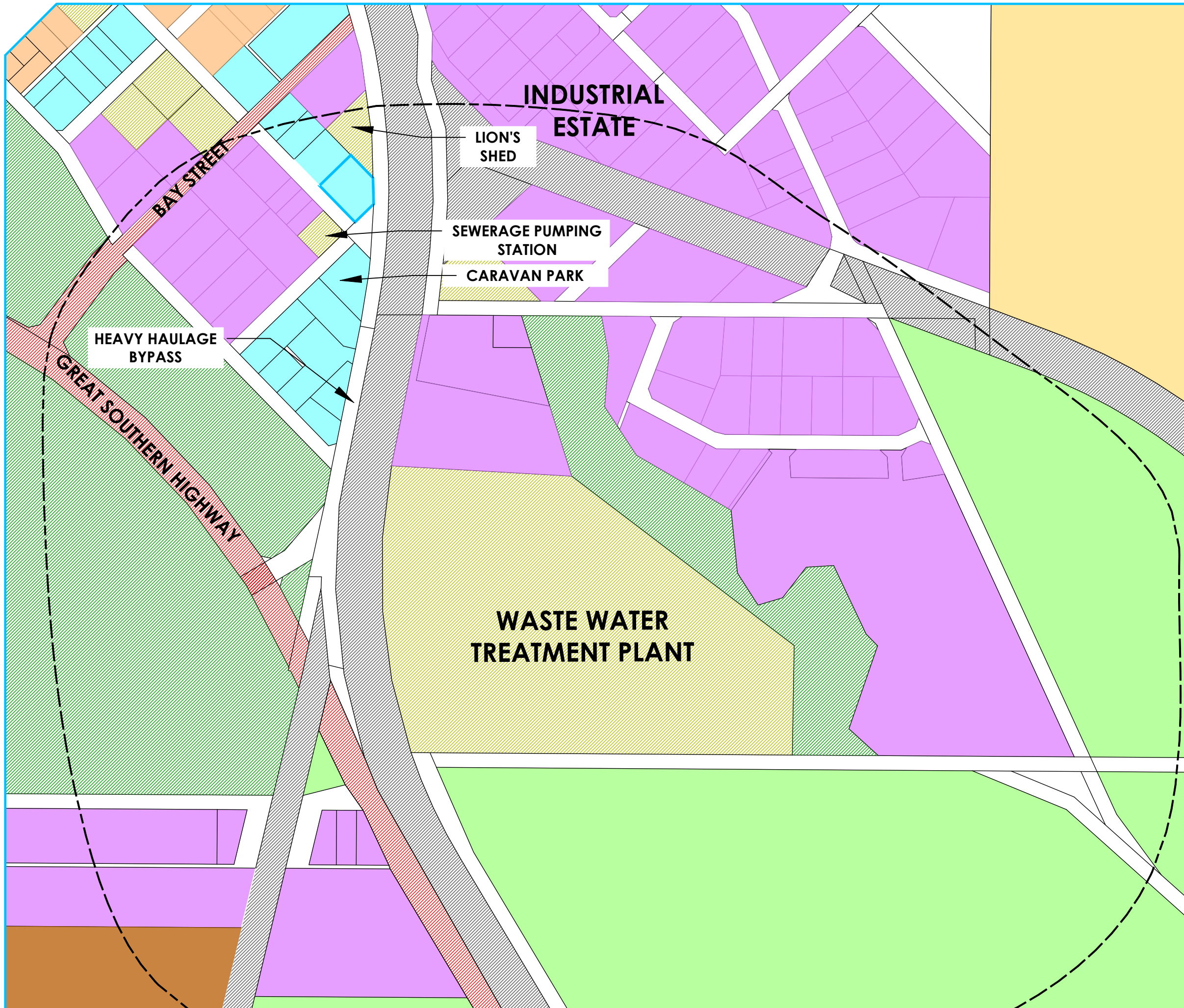
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# **ATTACHMENT 2**

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# CONTEXT PLAN

58 Cornwall Street,  
Katanning  
Shire of Katanning



## LEGEND

- SUBJECT LAND
- LOCAL SCHEME RESERVES**
- LOCAL ROAD
- PRIMARY DISTRIBUTOR ROAD
- PUBLIC OPEN SPACE
- PUBLIC PURPOSES
- RAILWAYS
- LOCAL SCHEME ZONES**
- ENTERPRISE
- RURAL
- RURAL RESIDENTIAL
- GENERAL INDUSTRY
- INDUSTRIAL DEVELOPMENT
- RESIDENTIAL
- OTHER CATAGORIES**
- SCA1 SPECIAL CONTROL AREA - INFRASTRCTURE

B	MINOR MODIFICATIONS	250926
A	CONTEXT PLAN	250922
REV	DESCRIPTION	YYMMDD

SCALE 1:5000
SHEET A3

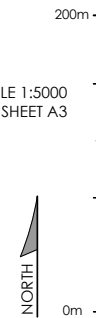


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DRAWING NUMBER  
EP 250910 1

REV  
B

Issued for design intent only.  
All areas and dimensions are  
subject to detail design + survey.



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# **ATTACHMENT 3**

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**PLANNING APPROVAL ONLY  
THIS IS NOT A BUILDING PERMIT**

WESTERN



AUSTRALIA

TITLE NUMBER	
Volume	Folio
<b>1120</b>	<b>952</b>

**RECORD OF CERTIFICATE OF TITLE  
UNDER THE TRANSFER OF LAND ACT 1893**

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

*BGRoberts*  
REGISTRAR OF TITLES 

**LAND DESCRIPTION:**

LOT 154 ON DEPOSITED PLAN 222684

**REGISTERED PROPRIETOR:  
(FIRST SCHEDULE)**

STEPHENS AG PTY LTD OF 14 WITHNELL ROAD WOODANILLING WA 6316  
(T P681350 ) REGISTERED 21/8/2023

**LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:  
(SECOND SCHEDULE)**

- 1. P681351 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA REGISTERED 21/8/2023.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required. Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

**STATEMENTS:**

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: 1120-952 (154/DP222684)  
PREVIOUS TITLE: 426-60  
PROPERTY STREET ADDRESS: 58 CORNWALL ST, KATANNING.  
LOCAL GOVERNMENT AUTHORITY: SHIRE OF KATANNING

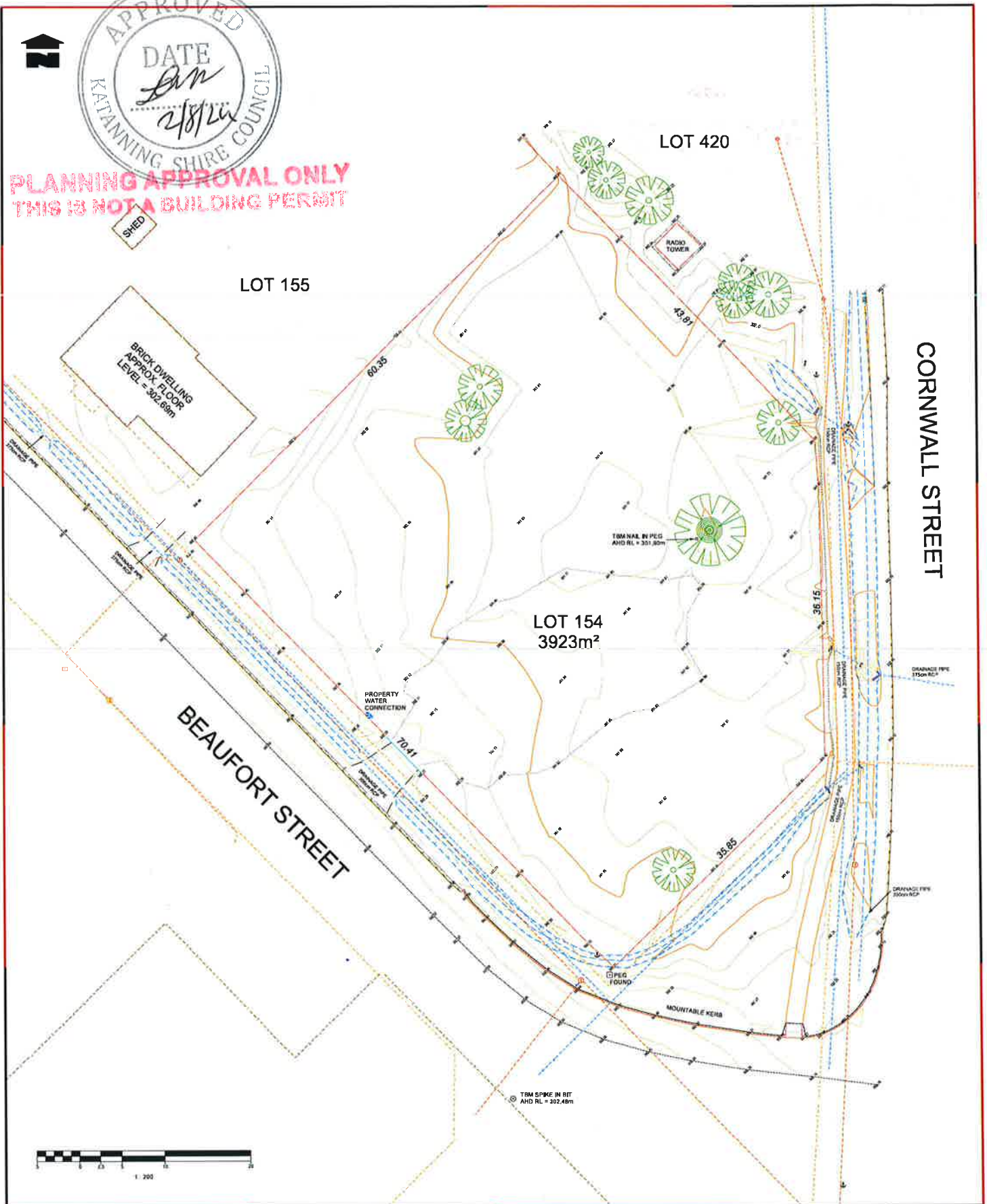
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# **ATTACHMENT 4**

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**PLANNING APPROVAL ONLY  
THIS IS NOT A BUILDING PERMIT**



### LOT 154 (#58) CORNWALL STREET, KATANNING FEATURE & CONTOUR SURVEY

JOB No:	5801	SURVEY DATE:	13/12/2023	ISSUE	DATE	TYPE	BY	CHKD
CLIENT:	D&K STEPHENS	COORDINATE SYSTEM:	MGA2020	A	03/01/2024	ORIGINAL ISSUE	SP	MA
AUTHORITY:	SHIRE OF KATANNING	HEIGHT DATUM:	AHD					
PLAN:	DP222684	SCALE:	1:200					
C/T VOL. FOL.:	1120/952	ORIGINAL SHEET SIZE:	A1					
DRAWING No:	DWG5801-01	<b>SEE LEGEND FOR IMPORTANT NOTES &amp; DISCLAIMERS</b>						



08 9842 3766



admin@35degreesouth.com.au



Argyle Building, 46 Stirling Terrace, Albany WA 6330  
Unit 2B, 113 Dempster Street, Esperance WA 6450



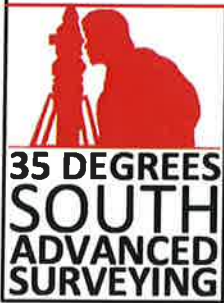


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# LEGEND

- CADASTRAL BOUNDARY - K
- BRICK PAVING - BP
- EDGE OF CONCRETE L/R - SE/SF
- BUILDING L/R - SY/SZ
- VERANDHA - SV
- SHED - HD
- STEPS OR STAIRS - SS
- RAMP - SR
- HANDRAIL - SH
- GATE - GG
- FENCE - F0
- KOPPA LOGGING FENCE - FC
- WALL L/R - SJ/SK
- RETAINING WALL L/R - SL/SM
- TREE CANOPY - GT
- BUSH-LINE - GS Hedge GH
- LAWN - GC
- GARDEN BED - GD
- 25252525 PARK BENCH / SEATING - BS
- BANK TOP L/R - NT/NU WG/WF
- BANK BOTTOM - NB
- RIDGE - NR
- LINE OF LEVELS - NO
- ROCK OUTCROP L/R - GQ/GR
- ROCK PITCHING - TR
- EDGE OF DRAIN L/R - DD/DE
- DRAIN - D0
- CULVERT (PIPE) - DC
- HEADWALL - DH
- EDGE OF WATER L/R - WL/WK
- CREEK UP/DOWNSTREAM - WB/WC WN/WM
- WET AREA - WA
- FOOTPATH - GF
- CENTRE OF ROAD - RC
- ON ROAD (SEALED STRING) - R0
- KERB TOP BACK OF - RK
- KERB BOTTOM / GULLY - RB
- PEDESTRIAN RAMP - RP
- EDGE OF DRIVEWAY - RD
- TRACK - RT
- EDGE OF BITUMEN - RE
- EDGE OF UNSEALED ROAD - RU
- SHOULDER - RS
- LANE MARKINGS (Single Solid Line) - RR
- LANE MARKINGS (1m Line With 3m Gap) - RV
- LANE MARKINGS (3m Line With 9m Gap) - RM
- OVERTAKING LANE (Solid Line & 3m Line) L/R - RJ/RO
- DOUBLE BARRIER LINE (Solid Lines) - RI
- PARKING BAY (REST AREA ETC) - RF
- GUARDRAIL - THRIE - BT
- SIGN MULTIPLE POLES - RN
- BUS SHELTER - SB
- ON RAIL - RY
- WATER PIPE - QW // HW // WP
- U/G DRAINAGE PIPE - QC // HC // DP
- U/G SEWER PIPE - QS // HS // DA
- U/G RETICULATION - QX // HX
- OVERHEAD POWER LINES - EA
- U/G ELECTRIC CABLE - QE // HE
- U/G GAS LINE - QG // HG
- GAS CYLINDER/TANK - EK
- U/G TELSTRA / OPTUS COPPER - QT // HT / QP // HP
- U/G TELSTRA / OPTUS OPTIC FIBRE - QV // HV / QO // HO
- U/G UNKNOWN U/G SERVICE - QU // HU

- ⊕ ALIGNMENT CONTROL POINT (RRM) - PAC
- ⊙ BENCHMARK - PBM
- ⊠ CADASTRAL PEG or POST - POP
- ⊙ PEG - PPG
- ⊠ PHOTO POINT - PPH
- ⊙ SPRING HEAD NAIL - PSH
- ⊙ STAR IRON PICKET - PSI
- ⊙ SPIKE - PSK
- △ STANDARD SURVEY MARK (SSM) - PSM
- △ MINOR CONTROL POINT - PSS
- ⊠ TEMPORARY BENCHMARK - PTB
- ☀ GRASS TREE / PALM - PBB/PLM
- 🌿 BUSH - PBU
- 🌳 TREE 0.1-0.3m TRUNK DIA - PTA
- 🌳 TREE 0.3-0.5m TRUNK DIA - PTD
- 🌳 TREE 0.5-1.0m TRUNK DIA - PTF
- 🌳 TREE >1.0m TRUNK DIA - PTG
- ⊙ TREE STUMP - PTY
- ⊠ BOLLARD - PBL
- ⊠ FLAGPOLE - PFG
- ⊠ MAIL BOX - PMB
- ⊠ LITTER BIN - PLB
- ⊠ SIGN ONE POLE - PIS
- ⊠ FINGER SIGN - PFS
- ⊠ SLK POST - PRK
- ⊠ BUS STOP - PBS
- ⊙ WATER METER - PWM
- ⊠ WATER TAP - PWT
- ⊠ STOP VALVE - PSV
- ⊠ FLUSHING POINT - PWF
- ⊠ WATER MAIN MARKER - PWR
- ⊠ STANDPIPE - PST
- ⊠ BOREHOLE/WATER BORE - PBH
- ⊠ SEWER INSP. SHAFT/PROPERTY CONN. - PSA/PPC
- ⊠ SEWER VENT - PSW
- ⊠ FIREHOSE REEL - PFH
- ⊠ HYDRANT (GROUND) - PHG
- ⊠ HYDRANT PILLAR - PHP
- ⊠ RETIC CONTROL VALVE - PSU
- ⊠ METER BOX - PBO
- ⊠ ELECTRIC POWER DOME - PED
- ⊠ ELECTRIC CABLE MARKER - PSC
- ⊠ POWER POLE - PPP
- ⊠ ELECTRIC SUPPLY POLE - PPE
- ⊠ STAY POLE - PSP
- ⊠ STEEL WIRE ANCHOR - PWA
- ⊠ GAS VALVE - PGV
- ⊠ GAS MARKER - PGM
- ⊠ TELSTRA PIT or BOX - PPB
- ⊠ TELSTRA MARKER - PTM
- ⊠ TELSTRA ELEVATED JOINT - PTJ
- ⊠ GULLY - DG
- ⊠ SIDE ENTRY PIT - DX
- ⊠ DRAINAGE MANHOLE - DW
- ⊠ SEWERAGE MANHOLE - DS
- ⊠ ELECTRIC MANHOLE - EU
- ⊠ TELSTRA MANHOLE - VM
- ⊠ UNDEFINED MANHOLE - DU
- ⊠ RAIL CABLE MANHOLE - DZ



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Argyle Building, 46 Stirling Terrace, Albany WA 6330  
Unit 2B, 113 Dempster Street, Esperance WA 6450

**Disclaimer**  
35 Degrees South has taken due care in the preparation of this drawing, but accepts no responsibility for any inaccuracy of the high water mark position or the cadastral information, nor inappropriate use of this information. The cadastral and high water mark location are obtained from landgate's digital cadastral database no responsibility can be accepted for any damage caused to any underground service or any loss or injury so suffered if inquiry and verification have not been completed in accordance with this note.

The information shown on this drawing is current as at the date of survey. Earthworks/setout dimensions may vary on site at builders discretion. Sewer/drainage may vary from schematic presentation. Check minimum clearance. Retaining not included/in addition to contract remains owners responsibility. For easements check Certificate of Title. This is a site survey only, the location of boundary pegs or fences in relation to boundary is not guaranteed.

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# **ATTACHMENT 5**

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**NOTICE OF DETERMINATION ON APPLICATION FOR DEVELOPMENT APPROVAL**

***Planning and Development Act 2005***

**LOCAL PLANNING SCHEME NO.5**

**PROPERTY ADDRESS:** No.58 Cornwall Street, Katanning

**LOT:** 154      **DIAGRAM/PLAN:** 222684      **CT VOLUME NO:** 1120      **CT FOLIO NO:** 952

**Assessment Number:** A25

**Application Date:** 5 March 2024

**Received on:** 15 April 2024

**Reference Numbers:** PA/24/30 & KA 202324036

**Description of Proposed Development:**

- i) Clearing of all existing vegetation on the land and subsequent earthworks, including fill up to 700mm in select locations, to match the existing ground levels of the adjacent road reserves where required;
- ii) Construction and use of a proposed new 494.19m<sup>2</sup> steel framed, Colorbond clad shed and associated outrigger structure that will be used as a workshop for the servicing and repair of agricultural machinery from Monday to Friday from 8am to 5pm and 8am to 12pm on Saturdays subject to seasonal demand;
- iii) Construction and use of a proposed new 40m<sup>2</sup> steel framed and clad incidental office and staff accommodation building including a 15.49m<sup>2</sup> verandah structure along the building's frontage;
- iv) Installation of a proposed new effluent disposal system comprising septic tanks and leach drains adjacent to the proposed shed and incidental office and staff accommodation building;
- v) Construction of two (2) new 8 metre wide concrete crossovers, associated drainage culverts and double access gates along the land's Beaufort Street frontage for vehicle access purposes;
- vi) Construction of new internal driveways and two (2) separate associated on-site parking areas comprising compacted gravel in close proximity to the land's Beaufort Street frontage;
- vii) Installation of two (2) new 25,000 litre rainwater tanks at the rear of the proposed shed (i.e. machinery workshop building) for stormwater drainage management purposes;
- viii) Installation of landscaping along the land's northern side boundary and front setback area along its Beaufort Street frontage; and
- ix) Installation and display of one (1) new 2.88m<sup>2</sup> wall mounted advertising sign on the external façade of the proposed shed (i.e. workshop building).

.....  
The application for development approval is **Approved** subject to the following conditions and advice notes:

**Conditions**

1. **The proposed development shall be undertaken strictly in accordance with the information and plans submitted in support of the application subject to any modifications required as a consequence of any condition/s of this approval or otherwise approved by the local government.**
2. **Any additional development which is not in accordance with the application the subject of this approval or any condition of approval will require the further approval of the local government.**
3. **The proposed development shall be substantially commenced within a period of two (2) years from the date of this approval. If the development is not substantially commenced within this period it shall not be carried out without the further approval of the local government having first being sought and obtained.**

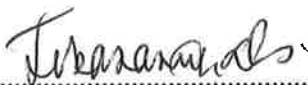
4. Prior to the commencement of development a Noise Management Plan prepared by a suitably qualified acoustic consultant or detailed design drawings for the proposed new dwelling prepared by an architectural draftsman demonstrating compliance with the 'quiet house' design requirements and standards of State Planning Policy 5.4 entitled 'Road and Rail Noise' shall be submitted to the local government for consideration of endorsement by the local government's Chief Executive Officer.
5. Prior to the commencement of development a revised, suitably scaled site development plan that provides for the reorientation of the proposed new shed (i.e. workshop building) 90 degrees so its major openings face the land's Cornwall Street frontage shall be prepared and submitted to the local government for consideration of endorsement by the local government's Chief Executive Officer.
6. Prior to the commencement of development a revised, suitably scaled site development plan showing exactly what's proposed with respect to all future on-site parking, including vehicle access arrangements thereto, and demonstrating compliance with Australian Standard AS/NZS 2890.1:2004 entitled 'Parking Facilities – Off-Street Car Parking' (as amended) shall be prepared and submitted to the local government for consideration of endorsement by the local government's Chief Executive Officer. The revised plan required by this condition must provide a minimum of fifteen (15) on-site parking bays to ensure the future anticipated parking demand likely to be generated by the proposed development can be accommodated on the land.
7. Prior to the commencement of development a revised, suitably scaled site development plan as well as floorplan and elevation drawings for the proposed new single house demonstrating compliance with the deemed-to-comply requirements of the Residential Design Codes (Volume 1) as they apply specifically to primary street setbacks, accept that a setback of 3 metres will be allowed from Beaufort Street, outdoor living areas and external fixtures, utilities and facilities shall be prepared and submitted to the local government for consideration of endorsement by the local government's Chief Executive Officer.
8. A detailed, suitably scaled Landscaping Plan, including ongoing maintenance regimes, shall be prepared and submitted to the local government for consideration of endorsement by the local government's Chief Executive Officer prior to occupation and use of the proposed development.
9. The Landscaping Plan required by Condition 8 of this approval must be implemented in full (i.e. planting) by no later than 30 June 2025, unless otherwise approved by the local government's Chief Executive Officer, including all ongoing maintenance requirements thereafter for the life of the development.
10. Prior to the commencement of development a detailed Stormwater Drainage Management Plan shall be prepared by a suitably qualified person and submitted to the local government for consideration of endorsement by the local government's Chief Executive Officer.
11. The Stormwater Drainage Management Plan required by Condition 10 of this approval must be implemented in full prior to occupation and use of the proposed development, including all ongoing maintenance requirements thereafter for the life of the development.
12. The land shall be filled, stabilised, drained and/or graded as required prior to occupation and use of the proposed development to ensure that:
  - a) finished ground levels at the boundaries of the lot the subject of this approval match or otherwise coordinate with the existing and/or proposed finished ground levels of the land abutting; and
  - b) stormwater is contained on-site and/or appropriately treated and connected to the local drainage system.
13. All proposed new on-site parking bays and associated driveways, including all associated stormwater drainage infrastructure, shall be constructed prior to occupation and use of the proposed development.

14. The proposed new driveway crossovers along the land's Beaufort Street frontage shall be constructed to the specifications and satisfaction of the local government, in accordance with all relevant engineering requirements and design guidelines, prior to occupation and use of the proposed development.
15. The existing driveway crossover along the land's Beaufort Street frontage shall be decommissioned in its entirety and the associated road verge area reinstated to the specifications and satisfaction of the local government's Chief Executive Officer prior to occupation and use of the proposed development.
16. The proposed development shall be served by electricity, a reticulated water supply service, and reticulated sewerage disposal infrastructure prior to its occupation and use.
17. The proposed development shall be provided with a suitable on-site effluent disposal system, as determined by the local government's Environmental Health Officer or the Executive Director of Public Health, prior to its occupation and use.
18. All bin and refuse storage areas shall be located, constructed, drained, paved and screened from public view to the satisfaction of the local government's Chief Executive Officer in consultation with the local government's Environmental Health Officer and permanently retained for that exclusive use.
19. The washdown of any bins, vehicles, machinery, equipment and/or parts stored on the land must be undertaken within a dedicated washdown bay/s constructed to the specifications and satisfaction of the local government's Environmental Health Officer.
20. All external surfaces of the proposed new buildings and rainwater tanks shall be clad with new, non-reflective materials only.
21. The proposed new single house/office and rainwater tanks must be finished using materials and colours that complement the proposed new shed (i.e. workshop building).
22. The proposed new single house/office may only be occupied by the landowner, lessee or manager or employee/s of the business operating on the land.
23. The proposed wall mounted advertising sign shall be maintained in a neat, tidy, functional and safe condition at all times to the specifications and satisfaction of the local government's Chief Executive Officer. No other advertising signage is permitted without the local government's development approval.
24. In the event the proposed wall mounted advertising sign or any other approved advertising signage is damaged, vandalised and/or falls into a state of disrepair it shall be repaired, removed or replaced within fourteen (14) days of receipt of written notice from the local government.
25. All external lighting shall be designed, baffled and located to prevent any light spill onto adjoining and other nearby properties as well as motorists on Beaufort and Cornwall Streets in accordance with Australian Standard AS4282-1997 entitled 'Control of the Obtrusive Effects of Outdoor Lighting' to the satisfaction of the local government.
26. The site shall be maintained in a neat and tidy condition at all times to the specifications and satisfaction of the local government's Chief Executive Officer.

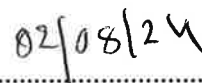
#### Advice Notes

1. This approval is not an authority to ignore any constraint to development on the land which may exist through contract or on title, such as an easement or restrictive covenant. It is the responsibility of the applicants/landowner and not the local government to investigate any such constraints before commencing development. This approval will not necessarily have regard to any such constraint to development, regardless of whether or not it has been drawn to the local government's attention.

2. This is a development approval of the Shire of Katanning under its Local Planning Scheme No.5. It is not a building permit or an approval to commence or carry out development under any other law. It is the responsibility of the applicants/landowner to obtain any other necessary approvals, consents, permits and licenses required under any other law, and to commence and carry out development in accordance with all relevant laws.
3. An 'Application to Construct or Install an Apparatus for the Treatment of Sewage' prepared pursuant to the specific requirements of the *Health (Treatment of Sewage and Disposal of Effluent and Liquid Waste) Regulations 1974* must be prepared and submitted to the local government's Environmental Health Officer or the Executive Director of Public Health for consideration and determination prior to preparation and lodgement of a building permit application.
4. In accordance with the *Building Act 2011* and *Building Regulations 2012*, a suitable building permit application for all proposed new structures must be submitted to and approved by the local government's Building Surveyor prior to the commencement of any construction or earthworks on the land.
5. All proposed new structures the subject of this approval are required to comply in all respects with the National Construction Code of Australia. Plans and specifications which reflect these requirements are required to be submitted with the building permit application.
6. No construction works shall commence on the land prior to 7am without the local government's written approval. No construction works are permitted on Sundays or Public Holidays.
7. The noise generated by any activities on-site shall not exceed the levels as set out under the *Environmental (Noise) Regulations 1997*.
8. The proposed development must be managed at all times in accordance with the requirements of the Shire of Katanning Health Local Laws (as amended). The applicants/landowner are advised to contact the local government's Environmental Health Officer for further information and advice in this regard.
9. The applicants/landowner are responsible for ensuring the correct siting of the development on the land the subject of this approval, including fill and final finished floor levels. An identification survey demonstrating correct siting and setbacks of structures, fill and final floor levels may be requested by the local government to ensure compliance with this determination notice and all applicable provisions.
10. Failure to comply with any of the conditions of this development approval constitutes an offence under the provisions of the *Planning and Development Act 2005* and the Shire of Katanning Local Planning Scheme No.5 and may result in legal action being initiated by the local government.
11. If the applicants/landowner are aggrieved by this determination there is a right of review by the State Administrative Tribunal in accordance with the *Planning and Development Act 2005* Part 14. An application must be submitted within 28 days of the determination.



Jiban Das  
GENERAL MANAGER  
INFRASTRUCTURE & STRATEGY  
For and on behalf of the Shire of Katanning

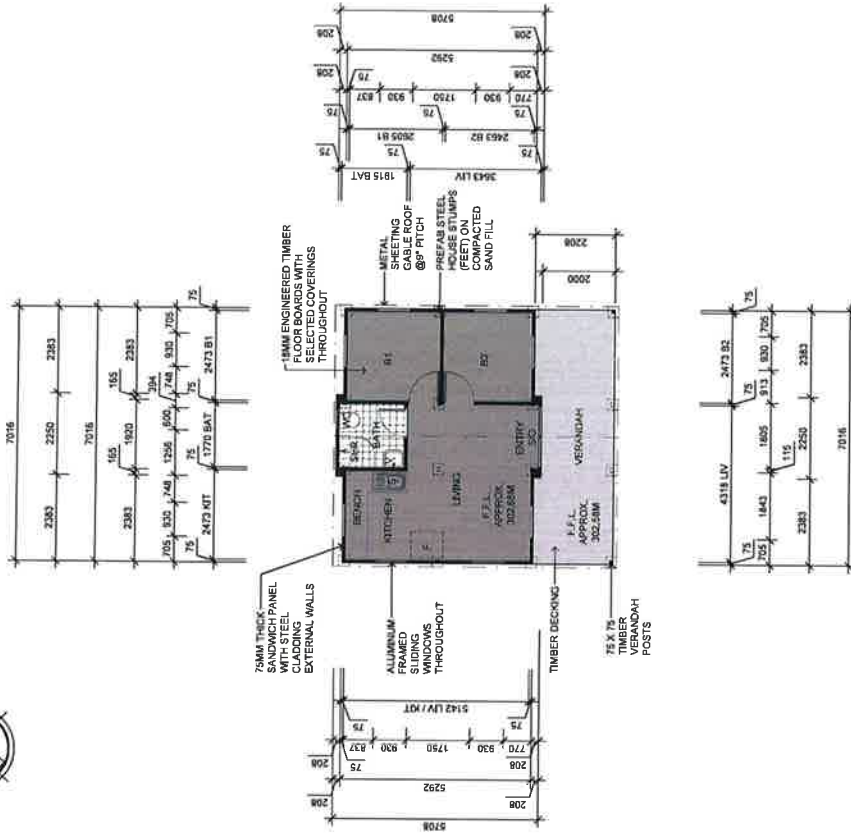


DATE

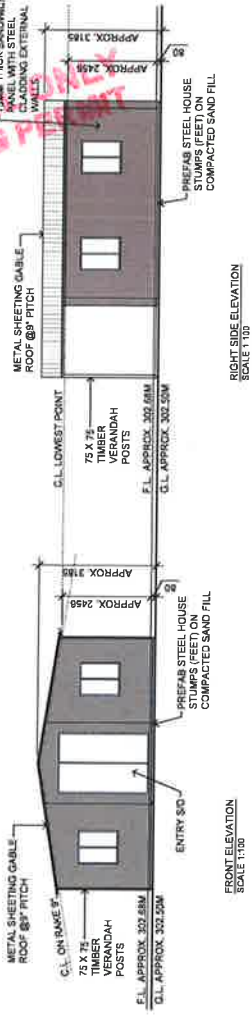




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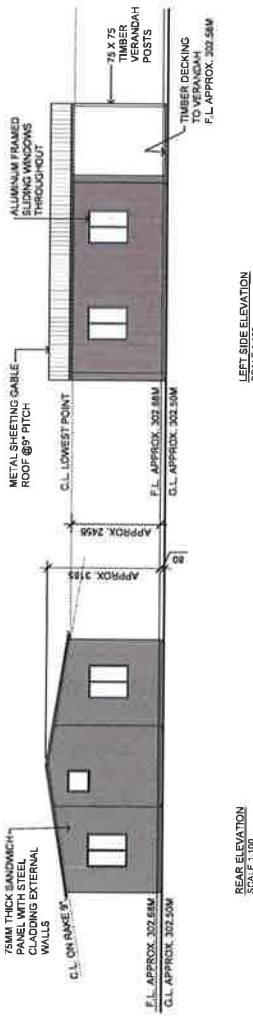


FLOOR PLAN  
SCALE 1:100



FRONT ELEVATION  
SCALE 1:100

RIGHT SIDE ELEVATION  
SCALE 1:100



REAR ELEVATION  
SCALE 1:100

LEFT SIDE ELEVATION  
SCALE 1:100

- NOTES:
1. ALL DIMENSIONS ARE IN MM UNLESS SHOWN.
  2. COLOURS ARE FOR INFORMATION ONLY.
  3. THIS DWELLING IS PREFABRICATED STRUCTURE AND DETAILS ARE NOTIONAL ON THIS DRAWING, AND MAY BE SUBJECT TO CHANGE AS SPECIFIED BY THE BUILDING CONTRACTOR.
  4. ALL STRUCTURAL DETAILS AND SIZES TO BE COVERED BY PRIOR TO CONSTRUCTION OR COUNCIL APPROVED BY CERTIFIED ENGINEER.

Project: PROPOSED DEVELOPMENT OF AGRIBUSINESS PREMISES AT: TOTAL AG CENTRE 10 CORNWALL STREET KATANNING WA 6317	Client: DAMEN AND KATHIA STEPHENS PO BOX 88 WOODHALLING WA 6316	Scale: 1:100	Drawn: G. BOETEL
	Check: FEBRUARY 2024	Job No: STEPHR2024	Rev. No. DATE
CAD DRAWING DO NOT MANUALLY AMEND		A2 SHEET	REV A
DRG. NO. A-2		REVISIONS	

BOETEL DRAFTING AND ARCHITECTURE  
7 ADAM STREET  
KATANNING  
WESTERN AUSTRALIA 6317  
PHONE 941932388  
EMAIL boetel@bigpond.net.au



BOETEL DRAFTING  
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7 ADAM STREET  
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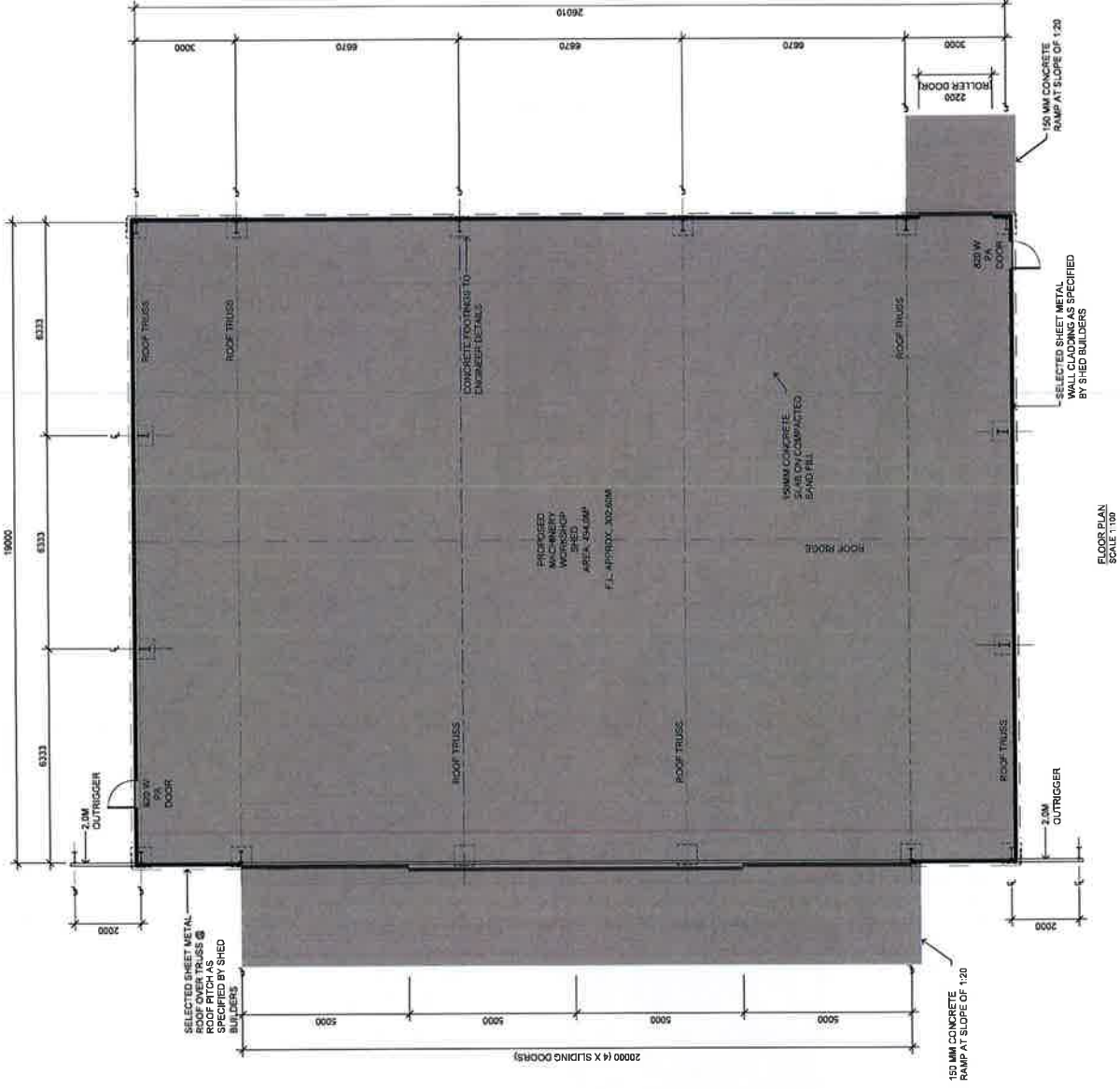
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- NOTES**
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  2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
  3. NO DIMENSIONS OR DETAILS ARE NOTATIONAL ON THIS DRAWING AND MAY BE SUBJECT TO CHANGE AS SPECIFIED BY THE SHED BUILDING COMPANY AND OWNERS.
  4. ALL STRUCTURAL DETAILS AND SIZES TO BE CONFIRMED PRIOR TO CONSTRUCTION OR COUNCIL APPROVED BY CERTIFIED ENGINEER.

**bd**  
 BOETEL DRAFTING  
 ABN 46620812699  
 7 ADAM STREET  
 KATANNING  
 WESTERN AUSTRALIA 6317  
 PHONE 0419395881  
 EMAIL bob@bpdrafting.net.au

THESE DRAWINGS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IF USED FOR CONSTRUCTION, THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR LOCAL CODE COMPLIANCE. DRAWINGS ARE SHOWN IN ACCORDANCE WITH COMMON BUILDING PRACTICES AND LOCAL CODES. NONE OF THE EMPLOYEES OR REPRESENTATIVES OF BOETEL DRAFTING SHALL BE HELD RESPONSIBLE FOR ANY CONSTRUCTION IF DIMENSIONS AND SPECIFICATIONS ARE NOT VERIFIED BY CLIENT AND/OR CONTRACTOR BEFORE ANY COMMENCEMENT OF WORK. BOETEL DRAFTING ACCEPTS NO LIABILITY FOR CHANGES AND/OR REVISIONS MADE TO PLANS BY CLIENT AND/OR CONTRACTOR.



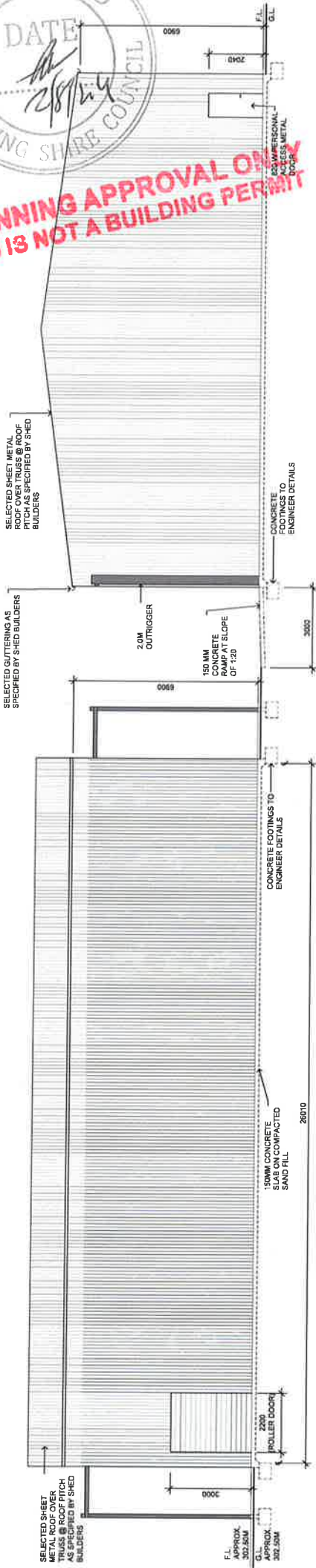
FLOOR PLAN  
 SCALE 1:100

CAD DRAWING DO NOT MANUALLY AMEND

Project: PROPOSED DEVELOPMENT OF AGRIBUSINESS PREMISES AT: TOTAL AG CENTRE LOT 154 154 ADAM STREET KATANNING WA 6317		Client: SHED - FLOOR PLAN	Scale: 1:100	Drawn: G. BOETEL	Checked: STEPH224
Sheet: GAMES AND KAMILA STEPHENS PO BOX 68 WOODANILING WA 9118	Date: FEBRUARY 2024	Drawn No.: STEPH224	Date: 22-02-2024	Original Drawing	Original Drawing
DRG. NO. A-3		REV. NO. A		REV. DATE	
A2 SHEET		A		A	
REVISIONS		A		A	

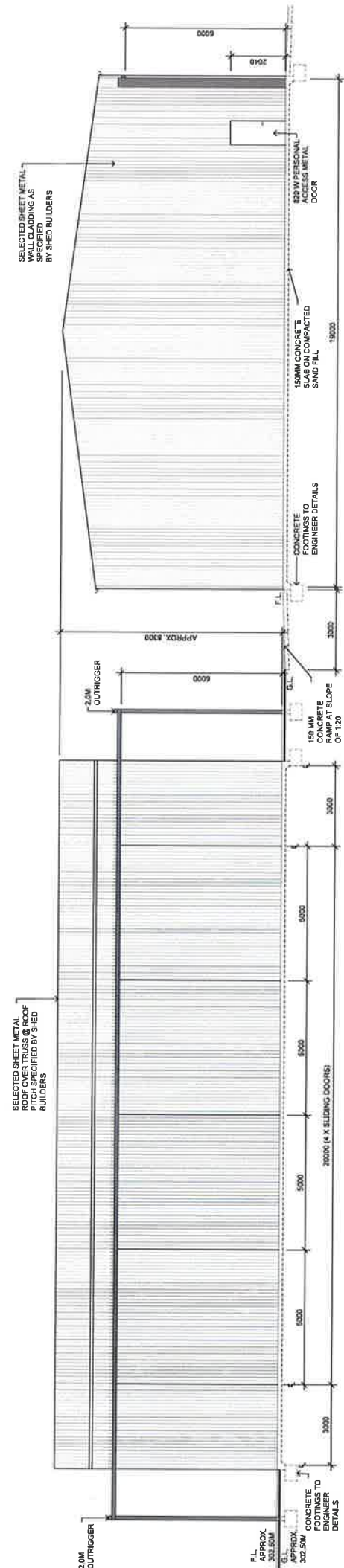


**PLANNING APPROVAL ONLY  
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REAR ELEVATION  
SCALE 1:100

RIGHT SIDE ELEVATION  
SCALE 1:100



FRONT ELEVATION  
SCALE 1:100

LEFT SIDE ELEVATION  
SCALE 1:100

- NOTES:**
1. ALL DIMENSIONS ARE IN MM UNLESS SHOWN.
  2. DO NOT SCALE FROM THE DRAWINGS.
  3. ALL SHED CONSTRUCTION DETAILS ARE NOTIONAL ON THESE DRAWINGS AND TO BE SPECIFIED BY THE SHED BUILDING COMPANY AND OWNERS.
  4. ALL STRUCTURAL DETAILS AND SIZES TO BE CONFIRMED BY THE SHED BUILDING COMPANY OR COUNCIL APPROVED BY A CERTIFIED ENGINEER.

**BOETEL DRAFTING**  
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EMAIL boetel@boeteldrafting.com.au

CAD DRAWING DO NOT MANUALLY AMEND

REV. No.	DATE	Original Drawing
A	22-02-2024	Original Drawing

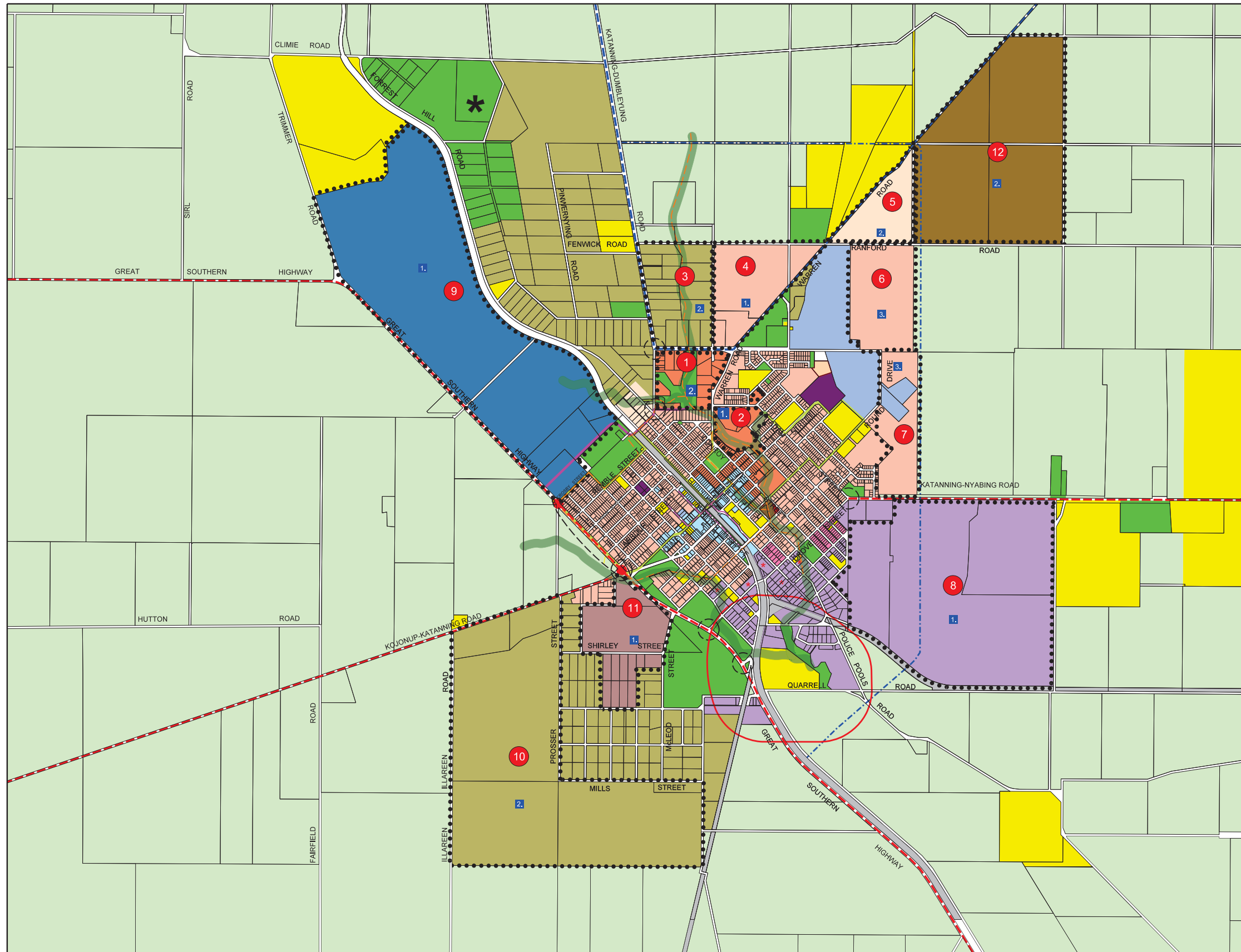
Project: PROPOSED DEVELOPMENT OF AGRIBUSINESS PREMISES AT: TOTAL AG CENTRE LOT 154 21 CORNWALL STREET KEMANNING WA 6177	Client: DAMEN AND KAHUA STEPHENS MOONBELLING WA 6315	Comments: SHED - ELEVATIONS	Scale: 1:100	Drawn: G. BOE TEL	Checked: G. BOE TEL	<b>A2 SHEET</b>
		Date Iss: FEBRUARY 2024	Job No: STEP40224			REV A
		Drawn By: G. Boetel	Checked By: G. Boetel			<b>DRG. NO. A-4</b>

REVISIONS

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# **ATTACHMENT 6**

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**DIA Purpose**

- 1 To provide for consolidation of urban land as a transitional link to proposed new northern residential area
- 2 To provide for a mix of residential development including medium density housing and potential aged accommodation around a high amenity lake and parkland revitalisation.
- 3 To consolidate the rural residential entry along Katanning-Dumbleyung Road and provide for re-subdivision of existing lots.
- 4 To provide for primary residential expansion
- 5 To provide for special residential (2,000 to 4,000m<sup>2</sup> lots) to consolidate the eastern margins of the townsite.
- 6 7 To provide for residential areas to consolidate the eastern margins townsite.
- 8 To provide for industrial expansion based around the new sales yards and existing rural service industries.
- 9 To provide limited industrial expansion to facilitate complementary land use to WAMMCO.
- 10 To consolidate and redevelop existing rural residential areas.
- 11 To provide opportunities for a range of uses including (but not limited to) low density residential, low cost temporary workers, migrant, student and separate mine accommodation.
- 12 To provide a new form of rural living in the form of Rural Small Holdings to broaden the range of lifestyle opportunities provided within Katanning and a transitional land use between proposed urban expansion and conventional rural land use.

**Structure Planning**

DIA's are to be subject to structure planning prior to subdivision and development unless as provided for by the LPS.

**Adoption**

Prepared and adopted pursuant to Regulation 12A (1) of the Town Planning Regulations 1967 by resolution of the local government of the Shire of Katanning at the Meeting of the local government held on the \_\_\_\_ day of \_\_\_\_.

\_\_\_\_\_  
SHIRE PRESIDENT  
\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

Certified by the WAPC on \_\_\_\_/\_\_\_\_/\_\_\_\_ pursuant to Regulation 12B (1) of the Town Planning Regulations 1967.

**Final Approval**

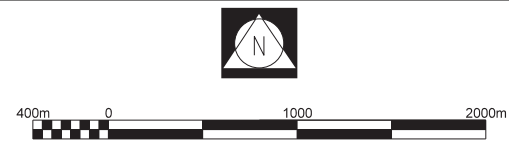
Adopted pursuant to Regulation 12B (3) of the Town Planning Regulations 1967 by resolution of the Shire of Katanning at the Meeting of the local government held on the \_\_\_\_ day of \_\_\_\_.

\_\_\_\_\_  
SHIRE PRESIDENT  
\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

Endorsed by the WAPC on \_\_\_\_/\_\_\_\_/\_\_\_\_ under Regulation 12B (4) of the Town Planning Regulations 1967.

DATE

**SHIRE OF KATANNING  
LOCAL PLANNING STRATEGY  
STRATEGY PLAN 2**



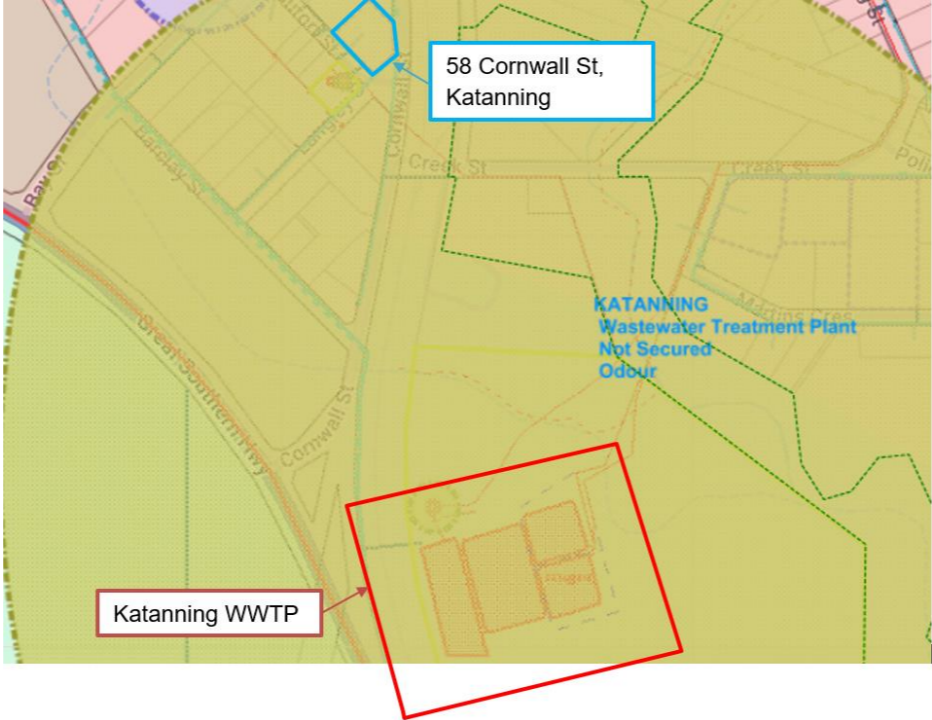
**Legend**

--- Local Government Boundary	--- Multi Use Corridor	--- Long Term Freight Route	■ Abattoir and Rural Industries	■ Community Centre
--- Highway and Major Roads	--- Green Link Enhancements	--- Water Corporation Waste Water Treatment Plant Odour Buffer	■ General Agriculture	■ Conservation, Residential, Short stay and Workers Accommodation
--- District Local Roads	● Entry Node	--- Road / Intersection Upgrades	■ Industrial	■ Church and Private Education
--- Katanning Dumbleyung Truck Route	■ Priority for DIA Development (in decreasing order of priority 1 to 3)	■ Land Use Designations	■ Composite Industry	■ Town Centre
--- Heritage Trail	■ DIA areas	■ Residential	■ Civic and Community Uses	■ Parks and Recreation
--- Townsite Boundary	■ Existing Industrial Areas to be reviewed as part of scheme review	■ Residential Infill	■ Low Density Residential	■ Private Club
--- ActMty/Exercise Trail		■ Rural Residential	■ Rural Small Holding	
★ Speedway				

## Review of Submissions

### Scheme Amendment No.2 - Lot 154 Cornwall Street, Katanning

Submission	Summary of comments	Administration response
<b>Government Agencies</b>		
1. Environmental Protection Authority Grace Fereday <a href="mailto:Grace.fereday@dwer.wa.gov.au">Grace.fereday@dwer.wa.gov.au</a>	After consideration of the information provided by you, the EPA considers that the proposed scheme should not be assessed under Part IV Division 3 of the <i>Environmental Protection Act 1986</i> (EP Act).	No objection received from the Environmental Protection Authority.  Comment noted.  No Modification recommended.
2. Western Power D Rowley <a href="mailto:Doreen.rowley@westernpower.com.au">Doreen.rowley@westernpower.com.au</a>	Western Power raises no objection to the proposed rezoning of the subject site, which is currently zoned "Enterprise" under the Local Planning Scheme No. 5.  As part of the future proposed development, the relevant agency or proponents are to engage with Western Power to inform specific development requirements, upgrading and provision of additional power infrastructure as required.	No objection received from Western Power.  Comments Noted.  No Modification recommended.
3. Department of Health  189 Royal Street East Perth Western Australia 6004 <a href="http://www.health.wa.gov.au">www.health.wa.gov.au</a>	Thank you for your letter dated 4 March 2026, requesting comment from the Department of Health (DoH) on the above proposal.  As of 18 December 2025, the State Planning Policy 2.9 Water has replaced the Government Sewerage Policy 2019 and other supporting documents. DoH recognises that these changes will impact existing applications, including this proposal.  The DoH has No objection – with comments and/or recommended conditions and advice notes provided below.  All drinking water provided on site must meet the health-related requirements of the Australian Drinking Water Guidelines 2011.  Any non-drinking water (i.e. water that is not intended or suitable for drinking) must be managed to ensure it cannot be confused with or contaminate the drinking water supply. This requires satisfactory labelling of non-drinking water taps and, depending on system configuration, suitable backflow prevention arrangements in accordance with AS/NZS 3500 Plumbing and Drainage.  Disposal of wastewater generated on site is required to comply with the <i>Health (Treatment of Sewage and Disposal of Effluent and Liquid Waste) Regulations 1974</i> and the requirements of State Planning Policy 2.9 Water and its associated guidelines.	No objection received from the Department of Health.  Comments Noted.  No Modification recommended.
4. Water Corporation Luke Gabriel Senior Planner Development Services	<b>Water</b> Reticulated water is currently available to the subject area.  <b>Wastewater</b> Reticulated sewerage is not immediately available to serve the subject area. All sewer main extensions required for the development site should be laid within the existing and proposed road reserves, on the correct alignment and in accordance with the Utility Providers Code of Practice.  A wastewater treatment plant is located adjacent to the subject area, the treatment plant buffer encompasses the entire development site. Under normal operating conditions there will be minimal odour emanating from the wastewater treatment plant, however, during maintenance and abnormal operating or weather conditions, an increased level of odour may occur that will be of nuisance to persons within the odour buffer area. The enclosed	No objection received from the Water Corporation.  Comments Noted.  No Modification recommended.

		<p>plan shows the location of the wastewater treatment plant and the odour buffer (large yellow circle) around it. Only compatible land use (not Sensitive Land Use) should be developed within the buffer. For a list of compatible land uses please follow this link <a href="https://www.watercorporation.com.au/Developing-and-building/Land-use-planning/Separation-distances">https://www.watercorporation.com.au/Developing-and-building/Land-use-planning/Separation-distances</a> and select the 'matrix of land use compatibility for buffer zones' link.</p> <p><b>General Comments</b> The information provided above is subject to review and may change. If the proposal has not proceeded within the next 12 months, please contact us to confirm that this information is still valid.</p> 	
5.	<p>Sasha De Brito Senior Land Use Planning Officer 20 Stockton Bend, Cockburn Central, Perth WA 6164 <b>T:</b> 08 9395 9703   <b>E:</b> <a href="mailto:advice@dfes.wa.gov.au">advice@dfes.wa.gov.au</a>   <b>W:</b> <a href="http://dfes.wa.gov.au">dfes.wa.gov.au</a></p>	<p>The Department of Fire &amp; Emergency Services (DFES) provides the following comments pursuant to <i>State Planning Policy 3.7 Bushfire</i> (SPP 3.7) and the <i>Planning for Bushfire Guidelines</i> (Guidelines):-</p> <ol style="list-style-type: none"> <li>i. The proposed scheme amendment does not fall into an area designated as bushfire prone pursuant to the <i>Fire and Emergency Services Act 1998 (as amended)</i> as identified on the <i>Map of Bush Fire Prone Areas</i>.</li> <li>ii. If there is some other reason which has given you cause to consider a referral to DFES, could you please provide further detail.</li> </ol>	<p>No objection received from the DFES. Comments Noted. No Modification recommended.</p>
<b>Public</b>			
1.	<p>Stephen Birtwistle 0450 942 081 149 Beaufort St, Katanning WA</p>	<p>Re: Letter of Support — Local Planning Scheme No. 5 Amendment No. 2 Property: 58 Cornwall Street, Katanning</p> <p>I am the owner/occupier of the property adjoining 58 Cornwall Street, Katanning and share a common boundary with the subject site.</p> <p>I write to confirm that I am fully supportive of the proposed amendment to rezone the property from 'Enterprise' to 'General Industry' to facilitate the development of a farm supply centre.</p>	<p>Supporting comment received from neighbour. Comments Noted. No Modification recommended.</p>

		<p>I am familiar with the existing and approved use of the site, including the workshop and associated activities, and have no concerns regarding the proposed amendment or future use of the land.</p> <p>Based on our direct proximity to the site, we do not anticipate any adverse impacts in relation to noise, traffic, dust or general amenity. I consider the proposal to be appropriate for the location, which is within an established industrial area.</p> <p>I believe the development will provide benefits to the local community, including supporting the agricultural sector and contributing to local employment.</p> <p>As adjoining neighbour, I have no objections and fully support the approval of this amendment.</p>	
2.	<p>Ryan Chapman General Manager QFH Multiparts Katanning</p>	<p>Re: Support for Amendment No. 2 — 58 Cornwall Street, Katanning</p> <p>We wish to provide our support for the proposed rezoning of 58 Cornwall Street, Katanning to 'General Industry' to facilitate a farm supply centre.</p> <p>As a business connected to the agricultural industry in the Katanning region, we see strong value in having improved access to machinery, parts, servicing and agricultural supplies locally.</p> <p>The proposal will:</p> <ul style="list-style-type: none"> <li>• Improve efficiency for local farmers and contractors</li> <li>• Reduce travel time and costs for equipment and servicing</li> <li>• Strengthen the local agricultural support network</li> </ul> <p>We understand the development will operate within an established industrial area, with minimal impact on surrounding land uses, and will create employment opportunities within Katanning.</p> <p>In our view, this amendment supports the long-term sustainability and growth of the region's agricultural economy.</p> <p>We strongly support the amendment proceeding.</p>	<p>Supporting comment received.</p> <p>Comments Noted.</p> <p>No Modification recommended.</p>

3.	Alan McFarland and Ian McFarland Directors, Katanning Furnishings	<p>Scheme Amendment No. 2 (58 Cornwall Street)</p> <p>We have been asked by the proprietors of Total Ag, the operators of the business at the above address, to provide my support for the proposed zoning amendment relating to that property. We are pleased to do so.</p> <p>Katanning continues to benefit from investment that supports employment, local services and economic diversification. One of the 'specialties' that Katanning has become known for is as an Agricultural Centre to the Great Southern. The proposed farm supply centre will further contribute to this by:</p> <ul style="list-style-type: none"><li>• Creating local jobs</li><li>• Supporting apprenticeships and training opportunities</li><li>• Increasing demand for local goods and services</li><li>• Strengthening the viability of the town as a regional and agricultural centre.</li></ul> <p>We understand the site is well located within an industrial area and that the proposed use is compatible with surrounding land uses.</p> <p>We believe this amendment represents a positive outcome for the Katanning community and should be supported.</p>	<p>Supporting comment received.</p> <p>Comments Noted.</p> <p>No Modification recommended.</p>
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## Environmental Protection Authority

Peter Klein  
 Chief Executive Officer  
 Shire of Katanning  
 52 Austral Terrace  
**KATANNING WA 6317**

Our Ref: APP-0033043 / REC-0001813  
 Enquiries: Grace Fereday, 6364 7421  
 Email: grace.fereday@dwer.wa.gov.au

Dear Mr Klein

**DECISION UNDER SECTION 48A(1)(a)**  
***Environmental Protection Act 1986***

<b>SCHEME</b>	<b>Shire of Katanning Local Planning Scheme 5 Amendment 2</b>
<b>LOCATION</b>	<b>Lot 154 (No. 58) Cornwall Road, Katanning</b>
<b>RESPONSIBLE AUTHORITY</b>	<b>Shire of Katanning</b>
<b>DECISION</b>	<b>Referral Examined, Preliminary Investigations and Inquiries Conducted. Scheme Amendment Not to be Assessed Under Part IV of the EP Act. No Advice Given (Not Appealable)</b>

Thank you for referring the above scheme to the Environmental Protection Authority (EPA).

After consideration of the information provided by you, the EPA considers that the proposed scheme should not be assessed under Part IV Division 3 of the *Environmental Protection Act 1986* (EP Act).

Please note the following:

- The protection measures to be implemented as outlined in the EPA's determination (attached).
- For the purposes of Part IV of the EP Act, the scheme is defined as an assessed scheme. In relation to the implementation of the scheme, please note the requirements of Part IV Division 4 of the EP Act.
- There is no appeal right in respect of the EPA's decision to not assess the scheme.

A copy of the EPA's Determination and is attached and will be made available to the public via the EPA website.

Yours sincerely

**Darren Walsh**  
**Chair of the Environmental Protection Authority**

13 January 2026

Encl. EPA Determination



GOVERNMENT OF  
WESTERN AUSTRALIA

## Environmental Protection Authority

s.48A Referrals

**Title:** Shire of Katanning Local Planning Scheme 5 Amendment 2

**Location:** Lot 154 (No. 58) Cornwall Road, Katanning

**Description:** The amendment proposes to rezone Lot 154 (No. 58) Cornwall Road, Katanning from 'Enterprise' to 'General Industry' zone and amend the scheme maps accordingly.

**Ref ID:** APP-0033043 / REC-0001813

**Date Received:** 22/12/2025      **Date Sufficient Information Received:** 22/12/2025

**Responsible Authority:** Shire of Katanning

**Contact:** Adrian Nicoll

**Preliminary Environmental Factors:** Social surroundings

**Potential Significant Effects:** Implementation of the scheme amendment may result in impacts to nearby sensitive receptors from the development and operation of land uses in the proposed 'General Industry' zone.

**Protection:** Potential impacts can be managed through scheme provisions, future planning processes and application of the Environmental Protection Authority's (EPA) *Guidance Statement No. 3 Separation Distances between Industrial and Sensitive Land Uses*. Future industries may require works approvals and/or licencing under Part V of the *Environmental Protection Act 1986*.

**Determination:** **Referral Examined, Preliminary Investigations and Inquiries Conducted. Scheme Amendment Not to be Assessed under Part IV of the EP Act. No Advice Given. (Not Appealable).**

The EPA has carried out some investigations and inquiries before deciding not to assess this scheme. In deciding not to formally assess schemes, the EPA has determined that no further assessment is required by the EPA.

This Determination is not appealable.

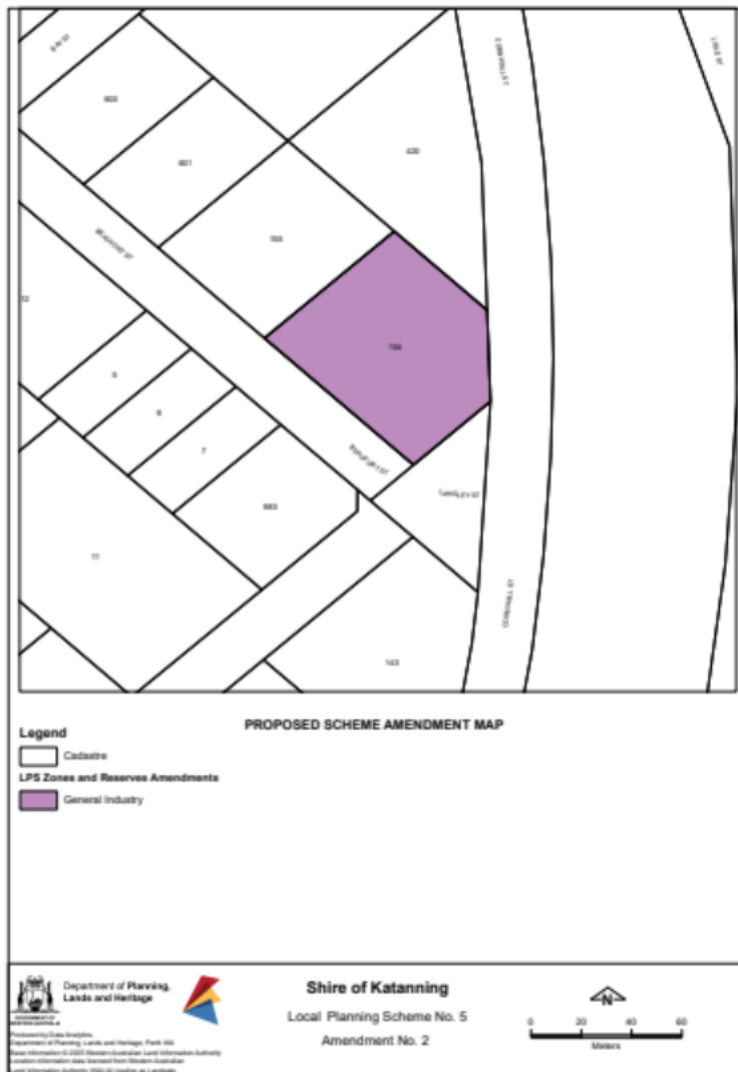
Chair's Initials:

Date: 13 January 2026

Dear Chief Executive Officer, Shire of Katanning,

For future reference, please direct all strategic land use planning and renewable energy development application referrals to the Western Power's Strategic Planning Referrals (SPR) Program, ([strategic.planning.referrals@westernpower.com.au](mailto:strategic.planning.referrals@westernpower.com.au)).

Thank you for the opportunity to provide comment in respect to the Shire of Katanning seeking advice on the proposed rezoning of Lot 154, No 58 Cornwall Street, Katanning:



Western Power raises no objection to the proposed rezoning of the subject site, which is currently zoned "Enterprise" under the Local Planning Scheme No. 5. However, the Shire is seeking comment on the rezoning to "General Industry" to facilitate a farm supply centre (trade supplies) on the subject site.

Western Power's Network Capacity Mapping Tool confirm that the supply of electrical power to the subject site is distributed from the Katanning zone substation with a capacity of less than 5MVA.

Should new development be proposed on the site, it is important that the electrical transmission infrastructure is located such that the electrical supply to the site is optimised. As part of the future proposed development, the relevant agency or proponents are to engage with Western Power to inform specific development requirements, upgrading and provision of additional power infrastructure as required.

Further to the above, there are existing Western Power assets and distribution lines adjacent the subject site and it is recommended that a safe clearance assessment is undertaken on any proposed future development.

Any development application will need to be referred to Western Power prior to the approval of any development or works located within proximity to Western Power infrastructure. Written advice is to be obtained from Western Power and is to be given due regard when determining any development application.

Western Power recommends the following standard Advice Notes prior to development or subdivision, pursuant to Section 167 of the *Planning and Development Act 2005*:

*Advice Notes*

*(i) The development shall be designed and constructed to protect Western Power infrastructure and interests from potential land use conflict.*

*(ii) No development (including drainage, fill, fencing, storage or parking) will be permitted within Western Power line and cable easements or safe clearance zones without the prior written approval of Western Power.*

Should you wish to discuss the above further, please contact Doreen Rowley on [Doreen.Rowley@westernpower.com.au](mailto:Doreen.Rowley@westernpower.com.au).

Kind regards,

**Doreen Rowley**

**Land Use Planning Specialist**

**Land Access & Land Use Planning**

**A** 95 William Street, Perth 6000 | **T** (08) 9326 6634

**E** [Doreen.Rowley@westernpower.com.au](mailto:Doreen.Rowley@westernpower.com.au)

**Available** – Monday to Friday 8:30am – 5pm | **WFH** Monday and Thursday

[westernpower.com.au](http://westernpower.com.au)



Your Ref: C/26/7132  
Our Ref: F-AA-90471-3  
Contact: Bethany Angus (9222 2000)

Peter Klein  
Chief Executive Officer  
Shire of Katanning  
PO Box 130  
KATANNING WA 6317

Attention: Adrian Nicoll

Via email: [admin@katanning.wa.gov.au](mailto:admin@katanning.wa.gov.au)

Dear Peter

**PROPOSED LOCAL PLANNING SCHEME NO.5 AMENDMENT NO. 2 –  
REZONING LOT 154 (NO. 58) CORNWALL STREET, KATANNING, FROM  
'ENTERPRISE' ZONE TO 'GENERAL INDUSTRY' ZONE**

Thank you for your letter dated 4 March 2026, requesting comment from the Department of Health (DoH) on the above proposal.

As of 18 December 2025, the State Planning Policy 2.9 Water has replaced the Government Sewerage Policy 2019 and other supporting documents. DoH recognises that these changes will impact existing applications, including this proposal.

**DoH position**

---

- No objection – no comments or advice to provide.
- No objection – with comments and/or recommended conditions and advice notes provided below.
- Do not support – reasons provided below, i.e. additional reports, studies, plans or other information that should be provided to determine public health risk / legislative compliance.

**DoH comments**

---

**1. Water supply and wastewater disposal**

All drinking water provided on site must meet the health-related requirements of the Australian Drinking Water Guidelines 2011.

Any non-drinking water (i.e. water that is not intended or suitable for drinking) must be managed to ensure it cannot be confused with or contaminate the drinking water supply. This requires satisfactory labelling of non-drinking water taps and, depending on system configuration, suitable backflow prevention arrangements in accordance with AS/NZS 3500 Plumbing and Drainage.

Disposal of wastewater generated on site is required to comply with the *Health (Treatment of Sewage and Disposal of Effluent and Liquid Waste) Regulations 1974* and the requirements of State Planning Policy 2.9 Water and its associated guidelines.

Should you have any queries or require further information, please contact System Performance on 9222 2000 or [eh.eSubmissions@health.wa.gov.au](mailto:eh.eSubmissions@health.wa.gov.au).

Yours sincerely



Tanya Gillett  
**A/EXECUTIVE DIRECTOR**  
**ENVIRONMENTAL HEALTH DIRECTORATE**

18 March 2026



Your Ref: C/26/7132  
Our Ref: 210646635 - TPS433384  
Enquiries: Luke Gabriel  
Direct Tel: 9420 2099  
Email: land.planning@watercorporation.com.au

9 April 2026

General Manager Operations  
Shire Of Katanning  
52 Austral Terrace  
KATANNING WA 6317

Attention of: Graham Barnes

**Re: Amendment 2 - Lot 154 on DP222684, 58 Cornwall St, Katanning**

Thank you for your letter dated 4 March 2026. We offer the following comments regarding this proposal.

**Water**

Reticulated water is currently available to the subject area.

**Wastewater**

Reticulated sewerage is not immediately available to serve the subject area. All sewer main extensions required for the development site should be laid within the existing and proposed road reserves, on the correct alignment and in accordance with the Utility Providers Code of Practice.

A wastewater treatment plant is located adjacent to the subject area, the treatment plant buffer encompasses the entire development site. Under normal operating conditions there will be minimal odour emanating from the wastewater treatment plant, however, during maintenance and abnormal operating or weather conditions, an increased level of odour may occur that will be of nuisance to persons within the odour buffer area. The enclosed plan shows the location of the wastewater treatment plant and the odour buffer (large yellow circle) around it. Only compatible land use (not Sensitive Land Use) should be developed within the buffer. For a list of compatible land uses please follow this link <https://www.watercorporation.com.au/Developing-and-building/Land-use-planning/Separation-distances> and select the 'matrix of land use compatibility for buffer zones' link.

**General Comments**

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

Please provide the above comments to the landowner, developer and/or their representative.

Should you have any queries or require further clarification on any of the above issues, please do not hesitate to contact the Enquiries Officer.

Luke Gabriel  
Senior Planner  
Development Services

DFES Ref: 2026/0799

Dear Adrian,

The Department of Fire & Emergency Services (DFES) provides the following comments pursuant to *State Planning Policy 3.7 Bushfire* (SPP 3.7) and the *Planning for Bushfire Guidelines* (Guidelines):-

- i. The proposed scheme amendment does not fall into an area designated as bushfire prone pursuant to the *Fire and Emergency Services Act 1998 (as amended)* as identified on the *Map of Bush Fire Prone Areas*.
- ii. If there is some other reason which has given you cause to consider a referral to DFES, could you please provide further detail.

Kind regards

**Sasha De Brito**

**Senior Land Use Planning Officer**

20 Stockton Bend, Cockburn Central, Perth WA 6164

**T:** 08 9395 9703 | **E:** [advice@dfes.wa.gov.au](mailto:advice@dfes.wa.gov.au) | **W:** [dfes.wa.gov.au](http://dfes.wa.gov.au)

Wednesday, 15 April 2026

Att: Peter Klein, CEO  
Shire of Katanning  
Po Box 130  
Katanning WA 6317

Dear Peter,

## **Scheme Amendment No. 2 (58 Cornwall Street)**

We have been asked by the proprietors of Total Ag, the operators of the business at the above address, to provide my support for the proposed zoning amendment relating to that property. We are pleased to do so.

Katanning continues to benefit from investment that supports employment, local services and economic diversification. One of the 'specialties' that Katanning has become known for is as an Agricultural Centre to the Great Southern. The proposed farm supply centre will further contribute to this by:

- Creating local jobs
- Supporting apprenticeships and training opportunities
- Increasing demand for local goods and services
- Strengthening the viability of the town as a regional and agricultural centre.

We understand the site is well located within an industrial area and that the proposed use is compatible with surrounding land uses.

We believe this amendment represents a positive outcome for the Katanning community and should be supported.

Yours sincerely,



Alan McFarland



Ian McFarland

Directors,  
Katanning Furnishings

Shire of Katanning  
Po Box 130  
Katanning WA 6317

Dear Sir/Madam

**Re:** Support for Amendment No. 2 – 58 Cornwall Street, Katanning

We wish to provide our support for the proposed rezoning of 58 Cornwall Street, Katanning to 'General Industry' to facilitate a farm supply centre.

As a business connected to the agricultural industry in the Katanning region, we see strong value in having improved access to machinery, parts, servicing and agricultural supplies locally.

The proposal will:

- Improve efficiency for local farmers and contractors
- Reduce travel time and costs for equipment and servicing
- Strengthen the local agricultural support network

We understand the development will operate within an established industrial area, with minimal impact on surrounding land uses, and will create employment opportunities within Katanning.

In our view, this amendment supports the long-term sustainability and growth of the region's agricultural economy.

We strongly support the amendment proceeding.

Yours sincerely,



Ryan Chapman  
General Manager  
QFH Multiparts Katanning  
15th April 2026

Shire of Katanning  
Po Box 130  
Katanning WA 6317

Dear Sir/Madam

**Re:** Letter of Support – Local Planning Scheme No. 5 Amendment No. 2  
**Property:** 58 Cornwall Street, Katanning

I am the owner/occupier of the property adjoining 58 Cornwall Street, Katanning and share a common boundary with the subject site.

I write to confirm that I am fully supportive of the proposed amendment to rezone the property from 'Enterprise' to 'General Industry' to facilitate the development of a farm supply centre.

I am familiar with the existing and approved use of the site, including the workshop and associated activities, and have no concerns regarding the proposed amendment or future use of the land.

Based on our direct proximity to the site, we do not anticipate any adverse impacts in relation to noise, traffic, dust or general amenity. I consider the proposal to be appropriate for the location, which is within an established industrial area.

I believe the development will provide benefits to the local community, including supporting the agricultural sector and contributing to local employment.

As adjoining neighbour, I have no objections and fully support the approval of this amendment.

Yours sincerely,



Stephen Birtwistle  
0450 942 081  
149 Beaufort St, Katanning WA

01 April 2026

15/04/2026

Commodity Ag  
Development  
Application for  
Warehouse/  
Storage – lot 2809  
Gt Southern  
Highway,  
Katanning



REV 2

JOEL GAJIC, REGISTERED PLANNER

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# 1.0 Introduction

## 1.1 Business Model and Vision Statement

Commodity Ag is a family-owned logistics and commodity supply business. It was founded by the Richardson Group who have been farming in the Great Southern region of Western Australia (WA) since 1908. With 116 years of passion behind them, their goal is to become the preeminent partner for WA’s farming community, but also to service global agricultural enterprises through the provision of superior, value-led services through the supply of world-class agriculture commodities. Their focus on tailored solutions that solve genuine industry problems being experienced on-the-ground means that Commodity Ag has already successfully positioned itself as a trusted partner for national and global businesses.

Commodity Ag work in collaboration with other transport, engineering, and equipment groups to create solid statewide supply chain network connections, all aiming to produce efficient and accessible logistical systems that reduce costs to producers of commodity goods.



Figure 1 Paddock to Port Supply Chain

A more detailed statement of Commodity Ag’s supply chain services is provided at

## Appendix 5 – Capability Statement.

Through their work in supply chains and logistics, Commodity Ag has, in collaboration with primary producers and other bulk commodity goods producers, recognised some significant constraints and issues in the existing supply chain in the Great Southern region. The supply chain currently lacks the capacity and efficiency to handle the increasing demands of the region's bulk commodity goods industries, particularly in the agricultural sector and the burgeoning critical minerals sector. This is resulting in higher costs, reduced competitiveness and sustainability and constraints on economic diversification and growth in the region.

A significant need for the Great Southern supply chain is to increase the ability for the region's bulk commodity goods suppliers to transport their goods via rail. If a producer is delivering products locally, moving lighter goods, or delivering food products such as live foods and dairy, road is the preferred method of haulage. However, when transporting heavy and bulky commodity goods, such as minerals and grains, or when travelling increased distances, rail becomes the most cost-effective and time-efficient way to move products. The transition of grain movements from road to rail haulage is embedded in the vision for Commodity AG's Katanning Grain Handling Facility (grain handling facility).

The company's current physical assets include 21,300 arable hectares across 15 properties that produce 59,000 tonnes of grains, 2,700 Angus cattle and 32,000 sheep, 59 transport assets, a grain terminal in the Port of Albany (with agreements in principle for a second terminal), and an experienced team of over 40 staff, including pilots and drivers. The Richardson Group (parent company) has over 90 staff and crops 24,000 arable hectares

This proposal is part of a five-year plan to introduce receival depots (grain handling facilities) in Katanning, Hyden, Newdegate, Lake Grace and Mukinbudin. The proposed grain handling facility presents a unique opportunity to partner with the Shire of Katanning (Shire) collectively invest in the Katanning agricultural sector and sustainability of supporting sectors and local businesses.

The key components and drivers of the development proposal is the ability to secure a lease with options to purchase that is of a sufficient size to support future expansion of the grain handling operations and with direct access to the Great Southern Railway line. Utilisation of the rail line is the longer-term vision which will enable safe and efficient access the port of Albany to export locally produced commodities to international markets. This key investment aligns with Commodity Ag's Great Southern Supply Chain Enhancement Business Case which has been provided to the Shire and the state government.

Commodity Ag's vision is to *establish itself as the preeminent partner for the Western Australian Farming community, corporate and global enterprises by providing superior value and service through the supply of world-class agriculture commodities from farm gate to client. The organization's unwavering commitment to maintaining a 100% customer satisfaction rate is evident in its tailored commodity exporting solutions of bespoke commodities, designed to meet clients' individual needs. Commodity Ag's dedication to delivering exceptional value and service is a testament to its leadership in the industry. With a focus on providing tailored solutions and access to bespoke grain commodities, Commodity Ag has positioned itself as a trusted partner for businesses around the world. Through its unwavering commitment to excellence, Commodity Ag is poised to achieve its vision of becoming the partner of choice for corporate and global enterprises seeking high-quality agriculture commodities.*

## 1.2 What We Are Seeking

Development approval is sought to enable the formalisation of a lease for the subject site (lot 2809 Great Southern Highway) with the Shire of Katanning (Shire). Obtaining development approval is a prerequisite for Commodity Ag to progress detailed design work and to commit further capital or acquire assets. To commence operations at the earliest opportunity a conditional development approval that enables site preparation works to commence whilst concurrently finalising the detailed design (layout) and obtaining Shire building and environmental health consents is sought.

Positive and productive discussions with the Shire have confirmed that the intention of the Henry Street Structure Plan area is to facilitate development the exact type of industrial development proposed by Commodity Ag which, once established, will support the local agricultural sector and help to fill the void left by CBH relocating its grain handling operations to Broomehill. The proposed development is a perfect fit with the strategic planning policy framework. Commodity Ag is confident that with the support of the Shire it can become a key contributor to the sustainable economic prosperity of the community.

## 2.0 Subject Site and Context

### 2.1 The Subject Site

The proposed grain handling facility is located at lot 2809 Great Southern Highway, Katanning. The broader site has a land area of 76.9229 hectares and is bounded to the south-east by Henry Street, to the south-west by Great South Highway, to the north-west by Baker Street, and to the north-east by the rail line. The site is notable for creek line containing remnant vegetation. Initially 20 hectares is proposed to be leased with the option for a further 10 hectares. Vehicular access to Henry Street will be constructed on lot 9000 (no. 50) Henry Street. Land north of the creek line will also be sought to secure rail frontage but does not form part of this stage of works or lease negotiations.



Figure 2 Site Context Lot 2809 Great Southern Highway

### 2.2 Site Context

The subject site is located on the northwest fringe of the Katanning townsite approximately 1.8km from the town centre. The subject site is surrounded by rural and industrial zoned land and abuts the Great Southern Railway reservation to the north.

## 3.0 Planning Framework

### 3.1 Strategic Planning Policy Framework

#### 3.1.1 Great Southern Regional Planning and Infrastructure Framework

The Great Southern Regional Planning and Infrastructure Framework (Framework) was adopted in December 2015 and provides a strategic direction for the development until 2035. It addresses the scale and distribution of population growth, as well as providing a blueprint for economic development and infrastructure in the region.

The Framework identifies and prioritises regionally significant infrastructure upgrades and planning initiatives that will guide government investment decisions and support the growth of established industries such as agriculture, forestry and tourism as well as investment in new enterprises. Katanning is recognised as a sub- regional centre for the provision of services and facilities to meet the needs of the local community and the broader rural population.

The Framework objective for economic growth is for *a growing regional economy focused on maintaining strong links to current markets and establishing new export markets for agricultural and mining products...* Commodity Ag undertakes activities that directly facilitates the Framework's recognition that *the Great Southern is well located to take advantage of increasing demand in Asia for high quality and safe food products, both in established and new markets.*

#### 3.1.2 Shire of Katanning Local Planning Strategy

The Shire of Katanning's Local Planning Strategy (Strategy) was adopted in 2013 to provide the Shire with a strategic planning framework and long-term vision to plan, guide and accommodate future growth in the region. The Henry Street Precinct Structure Plan Area is acknowledged as a Development Investigation Area to provide for limited industrial expansion to facilitate complementary land use to WAMMCO. The Strategy also recognises potential land use conflicts between residential and industrial development and that buffer zonings, land use or development should be considered. The Shire's LPS states that the current Light and General Industrial warrant review to reflect the following:

- Potential rezoning of some General Industrial land to Light Industrial Zone to better reflect current land uses and minimise the potential for land use conflict with nearby or adjacent Residential zoned land.
- A review of land use and development permissibility to provide greater a differentiation and range of industrial and related commercial development opportunities.

## 3.2 Statutory Planning Policy Framework

### 3.2.1 Shire of Katanning Local Planning Scheme no. 5

The Shire of Katanning Local Planning Scheme no. 5 (LPS5) was gazetted on 9 February 2018. The subject site is zoned *Industrial Development* the objectives of which are to:

- Designate land for future industrial development.
- Provide a basis for future detailed planning in accordance with the structure planning provisions of this Scheme.

Development zones are typical rezoned once established such that it is prudent to recognise that the objectives of the *General Industrial Zone* include to:

- Provide for a broad range of industrial, service and storage activities which, by the nature of their operations, should be isolated from residential and other sensitive land uses.
- Encourage manufacturing and processing using produce from the region.
- Take advantage of the attributes of location, availability of services and transport facilitates servicing Katanning and the region.

The proposed development is consistent with the objectives of the current and likely future zoning of the subject land.

Notwithstanding that the General Industrial zone does not have any additional development requirements contained in Table 3 of LPS5, the minimum building setbacks applied to the General Industrial Zone will be adhered with and the proposed development (grain transfer station) is not a Prescribed Premises by virtue of not employing conveyors which would otherwise require a 500m buffer area to restrict or prohibit sensitive land uses. A license or works approval is also not required under the Environmental Protection Regulations 1987.



Figure 3 Shire of Katanning LPS5 Map 7

The land use definition which applies to the proposed development is *warehouse/storage* with incidental *workforce accommodation*.

Warehouse/storage is a D use in the zoning table, as is workforce accommodation. D use means that the use is not permitted unless the local government has exercised its discretion by granting development approval.

**warehouse/storage** means premises including indoor or outdoor facilities used for  
a) the storage of goods, equipment, plant or materials; or  
b) the display or sale by wholesale of goods.

It is noted that no goods will be displayed or sold, the commercial operations are limited to storage. This is reflected in a lower volume of traffic and intensity of land use than typical of a warehouse operation on a commensurate sized land holding. This is no Costco, it is a grain transfer facility to service the agricultural base of the community.

**workforce accommodation** means premises, which may include modular or relocatable buildings, used

- a) primarily for the accommodation of workers engaged in construction, resource, agricultural or other industries on a temporary basis; and
- b) for any associated catering, sporting and recreation facilities for the occupants and authorised visitors.

Whilst it is acknowledged that workforce accommodation may be approved as a standalone use rather than being restricted to a use incidental to a predominant use, this component of the operation is very much incidental. The accommodation is not a commercial consideration available to the public, nor are communal facilities proposed. We submit that the accommodation component should be considered as an incidental use more aligned with caretakers' accommodation.

### 3.2.2 Henry Street Precinct Structure Plan

In order to facilitate development under the 'Industrial Development' zone, the Henry Street Precinct Structure Plan (Structure Plan) was adopted by the Western Australia Planning Commission in July 2018. The development site is located towards Henry South to the southwest of the Structure Plan area.

The Structure Plan informed the current General Industry zoning and included an indicative internal road and lot layout. The Structure Plan acknowledges that the market would drive the timing and nature of development and subsequently inform the internal road and lot layout.



Figure 4 Henry Street Structure Plan Indicative Lot Layout

The Structure Plan also identified industrial land use buffer separation distances, which are not applicable to the proposed grain transfer facility. In this instance, given the subject site is located on the fringe of the structure plan area it does not preclude a prescribed premise (noxious industry) from occupying that part of the estate which allows the greatest separation distances from adjoining land. A highway landscape buffer zone is identified. The timing or responsibility of establishing the landscaping is unclear. The Draft Master Plan does not propose any development which is inconsistent with a rural setting or would otherwise require screening. It is further acknowledged that no development is proposed within the nominated buffer area which would preclude future revegetation.

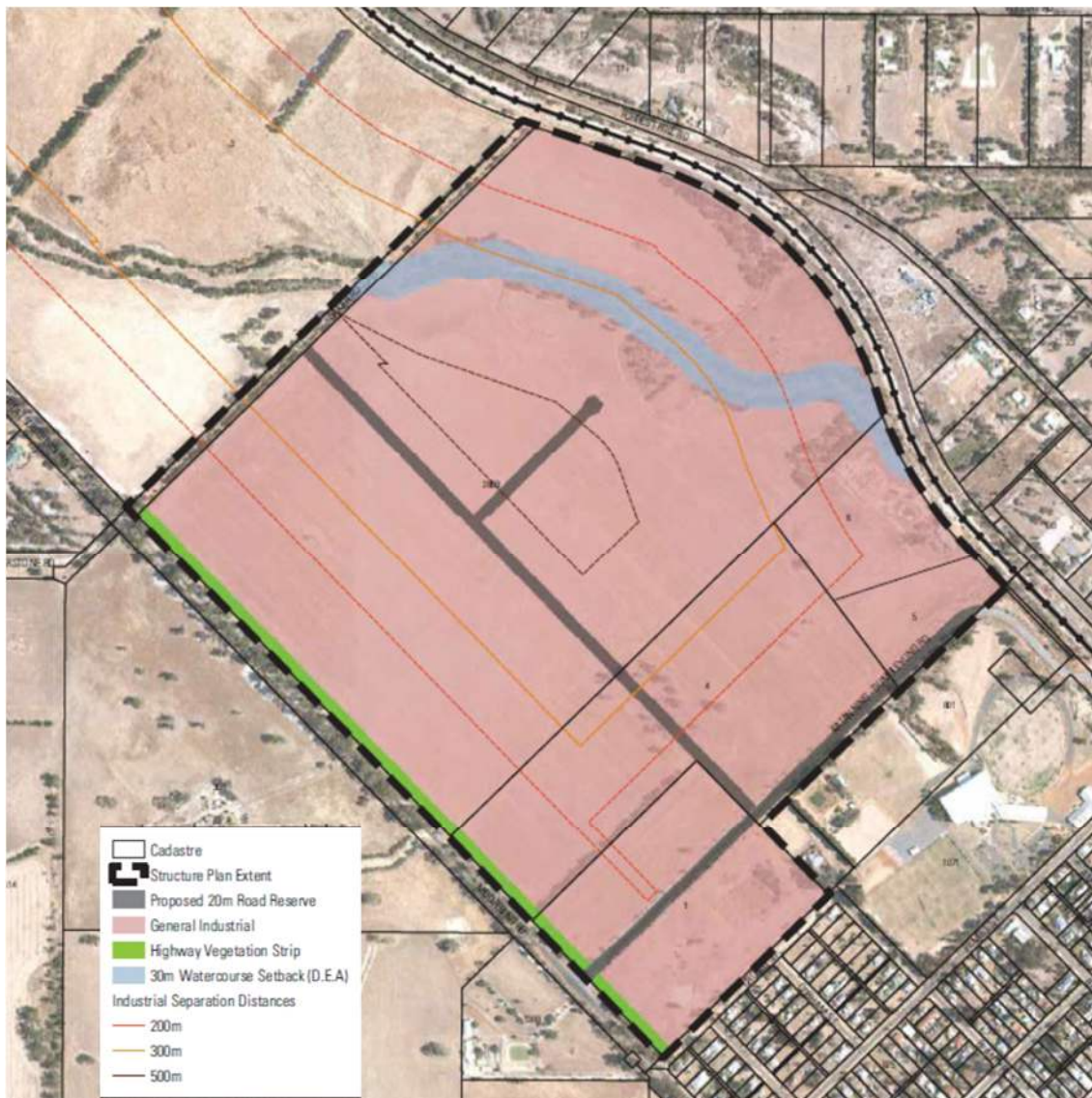


Figure 5 Henry Street Structure Plan Map

### 3.2.3 Local Planning Policies

There are no applicable local planning policies.

It is noted that transportable buildings are not defined under local planning policy 2 for transported dwellings as a 'transported dwelling'.

It is further noted that local planning policy 3 for radio mast and satellite dishes does not apply to the Industrial Development zone.

## 3.2 State Planning Policy Framework

### 3.2.1 State Planning Policy 4.1 and EPA Guidance Statement no. 3

State Planning Policy 4.1 Industrial Interface and the Environmental Protection Authority Guidance Statement no. 3 Separation Distances between Industrial and Sensitive Land Uses (Guidance Statement 3) require management practices and buffer distances to be applied to certain industrial land uses to mitigate environmental impacts. The onus is on a proponent to justify the extent of any buffer area required and to support the study with management practices. Guidance Statement 3 requires transfer stations utilising conveyors to employ a 500m buffer. Notwithstanding that this buffer distance from land zoned Residential or Rural Residential will be achieved, Commodity Ag does not propose stockpiling by way of traditional fixed conveyors. Grain handling practices is outlined in section 4.1 Grain Transference.

The grain transfer (handling) facility will operate similarly to Commodity Ag's Downs Road facility near Albany which is not a prescribed premises under the Environmental Protection Act 1986.

## 4.0 The Proposed Development

Commodity Ag have prepared a Draft Master Plan for the proposed Katanning grain handling facility. The Draft Master Plan identifies an initial 20-hectare lease area with an available option 10 additional hectares south of the creek line from the Shire of Katanning (Shire). 20 hectares is able to accommodate current needs and the indicative configuration of buildings and infrastructure necessary to safely and efficiently receive, store and distribute grain initially by road to the Port of Albany. Land to the north side of the creek line is also identified and is required for future direct rail access.

Securing land tenure and obtaining development approval is essential to progress to the detailed design stage. The detailed design stage will be informed by the conditions imposed by development approval, soil testing, negotiations with current suppliers and the broader market to source transportable buildings, plant and equipment, and the construction of a site access road.

Discussions are currently progressing with the Shire to secure a 20-hectare lease with an option of a further 10 hectares, and for the construction of an access road and crossover off Henry Street.

It is anticipated that development approval will be conditional upon:

- I. finalising land tenure,
- II. the submission of detailed design plans (elevations and floor plans) for buildings and significant infrastructure such as the weighbridge, and
- III. modifications to the Draft Master Plan to confirm the configuration of buildings and associated infrastructure, stormwater controls, and vehicle access, manoeuvring and hard stand areas.

It is requested that the endorsed Master Plan be an operational document such that minor works not classifiable for the purposes of building approval such as directional signage, boom gates, bollards and barriers, small water tanks and siteworks associated with improvements and ongoing maintenance to the stormwater management system can be identified by way of updates.

Building and environmental health consents will also be required prior to the commencement of building works and occupation, and for any additional classifiable structure in accordance with the Building Act (WA).

Commodity Ag is committed to working with the Shire, local farmers and the broader community to fill the void left due to the relocation of the CBH Katanning facility to Broomhill and to further its vision for Great Southern Supply Chain Enhancement. The establishment and operation of grain handling facilities is a fundamental to achieving this

vertically integrated paddock to port supply chain and is part of a part of a five-year plan to introduce receival depots. Commodity Ag is working with key stakeholders to ultimately enable transport commodities from these receival depots to the Port of Albany by rail.

Initial costing for the proposed development works defined under Section 4 of the Planning and Development Act (excluding mobile plant) is \$2.2M. This includes allowances for siteworks, stormwater drainage, internal roads, fixed structures, fencing, security and utilities.

#### 4.1 Grain Transference

Trucks will enter the grain handling facility in forward gear and their loads be tested/sampled and weighed. Commodity Ag site personnel operating out of a hut (office) building will be responsible for the load assessment and facilitating safe truck movements within the site.

Once tonnage is ascertained the trucks will be directed to a nominated storage bunker to be offloaded.

Stockpiling by way of fixed conveyors is not proposed. Mobile drive over conveyors are used which are more responsive in their operation than a fixed conveyor system. The mobile conveyors move parallel to the storage bunkers and are positioned to discharge immediately above the stockpile. Less airborne matter is generated whilst transferring grain using this method.



Figure 6 Mobile Conveyor in Operation Offloading Grain from a Stockpile

Once the trucks have been unloaded, they exit the site in forward gear.



Figure 7 Commodity Ag's Downs Road Grain Handling Facility near Albany

## 4.2 Grain Storage Bunkers

A series of standardised storage bunkers are proposed to contain the grain see

Appendix 2 - Storage Bunker Detail. The bunkers will be covered with tarps that are anchored at nominated points to the ground and incorporate a liner system. The means of enclosure will keep the grain dry whilst enabling a maximum capacity of approximately 43,768 cubic meters. The approximate dimensions of the footprints are 36m wide by 220m long.

### 4.3 Employee and Contractor Accommodation

Four (4) proposed transportable accommodation units will accommodate Commodity Ag site personnel and contractors working at the grain handling facility for short periods. The accommodation component is an incidental use predominantly required to respond to the seasonality of the operation and meet work health safety obligations. The ability to offer accommodation is essential to secure casual employees during peak harvesting times. The risks associated with driver fatigue can also be mitigated with the availability of on-site accommodation.

The accommodation units are envisaged to be in a single room configuration suitable for single employees only and incorporate a kitchenette. There are no communal facilities proposed. Occupants will need to sign a tenancy agreement addressing use of the accommodation and behaviour. The presence of third parties including family members or guests will not be permitted. Due to the scale of the accommodation and its relative isolation from any sensitive land use, no adverse impacts on the amenity of the area are envisaged. Notwithstanding, a Management Statement can be prepared prior to occupation commencing if required.

An indicative layout of accommodation units has been provided see Appendix 1 – Draft Master Plan which will be further informed at the detailed design stage which will include tendering or seeking quotations and soil testing to inform the selection of transportable buildings and on-site effluent treatment and disposal systems.

It is further noted that the proximity to the town centre affords the occupants a level of social and recreational amenity that would far exceed that otherwise be expected to be provided as part of a self-contained facility. This means of accommodation encourages integration into the community, benefits local businesses, and reduces economic leakage.

### 4.4 Staging and Future Opportunities

A 20-hectare lease area has been initially sought being a sufficient size to accommodate current operational needs. A further 10 hectares has been offered which will allow the flexibility to reconfigure and expand the grain handling facility. Land north of the creek line with direct rail frontage will be sought as part of future staging to develop an intermodal terminal and further respond to operational needs. **The intermodal terminal does not**

**form part of this application** but has been disclosed for transparency and to identify potential further community benefit that this project will deliver.

Additional grain storage bunkers can be introduced in line with growth and seasonal output within the initial 20-hectare lease area. When warranted capital investment to build capacity and streamline processes will be implemented. Local businesses and contractors will be invited to tender or sourced at every opportunity.

The longer-term vision is to transition freight movements to the Port of Albany from road to rail utilising the adjacent Great Southern Railway line. Discussions are ongoing with the Shire, the state government and the rail operator to implement Commodity Ag's Great Southern Supply Chain Enhancement Business Case that seeks to develop multiple intermodal terminals at strategy locations with direct rail connectivity to the Port of Albany.

Whilst not forming part of this application the establishment of a rail intermodal site at Katanning presents opportunities to transition the movement of other products from road to rail. Meat products from WAMMCO's Katanning Production Facility, containerised hay and grain, and the delivery of imported agricultural equipment from the Port of Fremantle are some of these opportunities.



*Figure 8 Port of Albany Grain Handling*

## 5.0 Land Tenure

Commodity Ag have been in discussions with the Shire to finalise the initial lease of 20 hectares with an option for a further 10 hectares within lot 2809 Great Southern Highway for the purposes of establishing a Katanning grain handling facility. Formalising access through Lot 900 (50) Henry Street is part of the tenure discussions. Lot 2809 is wholly located within the Henry Street Structure Plan area. The land is owned by the Shire and is does not currently generate revenue. Establishment of the lease will not impact the current use arrangements with the local football club.

It is clear from these discussions that the proposed grain handling facility is a land use that is supported under the local planning policy framework and welcomed by the Shire who is seeking to progress development of the industrial precinct. Commodity Ag has determined that subject to agreement with respect to commercial terms that the subject site is ideally positioned and development-ready (subject to construction access) to meet its needs.

Discussions with a local real estate agent have been held to identify the lease area required and with the Shire to explore options for how trucks can best access the site. The Draft Master Plan accompanying this application reflects these discussions.

The execution of a lease and issuance of development approval are largely reliant upon the other. It is understood that development approval will be conditional upon the execution of the lease which is subject to a standalone administrative process and resolution of Council.

## 6.0 Assessment

### 6.1 Land Use

The use of the land for a warehouse/storage and incidental workers accommodation aligns with the objectives of the local planning policy framework and, importantly, the objectives of the Industrial Development Zone and Henry Street Structure Plan.

Signage, light spill and emissions can be controlled and are located well away from any sensitive land use. Truck movements will be seasonal in nature and follow an existing designated truck route. There is no envisaged amenity impacts on the locality, but there is an opportunity to contributor to the sustainable economic prosperity of the community.

This Shire has recognised the strategic importance of the proposed investment by Commodity Ag and entering into good faith lease negotiations to progress the project.

### 6.2 Built Form

The built form will have limited environmental impact or visual impact and is predominantly of an agricultural nature.

### 6.3 Siteworks and Landscaping

Siteworks will be limited to the smallest necessary footprint to manoeuvre B-Double class vehicles in forward gear, establish grain storage bunkers and the footprints for transportable buildings and structures. Additional contouring will occur to establish swales and basins.

Soli disturbance will be limited to contouring of the topsoil. The natural fall of the site will be leveraged to minimise changes to the natural ground levels.

### 6.4 Incidental Works

The workers accommodation huts are considered an incidental land use to the predominant warehouse/storage use.

Incidental structures such as directional signage, boom gates, bollards and barriers, small water tanks, as well as siteworks associated with improvements and ongoing maintenance to the stormwater management system and effluent treatment and disposal systems are proposed. It is impractical to identify the final configuration of all incidental structures and works at this time. These incidental elements are not classifiable as structures under the building code and are expected to be exempt from development approval under the *de minimis* principle. Notwithstanding they are proposed to be identified on a further reiteration of the Master Plan when the final

operational layout is confirmed. Specifications will also be available and can be provided as required.

## 6.5 Traffic Impacts and Operating Periods

The Great Southern Regional Planning and Infrastructure Framework recognises that *to improve the efficiency of the transport network it is advantageous to shift freight transport off roads and onto the rail system, with intermodal transfer facilities located at strategic sites to enable the transfer of road and rail freight.* This is consistent with Commodity Ag's vision and strategy.

Until such time as land tenure is obtained and further consents given for an intermodal terminal grain is proposed to be transported to the Port of Albany by road. The designated route is via Henry Street onto the Great Southern Highway. No direct vehicular access onto the highway is proposed that would otherwise need to be supported with a traffic engineering report and require Mainroads referral and consent. Henry Street is a designated truck route such that the 'T' intersection to the highway has been designed and constructed to accommodate truck movements. Henry Street has a posted 60km/hr speed which reduces the need for rapid acceleration or breaking.

The Henry Street crossover will be constructed to Shire specifications with the final layout to be negotiated. Due regard will be given to the proposed sole access point associated with the workforce accommodation facility on Lot 101 Henry Street. A detailed Traffic Impact Statement (TIS) was undertaken by WML Consultants for that workforce accommodation facility. The TIS assigned a 50 km/hr speed to this stretch of Henry Street. September 2023 imagery identifies that 60km/hr is the posted speed which has been relied upon for this report. Duplication of a traffic assessment would serve little purpose. The proposed grain handling facility will have comparatively far fewer vehicle movements and will be accessed by drivers familiar with the road network and driving conditions.

With respect to Henry Street the TIS workforce accommodation facility ascertained that pedestrian/cyclist activity was expected to be infrequent (no footpaths or cycle paths), there were no public transport services, Safe Intersection Sight Distance (SISD) were available in both directions, and the road had significant latent capacity to accommodate additional traffic.

Grain handling is a seasonal activity. The peak harvest period occurs between late October to mid-December. The grain handling facility would open for up to 16 hours per day during this peak period. Up to 100 in bound trucks could arrive per day over a 16-hour period. After the peak period grain is received for another 2 to 3 months during normal work hours (8am - 5pm weekdays). Up to 20 in-bound trucks could arrive per day over a 9-hour period.

Truck movements to the Port of Albany is informed by ship requirements. Typically, the load-out of grain occurs 50 days per year in 5-day intervals to load each ship. These intervals depend on how much grain is in storage.

Outside of harvesting and out loading periods the grain handling facility will be in shutdown. The on-site manager will routinely monitor the site during shut down periods.

Due to the seasonality of the business and need to respond to weather events grain deliveries may occur outside of business hours. Whilst it is anticipated that the bulk of deliveries will occur during daylight hours, approval is sought for unrestricted operating hours. It is accepted practice for agricultural operations and those located within industrial estates to not have hours of operation restrictions imposed. Grain deliveries will be received via designated truck routes.



*Figure 9 Henry Street T intersection with Gt Southern Highway*

All external lighting will be directed to be contained within the subject site.

## 6.6 Environmental Impacts

The Katanning WAMMCO Site Local Water Management Study (LWMS) references an October 2014 environmental study of the Henry Street Structure Plan area by Terratree. It is our understanding that little change has occurred to the subject site since this investigation. Further desktop assessment was undertaken to inform this submission and found no additional environmental constraints.

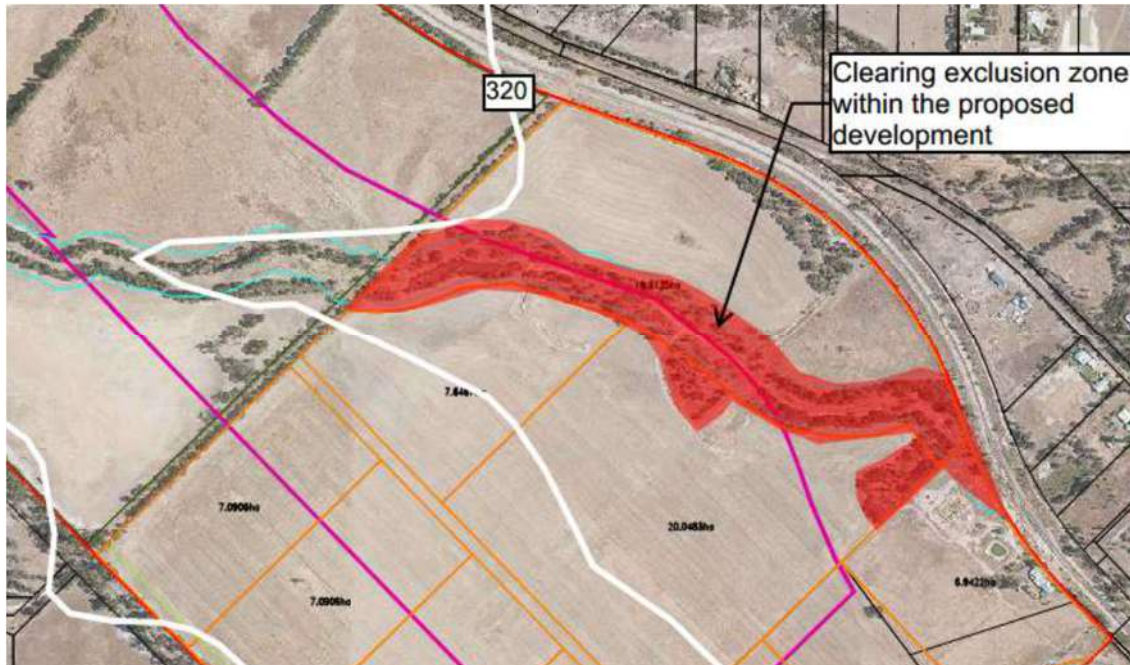


Figure 10 LWMS Study Creek Line Clearing Exclusion Zone

### 6.6.1 Emissions

Operational noise is limited to vehicle movements, grain transference, and the operation of generators to power buildings and lighting towers. Materials processing is not proposed.

No sirens, horns or amplified public address system will be operated or installed. Management measures will be implemented to ensure that the accommodation component of the operations do not create any on or off-site disturbance. As previously identified, a tenancy agreement will address use of the accommodation facilities and behaviour.

All artificial lighting will be contained within the subject site. Illuminated or animated signage is not proposed.

Construction noise is addressed under 7.2 Noise and Vibration Management.

### 6.6.2 Waste Management

All on-site effluent treatment and disposal systems will comply with the relevant Health Regulations and the Draft Country Sewerage Policy. No system is expected to exceed a daily capacity of 540 litres otherwise requiring Department of Health approval.

No hydrocarbons or other inflammable or explosive substances or grease, oil or greasy/oily matter is likely to be discharged.

Any future on-site washdown will be limited to cleaning of road grime from the exterior of vehicles and washdown areas will comply with the Department of Water Quality Protection Note 68 – Mechanical equipment wash down. Any future washdown bay pad will be of the smallest practical surface area whilst being of sufficient size to prevent any over-spray or splashes from escaping its confines. The design will need to incorporate an impervious pad, with a raised perimeter bund at least 75mm high and 100mm wide drained to a collector pit and discharged to sediment basin. Washdown is not permitted within 30m of the creek and will require a vertical soil separation buffer of at least two metres from the surface of the highest groundwater table. Stormwater management systems will be used consisting of vegetated filter strips. A Trade Waste permit is not envisaged.

Given the limited number of site personnel and contractors and limited deliveries, a kerbside rubbish bin and recycling bin collection will be sufficient. Henry Street is included on the Shire's waste collection map. Should the Shire domestic waste collection service be unavailable, a commercial bulk bin collection service will be implemented. Any bulk bin(s) will need to be sealed and supplied in a clean condition. Bulk bin washing will occur off-site.

### 6.6.3 Vegetation Management

The LWMS found the structure plan area contained 'completely degraded' vegetation considered to have limited conservation values. No species of threatened flora was identified or the site deemed to be an environmentally sensitive area. The LWMS recommended a clearing exclusion zone to protect existing vegetation along the creek line.

No development is proposed which would otherwise directly or indirectly impact on vegetation within the creek line. Any significant vegetation will be identified prior to the commencement of siteworks and be tagged or otherwise isolated within a tree protection zone to the satisfaction of the Shire. Nutrient loading or contamination will be mitigated by the control of stormwater by way of vegetated swales and basins.

No landscaping is proposed for aesthetic purposes. If directed by the Shire any landscaping will incorporate waterwise native plants consistent with the recommendations of the LWMS that do not require irrigation after the establishment period.

## 6.8 Stormwater and Erosion Control

The LWMS recommends development sites within the Henry Street Structure Plan area incorporate stormwater retention that allows discharge at the predevelopment flow rate. Water tanks to contain grey water and runoff from roof or hardstand areas.

The proposed development is not typical of that common to industrial allotments notable for expansive roofed and asphalt sealed parking areas with few discharge points for concentrated stormwater. The proposed transportable buildings have a small footprint. Vehicle manoeuvring and hard stand areas are proposed to be of a compacted gravel or equivalent non-bituminous seal which allows a degree of permeability. It is further acknowledged that the natural fall of the subject site will be leveraged and largely unchanged. That is Numerous heavily vegetated swales and basins is proposed to contain and control the discharge of stormwater that will ensure overland flows are unchanged and any contaminants are filtered. Siteworks will be limited to that necessary and incorporate a 1% downhill fall to direct run-off away from buildings and structures.

## 6.9 Utility Services

### 6.9.1 Power

The proposed operations will initially run on generators.

There is no existing low voltage overhead infrastructure in Henry Street. The planning report for the proposed workforce accommodation facility on Lot 101 Henry Street notes that a supply is available from Crosby Street however there is low remaining network capacity and therefore upgrades may be required to service their development (potentially including provision of switchgear and/or a transformer). It is unclear whether there will be a future an opportunity for any extended and upgraded overhead supply to be leveraged. Notwithstanding, network supply is not required to operate the proposed grain handling facility.

### 6.9.2 Reticulated Water

The Henry Street Structure Plan area has not been included in the Water Corporations water planning<sup>1</sup>.

### 6.9.3 Telecommunications

Katanning is services by fixed wireless and mobile phone towers. Any additional demand on the current network is anticipated to be minimal.

No telecommunications infrastructure is proposed.

### 6.9.4 Gas

There is no reticulated gas network servicing in Katanning. A gas supply is not envisaged at this time but would be otherwise met through bottled gas supply.

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<sup>1</sup> Katanning WAMMCO Site Local Water Management Study

## 7.0 Construction Environmental Management Plan

A construction environmental management plan (CEMP) has been prepared to ensure effective controls and contingencies are in place to manage development. The planning objective of the CEMP is to

- *To ensure the effective management of demolition, construction and siteworks*
- *To ensure that development is undertaken in a responsible manner that minimises impacts on surface and groundwater quality, traffic and pedestrian movement, and to encourage the retention and protection of vegetation.*
- *To maintain the local amenity in the vicinity of all works*

In order to inform baseline dust and sediment control measures a Site Risk Assessment Matrix has been prepared. The risk classification determined by the Site Risk Assessment Matrix will determine the baseline provisions and contingency arrangements pertaining to dust and sediment control and the monitoring requirements outlined in the CEMP. The risk classification is informed by the type and scale of the activity, the proximity to other land uses, and climatic factors.

All works are programmed to occur outside of the dry period 1 April – 30 September such that the assessed risk classification is not elevated to the next classification as per recognised practice.

The Site Risk Assessment Matrix and the corresponding provisions, contingency arrangements and monitoring requirements have been sourced from the *Guideline for Managing the Impacts of Dust and Associated Contaminants from Land Development Sites, Contaminated Sites Remediation and Other Related Activities* (Guidelines) produced by the Department of Biodiversity, Conservation and Attractions and adapted to respond to the local context.

### 7.1 Dust and Sediment Control

Soil disturbance will be limited to contouring of the topsoil for the purposes of establishing the footprints for the grain storage bunkers, preparing access roads, manoeuvring and hard-stand areas, excavation for transportable building footings and associated effluent treatment and disposal systems, and establishing a system of swales and basins. The natural fall of the site will be leveraged to minimise changes to the natural ground levels and excavated soil utilised for bunds and stormwater control, establishing elevated building pads and effluent treatment and disposal envelopes to ensure a 2m vertical separation from the ground water table.

The following minimum provisions, contingency arrangements and monitoring actions will be implemented during the construction period. During peak operational and dry

periods further dust suppression measures will be implemented and focused on trafficable areas.

Site Classification	Provisions	Contingency Arrangements	Monitoring Requirements
<b>Site Classification 2</b> – 200 to 399 (Low Risk)	<ul style="list-style-type: none"> <li>▪ A contingency should dust impacts occur such as use of a water cart and/or wind fencing.</li> <li>▪ Wash down areas located away from stormwater drains.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Include an allowance for water-cart operation, wind fencing and surface stabilisation (geofabric or chemical suppressants) during the construction period for the purposes of dust suppression.</li> <li>▪ If directed by the Shire or Site Supervisor the cessation of dust generating activities until such time as wind fencing, geofabric or chemical stabilisation is implemented.</li> <li>▪ The means to stabilise areas of disturbed land to ensure that exposed areas are kept to a practical minimum.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Complaints management system in place (complaints recorded and acted on promptly).</li> <li>▪ Register of complaints to be made available to the local government upon request.</li> <li>▪ Notice to be erected at the site, providing contact details of the person to be contacted and works.</li> </ul>

## 7.2 Noise and Vibration Management

Construction work shall be conducted in accordance with the *Environmental Protection (Noise) Regulations 1997* and section 6 of Australian Standard: *AS2436:2010 – Guide to Noise and Vibration Control on Construction, Demolition, and Maintenance Sites*.

The use of generators or amplified music will discontinue after 6pm.

A Nightworks Permit (or equivalent) will be sought for the prior approval of the Shire for any construction outside of the hours of 7am to 7pm or on Sundays or public holidays.

## 7.3 Bushfire

A portion of the lease area is designated a bushfire prone area due to its proximity to remanent vegetation within the Henry Street reservation.

A Bushfire Attack Level (BAL) assessment was prepared as part of the Henry Street Structure Plan see

Appendix 4 - BAL Map. The BAL mapping will inform the siting of habitable buildings including the accommodation huts. Buildings will be located in areas mapped BAL12.5 or lower.

Low threat vegetation will be established around buildings and infrastructure to ensure the modelled bushfire attack levels remain unchanged. Grass will be routinely slashed and managed in a minimal fuel condition.



Figure 11 DFES Map of Bush Fire Prone Areas

## 7.4 Aboriginal and Built Heritage

The Henry Street Structure Plan did not identify any built or cultural heritage within the structure plan area.

A further search of the Heritage Council inherit mapping system on 4/04/2026 did not identify any subsequently state or local government registered heritage places.

A further search of the Department of Aboriginal Affairs Aboriginal Cultural Heritage Inquiry System on 4/04/2026 did not identify any subsequently registered heritage sites.

## 7.5 Community Engagement

Commodity Ag is committed to working with the Shire and the local community and businesses to deliver social and economic benefits. There will be full disclosure for all activities undertaken on the site and all relevant consents will be obtained and associated conditions and obligations met.

The Gnowangerup Aboriginal Corporation have worked alongside the Richardson Group for a number of years to create strong bonds both in terms of supporting local Indigenous businesses and providing employment opportunities and training for Indigenous peoples in the region.

“In addition to fostering employment opportunities, [Commodity Ag] have extended their support to the growth and sustainability of Noongar businesses in the region. Their collaboration and assistance have played a pivotal role in nurturing entrepreneurial endeavours within the community” (Sharon Minitier, Secretary/Treasurer)

It is acknowledged that grain handling activities are seasonal in nature and that there will be heightened sensitivities during harvesting period as operating hours respond to the needs of local farmers. Notwithstanding, the operations are removed from community sensitive land uses and is serviced by an existing road network which does not pass through residential areas.

Prior to the commencement of works a complaints management system will be in place and any complaints recorded and acted on promptly. The register of complaints to be made available to the local government upon request.

Notice to be erected at the site, providing contact details of the person to be contacted to resolve any issues and the nature of the construction works and operations.

## 7.6 Work Health Safety

The grain handling facility will operate in full accordance with Work Health Safety legislation and industry best practice. Importantly, Commodity Ag has experience operating its Downs Road facility near Albany. The successful and proven work practices from that facility will be implemented in accordance with Occupational, Health, Safety, Environmental and Quality Management Systems.

Specifically, the Site Supervisor will be responsible for undertaking site specific inductions, internal safety inspections, contractor safe work method statements (SWMS) are reviewed, and permits sought for any high-risk activities. There will also be daily prestart meetings with tradespeople attending the site and regular toolbox meetings with site personnel as required.

## 7.7 Environmental Sustainability

Commodity Ag's highly successful agriculture production activities seek to find sustainable improvements to farming through practice and substantial research and development investments to make the industry cleaner and greener. They've invested \$5M over the last three years in projects such as trialling seed variations and production methods that support carbon sequestration and climate resilience.

Buildings will incorporate electrical equipment with the highest feasible energy efficiency rating, LED lighting and achieve or exceed the mandated energy efficiency standards under the building code. Water fittings will be WELS-rated. Solar panels will be assessed on their merits and introduced where feasible.

The accommodation tenancy agreement will reinforce the need to use water wisely, recycle where practical and to run electrical appliances on a need only basis.

Commodity Ag is currently developing an Environmental Sustainability Policy that will reinforce and champion its ongoing commitment to recycling, repurposing, using products with green credentials, and minimising its carbon footprint. Facilitating a transition from road to rail transportation is evidence of this commitment.

Subcontractors and suppliers will be required to evidence a commitment to sustainability principles as part of tendering processes.

## 8.0 Conclusion

It is clear from the positive discussions held with the Shire of Katanning that the proposed Commodity Ag Katanning Grain Handling Facility is a welcome investment into the local community. The grain handling facility is part of a strategic business plan to strength its paddock to port vertical supply chain model and ultimately leverage rail as the preferred means of delivery to the Port of Albany.

The subject site is appropriately zoned and located for a warehouse/storage to function without constraints or adverse impacts on the amenity of the area. The proposed workforce accommodation is an incidental but essential component of the successful operation of the grain handling facility. This component pf the use is also aligns with the local planning policy framework.

In order to progress to the next phase of project delivery development approval is sought which will provide the certainty necessary for executing a formal lease with the Shire and enabling progression to the detailed design and asset acquisition stage.

It is requested that the Draft Master Plan be endorsed as a living document such that minor works not classifiable for the purposes of building approval such as directional signage, boom gates, bollards and barriers, small water tanks and siteworks associated with improvements and ongoing maintenance to the stormwater management system can be identified by way of updates.

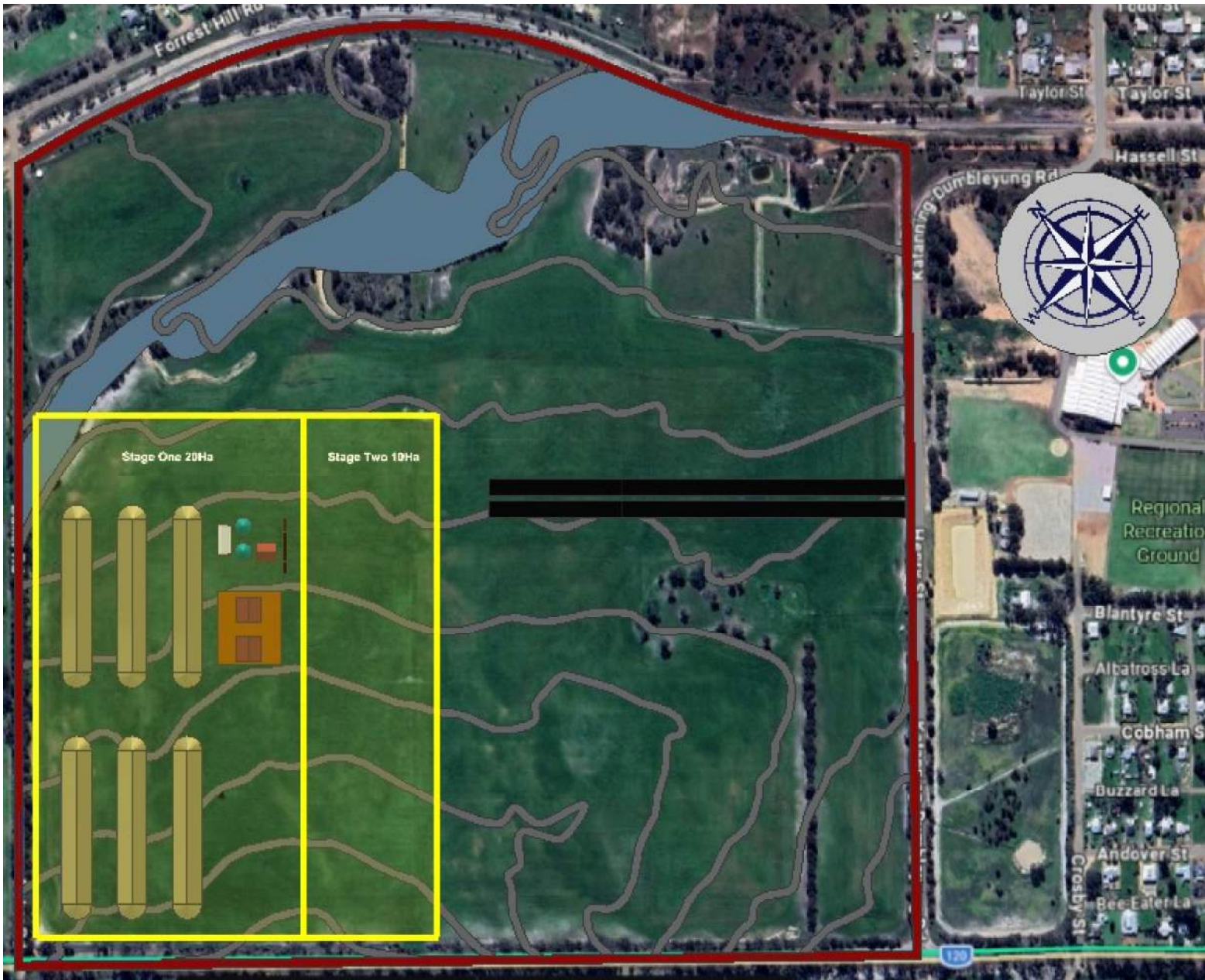
Building and environmental health consents will also be required prior to the commencement of building works and occupation, and for any additional classifiable structure in accordance with the Building Act (WA). Detailed floor plans and elevations of all transportable buildings and significant infrastructure (such as the weighbridge) identified on the Draft Master Plan will be provided when available and as part of the building application process to further inform the Master Plan.

Commodity Ag is committed to working with the Shire, local farmers and the broader community to fill the void left due to the relocation of the CBH Katanning facility to Broomhill and to further its vision for Great Southern Supply Chain Enhancement. This development application is evidence of this commitment represents the first stage of an ongoing investment into the Katanning community.

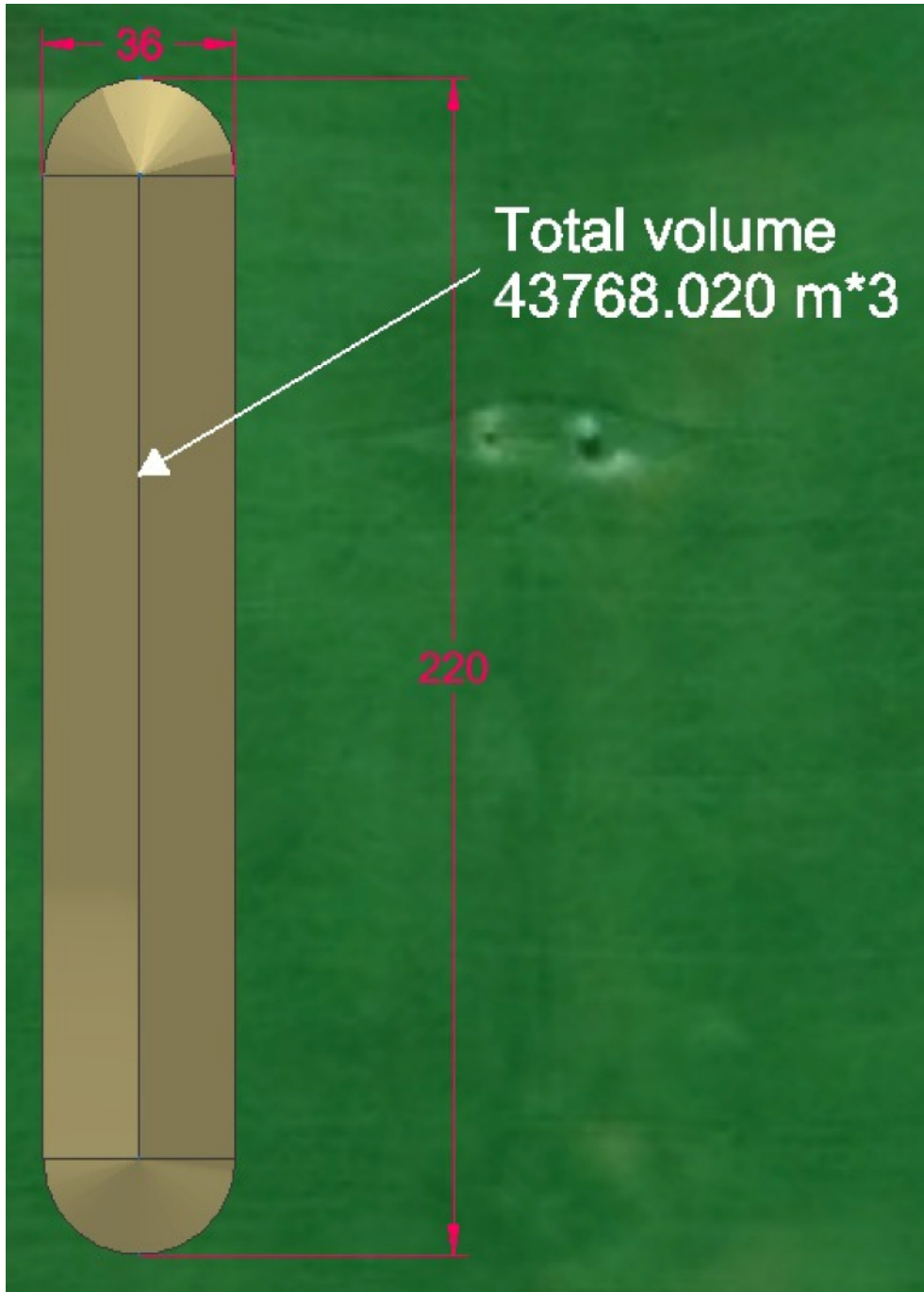
Respectfully, conditional development approval is sought to enable the commencement of forward siteworks to enable the commencement of operations at the earliest practical stage.

## 9.0 Appendices

## Appendix 1 – Draft Master Plan



## Appendix 2 - Storage Bunker Detail



## Appendix 3 - CEMP Site Risk Matrix

## Construction Environmental Management Plan Site Risk Assessment Matrix

To determine the potential dust and stormwater/wastewater risk associated with the demolition work and/or building work, the following matrix must be completed and submitted with your CEMP.

Please note: **Demolition or building works undertaken in whole or in part during the dry period (1 October – 31 March) sites assessed as Class 3 will automatically become Class 4, and sites assessed as Class 2 will automatically become Class 3.**

### Part A Nature of the Site

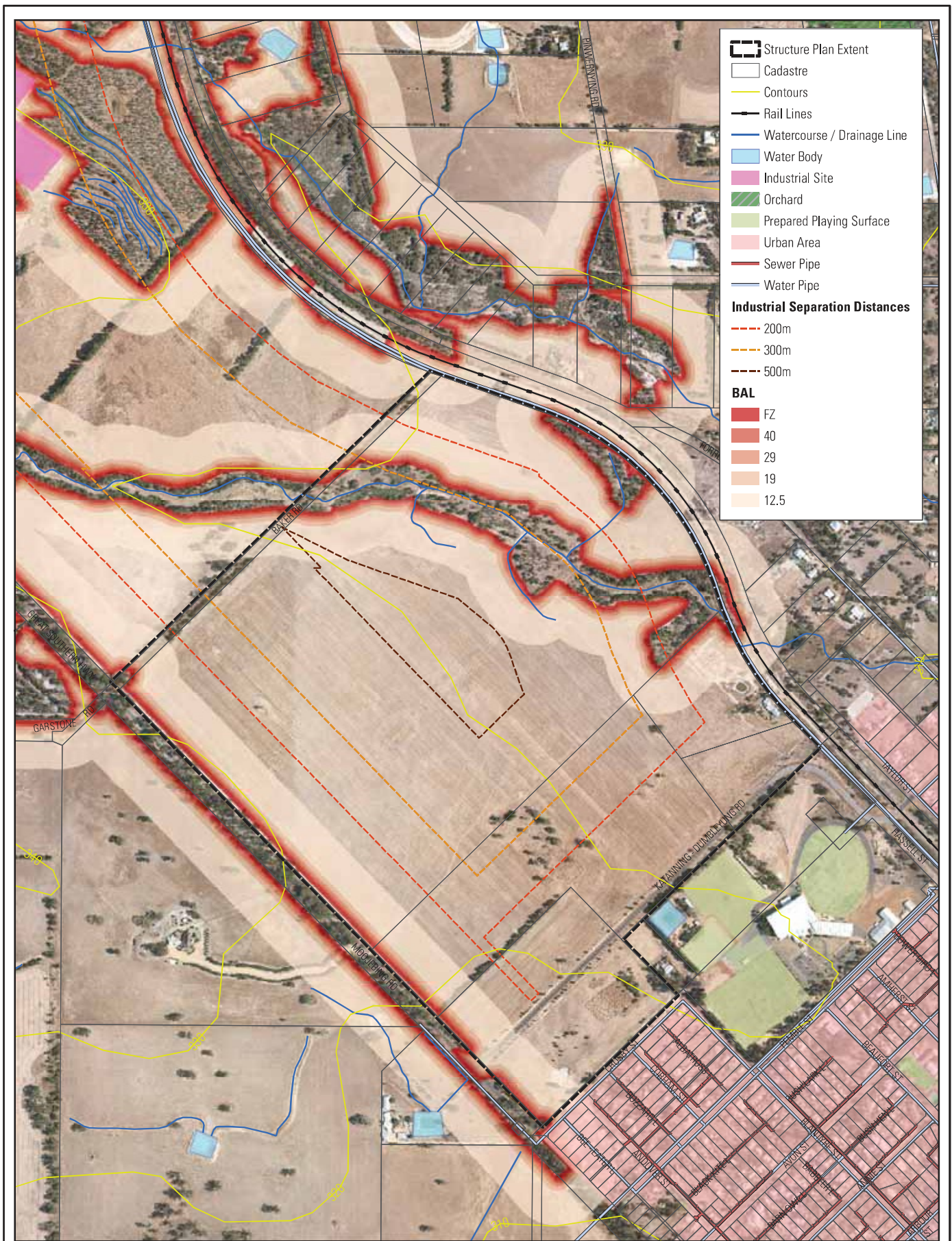
Item	Score Options (please circle)				Allocated Score
1. Nuisance potential of soil when disturbed	No or negligible soil disturbance with no stockpiling of soil.....0		Medium. Works able to be isolated or offset from any boundary.....4	High.....6	4
2. Topography and protection provided by undisturbed vegetation	Sheltered and screened.....1	Medium screening.....6	Little screening.....12	Exposed and wind prone.....18	12
3. Total area of the site disturbed by the works inclusive of laydown and trafficable areas	Less than 5,000m <sup>2</sup> .....1	Between 5,000m <sup>2</sup> and 1 hectare.....3	Greater than 1 hectare..6		3
4. Type of work being done	Internal works/no change to building footprint (no soil disturbance).....1	Minor changes to building footprint(s), fencing, small outbuildings (negligible soil disturbance) .....3	Large outbuildings and major changes to building footprint(s) and earthworks.....6	Significant construction and bulk earthworks.....9	6
<b>Total Score for Part A</b>					<b>25</b>

### Part B Site Context

Item	Score Options (please circle)				Allocated Score
1. Distance of other sensitive landuses from the site (schools and homes)		Over 100m.....6	50m to 100m.....9	Less than 50m.....12	6
2. Effect of prevailing wind directions (at time of construction) on other landuses	No soil disturbance.....0	Negligible soil disturbance.....3	affected by one prevailing (easterly or westerly) wind direction.....9	affected by more than one prevailing (easterly and westerly) wind direction.....12	9
<b>Total Score for Part B</b>					<b>15</b>

<b>Site Classification Score (A x B) = 375</b>
--

## Appendix 4 - BAL Map



# Appendix 5 – Capability Statement



# CAPABILITY STATEMENT

2025

[WWW.COMMODITYAG.COM.AU](http://WWW.COMMODITYAG.COM.AU)



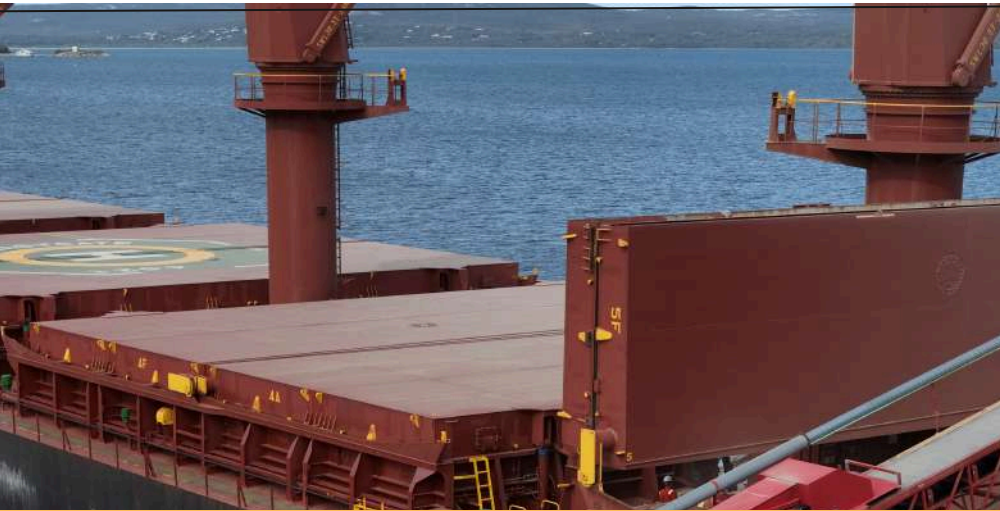
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<b>COMMODITY RANGE</b>	<b>8</b>
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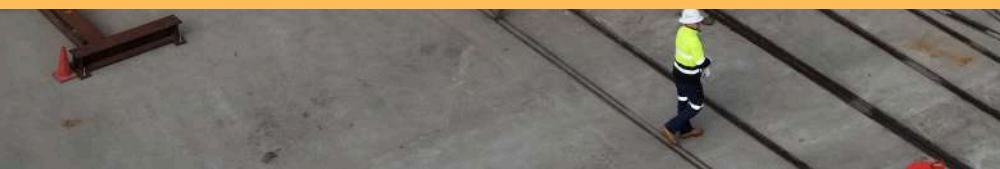
# COMPANY OVERVIEW



**1910-2025**

Commodity Ag proudly belongs to the Richardson Group, a distinguished fifth-generation family farming legacy. Rooted in a deep agricultural heritage, the Richardson family engages in large-scale broadacre farming, the exportation of premium grain commodities, and the meticulous care of animal husbandry through innovative feed lotting practices. Our expertise extends to hay production, engineering, and transport logistics, showcasing our versatile capabilities.

As we experience steady growth and embrace diversity, Commodity Ag continues to strengthen its vertical integration within the agricultural supply chain. We are dedicated to evolving towards robust corporate governance and compliance, all while steadfastly upholding the enduring core values that define our legacy.





# OUR VISION

*Commodity Ag vision is to sustainably cultivate and deliver market-leading agricultural food products, ensuring a seamless and direct connection to both domestic and international customers. We achieve this through our distinctive and innovative vertically integrated supply chain, which enhances efficiency and quality at every stage of production and distribution.*



# WESTERN AUSTRALIA GRAIN PRODUCTION

WESTERN AUSTRALIA PRODUCES APPROXIMATELY 18 MILLION TONNES OF GRAIN EACH YEAR, WHICH INCLUDES CEREALS, OILSEEDS, AND PULSES.

The grains industry is the largest agricultural sector in Western Australia

The state exports about 80–90% of its grain production to over 50 countries

The majority of grain exports are derived from cereal production. - Wheat is the state's primary grain crop





# WHAT WE OFFER

- » FUMIGATION AND GRAIN CLEANING
- » DIRECT ACCESS TO FARM GATE GRAIN COMMODITY'S FOR BUYER
- » VERTICALLY INTEGRATED SUPPLY CHAIN FOR FARM GATE TO FOB
- » CONSOLIDATION AND STORAGE OF GRAIN FOR EXPORT BUYERS
- » CONTAINERISATION OF GRAIN COMMODITY FOR EXPORT
- » SHIP CHATERING AND ROAD HAUL LOGISITCS



# GRAIN PRODUCTION

15 properties with total area of 24,000 hectares (approx. 60,000 acres)

Producing approx. 60,000 tons per annum of high-grade grain crops including but not limited to:

- Cereals – Wheat, Barley, Oats
- Pulses – Faba Beans, Lupins
- Oil Seeds – Conola Non-GM/GM
- Export Hay production.
- Livestock production Sheep and Cattle



# GRAIN COMMODITY RANGE

*Commodity Ag can work with customers to produce boutique grains for each customer requirement.*

1	<b>AUSTRALIAN STANDARD WHITE WHEAT</b>	9.0% protein, 9.5% protein
2	<b>AUSTRALIAN PREMIUM WHITE WHEAT</b>	10% protein, 10.5% protein
3	<b>AUSTRALIAN HARD WHEAT</b>	11.0% protein, 11.5% protein, 12% protein, 12.5% protein
4	<b>AUSTRALIAN NOODLE BLENDS</b>	Upon request, these can be short supply at times
5	<b>FEED WHEAT</b>	Stockfeed
6	<b>FEED BARLEY</b>	Stockfeed
7	<b>LUPINS</b>	
8	<b>OATS</b>	Milling & feed
9	<b>CANOLA</b>	GM & Non - GM
10	<b>HAY</b>	Oaten & Lucerne



# STORAGE LOCATIONS



## **COPAL ROAD (10 ACRES) 01**

- 20,000 - ton silo storage
  - 21,000 ton bunker storage
  - Weighbridge and grain cleaning/fumigation
- 

## **DOWN ROAD (8.5 ACRE) 02**

- 9,500 ton shed storage
  - 15,000 ton bunker storage
  - Rail access
- 

## **LOT 54/55, PORT OF ALBANY 03**

- 30,000 ton storage in port adjacent to Berth 6
- 

## **GREAT SOUTHERN UPCOUNTRY STORAGE 04**

- Up to 300,000 tons
-



# ROAD HAUL LOGISTICS FLEET



**16 KENWORTH PRIME  
MOVER ROAD TRAIN  
COMBINATIONS**

Access to 30 private subcontract haulage providers and 50 road trains as and when required in the Great Southern region.



# PORT OF ALBANY GRAIN EXPORT CAPABILITIES



## BERTH 2

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- Max vessel size: 180m LOA.
- Mobile ship-loader (Owned) with 300-500 metric tons per hour loading capacity.

## BERTH 6

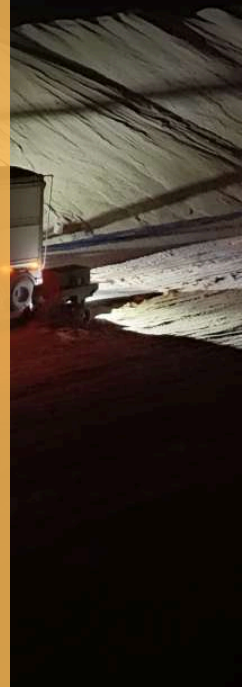
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- Max vessel size 210m LOA
- 12.5m Berth depth
- Fixed ship-loader with an approx. 600 to 1,000 metric ton per hour loading capacity.



# CORE COMPETENCIES

- Fully owned vertically integrated supply chain from farm gate to export port.
- Traceability of grains to comply with Australian standards.
- Ability to offer direct consignments from grain producers, allowing traceability to the specific farmland where specific grains were grown.
- Ability to supplying High-Fibre wheat for niche markets with special dietary needs.



# PORT OF ALBANY TO INDONESIA PORTS

<b>TANJUNG PRIOK (JAKARTA, WEST JAVA)</b>	<b>2,432 nautical miles</b>	<b>10.5 days sailing</b>
<b>GRESIK (SURABAYA, EAST JAVA)</b>	<b>2,870 nautical miles</b>	<b>12 days sailing</b>
<b>MAKASSAR (SALAWESI)</b>	<b>3,238 nautical miles</b>	<b>13.5 days sailing</b>
<b>SEMARANG (CENTRAL JAVA)</b>	<b>2,641 nautical miles</b>	<b>11 days sailing</b>
<b>MEDAN - BELAWAN (NORTHERN SUMATRA)</b>	<b>3,445 nautical miles</b>	<b>14.5 days sailing</b>
<b>KUPANG (WEST TIMOR)</b>	<b>2,242 nautical miles</b>	<b>9.5 day sailing</b>
<b>LAMUNG (SOUTH SUMATRA)</b>	<b>2,354 nautical miles</b>	<b>10 days sailing</b>

\*assuming vessel speed of 10 knots



# APPROVALS

- ✔ Approved by the ACCC (Australian Competition & Consumer Commission) to export Grain Commodity
- ✔ DAFF Quarantine approved for Export of Grain Commodity. (Department of Agriculture, Fisheries and Forestry)
- ✔ Port of Albany Western Australia Port Operational License
- ✔ GACC Approved Exporter (General Administration of Customs of the People's Republic of China)



# PAST PERFORMANCE



**MV EASTGATE WHEAT  
SHIPMENT**



- Successfully exported 23000 metric tons of wheat to Indonesia Bogasari Flour Mill
- Long-standing relationships with importers, traders, and suppliers across Australia Asia, Europe, and the Middle East
- Certifications: ISO 9001, GAP (Good Agricultural Practices), Australian Grain Export Standards]
- Trusted by leading global grain importers for quality and consistency

# WHY CHOOSE US



## **DIRECT RELATIONSHIPS WITH PRODUCERS**

We engage directly with grain producers instead of working through brokers, ensuring a more transparent and efficient process.

## **ADHERENCE TO HIGH STANDARDS**

We strictly follow the highest food safety and quality assurance standards.

## **STABLE AND RELIABLE SUPPLY CHAIN**

Our supply chain is reliable, minimizing disruptions and ensuring consistent delivery.

## **QUALITY ASSURANCE**

Australian wheat is renowned for its quality and safety standards, providing flour mills and food producers in Indonesia with dependable products.

## **REGULATORY COMPLIANCE**

We ensure compliance with all relevant regulations, making the importing process smoother.

## **FAVOURABLE TRADE AGREEMENTS**

Strong trade relations between Australia and Indonesia facilitate efficient customs processes and adherence to import regulations.

## **BOOSTING FOOD SECURITY**

A stable wheat supply plays a crucial role in enhancing Indonesia's food security, especially during periods of global uncertainty.

## **STRATEGIC SHIPPING LOCATION**

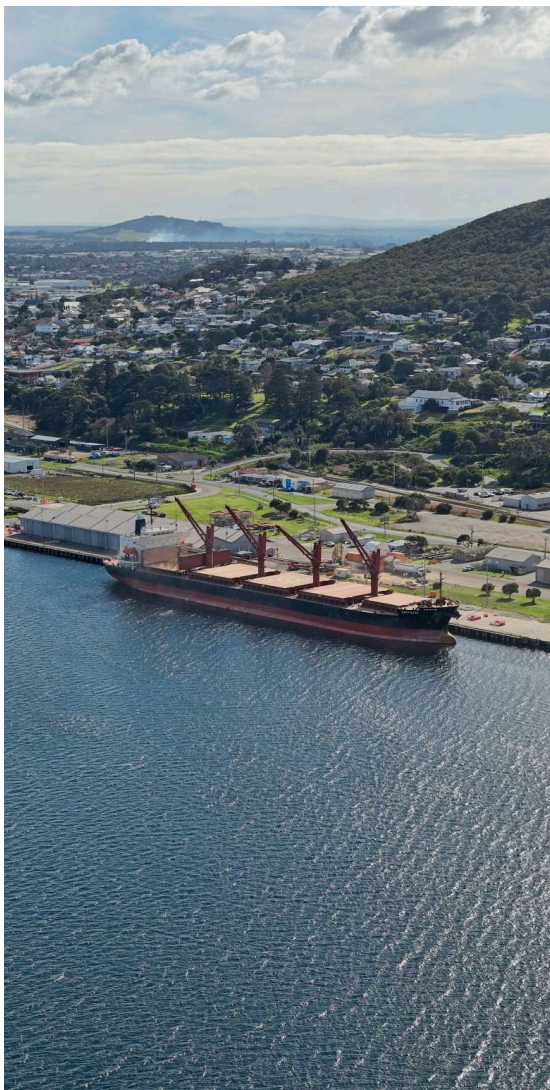
The Port of Albany in Western Australia is ideally situated, making shipping more efficient compared to more distant sources and potentially reducing lead times.

## **PRIORITY SHIP BERTHING**

We prioritize ship berthing, further enhancing our shipping efficiency.



# CONTACT ENQUIRES



*We look forward to establishing a long-term and successful partnership with you in the grain export industry.*

## ANDREW MELVILLE PHONE

+61 427 272007

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## EMAIL

[andrew@commodityag.com.au](mailto:andrew@commodityag.com.au)

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## BUSINESS DEVELOPMENT PHONE

Tel: (+62) (031) 9953 6200

(+62) (031) 3291 272

Fax : (031) 3291 272

ASL Center : (+62) 811 3490907

Daemen - (+62) 08113322688

Elrita - (+62) 0877 8008 9483

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## EMAIL

Pak Daemen | [daemen@asllogistik.com](mailto:daemen@asllogistik.com)

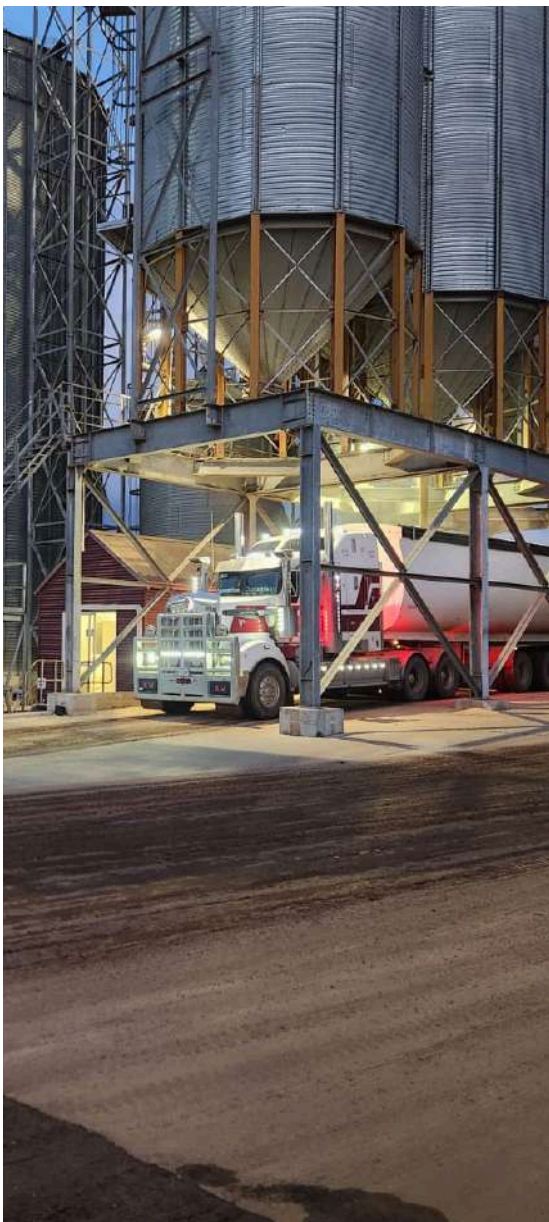
Ibu Elrita | [commodityag@asllogistik.com](mailto:commodityag@asllogistik.com)

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2025

# CONTACT HEAD OFFICE



## PHONE

1800 921 500  
+61 (08) 98271 924

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## EMAIL

alan@commodityag.com.au  
casey@commodityag.com.au

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## WEBSITE

[www.commodityag.com.au](http://www.commodityag.com.au)

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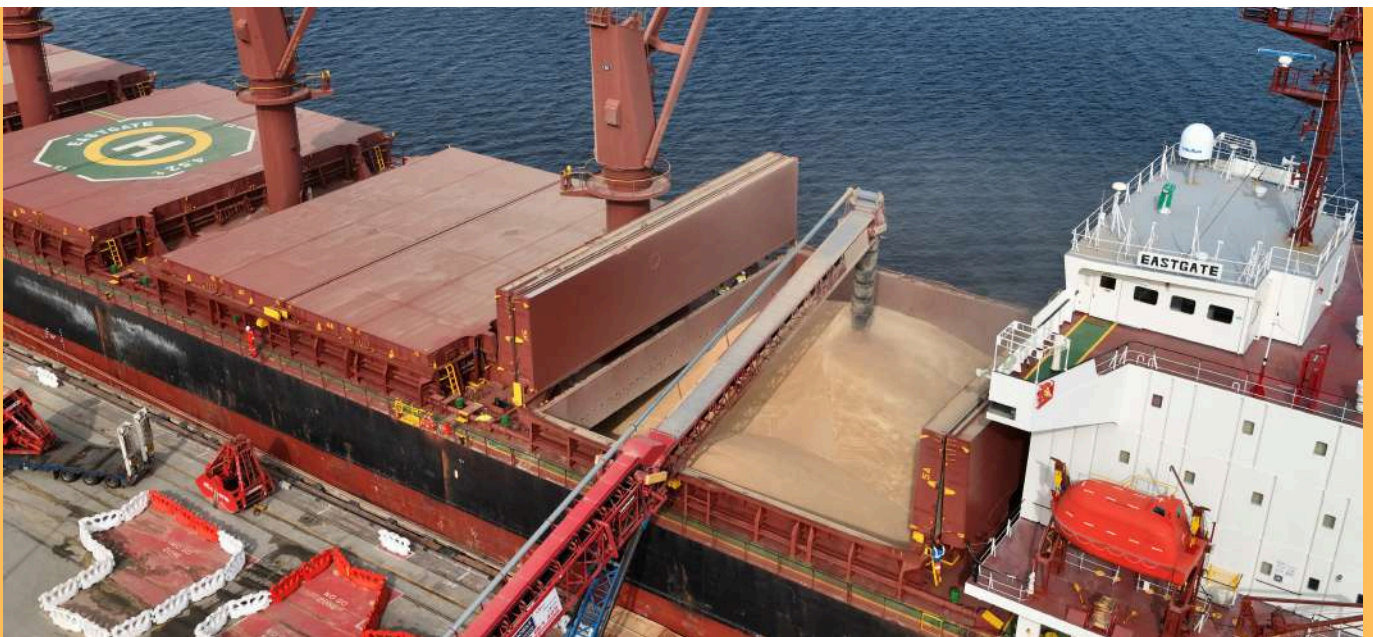
## ADDRESS

10 Cecil Street, Gnowangerup,  
Western Australia, 6335

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**THANK YOU!**



**[WWW.COMMODITYAG.COM.AU](http://WWW.COMMODITYAG.COM.AU)**

# Appendix 6 – Form 1 Application for Development Approval

**SHIRE OF KATANNING LOCAL PLANNING SCHEME NO.5**



**FORM 1 - APPLICATION FOR DEVELOPMENT APPROVAL**

**OWNER DETAILS**

Name/s:

ABN (if applicable):

Postal Address:

Suburb:

State:

Postcode:

Contact Person for Correspondence:

Work Phone:

Home Phone:

Mobile:

Email:

Fax:

**Signature ( Field Required\* )**

Name:

Signature:

Date:

Name:

Signature:

Date:

**IMPORTANT NOTES**

- i) Use and attach a separate copy of this page where there are more than two (2) landowners.
- ii) The signature/s of all registered owner(s) as listed on the land's Certificate of Title is required. Processing of this application cannot proceed without the required signature/s. For the purposes of signing this application an owner includes the persons referred to in the Planning and Development (Local Planning Schemes) Regulations 2015 Schedule 2 clause 62(2). Land owned by an incorporated body (i.e. a company) must be signed by:
  - 1 director of the company, accompanied by the company seal; or
  - 2 directors of the company; or
  - 1 director and 1 secretary of the company; or
  - 1 director if a sole proprietorship company.
 Print the full names and positions of the company signatories underneath the signatures and provide a copy of an ASIC company search to verify those who signed the application form have the legal authority to do so .....[Search Company and Other Registers \(asic.gov.au\)](http://www.asic.gov.au).
- iii) A copy of the Certificate of Title for all land the subject of this application must be provided and can be purchased through Landgate directly if required.....[Certificate of Title - Landgate](http://www.landgate.wa.gov.au).  
 Development Applications relating to Unallocated Crown Land, Unmanaged Crown Reserves, land under management order to the Shire of Katanning where the development is not consistent with the reserve's purpose, or is used for commercial purposes, or land which is subject to a lease issued under the Land Administration Act 1997 need to be referred to the Lands Division of the Department of Planning, Lands and Heritage for consideration and signing.....[proposals@dplh.wa.gov.au](mailto:proposals@dplh.wa.gov.au).

**APPLICANT DETAILS ( if different from owner )**

Name:

ABN (if applicable):

Postal Address:

Suburb:

State:

Postcode:

Contact Person for Correspondence:


Work Phone:

Home Phone:

Mobile:

Email:

Fax:

Signature: 

Date:

**IMPORTANT NOTES**

- iv) Failure to provide a suitably completed development application form, a copy of the relevant Certificate/s of Title, an ASIC company search where required, suitable plans and other supporting information as per the Shire's Development Application Checklist and/or the correct application fee may result in the application being returned or placed on hold.
- v) The application fee payable will be confirmed by the Shire following receipt and review of the application. Processing of the application will not commence until the fee is paid in full.
- vi) As per Schedule 2 clause 64 of the Planning and Development (Local Planning Schemes) Regulations 2015 the information and plans provided with this application may be made available by the Shire for public viewing in connection with the application.
- vii) If public advertising of the application is required an additional fee in accordance with the Shire's adopted schedule of fees and charges will be payable by the applicant. Further processing of the application following completion of public advertising will not proceed until the additional fee is paid in full.
- viii) The original of this application and supporting information and plans will be retained by the Shire for its records and will not be returned to the applicant/landowner following final determination.

**PROPERTY DETAILS****NOTE:** The details provided must match those shown on the relevant Certificate/s of Title.

Lot No/s:

House/Street No/s:

Location No/s:

Survey Diagram or Plan No/s:

Certificate of Title Volume No/s:

Certificate of Title Folio No/s:

Title encumbrances (e.g. easements, restrictive covenants etc. as listed on the Second Schedule of the relevant Certificate/s of Title):

Street Address:

Suburb:

State:

Postcode:

Nearest street intersection:

**Proposed Development ( Field Required\* )**

*\*All areas must be completed for the development application to continue*

Nature of development:  Works (New construction works with no change of land use)  
 Use (Change of use of land with no construction works)  
 Works and Use

*NOTE: If the proposal involves advertising signage the Additional Information for Development Approval for Advertisements form (i.e. a Form 2) must be completed and submitted with this application.*

Is an exemption from development approval claimed for part of the development?  Yes  No

If yes, is the exemption for:  Works  
 Use

Description of exemption claimed (if relevant):

Nature of any existing buildings and/or land use:

Description of proposed works and/or land use:

Approximate cost of proposed development (excluding GST):

**OFFICE USE ONLY**

Received by:

Date application received:

Application Reference Number:

Assessment Number:

Application Fee Payable: \$

Date of Receipt:

Receipt Number:

## Appendix 7 – Copy of Title

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

933 102

**RECORD OF CERTIFICATE OF TITLE**  
UNDER THE TRANSFER OF LAND ACT 1893

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

*BGRoberts*  
REGISTRAR OF TITLES



**LAND DESCRIPTION:**

LOT 2809 ON DEPOSITED PLAN 117098

**REGISTERED PROPRIETOR:**  
(FIRST SCHEDULE)

SHIRE OF KATANNING OF AUSTRAL TERRACE, KATANNING

(T J614616 ) REGISTERED 7/2/2006

**LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:**  
(SECOND SCHEDULE)

1. TITLE EXCLUDES THE LAND SHOWN ON O.P. 16248.
2. TITLE EXCLUDES THE LAND SHOWN ON O.P. 16249.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.  
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

**STATEMENTS:**

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: 933-102 (2809/DP117098)  
PREVIOUS TITLE: 339-35  
PROPERTY STREET ADDRESS: NO STREET ADDRESS INFORMATION AVAILABLE.  
LOCAL GOVERNMENT AUTHORITY: SHIRE OF KATANNING

## Review of Submissions

### Development Application – ‘Warehouse /Storage’ (bulk grain storage), a ‘Caretakers Dwelling’ and an ‘Office’ at Lot 2809 Great Southern Highway, Katanning

Submission	Comments received - summarised	Shire administration comment
<b>Government responses</b>		
<p>1. Main Roads WA</p> <p><b>Steve Pickin</b> Network Operations Manager Great Southern Region Regional Operations Tel: <a href="tel:+61898920541">+61 8 9892 05 41</a> Mob: <a href="tel:0427997691">0427 997 691 41</a></p>	<p>Thank you for providing Main Roads the opportunity to comment on this proposal.</p> <p><b>SEEKING COMMENT - DEVELOPMENT APPLICATION – PROPOSED WAREHOUSE/GRAIN STORAGE – LOT 2809 GREAT SOUTHERN HIGHWAY KATANNING REV 2</b></p> <p>Main Roads has no preliminary objection to the proposal and offers the following comment:-</p> <ul style="list-style-type: none"> <li>• Main Roads has jurisdiction for the Great Southern Highway (M031) road reserve.</li> <li>• There shall be no direct vehicular access to/from the facility to the M031.</li> <li>• The M031 and the Katanning -Dumbleyung Rd (Henry Street) are both on the Restricted Access Vehicle Network 7 and cater for heavy vehicles up to 37.5m long.</li> <li>• The vehicular access (crossover) to Henry Street should provide lane correct two-way access to/from the facility.</li> <li>• The vehicular access (crossover) to Henry Street should also provide sufficient setback to any proposed gate within the facility to allow all vehicles entering to “stack” between the gateway and the roadway without hindering through traffic on Henry Steet.</li> <li>• Any signage for the facility that is visible from the M031 would require the Shires endorsement and Main Roads approval.</li> <li>• Any lighting for the facility that is visible from the M031 would require the Shires endorsement and Main Roads approval.</li> <li>• No earthworks are to encroach onto the M031 road reserve.</li> <li>• No stormwater shall enter the M031 road reserve.</li> <li>• Any works within the M031 road reserve would require Main Roads written prior approval.</li> <li>• The landowner shall make good any damage to the existing verge and vegetation within the M031 road reserve.</li> </ul>	<p>MRWA has no fundamental issues with the proposal, which includes access to the Great Southern Highway via the Henry St.</p> <p>MRWA has stated that there shall be no <u>direct</u> vehicular access to/from the subject Lot 2809 - to the Great Southern Highway.</p> <p><i>In response to comments received from the MRWA, it is recommended that the following advice is passed onto the proponent:</i></p> <p><i><b>The Henry Street access should provide sufficient setback to any proposed gate within the facility to allow all vehicles entering to “stack” between the gateway and the roadway without hindering through traffic on Henry Steet.</b></i></p>
<b>Public responses</b>		
<p>2. Bruno Lopes <a href="mailto:info@bgl solutions.com.au">info@bgl solutions.com.au</a> 4 Henry Street KATANNING WA 6317</p>	<p>I am writing to formally object to the proposed Commodity Ag Development Application for Warehouse/Storage at Lot 2809 Great Southern Highway, Katanning.</p> <p>I wish to make it clear that my objection is not against agriculture, local farmers, regional investment or economic development.</p> <p>I understand the importance of the agricultural industry to Katanning and the wider Great Southern region. However, I strongly object to this application in its current form because</p>	<p>The proposed grain storage facility for Lot 2809 Katanning was referred to government agencies and surrounding landholders, seeking comment. The general public was also invited to make comment.</p>

	<p>of the likely impact it will have on nearby residents, including my family, whose home is approximately 550 metres from the proposed facility.</p> <p>At this distance, the proposed development is close enough to directly affect our residential amenity, particularly during the peak harvest period when the site is expected to be most active.</p> <p>The application confirms that the proposed facility includes grain bunkers, a weighbridge, mobile conveyor operations, truck loading and unloading, transportable buildings, workers' accommodation, generators and lighting.</p> <p>It also states that during peak harvest the facility may operate for up to 16 hours per day, with up to 100 inbound trucks per day. When outbound truck movements are included, this could result in a very significant number of heavy vehicle movements each day. The application also seeks unrestricted operating hours, meaning activity could occur early in the morning, late at night or potentially overnight.</p> <p>This is a major concern for nearby residents. Heavy vehicle noise, reversing alarms, engine braking, generators, grain transfer equipment, dust, lighting and general site activity have the potential to cause unacceptable impacts, especially during dry and windy harvest conditions.</p> <p>I do not believe the application provides enough independent technical evidence to demonstrate that nearby homes will be properly protected. In particular, I am concerned that the application does not include a detailed independent acoustic assessment, air quality/dust assessment, or a full traffic impact assessment based on peak harvest conditions and nearby sensitive receptors.</p> <p>The application appears to rely heavily on general management statements and future detailed design work. In my view, that is not sufficient. A development of this scale and nature should not be approved first and assessed later. The Shire and affected residents should be provided with clear, independent evidence before any approval is considered. I am also concerned that the report describes the operation as being removed from sensitive land uses. Given that my residence is approximately 550 metres away, I do not accept that nearby homes can be dismissed as unaffected. Residential properties are sensitive land uses, and the impact on those residents must be properly assessed. I also note that the application refers to an initial 20-hectare lease area, an option for a further 10 hectares, and future opportunities for rail/intermodal freight operations. This raises concern that approval of the current application may establish the foundation for a much larger freight and industrial operation in the future, without the full long-term impacts being properly understood at this stage.</p> <p>For these reasons, I respectfully request that the Shire refuse the application in its current form.</p> <p>If the Shire is not prepared to refuse the application, I request that the matter be deferred until the applicant provides the following:</p> <ol style="list-style-type: none"> <li>1. A detailed independent noise assessment, including assessment of early morning, evening and night-time activity.</li> <li>2. A detailed dust and air quality assessment based on dry harvest conditions and prevailing winds.</li> <li>3. A full traffic impact assessment based on peak truck numbers, including inbound and outbound heavy vehicle movements.</li> <li>4. A clear map showing the distance between the proposed activity areas and all nearby residential dwellings.</li> </ol>	<p>At the close of advertising, eleven (11) submissions were received. Ten of the eleven submissions expressed concerns relating to the proposed use of the Lot 2809.</p> <p>The submissions had varying degrees of concern. The following provides a combined list of concerns:</p> <ul style="list-style-type: none"> <li>• Potential noise impact due to proposed operations – trucks, generators, nighttime operations.</li> <li>• Potential dust impact due to transfer of grain and truck movement.</li> <li>• Potential light pollution due to proposed nighttime operations and truck movement.</li> <li>• Lack of technical evidence to demonstrate that nearby homes will be properly protected (noise, dust and traffic).</li> <li>• Approval of the current application may establish the foundation for a much larger freight and industrial operation in the future, without the full long-term impacts being properly understood at this stage.</li> <li>• Environmental impact associated with fauna at the foreshore (creek) area.</li> <li>• Numbers of truck movements on the local roads- road safety.</li> <li>• Unrestricted operating hours and associated night time noise.</li> <li>• Too close to town.</li> <li>• Potential rodent and insect infestation.</li> <li>• Allergies from mites and insects associated with grain storage.</li> <li>• Chemical exposure from fumigation.</li> <li>• Overall negative impact on a quiet lifestyle.</li> <li>• Visual impact to neighbouring residents.</li> <li>• Distance to neighbouring sensitive housing.</li> </ul> <p><b>In response to the comments received, the Shire administration makes the following comments/recommendations:</b></p> <p><b>In accordance with the Shire's Local Planning Scheme No.5, the subject Lot 2809 (76.9 hectares in land area) is zoned 'Industrial Development'. The key objective of the 'Industrial Development' zone is to identify land for industrial expansion, subject to appropriately managing any potential impacts to the environment and surrounding sensitive uses (housing):</b></p>
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		<p>5. Fixed operating hours, with no unrestricted 24-hour operation.</p> <p>6. Binding conditions controlling truck movements, generators, lighting, dust, noise, complaints and compliance monitoring.</p> <p>7. Written confirmation that any future expansion, including rail or intermodal freight activity, will require a separate development application, public advertising and full assessment.</p> <p>8. A requirement for the applicant to undertake direct consultation with nearby affected residents before any approval is granted.</p> <p>In its current form, I do not believe the application adequately protects nearby residents or provides sufficient certainty about the true impacts of the proposal.</p> <p>I ask that my objection be formally recorded and that I be notified of any Council meeting, agenda item, public consultation process or decision relating to this application.</p>	<p>The proposed grain storage facility and incidental activities are considered industrial in character. The proposed use and works at the subject site (grain storage facility) is therefore in-keeping with the Scheme's general intent for the industrial development area, which is for industrial type uses:</p> <p>The Environmental Protection Authority has published guidance outlining recommended separation distances between industrial and sensitive land uses (housing) to minimise land use conflict. For grain transfer facilities, a separation distance of 500 metres is recommended. The proposed development provides an approximate setback of between 300 and 400 metres to existing dwellings located on the opposite side of the Great Southern Highway.</p> <p>Given the proposed variation to the recommended separation distance, concerns raised by neighbouring landholders (e.g. noise, dust and light spill) should be carefully considered and management criteria implemented:</p> <p>Conditions should be imposed to ensure the development does not unreasonably impact the amenity of the area:</p> <p>Conditions should include:</p> <ul style="list-style-type: none"> <li>• <b>Dust generated at the site is to be effectively controlled by engineered solutions and if not practicable, by the application of water via a water truck or installed irrigation system to minimise off-site emissions.</b></li> <li>• <b>Should the use of the site involve any nighttime operations (10pm-7am) or operations on a Sunday or public holiday, a noise management plan is to be prepared by a suitably qualified person and submitted to the Shire, demonstrating how the operations comply with the Environmental Protection (Noise) Regulations 1997.</b></li> <li>• <b>All external lighting is to be designed, positioned and shielded to prevent light spill beyond the site boundaries, in accordance with Australian Standard AS 4282—1997 Control of the obtrusive effects of outdoor lighting.</b></li> </ul>
3.	<p>Geoffrey Flack Melanie Coyle 51 Forrest Hill Road Katanning 0408 099 821</p>	<p>Hi I am a resident and land owner at 51 Forrest Hill Road Katanning and my property back directly onto were proposed site is going to be.</p> <p>I have a few concerns in regards to this.</p> <p>First of all is the effect it may have on the value of our property as in the proposal for future expansion they want to put a rail system in place to move grain, the dust noise and lights will have a major impact on us.</p> <p>Next is the dust from the trucks unloading into terminal.</p> <p>Where will they turn into the establishment will it be bitchament or just gravel.</p> <p>Lights if it going be a 24 hour work area this will effect us.</p> <p>Also noise impact with truck slowing down noise of the facility.</p> <p>The environment impact we have a couple of wedgetail eagles that inhabit the trees along creek line as well as turtles frogs and native wild life what impact will it have with dust and noise.</p> <p>Lastly not sure if any consideration has been given to camp site for mine, the workers their will be day and night shift and the noise of truck entering from Henry Street will impact them I do believe a better place away from town can be found maybe upgrading old terminal for this be a better option.</p> <p>I do hope these will be taken into consideration as well as other residents in the Area.</p>	
4.	<p>Cameron Wood &amp; Mark Letter <a href="#">88 Prosser Street</a> <a href="#">KATANNING WA 6317</a> P: 0409559827 E: <a href="mailto:nibsta@gmail.com">nibsta@gmail.com</a></p>	<p>To the Shire of Katanning, I am writing to formally object to the proposed Commodity Ag Development Application for Warehouse/Storage at <a href="#">Lot 2809 Great Southern Highway, Katanning</a>.</p> <p>I wish to make it clear that my objection is not against agriculture, local farmers, regional investment or economic development.</p>	

I understand the importance of the agricultural industry to Katanning and the wider Great Southern region. However, I strongly object to this application in its current form because of the likely impact it will have on nearby residents.

The application confirms that the proposed facility includes grain bunkers, a weighbridge, mobile conveyor operations, truck loading and unloading, transportable buildings, workers' accommodation, generators and lighting.

It also states that during peak harvest the facility may operate for up to 16 hours per day, with up to 100 inbound trucks per day. When outbound truck movements are included, this could result in a very significant number of heavy vehicle movements each day. The application also seeks unrestricted operating hours, meaning activity could occur early in the morning, late at night or potentially overnight.

This is a major concern for nearby residents. Heavy vehicle noise, reversing alarms, engine braking, generators, grain transfer equipment, dust, lighting and general site activity have the potential to cause unacceptable impacts, especially during dry and windy harvest conditions.

I do not believe the application provides enough independent technical evidence to demonstrate that nearby homes will be properly protected. In particular, I am concerned that the application does not include a detailed independent acoustic assessment, air quality/dust assessment, or a full traffic impact assessment based on peak harvest conditions and nearby sensitive receptors.

The application appears to rely heavily on general management statements and future detailed design work. In my view, that is not sufficient. A development of this scale and nature should not be approved first and assessed later. The Shire and affected residents should be provided with clear, independent evidence before any approval is considered.

I also note that the application refers to an initial 20-hectare lease area, an option for a further 10 hectares, and future opportunities for rail/intermodal freight operations. This raises concern that approval of the current application may establish the foundation for a much larger freight and industrial operation in the future, without the full long-term impacts being properly understood at this stage.

For these reasons, I respectfully request that the Shire refuse the application in its current form.

If the Shire is not prepared to refuse the application, I request that the matter be deferred until the applicant provides the following:

1. A detailed independent noise assessment, including assessment of early morning, evening and night-time activity.
2. A detailed dust and air quality assessment based on dry harvest conditions and prevailing winds.
3. A full traffic impact assessment based on peak truck numbers, including inbound and outbound heavy vehicle movements.

- ~~Prior to occupation of use, a stormwater management system is to be designed and implemented to the satisfaction of the Shire of Katanning, ensuring the protection of the environmentally sensitive foreshore area. This may include the need for swales directing stormwater runoff to a detention basin.~~
- ~~The landowner shall implement, maintain, and, where necessary, upgrade vermin (rodent) control measures to prevent infestation on the site. All such measures are to be carried out to the satisfaction of the Shire of Katanning.~~
- ~~A complaints management system is to be maintained in place (complaints recorded and acted on promptly) and made available to the local government upon request.~~
- ~~The application up for consideration is limited to the Stage 1, which includes a 'Warehouse /Storage' area, 'Caretakers Dwelling', 'Office' and incidental activities (e.g. weighbridge, access and stormwater management), as depicted by the 'Master Plan', submitted as part of the development application.~~

~~It is also recommended that the proponent is advised that any future Stage 2 expansion will require a separate development application and assessment. Given the concerns raised by the community around potential land use conflict and including the following comment:~~

~~*I do not believe the application provides enough independent technical evidence to demonstrate that nearby homes will be properly protected*~~

~~to enable the local government to reasonably determine the application, it is recommended that the Council request that the proponent provide additional information.~~

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		<ol style="list-style-type: none"> <li>4. A clear map showing the distance between the proposed activity areas and all nearby residential dwellings.</li> <li>5. Fixed operating hours, with no unrestricted 24-hour operation.</li> <li>6. Binding conditions controlling truck movements, generators, lighting, dust, noise, complaints and compliance monitoring.</li> <li>7. Written confirmation that any future expansion, including rail or intermodal freight activity, will require a separate development application, public advertising and full assessment.</li> <li>8. A requirement for the applicant to undertake direct consultation with nearby affected residents before any approval is granted.</li> </ol> <p>In its current form, I do not believe the application adequately protects nearby residents or provides sufficient certainty about the true impacts of the proposal.</p> <p>Based on current activities conducted at Wammco during the regular burning of offal, the town is directly effected by the smells due to the prevailing winds. A development of this size would directly impact the entire townsite of Katanning with the noise and grain dust pollution, resulting in what could cause many health issues for our residents.</p> <p>I ask that my objection be formally recorded and that I be notified of any Council meeting, agenda item, public consultation process or decision relating to this application.</p>	
5.	<p>Zac Schlueter &amp; Kelly Baxter  110 Pinwernying Road  KATANNING WA 6317  P: 0477999952  E: <a href="mailto:zsloota@outlook.com">zsloota@outlook.com</a></p>	<p>To the Shire of Katanning,</p> <p>I am writing to formally object to the proposed Commodity Ag Development Application for Warehouse/Storage at Lot 2809 Great Southern Highway, Katanning.</p> <p>I wish to make it clear that my objection is not against agriculture, local farmers, regional investment or economic development.</p> <p>I understand the importance of the agricultural industry to Katanning and the wider Great Southern region. However, I strongly object to this application in its current form because of the likely impact it will have on nearby residents, including my family, whose home is approximately 700 metres from the proposed facility with a direct line of sight.</p> <p>At this distance, the proposed development is close enough to directly affect our residential amenity, particularly during the peak harvest period when the site is expected to be most active.</p> <p>The application confirms that the proposed facility includes grain bunkers, a weighbridge, mobile conveyor operations, truck loading and unloading, transportable buildings, workers' accommodation, generators and lighting.</p> <p>It also states that during peak harvest the facility may operate for up to 16 hours per day, with up to 100 inbound trucks per day. When outbound truck movements are included, this could result in a very significant number of heavy vehicle movements each day. The</p>	

application also seeks unrestricted operating hours, meaning activity could occur early in the morning, late at night or potentially overnight.

This is a major concern for nearby residents. Heavy vehicle noise, reversing alarms, engine braking, generators, grain transfer equipment, dust, lighting and general site activity have the potential to cause unacceptable impacts, especially during dry and windy harvest conditions.

I do not believe the application provides enough independent technical evidence to demonstrate that nearby homes will be properly protected. In particular, I am concerned that the application does not include a detailed independent acoustic assessment, air quality/dust assessment, or a full traffic impact assessment based on peak harvest conditions and nearby sensitive receptors.

The application appears to rely heavily on general management statements and future detailed design work. In my view, that is not sufficient. A development of this scale and nature should not be approved first and assessed later. The Shire and affected residents should be provided with clear, independent evidence before any approval is considered.

I am also concerned that the report describes the operation as being removed from sensitive land uses. Given that my residence is approximately 700 metres away, I do not accept that nearby homes can be dismissed as unaffected. Residential properties are sensitive land uses, and the impact on those residents must be properly assessed.

I also note that the application refers to an initial 20-hectare lease area, an option for a further 10 hectares, and future opportunities for rail/intermodal freight operations. This raises concern that approval of the current application may establish the foundation for a much larger freight and industrial operation in the future, without the full long-term impacts being properly understood at this stage.

For these reasons, I respectfully request that the Shire refuse the application in its current form.

If the Shire is not prepared to refuse the application, I request that the matter be deferred until the applicant provides the following:

1. A detailed independent noise assessment, including assessment of early morning, evening and night-time activity.
2. A detailed dust and air quality assessment based on dry harvest conditions and prevailing winds.
3. A full traffic impact assessment based on peak truck numbers, including inbound and outbound heavy vehicle movements.

		<p>4. A clear map showing the distance between the proposed activity areas and all nearby residential dwellings.</p> <p>5. Fixed operating hours, with no unrestricted 24-hour operation.</p> <p>6. Binding conditions controlling truck movements, generators, lighting, dust, noise, complaints and compliance monitoring.</p> <p>7. Written confirmation that any future expansion, including rail or intermodal freight activity, will require a separate development application, public advertising and full assessment.</p> <p>8. A requirement for the applicant to undertake direct consultation with nearby affected residents before any approval is granted.</p> <p>In its current form, I do not believe the application adequately protects nearby residents or provides sufficient certainty about the true impacts of the proposal.</p> <p>Based on current activities conducted at Wammco during the regular burning of offal, the town is directly effected by the smells due to the prevailing winds. A development of this size would directly impact the entire townsite of Katanning with the noise and grain dust pollution.</p> <p>I ask that my objection be formally recorded and that I be notified of any Council meeting, agenda item, public consultation process or decision relating to this application.</p>	
6.	<p>Mark Koster  <a href="mailto:mark_koster21@hotmail.com">mark_koster21@hotmail.com</a></p>	<p>Hi we are living on 7 Oxley Road and are against the approval of the new grain facility. Too close to town.</p>	
7.	<p>Naomi Koster  0488770151  <a href="mailto:Naomi.Patterson@outlook.com">Naomi.Patterson@outlook.com</a></p>	<p>To whom it may concern,  I am writing to object to the proposed development application for the establishment of a warehouse/storage facility (bulk grain storage), caretaker's dwelling, and office at Lot 2809 Great Southern Highway, Katanning.</p> <p>I do not believe this development should proceed due to concerns about its impact on the surrounding area and community. In particular, I am concerned about the increase in heavy vehicle traffic, noise, dust, and the broader effect that a large-scale bulk grain storage operation could have on nearby residents.</p> <p>I am also concerned that this type of industrial development may create ongoing environmental and amenity issues for the area, including grain dust, operating noise, and potential impacts on road safety along Great Southern Highway.</p>	
8.	<p>Stuart Redmond  43 Forrest Hill Rd  <a href="mailto:stuart.redmond65@gmail.com">stuart.redmond65@gmail.com</a></p>	<p>To Whom it may concern.</p> <p>Myself and my partner Carol Harris live at 43 Forrest Hill Rd, Katanning which i think is just over the railway line from the proposed grain receival operation.</p>	

		<p>We brought this property because of the Quietness, and we think that it would not be a great think having a grain receival place behind us and the possibility of a train loadout.</p> <p>The Noise and dust associated with the operation would be a negative impact on our property and quiet lifestyle as such we oppose the grain receival going ahead.</p>	
9.	<p>Dom Laurino</p> <p>0407 080 381</p> <p><a href="mailto:Laurino1@bigpond.com">Laurino1@bigpond.com</a></p>	<p>I wish to raise some concerns with regards to the above-mentioned development.</p> <p>Noise: The loading and unloading of heavy machinery, shift work and extra hours worked during busy periods (harvest), the increase of traffic noise, not to mention general site noise – reversing beepers, operational movement (accommodation, workers etc) and generators.</p> <p>As heavy machinery is required in this industry, I do not see how it is possible to remove or eliminate the risk of noise. Long working hours and shift work comes hand in hand with this line of work also, what is in place to avoid this interruption through not only the day but the night too? Noise will impact the surrounding residential area, with the proposed plan of increased traffic using Henry Street bypass (which already has a reasonable amount of traffic that is simply passing through) the loading of road trains is a start/stop operation with multiple machines working in one area (in turn, increasing the noise regardless). The number of trucks will also increase due to the nature of work (adding again, more noise). And this would be the daily expectation before any possible talk of train line use. Broomehill Grain Storage Facility was built out of town (not within 1km of residential and on the Southern side of the town) due to consideration of Safety and Environmental purposes, The Government of Western Australia reported that “The project will also move grain loading facilities away from Broomehill Townsite, reducing noise and impact on local residents” – this to me shows that there is awareness on just how much of an impact these sites have on a town. As mentioned in the Commodity Ag application - construction operation hours without a permit are 7am – 7pm Monday – Saturday this is before the facility is even in use. From there we move to up to 16 hours a day during peak periods. (Keeping in mind this is weather dependant as we cannot control that factor this comment shows that it is also open to push these working times). There are 24 hours in a day, 16 of those hours during peak period will be - as explained a ‘PEAK’ period suggesting up to 100 inbound trucks. This is an extremely heavy flow of traffic considering we have not mentioned the machinery waiting onsite to load and maintain the site. In the Capability Statement it is mentioned that the goal is further expansion of the grain handling operations and the secured lease having option to purchase to continue these plans. If this is the outcome of Lot 2809 – where does this leave us in having any say over noise and operations in the future? Section 1.2 notes that they wish to “help fill the void left by CBH relocating its grain handling operations to Broomehill – yet as I have stated above, reasoning behind Broomehill facility relocation was to move facilities away from townsites, reducing noise and impact on local residence. I would like to point out how</p>	

successful CBH are in this industry and extremely community orientated – do you not think that if this was a prime location for a Grain Storage Facility Site they would already exist there? (A reminder that Shire Council did once reject CBH expansion proposal in Katanning, reasoning may be worth revisiting.)

Continuing from “Peak Periods” I cannot see any plans in this document that outline a specific layout for the site or where a potential waiting/lay down area for the increased number of inbound trucks “up to 100” would be located? This to me is a vital part of this application as “up to 100” trucks a day is a high volume of movement, not to mention rest periods that drivers are required to take to keep our roads safe but also the conditions of the roads. Major entry/exit roads through Katanning are prime examples of road infrastructure that is already impacted with the traffic flow that exists.

Rodents: Pest control is a major concern as already travelling through Broomehill at nighttime you can see the movement across the road from increased rodents, not only are increased number of rodents unhygienic and unpleasant to live amongst.

Looking further into the risks of Pest Control the below have also stood out as major concerns.

Elevated insect population/Migration of these pests: Stored grain pests, including beetles and moths, can fly at least 1-2 km, with some traveling further to find food. An infestation at the facility can quickly spread to nearby houses, creating "pantry pest" issues in local kitchens.

Rodent Infestations: In general these sites attract mice and rats, however a poorly managed facility (which the Shire of Katanning cannot promise that this won't be the case?) can attract high numbers of rodents, which, in addition to feeding on grain, can destroy insulation, chew electrical wiring (causing fire risks), and travel to neighbouring properties.

Allergies: Mites and insects associated with grain storage can cause severe allergic reactions and asthma in residents, often triggered by inhaling fragments of dead mites or insect excrement. (This is something that no policy and procedure can eliminate.)

Chemical Exposure (Fumigation): In efforts to control infestations, facilities frequently use phosphine gas, (a schedule seven poison – classified in Australia as a Dangerous Poisons, highly toxic substances. The definition of a schedule seven poison is a substance with high potential for causing harm at low exposure). If the facility is located too close to town, residents may be exposed to residual fumes, especially if fumigation is not done in properly sealed structures. I do not understand why with four primary schools and a high school in the heart of our town we would risk exposure to a chemical like this.

I have attached an image, yellow highlighted area – WAMMCO, purple highlighted area – Proposed Site Lot 2809, orange highlighted area – My Residence.

In this image I ask you to take a look at the distance between the proposed stage 1 with plans to expand further and tell me that I will not be impacted by grain dust, pests, increased noise throughout the day and night and that there is a benefit to this storage facility being located in this space, this close to not only my home but the townsite in general.

Once again by nature of the industry we will have a large degree of grain dust – this is a given. I am aware that the site will have plans in place for ‘dust suppression’ (generally creating more noise) however, WAMMCO foul smell that covers the town shows the direction the dust will follow and I can assure you that is not only my own residence but throughout the streets of Katanning.

The information in the complete proposal by Commodity Ag does not reassure me that severity of noise, dust, and pests can and will be managed to the level that will be required for a facility this close to not affect our town in a negative way. I am sure the lease agreement will be substantial until the lot is sold with no further income and no further say in management of the noise, dust or pests that arrive with this site.

I hope that what I have covered above can be considered and assurances given by Shire Council that these major concerns will not affect not only my residence but our town too.

I request that my concerns are replied to please and thankyou in advance.



10. Jenny and Malcolm Wallace  
89 Carew St, Katanning  
0427212348

To whom it concerns

We wish to object to grain silo being built not far from our residence.  
It will create grain dust in our air.

		<p>Noisy trucks coming along Henry Street day and night. Which already has been going on for quite a few years. Please also for health, safety and environmental reasons.</p> <p>Hope you are going to consider our reasons.</p>	
11.	<p><b>Marc Chambers</b>  <b>Plant Manager</b></p> <p><b>M</b> <a href="tel:0407779613">0407 779 613</a>  <b>E</b> <a href="mailto:mchambers@wammco.com.au">mchambers@wammco.com.au</a>  <b>A</b> Great Southern Highway  Katanning WA</p>	<p>We would like to raise the following items for consideration by the council to address during the application stage of the above development.</p> <ol style="list-style-type: none"> <li>1. Pest and Vermin Control – how will this be managed to stop pest/vermin ingress to the WAMMCO facility? This has been problematic with our grain storage facilities. What will be the outcome if it is not managed correctly.</li> <li>2. Dust – how will this be managed to stop ingress and the effects to our cooling towers and other filtration infrastructure? Again the outcome if we lose critical filtration. They talk about the development but what about ongoing risk mitigation.</li> <li>3. Traffic Management past WAMMCO. As you are aware we have a dangerous entry and exit to both the main office facility – and livestock entrance. 100 trucks per day – is a recipe for disaster and they seem to only talk about Henry St. This is about 8000 trucks over the season.</li> </ol>	

## **SUBMISSIONS**

**Development Application – ‘Warehouse /Storage’  
(bulk grain storage), ‘Caretakers Dwelling’ and  
‘Office’.**

**Lot 2809 Great Southern Highway, Katanning**

To the Shire of Katanning,

I am writing to formally object to the proposed Commodity Ag Development Application for Warehouse/Storage at Lot 2809 Great Southern Highway, Katanning.

I wish to make it clear that my objection is not against agriculture, local farmers, regional investment or economic development.

I understand the importance of the agricultural industry to Katanning and the wider Great Southern region. However, I strongly object to this application in its current form because of the likely impact it will have on nearby residents, including my family, whose home is approximately 550 metres from the proposed facility.

At this distance, the proposed development is close enough to directly affect our residential amenity, particularly during the peak harvest period when the site is expected to be most active.

The application confirms that the proposed facility includes grain bunkers, a weighbridge, mobile conveyor operations, truck loading and unloading, transportable buildings, workers' accommodation, generators and lighting.

It also states that during peak harvest the facility may operate for up to 16 hours per day, with up to 100 inbound trucks per day. When outbound truck movements are included, this could result in a very significant number of heavy vehicle movements each day. The application also seeks unrestricted operating hours, meaning activity could occur early in the morning, late at night or potentially overnight.

This is a major concern for nearby residents. Heavy vehicle noise, reversing alarms, engine braking, generators, grain transfer equipment, dust, lighting and general site activity have the potential to cause unacceptable impacts, especially during dry and windy harvest conditions.

I do not believe the application provides enough independent technical evidence to demonstrate that nearby homes will be properly protected. In particular, I am concerned that the application does not include a detailed independent acoustic assessment, air quality/dust assessment, or a full traffic impact assessment based on peak harvest conditions and nearby sensitive receptors.

The application appears to rely heavily on general management statements and future detailed design work. In my view, that is not sufficient. A development of this scale and nature should not be approved first and assessed later. The Shire and affected residents should be provided with clear, independent evidence before any approval is considered.

I am also concerned that the report describes the operation as being removed from sensitive land uses. Given that my residence is approximately 550 metres away, I do not accept that nearby homes can be dismissed as unaffected. Residential properties are sensitive land uses, and the impact on those residents must be properly assessed.

I also note that the application refers to an initial 20-hectare lease area, an option for a further 10 hectares, and future opportunities for rail/intermodal freight operations. This raises concern that approval of the current application may establish the foundation for a much larger freight and industrial operation in the future, without the full long-term impacts being properly understood at this stage.

For these reasons, I respectfully request that the Shire refuse the application in its current form.

If the Shire is not prepared to refuse the application, I request that the matter be deferred until the applicant provides the following:

1. A detailed independent noise assessment, including assessment of early morning, evening and night-time activity.
2. A detailed dust and air quality assessment based on dry harvest conditions and prevailing winds.
3. A full traffic impact assessment based on peak truck numbers, including inbound and outbound heavy vehicle movements.
4. A clear map showing the distance between the proposed activity areas and all nearby residential dwellings.
5. Fixed operating hours, with no unrestricted 24-hour operation.
6. Binding conditions controlling truck movements, generators, lighting, dust, noise, complaints and compliance monitoring.
7. Written confirmation that any future expansion, including rail or intermodal freight activity, will require a separate development application, public advertising and full assessment.
8. A requirement for the applicant to undertake direct consultation with nearby affected residents before any approval is granted.

In its current form, I do not believe the application adequately protects nearby residents or provides sufficient certainty about the true impacts of the proposal.

I ask that my objection be formally recorded and that I be notified of any Council meeting, agenda item, public consultation process or decision relating to this application.

Kind regards,

Bruno Lopes

## 2

Hi I am a resident and land owner at 51 forresthills road katanning and my property back directly onto were proposed site is going to be.

I have a few concerns in regards to this.

First of all is the effect it may have on the value of our property as in the proposal for future expansion they want to put a rail system in place to move grain, the dust noise and lights will have a major impact on us .

Next is the dust from the trucks unloading into terminal.

Where will they turn into the establishment will it be bitchament or just gravel.

Lights if it going be a 24 hour work area this will effect us.

Also noise impact with truck slowing down noise of the facility.

The environment impact we have a couple of wedgetail eagles that inhabit the trees along creek line as well as turtles frogs and native wild life what impact will it have with dust and noise.

Lastly not sure if any consideration has been given to camp site for mine, the workers their will be day and night shift and the noise of truck entering from Henry Street will impact them I do believe a better place away from town can be found maybe upgrading old terminal for this be a better option .

I do hope these will be taken into consideration as well as other residents in the Area.

Thank you for your consideration in this matter

Geoffrey flack land owner and resident

And

Melanie Coyle inheritance land owner and resident.

5 May 2026

### 3

To the Shire of Katanning,

I am writing to formally object to the proposed Commodity Ag Development Application for Warehouse/Storage at [Lot 2809 Great Southern Highway, Katanning](#).

I wish to make it clear that my objection is not against agriculture, local farmers, regional investment or economic development.

I understand the importance of the agricultural industry to Katanning and the wider Great Southern region. However, I strongly object to this application in its current form because of the likely impact it will have on nearby residents.

The application confirms that the proposed facility includes grain bunkers, a weighbridge, mobile conveyor operations, truck loading and unloading, transportable buildings, workers' accommodation, generators and lighting.

It also states that during peak harvest the facility may operate for up to 16 hours per day, with up to 100 inbound trucks per day. When outbound truck movements are included, this could result in a very significant number of heavy vehicle movements each day. The application also seeks unrestricted operating hours, meaning activity could occur early in the morning, late at night or potentially overnight.

This is a major concern for nearby residents. Heavy vehicle noise, reversing alarms, engine braking, generators, grain transfer equipment, dust, lighting and general site activity have the potential to cause unacceptable impacts, especially during dry and windy harvest conditions.

I do not believe the application provides enough independent technical evidence to demonstrate that nearby homes will be properly protected. In particular, I am concerned that the application does not include a detailed independent acoustic assessment, air quality/dust assessment, or a full traffic impact assessment based on peak harvest conditions and nearby sensitive receptors.

The application appears to rely heavily on general management statements and future detailed design work. In my view, that is not sufficient. A development of this scale and nature should not be approved first and assessed later. The Shire and affected residents should be provided with clear, independent evidence before any approval is considered.

I also note that the application refers to an initial 20-hectare lease area, an option for a further 10 hectares, and future opportunities for rail/intermodal freight operations. This raises concern that approval of the current application may establish the foundation for a much larger freight and industrial operation in the future, without the full long-term impacts being properly understood at this stage.

For these reasons, I respectfully request that the Shire refuse the application in its current form.

If the Shire is not prepared to refuse the application, I request that the matter be deferred until the applicant provides the following:

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5. Fixed operating hours, with no unrestricted 24-hour operation.
6. Binding conditions controlling truck movements, generators, lighting, dust, noise, complaints and compliance monitoring.
7. Written confirmation that any future expansion, including rail or intermodal freight activity, will require a separate development application, public advertising and full assessment.
8. A requirement for the applicant to undertake direct consultation with nearby affected residents before any approval is granted.

In its current form, I do not believe the application adequately protects nearby residents or provides sufficient certainty about the true impacts of the proposal.

Based on current activities conducted at Wammco during the regular burning of offal, the town is directly effected by the smells due to the prevailing winds. A development of this size would directly impact the entire townsite of Katanning with the noise and grain dust pollution, resulting in what could cause many health issues for our residents.

I ask that my objection be formally recorded and that I be notified of any Council meeting, agenda item, public consultation process or decision relating to this application.

Kind regards,

Cameron Wood & Mark Letter

[88 Prosser Street](#)

[KATANNING WA 6317](#)

P: 0409559827

E: [nibsta@gmail.com](mailto:nibsta@gmail.com)

To the Shire of Katanning,

I am writing to formally object to the proposed Commodity Ag Development Application for Warehouse/Storage at Lot 2809 Great Southern Highway, Katanning.

I wish to make it clear that my objection is not against agriculture, local farmers, regional investment or economic development.

I understand the importance of the agricultural industry to Katanning and the wider Great Southern region. However, I strongly object to this application in its current form because of the likely impact it will have on nearby residents, including my family, whose home is approximately 700 metres from the proposed facility with a direct line of sight.

At this distance, the proposed development is close enough to directly affect our residential amenity, particularly during the peak harvest period when the site is expected to be most active.

The application confirms that the proposed facility includes grain bunkers, a weighbridge, mobile conveyor operations, truck loading and unloading, transportable buildings, workers' accommodation, generators and lighting.

It also states that during peak harvest the facility may operate for up to 16 hours per day, with up to 100 inbound trucks per day. When outbound truck movements are included, this could result in a very significant number of heavy vehicle movements each day. The application also seeks unrestricted operating hours, meaning activity could occur early in the morning, late at night or potentially overnight.

This is a major concern for nearby residents. Heavy vehicle noise, reversing alarms, engine braking, generators, grain transfer equipment, dust, lighting and general site activity have the potential to cause unacceptable impacts, especially during dry and windy harvest conditions.

I do not believe the application provides enough independent technical evidence to demonstrate that nearby homes will be properly protected. In particular, I am concerned that the application does not include a detailed independent acoustic assessment, air quality/dust assessment, or a full traffic impact assessment based on peak harvest conditions and nearby sensitive receptors.

The application appears to rely heavily on general management statements and future detailed design work. In my view, that is not sufficient. A development of this scale and nature should not be approved first and assessed later. The Shire and affected residents should be provided with clear, independent evidence before any approval is considered.

I am also concerned that the report describes the operation as being removed from sensitive land uses. Given that my residence is approximately 700 metres away, I do not

accept that nearby homes can be dismissed as unaffected. Residential properties are sensitive land uses, and the impact on those residents must be properly assessed.

I also note that the application refers to an initial 20-hectare lease area, an option for a further 10 hectares, and future opportunities for rail/intermodal freight operations. This raises concern that approval of the current application may establish the foundation for a much larger freight and industrial operation in the future, without the full long-term impacts being properly understood at this stage.

For these reasons, I respectfully request that the Shire refuse the application in its current form.

If the Shire is not prepared to refuse the application, I request that the matter be deferred until the applicant provides the following:

1. A detailed independent noise assessment, including assessment of early morning, evening and night-time activity.
2. A detailed dust and air quality assessment based on dry harvest conditions and prevailing winds.
3. A full traffic impact assessment based on peak truck numbers, including inbound and outbound heavy vehicle movements.
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8. A requirement for the applicant to undertake direct consultation with nearby affected residents before any approval is granted.

In its current form, I do not believe the application adequately protects nearby residents or provides sufficient certainty about the true impacts of the proposal.

Based on current activities conducted at Wammco during the regular burning of offal, the town is directly effected by the smells due to the prevailing winds. A development of this size would directly impact the entire townsite of Katanning with the noise and grain dust pollution.

I ask that my objection be formally recorded and that I be notified of any Council meeting, agenda item, public consultation process or decision relating to this application.

Kind regards,

Zac Schlueter & Kelly Baxter

110 Pinwernying Road

KATANNING WA 6317

P: 0477999952

E: [zsloota@outlook.com](mailto:zsloota@outlook.com)

5

Hi we are living on 7 oxley road and are against the approval of the new grain facility.

Too close to town.

Kind regards mark koster

[mark\\_koster21@hotmail.com](mailto:mark_koster21@hotmail.com)

To whom it may concern,

I am writing to object to the proposed development application for the establishment of a warehouse/storage facility (bulk grain storage), caretaker's dwelling, and office at Lot 2809 Great Southern Highway, Katanning.

I do not believe this development should proceed due to concerns about its impact on the surrounding area and community. In particular, I am concerned about the increase in heavy vehicle traffic, noise, dust, and the broader effect that a large-scale bulk grain storage operation could have on nearby residents.

I am also concerned that this type of industrial development may create ongoing environmental and amenity issues for the area, including grain dust, operating noise, and potential impacts on road safety along Great Southern Highway.

Kind regards

Naomi Koster

0488770151

Naomi.Patterson@outlook.com

To Whom it may concern.

Myself and my partner Carol harris live at 43 Forrest Hill Rd, Katanning which i think is just over the railway line from the proposed grain receival operation. We brought this property because of the Quietness and we think that it would not be a great think having a grain receival place behind us and the possibility of a train loadout. The Noise and dust associated with the operation would be a negative impact on our property and quiet lifestyle as such we oppose the grain receival going ahead.

Kind regards Stuart Redmond

[stuart.redmond65@gmail.com](mailto:stuart.redmond65@gmail.com)

## 8

I wish to raise some concerns with regards to the above-mentioned development.

Noise: The loading and unloading of heavy machinery, shift work and extra hours worked during busy periods (harvest), the increase of traffic noise, not to mention general site noise – reversing beepers, operational movement (accommodation, workers etc) and generators.

As heavy machinery is required in this industry, I do not see how it is possible to remove or eliminate the risk of noise. Long working hours and shift work comes hand in hand with this line of work also, what is in place to avoid this interruption through not only the day but the night too? Noise will impact the surrounding residential area, with the proposed plan of increased traffic using Henry Street bypass (which already has a reasonable amount of traffic that is simply passing through) the loading of road trains is a start/stop operation with multiple machines working in one area (in turn, increasing the noise regardless). The number of trucks will also increase due to the nature of work (adding again, more noise). And this would be the daily expectation before any possible talk of train line use. Broomehill Grain Storage Facility was built out of town (not within 1km of residential and on the Southern side of the town) due to consideration of Safety and Environmental purposes, The Government of Western Australia reported that “The project will also move grain loading facilities away from Broomehill Townsite, reducing noise and impact on local residents” – this to me shows that there is awareness on just how much of an impact these sites have on a town. As mentioned in the Commodity Ag application - construction operation hours without a permit are 7am – 7pm Monday – Saturday this is before the facility is even in use. From there we move to up to 16 hours a day during peak periods. (Keeping in mind this is weather dependant as we cannot control that factor this comment shows that it is also open to push these working times). There are 24 hours in a day, 16 of those hours during peak period will be - as explained a ‘PEAK’ period suggesting up to 100 inbound trucks. This is an extremely heavy flow of traffic considering we have not mentioned the machinery waiting onsite to load and maintain the site. In the Capability Statement it is mentioned that the goal is further expansion of the grain handling operations and the secured lease having option to purchase to continue these plans. If this is the outcome of Lot 2809 – where does this leave us in having any say over noise and operations in the future? Section 1.2 notes that they wish to “help fill the void left by CBH relocating its grain handling operations to Broomehill – yet as I have stated above, reasoning behind Broomehill facility relocation was to move facilities away from townsites, reducing noise and impact on local residence. I would like to point out how successful CBH are in this industry and extremely community orientated – do you not think that if this was a prime location for a Grain Storage Facility Site they would already exist there? (A reminder that Shire Council did once reject CBH expansion proposal in Katanning, reasoning may be worth revisiting.)

Continuing from “Peak Periods” I cannot see any plans in this document that outline a specific layout for the site or where a potential waiting/lay down area for the increased number of inbound trucks “up to 100” would be located? This to me is a vital part of this application as “up to 100” trucks a day is a high volume of movement, not to mention rest periods that drivers are required to take to keep our roads safe but also the conditions of the roads. Major entry/exit roads through Katanning are prime examples of road infrastructure that is already impacted with the traffic flow that exists.

Rodents: Pest control is a major concern as already travelling through Broomehill at nighttime you can see the movement across the road from increased rodents, not only are increased number of rodents unhygienic and unpleasant to live amongst.

Looking further into the risks of Pest Control the below have also stood out as major concerns.

Elevated insect population/Migration of these pests: Stored grain pests, including beetles and moths, can fly at least 1-2 km, with some traveling further to find food. An infestation at the facility can quickly spread to nearby houses, creating "pantry pest" issues in local kitchens.

Rodent Infestations: In general these sites attract mice and rats, however a poorly managed facility (which the Shire of Katanning cannot promise that this won't be the case?) can attract high numbers of rodents, which, in addition to feeding on grain, can destroy insulation, chew electrical wiring (causing fire risks), and travel to neighbouring properties.

Allergies: Mites and insects associated with grain storage can cause severe allergic reactions and asthma in residents, often triggered by inhaling fragments of dead mites or insect excrement. (This is something that no policy and procedure can eliminate.)

Chemical Exposure (Fumigation): In efforts to control infestations, facilities frequently use phosphine gas, (a schedule seven poison – classified in Australia as a Dangerous Poisons, highly toxic substances. The definition of a schedule seven poison is a substance with high potential for causing harm at low exposure). If the facility is located too close to town, residents may be exposed to residual fumes, especially if fumigation is not done in properly sealed structures. I do not understand why with four primary schools and a high school in the heart of our town we would risk exposure to a chemical like this.

I have attached an image, yellow highlighted area – WAMMCO, purple highlighted area – Proposed Site Lot 2809, orange highlighted area – My Residence.

In this image I ask you to take a look at the distance between the proposed stage 1 with plans to expand further and tell me that I will not be impacted by grain dust, pests,

increased noise throughout the day and night and that there is a benefit to this storage facility being located in this space, this close to not only my home but the townsite in general.

Once again by nature of the industry we will have a large degree of grain dust – this is a given. I am aware that the site will have plans in place for ‘dust suppression’ (generally creating more noise) however, WAMMCO foul smell that covers the town shows the direction the dust will follow and I can assure you that is not only my own residence but throughout the streets of Katanning.

The information in the complete proposal by Commodity Ag does not reassure me that severity of noise, dust, and pests can and will be managed to the level that will be required for a facility this close to not affect our town in a negative way. I am sure the lease agreement will be substantial until the lot is sold with no further income and no further say in management of the noise, dust or pests that arrive with this site.

I hope that what I have covered above can be considered and assurances given by Shire Council that these major concerns will not affect not only my residence but our town too.

I request that my concerns are replied to please and thankyou in advance.

Kind Regards,

Dom Laurino

0407 080 381

[Laurino1@bigpond.com](mailto:Laurino1@bigpond.com)



To whom it Concerns.

9

89 Care ST  
or 5 Forrest Hill  
Road. 6317

Malcolm & Jennifer Wallace

We wish to object to Grain Silo  
being built not far from our  
Residence.

IT will create grain dust in  
our air.

Noisy Trucks coming along  
Henry Street Day & Night.

Which already has been going  
on for quite a few years.

Please ~~not~~ <sup>also</sup> for Health, Safety  
& Environment the Reasons.

Hope you are going to consider  
our Reasons.

from

Jenny & Malcolm Wallace.

89 Carew St,

Hatanning 6317

0427 212 348.

Jc Wallace.

Thank you for providing Main Roads the opportunity to comment on this proposal.

**SEEKING COMMENT - DEVELOPMENT APPLICATION – PROPOSED  
WAREHOUSE/GRAIN STORAGE – LOT 2809 GREAT SOUTHERN HIGHWAY  
KATANNING REV 2**

Main Roads has no preliminary objection to the proposal and offers the following comment:-

Main Roads has jurisdiction for the Great Southern Highway (M031) road reserve.

- There shall be no direct vehicular access to/from the facility to the M031.
- The M031 and the Katanning -Dumbleyung Rd (Henry Street) are both on the Restricted Access Vehicle Network 7 and cater for heavy vehicles up to 37.5m long.
- The vehicular access (crossover) to Henry Street should provide lane correct two-way access to/from the facility.
- The vehicular access (crossover) to Henry Street should also provide sufficient setback to any proposed gate within the facility to allow all vehicles entering to “stack” between the gateway and the roadway without hindering through traffic on Henry Street.
- Any signage for the facility that is visible from the M031 would require the Shires endorsement and Main Roads approval.
- Any lighting for the facility that is visible from the M031 would require the Shires endorsement and Main Roads approval.
- No earthworks are to encroach onto the M031 road reserve.
- No stormwater shall enter the M031 road reserve.
- Any works within the M031 road reserve would require Main Roads written prior approval.
- The landowner shall make good any damage to the existing verge and vegetation within the M031 road reserve.

Happy to discuss

Regards

**Steve Pickin**

Network Operations Manager

Great Southern Region

Regional Operations

Tel: [+61 8 9892 0541](tel:+61898920541) Mob: [0427 997 691](tel:0427997691)

We would like to raise the following items for consideration by the council to address during the application stage of the above development.

1. Pest and Vermin Control – how will this be managed to stop pest/vermin ingress to the WAMMCO facility? This has been problematic with our grain storage facilities. What will be the outcome if it is not managed correctly.
2. Dust – how will this be managed to stop ingress and the effects to our cooling towers and other filtration infrastructure? Again the outcome if we lose critical filtration. They talk about the development but what about ongoing risk mitigation.
3. Traffic Management past WAMMCO. As you are aware we have a dangerous entry and exit to both the main office facility – and livestock entrance. 100 trucks per day – is a recipe for disaster and they seem to only talk about Henry St. This is about 8000 trucks over the season.

Is there anything else we need to do to make sure these concerns are raised and discussed formally?

**Regards**

**Marc Chambers**

**Plant Manager**

**M** [0407 779 613](tel:0407779613)

**E** [mchambers@wammco.com.au](mailto:mchambers@wammco.com.au)

**A** Great Southern Highway Katanning WA



Shire of  
**Katanning**

# **BUSHFIRE RISK MANAGEMENT PLAN**

**2026-2028**



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## Document Control

<b>Document name</b> SoKA_BRMP	<b>Current version</b> 2.1
<b>Document owner</b> CEO Shire of Katanning	
<b>Issue date</b> 28/03/2024	<b>Next review date</b> 31/05/2028

## Document endorsements

This Bushfire Risk Management Plan has been assessed and endorsed by the Office of Bushfire Risk Management as consistent with the standards detailed within the *Guidelines for Preparing a Bushfire Risk Management Plan*.

The approval of the Bushfire Risk Management Plan by Shire of Katanning Council signifies support of the plan's implementation and commitment to working with risk owners to manage bushfire risk. Approval does not signify acceptance of responsibility for risk treatments or outcomes on land that is not managed by the Shire of Katanning.

Local Government	Representative	Signature	Date
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Shire of Katanning Council	Cr Kristy D'Aprile		
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## Publication information

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## Chapter 1: Introduction

### 1.1. Background

This Bushfire Risk Management (BRM) Plan provides contextual information to inform a structured approach to identifying, assessing, prioritising, monitoring and treating bushfire risk. The document encompasses all land within the Shire of Katanning and has been written on behalf of all stakeholders within that area. The plan is informed by consultation and communication with land and asset managers that has occurred throughout its development to ensure an informed and collaborative approach to planning. The plan has been prepared by Shire of Katanning with due consideration of the principles in the international risk management standard *ISO 31000:2018 Risk Management* and is consistent with the standards outlined in the *Guidelines for Preparing a Bushfire Risk Management Plan* (the Guidelines) published by the Office of Bushfire Risk Management (OBRM).

### 1.2. Objective of the Bushfire Risk Management planning program

The objective of the BRM planning program is to support local governments to reduce the threat posed by bushfire. The Shire of Katanning BRM Plan will contribute to achieving the objective of the BRM program by:

- Guiding and coordinating a cross-tenure, multi-stakeholder approach to BRM planning.
- Facilitating the effective use of the financial and physical resources available for BRM activities.
- Supporting integration between risk owners, strategic objectives and tactical outcomes.
- Documenting processes used to monitor and review the implementation of treatment plans to ensure they are adaptable and that risk is managed to an acceptable level.

### 1.3. Legislation, policy and standards

Legislation, policy and standards that were applied in the development of this BRM Plan can be found in the *Bushfire Risk Management Planning Handbook – Appendix 1 – Summary of Related Legislation, Policy and Guidelines*.

## Chapter 2: The Risk Management Process

The BRM planning process is a cycle of understanding the context and assessing and treating risks (Figure 1). Each of these steps is informed by communication and consultation and supported by monitoring and review. The three products produced during the BRM planning process are the BRM Plan, Asset Risk Register and Treatment Schedule (Figure 1).

Further details on the guiding principles and process for the development of this plan can be found in Chapter 2 of the Guidelines.

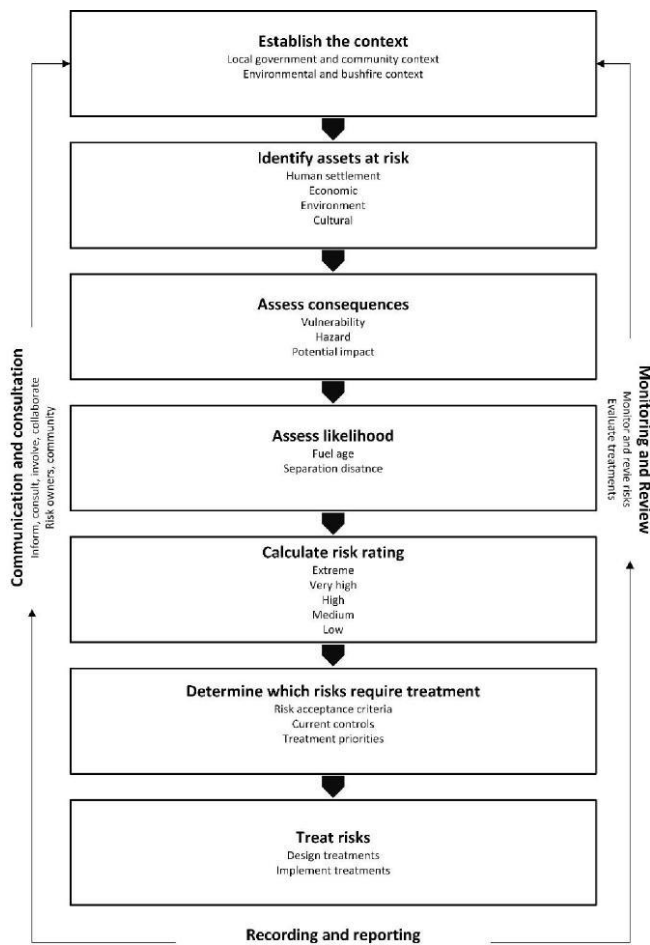


Figure 1. The Bushfire Risk Management planning process

## 2.1. Roles and responsibilities

The roles and responsibilities of the key stakeholders involved in the development of the BRM Plan are outlined in Table 1.

Table 1 – Roles and responsibilities in the Bushfire Risk Management (BRM) planning process

Stakeholder*	Roles and responsibilities
Local government	<ul style="list-style-type: none"> <li>• Custodian of the BRM Plan.</li> <li>• Coordinate the development and ongoing review of the BRM Plan.</li> <li>• Undertake bushfire risk assessment of local government area.</li> <li>• Submit the draft BRM Plan to OBRM for review and endorsement.</li> <li>• Develop and implement a Treatment Schedule for local government managed land.</li> <li>• Encourage risk owners to treat identified risks.</li> </ul>
DFES	<ul style="list-style-type: none"> <li>• Contribute to the development and implementation of the BRM Plan.</li> <li>• Facilitate involvement of state and federal government agencies in the BRM planning process.</li> <li>• Undertake treatments on Unmanaged Reserves and Unallocated Crown Land within gazetted town sites.</li> <li>• By agreement, implement treatment strategies for other land managers.</li> <li>• Endorse BRM Plans as consist with the Guidelines, BRM Program and dynamic risk environment.</li> <li>• Administer the Mitigation Activity Fund Grants Program.</li> </ul>
Department of Biodiversity, Conservation and Attractions (DBCA)	<ul style="list-style-type: none"> <li>• Contribute to the development of the BRM Plan.</li> <li>• Implement their treatment program on DBCA managed land.</li> <li>• Provide advice on environmental assets and appropriate treatment strategies for their protection.</li> </ul>
Department of Planning, Lands and Heritage	<ul style="list-style-type: none"> <li>• Identify managed assets.</li> <li>• Provide advice on management of Aboriginal Cultural heritage.</li> </ul>

Stakeholder*	Roles and responsibilities
Other State and Commonwealth Government agencies and public utilities	<ul style="list-style-type: none"> <li>• Identify managed assets.</li> <li>• Provide advice on current risk treatment programs.</li> <li>• Contribute to the development of BRM Plans.</li> <li>• Undertake treatments on lands they manage.</li> </ul>
Corporations and private land owners	<ul style="list-style-type: none"> <li>• Identify managed assets.</li> <li>• Provide advice on current risk treatment programs.</li> <li>• Undertake treatments on lands they manage.</li> </ul>

## 2.2. Communication and consultation

Communication and consultation are fundamental to the development, implementation and review of the BRM Plan. A Communication Plan to ensure appropriate and effective communication with relevant stakeholders at each stage of the BRM planning process is at Appendix C. A Communication Log summarising important stakeholder interactions is also provided.

## Chapter 3: The Bushfire Risk Management Plan (BRMP)

As a crucial document, the BRMP provides regional and local data obtained during the assessment phase which have been used to determine the risk evaluation and treatments necessary to reduce the bushfire risk. In the development of this plan an emphasis has been placed on the message of 'Shared Responsibility'.

*Shared responsibility refers to the idea that multiple parties or individuals have a role to play in addressing the bushfire risk. In this approach, each party takes on a portion of the responsibility to address this issue, rather than relying on a single entity or individual.*

In the context of bushfire risk management, shared responsibility involves state and local government agencies, private corporations/businesses, local community groups, residents and rate payers as a collective. Together, the collective work towards identifying the bushfire hazards, participating in reducing the risk and preparing for emergencies.

The principle of shared responsibility recognises that many challenges are too complex or too significant to be addressed by one entity alone, and that collective effort is needed to achieve sustainable and effective solutions. By working together and sharing responsibility, stakeholders can bring their unique perspectives, resources, and expertise to bear, increasing the chances of success and improving outcomes.

## Chapter 4: Establishing the Context

The term "context of bushfire in the landscape" encompasses a comprehensive understanding of the diverse physical, ecological, and societal factors that collectively shape the probability and consequences of bushfires. In the development of this Bushfire Risk Management Plan (BRMP), it is imperative to thoroughly grasp the specific context of bushfires within the Shire of Katanning. This understanding serves as a foundational element of the plan.

The forthcoming sections will provide an in-depth exploration of the Shire's distinctive attributes and framework, including its community dynamics, geographical landscape, environmental characteristics, industrial presence, climatic conditions, historical aspects, prevailing bushfire mitigation strategies, and the invaluable contributions of key stakeholders towards mitigating bushfire risks.

Section 8, labeled as "recommendations," offers guidance on areas of concern that have been identified within the preceding Section 4. While these concerns may not be directly addressed within the Bushfire Risk Management Strategy (BRMS), they are nonetheless recognised as pivotal opportunities for enhancing bushfire risk mitigation.

### 3.1 Local government and community context

#### Strategic and corporate framework

The Strategic and Corporate Framework of the Shire of Katanning is deeply entrenched in the fabric of local governance and community dynamics, showcasing a nuanced comprehension of regional characteristics and the diverse needs of residents. This community-driven document encapsulates the collective vision for a secure, vibrant, and inclusive town, placing emphasis on priorities such as safety, crime reduction, and social well-being. While the framework may not explicitly address bushfire risk, it indirectly contributes to these priorities. Therefore, the Bushfire Risk Management Plan plays a crucial role in strengthening and supporting the community's objectives, actively contributing to overarching goals such as community safety, environmental stewardship, infrastructure resilience, collaboration, adaptability, financial sustainability, and public trust.

At its core, the plan resonates with the shared commitment to community safety and well-being, addressing specific risks associated with bushfires while echoing the broader vision of fostering a secure and prosperous environment for residents. Developed with a focus on the strategic plan, particularly its sustainability goals, the Bushfire Risk Management Plan supports environmental sustainability objectives through initiatives like education on sustainable practices for managing native vegetation, promoting urban tree canopy, and supporting local biodiversity.

Moreover, the plan aligns seamlessly with risk management and governance objectives by employing rigorous risk assessments, establishing key performance indicators, and ensuring ongoing evaluation for a proactive and accountable approach. Beyond tangible measures, it plays a crucial role in building and maintaining public trust and



confidence, reinforcing the Shire's commitment to public safety through proactive measures and a collaborative approach to risk mitigation.

In addition to the strategic and corporate framework, the Shire utilises Local Emergency Management Arrangements (LEMA) as a foundational framework to coordinate and manage emergency response efforts within the area. These arrangements are essential for ensuring effective preparedness, response, and recovery from various emergencies, including bushfires. Through LEMA, the risks and vulnerabilities faced by the local community are assessed, response/action plans are developed, and resources are identified. This document guides the BRMP on how best to support the community for bushfire prevention.

Functioning as a bridge between the strategic plan, corporate framework, LEMA and bushfire risk management, this plan interlinks with the emergency management structures of the Shire, including the Local Emergency Management Committee (LEMC) and the Bush Fire Advisory Committee (BFAC). This plan provides essential information to the LEMC, guiding collaborative planning efforts that seamlessly integrate responses to bushfires with broader emergency management initiatives. Similarly, the BFAC draws upon the plan for policy development, community engagement strategies, and recommendations for ongoing updates. Consistent communication strategies, public awareness campaigns, and a feedback loop from real-time responses further solidify the linkages, fostering a dynamic and collaborative emergency management framework that prioritises community safety and resilience.

As an essential document, it guides collaborative planning efforts, integrating responses to bushfires with broader emergency management initiatives. Implementing this Bushfire Risk Management Plan delineates a clear direction for bushfire risk management within the Shire's boundaries, emphasising shared accountability and responsibility. Regular reviews and adaptations ensure ongoing relevance, enabling the community to enhance resilience, protect lives and property, and contribute to overall safety and well-being.

#### Shire of Katanning BRMP Implementation

This Bushfire Risk Management Plan (BRMP) serves as a comprehensive document designed to furnish the Shire, stakeholders, and the community with a lucid comprehension of bushfire risk within its boundaries. The primary objective is to elevate community awareness, education, and planned treatment activities in localities, facilitating the identification of treatment priorities and enabling future planning and budgeting. While the historical focus of bushfire risk management leaned heavily on response and recovery endeavors, there is now a paradigm shift towards a holistic risk management approach that encompasses preventive and preparatory measures. Continuous review and updates to this plan will ensure its ongoing relevance in the face of evolving bushfire risks.

Endorsed by both the DFES (OBRM) and the Shire of Katanning Council, the sustained execution, implementation, review, and amendment of this plan lie under the purview of the Shire of Katanning's Chief Executive Officer (CEO), Community Emergency Services Manager and advisory committee BFAC. Maintaining the data's relevance and currency is imperative for the Shire to uphold a transparent understanding of the ongoing endeavors directed at managing its responsibilities concerning bushfire risk.

### Land use and tenure

The Shire of Katanning encompasses a diverse range of land tenures, from privately owned agricultural lands and residential lots to public amenities, reserves, and conservation areas. This varied landscape, detailed in Figure 2 and Table 2, underscores the complexity of risk ownership associated with bushfires. In a municipality where private landholders predominate, the decentralised nature of land management practices can heighten the risk of bushfires, particularly in a region primarily engaged in crop farming, and sheep husbandry. Land management becomes a pivotal factor in determining risk ownership, with responsibilities and accountabilities distributed between the Shire and individual landowners.

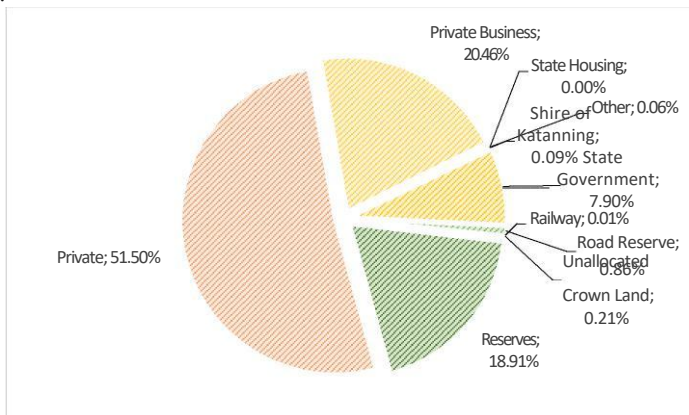


Figure 2 –The Shire of Katanning land tenure

Land Manager/Agency	Percent of Area
State Government	7.90%
Shire of Katanning	0.09%
Private	51.50%
Private Business	20.46%
Public Roads	0.86%
Railway	0.01%
Reserves	18.91%
Unallocated Crown Land	0.21%
Public Housing	0.00%
Other	0.06%
<b>Total</b>	<b>1,541.06 km<sup>2</sup></b>

Table 3 – Summary of land management responsibilities within the Shire of Katanning.



The Shire takes a proactive role in managing public spaces, implementing practices such as firebreak maintenance, controlled burning, and vegetation clearance. Concurrently, private landowners bear the responsibility for adhering to firebreak notices and implementing mitigation measures on their properties. A collaborative approach is promoted, with the Shire providing guidelines and support to align land management practices with broader bushfire risk mitigation strategies.

The BRM Plan acknowledges challenges arising from the significant portions of the Shire managed by private landowners. These challenges necessitate strategic considerations:

*Reduced Local Population for Fire Prevention:*

The prevalence of privately managed land contributes to a diminished local population, impacting manpower for fire prevention and firefighting efforts.

*Engagement of Private Landowners as Stakeholders:*

Given the high percentage of privately owned land, proactive engagement with private landowners as key stakeholders is crucial. Education and consultation play pivotal roles in aligning their efforts with the BRM Plan and mitigation strategies.

*Risk Amplification from Non-Compliance:*

Non-compliance with Council policies by one landholder poses an increased risk to neighboring landowners, emphasising the need for consistent adherence to regulations.

*Economic and Social Implications of Farm Loss:*

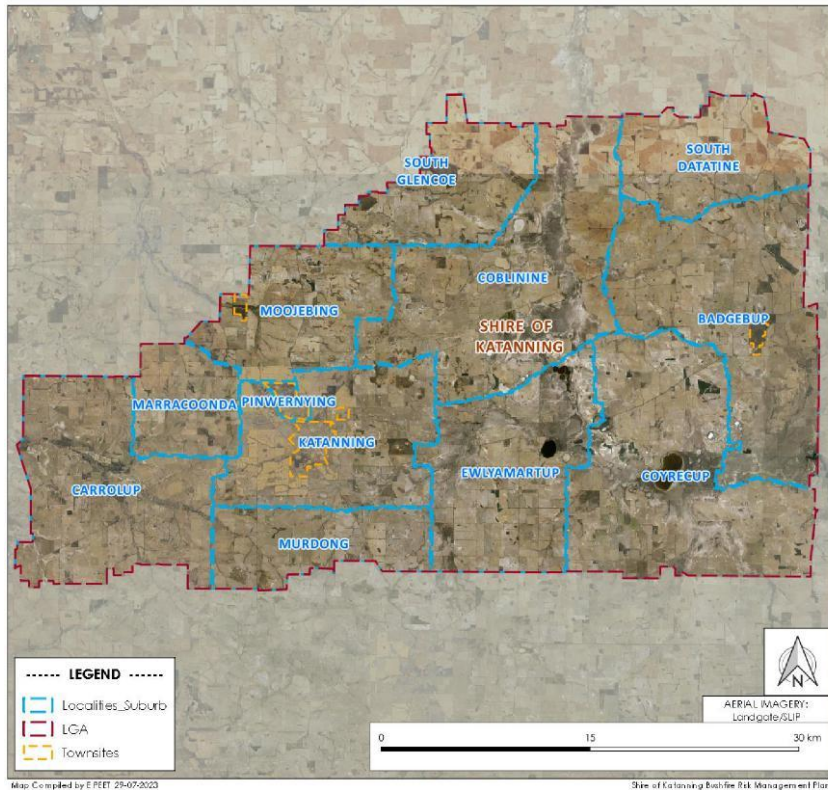
The potential loss of one farm, considering predominantly private land management, carries significant economic and social implications for the Shire, necessitating a comprehensive risk assessment.

*Balancing Mitigation Impact and Productivity:*

Balancing the impacts of mitigation and risk reduction must be carefully considered in the broader context of productivity and associated costs. Striking this balance is essential for sustainable and effective bushfire management practices within the Shire.

To address the bushfire risk posed by hazardous fuels on private land, the enforcement of the Firebreak Order in accordance with the Bush Fires Act remains a traditional yet effective strategy.

The Shire of Katanning stands out as a more developed and urbanised area compared to several other shires within the Great Southern region. The landscape is illustrated by a higher population density and a complex infrastructure network comprising residential, commercial, and industrial zones. The presence of critical facilities such as hospitals and schools adds an additional layer of complexity to the urban fabric. While this development brings certain advantages in terms of access to services and amenities, it also introduces specific risks in the context of bushfire planning. The intricate infrastructure layout and higher population density require meticulous planning for strategic routes and low fuel buffers. The urbanised nature of the Shire increases the potential impact on critical facilities, and the interface with natural vegetation poses challenges in managing ember attacks and rapid fire spread.



Map Compiled by E PEET 25-07-2023

Shire of Katanning Bushfire Risk Management Plan

Clear communication, resource allocation, and community awareness become critical factors in mitigating the risks associated with bushfires in this more established and built-up environment. Balancing the benefits of expansion with the imperative of effective bushfire planning is a key challenge for the Shire of Katanning.

Additional concern towards the inconsistencies in land management priorities among government agencies owning/managing land within the Shire call for enhanced collaboration. The plan aims to bridge this gap by recognising key stakeholders, identifying relevant contacts, establishing accountability measures, and fostering collaboration. This approach ensures a more cohesive and coordinated strategy for bushfire risk reduction across both private and government-managed lands, fostering resilience and shared accountability within the Shire of Katanning.

### Community demographics and values

The Shire of Katanning exhibits a rich and diverse demographic landscape, featuring a blend of agricultural communities and residents in various **locations**. This diversity is reflected not only in the mix of ethnicities but also in the linguistic tapestry that



characterises the community. Recognising and comprehending these linguistic variations is crucial for evaluating the community's resilience to bushfires, particularly considering potential language and cultural barriers that may impact communication and response strategies.

Managing bushfire risks in a large rural multicultural community like Katanning presents unique challenges due to the array of cultural backgrounds within the population. Communication becomes a focal point, given the multitude of languages spoken. Implementing effective communication strategies, including translation services and culturally sensitive materials, is essential to ensure that crucial information about bushfire risks and emergency procedures reaches all members of the community. Community engagement strategies need to be nuanced, considering diverse cultural practices and preferences.

Identifying vulnerable groups within this diverse population, such as the elderly or individuals with mobility challenges, becomes pivotal for tailoring risk mitigation efforts effectively. The dynamics in Katanning are notably complex, with a substantial portion of the population situated within the Katanning townsite (estimated at 3,700). This concentration necessitates a focused approach to managing bushfire risks around the townsite.

The surrounding rural environment poses both physical and secondary risks to the community. The potential lack of situational awareness during the bushfire season, stemming from a misunderstanding of urban lifestyle in a rural setting, can lead to complacency and non-compliance during heightened periods. This underscores the importance of targeted education and awareness campaigns to address these challenges.

A portion of the population residing in agricultural areas dedicated to farming highlights the necessity of understanding lifestyle and land use patterns. Crafting effective, community-specific bushfire risk management strategies requires an in-depth understanding of how residents in these areas operate and interact with their environment.

The most recent census reported a population of 4,057 for Katanning, indicating a substantial and largely populated rural area. While this characteristic carries inherent disadvantages in mitigating the risk of bushfires, such as increased challenges in managing external areas due to smaller response capabilities, it also offers some advantages. Fewer residents live in high-risk zones, resulting in fewer assets to protect. However, managing a larger population during evacuations requires more resources, facilities, and careful coordination, especially when factoring in cultural and language nuances. The higher number of structures and homes, both in urban-rural environment, poses challenges for emergency services, demanding a strategic and well-coordinated response to contain and extinguish fires effectively.

Table 3 below provides comparison data relating to the 2016 and 2021 Census (courtesy of Australian Bureau of Statistics) for the Shire of Katanning.

Categories	2016	2021	Difference
Population	4,151	4,057	- 2.3%
Median Age	40 years	39 years	- 1%
Over the age of 55	1257 (30.4%)	1278 (31.5%)	+ 1.1%
Under the age of 14	838 (20.3%)	784 (19.4%)	- 0.9%
Male Gender	51.1%	51.4%	+ 0.3%
Female Gender	48.9%	48.6%	- 0.3%
Indigenous Status	7.5%	9.4%	+ 2.1%
Born in Australia	65.8%	67.7%	+1.9%
Myanmar	3.7%	3.3%	- 0.4%
New Zealand	3.4%	3.3%	- 1%
Primary language: English	67.8%	70%	+ 2.2%
Malay	5.5%	5.0%	- 0.5%
Karen	4.1%	4.8%	+ 0.7%
Burmese	1.6%	1.4%	- 0.2%
Education: Completion of year 10 or beyond	63.2%	68.6%	+ 3.4%
Employed Residents	45.1%	58.5%	+13.4%
Meat Processing	16.5%	13.7%	- 3.2%
Primary Education	4.3%	4.6%	+ 0.3%
Hospitals	5.3%	4.6%	- 0.7%
Sheep/Cattle Farming	4.4%	4.0%	- 0.4%

Table 4 – 2016 and 2021 LGA Katanning Census

### Farming and Backpackers

The Shire of Katanning has witnessed a significant shift in its agricultural landscape over time, marked by the trend of farm consolidation or amalgamation. This strategic move, driven by the pursuit of economies of scale, involves farmers acquiring or merging neighboring properties to create larger, more efficient farms. While farm consolidation presents economic advantages by spreading fixed costs across a broader area, it also introduces unique challenges to the local labor force.

The consequence of farm consolidation is a reduction in available local labor resources, leading to the outsourcing of labor for seasonal agricultural work. Backpackers, forming a significant part of this outsourced labor, contribute valuable services to the agricultural sector. However, this demographic brings with it factors that heighten the risk of bushfires in the region.

Various factors contribute to the increased bushfire risk associated with backpackers in agricultural settings. These include their limited farming experience, unfamiliarity with fire safety protocols, and ignorance of environmental factors that elevate the bushfire risk, language and communication challenges, inadequate training and supervision, and the short-term nature of their employment. Employers, at times, may fall short in providing adequate training and supervision due to the temporary and transient nature of backpacker employment.



As a result, the responsibility often falls on the local government or the Shire of Katanning to assume a crucial role in providing necessary resources and training for backpackers. This includes managing bushfire brigade memberships, supplying uniforms, and delivering the required training. Effectively addressing the challenges posed by backpacker employment in the agricultural sector requires ongoing management and collaboration between local authorities, employers, and the transient workforce.

### **Cultural Heritage**

Within the Shire of Katanning's boundaries, the state recognises 19 heritage buildings, of which three are considered at bushfire risk. At a local level, the shire acknowledges 102 heritage areas, with 23 located within a bushfire risk area. These at-risk sites, both at the state and local levels, hold historic and social value to the community, necessitating additional measures for preservation.

The Shire of Katanning has adopted a robust Heritage Strategy, embodying a comprehensive approach that acknowledges and preserves all facets of cultural heritage. This strategy demonstrates adaptability, enabling the Shire to bolster its capacities and dedication to heritage conservation as responsibilities evolve over time. Given the community's profound attachment to the identified heritage assets, it is essential to vigilantly monitor and address any potential risks of damage or destruction. Leveraging the Bushfire Risk Management Plan (BRMP) and the Bushfire Risk Management System (BRMS) program, these assets have been systematically identified for streamlined risk assessment and continuous management.

Under the Aboriginal Cultural Heritage Act 1972, the Shire proactively seeks guidance for identifying and assessing areas of potential Aboriginal cultural heritage significance. The Shire maintains established relationships, actively collaborating with Aboriginal communities and Traditional Owners to safeguard cultural heritage during bushfire mitigation efforts. This commitment involves implementing precautionary measures, including potential adjustments to the timing, methods, or locations of activities to protect culturally significant sites.

Local bushfire operational procedures require contact to be made with one of the following cooperations if an incident is going to or has impact vegetation that has not been disturbed through farming practices.

**Badgebup Aboriginal Cooperation – Badgebup**

**Wagyl Kaip Southern Noongar Aboriginal Corporation**

Moreover, the Shire plays a vital role in raising awareness within the broader community about the existence of Aboriginal cultural heritage sites and the imperative to safeguard them during bushfire mitigation initiatives. The Shire has registered 14 sites on the Aboriginal Cultural Heritage Inquiry System, providing an additional tool to identify and assess potential impacts on Aboriginal cultural heritage sites. This comprehensive approach aligns with the Shire's dedication to upholding legal obligations while actively preserving and respecting Aboriginal cultural heritage.



### **Economic activities and industry**

The Shire of Katanning, with its diverse economic activities, plays a pivotal role in shaping the local and regional economy. Agriculture, as the cornerstone of economic activity, not only supports the livelihoods of local residents but also contributes significantly to the regional supply chain. The fertile soils and favorable climate facilitate the cultivation of various crops and support livestock farming. Complementing agriculture, the abattoir for livestock, the agribusiness community provides essential services, and the region's role as a hub for retail, healthcare, education, and professional services further bolsters its economic resilience.

Effective bushfire risk management is of paramount importance due to the significant physical and financial consequences that severe bushfires can entail. These events



have the potential to devastate a wide array of assets including crops, livestock, infrastructure, transport routes, feed sources, and can increase the risk of topsoil erosion, exacerbating the overall impact.

A critical period in the bushfire risk calendar spans from mid-October to late November, coinciding with the curing of crops for harvest. This phase is particularly hazardous as matured crops become highly flammable, setting the stage for potential ignition. Subsequently, from late November to January, the commencement of the bushfire season presents heightened risks, especially during crop harvesting. Factors such as machinery operation, hot and dry weather conditions, and fully cured crops contribute to an elevated risk of fire, particularly given the grassland characteristics of many crops.

The regional economy heavily relies on agricultural practices, encompassing crop cultivation and livestock farming. Consequently, bushfires pose a direct threat to these agricultural assets, encompassing crops, livestock, and associated infrastructure. The destruction of farmland and crops can precipitate immediate and long-term consequences for local farmers and businesses. Additionally, the alteration of the landscape due to the loss of native vegetation and the introduction of nonnative plant species as a result of agricultural practices has broader implications for ecosystem integrity and biodiversity. These changes can impact the tourism sector, which relies heavily on the region's natural beauty and biodiversity.

The Bushfire Risk Management Plan illuminates the inherent risks tied to economic activities, particularly **agriculture**. It identifies extensive landscape modifications, native vegetation removal, and the introduction of annual crops as contributing factors to heightened bushfire risks. Furthermore, the plan underscores the critical timing of key agricultural activities, such as crop curing, which significantly increases the region's vulnerability to bushfire incidents.

The economic significance of agriculture to the Shire's economy means that bushfires pose a direct threat to vital agricultural assets, including crops, livestock, and infrastructure. The potential loss of farmland and crops has immediate consequences for local farmers and businesses, with ripple effects extending to the broader community.

The economic vulnerability extends beyond immediate impacts, with potential repercussions for local businesses, including increased insurance premiums. The long-term recovery and rebuilding efforts after a bushfire incident demand significant financial investments and resources. The interconnectedness of the Shire's economic activities underscores the need for a comprehensive approach to bushfire risk management.

Considering the substantial size, facilities and resources Katanning provides, surrounding shires and towns heavily rely on these services. Any disruption to power or closure/destruction caused by a bushfire, would significantly challenge not only the locals but the surrounding communities too. This could lead to limited access to essential food and supplies, affecting the entire community and disproportionately impacting vulnerable populations. Water supply concerns, strain on medical and emergency services, and potential business disruptions would further compound the challenges. The psychosocial impact on residents, coupled with the extensive recovery process, underscores the need for robust planning, community support systems, and coordinated efforts to address the multifaceted consequences of a bushfire.



Moreover, the reliance on well-developed transportation networks, particularly the Great Southern Highway, is crucial for emergency services, commercial transportation, and tourism-related activities. The potential destruction or disruption of these critical transportation arteries could have cascading effects, including isolation, hindered emergency response, and economic disruptions that extend beyond the immediate aftermath of a bushfire.

In response to some of these challenges, the Shire has implemented measures outlined in the fire break notice, emphasising both prevention and rapid response strategies. The requirement for fire units during harvesting activities and bans on harvest and vehicle movements during high-risk weather conditions, demonstrating a proactive stance toward managing bushfire risks associated with economic activities.

Ultimately, the Shire of Katanning recognises the need for a multifaceted and collaborative approach to bushfire risk management, considering the economic, environmental, and social dimensions. The Bushfire Risk Management Plan serves as a crucial guide in aligning economic activities with broader risk mitigation strategies, fostering resilience, shared accountability, and the safety and well-being of the Shire's residents.

### **3.2. Environment and bushfire context**

#### **Topography and landscape features**

The Shire of Katanning's vulnerability to bushfires is intricately tied to its geographic characteristics, predominantly shaped by extensive agricultural land use. The cultivation of crops and grasslands across the region creates vast expanses of dry and flammable vegetation, serving as potential fuel sources during the bushfire seasons. The variability in fuel loads is a nuanced interplay of factors such as the specific types of crops cultivated, prevailing weather conditions, and the agricultural practices implemented.

The undulating landscapes with low relief, while visually pleasing, introduce challenges for fire management. The combination of slopes and elevation changes can expedite the spread of fires, particularly under windy conditions. This dynamic terrain, when combined with dry vegetation, poses challenges for containment and control efforts. Extensive land clearing for agriculture has altered land use patterns, resulting in a mosaic of agricultural and remnant native vegetation. This mosaic landscape further complicates fire management strategies.

Proximity to urban areas adds another layer of complexity, as the interface between rural and residential areas increases the risk to communities. While breaks in dense fuels provide opportunities for fire response tactics, the delicate balance between utilising these breaks and addressing the negative ecological impacts of land clearing requires careful management.

The intricate composition and structure of the native vegetation within the Shire of Katanning significantly contribute to the overall fuel load in the region. Different types of vegetation exhibit varying intensities when burning, creating a mosaic of fire behaviours across the landscape. This diversity in fuel sources plays a pivotal role in shaping the dynamics and outcomes of bushfires.

Furthermore, the presence of continuous stream channels and colluvial processes in specific areas introduces additional complexities to fire movement and intensity. Stream channels can act as natural barriers, influencing the path of fires and potentially aiding in containment efforts.



The semi-arid Mediterranean climate further enhances the fire risk, as prolonged periods of high temperatures and low humidity create favorable conditions for ignition and rapid fire spread. Proximity to urban interfaces, where rural and residential areas meet, introduces a critical factor. The risk to communities increases in these zones, emphasising the importance of strategic planning, community education, and infrastructure protection.

Distinctive features, such as agricultural fencing, emerge as significant factors, creating obstacles for firefighting resources and limiting access to critical areas. The dense network of fences can impede the establishment of strategic control lines, hindering the movement of personnel and firefighting equipment. Addressing these fencing restrictions becomes paramount in planning and executing efficient bushfire response tactics.

The accumulation of unharvested crops poses a notable concern within the Shire of Katanning, contributing to an increased fuel load that elevates the risk and intensity of bushfires. The vast expanse of agricultural lands in the region further compounds this challenge, requiring meticulous planning and proactive measures to address the impact of unharvested crops on fire behaviour.

Unharvested crops act as readily available fuel sources, particularly during dry and hot conditions prevalent in the region. This situation intensifies the potential for rapid fire spread and poses significant challenges for effective fire management. The scale of extensive agricultural lands accentuates the need for strategic and comprehensive approaches to mitigate the consequences of unharvested crops on overall fire dynamics.

The reliance on dams as a crucial water source within the Shire of Katanning is substantial, emphasising their significance for firefighting efforts. However, the impact of the drying climate introduces challenges related to the availability of readily accessible water. The strategic placement and accessibility of dams present additional layers of complexity in responding to bushfires, given that an adequate and easily accessible water supply is paramount for effective firefighting.

The drying climate accentuates the importance of preserving and managing water resources efficiently. The reduced water levels in dams can limit the availability of firefighting water, making it imperative to strategise and optimise the use of existing water reservoirs. Furthermore, the location and accessibility of dams become critical factors in determining the effectiveness of firefighting operations.

In responding to bushfires, the accessibility of water points, such as dams, plays a pivotal role in ensuring a swift and efficient firefighting response. Challenges arising from the remote or challenging terrain can hinder the timely deployment of firefighting resources and equipment. Adequate planning and coordination are essential to overcome these challenges, involving measures such as establishing firebreaks and access points to facilitate the movement of firefighting teams and equipment.

Mitigation strategies need to consider all aspects of the shire's bushfire risks and be tailored to address the specific challenges posed by the region's topography, vegetation, climate, and land use patterns. This comprehensive approach aims to enhance overall preparedness and resilience in the face of bushfire threats.

## Climate and weather

The Shire of Katanning is confronted with an elevated risk of bushfires due to its distinctive Mediterranean climate, marked by pronounced seasonal variations. Summers in the region are characterised by high temperatures and low humidity, creating an environment conducive to the rapid ignition and rapid spread of fires. The prevailing wind patterns, primarily from the south/southwest direction, significantly influence the dynamics of fire expansion. These winds, coupled with their strength, have the capability to transport embers across considerable distances, sparking spot fires ahead of the main front and introducing challenges to predictive firefighting strategies.

The heightened bushfire risk is further exacerbated by the prevalence of thunderstorms during the summer months. These storms bring with them the potential threat of lightning strikes, acting as ignition sources that can initiate fires in remote and challenging terrains. Fires originating in less accessible locations pose formidable challenges for firefighting efforts, requiring vigilance for containment and suppression.

Critical to understanding the bushfire risk is the impact of heatwaves, which are prevalent during prolonged summer conditions. These heatwaves contribute to a reduction in soil moisture, rendering vegetation more susceptible to ignition and intensifying the overall fire danger. The seasonal nature of strong prevailing winds persists throughout the entire bushfire season, primarily occurring in the late afternoon. This necessitates strategic planning for risk mitigation, considering the specific challenges posed by wind-driven fires.

Over the years, fire brigades across the Shire have proactively engaged in vegetation management, employing hazard reduction burns as one of the primary strategies. Ideally conducted in autumn or spring, these controlled burns aim to mitigate fuel loads and reduce the risk of uncontrolled Bushfires. However, achieving consistency in implementing these burns has been challenging due to various factors, including volunteer availability and competing priorities, especially during critical agricultural phases such as seeding and harvesting.

In navigating the intersection of land management priorities, careful planning and coordination become imperative to optimise the effectiveness of vegetation management strategies within the Shire. This includes aligning hazard reduction efforts with seasonal considerations, volunteer availability, and broader community engagement initiatives. The Shire's approach to bushfire risk management acknowledges the intricacies of its climate, emphasising proactive and adaptive measures to enhance overall resilience and protect the community and environment from the pervasive threat of bushfires.

### Bushfire Season

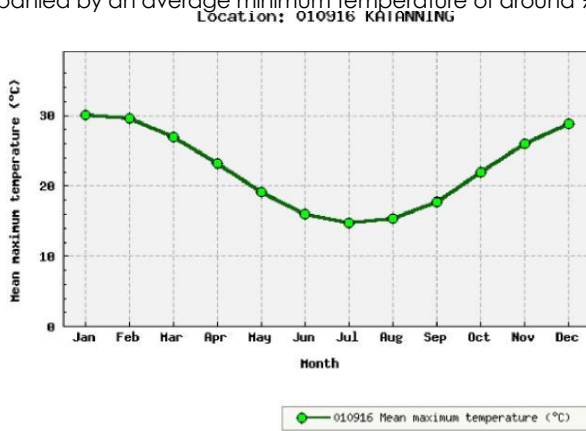
The bushfire season in the Shire of Katanning typically spans from **November** to March, coinciding with the region's hot and arid summer climate. These months pose a heightened risk of bushfires due to the prevailing weather conditions characterised by high temperatures and low humidity levels.

The peak of fire danger usually occurs from late spring through early autumn, as the vegetation on the ground becomes increasingly dry following the winter rains. This period sees the convergence of heat troughs, particularly in proximity to the Pilbara region, along with the influx of hot air masses from the interior, creating an environment conducive to hazardous fire weather conditions.

As a guide, here are some key characteristics of the average climate in the Shire of Katanning:

### Temperature

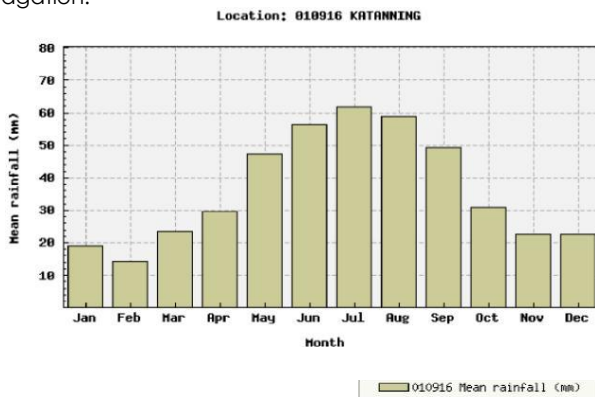
The local climate experiences notable seasonal temperature patterns, with distinct variations throughout the year. In the summer months (November-February), the average maximum temperature remains around 30°C, as depicted in Graph 1. Correspondingly, the average minimum temperature during this period is approximately 15°C. In contrast, during the winter months (June-August), a significant shift occurs, with the average maximum temperature decreasing to approximately 16°C, accompanied by an average minimum temperature of around 9.2°C.



Graph 1 – Mean maximum temperature line graph

### Rainfall

On an annual basis, the Shire experiences an average rainfall of approximately 436 millimeters, with the majority of rainfall concentrated during the winter months. Noteworthy trends include January and February emerging as the driest months, while July and August register as the wettest, as illustrated in Graph 2. Understanding this seasonal precipitation pattern is crucial for assessing bushfire risk, as it directly impacts vegetation moisture levels and the overall susceptibility of the landscape to ignition and fire propagation.



Graph 2 – Mean rainfall bar graph

## Wind

The Shire of Katanning is susceptible to strong winds throughout the year, with peak wind speeds commonly observed in spring and summer. Prevailing winds predominantly blow from the west-southwest direction in the afternoon, as depicted in Figure 4 and Graph 3. Understanding these wind patterns is essential for evaluating bushfire risk, as they influence the direction and speed of fire expansion, and can carry embers over considerable distances, complicating firefighting efforts.

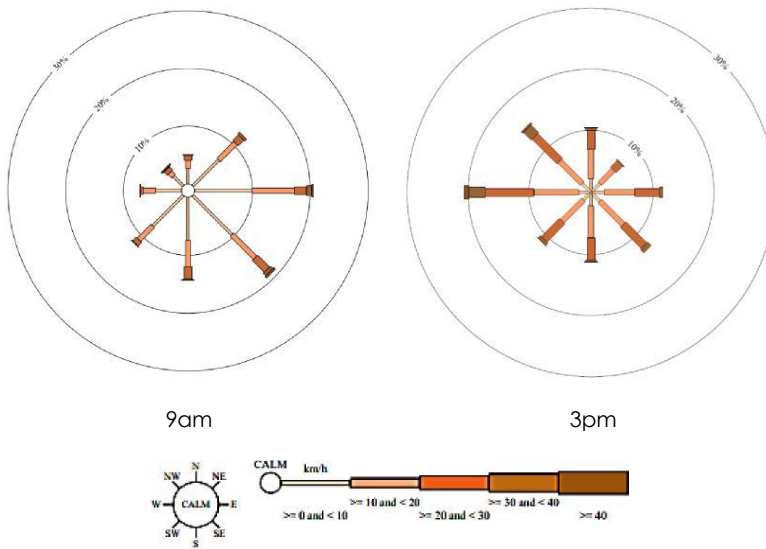
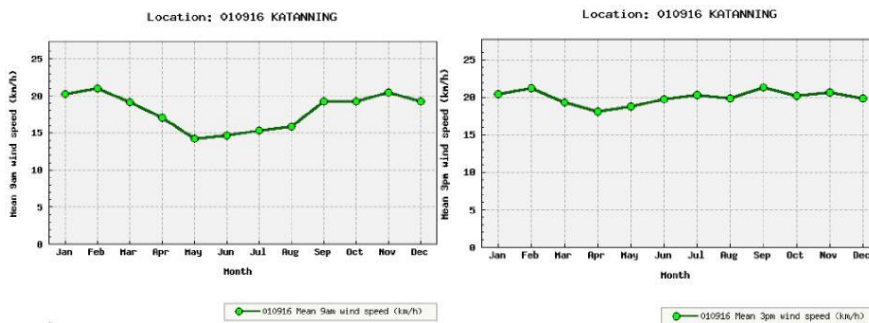


Figure 4 – Wind rose 9am & 3pm



Graph 3 – Mean 9am & 3pm wind speed

Historical weather data is a crucial tool for predicting future patterns, but the dynamic impacts of climate change introduce uncertainties into long-range predictions. Evolving atmospheric variables, shifts in rainfall patterns, and rising sea levels, along with natural phenomena like El Niño and La Niña events, contribute to unpredictable weather patterns.



Between 2020 and 2023, Australia experienced an extended La Niña climate pattern, resulting in cooler and wetter conditions, particularly in Western Australia. While La Niña reduced the risk of bushfires during this period, the conclusion of this cycle and the potential onset of an El Niño cycle pose a heightened threat of grassfires and major forest fires. El Niño induces warmer and drier conditions, reducing rainfall and elevating bushfire risk.

A Climate Council report from February 2023, titled "Powder Keg: Australia Primed to Burn," highlighted future weather predictions and the increased risk of major grass fires. The report emphasised the agricultural nature of the Katanning Shire, making it imperative to consider future risks.

Key findings from the report include:

- The La Niña cycle during 2020-2023 reduced bushfire risk due to cooler and wetter weather patterns, promoting increased vegetation growth.
- Australia anticipates the conclusion of La Niña with the potential onset of El Niño, intensifying the threat of grassfires and major forest fires.
- Historical instances of prolonged La Niña events resulted in prolific vegetation growth followed by extensive fires.
- Recent global events underscore the danger of grass fires, particularly in hot and dry conditions, posing a significant risk to people, wildlife, and property.
- 2026 models indicate transition into La Niño with a 75% probability.

To proactively manage these risks, the Shire of Katanning, along with relevant authorities, monitors weather and fire conditions. Timely warnings and alerts are issued as needed, and residents are strongly advised to take preventative measures, including ensuring the bushfire resilience of their properties and having a well-prepared bushfire survival plan in place.

### **Native Vegetation**

The Shire of Katanning contends with the enduring consequences of extensive land clearing conducted for agricultural purposes, resulting in significant challenges for the sustained viability and, in the event of bushfires, the subsequent regeneration of indigenous flora. This widespread clearance has not only affected native habitats but has also contributed to the emergence of salinity issues across the region. Salinity persists as a pervasive concern in both natural and cultivated landscapes, owing to the absence of natural barriers to salt incursion amidst fluctuating water table levels. Consequently, these areas become unsuitable for agricultural utilisation and witness the degradation of indigenous vegetation. The management of these landscapes profoundly influences their susceptibility to bushfires, with some areas becoming highly combustible due to the presence of dead or dying vegetation, while others transform into barren expanses. The response to bushfire risks must be tailored to the specific conditions of each area, considering the impact of prior land use practices and the resultant landscape modifications on fire behaviour and mitigation strategies.

#### **Native Vegetation Distribution**

The extensive land clearing conducted for agricultural purposes has resulted in the fragmentation and isolation of native vegetation within the Shire, presenting both challenges and opportunities. While the breaks in dense vegetation offer additional options for fire response tactics and potentially reduce overall bushfire risk, the introduction of agricultural environments surrounding these vegetated areas has adversely impacted the ecological integrity and survival of native flora. This introduction of non-native plant species has led to various issues, including invasive

species outcompeting native flora, alterations in nutrient and soil composition, and accelerated post-fire regeneration, resulting in changes to vegetation structure and heightened fuel loads. Moreover, the fragmentation and isolation of these areas pose significant risks to the survival of vegetation and biodiversity. Hindrances to species recolonisation, genetic bottlenecking due to reduced genetic diversity, and disruption of natural seed distribution mechanisms exacerbate these challenges. Furthermore, the integration of agricultural practices around vegetated areas has further compounded these ecological impacts, underscoring the need for comprehensive strategies to mitigate the adverse effects on native vegetation and promote ecosystem resilience.

### Vegetation Systems

The following vegetation system definitions provide a better understanding of the different formation of native vegetation found in the Shire of Katanning. Figure 5 visually shows the boundaries of the vegetation systems.

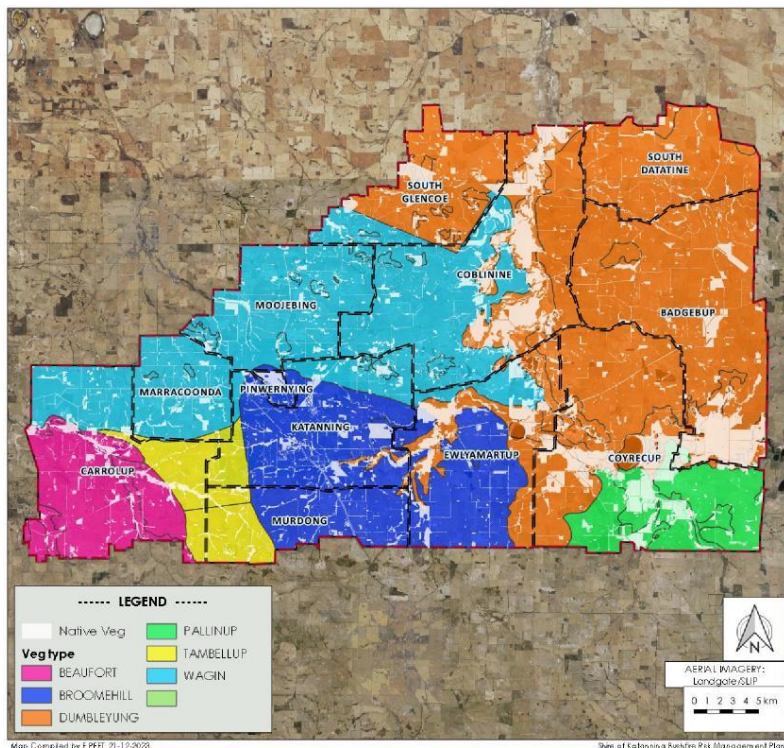


Figure 5 –The Shire of Katanning Vegetation map

#### *Dumbleyung Vegetation:*

The eastern boundary of the system corresponds with Mallee country, exhibiting a gently undulating landscape with scattered alternation cappings, particularly in the northern region. The predominant landscape features Dryandra-dominated heath on laterite residuals, encompassing woodlands



characterised by York gum, red morrel, salmon gum, and wandoo on undulating terrain. Mallee and teatree patches are observed on salt flats, accompanied by scrub-heath and low woodland on low-level sandplains.

#### *Wagin Vegetation:*

The topography is undulating and well dissected, featuring small remnants of laterite capping on ridges and mesas, as well as granite domes, tors, and broad valleys containing salt marshes. The dominant vegetation includes a mosaic of brown mallets and wandoo woodland on laterite mesas and breakaways, with low woodlands comprised of York gum and wandoo on the slopes of undulating country. Brown mallet, often joined by red morrel, is observed on breakaways near the Katanning townsite. Scattered patches of heaths, occasionally associated with wandoo but more frequently with Drummond's gum, are dispersed throughout the system, with *Dryandra* species generally dominating the heath vegetation.

In close proximity to the Katanning townsite, native vegetation primarily falls into two categories: Forest and Woodland formations. Situated on the southwest side of town, an expanse of 85 hectares comprises forest vegetation, predominantly dense sheoak stands, nestled between rural residential lifestyle blocks and the rural-urban interface. Adjacent to the township's northern side lies a 285-hectare expanse of forest vegetation, characterised by a mix of eucalypts, acacias, sheoaks, and other low shrubs and grasses. This vegetation arrangement conforms to the criteria for forest classification, with distinct tiers evident in the landscape.

In various patches surrounding the town, areas of wandoo/mallet woodlands are scattered, featuring a diverse array of wandoo/mallet boles and sporadic understory of shrubs and grasses. Within the shire's expanse, eucalypt woodlands, mallee country, and Wheatbelt acacias (scrub-type vegetation) are also present. Structurally, the mallee and scrub-type vegetation typically comprise wooded foliage reaching up to five meters in height, with crown cover ranging from 30 to 100%. Beneath the canopy, a ground layer of herbaceous plants or grasses completes the ecosystem composition.

As illustrated in Figure 5, the white lines demarcate the boundaries delineating the extent of the remaining native vegetation within the Shire.

#### **Fire behaviour:**

In contrast of agricultural farmland, native vegetation areas exhibit more varied fuel structures and compositions. Dense vegetation patches interspersed with open areas or natural fire breaks create a mosaic landscape that influences fire behaviour. The topography and landscape configuration of native vegetation areas, including hills, valleys, can further impact fire behaviour by altering wind patterns and fire spread rates. Human activities and infrastructure, such as roads, buildings, and machinery, also play a role in shaping fire behaviour, with agricultural areas typically more heavily influenced by human interventions.

**Native** vegetation often contains a more diverse landscape with varied fuel types, including trees, shrubs, and grasses, which may not burn as quickly or uniformly as agricultural crops. Additionally, native vegetation may feature natural breaks such as rocky outcrops, streams, or patches of less flammable vegetation, which can impede the fire's progress and slow its spread.

Understanding these differences is crucial for effective fire management and mitigation strategies tailored to each specific environment. While agricultural



farmland and native vegetation areas both pose fire risks, variations in fuel characteristics, management practices, landscape configuration, and human influences necessitate distinct approaches to fire prevention, preparedness, and response.

#### Species Vulnerability:

While indigenous plants in the Shire of Katanning possess an inherent resilience to fire, it's essential to recognise that overlooking vulnerability or implementing an incorrect fire regime can have detrimental effects on vegetation, ecosystems, and the survival of specific species. Several endemic native plants in the region exemplify susceptibility to fire, emphasising the need for careful consideration in bushfire risk management:

##### Grass Trees:

- Various species with diverse attributes, including trunks or no trunks and varying leaf sizes.
- Dead leaves contain valuable nutrients released through burning or decay.
- Burning dead leaves promotes the development of a flower spike, crucial for regeneration.
- The skirts of grass trees provide refuge for many animals and insects during extreme weather conditions.

##### Wandoo Eucalyptus:

- A medium to large-sized tree that regenerates by seeding into an ash bed.
- Resilient to mild or moderate-intensity fires but susceptible to high-intensity bushfires.

##### Banksia Species:

- Various forms exhibiting varying degrees of susceptibility to fire.
- Seeds require heat from fire and nutrients from ash for germination; smoke may further promote seed germination.

Mitigation planning in the Shire considers two fundamental principles: ecological management of vegetation and the abatement of fire hazard. Correctly managing the remaining native vegetation is paramount. During the planning stages of future mitigation works, careful assessment of native species and their vulnerability will guide appropriate courses of action to ensure the preservation of ecological integrity and effective fire risk reduction.

#### Introduced Vegetation

A substantial 91%, with ongoing clearing, of the native vegetation in Katanning has been removed to make way for farmland and agricultural use. This trend aligns with broader patterns observed across various regions in Australia, including Western Australia. The loss of native vegetation is a consequence of extensive land clearance driven by agricultural expansion, urban development, and other human activities.

#### Plantation:

Eucalypt and pine plantations, commonly cultivated for timber production, pose specific and heightened bushfire risks due to their unique characteristics. These risks include high fuel loads with highly flammable foliage and bark, rapid biomass

production rates, and the presence of volatile essential oils in eucalyptus trees. The needle-like leaves of pine trees can easily ignite and contribute to the spread of fire, potentially leading to more intense crown fires. Additionally, these plantations are often monoculture, increasing vulnerability to widespread damage in the event of a fire.

The dense stands in these plantations can create challenging conditions for firefighting efforts, limiting access for firefighting resources. Proximity to urban areas raises concerns about potential impacts on human lives and property, emphasising the need for effective fire prevention and response measures. The combustibility of eucalypts and pine trees increases the risk of ember transport during a fire, potentially igniting new areas and exacerbating the overall fire risk. Effective risk management for these plantations involves a combination of preventive measures, such as firebreaks and thinning, along with preparedness measures, early detection, community education, and collaboration with firefighting agencies. Land-use planning and zoning regulations are crucial for minimising the impact of these plantations on nearby communities.

#### Agriculture:



The extensive clearance for agricultural purposes, covering approximately 91% of the Shire, necessitates a meticulous understanding and efficient management of introduced vegetation, encompassing crops, plantations, orchards, and weeds. This understanding is crucial in the context of mitigating the risk of bushfires. The following section provides an in-depth examination of key characteristics and considerations pertinent to agricultural land use.

In the realm of agricultural practices, the cultivation of ryegrass, wheat, oats, lupins, and canola is predominant. Each crop presents its own set of characteristics influencing bushfire risk, with variability contingent on factors such as the specific crop type, prevailing climate conditions, and the farming practices employed.

##### Oats (Cereal Grain):

Oats find applications in both animal feed and human consumption, such as oatmeal or granola. Characterised by a biomass production rate similar to wheat, oats generally carry a lower fuel load than ryegrass, contributing to a nuanced risk profile.

##### Wheat (Cereal Grain):

This cereal grain, cultivated for human and animal consumption, exhibits a lower biomass production rate compared to ryegrass. While generally associated with a lower fuel load, variations may arise based on the specific wheat type and farming practices.

##### Ryegrass:

Frequently utilised for forage, pasture, or as a cover crop, ryegrass serves purposes beyond direct human consumption. Notably, its high biomass production rate can result in a substantial fuel load, thereby influencing its impact on bushfire risk.

**Lupins (Legumes):**

Commonly grown for animal feed and soil improvement, lupins contribute to soil fertility through nitrogen fixation. Characterised by a lower biomass production rate compared to cereal grains, lupins are associated with a potentially lower fuel load.

**Canola (Oilseed):**

Recognised for its applications in cooking oil and biodiesel production, canola generally exhibits a lower biomass production rate. The specific characteristics of canola contribute to its unique impact on bushfire risk, requiring further exploration for comprehensive risk assessment.

As a general trend, cereal grains like oats and wheat typically entail higher fuel loads compared to legume crops such as lupins or oilseed crops. The precise fuel load of a specific crop is contingent upon several factors, including the particular crop variety, prevailing growing conditions, and farming practices implemented.

In addition to inherent crop characteristics, critical considerations arise from practices employed during the curing or harvesting process, further influencing the overall bushfire risk associated with agricultural activities. These considerations underline the complexity and multifaceted nature of managing bushfire risk in the context of agricultural land use within the Shire.



Chemicals play a pivotal role in agricultural practices, serving purposes like expediting curing processes and suppressing weeds or pests. However, the residue of certain herbicides, when used depending on growing conditions, can possess flammable properties, contributing to the ignition of plant material. Notably, the burning of specific crops, such as canola, with chemical residue can release additional toxins into the air, including polycyclic aromatic hydrocarbons (PAHs) and dioxins. These compounds are associated with an increased risk of cancer, emphasising the importance of considering chemical residues in comprehensive bushfire risk assessments.

In addition to chemical considerations, diseases also pose a notable risk to cereal crops, particularly rye. The presence of diseases, such as the ergot fungus, introduces an additional layer of complexity to agricultural risk management. The ergot fungus produces toxic compounds known as ergot alkaloids and thrives in warm and humid conditions, typically during flowering and grain development. To mitigate the impact of this fungus on the harvest, farmers adopt a strategy of cutting crops higher during seasons with higher rainfall. While this approach aids in reducing the overall abundance of the fungus, it inadvertently results in a higher fuel load during the



subsequent bushfire season. This intricate interplay of agricultural practices, diseases, and fire risk underscores the need for nuanced risk assessment and tailored risk mitigation strategies within the Shire.

**Fire behaviour:**

The dynamics of fire behaviour differ notably between agricultural farmland and native vegetation due to a myriad of factors influenced by land use and vegetation characteristics. In agricultural settings, crops, grasslands, and pastures emerge as primary fuel sources, particularly during dry seasons or harvest phases. These cultivated lands typically exhibit uniform and contiguous fuel loads, with expansive swathes of crops and grasses providing uninterrupted coverage. Consequently, fires in such environments tend to propagate more swiftly compared to native vegetation. The denser and more consistent fuel distribution sustains continuous combustion, accelerating fire spread. Moreover, agricultural practices often entail the utilisation of dry, combustible materials such as crop residues or hay, which readily ignite and exacerbate fire progression.

Management protocols like plowing, harvesting, and grazing exert a profound influence on fuel characteristics and distribution within agricultural landscapes. Harvested fields, for instance, often leave behind stubble or crop residue, which serve as readily ignitable fuel sources, intensifying fire spread. Grazing activities may mitigate fuel loads in certain areas but can render others more susceptible to fire, contingent upon the timing and intensity of grazing practices.

Overall, the combination of densely packed, uniform fuel sources and open landscapes in agricultural areas creates conditions conducive to rapid intense fire spread, highlighting the importance of effective fire management strategies in these environments.

**Important species and communities**

The Shire of Katanning encompasses diverse ecosystems that harbor a variety of species and communities safeguarded by both state and Commonwealth legislation. This safeguarded realm extends to include potentially threatened or endangered plant and animal species, as well as distinctive ecological communities. These designated areas play a crucial role in augmenting the overall biodiversity of the region and are subject to meticulous conservation measures. Preservation and stewardship of these protected areas form an integral aspect of the Shire's commitment to environmental sustainability and biodiversity conservation.

**Threatened Flora:**

Endangered flora within the Shire encompasses plant species that have undergone assessments categorising them as being at risk of extinction. In the Western Australian context, these species hold the official designation of "Declared Rare Flora" (DRF), indicating their critical status and the need for specific protection measures due to their vulnerability to extinction, rarity, or the necessity for specialised safeguarding measures. The Shire, recognising the importance of preserving biodiversity, has identified several priority plant species within its jurisdiction. A detailed reference of these specific species is meticulously cataloged in Table 4, facilitating easy and comprehensive consultation for conservation and management efforts.

Species	Common Name	Conservation Status
Caladenia luteola	Lemon Spider Orchid	T CR

Table 5 – Katanning's Threatened Flora

### Threatened Fauna:

The Biodiversity Conservation Act of 2016 intricately defines "threatened fauna" as fauna that is either rare or faces imminent extinction. These species earn the designation of "threatened" subsequent to thorough surveys confirming their rarity, precarious status, or the necessity of specialised protective measures. Additionally, the Act extends its protective umbrella to various other categories of fauna, encompassing migratory birds safeguarded under international agreements, species presumed to be extinct, and other fauna with specific protective designations. A comprehensive inventory of both threatened and specially protected fauna within the jurisdiction of the Shire is meticulously detailed in Table 5. This underscores the imperative of conservation efforts in preserving the diverse and vulnerable wildlife in the region.

Scientific Name	Common Name	Conservation Status
<i>Calidris ferruginea</i>	Curlew Sandpiper	T CR
<i>Calyptorhynchus banksii naso</i>	Forest red-tailed black cockatoo	T VU
<i>Calyptorhynchus baudinii</i>	Baudin's cockatoo	T EN
<i>Calyptorhynchus latirostris</i>	Carnaby's cockatoo	T EN
<i>Calyptorhynchus sp. 'white-tailed black cockatoo'</i>	white-tailed black cockatoo	T EN
<i>Dasyurus geoffroii</i>	chuditch, western quoll	T VU
<i>Leipoa ocellata</i>	malleefowl	T VU
<i>Macrotis lagotis</i>	bilby, dalgyte, ninu	T VU
<i>Myrmecobius fasciatus</i>	Numbat, walpurti	T EN
<i>Pseudocheirus occidentalis</i>	western ringtail possum, ngwayir	T CR

Table 6 – Katanning Threatened Flora

Red/White-tailed, Carnaby, and Baudin Cockatoos, recognised as protected species, have been observed within the Shire, relying on wandoo and other endemic flora as habitat for nesting and residence. In the planning and execution of mechanical and planned burning mitigation works, a meticulous assessment of potential impacts on habitat becomes imperative, particularly in recognised or isolated areas of significance. Careful consideration must be given to the effects of habitat destruction and disturbance, acknowledging the vital role these areas play for Cockatoos and various other native fauna species. Preserving native environmental pockets during mitigation works becomes a priority, contributing significantly to the conservation of habitat for a diverse range of native fauna.

To achieve this conservation objective, the implementation of a strategy involving identifying habitat trees and creating a protection zone by raking the surface and duff fuel away from the tree before undertaking slower, mosaic burning, would be highly recommended. This approach creates security of future long term nesting, while providing additional time for animals and insecta, including the Cockatoos, to find refuge in unburnt pockets. Moreover, it ensures the creation of areas of refuge, facilitating the movement of animals through the landscape once burning activities are completed. Adopting such practices becomes a critical balancing act, effectively conserving essential habitat for Cockatoos and the broader native fauna community in Katanning, while still addressing the imperative need for bushfire risk mitigation. This thoughtful and strategic approach underscores the Shire's commitment to preserving biodiversity and maintaining a delicate equilibrium between conservation efforts and necessary risk mitigation measures.

**Threatened Ecological Communities:**

The term "Ecological Community" refers to naturally occurring biological groupings that inhabit specific habitat types. Within this ecological context, Threatened Ecological Communities (TECs) are identified and categorised based on the degree of threat they face, with classifications ranging from "Presumed Totally Destroyed" to "Critically Endangered," "Endangered," and "Vulnerable." Notably, certain TECs, such as the nationally recognised "Eucalypt Woodlands of the Western Australian Wheatbelt," situated within the Shire's boundaries, are accorded legal protection under the Environmental Protection and Biodiversity Conservation Act of 1999 (Cth). This legal safeguard underscores the importance of preserving and managing these ecological communities to maintain biodiversity and contribute to broader conservation efforts.

Scientific Name	Common Name	Conservation Status
Eucalypt woodlands of the Western Wheatbelt Australian Wheatbelt	Woodlands	P3 CE

Table 7 – Katanning's Threatened Ecological Communities

Eucalypt woodlands stand as iconic features within the Wheatbelt landscape, comprising 62 distinct vegetation communities, each characterised by unique species compositions and structural features. Dominated by eucalypts with single trunks (not mallees), the understorey exhibits a diverse range, from open grassy areas to shrubby patches. Serving as crucial habitat for numerous plant and animal species, these woodlands provide shelter and sustenance, while also offering essential ecosystem services such as the regulation of local water tables and salinity levels.

Table 6 serves as a comprehensive reference, outlining Threatened Ecological Communities (TECs) within the Shire, detailing their classifications and underscoring the importance of conservation efforts to safeguard these vital habitats.

In areas subject to frequent burns, the suitability of habitats for specific plant and animal species may be compromised. While effective bushfire risk management is integral to species preservation, a meticulous evaluation of potential consequences from these practices is imperative to prevent adverse outcomes.

Due to the confidential nature of information related to protected flora and fauna, a judicious approach has been taken in documenting data. Engaging subject matter experts is essential for verification of the location of environmental assets within the Shire's jurisdiction and assessing potential impacts of mitigation and response strategies.

The Shire places particular emphasis on the significance of flora and fauna, recognising them not only as valuable environmental assets but also as influencers of treatment options for identified risks associated with other assets. The careful selection of treatments is crucial, considering implications for environmental and heritage considerations.

Inadequate treatment selection carries the potential for adverse consequences, including harm to environmentally sensitive areas, loss of biodiversity, destruction of habitats, and impairment of natural, historical, and indigenous values. Consequently, all treatments must undergo assessment in accordance with specified requirements for identified flora and fauna. Furthermore, relevant authorities must be consulted before initiating any mitigation work.

The Shire is committed to reminding landowners and managers, whenever feasible, of their obligation to secure necessary clearances and approvals before undertaking vegetation-based treatments. This obligation extends to areas designated as Environmentally Sensitive Areas, habitats for Threatened Fauna, locations housing Declared Rare Flora, and other designated Threatened Ecological Communities (TECs). This commitment underscores the Shire's dedication to responsible environmental stewardship and sustainable land management.

**Historical bushfire occurrence**

**Recorded Incidents**

Fires within the Shire of Katanning are documented through the DFES Incident Reporting System (IRS). It's important to note that the data obtained from this system has inherent limitations, as not all ignitions are reported and recorded within the IRS. Additionally, figures may not comprehensively capture incidents attended solely by the DBCA – Parks and Wildlife Service within the Shire.

In the context of this record, a bushfire is defined as any vegetation fire (bush, grass, scrub, forest) of any size, while a "fire (large)" refers to a bushfire exceeding one hectare in size.

Between July 1, 2012, and June 30, 2022, a total of 228 bushfire incidents were recorded within the Shire. The primary ignition source during this period was suspicious/deliberate fires, accounting for a total of 66 incidents. The second-highest contributor, escaped Burn offs combining for an additional 32 fires. Being the most populated area within the shire, Katanning townsite is the most affected by fire incidents.

These statistics provide insights into the prevalence and sources of bushfires within the Shire of Katanning, though it's important to acknowledge the potential underreporting and the influence of other factors that may impact the accuracy and completeness of the data. The coinciding data can be found in Tables 7, 8, 9.

**Historic Bushfires of Katanning**

Historical fires have played a pivotal role in shaping the Shire's approach to bushfire risk management. Lessons drawn from these events have been instrumental in refining strategies to effectively address future challenges. Several notable fires, their impacts, and the insights gained have contributed to a more nuanced understanding of risk mitigation.



The Katanning Shire has encountered numerous fires over the years, with one significant event illustrating distinct characteristics and key takeaways for future planning and preparedness.

February 2020:

Cause	Lightning		
	Vegetation Unknown		
Locality	Katanning	Area	4,220 hectares burnt
	300 + personnel including Great Southern strike team, two water Response carters, Lat and water bombers.		





The historical data from the mentioned incident offers valuable insights into local fire dynamics. Analysing the causes, responses, and outcomes of past fires is crucial for making informed decisions. This historical context helps identify areas with a higher risk of fire initiation and discern underlying patterns or trends. Such knowledge is instrumental in developing and implementing effective treatment strategies to mitigate the impact of future bushfires.

#### Common Sources of Ignition:

The Shire of Katanning encounters a diverse range of ignition sources and bushfire-prone areas, presenting a multifaceted challenge for effective fire risk management. Lightning strikes, especially prevalent during regional thunderstorms, stand out as a common source of ignition. Human activities, including arson, electrical pole failures, and agricultural equipment use, further contribute to the overall ignition risk landscape.

The regions prone to bushfires within the Shire primarily comprise expansive agricultural lands, characterised by dry vegetation that serves as fuel, especially during specific seasons. Crop residues, grasslands, and dense vegetation in these areas are particularly susceptible to ignition. The interplay of dry environmental conditions, prevailing winds, and ongoing agricultural operations heightens the risk, underscoring the need for a comprehensive approach to address ignition sources and implement strategic measures.

To enhance preparedness and prevention strategies, the Shire's bushfire risk management plan prioritise addressing these key ignition sources and vulnerable regions. By focusing on these aspects, the Shire continuously develops measures to try and mitigate the risk effectively.

#### Suspicious/Deliberate fires:

The influence of suspicious or deliberate ignition causes on bushfires in the Great Southern region is profound, introducing significant challenges to fire dynamics and exacerbating the consequences of these incidents. One notable impact is the heightened frequency of fires, placing considerable strain on firefighting resources and impeding the prompt response to emerging incidents. The extension of the fire season, attributed to human-induced ignitions, necessitates year-round fire management efforts, adding complexity and resource demands.

Deliberate fire spreading emerges as a particularly concerning aspect, fostering the rapid escalation of uncontrollable blazes that pose substantial threats to both property and lives. Beyond the immediate firefighting challenges, these intentional ignitions divert resources away from proactive fire management measures, such as hazard reduction burns. These controlled burns are pivotal for mitigating the overall fire risk in the region, and their neglect due to deliberate ignitions can have far-reaching consequences.

The economic impact of these intentional ignitions is considerable, encompassing costs related to firefighting operations, property damage, insurance claims, and the loss of tourism revenue. Moreover, the psychological and societal repercussions are profound, as deliberate fires instill fear, uncertainty, and distress within communities, disrupting the social fabric and fostering an atmosphere of unease.



### Machinery caused fires:

Vehicle-induced fires have emerged as a significant concern within the Shire of Katanning, with farm machinery identified as a primary contributor to bushfires in the region. The causes of these fires are multifaceted, often stemming from avoidable situations that require minimal negligence or complacency. Key factors include machinery contact with dry vegetation or crops during harvest and the accumulation of plant debris on equipment. Various causes of machinery fires have been identified, each carrying inherent risks:

#### Electrical Issues:

Faulty wiring, frayed wires, or short circuits leading to electrical sparks.

#### Fluid Leaks:

Oil or fuel leaks that can ignite upon contact with a hot surface in the engine compartment.

#### Overheating:

Engine running too hot due to issues like a malfunctioning cooling system, blocked radiator, or non-functioning fan.

#### Improper Maintenance:

Failure to adequately maintain the vehicle, neglecting worn-out or damaged parts, using incorrect fluids, or irregular oil changes. Additionally if not managed buildup of fine fuels while harvesting will ignite from heat and static.

#### Collision:

Contact with power lines, stationary items, or fence posts that can result in sparks igniting nearby materials like crops or vegetation.

In the period between 2013 and 2022, the Shire of Katanning documented a minimum of 12 machinery-caused fires. However, it's important to note that the actual number may be underreported due to machinery/equipment fires falling within the broader category of vehicle fires.

### Escaped burns:

The Shire of Katanning's recorded instances of 32 escaped burn-off fires underscore a significant concern in the realm of bushfire risk management planning. These incidents, where controlled burns extend beyond their intended areas, pose substantial risks to the community, environment, and property. The increased frequency of such events indicates potential challenges or shortcomings in the planning and execution of hazard reduction activities. Adequate planning, coordination, and monitoring are crucial to ensure that controlled burns serve their intended purpose without escalating into uncontrolled bushfires.



One of the main causes for escaped burn is Crop burning, also referred to as agricultural or stubble burning. The intention of igniting crop residues or leftover agricultural vegetation on farmland. This method is employed for various agricultural purposes, such as removing crop residues, weed control, disease prevention, and preparing fields for the subsequent planting season. While crop burning serves essential agricultural functions, it presents considerable bushfire risks due to the dry and highly flammable nature of stubble. The rapid spread of fires originating from crop burning poses a significant threat to surrounding areas, including vegetation and properties. Additionally, the smoke emitted during stubble burning can compromise air quality, potentially impacting the health of nearby communities.

Despite being conducted during the permit season when risks are perceived as more manageable, crop burning places a substantial responsibility on landowners to comprehend and fulfill their duty to the safety of surrounding residents. This highlights the imperative for landowners to exercise caution, adhere strictly to regulations, and implement robust safety measures when engaging in crop burning activities. Moreover, fostering community awareness and maintaining effective communication channels are pivotal in mitigating the risks linked to this practice, ensuring the safety of both agricultural operations and neighboring residents.

### Electrical pole fires

Pole top fires, occurring in electrical power transmission and distribution systems, result from a combination of environmental factors and equipment-related issues. A primary cause involves the accumulation of contaminants like dirt, dust, and salt on insulators or other electrical components on the pole top. These contaminants create a conductive path, enabling electricity to arc across insulators or jump to the pole, leading to sparks or flames that can ignite nearby materials.

Aging or faulty equipment contributes to pole top fires, with factors such as cracked or damaged insulators, overloaded or overheating transformers, and frayed or exposed wiring playing a role. Environmental conditions, including high winds, lightning strikes, and extreme temperatures, can damage electrical equipment and create conditions conducive to igniting nearby materials.

Animal contact with power lines is another potential cause, where birds, lizards, or small mammals can create an electrical arc by touching different parts of the electrical system simultaneously. This can result in sparks or electrical arcs igniting nearby flammable materials like dry vegetation.

The Shire of Katanning recorded a minimum of 12 electrical pole-caused fires between 2013 and 2022. While the natural environment influences these incidents, key stakeholder Western Power's contribution to long-term assistance in mitigating the bushfire risk associated with public electrical poles.

### Lightning caused fires

Lightning-induced fires pose a substantial threat in regions characterised by dry vegetation and hot, arid weather conditions. The intense heat generated by electrical discharges during lightning strikes can readily ignite flammable materials on the ground, resulting in the rapid escalation of bushfires. This risk is particularly pronounced in areas with a Mediterranean climate, such as the Great Southern region of Western Australia.

In the Great Southern region, where prolonged dry summers prevail, the conducive conditions make lightning strikes a prevalent cause of fires. The landscape, comprising extensive grasslands, forests, and crop lands, provides abundant fuel for fires to propagate. Table 8 indicates that the Shire of Katanning, situated within the Great Southern region, has documented a minimum of 34 instances of bushfires caused by lightning strikes between 2013 and 2022, underscoring the frequency and impact of such incidents in the area.

Given the susceptibility of the region to fire outbreaks, it is imperative for local authorities, communities, and emergency services to maintain a vigilant stance. Implementing effective prevention and response measures is essential in mitigating the risks associated with lightning-induced fires. Strategies may include early detection systems, strategic land management practices, and public awareness campaigns. By prioritising these initiatives, the safety of residents can be ensured, and valuable natural resources protected from the devastating effects of bushfires.



## Current bushfire risk management controls

The Shire of Katanning grapples with a myriad of ignition sources and areas susceptible to bushfires, necessitating a nuanced approach to fire risk management. Lightning strikes, particularly prevalent during regional thunderstorms, stand out as a notable source of ignition. Human activities, including arson, discarded cigarettes, and the use of equipment in agriculture, further contribute to the diverse landscape of ignition risks.

The regions prone to bushfires within the Shire predominantly comprise extensive agricultural lands, characterised by dry vegetation that acts as fuel, especially during specific seasons. Crop residues, grasslands, and dense vegetation near watercourses emerge as particularly vulnerable areas. The convergence of dry environmental conditions, prevailing winds, and ongoing agricultural operations heightens the overall risk, underscoring the imperative to address ignition sources and implement strategic measures.

To fortify preparedness and prevention strategies, the Shire's bushfire risk management plan should prioritise addressing these key ignition sources and vulnerable regions. By concentrating efforts on these aspects, the Shire can develop targeted interventions to mitigate risks and enhance its ability to respond effectively to potential bushfire incidents.

### Shire of Katanning

The Shire of Katanning is dedicated to proactively mitigating the impact of bushfires through a multifaceted approach. Taking on the responsibility of overseeing fire mitigation and hazard reduction measures on its land, including parks, reserves, road reserves, recreation areas, and drainage reserves, the Shire implements an annual Bushfire Preventive Works program. This program encompasses various activities such as mechanical works, slashing, chemical spraying, and pruning, strategically designed to minimise fire risks and bolster overall fire safety.

In addition to these preventive measures, the Shire employs prescribed burning as a proactive strategy when needed. Prescribed burns are conducted under controlled conditions to reduce fuel loads, curb the rapid spread of fires, and support biodiversity. This method is executed with precision to achieve specific ecological and fire prevention objectives.

Consistently implementing these fire prevention and hazard reduction measures underscores the Shire's commitment to creating a safer environment for residents, safeguarding valuable assets, and contributing to the community's overall resilience in the face of bushfire risks.

The Shire's contribution to bushfire risk management controls extends to regulatory measures and community engagement:

#### Fire break Notices:

The Shire issues Section 33 fire management notices under the Bush Fires Act 1954, providing directives for firebreaks, hazard reduction, and preventive measures.

Restricted Burning Times and Prohibited Burning Times: Governed by the Bush Fires Act 1954, Sections 17 & 18, the Shire manages restricted and prohibited burning times to regulate controlled burns, aligning with seasonal conditions and weather patterns.



#### Vehicle Movement Bans:

Harvest vehicle movement bans are enforced during heightened fire danger periods to restrict the movement of agricultural vehicles, reducing the risk of fires caused by machinery operation.

#### Bushfire Advisory and Local Emergency Management Committees:

The Bushfire Advisory Committee offers expert advice for prevention, preparedness, and response, while the Local Emergency Management Committee coordinates efforts for all emergencies, enhancing community resilience.

#### Volunteer Bushfire Brigades:

The Shire boasts four strategically located volunteer Bushfire Brigades, including Katanning Central, Merribin, Badgebup, and Carrolup. These brigades play a crucial role in early detection, containment, and suppression efforts.

Through this comprehensive array of measures, from regulatory directives to community engagement and firefighting resources, the Shire has established robust bushfire risk management controls, prioritising overall safety and resilience.

#### Other Local Government Wide Controls:

##### State Government Legislation:

State Planning Policy 3.7 (SPP 3.7) stands as a foundational framework established by the Western Australian State Government to systematically address and mitigate bushfire risks. This policy framework is specifically designed to govern construction activities within areas identified as prone to bushfires, with the overarching objective of minimising risks to individuals, properties, and the environment. The implementation of SPP 3.7 lies within the purview of local governments, involving a meticulous process of identifying and regulating new developments in these designated areas. This is achieved through third-party assessments, enabling local governments to prescribe planning and construction standards aimed at reducing the inherent bushfire risks. SPP 3.7, as a governing mechanism, enforces strict compliance with recognised standards, including the Australian Standard AS 3959:2018. In tandem with this policy, the Guidelines for Planning in Bushfire Prone Areas, meticulously crafted by the Department of Planning, Lands, and Heritage, serves as a complementary resource. Together, these documents create a robust regulatory framework, contributing significantly to the overarching objective of minimising the impact of bushfires on communities and the natural environment.

##### Total Fire Bans:

Western Australian Total Fire Ban Declarations constitute official proclamations issued during periods of heightened fire danger. These declarations are strategically crafted to impose restrictions or prohibitions on specific fire-related activities within designated areas. The primary purpose is to prevent the outbreak of uncontrolled wildfires by curbing activities such as open-air fires, the usage of equipment prone to sparking, and certain industrial processes. Adherence to these bans is of paramount importance for public safety. Communication of the bans is effectively disseminated through official channels, including announcements and social media platforms.



**Shire of Katanning Historic Total Fire Ban Days**

2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
1	0	2	1	11	2	1	0	10	5	3	3	1

Table 11 – Shire of Katanning Total Fire Ban Record

A list of local government wide controls for reducing bushfire risk in Shire of Katanning is provided in Appendix B.

**Key Stakeholders Mitigation Activities**

During the assessment phase, consultations with the following key stakeholders were initiated to identify an appropriate point of contact and to ascertain the policies, guidelines, practices, and contributions they are implementing towards bushfire risk mitigation within the Shire of Katanning.

**Department of Fire and Emergency Services**

The Department of Fire and Emergency Services (DFES) plays a vital role in reinforcing the Shire of Katanning's comprehensive bushfire risk management controls through various programs and financial support mechanisms. As part of the Bushfire Risk Management Program, DFES offers industry expertise, guidance on best practices, and financial support to strengthen the Shire's strategies for mitigating bushfires. In the Community Emergency Service Manager Program, DFES supports training initiatives and provides resources for Community Emergency Service Managers, enhancing their ability to coordinate local emergency services and bolster community resilience efforts.

For unallocated Crown land and unmanaged reserves, DFES collaborates with the Shire, offering planning support and potential financial assistance to implement effective risk reduction measures. Katanning's Volunteer Fire and Rescue Service Brigade receives full financial support from DFES, ensuring they have the necessary resources for operational readiness, training, and equipment. In the event of a bushfire incident exceeding the Shire's capabilities, DFES mobilises resources, coordinates emergency responses, and provides operational support to manage the situation effectively.

This multifaceted collaboration underscores DFES's unwavering commitment to enhancing community safety and resilience in the face of bushfire risks.

**Department Biodiversity, Conservation and Attractions**

The Department of Biodiversity, Conservation, and Attractions (DBCA) plays a pivotal role in bushfire mitigation through a multifaceted approach. Their actions encompass managing fires in accordance with relevant laws and guidelines, maintaining the capability for prescribed burning and bushfire mitigation, utilising records and mapping systems, preparing and reviewing regional fire plans, conducting prescribed burning and fuel management, integrating fire management with broader conservation efforts, establishing fire breaks and access tracks, fostering collaboration with stakeholders for cooperative fire management, incorporating traditional knowledge when possible, and providing comprehensive fire management training to staff and operators.

The primary objectives of these efforts are to minimise the risk of losing threatened species, critical habitat, and important natural and cultural values from inappropriate fire regimes. During bushfire mitigation and suppression activities, the department prioritises



the protection of human life and property, subsequently focusing on preserving the natural environment and cultural heritage.

Key bushfire mitigation strategies employed by the department include early suppression of bushfires (excluding high-value assets), implementing fire management measures to protect biodiversity assets, ensuring the safety of threatened species, limiting the construction and maintenance of internal fire access tracks, assessing the need for perimeter access tracks, avoiding vegetation modification unless there is a significant risk, and establishing temporary fire control lines when necessary. These strategies collectively contribute to a comprehensive and proactive approach to bushfire mitigation within the department's purview.

#### [Main Roads Western Australia \(MRWA\)](#)

Main Roads actively fulfills its duty in bushfire risk management and mitigation, demonstrating a strong commitment to minimising potential hazards. The organisation engages in a collaborative effort with Local Governments, actively participating in the development and execution of Bushfire Risk Management Plans. This joint approach ensures that strategic planning incorporates Main Roads' assets and infrastructure into the broader framework of bushfire risk management.

To effectively manage bushfire risks, Main Roads conducts comprehensive assessments to identify potential impacts on its assets, pinpoint vulnerable areas, and evaluate risks to critical infrastructure such as roads, bridges, and facilities. These risk assessments empower Main Roads to implement targeted measures that mitigate and manage potential bushfire impacts on its assets. Strategies may include incorporating design features that enhance fire resistance, adopting maintenance practices with a specific focus on bushfire risk, and collaborating with stakeholders to develop comprehensive emergency response plans.

Main Roads actively discharges its duty of care by contributing to the development of Bushfire Risk Management Plans, conducting rigorous risk assessments, and implementing proactive measures to minimise the impact of bushfires on its operations. This approach ensures the protection of infrastructure, prioritises the safety of road users, and enhances the overall resilience of the wider community.

In its commitment to effective bushfire risk management, Main Roads has identified critical assets within bushfire-prone areas, including 24-hour rest bays, timber and timber hybrid traffic and pedestrian bridges, and regional offices along with operationally crucial facilities in depots. Specific actions in the Great Southern Region involve herbicide spraying and brush cutting on bridge structures, vegetation clearing for Bridge Fire Mitigation, and Fire Hazard Reduction slashing in open areas within the road reserve. Additionally, parking bays under Main Roads' management undergo scheduled grass and weed control activities, reflecting a proactive approach to maintaining a fire-resilient environment.

#### [Public Transport Authority](#)

The Public Transport Authority (PTA) assumes a proactive role in mitigating bushfire risk on PTA Land, collaborating closely with local governments and fire authorities to ensure the safety of passenger and freight rail lines, stations, depots, and associated facilities. Their comprehensive approach involves fuel reduction activities, maintenance of firebreaks, and the implementation of procedures to minimise bushfire risk stemming from



maintenance operations. The PTA also responds to fire protection notices, supports emergency response measures, and maintains open communication with fire authorities and local governments to formulate and execute efficient bushfire mitigation strategies. Active participation in the development of Bushfire Risk Management Plans initiated by local governments and fire authorities underscores the PTA's commitment to effective risk reduction.

Key strategies employed by the PTA include contributing to comprehensive bushfire risk assessments and implementing tailored mitigation measures. The PTA's fuel reduction strategies prioritise conservation, infrastructure, and cultural values. Collaborative efforts with local governments and land managers result in the development of long-term bushfire mitigation plans that incorporate proactive measures for bushfire preparedness, including controlled access, adherence to safe operating procedures, and the establishment of asset protection zones. The PTA further supports bushfire hazard reduction through donations, funding for fuel reduction activities, and active participation in rail safety access initiatives, with a focus on protecting areas of high conservation value and Aboriginal sites.

While overseeing a redundant railway in the north-west corner of the shire, connecting the adjacent shires of Kojonup and Katanning, the PTA envisions future plans for the development of a heritage rail trail from Kojonup townsite to Katanning. Although no mitigation works have been undertaken within the rail reserve at present, the PTA expresses a commitment to collaborate with the shire to reduce bushfire risk within the Katanning community.

#### [St Patrick's School \(SPS\)](#)

As the St. Patrick's School (SPS) is governed by Catholic Education Western Australia (CEWA), it does not qualify for state government assistance in assessing the bushfire risk of its school grounds, as indicated in "The Principal's Guide to Bushfire." However, CEWA has proactively addressed this limitation by implementing third-party services for all of its schools situated within high bushfire risk environments. These services are designed to conduct comprehensive assessments of the properties and formulate tailored bushfire risk management plans, similar to those provided for state government schools.

"The Principal's Guide to Bushfire," a resource supplied by the Department of Education, serves as a valuable tool for school principals and leaders in managing bushfire risk within their schools and communities. Covering a spectrum of topics related to bushfire management, the guide encompasses understanding bushfire risks, preparation strategies, response protocols, and recovery processes.

This guide imparts knowledge about various types of bushfires, their origins, and the contributing factors to their propagation. It further elucidates how schools can evaluate the bushfire risk in their vicinity and take proactive measures, including the development of a comprehensive bushfire plan, regular drills, and identification of safe evacuation routes.

In the event of a bushfire, the guide offers guidance on critical actions to take, such as activating the bushfire plan, effective communication with staff, students, and parents, and ensuring safe evacuations. Additionally, the guide outlines the recovery process post-bushfire, addressing both the physical and emotional needs of the school community, accessing government support, and facilitating the reconstruction of the



school and its community. CEWA has aligned itself with these principles, incorporating them into its own structure and hierarchy.

The implementation of a Bushfire plan at SPS demonstrates a proactive approach, indicating the school's awareness of its contribution to bushfire risk and its commitment to established mitigation processes.

#### Western Power

The Western Power Corporation, responsible for managing Western Australia's electricity network, employs a comprehensive strategy to proactively mitigate the risk of bushfires. This strategy encompasses several key elements:

##### Regular Maintenance and Inspections:

- Prioritising the regular maintenance and inspections of its infrastructure, including power lines, poles, and transformers.
- Conducting annual inspections from March to August to identify potential hazards and promptly address issues by repairing or replacing equipment.

##### Vegetation Management:

- Actively engaging in vegetation management practices to reduce the risk of vegetation interfering with power lines, a potential trigger for bushfires.
- Implementing measures such as tree trimming, vegetation removal, and the judicious use of herbicides.
- Applying these practices to areas vested in crown land or under the Corporation's control.

##### Collaboration with Emergency Services:

- Establishing close collaboration with emergency services to ensure coordinated and effective responses to bushfire incidents.
- Providing support for firefighting operations to address and manage bushfire incidents promptly.

##### Community Education and Awareness:

- Conducting education and awareness campaigns to actively involve and empower the community.
- Encouraging proactive steps within the community to reduce bushfire risks.
- Urging community members to report any observed potential hazards near the electricity network.

Western Power Corporation's multifaceted approach involves proactive infrastructure maintenance, vegetation management, collaborative efforts with emergency services, and community-focused education. This holistic strategy aims to collectively address and mitigate the bushfire risk associated with the operation of its electricity network in Western Australia.

## Chapter 5: Asset Identification and Risk Assessment

Assets at risk from bushfire in Shire of Katanning are recorded in the *Asset Risk Register* in the BRMS. Assets are divided into four categories: human settlement, economic, climate, and cultural. Each asset has been assigned a bushfire risk rating between low and extreme based on the risk assessment methodology described in the Guidelines and Handbook.

### 4.1. Local government asset risk profile

A summary of the risks assessed in Shire of Katanning is shown in Table 3. This table shows the proportion of assets at risk from bushfire in each risk category at the time the BRM Plan was endorsed. This table was correct at the time of publication but may become outdated as risks are treated or additional risks are identified and assessed. A report may be generated from the BRMS to provide the most current risk profile.

Table 12 – Local Government Asset Risk Summary

Asset Category	Risk Rating				
	Low	Medium	High	Very High	Extreme
Human Settlement	1%	8%	18%	34%	21%
Economic	0%	1%	3%	3%	7%
Environmental	0%	0%	0%	0%	0%
Cultural	0%	0%	1%	0%	2%

## Chapter 6: Risk Evaluation

### 6.1. Risk acceptance criteria

The acceptable level of risk for each asset category is shown in Table 4. A risk that is assessed as exceeding these limits will be considered for treatment.

Table 13 – Risk acceptance criteria for bushfire risk in Shire of Katanning.

	Asset category			
	Human settlement	Economic	Environmental	Cultural
Acceptable risk level	Medium	Medium	High	high

Risks below the acceptable level do not require treatment during the life of this BRM Plan. They will be managed by routine local government wide controls and monitored to detect any increase in their risk rating.

### 6.2. Treatment priorities

The treatment priority for each asset is automatically assigned by BRMS, based on the asset's risk rating. Table 5 shows how consequence and likelihood combine to give the risk rating and subsequent treatment priority for an asset. The treatment priority assigned in BRMS will help inform decision making for risk acceptability and development of the Treatment Strategy and schedule.

Table 14 – Treatment priorities

Likelihood	Consequence			
	Minor	Moderate	Major	Catastrophic
Almost Certain	3D (High)	2C (Very High)	1C (Extreme)	1A (Extreme)
Likely	4C (Medium)	3A (High)	2A (Very High)	1B (Extreme)
Possible	5A (Low)	4A (Medium)	3B (High)	2B (Very High)
Unlikely	5C (Low)	5B (Low)	4B (Medium)	3C (High)

## Chapter 7: Risk Treatment

The purpose of risk treatment is to reduce the potential impact of bushfire on the community, economy and environment. This is achieved by implementing treatments that modify the characteristics of the hazard, the community or the environment to make bushfires less likely or less harmful.

### 7.1. Treatment Strategy

The Treatment Strategy outlines the comprehensive approach to managing medium to long-term bushfire risk in the Shire of Katanning. Shaped by factors such as risk distribution, community values, stakeholder programs, and treatment constraints, this strategy plays a crucial role in guiding the development of integrated annual treatment schedules.

In the context of bushfire risk management in the shire, the treatment strategy is instrumental in aligning treatment preferences with the vulnerability of elements such as land use patterns, sensitive industries, vegetation types, and resource accessibility. This ensures a targeted and risk-informed approach to treatment selection.

Recognising the diverse ecosystems and landscapes within the district, the treatment strategy emphasises the need for individualised methods tailored to effectively manage and reduce bushfire risk. Different parts of the district require interventions that align with their unique characteristics, emphasising a strategic and adaptive approach to bushfire risk treatments.

Presented below are two distinct hierarchical processes, wherein the initial numbering establishes the priority for implementation, while the delineation of land areas enables customised treatment options. The numerical scale, ranging from one (most critical) to five (least critical), designates the prioritisation of land use areas for treatment execution within the Shire. The development of this structure is primarily influenced by population density considerations within the Shire.

The tables articulate a structured framework with three discernible levels: Primary, Secondary Response, and Last Resort. The preference levels are crafted with thoughtful consideration of the following components:

**Land Use Characteristics:**

The nature and purpose of land use in a specific area impact factors such as fuel load, accessibility, and vulnerability to bushfires.

**Land Transformation and Development:**

Changes in land development, such as urbanisation or agricultural expansion, alter the natural state of the landscape, influencing fire behaviour and treatment selection differently.

**Vegetation Characteristics and Composition:**

Different vegetation characteristics and types contribute variably to managing fuel load, the viability/quality of vegetation, biodiversity, and whether it consists of native or introduced species. Mismanagement of these factors can have potential negative long-term impacts on the environment and fuel load.

**Localised Capabilities:**

The availability of resources, infrastructure, and personnel within a specific locality influences the feasibility of certain response measures. Understanding local capabilities ensures the formulation of realistic and achievable strategies.

The Primary Response encompasses the initial and preferred methods for managing bushfire risk within the addressed environment, presenting a range of appropriate tasks to mitigate the risk. In instances where primary measures prove insufficient, the Secondary Response can be considered. These methods may entail additional risks (environmental, social, or physical) that render them inappropriate for primary response. However, with justification, they can complement the initial primary response approach.

Reserved for extreme scenarios due to the associated risks and decisive actions required, the Last Resort is positioned as the lowest intervention for treatment response. This hierarchical structure ensures a methodical and adaptable approach, commencing with preventive measures and escalating interventions as necessary. Consequently, it offers a comprehensive and effective strategy for bushfire risk management.

1) Shire managed land within Gazetted Townsites:

Preference	Method type	Description:
Primary response	Vegetation management	Modify or remove excess vegetation to create breaks and reduce fuel density.
	Firebreaks/Access Tracks	Removal of vegetation to create vehicle accessible tracks.
Secondary response	Herbicide	Targeted use of herbicides to control invasive or highly flammable plant species.
Last resort	Controlled Burns	Prescribed burns to reduce accumulated fuel loads and prevent the spread of large, intense fires.

2) Rural Urban Interface:

Preference	Method type	Description:
Primary response	Community Planning	Educating defensible space around homes
		Community education programs around preparedness and household bushfire plan creation.
		Implementing and educating SPP 3.7, AS3959 and other associated resources for new developments
	Building Design and Retrofitting	Educate, construction and retrofitting of structures with fire-resistant materials and features.
Ember-Resistant Landscaping	Educating, selecting and maintaining vegetation that is less likely to ignite from embers.	

	Fire break notice	Compliance to the Shire of Katanning Firebreak notice.
Secondary response	Herbicide	Targeted use of herbicides to control invasive or highly flammable plant species.
	Vegetation management	Modify or remove excess vegetation to create breaks and reduce fuel density.
	Firebreaks/Access Tracks	Removal of vegetation to create vehicle accessible tracks.
Last resort	Controlled Burns	Prescribed burns to reduce accumulated fuel loads and prevent the spread of large, intense fires.

3) Agricultural Environment:

Preference	Method type	Description:
Primary response	Community Planning	Educating defensible space around homes
		Implementing and educating SPP 3.7, AS3959 and other associated resources for new developments
	Building Design and Retrofitting	Educate, construction and retrofitting of structures with fire-resistant materials and features.
	Ember-Resistant Landscaping	Educating, selecting and maintaining vegetation that is less likely to ignite from embers.
	Fire break notice	Compliance to the Shire of Katanning Firebreak notice.
	Vegetation management	Modify or remove excess vegetation to create breaks and reduce fuel density.
	Firebreaks/Access Tracks	Removal of vegetation to create vehicle accessible tracks.
Secondary response	Herbicide	Targeted use of herbicides to control invasive or highly flammable plant species.
	Controlled Burns	Prescribed burns to reduce accumulated fuel loads and prevent the spread of large, intense fires.

4) Road reserves:

Preference	Method type	Description:
Primary response	Herbicide	Targeted use of herbicides to control invasive or highly flammable plant species.
Secondary	Vegetation	Removal of excess vegetation to

response	management	create breaks and reduce fuel density.
Last resort	Controlled Burns	Prescribed burns to reduce accumulated fuel loads and prevent the spread of large, intense fires.

5) Woodland/Reserves Environment:

Preference	Method type	Description:
Primary response	Understory Management	Modifying understory vegetation to break up fuel continuity.
	Firebreaks/Access Tracks	Removal of vegetation to create vehicle accessible tracks.
Secondary response	Selective Thinning	Removal of excess vegetation to create breaks and reduce fuel density.
	Herbicide	Targeted use of herbicides to control invasive or highly flammable plant species.
Last resort	Controlled Burns	Prescribed burns to reduce accumulated fuel loads and prevent the spread of large, intense fires.

An essential aspect to contemplate within this treatment strategy is the implementation of controlled burns. However, executing this practice in a native environment entails intricate planning, substantial knowledge, and selecting appropriate times for its execution, which can pose challenges in terms of resource allocation. One of the primary considerations is the timing of these burns, with the optimal period typically coinciding with seeding or harvest seasons. This temporal alignment is pivotal in minimizing disruptions to agricultural activities and mitigating potential risks associated with poorly timed or inadequately resourced burns. Therefore, controlled burns are designated as a last resort measure, aimed at alleviating additional burdens on emergency services and circumventing the potential for ill-informed or inadequately supported burn operations.

The treatment strategy for bushfire risk in the Shire of Katanning recognises the significance of non-physical mitigation measures, encompassing community engagement, educational programs, and regulatory approaches. Emphasising a comprehensive framework, the strategy acknowledges that effective risk treatment involves a synergy of these strategies, relying on factors like community involvement, continuous monitoring, and adaptability to changing conditions. Successful bushfire risk management necessitates collaboration among land managers, communities, and fire authorities.

The Shire of Katanning's treatment strategy adopts a flexible approach to bushfire risk management. By addressing unacceptable risks, considering various influencing factors, engaging the wider community, and incorporating diverse treatments, the strategy aims to bolster overall resilience and minimise the impact of bushfires on the district.

Under the umbrella of a holistic strategy, the Shire consistently invests in the development of long-term approaches for sustained bushfire risk reduction. This involves initiatives such as land-use planning, community education, and policy changes, all contributing to the creation of a resilient and fire-safe environment.

## 7.2. Treatment Schedule

The Treatment Schedule is a list of bushfire risk treatments recorded within BRMS. Shire of Katanning will be focusing on developing a program of works that covers activities to be undertaken within the two years after the approval of the BRM Plan. The Treatment Schedule will evolve and develop throughout the life of the BRM Plan.

The Shire of Katanning Treatment Schedule is a live document managed on BRMS. It is designed by the outcome of the risk assessment process and Treatment Strategy. The Treatment Schedule was developed in broad consultation with land owners and other stakeholders.

Land managers are responsible for implementing treatments on their own land. This includes any costs associated with the treatment and obtaining the relevant approvals, permits or licences to undertake an activity. Where agreed, another agency may manage a treatment on behalf of a land owner. However, the onus is still on the land owner to ensure treatments detailed in this BRM Plan's Treatment Schedule are completed.

## Chapter 8: Recommendations

The suggestions outlined in Table 13 offer alternative approaches for mitigating and managing bushfire risks beyond the scope of BRMS and related programs. These alternatives propose proactive measures aimed at minimising the potential impact of bushfires on lives, property, and the environment.

Each recommendation in this section represents a crucial component of the overarching risk management strategy, addressing specific concerns and delineating practical steps to be taken. These recommendations are finely tuned to the distinctive characteristics of the region, encompassing factors such as vegetation types, weather patterns, population density, and existing infrastructure.

They offer guidance on preventive measures, encompassing activities like fuel reduction and modifications to infrastructure, as well as emergency response protocols, community education initiatives, and the facilitation of interagency coordination.

Implementing these recommendations necessitates a collaborative approach, engaging various stakeholders, including government agencies, emergency services, local communities, and landowners. This collective effort ensures a comprehensive and tailored approach to bushfire risk management.

Table 15 – Table of Recommendations for the Shire of Katanning

Subject	Recommendation
Habitable Buildings with build date pre-2015	<p>Considering the generational nature of the town and the existence of buildings predating current bushfire-prone area policies, it is recommended that the Shire continues and strengthens its efforts in providing advice and education to the community. Encourage voluntary upgrades, repairs, or additions to buildings aimed at enhancing protection against potential bushfires. Specifically, the Shire should emphasise practical measures such as installing gutter guards, sealing exterior gaps, inspecting exposed timber beams, upgrading evaporative air-conditioning systems, maintaining solar panels, and using fire-resistant materials for fly screens and non-flammable materials for external facades. This proactive approach aims to create a safer and more resilient community, aligning with the Shire's commitment to comprehensive bushfire risk management. Additionally, promoting awareness through educational resources will play a crucial role in fostering a collective understanding of the importance of these measures in mitigating the impact of bushfires on both property and lives.</p>
Asbestos buildings	<p>To enhance community safety and resilience in the face of bushfire risks associated with potential asbestos-containing materials, a focused education initiative is recommended. This program should enlighten residents about asbestos identification, associated health risks during and after a fire, and proper emergency responses. Key aspects include recognising asbestos in older structures, understanding its behaviour in fires, and the importance of professional assistance for identification and removal. By equipping residents with this knowledge, the Shire can promote informed decision-making, ensuring a safer environment and strengthening community preparedness against bushfire-related challenges.</p>
Identifying fire period/seasons	<p>To address the risk of accidental fires caused by inadequate awareness of prohibited/permit times, a proactive recommendation is to enhance public communication and signage along main roads within the Shire. Implementing visible signage that clearly indicates the necessity of permits or the prohibition of fire-related activities during specific times of the year can significantly mitigate the risk. This strategy aims to improve public awareness, educate road users, and reduce the likelihood of unintentional fire incidents. Collaborating with relevant authorities and stakeholders to design and install informative signage can contribute to a safer environment and minimise the occurrence of accidental fires.</p>
Fire danger ratings	<p>To enhance the effectiveness of the newly introduced "AFDRS" system and improve public understanding during permit seasons, it is recommended to implement clear and updated signage displaying the current fire danger rating. These informative signs should be strategically placed to provide real-time information to the community,</p>

reducing the risk of accidental fires on days with unfavourable weather conditions.

Fire break notice

Streamline communication and ensure clarity for residents, a proactive recommendation involves conducting yearly reviews of fire break notices. This review process should include an assessment of the terminology used in notices from surrounding shires and cities. By maintaining consistency and updating terminology as needed, this practice can facilitate easy understanding, especially for new or temporary residents, and contribute to a more effective and harmonised approach to fire risk management across regions. Coordination with neighbouring jurisdictions is essential for the success of this initiative.

Fire break notice

In order to address the unique challenges posed by the predominant agricultural land use within the Shire, it is strongly recommended to incorporate a specific provision into the firebreak order. This provision would focus on the management of crop fuel loads during harvest, particularly for crops located on the border of a farm.

The proposed addition to the firebreak order suggests a practical measure wherein the crop adjacent to the fence is to be cut lower to 100mm, with a designated width of 15m from the fence. This targeted action aims to minimise the risk of fires escaping properties during the critical periods of harvest and the bushfire season. Implementing such a measure demonstrates a proactive approach to fire risk management, considering the specific characteristics of the Shire's landscape and land use patterns. Coordination with local farmers and stakeholders will be crucial for the successful adoption and implementation of this additional provision.

Suspicious/Deliberate fires

To address the impact of deliberate fire-setting, the Shire should focus on robust public education. Collaborate with DFES for effective advertising and engage the community through regular fire safety sessions at schools. Build community networks to encourage vigilance and reporting, and coordinate patrols with local police in recently burned areas to deter suspicious behaviour. This multi-pronged approach aims to raise awareness, foster community responsibility, and actively discourage deliberate ignition, contributing to effective bushfire risk management.



## Chapter 9: Monitoring and Review

Monitoring and review processes are in place to ensure that the BRM Plan remains current and based on the best available information.

### 9.1. Monitoring and review

Shire of Katanning will monitor the BRM Plan BRMS data to identify any need for change. The Plan and BRMS data will be reviewed at least every two years to ensure it continues to reflect the local context, assets at risk, level of risk and treatment priorities.

### 9.2. Reporting

The Shire of Katanning CEO or their delegate will provide to OBRM the outcomes of biennial reviews of the BRM Plan. This is required to maintain OBRM endorsement of the Plan.

The Shire of Katanning will contribute information about their BRM Program to the annual OBRM *Fuel Management Activity Report*.

## Glossary

<b>Asset</b>	A term used to describe anything of value that may be adversely impacted by bushfire. This may include residential houses, infrastructure, commercial, agriculture, industry, environmental, cultural and heritage sites.
<b>Asset category</b>	There are four categories that classify the type of asset – Human Settlement, Economic, Environmental and Cultural.
<b>Asset risk register</b>	A component within the Bushfire Risk Management System (BRMS) used to record the consequence, likelihood, risk rating and treatment priority for each asset identified in the BRM Plan.
<b>Bushfire</b>	Unplanned vegetation fire. A generic term which includes grass fires, forest fires and scrub fires both with and without a suppression objective.
<b>Bushfire risk management</b>	A systematic process to coordinate, direct and control activities relating to bushfire risk with the aim of limiting the adverse effects of bushfire on the community.
<b>Bushfire risk</b>	The chance of a bushfire igniting, spreading and causing damage to the community or the assets they value.
<b>Consequence</b>	The outcome or impact of a bushfire event.
<b>Land owner</b>	The owner of the land, as listed on the Certificate of Title; or leaser under a registered lease agreement; or other entity that has a vested responsibility to manage the land.
<b>Likelihood</b>	The chance of something occurring. In this instance, it is the potential of a bushfire igniting, spreading and impacting on an asset.
<b>Risk acceptance</b>	The informed decision to accept a risk, based on the knowledge gained during the risk assessment process.
<b>Risk analysis</b>	The application of consequence and likelihood to an event in order to determine the level of risk.
<b>Risk assessment</b>	The systematic process of identifying, analysing and evaluating risk.
<b>Risk evaluation</b>	The process of comparing the outcomes of risk analysis to the risk

criteria in order to determine whether a risk is acceptable or tolerable.

<b>Risk identification</b>	The process of recognising, identifying and describing risks.
<b>Risk treatment</b>	A process to select and implement appropriate measures undertaken to modify risk.
<b>Systemic risk</b>	The impacts of bushfire on the interconnected systems and networks that support community function. It is a product of the disruption caused by fire to normal life and its effects may be felt far from the direct impacts of the fire in both time and space.
<b>Treatment objective</b>	The aim to be achieved by the treatment. Treatment objectives should be specific and measurable.
<b>Treatment priority</b>	The order, importance or urgency for allocation of funding, resources and opportunity to treatments associated with a particular asset. The treatment priority is based on an asset's risk rating.
<b>Treatment Schedule</b>	A report produced within the BRMS that details the treatment priority of each asset identified in the BRM Plan and the treatments scheduled.
<b>Treatment Strategy</b>	The general approach that will be taken to managing bushfire risk, in consideration of the local government context and objectives.
<b>Treatment type</b>	The specific treatment activity that will be implemented to modify risk, for example a planned burn.

## Common abbreviations

<b>AFAC</b>	Australasian Fire and Emergency Services Authorities Council
<b>BFAC</b>	Bush Fire Advisory Committee
<b>BRM</b>	Bushfire Risk Management
<b>BRM Branch</b>	Bushfire Risk Management Branch (DFES)
<b>BRM Plan</b>	Bushfire Risk Management Plan
<b>BRMS</b>	Bushfire Risk Management System
<b>DBCA</b>	Department of Biodiversity, Conservation and Attractions
<b>DFES</b>	Department of Fire and Emergency Services
<b>DPLH</b>	Department of Planning, Lands and Heritage
<b>LEMC</b>	Local Emergency Management Committee
<b>OBRM</b>	Office of Bushfire Risk Management (DFES)
<b>SEMC</b>	State Emergency Management Committee
<b>TEC</b>	Threatened Ecological Community
<b>UCL</b>	Unallocated Crown Land
<b>UMR</b>	Unmanaged Reserve
<b>WA</b>	Western Australia

## Appendices

- Appendix A**    Local government wide controls
- Appendix B**    Communication Plan
- Appendix C**    Annual review checklist

### Appendix A – Local government wide controls

Action or activity Control	description	Lead agency	Other stakeholder(s)	Notes and comments	
1	Firebreak Notice (Bush Fires Act 1954)				
2	Prohibited, Restricted Burning Times and Total Fire Bans. Bush Fire Control (Bush Fires Act 1954)	Annual LG Firebreak Notice	Shire of Katanning	Landowners Land Managers Shire of Katanning Ranger	Published Annually. Inspect local properties. 'Fire Access Track' has the same meaning as 'Fire Break', in the Bush Fires Act 1954.
3	Total Fire Ban Declaration	Restriction of activities that may cause or contribute to the spread of a bushfire	DFES	Shire of Katanning Western Power Water Corporation Local Residents	A Total Fire Ban (TFB) is declared because of extreme weather conditions or when current operational commitments have reduced statewide resources / capabilities. A TFB is declared by DFES following consultation with the LG.
4	Harvest and Vehicle Movement Bans	Restricting the movement of vehicles during harvesting in the Bushfire Season.	Shire of Katanning	Shire of Katanning Western Power Local Residents	A Harvest and Vehicle Movement Ban may be imposed for any length of time but is generally imposed for the 'heat of the day' periods and may be extended or revoked by the local government should weather conditions change.
5	Townsite UCL/UMR land management	Preparedness, mitigation work conducted on lands owned by Department of Planning, Lands and Heritage (DPLH) and managed by DFES.	DFES	Bushfire Brigades DPLH	Annual funding is allocated to UCL/UMR land within gazetted boundary with priorities identified in consultation with stakeholders and managed through DFES.
6	Rural UCL/UMR land management	DBCA's indicative burn program, conduct mulching and other mechanical treatments to reduce fuel load or provide	DBCA		Plans can be accessed via the DBCA website.

Action or activity Control	description	Lead agency	Other stakeholder(s)	Notes and comments
	fire access.			
7	Shire land management	Shire of Katanning	Katanning Bushfire Brigades	Fuel reduction program on all SoK reserves. This includes access track installation and maintenance, weed reduction (slashing, spraying), vegetation thinning and removal and prescribed burning.
8	State planning framework and local planning schemes	Shire of Katanning DPLH	WAPC Landowners	State planning framework and local planning schemes, implementation of appropriate subdivision and building standards in line with DFES, WAPC and Building Commission policies, guidelines and standards
9	State-wide arson prevention programs	DFES WAPOL	Shire of Katanning General Public	Participation as required. The Shire participates in campaigns for arson prevention. The LG assists in the promotion of Arson prevention campaigns
10	Public School Bushfire Management	Dept of Education	DFES Shire of Katanning	This plan was developed in accordance with the Emergency and Critical Incident Management Policy

## Appendix B – Communication Plan

This Communication Plan supports the development, implementation and review of the Shire of Katanning Bushfire Risk Management (BRM) Plan. It should document the:

- Communication objectives.
- Roles and responsibilities.
- Key stakeholders engaged in the development of the BRM Plan and Treatment Schedule.
- The implementation and review of the BRM Plan including: target audiences and key messages at each project stage; communication risks and strategies for their management; and communication monitoring and evaluation procedures.

### Communication objectives

The communication objectives for the development, implementation and review of the BRM Plan for the Shire of Katanning are as follows:

1. Key stakeholders understand the purpose of the BRM Plan and their role in the BRM planning process.
2. Stakeholders who are essential to the BRM planning process, or can supply required information, are identified and engaged in a timely and effective manner.
3. Relevant stakeholders are involved in decisions regarding risk acceptability and treatment.
4. Key stakeholders engage in the review of the BRM Plan as per the schedule in place for the local government.
5. The community and other stakeholders engage with the BRM planning process and as a result are better informed about bushfire risk and understand their responsibilities to address bushfire risk on their own land.

### Roles and responsibilities

Shire of Katanning is responsible for the development, implementation and review of the Communication Plan. Key stakeholders support the local government by participating the Communication Plan as appropriate. An overview of communication roles and responsibilities follows:

- CEO Shire of Katanning is responsible for requesting OBRM endorse the BRM Plan.
- Community Emergency Services Manager for Shire of Katanning is responsible for communication of the BRM Plan to the community.



- Community Emergency Services Manager for Shire of Katanning is responsible for communication between the Shire and the Department of Fire and Emergency Services.

### Key Stakeholders for Communication

The following table identifies key stakeholders in BRM planning process, its implementation and review. These are stakeholders that are identified as having a significant role or interest in the planning process or are likely to be significantly impacted by the outcomes.

Stakeholder	Role or interest	Level of impact of outcomes	Level of engagement
Shire of Katanning (Inc BFB, BFAC & LEMC)	<ul style="list-style-type: none"> <li>• Asset owner &amp; vested Reserves</li> <li>• Bushfire Risk Management Plan Custodian</li> <li>• Responsible for development, implementation and review of treatments as a proprietor and land manager.</li> </ul>	High	Inform, Educate, Collaborate, Empower
Local Governments bordering the Shire of Katanning	<ul style="list-style-type: none"> <li>• Shared Experience</li> </ul>	Low	Inform
Department of Fire and Emergency Services (Inc Brigades, OBRM & BMB)	<ul style="list-style-type: none"> <li>• Asset Owner &amp; Land Manager</li> <li>• Bushfire Risk Management Plan Governance and Advice</li> <li>• Support role in treatment implementation</li> <li>• Responsible for development, implementation and review of treatments as a Land Manager.</li> </ul>	High	Inform, consult, involve, collaborate
Department of Biodiversity, Conservation and Attractions	<ul style="list-style-type: none"> <li>• Vested Reserves &amp; Land Manager</li> <li>• Bushfire Risk Management Plan Consultation and Advice</li> <li>• Responsible for development, implementation and review of treatments as a Land Manager.</li> </ul>	High	Inform, consult, involve, collaborate
Department of Planning, Lands and Heritage	<ul style="list-style-type: none"> <li>• Vested Reserves</li> <li>• Land Management Governance and Advice</li> </ul>	Low	Inform & consult
Department of Water and Environmental Regulations	<ul style="list-style-type: none"> <li>• Land Management Governance and Advice</li> </ul>	Low	Inform & consult

Water Corporation	<ul style="list-style-type: none"> <li>Asset Owner, Vested Reserves &amp; Land Manager</li> <li>Bushfire Risk Management Plan Consultation and Advice</li> </ul>	Medium	Inform, consult, involve, collaborate
Main Roads	<ul style="list-style-type: none"> <li>Asset Owner, Vested Reserves &amp; Land Manager</li> <li>Bushfire Risk Management Plan Consultation and Advice</li> <li>Critical Infrastructure Owner</li> </ul>	Medium	Inform, consult, involve, collaborate
Western Power	<ul style="list-style-type: none"> <li>Asset Owner, Vested Reserves &amp; Land Manager</li> <li>Bushfire Risk Management Plan Consultation and Advice</li> <li>Critical Infrastructure Owner</li> </ul>	Medium	Inform, consult, involve, collaborate
Public Transport Authority	<ul style="list-style-type: none"> <li>Asset Owner, Vested Reserves &amp; Land Manager</li> </ul>	Medium	Inform, consult, involve, collaborate
Catholic Education Western Australia	<ul style="list-style-type: none"> <li>Asset Owner, Land Manager</li> </ul>	Low	Inform, consult, involve, collaborate, empower
Telstra	<ul style="list-style-type: none"> <li>Asset Owner, Land Manager</li> </ul>	Medium	Inform & consult
Asset Owners, Business Owners, Private Land Owners & Katanning Community	<ul style="list-style-type: none"> <li>Asset Owner, Land Manager</li> </ul>	High	Inform, consult, involve, collaborate, empower

## Contact Information for Key Stakeholders

In the context of BRM planning, this table provides contact details for key stakeholders who have a significant role in planning, implementation, and review, or who will be greatly affected by the outcomes.

Stakeholder	Point of Contact/Position	Contact Email	Contact Number
CBH	Timothy Roberts Lead - Planning and Approvals	<a href="mailto:Timothy.Roberts@cbh.com.au">Timothy.Roberts@cbh.com.au</a>	(08) 9216 6061
Department of Biodiversity, Conservation & Attractions	Mitch Davies Regional Operations Manager	<a href="mailto:mitchell.davies@dbca.wa.gov.au">mitchell.davies@dbca.wa.gov.au</a>	0427 193 556
Forest Products Commission	Albany Office	<a href="mailto:info@fpc.wa.gov.au">info@fpc.wa.gov.au</a>	98 455630
Main Roads	Cameron Linton Vegetation Manager – Great Southern Region	<a href="mailto:cameron.linton@mainroads.wa.gov.au">cameron.linton@mainroads.wa.gov.au</a>	0467 784 037
Public Transport Authorities	Mudji Nielsen Land & Property Administrator	<a href="mailto:mudjijono.nielsen@pta.wa.gov.au">mudjijono.nielsen@pta.wa.gov.au</a>	0477 927 461
Telstra	Andy Boutell Emergency Services Liaison Officer	<a href="mailto:andrew.boutell@team.telstra.com">andrew.boutell@team.telstra.com</a>	N/A
Water Corporation	Natalie Nazzari Senior Advisor Customer and Stakeholder - Great Southern Region	<a href="mailto:Natalie.Nazzari@watercorporation.com.au">Natalie.Nazzari@watercorporation.com.au</a>	0436 933 609
Western Power		No email contact available	13 10 87 or 13 13 51

## Communications log

This Communications log captures the communications with key internal and external stakeholders that occurred during the development of the BRM Plan and associated Treatment Schedule, recording any significant conversations, community engagement events, emails, meetings, presentations, workshops and other communication initiatives.

### Development of the BRM Plan

Timing of Communication	Stakeholders	Purpose	Summary	Communication Method	Lesson Identified	Follow up
When did this communication occur?	Who was the stakeholder or target audience?	What was the purpose of the communication?	What topics were discussed?	What communication method did you use?	Were there any issues or lessons identified?	Was there any follow up required?
Oct 2022 - Current	DFES/OBRM/BRMB	BRMP Development	Development of BRMP	Email/Teams Meetings/Phone call	N/A	Ongoing for support and advice
Oct 2022 - Current	Shire of Katanning (inc BFB/BFAC)	BRMP Development	Development of BRMP	Email/Teams Meetings/In person Meetings/Phone call	N/A	Ongoing for support, feedback and advice
Jan 2023	Mainroads	Identify point of communication	Contribution to BF risk within SoKA	Email	N/A	Yearly follow up
Mar 2023	Dept of Biodiversity, Conservation and Attractions	Identify point of communication	Contribution to BF risk within SoKA	Email Phone call In person Meeting	N/A	Yearly follow up
Dec 2022	Forest Product Commission	Identify point of communication	Contribution to BF risk within SoKA	Email Phone call	N/A	Yearly follow up
Jan 2023	Water Corporation	Identify point of communication	Contribution to BF risk within SoKA	Email	N/A	Yearly follow up
Jan 2023	Western Power	Identify point of communication	Contribution to BF risk within SoKa	Email	N/A	Yearly follow up

March 2026	Shire of Katanning	Review of current BRMP	Changes and Updates to current BRMP	Email	Yes, current Plan is very difficult to update due to the way it was cut and pasted together.	Yearly follow up
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### Communication Plan

This Communication Plan outlines the key communication initiatives that will be undertaken during the implementation of the BRM Plan.

Timing of Communication	Stake Holders	Communication Objective	Communication Method	Key Message	Responsibility	Identify Risks	Risk Management	Monitor and Evaluate
Life of the Plan	DFES OBRM/BRMB	All	Emails Teams Meetings Phone call	Inform Consult Progress	CEO or Delegate	<ul style="list-style-type: none"> <li>Time constraints.</li> <li>No clear message.</li> <li>Incorrect audience.</li> <li>Conflicting priorities.</li> </ul>	<ul style="list-style-type: none"> <li>Careful planning.</li> <li>Time management.</li> </ul>	Feedback, question and level of support received.
Life of Plan	Shire of Katanning (BFB and BFAC)	All	Email, In person meetings. Phone call	Inform, Consult, Progress.	CEO or Delegate	<ul style="list-style-type: none"> <li>Time constraints.</li> <li>Availability.</li> <li>Lack of understanding.</li> <li>Budget</li> <li>Resources</li> <li>Stakeholder willingness to participate.</li> </ul>	<ul style="list-style-type: none"> <li>Preparation</li> <li>Time management.</li> <li>Clarity and understanding and intension of plan.</li> </ul>	Feedback, question and level of support received.
Life of Plan	Other significant stakeholders		Email In person meeting. Phone call. Community Engagement.	Inform, Consult, Progress	CEO or Delegate	<ul style="list-style-type: none"> <li>Time constraints</li> <li>Availability</li> <li>Lack of understanding</li> <li>Resources</li> <li>Stakeholder willingness to participate</li> </ul>	<ul style="list-style-type: none"> <li>Preparation</li> <li>Time management</li> <li>Clarity misunderstanding and intensions of plan</li> </ul>	Feedback, questions and level of support received.



**Appendix C – Annual review checklist**

**Correspondence**

- Cover letter from local government Chief Executive Officer or delegate to Director OBRM with this form completed and attached.

**Bushfire Risk Management Plan**

Chapter 1	<input type="checkbox"/>	BRM Plan objectives are still relevant.
	<input type="checkbox"/>	Content of 'Local government and community context' reflects current bushfire risk to community and local economy.
Chapter 3	<input type="checkbox"/>	Content of 'Environmental and bushfire context' reflects current factors of bushfire hazard and describes environmental values within local government area.
Chapter 4-7	<input type="checkbox"/>	Figures and tables have been updated to reflect current data in Bushfire Risk Management System (BRMS).
Chapter 6	<input type="checkbox"/>	Treatment Strategy informed by community values and local strategic priorities.
Appendix A	<input type="checkbox"/>	Local government wide controls includes current non-asset specific treatment programs in local government area.
Appendix B	<input type="checkbox"/>	Communication Plan has been updated to include planned stakeholder engagement and communication activities for the next planning period.

**Bushfire Risk Management System**

- Significant assets are accurately mapped in BRMS.
- Risk assessment data is current and accurate.
- Post treatment risk assessments have been completed.
- The Treatment Schedule includes planned treatments for at least the next 12 months.







Shire of  
**Katanning**

Heart of the Great Southern

# **FIRE MANAGEMENT REQUIREMENTS 2026 – 2027**



## **Please retain this document for your reference FIRST AND FINAL NOTICE**

To all owners and occupiers of land in the Shire of Katanning. This document constitutes the Shire of Katanning Fire Management Requirements (Bush Fire Notice) pursuant to Section 33 of the Bush Fires Act 1954 you are hereby required, on all land owned or occupied by you, as a measure for preventing the spread and extension of a bush fire, to plough, cultivate, scarify, burn, chemically spray or otherwise clear upon the lands Fire Access tracks (fire breaks) in such manner as set out in this notice.



**HELP STOP ARSON**  
Report suspicious activity  
to Crime Stoppers on  
**1800 333 000**

By order of the Council  
Peter Klein  
Chief Executive Officer

# DEFINITIONS

**For the purpose of this Notice the following definitions apply:**

**Flammable Material:** Material that can be easily ignited, (i.e. - dead or dry grass and crops, leaves, timber, boxes, cartons, paper, plastic and other material or things deemed by an authorised officer to be capable of combustion) but does not include green growing trees, growing bushes or garden plants.

**CBFCO:** Shall mean the Chief Bush Fire Control Officer as appointed by the Shire of Katanning.

**DCBFCO:** Shall mean the Deputy Chief Bush Fire Control Officer as appointed by the Shire of Katanning.

**BFCO:** Shall mean the Bush Fire Control Officer as appointed by the Shire of Katanning.

**DBFCO:** Shall mean the Deputy Bush Fire Control Officer as appointed by the Shire of Katanning.

**CESM:** Shall mean the Community Emergency Services Manager Authorised Officer as appointed by the Shire of Katanning.

**RANGER SERVICES:** Shall mean the Authorised Officer appointed by the Shire of Katanning.

**Total Fire Bans (TFB):** Total Fire Bans are the bans imposed by the Minister for Emergency Services or his/her representative on days of extreme or catastrophic fire hazards.

**Burning of Garden Refuse:** Means lighting or use of a fire in the open air for the purpose of destroying garden refuse. One cubic metre or less, is referred to as a garden refuse.

**Fire & Rescue District:** The area covering the Katanning town site. Fire & Rescue Services are responsible for all fires within this gazette district. The Shire of Katanning is directly responsible for the issuing of Fire Permits.

**Fire Break:** Where referred to anywhere in this notice means an area of land which must be kept and maintained void of all trees, bushes and grasses (living or dead) for the whole of the compliance period.

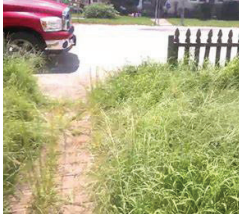
**Risk Mitigation Measures:** Efforts taken to reduce either the probability or consequence of a threat.

**Shire Officer:** As appointed by Council under Section 38 of the Bushfires Act 1954 being the CESM, CBFCO, DCBFCO, BFCO and Ranger.

**PPC:** Personal Protective Clothing.

**PPE:** Personal Protective Equipment e.g. gloves and goggles.

# COMPLIANCE WITH THIS NOTICE IS REQUIRED BY 1 NOVEMBER EACH YEAR AND IS TO BE MAINTAINED UNTIL 30 APRIL EACH YEAR OR AS OTHERWISE GAZETTED



**Non – compliance**



**Complying**



**Compliant**

Take notice, that pursuant to section 33(4) of the Bush Fires Act, where the owner or occupier of land who has received this Notice fails or neglects to comply with the requisitions of the Notice within the time specified, the Shire of Katanning may, by its officers, vehicles and machinery as the officers deem fit, enter upon the land and carry out the requisitions of the Notice which have not been complied with and pursuant to section 33(5) of the Bush Fires Act, the amount of costs and expenses incurred may be recovered from you as the owner or occupier of the land. The penalty for failing to comply with this notice is a fine not exceeding \$5000 and the person in default is also liable, whether prosecuted or not, to pay the costs of performing the work directed in this Notice if it is not carried out by the owner or occupier by the date required by this Notice. If the requirements of this Notice are carried out by burning, such burning must be in accordance with the relevant provisions of the Bush Fires Act.

It is not necessary for council to notify property owners or give prior warning that legal action may proceed for failing to comply with the requirements of this notice.

**Please contact the Shire Office for a list of Contractors for the area who have registered their business with the Shire.**

# SUBURBAN AND RESIDENTIAL BLOCKS

## **RESIDENTIAL LOT CLEARING:**

If the area of the land is 2023m<sup>2</sup> (approximately ½ acre) or less, remove flammable material on the land except living standing trees from the whole of the land by **1 November 2026** by one of the following methods and with all other associated conditions mentioned above to apply: ploughing, cultivating, scarifying, chemical spraying, mowing, burning or any other approved method. Mowed grass to be no higher than 100mm.

Where residential zoned land exceeds 2023m<sup>2</sup> (approximately ½ acre), in addition to the grass height above, a 2.5 metre wide firebreak immediately inside and along all external boundaries is required.

## **RURAL RESIDENTIAL, RURAL LAND, RURAL SMALL HOLDINGS, OUTSIDE THE TOWN BOUNDARY**

**Firebreaks shall** be installed on Rural Land at least 10 metres wide around the perimeter of any homestead building (excluding isolated non-flammable buildings), haystacks (within 100 metres of any building) or group of structures or installations and are to be cleared to the satisfaction of the Shire Officer. In addition, you may be required to carry out further works which may be deemed necessary by the Shire Officer and specified by way of a separate written notice forwarded to the address as shown on the Shire of Katanning rate records for the land. In some instances naturally occurring features such as rocky outcrops, natural water courses or landscaping such as reticulated gardens, lawns or driveways may be an acceptable substitute for cleared firebreaks. This option must first be discussed with and approved by the Shire Officer.

All properties within the **Moojebing Heights** subdivision are to ensure compliance with the additional requirements of the Fire Management Plan dated April 2008.

*For all other lands in the Shire, the Local Government will determine individual fire control requirements by means of the Bush Fire Risk Management Plan 2024-2026 V1.1*

## RURAL RESIDENTIAL AND RURAL LAND AND RURAL SMALL HOLDINGS WITHIN KATANNING AND PINWERENING TOWNSITES

Must have a 2.5 metre wide firebreak immediately inside along all external boundaries. Grass to be no higher than 100mm. Living standing trees, remnant vegetation, maintained gardens and natural bush are exempt. Where multiple blocks of land are grouped together, a perimeter 2.5 metre firebreak encompassing all land is required.

All properties within the Illareen Subdivision are to comply with this standard and the additional requirements of the Illareen Fire Management Plan dated 2019 Version 1.1.

All firebreaks as designated above must be prepared on or before **1 November 2026** or within 14 days of becoming the owner or occupier should this be after that date and maintained clear of flammable material up to and including 30 April 2027.

If the requirements of this notice are carried out by burning, such burning must be in accordance with the relevant provisions of the Bush Fires Act.

**The Penalty for failing to comply** with this notice will be in accordance with the Bushfires Act 1954, and a person in default is also liable, whether prosecuted or not, to pay the costs of performing the work directed in this notice if it is not carried out by the owner and/or occupier by the date required by this notice.

### **STANDALONE POWER SUPPLY**

All standalone power supplies (including private units) require a 2.5 metre wide fire break immediately outside the compound, this is to reduce fire impacting the site as well as limiting fire spread from the site to adjacent areas.

### **BURNING OF BUSH AND GRASS ON ANY LAND**

Burning of bush and grass is totally prohibited between 1 November and 14 February inclusive (Prohibited Burning Period). Permits are required between 1 October inclusive and 31 October inclusive and between 15 February and 30 April inclusive (Restricted Burning Periods).

### **PERMITS TO BURN**

Under the Bush Fires Act 1954, it is an offence to light fires during the Prohibited and Restricted Burning Times, except in certain circumstances. All burning during the Restricted Burning Period requires a Permit.

## SUBURBAN AND RESIDENTIAL BLOCKS

# WHEN TO OBTAIN A PERMIT

<b>RESTRICTED</b>	<b>PROHIBITED</b>	<b>RESTRICTED</b>
<b>PERMIT REQUIRED</b>	<b>NO BURNING</b>	<b>PERMIT REQUIRED</b>
1 October to 31 October	1 November to 14 February	15 February to 30 April

1. All burning between 1 October and 31 October inclusive and 15 February and 30 April inclusive (Restricted Burning Period).
2. For carrying out **protective burning** around dwellings and buildings pursuant to Section 23 of the Bush Fires Act to the 15 November inclusive.
3. Sunday burning is discouraged.

**These times may be varied by the Shire of Katanning depending on seasonal conditions. Changes will be published in local papers and on the Shire of Katanning Facebook Page and Website.**

Before obtaining a **Permit** the following points need to be addressed:

What size is the burn area?

What is the location of the burn?

What are you burning?

Are there breaks in place around the burn area?

Notification to neighbours before burn commences.

## PERMITS TO BURN

Under the Bush Fires Act 1954, it is an offence to light fires during the Prohibited Time.

Permits may be obtained from the Local Volunteer Fire Control Officer for your area or the Shire of Katanning if the property is within the Fire & Rescue District.

**A FIRE CONTROL OFFICER HAS THE AUTHORITY UNDER THE BUSH FIRES ACT 1954 TO HALT ANY ACTIVITY OR OPERATION THAT THEY DEEM AS HAZARDOUS AND LIKELY TO START A FIRE.**

## **BURNING INFORMATION**

### **AGRICULTURAL BURNING**

**The following dates are when selected burning may commence under a Permit:**

Canola Windrows from 1 March

Cereal Windrows from 15 March

Chaff Heaps from 1 March

Stubble from 1 April

No timber to be burnt during the October restricted burning period.

Timber heaps burnt over winter are to be pushed out before the Prohibited Burning Period.

### **FIRE ATTENDANCE**

**All Brigade members attending a fire must check the following:**

- CH5 UHF
- That adequate PPC and PPE is worn
- That any slip-on unit is bolted securely to the tray of the vehicle
- That the Incident Controller for the fire is aware of your presence at the fire
- That All Work Health and Safety procedures are followed.

### **TRAILER MOUNTED FIRE UNITS AND CHASER BINS WITH FIRE UNITS**

For safety reasons they are not acceptable as your only or primary fire unit.  
**Therefore are not to be taken to a fire incident.**

## **HARVEST AND VEHICLE MOVEMENT BANS**

The Shire of Katanning may impose a Vehicle Movement and/or Harvest Ban due to dangerous fire weather conditions, if there are bush fires already burning or if resources are limited. When imposed, any operation of machinery involved in harvesting crops, or other produce MUST come to a stop.

**ANY BAN WILL BE COMMUNICATED VIA ABC LOCAL RADIO, SMS, WHATSAPP AND THE BUSH FIRE BRIGADES RADIO NETWORK**

Farmers and personnel from relevant industries may subscribe to the Shire of Katanning SMS Service for the communication of Harvest and Vehicle Movement Ban information. Some activities may continue during a Harvest and Vehicle Movement Ban at sites approved by and registered with the Shire. For more information, please contact the Shire of Katanning or your local FCO.

### **REGISTRATION FOR SMS NOTIFICATION OF HARVEST & MOVEMENT BANS**

Telephone your name, organisation and mobile number to the Shire of Katanning, 08 9821 9999.

### **Regulation 38A – Harvesting, Swathing/Baling of Stubble, Track Chaining and any works to do with the Stubble Pasture Management during the Restricted and Prohibited Burning Period:**

**Conditions:** A person shall not operate or suffer the operation of a grain harvesting machine, or any machine used for swathing, baling or slashing of stubble, track chaining, and any works to do with the Stubble Pasture Management during the Restricted Burning Period and Prohibited Burning Period on any land within the Shire of Katanning except in accordance with the following specified condition:

**Specified condition:** No person shall operate machinery as stated above on any land unless a mobile and operational firefighting unit, having a water capacity of at least 500 litres, is situated in or immediately adjacent to the paddock where harvesting operations are being conducted.

**Penalties: An infringement of \$250.00. A penalty of up to \$5000.00.**

**The Recommended minimum standards for fire unit requirements are based on property size as follows:**

- (i) 50-1000ha - Light Duty Unit. One tonne utility either 2WD or 4WD. 500 litre water capacity.
- (ii) 1000 to 2500ha - Medium Duty Unit. Light truck either 2WD or 4WD. 2500 litre water capacity.
- (iii) 2500 + ha - Heavy Duty Unit. 6 tonne capacity truck, preferably diesel. 4000 litre water capacity.
- (iv) All units are to be fully operational and ready to go at all times during the Prohibited Burning Period.

# HAZARD REDUCTION PROGRAM

## **Autumn to Winter (May-August)**

- Tree pruning – remove lower branches, check that power lines are clear. Use a professional contractor.
- Reduce fuel levels around the house, clear long grass, leaves, twigs and flammable shrubs.
- Ensure petrol and other flammables are safely stored away from the main dwelling.
- Accommodation providers must make sure all guests are aware of emergency plan, including evacuation routes.

## **Spring (September – November)**

- Move wood piles and stack timber away from the main dwelling.
- Keep grass short.
- Install firebreaks in accordance with this Fire Management Requirements.

## **Summer (November – May)**

- Water lawns, trees and shrubs near buildings to keep green.
- Recheck fire-fighting equipment, screens, water supplies and that gutters remain clear.

## **Long Term precautions**

- Make sure that buildings are safe – fit wire screens and shutters, fill gaps into roof/wall spaces, fit fire screens to evaporative air conditioners and have them operable to provide a water supply.
- Give consideration to installing external building sprinkler systems and backup power for emergencies.
- Ensure that access to emergency water supplies has the correct fittings, is unobstructed and trafficable.
- Get basic training in fire-fighting by contacting the Shire of Katanning.

## **Hints for Burning:**

- Don't light a fire on a hot or windy day.
- Don't try to burn more than you can control.
- Inform your neighbours.
- Make sure smoke and sparks will not affect neighbour's washing or open windows.
- Cut or rake long grass around trees, buildings and fences before burning.
- Burn against wind.
- On a sloping block, burn from the top down.
- Have a hose or spray pack to dampen down fire intensity.
- Extinguish fire by midnight.

## **PRIVATE PROPERTY**

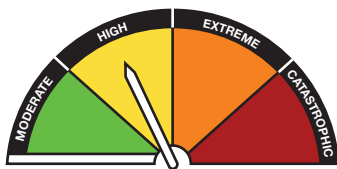
Wood and solid fuel barbecues shall only be used where they are enclosed and all flammable material in a 5m radius is cleared. Check the Fire Danger Rating for the day as this will determine if you can light a fire.

## **BBQs and Incinerators**

Gas and electric barbecues are permitted at any time. Solid fuel barbecues and incinerators are **prohibited on set days, please check.**

# FIRE DANGER RATING

The Australian Fire Danger Ratings (AFDRS) levels are:



**MODERATE**

Plan and prepare

**HIGH**

Be ready to act

**EXTREME**

Take action now to protect life and property

**CATASTROPHIC**

For your survival, leave bushfire risk areas

Name/Colour	Fire Behaviour Index Range	Suppression difficulty
<b>MODERATE</b> (Green)	12-23	Most bushfires in this category. Fires typically suppressed with direct, parallel or indirect attack.
<b>HIGH</b> (Yellow)	24-49	Initial attack success critical to prevent large fire development. Defensive suppression strategies.
<b>EXTREME</b> (Orange)	50-99	Defensive suppression strategies. High levels of threat to life/property. Safety of firefighters and community paramount.
<b>CATASTROPHIC</b> (Red)	100+	Unsafe for firefighters and community. Without initial attack success, likelihood of very large fire development is very high. High probability of loss of life and property.

## FIRE WEATHER DISTRICT STIRLING NORTH

- The Fire Danger Rating gives you advice about the level of bushfire threat on any given day. It is based on the forecast weather conditions.
- The higher the rating, the more likely people may die or be injured during a fire.
- Consider in your bushfire survival plan if your actions will change at different Fire Danger Rating categories.

### **TOTAL FIRE BAN**

**When a TFB is declared the lighting of any fire in the open air is prohibited. The ban includes all open fires for the purpose of cooking and camping.**

**A Total Fire Ban prohibits other activities, for further information please refer to the DFES Website.**

### **TOTAL FIRE BAN PENALTY**

**A fine of up to \$25,000 or imprisonment for 12 months or both.**

**You are responsible for your own  
FIRE PROTECTION**

### **THE BIGGEST PENALTY OF ALL**

**Standing in the wreckage of your home knowing the smouldering mess is **your** fault because **you** didn't take proper precautions.**

# BUSH FIRE BRIGADE CONTACT DETAILS

**COMMUNITY EMERGENCY SERVICE MANAGER #**  
**CESM: Mobile 0417 071 567**

**RANGER SERVICES: Mobile 0409 891 645**

**# Highlights Officers that are able to issue Permits to Burn**

## RURAL VOLUNTEER BUSHFIRE BRIGADES

<b>Chief Bush Fire Control Officer</b>	Tim Harris #	0428 580 678
<b>Deputy Chief Bushfire Control Officer</b>	Matthew Kitchen #	0427 976 960
	Greg Garlick #	0428 211 851
<b>Chief Fire Weather Officer</b>	Richard Marshall #	0429 904 130
<b>Deputy Fire Weather Officers</b>	Ben Kowald #	0424 528 520
	Tim Clegg #	0427 771 938
<b>Carrolup FCO</b>	Sheldon Kowald #	0427 211 167
<b>Deputy FCOs</b>	Jeremy Kowald #	0427 813 090
	Ian Coleman #	0429 955 778
	Alan Wilson	0427 772 142
	Chris Quartermaine	0427 214 553
	Ben Kowald #	0424 528 520
	Geoff Stade #	0428 211 551
<b>Central FCO</b>	Kim Kowald #	0438 337 708
<b>Deputy FCOs</b>	Alistair Dusting	0417 185 147
	Alan McFarland	0428 211 055
<b>Badgebup FCO</b>	Tyler Caldwell #	0428 235 004
<b>Deputy FCOs</b>	Luke Marshall #	0476 869 477
	Tim Clegg #	0427 771 938
	Richard Marshall #	0429 904 130
	Norman Flugge #	0427 984 446
	Hamish Thompson #	0417 851 433
<b>Merrebin FCO</b>	Mark Sullivan #	0427 227 094
<b>Deputy FCOs</b>	Ian Knapp #	0427 215 635
	Mathew Kerin #	0429 376 593
	Greg Garlick #	0428 211 851
	David Potter #	0439 903 825

## VOLUNTEER FIRE BRIGADES

<b>Katanning Fire &amp; Rescue (Town)</b>		
<b>Captain</b>	Chris Brooks	0409 873 797
<b>First Lieutenant</b>	Steve Brooks	0408 760 486

**For additional bush fire safety  
information, please visit**

**[www.emergency.wa.gov.au](http://www.emergency.wa.gov.au)**

**FIRE DANGER  
RATING**

**BUSH FIRE BRIGADE  
CONTACT DETAILS**

MAGNET



Shire of  
**Katanning**  
Heart of the Great Southern

**SHIRE OF KATANNING**  
52 Austral Tce  
KATANNING WA 6317  
Phone: 9821 9999

Web: [www.katanning.wa.gov.au](http://www.katanning.wa.gov.au)

Facebook: <https://www.facebook.com/ShireOfKatanning>

For incident information and bush fire safety information, please visit: [emergency.wa.gov.au](http://emergency.wa.gov.au)

Volunteers make up the Bush Fire Brigades in the Shire of Katanning. Help to provide a safer community by becoming an active member of your brigade. For more information, call your local brigade or the Shire of Katanning. Emergency Services in the Shire are also seeking volunteers for a range of support roles and we welcome your inquiry.

# Lease – A Portion of Lot 9000, Henry Street, Katanning

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Shire of Katanning

Ausgold Exploration Pty Ltd ACN 078 093 606



**McLEODS**  
Lawyers

Stirling Law Chambers | 220-222 Stirling Highway | CLAREMONT WA 6010  
Tel: (08) 9383 3133 | Fax: (08) 9383 4935  
Email: [mcleods@mcleods.com.au](mailto:mcleods@mcleods.com.au)  
Ref: DFN:MM:KATA-54817

# Copyright notice

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# Details

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## Parties

### **Shire of Katanning**

of PO Box 130, Katanning, Western Australia 6317  
(Lessor )

### **Ausgold Exploration Pty Ltd ACN 078 093 606**

of Level 1, 307-313 Murray Street, Perth, Western Australia 6000  
(Lessee)

## Background

- A The Lessor is the registered proprietor of the land described in **Item 1(a)** of the Schedule (**Land**).
- B The Lessee has requested that the Lessor grant it a lease of the Premises, and the Lessor has agreed subject to the terms and conditions of this agreement.

# Agreed terms

---

## 1. Grant of lease

### 1.1 Grant

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

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

### 1.2 Termination for convenience

- (a) The Lessee may terminate this Lease at any time during the Term, by giving not less than 12 months' notice to the Lessor. In the event of early termination, neither party shall have a claim against the other party.
- (b) Nothing in this clause 1.2 will limit the rights of the Lessor to make a claim against the Lessee in connection with the Lessee's default under this Lease.

## 2. Quiet enjoyment

Except as provided in this Lease, and subject to the performance and observance of the Lessee's Obligations, the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

## 3. Rent and other payments

### 3.1 Rent

The Lessee shall pay to the Lessor during the Term the Rent in the manner set out at **Item 5** of the Schedule and subject to review in accordance with **clause 4** from the Commencement Date clear of any deductions, set-off or abatement whatsoever otherwise than as provided in this Lease.

### 3.2 Outgoings

- (1) The Lessee shall pay to the Lessor or to such person as the Lessor may from time to time direct upon demand and punctually all the following outgoings or charges (if applicable), assessed or incurred in respect of the Premises:
  - (a) local government services, rates and other charges, including but not limited to rubbish collection charges and the emergency services levy;
  - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
  - (c) land tax on a single ownership basis; and
  - (d) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.

- (2) If the Premises is not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 3.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

### **3.3 Utilities**

Except to the extent that the Lessor has recovered the costs from the Lessee as part of the Outgoings under clause 1(d), the Lessee will pay all utilities (including electricity, gas, telephone consumption charges and any installation or connection costs) in respect of the Premises direct to the relevant service providers.

### **3.4 Interest**

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

### **3.5 Costs**

- (1) The Parties shall bear their own legal costs in relation to the preparation, drafting and execution of this Lease.
- (2) The Lessee shall pay to the Lessor on demand:
- (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease; and
  - (b) all registration fees in connection with this Lease.
- (3) The Lessee shall pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
- (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
  - (b) any breach of the Lessee's Obligations by the Lessee or the Lessee's Agents;
  - (c) the preparation and service of a notice under section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a court;
  - (d) any work done at the Lessee's request; and
  - (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 3.4** or any matter arising out of a breach of this Lease or a provision of this Lease which provides for the Lessee to pay any such costs.

### **3.6 Payment of Amounts Payable**

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

### **3.7 Accrual of amounts payable**

Amounts Payable accrue daily.

## 4. Rent Review

### 4.1 Rent to be reviewed

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

### 4.2 Methods of review

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

### 4.3 CPI review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 4.4(2)** below. A rent review may be based on the increase in CPI plus a stipulated percentage.

### 4.4 Market review

- (1) A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the parties and failing agreement, will be determined in accordance with the following provisions.
- (2) If agreement as to the current market rent for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the Land Valuers Licensing Act 1978, to be appointed by the Lessor.
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties. The parties will be entitled to make submissions to the Valuer.
- (4) In this **clause 4.4**, “current market rent” means the rent obtainable for the Premises in a free and open market if the Premises were vacant, unoccupied and offered for rental for the use for which the Premises are permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
  - (a) any improvements made or effected to the Premises by the Lessee; and
  - (b) any rent-free periods, discounts or other rental concessions.

### 4.5 Lessor's right to review

The Lessor may institute a rent review within 6 months after a specified Rent Review Date notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

## 5. Insurance

### 5.1 Insurance required

The Lessee must effect and keep current with a recognised and reputable insurer and noting the interest of the Lessor for its respective rights and interests:

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) adequate workers' compensation insurance in respect of all employees of the Lessee employed in, about or from the Premises; and
- (c) insurance to the full insurable value on a replacement or reinstatement value basis of any building, structure or other improvement on the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.

### 5.2 Details and receipts

In respect of the insurances required by **clause 5.1(a)** the Lessee must:

- (a) promptly pay all premiums and upon renewal of any insurance policy immediately forward to the Lessor copies of certificates of currency;
- (b) notify the Lessor immediately:
  - (i) when an event occurs which gives rise or might reasonably give rise to a claim under, or which could prejudice a policy of insurance; or
  - (ii) when a policy of insurance is cancelled.

### 5.3 Lessee May be Required to Pay Excess on Insurances

The Lessee agrees with the Lessor that the Lessee shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 5.1**.

### 5.4 Not to invalidate

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

- (a) render any insurance effected under **clause 5.1** on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development or approved use of the Premises may lead to an increased premium).

## 6. Indemnity

### 6.1 Lessee responsibilities

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

### 6.2 Indemnity

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

- (a) injury or damage of, or to, any kind of property or thing; and
- (b) the death of, or injury suffered by, any person,

directly caused or to the extent contributed to by:

- (c) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (d) any work carried out by or on behalf of the Lessee on the Premises;
- (e) the Lessee's activities, operations or business on, or other use of any kind by the Lessee or the Lessee's Agents of the Premises;
- (f) the presence of any contamination, pollution or environmental harm in, on or under the Premises or adjoining land directly caused or to the extent contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (g) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's Obligations or obligations under this Lease; or
- (h) an act or omission of the Lessee or the Lessee's Agents.

### 6.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 6.2** will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising because of an event which occurs before the expiration or earlier determination of this Lease.

### 6.4 No indemnity for Lessor's negligence, wrongful act or omission

The Parties agree that nothing in this **clause 6** shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of

a negligent or wrongful act or omission of the Lessor, or its officers, servants, agents, contractors or invitees.

## **6.5 Release**

(1) The Lessee:

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

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

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

## **6.6 Limitation on Lessee's indemnity**

(1) Subject to subclause (2), the Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of any loss directly caused or to the extent contributed to by any default by the Lessee or the Lessee's Agents in the due and punctual performance, observance and compliance with any of the Lessee's Obligations or obligations under this Lease.

(2) The Lessee's liability to indemnify the Lessor under subclause (1):

- (a) is subject to the Lessor taking all reasonable steps to mitigate such loss; and
- (b) will be limited proportionately to the extent that the loss is caused or contributed to by the Lessee or the Lessee's Agents.

## **7. Limit of Lessor's liability**

### **7.1 No liability for loss on Premises**

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring, except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its officers, servants, agents, contractors or invitees.

## **7.2 Limit on liability for breach of Lessor's Obligations**

The Lessor is only liable for breaches of the Lessor's Obligations set out in this Lease which occur while the Lessor is the registered proprietor of the Premises.

## **8. Lessee to undertake Development**

- (1) The Lessor acknowledges and agrees that the Lessee intends to undertake the Development on the Premises.
- (2) The Lessee covenants and agrees to obtain all necessary statutory approvals for the Development, including without limitation:
  - (a) a development approval for the Development from the responsible authority under the *Planning and Development Act 2005*;
  - (b) a building permit for the Development from the permit authority under the *Building Act 2011*; and
  - (c) an approval or permit from the Lessor in its capacity as the relevant authority if applicable.
- (3) The Development must be constructed in accordance with:
  - (a) a Site Plan to be provided by the Lessee;
  - (b) any statutory approval(s) obtained for the Development;
  - (c) the National Construction Code of Australia;
  - (d) any relevant Health legislation;
  - (e) any relevant engineering design standards; and

built in a safe and proper manner in accordance with all relevant law and best building practice prevailing at the time.

## **9. Maintenance, repair and cleaning**

### **9.1 General**

The Lessee agrees during the Term and for so long as the Lessee remains in possession or occupation of the Premises to keep the Premises, Infrastructure and Development in Good Repair.

### **9.2 Cleaning**

The Lessee must keep the Premises clean, tidy and free from rubbish.

### **9.3 Pest control**

The Lessee must keep the Premises free of any vermin, or any other recognised pests and the cost of extermination will be borne by the Lessee.

### **9.4 Responsibility for securing the Premises**

The Lessee must ensure the Premises, including the Lessee's fixtures and fittings (if any) and the Development, are appropriately secured at all times.

## **9.5 Acknowledgement of condition of Premises**

The Lessee acknowledges that it has inspected the Premises prior to the execution of this Lease and enters into this Lease with full knowledge of the state and condition of the Premises as at the Commencement Date.

## **9.6 No obligation on Lessor to repair or maintain**

- (1) The Lessee is wholly and solely responsible for the maintenance and repair of all buildings and improvements on the Premises, regardless of the cause of the need to repair or maintain, and regardless of the type of repair or maintenance required. The Lessor has no obligation whatsoever to repair or maintain any buildings or improvements on the Premises.
- (2) Any development proposed on the Premises during the Term shall be the responsibility of and carried out by (and at the cost of) the Lessee, subject to the Lessee having obtained all necessary statutory approvals.

# **10. Use**

## **10.1 Restrictions on use**

### **(1) Generally**

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

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

### **(2) No offensive or illegal acts**

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

### **(3) No nuisance**

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

### **(4) No dangerous substances**

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

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (c) the Lessor may within its absolute discretion refuse to allow the storage of any dangerous compound or substance on the Premises, except for any which is reasonably required for or reasonably related or ancillary to the Permitted Purpose; and

- (d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

**(5) No pollution or contamination**

The Lessee must do all things reasonably necessary to:

- (a) prevent pollution or contamination of the Premises including by garbage, refuse, waste matter, oil and other pollutants; and
- (b) remediate any pollution or contamination of the Premises arising from the use of the Premises by the Lessee or the Lessee's Agents to the reasonable satisfaction of the Lessor.

**10.2 Warranties**

The Lessor warrants that, to the best of its knowledge, it has not received any notice of a proposed taking of the Premises or excision of part of the Premises from the Land, or any requisition, notice, order or direction of any Minister of the Crown or any governmental or statutory authority in relation to the Premises.

**10.3 No warranty**

Except as provided for in **clause 10.2**, the Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

**10.4 Premises Subject to Restriction**

Subject to **clause 10.2**, the Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Land.

**11. Lessor's right of entry**

**11.1 Entry on Reasonable Notice**

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice, at all reasonable times, (subject to compliance with the Lessee's reasonable site protocols) with or without workmen and others and with or without plant, equipment, machinery and materials, for each of the following purposes:

- (a) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
- (b) to carry out any survey which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee and the Lessee's Agents;
- (c) to comply with the Lessor's Obligations or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
- (d) to do all matters or things reasonably required to rectify any breach by the Lessee of any term of this Lease (subject to the Lessor having provided the Lessee with prior written

Notice and a reasonable opportunity to rectify such breach), but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 11.1(d)** and is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

## 12. Statutory obligations and notices

### 12.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Lessee's use of the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises for the Permitted Purpose; and
- (c) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

### 12.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) the Lessee failing to perform, discharge or execute any of the items referred to in **clause 12.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 12.1**.

## 13. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any occurrence or circumstances on the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (b) all notices, orders and summonses received by the Lessee which affect the Premises and immediately deliver them to the Lessor.

## 14. Default

### 14.1 Events of Default

A default occurs if:

- (a) any Rent remains unpaid for 14 days after a written Notice has been given to the Lessee to rectify the breach;
- (b) the Lessee is in breach of any of the Lessee's Obligations other than the covenant to pay Rent for 28 days after written notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) the Lessee repudiates the Lease and fails to remedy or rectify the matters giving rise to the alleged repudiation within 14 days of written notice from the Lessee;

- (d) an application is made to a court for the Lessee to be wound up (and not stayed or dismissed within 28 days after being made);
- (e) the appointment of a controller under section 9 of the *Corporations Act 2001* of any of the Lessee's assets;
- (f) the Lessee is unable to pay all its debts when they become due, it fails to comply with a statutory demand under section 459F of the *Corporations Act 2001*, or it is deemed to be unable to pay its debts under section 585 of the *Corporations Act 2001*;
- (g) a liquidator, provisional liquidator, administrator, trustee in bankruptcy, receiver or receiver and manager or similar officer is appointed in respect of the Lessee;
- (h) a mortgagee takes possession of the property of the Lessee under this Lease; or
- (i) the Premises is vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for a consecutive six (6) month period;
- (j) a person other than the Lessee and the Lessee's Agents or a permitted sublessee or assignee is in occupation or possession of the Premises.

#### 14.2 Costs of Default Notice

The Lessee is liable for any legal costs incurred by the Lessor in respect of the Notices referred to in **clauses 14.1(a) and 14.1(b)**.

#### 14.3 Lessee Cure Program

- (a) Within 10 Business Days of the expiry of a Notice under **clause 14.1(b) or (c)**, or the occurrence of any of the events of default specified in **clause 14.1**, the Lessee must:
  - (i) if the event of default is capable of Cure, give the Lessor a program to Cure the event of default within a reasonable period such period to not exceed sixty (60) days or such longer period as the Lessor may agree (acting reasonably) having regard to the nature of the event of default and the Cure; or
  - (ii) if the event of default is not capable of Cure, give the Lessor a program to overcome the event of default or otherwise mitigate its impact within a reasonable period such period to not exceed sixty (60) days or such longer period as the Lessor may agree (acting reasonably) having regard to the nature of the event of default and the Cure,
 

(in each case a **Cure Program**).
- (b) The Lessor, acting reasonably, may require amendments to a Cure Program submitted by the Lessee.
- (c) The Lessee must comply with any Cure Program provided to the Lessor in accordance with **clause 14.3(a)** and (where applicable) as amended in accordance with **clause 14.3(b)**.

#### 14.4 Forfeiture

If:

- (a) any of the events of default specified in **clause 14.1** occurs; and
- (b) the Lessee fails:
  - (i) to give the Lessor a Cure Program in accordance with **clause 14.3(a)**; or

- (ii) to comply with a Cure Program in accordance with **clause 14.3(b)**,

the Lessor may:

- (c) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine; or
- (d) by Notice to the Lessee determine this Lease and from the date of giving such Notice this Lease will be absolutely determined; and
- (e) by Notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the Notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 16**,

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

#### **14.5 Lessor may remedy breach**

If the Lessee:

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

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

#### **14.6 Acceptance of Amount Payable by Lessor**

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

#### **14.7 Essential Terms**

Each of the Lessee's Obligations in **clauses 3** (Rent and Other Payments), **5** (Insurance), **6** (Indemnity), **8** (Lessee to Undertake Development), **10** (Use), **18** (Assignment, Subletting and Charging) and **21** (Goods and Services Tax), is an essential term of this Lease.

#### **14.8 Breach of Essential Terms**

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

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term;
- (c) the Lessee covenants with the Lessor that if the Term is determined:

- (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
- (ii) following the failure by the Lessee to comply with any Notice given to the Lessee to remedy any default,

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

- (d) the Lessee agrees that the covenant set out in **clause 14.8(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease; and
- (e) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms, but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

## 15. Option to renew

### 15.1 Further Terms

If the Lessee at least six (6) months, but not earlier than twelve (12) months, prior to the date for commencement of a Further Term gives to the Lessor a Notice to grant the Further Term and there is no subsisting default by the Lessee of which Notice has been given by the Lessor under **clause 14.1** and which has not been remedied or waived, at the date of service of the Notice in:

- (a) the payment of Amounts Payable; or
- (b) the performance or observance of the Lessee's Obligations,

then the Lessor shall grant to the Lessee a lease for the Further Term the subject of the notice at the Rent and on the same terms and conditions as this Lease other than the Commencement Date, this **clause 15** in respect of any Further Term previously taken or the subject of the present exercise and at the commencing rent determined in accordance with **clause 3** and otherwise on such other terms and conditions as may be reasonably required and agreed by the Lessor and the Lessee.

## 16. Holding over

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

## 17. Obligations on expiry or termination of Lease

### 17.1 Yield Up Premises and Infrastructure in Good Repair

Subject to **clause 17.4**, upon Termination, the Lessee must peaceably surrender and yield up to the Lessor the Premises clean and free of rubbish in a manner that is consistent with all the Lessee's Obligations having been fully complied with.

## 17.2 Remove Lessee's Property

Subject to **clause 17.4**, unless otherwise required by the Lessor in writing, prior to or within 90 days after Termination (or such longer period as the Lessor may reasonably agree) the Lessee must at its cost and to the Lessor's reasonable satisfaction:

- (a) remove all improvements, buildings, structures, fixtures and other property (including the Infrastructure and any gravel or other road base laid in car parking areas or internal roads) constructed or located above or below the ground on the Premises (**Lessee's Property**); and
- (b) following the removal of the Lessee's Property in accordance with paragraph (a), restore the Premises and surrounding area to a condition consistent with the condition of the Premises prior to the erection of the Lessee's Property at the Lessee's cost.

## 17.3 Failure to remove or restore

If the Lessee fails to comply with **clause 17.2** within 90 days of Termination (or such longer period as the Parties agree, both acting reasonably), the Lessor may at its option:

- (a) remove and dispose of the Lessee's Property and recover the reasonable costs of doing so from the Lessee as a liquidated debt payable on demand; and
- (b) restore the Premises and surrounding area to a condition consistent with the condition of the Premises prior to the erection of the Lessee's Property and recover the reasonable costs of doing so from the Lessee as a liquidated debt payable on demand.

## 17.4 Parties may agree that Lessee's Property to remain

- (1) The Lessor and the Lessee may agree in writing that the Lessee's Property (or any part thereof) remain on the Premises after Termination, in which case ownership of the Lessee's Property shall vest absolutely in the Lessor on such terms and conditions as are agreed.
- (2) The Parties acknowledge and agree that the Lessee's Property will be provided to the Lessor in a neat, tidy and functioning condition, having regard to the age and condition of the Lessee's Property.

## 17.5 Obligations to Survive Termination

The Lessee's obligation under this clause will survive Termination.

# 18. Assignment, Subletting and Charging

## 18.1 No assignment or sub-letting without consent

The rights in this Lease are personal to the Lessee, and Lessee may not transfer, assign, sublet, assign or otherwise part with possession or any way dispose of any of its rights or obligations under this Lease without the written consent of the Lessor, which consent shall not be unreasonably withheld, subject to the Lessee's compliance with **clause 18.3**.

## 18.2 Change in Ownership of Shares

If:

- (a) the Lessee is a company which is neither listed nor wholly owned by a company which is listed on the Australian Stock Exchange or other public stock exchange; and

- (b) there is a proposed change in the shareholding of the Lessee or its holding company so that a different person or group of persons will control the composition of the board of directors or more than 50% of the shares giving a right to vote at general meetings,
- (c) then this will be deemed to be a proposed assignment of this lease under clause 18.1 and the Lessee may not make that change unless it obtains the Lessor's prior approval and complies with this clause 18.

### 18.3 Requirements for assignment or subletting of Lease

If the Lessee wishes to assign this Lease or sublet the whole or part of the Premises the Lessee shall request the Lessor in writing to consent to an assignment or sublease of the Premises, and such consent shall not be unreasonably withheld, subject to:

- (a) the proposed assignee or sublessee being a respectable and financially sound person, experienced and having a good reputation in conducting a business permitted under the provisions of the Lease, which the Lessee must demonstrate to the Lessor's reasonable satisfaction, and the onus of proof shall be on the Lessee to the reasonable satisfaction of the Lessor;
- (b) the Lessee paying the Lessor's reasonable legal costs and expenses incurred in relation to the assignment or sublease, and all costs for stamping and registration of documents relating to the proposed assignment or sublease;
- (c) the Lessee paying all Rent and other moneys properly due and payable to the Lessor as at the date of assignment and remedying any existing notified and unremedied breach of the Lease; and
- (d) the Lessee complying with any condition of the assignment or sublease imposed by the Lessor that the proposed assignee or sublessee:
  - (i) enters into a deed to covenant to observe the terms and conditions of the Lease in such form as may be reasonably required by the Lessor; and/or
  - (ii) in the case of an assignment, provides reasonable security by way of bank guarantee or other form acceptable to the Lessor, acting reasonably.

### 18.4 Property Law Act 1969

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

### 18.5 No mortgage or charge without consent

- (a) Subject to clause 18.5(b) and (c), the Lessee must not mortgage nor charge the leasehold interest in the Premises without having obtained the prior written consent of the Lessor, which will not be unreasonably withheld.
- (b) The Lessor acknowledges that:
  - (i) the Lessee intends to obtain debt financing (**Financing**) from a bank or syndicate of banks, (**Financiers**) to, amongst other things, fund the Development;
  - (ii) as part of the Financing, the Lessee will be required to grant in favour of the Financiers (or a security trustee or agent on behalf of the Financiers) (**Security Holder**) a charge of its assets (including all of the rights, title, benefit and interest in this Lease (the **Security**); and
  - (iii) the Development is conditional on the Lessee obtaining a suitable financing package;

- (c) The Lessor:
- (i) consents to the granting of the Security in favour of the Security Holder; and
  - (ii) agrees that it will, upon request by the Lessee or the Security Holder enter into a deed between itself, the Security Holder and the Lessee (**Tripartite Deed**) on terms reasonably acceptable to the Lessee and the Security Holder and the Lessor under which the Lessor agrees (amongst other things) that:
    - (A) the Security Holder will have no liability under this Lease simply as a result of the execution of the Tripartite Deed or the granting of the Security;
    - (B) the Lessor will give the Security Holder notice of default under this Lease and will not purport to terminate this Lease without giving the Security Holder or its nominee the opportunity to cure such default; and
  - (iii) the Lessor will consent to an assignment of the Lease in the event that the Security Holder exercises its powers under the Security in connection with this Lease.

## 19. Disputes

### 19.1 Referral of Dispute: Phase 1

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

### 19.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 19.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the Parties between the CEO of the Lessor and the Managing Director of the Lessee for the purpose of resolving the dispute.

### 19.3 Appointment of Arbitrator / referral to court system: Phase 3

In the event the dispute is not resolved in accordance with **clause 19.2** of this Lease then the Parties may seek resolution of the dispute either by arbitration or the court system as they may agree, both acting reasonably. If the parties agree to refer the dispute for arbitration, then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

### 19.4 Payment of Amounts Payable for Phases 1 and 2

Each party must pay their own costs in relation to Phase 1 and Phase 2. If any money paid by a party is not required to be paid within the terms of the award of the arbitrator or by agreement between the Lessor and the Lessee then the other party will refund to the first party the monies overpaid

## 20. Caveat

### 20.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will not, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease, but the Lessee may lodge a subject to claim caveat.

### 20.2 Registration of lease

The parties:

- (a) agree this Lease will be registered on the certificate of title to the Land at Landgate, such registration to be at the cost of the Lessee; and
- (b) the Lessor will provide all reasonable assistance and provide or procure all necessary consents for this Lease to be so registered, including attending promptly to any requisition or other notice issued by Landgate that is within the party's power to address.

## 21. Goods and Services Tax

### 21.1 Definitions

The following definitions apply for the purpose of this clause:

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

### 21.2 Lessee to pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at **clause 21.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease

### 21.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 21.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the

Lessor.

#### **21.4 No Contribution from Lessor**

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

#### **21.5 Statement of GST paid is Conclusive**

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

#### **21.6 Tax Invoices**

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

#### **21.7 Reciprocity**

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

### **22. Consents**

#### **22.1 Western Australian Planning Commission's Consent**

If for any reason whatsoever this Lease requires the consent of the Western Australian Planning Commission or other consent under the *Planning and Development Act 2005*, then this Lease is made expressly subject to and conditional on the granting of that consent in accordance with the provisions of the *Planning and Development Act 2005*.

### **23. No Fetter**

The Lessee acknowledges and agrees:

- (a) the Lessor is a local government established by the *Local Government Act 1995* (WA);
- (b) in its capacity as a local government, the Lessor will be obliged to comply with statutory obligations imposed by law; and
- (c) no provision of this Lease may unlawfully restrict or otherwise fetter the discretion of the Lessor in the lawful exercise of any of its functions and powers as a local government (as distinct from being the lessor and a commercial participant in the terms and conditions of this Lease);

provided that this clause will not serve to relieve the Lessor from responsibility for performance of its obligations arising pursuant to this Lease, except to the extent necessary to avoid any unlawful restriction or fetter of the Lessor's discretion.

### **24. Additional Terms Covenants and Conditions**

Each of the terms, covenants and conditions (if any) specified in **Item 9** of the Schedule are part

of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

## 25. Commercial Tenancy Act

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

## 26. Acts by agents

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

## 27. Governing law

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

## 28. Statutory powers

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

## 29. Notice

### 29.1 Form of delivery

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

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

### 29.2 Service of notice

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

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 29.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in **clause 29.1(b)**, on the fifth Business Day following the date of posting of the Notice; and
- (d) if by email, when dispatched by email to an email address specified in **clause 29.1(c)** of this Lease unless the time of dispatch is not on a Business Day or after 5 pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day.

### 29.3 Signing of notice

A Notice to a Party may be signed:

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

### 29.4 Notice details

**Lessee:**

Attention: The Directors  
Postal address: Level 1, 307-313 Murray Street, Perth WA 6000  
Email: info@ausgoldlimited.com

**Lessor:**

Shire of Katanning  
Attention: Chief Executive Officer  
Postal address: PO Box 130, Katanning, WA, 6317  
Email: admin@katanning.wa.gov.au

## 30. Bank Guarantee

### 30.1 Bank Guarantee

Within seven (7) days of the date of signing of this Deed, the Lessee must give the Lessor an unconditional and irrevocable undertaking (**Bank Guarantee**) from a bank or financial institution authorised to carry on banking in Australia under the *Banking Act 1959* in the terms provided in **clauses 30.2 to 30.6**.

### 30.2 Purpose of the Guarantee

The Bank Guarantee will authorise the Lessor to draw on the money guaranteed:

- (a) if any Amounts Payable remain unpaid for fourteen (14) days after becoming due; or
- (b) to recover the cost to the Lessor of rectifying any breach of any of the Lessee's Obligations (other than the covenant to pay the Amounts Payable) which has not been rectified by the Lessee within twenty-eight (28) days of being notified of the breach.

### **30.3 Form of the Guarantee**

The Bank Guarantee must be in favour of the Lessor and in a form that is reasonably satisfactory to the Lessor.

### **30.4 Term of Guarantee**

The Bank Guarantee must be enforceable at all times for:

- (a) the period for which the Early Access Licence is in effect under clause 8(4);
- (b) the Term of the Lease;
- (c) any further term, extension or holding over; and
- (d) a period of three (3) months after termination of the Lease.

### **30.5 Amount of Bank Guarantee**

- (1) The amount of the Bank Guarantee shall be equal to the sum specified in **Item 9** of the Schedule.
- (2) The Lessee shall promptly replace any part of the Bank Guarantee that is called upon during the Term of the Guarantee pursuant to **clause 30.4**.

### **30.6 Review of Bank Guarantee**

The amount of the Bank Guarantee shall be reviewed on each Rent Review Date and where in the Lessor's reasonable opinion it is necessary increased by the same percentage at which the Rent increases for the Rent period commencing on that Rent Review Date.

### **30.7 Cost of Bank Guarantee**

Any costs associated with meeting this obligation will be paid by the Lessee.

## **31. Severance**

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

## **32. Variation**

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

## **33. Moratorium**

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

## **34. Further assurance**

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

## 35. Waiver

### 35.1 No general waiver

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

### 35.2 Partial exercise of right power or privilege

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

## 36. Definitions

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

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

**Authorised Person** means:

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

**Business Day** means a day other than a Saturday, Sunday or public holiday in Western Australia;

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

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

**Cure** means to cure or redress the relevant event, matter, thing or issue or overcome its consequences so that there ceases to be any continuing detrimental effect of that potential or actual event, matter, thing or issue or its consequences;

**Cure Program** has the meaning given in **clause 14.3(a)**;

**Development** means preparation of the site to make it fit for the Permitted Purpose including delivery of fencing as described in Item 10 of the Schedule;

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

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

**Good Repair** means good and substantial tenantable repair and in clean, good working order and condition, fair wear and tear excepted;

**Infrastructure** includes any works in, on or over the Premises servicing the Development for the provision or passage of electricity, water, sewerage, drainage or communications and includes roads within the Premises, and excludes all above ground structures not related to the provision of utilities;

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

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

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

**Lessee's Agents** includes:

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

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

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

**Month** or **month** means a calendar month;

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

**Outgoings** means any outgoing payable pursuant to **clause 3.2**;

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

**Premises** means that premises described in **Item 1** of the Schedule;

**Permitted Purpose** is described in **Item 7** of the Schedule;

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

**Rent Review Date** means a date identified in **Item 6** of the Schedule;

**Schedule** means the Schedule to this Lease;

**Site Plan** means the plans of the Development on the Premises;

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

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

## 37. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
  - (i) the singular includes the plural and vice versa; and
  - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;

- (c) a reference to:
  - (i) a natural person includes a body corporate or local government;
  - (ii) a body corporate or local government includes a natural person;
  - (iii) a professional body includes a successor to or substitute for that body;
  - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
  - (v) a statute, includes an ordinance, code, regulation, award, local or town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
  - (vi) a right includes a benefit, remedy, discretion, authority or power;
  - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
  - (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
    - (A) both express and implied provisions; and
    - (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
  - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions and emails;
  - (x) anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
  - (xi) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
  - (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
  - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally and may be enforced against any one or more of them.

# Schedule 1

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## Item 1 Land and Premises

### **Land**

Lot 9000 on Deposited Plan 411678, being the whole of the land in Certificate of Title Volume 2954 Folio 536 (**Lot 9000**).

### **Premises**

A portion of Lot 9000 comprising an area of 19,800 m<sup>2</sup>, identified as the 'Storage and Laydown Area' on the Location Plan annexed hereto as **Annexure 1**.

## Item 2 Term

Three (3) years commencing on 1 November 2026 and expiring on 31 October 2029.

## Item 3 Further Term

One (1) year commencing on 1 November 2029 and expiring on 31 October 2030.

## Item 4 Commencement Date

1 November 2026

## Item 5 Rent

\$10,000 per annum exclusive of GST, payable in advance in equal six-monthly instalments of \$5,000 exclusive of GST.

## Item 6 Rent Review Dates

### **CPI Review**

CPI Review on each anniversary of the Commencement Date, including the Further Term.

### **Further Term Market Review**

Not applicable.

## Item 7 Permitted Purpose

Temporary storage of materials, components and plant associated with the Lessee's construction and commissioning activities and purposes ancillary to these activities.

## Item 8 Public liability insurance

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

**Item 9      Bank Guarantee**

An amount equivalent to six (6) months Rent

**Item 10     Additional terms and covenants**

**Fencing**

The Lessee acknowledges and agrees that by 1 December 2026 it is required to;

- a) install a sheep proof fence around the perimeter of the site, and
- b) install a double gate entrance along the eastern boundary of the site to enable future access by agricultural machinery.

# Signing page

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**EXECUTED**

on the

day of

2025

**The COMMON SEAL of the SHIRE OF KATANNING** is affixed in the presence of -

\_\_\_\_\_  
Signature of Shire President

\_\_\_\_\_  
Full name of Shire President

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Full name of Chief Executive Officer

**Executed by AUSGOLD EXPLORATION PTY LTD ACN 078 093 606** in accordance with section 127 of the Corporations Act:

\_\_\_\_\_  
Signature of director

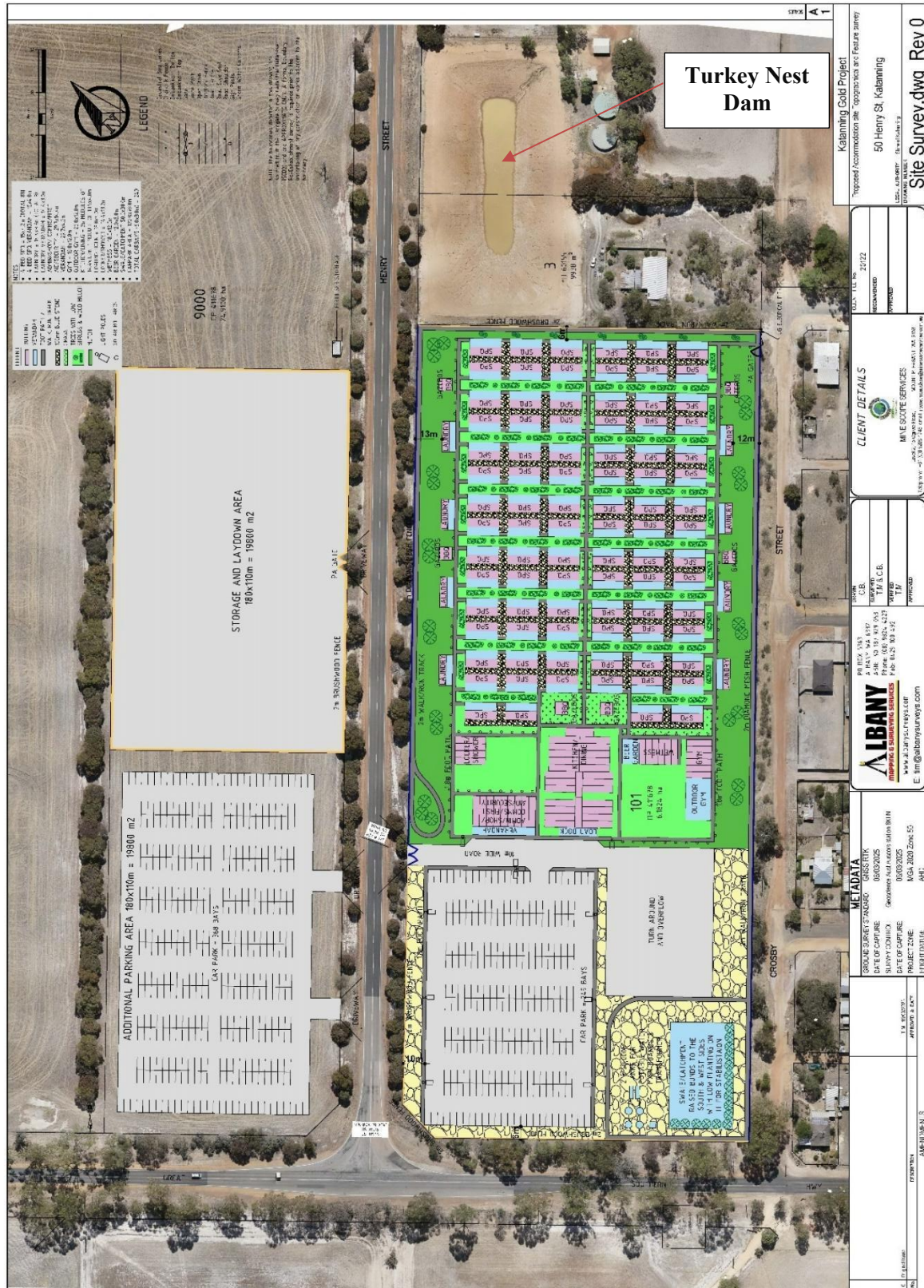
\_\_\_\_\_  
Signature of director/company secretary

\_\_\_\_\_  
Name of director (print)

\_\_\_\_\_  
Name of director/company secretary (print)

# Annexure 1 – Location of Premises

Location of Premises.



Lease – ~~ALot 101 Crosby~~  
~~Street and~~ Portion of Lot 9000,  
Henry Street, Katanning

---

Shire of Katanning

Ausgold Exploration Pty Ltd ACN 078 093 606



McLEODS

Lawyers

Stirling Law Chambers | 220-222 Stirling Highway | CLAREMONT WA 6010

Tel: (08) 9383 3133 | Fax: (08) 9383 4935

Email: [mcleods@mcleods.com.au](mailto:mcleods@mcleods.com.au)

Ref: DFN:MM:KATA-54817

# Copyright notice

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## Details

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### Parties

#### **Shire of Katanning**

of PO Box 130, Katanning, Western Australia 6317  
(Lessor )

#### **Ausgold Exploration Pty Ltd ACN 078 093 606**

of Level 1, 307-313 Murray Street, Perth, Western Australia 6000  
(Lessee)

### Background

- A The Lessor is the registered proprietor of the land described in **Item 1(a)** of the Schedule (**Land**).
- B The Lessee has requested that the Lessor grant it a lease of the Premises, and the Lessor has agreed subject to the terms and conditions of this agreement.

# Agreed terms

---

## 1. Grant of lease

### 1.1 Grant

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

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

### 1.2 Termination for convenience

- (a) The Lessee may terminate this Lease at any time during the Term, by giving not less than 12 months' notice to the Lessor. In the event of early termination, neither party shall have a claim against the other party.
- (b) Nothing in this clause 1.2 will limit the rights of the Lessor to make a claim against the Lessee in connection with the Lessee's default under this Lease.

## 2. Quiet enjoyment

Except as provided in this Lease, and subject to the performance and observance of the Lessee's Obligations, the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

## 3. Rent and other payments

### 3.1 Rent

The Lessee shall pay to the Lessor during the Term the Rent in the manner set out at **Item 5** of the Schedule and subject to review in accordance with **clause 4** from the Commencement Date clear of any deductions, set-off or abatement whatsoever otherwise than as provided in this Lease.

### 3.2 Outgoings

- (1) The Lessee shall pay to the Lessor or to such person as the Lessor may from time to time direct upon demand and punctually all the following outgoings or charges (if applicable), assessed or incurred in respect of the Premises:
  - (a) local government services, rates and other charges, including but not limited to rubbish collection charges and the emergency services levy;
  - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
  - (c) land tax on a single ownership basis; and
  - (d) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.

- (2) If the Premises is not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 3.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

### **3.3 Utilities**

Except to the extent that the Lessor has recovered the costs from the Lessee as part of the Outgoings under clause 1(d), the Lessee will pay all utilities (including electricity, gas, telephone consumption charges and any installation or connection costs) in respect of the Premises direct to the relevant service providers.

### **3.4 Interest**

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

### **3.5 Costs**

- (1) The Parties shall bear their own legal costs in relation to the preparation, drafting and execution of this Lease.
- (2) The Lessee shall pay to the Lessor on demand:
- (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease; and
  - (b) all registration fees in connection with this Lease.
- (3) The Lessee shall pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
- (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
  - (b) any breach of the Lessee's Obligations by the Lessee or the Lessee's Agents;
  - (c) the preparation and service of a notice under section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a court;
  - (d) any work done at the Lessee's request; and
  - (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 3.4** or any matter arising out of a breach of this Lease or a provision of this Lease which provides for the Lessee to pay any such costs.

### **3.6 Payment of Amounts Payable**

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

### **3.7 Accrual of amounts payable**

Amounts Payable accrue daily.

## 4. Rent Review

### 4.1 Rent to be reviewed

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

### 4.2 Methods of review

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

### 4.3 CPI review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 4.4(2)** below. A rent review may be based on the increase in CPI plus a stipulated percentage.

### 4.4 Market review

- (1) A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the parties and failing agreement, will be determined in accordance with the following provisions.
- (2) If agreement as to the current market rent for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the Land Valuers Licensing Act 1978, to be appointed by the Lessor.
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties. The parties will be entitled to make submissions to the Valuer.
- (4) In this **clause 4.4**, "current market rent" means the rent obtainable for the Premises in a free and open market if the Premises were vacant, unoccupied and offered for rental for the use for which the Premises are permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
  - (a) any improvements made or effected to the Premises by the Lessee; and
  - (b) any rent-free periods, discounts or other rental concessions.

### 4.5 Lessor's right to review

The Lessor may institute a rent review within 6 months after a specified Rent Review Date notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

## 5. Insurance

### 5.1 Insurance required

The Lessee must effect and keep current with a recognised and reputable insurer and noting the interest of the Lessor for its respective rights and interests:

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) adequate workers' compensation insurance in respect of all employees of the Lessee employed in, about or from the Premises; and
- (c) insurance to the full insurable value on a replacement or reinstatement value basis of any building, structure or other improvement on the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.

### 5.2 Details and receipts

In respect of the insurances required by **clause 5.1(a)** the Lessee must:

- (a) promptly pay all premiums and upon renewal of any insurance policy immediately forward to the Lessor copies of certificates of currency;
- (b) notify the Lessor immediately:
  - (i) when an event occurs which gives rise or might reasonably give rise to a claim under, or which could prejudice a policy of insurance; or
  - (ii) when a policy of insurance is cancelled.

### 5.3 Lessee May be Required to Pay Excess on Insurances

The Lessee agrees with the Lessor that the Lessee shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 5.1**.

### 5.4 Not to invalidate

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

- (a) render any insurance effected under **clause 5.1** on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development or approved use of the Premises may lead to an increased premium).

## 6. Indemnity

### 6.1 Lessee responsibilities

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

### 6.2 Indemnity

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

- (a) injury or damage of, or to, any kind of property or thing; and
- (b) the death of, or injury suffered by, any person,

directly caused or to the extent contributed to by:

- (c) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (d) any work carried out by or on behalf of the Lessee on the Premises;
- (e) the Lessee's activities, operations or business on, or other use of any kind by the Lessee or the Lessee's Agents of the Premises;
- (f) the presence of any contamination, pollution or environmental harm in, on or under the Premises or adjoining land directly caused or to the extent contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (g) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's obligations or obligations under this Lease; or
- (h) an act or omission of the Lessee or the Lessee's Agents.

### 6.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 6.2** will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising because of an event which occurs before the expiration or earlier determination of this Lease.

### 6.4 No indemnity for Lessor's negligence, wrongful act or omission

The Parties agree that nothing in this **clause 6** shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of

a negligent or wrongful act or omission of the Lessor, or its officers, servants, agents, contractors or invitees.

## **6.5 Release**

(1) The Lessee:

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

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

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

## **6.6 Limitation on Lessee's indemnity**

(1) Subject to subclause (2), the Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of any loss directly caused or to the extent contributed to by any default by the Lessee or the Lessee's Agents in the due and punctual performance, observance and compliance with any of the Lessee's Obligations or obligations under this Lease.

(2) The Lessee's liability to indemnify the Lessor under subclause (1):

- (a) is subject to the Lessor taking all reasonable steps to mitigate such loss; and
- (b) will be limited proportionately to the extent that the loss is caused or contributed to by the Lessee or the Lessee's Agents.

## **7. Limit of Lessor's liability**

### **7.1 No liability for loss on Premises**

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring, except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its officers, servants, agents, contractors or invitees.

## 7.2 Limit on liability for breach of Lessor's Obligations

The Lessor is only liable for breaches of the Lessor's Obligations set out in this Lease which occur while the Lessor is the registered proprietor of the Premises.

## 8. Lessee to undertake Development

- (1) The Lessor acknowledges and agrees that the Lessee intends to undertake the Development on the Premises.
- (2) The Lessee covenants and agrees to obtain all necessary statutory approvals for the Development, including without limitation:
  - (a) a development approval for the Development from the responsible authority under the *Planning and Development Act 2005*;
  - (b) a building permit for the Development from the permit authority under the *Building Act 2011*; and
  - (c) an approval or permit from the Lessor in its capacity as the relevant authority if applicable.
- (3) The Development must be constructed in accordance with:
  - (a) ~~the Site Plan to be provided, unless otherwise approved~~ by the Lessee;
  - (b) any statutory approval(s) obtained for the Development;
  - (c) the National Construction Code of Australia;
  - (d) any relevant Health legislation;
  - (e) any relevant engineering design standards; and

built in a safe and proper manner in accordance with all relevant law and best building practice prevailing at the time.

- ~~(4) On and from the date of signing of this deed by the Lessee, the Lessor grants to the Lessee, and the Lessee takes from the Lessor, a licence (Early Access Licence) to enter the Premises for the purpose of effecting the Development and conducting the Permitted Purpose on the same terms as this Lease so far as those terms apply for a licence rather than a lease and including the obligation to pay the Outgoings and any utility charges and obligations on expiry or termination of lease, but excluding the obligation to pay the Rent. The rights granted by this Early Access Licence are in contract only and do not create any tenancy or other interest in the Premises and are not assignable by the Lessee.~~
- ~~(5) The parties acknowledge and agree that if completion of the Development is delayed by events outside of the control of the Lessee acting reasonably, the Lessee may request an extension of the Completion Date by the same number of days, subject to the approval of the Lessor, which shall not unreasonably be withheld.~~
- ~~(6) The Lessee must complete the Development by the Completion Date.~~
- ~~(7) If the Lessee fails to complete the Development by the Completion Date, the Lease will terminate on the Completion Date, unless otherwise agreed by the Parties, both acting reasonably.~~

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## 9. Maintenance, repair and cleaning

### 9.1 General

The Lessee agrees during the Term and for so long as the Lessee remains in possession or occupation of the Premises to keep the Premises, Infrastructure and Development in Good Repair.

### 9.2 Cleaning

The Lessee must keep the Premises clean, tidy and free from rubbish.

### 9.3 Pest control

The Lessee must keep the Premises free of any vermin, or any other recognised pests and the cost of extermination will be borne by the Lessee.

### 9.4 Responsibility for securing the Premises

The Lessee must ensure the Premises, including the Lessee's fixtures and fittings (if any) and the Development, are appropriately secured at all times.

### 9.5 Acknowledgement of condition of Premises

The Lessee acknowledges that it has inspected the Premises prior to the execution of this Lease and enters into this Lease with full knowledge of the state and condition of the Premises as at the Commencement Date.

### 9.6 No obligation on Lessor to repair or maintain

- (1) The Lessee is wholly and solely responsible for the maintenance and repair of all buildings and improvements on the Premises, regardless of the cause of the need to repair or maintain, and regardless of the type of repair or maintenance required. The Lessor has no obligation whatsoever to repair or maintain any buildings or improvements on the Premises.
- (2) Any development proposed on the Premises during the Term shall be the responsibility of and carried out by (and at the cost of) the Lessee, subject to the Lessee having obtained all necessary statutory approvals.

## 10. Use

### 10.1 Restrictions on use

#### (1) Generally

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

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

#### (2) No offensive or illegal acts

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

(3) **No nuisance**

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

(4) **No dangerous substances**

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

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

(5) **No pollution or contamination**

The Lessee must do all things reasonably necessary to:

- (a) prevent pollution or contamination of the Premises including by garbage, refuse, waste matter, oil and other pollutants; and
- (b) remediate any pollution or contamination of the Premises arising from the use of the Premises by the Lessee or the Lessee's Agents to the reasonable satisfaction of the Lessor.

## 10.2 Warranties

The Lessor warrants that, to the best of its knowledge, it has not received any notice of a proposed taking of the Premises or excision of part of the Premises from the Land, or any requisition, notice, order or direction of any Minister of the Crown or any governmental or statutory authority in relation to the Premises.

## 10.3 No warranty

Except as provided for in **clause 10.2**, the Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

## 10.4 Premises Subject to Restriction

Subject to **clause 10.2**, the Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Land.

## 11. Lessor's right of entry

### 11.1 Entry on Reasonable Notice

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice, at all reasonable times, (subject to compliance with the Lessee's reasonable site protocols) with or without workmen and others and with or without plant, equipment, machinery and materials, for each of the following purposes:

- (a) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
- (b) to carry out any survey which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee and the Lessee's Agents;
- (c) to comply with the Lessor's Obligations or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
- (d) to do all matters or things reasonably required to rectify any breach by the Lessee of any term of this Lease (subject to the Lessor having provided the Lessee with prior written Notice and a reasonable opportunity to rectify such breach), but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 11.1(d)** and is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

### ~~11.2 Entry into Accommodation Rooms~~

~~In exercising its rights under clause 11.1, the Lessor:~~

- ~~(a) acknowledges that part of the Premises will be occupied by workers as their residential accommodation; and~~
- ~~(b) will provide to the Lessee reasonable prior notice of the Lessor's intention to enter an accommodation room, except in the case of an emergency.~~

## 12. Statutory obligations and notices

### 12.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Lessee's use of the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises for the Permitted Purpose; and
- (c) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

### 12.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) the Lessee failing to perform, discharge or execute any of the items referred to in **clause 12.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 12.1**.

### 13. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any occurrence or circumstances on the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (b) all notices, orders and summonses received by the Lessee which affect the Premises and immediately deliver them to the Lessor.

### 14. Default

#### 14.1 Events of Default

A default occurs if:

- (a) any Rent remains unpaid for 14 days after a written Notice has been given to the Lessee to rectify the breach;
- (b) the Lessee is in breach of any of the Lessee's Obligations other than the covenant to pay Rent for 28 days after written notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) the Lessee repudiates the Lease and fails to remedy or rectify the matters giving rise to the alleged repudiation within 14 days of written notice from the Lessee;
- (d) an application is made to a court for the Lessee to be wound up (and not stayed or dismissed within 28 days after being made);
- (e) the appointment of a controller under section 9 of the *Corporations Act 2001* of any of the Lessee's assets;
- (f) the Lessee is unable to pay all its debts when they become due, it fails to comply with a statutory demand under section 459F of the *Corporations Act 2001*, or it is deemed to be unable to pay its debts under section 585 of the *Corporations Act 2001*;
- (g) a liquidator, provisional liquidator, administrator, trustee in bankruptcy, receiver or receiver and manager or similar officer is appointed in respect of the Lessee;
- (h) a mortgagee takes possession of the property of the Lessee under this Lease; or
- (i) the Premises is vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for a consecutive six (6) month period;
- (j) a person other than the Lessee and the Lessee's Agents or a permitted sublessee or assignee is in occupation or possession of the Premises.

#### 14.2 Costs of Default Notice

The Lessee is liable for any legal costs incurred by the Lessor in respect of the Notices referred to in **clauses 14.1(a) and 14.1(b)**.

### 14.3 Lessee Cure Program

- (a) Within 10 Business Days of the expiry of a Notice under **clause 14.1(b)** or **(c)**, or the occurrence of any of the events of default specified in **clause 14.1**, the Lessee must:
- (i) if the event of default is capable of Cure, give the Lessor a program to Cure the event of default within a reasonable period such period to not exceed sixty (60) days or such longer period as the Lessor may agree (acting reasonably) having regard to the nature of the event of default and the Cure; or
  - (ii) if the event of default is not capable of Cure, give the Lessor a program to overcome the event of default or otherwise mitigate its impact within a reasonable period such period to not exceed sixty (60) days or such longer period as the Lessor may agree (acting reasonably) having regard to the nature of the event of default and the Cure,
- (in each case a **Cure Program**).
- (b) The Lessor, acting reasonably, may require amendments to a Cure Program submitted by the Lessee.
- (c) The Lessee must comply with any Cure Program provided to the Lessor in accordance with **clause 14.3(a)** and (where applicable) as amended in accordance with **clause 14.3(b)**.

### 14.4 Forfeiture

If:

- (a) any of the events of default specified in **clause 14.1** occurs; and
- (b) the Lessee fails:
  - (i) to give the Lessor a Cure Program in accordance with **clause 14.3(a)**; or
  - (ii) to comply with a Cure Program in accordance with **clause 14.3(b)**,

the Lessor may:

- (c) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine; or
- (d) by Notice to the Lessee determine this Lease and from the date of giving such Notice this Lease will be absolutely determined; and
- (e) by Notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the Notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 16**,

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

### 14.5 Lessor may remedy breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or

- (b) does or fails to do anything which constitutes a breach of the Lessee's Obligations,

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

#### 14.6 Acceptance of Amount Payable by Lessor

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

#### 14.7 Essential Terms

Each of the Lessee's Obligations in **clauses 3** (Rent and Other Payments), **5** (Insurance), **6** (Indemnity), **8** (Lessee to Undertake Development), **10** (Use), **18** (Assignment, Subletting and Charging) and **21** (Goods and Services Tax), is an essential term of this Lease.

#### 14.8 Breach of Essential Terms

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

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

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

- (d) the Lessee agrees that the covenant set out in **clause 14.8(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease; and
- (e) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms, but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

## 15. Option to renew

### 15.1 Further Terms

If the Lessee at least six (6) months, but not earlier than twelve (12) months, prior to the date for commencement of a Further Term gives to the Lessor a Notice to grant the Further Term and there is no subsisting default by the Lessee of which Notice has been given by the Lessor under **clause 14.1** and which has not been remedied or waived, at the date of service of the Notice in:

- (a) the payment of Amounts Payable; or
- (b) the performance or observance of the Lessee's Obligations,

then the Lessor shall grant to the Lessee a lease for the Further Term the subject of the notice at the Rent and on the same terms and conditions as this Lease other than the Commencement Date, this **clause 15** in respect of any Further Term previously taken or the subject of the present exercise and at the commencing rent determined in accordance with **clause 3** and otherwise on such other terms and conditions as may be reasonably required and agreed by the Lessor and the Lessee.

## 16. Holding over

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

## 17. Obligations on expiry or termination of Lease

### 17.1 Yield Up Premises and Infrastructure in Good Repair

Subject to **clause 17.4**, upon Termination, the Lessee must peaceably surrender and yield up to the Lessor the Premises clean and free of rubbish in a manner that is consistent with all the Lessee's Obligations having been fully complied with.

### 17.2 Remove Lessee's Property

Subject to **clause 17.4**, unless otherwise required by the Lessor in writing, prior to or within 90 days after Termination (or such longer period as the Lessor may reasonably agree) the Lessee must at its cost and to the Lessor's reasonable satisfaction:

- (a) remove all improvements, buildings, structures, fixtures and other property (including the Infrastructure and any gravel or other road base laid in car parking areas or internal roads) constructed or located above or below the ground on the Premises (**Lessee's Property**); and
- (b) following the removal of the Lessee's Property in accordance with paragraph (a), restore the Premises and surrounding area to a condition consistent with the condition of the Premises prior to the erection of the Lessee's Property at the Lessee's cost.

### 17.3 Failure to remove or restore

If the Lessee fails to comply with **clause 17.2** within 90 days of Termination (or such longer period as the Parties agree, both acting reasonably), the Lessor may at its option:

- (a) remove and dispose of the Lessee's Property and recover the reasonable costs of doing so from the Lessee as a liquidated debt payable on demand; and
- (b) restore the Premises and surrounding area to a condition consistent with the condition of the Premises prior to the erection of the Lessee's Property and recover the reasonable costs of doing so from the Lessee as a liquidated debt payable on demand.

#### **17.4 Parties may agree that Lessee's Property to remain**

- (1) The Lessor and the Lessee may agree in writing that the Lessee's Property (or any part thereof) remain on the Premises after Termination, in which case ownership of the Lessee's Property shall vest absolutely in the Lessor on such terms and conditions as are agreed.
- (2) The Parties acknowledge and agree that the Lessee's Property will be provided to the Lessor in a neat, tidy and functioning condition, having regard to the age and condition of the Lessee's Property.

#### **17.5 Obligations to Survive Termination**

The Lessee's obligation under this clause will survive Termination.

### **18. Assignment, Subletting and Charging**

#### **18.1 No assignment or sub-letting without consent**

The rights in this Lease are personal to the Lessee, and Lessee may not transfer, assign, sublet, assign or otherwise part with possession or any way dispose of any of its rights or obligations under this Lease without the written consent of the Lessor, which consent shall not be unreasonably withheld, subject to the Lessee's compliance with **clause 18.3**.

#### **18.2 Change in Ownership of Shares**

If:

- (a) the Lessee is a company which is neither listed nor wholly owned by a company which is listed on the Australian Stock Exchange or other public stock exchange; and
- (b) there is a proposed change in the shareholding of the Lessee or its holding company so that a different person or group of persons will control the composition of the board of directors or more than 50% of the shares giving a right to vote at general meetings,
- (c) then this will be deemed to be a proposed assignment of this lease under clause 18.1 and the Lessee may not make that change unless it obtains the Lessor's prior approval and complies with this clause 18.

#### **18.3 Requirements for assignment or subletting of Lease**

If the Lessee wishes to assign this Lease or sublet the whole or part of the Premises the Lessee shall request the Lessor in writing to consent to an assignment or sublease of the Premises, and such consent shall not be unreasonably withheld, subject to:

- (a) the proposed assignee or sublessee being a respectable and financially sound person, experienced and having a good reputation in conducting a business permitted under the provisions of the Lease, which the Lessee must demonstrate to the Lessor's reasonable satisfaction, and the onus of proof shall be on the Lessee to the reasonable satisfaction of the Lessor;

- (b) the Lessee paying the Lessor's reasonable legal costs and expenses incurred in relation to the assignment or sublease, and all costs for stamping and registration of documents relating to the proposed assignment or sublease;
- (c) the Lessee paying all Rent and other moneys properly due and payable to the Lessor as at the date of assignment and remedying any existing notified and unremedied breach of the Lease; and
- (d) the Lessee complying with any condition of the assignment or sublease imposed by the Lessor that the proposed assignee or sublessee:
  - (i) enters into a deed to covenant to observe the terms and conditions of the Lease in such form as may be reasonably required by the Lessor; and/or
  - (ii) in the case of an assignment, provides reasonable security by way of bank guarantee or other form acceptable to the Lessor, acting reasonably.

#### 18.4 Property Law Act 1969

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

#### 18.5 No mortgage or charge without consent

- (a) Subject to clause 18.5(b) and (c), the Lessee must not mortgage nor charge the leasehold interest in the Premises without having obtained the prior written consent of the Lessor, which will not be unreasonably withheld.
- (b) The Lessor acknowledges that:
  - (i) the Lessee intends to obtain debt financing (**Financing**) from a bank or syndicate of banks, (**Financiers**) to, amongst other things, fund the Development;
  - (ii) as part of the Financing, the Lessee will be required to grant in favour of the Financiers (or a security trustee or agent on behalf of the Financiers) (**Security Holder**) a charge of its assets (including all of the rights, title, benefit and interest in this Lease (the **Security**); and
  - (iii) the Development is conditional on the Lessee obtaining a suitable financing package;
- (c) The Lessor:
  - (i) consents to the granting of the Security in favour of the Security Holder; and
  - (ii) agrees that it will, upon request by the Lessee or the Security Holder enter into a deed between itself, the Security Holder and the Lessee (**Tripartite Deed**) on terms reasonably acceptable to the Lessee and the Security Holder and the Lessor under which the Lessor agrees (amongst other things) that:
    - (A) the Security Holder will have no liability under this Lease simply as a result of the execution of the Tripartite Deed or the granting of the Security;
    - (B) the Lessor will give the Security Holder notice of default under this Lease and will not purport to terminate this Lease without giving the Security Holder or its nominee the opportunity to cure such default; and
  - (iii) the Lessor will consent to an assignment of the Lease in the event that the Security Holder exercises its powers under the Security in connection with this Lease.

## 19. Disputes

### 19.1 Referral of Dispute: Phase 1

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

### 19.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 19.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the Parties between the CEO of the Lessor and the Managing Director of the Lessee for the purpose of resolving the dispute.

### 19.3 Appointment of Arbitrator / referral to court system: Phase 3

In the event the dispute is not resolved in accordance with **clause 19.2** of this Lease then the Parties may seek resolution of the dispute either by arbitration or the court system as they may agree, both acting reasonably. If the parties agree to refer the dispute for arbitration, then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

### 19.4 Payment of Amounts Payable for Phases 1 and 2

Each party must pay their own costs in relation to Phase 1 and Phase 2. If any money paid by a party is not required to be paid within the terms of the award of the arbitrator or by agreement between the Lessor and the Lessee then the other party will refund to the first party the monies overpaid

## 20. Caveat

### 20.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will not, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease, but the Lessee may lodge a subject to claim caveat.

### 20.2 Registration of lease

The parties:

- (a) agree this Lease will be registered on the certificate of title to the Land at Landgate, such registration to be at the cost of the Lessee; and
- (b) the Lessor will provide all reasonable assistance and provide or procure all necessary consents for this Lease to be so registered, including attending promptly to any requisition or other notice issued by Landgate that is within the party's power to address.

## 21. Goods and Services Tax

### 21.1 Definitions

The following definitions apply for the purpose of this clause:

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

### 21.2 Lessee to pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at **clause 21.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease

### 21.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 21.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

### 21.4 No Contribution from Lessor

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

### 21.5 Statement of GST paid is Conclusive

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

### 21.6 Tax Invoices

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

## 21.7 Reciprocity

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

## 22. Consents

### 22.1 Western Australian Planning Commission's Consent

If for any reason whatsoever this Lease requires the consent of the Western Australian Planning Commission or other consent under the *Planning and Development Act 2005*, then this Lease is made expressly subject to and conditional on the granting of that consent in accordance with the provisions of the *Planning and Development Act 2005*.

## 23. No Fetter

The Lessee acknowledges and agrees:

- (a) the Lessor is a local government established by the *Local Government Act 1995* (WA);
- (b) in its capacity as a local government, the Lessor will be obliged to comply with statutory obligations imposed by law; and
- (c) no provision of this Lease may unlawfully restrict or otherwise fetter the discretion of the Lessor in the lawful exercise of any of its functions and powers as a local government (as distinct from being the lessor and a commercial participant in the terms and conditions of this Lease);

provided that this clause will not serve to relieve the Lessor from responsibility for performance of its obligations arising pursuant to this Lease, except to the extent necessary to avoid any unlawful restriction or fetter of the Lessor's discretion.

## 24. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 9** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

## 25. Commercial Tenancy Act

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

## 26. Acts by agents

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

## 27. Governing law

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

## 28. Statutory powers

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

## 29. Notice

### 29.1 Form of delivery

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

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

### 29.2 Service of notice

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

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 29.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in **clause 29.1(b)**, on the fifth Business Day following the date of posting of the Notice; and
- (d) if by email, when dispatched by email to an email address specified in **clause 29.1(c)** of this Lease unless the time of dispatch is not on a Business Day or after 5 pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day.

### 29.3 Signing of notice

A Notice to a Party may be signed:

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

## 29.4 Notice details

### Lessee:

Attention: The Directors  
Postal address: Level 1, 307-313 Murray Street, Perth WA 6000  
Email: info@ausgoldlimited.com

### Lessor:

Shire of Katanning  
Attention: Chief Executive Officer  
Postal address: PO Box 130, Katanning, WA, 6317  
Email: admin@katanning.wa.gov.au

## 30. Bank Guarantee

### 30.1 Bank Guarantee

Within seven (7) days of the date of signing of this Deed, the Lessee must give the Lessor an unconditional and irrevocable undertaking (**Bank Guarantee**) from a bank or financial institution authorised to carry on banking in Australia under the *Banking Act 1959* in the terms provided in **clauses 30.2 to 30.6**.

### 30.2 Purpose of the Guarantee

The Bank Guarantee will authorise the Lessor to draw on the money guaranteed:

- (a) if any Amounts Payable remain unpaid for fourteen (14) days after becoming due; or
- (b) to recover the cost to the Lessor of rectifying any breach of any of the Lessee's Obligations (other than the covenant to pay the Amounts Payable) which has not been rectified by the Lessee within twenty-eight (28) days of being notified of the breach.

### 30.3 Form of the Guarantee

The Bank Guarantee must be in favour of the Lessor and in a form that is reasonably satisfactory to the Lessor.

### 30.4 Term of Guarantee

The Bank Guarantee must be enforceable at all times for:

- (a) the period for which the Early Access Licence is in effect under clause 8(4);
- (b) the Term of the Lease;
- (c) any further term, extension or holding over; and
- (d) a period of three (3) months after termination of the Lease.

### 30.5 Amount of Bank Guarantee

- (1) The amount of the Bank Guarantee shall be equal to the sum specified in **Item 9** of the Schedule.

- (2) The Lessee shall promptly replace any part of the Bank Guarantee that is called upon during the Term of the Guarantee pursuant to **clause 30.4**.

### **30.6 Review of Bank Guarantee**

The amount of the Bank Guarantee shall be reviewed on each Rent Review Date and where in the Lessor's reasonable opinion it is necessary increased by the same percentage at which the Rent increases for the Rent period commencing on that Rent Review Date.

### **30.7 Cost of Bank Guarantee**

Any costs associated with meeting this obligation will be paid by the Lessee.

## **31. Severance**

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

## **32. Variation**

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

## **33. Moratorium**

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

## **34. Further assurance**

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

## **35. Waiver**

### **35.1 No general waiver**

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

### **35.2 Partial exercise of right power or privilege**

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

## **36. Definitions**

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

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

**Authorised Person** means:

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

**Business Day** means a day other than a Saturday, Sunday or public holiday in Western Australia;

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

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

~~Completion Date means 31 December 2026, as varied by clause 8(5).~~

**Cure** means to cure or redress the relevant event, matter, thing or issue or overcome its consequences so that there ceases to be any continuing detrimental effect of that potential or actual event, matter, thing or issue or its consequences;

**Cure Program** has the meaning given in **clause 14.3(a)**;

**Development** means ~~preparation of the siteworkers accommodation village to make it fit for be constructed on~~ the Permitted Purpose including delivery of fencing as described in Item 10 of Premises by the Schedule Lessee in accordance with clause 8 and includes the Infrastructure;

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

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

**Good Repair** means good and substantial tenantable repair and in clean, good working order and condition, fair wear and tear excepted;

**Infrastructure** includes any works in, on or over the Premises servicing the Development for the provision or passage of electricity, water, sewerage, drainage or communications and includes roads within the Premises, and excludes all above ground structures not related to the provision of utilities;

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

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

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

**Lessee's Agents** includes:

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

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

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

**Month** or **month** means a calendar month;

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

**Outgoings** means any outgoing payable pursuant to **clause 3.2**;

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

**Premises** means that premises described in **Item 1** of the Schedule;

**Permitted Purpose** is described in **Item 7** of the Schedule;

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

**Rent Review Date** means a date identified in **Item 6** of the Schedule;

**Schedule** means the Schedule to this Lease;

**Site Plan** means the plans of the Development on the Premises ~~annexed hereto as Annexure 1~~;

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

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

## 37. Interpretation

In this Lease, unless expressed to the contrary:

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

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

# Schedule 1

## Item 1 Land and Premises

### Land

~~Lot 101 on Deposited Plan 411678, being the whole of the land in Certificate of Title Volume 2954 Folio 535 (Lot 101); and~~

Lot 9000 on Deposited Plan 411678, being the whole of the land in Certificate of Title Volume 2954 Folio 536 (Lot 9000).

### Premises

~~The entirety of Lot 101 and that~~ portion of Lot 9000 comprising an area of 19,800 m<sup>2</sup>, identified as the 'Storage and Laydown~~Additional Parking~~ Area' on the ~~Location Plan~~ annexed hereto as **Annexure 1**.

## Item 2 Term

~~Three (3) years commencing on 1 November 2026 and expiring on 31 October 2029~~  
~~Twelve (12) years commencing on 1 January 2026 and expiring on 31 December 2037.~~

## Item 3 Further Terms

### ~~First Further~~ Term

~~One (1) year commencing on 1 November 2029 and expiring on 31 October 2030~~  
~~Five (5) years commencing on 1 January 2038 and expiring on 31 December 2042.~~

### ~~Second Further Term~~

~~Five (5) years commencing on 1 January 2043 and expiring on 31 December 2047.~~

## Item 4 Commencement Date

1 ~~November 2026~~  
~~January 2026~~

## Item 5 Rent

~~\$10,000~~~~per annum exclusive of GST, payable in advance in equal six-monthly instalments of \$5,000~~  
~~per annum exclusive of GST, payable in advance in equal six-monthly instalments of \$6,218 exclusive of GST.~~

## Item 6 Rent Review Dates

### CPI Review

CPI Review on each anniversary of the Commencement Date, including ~~the~~ Further Term.

### Further Term Market Review

Not applicable.

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Item 7 Permitted Purpose

~~Temporary storage~~~~Construction, operation of materials, components and plant associated with use as an accommodation village for the Lessee's constructionmining workforce, including carparking, and commissioning activities and purposes ancillary to these activities~~~~purposes.~~  
Temporary storageConstruction, operation of materials, components and plant associated with use as an accommodation village for the Lessee's constructionmining workforce, including carparking, and commissioning activities and purposes ancillary to these activitiespurposes.

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Item 8 Public liability insurance

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

Item 9 Bank Guarantee

An amount equivalent to six (6) months Rent

Item 10 Additional terms and covenants

Fencing

~~10.1~~ **10.1 — Stormwater**

The Lessee acknowledges and agrees that ~~by 1 December 2026~~~~the Lessee will use reasonable endeavours to maximise capture of stormwater from the Premises which will be transferred, at the Lessee's expense, to the Turkey Nest Dam shown on Annexure 1.~~  
by 1 December 2026the Lessee will use reasonable endeavours to maximise capture of stormwater from the Premises which will be transferred, at the Lessee's expense, to the Turkey Nest Dam shown on Annexure 1.

~~10.2~~ **10.2 — Fencing**

~~The Lessee acknowledges and agrees that it is required to: fence the eastern and southern boundaries of Lot 101 with a 1.8 metre high Colorbond fence by 31 December 2026. The Lessor acknowledges and agrees that the fencing installed by the Lessee may have gates for pedestrian and vehicular access in accordance with Item 10.4, subject to construction & maintenance access to Lot 101 via Crosby St being in strict compliance with the terms of any development or other statutory approval.~~  
The Lessee acknowledges and agrees that it is required to: fence the eastern and southern boundaries of Lot 101 with a 1.8 metre high Colorbond fence by 31 December 2026. The Lessor acknowledges and agrees that the fencing installed by the Lessee may have gates for pedestrian and vehicular access in accordance with Item 10.4, subject to construction & maintenance access to Lot 101 via Crosby St being in strict compliance with the terms of any development or other statutory approval.

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install a sheep proof fence around the perimeter of the site.~~9.3~~ **9.3 — Landscaping**

~~a)~~ **a)** ~~The Lessee is to landscape and~~  
The Lessee is to landscape and

~~install a double gate entrance~~~~plant trees along the western boundary of the site to enable future access by agricultural machinery. Premises so as to provide a significant visual break between the Great Southern Highway and the carpark and accommodation facilities.~~  
install a double gate entranceplant trees along the western boundary of the site to enable future access by agricultural machinery. Premises so as to provide a significant visual break between the Great Southern Highway and the carpark and accommodation facilities.

~~9.4~~ **9.4 — Site Access**

The Lessee acknowledges that there will be no vehicular site access to the Premises ~~via Crosby Street other than for the purpose of constructing the Development and during the term for conducting maintenance, subject to construction & maintenance access to Lot 101 via Crosby St being in strict compliance with the terms of any development or other statutory approval.~~  
via Crosby Street other than for the purpose of constructing the Development and during the term for conducting maintenance, subject to construction & maintenance access to Lot 101 via Crosby St being in strict compliance with the terms of any development or other statutory approval.

~~For the avoidance of doubt, the Parties acknowledge and agree that pedestrian access is available to the Premises via Crosby Street at all times.~~

#### ~~10.5 Contamination~~

- ~~(1) The Parties acknowledge that:
  - ~~(a) Lot 101 has been identified by the Lessor as a possible contaminated site by the Shire of Katanning's Henry Street Structure Plan, due to the presence of large dirt mounds on the northern portion of Lot 101, as outlined in red on the plan annexed hereto as **Annexure 2**;~~
  - ~~(b) the Lessee has undertaken limited soil sampling from the dirt mounds which did not identify any contaminants.~~~~
- ~~(2) If during the course of the Development the Lessee identifies contaminants on Lot 101 which are of a level which is required to be remediated for the Development, the Lessee is required to:
  - ~~(a) engage the services of a suitable qualified consultant to assess and prepare a report of the extent of any contamination in the area identified on **Annexure 2**;~~
  - ~~(b) provide the report referred to in subsection (a) to the Lessor; and~~
  - ~~(c) engage the services of a suitably qualified consultant to carry out any required remediation works as identified in the report referred to in subsection (a), to the reasonable satisfaction of the Lessor.~~~~
- ~~(3) The parties agree that if the Lessee is required to incur costs under clause 10.5(2) an amount equivalent to 50% of those costs will be credited against the rent payments until that amount is exhausted.~~

b)

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# Signing page

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**EXECUTED** on the \_\_\_\_\_ day of \_\_\_\_\_ 2025

The **COMMON SEAL** of the **SHIRE OF KATANNING** is affixed in the presence of -

\_\_\_\_\_  
Signature of Shire President

\_\_\_\_\_  
Full name of Shire President

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Full name of Chief Executive Officer

**Executed by AUSGOLD EXPLORATION PTY LTD ACN 078 093 606** in accordance with section 127 of the Corporations Act:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/company secretary

\_\_\_\_\_  
Name of director (print)

\_\_\_\_\_  
Name of director/company secretary (print)



## Annexure 2 Contaminated Site Plan



## PROPOSAL FOR BLOOM FESTIVAL 2026

### 1. Executive Summary

Since 2010, Bloom Festival has grown into an annual regional tourism event celebrating the towns, communities, wildflowers, culture and visitor experiences of the Great Southern Treasures region. The festival supports increased visitation, community participation and regional economic outcomes, with its estimated economic impact growing from \$1.9 million in 2022 to \$2.3 million in 2025. Tourism Western Australia has committed three years of Regional Event Scheme funding to the event, with 2026 being the second year.

Following confirmation that no further Service Level Agreement will be signed by participating Great Southern Treasures local governments, this proposal outlines a model for Australia's South West to continue delivering Bloom Festival in 2026, subject to Australia's South West Board approval and sufficient local government financial commitment.

The proposed model would utilise the Bloom Festival brand, using the existing GST marketing assets (website and social media accounts) preserving more than 22 years of regional investment while providing participating local governments with continued community participation, marketing visibility, and visitation outcomes.

This proposal outlines a model for Australia's South West to continue delivering Bloom Festival in 2026, subject to Australia's South West Board approval, sufficient local government financial commitment, continued access to required GST/Bloom assets, and confirmation that the final delivery budget is financially viable.

### 2. Purpose of the Proposal

The purpose of this proposal is to:

- Outline a model for the continued delivery of Bloom Festival in 2026.
- Clarify Australia's South West's proposed role in coordinating, auspicing and delivering the festival.
- Identify the expected benefits, risks and implementation steps.
- Define and seek written financial commitment from participating local governments to allow planning and delivery of Bloom Festival 2026 to recommence.

### 3. Background

#### 3.1. Great Southern Treasures

- **Legal Status:** Great Southern Treasures is not a standalone legal entity. It is a partnership of financially participating local governments defined by a MOU. Australia's

South West is the legal entity that undertakes all financial, HR and WHS obligations through a Service Level Agreement. Great Southern Treasures and Bloom Festival are registered business names under Australia's South West's ABN.

- **Purpose & Functions:** It is an established tourism partnership covering multiple local government areas, known for initiatives like the Bloom Festival. The GST has a well-defined strategic plan that Australia's South West, on behalf of the member councils has delivered since 2021.
- **Governance Structure:** Its current governance structure is a 3-year MOU between 8 member councils which concludes on 30 June 2026.
- **Assets:** GST assets are owned by the member councils and custodianship is currently with Australia's South West. Assets include:
  - GST and Bloom brands
  - Website and hosting
  - Domains (Great Southern Treasures, Hidden Treasures, Bloom)
  - Microsoft email accounts (Great Southern Treasures, Bloom)
  - Social Platform Accounts (Instagram & Facebook)
  - Mailchimp Accounts for newsletters etc (EDM's)
  - Image Library
  - Tourist Guide & Map (inc distribution)
  - Hard and soft collateral such as banners, social media tiles, postcards and coreflute signs

### 3.2. Bloom Festival

- **Legal status:** The Bloom Festival is the signature annual event for the Great Southern Treasures. Bloom Festival is a registered business name under Australia's South West's ABN. All grants and funding are auspiced by Australia's South West.
- **Purpose and functions:** To increase tourism and visitation to the region and provide opportunities for the GST communities to come together, expanding their social and economic futures.
- **Governance structure:** As one of the key pillars of the GST Strategic Plan, Bloom Festival is currently delivered by the Great Southern Treasures as per the above governance structure.
- **Key programs or services:** Deliver a flagship Spring wildflower regional event across member Shires that drives visitation and length of stay.
- **Stakeholders:**

<ul style="list-style-type: none"> <li>Local government owners</li> <li>State government funding</li> <li>Regional development agencies</li> <li>Tourism bodies</li> <li>Corporate and community sponsors</li> <li>Event managers</li> <li>Marketing and PR contractors</li> <li>Ticketing providers</li> <li>Project Working Group members</li> <li>Event holders</li> <li>Community groups</li> </ul>	<ul style="list-style-type: none"> <li>Local businesses</li> <li>Visitor centres and CRCs</li> <li>Media outlets</li> <li>Cultural leaders and First Nations representatives</li> <li>Artists, performers and facilitators</li> <li>Residents, visitors and attendees</li> <li>Volunteers and local venues</li> <li>Future cultural, trail, nature-based and tourism collaborators</li> </ul>
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#### **4. Strategic Rationale for the Continuation of Bloom Festival**

Bloom Festival is a proven regional tourism and community event platform that supports visitation, destination awareness and local participation across the Great Southern Treasures region. Its continuation provides an opportunity to retain the value of past local government investment while transitioning to a delivery model led by Australia's South West.

The strategic rationale for continuing Bloom Festival is based on the following objectives:

##### **4.1 Financial sustainability for Bloom Festival**

The proposed model provides a more sustainable basis for delivering Bloom Festival by reducing the governance, administration, reporting and operational costs associated with the former Great Southern Treasures structure. A collective local government contribution, combined with confirmed and prospective grant and sponsorship income, will support continued delivery of the festival in 2026.

##### **4.2 Retention of GST and Bloom marketing assets**

Over more than two decades, participating local governments have invested in the Great Southern Treasures and Bloom Festival brands, digital platforms, marketing channels, visitor content, collateral, event networks and regional awareness. Utilising relevant GST assets into a Bloom Festival-focused model will help preserve this investment and avoid the loss of established marketing value, audience reach and community recognition.

##### **4.3 Driving visitation and regional marketing outcomes**

Bloom Festival provides local governments with a recognised platform to promote towns, trails, events, businesses, visitor centres, community groups, wildflower experiences and cultural stories during the spring visitation period. The 2025 festival demonstrated strong community participation, tourism marketing performance and regional exposure through paid advertising, organic social media, media relations, website content, printed collateral, event listings, community support and partner storytelling.

##### **A 2026 partnership gives participating local governments the opportunity to:**

- increase visitation during the spring wildflower season;
- promote local events, attractions, trails, businesses and visitor experiences;
- build awareness of the Great Southern as a destination of choice;
- support local event holders with greater marketing visibility;
- contribute to regional economic impact through tourism and event attendance; and
- align with a recognised festival platform already supported by local governments, tourism bodies and regional stakeholders.

##### **4.4 Retention of Tourism WA funding for the GST region**

Tourism WA has committed funding to Bloom Festival, with 2026 representing the second year of a three-year funding agreement. Continuing the festival ensures this funding remains directed toward the Great Southern Treasures region and supports the delivery of a recognised regional event with demonstrated tourism and community outcomes.

## **5. Proposed Governance**

Subject to Australia's South West Board approval and agreement by participating local governments, Australia's South West would assume regional custodianship and delivery responsibility for Bloom Festival. This would include management of the Bloom Festival brand, marketing channels (GST website and social media accounts), event delivery, funding administration, reporting and stakeholder engagement on behalf of the region.

Continued use of GST and Bloom Festival assets, including relevant brand, website, domain, social media and marketing channels, will be subject to written confirmation by participating local governments as part of the new agreement.

This approach is similar to Australia's South West's regional event delivery model for Taste Great Southern, where ASW provides event custodianship, coordination and delivery for broader regional benefit.

From Australia's South West's perspective, assuming regional custodianship of Bloom Festival would ensure the continuation of a significant Great Southern event that plays an important role in regional economic development by driving visitation, increasing length of stay and supporting visitor spend. Furthermore it:

1. Aligns with the Australia's South West constitution
2. Delivers on the Australia's South West strategic plan
3. Delivers on the Great Southern Tourism and Trade Partnership objectives
4. Delivers on the Tourism Destination Management Plan event development projects
5. Has secured Tourism WA committed funds

Participating local governments would be part of a Bloom Festival reference group. Following the festival, Australia's South West will provide participating local governments with a post-event report summarising attendance, marketing reach, media coverage, website and social media performance, event holder feedback, key outcomes, financial performance and recommendations for future delivery.

## **6. Proposed Bloom Festival Delivery**

- Bloom Festival – Delivery of the event in 2026 (12 September – 11 October)
- Governance – regional custodianship of the event by Australia's South West

Bloom Festival will continue to be delivered via a hybrid model. All planning and execution of the event will be delivered by Australia's South West. As with previous festivals, Australia's South West would engage professional event management company Live Events to support event holder engagement, program development, event listings, launch event management, sales monitoring, reporting and acquittal requirements, under Australia's South West's oversight.

The current hybrid delivery model is considered appropriate because it combines Australia's South West's regional oversight, governance and funding administration with specialist event delivery expertise.

## 7. Local Government Financial Contribution Model

A minimum collective investment from participating local governments is required for Australia’s South West to proceed with delivery of Bloom Festival in 2026. This investment will support the continuation of a recognised regional event platform while providing participating councils with local marketing visibility, community participation opportunities and visitation outcomes.

Australia’s South West is requesting the following:

- A minimum collective local government contribution of **\$44,000** ex GST is required for Bloom Festival 2026.

By investing in Bloom Festival, local governments can support the delivery of Bloom whilst leveraging an established regional campaign that already delivers strong audience reach, media value, visitor engagement and economic benefit.

This proposal offers a partnership buy-in model with marketing deliverables for local governments, as per their advised contribution amounts. This investment will support the delivery of Bloom Festival 2026, increase visibility for their towns, events, natural assets, visitor experiences, and community stories through the Bloom Festival campaign.

### Summary of Nominated Investment Amounts and Deliverables

Nominated Investment	Amount ex GST	Deliverables Summary
Entry-level Bloom Partner	\$2,000	Festival Program inclusion, foundational event support and base level marketing inclusions
Community Bloom Partner	\$5,000	Festival program inclusion, foundational event support, digital, paid, website and PR exposure
Signature Bloom Partner	\$7,000	Festival program inclusion, foundational event support, enhanced digital, paid, website and PR exposure

See **Appendix A: Local Government Bloom Partnership Marketing Deliverables** for inclusion details.

## 8. Bloom Festival Marketing Approach

Bloom Festival is a proven regional tourism and community activation platform that showcases the Great Southern’s wildflowers, towns, culture, events, trails, food, arts, and local experiences.

In 2025, the festival delivered strong marketing outcomes, including 1.4 million Facebook and Instagram views, 344,000+ people reached through paid digital advertising, 960+ new social media followers, 18,000 website users, and more than 23 media articles and interviews across regional, state and national outlets. The festival also recorded 12,607 event attendees and an estimated \$2.3 million economic impact for the region.

To build on the 2025 campaign, the 2026 marketing programs will focus on:

1. Continue to use the GST website with [www.bloomfestival.com.au](http://www.bloomfestival.com.au) as the lead URL (redirects to <https://greatsoutherntreasures.com.au/bloom/>) rather than creating a new Bloom Festival website.
2. Timely campaign launch, allowing more time for visitor planning and event promotion.
3. More destination-led storytelling, especially town profiles, local itineraries, wildflower routes, and cultural experiences.
4. The 2026 launch event is tentatively scheduled to be held in Woodanilling, subject to final confirmation of venue, logistics, budget and stakeholder arrangements.
5. Stronger support for event holders, including marketing guidance and content collection.
6. Improved regional spread of major events, helping avoid clashes and encouraging visitors to travel across multiple towns.
7. More road signage and on-ground visibility, responding to feedback from 2025.
8. Greater use of video, reels, carousels and collaborative posts, reflecting the strongest performing 2025 content formats.
9. Continued media and PR pitching, building on successful coverage in local, state and national media.

## 9. Financial Model Structure Bloom 26

The proposed 2026 Bloom Festival budget requires minimum income of approximately \$110,500 to deliver the event at the proposed scope. A collective local government contribution of **\$44,000** is required for Australia's South West to proceed with delivery, recognising that participating LGAs are investing to secure continued Bloom Festival delivery, local marketing visibility, community participation, and visitation outcomes for their towns and the broader Great Southern Treasures region.

Based on confirmed, proposed and estimated income currently identified, there remains a funding gap of \$27,454.55 against the minimum delivery budget of **\$110,500**.

To meet this gap, confirmed grant and sponsorship income currently totals \$31,045.45, with a further \$54,000 in grant and sponsorship applications pending; if some or all of this additional funding is not secured, Australia's South West may review the festival scope, reduce expenditure, seek alternative income, or determine whether the event remains viable.

The minimum income requirement has been rounded to **\$110,500**, providing a small contingency of \$276.35 against the current expense budget.

<b>INCOME</b>	<b>Budget ex GST</b>	<b>Notes</b>
<b>Grant/Sponsorship Income</b>		
Tourism WA – Regional Event Scheme Grant (Platinum Sponsor)	\$15,000.00	Confirmed (year 2 of 3-year agreement)
Rio Tinto	\$5,000.00	Confirmed
Vestas - Warperup Creek Wind Farm	\$2,500.00	Confirmed
CSBP Fertilisers	\$4,000.00	Confirmed
Southern Ports	\$4,545.45	Confirmed
<b>Subtotal</b>	<b>\$31,045.45</b>	

<b>LGA Tiered Marketing Partnership Income</b>		
Local Government Minimum Investment	\$44,000.00	Proposal pending
<b>Subtotal</b>	<b>\$44,000.00</b>	
Income from event holders	\$5,000.00	Estimate on previous years
Income from advert sales (program)	\$3,000.00	Estimate on previous years
<b>Subtotal</b>	<b>\$8,000.00</b>	
<b>Total</b>	<b>\$83,045.45</b>	
<b>Minimum Bloom Income Required</b>	<b>\$110,500.00</b>	
<b>EXPENSES</b>	<b>Budget (ex GST)</b>	<b>Actuals (ex GST)</b>
<b>2026 Bloom Festival Launch Event</b>		
Opening Ceremony - Indigenous Dance	\$2,200.00	
Opening Ceremony - Welcome to Country	\$500.00	
Live Music & Entertainment	\$5,000.00	
Face Painting	\$500.00	
Kids Games/Activities	\$500.00	
Staging, Sound A/V & Equipment Hire	\$1,500.00	
Photographer - Jenny Feast (Launch Event)	\$1,000.00	
<b>Subtotal Launch</b>	<b>\$11,200.00</b>	
<b>2026 Bloom Festival Advertising and Marketing</b>		
WA Caravan & Camping July 1/2 Page Advertising	\$650.00	
Have A Go News - August Edition	\$772.65	
Printed Posters & Flyers	\$500.00	
Social Media Ads + Management	\$19,000.00	\$3,800.00
Program Printing (4000)	\$4,930.00	
Program Distribution (4000)	\$1,800.00	
2026 Program Design	\$3,620.00	\$1,810.00
Digital Design – Adverts, Logo, Email Signature	\$940.00	
Sunday Times Magazine - September	\$1,300.00	
Caravanning Australia - Winter Edition	\$1,300.00	
Wanderlust Magazine Advertising (7West) Winter	\$599.00	
Southerly Magazine – Aug & Sept Editions	\$550.00	
Bloom Event Signage for GST Shires	\$1,820.00	
Issuu Account: Bloom Festival Program Hosting	\$252.00	
Social Media Influencer	\$500.00	
<b>Total Marketing</b>	<b>\$38,533.65</b>	
<b>2026 Bloom Festival Coordination &amp; Administration</b>		
Bloom Event Coordinator - Live Events	\$24,090.00	\$6,022.50 with next instalment due in May
Insurance	\$2,000.00	
Event Project and Marketing Management	\$29,400.00	
Administration and Compliance	\$5,000.00	\$100.14
<b>Total Coordination</b>	<b>\$60,490.00</b>	
<b>Total Expenses</b>	<b>\$110,223.65</b>	<b>\$11,732.64</b>
<b>BALANCE</b>	<b>\$276.35</b>	

## 10. Risks and Mitigation

Risk	Mitigation
Minimum LGA contribution is not secured	Australia's South West will not proceed to full delivery or commit to further non-essential expenditure unless the required collective local government contribution is confirmed.
Pending grants or sponsorships are unsuccessful	ASW may reduce scope, adjust expenditure, seek alternative income, or reassess event viability.
Asset transfer or use is not formally confirmed	Relevant GST and Bloom asset arrangements will be documented as part of the transition process.
Delayed LGA decisions affect delivery timelines	A clear decision deadline is included to allow 2026 planning and marketing activity to recommence.
ASW Board approval is not obtained	The proposal remains subject to ASW Board endorsement before final implementation.
Reduced delivery scope affects stakeholder expectations or festival reputation	Australia's South West will clearly communicate the confirmed scope, funding position and delivery model to participating local governments, event holders and key stakeholders, and will use post-event reporting to identify improvements for future years.

## 11. Proposal Agreement Timeline

Stage	Date due	Responsibility
Proposal feedback	8 May 2026	All LGAs
Amendments made	15 May 2026	Australia's South West
ASW Board Endorsement	15 May 2026	Australia's South West
LGA financial contribution written confirmation	28 May 2026	All LGAs
Recommence Bloom 26 Delivery	29 May 2026	Australia's South West

## 12. Not in Scope

The Bloom Festival proposal does not include paid promotion of Great Southern Treasures as a regional brand, including paid social media advertising, boosted posts or standalone GST campaign activity. The scope is limited to Bloom Festival delivery and promotion, using existing GST channels (website and social media platforms). It does not include redesign or redevelopment of the GST website, beyond routine updates, event listings and content maintenance required for the festival. It also does not include development of a standalone Bloom Festival website.

Also excluded are new brand development, creation of new tourism collateral unrelated to Bloom, management of non-Bloom GST projects, ongoing LGA tourism marketing outside the festival campaign, individual event delivery by ASW, and costs associated with asset transfer or winding up GST structures unless separately agreed and funded. This aligns with the proposal's focus on continuing Bloom Festival delivery while using existing GST assets.

### **13. Decision Sought**

It is recommended that each Council:

1. Supports, in principle, the continued delivery of Bloom Festival in 2026 under the regional custodianship and delivery model proposed by Australia's South West.
2. Agrees to provide a total combined financial contribution of **\$44,000.00**, subject to confirmation of the final proposal and participating local government contributions.

## Appendices

### Appendix A: Local Government Bloom Partnership Marketing Deliverables

#### Entry-level Bloom Partner

##### Investment: \$2,000

A base-level entry for local governments seeking to support their communities with event listings within the main Bloom Festival program. This tier will help drive awareness of local events and regional awareness.

#### Included marketing activity:

##### Festival program inclusion

- Local government area included in the official Bloom Festival program.
- Event listings included in the printed and digital program – main program section.
- Inclusion of local visitor information, town highlights, and key attractions where relevant.

##### Website presence

- Local government area included on the Bloom Festival landing page.
- Event listings linked through the Bloom Festival landing page.

##### Social media promotion

- Inclusion in broader regional posts and event round-ups.

##### Paid digital advertising

- Inclusion in the broader Bloom Festival paid digital campaign.

##### Event holder support

- Promotion of registered events through Bloom Festival channels.
- Support for community groups and event holders to ensure event planning and delivery, imagery, and event information are program ready.

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#### Community Bloom Partner

##### Investment: \$5,000

Best suited to local governments wanting a greater marketing presence and more event visibility. This tier is designed to position the local government area as a key destination for Bloom Festival events.

#### Included marketing activity

Everything in **Entry-level**, plus:

##### Enhanced festival program presence

- Event listings highlighted in the printed and digital program.
- A dedicated local government area feature or enhanced town profile within the digital campaign.
- Priority inclusion of local trails, wildflower walks, scenic drives, cultural attractions, accommodation, and visitor services.

### **Paid digital advertising**

- Local government area included in targeted paid advertising creative.
- Campaign targeting may include Perth, South West, Great Southern, intrastate drive markets, and regional audiences.

### **Media and PR**

- Local government area included in media pitching opportunities.
- Key events or hero experiences considered for regional and state media stories.
- Support to identify media-friendly angles, such as community-led events, wildflower displays.

### **Website and itinerary integration**

- Inclusion in at least one Bloom Festival itinerary or trip-planning feature.
- Local events and visitor experiences promoted through the Bloom Festival landing page.
- Cross-linking to local visitor information where appropriate.

### **Reporting**

- Post-campaign summary of relevant activity, including social content, paid advertising inclusion, website activity where available, and media outcomes.

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### **Signature Bloom Partner**

#### **Investment: \$7,000**

Suited to local governments seeking greater visibility and event support within Bloom Festival 2026. This tier is designed to give a local government area higher campaign visibility and support stronger outcomes, including increased event attendance, local business benefit, and destination awareness.

Note: As Woodanilling has been the nominated host town for the Bloom Festival Launch, their marketing deliverables will be focussed on the Bloom Festival Launch Event.

#### **Included marketing activity**

Everything in **Entry-level and Community**, plus:

#### **Hero destination positioning**

- Local government area positioned as a major Bloom Festival destination within the 2026 campaign.
- Opportunity to nominate a hero town, trail, event cluster, attraction, or visitor experience as a campaign focus.
- Priority inclusion in campaign storytelling across digital, media, and visitor planning channels.

#### **Premium festival program presence**

- Premium placement in the printed and digital Bloom Festival program.
- Enhanced destination editorial, including town stories, visitor highlights, trails, wildflower locations, accommodation links, and event clusters.

### **Dedicated social media campaign package**

- **Organic and paid social media post on Australia's South West Meta channels** (Facebook and Instagram) featuring a three to five custom designed carousel post tailored to the ASW social media audience of over 140K. The paid post will be targeted to audiences across the intrastate market, with a \$250 spend and run for one week either in the week prior to, or during the Bloom Festival.
- Priority inclusion in collaborative social content with regional tourism partners where opportunities allow.
- Inclusion in countdown, launch, itinerary, event spotlight, and "plan your trip" content.

### **Paid advertising priority**

- Dedicated paid advertising allocation for the local government area.
- Campaign creative focused on hero events, destination experiences, wildflower attractions, and travel planning.
- Targeted campaign activity designed to drive traffic to event listings and visitor information.

### **Media and PR priority**

- Priority inclusion in media pitching.
- Support to profile signature events, community initiatives, wildflower experiences, cultural programming, or destination stories.

### **Website, itinerary and trip-planning features**

- Inclusion in multiple itineraries or themed visitor-planning articles.
- Promotion of local accommodation, visitor centres, businesses, trails, scenic drives, and community experiences where relevant.

### **Post-campaign reporting**

- Partner-level marketing report summarising:
- Social media activity
- Paid advertising activity
- Website and referral activity where available
- Media and PR coverage
- Event promotion outcomes

## Appendix B: Current Implementation Timeline for Bloom 2026

Preliminary planning and time-critical delivery activity has commenced to preserve essential festival timelines. Full delivery and further non-essential expenditure remain subject to Australia's South West Board endorsement and confirmation of sufficient local government financial contributions.

### FEBRUARY

- Live Events Contracted \$24,090 ex. GST. 4 x 25% payments  
**Deliverables:**  
Project Stage 1 - Feb – March. Project Commencement  
Project Stage 2 - March – May. Event Holder Sales  
Project Stage 3 - May – July. Event Program Creation  
Project Stage 4 – July – Nov. Events Sales, Reporting and Acquittals
- Clever Octopus Contracted \$3,620 ex. GST 50% deposit. Final 50% balance due prior to delivery of final files.  
**Deliverables:**  
Bloom Festival 2026 Program Design  
Design Assets for Bloom Festival 2026
- Budget Created
- Event Management Plan Created
- Marketing & Communications Plan Created
- 2026 Bloom Info Booklet Created
- Grants / Sponsorship applications commenced

### MARCH

- **Bloom Community Working Group Engaged (monthly meetings)**  
**List of participants:**  
Charli Mayfield – Marketing & Tourism Coordinator – GS Wine Producers Association  
Stuart Drummond – Shire of Gnowangerup  
Jill Watkin – Kodja Place  
Jenny Cristinelli – Shire of Cranbrook – Community Development Manager  
Morris Trimming – Shire of Woodanilling  
Margot – Mt Trio Bush Camp & Caravan Park  
Simone Klose – Down South Creative - Director
- Bloom Launch Event Planning Meetings commenced: Woodanilling – Saturday 12 September
- Bloom Events EOI opened – **closing date 1 May**
- Lumenesse & Co Contracted to provide Socials & marketing deliverables
- Bloom Program Advertising Prospectus created and sent to local businesses and organisations
- Event EOI Flyers created and mailed to GST CRC's
- Grants / Sponsorship applications / administration

### APRIL

- Community Information Sessions in-person (Katanning) and online offered
- Print Advertisements booked
- Risk Management Plan created
- Tourism WA RES Grant milestones commitments commenced
- Grants / Sponsorship applications / administration

## **MAY**

- **Events EOI Close – 1 May**
- **15 May** - Event details, program copy written, paid advertising organised and sponsor details provided to program designer
- Risk Management Plan submitted
- Social Media / Marketing campaign
- Grants / Sponsorship applications / administration

## **JUNE**

- **12 June** - Print-ready artwork submitted to the printers
- Grants / Sponsorship applications / administration
- Launch event planning
- Social Media / Marketing campaign

## **JULY**

- **24 July** - Distribution and Launch of the program
- Events uploaded to the Bloom page – GST website
- Social Media / Marketing campaign
- Ticketing / event changes for digital program
- Event signage organised
- Launch event planning

## **AUGUST**

- Social Media / Marketing campaign – focus on travel inspiration – activities, accommodation etc. Final push and ticket conversion.
- Ticketing / event changes for digital program
- Event signage
- Launch event planning

## **SEPTEMBER**

- **12 September** - Launch Event
- Social Media / Marketing / PR campaign
- Ticketing / event changes for digital program
- Attend events + content captured
- Event support

## **OCTOBER**

- Social Media / Marketing / PR campaign
- Ticketing / event changes for digital program
- Event content captured
- Event support
- **11 October** - Bloom 2026 Ends

## **NOVEMBER**

- Feedback from event holders
- Acquittals and reports
- Event signage returns

## **DECEMBER**

- Acquittals and reports

