

ONRSR Ref: A640985  
Your Ref:

25 August 2016

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Dear Mr Shervill

### **Road Rail Interface Agreements – Non Operational Lines**

The *Rail Safety National Law* requires that rail infrastructure managers and road managers seek to enter into interface agreements for the purpose of managing risks to safety at road/rail interfaces.

Non-operational lines although not currently in use still require an assessment of risk to be conducted and an agreement to be in place.

The agreement should identify that there is no current risk to safety and in the event the line becomes operational or changes status in the future then a further assessment of risk will be conducted

If you require any further information please contact Adele Matthews by email at [adele.matthews@onrsr.com.au](mailto:adele.matthews@onrsr.com.au) or on 0447 499 241

Yours sincerely



**Peter Cumming**  
Branch Director (Western Australia)

# **Interface Agreement**

## ***Rail Safety National Law (WA) Act 2015***

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# **Public Road and Rail Crossing At Grade Interfaces**

## **BETWEEN**

Brookfield Rail Pty Ltd

## **AND**

The Shire of Katanning

## **AND**

The Commissioner of Main Roads/

Main Roads Western Australia

10/10/2016

## DOCUMENT CONTROL

Version	Date	Amended By	Details of Amendment
<b>1.0</b>	21/01/2013	Not Applicable	Original Issue
<b>2.0</b>	20/01/2014	Brookfield Rail	General revision. Responsibilities clarified. Background information added. Demarcation diagram revised. Reformatted.
<b>2.1</b>	Not Issued	Brookfield Rail	Insertion of definition for Non-Operational Line. Amendment to the clauses 1.4, 5.2 & 13.5. Insertion of additional clause as 9.4 and consequential numbering amendments.
<b>2.2</b>	Not Issued	Brookfield Rail	Amended to incorporate changes to legislation
<b>2.3</b>	10/10/2016	Brookfield Rail	General revision. Further clarifications added to clause 5.

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# INTERFACE AGREEMENT

Between the parties

BR	<b>Brookfield Rail Pty Ltd</b> ABN 42 094 721 301 of 2-10 Adams Drive, Welshpool, Western Australia 6106
Shire	<b>Shire of Katanning</b> ABN 37 965 647 680 of 16-24 Austral Terrace, Katanning, Western Australia 6317
MRWA	<b>Commissioner of Main Roads/Main Roads Western Australia</b> ABN 50 860 676 021 of Waterloo Crescent, East Perth, Western Australia 6004
Background	<ol style="list-style-type: none"><li>1. Brookfield Rail Pty Ltd (BR) is the Rail Infrastructure Manager for the freight rail network in the southern part of Western Australia and is accredited for this purpose pursuant to Schedule Part 3 Division 4 of the Act.</li><li>2. The Shire of Katanning is the local government body having charge of the roads and streets in its district and as such is the Road Manager of the local Public Roads (defined as secondary roads for the purposes of the <i>Main Roads Act 1930</i>) within its district.</li><li>3. The Commissioner of Main Roads has charge of main roads and highways (as defined in the <i>Main Roads Act 1930</i>) in Western Australia and as such is the Road Manager of main roads and highways. The Commissioner of Main Roads also has certain powers under the <i>Road Traffic Code 2000</i> with respect to the erection of traffic control signals and road signs (includes road markings), and additionally has agreements in place with local governments for certain maintenance aspects referred to in this Agreement.</li><li>4. Clause 107 of the Act requires the Road Managers of Public Roads and Rail Infrastructure Managers to identify and assess risks to safety associated with road and rail interfaces and to seek to enter into an Interface Agreement for the purpose of managing those risks.</li><li>5. This Agreement comprises the Interface Agreement between the parties.</li></ol>

The parties agree as follows:

## 1. PURPOSE

- 1.1 Public Road Managers and Rail Infrastructure Managers are required under clause 107 of the Act to identify and assess risks to safety associated with road and rail interfaces and to seek to enter into an Interface Agreement for the purpose of managing those risks.
- 1.2 The parties to this Interface Agreement recognise the need for an open and collaborative approach to identify, assess and manage risks to safety associated with road and rail interfaces, and commit to fully co-operate in all aspects of that need.
- 1.3 This Agreement:
  - (a) Provides a framework within which the parties commit to co-operatively manage the identified safety risks;
  - (b) Sets out and describes the responsibilities of the respective parties to this Agreement relating to the Interfaces specified in Schedule 1; and
  - (c) Provides the mechanism to jointly manage risks for the safe operation of rail and road movements at the Interfaces specified in Schedule 1.
- 1.4 This Agreement primarily relates to the responsibilities of each party in managing the safety risks at the Interfaces identified in Schedule 1 of this Agreement as amended from time to time. It is not intended to address cost, or cost distribution of compliance. To the extent that any cost is referred to in this Agreement, it is for general guidance only. Existing agreements relating to liability for cost remain unchanged.
- 1.5 This Agreement relates to At Grade Crossing Interfaces only. Where a grade separated Interface exists (i.e. where a Road or Footpath crosses over or passes under any railway by means of a bridge, overpass, tunnel or subway), this will be dealt with by a separate Interface Agreement.
- 1.6 This Agreement relates to Public Roads only. Where an Interface exists with a road other than a Public Road, a separate Interface Agreement may be entered into with the Road Manager of that private road under clause 108 of the Act.

## 2. DEFINITIONS

The meanings of the terms used in this Agreement are set out below:

Term	Meaning
<b>Act</b>	<i>Rail Safety National Law (WA) Act 2015</i> (as amended from time to time).
<b>Agreement</b>	This document including any schedules and annexures.
<b>ALCAM</b>	Australian Level Crossing Assessment Model – a tool used in the risk assessment of a Level Crossing.
<b>At Grade Crossing</b>	Where a Road or Footpath crosses a rail line at the same level.

<b>Carriageway</b>	The trafficable surface of a Road, ordinarily used for vehicular traffic.
<b>Corrective Action Report</b>	A report or similar that details specific actions designed to reinstate or maintain safety at a crossing and which identifies the entity responsible for the actions.
<b>Danger Zone</b>	The area encompassing the rail lines and extending 3 metres horizontally either side from the outer rails, including any distance above or below this area.
<b>Disused (Non-Operational) Line</b>	A railway line with rail infrastructure that remains in place which under current network operations no rail traffic is expected but which may carry machines, vehicles and equipment for minimal railway maintenance and/or inspection.
<b>Dormant (Non-Operational) Line</b>	A railway line with rail infrastructure that remains in place which under current network operations does not carry routine freight or passenger rail traffic but which does regularly carry machines, vehicles and equipment for railway maintenance and/or inspection.
<b>Footpath</b>	An area that is open to the public that is designated for, or has as one of its main uses, use by pedestrians. This includes, but is not limited to, a shared path, dual use path and bicycle path.
<b>Incident</b>	An occurrence at or affecting an Interface, which has the potential to adversely impact or has resulted in an adverse impact to the safety of persons or infrastructure or Road or train operations.
<b>Inspection</b>	An inspection carried out by a party based on their responsibility towards the Interface, as deemed appropriate by the party and in accordance with their processes or procedures.
<b>Interface</b>	The location where a rail line intersects or interacts with a Road or Footpath. For the purposes of this Agreement, this includes Level Crossings, Pedestrian Crossings and Mid-block Crossings.
<b>Interface Agreement</b>	<p>An agreement in writing about managing risks to safety identified and assessed under Schedule Part 3 Division 6 Subdivision 2 of the Act that includes provisions for –</p> <ul style="list-style-type: none"> <li>(a) implementing and maintaining measures to manage those risks; and</li> <li>(b) the evaluation, testing and, where appropriate, revision of those measures; and</li> <li>(c) the respective roles and responsibilities of each party to the agreement in relation to those measures; and</li> <li>(d) procedures by which each party to the agreement will monitor compliance with the obligations under the agreement; and</li> </ul>

- (e) a process for keeping the agreement under review and its revision.

<b>Level Crossing</b>	An area where a Road and a railway meet at substantially the same level, whether or not there is a “level crossing” sign on the road at all or any of the entrances to the area.
<b>Mid-block Crossing</b>	An area where a Footpath crosses a railway not adjacent to a Level Crossing that includes a Carriageway.
<b>Pedestrian Crossing</b>	An area where a Footpath crosses a railway adjacent to a Level Crossing that includes a Carriageway.
<b>Public Road</b>	A Road as defined below.
<b>Rail Infrastructure</b>	<p>The facilities that are necessary to enable a railway to operate safely and includes, but is not limited to –</p> <ul style="list-style-type: none"> <li>(a) railway tracks, and associated track structures; or</li> <li>(b) service roads, signalling systems, communication systems, rolling stock control systems and data management systems; or</li> <li>(c) notices and signs; or</li> <li>(d) electrical power supply and electric traction systems; or</li> <li>(e) associated buildings, workshops, depots and yards.</li> </ul>
<b>Rail Infrastructure Manager</b>	<p>In relation to rail infrastructure of a railway, means the person who has effective management and control of the rail infrastructure, whether or not the person –</p> <ul style="list-style-type: none"> <li>(a) owns the rail infrastructure; or</li> <li>(b) has a statutory or contractual right to use the rail infrastructure or to control, or provide, access to it.</li> </ul>
<b>Road</b>	Any highway, road or street open to, or used by, the public and includes every carriageway, footway, reservation, median strip and traffic island thereon.
<b>Road Infrastructure</b>	<ul style="list-style-type: none"> <li>(a) the infrastructure which forms part of a road, footpath or shoulder, including – <ul style="list-style-type: none"> <li>(i) structures forming part of the road, footpath or shoulder; or</li> <li>(ii) materials from which a road, footpath or shoulder is made.</li> </ul> </li> <li>(b) the road-related infrastructure including infrastructure which is installed or constructed to – <ul style="list-style-type: none"> <li>(i) facilitate the operation or use of the road or footpath; or</li> <li>(ii) support or protect the road or footpath;</li> </ul> </li> <li>(c) all bridges, viaducts, tunnels, culverts, grids, approaches and other things appurtenant to the road or footpath or used in connection with the road or footpath.</li> </ul>



## Road Manager

In relation to a Public Road means a Local Government or the Commissioner of Main Roads. For the purposes of this Agreement, the Road Manager means that party identified as the Road Manager of each Interface set out in Schedule 1.

### 3. SCOPE OF THE AGREEMENT

- 3.1 This Agreement applies to the management of risks at the Interfaces specified in Schedule 1 and includes provision for the requirements of clause 107 of the Act.

### 4. TERM OF INTERFACE AGREEMENT

- 4.1 This Agreement will commence on the date of execution by the last party.
- 4.2 This Agreement will be reviewed by the parties upon the earlier of:
- (a) a change in circumstance occurring in relation to any of the Interfaces specified in Schedule 1; or
  - (b) the 5 year anniversary of the date of commencement of this Agreement,
- and in any event will be subject to ongoing review at least once every 5 years.

### 5. RESPONSIBILITIES OF PARTIES

#### 5.1 Primary sources of responsibility

In addition to the Act, the parties to this Agreement have responsibilities for Interfaces which are derived from various sources and which include:

#### ***Railway Crossing Protection in Western Australia – Policy and Guidelines***

This document (prepared by Main Roads WA) outlines the level of control required at all railway Level Crossings in Western Australia.

#### ***Public Works Act 1902 (WA)***

#### **Maintenance of public roads at railway crossings and near railway stations**

Section 103(1) of the *Public Works Act 1902* provides that where a road or street crosses a railway on the level, the local authority having charge of the roads or streets in the district shall maintain the road and crossing on the railway, and for a distance on each side of 10 metres outside the railway.

#### ***Road Traffic Code 2000 (WA)***

#### **Power to erect traffic-control signals and road signs**

Regulation 297(1) of the *Road Traffic Code 2000 (WA)* empowers the Commissioner of Main Roads to *erect, establish or display, and alter or take down any road sign, road marking or traffic control signal* on a Public Road.

In the context of a Level Crossing, this includes approval for the level of control of:

- the regulatory GIVE WAY and STOP signs at passive crossings;
- regulatory traffic control signals including flashlights or boom barriers at active crossings;
- all warning signs including static and active advance warning signs;
- all road markings including holding lines, barrier centre lines and yellow box markings; and
- other complimentary signage such as speed zones, adjacent regulatory signs or traffic signals on roads.

#### ***Local Government Act 1995***

#### **Notices requiring certain things to be done by the owner or occupier of land**

Section 3.25 of the Local Government Act 1995 empowers a Local Government to give a person who is the owner or, unless Schedule 3.1 indicates otherwise, the occupier of land a notice in writing relating to the land requiring the person to do anything specified in the notice that is prescribed in Schedule 3.1, Division 1.

#### ***Rail Safety National Law (WA) Act 2015***

#### ***Rail Safety National Law (WA) Regulations 2015***

#### ***Rail Safety National Law (WA) (Alcohol and Drug Testing) Regulations 2015***

#### **Safety management system**

BR is an accredited rail transport operator under the Act and as such has statutory obligations under the Act and Regulations, including responsibility for ensuring the compliance of all rail related works on corridor land with the Act and Regulations. BR's activities are regulated by the Office of the National Rail Safety Regulator. In accordance with clause 99 of the Act, BR has in place a safety management system in respect of its railway operations. It is a requirement of that safety management system that, where necessary, persons carrying out rail safety work on corridor land are required to hold a Track Access Permit.

### **5.2 Allocation of specific actions and activities**

Where not otherwise subject to separate agreement, the parties agree that each party to this Agreement will undertake the following actions/activities in respect of the Interfaces specified in Schedule 1:

#### **Main Roads Western Australia/Commissioner of Main Roads (MRWA)**

- Install and maintain the appropriate regulatory signs, warning signs, road markings and advance flashing warning panels on Public Road approaches to Level Crossings – excludes signage affixed to railway hardware.

## **Road Manager – Local Government**

- Maintain the Road approaches up to three metres (3m) either side from the outside running rail.
- Arrange, undertake and maintain any vegetation clearing and/or removal of other physical obstructions on Roads to provide requisite driver visibility sightlines on the approaches to Level Crossings (including any negotiations with private property owners if required)
- Notify the Rail Infrastructure Manager of any road works planned, either of a temporary or permanent nature, in the vicinity of a crossing. (See section 9 of this Agreement)
- Notify the Rail Infrastructure Manager of any change in land use adjacent to an Interface or any change in Level Crossing use.
- Report to MRWA any damaged and unserviceable line marking and signage associated with a Level Crossing identified during inspection of the local road network in accordance with normal maintenance regimes.

## **Rail Infrastructure Manager**

- Arrange and coordinate installation of flashing lights, boom barriers, warning bells and advance warning sign control devices (in accordance with MRWA's renewal and upgrade programme).
- Maintenance of above equipment and devices in conjunction with MRWA.
- Undertake and maintain any vegetation clearing and/or removal of other physical obstructions within the rail corridor to provide adequate visibility on the approaches to Level Crossings.

Only accredited personnel holding a Track Access Permit are permitted to perform certain work within the rail corridor or within the Danger Zone (see diagram annexed as Appendix B). Works within the Danger Zone are generally undertaken by the Rail Infrastructure Manager due to the rail safety risks associated with works within the Danger Zone however subject to the necessary approvals from the Rail Infrastructure Manager works may be undertaken by the Road Manager. Accordingly, unless otherwise agreed and subject to prior written agreement between and as required by the parties, the following activities are carried out by the Rail Infrastructure Manager at the cost of either the Local Government or MRWA as indicated in brackets below<sup>1</sup>:

- Level Crossings - Maintain the roadway within three metres (3m) of the outside running rails. (Local Government)
- Pedestrian Crossings - Install and maintain flashing lights, warning bells, pedestrian mazes, gates and crossing paths (not approach paths) as applicable, including any signage affixed to these devices. (MRWA or Local Government in accordance with renewal and upgrade programme).<sup>2</sup>

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<sup>1</sup> The indication of party responsible for cost should be used as a general guide only. All works are site and case specific.

<sup>2</sup> There may be instances where the distinction between Pedestrian and Midblock Crossings is unclear, in such cases works required and division of cost must be negotiated and agreed between the Local Government and MRWA prior to the works being undertaken.

- Mid-block Crossings - Install and maintain flashing lights, warning bells, pedestrian mazes, gates and crossing paths (not approach paths) as applicable, including any signage affixed to these devices. (Local Government).<sup>2</sup>
- Crossing Control Upgrades – Installation of flashing lights, boom barriers, warning bells and advanced warning sign control devices (MRWA in accordance with MRWA's renewal and upgrade programme).

#### **Reciprocal action for all parties**

- Notify each other party of material changes to usage of an Interface of which a party is aware. These changes may arise from things such as higher speed rail or road traffic, increased volume of rail or road traffic (for example arising from a change in land usage or development) or change of road vehicle types or change to road designation (for example to an oversize vehicle route). If the parties identify a new risk (or increased level of an existing risk), the parties must, as appropriate reassess and manage these risks so far as is reasonably practicable.

## **6. AGREEMENT OF PARTIES**

### **6.1 Each party agrees to:**

- (a) Commit to the highest standards of safety in performing its functions or conducting its business so far as is reasonably practicable;
- (b) Work co-operatively with the other parties, and with third party entities whose activities may give rise to risks at or near an Interface, to identify and assess risks at Interfaces and develop, implement and monitor measures to manage the risks;
- (c) Carry out the identification, assessment, allocation and management of risk in accordance with accepted risk management practice;
- (d) Commit to continued management of the Interface; and
- (e) Conform to the appropriate standards, policies and guidelines relevant to their respective operations.

## **7. IDENTIFICATION, ASSESSMENT AND MANAGEMENT OF RISK**

7.1 The Rail Infrastructure Manager and Road Manager have an ongoing obligation to identify and assess, so far as is reasonably practicable, risks to safety that may arise in relation to the Interfaces the subject of this Agreement.

7.2 Clause 109 of the Act provides that for the purpose of identifying and assessing the risks to safety at an Interface, a party may:

- (a) by itself identify and assess those risks; or
- (b) identify and assess those risks jointly with another party; or
- (c) adopt the identification and assessment of those risks carried out by another party to this Agreement.

- 7.3 As a minimum, the following must be carried out in respect of each Interface:
- Identify the type of Interface;
  - Identify the location of the Interface;
  - Identify the risks to safety at each Interface;
  - Determine measures to manage, so far as is reasonable practicable, those risks; and
  - Assign responsibility for the management measures determined to the appropriate party.
- 7.4 ALCAM has been designed for and is used as a tool for risk assessment of Level Crossings. Each crossing is assessed uniformly using a standardised procedure to gather crossing data. The model then provides a risk score for each Level Crossing which enables the comparison of relative risk across all crossings within a given group (locality/line etc.). This model has been or will be used to assess risks at Interfaces the subject of this Agreement.
- 7.5 Where there has been a material change in relation to an Interface and such change is likely to affect the ALCAM assessment obtained in respect of an Interface, then the parties must arrange for the Interface to be re-assessed.
- 7.6 Either party may, by notice in writing to the other, instigate a re-assessment where it is deemed necessary.
- 7.7 Following an ALCAM assessment, if any corrective action is required in respect of an Interface, a Corrective Action Report (or similar) may be prepared. This will outline the action required for mitigation or elimination of unacceptable risks identified and the party responsible for carrying out the action.

## **8. INCIDENT MANAGEMENT**

- 8.1 Rail Infrastructure Managers and Road Managers shall manage incidents wholly within their area of responsibility in accordance with each party's incident management plan.
- 8.2 Incidents affecting both Rail Infrastructure and Road Infrastructure across an Interface should be managed jointly and cooperatively by the parties.
- 8.3 The established information sharing protocols shall be followed during an emergency incident.
- 8.4 Unless required by law or to ensure safety, the parties shall not engage in any conduct that is likely to prejudice an investigation into an Incident and reserve the right to undertake timely inspection of any Rail or Road Infrastructure, rolling stock or other property of the respective parties damaged as a result of an Incident.
- 8.5 The Rail Infrastructure Manager shall report rail safety Incidents to the National Rail Safety Regulator under the terms of its accreditation.

- 8.6 In the case of major Incidents involving serious injury or death, the activities of the parties may come under the control of emergency services organisation as detailed in BR's Westplan.
- 8.7 BR's Westplan (State Emergency Management Plan for BR Emergencies) is available on BR's website ([www.brookfielddrail.com](http://www.brookfielddrail.com)) and at the State Emergency Management Committee website ([www.semc.wa.gov.au](http://www.semc.wa.gov.au)).

## 9. WORKS

- 9.1 The parties acknowledge that any road or other works conducted in the vicinity of Interfaces can adversely affect the level of safety at that Interface.
- 9.2 In any case where any road or other works are likely to impact on the safety of rail operations, the Road Manager shall notify the Rail Infrastructure Manager of works planned, either of a temporary or permanent nature, in the vicinity of an Interface.
- 9.3 The need for such notification will depend on the level of risk of the work to be undertaken and the proximity of the work activity to the Interface. As a general guide, the table below shows the minimum distances from the railway within which any road or other works should not proceed without prior notification to the Rail Infrastructure Manager. Contact details are provided in the Rail Infrastructure Manager Details section of this Agreement.

Speed Limit Km/h	Distance from railway (m)
<70	150
70 to 90	200
>90	300

- 9.4 In any case where rail works are likely to impact on the safety of road operations, the Rail Infrastructure Manager shall notify the Road Manager of works planned, either of a temporary or permanent nature, in the vicinity of an Interface.
- 9.5 Emergency maintenance works

The parties will work cooperatively to minimise response times where emergency maintenance works are required to be undertaken at an Interface. Contact details of the applicable emergency contact personnel for each party is to be maintained by the respective parties in Appendix A.

## 10. PERSONNEL MANAGEMENT

### 10.1 Competency

Each party shall ensure that its workers carrying out activities in or about the Interface comply with the relevant safe working procedures, rules and policies developed by the party or as detailed in their organisation specific conditions. Such procedures, rules and policies must be consistent with the party's obligations under all applicable Law.

### 10.2 Safe Access by other parties

Each party may make use of third parties under contract or otherwise to deliver any aspect of its operational or infrastructure obligations at or affecting the Interface.

The party engaging the service of a third party shall ensure that any personnel working in or about an interface is fully informed as to the requirements of working in such a locality including any required accreditation, documentation, training, site induction or similar provisions.

The parties will ensure that their respective contractors and subcontractors will comply with this Agreement when engaged in works to which this Agreement relates. In particular third parties must be made aware of the requirements relating to working in the "Danger Zone" as shown in Appendix B.

## 11. AMENDMENT

11.1 The parties may without formal amendment to this Agreement, amend Schedule 1 from time to time by written agreement to allow for Interfaces to be added or removed as required. An updated Schedule becomes effective when it is dated and signed by all parties.

11.2 The parties may without formal amendment to this Agreement, amend Appendix A as per Clause 14.3.

## 12. CHANGE OF OWNERSHIP

12.1 A party to this Agreement undergoing a change in ownership shall notify the other parties as soon as practicable. Contact details for each party are as specified in this Agreement.

12.2 The change of ownership of either a Rail Infrastructure Manager or Road Manager shall require the re-negotiation of this Agreement to identify the new owners and inform them of their responsibilities.

12.3 Rail Infrastructure Managers are obliged to meet all regulatory requirements for transfer or assignment of accreditation, including clauses 79 and 80 of the Act.

## 13. AUDITING AND COMPLIANCE

### 13.1 Maintaining and Monitoring Compliance

- (a) The parties shall be jointly responsible through their nominated representatives for maintaining and monitoring compliance with this Agreement.
- (b) In the event of an emergency, and it is not possible to comply with this Agreement, every effort shall be made by the non-complying party to consult with other parties to the Agreement to determine the best course of action to ensure the safest conduct of activities at the Interface.

### 13.2 Register of Interface Agreements

In accordance with clause 111 of the Act, each party shall maintain a register of the Interface Agreements to which they are a party using their existing internal information and/or document management systems.

### 13.3 Record of Corrective Action Reports

The parties shall keep a record of all Corrective Action Reports.

### 13.4 Reporting Instances of Non-Compliance

Instances of non-compliance shall be brought to the attention of relevant compliance officers of each party to be dealt with in accordance with their internal procedures.

### 13.5 Safety Auditing Compliance

- (a) The Rail Infrastructure Manager shall conduct regular Inspections.
- (b) The Road Manager shall conduct regular Inspections to ensure the safety performance of the approach roads to an Interface are assessed as part of maintenance responsibilities in the context of the Local Government's road network.
- (c) The parties shall jointly reassess the risk to safety of an Interface after a major Incident.
- (d) Should a party discover a defect in another party's infrastructure, the party making the discovery will use best endeavours to share the relevant details with the other party as soon as is reasonably practicable.

### 13.6 Reciprocal Inspections and Audits

In the event the parties agree there is an issue adversely affecting Interface safety, the parties shall allow the conduct of relevant reciprocal inspections or audits to facilitate remedial action.



## 14. COMMUNICATIONS

- 14.1 The parties shall promptly notify each other of any occurrence or Incident which affects the responsibilities of any of the other parties to this Agreement in respect of an Interface.
- 14.2 Contact details for each party as identified in Appendix A are to be used in emergency situations or during normal course of business as appropriate.
- 14.3 All parties agree to regularly update Appendix A as changes occur. Updating of Appendix A can be carried out at any time by any Party for its own organisation without requiring approval from the other parties. The party amending its contact details shall forward to the other parties updated copies of Appendix A ensuring the Appendix A - Document Control table is appropriately updated prior to forwarding.

## 15. DISPUTE RESOLUTION

- 15.1 The parties agree to resolve all disputes in good faith.
- 15.2 Should a dispute arise between the parties in connection to this Agreement, a party may issue a written notice of dispute to the other party or parties.
- 15.3 Within 14 days, or as otherwise agreed by the parties, of receipt of a dispute notice, senior officers of each party shall meet or communicate to resolve the dispute.
- 15.4 If the senior officers are unable to resolve the dispute, Chief Executive Officers of the parties shall meet or communicate as soon as is practicable to attempt to resolve the dispute.
- 15.5 If the dispute is not resolved, then either party may refer the dispute to mediation by a single mediator by giving notice in writing to the other party or parties. If the parties are unable to agree upon the mediator and the mediator's remuneration, the mediator will be the person appointed by and the remuneration of the mediator is the amount determined by, the President of the Institute of Arbitrators & Mediators Australia (WA Chapter). Each party will bear its own costs relating to preparation and attendance at mediation, with the costs of the mediator being borne equally by the parties.
- 15.6 Failing resolution of the dispute at mediation, it will be open to any party to the dispute to commence legal proceedings.

## EXECUTION PAGE

This Interface Agreement is signed and witnessed on behalf of Brookfield Rail Pty Ltd by the following authorised representative:

SIGNED: _____	WITNESSED: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

This Interface Agreement is signed and witnessed on behalf of the Shire of Katanning by the following authorised representative:

SIGNED: _____	WITNESSED: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

This Interface Agreement is signed and witnessed on behalf of Main Roads Western Australia by the following authorised representative:

SIGNED: _____	WITNESSED: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

## SCHEDULE 1 - LIST OF RAIL AND ROAD INTERFACES

No	Name	Type of Interface	Road number	Rail Line and kms from datum of the Level Crossing	Description of Crossing control	Rail Infrastructure Manager responsible	Road Manager responsible
1	Trimmer Road	Road/rail crossing	308 0014	Line 31 - 265.871km	Stop Signs	Brookfield Rail	Shire of Katanning
2	McKenzie Road	Road/rail crossing	308 0041	Line 31 - 266.943km	Stop Signs	Brookfield Rail	Shire of Katanning
3	Climie Road	Road/rail crossing	308 0145	Line 31 - 271.700km	Stop Signs	Brookfield Rail	Shire of Katanning
4	Baker Road	Road/rail crossing	308 0155	Line 31 - 275.120km	Stop Signs	Brookfield Rail	Shire of Katanning
5	Katanning-Dumbleyung Road	Road/rail crossing	308 0221	Line 31 - 276.473km	Flashlights	Brookfield Rail	Shire of Katanning
6	Mid-block PED (Katanning)	PED/rail crossing	Shire	Line 31 - 276.850km	Mazes	Brookfield Rail	Shire of Katanning
7	Arbour Street	Road/rail crossing	308 0028	Line 31 - 277.142km	Flashlights	Brookfield Rail	Shire of Katanning
8	PED adjacent to Arbour Street	PED/rail crossing	308 0028	Line 31 - 277.146km	Adjacent Active	Brookfield Rail	Shire of Katanning
9	PED adjacent to Clive Street.	PED/rail crossing	308 0290	Line 31 - 277.454km	Adjacent Active	Brookfield Rail	Shire of Katanning
10	Clive Street.	Road/rail crossing	308 0290	Line 31 - 277.462km	Flashlights	Brookfield Rail	Shire of Katanning
11	PED adjacent to Clive Street.	PED/rail crossing	308 0290	Line 31 - 277.469km	Adjacent Active	Brookfield Rail	Shire of Katanning
12	PED adjacent to Bokarup Street.	PED/rail crossing	308 0032	Line 31 - 277.962km	Stop Signs	Brookfield Rail	Shire of Katanning
13	Bokarup Street.	Road/rail crossing	308 0032	Line 31 - 277.970km	Boom-Gates	Brookfield Rail	Shire of Katanning
14	Creek Street	Road/rail crossing	308 0138	Line 31 - 278.750km	Flashlights	Brookfield Rail	Shire of Katanning
15	Schultz Road	Road/rail crossing	308 0153	Line 31 - 283.471km	Stop Signs	Brookfield Rail	Shire of Katanning
16	McAuliffe Road	Road/rail crossing	308 0111	Line 31 - 285.790km	Stop Signs	Brookfield Rail	Shire of Katanning
17	Murdong Road	Road/rail crossing	308 0024	Line 31 - 287.112km	Stop Signs	Brookfield Rail	Shire of Katanning
18	Lisle Street	Road/rail crossing	308 0134	Line 63 - 0.771km*	Give Way Signs	Brookfield Rail	Shire of Katanning
19	Daping Street	Road/rail crossing	308 0009	Line 63 - 1.400km*	Give Way Signs	Brookfield Rail	Shire of Katanning
20	Depot Road	Road/rail crossing	308 0156	Line 63 - 3.775km*	Give Way Signs	Brookfield Rail	Shire of Katanning
21	Reserve Road	Road/rail crossing	308 0140	Line 63 - 6.570km*	Give Way Signs	Brookfield Rail	Shire of Katanning
22	Lake Coyrecup Road	Road/rail crossing	308 0069	Line 63 - 13.720km*	Give Way Signs	Brookfield Rail	Shire of Katanning
23	Langaweira Road	Road/rail crossing	308 0016	Line 63 - 17.010km*	Stop Signs	Brookfield Rail	Shire of Katanning
24	Thomas Road.	Road/rail crossing	308 0137	Line 63 - 21.130km*	Unprotected	Brookfield Rail	Shire of Katanning
25	Hotker Road	Road/rail crossing	308 0121	Line 63 - 23.150km*	Give Way Signs	Brookfield Rail	Shire of Katanning
26	Coyrecup South Road	Road/rail crossing	308 0039	Line 63 - 26.729km*	Give Way Signs	Brookfield Rail	Shire of Katanning
27	Badgebup North Road	Road/rail crossing	308 0023	Line 63 - 35.031km*	Give Way Signs	Brookfield Rail	Shire of Katanning

\*This section of rail line currently Dormant (Non-Operational)

\*\*This section of rail line is currently Disused (Non-Operational)

## APPENDIX A – CONTACT DETAILS

### RAIL INFRASTRUCTURE MANAGER DETAILS

Brookfield Rail Pty Ltd  
2-10 Adams Drive  
WELSHPOOL WA 6106

General: 08 9212 2800  
Emergency: 1300 987 246 (BR Train Control)  
OHS: (08) 9442 8820 (OHS Specialist)

### ROAD MANAGER DETAILS

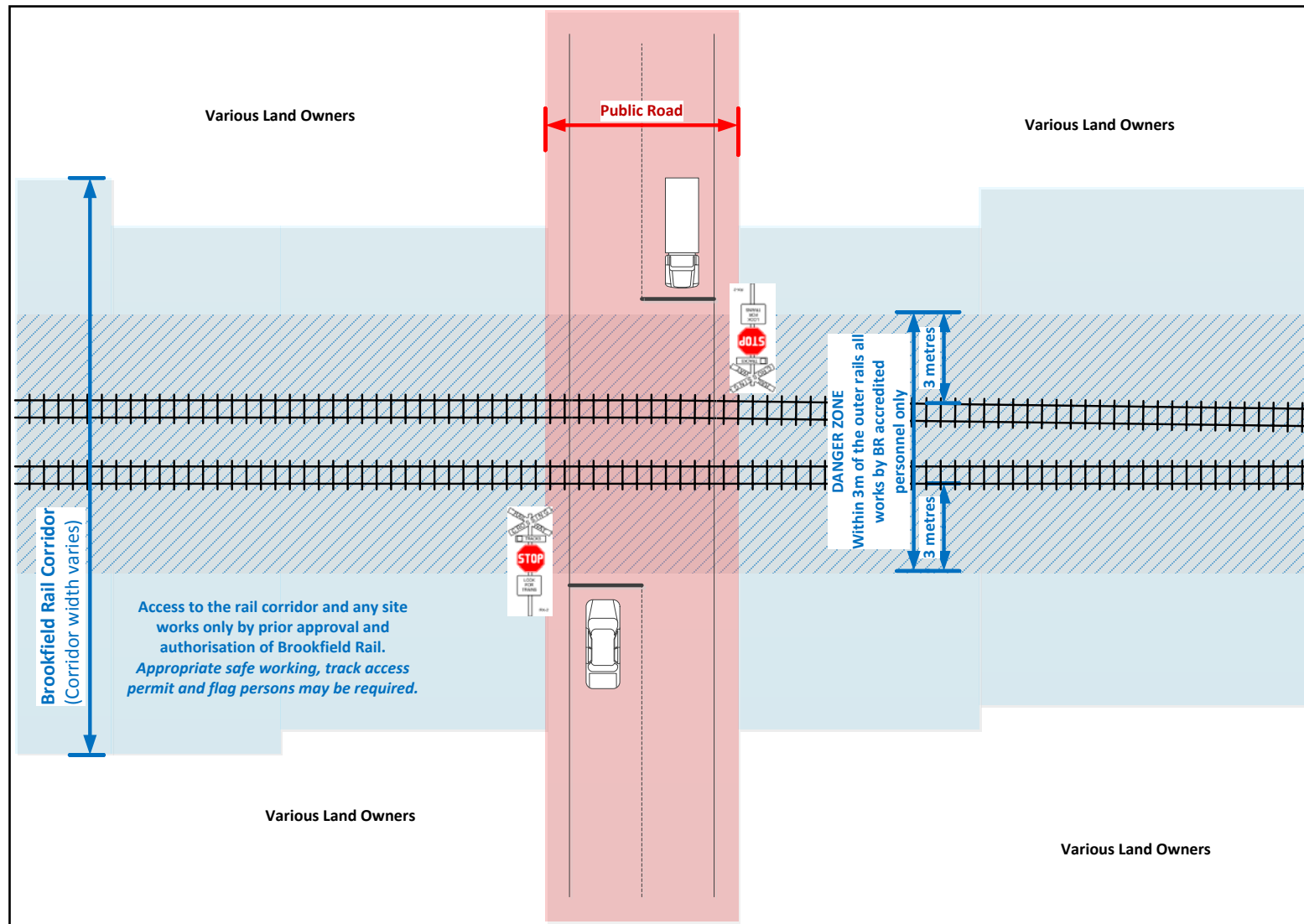
The Shire of Katanning  
16-24 Austral Terrance  
KATANNING WA 6317  
General: 08 9821 9999

### MRWA DETAILS

Main Roads Western Australia  
Waterloo Crescent  
EAST PERTH WA 6004  
General: 13 81 38  
Emergency: 13 81 38

Appendix A – Document control		
Amended by	Date	Distributed to the following contacts of other parties

## APPENDIX B - AREAS OF DEMARCATION



For the purposes of  
this Interface  
Agreement, at a  
typical Level  
Crossing

The road reserve as shown in red.

The rail corridor as shown in blue.

Within 3 metres of the outer rail all work must be carried out by Brookfield Rail accredited personnel. (area shown hatched, the "Danger Zone").

## APPENDIX C - REFERENCE DOCUMENTS

Reference documents include:

*Rail Safety National Law (WA) Act 2015*

*Rail Safety National Law (WA) Regulations 2015*

*Rail Safety National Law (WA) (Alcohol and Drug Testing) Regulations 2015*

AS1742.7: 2007 – Manual of Uniform Traffic Control Devices - Railway Crossings

AS 1742.3: 2009 – Manual of Uniform Traffic Control Devices – Traffic control for works on roads

AS 4292.2: 2006 – Railway Safety Management – track, civil and electrical infrastructure

Main Roads WA – Railway Crossing Protection in WA – Policy and Guidelines

*Road Traffic Code 2000*

*Road Traffic Act 1974*

*Main Roads Act 1930*

*Public Works Act 1902*

*Local Government Act 1995*

AS/NZS ISO 31000: 2009 – Risk Management – Principles and guidelines

AS/NZISO 4801:2001 - OSH

Main Roads WA – Traffic Management for Works on Roads – Code of Practice

Rail Infrastructure Manager Operating Rules

Westplan: State Emergency Management Plan for Brookfield Rail Emergencies – Version September 2011, Review date December 2013

Copies of most documents are available from the State Law Publisher website or from the Road Safety Branch, MRWA – phone 9323 4111.







**SHIRE OF KATANNING - PIESSE LAKE LOCAL STRUCTURE PLAN - SPN/2031**  
**LIST OF SUBMISSIONS**

<b>No.</b>	<b>Name/Address of Submitter</b>	<b>Summary of Submission</b>	<b>Date</b>	<b>Officers Comment / Recommendation</b>	<b>Council Recommendation</b>
<b>1</b>	The Housing Authority, Hannelie Evans Senior Planner, 99 Plain Street East Perth 6004	1) Proposal is consistent with Katanning SuperTowns Growth and Implementation Plan. 2) Supports the revitalisation of Piesse Lake Botanical and associated public open space. 3) As affordable housing provider, Department of Housing supports the diversification housing products proposed within the Structure Plan, which will greatly improve the housing choice and opportunities for ageing in place in Katanning.	15/07/2016	1) Support Noted  2) Support Noted  3) Support Noted	Submission Noted
<b>2</b>	Main Roads WA Chris Grant - Asset Management Officer Great Southern Region	1) Piesse Lake - no concerns.	5/08/2016	1) Noted	Submission Noted
<b>3</b>	Department of Water Brendon Kelly - Senior Natural Resource Management Officer	1) The PLSP (Piesse Lake Structure Plan) has several concept structure plans that vary considerably and there is also a different concept plan that has been used in developing the LWMS (Local Water Management Plan). 2) Some of these plans are also in conflict with the PLMP (Piesse Lake Structure Plan). 3) The structure plan is prepared prior to finalisation of the LWMS and PLSP, ensuring that it is consistent with land use as outlined in the PLMP. 4) Groundwater hydrology is understood, particularly maximum seasonal groundwater levels (to be contained within a revised copy of the PLSP LWMS). 5) Consideration should be made of how groundwater will be managed, including alternative stormwater approaches to mitigate risks of groundwater rise (to be contained within a revised copy of the PLSP LWMS).	13/09/2016	1 & 2) Upheld - Figure 1.1 of the report reflects the structure plan area and delineates proposed land uses. Appendix 6 provided options for 'information'. Considered to be superfluous. Plans/images used should be current and consistent.  3)Noted  (4, 5,7,8,9,10,11 and 12)- Comments Noted. Consider that the structure plan provisions and process has adequately addressed water management, revegetation, fire safety and	Submission Upheld  1 & 2) Figure 1.1 to be updated using current Aerial Image to show "as constructed" edge to Piesse Lake wetland. Images and Plans in the Structure Plan and Technical documents to be consistent.  Submission Noted

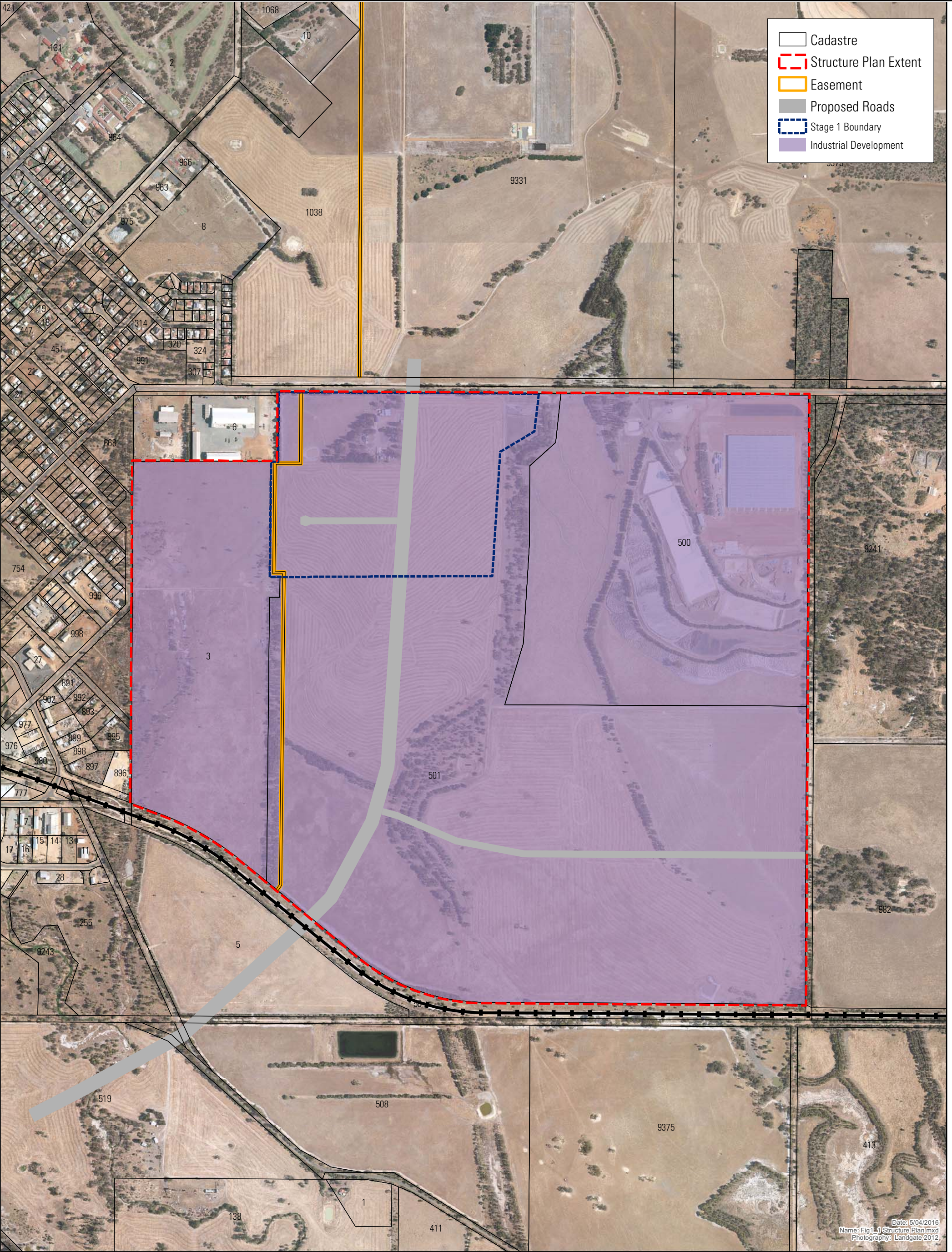


		<p>6) The 'Katanning Flood Assessment, Opus, 2013' be referred to DoW for peer review</p> <p>7) Water supply and reticulated wastewater services be secured and detailed in the LWMS.</p> <p>8) Stormwater management detailed in the LWMS must align with that outlined in the PLMP.</p> <p>9) The revegetation details provided in the PLMP should be included within the LWMS, as well as outlining agreed roles and responsibilities.</p> <p>10) The 'Bushfire Management Plan' be revised to take account of proposed revegetation as specified in PLMP.</p> <p>11) Tree retention - influences bushfire management planning assessments and foreshore management plans, to be addressed under the SP and assessed at subdivision, ensures that conflict across plans at subdivision does not occur.</p> <p>12) Environmental assessment - required as a provision listed in Table 9 of LPS No. 5, however not completed at the SP stage, whereby management of waterways was not discussed in the SP.</p>		<p>environmental considerations for this level of structure planning. Any additions/details/modifications to the wording in the document will be dealt with appropriately by the Department of Planning and Department of Water during the endorsement of the LWMS and Structure Plan, or during assessment of the UWMP at subdivision.</p> <p>The Shire of Katanning water management approach within the townsite, coupled with the Scheme provisions, will ensure that future subdivision and development will address water management requirements suitably.</p> <p>6) Noted. DOW has since advised that the Flood Study has been considered satisfactory.</p>	<p>DOW comments raised are technical and the detail will be addressed at endorsement, through detailed planning of the Heritage Centre Project (Piesse Lake/Regional Botanical Gardens) and/or in the subsequent Urban Water Management Plan. The Local Planning Scheme and structure plan provisions ensure that water management will be appropriately addressed through the subdivision and development processes.</p>
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## Shire of Katanning Piesse Lake Structure Plan - SPN/2031

<b>Schedule of Modifications</b>		
<b>No.</b>	<b>Modification</b>	<b>Reason</b>
1	Figure 1.1 Remove reference to R25 Density Coding [designate only as R40]	Response to comments received during adverting and to reflect Recommendations for 'Medium Density' Development as set out in the endorsed Planning Strategy and SuperTown Growth & Implementation Plan.
2	Figure 1.1 Update using current Aerial Image to show "as constructed" edge to Piesse Lake wetland.  Images and Plans within the Structure Plan and Technical documents to be consistent.	Accuracy, consistency and coherence with Regional Botanical Garden and Piesse Lake Master Plan.
3	Remove low density 'Concept Plans' from Appendix 6	Response to comments received during advertising.
4	Amend the document to include Ref: SPN/2031 to supplement/replace KATA/2016/1.	To accord with the reinstated Structure Plan numbering format.
5	Clause 1.4 – Local Development Plan Replace "facilitate" with "facility"	Typographical correction.
6	Clause 4.10 Implementation/other requirements Update to reflect deemed provisions relating to endorsement of Structure Plan.	To accord with Deemed Provisions of current Planning Regulations







**SHIRE OF KATANNING - INDUSTRIAL EXPANSION STRUCTURE PLAN - SPN/2029**  
**LIST OF SUBMISSIONS AND NOTIFICATIONS**

<b>No.</b>	<b>Name/Address of Submitter</b>	<b>Summary of Submission</b>	<b>Date</b>	<b>Officers Comment / Recommendation</b>	<b>Council Recommendation</b>
<b>1</b>	Housing Authority, Hannelie Evans Senior Planner, 99 Plain Street East Perth 6004	1) Supports the industrial expansion around the new sales yard and existing service industry and the effort to pursue economic development and the creation of employment in Katanning. 2) Supports the land use permissibility proposed within the structure plan area. 3) The Housing Authority stresses the need for all industrial buffer requirements to be addressed.	15/07/2016	1) Noted  2) Noted  3) Noted. The Structure Plan provisions require that all development has due regards to EPA and WAPC policy 4.1. The structure Plan is supported by Scheme provisions requiring that buffers to uses are to be captured within the structure plan area.	Submission Noted
<b>2</b>	Main Roads WA Chris Grant Asset Management Officer Great Southern Region	1) Industrial Expansion Area East of Town - Access from the Kojonup – Pingrup Rd to be located and designed to Main Roads requirements.	5/08/2016	1) Noted. Detail to be addressed during future planning.	Submission Noted
<b>3</b>	Department of Water Brendon Kelly - Senior Natural Resource Management Officer	1) DoW has assessed the IESP as not including food manufacturing activities, generally found in a 'Food Industry Precinct' (FIP), where value-adding processing facilities for agricultural plant and animal products are developed. 2) DoW recommends that specific use of the IESP area, particularly relating to any potential food processing, be addressed by the Shire of Katanning in its Local Planning Scheme.	13/09/2016	1) Noted  2) Noted	Submission Noted  DOW comments raised are technical and the detail will be addressed at endorsement or in the subsequent Urban Water Management Plan. The Local Planning Scheme and structure plan provisions ensure that water management will be appropriately addressed through the subdivision and development processes.

		<p>3) The 'Katanning Flood Assessment, Opus, 2013' be referred to DoW for peer review and upon approval, more detailed analysis be undertaken to validate whether the setting aside of 15ha of land for flood compensation is required.</p> <p>4) Groundwater hydrology is understood and integrated into stormwater management strategies, particularly maximum seasonal groundwater levels if on-site wastewater systems are proposed (to be contained within a revised copy of the IESP LWMS).</p> <p>5) Consideration should be made of how groundwater will be managed, including alternative stormwater approaches to mitigate risks of groundwater rise (to be contained within a revised copy of the IESP LWMS).</p> <p>6) Scheme and fit for purpose water supply and wastewater and industrial waste services be secured and detailed in the IESP LWMS.</p> <p>7) Lot scale nutrient management requirements be addressed in detail in the LWMS.</p> <p>8) A Foreshore Management Plan is developed to identify foreshore areas and detail agreed roles, responsibilities and indicative landscaping/revegetation proposals.</p> <p>9) The IESP delineates appropriate boundaries for the management of waterways and drainage infrastructure, informed by the LWMS and Foreshore Management Plans.</p> <p>10) The 'Bushfire Management Plan' be revised to take account of proposed revegetation as specified in Landscape and Foreshore Management Plans.</p>		<p>3) Noted. Water Management and Flood mitigation across the townsite are currently under review. Preliminary assessment indicates a reduced compensation area given the limited size of the catchment, extent of existing agricultural drains, land tenure, relatively large proposed lot sizes and potential upgrade of drainage infrastructure.</p> <p>(4-10) Comments (Advice) Noted. Consider that the structure plan provisions and process has adequately addressed water management for this level of structure planning. Any additions, details or modifications to the wording in the document will be dealt with by the Department of Planning and Department of Water during the endorsement of the LWMS and Structure Plan, or during assessment of the UWMP at subdivision.</p>	
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## Shire of Katanning Industrial Expansion Area Structure Plan - SPN/2029

<b>Schedule of Modifications</b>		
<b>No.</b>	<b>Modification</b>	<b>Reason</b>
1	Amend the document to include Ref: SPN/2029 to supplement/replace KATA/2016/3.	To accord with the reinstated Structure Plan numbering format.
2	Clause 4.1, delete 'Bed and Breakfast' and 'Family Day Care' from the list of discretionary land uses.	Uses are subsidiary to Single Dwelling which is X (not permitted) in the Industrial Development zone.
3	Clause 4.7 Implementation/other requirements Update to reflect deemed provisions relating to endorsement of Structure Plan.	To accord with Deemed Provisions of current Planning Regulations
4	Technical Appendices Images and Plans within the Structure Plan and Technical documents to be consistent	Accuracy and consistency







**SHIRE OF KATANNING - HENRY STREET LOCAL STRUCTURE PLAN - SPN/2030**  
**LIST OF SUBMISSIONS AND NOTIFICATIONS**

<b>No.</b>	<b>Name/Address of Submitter</b>	<b>Summary of Submission</b>	<b>Date</b>	<b>Officers Comment / Recommendation</b>	<b>Council Recommendation</b>
<b>1</b>	Housing Authority, Hannelie Evans Senior Planner, 99 Plain Street East Perth 6004	1) The Housing Authority support efforts to pursue economic development, strategic infrastructure and sustainable employment and therefore supports the Henry street structure plan which has been prepared in accordance with the Katanning SuperTown plan for Industrial purposes. 2) The Housing Authority owns property within 20m of the structure plan and therefore requires that any environmental impacts are retained onsite in accordance with EPA and WAPC requirements.	15/07/2016	1)Noted. 2) Noted. The Structure Plan provisions require that all development has due regards to EPA and WAPC policy 4.1. The structure Plan is informed by site characteristics and constraints (including buffers) and is supported by Scheme provisions requiring that buffers to uses are to be captured within the structure plan area.	Submission Noted
<b>2</b>	Main Roads WA Chris Grant Asset Management Officer Great Southern Region	1) Henry Street Precinct - Protected pocket turn treatments may be required at the intersection of Great Southern Highway and the Katanning – Dumbleyung Rd, depending on projected traffic movements and types of vehicles in the case if development (268.97 M031). 2) If access from Great Southern Hwy to the proposed development area is also from Baker Road (267.89 M031) it should be realigned to avoid a 4 way intersection with Garstone Rd. 3) Baker Road would be upgraded to accommodate the required vehicle. 4) Baker Road intersection with Great Southern Hwy to be located at a safe location (sight distances etc). 5) No other access from Great Southern Highway to the proposed area would be approved by Main Roads.	5/08/2016	1) Noted. Detail to be addressed during future planning. 2) Noted. Existing 4 way intersection: Baker Road is constructed to a higher standard than Garstone Road. Detail design, truncations, intersection and road alignment to be addressed during future planning. 3) Noted. Detail to be addressed during future planning. 4) Noted. Detail design, traffic speed, intersection geometry, function and treatment to be addressed during future planning. 5) Noted. Proposed lots to be serviced by new 'internal' subdivisional road.	Submission Noted.

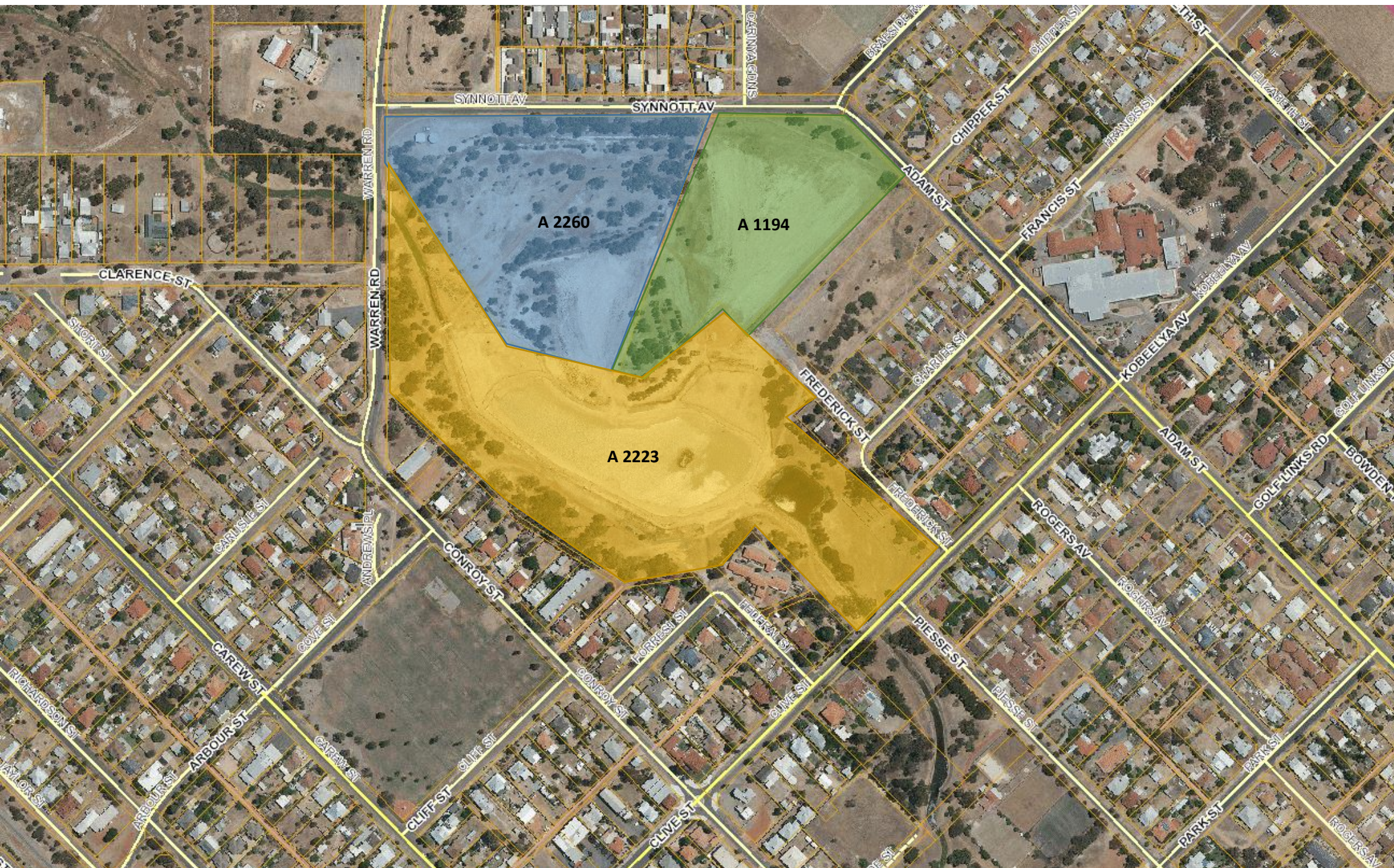


3	Department of Water Brendon Kelly - Senior Natural Resource Management Officer	<ol style="list-style-type: none"> <li>1) DoW considers the Henry Street Structure Plan (HSSP) to be 'wet industry'.</li> <li>2) The 'Katanning Flood Assessment, Opus, 2013' be referred to DoW for peer review</li> <li>3) Groundwater hydrology is understood and integrated into stormwater management strategies; particularly maximum seasonal groundwater levels if on-site wastewater systems are proposed (to be contained within a revised copy of the HSSP LWMS).</li> <li>4) Consideration should be made of how groundwater will be managed, including alternative stormwater approaches to mitigate risks of groundwater rise (to be contained within a revised copy of the HSSP LWMS).</li> <li>5) Scheme and fit for purpose water supply and wastewater and industrial waste services be secured and detailed in the HSSP LWMS.</li> <li>6) Nutrient management be addressed in the HSSP LWMS and align with the Piesse Lake Master Plan.</li> <li>7) A Foreshore Management Plan is developed to identify foreshore areas and detail agreed roles, responsibilities and indicative landscaping/revegetation proposals.</li> <li>8) The 'Bushfire Management Plan' be revised to take account of proposed revegetation as specified in Landscape and Foreshore Management Plans.</li> </ol>	13/09/2016	<p>1) Noted.</p> <p>2) Noted. DOW was subsequently provided with a copy of the final Flood Assessment and has since advised that the Flood Study has been considered satisfactory.</p> <p>4-8) Comments Noted. Consider that the structure plan provisions and process has adequately addressed water management for this level of structure planning. Any additions, details or modifications to the wording in the document will be dealt with appropriately by the Department of Planning and Department of Water during the endorsement of the LWMS and Structure Plan, or during assessment of the UWMP at subdivision.</p>	<p>Submission Noted</p> <p>DOW comments raised are technical and the detail will be addressed at endorsement or in the Urban Water Management Plan. The Local Planning Scheme and structure plan provisions ensure that water management will be appropriately addressed through the subdivision and development processes.</p>
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## Shire of Katanning Henry Street Structure Plan - SPN/2030

<b>Schedule of Modifications</b>		
<b>No.</b>	<b>Modification</b>	<b>Reason</b>
1	Clause 4.1, delete 'the operative Local Planning Scheme' and replace with 'Town Planning Scheme No. 4, or the "Industrial Development" zone under Local Planning Scheme No. 5'.	Accuracy; LPS5 proposes to zone the subject land "Industrial Development" and Table 4 – Zoning Table includes a column cross referencing use classes with land-use permissibility more appropriate to this zone.
2	Amend the document to include Ref: SPN/2030 to supplement/replace KATA/2016/2.	To accord with the reinstated Structure Plan numbering format.
3	Clause 4.9 Implementation/other requirements Update to reflect deemed provisions relating to endorsement of Structure Plan.	To accord with Deemed Provisions of current Planning Regulations
5	Images and Plans within the Structure Plan and Technical documents to be consistent	Accuracy and consistency.







### January

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29	30					

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### March

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### April

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### June

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### July

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### August

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### September

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### October

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29	30	31				

### November

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26	27	28	29	30		

### December

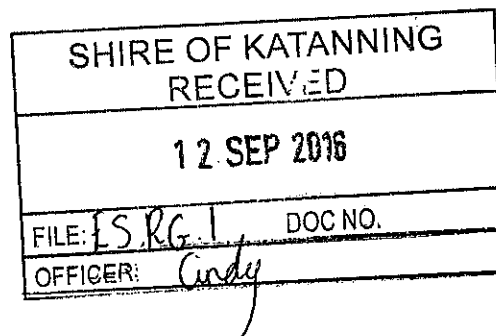
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31					1	2
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24	25	26	27	28	29	30





Our Ref: 00195-03

Julian Murphy  
Chief Executive Officer  
Shire of Katanning  
PO Box 130  
KATANNING WA 6317



Dear Mr Murphy

## IDENTITY CARDS FOR BUSH FIRE SERVICE VOLUNTEERS

You may be aware that the Waroona Special Inquiry has recommended that:

*"The Department of Fire and Emergency Services to issue a photo identification card to DFES members, members of Bush Fire Brigades, volunteer emergency services, Incident Management Teams, forestry industry brigade members and Networked Government Agency members."* (Recommendation 13).

Notwithstanding the recommendation, DFES does not have legislative authority for the administration of Bush Fire Brigades. It is therefore, appropriate that DFES seek your consent for DFES to issue your Bush Fire Brigade members with an identity (ID) card.

The ID card will have the following features:

- Bush Fire Service logo
- Name of the respective Local Government
- Photograph of volunteer
- Volunteer membership number
- Expiry Date

The proposed card designs are provided in Attachment 1 for your information.

DFES intends that the ID cards will have a degree of future proofing to accommodate the anticipated technologies which are realistically expected to come on line within the next 3 – 5 years. In the first instance, this is likely to be a card reading functionality which will be added to the Automatic Vehicle Location (AVL) device on a plug in basis.

The costs of the roll out of ID cards will be met by DFES and will be undertaken in two phases.

In Phase 1, DFES is keen to progress this recommendation by giving priority to issuing ID cards to those registered volunteers in the high bush fire risk areas of the outer Metropolitan areas, South West, Lower South West, Goldfields and Great Southern regions in the first instance.

To facilitate the roll out of Phase 1, your bushfire brigades' membership list will be sent to the existing email DFES has as your Local Government contact; [cs@katanning.wa.gov.au](mailto:cs@katanning.wa.gov.au) by COB September 14, 2016 (If this is no longer the correct email address for communications in relation to volunteer information please forward the new address to [reports@dfes.wa.gov.au](mailto:reports@dfes.wa.gov.au)).

The email sent from DFES will contain a secured excel spreadsheet containing your bushfire membership information. The PIN or password to unlock this file is **548833**. Please advise DFES by 30 September 2016 of any changes to the information by updating the spreadsheet and sending it back to [reports@dfes.wa.gov.au](mailto:reports@dfes.wa.gov.au). If you do not supply an updated list of members by this date, it will be assumed that the list provided to you is accurate.

Phase 2 of the ID card project - arrangements for issuing ID cards to volunteers in the remaining regions as well as the longer term management of volunteer ID cards - will be subject to a more detailed assessment. You will be informed as more information about potential solutions comes to hand.

DFES has been consulting with the Association for Volunteer Bush Fire Brigades (AVBFB) about ID cards. The AVBFB have advised that they are supportive of DFES rolling out ID cards to their members.

If you would like any further information about this matter, please contact Director Human Resources, Karen Roberts on 9395 9361.

You can confirm your approval for DFES to issue ID cards to registered Bush Fire Brigades members by responding via email to [volunteering@dfes.wa.gov.au](mailto:volunteering@dfes.wa.gov.au) or [Karen.Roberts@dfes.wa.gov.au](mailto:Karen.Roberts@dfes.wa.gov.au). Your response by 30 September 2016 would be appreciated. If you do not respond, DFES will deem that you do not wish DFES to issue your Bush Fire Brigade members with an ID card.

Yours sincerely,



**WAYNE GREGSON APM**  
**COMMISSIONER**

2 September 2016

CC: CBFCO  
DFES Regional Superintendent

Attachment 1. ID Card Design  
Attachment 2. – Membership List

Attachment 1

Proposed ID Card Design – Bush Fire Brigade

