Application form: Works Approval / Licence / Renewal / Amendment / Registration

Part V Division 3, *Environmental Protection Act 1986*
Environmental Protection Regulations 1987

Part 1: Application type

INSTRUCTIONS:

- **Completion of this form is a statutory requirement under s.54(1)(a) of the *Environmental Protection Act 1986* (WA) (EP Act) for works approval applications; s.57(1)(a) for licence and licence renewal applications; s.59B(1)(a) for applications for an amendment; and under r.5B(2)(a) of the Environmental Protection Regulations 1987 (WA) (EP Regulations) for applications for registration of premises.**
- **The instructions set out in this application form are general in nature.**
- **A reference to 'you' in these instructions is a reference to the applicant.**
- **The information provided to you by the Department of Water and Environmental Regulation (DWER) in relation to making applications does not constitute legal advice. DWER recommends that you obtain independent legal advice.**
- **Applicants seeking further information relating to requirements under the EP Act and/or EP Regulations are directed to the Parliamentary Counsel's Office website (www.legislation.wa.gov.au). Schedule 1 of the EP Regulations contains the categories of prescribed premises.**
- **For prescribed premises where activities fall within more than one category, ALL applicable categories must be identified. This applies for existing prescribed premises seeking renewal or amendment, as well as new prescribed premises.**
- **The application form must be completed with all relevant information attached. Attachments can be combined and submitted as one or more consolidated documents if desired, provided it is clear which section of the application form the information / attachments relate to. Where attachments are submitted separately, avoid duplicating information. Ensure that any cross-references between the application form and the supporting document(s) are accurate.**
- **If an application form has been submitted which is incomplete or materially incorrect, the Chief Executive Officer of DWER (CEO) will decline to deal with the application and advise the applicant accordingly.**
- **On completing this application form, please submit it to DWER in line with the instructions in Part 15 of the form.**

1.1	**This is an application for:** *[Select one option only. Your application may be returned if multiple options are selected.]* under Part V, Division 3 of the EP Act. Please see the: • *Guideline: Industry Regulation Guide to Licensing* • *Procedure: Prescribed premises works approvals and licences* for more information to assist in understanding DWER's regulatory regime for prescribed premises.	☐ Works approval ☒ Licence Existing registration number(s): [ ] Existing works approval number(s): [ ] ☐ Renewal Existing licence number: [ ] ☐ Amendment Number of the existing licence or works approval to be amended: [ ] ☐ Registration (works approval already obtained) Existing works approval number(s): [ ]
1.2	**For a works approval amendment or licence amendment, are there less than 90 business days until the expiry of the existing works approval or licence?** Only active instruments can be amended. Applications to amend a works approval or licence must be made 90 business days or more prior to the existing works approval or licence expiring to ensure there is adequate time to assess the amendment.	**Yes** ☐
1.3	**This application is for the following categories of prescribed premises:** *(specify all prescribed premises category numbers)*	[2 – Intensive Piggery] ☒ All activities that meet the definition of a prescribed premises as set out in Schedule 1 of the EP Regulations have been specified above (tick, if yes).

Completion Matrix
The matrix below explains what sections are required to be completed for different types of applications.

Application form section	New application / registration	Renewal	Amendment
Part 1: Application type	●	●	●
Part 2: Applicant details	●	●	●
Part 3: Premises details	●	●	Δ
Part 4: Proposed activities	●	●	●
Part 5: Index of Biodiversity Surveys for Assessment and Index of Marine Surveys for Assessment	If required.	If required.	If required.
Part 6: Other DWER approvals	●	●	●
Part 7: Other approvals and consultation	●	●	●
Part 8: Applicant history	●	●	Δ
Part 9: Emissions, discharges, and waste	●	●	Δ
Part 10: Siting and location	●	●	Δ
Part 11: Submission of any other relevant information	●	●	If required.
Part 12: Category checklist(s)	●	●	●
Part 13: Proposed fee calculation	●	●	●
Part 14: Commercially sensitive or confidential information	●	●	●
Part 15: Submission of application	●	●	●
Part 16: Declaration and signature	●	●	●
Attachment 1A: Proof of occupier status	●	●	N/A
Attachment 1B: ASIC company extract	●	●	N/A
Attachment 1C: Authorisation to act as a representative of the occupier	●	●	●
Attachment 2: Premises map/s	●	●	Δ
Attachment 3A: Environmental commissioning plan	If required.	N/A	If required
Attachment 3B: Proposed activities	●	●	Δ
Attachment 3C: Map of area proposed to be cleared (only applicable if clearing is proposed)	●	●	●
Attachment 3D: Additional information for clearing assessment	If required.	If required.	If required.
Attachment 4: Marine surveys (only applicable if marine surveys included in application)	●	●	●
Attachment 5: Other approvals and consultation documentation	●	●	Δ
Attachment 6A: Emissions and discharges	If required.	If required.	If required.
Attachment 6B: Waste acceptance	If required.	If required.	If required.
Attachment 7: Siting and location	●	●	Δ
Attachment 8: Additional information submitted	If required.	If required.	If required.
Attachment 9: Category-specific checklist(s)	●	If required.	If required.
Attachment 10: Proposed fee calculation	●	●	●
Attachment 11: Request for exemption from publication	If required.	If required.	If required.

Key:

●	Must be completed / submitted.
Δ	To the extent changed / required in relation to the amendment.
N/A	Not required with application, but may be requested subsequently depending on DWER records.
"If required"	Sections for applicants to determine.

Part 2: Applicant details

INSTRUCTIONS:

- **The applicant (the occupier of the premises) must be an individual(s), a company, body corporate, or public authority, but not a partnership, trust, or joint-venture name. Applications made by or on behalf of business names or unincorporated associations will not be accepted.**
- **If applying as an individual, your full legal name must be provided.**
- **If applying as a company, body corporate, or public authority, the full legal entity name must be inserted.**
- **Australian Company Number's (ACN) must be provided for all companies or body corporates.**
- **DWER prefers to send all correspondence electronically via email. We request that you consent to receiving all correspondence relating to instruments and notices under Part V of the EP Act (Part V documents) electronically via email, by indicating your consent in Section 2.3.**
- **Companies or body corporates making an application must nominate an authorised representative from within their organisation. Proof of authorisation must be submitted with the application (see Section 2.10). If you are applying as an individual, you are the representative.**
- **Details of a contact person must be provided for DWER enquiries in relation to your application. This contact person can be a consultant if authorised to represent the applicant. Written evidence of this authorisation must be provided.**
- **Details of the occupier of the premises must be provided. One of the options must be selected and if you have been asked to specify, please provide details. For example, if 'lease holder' has been selected, please specify the type of lease (for example, pastoral lease, mining lease, or general lease) and provide a copy of the lease document(s). Note that contracts for sale of land will not be sufficient evidence of occupancy status.**

2.1	**Applicant name/s (full legal name/s):** The proposed holder of the works approval, licence or registration.	Craig Mostyn Farms Pty Ltd			
	ACN (if applicable):	96 127 068 115			
2.2	**Trading as (if applicable):**	Craig Mostyn Farms			
2.3	**Authorised representative details:** The person authorised to receive correspondence and Part V documents on behalf of the applicant under the EP Act. Where 'yes' is selected, all correspondence will be sent to you via email, to the email address provided in this section. Where 'no' has been selected, Part V documents will be posted to you in hard copy to the postal / business address specified in Section 2.4, below. Other general correspondence may still be sent to you via email.	Name	[redacted]		
		Position	Group Sustainability Manager		
		Telephone	[redacted]		
		Email	[redacted]		
		I consent to all written correspondence between myself (the applicant) and DWER, regarding the subject of this application, being exclusively via email, using the email address I have provided above.		**Yes** ☒	**No** ☐
2.4	**Registered office address, as registered with the Australian Securities and Investments Commission (ASIC):** This must be a physical address to which a Part V document may be delivered.	[redacted]			

Part 2: Applicant details			
2.5	**Postal address for all other correspondence:** If different from Section 2.4.	N/A	
2.6	**Contact person details for DWER enquiries relating to the application (if different from the authorised representative):** For example, could be a consultant or a site-based employee.	Name	
		Position	
		Organisation	
		Address	
		Telephone	
		Email	
2.7	**Occupier status:** Occupier is defined in s.3 of the EP Act and includes a person in occupation or control of the premises, or occupying a different part of the premises whether or not that person is the owner. Note: if a lease holder, the applicant must be the holder of an executed lease, not just an agreement to lease.	Registered proprietor on certificate of title.	☐
		Lease holder (please specify, including date of expiry of lease). Expiry 30 June 2032	☒
		Public authority that has care, control, or management of the land.	☐
		Other evidence of legal occupation or control (please specify – for example, joint venture operating entity, contract, letter of operational control, or other legal document or evidence of legal occupation).	☐

Attachments			N/A	Yes
2.8	**Attachment 1A: Proof of occupier status**	Copies of certificate of title, lease, or other instruments evidencing proof of occupier status, including the expiry date or confirmation that there is no expiry date, have been provided and labelled as Attachment 1A.	☐	☒
2.9	**Attachment 1B: ASIC company extract**	A current company information extract (not the company information summary) purchased from the ASIC website(s) for all new applications / registrations has been provided and labelled as Attachment 1B.	☐	☒
2.10	**Attachment 1C: Authorisation to act as representative of the occupier**	A copy of the documentation authorising the applicant to act on the occupier's behalf as their authorised agent/representative has been provided and labelled as Attachment 1C.	☒	☐

Part 3: Premises details

3.1	**Premises description (whole or part to be specified):** Include the land description (volume and folio number, lot, or location number/s); Crown lease or reserve number; pastoral lease number; or mining tenement number (as appropriate), of all properties, as shown on title details registered with Landgate.	Lot 1793 DP 134435 Volume 2172 Folio 634
	Premises street address Include the suburb.	2293 Yerecoin South East Road, Lake Ninan 6603
	Premises name (if applicable):	Wongan Hills Piggery
3.2	**Local Government Authority area:** City, Town, or Shire.	Shire of Wongan-Ballidu
3.3	**GPS (latitude and longitude) coordinates:** GPS coordinates determined using the GDA 2020 (Geographic latitude / longitude) coordinate system and datum must be provided for all points around the proposed premises boundary, where the entirety of the cadastre (land parcel) or mining tenements are not used as the premises boundary.	

Point	Latitude	Longitude
1	30.933629S	116.627225E
2	30.934192S	116.629304E
3	30.934800S	116.628917E
4	30.934804S	116.630000E
5	30.935902S	116.630453E
6	30.935910S	116.630795E
7	30.936267S	116.630797E
8	30.936263S	116.630196E
9	30.937629S	116.630137E
10	30.937565S	116.628676E
11	30.936970S	116.627221E

Attachments			N/A	Yes
3.4	**Attachment 2: Premises map(s)**	You must provide as an attachment to this application form, labelled Attachment 2, either: 1. an aerial photograph, map, and site plan of sufficient scale showing the proposed prescribed premises boundary *or* 2. where available, a map of the proposed premises boundary and site plan as an ESRI shapefile (accepted file types include .dbf, .shp, .prj, and .shx) with the following properties (provided on a suitable portable digital storage device, if submitting application in hard copy form): • Geometry type: Polygon Shape • Coordinate system: GDA 2020 (Geographic latitude / longitude) • Datum: GDA 2020 (Geocentric Datum of Australia 2020). You must also provide a map or maps of the prescribed premises, clearly identifying and labelling: • layout of key infrastructure and buildings, clearly labelled; • the premises boundary (where the premises boundary does not align with the entirety of the cadastral boundary, identify the Lot Number for which the premises is part of); • emission and discharge points (with precise GPS coordinates where available); • monitoring points (with precise GPS coordinates where available); • sensitive receptors and land uses • all areas proposed to be cleared (if applicable). Maps must contain a north arrow, clearly marking the area in which the activities are carried out. The map or maps must be of reasonable	☐	☒

Part 3: Premises details		
clarity and have a visible scale.		

Part 4: Proposed activities

INSTRUCTIONS:

- **You must provide a description and the scope, size and scale of all prescribed activities of Schedule 1 to the EP Regulations including the maximum production or design capacity of each prescribed activity.**
- **If applying for a works approval or licence amendment involving the construction of new infrastructure, you must provide information on infrastructure to be constructed and how long construction is expected to take. You must confirm if commissioning is to occur and how long it will take.**
- **If applying for a works approval or licence amendment *not* involving the construction of new infrastructure, provide details of the proposed amendment.**
- **You must identify all emission sources on the premises map/s.**
- **You must also provide information on activities which directly relate to the prescribed premises category which have, or are likely to result in, an emission or discharge.**
- **If clearing activities are proposed provide a description and details. If a relevant exemption under Schedule 6 of the EP Act or r.5 of the Environmental Protection (Clearing of Native Vegetation) Regulations 2004 (WA) (Clearing Regulations) may apply, provide details.**
- **Note that in some cases, DWER may require that the clearing components of a works approval or licence (or amendment) application be submitted separately through the clearing permit application process. Refer to the *Procedure: Prescribed premises works approvals and licences* for further guidance.**
- **Please note that the requested information is critical to DWER's understanding of the proposed activities. The more accurate, specific, and complete the information provided in the application, the less uncertainty that DWER may identify in the application, therefore facilitating completion of the assessment in a more efficient and timely manner.**

4.1 Prescribed premises infrastructure and equipment

In Table 4.1 (below), provide a list of all items of infrastructure and equipment within the boundary of the prescribed premises relevant to this application, and include the following details for each:

- **relevant categories (if known) –** the categories of prescribed premises (as listed under Schedule 1 of the EP Regulations) that relate to that infrastructure or equipment;
- **site plan reference –** the location of that infrastructure or equipment (with reference to the site plan map or maps provided above in Section 3.4 and labelled as Attachment 2 – e.g. use GPS coordinates or a clear description such as *"labelled as [label on premises map] on Map A"*);
- **is it critical containment infrastructure (CCI)? –** indicate if the identified infrastructure or equipment would be categorised as CCI. Refer to the *Guideline: Industry Regulation Guide to Licensing* for further information on CCI; and
- **is environmental commissioning required? –** indicate if environmental commissioning is intended to be undertaken for that item of infrastructure or equipment. Refer to the *Guideline: Industry Regulation Guide to Licensing* for further information on environmental commissioning.

Add additional rows to Table 4.1 (below) as required.

Table 4.1: Infrastructure and equipment

	Infrastructure and equipment	Relevant categories (if known)	Site plan reference	CCI? (mark if yes)	Environmental commissioning? (mark if yes)
1.	6 x Weaner Eco-shelters measuring 22m x 12m	2	'Weaner Eco-shelters'	☐	☐
2.	28 x Grower/Finisher Eco-shelters measuring 25m x 10m	2	'Grower' or 'Finisher' Ecoshelters	☐	☐
3.	1 x Hospital Ecoshelter measuring 8m x 4m	2	'Hospital Ecoshelter'	☐	☐
4.	1 x Holding shed measuring 25m x 10m	2	'Holding Shed'	☐	☐
5.	Office/admin/lunchroom facilities	2	'Office'	☐	☐
6.	Composting area.	2	'Composting area'	☐	☐
7.	Carcass composting tunnel	2	N/A	☐	☐
8.	Fuel tanks.	2	'Fuel tanks'	☐	☐
9.	Water tank	2	'Water Tank'	☐	☐

Part 4: Proposed activities		
4.2	**Detailed description of proposed activities or proposed changes (if an amendment):** You must provide details of proposed activities relevant to this application within the boundary of the prescribed premises, identifying: • scope, size, and scale of the project, including details as to production or design capacity (and/or frequency, if applicable); • key infrastructure and equipment; • description of processes or operations (a process flow chart may be included as an attachment); • emission / discharge points; • locations of waste storage or disposal • activities occurring during construction, environmental commissioning, and operation (if applicable). If assessment and imposition of conditions to allow environmental commissioning to be undertaken are requested, please provide an environmental commissioning plan as Attachment 3A (see 4.11 below). Additional information relating to the proposed activities may be included in Attachment 3B (see 4.12 below).	
	Construction activities (if applicable):	
	Improvements to infrastructure where required (as detailed in the Wongan Hills Piggery Environmental Management Plan (Land Insights, 2025). Construction of a carcass composting tunnel for disposal and processing of mortalities. Please refer to the detailed drawings at Attachment 3B. The composting tunnel will be located within the Premises boundary, within the Composting Area.	
	Environmental commissioning activities (if applicable): Refer to the *Guideline: Industry Regulation Guide to Licensing* for further guidance.	
	N/A	
	Time limited operations activities (if applicable): Different elements of the premises may require time limited operations to commence at different times. In these circumstances, please specify the infrastructure and/or equipment for which time limited operations authorisation is being applied for. If time limited operations are expected to differ from future licensed operations, specify how and why this would be the case. Refer to the *Guideline: Industry Regulation Guide to Licensing* for further guidance.	
	N/A	
	Operations activities (for a licence):	
	Operation of an intensive eco-shelter piggery. Refer to the 'Wongan Hills Piggery Environmental Management Plan" (Land Insights, 2025) for detailed information.	
4.3	**Estimated operating period of the project / premises (e.g. based on estimated infrastructure life):**	20 years
4.4	**Proposed date(s) for commencement of works (if applicable):**	N/A
4.5	**Proposed date(s) for conclusion of works construction (if applicable):** This date should coincide with the submission to DWER of an Environmental Compliance Report(s) and/or a Critical Containment Infrastructure Report(s) as required. Refer to the *Guideline: Industry Regulation Guide to Licensing*.	N/A
4.6	**Proposed date(s) for environmental commissioning of works (if applicable):** Refer to the *Guideline: Industry Regulation Guide to Licensing*.	N/A

Part 4: Proposed activities				
4.7	**Proposed date/s for commencement of time limited operations under works approval (if applicable):** Refer to the *Guideline: Industry Regulation Guide to Licensing*.		N/A	
4.8	**Maximum production or design capacity for each category applied for (based on infrastructure operating 24 hours a day, 7 days a week):** Provide figures for all categories listed in Section 1.2. Units of measurement must be the same as the units of measurement associated with the relevant category as identified in Schedule 1 of the EP Regulations.		8,000 pigs (8,240 SPU)	
4.9	**Estimated / actual throughput for each category applied for:** Provide figures for all categories listed in Section 1.2. Units of measurement must be the same as the units of measurement associated with the relevant category as identified in Schedule 1 of the EP Regulations.		7,350 pigs (6,790 SPU)	
Attachments			**N/A**	**Yes**
4.10	**Attachment 2: Premises map**	Emission/discharge points are clearly labelled on the map/s required for Part 3.4 (Attachment 2).	☒	☐
4.11	**Attachment 3A: Environmental commissioning plan**	If applying to construct works or install equipment, and environmental commissioning of the works or equipment is planned, an environmental commissioning plan has been included in Attachment 3A. The environmental commissioning plan is expected to include, at minimum, identification of: • the sequence of commissioning activities to be undertaken, including details on whether they will be done in stages; • a summary of the timeframes associated with the identified sequence of commissioning activities; • the inputs and outputs that will be used in the commissioning process; • the emissions and/or discharges expected to occur during commissioning; • the emissions and/or discharges that will be monitored and/or confirmed to establish or test a steady-state operation (e.g. identifying emissions surrogates, etc.), including a detailed emissions monitoring program for the measurement of those emissions and/or discharges; • the controls (including management actions) that will be put in place to address the expected emissions and/or discharges; • any contingency plans for if emissions exceedances or unplanned emissions and/or discharges occur • how any of the above would differ from standard operations once commissioning is complete. Note that DWER will not include conditions on a granted instrument that authorise environmental commissioning activities where it is not satisfied that the risks associated with environmental commissioning can be adequately addressed.	☒	☐
4.12	**Attachment 3B: Proposed activities**	Additional information relating to the proposed activities has been included in Attachment 3B (if required).	☐	☒
Clearing activities 4.13 to 4.19 are only required if the application includes clearing of native vegetation.				
4.13	**Proposed clearing area (hectares and/or number of individual trees to be removed):**		N/A	

Part 4: Proposed activities		
4.14	**Details of any relevant exemptions:** Refer to DWER's *A guide to the exemptions and regulations for clearing native vegetation*.	N/A
4.15	**Proposed method of clearing:**	N/A
4.16	**Period within which clearing is proposed to be undertaken:** For example, May 2020 – June 2020.	N/A
4.17	**Purpose of clearing:**	
	N/A	

Clearing activities – Attachments			N/A	Yes
4.18	**Attachment 3C: Map of area proposed to be cleared**	You must provide: an aerial photograph or map of sufficient scale showing the proposed clearing area and prescribed premises boundary *OR* if you have the facilities, a suitable portable digital storage device of the area proposed to be cleared as an ESRI shapefile with the following properties: • Geometry type: Polygon Shape • Coordinate system: GDA 2020 (Geographic latitude / longitude) • Datum: 2020 1994 (Geocentric Datum of Australia 2020).	☒	☐
4.19	**Attachment 3D: Additional information for clearing assessment**	Additional information to assist in the assessment of the clearing proposal may be attached to this application (for example, reports on salinity, fauna or flora studies or other environmental reports conducted for the site).	☒	☐

Part 5: Index of Biodiversity and Marine Surveys for Assessments (IBSA and IMSA)

INSTRUCTIONS:

- **Biodiversity surveys should be submitted through the IBSA Submissions Portal at ibsasubmissions.dwer.wa.gov.au**
- **Biodiversity surveys submitted to support this application must meet the requirements of the EPA's *Instructions for the preparation of data packages for the Index of Biodiversity Surveys for Assessments (IBSA)*.**
- **Marine surveys submitted to support this application must meet the requirements of the EPA's Instructions for the preparation of data packages for the Index of Marine Surveys for Assessments (IMSA).**
- **If these requirements are not met, DWER will decline to deal with the application.**

Attachments				N/A	Yes
5.1	**Biodiversity surveys** Please provide the IBSA number(s) (or submission number(s) if IBSA number has not yet been issued) in the space provided. Note that a submission number is not confirmation of acceptance of a biodiversity survey and is not the same as an IBSA number. IBSA numbers are only issued once a survey has been accepted. Once an IBSA number is issued, please notify the department.	All biodiversity surveys submitted with this application meet the requirements of the EPA's *Instructions for the preparation of data packages for the Index of Biodiversity Surveys for Assessments (IBSA)*.		☒	☐
		Submission number(s)	N/A		
		IBSA number(s)	N/A		

Part 5: Index of Biodiversity and Marine Surveys for Assessments (IBSA and IMSA)				
INSTRUCTIONS: • **Biodiversity surveys should be submitted through the IBSA Submissions Portal at ibsasubmissions.dwer.wa.gov.au** • **Biodiversity surveys submitted to support this application must meet the requirements of the EPA's *Instructions for the preparation of data packages for the Index of Biodiversity Surveys for Assessments (IBSA)*.** • **Marine surveys submitted to support this application must meet the requirements of the EPA's Instructions for the preparation of data packages for the Index of Marine Surveys for Assessments (IMSA).** • **If these requirements are not met, DWER will decline to deal with the application.**				
5.2	**Attachment 4:** **Marine surveys**	All marine surveys submitted with this application meet the requirements of the EPA's *Instructions for the preparation of data packages for the Index of Marine Surveys for Assessments (IMSA)*.	☒	☐

Part 6: Other DWER approvals

INSTRUCTIONS:

- **If you have applied, or intend to apply, for other approvals within DWER that may be relevant to this application, you must provide relevant details.**
- **If you have referred, or intend to refer, your proposal to the Environmental Protection Authority (EPA), you must provide the requested details.**

Pre-application scoping

6.1	**Have you had any pre-application / pre-referral / scoping meetings with DWER regarding any planned applications?**	☒ No ☐ Yes – provide details:

Environmental impact assessment (Part IV of the EP Act)

6.2	**Have you referred or do you intend to refer the proposal to the EPA?** Section 37B(1) of the EP Act defines a 'significant proposal' as *"a proposal likely, if implemented, to have a significant effect on the environment"*. If DWER considers that the proposal in this application is likely to constitute a 'significant proposal', DWER is required under s.38(5) of the EP Act to refer the proposal to the EPA for assessment under Part IV, if such a referral has not already been made. If a relevant Ministerial Statement already exists, please provide the MS number in the space provided.	☐ Yes (referred) – reference (if known): [ ] ☐ Yes – intend to refer (proposal is a 'significant proposal')☐ Yes – intend to refer (proposal will require a s.45C amendment to the current Ministerial Statement): MS [ ] ☐ No – a valid Ministerial Statement applies: MS [ ] ☒ No – not a 'significant proposal'

Clearing of native vegetation (Part V Division 2 of the EP Act and *Country Area Water Supply Act 1947*)

6.3	**Have you applied or do you intend to apply for a native vegetation clearing permit?** In accordance with the *Guideline: Industry Regulation Guide to Licensing* and *Procedure: Native vegetation clearing permits*, where clearing of native vegetation: • is exempt under Schedule 6 of the EP Act or the Environmental Protection (Clearing of Native Vegetation) Regulations 2004 (WA) (refer to *A guide to the exemptions and regulations for clearing native vegetation*) • is being assessed by a relevant authority which would lead to an exemption under Schedule 6 of the EP Act, or • has been referred under s.51DA of the EP Act and a determination made that a clearing permit is not required (refer to the *Guideline: Native vegetation clearing referrals*), the clearing will not be reassessed by DWER or be subject to any additional controls by DWER. If the proposed clearing action is to be assessed in accordance with, or under, an *Environment Protection and Biodiversity Conservation Act* (Cth) (EPBC Act) accredited process, such as the assessment bilateral agreement, the clearing permit application *Form Annex C7 – Assessment bilateral agreement* must be completed and attached to your clearing permit application.	☐ Yes – clearing application reference (if known): CPS [ ] ☐ Yes – a valid EP Act clearing permit already applies: CPS [ ] ☐ No – this application includes clearing (please complete Sections 4.13 to 4.19 above) ☒ No – permit not required (no clearing of native vegetation) ☐ No – permit not required (clearing referral decision): CPS [ ] ☐ No – an exemption applies (explain why):

Part 6: Other DWER approvals		
6.4	**Have you applied or do you intend to apply for a *Country Area Water Supply Act 1947* licence?** If a clearing exemption applies in a *Country Area Water Supply Act 1947* (CAWS Act) controlled catchment, or if compensation has previously been paid to retain the subject vegetation, a CAWS Act clearing licence is required. If yes, contact the relevant DWER regional office for a Form 1 *Application for licence*. Map of CAWS Act controlled catchments	☐ Yes – application reference (if known): [ ] ☐ No – a valid licence applies: [ ] ☒ No – licence not required
Water licences and permits (*Rights in Water and Irrigation Act 1914*)		
6.5	**Have you applied, or do you intend to apply for:** **1. a licence or amendment to a licence to take water (surface water or groundwater); or** **2. a licence to construct wells (including bores and soaks); or** **3. a permit or amendment to a permit to interfere with the bed and banks of a watercourse?** For further guidance on water licences and permits under the *Rights in Water and Irrigation Act 1914*, refer to the *Procedure: Water licences and permits*.	☐ Yes –application reference (if known): [ ] ☐ No – a valid licence / permit applies: [ ] ☐ No – an exemption applies (explain why): ☒ No – licence / permit not required

Part 7: Other approvals and consultation

INSTRUCTIONS:

- **Please provide copies of all relevant documentation indicated below, including any conditions, exclusions, or expiry dates.**
- **"Major Project" means:**
  - **A State Development Project, where the lead agency is the Department of Jobs, Tourism, Science and Innovation (including projects to which a State Agreement applies); or**
  - **A Level 2 or 3 proposal, as defined in the Department of Premier and Cabinet's *Lead Agency Framework*.**

		N/A	No	Yes
7.1	**Is the proposal a Major Project?**		☒	☐
7.2	**Is the proposal subject to a State Agreement Act?**		☒	☐
	If yes, specify which Act:			
7.3	**Has the proposal been allocated to a "Lead Agency" (as defined in the *Lead Agency Framework*)?**		☒	☐
	If yes, specify Lead Agency contact details:			
7.4	**Has the proposal been referred and/or assessed under the EPBC Act (Commonwealth)?**	☐	☒	☐
	If yes, please specify referral, assessment and/or approval number:			
7.5	**Has the proposal obtained all relevant planning approvals?**	☐	☒	☐
	If planning approval is necessary but has not been obtained, please provide details indicating why:			
	An ecoshelter piggery has been operating at this location since the 1980s and predates the Shire of Wongan-Ballidu Planning Strategy and Scheme. A review of planning requirements is currently being undertaken.			
	If planning approval is not necessary, please provide details indicating why:			

Part 7: Other approvals and consultation				
	As above.			
7.6	**For renewals or amendment applications, are the relevant planning approvals still valid (that is, not expired)?**	☒	☐	☐
7.7	**Has the proposal obtained all other necessary statutory approvals (not including any other DWER approvals identified in Part 6 of this application)?**	☒	☐	☐
	If no, please provide details of approvals already obtained, outstanding approvals, and expected dates for obtaining these outstanding approvals:			
		N/A	**No**	**Yes**
7.8	**Has consultation been undertaken with parties considered to have a direct interest in the proposal (that is, interested parties or persons who are considered to be directly affected by the proposal)?** DWER will give consideration to submissions from interested parties or persons in accordance with the *Guideline: Industry Regulation Guide to Licensing*.	☒	☐	☐
Attachments			**N/A**	**Yes**
7.9	**Attachment 5: Other approvals and consultation documentation** — Details of other approvals specified in Part 7 of this application, including copies of relevant decisions and any consultation undertaken with direct interest stakeholders have been provided and labelled Attachment 5.		☒	☐

Part 8: Applicant history				
Note: • **DWER will undertake an internal due diligence of the applicant's fitness and competency based on DWER's compliance records and the responses to Part 8 of the form.** • **If you wish to provide additional information for DWER to consider in making this assessment, you may provide that information as a separate attachment (see Part 11).**				
		N/A	**No**	**Yes**
8.1	If the applicant is an individual, has the applicant previously held, or do they currently hold, a licence or works approval under Part V of the EP Act?	☒	☐	☐
8.2	If the applicant is a corporation, has any director of that corporation previously held, or do they currently hold, a licence or works approval under Part V of the EP Act?	☐	☐	☒
8.3	If yes to 8.1 or 8.2 above, specify the name of company and/or licence or works approval number: L6932/1988/11 – 'Nambeelup Piggery', Derby Industries Pty Ltd L4297/1983/17 – 'Talloman Rendering Facility', Derby Industries Pty Ltd L7352/1989/10 – 'Linley Valley Pork', Derby Industries Pty Ltd L8000/2000/5 – 'Mogumber Piggery', Craig Mostyn Farms L6001/1989/15 – 'V & V Walsh Abattoir', V & V Walsh Pty Ltd L4323/1988/10 – 'Gingin Piggery', Craig Mostyn Farms (cancelled)			
8.4	If the applicant is an individual, has the applicant ever been convicted, or paid a penalty, for an offence under a provision of the EP Act, its subsidiary legislation, or similar environmental protection or health-related legislation in Western Australia or elsewhere in Australia?	☒	☐	☐
8.5	If the applicant is a corporation, has any director of that corporation ever been convicted, or paid a penalty, for an offence under a provision of the EP Act, its subsidiary legislation, or similar environmental protection or health-related legislation in Western Australia or elsewhere in Australia?	☐	☐	☒

Part 8: Applicant history				
8.6	If the applicant is a corporation, has any person concerned in the management of the corporation, as referred to in s.118 of the EP Act, ever been convicted of, or paid a penalty, for an offence under a provision of the EP Act, its subsidiary legislation, or similar environmental protection or health-related legislation in Western Australia or elsewhere in Australia?	☐	☒	☐
8.7	If the applicant is a corporation, has any director of that corporation ever been a director of another corporation that has been convicted, or paid a penalty, for an offence under a provision of the EP Act, its subsidiary legislation, or similar environmental protection or health-related legislation in Western Australia or elsewhere in Australia?	☐	☒	☐
8.8	With regards to the questions posed in 8.4 to 8.7 above, have any legal proceedings been commenced, whether convicted or not, against the applicant for an offence under a provision of the EP Act, its subsidiary legislation, or similar environmental protection or health-related legislation in Western Australia or elsewhere in Australia?	☐	☒	☐
8.9	Has the applicant had a licence or other authority suspended or revoked due to a breach of conditions or an offence under the EP Act or similar environmental protection or health-related legislation in Western Australia or elsewhere in Australia?	☐	☒	☐
8.10	If the applicant is a corporation, has any director of that corporation ever had a licence or other authority suspended or revoked due to a breach of conditions or an offence under the EP Act or similar environmental protection or health-related legislation in Western Australia or elsewhere in Australia?	☐	☒	☐
8.11	If the applicant is a corporation, has any director of that corporation ever been a director of another corporation that has ever had a licence or other authorisation suspended or revoked due to a breach of conditions or an offence under the EP Act or similar environmental protection or health-related legislation in Western Australia or elsewhere in Australia?	☐	☒	☐
8.12	If yes to any of 8.4 to 8.11 above, you must provide details of any charges, convictions, penalties paid for an offence, and/or licences or other authorisations suspended or revoked:			
	Derby Industries Pty Ltd was charged with contravening its licence conditions for L6932/1988/11 under the Environmental Protection Act (1986). On the 20 September 2023 the company was fined $10,000 and ordered to pay $788.33 costs.			

Part 9: Emissions, discharges, and waste

INSTRUCTIONS:

- **Please see *Guideline: Risk Assessments* and provide all information relating to emission sources, pathways and receptors relevant to the application.**
- **You must provide details on sources of emissions (for example, kiln stack, baghouses or discharge pipelines) including fugitive emissions (for example, noise, dust or odour), types of emissions (physical, chemical, or biological), and volumes, concentrations and durations of emissions.**
- **The potential for emissions should be considered for all stages of the proposal (where relevant), including during construction, commissioning and operation of the premises.**

		No	Yes
9.1	**Are there potential emissions or discharges arising from the proposed activities?**	☐	☒
	If yes, identify all potential emissions and discharges arising from the proposed activities and complete Table 9.1: Emissions and discharges (below).		

Part 9: Emissions, discharges, and waste

☐ Gaseous and particulate emissions (e.g. emissions from stacks, chimneys or baghouses)

☐ Dust (e.g. from equipment, unsealed roads and/or stockpiles, etc.)

☒ Wastewater discharges (e.g. treated sewage, wash water, or process water discharged to lands or waters)

☒ Waste and leachate (e.g. emissions through seepage, leaks and spills of waste from storage, process and handling areas, etc.)

☐ Noise (e.g. from machinery operations and/or vehicle operations)

☒ Odour (e.g. from wastes accepted at putrescible landfills, storage or processing of waste or other odorous materials, etc.)

☐ Contaminated or potentially contaminated stormwater (e.g. stormwater with the potential to come into contact with chemicals or waste materials, etc.)

☐ Electromagnetic radiation[1]

☐ Other (please specify): [ ]

[1] Note that for electromagnetic radiation, copies/details of other relevant approvals (such as from the Department of Mines, Industry Regulation and Safety or the Radiological Council) must be provided where applicable.

Details of any pollution control equipment or waste treatment system, including any control mechanisms used to ensure proper operation of this equipment, must be included in the proposed controls column of the 'Emissions and discharges table' below. Details of management measures employed to control emissions should also be included. Please provide / attach any relevant documents (e.g. management plans, etc.).

Additional rows may be added as required and/or further information may be included as an attachment (see Section 9.3).

Table 9.1: Emissions and discharges

	Source of emission or discharge	Emission or discharge type	Volume and frequency	Proposed controls (include in Attachment 6A if extensive or complex)	Location (on site layout plan – see 3.4)
1.	Wastewater from washdown of eco-shelters.	Wastewater from pig housing	Once a week from weaner eco-shelters only – approximately 1,800 litres	Refer to Actions 1 to 16 in the "Wongan Hills Piggery Environmental Management Plan" (Land Insights, 2025)	See "Premises Plan – Detail"
2.	Spent bedding, compost, mortalities, washdown water and water runoff	Water runoff and leachate from piggery housing or composting areas.	Unknown	Refer to Actions 1 to 16 in the "Wongan Hills Piggery Environmental Management Plan" (Land Insights, 2025)	See "Premises Plan – Detail"
3.	Pig housing and composting area (including mortalities)	Odour	Unknown	Refer to Actions 17 to 25 in the "Wongan Hills Piggery Environmental Management Plan" (Land Insights, 2025)	See "Premises Plan – Detail"
4.	Pig housing	Noise and Dust	Unknown	Refer to Actions 25 to 34 in the "Wongan Hills Piggery Environmental Management Plan" (Land Insights, 2025)	See "Premises Plan – Detail"

9.2	**Waste-related activities at the premises[2]** Answer "yes" or "no" for the following questions and complete Table 9.2 (below).	**No**	**Yes**
(a)	Is waste accepted at the premises?	☒	☐

Part 9: Emissions, discharges, and waste				
	(b)	Is waste produced on the premises?	☐	☒
	(c)	Is waste processed on the premises?	☐	☒
	(d)	Is waste stored on the premises?	☐	☒
	(e)	Is waste buried on the premises?	☒	☐
	(f)	Is waste recycled on the premises?	☒	☐
	(g)	Is any of the waste listed in Table 9.2 (below) also considered a 'dangerous good' for the purposes of the Dangerous Goods Safety (Storage and Handling of Non-Explosives) Regulations 2007?[3]	☒	☐
		Specify, if yes: N/A		

[2] Copies / details of any other relevant approvals (e.g. from the Department of Health) must be provided where applicable.

[3] Wastes derived from the storage, handling, and use of dangerous goods may be considered hazardous and may need to be handled with the same precautions. Please refer to the Department of Mines, Industry Regulation and Safety's *Dangerous Goods Safety information sheet* for more information.

Solid waste types must be described with reference to *Landfill Waste Classification and Waste Definitions 1996* (as amended from time to time) and the Environmental Protection (Controlled Waste) Regulations 2004 (Controlled Waste Regulations).

Liquid waste types must be described with reference to the Controlled Waste Regulations.

For further guidance on the definition of waste, refer to *Fact Sheet: Assessing whether material is waste*.

Detail must be provided on storage type (for example, hardstand and containment infrastructure), capacity, likely storage volumes, and containment features (for example, lining and bunding).

Additional rows may be added as required and/or further information may be included as an attachment (see Section 9.4).

Table 9.2 Waste types

	Waste type	Quantity (e.g. tonnes, litres, cubic metres)	Waste activity infrastructure (including specifications)	Monitoring (if applicable)	Location (on site layout plan – see 3.4)
1.	Animal waste, spent bedding (straw and manure) – Classified as "Putrescible"	Unknown	Spent bedding is composted on a compacted gravel hardstand adjacent to the eco-shelters on the same Premises.	N/A	As marked on "Premises Plan – Detail"

Attachments			N/A	Yes
9.3	**Attachment 6A: Emissions and discharges** (if required)	If required, further information for Section 9.1 has been included as an attachment labelled Attachment 6A.	☒	☐
9.4	**Attachment 6B: Waste acceptance** (if required)	If required, further information for Section 9.2 has been included as an attachment labelled Attachment 6B.	☒	☐

Part 10: Siting and location		
10.1	**Sensitive land uses** What is/are the distance(s) to the nearest sensitive land use(s)? A sensitive land use is a residence or other land use which may be affected by an emission or discharge associated with the proposed activities.	Refer to Chapter 3.9 of the "Wongan Hills Piggery Environmental Management Plan" (Land Insights, 2025)

10.2 **Nearby environmentally sensitive receptors and aspects**

Identify in Table 10.2 (below):

- all instances of environmentally sensitive receptors that are known or suspected to be present within, or within close proximity to, the proposed prescribed premises boundary;
- the nature of the sensitive receptors (e.g. type of Threatened Ecological Community, species or threatened flora or fauna, etc.);

Part 10: Siting and location

- their actual or approximate known distance and direction from the premises boundary (at the closest point/s); and
- if applicable, what measures have been or will be taken to ensure that sensitive receptors are not adversely impacted by any emissions or discharges from the premises.

Refer to the *Guideline: Environmental siting* for further guidance.

Table 10.2: Nearby environmentally sensitive receptors and aspects

Type / classification	Description	Distance + direction to premises boundary	Proposed controls to prevent or mitigate adverse impacts (if applicable)
Environmentally Sensitive Areas [1]	A small ESA of unknown purpose or name is located north of the Premise.	Approximately 2,400m from the piggery/Premise.	No specific controls are required as it is not considered that there will be any adverse impacts from the piggery.
Threatened Ecological Communities	A TEC is mapped associated with the Lake Ninan Nature Reserve.	The closest TEC is approximately 800 metres to the east of the piggery/Premise.	No specific controls are required as it is not considered that there will be any adverse impacts from the piggery.
Threatened and/or priority fauna	Threatened and priority fauna species are mapped within 5km of the premise.	The closest is classified as "Vulnerable" and is located in Lake Ninan approximately 600m to the south-east of the piggery/Premise.	No specific controls are required as it is not considered that there will be any adverse impacts from the piggery.
Threatened and/or priority flora	Threatened species and priority flora species mapped within 5km of the premise, primarily to the north, associated with Rogers Nature Reserve and Elphin Nature Reserve.	The closest Threatened Flora is approximately 2km to the north of the piggery/Premise.	No specific controls are required as it is not considered that there will be any adverse impacts from the piggery.
Aboriginal and other heritage sites [2]	"Wongan Hills Craigs Farm" (ID 5945)	7 kilometres to the south-east of the piggery/Premise.	No specific controls are required as it is not considered that there will be any adverse impacts from the piggery.
Public drinking water source areas [3]	One PDWSA within 15km of the site.	14km to the north-west of the piggery/Premise.	No specific controls are required as it is not considered that there will be any adverse impacts from the piggery.
Rivers, lakes, oceans, and other bodies of surface water, etc.	North Mortlock River Lake Ninan Lake Hinds	600m to the south of the piggery and adjoining the southern boundary of the piggery/Premise. 1,200m to the south-east of the piggery and 800m to the south-east of the piggery/Premise. 14.5km to the north of the piggery/Premise.	Proposed controls are presented in the "Wongan Hills Piggery Environmental Management Plan" (Land Insights, 2025).
Acid sulfate soils	There are no acid sulphate soils mapped on or near the site.	N/A	No specific controls are required as it is not considered that there

				will be any adverse impacts from the piggery.
	Other			

[1] Environmentally Sensitive Areas are as declared under the *Environmental Protection (Environmentally Sensitive) Notice 2005*. Refer to DWER's website ("Environmentally Sensitive Areas") for further information.

[2] Refer to the Department of Planning, Lands and Heritage website for further information about Aboriginal heritage and other heritage sites.

[3] Refer to *Water Quality Protection Note No.25: Land use compatibility tables for public drinking water source areas* for further information.

Part 10: Siting and location

10.3 **Environmental siting context details**

Provide further information including details on topography, climate, geology, soil type, hydrology, and hydrogeology at the premises.

Refer to Chapter 3 of the "Wongan Hills Piggery Environmental Management Plan" (Land Insights, 2025).

Attachments			N/A	Yes
10.4	**Attachment 7: Siting and location**	You must provide details and a map describing the siting and location of the premises, including identification of distances to sensitive land uses and/or any specified ecosystems.	☐	☒

Part 11: Submission of any other relevant information

Attachments			No	Yes
11.1	**Attachment 8: Additional information submitted**	Applicants seeking to submit further information may include information labelled Attachment 8. If submitting multiple additional attachments, label them 8A, 8B, etc. Where additional documentation is submitted, please specify the name of documents below.	☐	☒
	List title of additional document(s) attached:	"Wongan Hills Piggery Environmental Management Plan" (Land Insights, 2025).		

Part 12: Category checklist(s)

Attachments			N/A	Yes
12.1	**Attachment 9: Category checklist(s)**	DWER has developed category checklists to assist applicants with preparing their application. These checklists are available on DWER's website. The relevant category-specific checklist(s) must be completed and included with the application, labelled as Attachment 9. If attaching multiple category checklists, label them 9A, 9B, etc. Do not select "N/A" unless: • a relevant category checklist is not yet published on DWER's website, or • the application is for an amendment that does not propose changes to the method of operation, or change the inputs, outputs, infrastructure, equipment, emissions, or discharges of / from the premises. Note that that a category checklist(s) may still be required for renewal applications. You will be advised in your renewal notification letter (sent approximately twelve months before the licence expiry date) if you are required to provide the information identified in a category checklist. Where a category checklist is submitted, please specify which checklist(s) in the space below.	☒	☐
	List title(s) of category checklists attached:	N/A		

Part 13: Proposed fee calculation

INSTRUCTIONS:

Different fee units apply for different fee components. Fee units may also have different amounts depending on the period in which the calculation is made.

Once DWER has confirmed that the application submitted meets the relevant requirements of the EP Act, you will be issued an invoice with instructions for paying your application fee.

Further information on fees can be found in the *Fact Sheet: Industry Regulation fees*, and on DWER's website.

13.1	Only the relevant fee calculations are to be completed as follows: *[mark the box to indicate section s completed]*	☐ Section 13.3 for works approval applications ☒ Section 13.4 for licence / renewal applications ☐ Section 13.5 for registration applications ☐ Section 13.6 for amendment applications ☐ Section 13.7 for applications requiring clearing of native vegetation
13.2	All information and data used for the calculation of proposed fees has been provided in accordance with Section 13.8.	☐

13.3 Proposed works approval fee

Proposed works approval fee (see Schedule 3 of the EP Regulations)

Fees relate to the cost of the works, including all capital costs (inclusive of GST) associated with the construction and establishment of the works proposed under the works approval application. This includes, for example, costs associated with earth works, hard stands, drainage, plant hire, equipment, processing plant, relocation of equipment and labour hire.

Costs exclude:

- the cost of land
- the cost of buildings to be used for purposes unrelated to the purposes in respect of which the premises are, or will become, prescribed premises
- costs for buildings unrelated to the prescribed premises activity or activities
- consultancy fees relating to the works.

Fee component	Proposed fee
Cost of works: $	$

13.4 **Proposed licence fee (new licences and licence renewals)**

Detailed licence fee calculations

Part 1 Premises component (see r.5D and Part 1 of Schedule 4 of the EP Regulations)

The production or design capacity should be the maximum capacity of the premises. For most categories, the production or design capacity refers to an annual rate. The figure should be based on 24 hour operation for 365 days, unless there is another regulatory approval or technical reason that restricts operation.

The premises component fee applies to the category in Part 1, Schedule 4 incurring the higher or highest amount of fee units in accordance with r.5D(2) of the EP Regulations.

List all categories (insert additional rows as required). Use only the higher or highest amount of fee units to determine the Part 1 fee component.

Category	Production or design capacity	Fee units
2	8,000	100
Using the higher or highest amount of fee units, Part 1 component subtotal		[redacted]

Part 2 Waste (see r.5D(1a)(b) and Part 2 of Schedule 4 of the EP Regulations)

If your premises includes one or more of the following categories specify any applicable Part 2 waste amounts. Do not include Part 3 waste components of these discharges in the below calculations.

Categories: 5, 6, 7, 8, 9, 12, 14, 44, 46, 53, 54A, 70, 80, or 85B

Part 2 waste means waste consisting of –

(a) tailings; or
(b) bitterns; or
(c) water to allow mining of ore; or
(d) flyash; or
(e) waste water from a desalination plant.

If the premises does not fall into one of the categories listed above, or there are no applicable Part 2 waste amounts, the sub total for this section will be $0.

Insert additional rows as required. Sum all Part 2 waste fees to determine the sub total.

Discharge quantity (tonnes/year)	Fee units
N/A	
Part 2 component subtotal	$0

Part 3 Waste – Discharges to air, onto land, into waters (see Part 3 of Schedule 4 of the EP Regulations)

Choose the appropriate location of the discharge and enter the discharge amount(s) in the units specified in the EP Regulations. This should be the amount of waste expected to be discharged over the next 12 months, expressed in the units and averaging period applicable for that waste kind (for example, g/minute or kg/day). Amounts can be measured, calculated, or estimated and can be based on data acquired over the previous 12 months, but should be based on the maximum premises capacity and not the forecast operating hours.

Where there are discharges, all prescribed waste types must be considered in the fee calculation. If a specified waste type is not present in the discharge, this must be justified using an appropriate emission estimation technique (for example, sampling data, industry sector guidance notes, National Pollution Inventory guides and emission factors).

Discharges to air			
Discharges to air	Discharge rate (g/min)	Discharges to air	Discharge rate (g/min)
Carbon monoxide		Nickel	
Oxides of nitrogen		Vanadium	
Sulphur oxides		Zinc	
Particulates (Total PM)		Vinyl chloride	
Volatile organic compounds		Hydrogen sulphide	
Inorganic fluoride		Benzene	
Pesticides		Carbon oxysulphide	
Aluminium		Carbon disulphide	
Arsenic		Acrylates	
Chromium		Beryllium	
Cobalt		Cadmium	
Copper		Mercury	
Lead		TDI (toluene-2, 4-di-iso-cyanate)	
Manganese		MDI (diphenyl-methane di-iso-cyanate)	
Molybdenum		Other waste	
Part 3 component subtotal		$	

Discharges onto land or into waters		Discharge rate
1. Liquid waste that can potentially deprive receiving waters of oxygen (for each kilogram discharged per day) —	(a) biochemical oxygen demand (in the absence of chemical oxygen demand limit)	
	(b) chemical oxygen demand (in the absence of total organic carbon limit)	
	(c) total organic carbon	
2. Bio-stimulants (for each kilogram discharged per day) —	(a) phosphorus	
	(b) total nitrogen	
3. Liquid waste that physically alters the characteristics of naturally occurring waters —	(a) total suspended solids (for each kilogram discharged per day)	
	(b) surfactants (for each kilogram discharged per day)	
	(c) colour alteration (for each platinum cobalt unit of colour above the ambient colour of the waters in each megalitre discharged per day)	
	(d) temperature alteration (for each 1°C above the ambient temperature of the waters in each megalitre discharged per day) — (i) in the sea south of the Tropic of Capricorn (ii) in other waters	

4. Waste that can potentially accumulate in the environment or living tissue (for each kilogram discharged per day) —	(a) aluminium	
	(b) arsenic	
	(c) cadmium	
	(d) chromium	
	(e) cobalt	
	(f) copper	
	(g) lead	
	(h) mercury	
	(i) molybdenum	
	(j) nickel	
	(k) vanadium	
	(l) zinc	
	(m) pesticides	
	(n) fish tainting wastes	
	(o) manganese	
5. *E. coli* bacteria as indicator species (in each megalitre discharged per day) —	(a) 1,000 to 5,000 organisms per 100 ml	
	(b) 5,000 to 20,000 organisms per 100 ml	
	(c) more than 20,000 organisms per 100 ml	
6. Other waste (per kilogram discharged per day) —	(a) oil and grease	
	(b) total dissolved solids	
	(c) fluoride	
	(d) iron	
	(e) total residual chlorine	
	(f) other	
Part 3 component subtotal		$0

Summary – Proposed licence fee	
Part 1 Component	[redacted]
Part 2 Component	$0
Part 3 Component	$0
Total proposed licence fees:	[redacted]

13.5 **Prescribed fee for registration**	
A fee of 24 units applies for an application for registration of premises, unless the occupier of the premises holds a licence in respect of the premises, in accordance with r.5B(2)(c) of the EP Regulations.	☐ (Tick to acknowledge)

13.6 **Amendment fee (works approval or licence)**	
The fee prescribed for an application for an amendment to a works approval or licence is calculated in accordance with r.5BB(1)(a) of the EP Regulations: • for a single category of prescribed premises to which the works approval or licence relates, by using the fee unit number corresponding to the prescribed premises category and relevant design capacity threshold in Schedule 4 Part 1 of the EP Regulations. • for multiple categories of prescribed premises to which the works approval or licence relates, by using the highest fee unit number corresponding to the prescribed premises categories and design capacity threshold in Schedule 4 Part 1 of the EP Regulations.	
Fee Units	Proposed fee
	$

13.7 **Prescribed fee for clearing permit**	
In accordance with the *Guideline: Industry Regulation Guide to Licensing* and *Procedure: Native vegetation clearing permits*, where approval to clear native vegetation is sought as part of an application for a works approval or licence, DWER may elect to either jointly or separately determine the clearing component of the application. Where DWER separately determines the clearing component of an application, the application will be deemed to be an application for a clearing permit under s.51E of the EP Act and processed accordingly. Note: If a clearing permit application has been separately submitted and accepted by DWER, a refund for the clearing permit application will not be provided where DWER determines to address clearing requirements as part of a related works approval application.	☐ (Tick to acknowledge)

13.8 **Information and data used to calculate proposed fees**	
The detailed calculations of fee components, including all information and data used for the calculations are to be provided as attachments to this application, labelled as **Attachment 10**, with an appropriate suffix (for example 10A, 10B etc.). Please specify the relevant attachment number in the space/s provided below.	
Proposed fee for works approval	Attachment No.
Details for cost of works	
Proposed fee for licence	Attachment No.
Part 1: Premises	
Part 2: Waste types	
Part 3: Discharges to air, onto land, into waters	

Part 14: Commercially sensitive or confidential information

NOTE:
Information submitted as part of this application will be made publicly available. If you wish to submit commercially sensitive or confidential information, please identify the information in Attachment 11, and include a written statement of reasons why you request each item of information be kept confidential.

Information submitted later in the application process may also be made publicly available at DWER's discretion. For any commercially sensitive or confidential information, please follow the same process as described above.

DWER will take reasonable steps to protect genuinely confidential or commercially sensitive information. However, please note that DWER cannot commit to redacting all personal information from all supporting documents. You are advised to ensure that all personal information, including signatures, are removed from supporting documents prior to submitting them to the department. Please note that all submitted information may be the subject of an application for release under the *Freedom of Information Act 1992*.

	Attached	N/A
All information which you would propose to be exempt from public disclosure has been separately placed in a redacted version of the application form and its supporting documentation. Note that this is in addition to the unredacted version(s) provided to DWER for its assessment. Grounds for claiming exemption in accordance with Schedule 1 to the *Freedom of Information Act 1992* must be specified in **Attachment 11** (located at the end of this form).	☐	☒

Part 15: Submission of application	
INSTRUCTIONS: **Check one of the boxes below to nominate how you will submit your application.** **Files larger than 50MB cannot be received via email by DWER. Files larger than 50MB can be sent via File Transfer. Alternatively, email DWER to make other arrangements.**	
A full, signed, electronic copy of the application form including all attachments has been submitted via email to info@dwer.wa.gov.au; **OR**	☒
A signed, electronic copy of the application form has been submitted via email to info@dwer.wa.gov.au and attachments have been submitted via File Transfer, or electronically by other means as arranged with DWER; **OR**	☐
A full, signed hard copy has been sent to: APPLICATION SUBMISSIONS Department of Water and Environmental Regulation Locked Bag 10 Joondalup DC WA 6919	☐

Part 16: Declaration and signature

General

I / We confirm and acknowledge that:

- the information contained in this application is true and correct;
- I / we have legal authority to sign on behalf of the applicant (where authorisation provided);
- I / we have not altered the requirements and instructions set out in this application form;
- I / we have provided a valid email address in Section 2.3 for receipt of correspondence electronically via email from DWER in relation to this application;
- that successful delivery to my / our server constitutes receipt of correspondence sent electronically via email from DWER in relation to this application; and
- I / we have provided a valid postal and/or business address in Section 2.4 for the service of all Part V documents.
- giving or causing to be given information that to my knowledge is false or misleading is an offence under s.112 of the EP Act and may incur a penalty of up to $100,000.

Publication

I / We confirm and acknowledge:

- this application (including all attachments apart from the sections identified in Attachment 11) is a public document and may be published;
- marine surveys provided in accordance with Part 5 will be published and used, for the purposes of the IMSA project, in accordance with your declaration made in the *Metadata and Licensing Statement*;
- all necessary consents for the publication of information have been obtained from third parties;
- information considered exempt from public disclosure has been noted by redaction of a separately provided copy of the completed application form and its supporting documentation (in accordance with Part 14), with reasons as to why the information should be exempt in accordance with the grounds specified in Schedule 1 to the *Freedom of Information Act 1992* (WA) being provided in Attachment 11;
- subsequent information provided in relation to this application will be a public document and may be published unless written notice has been given to DWER by the applicant, at the time the information is provided, claiming that the information is considered exempt from public disclosure; and
- the decision to not publish information will be at the discretion of the CEO of DWER and will be made consistently with the provisions of the *Freedom of Information Act 1992* (WA).

[redacted]

29 April 2025

Date

29 April 2025

Date

Position

NOTE: This form may be signed:

- **if the applicant is an individual, by the individual;**
- **if the applicant is a corporation, by:**
  - **the common seal being affixed in accordance with the *Corporations Act 2001* (Cth); or**
  - **two directors; or**
  - **a director and a company secretary; or**
  - **if a proprietary company has a sole director who is also the sole company secretary, by that director; and**
- **by a person with legal authority to sign on behalf of the applicant.**

ATTACHMENT 11 – Confidential or commercially sensitive information

Request for exemption from publication			
Information which you consider should not be published, on the grounds of a relevant exemption found in Schedule 1 to the *Freedom of Information Act 1992* (WA), must be specified in this Attachment. Add additional rows as required.			
NOT FOR PUBLICATION IF GROUNDS FOR EXEMPTION ARE DETERMINED TO BE ACCEPTABLE			
Section of this form:		Grounds for claiming exemption:	
Section of this form:		Grounds for claiming exemption:	
Section of this form:		Grounds for claiming exemption:	

_____

Full Name

_____ _____

Signature Date

Attachment 1A: Proof of occupier status

WESTERN AUSTRALIA

TITLE NUMBER	
Volume	Folio
2172	**634**

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

REGISTRAR OF TITLES WESTERN AUSTRALIA

THIS IS A MULTI-LOT TITLE

LAND DESCRIPTION:

LOT 1316 ON DEPOSITED PLAN 127417
LOT 1317 ON DEPOSITED PLAN 127418
LOT 1324 ON DEPOSITED PLAN 127423
LOT 1564 ON DEPOSITED PLAN 130628
LOT 1571 ON DEPOSITED PLAN 130703
LOT 1793 ON DEPOSITED PLAN 134345
LOT 1792 ON DEPOSITED PLAN 134346
LOT 1971 ON DEPOSITED PLAN 136200

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)

MYARA DOWNS PTY LTD OF CARE OF BYFIELDS 30 KEYMAR STREET BELMONT WA 6104
(T O630402) REGISTERED 3/2/2021

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

1. THE LAND THE SUBJECT OF THIS CERTIFICATE OF TITLE EXCLUDES ALL PORTIONS OF THE LOT DESCRIBED ABOVE EXCEPT THAT PORTION SHOWN IN THE SKETCH OF THE SUPERSEDED PAPER VERSION OF THIS TITLE. SEE VOLUME 2172 FOLIO 634 AS TO LOT 1316 ON DP 127417, LOT 1317 ON DP 127418, LOT 1324 ON DP 127423, LOT 1793 ON DP 134345 ONLY
2. O630403 MORTGAGE TO WESTPAC BANKING CORPORATION REGISTERED 3/2/2021.

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: 2172-634 (1316/DP127417), 2172-634 (1317/DP127418), 2172-634 (1324/DP127423), 2172-634 (1564/DP130628), 2172-634 (1571/DP130703),

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www.landgate.wa.gov.au

WILLIAMS + HUGHES
COMMERCIAL AND LITIGATION LAWYERS

INTENSIVE PIGGERY LEASE

Parts of 2390, 2391, 2293 and 2469 Yerecoin South East Road, Lake Ninan

MYARA DOWNS PTY LTD
(ACN 629 313 453)
(Lessor)

CRAIG MOSTYN FARMS PTY LTD
(ACN 127 068 115)
(Lessee)

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Williams & Hughes Pty Ltd (ACN 109 119 253) trading as Williams and Hughes. Liability limited by a scheme approved under Professional Standards Legislation.

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THIS DEED is made on 24th May. 2021

PARTIES

(1) **MYARA DOWNS PTY LTD** (ACN 629 313 453) of 1025 Yerecoin South East Road Yerecoin, Western Australia (**Lessor**)

(2) **CRAIG MOSTYN FARMS PTY LTD** (ACN 127 068 115) of 6 Short Street, Fremantle, Western Australia (**Lessee**)

BACKGROUND

(A) The Lessor is the registered proprietor of the Farms.

(B) Michael John Brennan (**Brennan**) and the Lessee have entered into contracts relating to the intensive piggery on the Farms.

(C) Subject to the conditions precedent in this Lease, the Lessor has agreed to lease the Leased Area to the Lessee and the Lessee has agreed to lease the Leased Area from the Lessor on the terms set out in this Lease.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Lease:

Additional Report	has the meaning given in clause 5.3.
Agreement Date	means the date appearing at the start of this Lease.7
Agripork	means Agripork Australia Pty Ltd (ACN 073 374 071) in its own capacity unless otherwise stated.
Approval	means any approval, permit, consent, licence, authority or other permission required from any Authority in order to use the Leased Area for the Permitted Use.
Asset Purchase Agreement	has the meaning given in clause 2.1.
Authority	includes any federal, state or local authority, and a person authorised to carry out a statutory function and any government or government department, a governmental or semi-governmental or judicial person (whether autonomous or not) charged with the administration of any applicable law.
Board	has the meaning given in clause 2.1.

Brennan	means Michael John Brennan of Yerecoin South East Road, Wongan Hills, Western Australia.
Business Day	means a day that is not a Saturday, Sunday or public holiday in Western Australia.
Commencement Date	means the commencement date of this Lease referred to in Item 4(b) of Schedule 1.
Compliance Expenditure	has the meaning given to it in clause 11.2(b).
Conditions	has the meaning given in clause 2.1.
Consequential Loss	includes any special, incidental, exemplary or consequential loss or damage, loss of profits, loss of use, loss of reputation or business standing.
Contamination	has the same meaning as in the *Contaminated Sites Act 2003 WA)* and **Contaminate** and **Contaminated** have corresponding meanings.
CPI	means the Consumer Price Index (All Groups Index - Perth) published by the Australian Bureau of Statistics or, if that index is discontinued, the index substituted by the President of the Institute of Chartered Accountants in Australia (WA Branch) as an index which reflects changes in the cost of living for the City of Perth.
CPI Rent Review Date	means each of the dates referred to as such in Schedule 1.
Dispute	has the meaning given to it in clause 14.
Employment Agreements	has the meaning given in clause 2.1.
Encumbrance	has the same meaning ascribed by the Joint Form of General Conditions approved by the Real Estate Institute of Western Australia and the Law Society of Western Australia (2018 edition).
End Date	means 60 days from the Agreement Date or such other date as agreed between the Parties in writing.
Environment	has the same meaning given in the *Environmental Protection Act 1986 (WA)*.
Event of Force Majeure	has the meaning given in clause 21.1.
Expiry Date	means the expiry date of this Lease referred to in Item 4(c) Schedule 1.

Exit Report	has the meaning given in clause 5.2.
Farm	means a land lot described in Item 1 of Schedule 1, and **Farms** means all of those lots.
First Renewed Term	means the first further term mentioned in Item 6.1 of Schedule 1.
Good Farming Practice	means the practice of pig breeding, growing and finishing in a proper and skilful manner and according to approved industry methods having regard to the locality in which the Leased Area is situated.
Grain Purchase Agreement	has the meaning given in clause 2.1.
Grain Storage Units	means grain storage silos A to D inclusive located adjacent to the Mill on Lot 1316 and silo E on Lot 3267.
GST	has the meaning given to it in the GST Act.
GST ACT	means *A New Tax System (Goods and Services) Act 1999* (Cth).
House and Donga	has the meaning given in clause 3.3.
Initial Report	has the meaning given in clause 5.1.
Law	includes any present or future requirement of any statute, regulation, proclamation, ordinance or by-law, whether State, Federal, local or otherwise.
Lease	means this lease, as varied from time to time in accordance with its terms.
Leased Area	means the portions of the Farms leased by the Lessee pursuant to this Lease as referred to in clause 3.1 and Item 2 of Schedule 1, subject to survey as referred to in clause 3.2. For identification purposes only the Leased Area is shown as the area within the black hatched polygons on the plans in Schedules 2, 3, 4 and 5.
Lessee's Property	includes property that the Lessee owns, hires or leases (other than from the Lessor), including the Pigs and the items listed in Schedule 6.
Lessor's Property	means all property and improvements owned by the Lessor on the Leased Area including: (a) the House and Donga; (b) other buildings and sheds;

(c) the Mill;

(d) pig shelters;

(e) the Grain Storage Units;

(f) the Water Infrastructure;

(g) drains, roads, fences, yards, pens, livestock feeders, storage equipment and infrastructure, gates, lights, communication lines, plant and equipment and electrical supply lines; and

(h) other plant, equipment and chattels.

Licensed Valuer means a valuer who:

(a) is a licensed valuer under the *Land Valuers Licensing Act 1978*;

(b) is a full member of the Australian Property Institute (Inc) (WA Division) of not less than 5 years standing; and

(c) has had not less than 5 years practical experience in the valuation of premises in the wheat belt region of Western Australia and in the determination of commercial rental valuations of similar premises to the Farms.

Lot 1316 has the meaning given to it in Item 1 of Schedule 1.

Lot 1348 has the meaning given to it in Item 1 of Schedule 1.

Lot 1793 has the meaning given to it in Item 1 of Schedule 1.

Lot 3267 has the meaning given to it in Item 1 of Schedule 1.

Make Good means, subject to clauses 10.6(d), 10.6(e) and 11.4, the following:

(a) subject to clause 25, removal from the Leased Area of all of the Lessee's Property;

(b) repair and rectification of damage caused by the Lessee or anyone the Lessee is responsible for; and

(c) decontamination and remediation of the Leased Area and any adjoining land near the Leased Area that is or becomes Contaminated as a result of breach by the Lessee of clause 10.5,

but does not include washing out of any pig shelters.

Market Rent	in connection with any review of the annual Rent payable under this Lease means the best Rent obtainable at the time of the review in a free and open market if all the relevant factors, matters or variables used in proper land valuation practice having been taken into account, the Leased Area were vacant and to let on similar terms as are contained in this Lease, but excluding from consideration any improvements made by the Lessee or Approvals obtained by the Lessee.
Market Review	means a review of Rent pursuant to clause 4.2.
Mill	means the feed mill located on Lot 1316.
Muresk Farm	means the farm located at 1 Mursek Road, Northam, Western Australia on which an intensive commercial piggery is located and which is operated by Agripork, being a portion of the land within Lot R30718 Land ID Number 3724187
Permitted Use	means the permitted use specified in Item 7 of Schedule 1.
PIC Lease	has the meaning given in clause 2.1.
Pig	means a pig owned by the Lessee or any company within the Craig Mostyn group of companies (including any subsidiary of Craig Mostyn Holdings Pty Ltd ACN 008 398 356) or which is leased by the Lessee under the PIC Lease.
PPS Act	means the *Personal Property Securities Act 2009* (Cth).
PPS Register	means the Personal Property Securities Register established under section 147 of the PPS Act.
Pre-existing Contamination	has the meaning given in clause 10.5.
Property Condition Report	means a property condition report recording the condition of the Leased Area and the Lessor's Property on the Leased Area, being an Initial Report, Exit Report or Additional Report.
Related Corporation	means a related body corporate as defined in the *Corporations Act 2001* (Cth).

Renewed Term	means each further term, being the First Renewed Term and the Second Renewed Term as referred to in Item 6 of Schedule 1.
Rent	means the Rent specified in Item 3 of Schedule 1, or as varied from time to time in accordance with the terms of this Lease.
Review Date	means the date or dates specified in Schedule 1 upon and from which the Rent shall be reviewed.
Second Renewed Term	means the second further term mentioned in Item 6.1 of Schedule 1.
Services	means every utility service that is provided in relation to the Leased Area (if any).
Scheme Water	means water that is supplied to the Farms by a Government authority, not via extraction from water bores on the Farms.
Specified Encumbrances	means the mortgage(s) referred to in Schedule 7.
Stockpiled Manure	has the meaning given in clause 7.9.
Term	means the period specified in Item 4 of Schedule 1 and includes any extension or renewal of it including the First Renewed Term and Second Renewed Term referred to in Schedule 1.
Water Infrastructure	means any tanks, troughs, dams, windmills, bores, bore heads, bore drains, pumps, compressors, reticulation and other machinery and apparatus on the Farms used for the extraction of natural water supplies and reticulating them to outlets on the Leased Area.

Derivatives of a word or expression defined in this clause have a corresponding meaning to that assigned to it in this clause.

1.2 Interpretation

In this Lease, unless the context otherwise requires:

(a) headings are for convenience only and do not affect interpretation;

(b) the expression person includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;

(c) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;

(d) a reference to any document (including this Lease) is to that document as varied, novated, ratified or replaced from time to time;

(e) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;

(f) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;

(g) reference to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Lease and a reference to this Lease includes any schedule, exhibit or annexure to this Lease;

(h) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(i) a reference to $ or dollar is to Australian currency;

(j) a reference to a payment is to a payment by bank cheque unless the recipient otherwise allows;

(k) "including" and similar expressions are not words of limitation; and

(l) a right or obligation of any two or more persons confers that right or imposes that obligation, as the case may be, on each of them severally and on any two or more of them jointly.

2. CONDITIONS

2.1 Conditions Precedent

This Lease is subject to and conditional upon the following conditions precedent being satisfied or waived:

(a) the Lessee's Board of Directors (the **Board**) passing a resolution that this Lease and the transactions contemplated by this Lease are approved by the Board;

(b) the Lessee and Florian Nominees Pty Ltd (ACN 008 877 218) as Trustee For The Field Farming Trust Trading as Kintamani Farms (ABN 28 702 517 956) entering into an agreement to purchase grain, on acceptable terms to the Parties (**Grain Purchase Agreement**);

(c) Brennan, the Lessee and others entering into an asset purchase agreement, on acceptable terms to the parties to it (**Asset Purchase Agreement**);

(d) the Lessee and PIC Australasia Pty Ltd (ACN 080 582 074) entering into a lease agreement in relation to leasing sows, boars and gilts located at the Muresk Farm and the Farms (**PIC Lease**);

(e) satisfaction (or waiver by the Lessee) of all conditions precedent applicable to the Asset Purchase Agreement becoming binding and operative on the parties to it; and

(f) there being no material adverse change in the business, financial or trading position, or assets, liabilities or profitability or prospects of Agripork, or any event reasonably likely to result in such a material adverse change,

(together, the **Conditions**).

2.2 Failure of Conditions

If any of the Conditions have not been satisfied or waived (in accordance with clause 2.4 of this Agreement) on or before the End Date, the Lessee may terminate this Lease by giving notice to the Lessor to that effect.

2.3 Best Endeavours

The Parties must each use their best endeavours to ensure the Conditions are satisfied (where not otherwise waived) before as soon as practicable after the Agreement Date and in any event before the End Date.

2.4 Waiver

The Lessee may waive any and all of the Conditions at its sole and unfettered discretion.

2.5 Termination

If this Lease is terminated pursuant to clause 2.2, the Parties will have no further rights or obligations under this Agreement except for rights and obligations referred to in clauses 13, 26 and 29.1.

2.6 Extension of End Date

The End Date may be extended by mutual written agreement between the Parties. The Parties will act reasonably to grant extensions of the End Date to accommodate extensions reasonably required to implement this Agreement.

3. GRANT OF LEASE

3.1 Grant

Subject to clause 2, the Lessor leases the Leased Area to the Lessee for the Term on the terms set out in this Lease.

3.2 Determination of Leased Area

(a) The Parties agree that the plans of parts of Lot 1316, Lot 1348, Lot 1793 and Lot 3267 attached at Schedule 2, Schedule 3, Schedule 4 and Schedule 5 respectively show the approximate Leased Area only and are provided in this Lease for identification purposes only.

(b) As soon as practicable after the Agreement Date the Lessee will arrange, at the Lessee's cost, for a surveyor to survey the Farms and provide accurate plans of those parts of the Farms that will be the Leased Area, including the House and Donga (the **New Plans**). The Lessor will consult the Lessee when preparing the New Plans and the Parties will agree to and initial the New Plans to be inserted at Schedule 2, Schedule 3, Schedule 4 and Schedule 5.

3.3 House and Donga

(a) The Parties acknowledge that:

(i) the Lessee will use the dwelling house and one portable house/donga located within Lot 1348 (together the **House and Donga**) for providing places of residence for certain personnel of the Lessee; and

(ii) the Lessee will enter into Form 1AA residential tenancy agreements with those personnel as required under the *Residential Tenancies Act 1987 (WA)*, with the Lessee as sublessor and the relevant personnel as sublessee.

(b) The Lessor consents to the subtenancy arrangements referred to in clause 3.3(a).

3.4 Items purchased by Lessee

The Parties acknowledge and agree that the items listed in Schedule 6 were purchased by the Lessee pursuant to the Asset Purchase Agreement and are the sole property of the Lessee at all times.

4. RENT

4.1 Lessee's obligation to pay Rent

The Lessee must pay the Rent during the Term without (subject to clause 4.5) any deduction or set-off:

(a) to the Lessor by electronic funds transfer to the Lessor's bank account as advised in writing to the Lessee from time to time; and

(b) by the instalments and on the dates specified in item 3 of Schedule 1.

4.2 Market Rent Review

The annual Rent payable as from each Market Review Date is to be the annual Rent reviewed on the following basis:

(a) such annual Rent as the Lessor and the Lessee agree in writing is the then Market Rent for the Leased Area; or

(b) if the Lessor and the Lessee are unable to so agree prior to one month before the due date for such review (or such later date as may be mutually agreed), an amount equivalent to that determined as the Market Rent of the Leased Area by either:

(i) a Licensed Valuer appointed in writing by agreement between the Lessor and the Lessee not less than 21 days prior to the due date for such review; or

(ii) if the Lessor and the Lessee fail to agree on the appointment as contemplated in paragraph (i) above, then by two Licensed Valuers, one of whom is appointed by the Lessor and one of whom is appointed by the Lessee, such appointments to be made not less than 14 days prior to the due date for such review provided that if the Lessor or the Lessee fails to make the appointment contemplated in this paragraph (ii) in accordance with this paragraph (herein non-appointing party), then that party's appointment may be made on its behalf by the President or other senior officer for the time being of the Australian Property Institute (W.A. Division) (herein the **President**) at the request of either the Lessor or the Lessee in which case each non-appointing party agrees to ratify and confirm any appointment made on its behalf by such President or other senior officer and provided further that, if the two Licensed Valuers referred to in this paragraph (ii) cannot agree on the Market Rent for the Leased Area on any Market Review, the question shall be referred to a third Licensed Valuer which third Licensed Valuer shall be appointed by the President at the request of either the Lessor or the Lessee and such third person shall act as an expert.

4.3 Market Review costs

On any Market Review, the Lessor and the Lessee each shall pay the costs of any Licensed Valuer appointed or deemed to be appointed by it, and the Lessee and Lessor shall each pay one half of the costs of any other Licensed Valuer.

4.4 CPI Rent Review

The annual Rent payable from and after a CPI Rent Review Date will be the amount represented by A in the formula below:

$$A = B \times \frac{C}{D}$$

where:

B is the Rent payable immediately prior to the relevant CPI Rent Review Date;

C is the CPI for the calendar year ending immediately prior to the relevant CPI Rent Review Date; and

D is the CPI for the calendar year ending immediately prior to the last CPI Rent Review Date or, in the case of the first CPI Rent Review Date, the Commencement Date.

4.5 Recovery by Lessee of Compliance Expenditure

(a) If the Lessor has not repaid Compliance Expenditure referred to in a notice given under clause 10.6(h) in full within 14 days of the date of that notice, the Lessee shall be entitled to recover that Compliance Expenditure by applying and setting off four equal deductions against the next four Rent instalments due under this Lease. For example, if the incurred Compliance Expenditure is $10,000 the Lessee shall be entitled to deduct that amount against Rent due and reduce the next four Rent instalments by $2,500 per instalment.

(b) If the remaining number of Rent instalments due under this Lease is less than four, the Lessee shall be entitled to recover Compliance Expenditure that has not yet been repaid to the Lessee by applying and setting off the full amount of that Compliance Expenditure as a deduction and setoff against future Rent instalments until the full amount of Compliance Expenditure has been recovered by the Lessee.

4.6 Preservation of rights

In the event of the Reviewed Rent being agreed, calculated or determined after the relevant Review Date, the Lessee shall continue paying the Rent at the rate being paid immediately prior to the relevant Review Date from such date until the date upon which the Reviewed Rent is agreed, calculated or determined (as the case may be) and thereafter in accordance with such agreement, calculation or determination and thereupon there shall be due to the Lessor from the Lessee as Rent payable on demand the difference (if any) between the Rent paid as aforesaid and the Rent due from the relevant Review Date applying pursuant to such agreement, calculation or determination.

5. PROPERTY CONDITION REPORTS

5.1 Initial Report

(a) As soon as practicable after the Commencement Date, the Parties must conduct an inspection of the Leased Area including the Lessor's Property and adjoining land near the Leased Area and prepare a Property Condition Report, including to determine the degree of Contamination (if any) of the Leased Area and adjoining land near the Leased Area at the Commencement Date (**Initial Report**).

(b) The Parties agree that the condition of the Leased Area including the Lessor's Property and adjoining land near the Leased Area at the Commencement Date is as stated in the Initial Report.

(c) The Lessee and Lessor agree that the Initial Report shall serve as a comparison base for determining the environmental condition of the Leased Area and adjoining land near the Leased Area for the purposes of determining future environmental liability pursuant to this Lease.

5.2 Exit Report

In addition to its other obligations under this Lease, the Lessee shall at least two months before the expiry of the Term (or in the event that this Lease is terminated or determined earlier, then within 60 days of such actual termination) undertake a further

Property Condition Report in relation to the Leased Area and adjoining land near the Leased Area (**Exit Report**).

5.3 Additional Reports

(a) Subject to clause 5.3(b), in the event that the Lessor has reason to suspect or believe (on reasonable grounds) that there may be any Contamination that has occurred or is occurring on the Leased Area or adjoining land near the Leased Area which was caused by or contributed to by the Lessee, then within 3 months of receiving a written request from the Lessor the Lessee must promptly undertake an additional Property Condition Report in relation to the Leased Area and adjoining land near the Leased Area (**Additional Report**).

(b) An Additional Report may only be requested once during any 12 month period during the Term, and no earlier than 12 months after the Commencement Date.

5.4 Remediation

(a) Promptly following the Lessee obtaining an Additional Report or the Exit Report which discloses Contamination caused by or contributed to by the Lessee requiring remedial work, the Lessee shall as soon as practicable and at its own cost perform decontamination and remedial work, including the investigation, assessment, management and/or remediation of the Leased Area and adjoining land near the Leased Area (as the case may be) as required by Law.

(b) In the event that a dispute should arise between the Lessor and the Lessee in respect to the obligations of the Lessee to undertake remedial work or whether or not the Lessee has caused or contributed to Contamination of the Leased Area and adjoining land near the Leased Area, then such dispute shall be resolved by expert determination under clause 14.6.

(c) The Parties acknowledge and accept that it is intended by both Parties that at the expiration or sooner determination of the Term, the Leased Area will be handed back and delivered to the Lessor by the Lessee in a manner which ensures that the Leased Area can be used for commercial use as an intensive piggery, provided always that the Lessee shall not be obliged to:

(i) hand back and deliver the Leased Area in a condition which is better than as disclosed in the Initial Report; and

(ii) remediate any Contamination that was not caused by or contributed to by the Lessee.

5.5 Costs

(a) The costs of undertaking and obtaining the Initial Report shall be paid by the Lessor.

(b) The costs of undertaking and obtaining any Additional Report shall be shared in equal proportions by the Parties.

(c) The costs of undertaking and obtaining an Exit Report shall be borne by the Lessee.

6. OTHER PAYMENTS TO BE MADE

6.1 Service charges

The Lessee must promptly pay directly to the supplier concerned or if the Lessor so directs, to the Lessor, all charges for Services (if any) that are used on or supplied to the Leased Premises and consumed by the Lessee, including water, gas, electricity and telecommunications.

6.2 Costs of this Lease

Each Party will pay their own costs for the negotiation, preparation and completion of this Lease. The Lessee must pay any reasonable mortgagee's consent fees.

6.3 GST

(a) In this clause, the terms used have the meanings as defined in the GST Act.

(b) The Rent and all other amounts agreed to be paid by the Lessee to the Lessor, being the consideration for the supply expressed in this Lease, are exclusive of GST.

(c) In respect of any liability of the Lessor for GST under this Lease and the renewal or extension of this Lease, including for Rent or any consideration for any other taxable supply, the Lessee must pay to the Lessor at the same time as any payment is made involving the Lessor in GST liability, the additional amount of GST, together with the payment to which it relates.

(d) If the Lessor is entitled to an input tax credit in relation to any amount recoverable from the Lessee under clause 6.3(c), the amount payable by the Lessee will be reduced by the amount of the input tax credit which the Lessor has received or claims and is entitled to receive.

(e) The making of each payment by the Lessee under clause 6.3(c) is subject to the Lessor delivering to the Lessee, as required under the GST Act, tax invoices in a form which complies with the GST Act and the regulations to enable the Lessee to claim input tax credits in respect of the taxable supply.

7. USE OF THE LEASED AREA

7.1 Lessee's right to be free from interference

The Lessee is entitled to quiet enjoyment of the Leased Area. The Lessee may occupy and use the Leased Area free from interruption or interference by the Lessor or anyone who claims through the Lessor.

7.2 The Lessee's right to have access to the Leased Area

The Lessee may have access to and use of the Leased Area at any time.

7.3 Lessor's Property

(a) The Lessee's right to use and access the Leased Area includes the right to use the Lessor's Property on the Leased Area, subject to the terms of this Lease.

(b) The Lessee must not remove any of the Lessor's Property from the Leased Area without the Lessor's consent.

(c) The Lessee acknowledges and agrees that this Lease may give rise to a security interest in favour of the Lessor.

(d) The Lessor may make a registration on the PPS Register against the Lessee to protect any security interest held by the Lessor and arising out of or in connection with this Lease.

(e) The Lessee waives any right it may have to receive notice of any registration made by the Lessor on the PPS Register, including pursuant to section 157 of the PPS Act.

7.4 Lessee's right to use Services

(a) The Lessee is entitled to use the Services.

(b) The Lessee must not interfere with the Services, except where it is necessary to effect routine maintenance to the Services pursuant to a maintenance contract that has received the prior written approval of the Lessor.

(c) Except to the extent directly attributable to the Lessee, the Lessee is not responsible in any way if a Service fails (wholly or partially).

7.5 Permitted Use

(a) The Lessee must use the Leased Area including the Lessor's Property on the Leased Area for the Permitted Use.

(b) The Lessee must not do anything to or on the Leased Area, or allow anything to be done to or on the Leased Area which, in the Lessor's reasonable opinion:

(i) is inherently dangerous to people or property; or

(ii) is unlawful.

7.6 Conduct of Lessor

The Lessor must not do anything to or on the Leased Area, or allow anything to be done to or on the Leased Area which, in the Lessee's reasonable opinion:

(a) is inherently dangerous to people or property; or

(b) is unlawful.

7.7 Storage of chemical and hazardous things

The Lessee must not store any chemical or hazardous thing on the Leased Area except to the extent that it is necessary for the conduct of the Permitted Use.

7.8 Waste and rubbish

The Lessee will be responsible for the removal of all rubbish and waste on the Leased Area, except to the extent that the Lessor or someone the Lessor is responsible for brings onto the Leased Premises any waste of rubbish.

7.9 Pig muck and manure

(a) The Lessee agrees to regularly remove muck and manure from the Pig shelters on the Leased Area and to place that muck and manure at locations near to but outside of the Leased Area, as directed by the Lessor (acting reasonably) (**Stockpiled Manure**). Lessee shall not dispose of such muck and manure in any other manner except as agreed by the Parties in writing or as permitted by this Lease.

(b) The Lessee agrees to use reasonable efforts to remove string from muck and manure prior to placing the muck and manure as required by clause 7.9(a).

(c) All taking and receipt of such muck and manure by the Lessor shall be entirely at the Lessor's risk in all respects.

(d) All Stockpiled Manure shall be the property of the Lessor.

(e) The Lessor shall not have to pay any amounts to the Lessee for being supplied with Stockpiled Manure.

(f) Notwithstanding any other clause of this Lease, the Lessor shall be solely responsible at its cost for:

(i) managing, processing, turning, removing and disposing of all Stockpiled Manure; and

(ii) remediating any Contamination emanating from or caused by Stockpiled Manure.

(g) The Lessor must regularly remove Stockpiled Manure from the locations where it was placed, to ensure free and clear access to the Leased Areas at all times.

7.10 Effluent ponds

The Parties agree to:

(a) develop and implement in good faith and in accordance with Good Farming Practice environmentally responsible practices and procedures for the efficient management of effluent ponds containing effluent discharged from the intensive commercial piggery on the Leased Area, including regular desludging; and

(b) negotiate and document fair and reasonable cost sharing arrangements in relation to developing and implementing the practices and procedures referred to above.

7.11 Dead Pig pits

(a) The Lessee agrees to dig and construct, at its cost,:

(i) new pits on the Farms for the burying of dead Pigs (in replacement of the existing dead Pig pits on the Farms at the Commencement Date); and

(ii) replacement pits for the pits constructed under subclause (i) above as those pits become full from time to time during the Term.

(b) The locations of new pits shall be as directed by the Lessor acting reasonably.

(c) The Lessor must provide reasonable assistance to the Lessee in relation to digging new pits as referred to above.

8. ACCESS LICENCE

8.1 Access Licence

(a) The Lessor grants to the Lessee a licence to access, egress and pass across those parts of the Farms as is necessary to access and use the Leased Area and to perform its obligations under this Lease (the **Access Licence**).

(b) The Access Licence includes the right for the Lessee and its Personnel to enter upon the Farms and pass and re-pass over the Farms on existing tracks and roads with such vehicles, plant, equipment and machinery as the Lessee may require on a 24 hours, 7 days per week basis.

(c) The term of the Access Licence shall be for the same term as the Lease, including all options to renew or extend the Lease, and the Licence shall expire or terminate at the same time as the Lease expires or terminates.

(d) No fee or charge is payable by the Lessee for the grant, renewal or extension of the Access Licence.

9. WATER RIGHTS

(a) The Lessor covenants that the water supplied to the Leased Area (via using the Water Infrastructure but not using any Scheme Water) will during the Term:

(i) be of sufficient quantity and quality as necessary to operate an intensive piggery on the Leased Area with approximately 7,500 pigs on farm at any one time, and

(ii) will be no less than the quantity (flow rates) and quality reported in the first report delivered under clause 9(d).

(b) The Lessee is, subject to clause 10.1(a), entitled to draw water from bores on the Farms using the Water Infrastructure in any quantity without any requirement to make any payment to the Lessor.

(c) The Lessee shall also be entitled to use Scheme Water on the following terms:

(i) the Lessee must accurately meter and record the quantities of Scheme Water used; and

(ii) the Lessee must pay for Scheme Water consumed at the cost invoiced to the Lessee directly for the Scheme Water consumed or as invoiced to the Lessor by the relevant Government authority.

(d) The Parties agree that during the Term the Lessee will periodically measure the water quantity (flow rates) and quality delivered to the Leased Area via using the Water Infrastructure or via using Scheme Water and report that to the Lessor, including any unusual declines in quality or quantity.

(e) The Lessee must also immediately report to the Lessor any serious damage or leaks to the Water Infrastructure. The Lessor shall pay the costs of rectifying any damage to the Water Infrastructure or leaks that are not caused by the Lessee.

(f) If a report delivered to the Lessor under clause 9(d) shows any material reduction in the water quality and/or quality supplied to the Leased Area (other than Scheme Water), the Lessor shall be responsible for promptly rectifying the water supply at its cost to ensure compliance with clause 9(a).

(g) If the Lessee requires access to water (other than Scheme Water) in excess of the amount as necessary to operate an intensive piggery on the Leased Area with approximately 7,500 pigs on farm at any one time, the costs of obtaining and installing additional infrastructure and equipment or upgrading the existing Water Infrastructure shall be borne in equal shares by the Parties.

10. LESSEE'S OBLIGATIONS

10.1 Approvals

(a) Subject to clauses 10.6 and 11.2, the Lessee must at its discretion obtain and maintain the validity of Approvals it determines as necessary for the Leased Area to be used for the Permitted Use.

(b) Except in relation to:

(i) items and works that are the Lessor's responsibility under clause 11.2;

(ii) Pre-existing Contamination; and

(iii) any other act, omission or matter in existence prior to the Commencement Date,

the Lessee must at its own expense comply with corrective notices, requisitions, work orders or other sanctions as issued or imposed by any Authority in relation to Approvals necessary for the Leased Area to be used for the Permitted Use.

10.2 Electrical equipment

The Lessee must not install any electrical equipment on the Leased Area that would or might overload the cables, switchboards or sub-boards through which electricity is conveyed to the Leased Area without first obtaining the Lessor's written consent.

10.3 Signs

(a) Subject to the requirements of any relevant Authority, the Lessee may install such signage on the Leased Area as is reasonably required in relation to the Permitted Use.

(b) The Lessee must at its expense maintain any sign installed on the Leased Area in good condition and repair.

(c) The Lessee must at its expense remove any sign installed on the Leased Area after the Lessee has vacated the Leased Area.

10.4 Lessee must comply with Laws

(a) Subject to clauses 10.1, 10.6, 11 and 20, the Lessee must:

(i) comply, at the Lessee's own expense, with any Law regulating the Lessee's use of the Leased Area for the Permitted Use; and

(ii) perform and do all acts and things as are at any time during the Term required by any order or requisition of any Authority by reason of the Lessee's use of the Leased Area for the Permitted Use.

(b) Nothing in this clause 10.4 requires the Lessee to perform (or bear the cost of performing) any obligation of the Lessor as contained in this Lease.

10.5 Lessee not to Contaminate

(a) The Lessee must not after the Commencement Date cause or contribute to any Contamination of the Leased Area or the Environment or any adjoining land near the Leased Area.

(b) If the Lessee causes or contributes to any Contamination of the Leased Area or adjoining land near the Leased Area or the Environment after the Commencement Date the Lessee must:

(i) give any notice to any relevant Authority required by Law, as well as a copy to the Lessor; and

(ii) to the extent that Contamination is caused or contributed to by the Lessee, remediate the Contamination in compliance with the Law at the Lessee's expense.

(c) Notwithstanding any other provision of this Lease, the Lessee will not be responsible for any Contamination of the Farm (including the Leased Area) or the Environment or any adjoining land that:

(i) the Lessee did not cause or contribute to; or

(ii) existed or was suspected to exist prior to the Commencement Date, including as disclosed in the Initial Report,

(together **Pre-existing Contamination**).

10.6 Maintain the Leased Area and Lessor's Property, damage caused by Lessee

(a) Subject to clauses 10.6(d), 10.6(e) and 11, the Lessee must keep and maintain the Leased Area in good and tenantable repair and in good working order and condition in a manner consistent with Good Farming Practice taking into consideration the condition of the Leased Area at the Commencement Date.

(b) Without affecting the Lessee's rights under clauses 4.5, 10.6(g), 10.6(h) and 11.2, the Lessee is entitled to make improvements, upgrades or additions to the Lessor's Property at its cost (unless otherwise agreed to by the Lessor) with the written consent of the Lessor, which will not be unreasonably withheld provided the Lessee complies with all Laws.

(c) The Lessee must at its cost promptly Make Good and repair damage to the Leased Area, the Lessor's Property and/or to Lessee's Property which is caused by the Lessee or anyone the Lessee is responsible for.

(d) Without limiting clause 10.6(e) in any way, the Lessee is not responsible for incurring or undertaking

(i) Compliance Expenditure; or

(ii) any maintenance cost in respect of any item or related items in excess of $2,500 or annual maintenance costs in aggregate exceeding $50,000. For the avoidance of doubt, these limits do not apply in relation to damage caused by the Lessee or anyone the Lessee is responsible for, which is governed by clause 10.6(c).

(e) The Lessee is not responsible for repairing or rectifying:

(i) any defects, damage or matters of repair in existence or outstanding as at the Commencement Date;

(ii) any Contamination existing as at the Commencement Date;

(iii) any defects, damage or matters of repair of a structural nature or for which the Lessor is responsible for under this Lease including under clause 11.2, including Compliance Expenditure, (other than damage caused by the Lessee or anyone the Lessee is responsible for, which is governed by clause 10.6(c));

(iv) fair wear and tear which requires incurring expenditure in excess of the dollar limits referred to in clause 10.6(d); and

(v) defects, damage or matters of repair against which the Lessor is required to insure under this Lease.

(f) If the Lessee proposes to incur Compliance Expenditure it must give notice of this intention to the Lessor and consult with the Lessor in this regard.

(g) If the Lessor does not agree to incur the proposed Compliance Expenditure, or has not incurred the proposed Compliance Expenditure within a reasonable period following giving of a notice under clause 10.6(f) (but no later than four weeks), then the Lessee shall be entitled to (but not obliged to) incur the proposed Compliance Expenditure (but always acting reasonably).

(h) If the Lessee incurs Compliance Expenditure as referred to in clause 10.6(f) then:

(i) the Lessee must give a notice containing details of that Compliance Expenditure to the Lessor; and

(ii) that Compliance Expenditure shall be a debt due from the Lessor and shall be repaid to the Lessee by the Lessor in full.

11. LESSOR'S OBLIGATIONS

11.1 Approvals

The Lessor warrants that at the Commencement Date:

(a) the Leased Area is suitable and able to be used for the Permitted Use (other than the Lessor does not hold any Approvals necessary for the Leased Area to be used for the Permitted Use);

(b) there are no outstanding or unpaid payments, amounts or penalties due to any Authority in relation to the Farms (including the Leased Area) that prevent the Leased Area being used for the Permitted Use; and

(c) there are no outstanding investigations, orders, requisitions, corrective notices, work orders or other sanction as issued or imposed by any Authority in relation to Approvals necessary for the Farms (including the Leased Area) to be used for the Permitted Use.

11.2 Lessor must comply with Laws, orders, etc

(a) The Lessor must comply, at the Lessor's own expense, with any Law or Australian Standard that relates to or is in connection with the Lessor's obligations under this Lease.

(b) Without limiting clause 11.2(a), the Lessor must at its own expense:

(i) promptly undertake all works as necessary to ensure that the Leased Area and the Lessor's Property on the Leased Area complies with all applicable Laws and Australian Standards in relation to:

(A) electrical and/or gas safety and compliance;

(B) hot work;

(C) dangerous machinery;

(D) working at height; and

(E) storing or working with dangerous goods or hazardous or toxic substances,

and expenditure on improving, rectifying, repairing or upgrading the Leased Premises or the Lessor's Property in order to ensure compliance with such Laws and Australian Standards is **Compliance Expenditure**; and

(ii) comply with corrective notices, requisitions, work orders or other sanctions as issued or imposed by any Authority in relation to any of the following:

(A) any Law or Australian Standard referred to in clause 11.2(b)(i);

(B) Pre-existing Contamination; or

(C) any other act, omission or matter in existence prior to the Commencement Date in relation to the Farms, including the Leased Area.

(c) The Parties agree to expeditiously develop and agree in good faith a schedule for undertaking works as necessary to ensure compliance with all Laws and Australian Standards referred to in clause 11.2(b), and the Lessee agrees to:

(i) give reasonable assistance to the Lessor at the Lessee's cost in this regard; and

(ii) provide to the Lessor any consultant's reports obtained by the Lessee to assess compliance of the Leased Area and the Lessor's Property on the Leased Area with Laws and Australian Standards referred to in clause 11.2(b).

(d) The Parties agree that any works as referred to in clauses 11.2(a) or 11.2(b) are not within the scope of the works that are the responsibility of the Lessee under clause 10.6(a).

11.3 Additional Services

The Lessor must, at its sole cost, install any additional Services as required by any Authority.

11.4 Lessor obligation to repair

(a) Without limiting clause 11.2, the Lessor is responsible for each of the following:

(i) Compliance Expenditure;

(ii) any maintenance cost in respect of any item or related items in excess of $2,500 (except damage the Lessee is responsible for under clause 10.6(c));

(iii) all maintenance after the Lessee has incurred annual maintenance costs in aggregate exceeding $50,000 (except damage the Lessee is responsible for under clause 10.6(c));

(iv) repairing structural damage, except damage the Lessee is responsible for under clause 10.6(c);

(v) items of a capital nature (except damage the Lessee is responsible for under clause 10.6(c)); and

(vi) damage caused by the Lessor, or someone the Lessor is responsible for as referred to in clause 22.1.

(b) Any dispute as to whether damage is of a 'structural' nature must be resolved by expert determination pursuant to clause 14.6.

11.5 Lessor not to Contaminate

(a) The Lessor warrants that there is no Contamination to the Leased Area or Environment but for the Contamination disclosed in the Initial Report.

(b) The Lessor must from time to time provide to the Lessee a list of chemicals and pesticides used by the Lessor on the Farms for investigation by the Lessee's contracted veterinarian,

(c) The Lessee must from time to time provide to the Lessor guidelines to be followed regarding prevention of chemicals and pesticides from entering the Leased Area.

(d) The Lessor must not use farm chemicals and pesticides on, near or about the Leased Area in a manner which might cause those chemicals to enter the Leased Area, unless specific permission is granted by the Lessee or the Lessee's contracted veterinarian, in order to avoid pesticide and chemical residues registering in pork and other products to be derived from the Pigs.

(e) The Lessor must not after the Commencement Date cause or contribute to any Contamination of the Leased Area or the Environment or any adjoining land.

(f) If the Lessor causes or contributes to any Contamination as referred to in clause 11.5(e) or if the Lessor becomes aware of Pre-existing Contamination the Lessor must:

(i) give any notice to any relevant Authority required by Law, as well as a copy to the Lessee; and

(ii) remediate the Contamination in compliance with the Law at the Lessor's expense.

(g) Subject to the terms of this Lease, the Lessor indemnifies the Lessee against any liability, loss, damage, expense or claim which the Lessee may suffer or incur as a consequence of the breach by the Lessor of its obligations under this clause 11.5 including fines, legal costs and remediation costs.

11.6 Lessor not to prejudice operations, Approvals

At all times during the Term the Lessor must not:

(a) not do anything to prejudice or unreasonably impede the operation or commercial effectiveness of the operations of the Lessee on the Leased Area;

(b) comply with all reasonable safety and emergency directives which the Lessee may issue from time to time; and

(c) do anything to prejudice any Approval required by or held by the Lessee, including where such Approval is granted to or held in the name of the Lessor.

11.7 Fire Precautions

The Lessor must, at its sole cost, take and carry out proper precautions and measures against the outbreak or spread of fires on, onto or from the Farms, including, but not limited to, the creation and maintenance of firebreaks.

11.8 Fencing

The Lessor must, at its sole cost, maintain in good repair and condition all fences and gates situated on the Farms.

12. LESSOR'S POWER TO ENTER LEASED AREA

(a) The Lessor and its officers, employee, invitees and agents (with or without workmen and equipment, where necessary) may enter the Leased Area at all reasonable times with reasonable prior written notice (except for an emergency when no notice will be required) to:

(i) inspect the Leased Area;

(ii) inspect, install or alter any Service;

(iii) carry out any repairs or works on the Leased Area which Lessor is required to do at Law or which Lessor may do under this Lease;

(iv) repair any part of the adjoining land (if any) belonging to the Lessor;

(v) install, alter, repair, clean or maintain any Services in connection with or for the accommodation of any adjoining property; and

(vi) show the Farms to prospective purchasers.

(b) In exercising its rights under clause 12(a) the Lessor and its agents and invitees must:

(i) not cause any undue interference to the occupation or use of the Leased Area by the Lessee;

(ii) make good any damage caused to the Leased Area by the exercise of those rights;

(iii) not enter the Leased Area unless the Lessor and its agents have undertaken an induction process as specified by Lessee for entry onto the Leased Area; and

(iv) strictly comply with all of the Lessee's biosecurity and workplace health and safety requirements, policies and procedures, as well as all applicable quarantine and biosecurity legislation and requirements.

13. WARRANTIES

The Lessor warrants and represents that at the Commencement Date:

(a) it is the sole legal and beneficial owner or licensee of the Farms including all Lessor's Property;

(b) all rents, rates, taxes, charges and other assessments charged or chargeable against the Farms including all Lessor's Property have been paid;

(c) the Farms including all Lessor's Property are not subject to or affected by any Encumbrance of any type other than the Specified Encumbrances;

(d) the Lessor has not sold, contracted to sell, leased, let, transferred, granted or created a trust in relation to, or parted with possession of the Farms including all Lessor's Property;

(e) the Lessor is not aware of any litigation or any governmental proceedings concerning the Farms including all Lessor's Property pending or threatened;

(f) the Lessor has not entered into other contracts, agreements, arrangements or understandings under which there are rights or obligations inconsistent with this Lease; and

(g) no person (other than the Lessee pursuant to this Lease) owns or possesses any rights to acquire any legal or beneficial interest in the Farms including all Lessor's Property.

14. DISPUTE RESOLUTION

14.1 No arbitration or court proceedings

Subject to clause 14.5 a Party must not commence any arbitration or court proceedings relating to a dispute arising out of or in connection with this Agreement (**Dispute**) unless it has complied with the provisions of this clause 14.

14.2 Notification

A Party claiming a Dispute has arisen must give the other Party a notice setting out the details of the Dispute.

14.3 Parties to resolve Dispute

During the 14 days after a notice is given under clause 14.2 (or longer period if the Parties agree in writing), each Party must use its reasonable efforts to resolve the Dispute by negotiating with the other Party in good faith. Each Party must involve a senior employee, officer or director who has authority to resolve the Dispute in such negotiations.

14.4 Costs

Each party to a Dispute must pay its own costs in complying with this clause 14.

14.5 Interlocutory relief

Notwithstanding any other provision of this Lease, either Party may commence court proceedings in relation to a Dispute or in relation to any actual, potential, threatened or likely breach of this Lease by the other Party at any time where it seeks urgent interlocutory, injunctive or declaratory relief.

14.6 Expert determination

Where a Dispute is permitted or required by this Lease to be determined by an expert, or the Parties agree that a Dispute should be determined by an expert, clause following provisions apply:

(a) the expert shall be appointed by agreement of the Parties or, in the event of a failure to agree within 14 days of a notice to appoint an expert being given, the person or body nominated by the Chair of Resolution Institute (ACN 008 651 232) at the request of any Party;

(b) a reference to an expert is made in accordance with, and subject to, the Resolution Institute Expert Determination Rules;

(c) in making a determination:

(i) the expert shall be requested to deliver their determination in writing to all Parties within 30 days of the date of acceptance of appointment;

(ii) the expert must act in that capacity and not as an arbitrator;

(iii) the expert shall have access to all information relating to the Farms and Leased Area and each Party shall provide every reasonable assistance to ensure that the expert is fully informed (as required by the expert);

(iv) the expert's finding is final and binding upon the Parties in the absence of manifest error;

(v) the expert must determine which Party or Parties should bear the costs of any such determination and in what proportion. In making this decision, the expert must consider the degree to which he or she considers such Party was unreasonable in failing to agree to the matter;

(vi) the expert may employ consultants to carry out his or her duties; and

(vii) the expert may travel to and view the Farms and Leased Area.

14.7 Parties to continue to perform

Prior to resolution of a Dispute, the Parties must continue to perform their respective obligations under this Lease including all pre-existing obligations the subject of the Dispute, except only to the extent that lack of resolution of the Dispute prevents such performance.

15. INSURANCE

15.1 Lessee's insurance

(a) The Lessee must, at all times during the Term (and any additional period during which the Lessee occupies or uses the Farms) and at the Lessee's cost, arrange and maintain with a reputable insurer the insurance policies as specified in item 8.2 of Schedule 1 in the names of the Lessee, the Lessor and any mortgagee of the Farm for their individual rights and interests.

(b) The Lessee must give the Lessor a copy of any certificate of currency or receipt the Lessor requests in relation to insurance which the Lessee is required to arrange and maintain.

15.2 Lessor's insurance

(a) The Lessor must, at all times during the Term (and any additional period during which the Lessee occupies or uses the Farm) and at the Lessor's cost, arrange and maintain with a reputable insurer the insurance policies as specified in item 8.1 of Schedule 1 in the names of the Lessor and any mortgagee of the Farm for their individual rights and interests.

(b) The Lessor must give Lessee a copy of any certificate of currency or receipt the Lessee requests in relation to insurance which the Lessor is required to arrange and maintain.

15.3 Avoidance of Lessee's policy

If the Lessor does or permits anything to be done which invalidates or voids any insurance policy taken out by or for the benefit of the Lessee, then the Lessor is responsible for any damage or loss which the Lessee consequently suffers or incurs.

15.4 Avoidance of Lessor's policy

If the Lessee does or permits anything to be done which invalidates or voids any insurance policy taken out by or for the benefit of the Lessor, then the Lessee is responsible for any damage or loss which the Lessor consequently suffers or incurs.

15.5 Payment of premiums

(a) The Lessee must pay all premiums in respect of the insurance policies to be taken out by the Lessee under this Lease to the appropriate insurer by the due date for payment. If the Lessee fails to make a premium payment, then the Lessee may pay it and recover the amount paid from the Lessee together with interest as provided in this Lease.

(b) The Lessor must pay all premiums in respect of the insurance policies to be taken out by the Lessor under this Lease to the appropriate insurer by the due date for payment. If the Lessor fails to make a premium payment, then the Lessee may pay it and recover the amount paid from the Lessor together with interest as provided in this Lease.

16. INDEMNITY

(a) The Lessee is responsible for, and indemnifies the Lessor against, any liability, loss, claim, damage, cost or expense (but always excluding Consequential Loss) arising out of the Lessee's use or occupation of the Leased Area. This does not apply to the extent caused or contributed to by the Lessor or anyone the Lessor is responsible for.

(b) The Lessor is responsible for, and indemnifies the Lessee against, any liability, loss, claim, damage, cost or expense arising out of its use or occupation of the Farms. This does not apply to the extent caused or contributed to by the Lessee or anyone the Lessee is responsible for.

17. ASSIGNMENT AND SUB-LETTING

17.1 Assignment to Related Corporation

The Lessee may assign all or any of its interest under this Lease to a Related Corporation without the other Party's consent but unless otherwise agreed by the other Party the assignor will at all times guarantee the due performance of its Related Corporation.

17.2 No dealings without consent

Subject to clause 17.1, the Lessee must not mortgage or charge the benefit of this Lease or allow any person that is not an officer, employee, invitee or agent of the Lessee to use or occupy any part of the Leased Area without the Lessor's prior written consent, not to be unreasonably withheld or delayed.

17.3 Assignment and sub-letting be Lessee

Subject to the provisions of clauses 17.1 and 17.2, the Lessor must not unreasonably withhold or delay its consent to an assignment by the Lessee of this Lease or a sub-lease of part or the whole of the Leased Area on terms consistent with the terms and conditions of this Lease if:

(a) the proposed assignee or sub-tenant is solvent, responsible, respectable and of sound financial standing;

(b) in the case of an assignment, the assignee executes an assignment or transfer of this Lease in a document prepared by the Lessor's solicitors;

(c) in the case of a sub-lease, the sub-tenant executes a sub-lease to which the Lessor is a party in a form prepared or approved by the Lessor and its solicitors, which approval will not be unreasonably withheld or delayed having regard to current leasing practices at that time in Western Australia for similar properties;

(d) the Rent and other payments then due or payable by the Lessee under this Lease have been paid;

(e) there are no existing unremedied breaches by the Lessee of this Lease unless they have been waived by the Lessor;

(f) all reasonable and proper costs and expenses incurred by the Lessor of and incidental to any enquiries which may be made by or on its behalf as to the responsibility, solvency, fitness and suitability of any proposed assignee or sub-tenant have been paid; and

(g) the reasonable and proper costs and expenses of the Lessor's solicitors in preparing or approving the assignment or the sub-lease (as the case may be) have been paid, whether or not the assignment or sub-lease proceeds to completion.

17.4 Assignment by Lessor

The Lessor agrees that it will not assign, transfer, lease or otherwise howsoever deal in or with its interest in any of the Farms without ensuring that the assignee, transferee, lessee or other party (by whatever name) enters into a deed of assumption with the Lessee covenanting to observe and be bound by the Lessor's obligations under this Lease.

18. OPTIONS TO RENEW LEASE

18.1 Renewal for First Renewed Term

Subject to the conditions set out in this clause 18, the Lessee may at its discretion renew the Lease for the First Renewed Term.

18.2 Renewal for Second Renewed Term

Subject to the conditions set out in this clause 18, the Lessee may at its discretion renew the Lease for the Second Renewed Term.

18.3 How the Lessee may exercise its option to extend

To exercise any right of renewal and extension, the Lessee must give the Lessor written notice before the then current Term is due to end that it wishes to extend this Lease.

18.4 Obligation to grant Renewed Term

The Lessor must grant to the Lessee a lease for the Renewed Term if:

(a) the Lessee gives the Lessor written notice in accordance with clause 18.1 and clause 18.3; and

(b) there is no default by the Lessee, notice of which default has been given to the Lessee requiring the Lessee to remedy the default, that has not been remedied at the date of the service of the notice and at the date of commencement of that Renewed Term.

18.5 Terms applicable to extension

The extension of this Lease will be on the same conditions as this Lease. However:

(a) during the First Renewed Term, only the option to renew set out in clause 18.2 applies;

(b) during the Second Renewed Term no further option to renew applies unless otherwise agreed in writing by the Parties; and

(c) the Rent payable during a Renewed Term is to be determined in accordance with clause 4 and will be subject to review at the times and in the manner provided under this Lease.

18.6 Documentation

The Lessee must promptly sign a deed of extension, to be prepared by the Lessor's solicitors, when requested to do so by the Lessor.

19. HOLDING OVER

If the Lessee remains in occupation of the Leased Area after the expiration of the Term without objection by the Lessor, the Lessee does so as a three monthly tenant of the Leased Area and all provisions of this Lease apply to the three monthly tenancy, except any right to extend this Lease, and either Party may end the tenancy by giving 6 month's written notice to the other Party at any time.

20. DEFAULT

20.1 Interest

If the Lessee is late in paying any amount due by the Lessee to the Lessor under this Lease, the Lessee must pay interest on that amount at the rate of 2% above the published rate charged by National Australia Bank from time to time for commercial loans in excess of $100,000, calculated from the date on which it was payable until

the date it is paid. The interest accrues daily and is payable on written demand by Lessor.

20.2 Lessor's right to remedy default and recover costs

(a) The Lessor may remedy any default by the Lessee under this Lease, including the payment of any money payable by the Lessee.

(b) The Lessee must pay all costs and expenses (including solicitors' costs on a full indemnity basis) incurred by the Lessor:

(i) in remedying any default referred to in clause 20.2(a);

(ii) arising from any breach of this Lease by the Lessee; and

(iii) for the preparation and service of any notice required to be served under the provisions of the Property Law Act 1969,

immediately on written demand by the Lessor.

20.3 Lessee' right to remedy default and recover costs

(a) The Lessee may remedy any default by the Lessor under this Lease.

(b) The Lessor must pay all costs and expenses (including solicitors' costs on a full indemnity basis) incurred by the Lessee:

(i) in remedying any default referred to in clause 20.3(a);

(ii) arising from any breach of this Lease by the Lessor; and

(iii) for the preparation and service of any notice required to be served under the provisions of the Property Law Act 1969,

immediately on written demand by the Lessee.

20.4 Termination events- default by Lessee

If:

(a) the Lessee does not pay any payment of Rent or any other money as required under this Lease within 21 days of the due date and that non-payment continues for 21 days after written notice is given to Lessee by Lessor requiring Lessee to pay the Rent; or

(b) the Lessee breaches an obligation under this Lease and that breach or non-observance continues for 21 days after written notice is given to Lessee by Lessor requiring Lessee to remedy the breach; or

(c) the Lessee discontinues its business or vacates the Leased Area other than in accordance with the terms of this Lease; or

(d) the Lessee:

(i) enters into liquidation (whether compulsory or voluntary) not being a voluntary liquidation for the purpose of amalgamation or reconstruction;

(ii) enters into administration or makes an arrangement or composition for the benefit of any of its creditors; or

(iii) has a receiver (including a provisional receiver) or receiver and manager appointed of any of its assets;

then without prejudice to any other rights the Lessor may have in respect of that default or occurrence, the Lessor or any person authorised by it may, subject to any mandatory statutory stay periods, with 6 months prior written notice to the Lessee (unless a different notice period is agreed to in writing by the Parties):

(e) terminate this Lease and then, after the notice period, by entering the Leased Area or retaking possession of the Leased Area in any other way to the exclusion of the Lessee. For the purposes of re-entry, the Lessor or its appointed agent may enter the Farm by any means to resume possession of the Leased Area and may expel or remove all persons, furniture and other property from the Leased Area without being liable for any action for trespass, assault or other proceedings for doing so; or

(f) terminate this Lease with or without re-entering the Leased Area.

20.5 Termination events- default by the Lessor

If:

(a) the Lessor breaches an obligation under this Lease and that breach or non-observance continues for 21 days after written notice is given to Lessor by Lessee requiring Lessor to remedy the breach; or

(b) the Lessor:

(i) enters into liquidation (whether compulsory or voluntary) not being a voluntary liquidation for the purpose of amalgamation or reconstruction;

(ii) enters into administration or makes an arrangement or composition for the benefit of any of its creditors; or

(iii) has a receiver (including a provisional receiver) or receiver and manager appointed of any of its assets;

then without prejudice to any other rights the Lessee may have in respect of that default or occurrence, the Lessee or any person authorised by it may, subject to any mandatory statutory stay periods, with 6 months prior written notice to the Lessor (unless a different notice period is agreed to in writing by the Parties) terminate this Lease.

21. FORCE MAJEURE

21.1 Definitions

Event of Force Majeure is an event that:

(a) is beyond the reasonable control of the Party affected by that event;

(b) causes or results in prevention of the performance by the affected Party of any of its obligations under this Lease; and

(c) could not have been prevented, overcome or remedied by the exercise by the affected Party of a standard of care and diligence consistent with that of a competent person experienced in the field in which the Party operates,

which might (if it satisfies the requirements of paragraphs (a), (b) and (c)) in certain circumstances include an act of God, acts of Authorities, war, riot, civil disturbance, cyclone, flood, storm, fire, explosion, epidemic, pandemic (including the COVID-19 pandemic or any lockdowns, laws, policies which are a direct or indirect result of the COVID-19 pandemic) , disease outbreak, a strike or industrial dispute (not caused directly or indirectly by the Party claiming relief from performance of obligations under this Lease), embargo, failure of power supply, or breakage or accident to or loss of items of plant and equipment or other event whatsoever beyond that Party's reasonable control.

21.2 Effect of Force majeure

(a) No Party will be liable to the other for any failure in the performance or observance on its part of any obligation or condition expressed or implied in this Agreement (other than an obligation to pay money) to the extent that such failure is attributable to an Event of Force Majeure which:

(i) affects the whole of the Leased Area or a significant part of its operations at the Leased Area; and

(ii) is not caused by any fault, act or omission of the Party seeking to rely upon the protection of this clause.

(b) An Event of Force Majeure may be relied upon by a Party only to the extent that it continues to directly affect the performance or observance of this Agreement by that Party and the Party will resume performance and observance of this Agreement as soon as practicable after termination or abatement of the Event of Force Majeure.

(c) A Party affected by an Event of Force Majeure must:

(i) promptly notify the other Party giving full particulars of the Event of Force Majeure and the probable delay in the performance or observance of the obligation or condition;

(ii) mitigate the effects of the Event of Force Majeure using all reasonable precautions and any reasonable alternative measures; and

(iii) resume performance of its obligations under this Agreement as soon as practicable but, in any case, no later than 30 days, after termination or abatement of the Event of Force Majeure.

(d) A Party affected by an Event of Force Majeure is not required to settle any strike, or other labour dispute on terms contrary to its wishes or contest the validity or enforceability of any Law or legally enforceable order by way of legal proceedings.

21.3 Extended force majeure and termination

(a) If an Event of Force Majeure continues:

(i) for a continuous period of 60 or more days; or

(ii) for successive periods totalling 60 or more days within any period of 90 days,

either Party may by notice in writing to the other raise the Event of Force Majeure as a Dispute to be resolved in accordance with clause 14 (whether the Event of Force Majeure affects that Party's or the other Party's observance or performance of this Agreement) and failing:

(iii) resolution of the Dispute to the satisfaction of both Parties; or

(iv) the final termination or abatement of the Event of Force Majeure,

within 45 days of the notice raising the Event of Force Majeure as a Dispute, then a right to terminate this Lease under clause 21.2(b) is deemed to arise and to continue until the resolution of the Dispute or final termination or abatement of the Event of Force Majeure or termination of this Agreement under clause 21.2(b), whichever is the sooner.

(b) At any time while a right to terminate this Lease as described in clause 21.3 continues any Party may terminate this Agreement by giving the other Party 14 days' written notice.

(c) If a termination notice is validly given under clause 21.3(b), if the Event of Force Majeure has not ceased or abated by the expiry of the 14 day period referred to in the notice then this Lease terminates.

22. DAMAGE, MAINTENANCE AND REPAIRS

22.1 Damage caused by Lessor

Subject to clause 10.6(e), the Lessor is responsible for damage to the Leased Area, including the Lessor's Property and/or to the Lessee's Property, to the extent it is caused by or attributable to the Lessor or anyone for whom Lessor is responsible, and must pay the costs of repairing and making good any such damage.

22.2 Effect of major damage on this Lease

(a) If the Leased Area is damaged to such an extent that Lessee is unable to use the Leased Area for the Permitted Use or to get access to it, the Lessor

must notify Lessee in writing within 7 Business Days of what Lessor intends to do.

(b) If the Lessor or anyone for whom the Lessor is responsible for is responsible for the damage under clause 22.1, the following rules apply:

(i) if the Lessor notifies the Lessee that the Lessor does not intend to repair the damage, this Lease ends on the day stated in the notice, which must be at least 30 days after the date the Lessor gives the Lessee the notice; and

(ii) if the Lessor does not give the Lessee the notice within a reasonable time, or if the Lessor notifies the Lessee that the Lessor intends to repair the damage but fails to do so within a reasonable time, the Lessee may end this Lease by giving the Lessor at least 30 days written notice.

(c) If the Lessor is not responsible for the damage under clause 22.1, and it is apparent that the Lessee will be completely unable to use the Farm for at least 1 months, either the Lessor or the Lessee may end this Lease by giving the other 30 days written notice.

22.3 Effect of major damage on Rent

(a) If the Leased Area is damaged in such a way that Lessee is unable to use the Leased Area for the Permitted Use or to get access to it, the Lessee does not have to pay Rent until the Lessee is able to use the Leased Area again. However, this does not apply if:

(i) the Lessee is responsible for the damage under clause 10.6(c); or

(ii) the Lessor loses the benefit of its insurance because of something the Lessee, or someone the Lessee is responsible for, did or failed to do.

(b) The Lessee will have to pay a proportion of the Rent if, despite damage to the Leased Area, the Lessee is able to use the Leased Area for the Permitted Use to some extent. The Lessor will set the proportion according to the effect the damage has on the Lessee's ability to use the Leased Area for the Permitted Use, acting reasonably.

22.4 Dispute about application of clause 22.3(b)

If a dispute arises in relation to the application of clause 22.3(b) it shall be resolved by expert determination pursuant to clause 14.6. Until the dispute is resolved, the Lessee must continue to pay the proportion of Rent the Lessor has set, acting reasonably.

23. LESSEE MAY REGISTER LEASE

The Lessor consents to the Lessee registering this Lease against the Farms.

24. TITLE IN PIGS

(a) All Pigs on the Farms will at all times remain the sole and absolute unencumbered property of the Lessee or PIC, as the case may be.

(b) The Lessor must not represent at any time that any Pig belongs to the Lessor or encumber or attempt to encumber, sell or otherwise dispose of any interest therein.

(c) The Lessor must not make or maintain any registration pursuant to the PPS Act:

(i) against any Pig; or

(ii) against the Lessee (subject to clause 7.3(d)) and affecting or in relation to any Pig.

25. LESSEE'S OBLIGATIONS WHEN THIS LEASE ENDS

(a) When this Lease ends or is ended, and clause 19 does not apply and the Lessee has not obtained the Lessor's written permission to continue to occupy and use the Leased Area, the Lessee must leave the Leased Area and allow the Lessor to take over the Leased Area and the Lessor's Property.

(b) When the Lease ends or is ended the Lessee is entitled to, but not obligated to, remove the Lessee's Property from the Leased Area at the Lessee's cost within a reasonable period after the Lease ends or is ended, which shall be no less than 60 days. After such period has expired, the Lessor may treat as Lessor's own any property the Lessee leaves behind.

(c) When the Lease ends or is ended, the Lessee must also do each of the following:

(i) remove all Pigs from the Leased Area;

(ii) remove muck and pig manure as required under clause 7.9(a);

(iii) hand over any keys and security devices to the Lessor;

(iv) Make Good the Leased Area in accordance with clause 10.6(c); and

(v) if the Lessee removes Lessee's Property, repair any damage to the Leased Area caused by the removal of Lessee's Property.

26. CONFIDENTIALITY

26.1 Confidentiality

Each Party:

(a) must keep confidential this Lease and all details, facts and circumstances concerning the subject matter of this Lease; and

(b) may only disclose information in relation to this Lease:

(i) to its staff and contractors for the purposes of its operations provided such staff and contractors agree to be bound by strict obligations of confidentiality;

(ii) to its shareholders and the shareholders of any of its holding companies;

(iii) with the prior written consent of the other Party;

(iv) to legal advisers, other professional advisers and financiers properly requiring the information for the benefit of that Party and who agree to keep the same confidential;

(v) to enforce the terms of this Lease; or

(vi) if required to do so by Law.

26.2 Return of information

The Lessor acknowledges that:

(a) the Lessee has developed and is continuing to develop various exclusive methods and procedures for production of pigs for human consumption which are comprised in the Lessee's Pig finishing methods, techniques and procedures; and

(b) in its dealings with the Lessee, if the Lessor becomes acquainted with the Lessee's developments in pig finishing methods, techniques and procedures, the Lessor must keep such information strictly confidential and return to the Lessee all records and documents directly and indirectly related to the Lessee's pig finishing methods, techniques and procedures and the Lessee's quality systems.

26.3 Media and cameras

(a) The Lessor must not make any public announcement or communication relating to the Lessee or the subject matter of this Lease unless first authorised in writing by the Lessee.

(b) The Lessor must not, and must ensure that its personnel do not, use any camera or recording device (including mobile phone cameras) on any part of the Farm without the prior written consent of the Lessee, other than as reasonably necessary to record the condition of the Farms.

(c) All images, videos and sound recordings taken on the Farms of or including Pigs or the Lessee's pig finishing methods, techniques and procedures will be the sole property of the Lessee regardless of who records the image, video or sound. Copyright in any such image, video or sound recording will vest in the Lessee on creation, and the Lessor must not copy, publish, transmit or post any such image, video or sound recording unless expressly permitted in writing by the Lessee.

27. TRUSTEE PROVISIONS

(a) If a Party is a trustee, it represents and warrants in favour of the other Party that:

(i) it has power under the relevant trust deed to enter into and perform its obligations under this Lease;

(ii) the trust was validly created and is in existence and it was validly appointed as and is the sole trustee of the trust;

(iii) it has unrestricted right of indemnity out of the trust's assets;

(iv) no part of the trust's assets have been re-settled or set aside;

(v) there has been no capital distribution from, and no beneficiary has been allowed to use or occupy, the trust's assets;

(vi) it has not blended or mixed the trust's assets; and

(vii) it is not in default of any provision of the relevant trust deed.

(b) The Party that is a trustee must not do any of the following:

(i) default under the relevant trust deed;

(ii) allow its right of indemnity or subrogation to be restricted and must on demand from the other Party exercise its rights of indemnity and subrogation against the trust's assets;

(iii) otherwise than in the ordinary course of business:

(A) allow the compromise of any claim relating to the trust's assets; or

(B) part with possession of any of the trust's assets.

(iv) allow any capital distribution under the trust, exercise any power of determination, revocation, appropriation or advancement, or permit any settlement, setting aside, abandonment or transfer to other trusts of funds of the trust except the distribution of trust income in terms of the relevant trust deed or so as not to infringe the Law against perpetuities or relating to accumulation;

(v) retire as trustee of the trust, permit the appointment of another trustee or allow the trust deed to be varied; and

(vi) blend or mix the trust's assets.

(c) The Lessor acknowledges and agrees that this Lease will bind it in its own right and in its capacity as trustee (if applicable).

28. NOTICES

28.1 Service of notices

All notices to be given under this Lease shall be in writing and will be regarded as given properly if:

(a) served personally on the Party to whom the notice is given; or

(b) mailed to the Party to whom the notice is given by prepaid post; or

(c) sent by email in accordance with this Lease.

28.2 Address for service

Each Party's address for service of a notice is the address specified in the Schedule or such other address as that Party has advised by notice to the other Party.

28.3 Hand-delivered Notice

A notice which is hand-delivered before 5.00 pm on a Business Day at the place of delivery will be deemed to be received on that day and, in any other case of hand delivery, will be regarded as having been received on the next Business Day after delivery in that place.

28.4 Notice by pre-paid post

A notice which is sent by pre-paid post will be deemed to have been received on the fifth Business Day at the place of receipt following the date of posting of the notice.

28.5 Notice given by email

(a) A notice which is sent by email will be deemed to have been received:

(i) when the sender receives an automated message confirming delivery; or

(ii) 5 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first.

(b) An email sent after 5pm on any day will be deemed received at 9.00 am on the next Business Day, subject to compliance with this Lease.

(c) An email shall be deemed not to have been delivered if the sender's email system indicates a malfunction in transmission or an incomplete delivery.

29. GENERAL

29.1 Enforcement of Provisions

If any provision of this Lease is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.

29.2 Counterparts and Facsimile or portable document format (PDF) Copies

This Lease may be exchanged by execution in counterparts and the exchange of executed facsimile or PDF copies shall constitute a complete document. If counterparts have been signed, any Party may request that the other Parties execute an original countersigned by the first Party, and the other Parties must comply with that request.

29.3 Costs of preparation of this Lease

The Parties must each pay their own costs of and incidental to the instructions for and the negotiation, preparation and execution of this Lease.

29.4 No waiver

(a) A failure to exercise or a delay in exercising any right, power or remedy under this Lease does not operate as a waiver.

(b) No consent or waiver expressed or implied by a Party in respect of any particular breach of the other Party's obligations under this Lease is to be construed as a consent to or waiver of any other breach of that obligation or any other term contained or implied in this Lease.

29.5 No merger

The terms and conditions of this Lease or anything done under or in connection with this Lease or any other agreement between the Lessor and the Lessee will not operate as a merger of any of the rights and remedies of the Parties in or under this Lease, or in or under any other agreement, all of which will continue in full force and effect.

29.6 Indemnities

Each indemnity in this Lease is a continuing obligation, independent of the other obligations of the Party, and survives the end of this Lease.

29.7 Variation

No modification, amendment or other variation of this Lease shall be valid or binding on a Party unless made in writing duly executed or signed by or on behalf of that Party.

29.8 Party preparing lease not to be disadvantaged

No rules of construction will apply to the disadvantage of a Party on the basis that that Party was responsible for the preparation of this Lease or any part of it.

29.9 Further co-operation

Each Party must do anything (including executing a document) another Party reasonably requires in writing to give full effect to this Lease.

29.10 Relationship of the parties

This Lease does not create a partnership, agency, fiduciary or any other relationship, except the relationship of contracting parties, between the Parties. No Party is liable for an act or omission of another Party, except to the extent set out in this Lease.

29.11 Governing law

This Lease shall be governed by and construed in accordance with the law from time to time in the State of Western Australia and the Parties agree to submit to the non-exclusive jurisdiction of the courts of Western Australia and the courts which hear appeals therefrom.

29.12 Advice

Each Party acknowledges that it is responsible for obtaining its own legal, tax, financial and other advice in relation to this Lease.

29.13 Survival

Clauses 10.6(e), 11.4(a), 11.5(f), 11.5(g), 16, 19, 20.2(b), 20.3(b), 22.1, 24, 25, 26, 29.6, 29.11 and 29.13 shall survive termination of this Lease and/or the ending or expiry of the Term.

SCHEDULE 1 – LEASE DETAILS

1 Farms

(a) The land known as 2469 Yerecoin South East Road, Lake Ninan, Western Australia being more particularly described as Lot 1316 on Deposited Plan 127417, and being part of the land in Certificate of Title Volume 2172 Folio 634 (**Lot 1316**), also known as Melbourne Location 1316;

(b) the land known as 2293 Yerecoin South East Road, Lake Ninan, Western Australia being more particularly described as Lot 1793 on Deposited Plan 134345, and being part of the land in Certificate of Title Volume 2172 Folio 634 (**Lot 1793**), also known as Melbourne Location 1793;

(c) the land known as 2390 Yerecoin South East Road, Lake Ninan, Western Australia being more particularly described as Lot 3267 on Deposited Plan 154958, and being part of the land in Certificate of Title Volume 1084 Folio 354 (**Lot 3267**), also known as Melbourne Location 3267; and

(d) the land known as 2391 Yerecoin South East Road, Lake Ninan, Western Australia being more particularly described as Lot 1348 on Deposited Plan 127425, and being part of the land in Certificate of Title Volume 951 Folio 94 (**Lot 1348**), also known as Melbourne Location 1348.

2 Leased Area

(a) That part of Lot 1316 which, subject to clause 3.2, is within the black hatched polygon on the plan in Schedule 2;

(b) That part of Lot 1793 which, subject to clause 3.2, is within the black hatched polygon on the plan in Schedule 3;

(c) That part of Lot 3267 which, subject to clause 3.2, is within the black hatched polygon on the plan in Schedule 4; and

(d) That part of Lot 1348 which, subject to clause 3.2, is within the black hatched polygon on the plan in Schedule 5.

For the avoidance of doubt, the Leased Area includes the House and Donga (located on Lot 1348).

3 Rent

$175,000 per annum plus GST (if applicable), payable in equal monthly instalments in advance. This amount is inclusive of the House and Donga.

4 Term

(a) Period: The initial Term of the Lease is from the Commencement Date to 30 June 2022

(b)	Commencement Date:	The date of completion under the Asset Purchase Agreement
(c)	Expiry Date:	30 June 2022

5 Rent Review Dates

Market Review Dates:	At the commencement of the First Renewed Term.
CPI Rent Review Dates:	Each anniversary of the Commencement Date (other than at the commencement of the First Renewed Term and the Second Renewed Term).

6 Options for Renewal

6.1 First Renewed Term

Period:	Five (5) years
Commencement date:	1 July 2022
Expiry date:	30 June 2027

6.2 Second Renewed Term

Period:	Five (5) years
Commencement date:	1 July 2027
Expiry date:	30 June 2032

7 Permitted Use

Pig farming, rearing and finishing and associated activities.

8 Particulars of Insurance

8.1 Insurance to be taken out by Lessor

(a) A policy insuring all of the Lessor's Property against loss or damage by fire, fusion, explosion, lightning, flood, earthquake, storm, tempest, war, civil commotion, damage from aircraft and other usual and necessary risks for their full reinstatement and replacement value on usual terms.

(b) A public liability policy with a cover of not less than $20 million in respect of any one occurrence.

8.2 Insurance to be taken out by Lessee

(a) A public liability policy with a cover of not less than $20 million in respect of any one occurrence.

(b) A policy insuring all of the Lessee's Property against loss or damage by fire, fusion, explosion, lightning, flood, earthquake, storm, tempest, war, civil commotion, damage from aircraft and other usual and necessary risks for their full reinstatement and replacement value.

(c) A policy of employer's indemnity insurance including workers' compensation insurance for all of Lessee' employees employed or working on the Leased Area.

9 Details for Service of Notices

(a) **Lessor**

Address:	Richard Field
Attention:	Kintamani Farms PO Box 159 YERECOIN WA 6571
Email:	Richard@kintamani-farms.com.au

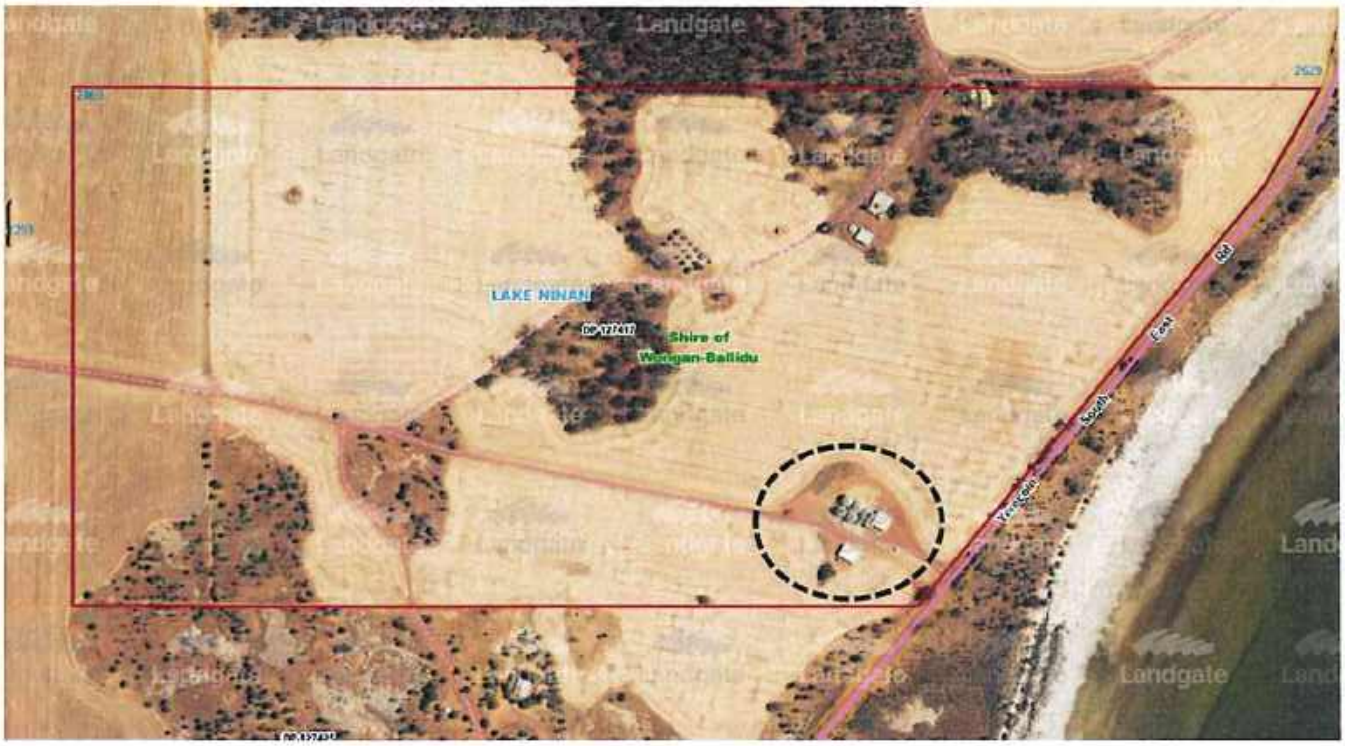
(b) **Lessee**

Address:	Level 1, 6 Short Street, FREMANTLE WA 6160
	David Ligovich
Email:	dligovich@craigmostyn.com.au

SCHEDULE 2 – LOT 1316

(also known as Melbourne Location 1316)

Black polygon shows indicative plan of the portion of the Leased Area that is within Lot 1316 Mill and Grain Storage Units location. To be updated pursuant to clause 3.2.



SCHEDULE 3 – LOT 1793

(also known as Melbourne Location 1793)

Black polygon shows indicative plan of the portion of the Leased Area that is within Lot 1793. To be updated pursuant to clause 3.2.

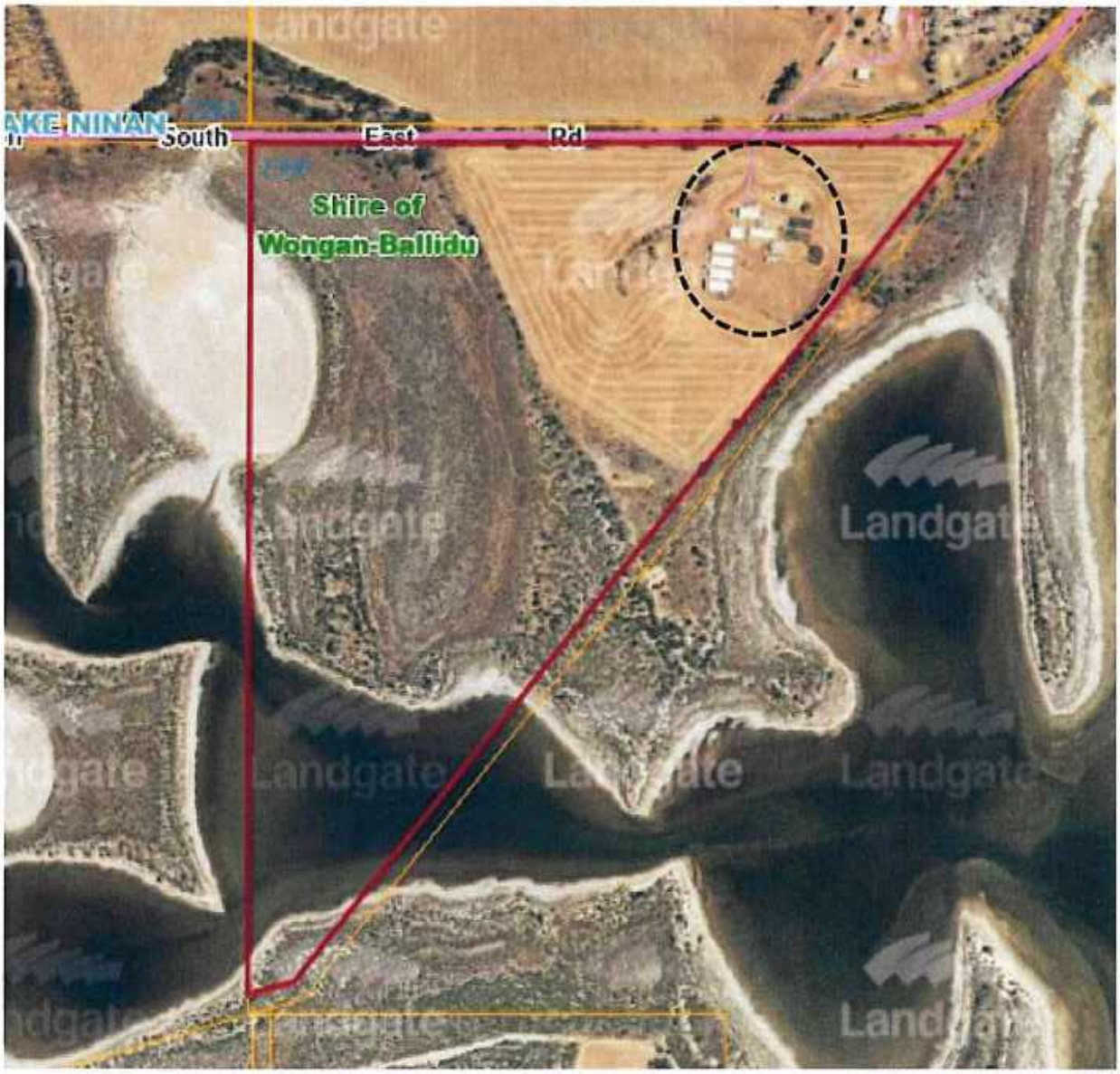
Grower Unit location

SCHEDULE 4 – LOT 3267

(also known as Melbourne Location 3267)

Black polygon shows indicative plan of the portion of the Leased Area that is within Lot 3267. To be updated pursuant to clause 3.2.

Breeder Unit Location



SCHEDULE 5 – LOT 1348

(also known as Melbourne Location 1348)

Black polygon shows indicative plan of the portion of the Leased Area that is within Lot 1348.
To be updated pursuant to clause 3.2.

House and Donga Locations

SCHEDULE 6 – LESSEE'S PROPERTY

SECTION 1: LICENSED VEHICLES

	Licenced Vehicle	Vehicle Plate Number	Description on licensing papers	Vin/Chassis No:
1.	Nissan Navara	M19012	Nissan Navara TTOP 2005	JN1CNUD22A0048970
2.	Nissan Navara	1AZY584	Nissan Navara TTOP 2001	MNTADGD22A0011831
3.	Claas 7030 Telehandler w/c Bucket, Pallet Forks & Hay Forks	WB6698	Nolist Trac 2010 SPV Plant Base – No Load	401030488
4.	Holden Rodeo Grey Crew Cab	WB6576	Holden Rodeo Ute 2005	MPATIFS77H5536418
5.	UD Feed Truck	WB5171	Nissan Bincar 1990 2-Axle Rigid Vehicle No trailer over 4.5TGROSS	JNBCPC14N00000562
6.	Holden Rodeo White Crew Cab	1CMH837	Holden Rodeo Ute 2004	MPATFS77H4H542083
7.	Holden Rodeo Tray Back w/c tools, Welder/Genset	1BPF388	Holden Rodeo TTOP 2003	MPATFS77J4H512945
8.	Nissan Patrol	1AGG288	1988	JNIURGY6OA0520386
9.	International Tip Truck	WB5327	Inter Multi 1987 3-Axle Rigid Vehicle No trailer over 4.5TGROSS	RO1630
10.	Curtain Side Trailer	WB7460	Hportr Semitrailer 2002 3-Axile trailer / semi-trailer	6T9T25WA121BKN009
11.	Weaner Trailer	BH2062	Cmade Pigtrailer 1979	RR100

SECTION 2: UNLICENSED VEHICLES AND MOBILE PLANT

	Asset	Comments
1.	Cat Skid Steer	
2.	Hyster Fork Lift	
3.	Yanmar Tractor FEL c/w Bucket & Hay Forks	
4.	Pramac 40KVA Genset	
5.	Farm King Auger (Canola Meal)	
6.	International Tractor (Auger Drive)	
7.	New Feed Silo Muresk	Including all contents
8.	3 x pressure washers	
9.	Hardy Quad Sprayer	

SECTION 3: PLANT AND EQUIPMENT

	Asset	Comments
1.	Rotary Hoe	
2.	Air compressor 180 cubic ft/min	
3.	Farrowing Crates Ninan	
4.	New Farrowing crates Muresk	
5.	2 x Semen Fridges	Contents included.
6.	Various Pig Husbandry Items including Pregnancy Tester	
7.	Household Fridges/Kettles etc	
8.	Computers etc and Info	
9.	Bolt Guns and Cabinet	
10.	Diesel & Petrol Tanks	Contents included.

SECTION 4: LIVESTOCK

All pigs and livestock on the Leased Area (other than the Pigs leased by the Lessee under the PIC Lease, in which case title lies with PIC).

SECTION 5: FEED ADDITIVES

	Asset	Further Description	Comments
1.	Feed additives inc Canola Meal & Meat Meal	NA	

SECTION 6: PIGGERY SUPPLIES AND CONSUMABLES

	Asset	Comments
1.	Injectibles	N/A

SCHEDULE 7 – MORTGAGEE CONSENT

WESTPAC BANK LIMITED, being the registered proprietor of mortgage over the land in the certificates of title referred to in Schedule 1 consents to this Lease.

Signed this day of 2021

Signed for and on behalf of)
WESTPAC BANK LIMITED)
)
by)
)
)
its duly constituted attorney)
who hereby declares that at the)
time of execution of this)
document it has no notice of)
the revocation of the Power of)
Attorney Registered No.)
under the)
authority of which it has just)
executed the within document)

Witness:

Signature:

Full name:

Address:

Occupation:

Executed as a deed on the date first mentioned

[redacted]

Signature of Director/Secretary*

Name of Director/Secretary*
(block letters)
* delete whichever is not applicable

	2172-634 (1793/DP134345), 2172-634 (1792/DP134346), 2172-634 (1971/DP136200)
PREVIOUS TITLE:	35-214A
PROPERTY STREET ADDRESS:	2469 YERECOIN SOUTH EAST RD, LAKE NINAN (1316/DP127417). 2629 YERECOIN SOUTH EAST RD, LAKE NINAN (1317/DP127418). 2293 YERECOIN SOUTH EAST RD, LAKE NINAN (1793/DP134345).
LOCAL GOVERNMENT AUTHORITY:	SHIRE OF WONGAN-BALLIDU

LANDGATE COPY OF ORIGINAL NOT TO SCALE 05/05/2025 11:38 AM Request number: 68144436

Landgate

www.landgate.wa.gov.au

Attachment 1B: ASIC company extract

ASIC
Australian Securities & Investments Commission

Current Company Extract

Name: CRAIG MOSTYN FARMS PTY LTD
ACN: 127 068 115

Date/Time: 24 April 2025 AEST 01:20:34 PM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

Organisation Details		Document Number
Current Organisation Details		
Name:	CRAIG MOSTYN FARMS PTY LTD	1E3544683
ACN:	127 068 115	
ABN:	96127068115	
Registered in:	Western Australia	
Registration date:	15/08/2007	
Next review date:	15/08/2025	
Name start date:	15/08/2007	
Status:	Registered	
Company type:	Australian Proprietary Company	
Class:	Limited By Shares	
Subclass:	Proprietary Company	

Address Details		Document Number
Current		
Registered address:	[redacted]	1E3544683
Start date:	[redacted]	
Principal Place Of Business address:	[redacted]	1E3544683
Start date:	[redacted]	

Officeholders and Other Roles		Document Number
Director		
Name:	[redacted]	[redacted]
	[redacted]	
	[redacted]	
	[redacted]	
	[redacted]	[redacted]
	[redacted]	
	[redacted]	
Appointment date:	19/12/2023	
Secretary		
Name:	[redacted]	[redacted]
	[redacted]	
	[redacted]	
	[redacted]	
	[redacted]	[redacted]
	[redacted]	
	[redacted]	
Appointment date:	01/09/2024	
Ultimate Holding Company		
Name:	CRAIG MOSTYN HOLDINGS PTY LIMITED	7EAD67077
ACN:	008 398 356	
ABN:	14008398356	

Share Information

Share Structure

Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORDINARY SHARES	1	1.00	0.00	1E3544683

Members

Note: For each class of shares issued by a proprietary company, ASIC records the details of the top twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the top twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

Name: DERBY MEAT PROCESSING CO. PTY LTD
ACN: 008 679 016
Address: Level 1, 6 Short Street, FREMANTLE WA 6160

Class	Number held	Beneficially held	Paid	Document number
ORD	1	yes	FULLY	1E3544683

Documents

Note: Where no Date Processed is shown, the document in question has not been processed. In these instances care should be taken in using information that may be updated by the document when it is processed. Where the Date Processed is shown but there is a zero under No Pages, the document has been processed but a copy is not yet available.

Date received	Form type	Date processed	Number of pages	Effective date	Document number
27/04/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	27/04/2022	2	27/04/2022	7EBR86050
29/06/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	29/06/2022	2	29/06/2022	7EBT91696
22/12/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	22/12/2022	2	22/12/2022	7EBZ88011
14/02/2023	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	14/02/2023	2	14/02/2023	7ECB10331

09/10/2023	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	09/10/2023	3	09/10/2023	7ECJ67479
14/01/2024	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	14/01/2024	2	14/01/2024	7ECN38012
27/02/2024	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	27/02/2024	2	27/02/2024	7ECP11821
02/09/2024	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	02/09/2024	2	02/09/2024	7ECX71593

*****End of Extract of 3 Pages*****

Organisation Details		Document Number
Current Organisation Details		
Name:	CRAIG MOSTYN FARMS PTY LTD	1E3544683
ACN:	127 068 115	
ABN:	96127068115	
Registered in:	Western Australia	
Registration date:	15/08/2007	
Next review date:	15/08/2023	
Name start date:	15/08/2007	
Status:	Registered	
Company type:	Australian Proprietary Company	
Class:	Limited By Shares	
Subclass:	Proprietary Company	

Address Details		Document Number
Current		
Registered address:	Level 1, 6 Short Street, FREMANTLE WA 6160	1E3544683
Start date:	15/08/2007	
Principal Place Of Business address:	Lot 2 Telephone Road, GINGIN WA 6503	1E3544683
Start date:	15/08/2007	

Officeholders and Other Roles		Document Number
Director		
Name:	[redacted]	[redacted]
[redacted]	[redacted]	
[redacted]	[redacted]	
[redacted]	[redacted]	
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	
[redacted]	[redacted]	
[redacted]	[redacted]	
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	
[redacted]	[redacted]	
Appointment date:	16/09/2021	
Secretary		
Name:	[redacted]	[redacted]
[redacted]	[redacted]	
[redacted]	[redacted]	
Appointment date:	25/02/2022	
Ultimate Holding Company		
Name:	CRAIG MOSTYN HOLDINGS PTY LIMITED	7EAD67077
ACN:	008 398 356	
ABN:	14008398356	

Share Information

Share Structure

Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORDINARY SHARES	1	1.00	0.00	1E3544683

Members

Note: For each class of shares issued by a proprietary company, ASIC records the details of the top twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the top twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

Name: DERBY MEAT PROCESSING CO. PTY LTD
ACN: 008 679 016
Address: Level 1, 6 Short Street, FREMANTLE WA 6160

Class	Number held	Beneficially held	Paid	Document number
ORD	1	yes	FULLY	1E3544683

Documents

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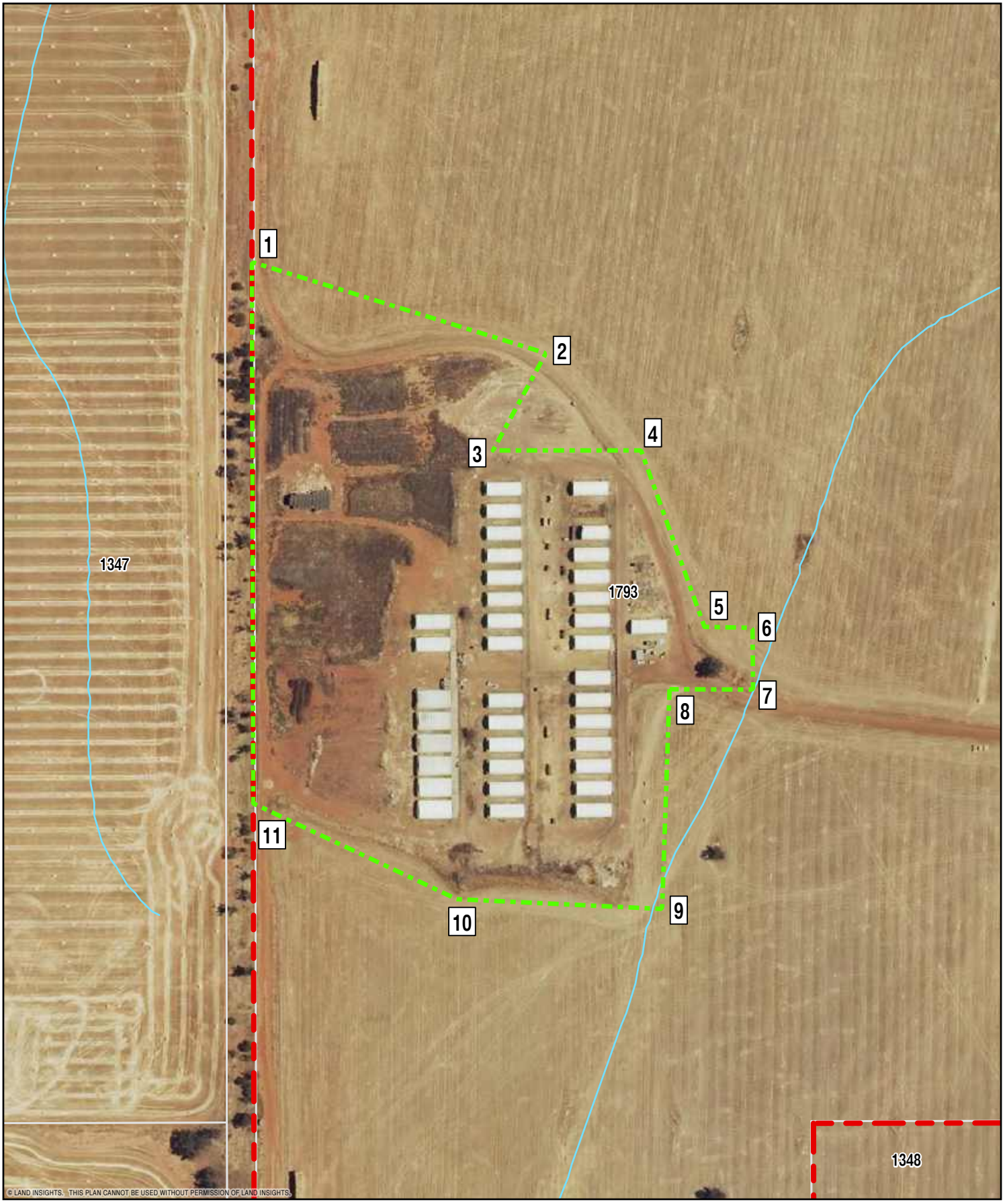
Date received	Form type	Date processed	Number of pages	Effective date	Document number
30/06/2020	484A1 Change To Company Details Change Officeholder Name Or Address	30/06/2020	2	30/06/2020	7EAY07677
04/05/2021	484A1 Change To Company Details Change Officeholder Name Or Address	04/05/2021	2	04/05/2021	7EBH10808
14/10/2021	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	14/10/2021	3	14/10/2021	7EBM29335
02/12/2021	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	02/12/2021	2	02/12/2021	7EBN86728
28/02/2022	484E Change To Company Details Appointment Or	28/02/2022	2	28/02/2022	7EBQ15849

	Cessation Of A Company Officeholder				
27/04/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	27/04/2022	2	27/04/2022	7EBR86050
29/06/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	29/06/2022	2	29/06/2022	7EBT91696
22/12/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	22/12/2022	2	22/12/2022	7EBZ88011
14/02/2023	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	14/02/2023	2	14/02/2023	7ECB10331

*****End of Extract of 3 Pages*****

Attachment 2: Premises map(s)



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Premises Boundary

Lot Boundary

Cadastre

Minor Watercourse

Base data provided by SLIP.

land insights
PLANNING DESIGN ENVIRONMENT

Project: 1125; Layout Name: CM 1125-001-04-01 Premises boundary points

N

0 50 100 150 200 m

Scale: 1:3,500 @ A4

Premises Map
Wongan Hills Piggery
CRAIG MOSTYN FARMS

Path: C:\Users\ShirleyMcIntyre\OneDrive - Land Insights\Drafting Jobs\1125 Wongan Hills\Maps\CM 1125 Wongan Hills Piggery.aprx

Premises Boundary

Lot Boundary

Cadastre

Mortality Burial Area

Local Road

Base data provided by SLIP.

land insights
PLANNING DESIGN ENVIRONMENT

Project: 1125; Layout Name: CM 1125-006-01-02 Lot 1793 Lot Boundary

N

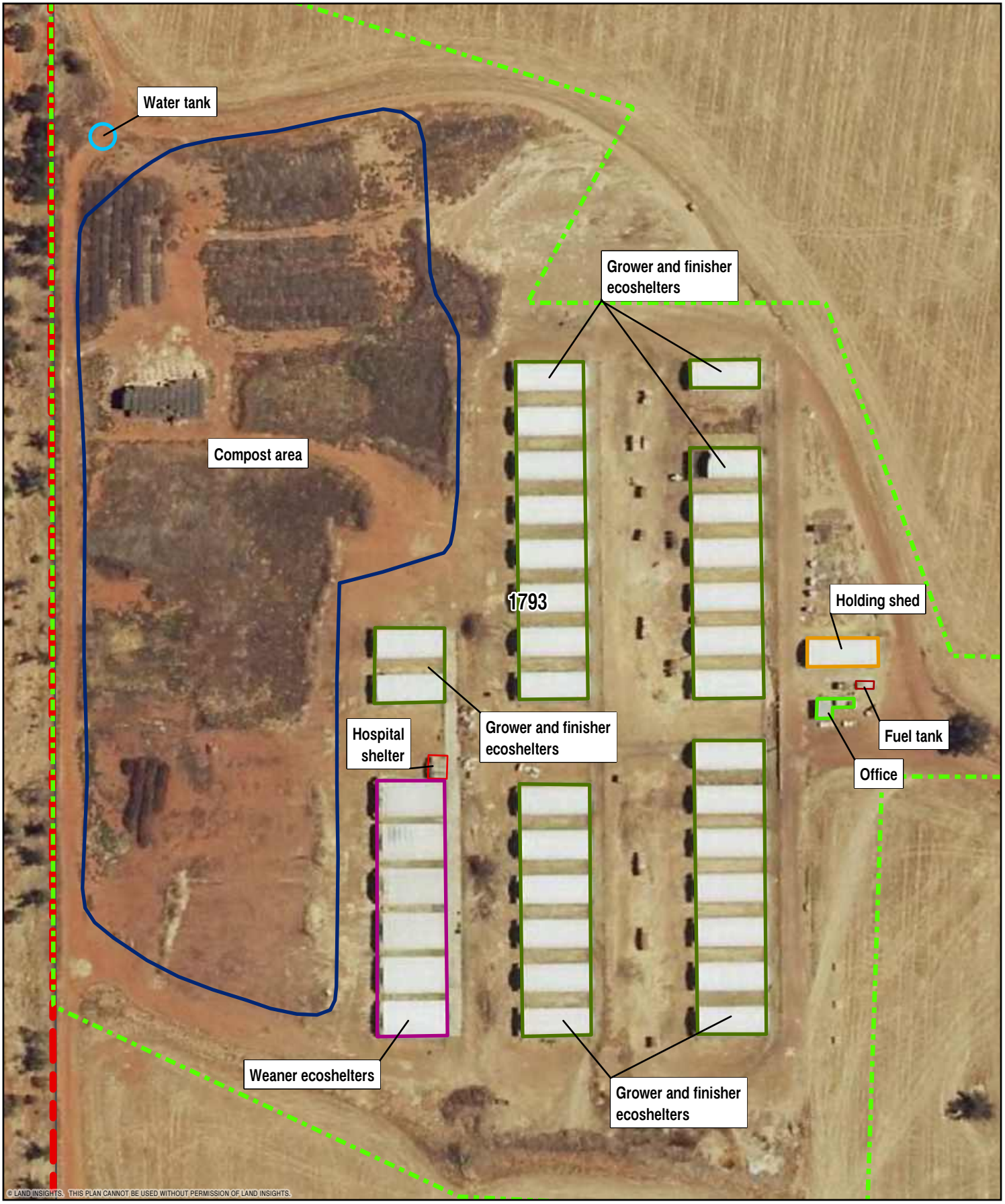
0 100 200 300 400 500 Metres

Scale: 1:10,000 @ A4

Lot Boundary
Wongan Hills Piggery
WONGAN HILLS

Path: C:\Users\ShirleyMcIntyre\OneDrive - Land Insights\Drafting Jobs\1125 Wongan Hills\Maps\CM 1125 Wongan Hills Piggery.aprx

Attachment 3B: Proposed activities



Base data provided by SLIP.

- Premises Boundary
- Lot Boundary
- Cadastre
- Compost area
- Fuel tank
- Grower and Finisher ecoshelters
- Holding shed
- Hospital shelter
- Office
- Water tank
- Weaner ecoshelters

land insights
PLANNING DESIGN ENVIRONMENT

N

0 25 50 75 100 Metres

Scale: 1:1,750 @ A4

Premises Plan - Detail
Wongan Hills Piggeries
WONGAN HILLS

Project: 1125; Layout Name: CM 1125-006-02-03 Lot 1793 Premises Plan

Path: C:\Users\ShirleyMcIntyre\OneDrive - Land Insights\Drafting Jobs\1125 Wongan Hills\Maps\CM 1125 Wongan Hills Piggery.aprx

Attachment 7: Siting and location

Sensitive Receptors

- House location
- Property owner's house
- Premises Boundary

- Lot Boundary
- DBCA Legislated Lands and Waters (DBCA 011)
- Environmentally Sensitive Area

- Local Road
- Major Watercourse
- Minor Watercourse

Base data provided by SLIP.

land insights
PLANNING DESIGN ENVIRONMENT

N

0 0.5 1 1.5 2 2.5 Km

Scale: 1:50,000 @ A4

Project: 1125; Layout Name: CM 1125-001-03-01 Site and Locality Plan

Siting and Location
Wongan Hills Piggery
CRAIG MOSTYN FARMS

Path: C:\Users\ShirleyMcIntyre\OneDrive - Land Insights\Drafting Jobs\1125 Wongan Hills\Maps\CM 1125 Wongan Hills Piggery.aprx

Attachment 8: Environmental Management Plan

WORKS APPROVAL AND LICENCE APPLICATION

“WONGAN HILLS” PIGGERY ENVIRONMENTAL MANAGEMENT PLAN

PREPARED FOR CRAIG MOSTYN FARMS PTY LTD

JANUARY 2025

Prepared by:

Land Insights
[redacted]
[redacted]

Document details:

Document History:

Date	Document Name	Document Manager	Summary of Document Revision	Client Delivered
Dec-24	1125 – Wongan Hills Piggery EMP	SR	Draft for client review	Dec-24
Jan-25	1125 – Wongan Hills Piggery EMP	SR	Second draft updated after client review	Jan-25

Important Note:

"The information contained in this report has been prepared with care by the author(s), or it has been supplied to the author(s) by apparently reliable sources. In either case, the author(s) have no reason to doubt its completeness or accuracy. However, neither the author(s) company nor its employees guarantee the information, nor does it or is it intended to form part of any contract. Accordingly, all interested parties should make their own inquiries to verify the information, as well as any additional or supporting information supplied, and it is the responsibility of interested parties to satisfy themselves in all respects.

This report is for the use only of the party to whom it is addressed. Land Insights disclaims responsibility to any third party acting upon or using the whole or part of its contents."

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Appendices

APPENDIX A – PLANS

1 Introduction

1.1 Background

Craig Mostyn Farms Pty Ltd operates a piggery located at Lot 1793 (2293) Yerecoin South East Road, Lake Ninan ("the site"). It comprises an eco-shelter "grower" operation known as the "Wongan Hills Piggery".

The piggery is certified by the Australian Pork Industry Quality Assurance Program (APIQ) as an Indoor Piggery, "Gestation Stall Free Verification". Certification allows producers to demonstrate that they meet legal requirements, industry standards and customer specifications for the raising of pigs.

The pig housing at the piggery is entirely comprises of eco-shelter (deep litter) sheds. This housing type is defined by the Australian Pork Limited (APL, 2018) as:

> *Typically accommodate pigs in shelters made up of hooped metal frames covered in a waterproof fabric, similar to the plastic greenhouses used in horticulture. However, skillion-roof sheds and converted conventional housing may also be used. The bases of the shelters are concrete or compacted earth. Straw, sawdust, rice hulls or similar loose material covers the floor, absorbing manure. The used bedding is generally removed and replaced when the batch of pigs is removed, or on a regular basis.*

This purpose of the Environmental Management Plan is to provide an assessment of environmental risk and the environmental management of the piggery. It also accompanies a Licence application. It has been prepared in accordance with the *National Environmental Guidelines for Indoor Piggeries* (Australian Pork Limited, 2018).

1.2 Location

The piggery is located on Lot 1793 (2293) Yerecoin South East Road, Lake Ninan, located in the wheatbelt region, approximately 130km to the north-east of Perth. It is approximately 9.2 kilometres south-west of the Wongan Hills townsite. The local government area is the Shire of Wongan Ballidu. The total size of Lot 1793 is approximately 121 hectares.

The piggery operation (housing and compost area) is located at the far western extent of Lot 1793. The proposed Premise boundary (as shown on the "Premise Plan" in Appendix A) corresponds with the area leased by Craig Mostyn Farms.

A site context plan showing the locality and the surrounding environmental features is provided below.

Figure 1.1 Site Context Plan

1.3 Ownership

Ownership details are provided in the table below. Craig Mostyn Farms Pty Ltd lease a portion of the lot from the landowner for the piggery operations.

Table 1.1 – Ownership details

Lot Number	Plan number	Volume	Folio	Owner
1793	DP134345	2172	634	Myara Downs Pty Ltd

1.4 History of the site

Eco-shelters have been established on this property for a number of years.

Historic aerial photos have been provided below to provide an indication of the site history. Please note that being in a rural area, consistent and recent aerial photography is not available.

Figure 1.2 – Aerial Photo 2000

Source: Landgate

Figure 1.3 – Aerial Photo 2005

Source: Landgate

Figure 1.4 – Aerial Photo 2010

Source: Landgate

2 Piggery Description

2.1 Introduction

The Wongan Hills Piggery comprises the eco-shelter piggery operation. It is referred to as a "grower/finisher" piggery unit type which means that pigs arrive on the site at 3 weeks (after they are weaned) and they are kept in the piggery until approximately 24 weeks old (or until they make the required weight for market).

The piggery is located at the far western side of the lot, to the west of Yerecoin South East Road. The piggery comprises eco-shelter or deep litter shelters, associated infrastructure and composting area. The proposed Premise boundary (as shown on the "Premise Plan" in Appendix A) corresponds with the area leased by Craig Mostyn Farms.

2.2 Infrastructure

The buildings comprising the piggery are listed in Table 2.1 below. A majority of the eco-shelters have a concrete floor, however five do not have a concrete floor and have been constructed on the ground. Most of the eco-shelters have timber walls, but a few have concrete walls. All eco-shelters have a tarpaulin roof. The hospital shelter has timber and tin walls and a tin roof.

Table 2.1 – Piggery Structures

Structure	Quantity	Size	Cleaning regime	Average number of pigs	Age of pigs
Weaner Eco-shelters	6	22m x 12m	Cleaned every 8 weeks. Spent bedding is scraped out of the shelter and the shelter pressure washed with water.	400 pigs in each shelter	3-12 weeks
Grower Eco-shelters	16	25m x 10m	Cleaned every 8 weeks. Spent bedding is scraped out of the shelter and washed with water occasionally.	200 pigs in each shelter	12-16 weeks
Finisher eco-shelters	12	25m x 10m	Cleaned every 8 weeks. Spent bedding is scraped out of the shelter and washed with water occasionally.	200 in each shelter	16-24 weeks
Holding shed	1	25m x 10m	Used for temporarily holding pigs prior to transport.	Usually 240	Finishers
Hospital shelters	1	5m x 4m	Cleaned when needed.	Various	Weaner age pigs only.

The inside of the eco-shelter is set up with straw bales at one end (western end) to provide a place for pigs to sleep. The feeders and drinking water are provided at the other end of the shelter. Pigs generally defecate in the space between the straw and feeders. Drinking water is pumped into drinking facilities built into the wall of the eco-shelter.

Each eco-shelter has a 2m concrete 'apron' that extends from the eastern end of the shelter. The apron is used to stockpile spent bedding during cleaning.

Also located within this piggery is the office/administration building, a holding shed and composting area. The holding shed is used to temporarily hold pigs before being loaded onto a truck for market. Further information about the composting area is provided below. The feed silos are located closer to the site entrance, along the access road from Yerecoin South East Road.

Water for the piggery (including cleaning water and drinking water) is supplied by groundwater production bores located on the Myara Downs farm.

2.3 Cleaning process

The eco-shelters are cleaned every 8 weeks. The current process for cleaning is as follows:

1. Solid waste (straw and manure) is pushed and scraped to the eastern side of the eco-shelter and partially onto the concrete apron.
2. It is placed on the area between the eco-shelters temporarily.
3. Solid waste is picked up by a telehandler and taken to the compost area
4. A high pressure hose is used to wash the weaner eco-shelters and occasionally the grower and finisher shelters (if required). Water is drained to the outside of the shelter onto the ground.
5. Feeders are cleaned inside the shelters, there is no separate washdown area.

Waste removed from the eco-shelters is as follows:

- Approximately 30m^3 waste from the weaner eco-shelters each time it is cleaned. One weaner eco-shelter is cleaned each week.
- Approximately 40m^3 waste from the grower and finisher eco-shelters each time it is cleaned. One grower and one finisher eco-shelter is cleaned each week.

Volume of water used to clean the weaner and grower eco-shelters is as follows:

- 1800 litres to wash the weaner eco-shelters
- 1500 litres to wash the grower eco-shelters (if required)

This report provides recommendations relating to the cleaning and management of the eco-shelters and the compost area, with the aim of reducing emissions and discharges to the environment. It is recommended that eco-shelters are managed to prevent any water runoff from existing shelters and ensuring that spent bedding is transferred directly from the concrete pad to the composting area.

2.4 Composting area

The composting area is located directly to the west of the eco-shelters, with some composting to the south. It is approximately 300m x 130m in size (37,000m^2). The soil is on the site is sandy with some gravels and trace amounts of clay, however it is understood that the base of the composting area comprises compacted gravel. Spent bedding and mortalities are composted in this area.

There are currently no earth bunds surrounding the composting area. The land slopes gently to the south. There was no evidence of surface water runoff from the composting windrows during a site inspection in January 2024 and upon a review of aerial photography. However, it is recommended in this report that an earthen bund is placed downslope of the composting area to contain water runoff from the composting area during rainfall events.

The spent bedding is placed into low stockpiles approximately 1.5m in width to 1.5m in height. The compost is stockpiled in windrows which are orientated in a north-south direction of approximately 100-150m in length. Compost windrows are regularly turned and processed for many months until it is in a composted state.

It should be noted that the aerial photography available from Landgate does not give a true indication of how the composting area is currently managed. A more recent image of the site from Google Earth is provided below which gives an indication of the composting windrows.

Source: Google Earth

2.5 Mortalities

Pig carcasses are picked up daily from the shelters and placed within the composting area and promptly covered with spent bedding. The pig carcasses assist with the composting process.

There are approximately 10 pig deaths per week (520 pigs per year).

2.6 Transport

Approximately 240 pigs are transported from the piggery each week and every four weeks there are two truckloads of 240 pigs, giving an average of 300 pigs each week.

3 Existing environment

3.1 Climatic conditions

Temperature

The site is located in the wheatbelt region of Western Australia, to the north-east of Perth. This area experiences cool, wet winters and hot, dry summers.

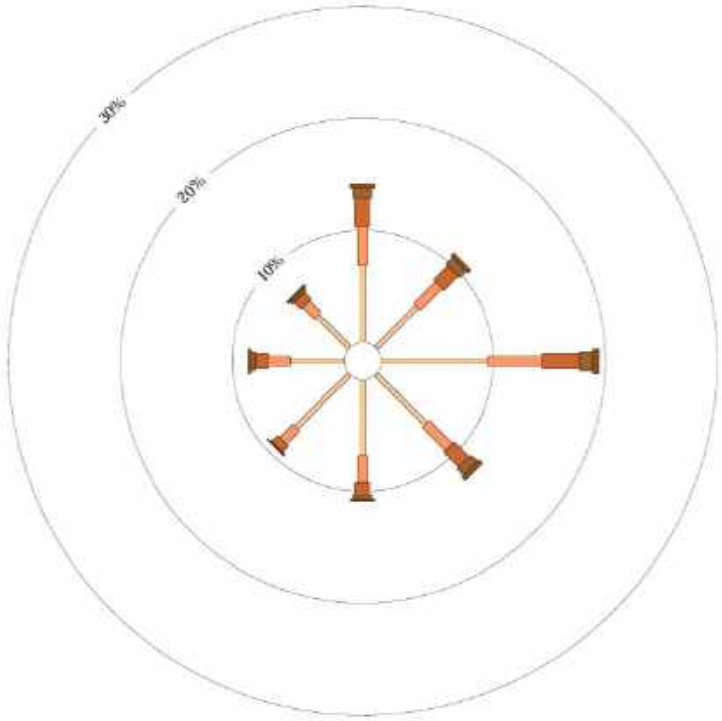
The closest weather station is located at Wongan Hills. It has recoded the mean maximum temperature as 34.7 degrees Celsius (recorded in January) and the mean minimum temperature as 6.6 degrees Celsius (recorded in July) (Bureau of Meteorology, 2024).

Rainfall

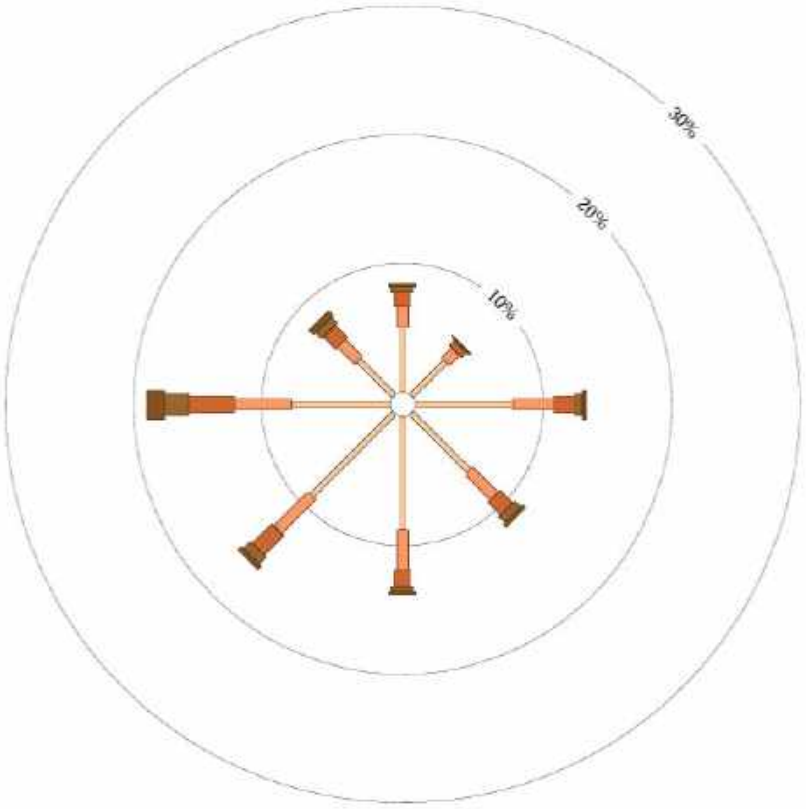
The closest weather station is located at Wongan Hills. The mean annual rainfall is 387mm with most rain falling during the months of May to August (Bureau of Meteorology, 2024).

Wind conditions

The annual wind rose for 9am is below. As can be seen from the wind rose, the prevailing wind in the morning is generally from the east. The prevailing wind in the morning is generally from the east throughout the year except in winter when it is from the north.



The annual wind rose below shows that the prevailing wind direction at 3pm is from the west. Most months of the year have prevailing winds from the west in the afternoon, particularly during winter and spring. Some months during summer and autumn have prevailing winds from the south-west, south and south-east.



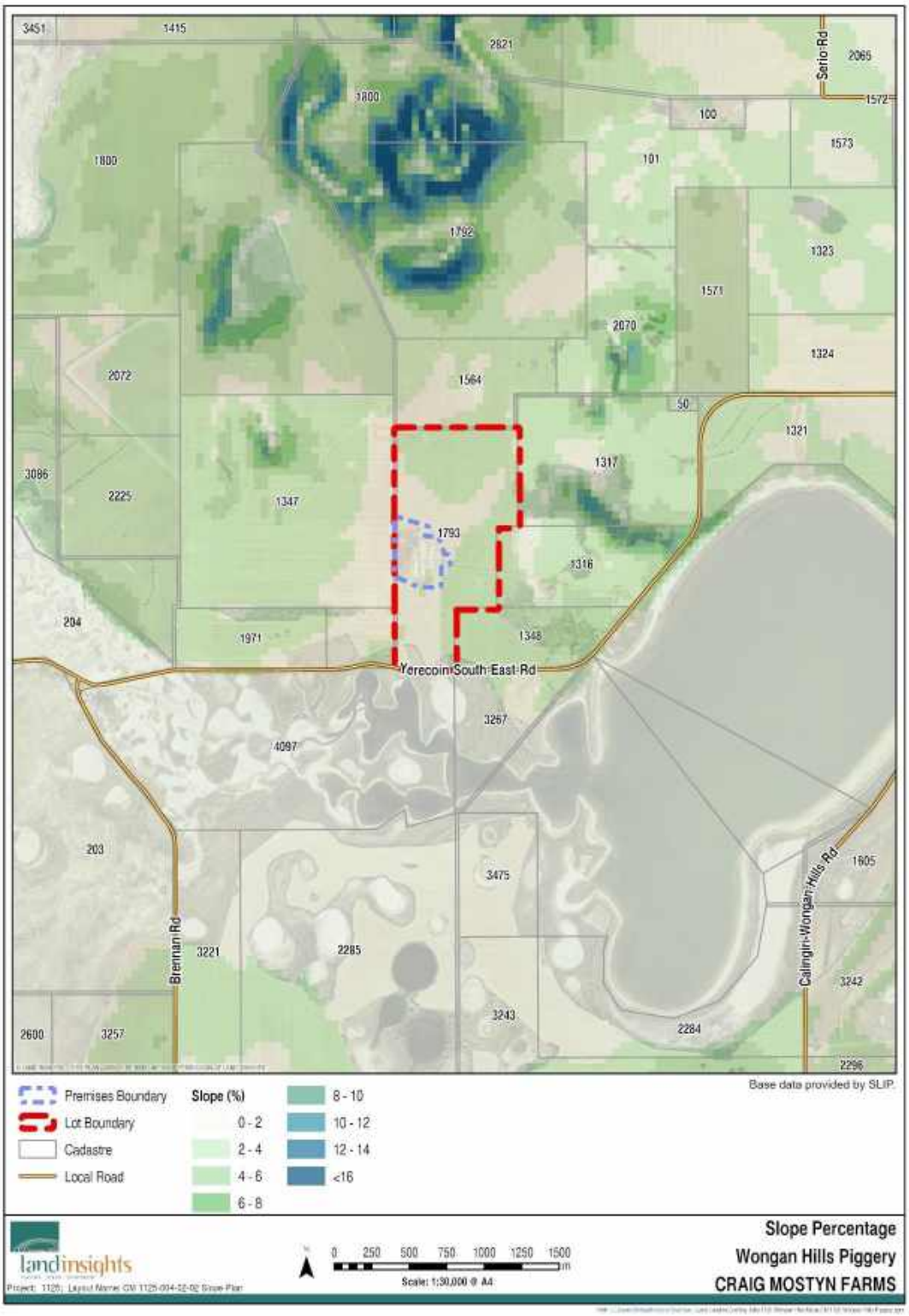
3.2 Topography and slopes

Lot 1793 gently slopes from north to south. The highest point is at the northern end of the lot at approximately 260m AHD (Australian Height Datum) to approximately 240m AHD at the southern point of the lot.

The slopes throughout the site are relatively gentle. Figure 3.1 below shows the slope across the lot and within the proposed Premise boundary. The Premise is located on land with a 0-2 degree slope.

The gentle slope of the site reduces the likelihood of water erosion and the movement of soil downslope.

Figure 3.1 – Slope



3.3 Geology

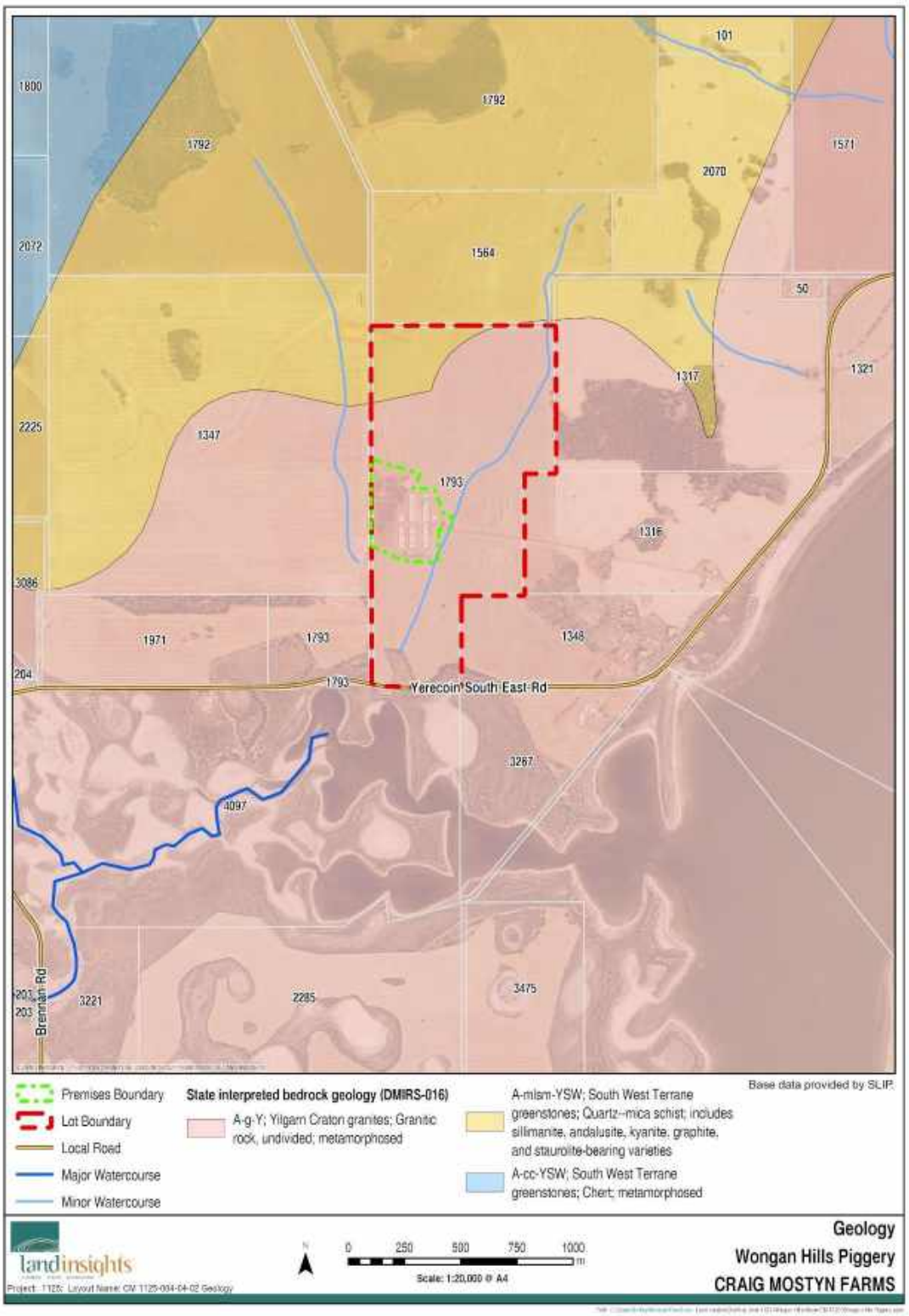
The site lies on the western edge of the Yilgarn Craton. DPIRD maps the geological formation across the site as “Undulating terrain with rock outcrop” and the geology as “colluvium over granitic rocks”.

The 1:2 500 000 and 1: 500 000 state interpreted bedrock geology by DMIRS maps the site within the “Yilgarn Craton granites” (symbol A-g-Y) which is described as “Granite rick, undivided and metamorphosed”.

The Regolith of WA – 500 metre grid mapped by DMIRS shows the piggery is located on “Lacustrine deposits; includes lakes, playas, and fringing dunes” on the southern side and “Slope deposits; includes colluvium and sheetwash” on the northern side. This description is reflective of the on site landscape which slopes to the south where it reaches the low lying wetlands.

DPIRD maps the geological formation across the site as “Undulating terrain with rock outcrop” and the geology as “colluvium over granitic rocks”.

Figure 3.2 – Geology



3.4 Soils

The soil-landscape units are mapped by DPIRD. The mapping indicates that the predominant soil-landscape unit across Lot 1793 is “Wongan Hills 1 subsystem” which is described below:

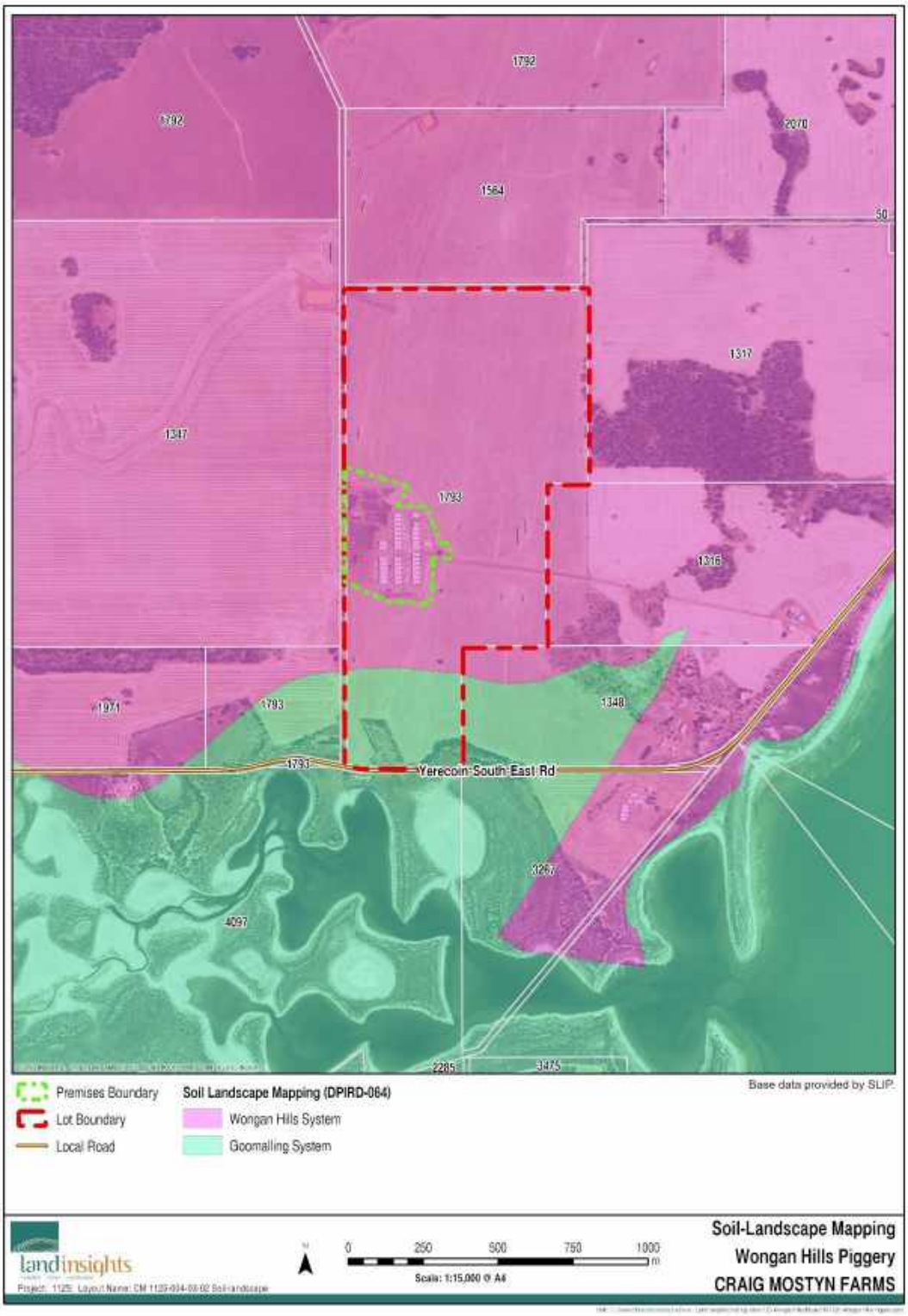
Wongan Hills 1 subsystem (256Wg_1) – “Grey brown shallow and deep loamy duplex, sandy and loamy earth and minor of shallow and deep sand”

The soil qualities mapped by DPIRD are described in the table below. The mapping categorises the soil qualities in terms of low, medium and high risk. The soil-landscape unit within the Premise has a low risk for most relevant soil qualities, with a medium risk of wind erosion due to the sandy nature of the soil.

Table 3.2 – Soil qualities

Symbol	Phosphorus export risk	Flood risk	Water erosion	Wind erosion	Waterlogging
Wongan Hills 1 subsystem	Low risk	Low risk	Low risk	Medium risk	Low risk

Figure 3.3 – Soil-landscape units



3.5 Remnant vegetation

Lot 1793 and the surrounding area has been historically cleared to facilitate agricultural uses, and is still largely void of native vegetation. There are no areas of native vegetation within or directly adjoining the Premise. The closest vegetation is approximately 400m to the south of the proposed Premise boundary, associated with the watercourse and wetland system. While these areas are downslope of the piggery, it is considered that there will be a low risk of impact with the implementation of the recommendations from this report. Another area of remnant vegetation is located approximately 550m to the east of the piggery. This vegetation is located upslope of the piggery.

The pre-European vegetation is mapped as "Guangan – 1024" system association by the Department of Primary Industries and Regional Development (DPIRD) database. The structure is described as "thicket" and the flora is described as "Wattle, Casuarina and Teatree (Acacia-Allocasuarina-Melaleuca alliance".

There are no Environmentally Sensitive Areas mapped on Premise or the Lot. There are also no Clearing Instruments (proposals, approved areas, conditions) and no Offsets mapped within or surrounding the Premise.

There are no proposals to clear native vegetation as part of the Licence application.

Conservation significant species and communities

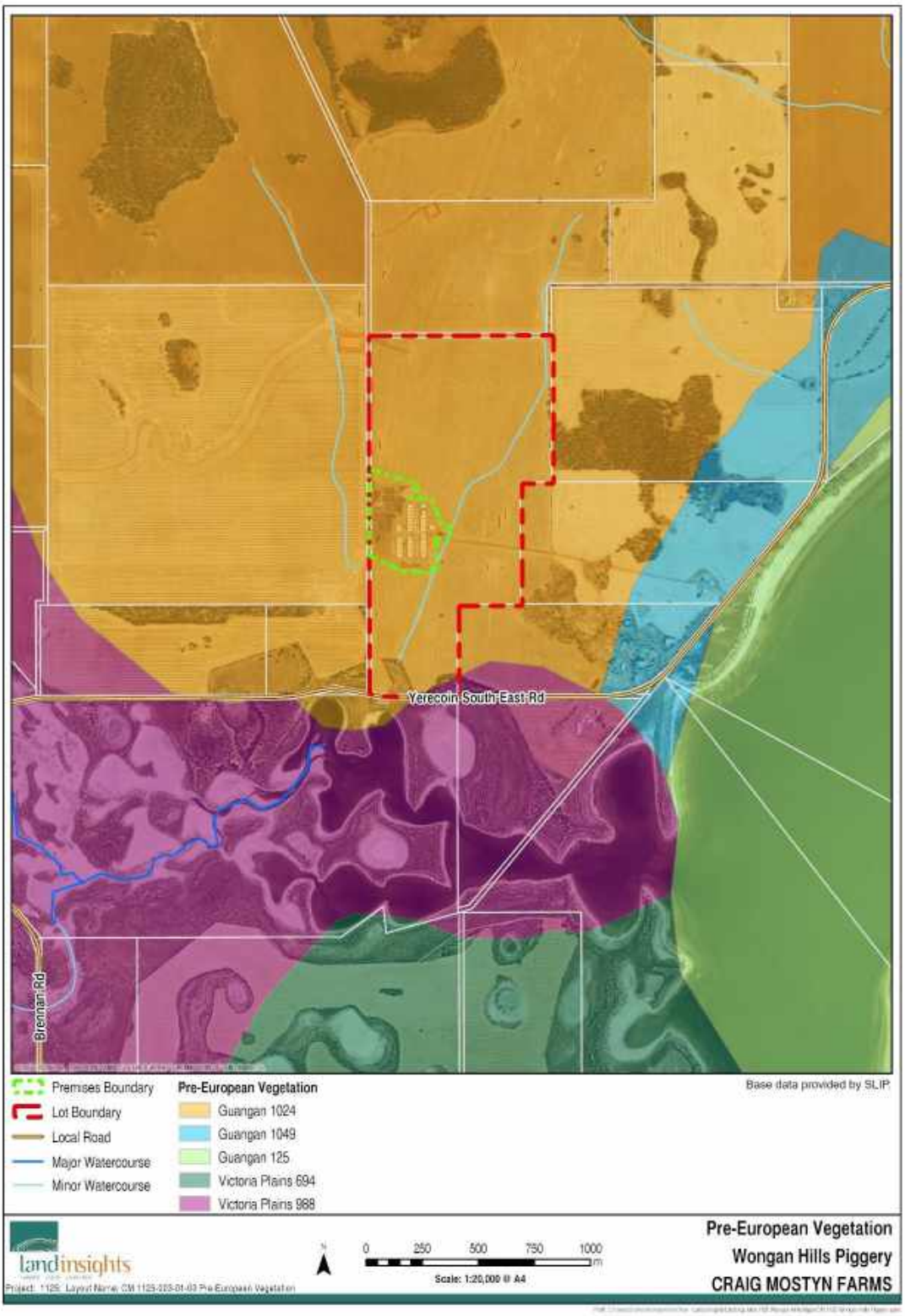
No Threatened Ecological Communities (TECs) have been mapped on the site by the Department of Biodiversity, Conservation and Attractions (DBCA).

No Threatened or Priority flora or fauna are mapped by DBCA as occurring on the site. A number of occurrences of Threatened Flora (Threatened and Priority 3) have been mapped to the north and south-west of the site. One occurrence of Threatened Fauna is mapped as occurring in Lake Ninan to the south-east of the site. The database does not specify the species, but it lists it as a mammal and the conservation status is "vulnerable".

As there are no proposals to clear native vegetation, there will be no direct impact to conservation significant species or communities.

Figure 3.4 – Remnant Vegetation

Figure 3.5 – Pre-European Vegetation Communities



3.6 Hydrology

Regional hydrology

Hydrology data mapped by the Department of Water and Environmental Regulation (DWER) is as follows:

- Surface Water Area – *Avon River System* (Proclaimed)
- Surface Water Subarea – *North Mortlock Avon System* (Proclaimed)
- Groundwater Area – *Karri* (Unproclaimed)
- Groundwater Subarea – *Karri* (Unproclaimed)
- Hydrographic Catchment Division – *South-west*
- Hydrographic Catchment Name – *Swan Avon – Mortlock*
- Hydrographic SubCatchment Name – *North Mortlock Avon System*
- Hydrographic Basin Name – *Avon*
- Hydrological Zone Name – *Northern Zone of Rejuvenated Drainage*
- Surface Water Management Area – *Avon River System*
- Surface Water Management Subarea – *North Mortlock Avon System*

The hydrological zone is *Northern Zone of Rejuvenated Drainage*. It extends from Beverley at the northern end to the Gordon River at the southern end. It is described by DPIRD as having a basement of granitoid rock at the western edge of the Yilgarn Craton. It is a predominantly erosional landscape with uplands mainly comprised of lateritic gravel.

There are no Public Drinking Water Source Areas and no Proclaimed Groundwater Areas in the region. The proposed Premise is located in a Proclaimed Surface Water Area ("Avon River System") under the *Rights in Water and Irrigation Act 1914* (RIWI Act).

Local Surface Hydrology

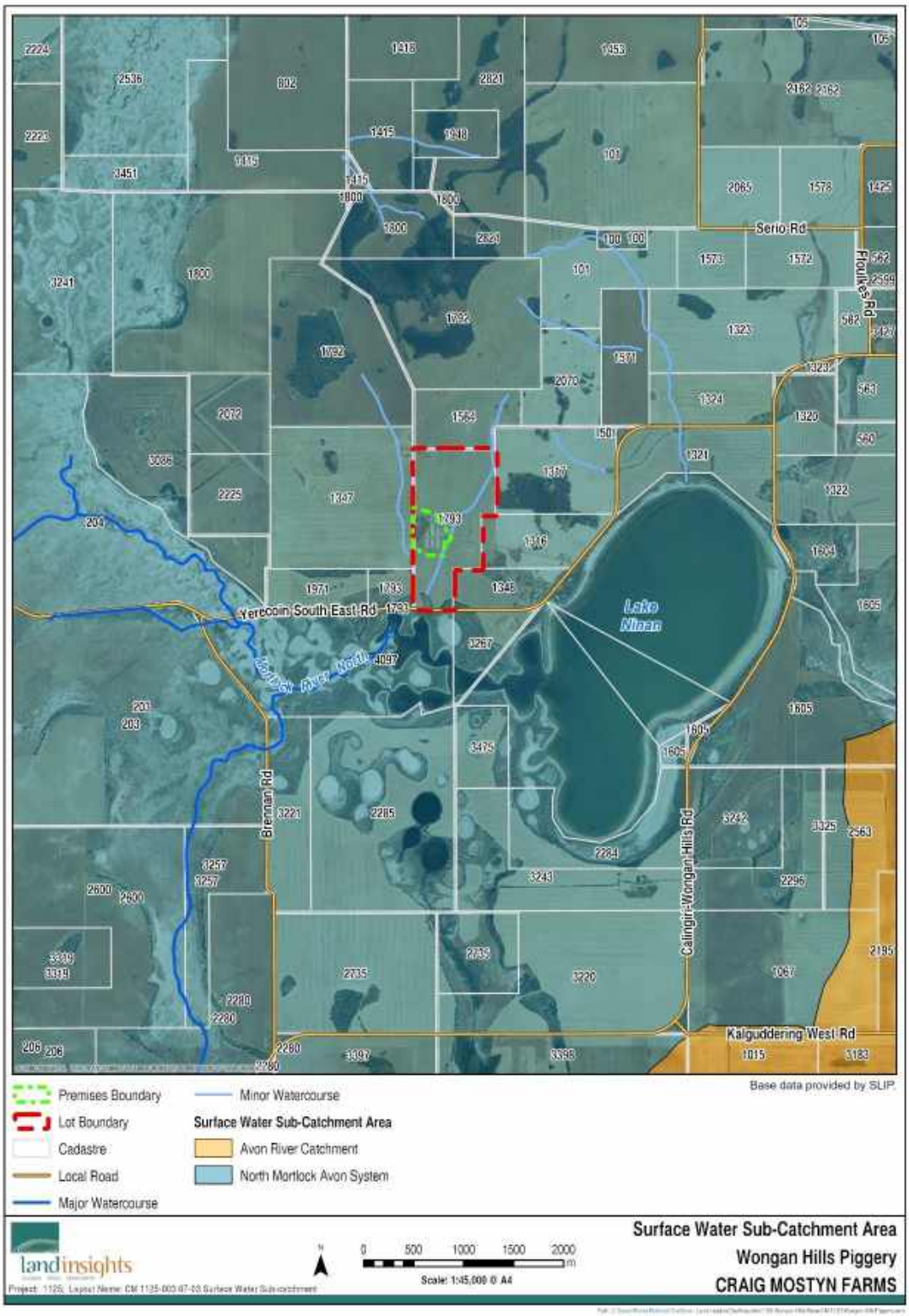
The proposed Premise lies within the surface water catchment area for the North Mortlock River, which is a tributary of the Avon River. This catchment area is one of the many systems responsible for feeding saline water into the Avon River (Water and Rivers Commission, 2003).

Lake Ninan has been impacted by historic land uses relating to agriculture in the area, one of the main impacts being increased salinity and nutrient levels. The lake is located at the southern end of the North Mortlock River surface water catchment area. Water in the lake can be up to six times saltier than the sea and fish and bird species numbers have been reduced as a result (Pendragon Environmental Solutions, 2018).

The North Mortlock River runs along the southern boundary of the lot. It is approximately 670 metres to the south of the piggery. Lake Ninan is approximately 1,200 metres to the south-east of the piggery.

Figure 3.6 – Surface Water Features

Figure 3.7 – Surface Water Sub-catchment Areas



Hydrogeology

The 1:250,000 Hydrogeology Map Series shows that the aquifer beneath the proposed Premise and surrounding areas is a 'surficial aquifer – porous media and un-consolidated'. Groundwater in the superficial aquifer is partially confined, and as a result, is partially under pressure.

There are local groundwater systems such as saprolite and perched sandplain aquifers in the area. Groundwater is located at approximately 237m AHD which is approximately 10m below ground level (the piggery is at approximately 248m and 252m AHD). Groundwater has been determined to be approximately 10-14 metres below ground level. No areas of perched watertable or waterlogged areas are known to be located within or adjacent to the piggery. A number of production bores are located on the Myara Downs farm, which supply water to the piggery. These are located at a depth of approximately 20 metres below ground level.

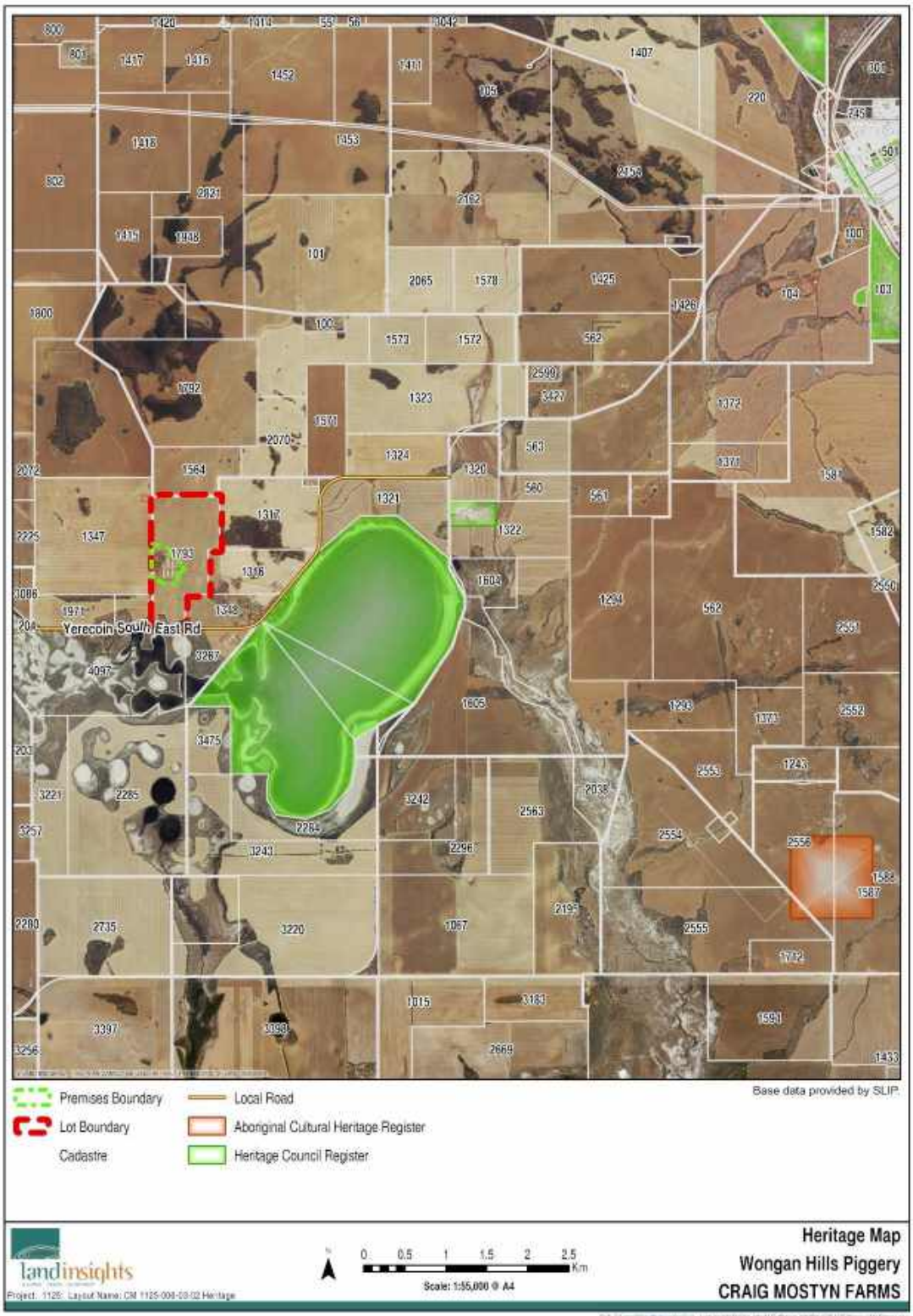
No registered groundwater bores are located at the proposed Premise. The site is not located within a Proclaimed Groundwater Area under the RIWI Act.

3.7 Heritage

There are no Aboriginal Heritage Sites mapped by DPLH within the proposed Premise or within 5 kilometres of the Premise (including Registered Heritage Sites and Other Heritage Sites). The closest mapped heritage site is "Wongan Hills Craigs Farm" (ID 5945) located 7 kilometres to the south-east of the Premise.

Lake Ninan is mapped as a Local Heritage Site in the Shire of Wongan-Ballinu Municipal Inventory as a category 5 site. It is described as "an historic site without built features" and "has associations with a way of life no longer practised, and with different eras of development." The heritage site is approximately 1,200m from the piggery.

Figure 3.8 – Heritage



3.8 Surrounding land uses

The surrounding land uses are other rural land uses such as broadacre cropping and animal husbandry. There are no residential or rural-residential areas in close proximity to the proposed Premise. The closest sensitive receptors are rural dwellings. The wetland and waterway system of the North Morlock River and Lake Ninan adjoining the lot to the south and south-east.

The closest town is Wongan Hills, located approximately 9.2km to the north-east of the piggery.

3.9 Separation distances

The piggeries are both well separated from the nearest occupied residences (sensitive land uses). They are listed in the table below.

Table 3.3 – Separation distances to sensitive residences

Residence	Distance to the Piggery/Proposed Premise
R1 – Dwelling to the south-west	7,700 metres
R2 – Dwelling to the west	10,200 metres
R3 – Dwelling to the north-west	8,000 metres
R4 – Dwelling to the north	6,000 metres
R5 – Dwelling to the north	3,400 metres
R6 – Dwelling to the north-east	5,000 metres
R7 – Dwelling to the east	3,500 metres
R8 – Dwelling to the south-east	7,000 metres
R9 – Dwelling to the south	6,300 metres
R10 – Dwelling to the south-east	3,800 metres
R 11 and R13 – Dwellings to the south-east, owned by the landowner and resided in by piggery staff.	930 metres
R12 and R14 – Dwelling to the east, owned by the landowner	1,200 metres

Residence	Distance to the Piggery/Proposed Premise
R15 – Dwelling to the north-east, owned by the landowner	1,800 metres

The *National Environmental Guidelines for Indoor Piggeries* (APL, 2018) does not provide specific separation distances for indoor or intensive piggery operations.

Further guidance is provided in *EPA Guidance Statement No. 3 – Separation Distances Between Industrial and Sensitive Land Uses* (EPA, 2005). The recommended separation distance for "Piggery – Intensive" for an operation with over 5000 pigs is 5,000 metres. The only dwellings (which is not owned by the property owner) which are less than 5,000m from the piggery are R5 and R7 (at 3.400m and 3,500m respectively). The remainder of the surrounding properties are over 5,000m from the piggery.

Figure 3.9 – Surrounding Sensitive Receptors

3.10 Specified Ecosystems

"Specified ecosystems" are defined by DWER (2016) as "areas of high conservation value and special significance that may be impacted as a result of activities at or Emissions and Discharges from the Premises". The distances from the site to relevant specified ecosystems (as set out in DWER's "Guideline: Environmental Siting") are set out in the table below. A Siting and Location Plan is at Appendix A.

Table 3.3 – Specified Ecosystems Relevant to the Site

SPECIFIED ECOSYSTEM	DISTANCE TO PREMISE
Department Managed Lands and Waters	Lake Ninan Nature Reserve – 600m south of the piggery.
Threatened Ecological Communities	The closest TEC is approximately 800 metres to the east of the piggery (400m east of the premise), a most likely vegetation associated with the Lake Ninan Nature Reserve.
Threatened Flora	Threatened species and priority flora species mapped within 5km of the premise, primarily to the north, associated with Rogers Nature Reserve and Elphin Nature Reserve. The closest Threatened Flora is approximately 2km to the north of the piggery (1,200m from the premises).
Threatened Fauna	Threatened and priority fauna species are mapped within 5km of the premise. The closest is classified as "Vulnerable" and is located in Lake Ninan approximately 600m to the south-east of the piggery.
Public Drinking Water Source Areas	14km to the north-west of the piggery/premise.
Hydrography WA	North Mortlock River – 600m to the south of the piggery and adjoining the southern boundary of the Premises. Lake Ninan – 1,200m to the south-east of the piggery and 800m to the south-east of the Premises. Lake Hinds – 14.5km to the north of the piggery.

4 APL Guidelines – Site Suitability

4.1 Introduction

The suitability of a site/property for a piggery operation is discussed in the *National Environmental Guidelines for Indoor Piggeries* (Australian Pork Limited, 2018) which provides guidance on the environmental and amenity factors that can influence site suitability. The site suitability and potential environmental issues outlined in the Guidelines are discussed in this chapter.

4.2 APL Guideline Review

The site suitability applicable to a deep litter/eco-shelter piggery as set out in the *National Environmental Guidelines for Indoor Piggeries* (Australian Pork Limited, 2018) is reviewed in Table 4.2 below. It is important to note that the Guidelines largely focus on conventional indoor pig accommodation, however some aspects of the Guidelines can apply to eco-shelter/deep litter operations where relevant.

Table 4.2 – Peter Valley Piggery Issue and Risk Review

Category	Description (based on APL, 2018)	Comment
Odour	Odour nuisance is a very complex issue. Careful site selection is imperative in minimising the likelihood of odour nuisance, supported by good design and management. An odour assessment can determine if nearby receptors are likely to be protected. Providing suitable separation distances is crucial.	Odour is not considered an issue on this site given the significant separation distances to the nearest residences and the size and operation of the piggery. Only two residences are located under 5,000m from the piggery (R5 and R7 to the east and north-east). The piggery is an eco-shelter operation and does not have wastewater treatment ponds which removes a potential odour source from the operation. No complaints have been received for the piggery. It is therefore considered that an odour assessment is not necessary for this operation.
Dust	Nuisance from dust can be minimised through good siting, design and management. Traffic movements along unsealed roads and spreading of dry manure has the potential to generate dust. Choosing routes with either sealed roads, or good separation to houses, lowers the risk of dust impacts. Selecting manure reuse areas that are well separated from	Dust is not considered an issue on this site as separation distances to the nearest residences are considered adequate to provide protection against the effects of dust. Spent bedding produced from the eco-shelters is composted in an area adjacent to the eco-shelters. There are no 'reuse areas' as defined by the APL Guidelines (defined as "land used to

Category	Description (based on APL, 2018)	Comment
	receptors also reduces the risk of nuisance from dust. Burning of mortalities and rubbish, which creates smoke, is discouraged.	spread piggery effluent or manure") as the spent bedding is composted.
Noise	Noise is generated by the piggery itself, equipment used on other parts of the farm (e.g. pumps) and vehicles relates to the piggery. On-farm noise sources should be well separated from sensitive land uses to minimise the likelihood of nuisance for nearby receptors. Careful selection of traffic routes and property entry points, and suitable scheduling of traffic movements will reduce the risk of nuisance traffic noise.	Noise is not considered an issue on this site as separation distances to the nearest residences are considered adequate to provide protection against the effects of noise.
Vermin	The Guidelines state that intensive piggeries may attract flies, rodents and predators. There is a need to manage vermin to not only prevent amenity impacts, but also to control disease within the piggery and minimise piglet losses.	Vermin and pests controlled as required by animal husbandry and welfare requirements.
Visual impacts	Vegetative screening between the piggery and a neighbour or a road can mask the visual reminder of piggery. Vegetation around the operation can significantly improve the visual appeal of a piggery, and vegetation belts can help in dispersing odour, noise and dust.	This piggery is setback over 1km from the road and is also shielded by the natural topography of the land in between the road and the piggery.
Road safety and maintenance	Roads used by the piggery should be of suitable standard and site access appropriate. The impact on road users will depends on the number of traffic movements, visibility at entry/exit points, road conditions etc.	The site has been used for piggery operations for many years. Traffic movements and impact on the roads is outside the scope of this management plan and can be considered by local government if necessary.
Surface water	Water is typically needed at a piggery for drinking, cleaning, fire control, dust control and dilution of effluent for irrigation. It is important that enough water of suitable quality is available at the piggery. Potential new water sources should be analysed to confirm the supply is fit for purpose. Good piggery siting, design and management practices will effectively protect surface water quality. This is important since the entry of manure	Adequate water supply is already used at the piggery and has been used for many years. Water is used to clean the shelters as needed (i.e. not every time they are cleaned but on occasion). There is adequate separation between the piggery and the nearest surface water features.

Category	Description (based on APL, 2018)	Comment
	nutrients, organic matter and sediment into surface waters may cause a number of environmental problems. Piggery complexes should be sited above the 1 in 100 year flood line.	
Groundwater	Groundwater vulnerability depends on the depth to groundwater, soil type, geology, water quality and other factors. Sites with light soils and shallow groundwater pose a high risk for groundwater contamination and effluent and manure need careful management to prevent nutrient leaching into groundwater. Ideally, effluent and manure reuse areas should be located on land where groundwater is deep, stored within confined aquifers or well protected by a clay layer.	Groundwater is located at approximately 237m AHD which is approximately 10m below ground level (the piggery is at approximately 248m and 252m AHD). No areas of perched watertable or waterlogged areas are located within or adjacent to the piggery. As a result, it is not considered that nutrient leaching to the groundwater is a significant risk at this site.
Soils	The soils should be considered in terms of its suitability for building pads, effluent treatment systems, manure storage, carcass composting pads or burial pits and reuse areas. Clays and clayey sands and gravels best suit earthen pads for deep litter piggeries, effluent ponds, manure storage sites and carcass burial pits, since these soils can be compacted to provide a low permeability base.	The only components at the piggery is eco-shelters and a composting area. Soil types are sand with gravel over sand with clay. While the APL Guidelines recommend that clay soils can be compacted to provide a low permeability base, the standards for waste containment infrastructure (such as the shelters and composting area) are set out in DWER's "Guideline: Better Practice Organics Recycling" which sets out the benchmark controls for storage of organic matter. The soils under the composting area are understood to be compacted gravel.
Flora and fauna	Native vegetation, including trees, shrubs, herbs and grasses, and the habitats it provides, can be environmentally sensitive. Clearing native vegetation is controlled through the *Environmental Protection (Clearing of Native Vegetation) Regulations 2004*.	The eco-shelters and associated facilities are already established and no clearing of native vegetation is proposed.
Available land area	Ideally, a property should be large enough to contain the piggery complex and any required areas for manure and effluent reuse (if being kept on site). Available land	The spent bedding will be composted within the premises. Following this, the material will not be considered "waste" or "manure reuse" and can be spread off site.

Category	Description (based on APL, 2018)	Comment
	area should also consider separation distances to sensitive land uses.	
Climate	Temperature can affect shed heating and cooling requirements. Rainfall patterns affect water availability for piggeries relying on surface waters. Odour dispersion is heavily dependent on wind speed and direction patterns as well as other factors.	Climate is discussed in Chapter 3.1 above, including temperature, rainfall and wind conditions. Odour is discussed above.
Topography	An ideal site for an indoor piggery is relatively flat. Topographical barriers can help reduce odour, dust, noise and amenity impacts.	Topography is discussed in Chapter 3.2 above. There are no steep slopes and the Premise is relatively flat with a gentle slope as recommended by the Guidelines. The eco-shelters are located on gently sloping ground.
Heritage	Items, sites or places of Aboriginal or European cultural significance must be considered when selecting a piggery site.	No Aboriginal Cultural Sites have been identified within or directly surrounding the Premise. Lake Ninan is listed in the Shire's local heritage municipality as a local heritage site.

5 APL Risk Assessment

5.1 Introduction

The risk assessment for the eco-shelters was undertaken using the *National Environmental Guidelines for Indoor Piggeries* (Australian Pork Limited, 2013) and the *Australian Pork Limited Conventional Piggeries Environmental Management Plan* template. It provides an 'environmental risk identification tool' which "considers both the vulnerability of the surrounding community, surface water, groundwater and soils, and the major activities undertaken at piggeries to identify potential risk areas".

It should be noted that the factors and risk ratings suggested by the APL Guidelines are a "starting point for completing the first step in the risk assessment process by helping to identify the risks". The Guidelines also recommend "discretion should be used when evaluating the site vulnerability" and that each individual farm should be assessed on its merits. This approach is used in the below assessment where factors or ratings which do not apply to the Wongan Hills piggery are amended as appropriate.

The outcome of the risk assessment is described below, as well as a discussion on the considerations for future management. It should be noted that the 'risk rating' is applied to the assessment where relevant to an eco-shelter operation (some are only relevant to a conventional indoor piggery operation).

5.2 Methodology

The methodology used for the risk assessment is as follows:

- Review requirements of the *National Environmental Guidelines for Indoor Piggeries* (Australian Pork Limited, 2013) and the *Australian Pork Industry Quality Assurance Program Standards Manual* (APIQ, 2017)
- Comprehensive site visit of the piggery by a qualified Environmental Scientist from Land Insights
- Desktop review of background information and data relating to the site (climate, contours, water features, flora and fauna etc.)
- Discussion with the piggery operators and collaboration to complete the risk assessment.

5.3 Vulnerability Rating

The vulnerability of environmental features of the site is discussed below. Environmental features required to be considered by the APL includes soils, groundwater, surface water and community amenity. The vulnerability of each of these features was given a rating between 1 to 4 in accordance with the below definitions. The vulnerability ratings are as follows:

- A rating of 1 is 'low vulnerability'
- A rating of 2 is 'somewhat vulnerable'

- A rating of 3 is ‘vulnerable’
- A rating of 4 is ‘very vulnerable’.

Soils in reuse areas

Although the spent bedding is composted and there are no ‘reuse areas’ as defined by the APL Guidelines (defined as “land used to spread piggery effluent or manure”), soils within the Premises are considered below. DWER has confirmed that once the spent bedding (manure and straw) is composted in accordance with Australian Standards (AS4454), it is no longer considered manure or waste and can be spread or taken off-site for use (most likely as a soil improver). Although the soils on the Premises will not be reuse areas in accordance with the APL definition, the vulnerability has nevertheless been considered below to provide a comprehensive review of the environmental characteristics on site.

Table 5.1 – Vulnerability Rating: Soils

Rating	Assessment
Rating 2 – Somewhat vulnerable	Soils on the site are not prone to waterlogging, slopes are favourable (2-4%) and the site is not located within potentially waterlogged areas. The only criteria which gives the site a somewhat vulnerable rating is due to the sandy nature of the soil (which also contains some gravels and clays).

Although soils are sandy with some gravel and clay, the nature of the soil is not considered to pose a significant environmental risk as the spent bedding is placed onto a compacted gravel base. All spent bedding is processed (composted) on site prior to being taken off the Premise.

Therefore, the overall vulnerability of the soils in reuse areas is considered to be low.

Considerations

There are no specific recommendations relating to the mitigation of impact to soil.

Groundwater

Assessment of vulnerability of groundwater is considered in the APL Guidelines in the context of impact of groundwater from spreading effluent and manure. However, as the spent bedding produced from the piggery is composted on site the main consideration is risk to groundwater from the operation of the eco-shelters. The vulnerability rating is below.

Table 5.2 – Vulnerability Rating: Groundwater

Rating	Assessment
Rating 2 – Somewhat vulnerable	This rating is as a result of the depth to groundwater being approximately 10 metres below the surface and because of the likely clay layer confining the aquifer.

Groundwater is located at approximately 237m AHD which is approximately 10m below ground level (the piggery is at approximately 248m and 252m AHD). No areas of perched watertable or waterlogged areas are located within or adjacent to the piggery.

Taking the above into consideration, the vulnerability of groundwater is considered to be somewhat vulnerable.

Considerations

Specific recommendations relating to the mitigation of impact to groundwater is as follows:

- Establish monitoring bores at strategic locations around the Premise with the purpose of monitoring water quality for signs of elevated nutrient levels.

Surface Water

The APL Guidelines recommend that surface water vulnerability can be managed with appropriate separation distances to water features and containment of contaminated water within appropriate wastewater management systems. The Guidelines largely focus on conventional indoor systems, however the criteria also apply to eco-shelter systems.

Table 5.3 – Eco-shelter Piggery Vulnerability Rating: Surface Water

Rating	Assessment
Rating 1 – Low vulnerability	All criteria relating to potential impact to surface water were considered to be low risk including the following: • Separation distances to the nearest watercourse exceeds 200m • There are no major water supplies within 800m • There are no concerns regarding surface water supply or quality.

Rating	Assessment
	• The piggery is located above floodlines.

There is adequate separation distance from the piggery operation from the nearest major watercourses (approximately 1,200 from Lake Ninan and approximately 600m from the North Mortlock River). There is a minor drainage line running through the property. The eco-shelters are approximately 65-70 metres from the drainage line. The piggery is also above the floodline and there are no concerns regarding surface water quality and supply. There was no evidence of surface water runoff from the composting windrows during a site inspection in January 2024 and upon a review of aerial photography.

The vulnerability to surface water is considered to be low.

Considerations

Specific recommendations relating to mitigation of impact to surface water are as follows:

- Maintenance of existing separation distances to the minor drainage line on the Premises.
- Implement measures to stop drainage of water from the eco-shelters to the surrounding environment.
- Ensure that washdown water is captured by the spent bedding.
- Ensure that no water runoff leaves the eco-shelters.

Community amenity

The APL Guidelines considers impacts on community amenity in the context of a conventional piggery which have different pig housing and waste management system to an eco-shelter operation (including wastewater ponds and onsite composting). The below assessment has been undertaken on the basis that the piggery only has eco-shelters and a composting area.

Table 5.4 – Eco-shelter Piggery Vulnerability Rating: Community amenity

Rating	Comment
Rating 1 – Low vulnerability	The rating for community amenity is low vulnerability as the piggery meets the following criteria: • There have been no complaints in the last 5 years at least. • Surrounding land is rural in nature. • The piggery is well concealed from roads. • Vehicle movements are only during the day. • There is a complaints system in place.

Rating	Comment
	• Separation distances are adequate for a majority of surrounding sensitive residences.

The recommended separation distance in *EPA Guidance Statement No. 3 – Separation Distances Between Industrial and Sensitive Land Uses* (EPA, 2005) for an intensive piggery operation with greater than 5,000 pigs is 5,000 metres. The only dwellings (which are not owned by the property owner) which are less than 5,000m from the piggery are R5 and R7 (at 3,400m and 3,500m respectively). The remainder of the surrounding properties are over 5,000m from the piggery.

The risk to community amenity is considered to be low.

Considerations

Specific recommendations relating to the mitigation of impact to community amenity are as follows:

- Maintain the complaints management system
- Train staff in the complaints management system.

5.4 Design and operation ratings

The APL Guidelines provides a template for the consideration of the likelihood of risks to the environment from the design and operation of a piggery. It should be noted that the Guidelines are largely focussed on conventional indoor piggeries, therefore the below assessment only considers factors which relate to an eco-shelter operation. Considerations include pig housing, manure storage, and mortalities management. Each of these considerations were given a rating between 1 to 4 in accordance with the APL Guideline. The ratings are determined as follows:

- A rating of 1 is 'minimises the likelihood of risks to the environment'
- A rating of 2 is 'limits the likelihood of risks to the environment'
- A rating of 3 is 'offers some protection against risks to the environment'
- A rating of 4 is 'does not provide much protection against risks to the environment'.

Pig Housing

The APL Guidelines provide advice on how pig housing can be designed and operated to reduce risk to the environment, including eco-shelters The risk rating based on the criteria set out in the Guidelines for eco-shelters is provided below.

Table 5.5 – Operation Rating: Pig Housing

Rating	Assessment
Rating 3 – some protection against risks to the environment	A majority of the criteria for Pig Housing received a rating of 1 including the following: • Orientation of the sheds is east-west • The floor of a majority of the eco-shelters is concrete (except for 5) • The walls of a majority are concrete, except for a number which have timber walls. • The feeding system minimises feed waste • Stocking densities meet the requirement of the Model Code of Practice for the Welfare of Animals Pigs. • Sheds are well ventilated. There is some risk as a result of the design of the eco-shelters due to the following: • Outflow from sheds is currently not controlled. Although not all sheds are washed with water at each clean out, the weaner sheds are pressure-washed and the other sheds are washed occasionally. Most of the water is absorbed by the spent bedding and removed from the shelter, however any potential outflow is currently not controlled. • Some eco-shelters do not have a concrete base and unknown permeability, and a number have timber walls instead of concrete, resulting in less control of water outflow.

Pig housing referred to in this risk assessment is addressed in Chapter 8 of the Guidelines for Indoor Piggeries (APL, 2018). The potential emissions and discharges to the environment are leachate from the manure and wastewater from cleaning eco-shelters, and odour, dust and noise from the keeping of pigs. Environmental management and controls to reduce the potential emissions are addressed in Table 7.1 below.

Although a majority of the criteria for pig housing and design have been met, there are some elements of the pig housing design and management which increase the environmental risk. This is because five of the eco-shelters do not have a concrete base and a number have timber walls, which allow water runoff to leave the shelter.

Considerations

It is considered that there are some improvements that can be made to pig housing to mitigate risk to the environment. Specific recommendations relating to pig housing are as follows:

- Ensure that eco-shelters with timber walls are properly bunded to prevent water runoff leaving the shelters (such as through the construction of a concrete curb around the base of the floor) or changed to concrete walls.
- Implement measures to manage drainage of water from the eco-shelters to the surrounding environment.
- Ensure that washdown water is contained within the eco-shelters and captured in the spent bedding prior to removal.
- Ensure that no water runoff leaves the eco-shelters.

Effluent collection system

There is no effluent collection system for an eco-shelter/deep litter operation.

Solids separation system

There is no solids separation system for an eco-shelter/deep litter operation.

Effluent treatment system

There is no effluent treatment system for an eco-shelter/deep litter operation.

Manure storage

The APL Guidelines provide recommendations for the storage and handling of manure, including spent bedding produced at an eco-shelter piggery. The risk rating based on the criteria set out in the Guidelines is provided below.

Table 5.9 – Operation Rating: Manure Storage

Rating	Assessment
Rating 3 – some protection against risks to the environment	Spent bedding is stored and composted directly to the west of the eco-shelters. Criteria which received a good rating are: • The depth to the watertable exceeds 2 metres at all times • Manure stockpiles are managed to maintain low odour. • Composting stockpiles are maintained and managed to reduce the potential for odour generation. It is understood that the base of the composting area is comprised of compacted gravel which can have low permeability. The composting area is not bunded and drainage is not currently contained. Runoff follows the natural topography of the site which is gently sloping which lowers the risk of runoff and erosion.

Manure storage referred to in this risk assessment is addressed in Chapter 11 of the Guidelines for Indoor Piggeries (APL, 2018). The potential emissions and discharges to the environment are leachate from the manure, and odour, dust and noise from manure storage. Environmental management and controls to reduce the potential emissions are addressed in Table 7.1 below.

Spent bedding from the eco-shelters is initially taken out of the shelter and stored in the space between the eco-shelters and then is taken to the composting area. The base of the composting area is understood to be comprised of compacted gravel. Depth to groundwater is greater than 2 metres.

Considerations

It is considered that there are some improvements that can be made to manure storage (composting area) to mitigate risk to the environment. Specific recommendations relating to manure storage are as follows:

- Ensure the composting area is bunded to prevent water runoff from leaving the area.
- Ensure water runoff from the composting area is captured in a drainage basin.
- Ensure the composting process meets the Australian Standards AS4454-2003.

Manure nutrients

Consideration of manure nutrients is not necessary as the spent bedding is composted on the premises prior to being removed.

Reuse areas

There are no reuse areas on the Premises as defined by the APL Guidelines as the spent bedding is composted on the Premises and following composting, it is taken off the Premise.

Mortalities management

The APL Guidelines provide advice on the environmental risks for mortalities and best practice management. The risk rating based on the criteria set out in the Guidelines is provided below.

Table 5.10 – Operation Rating: Mortalities Management

Rating	Assessment
Rating 3 – some protection against risks to the environment	The eco-shelters have a rating of 3 for mortalities management. This means that mortality management practices are considered to have some risk to the environment. The following elements result in the best rating of 1 and are considered low risk to the environment: • Dead pigs are always removed from eco-shelters daily. • Mortalities management always occurs within 24 hours of death. • There is at least 2m separation to groundwater. • Carcasses are composted. The below elements are considered to have some risk to the environment and could be improved: • Runoff from the composting area is not controlled with bunding. The base of the composting area is understood to be compacted gravel.

Mortalities management referred to in this risk assessment is addressed in Chapter 13 of the Guidelines for Indoor Piggeries (APL, 2018). The potential emissions and discharges to the environment are leachate and odour from dead pigs. Environmental management and controls to reduce the potential emissions are addressed in Table 7.1 below.

Considerations

As above for manure management, it is considered that there are some improvements that can be made to mortality management to mitigate risk to the environment. Specific recommendations relating to manure storage (composting area) are as follows:

- Ensure the composting area is bunded to prevent water runoff from leaving the area.
- Ensure water runoff from the composting area is captured in a drainage basin.
- Ensure the composting process meets the Australian Standards AS4454-2003.

Chemical use and storage

Table 5.11 – Operation Rating: Chemical Use and Storage

Rating	Assessment
Rating 1 – low likelihood of risks	There is a low likelihood of risks due to chemical use and storage as all chemicals are stored and used according to the manufacturer's instructions and staff are trained in correct handling.

Chemical storage referred to in this risk assessment is addressed in Chapter 18 of the Guidelines for Indoor Piggeries (APL, 2018). There is a low likelihood of risk to the environment from chemical use and storage.

Considerations

No improvements are recommended for chemical use and storage.

Managing GHG emissions

There are no considerations of greenhouse gas (GHG) emissions as required by the template (as there are no conventional sheds, ponds etc).

5.5 Environmental risk assessment

The below environmental risk assessment is a summary of the above ratings. It is based off the table in the APL Guidelines template for environmental management. The vulnerability ratings for soils, groundwater, surface water and community amenity are combined with the ratings for piggery operation which provide an overall risk rating score.

The APL recommends that overall scores from 1-4 are low risk, ratings from 5-11 are medium risk that might trigger investigation or action (if there are legitimate concerns) and ratings from 12-16 are high risk and trigger further investigation or action.

Table 5.12 – Overall Risk Assessment

		VULNERABILITY RATINGS (1-4)			
		Soils of reuse areas	**Groundwater**	**Surface Water**	**Community Amenity**
DESIGN AND OPERATION RISK RATINGS (1-4)		**2**	**2**	**1**	**1**
Pig housing	**3**	6	6	3	3
Manure storage	**3**	6	6	3	3
Mortalities management	**3**	6	6	3	3
Chemical use and storage	**1**	2	2	1	1

As can be seen from the table above, a majority of the risk assessment received a low risk rating score. This means that, according to the APL Guidelines, the piggery operation has an overall low risk to the environment and is largely managed to lower the likelihood of risks. The pig housing, manure storage and mortalities management result in a medium rating for potential risks to surface water and groundwater. This is largely due to risk of wastewater and leachate entering surface and groundwater.

An additional risk assessment in accordance with DWER's "Guideline: Risk Assessments" (2017) is provided in the chapter below.

6 DWER Risk Assessment

6.1 Introduction

This chapter presents the risk assessment undertaken in accordance with the DWER's "Guideline: Risk Assessments" (2017). The assessment incorporates the results from the Site Suitability Assessment in Chapter 4 and the APL Risk Assessment in Chapter 5. The purpose of the risk assessment presented in this chapter is to determine the consequence, likelihood and risk of emissions to the environment from the piggery using the DWER's risk assessment guidelines. It also includes comment and consideration of the risk assessment from the APL Guidelines. This is so that the link between the two guidelines (DWER Guidelines and the APL Guidelines) can be understood.

The potential emissions considered are as follows:

- Wastewater and leachate from eco-shelters
- Noise from eco-shelters
- Odour from eco-shelters
- Dust from eco-shelters
- Wastewater and leachate from composting area
- Odour from compost area.

6.2 Risk Assessment

The criteria used to determine the likelihood and consequence are shown in Tables 6.1 and 6.2 respectively and the risk matrix is defined in Table 6.3 below. The tables are based on the criteria in the DWER's *Guidance Statement: Risk Assessments* (2017). The results of the risk assessment are presented in Table 6.4 below.

As can be seen from the table, all risks of emissions are considered to be low except for the risk of wastewater and leachate emissions from the spent bedding area/mortalities area. This means that the risk for these factors is acceptable subject to some controls. These controls are addressed in Chapter 7.

Table 6.1 – Likelihood Criteria

Almost certain	Likely	Possible	Unlikely	Rare
The risk event is expected to occur in most circumstances.	The risk event will probably occur in most circumstances.	The risk event could occur at some time.	The risk event will probably not occur in most circumstances.	The risk event may only occur in exceptional circumstances.

Source: DWER (2017)

Table 6.2 – Consequence Criteria

Criteria	Consequence				
	Slight	**Minor**	**Moderate**	**Major**	**Severe**
Environment	• On-site impact: minimal (No discernible adverse impact).	• On-site impacts: low level (discernible effect on the environment but no adverse impact) • Off-site impacts local scale: minimal • Off-site impacts wider scale: not detectable • Minor number of individuals of species may be affected locally.	• On-site impacts: mid level (Minor adverse affect to the environment) • Off-site impacts local scale: low level • Off-site impacts wider scale: minimal • Moderate loss of individuals of species locally.	• On-site impacts: high level (moderate impact to the environment) • Off-site impacts local scale: mid level • Off-site impacts wider scale: low level • Short term impact to an area of high conservation value or special significance^ • Moderate damage to ecosystem function and major loss of individuals of species locally.	• On-site impacts: catastrophic (significant impact to the environment) • Off-site impacts local scale: high level or above • Off-site impacts wider scale: mid level or above • Mid to long term or permanent impact to an area of high conservation value or special significance^ • Significant long-term damage/loss of ecosystem function and loss of individuals of species locally.
Public Health and Amenity	• Local scale: minimal to amenity.	• Local scale impacts: low level impact to amenity.	• Adverse health effects: low level or occasional medical treatment • Local scale impacts: mid level impact to amenity.	• Adverse health effects: mid level or frequent medical treatment • Local scale impacts: high level impact to amenity.	• Loss of life • Adverse health effects: high level or ongoing medical treatment • Local scale impacts: permanent loss of amenity.

^ Determination of areas of high conservation value or special significance should be informed by the Guidance Statement: Environmental Siting.

*'onsite' means within the Lot boundary.

Source: DWER (2017)

Table 6.3 – Risk Matrix Criteria

Likelihood	Consequence				
	Slight	Minor	Moderate	Major	Severe
Almost certain	Medium	High	High	Extreme	Extreme
Likely	Medium	Medium	High	High	Extreme
Possible	Low	Medium	Medium	High	Extreme
Unlikely	Low	Medium	Medium	Medium	High
Rare	Low	Low	Medium	Medium	High

Source: DWER (2017)

Table 6.4 – Risk Assessment for the Eco-shelters and Compost Area

Element	Potential Emissions	Potential Receptors	Potential Pathway	Potential Impacts	APL Guideline Risk Assessment Outcome	Consequence	Likelihood	Risk without additional management	Likelihood with additional management	Residual Risk
Eco-shelters – Solid and liquid wastes.	Wastewater and leachate. Runoff from eco-shelters	Watercourses	Overland flow Seepage of wastewater and leachate through soil. Transport through groundwater.	Introduction of nutrients to surface waters.	Groundwater vulnerability is 'moderate' due to the depth of groundwater being approximately 10 metres. Surface water vulnerability is 'Low'. The APL assessment concluded that there is a moderate risk to groundwater and surface water from management of eco-shelters.	Based on key receptors and the on-site management of waste, it is determined that leachate from eco-shelters could cause minor on-site impacts to groundwater and surface water quality and soils. The consequence is considered to be **Minor**.	Based on the current on-site management of eco-shelter waste, the likelihood of wastewater and leachate impacts to the beneficial use of groundwater and surface water will probably not occur in most circumstances. Therefore, the likelihood is **Unlikely**.	Risk of wastewater and leachate from the eco-shelters is **Medium**.	With the implementation of additional management as recommended by this EMP the likelihood is considered to be **Rare**.	The residual risk is considered to be **Low**.
		Wetlands	Overland flow. Seepage of wastewater and leachate through soil. Transport through groundwater.	Introduction of nutrients to surface waters. Note that there are no wetlands in close proximity to the Premise.	Groundwater vulnerability is 'moderate' due to the depth of groundwater being approximately 10 metres. Surface water vulnerability is 'Low'. The APL assessment concluded that there is a moderate risk to groundwater and surface water from management of eco-shelters.					

Element	Potential Emissions	Potential Receptors	Potential Pathway	Potential Impacts	APL Guideline Risk Assessment Outcome	Consequence	Likelihood	Risk without additional management	Likelihood with additional management	Residual Risk
		Premises and adjoining land	Overland flow Seepage of wastewater and leachate through soil	Introduction of nutrients to soil.	Groundwater vulnerability is 'moderate' due to the depth of groundwater being approximately 10 metres. Surface water vulnerability is 'Low'. The APL assessment concluded that there is a moderate risk to groundwater and surface water from management of eco-shelters.					
Eco-shelters – Housing and transport of pigs.	Noise	Rural dwellings (nearest is 3,400m and 3,500m to the north and east)	Air (windborne).	Amenity impacts.	Community amenity vulnerability is 'Low'. Odour, dust and noise management limits likelihood of risks.	Noise impacts are considered to have minimal impact to amenity on a local scale. Therefore, the consequence is considered to be **Slight**.	Noise impacts will probably only occur in exceptional circumstances. Therefore, the likelihood is **Rare**.	The current risk of noise impact is **Low**.	Additional noise mitigation is not considered necessary.	The residual risk remains **Low**.
	Odour	Rural dwellings (nearest is 3,400m and 3,500m to the north and east).	Air (windborne).	Amenity impacts.	Community amenity vulnerability is 'Low'. Odour, dust and noise management limits likelihood of risks.	Odour impacts have the potential to cause low-level off-site impacts. Therefore, the consequence is considered to be **Slight**.	The likelihood of odour impacts will probably not occur in most circumstances. Therefore, the likelihood is **Unlikely**.	Risk of odour impact from eco-shelters is **Low**.	Additional odour mitigation is not considered necessary.	The residual risk is **Low**.

Element	Potential Emissions	Potential Receptors	Potential Pathway	Potential Impacts	APL Guideline Risk Assessment Outcome	Consequence	Likelihood	Risk without additional management	Likelihood with additional management	Residual Risk
	Dust	Rural dwellings (nearest is 3,400m and 3,500m to the north and east).	Air (windborne).	Amenity impacts.	Community amenity vulnerability is 'Low'. Odour, dust and noise management limits likelihood of risks.	Dust impacts have the potential to cause low-level off-site impacts. Therefore, the consequence is considered to be **Slight**.	The likelihood of dust impacts will probably not occur in most circumstances. Therefore, the likelihood is **Unlikely**.	Risk of dust impact from the compost area is **Low**.	Additional dust mitigation is not considered necessary.	The residual risk is **Low**.
Compost area	Wastewater and leachate	Watercourses	Overland flow Seepage of wastewater and leachate through soil Transport through groundwater	Introduction of nutrients to surface waters.	Groundwater vulnerability is 'moderate' due to the depth of groundwater being approximately 10 metres. Surface water vulnerability is 'Low'. The APL assessment concluded that there is a moderate risk to groundwater and surface water from the compost area.	Based on key receptors and the on-site management of waste, it is determined that leachate from the compost area could cause minor on-site impacts to groundwater and surface water	Based on the current on-site management of the compost area, the likelihood of wastewater and leachate impacts to the beneficial use of groundwater and surface	Risk of wastewater and leachate from the compost area is **Medium**.	With the implementation of additional management as recommended by this EMP the likelihood is considered to be **Rare**.	The residual risk is considered to be **Low**.

Element	Potential Emissions	Potential Receptors	Potential Pathway	Potential Impacts	APL Guideline Risk Assessment Outcome	Consequence	Likelihood	Risk without additional management	Likelihood with additional management	Residual Risk
		Wetlands	Overland flow Seepage of wastewater and leachate through soil Transport through groundwater	Introduction of nutrients to surface waters. Note that there are no wetlands in close proximity to the Premise.	Groundwater vulnerability is 'moderate' due to the depth of groundwater being approximately 10 metres. Surface water vulnerability is 'Low'. The APL assessment concluded that there is a moderate risk to groundwater and surface water from the compost area.	quality and soils. The consequence is considered to be **Minor**.	water will probably not occur in most circumstances. Therefore, the likelihood is **Unlikely**.			
		Premises and adjoining land	Overland flow Seepage of wastewater and leachate through soil	Introduction of nutrients to soil.	Groundwater vulnerability is 'moderate' due to the depth of groundwater being approximately 10 metres. Surface water vulnerability is 'Low'. The APL assessment concluded that there is a moderate risk to groundwater and surface water from the compost area.					

Element	Potential Emissions	Potential Receptors	Potential Pathway	Potential Impacts	APL Guideline Risk Assessment Outcome	Consequence	Likelihood	Risk without additional management	Likelihood with additional management	Residual Risk
	Odour	Rural dwellings (nearest is 3,400m and 3,500m to the north and east).	Air (windborne).	Amenity impacts.	Community amenity vulnerability is 'Low'. Odour, dust and noise management limits likelihood of risks.	Odour impacts have the potential to cause low-level off-site impacts. Therefore, the consequence is considered to be **Slight**.	The likelihood of odour impacts will probably not occur in most circumstances. Therefore, the likelihood is **Unlikely**.	Risk of odour impact from the compost area is **Low**.	Additional odour mitigation is not considered necessary.	The residual risk is **Low**.

7 Environmental Management

7.1 Introduction

This chapter presents the environmental management actions recommended for the Wongan Hills Piggery. It includes actions which are currently used, as well as new actions recommended to be implemented to reduce environmental risks to 'low'. The environmental management actions are presented in Table 7.1 below.

The actions are based on the recommendations provided in the APL Guidelines and best practice for management of a piggery. A reference to the section of the APL Guidelines is provided against each potential emission/impact to demonstrate compliance with the industry standards.

The potential emissions/impacts in Table 7.1, Column 1 and the residual risk in Column 2 are based on those determined in the risk assessment in Table 6.4 above. The potential emission/impact is further broken down into the potential "source of impact" and management actions are set out for each one of these. This provides a thorough consideration of each potential environmental risk and the actions to mitigate impact.

7.2 Wongan Hills Piggery Environmental Management Plan

The Wongan Hills Piggery Environmental Management Plan is provided below.

Table 7.1 – Wongan Hills Piggery Management Plan

POTENTIAL IMPACT	RESIDUAL RISK	POTENTIAL SOURCE OF IMPACT	MANAGEMENT ACTION/CONTROL	APL GUIDELINE REFERENCE
Leachate	Low	Pig Housing – Keeping pigs in eco-shelters and cleaning eco-shelters Wastewater from eco-shelters	1) Ensure that all eco-shelters meet the permeability criteria in "Better Practice Organics Recycling" (DWER, 2022). 2) Replace the base of eco-shelters which do not currently have a concrete base with a concrete base or demonstrate with a geotechnical assessment that the base meets the permeability criteria in "Better Practice Organics Recycling" (DWER, 2022). This can be undertaken progressively, ensuring that all non-concrete bases are replaced within 2 years. 3) Ensure that the walls/bunding around eco-shelters are constructed with material which meets the permeability criteria (such as concrete curbs or concrete walls). 4) Replace, bund or repair the walls of the eco-shelters that have timber walls to ensure that there is no outflow of liquid or wastewater from the shelter. This can be undertaken progressively, ensuring that all walls are repaired within 2 years. 5) Ensure that feeding systems minimise waste through regular maintenance and by replacing units where required. 6) Ensure inflow of drinking water is well controlled to minimise waste and to prevent water outflow. 7) Implement controls to manage wastewater washdown from cleaning eco-shelters. All water should be absorbed by the spent bedding before being transferred to the composting area. 8) Ensure that spent bedding cleaned from each eco-shelter is kept on the concrete base and picked up on the same day after completion of cleaning activities and transferred to the composting area (rather than temporarily being stored anywhere outside of the eco-shelters). 9) Maintain existing separation distance to the minor drainage line on the Premises.	Pig Housing – Chapter 8 of the Guidelines

POTENTIAL IMPACT	RESIDUAL RISK	POTENTIAL SOURCE OF IMPACT	MANAGEMENT ACTION/CONTROL	APL GUIDELINE REFERENCE
		Manure storage – Compost area for spent bedding Mortalities Management – Compost area for dead pigs	10) Ensure the compost area is bunded to retain all wastewater within the compost area. 11) Wastewater should be directed to a basin where it can be evaporated. 12) Windrows are to be approximately 1.5 metres high (maximum height 3m) and 2-3m wide at the base. Sufficient space should be provided in between windrows for machinery movements. 13) Ensure composting windrows are maintained at the correct height and width and are turned and managed as required by Australian Standards AS4454/2003. 14) Ensure that carcasses are removed from eco-shelters daily. 15) Daily, place carcasses onto the compost area and immediately cover with 500mm of spent bedding. 16) Establish groundwater monitoring bores on the Premises with the intention of testing for groundwater nutrients, total dissolved solids, pH and metals.	Manure Storage – Chapter 11 of the Guidelines Mortalities Management – Chapter 13 of the Guidelines
Odour	Low	Pig housing – Pigs kept in eco-shelters	17) Eco-shelters are orientated east-west to reduce need for mechanical heating or cooling. 18) Stocking densities meet the APIQ requirements. 19) Ventilation is good because of the orientation of sheds. Adequate ventilation helps to control the air temperature and humidity, removes excess heat and moisture and maintains oxygen levels. 20) Maintain the complaints system and address any complaints received. 21) Train staff in how to adequately address community complaints. 22) Ensure that pig numbers do not exceed the numbers approved on the Licence.	Pig Housing – Chapter 8 of the Guidelines Community Amenity Vulnerability – Addressed in Chapter 5 of the Guidelines
		Compost area –spent bedding from eco-shelters and mortalities	23) Maintain the complaints system and address any complaints received. 24) Train staff in how to adequately address community complaints. 25) Ensure composting windrows are maintained at the correct height and width and are turned and managed as required by Australian Standards AS4454/2003.	Manure Storage – Chapter 11 of the Guidelines Mortalities Management – Chapter 13 of the Guidelines

POTENTIAL IMPACT	RESIDUAL RISK	POTENTIAL SOURCE OF IMPACT	MANAGEMENT ACTION/CONTROL	APL GUIDELINE REFERENCE
Noise	Low	Keeping of pigs in eco-shelters and associated farm vehicles and machinery on site.	26) Maintain the complaints system and address any complaints received. 27) Train staff in how to adequately address community complaints. 28) Vehicles and machinery only operate during daylight hours. 29) Stocking densities meet the APIQ requirements.	Pig Housing – Chapter 8 of the Guidelines Community Amenity Vulnerability – Addressed in Chapter 5 of the Guidelines
Dust	Low	Keeping of pigs in eco-shelters and associated farm vehicles and machinery on site.	30) Stocking densities meet the APIQ requirements. 31) Pigs are kept within a shelter with a roof and side walls, minimising the potential for dust generation. 32) Vehicles and machinery generally only operate during daylight hours unless required on animal welfare grounds due to hot weather. 33) Maintain the complaints system and address any complaints received. 34) Train staff in how to adequately address community complaints.	Pig Housing – Chapter 8 of the Guidelines Community Amenity Vulnerability – Addressed in Chapter 5 of the Guidelines

8 References

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APPENDIX A

Plans

Base data provided by SLIP.

- Premises Boundary
- Lot Boundary
- Cadastre
- Local Road

land insights
PLANNING DESIGN ENVIRONMENT

Project: 1125; Layout Name: CM 1125-006-01-02 Lot 1793 Lot Boundary

N

0 100 200 300 400 500 Metres

Scale: 1:10,000 @ A4

Lot Boundary
Wongan Hills Piggery
WONGAN HILLS

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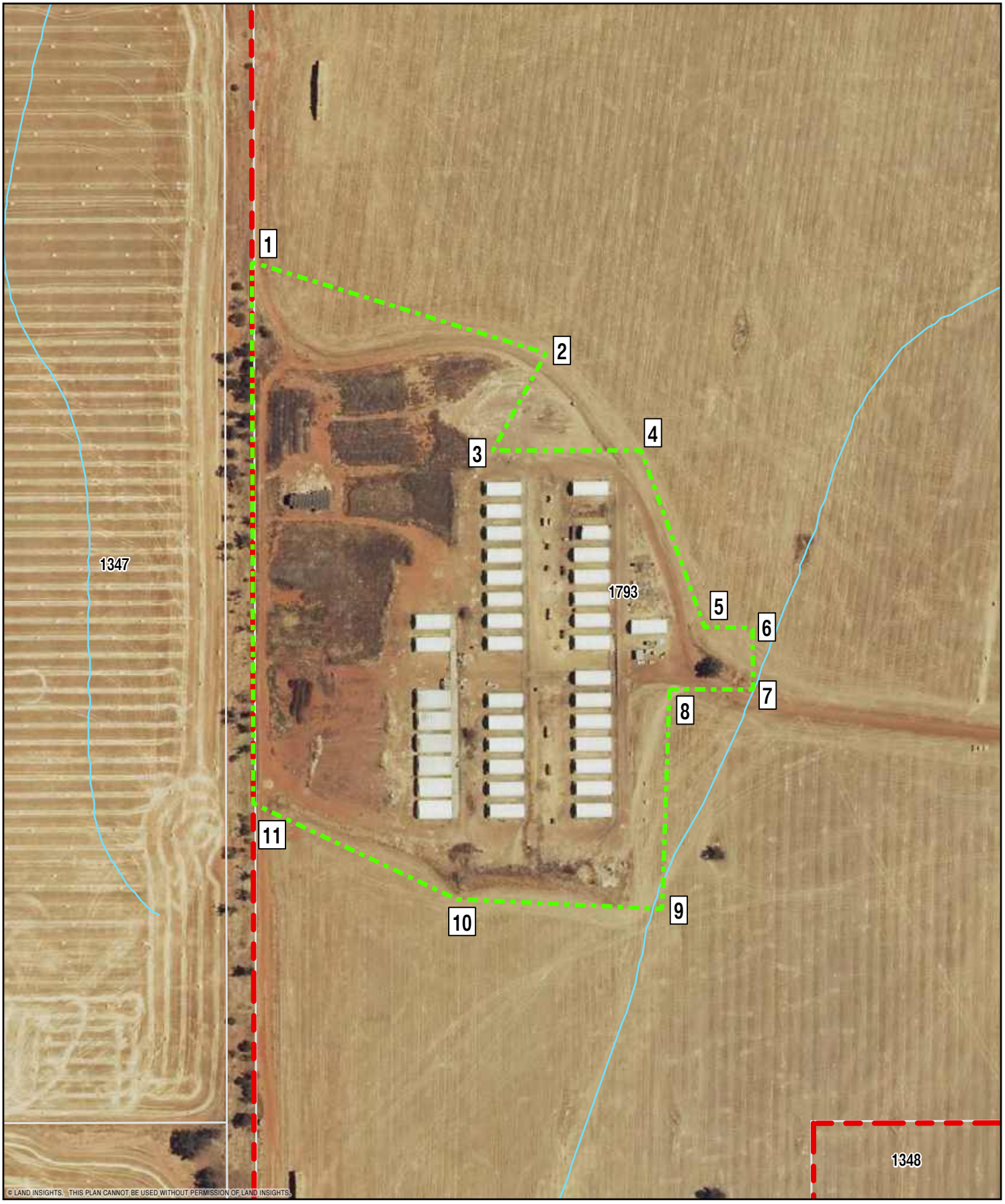

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Premises Boundary

Lot Boundary

Cadastre

Minor Watercourse

Base data provided by SLIP.

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PLANNING DESIGN ENVIRONMENT

Project: 1125; Layout Name: CM 1125-001-04-01 Premises boundary points

N

0 50 100 150 200 m

Scale: 1:3,500 @ A4

Premises Map
Wongan Hills Piggery
CRAIG MOSTYN FARMS

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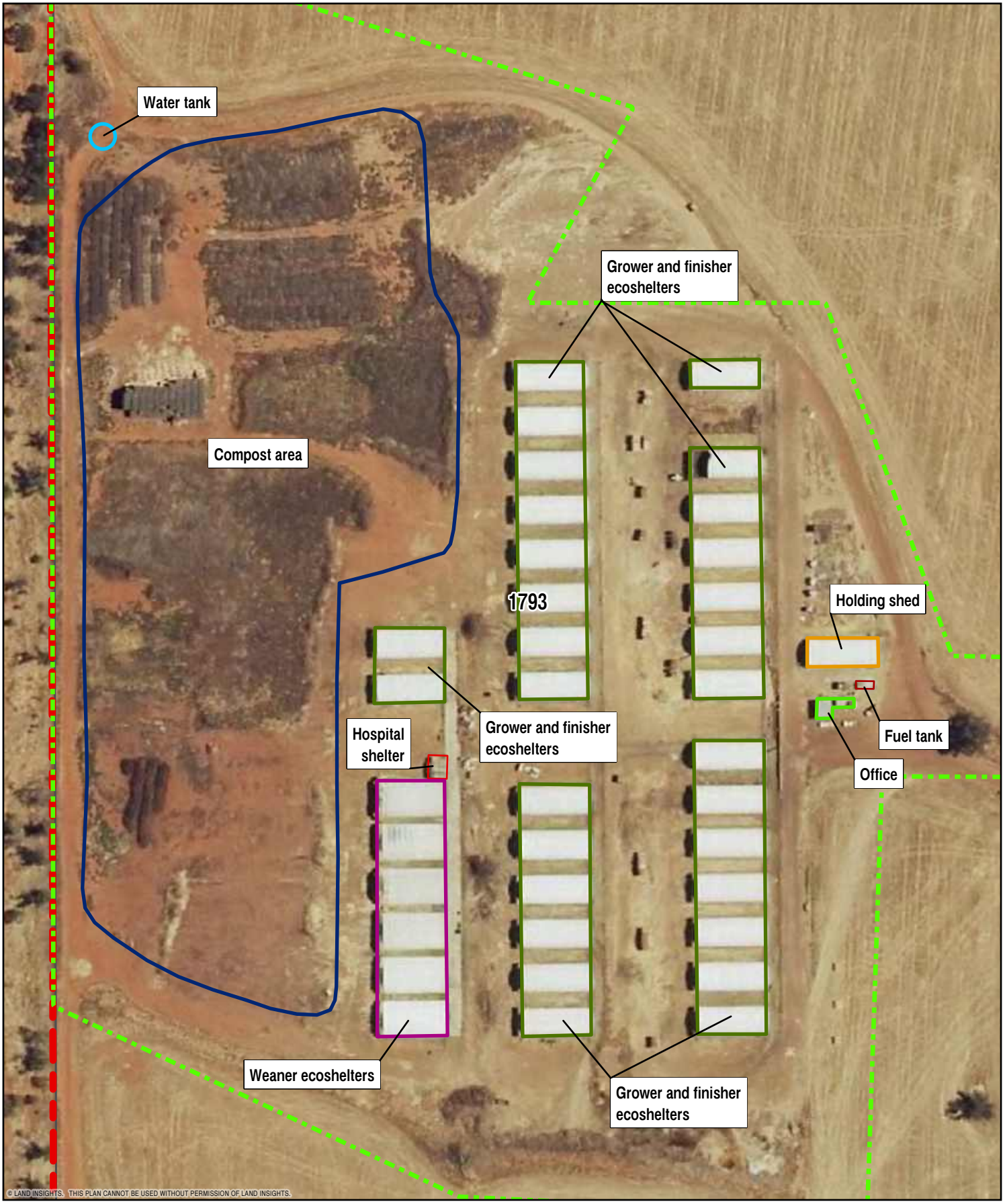

Base data provided by SLIP.

- Premises Boundary
- Lot Boundary
- Cadastre
- Compost area
- Fuel tank
- Grower and Finisher ecoshelters
- Holding shed
- Hospital shelter
- Office
- Water tank
- Weaner ecoshelters

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PLANNING DESIGN ENVIRONMENT

N

0 25 50 75 100 Metres

Scale: 1:1,750 @ A4

Premises Plan - Detail
Wongan Hills Piggeries
WONGAN HILLS

Project: 1125; Layout Name: CM 1125-006-02-03 Lot 1793 Premises Plan

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