



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)

Site is not registered or licensed.

It is intended to be a Category 89.

☒

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	•	•	△
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	•	•	△
Part 9: Emissions, discharges, and waste	•	•	△
Part 10: Siting and location	•	•	△
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	•	•	△
Attachment 3A: Environmental commissioning plan	If required.	N/A	If required
Attachment 3B: Proposed activities	•	•	△
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	•	•	△
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	•	•	△
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.

△ 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.	Housing Authority						
	ACN (if applicable):	ABN 56 167 671 885						
2.2	Trading as (if applicable):							
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						
	Position							
	Telephone							
	Email							
		<i>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.</i>		<table border="1"> <tr> <th>Yes</th> <th>No</th> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Yes	No	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Yes	No							
<input checked="" type="checkbox"/>	<input type="checkbox"/>							
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.	Level 1, 5 Newman Court Locked Bag 5000, Fremantle WA 6959						
2.5	Postal address for all other correspondence: If different from Section 2.4.	Level 1, 5 Newman Court Locked Bag 5000, Fremantle WA 6959						

Part 2: Applicant details				
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.	<input type="checkbox"/>	
		Lease holder (please specify, including date of expiry of lease).	<input checked="" type="checkbox"/>	
		Aboriginal Lands Trust lease to Warmun Community (Turkey Creek) Incorporated 31 May 2087		
		Public authority that has care, control, or management of the land.	<input type="checkbox"/>	
		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).	<input type="checkbox"/>	
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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.	The Site is situated within the Shire of Halls Creek, approximately 1km northeast of the Warmun Community town centre. SLP Lot 915 is located on Cadastral Lot 500 within Crown Reserve 34593, encompassing approximately 5.8ha.		
	Premises street address Include the suburb.	Warmun Road, Warmun WA 6743		
	Premises name (if applicable):			
3.2	Local Government Authority area: City, Town, or Shire.	Shire of Halls Creek. No local government involvement as the works will be carried out as Public Works, not requiring development approval.		
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 cadastral (land parcel) or mining tenements are not used as the premises boundary.	17.028573°S, 128.223395°E 17.027431°S, 128.2246°E 17.030601°S, 128.225471°E 17.02946°S, 128.226676°E		
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: <ol style="list-style-type: none"> an aerial photograph, map, and site plan of sufficient scale showing the proposed prescribed premises boundary or 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): <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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 clarity and have a visible scale.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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.	Landfill trench	89	Figure 2 in Appendix A of EAMP	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.	Community Drop-Off Area			<input type="checkbox"/>	<input type="checkbox"/>
3.	Perimeter fencing			<input type="checkbox"/>	<input type="checkbox"/>
4.	Flood protection bund & fire break			<input type="checkbox"/>	<input type="checkbox"/>
5.				<input type="checkbox"/>	<input type="checkbox"/>
6.				<input type="checkbox"/>	<input type="checkbox"/>
7.				<input type="checkbox"/>	<input type="checkbox"/>
8.				<input type="checkbox"/>	<input type="checkbox"/>
9.				<input type="checkbox"/>	<input type="checkbox"/>
10.				<input type="checkbox"/>	<input type="checkbox"/>

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):

The Department of Communities (Communities) is progressing with a new landfill facility for the Aboriginal community of Warmun that generally complies with the WA Environment Protection Regulations 2002 (Rural Landfill Regulations) as Communities intends to register the new site as a Category 89 landfill. Therefore, a Works Approval from the Department of Water and Environmental Regulation (DWER) is required for construction and time-limited operations of the new facility.

As part of its commitment to undertake better practice waste management, Communities propose to construct and operate the facility in general accordance with the Rural Landfill Guidelines. Therefore, the proposed infrastructure is outlined as follows:

- Landfill trenches for putrescible waste (constructed progressively);
- Community drop-off area;
- Stock-proof fencing; and
- Surface water management system.

Please refer to the supporting documentation for further details.

Environmental commissioning activities (if applicable):

Refer to the [Guideline: Industry Regulation Guide to Licensing](#) for further guidance.

There are no proposed environmental commissioning activities.

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.

Communities requests that the DWER grant approval for time limited operations for the new landfill facility until such time its registration is granted. It is understood that the maximum period of time limited operations is 180 days therefore Communities wish to seek this timeframe to mitigate any potential risks associated with delays during the assessment stage for the registration application.

As it is the Communities' aim to establish the new landfill facility as soon as possible, the time limited operations period will ensure the Site is operational as soon as it is constructed, in accordance with the Works Approval conditions and detailed designs.

Operations activities (for a licence):

The Site will generally be operated in line with the Rural Landfill Guidelines. Refer to Section 6 of the supporting documentation for further details on the proposed operational activities.

4.3	Estimated operating period of the project / premises (e.g. based on estimated infrastructure life):	14+ years
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4.4	Proposed date(s) for commencement of works (if applicable):	2025/26 Financial Year
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Part 4: Proposed activities				
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 .		2025/26 Financial Year	
4.6	Proposed date(s) for environmental commissioning of works (if applicable): Refer to the Guideline: Industry Regulation Guide to Licensing .		Not applicable	
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 .		2025/26 Financial Year	
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.		Approximately 1,000 tonnes per annum	
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.		Approximately 300 tonnes per annum	
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).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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: <ul style="list-style-type: none"> 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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Part 4: Proposed activities			
4.12	Attachment 3B: Proposed activities	Additional information relating to the proposed activities has been included in Attachment 3B (if required).	<input checked="" type="checkbox"/> <input type="checkbox"/>
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):	Approximately 5.8 hectares or low shrub and poor quality vegetation. No trees are present.	
4.14	Details of any relevant exemptions: Refer to DWER's A guide to the exemptions and regulations for clearing native vegetation .		
4.15	Proposed method of clearing:	Bull dozer or similar earthwork machinery	
4.16	Period within which clearing is proposed to be undertaken: For example, May 2020 – June 2020.	2025/26 Financial Year	
4.17	Purpose of clearing:	To establish a new landfill facility including a flood protection bund and 5m wide fire break.	
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).	<input type="checkbox"/> <input checked="" type="checkbox"/>
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).	<input checked="" type="checkbox"/> <input type="checkbox"/>

Part 5: Index of Biodiversity and Marine Surveys for Assessments (IBSA and IMSA)			
INSTRUCTIONS:			
<ul style="list-style-type: none"> 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 <i>Instructions for the preparation of data packages for the Index of Biodiversity Surveys for Assessments (IBSA)</i>. Marine surveys submitted to support this application must meet the requirements of the EPA's <i>Instructions for the preparation of data packages for the Index of Marine Surveys for Assessments (IMSA)</i>. If these requirements are not met, DWER will decline to deal with the application. 			
Attachments			N/A Yes
5.1	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) .		<input checked="" type="checkbox"/> <input type="checkbox"/>
Submission number(s)			

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.

	<p>Biodiversity surveys</p> <p>Please provide the IBSA number(s) (or submission number(s) if IBSA number has not yet been issued) in the space provided.</p> <p>Note that a submission number is not a 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.</p>	IBSA number(s)	
5.2	<p>Attachment 4: Marine surveys</p> <p>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).</p>	<input checked="checked" type="checkbox"/>	<input type="checkbox"/>

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

The representatives of the Housing Authority are open to any meetings with the DWER as needed.

☐ 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?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
7.2 Is the proposal subject to a State Agreement Act?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, specify which Act:			
7.3 Has the proposal been allocated to a “Lead Agency” (as defined in the Lead Agency Framework)?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, specify Lead Agency contact details:			
7.4 Has the proposal been referred and/or assessed under the EPBC Act (Commonwealth)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, please specify referral, assessment and/or approval number:			
7.5 Has the proposal obtained all relevant planning approvals?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If planning approval is necessary but has not been obtained, please provide details indicating why:			
If planning approval is not necessary, please provide details indicating why:			

Part 7: Other approvals and consultation

Works to be carried out are deemed a Public Works and are subject to a works exemption under the *Planning and Development Act 2005*.

7.6	For renewals or amendment applications, are the relevant planning approvals still valid (that is, not expired)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7.7	Has the proposal obtained all other necessary statutory approvals (not including any other DWER approvals identified in Part 6 of this application)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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 .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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. Refer to Section 2.6 of the EAMP		<input type="checkbox"/>	<input checked="" type="checkbox"/>

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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.3	If yes to 8.1 or 8.2 above, specify the name of company and/or licence or works approval number: Warmun Community (Turkey Creek) Incorporated hold a registration for the current landfill: R226312011/1			
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Part 8: Applicant history			
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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:		

Part 9: Emissions, discharges, and waste						
INSTRUCTIONS: <ul style="list-style-type: none"> 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. 						
		<table border="1"> <thead> <tr> <th>No</th> <th>Yes</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> </tbody> </table>	No	Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
No	Yes					
<input type="checkbox"/>	<input checked="" type="checkbox"/>					
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)

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

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

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

☐ Other (please specify): [

]

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

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

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

☐ Electromagnetic radiation¹

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.	Landfill construction works	Dust	Refer to Section 7 of the EAMP for the proposed controls of these emission types as well as other potential impacts including traffic, feral animals, geotechnical stability, litter, fires, security and waste exposure.		Refer to Figure 2 in Appendix A of the EAMP
2.		Noise			
3.	Landfill operational works	Gaseous			
4.		Noise			
5.		Contaminated or potentially contaminated stormwater			
6.		Dust			
7.		Waste & Leachate			
8.		Odour			
9.					
10.					
11.					
12.					

9.2 Waste-related activities at the premises²

Answer "yes" or "no" for the following questions and complete Table 9.2 (below).

		No	Yes
(a)	Is waste accepted at the premises?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b)	Is waste produced on the premises?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Part 9: Emissions, discharges, and waste

(c)	Is waste processed on the premises?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d)	Is waste stored on the premises?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e)	Is waste buried on the premises?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f)	Is waste recycled on the premises?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(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	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Specify, if yes:		

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.	Putrescible	Approx. 300 tonnes per year	Trenches	N/A	Refer to Figure 2 in Appendix A of the EAMP
2.	Scrap metal	N/A	Community Stockpiling Area		
3.	Greenwaste				
4.	White goods				
5.	Car batteries				
6.	Tyres				

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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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.	The Site, once registered, will meet all separation distance requirements as summarised in Guidance Statement 3. The nearest sensitive receptors to the Site are residential properties, located 569m to the west and 862m to the northwest.
10.2	Nearby environmentally sensitive receptors and aspects Identify in Table 10.2 (below):	

Part 10: Siting and location

- 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.);
- 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	Purnululu Conservation Reserve	4km east	N/A
Threatened Ecological Communities	Priority (Generic mapping; further information not available)	Across Site (Refer to Figure 4 in Appendix A of the EAMP)	Limit clearing to just the development print Use of existing access roads, where possible
Threatened and/or priority fauna	One Priority 4 and one specially protected species	930 meters north	Refer to Section 7 and 8 of the EAMP supporting document
Threatened and/or priority flora	N/A	N/A	N/A
Aboriginal and other heritage sites ²	DBCA 13761: Turkey Creek DBCA 13766: Telecom 18A old	1.7km and 2.2km west	N/A
Public drinking water source areas ³	N/A	N/A	N/A
Rivers, lakes, oceans, and other bodies of surface water, etc.	N/A	N/A	N/A
Acid sulfate soils	N/A	N/A	N/A
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.

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 Section 3 of the EAMP.

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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
List title of additional document(s) attached:		TW24038-V04 – Warmun Landfill EAMP_2.0, including Figures, Drawings, Technical Specification, Geotechnical Report	

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: <ul style="list-style-type: none"> 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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
List title(s) of category checklists attached:		The "solid waste landfills" application checklist is optional for Category 89 rural landfill sites; therefore, it has not been provided as part of this application package.	

Part 13: Proposed fee calculation**INSTRUCTIONS:**

Please calculate the prescribed fee using the relevant online fee calculator linked below.

- Licence: www.der.wa.gov.au/LicenceFeeCalculator
- Works approval: www.der.wa.gov.au/WorksApprovalFeeCalculator
- Amendment: <https://www.wa.gov.au/government/publications/works-approval-and-licence-amendment-fee-calculator>

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: <i>[mark the box to indicate sections completed]</i>	<input checked="" type="checkbox"/> Section 13.3 for works approval applications <input type="checkbox"/> Section 13.4 for licence / renewal applications <input type="checkbox"/> Section 13.5 for registration applications <input type="checkbox"/> Section 13.6 for amendment applications <input type="checkbox"/> 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.	<input checked="" type="checkbox"/>
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

13.4 Proposed licence fee (new licences and licence renewals)		
Detailed licence fee calculations		
<p>Part 1 Premises component (see r.5D and Part 1 of Schedule 4 of the EP Regulations)</p> <p>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.</p> <p>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.</p> <p>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.</p>		
Category	Production or design capacity	Fee units
Using the higher or highest amount of fee units, Part 1 component subtotal		\$
<p>Part 2 Waste (see r.5D(1a)(b) and Part 2 of Schedule 4 of the EP Regulations)</p> <p>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.</p> <p>Categories: 5, 6, 7, 8, 9, 12, 14, 44, 46, 53, 54A, 70, 80, or 85B</p> <p>Part 2 waste means waste consisting of –</p> <ul style="list-style-type: none"> (a) tailings; or (b) bitterns; or (c) water to allow mining of ore; or (d) flyash; or (e) waste water from a desalination plant. <p>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.</p> <p>Insert additional rows as required. Sum all Part 2 waste fees to determine the sub total.</p>		
Discharge quantity (tonnes/year)	Fee units	
Part 2 component subtotal		\$
<p>Part 3 Waste – Discharges to air, onto land, into waters (see Part 3 of Schedule 4 of the EP Regulations)</p> <p>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.</p> <p>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).</p>		

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. <i>E. coli</i> 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		\$
Summary – Proposed licence fee		
Part 1 Component		
Part 2 Component		
Part 3 Component		
Total proposed licence fees:		\$
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.		<input checked="" type="checkbox"/> (Tick to acknowledge)

13.6 Amendment fee (works approval or licence)	
<p>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:</p> <ul style="list-style-type: none"> 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	
<p>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.</p> <p>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.</p>	<input checked="" type="checkbox"/> (Tick to acknowledge)
13.8 Information and data used to calculate proposed fees	
<p>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.</p>	
Proposed fee for works approval	Attachment No.
Details for cost of works	Refer to Attachment 10 of this application form
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		
<p>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.</p> <p>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 <i>Freedom of Information Act 1992</i>.</p>		
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 <i>Freedom of Information Act 1992</i> must be specified in Attachment 11 (located at the end of this form).	Attached <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>

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).

24.04.2025

Date

Signature

Date

Name

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 <i>Freedom of Information Act 1992</i> (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:	
<div style="border: 1px solid black; height: 100px; margin-bottom: 10px;"></div> <div style="border-bottom: 1px solid black; width: 250px; margin-bottom: 10px;"></div> <div>Full Name</div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="border-bottom: 1px solid black; width: 250px; margin-bottom: 10px;"></div> <div style="border-bottom: 1px solid black; width: 200px; margin-bottom: 10px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Signature</div> <div>Date</div> </div>			

**ATTACHMENT 1C - AUTHORISATION TO ACT AS REPRESENTATIVE OF THE
OCCUPIER: PUBLIC WORKS AGREEMENT**



Government of **Western Australia**
Department of **Communities**

Project Works Agreement

Warmun Community

The State of Western Australia
acting through the Department of
Communities

Warmun Community (Turkey Creek) Inc

In this paper is an agreement between the Department and Warmun Community (Turkey Creek) Inc about the excavation of trenches in relation to a landfill facility in Warmun.

This paper contains all the rules for the Department to carry out the excavation of trenches in a landfill facility in Warmun.

The English in this paper is very high. It is written in high English that lawyers and the Court can understand. To make it easier for people who don't know this kind of English, the paper contains some plain English language in boxes like this one, to help people understand.

This agreement is made up of different parts called 'clauses'. Each clause talks about a different idea. At the start of each clause there are plain English boxes to help you understand what each clause is talking about.

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Details

Date / /
 (day) (month in full) (year)

The 'Parties' are who is in this agreement. This agreement is between the Department and the Organisation.

Parties

Name	The State of Western Australia acting through the Department of Communities
Short form name	Department
Notice details	5 Newman Court Fremantle, Western Australia, 6160
Contact	Attention: Chief Executive Officer or his nominee from time to time
Email	lan.Jorritsma@communities.wa.gov.au

Name	Warmun Community (Turkey Creek) Inc Association Number A0770035D, ABN 57 370 813 702
Short form name	Organisation
Notice details	PMB Turkey Creek, WA 6743
Contact	[REDACTED]
Email	[REDACTED]

The 'Background' explains why the parties wanted to make this agreement and explains some of the main ideas in this agreement.

Background

- A The care, control and management of Crown land Reserve 34593 (**Reserve**), upon which the Cadastral Lot is located, is placed with or vested in the Aboriginal Lands Trust (**ALT**) pursuant to Management Order H162779 (as varied by Variation L235955).
- B Pursuant to an unregistered lease dated 1 December 1988 between the ALT and the Organisation (Lease), the ALT leases parts of the Reserve, including the Lot, to the Organisation pursuant to the terms of the Lease for a term of 99 years commencing 1 June 1988.
- C The Lot is located on the Cadastral Lot within the Reserve.
- D The Department funds the delivery of municipal services to Warmun.
- E The existing community landfill facility at Warmun is close to its operational life and requires remediation and replacing. A new landfill will be excavated and fenced for future waste management. The remediation is not the subject of this Agreement.
- F The Department intends to undertake the required excavation on the Lot.
- G By entering into this Agreement, the Department will not take any proprietary interest in the Lot or the Cadastral Lot.
- H By signing this Agreement, the Organisation grants the Department permission to carry out the excavation, and to erect and occupy temporary accommodation on the Lot or Cadastral Lot (if applicable), in accordance with this Agreement.

Agreed terms

1. Defined terms and Interpretation

There are lots of words in this agreement that have special legal meaning. This clause explains the meaning of many important words used in this agreement.

1.1 Defined terms

In this Agreement:

AAPA Act means the Aboriginal Affairs Planning Authority Act 1972 (WA).

Agreement means this agreement.

Approval means all approvals necessary to undertake the Works, including but not limited to:

- (a) development consent or other approval required to carry out the Works under the *Planning and Development Act 2005* (WA) or other relevant law;
- (b) consent or other approval required for the demolition of any existing building or structure on the Lot;
- (c) building approval or licence including those which are required to be obtained from the Local Authority in relation to the Works;
- (d) approvals required under the *Aboriginal Heritage Act 1972* (WA);
- (e) approvals required under the *Native Title Act 1993* (Cth); and
- (f) any consent, approval, or creation or grant of rights by the Minister for Lands under the *Land Administration Act 1997* (WA).

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Cadastral Lot means Lot 500 on Deposited Plan 406074 being the land comprised in Certificate of Crown Land Title Volume LR3167 Folio 844.

Commencement Date means the date on which this Agreement is signed by the last Party to sign.

Community means the Aboriginal inhabitants of the community known as Warmun.

Contractor[s] means an appropriately licensed and qualified builder or builders and where the case requires, any other tradespersons, consultants and other professionals engaged by the Department or its agent for the purposes of carrying out and completing the Works in accordance with the terms of a Works Contract and this Agreement.

Corporation means an incorporated body and includes a corporation as defined in the *Corporations Act 2001* (Cth) and an incorporated association, as defined in section 3(1) of the *Associations Incorporation Act 2015* (WA).

Facility means the landfill facility located on the Lot.

Final Completion means the expiry of the defects liability period under the Works Contract and where the Works are completed in Stages, means the expiry of the defects liability period of a Stage in accordance with the terms of the Works Contract.

Local Authority means a local government as defined in the *Local Government Act 1995* (WA).

Loss means a loss, claim, action, damage, liability, cost, charge, expense, penalty, compensation, fine or outgoing suffered, paid or incurred.

Lot means Lot 915 as shown on the Layout Plan depicted in Schedule 1, which is located within the Cadastral Lot.

Mediator means a mediator accredited with either:

- (a) the Institute of Arbitrators and Mediators Australia; or
- (b) Resolution Institute.

Minister for Lands means the body corporate of that name continued under section 7 of the *Land Administration Act 1997* (WA).

Organisation means Warmun Community (Turkey Creek) Inc ABN 57 370 813 702.

Party means each party to this Agreement and parties means both parties to this Agreement.

Practical Completion means practical completion of the Works in accordance with the terms of the Works Contract and where the Works are completed in Stages, means practical completion of a Stage in accordance with the terms of the Works Contract.

Registered Native Title Body Corporate means any and all registered native title body corporates for the Lot within the meaning of that term in the *Native Title Act 1993* (WA).

Stage or Stages has the meaning specified in the Works Contract, if applicable.

Temporary Accommodation means a building (transportable, demountable, temporary structure or caravan) that is intended to be used for a limited period, for the purpose of accommodating the Department's employees, agents, Contractors and invitees involved in carrying out the Works and may include:

- (a) individual living quarters (comprising a bed and may include an ensuite bathroom);
- (b) communal facilities (any building which contains a laundry, kitchen/dining, sanitary (bathroom and toilet), general and recreational space, including storage, vehicle parking and project offices); and
- (c) site infrastructure (including the temporary supply of water, electricity and sewerage).

Term means the term of this Agreement as provided in clause 3.

Termination Event means as defined in clause 12.1.

Works includes the works specified in the Works Contract, being the excavation of trenches in relation to the Facility on the Lot.

Works Contract means the contract entered into by the Department or its agent and a Contractor for the carrying out of the Works.

1.2 Interpretation of headings and text boxes

In this Agreement, headings and text in boxes are for convenience only and do not affect interpretation. The text in boxes is intended to assist in explaining the meaning of key clauses of the Agreement.

1.3 General interpretation

In this Agreement, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other gender;
- (c) a reference to persons include Corporations;
- (d) a reference to a person includes that person's executors, administrators, successors, substitutes and assigns;
- (e) a reference to a clause or schedule is to a clause in or schedule to this Agreement;
- (f) a reference to currency is to Australian currency unless otherwise stated;
- (g) a reference to any legislation or to any section or provision thereof includes any statutory modification or re-enactment or any statutory provision substituted for it, and ordinances, by-laws, regulations, and other statutory instruments issued thereunder for the time being in force in Western Australia;
- (h) where the day on which or by which any act, matter or thing is to be done under this Agreement is not a Business Day, that act, matter or thing will be done on the immediately following Business Day;
- (i) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- (j) this Agreement shall be interpreted, applied and will take effect as a contract made in Western Australia;
- (k) the contents of the Schedules to this Agreement are provisions of this Agreement and are enforceable in accordance with its terms;
- (l) nothing in this Agreement shall be construed so as to make a Party a partner, agent or representative of the other Party or to create any partnership, association, joint venture relationship or agency for any purpose;
- (m) the rights and obligations of the Parties shall be neither joint nor joint and several;
- (n) subject to its provisions, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns who become Parties under the terms of this Agreement; and
- (o) unless otherwise expressly stated, this Agreement replaces any previous agreement or contract between the Parties in relation to its subject matter.

2. Conduct of the Parties

This clause says how the Organisation and the Department will treat each other and respect each other.

The Parties agree to act toward each other in good faith and will use their respective best endeavours in relation to the performance of their obligations under this Agreement.

3. Term of the Agreement

This clause says how long this agreement will last.

This Agreement commences on the Commencement Date and ends on the earlier of:

- (a) termination by agreement of the Parties;
- (b) Final Completion of all Stages of the Works and the removal of the Temporary Accommodation, if any;
- (c) termination of this Agreement by the Department in accordance with clause 7.3(a)(i); or
- (d) termination of this Agreement by the Department in accordance with clause 12.1.

4. Warranties

Here the Organisation says to the Department: 'we have the right to sign this agreement and we are a strong organisation that can work with this agreement'.

The Organisation represents and warrants that:

- (a) it has the power to grant the licence described at clause 6;
- (b) it is duly authorised and has the power to enter into and perform its obligations under this Agreement for the Term;
- (c) there is no litigation, arbitration or administrative proceedings currently taking place, pending or threatened against the Organisation which may have a materially adverse effect on the Organisation's ability to perform its obligations under this Agreement;
- (d) it is unaware of any act, matter, thing or circumstance, or the reasonable possibility of an act matter, thing or circumstance, by reason of which the Organisation would be unable to perform any obligation under this Agreement;
- (e) it is not in default under a law or obligation which affects its operational capacity or its assets; and
- (f) it has received legal advice regarding its rights and obligations under this Agreement, prior to signing this Agreement, or does not wish to obtain such advice.

5. No agency

Here it says that the Department and the Organisation remain apart and each does their own things under this agreement.

Nothing contained in this Agreement gives rise to an agency relationship between the Parties.

6. Licence to Department

Here the Organisation says that it is happy for the Department to come onto the land and undertake the works on the landfill facility.

- (a) Subject to clause 6(c), the Organisation grants to the Department and its agents, consultants, licensees and Contractors (including the Contractors' subcontractors), for the Term, a licence to:
 - (i) enter and re-enter the Lot, Facility and Cadastral Lot, as necessary, free from interference or obstacle;
 - (ii) enter and re-enter for the use, and where necessary expansion, of any landfill site occupied or controlled by the Organisation within the Cadastral Lot; and
 - (iii) enter, erect, construct, occupy, repair, and dismantle Temporary Accommodation on the Lot or on a location within the Cadastral Lot as agreed by the Organisation,
 for the purpose of carrying out the Works.
- (b) The grant of licence in clause 6(a) is subject to:
 - (i) the Minister for Lands granting Approval for the licence under section 18 of the *Land Administration Act 1997* (WA), if necessary, where the Lot is Crown land;
 - (ii) the Department obtaining permission to enter the Lot, pursuant to section 31 of the AAPA Act and regulation 8 of the *Aboriginal Affairs Planning Authority Regulations 1972* (WA), where the Lot (or any of them) are subject to Part III of the AAPA Act; and
 - (iii) the Department obtaining all other approvals necessary to enter into the Cadastral Lot and the Lot.

7. Department's obligations

This clause explains the main things that the Department needs to do, such as keep talking to the Organisation about what is happening on Warmun land and how the Department is going with undertaking the works on the landfill site and protecting any Aboriginal cultural heritage.

7.1 Works

- (a) The Organisation agrees that immediately prior to the commencement of Works until Practical Completion, the Lot will be vacant and unoccupied.
- (b) Prior to commencing any Works, the Department shall consult with the Organisation regarding any applicable plans, drawings and specifications for such Works and the proposed timing of the Works. The Department is not required to accept any suggested changes made by the Organisation in relation to the plans, drawings and specifications.
- (c) The Department may, at any time prior to the commencement of the Works and upon notice to the Organisation, elect not to proceed with some or all of the Works.

- (d) Once Works have commenced, the Organisation may request a variation of such Works, which the Department may, in its sole and absolute discretion, agree or not agree to undertake the variation.
- (e) The Department will keep the Organisation updated and informed, throughout the Works, about:
 - (i) the progress of the Works; and
 - (ii) the expected dates of milestone events including the expected date of commencement of the Works and the expected Practical Completion and/or Final Completion dates for each Stage (if applicable).

7.2 Not used

7.3 Aboriginal heritage

- (a) Where the Department becomes aware that Works will, or could potentially, impact upon an Aboriginal site as defined in the *Aboriginal Heritage Act 1972* (WA), the Department may, at its discretion:
 - (i) terminate this Agreement by written notice to the Organisation;
 - (ii) continue with this Agreement in respect only of such of the Works that will not impact on any Aboriginal site as defined in the *Aboriginal Heritage Act 1972* (WA); or
 - (iii) subject to obtaining all necessary Approvals including approvals under the *Aboriginal Heritage Act 1972* (WA), proceed with the Works, if the Aboriginal persons with authority to speak for the affected Aboriginal sites, provide written confirmation, to the satisfaction of the Department, that it is their wish for the Works to proceed.
- (b) If the Department exercises the discretion referred to in clause 7.3(a)(ii), then it will provide written notice of its decision to the Organisation, and from the date of receipt of such notice this Agreement shall be deemed to have been varied accordingly.

7.4 Notice of Practical Completion and Final Completion

- (a) The Department will provide the Organisation with written notice of Practical Completion and Final Completion having been achieved under the Works Contract, such notice to be provided as soon as practicable following each of those dates.

7.5 Limits on Department's obligations

To avoid doubt:

- (a) this Agreement does not impose any obligation on the Department to carry out any Works; and
- (b) the Department owes no duty to the Organisation to review the plans and specifications and/or Works Contract for errors, omissions or compliance with the requirements of this Agreement.

8. Native Title Party's consent

To the extent that the rights conferred upon the Department under this Agreement, including the grant of the licence pursuant to clause 6(a), constitute a future act within the meaning of that term in the *Native Title Act 1993* (WA), the Organisation

and the Department acknowledge that the Department has obtained the consent of the Registered Native Title Body Corporate.

9. Organisation's obligations

Here it says the main things that the Organisation needs to do, like helping the Department get permission from the government to undertake works on the landfill site (if necessary).

9.1 Consents

The Organisation must as soon as reasonably practicable upon a request by the Department, deliver to the Department or help facilitate, all consents which the Department requests for the purposes of:

- (a) the *Land Administration Act 1997* (WA), in order to allow the Works to proceed; and
- (b) enabling the Department (or its Contractors) to obtain any Approvals necessary for the performance of the Works.

9.2 Publicity and use of name and logo

- (a) The Organisation agrees to cooperate with the Department, any Local Authority and the Western Australian Government in relation to any opportunities to participate in publicity and publicity events in relation to the Works.
- (b) The Organisation must not use the Department's name or logo without the prior written consent of the Department.

9.3 Assignment

The Organisation must not assign of the whole or any part of this Agreement without the prior written consent of the Department.

9.4 Interference and directions

The Organisation must not interfere with the Works and will comply with the reasonable directions of a Contractor in ensuring the Works are completed in a safe and timely manner and in accordance with the terms of this Agreement and all applicable Laws.

10. No proprietary interest

This clause explains that the Department does not take land when it undertakes works on the landfill facility.

10.1 Department takes no proprietary interest

- (a) This Agreement is not intended to create any proprietary interest in the Lot or Facility in favour of the Department.
- (b) The Minister and the Department acknowledge and agree that despite the degree of annexation of the Temporary Accommodation (if any) to the Lot or Cadastral Lot, the Minister has no right, title or interest in the Temporary Accommodation.

11. Risk

The Department will arrange certain insurances, and the Organisation must have some insurance too.

11.1 Limits of Department's liability

- (a) The Department will use reasonable endeavours to avoid delay in the completion of the Works, if commenced. However, the Department accepts no liability for any delay in commencing or completing the Works.
- (b) The Department makes no warranty or representation as to the standard or quality of the Works.

11.2 Insurance

- (a) The Department will ensure that any third party engaged to carry out the Works has in place all insurance cover reasonably necessary, including public liability insurance.
- (b) The Parties shall not do or permit to be done, or omit to do, any act, matter or thing upon the Lot or Facility, or bring onto or keep anything on the Lot or Facility, whereby any insurance policy may be rendered void or voidable.
- (c) The Organisation must immediately notify the Department of any breach or suspected breach of clause 11.2(b).
- (d) If a Party does anything, contrary to clause 11.2(b), which has the effect of voiding any insurance policy, that Party shall be responsible for and shall pay and discharge on demand any damage or Loss suffered or incurred as a result.

12. Termination by Department

This clause explains how the Department can end this agreement. For example, if the Organisation does not follow this agreement, then the Department can end this agreement.

12.1 Termination by written notice

- (a) The Department may, by notice in writing to the Organisation subject to clause 12.1(b), terminate this Agreement in the event of any of the following events (**Termination Events**):
 - (i) the Organisation breaches a term of this Agreement which the Department considers to be a material term, and that breach is ongoing, or in the opinion (reasonably formed) of the Department not likely to be capable of being rectified;
 - (ii) the Organisation seriously or persistently, in the opinion of the Department, breaches any term of this Agreement (whether or not considered a 'material term');
 - (iii) the Organisation is, in the opinion of the Department, unable to continue to meet its obligations under the terms of this Agreement for any reason;
 - (iv) a judgment or order for more than \$500,000 is obtained against the Organisation in any court of law and either:

- (A) the judgment remains unsatisfied at the end of the period for payment (if any) specified in the judgment or order or, if no such period is specified, at the end of 45 Business Days; or
 - (B) execution is levied or issued against the Lot, Facility or any of the Organisation's assets;
- (b) Where a Termination Event occurs, the Department shall provide the Organisation with notice in writing requiring the Organisation to rectify the relevant Termination Event within 20 Business Days (or any longer period specified in the notice), after which time the Department may terminate this Agreement in accordance with clause 12.1(a).

12.2 Rights following termination

- (a) In the event that this Agreement is terminated by the Department under clause 12.1, the Department may undertake (in its absolute discretion) any of the following actions without further notice to the Organisation:
 - (i) if the Works have not achieved Final Completion, or where the Works are completed in Stages, all of the Stages have not achieved Final Completion, enter the Lot and Facility for the purposes of:
 - (A) completing the Works; or
 - (B) recovering materials comprising the partially completed Works; or
 - (ii) recover from the Organisation as a debt due any Loss suffered by the Department as a result of the termination of this Agreement.
- (b) For the purposes of clause 12.2(a)(i) and 12.2(a)(ii), the Organisation hereby grants the Department an irrevocable licence to enter the Lot and Facility.
- (c) The Department's rights provided for in this clause 12.2 will survive termination of this Agreement.

13. Variation

This clause explains how this agreement can be changed. Usually both the Department and the Organisation have to sign a paper for this agreement to be changed.

- (a) This Agreement may only be varied:
 - (i) by the written agreement of all Parties; or
 - (ii) unilaterally by the effect of a notice from the Department under clause 7.3(b).

14. Notices

This clause explains how the Organisation and the Department talk to each other under this agreement. Some important things have to be written down under this agreement, and this clause talks about how that writing is done and how the written paper should be sent.

14.1 Service of notices

A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

- (a) in writing, in English and signed by an authorised person; and
- (b) hand delivered or sent by prepaid post to the recipient's Address for Notices specified on the Details page of this Agreement, or sent by email to the recipient's email address specified on the Details page of this Agreement, or as varied by any Notice given by the recipient to the sender.

14.2 Effective on receipt

A Notice given in accordance with clause 14.1 takes effect when received (or at a later time specified in the Notice), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the third Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia); and
- (c) if sent by email, on the date of transmission (unless the sender's computer indicates an error in transmission),

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

15. Disputes

This clause explains how we will try to fix any arguments that come up under this agreement. We will try to sit down and sort out any arguments face to face, before anyone goes to a mediator or to a court.

15.1 Dispute resolution

- (a) Subject to clause 15.3, any dispute between the Parties arising under or in respect of this Agreement (**Dispute**) shall be dealt with in accordance with the terms of this clause 15.1.
- (b) A Party may not commence court proceedings in respect of a Dispute unless it has first complied with this clause.
- (c) A Party claiming that a Dispute has arisen must give written notice to the other Party within five (5) Business Days of the Dispute first arising, giving details of the Dispute.
- (d) During the five (5) Business Days after a notice is given under clause 15.1(c) (or longer period agreed in writing by the Parties) (**Resolution Period**) each Party must use its best efforts to resolve the Dispute.
- (e) If the Parties cannot resolve the Dispute within the Resolution Period, either Party may refer the Dispute to a Mediator, agreed to by both Parties.
- (f) If the Parties cannot agree on a Mediator within five (5) Business Days after the end of the Resolution Period, either Party may request the Chairman of the Institute of Arbitrators and Mediators Australia (WA Chapter) to appoint a Mediator.

- (g) If no request to refer the Dispute to a Mediator is made under clause 15.1(f) within the time limited by that subclause, a Party who has complied with clauses 15.1(a) to 15.1(d) inclusive may terminate the dispute resolution process provided for in this clause 15.1 by giving notice to the other Party.

15.2 Continued performance

The Parties must, to the extent it is reasonably practicable and to the extent that such performance is not directly impacted by the Dispute, continue to perform their obligations under this Agreement notwithstanding the existence of a Dispute, unless the Parties otherwise agree in writing.

15.3 Exceptions

Clause 15.1 shall not apply to:

- (a) any dispute over the exercise of the Department's powers under clause 12, in respect of which either Party may commence court proceedings in order to resolve any dispute; or
- (b) urgent injunctive relief.

16. Severability and survival

This clause explains that if any of the writing in this agreement turns out to be no good (and a court says so) then the rest of the agreement can keep going.

16.1 Severability

A clause or Schedule, or part of a clause or Schedule, of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining parts of this Agreement continue in force.

16.2 Survival

Clauses 4, 11.1, 12.2 and 15 survive the termination of this Agreement to the extent it is necessary to give them full effect.

17. Costs

This clause says that the Department will pay its costs of making this agreement, and the Organisation will pay its own costs of making this agreement.

Each Party shall pay its own costs associated with the negotiation, preparation and execution of this Agreement and any related documents.

18. Waiver

This clause is mainly for lawyers to understand which talks about what to do if someone breaks their word under this agreement, and the other person decides not to have a fight about it.

- (a) A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy.
- (b) A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy.
- (c) A waiver of a right, power or remedy shall be in writing and signed by the Party giving the waiver.

19. Governing law and jurisdiction

This clause explains that Western Australian laws and courts apply to this agreement.

- (a) This Agreement shall be interpreted, applied and will take effect as a contract made in Western Australia and is governed and shall be performed according to the laws of Western Australia.
- (b) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of the State of Western Australia.

20. Counterparts

This clause explains that the parties can sign separate copies of this agreement and together they will constitute one document.

- (a) This Agreement may be executed in counterpart.
- (b) Execution by any Party of any such counterpart will be deemed to be an execution of this Agreement and all of those counterparts taken together are deemed to constitute one and the same document.



ATTACHMENT 10 – WORKS APPLICATION FEE DATA

Remote Essential and Municipal Services (REMS) program
Department of Communities - Housing

Warmun Trench Sizing

February 2025

Table A: Determining Trench Capacity Requirements

Aspect	Key Inputs
Community Population (No.)	228
Consumption Rate per person (m ³)	6
Required Length of Operation (yrs.)	4
Required Trench Capacity (m ³)	5,472
Total Annual Consumption (m ³)	1,368

LEGEND

User Input
Locked: Do not overwrite

Table B: Determining Trench Design

Aspect	Trench A	Trench B	Trench C	Trench D	Other
Width (m)	18	26	36	16	27
Length (m)	100	100	100	100	100
Depth (m)	2	3	4	2	3.5
Side Slope (1:1V)	2	3	3	1	3
Base Width (m)	6	6	6	6	6
Base Length (m) [ex. 1:10 access ramp]	74	63	46	80	54.5
Approximate Total Capacity (m ³)	3,140	3,296	5,744	1,452	4,748
Conditions for Use	<ul style="list-style-type: none"> Shallow groundwater (0-7m below ground level), but can still be used if groundwater is >7m below ground level Self-managed and small remote communities (max. 150 ppl) Sand/Loam soils Minimum length is 50m Maximum length is 100m 	<ul style="list-style-type: none"> Shallow groundwater (0-7m below ground level), but can still be used if groundwater is >7m below ground level Self-managed and small remote communities (max. 150 ppl) Sand/Loam soils Minimum length is 40m Maximum length is 200m 	<ul style="list-style-type: none"> Groundwater >7m below ground level Small & large remote communities (max. 100 ppl) Sand/Loam soils Minimum length is 60m Maximum length is 100m 	<ul style="list-style-type: none"> Shallow groundwater (0-7m below ground level), but can still be used if groundwater is >7m below ground level Self-managed and small remote communities (max. 150 ppl) Clay/Loam soils Minimum length is 30m Maximum length is 100m 	<ul style="list-style-type: none"> For use if other designs are not appropriate for the site Trench depth should not exceed 4m
North Buffer (m)	3.8	3.1	1.8	2.8	
South Buffer (m)	1.2	1.2	1.2	1.2	1.2
East Buffer (m)	6	8	8	8	8
Fire Break (m)	6	6	6	6	6
Flood Protection Bund (m)	15	15	15	15	15
Number Trenches	6	4	4		
Trench Buffer (m)	20	20	20	20	20
CRC Length (m)	15	15	15	15	15
Site Length (m)	215	898	223	23	23
Site Width (m)	136	523	130	141	142
Fire Break Length (m)	223	289	233	29	29
Fire Break Width (m)	140	140	140	101	102
SW Bund Length (m)	153	289	263	63	63
SW Bund Width (m)	176	173	170	161	170
Total Length of Operation	30	16	16	0	0

240604_V03 - Landfill Trench Design_0.2



Trench sizing calculations

REMS Landfill Development
Department of Communities

Pre-Tender Estimate
Summary

August 2024

Item	Description	Trench A		Trench B		Trench C		Trench D	
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
1	Preliminaries	\$ 20,217	\$ 33,745	\$ 24,338	\$ 46,322	\$ 33,400	\$ 49,669	\$ 10,956	\$ 36,353
2	Site Clearance	\$ 27,261	\$ 50,448	\$ 32,983	\$ 50,940	\$ 41,190	\$ 57,493	\$ 33,116	\$ 46,760
3	Landfill Trench Development	\$ 11,895	\$ 40,506	\$ 24,909	\$ 66,962	\$ 51,694	\$ 102,365	\$ 14,090	\$ 57,056
4	Drainage	\$ 20,780	\$ 35,764	\$ 22,467	\$ 26,885	\$ 24,531	\$ 27,685	\$ 19,170	\$ 24,538
5	Fencing	\$ 39,174	\$ 49,835	\$ 34,174	\$ 46,835	\$ 47,216	\$ 53,771	\$ 35,230	\$ 47,211
6	Miscellaneous	\$ 2,173	\$ 2,173	\$ 2,173	\$ 2,173	\$ 2,173	\$ 2,173	\$ 2,173	\$ 2,173
	Subtotal	\$ 121,309	\$ 202,473	\$ 146,929	\$ 241,927	\$ 209,411	\$ 292,916	\$ 113,136	\$ 212,128
7.01	Contingency (20%)	\$ 24,260	\$ 40,495	\$ 29,385	\$ 48,387	\$ 40,000	\$ 58,403	\$ 22,626	\$ 42,424
7.02	Local Loading (68%)	\$ 72,760	\$ 121,484	\$ 97,617	\$ 145,102	\$ 128,250	\$ 175,210	\$ 97,930	\$ 127,272
	Construction Tender Sub-total (Excl. GST)	\$ 218,340	\$ 364,451	\$ 273,931	\$ 435,416	\$ 377,661	\$ 525,630	\$ 233,692	\$ 381,824

TW24038 - Communities REM Trench Development PTE_4.0



Pre-tender estimate Warmun Landfill. Green outlined column applies

ATTACHMENT 5 – CONSULTATION WITH WARMUN (TURKEY CREEK) COMMUNITY INCORPORATED

The following summarises consultation with key stakeholders in the Warmun Community, namely Warmun Community (Turkey Creek) Incorporated (WCI), the registered community representative body, and Yurriyangem Taam Aboriginal Corporation (YTAC), the registered Native Title Holder body, and officers from the Department of Communities (DoC).

Representatives of the Remote Communities Fund (RCF) Project Working Group met with WCI and discussed the scope of the RCF work, including the landfill. WCI provided an in principle letter of support, attached as 5A.

On 1 April 2025 an RCF PWG member met with the CEO of Warmun Community, Jack McHugh, to discuss the progression of planning for the landfill. The CEO advised that the community was supportive of an up to date landfill.


DoC discussed the Public Works Agreement (PWA) with the WCI Board on 16 April 2025, and received their approval to construct the landfill on the agreed site. The PWA, which contains a letter of endorsement from the Board, is attached as Attachment 5B.

Consultation with Yurriyangem Taam AC is ongoing. Updates will be advised to DWER.

OFFICIAL

ATTACHMENT 5A – IN PRINCIPLE LETTER OF SUPPORT FROM WCI

ATTACHMENT 5A


Senior Project Manager
Department of Communities
5 Newman Court, Fremantle WA 6160

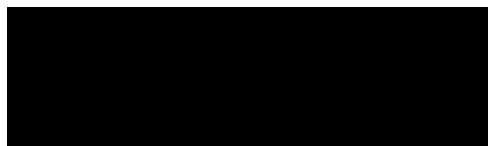
by email: 

Dear 

WARMUN COMMUNITY (TURKEY CREEK) INC SUPPORT FOR PROPOSED CONSTRUCTION OF NEW HOUSES AND LANDFILL IN WARMUN

1. Following consultation with the Department of Communities (**DoC**), Warmun Community (Turkey Creek) Inc (**WCI**):
 - a. confirms that it supports DoC's proposal to construct up to eight houses on all or some of lots 95, 141, 204, 702, 704, 612 and 914 depicted on the **given** map (**Potential New Build Map**), which are vacant lots at the time of this letter; and
 - b. confirms that it does not support DoC's proposal to construct houses on lots 117, 200, 201, 202, 203, 701 and 703 depicted on the Potential New Build Map (**Inappropriate Lots**) based on advice given by WCI to DoC during DoC's site visit that the Inappropriate Lots were inappropriate for housing due to the risk of flooding and proximity to other services;
 - c. requests that the DoC amend its proposal to include replacement of the house situated on lot 84 depicted on the Potential New Build Map and confirms that it will support any proposal by the DoC to provide for this.
2. WCI confirms its support for DoC's proposal to use the existing community landfill to dispose of building waste from the housing works, then remediate and close Warmun's existing landfill.
3. WCI supports DoC's proposal to construct a new landfill on lot 915, pending further consultation on proposed location.
4. WCI supports DoC progressing amendments to the settlement layout plan for Warmun to enable the construction of housing on the lots. It also supports DoC seeking other approvals required to enable the construction, including development approval from the Aboriginal Lands Trust and progressing on-ground surveys.
5. Further, WCI confirms that it does not presently have particular Aboriginal cultural heritage concerns with the proposed works on the proposed lots.
6. WCI confirms that this letter is not confidential and can be provided to other entities, such as the ALT.

Yours sincerely



Date: 28/10/2024

OFFICIAL

**ATTACHMENT 5B – PUBLIC WORKS AGREEMENT LETTER OF ENDORSEMENT
FROM WCI BOARD**

Signing page

EXECUTED as an agreement

Executed for and on behalf of the State of Western Australia represented by the Department of Communities by:

Signature of Appointed Officer (please print)

Signature of Appointed Officer (please print)

Name of Appointed Officer (please print)

Name of Appointed Officer (please print)

Position of Appointed Officer (please print)

Position of Appointed Officer (please print)

Date

Date

Signed for and behalf of Warmun Community (Turkey Creek) Inc (Association Number A0770035D, ABN 57 370 813 702):

