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WASTEWATER TREATMENT PLANT

WORKS APPROVAL

SUPPORTING DOCUMENT

7 JUNE 2024

PREPARED FOR STUDIO SCHOOLS AUSTRALIA LTD

BY PRESTON CONSULTING PTY LTD

Proponent contact details:

STUDIO SCHOOLS OF AUSTRALIA LTD

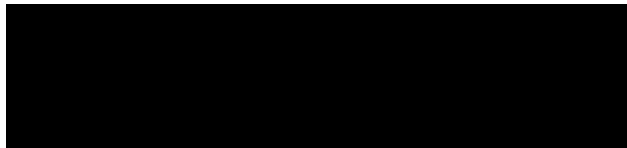
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Disclaimer

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ACKNOWLEDGEMENT OF COUNTRY

In the spirit of reconciliation, Preston Consulting Pty Ltd and the Studio Schools of Australia Ltd acknowledge the Traditional Custodians of the lands on which they work, the Bunuba People. We pay our respects to Elders past, present and emerging and recognise their continuing connection to land, sea, culture and community.



DOCUMENT CONTROL

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|------------------------|--|------------|
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PROJECT BACKGROUND

Studio Schools of Australia Ltd (SSA) are planning to develop and operate a Wastewater Treatment Plant (WWTP) at the new Manjali Studio School (Project). The WWTP will be designed to treat and discharge waste from approximately 140 students and supporting staff from within the boarding school, with an estimated maximum volume of 75 cubic metres (m³) a day. The new WWTP is to be installed to provide ongoing reliable service and to minimise maintenance requirements, and ensure ease of operation whilst maintaining reliable effluent quality and daily production. This works approval application is required under Part V of the *Environmental Protection Act 1986* (EP Act; Western Australia (WA)) to develop the Project.

The WWTP is to be located at the north-west corner of the Manjali Studio School, which is approximately 61 kilometres (km) northwest of Fitzroy Crossing, within the Kimberley region of WA. Construction is planned to commence in July 2024, with an estimated operating period of approximately 25 years. The WWTP is to be located on cleared land within the Manjali Studio School site.

SSA is seeking approval under this application for the construction, commissioning and time-limited operation of the WWTP. This Supporting Document provides additional information required by the works approval application form (form).

This document includes the attachments as required by the Department of Water and Environmental Regulation (DWER) *Application form: Works Approval / Licence / Renewal / Amendment / Registration v16, August 2022* (DWER, 2023). SSA has reviewed the application form and determined that the following attachments are required to support the application (provided in this document):

- Attachment 1A to 1C (Applicant details);
- Attachment 2 (Premises map);
- Attachment 3A (Environmental Commissioning Plan);
- Attachment 3B (Proposed activities);
- Attachment 5 (Other approvals);
- Attachment 6A (Emissions and discharges);
- Attachment 7 (Siting and Location); and
- Attachment 10 (Proposed fee calculation).

SSA has determined that the following attachments are not required as they are not relevant to this application:

- Attachments 3C and 3D (environmental commissioning, clearing and additional information);
- Attachment 4 (Marine surveys);
- Attachment 6B (Waste Acceptance);
- Attachment 8 (Additional information); and
- Attachment 10 (Request for exemption from publication).



ATTACHMENT 1A - PROOF OF OCCUPIER STATUS



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GPO Box 25313
Perth WA 6831 Australia

ABN 47 702 695 758



1 May 2024

[REDACTED]
Studio Schools of Australia Ltd
24 Hasler Road
Osborne Park, Western Australia 6017

Dear [REDACTED]

Sub-Licence Agreement - Manjali Studio School – BDAC to SSA

1 Introduction

- (a) Pursuant to a licence between Buruba Dawangarni Aboriginal Corporation RNTBC ICN 7813 (ABN 80 365 216 271) (**BDAC**) and the State of Western Australia acting through the Minister for Lands (**Head-Licensor**) dated on or about the date of this Sub-Licence (**Head-Licence**), the Head-Licensor granted BDAC a licence to use and access the Licence Area for the Permitted Use.
- (b) Subject to BDAC obtaining the Head-Licensor's consent pursuant to section 18 of the *Land Administration Act 1997 (WA)* (**LAA**) and the terms of the Head-Licence, BDAC has agreed to grant, and Studio Schools of Australia Ltd (ACN 637 122 644) (**SSA**) has agreed to take, a Sub-Licence of the Licence Area for the Permitted Use on the terms and conditions contained in this letter. A copy of the Head-Licensor's approval under section 18 of the LAA is attached to this letter in Annexure B.
- (c) Defined terms used in this letter have the meaning given in the Head-Licence unless otherwise indicated.

2 Grant of Sub-Licence

2.1 Terms of this Sub-Licence

- (a) BDAC grants to SSA, and SSA accepts, a Sub-Licence of the Licence Area on the same terms and conditions as the Head-Licence, except where varied by this letter (**Sub-Licence**).
- (b) Except for the variations in clause 3.1, this Sub-Licence incorporates the terms of the Head-Licence, granting the same powers and conditions, as are expressed or contained in the Head-Licence, as if the Head-Licence was repeated in this Sub-Licence in full, and as if BDAC and SSA under this Sub-Licence were the original 'Licensor' and 'Licensee' as those terms are defined under the Head-Licence.
- (c) SSA agrees to:
 - (i) observe and perform all covenants and agreements on the Licensee's part as set out in the Head-Licence (as varied) as if those same covenants and agreements were set out in full in this Sub-Licence;
 - (ii) not do or allow any act or thing to be done (including by SSA's employees, agents, contractors, consultants, invitees and any other person acting with the authority or permission of SSA) in relation to the Licence Area which is inconsistent with the terms of the Head-Licence;

- (iii) not do anything, or omit to do anything, which if done or omitted to be done by BDAC would be a breach of BDAC's obligations under the Head-Licence;
 - (iv) obtain the prior written consent or approval of the Head-Licensor for anything which requires BDAC's consent or approval under this Sub-Licence;
 - (v) comply with all Laws and the requirements of any Government Agency in connection with the Licence Area and the Permitted Use; and
 - (vi) notify the Head-Licensor in writing of anything of which SSA is required to notify BDAC under this Sub-Licence.
- (d) BDAC agrees to:
 - (i) perform and observe all of the covenants, agreements, terms and conditions on the 'Licensor's' part contained in the Head-Licence (as varied for the purposes of this Sub-Licence), so far as these may be performed by BDAC;
 - (ii) duly and punctually observe and perform all of the covenants, agreements, terms and conditions required to be observed and performed by it under the Head-Licence (except those which are required to be performed by SSA), and
 - (iii) not do or omit to do any act, matter or thing in breach of the terms of the Head-Licence where the breach entitles the Head-Licensor to terminate the Head-Licence before expiry of the Term of the Head-Licence.

2.2 Inconsistency with Head-Licence

To the extent (if any) to which any of the provisions of this Sub-Licence differ or depart from the provisions of the Head-Licence, as to any matter whatsoever, except for the variations in clause 3.1 of this Sub-Licence, the provisions of the Head-Licence shall prevail.

2.3 Acknowledgements by SSA

SSA acknowledges and agrees that:

- (a) this Sub-Licence is a sub-licence and is dependent on the existence and continuance of the Head-Licence. It will automatically terminate if the Head-Licence is terminated or surrendered for any reason and SSA will have no claim whatsoever against the Head-Licensor in respect of such termination;
- (b) the Head-Licensor may exercise its rights under the Head-Licence (including rights of entry to the Licence Area), and SSA, as sub- licensee, must allow the Head-Licensor to exercise its rights without interference;
- (c) the Head-Licensor is not liable to SSA for the Head-Licensor's performance or non-performance of the Head-Licensor's obligations under the Head-Licence; and
- (d) nothing in this Sub-Licence affects the rights of the Head-Licensor under the Head-Licence.

3 Variations to Head-Licence

3.1 Variations

For the purposes of clause 2.1(b) of this Sub-Licence only, the Head-Licence is amended as follows:

- (a) Unless otherwise amended by the remaining sub-clauses of this clause:

- (i) references to *'the Licensor'* are deleted and replaced with *'BDAC'*;
- (ii) references to *'the Licensee'* or *'Licensee'* are deleted and replaced with *'SSA'*; and
- (iii) references to *'Licence'* are deleted and replaced with *'Sub-Licence'*;
- (b) Recitals A to G of the Background are deleted.
- (c) In clause 1.1, the definition for *'Longer Term Tenure'* is amended as follows:
 - (i) the words *'the Licensee'* are deleted and replaced with *'BDAC'*; and
 - (ii) the words *'the Sub-Licensee'* are deleted and replaced with *'SSA'*
- (d) In clause 1.1, the definition for *'Manjali Studio School'* is amended as follows:
 - (i) the words *'the Sub-Licensee'* are deleted and replaced with *'SSA'*
- (e) In clause 1.1, the definition for *'Native Title Party'* is amended as follows:
 - (i) the words *'the Licensee'* are deleted and replaced with *'BDAC'*;
- (f) In clause 1.1, the definition for *'Pastoral Lease'* is amended as follows:
 - (i) the words *'the Licensor'* are deleted and replaced with *'Head-Licensor'*;
- (g) In clause 1.1, the definitions for *'Sub-Licence'* and *'Sub-Licensee'* are deleted.
- (h) In clause 1.1, the following definitions are inserted:
 - (i) **'Aboriginal Heritage'** means a place, site, or object of significance or importance to the Bunuba People, including any place, site or object to which the *Aboriginal Heritage Act 1972 (WA)* or the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Cth)* applies.'
 - (ii) **'Aboriginal Site'** means a place, site, or object of significance or importance to the Bunuba People, including any place, site or object to which the *Aboriginal Heritage Act 1972 (WA)* or the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Cth)* applies.'
 - (iii) **'Activity or Activities'** means any excavation and / or clearing activities carried out, or proposed to be carried out, within the Licence Area in accordance with clause 6.1(i) of the Head-Licence.'
 - (iv) **'Head-Licence'** means the licence granted by the Head-Licensor to BDAC in respect of the Licence Area dated on or about the date of this Sub-Licence.'
 - (v) **'Head-Licensor'** means the State of Western Australia acting through the Minister for Lands'
- (i) Clause 2 is amended as follows:
 - (i) the words *'Licence and the Sub-Licence'* are deleted and replaced with *'Sub-Licence'*;
 - (ii) the words *'Annexure B'* are deleted and replaced with *'Annexure C'*; and
 - (iii) the words *'Annexure C'* are deleted and replaced with *'Annexure D'*.
- (j) Clause 5.2 is deleted and replaced as follows:

5.2 Further Term

 - (a) *If during the Term, SSA has not persistently been in material default of this Sub-Licence, and SSA notifies BDAC, in writing no less than 60 days prior to the Date of Expiry that it requires a licence for a Further Term, BDAC will use reasonable endeavours to procure an extension of the term of the Head-Licence from the Head-*

Licensor under the terms of the Head-Licence. If an extension of the term of the Head-Licence is obtained by BDAC, BDAC must grant a further sub-licence to SSA for the same period.'

- (k) In clause 5.3, the word 'Department' is deleted and replaced with 'BDAC'.
- (l) In clause 6.1(i), the words 'and in accordance with clause 13' are inserted after the words 'Permitted Use'.
- (m) In clause 7.1(a), the words 'the Head-Licensor,' are inserted before the words 'the Licensor'.
- (n) Clause 7.2(a) is amended as follows:
 - (i) the reference to 'item 6' is deleted and replaced with 'item 7'; and
 - (ii) the words 'and such insurance shall include the interests of the Licensor under this Licence' are deleted and replaced with 'and such insurances shall include the interests of the Head-Licensor and BDAC under this Sub-Licence'.
- (o) Clause 7.2(f) is deleted.
- (p) In clause 9.1(a), the word 'Licensor' is deleted and replaced with 'Head-Licensor'.
- (q) Clause 9.2 is deleted and replaced with the following:

'9.2 Failure to Remove

if this Sub-Licence is terminated due to the expiry of the Term or earlier termination of the Head-Licence, SSA acknowledges that the Head-Licensor may exercise its rights under clause 9.2 of the Head-Licence to remove those items of SSA's Property that are not removed in accordance with clause 9.1 of this Sub-Licence. SSA indemnifies BDAC from and against any cost incurred by BDAC as a result of the Head-Licensor exercising such rights, including any costs incurred by BDAC under clause 9.2(c) and (d) of the Head-Licence.'
- (r) Clause 10 is amended as follows:
 - (i) the words 'and Sublicensing' are deleted from the clause heading;
 - (ii) in clause 10(b), the words ', other than the Sub-Licence' are deleted; and
 - (iii) clause 10(c) is deleted.
- (s) In clause 11.2, the words 'within 30 days of the due date' are deleted and replaced with 'within 20 days of the due date'.
- (t) Clause 11.3(a)(ii)(A) is deleted and replaced as follows:

'BDAC, if addressed to BDAC and left at, or sent by prepaid post to the address set out at item 5 of the Schedule or such other address as is notified by BDAC to SSA.'
- (u) Clause 11.3(a)(ii)(B) is deleted and replaced as follows:

'SSA, if addressed to SSA and left at, or sent by prepaid post to the address set out at item 6 of the Schedule or such other address as is notified by SSA to BDAC; and'
- (v) A new clause 11.3(a)(ii)(C) is inserted as follows:

'the Head-Licensor, if addressed to the Head-Licensor and left at, or sent by prepaid post to the Minister for Lands c/o Director General of the Department at the address set out at item 4 of the Schedule or such other address as is notified by the Head-Licensor to BDAC.'
- (w) A new clause 13 is inserted as follows:

'13 Aboriginal Heritage

- (a) *In carrying out any Activities, SSA must take all reasonable and practicable measures to ensure that any Activities do not harm Aboriginal Heritage.*
 - (b) *SSA must use its best endeavours to carry out Activities in a manner which minimises any impact on Aboriginal Heritage.*
 - (c) *SSA and BDAC must work together to address any concerns of BDAC in relation to Aboriginal Heritage and ensure heritage protection is carried out in an agreed manner.*
 - (d) *SSA must ensure that:*
 - (i) *the Chairman of BDAC, Mr Kevin Oscar, is engaged by SSA as cultural liaison officer, as endorsed by the BDAC Board; and*
 - (ii) *Mr Kevin Oscar and one cultural heritage monitor, nominated by Mr Kevin Oscar, who is a senior female Bunuba Traditional Owner are present to supervise all Activities in the Licence Area, or*
 - (iii) *If Mr Kevin Oscar is not available to supervise an Activity in the Licence Area, two cultural heritage monitors nominated by Kevin Oscar, comprising of one senior male Bunuba Traditional Owner and one senior female Bunuba Traditional Owner, are present to supervise all Activities in the Licence Area.*
 - (e) *SSA is not required to comply with clauses 13(d)(ii) and 13(d)(iii) of this Sub-Licence, if Mr Kevin Oscar provides written consent to an Activity being conducted without supervision.*
 - (f) *SSA must pay the cultural heritage monitors required under clauses 13(d)(ii) or 13(d)(iii) of this Sub-Licence at the daily rates specified in Schedule 2 of this Sub-Licence.*
 - (g) *Prior to, or as soon as practicable after, commencement of Activities, SSA must ensure that all employees and contractors working on the Licence Area are given appropriate cultural awareness training on aspects of the traditions, history and culture of the Bunuba People, by Kevin Oscar, engaged by SSA."*
- (x) A new clause 14 is inserted as follows.
- 14 Discovery of an Aboriginal Site**
- (a) *If, during the course of an Activity, SSA discovers any Aboriginal Site it must immediately cease the Activity on and around the Aboriginal Site and report the discovery and location of the Aboriginal Site to BDAC.*
 - (b) *SSA must comply with any direction BDAC makes in relation to disclosing information about the Aboriginal Site to which this clause applies to any third party. If BDAC notifies SSA that BDAC does not wish SSA to disclose particular information to third parties, SSA must remove that information from any material provided to any third party, however, SSA may inform the third party that any request for details about the information should be directed to BDAC.*
 - (c) *SSA may only continue with the Activity near the Aboriginal Site to which this clause applies with the express permission in writing of BDAC (which must not be unreasonably withheld).*
 - (d) *BDAC acknowledges and agrees that nothing in this clause prohibits SSA from complying with its obligations under the Aboriginal Heritage Act 1972 (WA) or otherwise at Law.'*

- (y) The Schedule to the Head-Licence is deleted and replaced with the Schedule attached to this Sub-Licence as Schedule 1.

3.2 Remaining Provisions Unaffected

Except as specifically amended by this Sub-Licence, all terms and conditions of the Head-Licence remain in full force and effect for the purposes of clause 2.1(b) of this Sub-Licence.

4 Costs

SSA is committed to supporting BDAC and agrees to reimburse BDAC's reasonable costs and expenses accrued in connection with or incidental to:

- (a) the instructions for and the preparation, negotiation, execution and registration of the Head-Licence,
- (b) the instructions for and the preparation, negotiation, execution and registration of this Sub-Licence,
- (c) clauses 13 and 14 of this Sub-Licence, at the rates specified in Schedule 2 of this Sub-Licence.

provided that such costs and expenses can be detailed and supported by the necessary tax invoices and receipts as required in accordance with the Commonwealth Government's budgeting, reporting and acquittal requirements for the expenditure of Commonwealth funds.

5 General

5.1 Defined terms in the Head-Licence apply

- (a) Defined terms used in this Sub-Licence have the meaning given in the Schedule.
- (b) Except where defined in the Schedule, words defined in the Head-Licence have the same meaning when used in this Sub-Licence, subject to the variations in clause 3.1 of this Sub-Licence.

5.2 Notices

Any notice or other document or writing served or given under this Sub-Licence by any party to any other party will be validly given if executed by a party in a manner that would be valid for it to sign notices under this Sub-Licence and given to the other party in a manner provided in this Sub-Licence for the service of notices on that party.

5.3 Governing Law

This Sub-Licence is governed by the laws of Western Australia. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this Sub-Licence.

5.4 Entire Agreement

- (a) This Sub-Licence:
 - (i) is the entire agreement and understanding between the Parties on everything connected with the subject matter of this Sub-Licence; and
 - (ii) supersedes any prior agreement or understanding on anything connected with that subject matter.
- (b) Each party has entered into this Sub-Licence without relying on any representation by any other party or any person purporting to represent that party.

- (c) This clause is without prejudice to any deed or agreement entered into between the Head-Licensor and BDAC in respect of the termination of the Head-Licence.

5.5 Counterparts

This Sub-Licence may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one agreement.

5.6 Further Assurance

Each party must promptly, at its own cost, do all things (including executing all documents) necessary or desirable to give full effect to this Sub-Licence.

Please confirm your acceptance of the terms of this Sub-Licence by signing and returning a duplicate copy of this letter to BDAC. Should you have any queries, please contact Kevin Oscar on 0475 078 732 or governance@Bunuba.com.

Signed by [REDACTED]
Aboriginal Corporation RNTBC ICN 7813
(ABN 80 365 218 271) as a deed in
accordance with section 99-5 of the
*Corporations (Aboriginal and Torres Strait
Islander) Act 2006 (Cth)*

Signed as a deed on: 2/5/2024

Executed by **Studio Schools of Australia
Ltd** (ACN 637 122 644) as a deed in
accordance with section 127 of the
Corporations Act 2001 (Cth)


Signature of Director

Signature of Director/Company Secretary
(Delete title which does not apply)

Print name in full

Print name in full

Signed as a deed on: _____

Signed by 
Aboriginal Corporation RNTBC ICN 7813
(ABN 80 365 218 271) as a deed in
accordance with section 99-5 of the
*Corporations (Aboriginal and Torres Strait
Islander) Act 2008 (Cth)*

Signature of Director

Signature of Director/Company Secretary
(Delete title which does not apply)

Print name in full

Print name in full



Signed as a deed on:

**Executed by Studio Schools of Australia
Ltd (ACN 637 122 644) as a deed in
accordance with section 127 of the
*Corporations Act 2001 (Cth)***



Signed as a deed on: 2 May 2024

Schedule 1

| Item | Term | Definition |
|------|---|--|
| 1 | Licence Area | That area being portion of Lot 1701 on Deposited Plan 419014, being part of the land contained in Certificate of Crown Land Title Volume LR3172 Folio 695, shown outlined in red on the Plan attached at Annexure A. |
| 2 | (a) Term (b) Date of Commencement (c) Date of Expiry | 24 months less one day. The date the last Party executes this deed. 24 months less one day from the Date of Commencement. |
| 3 | (a) Sub-Licence Fee (b) GST Amount (c) Payment Date |  Within 30 days of the Date of Commencement. |
| 4 | Head-Licensor's Address for Service of Notices | Department of Planning, Lands and Heritage Level 2, 140 William Street Perth WA 6000 Attention: Manager, Land Management North Facsimile No: 6118 8116 |
| 5 | Sub-Licensor's Address for Service of Notices | Bunuba Dawangarni Aboriginal Corporation RNTBC PO Box 264 Fitzroy Crossing WA 6765 Attention:  Email: governance@Bunuba.com |
| 6 | Sub-Licensee's Address for Service of Notices | Studio Schools of Australia Ltd (ACN 637 122 644) 24 Hasler Road Osborne Park, Western Australia 6017 Attention: Dr Helen Drennen Email: Helen.Drennen@studioschools.edu.au |
| 7 | Insurance Amount | \$20,000,000 (twenty million dollars). |

SCHEDULE 2 – Fee schedule - Costs (exclusive of GST)

1 Cultural Monitoring

1.1 Meals and Accommodation

- (a) Catering for cultural monitor consultations to be provided by SSA as required.
- (b) Accommodation for cultural monitor to be provided on site by SSA, as required.

1.2 Cultural Monitor Attendance Fees

- (a) Cultural monitor attendance fees – [REDACTED] per person per day, or [REDACTED] per person per half day, plus superannuation.

1.3 Administration Fee

20% Fee payable covers overheads including accounting, bookkeeping, internet, phone, insurance, etc.

Annexure B: Head-Licensor's Approval

OFFICIAL



Department of Planning,
Lands and Heritage

Land Use Management

Our ref: Case 2301029-00893-2014
Enquiries: mandy.statters@dpnh.wa.gov.au

Bunuba Dawangam Aboriginal Corporation RNTBC
PO Box 264
FITZROY CROSSING WA 6765

Dear Sir/Madam

Section 18 Minister's Consent for proposed Sub-Licence over portion of Lot 1701 on Deposited Plan 419014 between Bunuba Dawangamri Aboriginal Corporation RNTBC (BDAC) and Studio Schools Australia (SSA)

Thank you for your recent correspondence regarding permission to Sub-Licence portion of Lot 1701 on Deposited Plan 419014 currently licenced to BDAC for the operation of the Manjali Studio School. The Licence allows BDAC to Sub-Licence subject to the consent of the Minister for Lands.

In accordance with section 18 of the *Land Administration Act 1997* (LAA) approval from the Minister for Lands is granted to the proposed Sub-Licence provided to the Department of Planning, Lands and Heritage (Department) via email on 30 April 2024. The approval is given on the condition that the final Sub-Licence executed by the parties is on the same terms as the document provided in that email. If the final document executed by the parties is not on the approved terms, then it may be void under section 18 LAA.

Please note that this approval is for the purposes of section 18 LAA only and does not constitute an endorsement as to the terms and effect of the document.

Should you have any queries please do not hesitate to contact me.

Yours faithfully



Project Officer
Land Management North

30 April 2024

Postal address: Locked Bag 2506 Perth WA 6001 Email address: 142 William Street Perth WA 6000
Tel: (08) 6951 6000 info@dpnh.wa.gov.au www.dpnh.wa.gov.au
Agri 65 55 733 254

Annexure C: Written Consent of Native Title Party

BUNUBA DAWANGARRI ABORIGINAL CORPORATION

ICN: 7813 ABN: 60 365 218 771

[REDACTED]

Assistant Manager/ Land Management North
Department of Planning, Lands and Heritage
140 William Street
Perth WA 6000
Via email

[REDACTED]

Re: Kurrajong School Site/ Manjall School Land Tenure Yaranggi Station N050061 Lot 1701 of DP 419014 currently subject to Registered Sublease Ref: 120840065.

Dear [REDACTED]

Following the meeting on December 11 2023, Bunuba Dawangarrri Aboriginal Corporation RNTBC ICN 7813 (ABN 60 365 218 771) (BDAC) are writing to the Department to provide the required consents and confirmations as requested by the Department of Planning, Lands and Heritage (DPLH) for use and access the Kurrajong Bore Site on Yaranggi Station N050061 Lot 1701 of DP 419014 currently subject to Registered Sublease Ref: 120840065 for the purpose of development of the Studio Schools Australia Middle School.

It is the intention of BDAC to sub-licence this portion of land to Studio Schools Australia Ltd (ACN 697 122 644) ('SSA') for a term concurrent with BDAC's licence agreement. It is planning to agree to similar sub-licence terms as in the current agreement between BDAC and SSA for Yiramalay School approved by the Department on 30 September 2022.

At a properly constituted board meeting held May 25 2023, the board resolved to consent to a section 91 licence request at the Kurrajong site and subsequent sub-licence to Studio Schools Australia and authorise any two directors to sign the licence when finalised and authorised all necessary enquires and steps required to finalise the section 91 licence on their behalf. Since this time changes to the details of this section 91 licence request and the long term secure requested has been adjusted. However, the foundation consent to the section 91 licence remains. Further to this, as previously requested, BDAC confirms their request, requesting approval to enter into this sub-licence agreement pursuant to section 16 of the *Lands Administration Act 1997* (WA) under delegated Ministerial Authority.

In addition to the section 91 and sub-licence requests BDAC also wish to confirm to that their preferred tenure is now a management order to either Bunuba Dawangarrri Aboriginal Corporation

1

or Bunuba Operations Aboriginal Corporation, still to be confirmed, following the creation of new Crown reserve under section 41 of the *Lands Administration Act 1997* (WA) (Clause 14(2) Schedule 2 LAA). This would be for the purpose of "education and associated purposes." It is Bunuba's preference that the management order include power to lease and licence for terms up to 42 years.

Finally, BDAC confirm that they agree to negotiate an Indigenous Land Use Agreement for the management order now sought for the Manjali School Management order tenure. In doing so they acknowledge:

- a. This requires approval from the Minister for Lands to DPLH to enter ILUA negotiations.
- b. Parties reaching agreement on the terms of the ILUA and associated tenure grant/s.
- c. Approval of the Minister for Lands to the final 'in principle' ILUA agreement following negotiations.
- d. Authorisation of the ILUA in accordance with Bunuba's rulebook, which will require an authorisation meeting of all Bunuba native title holders.
- e. Registration of the ILUA by the NNTT, which will require submission of PBC Certification under regulations and the Bunuba rulebook.

BDAC intends to hold a board meeting in January. If the above needs further refinement or confirmation, BDAC suggests that required resolutions will be able to be passed, if the board sees fit and supports them, at that meeting.

For further enquiries please contact [REDACTED] Bunuba CEO on ceo@bunuba.com

Yours sincerely

[REDACTED]

9 January 2024

Annexure D: Written Consent of Pastoral Sub-Lessee



PARDOO BEEF CORPORATION PTY LTD ABN 5100 981 036

HEAD OFFICE L1 180 McCallum St Fremantle, Perth WA 6000
Tel: +61 8 9170 9548 Fax: +61 8 9170 9548

PARDOO STATION 64 Northern Highway, Port Hedland WA 6021
Tel: +61 8 9176 4030 Fax: +61 8 9176 4437

[Redacted]
Manager Land Management North
Department of Planning, Lands & Heritage
140 William Street
Perth WA 6000

Etovell [Redacted]

Dear [Redacted]

Re: Studio Schools of Australia at Yarranggi/Leopold Downs

Our paths cross again Sean on different subject - happy that we have finally reached our freehold milestone for Pardoo. Thank you again to you and the whole team for working with us to reach this important juncture for our company.

Buruba Aboriginal Corporation and Studio Schools of Australia (SSA) have met with our management team to discuss the need for the new proposed Middle School to be relocated to Yarranggi/Leopold Downs because of the flood rendering the previous location untenable. Pardoo gives full support to Buruba Aboriginal Corporation ICN 1349 to have the nominated 300-hectare area of land near Kurajong excised off the Yarranggi/Leopold Downs pastoral sub-lease (Ref 120840085) for the purposes of developing the SSA Middle School. The area is a portion of Lot 1701 on Deposited Plan 419014. Indicative site plans attached.

Buruba Aboriginal Corporation will apply for a special purpose Section 91 License to lease the excised area to Studio Schools of Australia to develop the new middle Studio School at Kurajong.

Pardoo Beef Corporation fully supports this application and considers this an important social and economic benefit for the community.

Yours sincerely,

[Redacted]
Chairman and Chief Executive Officer
26 April 2023

INDICATIVE SITE PLANS



ATTACHMENT 1B – ASIC COMPANY EXTRACT



ASIC

Australian Securities & Investments Commission

Australian Company

STUDIO SCHOOLS OF AUSTRALIA LTD
ACN 637 122 644

Extracted from ASIC's database at AEST 10:33:40 on 27/05/2024

| Company Summary |
|---|
| Name: STUDIO SCHOOLS OF AUSTRALIA LTD |
| ACN: 637 122 644 |
| ABN: 82 637 122 644 |
| Registration Date: 29/10/2019 |
| Next Review Date: 29/10/2020 |
| Status: Registered |
| Type: Australian Public Company, Limited By Guarantee |
| Locality of Registered Office: OSBORNE PARK WA 6017 |
| Regulator: Australian Securities & Investments Commission |
| Registered Charity |
| This company is registered as a charity with the Australian Charities and Not-for-Profits Commission (ACNC). For further information on the charity, including the address for service, details of responsible persons (for example company directors) and financial reports, search the Charities register at www.acnc.gov.au |


Further information relating to this organisation may be purchased from ASIC.



ATTACHMENT 1C - AUTHORISATION TO ACT ON BEHALF OF THE OCCUPIER

Attachment 1C - Authority to Act

May 14, 2024



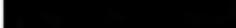

Chief Executive Officer
Studio Schools of Australia Ltd
24 Hasler Road
Osbourne Park, WA 6017

**Department of Water and
Environmental Regulation**
7 Ellam St,
Victoria Park WA 6100

To whom it may concern,

This letter serves to confirm authorisation for Ryan Smith to act on behalf of Studio Schools of Australia Ltd as their authorised agent/representative for receiving correspondence and documents from the Department of Water and Environmental Regulation.

Contact Details

Name: 
Company: Donald Cant Watts Corke
Phone: 
Email: 

We ask that you acknowledge this arrangement by interacting with Ryan Smith as if he were an official representative of our company. Thank you for your attention on this matter.

Sincerely,


Chief Executive Officer

Signed: 

Date: 14 May 2024

ATTACHMENT 2 - PREMISES MAP

Figure 1 provides the Prescribed Premises Boundary of the WWTP. The prescribed premises boundary has been constrained by the surrounding school activities such as the solar farm and egress tracks. A buffer of 10 metres (m) has been used around the effluent disposal area (inclusive of the 5 m buffer area) and a buffer of 2 m has been used for the WWTP area.

Figure 2 provides the regional location of the Manjali Studio School, and Figure 3 and Figure 4 show a detailed layout of the proposed WWTP and the effluent disposal field, respectively. The figures include site measurements and associated infrastructure.



Legend

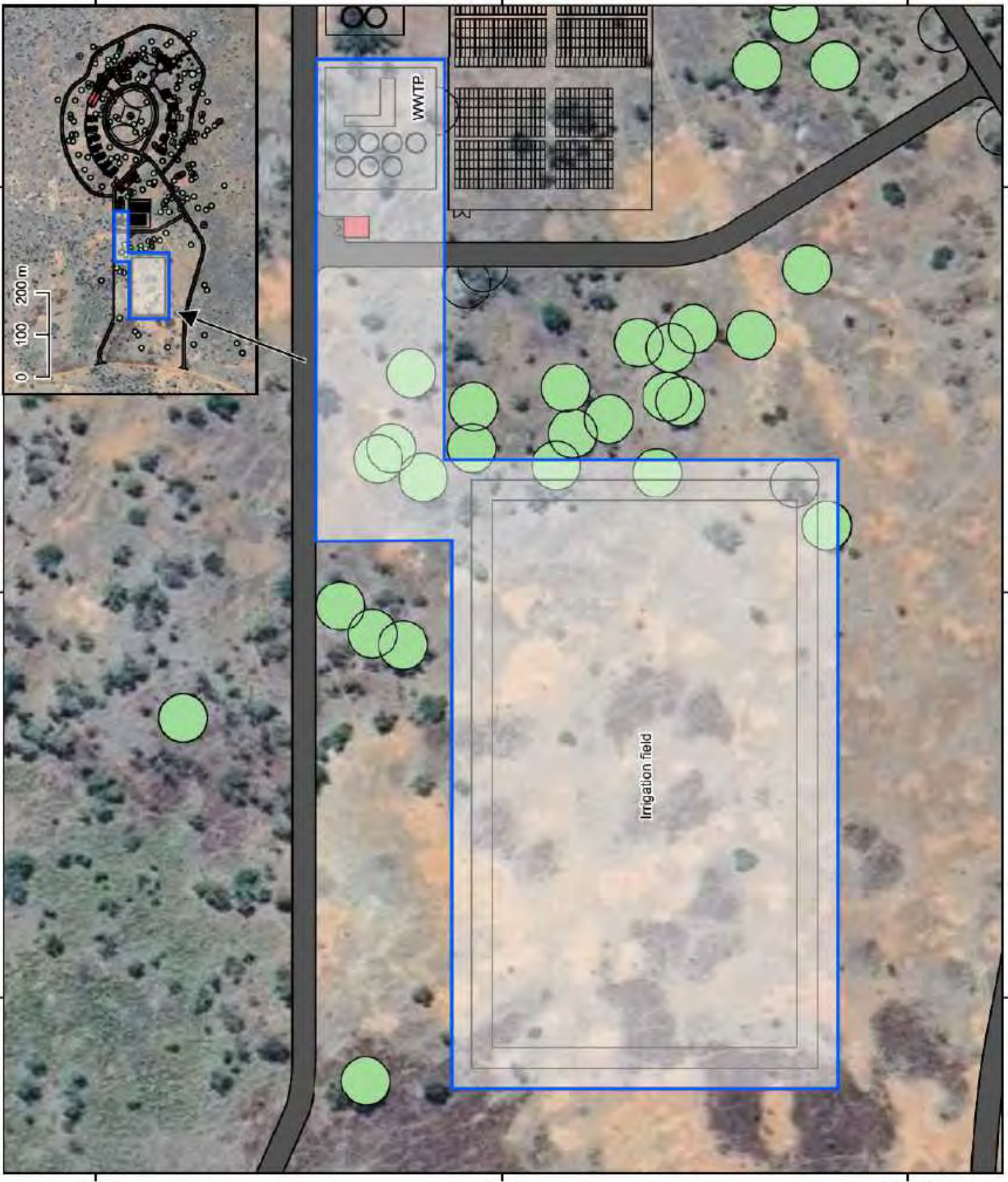
- Prescribed Premises Boundary
- Site Layout
- Track
- Building
- Trees

Imagery: Google Satellite







Figure 1: Prescribed premises boundary

GDA 2020 / MGA Zone 51

1:1,250 (A4)




Legend

-  Prescribed Premises Boundary
-  Balali Conservation Park (Devonian Reef) (DBCA-011)
-  Site Layout
-  Watercourses
-  Nearby Significant Locations
-  Roads (LGATE-195)

Imagery: Google Satellite

GDA 2020 / MGA Zone 51



1:60,000 (A4)



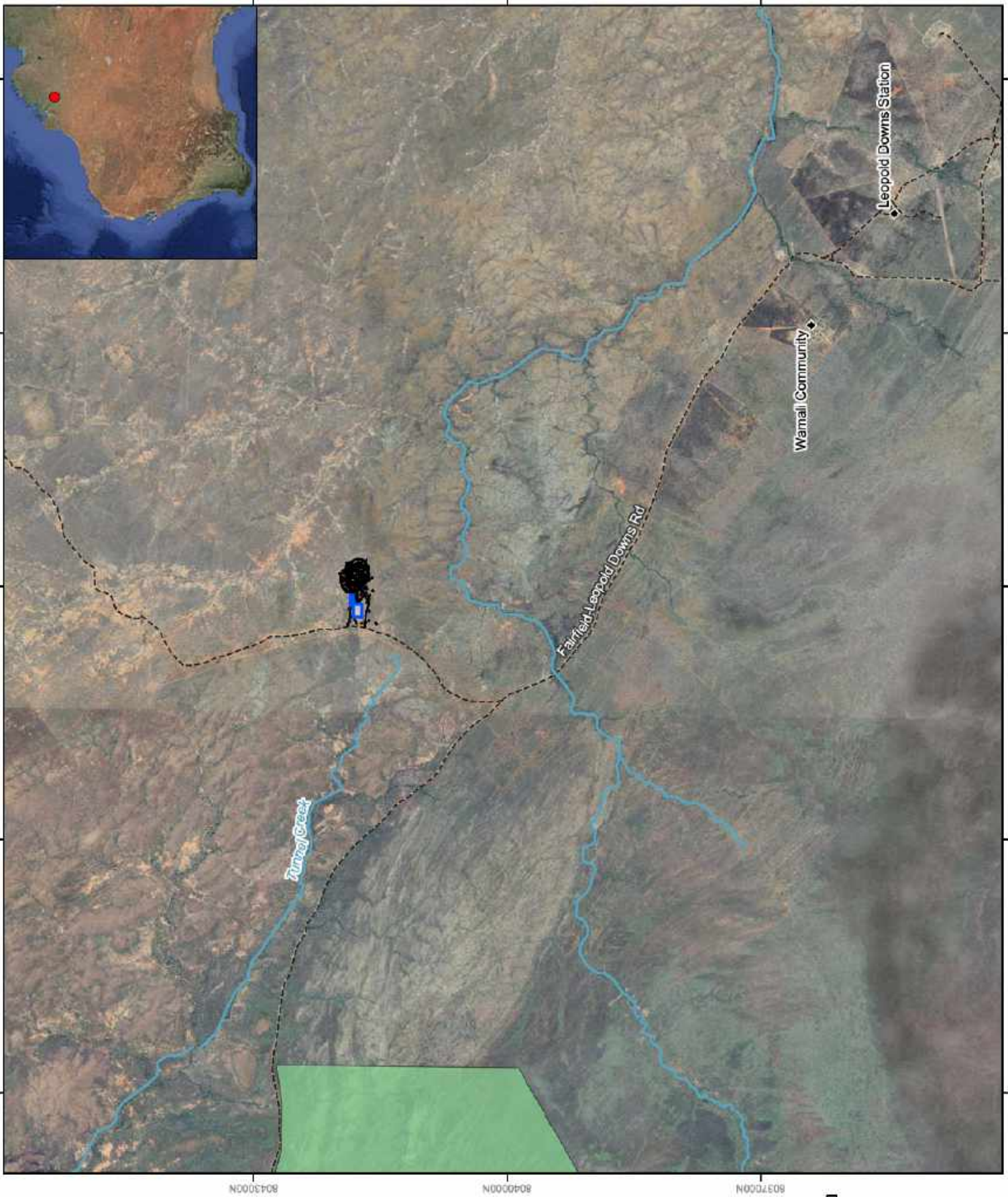


Figure 2: Regional Project location

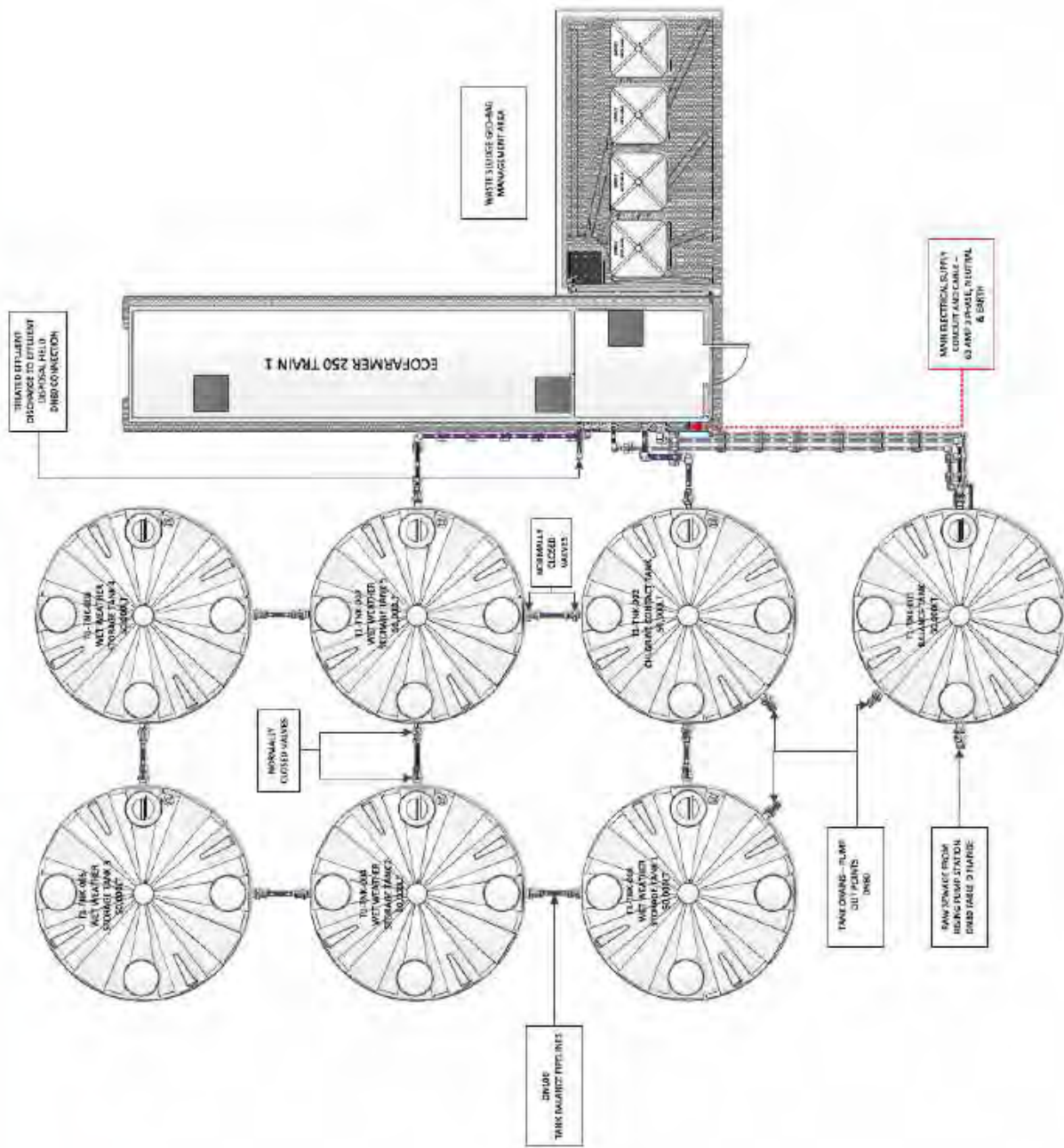
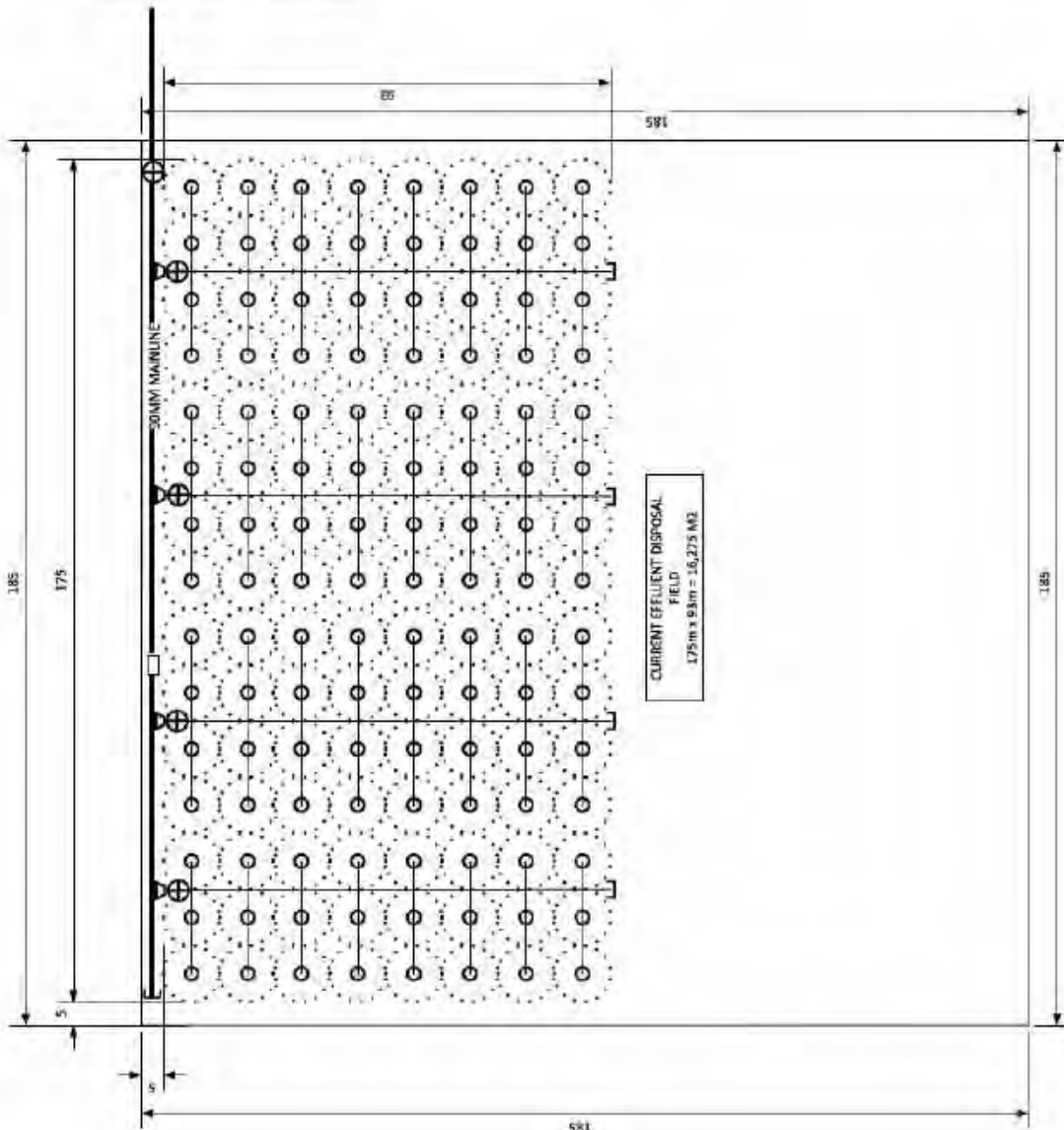


Figure 3: WWTP proposed layout

| | | | | | |
|---|----------------------------|---|---|---|-------------------------|
|  REGIONAL WATER TREATMENT SERVICES | DATE: 04/22/2018 BY: RL |  REGIONAL WATER TREATMENT SERVICES | CLIENT: HUTTONS GROUP PROJECT: WYMANVILLE WWTPL HULL WWTPL AND WYMANVILLE WWTPL IMPROVEMENT PLAN DECANTER, SS & WASTE MANAGEMENT STRENGTHENING | DRAWN BY: KEE PROJECT NO: RWTS-2018-03 DATE: 04/22/2018 SCALE: 1:500 | SHEET NO: 10/1 OF 10 |
|---|----------------------------|---|---|---|-------------------------|



50MM SDR13.5 LiLAC POLY PIPELINE FROM ECD 250-WWTP

5M WIND BUFFER ZONE AROUND EFFLUENT DISPOSAL FIELD

CURRENT EFFLUENT DISPOSAL FIELD
175m x 9.8m = 16,275 M2

TOTAL EFFLUENT DISPOSAL FIELD
175m x 17.5m = 30,625 M2

LEGEND

| SYMBOL | DESCRIPTION | QUANTITY |
|--------|--------------|----------|
| ⊕ | BALL VALVE | 5 |
| ⊙ | SPRINKLER | 120 |
| ┌ | FLUSH POINT | 4 |
| — | LATERAL LINE | 4 |
| — | SUB LATERAL | 32 |
| — | MAIN LINE | 1 |
| □ | JOINER | 9 |
| D | REDUCER | 4 |

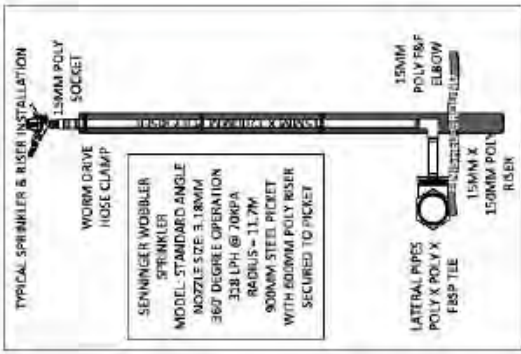


Figure 4: Effluent irrigation area layout

PROJECT: [REDACTED]

CLIENT: [REDACTED]

DATE: [REDACTED]

SCALE: 1:1000

PROJECT NO: [REDACTED]

DATE: [REDACTED]

SCALE: 1:1000

DESIGNED BY: [REDACTED]

CHECKED BY: [REDACTED]

DATE: [REDACTED]

PROJECT NO: [REDACTED]

DATE: [REDACTED]

SCALE: 1:1000

ATTACHMENT 3A – ENVIRONMENTAL COMMISSIONING

In accordance with the Department of Health (DoH) *National Guidelines for Water Recycling: Managing Health and Environmental Risks 2006* (DoH Guidelines). (DoH, 2011), monitoring will be undertaken to validate, operate and verify the system. Validation monitoring is conducted during commissioning to ensure its adequacy to treat the wastewater and to confirm the system is properly set up. This will be conducted by obtaining influent and effluent samples for at least six weeks. The samples will be analysed against the parameters in Table 1.

Once a treatment system has undergone validation testing and satisfied water quality compliance requirements, the WWTP will be considered to be fully commissioned.

It should be noted that during commissioning treated wastewater discharged to the environment may on occasions have higher contaminant concentrations. This is unavoidable but short-term (approximately six weeks) and monitoring will occur frequently during this period (see above). Environmental impacts are therefore expected to be minor in the context of a 12 month discharge, and nutrient loading will still be maintained within the guideline levels stated in Water Quality Protection Note 22 – Irrigation with nutrient rich wastewater (WQPN) (Department of Water (DoW), 2004).

It is proposed that commissioning and time-limited operations be assessed as part of the works approval, with the licence being implemented (separate application) once these activities have been completed.

Table 1: Validation and verification monitoring (DoH, 2011)

| Parameter | Low ERL effluent compliance value | Influent monitoring frequency | Effluent monitoring frequency |
|---------------------------------|--|-------------------------------|-------------------------------|
| <i>E. coli</i> | <1000 colony forming units (cfu)/100 millilitres | Weekly | Weekly |
| Biochemical Oxygen Demand (BOD) | <20 milligrams/Litre (mg/L) | Not Required | Weekly |
| Suspended Solids (SS) | <30 mg/L | Not Required | Weekly |
| pH | 6.5 – 8.5 | Continuous Online (or weekly) | Continuous Online |
| Turbidity | Not Listed | Continuous Online (or weekly) | Continuous Online |
| Disinfection | Cl 0.2 – 2 mg/L residual | NA | Continuous Online |
| <i>Coliphages</i> | Not Listed | Fortnightly | Weekly |
| <i>Clostridia</i> | Not Listed | Fortnightly | Weekly |

All external analyses will be conducted at a National Association of Testing Authorities (NATA) accredited laboratory. Verification testing will be used to confirm that the WWTP is meeting water quality compliance values, and uses the same parameters used for validation testing.



3A.2 TIME LIMITED OPERATIONS

Once environmental commissioning is complete, a period of 180 days time-limited operations is proposed for the purpose of transitioning to operations under a Licence.

ATTACHMENT 3B - PROPOSED ACTIVITIES

3B.1 PRESCRIBED PREMISES CATEGORIES

This works approval application has been submitted to obtain approval under Part V of the EP Act for the development of a WWTP to service the Manjali Studio School. Table 2 shows the relevant details and classification for the proposed, prescribed premises, under Schedule 1 of the Environmental Protection Regulations 1987.

Table 2: Prescribed premises category details

| Category | Category capacity | Design capacity | Expected throughput |
|---------------------|---|---------------------------|---------------------------|
| B5: Sewage Facility | More than 20 but less than 100 m ³ or more per day | 75 m ³ per day | 50 m ³ per day |

3B.2 WASTEWATER TREATMENT PLANT

DESIGN AND CONSTRUCTION

The WWTP will receive and treat sewage from the Manjali Studio School (approximately 140 students and supporting staff). The proposed WWTP will be located to the north-west of the Manjali School site (Figure 1).

The estimated throughput of the WWTP will be approximately 50 m³ per day, comprising of SS, biodegradable organics, pathogens and nutrients, however the composition and quantity of wastewater produce will vary. The maximum design capacity is predicted to be 75 m³ per day.

Treatment Plant

The WWTP will follow the design specifications for the Ecofarmer 250 SBR Hybrid WWTP listed below:

- Five 50,000 litre (L) wet weather storage tanks;
- One 50,000 L raw sewage flow balance tank;
- One 50,000 L chlorine contact tank;
- One sequential batch reactor and plant room;
- Process pump, aeration pump, balance pump, disinfection pump, alkalinity support pump and nutrient reduction pump;
- Carbon support tank;
- Digester blower;
- Chemical, disinfection, alkalinity support and nutrient reduction dosing system;
- Discharge flow meter;
- Human Machine Interface Screen (HMI) (Australian Standard) with fully adjustable cycles and remote monitoring capabilities; and



- Audible and visual alarm.

Effluent Irrigation Field

A single effluent irrigation field will be located west of the Manjali Studio School (Figure 1). The effluent disposal area has been designed to accommodate potential increases in the volume of effluent disposal. The current effluent disposal field is approximately 1.71 hectares (ha).

The effluent disposal field is connected to WWTP via a 90 millimetres DR13.6 lilac poly pipeline which delivers treated effluent to 120 sprinklers (with associated risers). Each sprinkler is approximately 1.2 m high with 360 degrees of operation and will be spaced uniformly to provide an even distribution of wastewater across the entire area.

A 5 m wind buffer zone will be constructed around the effluent disposal field to prevent unintentional contact.

Power and Water Supply

Power will be delivered to the WWTP from an on-site solar farm and battery system located immediately to the south.

Water will be sourced from a nearby groundwater bore. SSA's application for a 5C licence is currently being assessed.

Alarm System

High level warning limits and high level alarm limits will be employed to notify the WWTP operator that the system is performing outside recommended guidelines. Alarms will be recorded during the weekly servicing checklist should any occur.

PROCESS DESCRIPTION

The WWTP will be designed to treat and dispose of wastewater generated from up to 200 people, at the Manjali Studio School. The estimated throughput is however anticipated to treat wastewater generated from approximately 140 people. An allowance of 250 L per person per day has been used to estimate a maximum throughput of 50 m³ per day.

The WWTP will operate in a seven-step mode over six, four hour cycles per day (default timings for normal load operation):

1. Aeration (150 minutes);
2. Anoxic (90 minutes);
3. Settling (60 minutes);
4. Decant purge (150 seconds);
5. Decant time out (30 minutes);
6. Refill phase; and
7. Idle phase.

Each cycle is a sequence of multiple aeration & anoxic cycles followed by settling, decanting and re-filling. Each sequence is fully adjustable for optimum treatment and nutrient removal based on site conditions through the HMI screen.

Inputs and Outputs

The primary input to the WWTP will be organic wastewater produced from the Manjali Studio School's facilities (including toilets, drainage from utility stores, grease traps, wet lab sink and floor drains). Following treatment through the WWTP, the wastewater will be tested against a range of parameters (Table 2) to ensure DoH Guidelines (DoH, 2011) are complied with. If the tests confirm that treatment has been successful, the treated effluent will be discharged to the irrigation field. Treated effluent that is unsuitable for discharge will be retreated.

The primary output from the WWTP will be up to 75 m³/day per day of treated (but non-potable) water of the quality outlined in Table 3. Treated wastewater will be discharged to the irrigation field via sprinklers. Sludge from the WWTP will be collected by the sludge tank and periodically removed off-site by an appropriately licensed carrier.

Table 3/ Water quality requirements for WWTP input and discharge

| Water quality parameter | Units | Influent | Discharge quality requirements |
|-------------------------|-------------|-----------|--------------------------------|
| pH | pH units | 6.5 - 8.5 | 6.5 - 8.5 |
| BOD | mg/L | 300 | <20 |
| SS | mg/L | 300 | <30 |
| Total Nitrogen | mg/L | 80 | <20 |
| Total Phosphorous | mg/L | 20 | <8 |
| Faecal Coliform | cfu/ 100 ml | - | <1,000 |
| Total Coliform | cfu/100 ml | - | <1,000 |
| E. coli | cfu/100 ml | - | <1,000 |

Effluent Quality Specifications

Wastewater will be treated to a 'low exposure risk level (ERL)' quality as outlined in the DoH Guidelines. This level of risk exposure states that potential end uses of the treated wastewater must have a low level of human contact. The treated wastewater contained in the SBR irrigation tanks will comply with the requirements of low ERL.

Low ERL parameters are described below in Table 4 as outlined in the DoH Guidelines. Once the WWTP is operational, water quality monitoring will be conducted as per Table 4 to meet DoH and DWER licensing requirements. External analyses will be conducted at a NATA-accredited laboratory.



Table 4: Performance standards of the proposed WWTP (ERL)

| ERL Potential End Uses | Validation (and Verification) Monitoring | | | |
|---|--|---------------------------|-------------------------------|-------------------------------|
| | Parameter | Effluent Compliance Value | Influent Monitoring Frequency | Effluent Monitoring Frequency |
| Low: end uses with a low level of human contact | E.coli | <1000 cfu/100 ml | Weekly | Twice/week |
| | BOD | <20 mg/L | Not required | Twice/week |
| | SS | <30 mg/L | Not required | Twice/week |
| | pH | 6.5–8.5 | Continuous online (or weekly) | Continuous online |
| | Disinfection (if used) | Cl: 0.2–2.0 mg/L residual | NA | Continuous online |

Treated wastewater will be mixed with reject water from the nearby reverse-osmosis (RO) plant and disposed of via a dedicated non-human contact effluent irrigation field designed to suit a minimum of 1.71 ha plus 5.0 m spray drift buffer. To determine the appropriate minimum size of the irrigation area for wastewater disposal, Table 5 shows TP and TN loading figures calculated in line with WQPN 22 (DoW, 2008). Using these calculations, an irrigation area of at least 1.71 ha is required, to ensure that sufficient surface area is available to minimise the likelihood of nutrient loading. The current effluent disposal area has therefore been designed to be at least 1.71 ha in size.

Table 5: Minimum irrigation area required (DoW, 2008)

| Description | Value | Unit |
|-------------------------------|-------------|--------------------------|
| Total Maximum Daily Flow | 75 | m ³ /day |
| RO Reject Volume | 23 | m ³ /day |
| Total Discharge | 98 | m³/day |
| Nitrogen Calculation | | |
| Effluent N, mg/L criteria | <20 | mg/L |
| N discharge, daily | 1.5 | kgN/day |
| N discharge, annum | 547.5 | kgN/year |
| Disposal area load limit* | 480 | kgN/hectare/year |
| Area required | 1.14 | ha |
| Phosphorus Calculation | | |
| Effluent P, mg/L criteria | <7.5 | mg/L |
| P discharge, daily | 0.56 | kgP/day |
| P discharge, annum | 205.3 | kgP/year |
| Disposal area load limit* | 120 | kgP/hectare/year |
| Area required | 1.71 | ha |

*Based on soil vulnerability category D - fine grained soils' (DoW, 2008).



ATTACHMENT 5 - OTHER APPROVALS AND CONSULTATION

5.1 ENVIRONMENT PROTECTION AND BIODIVERSITY CONSERVATION ACT 1999

No approval is expected to be required under the *Environmental Protection and Biodiversity Conservation Act 1999* as there are no foreseeable impacts to Matters of National Environmental Significance.

5.2 PART IV OF THE EP ACT

No approval is expected to be required under Part IV of the EP Act as there are no impacts that would be considered significant, and all can be regulated under Part V of the EP Act.

5.3 PART V OF THE EP ACT

No other approvals under Part V of the EP Act are required for the Manjali Studio School.

5.4 HEALTH ACT 1911

SSA is currently applying for approval from DoH and the Shire of Derby/West Kimberly for installation of the new WWTP and on-site disposal of wastewater.

5.5 RIGHTS IN WATER AND IRRIGATION ACT 1914

SSA has submitted an application for a 5C licence to take groundwater and is currently being assessed.

5.6 LAND ADMINISTRATION ACT 1997

SSA has submitted a development application with the Shire of Derby/West Kimberly and is currently being assessed.

5.5 STAKEHOLDER CONSULTATION

The SSA stakeholder consultation strategy has identified key external stakeholders and determined how they will be impacted by the development of the WWTP. SSA has consulted with the key stakeholders regarding the WWTP as part of the development of the Manjali Studio School, these stakeholders are listed below:

- Shire of Derby;
- Department of Water and Environmental Regulation;



- Traditional Land Owners – Bunuba Region; and
- DoH.

This works approval application will be advertised for public comment as per DWER's standard procedure.

ATTACHMENT 6A - EMISSIONS AND DISCHARGES

Table 6 details all potential emissions and discharges from the WWTP during the construction, commissioning and operations phase.

Controls will be implemented during construction, commissioning and operation of the WWTP to minimise the risk of emissions impacting the environment.

Table 6: Potential emissions and discharges from the Prescribed Premises

| Source of emission/dischARGE | Emission/dischARGE type | Volume and frequency | Proposed controls |
|--|-------------------------|--|---|
| Construction | | | |
| Vehicle movements, construction machinery. | Noise. | Exact noise emissions are unable to be quantified however they are not expected to be excessive given the small scale and pre-fabrication nature of the activities. Noise will not impact receptors as the nearest receptor, the Yiramalay / Wamali Remote Aboriginal Community, is located approximately 6.4 km southeast of the premises. | No specific controls proposed or expected to be required. |
| Commissioning and Operations | | | |
| Vehicle movements, pumps, aeration units and generators. | Noise. | Exact noise emissions are unable to be quantified however they are not expected to be excessive given the simple process and small scale of the activities. Noise will not impact receptors as the nearest receptor, the Yiramalay / Wamali Remote Aboriginal Community, is located approximately 6.4 km southeast of the premises. | No specific controls proposed or expected to be required. |
| Discharge of treated wastewater to irrigation field. | Wastewater discharges. | Up to approximately 75 m ³ /day, on an intermittent basis. | Management: <ul style="list-style-type: none"> • Low ERL wastewater will be disposed to land if required within a designated effluent irrigation area calculated to comply with WQPN 22 (refer to Section 4.1.3) (DoW, 2004); • Irrigation will be designed such that run-off, spray drift or other discharge will not occur beyond the boundary of the irrigation area; |



| Source of emission/ discharge | Emission/ discharge type | Volume and frequency | Proposed controls |
|---|--------------------------|--|---|
| | | | <ul style="list-style-type: none"> • Wastewater will be evenly distributed over the irrigation area to prevent soil erosion and pooling; • Irrigation is to be minimised during significant rainfall events to prevent potential discharges to surface water flows. Suitable storage will be maintained in the treated wastewater tank in case irrigation cannot occur for several days; and • Appropriate fencing and signage will be installed at the irrigation area as per DoH requirements. <p>Monitoring:</p> <ul style="list-style-type: none"> • All wastewater samples will be collected in accordance with AS/NZS 5667.10; • Samples will be submitted to a laboratory with current NATA accreditation for the parameters to be monitored; • Verification and validation monitoring will be conducted in accordance with DoH Guidelines (DoH, 2011) during commissioning to ensure its adequacy to treat the wastewater and to confirm the system is properly set up; • Operational monitoring will be conducted in accordance with DoH Guidelines (DoH, 2011) and Licence requirements (licence application to be submitted separately); and • A flow meter will be installed to record the volume of treated wastewater discharged to the irrigation area. |
| Leaks or spills of wastewater from tanks or pipelines during operation or sludge removal. | Wastewater discharges. | Unintentional discharge. A worst case scenario would be a complete rupture of the 50,000 L Balance Tank. | <p>Management:</p> <ul style="list-style-type: none"> • All wastewater storage components of the WWTP will be impermeable; • The WWTP will be installed as per manufacturer specifications; • Sufficient freeboard will be maintained within each tank to ensure overspill does not occur; • Any incident involving a spill of untreated sewage will be responded to immediately with contaminated soil removed and taken by a licensed transporter to a licensed facility. Remediation actions will be taken to minimise the risk of reoccurrence; • Sludge generated from the treatment process will be stored in separate sludge storage tanks and pumped directly from the tanks during sludge removal to avoid spillage; and • Sludge is to be removed on an annual basis in accordance with the Environmental Protection |



| Source of emission/ discharge | Emission/ discharge type | Volume and frequency | Proposed controls |
|-------------------------------|--------------------------|---|---|
| | | | <p>(Controlled Waste) Regulations 2004.</p> <p>Monitoring:</p> <ul style="list-style-type: none"> All pipelines will be inspected on a regular basis for leaks or damage; The WWTP is to be inspected prior to filling with water to ensure it has been constructed according to manufacturer specifications; and Fresh water will be used to test the WWTP for leaks prior to filling with wastewater. |
| Sludge and storage tanks. | Odour. | <p>Exact odour emissions are unable to be quantified however they are not expected to be excessive given the relatively small scale of the WWTP.</p> <p>Odour will not impact receptors as the nearest receptor, the Yiramalay / Wamali Remote Aboriginal Community, is located approximately 6.4 km southeast of the premises.</p> | <p>The WWTP has been designed as a containerised system with enclosed balance tank and treated effluent/ irrigation tank to ensure odour levels are kept to a minimum. The WWTP will be appropriately designed and operated to mitigate the risk of odour emissions. Inspection and maintenance will be undertaken daily. Standard maintenance procedures are expected to effectively mitigate the risk of odour emissions.</p> |

ATTACHMENT 7 – SITING AND LOCATION

7.1 LOCAL AND REGIONAL CONTEXT

The Project is located approximately 61 km to the northwest of Fitzroy Crossing and 34 km north of Great Northern Highway, in the Kimberly region of WA (Figure 2).

The Project lies within the Mount Eliza subregion of the Central Kimberly Bioregion (Beard, 1980). The Mount Eliza subregion is located on the southwestern edge of the Kimberley Craton. It is very rugged with intense folding and exposure of rock strata. The geology includes shales, granites, sandstones, dolerites and volcanics. The vegetation is primarily savannah woodland and there are scattered vine thickets towards western end (Department of Conservation and Land Management, 2002).

7.2 LAND USE

The Project lies on land held by the Bunuba People who have lived on the land and waters in the Fitzroy Valley for thousands of years. The Project lies within the Bunuba Native Title (WC1999/019) determination area. No recorded Registered or Other Aboriginal Heritage sites have been recorded within or in proximity to the prescribed premises. The closest recorded Registered Aboriginal Heritage site is listed as 'GORGE' (ACH-0001336) and is 10 km to the northwest.



7.3 DISTANCE TO NEAREST SENSITIVE LAND USES

The Project is approximately 6.4 km to the northwest of the Yiramalay/Wamali Remote Aboriginal Community (Figure 2).

Tunnel Creek, a minor tributary, is the nearest watercourse to the Project and is located approximately 1 km to the southwest. Tunnel Creek is part of the Lennard River Basin and drains into the Timor Sea.

ATTACHMENT 10 – PROPOSED FEE CALCULATION

The proposed fee for the works approval application is [REDACTED] and was determined using the Industry Licencing System Fee Calculator (<https://ils.dwer.wa.gov.au/#FeesExampleW>). The fee was determined using the following inputs:

- Prescribed Premises Category: Sewage Facility;
- Capacity Range: More than 20 but not more than 100 cubic metres per day; and
- Premises construction cost: [REDACTED] (ex GST).

A detailed cost breakdown is included in Table 7.

Table 7: Cost Breakdown for Works Approval Application

| Category | Capacity Range | Fee |
|------------------------------|---|------------|
| Category B5: Sewage Facility | More than 20 but less than 100 cubic metres per day | [REDACTED] |

GLOSSARY

| Term | Meaning |
|----------------|--|
| cfu | Colony forming units |
| DoH | Department of Health |
| DoH Guidelines | Department of Health National Guidelines for Water Recycling: Managing Health and Environmental Risks 2006 |
| DoW | Department of Water |
| DWER | Department of Water and Environmental Regulation |
| EP Act | <i>Environmental Protection Act 1986</i> |
| HMI | Human machine interface |
| km | Kilometres |
| L | Litre |
| m | Metre |
| m ³ | Cubic metres |
| mg/L | Milligrams per litre |
| NATA | National Association of Testing Authorities |



| Term | Meaning |
|---------|---|
| Project | Development and operation of Manjali Studio School Wastewater Treatment Plant |
| SSA | Studio Schools Australia Ltd |
| WA | Western Australia |
| WQPN | Water Quality Protection Note 22 – Irrigation with nutrient rich wastewater |
| WWTP | Wastewater Treatment Plant |

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