

## Deed of Variation of St Marys State Development Agreement

**The Minister for Planning and Infrastructure**

**Roads and Maritime Services**

**St Marys Land Limited**

**Lend Lease Development Pty Limited**

**ComLand Limited**

**Lend Lease Corporation Limited**

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<b>Date</b>	2012
<b>Parties</b>	
1.	<b>The Minister for Planning and Infrastructure</b> of Level 31 Governor Macquarie Tower, 1 Farrer Place, Sydney, New South Wales ( <i>Minister</i> );
2.	<b>Roads and Maritime Services</b> (formerly Roads and Traffic Authority of New South Wales) of Level 9, 101 Miller Street, North Sydney, New South Wales ( <i>RMS</i> );
3.	<b>St Marys Land Limited</b> (ABN 32 088 278 602) of Level 4, 30 The Bond, 30 Hickson Road, Sydney, New South Wales ( <i>Landowner</i> );
4.	<b>Lend Lease Development Pty Limited</b> (ABN 33 000 311 277) of Level 4, 30 The Bond, 30 Hickson Road, Sydney, New South Wales ( <i>LLD</i> );
5.	<b>ComLand Limited</b> (ABN 85 088 278 451) of Level 4, 30 The Bond, 30 Hickson Road, Sydney, New South Wales ( <i>ComLand</i> ); and
6.	<b>Lend Lease Corporation Limited</b> (ABN 32 000 226 228) of Level 4, 30 The Bond, 30 Hickson Road, Sydney, New South Wales ( <i>LLC</i> ).
<b>Recitals</b>	
A	The Landowner owns the Land.
B	The Landowner and LLD are jointly developing the Land.
C	In 1999, the Transport Management Study for St Marys was prepared in consultation with a technical reference group comprising RMS (named Roads and Traffic Authority of New South Wales at the time), the Department, Penrith Council, Blacktown Council and the NSW Environment Protection Authority.
D	The Land is subject to the REP which was published in the Government Gazette on 19 January 2001. The Commonwealth Government announced that the part of the Land listed on the Register of the National Estate would be preserved from development, which reduced the developable area of the Land by 33% from that contemplated by the 1999 TMS.
E	On 13 December 2002, the Parties entered into the State Development Agreement.
F	On 24 May 2004, the Parties entered into the Deed of Amendment.
G	The State Development Agreement describes the dedications, contributions and works which the Joint Venture was required to make, as at the date of the State

- Development Agreement, by Law (including under the Act) to carry out the Development.
- H ComLand and LLC agreed to guarantee the obligations of the Joint Venture under the State Development Agreement, as varied by the Deed of Amendment.
- I The State Development Agreement details the Eastern Precinct Road Works and contains a process for the assessment and determination of the Balance Road Works.
- J The REP, the EPS and relevant provisions of the Act (without limiting any other Law) provide the structure to deal with the environmental planning issues associated with the development of the Land.
- K In May 2004, the Department commissioned the Traffic Modelling Study.
- L On 15 November 2004, the Blacktown Development Agreement was entered into.
- M On 20 December 2006, the Penrith Planning Agreement was entered into.
- N In 2007, the St Marys Development Transport Management Study was prepared in consultation with a technical reference group comprising RMS (named Roads and Traffic Authority of New South Wales at the time), the Department, Penrith Council and Blacktown Council.
- O The transport committee established under clause 16.4 of the State Development Agreement, as originally signed, comprising the Department, RMS (named Roads and Traffic Authority of New South Wales at the time), the Ministry of Transport, Penrith Council, Blacktown Council and the Joint Venture, has endorsed the 2007 TMS which specifies the Balance Road Works.
- P In recognition of the agreement of the Balance Road Works, the Parties have agreed to vary the State Development Agreement.
- Q In accordance with the provisions of clause 16.7 of the State Development Agreement, the Parties have agreed to vary clause 16 of the State Development Agreement.
- R In accordance with clauses 23.12, 24.12 and 25.12 of the State Development Agreement, the Parties have agreed to vary the guarantees in clauses 23, 24 and 25 of the State Development Agreement.
- S In December 2008 the Premier of New South Wales announced a series of reforms designed to stimulate the State's housing industry. That decision prompted a change in the Department's planning policies relating to the framework for levying State infrastructure contributions. These policy changes are reflected in Planning Circular (PS 08-017) published by the Department on 23 December 2008 (the **December 2008 Decision**).

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T	The Parties have agreed to vary the State Development Agreement to reflect the contributions which the Joint Venture is required to make following the December 2008 Decision.
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It is agreed as follows.

## 1. Interpretation

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### 1.1 Definitions

The following definitions apply unless the context requires otherwise.

**1999 TMS** means the *1999 Transport Management Study for St Marys* prepared by Sinclair Knight Merz referred to in recital C.

**2007 TMS** means the *St Marys Development Transport Management Study* dated December 2007 and prepared by Sinclair Knight Merz referred to in recital N, which replaces the 1999 TMS and incorporates the entire Penrith Council Local Government Area and the western confines of the Blacktown Council Local Government Area.

**Act** means the *Environmental Planning and Assessment Act 1979*.

**Balance Road Works** has the meaning given to that term in the State Development Agreement.

**Blacktown Development Agreement** means the *St Marys Development Agreement* dated 15 November 2004 between Blacktown Council and the Joint Venture, as varied from time to time.

**December 2008 Decision** means the decision of the Premier of New South Wales referred to in recital S.

**Deed of Amendment** means the Deed of Amendment to the St Marys Development Agreement dated 24 May 2004 between the Parties and others.

**Department** means the Department of Planning and Infrastructure.

**Eastern Precinct Road Works** has the meaning given to that term in the State Development Agreement.

**EPS** means the *St Marys Environmental Planning Strategy 2000*.

**Joint Venture** means the Landowner and LLD, severally each for a one half share only of the joint venture interests (including obligations) under the State Development Agreement, as varied by this Deed.

**Land** means the Land to which the REP applies as described in clause 2 of the REP.

**Local Government Area** means an area proclaimed under section 204(1) of the *Local Government Act 1993*.

**Party** means a Party to this Deed.

**Penrith Planning Agreement** means the *St Marys Penrith Planning Agreement* dated 20 December 2006 between Penrith Council and the Joint Venture, as varied from time to time.

**REP** means *Sydney Regional Environmental Plan No 30 – St Marys* made by the Minister under section 51 of the Act.

**Required Works** has the meaning given to that term in the State Development Agreement.

**State Development Agreement** means the St Marys Development Agreement dated 13 December 2002 between the Parties and others, as varied by the Deed of Amendment.

**State Parties** means the relevant Party of the Minister or RMS, as the case requires.

**Traffic Modelling Study** means the 2004 Sims Varley Traffic Study which has been used as the basis for assessing the road infrastructure requirements in the 2007 TMS.

## 1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise.

- (a) The **singular** includes the plural and conversely.
- (b) A **gender** includes all genders.
- (c) Where a **word** or **phrase** is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to any **party** to this Deed or any other agreement or document includes the party's successors and assigns.
- (e) A reference to a **person, corporation, trust, partnership, unincorporated body** or other entity includes any of them.
- (f) **Clause, schedule** or **annexure** means a clause of, annexure to or schedule to this Deed.
- (g) A reference to any **agreement** or **document** is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Deed.
- (h) A reference to any **legislation** or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.
- (i) Unless stated otherwise, **one provision** does not limit the effect of another.
- (j) A reference to **conduct** includes, without limitation, any omission, statement or undertaking, whether or not in writing.
- (k) A word or phrase which is used in this Deed and is defined in the State Development Agreement (including the variations in the Schedules to this Deed) but is not defined in this Deed has the meaning given in the State Development Agreement (including the variations in the Schedules to this Deed).

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## 2. Transport Management Study

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The Parties agree that:

- (a) the 2007 TMS has been prepared in accordance with the State Development Agreement, the REP, the EPS and the relevant provisions of the Act and replaces the 1999 TMS;
- (b) the 2007 TMS has been prepared primarily to reflect the reduction in developable area arising from the Commonwealth Government announcing that the part of the Land listed on the Register of the National Estate would be protected from development, and to define the Balance Road Works; and
- (c) the transport committee established under clause 16.4 of the State Development Agreement, as originally signed, comprising the Department, RMS (named Roads and Traffic Authority of New South Wales at the time), Ministry of Transport, Penrith Council, Blacktown Council and the Joint Venture, has endorsed the 2007 TMS.

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## 3. Required Works

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The Parties agree that the Joint Venture's obligation to contribute to the Required Works is detailed in:

- (a) the State Development Agreement, as varied by this Deed;
- (b) the Blacktown Development Agreement; and
- (c) the Penrith Planning Agreement.

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## 4. Variations

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- (a) The Parties agree that this Deed is entered into in accordance with clause 3.3 of the State Development Agreement.
- (b) The Parties agree that from the date of this Deed the State Development Agreement is varied as set out in Schedule A to reflect the agreement reached in relation to the Balance Road Works and in relation to other transport priorities and plans.
- (c) The Parties agree that from the date of this Deed the State Development Agreement is varied as set out in Schedule B to reflect the contributions which the Joint Venture is required to make following the December 2008 Decision in relation to the Development and in relation to other agreed variations.
- (d) In all other respects the provisions of the State Development Agreement are confirmed by the Parties.

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## 5. Notices

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Any notice given under this Deed may be given in any manner permitted by the State Development Agreement.

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## 6. GST

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### 6.1 Definitions

**Adjustment Note** has the meaning given by the GST Law.

**Consideration** has the meaning given by the GST Law.

**GST** has the meaning given by the GST Law.

**GST Amount** means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.

**GST Group** has the meaning given by the GST Law.

**GST Law** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Input Tax Credit** has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a Party includes an Input Tax Credit for an acquisition made by that Party but to which another member of the same GST Group is entitled under the GST Law.

**Taxable Supply** has the meaning given by the GST Law excluding the reference to section 84-5 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Tax Invoice** has the meaning given by the GST Law.

### 6.2 GST to be added to amounts payable

If GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration. This clause does not apply to the extent that the Consideration for the Taxable Supply is expressly agreed to be GST inclusive.

### 6.3 Tax Invoice and Adjustment Note

No payment of any amount pursuant to clause 6.2, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.

### 6.4 Liability net of GST

Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a Party, must exclude the amount of any Input Tax Credit entitlement of that Party in relation to the relevant cost, expense or other liability.



## 6.5 GST obligations to survive termination

This clause 6 will continue to apply after expiration or termination of this Deed.

## 7. Entire Agreement

This Deed contains the entire agreement of the Parties with respect to its subject matter. It sets out the only conduct relied on by the Parties and supersedes all earlier conduct by the Parties with respect to its subject matter.

## 8. Stamp Duty and Costs

- (a) The Joint Venture shall pay any stamp duty (including fines and penalties) chargeable on this Deed. The Joint Venture indemnifies each other Party on demand against any liability for that stamp duty.
- (b) The Joint Venture must reimburse RMS for legal costs incurred in relation to the preparation and negotiation of this Deed and any works authorisation deed, or equivalent, up to a maximum amount of \$15,000 (exclusive of GST) payable within 20 Business Days after receipt of a Tax Invoice addressed to Maryland Development Company Pty Limited (ABN 45 069 368 896), which is the company operated for the Development by the Joint Venture.
- (c) The Joint Venture must reimburse the Department for legal costs incurred in relation to the preparation and negotiation of this Deed up to a maximum amount of \$15,000 (exclusive of GST) payable within 20 Business Days after receipt of a Tax Invoice addressed to Maryland Development Company Pty Limited (ABN 45 069 368 896), which is the company operated for the Development by the Joint Venture.
- (d) The Joint Venture must reimburse the Department for the costs of exhibition and notification of this Deed up to a maximum amount of \$3,500 (exclusive of GST) payable within 20 Business Days after receipt of a Tax Invoice addressed to Maryland Development Company Pty Limited (ABN 45 069 368 896), which is the company operated for the Development by the Joint Venture.

## 9. Further Assurances

Each Party shall take all steps, execute all documents and do everything reasonably required by any other Party to give effect to any of the transactions contemplated by this Deed.

## 10. Counterparts

This Deed may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one document.

## Schedule A

### Variations to State Development Agreement – Balance Road Works

1. References to the RTA in the State Development Agreement become references to RMS.

2. The following definitions are added:

**1999 TMS** means the *1999 Transport Management Study for St Marys* prepared by Sinclair Knight Merz.

**2007 TMS** means the *St Marys Development Transport Management Study* dated December 2007 and prepared by Sinclair Knight Merz which replaces the 1999 TMS and incorporates the entire Penrith Council Local Government Area and the western confines of the Blacktown Council Local Government Area.

**Andrews Road Intersection Works** means the works to be completed south of the 'Limit of Works' line at STN.240.00, described on sheet C05 of the plans attached as Annexure F2 as works to be 'Constructed by others'.

**Blacktown Development Agreement** means the St Marys Development Agreement dated 15 November 2004 between Blacktown Council and the Joint Venture, as varied from time to time, which forms part of Part 3 of this deed.

**Penrith Planning Agreement** means the St Marys Penrith Planning Agreement dated 20 December 2006 between Penrith Council and the Joint Venture, as varied from time to time, which forms part of Part 3 of this deed.

**REF** means the review of environmental factors in relation to the Balance Road Works required to assist the RMS to discharge its obligations under Part 5 of the Act.

**Required Works** means the upgrading of the local, regional and State road networks required as a result of the Development which is detailed in:

- (a) Annexure F (Eastern Precinct Road Works Schedule);
- (b) Annexure F1 (Balance Road Works Schedule);
- (c) Annexure F2 (Balance Road Works Plans);
- (d) the Blacktown Development Agreement; and
- (e) the Penrith Planning Agreement.

**Variation Date** means [\*]. *[Allens Note: This will be the date of the Deed of Variation.]*

3. The following definitions are replaced:

**Balance Road Works** means the State road works required for the Development (other than the Eastern Precinct Road Works and the Andrews Road Intersection Works) as set out in:

- (a) the Balance Road Works Schedule forming Annexure F1; and
- (b) the Balance Road Works Plans forming Annexure F2.

4. Clause 16.2 is replaced with:

16.2 The RMS and the Joint Venture have agreed on the Eastern Precinct Road Works.

5. Clause 16.3 is replaced with:

16.3 (a) The Parties agree that:

- (i) the 2007 TMS has been prepared in accordance with this deed, the REP, the EPS and the relevant provisions of the Act and replaces the 1999 TMS;
- (ii) the 2007 TMS has been prepared to reflect the reduction in developable area arising from the Commonwealth Government listing part of the Land on the Register of the National Estate and to define the Balance Road Works and the resulting amendment to the REP, REP Amendment No. 1 which was published in the Government Gazette on 11 April 2006; and
- (ii) the transport committee established under clause 16.4 of this deed, as originally signed, has endorsed the 2007 TMS.

(b) The State Parties and the Joint Venture have agreed on the Balance Road Works.

(c) The Parties agree that the Joint Venture has no obligation to carry out the Andrews Road Intersection Works.

(d) Subject to the timely receipt of the necessary planning and works approvals by the Joint Venture, the Joint Venture must:

- (i) complete that part of the Balance Road Works described in the REF as Stage 1 of The Northern Road upgrade works not later than the date on which the plan of subdivision which creates the 1,500<sup>th</sup> Residential Allotment within the Western Precinct is registered by Land and Property Information, which is expected to be in December 2014; and
- (ii) complete that part of the Balance Road Works described in the REF as Stage 2 of The Northern Road upgrade works not later than the first to occur of the following, namely:
  - (A) the date on which the plan of subdivision which creates the 2,300<sup>th</sup> Residential Allotment within the Western Precinct is registered by Land and Property Information, which is expected to be in December 2017; and
  - (B) 31 December 2020.

(e) If the Joint Venture is delayed in carrying out the Balance Road Works so that the Joint Venture will be, or is likely to be, unable to comply with the requirements of paragraph (d), the Joint Venture may make a written request to the RMS for an extension of time, setting out in detail the circumstances of the delay.

- (f) Following receipt of a notice under paragraph (e), the RMS may grant to the Joint Venture an extension of time to the extent that the delay has not been caused or contributed to by the Joint Venture, and provided that the Joint Venture has taken reasonable steps to avoid or overcome the delay.
  - (g) The RMS must not unreasonably withhold any grant of extension of time under this clause.
- 6. The heading "Balance Road Works" and clause 16.4 are deleted.
- 7. Clause 16.6 is deleted.
- 8. Clause 16.7 is replaced with:
  - 16.7 The Parties agree that the Joint Venture's obligation to contribute to the Required Works are detailed in:
    - (a) Annexure F (Eastern Precinct Road Works Schedule) and Annexure F1 (Balance Road Works Schedule);
    - (b) the Blacktown Development Agreement; and
    - (c) the Penrith Planning Agreement,as documented in the 2007 TMS.
- 9. In clause 16.8(a)(ii) the words "referred to in clause 16.4" are deleted.
- 10. Clause 16.8(b) is replaced with:
  - (b) The Parties agree that the Joint Venture will fund transport priority works required within the Balance Road Works referred to in Annexure F1 which form part of the transport performance objectives for the Development as identified in the EPS.
- 11. Clause 16.8(c) is added:
  - (c) If the RMS requires a works authorisation deed, or equivalent, to be entered into in relation to the Balance Road Works:
    - (i) the works authorisation deed, or equivalent, must be read subject to this deed; and
    - (ii) in the case of any inconsistency between the works authorisation deed, or equivalent, and this deed, this deed applies.
- 12. Clauses 16.9 and 16.10 are deleted.
- 13. In clause 16.18(a)(i) the words "Subject to paragraph (ii)," are deleted.
- 14. Clause 16.18(a)(ii) is deleted.
- 15. Annexure F1 is added as attached to this Deed.
- 16. Annexure F2 is added as attached to this Deed.

**Annexure F1 - Balance Road Works Schedule (Clause 1.1)**

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1. The works described as RN 14 in the 2007 TMS being The Northern Road and Southern Access to St Marys Western Village: Part of Stage 1 Upgrade Works 2012 – 2014.
2. The works described as RN 15 in the 2007 TMS being The Northern Road, Borrowdale Way and Northern Access to St Marys Western Village: Part of Stage 2 Upgrade works 2015 – 2017.
3. The works described as RN 16 in the 2007 TMS being The Northern Road, Borrowdale Way to Andrews Road (4 lanes): Stage 1 Upgrade Works (which is to include the proposed Traffic Signals at the intersection of Sherringham Road and The Northern Road) 2012 – 2014, Stage 2 Upgrade Works 2015 – 2017.

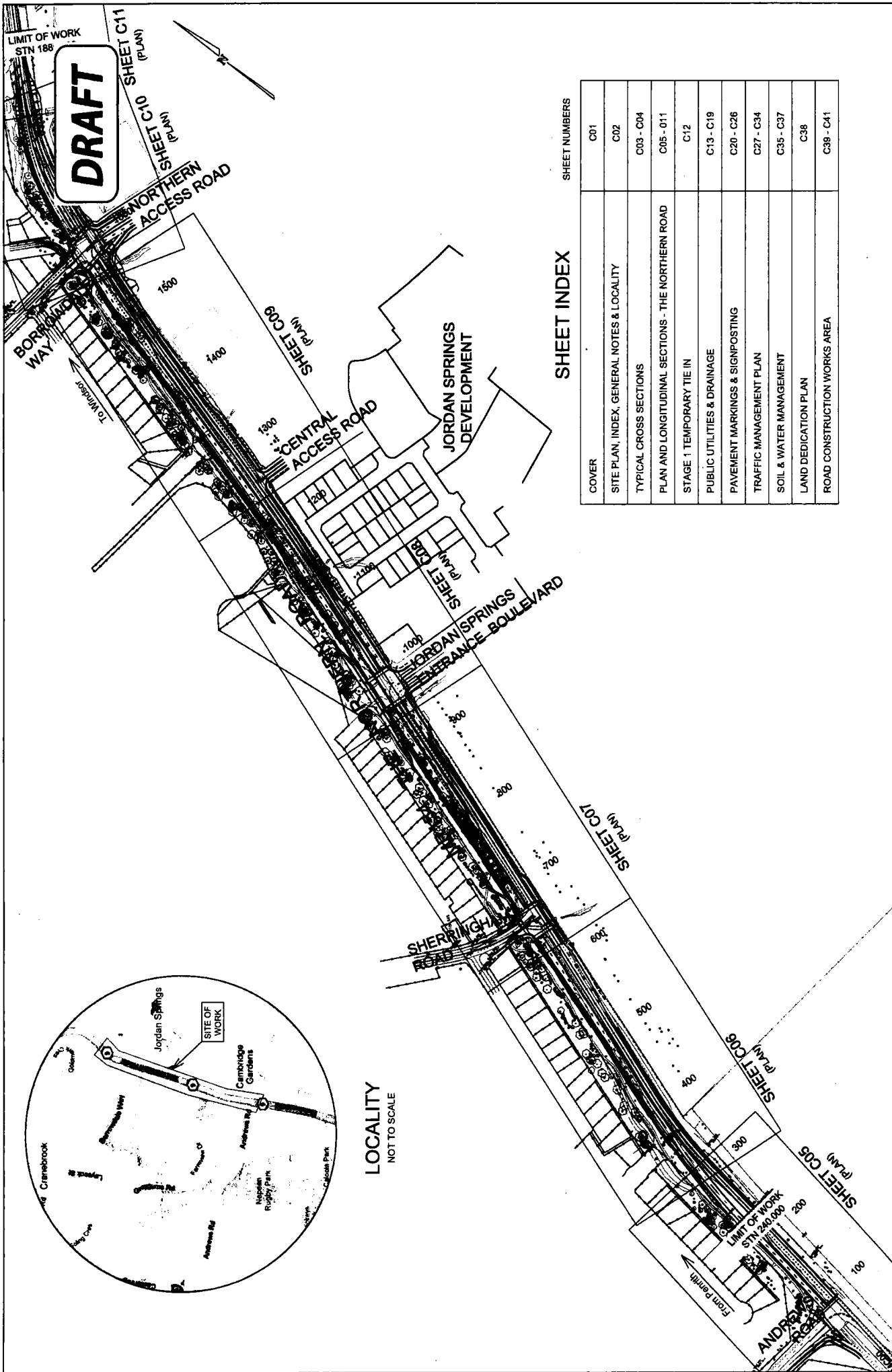
**Annexure F2 - Balance Road Works Plans (Clause 1.1)**

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Drawing Number 0154.358.RC.2520 Sheet No. C01 to C11. .

(Note to drawings: These drawings are Concept Design Plans prepared by J. Wyndham Prince Pty Limited and issued on 14 May 2012. Notwithstanding the depiction in the following drawings of bus priority works, these works do not form part of the Balance Road Works.)

SURVEY REVIEW	DESIGNED P. DUKES	THESE DRAWINGS HAVE BEEN CHECKED, THEY ARE APPROPRIATE FOR SITE CONSTRUCTION AND THE DRAWINGS ARE RECOMMENDED FOR ACCEPTANCE	PRINCIPAL (DESIGN ORGANISATION)	CORRY THESE DRAWINGS HAVE BEEN PREPARED IN ACCORDANCE WITH THE BRIEF AND AS DETAILED IN THE FINAL DESIGN REPORT	RTA PROJECT MANAGER	RECOMMENDED FOR ACCEPTANCE  PROJECT SERVICES  MANAGER	FILE No.  Sheet_C01	No OF VOLUMES  01	No of SHEETS  38
STRUCTURAL REVIEW	DESIGN REVIEW P. SHAROFF	DESIGN MANAGER (DESIGN ORGANISATION)	P. SHAROFF	W. YOUNG	SIGNED _____ DATE _____	ACCEPTED FOR CONSTRUCTION  CLIENT'S REPRESENTATIVE  SIGNED _____ DATE _____	REGISTRATION NUMBER  0154.358.RC.2520	DATE OF ISSUE  14/05/2012	SHEET No.  C01



# SHEET INDEX

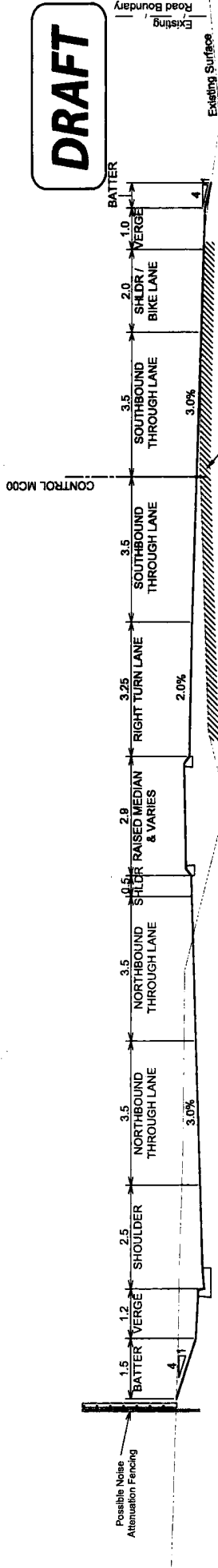
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COVER	C01
SITE PLAN, INDEX, GENERAL NOTES & LOCALITY	C02
TYPICAL CROSS SECTIONS	C03 - C04
PLAN AND LONGITUDINAL SECTIONS - THE NORTHERN ROAD	C05 - 011
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PUBLIC UTILITIES & DRAINAGE	C13 - C19
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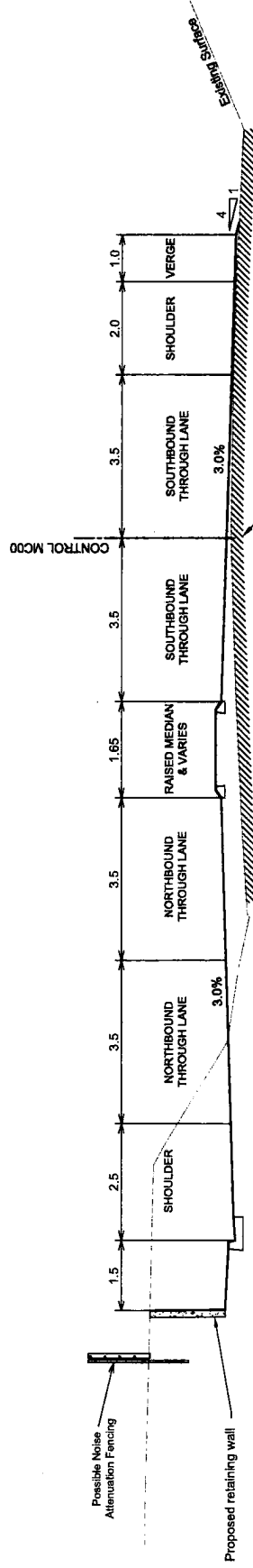
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SITE PLAN, INDEX, GENERAL NOTES & LOCALITY		0154.358.RC.2520			
<p><b>J. WYNDHAM PRINCE</b> CONSULTING CIVIL INFRASTRUCTURE ENGINEERS &amp; PROJECT MANAGERS</p> <p>DESIGNED: PD DRAWN: BB REVIEWED:</p>					
<p>LIMIT OF WORKS AMENDED: JT 14/05/12</p> <p>ISSUED FOR INFORMATION: JK 04/03/11</p> <p>No. Initials Date</p>		<p>SCALES</p> <p>0 40 80 120 160 200</p> <p>SCALE 1:4000m</p>		<p>Co-ordinate System: WGA Zone 56</p> <p>Height Datum: A.H.D.</p>	
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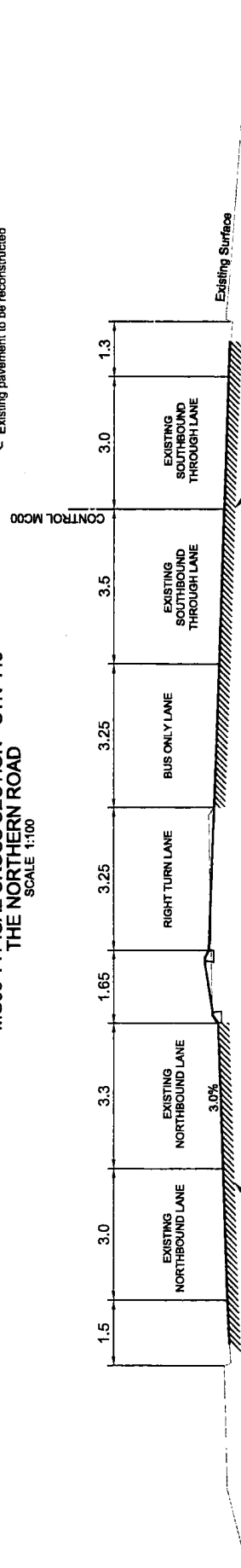
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MC00 TYPICAL CROSS SECTION - STN 740  
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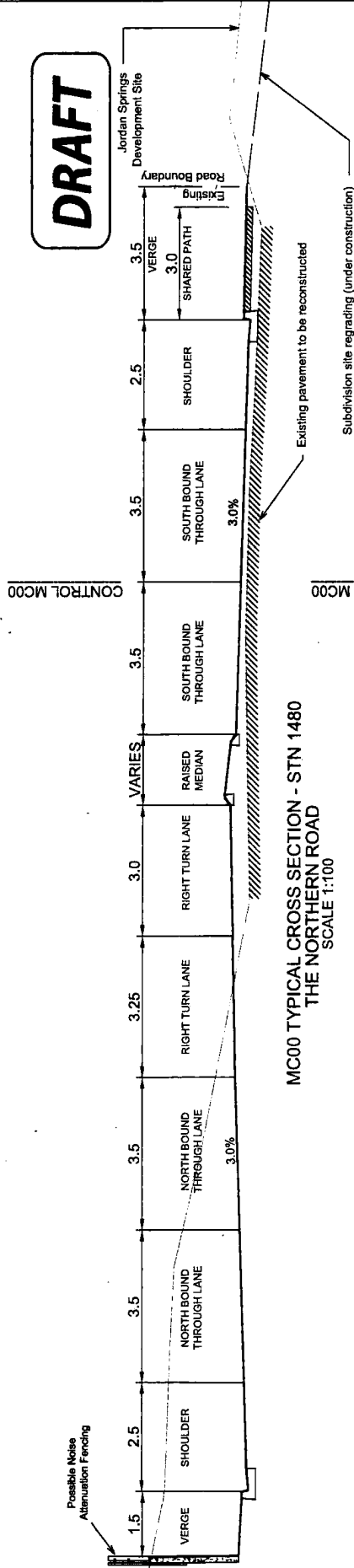
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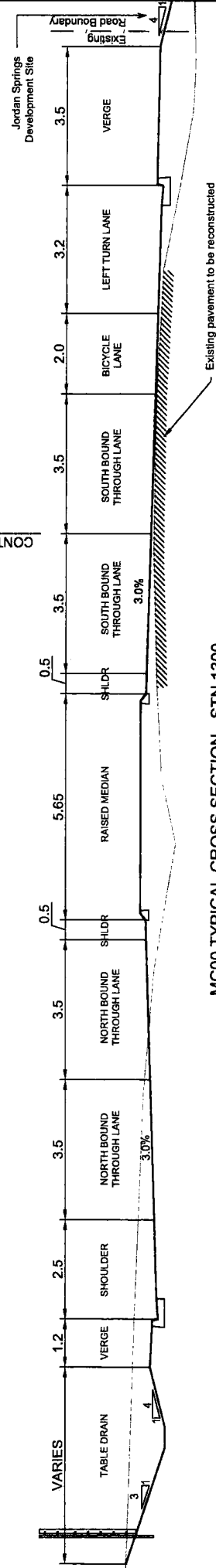
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TYPICAL CROSS SECTIONS				0154.358.RC.2520			
J. WYNDHAM PRINCE CONSULTING CIVIL INFRASTRUCTURE ENGINEERS & PROJECT MANAGERS				DESIGNED PD DRAWN BBB REVIEWED			
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ISSUED FOR INFORMATION				JK 04/03/11			
Amendment Description				Date			
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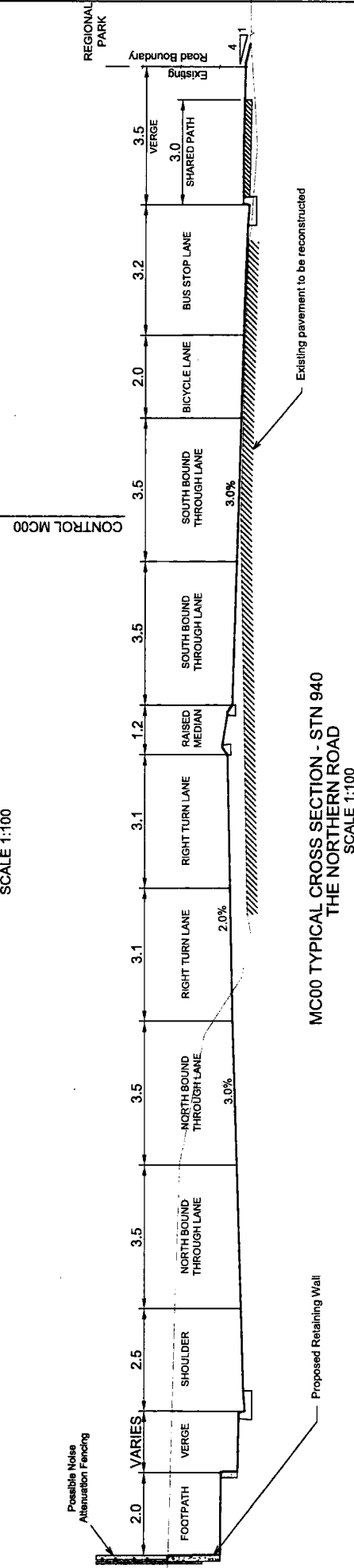
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SCALE 1:100



MC00 TYPICAL CROSS SECTION - STN 1300  
THE NORTHERN ROAD  
SCALE 1:100





MC00 TYPICAL CROSS SECTION - STN 940  
THE NORTHERN ROAD  
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				<b>SCALES</b> 0 1:25 2:5 3:75 5 SCALE 1:100m			
				<b>DESIGNED</b> ..... PD <b>DRAWN</b> ..... BBB <b>REVIEWED</b> .....			
<b>J. WYNDHAM PRINCE</b> CONSULTING CIVIL ENGINEERING & ARCHITECTS A PROJECT MANAGERS				<b>ROADS AND TRAFFIC AUTHORITY OF NSW</b> PENRITH CITY COUNCIL AREA MR154 THE NORTHERN ROAD WIDENING FROM ANDREWS ROAD TO BORROWDALE WAY TYPICAL CROSS SECTIONS			
				FILE No <b>Sheet_C04</b>	DRAWING <b>sheet_c04.dwg</b>	PRINTED DATE <b>14/05/2012</b>	
				REGISTRATION NUMBER <b>0154.358.RC.2520</b>		SHEET No. <b>C04</b>	

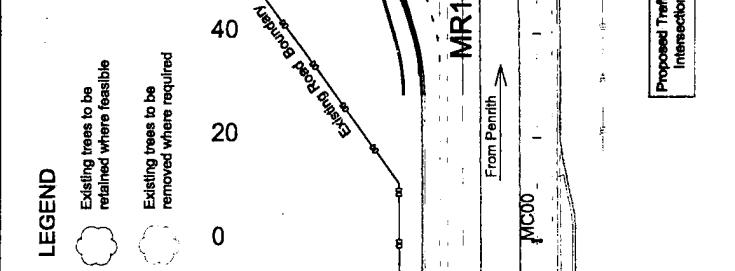
- 
- LEGEND**
- Existing trees to be retained where feasible
  - Existing trees to be removed where required
- Map showing the proposed traffic intersection between MC00 and MR1. The map includes a legend indicating existing trees to be retained (solid line) and existing trees to be removed (dashed line). The intersection is labeled "Proposed Traffic Intersection".

## LEGEND

- | Existing trees to be retained where feasible  | Existing trees to be removed where required   |
|---|---|
|  |  |

- 

Intersection



## Intersection

Proposed Traffic Intersection
-------------------------------

MC00 -

[illegible]
$$\frac{1}{\Gamma(\alpha)} \int_0^t (t-s)^{\alpha-1} f(s) ds = \frac{1}{\Gamma(\alpha)} \int_0^t (t-s)^{\alpha-1} f(s) ds$$

1

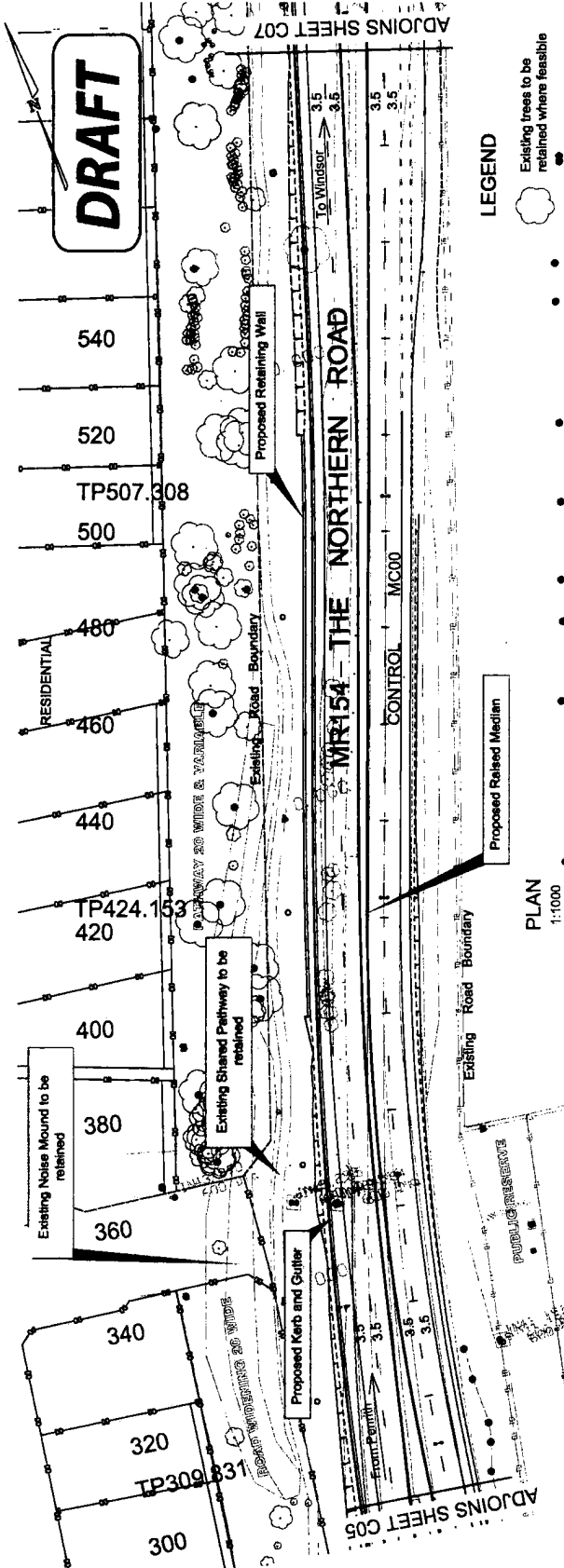
Proposed Traffic Intersection

60,000	41,189		
40,000	41,224		
20,000	41,165		

<p><b>SCALES</b></p> <p>0 2.5 5 7.5 SCALE 1:200m</p> <p>0 10 20 30 40 SCALE 1:1000m</p>	<p>Co-ordinate System: MGA Zone 56</p> <p>Height Datum: A</p>
---	---

NOTES

- All work to be carried out in accordance with current RTA CA specification and Australian Standards unless otherwise stated.
- Provision for traffic during construction to be in accordance with the current AS1742.3 and RTA Publication "Traffic Control at Work Sites". See Sheets C27 - C34.
- Standard kerb and gutter shapes to be in accordance with RTA model drawing No. MD R15.A01.A.2
- All measurements are in metres unless otherwise shown.
- Utility information shown on the plans does not depict any more than the presence of a service, based on available documentary evidence. The presence of a utility service, its size and location should be confirmed by field inspection, prior to the commencement of roadworks and the relevant utility plans obtained by dialling Ph 1100 or Fax 1300 652 077 (DIAL BEFORE YOU DIG). Caution should be exercised when working in the vicinity of all utility services.
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- For adjustment details to underground services see separate plans by others.
- For drainage works see Sheets C13-C19
- Soil & Water Management to be carried out in accordance with current RTA QA specifications G38 & G39.

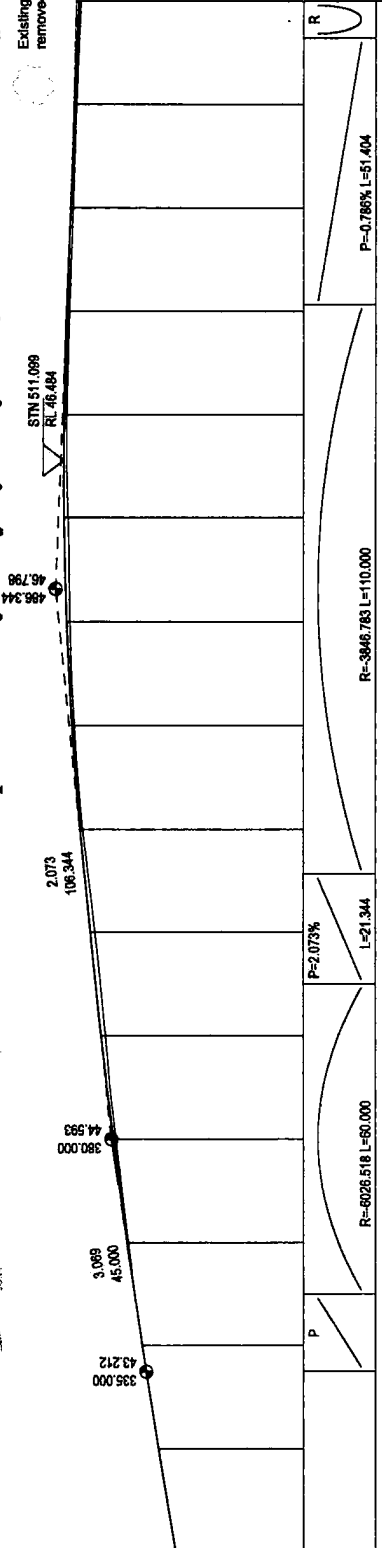


**LEGEND**

Existing trees to be retained where feasible

Existing trees to be removed where required

PLAN  
1:1000



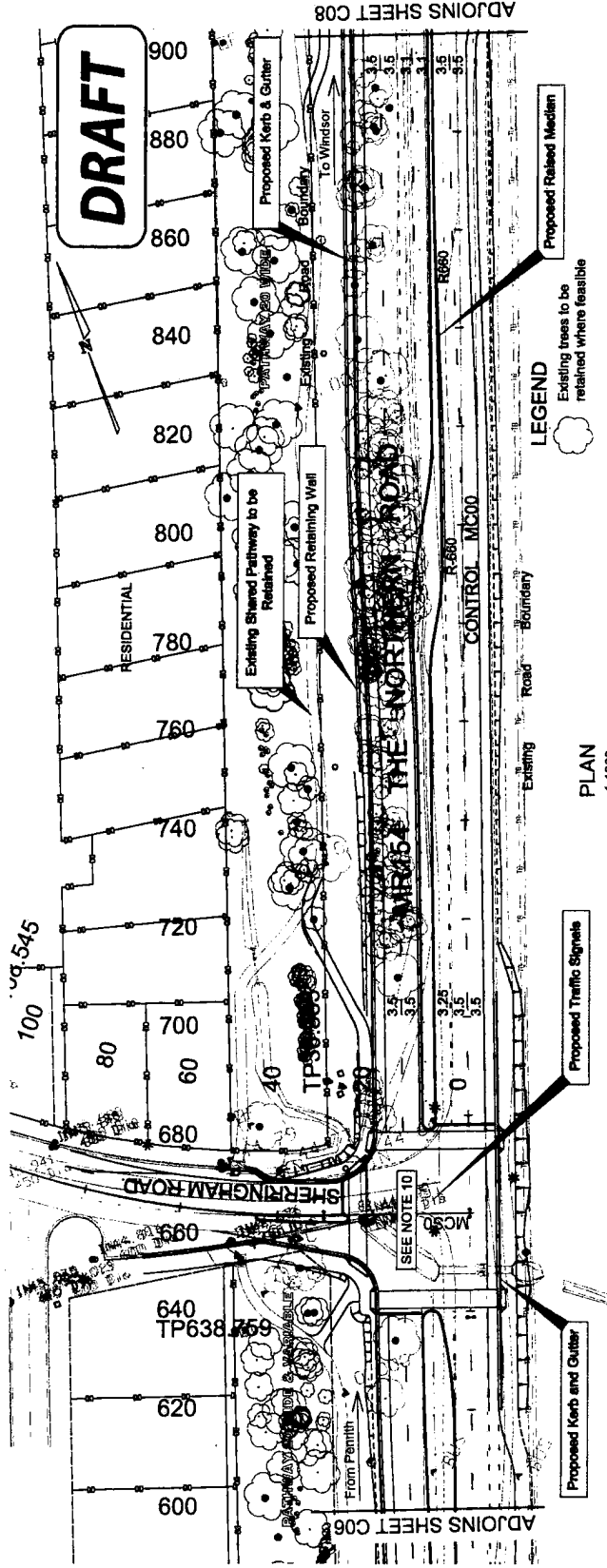
STATION	300.000	320.000	340.000	360.000	380.000	400.000	420.000	440.000	460.000	480.000	500.000	520.000	540.000	560.000	580.000	600.000
EXISTING LEVELS	42.042	42.724	43.365	43.971	44.518	44.825	45.242	45.827	46.145	46.359	46.314	46.358	46.262	46.127	45.987	45.819
DESIGN LEVELS	42.042	42.724	43.365	43.971	44.518	44.825	45.242	45.827	46.145	46.359	46.314	46.358	46.262	46.127	45.987	45.819

LONGITUDINAL SECTION - THE NORTHERN ROAD - (MC00)

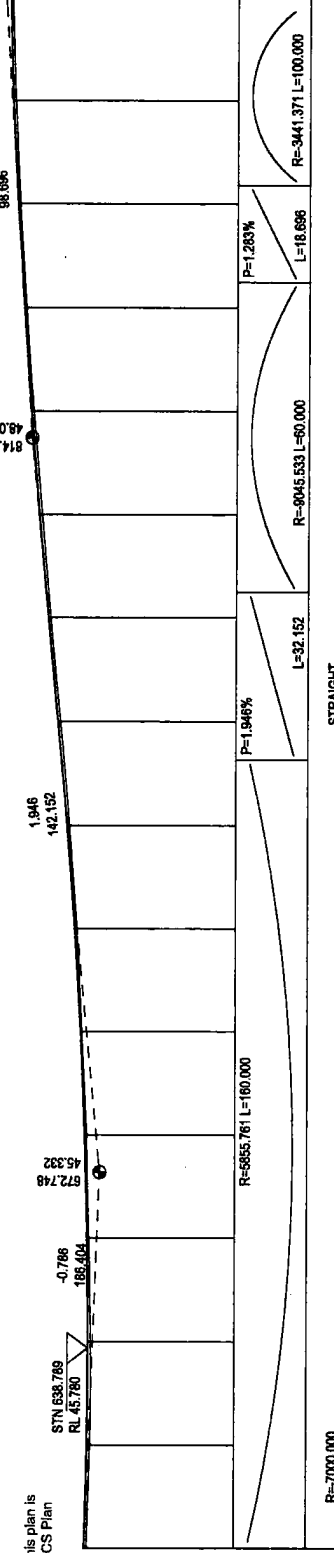
ROADS AND TRAFFIC AUTHORITY OF NSW		FILE No.	DRAWING	PRINTED DATE	SHEET No.
PENRITH CITY COUNCIL AREA		Sheet_C06	sheet_c06.dwg	14/05/2012	C06
MR154 THE NORTHERN ROAD WIDENING		REGISTRATION NUMBER			
FROM ANDREWS ROAD TO BORROWDALE WAY		0154.358.RC.2520			
PLAN & LONGITUDINAL SECTION					
DESIGNED BY J. WYNDHAM PRINCE		DRAWN BY PD			
CHECKED BY		REVIEWED BY			
SCALE 1:200m		SCALE 1:1000m			
SCALE 1:500m		SCALE 1:1000m			
SCALE 1:1000m		SCALE 1:1000m			
Co-ordinate System: MGA Zone 58		Height Datum: A.I.D.			
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LIMIT OF WORKS AMENDED		JT			
ISSUED FOR INFORMATION		JK			
Amendment Description		Date			
A3 original		Initials			

NOTES

- All work to be carried out in accordance with current RTA QA specification and Australian Standards unless otherwise stated.
- Provision for traffic during construction to be in accordance with the current AS1742.3 and RTA Publication "Traffic Control at Work Sites". See Sheets 027 - 034.
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- For drainage works see Sheets C13-C19
- Soil & Water Management to be carried out in accordance with current RTA QA specifications G38 & G39.
- Linemarking at the intersection on this plan is for information only. Refer to RTA TCS Plan No 0154.358.V.3568 for detail of linemarking at the intersection.



PLAN  
1:1000



DATUM RL 40.000

VERTICAL ALIGNMENT

HORIZONTAL ALIGNMENT

DESIGN LEVELS

EXISTING LEVELS

STATION

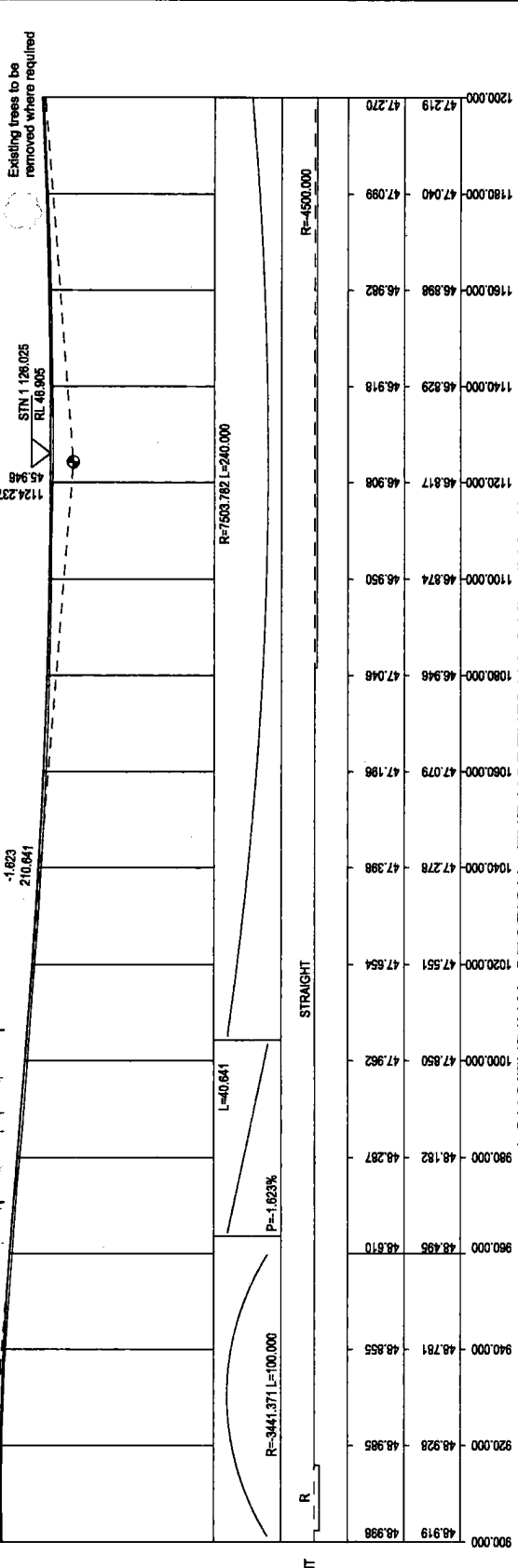
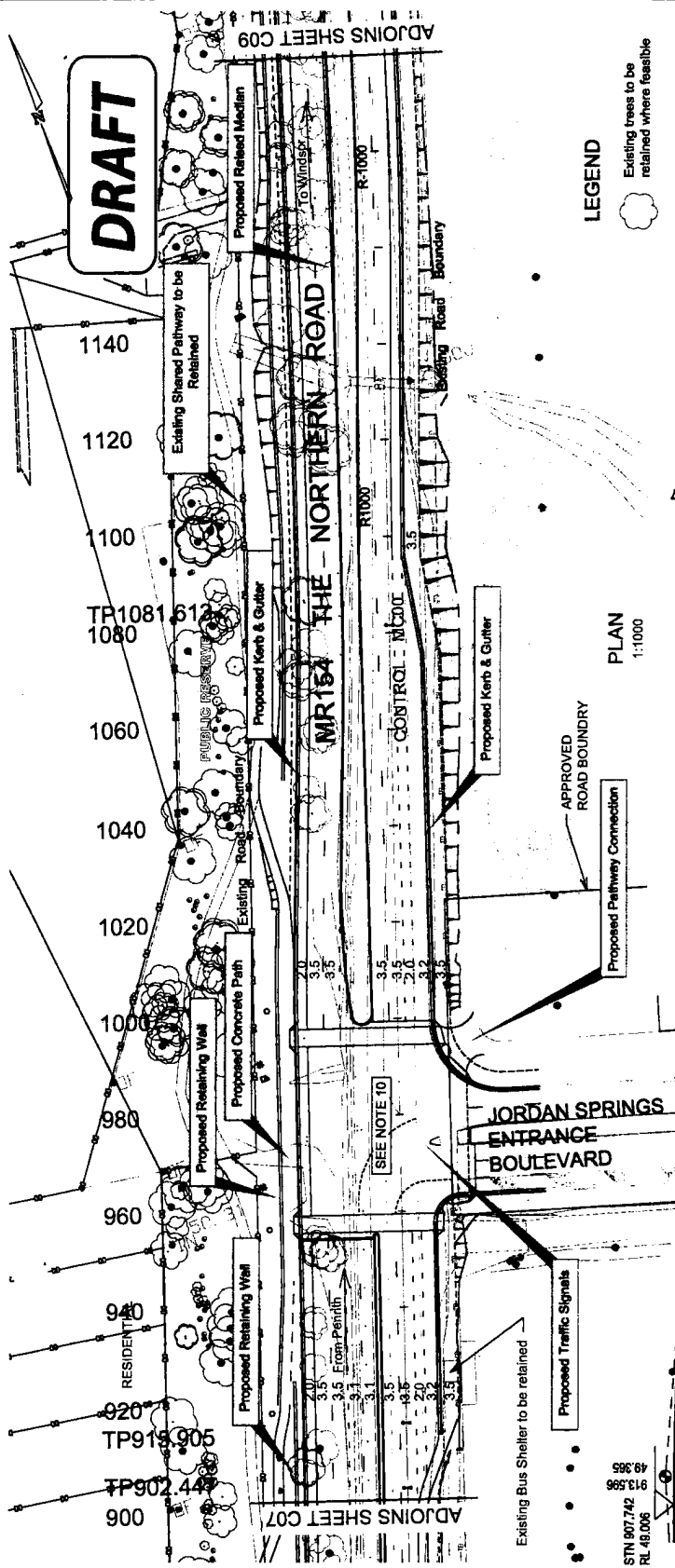
STATION	EXISTING LEVELS	DESIGN LEVELS
800.000	45.819	45.810
820.000	45.693	45.780
840.000	45.665	45.754
860.000	45.819	45.819
880.000	45.754	45.819
900.000	45.819	45.819

LONGITUDINAL SECTION - THE NORTHERN ROAD - (MC00)

ROADS AND TRAFFIC AUTHORITY OF NSW PENRITH CITY COUNCIL AREA MR154 THE NORTHERN ROAD WIDENING FROM ANDREWS ROAD TO BORROWDALE WAY PLAN & LONGITUDINAL SECTION		FILE No Sheet_C07	DRAWING sheet_c07.dwg	PRINTED DATE 14/05/2012	SHEET No C07
DESIGNED BY J. WYNDHAM PRINCE CONSULTING CIVIL INFRASTRUCTURE ENGINEERS & PROJECT MANAGERS		DRAWN PO BBB		REGISTRATION NUMBER 0154.358.RC.2520	
SCALE 1:200m SCALE 1:1000m		Height Datum: AHD			
LIMIT OF WORKS AMENDED JT 14/05/12		INITIALS JK			
AMENDMENT DESCRIPTION No		DATE 14/05/12			
A3 original		This sheet may be prepared using colour and may be incomplete if copied			

# NOTES

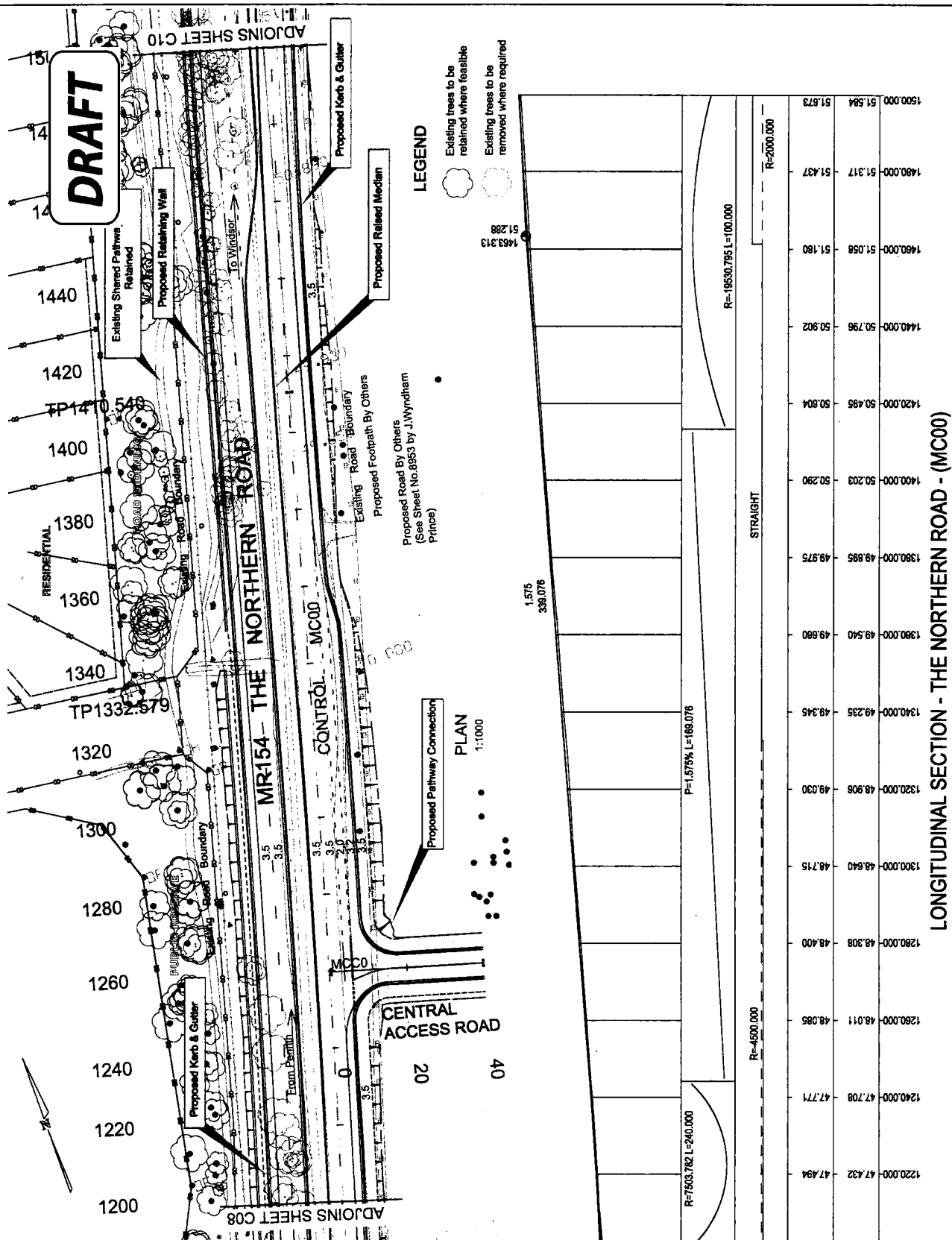
- All work to be carried out in accordance with current RTA QA specification and Australian Standards unless otherwise stated.
- Provision for traffic during construction to be in accordance with the current AS1742.3 and RTA Publication "Traffic Control at Work Sites". See Sheets C27 - C34
- Standard kerb and gutter shapes to be in accordance with RTA model Drawing No. MD.R15.A01.A.2
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- The contractor must follow all utility authorities "Duty of Care" when working in the vicinity of services utilities.
- For adjustment details to underground services see separate plans by others.
- For drainage works see Sheets C13-C19
- Soil & Water Management to be carried out in accordance with current RTA QA specifications G38 & G39.
- Linemarking at the intersection on this plan is for information only. Refer to RTA TCS Plan No 0154.358.V.4396 for detail of linemarking at the intersection.



LONGITUDINAL SECTION - THE NORTHERN ROAD - (MC00)										ROADS AND TRAFFIC AUTHORITY OF NSW										SHEET No	
J. WYNDHAM PRINCE CONSULTING CIVIL INFRASTRUCTURE ENGINEERS A PROJECT MANAGER										PENRITH CITY COUNCIL AREA MR154 THE NORTHERN ROAD WIDENING FROM ANDREWS ROAD TO BORROWDALE WAY PLAN & LONGITUDINAL SECTION										PRINTED DATE 14/05/2012	
										DESIGNED PD DRAWN JWB REVIEWED										DRAWING sheet_c08.dwg	
SCALES 0 2.5 5 7.5 10 SCALE 1:200m 0 10 20 30 40 50 SCALE 1:1000m										Co-ordinate System: MGA Zone 56										Height Datum: AHD	
LIMIT OF WORKS AMENDED JT 14/05/12																					
ISSUED FOR INFORMATION JK																					
AMENDMENT DESCRIPTION Initials Date																					
No																					
This sheet may be prepared using colour and may be incomplete if copied																					
A3 original																					

## NOTES

1. All work to be carried out in accordance with current RTA QA specification and Australian Standards unless otherwise stated.
2. Provision for traffic during construction to be in accordance with the current AS1742.3 and RTA Publication "Traffic Control at Work Sites" See Sheets C27 - C34.
3. Standard kerb and gutter shapes to be in accordance with RTA model drawing No. MD.R15.A01-A.2
4. All measurements are in metres unless otherwise shown.
5. Utility information show on the plans does not depict any more than the presence of a service, base on available documentary evidence. The presence of a utility service, its size and location should be confirmed by field inspection, prior to the commencement of roadworks and the relevant utility plans obtained by dialling PH 1100 or Fax 1300 652 077 (DIAL BEFORE YOU DIG). Caution should be exercised when working in the vicinity of all utility services.
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9. Soil & Water Management to be carried out in accordance with current RTA QA specifications G338 & G39.



<div> <div>original</div> <div>This sheet may be prepared using colour and may be incomplete if copied</div> </div>		<div> <div>No</div> <div>Amendment Description</div> </div>		<div> <div>Date</div> <div>Initials</div> </div>		<div> <div>14/05/12</div> <div>JT</div> </div>		<div> <div>14/05/12</div> <div>JT</div> </div>		<div> <div>0 2.5 5 7.5 10</div> <div>SCALE 1:200m</div> </div>		<div> <div>0 10 20 30 40 50</div> <div>SCALE 1:1000m</div> </div>		<div> <div>Co-ordinate System: MGA Zone 98</div> <div>Height Datum: A.H.D</div> </div>		<div> <div>DESIGNED</div> <div>DRAWN</div> <div>REVIEWED</div> </div>		<div> <div>PD</div> <div>DBS</div> </div>		<div> <div>CONSULTING CIVIL INFRASTRUCTURE ENGINEERS</div> <div>CONSULTING CIVIL INFRASTRUCTURE ENGINEERS</div> </div>		<div> <div>J. WYNNDHAM PRINCE</div> <div>CONSULTING CIVIL INFRASTRUCTURE ENGINEERS</div> </div>		<div> <div>ROADS AND TRAFFIC AUTHORITY OF NSW</div> <div>PENRITH CITY COUNCIL AREA</div> </div>		<div> <div>MR154 THE NORTHERN ROAD WIDENING</div> <div>FROM ANDREWS ROAD TO BORROWDALE WAY</div> </div>		<div> <div>PLAN &amp; LONGITUDINAL SECTION</div> </div>		<div> <div>FILE No.</div> <div>Sheet C09</div> </div>		<div> <div>DRAWING</div> <div>sheet_c09.dwg</div> </div>		<div> <div>PRINTED DATE</div> <div>14/05/2012</div> </div>		<div> <div>SHEET No.</div> <div>C09</div> </div>	
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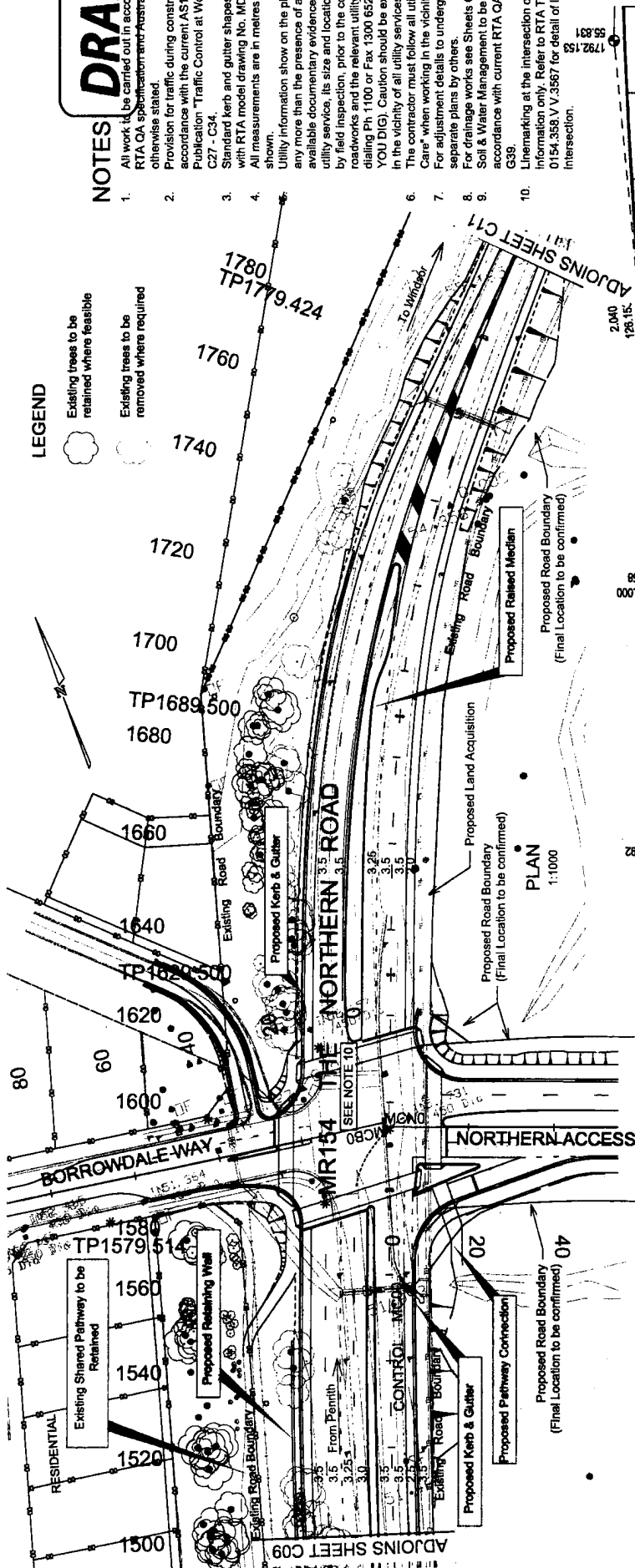
**DRAFT**

**NOTES**

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- Linemarking at the intersection on this plan is for information only. Refer to RTA TCS Plan No 0154.358 V V.3567 for detail of linemarking at the intersection.

**LEGEND**

- Existing trees to be retained where feasible
- Existing trees to be removed where required



DATUM RL 47.000

VERTICAL ALIGNMENT

HORIZONTAL ALIGNMENT

DESIGN LEVELS

EXISTING LEVELS

STATION

P=1.063% L=72.879

R=3886.102 L=50.000

P=2.040% L=18.040

R=7036.393 L=164.225

STRAIGHT

RL=21000.000

RL=18.040

R=350.000

STATION	EXISTING LEVELS	DESIGN LEVELS	HORIZONTAL ALIGNMENT	VERTICAL ALIGNMENT
1500.000	51.584	51.873	R=2000.000	
1520.000	51.835	51.890		
1540.000	52.050	52.103		
1560.000	52.236	52.216		
1580.000	52.541	52.528		
1600.000	52.795	52.734		
1620.000	53.111	52.910		
1640.000	53.221	53.062		
1660.000	53.175	53.259		
1680.000	53.466	53.559		
1700.000	53.810	53.952		
1720.000	54.286	54.352		
1740.000	54.653	54.704		
1760.000	54.915	54.998		
1780.000	55.170	55.235		
1800.000	55.342	55.416		

**LONGITUDINAL SECTION - THE NORTHERN ROAD - (MC00)**

ROADS AND TRAFFIC AUTHORITY OF NSW		PRINTED DATE		SHEET NO	
PENRITH CITY COUNCIL AREA		14/05/2012		C10	
MR154 THE NORTHERN ROAD WIDENING		DRAWING		sheet_c10.dwg	
FROM ANDREWS ROAD TO BORROWDALE WAY		FILE No		Sheet_C10	
PLAN & LONGITUDINAL SECTION		REGISTRATION NUMBER		0154.358.RC.2520	
DESIGNED BY		DRAWN		REVIEWED	
J. WYNDHAM PRINCE		PD		BBB	
CONSULTING CIVIL INFRASTRUCTURE ENGINEERS		PROJECT MANAGER			
A PROJECT MANAGER		Co-ordinate System: MGA Zone 56		Height Datum: AHD	



DRAFT

MR154 THE NORTHERN ROAD

LIMIT OF WORK  
STN 1880.000

ADJOINS SHEET C10

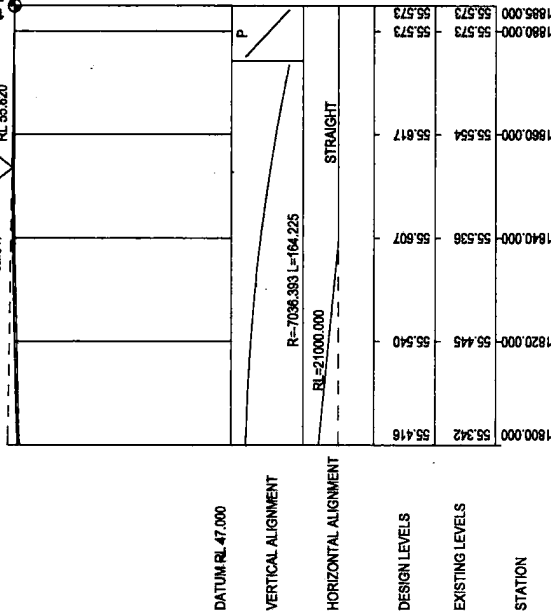
From Penrith

Existing Road Boundary

To Windsor

PLAN  
1:1000

STN 1 853.563  
RL 55.520  
-0.284  
92.847



## NOTES

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## LONGITUDINAL SECTION - THE NORTHERN ROAD - (MC00)

ROADS AND TRAFFIC AUTHORITY OF NSW		FILE No.	DRAWING	PRINTED DATE	SHEET No.
PENRITH CITY COUNCIL AREA		Sheet C11	sheet_c11.dwg	14/05/2012	C11
MR154 THE NORTHERN ROAD WIDENING FROM ANDREWS ROAD TO BORROWDALE WAY PLAN & LONGITUDINAL SECTION		REGISTRATION NUMBER		0154.358.RC.2520	
DESIGNED BY J. WYNDHAM PRICE CONSULTING CIVIL INFRASTRUCTURE ENGINEERS & PROJECT MANAGERS					
DRAWN BY PD REVIEWED BY BB					
Co-ordinate System: MGA Zone 58 High Datum: A.H.D.					
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A3 original					
LIMIT OF WORKS AMENDED A ISSUED FOR INFORMATION No. JT 1405/12 Date 04/03/11					

## Schedule B

### Variations to State Development Agreement – the December 2008 Decision

1. The following definition is added:  
  

**December 2008 Decision** means the decision of the Premier of New South Wales to revise State infrastructure contributions and levies which resulted in the publication by the Department of Planning Circular (PS 08-017).
2. The definition of **Relevant Percentage** is deleted.
3. In clause 1.15 the words "(except those payable under clause 16)" are deleted.
4. Clauses 1.17 and 1.18 are deleted.
5. The last sentence of clause 11.8(a) is replaced with:  
  

The Landowner commissioned the preparation of a remediation action plan and implemented the additional remediation works described in clause 15.
6. Clause 11.21 and Table 1 are replaced with:  
  

11.21 The Joint Venture must contribute a total of \$6,900,000 (reduced by: (a) 50% for payments made between 23 December 2008 and 30 June 2012 or such other higher proportion or later date as notified by the Minister from time to time; and (b) 25% for payments made on or after 1 July 2012 or such other higher proportion or later date as notified by the Minister from time to time) ("**Contribution**") towards Capital Improvements which are identified in the Plan of Management by paying the amounts set out in column 1 of Table 1 to the Director-General of National Parks and Wildlife, at the times set out in column 2 of Table 1. The Minister warrants that these monies are to be used solely for the purpose set out in column 3 of Table 1 and will be spent in accordance with the objectives of the Plan of Management. For the avoidance of doubt, "**Capital Improvements**" means fixed improvements to the Regional Park such as roads, paths, retaining walls, fences, boardwalks, landscaping, bush regeneration, weed and pest species control, revegetation, drainage, signs, lighting, car parks and buildings, Aboriginal site conservation works, soil erosion controls, water quality controls and includes fees paid to consultants for design and monies paid to contractors and suppliers of material and costs associated with the assessment of the environmental impact of the works.

Table 1		
Amount	Time	Purpose
1. \$100,000	28 days after the Commencement Date.	Preparation of the Statement of Management Intent and the Plan of Management for the Regional

		Park.
2. \$100,000	28 days after the Commencement Date.	Advisory Group.
3. \$375,000	28 days after the First Subdivisional Works Date for the Eastern Precinct (which occurred on 5 January 2005).	Establishment of the Regional Park
4. \$375,000	28 days after the first anniversary of the First Subdivisional Works Date for the Eastern Precinct (which occurred on 5 January 2005).	Establishment of the Regional Park.
5. \$1,099,413	By 5 equal instalments of \$219,882, the first of which is to be paid on the later of the date on which the Plan of Management is adopted (which occurred on 15 February 2011) and the date which is 28 days after the First Subdivisional Works Date for the Eastern Precinct (which occurred on 5 January 2005) and the remaining instalments are to be paid on each anniversary of the due date for payment of the first instalment until all instalments have been paid.	Capital Improvements to the Regional Park in accordance with the Statement of Management Intent and the Plan of Management.
6(a) \$80,000	28 days after the First Subdivisional Works Date for the Western Precinct (which occurred on 19 April 2010).	Capital Improvements to the Regional Park in accordance with the Plan of Management, in the event that the Residual RNE Land in the Western Precinct forms part of the Regional Park.
6(b) \$750,000	28 days after the First Subdivisional Works Date for the Western Precinct (which occurred on 19 April 2010).	Capital Improvements to the Regional Park in accordance with the Plan of Management.
7. \$1,245,060	By 6 equal instalments of \$207,150, the first of which is	Capital Improvements to the Regional Park in accordance with

	to be paid on the later of the date on which the Plan of Management is adopted (which occurred on 15 February 2011) and the date which is 28 days after the First Subdivisional Works Date for the Western Precinct (which occurred on 19 April 2010) and the remaining instalments are to be paid on each anniversary of the due date for payment of the first instalment until all instalments have been paid.	the Plan of Management.
8(a) \$120,000	28 days after the First Subdivisional Works Date for the Central Precinct.	Capital Improvements to the Regional Park in accordance with the Plan of Management, in the event that the Residual RNE Land in the Central Precinct forms part of the Regional Park.
8(b) \$750,000	28 days after the First Subdivisional Works Date for the Central Precinct.	Capital Improvements to the Regional Park in accordance with the Plan of Management.
9. \$955,527	By 4 equal instalments of \$238,882, the first of which is to be paid on the later of the date on which the Plan of Management is adopted (which occurred on 15 February 2011) and the date which is 28 days after the First Subdivisional Works Date for the Central Precinct and the remaining instalments are to be paid on each anniversary of the due date for payment of the first instalment until all instalments have been paid.	Capital Improvements to the Regional Park in accordance with the Plan of Management.
10. \$950,000	12 months after the last instalment for the Central Precinct under Item 9.	Capital Improvements to the Regional Park in accordance with the Plan of Management.

7. Clause 11.29 is inserted:

11.29 Any payment made under this clause 11 (including those payments set out in the table in clause 11.21) shall be made in accordance with clause 1.15 upon the basis that "C" where used in clause 1.15 means the Index most recently published before the date which is four years before the date of the payment.

8. The last sentence of clause 12.18(a) is replaced with:

The Landowner commissioned the preparation of a remediation action plan and implemented the additional remediation works described in clause 15.

9. Clause 15 is replaced with:

**15. Decontamination works**

- 15.1 In this clause:

**"RP Statement"** means the Statements in Annexure D, namely:

- (a) Statement CHK001/2 in relation to the Eastern Sector of the Land;
- (b) Statement BE046 in relation to the Special Uses Corridor; and
- (c) Statements BE090 and BE090/1 in relation to the Eastern Precinct Regional Park.

**"Statement"** means a site audit statement within the meaning of Part 4 of the *Contaminated Land Management Act 1997* and in accordance with Form 2 of the Regulations thereunder in the form set out in Annexure D.

**Eastern Precinct Regional Park**

- 15.2 The Parties acknowledge and agree that:

- (a) the Landowner carried out remedial works as identified as conditions in the RP Statement identified as Statement CHK001/2 to render the Eastern Precinct Regional Park suitable for use as park, recreational open space, playing field;
- (b) the Landowner delivered to the NPW Minister written confirmation from an appropriately qualified site auditor that those conditions were satisfied in the form of Statement BE090/1;
- (c) the Landowner has transferred the Eastern Precinct Regional Park to the NPW Minister in accordance with clause 11.3; and
- (d) the Minister warrants that conditions of the RP Statement which are to be continuously performed must, following transfer of each part of the Regional Park to the NPW Minister, be complied with by the NPW Minister in relation to each part which is transferred.

**Special Uses Corridor**

15.3 The Parties acknowledge and agree that:

- (a) the Landowner carried out remedial works as identified as conditions in the RP Statement identified as Statement CHK001/2 to render the Special Uses Corridor suitable for use as park, recreational open space, playing field and commercial/industrial;
- (b) the Landowner delivered to the Department written confirmation from an appropriately qualified site auditor that those conditions were satisfied in the form of Statement BE046;
- (c) the Landowner is to transfer the Special Uses Corridor to the Minister in accordance with clause 12.14; and
- (d) conditions of the RP Statement which are to be continuously performed must, following transfer of the Special Uses Corridor, be complied with by the Minister.

10. Clause 16.1 is amended by adding:

The Parties agree that contributions required to be made by the Joint Venture in this clause 16 (whether by monetary payment or works in kind) will be reduced by: (a) 50% for payments made between 23 December 2008 and 30 June 2012 or such other higher proportion or later date as notified by the Minister from time to time; and (b) 25% for payments made on or after 1 July 2012 or such other higher proportion or later date as notified by the Minister from time to time.

11. Clause 16.12(b) is amended by deleting where it twice appears:

which comprise the St Marys bus priority works and the Mt Druitt bus priority works

12. Clause 16.12(c) is amended by deleting:

which comprise the St Marys bus priority works and the Mt Druitt bus priority works

13. Clause 16.13(a) is amended by deleting:

which comprise the St Marys bus priority works and the Mt Druitt bus priority works

14. Clause 16.13(b) is amended by deleting:

which comprise the St Marys bus priority works and the Mt Druitt bus priority works

15. Clause 16.18(c) is replaced with:

(c) **Second Public Transport Contribution**

- (i) On or before the date being 2 years after the First Subdivisional Works Date for the Western Precinct, the Joint Venture must pay to the RMS the sum of \$150,000 (reduced by: (a) 50% for payments made between 23 December 2008 and 30 June 2012 or such other higher proportion or later date as notified by the Minister from time to time; and (b) 25% for payments made on or after 1 July 2012 or such other higher proportion or later date as notified by the Minister from time to time) as its further contribution to the provision of public transport promotion.

- (ii) The \$150,000 may be spent by the Joint Venture on works in kind such as subsidies for the initial bus service to the Western Precinct with the consent of the RMS.

16. Clause 16.18(e) is replaced with:

**(e) Contribution to Construction of External Cycleways**

The Joint Venture must pay to the RMS the sum of \$430,000 (reduced by: (a) 50% for payments made between 23 December 2008 and 30 June 2012 or such other higher proportion or later date as notified by the Minister from time to time; and (b) 25% for payments made on or after 1 July 2012 or such other higher proportion or later date as notified by the Minister from time to time) as its contribution to the construction of cycleways referred to the Land in 3 payments as follows:

- (i) \$250,000 within 3 years after the First Subdivisional Works Date for the Eastern Precinct (which occurred on 5 January 2005);
- (ii) \$100,000 on or before 3 years after the First Subdivisional Works Date for the Western Precinct (which occurred on 19 April 2010); and
- (iii) \$80,000 on or before 3 years after the First Subdivisional Works Date for the Western Precinct (which occurred on 19 April 2010).

17. Clause 17 is replaced with:

**17. Affordable Housing**

**Introduction**

- 17.1 Subject to the provisions of clause 22A.5 and the following provisions of this clause 17, the Joint Venture has agreed to provide to the Minister 120 Residential Allotments developed for the purpose of providing Affordable Housing on the terms set out in this clause 17.
- 17.2 Subject to the Joint Venture obtaining development consent from the relevant consent authority and the issue of the relevant certificates of title following registration of any relevant subdivision (in accordance with this clause 17) the 120 Residential Allotments must be provided by the Joint Venture in accordance with the following Residential Allotment delivery programme:

Financial Year	Eastern and Ropes Creek Precincts	Western Precinct	Central Precinct	Total
To 30/6/12	26	10	0	36
FY13	9	0	0	9
FY14	9	0	0	9
FY15	9	0	0	9
FY16	9	0	0	9

FY17	4	0	0	4
FY18	0	0	11	11
FY19	0	0	11	11
FY20	0	0	11	11
FY21	0	0	11	11
Total	66	10	44	120

### **Agreement on Residential Allotments**

- 17.3 If development consent from the relevant consent authority and the issue of the relevant certificates of title following registration of any relevant subdivision of the Land is obtained, the Minister and the Joint Venture will liaise to determine appropriate lots in that subdivision, which meet the criteria in clause 17.14, with a view to agreeing the Residential Allotments to be offered to the Minister under clause 17.5. If the Parties cannot agree on which Residential Allotments are to be offered to the Minister or his nominee within 60 days after the date of development consent for that subdivision, then the issue of which Residential Allotments are to be transferred to the Minister or his nominee must be referred for determination under clause 8, having regard to the terms of this clause 17.
- 17.4 Once the Residential Allotments to be offered to the Minister or his nominee have been agreed or determined under clause 17.3, the Landowner and the Joint Venture may not make any change to the draft plan of subdivision:
- (a) which reduces the area of the relevant Residential Allotments by more than 5%; or
  - (b) makes any material change to the relevant subdivision which could have an adverse impact on the relevant Residential Allotments,
- without the prior consent of the Minister.
- 17.5 Once the subdivision certificate issues for the subdivision referred to in clause 17.3 and the relevant certificates of title for the relevant agreed or determined Residential Allotments are issued, the Joint Venture must offer to transfer to the Minister or his nominee, or procure the transfer to the Minister or his nominee, the relevant number of Residential Allotments in the relevant subdivision (being those Residential Allotments agreed or determined under clause 17.3) to use for Affordable Housing and which must be located within that subdivision. For the avoidance of doubt, subject to receiving all required development consents and the issue of the relevant certificates of title, by the end of each financial year referred to in the table to clause 17.2, the Joint Venture must have provided the number of Residential Allotments developed for the purpose of providing Affordable Housing referred to in the table to clause 17.2 as applying to that financial year.



- 17.6 If the Joint Venture has not provided the Residential Allotments at the end of each financial year, as contemplated by clause 17.5, the Joint Venture must provide the Residential Allotments as soon as possible following the end of each financial year.
- 17.7 The offer referred to in clause 17.5 must clearly indicate on a copy of the relevant plan or plans of subdivision which Residential Allotments are being offered to the Minister or his nominee.
- 17.8 Any transfer to the Minister or his nominee under clause 17.5 must be for no monetary consideration, free of all encumbrances and affectations (other than normal inter allotment easements for drainage, right of way or services and restrictions on use which apply consistently to Residential Allotments in the relevant subdivision).

**Acceptance of offer and payment for rates and taxes**

- 17.9 The Joint Venture acknowledges that the Minister may accept an offer from the Joint Venture under clause 17.5 (either as to all the Residential Allotments or some only of the Residential Allotments in the offer) by notice in writing to the Joint Venture within the period specified in clause 17.13. The Minister's notice may specify that:
- (a) the Minister requires that certain nominated Residential Allotments in the offer be transferred to the Minister or his nominee in accordance with clause 17.10; but that
  - (b) the Minister would prefer to receive a monetary contribution in lieu of the transfer of certain other nominated Residential Allotments in the offer.
- 17.10 Subject to clause 17.11, as soon as practicable after acceptance of the offer, the Joint Venture must procure the transfer of the nominated Residential Allotments to the Minister or his nominee in accordance with the relevant offer and, in respect of each of the Residential Allotments transferred, the Minister warrants that the Minister will make a payment to the Joint Venture within 90 days after the later of the date of the relevant transfer and the date that the relevant payment is able to be calculated, of a sum of money equal to the rates, water, sewerage, drainage service and usage charges, land tax and all other periodic outgoings (if any) paid by the Landowner in respect of the relevant Residential Allotments for the period commencing on the later of one month after:
- (a) the date on which the Joint Venture made the offer to transfer or procure the transfer of the relevant Residential Allotments to the Minister or his nominee; and
  - (b) the date on which the Joint Venture notifies the Minister that, as a practical matter, it holds the certificate of title for the relevant subdivided Residential Allotments and is otherwise ready and able to transfer the Residential Allotments to the Minister or his nominee.

- 17.11 If the Minister specifies under clause 17.9 that he would prefer to take some or all of the value of the Residential Allotment(s) in the offer by way of a monetary contribution in lieu of taking a transfer of relevant Residential Allotment(s), then the Minister and the Joint Venture will negotiate in good faith to agree an appropriate value to be attributed to each relevant Residential Allotment and if the Minister and the Joint Venture fail to agree within 28 days after the date of the Minister's notice under clause 17.9, then the value must be determined under clause 8. Once the value is agreed or determined, the Joint Venture must pay this amount to the Minister and upon payment, the Parties' obligations under clause 17.9 will be deemed to be satisfied in respect of each Residential Allotment to which that payment related.
- 17.12 For the purpose of calculating the payment (if any) to be made for land tax under clause 17.10, land tax for the year current at the date of transfer of the relevant Residential Allotment must be adjusted:
- (a) using the taxable value of the Residential Allotment by itself and that tax scale which is applicable to the Residential Allotment and the Landowner that gives the least amount; and
  - (b) if the Residential Allotment has no separate taxable value, by calculating its taxable value on a proportional area basis,
- and if any other amount forming part of the payment to be made under clause 17.10 relates partly to the relevant Residential Allotment and partly to other parts of the Land, the amount must be adjusted on a proportional area basis.
- 17.13 If the Minister does not accept an offer made by the Joint Venture under clause 17.5 within 12 months after the relevant offer was made, the Landowner or the Joint Venture may at any time thereafter serve notice on the Minister that unless he exercises his right to accept that offer within a period of 1 month after service of the notice, the offer will expire. If the Minister fails to accept that offer within that period of 1 month, the Joint Venture or the Landowner may dispose of the relevant lot or lots the subject of that offer as it sees fit without further reference to the Minister and the Parties' obligations under clause 17.5 will be deemed to be satisfied in respect of each Residential Allotment to which the offer applies.

#### **Characteristics of Residential Allotments to be transferred to the Minister**

- 17.14 The Residential Allotments offered to the Minister under clause 17.5 must:
- (a) so far as is possible, be evenly scattered throughout the relevant subdivision and be located so that they are also evenly scattered with respect to any Affordable Housing in adjoining subdivisions;
  - (b) so far as is possible, be evenly transferred during the relevant financial year;
  - (c) be similar in access, shape, size, affectations and encumbrances as other Residential Allotments in the relevant subdivision of the Land;

- (d) have a range of lot sizes and values commensurate with the range of lot sizes provided in the relevant subdivision of the Land; and
- (e) have connection to available services (including sewer, stormwater, potable water, electricity, telephone and gas, if gas is to be supplied) to the same extent and standard as surrounding Residential Allotments.

#### **Use for “Affordable Housing”**

- 17.15 Residential Allotments transferred to the Minister under this clause 17 must be used for Affordable Housing. However a reference to using a lot or lots for Affordable Housing will not preclude the Minister from selling the relevant lot or lots to use the proceeds for Affordable Housing within the Development, provided that the Minister warrants that the Minister will first approach the Joint Venture to see if the Joint Venture would be interested in purchasing the relevant lot or lots and what price they might be prepared to offer.

#### **Alternatives to Residential Allotments**

- 17.16 In lieu of offering to transfer to the Minister or his nominee some or all of the Residential Allotments, the Joint Venture may offer to transfer to the Minister or his nominee a lesser number of already constructed residential accommodation and the Minister will, in good faith, consider that offer. If the Minister does not communicate his acceptance of that offer to the Joint Venture within 60 days of the date of the Joint Venture’s offer, the Minister will be deemed to have refused the offer.

18. Clause 22A is inserted:

#### **22A Works in Kind Credits**

- 22A.1 The December 2008 Decision provides that appropriate transitional arrangements for each of the new measures in Planning Circular (PS 08-017) will be developed and that included in those arrangements will be the ability to re-negotiate existing State developer agreements to encourage the expedited release of land from existing development sites.
- 22A.2 The Parties have agreed that the appropriate transitional arrangements applying to this deed are to provide for credits for works in kind carried out by the Developer under this deed in accordance with this clause 22A.
- 22A.3 The works in kind being carried out by the Developer under this deed which will attract a credit at the rates specified under clause 22A.4 are:
- (a) the Balance Road Works referred to in Annexure F1;
  - (b) the transport priority works required within the Balance Road Works referred to in clause 16.8(b) and Annexure F1; and
  - (c) Capital Improvements within the Regional Park or the provision of services, information or works relating to the Regional Park which the Joint Venture elects to provide under clause 11.26,

which are substantially commenced by the Developer after 23 December 2008, being the date on which the Department issued Planning Circular (PS 08-017).

22A.4 The works in kind referred to in clause 22A.3 will attract credits at the following rates:

- (a) the Balance Road Works referred to in Annexure F1: at the rate of: (a) 50% of the value of works in kind completed between 23 December 2008 and 30 June 2012 or such other higher proportion or later date as notified by the Minister from time to time; and (b) 25% of the value of works in kind completed on or after 1 July 2012 or such other higher proportion or later date as notified by the Minister from time to time;
- (b) the transport priority works required within the Balance Road Works referred to in clause 16.8(b) and Annexure F1: at the rate of 100% of the value of works in kind completed; and
- (c) Capital Improvements within the Regional Park or the provision of services, information or works relating to the Regional Park which the Joint Venture elects to provide under clause 11.26: at the rate of: (a) 50% of the value of Capital Improvements completed between 23 December 2008 and 30 June 2012 or such other higher proportion or later date as notified by the Minister from time to time; and (b) 25% of the value of Capital Improvements completed on or after 1 July 2012 or such other higher proportion or later date as notified by the Minister from time to time,

and have been applied under this deed to result in the number of Residential Allotments for Affordable Housing provided for in clause 17.2.

22A.5 If after the Variation Date there is any further change in the Department's planning policies relating to the framework for levying State infrastructure contributions which would result in a reduction of the contributions required to be made by the Joint Venture for the Development, the Parties agree to, in good faith, commence negotiations which aim to bring into effect the change in Department policy.

19. Clauses 23.12 (a) and (b) are replaced with:

23.12 Despite any other provision in this deed:

- (a) The aggregate maximum liability of the Guarantor under this clause 23 in relation to the Guaranteed Obligations is either:
  - (i) \$7,500,000 during the period commencing on the Variation Date and expiring on the date of completion of that part of the Balance Road Works described in the REF as Stage 1 of The Northern Road upgrade works;
  - (ii) \$4,000,000 during the period commencing on the latter date referred to in subparagraph (i) and expiring on the date of completion of that part of the Balance Road Works described in the REF as Stage 2 of The Northern Road upgrade works; or
  - (iii) \$2,000,000 from the latter date referred to in subparagraph (ii) until the end of the term of this deed in accordance with clause 5.2,

or such other dates as may be agreed in writing by the Department.

- (b) The Parties agree that the aggregate maximum liability has been calculated to reflect one half of the agreed monetary value of the approximate liability of the Joint Venture in relation to the Guaranteed Obligations and will not be indexed under clause 1.15.

20. Clauses 23.12 (c), (f) and (g) are deleted.

21. Clauses 24.12 (a) and (b) are replaced with:

24.12 Despite any other provision in this deed:

- (a) The aggregate maximum liability of the Guarantor under this clause 24 in relation to the Guaranteed Obligations is either:
  - (i) \$7,500,000 during the period commencing on the Variation Date and expiring on the date of completion of that part of the Balance Road Works described in the REF as Stage 1 of The Northern Road upgrade works;
  - (ii) \$4,000,000 during the period commencing on the latter date referred to in subparagraph (i) and expiring on the date of completion of that part of the Balance Road Works described in the REF as Stage 2 of The Northern Road upgrade works; or
  - (iii) \$2,000,000 from the latter date referred to in subparagraph (ii) until the end of the term of this deed in accordance with clause 5.2,

or such other dates as may be agreed in writing by the Department.

- (c) The Parties agree that the aggregate maximum liability has been calculated to reflect one half of the agreed monetary value of the approximate liability of the Joint Venture in relation to the Guaranteed Obligations and will not be indexed under clause 1.15.

22. Clauses 24.12 (c), (f) and (g) are deleted.

23. Clauses 25.12 (a) and (b) are replaced with:

25.12 Despite any other provision in this deed:

- (a) The aggregate maximum liability of the Guarantor under this clause 25 in relation to the Guaranteed Obligations is either:
  - (i) \$7,500,000 during the period commencing on the Variation Date and expiring on the date of completion of that part of the Balance Road Works described in the REF as Stage 1 of The Northern Road upgrade works;
  - (ii) \$4,000,000 during the period commencing on the latter date referred to in subparagraph (i) and expiring on the date of completion of that part of the Balance Road Works described in the REF as Stage 2 of The Northern Road upgrade works; or

- (iii) \$2,000,000 from the latter date referred to in subparagraph (ii) until the end of the term of this deed in accordance with clause 5.2,

or such other dates as may be agreed in writing by the Department.

- (b) The Parties agree that the aggregate maximum liability has been calculated to reflect one half of the agreed monetary value of the approximate liability of the Joint Venture in relation to the Guaranteed Obligations and will not be indexed under clause 1.15.

24. Clauses 25.12 (c), (f) and (g) are deleted.

25. Annexure D is amended by adding the attached copies of:

- 1. Statement BE046 in relation to the Special Uses Corridor
- 2. Statement BE090/1 in relation to the Eastern Precinct Regional Park

26. Annexure F is amended by deleting:

- 1. St Marys Bus Priority Works
- 2. Mt Druitt Bus Priority Works

27. Annexure G is deleted

28. Annexure H is deleted

29. Annexure M is deleted

**Annexure D – Site Audit Statements (Clause 15.1)**

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Additional Statements as follows:

1. Statement BE046 in relation to the Special Uses Corridor
2. Statements BE090 and BE090/1 in relation to the Eastern Precinct Regional Park

# NSW Site Auditor Scheme SITE AUDIT STATEMENT



**A site audit statement summarises the findings of a site audit. For full details of the site auditor's findings, evaluations and conclusions, refer to the associated site audit report.**

**This form was approved under the Contaminated Land Management Act 1997 on 21 February 2005. For more information about completing this form, go to Part IV.**

## PART I: Site audit identification

Site audit statement no. **BE046**

This site audit is a **statutory audit**/~~non-statutory audit~~\* within the meaning of the *Contaminated Land Management Act 1997*.

Site auditor details (as accredited under the *Contaminated Land Management Act 1997*)

Name **Brad Eismen** Company **HLA-Envirosciences Pty Limited**

Address **PO Box 726, Pymble, NSW**

Postcode **2073**

Phone **(02) 8484 8999** Fax **(02) 8484 8989**

### Site details

Address **Forrester Road, St Marys**

Postcode **2760**

Property description (attach a list if several properties are included in the site audit)

**part Lot 1 in DP 1079444 (see attached plan)**

Local Government Area **Blacktown City Council**

Area of site (e.g. hectares) **approx 2.96 ha** Current zoning **urban uses and parklands under Sydney Regional Environmental Plan (SREP) 30**

To the best of my knowledge, the site ~~is~~/is not\* the subject of a declaration, order, agreement or notice under the *Contaminated Land Management Act 1997* or the *Environmentally Hazardous Chemicals Act 1985*.

Declaration/Order/Agreement/Notice\* no(s) \_\_\_\_\_

\* Strike out as appropriate



**Site audit commissioned by**

Name Bill Mitchell Company ComLand Limited

Address Links and Forrester Roads, St Marys, NSW

Postcode 2760

Phone (02) 9673 8800 Fax (02) 9673 8888

Name and phone number of contact person (if different from above)

David Aynsley (02) 9673 8842

**Purpose of site audit**

- ☒ A. To determine land use suitability (*please specify intended use(s)*)  
Transmission line easement (open space) and commercial/transport

OR

- ☐ B(i) To determine the nature and extent of contamination, and/or  
☐ B(ii) To determine the appropriateness of an investigation/remedial  
action/management plan\*, and/or  
☐ B(iii) To determine if the land can be made suitable for a particular use or uses by  
implementation of a specified remedial action plan/management plan\* (*please  
specify intended use(s)*)  
.....

**Information sources for site audit**

Consultancy(ies) which conducted the site investigation(s) and/or remediation

ComLand, Geotechnique and G-tek

Title(s) of report(s) reviewed

1. ComLand. 2002. Remediation Action Plan for ComLand's Eastern Sector and QEL Area. September.
2. ComLand. 2006. Proposed Commercial/Transport Development and Ongoing Transmission Line Use (Open Space), Eastern Easement – Validation Report. 15 May.
3. CSG. 2005. Review of UXO Clearance of Draft Validation Report for Easement Area, St Marys, New South Wales. 18 October.

Other information reviewed (including previous site audit reports and statements relating to the site)

1. ADI. 1997. Validation Report for the Central Sector East of the ADI St Marys Property.

\* Strike out as appropriate

2. ComLand. 2004. Eastern Precinct Roadways Sampling and Analysis Plan. 29 October.
3. HLA. 1999. Stage 2 Decontamination Audit of ADI St Marys Munitions Factory. 7 June.
4. HLA. 2005a. Site Audit Report, Sales Centre and Road 101, Eastern Precinct Stage 1, St Marys, NSW. 1 June.
5. HLA. 2005b. Site Audit Report, U Shaped Road, Eastern Precinct Stage 1, St Marys, NSW. 7 June.
6. HLA. 2005c. Site Audit Report, Proposed Residential Subdivision Development, Part Eastern Sector and QEL Areas – Zone 7 (1f), St Marys, NSW. 14 September.
7. HLA. 2006a. Site Audit Report, Proposed Residential Subdivision Development, Part Eastern Sector – Zone 6 (1e), St Marys, NSW. 9 January.
8. HLA. 2006b. Site Audit Report, Village Centre and Priority Areas, Eastern Precinct Stage 2, St Marys, NSW. 6 February.
9. HLA 2006c. Site Audit Report, Carpark and Adjacent Road Area, Eastern Precinct Stage 2, St Marys, NSW. 15 May.
10. HLA 2006d. Site Audit Report, Stage 1C1 and Builders' Display Village within former QEL Boundary St Marys, NSW. XX June.
11. HLA 2006e. Site Audit Report, Eastern Sector Stage 2 Boundary, St Marys, NSW. XX June 2006.
12. URS. 2003. St Marys Eastern Precinct Contamination Management Plan. 24 June.
13. URS. 2005a. Sampling Action Plan, Roadways and Buildings for the Eastern Precinct, St Marys NSW. 15 December.
14. WC. 1999. Qualitative Assessment of Risk – ADI St Marys. 23 March.

**Site audit report**

Title **Site Audit Report, Eastern Sector Easement Area, St Marys, NSW**

Report no. **J195802 SAR 10AUG06.doc** Date **10 August 2006**

## PART II: Auditor's findings

Please complete either Section A or Section B, **not both**. (*Strike out the irrelevant section.*)

Use Section A where site investigation and/or remediation has been completed and a conclusion can be drawn on the suitability of land use(s).

Use Section B where the audit is to determine the nature and extent of contamination and/or the appropriateness of an investigation or remedial action or management plan and/or whether the site can be made suitable for a specified land use or uses subject to the successful implementation of a remedial action or management plan.

### Section A

☒ I certify that, in my opinion, the site is **SUITABLE** for the following use(s) (*tick all appropriate uses and strike out those not applicable*):

- ☐ Residential, including substantial vegetable garden and poultry
- ☐ Residential, including substantial vegetable garden, excluding poultry
- ☐ Residential with accessible soil, including garden (minimal home-grown produce contributing less than 10% fruit and vegetable intake), excluding poultry
- ☐ Day care centre, preschool, primary school
- ☐ Residential with minimal opportunity for soil access, including units
- ☐ Secondary school
- ☒ Park, recreational open space, playing field
- ☒ Commercial/industrial
- ☐ Other (*please specify*) .....

subject to compliance with the following environmental management plan (*insert title, date and author of plan*) in light of contamination remaining on the site:

URS. 2003. St Marys Eastern Precinct Contamination Management Plan. 24  
June. AND ANY NSW SITE AUDITOR APPROVED REVISIONS THEREOF

**OR**

☐ I certify that, in my opinion, the site is **NOT SUITABLE** for any use due to the risk of harm from contamination.

### Overall comments

The work reported in ComLand (2006) is considered to substantially comply with the  
relevant NSW EPA guidelines, except as noted in the site audit report. The Auditor is  
satisfied that where compliance was not completely met, the results and conclusions  
would not be significantly altered.

The Auditor considers that the DQOs/DQIs established for the sampling and analysis were appropriate and the data obtained as part of the assessment/validation work are useable.

The Auditor notes that the chemical results presented in ComLand (2006) generally indicated concentrations were less than the adopted guidelines for protection of human health and the environment, with the exception of barium in several of the composite samples and arsenic, chromium and cadmium in one composite sample, which exceeded the adjusted phytotoxicity criteria and zinc in one discrete sample, which exceeded the phytotoxicity criteria. This material was ultimately removed from the site.

The calculated 95% UCL average concentrations were below the adopted human health based guidelines for all analytes. The levels of barium present in natural soils on site appear to be consistent with background levels reported in previous reports for the former ADI St Marys property.

The Auditor's specialist UXO team member (CSG) reviewed G-tek's work for adequacy and appropriateness. The results of the review indicated the geophysical survey, interpretation and investigation/remediation of anomalies was conducted in a manner that should have met the required standard of detecting any ferrous tip of a size of 1 cubic metre or greater.

The Auditor considers that a detailed risk assessment is not required, based on the concentrations reported.

ComLand (2005) concluded:

*"Based on the results of the investigative and remedial works carried out within the site, it is concluded that the site does not present a risk of harm to human health or the environment and is therefore suitable for the proposed continued use as a transmission easement and commercial / transport development."*

The Auditor concurs with ComLand's conclusions.

The Auditor notes that ComLand (2006) stated, "If earthworks are conducted, normal vigilance for asbestos fragments in soil should be observed and dealt with according to contemporary standards." Therefore, the Auditor has required that URS (2003), or approved revisions, be implemented when any earthworks are conducted at the site.

**Section B**

Purpose of the plan<sup>†</sup> which is the subject of the audit .....

I certify that, in my opinion:

☐ ~~the nature and extent of the contamination HAS/HAS NOT<sup>\*</sup> been appropriately determined~~

AND/OR

☐ ~~the investigation/remedial action plan/management plan<sup>\*</sup> IS/IS NOT<sup>\*</sup> appropriate for the purpose stated above~~

AND/OR

☐ ~~the site CAN BE MADE SUITABLE for the following uses (tick all appropriate uses and strike out those not applicable):~~

☐ ~~Residential, including substantial vegetable garden and poultry~~

☐ ~~Residential, including substantial vegetable garden, excluding poultry~~

☐ ~~Residential with accessible soil, including garden (minimal home-grown produce contributing less than 10% fruit and vegetable intake), excluding poultry~~

☐ ~~Day care centre, preschool, primary school~~

☐ ~~Residential with minimal opportunity for soil access, including units~~

☐ ~~Secondary school~~

☐ ~~Park, recreational open space, playing field~~

☐ ~~Commercial/industrial~~

☐ ~~Other (please specify) .....~~

~~if the site is remediated/managed<sup>\*</sup> in accordance with the following remedial action plan/management plan<sup>\*</sup> (insert title, date and author of plan)~~

.....  
.....

~~subject to compliance with the following condition(s):~~

.....

**Overall comments**

.....  
.....  
.....

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<sup>†</sup> For simplicity, this statement uses the term 'plan' to refer to both plans and reports.

### PART III: Auditor's declaration

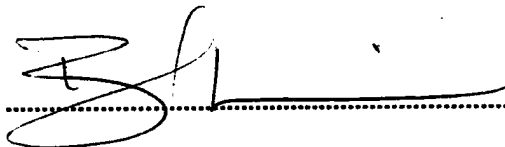
I am accredited as a site auditor by the NSW Environment Protection Authority under the *Contaminated Land Management Act 1997* (Accreditation No. 0102).

I certify that:

- I have completed the site audit free of any conflicts of interest as defined in the *Contaminated Land Management Act 1997*, and
- with due regard to relevant laws and guidelines, I have examined and am familiar with the reports and information referred to in Part I of this site audit, and
- on the basis of inquiries I have made of those individuals immediately responsible for making those reports and obtaining the information referred to in this statement, those reports and that information are, to the best of my knowledge, true, accurate and complete, and
- this statement is, to the best of my knowledge, true, accurate and complete.

I am aware that there are penalties under the *Contaminated Land Management Act 1997* for wilfully making false or misleading statements.

Signed



Date

10 AUG 06

## PART IV: Explanatory notes

*To be complete, a site audit statement form must be issued with all four parts.*

### How to complete this form

**Part I** identifies the auditor, the site, the purpose of the audit and the information used by the auditor in making the site audit findings.

**Part II** contains the auditor's opinion of the suitability of the site for specified uses or of the appropriateness of an investigation, or remedial action or management plan which may enable a particular use. It sets out succinct and definitive information to assist decision-making about the use(s) of the site or a plan or proposal to manage or remediate the site.

The auditor is to complete either Section A or Section B of Part II, **not** both.

In **Section A** the auditor may conclude that the land is *suitable* for a specified use(s) OR *not suitable* for any beneficial use due to the risk of harm from contamination.

By certifying that the site is *suitable*, an auditor declares that, at the time of completion of the site audit, no further remediation or investigation of the site was needed to render the site fit for the specified use(s). Any condition imposed should be limited to implementation of an environmental management plan to help ensure the site remains safe for the specified use(s). The plan should be legally enforceable: for example a requirement of a notice under the *Contaminated Land Management Act 1997* (CLM Act) or a development consent condition issued by a planning authority. There should also be appropriate public notification of the plan, e.g. on a certificate issued under s.149 of the *Environmental Planning and Assessment Act 1979*.

Auditors may also include **comments** which are key observations in light of the audit which are not directly related to the suitability of the site for the use(s). These observations may cover aspects relating to the broader environmental context to aid decision-making in relation to the site.

In **Section B** the auditor draws conclusions on the nature and extent of contamination, and/or suitability of plans relating to the investigation, remediation or management of the land, and/or whether land can be made suitable for a particular land use or uses upon implementation of a remedial action or management plan.

By certifying that a site *can be made suitable* for a use or uses if remediated or managed in accordance with a specified plan, the auditor declares that, at the time the audit was completed, there was sufficient information satisfying guidelines made or approved under the CLM Act to determine that implementation of the plan was feasible and would enable the specified use(s) of the site in the future.

For a site that *can be made suitable*, any **conditions** specified by the auditor in Section B should be limited to minor modifications or additions to the specified plan. However, if the auditor considers that further audits of the site (e.g. to validate remediation) are required, the auditor must note this as a condition in the site audit statement.

Auditors may also include **comments** which are observations in light of the audit which provide a more complete understanding of the environmental context to aid decision-making in relation to the site.

In **Part III** the auditor certifies his/her standing as an accredited auditor under the CLM Act and makes other relevant declarations.

### Where to send completed forms

In addition to furnishing a copy of the audit statement to the person(s) who commissioned the site audit, statutory site audit statements must be sent to:

**Department of Environment and Conservation (NSW)**  
Contaminated Sites Section  
PO Box A290, SYDNEY SOUTH NSW 1232  
Fax: (02) 9995 5930

AND

the **local council** for the land which is the subject of the audit.

ORIGIN OF MGA CO-ORDINATES FROM  
PM 147113 AND PLANE DISTANCES  
HAVE BEEN USED.  
CO-ORDINATES FOR PM 147113 WERE  
DEDUCED BY WHELAN FROM  
SURROUNDING SSM & PWS ON PUBLIC  
RECORD. THE CO-ORDINATES FOR PM  
147113 HAVE NOT BEEN ADOPTED BY  
LPI.

CONTOUR INTERVAL 0.2 METRE  
CONTOURS SOURCED FROM AERIAL  
DATA DATED APPROX 1991.

B	12-6-2006	CHANGE HATCH TO BLUE
A	6-12-2005	REMOVE ARROWS
No.	DATE	REVISION DETAILS

© WELANS OPERATIONS PTY LTD  
INFORMATION CONTAINED IN THIS DRAWING  
IS THE PROPERTY OF WELANS OPERATIONS PTY LTD  
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17 JUL 2007



# Whelans

[illegible]

### INCLUSIVITY

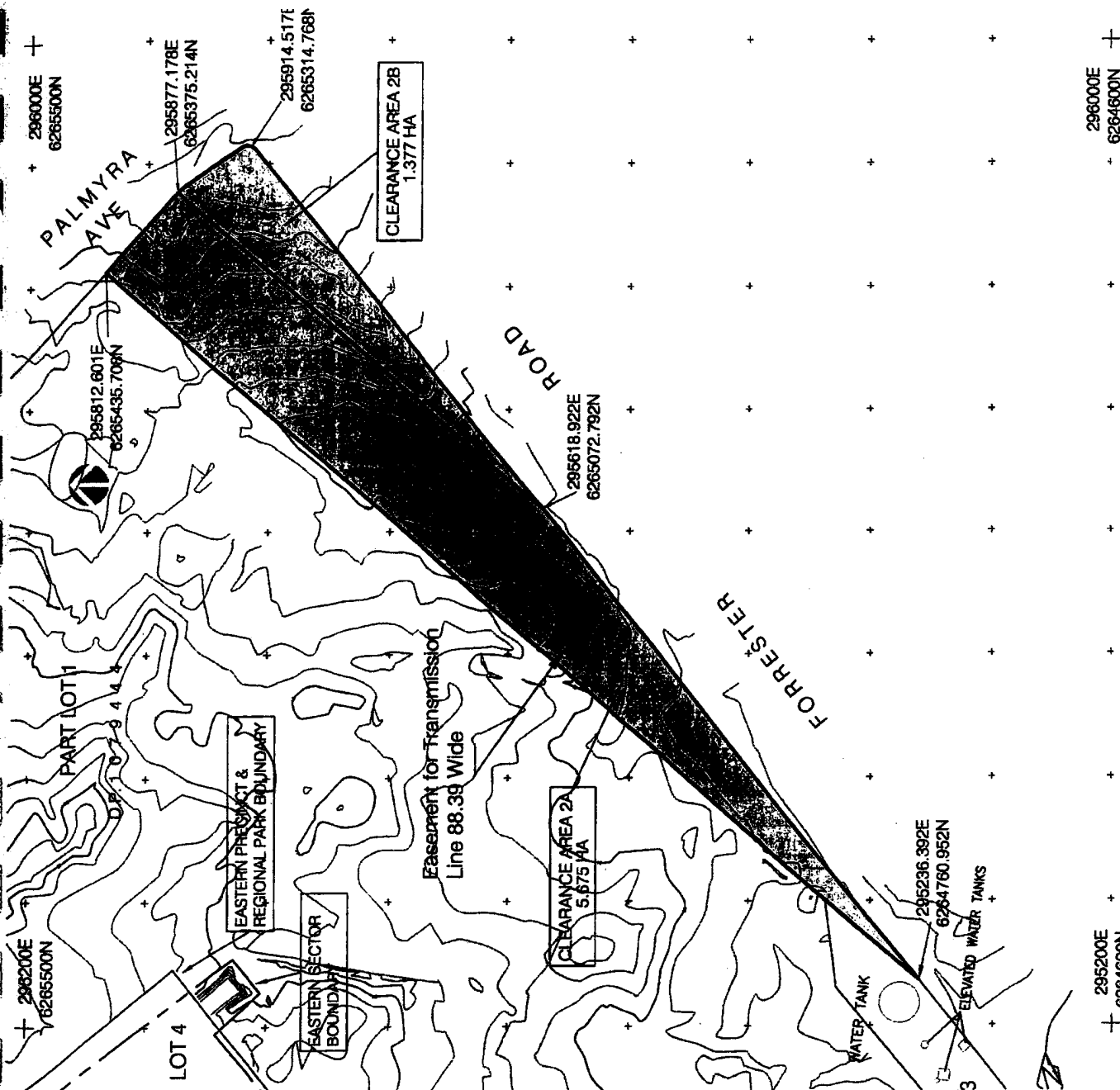


**Definition**

# Remediation Plan Stage 2A & 2B Eastern Sector Ropes Crossing St Marys


**Figure 3 A4**

SPALE	PORT 15000	WITH
COLORS		ITEMS
DATE OF SHIP	DATE OF PAID: 24-4-2005	
SHOWER	LAS	
DIRECTOR	DATE	
APPROVED	DATE	
ADRES: 0100		





DP1079444

Registered:  /NW 09.05.2005  
Title System: TORRENS  
Purpose: SUBDIVISION  
Ref. Map: U-790-1, 2, 3, 11, 13, 14, 61  
U-790-1, 2  
Last Plan: D.P. 1038168

PLAN OF SUBDIVISION OF LOT 2  
IN DP. 1038100

Laughs are in tens. . . . Reduction field is: 20000

LOA:	BLACKTOWN & PENRITH
Locality:	STAMARIS
Period:	LONDONDERRYBOOTH HILL
County:	CUMBERLAND

This is Special Agent in Charge of the  
 Federal Bureau of Investigation, FBI  
 Washington, D.C.

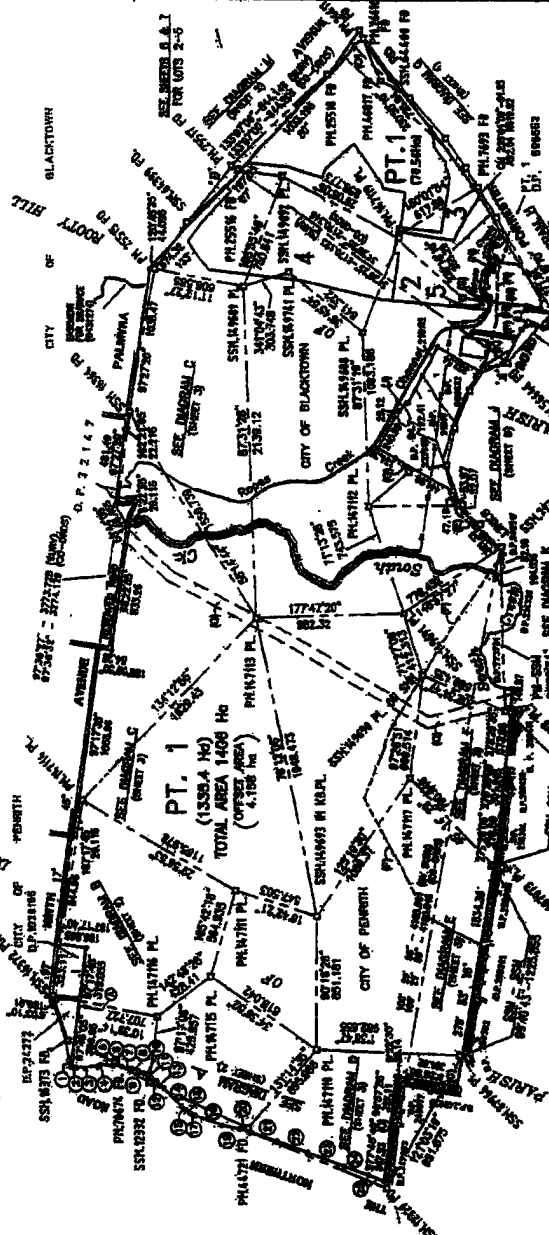
3600 Century Center  
 9800000  
 P.O. Box 7777  
 Seattle, WA 98107-0777  
 Phone 206-462-1000  
 Fax 206-462-1001

**PLEASE RETURN ONLY** the documents of donation to dedicated public media, to create public reserves, develop reserves, investments, reducing the risk of loss or positive investment

APPROXIMATE TO 300,000 OF THE COMPARING  
 1910-1994. IT IS KNOWN TO BE  
 RIGHT OF COMPARISON 6.9 WIRE  
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 INFORMATION AS TO WHEN

MARK	M.E.A. CO-ORDINATES		ZONE	ACC.	MARK	EASTING	N.E.A. CO-ORDINATES		TIME	ACC.
	EASTING	NORTHING					EASTING	NORTHING		
PM 7458	234 979 889	5 344 548 315	56	1	SSR 14172	239 441 814	5 344 582 839	56		
PM 7459	234 979 890	5 344 548 316	56	1	SSR 14173	239 441 815	5 344 582 840	56		
PM 12892	235 076 448	5 344 539 881	56	2	PM 54471	235 076 448	5 344 539 881	56		
PM 12893	235 076 449	5 344 539 882	56	2	PM 54444	235 076 449	5 344 539 882	56		
PM 12894	235 076 450	5 344 539 883	56	2	PM 54445	235 076 450	5 344 539 883	56		
PM 12895	235 076 451	5 344 539 884	56	2	PM 54446	235 076 451	5 344 539 884	56		
PM 12896	235 076 452	5 344 539 885	56	2	PM 54447	235 076 452	5 344 539 885	56		
PM 12897	235 076 453	5 344 539 886	56	2	PM 54448	235 076 453	5 344 539 886	56		
PM 12898	235 076 454	5 344 539 887	56	2	PM 54449	235 076 454	5 344 539 887	56		
PM 12899	235 076 455	5 344 539 888	56	2	PM 54450	235 076 455	5 344 539 888	56		
PM 12900	235 076 456	5 344 539 889	56	2	PM 54451	235 076 456	5 344 539 889	56		
PM 12901	235 076 457	5 344 539 890	56	2	PM 54452	235 076 457	5 344 539 890	56		
PM 12902	235 076 458	5 344 539 891	56	2	PM 54453	235 076 458	5 344 539 891	56		
PM 12903	235 076 459	5 344 539 892	56	2	PM 54454	235 076 459	5 344 539 892	56		
PM 12904	235 076 460	5 344 539 893	56	2	PM 54455	235 076 460	5 344 539 893	56		
PM 12905	235 076 461	5 344 539 894	56	2	PM 54456	235 076 461	5 344 539 894	56		
PM 12906	235 076 462	5 344 539 895	56	2	PM 54457	235 076 462	5 344 539 895	56		
PM 12907	235 076 463	5 344 539 896	56	2	PM 54458	235 076 463	5 344 539 896	56		
PM 12908	235 076 464	5 344 539 897	56	2	PM 54459	235 076 464	5 344 539 897	56		
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PM 12910	235 076 466	5 344 539 899	56	2	PM 54461	235 076 466	5 344 539 899	56		
PM 12911	235 076 467	5 344 539 900	56	2	PM 54462	235 076 467	5 344 539 900	56		
PM 12912	235 076 468	5 344 539 901	56	2	PM 54463	235 076 468	5 344 539 901	56		
PM 12913	235 076 469	5 344 539 902	56	2	PM 54464	235 076 469	5 344 539 902	56		
PM 12914	235 076 470	5 344 539 903	56	2	PM 54465	235 076 470	5 344 539 903	56		
PM 12915	235 076 471	5 344 539 904	56	2	PM 54466	235 076 471	5 344 539 904	56		
PM 12916	235 076 472	5 344 539 905	56	2	PM 54467	235 076 472	5 344 539 905	56		
PM 12917	235 076 473	5 344 539 906	56	2	PM 54468	235 076 473	5 344 539 906	56		
PM 12918	235 076 474	5 344 539 907	56	2	PM 54469	235 076 474	5 344 539 907	56		
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PM 12920	235 076 476	5 344 539 909	56	2	PM 54471	235 076 476	5 344 539 909	56		
PM 12921	235 076 477	5 344 539 910	56	2	PM 54472	235 076 477	5 344 539 910	56		
PM 12922	235 076 478	5 344 539 911	56	2	PM 54473	235 076 478	5 344 539 911	56		
PM 12923	235 076 479	5 344 539 912	56	2	PM 54474	235 076 479	5 344 539 912	56		
PM 12924	235 076 480	5 344 539 913	56	2	PM 54475	235 076 480	5 344 539 913	56		
PM 12925	235 076 481	5 344 539 914	56	2	PM 54476	235 076 481	5 344 539 914	56		
PM 12926	235 076 482	5 344 539 915	56	2	PM 54477	235 076 482	5 344 539 915	56		
PM 12927	235 076 483	5 344 539 916	56	2	PM 54478	235 076 483	5 344 539 916	56		
PM 12928	235 076 484	5 344 539 917	56	2	PM 54479	235 076 484	5 344 539 917	56		
PM 12929	235 076 485	5 344 539 918	56	2	PM 54480	235 076 485	5 344 539 918	56		
PM 12930	235 076 486	5 344 539 919	56	2	PM 54481	235 076 486	5 344 539 919	56		
PM 12931	235 076 487	5 344 539 920	56	2	PM 54482	235 076 487	5 344 539 920	56		
PM 12932	235 076 488	5 344 539 921	56	2	PM 54483	235 076 488	5 344 539 921	56		
PM 12933	235 076 489	5 344 539 922	56	2	PM 54484	235 076 489	5 344 539 922	56		
PM 12934	235 076 490	5 344 539 923	56	2	PM 54485	235 076 490	5 344 539 923	56		
PM 12935	235 076 491	5 344 539 924	56	2	PM 54486	235 076 491	5 344 539 924	56		
PM 12936	235 076 492	5 344 539 925	56	2	PM 54487	235 076 492	5 344 539 925	56		
PM 12937	235 076 493	5 344 539 926	56	2	PM 54488	235 076 493	5 344 539 926	56		
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PM 12949	235 076 505	5 344 539 938	56	2	PM 54500	235 076 505	5 344 539 938	56		
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PM 12972	235 076 528	5 344 539 961	56	2	PM 54523	235 076 528	5 344 539 961	56		
PM 12973	235 076 529	5 344 539 962	56	2	PM 54524	235 076 529	5 344 539 962	56		
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PM 12988	235 076 544	5 344 539 977	56	2	PM 54539	235 076 544	5 34			

No	NAME	REMARKS	DISSTANCE
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2	2	1011145	54.23
3	3	1011145	54.23
4	4	1011145	54.23
5	5	1011145	54.23
6	6	1011145	54.23
7	7	1011145	54.23
8	8	1011145	54.23
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20	20	1011145	54.23
21	21	1011145	54.23
22	22	1011145	54.23
23	23	1011145	54.23
24	24	1011145	54.23
25	25	1011145	54.23



130-33730-148218 (SUN) 112-218  
130-33731-130371 (CO-2005) 112-218

(A) PAYMENT FOR SERVICES 3 WIDE (DP 1028196)  
(B) PAYMENT FOR SERVICE 4.57 WIDE (L986821) DP 226879  
(C) PAYMENT FOR STORMWATER DRAINAGE 3.0m WIDE (S274135) DP 560377  
(D) PAYMENT FOR TRANSMISSION LINE 35.38 WIDE (D003345) DP 520725.  
(E) PAYMENT FOR TRANSMISSION 8.0m WIDE (L986821) DP 226870  
(F) PAYMENT FOR SEWER 5.0 WIDE (W 238725) DP 634001  
(G) PAYMENT FOR DRAINAGE WIDE WIDTH (S 007006) DP 611331  
(H) PAYMENT FOR SERVICE 9.14m WIDE & VAR. (L986821) DP 226840  
(I) PAYMENT FOR SEWER 2.34 WIDE (L 790856) DP 613330  
(J) PROPOSED EASEMENT FOR SEWERAGE 4.27 WIDE & VAR. (DP 31910) NOT NOTED ON TITLE  
(K) EASEMENT FOR WATERMAIN 3.0m WIDE (P345600) DP 319009  
(L) EASEMENT FOR DRAINAGE 6.1 WIDE (DP 236749)  
(M) EASEMENT FOR SEWERAGE PURPOSES 3.05 WIDE (P008370) DP 517081  
(N) RIGHT OF CARRIAGEWAY 20.115 WIDE & VAR. DP 789159  
(O) EASEMENT FOR TRANSMISSION LINE 70 WIDE (N226330) DP 641320

THE COMMON DEAL of  
was witnessed, attested by  
members of the Churches  
in the presence of:

**Department of Land and Water Conservation Approval**

[illegible]

London 04-1649 of 24.8.04

# NSW Site Auditor Scheme SITE AUDIT STATEMENT



**A site audit statement summarises the findings of a site audit. For full details of the site auditor's findings, evaluations and conclusions, refer to the associated site audit report.**

**This form was approved under the Contaminated Land Management Act 1997 on 21 February 2005. For more information about completing this form, go to Part IV.**

## PART I: Site audit identification

Site audit statement no. BE090

This site audit is a ~~statutory audit/non-statutory audit~~\* within the meaning of the Contaminated Land Management Act 1997.

Site auditor details (as accredited under the Contaminated Land Management Act 1997)

Name Brad Eismen Company HLA-Envirosciences Pty Limited

Address PO Box 726, Pymble, NSW

Postcode 2073

Phone (02) 8484 8999 Fax (02) 8484 8989

### Site details

Address Forrester Road, St Marys

Postcode 2760

Property description (attach a list if several properties are included in the site audit)

part Lot 1 in DP 1079444 (see attached plan)

Local Government Area Blacktown City Council

Area of site (e.g. hectares) approx 63.5 ha Current zoning urban uses and parklands under Sydney Regional Environmental Plan (SREP) 30

To the best of my knowledge, the site ~~is/is not~~\* the subject of a declaration, order, agreement or notice under the Contaminated Land Management Act 1997 or the Environmentally Hazardous Chemicals Act 1985.

Declaration/Order/Agreement/Notice\* ~~no(s)~~

\* Strike out as appropriate

**Site audit commissioned by**

Name Bill Mitchell Company ComLand Limited

Address Links and Forrester Roads, St Marys, NSW

Postcode 2760

Phone (02) 9673 8800 Fax (02) 9673 8888

Name and phone number of contact person (if different from above)

David Aynsley (02) 9673 8842

**Purpose of site audit**

- ☐ A. To determine land use suitability (*please specify intended use[s]*)

Regional Park under SREP 30

**OR**

- ☐ ~~B(i) To determine the nature and extent of contamination, and/or~~

- ☐ ~~B(ii) To determine the appropriateness of an investigation/remedial action/management plan\*, and/or~~

- ☐ ~~B(iii) To determine if the land can be made suitable for a particular use or uses by implementation of a specified remedial action plan/management plan\* (please specify intended use[s])~~

**Information sources for site audit**

Consultancy(ies) which conducted the site investigation(s) and/or remediation

ComLand, G-tek, Geotechnique and URS Australia

Title(s) of report(s) reviewed

1. ComLand. 2002. Remediation Action Plan for ComLand's Eastern Sector and QEL Area. September.
2. ComLand. 2006. Validation Assessment Eastern Regional Park, Ropes Crossing, NSW. October.
3. CSG. 2006. Review of UXO Investigation and Remediation Component Validation Report for Eastern Region Park, Ropes Crossing, St Marys, New South Wales. 13 November.
4. URS. 2006. Eastern Regional Park Contamination Management Plan. October.

Other information reviewed (including previous site audit reports and statements relating to the site)

1. ADI. 1997. Validation Report for the Central Sector East of the ADI St Marys Property.
2. ComLand. 2004. Eastern Precinct Roadways Sampling and Analysis Plan. 29 October.
3. ComLand. 2005. Proposed Residential Subdivision Development, Part Eastern Sector, Zone 6 (1E) – Validation Report. 08 November.
4. DIPNR. 2004. Report on the Assessment of Development Application No. 03-3988 Pursuant to Section 80 of the Environmental Planning and Assessment Act, 1979 – Proposal by St Marys Land Limited to Remediate the Eastern Sector of the Former ADI St Marys Site, Blacktown Local Government Area. July.
5. EXAT, 2001. Explosive Ordnance Investigation Eastern Sector Works, Site 15 Line Sampling, ComLand Limited, St Marys. April.
6. HLA. 1999. Stage 2 Decontamination Audit of ADI St Marys Munitions Factory. 7 June.
7. HLA. 2001. Auditors Review of Eastern Sector Works, Site 15 Line Spacing. 27 June.
8. HLA. 2005a. Site Audit Report, Sales Centre and Road 101, Eastern Precinct Stage 1, St Marys, NSW. 1 June.
9. HLA. 2005b. Site Audit Report, U Shaped Road, Eastern Precinct Stage 1, St Marys, NSW. 7 June.
10. HLA. 2005c. Site Audit Report, Proposed Residential Subdivision Development, Part Eastern Sector and QEL Areas – Zone 7 (1f), St Marys, NSW. 14 September.
11. HLA. 2006a. Site Audit Report, Proposed Residential Subdivision Development, Part Eastern Sector – Zone 6 (1e), St Marys, NSW. 9 January.
12. HLA. 2006b. Site Audit Report, Village Centre and Priority Areas, Eastern Precinct Stage 2, St Marys, NSW. 6 February.
13. HLA 2006c. Site Audit Report, Carpark and Adjacent Road Area, Eastern Precinct Stage 2, St Marys, NSW. 15 May.
14. HLA 2006d. Site Audit Report, Eastern Sector Stage 2 Boundary, St Marys, NSW. 13 June.
15. HLA 2006e. Site Audit Report, Eastern Sector Easement Area, St Marys, NSW. 10 August.
16. HLA 2006f. Site Audit Report, Stage 1C1 and Builders' Display Village within former QEL Boundary St Marys, NSW. 11 September.

17. HLA, 2006g. Site Audit Report, Part of Stage 2A and 2B Buildings and Roads, Ropes Crossing, NSW. 20 September.
18. URS. 2003. St Marys Eastern Precinct Contamination Management Plan. 24 June.
19. URS. 2005. Sampling Action Plan, Roadways and Buildings for the Eastern Precinct, St Marys NSW. 15 December.
20. WC. 1999. Qualitative Assessment of Risk – ADI St Marys. 23 March.

**Site audit report**

Title **Site Audit Report, Eastern Regional Park, St Marys, NSW**.....

Report no. **J195803 SAR 14DEC06.doc**..... Date **14 December 2006**.....

## PART II: Auditor's findings

Please complete either Section A or Section B, **not** both. (*Strike out the irrelevant section.*)

Use Section A where site investigation and/or remediation has been completed and a conclusion can be drawn on the suitability of land use(s).

Use Section B where the audit is to determine the nature and extent of contamination and/or the appropriateness of an investigation or remedial action or management plan and/or whether the site can be made suitable for a specified land use or uses subject to the successful implementation of a remedial action or management plan.

### Section A

☐ I certify that, in my opinion, the site is **SUITABLE** for the following use(s) (*tick all appropriate uses and strike out those not applicable*):

- ☒ Residential, including substantial vegetable garden and poultry
- ☒ Residential, including substantial vegetable garden, excluding poultry
- ☒ Residential with accessible soil, including garden (minimal home-grown produce contributing less than 10% fruit and vegetable intake), excluding poultry
- ☒ Day care centre, preschool, primary school
- ☒ Residential with minimal opportunity for soil access, including units
- ☒ Secondary school
- ☒ Park, recreational open space, playing field
- ☒ Commercial/industrial

☐ Other (*please specify*) Regional Park under SREP 30

subject to compliance with the following environmental management plan  
(*insert title, date and author of plan*) in light of contamination remaining on the  
site:

URS, 2006, Eastern Regional Park Contamination Management Plan, October  
(attached to this SAS)

OR

☒ I certify that, in my opinion, the site is **NOT SUITABLE** for any use due to the  
risk of harm from contamination.

### Overall comments

The work reported in ComLand (2006) is considered to substantially comply with the  
relevant NSW EPA guidelines, except as noted in the site audit report. The Auditor is  
satisfied that where compliance was not completely met, the results and conclusions  
would not be significantly altered.

.....  
The Auditor considers that the DQOs/DQIs established for the sampling and analysis were appropriate and the data obtained as part of the assessment/validation work are useable.  
.....

.....  
The Auditor notes that the chemical results from Zone 6 (1E) summarised in ComLand (2006) indicated concentrations were within the adopted guidelines for protection of human health and the environment for the material placed at Site 15.  
.....

.....  
The Auditor's specialist UXO team member (CSG) reviewed G-tek's work for adequacy and appropriateness. The results of the review indicated the geophysical survey, interpretation and investigation/remediation of anomalies was conducted in a manner that should have met the required standard of detecting a complete 20 mm projectile to a depth of 150 mm.  
.....

.....  
The Auditor considers that a detailed risk assessment is not required, based on the data reported.  
.....

.....  
ComLand (2006) concluded:  
.....

.....  
"Based on the data presented herein and its assessment in the context of the identified environmental guidelines (NEPC 1999), it is considered that the Site as indicated on Figure 1, located in ComLand's Eastern Sector, St Marys, NSW, is suitable to be used for regional park with unrestricted access for passive recreational land use."  
.....

.....  
The Auditor considers that the site is suitable as a Regional Park under SREP 30 provided the CMP is implemented.  
.....

.....  
The Auditor also concurs with ComLand's recommendation that any evidence of potential contamination (chemical or ordnance) identified during development, maintenance, management or use of the Regional Park should be managed in accordance with the Eastern Regional Park Contamination Management Plan (URS 2006).  
.....

**Section B**

Purpose of the plan<sup>1</sup> which is the subject of the audit .....

~~I certify that, in my opinion:~~

~~☐ the nature and extent of the contamination HAS/HAS NOT\* been appropriately determined~~

~~AND/OR~~

~~☐ the investigation/remedial action plan/management plan\* IS/IS NOT\* appropriate for the purpose stated above~~

~~AND/OR~~

~~☐ the site CAN BE MADE SUITABLE for the following uses (tick all appropriate uses and strike out those not applicable):~~

~~☐ Residential, including substantial vegetable garden and poultry~~

~~☐ Residential, including substantial vegetable garden, excluding poultry~~

~~☐ Residential with accessible soil, including garden (minimal home-grown produce contributing less than 10% fruit and vegetable intake), excluding poultry~~

~~☐ Day care centre, preschool, primary school~~

~~☐ Residential with minimal opportunity for soil access, including units~~

~~☐ Secondary school~~

~~☐ Park, recreational open space, playing field~~

~~☐ Commercial/industrial~~

~~☐ Other (please specify) .....~~

~~if the site is remediated/managed\* in accordance with the following remedial action plan/management plan\* (insert title, date and author of plan)~~

.....  
.....

~~subject to compliance with the following condition(s):~~

**Overall comments**

.....  
.....  
.....

<sup>1</sup> For simplicity, this statement uses the term 'plan' to refer to both plans and reports.



### PART III: Auditor's declaration

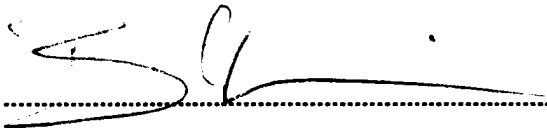
I am accredited as a site auditor by the NSW Environment Protection Authority under the *Contaminated Land Management Act 1997* (Accreditation No. 0102).

I certify that:

- I have completed the site audit free of any conflicts of interest as defined in the *Contaminated Land Management Act 1997*, and
- with due regard to relevant laws and guidelines, I have examined and am familiar with the reports and information referred to in Part I of this site audit, and
- on the basis of inquiries I have made of those individuals immediately responsible for making those reports and obtaining the information referred to in this statement, those reports and that information are, to the best of my knowledge, true, accurate and complete, and
- this statement is, to the best of my knowledge, true, accurate and complete.

I am aware that there are penalties under the *Contaminated Land Management Act 1997* for wilfully making false or misleading statements.

Signed



Date

14 DEC 06

## PART IV: Explanatory notes

*To be complete, a site audit statement form must be issued with all four parts.*

### How to complete this form

**Part I** identifies the auditor, the site, the purpose of the audit and the information used by the auditor in making the site audit findings.

**Part II** contains the auditor's opinion of the suitability of the site for specified uses or of the appropriateness of an investigation, or remedial action or management plan which may enable a particular use. It sets out succinct and definitive information to assist decision-making about the use(s) of the site or a plan or proposal to manage or remediate the site.

The auditor is to complete either Section A or Section B of Part II, **not** both.

In **Section A** the auditor may conclude that the land is *suitable* for a specified use(s) OR *not suitable* for any beneficial use due to the risk of harm from contamination.

By certifying that the site is *suitable*, an auditor declares that, at the time of completion of the site audit, no further remediation or investigation of the site was needed to render the site fit for the specified use(s). Any **condition** imposed should be limited to implementation of an environmental management plan to help ensure the site remains safe for the specified use(s). The plan should be legally enforceable: for example a requirement of a notice under the *Contaminated Land Management Act 1997* (CLM Act) or a development consent condition issued by a planning authority. There should also be appropriate public notification of the plan, e.g. on a certificate issued under s.149 of the *Environmental Planning and Assessment Act 1979*.

Auditors may also include **comments** which are key observations in light of the audit which are not directly related to the suitability of the site for the use(s). These observations may cover aspects relating to the broader environmental context to aid decision-making in relation to the site.

In **Section B** the auditor draws conclusions on the nature and extent of contamination, and/or suitability of plans relating to the investigation, remediation or management of the land, and/or whether land can be made suitable for a particular land use or uses upon implementation of a remedial action or management plan.

By certifying that a site *can be made suitable* for a use or uses if remediated or managed in accordance with a specified plan, the auditor declares that, at the time the audit was completed, there was sufficient information satisfying guidelines made or approved under the CLM Act to determine that implementation of the plan was feasible and would enable the specified use(s) of the site in the future.

For a site that *can be made suitable*, any **conditions** specified by the auditor in Section B should be limited to minor modifications or additions to the specified plan. However, if the auditor considers that further audits of the site (e.g. to validate remediation) are required, the auditor must note this as a condition in the site audit statement.

Auditors may also include **comments** which are observations in light of the audit which provide a more complete understanding of the environmental context to aid decision-making in relation to the site.

In **Part III** the auditor certifies his/her standing as an accredited auditor under the CLM Act and makes other relevant declarations.

### Where to send completed forms

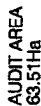
In addition to furnishing a copy of the audit statement to the person(s) who commissioned the site audit, statutory site audit statements must be sent to:

**Department of Environment and Conservation (NSW)**  
Contaminated Sites Section  
PO Box A290, SYDNEY SOUTH NSW 1232  
Fax: (02) 9995 5930

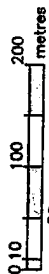
AND

the **local council** for the land which is the subject of the audit.

ORIGIN OF MGA CO-ORDINATES FROM  
PM 147113 AND PLANE DISTANCES HAVE  
BEEN USED.  
CO-ORDINATES FOR PM 147113 WERE  
DEDUCED BY WHELAN'S FROM  
SURROUNDING SSM & PMS ON PUBLIC  
RECORD. THE CO-ORDINATES FOR PM  
147113 HAVE NOT BEEN ADOPTED BY LPI.



AUDIT AREA  
63.51Ha



C	28-8-06		HATCH COLOUR & REMOVE TXT
B	23-9-06		ADD AUDIT NUMBER
A	30-6-06		HATCH SITES & TEXT CHANGES
No.	DATE		REVISION DETAILS

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**DETAILED**



# Whelans

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## Defining

Contour Map  
Eastern Regional Park  
St Marys Development Project  
Ropes Crossing

[illegible]

# **REPORT**

## **Eastern Regional Park Contamination Management Plan**

*Prepared for*

**St Marys Land Limited**

Private Road  
Off Forrester Road  
St Marys 2760

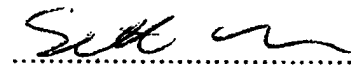
October 2006

4321 7287

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# **URS**

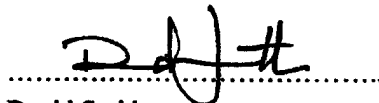
Project Director:



Seth Molinari  
Senior Principal

URS Australia Pty Ltd  
Level 3, 116 Miller Street  
North Sydney, NSW 2060 Australia  
Tel: 61 2 8925 5500  
Fax: 61 2 8925 5555

Author:



David Smith  
Principal

Date: **October 2006**  
Reference: 4321 7287  
Status: Final

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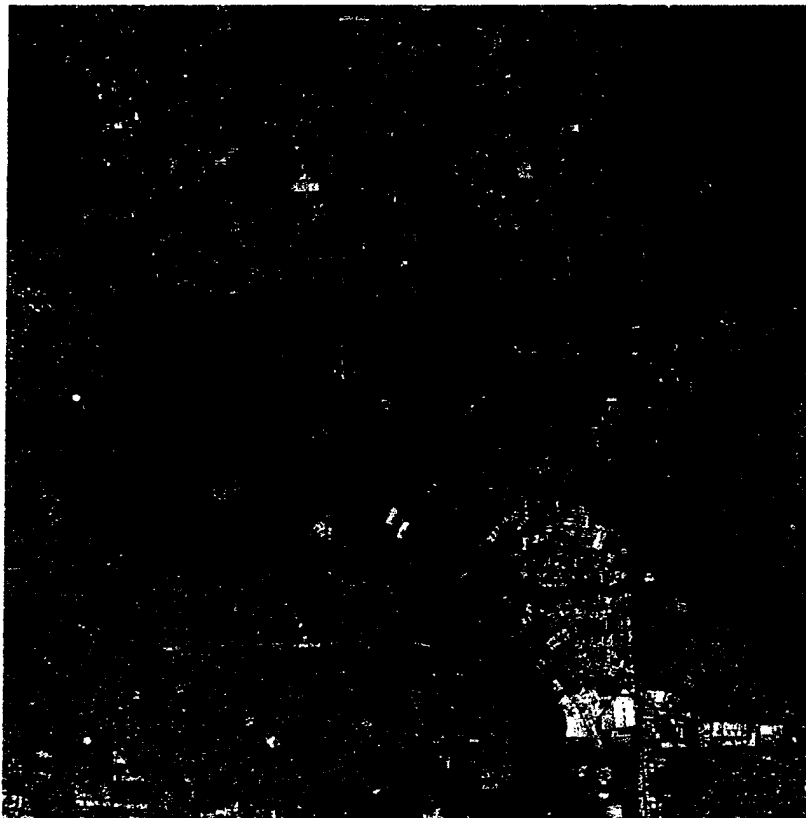
### 1.1 General Introduction

The proposed Eastern Regional Park, comprising an area of approximately 63 hectares (ha), forms part of the former Australian Defence Industries (ADI) Property at St Marys, NSW.

The former ADI Property was endorsed by the NSW Government for inclusion in the Urban Development Program (UDP) in 1993. The Property was seen to present an opportunity to provide housing for Sydney's growing population within an environmentally sustainable framework.

The St Marys Property is located approximately 45 kilometres (km) west of the Sydney CBD, 5 km north-east of the Penrith City Centre and 12 km west of the Blacktown City Centre. The main western railway is located approximately 2.5 km south of the Property. The Great Western Highway is located another 1 km south and the M4 Motorway a further 1.5 km south.

The overall former ADI Property has an area of 1,545 ha, and stretches roughly 7 km from east to west and 2 km from north to south, from Forrester Road, St Marys in the east to The Northern Road, Cranebrook in the west, and is bounded by Llandilo and Willmot in the north and Cambridge Gardens/Werrington County and the Dunheved Industrial Area in the south. The following Figure illustrates the Property.



**Figure 1 Aerial photograph of the St Marys Property**

Because the Property straddled the boundary between two local government areas (Blacktown and Penrith), the NSW Government decided that a regional environmental plan should be prepared for the Property. Technical investigations into the environmental values and development capability of the land were commenced in 1994, and the Regional Environmental Plan for St Marys (Sydney Regional Environmental Plan No. 30 (SREP 30)) was gazetted in January, 2001. SREP 30 zoned the land for a combination of “urban”, “employment”, “regional open space” and “regional park” uses.

A package of documents was prepared to guide and control development, comprising SREP 30 (maps and a written instrument) and an Environmental Planning Strategy (EPS) which set out performance objectives and strategies to address key aspects associated with the Property, including conservation, cultural heritage, water and soils, transport, urban form, energy and waste, human services, employment and land contamination.

In December 2002, a Deed of Agreement was entered into between the landowner and developer of the land (a Joint Venture comprising ComLand and Lend Lease Development) and the NSW Government setting out the developer’s and State Government’s responsibilities in providing services and infrastructure.

SREP 30 identified six development “precincts” known as the Western Precinct, Central Precinct, North and South Dunheved Precincts, Ropes Creek Precinct and Eastern Precinct.

SREP 30 requires that a Precinct Plan be adopted by Council prior to any development taking place.

Planning for each precinct is required to address all of the issues in SREP 30 and the EPS, including preparation of management plans for a range of key issues.

In March 2002, the Commonwealth Government advised that those areas of the Property listed on the Register of the National Estate should be excluded from urban development and be vested in the NSW National Parks and Wildlife Service (NPWS) as a Regional Park. This had the effect of changing the boundaries of the areas to be set aside for conservation. The amended Eastern Regional Park precinct is shown in the following figure.

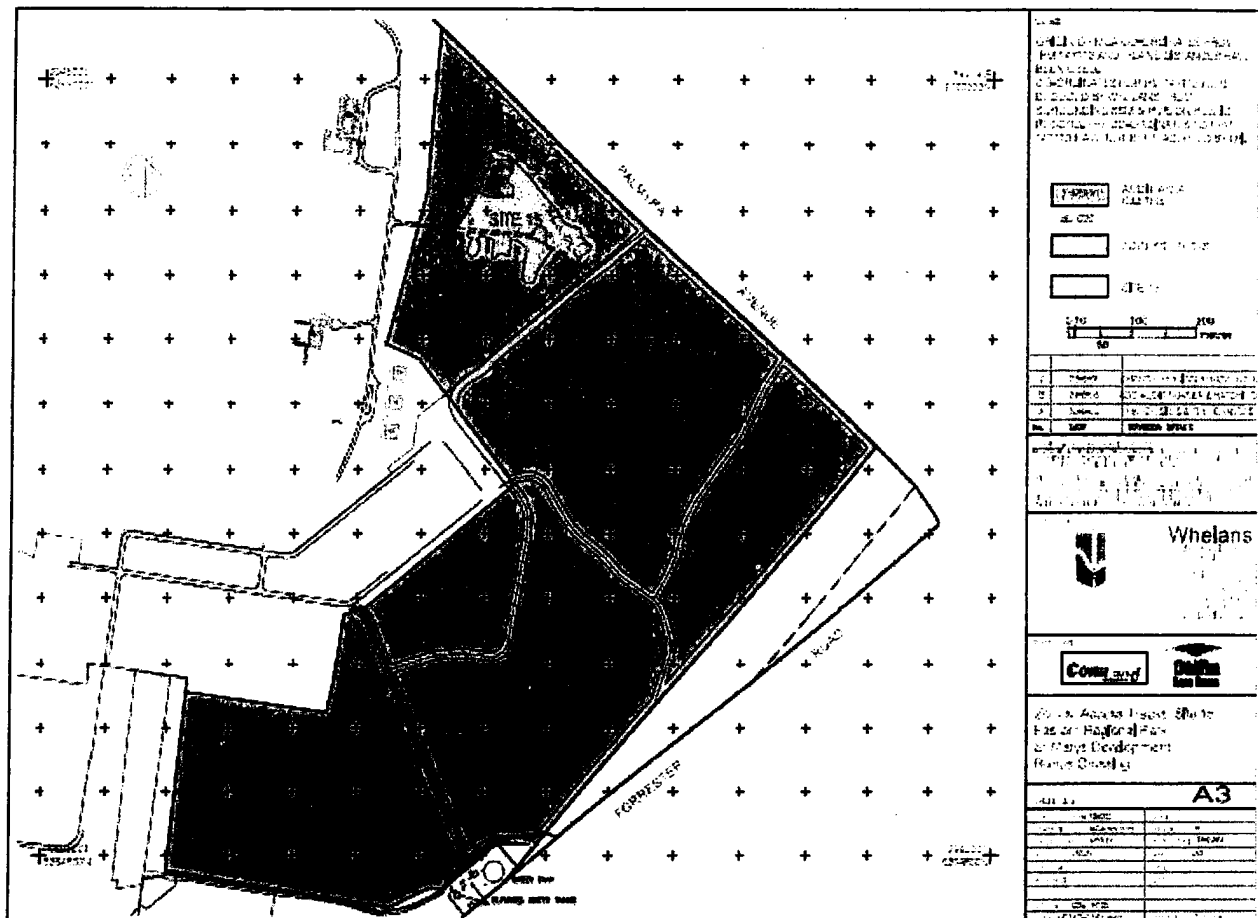
On 16 June 2003, the NSW Minister for Planning declared the Eastern Precinct a Release Area, paving the way for the preparation of a Precinct Plan for this area.

In addition, the NSW Environment Protection Authority (now incorporated within the Department of Environment and Conservation (DEC)) has provided advice to Site Auditors that “*auditors should be able to rely on expert opinion [Department of Defence Unexploded Ordnance panel personnel] to form a view about site suitability [with respect to ordnance]*”.

Accordingly, this Eastern Regional Park Contamination Management Plan (ERPCMP) has been prepared for the Eastern Regional Park to take account of current site knowledge and DEC guidance.



### Figure 2 Eastern Regional Park



## **1.2 Introduction to Eastern Regional Park Contamination Management Plan**

The St Marys Eastern Precinct has been the subject of an extensive investigation and remediation programme which commenced in 1990 with the objective of assessing the extent of contamination and remediating the site to a standard suitable for a variety of land uses including residential.

The early work was undertaken with the full involvement of the then NSW EPA (now DEC) and later an independent NSW EPA accredited Site Auditor who has issued Site Audit Statements for the St Marys property.

The majority of the site has been remediated to a standard which is considered to pose a negligible risk to the public or the environment with regard to chemical contamination and/or explosive ordnance.

However, due to the extent of vegetative cover and flora protection constraints, not all areas of the Eastern Regional Park (the Site) could be comprehensively assessed.

This ERPCMP has been prepared after consideration of the conclusions of the Validation Assessment, Eastern Regional Park, St Marys, NSW (ComLand Limited, August 2006) and earlier remediation and validation reports for the St Marys site.

## **1.3 Eastern Regional Park Contamination Management Plan Objectives**

The objective of this ERPCMP is to provide the Site Manager with a framework for addressing any future discovery of potential chemical contamination or potentially explosive ordnance so as to make possible a safe environment for Site staff, visitors to the Eastern Regional Park and workers during development works within the Eastern Regional Park. It is anticipated implementation of the ERPCMP will be included within the Site Management hierarchy of park management plans.

Such unexpected finds may occur in areas which may contain remnant materials which were obscured by the local topography or vegetation, the type of surface cover or were at a depth preventing detection. The ERPCMP is designed to cater for the exposure of potential contamination as a consequence of bushfire, land clearing, earthworks or incidental activities or occurrences.

The implementation of the ERPCMP will require the briefing of Site staff and/or sub-contractors engaged by Site Manager who may uncover potential chemical and/or explosive ordnance contamination.

Figure 3 provides a schematic representation of decisions and actions described in this ERPCMP.

The procedures included in this ERPCMP should be included in the safety induction for all Site staff and others engaged in intrusive works in the Eastern Regional Park and are relevant to the long-term operation of the Eastern Regional Park. The provision of advisory information (e.g. signage) for visitors to the Eastern Regional Park is recommended.

Where potential contamination, possibly outside the scope normal Regional Park waste management procedures, is uncovered the ERPCMP requires the Site Manager to restrict access to the relevant area of concern, while the area is assessed and, if necessary, remediated and validated in order that unrestricted access can be re-established in a safe manner.

Two classes of potential contamination are discussed separately:

- Ordnance; and
- Chemical (including potential asbestos containing materials).

Figure 3 describes the decision steps required in the implementation of the ERPCMP.

## 2.1 Potential Explosive Ordnance Materials

Potential ordnance material may be indicated in the field as:

- Munitions shells;
- Flares;
- Ammunition packaging;
- Grenade components; or
- Metal debris (but excluding scrap metal).

Should potential ordnance material be uncovered current activities will be ceased immediately and the Site Manager informed. Access to the area should be restricted by means of an appropriate barrier. The potential ordnance item will not be disturbed in any manner.

The Site Manager will inspect the find to assess whether it is miscellaneous debris, a fragment of ordnance or potential explosive munitions. Where the Site Manager can positively identify the item as non-munitions debris or a harmless fragment of debris, the material should be removed from the site and disposed of appropriately.

Where it is considered to be potential explosive ordnance (hereafter called Munitions), the Site Manager shall, in accordance with Department of Defence Policy, report the find to the NSW Police.

The NSW Police will implement their procedures regarding potential Munitions finds and will, if considered safe, remove the item(s) from the site. If appropriate, the Police may seek assistance from the Department of Defence Regional Explosive Ordnance Services for the identification and safe disposal of the item(s).

Once the area has been declared safe by the NSW Police or Department of Defence, the Site Manager may remove access restrictions on the area and normal activities resumed.

Based on the nature of the find, the Site Manager, Department of Defence or the Police may recommend that a geophysical survey of the surrounding area be undertaken to assess the extent of ordnance

materials. The Site Manager would commission an appropriately qualified Ordnance Contractor to conduct the survey. Such surveys are mandatory where the identified explosive ordnance is considered a Category A<sup>1</sup> item or more than three readily identifiable Category B<sup>2</sup> items are found at one location. Where Category A items are encountered and disposed of, the excavation will also be assessed for potential chemical contamination by an Environmental Consultant in accordance with 2.2.

Should ordnance contamination be identified that may materially affect the validity or appropriateness of conclusions in the relevant Site Audit Statement, the Site Auditor shall be informed.

The Ordnance Contractor will prepare a report on the investigations undertaken, the remediation works undertaken and the validation surveys completed. Subject, if required by the Site Auditor, to review of the Ordnance Contractor's report by an independent ordnance expert (Ordnance Consultant), being a member of the Department of Defence UXO Panel (DUXOP), the access restrictions on the area can be removed and normal activities resumed.

## 2.2 Potential Chemical Contamination

Potential chemical contamination may be indicated in the field by:

- Potentially asbestos containing sheeting, fragments or insulation materials;
- Discoloured or odorous soils; or
- The presences of other foreign materials, such as drums, waste dumps or other rubble which could be a source of contamination.

Should suspected asbestos waste be identified activities will cease immediately and the Site Manager will be informed. Access to the area should be restricted by means of an appropriate barrier. The Site Manager shall engage an appropriately licensed asbestos contractor to remove the asbestos waste and dispose of it in accordance with NSW legislation.

Should the Site Manager consider material identified in the Eastern Regional Park to potentially be chemical contamination and outside the scope of Eastern Regional Park waste management procedures, a suitably qualified Environmental Consultant will be engaged. The Environmental Consultant will be responsible for assessing the findings, and, where appropriate, taking samples to characterise and delineate the extent of the potential contamination, defining appropriate remedial actions and reporting on the assessment and the conclusions of the investigation.

---

<sup>1</sup> **Category A items** An item clearly of a military nature and which might readily be recognized by a member of the public as such (e.g. in effect complete in appearance as a projectile of 20 mm calibre or greater, hand grenade, mortar, bomb, etc) and containing explosive filling, but excluding small arms ammunition.

<sup>2</sup> **Category B items** An item clearly of a military nature and which might readily be recognized by a member of the public as such (e.g. in effect complete in appearance as a projectile of 20 mm calibre or greater, hand grenade, mortar, bomb, etc) and not containing explosive filling, but excluding small arms ammunition.

If considered necessary by the Environmental Consultant, the contamination will be removed for disposal at a suitably licensed facility in accordance with *Environmental Guidelines: Assessment, Classification & Management of Liquid & Non-liquid Wastes* (NSW DEC, 2004). A report on the investigation, remediation and subsequent validation should be completed by the Environmental Consultant.

Should contamination be identified that may materially affect the validity or appropriateness of conclusions in the Site Audit Statement (see Attachment A) the Site Auditor shall be informed.

Upon receipt of advice from the Environmental Consultant and, if appropriate, the Site Auditor, that the area is suitable for Regional Park land use the access restrictions can be removed by the Site Manager.

If the area is determined by the Environmental Consultant to not be contaminated or the analyses meet the relevant site validation criteria, the Environmental Consultant should notify the Site Manager that the access restrictions on the area can be lifted and that normal activities may resume. The Environmental Consultant will prepare a report on the investigation and the conclusions drawn.

### 2.3 Implementation of the ERPCMP

The ERPCMP shall be implemented by the Site Manager in accordance with the Occupational Health and Safety Act 2000 and the ultimately the NPWS Visitor Safety Policy made under the National Parks and Wildlife Act 1974 and associated Management Plans and regulations.

# Summary of Roles and Responsibilities

## SECTION 3

The key roles and responsibilities with respect to this ERPCMP are as follows:

Site Management and Site sub-contractors	During Regional Park operations, the role of Site staff and/or Site sub-contractors is to be vigilant for potential contamination and/or ordnance. Where potential contamination and/or ordnance is identified, Site staff will restrict access to the area and inform the Site Manager.
Site Manager	<p>The person appointed by Land Owner as being responsible for Eastern Regional Park operations. Responsible for the induction of staff and provision of advisory information for visitors, the preliminary assessment of potential contamination and assessing whether further action is required. The Site Manager is responsible for assessing the adequacy of access restriction measures and contacting, as appropriate, the NSW Police and Environmental and/or an Ordnance Consultants/Contractors.</p> <p>Once the area is declared free of the contamination, the Site Manager's role will be to remove the access restriction and allow normal site activities to resume.</p>
Environmental Consultant	Once called to the site, the Environmental Consultant will be responsible for assessing the potential chemical find, undertaking necessary sampling and delineation, developing any necessary remedial scope and validating any remediation necessary to render the site suitable for Regional Park land use. The Environmental Consultant may, as appropriate, have expertise in asbestos assessment or environmental assessment.
Ordnance Contractor	If called to the site, the Ordnance Contractor will be responsible for assessing potential ordnance finds, undertaking any surveying, sampling and delineation, developing necessary remedial scopes and validating any remediation necessary to render the site suitable for Regional Park land use. The Ordnance Contractor shall complete a report on each area investigated and/or remediated and provide a copy for review by the Ordnance Consultant.
Ordnance Consultant	Responsible for reviewing the survey and assessment of areas contaminated by suspected ordnance which is undertaken as a consequence of discovery of suspect materials. The Ordnance Consultant, who will be independent of the Ordnance Contractor and be a member of DUXOP, will, when satisfied with information provided by the Ordnance Contractor, provide Ordnance Clearances which confirm the site is suitable for Regional Park land use.
Site Auditor	Responsible for reviewing the remediation and assessment of areas contaminated by chemicals which is undertaken as a consequence of discovery of significant contamination. The Site Auditor, who will be independent of the Environmental Consultant and be accredited by the NSW DEC, will, when satisfied by the information provided and relying on clearance reports provided by the Environmental and/or Ordnance Consultant(s), if necessary, issue a further Site Audit Statement which certifies the suitability of the site for the Regional Park land use.
NSW Police	Responsible for responding to report by Site Manager of potential explosive ordnance. If appropriate, the NSW Police will seek advice/assistance from Department of Defence.

URS Australia Pty Ltd (URS) has prepared this report for the use of Maryland Development Company in accordance with the usual care and thoroughness of the consulting profession. It is based on generally accepted practices and standards at the time it was prepared. No other warranty, expressed or implied, is made as to the professional advice included in this report. It is prepared in accordance with the scope of work and for the purpose outlined in St Marys Land Limited Order No. 00537 dated 16 February 2006.

The sources of information used by URS are outlined in this report. URS has made no independent verification of this information beyond the agreed scope of works and URS assumes no responsibility for any inaccuracies or omissions. No indications were found during our investigations that information contained provided to URS was false.

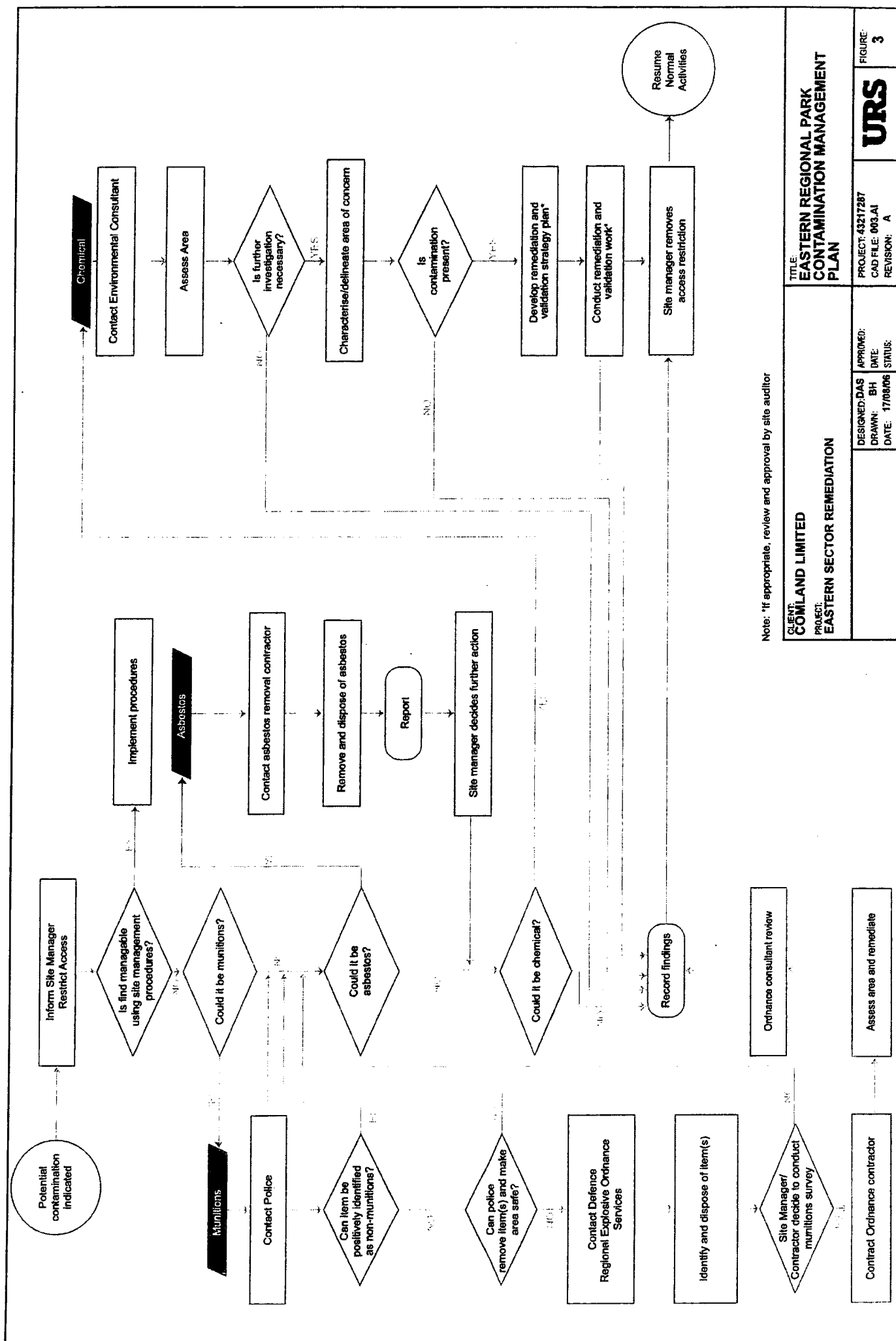
This report was prepared between February and October 2006 and is based on the information reviewed at the time of preparation. URS disclaims responsibility for any changes that may have occurred after this time.

This report should be read in full. No responsibility is accepted for use of any part of this report in any other context or for any other purpose or by third parties. This report does not purport to give legal advice. Legal advice can only be given by qualified legal practitioners.

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**Figure 3**  
**Eastern Regional Park**  
**Contamination Management Plan - Flowchart**





# NSW Site Auditor Scheme SITE AUDIT STATEMENT



*A site audit statement summarises the findings of a site audit. For full details of the site auditor's findings, evaluations and conclusions, refer to the associated site audit report.*

*This form was approved under the Contaminated Land Management Act 1997 on 21 February 2005. For more information about completing this form, go to Part IV.*

## PART I: Site audit identification

Site audit statement no. BE090/1

This site audit is a ~~statutory audit~~ **non-statutory audit\*** within the meaning of the Contaminated Land Management Act 1997.

Site auditor details (as accredited under the Contaminated Land Management Act 1997)

Name Brad Eismen Company HLA-Envirosciences Pty Limited

Address PO Box 726, Pymble, NSW

Postcode 2073

Phone (02) 8484 8999 Fax (02) 8484 8989

### Site details

Address Forrester Road, St Marys

Postcode 2760

Property description (attach a list if several properties are included in the site audit)

part Lot 1 in DP 1079444 (see attached plan)

Local Government Area Blacktown City Council

Area of site (e.g. hectares) approx 63.5 ha Current zoning urban uses and parklands under Sydney Regional Environmental Plan (SREP) 30

To the best of my knowledge, the site ~~is~~ **is not\*** the subject of a declaration, order, agreement or notice under the Contaminated Land Management Act 1997 or the Environmentally Hazardous Chemicals Act 1985.

Declaration/Order/Agreement/Notice\* no(e)

\* Strike out as appropriate

**Site audit commissioned by**

Name Bill Mitchell Company ComLand Limited

Address Links and Forrester Roads, St Marys, NSW

Postcode 2760

Phone (02) 9673 8800 Fax (02) 9673 8888

Name and phone number of contact person (if different from above)

David Aynsley (02) 9673 8842

**Purpose of site audit**

- ☒ A. To determine land use suitability (*please specify intended use[s]*)

Park, recreational open space, playing field

**OR**

☐ B(i) To determine the nature and extent of contamination, and/or

☐ B(ii) To determine the appropriateness of an investigation/remedial action/management plan\*, and/or

☐ B(iii) To determine if the land can be made suitable for a particular use or uses by implementation of a specified remedial action plan/management plan\* (*please specify intended use[s]*)

**Information sources for site audit**

Consultancy(ies) which conducted the site investigation(s) and/or remediation

ComLand, G-tek, Geotechnique and URS Australia

Title(s) of report(s) reviewed

1. ComLand. 2002. Remediation Action Plan for ComLand's Eastern Sector and QEL Area. September.
2. ComLand. 2006. Validation Assessment Eastern Regional Park, Ropes Crossing, NSW. October.
3. CSG. 2006. Review of UXO Investigation and Remediation Component Validation Report for Eastern Region Park, Ropes Crossing, St Marys, New South Wales. 13 November.
4. URS. 2006. Eastern Regional Park Contamination Management Plan. October.
5. ComLand. 2007. Eastern Regional Park Validation Report (BE090). 24 January.

Other information reviewed (including previous site audit reports and statements relating to the site)

1. ADI. 1997. Validation Report for the Central Sector East of the ADI St Marys Property.
2. ComLand. 2004. Eastern Precinct Roadways Sampling and Analysis Plan. 29 October.
3. ComLand. 2005. Proposed Residential Subdivision Development, Part Eastern Sector, Zone 6 (1E) – Validation Report. 08 November.
4. DIPNR. 2004. Report on the Assessment of Development Application No. 03-3988 Pursuant to Section 80 of the Environmental Planning and Assessment Act, 1979 – Proposal by St Marys Land Limited to Remediate the Eastern Sector of the Former ADI St Marys Site, Blacktown Local Government Area. July.
5. EXAT, 2001. Explosive Ordnance Investigation Eastern Sector Works, Site 15 Line Sampling, ComLand Limited, St Marys. April.
6. HLA. 1999. Stage 2 Decontamination Audit of ADI St Marys Munitions Factory. 7 June.
7. HLA. 2001. Auditors Review of Eastern Sector Works, Site 15 Line Spacing. 27 June.
8. HLA. 2005a. Site Audit Report, Sales Centre and Road 101, Eastern Precinct Stage 1, St Marys, NSW. 1 June.
9. HLA. 2005b. Site Audit Report, U Shaped Road, Eastern Precinct Stage 1, St Marys, NSW. 7 June.
10. HLA. 2005c. Site Audit Report, Proposed Residential Subdivision Development, Part Eastern Sector and QEL Areas – Zone 7 (1f), St Marys, NSW. 14 September.
11. HLA. 2006a. Site Audit Report, Proposed Residential Subdivision Development, Part Eastern Sector – Zone 6 (1e), St Marys, NSW. 9 January.
12. HLA. 2006b. Site Audit Report, Village Centre and Priority Areas, Eastern Precinct Stage 2, St Marys, NSW. 6 February.
13. HLA 2006c. Site Audit Report, Carpark and Adjacent Road Area, Eastern Precinct Stage 2, St Marys, NSW. 15 May.
14. HLA 2006d. Site Audit Report, Eastern Sector Stage 2 Boundary, St Marys, NSW. 13 June.
15. HLA 2006e. Site Audit Report, Eastern Sector Easement Area, St Marys, NSW. 10 August.
16. HLA 2006f. Site Audit Report, Stage 1C1 and Builders' Display Village within former QEL Boundary St Marys, NSW. 11 September.

17. HLA, 2006g. Site Audit Report, Part of Stage 2A and 2B Buildings and Roads, Ropes Crossing, NSW. 20 September.
18. HLA. 2006h. Site Audit Report, Eastern Regional Park, Ropes Crossing (St Marys), NSW. 14 December
19. URS. 2003. St Marys Eastern Precinct Contamination Management Plan. 24 June.
20. URS. 2005. Sampling Action Plan, Roadways and Buildings for the Eastern Precinct, St Marys NSW. 15 December.
21. WC. 1999. Qualitative Assessment of Risk – ADI St Marys. 23 March.

**Site audit report**

Title Site Audit Report BE090/1, Eastern Regional Park, Ropes Crossing, NSW

Report no. J195803 SAR 31JAN07.doc Date 31 January 2007

## PART II: Auditor's findings

Please complete either Section A or Section B, not both. (*Strike out the irrelevant section.*)

Use Section A where site investigation and/or remediation has been completed and a conclusion can be drawn on the suitability of land use(s).

Use Section B where the audit is to determine the nature and extent of contamination and/or the appropriateness of an investigation or remedial action or management plan and/or whether the site can be made suitable for a specified land use or uses subject to the successful implementation of a remedial action or management plan.

### Section A

☒ I certify that, in my opinion, the site is **SUITABLE** for the following use(s) (*tick all appropriate uses and strike out those not applicable*):

☐ Residential, including substantial vegetable garden and poultry

☐ Residential, including substantial vegetable garden, excluding poultry

☐ Residential with accessible soil, including garden (minimal home grown produce contributing less than 10% fruit and vegetable intake), excluding poultry

☐ Day care centre, preschool, primary school

☐ Residential with minimal opportunity for soil access, including units

☐ Secondary school

☒ Park, recreational open space, playing field

☐ Commercial/industrial

☐ Other (please specify) \_\_\_\_\_

subject to compliance with the following environmental management plan  
(insert title, date and author of plan) in light of contamination remaining on the  
site:

URS, 2006, Eastern Regional Park Contamination Management Plan, October  
(attached to this SAS)

OR

☐ I certify that, in my opinion, the site is **NOT SUITABLE** for any use due to the  
risk of harm from contamination.

### Overall comments

Following the issue of BE090, ComLand requested that a revised SAS be provided  
stating that the site was suitable for "Park, recreational open space, playing field". The  
Auditor notes that ComLand (2006) did not specifically conclude the site was suitable  
for "Park, recreational open space, playing field", however the report recommended

the SAS reflect this. The Auditor required that the consultant conclude the site is suitable for the specific land use and confirm that the contamination management plan (CMP – URS 2006) is adequate.

Based on a review of ComLand (2007), the Auditor concurs that the site is suitable for "Park, recreational open space, playing field" and that the CMP is adequate should the site be redeveloped as a playing field.

The Auditor also notes that the site audit report described above (J195803 SAR 31JAN07.doc) does not replace the site audit report produced for BE090 (HLA 2006h) and supplements that report. HLA (2006h) is therefore part of this site audit statement as well.

**Section B**

Purpose of the plan<sup>1</sup> which is the subject of the audit .....

I certify that, in my opinion:

☐ the nature and extent of the contamination HAS/HAS NOT\* been appropriately determined

AND/OR

☐ the investigation/remedial action plan/management plan\* IS/IS NOT\* appropriate for the purpose stated above

AND/OR

☐ the site CAN BE MADE SUITABLE for the following uses (tick all appropriate uses and strike out those not applicable):

☐ Residential, including substantial vegetable garden and poultry

☐ Residential, including substantial vegetable garden, excluding poultry

☐ Residential with accessible soil, including garden (minimal home-grown produce contributing less than 10% fruit and vegetable intake), excluding poultry

☐ Day care centre, preschool, primary school

☐ Residential with minimal opportunity for soil access, including units

☐ Secondary school

☐ Park, recreational open space, playing field

☐ Commercial/industrial

☐ Other (please specify) .....

If the site is remediated/managed<sup>2</sup> in accordance with the following remedial action plan/management plan\* (insert title, date and author of plan)

.....

.....

subject to compliance with the following condition(s):

Overall comments

.....

.....

.....

<sup>1</sup> For simplicity, this statement uses the term 'plan' to refer to both plans and reports.



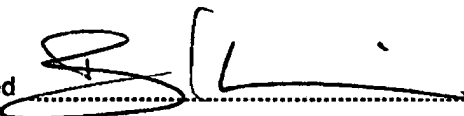
### PART III: Auditor's declaration

I am accredited as a site auditor by the NSW Environment Protection Authority under the *Contaminated Land Management Act 1997* (Accreditation No. 0102).

I certify that:

- I have completed the site audit free of any conflicts of interest as defined in the *Contaminated Land Management Act 1997*, and
- with due regard to relevant laws and guidelines, I have examined and am familiar with the reports and information referred to in Part I of this site audit, and
- on the basis of inquiries I have made of those individuals immediately responsible for making those reports and obtaining the information referred to in this statement, those reports and that information are, to the best of my knowledge, true, accurate and complete, and
- this statement is, to the best of my knowledge, true, accurate and complete.

I am aware that there are penalties under the *Contaminated Land Management Act 1997* for wilfully making false or misleading statements.

Signed  Date 31 JAN 07

## PART IV: Explanatory notes

*To be complete, a site audit statement form must be issued with all four parts.*

### How to complete this form

**Part I** identifies the auditor, the site, the purpose of the audit and the information used by the auditor in making the site audit findings.

**Part II** contains the auditor's opinion of the suitability of the site for specified uses or of the appropriateness of an investigation, or remedial action or management plan which may enable a particular use. It sets out succinct and definitive information to assist decision-making about the use(s) of the site or a plan or proposal to manage or remediate the site.

The auditor is to complete either Section A or Section B of Part II, not both.

In **Section A** the auditor may conclude that the land is *suitable* for a specified use(s) OR *not suitable* for any beneficial use due to the risk of harm from contamination.

By certifying that the site is *suitable*, an auditor declares that, at the time of completion of the site audit, no further remediation or investigation of the site was needed to render the site fit for the specified use(s). Any condition imposed should be limited to implementation of an environmental management plan to help ensure the site remains safe for the specified use(s). The plan should be legally enforceable: for example a requirement of a notice under the *Contaminated Land Management Act 1997* (CLM Act) or a development consent condition issued by a planning authority. There should also be appropriate public notification of the plan, e.g. on a certificate issued under s.149 of the *Environmental Planning and Assessment Act 1979*.

Auditors may also include **comments** which are key observations in light of the audit which are not directly related to the suitability of the site for the use(s). These observations may cover aspects relating to the broader environmental context to aid decision-making in relation to the site.

In **Section B** the auditor draws conclusions on the nature and extent of contamination, and/or suitability of plans relating to the investigation, remediation or management of the land, and/or whether land can be made suitable for a particular land use or uses upon implementation of a remedial action or management plan.

By certifying that a site *can be made suitable* for a use or uses if remediated or managed in accordance with a specified plan, the auditor declares that, at the time the audit was completed, there was sufficient information satisfying guidelines made or approved under the CLM Act to determine that implementation of the plan was feasible and would enable the specified use(s) of the site in the future.

For a site that *can be made suitable*, any conditions specified by the auditor in Section B should be limited to minor modifications or additions to the specified plan. However, if the auditor considers that further audits of the site (e.g. to validate remediation) are required, the auditor must note this as a condition in the site audit statement.

Auditors may also include **comments** which are observations in light of the audit which provide a more complete understanding of the environmental context to aid decision-making in relation to the site.

In **Part III** the auditor certifies his/her standing as an accredited auditor under the CLM Act and makes other relevant declarations.

### Where to send completed forms

In addition to furnishing a copy of the audit statement to the person(s) who commissioned the site audit, statutory site audit statements must be sent to:

**Department of Environment and Conservation (NSW)**  
Contaminated Sites Section  
PO Box A290, SYDNEY SOUTH NSW 1232  
Fax: (02) 9995 5930

AND

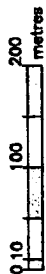
the local council for the land which is the subject of the audit.

ORIGIN OF MGA CO-ORDINATES FROM  
PM 147113 AND PLANE DISTANCES HAVE  
BEEN USED.  
CO-ORDINATES FOR PM 147113 WERE  
DEDUCED BY WHELAN'S FROM  
RECORDING SSM & PMS ON PUBLIC  
RECORD. THE CO-ORDINATES FOR PM  
147113 HAVE NOT BEEN ADOPTED BY LPI.

**AUDIT AREA**  
**63.51Ha**

060 3A

**AREA RECENTLY  
COMPLETED**



C	28-8-08	HATCH COLOUR & REMOVE TXT		
B	23-8-08	ADD AUDIT NUMBER		
A	30-8-08	HATCH SITES & TEXT CHANGES		
No.	DATE	REVISION DETAILS		

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**PROBATION DEPT.**



## Whelans

Level 6, 55 York Street  
 Sydney, NSW 2000  
 DX 771 Sydney  
 1. 02 9234 8500  
 1. 02 9302 0511  
[whelaninfo.com.au](http://whelaninfo.com.au)

**BRUNNEN**



## Defining

**Contour Map  
Eastern Regional Park  
St Marys Development Project  
Ropes Crossing**

**A3**

[illegible]

**NUMBER 1 OF 1 SHEETS**

**EXECUTED** and delivered as a Deed in Sydney.

**Signed Sealed and Delivered by The  
Minister for Planning and Infrastructure**  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Minister for Planning and Infrastructure

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Signed Sealed and Delivered for and on  
behalf of Roads and Maritime Services in**  
the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Executed** as a deed in accordance with  
section 127 of the *Corporations Act 2001* by  
affixing the common seal of **St Marys Land  
Limited** in the presence of:

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Director/Secretary Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Executed** as a deed in accordance with section 127 of the *Corporations Act 2001* by affixing the common seal of **Lend Lease Development Pty Limited** in the presence of:

---

Director Signature

---

Director/Secretary Signature

---

Print Name

---

Print Name

**Executed** as a deed in accordance with section 127 of the *Corporations Act 2001* by affixing the common seal of **ComLand Limited** in the presence of:

---

Director Signature

---

Director/Secretary Signature

---

Print Name

---

Print Name

**Executed** as a deed in accordance with section 127 of the *Corporations Act 2001* by **Lend Lease Corporation Limited**:

---

Director Signature

---

Director/Secretary Signature

---

Print Name

---

Print Name