

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 procedure set out in this clause 17 and 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 in accordance with the procedure set out in this clause 17.

- 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)

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 plan¹ 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

¹ 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
 UTM 147113 AND PLANE DISTANCES
 HAVE BEEN USED.

CO-ORDINATES FOR PM 147113 WERE DEDUCED BY WHELAN FROM SURROUNDING SSM & PM'S ON PUBLIC RECORD. THE CO-ORDINATES FOR PM 147113 HAVE NOT BEEN ADOPTED BY PI.

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

B	12-5-2006	CHANGE HATCH TO BLUE
A	6-12-2005	REMOVE ARROWS
No.	DATE	REVISION DETAILS

© WELAMS OPERATIONS, PTY LTD
INFORMATION CONTAINED IN THIS DRAWING
IS THE PROPERTY OF WELAMS OPERATIONS PTY LTD
AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM
WITHOUT PERMISSION IN WRITING FROM WELAMS OPERATIONS, PTY LTD

2010-03-26:K88



Whelans

Telephone Operations: Pay Ltd.
ACM 0911 140 783

THE LARK: 015-2011-10-01

1. **INTRODUCTION**

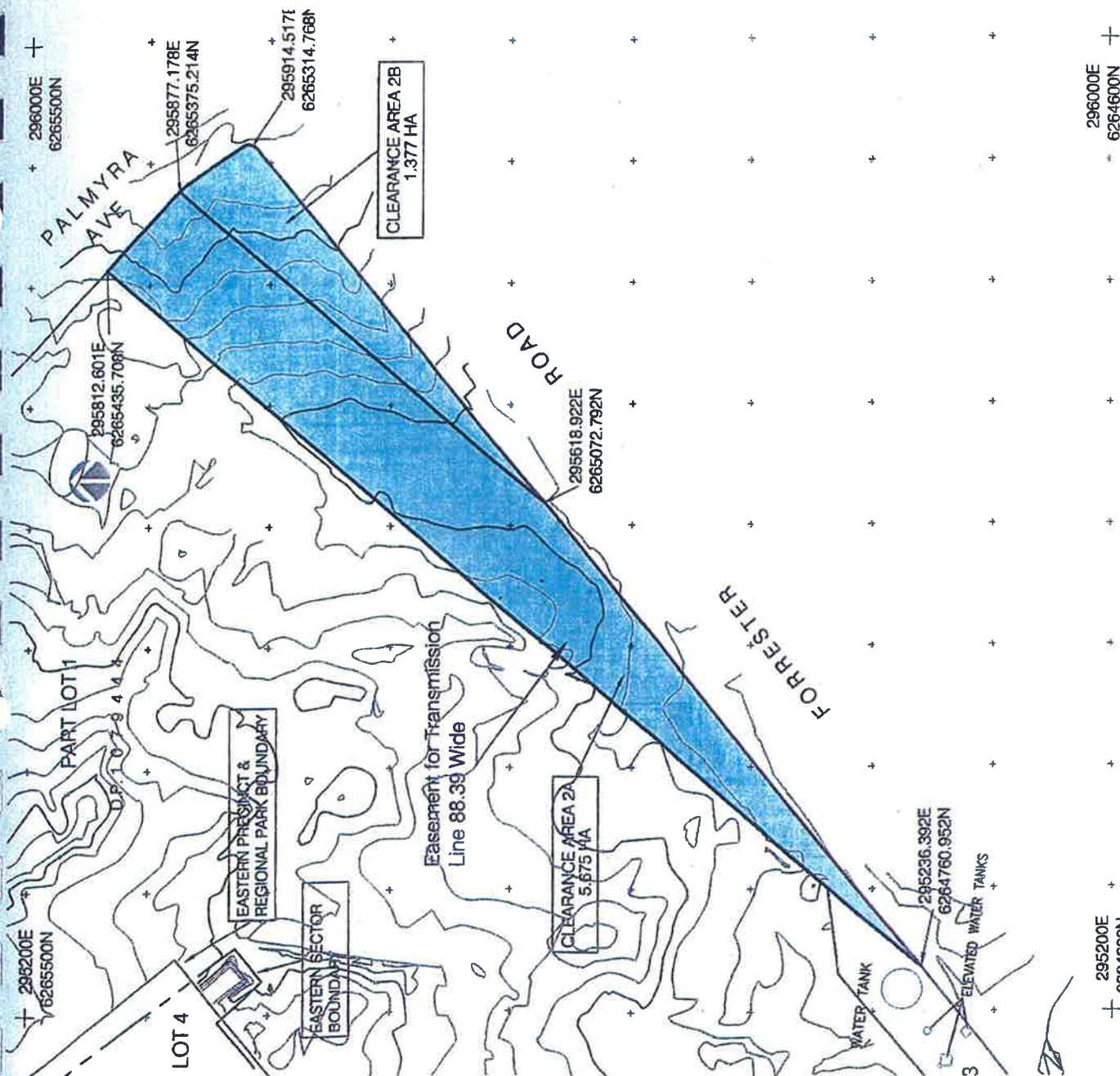


Comi and

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

Figure 3 A4

DATE	DATE OF BIRTH	DATE OF DEATH	DATE OF MARRIAGE	DATE OF LAST VISIT
01/10/2000	01/10/2000	01/10/2000	01/10/2000	01/10/2000



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 plan¹ 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

.....

.....

.....

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

PART III: Auditor's declaration

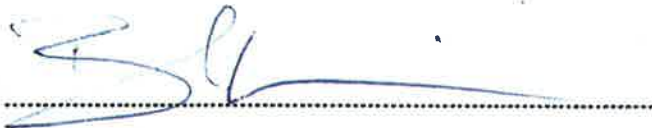
I am accredited as a site auditor by the NSW Environment Protection Authority under the *Contaminated Land Management Act 1997* (Accreditation No. 0102).

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