

Development Consent

Section 4.38 of the *Environmental Planning and Assessment Act 1979*

As delegate of the Minister for Planning and Public Spaces under delegation executed on 26 April 2021, I approve the Development Application referred to in Schedule 1, subject to the conditions specified in Schedule 2.

These conditions are required to:

- prevent, minimise, or offset adverse environmental impacts;
- set standards and performance measures for acceptable environmental performance;
- require regular monitoring and reporting; and
- provide for the ongoing environmental management of the development



Chris Ritchie
Director, Industry Assessments

Sydney

2 July 2021

File: SSD 10399

SCHEDULE 1

Application Number:	SSD 10399
Applicant:	ISPT Pty Ltd
Consent Authority:	Minister for Planning and Public Spaces
Site:	Lot 10 DP 1022044, Lot 216 DP 1030744, Lot 601 DP 1047403, Lot 4 DP 1192514, Lot 63 DP 752051, Lot 107 DP 1028208 44 Clunies Ross Street, Prospect, Lot 107 Clunies Ross Street, Prospect and 615A Great Western Highway Pemulwuy
Development:	A warehouse and logistics estate including construction, fit out and operation of seven warehouses, offices, a cafe and associated infrastructure with a combined gross floor area of 95,150 square metres

TABLE OF CONTENTS

DEFINITIONS	II
PART A ADMINISTRATIVE CONDITIONS.....	1
Obligation to Minimise Harm to the Environment.....	1
Terms of Consent	1
Limits of Consent.....	1
Notification of Commencement.....	2
Surrender of Existing Consents or Approvals	2
Evidence of Consultation	2
Staging, Combining and Updating Strategies, Plans or Programs	3
Protection of Public Infrastructure.....	3
Demolition.....	3
Structural Adequacy	3
Compliance.....	3
Contributions to Council.....	3
Planning Agreement	3
Operation of Plant and Equipment.....	3
Community Communication Strategy	4
Easements.....	4
External Walls and Cladding.....	4
Utilities and Services	4
Sydney Water	5
Endeavour Energy	5
Works as Executed Plans.....	5
Applicability of Guidelines.....	5
PART B SPECIFIC ENVIRONMENTAL CONDITIONS.....	6
Traffic and Access	6
Aboriginal and Historic Heritage	7
Visual Amenity.....	8
Soils, Water Quality and Hydrology	9
Noise	10
Vibration	11
Air Quality	12
Remediation	12
Bushfire Protection	12
Biodiversity	13
Waste Management.....	13
Hazards and Risk	13
Community Engagement	13
PART C ENVIRONMENTAL MANAGEMENT, REPORTING AND AUDITING	15
Environmental Management.....	15
Construction Environmental Management Plan.....	15
Operational Environmental Management Plan	15
Revision of Strategies, Plans and Programs	16
Reporting and Auditing	16
Access to Information	17
APPENDIX 1 DEVELOPMENT LAYOUT PLANS	18
APPENDIX 2 APPLICANT'S MANAGEMENT AND MITIGATION MEASURES	21
APPENDIX 3 INCIDENT NOTIFICATION AND REPORTING REQUIREMENTS	26
APPENDIX 4 PLANNING AGREEMENT	27
APPENDIX 5 REGIONAL DETENTION BASIN WORKS.....	28

DEFINITIONS

Applicant	ISPT Pty Ltd, or any person carrying out any development to which this consent applies
BCA	Building Code of Australia
BC Act	<i>Biodiversity Conservation Act 2016</i>
BCC	Blacktown City Council
Calendar year	A period of 12 months commencing on 1 January
Carrier	Operator of a telecommunication network and/ or associated infrastructure, as defined in section 7 of the <i>Telecommunications Act 1997</i> (Cth)
Certifier	A council or an accredited certifier (including principal certifiers) who is authorised under section 6.5 of the EP&A Act to issue Part 6 certificates
CEMP	Construction Environmental Management Plan
Conditions of this consent	Conditions contained in Schedule 2 of this document
Construction	The carrying out of works, excluding earthworks, for the purpose of the development, including erection of buildings and other infrastructure permitted by this consent.
CCC	Cumberland City Council
Dam Break Study	A Dam Break Study of the regional detention basin located in the Blacktown LGA prepared in accordance with the requirements of BCC and NSW Dam Safety Committee
Day	The period from 7 am to 6 pm on Monday to Saturday, and 8 am to 6 pm on Sundays and Public Holidays
Demolition	The deconstruction and removal of buildings, sheds and other structures on the site
Department	NSW Department of Planning, Industry and Environment
Development	The development described in Schedule 1, the EIS and RTS, including the works and activities comprising construction and operation of seven warehouses, associated offices, a café and supporting infrastructure, as modified by the conditions of this consent.
Development layout	The plans at Appendix 1 of this consent
Earthworks	Bulk earthworks, site levelling, import and compaction of fill material, excavation for installation of drainage and services, to prepare the site for construction
EES	Environment, Energy and Science Group (former Office of Environment and Heritage)
EIS	The Environmental Impact Statement titled <i>Elevation at Greystanes Estate Clunies Ross Street, Pemulwuy</i> , prepared by Keylan Consulting Pty Ltd dated 18 August 2020, submitted with the application for consent for the development
ENM	Excavated Natural Material
Environment	As defined in section 1.4 of the EP&A Act
EPA	NSW Environment Protection Authority
EP&A Act	<i>Environmental Planning and Assessment Act 1979</i>
EP&A Regulation	Environmental Planning and Assessment Regulation 2000
EPL	Environment Protection Licence under the POEO Act
Evening	The period from 6 pm to 10 pm
Fibre ready facility	As defined in section 372W of the Telecommunications Act 1997 (Cth)
GFA	Gross floor area
Heritage	Encompasses both Aboriginal and historic heritage including sites that predate European settlement, and a shared history since European settlement
Heritage item	An item as defined under the <i>Heritage Act 1977</i> , and assessed as being of local, State and/ or National heritage significance, and/or an Aboriginal Object or Aboriginal Place as defined under the <i>National Parks and Wildlife Act 1974</i> , the World Heritage

List, or the National Heritage List or Commonwealth Heritage List under the *Environment Protection and Biodiversity Conservation Act 1999* (Cth), or anything identified as a heritage item under the conditions of this consent

Heritage NSW	Heritage NSW in the Department of Premier and Cabinet
Incident	An occurrence or set of circumstances that causes or threatens to cause material harm and which may or may not be or cause a non-compliance Note: “material harm” is defined in this consent
Land	Has the same meaning as the definition of the term in section 1.4 of the EP&A Act
LGA	Local Government Area
Material harm	Is harm that: a) involves actual or potential harm to the health or safety of human beings or to the environment that is not trivial, or b) results in actual or potential loss or property damage of an amount, or amounts in aggregate, exceeding \$10,000, (such loss includes the reasonable costs and expenses that would be incurred in taking all reasonable and practicable measures to prevent, mitigate or make good harm to the environment)
Minister	NSW Minister for Planning and Public Spaces (or delegate)
Mitigation	Activities associated with reducing the impacts of the development prior to or during those impacts occurring
Monitoring	Any monitoring required under this consent must be undertaken in accordance with section 9.40 of the EP&A Act
Night	The period from 10 pm to 7 am on Monday to Saturday, and 10 pm to 8 am on Sundays and Public Holidays
Non-compliance	An occurrence, set of circumstances or development that is a breach of this consent
NRAR	Natural Resources Access Regulator, of the Department
OEMP	Operational Environmental Management Plan
Operation	The use of warehouse buildings for storage and distribution of goods upon completion of construction
Planning Agreement	Planning Agreement titled 44 Clunies Ross Street, Pemulwuy, Western Sydney Employment Area between the Minister for Planning and Public Spaces and ISPT Pty Ltd in its capacity as Trustee of ISPT Industrial Estate Trust (Greystanes NSW), included in Appendix 4
Prospect Hill Heritage Curtilage	The boundary defined on the NSW State Heritage Register for item 01662 – Prospect Hill and the Area of Cultural Significance shown in the Prospect Hill Plan of Management, 2019 prepared under the <i>Local Government Act 1993</i>
Principal Certifier	The certifier appointed as the principal certifier for the building work under section 6.6(1) of the EP&A Act
Planning Secretary	Planning Secretary under the EP&A Act, or nominee
POEO Act	<i>Protection of the Environment Operations Act 1997</i>
Reasonable	Means applying judgement in arriving at a decision, taking into account: mitigation benefits, costs of mitigation versus benefits provided, community views, and the nature and extent of potential improvements.
Registered Aboriginal Parties	Means the Aboriginal persons identified in accordance with the document entitled “ <i>Aboriginal cultural heritage consultation requirements for proponents 2010</i> ” (DECCW)
Rehabilitation	The restoration of land disturbed by the development to a good condition, to ensure it is safe, stable and non-polluting.
Remediation	Excavation and off-site disposal of contaminated soils and waste materials and covering of inert materials with hardstand as described in the Remedial Action Plan titled <i>Elevation @ Greystanes Remedial Action Plan</i> , prepared by JBS&G and dated 30 September 2020

Response to Submissions (RTS)	The Applicant's response to issues raised in submissions received in relation to the application for consent for the development under the EP&A Act and includes the document titled Response to Submissions and Amended Application SSD 10399 Elevation at Greystanes Estate, prepared by Keylan Consulting and dated December 2020 and additional response titled <i>Response to Agency review of RTS</i> , prepared by Keylan Consulting and dated 29 April 2021
Sensitive receivers	A location where people are likely to work, occupy or reside, including a dwelling, school, hospital, office or public recreational area.
Site	The land defined in Appendix 1.
TfNSW	Transport for New South Wales
Upgrading	The carrying out of works (including replacing plant, equipment, or machinery or updating relevant technology) to improve the efficiency of the development or to enable or enhance its continued operation, and the carrying out of maintenance works
VENM	Virgin Excavated Natural Material
Waste	Has the same meaning as the definition of the term in the Dictionary to the POEO Act
Year	A period of 12 consecutive months

SCHEDULE 2
PART A ADMINISTRATIVE CONDITIONS

OBLIGATION TO MINIMISE HARM TO THE ENVIRONMENT

- A1. In addition to meeting the specific performance measures and criteria in this consent, all reasonable and feasible measures must be implemented to prevent, and if prevention is not reasonable and feasible, minimise, any material harm to the environment that may result from the construction and operation of the development, and any rehabilitation required under this consent.

TERMS OF CONSENT

- A2. The development may only be carried out:
- (a) in compliance with the conditions of this consent;
 - (b) in accordance with all written directions of the Planning Secretary;
 - (c) in accordance with the EIS and RTS;
 - (d) in accordance with the Development Layout Plans in Appendix 1; and
 - (e) in accordance with the Applicant's management and mitigation measures in Appendix 2.
- A3. Consistent with the requirements in this consent, the Planning Secretary may make written directions to the Applicant in relation to:
- (a) the content of any strategy, study, system, plan, program, review, audit, notification, report or correspondence submitted under or otherwise made in relation to this consent, including those that are required to be, and have been, approved by the Planning Secretary; and
 - (b) the implementation of any actions or measures contained in any such document referred to in condition A3(a).
- A4. The conditions of this consent and directions of the Planning Secretary prevail to the extent of any inconsistency, ambiguity or conflict between them and a document listed in condition A2(c) or A2(e). In the event of an inconsistency, ambiguity or conflict between any of the documents listed in condition A2(c) or A2(e) the most recent document prevails to the extent of the inconsistency, ambiguity or conflict.

LIMITS OF CONSENT

- A5. This consent lapses five years after the date from which it operates, unless the development has physically commenced on the land to which the consent applies before that date.
- A6. The maximum gross floor area for the land uses on site shall not exceed the limits in **Table 1**.

Table 1 Maximum GFA

Land Use	Maximum GFA (m ²)
Total Warehousing	87,000
Total Office	8,000
Café	150
Total	95,150

- A7. The Applicant must ensure the development is consistent with the development controls in **Table 2**.

Table 2 Development Controls

Development Aspect	Control
Minimum building setbacks from:	
• Clunies Ross Street	24 m for warehouses 20 m for offices, except for the office in warehouse 5 which is 17.7 m
• Prospect Hill Heritage Curtilage	13 m
• Northern site boundary	5 m
• Western site boundary	5 m
Minimum landscape setbacks from:	

Development Aspect	Control
• Clunies Ross Street	5 m, except for warehouse 3 which is 4.85 m
• Prospect Hill Heritage Curtilage	4 m (measured from boundary line)
• Foundation Place	4.85 m
Height from finished floor level:	
• Warehouse 1	25 m
• Warehouse 2, 3, 4, 5, 6 and 7	13.7 m
Site coverage	50.5 percent
Car parking	1 space per 300 m ² of warehouse GFA; 1 space per 40 m ² of office GFA; 1 space per 10 m ² of dining area (café); 2 spaces for disability parking for every 100 car parking spaces

- A8. Warehouse buildings 2, 3, 4, 5, 6 and 7 shall not exceed a ridgeline height measured from the finished floor level of 13.7 m (+/- 500 mm), excluding roof mounted mechanical plant and solar panels. Warehouse building 1 shall not exceed a ridgeline height of 25 m (+/- 500 mm), excluding roof mounted mechanical plant and solar panels.
- A9. The southern driveway to warehouse 6 from Clunies Ross Street shown on Figure 3 in **Appendix 1** is not approved. The design and location of the driveway must satisfy the requirements of conditions B11 and B12.

NOTIFICATION OF COMMENCEMENT

- A10. The date of commencement of each of the following phases of the development must be notified to the Department in writing, at least one month before that date:
- construction;
 - operation; and
 - cessation of operations.
- A11. If the construction or operation of the development is to be staged, the Department must be notified in writing at least one month before the commencement of each stage, of the date of commencement and the development to be carried out in that stage.

SURRENDER OF EXISTING CONSENTS OR APPROVALS

- A12. Within 12 months of the date of commencement of development to which this consent applies, or within another timeframe agreed by the Planning Secretary, the Applicant must surrender the following development consents for the site in accordance with the EP&A Regulation:
- DA 348/10/2000 issued by the Minister for Urban Affairs and Planning;
 - Development consent 92/54 issued by Blacktown City Council;
 - Building permit 92-2871 issued by Blacktown City Council;
 - Development consent 226/07/00 issued by the Minister for Urban Affairs and Planning; and
 - Development consent 2006/42 issued by Holroyd City Council.
- A13. Upon the commencement of development to which this consent applies, and before the surrender of existing development consents or project approvals required under condition A12, the conditions of this consent prevail to the extent of any inconsistency with the conditions of those consents or approvals.

Note: This requirement does not extend to the surrender of construction and occupation certificates for existing and proposed building works under Part 6 of the EP&A Act. The surrender should not be understood as implying that works legally constructed under a valid consent or approval can no longer be legally maintained or used.

EVIDENCE OF CONSULTATION

- A14. Where conditions of this consent require consultation with an identified party, the Applicant must:
- consult with the relevant party prior to submitting the subject document to the Planning Secretary for approval; and
 - provide details of the consultation undertaken including:
 - the outcome of that consultation, matters resolved and unresolved; and
 - details of any disagreement remaining between the party consulted and the Applicant and how the Applicant has addressed the matters not resolved.

STAGING, COMBINING AND UPDATING STRATEGIES, PLANS OR PROGRAMS

- A15. With the approval of the Planning Secretary, the Applicant may:
- (a) prepare and submit any strategy, plan or program required by this consent on a staged basis (if a clear description is provided as to the specific stage and scope of the development to which the strategy, plan or program applies, the relationship of the stage to any future stages and the trigger for updating the strategy, plan or program);
 - (b) combine any strategy, plan or program required by this consent (if a clear relationship is demonstrated between the strategies, plans or programs that are proposed to be combined); and
 - (c) update any strategy, plan or program required by this consent (to ensure the strategies, plans and programs required under this consent are updated on a regular basis and incorporate additional measures or amendments to improve the environmental performance of the development).
- A16. If the Planning Secretary agrees, a strategy, plan or program may be staged or updated without consultation being undertaken with all parties required to be consulted in the relevant condition in this consent.
- A17. If approved by the Planning Secretary, updated strategies, plans or programs supersede the previous versions of them and must be implemented in accordance with the condition that requires the strategy, plan or program.

PROTECTION OF PUBLIC INFRASTRUCTURE

- A18. Before the commencement of earthworks, the Applicant must:
- (a) consult with the relevant owner and provider of services that are likely to be affected by the development to make suitable arrangements for access to, diversion, protection and support of the affected infrastructure;
 - (b) prepare a dilapidation report identifying the condition of all public infrastructure in the vicinity of the site (including roads, gutters and footpaths); and
 - (c) submit a copy of the dilapidation report to the Planning Secretary and the relevant Council.
- A19. Unless the Applicant and the applicable authority agree otherwise, the Applicant must:
- (a) repair, or pay the full costs associated with repairing, any public infrastructure that is damaged by carrying out the development; and
 - (b) relocate, or pay the full costs associated with relocating, any public infrastructure that needs to be relocated as a result of the development.

DEMOLITION

- A20. All demolition must be carried out in accordance with *Australian Standard AS 2601-2001 The Demolition of Structures* (Standards Australia, 2001).

STRUCTURAL ADEQUACY

- A21. All new buildings and structures, and any alterations or additions to existing buildings and structures, that are part of the development, must be constructed in accordance with the relevant requirements of the BCA.

Note:

- Under Part 6 of the EP&A Act, the Applicant is required to obtain construction and occupation certificates for the proposed building works.
- Part 8 of the EP&A Regulation sets out the requirements for the certification of the development.

COMPLIANCE

- A22. The Applicant must ensure that all of its employees, contractors (and their sub-contractors) are made aware of, and are instructed to comply with, the conditions of this consent relevant to activities they carry out in respect of the development.

CONTRIBUTIONS TO COUNCIL

- A23. Before the issue of a construction certificate for any part of the development within the Cumberland LGA, a payment of a levy of 1% of the proposed cost of carrying out the development within the Cumberland LGA must be paid to Cumberland City Council under section 7.12 of the EP&A Act.

PLANNING AGREEMENT

- A24. The Applicant shall provide all monetary contributions under Subdivision 2 of Division 7.1 of Part 7 of the EP&A Act, in accordance with the Planning Agreement entered into between the Minister for Planning and Public Spaces and ISPT Pty Ltd in its capacity as Trustee of ISPT Industrial Estate Trust (Greystanes NSW) (the landowner) as attached in Appendix 4.

OPERATION OF PLANT AND EQUIPMENT

- A25. All plant and equipment used on site, or to monitor the performance of the development, must be:

- (a) maintained in a proper and efficient condition; and
- (b) operated in a proper and efficient manner.

COMMUNITY COMMUNICATION STRATEGY

- A26. Prior to the commencement of earthworks, the Applicant must prepare a Community Communication Strategy for the development to the satisfaction of the Planning Secretary. The Community Communication Strategy is to provide mechanisms to facilitate communication between the Applicant, CCC and BCC and the community (including adjoining affected landowners and businesses), during the earthworks, construction and operation of the development. The Community Communication Strategy must:
- (a) assign a central contact person to keep the nearby sensitive receivers regularly informed throughout the development;
 - (b) detail the mechanisms for regularly consulting with the local community throughout the development, such as holding regular meetings to inform the community of the progress of the development and report on environmental monitoring results;
 - (c) detail a procedure for consulting with nearby sensitive receivers to schedule high noise generating works, vibration intensive activities or manage traffic disruptions;
 - (d) include contact details for key community groups, relevant regulatory authorities, Registered Aboriginal Parties and other interested stakeholders; and
 - (e) include a complaints procedure for recording, responding to and managing complaints, including:
 - (i) email, toll-free telephone number and postal addresses for receiving complaints;
 - (ii) advertising the contact details for complaints before and during operation, via the local newspaper and through on-site signage;
 - (iii) a complaints register to record the date, time and nature of the complaint, details of the complainant and any actions taken to address the complaint; and
 - (iv) procedures for the resolution of any disputes that may arise during the course of the development.
- A27. The Applicant must
- (a) not commence earthworks until the Community Communication Strategy has been approved by the Planning Secretary.
 - (b) implement the Community Communication Strategy for the duration of the development.

EASEMENTS

- A28. Within 12 months after the date of this consent, an easement under section 88A and/or restriction or public positive covenant under section 88E of the *Conveyancing Act 1919* naming the relevant Council as the prescribed authority, which can only be revoked, varied or modified with the consent of the relevant Council, and which provides for stormwater quality improvement devices must be registered on title of Lot 10 DP 1022044, Lot 216 DP 1030744, Lot 601 DP 1047403, Lot 4 DP 1192514, Lot 63 DP 752051 and Lot 107 DP 1028208.

EXTERNAL WALLS AND CLADDING

- A29. The external walls of all buildings including additions to existing buildings must comply with the relevant requirements of the BCA.
- A30. Prior to the issue of:
- (a) any Construction Certificate relating to the construction of external walls (including the installation of finishes and claddings such as synthetic or aluminium composite panels); and
 - (b) an Occupation Certificate,
- the Applicant must provide the Certifier with documented evidence that the products and systems proposed for use or used in the construction of external walls (including finishes and claddings such as synthetic or aluminium composite panels) comply with the requirements of the BCA.
- A31. The Applicant must provide a copy of the documentation given to the Certifier to the Planning Secretary within seven days after the Certifier accepts it.

UTILITIES AND SERVICES

- A32. Before the construction of any utility works associated with the development, the Applicant must obtain relevant approvals from service providers.
- A33. Before the commencement of operation of the development, the Applicant must obtain a Compliance Certificate for water and sewerage infrastructure servicing of the site under section 73 of the *Sydney Water Act 1994* (NSW).

- A34. Before the issue of a Subdivision or Construction Certificate for any stage of the development, the Applicant (whether or not a constitutional corporation) is to provide evidence, satisfactory to the Certifier, that arrangements have been made for:
- (a) the installation of fibre-ready facilities to all individual lots and/or premises in a real estate development project to enable fibre to be readily connected to any premises that is being or may be constructed on those lots; and
 - (b) the provision of fixed-line telecommunications infrastructure in the fibre-ready facilities to all individual lots and/or premises in a real estate development project demonstrated through an agreement with a carrier.
- A35. Before the issue of the final Occupation Certificate the Applicant must demonstrate that the carrier has confirmed in writing they are satisfied that the fibre ready facilities are fit for purpose.

SYDNEY WATER

- A36. The Applicant must comply with the requirements of Sydney Water for any works adjacent to or over Sydney Water's trunk watermain easement on the site. The Applicant must engage a Water Servicing Coordinator to ensure that Sydney Water's requirements are incorporated into the detailed design of the development. The Applicant must obtain relevant approvals from Sydney Water, prior to construction of any works adjacent to or over the trunk watermain easement on the site.

ENDEAVOUR ENERGY

- A37. The Applicant must obtain relevant approvals from Endeavour Energy, prior to construction of any utility works to service the development.

WORKS AS EXECUTED PLANS

- A38. Before the issue of the final Occupation Certificate, works-as-executed drawings signed by a registered surveyor demonstrating that the stormwater drainage and finished ground levels have been constructed as approved, must be submitted to the Principal Certifier.

APPLICABILITY OF GUIDELINES

- A39. References in the conditions of this consent to any guideline, protocol, Australian Standard or policy are to such guidelines, protocols, Standards or policies in the form they are in as at the date of this consent.
- A40. However, consistent with the conditions of this consent and without altering any limits or criteria in this consent, the Planning Secretary may, when issuing directions under this consent in respect of ongoing monitoring and management obligations, require compliance with an updated or revised version of such a guideline, protocol, Standard or policy, or a replacement of them.

ADVISORY NOTES

- AN1. All licences, permits, approvals and consents as required by law must be obtained and maintained as required for the development. No condition of this consent removes any obligation to obtain, renew or comply with such licences, permits, approvals and consents.

PART B SPECIFIC ENVIRONMENTAL CONDITIONS

TRAFFIC AND ACCESS

Construction Traffic Management Plan

- B1. Prior to the commencement of earthworks, the Applicant must prepare a Construction Traffic Management Plan for the development to the satisfaction of the Planning Secretary. The plan must form part of the CEMP required by condition C2 and must:
- (a) be prepared by a suitably qualified and experienced person(s);
 - (b) be prepared in consultation with CCC and BCC;
 - (c) detail the measures that are to be implemented to ensure road safety and network efficiency during construction;
 - (d) detail heavy vehicle routes, access and parking arrangements, the location of any construction works zones and any traffic control plans, if required;
 - (e) include a Driver Code of Conduct to:
 - (i) minimise the impacts of earthworks and construction on the local and regional road network;
 - (ii) minimise conflicts with other road users including pedestrians;
 - (iii) minimise road traffic noise; and
 - (iv) ensure truck drivers use specified routes;
 - (f) include a program to monitor the effectiveness of these measures; and
 - (g) if necessary, detail procedures for notifying residents and the community, of any potential disruptions to routes.
- B2. The Applicant must:
- (a) not commence earthworks until the Construction Traffic Management Plan required by condition B1 is approved by the Planning Secretary; and
 - (b) implement the most recent version of the Construction Traffic Management Plan approved by the Planning Secretary for the duration of earthworks and construction.

Roadworks and Access

- B3. Prior to the commencement of construction, the Applicant must:
- (a) design all driveway accesses to the site in accordance with the requirements of CCC for works in the Cumberland LGA and BCC for works in the Blacktown LGA and any approval issued under section 138 of the *Roads Act 1993*;
 - (b) design the modifications to the existing stormwater pit located in the driveway from Foundation Place to warehouse 6 to the satisfaction of CCC;
 - (c) design the footpaths for the development in accordance with the requirements of CCC.
- B4. The Applicant must:
- (a) submit a separate application to CCC and pay the appropriate fees and charges for driveway crossings and footpaths, prior to the issue of a Construction Certificate for the relevant stage of works;
 - (b) not commence construction of the driveways and footpaths detailed in condition B3, until the designs are approved by the relevant roads authority; and
 - (c) construct the driveways and footpaths in accordance with the designs approved under condition B3, at no cost to the relevant roads authority.

Parking

- B5. The Applicant must provide sufficient parking facilities on-site in accordance with condition A7, including for heavy vehicles and for site personnel, to ensure that traffic associated with the development does not utilise public and residential streets or public parking facilities.

Operating Conditions

- B6. The Applicant must ensure:
- (a) internal roads, driveways and parking (including grades, turn paths, sight distance requirements, aisle widths, aisle lengths and parking bay dimensions) associated with the development are constructed and maintained in accordance with the latest version of *AS 2890.1:2004 Parking facilities Off-street car parking* (Standards Australia, 2004), *AS 2890.2:2002 Parking facilities Off-street commercial vehicle facilities* (Standards Australia, 2002) and *AS 2890.6:2009 and AS1428.1: 2009 Off Street Parking for People with Disabilities* (Standards Australia, 2009);

- (b) the swept path of the longest vehicle entering and exiting the site, as well as manoeuvrability through the site, is in accordance with the relevant AUSTROADS guidelines;
- (c) the development does not result in any vehicles queuing on the public road network;
- (d) all vehicles enter and leave the site in a forward direction;
- (e) heavy vehicles and bins associated with the development are not parked on local roads or footpaths in the vicinity of the site;
- (f) all vehicles are wholly contained on site before being required to stop;
- (g) all loading and unloading of materials is carried out on-site;
- (h) all trucks entering or leaving the site with loads have their loads covered and do not track dirt onto the public road network; and
- (i) the proposed turning areas in the car park are kept clear of any obstacles, including parked cars, at all times.

Operational Traffic Management Plan

- B7. Prior to the commencement of operation, the Applicant must prepare an Operational Traffic Management Plan for the development to the satisfaction of the Planning Secretary. The plan must form part of the OEMP required by condition C5 and must:
- (a) be prepared by a suitably qualified and experienced person(s), in consultation with CCC and BCC;
 - (b) detail the numbers and frequency of vehicle movements, including light and heavy vehicles, size of heavy vehicles, routes and peak movements;
 - (c) detail the measures to be implemented to ensure road safety and network efficiency throughout operation;
 - (d) detail measures to minimise noise from development related traffic, including procedures for receiving and addressing complaints from the community about development related traffic and noise;
 - (e) include a Driver Code of Conduct and induction training that includes procedures for:
 - (i) ensuring drivers implement safe driving practices and adhere to designated routes including prioritising the use of arterial roads and avoiding residential streets;
 - (ii) minimising road traffic noise, particularly during night-time operations;
 - (iii) prioritising the use of Foundation Place for heavy vehicles entering and exiting the site;
 - (iv) minimising impacts on the Foundation Place and Prospect Highway intersection, particularly during peak periods;
 - (v) ensuring drivers adhere to site-specific speed limits.
 - (f) include a program to monitor the effectiveness of these measures;
 - (g) recommend and implement additional traffic management measures where necessary, that have been developed in consultation with CCC and to the satisfaction of the Planning Secretary, to maintain road safety and network efficiency throughout operation; and
 - (h) include a Work Place Travel Plan detailing measures to promote public transport usage and describing pedestrian and bicycle linkages and end of trip facilities available on site.
- B8. The Applicant must:
- (a) not commence operation until the Operational Traffic Management Plan required by condition B7 is approved by the Planning Secretary; and
 - (b) implement the most recent version of the Operational Traffic Management Plan approved by the Planning Secretary for the duration of operation.

ABORIGINAL AND HISTORIC HERITAGE

Prospect Hill Heritage Item

- B9. The Applicant must ensure no physical works are undertaken within the Prospect Hill Heritage Curtilage.

Note: *This condition does not apply to retaining wall support at the boundary of the Prospect Hill Heritage Curtilage within the site.*

- B10. Prior to the commencement of earthworks, the Applicant must:
- (a) commission a suitably qualified and experienced heritage expert to conduct a photographic archival recording of the Prospect Hill heritage item and its significant view lines. The photographic archival recording must be undertaken in accordance with the *Heritage Council Guidelines on Photographic Recording of Heritage Items Using Film or Digital Capture 2006* and be submitted to CCC and Heritage NSW, prior to the commencement of earthworks; and

- (b) install temporary protective fencing around the boundary of the Prospect Hill heritage item that extends into the site. The fencing must not involve any ground disturbance impacts and must be removed on completion of construction.
- B11. Prior to the commencement of construction of the southern driveway to warehouse 6 from Clunies Ross Street, the Applicant must obtain approval from the Planning Secretary for the preferred design and layout of the driveway. The design must:
- (a) be prepared in consultation with CCC to ensure it complements Council's proposed entryway to the Prospect Hill heritage item as shown in the latest version of the *Prospect Hill Plan of Management, March 2019*. A survey plan prepared by a registered surveyor to delineate the boundary of the existing fence line between the site and the Prospect Hill Heritage Curtilage must be submitted to demonstrate compliance; and
 - (b) incorporate measures to clearly delineate and separate the access to the site from the access to the Prospect Hill heritage item, such as the use of different pavement types, signage, fencing and gates.
- B12. The Applicant must:
- (a) not commence construction of the southern driveway to warehouse 6 from Clunies Ross Street until the design required by condition B11 is approved by the Planning Secretary; and
 - (b) construct the southern driveway to warehouse 6 from Clunies Ross Street in accordance with the design approved by the Planning Secretary.

Site Induction

- B13. Prior to the commencement of earthworks, the Applicant must prepare and implement Aboriginal cultural heritage induction training for all staff and contractors. The training must outline the obligations of staff and contractors under the *National Parks and Wildlife Act, 1974* and the conditions of this consent. The Applicant must ensure any new staff or contractors receive the induction training prior to commencing works on the site.

Unexpected Finds Protocol

- B14. If any item or object of Aboriginal heritage significance is identified on site:
- (a) all work in the immediate vicinity of the suspected Aboriginal item or object must cease immediately;
 - (b) a 10 m wide buffer area around the suspected item or object must be cordoned off; and
 - (c) Heritage NSW must be contacted immediately.
- B15. Work in the immediate vicinity of the Aboriginal item or object may only recommence in accordance with the provisions of Part 6 of the *National Parks and Wildlife Act 1974*.
- B16. If any archaeological relics are uncovered during the course of the work, then all works must cease immediately in that area. Unexpected finds must be evaluated and recorded in accordance with the requirements of Heritage NSW.

VISUAL AMENITY

Built Form

- B17. The Applicant shall ensure the finished facades and roofs of the warehouses and office buildings use neutral, recessive colours (incorporating two-tones if necessary), non-reflective materials and are designed to present an attractive façade to residential areas and to minimise glare. The designs must be developed in consultation with CCC and be approved by the Planning Secretary prior to commencement of construction of each warehouse and office building.
- B18. The Applicant shall ensure all retaining walls located on the boundary of the site are located fully within the site, are of masonry construction and have a maximum single height of 1.2 m.

Landscaping

- B19. Prior to the commencement of construction, the Applicant must prepare a Landscape Management Plan for the development, to the satisfaction of the Planning Secretary. The plan must form part of the CEMP in accordance with condition C2. The plan must:
- (a) detail the species to be planted on-site, incorporating full mixed-strata Cumberland Plain – Moist Shale Woodland species as a vegetated screen to the Prospect Hill heritage curtilage and Clunies Ross Street;
 - (b) describe the monitoring and maintenance measures, including a minimum 1 year maintenance establishment period, to manage landscaping works including the replacement of any plants and trees that have failed to establish; and
 - (c) be consistent with the Applicant's management and mitigation measures in Appendix 2.
- B20. The Applicant must:

- (a) not commence construction until the Landscape Management Plan is approved by the Planning Secretary;
- (b) must implement the most recent version of the Landscape Management Plan approved by the Planning Secretary; and
- (c) maintain the landscaping and vegetation on the site in accordance with the approved Landscape Management Plan required by condition B19 for the life of the development.

Lighting

B21. The Applicant must ensure the lighting associated with the development:

- (a) complies with the latest version of AS 4282-1997 - *Control of the obtrusive effects of outdoor lighting* (Standards Australia, 1997); and
- (b) is mounted, screened and directed in such a manner that it does not create a nuisance to surrounding properties or the public road network.

Signage, Fencing and Graffiti

B22. All signage and fencing must be erected in accordance with the development plans included in the RTS.

Note: This condition does not apply to temporary construction and safety related signage and fencing.

B23. Permanent fencing between the site and the Prospect Hill heritage item must be 2.1 m high black rod top and bottom palisade fence (tubular steel).

B24. All fencing adjoining public roads must be powder-coated palisade fencing or finished with an anti-graffiti coating.

B25. The Applicant must remove all graffiti from the development within 48 hours of detection.

SOILS, WATER QUALITY AND HYDROLOGY

Imported Soil

B26. The Applicant must:

- (a) ensure that only VENM, ENM, or other material approved in writing by EPA is brought onto the site;
- (b) keep accurate records of the volume and type of fill to be used; and
- (c) make these records available to the Planning Secretary upon request.

Erosion and Sediment Control

B27. Prior to the commencement of any earthworks or construction the Applicant must install and maintain suitable erosion and sediment control measures on-site, in accordance with the relevant requirements of the *Managing Urban Stormwater: Soils and Construction - Volume 1: Blue Book* (Landcom, 2004) guideline and the Erosion and Sediment Control Plan included in the CEMP required by condition C2.

Discharge Limits

B28. The development must comply with section 120 of the POEO Act, which prohibits the pollution of waters, except as expressly provided for in an EPL.

Waterfront Land

B29. The Applicant must carry out all works on or adjacent to waterfront land in accordance with the Natural Resources Access Regulator's *Guidelines for Controlled Activities on Waterfront Land, 2018*.

Stormwater Management System

B30. Prior to the commencement of construction, the Applicant must demonstrate to the satisfaction of the Planning Secretary, that the stormwater management system for the development is:

- (a) designed by a suitably qualified and experienced person(s), in accordance with the concept design in the RTS and in consultation with CCC and BCC;
- (b) prepared in accordance with applicable Australian Standards;
- (c) prepared in accordance with the design requirements and water quality objectives of:
 - (i) the Holroyd Development Control Plan 2013 - Part Q Pemulwuy Industrial Controls and CCC's *On-Site Stormwater Detention Policy* and *Upper Paramatta River Catchment Trust's On-site Stormwater Detention Handbook* for the part of development that drains to the Cumberland LGA;
 - (ii) the Blacktown Development Control Plan 2015 – Part J Water Sensitive Urban Design and Integrated Water Cycle Management and WSUD developer handbook, to the satisfaction of BCC, for the part of development that drains to the Blacktown LGA;
- (d) designed in accordance with *Australian Rainfall and Runoff* (Engineers Australia, 2016) and *Managing Urban Stormwater: Council Handbook* (EPA, 1997) guidelines;

- (e) designed to include rainwater harvesting to reduce the non-potable water demand of the development by a minimum of 80%; and
- (f) inclusive of a maintenance and monitoring schedule to ensure the on-going efficiency of the stormwater management system.

Regional Detention Basin

- B31. Prior to the commencement of earthworks or construction works for warehouse 7, the Applicant must provide written evidence to the Planning Secretary, confirming:
- (a) the Applicant has entered into an access deed with BCC for carrying out works on the regional detention basin;
 - (b) the completion of a detailed Dam Break Study of the existing regional detention basin considering the proposed modifications for the development, completed to the satisfaction of BCC;
 - (c) the relevant recommendations of the Dam Break Study for the regional detention basin have been implemented at no cost to BCC and to the satisfaction of BCC; and
 - (d) the works to the regional detention basin, as described in the EIS, RTS and generally in accordance with the plans in Appendix 5, have been completed to the satisfaction of BCC.

Flood Management

- B32. All floor levels must be no lower than the 1% Annual Exceedance Probability flood plus 500 mm of freeboard.
- B33. Any structures below the 1% Annual Exceedance Probability plus 500 mm of freeboard must be constructed from flood compatible building components.

NOISE

Design Noise Validation

- B34. Prior to the commencement of construction of each warehouse, the Applicant must prepare a noise validation report(s), to the satisfaction of the Planning Secretary. The report(s) must:
- (a) be prepared by a suitably qualified and experienced noise expert whose appointment has been endorsed by the Planning Secretary;
 - (b) establish noise criteria for the nearest sensitive receivers in accordance with the EPA's Noise Policy for Industry 2017;
 - (c) detail the design specifications for mechanical plant and equipment, ducting and fans, and any acoustic treatments to ensure compliance with the noise limits established in accordance with condition B34(b); and
 - (d) recommend, prioritise and implement measures to improve noise controls on site, including but not limited to, programming mechanical plant to reduce night-time noise, implementing a driver code of conduct to reduce vehicle noise and ensuring roller doors are closed when there is no un/loading.
- B35. The Applicant must:
- (a) not commence construction of the relevant warehouse until the noise validation report required by condition B34 is approved by the Planning Secretary; and
 - (b) implement the noise control recommendations of the noise validation report approved by the Planning Secretary, in a timeframe agreed with the Planning Secretary.

Noise Verification

- B36. Within 3 months of the commencement of operation of each warehouse, the Applicant must submit a noise verification monitoring report, to the satisfaction of the Planning Secretary. The monitoring report must:
- (a) be undertaken by a suitably qualified and experienced noise expert whose appointment has been endorsed by the Planning Secretary;
 - (b) monitor noise from the development, including cumulative operation of all warehouses on the site, to confirm the development meets the noise criteria established in accordance with condition B34B34(b); and
 - (c) detail all reasonable and feasible management actions and noise mitigation measures to be implemented if the results of monitoring show any exceedance of the noise criteria established in accordance with condition B34B34(b).
- B37. The Applicant must:
- (a) submit the noise verification monitoring report to the Planning Secretary within one month of completing the noise monitoring; and
 - (b) implement the additional management actions and noise mitigation measures within three months of completing the noise monitoring, or as otherwise agreed with the Planning Secretary.

Hours of Work

B38. The Applicant must comply with the hours detailed in Table 3, unless otherwise agreed in writing by the Planning Secretary.

Table 3 Hours of Work

Activity	Day	Time
Earthworks and construction	Monday – Friday Saturday	7 am to 6 pm 8 am to 1 pm
Operation	Monday – Sunday	24 hours

B39. Works outside of the hours identified in condition B38 may be undertaken in the following circumstances:

- (a) works that are inaudible at the nearest sensitive receivers;
- (b) works agreed to in writing by the Planning Secretary;
- (c) for the delivery of materials required outside these hours by the NSW Police Force or other authorities for safety reasons; or
- (d) where it is required in an emergency to avoid the loss of lives, property or to prevent environmental harm.

Construction Noise Limits

B40. The development must be constructed to achieve the construction noise management levels detailed in *the Interim Construction Noise Guideline* (DECC, 2009) (as may be updated or replaced from time to time). All feasible and reasonable noise mitigation measures must be implemented and any activities that could exceed the construction noise management levels must be identified and managed in accordance with the approved Construction Noise and Vibration Management Plan required by condition B41.

Construction Noise and Vibration Management Plan

B41. Prior to the commencement of earthworks, the Applicant must prepare a Construction Noise and Vibration Management Plan for the development to the satisfaction of the Planning Secretary. The Plan must form part of a CEMP in accordance with condition C2 and must:

- (a) be prepared by a suitably qualified and experienced noise expert whose appointment has been endorsed by the Planning Secretary;
- (b) describe procedures for achieving the noise management levels in EPA's *Interim Construction Noise Guideline* (DECC, 2009) (as may be updated or replaced from time to time);
- (c) describe the measures to be implemented to manage high noise generating works such as jackhammering, concrete sawing and piling, including the use of temporary acoustic screens or barriers and monitoring during high noise generating works;
- (d) include strategies that have been developed with the community for managing high noise generating works, such as work scheduling and respite periods;
- (e) describe the community consultation undertaken to develop the strategies in condition B41(d); and
- (f) include a complaints management system that would be implemented for the duration of construction.

B42. The Applicant must:

- (a) not commence earthworks for the development until the Construction Noise and Vibration Management Plan required by condition B41 is approved by the Planning Secretary; and
- (b) implement the most recent version of the Construction Noise and Vibration Management Plan approved by the Planning Secretary for the duration of earthworks and construction.

VIBRATION

Vibration Criteria

B43. Vibration caused by earthworks and construction at any residence or structure outside the site must be limited to:

- (a) for structural damage, the latest version of *DIN 4150-3 (1992-02) Structural vibration - Effects of vibration on structures* (German Institute for Standardisation, 1999); and
- (b) for human exposure, the acceptable vibration values set out in the *Environmental Noise Management Assessing Vibration: a technical guideline* (DEC, 2006) (as may be updated or replaced from time to time).

B44. The limits in conditions B43 apply unless otherwise outlined in a Construction Noise and Vibration Management Plan, approved as part of the CEMP required by condition C2 of this consent.

AIR QUALITY

Dust Minimisation

- B45. The Applicant must take all reasonable steps to minimise dust generated during all works authorised by this consent.
- B46. During earthworks and construction, the Applicant must ensure that:
- (a) exposed surfaces and stockpiles are suppressed by regular watering;
 - (b) all trucks entering or leaving the site with loads have their loads covered;
 - (c) trucks associated with the development do not track dirt onto the public road network;
 - (d) public roads used by these trucks are kept clean; and
 - (e) land stabilisation works are carried out progressively on site to minimise exposed surfaces.

Air Quality Discharges

- B47. The Applicant must install and operate equipment in line with best practice to ensure that the development complies with all relevant air quality criteria.

Odour Management

- B48. The Applicant must ensure the development does not cause or permit the emission of any offensive odour (as defined in the POEO Act).

REMEDIATION

Remedial Works

- B49. The Applicant must remediate the site in accordance with the Remedial Action Plan prepared by JBS&G and dated 30 September 2020 and relevant guidelines produced or approved under the *Contaminated Land Management Act 1997*. Remediation works must be undertaken by a suitably qualified and experienced consultant(s).

Validation Report

- B50. Within one month of the completion of the remediation works, the Applicant must submit a validation report/letter to the satisfaction of the Planning Secretary, which has been prepared, or reviewed and approved, by a consultant certified under either the Environment Institute of Australia and New Zealand's Certified Environmental Practitioner (Site Contamination) Scheme (CEnvP(SC)) or the Soil Science Australia Certified Professional Soil Scientist Contaminated Site Assessment and Management (CPSS CSAM) scheme.

Unexpected Finds

- B51. Prior to the commencement of earthworks, the Applicant must prepare an unexpected finds procedure to ensure that potentially contaminated material is appropriately managed. The procedure must form part of the CEMP in accordance with condition C2 and must ensure any material identified as contaminated must be disposed off-site, with the disposal location and results of testing submitted to the Planning Secretary, prior to its removal from the site.

Asbestos

- B52. The Applicant must ensure that any asbestos encountered during remediation, demolition and construction works is monitored, handled, transported and disposed of by appropriately qualified and licensed contractors in accordance with the requirements of SafeWork NSW and relevant guidelines, including:
- (a) *Work Health and Safety Regulation 2017*;
 - (b) SafeWork NSW Code of Practice – How to Manage and Control Asbestos in the Workplace September 2016;
 - (c) SafeWork NSW Code of Practice – How to Safely Remove Asbestos September 2016; and
 - (d) *Protection of the Environment Operations (Waste) Regulation 2014*.

BUSHFIRE PROTECTION

- B53. The Applicant must ensure:
- (a) the development complies with the relevant provisions of *Planning for Bushfire Protection 2019*;
 - (b) asset protection zones are provided in accordance with the recommendations of the Bushfire Protection Assessment: Industrial Development – 44 Clunies Ross Street, Prospect prepared by Eco Logical dated June 2020;
 - (c) the relevant construction standards in *Australian Standard 3959: Construction of buildings in bushfire-prone areas, 2018* and *NASH Standard: Steel framed construction in bushfire areas, 2014* are complied with;
 - (d) landscaping on site is maintained and managed in accordance with *Planning for Bushfire Protection 2019*.

- B54. Prior to the commencement of operation, the Applicant must prepare a Bushfire Emergency and Evacuation Management Plan for the development, consistent with the recommendations of the Bushfire Protection Assessment: Industrial Development – 44 Clunies Ross Street, Prospect prepared by Eco Logical dated June 2020.

BIODIVERSITY

- B55. Prior to any clearing or construction works the Applicant must purchase and retire the following credits to offset the removal of native vegetation at the site:
- (a) 17 ecosystem credits for River-flat Forest (PCT 835: Forest Red Gum – Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin Bioregion);
 - (b) 13 ecosystem credits for Coast Valley Woodlands cleared group (PCT 830: Forest Red Gum – Grey Box shrubby woodland on shale of the southern Cumberland Plain, Sydney Basin Bioregion; and
 - (c) 20 species credits for Southern Myotis (*Myotis Macropus*).
- B56. The credits must be retired in accordance with the requirements of the EES Group's Biodiversity Offsets Scheme and the BC Act 2016.
- B57. The requirement to retire credits (see Condition B55) may be satisfied by payment to the Biodiversity Conservation Fund of an amount equivalent to the number and classes of credits, as calculated by the EES Group's Biodiversity Offsets Payment Calculator.
- B58. The Applicant must provide the Planning Secretary with evidence that:
- (a) the retirement of credits has been completed (see Condition B55); or
 - (b) a payment has been made to the Biodiversity Conservation Fund (see Condition B57),
- prior to undertaking any clearing of native vegetation, or activities that have the potential to impact upon this native vegetation.

WASTE MANAGEMENT

Waste Management Plan

- B59. The Applicant must implement the Waste Management Plan (WMP) in the EIS for the duration of construction and operation of the development.

Waste Storage

- B60. Waste must be secured and maintained within designated waste storage areas at all times and must not leave the site onto neighbouring public or private properties.

Statutory Requirements

- B61. All waste materials removed from the site must only be directed to a waste management facility or premises lawfully permitted to accept the materials.
- B62. The Applicant must assess and classify all liquid and non-liquid wastes to be taken off site in accordance with the latest version of EPA's *Waste Classification Guidelines Part 1: Classifying Waste* (EPA, 2014) and dispose of all wastes to a facility that may lawfully accept the waste.
- B63. Waste generated outside the site must not be received at the site for storage, treatment, processing, reprocessing, or disposal.

HAZARDS AND RISK

- B64. The Applicant must store all chemicals, fuels and oils used on-site in accordance with:
- (a) the requirements of all relevant Australian Standards; and
 - (b) the NSW EPA's *Storing and Handling of Liquids: Environmental Protection – Participants Manual* if the chemicals are liquids.
- B65. In the event of an inconsistency between the requirements B64(a) and B64(b), the most stringent requirement must prevail to the extent of the inconsistency.

Dangerous Goods

- B66. The Applicant must ensure the quantities of dangerous goods stored at the site and transported to and from the development are below the threshold quantities listed in the Department of *Planning's Hazardous and Offensive Development Application Guidelines – Applying SEPP 33* at all times.

COMMUNITY ENGAGEMENT

- B67. The Applicant must consult with the community regularly throughout the development, including consultation with the nearby residential receivers in Pemulwuy, relevant regulatory authorities, Registered Aboriginal Parties and

other interested stakeholders. Community engagement shall be undertaken in accordance with the Community Communication Strategy approved in accordance with Condition A26.

PART C ENVIRONMENTAL MANAGEMENT, REPORTING AND AUDITING

ENVIRONMENTAL MANAGEMENT

Management Plan Requirements

- C1. Management plans required under this consent must be prepared in accordance with relevant guidelines, and include:
- (a) details of:
 - (i) the relevant statutory requirements (including any relevant approval, licence or lease conditions);
 - (ii) any relevant limits or performance measures and criteria; and
 - (iii) the specific performance indicators that are proposed to be used to judge the performance of, or guide the implementation of, the development or any management measures;
 - (b) a description of the measures to be implemented to comply with the relevant statutory requirements, limits, or performance measures and criteria;
 - (c) a program to monitor and report on the:
 - (i) impacts and environmental performance of the development; and
 - (ii) effectiveness of the management measures set out pursuant to paragraph (b) above;
 - (d) a contingency plan to manage any unpredicted impacts and their consequences and to ensure that ongoing impacts reduce to levels below relevant impact assessment criteria as quickly as possible;
 - (e) a program to investigate and implement ways to improve the environmental performance of the development over time;
 - (f) a protocol for managing and reporting any:
 - (i) incident and any non-compliance (specifically including any exceedance of the impact assessment criteria and performance criteria);
 - (ii) complaint;
 - (iii) failure to comply with statutory requirements; and
 - (g) a protocol for periodic review of the plan.

Note: the Planning Secretary may waive some of these requirements if they are unnecessary or unwarranted for particular management plans

CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN

- C2. The Applicant must prepare a Construction Environmental Management Plan (CEMP) in accordance with the requirements of condition C1 and to the satisfaction of the Planning Secretary.
- C3. As part of the CEMP required under Condition C2 of this consent, the Applicant must include the following:
- (a) Construction Traffic Management Plan (see Condition B1);
 - (b) Unexpected Finds Protocol - Heritage (see Condition B14);
 - (c) Erosion and Sediment Control Plan (see Condition B27);
 - (d) Landscape Management Plan (see Condition B19);
 - (e) Construction Noise and Vibration Management Plan (see Condition B41);
 - (f) Dust management measures (see Condition B46);
 - (g) Unexpected Finds Protocol – Contamination (see Condition B51); and
 - (h) Community Consultation and Complaints Handling.
- C4. The Applicant must:
- (a) not commence construction of the development until the CEMP is approved by the Planning Secretary; and
 - (b) carry out the construction of the development in accordance with the CEMP approved by the Planning Secretary and as revised and approved by the Planning Secretary from time to time.

OPERATIONAL ENVIRONMENTAL MANAGEMENT PLAN

- C5. The Applicant must prepare an Operational Environmental Management Plan (OEMP) in accordance with the requirements of condition C1 and to the satisfaction of the Planning Secretary.
- C6. As part of the OEMP required under Condition C5 of this consent, the Applicant must include the following:
- (a) describe the role, responsibility, authority and accountability of all key personnel involved in the environmental management of the development;
 - (b) describe the procedures that would be implemented to:

- (i) keep the local community and relevant agencies informed about the operation and environmental performance of the development;
 - (ii) receive, handle, respond to, and record complaints;
 - (iii) resolve any disputes that may arise;
 - (iv) respond to any non-compliance;
 - (v) respond to emergencies;
 - (c) include the Operational Traffic Management Plan (see Condition B7); and
 - (d) procedures to report annually to BCC on all maintenance undertaken on the water quality devices, non-potable water usage and % non-potable water reuse for the part of the site within the Blacktown LGA.
- C7. The Applicant must:
- (a) not commence operation until the OEMP is approved by the Planning Secretary; and
 - (b) operate the development in accordance with the OEMP approved by the Planning Secretary (and as revised and approved by the Planning Secretary from time to time).

REVISION OF STRATEGIES, PLANS AND PROGRAMS

- C8. Within three months of:
- (a) the submission of a Compliance Report under condition C14;
 - (b) the submission of an incident report under condition C10;
 - (c) the approval of any modification of the conditions of this consent; or
 - (d) the issue of a direction of the Planning Secretary under condition A2(b) which requires a review,
- the strategies, plans and programs required under this consent must be reviewed.
- C9. If necessary, to either improve the environmental performance of the development, cater for a modification or comply with a direction, the strategies, plans and programs required under this consent must be revised, to the satisfaction of the Planning Secretary. Where revisions are required, the revised document must be submitted to the Planning Secretary for approval within six weeks of the review.

Note: *This is to ensure strategies, plans and programs are updated on a regular basis and to incorporate any recommended measures to improve the environmental performance of the development.*

REPORTING AND AUDITING

Incident Notification, Reporting and Response

- C10. The Planning Secretary must be notified in writing via the Major Projects website immediately after the Applicant becomes aware of an incident. The notification must identify the development (including the development application number and the name of the development if it has one) and set out the location and nature of the incident. Subsequent notification requirements must be given, and reports submitted in accordance with the requirements set out in Appendix 3.

Non-Compliance Notification

- C11. The Planning Secretary must be notified in writing to the Major Projects website within seven days after the Applicant becomes aware of any non-compliance.
- C12. A non-compliance notification must identify the development and the application number for it, set out the condition of consent that the development is non-compliant with, the way in which it does not comply and the reasons for the non-compliance (if known) and what actions have been, or will be, undertaken to address the non-compliance.
- C13. A non-compliance which has been notified as an incident does not need to also be notified as a non-compliance.

Compliance Reporting

- C14. Within three months after the first year of commencement of operation, and in the same month each subsequent year (or such other timing as agreed by the Planning Secretary), the Applicant must submit a Compliance Report to the Department reviewing the environmental performance of the development to the satisfaction of the Planning Secretary. Compliance Reports must be prepared in accordance with the Compliance Reporting Post Approval Requirements (Department 2020) and must also:
- (a) identify any trends in the monitoring data over the life of the development;
 - (b) identify any discrepancies between the predicted and actual impacts of the development, and analyse the potential cause of any significant discrepancies; and
 - (c) describe what measures will be implemented over the next year to improve the environmental performance of the development

- C15. The Applicant must make each Compliance Report publicly available no later than 60 days after submitting it to the Planning Secretary and notify the Planning Secretary in writing at least 7 days before this is done.

Monitoring and Environmental Audits

- C16. Any condition of this consent that requires the carrying out of monitoring or an environmental audit, whether directly or by way of a plan, strategy or program, is taken to be a condition requiring monitoring or an environmental audit under Division 9.4 of Part 9 of the EP&A Act. This includes conditions in respect of incident notification, reporting and response, non-compliance notification, compliance reporting and independent auditing.

Note: *For the purposes of this condition, as set out in the EP&A Act, “monitoring” is monitoring of the development to provide data on compliance with the consent or on the environmental impact of the development, and an “environmental audit” is a periodic or particular documented evaluation of the development to provide information on compliance with the consent or the environmental management or impact of the development.*

ACCESS TO INFORMATION

- C17. At least 48 hours before the commencement of earthworks until the completion of all works under this consent, including remediation, the Applicant must:
- (a) make the following information and documents (as they are obtained or approved) publicly available on its website:
 - (i) the documents referred to in condition A2 of this consent;
 - (ii) all current statutory approvals for the development;
 - (iii) all approved strategies, plans and programs required under the conditions of this consent;
 - (iv) regular reporting on the environmental performance of the development in accordance with the reporting requirements in any plans or programs approved under the conditions of this consent;
 - (v) a comprehensive summary of the monitoring results of the development, reported in accordance with the specifications in any conditions of this consent, or any approved plans and programs;
 - (vi) a summary of the current stage and progress of the development;
 - (vii) contact details to enquire about the development or to make a complaint;
 - (viii) a complaints register, updated monthly;
 - (ix) the Compliance Report of the development;
 - (x) audit reports prepared as part of any Independent Audit of the development and the Applicant's response to the recommendations in any audit report;
 - (xi) any other matter required by the Planning Secretary; and
 - (b) keep such information up to date, to the satisfaction of the Planning Secretary.

APPENDIX 1 DEVELOPMENT LAYOUT PLANS

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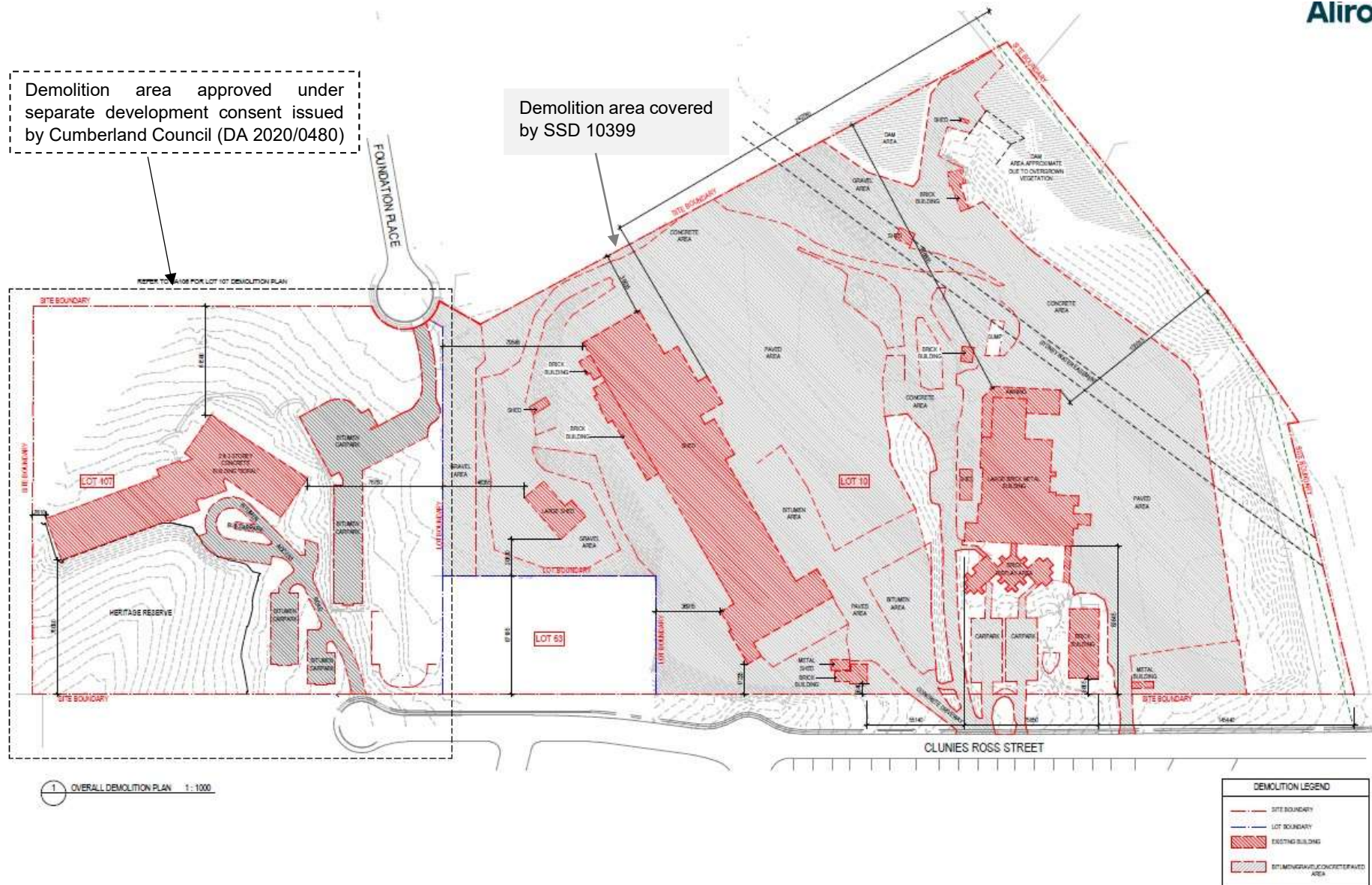


Figure 1: Demolition Plan

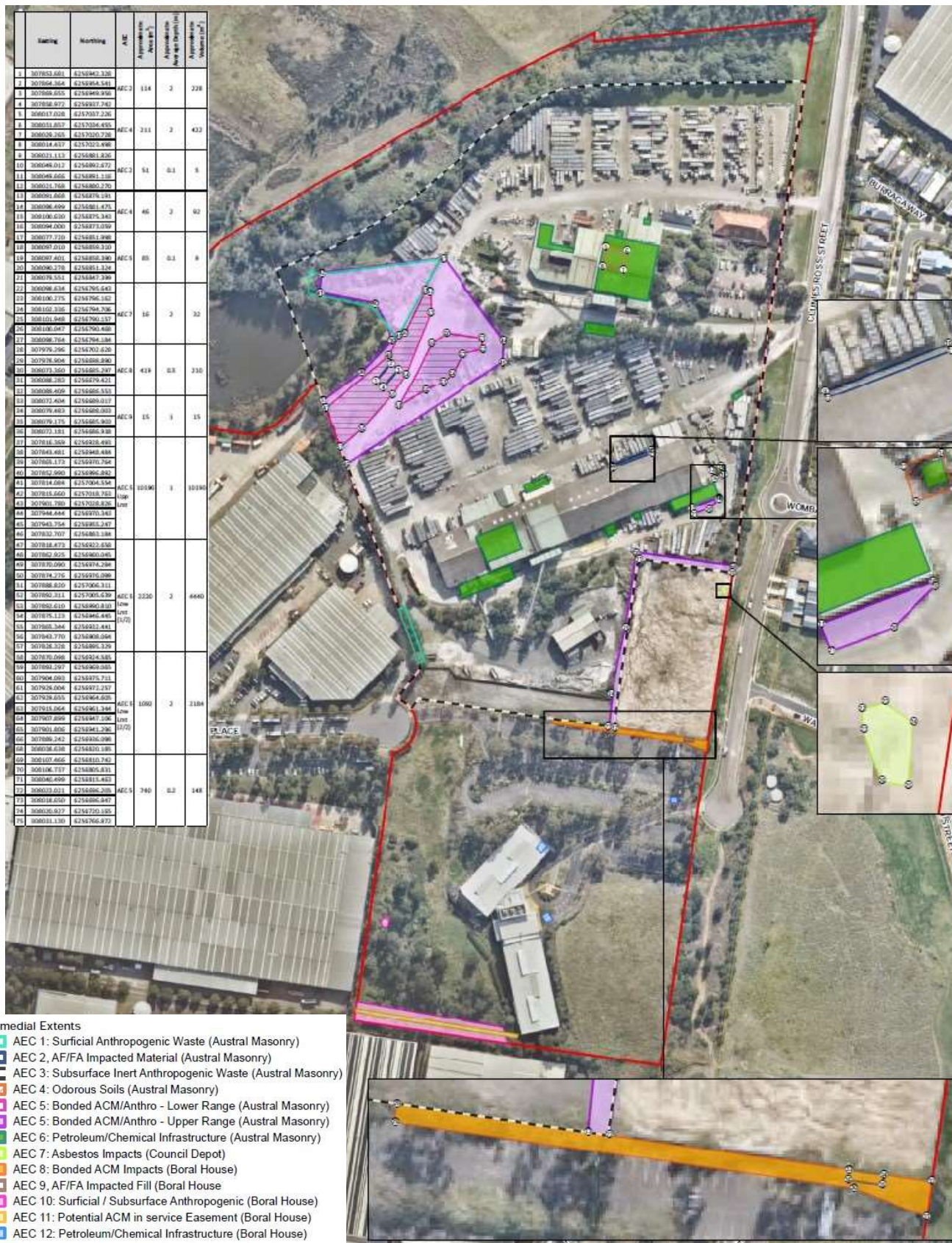


Figure 2: Remediation Plan

APPENDIX 2 APPLICANT'S MANAGEMENT AND MITIGATION MEASURES

Issue	Mitigation Measure	Reference
Urban Design and Visual	- the proposal consists of varied built form to follow the sloping topography and reduce the perceived bulk of the warehouses - warehouses have been articulated to reduce the overall visual impact of the development on adjoining residential sites - the development has been designed to maintain view corridors from Prospect Hill by siting the height of the proposed warehouses below existing office building - the frontage to Clunies Ross Street will be landscaped to screen the development from adjoining residential properties - the proposed warehouses will be setback a minimum of 3 metres from the property boundary, or 20 metres from the property boundary adjoining Clunies Ross Street to mitigate visual impacts and perceived bulk	EIS Section 8.1.1 EIS Appendix C, E & G
	the proposed material palette assists in articulating the built form and minimising the perceived scale of the development	EIS Section 8.1.2 EIS Appendix C, E & G
	- implementation of the Landscape Strategy (Habit8) dated 10 November 2020 - the proposed landscape strategy along Clunies Ross St will also apply to the rear boundary perimeters of the site - detailed landscaping designs will be developed during the design and construction of each warehouse building and will be consistent with the landscape concept plan submitted with the EIS - submit detailed landscape plans with construction certificates as part of the detailed design - Landscaped areas will be maintained to ensure visual screening is provided, with the replacement of any trees which fail to establish - All signage for the proposed development will be designed and installed consistent with the requirements of SEPP 64 - An access premises report would be prepared during detailed design - prepare a demolition and hazardous materials management plan prior to commencing demolition, in consultation with Council - consult with Fire and Rescue NSW during detailed design of the fire and life safety systems	EIS Appendix F RTS Appendix K
Heritage	- the proposed materials and colour scheme have been selected to respond appropriately to the site's heritage and reflect the sites history as an area of Aboriginal importance and as a quarry - the proposed design will incorporate deep recesses and dark shaded colors to acknowledge the carved rocks found in the quarry - the proposed diagonal chevrons pattern and industrial materials colour palette acknowledge those used in indigenous art	EIS Section 8.1.1 EIS Appendix Q
	- colour schemes will involve neutral colours and bold design elements will be minimised to ensure that the warehouses blend into the existing environment and surrounding landscape - existing established trees will be retained where possible and additional screening vegetation will be planted to mitigate visual impacts when viewed from the nearby heritage item	Section 8.2.2 Appendix R

Issue	Mitigation Measure	Reference
	- detailed design of the warehouse, particularly warehouse 1 and warehouse 6 will seek to minimise the potential visual obstruction between Prospect Hill and Prospect Reservoir, St Bartholomew's Church and the Blue Mountains - a photographic archival recording (PAR) of Prospect Hill (SHR #01622) and its significant view lines will be undertaken prior to construction. A copy of the PAR will be lodged with Cumberland Council and Heritage NSW – DPC - install heavy duty 2.1 m high fencing along Prospect Hill curtilage boundary	
Traffic and Transport	- a green travel plan has been included as part of the development to provide guidance and targets for sustainable transport options - separate access is provided for light and heavy vehicles to provide for safer access and to avoid conflicts - the Applicant will consult with Council during detailed design to ensure driveway access conforms with the relevant requirements - sustainable travel is encouraged in the form of car sharing, public transport and active transport which will also act to mitigate potential congestion - a construction traffic management plan will be prepared and submitted to Council separate to this DA, in response to any future conditions of consent - proposed signage and line-marking would be referred to the Civil Engineer and an accompanying Traffic Management Plan (TMP) will be prepared for the Council traffic committees to review and approve - street lighting will be reviewed during detailed design in consultation with Council	Section 8.3 Appendix S
Soils and Water	- additional storage is proposed to be introduced to the on-site system to enable discharge of the portion of the site within the Blacktown LGA to discharge directly to the Basin to avoid overflow - Dams Safety NSW and Council will be consulted during detailed design of the amended storage to ensure the ongoing safety and stability of the storage and storage structures is maintained - complete the design of the regional basin embankment and construct the embankment prior to any reduction in the water storage capacity of the wetland adjacent to Warehouse 7 - all buildings are sited 0.5m above the 1 in 100 year ARI design flood level of the regional detention basin - rainwater harvesting will be provided as part of the development to encourage reuse and recycling - requirements of both Council DCPs have been met regarding works in and around flooding areas - stormwater detention measures (via regional basin) have been included to manage pre and post development runoff - overland flow paths to manage runoff in large storm events have been made including achieving at least 0.5m freeboard to building levels from the flow paths - design the kerb inlet pit at the site access from Foundation Place in accordance with Council's recommendations and in consultation with Council	Section 8.4 Appendix D
	- to assist in maintaining embankment stability, permanent batter slopes in clay will be no steeper than 3 horizontal to 1 vertical while temporary batters will be no steeper than 2 horizontal to 1 vertical - an erosion and sediment control plan will be prepared prior to commencing construction	Section 8.5 Appendix D

Issue	Mitigation Measure	Reference
	- detailed design of stormwater drainage to be undertaken in consultation with the relevant Council and in accordance with the Civil Engineering report (Costin Roe) dated 9 December 2020 - detailed designs of the earthworks, infrastructure and Warehouses 1 and 7 in proximity of the Sydney Water pipeline will be undertaken in consultation with Sydney Water	
Noise and Vibration	- all plant and equipment are to be maintained such that they are in good working order - a register of complaints is to be recorded in the event of complaints being received, including location, time of complaint, nature of complaint and actions resulting from the complaint - if required a noise level measurement of the offending plant item generating complaints is to be conducted and noise mitigations undertaken to reduce noise levels to within the Noise Management levels in the event magnitude of noise levels is found to be above suitable levels - the use of percussive and concrete sawing should be undertaken behind a closed façade when possible - the use of high noise generating equipment including hydraulic hammers, rock cutters or the like should not be undertaken prior to 8am Monday to Friday or 8:30am Saturdays - the loading of trucks should be conducted such that there is not a requirement to stack truck on the roadways adjacent to residential receivers - a construction and vibration management plan to be prepared to include mitigation measures to be implemented to minimise construction and manage all construction impacts - all future operational plant and equipment are to be selected and acoustically treated to ensure the noise levels at all surrounding receivers comply with noise emission criteria detailed within the NVIA - noise modelling will be updated based on detailed designs of the warehouses, with noise monitoring to verify and ensure compliance with the NVIA noise trigger levels - implement the recommendations in section 4.1.1 and 4.1.2 of the acoustic peer review (Acoustic Dynamics) dated 2 December 2020	Section 8.6 Appendix U
Air Quality	- developing stakeholder consultation plans and procedures to respond to air quality complaints - site management, site inspections and monitoring procedures - preparing and maintaining the site to minimise exposed surfaces and stockpiles, and the potential for tracking soil/mud onto hard surfaces - dust suppression including covering or stabilizing stockpiled materials and wetting exposed surfaces - demolition management including internal soft strip, water suppression sprays - revegetating disturbed surfaces as soon as practicable	Section 8.7.2 Appendix V
	good site management practices, including observation of speed limits, minimization of vehicle use, and engine idling will minimise any potential air quality impacts during the operation phase	Section 8.7.2 Appendix V
Hazards and Risk	the proposed refrigeration system will require the use of ammonia. The system will be sealed and will be refilled by a suitable licensed industrial gas supplier at a rate below the threshold in SEPP 33	Section 8.8 Appendix M

Issue	Mitigation Measure	Reference
Contamination	implement the remedial action plan (RAP) prepared by JBS&G (dated 30 September 2020) prior to and during earthworks associated with the development	RTS Appendix I
Waste	- implementation of a waste management plan for the development - maximise resource recovery by reuse and recycling - minimise the generation of waste to landfill - minimise waste material avoidance and reuse on the site - establish record keeping, monitoring and reporting procedures - comply with the requirements of the relevant statutory authorities - adopt an ongoing improvement approach to improve on best practice waste management principles - waste storage areas will be adequately sized to comfortably accommodate the required number of bins associated with the development - waste storage areas will be designed with sufficient space for convenient access and maneuvering and additional specialised waste areas - waste storage areas will be designed with drainage connection to sewer to prevent potential contamination in stormwater	Section 8.10 Appendix W
Bushfire and Incident Management	- asset protection zones to be established around the site and managed in perpetuity - landscaping to be established and managed in accordance with <i>Planning for Bush Fire Protection</i> (RFS 2019) - design and construction measures in accordance with AS 3959 or the National Association of Steel-framed Housing standard as modified by Section 7.5 of RFS 2019 - detailed design to ensure access and services (water, gas, electricity) meet the requirements of RFS 2019 - emergency and evacuation planning	Section 8.11 Appendix L
Biodiversity	- pre-clearing surveys to minimise potential impacts on fauna and careful removal of any hollow bearing trees identified during the pre-clearing surveys - offsetting residual impacts of the proposal by retiring credits in accordance with the NSW Offset Policy - temporary fencing to avoid disturbance outside the project footprint - clearing activities will be done outside breeding season for birds and bats - the Applicant will consult with Council prior to commencing construction to identify and confirm the tree to be protected and implement the appropriate measures to avoid damage during construction - implementing erosion and sediment controls to minimise potential downstream water quality impacts - measures to prevent the spread of weeds or pathogens - staff awareness training to be considerate to surrounding environment - use of native species representative of the PCTs in landscaping.	Section 8.12.4 Appendix J
Greenhouse Gas and Energy Efficiency	- improved building form and thermal envelopment building fabric including increased insulation with high specification glazing will provide for energy efficiency - energy efficient HVAC systems - LED lighting with illumination power densities equal to or less than the maximum set out in the <i>National Construction Code</i> (2019 NCC) - lighting controls such as sensors and timers for external lighting and lighting in infrequently used areas have been incorporated into the design	Section 8.13.1 Appendix X

Issue	Mitigation Measure	Reference
	- hot water to be provided through either high efficiency heat pump systems or solar boosted systems - all windows, doors, exhaust fans and pipe penetrations will be constructed to minimise air leakage as required by the provisions of the 2019 NCC	
Ecologically Sustainable Development	- oversize rainwater tanks and employ drought resistant landscaping to reduce the overall water load required for irrigation to mitigate impacts reduced average rainfall - downpipes to be capable of withstanding high volumes of water flowing over roofs, with eaves gutters designed for 1 in 20 year storm event to mitigate extreme rainfall events. Surface drainage and box gutters designed for 1 in 100 year storm events - air conditions designed to handle higher specified conditions than required in Western Sydney to accommodate for potential increased average annual temperature - space for adding insulation on the facades of the warehouse will be incorporated into the design to help reduce the thermal heat gain for workers - skylights will be insulated and/or well ventilated to reduce the amount of heat transfer into the buildings to accommodate for increased average annual temperature - policies for workers going home on extreme heat days will be considered to being implemented to mitigate extreme temperature events - maximised landscaped areas and the use of green walls have been employed in the development to mitigate the impacts of urban heat island effect - solar panels to be high quality with tempered glass to cope with potential hail in extreme storm events - batteries or alternative back up power generation to run essentials in the event of a prolonged power outage will be available to mitigate impact of storm events	Section 8.13.2 Appendix X
Power Supply	consult with Energy Australia during detailed design of the development to ensure its requirements are addressed	

APPENDIX 3 INCIDENT NOTIFICATION AND REPORTING REQUIREMENTS

WRITTEN INCIDENT NOTIFICATION REQUIREMENTS

1. A written incident notification addressing the requirements set out below must be submitted to the Planning Secretary via the Major Projects website within seven days after the Applicant becomes aware of an incident. Notification is required to be given under this condition even if the Applicant fails to give the notification required under condition C10 or, having given such notification, subsequently forms the view that an incident has not occurred.
2. Written notification of an incident must:
 - a. identify the development and application number;
 - b. provide details of the incident (date, time, location, a brief description of what occurred and why it is classified as an incident);
 - c. identify how the incident was detected;
 - d. identify when the applicant became aware of the incident;
 - e. identify any actual or potential non-compliance with conditions of consent;
 - f. describe what immediate steps were taken in relation to the incident;
 - g. identify further action(s) that will be taken in relation to the incident; and
 - h. identify a project contact for further communication regarding the incident.

INCIDENT REPORT REQUIREMENTS

3. Within 30 days of the date on which the incident occurred or as otherwise agreed to by the Planning Secretary, the Applicant must provide the Planning Secretary and any relevant public authorities (as determined by the Planning Secretary) with a detailed report on the incident addressing all requirements below, and such further reports as may be requested.
4. The Incident Report must include:
 - a. a summary of the incident;
 - b. outcomes of an incident investigation, including identification of the cause of the incident;
 - c. details of the corrective and preventative actions that have been, or will be, implemented to address the incident and prevent recurrence; and
 - d. details of any communication with other stakeholders regarding the incident.

APPENDIX 4 PLANNING AGREEMENT

Planning Agreement

Environmental Planning and Assessment Act 1979

44 Clunies Ross Street, Pemulwuy

Western Sydney Employment Area

Minister for Planning and Public Spaces (ABN 20 770 707 468)

ISPT Pty Ltd (ACN 064 041 283) in its capacity as Trustee of ISPT Industrial Estate Trust (Greystanes NSW)

Table of contents

1.	Definitions and interpretation	3
1.1	Definitions.....	3
1.2	Interpretation	5
2.	Operation and application of this deed	6
2.1	Operation.....	6
2.2	Planning agreement under the Act	6
2.3	Application.....	6
3.	Application of sections 7.11, 7.12 and 7.24 of the Act.....	6
4.	Development Contribution.....	6
4.1	Developer to provide Development Contribution.....	6
4.2	Developer to provide Security.....	7
4.3	Acknowledgement.....	7
5.	Dispute Resolution.....	7
5.1	Written notice of dispute	7
5.2	Attempt to resolve.....	7
5.3	Referral to the Secretary	7
6.	GST.....	8
6.1	Definitions.....	8
6.2	Intention of the parties.....	8
6.3	Reimbursement	8
6.4	Consideration GST exclusive	8
6.5	Additional Amounts for GST	8
6.6	Non monetary consideration.....	8
6.7	Assumptions	8
6.8	No merger.....	8
7.	Capacity.....	9
7.1	General warranties	9
7.2	Power of attorney.....	9
7.3	Trustee Developer	9
8.	General Provisions	10
8.1	No fetter	10
8.2	Explanatory note.....	10
8.3	Expenses and stamp duty	10
8.4	Notices	11
Schedule 1.....		12
Schedule 2.....		14
Schedule 3.....		15
Schedule 4.....		16
Schedule 5.....		19
Schedule 6.....		20

This deed is dated

Parties:

Minister

Minister for Planning and Public Spaces (ABN 20 770 707 468)
of Level 15, 52 Martin Place, Sydney, New South Wales 2000

Developer

ISPT Pty Ltd (ACN 064 041 283) in its capacity as Trustee of **ISPT Industrial Estate Trust (Greystanes NSW)** of Level 11, 8 Exhibition Street Melbourne, Victoria 3000

Introduction:

- A** The Developer owns the Development Land.
- B** The Developer proposes to carry out the Development on the Development Land.
- C** The Developer's consultant has made a Development Application to the Consent Authority in respect of the Development Land.
- D** Under Clause 29 of the SEPP, the Consent Authority must not grant Development Consent to the Development unless the Secretary has certified in writing to the Consent Authority that satisfactory arrangements have been made to contribute to the provision of regional transport infrastructure and services (including the Erskine Park Link Road) referred to in clause 29 of the SEPP in relation to the land to which the SEPP applies.
- E** The Developer has offered to enter into this deed with the Minister to secure the Development Contribution in order to enable the Secretary to provide the certification required by the SEPP.

It is agreed:

1. Definitions and interpretation

1.1 Definitions

In this deed, unless the context clearly indicates otherwise:

Act means the *Environmental Planning and Assessment Act 1979* (NSW).

Address for Service means the address of each party appearing in Schedule 2 or any new address notified by any party to all other parties as its new Address for Service.

Authority means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.

Bank Guarantee means an irrevocable and unconditional undertaking:

- (a) by an Australian bank which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and
- (b) on terms acceptable to the Minister, in the Minister's absolute discretion,

to pay the face value of that undertaking (being such amount as is required under this deed) on demand.

Base CPI means the CPI number for the quarter ending 31 March 2020.

Business Day means any day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, and concludes at 5 pm on that day.

Consent Authority has the same meaning as in the Act.

CPI means the Sydney Consumer Price Index (All Groups) published by the Commonwealth Statistician, or if that index no longer exists, any similar index that the Minister specifies, in his or her sole discretion, for the purposes of this deed.

CPI Adjustment Date means 1 July 2021 and each anniversary of 1 July 2021.

Current CPI means the CPI number for the quarter ending 31 March in the year in which the relevant adjustment is made.

Development means the proposed development of the Development Land, including the construction of seven industrial warehousing buildings with a combined gross floor area (GFA) of 87,501 m², ancillary offices with a combined GFA of 7,992 m² and hardstand/car parking areas on a terraced landform, as well as a small café, and landscaping works, generally in accordance with State significant development application SSD-10399.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means the contributions to be provided by the Developer in accordance with clause 4.

Development Land means the land described in Table 1 in Schedule 3.

Explanatory Note means the note exhibited with a copy of this deed when this deed is made available for inspection by the public pursuant to the Act, as required by the Regulation.

GST means any form of goods and services tax payable under the GST Legislation.

GST Legislation means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Land means that part of the Development Land described in Table 2 in Schedule 3.

Mediation Program means the Mediation Program of the Law Society of New South Wales as published on its website and as varied from time to time.

Minister means the Minister for Planning and Public Spaces and includes the Secretary and the Secretary's nominee.

Net Developable Area has the meaning given to it in Schedule 4 to this deed.

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Security means a Bank Guarantee.

Secretary means the Secretary of the Department of Planning, Industry and Environment.

SEPP means *State Environmental Planning Policy (Western Sydney Employment Area) 2009*.

Tax means a tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.

1.2 Interpretation

In this deed unless the context clearly indicates otherwise:

- (a) a reference to **this deed** or another document means this deed or that other document and any document which varies, supplements, replaces, assigns or novates this deed or that other document;
- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the **introduction**, a **clause**, a **schedule** or an **annexure** is a reference to the introduction, a clause, a schedule or an annexure to or of this deed;
- (e) **clause headings**, the **introduction** and the **table of contents** are inserted for convenience only and do not form part of this deed;
- (f) the **schedules** and **annexures** form part of this deed;
- (g) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (h) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (i) a reference to a **corporation** includes its successors and permitted assigns;
- (j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this deed;
- (k) an **obligation** or **warranty** on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (l) a requirement to do any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (m) **including** and **includes** are not words of limitation;
- (n) a word that is derived from a defined word has a corresponding meaning;

- (o) **monetary amounts** are expressed in Australian dollars;
- (p) the singular includes the plural and vice-versa;
- (q) words importing one gender include all other genders;
- (r) a reference to a thing includes each part of that thing; and
- (s) neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

2. Operation and application of this deed

2.1 Operation

This deed commences on the date that this deed is signed by all the parties.

2.2 Planning agreement under the Act

This deed constitutes a planning agreement within the meaning of section 7.4 of the Act and the parties agree on the matters set out in Schedule 1.

2.3 Application

This deed applies to:

- (a) the Land; and
- (b) the Development.

3. Application of sections 7.11, 7.12 and 7.24 of the Act

The application of sections 7.11, 7.12 and 7.24 of the Act are excluded to the extent stated in Schedule 1.

4. Development Contribution

4.1 Developer to provide Development Contribution

- (a) The Developer undertakes to provide to the Minister, or the Minister's nominee, the Development Contribution on or prior to the commencement of this deed.
- (b) The Minister and the Developer acknowledge and agree that the Development Contribution for the purposes of this deed will be calculated on the basis that the rate per hectare of Net Developable Area is \$200,113.64.
- (c) The Development Contribution will be an amount equal to the sum represented by "X" in the following formula;

$$X = N \times \$200,113.64.$$

"N" means the number of hectares comprised in the Net Developable Area of the Land, as defined and determined in accordance with Schedule 4.

- (d) For the avoidance of doubt, the parties acknowledge and agree that for the purposes of this deed, the:
 - (i) Net Developable Area of the Land is 4.7879 hectares; and
 - (ii) Development Contribution payable, as calculated in accordance with clause 4.1(c) of this deed, is \$958,124.10.
- (e) If the Development Contribution is paid on or after the CPI Adjustment Date, the amount payable is to be adjusted by multiplying the Development Contribution that would have been payable before the CPI Adjustment Date by an amount equal to the Current CPI divided by the Base CPI.

4.2 Developer to provide Security

The Developer has agreed to provide security to the Minister for the performance of the Developer's obligations under this deed by providing the Security to the Minister in accordance with the terms and procedures set out in Schedule 6.

4.3 Acknowledgement

The Developer acknowledges and agrees that, subject to section 7.3 of the Act, the Minister:

- (a) has no obligation to use or expend the Development Contribution for a particular purpose despite any provision of this deed to the contrary and has no obligation to repay the Development Contribution; and
- (b) in circumstances where the Development Contribution is transferred to any Authority, has not made any representation or warranty that the Development Contribution will or must be used for a particular purpose by that Authority.

5. Dispute Resolution

5.1 Written notice of dispute

A party claiming that a dispute has arisen under or in relation to this deed must give written notice to the other party specifying the nature of the dispute.

5.2 Attempt to resolve

On receipt of notice under clause 5.1, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution processes such as mediation, expert evaluation or other methods agreed by them.

5.3 Referral to the Secretary

Should the matter not be resolved under clause 5.2, the matter shall be referred to the Secretary whose determination of the disagreement shall be final and binding on the parties.

6. GST

6.1 Definitions

Words used in this clause that are defined in the GST Legislation have the meaning given in that legislation.

6.2 Intention of the parties

The parties intend that:

- (a) Divisions 81 and 82 of the GST Legislation apply to the supplies made under and in respect of this deed; and
- (b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

6.3 Reimbursement

Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense, or other amount paid or incurred must be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

6.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this deed are exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 6.

6.5 Additional Amounts for GST

To the extent an amount of GST is payable on a supply made by a party (**Supplier**) under or in connection with this deed (the **GST Amount**), the recipient must pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Minister as recipient of the supply, the Developer must ensure that:

- (a) the Developer makes payment of the GST Amount on behalf of the Minister, including any gross up that may be required; and
- (b) the Developer provides a tax invoice to the Minister.

6.6 Non monetary consideration

Clause 6.5 applies to non-monetary consideration.

6.7 Assumptions

The Developer acknowledges and agrees that in calculating any amounts payable under clause 6.5 the Developer must assume the Minister is not entitled to any input tax credit.

6.8 No merger

This clause does not merge on completion or termination of this deed.

7. Capacity

7.1 General warranties

Each party warrants to each other party that:

- (a) this deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this deed in the capacity of trustee of any trust.

7.2 Power of attorney

If an attorney executes this deed on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

7.3 Trustee Developer

- (a) In this clause 7.3:
 - (i) **Asset** includes any real or personal property or right of any kind;
 - (ii) **Document** means this deed;
 - (iii) **Obligation** means any obligation or liability of any kind undertaken or incurred by or otherwise falling on the Developer under or in respect of this Document or any agreement or other instrument collateral with or given or entered into under this Document;
 - (iv) **Trust** means ISPT Industrial Estate Trust (Greystanes NSW); and
 - (v) **Trust Deed** means the trust deed pursuant to which the Trust has been constituted.
- (b) The Developer warrants and represents to the Minister that as at the date of this Document:
 - (i) the Developer is the only trustee of the Trust;
 - (ii) as far as the Developer is aware no action has been taken or has been proposed to remove the Developer as trustee of the Trust;
 - (iii) as far as the Developer is aware, it is not in breach of the Trust Deed;
 - (iv) entry into this Document is for the benefit of the beneficiaries of the Trust; and
 - (v) the Developer has the power to execute and perform its Obligations under this Document and all necessary action has been taken to authorise the execution and performance of this Document.
- (c) The Minister acknowledges that the Developer:
 - (i) enters into this Document in its capacity as trustee of the Trust and not otherwise; and
 - (ii) agrees to accept and perform the Obligations only in its capacity as trustee of the Trust.

- (d) Except to the extent that the Developer's right of indemnity from the Assets of the Trust is reduced because of the fraud or breach of trust of the Developer:
 - (i) the Developer is only liable to pay or satisfy any Obligation to the extent of its right of indemnity out of the Assets of the Trust;
 - (ii) the Minister may only enforce a right against the Developer in respect of the non-performance of its Obligations to the extent of the Developer's right of indemnity out of the Assets of the Trust; and
 - (iii) the Minister waives its rights and releases the Developer from all personal liability in respect of any loss which the Minister may suffer or incur as a result of any non-performance by the Developer of any Obligation if and to the extent that liability cannot be satisfied out of the Assets of the Trust from which the Developer is indemnified in respect of the non-performance of that Obligation.
- (e) The fraud, breach of trust or any other act or omission of an attorney or agent of the Developer or any other person appointed by the Developer will not be nor be deemed to be the fraud or breach of trust of the Developer for the purposes of this clause 7.3.

8. General Provisions

8.1 No fetter

Nothing in this deed is to be construed as requiring the Minister to do anything that would cause the Minister to breach any of the Minister's obligations at law and without limitation, nothing in this deed shall be construed as limiting or fettering in any way the discretion of the Minister in exercising any of the Minister's statutory functions, powers, authorities or duties.

8.2 Explanatory note

The Explanatory Note must not be used to assist in construing this deed.

8.3 Expenses and stamp duty

- (a) The Developer must pay its own and the Minister's reasonable valuation costs, legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this deed.
- (b) The Developer must pay for all costs and expenses associated with the giving of public notice of this deed and the Explanatory Note in accordance with the Regulation.
- (c) The Developer must pay all Taxes assessed on or in respect of this deed and any instrument or transaction required or contemplated by or necessary to give effect to this deed (including stamp duty and registration fees, if applicable).
- (d) The Developer must provide the Minister with bank cheques, or an alternative method of payment if agreed with the Minister, in respect of the Minister's costs pursuant to clauses 8.3(a) and (b):
 - (i) where the Minister has provided the Developer with written notice of the sum of such costs prior to execution, on the date of execution of this deed; or

- (ii) where the Minister has not provided the Developer with prior written notice of the sum of such costs prior to execution, within 30 Business Days of demand by the Minister for payment.

8.4 Notices

- (a) Any notice, demand, consent, approval, request or other communication (**Notice**) to be given under this deed must be in writing and must be given to the recipient at its Address for Service by being:
 - (i) hand delivered; or
 - (ii) sent by prepaid ordinary mail within Australia; or
 - (iii) in the case of a Notice to be given by the Minister or Secretary, sent by email.
- (b) A Notice is given if:
 - (i) hand delivered, on the date of delivery but if delivery occurs after 5pm New South Wales time or a day that is not a Business Day, is taken to be given on the next Business Day;
 - (ii) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting; or
 - (iii) sent by email:
 - (A) before 5 pm on a Business Day, on that Day;
 - (B) after 5 pm on a Business Day, on the next Business Day after it is sent; or
 - (C) on a day that it is not a Business Day, on the next Business Day after it is sent, and the sender does not receive a delivery failure notice.

Schedule 1

Table 1 - Requirements under section 7.4 of the Act (clause 2.2)

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the deed complying with the Act.

Requirement under the Act	This deed
Planning instrument and/or development application – (section 7.4(2)) The Developer has: (a) sought a change to an environmental planning instrument. (b) made, or proposes to make, a Development Application. (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(a) No (b) No (c) Yes
Description of land to which this deed applies – (section 7.4(3)(a))	See Schedule 3
Description of development to which this deed applies – (section 7.4(3)(b))	See definition of Development in clause 1.1
Description of change to the environmental planning instrument to which this deed applies – (section 7.4(3)(b))	N/A
The scope, timing and manner of delivery of contribution required by this deed – (section 7.4(3)(c))	See clause 4
Applicability of sections 7.11 and 7.12 of the Act – (section 7.4(3)(d))	The application of sections 7.11 and 7.12 of the Act is not excluded in respect of the Development.
Applicability of section 7.24 of the Act – (section 7.4(3)(d))	The application of section 7.24 of the Act is excluded in respect of the Development.
Consideration of benefits under this deed if section 7.11 applies – (section 7.4(5))	No
Mechanism for Dispute Resolution – (section 7.4(3)(f))	See clause 5
Enforcement of this deed – (section 7.4(3)(g))	Not required

Requirement under the Act	This deed
No obligation to grant consent or exercise functions – (section 7.4(10))	See clause 8.1

Table 2 – Other matters

Requirement under the Act	This deed
Registration of the Planning Agreement – (section 7.6 of the Act)	No
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate is issued – (clause 25E(2)(g) of the Regulation)	No
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before an occupation certificate is issued – (clause 25E(2)(g) of the Regulation)	No
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a subdivision certificate is issued – (clause 25E(2)(g) of the Regulation)	No

Schedule 2

Address for Service (clause 1.1)

Minister

Contact: The Secretary

Address: Department of Planning, Industry and Environment
320 Pitt Street
SYDNEY NSW 2000

Email: planningagreements@planning.nsw.gov.au

Developer

Contact: The Company Director(s) and Secretary

Address: ISPT Pty Ltd in its capacity as Trustee of ISPT Industrial Estate Trust
(Greystanes NSW)
Level 11, 8 Exhibition Street
MELBOURNE VIC 3000

Email: akyle@ispt.net.au

Schedule 3

Land

1. Development Land

Lot	Deposited Plan	Folio Identifier
Lot 10	DP 1022044	10/1022044
Lot 107	DP 1028208	107/1028208
Lot 216	DP 1030744	216/1030744
Lot 63	DP 752051	63/752051
Lot 601	DP 1047403	601/1047403

2. Land to which the VPA applies

Lot	Deposited Plan	Folio Identifier
Lot 107	DP 1028208	107/1028208
Lot 63	DP 752051	63/752051

Schedule 4

Definition of Net Developable Area (clause 4)

1. The net developable area of the Land is the area of land, in hectares, shown hatched on the plan in Schedule 5, subject to the other provisions of this Schedule 4.
2. The net developable area includes the area of any land that the Development Consent authorises, or requires, to be used as a road, or reserved, dedicated or otherwise set aside as a public road, but does not include:
 - (a) any existing road which was constructed before the date of this deed to which works are required to be carried out under the Development Consent; or
 - (b) any road referred to in clauses 3(n) or (o) of this Schedule 4.
3. The net developable area does not include the area of any land that the proposed subdivision reserves, dedicates or otherwise sets aside as, or for the purpose of, any of the following:
 - (c) school;
 - (d) TAFE establishment;
 - (e) emergency services facility;
 - (f) health services facility owned or operated by a public authority;
 - (g) golf course;
 - (h) passenger transport facility;
 - (i) place of public worship;
 - (j) public open space, including a public reserve (within the meaning of the *Local Government Act 1993*);
 - (k) drainage reserve (within the meaning of the *Local Government Act 1993*);
 - (l) public utility undertaking;
 - (m) bus depot;
 - (n) recreation area;
 - (o) cemetery (within the meaning of the *Cemeteries and Crematoria Act 2013*);
 - (p) roads, or other public amenities or public services, in connection with which development contributions have been imposed under section 7.11 or section 7.12 of the Act or may be imposed in accordance with a contributions plan approved under section 7.18 of the Act; or
 - (q) roads or other infrastructure in connection with which special infrastructure contributions have been, or may be, imposed in accordance with a determination of the Minister made under section 7.23 of the Act before the date of this deed.

4. The following areas of land are not to be included in the calculation of the net developable area for the Land:
 - (a) any area of land that is at or below the level of a 1:100 ARI (average recurrent interval) flood event, if the Secretary is satisfied that the area is unsuitable for developing for the purposes of the subdivision by virtue of it being at or below that level;
 - (b) any area of land that is identified as public open space in a development control plan or in a contributions plan approved under section 7.18 of the Act;
 - (c) any area of land that is within Zone E2 Environmental Conservation;
 - (d) any area of land within the curtilage of a building listed on the State Heritage Register;
 - (e) any area of land this is within an asset protection zone:
 - (i) that is specified in a bush fire safety authority issued under the *Rural Fires Act 1997*; or
 - (ii) that is required to be established by the development consent relating to the subdivision,

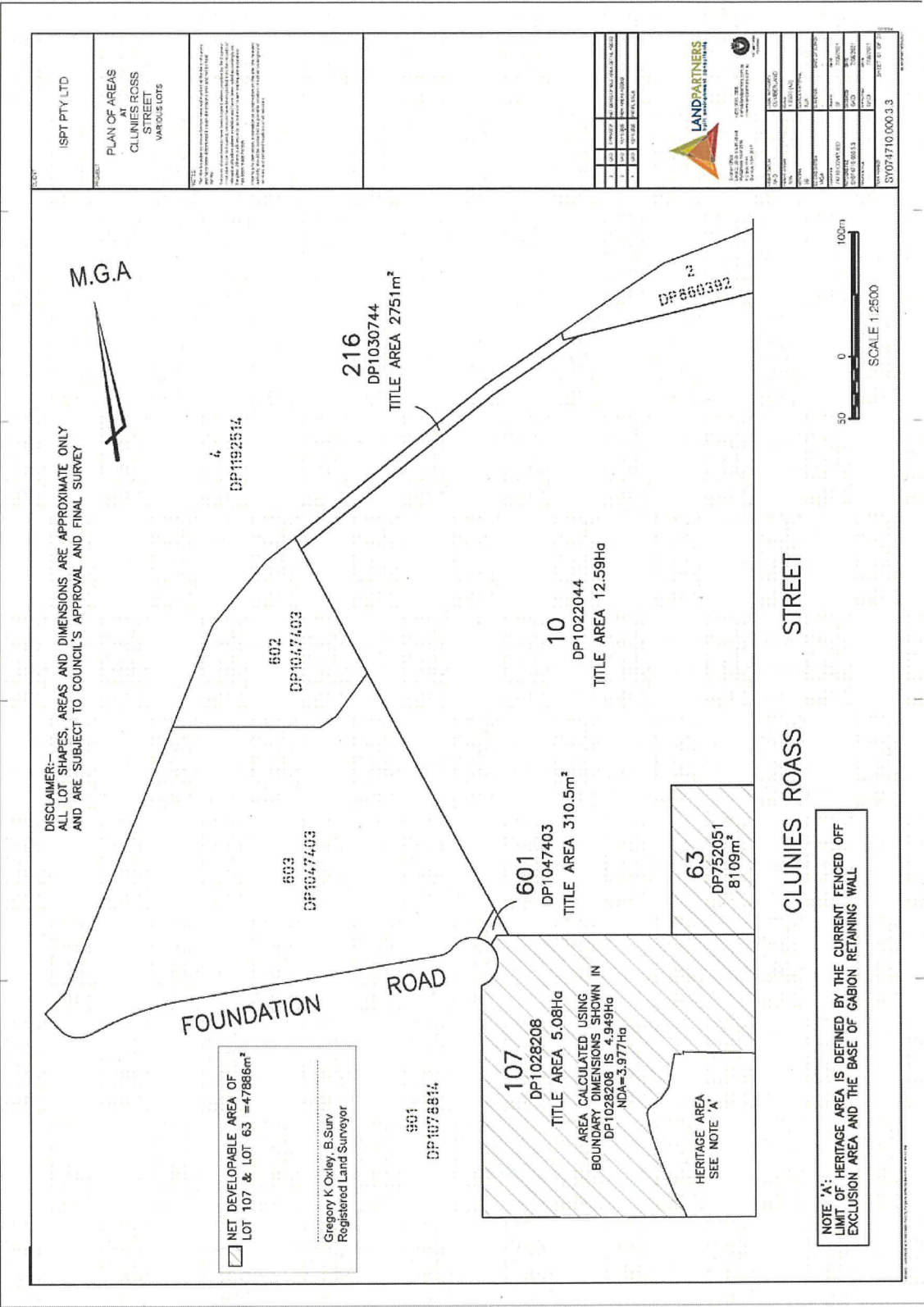
if the Secretary is satisfied that the area is unsuitable for developing for the purposes of the subdivision by virtue of it being within that zone;
 - (f) an area of land that is subject to an easement in favour of a public utility undertaking for the purpose of the supply of the utility service to the public as shown on the title to that land or as confirmed in writing by the public utility undertaking, if the Secretary is satisfied that the area is unsuitable for developing for the purposes of the subdivision by virtue of the easement; and
 - (g) any area of land that is within a public transport corridor (other than a road corridor) as shown on a Land Zoning Map for the purposes of an environmental planning instrument or a development control plan made under the Act, if the Secretary is satisfied that the area is unsuitable for development for the purposes of the subdivision by virtue of it being within the public transport corridor.
5. For development comprising a subdivision, the net developable area does not include the area of any lot in the proposed plan of subdivision that may be further subdivided (other than under a strata scheme) in accordance with the development consent relating to the subdivision.
6. For development comprising a subdivision, the net developable area does not include the area of any lot in the proposed plan of subdivision that the Secretary has determined (in writing), at the Secretary's discretion and having regard to the relevant planning controls, will be further subdivided (other than under a strata scheme) in accordance with a future development consent for the purpose of the orderly development of the land for urban purposes in the future.
7. If a proposed lot contains an existing lawful habitable dwelling (being a dwelling that lawfully existed on the proposed lot at the date this deed commences) and:
 - (a) is no more than 0.1 hectare, the net developable area does not include the area of the lot, or
 - (b) is more than 0.1 hectare in area, the net developable area is reduced by 0.1 hectare,

for the purpose of calculating the net developable area for a development comprising subdivision of land.

8. If a proposed lot is wholly within Zone E3 Environmental Management, Zone E4 Environmental Living or Zone R5 Large Lot Residential and is more than 0.1 hectare, that lot is taken to be 0.1 hectare for the purpose of calculating the net developable area for development comprising a subdivision.
9. The parties agree that the Secretary may make any determination required to be made for the purpose of calculating the net developable area of the Land in accordance with this clause and, for that purpose, may have regard to any information available at the time, such as construction plans and any measurements made by a registered surveyor of the land concerned.
10. In this Schedule 4, the following words or expressions have the same meanings as they have in the Standard Instrument (that is, the standard instrument for a principal local environmental plan prescribed by the Standard Instrument (Local Environmental Plans) Order 2006 (Standard Instrument):
 - (c) emergency services facility;
 - (d) health services facility;
 - (e) passenger transport facility;
 - (f) place of public worship;
 - (g) public utility undertaking;
 - (h) recreation area; and
 - (i) school.
11. In this Schedule, a reference to:
 - (j) a land use zone is a reference to a land use zone specified in the Standard Instrument and to a land use zone that is equivalent to any such land use zone; and
 - (k) curtilage of a building listed on the State Heritage Register is a reference to the curtilage of that building, or the site of that building, as specified or described in the listing of the building on the State Heritage Register kept under Part 3A of the *Heritage Act 1977*; and
 - (l) a "strata scheme" means a reference to a strata scheme as that term is defined in the *Strata Schemes Development Act 2015* or a leasehold strata scheme as that term is defined in the *Strata Schemes Development Act 2015*.

Schedule 5

Plan of Net Developable Area



Schedule 6

Security terms (clause 4.2)

1. Developer to provide Security

- (a) In order to secure the payment or performance of the Development Contribution the Developer has agreed to provide the Security.
- (b) The Security must:
 - (i) name the "Minister for Planning and Public Spaces" and the "Department of Planning, Industry and Environment ABN 20 770 707 468" as the relevant beneficiaries; and
 - (ii) not have an expiry date.

2. Security

- (a) The Developer agrees that clause 1, clause 2 and clause 3 of this Schedule 6 operate as a deed poll in favour of the Minister from the date of execution by the Developer of this deed.
- (b) To avoid doubt, clause 1, clause 2 and clause 3 of this Schedule 6 commence from the date of execution by the Developer, even though this deed has not commenced pursuant to clause 2.1.
- (c) At the time the Developer executes this deed, the Developer must provide the Security to the Minister having a face value amount of \$958,124.00 (**Security Amount**) in order to secure the Developer's obligations to make a Development Contribution under this deed when it is executed by the Minister.
- (d) From the date the Developer executes this deed until the date that the Developer has provided the Development Contribution, the Minister is entitled to retain the Security and call upon it in the circumstances set out in clause 3 of this Schedule 6.
- (e) To the extent necessary, the definitions in clause 1 of this deed apply to the construction of the deed poll created by this clause 2 of Schedule 6.

3. Claims under Security

- (a) The Developer agrees that the Minister may:
 - (i) call upon the Security where the Developer has failed to pay the Development Contribution for the Development on or after the date for payment under this deed; and
 - (ii) retain and apply such monies towards the provision of designated State public infrastructure.
- (b) Prior to calling upon the Security the Minister must give the Developer not less than 10 Business Days written notice of his or her intention to call upon the Security.

4. Release of Security

If the Developer has satisfied all of its obligations under this deed secured by the Security, then the Minister will promptly return the Security (less any costs, charges, duties and taxes payable), or the remainder of the monies secured by the Security (as the case may be), to the Developer.

Execution page

Executed as a deed

Signed, sealed and delivered for and on behalf
of the **Minister for Planning and Public Spaces**
ABN 20 770 707 468, in the presence of:

.....
Signature of witness

.....
Signature of the Minister for Planning and Public
Spaces or delegate

.....
Name of witness in full

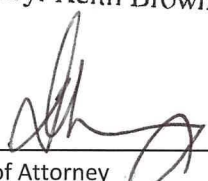
.....
Name of Minister for Planning and Public Spaces
or delegate

.....
Address of witness

Signed, sealed and delivered for **ISPT Pty Ltd**
(ACN 064 041 283) by:

Daryl Keith Browning

as Attorney / Attorneys
under Power of Attorney dated 20 January 2020
in the presence of:



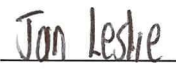
Signature of Attorney

By executing this document the Attorney states that the
Attorney has received no notice of revocation of the
Power of Attorney



Signature of Witness

Signature of Attorney



Print name of Witness

By executing this document the Attorney states that the
Attorney has received no notice of revocation of the
Power of Attorney

BASIN WORKS PLAN
SCALE 1:500



