



OFF SITE RESTRICTED ACCESS AREA STRATEGY

Crawfords Freightlines Sandgate Site

Document Control

Version	Date	Amendment Details	Amended By	Next Review Date
V1	6 August 2013	Final Offsite Restricted Access Strategy	Prepared by ERM	-
V2	23 August 2023	Review of Offsite Restricted Access Strategy. Updated background and Facility Overview to reflect current licence Conditions to the storage of Ammonium Nitrate and reformatted document.	Mark Grech	July 2023

COMPANY DETAILS

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SECURITY COMPANY	24 Hour Total Security Phone 0490 531 000

1 Introduction

1.1 Background

Crawfords Freightlines Pty Ltd (Crawfords) has operated a storage and distribution facility (the Facility) for ammonium nitrate (AN) at the site since 2009. The development is located in Sandgate, NSW and involves the storage of up to 9000 tonnes (t) of AN in warehouses (Sheds A and B. The Facility is now completely leased by Crawfords with no other companies onsite, consists of an area for storage of shipping containers and aluminium ingots, general mixed freight, a workshop, a wash bay with an integrated water treatment system, a rail siding.

In December 2011, following a site inspection from Newcastle City Council (NCC) (now City of Newcastle) and the NSW Environment Protection Authority (EPA), NCC issued the owners and occupiers of the premises a Notice of Intention to Give an Order. Following this, NCC issued an Order under Section 121B of the EP&A Act on the 2 February 2012. The Terms of the Order were:

- 1. Within fourteen (14) days of the date of the order, limit storage of Ammonium Nitrate at the premises to not more than 2000 tonnes; and*
- 2. Within twelve (12) months of the date of the order, cease use of the premises as a chemical storage facility, including but not limited to the storage of Ammonium Nitrate.*

NCC extended the Order on 18 February 2013, thereby requiring Crawfords to cease use of the premises as a chemical storage facility, including but not limited to the storage of AN on or by 31 August 2013.

The EPA also issued a Notice of Preventative Action to Crawfords on 13 December 2011 (Prevention Notice No. 1503295, which was subsequently varied by Prevention Notice 1503467 on 20 December 2011). The site was required to reduce in the quantity of AN products stored at the premises to not more than 2000 t, which is below the threshold value identified in Schedule 1 of *Protection of the Environment Operations Act 1997* (POEO Act) and thus not requiring an Environment Protection Licence (EPL).

In order to enable continued operations at the site, Crawfords engaged ERM to prepare an environmental impact statement (EIS) to accompany a state significant development application (SSD-5119) seeking approval to store and distribute 13 500 t of AN at the site. Development consent, subject to conditions (the Consent), was granted on 13 June 2013. On 18 July 2013, the EPA issued EPL 20295 and revoked Prevention Notice No 1503295,

On 18 July 2013, the EPA issued EPL 20295 and revoked Prevention Notice No 1503295, as varied by Prevention Notice No. 1503467. Although the Consent allowed for the storage of up to 13,500 t of AN, WorkSafe NSW has withdrawn approval to store AN in, and outside of, Shed C due to its proximity to the neighbouring aged care facility (St Josephs) north of the Facility and the current AN storage limit is 9,000 t.

1.2 Facility Overview

The site is located at Lot 12 DP 625053 Old Maitland Road, Sandgate, New South Wales (NSW) and has an area of 8.77 hectares (ha). The site is situated approximately 10 kilometres (km) to the north-west of Newcastle Central Business District and approximately 6.7 km west-north-west of industrial operations on Kooragang Island, NSW, within the local government area of Newcastle. A site locality plan is presented in Figure 1.1. Access to the site is via Old Maitland Road, off the Pacific Highway. Figure 1.2 shows the site layout. Crawfords lease the entire the site from Sierra Sun Pty Ltd.

Crawfords manages and operates a rail siding at the site adjacent to the Main Northern Railway Line which runs along the western Facility boundary. The siding is used exclusively for trains servicing Crawfords Port Botany container transport operation. Crawfords have exclusive use of the siding. Trains operating to and from and accessing the siding are operating under the direction of Crawfords. Crawfords have engaged '3801 Limited' to operate trains servicing the siding. 3801 Limited hold current accreditation as a train operator on the track network.

The operational boundary for entering the Crawfords siding is M106.8 (202) signal on the up main line located at 171.957 km (from Sydney). The operational boundary for departing the Crawfords siding is SS106.7 (235) signal within the Crawfords siding located at 171.685 km.

The track maintenance boundary is aligned with signal SS106.7 (235) at the operational boundary at 171.685 km.

Crawfords is responsible for the management of maintenance over its managed track beyond this point away from the Australian Rail Track Corporation's (ARTC's) main line. Crawfords is also responsible for inspection of the walkway adjacent to the up main line.

2. SURROUNDING LAND USE

Land uses and activities directly surrounding the site are generally limited to minor industrial and commercial uses, wetland areas and residential areas.

Within the site are industrial premises situated within the same industrial precinct as Crawfords. Further north of the site, in an elevated position on a

hill is St Joseph's Home (residential aged care) and St Joseph's Village (independent living).

Immediately adjacent to the northern boundary is a portion of land owned by Sierra Sun Pty Limited which currently stores stockpiled magnetite, formally identified as Lot 22 in DP 627724. Beyond this parcel of land is the depot of a mining company, Sibelco Australia, approximately 200 m north of the site. Located immediately to the northeast boundary is wetland known as the "2HD Swamp" which is currently occupied by the 2HD transmission tower.

Immediately west of the site is the Main Northern Railway and beyond this Newcastle Golf Practice Centre and the former Council landfill site commonly known as Astra Street Landfill, Shortland. West of the Main Northern Railway are SEPP 14 Hunter Wetlands, which are classified as a Ramsar wetland of international significance.

To the south and southeast is a corridor of land which is currently under construction for the Newcastle Inner City (Shortland to Sandgate) Bypass. Further to the southeast is the Sandgate Cemetery and mixed industrial and residential areas. The nearest residential areas are located along the Pacific Highway approximately 300 m to the northeast of the site.

3. CONDITION 5 IN SCHEDULE 2

Annex A contains a complete copy of the development consent for establishment of an ammonium nitrate storage and distribution facility on the site. In summary, Condition 5 in Schedule 2 requires the preparation of this Off Site Restricted Access Area Strategy (the Strategy) which must be approved by the Director General of the Department of Planning and Infrastructure prior to the commencement of operations on the site. The Strategy must address the following:

- provide details of the works proposed to prohibit public access, particularly in relation to signage and fencing;
- provide evidence that each land owner within the Off Site Restricted Access Area (as depicted in the Figure included within *Annex A*) has been consulted and agrees with the proposed measures; and
- investigate and detail options to purchase or secure land on a long term basis within the Off Site Restricted Access Area in perpetuity.

The following sections of this Strategy detail how the above key matters have been addressed.

4. DETAILS OF FENCING AND SIGNAGE

The Off Site Restricted Access Area is to be fenced within the Golf Practice Range lease area and within the land adjoining the lease area to the north as indicated in the plans contained in *Annex B*. Details of the type of fencing proposed to be erected is also shown in *Annex B*. As the northern most extent of the Restricted

Access Area lies within a wetland, the fencing will be erected on the edge of the wetland as it is not practical nor desirable to place the fence through the wetland.

Signs will be secured to the fencing clearly indicating that the public is prohibited from gaining access to the area fenced off. The size and layout of these signs as well as details specifying the frequency of these signs is set out in *Annex B*.

5. DETAILS OF CONSULTATION AND AGREEMENT

All the land within the Off Site Restricted Access Area is owned by NCC. It comprises part of Lot 33 DP 1118637 and part of Lot 16 DP 1148792 (see Appendix D in *Annex A*). Part of Lot 33 is currently leased by NCC to Mr MacLean who operates the Newcastle Practice Golf Range on part of this land. Mr MacLean has been extensively consulted during the assessment of the development application for this project and has agreed to sign a Deed of Agreement indicating that he has given his approval for that part of the land he leases from NCC which is within the Off Site Restricted Access Area to be fenced and signposted accordingly so that the public are not permitted to enter this area. A copy of the Deed of Agreement is provided in *Annex C*.

NCC has also entered into a Deed of Agreement in relation to the balance of the land within the Off Site Restricted Access Area and confirmed its willingness to ensure that this land is not available for public access (see *Annex D*). It should be noted that as this land forms part of the old Astra Street landfill site that it is currently fenced to prohibit public access and signposted accordingly. This fencing and signposting will remain in place for the duration of the operation of the AN storage and distribution facility on the site.

6. INVESTIGATIONS INTO SECURING THE LAND IN THE LONGTERM

Investigations into securing the land within the Off Site Restricted Access Area in the long term are underway as evidence in the correspondence from NCC reproduced in *Annex D*. It is proposed to undertake a boundary adjustment to create an allotment which includes all the land within the Off Site Restricted Access Area when the current lease with Mr MacLean expires. The allotment would then be transferred from NCC to Crawfords provided all the necessary approvals and agreements are in place.

7. REGULAR REVIEW OF THE STRATEGY

In accordance with Condition 6 Schedule 2 of the development consent in *Annex A* this Strategy must be reviewed (if necessary) and submitted to the Director General for approval every year on the anniversary of the development consent (13 June). It must also be reviewed and submitted to the Director General for approval at any time any arrangement under Condition 5 Schedule 2 of the development consent is changed.

As the agreements included in *Annex C* and *Dare* revised/ replaced the Strategy will be amended accordingly.

Annex A

COPY OF DEVELOPMENT CONSENT

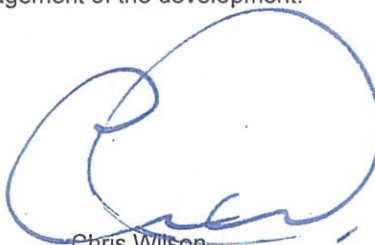
Development Consent

Section 89E of the *Environmental Planning and Assessment Act 1979*

As delegate of the Minister for Planning and Infrastructure under delegation executed on 27 February 2013, I approve the development application referred to in Schedule 1, subject to the Conditions in Schedules 2 to 4.

These conditions are required to:

- prevent, minimise, and/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 Wilson
Executive Director
Development Assessment Systems and Approvals

Sydney

13 June

2013

SCHEDULE 1

Application Number:	SSD-5119
Applicant:	Crawfords Freightlines Pty Ltd
Approval Authority:	Minister for Planning and Infrastructure
Land:	158 Old Maitland Road, Sandgate (Lot 12 DP 625053)
Development:	Crawfords Ammonium Nitrate Storage and Distribution Facility

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DEFINITIONS

Applicant	Crawfords Freightlines Pty Ltd
AN	Ammonium Nitrate
ANZECC Guidelines	<i>Australian and New Zealand Guidelines for Freshwater and Marine Water Quality (Australian Government 2000)</i>
AS	Australian Standard
BCA	Building Code of Australia
Construction	The demolition of buildings or works, carrying out of works, including bulk earthworks and erection of buildings and other infrastructure covered by this consent
Council	The Council of the City of Newcastle
Day	The period from 7am to 6pm on Monday to Saturday, and 8am to 6pm on Sundays and Public Holidays
DCP	<i>Newcastle Development Control Plan 2012</i>
Development	The development as described in the EIS and RTS
Department	Department of Planning and Infrastructure
Director-General	Director-General of the Department of Planning and Infrastructure, or his nominee
EIS	The Environmental Impact Statement titled ' <i>Ammonium Nitrate Storage and Distribution Facility</i> ' and accompanying appendices, prepared by Environmental Resources Management Australia and dated December 2012
EP&A Act	<i>Environmental Planning and Assessment Act 1979</i>
EP&A Regulation	<i>Environmental Planning and Assessment Regulation 2000</i>
EPA	Environment Protection Authority
EPL	Environmental Protection Licence
Evening	The period from 6pm to 10pm
Facility	The development as described in the EIS
Flood Proof	Meaning the structural integrity of a structure cannot be compromised by loads caused by flood waters and is unable to inundated by flood water, up to a specified maximum flood event limit
FRNSW	Fire and Rescue NSW
Major Flood Event	Any flood event that is rarer than, and including, a 5% Annual Exceedance Probability flood event
Management and Mitigation Measures	The Applicant's Management and Mitigation Measures (Appendix A)
Minister	Minister for Planning and Infrastructure, or delegate
Night	The period from 10pm to 7am on Monday to Saturday, and 10pm to 8am on Sundays and Public Holidays
OC	Occupational Certificate
Off-Site Restricted Access Area	The Off-Site Restricted Access Area as shown in blue in Appendix D of this consent and referred to in Conditions 5 and 6 of Schedule 2 of this consent.
Operation	The development as described in the EIS for the storage and distribution of more than 2,000 tonnes of ammonium nitrate at the site and associated works and infrastructure.
POEO Act	<i>Protection of the Environment Operations Act 1997</i>
Project	Has the same meaning as development (see above)
Reasonable and Feasible	Reasonable relates to the application of judgement in arriving at a decision, taking into account: mitigation benefits, cost of mitigation versus benefits provided, community views and the nature and extent of potential improvements. Feasible relates to engineering considerations and what is practical to build.
RMS	Roads and Maritime Services
RTS	The Response to Submissions titled ' <i>Ammonium Nitrate Storage and Distribution Facility</i> ' and accompanying appendices, prepared by Environmental Resources Management Australia and dated April 2013
Site	The land referred to in Schedule 1
WorkCover	WorkCover NSW

SCHEDULE 2 ADMINISTRATIVE CONDITIONS

OBLIGATION TO MINIMISE HARM TO THE ENVIRONMENT

1. The Applicant shall implement all reasonable and feasible measures to prevent and/or minimise any harm to the environment that may result from the construction and/or operation of the development.

TERMS OF APPROVAL

2. The Applicant shall carry out the development generally in accordance with the:
 - (a) EIS;
 - (b) RTS;
 - (c) Management and Mitigation Measures (see Appendix A);
 - (d) Site Plans (Appendix B) and Drawings in the EIS; and
 - (e) conditions of this consent.
3. If there is any inconsistency between the above documents, the most recent document shall prevail to the extent of the inconsistency. However, the conditions of this consent shall prevail to the extent of any inconsistency.
4. The Applicant shall comply with any reasonable requirement/s of the Director-General arising from the Department's assessment of:
 - (a) any audits, reports, plans, programs, strategies, studies or correspondence that are submitted in accordance with this consent; and
 - (b) the implementation of any actions or measures contained in these audits, reports, plans, programs, strategies, studies or correspondence submitted by the Applicant.

LIMITS OF CONSENT

5. Prior to the commencement of the Operation, the Applicant must, to the satisfaction of the Director-General, demonstrate that suitable arrangements are in place to prohibit public access to the Off-Site Restricted Access Area as labelled and illustrated in Appendix D of this consent. As part of demonstrating the suitable arrangements for the Off-Site Restricted Access Area are in place, the Applicant must prepare and implement an Off-Site Restricted Access Area Strategy. This Strategy must be approved by the Director-General prior to the commencement of the Operation and shall:
 - provide details of the works proposed to prohibit public access, such as secure fencing and signage;
 - provide evidence that each landowner within the Off-Site Restricted Access Area has been consulted and agrees with the proposed measures, including Council and the lessee of Part Lot 33 DP 1118637 (i.e. the Sandgate Golf Practice Centre or its successors); and
 - investigate and detail options to purchase or secure land on a long-term basis within the Off-Site Restricted Access Area in perpetuity.
6. The Applicant must also obtain the written approval of the Director-General of the Off-Site Restricted Access Area Strategy referred to in Condition 5 above:
 - (a) every 12 months from the Director-General's approval of Condition 5 above (i.e. the yearly anniversary); and
 - (b) at any time any arrangement established under Condition 5 above changes or is modified.
7. In any case, the Applicant shall not store more than 13,500 tonnes of AN on the site at any one time, comprising the storage of a maximum of up to:
 - 4,500 tonnes of AN in Shed A;
 - 4,500 tonnes of AN in Shed B;
 - 4,000 tonnes of AN in Shed C; and
 - 500 tonnes of AN in shipping containers in the outdoor compound of Shed C.

LAPSING OF CONSENT

8. This consent will lapse five (5) years from the date of consent unless the works associated with the development have physically commenced.

MANAGEMENT PLANS AND MONITORING PROGRAMS

9. With the approval of the Director-General, the Applicant may:
 - (a) submit any management plan or monitoring program required by this consent on a progressive basis; and

- (b) combine any management plan or program required by this consent with any similar management plan or program that have been approved under previous consents or approvals.

STRUCTURAL ADEQUACY

10. The Applicant shall ensure that all new buildings and structures, and any alterations or additions to existing buildings and structures, on the site are constructed in accordance with the relevant requirements of the BCA.

Notes:

- Under Part 4A 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.

PROTECTION OF PUBLIC INFRASTRUCTURE

11. The Applicant shall:
- (a) repair, or pay the full costs associated with repairing, any public infrastructure that is damaged by 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.

OPERATION OF PLANT AND EQUIPMENT

12. The Applicant shall ensure that all plant and equipment used for the development is:
- (a) maintained in a proper and efficient condition; and
 - (b) operated in a proper and efficient manner.

STAGED SUBMISSION OF PLANS OR PROGRAMS

13. With the approval of the Director-General, the Applicant may submit any plan or program required under this consent on a progressive basis.

DEVELOPMENT CONTRIBUTIONS

14. Prior to the commencement of operation, the Applicant shall pay to Council a development contribution to a maximum amount of \$6,000 determined in accordance with Council's *Section 94A Development Contributions Plan 2009*, updated 22 April 2013, in consultation with Council, and to the satisfaction of the Director-General.

Note: The amount of contribution payable under this condition has been calculated on the basis of the current rate as at the date of consent and is based on the most recent quarterly Consumer Price Index (CPI) release made available by the Australian Bureau of Statistics (ABS). The CPI index rate is expected to rise at regular intervals and therefore the actual contribution payable is indexed and should be recalculated at the CPI rate applicable on the day of payment.

**SCHEDULE 3
SPECIFIC ENVIRONMENTAL CONDITIONS**

GENERAL

1. The Applicant shall comply with the requirements of the EPA set out in any EPL issued for the development.

HAZARDS AND RISK

General

2. The Applicant shall ensure that the development complies with the requirements of the latest version of AS 4326. Measures to inspect and maintain the site to ensure compliance with the latest version of AS 4326 must be documented in Operational Environmental Management Plan for the development (see Condition 2 in Schedule 4 of this consent).
3. The Applicant shall maintain the appropriate ammonium stack separation distance, as recommended by SAFEX *International Good Practice Guide: Storage of Solid Technical Grade Ammonium Nitrate* or better, to prevent involvement of more than half the storage capacity of each storage building in an explosion, except for a short period of time when the storage is at maximum capacity

Pre-construction

4. At least one month prior to the commencement of construction of the proposed project (except for construction of those preliminary works that are outside the scope of the hazard studies), or within such further period as the Director-General may agree, the Applicant shall prepare and submit for the approval of the Director-General the studies set out under subsections (a) to (c) (the pre-construction studies) of this Condition. Construction, other than of preliminary works, shall not commence until approval has been given by the Director-General and, with respect to the Fire Safety Study, approval has also been given by Fire and Rescue NSW.
 - (a) **CONSTRUCTION SAFETY STUDY**
A Construction Safety Study, consistent with the Department of Planning's *Hazardous Industry Planning Advisory Paper No. 7, 'Construction Safety'*. For projects in which the construction period exceeds six (6) months, the commissioning portion of the Construction Safety Study may be submitted two months prior to the commencement of commissioning.
 - (b) **FIRE SAFETY STUDY**
A Fire Safety Study for the proposed project. This study shall cover the relevant aspects of the Department of Planning's *Hazardous Industry Planning Advisory Paper No. 2, 'Fire Safety Study Guidelines'* and the New South Wales Government's *'Best Practice Guidelines for Contaminated Water Retention and Treatment Systems'*. The study shall also be submitted for approval to Fire and Rescue NSW.
 - (c) **FINAL HAZARD ANALYSIS**
A Final Hazard Analysis of the proposed project, consistent with the Department of Planning's *Hazardous Industry Planning Advisory Paper No. 6, 'Hazard Analysis'*. The FHA shall:
 - address all relevant findings and recommendations from all official investigation report/s (if available) on the accident at West, Texas (USA) in April 2013;
 - re-evaluate and confirm all relevant data and assumptions from the Preliminary Hazard Analysis; and
 - re-evaluate and confirm all control measures proposed for the prevention and mitigation of incidents, particularly those controls relevant to ammonium nitrate.

Pre-commissioning

5. The Applicant shall develop and implement the plans and systems set out under subsections (a) to (c) of this Condition. No later than two months prior to the commencement of commissioning of the proposed project, or within such further period as the Director-General may agree, the Applicant shall submit, for the approval of the Director-General, documentation describing those plans and systems. Commissioning shall not commence until approval has been given by the Director-General.
 - (a) **TRANSPORT OF HAZARDOUS MATERIALS**
Arrangements covering the transport of hazardous materials including details of routes to be used for the movement of vehicles carrying hazardous materials to or from the proposed development. The routes shall be selected in accordance with the Department of Planning's draft 'Route Selection' guidelines. Suitable routes identified in the study shall be used except where departures are necessary for local deliveries or emergencies.
 - (b) **EMERGENCY PLAN**
A comprehensive Emergency Plan and detailed emergency procedures for the proposed project. This plan shall include consideration of the safety of all people outside of the project who may be at risk from the project, including the assets and employees of Scafflink or its successors. The plan shall be consistent with the Department of Planning's *Hazardous Industry Planning Advisory Paper No. 1, 'Emergency Planning'*.

(c) **SAFETY MANAGEMENT SYSTEM**

A document setting out a comprehensive Safety Management System, covering all on-site operations and associated transport activities involving hazardous materials. The document shall clearly specify all safety related procedures, responsibilities and policies, along with details of mechanisms for ensuring adherence to the procedures. Records shall be kept on-site and shall be available for inspection by the Director-General upon request. The Safety Management System shall be consistent with the Department of Planning's *Hazardous Industry Planning Advisory Paper No. 9, 'Safety Management'*.

Pre-startup

6. **PRE-STARTUP COMPLIANCE REPORT**

One month prior to the commencement of operation of the project, the Applicant shall submit to the Director-General, a report detailing compliance with Conditions 4 and 5 of this Schedule, including:

- (a) dates of study/plan/system submission, approval, commencement of construction and commissioning;
- (b) actions taken or proposed, to implement the recommendations and safety-related control measures in the studies/plans/systems; and
- (c) responses to each requirement imposed by the Director-General under Condition 10 of this Schedule.

Post-startup

7. **POST-STARTUP COMPLIANCE REPORT**

Three months after the commencement of operation of the project, the Applicant shall submit to the Director-General, a report verifying that:

- (a) the transport routes specified under Condition 5(a) are being followed;
- (b) the Emergency Plan required under Condition 5(b) is effectively in place and that at least one emergency exercise has been conducted; and
- (c) the Safety Management System required under Condition 5(c) has been fully implemented and that records required by the system are being kept.

Ongoing

8. **HAZARD AUDIT**

Twelve months after the commencement of operations of the proposed project and every two years thereafter, or at such intervals as the Director-General may agree, the Applicant shall carry out a comprehensive Hazard Audit of the proposed project and within one month of each audit submit a report to the Director-General for approval.

The audits shall be carried out at the Applicant's expense by a qualified person or team, independent of the project, approved by the Director-General prior to commencement of each audit. Hazard Audits shall be consistent with the Department of Planning's *Hazardous Industry Planning Advisory Paper No. 5, 'Hazard Audit Guidelines'* (HIPAP No. 5).

The audit reports shall, in addition to the requirements provided in HIPAP No. 5:

- address all relevant findings and recommendations from all official investigation report/s (if available) on the accident at West, Texas (USA) in April 2013, and make recommendations if necessary; and
- Report on the findings of the audit in relation to compliance with the current version of AS 4326 - the Storage and handling of oxidizing materials and the relevant provisions of the current version of the SAFEX International *Good Practice Guide: Storage of Solid Technical Grade Ammonium Nitrate*,

The audit report must be accompanied by a program for the implementation of all recommendations made in the audit report. If the Applicant intends to defer the implementation of a recommendation, reasons must be documented.

On-site Risks

9. The Applicant shall ensure that the Construction Safety Study (see Condition 4(a) of this Schedule), the Final Hazard Analysis (see Condition 4(c) of this Schedule), Safety Management System (see Condition 5(c) of this Schedule) and the Emergency Plan (see Condition 5(b) of this Schedule) for the site include an assessment and evaluation of all hazards that could contribute to both on site and off-site risks to the satisfaction of WorkCover NSW. All maps showing the risk contours for on site and off-site risks shall be included in each of the aforementioned documents.

10. FURTHER REQUIREMENTS

The Applicant shall comply with all reasonable requirements of the Director-General in respect of the implementation of any measures arising from the reports submitted in respect of Conditions 4 to 9 of this Schedule inclusive, within such time as the Director-General may agree.

SOIL AND WATER

Surface Water Discharge Limits

11. The Applicant shall ensure that all licensed surface water discharges from the site comply with the discharge limits (volume and quality) set for the development in any EPL or relevant provisions of the POEO Act.

Bunding

12. The Applicant shall store all chemicals, fuels and oils used on-site in appropriately banded areas in accordance with the requirements of all relevant Australian Standards, and/or EPA's *Storing and Handling Liquids: Environmental Protection – Participants Handbook*.

Erosion and Sediment Control

13. During the construction of the development, the Applicant shall implement suitable erosion and sediment control measures on site, in accordance with the relevant requirements in the latest version of the EPA's *Managing Urban Stormwater: Soils and Construction* guideline.

Contamination Management

14. Prior to operation, the Applicant must, to the satisfaction of the Director-General, seal all AN:
- (a) storage areas on the site with impermeable hardstand concrete; and
 - (b) trafficable areas (including internal roads) on the site with impermeable bitumen,

Other impermeable materials shall be used to seal these areas if approved by the Director-General. Measures to inspect and maintain all sealed areas of the site for the life of the development must be documented in Operational Environmental Management Plan for the development (see Condition 2 in Schedule 4 of this consent).

Note: The intent of this condition is to minimise the potential for AN contamination of soil and water and dust generation from vehicles.

15. The Applicant shall prepare and implement a Contamination Management Plan for the development to the satisfaction of the Director-General. This Plan must:
- (a) be prepared by a suitably qualified and experienced expert in consultation with the EPA and NOW;
 - (b) be approved by the Director-General prior to the commencement of construction;
 - (c) detail the protocols to be put in place and followed in the event that contaminated soil (including Acid Sulphate Soils) or water is encountered during construction;
 - (d) be prepared in accordance with the relevant best practice industry guidelines such as the *NSW State Government's Acid Sulphate Soils Manual* (ASSMAC 1998);
 - (e) detail how excavated soil will be tested for contamination, handled and stockpiled;
 - (f) detail the measures that will be employed to prevent erosion and sedimentation of contaminated soil and suppress odour; and
 - (g) outline how contaminated soil and water will be disposed of off-site at a licensed facility.

Flood Design and Structural Certification

16. The Applicant must ensure that all structures on site (excluding shipping containers) that are used to store AN are flood proof up to the 1% Annual Exceedance Probability plus 500mm freeboard depth design flood event and are maintained in this manner for the life of the development.

Note: Flood levels shall be determined considering the effects of climate change.

17. Prior to the commencement of operation, and annually thereafter, the Applicant must obtain structural certification from a suitably qualified engineer that all structures on site (excluding shipping containers) that are used to store AN are flood proof up to the 1% Annual Exceedance Probability plus 500mm freeboard depth design flood event. A copy of these structural certification documents must be included in the Flood Risk Management and Response Plan (see Condition 21 in Schedule 3 of this consent) and Operational Environmental Management Plan (see Condition 2 in Schedule 4 of this consent) for the development.

Note: Flood levels shall be determined considering the effects of climate change.

Flood Management

18. The Applicant must ensure that any shipping containers that are used to store AN on site are unloaded to the AN storage sheds (A, B or C) as soon as practicable once they arrive on site.
19. The Applicant must ensure that no AN is left inside a shipping container during a major flood event and that all AN is contained within the AN storage sheds (A, B or C) during a major flood event.
20. The Applicant must ensure that all flood emergency response equipment is able to withstand floodwaters up to and including the 1% AEP plus 500mm freeboard depth flood event.

Note: Flood levels shall be determined considering the effects of climate change.

21. The Applicant must prepare and implement a Flood Risk Management and Response Plan for the development to the satisfaction of the Director-General. The Plan must:
 - (a) be prepared by a suitably qualified and experienced expert in consultation with Council and OEH;
 - (b) be approved by the Director-General prior to the commencement of operations;
 - (c) be prepared in accordance with Council's *Newcastle City-wide Floodplain Risk Management Study and Plan 2012* and the *NSW Floodplain Development Manual*;
 - (d) include a copy of the structural certification documents required in relation to flood proofing by Condition 17 of this Schedule;
 - (e) identify the procedures that would be implemented to ensure compliance with Conditions 18 to 20 of this Schedule;
 - (f) identify the procedures that would be implemented to ensure that employees are given sufficient warning regarding an impending flood event;
 - (g) identify the procedures to be followed and contingency actions to be implemented in the event that the site is inundated during a flood event to protect:
 - the integrity of structures on site that are used to store ammonium nitrate to prevent release of ammonium nitrate into floodwaters and the local environment;
 - human safety;
 - (h) identify emergency evacuation routes, flood warning alarms, and evacuation procedures; and
 - (i) include a staff training program to be implemented to ensure existing and future employees are well trained and drilled in executing the flood emergency response procedures detailed within this plan.

Water Management

22. The Applicant shall prepare and implement a Water Management Plan for the development to the satisfaction of the Director-General. This plan must:
 - (a) be prepared in consultation with Council, OEH and NOW by a suitably qualified and experienced expert;
 - (b) be approved by the Director-General prior to the commencement of construction;
 - (c) include final details of water use, management and license requirements for the development;
 - (d) include a Stormwater Management Plan that demonstrates how the requirements of Condition 23 of this Schedule have been addressed; and
 - (e) include a Surfacewater and Groundwater Monitoring and Mitigation Plan that includes:
 - a methodology to be followed to establish baseline data on surface and groundwater quality and groundwater levels;
 - a program to monitor surface water flows and quality, and ecosystem health immediately downstream of the site;
 - a program to monitor groundwater levels and quality beneath the site and groundwater dependent ecosystems;
 - surface and groundwater impact assessment criteria including trigger levels for investigating adverse impacts and implementing mitigation measures;
 - protocols for investigation and implementing mitigation measures for identified exceedances of the surface and/or groundwater impact assessment criteria; and
 - a schedule of improvements to be implemented to the stormwater management and collection system at the site in the event that exceedances of the surface and/or groundwater impact assessment criteria are identified or contaminated water is found to be leaving the site.
23. The Stormwater Management Plan must:
 - (a) include final detailed design specifications for the stormwater management and collection system;
 - (b) ensure that the stormwater management and collection system is designed and installed generally in accordance with the conceptual design in the EIS/RTS, applicable Australian Standards and industry standard best practice guidelines;
 - (c) detail how stormwater runoff from the site would be conveyed;
 - (d) detail how (and ensure that) stormwater run off from the site would be restricted to pre-development rates or less;
 - (e) ensure that no additional stormwater run off from the site would flow into the adjacent rail corridor;

- (f) ensure that stormwater discharged off-site meets the pollutant load reduction targets outlined in Section 7.06 of Council's DCP and the water quality performance indicators outlined in Table 3.3.2 of the ANZECC Guidelines; and
- (g) describe the measures that would be implemented to maintain stormwater infrastructure for the life of the development.

NOISE AND VIBRATION

Noise Limits

24. The Applicant shall ensure that the noise generated by the operations on-site does not exceed the limits in Table 1 at any private residential receiver.

Table 1: Noise impact assessment criteria dB(A)

Location	Day	Evening	Night	
	L _{Aeq} (15 minute)	L _{Aeq} (15 minute)	L _{Aeq} (15 minute)	L _{A1} (1 minute)
R1 Residence on Blanch Street	39	39	39	54
R3 Residence on Astra Street	42	42	42	54
R4 Residence on Wallsend Road	42	42	42	55
R5 Residence on Wallsend Road	42	42	42	54
R6 Residence on eastern side of Pacific Highway	60	57	54	54
R7 Residence on western side of Pacific Highway	60	57	54	54
R8 St Joseph's Aged Care Complex	43	40	39	54

Notes:

- To identify a residential receiver location, refer to Appendix C of this consent and Appendix I of the EIS;
- Noise generated by the development is to be measured in accordance with the relevant procedures and exemptions (including certain meteorological conditions) of the NSW Industrial Noise Policy; and
- To avoid doubt, the responsibility for noise generated by trains off-site in the corridor of the Main Northern Railway Line lies with the owner and/or lessee of that corridor.

Operating Hours

25. The Applicant shall comply with the operating hours in Table 2 for the site, unless otherwise agreed in writing by the Director-General.

Table 2: Operating Hours

Activity	Day	Hours
Construction	Monday - Friday	7.00am – 6.00pm
	Saturdays	8.00am – 1.00pm
	Sundays and Public Holidays	Nil
Operations	Monday - Sunday	6.00 am to 10.00 pm
	Public Holidays	Nil

Operating Conditions

26. The Applicant shall:
- implement best management practice, including all reasonable and feasible measures to prevent and minimise noise and vibration during construction and operation of the development (including low frequency noise and traffic noise);
 - minimise the noise impacts of the development during adverse meteorological conditions when noise criteria do not apply;
 - maintain the effectiveness of any noise suppression equipment on plant at all times and ensure defective plant is not used operationally until fully repaired; and
 - regularly assess noise monitoring data and relocate, modify and/or stop operations to ensure compliance with the relevant conditions of this consent.

Noise Management

27. The Applicant shall prepare and implement a Noise and Vibration Management Plan for the development in consultation with the EPA and to the satisfaction of the Director-General. The plan must:
- be prepared and implemented by a suitably qualified and experienced expert;
 - be approved by the Director-General prior to the commencement of operations;
 - describe the measures that will be implemented to minimise noise and vibration from the operation of the development and ensure:
 - best management practice is being employed on site;
 - traffic noise is effectively managed;
 - the noise impacts of the development are minimised during any meteorological conditions when the noise criteria in this consent do not apply; and
 - compliance with the relevant conditions of this consent.
 - describe the noise management system;
 - includes a noise monitoring program that:
 - is capable of evaluating the performance of the development;
 - includes a protocol for determining exceedances of the relevant conditions of this consent and responding to complaints;
 - adequately supports the noise management system;
 - evaluates and reports on the effectiveness of the noise management system; and
 - includes a protocol for the implementation of further mitigation in consultation with the EPA in the event that the development is found not to be complying the conditions of this consent.

Noise Validation

28. Within 2 months of the commencement of operations, the Applicant shall undertake Noise Compliance Monitoring. The Monitoring shall:
- be undertaken by a suitably qualified and experienced expert in consultation with the EPA;
 - be submitted as a report to the EPA and the Department within 2 weeks of its completion;
 - be undertaken to present worst-case noise operations during a period of combined truck and rail operations as described in Annexure I of the EIS;
 - include noise monitoring undertaken at day, evening and night (including shoulder periods), as defined in the EPA's Industrial Noise Policy, over 3 consecutive operating days for a minimum of:
 - 1.5 hours during the day;
 - 30 minutes during the evening; and
 - 1 hour at night.
 - compare the noise monitoring results against the noise modelling predictions (including that for shoulder periods) in the EIS;
 - identify whether the project is complying with the development noise limits specified in Condition 24 of this Schedule; and
 - outline the mitigation measures to be implemented if exceedances of the development noise limits (Condition 24) or the noise modelling predictions in the EIS are identified, to the satisfaction of the Director-General.

AIR QUALITY

Odour

29. The Applicant shall ensure the development does not cause or permit the emission of any offensive odour (as defined by the POEO Act).

Dust Criteria

30. The Proponent shall ensure that dust generated by the development does not exceed the criteria listed in Tables 3 to 5 at any private residential receiver, or on more than 25 percent of any privately owned land surrounding the site.

Table 3: Long term criteria for particulate matter

Pollutant	Averaging period	^d Criterion
Total suspended particulate (TSP) matter	Annual	^a 90 µg/m ³
Particulate matter < 10 µm (PM ₁₀)	Annual	^a 30 µg/m ³

Table 4: Short term criterion for particulate matter

Pollutant	Averaging period	^d Criterion
Particulate matter < 10 µm (PM ₁₀)	24 hour	^a 50 µg/m ³

Table 5: Long term criteria for deposited dust

Pollutant	Averaging period	Maximum increase in deposited dust level	Maximum total ¹ deposited dust level
^c Deposited dust	Annual	^b 2 g/m ² /month	^a 4 g/m ² /month

Notes for Tables 3 -5:

- ^a Total impact (i.e. incremental increase in concentrations due to the Development plus background concentrations due to other sources);
- ^b Incremental impact (i.e. incremental increase in concentrations due to the Development on its own);
- ^c Deposited dust is to be assessed as insoluble solids as defined by Standards Australia, AS/NZS 3580.10.1:2003: Methods for Sampling and Analysis of Ambient Air - Determination of Particulate Matter - Deposited Matter - Gravimetric Method; and
- ^d Excludes extraordinary events such as bushfires, prescribed burning, dust storms, fire incidents or any other activity agreed to by the Director-General in consultation with the EPA.

Dust Minimisation

31. The Applicant shall ensure that:
- all vehicles on site do not exceed a speed limit of 20 kilometres per hour;
 - all loaded vehicles entering or leaving the site have their loads covered; and
 - all loaded vehicles leaving the site are cleaned of dirt, sand and other materials before they leave the site, to avoid tracking these materials on public roads.

Operating Conditions

32. The Applicant shall:
- implement best management practice, including all reasonable and feasible dust and odour mitigation measures to prevent and minimise dust emissions from construction and operation of the development;
 - prevent and minimise the air quality impacts of the development during adverse meteorological conditions and extraordinary events;
 - regularly assess air quality monitoring data and relocate, modify, and/or stop operations to ensure compliance with the relevant conditions of this consent; and
 - minimise surface disturbance of the site, other than as permitted under this consent.

Greenhouse Gas

33. The Applicant shall implement all reasonable and feasible measures to minimise:
- energy use on site; and
 - greenhouse gas emissions produced on-site, to the satisfaction of the Director-General.

Air Quality Management

34. The Applicant shall prepare and implement an Air Quality Management Plan for development in consultation with Council and the EPA. The plan must:
- (a) be prepared and implemented by a suitably qualified and experienced expert;
 - (b) be approved by the Director-General prior to the commencement of operation;
 - (c) describe the measures that will be implemented to ensure:
 - best management practice is employed;
 - generation of dust from AN handling and internal vehicles movements on site is minimised as far as reasonably practicable;
 - the air quality impacts (in particular dust and odour) from operations are minimised during adverse meteorological conditions and extraordinary events; and
 - compliance with the relevant conditions of this consent.
 - (d) describes the air quality management system; and
 - (e) includes an air quality monitoring program that:
 - is capable of evaluating the performance of the development;
 - includes a protocol for determining any exceedances of the relevant conditions of consent and responding to complaints;
 - adequately supports the air quality management system;
 - evaluates and reports on the effectiveness of the air quality management system; and
 - includes a protocol for the implementation of further mitigation in consultation with the EPA and Council in the event that the development is found not to be complying the conditions of this consent.

TRAFFIC

Bicycle Enclosure

35. The Applicant shall provide a secure bicycle enclosure for at least 3 bicycles on site to encourage the use of sustainable transport to and from work.

Rail Traffic

36. The Applicant shall ensure that 1 train (2 movements) in total (with a maximum of 40 carriages at 76 tonnes per carriage) is permitted to ingress and egress from the site in any 24 hour period.

Rail Traffic Management

37. The Applicant shall prepare and implement a Rail Transport Code of Conduct for the development to the satisfaction of the Director-General. This Plan must:
- (a) be prepared in consultation with ARTC by a suitably qualified and experienced expert;
 - (b) be approved by the Director-General prior to the commencement of operation;
 - (c) detail operational rail traffic management measures including driver code of conduct, locomotive arrival and departure procedures (e.g. reduced locomotive speed);
 - (d) outline measures to minimise rail traffic noise;
 - (e) detail procedures to ensure trains do not queue on the public rail or road network; and
 - (f) detail measures to minimise rail traffic related conflicts with existing rail operations.

Road Traffic

Operating Conditions

38. The Applicant shall ensure that:
- (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 versions of AS 2890.1 and AS 2890.2;
 - (b) the swept path of the longest vehicle entering and exiting the subject site, as well as manoeuvrability through the site, is in accordance with *AUSTROADS – Guide to Road Design*;
 - (c) the development does not result in any vehicles queuing on the public road network;
 - (d) heavy vehicles and bins associated with the development do not park or stand on local roads or footpaths in the vicinity of the site;
 - (e) all vehicles are wholly contained on site before being required to stop;
 - (f) all loading and unloading of materials is carried out on site; and
 - (g) the proposed turning areas in the car park are kept clear of any obstacles, including parked cars, at all times.

Road Traffic Management

39. The Applicant shall prepare and implement a Traffic Management Plan for the development, to the satisfaction of the Director-General. The plan must:
- (a) be prepared in consultation with Council and RMS by a suitably qualified and experienced expert;
 - (b) be approved by the Director-General prior to commencement of operation;
 - (c) include a plan showing the designated haulage route/s to be used by heavy vehicles during operation;
 - (d) include a heavy vehicle driver code of conduct;
 - (e) describe the measures that will be implemented to ensure:
 - the nominated haulage route/s in used;
 - conflicts with other road users are minimised;
 - haulage is minimised or routes altered to avoid impact on the local traffic network;
 - drivers adhere to the code of conduct;
 - compliance with the relevant conditions of this consent; and
 - (f) include a program to monitor the effectiveness of these measures.

WASTE

Classification

40. The Applicant shall ensure that any waste generated on the site during construction is classified in accordance with the EPA's *Waste Classification Guidelines* and disposed of to a facility that may lawfully accept the waste.

Asbestos Handling

41. The Applicant shall ensure that any asbestos encountered during construction is handled and disposed of by appropriately qualified and licensed contractors in accordance with the relevant guidelines, the *Work health and Safety Regulation 2011* and in consultation with WorkCover.

Asbestos Management

42. Upon the commencement of construction, the Applicant shall implement the Asbestos Management Plan in Annexure C of the EIS including all recommendations of this plan.

Waste Management

43. The Applicant shall prepare and implement a Waste Management Plan for the development to the satisfaction of the Director-General. This Plan shall:
- (a) be prepared in consultation with the EPA by a suitably qualified and experienced expert;
 - (b) be approved by the Director-General prior to the commencement of construction;
 - (c) detail the type and quantity of waste to be generated by the construction and operational phases of the development;
 - (d) detail the materials to be reused or recycled, either on or off site;
 - (e) detail the procedures for handling, storage, collection of recycling and disposal of waste in accordance with the best practice industry standards and guidelines; and
 - (f) detail the measures to ensure that waste (particularly liquid waste) is not released into the local environment.

HERITAGE

44. The Applicant shall conduct heritage education inductions for all construction personnel at the site (including procedures for keeping records of inductions) including site identification, protection and conservation of Aboriginal and historic heritage. Inductions must be developed in consultation with suitable representatives of the local Aboriginal community such as registered Aboriginal parties and inductions records must be kept and made available to the Director-General upon request.
45. The Applicant shall cease all works on site in the event that any Aboriginal cultural object(s) or human remains are uncovered onsite. In the event that an Aboriginal cultural object(s) is uncovered, a suitably qualified and experienced archaeologist, suitable representatives of the local Aboriginal community such as registered Aboriginal parties and the OEH must be contacted to determine the significance of the object(s). In addition, in the event that human remains are uncovered onsite, NSW Police are to be notified. Works shall not resume in the designated area until consent in writing from the NSW Police and/or the OEH has been obtained.

VISUAL IMPACT

Lighting

46. The Applicant shall ensure that the lighting associated with the development:
- (a) complies with the latest version of *AS 4282(INT) - Control of Obtrusive Effects of Outdoor Lighting*; 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

47. The Applicant shall not install any advertising signs on site without the written approval of the Director-General.

ENERGY AND WATER EFFICIENCY

48. The Applicant shall implement all energy and water efficiency measures outlined in the EIS and regularly review opportunities to implement further efficiency measures.

SECURITY

49. The Applicant shall:
- (a) install and maintain a perimeter fence and security gates on the site;
 - (b) ensure that all buildings on-site that contain dangerous goods are locked whenever they are unattended;
 - (c) ensure that the security gates on-site are locked whenever the site is unattended; and
 - (d) ensure that a suitably qualified and experienced person (or persons) is employed to keep the site secure 24 hours, 7 days a week (i.e. a security guard/s).

FIRE MANAGEMENT

50. The Applicant shall:
- (a) implement suitable measures to minimise the risk of fire on-site;
 - (b) extinguish any fires on-site promptly; and
 - (c) maintain adequate fire-fighting capacity on-site.

SCHEDULE 4
ENVIRONMENTAL MANAGEMENT REPORTING & AUDITING

ENVIRONMENTAL MANAGEMENT

Construction Environmental Management Plan

1. The Applicant shall prepare and implement a Construction Environmental Management Plan for the development to the satisfaction of the Director-General. The Plan must:
 - (a) be prepared by a suitably qualified and experienced person;
 - (b) be approved by the Director-General prior to the commencement of construction;
 - (c) identify the statutory approvals that apply to the development;
 - (d) consolidate all relevant management plans and monitoring programs required in the conditions of this consent and committed to in the EIS;
 - (e) outline all environmental management practices and procedures to be followed during construction and demolition works associated with the development;
 - (f) describe all activities to be undertaken on the site during construction of the development, including a clear indication of construction stages;
 - (g) detail how the environmental performance of the construction works will be monitored, and what actions will be taken to address identified adverse environmental impacts;
 - (h) describe of the roles and responsibilities for all relevant employees involved in construction and demolition works associated with the development; and
 - (i) include arrangements for community consultation and complaints handling procedures during construction and demolition.

Operational Environmental Management Plan

2. The Applicant shall prepare and implement an Environmental Management Plan for the development to the satisfaction of the Director-General. This Plan must:
 - (a) be prepared by a suitably qualified and experienced person;
 - (b) be approved by the Director-General prior to the commencement of operation;
 - (c) provide the strategic context for environmental management of the development;
 - (d) identify the statutory requirements that apply to the development;
 - (e) consolidate all relevant management plans and monitoring programs required in the conditions of this consent and committed to in the EIS;
 - (f) outline the arrangements to ensure compliance with conditions of this consent for the life of the development, in particular Conditions 2, 3, 14 and 17 in Schedule 3;
 - (g) include a review of current site environmental management practices;
 - (h) based on the review required under subsection (g) of this condition, include a schedule of actions with timeframes to be implemented to improve site environmental management practices, in particular measures to improve handling of AN to minimise spillages;
 - (i) include final details of how the environmental performance of the development would be managed and monitored;
 - (j) describe the procedures that would be implemented to:
 - keep the local community and relevant agencies informed about the operation and environmental performance of the development;
 - receive, handle, respond to, and record complaints;
 - resolve any disputes that may arise during the course of the development;
 - respond to any non-compliance;
 - manage cumulative impacts;
 - respond to emergencies; and
 - (k) describe the role, responsibility, authority, and accountability of all the key personnel involved in environmental management of the development.

ENVIRONMENTAL REPORTING & AUDITING

Incident

3. Upon detecting an exceedance of the limits/performance criteria in this consent or the occurrence of an incident that causes (or may cause) material harm to the environment, the Applicant shall immediately (or as soon as practical thereafter) notify the Department and other relevant agencies of the exceedance/incident. Within 7 days of the date of the incident, the Applicant shall provide the Director-General and any relevant agencies with a detailed report on the incident, and such further reports as may be requested.

Independent Environmental Audit

4. Within one (1) year of the commencement of operations of the development, and every three (3) years thereafter, or as otherwise agreed by the Director-General, the Applicant shall commission and pay the full cost of an Independent Environmental Audit of the development. This audit must:
 - (a) be conducted by suitably qualified, experienced and independent team of experts whose appointment has been endorsed by the Director-General;
 - (b) include consultation with the relevant agencies;
 - (c) assess the environmental performance of the development and assess whether it is complying with the relevant requirements in this consent and any relevant EPL (including any plan or program required under these consents);
 - (d) review the adequacy of any plans or programs required under these consents; and, if appropriate;
 - (e) recommend measures or actions to improve the environmental performance of the development, and/or any plan or program required under these consents.

Note: This audit team must be led by a suitably qualified auditor and include experts in any fields specified by the Director-General.

5. Within 6 weeks of completing any Independent Environmental Audit, or as otherwise agreed by the Director-General, the Applicant shall submit a copy of the audit report to the Director-General, together with its response to any recommendations contained in the audit report.

APPENDIX A – MANAGEMENT AND MITIGATION MEASURES

Item	Management and/or Mitigation Measure	Implementation
		C - Construction
		O - Operation
	General	
A1	Crawfords would implement all practical measures to avoid, or minimise any impacts to the environment that may arise from the operation of the proposal.	C,O
A2	Should the proposal be granted development consent, Crawfords would make a separate application to the NSW EPA for an EPL prior to the operation of the proposal.	C
A3	Crawfords employees and contractors would undergo an updated training/induction program in accordance with the CEMP, OEMP, Safety Management System (SMS) and other training commitments as required by any consent conditions. All personnel involved in site and transportation operations will be made aware of their environmental obligations and the need to comply with conditions of consent.	C,O
A4	Crawfords would continue the appointment of an Environment and Community Management Representative to ensure the implementation of all environmental management measures. The representative would ensure that all measures are being effectively carried out in accordance with the CEMP, OEMP, SMS and all environmental approval and legislative requirements.	C, O
	Hazard and Risk	
B1	The OEMP should incorporate the development of the SMS in accordance with HIPAP No.9 (DoP, 2011b) incorporating the following framework:	C,O
	• management of the SMS;	
	• hazard identification and risk assessment;	
	• standard operating procedures;	
	• process safety information;	
	• contractor management;	
	• pre-commissioning reviews;	
	• equipment integrity;	
	• safe work practices;	
	• management of change;	
	• incident reporting and investigation;	
	• employee selection, training and education;	
	• procurement;	
	• emergency planning (<i>site emergency plan</i>);	
	• security;	
	• auditing;	
	• drug and alcohol testing; and	
	• rail work fatigue management.	
B2	An inspection, testing and preventative maintenance program would be developed, implemented and maintained as part of the OEMP/SMS to ensure the reliability and availability of key safety equipment.	I,O
B3	An inspection, testing and preventative maintenance program would be	C,O

	developed, implemented and maintained to ensure that all company owned and contracted mechanical equipment, including fleet vehicles, are maintained in accordance with Australian Standards and the SMS.	
B3	Measures for the storage, handling and transportation of AN would be implemented in accordance with ISO 31000 and AS4326 (2008) to reduce the likelihood of an explosion due to fire, contamination or high energy impact. These measures are to be incorporated into the site SMS.	C,O
B4	All 'route plan and risk assessments' shall be included in the OEMP/SMS. A review of all 'route plan and risk assessments' shall be undertaken every six months.	C,O
B5	The current Site Emergency Plan (SEP) shall be reviewed and developed in accordance with HIPAP No.1 (DoP, 2011a) and incorporated into the CEMP and OEMP.	C,O
B6	The SEP should make provision for the following emergency events;	C,O
	• heat radiation;	
	• fire;	
	• fume emission;	
	• explosion;	
	• flood;	
	• release of contaminants;	
	• major transport incident;	
	• malicious act;	
	• communicated threat; and	
	• any combination of the above factors.	
B7	The following site specific flood mitigation measures shall be incorporated into the SEP. In advance of any flood warning received from the BoM for a 2% or 1% AEP flood event, Crawfords would employ the following measures to minimise the risk of flood waters entering product stores:	C,O
	• advise stakeholders and customers in the 48 hours leading up to a 2% AEP flood event that no additional product will be received or stored on site;	
	• each AN store shall have as a component of the emergency response equipment a supply of 250 micron four metre wide polythene construction membrane sufficient to encase the entire internal perimeter of the stores leaving no gaps and allowing two metre overlap at joins;	
	• in response to a 1% AEP flood event, the AN stacks shall be reconfigured by placing the outer rows of flexible IBCs against store walls. Stacks shall also be reconfigured to remove segregation gaps between stacks and ensure no voids between individual flexible IBCs or bag stacks and walls. Reconfiguration of AN stacks would incorporate the movement of any product stored in containers into the reconfigured warehouses. The doors of any empty containers would be opened allowing them to fill with water thereby eliminating their ability to float should they become submerged.	
	• during the repositioning of the flexible IBCs, the 250 micron polythene membrane shall be placed against the store walls allowing one metre of membrane under the outer row of bags and three metres of membrane in vertical contact with the internal surface of store walls;	
	• supply of pre filled sandbags sufficient to construct 2m x 8m x 1m high internal seepage dam and additional supply of 250 micron four metre wide polythene construction membrane sufficient to line the seepage dam;	
	• in response to a 1% AEP flood event, pedestrian access doors shall be sandbagged and polythene sheeted externally, and internal seepage dams shall be constructed adjacent to each vehicular access door to eliminate flood water ingress;	
	• flooding emergency events shall be reported in accordance with the Site Emergency Plan; and	
	• termination of a flooding emergency will be undertaken in accordance with the Site Emergency Plan.	

B8	The following site specific fire mitigation measures shall be incorporated into the SEP: • check hydrants are available and in working order; • ensure hoses and hose reels are not perished and fittings are tight and in good order; • ensure the access road is in good condition with trees not forming an obstacle during smoky conditions; • ensure perimeter roads are free of obstacles to provide access for fire fighting appliances and personnel; • check roof lines for dislodged roofing materials; • ensure screens on windows and doors are in good condition without breaks or holes in fly screen material and frames are well fitted into sills and window frames; • ensure that where fitted drenching or spray systems are regularly tested before the commencement of the fire season; • ensure combustible materials are located down slope and well away from the buildings; • combustible materials are to be located well away from buildings that store AN. The Hazard Analysis for the site (HSE 2012) prescribes that stores will be kept clear of vegetation and any other combustible materials for a distance of a least 5 m around the external perimeter of the store; and the Hazard Analysis for the site (HSE 2012) prescribes that vehicles powered by internal combustion engines operated within the stores should be diesel-powered, fitted with a battery isolation switch and insulated cover over the battery, and be fitted with a spark arrestor and dry-powder extinguisher. Vehicles should be kept outside the store when not in use, be started outside the store and be garaged at least 10 m from the store.	C,O
B9	The current Site Security Plan shall be reviewed and incorporated into the CEMP and OEMP.	C,O
B10	The following engineering modifications to the storage sheds will be undertaken for flood proofing purposes: • retrofitting precast concrete doors to the two openings at the front of Sheds A and B as a flood emergency response; • application of an impervious sealant to the walls of Sheds A and B that protects against ingress of water in a 1% AEP event level plus 500mm freeboard; • sealing of the concrete floor expansion joints/voids within Sheds A and B with impervious epoxy resin to reduce the potential surface/groundwater product exposure pathway; and • within Shed C, fitting of cast concrete panels between and secured to the building columns, and sealing of joints using the impervious sealant product that is to be used to seal the timber panels of Sheds A and B.	C
B11	Engineering certification of the structural integrity of the sheds under a flood event (2% and 1% AEP) will be undertaken by Crawfords prior to building modification works to ensure proposed flood mitigation measures are adequate. Any relevant recommendations as a result of the engineering assessment will be implemented, as required, to ensure shed structural stability.	C
B12	The Proponent shall put in place measures to ensure that public access to the area on the western side of the Main Northern Rail Corridor affected by the 10×10^{-6} Individual Fatality Risk Contour as outlined in the Hazard Analysis is restricted.	O
	Soil and Groundwater	
C1	The CEMP shall include the following controls with regard to the control of sedimentation and contaminants: • works will not take place during heavy rainfall; • undertake stripping of soil, immediately before starting bulk earthworks;	C

	suitable areas for any temporary stockpiling of excavated soil and debris (on flat ground) will be clearly identified and delineated before the commencement of works;	
	- ensure stockpiles are: - stabilised if they are to be in place for more than 10 days; - protected from run-on water by installing water diversion structures; and - installed with sediment filters immediately downslope to protect other lands and waterways from; and - all erosion, sediment control and runoff diversion measures will be established before any excavation begins. These will be left in place throughout works execution and beyond works completion until all surfaces have been fully restored and stabilised.	
C2	Maintenance and checking of proposed erosion and sedimentation controls would be undertaken on a monthly basis and records kept and provided upon request.	C,O
C3	Sediment would be cleared from behind barriers on a regular basis and all controls would be managed in order to work effectively at all times, that is, sedimentation controls would be less than 50% full at all times.	C,O
C4	Any material transported onto pavement surfaces would be swept and removed at the end of each working day.	C,O
C5	Hardstand material as proposed would be implemented on all trafficable areas to minimise erosion and the tracking of soil and particulates onto pavement surfaces.	C,O
C6	Given PASS were identified on site, further analysis and management of soils at the site may be required if excavation of natural estuarine sediments is to occur. If ASS are encountered during construction, an ASS management plan would be prepared in accordance with the ASS Manual (<i>ASS Management Advisory Committee 1998</i>).	C,O
C7	Implementation of groundwater management plan within the construction and operations environmental management plans to manage potential risks associated with potential acid sulphate soils (PASS) and elevated concentrations of ammonia, nitrogen, PAHs and metals as reported in <i>Targeted Phase II Environmental Site Assessment, Lot 12 Old Maitland Road Sandgate</i> (ERM, 2012);	C,O
C8	Prior to the commencement of activities on site, the site should be notified under Section 60 of the CLM Act 1999.	C
Groundwater		
D1	A Groundwater Management Plan (GWMP) will be developed and included within the OEMP to assess the effectiveness of improvements in management of AN on site. This plan will identify appropriate sampling techniques, locations and provide baseline data.	O
D2	A groundwater monitoring programme will form part of the GWMP to assess ammonia and nitrogen concentrations and the measurable effects of improvements in the management of ammonium nitrate on the site. Monitoring parameters would include ammonium, total oxidised nitrogen, pH, and select dissolved elements.	O
Surface water and waste water		
E1	A surface water management plan (SWMP) would be developed as part of the CEMP and OEMP to manage stormwater runoff. This plan would be developed in accordance with 'The Blue Book' <i>Managing Urban Stormwater – Soils and Construction Volume 1 and 2</i> (Landcom, 2004). The plan would outline: - measures to manage soils in line with the Soil and Erosion Management Plan; - provision of permanent on-site water storage to the volume of 320 m³, and - measures to prevent the movement of contaminated run off.	C,O

	The SWMP will incorporate a surface water monitoring program for monitoring of surface water quality and ecosystem health in the aquatic receiving environments to the east of the site. The program will incorporate bi-annual surface water monitoring at the site to assess ammonia and nitrogen concentrations and the effects of improvement on the management of ammonium nitrate on the site. The surface water monitoring programme will assess as a minimum in-situ water quality measurements (temperature, salinity, dissolved oxygen, turbidity, pH and oxidation-reduction potential) with laboratory analysis reporting on Ammonia, Total Oxidised Nitrogen (nitrite and nitrate), TSS, total phosphorus and chlorophyll-a levels. The program will include baseline water quality sampling from the existing stormwater outlet to confirm typical runoff quality prior to application of proposed stormwater treatment measures and to assist in the development of trigger values/targeted concentrations based on these observed values and review of data for other industrial sites in the local area. Sampling will be undertaken at the three main stormwater outlets / drainage pits near the site boundary and the inlet to Treatment Zone 1 basin. Typical spatio-temporal dimensions would include: - Four sampling events annually at each outlet/drainage pit near the boundary; - Sampling only to occur during rainfall events. Samples to be tested in NATA lab for nitrogen species (NO_x, NH₄, + NH₃, TKN, TN), TP, TSS, heavy metals. Insitu testing for pH, temp, EC, turbidity, DO; - Annual inspection of stormwater management structures to check operational aspects and assess need for any maintenance, and of vegetated basins to specifically check vegetation growth, replant dead specimens, bare patches, identify need to harvest and replant, check measures draining appropriately and media not blocked.	
E2	Fire water management would ensure that, in the event of a fire on site, there is no loss of containment off the site of potentially contaminated water.	O
E3	The OEMP will detail hydrocarbon spill procedures and ensure that servicing of plant, equipment and vehicles is appropriately managed.	O
Flora and Fauna (Ecology)		
F1	A Flora and Fauna Management Plan (FFMP) would be developed and incorporated as part of the CEMP and OEMP. The FFMP should include:	C,O
	• avoidance of the use of biocides and implementing erosion and sediment controls;	
	• rehabilitation/landscaping works to incorporate native flora species that have the potential to provide foraging resources for native fauna species;	
	• educate site personnel as to the appearance and location of native threatened and pest species. All sightings (location, time, date and description) of native threatened species shall be recorded; and	
	• lighting shall be redirected to reduce unnecessary light spill that may have potential to impact nocturnal fauna.	
Air Quality		
G1	Regular use of a road sweeper over the sealed surface to remove the build-up of any particulate matter.	C,O
G2	Continued use of the screw auger when transferring AN from flexible IBCs into bulk trucks which limits the amount of emissions generated.	O
G3	Continued use of sealed off areas on site to limit the generation of emissions.	O
G4	The efficiency of all upgraded mobile and fixed equipment be considered during procurement for fuel-powered equipment.	O
G5	Investigate opportunities for low emission transportation of AN (ie utilise transport trucks that use biodiesel as opposed to regular diesel).	O
G6	Investigate opportunities for using increased quantities of biodiesel in on site	O

	plant.	
G7	Select vehicle size for purchase based on task ie larger vehicles generally have a lower emissions intensity than smaller vehicles.	O
G8	Site management to ensure that equipment is maintained to retain energy efficiency.	C,O
G9	Site management to check current vehicle fleet and consider the installation of aerodynamic features to reduce fuel consumption.	O
G10	Minimise running of empty trucks where possible ie look at back loading vehicles.	O
G11	Optimise freight loads so that all trucks are full.	O
G12	Reduce packaging and packaging weight to maximise use of productive space and minimise waste ie bulk product in place of flexible IBCs.	O
G13	Incorporation of a driver behaviour education program on fuel and energy efficiency which identifies:	O
	• slow acceleration to the average driving speed;	
	• selection of route to optimise driving at speeds that optimise fuel efficiency;	
	• driving at speeds that avoid the need for heavy braking;	
	• leaving adequate distance between vehicles to avoid the need for heavy braking;	
	• using roads at times of least congestion to prevent idling time and stop/start driving; and	
	• minimise idling losses by turning vehicles off when not driving. Cab comfort can be maintained through the use of generators allowing engines to be switched off.	
	Greenhouse Gas	
H1	Energy audits will be held when practicable to ensure that the site is using current practice techniques to minimise energy use and is operating at optimum energy levels; and	O
H2	Investigate opportunities for purchasing part or all of electricity consumption from renewable sources.	O
	Noise and Vibration	
I1	In principle noise management measures during construction works include:	C
	• application of all feasible and reasonable work practices to meet the noise affected level; and	
	• inform all potentially impacted residents of the nature of works to be carried out, the expected noise levels and duration, as well as contact details.	
I2	Good practice construction noise management measures which, subject to actual construction work requirements, may be investigated include:	C
	• works should adhere to the standard construction hours of work, with no out of hours works to be undertaken;	
	• ensure site managers periodically check the site and nearby residences and other sensitive land uses for noise problems so that solutions can be quickly applied;	
	• regularly instruct workers and contractors (such as toolbox talks) to use equipment in ways to minimise noise. Site workers are to be made aware of the potential noise impacts and are to be encouraged to take practical and reasonable measures to minimise disturbance;	
	• keep truck drivers informed of designated vehicle routes, parking locations, acceptable delivery hours or other relevant practices (for example, minimising the use of engine brakes, and no extended periods of engine idling);	

	- equipment should be selected to minimise noise emissions, where feasible and reasonable; - equipment and plant should be properly maintained to ensure normal operating performance and minimise noise emissions; - equipment and plant found to produce excessive noise compared to normal industry expectations should be removed from the site or stood down until repairs or modifications can be made; - noise emissions from reversing alarms should be minimised, although use of such alarms should still be satisfactory to achieve occupational health and safety requirements; and - consideration for the placement of possible noise sources should be taken into consideration and clustering of noisy plant items avoided. Static plant, for example generators, concrete mixers etc, will be placed as far as it is practicable from potential noise sensitive areas. A Construction Noise Management Plan will be incorporated into the CEMP to expand on the construction noise management measures above and to address the specific construction works proposed.	
I3	The following noise management measures will be incorporated into the OEMP during the evening and morning shoulder period: - heavy vehicle drivers to be instructed to quietly enter and exit the site and should be instructed to limit extended periods of vehicle idling time. Where vehicle idling is unavoidable ERM recommends that Crawford's utilise on site structures (eg buildings or shipping containers etc) to obstruct noise sources from the nearest sensitive receptor location, where practical; - the use of mobile plant motion alarms should be limited. Plant and equipment usage on site should be optimised during these periods to maximise forward motion, which will reduce motion alarms that typically sound in reverse. Where this is not achievable, visible alarms (ie flashing lights instead of audible alarms) or installation of "squashed duck" type alarms which are known to be less intrusive than standard alarms; and - the use of large forklifts (ie 36T) should be limited. Where large forklift usage is required, the operators should be instructed to operate the equipment following normal good operational practices.	O
	Waste Management	
J1	A Waste Management Plan (WMP) will be prepared for the site as part of the CEMP and OEMP. This would be developed prior to the commencement of construction activities and would include: - identification of requirements for waste avoidance, reduction, reuse and recycling; - procedures for meeting legislative requirements; - where possible, waste suitable for reuse or recycling would be treated in accordance with the NSW Government's Waste Reduction and Purchasing Policy; - procedures for obtaining the required approvals for the management of waste; - stockpile location and management; - clear labelling of stockpiles; - procedures to minimise waste movements around site; - measures to minimise leaching of stockpiles; - procedures for waste AN to be recovered as soon as possible following a spill using clean brooms and shovels. To avoid possible contamination use of clean up equipment would be restricted to AN stores only; - procedures for the removal of spilt AN. Flushing with water would not be permitted; - AN waste contaminated with organic substances shall be treated as Class 1 Explosive, removed from the AN store and managed accordingly;	C,O

	- waste should be seen as hazardous if the content of waste is unknown; - all sampling and classification results for the life of the project to demonstrate compliance with the EPA Waste classification guidelines will be retained; - the site will be maintained and kept free of rubbish and cleaned up at the end of each working day; and - any noxious plant species removed from the site would be bagged and disposed of at a licensed landfill.	
J2	The Asbestos Management Plan (ERM, 2012b) (refer to <i>Annex C</i>) which has been prepared for the site and identifies procedures and practices to be implemented for the safe management of asbestos on the site shall be appended to the WMP.	O
J3	A licenced waste management contractor would be used to remove waste from the site for reuse, recycling or disposal.	C,O
Traffic and Transport		
K1	The current Traffic Management Plan (TMP) will be reviewed and updated as part of the OEMP. The TMP would outline: - Hours of permitted vehicle activity; - Designated routes for traffic and defined access points to the site; - when practical, maximise loads to reduce truck movements; - if practical, minimise transport movements during the identified peak periods; - designated areas within the site for truck turning movement, parking, loading and unloading to allow heavy vehicles to enter and leave the site in a forward direction; - procedures and/or principles for vehicle speed limits and the safe operation of vehicles; and - guidelines that will ensure drivers obey all road rules.	O
Heritage		
L1	The following measures will be undertaken to reduce potential impacts to indigenous heritage: - all construction personnel working on site would receive training in their responsibilities under the National Parks and Wildlife Act 1974. Records of training undertaken, including names of staff / contractors and date of training will be kept by Crawfords for the duration of the project. Where practicable, training will be developed and implemented in consultation with representatives of the local Aboriginal community; - in the event that surface disturbance identifies a new Aboriginal object, all works must halt in the immediate area to prevent any further impacts to the object(s). A suitably qualified archaeological specialist and representative of the local Aboriginal community must be contacted to determine the nature, extent and significance of the object(s). The site is to be registered in AHIMS (managed by OEH) and the management outcome for the site included in the information provided to AHIMS. Crawfords will consult with representatives of the local Aboriginal community and the archaeological specialist to develop and implement management strategies for all objects / sites. If impacts are unavoidable, mitigation measures are to be undertaken in accordance with the heritage component of the Construction Management Plan. All sites impacted must have an Aboriginal Site Impact Recording form completed and submitted to the AHIMS registrar within three (3) months of completion of these works;.	C,O

	- in the unlikely event that following surface disturbance human remains are located within the project area, all works in the immediate area are to halt to prevent any further impacts to the remains. The NSW Police are to be contacted immediately. No action is to be taken until the NSW Police provide written notification. If the skeletal remains are identified as Aboriginal, Crawford's will contact OEH's Environment Line on 131 555 and representatives of the local Aboriginal community. No works will continue until OEH provides written notification; and - the Aboriginal cultural heritage management measures identified above are to be detailed in the Construction Environmental Management Plan and Operational Environmental Management Plan, as relevant.	
L2	In the event European heritage items currently unidentified are uncovered as a result of the operations, all works will cease immediately until the item has been inspected by a qualified archaeologist and recommendations relating to the management of the item are made.	C,O
Visual and Landscape		
M1	Night time operations are directly limited to deliveries of AN to the site only.	C,O
M2	Lighting should avoid the direct line of sight toward residences beyond the site.	C,O
M3	The use of floodlighting is to be minimised.	C,O
M4	Lighting would be focused only onto work areas during operation.	C,O

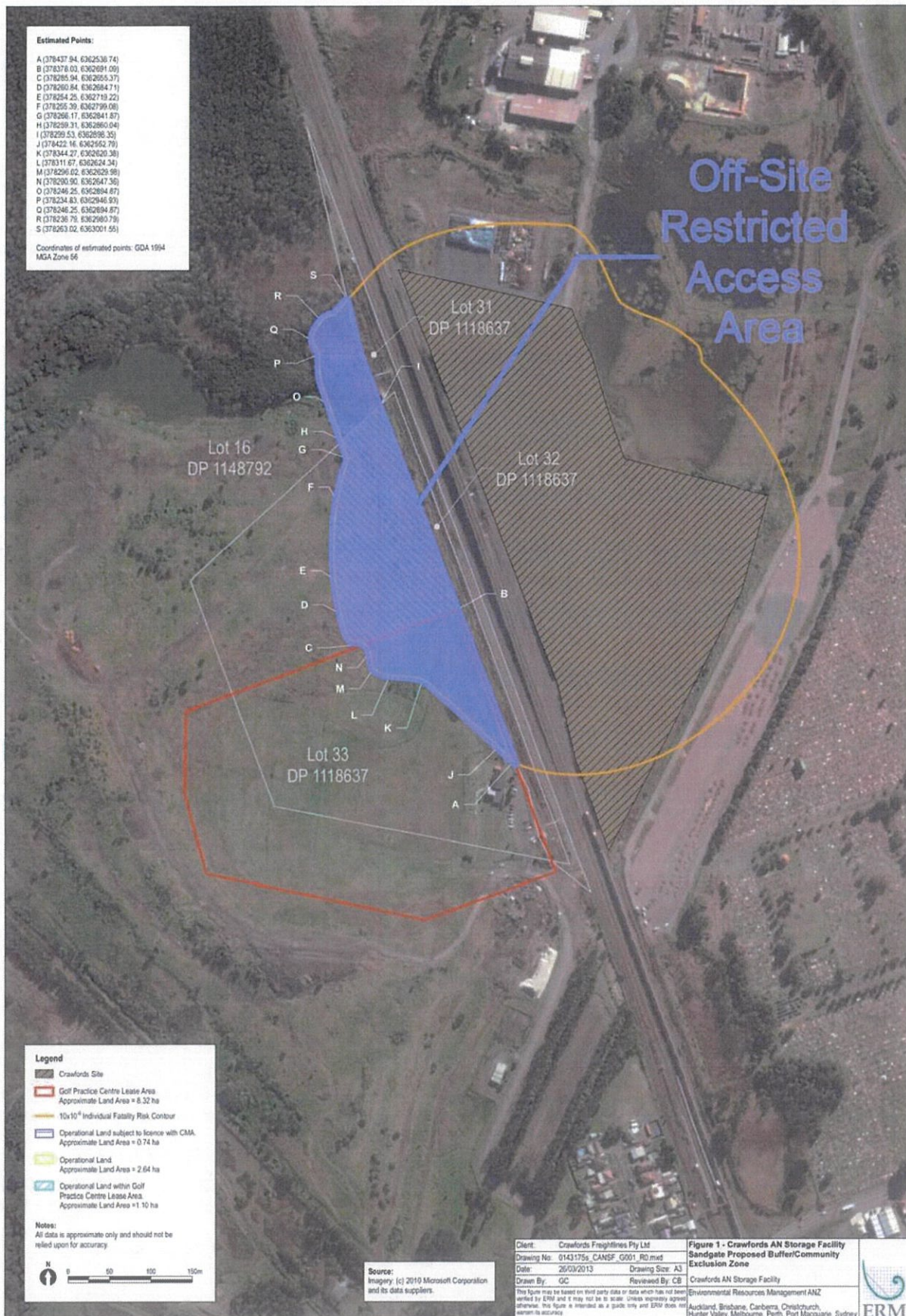
APPENDIX B – SITE PLAN



APPENDIX C – NOISE RECEIVER LOCATIONS



APPENDIX D – OFF-SITE RESTRICTED ACCESS AREA MAP



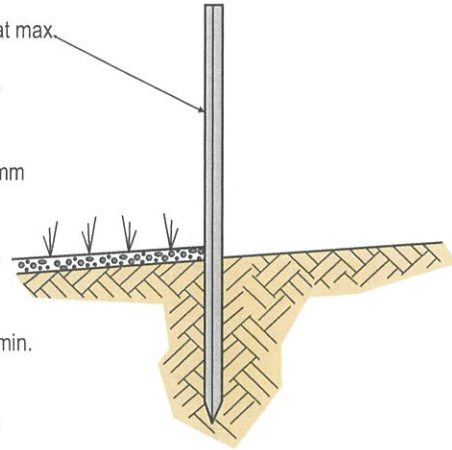
Annex B

DETAILS OF FENCING AND SIGNAGE

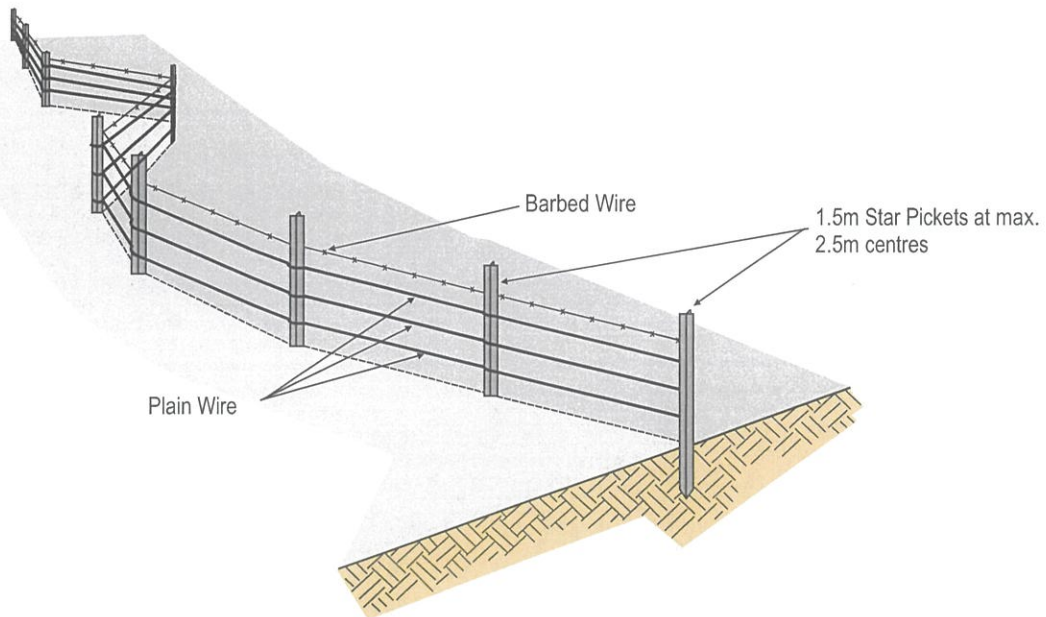
1.5m Star Pickets at max.
2.5m centres

500 - 600mm

600mm min.



SECTION DETAIL



Client: Crawfords Freightlines Pty Ltd
 Drawing No: 0143175h_ORAAS_AnB_C001_R0.cdr
 Date: 26/06/2013 Drawing size: A4
 Drawn by: JD Reviewed by: SO/C

This figure may be based on third party data or data which has not been verified by ERM and it may not be to scale. Unless expressly agreed otherwise, this figure is intended as a guide only and ERM does not warrant its accuracy.

Annex B - Fence Details

Crawfords Freightlines Pty Ltd -
 Off-Site Restricted Access Area Strategy

Environmental Resources Management ANZ

Auckland, Brisbane, Canberra, Christchurch,
 Hunter Valley, Melbourne, Perth, Port Macquarie, Sydney





SIGNAGE DETAIL

Size of Sign - 600mm x 450mm

Spacing of Sign - One every 100m plus one at every access point (gate)

Client:	Crawfords Freightlines Pty Ltd	Annex B - Signage Details	
Drawing No:	0143175h_ORAAS_AnB_C002_R0.cdr		
Date:	26/06/2013	Drawing size: A4	
Drawn by:	JD	Reviewed by: SOC	
This figure may be based on third party data or data which has not been verified by ERM and it may not be to scale. Unless expressly agreed otherwise, this figure is intended as a guide only and ERM does not warrant its accuracy.		Environmental Resources Management ANZ	
		Auckland, Brisbane, Canberra, Christchurch, Hunter Valley, Melbourne, Perth, Port Macquarie, Sydney	

Annex C

GOLF PRACTICE RANGE DEED OF AGREEMENT

RICHARD MARK MACLEAN

AND

CRAWFORDS FREIGHTLINES PTY LTD

A.C.N. 069 024 899

DEED OF AGREEMENT



Level 11, 179 Elizabeth Street Sydney NSW 2000 Australia
DX 179 Sydney
p + 61 (0) 2 9394 1144 f + 61 (0) 2 9394 1100
www.gdlaw.com.au
Ref: GPC:130844

Liability limited by the Solicitors Scheme, approved by the Professional Standards Act 1994

This Deed of Agreement is made on the ~~31~~³ day of July 2013.

BETWEEN:

RICHARD MARK MACLEAN of 24 Pasadena Crescent, Beresfield, New South Wales 2322 ("RMM").

AND

CRAWFORDS FREIGHTLINES PTY LTD A.C.N. 069 024 899 whose registered office is C/- Price Waterhouse Cooper, Level 6, 26 Honeysuckle Drive, Newcastle, NSW 2300 ("Crawfords").

RECITALS

- A. RMM is the lessee under the Lease of the property located at 28 Astra Street, Shortland, NSW being Folio Identifiers 33 and 34/1118647 as shown on the plan annexed in Schedule 1 ("**the Land**").
- B. RMM has agreed to grant Crawfords the exclusive right to use and occupy that part of the Land which is more particularly delineated on the plan annexed in Schedule 2 being the shaded area in that plan as "Exclusion Zone" ("**the Area**") for the Term for the Permitted Use, subject to the terms and conditions contained in this Deed of Agreement.
- C. RMM has also agreed to grant Crawfords a right of first refusal to acquire RMM's interest in the Lease on the terms and conditions contained in this Deed of Agreement.

OPERATIVE PART

1. INTERPRETATION PROVISION

- 1.1 In this Deed of Agreement unless the contrary intention appears:

"**Area**" means that part of the Land more particularly delineated on the plan annexed in Schedule 2 together with Crawford's Improvements and Crawford's Property.

"**Business Day**" means a day which is not a Saturday or a Sunday or a public holiday in Newcastle.

"**Commencement Date**" means the date of commencement of the Term as determined under clause 2.4.

"**Crawford's Improvements**" means the Fencing and signage to be erected by Crawfords around the Area in accordance with Clause 7 of this Deed of Agreement.

"**Crawford's Property**" means all trade fixtures, plant, equipment, services, partitions, alterations, articles and chattels of any kind that are located on, or added to the Area by Crawfords for the purpose of carrying on the Permitted Use but excluding stock in trade and RMM's Improvements.

"Development Consent" means any development which Crawford has or will obtained in connection with the Permitted Use.

"Fencing" includes the erection of any structure, whether resting on the surface of a land or embedded beneath the surface.

"Fee" means the amount payable by Crawford to RMM in consideration of Crawford's exclusive use and occupation of the Area as specified in clause 4.

"Interest Rate" means as at the relevant date the rate of interest per annum being 8%.

"Lease" means the Lease or leases in respect of the Land between Newcastle City Council as Lessor and RMM as Lessee, 7 October 2008 and registered as AE272467A and each of the future registered leases identified.

"Permitted Use" means the use set out in Clause 5 of this Deed of Agreement.

"Relevant Authority" means any federal, state or local government, semi-government, quasi-government, administrative, fiscal or judicial department, or any entity agency, or other body, statutory or otherwise, and any court or tribunal having jurisdiction.

"Remove" means, in relation to Crawford's Improvements, the following works to be carried out by Crawford, at Crawford's expense, to the satisfaction of the RMM, acting reasonably and in accordance with the law:

- (a) removal and/or demolition of from the Area; and
- (b) the making good of any damage incurred to the Area as a result of removal

"RMM's Improvements" means any improvements erected or constructed in the Area as at the Commencement Date;

"Sunset Date" means 30 September 2013.

"Term" means a period of commencing on the Commencement Date and terminating on the same day as the Lease terminates (including any period of option or holding over under the Lease) or as terminated earlier by operation of Clause 10.

"Work" means any work in, or to the Area and includes, without limitation:

- (a) the erection, rebuilding or replacement of any of Crawford's Improvements or other structure;
- (b) any alteration or addition made to the Area including the addition of any reclamation, embankment, rubble earth or other filling;
- (c) removal or demolition of any of RMM's Improvements, Crawford's Improvements; reclamation, embankment, rubble earth or other filling;
- (d) repairing, painting or chemically treating the Area; or
- (e) redecoration or refurbishment of RMM's Improvements or Crawford's Improvements.

1.2 In this instrument unless the context otherwise requires:

- (a) reference to a person includes any other entity recognised by law and vice versa;

- (b) words in the singular number include the plural and vice versa;
- (c) words in one gender include every gender;
- (d) any reference to a party includes that party's executors, administrators, successors and permitted assigns; and
- (e) every term which affects more than one person in the same way affects all of those people together and each of them separately.

2. **CONDITION PRECEDENT**

- 2.1 This Deed of Agreement is subject to and conditional on the grant of all Relevant Authority approvals, in such form and on such conditions as Crawfords in its sole discretion may require, to enable;
- (a) RMM and Crawfords to enter into this Deed of Agreement, and
 - (b) The lessor under the Lease to consent, and
 - (c) Crawfords to use the Area on the same terms as the Permitted Use
- (together "**the Conditions Precedent**")
- 2.2 Both parties must make all reasonable endeavours to satisfy the Conditions Precedent before the Sunset Date.
- 2.3 RMM must do all things necessary to assist Crawfords in obtaining the Relevant Approvals to the Permitted Use.
- 2.4 The Commencement Date will be the date on which Crawfords give notice to RMM that the Conditions Precedent have been satisfied.
- 2.5 If the Conditions Precedent are not satisfied by the Sunset Date, either party may rescind this Deed of Agreement by giving notice to the other party within 21 Business Days of the Sunset Date.

3. **GRANT OF EXCLUSIVE RIGHT TO USE AND OCCUPY**

- 3.1 In consideration of the payment of the Fee by Crawford, RMM grants to Crawford and Crawford accepts the exclusive right to use and occupy the Area for the Term for the Permitted use subject to the reservations, covenants, conditions, stipulations and provisos contained in this Deed of Agreement and the Lease.
- 3.2 Crawford acknowledges that the granting of this Deed of Agreement confers no tenure or rights beyond the expiration or earlier determination of this Deed of Agreement.
- 3.3 Crawford acknowledges that it has reviewed the Lease and agrees to be bound by the terms and conditions of the Lease insofar as they affect the Area.

- 3.4 RMM agrees that it will not, while this License is in force, grant a licence, sub-lease or any right or entitlement to or allow any third party to carry out any use anywhere on the Area.
- 3.5 Crawfords acknowledges that RMM has made no warranty, statement or representation in relation to the condition or repair of the Area, the fitness or suitability of the Area for any purpose or whether any proposed use is permissible. Crawfords relies solely on its own enquiries and investigations.

4. USE AND OCCUPATION FEE

- 4.1 The Fee payable by Crawford to RMM in consideration of Crawford's exclusive use and occupation of the Area and carrying out of the Permitted Use is \$15,000.00 per annum plus GST payable in the manner specified in this Clause 4. This fee will be subject to an annual CPI increase on the first and subsequent anniversaries of signing. For clarification, the increase will be based on ABS 6401.0 Consumer Price Index "weighted average of eight capital cities" for the quarter published immediately prior to executing this contract.
- 4.2 Crawfords must pay the Fee to RMM in advance in monthly instalments, the first instalment being due on the Commencement Date the subsequent instalments every 1 month thereafter.
- 4.3 Crawford agrees that it must make all payments to RMM to the bank account or address nominated by the RMM or such other bank account or address as RMM may advise Crawfords from time to time.
- 4.4 Crawfords must pay, on demand, to RMM interest on any amount payable by it under this Deed of Agreement from the date being ten (10) days after the date on which the amount becomes due for payment, during the period that it remains unpaid, calculated on daily balances.
- 4.5 The interest rate to be applied to each daily balance pursuant to clause 4.4 of this Deed of Agreement is the Interest Rate.

5. PERMITTED USE

- 5.1 Crawfords must not use, or permit the use of the Area other than for restricting public access to the Area and all activities associated with or incidental to restricting public access, including, without limitation, the erection of Fencing and signs ("the Permitted Use").
- 5.2 Crawfords must undertake the Permitted Use throughout the Term in a safe and competent manner and comply with any reasonable requirements as notified by RMM or any Relevant Authority in connection with the Permitted Use from time to time.
- 5.3 Crawfords must not at any time during the Term do, or omit to do, or permit or cause to be done any act, matter or thing in, on, upon, or in the vicinity of the Area that is in breach of the Development Consent.

6. COMPLIANCE WITH THE LAW, LEASE AND DEVELOPMENT CONSENT

- 6.1 Crawfords must at all times during the Term observe, perform, fulfil and comply with the requirements of the Law and any Relevant Authority that relate or apply to the Area or the use of or occupation of the Area, including the terms of the Development Consent and the Lease.
- 6.2 Crawfords must obtain and keep current all licences, permits, consents, approvals and registrations required by law in connection with the carrying on of the Permitted Use or the construction of Crawford's Improvements.
- 6.3 Crawfords must not do anything or permit anything to be done that may cause any license, permit, consent, approval or registration referred to in Clause 6.2 of this Deed of Agreement to be forfeited, suspended or cancelled.

7. CRAWFORDS' IMPROVEMENTS

- 7.1 Crawfords must construct at its cost and expense Fencing (where Fencing does not already exist) to restrict public access to the Area and signage warning members of the public that access to the Area is prohibited. Crawfords must also meet the cost of property improvements necessary to enable commencement of the agreement.
- 7.2 Crawfords acknowledges that it is responsible for obtaining the approval of the local municipal council or any Relevant Authority from whom consent is required in order to construct Crawford's Improvements and must not carry out any Work before it obtains such approval.
- 7.3 Crawfords is accountable and responsible for the Work and must provide through a sub-contractor or supplier all necessary labour, materials, plant and equipment required for the Work and be responsible for the proper co-ordination of all sub-contractors engaged on the Work.
- 7.4 Crawfords must take all reasonable steps to minimise noise and disruption to occupiers and residents of adjoining land and the public generally during the Work.
- 7.5 Crawfords must at all times during the Term:
 - (a) maintain Crawford's Improvements in the condition in which they were in when constructed, fair wear and tear excepted; and
 - (b) repair and make good any damage which may be caused to Crawford's Improvements either directly or indirectly as a result of Crawford's carrying out the Permitted Use.

8. RELEASE AND INSURANCES

- 8.1 Crawfords uses and occupies the Area and permits the use and occupation of the Area at its own risk, and releases RMM to the full extent permitted by Law from any loss, claim, demand, action, suit, proceeding, cost, expense, penalty, payment, damage, liability or deficiency of any kind including any death or injury caused to any person or damage caused to any property that is paid, suffered, incurred or that has arisen out of or in connection with (directly or indirectly) this Deed of Agreement,

including without limitation, Crawfords use and occupation of the Area, the construction of Crawford's Improvements and any use permitted by Crawfords of the Area.

- 8.2 Crawfords must effect and maintain from the Commencement Date and for the duration of the Term public liability insurance covering Crawfords' use of the Area and the carrying out of the Permitted Use as well as carrying out Crawfords Improvements.
- 8.3 Crawfords must properly disclose to the insurer full, true, and particular information of all matters and things known or ought to be known to Crawfords and which the non disclosure of which may prejudice or effect the insurance or any payments or benefits under the insurance.
- 8.4 Crawfords must provide RMM, upon request, a copy of all insurances required to be effected and maintained pursuant to Clause 8 of this Deed of Agreement together with certificates of currency to evidence the existence of same.

9. ACCESS TO AREA

- 9.1 RMM may on giving Crawfords reasonable notice of no less than 48 hours which Crawfords may not unreasonably request, having regard to the Permitted Use, enter the Area with workmen and others and all necessary materials for the purposes of:
 - (a) viewing the state of repair and condition of the Area and/or to ascertain whether there has been any breach of Crawfords covenants or obligations under this Deed of Agreement; or
 - (b) carrying out any of its obligations or exercising any of its powers or authorities under this Deed of Agreement; or
 - (c) carrying out any of its obligations under any Law, including complying with any request, requirement, notification or order of any Relevant Authority having jurisdiction or authority over or in respect of the Area for which Crawfords is not responsible under this Deed of Agreement.
- 9.2 Crawfords must provide RMM with access to the Area, and must otherwise cooperate with RMM, for the purpose of Clause 9.1 of this Deed of Agreement, including where it is necessary, providing RMM with access to any adjoining land that is under the control of Crawfords.
- 9.3 RMM must, in the exercise of any power under 9.1 of this Deed of Agreement, do all things reasonably practicable to minimize inconvenience and disruption to Crawfords, and RMM leave the Area or that part of the Area used in the exercise of the RMM's power, clean and free of rubbish.

10. TERMINATION

- 10.1 Either party may terminate this Deed of Agreement, without prejudice to that party's right to claim compensation, if the other party has breached a term of the Deed of Agreement and/or fails to remedy a breach of this Deed of Agreement after giving the defaulting party not less than twenty eight (28) days written notice from the date of service of such notice.

- 10.2 Without limiting clause 10.1, Crawfords may terminate this Deed of Agreement immediately on notice to RMM if the Lease has been terminated.

11. RIGHT OF FIRST REFUSAL

- 11.1 If Crawfords pays the Fee regularly and is not in breach of this Deed of Agreement, the RMM agrees that it must not sell or agree to sell RMM's interests in the Lease, whether directly or in connection with the sale of RMM's business unless RMM:

- (a) Has first served on Crawfords a written offer which complies with clause 11.2 below; and
- (b) Crawfords has not accepted the offer within twenty eight (28) days after service.

- 11.2 The offer under clause 11.1. above:

- (a) must be in writing;
- (b) must clearly state RMM offers to sell its interest in the Lease or its business to Crawfords in accordance with this clause;
- (c) must confirm that RMM has received an offer from a third party not related, whether directly or indirectly to RMM ("**the Third Party**") to acquire RMM's interest in the Lease or its business;
- (d) must state the purchase price at which RMM's interest in the Lease or RMM's business is offered for sale;
- (e) must state or refer to terms for sale which must not be less favourable to Crawfords than the terms for purchase offered by the Third Party;
- (f) must provide that Crawfords may accept the offer in its absolute discretion within 28 days after service; and
- (g) must not be amended or withdrawn once made.

12. NO PROPERTY INTEREST

- 12.1 This Deed of Agreement does not confer upon Crawfords any estate or interest in the Area. The legal title of the Area remains vested in Newcastle City Council at all times.
- 12.2 Nothing in this Deed of Agreement is intended to nor does it confer on Crawfords any right as a lessee under a lease or create the relationship of lessor and lessee or of a partnership, of principal and agent, joint venture or any other ongoing relationship between the parties and any such implication or inference is expressly negated.
- 12.3 Crawfords acknowledges that the existing RMM's Improvements on the Area remain the property of RMM, who reserves its rights to reclaim them

13. ASSIGNMENT OF DEED OF AGREEMENT

- 13.1 RMM may not assign his rights under this Deed of Agreement without the prior written consent of Crawfords.
- 13.2 Crawfords may assign its interest in this Deed of Agreement at any time on notice to RMM.

14. NOTICES

- 14.1 A Notice or other communication served in connection with this Deed:
- (a) may be given by an authorized officer of the relevant party;
 - (b) must be in writing; and
 - (c) must be left at either the registered office or principal place of business of the addressee; or
 - (d) sent by mail or courier to the address of the principal place of Business addressee; or
 - (e) sent by facsimile to the facsimile number of the principal place of Business addressee specified in this Deed or as notified from time to time; or
 - (f) sent by e-mail to the e-mail address of the addressee specified in this Deed or as notified from time to time.
- 14.2 A Notice or other communication takes effect from the time it is received, unless a later time is specified in it.
- 14.3 A letter or facsimile is taken to be received:
- (a) in the case of a letter left at an address, at the time it is left;
 - (b) in the case of a posted letter, on the second ordinary business day after posting;
 - (c) in the case of a facsimile, on the production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient notified; and
 - (d) in the case of an e-mail, on the production of a report by the machine from which the e-mail was sent which indicates that the e-mail was sent in its entirety to the e-mail address of the recipient notified.

15. DISPUTES

- 15.1 Any disputes in relation to the Deed of Agreement that cannot be adequately resolved, will be settled, if possible before litigation, in the following manner:
- (a) firstly, by liaison between the Parties or any nominated representatives; and

- (b) secondly, by entering into mediation with an appropriately qualified mediator to be appointed by Crawfords.

16. GOVERNING LAW

- 16.1 This Deed of Agreement and the rights and obligations of the parties to it must be construed in accordance with and governed by the laws of the State of New South Wales and the parties submit to the jurisdiction of the Courts of that State.

17. THE WHOLE DEED OF AGREEMENT

- 17.1 This Deed of Agreement constitutes the whole agreement between the parties.

18. GOODS AND SERVICES TAX

- (a) In this Clause 18, the terms "GST", "Input Tax Credit", "Supply" and "Tax Invoice" have the same meanings given to them in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (b) The Deed of Agreement Fee and any other payments under this Deed of Agreement do not (unless expressly stated otherwise) include GST.
- (c) If a Supply made under this Deed of Agreement is subject to GST, the recipient of the Supply must pay to the supplier an additional amount equal to the GST payable in respect of that supply at the prevailing GST rate.
- (d) The GST amount is payable at the same time and in the same manner as the consideration for the Supply to which the GST amount relates.
- (e) RMM must provide Crawfords with a tax invoice for the GST amount for each payment made by Crawfords under Clause (c) within ten(10) days after the end of the month in which the payment is made, or an invoice issued, in relation to the supply, whichever occurs first, unless the parties agreed otherwise.
- (f) If RMM is entitled to be reimbursed or indemnified for any cost, expense or liability by Crawfords the amount payable by Crawfords in respect of such cost, expense or liability will not include any amount in respect of GST for which the RMM entitled to an Input Tax Credit.

19. REMOVAL OF IMPROVEMENTS

19.1 Removal of Improvements at Request of RMM

- (a) Upon expiration or earlier determination of this Deed of Agreement, RMM may give notice in writing to Crawfords of the requirement to Remove or partially Remove any or all of Crawfords Improvements from the Area by the date specified in the notice. The notice will continue to have effect, despite expiry of the date specified in the notice, until Crawfords complies with such notice.
- (b) Crawfords must use its best endeavours to comply with any notice issued pursuant to Clause 19.1 (a) and take any necessary steps to effect

compliance including, without limitation, obtaining any approvals, consents and/or permits required by any Relevant Authority.

- (c) The parties agree that nothing in this clause imposes an obligation on Crawfords to Remove RMM's Improvements.

The parties agree that the date specified in the notice issued pursuant to Clause 19.1(a) of this Deed of Agreement may be a date before or after the expiry or earlier determination of the Deed of Agreement. If the date is after the expiry or earlier determination of the Deed of Agreement, then RMM grants Crawfords further non exclusive rights to carry out Removal works only in accordance with the notice.

19.2 Failure to Remove Improvements

If Crawfords does not comply with a notice issued under Clause 19.1(a) of this Deed of Agreement then:

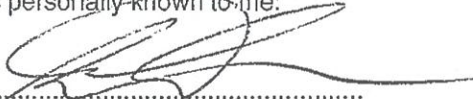
- (a) RMM may Remove or partially Remove and dispose of Crawford's Improvements specified in the notice in such manner and on such terms as RMM determines, acting reasonably; and
- (b) Crawfords must pay to RMM on demand the costs and expenses incurred by RMM in taking action under Clause 19.2(a).

20. RMM Legal Costs

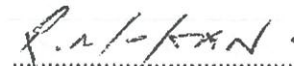
- 20.1 Crawfords will pay 50% of RMM's reasonable legal costs to a maximum of \$770.00 (including GST) in respect of the negotiations, drawing up and execution of this Deed of Agreement provided that such costs do not relate to RMM's enquiries and dealings about subdivision of the Land referred to in the Lease or Leases. RMM's solicitor will provide Crawfords with a tax invoice in respect of the costs payable by Crawfords.

Executed as a Deed at SANDGATE this 31st day of July 2013

SIGNED SEALED and DELIVERED in my
presence by RICHARD MARK MACLEAN who
is personally known to me:



Signature of Witness



RICHARD MARK MACLEAN

RICHARD C MACLEAN

Print Name of Witness

[BLOCK LETTERS]

EXECUTED by CRAWFORDS)
FREIGHTLINES PTY LTD A.C.N. 069 024)
899 in accordance with section 127 of the)
Corporations Act 2001:)

Signature of Sole Director/Secretary

PETER CRAWFORD

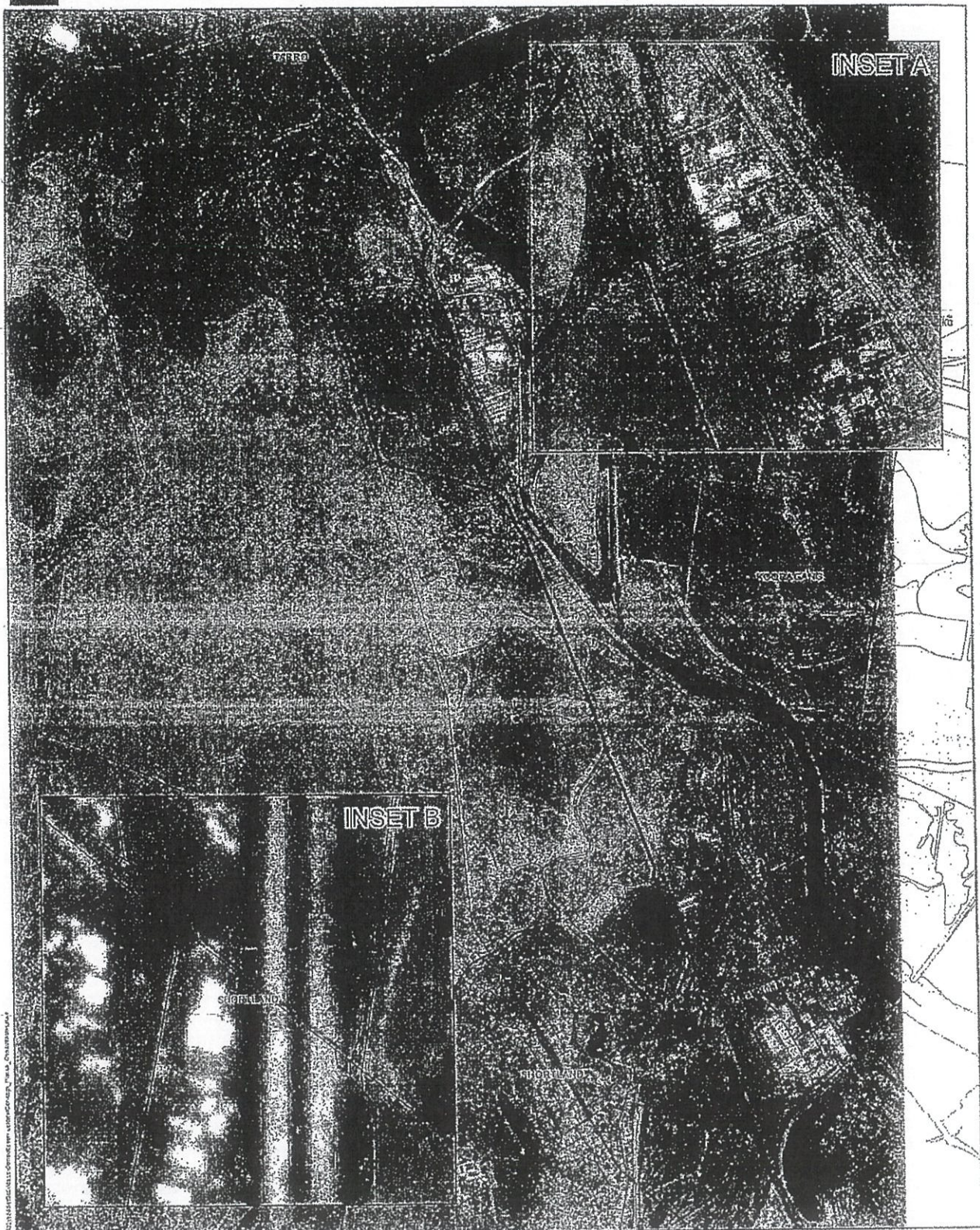
SCHEDULE 1

Plan of Entire Land Leased



CLIENTS | PEOPLE | PERFORMANCE

"B"



1:25,000 0 125 250 500 750 1,000 Metres Map Projection: Universal Transverse Mercator Horizontal Datum: Geocentric Datum of Australia 1994 Grid: Map Grid of Australia, Zone 58		LEGEND	
		Proposed DN300 Above Ground Proposed DN1500 Below Ground Proposed DN1200 Below Ground (fishpond) Proposed DN500 Below Ground (Shortford)	Existing Waterways SEPP14 Wetlands LEASED AREA - GOLF PRACTICE RANGE

© State of New South Wales Government 2007

04 JUNE 2007

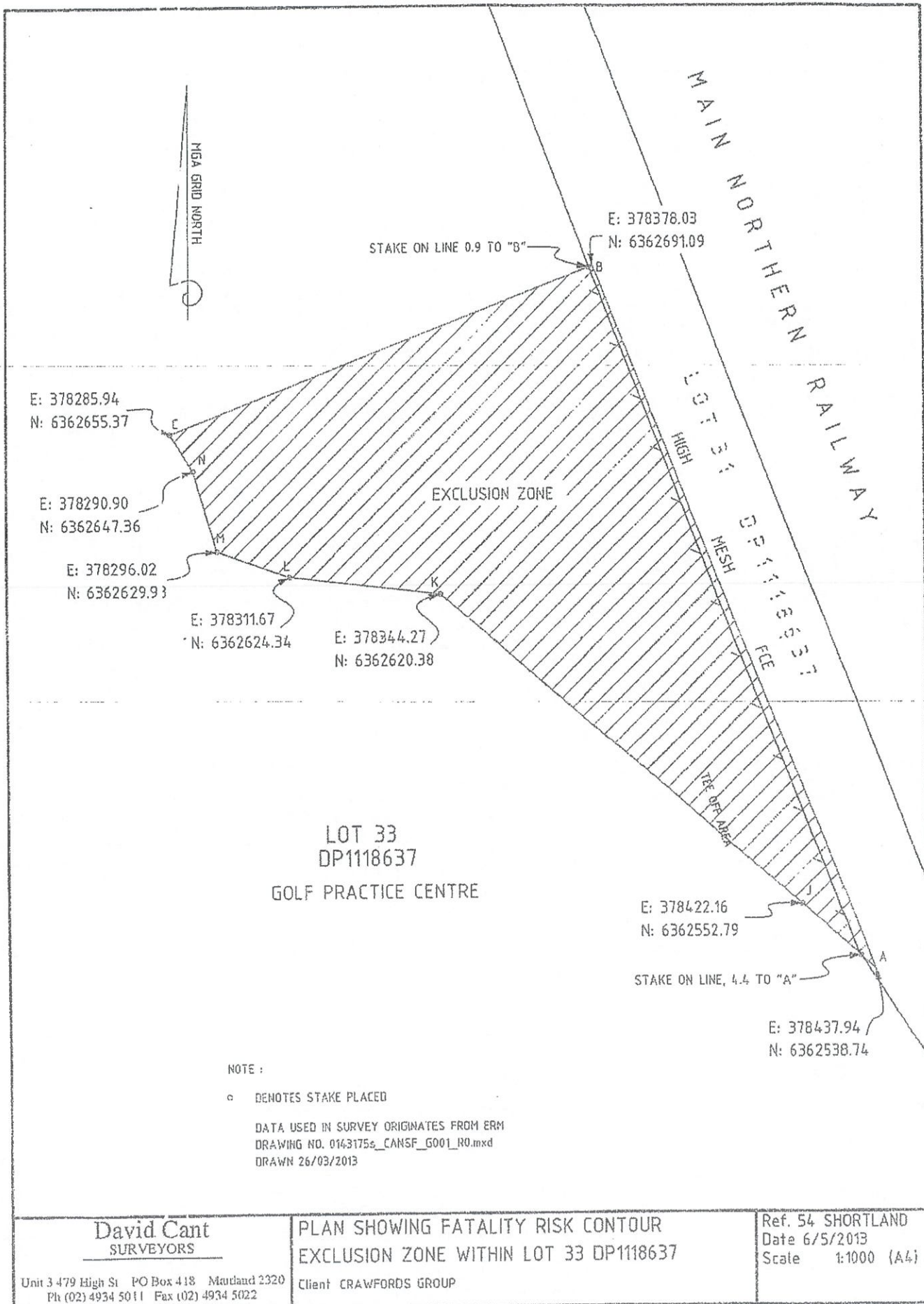
Concept Design Alignment Plan

Handwritten signature

Handwritten signature
Handwritten signature

SCHEDULE 2

Plan of Area within Leased Land



Annex D

NCC DEED OF AGREEMENT AND COPY OF CORRESPONDENCE FROM NCC

Deed of Agreement

Council of The City of Newcastle
ABN 25 242 068 129

and

Crawfords Freightlines Pty Limited
ABN 22 069 024 899

Deed of Agreement dated 19 July 2013

Parties

Council of the City of Newcastle ABN 25 242 068 129 of 282 King Street, Newcastle NSW 2300 (Council)

Crawfords Freightlines Pty Ltd ABN 22 069 024 899 of C/- PriceWaterhouseCoopers Level 6, 26 Honeysuckle Drive, Newcastle, NSW 2300, (CFL)

Background

- A. CFL is the lessee of the CFL Land.
- B. The Minister granted the Consent in respect of the CFL Land.
- C. Council is the registered proprietor of the Council Land which comprises a former landfill site, and which is subject to the VMP, the HWC Easement, the CMA Agreement and the Golf Lease.
- D. Condition 5 in Schedule 2 to the Consent requires CFL to demonstrate to the satisfaction of the Director General of the Department of Planning and Infrastructure that suitable arrangements are in place to prohibit public access to, inter alia, the Restricted Council Land.
- E. CFL has requested Council to enter into this deed in order to assist CFL meet its obligations under Condition 5 in Schedule 2.

Operative Terms

1 Definitions and Interpretation

1.1 Definitions

"CFL Land" means Lot 12 DP 625053.

"CMA Agreement" means the agreement between Council and the Hunter Central Rivers Catchment Management Authority dated 28 June 2007.

"Consent" means approval granted by the Minister in respect of the CFL Land on or about 13 June 2013 and designated Major Project No SSD - 5119.

"Council Land" means Lot 33 DP 1118647 and Lot 16 DP 1149782.

"Council's Representative" means the General Manager of Council or nominee.

"Exclusion Period" means the period of 2 years commencing on the date of this Deed.

"Golf Lease" means the lease of part of the Council Land including part of the Restricted Council Land which commenced 1 January 2013 between Council as Lessor and Richard Mark Maclean as Lessee for the purposes of a golf driving range.

"HWC Easement" means the easement burdening the NCC Land in favour of the Hunter Water Corporation for the Chichester Trunk Gravity Main.

"Interest Rate" means 12% per annum calculated daily.

"Off-Site Restricted Access Area" has the same meaning as designated in the Consent.

"Off-Site Restricted Access Area Strategy" has the same meaning as designated in the Consent.

"Perimeter Fencing" means the fencing for which a specification and location plan is included in the Perimeter Fencing Schedule.

"Perimeter Fencing Schedule" means the schedule to this Deed entitled Perimeter Fencing Schedule.

"Plan" means the plan attached to this Deed.

"Restricted Council Land" means that part of the Council Land shown hatched on the Plan (excluding that part subject to the Golf Lease).

"Signage" means signs which comply with the requirements of the Off – Site Restricted Access Area Strategy.

"Sterilization Fee" means the sum of \$14,400.00 per annum.

"VMP" means the Voluntary Management Proposal approved by the Environment Protection Authority in respect of the NCC Land from time to time.

"WHS Law" includes the Work Health and Safety Act 2011 and regulations made under that Act.

"Works" means the works CFL is required to undertake under clause 2.

1.2 Unless the contrary intention appears, a reference in this Deed to:

- (a) the singular includes the plural and vice versa; and
- (b) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity; and
- (c) a particular person includes a reference to the person's executors, administrators, successors, successors in title, substitutes (including persons taking by novation) and assigns.

2 Works to be carried out by CFL

- 2.1 CFL must, at CFL's sole cost, and in accordance with clause 3, within 2 weeks of the date of this Deed:
- (a) erect the Perimeter Fencing around the Restricted Council Land; and
 - (b) erect the Signage.
- 2.2 CFL must promptly notify Council when it considers it has complied with clause 2.1.
- 2.3 Council may, within 14 days of receiving notice from CFL under clause 2.2, inspect the Council Land and notify CFL if it accepts that CFL has complied with clause 2.1 or if it considers CFL has not complied.
- 2.4 If Council notifies CFL that Council does not consider CFL has complied with clause 2.1 Council must provide details of the non-compliance(s) in the notice under clause 2.3.
- 2.5 CFL must carry out any work necessary to achieve compliance with clause 2.1 within 2 weeks of Council's notice under clause 2.3, following which clauses 2.2 to 2.5 apply, with the necessary changes.

3 Conditions applying to carrying out of works

- 3.1 CFL acknowledges that the Council Land is a former waste disposal site, which is contaminated. CFL assumes all the risk associated with carrying out the Works.
- 3.2 CFL must carry out the Works in a proper and workmanlike manner, using good quality materials, and strictly in accordance with:
- (a) the Consent;
 - (b) the Off – Site Restricted Access Area Strategy;
 - (c) this Deed;
 - (d) WH&S law; and
 - (e) any lawful direction of Council's Representative;
- 3.3 CFL must take out and maintain all necessary and appropriate insurances in connection with the carrying out of the Works, including
- (a) public liability insurance in an amount of cover of not less than \$20,000,000 extending full cover to Council, its employees, servants or agents;
 - (b) workers compensation as required by law;
- 3.4 CFL must strictly comply with all requirements under WH&S Law in the carrying out of the Works;

-
- 3.5 CFL is the principal contractor for the Works for the purposes of WH&S law;
- 3.6 Council authorises CFL to have management or control of the workplace and to discharge the duties of a principal contractor under the WHS law.
- 3.7 CFL must:
- (a) ensure that any person employed or engaged by CFL to carry out any part of the Works completes a work health and safety induction programme
 - (b) comply with the requirements of the WHS Law including as the person conducting a business or undertaking in relation to Parts 4.6, 6.3, 6.4 and 6.5 of the WHS Regulation and the duty to consult, cooperate and coordinate activities with all other persons who have a work health and safety duty in relation to the same matter;
 - (c) promptly notify Council of, and assist Council as requested in relation to, any actual or potential incident of which CFL is aware, that arises from the Works which is notifiable to an authority; and
 - (d) at all times comply, and must ensure that any contractors (and their employees) engaged by CFL, or any contractor engaged by any of its contractors, in relation to the Works at all times comply, with the WHS law and all relevant codes of practice and compliance codes.
- 3.8 CFL agrees that the Council does not control or influence health and safety matters in relation to the Works, other than as set out in this Deed
- 3.9 CFL must only engage a sub-contractor to carry out the Works or any part of the Works
- (a) which has appropriate expertise, experience and personnel to carry out the Works in a proper and workmanlike manner; and
 - (b) with the prior written approval of Council, acting reasonably.

4 No payment for Works

- 4.1 CFL acknowledges that CFL is solely responsible for the cost of the Works, and payments due to any person who supplies goods or services in connection with the Works.
- 4.2 CFL will not make any claim for payment against Council in connection with the Works.
- 4.3 CFL indemnifies Council in respect of:
- (a) any claim by a sub-contractor; and
 - (b) any claim by any person who supplies goods or services in connection with the Works.

5 Maintenance and repair of Perimeter Fencing and Signage

- 5.1 CFL must maintain, repair and replace the Perimeter Fencing and Signage at CFL's sole cost until the expiry or termination of this deed.
- 5.2 Clause 3 applies to any works on the Council Land to comply with CFL's obligations under this clause 5.

6 Payment of Sterilization Fee

- 6.1 CFL must pay the Sterilization Fee to Council by equal monthly instalments of \$1,200.00 in advance, without deduction or set off.
- 6.2 If CFL fails to pay any amount due under this deed on the due date for payment of such amount, then, without limiting Council's other rights, CFL must pay interest on the overdue amount at the Interest Rate.

7 Exclusion Period

- 7.1 Subject to this deed and provided CFL complies with its obligations under this deed, Council will not grant permission to the public or any member of the public to enter the Restricted Council Land during the Exclusion Period.
- 7.2 Nothing in clause 7.1 or otherwise in this deed requires Council to take any steps or implement any measures to exclude any person from or to prevent any person from entering on the Restricted Council Land. For avoidance of doubt, Council's exclusive obligation is to permit CFL to erect the Perimeter Fencing and the Signage in accordance with this deed.
- 7.3 Council has no liability to CFL if a member of the public enters the Restricted Council Land despite the Perimeter Fencing and the Signage.
- 7.4 This clause does not affect the rights of persons to enter the Restricted Council Land under or in connection with the VMP, the HWC Easement or the CMA Agreement.

8 Removal and make good

- 8.1 On expiry or termination of this deed, CFL must, at CFL's cost, if required by Council, remove the Works and restore the Council Land to its former state to the reasonable satisfaction of Council.
- 8.2 Clause 3 applies to any works on the Council Land to comply with CFL's obligations under this clause 8.

9 Certain Third Parties not affected

- 9.1 Nothing in this deed affects the rights of parties under the VMP, the HWC Easement and the CMA Agreement.

10 Investigations into long term security of the Off-Site Restricted Access Area

- 10.1 As provided for in the Off-Site Restricted Access Area Strategy, CFL must, at its cost, investigate the possibility of effecting a boundary adjustment of the 2 lots constituting the Council Land, which boundary adjustment will result in the creation of a discrete lot incorporating the Off-Site Restricted Access Area (or such other area approved by Council).

11 Transfer of the Off-Site Restricted Access Area

- 11.1 Council may (but is not obliged to) transfer the Off-Site Restricted Access Area to CFL if:
- (a) CFL achieves the boundary adjustment referred to in clause 10.1 to the satisfaction of Council, acting reasonably, during the Exclusion Period or such further time period allowed by Council; and
 - (b) a Council resolution is obtained approving such transfer.
- 11.2 The consideration for the transfer of the Off-Site Restricted Access Area to CFL shall be as determined by market valuation carried out following the boundary adjustment as referred to in clause 10.1.
- 11.3 All costs whether for survey, registration, valuation or transfer shall be payable by CFL.

12 Consent of lessee under the Golf Lease

- 12.1 CFL will have sole responsibility for obtaining the consent of the lessee under the Golf Lease to any proposed boundary adjustment and transfer as referred to in clauses 10 and 11.

13 Consent not otherwise affected

- 13.1 Nothing in this affects the obligations of CFL under the Consent.
- 13.2 Council's discretions, powers and functions under legislation are not fettered by this Deed.

14 CFL's insurances

- 14.1 CFL must maintain in connection with this Deed:
- (a) public risk liability insurance extending full cover to Council, its employees, servants or agents and any other persons or property for an amount of not less than \$20,000,000.00 arising out of any single event; and
 - (b) worker compensation insurance as required by law.

14.2 All insurance policies must:

- (a) be produced to Council for inspection on demand;
- (a) be placed with a reputable and solvent insurer reasonably approved by Council.

15 Indemnities

CFL indemnifies Council against any claims, demands, actions, suits, damages, other expenses, injury or death caused or contributed to by:

- (a) CFL's act, omission or negligence in connection with the Works or this deed;
- (b) CFL's use of the Council Land;
- (c) CFL's breach of this deed;
- (d) the presence of any person on the Restricted Council Land, whether authorised by Council or not, where such person may suffer death, injury or other loss or damage in connection with CFL's development on the CFL Land,

except to the extent that it is caused by the negligent act or omission of Council.

16 Assignment or other disposal of interest in the CFL Land

- 16.1 If CFL assigns or otherwise disposes of its interest in the whole or any part of the CFL Land, CFL must procure that the purchaser or other assignee or other donee enter into a similar deed with Council as this Deed, mutatis mutandis.
- 16.2 In the case of assignment or other disposal of the whole or any part of the CFL Land this Deed continues to bind CFL until such time as an assignee or other donee enters into a deed under clause 16.1.

17 Termination

- 17.1 Council may terminate this Deed immediately by notice in writing to CFL on the occurrence of any of the following events:
 - (a) if CFL is subject to external administration;
 - (b) if CFL fails to remedy any breach of this Deed within 5 days after being given notice in writing requiring the breach to be remedied by NCC party or if CFL breaches a term of this Deed and that breach is not capable of remedy; or
 - (c) if the Consent is terminated or lapses for any reason.

18 Consequences of termination

- 18.1 If Council terminates this deed CFL must not make any claim for compensation, damages or otherwise against Council resulting from the termination of this Deed.

19 Clauses surviving termination

Clauses 8 and 15 will survive the termination of this deed together with any other provisions which by their nature survive termination or expiry of the Deed.

20 GST

- (a) All consideration provided for any taxable supply under this Deed is exclusive of GST unless the contrary is clear. The amount of that consideration must be increased by an additional amount equal to the GST on that taxable supply. The party who has to pay the additional amount must pay it at the same time as the consideration in respect of that taxable supply becomes due or, if the supplier has to pay (or allow credit against) the relevant GST before then, the additional amount must be paid at the earlier time.
- (b) If an amount of consideration under this Deed is calculated as specific compensation or reimbursement for an expense, loss or liability of a supplier the consideration must be calculated after excluding any amount for which the supplier is entitled to an input tax credit as recipient of the item to which the expense, loss or liability relates.
- (c) A party shall not be obliged to make any payment for GST unless it is provided with a tax invoice which complies with the GST Act.
- (d) If at any time an adjustment is made or required to be made between a party and the relevant taxing authority on account of any amount paid as GST under this Deed:
 - (i) a corresponding adjustment must be made;
 - (ii) adjustment notes must be issued; and
 - (iii) any payment must be made,between the parties as may be necessary to give effect to the adjustment.
- (e) For the purposes of this clause the following words are defined:
 - (i) **"GST"** means the tax imposed or assessed by the GST Act and its related legislation and includes any similar or substitute impost introduced in the future.
 - (ii) **"GST Act"** means the *A New Tax System (Goods and Services Tax) Act 1999*.
 - (iii) **"input tax credit", "taxable supply" and "consideration"** have the meanings given to those terms in the GST Act.

21 Entire Agreement

This Deed constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

22 Counterparts

This Deed may consist of a number of copies, each signed by one or more parties to this Deed. If so, the signed copies are treated as making up the one document.

23 Variation and waiver

A provision of this Deed or a right created under it may not be waived or varied except in writing, signed by the party or parties to be bound.

24 Further steps

Each party agrees to do anything the other asks (eg obtaining consents, signing and providing documents and getting documents completed and signed):

- (a) to bind the party and its successors under this Deed; and
- (b) to give effect to the intentions of the parties, the objectives of this Deed and the transactions contemplated by the Deed (including negotiating in good faith with respect to any matters requested by any of the parties to this Deed); and
- (c) to execute and deliver documents and other instruments; and
- (d) to use its best endeavours to make relevant third parties comply with this clause.

Executed as a Deed.

Executed in accordance with
section 127 of the *Corporations Act 2001* by
Crawfords Freightlines Pty Limited
ABN 22 069 024 899:

Signature of Sole Director/Secretary

PETER CRAWFORD

Signature of Director

Signed, sealed and delivered by a delegate of Council of The City of Newcastle
(ABN 12 569 841 325) in the presence of:

Signature of Witness

TERRI FREEMAN

Name of Witness (print)

Address of Witness (print)

110 MAIN RD
CHFTREIGH NSW 2321

Signature of Delegate

KEN GOULDTHORP

Name of Delegate (print)

Title of Delegate (print)

GENERAL MANAGER

PLAN

Estimated Points:

A (378437 94, 6362535 74)
 B (378378 03, 6362691 09)
 C (378265 94, 6362655 37)
 D (378260 84, 6362684 71)
 E (378254 25, 6362719 22)
 F (378255 39, 6362799 08)
 G (378266 17, 6362841 87)
 H (378259 31, 6362860 04)
 I (378259 53, 6362898 35)
 J (378422 16, 6362552 79)
 K (378344 27, 6362620 38)
 L (378311 67, 6362624 34)
 M (378296 02, 6362629 58)
 N (378290 50, 6362647 36)
 O (378246 25, 6362894 87)
 P (378234 63, 6362946 83)
 Q (378246 25, 6362894 87)
 R (378236 79, 6362980 79)
 S (378263 02, 6363001 55)

Coordinates of estimated points: GDA 1994
 MGA Zone 56



Legend

- Crawford's Site
- Golf Practice Centre Lease Area
Approximate Land Area = 6.32 ha
- 10x10⁶ Individual Fatality Risk Contour
- Operational Land subject to licence with CMA
Approximate Land Area = 0.74 ha
- Operational Land
Approximate Land Area = 2.64 ha
- Operational Land within Golf Practice Centre Lease Area
Approximate Land Area = 1.10 ha

Notes:
 All data is approximate only and should not be
 relied upon for accuracy



Source:
 Imagery: (c) 2010 Microsoft Corporation
 and its data suppliers

Client: Crawford's Freightlines Pty Ltd
 Drawing No: 0143175h, BEZ, 0001, R0cdr
 Date: 09/07/2013 Drawing size: A3
 Drawn by: JD Reviewed by: CB

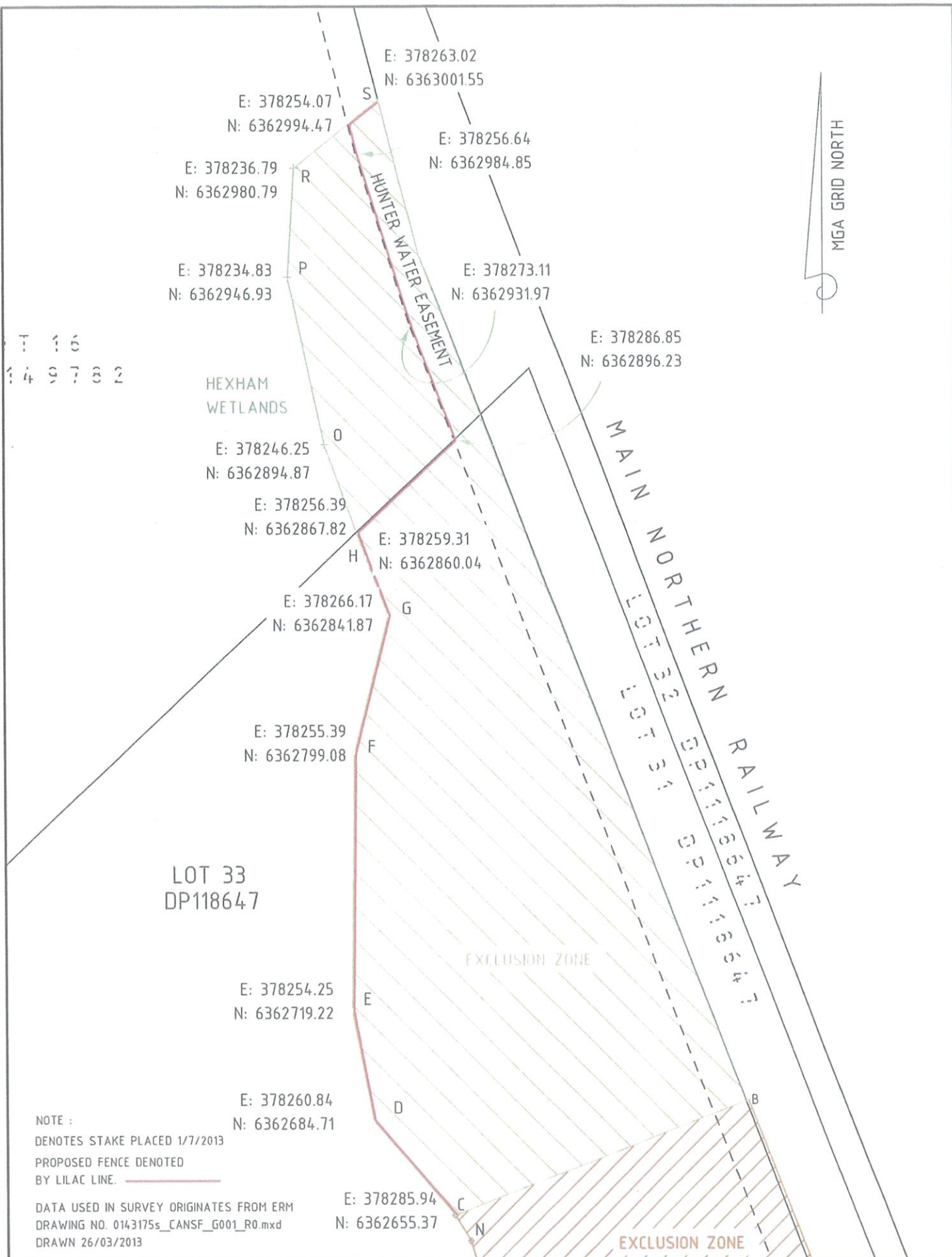
Figure 1 - Crawford's AN Storage Facility
 Sandgate Proposed Buffer/Community
 Exclusion Zone
 Crawford's Freightlines Pty Ltd -
 Buffer Exclusion Zone

This figure may be based on third party data or data which has not been
 verified by ERM and it may not be to scale. Unless expressly agreed
 otherwise, the figure is intended as a guide only and ERM does not
 warrant its accuracy

Environmental Resources Management ANZ
 Auckland, Brisbane, Canberra, Christchurch,
 Hunter Valley, Melbourne, Perth, Port Macquarie, Sydney



PERIMETER FENCING SCHEDULE



David Cant
SURVEYORS

Unit 3 479 High Street
PO Box 418 Maitland 2320
Ph (02) 4934 5011 Email land@idl.net.au

PLAN SHOWING FATALITY RISK CONTOUR EXCLUSION
ZONE WITHIN LOT 33 DP118647 & LOT 16 DP1149782.

Client CRAWFORDS GROUP

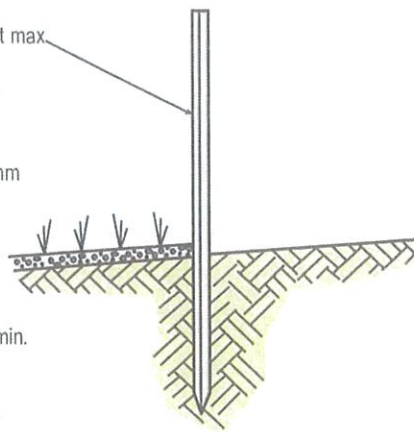
Revision A

Ref. 13-54b Shortland
Date 1/7/2013
Scale 1:1500 (A4)
Datum -
Contour Interval -

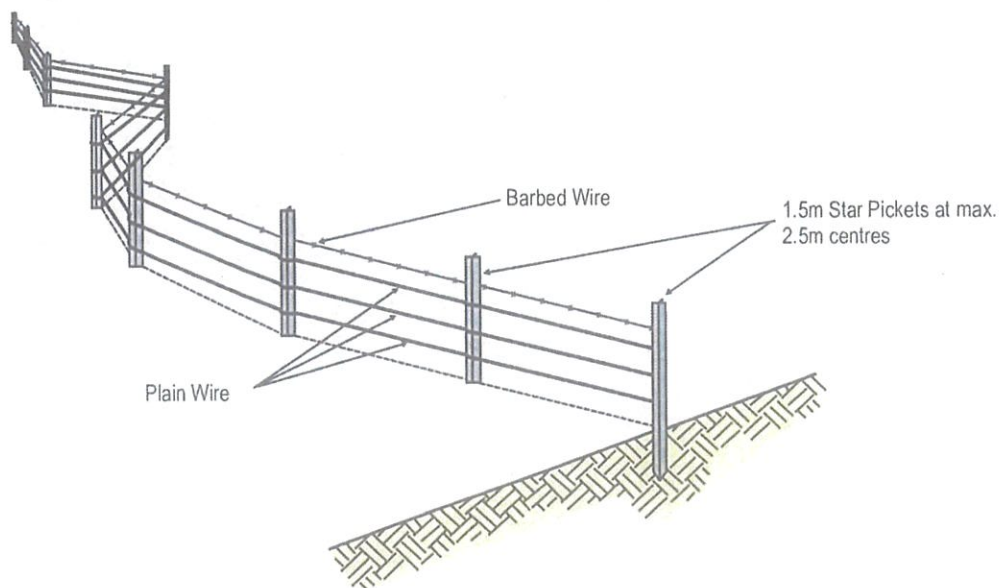
1.5m Star Pickets at max.
2.5m centres

500 - 600mm

600mm min.



SECTION DETAIL



Client: Crawfords Freightlines Pty Ltd	Annex B - Fence Details	
Drawing No: 0143175h_ORAAS_AnB_C001_R0.cdr		
Date: 26/06/2013	Drawing size: A4	Crawfords Freightlines Pty Ltd - Off-Site Restricted Access Area Strategy
Drawn by: JD	Reviewed by: SO'C	
This figure may be based on third party data or data which has not been verified by ERM and it may not be to scale. Unless expressly agreed otherwise, this figure is intended as a guide only and ERM does not warrant its accuracy.		Environmental Resources Management ANZ
		Auckland, Brisbane, Canberra, Christchurch, Hunter Valley, Melbourne, Perth, Port Macquarie, Sydney





SIGNAGE DETAIL

Size of Sign - 600mm x 800mm

Spacing of Sign - One every 100m plus one at every access point (gate)

Client:	Crawfords Freightlines Pty Ltd	Annex B - Signage Details	
Drawing No:	0143175h_ORAAS_AnB_C002_R0.cdr		
Date:	26/06/2013		
Drawn by:	JD		
Drawing size: A4		Crawfords Freightlines Pty Ltd - Off-Site Restricted Access Area Strategy	
Reviewed by: SOC		Environmental Resources Management ANZ	
This figure may be based on third party data or data which has not been verified by ERM and it may not be to scale. Unless expressly agreed otherwise, this figure is intended as a guide only and ERM does not warrant its accuracy.		Auckland, Brisbane, Canberra, Christchurch, Hunter Valley, Melbourne, Perth, Port Macquarie, Sydney	

GMO
Reference: 4249876
Phone: 4974 2627



29 May 2013

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Mr Peter Crawford
Crawford Freightlines Pty Ltd
C/- PriceWaterhouseCoopers
Level 6, 26 Honeysuckle Drive
NEWCASTLE NSW 2300

Dear Sir

COUNCIL LAND AT 2 & 28 ASTRA STREET SHORTLAND

I note it is anticipated that, as a condition of the consent you are seeking in relation to development on land at 158 Maitland Road Sandgate, a requirement substantially as follows will be imposed:

The applicant must demonstrate to the satisfaction of the Director General of the Department of Planning and Infrastructure that suitable arrangements are in place to prohibit public access to the Restricted Access Area as shown in the attached figure. As part of demonstrating that suitable arrangements are in place, the applicant must provide evidence that the land owner has been consulted and agrees with the proposed measures and provide details of the measures proposed to prohibit public access, such as fencing and signage.

A copy of the figure referred to above is attached to this letter.

I further note that part of the Restricted Access Area impacts on two (2) portions of Council operational land being Lot 33 DP 1118637 and Lot 16 DP 1148792 and that you have consulted with Council in relation to the abovementioned requirement.

Being land that is, in part, used for Council's operational purposes the public is currently restricted from accessing it (apart from the portion used as a golf driving range). However the following needs to be noted and acknowledged:

1. The land is a former landfill site and is subject to the terms of a Voluntary Management Proposal with the Environment Protection Authority. This entails ongoing groundwater/surface water and gas monitoring and reporting which necessitates attendance on the land including in the Restricted Access Area by various consultants from time to time.
2. Hunter Water Corporation has recently located part of the Chichester Trunk Gravity Main within the Restricted Access Area and a proposed easement has been registered. Hunter water Corporation will have ongoing access rights to the Restricted Access Area.
3. The part of Lot 16 DP 1148792 within the Restricted Access Area is also affected by a Deed of Agreement for Inundation with Hunter-Central Rivers Catchment Management Authority. Although no works are required to be carried out in the affected area the Authority has the right to inundate the land.

Subject to the above (and noting that these requirements only require infrequent access) Council is prepared to enter into an interim two (2) year agreement upon payment of compensation which will have the affect of excluding the general public from the affected area under Council's control. Any additional fencing and signage over and above that which currently exists on Council's land will be your responsibility.

To secure your long term control over the affected area consideration may be given to the possibility of, by boundary adjustment, creating a separate Lot encompassing the affected area which you may be required to purchase from Council at market value. This could be investigated and transacted within the term of the interim agreement. Any decision to dispose of land will however be subject to a Council resolution. Alternatively a longer term licence/lease tenure may be negotiated.

Please confirm that the above proposal is acceptable to the Director General.

Yours faithfully,

A handwritten signature in dark ink, appearing to read 'Ken Gouldthorp', with a stylized flourish at the end.

Ken Gouldthorp
GENERAL MANAGER

