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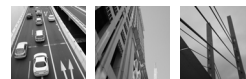
TRAFFIC ENGINEERING + TRANSPORT PLANNING



Moorebank Intermodal Precinct West – Stage 2 Proposal (SSD16-7709)

DEVELOPMENT APPLICATION TRAFFIC REVIEW

*Prepared For NSW Department of Planning & Environment
10th May 2019*



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Annexures

Annexure A

Draft Recommended MPW Stage 2 Conditions

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Voluntary Planning Agreement



1.0 Introduction

Cambray Consulting Pty Ltd was engaged by the New South Wales Department of Planning and Environment (DPE) to undertake an independent review of the traffic and transport documentation prepared as part of a development application for the Moorebank Precinct West (MPW) – Stage 2 Proposal (Proposal).

This report summarises our review and the recommendations made by us through the assessment process.

1.1 Background

Concept Plan approval (SSD 5066) for an intermodal terminal (IMT) facility at Moorebank, NSW, identified as the Moorebank Precinct West Project (MPW Project) was granted on 3rd June 2016 from the NSW Department of Planning and Environment (DPE).

The Concept Plan for the MPW Project involves the development of an Inter Modal Terminal (IMT), including a rail link to the Southern Sydney Freight Line (SSFL) within the Rail Corridor, warehouse and logistics facilities, associated stormwater infrastructure, landscaping, servicing, and works on the western side of Moorebank Avenue, Moorebank. Construction or operation of any part of the project was conditioned to be subject to separate approval(s) under the *Environmental Planning and Assessment Act 1979*.

The application which is the subject of this report is for the construction and operation of Stage 2 of the MPW Project under the MPW Concept Plan Approval for the MPW Project.

1.2 Proposal

The applicant, Sydney Intermodal Terminal Alliance (SIMTA) is seeking approval under Part 4, Division 4.1 of the *Environmental Planning and Assessment Act 1979* for the construction and operation of the Proposal, comprising 215,000m² Gross Floor Area (GFA) of warehousing and distribution facilities and ancillary offices and freight village, as well as upgrading of approximately 1.5km of Moorebank Avenue.

The Proposal site is located approximately 27km south-west of the Sydney Central Business District (CBD) and is situated within the Liverpool City Council Local Government Area (LGA).

More locally, the Proposal site is located to the west of Moorebank Avenue, with its primary access approximately 500m south of the Moorebank Avenue / M5 Motorway intersection.

The Proposal site and the key roads surrounding the site are indicated in **Figure 1.1**.

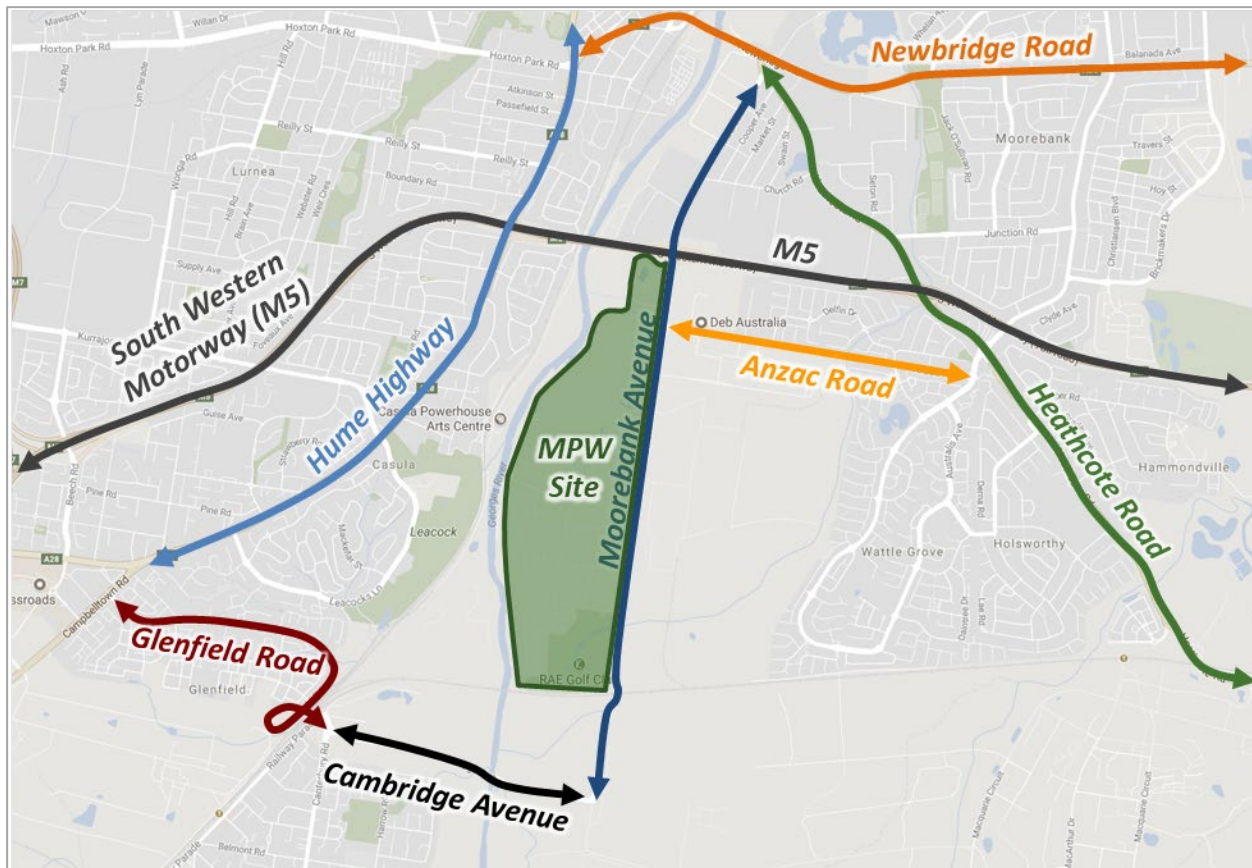


Figure 1.1 MPW Site Location

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The Proposal includes the following key components, which together comprise the intermodal terminal facility (IMT):

- IMT facility, including:
 - Infrastructure to support a container throughput volume of 500,000 twenty-foot equivalent units (TEUs) per annum;
 - Installation of nine rail sidings;
 - Truck processing, holding and loading areas;
 - Container storage areas serviced by manual handling equipment;
 - Administration facility, engineer's workshop and associated car parking;
- Rail link connection – linking the sidings within the IMT facility to the Rail link (which would be constructed as part of the MPE Project)
- Warehousing area – construction of 215,000 m² Gross Floor Area (GFA) of warehousing, with warehouses ranging in size from 4,000 m² to 71,000 m². Included within the warehousing area would be ancillary offices, truck and light vehicle parking, associated warehouse access roads.
- Freight village – construction and operation of approximately 800 m² of retail premises, with access from the internal road
- Upgraded intersection on Moorebank Avenue, which would provide site access and egress
- Ancillary work – including vegetation clearing, earth works (including the importation of 1,600,000 m³ fill), utilities installation/connection, signage and landscaping.



1.3 Scope of Services

As part of preparing this report, we undertook the following tasks:

- Completion of an inspection of the Proposal site and the surrounding road network to identify existing transport network conditions, constraints, and opportunities;
- A review of various traffic and transport documents prepared in relation to the development application by SIMTA's consultants, Arcadis;
- A review of various traffic and transport documents prepared in relation to the development application by NSW Government Departments, including Transport for NSW (TfNSW) and Roads and Maritime Services (RMS);
- A review of traffic and transport submissions prepared in relation to the development application by the public;
- Assessment of the information included in the abovementioned documents against relevant standards and guidelines, considering matters both internal and external to the Proposal site including, but not limited to:
 - Vehicle access locations;
 - Vehicle access configurations;
 - Required car parking provisions;
 - Internal road arrangements;
 - Heavy vehicle access;
 - Development servicing;
 - Existing and proposed pedestrian path provisions;
 - Existing and proposed public transport provisions;
 - The impacts of expected Proposal traffic on the safety and efficiency of the surrounding transport network;
 - The cumulative impacts of expected Proposal traffic and traffic associated with other proposed developments nearby, on the safety and efficiency of the surrounding transport network;
- Evaluation of the appropriateness and effectiveness of proposed management and mitigation measures; and
- Identification of recommended actions and conditions of approval which could be applied to avoid, minimise, mitigate, and/or manage the residual traffic and transport impacts of the Proposal.

1.4 Documents Reviewed

The following key documents were reviewed as part of preparing this report:

- Moorebank Precinct West Stage 2 Proposal: Construction Traffic Impact Assessment – Part 4, Division 4.1, State Significant Development (Arcadis, December 2016);
- Moorebank Precinct West Stage 2 Proposal: Operational Traffic and Transport Impact Assessment – Part 4, Division 4.1, State Significant Development (Arcadis, December 2016);
- Moorebank Precinct West Stage 2 Proposal: Preliminary Construction Traffic Management Plan – Part 4, Division 4.1, State Significant Development (Arcadis, December 2016);
- Moorebank Precinct West Stage 2 Proposal: Preliminary Operational Traffic Management Plan – Part 4, Division 4.1, State Significant Development (Arcadis, December 2016);
- Moorebank Precinct West Stage 2 Proposal: Response to Submissions – SSD 16_7628 – Part 4, Division 4.1, State Significant Development (Arcadis, July 2016);
- Response to MPW Stage 2 (SSD 7628) and MPW Stage 2 (SSD 7709): Request for information email – Attachment A (Arcadis, undated);
- Letter from Transport for NSW: Notice of Exhibition – Moorebank Precinct West (MPW) Stage 2 Application SSD 7628 (undated);



- Letter from Transport for NSW: Moorebank Precinct West Stage 2 Application (SSD7628) Response to Submissions (13th October 2017);
- Letter from Transport for NSW: Notice of Exhibition – Joint Exhibition of Four (4) State Significant Development Applications (10th June 2017);
- MPW Stage 2: TfNSW Second Response – Attachment A (Arcadis, undated);
- Moorebank Precinct West Stage 2 Proposal: Response to Submissions – Appendix C1: M5 Motorway/Moorebank Avenue Interchange Sensitivity Text – Part 4, Division 4.1, State Significant Development (Arcadis, July 2017);
- Moorebank Precinct West Stage 2 Proposal: Response to Submissions – Appendix C2: SIDRA Traffic Movement Diagrams – Part 4, Division 4.1, State Significant Development (Arcadis, July 2017);
- Moorebank Precinct West Stage 2 Proposal: Response to Submissions – Appendix C3: Consolidated Traffic Table – Part 4, Division 4.1, State Significant Development (Arcadis, July 2017); and
- Moorebank Precinct West Stage 2 Proposal: Response to Submissions – Appendix I: Consolidated Project Description – Part 4, Division 4.1, State Significant Development (Arcadis, July 2017).

1.5 Limits of Report

This report takes into account the particular instructions and requirements of our client. Cambray Consulting has taken care in the preparation of this report, however it neither accepts liability nor responsibility whatsoever in respect of:

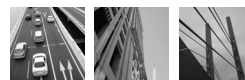
- Any use of this report by any third party;
- Any third party whose interests may be affected by any decision made regarding the contents of this report; and/or
- Any conclusion drawn resulting from omission or lack of full disclosure by the client, the clients' consultants or any other party.

1.6 Safety in Design

Within our scope, we have identified safety in design issues and potential hazards, whenever reasonably practicable within our field of expertise. Due to our limited and upfront role on this project, it is not considered reasonably practicable to identify all potential hazards which may occur throughout the life of a project, including during detailed design and construction activities. It is strongly recommended that safety in design issues be reviewed during all ensuing design and construction stages of the project.

1.7 Qualifications

This report was prepared by Andrew Douglas, Director (BE Civil (Hons), MSc Env Man, FIEAust, CPEng) and Brandon Rull, Graduate Transport Engineer (BE Civil).



2.0 EIS Documents Review

2.1 Overview

It is specifically noted that we reviewed the following traffic and transport documents prepared as part of the Environmental Impact Study (EIS):

- Moorebank Precinct West Stage 2 Proposal: Construction Traffic Impact Assessment – Part 4, Division 4.1, State Significant Development (Arcadis, December 2016);
- Moorebank Precinct West Stage 2 Proposal: Operational Traffic and Transport Impact Assessment – Part 4, Division 4.1, State Significant Development (Arcadis, October 2016);
- Moorebank Precinct West Stage 2 Proposal: Preliminary Construction Traffic Management Plan – Part 4, Division 4.1, State Significant Development (Arcadis, December 2016); and
- Moorebank Precinct West Stage 2 Proposal: Preliminary Operational Traffic Management Plan – Part 4, Division 4.1, State Significant Development (Arcadis, December 2016).

2.2 Construction Traffic Impact Assessment

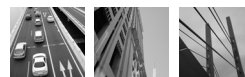
Table 2.1 summarises the issues we identified based on our review of the Construction Traffic Impact Assessment dated October 2016. A number of the issues raised were subsequently addressed in a Revised Construction Traffic Impact Assessment dated June 2017 or in other further advice from DPE as noted.

Table 2.1 CTIA – Traffic and Transport Review – Issues Summary

Item	Document Ref.	Description of Item/Issue	Comment
Traffic Generation	CTIA Sect 2.2, p16	The AM and PM peak hour time periods are not clearly defined	The peak construction traffic peak hours should be assessed in addition to the surrounding road peak hours. The peak periods assessed were clarified as 8-9am and 5-6pm in the Operational Sensitivity Analysis dated July 2017.
	CTIA Sect 3.3, p18	A statement is made that “An area would be made available in the northern portion of the Proposal site to provide worker parking, once the Moorebank Avenue / Anzac Avenue intersection upgrade is complete”.	Whilst in the Ancillary compounds section, it is unclear if this is also proposed to apply to other worker parking. In any case, parking for workers prior to the completion of the Moorebank Avenue / Anzac Avenue intersection also needs to be identified in the relevant Traffic Management Plans.



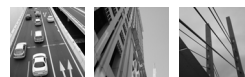
Item	Document Ref.	Description of Item/Issue	Comment
Site Access	CTIA Sect 3.3, p20	States all proposed access points are indicative.	The access points proposed need to be clearly set out in the application, and an assessment of the adequacy of each from a capacity and safety (incl sight lines) needs to be included. In the absence of any further clarification, consideration of a condition that requires further assessment should be included if the access points are proposed to substantially be altered.
Traffic Generation	CTIA Sect 3.4, p20	State proposed working hours with certain works and activities proposed to be undertaken outside these standard hours.	A statement that any other construction works undertaken out of standard construction hours would be undertaken in consultation with relevant authorities is vague as is the description of the works. Clarity is required that this is what has been applied for, and what out of hours activities can be approved as part of this application (or if further applications are need to cover each out of hours works package). This can be reflected in a condition or condition if a concern to DPE.
Traffic Generation	CTIA Sect 4.1, p24 & CTIA Sect 4.3, p25 & Appendix A	The estimates of daily traffic movements are not substantiated other than by reference to a number of workers and a number of truck loads.	These need to be broken down and related to the extent of works (eg no. truckloads of fill related to the volume of imported / exported fill etc). Further no allowance has been made for tradespersons to enter and leave the site multiple times in a day which is expected at least for some trades. The distillation of peak hour movements from daily movements is also not fully explained, and it is unclear if the peak construction traffic movements coincide with the peak external road traffic periods. It is also unclear what traffic movements are assumed for the MPE traffic, noting the base volumes are from 2015. A condition relating to maximum daily truck loads should be considered by DPE if a concern.



Item	Document Ref.	Description of Item/Issue	Comment
Traffic Analysis	CTIA Sect 4.2, p25	No construction staff traffic at all is assigned to Cambridge Avenue.	A condition preventing staff traffic from using Cambridge Road should be considered if staff traffic using Cambridge Avenue this is a concern to DPE.
Intersection Analysis	CTIA Sect 5.2-5.7, p29-33	No information is provided with respect to the SIDRA analyses, including assumptions and settings. The SIDRA files should be submitted with the report to enable assessment, and all non-default settings and assumptions should be highlighted and justified.	DPE advised that RMS had reviewed and were satisfied with the SIDRA inputs and had conducted its own assessment. Our review was therefore limited to the summary results provided in the report. Further un-signalised intersection analyses in SIDRA should be provided for all proposed construction access points and an assessment of the adequacy of sight lines. Alternatively these can be conditioned as part of the approval of each Construction Traffic Management Plan (CTMP).
	CTIA Sect 5.9, p34-35	This section needs to provide more information on how such restrictions will be implemented and enforced (may be in the CTMP).	<p>The proposed Road Safety Audit and recommended mitigation measures (and responsibilities) should be provided with the Construction Traffic Impact Assessment to enable its adequacy to be assessed. Alternatively DPE may consider conditioning the proponent to engage an independent Road Safety Auditor to conduct a Road Safety Audit as part of the Construction Traffic Management Plan (CTMP) applications.</p> <p>Restriction of haulage routes through signage and education where possible, should probably delete the “where possible” statement.</p>
	CTIA Sect 1.5, p13	The construction activities indicate the Subdivision of the MPW site as the final activity in the list.	It would be expected that this would occur earlier, at least prior to the construction of the warehouses and possibly the IMT. DPE to note and resolve with the proponent.



Item	Document Ref.	Description of Item/Issue	Comment
	CTIA Sect 2.1, p15	It is unclear if Moorebank Road south of Anzac Avenue is proposed to be dedicated or will remain a private road carrying through traffic as part of the project.	DPE to note and to resolve with the proponent.
	CTIA Sect 2.2	Reliance is placed on traffic count surveys undertaken for MPE, MPW and Roads and Maritime's wider Liverpool Moorebank Arterial Road Investigations traffic model in 2015.	The counts relied upon should be supplied and any manipulation of the data highlighted and justified. DPE advised that RMS had reviewed and were satisfied with the inputs used.
	CTIA Sect 3.3 & Sect 3.5.5	It is noted that the ancillary compounds are indicative and two locations are shown. However it is unclear in this report if one or both are being applied for. This should be clarified.	DPE has clarified that both may be in use.
	CTIA Sect 3.3 & Sect 3.5	Statements are made that the stockpile sites will be rehabilitated upon completion of the works. However it is unclear what is intended.	Beyond Traffic and Transport considerations. DPE to note.
	CTIA Sect 5.7.1	It notes that any potential carriageway closures would be subject to separate traffic management plan.	It should state subject to a separate permit application, as such works will need to be separately assessed (as they do not appear to form part of this application).
	CTIA Sect 5.8	Discussion on public transport impacts is very vague and works impacting Moorebank Avenue should be specifically identified and the Construction Traffic Impacts and mitigation measures clearly identified.	DPE advised that TfNSW has assessed and set draft conditions for public transport.
	CTIA Sect 6	Conclusion would benefit from a summary of the proposed mitigation measures to aid conditioning.	Suggestion only to DPE.

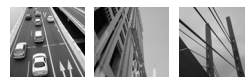


2.3 Preliminary Construction Traffic Management Plan

Table 2.2 summarises the issues we identified based on our review of the PCTMP dated October 2016.

Table 2.2 PCTMP – Traffic and Transport Review – Issues Summary

Item	Document Ref.	Description of Item/Issue	Comment
General		Overall the document is quite light in terms of detail and specifics.	Far more detail on the construction management affecting the external road system is required, including drawings showing the scope of works, lane closures, traffic control, signage plans and any detours and the like is required to be provided. It is understood that a more detailed Construction Traffic Management Plan or Plans will be submitted as part of subsequent applications.
Traffic Generation		The AM and PM peak hour time periods are not clearly defined.	The peak construction traffic peak hours should be assessed in addition to the surrounding road peak hours if they differ significantly. DPE to note for future applications.
Traffic Generation		States proposed working hours with certain works and activities proposed to be undertaken outside these standard hours.	A statement that any other construction works undertaken out of standard construction hours would be undertaken in consultation with relevant authorities is vague as is the description of the works. Clarity is required that this is what has been applied for, and what out of hours activities can be approved as part of this application (or if further applications are need to cover each out of hours works package). This can be reflected in a condition or condition if a concern to DPE.

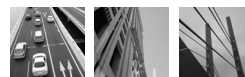


2.4 Operational Traffic and Transport Impact Assessment

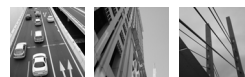
Table 2.3 summarises the issues we identified based on our review of the Operational Traffic and Transport Impact Assessment (OTTIA) dated October 2016.

Table 2.3 OTTIA – Traffic and Transport Review – Issues Summary

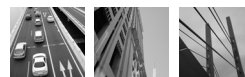
Item	Document Ref.	Description of Item/Issue	Comment
Traffic Generation	OTTIA Appendix C	Staff traffic is more than double under the PB work when compared to Arcadis.	We recommended DPE discuss with RMS the relative staff traffic numbers and ensure it is related to relative employment and development parameters. Table 5-1 provides a summary of the assumptions and includes an allowance for MPE East, albeit potentially lower than what has previously been indicated.
Intersection Analysis	OTTIA Appendix C	Truck movements assume a very uniform seasonal and daily distribution, whereas the PB work indicates 20% seasonal peaks and PM peak traffic significantly higher than Arcadis appears to have assumed (noting they are still not providing adequate info to cross check each step)	Suggested a sensitivity assessment be undertaken. DPE advises that RMS undertook its own assessment accounting for such factors to satisfy itself that the impacts are understood and hence appropriate conditions are able to be applied. A sensitivity assessment was subsequently provided dated July 2017.
Intersection Analysis	OTTIA Appendix C	SIDRA analyses reflect a slightly different intersection to that being proposed.	Proponent to clarify, or RMS to cross-check.



Item	Document Ref.	Description of Item/Issue	Comment
Intersection Analysis		No SIDRA files nor summaries provided.	We will need both their output summaries, and the actual SIDRA files to check inputs and assumptions. Such files were not forthcoming. DPE advise RMS received and decided to conduct its own assessment applying its own factors. RMS advise that the conditions and contribution sought by RMS is based on this work absent the proponent providing any further complete analyses. A further traffic movements summary was however subsequently provided dated July 2017.
		No concept drawings showing any of the proposed intersection upgrades.	These are necessary to check the proposals are feasible and reasonable and don't have unforeseen impacts elsewhere. The main access / Anzac Avenue / Moorebank Avenue concept was subsequently provided. Land dedication is required and understood to be acknowledged.
		Indicative cost estimates should be provided for any intersection upgrades proposed to be part of a contribution or cost-share arrangement.	Where such works are already planned by RMS, this should also be noted. Subsequently DPE advised that RMS undertook its own detailed traffic modelling and SIDRA analyses, to determine an appropriate suite of works and contributions.
		Any traffic modelling report or evidence that RMS has reviewed and accepted the traffic modelling should be provided.	DPE advised that RMS ultimately elected to undertake its own detailed traffic modelling and SIDRA analyses, to determine an appropriate suite of works and contributions.



Item	Document Ref.	Description of Item/Issue	Comment
		Stakeholder consultation incl with RMS is mentioned in the report. However no minutes, presentations or responses from RMS arising from such meetings has been included, so it is unclear what issues were discussed and what RMS's position was on the matters discussed.	DPE advised that such consultation subsequently occurred culminating in proposed Voluntary Planning Agreement and other conditions based on RMS modelling. We have separately reviewed and commented on these conditions.
		It is unclear if any of the upgrades noted as proposed have been developed by RMS or Council, or whether such upgrades originate from the report's author.	DPE advised that RMS ultimately elected to undertake its own detailed traffic modelling and SIDRA analyses, to determine an appropriate suite of works and contributions.
		Figures (and the actual spreadsheets) similar to those contained in Appendix B are required for the development traffic and for the future year scenarios (incl the cumulative assessment)	DPE advised that RMS ultimately elected to undertake its own detailed traffic modelling and SIDRA analyses, to determine an appropriate suite of works and contributions.
		Public and Active Transport provisions are noted as something SIMTA will consult with TfNSW during detailed design. However this appears to be too late to substantially accommodate any unforeseen requests.	Suggest that this consultation should have already occurred and the TfNSW requirements included in the planning stage reported on currently. DPE advised that TfNSW subsequently reviewed and provided comments and suggested conditions to DPE. We have separately reviewed and commented on these conditions.
		The figures are all generally too small and not very legible.	Clearer / larger copies of all figures are required. Some improved resolution figures were subsequently provided, albeit still at a small scale.
		The crash data should be provided as it is only reported at a high level.	Crash data not provided, but understood to have been reviewed by RMS.



2.5 Preliminary Operational Traffic Management Plan

Table 2.4 summarises the issues we identified based on our review of the Operational Traffic Management Plan (POTMP) dated October 2016.

Table 2.4 POTMP – Traffic and Transport Review – Issues Summary

Item	Document Ref.	Description of Item/Issue	Comment
		Overall the document is quite light in terms of detail and specifics.	Whilst the document states it is an initial discussion document far more detail on the actual content of the documents to be prepared is required (eg sample procedures manuals, reporting forms and the like intended to form the basis of such systems). DPE advise that further detail will be conditioned as part of subsequent applications.
	POTMP, Sect 4.3	Report notes that traffic control may be required on Moorebank Avenue at certain times and that Appropriate Traffic Control Plans will be produced in consultation with RMS.	This should be extended to include approval from RMS. Understood this was referred to RMS by DPE and reflected in the relevant conditions.
		The proposed intersection upgrades shown on Figure 3-1 require accompanying scaled concept drawings clearly demonstrating the existing and proposed layout, and identify any impacts such as property requirements, services, drainage and impacts on other properties access etc.	The main access intersection was subsequently shown on the civil drawings. The MPE accesses are understood to have since been separately addressed.

3.0 Responses to TfNSW Submissions – Review

Following the submission of the Environment Impact Study (EIS), Transport for NSW (TfNSW) issued a formal submission on 10th June 2017 which raised a number of queries in relation to the EIS traffic and transport analysis and reporting.

We reviewed the queries raised by TfNSW from a transport and traffic perspective, and in our opinion all are appropriate and reasonable.

We also undertook a review of the responses to the TfNSW queries prepared by Arcadis. A summary of our review is provided in **Table 3.1**.

Table 3.1 TfNSW Submissions Responses – Review

Aspect	Issue	Arcadis/Proponent Response	Comment
Conditional support	<p>TfNSW provided conditional support for the following:</p> <ul style="list-style-type: none"> The MPW Concept Modification RtS progressing to the PAC for Consideration; The MPW Concept Plan Modification 2 progressing to the PAC for consideration; and A deferred commencement consent for any approval granted for the MPW Stage 2 Proposal or MPW Stage 2 Proposal requiring an agreement for State Road Network mitigation for ultimate concept plan development, prior to Stage 2 construction. 	<p>TfNSW conditional support for the progression of the MPW Concept Plan Modification 2 is noted.</p> <p>However, a deferred commencement consent for the MPW Stage 2 Proposal is deemed unnecessary as there is considered to be adequate information provided within the EIS to allow for the assessment of the MPW Stage 2 Proposal. In addition, Condition E13(b) (Conditions of Approval Document SSD 5066) includes a commitment of the proponent to pay developer contributions to the relevant consent authority or undertake works-in-kind toward the provision or improvement of public amenities and services, which may be subject to the terms of any applicable Voluntary Planning Agreement (VPA).</p> <p>An agreement would be made separately in consultation with Roads and Maritime Services (RMS) regarding any State Road Network mitigation required based on the Precinct model once it is available.</p>	<p>Based on our review of the response to submissions documents received, we do not believe there is sufficient information to indicate that the MPW Stage 2 Proposal has identified a suite of works that can appropriately mitigate the Proposal's transport network impacts.</p> <p>We therefore support TfNSW's deferred commencement of consent for the MPW Stage 2 Proposal construction works, in the absence of the further cumulative traffic assessment and other information being sought.</p> <p>DPE advised that RMS ultimately elected to undertake its own detailed traffic modelling and SIDRA analyses, to determine an appropriate suite of works and contributions.</p>

Aspect	Issue	Arcadis/Proponent Response	Comment
Network impacts	<p>The traffic study documented in the proponent's Stage 2 OTTIA found that the broader road network in the study area would need to be upgraded to cater for the forecast traffic increases from the proposed development and general background growth. Despite this, the proponent is not proposing any mitigation works beyond those along Moorebank Avenue, referring to the broader contributions being determined once the ultimate development cumulative assessment is completed.</p>	<p>The MPW Stage 2 EIS identifies that the Moorebank Avenue/Anzac Road intersection would require improvements as a result of the Proposal and general growth in background traffic, therefore recommended upgrades to this intersection are included as a mitigation measure for the operation of the Proposal (refer Section 7.5.2 and 22 of the EIS). Additional intersections are also identified in Section 7.6 of the EIS that would operate at an unsatisfactory level of service without the Proposal (i.e. resulting from growth in background traffic). These intersections include:</p> <ul style="list-style-type: none"> • M5 Motorway/Moorebank Avenue • M5 Motorway/Hume Highway • Moorebank Avenue/Newbridge Road • Moorebank Avenue/Heathcote Road • M5 Motorway/Heathcote Road • Cambridge Avenue/Glenfield Road • Cambridge Avenue/Canterbury Road. <p>Recommended improvements to these intersections are suggested, however as these intersections would operate unsatisfactorily regardless of the Proposal, these improvements are not included as mitigation measures for the Proposal.</p>	<p>It was not clearly identified in the MPW Stage 2 EIS and responses to submission documents how the Proposal brings about the need to upgrade Moorebank Avenue. It is noted that Proposal traffic forms part of the cumulative traffic assessed. It is therefore considered likely that Proposal traffic would, in some way, bring about the need to upgrade the intersections identified in Section 7.6 of the MPW Stage 2 EIS – i.e. the following intersections:</p> <ul style="list-style-type: none"> • Moorebank Avenue / Anzac Road; • M5 Motorway / Moorebank Avenue; • M5 Motorway / Hume Highway; • Moorebank Avenue / Newbridge Road; • Moorebank Avenue / Heathcote Road; and • M5 Motorway / Heathcote Road. <p>This submission item was not adequately addressed and whilst some additional information was provided it required further assessment DPE advised that RMS ultimately elected to undertake its own detailed traffic modelling and SIDRA analyses, to determine an appropriate suite of works and contributions. This is understood to have been used to</p>

Aspect	Issue	Arcadis/Proponent Response	Comment
			determine the suite of works and contributions set out in the proposed Voluntary Planning Agreement and other conditions
Trip generation	The proponent shall provide a simplified table, detailing the key assumptions for each stage along with likely accumulative trip generation. The figures should take into account and include an updated delivery schedule, aligned with the trip generation numbers.	A table, detailing the trip generation (daily and peak) for the construction and operation of the Proposal as well as the key operational trip generation assumptions used is provided in Appendix C of this RtS.	<p>The cumulative, daily traffic volumes identified suggest that the traffic analysis prepared as part of the MPW and MPW Concept Approvals estimated that the Proposals would generate significantly higher heavy vehicle (HV) traffic volumes.</p> <p>Concept Approval, HV = 10,798 Now Estimated, HV = 5,988 It was unclear why these volumes are so different.</p> <p>DPE advised that RMS ultimately elected to undertake its own detailed traffic modelling and SIDRA analyses, to determine an appropriate suite of works and contributions.</p>
Trip generation	The proponent shall provide information regarding the likely daily and peak hour movements generated by the construction and operational stages of the proposed development.	<p>As detailed in Appendix C of the RtS, the Proposal would generate 2,670 light vehicle trips and 1,458 heavy vehicle trips per day during operation.</p> <p>During the AM peak, the Proposal would generate no light vehicle trips per hour and 112 heavy vehicle trips per hour.</p> <p>During the PM peak, the Proposal would generate 180 light vehicle trips per hour and 112 heavy vehicle trips per hour.</p>	This submission item is considered to be addressed. However, it should be reviewed against any further responses provided in future for consistency.

Aspect	Issue	Arcadis/Proponent Response	Comment
Traffic Generation	The traffic generation does not include the proposed 8,000m ² of retail, commercial and light industrial uses on the site. Further information is needed regarding the traffic generation of all proposed land uses.	Supplementary issue raised not relevant to the MPW Stage 2 Proposal. It should be noted that the MPW Stage 2 traffic assessment considered traffic generation from retail, commercial and light industrial uses on the Proposal site, based on previous studies undertaken for the MPW Concept by Parsons Brinkerhoff (PB) (refer to Appendix C of the MPW Stage 2 Operational Traffic and Transport Impact Assessment (OTTIA), Appendix M of the EIS).	<p>Whilst the industrial estates mentioned may include comparable uses, the Parsons Brinkerhoff (PB) document does not indicate the specific survey locations, nor which uses were operable at the time of the surveys. As such, we cannot be confident that the survey data recorded traffic data associated with such ancillary uses.</p> <p>This submission item was therefore not considered to be fully addressed by the proponent.</p> <p>DPE advised that RMS ultimately elected to undertake its own detailed traffic modelling and SIDRA analyses, to determine an appropriate suite of works and contributions.</p>
Cumulative traffic impacts	It is not clear whether the proponent considered the cumulative impacts associated with other planned and approved developments within the Precinct.	<p>It is acknowledged that there are a number of other Development Applications (DAs) within the Moorebank Precinct, within and immediately adjacent to the MPW site, including:</p> <ul style="list-style-type: none"> DA 1079-2016: Display suite - The construction and operation of a display suite, including café, signage and parking for 24 cars; DA 1264-2015 (as modified): Buildings 53 and 54 (Cluster 1) - The alteration of existing warehouses for a future end-user; DA 352-2016 and DA 984-2016: Buildings 49-52 (Cluster 2) – The alteration of existing warehouses for a future end-user. 	<p>Further cumulative impact assessment work was subsequently provided.</p> <p>However DPE advised that RMS ultimately elected to undertake its own detailed traffic modelling and SIDRA analyses, to determine an appropriate suite of works and contributions.</p>

Aspect	Issue	Arcadis/Proponent Response	Comment
		<p>Note that DA 352-2016 was for the construction of the development, and DA 984-2016 is for the use of the development;</p> <ul style="list-style-type: none"> • DA 557-2016: Building 82 – Alterations and additions to an existing building and change of use to a warehouse and distribution centre; • DA subject to determination – Building 7 and 68 – The alteration of existing warehouses for a future end-user. <p>DA 1079-2016: Display suite</p> <p><u>Response</u></p> <p>Separately include mitigation measures that consider the impact of the individual projects and other projects likely to operate reflective of the available information at the time of preparation. As a result, both the MPW Stage 2 and MPW Stage 2 Proposals provided adequate and suitable cumulative traffic impact assessments with associated mitigation measures (including upgrades and road network improvements), which would facilitate the traffic to be generated by these proposals.</p> <p>The Moorebank Precinct model would provide further assessment and consideration of the cumulative traffic impact reflective of both the information in the MPW Concept Plan Approval and MPW Concept Approval and other potential development proposed for the Moorebank Precinct.</p>	

Aspect	Issue	Arcadis/Proponent Response	Comment
		<p>As a detailed cumulative traffic impact assessment and associated mitigation measures were previously provided for the purposes of the MPW and MPW Concept Plan Approvals and periodically for the staged applications, the Moorebank Precinct model is not considered to be required to process the MPW Stage 2 and MPW Stage 2 Proposals. In particular, the Moorebank Precinct model includes elements which albeit relevant to the 'Full + additional build' were already assessed as part of previous MPW and MPW Concept Plan Approvals.</p> <p>Further information relating to these cumulative assessments is provided in the table attached to Appendix K of this RtS.</p>	
SIDRA Modelling	SIDRA traffic modelling undertaken for MPW Stage 2 was not consistent with the modelling undertaken for the MPW Stage 2 development application and should be updated accordingly.	<p>In response to issues raised by Liverpool City Council in its submission on the MPW Concept Modification (refer to Appendix B of the MPW Concept Plan Modification Supplementary Response to Submissions Report), the SIDRA analysis undertaken as part of the MPW Stage 2 Proposal was revised in accordance with RMS Traffic Modelling Guidelines (version 1.0, February 2013). The updated results were included in the MPW Stage 2 Revised Construction Traffic Impact Assessment (revised CTIA) (refer to Appendix C of the MPW Stage 2 Response to Submissions Report).</p> <p>As part of the MPW Stage 2 Response to Submissions Report, the SIDRA analysis included in</p>	<p>We were unable to confirm if this item was addressed for the following reasons:</p> <ul style="list-style-type: none"> • SIDRA input information was not provided; • SIDRA model files were not supplied; and • SIDRA analysis output tables were not provided. <p>This submission item was not addressed directly. However, DPE advised that RMS ultimately elected to undertake its own detailed traffic modelling and SIDRA analyses, to determine an appropriate suite of</p>

Aspect	Issue	Arcadis/Proponent Response	Comment
		<p>the EIS construction traffic impact assessment (CTIA) was revised (refer to Appendix K of the MPW Stage 2 EIS), consistent with the updates made to the MPW Stage 2 SIDRA analysis. The revised SIDRA results are included in Section 7.1 of the RtS, and the revised SIDRA traffic movement diagrams are included in Appendix C of the RtS.</p> <p>As a result, the SIDRA modelling and analysis undertaken for the MPW Stage 2 and MPW Stage 2 Proposals are consistent.</p>	<p>works and contributions.</p> <p>The RMS modelling is understood to have been used to determine the suite of works and contributions set out in the proposed Voluntary Planning Agreement and other conditions</p>
Intersection LoS	<p>The submitted documentation suggests the Level of Service (LoS) of intersections was predicted to perform better for the “with development” scenarios than the “without development” scenarios. It is not clear how this was derived and is counterintuitive. Which road upgrades were included, along with traffic signal phasing and operations priority to achieve this outcome?</p>	<p>Supplementary issue raised not relevant to the MPW Stage 2 Proposal.</p>	<p>Our interpretation of the Proposal EIS, Appendix K, Section 1.11 is that the “Do-Minimum” works would be the same in 2019 and 2029.</p> <p>However, the Arcadis response suggested that may not be correct (i.e. the “Do-Minimum” works in 2019 and 2029 are different).</p> <p>It is not clear which network upgrades were recommended to minimise the impacts of background traffic growth.</p> <p>In any case, it is considered highly unlikely that intersections will perform better with the addition of Proposal traffic.</p> <p>This submission item was not adequately addressed.</p>

Aspect	Issue	Arcadis/Proponent Response	Comment
			<p>Further information on the assumed upgrades and assessment with and without such assumed upgrades was sought.</p> <p>DPE advised that RMS ultimately elected to undertake its own detailed traffic modelling and SIDRA analyses, to determine an appropriate suite of works and contributions.</p> <p>The RMS modelling is understood to have been used to determine the suite of works and contributions set out in the proposed Voluntary Planning Agreement and other conditions</p>
Traffic signal improvements	<p>It is not clear what changes were proposed to “improve signals” operation within the submitted traffic modelling.</p> <p>RMS will not support reducing green time on arterial approaches to an intersection.</p>	<p>Supplementary issue raised not relevant to the MPW Stage 2 Proposal.</p>	<p>We are unable to confirm if this item was addressed for the following reasons:</p> <ul style="list-style-type: none"> • Changes to intersection configurations were not clearly identified • SIDRA input information was not provided; and • SIDRA analysis summaries were not provided. <p>The statement, “the overall intersection performance was generally improved for traffic operation, mostly without ‘compromising’ the major</p>

Aspect	Issue	Arcadis/Proponent Response	Comment
			<p>traffic movements (i.e. on arterial roads),” is vague.</p> <p>This submission item was not adequately addressed.</p> <p>Further information on the assumed upgrades, including changes to signal phasing and timing was sought.</p> <p>DPE advised that RMS ultimately elected to undertake its own detailed traffic modelling and SIDRA analyses, to determine an appropriate suite of works and contributions.</p>
M5 Weave	It is not clear whether the SIDRA modelling has accounted for the M5 weave issues, and should be clarified by the proponent’s traffic consultant.	<p>The SIDRA analysis undertaken for the assessment of construction traffic impacts of the MPW Stage 2 and MPW Stage 2 Proposals (refer to Appendix M of the MPW Stage 2 EIS and Appendix L of the MPW Stage 2 EIS) did not account for the M5 weave issues as the SIDRA software package was not appropriate to be used for investigation of highway weaving.</p> <p>The modelling for weaving is normally undertaken using microsimulation modelling which simulates “the movement of individual vehicles based on car-following, lane changing and gap acceptance algorithms that are updated several times every second.” (Roads and Maritime Services Traffic Modelling Guidelines, 2013).</p> <p>In the assessment of the operational traffic</p>	<p>We did not receive any microsimulation modelling, nor any SIDRA analyses that assessed the weave.</p> <p>A weave analysis in accordance with Austroads requirements may be appropriate, absent any alternative method, so long as all inputs and assumptions are clearly set out.</p> <p>DPE advised that RMS ultimately elected to undertake its own detailed traffic modelling and SIDRA analyses, to determine an appropriate suite of works and contributions.</p> <p>The RMS modelling is understood to have been used to determine the suite</p>

Aspect	Issue	Arcadis/Proponent Response	Comment
		<p>impacts of the MPW Stage 2 and MPW Stage 2 Proposals (refer to Section 7.1 and Appendix C of the RtS and Appendix K of the EIS and Section 7.1 of the RtS), AIMSUN modelling undertaken included consideration of the weaving of vehicles on the M5 Motorway due to the inclusion of microsimulation pockets within the model.</p> <p>AIMSUN modelling conducted for the Proposal considered the potential vehicular conflict and delays associated with weaving and merging of traffic at the M5 interchange. In assessing weaving impacts, the AIMSUN model examines driver behaviour, vehicle acceleration and deceleration characteristics and the road geometry. It was noted in the OTTIA prepared for Proposal, that this weaving issue is not something that is directly related to the presence of the project and is a broader existing road network issue affected by background traffic growth.</p>	<p>of works and contributions set out in the proposed Voluntary Planning Agreement and other conditions</p>
Construction and operational site access	<p>Details of the proposed accesses for the construction and operational stages were not provided. It is not clear whether the accesses comply with relevant Australian Standards (i.e. vehicle swept paths, geometry, sight lines, pedestrian safety, aisle widths, etc.).</p>	<p><u>Construction site accesses</u> Access to the MPW Stage 2 site during construction would be via the Moorebank Avenue intersection with Chatham Avenue and an additional western or 4th leg of the Moorebank Avenue intersection with Anzac Road. The construction site accesses for the Proposal will be subject to detailed design development. As part of detailed design, the relevant Australian Standards relating to site access will be considered, including Austroads design guides and Roads and Maritime's supplements to Austroads guides.</p> <p><u>Operational site accesses</u></p>	<p>This submission item was not adequately addressed.</p> <p>The Road Safety Audit should be provided, including the proposed responses to deficiencies identified by the audit.</p> <p>Vehicle swept paths, sight line assessments, aisle widths, and pedestrian treatments are required, overlaid on scale drawings.</p>

Aspect	Issue	Arcadis/Proponent Response	Comment
		<p>As part of the MPW Stage 2 RtS, Revised Stormwater and Drainage Design Drawings have been included at Appendix H of the MPW Stage 2 RtS, which include a swept path analysis of the operational layout of the following intersections:</p> <ul style="list-style-type: none"> • Anzac Road / Moorebank Avenue • Chatham Avenue / Moorebank Avenue • Bapaume Road / Moorebank Avenue. <p>In addition, a road safety audit for the MPW Stage 2 Proposal will be undertaken as part of detailed design development, which will consider pedestrian safety and sight lines. The geometry, aisle widths and further information pertaining to the operational layout of these intersections will be considered as part of further detailed design development and will consider the relevant Australian Standards relating to site access will be considered, including Austroads design guides and Roads and Maritime's supplements to Austroads guides.</p>	<p>It is understood that a Road Safety Audit has been included in the draft conditions to address this item.</p>

4.0 SEARs Review

We undertook a review of the Proposal information provided to date and the Secretary's Environmental Assessment Requirements (SEARs) related to traffic and transport, and identified whether we consider each to be appropriately addressed.

A summary of our review is provided in **Table 4.1**.

Table 4.1 Traffic and Transport SEARs – Review

Ref No. / SEARs	Comments / Considered to be Addressed
4. Traffic and Transport	
A Traffic Impact Assessment that assesses intersection and road network impacts, including impacts on Cambridge Avenue. The traffic assessment shall:	
a) take into account the RMS Guide to Traffic Generating Developments	<p>The Operational Traffic and Transport Impact Assessment (OTTIA) noted that parking is proposed to be provided in accordance with the guide.</p> <p>The OTTIA did not use the traffic generation rates included in the guide to estimate Proposal traffic generation. However, the information relied upon to estimate the warehouse component of the Proposal traffic generation is considered to be acceptable.</p> <p>However, it is noted that the traffic generation estimates do not appear to consider the proposed retail, commercial and light industrial uses on the site. The traffic generation of these uses should be identified considering the requirements of the RMS guide.</p> <p>DPE advised that RMS ultimately elected to undertake its own detailed traffic modelling and SIDRA analyses, to determine an appropriate suite of works and contributions.</p> <p>The RMS modelling is understood to have been used to determine the suite of works and contributions set out in the</p>

Ref No. / SEARs	Comments / Considered to be Addressed
	proposed Voluntary Planning Agreement and other conditions.
b) undertake a realistic and justified range of peak hour generation scenarios (to be determined in consultation with TfNSW, RMS and Liverpool City Council) including assumptions about heavy vehicle movements and the percentage of deliveries by railway and road	<p>The peak hour generation scenarios are not considered acceptable, noting the assessed traffic generation estimates do not appear to consider the proposed retail, commercial and light industrial uses on the site.</p> <p>Whilst reporting indicates that consultation was undertaken with TfNSW, RMS, and Liverpool City Council, no meeting minutes, presentations, etc. from such meetings were included. It is therefore unclear if the assessment is consistent with the outcomes of consultation.</p> <p>DPE advised that RMS ultimately elected to undertake its own detailed traffic modelling and SIDRA analyses, to determine an appropriate suite of works and contributions.</p> <p>The RMS modelling is understood to have been used to determine the suite of works and contributions set out in the proposed Voluntary Planning Agreement and other conditions.</p>
c) undertake detailed model analysis to confirm network operation and identify intersection upgrade requirements	<p>The following intersections were identified as requiring upgrades as part of the Proposal:</p> <ul style="list-style-type: none"> • Moorebank Avenue/MPW Stage 2; • Moorebank Avenue/MPW Stage 1 northern access; • Moorebank Avenue/MPW Stage 1 central access; • Moorebank Avenue/MPW Stage 1 southern emergency access. <p>In addition, the Proposal would include upgrades to</p>

Ref No. / SEARs	Comments / Considered to be Addressed
	<p>approximately 1.4km of Moorebank Avenue. These upgrades would include modifications to lane configurations, including widening, and vertical alignment adjustment.</p> <p>Additional intersections which would operate at an unsatisfactory level of service were also identified. These intersections include:</p> <ul style="list-style-type: none"> • Moorebank Avenue / Anzac Road; • M5 Motorway / Moorebank Avenue; • M5 Motorway / Hume Highway; • Moorebank Avenue / Newbridge Road; • Moorebank Avenue / Heathcote Road; and • M5 Motorway / Heathcote Road. <p>DPE advised that RMS ultimately elected to undertake its own detailed traffic modelling and SIDRA analyses, to determine an appropriate suite of works and contributions.</p> <p>The RMS modelling is understood to have been used to determine the suite of works and contributions set out in the proposed Voluntary Planning Agreement and other conditions.</p> <p>.</p>
<p>d) consider the constructability constraints of proposed upgrade(s) at key intersections, such as vehicle sweep paths, geometry and sight lines</p>	<p>No vehicle swept paths were included in the assessment documents.</p> <p>A preliminary Moorebank Avenue upgrade plan was included, however the plan was not at an appropriate scale to enable proposed works to be clearly identified or assessed.</p> <p>It is unclear whether the road upgrades could be accommodated within the construction area identified and if</p>

Ref No. / SEARs	Comments / Considered to be Addressed
	<p>the upgrades are likely to be feasible.</p> <p>No sight line reviews were documented, although a Road Safety Audit was noted (though not supplied).</p> <p>We recommended these items be required to be addressed in the conditions.</p>
e) include a draft Construction Traffic Management Plan	<p>A draft Construction Traffic Management Plan was prepared.</p> <p>However, it is important to note that beyond the cover page, the draft Construction Traffic Management Plan is no different to the Preliminary Operational Traffic Management Plan. It is not clear if this is the result of drafting error.</p> <p>Construction and operational traffic impacts can be significantly different and therefore should be assessed separately, addressed and managed.</p> <p>We believe an updated draft Construction Traffic Management Plan should be prepared, addressing the management of construction impacts.</p> <p>We do not believe this SEAR has been adequately addressed and recommended further conditions to address this item.</p>
f) Assess Construction Traffic impacts, which may include a draft Construction Traffic Management Plan including	We do not believe this SEAR has been adequately addressed and recommended further conditions to address this item.
i. the identification of haulage routes and the nature of existing traffic on these routes	Haulage routes and the nature of existing traffic on these routes were identified.
ii. an assessment of construction traffic volumes (including spoil haulage/delivery of materials and equipment to the road corridor and ancillary facilities)	An assessment of construction traffic volumes was undertaken. However, it is unclear how construction traffic volumes were identified.
iii. potential impacts to the regional and local road network (including safety and	Reporting indicates that access to properties and businesses

Ref No. / SEARs	Comments / Considered to be Addressed
level of service) and potential disruption to existing public transport services and access to properties and businesses	<p>will be maintained.</p> <p>Discussion in relation to Moorebank Avenue works impacting public transport is vague. It is unclear how Proposal construction will affect public transport.</p> <p>We recommended further conditions be drafted to address this item.</p>
g) Assess Operational Traffic and Transport impacts to the local and regional road network including:	<p>We do not believe this SEAR has been adequately addressed as outlined below.</p> <p>DPE advised that RMS ultimately elected to undertake its own detailed traffic modelling and SIDRA analyses, to determine an appropriate suite of works and contributions.</p>
i. changes to local road connectivity and impacts on local traffic arrangements, road capacity and safety ii. traffic capacity of the road network and its ability to cater for predicted future growth	<p>The following intersections were identified as requiring upgrades as part of the Proposal:</p> <ul style="list-style-type: none"> • Moorebank Avenue/MPW Stage 2; • Moorebank Avenue/MPW Stage 1 northern access; and • Moorebank Avenue/MPW Stage 1 central access Moorebank Avenue/MPW Stage 1 southern emergency access. <p>In addition, the Proposal would include upgrades to approximately 1.4km of Moorebank Avenue. These upgrades would include modifications to lane configurations, including widening, and vertical alignment adjustment.</p> <p>Additional intersections which would operate at an unsatisfactory level of service were also identified. These</p>

Ref No. / SEARs	Comments / Considered to be Addressed
	<p>intersections include:</p> <ul style="list-style-type: none"> • Moorebank Avenue / Anzac Road; • M5 Motorway / Moorebank Avenue; • M5 Motorway / Hume Highway; • Moorebank Avenue / Newbridge Road; • Moorebank Avenue / Heathcote Road; and • M5 Motorway / Heathcote Road. <p>DPE advised that RMS ultimately elected to undertake its own detailed traffic modelling and SIDRA analyses, to determine an appropriate suite of works and contributions.</p> <p>The RMS modelling is understood to have been used to determine the suite of works and contributions set out in the proposed Voluntary Planning Agreement and other conditions.</p>
h) provide details of site accesses, internal roads and vehicular parking required as a result of the development	<p>Details were provided in relation to site accesses, internal roads and vehicular parking required as a result of the development.</p> <p>We believe this SEAR has been adequately addressed.</p>
i) provide an updated Traffic Management and Accessibility Plan for the operation of the facility including:	We do not believe this SEAR was adequately addressed and suggest it be addressed by way of a condition or conditions.
i. measures to prevent heavy vehicles accessing residential streets to maintain the residential amenity of the local community	<p>Some measures which may prevent heavy vehicles accessing residential streets were identified. However it is unclear how these are proposed to be implemented, monitored and enforced.</p> <p>We recommended this be addressed by way of a condition or conditions.</p>
ii. details of public transport services and cyclist facilities	<p>Existing public transport services were identified.</p> <p>Proposed public transport services were not identified.</p>

Ref No. / SEARs	Comments / Considered to be Addressed
	Proposed cyclist facilities were identified.
iii. details of driver code of conduct	It was identified that a driver code of conduct will be prepared. However, no details were provided. Suggest requirements be outlined in conditions.

Although we do not believe that all traffic and transport related SEARs were adequately addressed, we believe that the additional information provided has allowed appropriate conditions to be identified. Potential conditions for consideration by DPE are identified in the Section 5.1.

5.0 Summary & Recommendations

Cambray Consulting Pty Ltd was engaged by the New South Wales Department of Planning and Environment (DPE) to undertake an independent review of the traffic and transport documentation prepared as part of a development application for the Moorebank Precinct West (MPW) – Stage 2 Proposal (Proposal).

Our initial reviews of the documentation prepared by Arcadis on behalf of the applicant, Sydney Intermodal Terminal Alliance (SIMTA) identified a number of traffic and transport issues which we do not believe were appropriately addressed.

A summary of what we believe were the key outstanding traffic and transport issues are as follows:

- Insufficient traffic analysis information was provided to identify if the analysis is likely to be representative of future road network performance;
- It is unclear how the Proposal will affect the operation of the following intersections surrounding the Proposal site:
 - Moorebank Avenue / Anzac Road;
 - M5 Motorway / Moorebank Avenue;
 - M5 Motorway / Hume Highway;
 - Moorebank Avenue / Newbridge Road;
 - Moorebank Avenue / Heathcote Road; and
 - M5 Motorway / Heathcote Road.
- It is unclear how the Proposal should offset its operational impacts at the abovementioned intersections;
- It is unclear if the Public and Active Transport infrastructure likely to be required to support the Proposal can be accommodated; and
-
- It is unclear if the proposed single intersection serving MPW will prove to be adequate

Most of these issues have subsequently been addressed, or at least addressed to the extent that conditions are able to be drafted.

In particular we note a parallel transport modelling process conducted by RMS has allowed it to determine a suite of conditions and a proposed Voluntary Planning Agreement for acceptance by the proponent. We support such an approach as it puts RMS and TfNSW in a position to directly understand the implications of MPW Stage 2 and hence be able to set a comprehensive suite of conditions.

5.1 Preliminary Application Approval Conditions

Based on our review, we reviewed and expanded on draft conditions prepared by TfNSW and RMS which could be incorporated as part of any approval of the development application. We understand ongoing negotiations are continuing between the proponent, TfNSW and RMS and DPE which may amend or supersede some of these suggested conditions.

Recommended conditions at the time are outlined in **Table 5.1**.

Table 5.1 Recommended Traffic & Transport Conditions

Ref	Condition
B1	Heavy vehicles must not use Cambridge Avenue during construction and operation of the development.
B2	Heavy vehicles must not exit right onto Moorebank Avenue towards the south.
B3	<p>Prior to commencement of construction, the Applicant must prepare a Construction Traffic and Access Management Plan (CTMP) to the satisfaction of the Secretary. The Plan must form part of the CEMP required by condition C2 and must:</p> <ul style="list-style-type: none"> (a) be prepared by a suitably qualified and experienced person whose appointment has been endorsed by the Secretary; (b) be prepared in consultation with Council, TfNSW and RMS; (c) include details of all transport routes and traffic types to be used for development-related traffic, access and parking arrangements; <ul style="list-style-type: none"> (i) include a protocol for undertaking dilapidation surveys to assess the existing condition of the transport routes prior to construction works; and (ii) condition of the transport routes following construction works; (d) include a protocol for the repair of any roads identified in the dilapidation surveys to have been damaged during construction and demolition works; (e) include details of: <ul style="list-style-type: none"> (i) staging of construction works; (ii) construction vehicle routes; (iii) heavy vehicle movements associated with spoil and demolition material transport off-site; (iv) construction traffic generation; (v) hours of construction; (vi) parking for workers; and (vii) access arrangements.

Ref	Condition
	<p>(f) include a Heavy Vehicle Route Plan detailing:</p> <ul style="list-style-type: none"> (i) the origin and destination of spoil / fill and demolition material; and (ii) details of the heavy vehicle routes to and from the site within the Campbelltown and Liverpool Local Government Areas (LGAs). <p>(g) include details of the measures to be implemented to minimise traffic safety issues and disruption to local road users including pedestrians / cyclists during construction works, including:</p> <ul style="list-style-type: none"> (i) temporary traffic controls, including detours and signage; (ii) how two traffic lanes on Moorebank Avenue will be available at all times during construction (unless otherwise approved by RMS); (iii) temporary traffic controls, including detours and signage; (iv) notifying the local community about development-related traffic impacts; (v) responding to any emergency repair requirements or maintenance during construction; and (vi) a traffic notification and management system for managing over sized vehicles. <p>(h) include a heavy vehicle driver's code of conduct that requires:</p> <ul style="list-style-type: none"> (i) compliance with specified travelling speeds; (ii) drivers to adhere to specified transport routes, including no access to and from Cambridge Avenue; and (iii) drivers to implement safe driving practices. <p>(i) include a program to monitor the effectiveness of these measures; and</p> <p>(j) detail procedures for notifying residents and the community (including local schools), of any potential disruptions to transport routes.</p>
B4	<p>The Applicant must:</p> <ul style="list-style-type: none"> (a) not commence early (b) carry out the development in accordance with the most recent version of the Construction Traffic Management Plan approved by the Secretary,
B5	Road Occupancy Licence is to be obtained from the Transport Management Centre for any

Ref	Condition
	works that may impact on traffic flows on Moorebank Avenue or the adjoining State road network during construction activities.
B6	A construction zone will not be permitted on Moorebank Avenue without the express approval of RMS.
B7	All demolition and construction vehicles must be contained wholly within the site and vehicles must enter the site before stopping.
B8	All vehicles are to enter and leave the site in a forward direction.
B9	All heavy vehicles entering or leaving the site with loads must have their loads covered and must not track dirt onto any public road.
B10	<p>Prior to commencement of any works, the Applicant must undertake a Road Safety Audit for heavy vehicle movements associated with the importation of fill, for construction vehicle swept paths in and out of the development site via the proposed temporary construction access points along Moorebank Avenue, and for motorists and construction vehicle movements along Moorebank Avenue during the staged road upgrade works identified in condition B14.</p> <p>The Road Safety Audit is to be prepared by an independent TfNSW accredited road safety auditor in accordance with the relevant Austroads guidelines to identify any safety issues. The Road Safety Audit must consider road safety issues for the proposed construction access arrangements and affected vehicle movements during upgrade works on Moorebank Avenue.</p> <p>The Applicant must recommend corrective actions for the identified safety issues and propose appropriate traffic management measures (i.e. temporary traffic signals and other traffic management measures) in consultation and with the approval of the relevant Council, TfNSW and RMS.</p>
B11	<p>The swept path of the longest vehicle entering and exiting the subject site, as well as manoeuvrability through the site, must be in accordance with Austroads requirements.</p> <p>Prior to commencement of construction on permanent infrastructure a plan must be submitted to the Planning Secretary and RMS for approval, which shows that the proposed development complies with this requirement.</p>
B12	The layout of the proposed car parking areas associated with the subject development (including driveways, grades, turn paths, sight distance requirements in relation to landscaping and/or fencing, aisle widths, aisle lengths, and parking bay dimensions) must be in accordance with AS2890.1-2004 Parking facilities Off-street car parking, AS2890.6-2009 Parking facilities Off-street parking for people with disabilities and AS2890.2-2002 Parking facilities Off-street commercial vehicle facilities for heavy vehicle usage.
B13	<p>The development is to be designed so that:</p> <ul style="list-style-type: none"> (a) all vehicles are wholly contained on site before being required to stop; (b) adequate parking for heavy vehicles is provided on-site to accommodate any potential delays in schedule time; (c) all loading and unloading of materials is carried out on-site; and (d) site roads accommodate buses, bus infrastructure and cyclist use for employees; and

Ref	Condition
	(e) parking rates must be consistent with the requirements of the Liverpool City Council Development Control Plan.
B14	The Applicant must meet the requirements of Council and RMS for all intersection upgrade works. Condition 5 only relevant if works are being undertaken in lieu of contributions:
B15	Within two months of the commencement of construction by Council, the Applicant must engage an independent Quantity Surveyor to determine the cost of the intersection upgrade works that will form the basis of a contribution to be paid by the Applicant to Council.
B16	Within six months of the commencement of construction, the Applicant must provide written evidence to the satisfaction of the Planning Secretary demonstrating that an agreement has been made with Council for construction and payment of the intersection upgrade works.
B17	The Applicant must complete the intersection upgrade works to the satisfaction of Council on [XXX] and [XXX] prior to operation.
B18	The Applicant must provide sufficient parking facilities on-site, including for heavy vehicles and for site personnel, to ensure that traffic associated with the development does not utilise public and residential streets or public parking facilities
B19	Place holder – parking numbers Parking numbers shall be in accordance with Council requirements unless otherwise agreed to in writing by the Secretary.
B20	<p>The Applicant must ensure:</p> <ul style="list-style-type: none"> (a) internal roads, driveways and parking (including grades, turn paths, sight distance requirements, aisle widths, aisle lengths and parking bay dimensions) associated with the development are constructed and maintained in accordance with the latest version of AS 2890.1:2004 Parking facilities Off-street car parking (Standards Australia, 2004) and AS 2890.2:2002 Parking facilities Off-street commercial vehicle facilities (Standards Australia, 2002); (b) bicycle racks, and amenity and change room facilities for cyclists in accordance with Planning Guidelines for Walking and Cycling (December, 2004), NSW Department of Infrastructure, Planning and Natural Resources; Roads and Traffic Authority. (c) the swept path of the longest vehicle entering and exiting the site, as well as manoeuvrability through the site, is in accordance with the relevant AUSTROADS guidelines; (d) the development does not result in any vehicles queuing on the public road network; (e) heavy vehicles and bins associated with the development are not parked on local roads or footpaths in the vicinity of the site; (f) all vehicles are wholly contained on site before being required to stop; (g) all loading and unloading of materials is carried out on-site;

Ref	Condition
	<ul style="list-style-type: none"> (h) all trucks entering or leaving the site with loads have their loads covered and do not track dirt onto the public road network; (i) the proposed turning areas in the car park are kept clear of any obstacles, including parked cars, at all times; (j) adequate parking for heavy vehicles is provided on-site to accommodate any potential delays in schedule time; and (k) site roads accommodate buses, bus infrastructure and cyclist use for employees.
B21	<p>To ensure that sustainable transport modes are supported, all future Development Applications proposing the construction of new warehouse buildings shall include a Sustainable Travel Plan. All Sustainable Travel Plans shall identify the pedestrian and cyclist facilities proposed to service the proposed warehouse buildings</p>
B22	<p>The Applicant must prepare an Operational Traffic and Access Management Plan to the satisfaction of the Secretary. The Plan is to be developed in consultation with the relevant Council, TfNSW and RMS. The plan must be approved by the Secretary prior to the commencement of operation.</p> <p>The Plan must be prepared by a suitably qualified and experienced person(s), and must:</p> <ul style="list-style-type: none"> (a) demonstrate how the development will be managed during operation to meet the requirements of this development consent; (b) detail numbers and frequency of truck movements, sizes of trucks, vehicle routes and hours of operation; (c) detail access arrangements for the site to ensure road and site safety, and demonstrate there will be no queuing on the road network; (d) detail measures to ensure turning areas and internal access roads are kept clear of any obstacles, including parked cars, at all times; (e) set out procedures for collecting the information required to prepare the Biannual Trip Origin and Destination Report required under condition B24; (f) incorporate the Workplace Travel Plan as required under condition B25; (g) include a driver's code of conduct that requires: <ul style="list-style-type: none"> (i) compliance with specified travelling speeds; (ii) drivers to adhere to specified transport routes including no access from Cambridge Avenue; and (iii) drivers to implement safe driving practices.

Ref	Condition
	(h) include a program to monitor the effectiveness of these measures.
B23	The Operational Traffic and Access Management Plan required by condition B22 must be implemented by the Applicant for the duration of operations.
B24	<p>The Applicant is to prepare a Biannual Trip Origin and Destination Report each six months following commencement of any operation (in a format agreed with TfNSW and RMS) that advises:</p> <ul style="list-style-type: none"> (a) the number of actual and standard twenty foot equivalent shipping containers despatched and received during the period; (b) the number of days and the hours in the period that the truck gate was open for despatching trucks 24 hours a day, 7 days a week and detail any exceptions to this and advise actual hours of operation; (c) records of vehicle numbers (by Austroads vehicle class) accessing the site; and (d) representative vehicle origins and destinations, based on a cordon in the surrounding network. <p>A framework for recording and reporting on the data required for the report, prepared to the satisfaction of TfNSW and RMS, is to be submitted to the Secretary for endorsement at least three months prior to the commencement of operation.</p> <p>The report is to be submitted within one month of its preparation throughout operation of the project, starting six months from the commencement of operation, unless otherwise agreed by the Secretary, TfNSW and RMS.</p> <p>The cordon count at (d) above will:</p> <ul style="list-style-type: none"> • apply to all classes of vehicles; and • cover the intermodal terminal, the warehousing facility and any other uses such as the freight village.
B25	<p>Prior to the issue of any Occupation Certificate, the Applicant must prepare a specific Workplace Travel Plan for that occupancy to the satisfaction of the Planning Secretary.</p> <p>The Workplace Travel Plan must form part of the Operational Traffic and Access Management Plan required by condition C5, and must:</p> <ul style="list-style-type: none"> (a) be prepared in consultation with TfNSW; (b) outline facilities and measures to promote public transport usage, such as car share schemes and employee incentives; (c) describe pedestrian and bicycle connections and linkages to and from the site from Moorebank Avenue and within the site including between warehouses and the freight village;

Ref	Condition
	<p>(d) describe end of trip facilities available on-site which must include under cover bike storage, showers and change facilities - the layout, design and security of bicycle facilities must comply with the minimum requirements of Australian Standard AS 2890.3 – 1993 Parking Facilities Part 3: Bicycle Parking Facilities;</p> <p>(e) include the results of negotiations with the relevant agencies/ authorities as required to facilitate the staged delivery of the public transport infrastructure including:</p> <p>(i) construction of a covered bus drop off/ pick up facility within the site to encourage the use of buses for employees;</p> <p>(ii) review and rationalisation of the locations of Route 901 bus stops in the vicinity of the site to match the proposed northern terminal entry location and enhance accessibility;</p> <p>(iii) peak period and SIMTA shift work responsive express buses to /from the site and Liverpool Station via Moorebank Avenue and Newbridge Roads with frequency dependent on the development of the site;</p> <p>(iv) peak period express buses to/ from the site and Holsworthy rail station via Anzac Road, Wattle Grove Drive and Heathcote Road with frequency dependent on the development of the site;</p> <p>(v) potential to extend the Route 901 bus through the site via the light vehicle road and increasing peak period bus service frequencies to better match the needs of existing and future employees of the locality with frequency dependent on the extent of development of the site; and</p> <p>(vi) changes to existing bus stop locations and the identification of new bus stop locations if required; and</p> <p>(f) include provision of annual reporting of employee numbers to DP&E, Transport for NSW and RMS for a period commencing one year from commencement of operation of the first building or rail terminal up to and including 5 years from occupation of final building.</p>
B26	The Applicant and each occupant must implement the most recent version of the Work Place Travel Plan approved by the Planning Secretary for the duration of the development.
B27	Heavy road freight vehicles are not permitted to use Moorebank Avenue south of the East Hills Railway corridor. Regulatory signage specifically banning such movements shall be installed and maintained at all times. A main gate monitoring system (eg CCTV) shall be installed to identify heavy vehicles turning right from the terminal site onto Moorebank Avenue, or turning left from Moorebank Avenue to the terminal site. The Planning Secretary may at any time request the applicant to provide a heavy vehicle monitoring report for the prior 12 month period.

In addition, we subsequently reviewed and provided comment on the Draft Traffic and Access conditions prepared by DPE and reviewed by RMS. Our minor comments on these draft conditions were provided on 19th February 2019. The current draft Recommended MPW Stage 2 Conditions, including those covering traffic and access are included in **Annexure A**.

These conditions appear to address our key concerns, noting the additional transport modelling undertaken by RMS has culminated in a draft Voluntary Planning Agreement, which largely supersedes a number of issues for which additional information was being sought from the proponent. A copy of the Voluntary Planning Agreement is included in **Annexure B**.

5.2 Recommendation

In light of the above, we suggest that the development could be approved with conditions along the lines set out in **Table 5.1** and **Annexure A** and the Voluntary Planning Agreement in **Annexure B**, absent any further analyses being provided.

Please do not hesitate to contact the undersigned on 07 3221 3503 if you have any queries regarding the above.

Yours faithfully,



Andrew Douglas

Director | Cambray Consulting Pty Ltd
BECivil (Hons) | MSc (Env Man)
FIEAust | CPEng

ANNEXURE A

Draft Recommended MPW Stage 2 Conditions

Development Consent

Section 4.38 of the Environmental Planning and Assessment Act 1979

The Independent Planning Commission (the Commission), as the declared consent authority under clause 8A of the *State Environmental Planning Policy (State and Regional Development) 2011* and section 4.5(a) of the *Environmental Planning and Assessment Act 1979*, approves the development application referred to in Schedule 1, subject to the conditions in Schedule 2.

These conditions are required to:

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

[Name of Commissioner]
Member of the Commission

[Name of Commissioner]
Member of the Commission

[Name of Commissioner]
Member of the Commission

Sydney

2019

SCHEDULE 1

Application Number:	SSD 7709
Applicant:	Sydney Intermodal Terminal Alliance (SIMTA) as Qube Holdings Limited
Consent Authority:	The Independent Planning Commission
Site:	Moorebank Avenue, Moorebank Lot 1 DP 1197707 Lot 100 DP 1049508 Lot 101 DP 1049508 Lot 2 DP 1197707 Part Lot 3 DP 1197707 Part Anzac Road and Moorebank Avenue public road reserves
Development:	Moorebank Precinct West Stage 2 (MPW Stage 2), comprising: <ul style="list-style-type: none">• Construction and 24/7 operation of an intermodal terminal (IMT) facility to support a container freight throughput volume of 500,000 twenty-foot equivalent units (TEUs) per annum, including:<ul style="list-style-type: none">◦ a rail terminal with nine rail sidings and associated locomotive shifter

- a rail link connection from the sidings to the rail link constructed under MPE Stage 1 (SSD 6766) to the Southern Sydney Freight Line (SSFL)
- rail and truck container loading and unloading and container storage areas
- truck waiting area and emergency truck storage area
- container wash-down facilities and degassing area
- mobile locomotive refuelling station
- engineer's workshop, administration facility and associated car parking.

Operation of the IMT facility includes operation of the rail link to the SSFL and container freight movements by truck to and from the Moorebank Precinct East (MPE) site.

- Construction and 24/7 operation of a warehousing estate on the northern part of the site servicing the IMT facility and including:
 - six warehouses with a total gross floor area (GFA) of 215,000 m² and, for each warehouse, associated offices, staff amenities, hardstands and truck and light vehicle parking
 - 800 m² freight village (operating from 7am to 6pm, 7 days/ week) including staff/ visitor amenities
 - internal roads, noise wall, landscaping, lighting and signage.
- Intersection upgrades on Moorebank Avenue at:
 - Anzac Road providing site access
 - Bapaume Road for left turn only out of the site.
- Construction and operation of on-site detention basins, bioretention/ biofiltration systems and trunk stormwater drainage for the entire site.
- Construction works and temporary ancillary facilities, including:
 - vegetation clearing, top soil stripping and stockpiling and site earthworks and temporary on site detention
 - importation of up to 1,600,000 m³ of uncompacted fill, temporary stockpiling and placement over the entire site to raise existing ground levels by up to 3 m
 - materials screening, crushing and washing facilities
 - importation and placement of engineering fill and rail line ballast
 - installation and use of a concrete batching plant
 - utilities installation/ connection.

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DEFINITIONS

AEP	Annual Exceedance Probability
AHD	Australian Height Datum
ABB site	Lots 2 and 3 DP 32998 to the north-west of the site
Applicant	SIMTA, as Qube Holdings Limited, or any person carrying out any development to which this consent applies
ARI	Average Recurrence Interval
BCA	Building Code of Australia
BC Act	<i>Biodiversity Conservation Act 2016</i>
CCC	Community Consultative Committee
Certifying Authority	A person who is authorised by or under section 6.17 of the EP&A Act to issue Part 6 certificates
CEMP	Construction Environmental Management Plan
CFFMP	Construction Flora and Fauna Management Plan
CPESC	Certified Professional in Erosion and Sediment Control
Conditions of this consent	Conditions contained in Schedule 2 of this document
Consolidated Assessment Clarification Responses	“MPW Stage 2 – Consolidated assessment clarification responses”, SIMTA memo dated 20 December 2018, and “Moorebank Precinct West (MPW) - Stage 2 Amended Proposal: Biodiversity Assessment Report — March 2019”, prepared by Arcadis, dated 20 March 2019
Construction	<p>Includes all works required to construct the development, including but not limited to demolition, importation of fill and fill placement, earthworks, removal of spoil, commissioning trials of equipment and temporary use of any part of the development.</p> <p>Notwithstanding the above, construction does not include the following low impact work which is completed prior to approval of the CEMP:</p> <ul style="list-style-type: none"> (a) surveying including carrying out general alignment survey, installing survey controls (including installation of global positioning systems (GPS)), installing repeater stations, carrying out surveys of existing and future utilities and building and road dilapidation surveys; (b) investigations including investigative drilling, contamination investigations and excavation; (c) property acquisition adjustments including installation of property fencing, and relocation and adjustments of utilities to property including water supply and electricity; (d) relocation and connection of utilities where the relocation or connection has a minor impact to the environment and sensitive receivers as determined by the ER; (e) minor ancillary facilities established under Condition A40; (f) vegetation clearing required to conduct remediation, conducted following the approval of the Contamination Management Plan required under Condition B164, a Construction Flora and Fauna Management Plan under Condition B154, and Koala Management Plan under Condition B152; and (g) maintenance of existing buildings and structures required to facilitate the carrying out of the development. <p>However, where heritage items or threatened species or threatened ecological communities (within the meaning of the NSW <i>BC Act 2016</i> or Commonwealth <i>Environment Protection and Biodiversity Conservation Act 1999</i>) are affected or potentially affected by any low impact work, other than work conducted in accordance with (f) above) that work is construction, unless otherwise determined by the Planning Secretary in consultation with OEH or DPI Fisheries (in the case of impact upon fish, aquatic invertebrates or marine vegetation)</p>
Council	Liverpool City Council unless otherwise stated
CTAMP	Construction Traffic and Access Plan

Day	The period from 7 am to 6 pm on Monday to Saturday, and 8 am to 6 pm on Sundays and Public Holidays
Decommissioning	The controlled process of safely retiring a facility from service, including decontamination, dismantling and disposal after the cessation of operations.
DEC	Former NSW Department of Environment and Conservation
Demolition	The deconstruction and removal of buildings, sheds and other structures on the site
Department, the	NSW Department of Planning and Environment
Development	The development described in the EIS, Response to Submissions, and the Consolidated Assessment Clarification Responses
Development layout	The revised plans as required under Condition B2 of this consent
Development area	The area of the site outside the 40 m riparian corridor and any areas required for biodiversity offsets
DoP	Former Department of Planning
DPI	NSW Department of Primary Industries
Earthworks	Bulk earthworks, site levelling, use of imported fill material and compaction of fill material, excavation for installation of drainage and services, to prepare the site for construction of buildings, access and terminals.
EIS	The Environmental Impact Statement titled <i>Moorebank Precinct West - Stage 2 Proposal Environmental Impact Statement – (SSD16-7709)</i> , prepared by Arcadis, dated October 2016
ENM	Excavated Natural Material as defined in the POEO Act 1979
Environment	Includes all aspects of the surroundings of humans, whether affecting any human as an individual or in his or her social groupings
Environmental Representative Protocol	The document titled <i>Environmental Representative Protocol - October 2018</i> , or subsequent revisions as in force from time to time
EPA	NSW Environment Protection Authority
EP&A Act	<i>Environmental Planning and Assessment Act 1979</i>
EP&A Regulation	<i>Environmental Planning and Assessment Regulation 2000</i>
EPL	Environment Protection Licence under the POEO Act 1979
ER	The Environmental Representative for the development
Estate Infrastructure	<p>All infrastructure to support operation of warehouses including:</p> <ul style="list-style-type: none"> (a) the intermodal terminal facility (including truck waiting area and emergency truck storage area), freight village, internal roads, noise wall, on-site detention basins, trunk stormwater drainage, water quality and drainage infrastructure, landscaping, lighting and signage; (b) warehouse truck and light vehicle parking, hardstands, offices, staff amenities and associated landscaping, lighting and signage; and (c) bushfire protection infrastructure
Evening	The period from 6 pm to 10 pm
Fibre ready facility	As defined in Section 372W of the <i>Telecommunications Act 1997</i> (Cth)
GANSW	Government Architect NSW
GFA	Gross Floor Area
Heavy vehicle	Has the same meaning as the <i>Heavy Vehicle National Law (NSW)</i>
Heritage	Encompasses both Aboriginal and historic heritage including sites that predate European settlement, and a shared history since European settlement
Heritage item	An item as defined under the <i>Heritage Act 1977</i> , and assessed as being of local, State and/ or National heritage significance, and/ or an Aboriginal Object or Aboriginal Place as defined under the <i>National Parks and Wildlife Act 1974</i> , the World Heritage List, or the National Heritage List or Commonwealth Heritage List

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

Highly noise intensive works	Works which are defined as annoying under the ICNG including: <ul style="list-style-type: none"> (a) use of power saws, such as used for cutting timber, rail lines, masonry, road pavement or steel work; (b) grinding metal, concrete or masonry; (c) rock drilling; (d) line drilling; (e) vibratory rolling; (f) rail tamping and regulating; (g) bitumen milling or profiling; (h) jackhammering, rock hammering or rock breaking; and (i) impact piling
ICNG	<i>Interim Construction Noise Guideline</i> (DECC, 2009)
Incident	An occurrence or set of circumstances that causes or threatens to cause material harm and which may or may not be or cause a non-compliance Note: "material harm" is defined in this consent
Intermodal Precinct area	Area inclusive of MPE site, MPW site, Moorebank offset area and the Wattle Grove offset area. See also, document titled 'Moorebank Intermodal Precinct West - MPW Stage 2 State Significant Development Application No. SSD 16_7709: Threatened Species Survey Results', prepared by Cumberland Ecology, dated 19 December 2018
IMT	Intermodal Terminal
NPI	Noise Policy for Industry (EPA, 2017)
Independent Reviewer	A suitably qualified and experienced person(s) who was not involved in the preparation of the EIS, Response to Submissions and any other supporting information submitted as part of the MPW Stage 2 or MPE Stage 2 applications, and is independent of the construction and design personnel for MPW and MPE and those involved in project delivery.
Land	Has the same meaning as the definition of the term in section 1.4 of the EP&A Act
Material harm	Is harm that: <ul style="list-style-type: none"> (a) involves actual or potential harm to the health or safety of human beings or to the environment that is not trivial, or (b) results in actual or potential loss or property damage of an amount, or amounts in aggregate, exceeding \$10,000, (such loss includes the reasonable costs and expenses that would be incurred in taking all reasonable and practicable measures to prevent, mitigate or make good harm to the environment)
Minister	NSW Minister for Planning (or delegate)
Mitigation	Activities associated with reducing the impacts of the development prior to or during those impacts occurring
MPE	Refers to the following developments: <ul style="list-style-type: none"> • Moorebank Intermodal Precinct East - Stage 1 (SSD 6766) • Moorebank Intermodal Precinct East - Stage 2 (SSD 7628) • any subsequent modifications associated with the above developments
MPW	Refers to the following developments: <ul style="list-style-type: none"> • Moorebank Intermodal Precinct West - Concept Proposal & Stage 1 Early Works (SSD 5066) • Moorebank Intermodal Precinct West – Stage 2 (SSD 7709) • any subsequent modifications associated with the above developments
Monitoring	Any monitoring required under this consent must be undertaken in accordance with section 9.40 of the EP&A Act
Night	The period from 10 pm to 7 am on Monday to Saturday, and 10 pm to 8 am on Sundays and Public Holidays
NML	Noise management level

Non-compliance	An occurrence, set of circumstances or development that is a breach of this consent
OEH	NSW Office of Environment and Heritage
OEMP	Operational Environmental Management Plan
Offset Area	Areas shown in Figure 5 of Appendix 1
Operation	Operation of any part of the development for its intended use
OSD	On-site detention
PA	Means a planning agreement within the meaning of the term in section 7.4 of the EP&A Act
PAD	Potential archaeological deposit
PCA	Principal Certifying Authority in accordance with the EP&A Act
PFAS	Per- and poly-fluoroalkyl substances
Planning Secretary	Planning Secretary under the EP&A Act, or nominee
POEO Act	<i>Protection of the Environment Operations Act 1997</i>
Rail link	Connection to the Southern Sydney Freight Line constructed under MPE Stage 1
Rail link connection	Connection from the intermodal terminal facility to the rail link constructed under MPE Stage 1
Reasonable	Means applying judgement in arriving at a decision, taking into account: mitigation benefits, costs of mitigation versus benefits provided, community views, and the nature and extent of potential improvements.
Registered Aboriginal Parties	Means the Aboriginal persons identified in accordance with the document entitled <i>Aboriginal cultural heritage consultation requirements for proponents 2010</i> (DECCW)
Rehabilitation	The restoration of land disturbed by the development to a good condition, to ensure it is safe, stable and non-polluting.
Response to submissions (RtS)	The Applicant's response to issues raised in submissions received in relation to the application for consent for the development under the EP&A Act.
Riparian corridor	As defined in compliance with the requirements of Condition B2
RFS	Rural Fire Service
RMS	NSW Roads and Maritime Services
RNP	<i>NSW Road Noise Policy</i> (EPA, 2001)
SEL	Sound exposure level
Sensitive receivers	A location where people are likely to work, occupy or reside, including a dwelling, school, hospital, office or public recreational area.
Site	The land shown in Figure 1 of Appendix 1 , marked with a red outline
Site Auditor	As defined in section 4 of the <i>Contaminated Land Management Act 1997</i>
Site Audit Report	As defined in section 4 of the <i>Contaminated Land Management Act 1997</i>
Site Audit Statement	As defined in section 4 of the <i>Contaminated Land Management Act 1997</i>
Southern fill area	Area south of where the 6 warehouses are to be built under this consent
Sub-stage	Development area within the overall Stage 2 development site
SWMP	Soil and Water Management Plan
TEU	Twenty-foot equivalent unit container
TfNSW	Transport for New South Wales
Tree	Long lived woody perennial plant greater than (or usually greater than) 3 m in height with one or relatively few main stems or trunks
UHIM	Urban Heat Island Mitigation
VENM	Virgin Excavated Natural Material as defined in the POEO Act 1979

V:H	Vertical to Horizontal
Warehouse area	Northern part of site where 6 warehouses are to be constructed under this consent
Waste	Has the same meaning as the definition of the term in the Dictionary to the POEO Act
WSUD	Water Sensitive Urban Design
Work(s)	Any physical work for the purpose of the development including construction and low impact work (in relation to the definition of construction)
w/w	weight/weight
Year	A period of 12 consecutive months

SUMMARY OF REPORTING AND APPROVAL REQUIREMENTS

Reports and notifications that must be provided to the Planning Secretary/ the Department under the terms of this approval are listed in the Table below. Any appointments of persons requiring approval are also listed.

Condition	Report/ Notification/ Appointments	Timing	Purpose
Part A — Administrative Conditions			
A29	Community Consultative Committee (if a new CCC is proposed)	Prior to commencement of construction	Approval
A31	Community Communication Strategy	Prior to commencement of construction	Approval
A33	Environmental Representative	No later than one month before the commencement of works, or within another timeframe agreed with the Planning Secretary	Approval
A37(j)	Environmental Representative Monthly Report	Within seven calendar days following the end of each month for the duration of the ER's engagement for the development, or as otherwise agreed with the Planning Secretary	Information
A44	Staging Report	Prior to commencement of construction	Approval
A46	Notification of Commencement	At least two weeks before the commencement date	Information
A48	Pre-construction Dilapidation report	Prior to commencement of construction	Information
Part B — Specific Environmental Conditions			
<i>Development Layout</i>			
B2	Revised Development Layout Drawings	Prior to commencement of construction <i>Cannot be staged</i>	Approval
<i>Soil and Water</i>			
B4	Stormwater Design Development Report and Revised Stormwater System Design Drawings	Prior to commencement of construction <i>Cannot be staged</i>	Approval
B7	Stormwater Design Independent Peer Review	Prior to commencement of construction With Stormwater Design Development Report and Revised Stormwater System Drawings	Information

Condition	Report/ Notification/ Appointments	Timing	Purpose
B29	Soil and Water Management Plan	Prior to commencement of construction Part of the Construction Environmental Management Plan	Approval
B32	Certified Professional in Erosion and Sediment Control (CPESC) reports	Monthly during construction, or as otherwise agreed by the Planning Secretary	Information
B36	Stormwater Infrastructure Operation and Maintenance Management Plan	Prior to commencement of operation Part of the Operational Environmental Management Plan	Approval
B38	Stormwater Quality Monitoring Program	Prior to commencement of operation Part of the Operational Environmental Management Plan	Approval
B39	Acid Sulfate Soils Management Plan	Prior to the commencement of construction Part of the Construction Environmental Management Plan	Approval
<i>Urban Design and Landscaping</i>			
B52	Urban Design Development Report and Revised Landscape and Architectural Drawings	Prior to commencement of permanent built surface works	Approval
B55	Urban Design and Landscape Independent Peer Review	Prior to commencement of permanent built surface works With the Urban Design Development Report and Revised Landscape and Architectural Drawings	Information
B82	Landscape Vegetation Management Plan	Prior to commencement of operation Part of the Operational Environmental Management Plan	Approval
<i>Traffic and Access</i>			
B112	Road Safety Audit traffic management measures	Prior to the commencement of construction	Information
B113	Construction Traffic and Access Management Plan	Prior to commencement of construction Part of the Construction Environmental Management Plan	Approval
B118	Operational Traffic and Access Management Plan	Prior to the commencement of operation Part of the Operational Environmental Management Plan	Approval

Condition	Report/ Notification/ Appointments	Timing	Purpose
B120	Biannual Trip Origin and Destination Report	Within one month of its preparation, each six months following commencement of operation	Information
B121	Workplace Travel Plan	Prior to the issue of any Occupation Certificate	Information
B122	Annual report on employee numbers	one year after commencement of operation of the IMT facility and for up to 5 years from occupation of the final warehouse	Information
B124	Driver Code of Conduct	Prior to commencement of construction	Information
<i>Noise and Vibration</i>			
B134	Construction Noise and Vibration Management Plan	Prior to commencement of construction Part of the Construction Environmental Management Plan	Approval
B135(g)	Out-Of-Hours Work Protocol	Prior to commencement of construction Part of the Construction Environmental Management Plan	Approval
B136	Operational Noise Management Plan	Prior to commencement of operation Part of the Operation Environmental Management Plan	Approval
B139	Monitoring Report for Mechanical Plant	Within two months of commencement of operation of the IMT facility and occupation of each tenancy	Information
B140	Site Operational Noise Monitoring	Within 12 months of operation of the intermodal terminal facility; occupation of the first warehouse, 50% occupation of the site and 100% occupation of the site, or as otherwise agreed by the Planning Secretary	Information
B140	Site Operational Noise Report	Within 60 days of completion of noise monitoring	Information
B141	Rail Noise Monitoring System	Prior to commencement of operation	Publication
B142	Rail noise monitoring locations	Prior to commencement of operation	Approval
B143	Rail Noise Monitoring Report	Annually for a period of 5 years from commencement of operation, or as otherwise agreed by the Planning Secretary	Information
<i>Heritage</i>			

Condition	Report/ Notification/ Appointments	Timing	Purpose
B144	Aboriginal Sites Salvage Strategy	Prior to impacts on Aboriginal objects and sites	Information
B147	Aboriginal Cultural Heritage Salvage Report	Within 12 months after completion of salvage works	Information
B148	Aboriginal Cultural Heritage Management Plan	Prior to recommencement of works in the vicinity of an Aboriginal object or Aboriginal Place	Approval
<i>Biodiversity</i>			
B152	Koala Management Plan	Prior to vegetation clearing	Approval
B154	Construction Flora and Fauna Management Plan	Prior to vegetation clearing Part of the Construction Environmental Management Plan	Approval
B160	Operational Flora and Fauna Management Plan	Prior to commencement of operation Part of the Operation Environmental Management Plan	Approval
<i>Contamination and Remediation</i>			
B164	Contamination Management Plan (vegetated areas)	Prior to native vegetation clearing for the purposes of remediation under MPW Stage 1 (SSD 5066)	Approval
B167	Remediation Validation Report	Prior to commencement of construction (other than native vegetation clearing for the purposes of remediation under MPW Stage 1)	Information
B169	Site Audit Report and a Site Audit Statement A for the entire project site (completion of remediation under MPW Stage 1 SSD 5066)	Prior to commencement of construction (other than native vegetation clearing for the purposes of remediation under MPW Stage 1) <i>Cannot be staged</i>	Information
B171	Site Audit Report and a Site Audit Statement A for the entire project site area (completion of fill importation under this consent)	Prior to commencement of permanent built surface works	Information
B172	Long Term Environmental Management Plan Where remediation outcomes for the site require long term environmental management	Prior to commencement of construction (other than vegetation removal)	Information
<i>Unexpected Finds</i>			

Condition	Report/ Notification/ Appointments	Timing	Purpose
B175	Unexpected Finds Protocol(s)	Prior to commencement of construction Part of the Construction Environmental Management Plan	Approval
<i>Hazards and Risks</i>			
B179	Pre-Occupation Report (dangerous goods)	Prior to occupation of each premises and each new occupation	Information
<i>Bushfire Management</i>			
B191	Updated Bushfire Risk Management Plan	Prior to construction of permanent built surface works	Information
<i>Emergency Response</i>			
B194	Emergency Response Plan	Prior to construction and operation	Information
B195	Operational Bushfire Emergency and Evacuation Plan	Prior to occupation	Information
<i>Freight Village and Warehouse Tenancy Activities</i>			
B196	Tenant Activities	Prior to occupation and each new occupation	Information
Part C — Environmental Management, Reporting and Auditing			
C2	Construction Environmental Management Plan (CEMP)	Prior to commencement of construction	Approval
C5	Operational Environmental Management Plan (OEMP)	Prior to commencement of operation	Approval
C14	Compliance Monitoring and Reporting Program	Six weeks before the date notified for the commencement of construction and operation	Information
C14	Compliance Reports	At the frequency detailed in the Compliance Monitoring and Reporting Program, as derived in accordance with the requirements of the Department's <i>Compliance Reporting Post Approval Requirements</i> (2018)	Information
C16	Independent Audit Program	One month before the date notified for the commencement of construction and operation	Information

Condition	Report/ Notification/ Appointments	Timing	Purpose
C18	Independent Audits	At the frequency detailed in the Independent Audit Program, as derived in accordance with the requirements of the Department's <i>Independent Audit Post Approval Requirements</i> (2018)	Information

PART A ADMINISTRATIVE CONDITIONS

OBLIGATION TO MINIMISE HARM TO THE ENVIRONMENT

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

COMPLIANCE

- A2. The Applicant must ensure that all of its employees, contractors (and their sub-contractors) are made aware of, and are instructed to comply with, the conditions of this consent relevant to activities they carry out in respect of the development.

TERMS OF CONSENT

- A3. The development may only be carried out:
- (a) in compliance with the conditions of this consent;
 - (b) in accordance with all written directions of the Planning Secretary;
 - (c) in accordance with the EIS, Response to Submissions (RtS) and Consolidated assessment clarification responses; and
 - (d) in accordance with the management and mitigation measures in **Appendix 2**.
- A4. Consistent with the requirements in this consent, the Planning Secretary may make written directions to the Applicant in relation to:
- (a) the content of any strategy, study, system, plan, program, review, audit, notification, report or correspondence submitted under or otherwise made in relation to this consent, including those that are required to be, and have been, approved by the Planning Secretary; and
 - (b) the implementation of any actions or measures contained in any such document referred to in condition A4(a).
- A5. The conditions of this consent and directions of the Planning Secretary prevail to the extent of any inconsistency, ambiguity or conflict between them and a document listed in **Conditions A3(c) – (d)**. In the event of an inconsistency, ambiguity or conflict between any of the documents listed in **Conditions A3(c) – (d)**, the most recent document prevails to the extent of the inconsistency, ambiguity or conflict.

Note: For the purposes of this condition, there will be an inconsistency between documents if it is not possible to comply with both documents, or in the case of a condition of consent or direction of the Planning Secretary, and a document, if it is not possible to comply with both the condition or direction, and the document.

LIMITS OF CONSENT

Lapsing

- A6. This consent lapses five years after the date from which it operates, unless the development has physically commenced on the land to which the consent applies before that date.

Construction Limits

- A7. Only VENM, ENM, or other imported fill material approved in writing by EPA is to be placed on the site.
- A8. The total volume of uncompacted fill to be imported must not exceed 1,600,000 m³.
- A9. Importation of imported fill must not exceed a total of 22,000 m³ of material per day across this development and MPE Stage 2 (SSD 7628) on the same day.
- A10. No construction (including clearing and maintenance access) is permitted within the riparian corridor except for that identified on the revised drawings approved under **Condition B2** and activities associated with vegetation and stormwater management.
- A11. No works in the riparian corridor outside the site are permitted under this approval.
- Note:** DPI (Lands) must be consulted on design, approvals and licencing for any works on Crown land for the purposes of discharging stormwater from the site (including scour protection/ erosion control).
- A12. No works are permitted by the Applicant within the RMS (M5 Motorway) land and no impact is permitted on Roads and Maritime drainage infrastructure system or on adjoining Roads and Maritime assets, without the consent of the RMS and M5 Motorway Operator (Interlink).

Operational Limits

- A13. The container freight throughput for MPW must not exceed 500,000 TEU p.a.

- A14. Containers that are transferred between the site and Port Botany must be transferred by rail, unless there is planned track maintenance or where unforeseen circumstances have occurred (e.g. an incident, breakdown, derailment or emergency maintenance on the rail line).
- A15. The transfer of containers between Port Botany and the intermodal terminal facility must not commence until the rail connection to the Southern Sydney Freight Line is operational.
- A16. The maximum GFAs for the following uses apply:
- (a) 215,000m² for the warehousing and distribution facilities; and
 - (b) 800m² for the freight village.
- A17. The warehousing and distribution facilities must only be used for activities associated with freight using the either the MPE or MPW rail intermodal terminal.
- A18. Notwithstanding **Condition A17**, movements of containers between a rail intermodal terminal on either MPE and MPW site, and a warehouse on either the MPE or MPW site, are permitted where those movements are also approved for MPE.
- A19. For the avoidance of doubt, nothing in this consent permits:
- (a) the occupation or use of a warehouse and/or distribution facility on the site before the commencement of operation of either the MPE or MPW rail intermodal terminal; or
 - (b) truck-to-truck movements.
- A20. Freight village tenants and occupations are restricted to those activities that provide:
- (a) ancillary support for the development, its tenants, worker population and visitors;
 - (b) a nexus with activities undertaken in relation to the warehouse, logistics functions of the IMT development and/ or;
 - (c) provide aligned services to the intermodal functions.

ACCESS FOR PEOPLE WITH A DISABILITY

- A21. The siting, design and construction of premises available to the public are to ensure an appropriate level of accessibility so that all people can enter and use these premises. Access is to meet the requirements of the *Disability Discrimination Act 1992*, relevant Australian Standards and Building Code of Australia (BCA).

DEMOLITION

- A22. All demolition must be carried out in accordance with *Australian Standard AS 2601-2001 The Demolition of Structures* (Standards Australia, 2001).

STRUCTURAL ADEQUACY

- A23. All new buildings and structures, and any alterations or additions to existing buildings and structures, that are part of the development, must be designed and constructed in accordance with the relevant requirements of the BCA.

Note:

- 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.

EXTERNAL WALLS AND CLADDING

- A24. The external walls of all buildings including additions to existing buildings must comply with the relevant requirements of the BCA.
- A25. Before the issue of a Construction Certificate and an Occupation Certificate, the Applicant must provide the Certifying Authority with documented evidence that the products and systems proposed for use or used in the construction of external walls including finishes and claddings such as synthetic or aluminium composite panels comply with the requirements of the BCA.
- A26. The Applicant must provide a copy of the documentation given to the Certifying Authority under **Condition A25** to the Planning Secretary within seven days after the Certifying Authority accepts it.

APPLICABILITY OF GUIDELINES

- A27. References in the conditions of this consent to any guideline, protocol, Australian Standard or policy are to such guidelines, protocols, Standards or policies in the form they are in as at the date of this consent.

However, consistent with the conditions of this consent and without altering any limits or criteria in this consent, the Planning Secretary may, when issuing directions under this consent in respect of ongoing monitoring and management obligations, require compliance with an updated or revised version of such a guideline, protocol, Standard or policy, or a replacement of them.

EVIDENCE OF CONSULTATION

- A28. Where conditions of this consent require consultation with an identified party, the Applicant must:
- (a) consult with the relevant party prior to submitting the subject document to the Planning Secretary for approval; and
 - (b) provide details of the consultation undertaken in the document submitted to the Planning Secretary including:
 - (i) the outcome of that consultation, matters resolved and unresolved (and the justification for matters remaining unresolved); and
 - (ii) details of any disagreement remaining between the party consulted and the Applicant and how the Applicant has addressed the matters not resolved.

COMMUNITY CONSULTATIVE COMMITTEE

- A29. Before the commencement of construction, a Community Consultative Committee (CCC) must be established for the development in accordance with the Department's *Community Consultative Committee Guidelines: State Significant Projects* (2019). The CCC must begin to exercise functions in accordance with such Guidelines before the commencement of construction and continue to do so for the duration of construction, upgrading and operation and for at least six months following the completion of decommissioning.
- A30. The Planning Secretary may consider a request to expand an existing MPW or MPE CCC to cover the development and to satisfy **Condition A29**.

COMMUNITY COMMUNICATION

- A31. A **Community Communication Strategy** must be prepared and submitted to the Planning Secretary for approval no later than one month before the commencement of construction. The Community Communication Strategy is to provide mechanisms to facilitate communication between the Applicant, the Council(s) and the community (including adjoining affected landowners and businesses, and others directly impacted by the development). The Community Communication Strategy must:
- (a) assign a central contact person to keep the nearby sensitive receivers regularly informed throughout the development;
 - (b) detail the mechanisms for regularly consulting with the local community throughout the development, such as holding regular meetings to inform the community of the progress of the development and report on environmental monitoring results;
 - (c) detail a procedure for consulting with nearby sensitive receivers to schedule high noise generating works, vibration intensive activities or manage traffic disruptions;
 - (d) include contact details for key community groups, relevant regulatory authorities, Registered Aboriginal Parties and other interested stakeholders; and
 - (e) include a complaints procedure for recording, responding to and managing complaints, including:
 - (i) email, toll-free telephone number and postal addresses for receiving complaints,
 - (ii) advertising the contact details for complaints before and during operation, via the local newspaper and through on-site signage,
 - (iii) a complaints register to record the date, time and nature of the complaint, details of the complainant and any actions taken to address the complaint, and
 - (iv) procedures for the resolution of any disputes that may arise during the course of the development.
- A32. The Applicant must:
- (a) not commence Construction until the Community Communication Strategy has been approved by the Planning Secretary.
 - (b) implement for the Community Communication Strategy for the duration of construction and for 12 months following the commencement of operation.

ENVIRONMENTAL REPRESENTATIVE

- A33. Works must not commence until an Environmental Representative (ER) has been approved by the Planning Secretary and engaged by the Applicant.
- A34. The Planning Secretary's approval of an ER must be sought no later than one month before the commencement of works, or within another timeframe agreed with the Planning Secretary.
- A35. The proposed ER must be a suitably qualified and experienced person who was not involved in the preparation of the EIS, Response to Submissions and any other supporting information submitted as part of applications for either MPW or MPE, and is independent of the construction and design personnel for the project and those involved in delivery of it.

Note: *Should the requirements of the conditions of this consent be satisfied, an ER approved for MPE and MPW development may also be considered for approval for the development.*

- A36. The Applicant may engage more than one ER for the development, in which case the functions to be exercised by an ER under the terms of this approval may be carried out by any ER that is approved by the Planning Secretary for the purposes of the development.
- A37. For the duration of the works until 6 months after the commencement of operation (or staged operation), or as agreed with the Planning Secretary, the approved ER must:
- (a) receive and respond to communication from the Planning Secretary in relation to the environmental performance of the development;
 - (b) consider and inform the Planning Secretary on matters specified in the terms of this consent;
 - (c) consider and recommend to the Applicant any improvements that may be made to work practices to avoid or minimise adverse impact to the environment and to the community;
 - (d) review documents required under this consent and any other documents that are identified by the Planning Secretary, to ensure they are consistent with requirements in or under this consent and if so:
 - (i) make a written statement to this effect before submission of such documents to the Planning Secretary (if those documents are required to be approved by the Planning Secretary); or
 - (ii) make a written statement to this effect before the implementation of such documents (if those documents are required to be submitted to the Planning Secretary/ Department for information or are not required to be submitted to the Planning Secretary/ Department);
 - (e) regularly monitor the implementation of the documents required under this consent to ensure implementation is being carried out in accordance with the document and the terms of this consent;
 - (f) as may be requested by the Planning Secretary, help plan, attend or undertake audits of the development commissioned by the Department including scoping audits, programming audits, briefings, and site visits, but not Independent Audits required under **Condition C18** of this consent;
 - (g) as may be requested by the Planning Secretary, assist the Department in the resolution of community complaints; and
 - (h) assess the impacts of **minor ancillary facilities** comprising lunch sheds, office sheds and portable toilet facilities as required by **Condition A40** of this consent;
 - (i) consider any minor amendments to be made to the CEMP or CEMP sub-plans that require updating, or amendments of an administrative nature, and are consistent with the conditions of this consent and the most recent version of the CEMP or CEMP sub-plan approved by the Planning Secretary, and if satisfied that such an amendment is necessary, approve the minor amendment; and
 - (j) prepare and submit to the Planning Secretary and other relevant regulatory agencies, for information, an **Environmental Representative Monthly Report** providing the information set out in the Department's *Environmental Representative Protocol* (2018) under the heading "Environmental Representative Monthly Reports." The Environmental Representative Monthly Report must be submitted within seven calendar days following the end of each month for the duration of the ER's engagement for the development, or as otherwise agreed with the Planning Secretary.
- A38. The Applicant must provide all documentation requested by the ER in order for the ER to perform their functions specified in **Condition A37** (including preparation of the ER monthly report), as well as:
- (a) the complaints register (to be provided on a monthly basis); and
 - (b) a copy of any assessment carried out by the Applicant of whether proposed work is consistent with the consent (which must be provided to the ER before the commencement of the subject work).
- A39. The Planning Secretary may at any time commission an audit of an ER's exercise of its functions under **Condition C20**. The Applicant must:
- (a) facilitate and assist the Planning Secretary in any such audit; and
 - (b) make it a term of their engagement of an ER that the ER facilitate and assist the Planning Secretary in any such audit.

MINOR FACILITIES

- A40. **Minor ancillary facilities**, including lunch sheds, office sheds, portable toilet facilities, and the like, can be established where they satisfy the following criteria:
- (a) are located within the construction boundary; and
 - (b) have been assessed by the ER to have:

- (i) minimal amenity impacts to surrounding residences and businesses, after consideration of matters such as compliance with the *Interim Construction Noise Guideline (DECC, 2009)*, traffic and access impacts, dust and odour impacts, and visual (including light spill) impacts, and
- (ii) minimal environmental impact with respect to waste management and flooding, and
- (iii) no impacts on biodiversity, soil and water, and heritage items beyond those already approved under other terms of this approval.

SUBMITTING, STAGING, COMBINING AND UPDATING STRATEGIES, PLANS OR PROGRAMS

- A41. Unless stated otherwise, the Applicant must submit strategies, plans and programs required under this consent to the Planning Secretary at least one month prior to commencement of construction or operation.
- A42. Unless stated otherwise in this consent, the Applicant with the approval of the Planning Secretary may:
- (a) prepare and submit any strategy, plan or program required by this consent as part of the construction or operational environmental management plan on a staged basis;
 - (b) combine any strategy, plan or program required by this consent (if a clear relationship is demonstrated between the strategies, plans or programs that are proposed to be combined); and
 - (c) update any strategy, plan or program required by this consent (to ensure the strategies, plans and programs required under this consent are updated on a regular basis and incorporate additional measures or amendments to improve the environmental performance of the development).
- Note:** Documents that cannot be staged include Development Layout Drawings required under **Condition B2**, and Stormwater Design Development Report and Revised Stormwater System Design Drawings and supporting documentation required under **Condition B4**, and Site Audit Statement required under **Condition B169**.
- A43. If approved by the Planning Secretary, updated strategies, plans or programs supersede the previous versions of them and must be implemented in accordance with the condition that requires the strategy, plan or program.

STAGING OF CONSTRUCTION

- A44. Prior to the commencement of construction, a **Staging Report** must be submitted to the Planning Secretary for approval where it is proposed to construct and operate warehousing in sub-stages. The Staging Report must include:
- (a) the revised Development Layout Drawings required under **Condition B2**;
 - (b) detailed drawings showing warehouses, estate infrastructure and landscaping to be delivered in each sub-stage, and how each sub-stage of estate infrastructure and landscaping connects to other sub-stages including the intermodal terminal facility;
 - (c) details of how the development will relate to concurrent construction on MPE as described in the construction program included in the approved Construction Environmental Management Plan for MPE Stage 2 (SSD 7628);
 - (d) general timing of construction sub-stages that impact upon the timing of the development subject of this consent; and
 - (e) details of the relevant conditions of the Concept Approval (5066) and of this consent that would apply to each sub-stage.
- Note:** *The Staging Report will need to be amended with any approved version update of the MPE Stage 2 CEMP.*
- A45. Prior to the commencement of operation of each warehousing sub-stage, evidence must be provided to the satisfaction of the Planning Secretary that all estate infrastructure, including internal estate roads, bushfire protection infrastructure, utilities, drainage and stormwater quality infrastructure, has been constructed to the extent required to service the sub-stage.

Note: *These conditions do not relate to staged development within the meaning of section 83B of the EP&A Act.*

NOTIFICATION OF COMMENCEMENT

- A46. The date of commencement of each of the following phases of the development must be notified to the Department in writing, at least 2 weeks before that date:
- (a) any work;
 - (b) vegetation clearing required to conduct remediation;
 - (c) remediation;
 - (d) low impact works;
 - (e) construction;
 - (f) operation;
 - (g) cessation of operations; and
 - (h) decommissioning.

- A47. If the construction, operation or decommissioning of the development is to be staged, the Department must be notified in writing at least 2 weeks before the commencement of each stage, of the date of commencement and the development to be carried out in that stage.

UTILITIES AND PUBLIC INFRASTRUCTURE

- A48. The Applicant must engage a suitably qualified person to prepare a **Pre-construction Dilapidation Report** prior to the commencement of construction. This report must detail the structural condition of:

- (a) local public roads likely to be used by the development's construction traffic;
- (b) local public roads, cycleways, footpaths and utility services likely to be impacted by construction works; and
- (c) off-site private land or access to off-site private land likely to be impacted by construction works.

The report must be submitted to the satisfaction of the Certifying Authority and a copy is to be forwarded to Campbelltown City Council, Liverpool City Council, RMS, any affected private landowner, and the Planning Secretary.

- A49. Before the commencement of construction, the Applicant must consult with the relevant owner and provider of utility services and public infrastructure that are likely to be affected by the development to make suitable arrangements for access to, diversion, protection, support or relocation of the affected utility services and infrastructure.
- A50. Unless the Applicant and the applicable owner/ authority agree otherwise, the Applicant must:
- (a) repair, or pay the full costs associated with repairing, any utility service or public infrastructure that is damaged by carrying out the development;
 - (b) relocate, or pay the full costs associated with relocating, any utility service or public infrastructure that needs to be relocated as a result of the development (including the road upgrades specified in **Table 1**); and
 - (c) provide for ongoing maintenance.

Note: *This condition does not apply to any damage to roads caused as a result of general road usage or otherwise addressed by contributions required by conditions of this consent.*

- A51. Before the commencement of operation of the development, the Applicant must obtain a Compliance Certificate for water and sewerage infrastructure servicing of the site under section 73 of the *Sydney Water Act 1994*.

Telecommunications

- A52. Before the issue of an Occupation Certificate for the development, the Applicant is to provide evidence, satisfactory to the Certifying Authority, that arrangements have been made for:
- (a) the installation of fibre-ready facilities to all individual lots and/ or premises to enable fibre to be readily connected to any premises that is being or may be constructed on those lots; and
 - (b) the provision of fixed-line telecommunications infrastructure in the fibre-ready facilities to all individual lots and/ or premises demonstrated through an agreement with a carrier.
- A53. The Applicant must demonstrate that the carrier has confirmed in writing they are satisfied that the fibre ready facilities are fit for purpose.

METEOROLOGICAL MONITORING

- A54. Prior to the commencement of any works, and for the life of the development, the Applicant must ensure that there is a suitable meteorological station operating on the site or within the vicinity of the site that:
- (a) complies with the requirements in the latest version of EPA's *Approved Methods for Sampling of Air Pollutants in New South Wales* (DEC, 2016) (as may be updated or replaced from time to time); and
 - (b) is capable of continuous real-time measurement of atmospheric stability category determined by the sigma theta method in accordance with the *NSW Noise Policy for Industry* (NPI, EPA, 2017) (as may be updated or replaced from time to time).

WORKS AS EXECUTED PLANS

- A55. All detailed design drawings required to be submitted under this consent must be at or above 50% design completion, with the percentage design stated on the drawings.
- A56. Before the issue of the final Occupation Certificate, works-as-executed drawings signed by a registered surveyor confirming that the stormwater drainage (water quality and detention infrastructure), road ways, parking and finished ground levels have been constructed as approved, must be submitted to the Certifying Authority.

DEVELOPMENT CONTRIBUTIONS

Council Contributions

- A57. Prior to the issue of a Construction Certificate for any part of the development, the Applicant must pay a monetary levy of 1% of the development Capital Investment Value (\$5,330,000) or other amount agreed to by Liverpool City Council for transport, drainage, community facilities, administration and professional and legal fees pursuant to section 7.13(2) of the EP&A Act.

Road Upgrades

- A58. The Applicant must provide all monetary contributions and/ or works-in kind as relevant to the site, in accordance with the Voluntary Planning Agreement entered into between RMS and Qube RE Services (No. 2) Pty Limited in its capacity as the trustee of the Moorebank Industrial Terminals Asset Trust, Moorebank Industrial Terminals Operations Trust and Moorebank Industrial Warehouse Trust and executed on 25 March 2019 (VPA).

ADVISORY NOTE

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

PART B KEY ENVIRONMENTAL ISSUES

DEVELOPMENT LAYOUT

- B1. Notwithstanding the requirements of **Conditions B2 and B4**, the Applicant may import and stockpile 160,000m³ of fill prior to finalisation of the **Development Layout Drawings, Stormwater Design Development Report, Revised Stormwater System Design Drawings** and **supporting documentation**, provided no vegetation removal is required and fill is stockpiled in previously cleared areas.
- B2. Prior to commencement of construction, the Applicant must submit revised **Development Layout Drawings** to the Planning Secretary for approval. The revised Development Layout Drawings must be at a scale of approximately 1:2000 at A1 showing the key development elements including but not limited to estate infrastructure, internal roads, warehouse and associated carpark footprints, the freight village, intermodal terminal facility including the truck waiting area and emergency truck storage area, rail line and rail line vehicle access roads. The revised **Development Layout Drawings** must show the site, construction and operational boundaries and demonstrate:
- (a) provision of a riparian corridor, comprising the following:
 - (i) a buffer zone to the most inland of:
 - 40 metres from the top of bank, as surveyed by a registered surveyor, or
 - the 1% AEP flood extent, excluding the localised depression at the existing major east-west drainage channel, and
 - (ii) an additional 10 metre extension to the buffer zone established in (i) above, where native vegetation is located on or within 10 metres east of the buffer;
 - (b) the siting of biofiltration/ bioretention areas and OSD basins (with the exception of outlets to the Georges River and associated maintenance access) are outside the riparian corridor and outside the warehouse footprints;
 - (c) no construction or operation works would take place inside biodiversity offset areas;
 - (d) compliance with the landscaped setbacks specified in **Condition B63**;
 - (e) compliance with the percentage of landscaped area specified in **Condition B68(a)** within the warehouse and freight village area and truck waiting area and emergency truck storage area to be developed under MPW Stage 2;
 - (f) a setback of 8 to 12 m has been provided around the north, south and western perimeters of the development area to accommodate fill batter slopes of a maximum of 1V in 4H;
 - (g) a minimum 3 m wide maintenance access has been provided between the fill slopes and the riparian corridor, the ABB site and at the southern end of the development area, for ongoing maintenance works;
 - (h) provision of a controlled overland flow path through the MPW Stage 2 site as required under **Condition B11** for conveyance of the major stormwater discharge from the MPE site to the Georges River;
 - (i) identify habitat corridor/s, of adequate dimensions to provide an adequate Koala habitat corridor as supported by a Koala specialist, to provide connectivity both within the Intermodal Precinct area and with other core koala habitat areas, as required under **Condition B152**. The drawings are to show any required connectivity structures and fencing;
 - (j) provision of a corridor between Moorebank Avenue and the Georges River for a possible future pedestrian connection across the Georges River to Casula Railway Station, of a width that would allow the future construction of a shared path that complies with the relevant suggested width set out in the *Guide to Road Design Part 6A: Paths for Walking and Cycling* (Austroads, 2017);
 - (k) the bushfire asset protection requirements are within the development area; and
 - (l) setbacks from the surveyed boundary of Lot 2 DP 32998, Lot 3 DP 32998, and Lot 2 DP 547293.
- B3. To ensure the site will be developed in an integrated manner and that the whole development will comply with the conditions of this consent, submission of the Development Layout Drawings required by **Condition B2** cannot be staged.

SOIL AND WATER

Revised Stormwater System Design

- B4. Prior to the commencement of construction, the Applicant must submit a **Stormwater Design Development Report** and **Revised Stormwater System Design Drawings** and **supporting documentation** to the Planning Secretary for approval.
- B5. The **Stormwater Design Development Report** must document how WSUD principles outlined in **Condition B9** have been incorporated into the design and operation of the development.

- B6. To ensure the site will be developed in an integrated manner and that the whole development will comply with the conditions of this consent, submission of the **Stormwater Design Development Report** and **Revised Stormwater System Design Drawings** and **supporting documentation** required by **Condition B4** cannot be staged.

Stormwater Design Independent Peer Review

- B7. An **Independent Peer Review report** must be submitted with the **Stormwater Design Development Report** and **Revised Stormwater System Design Drawings** and **supporting documentation**.

- B8. The review must:

- (a) include a review of the numerical models used to develop the revised stormwater design;
- (b) be undertaken by a technical expert, approved by the Planning Secretary, with over 15 years of experience in stormwater, flooding and water quality in NSW, including Water Sensitive Urban Design (WSUD), and not previously involved in preparation of drainage, flooding or hydrological designs or assessments for either MPW or MPE, or construction of either MPW or MPE; and
- (c) include an assessment of the Revised Stormwater System Design Drawings and supporting documentation against all relevant conditions, stating whether the condition has been satisfied, and comments justifying the position.

Note: *The revised Stormwater System Design Drawings and supporting documentation will not be accepted until all the conditions have been accepted to the satisfaction of, and justified by, the peer reviewer.*

Water Sensitive Urban Design

- B9. The revised stormwater system design, to be detailed in the **Stormwater Design Development Report** and **Revised Stormwater System Design Drawings** and **supporting documentation**, must be consistent with the objectives and principles set out in the NSW Office of Water's Guidelines for Controlled Activities and incorporate water sensitive urban design principles outlined in relevant Council policies, plans, guidelines and specifications and RMS's Water Sensitive Urban Design Guideline 2017, including:
- (a) treating stormwater as a resource;
 - (b) mimicking natural processes in the control of stormwater;
 - (c) integrating drainage infrastructure and landscaping;
 - (d) managing water in a sustainable manner through considering the complete water cycle; and
 - (e) considered design, construction and maintenance to minimise impacts on the natural water cycle.
- B10. The Applicant must submit revised drawings and supporting documentation to the Planning Secretary for approval, in accordance with the design principles and design criteria listed in **Conditions B11 to B22**.

Piped Stormwater Drainage and Overland Flow Paths

- B11. The stormwater system must be designed to:
- (a) convey flows up to and including the 10% AEP event within the formal piped drainage system, with flows from the 10% AEP to the 1% AEP event conveyed in controlled overland flow paths; and
 - (b) provide adequate overland flow paths in the event of stormwater system blockages and flows in excess of the 1% ARI rainfall event.

On-site Detention

- B12. On-site detention (OSD) must attenuate peak flows from the development such that both the:
- (a) 1 in 1 year ARI event post development peak discharge rate is equivalent to the pre-development (un-developed catchment) 1 in 1 year ARI event; and
 - (b) 1 in 100 year ARI event post development peak discharge rate is equivalent to the pre-development (un-developed catchment) 1 in 100 year ARI event.
- B13. OSD basins must:
- (a) be visually unobtrusive and sit within the final landform and landscaping;
 - (b) ensure public safety by incorporation of 'safer by design' principles; and
 - (c) have all sides with a maximum batter slope of 1V:4H.

Stormwater Quality

- B14. All stormwater quality elements are to be modelled in MUSIC as per the NSW MUSIC Modelling Guide.
- B15. The stormwater quality infrastructure must comprise rainwater tanks, gross pollutant traps and biofiltration/bioretenion systems designed to meet the following criteria compared to a base case if there were no treatment systems in place:
- (a) reduce the average annual load of total nitrogen by 45%;

- (b) reduce the average annual load of total phosphorus by 65%; and
 - (c) reduce the average annual load of total suspended solids by 85%.
- B16. All stormwater quality elements must be installed upstream of OSD basins, unless it can be demonstrated to the satisfaction of the Secretary that biofiltration/ bioretention systems within the OSD basins:
- (a) will not suffer damage from design flows;
 - (b) can be maintained to achieve the water quality criteria; and
 - (c) will have adequate solar access ensuring that all bioretention systems are exposed to sunlight at midday on the winter solstice. This assessment is to include surrounding features of OSD basins, including but not limited to actual building heights and full mature height and size of proposed trees, as per the landscape plans.
- B17. The area of biofiltration/ bioretention systems is to be at least 1% of the catchment draining to the system, to ensure there is no short-circuiting of the system.
- B18. Bioretention systems which are greater than 1,000 m² in area, are to be divided into cells with no individual cell greater than 1,000 m².
- B19. All filter media used in stormwater treatment measures must:
- (a) be loamy sand with an appropriately high permeability under compaction and must be free of rubbish, deleterious material, toxicants, declared plants and local weeds, and must not be hydrophobic;
 - (b) have an hydraulic conductivity = 100-300 mm/hr, as measured using the ASTM F1815-06 method;
 - (c) have an organic matter content less than 5% (w/w); and
 - (d) be provided adequate solar access, considering the design and orientation of OSD basins.

Stormwater Outlet Structures

- B20. Discharge of stormwater from the development must not cause scour/ erosion of the banks or bed, or pollution of the Georges River or Anzac Creek.

Note: *Pollution of waters as defined under section 120 of the POEO Act.*

- B21. Outlet structures for the discharge of site stormwater drainage to the Georges River, Anzac Creek, external drainage or natural drainage lines must be constructed of natural materials to minimise erosion, facilitate natural geomorphic processes and include vegetation as necessary (gabion baskets and gabion mattresses are not acceptable).
- B22. Outlet structures must ensure habitat connectivity and wildlife movement is maintained along the Georges River riparian corridor.

Stormwater System Design Drawings

- B23. The Revised Stormwater System Design Drawings and supporting information to be submitted under **Condition B4** must include the details specified in **Conditions B24 to B28**.
- B24. Drawings must show:
- (a) all information on a drainage catchment plans and a schedule of stormwater drainage elements (pipe lines and structures). Drainage drawing documentation is to be in accordance with the requirements detailed in Liverpool Council's Development Design Specification "D5 – Stormwater drainage design" clauses D5.22 and D5.24;
 - (b) location and width of controlled overland flow paths;
 - (c) maximum design flow levels to AHD;
 - (d) maintenance access to each on OSD basin; and
 - (e) the integration with MPE Stage 1 and MPE Stage 2 stormwater infrastructure including:
 - (i) stormwater infrastructure on the MPW site that is intended to convey (pipes or overland flow paths) or treat or detain stormwater from MPE Stage 1 and MPE Stage 2, and/ or
 - (ii) drawings demonstrating that stormwater detention and treatment infrastructure has been provided for and approved under MPE Stage 1 and MPE Stage 2 for western draining MPE catchments.
- B25. All stormwater quality elements are to be detailed in the drawings including:
- (a) general arrangement plans at 1:500 and detailed plans as required at 1:200, showing system layout with key features including pipe arrangement with pipe sizes, diversion structure, high flow bypass, pre-treatment system, inlets, outlets, underdrainage, and maintenance vehicular access. The plans must show how the bioretention system will achieve separate cells of a maximum area of 1000 m² with flow splitting;

- (b) long and cross sections showing key features and levels including liner (base level of bioretention system), submerged zone level, drainage layer, transition layer, filter surface level, extended detention level, bund/ embankment level, and level of detention storage;
- (c) pipe long sections, including invert levels, pipe sizes;
- (d) details of key structures including diversion, pre-treatment system (make/ model), inlets, outlets;
- (e) landscape plan including plant species;
- (f) specification of filter media; and
- (g) shadow diagrams, including surrounding features of OSD basins, actual building heights and full size of proposed trees, as per the landscape plans.

B26. Stormwater outlet drawings must show:

- (a) material type, size, thickness, with accompanying hydraulic calculations demonstrating the achievement of relevant stability thresholds;
- (b) design arrangement including longitudinal sections, cross sections and typical arrangements;
- (c) typical arrangements including details of any liners, keying into bed/ banks and filter material; and
- (d) the tie in with the receiving water normal water level and/ or seasonal low flow levels.

Stormwater System Design Supporting Documentation

B27. As part of the **supporting documentation** required under **Condition B4**, the Applicant must document the sequence of construction, including interim drainage solutions, for:

- (a) the drainage line from MPE to the Georges River;
- (b) the northern portion of MPW, including infilling, OSD basins, transition of sedimentation basins to OSD basins; and
- (c) the southern portion of MPW, including infilling, OSD basins, transition of sedimentation basins to OSD basins.

B28. As part of the **supporting documentation** required under **Condition B4**, outlet structure investigations and design inputs must be submitted to the Planning Secretary, including:

- (a) subsurface/ geotechnical assessment identifying underlying foundation conditions;
- (b) hydraulic modelling;
- (c) hydraulic calculations for stormwater outlet structures demonstrating achievement of relevant stability thresholds; and
- (d) design specifications including schedule of drainage elements (eg. rock sizes, and structures).

Construction Erosion and Sediment Control

B29. Prior to commencement of construction, the Applicant must prepare a **Soil and Water Management Plan (SWMP)** in accordance with the requirements of *Managing Urban Stormwater - Soils and Construction Volume 1 (Landcom 2004)* and submit it to the Planning Secretary for approval. The SWMP must be certified by a Certified Professional in Erosion and Sediment Control (CPESC) that it is fit for purpose, addresses the constraints posed by site conditions and complies with statutory requirements. The CPESC must have demonstrated experience in the identification, management and mitigation of erosion and sedimentation in dispersive and non-cohesive soils and be approved by the Planning Secretary.

B30. The **SWMP** must form part of the **CEMP** required by **Condition C2** and, in addition to the general management plan requirements listed in **Condition C1**, the SWMP must include, but not be limited to:

- (a) erosion and sediment control hazard assessment that includes:
 - (i) monthly rainfall erosivity,
 - (ii) flooding liability,
 - (iii) topography,
 - (iv) physical and chemical properties of in-situ and imported soil,
 - (v) sensitivity of the receiving environment;
- (b) management strategies to address the identified erosion and sediment control hazard that consider:
 - (i) statutory and environmental management requirements including:
 - minimising the extent and duration of land disturbance,
 - controlling water movement through and from site,
 - locating sediment basins in areas not subject to local stormwater flooding,
 - minimising soil erosion,
 - maximising sediment retention on site,
 - prompt and progressive stabilisation of disturbed areas,

- (ii) maintenance of drainage, erosion and sediment control measures,
 - (iii) monitoring and adjusting drainage, erosion and sediment control measures to achieve necessary performance standards,
 - (iv) planning for predicted rainfall and winds events and shut down periods;
 - (c) a schedule of construction activities for the development, installation and removal of control measures and temporary and permanent stabilisation works,
 - (d) Erosion and Sediment Control Plans, including:
 - (i) existing and proposed contours and drainage path,
 - (ii) all access points and facilities associated with the development,
 - (iii) limits of disturbance including protected areas and features,
 - (iv) extent of earthworks,
 - (v) areas of cut and fill,
 - (vi) location of all drainage, erosion and sediment control measures including numbering for identification, and
 - (vii) surface water monitoring locations;
 - (e) specific operating procedures such as dewatering and the treatment of water and sediment collected in basins; and
 - (f) details on methods of temporary and permanent slope stabilisation to adjacent lands (including the riparian corridor).
- B31. Erosion and Sediment Control Plans must be updated as construction progresses and site conditions change.
- B32. The CPESC must undertake monthly inspections during construction, report on implementation of the SWMP and recommend any improvements to the SWMP and site control measures. The CPESC's report must be provided to the Planning Secretary monthly for the duration of construction or another time period as agreed by the Planning Secretary.
- B33. All temporary construction stage erosion and sediment control infrastructure that is intended to be converted to permanent stormwater quality or on-site detention infrastructure must be constructed in accordance with the revised stormwater design drawings approved by the Planning Secretary under **Condition B4**.
- B34. Conversion of construction stage erosion and sediment control infrastructure into permanent stormwater quality or on-site detention infrastructure must only occur once the civil works (roads and drainage) have been completed for the associated site subcatchment.
- B35. Where construction of sediment basins and stormwater outlet works (including clearing, scour protection/ erosion control) are to be undertaken outside the site on Crown land (being the banks and bed of the Georges River), design those works must be prepared with the input of an aquatic ecologist, and evidence of DPI (Crown Lands) approval is to be provided to the Planning Secretary prior to commencement of construction. Details of finished works are to be submitted to DPI (Crown Lands) for information.

Stormwater Infrastructure Operation and Maintenance Plan

- B36. Prior to commencement of operation, the Applicant must prepare a **Stormwater Infrastructure Operation and Maintenance Plan** to manage the operation and maintenance of stormwater infrastructure on-site and off-site, to the satisfaction of the Planning Secretary. The plan must form part of the OEMP required under **Condition C5** and must be implemented for the life of the assets and must include provision for:
- (a) the management and maintenance of the assets, including evidence that a maintenance contract is in place with a reputable and experienced maintenance contractor;
 - (b) quarterly inspections, and inspections after major rainfall events including scour/ bank protection structures;
 - (c) schedule for routine checking (at least quarterly), cleaning and servicing of all water quality devices/ systems in accordance with the manufacturer's and/ or designer's recommendations;
 - (d) maintenance of records of all maintenance activities undertaken;
 - (e) preparing quarterly maintenance reports, detailing the results of quarterly inspections, inspections after major rainfall events, and maintenance activities;
 - (f) recording results of water quality monitoring required under **Condition B38**;
 - (g) investigation, management and mitigation of water quality target exceedances;
 - (h) requiring annual independent auditing; and
 - (i) procedures for submission of the quarterly maintenance reports and annual independent audit reports to the Planning Secretary, including the results of inspections, management and maintenance actions and water quality monitoring.

- B37. In addition to the requirements for independent environmental audits under **Conditions C16 to C18**, the annual audit of the stormwater quality system must be undertaken by a suitably qualified professional with demonstrable experience in WSUD. The audit is to verify the condition of the treatment system(s), verify and document that the system(s) is working as intended, verify the system(s) has been cleaned adequately, verify there is no excessive build-up of material in the system(s) and identify any issues with the treatment system(s) which require rectification for the system(s) to adequately perform its intended function.

Stormwater Quality Monitoring

- B38. Prior to commencement of operation, the Applicant must prepare a **Stormwater Quality Monitoring Program** in consultation with Council and the EPA. The program must form part of the OEMP required under **Condition C5**, be implemented for the life of the development and include the following:
- (a) base line water quality data;
 - (b) monitoring parameters;
 - (c) water quality assessment criteria;
 - (d) receiving water quality monitoring sites in Anzac Creek and upstream and downstream of the site in the Georges River;
 - (e) monitoring of water quality at sediment basin/ on-site detention/ bioretention basin outlet channels and piped outlets discharging to the Georges River;
 - (f) frequency of sampling, including wet weather sampling;
 - (g) method of sampling and analysis;
 - (h) assess water quality and quantity performance for construction discharges and ongoing stormwater discharges from the development to ensure protection of the desired ecological values of Anzac Creek; and
 - (i) include sampling locations and the frequency of sampling including wet weather sampling.

Acid Sulfate Soils Management

- B39. An **Acid Sulfate Soils Management Plan** must be developed consistent with the Acid Sulfate Soils Manual and must:
- (a) deal with the unexpected discovery of actual or potential acid sulfate soils; and
 - (b) include procedures for the investigation, handling, treatment and management of such soils and water seepage.

The Plan is to form part of the **CEMP** required by **Condition C2**.

Land Disturbance, Earthworks and Importation of Fill

- B40. The Applicant must:
- (a) keep accurate records of the source, volume and type of fill imported to, and material removed from, the site; and
 - (b) make these records available to the Department or EPA upon request.
- B41. Land disturbance and land filling activities must be undertaken:
- (a) in a phased manner, impacting a maximum contiguous area of 65 hectares at any one time; and
 - (b) with no disturbance (including vegetation clearing) of another area (other than the construction of erosion and sediment control measures and associated drainage for the separation of clean and dirty water) until:
 - (i) a C-factor of 0.05 has been achieved on the previous phase, and
 - (ii) at least 75% of the permanent stabilisation works have been implemented for the previous phase, and
 - (iii) at least 95% all of the permanent stabilisation works on any other previously disturbed area have been implemented.
- B42. Stockpiling of imported fill is not permitted for longer than 6 months before placement.
- B43. Stockpiles must:
- (a) not exceed 10 m in height;
 - (b) be benched over 4 m in height;
 - (c) have maximum of 1V:3H slopes; and
 - (d) be stabilised if not worked on for more than 10 days.
- B44. Placed fill must be stabilised if construction does not commence within 10 days.

- B45. The design of fill batters must ensure stability, mitigate visual impacts, provide for maintenance activities and demonstrate that there are no impacts on adjacent lands, including biodiversity offset areas and the riparian corridor.

AIR QUALITY

Dust Minimisation

- B46. The Applicant must ensure dust emissions generated by the development do not cause exceedances of the following criteria at private property not associated with the development:
- (a) 2 g/m²/month maximum increase in deposited dust level; and
 - (b) 4 g/m²/month maximum deposited dust level.

Prevention of Odours

- B47. The Applicant must ensure the development does not cause or permit the emission of any odour, which may be offensive odour (as defined in the POEO Act) outside of the premises (as defined in the POEO Act).

URBAN HEAT ISLAND MITIGATION (UHIM)

- B48. The Development must be designed and operated to meet Urban Heat Island Mitigation principles and to achieve a 4°C degree decrease in temperature compared to neighbouring industrial developments by including measures such as:
- (a) WSUD elements such as wetlands;
 - (b) shade tree planting;
 - (c) vegetation ground cover;
 - (d) use of 'cool' building and pavement materials (i.e. those with high reflectivity in the infrared spectrum); and
 - (e) green roofs.

ECOLOGICALLY SUSTAINABLE DEVELOPMENT (ESD)

- B49. The Development must be designed and operated to meet ESD principles and include measures such as the following:
- (a) passive solar design;
 - (b) use of energy efficient plant and equipment;
 - (c) use of renewable energy sources;
 - (d) cross-ventilation
 - (e) selection of materials with lower energy manufacturing requirements;
 - (f) use of locally sourced materials to reduce impacts associate with transport;
 - (g) rainwater capture and reuse;
 - (h) water efficient fixtures and fittings; and
 - (i) waste minimisation and recycling.
- B50. The Development must register for a 'design' and 'as built' rating under the Infrastructure Council of Australia (ISCA) rating tool for development infrastructure.
- B51. The Development must be designed and operated to meet minimum 4 star Green Star certification by the Green Building Council of Australia for warehouse design, construction and operation

URBAN DESIGN AND LANDSCAPING

Urban Design Development Report, Revised Landscape Design Drawings and Revised Architectural Drawings

- B52. Prior to commencement of permanent built surface works and/ or landscaping, an **Urban Design Development Report, Revised Landscape Design Drawings and Revised Architectural Drawings** including plans, sections and details and supporting documentation must be submitted to the Planning Secretary for approval.
- B53. The **Urban Design Development Report** must be developed in consultation with the Government Architect NSW (GANSW) and provide detailed objectives for design and operation of the development and define place specific urban design principles incorporating those outlined in **Conditions B48, B49 and B57**. Details of the consultation are to be submitted as part of the **Urban Design Development Report**.
- B54. The revised landscape and architectural drawings and design details must be at a suitable scale (minimum plan view scale of 1:1000 at A1 with sections and details at a minimum scale of 1:200 at A1) to demonstrate:
- (a) how the objectives and principles developed in the **Urban Design Development Report** required under **Condition B53** have been incorporated into the design;
 - (b) the revised warehouse layout in accordance with **Condition B2**; and

- (c) compliance with the criteria specified in **Conditions B59 to B74**.

Urban Design and Landscape Independent Peer Review

B55. An independent peer review report must be submitted with the **Urban Design Development Report** and **Revised Landscape Design Drawings** and **Revised Architectural Drawings** and supporting documentation.

B56. The review must:

- (a) be undertaken by an expert(s) in urban design and landscaping (for example, a member of the State Design Review Panel);
- (b) include an assessment of the **Revised Landscape Design Drawings, Revised Architectural Drawings** and supporting documentation against the objectives and urban design principles established in the Urban Design Development Report and all relevant conditions, stating whether the drawings demonstrate achievement of the objectives and urban design principles and that all relevant conditions of this consent have been satisfied; and
- (c) include comments justifying conclusions reached in the assessment.

Note: *The revised landscape drawings, architectural drawings and supporting documentation will not be accepted until they meet the objectives and design principles and all relevant conditions to the satisfaction of, with justification provided by, the peer reviewer.*

Landscape Design

B57. The **Revised Landscape Design Drawings** must demonstrate a design that generally incorporates the principles outlined in *Better Placed, Greener Places* and the *Green Grid* documents by the NSW Government Architect and the *Western Sydney District Plan* (March 2018) by the Greater Sydney Commission, and:

- (a) provide for visitor and worker amenity;
- (b) incorporate 'safer by design' principles;
- (c) use locally indigenous species;
- (d) be integrated with the stormwater system design set out in the **Revised Stormwater Design Drawings** required under **Condition B4**; and
- (e) mitigate the visual impacts of buildings and infrastructure particularly when viewed from Casula.

Design Criteria

B58. The **Revised Landscape Design Drawings** and **Revised Architectural Drawings** and associated elements must demonstrate a design that meets the design criteria and other requirements listed in **Conditions B59 to B74**.

Staff and Visitor Facilities

B59. Pedestrian and cycle paths must:

- (a) be provided through the site to provide connections to Moorebank Avenue, the rail terminal office and between warehouses and the freight village; and
- (b) integrate with existing and planned footpaths or cycleways in the locality.

B60. Paths must be integrated with landscaping and include meanders to allow for canopy tree clusters and a more varied walking/ riding experience.

B61. The rail terminal office, freight village and each warehouse must include an outdoor meal break area with shade, seating, lighting and landscaping including shrubs and groundcover and canopy trees where reasonable. In addition, the freight village outdoor area(s) must include a water fountain(s) or other fresh drinking water provision.

B62. Secure bicycle parking and end-of-trip facilities must provide:

- (a) a minimum 1 staff bicycle parking per 10 staff (or 1 per 10 car spaces if staff numbers are undetermined);
- (b) compliance with the minimum requirements of AS 2890.3:2015 Parking facilities - Bicycle parking for the layout, design and security of bicycle facilities, and be located in easy to access, well-lit areas that incorporate passive surveillance; and
- (c) under cover bike storage, showers and change facilities at each warehouse sufficient to accommodate the needs of the forecast number of employees.

Landscaping

B63. The following minimum setbacks apply:

- (a) 18 m from Moorebank Avenue with minimum soft landscaped width of 10 m; and
- (b) 5 m setback from the western internal road to warehouse carparks.

Note: *See also Condition B2.*

- B64. Canopy tree planting must be provided around the perimeter of the site, including the southern fill area where future warehousing is proposed.
- B65. The southern fill area where future warehousing is proposed must be topsoiled and hydroseeded with native grasses.
- B66. Perimeter fill batters must be stabilised with vegetation.
- B67. Landscaping within the warehouse area must include dense canopy tree planting, shrubs, sedges, herbs, ground covers and tufted native grasses primarily derived from OEH lists of Cumberland Plain Woodland. The canopy tree mix must include some or all of the following species: *Eucalyptus crebra*, *Eucalyptus moluccana*, *Eucalyptus amplifolia*, *Eucalyptus bosistoana*, *Eucalyptus eugenioides*, *Eucalyptus tereticornis*, *Eucalyptus punctate*, *Eucalyptus baueriana*, *Corymbia maculata*, *Angophora floribunda* and *Angophora bakeri*.
- B68. The following minimum landscaping requirements apply:
- (a) 15% of the warehouse area landscaped at ground level, 10% of which must be soft landscaping, excluding the OSD basins unless they are accepted as contributing to soft landscaping in the peer review report required under **Condition B55**;
 - (b) 1 canopy tree per 30 m² of landscaped area; and
 - (c) a 2.5 m wide landscaped bay every 6-8 car spaces to provide shade within carpark areas or alternative carpark landscaping accepted as providing adequate shade in the peer review report required under **Condition B55**.

Noise Walls, Retaining Walls and Fencing

- B69. Perimeter and on-site detention and biofiltration/ bioretention basin fences higher than 1.2m must be transparent and dark in colour but not constructed of chain wire, to provide visual amenity.
- B70. Boundary fencing design must allow for fauna movement where required under **Condition B152(b)**.
- B71. Screen fencing and planting must be provided around waste bins or other outside storage areas.
- B72. Screen planting must be provided on both sides of noise walls.
- B73. Retaining wall materials and colours must be of a natural appearance and incorporate landscaping.
- B74. Noise barriers must minimise visual and amenity impacts and be designed in accordance with the *Noise wall design guideline – Design guideline to improve the appearance of noise walls in NSW* (RMS, March 2016).

Urban Design and Landscaping Supporting Information

- B75. The following must be included on, or provided with the **Revised Landscape Design Drawings** required under **Condition B52**:
- (a) irrigation systems;
 - (b) planting schedule including tree and shrub species, expected mature height, planting densities and pot sizes;
 - (c) soil specification and depth for landscaped areas in relation to pot sizes and species to ensure the viability of shrubs and trees;
 - (d) landscaping around the southern and northern boundaries of the site; and
 - (e) noise wall, retaining wall and fencing graphics and material details.

Lighting

- B76. Operational lighting must:
- (a) comply with the latest version of AS 4282-1997 - *Control of the obtrusive effects of outdoor lighting* (Standards Australia, 1997); and
 - (b) be designed to reduce light spill and be mounted, screened and directed in such a manner that it does not create a nuisance and minimises visual impacts to surrounding properties, the public road network, the Georges River riparian corridor and the Boot Land.

Signage

- B77. The following signage is not permitted:
- (a) general advertising or moving or flashing signs;
 - (b) west facing illuminated building signage visible from residences; and
 - (c) internally illuminated signs that are visible from residences;
- B78. Signage must not occupy more than 10% of any façade or wall of a building.

Building Floor Levels

- B79. Building floor levels must be a minimum of 150 mm above the maximum design stormwater overland flow path levels. Building floor levels and associated maximum design stormwater overland flow path levels to AHD must be indicated on the architectural cross-section drawings.

Rainwater Re-use

- B80. A rainwater tank(s) must be included on each warehouse, the freight village and rail terminal buildings.
- B81. Rainwater must be used for irrigation, all internal non-potable uses, the container washdown facility and be considered for cooling towers; heating, ventilation, and air conditioning; and ground source heat exchange.

Landscape Maintenance

- B82. Prior to commencement of operation, the Applicant must prepare a **Landscape Vegetation Management Plan** (LVMP) and submit it to the Planning Secretary for approval. The LVMP must be prepared by a suitably qualified and experienced person(s) and form part of the OEMP required under **Condition C5**. The LVMP must include:
- (a) an inspection and maintenance schedule and require replacement plantings for shrubs and trees which fail at an equivalent pot size or larger; and
 - (b) graffiti management.

PEST AND WEED CONTROL

- B83. The Applicant must:
- (a) implement measures to manage pests, vermin and declared noxious weeds on the site; and
 - (b) inspect the site on a regular basis to ensure that these measures are working effectively, and that pests, vermin or noxious weeds are not present on site in sufficient numbers to pose an environmental hazard, or cause the loss of amenity in the surrounding area.

Note: For the purposes of this condition, noxious weeds are those species subject to an order declared under the Biosecurity Act 2015.

TRAFFIC AND ACCESS

- B84. The Applicant is to undertake the following road infrastructure upgrades, in accordance with the specified timing requirements as set out in **Table 1**.

Table 1: Required Upgrades and Specified Timing Requirements

Upgrade	Specified Timing Requirements		
	Upgrade requirements	Required timing for 100% design approval by RMS	Required timing for completion of upgrade
Moorebank Avenue and Anzac Road intersection upgrades, road widening and road upgrade works, and associated civil works	Indicative layout plans (RIUW-ARC-CV-SKC-2003-P1 and RIUW-ARC-CV-SKC-1005-P2) included in Appendix 1 , subject to design development and approval by RMS, and incorporating a bicycle/ pedestrian share path	To be obtained within 12 months of the date of this consent, or prior to the issue of the first Occupation Certificate for warehousing, whichever is the sooner.	Prior to issue of an Occupation Certificate for warehousing in excess of 100,000 m ² of gross floor area

- B85. The swept path of the longest vehicle entering and exiting the subject site, as well as manoeuvrability through the site, must be in accordance with Austroads requirements. Prior to commencement of construction of permanent built surface works, a plan must be submitted to the Planning Secretary and RMS for approval, which shows that the proposed development complies with this requirement.
- B86. The layout of the proposed car parking areas associated with the subject development (including driveways, grades, turn paths, sight distance requirements in relation to landscaping and/ or fencing, aisle widths, aisle lengths, and parking bay dimensions) must be in accordance with AS2890.1-2004 *Parking facilities Off-street car parking*, AS2890.6-2009 *Parking facilities Off-street parking for people with disabilities* and AS2890.2-2002 *Parking facilities Off-street commercial vehicle facilities for heavy vehicle usage*.
- B87. Existing and future utility and service infrastructure must be located outside the roadway being upgraded. The Applicant is to locate any drainage infrastructure to support the development entirely within the development site and not within the roadway.
- B88. Road design must incorporate structures for fauna movement between the Georges River riparian corridor and the Boot Land, either under or below the road.

Note: See also Condition B2(i) and B152(d)

- B89. Heavy vehicles used for haulage of imported fill or freight must not use Cambridge Avenue during construction and operation of the development.
- B90. Access to the ABB site must be maintained throughout construction and operation of the development.
- B91. The Applicant must:
- (a) consult with the owners/occupiers of the ABB site throughout construction and operation;
 - (b) provide details of construction works adjacent to the ABB site prior those works occurring; and
 - (c) ensure the proposal does not adversely impact overland flow paths or existing stormwater infrastructure on the ABB site.
- B92. The Applicant must ensure that the construction and operation of the proposed development will not prevent the public use of Moorebank Avenue to a standard commensurate to its use prior to the development.
- Note:** Temporary closures or part closures and changes to the operation of Moorebank Avenue may occur for limited periods during construction as detailed in the Construction Traffic and Access Management Plan.
- B93. The development is to be designed and operated so that:
- (a) all vehicles are wholly contained on site before being required to stop;
 - (b) adequate parking for heavy vehicles is provided on-site to accommodate any potential delays in schedule time;
 - (c) heavy vehicles and bins associated with the development are not parked on local roads or footpaths in the vicinity of the site;
 - (d) all loading and unloading of materials is carried out on-site; and
 - (e) site roads accommodate buses, bus infrastructure and cyclist use for employees.

RMS supplementary requirements

- B94. The civil design and Traffic Control Signal (TCS) plans for the upgrades identified in **Table 1 of Condition B84** must be drawn by a suitably qualified person and endorsed by a suitably qualified practitioner.
- The designs must be in accordance with Austroads Guide to Road Design in association with relevant RMS supplements (available on www.rms.nsw.gov.au). The certified copies of the TCS design and civil design plans must be submitted to RMS for approval before the issue of a Construction Certificate and commencement of road works.
- RMS fees for administration, plan checking, civil works inspections and project management shall be paid by the developer prior to the commencement of works.
- B95. All documentation required under **Condition B94** must be sent to development.sydney@rms.nsw.gov.au.
- B96. RMS fees for administration, plan checking, civil works inspections and project management must be paid by the applicant before the commencement of road upgrades identified in **Table 1 of Condition B84**.
- B97. The applicant must enter into a Works Authorisation Deed (WAD) with RMS for the works identified in Table 1 of **Condition B84**. The applicant must also dedicate as public road under the *Roads Act 1993* the parts of Lot 2 DP 1197707 (incorporating existing Moorebank Avenue) and any other land required to accommodate the road and intersection upgrade works (including associated pathways and services) identified in Table 1 of **Condition B84**. The WAD must provide for the dedication of the required land as public road under the *Roads Act 1993* as a pre-condition to practical completion of the road and intersection upgrade works being achieved under the WAD. A Construction Certificate cannot be issued for any part of the road and intersection upgrade works unless a WAD has been entered into in compliance with this condition. The road and intersection works identified in Table 1 of **Condition B84** cannot be opened for use by traffic unless all required land has been dedicated as public road in accordance with this condition..
- B98. The Applicant is required to dedicate land as public road for the maintenance of the Traffic Control Signals and associated infrastructure; further details will be included as part of the WAD process.
- B99. Prior to any installation of temporary portable traffic signals and other traffic management measures on Moorebank Avenue or Anzac Road, the Applicant must obtain the relevant approvals from RMS.
- B100. All works associated with signposting along Moorebank Avenue must be approved by RMS.
- B101. The works associated with traffic signals and road upgrade works are to be designed and delivered at no cost to TfNSW or RMS.
- B102. The Applicant must pay all costs incurred by Council and/ or RMS in relation to public road dedication of Commonwealth owned land.

B103. The Applicant is required to negotiate and execute an Interface and Access Deed with RMS and the M5 Operator (Interlink Roads Pty Ltd) prior to road construction works commencing, to address matters including interface between the parties, access provisions, compensation arrangements, and traffic management for the road upgrade works carried out on Lots 3 and 4 in Deposited Plan 1063765.

B104. The Applicant is to ensure that the construction and operation of the proposed development will not prevent the ongoing use of Moorebank Avenue as a public road to a standard commensurate to its current use prior to the development. A staging plan should be submitted to RMS for approval, as part of the WAD package, to ensure adequate capacity is provided along Moorebank Avenue at all times, including a requirement to maintain two lanes open to traffic.

The staging plan should provide details of how the road and intersection upgrade works tie into other road upgrades works approved under the MPE Stage1 and 2 SSD applications. Any temporary diversion works not located within the Moorebank Avenue roadway will require separate planning approval.

B105. There are to be no works undertaken by the Applicant within the RMS (M5 Motorway) land and no impact on RMS drainage infrastructure system or on adjoining Roads and Maritime assets, without the consent of the RMS and M5 Motorway Operator (Interlink).

B106. The Applicant is to liaise with and obtain relevant approvals from RMS in relation to any proposed drainage and excavation works, erection of new and/ or maintenance of existing fencing on the M5 Motorway boundary, erection of new noise attenuation infrastructure, and any other construction works that may impact the M5 Motorway corridor.

Note: Contact is to be made to Matthew Messina, Commercial Manager Motorway Partnerships and Planning on 02 8588 4119

B107. To ensure that Environment, Work Health and Safety laws are fully implemented within and near the M5 Motorway corridor, the Applicant's staff/ contractors must be inducted into the M5 Motorway operator's (Interlink) corridor and fill out a Motorway Access Permit for site activities on or immediately adjoining M5 Motorway land, if work has to be undertaken from the M5 Motorway side. The Applicant may be required to complete a commercial agreement or bank undertaking that sufficiently mitigates the M5 Operator's (Interlink) risk.

B108. A Road Occupancy Licence is to be obtained from the Transport Management Centre for any works that may impact on traffic flows on Moorebank Avenue or the adjoining State road network during construction activities.

B109. A construction zone will not be permitted on Moorebank Avenue without the express approval of RMS.

B110. Access is denied across the M5 Motorway corridor boundary and all buildings and structures are to be located wholly within the freehold property.

Road Safety Audit

B111. Prior to commencement of any works, the Applicant must undertake a **Road Safety Audit** for heavy vehicle movements associated with the importation of fill, for construction vehicle swept paths in and out of the development site via the proposed construction access points along Moorebank Avenue, and for motorists and construction vehicle movements along Moorebank Avenue during the staged road upgrade works identified in **Table 1**.

The **Road Safety Audit** must be prepared by an independent TfNSW accredited road safety auditor in accordance with the relevant Austroads guidelines to identify any safety issues. The **Road Safety Audit** must consider road safety issues for the proposed construction access arrangements and affected vehicle movements.

B112. The Applicant must recommend corrective actions for the identified safety issues and propose appropriate traffic management measures outlined in the **Road Safety Audit** (i.e. temporary traffic signals and other traffic management measures) in consultation and with the approval of the relevant road authority. Details on the proposed traffic management measures must be submitted to the Planning Secretary, TfNSW and RMS.

Construction Traffic and Access Management Plan

B113. Prior to commencement of construction, the Applicant must prepare a Construction Traffic and Access Plan (CTAMP) and submit it to the Planning Secretary for approval. The CTAMP must be prepared by a suitably qualified and experienced person(s) in consultation with Council, and must be endorsed by TfNSW and RMS.

B114. The CTAMP must form part of the CEMP required by **Condition C2** and, in addition to the general management plan requirements listed in **Condition C1**, the CEMP must:

- (a) detail the measures that are to be implemented to ensure road safety and network efficiency during construction;
- (b) include a Heavy Vehicle Route Plan detailing:
 - (i) origin of imported fill,
 - (ii) destination of demolition material and spoil,

- (iii) heavy vehicle routes to and from the site within the Campbelltown and Liverpool Local Government Areas (LGAs), including compliance with the conditions of this consent including **Condition B89**, and
- (iv) management system for over sized vehicles;
- (c) access and parking arrangements; and
- (d) detail procedures for notifying residents and the community of any potential traffic disruptions.

B115. Two lanes (one in each direction) of traffic on Moorebank Avenue must be available at all times during construction, unless otherwise approved by RMS.

B116. All construction vehicles must be contained wholly within the site and vehicles must enter the site before stopping.

B117. All vehicles must enter and leave the site in a forward direction.

Operational Traffic and Access Management Plan

B118. Prior to commencement of operation, the Applicant must prepare an Operational Traffic and Access Management Plan (OTAMP) and submit it to the Planning Secretary for approval. The OTAMP must be prepared by a suitably qualified and experienced person(s) in consultation with Council(s), TfNSW and RMS.

B119. The OTAMP must form part of the OEMP and, in addition to the general management plan requirements listed in **Conditions C5** and **C6**, the OTAMP must:

- (a) detail numbers and frequency of truck movements, sizes of trucks, vehicle routes and hours of operation;
- (b) detail access arrangements for the site to ensure road and site safety, and demonstrate there will be no queuing on the road network;
- (c) detail measures to ensure turning areas and internal access roads are kept clear of any obstacles, including parked cars, at all times; and
- (d) set out a framework and procedures for data collection required to prepare the **Biannual Trip Origin and Destination Report** required under **Condition B120** including a main gate monitoring system (e.g. CCTV) to identify heavy vehicles turning right from the terminal site onto Moorebank Avenue, or turning left from Moorebank Avenue to the terminal site.

Biannual Trip Origin and Destination Report

B120. Each six months following commencement of operation, the Applicant must prepare a Biannual Trip Origin and Destination Report (in a format agreed with TfNSW and RMS) that advises:

- (a) the total number of actual and standard twenty foot equivalent shipping containers despatched and received during the period;
- (b) the number of actual and standard twenty foot equivalent shipping containers transported to and from the site by rail during the period;
- (c) actual hours of operation for the truck gate listing days and hours of operation;
- (d) records of vehicle numbers accessing the site including a record of heavy vehicle entry by date and approximate time;
- (e) direction of travel into and out of the site for light vehicle on a representative day; and
- (f) representative vehicle origins and destinations of all classes of vehicles and covering the intermodal terminal, the warehousing facility and any other uses such as the freight village.

A copy of the report required under **Condition B120** is to be submitted to the Planning Secretary, TfNSW and RMS within one month of its preparation.

Workplace Travel

B121. Prior to the issue of any Occupation Certificate, the Applicant must prepare a specific **Workplace Travel Plan** and submit it to the Planning Secretary for information. The Workplace Travel Plan must be developed in consultation with TfNSW and outline facilities and measures to promote public transport usage, including:

- (a) peak period and shift work responsive express buses to/ from the site and Liverpool Station via Moorebank Avenue and Newbridge Roads with frequency dependent on the development of the site;
- (b) peak period express buses to/ from the site and Holsworthy rail station via Anzac Road, Wattle Grove Drive and Heathcote Road with frequency dependent on the development of the site; and
- (c) consideration of extension of the 901 bus service and new bus stop locations if required.

B122. The Applicant must provide an **annual report on employee numbers** to the Department, TfNSW and RMS, commencing one year after commencement of operation of the IMT facility and for up to 5 years from occupation of the final warehouse building.

B123. The Applicant and each occupant/operator must implement the most recent version of the Workplace Travel Plan for the duration of the development.

Driver Code of Conduct

B124. The Applicant must prepare and submit a Driver Code of Conduct to the Secretary which includes the following measures to minimise impacts:

- (a) adherence to specified transport routes, including no heavy vehicle access to and from Cambridge Avenue;
- (b) acceptable delivery hours;
- (c) no extended periods of engine idling;
- (d) avoiding queuing in or around the site;
- (e) compliance with site speed limits;
- (f) limiting the need for reversing on site; and
- (g) consideration of the use of non-tonal movement alarms in place of reversing beepers or alternatives such as reversing cameras and proximity alarms, or a combination of these, where tonal alarms are not mandated by legislation.

NOISE AND VIBRATION

Construction Hours of Work

B125. The Applicant must comply with the hours detailed in **Table 2**.

Table 2: Hours of Work

Activity	Day	Time
Construction	Monday – Friday	7 am to 6 pm
	Saturday	8 am to 1 pm

B126. Except as permitted by an EPL, activities resulting in highly noise intensive works (including impulsive or tonal noise emissions) must only be undertaken:

- (a) between the hours of 8:00 am to 5:00 pm Monday to Friday;
- (b) between the hours of 8:00 am to 1:00 pm Saturday; and
- (c) in continuous blocks not exceeding three hours each with a minimum respite from those activities and works of not less than one hour between each block.

Note 1: For the purposes of this condition, 'continuous' includes any period during which there is less than a one hour respite between ceasing and recommencing any of the work that is the subject of this condition.

Note 2: Section 4.42(1)(e) of the EP&A Act requires that an EPL be substantially consistent with this approval. Out-of-hours works considered under **Condition B127** must be justified and include an assessment of mitigation measures.

B127. Construction outside of the hours identified in **Condition B125** may be undertaken in any of the following circumstances:

- (a) works that are inaudible at the nearest sensitive receivers;
- (b) where a negotiated agreement has been arranged with affected receivers;
- (c) works agreed to in writing by the Planning Secretary;
- (d) for the delivery of materials required outside these hours by the NSW Police Force or other authorities for safety reasons;
- (e) where it is required in an emergency to avoid the loss of lives, property or to prevent environmental harm; or
- (f) where they are undertaken in accordance with an **Out-Of-Hours Work Protocol** under **Condition B135**.

B128. Blasting is not permitted on the site.

Noise Wall

B129. Prior to the commencement of operation of any part of the development, the Applicant must construct a 5 m high noise wall along the entire length of the western internal road as shown in **Appendix 1** (as detailed in the EIS and RtS Noise and Vibration Impact Assessment modelling).

Hours of Operation

B130. The permitted hours of operation are detailed in **Table 3**.

Table 3: Hours of Operation

Activity	Day	Time
Intermodal terminal facility including rail link connection	Monday – Sunday	24 hours
Warehouses	Monday – Sunday	24 hours
Freight village	Monday – Sunday	7 am to 6 pm

Intermodal Terminal Operational Noise Limits

B131. The Applicant must ensure that the noise generated by the overall precinct operations (defined as all activities approved for MPW and MPE) does not exceed the noise limits in **Table 4**.

Table 4: Operational Noise Limits dB(A)

Location (residential receivers)	Day $L_{Aeq,15 \text{ minute}}$	Evening $L_{Aeq,15 \text{ minute}}$	Night $L_{Aeq,15 \text{ minute}}$	Night $L_{A1, 1 \text{ minute}}$
Casula	39 dB	35 dB	35 dB	52 dB
Glenfield	35 dB	35 dB	35 dB	52 dB
Wattle Grove	36 dB	35 dB	35 dB	52 dB

Notes: To determine compliance with the $L_{Aeq,15 \text{ minute}}$ noise limits, noise from the development is to be measured at the most affected point within the residential boundary, or at the most affected point within 30 m of a dwelling where the dwelling is more than 30 m from the boundary. Where it can be demonstrated that direct measurement of noise from the project is impractical, the EPA may accept alternative means of determining compliance (see Chapter 7 of the NPI). The modification factors in Fact Sheet C of NPI must also be applied to the measured noise levels where applicable.

To determine compliance with the $L_{A1, 1 \text{ minute}}$ noise limits, noise from the project is to be measured at 1 m from the dwelling façade. Where it can be demonstrated that direct measurement of noise from the project is impractical, the EPA may accept alternative means of determining compliance (see Chapter 7 of the NPI).

The noise emission limits identified above apply under meteorological conditions of:

- (i) wind speeds of up to 3 m/s at 10 m above ground level; or
- (ii) 'F' atmospheric stability class.

Operation of Rail Terminal, Locomotives and Wagons

B132. Terminal and rail port shuttle operations must comply with the following:

- (a) best practice plant for the intermodal terminal facility, including electronic automated container handling equipment or equipment with equivalent sound power levels;
- (b) locomotives using the development must meet the air emissions standards and noise requirements as specified in the *Moorebank Precinct East – Stage 1 Project: Best Practice Review (SSD 12_6766)*, prepared by Arcadis dated 19 September 2017);
- (c) wagons using the development must incorporate available best practice noise technologies, such as “one-piece” freight bogies or three-piece freight bogies fitted with cross-bracing or steering arms; and permanently coupled ‘multi-pack’ steering wagons using Electronically Controlled Pneumatic (ECP) braking with a wire based distributed power system (or better practice technology);
- (d) automatic rail lubrication equipment must be used in accordance with *ASA Standard T HR TR 00111 ST Rail Lubrication* and top of rail friction modifiers, where required; and
- (e) the rail cross sectional profile must be maintained in accordance with *ETN-01-02 Rail Grinding Manual for Plain Track* to ensure the correct wheel/ rail contact position and hence to encourage proper rolling stock steering.

B133. For all terminal and rail operations, a monitoring and performance management regime is to be established in accordance with the conditions of this consent, including but not limited to the requirements of **conditions B140-B143**, with the objective of ensuring there is no deterioration in noise performance and continual improvement in rail noise outcomes from rail operations throughout the life of the development.

Construction Noise and Vibration Management Plan

B134. Prior to commencement of construction, the Applicant must prepare a Construction Noise and Vibration Management Plan (CNVMP) and submit it to the Planning Secretary for approval. The CNVMP must be consistent with the guidelines contained in the ICNG (DECC, 2009).

B135. The CNVMP must form part of the CEMP required by **Condition C2** and, in addition to the general management plan requirements listed in **Condition C1**, the CNVMP must include:

- (a) identification of the work areas, site compounds and internal access routes;
- (b) identification of the type and number of plant and equipment expected on site at the same time;
- (c) details of construction activities and a construction program, including the identification of key noise and/ or vibration generating construction activities (based on representative construction scenarios) that have the potential to generate noise and/ or vibration impacts on surrounding sensitive receivers, particularly residential areas;
- (d) identification of sensitive receivers (including heritage structures if relevant) and relevant construction noise management levels (NMLs) using the ICNG, vibration criteria using the *Assessing Vibration: a Technical Guide* (DECC 2006) (for human exposure) and vibration limits set out in the *German Standard DIN 4150-3: Structural Vibration effects of vibration on structures* (for structural damage);
- (e) Identification of any construction activities predicted to exceed NMLs;

Note: The ICNG identifies 'particularly annoying' activities that require the addition of 5dB(A) to the predicted level before comparing to the construction NML.

- (f) identification of feasible and reasonable measures to be implemented to minimise and manage construction noise impacts, including, but not limited to, acoustic enclosures, erection of noise walls (hoardings), respite periods; and
- (g) an **Out-of-hours Work Protocol** for the assessment, management and approval of works associated with the Moorebank Avenue/Anzac Road upgrade, the delivery of the rail link connection, and works required to be undertaken during rail corridor possessions, outside of the hours identified in **Condition B125**. The **Out-of-hours Work Protocol** must:
 - (i) detail an assessment of out-of-hours works against the relevant NMLs and vibration criteria,
 - (ii) provide detailed mitigation measures for any residual impacts (that is, additional to general mitigation measures), including extent of at-receiver treatments, and
 - (iii) include proposed notification arrangements.

Operational Noise Management Plan

B136. Prior to commencement of operation, the Applicant must prepare an Operational Noise Management Plan (ONMP) and submit it to the Planning Secretary for approval. The ONMP must be prepared by a suitably qualified and experienced person(s).

B137. The ONMP must form part of the OEMP and, in addition to the general management plan requirements listed in **Conditions C5** and **C6**, the ONMP must include monitoring and reporting as required under **Conditions B139**, **B140** and **B141**.

Mechanical Plant and Other Noisy Equipment Monitoring

B138. Prior to construction of the freight terminal, freight village and each warehouse, the Applicant must submit to the Secretary a Noise Assessment for Mechanical Plant and other noisy equipment to demonstrate that plant and equipment has been selected to meet the overall noise limits specified in **Table 4**.

B139. The Applicant must carry out noise monitoring of mechanical plant and other noisy equipment for a minimum period of one week where valid data is collected following operation/ occupation of the freight terminal, freight village and each warehouse. The monitoring program must be carried out by a suitably qualified and experienced person(s) and a **Monitoring Report for Mechanical Plant** must be submitted to the Planning Secretary within two months of operation of the freight terminal and occupation of each tenancy to verify predicted mechanical plant and equipment noise levels.

Site Noise Monitoring and Reporting

B140. Within 12 months of operation of the intermodal terminal facility; occupation of the first warehouse, 50% occupation of the site and 100% occupation of the site, or as otherwise agreed by the Planning Secretary, the Applicant must undertake **Operational Noise Monitoring** to compare actual noise performance of the project against predicted noise performance and prepare an **Operational Noise Report** to document this monitoring. The Report must include, but not necessarily be limited to:

- (a) noise monitoring to assess compliance with the predicted operational noise levels and the noise limits specified in **Table 4**;

- (b) a validation by predictive modelling of the operational noise levels in terms of criteria and noise goals established in the Road Noise Policy (RNP, EPA, 2001);
- (c) sleep disturbance impacts compared to those determined in documents specified under **Condition A3**;
- (d) impacts associated with annoying characteristics such as prominent tonal components, impulsiveness, intermittency, irregularity and dominant low-frequency content;
- (e) methodology, location and frequency of noise monitoring undertaken, including monitoring sites at which project noise levels are ascertained, with specific reference to locations indicative of impacts on sensitive receivers;
- (f) any required recalibrations of the noise model taking into consideration factors such as actual traffic numbers and heavy vehicle proportions;
- (g) an assessment of the performance and effectiveness of applied noise mitigation measures together with a review and if necessary, reassessment of all feasible and reasonable mitigation measures;
- (h) identification of additional measures to those predicted in the documents specified under **Condition A3**, that would be implemented with the objective of meeting the criteria outlined in the RNP and NPI (EPA, 2017), including timing of implementation;
- (i) details of any complaints and enquiries received in relation to operational noise generated by the project between the date of commencement of operation and the date the report was prepared; and
- (j) procedures for the management of operational noise and vibration complaints.

The Operational Noise Report is to be verified by a suitably qualified and experienced noise and vibration expert.

The Operational Noise Report must be submitted to the Planning Secretary and the EPA within 60 days of completing the operational noise monitoring referred to in (a) above or as otherwise agreed by the Planning Secretary.

Rail Noise Monitoring and Reporting

B141. The Applicant must install and maintain a rail noise monitoring system on the rail link at the commencement of operation to continuously monitor the noise from rail operations on the rail link. The system must capture the noise from each individual train passby noise generation event, and include information to identify:

- (a) time and date of freight train passbys;
- (b) imagery or video to enable identification of the rolling stock during the day and night;
- (c) LAeq(15hour) and LAeq(9hour) from rail operations; and
- (d) LAF(max) and SEL of individual train passbys, measured in accordance with ISO3095; or
- (e) other alternative information as agreed with, or required by, the Planning Secretary.

The results from the noise monitoring system, must be publicly accessible from a website maintained by the Applicant. The noise results from each train must be available as live data on the website, unless unforeseen circumstances (i.e. a system malfunction) have occurred. The LAeq(15hour) and LAeq(9hr) results from each day must be available on the website within 1 hour of the period ending.

B142. Prior to the commencement of operation, the Applicant must submit to the Planning Secretary for approval, **justification supporting the appropriateness of the location for rail noise monitoring**, including details of any alternative options considered and reasons for these being dismissed. The noise monitoring location(s) must be west of the MPW Stage 2 connection to the rail link constructed under MPE Stage 1.

B143. From the commencement of operation, the Applicant must provide an annual **Rail Noise Monitoring Report** to the Planning Secretary for a period of 5 years, or as otherwise agreed with the Planning Secretary. The Planning Secretary shall consider the need for further reporting following a review of the results for year 5.

Note: *the above rail noise monitoring and reporting conditions may be satisfied by the implementation of relevant monitoring and reporting conditions under the MPE Stage 1 consent.*

HERITAGE

Aboriginal Sites

B144. A **Salvage Strategy** must be developed in consultation with OEH and with relevant Registered Aboriginal Parties prior to any impacts on Aboriginal objects and sites.

B145. The scar tree portions of Aboriginal sites MA6 & MA7 are to be removed by a qualified arborist and relocated to a suitable area identified in consultation with Registered Aboriginal Parties.

B146. Staged salvage excavation of selected areas should be conducted in consultation with Registered Aboriginal Parties. These stages include:

- (a) dispersed pits placed along transects within the Terrace PAD and the tertiary terrace (between MA10 and MA14 – refer to Figure 16-2 of the EIS); and

- (b) open area salvage excavation, targeting the artefact concentrations at MA10 and MA14, as well as any additional artefact concentrations identified during (a) above.

B147. Following completion of salvage, the Applicant must prepare an **Aboriginal Cultural Heritage Salvage Report** in accordance with any guidelines and standards or OEH requirements. The report must include details of any archival recording, further archaeological research either undertaken or to be carried out, and archaeological excavations (with artefact analysis and identification of a final repository for finds) and be submitted to the Planning Secretary, OEH, relevant Council(s) and Registered Aboriginal Parties, where relevant, for information within 12 months after the completion of salvage works.

Aboriginal Items or Objects

B148. If any Aboriginal object of Aboriginal place is identified on site, or suspected to be on site (other than those identified in the EIS):

- (a) all work in the immediate vicinity of the object or place must cease immediately;
- (b) a 10 m wide buffer area around the object or place must be cordoned off; and
- (c) OEH must be contacted immediately.

B149. Work in the immediate vicinity may only recommence if:

- (a) the object or place is confirmed by OEH upon consultation with the Registered Aboriginal Parties, not to be an Aboriginal object or Aboriginal place; or
- (b) an **Aboriginal Cultural Heritage Management Plan** is prepared in consultation with the Registered Aboriginal Parties and OEH to include the object or place and appropriate measures in respect of it, and the Plan is approved by the Planning Secretary; or
- (c) OEH is satisfied as to the measures to be implemented in respect of the object or place and makes a written direction in that regard.

Non-indigenous Heritage

B150. If any unexpected archaeological relics are uncovered:

- (a) all work in the immediate vicinity of the find must cease immediately;
- (b) OEH Heritage Division must be notified;
- (c) a suitably qualified and experienced archaeologist (e.g. project archaeologist) must record and assess the significance of the find with the results reported to the Planning Secretary, OEH Heritage Division, Council and the local Historical Society; and
- (d) where required, a Management Strategy is to be developed and implemented in consultation with the OEH Heritage Division.

B151. Work in the immediate vicinity of the find may only recommence on the advice of the project archaeologist.

BIODIVERSITY

B152. Prior to clearing of native vegetation, a **Koala Management Plan** (KMP) must be prepared by a suitably qualified person in consultation with OEH and be submitted to the Planning Secretary for approval. The KMP must:

- (a) make reference to *A review of koala tree use across New South Wales* (OEH 2018);
- (b) identify habitat corridors, of adequate dimensions to provide an adequate Koala habitat corridor as supported by a Koala specialist, to provide connectivity both within the Intermodal Precinct area and with other core koala habitat areas (i.e. to the south and to the west along Georges River);
- (c) include commitment to retain Koala use trees on site in line with phased earthworks (see eg. **Condition B40**);
- (d) include details of structures to eliminate barriers to movement (presented by fences, roads, drainage culverts or pits, rail lines and the like) for koalas and other native fauna likely to use the site or habitat corridor;
- (e) include details on koala habitat rehabilitation/ restoration within the identified habitat corridors; and
- (f) include other measures to minimise the risk of harm to koalas.

Construction Flora and Fauna Management

B153. The Applicant must:

- (a) ensure that no more than 42.89 hectares of native vegetation is cleared for the development; and
- (b) before any work commences, install and maintain exclusion fencing along the riparian corridor and around any native vegetation not being removed as part of the development.

- B154. Prior to clearing of native vegetation, the Applicant must prepare a **Construction Flora and Fauna Management Plan** (CFFMP) and submit it to the Planning Secretary for approval. The CFFMP must be developed in consultation with OEH.
- B155. The CFFMP must form part of the CEMP required by **Condition C2** and, in addition to the general management plan requirements listed in **Condition C1**, the CFFMP must include the following:
- measures to minimise the loss of key fauna habitat including tree hollows and koala feed trees;
 - measures to minimise the impacts on fauna on site; and
 - measures to ensure biodiversity values not intended to be impacted are protected including mapping of protected/ 'no-go' areas.
- Note:** A version of the CFFMP is to be submitted prior to any clearing required to conduct remediation. In accordance with the definition of construction, that version of the CFFMP can be prepared and submitted for approval as a standalone document prior to any clearing required to conduct remediation, and a full CEMP does not need to be submitted at that point in time.
- B156. Prior to removing/ clearing any vegetation or any demolition, pre-clearing surveys and inspections for threatened species, populations and ecological communities must be undertaken. The surveys and inspections, and any subsequent relocation of species and associated management measures, must be undertaken under the guidance of a suitably qualified and experienced ecologist.
- B157. Prior to any impact on the species to be offset, the Applicant must retire biodiversity credits specified in **Table 5** and **Table 6**. The retirement of credits must be carried out in accordance with the *NSW Biodiversity Offsets Policy for Major Projects* (OEH 2014).

Table 5: Ecosystem credit requirements

Site	Plant community type	Area to be impacted	Credits required
MPW Stage 2 (excluding Moorebank Avenue site)	Hard-leaved Scribbly Gum - Parramatta Red Gum heathy woodland of the Cumberland Plain, Sydney Basin (ME003)	9.81 ha	371
MPE Stage 2 (excluding Moorebank Avenue site)	Parramatta Red Gum woodland on moist alluvium of the Cumberland Plain, Sydney Basin (ME005)	0.46 ha	15
MPE Stage 2 (excluding Moorebank Avenue site)	Forest Red Gum – Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney Basin (ME018)	27.88 ha	1,290
Moorebank Avenue site	Hard-leaved Scribbly Gum - Parramatta Red Gum heathy woodland of the Cumberland Plain, Sydney Basin (ME003)	3.75 ha	140
Moorebank Avenue site	Parramatta Red Gum woodland on moist alluvium of the Cumberland Plain, Sydney Basin (ME005)	0.22 ha	7
Moorebank Avenue site	Forest Red Gum – Rough-barked Apple grassy woodland on alluvial flats of the Cumberland Plain, Sydney (ME018)	0.59 ha	19

Table 6: Species credit requirements

Species	Impacted individuals/ area to be impacted	Credits required
Nodding Geebung (<i>Persoonia nutans</i>)	16	1,232
<i>Hibbertia puberula</i> subsp. <i>puberula</i>	2 ha	80*
Small-flower Grevillia (<i>Grevillea parviflora</i> subsp. <i>parviflora</i>)	333	4,662
Koala (<i>Phascolarctos cinereus</i>)	42.69 ha	1,110

Note: * only whole numbers can be entered into the credit calculator. It is known that the calculator applies an offset requirement of 40 credits per hectare therefore this rate has been used to calculate the requirement for decimals of a hectare.

- B158. The Applicant:
- may elect to retire biodiversity credits in conjunction with the retirement of biodiversity credits for other developments on the MPE or MPW developments, prior to the commencement of construction of this development, provided it is not inconsistent with **Condition B157**; and
 - is not required to retire credits for biodiversity impacts that it has already offset under another development consent, pending the provision of evidence of what credits were retired to offset which development.
- B159. If any native flora or fauna is identified on site that has not been previously identified in the documents listed in **Condition A3**:

- (a) work must cease in the vicinity;
- (b) a buffer zone must be established in consultation with the project ecologist;
- (c) OEH must be notified;
- (d) appropriate mitigation measures must be determined in consultation with OEH (including relevant re-location measures); and
- (e) ecological monitoring and/ or biodiversity offset requirements must be updated, where required.

Operational Flora and Fauna Management

B160. Prior to commencement of operation an **Operational Flora and Fauna Management Plan** (OFFMP) must be prepared by a suitably qualified person in consultation with OEH and be submitted to the Planning Secretary for approval. The OFFMP must include:

- (a) monitoring, management and maintenance procedures for koala habitat corridors; and
- (b) management and maintenance of other measures and site operations to minimise the risk of harm to koalas and other native fauna.

CONTAMINATION AND REMEDIATION

Site Auditor

B161. Prior to the commencement of any works, the Applicant must engage a Site Auditor accredited under the *Contaminated Land Management Act 1997* NSW Site Auditor Scheme.

Per- and Polyfluoroalkyl Substances (PFAS) Contamination

B162. Prior to construction, the Applicant must provide the EPA with a copy of all reports to date relating to the assessment of per- and poly-fluoroalkyl substances (PFAS) undertaken for the development and in relation to contamination from the development.

B163. Should the Applicant identify a potential risk to off-site receptors due to PFAS contamination, the Applicant must contact the EPA as soon as practicable to discuss requirements for community consultation.

Contamination in Vegetated Areas

B164. Prior to vegetation clearing:

- (a) the Applicant must identify contamination within vegetated areas and prepare options for remediation in those areas, with the objectives to:
 - (i) retain vegetation to the greatest extent possible beyond the completion of remediation;
 - (ii) minimise land disturbance in accordance with **Condition B41**; and
 - (iii) not reduce the ability to provide connectivity and habitat corridors in accordance with **Conditions B2** and **B152**;
- (b) where remediation requires prior vegetation clearing, an appropriate assessment of the impact of clearing on contaminated land must be prepared by a suitably qualified and experienced consultant; and
- (c) where contamination is identified as occurring within those areas where vegetation is proposed to be cleared, a **Contamination Management Plan** must be prepared in consultation with the Site Auditor detailing the location and nature of the contamination and the proposed remediation and/ or management measures that will be undertaken to address the on-site and potential off-site impacts.

B165. A copy of the assessment required by **Condition B164** above and any associated update of the CEMP required must be provided to the Planning Secretary for approval one month before commencement of vegetation clearing. Evidence of consultation with the Site Auditor must be included.

Remediation

B166. Following vegetation clearing and prior to the commencement of other construction activities, the Applicant must complete remediation of the site (as required by SSD 5066 – Stage 1) in accordance with any relevant Remediation Action Plan (RAP) to the satisfaction of the Planning Secretary. If any amendments are required to the RAP, the amendments must be approved by an EPA accredited Site Auditor.

Validation Report

B167. The Applicant must prepare a Validation Report for the Stage 1 development. The Validation Report must:

- (a) be reviewed by an EPA accredited Site Auditor;
- (b) be prepared in accordance with the RAP and the *Contaminated Sites: Guidelines for Consultants Reporting on Contaminated Sites* (OEH, 2011);
- (c) include, but not be limited to:
 - (i) comment on the extent and nature of the remediation undertaken,

- (ii) describe the location, nature and extent of any remaining contamination on site,
- (iii) sampling and analysis plan and sampling methodology,
- (iv) details of the volume of treated material emplaced within any remaining containment cell,
- (v) results of any validation sampling, compared to relevant guidelines/ criteria, and
- (vi) discussion of the suitability of the remediated areas for the intended future land uses described under SSD 5066 and SSD 7709 – Stage 2 (including for the raised landform and imported fill characteristics and the drainage outlet structures in the riparian corridor).

B168. A copy of the Validation Report must be provided to the Planning Secretary, EPA and the Certifying Authority prior to commencement of construction (other than the vegetation clearing required for remediation).

Site Audit Statements

B169. Upon completion of the remediation required in relation to Stage 1 (SSD 5066) and prior to the commencement of construction (other than the vegetation clearing required for remediation) in relation to this approval (i.e. Stage 2 SSD 7709), the Applicant must submit to the Planning Secretary, a Site Audit Report and a Site Audit Statement A for the whole site, prepared in accordance with the *NSW Contaminated Land Management - Guidelines for the NSW Site Auditor Scheme 2017*, which demonstrates the site is suitable for its intended land uses under Stage 2 SSD 7709:

- (a) including for the importation and placement of fill,
- (b) construction of a warehouse estate including warehouse buildings, and
- (c) development of an intermodal terminal.

B170. To ensure that no residual contaminated land on site is impacted by this approval, the requirements of Site Audit Statement A required by **Condition B169** cannot be staged.

B171. Upon completion of importation and placement of fill and prior to construction of permanent built surface works, the Applicant must submit to the Planning Secretary, a Site Audit Report and a Site Audit Statement A for the whole site, prepared in accordance with the *NSW Contaminated Land Management - Guidelines for the NSW Site Auditor Scheme 2017*, which demonstrates the site is suitable for its intended land uses under MPW Stage 2 SSD 7709.

Long Term Environmental Management Plan

B172. Where remediation outcomes for the site require long term environmental management, a suitably qualified and experienced person must prepare a Long Term Environmental Management Plan (LTEMP), to the satisfaction of the Site Auditor. The plan must:

- (a) be submitted to the Planning Secretary and EPA prior to commencement of construction (other than vegetation clearing); and
- (b) include, but not be limited to:
 - (i) a description of the nature and location of any contamination remaining on site,
 - (ii) provisions to manage and monitor any remaining contamination, including details of any restrictions placed on the land to prevent development over the containment cell,
 - (iii) a description of the procedures for managing any leachate generated from the containment cell, including any requirements for testing, pumping, treatment and/ or disposal,
 - (iv) a description of the procedures for monitoring the integrity of the containment cell,
 - (v) a surface and groundwater monitoring program,
 - (vi) mechanisms to report results to relevant agencies,
 - (vii) triggers that would indicate if further remediation is required, and
 - (viii) details of any contingency measures that the Applicant is to carry out to address any ongoing contamination.

B173. The LTEMP must be registered on the title to the land.

Unexpected Ordnance

B174. Unexpected Ordnance (UXO), Exploded Ordnance (EO) and Exploded Ordnance Waste (EOW) protocols must be prepared by an UXO contractor listed on the Defence Panel of suitably qualified UXO consultants and contractors.

UNEXPECTED FINDS PROTOCOL

B175. The CEMP required under **Condition C2** must include an Unexpected Finds Protocol(s) for, but not limited to, contamination, ordnances, Aboriginal sites, non-indigenous heritage and flora and fauna.

HAZARDS AND RISKS

B176. The total quantities of dangerous goods present at any time within the development and transport movements to and from the development must be kept below the screening threshold quantities and movements listed in the Department's *Hazardous and Offensive Development Guidelines Applying SEPP 33* (January 2011).

B177. The Applicant (the operator/ occupant of each premises) must store and handle all chemicals, fuels and oils, including Dangerous Goods as defined in the *Australian Code for the Transport of Dangerous Goods by Road & Rail*, in accordance with:

- (a) the requirements of all relevant Australian Standards; and
- (b) the NSW EPA's *Storing and Handling of Liquids: Environmental Protection – Participant's Manual* if the chemicals are liquids.

In the event of an inconsistency between the requirements listed above in (a) and (b), the most stringent requirement must prevail to the extent of the inconsistency.

B178. Fuel stored on the site must only be used for the purposes of refuelling IMT facility plant and equipment and locomotives.

B179. Prior to the occupation of each premises and in each instance of occupation by a new occupant, a statement must be submitted to the Planning Secretary confirming that the premises will be operated so as to comply with the requirements of **Conditions B176** and **B177**.

WASTE MANAGEMENT

B180. The Applicant must assess and classify all liquid and non-liquid wastes to be taken off site in accordance with the latest version of EPA's *Waste Classification Guidelines Part 1: Classifying Waste* (EPA, 2014) and dispose of all wastes to a facility that may lawfully accept the waste.

B181. All waste materials removed from the site must only be directed to a waste management facility or premises lawfully permitted to accept the materials.

B182. The Applicant must obtain agreement from Council for the design of the waste storage area for each warehouse where the waste collection service will be provided by Council.

B183. The OEMP required under **Condition C5** must include measures for waste management in accordance with the waste hierarchy set out in the EPA's NSW Waste Avoidance and Resource Recovery Strategy 2014-2021.

CONSTRUCTION AND OPERATIONAL FACILITIES

Concrete Batching Plant

B184. The concrete batching plants must comply with the following criteria:

- (a) have a total production capacity less than 150 tonnes per day or 30,000 tonnes per year;
- (b) only one concrete batching plant is to operate at any one time; and
- (c) the first concrete batching plant must be disassembled immediately following commencement of operation of the second concrete batching plant.

B185. The **CEMP** required under **Condition C2** must include:

- (a) a drawing showing the location and layout of the two concrete batching plants including facilities for cementitious water treatment and connections to construction site water management and erosion and sediment control structures;
- (b) mitigation, monitoring and management procedures specific to the concrete batching plants that would be implemented to minimise environmental and amenity impacts during both facility establishment and operation; and
- (c) timeframes for establishment of each of the batching plants.

Crushing Plant

B186. The CEMP required under **Condition C2** must include mitigation, monitoring and management procedures specific to the crushing plant that would be implemented to minimise environmental and amenity impacts.

Container Wash Down Facility

B187. The container wash down facility must:

- (a) include bunding to exclude wash area waste from the stormwater system;
- (b) be designed and operated to avoid overspray from foams, detergents, mud or fugitive emissions outside wash down bays;
- (c) include oily water separation, water treatment and recycling; and

- (d) comply with Sydney Water trade waste requirements for discharge to the sewer.

OPERATION OF PLANT AND EQUIPMENT

B188. All plant and equipment used on site, or to monitor the performance of the development must be:

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

BUSHFIRE RISK MANAGEMENT

B189. Bushfire asset protection zones must not be within the riparian corridor as defined in **Condition B2**.

B190. The entire site must be managed as an inner protection area (IPA) as outlined within section 4.1.3 and Appendix 5 of the *Planning for Bush Fire Protection* (RFS, 2006) and the NSW Rural Fire Service's document *Standards for asset protection zones*.

B191. An updated **Bushfire Risk Management Plan** must be prepared by a suitably qualified person(s) demonstrating that the bushfire asset protection zones can be contained wholly within the development area and that management of the inner protection zone will not impact on the proposed Biodiversity Offset Area. The Bushfire Risk Management Plan must be submitted to the Planning Secretary prior to construction of permanent built surface works.

B192. Public road access must comply with section 4.1.3(1) of *Planning for Bush Fire Protection* (RFS, 2006) except for the requirement for through-access.

B193. The provision of water, electricity and gas must comply with section 4.1.3 of *Planning for Bush Fire Protection* (RFS, 2006).

EMERGENCY RESPONSE

B194. Prior to the commencement of construction and operation, the Applicant must prepare an **Emergency Response Plan(s)** covering, but not limited to, flooding and bushfire. The Emergency Response Plan(s) must be consistent with *Australian Standard AS3745 2010 Planning for Emergencies in Facilities* and include details of:

- (a) assembly points and evacuation routes;
- (b) evacuation and refuge protocols; and
- (c) awareness training for employees and contractors.

B195. The **Bushfire Emergency and Evacuation Management Plan** must:

- (i) be prepared by a suitably qualified and experienced person(s),
- (ii) be consistent with the *Development Planning – A Guide to Developing a Bush Fire Emergency Management and Evacuation Plan* (RFS, 2014); and
- (iii) a copy of the **Operational Bushfire Emergency Evacuation Management Plan** must be submitted to the Planning Secretary, NSW Rural Fire Service, Council and the Certifying Authority prior to occupation.

TENANCY ACTIVITIES

B196. Prior to occupancy of any freight village or warehouse tenancy, and every subsequent occupation of these tenancies, details of the tenant and occupation activity is to be submitted to the Planning Secretary demonstrating that the proposed activity complies with **Conditions A17** and **A20**.

PART C ENVIRONMENTAL MANAGEMENT, REPORTING AND AUDITING

ENVIRONMENTAL MANAGEMENT

Management Plan Requirements

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

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

CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN

- C2. The Applicant must prepare a **Construction Environmental Management Plan (CEMP)** in accordance with the requirements of **condition C1** and submit it to the Planning Secretary for approval.
- C3. As part of the CEMP required under **Condition C2** of this consent, the Applicant must include the following:
- (a) **Soil and Water Management Plan** (see **Condition B29**);
 - (b) **Acid Sulfate Soils Management Plan** (see **Condition B39**);
 - (c) **Construction Traffic and Access Management Plan** (see **Condition B113**);
 - (d) **Construction Noise and Vibration Management Plan** (see **Condition B134**);
 - (e) **Out-of-hours Work Protocol** (see **Condition B135(g)**);
 - (f) **Construction Flora and Fauna Management Plan** (see **Condition B154**); and
 - (g) **Unexpected Finds Protocol(s)** (see **Condition B175**).
- C4. The Applicant must:
- (a) not commence construction of the development until the CEMP is approved by the Planning Secretary; and
 - (b) carry out the construction of the development in accordance with the CEMP approved by the Planning Secretary and as revised and approved by the Planning Secretary from time to time.

OPERATIONAL ENVIRONMENTAL MANAGEMENT PLAN

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

- (b) describe the procedures that would be implemented to:
 - (i) keep the local community and relevant agencies informed about the operation and environmental performance of the development;
 - (ii) receive, handle, respond to, and record complaints;
 - (iii) resolve any disputes that may arise;
 - (iv) respond to any non-compliance;
 - (v) respond to emergencies; and
- (c) include the following environmental management plans:
 - (i) **Operational Traffic and Access Management Plan** (see **Condition B118**);
 - (ii) **Stormwater Infrastructure Operation and Maintenance Plan** (see **Condition B36**);
 - (iii) **Stormwater Quality Monitoring Program** (see **Condition B38**);
 - (iv) **Landscape Vegetation Management Plan** (see **Condition B82**);
 - (v) **Operational Traffic and Access Management Plan** (see **Condition B118**);
 - (vi) **Operational Noise Management Plan** (see **Condition B136**); and
 - (vii) **Operational Flora and Fauna Management Plan** (see **Condition B160**).

C7. The Applicant must:

- (a) not commence operation until the OEMP is approved by the Planning Secretary; and
- (b) operate the development in accordance with the OEMP approved by the Planning Secretary (and as revised and approved by the Planning Secretary from time to time).

REVISION OF STRATEGIES, PLANS AND PROGRAMS

C8. Within three months of:

- (a) the submission of an incident report under **Condition C10**;
- (b) the submission of an Independent Audit under **Condition C17**;
- (c) the approval of any modification of the conditions of this consent; or
- (d) the issue of a direction of the Planning Secretary under **Condition A3(b)** which requires a review,

the strategies, plans and programs required under this consent must be reviewed, and the Department must be notified in writing that a review is being carried out.

C9. If necessary to either improve the environmental performance of the development, cater for a modification or comply with a direction, the strategies, plans and programs required under this consent must be revised, to the satisfaction of the Planning Secretary. Where revisions are required, the revised document must be submitted to the Planning Secretary for approval within six weeks of the review.

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

REPORTING AND AUDITING

Incident Notification, Reporting and Response

C10. The Department must be notified in writing to compliance@planning.nsw.gov.au immediately after the Applicant becomes aware of an incident. The notification must identify the development (including the development application number and the name of the development), and set out the location and nature of the incident. Subsequent notification requirements must be given and reports submitted in accordance with the requirements set out in **Appendix 3**.

Non-Compliance Notification

C11. The Department must be notified in writing to compliance@planning.nsw.gov.au within seven days after the Applicant becomes aware of any non-compliance.

C12. A non-compliance notification must identify the development and the application number for it, set out the condition of consent that the development is non-compliant with, the way in which it does not comply and the reasons for the non-compliance (if known) and what actions have been, or will be, undertaken to address the non-compliance.

C13. A non-compliance which has been notified as an incident does not need to also be notified as a non-compliance.

Compliance Reporting

C14. No later than six weeks before the date notified for the commencement of construction and operation, a **Construction Compliance Monitoring and Reporting Program** and **Operational Compliance Monitoring and Reporting Program** respectively, prepared in accordance with the Compliance Reporting Post Approval Requirements (Department 2018) must be submitted to the Department and the Certifying Authority.

Compliance Reports of the project must be carried out in accordance with the Compliance Reporting Post Approval Requirements (Department 2018).

The Applicant must make each Compliance Report publicly available no later than 60 days after submitting it to the Department and notify the Department and the Certifying Authority in writing at least seven days before this is done.

- C15. Notwithstanding the requirements of the Compliance Reporting Post Approval Requirements (Department 2018), the Planning Secretary may approve a request for ongoing operational compliance reports to be ceased, where it has been demonstrated to the Planning Secretary's satisfaction that an operational compliance report has demonstrated operational compliance.

Independent Environmental Audit

- C16. No later one month before the date notified for the commencement of construction and operation, an **Independent Audit Program** prepared in accordance with the Independent Audit Post Approval Requirements (Department 2018) must be submitted to the Department and the Certifying Authority.
- C17. Independent Audits of the development must be carried out in accordance with:
- (a) the Independent Audit Program submitted to the Department and the Certifying Authority under condition C16 of this consent; and
 - (b) the requirements for an Independent Audit Methodology and Independent Audit Report in the Independent Audit Post Approval Requirements (Department 2018).
- C18. In accordance with the specific requirements in the Independent Audit Post Approval Requirements (Department 2018), the Applicant must:
- (a) review and respond to each Independent Audit Report prepared under **Condition C17** of this consent;
 - (b) submit the response to the Department and the Certifying Authority; and
 - (c) make each Independent Audit Report and response to it publicly available no later than 60 days after submission to the Department and notify the Department in writing at least 7 days before this is done.
- C19. Notwithstanding the requirements of the Independent Audit Post Approval Requirements (Department 2018), the Planning Secretary may approve a request for ongoing operational audits to be ceased, where it has been demonstrated to the Planning Secretary's satisfaction that an audit has demonstrated operational compliance.

Monitoring and Environmental Audits

- C20. Any condition of this consent that requires the carrying out of monitoring or an environmental audit, whether directly or by way of a plan, strategy or program, is taken to be a condition requiring monitoring or an environmental audit under Division 9.4 of Part 9 of the EP&A Act. This includes conditions in respect of incident notification, reporting and response, non-compliance notification, compliance reporting and independent auditing.

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

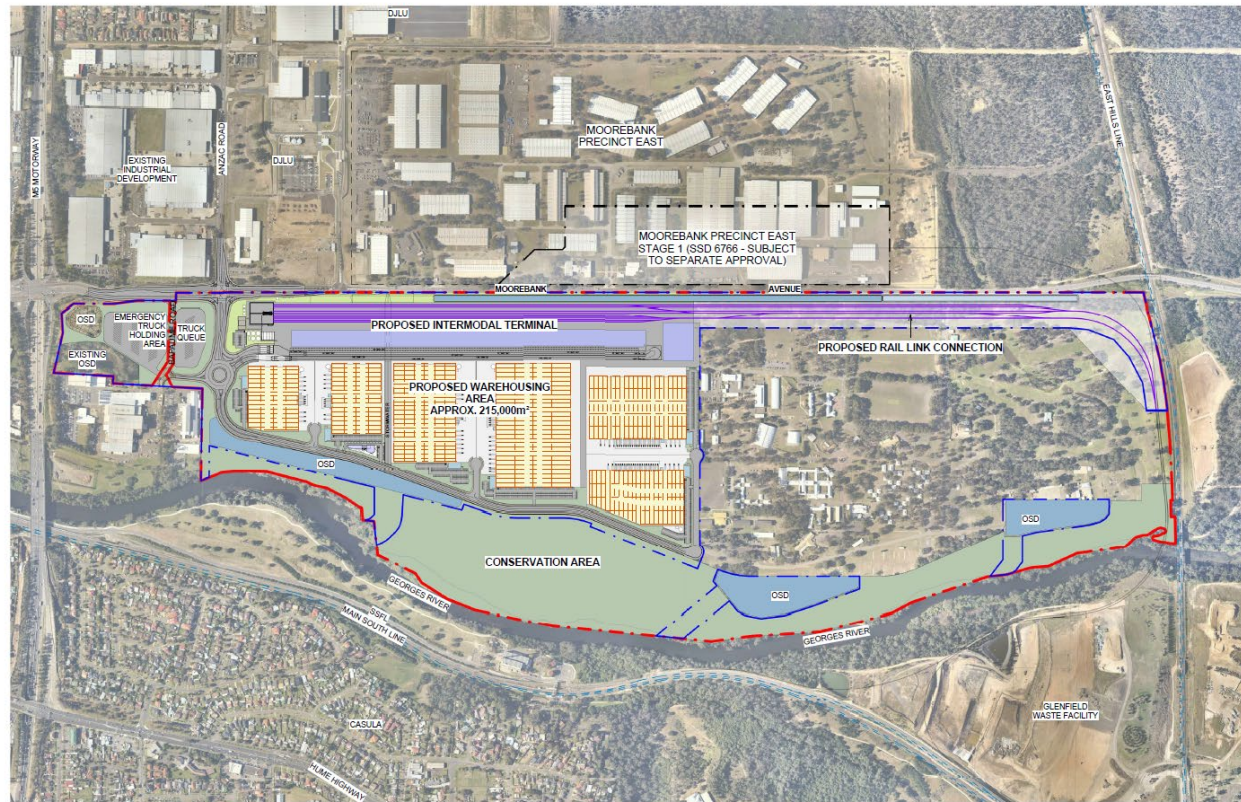
ACCESS TO INFORMATION

- C21. At least 48 hours before the commencement of construction until the completion of all works under this consent, the Applicant must:
- (a) make the following information and documents (as they are obtained or approved) publicly available on its website:
 - (i) the documents referred to in **Condition A3** of this consent and the final, approved **revised Development Layout Drawings, Stormwater Design Drawings, Landscape Drawings and Architectural Drawings** for the development;
 - (ii) all current statutory approvals for the development;
 - (iii) all approved strategies, plans and programs required under the conditions of this consent;
 - (iv) the proposed staging plans for the development if the construction, operation or decommissioning of the development is to be staged;
 - (v) minutes of CCC meetings;
 - (vi) regular reporting on the environmental performance of the development in accordance with the reporting requirements in any plans or programs approved under the conditions of this consent;
 - (vii) a comprehensive summary of the monitoring results of the development, reported in accordance with the specifications in any conditions of this consent, or any approved plans and programs;
 - (viii) a summary of the current stage and progress of the development;
 - (ix) contact details to enquire about the development or to make a complaint;

- (x) a complaints register, updated monthly;
 - (xi) the Compliance Reporting of the development;
 - (xii) audit reports prepared as part of any Independent Audit of the development and the Applicant's response to the recommendations in any audit report;
 - (xiii) any other matter required by the Planning Secretary; and
- (b) keep such information up to date, to the satisfaction of the Planning Secretary.

PROPOSED STAGE 2 SITE PLAN

STATE SIGNIFICANT DEVELOPMENT



<p>This drawing and design is subject to that contained within the Consent. The consent may be varied or amended by the consent authority. The consent authority may require the consent holder to provide additional information or to undertake further work. The consent holder is responsible for ensuring that the consent is complied with at all times.</p>				<p>ALL DIMENSIONS ARE APPROXIMATE AND ARE TO BE VERIFIED BY A REGISTERED LAND SURVEYOR.</p>		<p>Project: MOOREBANK PRECINCT WEST STAGE 2</p> <p>Project Address: MOOREBANK AVENUE, MOOREBANK, NSW</p>		<p>Client: SIMTA (Sustainable Infrastructure, Modern Transport, and Access)</p> <p>Project Manager: TACTICAL</p>		<p>Author: REID CAMPBELL</p> <p>Architecture, Interiors, Planning</p> <p>Level 15, 124 Walker Street North Sydney NSW 1585 Australia Tel: 61 02 9694 2011 Email: info@reidcampbell.com Web: www.reidcampbell.com</p>		<p>Drawing Title: PROPOSED STAGE 2 SITE PLAN</p> <p>Client: MOOREBANK</p> <p>Drawn By: 115123</p> <p>Check By: 115123</p> <p>Date: 11/10/2018 9:23:45 AM</p> <p>Scale: 1:500</p> <p>Sheet: M</p> <p>File Name: 115123_A_SSD_0012</p>	
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Figure 1: The Site

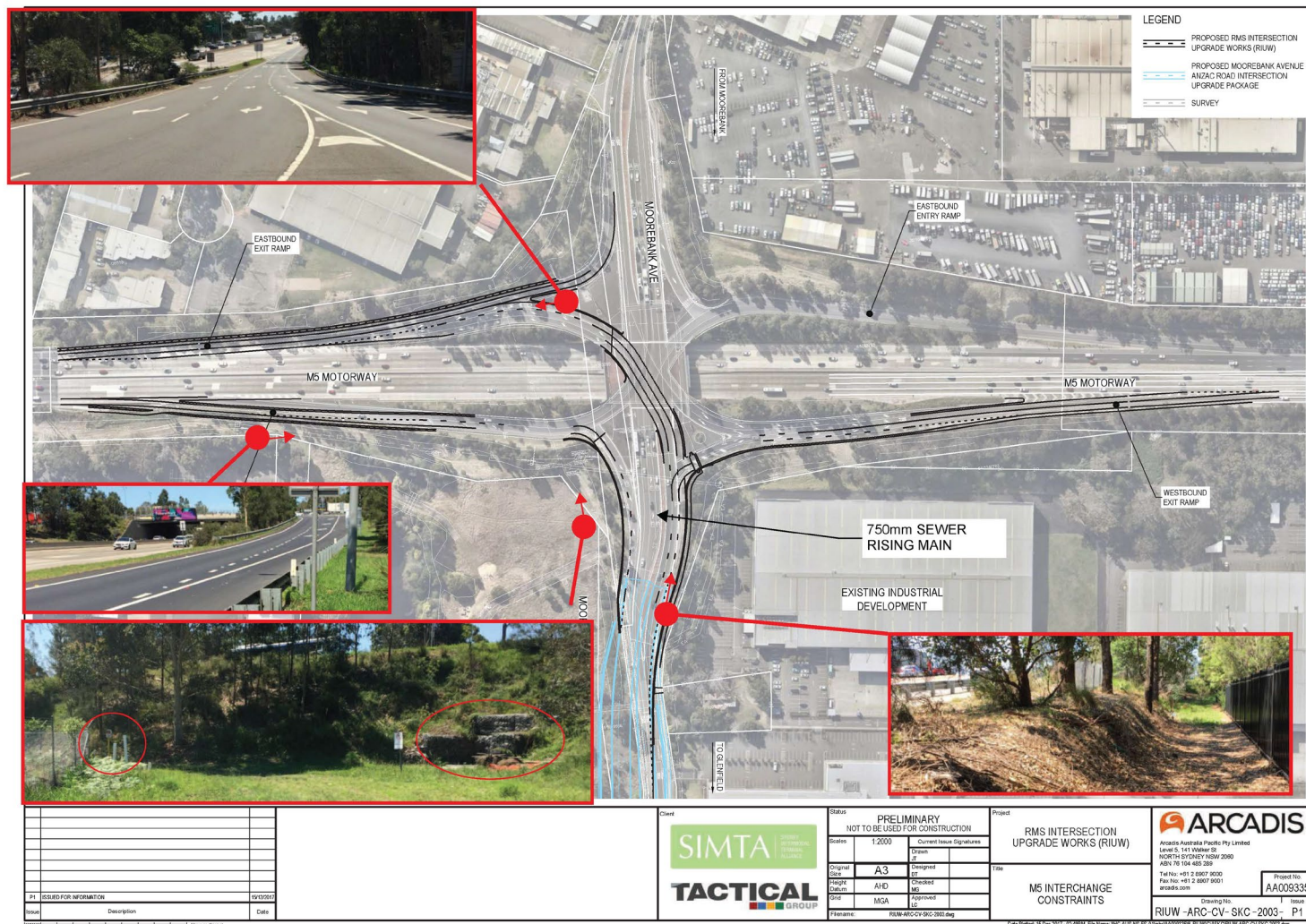


Figure 2: Indicative Layout Plan - Moorebank Avenue Road Upgrade near M5

Figure 7-1 Noise Wall and Buildings included in Noise Model

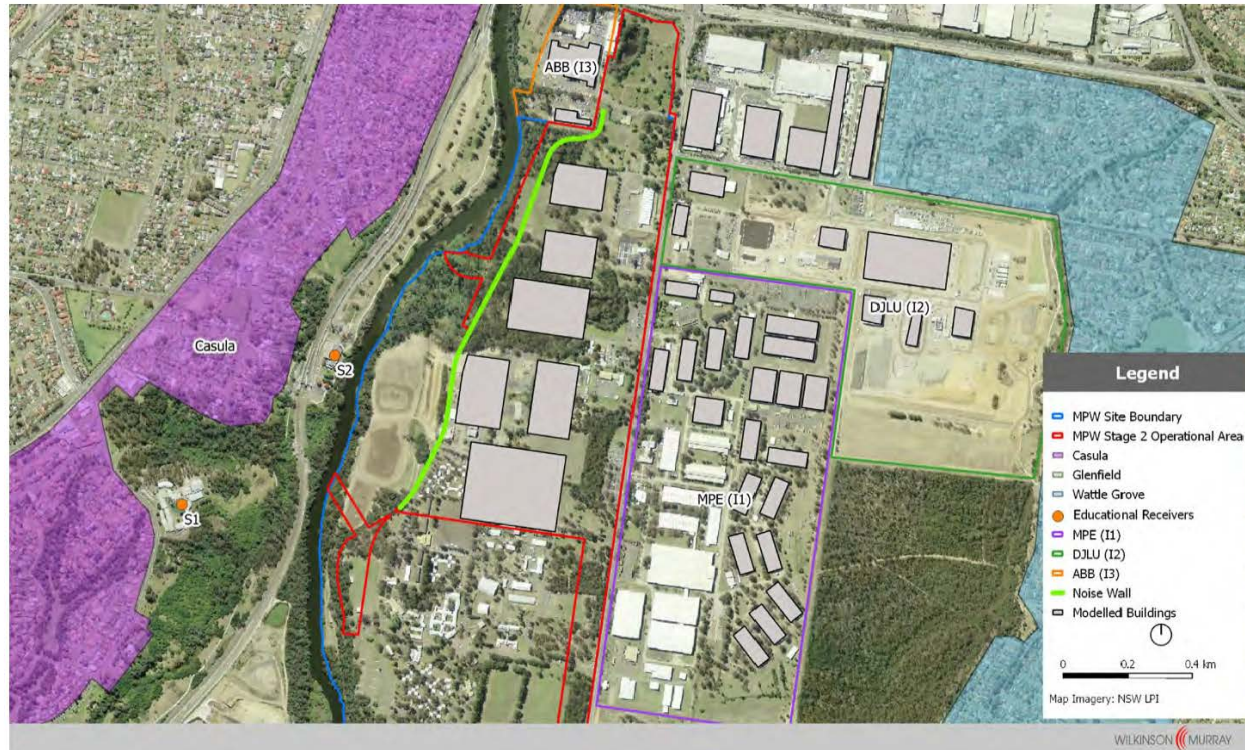
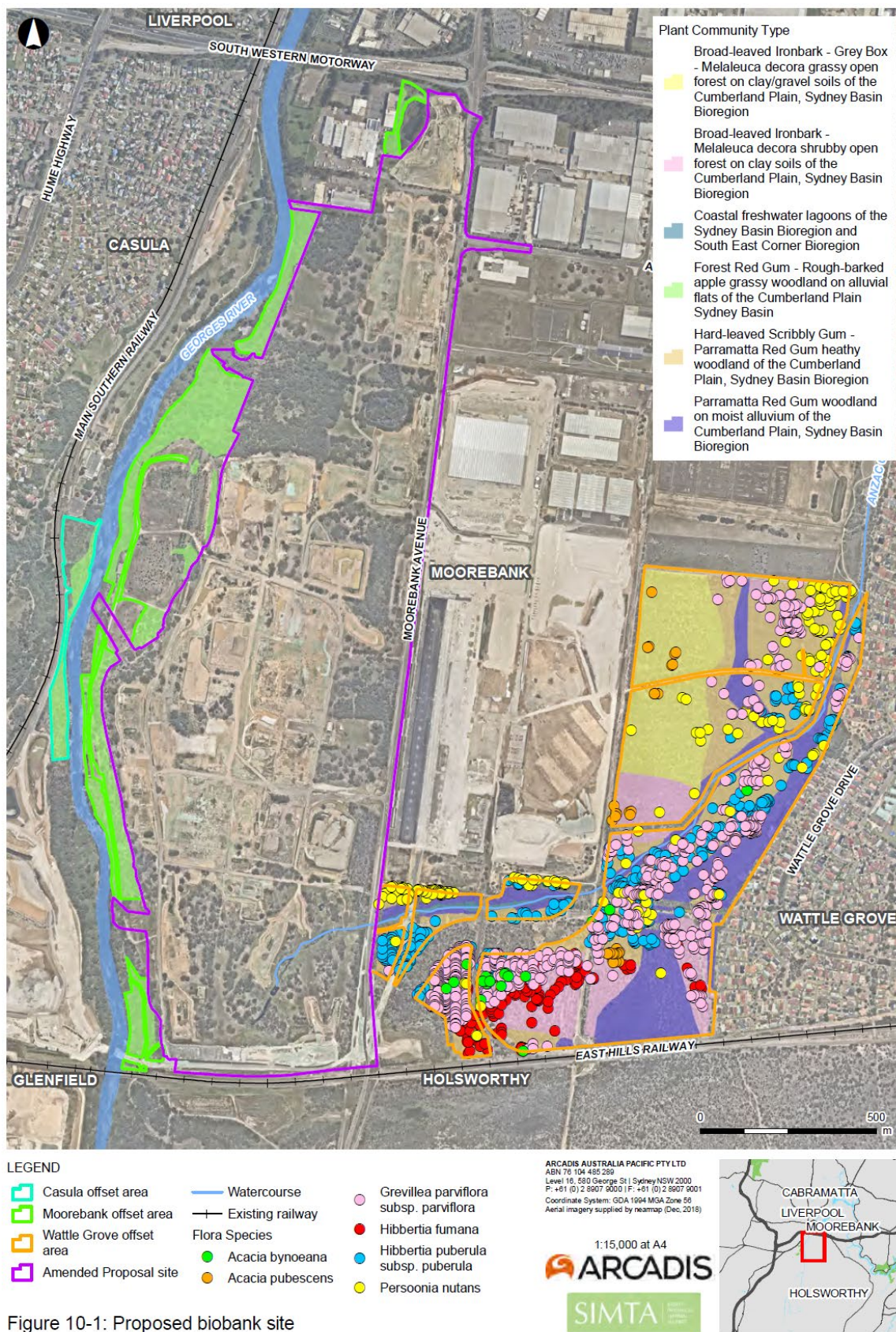


Figure 4: Figure from EIS Noise and Vibration Impact Assessment



Date: 20/03/2019 Path: F:\AA006765\GIS\A_Current\B_Maps\MPWS2\MPWS2_BAR\SIMTA_MPWS2_BAR_013_ProposedBiobankSite_A4P_v3.mxd
 Created by: ML
 QA by: EM

Figure 5: Offset areas

APPENDIX 2 APPLICANT'S MANAGEMENT AND MITIGATION MEASURES SUBMITTED 2/11/2018

APPENDIX 3 INCIDENT NOTIFICATION AND REPORTING REQUIREMENTS

WRITTEN INCIDENT NOTIFICATION REQUIREMENTS

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

INCIDENT REPORT REQUIREMENTS

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

ANNEXURE B

Voluntary Planning Agreement

ROADS AND MARITIME SERVICES

QUBE RE SERVICES (NO. 2) PTY LIMITED in its capacity as the trustee of the Moorebank Industrial Terminals Assets Trust

QUBE RE SERVICES (NO. 2) PTY LIMITED in its capacity as the trustee of the Moorebank Industrial Terminals Operations Trust

QUBE RE SERVICES (NO. 2) PTY LIMITED in its capacity as the trustee of the Moorebank Industrial Warehouse Trust

Planning Agreement

Section 7.4 of the Environmental Planning and Assessment Act 1979 (NSW)

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JH Date 21/03/2019

Parties

Roads and Maritime Services ABN 76 236 371 088, a NSW Government agency and corporation constituted under section 46 of the *Transport Administration Act 1988* (NSW) of 20-44 Ennis Road, Milsons Point, New South Wales, 2061 (**RMS**)

Qube RE Services (No 2) Pty Limited in its capacity as the trustee of the Moorebank Industrial Terminals Assets Trust (ACN 605 751 782) of Level 27, 45-53 Clarence Street, Sydney New South Wales, 2000 (**Terminal Assets Co**)

Qube RE Services (No 2) Pty Limited in its capacity as the trustee of the Moorebank Industrial Terminals Operations Trust (ACN 605 751 782) of Level 27, 45-53 Clarence Street, Sydney New South Wales, 2000 (**Terminal Operations Co**)

Qube RE Services (No 2) Pty Limited in its capacity as the trustee of the Moorebank Industrial Warehouse Trust (ACN 605 751 782) of Level 27, 45-53 Clarence Street, Sydney New South Wales, 2000 (**Warehouse Development Co**)

Background

- A The Developer is the proponent of the Development on the Land.
- B The Development comprises the Moorebank Intermodal Precinct East Development and the Moorebank Intermodal Precinct West Development.
- C The Developer has been granted the following planning approvals for the Development:
 - (i) Moorebank Intermodal Precinct East – Concept Plan Approval;
 - (ii) Moorebank Intermodal Precinct East – Stage 1 Approval;
 - (iii) Moorebank Intermodal Precinct East – Stage 2 Approval; and
 - (iv) Moorebank Intermodal Precinct West – Concept Plan and Stage 1 (Early Works) Approval.
- D The Developer has lodged the following Planning Applications for the Moorebank Intermodal Precinct West Development:
 - (i) the Moorebank Intermodal Precinct West – Stage 2 Application for the Moorebank Intermodal Precinct West - Stage 2 Development; and
 - (ii) An application to modify the Moorebank Intermodal Precinct West – Concept Plan and Stage 1 (Early Works) Approval, known as SSD 5066 Mod 1.
- E The Moorebank Intermodal Precinct West Development is subject to clause 7.36 of the Liverpool LEP.
- F Clause 7.36 of the Liverpool LEP provides that Development Consent must not be granted to certain development on the Moorebank Intermodal Precinct West Land unless the Secretary has certified in writing to the consent authority that satisfactory arrangements have been made to contribute to the provision of Relevant State Public Infrastructure in relation to that land.

- G The Developer has offered to enter into this deed to provide Development Contributions to satisfy the Relevant State Public Infrastructure needs that will arise from the Moorebank Precinct West Development – Stage 2 Development to enable a Satisfactory Arrangements Certificate to be issued for the Moorebank Intermodal Precinct West Development – Stage 2 Application.
- H The parties agree that the Development Contributions offered by the Developer under this deed are also being provided to address the regional road infrastructure needs arising from the Moorebank Intermodal Precinct West Development as a whole.

Operative provisions

1 Definitions

1.1 Definitions

In this deed, including in the recitals, these terms have the following meanings:

Approval	any approvals, Development Consents, certificates granted or issued under Part 4, Division 4.5 or Part 6 of the Planning Act, determinations under Part 5, Division 5.1 of the Planning Act, permits, endorsements, licences, conditions or requirements (and any variations to them) which may be required by law.
Approved Security	has the meaning given to that term in a WAD.
Authority	in respect of a particular context or circumstance, means each federal, state or local government, semi-government, quasi-government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal, having jurisdiction and responsibility in respect of that context or circumstance.
Bank Guarantee	<p>an irrevocable and unconditional undertaking:</p> <p>a) by an Australian bank which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and</p> <p>b) on terms acceptable to RMS, in RMS' absolute discretion,</p> <p>to pay the face value of that undertaking (being such amount as is required under this deed) on demand.</p>

Business Day	a day which is not a Saturday, Sunday or bank or public holiday in Sydney.
Complying Development Certificate	has the meaning given to that term in the Planning Act.
Construction Certificate	has the meaning given to that term in the Planning Act.
Dealing	means selling, transferring or subdividing land or an interest in land. For the avoidance of doubt, Dealing does not include the grant of a lease of any tenure.
Dedicate	means to dedicate land as a public road (but not a temporary public road) in accordance with the <i>Roads Act 1993</i> (NSW) and Dedicated and Dedication have the same meaning.
Developer	Terminal Assets Co, Terminal Operations Co and Warehouse Development Co, whose obligations are joint and several.
Development	the: <ul style="list-style-type: none"> a) Moorebank Intermodal Precinct East Development; and b) Moorebank Intermodal Precinct West Development, in the form and scale approved as at the date of this deed pursuant to the Moorebank Intermodal Precinct East – Concept Plan and the Moorebank Intermodal Precinct West – Concept Plan and Stage 1 (Early Works) Approval.
Development Consent	has the same meaning as in the Planning Act.
Development Contributions	the contributions to be provided by the Developer in accordance with clause 4 and Schedule 3 .
Due Date	the date(s) on which the Development Contributions must be provided as specified in Column 2 or Column 4 of the Table in clause 1 of Schedule 3 .
Explanatory Note	the note exhibited with a copy of this deed when this deed is made available for inspection by the public pursuant to the Planning Act, as required by the Planning Regulation.
Land	the: <ul style="list-style-type: none"> a) Moorebank Intermodal Precinct East Land; and b) Moorebank Intermodal Precinct West Land.

Law	any statute, regulation, rule, proclamation, order, ordinance or by-law whether present or future and whether Commonwealth, State, territorial or local, and the common law.
Liverpool LEP	the <i>Liverpool Local Environmental Plan 2008</i> (NSW).
Monetary Contribution	the payment of monies in the amount(s) specified in Item 1 of the Table in clause 1 of Schedule 3 .
Moorebank Avenue South Upgrade	<p>means the upgrade of Moorebank Avenue:</p> <ul style="list-style-type: none"> a) from the IMEX Terminal Main access point (as referred to in Condition B13 of the Moorebank Intermodal Precinct East – Stage 2 Approval) to the southern boundary of Lot 1 DP 1048263, so that Moorebank Avenue in this location comprises: <ul style="list-style-type: none"> i) four (4) through lanes with the lanes generally being 3.5 metre wide central travel lanes; ii) any required intersections, including turning lanes at intersections; iii) 4.2 metre wide kerbside travel lanes; iv) a 3.5 metre verge along the northbound and south bound carriageways; and b) associated tie in works to the four (4) through lanes to approximately 120 metres south of the southern boundary of Lot 1 DP 1048263.
Moorebank Avenue South Upgrade Land	<p>means:</p> <ul style="list-style-type: none"> a) a 21 metre wide corridor for the length of the Moorebank Avenue South Upgrade, unless RMS agrees in its absolute discretion to a reduced corridor width as part of any RMS approval of the Moorebank Avenue South Upgrade final design pursuant to a WAD; and b) any additional land required by RMS acting reasonably following practical completion of the Moorebank Avenue South Upgrade.
Moorebank Avenue Realignment	<p>the realignment of Moorebank Avenue, in the general location depicted in the plan at Annexure B, including the following, unless otherwise agreed or required by RMS in writing in its absolute discretion:</p> <ul style="list-style-type: none"> a) four (4) through lanes: <ul style="list-style-type: none"> i) from where the realignment connects with existing Moorebank Avenue (Lot 2 in DP 1197707) in the location of the Defence Joint

Logistics Unit site (Lot 3 in DP 1197707) and Lot 1 in DP 1048263 including any associated tie in works; and

- ii) along the northern and eastern boundaries of Lot 1 in DP 1048263 and to the south eastern boundary of that land,

with the lanes generally being 3.5 metre wide central travel lanes;

- b) two (2) through lanes from the south eastern boundary of Lot 1 in DP 1048263 to the southern boundary of existing Moorebank Avenue (Lot 2 in DP 1197707) at the East Hills Rail line, including any associated tie in works to Moorebank Avenue (Lot 2 DP 1197707) in that location, and with the lanes generally being 3.5 metre wide central travel lanes;
- c) any required intersections, including any required traffic lights and turning lanes at intersections;
- d) 4.2 metre wide kerbside travel lanes;
- e) a 3.5 metre verge along the northbound and south bound carriageways; and
- f) any road work or road related infrastructure required beyond the 3.5 metre verge.

**Moorebank Avenue
Realignment Land**

means:

- a) a 21 metre wide corridor for the length of the land comprising the Moorebank Avenue Realignment, unless RMS agrees in its absolute discretion to a reduced corridor width as part of any RMS approval of the Moorebank Avenue Realignment final design pursuant to a WAD;
- b) any additional land required by RMS at any intersections; and
- c) any additional land required by RMS acting reasonably following practical completion of the Moorebank Avenue Realignment.

**Moorebank
Intermodal Precinct
East Development**

the development and use of the Moorebank Intermodal Precinct East Land as an intermodal facility, including a rail link to the Southern Sydney Freight Line, warehouse and distribution facilities, freight village, stormwater, landscaping, servicing and associated works consistent with the Moorebank Intermodal Precinct East – Concept Plan Approval, and as approved in the Moorebank Intermodal Precinct East – Stage 1 Approval and the Moorebank Intermodal Precinct East - Stage 2 Approval.

Moorebank Intermodal Precinct East Land	the land identified in Table 1 at Schedule 2 .
Moorebank Intermodal Precinct East – Concept Plan Approval	the Part 3A concept plan approval (MP10_0193) for the Moorebank Intermodal Precinct East Development concept plan approved by the Minister for Planning on or about 29 September 2014, in the form and scale approved as at the date of this deed.
Moorebank Intermodal Precinct East – Stage 1 Approval	the State significant development consent (SSD 6766) for Stage 1 of the Moorebank Intermodal Precinct East Development approved by the Minister for Planning on or about 12 December 2016, as modified from time to time, consistent with the Moorebank Intermodal Precinct East – Concept Plan Approval.
Moorebank Intermodal Precinct East – Stage 2 Approval	the State significant development application (SSD 16_7628) for Stage 2 of the Moorebank Intermodal Precinct East Development approved by the Minister for Planning on or about 31 January 2018, as modified from time to time, consistent with the Moorebank Intermodal Precinct East – Concept Plan Approval.
Moorebank Intermodal Precinct West Development	the development and use of the Moorebank Intermodal Precinct West Land as an intermodal facility, including a rail link to the Southern Sydney Freight Line, warehouse and distribution facilities and associated works, consistent with the Moorebank Intermodal Precinct West – Concept Plan and Stage 1 (Early Works) Approval.
Moorebank Intermodal Precinct West Land	the land identified in Table 2 at Schedule 2 .
Moorebank Intermodal Precinct West – Concept Plan and Stage 1 (Early Works) Approval	the State significant development consent (SSD 5066) concept proposal and Stage 1 (early works) for the Moorebank Intermodal Precinct West Development approved by the Minister for Planning on or about 3 June 2016, in the form and scale approved as at the date of this deed.
Moorebank Intermodal Precinct West - Stage 2 Application	the State significant development application (SSD 16_7709) lodged by the Developer with the Minister for Planning on or about 16 June 2016, as amended by the Response to Submissions report lodged by the Developer with the Minister for Planning in or about July 2017, seeking approval to undertake Stage 2 of the Moorebank Intermodal Precinct West Development, consistent with the Moorebank Intermodal Precinct West – Concept Plan and Stage 1 (Early Works) Approval.

Moorebank Intermodal Precinct West - Stage 2 Development	the development the subject of the Moorebank Intermodal Precinct West – Stage 2 Application, as approved, and as modified from time to time, consistent with the Moorebank Intermodal Precinct West – Concept Plan and Stage 1 (Early Works) Approval.
Novation Deed	the deed at Annexure A .
NSW LRS	NSW Land Registry Services or any other Authority replacing it.
Party	a party to this deed, including their successors and assigns.
Planning Act	the <i>Environmental Planning and Assessment Act 1979</i> (NSW).
Planning Application	<p>a) a development application; or</p> <p>b) a modification application to a Development Consent,</p> <p>made under the Planning Act.</p>
Planning Regulation	the <i>Environmental Planning and Assessment Regulation 2000</i> (NSW).
Register	the Torrens title register maintained under the <i>Real Property Act 1990</i> (NSW).
Registration Land	means that part of Moorebank Avenue, Moorebank, comprised in Lot 2 in DP 1197707.
Relevant State Public Infrastructure	has the meaning given to that term in clause 7.36 of the Liverpool LEP.
Satisfactory Arrangements Certificate	in respect of any land means a certificate issued by the Secretary that satisfactory arrangements have been made to contribute to the provision of relevant State public infrastructure in accordance with clause 7.36 of the Liverpool LEP.
Security	means a Bank Guarantee.
Secretary	the Secretary of the Department of Planning and Environment.
Subdivision Certificate	has the meaning given to that term in the Planning Act.
Subdivision Works Certificate	has the meaning given to that term in the Planning Act.

Trigger Event

means any of the following events:

- a) the issue of a Construction Certificate for any part of the Moorebank Intermodal Precinct West - Stage 2 Development;
- b) the issue of a Subdivision Certificate for any part of the Moorebank Intermodal Precinct West - Stage 2 Development;
- c) the issue of a Subdivision Works Certificate for any part of the Moorebank Intermodal Precinct West - Stage 2 Development; or
- d) if any part of the Moorebank Intermodal Precinct West - Stage 2 Development may be carried out without the need for a Construction Certificate, Subdivision Certificate or Subdivision Works Certificate:
 - i) commencement of that part of the Moorebank Intermodal Precinct West - Stage 2 Development; or
 - ii) the issue of a Complying Development Certificate in respect of that part of the Moorebank Intermodal Precinct West - Stage 2 Development.

WAD

a Works Authorisation Deed or other infrastructure delivery agreement entered into by RMS and the Developer regarding the design, construction, completion and Dedication of road works by the Developer.

1.2 Construction

In this deed unless the context clearly indicates otherwise:

- (a) a reference to **this deed** or another document means this deed or that other document and any document which varies, supplements, replaces, assigns or novates this deed or that other document;
- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the **introduction**, a **clause**, **schedule** or **annexure** is a reference to the introduction, a clause, a schedule or an annexure to or of this deed;
- (e) **clause headings**, the **introduction** and the **table of contents** are inserted for convenience only and do not form part of this deed;
- (f) the **schedules** and **annexures** form part of this deed;

- (g) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (h) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (i) a reference to a **corporation** includes its successors and permitted assigns;
- (j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this deed;
- (k) an **obligation** or **warranty** on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (l) a requirement to do any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (m) **including** and **includes** are not words of limitation;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) **monetary amounts** are expressed in Australian dollars;
- (p) the singular includes the plural and vice-versa;
- (q) words importing one gender include all other genders;
- (r) a reference to a thing includes each part of that thing; and
- (s) neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

2 Operation and Application of this deed

2.1 Operation

This deed will operate only if:

- (a) it is signed by the Parties; and
- (b) Development Consent is granted for the Moorebank Intermodal Precinct West - Stage 2 Application.

2.2 Planning agreement under the Planning Act

This deed is a Planning Agreement governed by Part 7, Division 7.1, Subdivision 2 of the Planning Act.

2.3 Application

This deed applies to the:

- (a) Moorebank Intermodal Precinct West - Stage 2 Development; and
- (b) Moorebank Intermodal Precinct West Development as a whole.

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

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

4 Development Contributions

4.1 Provision of Development Contributions

Subject to **clause 4.2**, the Developer must provide, or must procure the provision of, the Development Contributions in accordance with **Schedule 3**.

4.2 Obligation to provide Development Contributions

The Developer's obligations to provide or procure the provision of the Development Contributions in accordance with this **clause 4** and **Schedule 3** of this deed will arise in relation to:

- (a) the Monetary Contribution, on the earlier of:
 - (i) three (3) months after the date that Development Consent is granted for the Moorebank Intermodal Precinct West - Stage 2 Application, unless the Development Consent is surrendered in accordance with the Planning Act prior to that time; or
 - (ii) prior to a Trigger Event occurring; and
- (b) the Moorebank Avenue Realignment or the Moorebank Avenue South Upgrade (as applicable), upon the operation of this deed in accordance with **clause 2.1**, unless the Development Consent is subsequently surrendered in accordance with the Planning Act within three (3) months after the date that Development Consent is granted for the Moorebank Intermodal Precinct West - Stage 2 Application.

Nothing in this **clause 4.2** otherwise affects the Developer's obligations under this deed, including its obligations under **clauses 6** and **8** and **Schedule 4**.

4.3 Notice of Surrender

If the Developer seeks to surrender the Development Consent granted for the Moorebank Intermodal Precinct West - Stage 2 Application in accordance with the Planning Act for the purpose of **clause 4.2**, it must:

- (a) provide RMS with a copy of any notice of surrender prepared in accordance with the Planning Regulation at the same time as any notice is given to the consent authority; and
- (b) immediately provide RMS with a copy of any response(s) or notification(s) received from the consent authority in relation to any notice of surrender.

4.4 Restriction on issue of certificates

The parties agree that the requirement to provide the Monetary Contribution in accordance with **clause 4.2(a)** is a restriction on the issue of:

- (a) a Construction Certificate within the meaning of section 6.8 of the Planning Act and clause 146A of the Planning Regulation; and
- (b) a Subdivision Certificate within the meaning of section 6.15(1)(d) of the Planning Act.

4.5 Acknowledgment

The Developer acknowledges and agrees that RMS:

- (a) has no obligation to use or expend a Development Contribution for a particular purpose;
- (b) has no obligation to repay or provide any compensation or payment for a Development Contribution, except as provided for in this deed; or
- (c) has not made any representation or warranty that, if any part of a Development Contribution is transferred or provided to another Authority, the Development Contribution will or must be used for any particular purpose by it or any other Authority.

5 Interest for late provision of Monetary Contribution

- (a) If the Developer is required to pay a Monetary Contribution under this deed and fails to do so on the Due Date for provision of that Monetary Contribution, the Developer must also pay to RMS interest on the overdue amount at a rate of 2% above the loan reference rate charged by the Commonwealth Bank of Australia from time to time.
- (b) Interest will be payable on the daily balance of amounts due from the Due Date for provision of those amounts until those amounts (including interest on those amounts) have been paid to RMS.

6 Registration of this deed

6.1 Registration of deed

Within 10 Business Days of this deed becoming operative in accordance with **clause 2.1**, the Developer must, at its expense, take all practical steps and otherwise do anything necessary to procure:

- (a) the consent of each person required by the Registrar-General who:
 - (i) has an estate or interest in the Registration Land registered under the *Real Property Act 1990* (NSW); or
 - (ii) is seized or possessed of an estate or interest in the Registration Land,to the registration of this deed on the title of the Registration Land and to the terms of this deed;
- (b) the execution of any documents required to enable registration of this deed on the title of the Registration Land;
- (c) the production of the certificates of title for the Registration Land; and
- (d) the lodgement and registration of this deed by the Registrar-General in the relevant folios of the Register for the Registration Land.

6.2 Evidence of registration

The Developer must provide RMS with:

- (a) evidence of the lodgement of this deed pursuant to **clause 6.1(d)** within 10 Business Days of such lodgement at the NSW LRS; and

- (b) a copy of the relevant folios of the Register and a copy of all registered dealings for the Registration Land within 10 Business Days of registration of this deed.

6.3 Release and discharge of deed

- (a) The Developer will be released from its obligations under this deed once the Developer has satisfied its obligations to provide the Development Contributions in accordance with this deed.
- (b) Following the Developer's satisfaction of its obligations under this Deed, RMS will do all things reasonably required by the Developer to have the Registrar-General remove this deed from the relevant folio(s) of the Register.

6.4 No fetter on Commonwealth as land owner

The parties acknowledge and agree that registration of this deed on the title of the Registration Land will not in any way restrict or otherwise affect the unfettered discretion of the Commonwealth to exercise any of its statutory functions or powers pursuant to any Law, or render the Commonwealth liable for anything the Commonwealth does, purports to do or fails to do in the exercise of its statutory functions or powers.

7 Dispute Resolution

7.1 Not commence

A Party must not commence any court proceedings relating to a dispute unless it complies with this **clause 7**.

7.2 Written notice of dispute

A Party claiming that a dispute has arisen under or in relation to this deed must give written notice to the other Party specifying the nature of the dispute and requiring the dispute be addressed in accordance with this **clause 7**.

7.3 Attempt to resolve

On receipt of a notice under **clause 7.2**, the Parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or other techniques agreed by them.

7.4 Mediation

If the Parties do not agree within 21 Business Days of receipt of a notice under **clause 7.2** (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all material steps in those procedures; or
- (c) the selection and compensation of the independent person required for such technique,

then, subject to **clause 7.5**, the Parties must mediate the dispute in accordance with the Law Society of NSW's Mediation Program. The Parties must, as soon as possible, request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

7.5 Court proceedings

If the dispute is not resolved within 60 Business Days after notice is given under **clause 7.2** (or any other period agreed in writing by the Parties) then any Party which has complied with the provisions of this **clause 7** may, by written notice to the other Parties, terminate any dispute resolution process undertaken under this clause and any Party may then commence court proceedings in relation to the dispute.

7.6 Use of information

The Parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this **clause 7** is to attempt to resolve the dispute. No Party may use any information or documents obtained through any dispute resolution process undertaken under this **clause 7** for any purpose other than in an attempt to resolve the dispute.

7.7 No prejudice

This **clause 7** does not prejudice the right of a Party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this deed.

7.8 Continued performance of obligations

Despite the existence of a dispute under this **clause 7**, but subject to any order of a court or the agreement of the Parties, the Parties must continue to perform their obligations under this deed.

8 Enforcement

The Developer has agreed to provide security for the performance of the Developer's obligation to provide the Development Contributions under this deed by:

- (a) registering this deed on the title of the Registration Land in accordance with **clause 6**; and
- (b) providing the Security in accordance with **Schedule 4**.

9 Notices

9.1 Delivery

Any notice that must be given or made to a Party under this deed is only given or made if it is in writing and sent in one of the following ways:

- (a) Delivered or posted to that Party at its address set out below.
- (b) Emailed to that Party at its email address set out below.

Developer

Attention:	The Company Secretary
Address:	Level 27, 45 Clarence Street, Sydney, NSW 2000
Email:	Adam.Jacobs@qube.com.au

RMS

Attention: Rachel Cumming, Senior Manager Land Use Assessment

Address: Level 5/27 Argyle Street Parramatta NSW 2150

Email: rachel.cumming@rms.nsw.gov.au

9.2 Change of details

If a Party gives the another Party 3 Business Days' notice of a change of its address or email address, any notice is only given or made by that other Party if it is delivered, posted or emailed to the latest address.

9.3 Giving of notice

Subject to **clause 9.4**, any notice is to be treated as given or made at the following time:

- (a) If it is delivered, when it is left at the relevant address.
- (b) If it is sent by post, five Business Days after it is posted.
- (c) If it is sent by email, on the date that the sending Party's email system records indicate the email was sent, unless:
 - (i) the sender receives a delivery failure notification; or
 - (ii) the intended recipient(s) is able to provide information which indicates that the email was not received by the email system of the intended recipient(s).

9.4 Delivery outside of business hours

If any notice is delivered or emailed on a day that is not a Business Day or, if on a Business Day, after 5.00pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

10 Assignment and Novation

10.1 Assignment by Developer

- (a) The Developer must not assign any right or benefit under this Agreement without the prior written consent of the other Parties. RMS must not unreasonably withhold or delay its written consent and must respond within 15 Business Days.
- (b) Any purported dealing in breach of this **clause 10.1** is of no effect.

10.2 Novation by Developer

Prior to a proposed novation of its obligations under this deed, the Developer must seek the written consent of RMS and:

- (a) satisfy RMS, acting reasonably, that the person to whom the Developer's obligations are to be novated (**Incoming Party**) has sufficient assets, resources and expertise required to perform the Developer's obligations under this deed insofar as those obligations are to be novated to the Incoming Party;

- (b) satisfy RMS of any other reasonable requirements relating to the Incoming Party;
- (c) satisfy RMS, acting reasonably, that the Developer is not in material breach of its obligations under this deed;
- (d) procure the execution of the Novation Deed with RMS, the Developer and the Incoming Party in a form reasonably acceptable to the Parties; and
- (e) the Developer and the Incoming Party must pay all costs reasonably incurred by RMS in relation to the Novation Deed, including legal costs and disbursements.

10.3 Assignment by RMS

RMS may assign the rights and benefits of this deed to another public Authority in its absolute discretion, without the need for prior consent from the Developer.

10.4 Dealings with the Registration Land

The Developer must not enter into any Dealing with a third party (**Transferee**) relating to the Developer's interests in the Registration Land unless before the Dealing is entered into with the Transferee:

- (a) the Developer satisfies RMS (acting reasonably) that the proposed Transferee is financially capable of complying with those of the Developer's obligations under this deed which RMS (acting reasonably) specifies, by written notice to the Developer, must be adopted by the Transferee (**Required Obligations**);
- (b) the Transferee enters into a deed in favour of RMS substantially in the form of the Novation Deed, under which the Transferee agrees to comply with the Required Obligations as if the Transferee were the Developer;
- (c) any default by the Developer in relation to the Registration Land the subject of the proposed Dealing has been remedied by the Developer, unless that default has been waived expressly by RMS in writing; and
- (d) the Developer and the Transferee pay all costs reasonably incurred by RMS in relation to that Dealing, including legal costs and disbursements.

11 Representations and warranties

The Parties represent and warrant that they have power to enter into this deed and comply with their obligations under this deed and that entry into this deed will not result in the breach of any Law.

12 GST

12.1 Construction

In this **clause 12**:

- (a) unless there is a contrary indication, words and expressions which are not defined in this document but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- (b) **GST Law** has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act; and
- (c) references to GST payable and input tax credit entitlements include:
 - (i) notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a government, government body, authority, agency or instrumentality of the Commonwealth, a State or a Territory); and
 - (ii) GST payable by, and the input tax credit entitlements of, the representative member of a GST group of which the entity is a member.

12.2 Intention of the parties

- (a) The parties intend that divisions 81 and 82 of the GST Law apply to the supplies made under and in respect of this deed; and
- (b) No additional amounts will be payable on account of GST and no tax invoices will be exchanged between the Parties.

12.3 Consideration GST exclusive

Unless otherwise expressly stated, all consideration, whether monetary or non-monetary, payable or to be provided under or in connection with this document is exclusive of GST (**GST-exclusive consideration**).

12.4 Payment of GST

If GST is payable on any supply made by:

- (a) a Party; or
- (b) an entity that is taken under the GST Law to make the supply by reason of the capacity in which a Party acts,

(**Supplier**) under or in connection with this document, the recipient of the supply, or the Party providing the consideration for the supply, must pay to the Supplier an amount equal to the GST payable on the supply.

12.5 Timing of GST payment

The amount referred to in **clause 12.4** must be paid in addition to and at the same time and in the same manner (without any set-off or deduction) that the GST-exclusive consideration for the supply is payable or to be provided.

12.6 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient of a taxable supply before the Supplier is entitled to payment of an amount under **clause 12.4**.

12.7 Adjustment event

If an adjustment event arises in respect of a supply made by a Supplier under or in connection with this document, any amount that is payable under **clause 12.4** will be calculated or recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

12.8 Reimbursements

- (a) Where a Party is required under or in connection with this document to pay for, reimburse or contribute to any expense, loss, liability or outgoing suffered or incurred by another Party or indemnify another Party in relation to such an expense, loss, liability or outgoing (**Reimbursable Expense**), the amount required to be paid, reimbursed or contributed by the first Party will be reduced by the amount of any input tax credits to which the other Party is entitled in respect of the Reimbursable Expense.
- (b) This **clause 12.8** does not limit the application of **clause 12.4**, if appropriate, to the Reimbursable Expense as reduced in accordance with **clause 12.8(a)**.

12.9 No merger

This **clause 12** does not merge on the completion, rescission or other termination of this document or on the transfer of any property supplied under this document.

13 Trustee Limitation of Liability

- (a) This clause applies to each Party that enters into this deed only in its capacity as trustee (**Trustee**) of a trust (**Trust**) and in no other capacity.
- (b) A liability arising under or in connection with this deed is limited to and can be enforced against the Trustee only to the extent to which it can be satisfied out of property of Trust out of which the Trustee is actually indemnified for the liability. This limitation of the Trustee's liability applies despite any other provision of this deed and extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this deed.
- (c) The parties other than the Trustee may not sue the Trustee in any capacity other than as trustee of Trust, including seeking the appointment of a receiver (except in relation to property of Trust), a liquidator, an administrator or any similar person to the Trustee or prove in any liquidation, administration or arrangement of or affecting the Trustee (except in relation to property of Trust).
- (d) The provisions of this clause shall not apply to any obligation or liability of the Trustee to the extent that it is not satisfied because under the trust deed establishing the Trust or by operation of law there is a reduction in the extent of the Trustee's indemnification out of the assets of Trust, as a result of the Trustee's fraud, negligence or breach of trust.

14 Termination

- (a) If the Developer's obligations to provide or procure the provision of the Development Contributions do not arise in accordance with **clause 4.2** of this deed because the Development Consent for the Moorebank Intermodal Precinct West – Stage 2 Application is surrendered in accordance with the Planning Act within three (3) months after the date that the Development Consent is granted, then:
 - (i) RMS may terminate this deed by written notice to the Developer following notification by the consent authority in accordance with the Planning Regulation that the proposed surrender has taken effect;
 - (ii) the Developer may provide written notice to RMS requesting that RMS exercise its rights under **clause 14(a)(i)** and RMS must accept any such request within 20 Business Days;
 - (iii) upon written notice of the termination of this deed being provided by RMS to the Developer:
 - (A) the rights of each Party that arose before the termination or which may arise at any future time for any breach of obligations occurring prior to the termination of this deed are not affected; and
 - (B) RMS will return the Security provided in accordance with **clause 8** and **Schedule 4** of this deed to the Developer after first deducting any amounts owed to RMS in accordance with this deed; and
 - (iv) RMS must, within 15 Business Days of any written request by the Developer, and at the Developer's cost, do all things reasonably required to remove this deed from the title of the Registration Land.
- (b) Where this deed is terminated in accordance with this **clause 14**, if any future Planning Application(s) is made by the Developer or any other person in relation to the Moorebank Intermodal Precinct West Development, then the applicant of that Planning Application(s) must comply with the requirements of clause 7.36 of the Liverpool LEP and this deed will have no operation or effect in relation to that Planning Application(s).
- (c) This **clause 14** will survive termination of this deed.

15 General Provisions

15.1 Liability

An obligation of two or more persons binds them separately and together.

15.2 Entire agreement

This deed constitutes the entire agreement between the Parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the Parties, whether orally or in writing.

15.3 Variation

This deed must not be varied except by a later written document executed by all Parties.

15.4 Waiver

A right created by this deed cannot be waived except in writing signed by the Party entitled to that right. Delay by a Party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a Party of a right operate as a subsequent waiver of the same right or of any other right of that Party.

15.5 Further assurances

Each Party must promptly execute all documents and do everything necessary or desirable to give full effect to the arrangements contained in this deed.

15.6 Time for doing acts

(a) If:

- (i) the time for doing any act or thing required to be done; or
- (ii) a notice period specified in this deed,

expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

(b) If any act or thing required to be done is done after 5.00pm on the specified day, it is taken to have been done on the following Business Day.

15.7 Governing law and jurisdiction

- (a) The laws applicable in New South Wales govern this deed.
- (b) The Parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

15.8 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this deed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

15.9 Preservation of existing rights

The expiration or termination of this deed does not affect any right that has accrued to a Party before the expiration or termination date.

15.10 No merger

Any right or obligation of any Party that is expressed to operate or have effect on or after the completion, expiration or termination of this deed for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

15.11 Counterparts

This deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

15.12 Relationship of Parties

Nothing in this deed creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between RMS and the Developer.

15.13 Good faith

Each Party must act in good faith towards all other Parties and use its best endeavours to comply with the spirit and intention of this deed.

15.14 No fetter

Nothing in this deed shall be construed as:

- (a) requiring RMS to do anything that would cause RMS to breach any of the RMS' obligations at law; or
- (b) limiting or fettering in any way the discretion of RMS in exercising any of RMS' statutory functions, powers, authorities or duties.

15.15 Explanatory Note

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

15.16 Costs, expenses and stamp duty

- (a) The Developer must pay their own and RMS' legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this deed.
- (b) The Developer must pay for all costs and expenses associated with the giving of public notice of this deed and the Explanatory Note in accordance with the Regulation.
- (c) The Developer must pay all taxes assessed on or in respect of this deed and any instrument or transaction required or contemplated by or necessary to give effect to this deed (including stamp duty and registration fees, if applicable, on any transfer of land).
- (d) The Developer must provide RMS with bank cheques in respect of RMS' costs pursuant to **clauses 15.16(a) and (b)**:
 - (i) where RMS has provided the Developer with written notice of the sum of such costs prior to execution of this deed, on the date of execution of this deed; or
 - (ii) where RMS has not provided the Developer with prior written notice of the sum of such costs prior to execution, within 10 Business Days of demand by RMS for payment.

15.17 Effect of Schedules

The Parties agree to comply with any terms contained in Schedules to this deed as if those terms were included in the operative part of the deed.

Schedule 1

Section 7.4 Requirements

The Parties acknowledge and agree that the Tables set out below provide for certain terms, conditions and procedures for the purpose of this deed complying with the Planning Act.

Table 1 – Requirements under section 7.4 of the Planning Act

Provision of the Planning Act	This deed
Under section 7.4(1), the Developer has:	
(a) sought a change to an environmental planning instrument.	No
(b) made, or proposes to make, a development application.	Yes
(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	No
Description of the land to which this deed applies- (Section 7.4(3)(a))	The whole of the Moorebank Intermodal Precinct West Land as defined in clause 1.1 of this Deed.
Description of the development to which this deed applies- (Section 7.4 (3)(b)(ii))	a) the Moorebank Intermodal Precinct West - Stage 2 Development; and b) the Moorebank Intermodal Precinct West Development as a whole, as defined in clause 1.1 of this Deed.
The scope, timing and manner of delivery of Development Contributions required by this deed - (Section 7.4 (3)(c))	See Schedule 3 .
Applicability of Section 7.11 of the Planning Act - (Section 7.4 (3)(d))	The application of section 7.11 of the Planning Act is not excluded in respect of the Moorebank Intermodal Precinct West - Stage 2 Development.
Applicability of Section 7.12 of the Planning Act - (Section 7.4 (3)(d))	The application of section 7.12 of the Planning Act is not excluded in respect of the Moorebank Intermodal Precinct West - Stage 2 Development.

Provision of the Planning Act	This deed
Applicability of Section 7.24 of the Planning Act - (Section 7.4 (3)(d))	The application of section 7.24 of the Planning Act is not excluded in respect of the Moorebank Intermodal Precinct West - Stage 2 Development.
Applicability of Section 7.4 (3)(e) of the Planning Act	The Development Contribution to be provided by the Developer under this deed will not be taken into consideration in determining a development contribution in respect of the Moorebank Intermodal Precinct West - Stage 2 Development under section 7.11 of the Planning Act.
Mechanism for Dispute resolution - (Section 7.4 (3)(f))	See clause 7
Enforcement of this deed - (Section 7.4 (3)(g))	See clause 8
No obligation to grant consent or exercise functions - (Section 7.4 (9))	See clause 15.14

Table 2 – Other Matters

Requirement under the Planning Act or Planning Regulation	This deed
Registration of the Planning Agreement – (section 7.6 of the Planning Act)	Yes, see clause 6
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a Construction Certificate is issued – (clause 25E(2)(g) of the Planning Regulation)	Yes – see clause 4.2(a)
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a Subdivision Certificate is issued – (clause 25E(2)(g) of the Planning Regulation)	Yes – see clause 4.2(a)
Whether the Planning Agreement specifies that certain requirements of the	No

Requirement under the Planning Act or Planning Regulation	This deed
agreement must be complied with before an occupation certificate is issued – (clause 25E(2)(g) of the Planning Regulation)	

Schedule 2

Land

Table 1: Moorebank Intermodal Precinct East Land

Registered Proprietor		Title	Folio Identifier
TRUST COMPANY LIMITED	1	1048263	1/1048263
COMMONWEALTH OF AUSTRALIA	1	1197707	1/1197707
COMMONWEALTH OF AUSTRALIA	2	1197707	2/1197707
COMMONWEALTH OF AUSTRALIA	4	1197707	4/1197707
COMMONWEALTH OF AUSTRALIA	3002	1125930	3002/1125930
THE COMMONWEALTH OF AUSTRALIA	4	1130937	4/1130937
RAIL CORPORATION NEW SOUTH WALES	1	825352	1/825352
RAIL CORPORATION NEW SOUTH WALES	2	825348	2/825348
RAIL CORPORATION NEW SOUTH WALES	1	1061150	1/1061150
THE COMMONWEALTH OF AUSTRALIA	2	1061150	2/1061150
RAIL CORPORATION NEW SOUTH WALES	1	712701	1/712701
HELEN LOUISE KENNETT	5	833516	5/833516A
FIGELA PTY LIMITED	5	833516	5/833516B
JC & FW KENNETT PTY LIMITED	5	833516	5/833516C
RAIL CORPORATION NEW SOUTH WALES	6	833516	6/833516
RAIL CORPORATION NEW SOUTH WALES	7	833516	7/833516
RAIL CORPORATION NEW SOUTH WALES	101	1143827	101/1143827
RAIL CORPORATION NEW SOUTH WALES	102	1143827	102/1143827
FIGELA PTY LIMITED	103	1143827	103/1143827
J.C. AND F.W. KENNETT PTY LIMITED	104	1143827	104/1143827
RAIL CORPORATION NEW SOUTH WALES	1	1130937	1/1130937
RAIL CORPORATION NEW SOUTH WALES	4	1186349	4/1186349
J.C. & F.W. KENNETT PTY LIMITED	51	515696	51/515696
J C AND F W KENNETT PTY LIMITED	52	517310	52/517310
J C & F W KENNETT PTY LIMITED	91	1155962	AUTO

Registered Proprietor	Title	Folio Identifier
		CONSOL 14018-92
	Conveyance Book 76 Number 361	
	George's River, Crown Land	
	Crown Road	
	Public road reserve of Moorebank Avenue (north of Anzac Road)	

Table 2: Moorebank Intermodal Precinct West Land

Registered Proprietor		Title	Folio Identifier
COMMONWEALTH OF AUSTRALIA	1	1197707	1/1197707
COMMONWEALTH OF AUSTRALIA	2	1197707	2/1197707
THE COMMONWEALTH OF AUSTRALIA	100	1049508	100/1049508
THE COUNCIL OF THE CITY OF LIVERPOOL	101	1049508	101/1049508
HELEN LOUISE KENNETT	5	833516	5/833516A
FIGELA PTY LIMITED	5	833516	5/833516B
JC & FW KENNETT PTY LIMITED	5	833516	5/833516C
J.C. & F.W. KENNETT PTY. LIMITED	51	515696	51/515696
RAIL CORPORATION NEW SOUTH WALES	102	1143827	102/1143827
FIGELA PTY LIMITED	103	1143827	103/1143827
J.C. AND F.W. KENNETT PTY LIMITED	104	1143827	104/1143827
RAIL CORPORATION NEW SOUTH WALES	4	1186349	4/1186349

Schedule 3

1 Development Contributions

The Developer undertakes to make the following Development Contributions in the manner set out in the Table below and this **Schedule 3**:

Item	Column 1: Type of Contribution	Column 2: Due Date	Column 3: Indexation	Column 4: Additional Specifications /Additional Due Dates
1.	Monetary Contribution of \$48 million : Regional road upgrade works	The earlier of: a) three (3) months after the date that Development Consent is granted for the Moorebank Intermodal Precinct West - Stage 2 Application, unless the Development Consent is surrendered in accordance with the Planning Act prior to that time; and b) prior to a Trigger Event occurring, in accordance with clause 4.2(a) of this deed.	No	Not applicable
2.	Works in Kind and Dedication: Moorebank Avenue Realignment or Moorebank Avenue South Upgrade	a) By 31 December 2021, or such other date agreed by RMS in writing in its absolute discretion, the Developer is to obtain all Approvals required for the Moorebank Avenue Realignment; and b) By 31 December 2023, or such other date agreed by RMS in writing in its absolute discretion, the Developer is to:	Not applicable	Where the Developer has not obtained all Approvals required for the Moorebank Avenue Realignment by 31 December 2021 or such other date agreed by RMS in writing in its absolute discretion, then the Developer must: a) obtain all Approvals required for the Moorebank Avenue South Upgrade by 31 December 2022, or such other date

		<p>i) achieve practical completion of the Moorebank Avenue Realignment; and</p> <p>ii) take all practical steps and otherwise do anything necessary to procure the Dedication of the Moorebank Avenue Realignment Land,</p> <p>in accordance with clause 3 of this Schedule 3 and subject to the additional specifications in Column 4 of this Table.</p>		<p>agreed by RMS in writing in its absolute discretion; and</p> <p>b) achieve practical completion of the Moorebank Avenue South Upgrade by 31 December 2024, or such other date agreed by RMS in writing in its absolute discretion; and</p> <p>c) take all practical steps and otherwise do anything necessary to procure the Dedication of, the Moorebank Avenue South Upgrade Land by 31 December 2024, or such other date agreed by RMS in writing in its absolute discretion,</p> <p>in accordance with clause 4 of this Schedule 3.</p>
--	--	--	--	--

2 Monetary Contribution

2.1 Monetary Contribution

The Developer must pay the Monetary Contribution to RMS:

- (a) by the Due Date; and
- (b) in accordance with **clause 2.2** of this **Schedule 3**.

2.2 Delivery of Monetary Contribution

- (a) The Monetary Contribution is paid for the purposes of this Deed when funds are deposited, cleared and credited by means of electronic funds transfer into a bank account nominated by RMS.
- (b) The Developer is to give RMS not less than 15 Business Days written notice of its intention to pay the Monetary Contribution in accordance with this deed.
- (c) If GST is payable in accordance with **clause 12**:
 - (i) the Developer is not required to pay the Monetary Contribution under this deed until RMS, after having received the Developer's notice under **clause 2.2(b)** in this **Schedule 3**, has given to the Developer a tax invoice for the amount of the Monetary Contribution; and
 - (ii) the Developer is not in breach of this deed if it fails to pay the Monetary Contribution at the time required by this deed by reason only of RMS' failure to give to the Developer a tax invoice in relation to the Monetary Contribution.

3 Moorebank Avenue Realignment

3.1 Moorebank Avenue Realignment Proposal

The Developer intends to undertake the Moorebank Avenue Realignment.

3.2 Commencement

Prior to commencing any part of the Moorebank Avenue Realignment, the Developer must:

- (a) provide evidence to RMS that it has obtained all Approvals required for the Moorebank Avenue Realignment by the Due Date specified in **Item 2, column 2** of **clause 1** of this **Schedule 3**;
- (b) enter into a WAD with RMS in relation to the Moorebank Avenue Realignment on terms and conditions acceptable to RMS, including obtaining RMS' approval for the design of the Moorebank Avenue Realignment; and
- (c) provide the Approved Security to RMS for the Moorebank Avenue Realignment in accordance with the WAD.

3.3 Delivery

The Developer must carry out the Moorebank Avenue Realignment in accordance with:

- (a) all Approvals required for the Moorebank Avenue Realignment; and
- (b) the WAD applying to the Moorebank Avenue Realignment.

3.4 Completion

The Developer must:

- (a) achieve practical completion; and
- (b) take all practical steps and otherwise do anything necessary to procure the Dedication of the Moorebank Avenue Realignment Land, acknowledging that Commonwealth approval will be required for any Dedication of land owned by the Commonwealth and such approval is yet to be granted,

in accordance with this deed, all Approvals and the WAD applying to the Moorebank Avenue Realignment, and by the Due Date for the Moorebank Avenue Realignment and Dedication of the Moorebank Avenue Realignment Land specified in **Item 2, column 2 of clause 1 of this Schedule 3.**

4 Moorebank Avenue South Upgrade

4.1 Obligation to provide Moorebank Avenue South Upgrade

Where the Developer has not obtained all Approvals required for the Moorebank Avenue Realignment by 31 December 2021 or such other date agreed by RMS in writing in its absolute discretion, the Developer must deliver the Moorebank Avenue South Upgrade in accordance with this **clause 4 of Schedule 3.**

4.2 Commencement

Prior to commencing any part of the Moorebank Avenue South Upgrade (**Road Works**), the Developer must:

- (a) provide evidence to RMS that it has obtained all Approvals required for the Road Works by the Due Date specified in **Item 2, column 4 of clause 1 of this Schedule 3;**
- (b) enter into a WAD with RMS in relation to the Road Works on terms and conditions acceptable to RMS, including obtaining RMS' approval for the design of the Road Works; and
- (c) provide the Approved Security to RMS for the Road Works in accordance with the WAD.

4.3 Delivery of Road Works

The Developer must carry out the Road Works in accordance with:

- (a) all Approvals required for the Road Works; and
- (b) the WAD applying to the Road Works.

4.4 Completion of Road Works

The Developer must:

- (a) achieve practical completion; and
- (b) take all practical steps and otherwise do anything necessary to procure the Dedication of the Moorebank Avenue South Upgrade Land, acknowledging that Commonwealth approval will be required for any Dedication of land owned by the Commonwealth and such approval is yet to be granted,

in accordance with this deed, all Approvals and the WAD applying to the Road Works, and by the Due Date for the Road Works and Dedication of the Moorebank Avenue South Upgrade Land specified in **Item 2, column 4** of **clause 1** of this **Schedule 3**.

Schedule 4

Security Requirements

1 Provision of Security

In order to:

- (a) secure the provision of the Moorebank Avenue Realignment required by this deed; and
- (b) the Developer's general compliance with its obligations under this deed, the Developer will provide Security in accordance with this **Schedule 4**.

2 Moorebank Avenue Realignment

2.1 Provision of Security

Within 5 Business Days of Development Consent being granted for the Moorebank Intermodal Precinct West – Stage 2 Application, the Developer must provide RMS with Security, in the form of one or more Bank Guarantees, with a total face value equivalent to \$15 million.

2.2 Claims under Bank Guarantees

- (a) RMS may:
 - (i) call upon the Security where the Developer fails to comply with any obligation in this deed to provide the Moorebank Avenue Realignment; and
 - (ii) retain and apply monies obtained from the call upon the Security towards any costs and expenses incurred by RMS in:
 - (A) rectifying such failures; or
 - (B) taking whatever steps or actions that RMS considers are necessary to respond to the failure by the Developer.
- (b) For the purposes of this deed, any costs and expenses which another Authority incurs in rectifying a failure under this deed are taken to be costs and expenses incurred by RMS in rectifying such a failure.
- (c) Prior to calling upon the Security, RMS must give the Developer not less than 10 Business Days written notice of its intention to call upon the Security.
- (d) The Developer may, within 10 Business Days of the date of the notice in **clause 2.2(c)** of this **Schedule 4**, elect to pay to RMS an amount equivalent to the amount of RMS' proposed call upon the Security. If payment is made by the Developer within 5 Business Days of such an

election by the Developer, RMS shall no longer be entitled to call upon the Security to the extent of the amount that has been paid by the Developer.

2.3 Top-up of Security

If the RMS calls upon the Security in accordance with this **clause 2** of this **Schedule 4** then the Developer must immediately provide to RMS one or more replacement Bank Guarantees to ensure that, at all times until the relevant Bank Guarantee(s) is released in accordance with **clause 2.4** of this **Schedule 4**, RMS is in possession of one or more Bank Guarantees with a total face value equivalent to \$15 million.

2.4 Release of Security

If the Developer:

- (a) obtains all Approvals required for the Moorebank Avenue Realignment in accordance with **clause 3.2** of **Schedule 3** of this deed;
- (b) enters into a WAD with RMS in accordance with **clause 3.2** of **Schedule 3** of this deed;
- (c) pays RMS the Approved Security in accordance with the WAD; and
- (d) the Security has not been expended or applied by RMS in accordance with this deed,

then RMS will promptly return the amount of any Security held by RMS to the Developer and RMS will accept the Approved Security provided by the Developer under the WAD as security for the performance of the Developer's obligations under this deed to provide the Moorebank Avenue Realignment .

2.5 WAD security

- (a) If the Developer breaches any of its obligations under the WAD to increase or maintain the Approved Security:
 - (i) any such breach will constitute a breach of this deed; and
 - (ii) RMS may provide written notice to the Developer requesting that the Developer provide a Bank Guarantee to RMS for an amount determined by RMS, acting reasonably, that will rectify the Developer's breach of the WAD and ensure that sufficient security is available for the Moorebank Avenue Realignment.
- (b) Within 10 Business Days following receipt of a written notice pursuant to **clause 2.5** of this **Schedule 4**, the Developer must provide the Bank Guarantee to RMS.

3 Moorebank Avenue South Upgrade

Where the Developer is required to provide the Moorebank Avenue South Upgrade in accordance with this deed, the parties agree:

- (a) that the terms of **clauses 1 and 2** of this **Schedule 4** will apply to the Moorebank Avenue South Upgrade, as if the Security had originally been provided by the Developer for the Moorebank Avenue South Upgrade and not the Moorebank Avenue Realignment;
- (b) RMS will be able to use the Security for the Moorebank Avenue South Upgrade in accordance with this **Schedule 4**; and
- (c) any references in **clauses 1 and 2** of this **Schedule 4**:
 - (i) to the "Moorebank Avenue Realignment" shall be taken to be a reference to the "Moorebank Avenue South Upgrade"; and
 - (ii) to "**clause 3.2 of Schedule 3**" shall be taken to be a reference to "**clause 4.2 of Schedule 3**".

Execution

Executed as a deed.

**EXECUTED by Roads and Maritime
Services (ABN 76 236 371 088) by its
duly authorised officer in the presence of:**)


.....
Signature of Witness

Larrissa Madden
.....
Name of Witness


.....
Signature of authorised officer

John Hardwick
.....
Name of authorised officer

Executive Director Sydney
.....
Position of authorised officer

**Executed by Qube RE Services (No 2)
Pty Limited in its capacity as the trustee
of the Moorebank Industrial Terminals
Assets Trust (ACN 605 751 782) in
accordance with s 127(1) of the
Corporations Act 2001 (Cth):**)


.....
Company Secretary/Director

Adam Jacobs
.....
Name of Company Secretary/Director
(print)


.....
Director

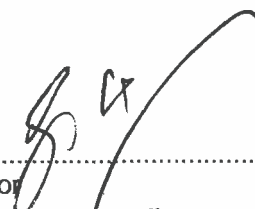
Greg Pauline
.....
Name of Director (print)

Executed by Qube RE Services (No 2))
Pty Limited in its capacity as the trustee)
of the Moorebank Industrial Terminals)
Operations Trust (ACN 605 751 782) in)
accordance with s 127(1) of the)
Corporations Act 2001 (Cth):)


.....
Company Secretary/Director

Adam Jacobs

.....
Name of Company Secretary/Director
(print)


.....
Director

Greg Pauline

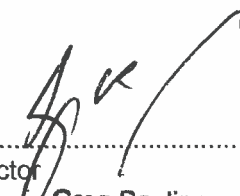
.....
Name of Director (print)

Executed by Qube RE Services (No 2))
Pty Limited in its capacity as the trustee)
of the Moorebank Industrial Terminals)
Warehouse Trust (ACN 605 751 782) in)
accordance with s 127(1) of the)
Corporations Act 2001 (Cth):)


.....
Company Secretary/Director

Adam Jacobs

.....
Name of Company Secretary/Director
(print)


.....
Director

Greg Pauline

.....
Name of Director (print)

Annexure A

Novation Deed

Draft No []
[Date]

ROADS AND MARITIME SERVICES

QUBE RE SERVICES (NO. 2) PTY LIMITED in its capacity as the trustee of the Moorebank Industrial Terminals Assets Trust

QUBE RE SERVICES (NO. 2) PTY LIMITED in its capacity as the trustee of the Moorebank Industrial Terminals Operations Trust

QUBE RE SERVICES (NO. 2) PTY LIMITED in its capacity as the trustee of the Moorebank Industrial Warehouse Trust

[Insert New Developer]

Deed of Novation for Planning Agreement

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Date

Parties

Roads and Maritime Services ABN 76 236 371 088, a NSW Government agency and corporation constituted under section 46 of the *Transport Administration Act 1988* (NSW) of 20-44 Ennis Road, Milsons Point, New South Wales, 2061 (**RMS**)

Qube RE Services (No 2) Pty Limited in its capacity as the trustee of the **Moorebank Industrial Terminals Assets Trust** (ACN 605 751 782) of Level 27, 45-53 Clarence Street, Sydney New South Wales, 2000 (**Terminal Assets Co**)

Qube RE Services (No 2) Pty Limited in its capacity as the trustee of the **Moorebank Industrial Terminals Operations Trust** (ACN 605 751 782) of Level 27, 45-53 Clarence Street, Sydney New South Wales, 2000 (**Terminal Operations Co**)

Qube RE Services (No 2) Pty Limited in its capacity as the trustee of the **Moorebank Industrial Warehouse Trust** (ACN 605 751 782) of Level 27, 45-53 Clarence Street, Sydney New South Wales, 2000 (**Warehouse Development Co**)

[Insert New Developer] ACN **[insert]** of **[insert address]** New South Wales (**New Developer**)

Background

- A RMS and the Developer are parties to the Original Agreement.
 - B The Original Agreement relates to the whole of the Land.
 - C The Developer has entered into the Dealing with the New Developer in relation to the Dealing Land.
 - D The Developer wishes to novate the Required Obligations, being its obligations under the Original Agreement which relate to the Dealing Land, to the New Developer.
-

Agreed terms

1 Definitions

In this document these terms have the following meanings:

Dealing [Insert description of dealing relating to the Dealing Land e.g. the transfer of all or any part of the Developer's rights, interests and obligations to the New Developer].

Dealing Land	the whole or any part of Lot 2 in Deposited Plan 1197707, including any subdivided, newly created or consolidated lot(s) forming part of that original title.
Developer	has the meaning given to that term in the Original Agreement.
Effective Date	[Insert date on which this deed becomes effective]
GST	has the same meaning as in the GST Law.
GST Law	has the meaning given to that term in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and any other Act or regulation relating to the imposition or administration of the GST.
Land	has the meaning given to that term in the Original Agreement.
Original Agreement	the planning agreement dated [insert] between RMS and the Developer.
Required Obligations	The Developer's obligations under the Original Agreement which relate to the Dealing Land, being: [itemise as required, including substitution of Bank Guarantees prior to/simultaneously with existing Bank Guarantees, registration of Original Agreement, provision of Development Contributions etc]

2 Novation

2.1 Original Agreement

Subject to **clause 2.2** and with effect from the Effective Date:

- (a) the New Developer is substituted for the Developer as a party to the Original Agreement;
- (a) the New Developer will be bound by the Original Agreement, and will be entitled to the benefit of the Original Agreement, as if the New Developer was a Party to the Original Agreement instead of the Developer;
- (b) the New Developer will be required to perform the Required Obligations in accordance with the Original Agreement; and
- (c) the Developer is released and discharged from the Required Obligations, and from all claims (whether for costs, damages, fees, expenses or otherwise) relating to the Required Obligations arising under the Original Agreement.

2.2 Liability before Effective Date

Notwithstanding **clause 2.1**, the Developer is not released, relieved or discharge from liability under the Original Agreement before the Effective Date, or any breach of any provision of the Original Agreement by the Developer

occurring before the Effective Date (to the extent that it is not remedied by the Effective Date) insofar as the Original Agreement relates to the Required Obligations.

2.3 Address for notices

RMS must address all notices and communications to be given or made by RMS and which relate to the Required Obligations, to the New Developer under the Original Agreement to the following address:

New Developer:

Attention: [Insert name and title]

Address: [Insert address]

Email: [Insert email]

3 Affirmation of the Original Agreement

The Original Agreement will be read and construed subject to this document, and in all other respects the provisions of the Original Agreement are ratified and confirmed, and, subject to the variation and novation contained in this document, the Original Agreement will continue in full force and effect.

4 Warranties and representations

4.1 Warranties

Each party represents and warrants that, at the time of execution, and at the Effective Date:

- (a) it has capacity unconditionally to execute, deliver and comply with its obligations under this document;
- (b) it has taken all necessary action to authorise the unconditional execution and delivery of, and the compliance with, its obligations under this document;
- (c) this document is a valid and legally binding obligation and is enforceable against it by each other party in accordance with its terms; and
- (d) its unconditional execution and delivery of, and compliance with its obligations under, this document do not contravene:
 - (i) any law or directive from a government entity;
 - (ii) its constituent documents;
 - (iii) any agreement or instrument to which it is a party; or
 - (iv) any obligation of it to any other person.

4.2 Survival of warranties

The warranties and representations in **clause 4.1** survive the execution of this document and the novation of the Original Agreement.

5 GST

5.1 Construction

In this **clause 5**:

- (a) unless there is a contrary indication, words and expressions which are not defined in this document but which have a defined meaning in the GST Law have the same meaning as in the GST Law; and
- (b) references to GST payable and input tax credit entitlements include:
 - (i) notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a government, government body, authority, agency or instrumentality of the Commonwealth, a State or a Territory); and
 - (ii) GST payable by, and the input tax credit entitlements of, the representative member of a GST group of which the entity is a member.

5.2 Consideration GST exclusive

Unless otherwise expressly stated, all consideration, whether monetary or non-monetary, payable or to be provided under or in connection with this document is exclusive of GST (**GST-exclusive consideration**).

5.3 Payment of GST

If GST is payable on any supply made by:

- (a) a party; or
- (b) an entity that is taken under the GST Law to make the supply by reason of the capacity in which a party acts,

(**Supplier**) under or in connection with this document, the recipient of the supply, or the party providing the consideration for the supply, must pay to the Supplier an amount equal to the GST payable on the supply.

5.4 Timing of GST payment

The amount referred to in **clause 5.3** must be paid in addition to and at the same time and in the same manner (without any set-off or deduction) that the GST-exclusive consideration for the supply is payable or to be provided.

5.5 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient of a taxable supply before the Supplier is entitled to payment of an amount under **clause 5.3**.

5.6 Adjustment event

If an adjustment event arises in respect of a supply made by a Supplier under or in connection with this document, any amount that is payable under **clause 5.3** will be calculated or recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

5.7 Reimbursements

- (a) Where a party is required under or in connection with this document to pay for, reimburse or contribute to any expense, loss, liability or outgoing suffered or incurred by another party or indemnify another party in relation to such an expense, loss, liability or outgoing (**Reimbursable Expense**), the amount required to be paid, reimbursed or contributed by the first party will be reduced by the amount of any input tax credits to which the other party is entitled in respect of the Reimbursable Expense.
- (b) This **clause 5.7** does not limit the application of **clause 5.3**, if appropriate, to the Reimbursable Expense as reduced in accordance with **clause 5.7(a)**.

5.8 Calculations based on other amounts

If an amount of consideration payable or to be provided under or in connection with this document is to be calculated by reference to:

- (a) any expense, loss, liability or outgoing suffered or incurred by another person (**Cost**), that reference will be to the amount of that Cost excluding the amount of any input tax credit entitlement of that person relating to the Cost suffered or incurred; and
- (b) any price, value, sales, proceeds, revenue or similar amount (**Revenue**), that reference will be to that Revenue determined by deducting from it an amount equal to the GST payable on the supply for which it is consideration.

5.9 No merger

This **clause 5** does not merge on the completion, rescission or other termination of this document or on the transfer of any property supplied under this document.

6 Stamp duty and costs

- (a) The New Developer will pay all stamp duty arising directly or indirectly from this document.
- (b) The Developer and the New Developer are jointly and severally liable for RMS' costs, including legal costs and disbursements, incidental to the negotiation, preparation and execution of this document and must reimburse RMS for such costs promptly on demand.

7 Further acts

- (a) Each party will take all steps, execute all deeds and do everything reasonably required by any other party to give effect to any of the actions contemplated by this document.
- (b) This document binds each party which signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

8 Entire agreement

This document constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

9 Amendment

This document may only be varied or replaced by a document executed by the parties.

10 Waiver

A right created by this document cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

11 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this deed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

12 Relationship of parties

Unless otherwise stated:

- (a) nothing in this document creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

13 Governing law and jurisdiction

- (a) This document and the transactions contemplated by this document are governed by and are to be construed in accordance with the laws applicable in New South Wales.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales and any courts which have jurisdiction to hear appeals from any of those

courts and waives any right to object to any proceedings being brought in those courts.

14 No fetter

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

15 Counterparts

This document may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

16 General

16.1 Construction

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) 'includes' means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
- (g) Capitalised terms not defined in this document have the meanings given to them in the Original Agreement.

16.2 Headings

Headings do not affect the interpretation of this document.

16.3 Effect of execution

This document is not binding on any party unless it or a counterpart has been duly executed by each party.

Execution

Executed as a deed.

EXECUTED by Roads and Maritime)
Services (ABN 76 236 371 088) by its)
duly authorised officer in the presence of:)

.....
Signature of Witness

.....
Signature of authorised officer

.....
Name of Witness

.....
Name of authorised officer

.....
Position of authorised officer

Executed by Qube RE Services (No 2))
Pty Limited in its capacity as the trustee)
of the Moorebank Industrial Terminals)
Assets Trust (ACN 605 751 782) in)
accordance with s 127(1) of the)
Corporations Act 2001 (Cth):)

.....
Company Secretary/Director

.....
Director

.....
Name of Company Secretary/Director
(print)

.....
Name of Director (print)

Executed by Qube RE Services (No 2))
Pty Limited in its capacity as the trustee)
of the Moorebank Industrial Terminals)
Operations Trust (ACN 605 751 782) in)
accordance with s 127(1) of the)
Corporations Act 2001 (Cth):)

.....
Company Secretary/Director

.....
Director

.....
Name of Company Secretary/Director
(print)

.....
Name of Director (print)

Executed by Qube RE Services (No 2))
Pty Limited in its capacity as the trustee)
of the Moorebank Industrial Terminals)
Warehouse Trust (ACN 605 751 782) in)
accordance with s 127(1) of the)
Corporations Act 2001 (Cth):)

.....
Company Secretary/Director

.....
Director

.....
Name of Company Secretary/Director
(print)

.....
Name of Director (print)

New Developer

EXECUTED by [Insert company name)
and ABN]:)
)

.....
Company Secretary/Director

.....
Director

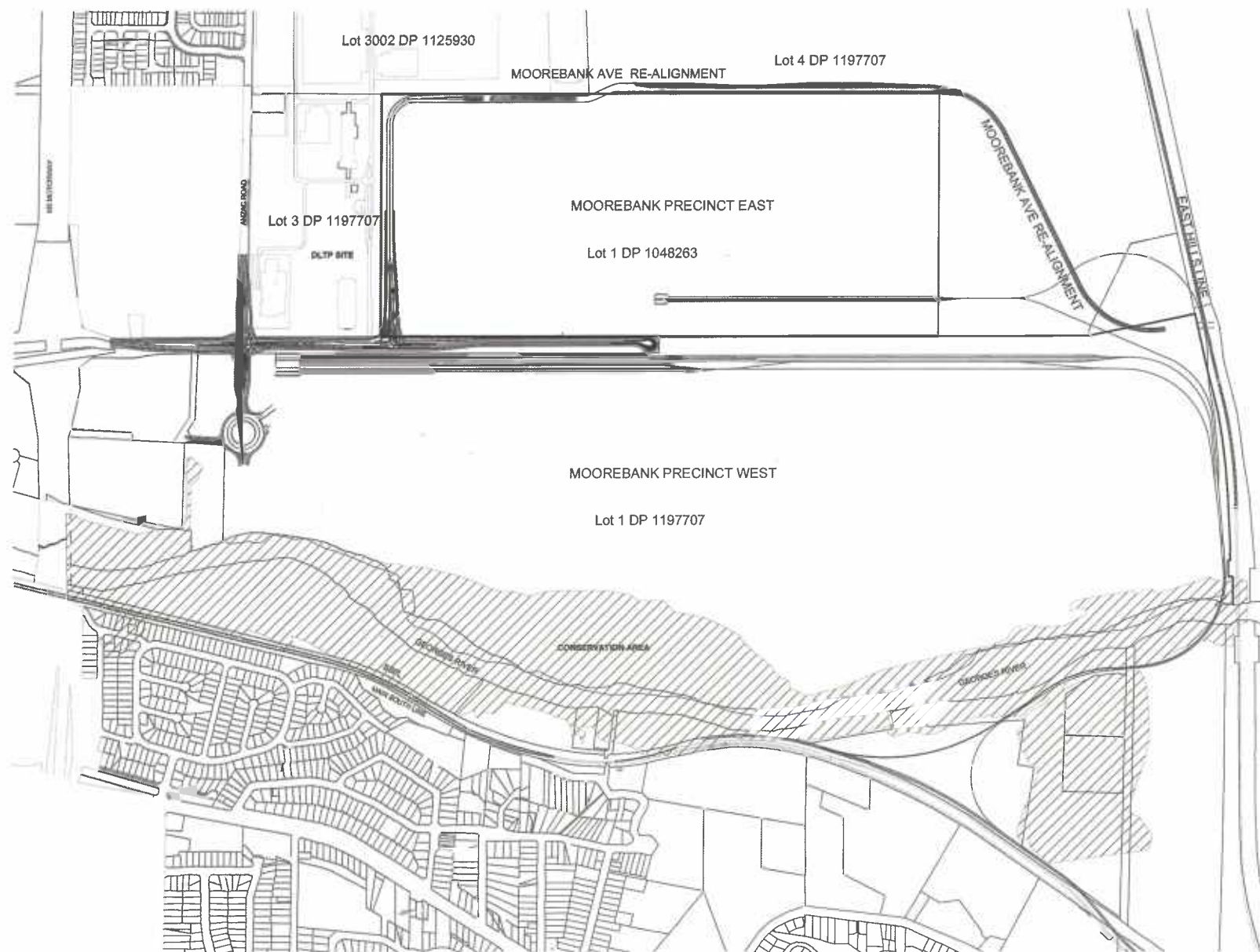
.....
Name of Company Secretary/Director
(print)

.....
Name of Director (print)

Annexure B

Moorebank Avenue Realignment Plan

REVISION SCHEDULE		
Issue	Description	Date
A	Draft Issue	28/10/2018
B	Draft Issue	28/11/2018



CLIENT



PROJECT MANAGER

TACTICAL
GROUP

REIDCAMPBELL

ARCHITECT
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DRAWING NAME
MOOREBANK AVE REALIGNMENT

DATE	SCALE	ISSUE	NORTH
28/11/2018	1 : 5000 @ A1	B	
SHEET No.			
ASK-108			



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