

Sue Folliot  
Health Infrastructure  
PO Box 1060  
North Sydney NSW 2059

19 December 2018

## J156455 Addenda Report Greencap Response to Government Agency Recommendations

Dear Ms Folliot,

This report has been provided in response to Government Agency responses to the EIS submitted by Health Infrastructure NSW on for the proposed Tweed Valley Hospital project located at 771 Cudgen Road, Cudgen NSW.

This report addresses the responses that are specific to Greencap's reports submitted as part of the EIS submission, these being:

- Biodiversity Development Assessment Report; and
- Bushfire Risk Assessment Report.

Other than submissions from the Tweed Shire Council as part of a Local Government Agency response, the only Government Agency that has provided responses relevant to Greencap's report is the NSW Office of Environment and Heritage (OEH).

Responses to issues raised by council in their EIS submission relevant to Greencap's scope related to Attachment 1 of the Detailed OEH Comments are contained in **Table 1** attached below, and responses related to Attachment 1 - Appendix 1 of the Detailed OEH Comments are contained in **Table 2**.

Yours faithfully,



Dr Damian Licari  
Principal Consultant - Environment

*Table 1 Response to OEH Submissions – Attachment 1*

Recommendation Number	SEAR Reference	Recommendation	Response
1	19 (Concept Proposal) 8 (Stage 1 Works)	<p><b><u>Biodiversity</u></b></p> <p>The Biodiversity Development Assessment Report (BDAR) and Biodiversity Assessment Method (BAM) assessment be revised to address the issues identified in Attachment 1 Appendix 1 to this letter, and the amended BAM assessment and revised BDAR submitted to the OEH for review. This may occur as part of the Response to Submissions Report.</p>	The BDAR has been revised to take into account OEH's comments provided in Appendix 1. A detailed response has been provided in Table 2 of this report.
2	19 (Concept Proposal) 8 (Stage 1 Works)	Prescribed impacts must be better described and the measures to avoid and mitigate the impacts must be demonstrated in the revised BDAR.	Additional information regarding prescribed impacts has been provided in Section 3.2 of the revised BDAR.
3	19 (Concept Proposal) 8 (Stage 1 Works)	The OEH should be provided with an opportunity to review the Biodiversity Management Plan and its sub plans.	Noted.
4	19 (Concept Proposal) 8 (Stage 1 Works)	The areas of retained vegetation in the north of the development site that are coastal wetlands under the Coastal Management SEPP be appropriately rehabilitated and protected in perpetuity. This may include establishment of a Biodiversity Stewardship site, zoning for environmental conservation, and/or the	The long term management of the vegetation on the site has not been determined at this time. A Soil Management plan is currently being

Recommendation Number	SEAR Reference	Recommendation	Response
		preparation and implementation of a Vegetation Management Plan.	developed which considers an ongoing maintenance program to ensure the best outcome for the environmental area. This plan will integrate with the Biodiversity Management Plan and will inform the long term management decision as part of the Stage 2 application
5	18 and 19 (Concept Proposal)	<b><u>Bushfire</u></b>  DPE consider the adequacy of the bushfire protection measures in consultation with the Rural Fire Service to ensure that there is agreement on the requirements for bushfire protection.	Noted. Consultation has occurred with the RFS and will continue to occur throughout the Project. No further response required.
6	18 and 19 (Concept Proposal)	Should a greater Bushfire asset protection zone (APZ) be required, or if there is inadequate space for the APZ on the subject site without the need for further vegetation removal or modification, then the OEH advises that the BDAR would need to be revised and resubmitted to fully consider the impacts on biodiversity values.	Noted. There is sufficient space for the APZ on the subject site without the need for further vegetation removal or modification. No revision of the BDAR is required on this basis.

*Table 2 Response to OEH Submissions – Attachment 1: Appendix 1*

No	Issue	Response
1	<p><b><u>BAM assessment tool and BDAR</u></b></p> <p>The OEH has identified several technical issues as detailed in Appendix 1. These matters have been discussed with the consultant, Greencap, and will be addressed in a revised assessment. This includes that the development footprint (including roads, APZs, sediment basins and any construction zones) has not been mapped or adequately described in the BDAR. Any vegetation within the development footprint should be regarded as a total loss, and this would include areas identified for ongoing landscaping.</p>	<p>The development footprint includes those parts of the development which are the subject of the SSD application and which has informed the scope of the assessment set out in the BDAR.</p> <p>The areas of vegetation being cleared for the purposes of the BDAR have been based on the best available georeferenced information, and will be provided in a shapefile with the revised version of the BDAR.</p> <p>Vegetation to be removed as part of the development associated with the SSD application has been identified in the BDAR, including those areas identified for ongoing landscaping.</p>
2	<p><b><u>Prescribed Impacts</u></b></p> <p>The BDAR notes the project has the potential to result in prescribed biodiversity impacts as per 3.2.4 of the BAM but it only considers impacts on water quality. Although reference is made to a future Biodiversity Management Plan that will address these matters, the OEH notes that adequate consideration has not been given to these matters.</p> <p>As the BDAR notes the stormwater management system is at a concept development stage only. The preliminary works for the project include sediment basins as described in Stage 1 Early Works by Bates Smart. No buffers are provided between the sediment basins and the wetland vegetation. The sediment basins are described as bio-retention swales in the MUSIC modelling but there are insufficient details on their design and management. The Landscaping Proposal does not map or describe these basins or any vegetation treatment for them. It is also not clear how bio-retention basins will be consistent with the bushfire protection measures.</p> <p>Further information is required to demonstrate that the impacts on the vegetation communities and habitat values in the adjoining wetland areas</p>	<p>The construction of the sediment basins is outside the scope of the SSD application and its associated BDAR. Impacts from the long-term function of the bio-retention basins have been assessed as part of the BDAR. Biodiversity impacts resulting from changes in water quality and water quantity have been addressed in the section below. Regarding the placement of the bio-retention basins within the APZs, further advice has been provided by the accredited Bushfire Consultant for the project. Bio-retention basins are an appropriate landuse for an APZ provided they do not increase the fuel load. Further information regarding this has been provided in Table 7, Point 7 of the BDAR.</p> <p>Additional information has been provided regarding impacts on water quantity and water quality (see Section 3.2.5 of the</p>

No	Issue	Response
	<p>from changes to water quality and water quantity have been adequately avoided and minimised.</p> <p>The impacts of development that have not been considered or have been deferred for further consideration to a future Biodiversity Management Plan and its sub plans (Vegetation Management Plan, Water Quality Management Plan and Fauna Management Plan) include:</p> <p>The connectivity of different areas of habitat of threatened species that facilitates the movement of those species across their range.</p> <p>Impacts on movement of threatened species (such as koalas) that maintains their lifecycle.</p> <p>Impacts of vehicle strikes on threatened species of animals or on animals that are part of a threatened ecological community.</p> <p>The BDAR must provide details on these other prescribed biodiversity impacts and demonstrate how impacts have been avoided and minimised. This should include consideration of movement of animals such as koalas, impacts of vehicle strikes and connectivity. It is noted that there are numerous koala records nearby, including the roadside adjacent to Zone 1 and near the existing house.</p> <p>Consideration should be given to how connectivity could be maintained through the site including for koalas. A corridor along the western boundary could be considered to reduce vehicle strikes but would need to be designed in light of the development footprint and APZs.</p>	<p>revised BDAR). This includes the results of water quality monitoring.</p> <p>The prescribed impacts have been considered and are detailed in the submitted BDAR (Appendix H). Additional information has been provided as follows:</p> <p>Impacts to connectivity have been further assessed and described in Section 3.2.6 of the revised BDAR.</p> <p>Impacts to movement of threatened species have been further assessed and described in Section 3.2.7 of the revised BDAR.</p> <p>Impacts of vehicle strikes have been further assessed and described in Section 3.2.8 of the revised BDAR.</p> <p>Appendix H also details mitigation measures particularly regarding the impact of both vehicle strike as well as habitat connectivity. A range of traffic calming and visibility measures that mitigate the risk of vehicle strike have been proposed including: including installation of roadside street lighting, installation of wildlife warning signs, speed limit signs and two permanent radar speed signs that display vehicle speed on approach and/or display a warning when the vehicle speed on approach is greater than the speed limit. The suggested establishment of a wildlife corridor along the western boundary has also been addressed. The establishment of a 10 wide vegetated buffer along the western boundary has been proposed and the location is detailed in the Landscape Masterplan (Landscape Zone 10).</p>
3	<p>Coastal SEPP and vegetation retention and protection</p> <p>The site contains both Coastal Wetlands and a proximity area of coastal wetlands. The Coastal SEPP therefore applies.</p> <p>Under the Coastal SEPP, development consent must not be granted to development on land identified as “proximity area for coastal wetlands” or “proximity area for littoral rainforest” unless the consent authority is satisfied that the proposed development will not significantly impact on:</p> <ol style="list-style-type: none"> <li>The biophysical, hydrological or ecological integrity of the adjacent coastal wetland or littoral rainforest, or</li> <li>The quantity and quality of surface and ground water flows to and from the adjacent coastal wetland or littoral rainforest.</li> </ol>	<p>The site contains a “proximity area for coastal wetlands” but not a “proximity area for littoral rainforest”. The BDAR in Section 3.2.5, including revisions as part of responding to the EIS submissions, addresses impacts to this proximity area as part of the broader impact assessment for the project. The information pertinent to the consideration of the Coastal SEPP will be included in the EIS.</p>

No	Issue	Response
	<p>In addition to the considerations under the BAM, the EIS should demonstrate how the Coastal SEPP has been addressed including considering the impacts on proximity areas of stormwater detention and the design, construction and maintenance of sediment ponds.</p> <p>Retained vegetation should be protected and managed over time. This would include weed management. Buffers to retained vegetation should be provided. The preferred mechanism for this is the establishment of a Biodiversity Stewardship site. If this option cannot be pursued (noting it is unlikely to be required to offset the development) an E2 Environmental Conservation zone should be considered and a Vegetation Management Plan (VMP) should be prepared and implemented to manage the land.</p>	<p>The long term management of the vegetation on the site has not been determined at this time. A Soil Management plan is currently being developed which considers an ongoing maintenance program to ensure the best outcome for the environmental area. This plan will integrate with the Biodiversity Management Plan and will inform the long term management decision as part of the Stage 2 application</p>
4	<p>Only vegetation zones that will be impacted should be used in the final version of the submitted BAM tool noting this will result in a reduced list of predicted species. However, the entire development site should be assessed as per 3.1.1.2 which does require plots, assigning PCTs and associated Vegetation Integrity (VI) scores and determining habitat suitability for threatened species (Step 4). In practice this means doing a first run BAM assessment (parent case) to consider all the biodiversity values across the development site and demonstrate avoid and minimise but the final submitted BAM (child case) will only have data entered for impacted vegetation zones.</p>	<p>Biodiversity values for the entire development were considered in the Stage 1 Biodiversity Assessment of the BAM and were included in the submitted version of the BDAR. The project's avoid and minimise measures were demonstrated in the submitted version of the BDAR. The BDAR and BAM Calculator have been updated to identify credit calculations only for the impacted vegetation zones, following discussions with OEH. The revised BDAR and BAM Calculator will be submitted as part of the supplementary EIS for the project.</p>
5	<p>The development footprint (including roads, APZs, sediment basins and any construction zones) has not been mapped or adequately described in the BDAR. We note the construction drawings all include the 'trunk line to trees' as the development footprint. Greencap to include this information and a shapefile of the development footprint as well as the development site (i.e. hospital building) in the revised BDAR and provide this and map data to the OEH for review.</p>	<p>The development footprint includes those parts of the development which are the subject of the SSD application and which has informed the scope of the assessment set out in the BDAR.</p> <p>The areas of vegetation being cleared for the purposes of the BDAR have been based on the best available georeferenced information, and will be provided in a shapefile with the revised version of the BDAR.</p>
6	<p>Any vegetation within the development footprint should be regarded as a total loss in the BAM, and this would include areas identified for ongoing landscaping.</p>	<p>Vegetation within the development footprint has been treated as a total loss in the submitted BDAR and the BAM Calculator.</p>
7	<p>If Rainforest species are in the windrows, then this community will be considered as a Threatened Ecological Community.</p>	<p>The BDAR and BAM Calculator have been updated to characterise PCT1302 - White Booyong - Fig subtropical rainforest of the NSW North Coast Bioregion in Zones 4 and 9</p>

No	Issue	Response
		(i.e.) to reflect designation as the TEC Lowland Rainforest in the NSW North Coast and Sydney Basin Bioregions.
8	'Derived' is defined in the Operational Manual and this definition does not accord with the use in the BDAR for the vegetation communities. Greencap to review the description for these vegetation zones.	The BDAR and BAM Calculator has been updated to describe vegetation in Zones 4 and 8 as 'Self-sown windrow' and in Zones 5 to 7 as 'Planted windrow'.
9	The wrong Mitchell landscape has been selected in the BAM tool. This should be amended to Lamington Volcanic Slopes.	The BAM Calculator has been amended to reflect NSW Landscape: Lamington Volcanic Slopes.
10	The cover calculation does not include all vegetation within the 1500m buffer such as significant areas of vegetation along the coastline. This should be reviewed and if vegetation is not included in the cover estimate further discussion in a revised BDAR is required.	In response to this comment, Greencap compared 2018 aerial imagery with the older VIS mapped dataset and digitised areas of vegetation where there are discrepancies. As part of this exercise, best judgement was used to determine whether vegetation was native or non-native. Where a confident determination could not be made, it was assumed that the vegetation was native. The native vegetation cover also included regrowth and native plantations. Any discrepancies between the VIS mapped dataset and the final native vegetation cover determination based on aerial imagery have been documented in the BDAR. This has resulted in a change to the native vegetation cover information set out in Section 2.3.6 of the BDAR.
11	Further discussion is required for Zone 7 about why this is not considered to be the TEC Swamp Oak Floodplain Forest	The BDAR in Section 2.3.5 has been updated with additional justification.
12	Further discussion is required for why Zone 9 exotic vegetation did not have any plot data as BAM requires such if any native species are present	The BDAR in Section 2.3.4 has been updated with additional justification.
13	<p>The BDAR describes areas that did not require assessment comprised of approximately 16 ha of cleared farm land currently under cultivation, the custard apple tree orchard, unsealed roadways, the house and other areas of non-native vegetation that have no biodiversity values present. Zone 9 has not been surveyed or assessed.</p> <p>Areas that did not require assessment constituted approximately 70% of the entire site. The BAM requires assessments where any native species is present. The BDAR needs to describe why these areas were not surveyed.</p>	The BDAR in Sections 2.3.4 and 3.4.3 has been updated with an explanation of why these areas were not assessed.
14	For step 4 ecosystem species in the BAM tool all 'derived' vegetation zones have been unchecked. The BAM tool user guide states that these can only be unchecked if indicated habitat constraints and geographic limitation are not relevant.	The BAM Calculator has been updated to confirm 'Yes' for all predicted and candidate that cannot be excluded as a result of the habitat constraints or if the assessor determined that the habitat is substantially degraded such that the species is unlikely to utilise the subject land or specific vegetation zone



No	Issue	Response
		identified (BAM s. 6.4.4.17 (Step 3) and Step 4 Habitat suitability of the BAM Calculator.
15	A possible record for the vulnerable listed <i>Macadamia tetraphylla</i> was identified during the site visit by OEH. Discussion in the BDAR is required on the outcomes of the herbarium inquiry.	The macadamia plants recorded in Zones 3 and 4 have been identified as <i>Macadamia integrifolia x tetraphylla</i> plants, the identity of which has been confirmed by the National Herbarium of NSW (BDAR Section 2.4.5). A copy of the letter confirming identification is as Appendix G in the revised BDAR.
16	Vegetation mapping as show in Figure 19 is poor. Tree canopies have not been included in the polygon, there is an individual tree ( <i>E. grandis</i> ) in mapped Zone 1 and polygons do not meet up properly. Greencap to revise mapping and vegetation descriptions as necessary in revised BDAR	Greencap has revised the digitised vegetation mapping in zone 1 and adjacent zones where the issues with tree canopies and alignment were noted. An updated Figure 19 has been included in the revised BDAR.
17	Koala survey needs to be done in accordance with OE survey guidelines in all vegetation zones that will be impacted if this species is generated by the BAM as a species credit species.	The BAM Calculator has not identified the koala as a candidate species in Zones 4 and 8. Consequently no additional surveys for this species are required.



## **Addenda Report Greencap response to Government Agency recommendations**

### **Tweed Valley Hospital**

#### **STATEMENT OF LIMITATIONS**

## Statements of Limitation

All and any Services proposed by Greencap to the Client were subject to the Terms and Conditions listed on the Greencap website at: [www.greencap.com.au/about-greencap/terms-and-conditions](http://www.greencap.com.au/about-greencap/terms-and-conditions). Unless otherwise expressly agreed to in writing and signed by Greencap, Greencap does not agree to any alternative terms or variation of these terms if subsequently proposed by the Client. The Services were carried out in accordance with the current and relevant industry standards of testing, interpretation and analysis. The Services were carried out in accordance with Commonwealth, State, Territory or Government legislation, regulations and/or guidelines. The Client was deemed to have accepted these Terms when the Client signed the Proposal (where indicated) or when the Company commenced the Services at the request (written or otherwise) of the Client.

The services were carried out for the Specific Purpose, outlined in the body of the Proposal. To the fullest extent permitted by law, Greencap, its related bodies corporate, its officers, consultants, employees and agents assume no liability, and will not be liable to any person, or in relation to, any losses, damages, costs or expenses, and whether arising in contract, tort including negligence, under statute, in equity or otherwise, arising out of, or in connection with, any matter outside the Specific Purpose.

The Client acknowledged and agreed that proposed investigations were to rely on information provided to Greencap by the Client or other third parties. Greencap made no representation or warranty regarding the completeness or accuracy of any descriptions or conclusions based on information supplied to it by the Client, its employees or other third parties during provision of the Services. Under no circumstances shall Greencap have any liability for, or in relation to, any work, reports, information, plans, designs, or specifications supplied or prepared by any third party, including any third party recommended by Greencap. The Client releases and indemnifies Greencap from and against all Claims arising from errors, omissions or inaccuracies in documents or other information provided to Greencap by the Client, its employees or other third parties.

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The conclusions, or data referred to in this Report, should not be used as part of a specification for a project without review and written agreement by Greencap. This Report has been written as advice and opinion, rather than with the purpose of specifying instructions for design or redevelopment. Greencap does not purport to recommend or induce a decision to make (or not make) any purchase, disposal, investment, divestment, financial commitment or otherwise in relation to the site it investigated.

This Report should be read in whole and should not be copied in part or altered. The Report as a whole set outs the findings of the investigations. No responsibility is accepted by Greencap for use of parts of the Report in the absence (or out of context) of the balance of the Report.

Sue Folliot  
Health Infrastructure  
PO Box 1060  
North Sydney NSW 2059

19 December 2018

## J156455 Addenda Report Greencap Response to Tweed Shire Council Recommendations

Dear Ms Folliot,

This report has been provided in response to Tweed Shire Council responses to the EIS submitted by Health Infrastructure NSW on for the proposed Tweed Valley Hospital project located at 771 Cudgen Road, Cudgen NSW.

Responses to issues raised by council in their EIS submission relevant to Greencap's scope are contained in **Table 1** attached below.

Yours faithfully,



Dr Damian Licari  
Principal Consultant – Environment

Table 1 Repsonse to Tweed Shire Council Submissions

No	Reference Number	Recommendation	Response
	8.	<b>8. Ecology – the current proposal indicates three large sediment ponds hard up against the significant land to the north. A 50m buffer is normally required with the outer edge having some infrastructure.</b>	
1	<u>8 a)</u>	<p>It is recommended that further information is requested, or conditions of consent are applied, to achieve consistency with Tweed DCP A19 as follows:</p> <ul style="list-style-type: none"> <li>■ An amended development footprint that achieves a 50m ecological setback, to be managed as an ecological buffer, from the significant vegetation.               <ul style="list-style-type: none"> <li>– i. Overlap of APZ and sediment basin location with the ecological buffer may be acceptable if it can be demonstrated that the management requirements and design are compatible with ecological buffer management</li> <li>– ii. No more than the outer half of the ecological buffer is to be used for the above purpose.</li> </ul> </li> <li>■ Preparation and approval of a Habitat Management Plan for retained vegetation and ecological buffer.</li> <li>■ Implementation of the Habitat Management Plan should commence prior to commencement of any physical works on the site.</li> </ul>	<p>The Tweed Council DCP does not apply as Clause 11 of State Environmental Planning Policy (State and Regional Development) 2011 states that development control plans do not apply to State Significant Development.</p> <p>In addition to this SSD buffers and setbacks are determined through a Biodiversity Development Assessment Report which is considered and approved by NSW OEH.</p> <p>Details of alternative buffers are provided in the revised BDAR.</p>
2	<u>8 b)</u>	That the department be satisfied that the information supplied adequately addresses the requirements of development in the Coastal Wetland Proximity Area prior to approval.	Ongoing management of the retained vegetation will be included as part of the Biodiversity Management Plan (BMP) to be developed for the site. Timeframes for implementation of the management actions will be identified in the BMP.

No	Reference Number	Recommendation	Response
	8.	<b>8. Ecology – the current proposal indicates three large sediment ponds hard up against the significant land to the north. A 50m buffer is normally required with the outer edge having some infrastructure.</b>	
3	8 c)	That the Biodiversity Management Plan and incorporated Water Quality Management Plan be prepared and approved prior to work commencing on site.	See the information provided in Section 3.2 of the revised BDAR, and Greencap's response to the OEH submission regarding the same issue.
4	8 d)	That the proposal seek to zone the area of retained vegetation and ecological buffer to E2 under TLEP 2014.	The long term management of the vegetation on the site has not been determined at this time, however rezoning of the retained vegetation is one of the options that has been put forward to HI. A Soil Management plan is currently being developed which considers an ongoing maintenance program to ensure the best outcome for the environmental area. This plan will integrate with the Biodiversity Management Plan and will inform the long term management decision as part of the Stage 2 application.
5	8 e)	Restoration under the Habitat Management Plan described above, and landscaping in the vicinity of the wetland should consider incorporating preferred koala food trees where appropriate.	Noted. This will be considered as part of the BMP

No	Reference Number	Recommendation	Response
	8.	<b>8. Ecology – the current proposal indicates three large sediment ponds hard up against the significant land to the north. A 50m buffer is normally required with the outer edge having some infrastructure.</b>	
6	8 f)	Any fencing should not limit connectivity through and within the site for koala and other fauna.	It is not intended that permanent fencing will be installed around the site. See the information set out in Section 3.2 of the BDAR regarding how connectivity will be maintained throughout the site.

## **Addenda Report Greencap response to Tweed Shire Council recommendations**

### **Tweed Valley Hospital**

#### **STATEMENT OF LIMITATIONS**



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The Client acknowledged and agreed that proposed investigations were to rely on information provided to Greencap by the Client or other third parties. Greencap made no representation or warranty regarding the completeness or accuracy of any descriptions or conclusions based on information supplied to it by the Client, its employees or other third parties during provision of the Services. Under no circumstances shall Greencap have any liability for, or in relation to, any work, reports, information, plans, designs, or specifications supplied or prepared by any third party, including any third party recommended by Greencap. The Client releases and indemnifies Greencap from and against all Claims arising from errors, omissions or inaccuracies in documents or other information provided to Greencap by the Client, its employees or other third parties.

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