

Appendix A - Development Consent

Modification of Development Consent

Section 4.55(1A) of the *Environmental Planning and Assessment Act 1979*

As delegate for the Minister for Planning, under delegation executed on 11 October 2017, I approve the modification of the development consent referred to in Schedule 1, subject to the conditions outlined in Schedule 2.



Chris Ritchie
Director
Industry Assessments

Sydney 25 OCTOBER

2018

File: EF18/32635

SCHEDULE 1

Application No:	SSD 7075
Applicant:	Cleanaway Pty Ltd
Consent Authority:	Minister for Planning
Development:	Erskine Park Waste and Resource Management Facility Staged Development Application, comprising: <ul style="list-style-type: none">• A concept proposal for a Waste and Resource Management Facility (WRMF) with a maximum processing capacity of 300,000 tpa. All waste received at the WRMF shall enter the Waste Transfer Station (Stage 1), up to 150,000 tpa of this waste may be recycled at the Resource Recovery Facility (Stage 2).• Construction and operation of the Stage 1 Waste Transfer Station with a maximum processing capacity of 300,000 tpa.
Date of Original Consent:	4 October 2016
Modification:	SSD 7075 MOD 4 – Extension to construction hours.

SCHEDULE 2

This consent is modified as follows:

In the Definitions

1. Insert the following definition in alphabetical order:

MOD 4	SSD 7075 MOD 4 and supporting documentation titled <i>Erskine Park Waste and Resource Management Facility Modification to approved SSD 7075 (Modification 4) Environmental Assessment Report</i> , prepared by EME Advisory and dated 16 August 2018.
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2. Delete the definition of Secretary and replace with the following:

Planning Secretary	Secretary of the Department of Planning and Environment, or nominee
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In Schedule B

3. Delete Condition A1 and replace with the following:

- A1. Consent is granted to the Concept Proposal as described in:
- a) Schedule A;
 - b) Staged Development Application (SSD 7075);
 - c) EIS;
 - d) RTS;
 - e) Site layout plan as identified in Appendix 1A;
 - f) MOD 1;
 - g) MOD 2;
 - h) MOD 3;
 - i) MOD 4; and
 - j) conditions contained in this development consent.

In Schedule C

4. Delete Condition A1 and replace with the following:

- A1. The Applicant shall carry out the Development in accordance with the:
- a) Staged Development Application (SSD 7075);
 - b) EIS;
 - c) RTS;
 - d) Conditions in Schedule B;
 - e) Site and elevation plans as identified in Appendix 1B and 2;
 - f) MOD 1;
 - g) MOD 2;
 - h) MOD 3;
 - i) MOD 4; and
 - j) management and mitigation measures as identified in Appendix 3.

5. Delete Condition B28 and replace with the following:

- B28. The Applicant shall comply with the construction and operation hours in Table 3 unless otherwise agreed to in writing by the Secretary.

Table 3: Hours of Construction and Operation

Activity	Day	Hours
Construction	Monday – Friday	5 am to 6 pm
	Saturday	5 am to 5 pm
	Sunday & Public Holidays	Nil
Operation	24 hours a day, seven days a week	

6. Delete Condition B29 and replace with the following:

- B29 The Applicant shall:
- a) implement best practice, including all reasonable and feasible noise management and mitigation measures to prevent and minimise operational, low frequency and traffic noise generated by the Development;
 - b) minimise the noise impacts of the Development during adverse meteorological conditions;
 - c) install and implement broadband squawker reversing alarms for all construction vehicles;
 - d) maintain the effectiveness of any noise suppression equipment on plant at all times and ensure defective plant is not used operationally until fully repaired; and
 - e) regularly assess noise emissions and relocate, modify and/or stop operations to ensure compliance with the relevant conditions of this consent.

7. Insert Condition C1A with the following:

- C1A. Prior to commencement of extended construction hours approved as part of MOD 4, the Applicant must submit a revised Construction Environmental Management Plan to the satisfaction of the Planning Secretary. The plan must be prepared in consultation with the EPA and detail the environmental management practices and procedures to mitigate construction noise impacts during the out of hours construction periods.

Modification of Development Consent

Section 4.55(1A) of the Environmental Planning and Assessment Act 1979

As delegate of the Minister for Planning under delegation executed on 11 October 2017, I approve the Development Application referred to in Schedule 1, subject to the conditions specified in Schedule 2.

Chris Ritchie
Director
Industry Assessments

Sydney 24 OCTOBER

2018

File: EF18/1214

SCHEDULE 1

Application Number: SSD 7075

Applicant: Cleanaway Pty Ltd

Consent Authority: Minister for Planning

Site: 85-85 Quarry Road, Erskine Park (Lot 1 DP 1140063)

Development: Erskine Park Waste and Resource Management Facility Staged Development Application, comprising:

- A concept proposal for a Waste and Resource Management Facility (WRMF) with a maximum processing capacity of 300,000 tpa. All waste received at the WRMF shall enter the Waste Transfer Station (stage 1), up to 150,000 tpa of this waste may be recycled at the Resource Recovery Facility (Stage 2).
- Construction and operation of the Stage 1 Waste Transfer Station with a maximum processing capacity of 300,000 tpa.

Date of Original Consent: 4 October 2016

Modification: SSD 7075 MOD 3 – Modifications to Stage 1 Waste Transfer Station operation including the installation of a manual sort line, minor site layout alterations and minor building design alterations.

SCHEDULE 2

This consent is modified as follows:

In the Definitions

1. Insert the following definitions in alphabetical order:

General solid waste (non-putrescible) As defined in Schedule 1 of POEO Act, but excluding Biosolids.

In Schedule B

2. Delete Condition A1 and replace with the following:

A1. Consent is granted to the Concept Proposal as described in:

- a) Schedule A;
- b) Staged Development Application (SSD 7075);
- c) EIS;
- d) RTS;
- e) Site layout plan as identified in Appendix 1A;
- f) MOD 1;
- g) MOD 2;
- h) MOD 3; and
- i) conditions contained in this development consent.

In Schedule C

3. Delete Condition A1 and replace with the following:

A1. The Applicant must carry out the Development in accordance with the:

- a) Staged Development Application (SSD 7075);
- b) EIS;
- c) RTS;
- d) Conditions in Schedule B;
- e) Site and elevation plans as identified in Appendix 1B and 2;
- f) MOD 1;
- g) MOD 2;
- h) MOD 3; and
- i) management and mitigation measures as identified in Appendix 3.

4. Insert Condition A5A:

A5A. The manual sort line approved as part of MOD 3 must only be used to separate general solid waste (non-putrescible).

5. Delete Condition B30 and replace with the following:

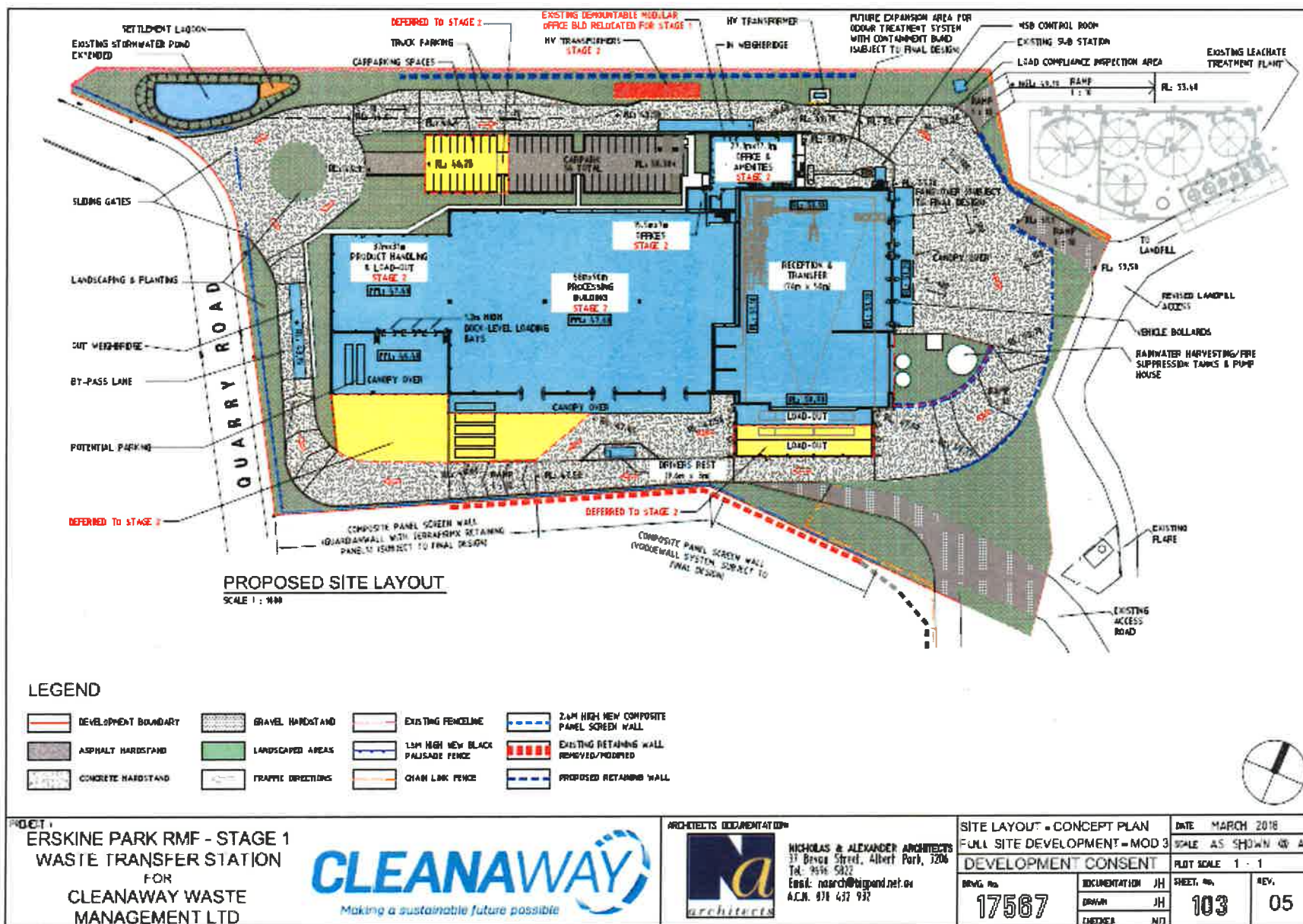
B30 The Applicant must ensure that:

- a) a total of 37 car parking spaces, including one accessible car parking space are provided;
- b) trucks must only be parked in the designated truck park areas as identified in Appendix 1B;
- c) at least one load compliance inspection parking area is provided;
- d) site access, driveways and parking areas are constructed and maintained in accordance with the latest versions of Australian Standards AS 2890.1, AS 2890.2, AS 2890.6 and AS 1428.1;
- e) the swept path of the longest vehicle entering and exiting the Site, as well as manoeuvrability through the site, is in accordance with *AUSTROADS Guide to Road Design*;
- f) unless such deliveries are via Erskine Park Road, truck deliveries and pickups are scheduled to avoid busy morning and afternoon peak hours;
- g) the egress of B-double waste transportation trucks from the Erskine Park Industrial Estate is confined to Lenore Drive/Erskine Park Link Road;
- h) the Development does not result in any vehicles parking or queuing on the public road network;
- i) all vehicles are wholly contained on site before being required to stop;
- j) all loading and unloading of heavy vehicles occurs inside the Waste Transfer Station;
- k) the proposed turning areas in the car park are kept clear of any obstacles, including parked cars, at all times;
- l) all vehicles enter and leave the site in a forward direction;
- m) signage is installed to ensure traffic from the adjacent landfill provides right-of-way to the Development traffic; and
- n) right-of-way signage is installed at accessway road junctions from the adjacent landfill.

In the Appendices

6. Replace Appendix 1A and Appendix 1B with new Appendix 1A and Appendix 1B.
7. Replace Appendix 2 with new Appendix 2

APPENDIX 1A – STAGE 1 AND 2 CONCEPT PROPOSAL



APPENDIX 1B – STAGE 1 SITE LAYOUT PLAN



PROPOSED SITE LAYOUT
SCALE 1: 1000

LEGEND

- | | | | |
|----------------------|--------------------|------------------------------------|---|
| DEVELOPMENT BOUNDARY | GRAVEL HANDSTAND | EXISTING FENCELINE | 2.4M HIGH NEW COMPOSITE PANEL SCREEN WALL |
| ASPHALT HANDSTAND | LANDSCAPED AREAS | 1.5M HIGH NEW BLACK PALISADE FENCE | EXISTING RETAINING WALL REMOVED/MODIFIED |
| CONCRETE HANDSTAND | TRAFFIC DIRECTIONS | CHAIN LINK FENCE | PROPOSED RETAINING WALL |

- SCHEDULE OF CHANGES**
1. ADDITIONAL TRUCK PARKING TO NTH DRIVEWAY
 2. OFFICE LAYOUT REVISED
 3. PROPOSED STAGE 2 ADDITION DELETED, JEROME RV TANKS NOTED
 4. DRIVERS REST ACCESSED TO 5TH DRIVEWAY
 5. NTH ELEVATION BACT WORK REVISED
 6. ADDITIONAL STAGE 1 CAR PARKING
 7. EXISTING ACCESS ROAD IN 5TH WEST RETAINED
 8. EAST CANOPY RABBED BY SUPPLY



PROJECT:
**ERSKINE PARK RMF - STAGE 1
WASTE TRANSFER STATION
FOR
CLEANAWAY WASTE
MANAGEMENT LTD**

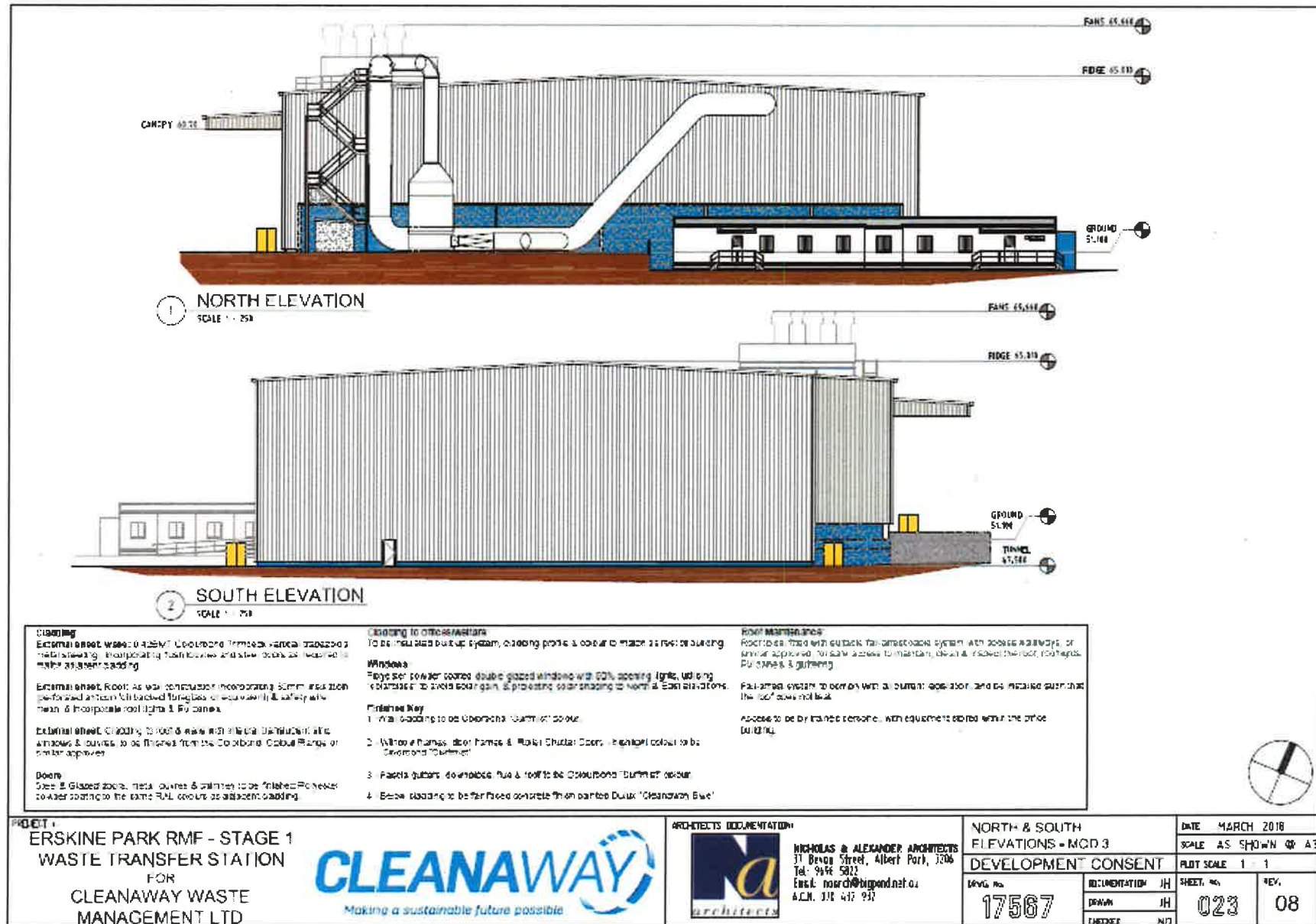


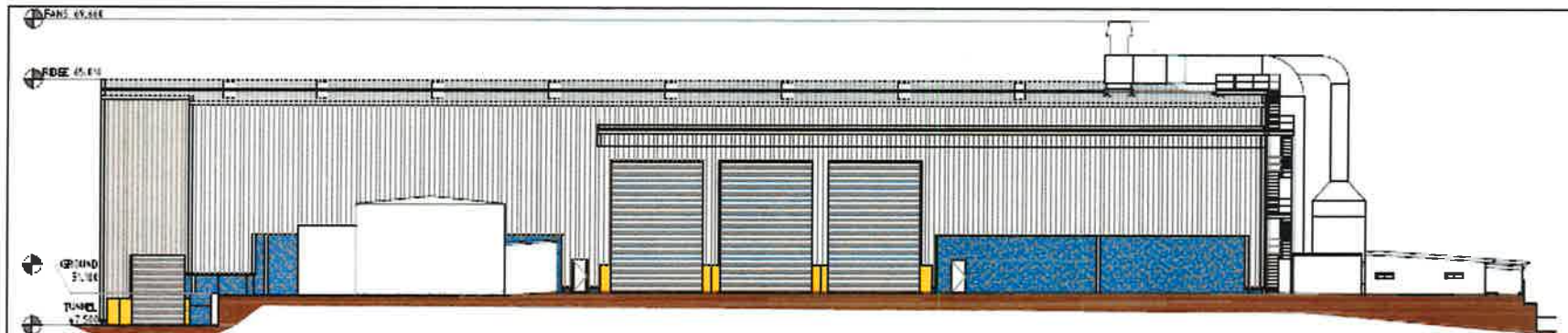
ARCHITECTS DOCUMENTATION
Na
architects

NICHOLAS & ALEXANDER ARCHITECTS
31 BRIND STREET, ALBERT PARK, 3206
Tel: 9496 5011
Email: narch@nandalex.com.au
A.C.N. 378 432 937

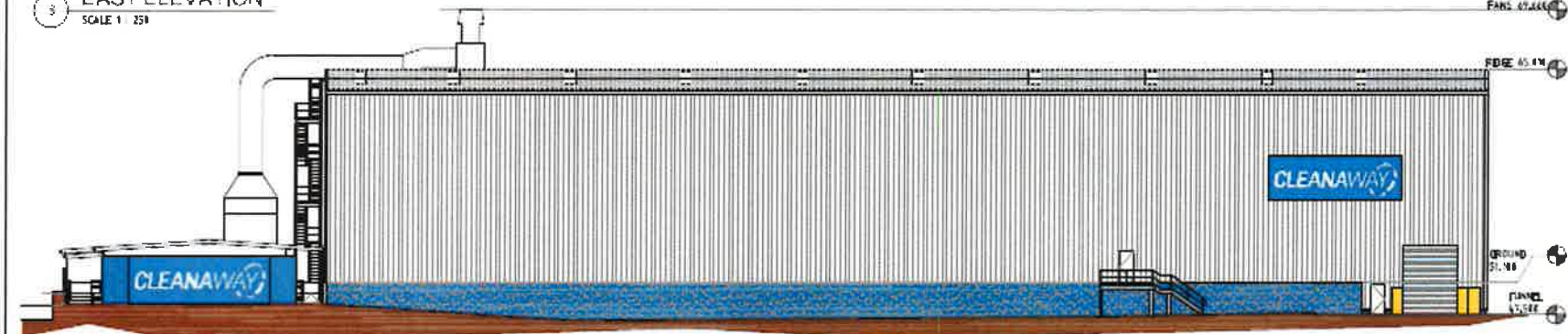
PROPOSED SITE LAYOUT - STAGE 1 - MOD 3		DATE MARCH 2018	SCALE AS SHOWN @ A3
DEVELOPMENT CONSENT		PLAT SCALE 1 : 1	REV. 18
DRWG No 17567	DOCUMENTATION JH DRAWN JH CHECKED NQ	SHEET No 003	

APPENDIX 2 – STAGE 1 ELEVATION PLANS – WASTE TRANSFER STATION





3 EAST ELEVATION
SCALE 1 : 250



4 WEST ELEVATION
SCALE 1 : 250

<p>Cladding External west wall (A&B): Coolboard (ribbed vertical) ribbed cladding incorporating mesh battens and steel studs as required to meet as per standard.</p> <p>External east roof: As wall construction incorporating 50mm insulation as per standard with 180° backed Fibreglass (clean weather) & safety wire mesh & incorporate roof light & PV panels.</p> <p>External east cladding: 2100° & 900° walls with 450mm battens with 180° Fibreglass & safety wire as finished from the Coolboard (clean weather) or similar approved.</p> <p>Doors Steel & Glazed doors, metal covers & grilles to be finished to meet roller door standards to the same RAL colour as adjacent cladding.</p>	<p>Cladding to infrastructure To be included but not system, cladding profile & colour to match as per building.</p> <p>Windows Edge per roller door double glazed windows with EDR, opening lights, using solar glass to avoid solar gain, & protecting solar shading to North & East elevations.</p> <p>Finish & Key 1. West cladding to be Coolboard (Summer) colour. 2. Window frames, door frames & Roller Door Cover highlight colour to be Coolboard (Summer). 3. Facia gutters, downpipes, pipe & down to be Coolboard (Summer) colour. 4. Base cladding to be fair faced concrete finish painted Dulux 'Cleanaway Blue'.</p>	<p>Roof maintenance Roof to be fitted with suitable rainwater system with access airways or where approved for saw access to maintain, clean & inspect the roof systems. PV panels & gutters. Painted system to comply with all current legislation and be installed such that the roof does not leak. Access to be by trained personnel with equipment stored within the office building.</p>
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<p>PROJECT ERSKINE PARK RMF - STAGE 1 WASTE TRANSFER STATION FOR CLEANAWAY WASTE MANAGEMENT LTD</p>		<p>ARCHITECTS DOCUMENTATION NICHOLAS & ALEXANDER ARCHITECTS 37 Devon Street, Albert Park, 3206 Tel: 9446 5822 Email: naarch@bigpond.net.au A.C.N. 310 417 947</p>	<p>EAST & WEST ELEVATIONS - MOD 3</p>		<p>DATE MARCH 2018</p>
			<p>DEVELOPMENT CONSENT</p>		<p>SCALE AS SHOWN @ A3</p>
			<p>Drawn No 17567</p>	<p>DOCUMENTATION JH DRAWN JH CHECKED NID</p>	<p>PLOT SCALE 1 : 1</p> <p>SHEET NO 024</p>

Modification of Development Consent

Section 96(1A) of the *Environmental Planning and Assessment Act 1979*

As delegate for the Minister for Planning, under delegation executed on 11 October 2017, I approve the modification of the development consent referred to in Schedule 1, subject to the conditions outlined in Schedule 2.



Chris Ritchie
Director
Industry Assessments

Sydney 26 FEBRUARY 2018

File: EF18/1214

SCHEDULE 1

Application No:	SSD 7075
Applicant:	Cleanaway Pty Ltd
Consent Authority:	Minister for Planning
Development:	Erskine Park Waste and Resource Management Facility Staged Development Application, comprising: <ul style="list-style-type: none">• A concept proposal for a Waste and Resource Management Facility (WRMF) with a maximum processing capacity of 300,000 tpa. All waste received at the WRMF shall enter the Waste Transfer Station (Stage 1), up to 150,000 tpa of this waste may be recycled at the Resource Recovery Facility (Stage 2).• Construction and operation of the Stage 1 Waste Transfer Station with a maximum processing capacity of 300,000 tpa.
Date of Original Consent:	4 October 2016
Modification:	SSD 7075 MOD 2 – Modifications to the site levels, access ramp and car parking.

SCHEDULE 2

This consent is modified as follows:

In the Definitions

1. Insert the following definitions in alphabetical order:

MOD 2 SSD 7075 MOD 2 and supporting documentation titled *Erskine Park Waste and Resource Management Facility Modification to approved SSD 7075 Environmental Assessment Report*, prepared by EME Advisory and dated January 2018.

In Schedule B

2. Delete Condition A1 and replace with the following:

A1. Consent is granted to the Concept Proposal as described in:

- a) Schedule A;
- b) Staged Development Application (SSD 7075);
- c) EIS;
- d) RTS;
- e) Site layout plan as identified in Appendix 1A;
- f) MOD 1;
- g) MOD 2; and
- h) conditions contained in this development consent.

In Schedule C

3. Delete Condition A1 and replace with the following:

A1. The Applicant must carry out the Development in accordance with the:

- a) Staged Development Application (SSD 7075);
- b) EIS;
- c) RTS;
- d) Conditions in Schedule B;
- e) Site and elevation plans as identified in Appendix 1B and 2;
- f) MOD 1;
- g) MOD 2; and
- h) management and mitigation measures as identified in Appendix 3.

4. Delete Condition B30 and replace with the following:

B30 The Applicant must ensure that:

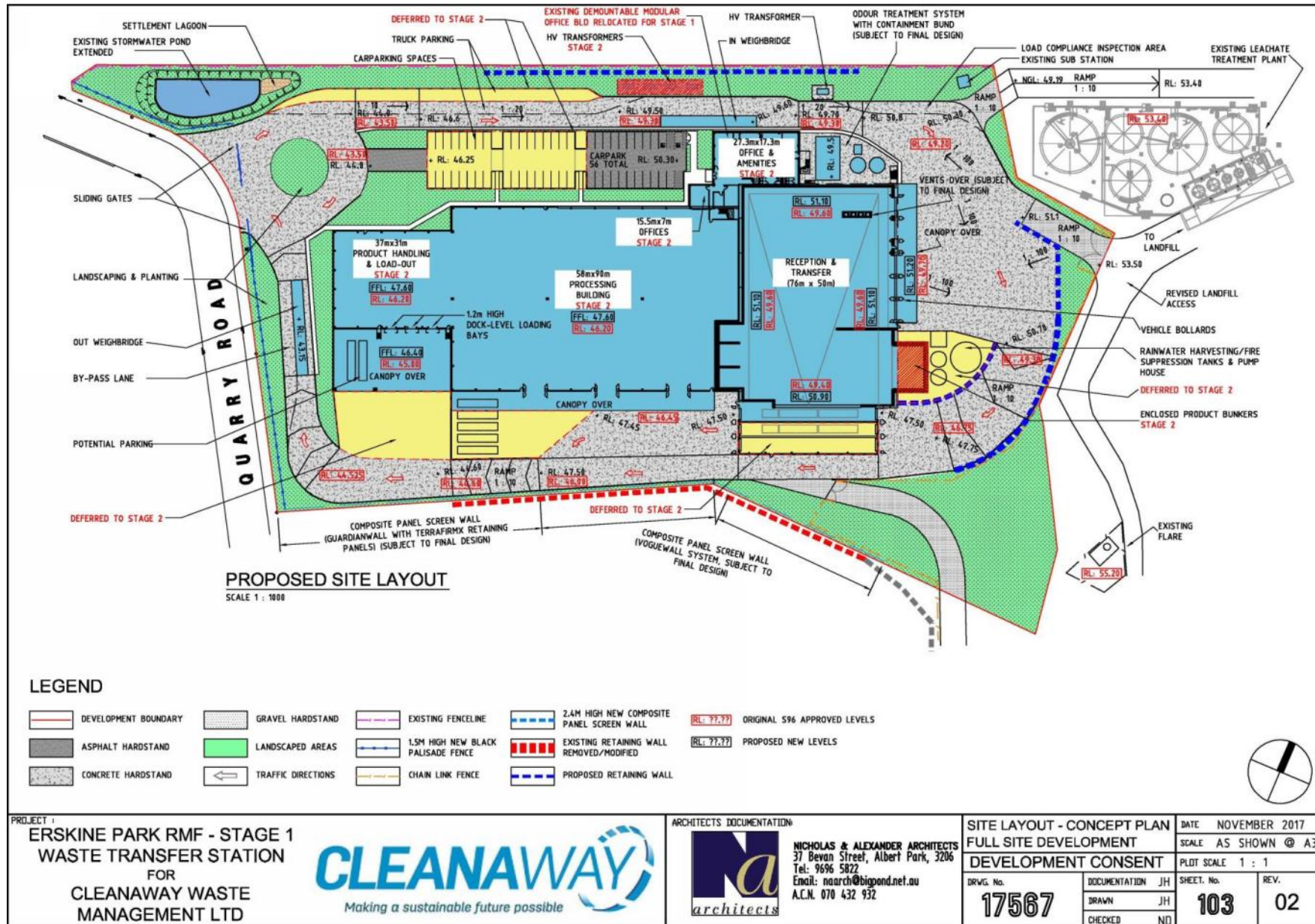
- a) a total of 21 car parking spaces, including one accessible car parking space are provided;
- b) trucks must only be parked in the designated truck park areas as identified in Appendix 1B;
- c) at least one load compliance inspection parking area is provided;
- d) site access, driveways and parking areas are constructed and maintained in accordance with the latest versions of Australian Standards AS 2890.1, AS 2890.2, AS 2890.6 and AS 1428.1;
- e) the swept path of the longest vehicle entering and exiting the Site, as well as manoeuvrability through the site, is in accordance with *AUSTROADS Guide to Road Design*;
- f) unless such deliveries are via Erskine Park Road, truck deliveries and pickups are scheduled to avoid busy morning and afternoon peak hours;
- g) the egress of B-double waste transportation trucks from the Erskine Park Industrial Estate is confined to Lenore Drive/Erskine Park Link Road;
- h) the Development does not result in any vehicles parking or queuing on the public road network;
- i) all vehicles are wholly contained on site before being required to stop;
- j) all loading and unloading of heavy vehicles occurs inside the Waste Transfer Station;
- k) the proposed turning areas in the car park are kept clear of any obstacles, including parked cars, at all times;
- l) all vehicles enter and leave the site in a forward direction; and
- m) signage is installed to ensure traffic from the adjacent landfill provides right-of-way to the Development traffic.

In the Appendices

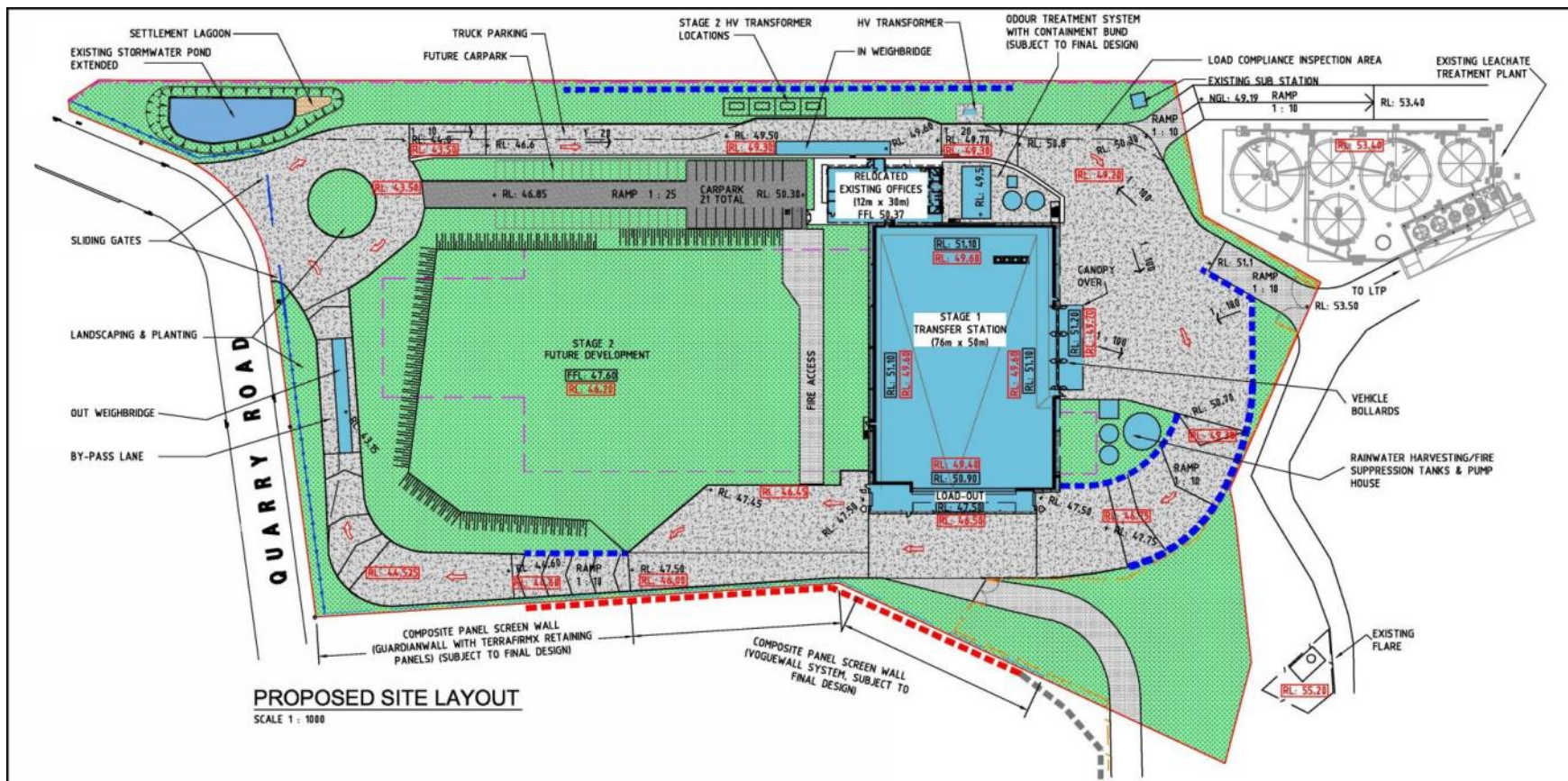
5. Replace Appendix 1A and Appendix 1B with new Appendix 1A and Appendix 1B.

6. Replace Appendix 2 with new Appendix 2.

APPENDIX 1A – STAGE 1 AND 2 CONCEPT PROPOSAL

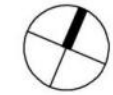


APPENDIX 1B – STAGE 1 SITE LAYOUT PLAN



LEGEND

- DEVELOPMENT BOUNDARY
- GRAVEL HARDSTAND
- EXISTING FENCELINE
- 2.4M HIGH NEW COMPOSITE PANEL SCREEN WALL
- ORIGINAL 596 APPROVED LEVELS
- ASPHALT HARDSTAND
- LANDSCAPED AREAS
- 1.5M HIGH NEW BLACK PALISADE FENCE
- EXISTING RETAINING WALL REMOVED/MODIFIED
- PROPOSED NEW LEVELS
- CONCRETE HARDSTAND
- TRAFFIC DIRECTIONS
- CHAIN LINK FENCE
- PROPOSED RETAINING WALL



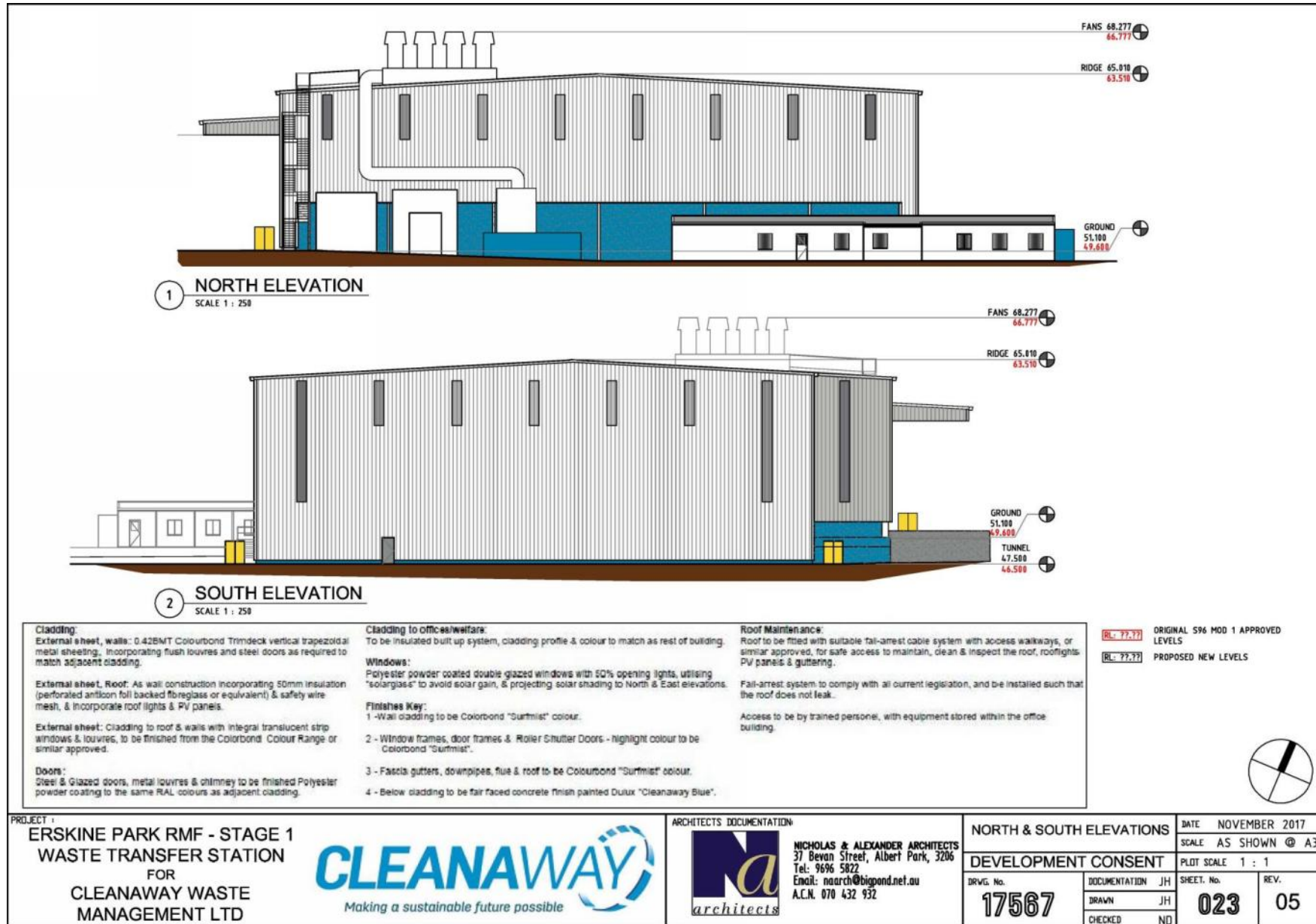
PROJECT :
ERSKINE PARK RMF - STAGE 1
WASTE TRANSFER STATION
 FOR
CLEANAWAY WASTE
MANAGEMENT LTD

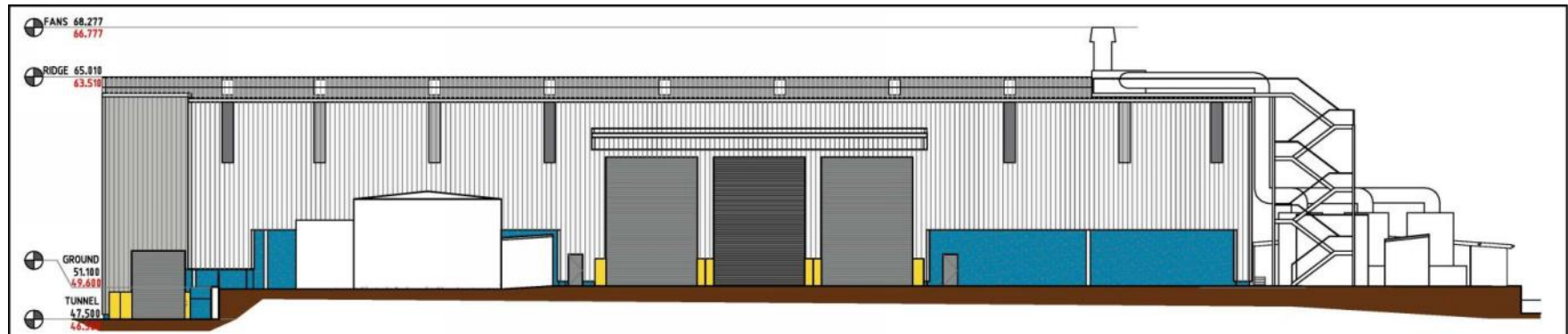


ARCHITECTS DOCUMENTATION:
NICHOLAS & ALEXANDER ARCHITECTS
 37 Bevan Street, Albert Park, 3206
 Tel: 9696 5822
 Email: naarch@bigpond.net.au
 A.C.N. 070 432 932

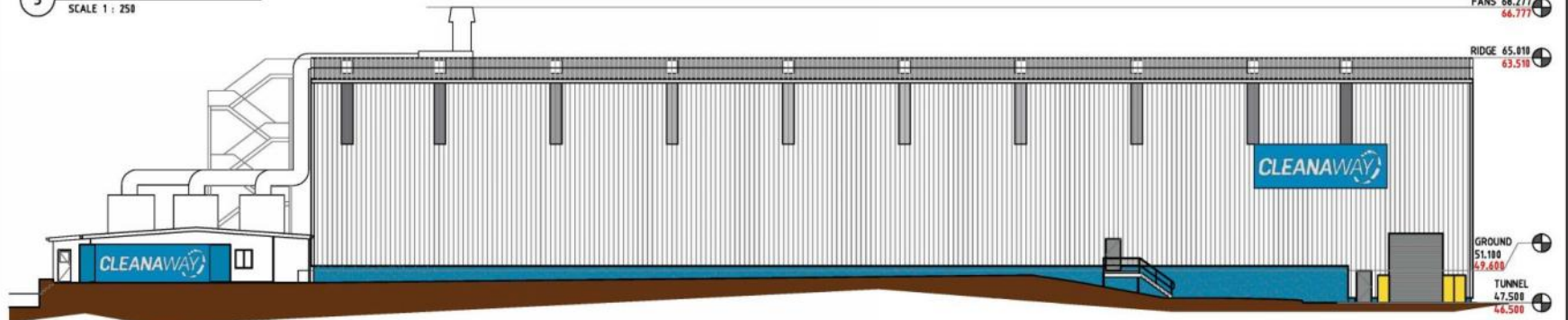
PROPOSED SITE LAYOUT - STAGE 1		DATE NOVEMBER 2017
DEVELOPMENT CONSENT		SCALE AS SHOWN @ A3
DRWG. No. 17567	DOCUMENTATION JH	PLOT SCALE 1 : 1
	DRAWN JH	SHEET. No. 003
	CHECKED ND	REV. 14

APPENDIX 2 – STAGE 1 ELEVATION PLANS – WASTE TRANSFER STATION





3 EAST ELEVATION
SCALE 1 : 250



4 WEST ELEVATION
SCALE 1 : 250

Cladding:

External sheet, walls: 0.42BMT Colourbond Trimdeck vertical trapezoidal metal sheeting. Incorporating flush louvres and steel doors as required to match adjacent cladding.

External sheet, Roof: As wall construction incorporating 50mm insulation (perforated antiloon foil backed fibreglass or equivalent) & safety wire mesh, & incorporate roof lights & PV panels.

External sheet: Cladding to roof & walls with integral translucent strip windows & louvres, to be finished from the Colorbond Colour Range or similar approved.

Doors:

Steel & Glazed doors, metal louvres & chimney to be finished Polyester powder coating to the same RAL colours as adjacent cladding.

Cladding to offices/welfare:

To be insulated built up system, cladding profile & colour to match as rest of building.

Windows:

Polyester powder coated double glazed windows with 50% opening lights, utilising "solargas" to avoid solar gain, & projecting solar shading to North & East elevations.

Finishes Key:

- 1 - Wall cladding to be Colorbond "Surtmist" colour.
- 2 - Window frames, door frames & Roller Shutter Doors - highlight colour to be Colorbond "Surtmist".
- 3 - Fascia, gutters, downpipes, flue & roof to be Colourbond "Surtmist" colour.
- 4 - Below cladding to be fair faced concrete finish painted Dulux "Cleanaway Blue".

Roof Maintenance:

Roof to be fitted with suitable fall-arrest cable system with access walkways, or similar approved, for safe access to maintain, clean & inspect the roof, rooflights PV panels & guttering.

Fall-arrest system to comply with all current legislation, and be installed such that the roof does not leak.

Access to be by trained personnel, with equipment stored within the office building.

[RL: 77.77] ORIGINAL S96 MOD 1 APPROVED LEVELS
[RL: 77.77] PROPOSED NEW LEVELS



PROJECT:
**ERSKINE PARK RMF - STAGE 1
WASTE TRANSFER STATION
FOR
CLEANAWAY WASTE
MANAGEMENT LTD**



ARCHITECTS DOCUMENTATION



NICHOLAS & ALEXANDER ARCHITECTS
37 Bevan Street, Albert Park, 3206
Tel: 9696 5822
Email: naarch@bigpond.net.au
A.C.N. 070 432 932

EAST & WEST ELEVATIONS

DATE NOVEMBER 2017

SCALE AS SHOWN @ A3

DEVELOPMENT CONSENT

PLOT SCALE 1 : 1

DRVG. No. **17567**

DOCUMENTATION JH
DRAWN JH
CHECKED ND

SHEET. No. **024** REV. **05**

Modification of Development Consent

Section 96(1A) of the *Environmental Planning and Assessment Act 1979*

As delegate for the Minister for Planning, under delegation executed on 16 February 2015, I approve the modification of the development consent referred to in Schedule 1, subject to the conditions outlined in Schedule 2.



Kelly McNicol
A/Director
Industry Assessments

Sydney 25 AUGUST

2017

File: 17/09077

SCHEDULE 1

Application No:	SSD 7075
Applicant:	Cleanaway Pty Ltd
Consent Authority:	Minister for Planning
Development:	Erskine Park Waste and Resource Management Facility Staged Development Application, comprising: <ul style="list-style-type: none">• A concept proposal for a Waste and Resource Management Facility (WRMF) with a maximum processing capacity of 300,000 tpa. All waste received at the WRMF shall enter the Waste Transfer Station (Stage 1), up to 150,000 tpa of this waste may be recycled at the Resource Recovery Facility (Stage 2).• Construction and operation of the Stage 1 Waste Transfer Station with a maximum processing capacity of 300,000 tpa.
Date of Original Consent:	4 October 2016
Modification:	SSD 7075 MOD 1 – Modifications to the development staging, car and truck parking, the office, the load-out bays, the stormwater management system, site levels and landfill ramps.

SCHEDULE 2

This consent is modified as follows:

In the Definitions

1. Insert the following definitions in alphabetical order:

MOD 1	SSD 7075 MOD 1 and supporting documentation titled <i>Environmental Assessment Proposed minor changes to approved Erskine Park Resource Management Facility (SSD 7075) Stage 1 Waste Transfer Station</i> , prepared by SLR and dated 10 July 2017.
PCA	Principal Certifying Authority
RRF	Resource Recovery Facility
WTS	Waste Transfer Station

In Schedule B

2. Delete Condition A1 and replace with the following:
 - A1. Consent is granted to the Concept Proposal as described in:
 - a) Schedule A;
 - b) Staged Development Application (SSD 7075);
 - c) EIS;
 - d) RTS;
 - e) Site layout plan as identified in Appendix 1A;
 - f) MOD 1; and
 - g) conditions contained in this development consent.

In Schedule C

3. Delete Condition A1 and replace with the following:
 - A1. The Applicant must carry out the Development in accordance with the:
 - a) Staged Development Application (SSD 7075);
 - b) EIS;
 - c) RTS;
 - d) Conditions in Schedule B;
 - e) Site and elevation plans as identified in Appendix 1B and 2;
 - f) MOD 1; and
 - g) management and mitigation measures as identified in Appendix 3.
4. Delete Condition B30 and replace with the following:
 - B30 The Applicant must ensure that:
 - a) a total of 20 car parking spaces, including one accessible car parking space are provided;
 - b) trucks must only be parked in the designated truck park areas as identified in Appendix 1B;
 - c) at least one load compliance inspection parking area is provided;
 - d) site access, driveways and parking areas are constructed and maintained in accordance with the latest versions of Australian Standards AS 2890.1, AS 2890.2, AS 2890.6 and AS 1428.1;
 - e) the swept path of the longest vehicle entering and exiting the Site, as well as manoeuvrability through the site, is in accordance with *AUSTROADS Guide to Road Design*;
 - f) unless such deliveries are via Erskine Park Road, truck deliveries and pickups are scheduled to avoid busy morning and afternoon peak hours;
 - g) the egress of B-double waste transportation trucks from the Erskine Park Industrial Estate is confined to Lenore Drive/Erskine Park Link Road;
 - h) the Development does not result in any vehicles parking or queuing on the public road network;
 - i) all vehicles are wholly contained on site before being required to stop;
 - j) all loading and unloading of heavy vehicles occurs inside the Waste Transfer Station;
 - k) the proposed turning areas in the car park are kept clear of any obstacles, including parked cars, at all times;
 - l) all vehicles enter and leave the site in a forward direction; and
 - m) signage is installed to ensure traffic from the adjacent landfill provides right-of-way to the Development traffic.
5. Delete Condition C8 and replace with the following:
 - C8 Within 1 year of the date of the commencement of operation, and every 3 years thereafter, unless the Secretary directs otherwise, the Applicant must commission and pay the full cost of an Independent Environmental Audit of the Development. This audit must:
 - a) be conducted by a suitably qualified, experienced and independent team of experts whose appointment has been endorsed by the Secretary;
 - b) led by a suitably qualified auditor, and include experts in fields specified by the Secretary;
 - c) include consultation with the relevant agencies;
 - d) assess the environmental performance of the Development and assess whether it is complying with the requirements in this consent, and any other relevant approvals and relevant EPL/s (including any assessment, plan or program required under the approvals);
 - e) review the adequacy of any approved strategy, plan or program required under the abovementioned consents; and
 - f) recommend measures or actions to improve the environmental performance of the Development, and/or any strategy, plan or program required under the consents.

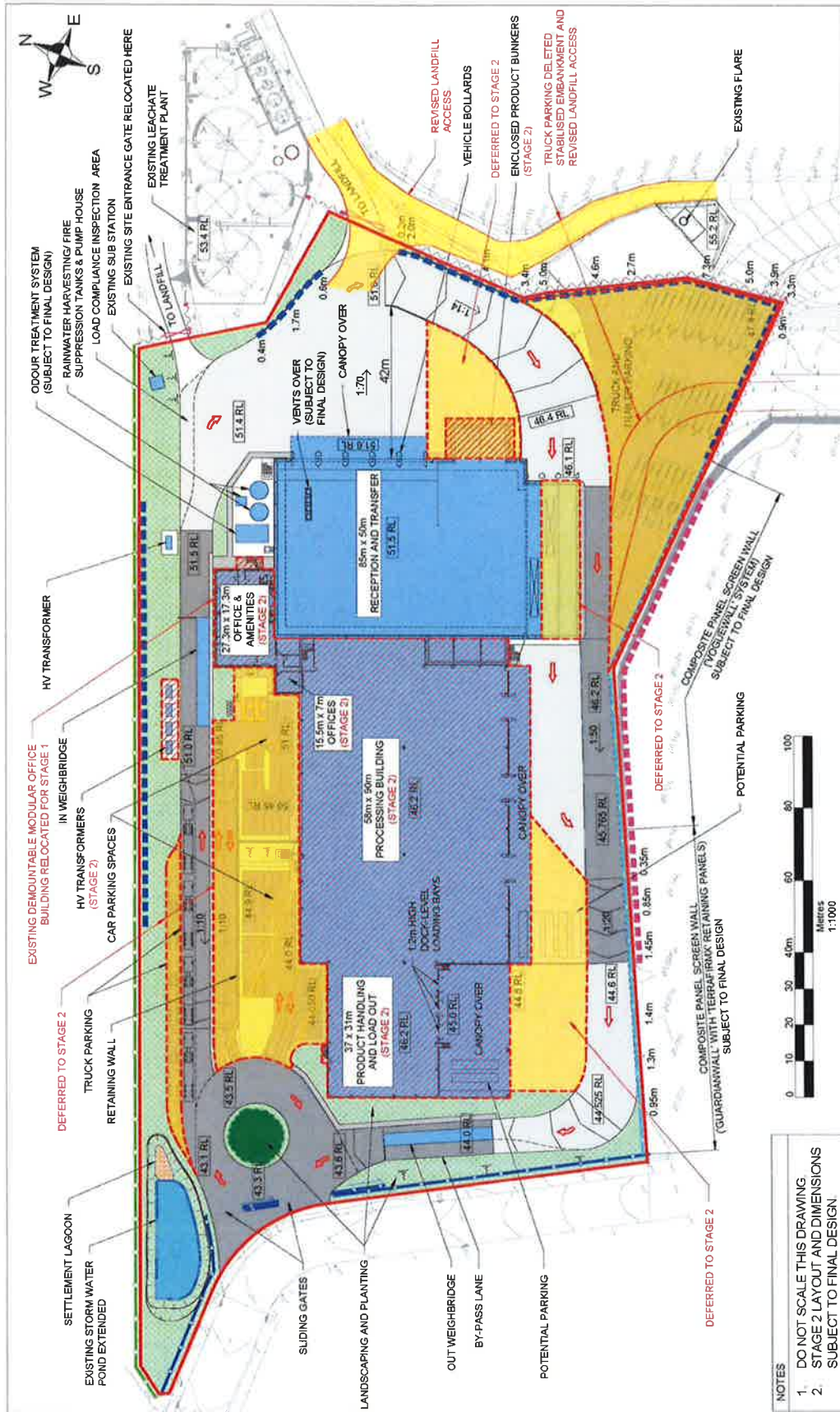
6. Delete Condition C10 and replace with the following:

- C10 Within 1 year of the date of the commencement of construction, and every year thereafter, the Applicant must review the environmental performance of the Development. This review must:
- a) describe the activities associated with the Development that were carried out in the previous calendar year, and the activities proposed to be carried out over the next year;
 - b) include a comprehensive review of the monitoring results and complaints records of the Development over the previous calendar year, which includes a comparison of the results against the:
 - (i) the relevant statutory requirements, limits or performance measures/criteria;
 - (ii) requirements of any plan or program required under this consent;
 - (iii) the monitoring results of previous years; and
 - (iv) the relevant predictions in the EIS;
 - c) identify any non-compliance over the previous year, and describe what actions were (or are being) taken to ensure compliance in the upcoming year;
 - d) identify any trends in the monitoring data over the life of the Development;
 - e) identify any discrepancies between the predicted and actual impacts of the Development, and analyse the potential cause of any significant discrepancies; and
 - f) describe what measures will be implemented over the next year to improve the environmental performance of the Development.

In the Appendices

7. Replace Appendix 1 with new Appendix 1A and Appendix 1B.
8. Replace Appendix 2 with new Appendix 2.

APPENDIX 1A – STAGE 1 AND 2 CONCEPT PROPOSAL



- NOTES**
- DO NOT SCALE THIS DRAWING
 - STAGE 2 LAYOUT AND DIMENSIONS SUBJECT TO FINAL DESIGN

LEGEND

	DEVELOPMENT BOUNDARY		GRAVEL HARDSTANDING		EXISTING FENCELINE
	ASPHALT HARDSTANDING		LANDSCAPED AREAS		1.8m HIGH NEW BLACK PALISADE FENCE
	CONCRETE HARDSTANDING		TRAFFIC DIRECTION		CHAIN LINK FENCE WITH GATE
	2.4m HIGH NEW COMPOSITE PANEL SCREEN WALL		EXISTING RETAINING WALL REMOVED/ MODIFIED		PROPOSED BOUNDARY RETAINING WALL

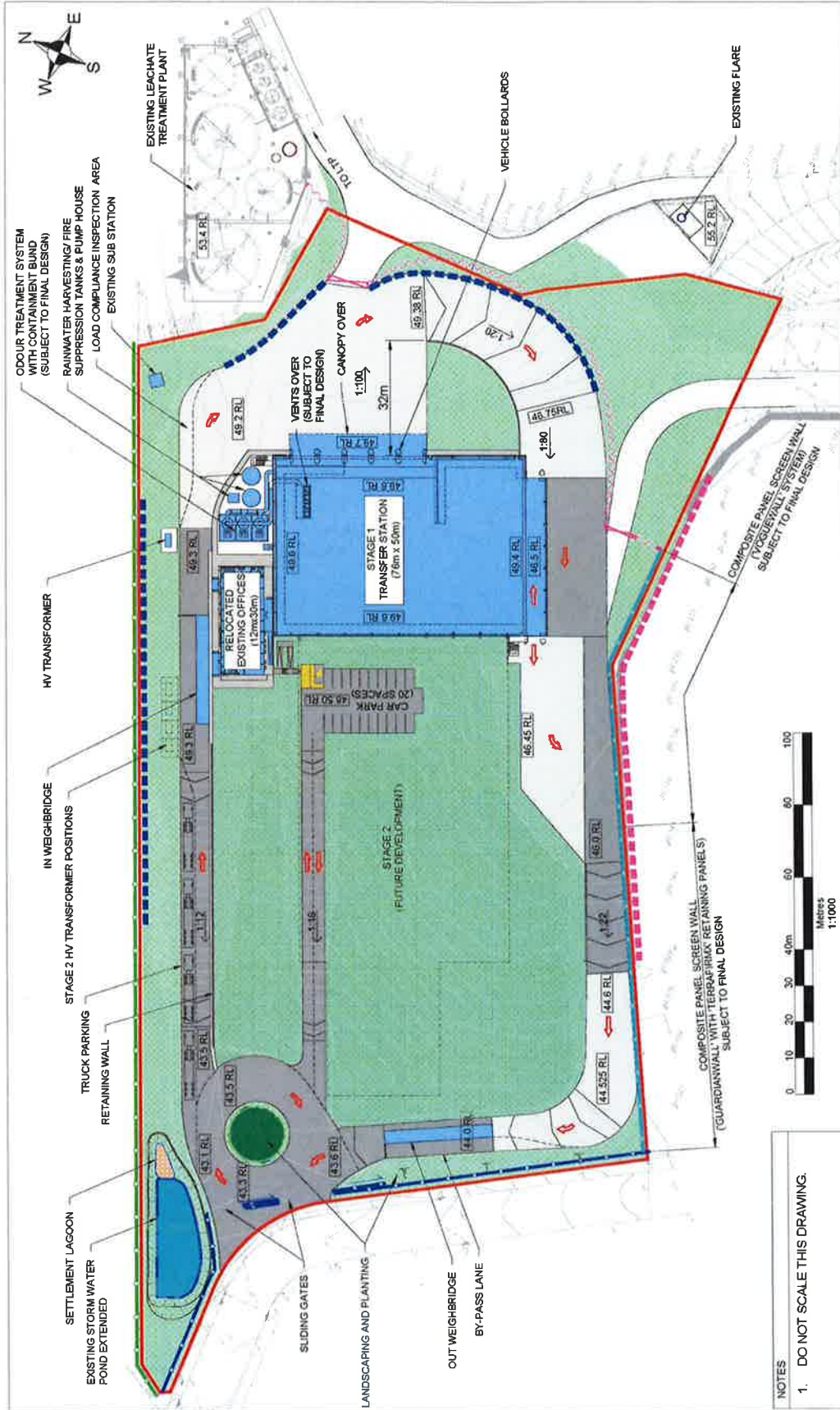


0	DH	LN	07 06 17	DEVELOPMENT CONSENT
Revision		Drawn By	Date	Comments



Client		CLEANAWAY WASTE MANAGEMENT LTD.	
Project		ERSKINE PARK RMF, STAGE 2	
Drawing		SITE LAYOUT - CONCEPT PLAN	
Full Site Development		Drawing Number	
Date	JUNE 2017	Revision	0
Scale	1:1000 @ A3	Development Consent	DEVELOPMENT CONSENT

APPENDIX 1B – STAGE 1 SITE LAYOUT PLAN



NOTES
1. DO NOT SCALE THIS DRAWING.

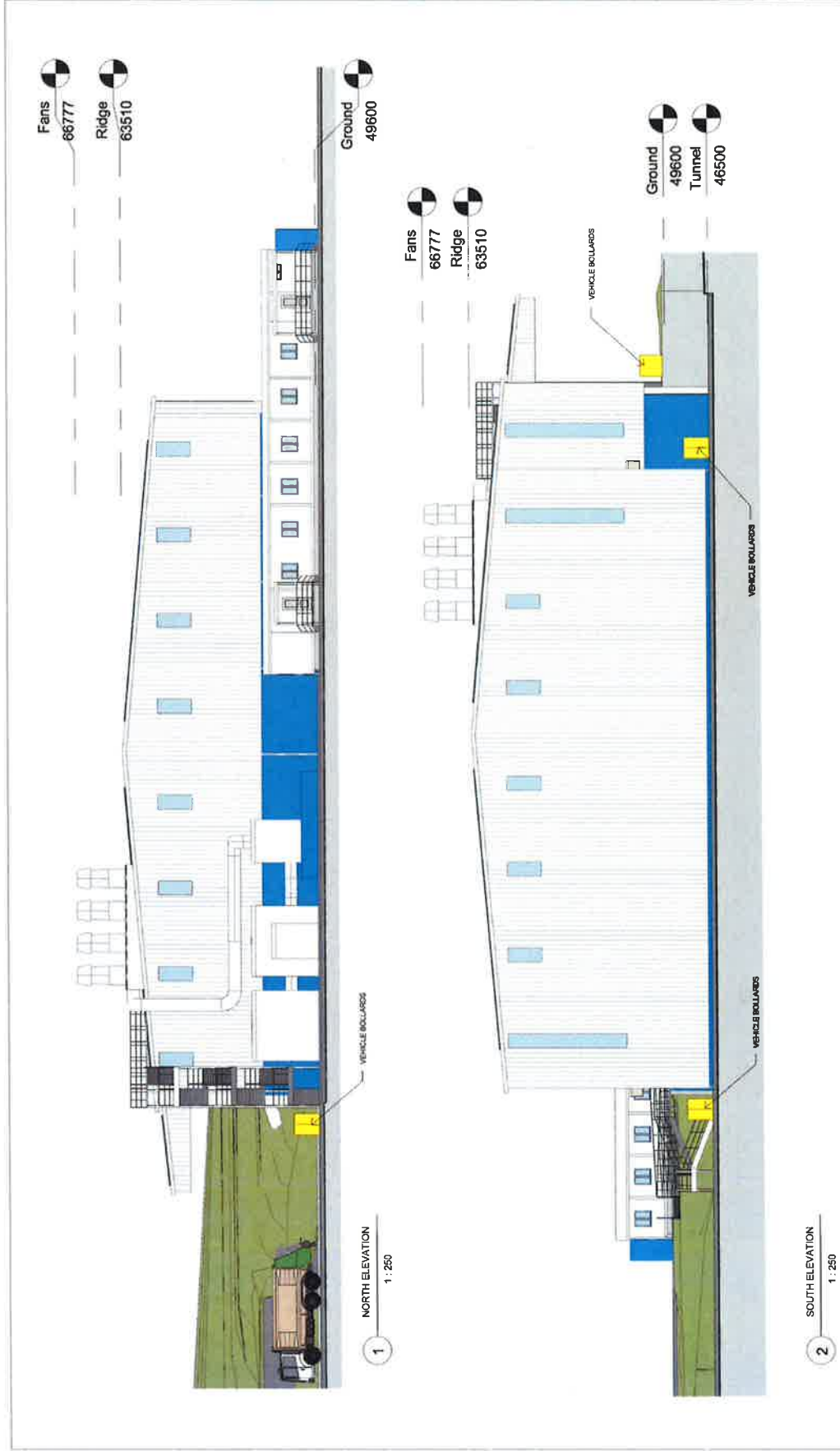
LEGEND

	DEVELOPMENT BOUNDARY		GRAVEL HARDSTANDING
	ASPHALT HARDSTANDING		LANDSCAPED AREAS
	CONCRETE HARDSTANDING		TRAFFIC DIRECTION
	EXISTING FENCELINE		2m HIGH NEW COMPOSITE PANEL SCREEN WALL
	1.8m HIGH NEW BLACK PALISADE FENCE		EXISTING RETAINING WALL REMOVED/MODIFIED
	CHAIN LINK FENCE WITH GATE		PROPOSED BOUNDARY RETAINING WALL

7	DH	LN	02.06.17	DEVELOPMENT CONSENT
Revision (Drawn By, Chkd By, Date, Comments)				
 2 LINCOLN STREET NEW SOUTH WALES 2008 AUSTRALIA P. 61 2 8671 200 www.slrconsulting.com				

Client: CLEANAWAY WASTE MANAGEMENT LTD	
Project: ERSKINE PARK RMF, STAGE 1 - WASTE TRANSFER STATION	
Drawing: PROPOSED SITE LAYOUT - STAGE 1	
Date: MAY 2016	Drawing Number: 003
Scale: 1:1000 @ A3	Revision: 7
DEVELOPMENT CONSENT	

APPENDIX 2 – STAGE 1 ELEVATION PLANS – WASTE TRANSFER STATION



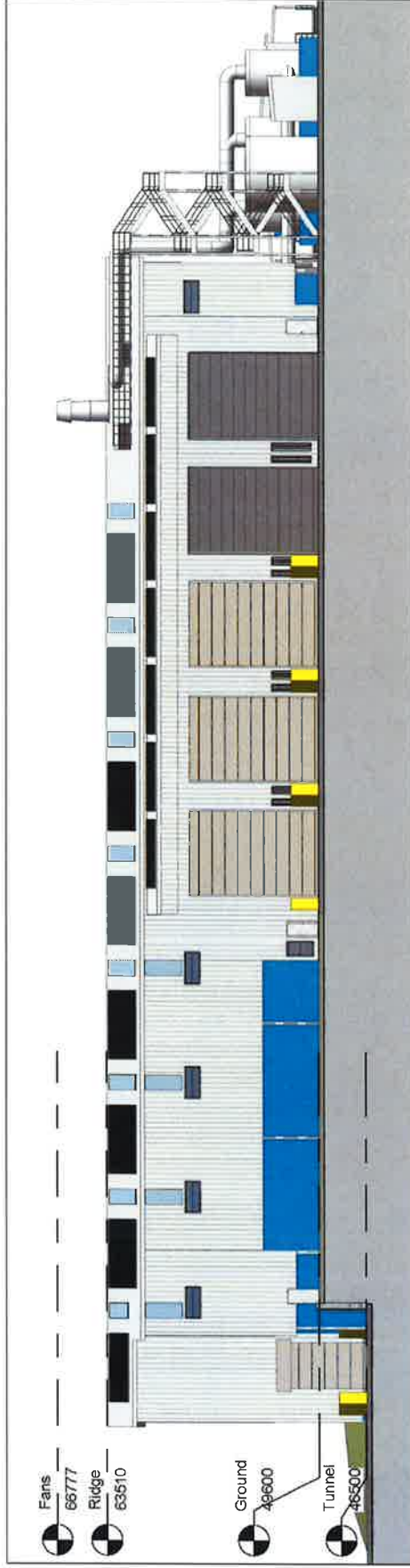
PS	LN	Date	By	Date	Comments
2		02.06.17			

Client	CLEANAWAY WASTE MANAGEMENT LTD
Project	ERSKINE PARK RMF STAGE 1 - WASTE TRANSFER STATION
Drawing	NORTH & SOUTH ELEVATIONS
Date	MAY 2015
Scale	1:250 @ A3
Revision	023
Revision	2

2 LINCOLN STREET NEW CANBEERRA NSW 2866 T: +61 2 9472 8100 F: +61 2 9472 8101 www.slrcorp.com.au		2 LINCOLN STREET NEW CANBEERRA NSW 2866 T: +61 2 9472 8100 F: +61 2 9472 8101 www.slrcorp.com.au	

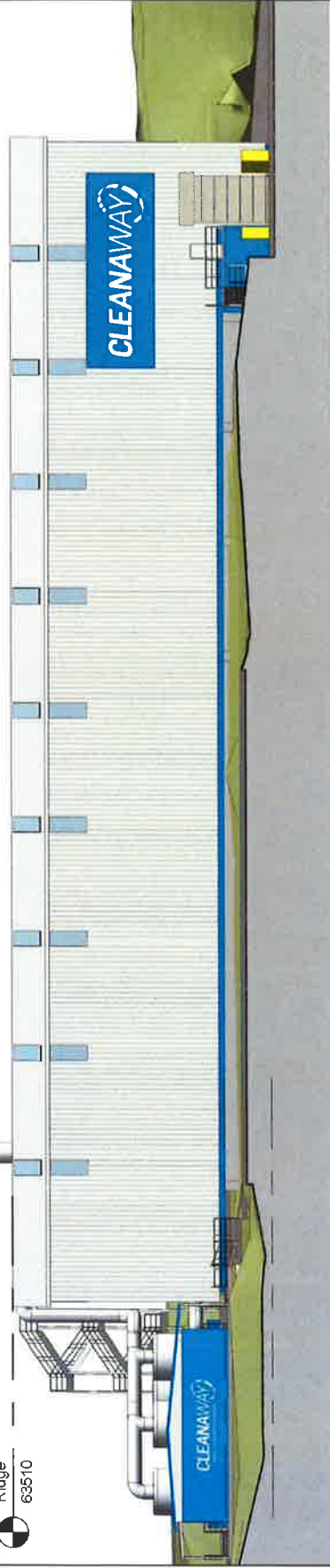
NOTES:

- Cladding:** make 0.25MT Colorbond Tinneck vertical trapezoidal metal cladding incorporating flush louvers and steel doors as required to match existing cladding.
- External sheet:** Base: As per construction incorporating down insulation sheet. A incorporate roof lights & PV panels.
- External sheet:** Cladding to roof & walls with integral translucent strip windows & louvers. To be finished from the Colorbond Colour Range or similar approved.
- Doors:** colour form metal louvers & corners to be finished Polyester powder coating to the same RAL colours as adjacent cladding.
- Roof structure:** Roof to be fixed with suitable fast-track cable system with access walkways, or precast concrete roof structure with access to maintain. Clean & inspect the roof, rooflights, gutters & downpipes after each access to maintain.
- Rooflights:** Provide clear double glazed windows with 50% openable lights, utilising "EnergyStar" to avoid solar gain, & projecting solar shading to North & East elevations.
- Finishes Key:**
 - 1 - wall cladding to be Colorbond "Summer" colour.
 - 2 - Window frames, door frames & Roller Shutter Doors - highlight colour to be Colorbond "Suffield".
 - 3 - if fascia gutters, downpipes, flow & top to be Colorbond "Suffield" colour.
 - 4 - where cladding to be fair faced concrete finish painted Dulux "Cleanaway Blue".
- Access:** to be by trained personnel with equipment stored within the office building.



1 EAST ELEVATION
1:250

- Fans 66777
- Ridge 63510



2 WEST ELEVATION
1:250

- Fans 66777
- Ridge 63510

<p>Client: CLEANAWAY WASTE MANAGEMENT LTD.</p> <p>Project: ERSKINE PARK RMF STAGE 1 - WASTE TRANSFER STATION</p> <p>Drawn: EAST & WEST ELEVATIONS</p> <p>Date: MAY 2016</p> <p>Scale: 1:250 @ A3</p>		<p>Revision: 2</p> <p>Drawn By: LN</p> <p>Check By: PS</p> <p>Date: 02.09.17</p> <p>Comments: DEVELOPMENT CONSENT</p>		<p>Client: CLEANAWAY WASTE MANAGEMENT LTD.</p> <p>Project: ERSKINE PARK RMF STAGE 1 - WASTE TRANSFER STATION</p> <p>Drawn: EAST & WEST ELEVATIONS</p> <p>Date: MAY 2016</p> <p>Scale: 1:250 @ A3</p>	
<p>NOTES:</p> <p>Checklist to reference:</p> <p>External steel, walls & ceiling: Cleanaway Thripex vertical ribbed steel with integral translucent strip windows & doors as appropriate</p> <p>Roof: As indicated on the section, including profile. A colour to match as per the building</p> <p>Windows: Powder coated double glazed windows with silver opening lights, using 'Solarguard' to avoid solar gain, incorporating solar shading to North & East elevations</p> <p>Internal fit-out: To be finished in accordance with the office building</p> <p>External doors: Cladding to roof & walls with integral translucent strip windows & doors, to be finished from the Cleanboard Caboo Range or similar approved</p> <p>Signs & graphics: metal banners & chimney to be finished Polyester powder coating to the same RAL colour as skafset cladding</p>		<p>Roof Maintenance:</p> <p>Roof to be fitted with suitable two-part cobble system with integral windows & doors to be fitted with suitable access to maintain, clean & inspect the roof, including PVC coating & painting</p> <p>External system to comply with all current legislation, and be installed with the building</p> <p>Access to be by fenced perimeter, with equipment stored within the office building</p>		<p>SLR</p> <p>2 LINCOLN STREET LANE COVE NEW SOUTH WALES 2086</p> <p>T: 61 2 947 8100 F: 61 2 947 8100 www.slr.com.au</p>	
<p>CLEANAWAY</p> <p>Planning & Environment Australia Pty Ltd</p>		<p>Revision: 2</p> <p>Drawn By: LN</p> <p>Check By: PS</p> <p>Date: 02.09.17</p> <p>Comments: DEVELOPMENT CONSENT</p>		<p>Client: CLEANAWAY WASTE MANAGEMENT LTD.</p> <p>Project: ERSKINE PARK RMF STAGE 1 - WASTE TRANSFER STATION</p> <p>Drawn: EAST & WEST ELEVATIONS</p> <p>Date: MAY 2016</p> <p>Scale: 1:250 @ A3</p>	

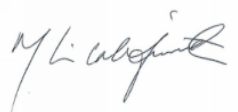
Development Consent

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

As delegate of the Minister for Planning under delegation executed on 14 September 2011, the Planning Assessment Commission (the Commission) of New South Wales, approve the Staged Development Application referred to in Schedule A subject to the concept proposal conditions in Schedule B and Stage 1 Waste Transfer Station conditions in Schedule C.

These conditions are required to:

- prevent, minimise, and/or offset adverse environmental impacts including economic and social 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.



Member of the Commission

Member of the Commission

Member of the Commission

Sydney

4 October 2016

SCHEDULE A

Application No.:

SSD 7075

Applicant:

Cleanaway Pty Ltd

Consent Authority:

Minister for Planning

Land:

85-87 Quarry Road, Erskine Park (Lot 1 DP 1140063)

Development:

Erskine Park Waste and Resource Management Facility Staged Development Application, comprising:

- A concept proposal for a Waste and Resource Management Facility (WRMF) with a maximum processing capacity of 300,000 tpa. All waste received at the WRMF shall enter the Waste Transfer Station (Stage 1), up to 150,000 tpa of this waste may be recycled at the Resource Recovery Facility (Stage 2).
- Construction and operation of the Stage 1 Waste Transfer Station with a maximum processing capacity of 300,000 tpa.

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DEFINITIONS

Applicant	Cleanaway Pty Ltd, or anyone else entitled to act on this consent
Construction	The demolition of buildings or works, the carrying out of works, including bulk earthworks, and erection of buildings and other infrastructure covered by this consent
Council	Penrith City Council
Department	Department of Planning and Environment
Development	The development that is approved by this development consent and as generally described in Schedule A
DPI	Department of Primary Industries
EIS	Staged Development Application, Environmental Impact Statement, Erskine Park Resource Management Facility prepared by SLR Consulting Australia Pty Ltd dated October 2015
EP&A	<i>Environmental Planning and Assessment Act 1979</i>
EPA	Environment Protection Authority
EPL	Environment Protection Licence under the <i>Protection of the Environment Operations Act 1997</i>
Feasible	Feasible relates to engineering considerations and what is practical to build
Heavy vehicle	Any vehicle with a gross vehicle mass of 5 tonnes or more
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> .
Incident	A set of circumstances that: <ul style="list-style-type: none"> • causes or threatens to cause material harm to the environment; and/or • breaches or exceeds the limits or performance measures/criteria in this consent
Material harm to the environment	Actual or potential harm to the health or safety of human beings or to ecosystems that is not trivial
Mitigation	Activities associated with reducing the impacts of the development prior to or during those impacts occurring
OEH	Office of Environment and Heritage
Operation	The receipt or processing of waste
POEO Act	<i>Protection of the Environment Operations Act 1997</i>
Reasonable	Reasonable relates to the application of judgement in arriving at a decision, taking into account: mitigation benefits, cost of mitigation versus benefits provided, community views and the nature and extent of potential improvements
Regulation	<i>Environmental Planning and Assessment Regulation 2000</i>
Response to Submissions (RTS)	Erskine Park Resource Management Facility, Response to Submissions prepared by SLR Consulting Australia Pty Ltd dated 24 February 2016
RMS	Roads and Maritime Services
Secretary	Secretary of the Department of Planning, or nominee
Site	Land referred to in Schedule A
Stage 1	Stage 1 includes: <ul style="list-style-type: none"> i. demolition of existing structures; ii. bulk earthworks; iii. construction of infrastructure including hardstand areas, stormwater, car parks, weighbridges and sealed roads;

- iv. operation of a Waste Transfer Station with a processing capacity of up to 300,000 tpa including an air pollution control system;
- v. a two storey office building and amenities to service the Waste Transfer Station;
- vi. construction of ancillary components including security fencing, security gates, rain water harvesting, fire suppression system, signage, landscaping and services.

Stage 2 Resource Recovery Facility designed to process 150,000 tpa of recyclable material from the Waste Transfer Station (Stage 1)

tpa Tonnes per annum

Waste As defined under the POEO Act

WMP Waste Management Plan

SCHEDULE B

PART A CONDITIONS OF CONSENT FOR CONCEPT PROPOSAL (STAGES 1 AND 2)

STAGED DEVELOPMENT DESCRIPTION

- A1. Consent is granted to the Concept Proposal as described in:
- Schedule A;
 - Staged Development Application (SSD 7075);
 - EIS;
 - RTS;
 - Site layout plan as identified in Appendix 1; and
 - conditions contained in this development consent.
- A2. If there is any inconsistency between the above documents, the most recent document shall prevail to the extent of the inconsistency. However, the conditions of this consent shall prevail to the extent of any inconsistency.

CONSENT LIMITS

- A3. This consent does not permit the construction and operation of the Stage 2 Resource Recovery Facility.
- A4. All waste received at the Site must enter at the Waste Transfer Station for initial processing. The Waste Transfer Station must not process more than 300,000 tpa of waste (as identified in the EPL), up to 150,000 tpa of this waste may be recycled at the Resource Recovery Facility (Stage 2).
- A5. The Applicant shall carry out the development of the Waste Transfer Station in accordance with the conditions outlined in Schedule C.

ADMINISTRATIVE CONDITIONS

Determination of Future Development Applications

- A6. In accordance with section 83B(3) of the EP&A Act, Stage 2 is to be subject of a future development application.
- A7. The determination of the future development application(s) are to be consistent with the terms of this development consent as described in Schedule A, and subject to the conditions in Schedule B.
- A8. As per Clause 12(b) of the *State Environmental Planning Policy State and Regional Development 2011*, any future development application(s) shall be classified State Significant Development.

Obligation to Minimise Harm to the Environment

- A9. The Applicant shall implement all reasonable and feasible measures to prevent and/or minimise any harm to the environment that may result from the construction or operation of the development.

Statutory Requirements

- A10. The Applicant shall ensure that all licences, permits, and approvals/consents are obtained as required by law and maintained as required throughout the life of the Development. No condition of this consent removes the obligation for the Applicant to obtain, renew or comply with such licences, permits or approvals/consents.

Inconsistency between Documents

- A11. If there is any inconsistency between the plans and documentation referred to above, the most recent document shall prevail to the extent of the inconsistency. However, conditions of this consent prevail to the extent of any inconsistency.

Lapsing of Approval

A12. This consent lapses five years after the date from which it operates, unless the Stage 1 works have physically commenced on the land to which the consent applies before the date on which the consent would otherwise lapse under Section 95 of the Act.

Dispute Resolution

A13. In the event that a dispute arises between the Applicant, Council or a public authority, in relation to an applicable requirement in this consent or relevant matter relating to the development, either party may refer the matter to the Secretary for resolution. The Secretary's determination of any such dispute shall be final and binding on the parties.

Legal Notices

A14. Any advice or notice to the consent authority shall be served on the Secretary.

SCHEDULE C

CONDITIONS OF CONSENT FOR STAGE 1 - WASTE TRANSFER STATION

PART A ADMINISTRATIVE CONDITIONS

DEVELOPMENT IN ACCORDANCE WITH PLANS AND DOCUMENTS

A1. The Applicant shall carry out the Development in accordance with the:

- a) Staged Development Application (SSD 7075);
- b) EIS;
- c) RTS;
- d) Conditions in Schedule B;
- e) Site and elevation plans as identified in Appendix 1 and 2.
- f) management and mitigation measures as identified in Appendix 3.

A2. If there is any inconsistency between the above documents, the most recent document shall prevail to the extent of the inconsistency. However, the conditions of this consent shall prevail to the extent of any inconsistency.

A3. The Applicant shall comply with any reasonable requirement/s of the Secretary arising from the Department's assessment of:

- a) any reports, plans, strategies, programs or correspondence that are submitted in accordance with this consent; and
- b) the implementation of any actions or measures contained in these reports, plans, strategies, programs or correspondence.

LIMITS OF CONSENT

Waste Limits

A4. The Applicant shall not receive or process on the Site more than 300,000 tonnes of waste per calendar year.

A5. The Applicant must record the amount of waste (in tonnes) received at the Site on a daily basis.

STAGED SUBMISSION OF PLANS OR PROGRAMS

A6. With the approval of the Secretary, the Applicant may:

- a) submit any strategy, plan or program required by this consent on a progressive basis; and/or
- b) combine any strategy, plan or program required by this consent.

A7. If the submission of any strategy, plan or program is to be staged, then the relevant strategy, plan or program shall clearly describe the specific stage to which the strategy, plan or program applies, the relationship of the stage to any future stages and the trigger for updating the strategy, plan or program. A clear relationship between the strategy, plan or program that is to be combined shall be demonstrated.

EVIDENCE OF CONSULTATION

A8. Where consultation with any public authority is required by the conditions of this consent, the Applicant shall:

- a) consult with the relevant public authority prior to submitting the required documentation to the Secretary or the PCA for approval, where required;
- b) submit evidence of this consultation as part of the relevant documentation required by the conditions of this consent; and
- c) include the details of any outstanding issues raised by the relevant public authority and an explanation of disagreement between any public authority and the Applicant or any person acting on this development consent.

METEOROLOGICAL MONITORING

A9. Prior to commencement of operations, the Applicant shall ensure that there is a suitable meteorological station on the Site that complies with the requirements in the latest version of the *Approved Methods for Sampling of Air Pollutants in New South Wales*. The Applicant shall operate the meteorological station, and maintain continuous, auditable records of meteorological data, for the life of the Development.

DEMOLITION

A10. The Applicant shall ensure that all demolition work is carried out in accordance with *Australian Standard AS 2601:2001: The Demolition of Structures*, or its latest version.

BUILDING CODE OF AUSTRALIA

A11. The Applicant shall ensure that all new buildings and structures, and any alterations or additions to existing buildings and structures are constructed in accordance with the relevant requirements of the *Building Code of Australia*.

OPERATION OF PLANT AND EQUIPMENT

A12. The Applicant shall ensure that all plant and equipment used for the Development is:

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

PROTECTION OF PUBLIC INFRASTRUCTURE

A13. The Applicant shall:

- a) repair, or pay the full costs associated with repairing, any public infrastructure that is damaged by the Development; and
- b) relocate, or pay the full costs associated with relocating, any public infrastructure that needs to be relocated as a result of the Development.

PART B ENVIRONMENTAL PERFORMANCE

WASTE MANAGEMENT

- B1. The Applicant shall not cause, permit or allow any materials or waste (as defined by the POEO Act) generated outside the Site to be received at the Site for storage, treatment, processing, reprocessing, or disposal on the Site, except as expressly permitted by an EPL.
- B2. From the commencement of operation, the Applicant shall implement a Waste Monitoring Program for the Development. The program must:
- a) be prepared by a suitably qualified and experienced person(s) prior to the commencement of operation;
 - b) include suitable provision to monitor the:
 - (i) quantity, type and source of waste received on-site; and
 - (ii) quantity, type and quality of the outputs produced on-site.
 - c) ensure that:
 - (i) all waste that is controlled under a tracking system has the appropriate documentation prior to acceptance at the Site; and
 - (ii) staff receive adequate training in order to be able to recognise, handle and report any hazardous or other prohibited waste, including asbestos.

AIR QUALITY

Construction Mitigation

- B3. During construction, the Applicant shall ensure that:
- a) all vehicles on-site do not exceed a speed of 30 kilometres per hour;
 - b) all loaded construction vehicles entering or leaving the Site have their loads covered; and
 - c) all construction vehicles leaving the Site are cleaned of dirt, sand and other materials before they leave the Site, to avoid tracking the materials on public roads.

Dust Management

- B4. The premises shall be maintained in a condition that minimises or prevents the emission of dust from the premises.
- B5. Trucks entering and leaving the premises that are carrying loads must be covered at all times, except during loading and unloading within the Waste Transfer Station.

Odour

- B6. The Applicant shall ensure the Development does not cause or permit the emission of any offensive odour (as defined in the POEO Act).
- B7. The Applicant shall ensure that any waste vehicles parked on the Site do not emit offensive odours.

Air and Odour Emissions Mitigation

- B8. The Applicant shall:
- a) operate the Development so that air and odour emissions are minimised during all meteorological conditions;
 - b) implement best management practice, including all reasonable and feasible air and odour emission mitigation measures to minimise emissions from the Development, including but not limited to an Air Pollution Control System comprising of:
 - (i) a wet scrubber, or an alternative air filtration system, approved by the Secretary, that can achieve an equivalent or better level of odour control to a wet scrubber;
 - (ii) dilution stacks;
 - (iii) fast acting roller doors;
 - (iv) dust suppression through the use of water sprays/misters;
 - c) seal on-site surfaces and regularly maintaining them to prevent dust re-entrainment from vehicle movements and other equipment use; and
 - d) ensure regular maintenance of the air pollution control system.
- B9. Prior to acceptance of any waste at the Waste Transfer Station, the Air Pollution Control System identified in condition B8b) must be installed and operational. The wet scrubber technology or

similar must be sized with an appropriate level of contingency to enable the level of control to be able to be scaled up if necessary.

Odour Management Plan

- B10. Prior to commencement of construction, the Applicant shall prepare an Odour Management Plan to the satisfaction of the Secretary. The Plan must:
- a) be prepared by a suitable qualified and experienced person(s) in consultation with the EPA;
 - b) describe the measures that would be implemented on-site to ensure:
 - (i) all reasonable and feasible measures are employed to minimise odour emissions, including details of the air pollution control device(s) and all other operational odour mitigation measures;
 - (ii) compliance with the relevant conditions of this consent;
 - (iii) contingency measures are deployed to minimise impacts should adverse odour emissions occur or appear likely to occur;
 - c) include an ongoing monitoring program;
 - d) include well defined triggers for the deployment of odour mitigation and contingency measures;
 - e) include a protocol to determine the occurrence of an exceedance of any criteria in the EPL should an exceedance occur; and
 - f) include contingency measures for design or system failure.
- B11. The Applicant shall carry out the Development in accordance with the Odour Management Plan approved by the Secretary (as revised and approved by the Secretary from time to time), unless otherwise agreed by the Secretary.

Odour Audit

- B12. Within 6 months of operation or as otherwise directed by the Secretary, the Applicant shall carry out an Odour Audit of the Development. The timing of the audit shall coincide with the receipt of putrescible waste at the Waste Transfer Station. The audit must:
- a) be carried out by a suitably qualified and experienced expert whose appointment has been endorsed by the Secretary;
 - b) audit the Development whilst it is in full operation;
 - c) include a summary of air and odour emission related complaints and any actions that were carried out to address the complaints;
 - d) validate the Development against the odour predictions in the RTS;
 - e) if, as part of the Odour Audit, or as the result of any other odour monitoring, the odour predictions are demonstrated to be inaccurate, initiate an action plan as per B12 (h).
 - f) if odour complaints are received, the Applicant must review the meteorological data for the Site and the region to establish the likelihood that the source of the odour originated from the Site. If it is likely that the odour originated from the site it must be reported in accordance with condition C6.
 - g) review design and management practices of the Development against industry best practice for air emissions and odour management; and
 - h) include an action plan that identifies and prioritises additional air and odour emission mitigation measures that may be necessary to reduce air and odour emissions.

Note: the aim of the odour audit is to validate the odour predictions in the RTS and therefore the audit should be conducted when large amounts of putrescible waste are present on the Site.

- B13. Within two months of commissioning this audit, the Applicant shall submit a copy of the audit report to the Secretary, the EPA and Penrith City Council, together with its response to any recommendations contained in the audit report.
- B14. The Applicant shall comply with any requirement(s) of the Secretary arising from the Odour Audit.

SOIL AND WATER

Pollution of Waters

B15. The Development shall comply with section 120 of the POEO Act, which prohibits the pollution of waters, except as expressly provided in an EPL.

Stormwater

B16. A stormwater management scheme must be prepared for the development and must be implemented in consultation with the EPA. Implementation of the scheme must mitigate the impacts of stormwater run-off from and within the premises following the completion of construction activities. The scheme should be consistent with the Stormwater Management Plan for the catchment.

Leachate Management System

B17. Prior to operation, the Applicant shall prepare a Leachate Management System for the Site, the system must:

- a) be designed by a suitably qualified and experienced person(s) in consultation with the EPA;
- b) provide a management protocol for leachate (including firewater);
- c) control leachate (including firewater) so that it does not mix with any stormwater on the Site; and
- d) include water quality monitoring to determine the performance of the leachate management system.

B18. The Applicant shall carry out the Development in accordance with the Leachate Management System approved by the Secretary (as revised and approved by the Secretary from time to time), unless otherwise agreed by the Secretary.

B19. Should the Waste Transfer Station no longer be able to utilise the adjacent Landfill Leachate Treatment System, no further waste shall be received at the Site until an alternative strategy for leachate management is provided in accordance with Condition B17. The system shall be designed and installed in consultation with the EPA and subject to the Secretary's approval prior to the facility receiving or processing any further waste.

Erosion and Sediment Control

B20. The Applicant shall implement erosion and sediment control measures on-site in accordance with *Managing Urban Stormwater: Soils and Construction Vol. 1* (Landcom, 2004).

Bunding

B21. The Applicant shall store all chemicals, fuels and oils used on-site in appropriately banded areas in accordance with the requirements of all relevant Australian Standards, and/or the EPA's *Storing and Handling Liquids: Environmental Protection – Participant's Manual 2007*.

Imported Soil

B22. The Applicant shall:

- a) ensure that only VENM, or ENM, or other material approved in writing by the EPA is used as fill on the Site;
- b) keep accurate records of the volume and type of fill to be used; and
- c) make these records available to the Department upon request.

Compliance Certificate

B23. A Section 73 Compliance Certificate under the *Sydney Water Act 1994* must be obtained from Sydney Water prior to the commencement of construction.

Groundwater Interception and Extraction

B24. The Applicant shall obtain any necessary water related approvals from DPI in the event that groundwater is likely to be intercepted or extracted during construction.

CONTAMINATION

- B25. Prior to commencing any excavation works, the Applicant shall prepare a protocol for the management of unexpected contamination finds which details the procedures for testing, classifying, handling, storing and disposing of contaminated water, soils and/or groundwater if encountered in excavations, in particular during excavation of the stormwater detention basin.
- B26. The Applicant shall notify the Department detailing any contamination investigation carried out. This report shall be provided to the Department on completion of construction earthworks.

NOISE AND VIBRATION

Vibration Criteria

- B27. The Applicant shall ensure that vibration resulting from the Development does not exceed the continuous or impulsive vibration criteria in the EPA's *Assessing Vibration: A Technical Guideline* (February 2006) at residential receivers.

Construction and Operation Hours

- B28. The Applicant shall comply with the construction and operation hours in Table 3 unless otherwise agreed to in writing by the Secretary.

Table 3: Hours of Construction and Operation

Activity	Day	Hours
Construction	Monday – Friday	7 am to 6 pm
	Saturday	8 am to 1 pm
	Sunday & Public Holidays	Nil
Operation	24 hours a day, seven days a week	

Noise Mitigation

- B29. The Applicant shall:
- implement best practice, including all reasonable and feasible noise management and mitigation measures to prevent and minimise operational, low frequency and traffic noise generated by the Development;
 - minimise the noise impacts of the Development during adverse meteorological conditions;
 - maintain the effectiveness of any noise suppression equipment on plant at all times and ensure defective plant is not used operationally until fully repaired; and
 - regularly assess noise emissions and relocate, modify and/or stop operations to ensure compliance with the relevant conditions of this consent.

TRAFFIC AND ACCESS

- B30. The Applicant shall ensure that:
- a total of 10 car parking spaces, including one disabled car parking space are provided;
 - trucks shall only be parked in the designated truck park areas as identified in Appendix A;
 - at least one load compliance inspection parking area is provided;
 - Site access, driveways and parking areas are constructed and maintained in accordance with the latest versions of Australian Standards AS 2890.1, AS 2890.2, AS 2890.6 and AS 1428.1;
 - the swept path of the longest vehicle entering and exiting the Site, as well as manoeuvrability through the Site, is in accordance with *AUSTROADS Guide to Road Design*;
 - unless such deliveries are via Erskine Park Road, truck deliveries and pickups are scheduled to avoid busy morning and afternoon peak hours;
 - the egress of B-double waste transportation trucks from the Erskine Park Industrial Estate is confined to Lenore Drive/Erskine Park Link Road;
 - the Development does not result in any vehicles parking or queuing on the public road network;
 - all vehicles are wholly contained on-site before being required to stop;
 - all loading and unloading of heavy vehicles occurs inside the Waste Transfer Station;

- k) the proposed turning areas in the car park are kept clear of any obstacles, including parked cars, at all times; and
- l) all vehicles enter and leave the Site in a forward direction.

FIRE MANAGEMENT

B31. The Applicant shall:

- a) implement suitable measures to minimise the risk of fire on-site including but not limited to the recommendations in the EIS;
- b) extinguish any fires on-site promptly; and
- c) maintain adequate fire-fighting capacity on-site.

VISUAL AMENITY

Building Materials and Landscaping

B32. Prior to the commencement of construction, the Applicant shall prepare a Building and Material Schedule and a Landscape Plan for the development to the satisfaction of the Secretary. The Schedule and Plan must:

- a) be prepared in consultation with Council;
- b) be consistent with the Penrith City Council Development Control Plan 2014;
- c) include a building materials list for the Waste Transfer Station;
- d) provide details on boundary fences which shall generally have a maximum height of 2.1 m and have an "open" nature, e.g. decorative metal and coloured dark grey or black, or complement the adjacent fencing type, other than the southern boundary fence which may be higher than 2.1m and impermeable, as agreed with the adjacent property owner; and
- e) include details on landscaping, in particular how the area allocated for the Resource Recovery Facility will be grassed and stabilised prior to commencement of operation of the Waste Transfer Station to prevent any run-off and erosion.

B33. The Applicant shall carry out the Development in accordance with the approved Building and Material Schedule and Landscape Plan (as revised and approved by the Secretary from time to time), unless otherwise agreed by the Secretary.

Lighting

B34. All external lighting associated with the Development shall be mounted, screened, and directed in such a manner so as not to create a nuisance to the surrounding environment, properties and roadways. The lighting shall be the minimum level of illumination necessary and shall comply with *Australian Standard AS 4282 1997*.

Signage

B35. The Applicant shall install any new signage in consultation with Council and shall comply with the *State Environmental Planning Policy 64 – Advertising and Signage*, as relevant.

Note: This condition does not apply to signage identified as exempt or complying development in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

HERITAGE

B36. The Applicant shall cease all works on-site in the event that any Aboriginal cultural object(s) or human remains are uncovered. If human remains are uncovered, you must immediately stop work, not further disturb the remains and notify NSW Police. OEH and the Aboriginal community must be contacted if the remains are suspected to be of Aboriginal origin. If other Aboriginal objects are discovered, you must immediately stop work, not further disturb the objects and notify OEH by calling Environment Line on 131 555. Works must not resume in the designated area until the relevant written consent is received from NSW Police and/or OEH. Any Aboriginal objects discovered must be registered on the Aboriginal Heritage Management Information System (AHIMS), in accordance with section 89A of the *National Parks and Wildlife Act 1974*.

SECURITY

B37. The Applicant shall:

- a) install and maintain a perimeter fence and security gates on the Site; and
- b) ensure that the security gates on-site are locked whenever the Site is unattended.

PEST, VERMIN & NOXIOUS WEED MANAGEMENT

B38. The Applicant shall:

- a) implement suitable measures to manage pests, vermin and declared noxious weeds on-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 surrounding areas.

PART C ENVIRONMENTAL MANAGEMENT, REPORTING AND AUDITING

ENVIRONMENTAL MANAGEMENT

Construction Environmental Management Plan

- C1. Prior to the commencement of construction of the Development, the Applicant shall prepare a Construction Environmental Management Plan to the satisfaction of the Secretary. The Plan must:
- a) be prepared by a suitably qualified and experienced person(s);
 - b) describe all activities to be undertaken on the Site during construction, including a clear indication of construction stages;
 - c) identify the statutory approvals that apply to the Development;
 - d) outline all environmental management practices and procedures to be followed during construction (e.g. construction traffic management, dust management and construction noise and vibration management), including all reasonable and feasible mitigation measures to protect the amenity of the surrounding environment;
 - e) detail how the environmental performance of construction will be monitored, and what actions will be taken to address identified adverse environmental impacts;
 - f) describe the roles and responsibilities for all relevant employees involved in construction;
 - g) include arrangements for community consultation and complaints handling procedures during construction; and
 - h) consolidate the construction related parts of any management plans and monitoring programs required in the conditions of this consent.
- C2. The Applicant shall carry out the development in accordance with the Construction Environmental Management Plan approved by the Secretary (as revised approved by the Secretary from time to time), unless otherwise agreed by the Secretary.

Operational Environmental Management Plan

- C3. The Applicant shall prepare an Operational Environmental Management Plan for the Development to the satisfaction of the Secretary. This strategy must:
- a) be prepared by a suitably qualified and experienced person(s);
 - b) provide a strategic framework for environmental management of the Development;
 - c) identify the statutory approvals that apply to the Development;
 - d) describe the role, responsibility, authority and accountability of all key personnel involved in the environmental management of the Development;
 - e) describe in detail how the environmental performance of the Development would be monitored and managed; and
 - f) 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; and
 - (v) respond to emergencies.

The Applicant shall carry out the Development in accordance with the Operational Environmental Management Plan approved by the Secretary (as revised approved by the Secretary from time to time), unless otherwise agreed by the Secretary

Management Plan Requirements

- C4. The Applicant shall ensure that the environmental management plans/strategies required under this consent are prepared in accordance with any relevant guidelines and include:
- a) detailed baseline data;
 - b) a description of:
 - (i) the relevant statutory requirements (including any relevant approval, licence or lease conditions);
 - (ii) any relevant limits or performance measures/criteria;

- (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;
 - (iv) the measures that would be implemented to comply with the relevant statutory requirements, limits, or performance measures/criteria;
 - c) a program to monitor and report on the:
 - (i) impacts and environmental performance of the Development;
 - (ii) effectiveness of any management measures;
 - (iii) a contingency plan to manage any unpredicted impacts and their consequences;
 - (iv) a program to investigate and implement ways to improve the environmental performance of the Development over time;
 - d) a protocol for managing and reporting any:
 - (i) incidents;
 - (ii) complaints;
 - (iii) non-compliances with statutory requirements;
 - (iv) exceedances of the impact assessment criteria and/or performance criteria; and
 - (v) a protocol for periodic review of the plan.
- C5. The Secretary may waive some of the requirements in Condition C4 if they are unnecessary or unwarranted for particular management plans/strategies.

REPORTING AND AUDIT

Incident Reporting

- C6. The Applicant shall notify, at the earliest opportunity, the Secretary and any other relevant agencies including the EPA and Penrith City Council of any incident that has caused, or threatens to cause, material harm to the environment or result in offensive odour at sensitive receivers. For any other incident (including complaints) associated with the Development, the Applicant shall notify the Secretary and any other relevant agencies as soon as practicable after the Applicant becomes aware of the incident. Within 7 days of the date of the incident, the Applicant shall provide the Secretary and any relevant agencies with a detailed report on the incident, and such further reports as may be requested.

Regular Reporting

- C7. The Applicant shall provide regular reporting on the environmental performance of the Development on its website, in accordance with the reporting arrangements in any plans or programs approved under the conditions of this consent.

Independent Environmental Audit

- C8. Within 1 year of the date of this consent, and every 3 years thereafter, unless the Secretary directs otherwise, the Applicant shall commission and pay the full cost of an Independent Environmental Audit of the Development. This audit must:
- a) be conducted by a suitably qualified, experienced and independent team of experts whose appointment has been endorsed by the Secretary;
 - b) led by a suitably qualified auditor, and include experts in fields specified by the Secretary;
 - c) include consultation with the relevant agencies;
 - d) assess the environmental performance of the Development and assess whether it is complying with the requirements in this consent, and any other relevant approvals and relevant EPL/s (including any assessment, plan or program required under the approvals);
 - e) review the adequacy of any approved strategy, plan or program required under the abovementioned consents; and
 - f) recommend measures or actions to improve the environmental performance of the Development, and/or any strategy, plan or program required under the consents.
- C9. Within three months of commissioning this audit, or as otherwise agreed by the Secretary, the Applicant shall submit a copy of the audit report to the Secretary, together with its response to any recommendations contained in the audit report.

Annual Review

- C10. Within 1 year of the date of this consent, and every year thereafter, the Applicant shall review the environmental performance of the Development. This review must:

- a) describe the activities associated with the Development that were carried out in the previous calendar year, and the activities proposed to be carried out over the next year;
- b) include a comprehensive review of the monitoring results and complaints records of the Development over the previous calendar year, which includes a comparison of the results against the:
 - (i) the relevant statutory requirements, limits or performance measures/criteria;
 - (ii) requirements of any plan or program required under this consent;
 - (iii) the monitoring results of previous years; and
 - (iv) the relevant predictions in the EIS;
- c) identify any non-compliance over the previous year, and describe what actions were (or are being) taken to ensure compliance in the upcoming year;
- d) identify any trends in the monitoring data over the life of the Development;
- e) identify any discrepancies between the predicted and actual impacts of the Development, and analyse the potential cause of any significant discrepancies; and
- f) describe what measures will be implemented over the next year to improve the environmental performance of the Development.

Revision of Strategies, Plans and Programs

C11. Within 3 months of the submission of an:

- a) annual review under Condition C10 above;
- b) incident report under Condition C6 above;
- c) audit under Condition C8 above; or
- d) any modification to this consent,

the Applicant shall review, and if necessary revise, the strategies, plans, and programs required under this consent.

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

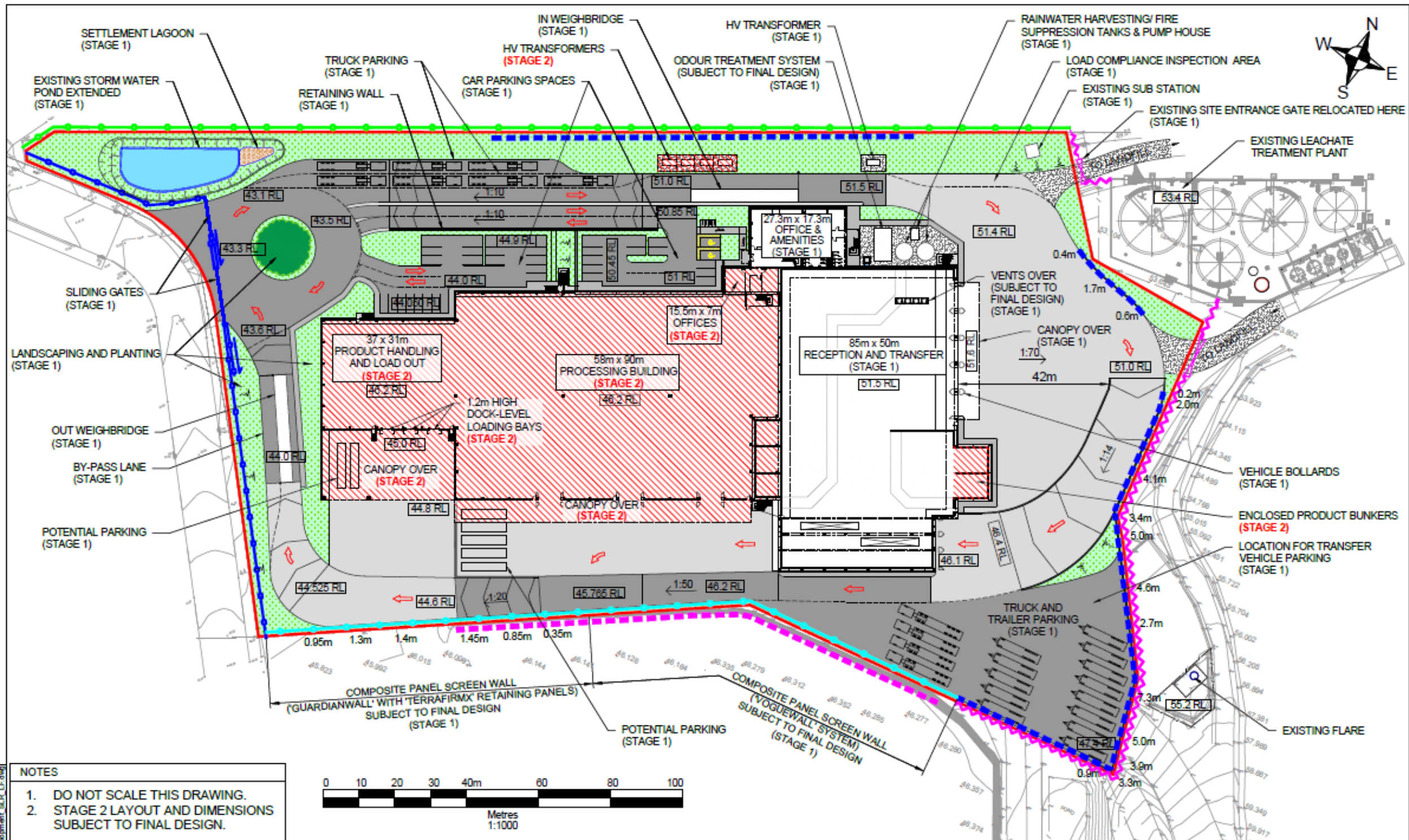
C12. The Applicant shall ensure that the operation of the Development is undertaken in accordance with all relevant updated and/or amended strategies, management plans and programs approved by the Secretary (or as revised and approved by the Secretary), unless otherwise agreed by the Secretary.

Access to Information

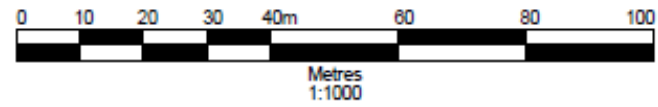
C13. The Applicant shall:

- a) make copies of the following publicly available on its website:
 - (i) the documents referred to in Condition A1;
 - (ii) all current statutory approvals for the Development;
 - (iii) all approved strategies, plans and programs required under the conditions of this consent;
 - (iv) 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;
 - (v) a complaints register, updated on a monthly basis;
 - (vi) the annual reviews of the Development;
 - (vii) any independent environmental audit of the Development, and the Applicant's response to the recommendations in any audit;
 - (viii) any other matter required by the Secretary; and
- b) keep this information up to date.

APPENDIX 1 – SITE LAYOUT PLAN – CONCEPT PROPOSAL WASTE AND RESOURCE MANAGEMENT FACILITY



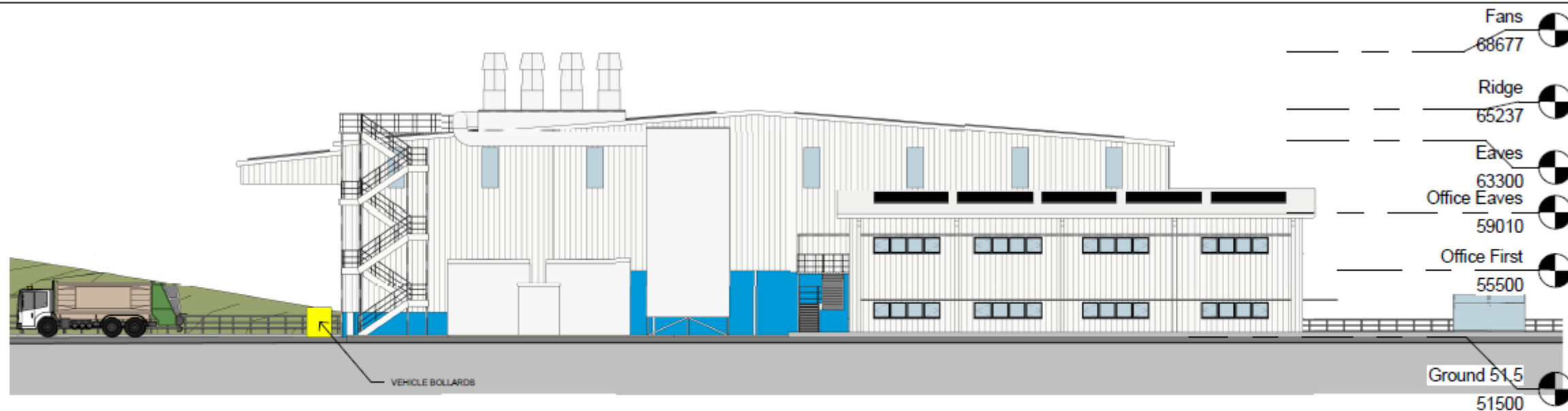
- NOTES**
- DO NOT SCALE THIS DRAWING.
 - STAGE 2 LAYOUT AND DIMENSIONS SUBJECT TO FINAL DESIGN.



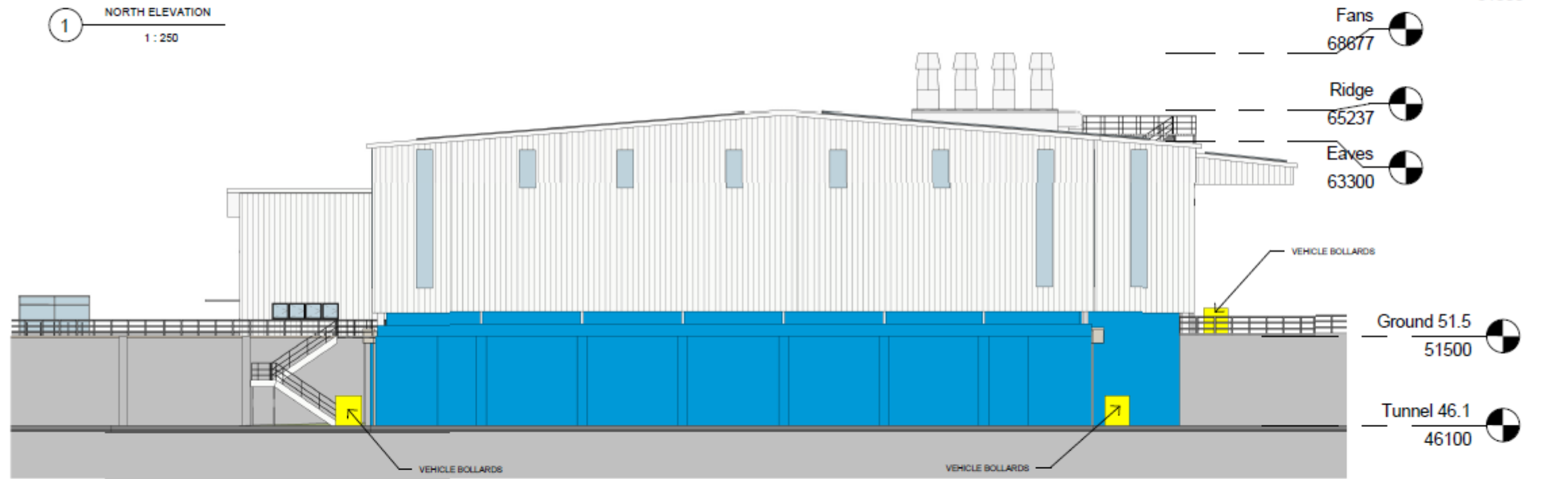
LEGEND			
	DEVELOPMENT BOUNDARY		GRAVEL HARDSTANDING
	ASPHALT HARDSTANDING		LANDSCAPED AREAS
	CONCRETE HARDSTANDING		TRAFFIC DIRECTION
	EXISTING FENCELINE		2.4m HIGH NEW COMPOSITE PANEL SCREEN WALL
	1.8m HIGH NEW BLACK PALISADE FENCE		EXISTING RETAINING WALL REMOVED
	CHAIN LINK FENCE WITH GATE		RETAINING WALL HEIGHT AS INDICATED

0	DH	JR	19.07.16	DEVELOPMENT CONSENT	Client CLEANAWAY WASTE MANAGEMENT LTD.
Revision	Drawn By	Chkd By	Date	Comments	Project ERSKINE PARK RMF, STAGE 2
<p>2 LINCOLN STREET LANE COVE NEW SOUTH WALES 2096 AUSTRALIA T: 61 2 9427 8100 F: 61 2 9427 8200 www.slrconsulting.com</p>					Drawing SITE LAYOUT - CONCEPT PLAN FULL SITE DEVELOPMENT
					Date JULY 2016
					Scale 1:1000 @ A3
					DEVELOPMENT CONSENT

APPENDIX 2 – ELEVATION PLANS - WASTE TRANSFER STATION



1 NORTH ELEVATION
1 : 250



2 SOUTH ELEVATION
1 : 250

NOTES:

Cladding:
External sheet, walls: 0.42BMT Colourbond Trimdeck vertical trapezoidal metal sheeting, incorporating flush louvres and steel doors as required to match adjacent cladding.
External sheet, Roof: As wall construction incorporating 50mm insulation (perforated aricon foil backed fibreglass or equivalent) & safety wire mesh, & incorporate roof lights & PV panels.
External sheet: Cladding to roof & walls with integral translucent strip windows & louvres, to be finished from the Colorbond Colour Range or similar approved.
Doors: Steel & Glazed doors, metal louvres & chimney to be finished Polyester powder coating to the same RAL colours as adjacent cladding.

Cladding to offices/welfare:
 To be insulated built up system, cladding profile & colour to match as rest of building.

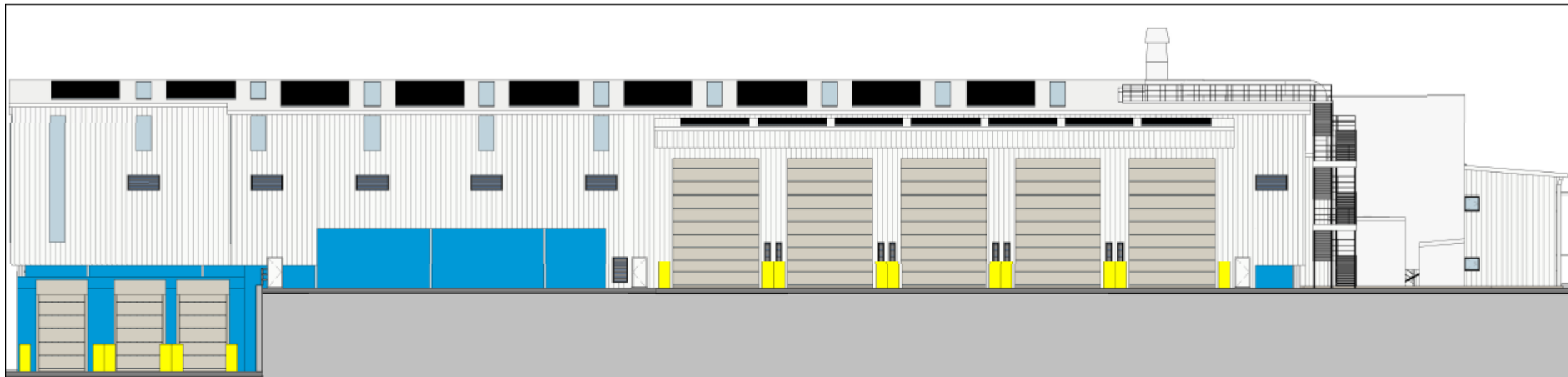
Windows:
 Polyester powder coated double glazed windows with 50% opening lights, utilizing "solarglass" to avoid solar gain, & projecting solar shading to North & East elevations.

Finishes Key:
 1 - Wall cladding to be Colorbond "Surfmist" colour.
 2 - Window frames, door frames & Roller Shutter Doors - highlight colour to be Colorbond "Surfmist".
 3 - Fascia gutters, downpipes, fuc & roof to be Colourbond "Surfmist" colour.
 4 - Below cladding to be fair faced concrete finish painted Dulux "Cleanaway Blue".

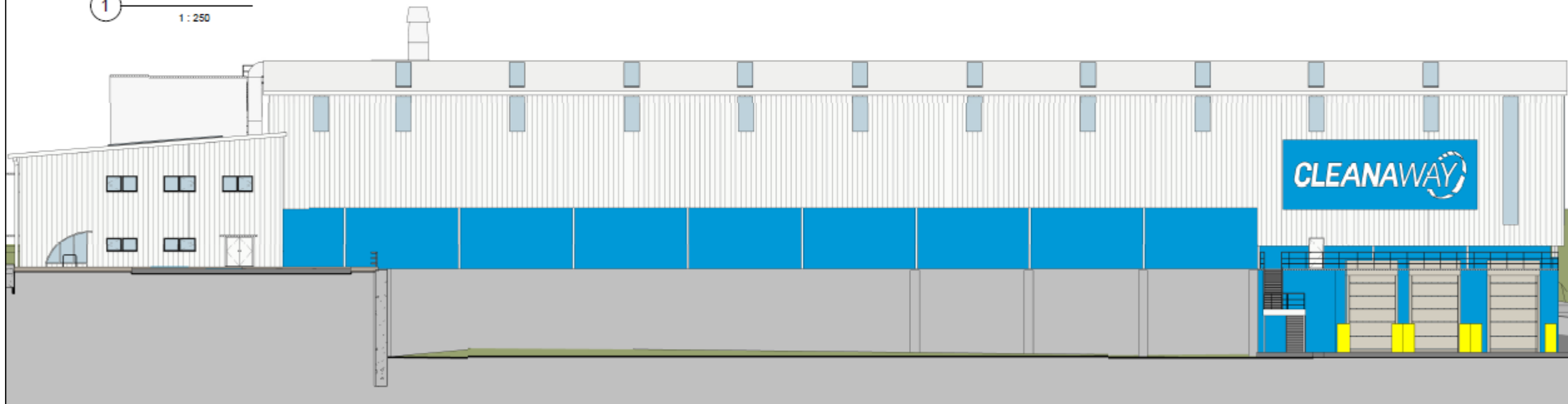
Roof Maintenance:
 Roof to be fitted with suitable fall-arrest cable system with access walkways, or similar approved, for safe access to maintain, clean & inspect the roof, rooflights PV panels & gutters.
 Fall-arrest system to comply with all current legislation, and be installed such that the roof does not leak.
 Access to be by trained personnel, with equipment stored within the office building.

0	PS	LN	19.07.16	DEVELOPMENT CONSENT
Revision	Drawn By	Chkd By	Date	Comments



Client CLEANAWAY WASTE MANAGEMENT LTD.		
Project ERSKINE PARK RMF STAGE 1 - WASTE TRANSFER STATION		
Drawing NORTH & SOUTH ELEVATIONS		
Date JULY 2016	Drawing Number 023	Revision 0
Scale 1 : 250 @ A3		
DEVELOPMENT CONSENT		



1 EAST ELEVATION
1 : 250



2 WEST ELEVATION
1 : 250

NOTES:		0 PS LN 19.07.16 DEVELOPMENT CONSENT		Client CLEANAWAY WASTE MANAGEMENT LTD.			
<p>Cladding: External sheet, walls: 0.42BMT Colourbond Trimdeck vertical trapezoidal metal sheeting, incorporating flush louvres and steel doors as required to match adjacent cladding.</p> <p>External sheet, Roof: As well construction incorporating 50mm insulation (perforated anticon foil backed fibreglass or equivalent) & safety wire mesh, & incorporate roof lights & PV panels.</p> <p>External sheet: Cladding to roof & walls with integral translucent strip windows & louvres, to be finished from the Colourbond Colour Range or similar approved.</p> <p>Doors: Steel & Glazed doors, metal louvres & chimney to be finished Polyester powder coating to the same RAL colours as adjacent cladding.</p>		<p>Cladding to offices/welfare: To be insulated built up system, cladding profile & colour to match as rest of building.</p> <p>Windows: Polyester powder coated double glazed windows with 50% opening lights, utilising "solarglass" to avoid solar gain, & projecting solar shading to North & East elevations.</p> <p>Finishes Key: 1 -Wall cladding to be Colourbond "Surfmist" colour. 2 - Window frames, door frames & Roller Shutter Doors - highlight colour to be Colourbond "Surfmist". 3 - Fascia gutters, downpipes, fusc & roof to be Colourbond "Surfmist" colour. 4 - Below cladding to be fair faced concrete finish painted Dulux "Cleanaway Blue".</p>		<p>Roof Maintenance: Roof to be fitted with suitable fall-arrest cable system with access walkways, or similar approved, for safe access to maintain, clean & inspect the roof, rooflights PV panels & guttering.</p> <p>Fall-arrest system to comply with all current legislation, and be installed such that the roof does not leak.</p> <p>Access to be by trained personnel, with equipment stored within the office building.</p>		<p>Revision Drawn By Chkd By Date Comments</p> <p>0 PS LN 19.07.16 DEVELOPMENT CONSENT</p>	
				 <p>2 LINCOLN STREET LANE COVE NEW SOUTH WALES 2086 AUSTRALIA T: 61 2 9427 8100 F: 61 2 9427 4500 www.slrcorp.com.au</p>			
				<p>Project ERSKINE PARK RMF STAGE 1 - WASTE TRANSFER STATION</p> <p>Drawing EAST & WEST ELEVATIONS</p>			
		<p>Date JULY 2016</p> <p>Scale 1 : 250 @ A3</p>		<p>Drawing Number 024</p> <p>Revision 0</p>			
				<p>DEVELOPMENT CONSENT</p>			

APPENDIX 3 – MANAGEMENT AND MITIGATION MEASURES

Cleanaway commits to the implementation of the operational mitigation measures, monitoring activities and management strategies outlined in **Section 7** of the EIS for all activities associated with the Development (SSD 7075). The table below presents the key commitments proposed in this EIS, in order to effectively mitigate and/or manage the potential environmental and socio-economic impacts of the Development. Additional commitments identified in the Response to Submissions are also included (highlighted in italics).

Statement of Commitments

Aspect/Commitment	Section
General	
A Construction Environmental Management Plan (CEMP) will be prepared for the Development, with sub-plans for specific environmental risk areas, including but not limited to noise, dust and traffic issues.	Section 7.11.5
A site-specific Operational Environmental Management Plan (OEMP) will be developed and submitted to DP&E for approval. The OEMP will ensure that the commitments made within the EIS, along with the conditions imposed by the development consent and EPL, are fully implemented and complied with. The OEMP will establish the framework for managing and mitigating the potential environmental impacts of the Development over the life of the operation.	Section 7.11.5
Air Quality and Odour	
A program of construction air quality monitoring will be implemented.	Section 7.1.5
An air pollution control system will be implemented to provide multiple levels of control and an integrated solution for emission control. The system will include: <ul style="list-style-type: none"> • Containment: containment of dust and odour within the building using fast acting doors and an air extraction system; • Internal air management: the installation of a dust suppression system to control internal dust concentrations; • Air pollution control: the operation of a wet scrubber, required to achieve the ‘design standard’ with the plant operating at full capacity in the ‘normal operations’ scenario, or during the ‘emergency operations’ scenario; and • Emission control: the use of dilution fans to maximise the dispersion and dilution of the extracted, and scrubbed, air. 	Section 7.1.5
Within the first 12 months of operations, monitoring of odour will be undertaken to perform efficiency trials on the scrubber system to demonstrate optimal performance. Cleanaway will also undertake follow-up monitoring during the operational lifetime of the WTS, on a basis to be agreed with the relevant authorities.	Section 7.1.5
Noise and Vibration	
Other than the noise mitigation achieved by the enclosed nature of the building design, no additional noise mitigation measures are warranted.	n/a

Aspect/Commitment	Section
<i>Cleanaway owned vehicles operating on the site will be fitted with the High and Low Buzzer system, designed to minimise noise associated with reversing alarms in accordance with the Australian Vehicle Standard (Australian Design Rule 42/04) and Heavy Vehicle National Law Act 2012.</i>	RTS ¹ Section 3.4
<i>All mobile plant operation will occur inside the WTS building and will be fitted with low frequency white noise reversing alarms.</i>	RTS Section 3.4
Traffic and Transport	
The Construction Traffic Management Plan will be updated in response to pre-construction approvals required as part of the Conditions of Approval. This will be implemented for the duration of construction activities.	Section 7.3.5
Cleanaway will schedule its delivery and transfer trucks to avoid the busy morning and afternoon peak hours.	Section 7.3.5
Transfer trucks departing the site will use the Erskine Park Link Road connection to the M7 rather than the Mamre Road or Erskine Park Road routes to the M4.	Section 7.3.5
<i>Designated pedestrian access will be provided from Quarry Road to the offices.</i>	RTS Section 3.4
<i>Any existing unnecessary property access will be removed, the kerb reinstated to suit the existing kerb, and the verge area reinstated with grass seeded topsoil or turf, which will be addressed in further designed stages.</i>	RTS Section 3.4
Visual Amenity	
Lighting will be designed and installed in accordance with AS 4282-1997 to avoid obtrusive effects to surrounding residents.	Section 7.4.5
Disturbed areas will be rehabilitated on completion of construction.	Section 7.4.5
Mature trees will be fenced and protected for the duration of construction.	Section 7.4.5
Landscape works will be implemented as part of the Development.	Section 7.4.5
<i>Further detail on the architectural treatment of the facility will be provided as the detailed design progresses.</i>	RTS Section 3.4
<i>Black palisade fencing located behind landscaping fronting on to Quarry Road will be provided.</i>	RTS Section 3.4
<i>Upon completion of the WTS, the undeveloped RRF area will be grassed until such time as construction can commence on the second stage.</i>	RTS Section 3.4
Indigenous Heritage	
Should any Aboriginal artefact be uncovered during construction or operation all works will cease in that locale and the OEH will be notified. Works will only recommence when an appropriate and approved management strategy has been agreed to by all of the relevant stakeholders.	Section 7.5.3
Soils and Geology	
Cut and fill slopes will be battered or retained for stability and to reduce the risk of erosion.	Section 7.6.4

¹ RTS - Response to Submissions

Aspect/Commitment	Section
An Erosion and Sediment Control Plan (ESCP) will be prepared as part of the CEMP setting out detailed measures for the management of erosion and sediment.	Section 7.6.4
A program of groundwater monitoring would be undertaken, building on the ongoing groundwater monitoring program undertaken for the landfill.	Section 7.6.4
In the event that unexpected contaminated material is encountered during construction excavations: <ul style="list-style-type: none"> • An environmental management plan will be developed and implemented; and • A suitably qualified environmental consultant will be consulted to assess any unexpected conditions or subsurface facilities discovered during the proposed earthworks. 	Section 7.6.4
In the event that salinity is identified during construction the following measures will be considered: <ul style="list-style-type: none"> • minimisation of exposure of saline and sodic soils in temporary faces or stockpiles during site preparation works; and • the collection and controlled discharge of stormwater from hard surfaces such that the potential for localised ponding or waterlogging is minimised. 	Section 7.6.4
Surface Water	
An Erosion and Sediment Control Plan (ESCP) will be prepared as part of the CEMP setting out detailed measures for the management of erosion and sediment.	Section 7.7.5
Storage of hazardous materials during construction such as oils, chemicals and refuelling activities will occur in bunded areas.	Section 7.7.5
Water quality monitoring of water within the sediment basins will be carried out during the construction phase in accordance with the CEMP.	Section 7.7.5
A minimum of 740 m ³ of OSD will be provided within an underground tank and above ground storage within the detention basin.	Section 7.7.5
Rainwater harvesting tanks will be implemented, which will provide a minimum of 56 KL of water storage for supplying greywater for toilet flushing in the buildings.	Section 7.7.5
Cleanaway will develop a detailed maintenance and operations plan for the entire stormwater system in accordance with Penrith Councils WSUD Policy (PCC, 2013) and will be included within the OEMP.	Section 7.7.5
Flora and Fauna	
Given the highly disturbed and artificial nature of the subject site at Erskine Park, there is no requirement for the implementation of any species specific impact amelioration or environment management measures with respect to threatened or other native biota.	n/a
Greenhouse Gas	
The building will be designed to comply with all National Construction Code and Council requirements and a Section J Energy Efficiency Assessment will be performed prior to construction.	Section 7.9.4
The following points would be considered to reduce the emissions caused from on-site electricity usage:	Section 7.9.4

Aspect/Commitment	Section
<ul style="list-style-type: none"> • A percentage of electricity could be generated on-site through the use of photovoltaic cells, for example; • Use of light sensors minimise lighting related electricity usage; and • Where possible, high efficiency lighting should be used. 	
<p>The following points should be considered to reduce the overall energy use from vehicles and stationary equipment:</p> <ul style="list-style-type: none"> • Variable frequency drive motor controls will be used on stationary equipment to minimise electricity consumption; • Waste transfer vehicles should leave the site with full loads to reduce the number of traffic movements required; • Waste transfer vehicle configuration should be designed to maximise waste transport efficiency; • All vehicles/plant and machinery should be turned off when not in use and regularly serviced to ensure efficient operation; and • Truck routes and loading capacity should be designed and optimised to reduce the distance and effort required by the vehicles. 	Section 7.9.4
Hazard and Risk	
<p>The SEPP 33 screenings for storage and transportation of dangerous goods indicates that the development is below the SEPP thresholds and therefore is not considered a hazardous or offensive development in accordance with the guidelines. As such a Preliminary Hazard Assessment is not required.</p>	n/a
Socio-Economic	
<p>A Community Information Strategy will be implemented throughout construction.</p>	Section 7.11.5
Waste Management	
<p>All received waste will be transported off-site to an appropriately licensed waste management facility in accordance with relevant waste management regulations.</p>	Section 6.12
<p>A Construction Waste Management Plan will be prepared setting out specific measures for the management of waste during the construction period.</p>	Section 7.12.4
<p>An operation WMP will be implemented throughout the life of the operation and will be updated on a regular basis (e.g. annually) to ensure the Plan remains applicable.</p>	Section 7.12.4

Appendix B – Qualifications

KIRSTEN LAWRENCE

Principal

QUALIFICATIONS

B.E. (Chemical and Materials) (Hons) Auckland University, 1992

MEMBERSHIP

Member of the Clean Air Society of Australia and New Zealand (CASANZ)

BACKGROUND

Kirsten is a process engineer with over twenty years' experience as an environmental consultant. During this time she has worked for a wide range of clients, including industry and government, in both Australia and New Zealand. Her particular expertise is in the assessment of the environmental effects of air discharges, emission inventories, atmospheric dispersion modelling and air monitoring. She also has experience in occupational exposure monitoring, hazard identification, and health and safety management.

Kirsten has been responsible for managing large-scale environmental projects for blue-chip clients. She has completed major projects for CSG developments, power stations, oil refineries, coal and metalliferous mines, chemical manufacturing plants and aluminium smelters. She is experienced in the use of air dispersion models and has assessed air quality impacts from emissions of particulate matter, criteria pollutants, air toxics and odour. She is also experienced in the compilation of greenhouse gas emission inventories, and preparation of greenhouse gas assessments.

In addition to her technical skills and her in-depth understanding of environmental policies, Kirsten is also highly regarded for her project management and communication skills and is experienced in giving presentations to stakeholders, including both regulatory authorities and local community members.

SPECIAL EXPERTISE

- Project management
- Air quality impact assessments
- Environmental management plans and environmental impact assessments
- Stack emissions monitoring
- Ambient air quality monitoring
- Air dispersion modelling
- Emissions estimation
- Greenhouse gas inventories
- Occupational exposure monitoring
- Hazard identification

SELECTED PROJECT EXPERIENCE

CSG Air Quality Impact Assessments. Recently Kirsten has been involved in the assessment of air quality impacts associated with a number of coal seam gas developments, including:

- Fairview Airshed Modelling Study: for an EA Amendment Application – Santos
- Tipton CGPF Modelling Study: for an EA Amendment Application – Arrow Energy
- Air Quality Impact Assessment: GLNG LNG Facility (Curtis Island): for an EA Amendment – Santos
- Air Quality Impact Assessment: GLNG LNG Facility (Curtis Island) construction generators – Santos
- Air Quality Impact Assessment: Central Project Area Airshed Modelling Study – QGC
- Air Dispersion Modelling Study: Construction generators, Kenya Hub – QGC
- Air Quality Impact Assessment: Fairview 4 and 5 compressor stations – Santos
- Air Quality Impact Assessment: Pipeline marine crossing – Santos

Kirsten has been the Project Manager for the vast majority of these projects. In the case of the F-Type Leak Detection Study she developed a practical and cost-effective methodology to meet the objectives of the project which has enabled the work to proceed. In both the QGC and Arrow Energy fugitive emissions projects (which range in values from \$150,000 - \$190,000), Kirsten has performed detailed reviews of National Greenhouse Emissions Reporting (NGER) emission estimation techniques and has managed extensive source emission monitoring programs at wellheads and compressor stations to provide data for use in the studies.

In addition to these assessments, Kirsten prepared a series of Air Quality Management Plans for pipeline construction activities being performed by Saipem.

Fugitive Emission Studies for Upstream CSG Developments. Kirsten has been the Project Manager and lead consultant on two large fugitive emission studies for upstream CSG developments:

- QGC – Central Project Area Fugitive Emissions Study
- Arrow Energy – Upstream Coal Seam Gas Fugitive Emissions Study

Both of these studies involved in depth literature reviews of current emission estimation techniques specified in the NGER Measurement Determination, including researching the basis of all relevant emission factors and their applicability to the Australian CSG industry.

Emission surveys were also performed to identify and quantify methane emission leak rates of a range of fugitive emission sources. Facilities surveyed included wellheads, high point vents on the water gathering lines, compressor stations, processing plants and sales connection stations.

A detailed analysis of the measured emission data was performed to derive project-specific emission factors for each study which were then compared to the NGER emission factors as well as the results of other recent sampling programs performed in Australia and overseas.

Protocol Development for an F-Type Leak Detection Survey - QGC: Kirsten developed a methodology for demonstrating the sensitivity of an above ground methane survey to detect leaks in underground CSG transmission pipelines. This study involved field trials to demonstrate that the methane analyser used in the surveys could consistently and robustly detect a methane emission rate of 0.5 L/min, released 2 m underground, which is equivalent to the maximum Allowable Fluid Variation Limit specified for the certification of underground pipelines in T1 designated areas.

Plume Safety Assessment for the Kenya CPP Flare – QGC: Kirsten performed a screening assessment for all air emission points in the QGC Central Project Area, for both normal operations and upset operating conditions, to compile data required by the Civil Aviation Safety Authority to assess potential hazards to aircraft. In response to a request for further information from CASA, Kirsten subsequently project managed a detailed plume safety assessment for the Kenya CPP flare.

Fairview Baseline Air Quality Monitoring Program: NO_x and VOC monitoring – Santos: Kirsten is currently project managing an ambient air quality monitoring program consisting of NO_x, CO and VOC monitoring at two sites; one in Roma and the other in Fairview. The data will be used in future air quality impact assessments for CSG field developments in these regions.

Stack Emission Testing Programs – Santos: Kirsten has project managed a number of stack testing programs for Santos, including testing of the GLNG LNG Facility (Curtis Island) construction generators and testing of compressors at the Scotia compressor station.

VOC Emissions from the Use of Consumer Aerosol and Solvent Products. Kirsten was the Project Manager and lead consultant for a detailed study of emissions of volatile organic compounds from the use of consumer aerosol and solvent products in Australia for the NSW DECCW. This project included the preparation of state and national emission inventories for speciated organic compounds from the use of 245 different consumer product types including hairsprays, glass cleaners, insect sprays and aerosol paints. The study included a survey of Australian manufacturers to collect formulation and production data, consultation with relevant industry bodies, a review of overseas regulations limiting the VOC content of these products and assessment of possible policy options for Australia.

Callide Power Station, Biloela. Performed an independent review of stack and ambient monitoring programs for the Callide Power Station. This included auditing the in-stack monitoring equipment against Australian Standard requirements, reviewing quality control and reporting procedures, interviewing staff and reviewing external stack testing reports

Orica, Botany NSW. Kirsten was responsible for a number of air quality impact assessments for Orica's Botany site in Sydney. This included the Groundwater Treatment Plant and the HCB Waste Repackaging Facility. She was also heavily involved in the assessments performed for the HCB Waste Destruction Facility and the Car Park Waste Encapsulation Remediation Project.

Frieda River Project (PNG). Kirsten project managed an air quality and greenhouse gas impact assessment for a proposed copper-gold mine in a remote area of PNG. The proposed development includes an open cut mine, a hydro-electric power scheme, concentrator, mine waste facilities, river port, barging operations and an off-shore concentrate export facility. The air quality impacts of all these proposed activities were assessed against local and international guidelines, based on the results of atmospheric dispersion modelling studies using TAPM and CALPUFF.

Ammonium Nitrate Plant – Burrup. Project manager for an air quality modelling study investigating off-site air quality impacts as well as on-site occupational exposures during emergency release events for a new ammonium nitrate plant being constructed in Western Australia. This work included sub-hourly modeling studies to simulate the impacts of short-term release events and impacts were assessed based on compliance with occupational exposure criteria as well as ambient air quality criteria set for the wider population.

KIRSTEN LAWRENCE

Principal

Area C Mine Long-Term Accommodation Strategy. Kirsten led a study into the potential for health impacts for mine workers due to particulate emissions from the Area C Mine at one of the mine's accommodation camps. This study was commissioned as part of the development of a long-term accommodation strategy for the mine. A range of mitigation measures to reduce impacts at the camp were explored in detail using atmospheric dispersion modeling techniques.

Caltex Kurnell Oil Refinery. Kirsten has been responsible for a number of air impact and air dispersion modelling studies for the Caltex Refinery in Kurnell, Sydney. This included project managing detailed modelling studies to investigate potential SO₂ mitigation options, H₂S and NO_x air impact assessments, odour incident investigations, and modelling studies to assess the impact of emissions of particulate matter and hazardous substances. Prior to this, Kirsten prepared air quality impact assessments for the Clean Fuels Project and the Flare Replacement Project, including aviation safety assessments in accordance with CASA requirements.

New Chum Landfill MCU Application. Prepared an air quality impact assessment for the proposed Material Change of Use Application to accept putrescible waste at the New Chum landfill. This study included emission estimation and modeling of particulate and odour emissions for both the landfilling operations and a proposed Alternative Waste Treatment facility.

Huntsman Ethylene Oxide and Propylene Oxide Modelling Study. Kirsten has undertaken a number of modeling studies to address the requirements of a Pollution Reduction Program to quantify the impacts of existing EO and PO emissions from the Huntsman site in the Botany Industrial Park, Sydney. She prepared an air quality assessment report which was submitted as part of the development application for a new scrubbing system to treat the emissions.

SEQWater Emergency Release Modelling from Chlorine and Ammonia Storage Tanks. Kirsten performed emergency release assessments for four Water Treatment Plants examining the potential impact zones of uncontrolled releases of ammonia and chlorine. This study included the estimation of emission rates for a number of accidental release scenarios and modeling of the downwind dispersion of the plume under a range of meteorological conditions using the dense-gas model SLAB. Following on from this project, Kirsten performed a similar chlorine release modeling study for a new Water Treatment Plant in southeast Queensland.

National Air Emission Inventory for Non-Road Sources. Project manager and lead consultant for a national emission inventory covering non-road sources in Australia. The sources included in this study included lawn and garden equipment, agricultural equipment, commercial and recreational marine equipment, industrial equipment and rail service equipment (among others). The results of the inventory were used to evaluate policy options for the management of these emissions.

Water Treatment Plant Hazard Audit. Kirsten assisted in a hazard identification audit for a large water treatment plant, including identification of potential mitigation options for identified hazards. She was also involved in the development of an Emergency Response Plan for the site.

QUALIFICATIONS

Bachelor of Environmental Science, University of Newcastle, Newcastle (NSW), 2008

Graduate Certificate of Environmental Management, University of Newcastle, Newcastle (NSW), 2014

BACKGROUND

Adam Williams is an Associate Environmental Scientist in the SLR Environmental Management Planning and Approvals (EMPA) team and has over eight years of experience in environmental consulting and operational roles. Adam has significant experience in project management, environmental impact assessment, development applications, environmental management planning, environmental reporting, environmental risk assessment, environmental auditing, stakeholder engagement and contractor management. Project experience includes open cut and underground mining, intensive livestock and infrastructure.

Adam completed his Bachelor of Environmental Science at the University of Newcastle and is currently completing his Masters in Environmental Management.

SPECIAL EXPERTISE

- Project Management
- Environmental Impact Assessment and Development Consents
- Government/Stakeholder/Community Consultation
- Contractor and Sub-Consultant Management
- Environmental Reporting
- Environmental Management Planning
- Subsidence Management Approvals
- Mine Closure Planning and Rehabilitation Liability Assessment
- Environmental and Regulatory Licensing
- Risk assessment (environmental, geological, SMP and life of mine (LOM) assessments)

SELECTED PROJECT EXPERIENCE

Angus Place Colliery

- Longwalls 1001 – 1003 Extraction Plan (on hold)
- Longwalls 900W and 910 Integrated SMP/Extraction Plan
- April 2016 to March 2023 Care and Maintenance MOP
- Detailed Rehabilitation Cost Estimate Review
- Conceptual Mine Closure Strategy
- Annual Environmental Management Report (2014)
- Longwall 980 SMP Variations
- July 2013 to May 2015 MOP
- Ventilation Facility Rehabilitation Management Plan
- Construction Environmental Management Plan
- Environmental Management Strategy
- Springvale Colliery
- Longwalls 411 – 418 Environmental Monitoring Program
- Longwall 419 Environmental Monitoring Program
- Longwall 419 Biodiversity Management Plan
- Longwall 419 Master TARP
- November 2015 to October 2022 MOP (SSD-5602)
- Detailed Rehabilitation Cost Estimate Review
- Exploration and Minor Surface Infrastructure Management Plan
- Environmental Management Strategy
- Springvale Rehabilitation Monitoring Program

Bulga Underground

- Blakefield North Gas Drainage Management Plan
- 2015 to 2021 MOP
- Exploration Borehole Review of Environmental Factors
- Blakefield South Longwalls 7, 8 and 9 SMP Application
- Site Secondment

Bulga Open Cut

- December 2014 to December 2021 MOP (SSD-4960)
- November 2013 to December 2015 MOP

Bulga Coal

- Annual Environmental Management Reports (2010 to 2015)
- Conceptual Mine Closure Plan
- Rehabilitation Cost Estimate Reviews

Charbon Colliery

- Eastern SMP Application
- 802A SMP Variation
- Implementation of Project Approval 08_0211 including the preparation of management plans, project management of all sub-consultants, stakeholder consultation and project delivery

Centennial Coal

- • Mandalong Exploration Activities Management Plan
- • Blue Mountains Colliery Closure MOP
- • Ivanhoe Colliery Closure MOP

Scolexia

- The Ranch Farm 1 – Environmental Impact Statement for a new designated development for a large-scale poultry production farm to accommodate up to 400,000 birds
- The Ranch Farm 2 – Environmental Impact Statement for a new designated development for a large-scale poultry production farm to accommodate up to 400,000 birds
- The Ranch Farm 3 – Environmental Impact Statement for a new designated development for a large-scale poultry production farm to accommodate up to 400,000 birds
- The Ranch Farm 4 – Environmental Impact Statement for a new designated development for a large-scale poultry production farm to accommodate up to 800,000 birds
- The Ranch Farm 5 – Environmental Impact Statement for a new designated development for a large-scale poultry production farm to accommodate up to 800,000 birds

ProTen

Rushes Creek Poultry Production Complex – Environmental Impact Statement for a new State significant development for a large-scale poultry production Farm to accommodate up to 3,164,000 birds (in progress)

Mine Closure

Tracey has experience in the preparation of mine closure plans and cost estimates for new and existing mine developments. These include:

- Glencore Coal Integra Mine – Rehabilitation Cost Estimate for the underground mine and associated surface facilities, located in the Hunter Coalfields of the Sydney Basin in NSW.
- Rio Tinto Silvergrass Project - Final Landform Review for the proposed iron ore mine situated in the Pilbara. The review considered the impacts of waterway diversions on protected vegetation communities.
- Xstrata Nickel Cosmos Project – Mine Closure Plan for the open cut operation mining the Odysseus nickel deposit in Western Australia.
- Rio Tinto Western Turner Syncline Stage 2 Project - Mine Closure Plan for the proposed iron ore project in Western Australia's Pilbara Region.
- Rio Tinto Middle Robe Project - Mine Closure Plan for the historic Middle Robe mine area.

Environmental Management Systems

Tracey has experience in the preparation of a number of Health, Safety and Environmental (HSE) Management Systems (MS), including:

- Repsol USA Secondment – Update Repsol's US HSE MS in response to a Corporate audit and a Bureau of Safety and Environmental Enforcement (BSEE) audit.
- Argyle Diamond Mine Project – Revised EMS to comply with new ministerial conditions set for the expanded open pit mine project, with a planned underground mine and associated infrastructure, in Western Australia's East Kimberley.
- AJ Lucas Gorgon Gas Project – EMS prepared for AJ Lucas' work on the Gorgon Gas project that includes the construction of two liquefied natural gas (LNG) plants, a loading jetty, onshore and offshore pipelines, tank farm and accommodation village, to commercialise the Gorgon and Jansz-lo gas fields situated Western Australia's North-West shelf.

Sub-Consultant Management

Tracey has experience in engaging and managing various sub-consultants for specialist technical and environmental studies, including:

- Preparing project briefing/scoping documents;
- Seeking and assessing sub-consultant proposals;

- Day-to-day management of engaged sub-consultants; and
- Review of specialist reports prepared by sub-consultants to ensure the content meets expectations and objectives.

Environmental Management

Tracey has experience in the preparation and delivery of various environmental documents, including:

- Environmental Management Plans;
- Construction Environmental Management Plans;
- Annual Environmental Reports; and
- Environmental and compliance audit reporting.

Auditing and Due Diligence

Tracey has prepared audit materials and has conducted audits and due diligence, including:

- Port Waratah EMS Audit – Prepared audit checklists and report template, conducted 1 day audit with interviews and site inspection, recorded audit findings and reviewed the final report, for an audit that assessed the implementation of the Hazardous Materials Management Plan and Pollution Incident Response Management Plan, which form part of the Port's Environmental Management System (EMS).
- Walker Wallerawang Quarry Environmental Audit - Peer reviewed the environmental audit report for an audit conducted in accordance with a Development Consent at the quartz quarry situated in Lithgow, NSW.
- Cisco Operating Management System Audit – Prepared audit checklists to guide the SLR Auditor conducting the audit of Cisco's Operating Management System.
- Repsol HSE MS Audit – Prepared the audit protocol and schedule, compiled notes from audit debriefing, reviewed the external auditors audit report and prepared an audit response report.
- XL Insurance North Queensland Port Development – Conducted Due Diligence on a potential client of XL Insurance (MacMahon Construction) by reviewing documents provided by the insurance company, determining environmental risks associated with the port development and preparing a due diligence report.
- CB&I Warehouse Audit – Reviewed project documentation, prepared audit checklists and prepared reports for 3 warehouses assessed for compliance.

QUALIFICATIONS

Diploma of Project Management, Paradigm Solutions, Perth (WA), 2013

Bachelor of Environmental Science, Murdoch University, Perth (WA), 1995

BACKGROUND

Tracey is an Associate Consultant with SLR's Environmental Management Planning and Approvals (EMPA) team and has over 13 years of experience in various environmental consulting roles. Tracey has significant experience in project management, environmental impact assessments, and environmental management. Project experience includes mining, oil and gas and infrastructure developments. Tracey also has experience in HSE management systems, sub-consultant management, environmental compliance, reporting, auditing, mine closure planning and environmental risk assessments.

SPECIAL EXPERTISE

- Project Management
- Environmental Impact Assessment (EIA)
- Sub-Consultant Management
- Environmental Reporting
- Environmental Management Planning
- Risk Assessment
- Environmental Auditing
- HSE Management Systems

OTHER TRAINING

- MS Project 2007
- Lead Auditor in Environmental Management Systems
- OHSAS 18001:2007 Internal Auditor
- Technical Writing
- First Aid Certificate, St Johns Ambulance
- Defensive Driving Course

SELECTED PROJECT EXPERIENCE**Environmental Impact Assessment and Approvals**

Tracey has been responsible for the preparation and delivery of environmental impact assessments for new and modifying development proposals. The following is a sample of key projects:

- Palau Energy Drill Project - Environmental, Social and Health Impact Assessment (ESHIA) for a proposed drilling program off the coast of Palau.
- Metals X Wingellina Nickel Project – Public Environmental Review (PER) and Scoping Documents for a proposed nickel mine situated in Wingellina, Western Australia.
- Northwest Resources Blue Spec Project - Mine closure and contamination assessment inputs into an EIA for a proposed mine redevelopment in the north-west of Western Australia.
- Doray Minerals Andy Wells Project - Works Approval for a putrescible landfill at the proposed mine development in the Murchison region of Western Australia.
- HESS Equus Project - Environmental Impact Statement (EIS) for the proposed oil & gas development on the North-West Shelf of Western Australia.
- Modec Browse Project - Approvals Plan for the oil & gas project, for a floating liquefied natural gas (FLNG) to develop the Brecknock, Calliance and Torosa Fields, collectively known as the Browse Basin.
- Tamouh Investments Jebel Hafeet Glacier Development - Environmental Impact Assessment for the mixed-use development, with recreation facilities (including a ski dome and water park), housing and commercial buildings, in Al Ain, United Arab Emirates.
- Nakheel Developments Port (Mina) Rashid Project - Environmental Impact Assessment for the expansion and redevelopment of Port Rashid, situated in Dubai.
- Dubai Government Al Maktoum Hospital Project - Environmental Impact Assessment for the expansion and redevelopment of the public hospital.

Appendix C – Consultation Register & Evidence

Consultation Register:

Approval Condition (SSD 7075) Schedule C	Requirement	Evidence	Outstanding Issues
B10(a)	Prior to commencement of construction, the Applicant shall prepare an Odour Management Plan to the satisfaction of the Secretary. The Plan must: a) be prepared by a suitable qualified and experienced person(s) in consultation with the EPA;	The Odour Management Plan was sent to the EPA for review on 4 September 2017, via email.	None
B16	A stormwater management scheme must be prepared for the development and must be implemented in consultation with the EPA.	Duncan Barnes (from SLR) spoke with Trevor Wilson (from the EPA) on 16 March 2018, in regards to the requirements of the scheme.	None
B32(a)	Prior to the commencement of construction, the Applicant shall prepare a Building and Material Schedule and a Landscape Plan for the development to the satisfaction of the Secretary. The Schedule and Plan must: a) be prepared in consultation with Council;	The Building and Material Schedule was sent to Penrith City Council on 6 June 2017, via email. The Council approved the Schedule on 21 June 2017 (refer to attached email). The Landscape Plan and fencing details was sent to Council on 28 June 2017 (refer to attached email). The Council endorsed the Landscape Plan on 7 September 2017 provided a number of changes were made to the Plan. These changes were made and the revised Landscape Plan is provided in Appendix I.	None
C.1A	Prior to the commencement of extended construction hours approved as part of MOD 4, the Applicant must submit a revised Construction Environmental Management Plan to the satisfaction of the Planning Secretary. The plan must be prepared in consultation with the EPA and detail the environmental management practices and procedures to mitigate construction noise impacts during the out of hours construction periods.	The EPA were emailed on 5 November 2018 in regards to the CEMP. The EPA will be provided a copy of the revised CEMP.	None

Note: Consultation has been undertaken in accordance with the requirements of Schedule B, Condition A8, as below:

A8. Where consultation with any public authority is required by the conditions of this consent, the Applicant shall:

a) consult with the relevant public authority prior to submitting the required documentation to the Secretary or the PCA for approval, where required;

b) submit evidence of this consultation as part of the relevant documentation required by the conditions of this consent; and

c) include the details of any outstanding issues raised by the relevant public authority and an explanation of disagreement between any public authority and the Applicant or any person acting on this development consent.

Appendix D - Building and Material Schedule



global environmental solutions

**Building Material Schedule
Stage 1 Erskine Park
Waste Management Facility**

Report Number 610.15771.00100-R01

6 June 2017

Cleanaway Pty Ltd
85 - 87 Quarry Road
Erskine Park, NSW, 2759

Version: v0.1

Building Material Schedule

Stage 1 Erskine Park

Waste Management Facility

PREPARED BY:

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This report has been prepared by SLR Consulting Australia Pty Ltd with all reasonable skill, care and diligence, and taking account of the timescale and resources allocated to it by agreement with the Client. Information reported herein is based on the interpretation of data collected, which has been accepted in good faith as being accurate and valid.

This report is for the exclusive use of Cleanaway Pty Ltd. No warranties or guarantees are expressed or should be inferred by any third parties. This report may not be relied upon by other parties without written consent from SLR.

SLR disclaims any responsibility to the Client and others in respect of any matters outside the agreed scope of the work.

DOCUMENT CONTROL

Reference	Date	Prepared	Checked	Authorised
610.15771.00100-R01-v0.1	6 June 2017	Lester Nankivell	Tracey Ball	Martin Gravett

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Table 1 Stage 1 Erskine Park General Works Building Material Schedule

General Works			
Item Description	Material	Approx. Quantities	Additional Notes
Demolition and site clearance	Existing steel, cladding, concrete, asphalt	Steel – 10 t Concrete/asphalt – 2,000m ³	Existing buildings, sheds, weighbridges and road surfacing. Steel to be recycled, concrete to be crushed and reused.
Earthworks	Existing made ground	35,000m ³	Excavate to required level and reuse for adjacent landfill restoration
Drainage	Plastic Pipework and stone surrounds	750m	Surface water and sewer pipework
Building Foundations and floor slab	Concrete and steel reinforcement	1,450m ³	Mass and reinforced concrete
Reinforced concrete retaining walls	Concrete and reinforcement bars	450m ³	External walls and push walls inside building
Crib/gabion walls	Concrete, rock and steel cage units units	150m	Concrete units on north and eastern boundaries, some rock filled gabion walls
Granular capping	Graded Stone	10,700m ²	Road and hardstanding construction
Asphalt paving	Tarmacadam	4,400m ²	Road construction
Concrete hardstanding	Concrete and steel mesh	1,250m ³	200mm thick external hardstanding
Fencing	Steel and composite panels	540m	Reuse existing fencing on north boundary
Weighbridges	Steel	2 nr. units	30m long weighbridge units

Table 2 Stage 1 Erskine Park Building Material Schedule for Site Buildings

Building Construction				
Building	Item Description	Material	Approx. Quantities	Additional Notes
Waste Transfer Station	Building Foundations and floor slab	Concrete and steel reinforcement	1,450m ³	Mass and reinforced concrete
	Transfer Building Wall cladding	Colorbond steel sheets	2,100m ²	0.42 BMT trapezoidal metal sheeting
	Transfer Building Roof cladding	Colorbond steel sheets	3,800m ²	0.42 BMT trapezoidal metal sheeting
	Roller shutter doors	Fabric and steel	Fabric rapid closure doors - 185m ² , steel shutter doors – 255m ²	5 nr. Fabric roller shutter doors, 5 steel shutter doors
	Steel superstructure	Structural steel	160 t	Columns, rafters and secondary steelwork
Office	Office and Amenities	Modular units	360m ²	Existing site units to be relocated and upgraded

Appendix E – Construction Schedule

Task Name	Duration	Start	Finish
Erskine Park Transfer Station	296 days	Mon 4/09/17	Tue 13/11/18
Award Contract	1 day	Fri 22/09/17	Fri 22/09/17
Detailed Design and Approvals	200 days	Mon 9/10/17	Mon 6/08/18
Subcontractor Letting and Procurement	130 days	Mon 9/10/17	Mon 30/04/18
Power Upgrade	115 days	Mon 23/10/17	Mon 23/04/18
Demo & Civil Works	180 days	Mon 6/11/17	Mon 6/08/18
Office Block	65 days	Mon 4/12/17	Mon 26/03/18
Transfer Station	245 days	Mon 4/09/17	Mon 3/09/18
Structural	50 days	Mon 4/09/17	Fri 10/11/17
Cladding	30 days	Mon 2/10/17	Fri 10/11/17
Concrete	45 days	Tue 27/03/18	Mon 28/05/18
Services	86 days	Tue 24/04/18	Tue 21/08/18
Odour System	70 days	Tue 29/05/18	Mon 3/09/18
External Works	235 days	Mon 16/10/17	Mon 1/10/18
Access Roads	70 days	Mon 4/12/17	Mon 2/04/18
Weighbridges	20 days	Mon 16/10/17	Fri 10/11/17
Car Park	20 days	Tue 7/08/18	Mon 3/09/18
Misc (Fencing/Landscape)	20 days	Tue 4/09/18	Mon 1/10/18
Inclement Weather	20 days	Tue 2/10/18	Mon 29/10/18
Weather delays	20 days	Tue 2/10/18	Mon 29/10/18
Commissioning	11 days	Tue 30/10/18	Tue 13/11/18
Operating Licence	2 wks	Tue 30/10/18	Mon 12/11/18
Commencement	1 day	Tue 13/11/18	Tue 13/11/18

Appendix F – Construction EPL

Environment Protection Licence

Licence - 20986

Licence Details	
Number:	20986
Anniversary Date:	18-September

Licensee
CLEANAWAY PTY LTD
441 ST KILDA RD
MELBOURNE VIC 3004

Premises
ERSKINE PARK WASTE TRANSFER STATION
85-87 QUARRY ROAD
ERSKINE PARK NSW 2759

Scheduled Activity
Chemical storage
Waste processing (non-thermal treatment)
Waste storage

Fee Based Activity	Scale
General chemicals storage	0-5000 kL storage capacity
Non-thermal treatment of general waste	Any annual processing capacity
Waste storage - other types of waste	Any other types of waste stored

Region
Waste & Resource Recovery
59-61 Goulburn Street
SYDNEY NSW 2000
Phone: (02) 9995 5000
Fax: (02) 9995 5999
PO Box A290 SYDNEY SOUTH
NSW 1232

Environment Protection Licence



Licence - 20986

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Environment Protection Licence



Licence - 20986

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Environment Protection Licence

Licence - 20986



Information about this licence

Dictionary

A definition of terms used in the licence can be found in the dictionary at the end of this licence.

Responsibilities of licensee

Separate to the requirements of this licence, general obligations of licensees are set out in the Protection of the Environment Operations Act 1997 ("the Act") and the Regulations made under the Act. These include obligations to:

- ensure persons associated with you comply with this licence, as set out in section 64 of the Act;
- control the pollution of waters and the pollution of air (see for example sections 120 - 132 of the Act);
- report incidents causing or threatening material environmental harm to the environment, as set out in Part 5.7 of the Act.

Variation of licence conditions

The licence holder can apply to vary the conditions of this licence. An application form for this purpose is available from the EPA.

The EPA may also vary the conditions of the licence at any time by written notice without an application being made.

Where a licence has been granted in relation to development which was assessed under the Environmental Planning and Assessment Act 1979 in accordance with the procedures applying to integrated development, the EPA may not impose conditions which are inconsistent with the development consent conditions until the licence is first reviewed under Part 3.6 of the Act.

Duration of licence

This licence will remain in force until the licence is surrendered by the licence holder or until it is suspended or revoked by the EPA or the Minister. A licence may only be surrendered with the written approval of the EPA.

Licence review

The Act requires that the EPA review your licence at least every 5 years after the issue of the licence, as set out in Part 3.6 and Schedule 5 of the Act. You will receive advance notice of the licence review.

Fees and annual return to be sent to the EPA

For each licence fee period you must pay:

- an administrative fee; and
- a load-based fee (if applicable).

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The EPA publication “A Guide to Licensing” contains information about how to calculate your licence fees. The licence requires that an Annual Return, comprising a Statement of Compliance and a summary of any monitoring required by the licence (including the recording of complaints), be submitted to the EPA. The Annual Return must be submitted within 60 days after the end of each reporting period. See condition R1 regarding the Annual Return reporting requirements.

Usually the licence fee period is the same as the reporting period.

Transfer of licence

The licence holder can apply to transfer the licence to another person. An application form for this purpose is available from the EPA.

Public register and access to monitoring data

Part 9.5 of the Act requires the EPA to keep a public register of details and decisions of the EPA in relation to, for example:

- licence applications;
- licence conditions and variations;
- statements of compliance;
- load based licensing information; and
- load reduction agreements.

Under s320 of the Act application can be made to the EPA for access to monitoring data which has been submitted to the EPA by licensees.

This licence is issued to:

CLEANAWAY PTY LTD
441 ST KILDA RD
MELBOURNE VIC 3004

subject to the conditions which follow.

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1 Administrative Conditions

A1 What the licence authorises and regulates

A1.1 This licence authorises the carrying out of the scheduled development work listed below at the premises listed in A2:

Construction of the proposed waste transfer station.

A1.2 This licence authorises the carrying out of the scheduled activities listed below at the premises specified in A2. The activities are listed according to their scheduled activity classification, fee-based activity classification and the scale of the operation.

Unless otherwise further restricted by a condition of this licence, the scale at which the activity is carried out must not exceed the maximum scale specified in this condition.

Scheduled Activity	Fee Based Activity	Scale
Chemical storage	General chemicals storage	0 - 5000 kL storage capacity
Waste processing (non-thermal treatment)	Non-thermal treatment of general waste	Any annual processing capacity
Waste storage	Waste storage - other types of waste	Any other types of waste stored

A2 Premises or plant to which this licence applies

A2.1 The licence applies to the following premises:

Premises Details
ERSKINE PARK WASTE TRANSFER STATION
85-87 QUARRY ROAD
ERSKINE PARK
NSW 2759
LOT 1 DP 1140063

A3 Information supplied to the EPA

A3.1 Works and activities must be carried out in accordance with the proposal contained in the licence application, except as expressly provided by a condition of this licence.

In this condition the reference to "the licence application" includes a reference to:

- the applications for any licences (including former pollution control approvals) which this licence replaces under the Protection of the Environment Operations (Savings and Transitional) Regulation 1998; and
- the licence information form provided by the licensee to the EPA to assist the EPA in connection with

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the issuing of this licence.

2 Discharges to Air and Water and Applications to Land

P1 Location of monitoring/discharge points and areas

P1.1 The following utilisation areas referred to in the table below are identified in this licence for the purposes of the monitoring and/or the setting of limits for any application of solids or liquids to the utilisation area.

3 Limit Conditions

L1 Pollution of waters

L1.1 Except as may be expressly provided in any other condition of this licence, the licensee must comply with section 120 of the Protection of the Environment Operations Act 1997.

L2 Waste

L2.1 The licensee must not cause, permit or allow any waste to be received at the premises, except the wastes expressly referred to in the column titled "Waste" and meeting the definition, if any, in the column titled "Description" in the table below.

Any waste received at the premises must only be used for the activities referred to in relation to that waste in the column titled "Activity" in the table below.

Any waste received at the premises is subject to those limits or conditions, if any, referred to in relation to that waste contained in the column titled "Other Limits" in the table below.

This condition does not limit any other conditions in this licence.

Code	Waste	Description	Activity	Other Limits
NA	General solid waste (putrescible)	As defined in Schedule 1 of the POEO Act, as in force from time to time	Waste processing (non-thermal treatment) Waste storage	
NA	General solid waste (non-putrescible)	As defined in Schedule 1 of the POEO Act, as in force from time to time	Waste processing (non-thermal treatment) Waste storage	

L2.2 No more than 300,000 tonnes of waste is to be received or processed at the Premises per calendar year.

L2.3 The amount of waste received at the Premises must be recorded (in tonnes) on a daily basis.

L2.4 The authorised amount of waste permitted on the Premises must be applied to this Licence prior to the

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commencement of operation of the Waste Transfer station.

- L2.5 No waste is permitted to be received at the Premises until the Scheduled Development Works are complete and this Licence is varied to permit the operation of the Waste Transfer Station.

L3 Noise limits

- L3.1 Noise emissions from the Premises must be in compliance with the requirements of the NSW EPA's Industrial Noise Policy.

L4 Hours of operation

- L4.1 The hours of construction must be within the following hours:

Activity	Day	Hours
Construction	Monday-Friday	7am to 6pm
	Saturday	8am-1pm
	Sunday	Nil

L5 Potentially offensive odour

- L5.1 No condition of this licence identifies a potentially offensive odour for the purposes of section 129 of the Protection of the Environment Operations Act 1997.

Note: Section 129 of the Protection of the Environment Operations Act 1997, provides that the licensee must not cause or permit the emission of any offensive odour from the premises but provides a defence if the emission is identified in the relevant environment protection licence as a potentially offensive odour and the odour was emitted in accordance with the conditions of a licence directed at minimising odour.

4 Operating Conditions

O1 Activities must be carried out in a competent manner

- O1.1 Licensed activities must be carried out in a competent manner.

This includes:

- the processing, handling, movement and storage of materials and substances used to carry out the activity; and
- the treatment, storage, processing, reprocessing, transport and disposal of waste generated by the activity.

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O2 Maintenance of plant and equipment

- O2.1 All plant and equipment installed at the premises or used in connection with the licensed activity:
- a) must be maintained in a proper and efficient condition; and
 - b) must be operated in a proper and efficient manner.

O3 Dust

- O3.1 Trucks entering or leaving the Premises that are carrying loads must be covered, except during loading and unloading.
- O3.2 All vehicles leaving the Premises must not track dirt, sand or other materials onto public roads.
- O3.3 The premises must be maintained in a condition which minimises or prevents the emission of dust from the premises.

O4 Other operating conditions

- O4.1 Before commissioning the odour control system, the licensee will be required to submit to the EPA's satisfaction and Odour Control System Contingency Plan which includes but is not limited to contingencies for the following situations:

Design Failure (a failure to perform as proposed)

- a) failure to achieve negative pressure in the waste building;
- b) odour extraction design failure;
- c) odour treatment design failure (for either the dilution by the tri-stack or the wet scrubber); and
- d) exhaust dispersion design failure.

Partial or total system failure (planned or unplanned shutdown)

- e) failure to achieve negative pressure in the waste building;
- f) odour extraction failure; and
- g) odour treatment failure (for either the dilution by the tri-stack or the wet scrubber).

- O4.2 Before accepting any waste at the Premises, the Air Pollution Control System must be installed and operational.
- O4.3 A Stormwater Management Scheme must be prepared and implemented for the development. The Scheme should be consistent with the Stormwater Management Plan for the catchment or consistent with the guidance contained in *Managing Urban Stormwater: Soils and Construction Vol 1* (Landcom 2004).
- O4.4 The licensee must ensure that any waste received and/or stored at the Premises is assessed and classified in accordance with the EPA's *Waste Classification Guidelines* as in force from time to time.
- O4.5 The Licensee must ensure that the following air emission mitigation measures are installed

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and operational before waste is accepted at the Premises:

1. Wet scrubber
2. Dilution stacks
3. Fast-acting roller doors
4. Water sprays/misters

5 Monitoring and Recording Conditions

M1 Monitoring records

- M1.1 The results of any monitoring required to be conducted by this licence or a load calculation protocol must be recorded and retained as set out in this condition.
- M1.2 All records required to be kept by this licence must be:
- a) in a legible form, or in a form that can readily be reduced to a legible form;
 - b) kept for at least 4 years after the monitoring or event to which they relate took place; and
 - c) produced in a legible form to any authorised officer of the EPA who asks to see them.
- M1.3 The following records must be kept in respect of any samples required to be collected for the purposes of this licence:
- a) the date(s) on which the sample was taken;
 - b) the time(s) at which the sample was collected;
 - c) the point at which the sample was taken; and
 - d) the name of the person who collected the sample.

M2 Weather monitoring

- M2.1 Prior to commencement of operation of the Waste Transfer Station, the Licensee must ensure that there is a suitable meteorological station on the Premises that complies with the requirements in the latest version of the *Approved Methods of Sampling of Air Pollutants in New South Wales*.
- M2.2 The Licensee must operate the meteorological station and maintain continuous, auditable records of meteorological data.

M3 Recording of pollution complaints

- M3.1 The licensee must keep a legible record of all complaints made to the licensee or any employee or agent of the licensee in relation to pollution arising from any activity to which this licence applies.
- M3.2 The record must include details of the following:
- a) the date and time of the complaint;
 - b) the method by which the complaint was made;
 - c) any personal details of the complainant which were provided by the complainant or, if no such details

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- were provided, a note to that effect;
- d) the nature of the complaint;
- e) the action taken by the licensee in relation to the complaint, including any follow-up contact with the complainant; and
- f) if no action was taken by the licensee, the reasons why no action was taken.

M3.3 The record of a complaint must be kept for at least 4 years after the complaint was made.

M3.4 The record must be produced to any authorised officer of the EPA who asks to see them.

M4 Telephone complaints line

M4.1 The licensee must operate during its operating hours a telephone complaints line for the purpose of receiving any complaints from members of the public in relation to activities conducted at the premises or by the vehicle or mobile plant, unless otherwise specified in the licence.

M4.2 The licensee must notify the public of the complaints line telephone number and the fact that it is a complaints line so that the impacted community knows how to make a complaint.

M4.3 The preceding two conditions do not apply until one (1) month the date of the issue of this licence.

6 Reporting Conditions

R1 Annual return documents

- R1.1 The licensee must complete and supply to the EPA an Annual Return in the approved form comprising:
1. a Statement of Compliance,
 2. a Monitoring and Complaints Summary,
 3. a Statement of Compliance - Licence Conditions,
 4. a Statement of Compliance - Load based Fee,
 5. a Statement of Compliance - Requirement to Prepare Pollution Incident Response Management Plan,
 6. a Statement of Compliance - Requirement to Publish Pollution Monitoring Data; and
 7. a Statement of Compliance - Environmental Management Systems and Practices.

At the end of each reporting period, the EPA will provide to the licensee a copy of the form that must be completed and returned to the EPA.

R1.2 An Annual Return must be prepared in respect of each reporting period, except as provided below.

Note: The term "reporting period" is defined in the dictionary at the end of this licence. Do not complete the Annual Return until after the end of the reporting period.

- R1.3 Where this licence is transferred from the licensee to a new licensee:
- a) the transferring licensee must prepare an Annual Return for the period commencing on the first day of the reporting period and ending on the date the application for the transfer of the licence to the new

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licensee is granted; and

b) the new licensee must prepare an Annual Return for the period commencing on the date the application for the transfer of the licence is granted and ending on the last day of the reporting period.

Note: An application to transfer a licence must be made in the approved form for this purpose.

R1.4 Where this licence is surrendered by the licensee or revoked by the EPA or Minister, the licensee must prepare an Annual Return in respect of the period commencing on the first day of the reporting period and ending on:

a) in relation to the surrender of a licence - the date when notice in writing of approval of the surrender is given; or

b) in relation to the revocation of the licence - the date from which notice revoking the licence operates.

R1.5 The Annual Return for the reporting period must be supplied to the EPA via eConnect *EPA* or by registered post not later than 60 days after the end of each reporting period or in the case of a transferring licence not later than 60 days after the date the transfer was granted (the 'due date').

R1.6 The licensee must retain a copy of the Annual Return supplied to the EPA for a period of at least 4 years after the Annual Return was due to be supplied to the EPA.

R1.7 Within the Annual Return, the Statements of Compliance must be certified and the Monitoring and Complaints Summary must be signed by:

a) the licence holder; or

b) by a person approved in writing by the EPA to sign on behalf of the licence holder.

R2 Notification of environmental harm

R2.1 Notifications must be made by telephoning the Environment Line service on 131 555.

Note: The licensee or its employees must notify all relevant authorities of incidents causing or threatening material harm to the environment immediately after the person becomes aware of the incident in accordance with the requirements of Part 5.7 of the Act.

R2.2 The licensee must provide written details of the notification to the EPA within 7 days of the date on which the incident occurred.

R3 Written report

R3.1 Where an authorised officer of the EPA suspects on reasonable grounds that:

a) where this licence applies to premises, an event has occurred at the premises; or

b) where this licence applies to vehicles or mobile plant, an event has occurred in connection with the carrying out of the activities authorised by this licence,

and the event has caused, is causing or is likely to cause material harm to the environment (whether the harm occurs on or off premises to which the licence applies), the authorised officer may request a written report of the event.

R3.2 The licensee must make all reasonable inquiries in relation to the event and supply the report to the EPA

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within such time as may be specified in the request.

- R3.3 The request may require a report which includes any or all of the following information:
- a) the cause, time and duration of the event;
 - b) the type, volume and concentration of every pollutant discharged as a result of the event;
 - c) the name, address and business hours telephone number of employees or agents of the licensee, or a specified class of them, who witnessed the event;
 - d) the name, address and business hours telephone number of every other person (of whom the licensee is aware) who witnessed the event, unless the licensee has been unable to obtain that information after making reasonable effort;
 - e) action taken by the licensee in relation to the event, including any follow-up contact with any complainants;
 - f) details of any measure taken or proposed to be taken to prevent or mitigate against a recurrence of such an event; and
 - g) any other relevant matters.
- R3.4 The EPA may make a written request for further details in relation to any of the above matters if it is not satisfied with the report provided by the licensee. The licensee must provide such further details to the EPA within the time specified in the request.

7 General Conditions

G1 Copy of licence kept at the premises or plant

- G1.1 A copy of this licence must be kept at the premises to which the licence applies.
- G1.2 The licence must be produced to any authorised officer of the EPA who asks to see it.
- G1.3 The licence must be available for inspection by any employee or agent of the licensee working at the premises.

8 Special Conditions

E1 Financial Assurance

- E1.1 A financial assurance in the form of an unconditional and irrevocable and on demand guarantee from a bank, building society or credit union operating in Australia as "Authorised Deposit-taking Institutions" under the *Banking Act 1959* of the Commonwealth of Australia and supervised by the Australian Prudential Regulatory Authority (APRA) must be provided to the EPA.
- E1.2 The financial assurance must be in favour of the Environment Protection Authority of an amount to be determined prior to the commencement of operation of the Waste Transfer Station. The financial assurance is required to secure or guarantee funding for works or programs required by or under this licence. The financial assurance must contain a term that provides that any monies claimed can be paid to the EPA or, at the written direction of the EPA to any other person. The licensee must provide to the

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EPA, along with the original counterpart guarantees, confirmation in writing that the financial institution providing the guarantees is subject to supervision by APRA.

- E1.3 The financial assurance must be maintained during the operation of the facility and thereafter until such time as the EPA is satisfied the premises is environmentally secure.
- E1.4 The EPA may require an increase in the amount of the financial assurance at any time as a result of reassessment of the total likely costs and expenses of rehabilitation of the premises.
- E1.5 The EPA may claim on a financial assurance under s303 of the POEO Act if a licensee fails to carry out any work or program required to comply with the conditions of this licence.
- E1.6 The financial assurance must be replenished by the full amount claimed or realised if the EPA has claimed on or realised the financial assurance or any part of it to undertake a work or program required to be carried out by the licence which has not been undertaken by the licence holder.

E2 Environmental obligations of licensee

- E2.1 While the licensee's premises are being used for the purpose to which the licence relates, the licensee must:
 - a) Clean up any spill, leak or other discharge of any waste(s) or other material(s) as soon as practicable after it becomes known to the licensee or to one of the licensee's employees or agents.
 - b) In the event(s) that any liquid and non-liquid waste(s) is unlawfully deposited on the premises, such waste(s) must be removed and lawfully disposed of as soon as practicable or in accordance with any direction given by the EPA.
 - c) Provide all monitoring data as required by the conditions of this licence or as directed by the EPA.
- E2.2 In the event of an earthquake, storm, fire, flood or any other event where it is reasonable to suspect that a pollution incident has occurred, is occurring or is likely to occur, the licensee must:
 - a) Make all efforts to contain all fire water on the premises;
 - b) Make all efforts to control air pollution from the premises;
 - c) Make all efforts to contain any discharge, spill or run-off from the premises;
 - d) Make all efforts to prevent flood water entering the premises;
 - e) Remediate and rehabilitate any exposed areas of soil and/or waste;
 - f) Lawfully dispose of all liquid and solid waste(s) stored on the premises that is not already securely disposed of;
 - g) At the request of the EPA, monitor groundwater beneath the premises and its potential to migrate from the premises;
 - h) At the request of the EPA, monitor surface water leaving the premises; and
 - i) Ensure the premises is secure.
- E2.3 After the licensee's premises cease to be used for the purposes to which the licence relates or in the event that the licensee ceases to carry out the activity that is the subject of this licence, that licensee must:
 - a) Remove and lawfully dispose of all liquid and non-liquid waste stored on the licensee's premises; and
 - b) Rehabilitate the premises, including conducting an assessment of the site and if required remediation of any site contamination.

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E3 Post-commissioning Odour Audit

- E3.1 The licensee must carry out an Odour Audit within six (6) months of commencement of operation of the Waste Transfer Station.
- E3.2 A copy of the audit report from the Odour Audit referred to in condition E3.1 must be submitted to the EPA within two (2) months of commissioning the Odour Audit and must include the Licensee's response to recommendations contained in the audit report

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Dictionary

General Dictionary

3DGM [in relation to a concentration limit]	Means the three day geometric mean, which is calculated by multiplying the results of the analysis of three samples collected on consecutive days and then taking the cubed root of that amount. Where one or more of the samples is zero or below the detection limit for the analysis, then 1 or the detection limit respectively should be used in place of those samples
Act	Means the Protection of the Environment Operations Act 1997
activity	Means a scheduled or non-scheduled activity within the meaning of the Protection of the Environment Operations Act 1997
actual load	Has the same meaning as in the Protection of the Environment Operations (General) Regulation 2009
AM	Together with a number, means an ambient air monitoring method of that number prescribed by the <i>Approved Methods for the Sampling and Analysis of Air Pollutants in New South Wales</i> .
AMG	Australian Map Grid
anniversary date	The anniversary date is the anniversary each year of the date of issue of the licence. In the case of a licence continued in force by the Protection of the Environment Operations Act 1997, the date of issue of the licence is the first anniversary of the date of issue or last renewal of the licence following the commencement of the Act.
annual return	Is defined in R1.1
Approved Methods Publication	Has the same meaning as in the Protection of the Environment Operations (General) Regulation 2009
assessable pollutants	Has the same meaning as in the Protection of the Environment Operations (General) Regulation 2009
BOD	Means biochemical oxygen demand
CEM	Together with a number, means a continuous emission monitoring method of that number prescribed by the <i>Approved Methods for the Sampling and Analysis of Air Pollutants in New South Wales</i> .
COD	Means chemical oxygen demand
composite sample	Unless otherwise specifically approved in writing by the EPA, a sample consisting of 24 individual samples collected at hourly intervals and each having an equivalent volume.
cond.	Means conductivity
environment	Has the same meaning as in the Protection of the Environment Operations Act 1997
environment protection legislation	Has the same meaning as in the Protection of the Environment Administration Act 1991
EPA	Means Environment Protection Authority of New South Wales.
fee-based activity classification	Means the numbered short descriptions in Schedule 1 of the Protection of the Environment Operations (General) Regulation 2009.
general solid waste (non-putrescible)	Has the same meaning as in Part 3 of Schedule 1 of the Protection of the Environment Operations Act 1997

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flow weighted composite sample	Means a sample whose composites are sized in proportion to the flow at each composites time of collection.
general solid waste (putrescible)	Has the same meaning as in Part 3 of Schedule 1 of the Protection of the Environment Operations Act 1997
grab sample	Means a single sample taken at a point at a single time
hazardous waste	Has the same meaning as in Part 3 of Schedule 1 of the Protection of the Environment Operations Act 1997
licensee	Means the licence holder described at the front of this licence
load calculation protocol	Has the same meaning as in the Protection of the Environment Operations (General) Regulation 2009
local authority	Has the same meaning as in the Protection of the Environment Operations Act 1997
material harm	Has the same meaning as in section 147 Protection of the Environment Operations Act 1997
MBAS	Means methylene blue active substances
Minister	Means the Minister administering the Protection of the Environment Operations Act 1997
mobile plant	Has the same meaning as in Part 3 of Schedule 1 of the Protection of the Environment Operations Act 1997
motor vehicle	Has the same meaning as in the Protection of the Environment Operations Act 1997
O&G	Means oil and grease
percentile [in relation to a concentration limit of a sample]	Means that percentage [eg.50%] of the number of samples taken that must meet the concentration limit specified in the licence for that pollutant over a specified period of time. In this licence, the specified period of time is the Reporting Period unless otherwise stated in this licence.
plant	Includes all plant within the meaning of the Protection of the Environment Operations Act 1997 as well as motor vehicles.
pollution of waters [or water pollution]	Has the same meaning as in the Protection of the Environment Operations Act 1997
premises	Means the premises described in condition A2.1
public authority	Has the same meaning as in the Protection of the Environment Operations Act 1997
regional office	Means the relevant EPA office referred to in the Contacting the EPA document accompanying this licence
reporting period	For the purposes of this licence, the reporting period means the period of 12 months after the issue of the licence, and each subsequent period of 12 months. In the case of a licence continued in force by the Protection of the Environment Operations Act 1997, the date of issue of the licence is the first anniversary of the date of issue or last renewal of the licence following the commencement of the Act.
restricted solid waste	Has the same meaning as in Part 3 of Schedule 1 of the Protection of the Environment Operations Act 1997
scheduled activity	Means an activity listed in Schedule 1 of the Protection of the Environment Operations Act 1997
special waste	Has the same meaning as in Part 3 of Schedule 1 of the Protection of the Environment Operations Act 1997
TM	Together with a number, means a test method of that number prescribed by the <i>Approved Methods for the Sampling and Analysis of Air Pollutants in New South Wales</i> .

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TSP	Means total suspended particles
TSS	Means total suspended solids
Type 1 substance	Means the elements antimony, arsenic, cadmium, lead or mercury or any compound containing one or more of those elements
Type 2 substance	Means the elements beryllium, chromium, cobalt, manganese, nickel, selenium, tin or vanadium or any compound containing one or more of those elements
utilisation area	Means any area shown as a utilisation area on a map submitted with the application for this licence
waste	Has the same meaning as in the Protection of the Environment Operations Act 1997
waste type	Means liquid, restricted solid waste, general solid waste (putrescible), general solid waste (non - putrescible), special waste or hazardous waste

Ms Ruth Owler

Environment Protection Authority

(By Delegation)

Date of this edition: 18-September-2017

End Notes

Appendix G –Sydney Water Approvals

Notice of Requirements for a Section 73 Compliance Certificate

Issued under Division 9 Section 73 of the Sydney Water Act, 1994

Description of Development/Subdivision Application			
Address	85-87 Quarry Road, Erskine Park		
DA Number	SSD 7075	DA Approval date	04 October 2016
Lot and DP	Lot 1 DP 1140063		
Development	<p>Erskine Park Waste and Resource Management Facility (WRMF) with a maximum processing capacity of 300,000 tpa. All waste received at the WRMF shall enter the Waste Transfer Station (Stage 1), up to 150,000 tpa of this waste may be recycled at the Resource Recovery Facility (Stage 2)</p> <p>Construction and operation of the Stage 1 Waste Transfer Station with a maximum processing capacity of 300,000 tpa.</p>		
Applicant's name	Kristi Shepard		
Applicant's address	PO BOX 273 Penrith NSW 2751		
Issued by:	Heath Kellar	Issued Date	31 July 2017

Requirements Summary

I have assessed your application and provided a summary of your sewer and water servicing below. These requirements are described in detail below.

Sewer Servicing Requirements

- The existing sewer main in Quarry Road is adequate to serve the development.

Water Servicing Requirements

- The existing water main in Quarry Road is adequate to serve the development.

1. Detailed Servicing Requirements

Detailed Sewer Servicing Requirements

Your development must have a sewer main that is the right size and can be used for connection. I have assessed your application and found that:

1. The development currently has a 225mm Customer Drain Inlet sewer connection which can remain.

Detailed Water Servicing Requirements

Your development must have a frontage to a water main that is the right size, and can be used for connection. I have assessed your application and found that:

1. The existing water service and meter FGCA0047 is in the front right corner of the property.

Please note that any private water services not being used will be disconnected and sealed at their point of connection. You and your Plumber must ensure any redundant private water pipe is removed, and any new work meets our standards in the Plumbing Code of Australia and is inspected by NSW Fair Trading.

2. Additional information

This information doesn't form part of your Development Requirements and is for your information only.

Property Profile information

Your property has the following conditions noted:

- The development is NOT in a Boundary Trap Area
- The development is NOT in a Surcharge Area
- Trade waste agreement 35835 and all its conditions applies to the property
- Sydney Water will require another Section 73 application for stage 2 of the development

Fees and Charges

The requirements in this Notice relate to your Certificate application only.

There may be other fees or requirements related to your development, including:

- plumbing and drainage inspection costs;

- the installation of backflow prevention devices;
- trade waste requirements;
- large water connections and
- council fire fighting requirements. (It will help you to know what the fire fighting requirements are for your development as soon as possible. Your hydraulic consultant can help you here.)

-----Document End-----

SUBDIVIDER/DEVELOPER COMPLIANCE CERTIFICATE

(A certificate under Division 9 Section 73 of the Sydney Water Act, 1994)

DESCRIPTION OF SUBDIVISION/DEVELOPMENT	
Council	Penrith City Council
Street	85-87 Quarry Road, Erskine Park
Lot No	1 DP1140063
Development Erskine Park Waste and Resource Management Facility (WRMF) with a maximum processing capacity of 300,000 tpa. All waste received at the WRMF shall enter the Waste Transfer Station (Stage 1), up to 150,000 tpa of this waste may be recycled at the Resource Recovery Facility (Stage 2) Construction and operation of the Stage 1 Waste Transfer Station with a maximum processing capacity of 300,000 tpa.	
NAME OF APPLICANT	Kristi Shepard
APPLICANT'S ADDRESS	PO BOX 273 Penrith NSW 2751

Sydney Water Corporation certifies that the above named applicant has complied with the requirements, relating to the plan of Subdivision/Development described above, of Division 9 of the Sydney Water Act, 1994.

THE FOLLOWING ITEMS 2, 5 AND 8 APPLY TO THE DEVELOPMENT:

1. ~~Water facilities are to be provided as a result of the subdivider/developer's compliance with Sydney Water's requirements.~~
2. **Water facilities are available.**
3. ~~Water facilities cannot be provided within a reasonable time from the date of this certificate.~~
4. ~~Sewerage facilities are to be provided as a result of the subdivider/developer's compliance with Sydney Water's requirements.~~
5. **Sewerage facilities are available.**
6. ~~Sewerage facilities are under the control of the local council.~~
7. ~~Sewerage facilities cannot be provided within a reasonable time from the date of this certificate.~~
8. **Sydney Water's requirements for Stage 2 of the development have NOT been met. On development of Stage 2 an additional certificate will be required.**

Applicant Reference No. **284119**

Council Reference No. **SSD 7075**
Approval date: **04 October 2016**

Name **Heath Kellar**
(Approving Officer for and on behalf of Sydney Water)

Signature 

Name **Kelly Taylor**
(Approving Officer for and on behalf of Sydney Water)

Signature 

Urban Growth Business **Head Office**

Dated: **00 July 2017**

THIS CERTIFICATE IS ONLY VALID WHEN SIGNED BY TWO AUTHORISED SYDNEY WATER OFFICERS
A signed copy is held by Sydney Water

The original of this certificate must be presented to the appropriate consent authority, usually Council, with which the plan of subdivision/development was lodged so that you can satisfy the relevant condition of consent.

Building plan assessment application

Application number: 286430
Property address: 50-52 Quarry Rd Erskine Park 2759
Lot details: Lot 1140063, DP 1

31/07/2017

Dear Heath Kellar

Your building plan assessment application has been

APPROVED

This Approval is provided subject to the Conditions and Important Information issued to you by Sydney Water, which you are taken to have accepted by using the approval.

This Approval is based on the information you provided to us through Sydney Water Tap in.

If any of the information you have provided is incorrect or incomplete, Sydney Water may revoke this Approval.

This approval is valid until 31/07/2018 (one year).

ANY QUESTIONS?

Email us
swtapin@sydneywater.com.au

Call us
1300 082 746

STRUCTURES

The structures and information you supplied are displayed below.

Structure(s) that will not impact Sydney Water infrastructure

Structure 1	Commercial or industrial building	12.0 m x 30.0 m x 0.5 m
Structure 2	Commercial or industrial building	76.0 m x 50.0 m x 0.5 m

Structure 1 of 2: Commercial or industrial building

Application number: 286430

Property address: 50-52 Quarry Rd Erskine Park 2759

Lot details: Lot 1140063, DP 1

This structure will not impact Sydney Water infrastructure.



Structure 2 of 2: Commercial or industrial building

Application number: 286430

Property address: 50-52 Quarry Rd Erskine Park 2759

Lot details: Lot 1140063, DP 1

This structure will not impact Sydney Water infrastructure.



CONDITIONS AND IMPORTANT INFORMATION

Conditions and Important Information

Attention: You must read the information below.

- 1 The approval of your building plan by Sydney Water (Approval) has been generated by an automated system based on the information you have provided to Sydney Water through the Sydney Water Tap in. Sydney Water does not make any representation or give any guarantee, warranty or undertaking (express or implied) as to the currency, accuracy, completeness, effectiveness or reliability of the Approval.
- 2 It is your responsibility to ensure that the information is correct and complete when submitting your building plan for approval through Sydney Water Tap in and, if any of the information is incorrect or incomplete, to resubmit information that is correct and complete. If any of the information that you have provided is incorrect or incomplete, this may result in the revocation of the Approval.
- 3 The Approval is provided on each of the following conditions which you are taken to have accepted by using the Approval. To the fullest extent permitted by law:
 - (a) all conditions and guarantees concerning the Approval (whether as to quality, outcome, fitness, care, skill or otherwise) expressed or implied by statute, common law, equity, trade, custom or usage or otherwise are expressly excluded and to the extent that those statutory guarantees cannot be excluded, the liability of Sydney Water to you is limited to either of the following as nominated by Sydney Water in its discretion, which you agree is your only remedy:
 - i. the supplying of the Approval again; or
 - ii. payment of the cost of having the Approval supplied again;
 - (b) in no event will Sydney Water be liable for, and you release Sydney Water from all Losses arising out of or in connection with you providing incorrect or incomplete information to Sydney Water in connection with the Approval:
 - i. whether arising under statute or in contract, tort or any other legal doctrine, including any negligent act, omission or default (including wilful default) by Sydney Water; and
 - ii. regardless of whether Sydney Water is or ought to have been aware of, or advised of, the possibility of such loss, costs or damages;
 - (c) you will indemnify, defend and hold harmless Sydney Water from and against all Losses of Sydney Water in respect of, or in connection with loss or damage to any property, personal injury (including death or illness of any person), arising out of or in connection with:
 - i. you providing incorrect or incomplete information to Sydney Water in connection with the Approval; or
 - ii. any third party claim against Sydney Water; and
 - (d) you assume all risks associated with the use of the Sydney Water Tap in and Sydney Water websites, including risk to your computer, software or data being damaged by any virus, and you release and discharge Sydney Water from all Losses which might arise in respect of your use of the websites.

- 4 Subject to condition numbered 3(c) in this document, your liability under condition numbered 3(c) in this document is reduced to the extent that the loss, liability, expense or damage:
- (a) is caused solely and directly by any negligent act or omission of Sydney Water; or
 - (b) could not reasonably be foreseen and was not reasonably within the contemplation of you and Sydney Water at the time of the loss, liability, expense or damage.
- 5 The position of the proposed building/building works in relation to Sydney Water's pipes and structures is satisfactory. You are responsible for, amongst other things:
- (a) protecting underground structures, including Sydney Water's pipelines, from damage and interference;
 - (b) maintaining minimum clearances between Sydney Water's structures and structures belonging to others;
 - (c) preventing loss or damage to any property, personal injury (including death or illness of any person) arising out of or in connection with you providing incorrect or incomplete information to Sydney Water in connection with the Approval;
 - (d) repairing or making good loss or damage to any property or the environment arising out of or in connection with you providing incorrect or incomplete information to Sydney Water in connection with the Approval;
 - (e) ensuring that connections to Sydney Water's sewer, watermain or stormwater are only be made following the issue of a permit to a licensed plumber/drainier;
 - (f) ensuring that all proposed fittings will drain to Sydney Water's sewer;
 - (g) ensuring that all plumbing and/or drainage Work is to be carried out in accordance with the NSW Code of Practice, AS 3500 and the Sydney Water Act 1994;
 - (h) ensuring that gullies, inspection shafts and boundary traps are not placed under any roof, balcony, verandah, floor or other cover unless otherwise approved by Sydney Water; and
 - (i) notifying Sydney Water immediately of any damage caused or threat of damage to Sydney Water's structures.
- 6 **"Sydney Water"** means Sydney Water Corporation and its employees, agents, representatives and contractors. References to "you" include references to your employees, agents, representatives, contractors, executors, administrators, successors, substitutes, assigns and anyone else using the Approval. References to "Losses" means all liabilities, losses, damages, expenses, compensations, fines, penalties, charges and costs (including legal costs on a full indemnity basis and whether incurred or awarded) of any kind or nature however they arise and whether they are present or future, fixed or unascertained, actual or contingent and including any loss of profits, loss of revenue or loss of opportunity. To the extent of any inconsistency, the conditions numbered 1 to 6 in this document will prevail over any other information provided or made available to you by Sydney Water.

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 92 (24 hours, 7 days).

Consent to discharge industrial trade wastewater

Consent to Discharge Industrial Trade Wastewater

SYDNEY WATER CORPORATION

and

CLEANAWAY WASTE MANAGEMENT LTD

A.C.N. 101 155 220

Trading as

ENVIROGUARD PTY LIMITED

A.B.N. 23 060 919 164

ACTIVITY: GARBAGE TIP (GE06)

RISK INDEX: 04

CONSENT NO: 35835

CONNECTION NO: 1

PROPERTY NUMBER: 5360639

This **CONSENT** is made on
Executed for and on behalf of
Sydney Water Corporation

day: 22nd month: February year: 2016

By



(Signature)

Patrick O'Beirne
Manager Business Customer Delivery

In the presence of:

Witness



(Signature)

S. SINDHE
(Print name of witness)

Executed for and on behalf of
the Customer:



(Signature)

By

ERIC LE PROVOST REGIONAL MANAGER

(Print name and position of person signing)

who warrants s/he has sufficient authority to execute this consent.

In the presence of:

Witness



(Signature)

LUKE SIERMITA ENVIRONMENTAL MANAGER.

(Print name of witness)

This consent must be executed by the Customer prior to execution by Sydney Water and submitted by the Customer to Sydney Water for its consideration. Submission of a consent executed by the Customer under no circumstances obliges Sydney Water to enter into or complete the consent. Submission of an executed consent by the Customer constitutes an application for a consent which Sydney Water may in its reasonable discretion reject, or with the consent of the Customer modify any of the proposed terms thereto.

Consent to Discharge Industrial Trade Wastewater

SCHEDULE 1

(SUBJECT TO PUBLIC DISCLOSURE)

TRADE WASTEWATER WHICH MAY BE DISCHARGED

1. Trade wastewater substances

- (a) The Customer may discharge trade wastewater into the Sewer in a manner whereby the substance characteristics of the trade wastewater are of a type and discharged at a rate, level or concentration equal to or less than that described in this schedule.
- (b) The Customer must not discharge trade wastewater into the Sewer in a manner whereby the trade wastewater discharged;
- (i) contains, possesses or produces a substance characteristic not provided in, or which may be determined as being contrary to that described in this schedule.
- (ii) is at or of a rate, level, or concentration not provided in, or which may be determined as being contrary to, that described in this schedule.

SUBSTANCE	LTADM (kg/day)	MDM (kg/day)	Standard (mg/L)
AMMONIA (AS N)	25	45	100
BIOCHEMICAL OXYGEN DEMAND	208	630	
SUSPENDED SOLIDS	231	621	600
BARIUM	2	5	5
NITROGEN	50	90	150
PHOSPHORUS	7	11	50

RECONCILIATION PROCEDURES:

LONG TERM AVERAGE DAILY MASS:

The Long Term Average Daily Mass is a twelve month arithmetic average of ALL daily mass discharges as calculated for each composite sample. The Daily Mass discharged is to be calculated for each of the above substances, and checked against the above Long Term Average Daily Mass (kg/day) on the basis of average concentrations of substances discharged (mg/L) over any 24 hour period as determined from composite samples, obtained by either the Customer (in accordance with Schedule 2) or Sydney Water, or a combination of sample results by both.

This average concentration (mg/L) is to be multiplied by the total discharge (kL) as recorded by the Customer's discharge flow meter over the 24 hour period in order to calculate the Daily Mass of substances discharged (kg). Exceeding the Long Term Average Daily Mass does not constitute a Breach.

ACCEPTANCE STANDARD:

The Composite Sample Concentration is to be determined for each of the above substances, and checked against the above Acceptance Standard (mg/L) for each sample obtained. Exceeding the Acceptance Standard constitutes a Breach and will also incur an increased Quality Charge as detailed in Schedule 3.

The Discrete Sample Concentration is to be determined for each of the substances identified at Schedule 2, 2 (b) and checked against the above Acceptance Standard (mg/L) for each sample obtained. Exceeding the Acceptance Standard constitutes a Breach.

MAXIMUM DAILY MASS:

The Daily Mass discharged is to be calculated for each of the above substances, and checked against the above Maximum Daily Mass (kg/day) on the basis of average concentrations of substances discharged (mg/L) over any 24 hour period as determined from composite samples, obtained by either the Customer (in accordance with Schedule 2) or Sydney Water, or a combination of sample results by both.

This average concentration (mg/L) is to be multiplied by the total discharge (kL) as recorded by the Customer's discharge flow meter over the 24hour period in order to calculate the Daily Mass of substances discharged (kg). Exceeding the Maximum Daily Mass constitutes a Breach.

Consent to Discharge Industrial Trade Wastewater

2. The trade wastewater discharged must at all times have the following properties:

- Temperature - Not to exceed 38 degrees Celsius.
- Colour - Determined on a system specific basis
- pH - Within the range 7.0 to 10.0.
- Fibrous material - None which could cause an obstruction to Sydney Water's sewerage system.
- Gross solids (other than faecal) - A maximum linear dimension of less than 20 mm, a maximum cross section dimension of 6 mm, and a quiescent settling velocity of less than 3 m/h.
- Flammability - Where flammable and/or explosive substances may be present, the Customer must demonstrate to the satisfaction of Sydney Water that there is no possibility of explosions or fires occurring in the sewerage system. The flammability of the discharge must never exceed 5% of the Lower Explosive Limit (LEL) at 25° Celsius.

3. Rate of discharge of waste to sewer:

- (a) Instantaneous maximum rate of gravitated discharge 12 litres per second
- (b) Maximum daily discharge 1036 kilolitres
- (c) Average daily discharge 750 kilolitres

RECONCILIATION PROCEDURE:

The data obtained from applying these procedures is to be checked by the interface of a chart recorder to the Customer's flow metering equipment, or by the installation of flow metering equipment by Sydney Water, for a minimum of 7 days.

Consent to Discharge Industrial Trade Wastewater

SCHEDULE 2

(SUBJECT TO PUBLIC DISCLOSURE)

SAMPLING, ANALYSIS, FLOW RATES AND VOLUME DETERMINATION

1. The Customer must provide and make available for the purpose of sampling and analysis;
 - (a) Sampling point located at pretreat.discharge excl. domestic sewage prior to the point of connection to the Sewer.
 - (b) Equipment necessary to allow collection of composite automatic samples on either a flow proportional or a time basis.

2. The Customer is to undertake collection and analysis of samples in accordance with the schedule detailed below:
 - (a) Composite samples are to be obtained:
 - (i) over one full production day by combining equal volumes taken at 20 kilolitre intervals. The volumes are to be such that at least 5,000 millilitres are obtained over the full day. The reading of the Flowmeter meter is to be obtained at the commencement and conclusion of the sampling day.
 - (ii) on 4 March 2016 and every 8 days thereafter. If trade wastewater is not discharged on this day, then the sample is to be taken on the next day that trade wastewater is discharged. Trade wastewater includes all non-domestic wastewater discharged to sewer from the premises, including cleaning waste.
 - (b) Discrete samples are to be obtained as detailed below, and analysed according to the procedures and methods specified in Sydney Water's published analytical methods, to determine the concentrations or levels of the following substance characteristics:

pH at the start and finish of each sample day
 - (c) Composite samples are to be analysed according to the procedures and methods specified in Sydney Water's published analytical methods, or methods otherwise agreed to and detailed hereunder, to determine the concentrations or levels of the following substance characteristics

AMMONIA (AS N)
BIOCHEMICAL OXYGEN DEMAND
SUSPENDED SOLIDS
BARIUM
NITROGEN
PHOSPHORUS
 - (d) The Customer, or the laboratory contracted by the customer, is to submit results of analyses to Sydney Water within 21 days from the date the sample was taken. All analysis results are to be submitted on the sample analysis report provided as appendices 1 and 2 to this Consent or in such format as may be specified from time to time by Sydney Water.
 - (e) All data requested on the sample analysis report must be provided.
 - (f) Sydney Water must be notified in writing within 7 days of;
 - (i) any failure to obtain samples in accordance with the provisions of Schedule 2; or
 - (ii) any loss of any analytical data.

Where data is unavailable, lost or not provided, the Quality Charge, as detailed in Schedule 3, will be assessed on the basis of the highest Composite Sample concentration recorded in the 12 months prior to the date of the missing sample data.

3. The volume of wastewater discharged must be obtained from the reading of the total flow on the Customer's flowmetering system.

The rate of waste discharged is to be obtained by the reading of the instantaneous flow rate indicator on the Customer's flowmetering system, or from any chart recorder interfaced to the Customer's flowmetering

Consent to Discharge Industrial Trade Wastewater

system.

The flowmetering system is to be calibrated at least annually at the Customer's expense, by a person or company approved by Sydney Water and a copy of the calibration certificate supplied to Sydney Water within one month of such certificate being received by the Customer.

If the Customer's flowmetering system fails to record data for any period, Sydney Water is to be advised in writing by the Customer within 7 days of any such failure becoming known by the Customer. An estimate of any data not recorded is to be made as follows:

Average of the waste discharged, registered for the four weeks before and/or after the failure to record.

Consent to Discharge Industrial Trade Wastewater

SCHEDULE 3 (SUBJECT TO PUBLIC DISCLOSURE) PAYMENTS

The charges are effective from 1 March 2016 and will continue until otherwise advised by Sydney Water.

All trade waste fees and charges are subject to CPI adjustments from 1 July each year in accordance with Determination No 1, 2012 made by the Independent Pricing and Regulatory Tribunal (IPART) and are detailed in fact sheets on the Sydney Water website.

1. CHARGES FOR TRADE WASTEWATER DISCHARGE

Sydney Water will conduct a reading of the Customer's discharge meter at approximately 90 day intervals. The volume of trade wastewater discharged for the period since the previous reading will be calculated.

Charges are based on the Daily Mass calculated from composite samples and corresponding meter readings for each sampling day in the billing period, and calculated in accord with (c), (d), (e), and (f) below. The charge for each sampling day is then multiplied by a flow weighting factor to give a flow weighted charge. The total charge for each substance for the billing period is equal to the sum of the flow weighted charges for the billing period.

Total Charge = the sum of the flow weighted charges for the billing period

Flow Weighted Charge = (charge for all sample days) x (flow weighting factor) and:

$$\text{Flow Weighting Factor} = \frac{\text{(total volume discharged during billing period)}}{\text{(sum of volumes discharged during all sample days during billing period)}}$$

In this formula volume discharged refers to the volume of trade wastewater discharged.

(a) Mass Discharged:

For each substance, the Mass Discharged is calculated by multiplying the Composite Sample concentration by the Trade Wastewater discharge for that sample day.

(b) Chargeable Trade Waste Mass:

(i) For the following substances, the Chargeable Trade Waste Mass is equal to the Mass Discharged:

SUBSTANCE
N/A

(ii) For the following substances, the Chargeable Trade Waste Mass is calculated by subtracting the Equivalent Domestic Mass from the Mass Discharged. The Equivalent Domestic Mass is defined as the Domestic Concentration multiplied by the Trade Wastewater discharge.

SUBSTANCE	DOMESTIC CONCENTRATION mg/L
AMMONIA (AS N)	35
BIOCHEMICAL OXYGEN DEMAND	230
SUSPENDED SOLIDS	200
NITROGEN	50
PHOSPHORUS	10

If the resulting Chargeable Trade Waste Mass is zero or negative, then no Quality charges will apply for that substance for that sample day.

(c) Quality Charge:

(i) For the following substances, the Quality Charge is determined by multiplying the Chargeable Trade Waste Mass by the Rate for that substance as detailed in the Industrial Customers Acceptance Standards and charging rates for the applicable financial year fact sheet on the Sydney Water website.

Consent to Discharge Industrial Trade Wastewater

SUBSTANCE

SUSPENDED SOLIDS
NITROGEN
PHOSPHORUS

- (ii) For the following substances, the Quality Charge is determined by multiplying the Chargeable Trade Waste Mass by the Rate, where the Rate is a function of the composite sample concentration recorded for that sample day.

SUBSTANCE

BIOCHEMICAL OXYGEN DEMAND

(d) Concentration Breach Charge:

Where the Composite Sample concentration is greater than the Acceptance Standards specified in Schedule 1 (with the exception of sulphate), any charges calculated in (c) above will be doubled for that sampling day.

(e) Failure to collect required samples:

Where the Customer fails to collect and analyse samples in accord with this consent the above charges will be assessed on the basis of the highest composite concentrations recorded for any billing period within the previous 12 months and the average daily discharge for the current billing period.

(f) pH and Temperature charges:

Sydney Water regularly assesses its wastewater networks to determine if a system is affected by accelerated odour and corrosion. Where Sydney Water declares a wastewater system to be affected by accelerated odour and corrosion, the temperature and pH charge will only apply if the customer is not committed to or not complying with an effluent improvement program.

2. CHARGES FOR INSPECTIONS

- (a) If, in the opinion of Sydney Water, it is necessary for a Business Customer Representative to exercise rights under clause 6.1, the Customer will incur no liability for payment for any such exercise unless the Business Customer Representative has already exercised rights under clause 6.1 on 6 occasions within a period of one year.
- (b) If it is necessary, in the opinion of Sydney Water, to carry out more than 6 occasions within a period of one year, the additional inspections will be charged at the current inspection rate.
- (c) Any inspection required following up an alleged breach or a default notice will result in a fee payable even if the number of inspections nominated in paragraph 2 (a) has not been exceeded.
- (d) For the purposes of 2 (a) and 2 (b), above, one year is defined as the period from 1 July to 30 June the following year.

3. CHARGES FOR ADMINISTRATION OF TRADE WASTE CONSENT

A consent fee per quarter is payable from 1 March 2016.

4. CHARGES FOR VARIATION OR RENEWAL OF TRADE WASTE CONSENT

Where a Variation is made to the Consent a fee will be payable. There will be no charge for renewal.

5. CHARGES FOR GREASE TRAPS

Wastesafe administration charges are levied per pit per year.

Consent to Discharge Industrial Trade Wastewater

6. PAYMENT OF FEES AND CHARGES

An account will be issued for all fees and charges. Any fees or charges payable by the Customer must be paid by the Customer within 30 days of the receipt by the Customer of the account detailing those fees and charges.

Consent to Discharge Industrial Trade Wastewater

SCHEDULE 4 ADDITIONAL REQUIREMENTS

1. EFFLUENT IMPROVEMENT PROGRAM

N/A

2. WASTE MANAGEMENT PLAN

The existing pre-treatment will result in the generation of 12 tonne per annum of waste substances in the form of a sludge containing generally solids. The waste substances are, and will continue to be disposed of, in compliance with the requirements of The Environment Protection Authority.

3. OTHER REQUIREMENTS

- (a) A Backflow Containment Device must be installed and maintained at the water meter outlet/property boundary in line with Sydney Water's Responsibilities Of Connected Customers Policy.
- (b) Backflow individual/zone protection is required on any tap located within 5m of the trade waste apparatus.

Consent to Discharge Industrial Trade Wastewater

SCHEDULE 5 APPARATUS, PLANT AND EQUIPMENT

EXISTING: Sequencing Batch Reactor
Feed Equalisation Tank
Two SBR Tanks
Final Equalisation Tank
Aerobic Sludge Digester
Discharge Flow Meter and Sample Point

PROPOSED: N/A

Consent to Discharge Industrial Trade Wastewater

SCHEDULE 6 SPECIAL CONDITIONS

1. DANGEROUS DISCHARGES

In this Schedule, the term "may pose a danger to the environment, the Sewer or workers at a sewage treatment plant";

- (a) means an occurrence whereby matter is discharged to the Sewer which either alone or in conjunction with other matter discharged cannot be adequately treated or may cause corrosion or a blockage, explosion or the production of dangerous gases in the Sewer or may adversely affect the operation of a sewer or sewage treatment plant; and
- (b) includes, but not so as to restrict the generality of paragraph (a), matter or substances, which is or are;
 - (i) toxic or corrosive;
 - (ii) petroleum hydrocarbons;
 - (iii) heavy metals;
 - (iv) volatile solvents;
 - (v) phenolic compounds;
 - (vi) organic compounds.

2. UNINTENDED DISCHARGES

- (a) For purposes of avoiding unintended discharges to the Sewer or the stormwater drainage system, all matter and substances on the Premises must be processed, handled, moved and stored in a proper and efficient manner.
- (b) Any substance on the Premises which, if discharged to the Sewer, may pose a danger to the environment, the Sewer or workers at a sewage treatment plant or may harm any sewage treatment process must be handled, moved and stored in areas where leaks, spillages or overflows cannot drain by gravity or by automated or other mechanical means to the Sewer or the stormwater drainage system

3. NOTIFICATION

In the event of a discharge of matter to the sewer that poses or may pose a danger to the environment, the Sewer or workers at a sewage treatment plant the Customer must immediately notify:

(a) 24 HOUR SYDNEY WATER CONTACT TEL: 131 110 FAX: (02) 9822 5688

(b) BUSINESS CUSTOMER SERVICES (8AM TO 5PM MON TO FRI) TEL: 1300 985 227

(c) BUSINESS CUSTOMER SERVICES EMERGENCY CONTACT (24 HOURS) TEL: (02) 8849 5029

4. PROVISION OF SAFE ACCESS

The Customer shall provide safe access to Sydney Water employees visiting the site. In the event that unsafe conditions are identified the Customer must take reasonable steps to correct unsafe conditions and create safe access.

Sydney Water employees must also comply with the Customer's safety policies and procedures and any directions from the Customer's staff while on the Customer's site.

Consent to Discharge Industrial Trade Wastewater

5. ELECTRONIC REPORTING OF SAMPLE ANALYSIS RESULTS

Sydney Water reserves the right to vary this consent to specify the option of reporting by electronic mail as outlined in Schedule 2, 2 (d).

Consent to Discharge Industrial Trade Wastewater

SCHEDULE 7

1. Premises for which Consent is granted
50-52 QUARRY RD, ERSKINE PARK NSW 2759
2. Industrial or other commercial activities for which Consent is granted
GARBAGE TIP (GE06)
3. Discharge point for which Consent is granted
BOUNDARY TRAP
4. The date for purposes of clause 3.1 is 1 March 2016
5. The period for purposes of clause 3.2 is 24 months
6. The receiving Treatment Plant is ST MARYS Wastewater Treatment Plant / Water Recycling Plant

Consent to Discharge Industrial Trade Wastewater

SCHEDULE 8

NOTICES AND COMMUNICATION ADDRESSES

SYDNEY WATER: MANAGER BUSINESS CUSTOMER DELIVERY
PO Box 399
PARRAMATTA 2150
TEL: 1300 985 227
A.H: (02) 8849 5029

CUSTOMER: ERIC LE PROVOST
REGIONAL MANAGER
CLEANAWAY WASTE MANAGEMENT LTD
PO BOX 804
ST MARYS NSW 1790
TEL: 8602 8705
FAX: 9834 3306

SCHEDULE 9

AUTHORISED OFFICERS

SYDNEY WATER: MANAGER BUSINESS CUSTOMER DELIVERY
PO Box 399
PARRAMATTA 2150
TEL: 1300 985 227
A.H: (02) 8849 5029

Email: businesscustomers@sydneywater.com.au

CUSTOMER: ERIC LE PROVOST
REGIONAL MANAGER
CLEANAWAY WASTE MANAGEMENT LTD
PO BOX 804
ST MARYS NSW 1790
TEL: 8602 8705
FAX: 9834 3306

Email: eric.leprovost@cleanaway.com.au

SCHEDULE 10

NOMINATED REPRESENTATIVES

SYDNEY WATER: MANAGER BUSINESS CUSTOMER DELIVERY
PO Box 399
PARRAMATTA 2150
TEL: 1300 985 227
A.H: (02) 8849 5029

CUSTOMER: CHRIS WATKINS
OPERATIONS MANAGER
CLEANAWAY WASTE MANAGEMENT LTD T/AS
ENVIROGUARD PTY LTD
85-87 QUARRY ROAD
ERSKINE PARK NSW 2759G
TEL: 9834 3411
FAX: 9834 3306

Consent to Discharge Industrial Trade Wastewater

APPENDIX 1 (Example)

SAMPLE ANALYSIS REPORT (COMPOSITE) DISCHARGE METER

Consent Number:	35835		
Company Name:	CLEANAWAY WASTE MANAGEMENT LTD, ENVIROGUARD PTY LTD		
Company Address:	50-52 QUARRY RD, ERSKINE PARK NSW 2759		
Sample Type:	<input type="checkbox"/> 6 (composite, manual time based) Start date: / / <input type="checkbox"/> 7 (composite, manual flow proportional) Finish date: / / <input type="checkbox"/> 8 (composite, automatic time based) Start time: : : am/pm <input type="checkbox"/> 9 (composite, automatic flow proportional) Finish time: : : am/pm		
grabs taken in sample period:	_____	Initial meter reading:	_____ kL
sample intervals min/kL	_____	Final Meter reading:	_____ kL
mL per grab:	_____	Volume discharged:	_____ kL

Laboratory:		
	Acceptance Standard	Measured Units
Substance	Acceptance Standard (mg/L)	Measured Concentration(mg/L)
AMMONIA (AS N)	100	
BIOCHEMICAL OXYGEN DEMAND		
SUSPENDED SOLIDS	600	
BARIUM	5	
NITROGEN	150	
PHOSPHORUS	50	

COPY OF ORIGINAL ANALYTICAL LABORATORY REPORT TO BE ATTACHED
NOTE: LABORATORY REPORT MUST CERTIFY NATA REGISTRATION FOR EACH ANALYSIS

Comments: _____

Customer Signature: _____ Date: ___/___/___

Designation: _____

OFFICE USE ONLY

Sample No:

--	--	--	--	--	--

EMAIL TO:
 businesscustomers.labdata@sydneywater.com.au

Consent to Discharge Industrial Trade Wastewater

APPENDIX 2 (Example)

SAMPLE ANALYSIS REPORT (DISCRETE SAMPLE)

Consent Number:	35835
Company Name:	CLEANAWAY WASTE MANAGEMENT LTD, ENVIROGUARD PTY LTD
Company Address:	50-52 QUARRY RD, ERSKINE PARK NSW 2759

Sample Type: DISCRETE
Date
Time

Laboratory:

Substance	Acceptance Standard (units or mg/L)	Measured Units or Concentration.
pH at start	7 - 10	
pH at finish	7 - 10	

COPY OF ORIGINAL ANALYTICAL LABORATORY REPORT TO BE ATTACHED
NOTE: LABORATORY REPORT MUST CERTIFY NATA REGISTRATION FOR EACH ANALYSIS

Comments: _____

Customer Signature: _____ Date: ___/___/___
Designation: _____

OFFICE USE ONLY

Sample No:

--	--	--	--	--

EMAIL TO:
businesscustomers.labdata@sydneywater.com.au

GENERAL CONDITIONS

Recitals:

- A. Under its Operating Licence, Sydney Water provides sewerage services and treats and disposes of trade wastewater. The objectives of Sydney Water include operating as an efficient business, maximising the net worth of the State's investment and exhibiting a sense of social responsibility by having regard to the interests of the community. Sydney Water has special objectives of reducing risks to human health and preventing degradation of the environment.
- B. Sydney Water is granted licences by the Environment Protection Authority, which are subject to conditions to discharge pollutants. A change to a licence condition may require that variations be made to a consent granted by Sydney Water.
- C. In the conduct of its business operations, Sydney Water must comply with its obligations, duties and responsibilities under the Act and its Operating Licence and the Protection of the Environment Administration Act 1991, the Protection of the Environment Operations Act 1997 and the Protection of the Environment Legislation Amendment Act 2011.
- D. The customer requests that Sydney Water grant consent to the customer for purposes of discharge of trade wastewater from the premises to the sewer.

Sydney Water grants to the customer consent to discharge trade wastewater, subject to the terms and conditions specified in this consent. The customer accepts the consent and agrees to be bound by the terms and conditions of this consent:

1. Definitions and interpretation

1.1 In this consent, unless the contrary intention appears;

Acceptance standards means Sydney Water's published concentration limits for certain substances in trade wastewater.

Act means the Sydney Water Act 1994.

Business Customer Representative means an officer of Sydney Water who is authorised to enter land or buildings for purposes of carrying out his or her duties in relation to Sydney Water's trade wastewater service.

Consent means this consent together with its attached schedules and appendices. Any definitions or standards referred to in this consent but not contained in it are deemed to form a part of this consent with necessary changes being made to accommodate their inclusion.

Authorised officer means:

- with respect to Sydney Water, the person from time to time holding the position pertained in schedule 9 or such other person or position as may be nominated by Sydney Water from time to time;
- with respect to the customer, the person identified, and includes the details specified, in schedule 9 or as may be notified to Sydney Water by the customer from time to time.

Breach means any contravention of or non-compliance with a term, condition or provision of this consent or the Act.

Chargeable trade waste mass means the mass of a pollutant subject to quality or critical substance charges.

Composite sample means a sample of trade wastewater obtained by combining equal volumes at either equal time or flow intervals.

Critical mass charge means the charge applied to some critical and over capacity substances as calculated in accordance with the provisions set out in schedule 3.

Critical substance means a substance determined to be critical and notified from time to time by Sydney Water.

Customer means the party or parties (except Sydney Water) who executes or execute this consent.

Daily mass means the mass of a substance discharged during a 24-hour period.

Default notice means a notice issued in accordance with clause 8.1.

Domestic concentration means the concentration of a pollutant deemed by Sydney Water to be equivalent to that found in domestic wastewater.

Domestic wastewater means water which has in it human faecal matter, urine or refuse of any type produced in, and which is permitted to be discharged to a Sydney Water sewer from, any premises used exclusively for residential purposes.

Environment Protection Authority means the statutory authority established under section 15 of the Protection of the Environment Administration Act 1991

Equivalent domestic mass means the mass of a substance that would be expected in the trade wastewater if it were at domestic concentration.

Flow weighted charge means the portion of a substance's charge for a billing period that is attributed to any sample collected in accordance with schedule 2 or, if such sample is required but is not collected, then fixed by Sydney Water in accordance with schedule 2.

Flow weighting factor means a factor used to determine charges as described in schedule 3.

Long term average daily mass means, for each pollutant, the figure listed in schedule 1 and used to determine critical mass charges as described in schedule 3.

Lower explosive limit means the minimum concentration of flammable and/or explosive substances that would result in a fire or explosion.

Mass discharged means the mass of a pollutant discharged on a sample day and is measured by multiplying the composite sample concentration by

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the trade wastewater discharge for that sample day.

Maximum daily mass means the greatest mass of a substance permitted for discharge within a 24-hour period.

Over capacity means the status of a substance as determined in accordance with Sydney Water's Trade Waste Policy, 2007.

Over capacity substance means a substance determined to be over capacity and notified from time to time by Sydney Water.

Premises means the land, plant and buildings described and specified in paragraph 1 of schedule 7, on or in which the customer carries on industrial or other commercial activities specified in paragraph 2 of schedule 7.

Quality charge means a pollutant charge applied to trade waste discharges based on the mass of each pollutant discharged to sewer.

Regulator means any statutory authority, which may grant permission, authority or licence to Sydney Water to operate the sewer or treat or dispose of sewage treatment by-products.

Residual products means biosolids, re-use water or such other product intended for re-use as may be developed by Sydney Water from time to time.

Risk index means a ranking applied to the consent by Sydney Water to describe the relative risk of accepting the trade wastewater. Determination of the risk index will be based on the methodology determined from time to time by Sydney Water, or as may be necessary in the opinion of Sydney Water to take into account particular circumstances. The risk index is used to determine, among other things, the amount of self-monitoring required, the number of inspections to be performed by Sydney Water, the annual consent fee and the term of the consent.

Sewer means the sewerage service of Sydney Water, including the sewage treatment plant, discharge to which is facilitated by a discharge point situated on the premises and specified in item 3 of schedule 7.

Significant breach means any breach of a nature outlined at clause 15.2. Such breaches may result in immediate suspension or termination of the consent.

Standard mass charging rate means the charge per kilogram for substances as defined in schedule 3.

Sydney Water means Sydney Water Corporation.

Responsibilities of connected customers policy means Sydney Water's policy detailing the conditions under which Sydney Water will agree to accept trade wastewater to sewer.

Trade wastewater means any liquid and any substance in it that is produced in an industrial or commercial activity at the premises and

discharged into the sewer, but does not include domestic wastewater.

Trade waste residue means any substance separated and retained, from trade wastewater being discharged into the sewer.

- 1.2 In this consent, unless the contrary intention appears:
- (a) A reference to an Act or any delegated legislation or instrument made under an Act includes any other Act delegated legislation or instrument as may amend or replace any of them.
 - (b) A reference to a word or expression
 - (i) in the singular form includes a reference to the word or expression in the plural form; and
 - (ii) in the plural form includes a reference to the word or expression in the singular form.
 - (c) A reference to a party or a natural person includes a reference to a corporation.
 - (d) A word or expression that indicates one or more particular genders is taken to indicate every other gender.
 - (e) Headings to clauses and paragraphs are included in this consent to assist understanding of its terms and conditions but are not intended to affect the meaning or application of any term or condition.
 - (f) A reference to a clause, schedule or appendix is a reference to a clause of or schedule or appendix to this consent and any such schedule or appendix is a part of this consent.
- 1.3 Remedies available to the parties under this consent;
- (a) are cumulative; and
 - (b) do not prejudice or affect any other remedy available to the parties.
- 1.4 No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this consent or any part of it.
- 2. Application of certain statutes and laws**
- 2.1 This consent is made under and is subject to the provisions of the Act.
- 2.2 This consent is governed by and will be performed according to the law applicable in the State of New South Wales.
- 2.3 Subject to the terms and conditions of this consent the customer has lawful authority to dispose of trade wastewater for purposes of;
- (i) Section 115 of the Protection of the Environment Operations Act 1997; and
 - (ii) Section 49 of the Act; and

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3. Commencement and term of consent

- 3.1 This consent commences on the date specified in paragraph 4 of schedule 7.
- 3.2 This consent will, unless terminated or renewed in accordance with this consent, continue for the period specified in item 5 of schedule 7.

4. Discharge of trade wastewater into sewer

- 4.1 The customer may discharge trade wastewater from the premises into the sewer in accordance with the provisions of schedule 1 and schedule 4.
- 4.2 The customer must not discharge trade wastewater from the premises into the sewer contrary to the provisions of schedule 1 and schedule 4.
- 4.3 The customer indemnifies Sydney Water against all damages, losses, costs or expenses suffered or incurred by Sydney Water, caused by any unauthorised discharge from the premises in respect of:
- (a) injury (including death) or harm to any person; or
 - (b) damage to property vested in Sydney Water; or
 - (c) contamination of residual products; or
 - (d) material harm to any sewage treatment process
- provided that the said damages, losses, costs or expenses suffered or incurred by Sydney Water are caused by any unauthorised discharge of trade wastewater or other matter into the sewer by the customer which is in breach of this consent or by any other person from the customer's premises, except to the extent to which the damages, losses, costs or expenses (as the case may be) were caused by either the negligent or wilful act or omission of Sydney Water or a breach of this consent by Sydney Water.
- 4.4 The customer must take all precautions reasonably practicable to ensure that no person, other than a person acting for or on behalf of or with the consent of the customer, discharges any matter from the premises into the sewer.
- 4.5 For purposes of this consent, every discharge of matter from the premises into the sewer will be taken to have been a discharge by a person acting for or on behalf of, or with the consent of, the customer.

5. Charges

- 5.1 The customer must pay Sydney Water charges with respect to trade wastewater discharged to the sewer, the administration of this consent and, when applicable, the processing of grease trap waste determined in accordance with, and within the time and in the manner specified in schedule 3.
- 5.2 Sydney Water may vary the basis of charges or the charging rates in schedule 3;
- (a) as and when determined by the Independent Pricing and Regulatory Tribunal of New South Wales (IPART); or
 - (b) by written consent with the customer.

6. Inspections

- 6.1 A Business Customer Representative may enter the premises at any time;
- (a) for purposes of inspecting whether the activities of the customer are being conducted in accordance with this consent; or
 - (b) for the purposes described in Section 38 of the Act or exercising any right or function conferred on Sydney Water under this consent.

This clause does not limit Sydney Water's statutory powers of entry.

- 6.2 When exercising rights under clause 6.1;
- (a) a Business Customer Representative must not cause any delay or inconvenience to the efficient conduct of business activities by the customer which could be reasonably avoided; and
 - (b) except for any relevant safety precautions, a Business Customer Representative must not be impeded or delayed by any person on the premises.
- 6.3 If, in the opinion of Sydney Water, it is necessary for a Business Customer Representative to exercise rights under clause 6.1, the customer will make payment in accordance with the provisions of schedule 3.

7. Inquiries

- 7.1 Sydney Water may convene and determine the terms of reference of a joint inquiry about the circumstances relating to an incident that may have caused a breach.
- 7.2 An inquiry under clause 7.1 is to be conducted informally and without legal representation for purposes of gathering information about an incident directly from any person who may be expected to know, from his or her own observations, about the circumstances relating to the incident.
- 7.3 An inquiry under clause 7.1 may be conducted irrespective of whether the incident, the subject of the inquiry, is also the subject of a default notice.
- 7.4 Before conducting an inquiry under clause 7.1, the customer and Sydney Water may agree about what action, if any (except any action pursuant to a statutory obligation), may be taken with respect to any information that may be gathered during the inquiry.

8. Default procedures

- 8.1 If, in the opinion of Sydney Water, the customer commits, causes or allows a breach to occur, Sydney Water may issue to the customer a default notice.
- 8.2 A default notice must;
- (a) provide any relevant particular of the breach alleged by Sydney Water, including any particular known to Sydney Water that may assist the customer to ascertain the alleged breach; and

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- (b) specify that the customer must provide a response in writing to Sydney Water within seven days of receipt of the notice.
- 8.3 A default notice is not invalid merely because it does not provide a particular that may assist the customer to ascertain the alleged breach.
- 8.4 Any supply to the customer by Sydney Water of particulars under clause 8.7(a) is taken, for purposes of clause 8.5, to be a default notice under clause 8.1.
- 8.5 The customer must supply to Sydney Water a written response to a default notice within seven days of receipt of the default notice which must;
- (a) request further particulars of the alleged breach; or
- (b) describe or explain the circumstances causing;
- (i) the event which appeared to Sydney Water to be a breach; or
- (ii) the breach to occur; and
- (c) describe any action taken with respect to the alleged breach; and
- (d) provide a plan of action to be taken by the customer to avoid the occurrence of any incident similar to the alleged breach; or
- (e) explain the reasons of the customer for disputing the alleged breach.
- 8.6 The customer may make one request only for particulars under clause 8.5(a) with respect to a default notice.
- 8.7 When the customer responds in writing to Sydney Water in accordance with clause 8.5, Sydney Water must within seven days of receipt of that response either;
- (a) with respect to clause 8.5(a), provide in writing to the customer any further particulars that it may be able to provide in which case the customer shall be allowed a further seven days from receipt of those particulars to respond as required by clause 8.5(b)
- (b) specify to what extent it accepts, rejects or disagrees with the response under 8.5(b) and provide details of any action it proposes to take (including any special requirements it may impose) to deal with the breach.
- 8.8 The issue by Sydney Water of a default notice is without prejudice to any right or power Sydney Water may have pursuant to this consent or conferred on it by statute or statutory rule.
- 9. Improvement program**
- 9.1 The customer must, at its own expense, establish and carry out the improvement program specified in, and in accordance with the provisions of, schedule 4.
- 9.2 If, prior to any failure to comply, the customer notifies Sydney Water that it may not be able to comply with any obligation under clause 9.1, Sydney Water will consider any reasonable proposal of the customer to vary a term or condition of the improvement program.
- 10. Diligence program**
- 10.1 Within six months of the making of this consent, the customer must give a notice to Sydney Water specifying a current diligence program.
- 10.2 For purposes of clause 10.1, a diligence program includes a plan, whereby the customer demonstrates that the management of the customer is exercising reasonable care in planning and taking appropriate action, to prevent or minimise the effects of any incident that may constitute a breach.
- 11. Suspension or termination of consent to discharge trade wastewater**
- 11.1 Sydney Water may suspend the consent granted in clause 4.1 if;
- (a) the customer does not comply with clause 8.5, 9.1, 12.1, 12.2 or notice of the suspension is given to the customer; or
- (b) Sydney Water is for any reason specified in clause 11.2 unable to accept for treatment trade wastewater that may be discharged by the customer.
- 11.2 Sydney Water may, by a notice given to the customer, suspend the consent granted in clause 4.1 if, in the reasonable opinion of Sydney Water;
- (a) an emergency prevents the sewer from accepting any or certain specified categories of trade wastewater that may be discharged by the customer; or
- (b) an event has occurred, which could have an adverse effect on any employee or agent of or contractor to Sydney Water or the sewer, including any biological process.
- whether the emergency or event is caused by fire, storm, tempest, flood, malicious damage, act of war, civil disobedience, explosion, earthquake or an act or omission of an employee, or agent of, or contractor to Sydney Water, or an unlawful discharge of matter into the sewer, or some other cause.
- 11.3 The period of any notice of suspension given under clause 11.2 will be no shorter than any period, which in the opinion of Sydney Water the circumstances dictate.
- 11.4 The customer must comply with any notice under clause 11.1 or 11.2 subject only to any delay that may be required to safeguard the health or life of any person.
- 11.5 Any suspension under clause 11.1 or 11.2 must not be for a period longer than, in the opinion of Sydney Water, the circumstances dictate.
- 11.6 If the customer does not cease discharging trade wastewater in accordance with a notice given under clause 11.1 or 11.2 and Sydney Water is of the opinion that the customer is not taking appropriate measures to stop the discharge, a Business Customer Representative may, with such other persons as he or she may think necessary, enter the premises and take such

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measures as he or she may think necessary to stop the discharge.

- 11.7 A suspension under clause 11.1 or 11.2 or any action that may be taken in accordance with clause 11.6 does not give rise to any remedy to the customer against Sydney Water for, or in respect of, the suspension or action.
- 11.8 Any costs incurred by Sydney Water with regard to taking action under clause 11.6 is a debt payable to Sydney Water by the customer on demand made by Sydney Water.
- 11.9 Sydney Water may suspend the consent granted in clause 4.1 if, the discharge of trade wastewater by the customer in accordance with the consent granted under clause 4.1, by itself or in conjunction with the discharges of other persons is likely, in the opinion of Sydney Water, to cause Sydney Water to contravene any legislation, permission, authority or licence granted by a regulator, or any other regulatory authority.
- 11.10 Any suspension under clause 11.9 must be terminated as soon as Sydney Water is reasonably satisfied that the conditions giving rise to the suspension no longer exist.
- 11.11 If the customer and Sydney Water cannot agree in accordance with clause 11.10, they will initiate and attend discussions with the regulator to resolve any relevant matter.
- 11.12 If, after discussions under clause 11.11 the customer and Sydney Water fail to agree in accordance with clause 11.10, the consent granted in clause 4.1 may be terminated by Sydney Water.
- 11.13 Without limitation of the effect of any other clause in this consent, Sydney Water may terminate or suspend the customer's permission to discharge trade wastewater immediately by written notice to the customer, if in the opinion of Sydney Water the customer's discharge of trade wastewater is in breach of this consent and is likely to cause;
- (a) Sydney Water's contravention of the condition of any licence issued to it by the EPA; or
 - (b) the failure to meet a product specification of any of Sydney Water's residual products.
 - (c) Sydney Water to breach or fail to comply with any legislation.
- 11.14 A suspension under clause 11.9 or 11.13 in accordance with the terms of this consent or a termination under clause 11.12 or 11.13 in accordance with the terms of this consent does not give rise to any remedy to the customer against Sydney Water for or in respect of the suspension or termination.
- 11.15 Without limitation of the effect on any other clause in this consent, Sydney Water may terminate or suspend the customer's consent to discharge trade wastewater immediately by written notice served on the customer in accordance with Section 100 of the Act, on the occurrence of any one of the following events;

- (a) The customer fails to pay to Sydney Water any amount due and payable under this consent within twenty-one days of the due date for payment and such payment is not made within fourteen days of a written request from Sydney Water to do so.
- (b) The customer is in breach of the consent and is unable or unwilling to remedy the breach of consent as required by Sydney Water.

The customer acknowledges and agrees that if, following the termination of the consent, it continues to discharge trade wastewater into the sewer, a Business Customer Representative may enter the customer's premises and take all reasonable necessary steps to stop the customer's continued discharge of trade wastewater to the sewer. The right of entry conferred by this clause is in addition to, and not in substitution for, any power of entry conferred on Sydney Water by the Act.

12. Supply of information

- 12.1 Any information supplied by the customer to Sydney Water for purposes of making this consent or for any purpose of this consent must as far as reasonably possible be a true and complete disclosure by the customer for purposes of enabling Sydney Water to;
- (a) determine whether to grant the consent in clause 4.1; and
 - (b) determine whether there has been any breach of this consent.
- 12.2 The customer must not, in or in connection with a document supplied to Sydney Water for purposes of making this consent or for any purpose of this consent, furnish information, which is false or misleading in a material particular with regard to the trade wastewater to be discharged to the sewer.
- 12.3 Sydney Water must not disclose any confidential information obtained in connection with the administration or execution of this consent, unless that disclosure is made;
- (a) with the consent in writing of the customer
 - (b) with other lawful excuse.

13. Sampling

- 13.1 For purposes of this consent, schedule 2 specifies sampling and analysis criteria, flow rates and volume determinations of trade wastewater to be discharged or discharged under clause 4.1.
- 13.2 A Business Customer Representative may take as many samples of trade wastewater at any point in any production process or storage facility, or at any other point on the premises, as he or she thinks fit.
- 13.3 The customer must comply with the provisions of schedule 2.

14. Apparatus, plant and equipment for recording or treating trade wastewater

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- 14.1 The customer must, at its own cost, provide, operate and maintain in an effective and efficient working order, the apparatus, plant and equipment described in schedule 5 for purposes of regulating, treating, determining and measuring the quality, quantity and rate of discharge of trade wastewater under clause 4.1.
- 14.2 Sydney Water may require the customer to use its discretion to formulate and take such additional actions as may be appropriate to achieve the objects which, in the opinion of Sydney Water, are necessary for the customer to regulate, treat, determine or measure trade wastewater for purposes of discharge under clause 4.1.
- 14.3 The customer must, at its own costs, maintain records in such manner as may be required by Sydney Water, of all measurements, sampling and results obtained in the course of treatment and discharge of trade wastewater under clause 4.1.
- 14.4 The customer must submit to Sydney Water documents containing records of results specified in schedule 2.
- 14.5 The customer must maintain records of particulars and dates of cleaning and maintaining all apparatus, plant and equipment described in schedule 5 and particulars, dates and method of disposal of trade waste residue from such apparatus, plant and equipment.
- 14.6 The customer acknowledges that Sydney Water does not approve or warrant that any apparatus, plant or equipment used by the customer is sufficient for purposes of processing or treating trade wastewater for discharge under clause 4.1.
- 15. Variation and renewal of consent**
- 15.1 Before varying, substituting or adding any process conducted or to be conducted on the premises that may cause the volume, rate or quality of wastewater discharged to change from that agreed under schedule 1 and schedule 4, the customer shall give Sydney Water not less than 14 days written notice of its intention. Any variation, substitution or addition shall only be conducted after receipt of written approval to same and subject to any conditions (including any requirement to vary the terms of this consent) that Sydney Water may impose.
- 15.2 Sydney Water may vary the terms of this consent where:
- (a) Sydney Water alleges a single significant breach or three breaches of the same nature, to have occurred in a six month period; or
 - (b) in the opinion of Sydney Water, a substantial or material part of any plan of action under clause 8.5(d) may not be completed for a period exceeding 90 days; or
 - (c) the customer gives Sydney Water notice under clause 15.1.
- For the purposes of this clause and without limitation, the following circumstances shall be regarded as being a single significant breach:
- (i) an activity or event that could adversely affect; the health and safety of any employee, agent or contractor to Sydney Water, the integrity of Sydney Water assets or the viability of any of Sydney Water's treatment processes or products; or
 - (ii) failure to achieve effluent improvement program milestone; or
 - (iii) failure to install pre-treatment; or
 - (iv) by-pass pre-treatment and/or installation of equipment that facilitates by-pass of pre-treatment; or
 - (v) flow-meter turned off or bypassed.
- 15.3 A renewal of this consent may be initiated by the customer:
- (a) not less than two months before the date of expiration of this consent, and
 - (b) not more than six months before the date of expiration of this consent.
- 15.4 If this consent remains current immediately prior to the expiration of the term detailed in 3.2, or any subsequent terms renewed in accordance with this clause, and:
- (a) the customer has not given notice in accordance with clause 20.1 of this consent and;
 - (b) Sydney Water has not given to the customer at least 30 days' notice prior to the expiration of this consent, of its intention to permit the consent to expire in accordance with clause 3.2
- Then this consent shall be deemed to be renewed immediately following its expiration, for a further period of six months.
- 15.5 Any amended schedules that Sydney Water prepares in response to a variation or renewal will be taken to be incorporated into this consent;
- (a) on execution by the customer; or
 - (b) after 14 days of receipt by the customer of the notice of the variation or renewal.
- 15.6 The notification of alterations to the critical status of any pollutants does not constitute a variation.
- 16. Disposal of trade waste residue**
- The customer must not dispose of any trade waste residue, except in accordance with the requirements of the EPA.
- 17. Disposal of grease trap wastes**
- The customer must not dispose of grease trap wastes other than in accordance with Sydney Water's 'Wastesafe' Management System.
- 18. This consent comprises all applicable terms and conditions**
- 18.1 The provisions of this consent comprise all of the applicable terms and conditions between the parties.

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18.2 It is declared by the parties that no further or other promises or provisions are, or will be claimed to be implied, or to arise between the parties by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by any party (or its agent) to another, on or prior to the execution of this deed, and the existence of any such implication or collateral or other agreement, is hereby negated by the parties.

18.3 Clauses 18.1 and 18.2 do not prejudice the ability of the parties to vary or amend this consent in accordance with the provisions of this consent or by a further consent in writing.

19. No transfer or assignment

The customer cannot transfer or assign the consent granted in clause 4.1 nor any other right or obligation the customer has or may have under this consent, without the prior consent in writing of Sydney Water.

20. Termination of consent by customer

20.1 Termination of this consent may be effected by the customer upon the giving of at least 30 days' notice in writing to Sydney Water. The notice must state the date on which this consent terminates.

20.2 The customer is bound by the provisions of this consent with regard to any discharge of trade wastewater into the sewer from the premises, including the payment of charges under clause 5.1, from the commencement of this consent until its termination.

20.3 Notwithstanding provisions contained elsewhere in this consent the parties may terminate this consent in writing by mutual agreement provided the parties enter into a further trade waste consent immediately following termination of this consent.

21. Notices and communications

21.1 A notice or communication under this consent must be in writing.

21.2 For purposes of clause 21.1, a notice or communication may;

- (a) be left at the address of the addressee; or
- (b) be sent by prepaid ordinary post to the address of the addressee; or
- (c) sent by facsimile transmission to the facsimile number of the addressee
- (d) sent by email to the email address of the addressee

as specified in schedule 8 or such other address as may be notified by the addressee to the other party.

21.3 Unless a later time is specified in it, a notice or communication takes effect from the time it is received.

21.4 Unless the contrary is shown, for purposes of clause 21.3, if a notice or communication is;

- (a) a letter sent by pre-paid post, it will be taken to have been received on the third day after posting; or
- (b) a facsimile, it will be taken to have been received on receipt by the sender, of the written or oral advice of the addressee that the whole of the facsimile transmission has been received by the addressee in a form that is legible.

22. Miscellaneous

Each party must act in good faith in the implementation of this consent and, without limiting the scope of this obligation, must also seek to resolve any difference or dispute between them as to the consent in good faith.

23. Entire consent

This consent constitutes the entire agreement between the parties in relation to its subject matter. No understanding, arrangement or provision not expressly set out in this consent will bind the parties. Accordingly all correspondence, negotiations and other communications between the parties in relation to the subject matter of this consent that precede this consent are superseded by and merged in it.

Note: This consent has no effect until it is executed for and on behalf of Sydney Water Corporation.

Contact Us

To find out more visit
sydneywater.com.au
or call 13 20 92

Postal address

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Parramatta NSW 2124

Sydney Water
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