

Varied Enforceable Undertaking to the Natural Resources Access Regulator

PGH Bricks & Pavers Pty Limited ACN 168 794 821

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Parties to the Varied Enforceable Undertaking

Date ■ 16 March 2023

Parties

Name	Natural Resources Access Regulator
Short form name	NRAR
Notice details	Locked Bag 5022, Parramatta NSW 2151 Email: lisa.stockley@nrar.nsw.gov.au Attention: Grant Barnes, Chief Regulatory Officer

Name	PGH Bricks & Pavers Pty Limited ACN 168 794 821
Short form name	PGH
Notice details	Triniti 3, Level 5, 39 Delhi Road, North Ryde NSW 2113 Email: narancia@csr.com.au Attention: Nelma Arancia

Background

- A This document outlines further variations to an enforceable undertaking from PGH originally accepted by NRAR on 3 June 2020 (**Original EU**) which was varied on 23 November 2020 (**2020 Varied EU**).
- B NRAR, the State's water regulator, is responsible for compliance and enforcement of natural resources management legislation in New South Wales including the *Water Management Act 2000* (**WM Act**).
- C Section 336E of the WM Act enables the NRAR to accept enforceable undertakings from parties alleged to have breached the WM Act.
- D In 2015 PGH acquired the mothballed brick plant on and Lots 1-3 DP 1278780, and Lots 55-56 DP 3050 in the suburb of Badgerys Creek within the Liverpool Local Government Area (**Badgerys Creek Site**). The Badgerys Creek Site was established in accordance with a development consent granted on 30 September 1979 and modified by DA 764/2009 granted by Liverpool City Council, which commenced on 31 March 2009.
- E The Badgerys Creek Site covers an area of approximately 200 hectares and has previously been used for quarrying of local claystone for brick production, which ceased in March 2012.
- F The Badgerys Creek Site includes three disused quarry pits, known as Pits 1, 2 and 3, all of which previously stored intercepted rainfall runoff water, as shown on Annexure 4.
- G PGH originally entered into an agreement with Western Sydney Airport Corporation (**WSA**) for the purposes of the Original EU for the supply to, and transfer of, stored water by WSA from the Badgerys Creek Site to be utilised by WSA off site.
- H The agreement between PGH and WSA was superseded by an agreement between PGH and WSA's contractor AeroWest JV (ABN 95 840 566 147) (**AeroWest JV**). The letter in **Annexure 1** dated 17 November 2022 details the new agreement. AeroWest JV is an unincorporated joint venture comprising B.M.D. Constructions Pty Limited (ABN 59 010 126 100), and Seymour Whyte Constructions Pty Ltd (ABN 48 105 493 187).
- I Apart from an aquifer water access license held by Boral Bricks Pty Limited authorising the take of groundwater at the Badgerys Creek Site (access licence 24346), no surface water licences are held by any person or entity in relation to the Badgerys Creek Site. As such, PGH did not account for rainfall runoff captured in quarry pits at any stage prior to the Original EU being accepted.
- J NRAR alleged that PGH did not hold surface water access licences and further alleged that PGH is not exempt from a requirement for a surface water access licence at the Badgerys Creek Site. As such, NRAR alleged PGH took water in contravention of section 60A of the WM Act by capturing water in the quarry pits between 2015 and the date when the Original EU was executed on 3 June 2020.
- K PGH acknowledges NRAR's allegations in relation to the matter, including that the allegations concern a contravention of section 60A of the WM Act over an extended period, and undertakes to continue to carry out the commitments and preventative measures set out in this undertaking.
- L The Original EU was varied on 23 November 2020 as described in the 2020 Varied EU (**Annexure 2**) when NRAR agreed to an extension of timeframes for PGH to complete certain works at the Badgerys Creek Site.
- M During the latter months of 2022, PGH approached NRAR requesting consideration of a

range of amendments to the 2020 Varied EU including replacing WSA with a third party contractor AeroWest JV, and adding a list of PGH reporting obligations as detailed in **Annexure 3**.

N In January 2023, PGH provided updated information to NRAR requesting consideration of a recommendation to discharge stored pit water to South Creek and Badgerys Creek over a prolonged period until 2026 in line with approvals from other NSW government agencies, PGH committed to continue with the undertakings of the 2020 Varied EU, and NRAR agreed to change some timeframes associated with compliance reporting.

Varied Undertakings

1.1 Varied Undertakings

Under section 336E of the WM Act, PGH has offered and NRAR has accepted the following varied undertakings as amended from the Original EU and the 2020 Varied EU.

1.2 Surface Water Management and Monitoring

PGH acknowledges:

- (a) that the allegations of non-compliance relate to surface water at the Badgerys Creek Site only, and that the allegations do not extend to (or include) alleged non-compliance relating to groundwater take or use;
- (b) any other water take not contemplated by Clause 1.2 must be licenced under the *Water Management Act 2000*; and
- (c) timeframes within Clause 1.2 may be varied with the written agreement of NRAR.

PGH undertakes to:

- (d) (until the date the removal of water from the Badgerys Creek Site is complete, and PGH can commence rehabilitation) continue to maintain the measures implemented at the Badgerys Creek Site to prevent, to the maximum extent which is practically possible using reasonable and feasible engineering methods, surface water in the form of rainfall runoff from entering Pits 1 to 3 during the term of this varied enforceable undertaking
- (e) ensure adequate monitoring equipment, including water flow meters that comply with the metering equipment standards set out in Part 10 Division 3 of the *Water Management (General) Regulation 2018*, is installed and maintained (or otherwise available to PGH) to measure the daily volume of water transferred out of Pit 1, and any other pit, prior to any water being transferred offsite
- (f) record, or be provided, in an electronic format, the daily volumes of water so transferred in accordance with Clause 1.2(e);
- (g) provide a copy of water monitoring data collected under Clause 1.2(f) to NRAR:
 - (i) in accordance with **Annexure 3**; and
 - (ii) within 7 business days if requested in writing by the NRAR (from time to time)
- (h) obtain all necessary water access licences to account for the transfer or removal of surface water from the Badgerys Creek Site in excess of 1200 megalitres, being the

combined volume of water agreed to be stored in Pits 1-3 as at 26 March 2020, should this occur.

1.3 Supply of water to external premises

PGH undertakes to:

- (a) only supply water stored in Pit 1 on the Badgerys Creek Site to AeroWest JV without charge in accordance with Annexure 1 of this varied undertaking and PGH's written agreement with that entity (as may be varied from time to time);
- (b) not to supply the water stored on the Badgerys Creek Site in Pit 1 or any other pit to any other person or entity other than as identified at Clause 1.2(a).

1.4 Reporting compliance

- (a) PGH will provide written reports to NRAR in accordance with the terms and timings outlined in **Annexure 3**, unless agreed otherwise between the parties.

1.5 Acknowledgements

(a) PGH makes the following acknowledgments:

- (i) the NRAR will make this varied undertaking public by placing a copy of the executed varied undertaking on the NRAR public register;
- (ii) this varied undertaking does not affect NRAR's power to investigate a contravention arising from future conduct or to pursue a criminal prosecution in respect of future conduct, or to lay charges or exercise other civil or regulatory powers under the NRAR Act or WM Act;
- (iii) this undertaking does not affect the rights or remedies available to any other person or entity, nor does it affect any statutory obligation under the WM Act;
- (iv) no expenditure commitments made by PGH in this undertaking may be claimed as tax deductions;
- (v) this varied undertaking has no operative force until formally accepted by NRAR and written notice of the decision (including reasons for the decision) are provided to PGH in accordance with section 336F of the WM Act;
- (vi) this varied undertaking may only be withdrawn or varied with the written consent of the NRAR in accordance with the WM Act;
- (vii) this varied undertaking, as it may be further varied from time to time, will remain in force until completed or withdrawn in accordance with the WM Act; and
- (viii) the NRAR may take this varied undertaking into account in regulatory matters under the WM Act.

1.6 Limits of action

- (a) NRAR acknowledges that the alleged non-compliance relates to surface water at the Badgerys Creek Site only, and that the allegations do not extend to (or include) alleged non-compliance with groundwater take or use;

- (b) NRAR and PGH have mutually agreed that, in light of PGH having entered into this undertaking and the commitments contained herein, the NRAR will take no further enforcement action in relation to the allegations outlined above; and
- (c) PGH acknowledges that NRAR is not barred from future enforcement or other actions arising as a result of any future contraventions or incidents, including with respect to the enforcement of this undertaking.

As a result of this

agreement, NRAR will

Signing Page

Executed as a Varied Undertaking

Company

Executed by **PGH Bricks & Pavers Pty Limited ACN 168 794 821**, pursuant to section 127(1) of the *Corporations Act 2001* by authority of its directors

Signature of director:

 Sara-Ann Lomi

Name of director (print)

Date: **Select date** 21 March 2023

 Jillian Irene Hardiman

~~Signature of director/company secretary~~

~~[delete as appropriate or delete this section if this is a sole director company]:~~

~~Name of director/company secretary:~~

~~**Enter director's or company secretary's given name and family name here**~~

Date: **Select date** 21 March 2023

For the Minister for Lands and Water

Signature:

Accepted by the Minister or his/her delegate pursuant to section 336E of the WM Act:

Delegate name: **Grant Barnes**

Delegate title: **Chief Regulatory officer**

Natural Resources Access Regulator
(By delegation)

Date: **Select date**

Annexure 1 – AeroWest letter

Reference No: AWJV-00050-SC-LET-000001

17 November 2022

Alex Bowlay
Senior Investigator
Natural Resources Access Regulator
Department of Industry NSW

Email: alex.bowlay@nrar.nsw.gov.au

Dear Sir,

Proposal for water extraction for Western Sydney Airport Construction Activities – Lot 1 DP1278780 and Lot 2 DP1278780 Works undertaken by AeroWest JV.

AeroWest (ABN 95 840 566 147), is an unincorporated joint venture comprising B.M.D. Constructions Pty Limited (ABN 59 010 126 100) and Seymour Whyte Constructions Pty Ltd (ABN 48 105 493 187). AeroWest is undertaking construction activities for the Western Sydney Airport Co limited (WSA Co). WSA Co is a Commonwealth Government business enterprise established to develop and operate Western Sydney International (Nancy-Bird Walton) Airport (Western Sydney International).

AeroWest is currently undertaking construction activities for WSA as part of the Airport development and requires water for its construction activities. AeroWest will undertake its work on Commonwealth owned land. It is proposed to extract water from the property comprising of Lot 1 and 2 on DP1278780 which contains an old quarry filled with water, the property is owned by PGH Bricks & Pavers Pty Limited (PGH).

AeroWest and PGH are proposing to enter into an agreement similar to the previous agreement between WSA and PGH which would enable AeroWest to have a right to access over PGH's property to extract the water from within the old quarry. The parties' execution of the agreement is subject to PGH being able to lawfully provide the water to AeroWest for its construction activities.

If you have any queries regarding the proposed activities of AeroWest with the Western Sydney Airport or the proposed Agreement with PGH, please do not hesitate to contact me.

Your sincerely,

A handwritten signature in blue ink, appearing to read 'Chris Bentley', is written over a faint circular stamp.

Chris Bentley

AeroWest's Representative

Annexure 2 – 2020 Varied EU



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Details

Date

Parties

Name **Natural Resources Access Regulator**
Short form name **NRAR**
Notice details Level 11, 2-10 Valentine Avenue Parramatta NSW 2150
Email: kirsty.ruddock@nrar.nsw.gov.au
Attention: Grant Barnes, Chief Regulatory Officer

Name **PGH Bricks & Pavers Pty Limited** ACN 168 794 821
Short form name **PGH**
Notice details Triniti 3, Level 5, 39 Delhi Road, North Ryde NSW 2113
Email: dschroeder@csr.com.au
Attention: Debbie Schroeder

Background

- A The Natural Resources Access Regulator (**NRAR**), created by the *Natural Resources Access Regulator Act 2017* (NSW) (**NRAR Act**), is the regulator responsible for compliance and enforcement measures for natural resources management legislation in New South Wales. It has responsibility for compliance and enforcement of the specified functions of the Minister administering the *Water Management Act 2000* (**WM Act**) as specified in Schedule 2 of the NRAR Act.
- B Section 336E of the WM Act (read with section 11 of the NRAR Act) empowers the NRAR to accept enforceable undertakings from parties alleged to have breached the WM Act.
- C In 2015 PGH Bricks & Pavers Pty Limited (ACN 168 794 821) (**PGH**) acquired the mothballed brick plant on Lot 1 DP 373863 and Lots 1-2 DP 1035249, Lot 1 DP 981161 and Lots 54-59 DP 3050 in the suburb of Badgerys Creek within the Liverpool Local Government Area (**LGA**), (**Badgerys Creek Site**). The Badgerys Creek Site was established in accordance with the development consent granted on 30 September 1979 and modified by DA 764/2009 granted by Liverpool City Council, which commenced on 31 March 2009 (**Consent**).
- D The Badgerys Creek Site covers an area of approximately 200 hectares and has previously been used for quarrying of local claystone for brick production, which ceased in March 2012. Existing features of the Badgerys Creek Site include a number of quarry pits that capture surface water around the brick plant and contain stored water.
- E Existing features of the Badgerys Creek Site include two completed quarry pits (known as Pits 1 and 2), and an active quarry pit (known as Pit 3), all of which contain stored water as described in D above.
- F PGH has entered into an agreement with Western Sydney Airport Corporation, being a proposal for the supply to and transfer of stored water by Western Sydney Airport Corporation from the Badgerys Creek Site to be utilised by Western Sydney Airport Corporation off site.
- G Boral Bricks Pty Limited holds an aquifer water access license authorising the take of groundwater at the Badgerys Creek Site (WAL 24346). There are currently no surface water licences held by any person or entity in relation to the Badgerys Creek Site. As such, PGH has not accounted for rainfall runoff captured in quarry pits at any stage in relation to its obligations under the **WM Act** since it acquired the Badgerys Creek Site.

H The NRAR alleges that PGH does not hold sufficient surface water access licences and further alleges that PGH is not exempt under the WM Act from taking surface water at the Badgerys Creek Site. As such, the NRAR alleges PGH took water in contravention of s 60A of the WM Act by capturing water in the quarry pits between 2015 and the present time.

PGH acknowledges the NRAR's allegations in relation to the above matter, including that the allegations concern a contravention of s 60A of the WM Act over an extended period, and undertakes to carry out the commitments and preventative measures set out in this undertaking.

J PGH has offered the commitments set out in this undertaking.

K In the absence of published guidelines for an undertaking under the WM Act, this undertaking has been prepared in consideration of the requirements for an undertaking contained in the EPA's Guidelines on Enforceable Undertakings (2017).

L This Enforceable Undertaking was varied on 23 November 2020 with the consent of the NRAR for the purpose of extending the date for implementing the measures described in 1.2(c) and the reporting described in 1.2(d) and correcting the full name of PGH.

Varied Undertakings

1.1 Undertakings

Under section 336E of the WM Act (read with section 11 of the NRAR Act), PGH has offered and the NRAR has accepted the following undertakings.

1.2 Surface Water Management and Monitoring

PGH acknowledges:

- (a) PGH acknowledges that the alleged non-compliance relates to surface water at the Badgerys Creek Site only, and that the allegations do not extend to (or include) alleged non-compliance relating to groundwater take or use;
- (b) Any other water take not contemplated by clause 1.2 must be licenced under the *Water Management Act 2000*.

PGH undertakes to:

- (c) implement permanent measures to prevent, to the maximum extent which is practically possible using reasonable and feasible engineering methods, surface water in the form of rainfall runoff entering Pits 1-3 by **31 March 2021 (Rectification Period)**;
- (d) provide a written report to the NRAR relating to all measures implemented, including the success of, or the need to modify, the measures, to prevent, using reasonable and feasible engineering methods, surface water entering Pits 1-3 by **30 April 2021**;
- (e) ensure adequate monitoring equipment, including water flow meters that comply with the metering equipment standards set out in Part 10 Division 3 of the *Water Management (General) Regulation 2018*, is installed and maintained (or otherwise available to PGH) to measure the daily volume of water transferred out of Pit 1, and any other pit, prior to any water being transferred offsite from Pit 1;
- (f) record, or be provided, in an electronic format the daily volumes of water so transferred in accordance with 1.2(e);
- (g) provide a copy of water monitoring data collected under clause 1.2(t):
 - (i) every 3 months from the date when water is first transferred, until the date that the transfer of water ceases (comprising a total transfer from the Badgerys Creek Site of a water volume not greater than 1200 megalitres (ML) (being the combined volume of water agreed to be stored in Pits 1-3 as at 26 March 2020 for a period of 36 months after acceptance of this undertaking by the NRAR, unless otherwise agreed);
 - (ii) within 7 business days if requested in writing by the NRAR (from time to time).
- (h) obtain all necessary Water Access Licences to account for transfer or removal of surface water at the Badgerys Creek Site in excess of the volume of referred to in 1.2(g) should this occur.
- (i) timeframes within this clause 1.2 may be varied with the written agreement of the NRAR.

1.3 Supply of water to external premises

PGH undertakes to:

- (a) only supply water stored in Pit 1 on the Badgerys Creek Site to the Western Sydney Airport Corporation without charge in accordance with this undertaking and its written agreement with that entity (as may be varied from time to time);
- (b) not to supply the water stored on the Badgerys Creek Site in Pit 1 or any other pit to any other person or entity other than as identified at clause 1.3(a).

1.4 Charge for past water taken at the Badgerys Creek Site

- (a) PGH agrees that the NRAR will charge PGH for water taken from a surface water source in contravention of Part 2 Division 1A of the WM Act under section 60G of the WM Act and clause 20 of the *Water Management (General) Regulation 2018 (Regulation)* (when read with section 11 of the NRAR Act).
- (b) PGH undertakes to pay a charge imposed by the NRAR under s 60G of the WM Act for water taken in contravention of Part 2 Division 1A of the WM Act prior to the date that the NRAR accepts this undertaking in the amount of two times the value of water taken calculated in accordance with the Regulation.
- (c) PGH undertakes to pay a charge imposed by the NRAR under s 60G of the WM Act for water taken in contravention of Part 2 Division 1A of the WM Act between the date that the NRAR accepts this undertaking and the date that the measures described at clause 1.2(c) have been implemented and surface water in the form of runoff has ceased entering into Pits 1-3 in the amount of two times the value of water taken calculated in accordance with the Regulation.
- (d) PGH undertakes to pay the NRAR the amounts due under clause 1.4 within 4 weeks of receipt of the NRAR's invoices for these charges.

1.5 Reporting of compliance

- (a) PGH will issue the NRAR a written report confirming that the groundwater inflow into the quarry pits on the Badgerys Creek Site is negligible, or that groundwater is otherwise being taken in compliance with the aquifer licence, 1 month after the date of acceptance of this undertaking by the NRAR. This report will be updated and provided to the NRAR every 6 months for a further 36 months after the date of acceptance of this undertaking by the NRAR, unless otherwise agreed in writing by the NRAR.
- (b) PGH will issue the NRAR with a written report confirming that (using reasonable and feasible engineering methods to prevent surface water entering into Pits 1-3 in accordance with clause 1.2(c)) surface water in the form of runoff has ceased entering into Pits 1-3 at the quarry pits on the Badgerys Creek Site at the end of the Rectification Period. This report will be updated and provided to the NRAR every 6 months for a further 36 months after acceptance of this undertaking by the NRAR, unless otherwise agreed in writing by the NRAR.
- (c) PGH will issue the NRAR with an annual written report on its compliance with the undertakings offered in this document within 12 months after acceptance of this undertaking by the NRAR, and every 12 months for a further 36 months after acceptance of this undertaking by the NRAR, unless otherwise agreed in writing by the NRAR.

1.6 Payment of costs

- (a) PGH undertakes to pay the following:
 - (i) the NRAR's legal costs incurred in the preparation of this undertaking of \$10,000.00(including GST);
 - (ii) the NRAR's investigation costs of the allegation of \$10,000.00 (including GST);
and
- (b) PGH undertakes to pay the NRAR the amounts due under this clause 1.6 within 4 weeks of receipt of the NRAR's invoices.

1.7 Acknowledgements

- (a) PGH makes the following acknowledgments:
- (i) PGH is making a genuine commitment to address the alleged contravention;
 - (ii) the NRAR may make this undertaking public by placing a copy of the executed undertaking on the NRAR's public register about enforcement action maintained under the NRAR Act (with personal details redacted);
 - (iii) this undertaking does not affect the NRAR's power to investigate a contravention arising from future conduct or to pursue a criminal prosecution in respect of future conduct, or to lay charges or exercise other civil or regulatory powers under the NRAR Act or WM Act;
 - (iv) this undertaking does not affect the rights or remedies available to any other person or entity, nor does it affect any statutory obligation under the WM Act;
 - (v) in the absence of published guidelines for an undertaking under the WM Act, this undertaking has been prepared in consideration of the requirements for an undertaking contained in the EPA's *Guidelines on Enforceable Undertakings (2017)*;
 - (vi) no expenditure commitments made by PGH in this undertaking may be claimed as tax deductions;
 - (vii) this undertaking has no operative force until formally accepted by the NRAR and written notice of the decision (including reasons for the decision) are provided to PGH in accordance with section 336F of the WM Act;
 - (viii) this undertaking may only be withdrawn or varied with the written consent of the NRAR in accordance with the WM Act;
 - (ix) this undertaking, as it may be varied from time to time, will remain in force until completed or withdrawn in accordance with the WM Act; and
 - (x) the NRAR may take this undertaking into account in regulatory matters under the **WM Act**.
- (b) PGH further acknowledges that the NRAR requires undertakings to contain new commitments only, and not expenditure commitments previously made or budgeted for prior to the undertaking being entered into. In light of this, PGH has disclosed to the NRAR that:
- (i) while expenditure has not yet been committed to the implementation of the charge for past water take (as outlined in clause 1.4 of this undertaking), these commitments are in the process of development at the time that this undertaking was entered into; and
 - (ii) nevertheless, because these commitments are relevant to the agreement between PGH and the Western Sydney Airport Corporation more generally, as well as in relation to the allegations more particularly, they have been included as part of PGH's undertakings pursuant to this agreement.

1.8 Limits of action

- (a) The NRAR acknowledges that the alleged non-compliance relates to surface water at the Badgerys Creek Site only, and that the allegations do not extend to (or include) alleged

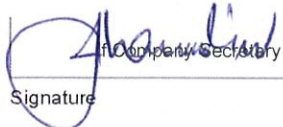

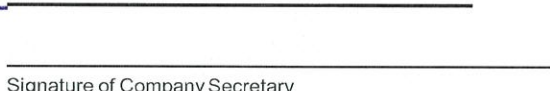


non-compliance with groundwater take or use, subject to PGH complying with clause 1.5(a), 1.5(b) and 1.5(c).

- (b) The NRAR and PGH have mutually agreed that, in light of PGH having entered into this undertaking and the commitments contained herein, the NRAR will take no further enforcement action in relation to the allegations outlined above.
- (c) PGH nevertheless acknowledges that under s 336E(6) of the WM Act, the NRAR is not barred from bringing proceedings for the contravention or alleged contravention of the WM Act to which this undertaking relates.
- (d) PGH also acknowledges that the NRAR is not barred from future enforcement or other actions arising as a result of any future contraventions or incidents, including with respect to the enforcement of this undertaking.

Signing page

EXECUTED as an undertaking.

Signed, sealed and delivered by **PGH Bricks & Pavers Pty Limited ACN 168 794 821** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by authority of its directors:

<p>Sara-Ann Lom</p> <hr/> <p>Name of Director (print)</p>	<p> Signature</p> <hr/> <p>Jillian Irene Hardiman</p> <p>Name of Company Secretary (print)</p>
<p> Signature of Director</p>	<p> Signature of Company Secretary</p>
<p> Name of Director (print)</p>	<p> Name of Company Secretary (print)</p>

Accepted by the Natural Resources Access Regulator or its delegate pursuant to section 336E of the WM Act.

Date: 23 November 2020



Signature of Chief Regulatory Officer

Grant Barnes

Name of Chief Regulatory Officer (print)

Schedule 1- Letter from Western Sydney Airport Corporation



**Western
Sydney
Airport**

OFFICIAL

Reference No: WSA-Letter-0220-CSR

31 March 2020

Kirsty Ruddock
Director - Regulatory Investigations and Compliance
Natural Resources Access Regulator
Department of Industry NSW

Email : kirsty.ruddock@nrar.nsw.gov.au

Dear Ms Ruddock

Proposal for water extraction for Western Sydney International Airport construction activities - Lot 1 on DP1035249 and Lot 1 on DP373863

WSA Co Limited (WSA) is a government business enterprise established to develop and operate Western Sydney International (Nancy-Bird Walton) Airport (Western Sydney International) in accordance with a contract with the Commonwealth of Australia, located at Badgerys Creek, New South Wales.

WSA is currently developing the Western Sydney International site and its contractors require water for construction activities.

The property comprising Lot 1 on DP1035249 and Lot 1 DP373863 contains an old quarry filled with water. The property is owned by PGH Bricks & Pavers Pty Limited (PGH).

WSA and PGH are proposing to enter into an agreement to enable WSA to have a right of access over PGH's property for its contractors to extract the water within the old quarry on terms and conditions to be set out in the agreement. The parties' completion of the agreement is subject to PGH being able to lawfully provide the water to WSA's contractor for its construction activities.

The WSA site is Commonwealth owned land.

If you have any queries regarding the proposed activities of WSA or the proposed agreement with PGH, please do not hesitate to contact me.

Yours sincerely,

Nancy Prochilo
WSA Co's Representative

wsaco.com.au

PO Box 397 Liverpool NSW 1871 | ACN 618 989 272

Annexure 3 – PGH Reporting Obligations

PGH Reporting Commitment	Due dates for reports
<p>1. PGH will provide NRAR a written report confirming (using reasonable and feasible engineering methods to prevent surface water entering into Pits 1-3 in accordance with Clause 1.2(d)) that surface water in the form of rainfall runoff has ceased entering into Pits 1-3 at the disused quarry pits at the Badgerys Creek Site</p>	<p>30 March 2023 30 September 2023 30 March 2024 30 September 2024 30 March 2025 30 September 2025 30 March 2026 30 September 2026</p>
<p>2. PGH will provide a copy of water monitoring data collected under Clause 1.2(g) to NRAR every six months until 30 January 2027</p>	<p>30 July 2023 30 January 2024 30 July 2024 30 January 2025 30 July 2025 30 January 2026 30 July 2026 30 January 2027</p>
<p>3. PGH will provide NRAR with an annual written report on its compliance with the undertakings in clauses 1.2, 1.3 and 1.4 of this varied enforceable undertaking every 12 months until 23 December 2026, unless otherwise agreed in writing by NRAR</p>	<p>30 November 2023 30 November 2024 30 November 2025 30 November 2026</p>
<p>4. In its annual report, PGH will include a report confirming that groundwater inflow into the disused quarry pits at the Badgerys Creek Site is negligible, or that groundwater is otherwise being taken in compliance with aquifer access licence</p>	<p>30 November 2023 30 November 2024 30 November 2025 30 November 2026</p>

Annexure 4 – Site Plan



WESTERN SYDNEY
AIRPORT

Pump and pipe
extraction system

CSR

Site boundary

1

2

3

Martin Rd

Martin Rd

Victor Ave