

# Notice of an Application for an Amendment to a Planning Permit

The land affected by the application is located at:	L7 PS437846 30 - 32 Exchange Drive, Pakenham VIC 3810
The application is to:	S72 Amendment to planning permit T090091: <i>Use and development of the land for the purpose of a refuse transfer station with reduction in car parking, generally in accordance with the approved plan/s.</i>

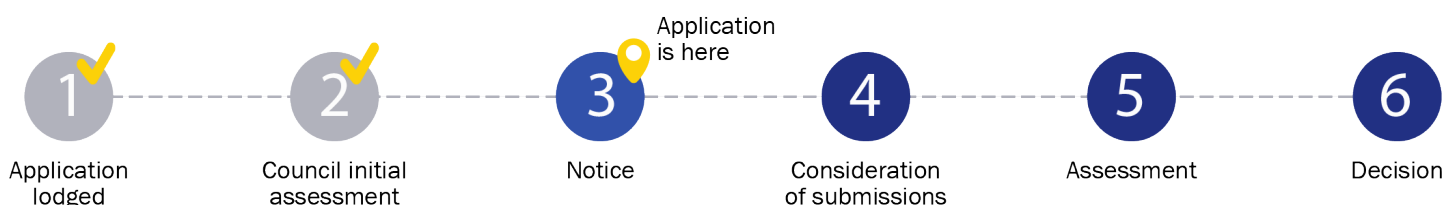
## APPLICATION DETAILS

The applicant for the amendment to the permit is:	Future Recycling Pty Ltd c/KLM Spatial
Application number:	T090091 - 1
<p>You may look at the application and any documents that support the application at the office of the Responsible Authority: Cardinia Shire Council, 20 Siding Avenue, Officer 3809. This can be done during office hours and is free of charge. Documents can also be viewed on Council's website at <a href="http://cardinia.vic.gov.au/advertisedplans">cardinia.vic.gov.au/advertisedplans</a> or by scanning the QR code.</p>	



## HOW CAN I MAKE A SUBMISSION?

This application has not been decided. You can still make a submission before a decision has been made. The Responsible Authority will not decide on the application before:		01 August 2025
<b>WHAT ARE MY OPTIONS?</b>  Any person who may be affected by the proposed amendment to permit may object or make other submissions to the responsible authority.  If you object, the Responsible Authority will notify you of the decision when it is issued.	An objection must: <ul style="list-style-type: none"><li>• be made to the Responsible Authority in writing;</li><li>• include the reasons for the objection; and</li><li>• state how the objector would be affected.</li></ul>	The Responsible Authority must make a copy of every objection available at its office for any person to inspect during office hours free of charge until the end of the period during which an application may be made for review of a decision on the application.





Planning Enquiries  
Phone: 1300 787 624  
Web: [www.cardinia.vic.gov.au](http://www.cardinia.vic.gov.au)

Office Use Only Application No.:

Date Lodged: / /

# Application to AMEND a Planning Permit

If you need help to complete this form, read MORE INFORMATION at the end of this form.

Any material submitted with this application, including plans and personal information, will be made available for public viewing, including electronically, and copies may be made for interested parties for the purpose of enabling consideration and review as part of a planning process under the *Planning and Environment Act 1987*. If you have any questions, please contact Council's planning department.

This form cannot be used to:

- amend a permit or part of a permit if the Victorian Civil and Administrative Tribunal (VCAT) has directed under section 85 of the Act that the responsible authority must not amend that permit or that part of the permit (as the case requires); or
- amend a permit issued by the Minister under Division 6 of Part 4 of the Act (these applications must be made to the Minister under section 97I of the Act).

Questions marked with an asterisk (\*) must be completed.

Click for further information.

Clear Form

## The Land

Address of the land. Complete the Street Address and one of the Formal Land Descriptions.

**Street Address \***

Unit No.:	St. No.: 32	St. Name: Exchange Drive
Suburb/Locality: Pakenham		Postcode: 3810

**Formal Land Description \***

Complete either A or B.

This information can be found on the certificate of title.

If this application relates to more than one address, attach a separate sheet setting out any additional property details.

A	Lot No.: 14	<input type="radio"/> Lodged Plan	<input type="radio"/> Title Plan	<input checked="" type="radio"/> Plan of Subdivision	No.: 425855U
<b>OR</b>					
B	Crown Allotment No.:		Section No.:		
Parish/Township Name:					

## Planning Permit Details

**What permit is being amended?\***

Planning Permit No.:	T090091
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## The Amended Proposal

You must give full details of the amendment being applied for. Insufficient or unclear information will delay your application

**What is the amendment being applied for?\***

- Indicate the type of changes proposed to the permit.
- List details of the proposed changes.

If the space provided is insufficient, attach a separate sheet.

This application seeks to amend:	
<input type="checkbox"/> What the permit allows	<input checked="" type="checkbox"/> Plans endorsed under the permit
<input checked="" type="checkbox"/> Current conditions of the permit	<input type="checkbox"/> Other documents endorsed under the permit
<b>Details:</b>	
Amendment of permit condition 15 and addition of a new condition to allow the controlled collection and temporary storage of small quantities of asbestos at an Asbestos Disposal Point.	
Submission of revised plans and documents for endorsement Refer to attached submission for further details.	
Provide plans clearly identifying all proposed changes to the endorsed plans, together with: any information required by the planning scheme, requested by Council or outlined in a Council checklist; and if required, include a description of the likely effect of the proposal.	

This copied document is made available for the purpose of the planning process as set out in the Planning and Environment Act 1987. The information must not be used for any other purpose. By taking a copy of this document you acknowledge and agree that you will only use the document for the purpose specified above and that any dissemination, distribution or copying of this document is strictly prohibited.

## Development Cost

### Estimate cost of development\*

If the permit allows **development**, estimate the cost difference between the development allowed by the permit and the development to be allowed by the amended permit.

Cost of proposed amended development:

\$

–

Cost of the permitted development:

\$

=

Cost difference (+ or –):

\$ 0

Insert 'NA' if no development is proposed by the permit.



You may be required to verify this estimate.

## Existing Conditions

### Describe how the land is used and developed now \*

For example, vacant, three dwellings, medical centre with two practitioners, licensed restaurant with 80 seats, grazing.

Have the conditions of the land changed since the time of the original permit application? ☒ Yes ☐ No

If yes, please provide details of the existing conditions.

Buildings and works have occurred in accordance with subsequent planning permit approvals.



Provide a plan of the existing conditions if the conditions have changed since the time of the original permit application. Photos are also helpful.

## Title Information

### Encumbrances on title \*

Does the proposal breach, in any way, an encumbrance on title such as a restrictive covenant, section 173 agreement or other obligation such as an easement or building envelope?

☐ Yes (If 'yes' contact council for advice on how to proceed before continuing with this application.)

☒ No

☐ Not applicable (no such encumbrance applies).



Provide a full, current copy of the title for each individual parcel of land forming the subject site. The title includes: the covering 'register search statement', the title diagram and the associated title documents, known as 'instruments', for example, restrictive covenants.

## Applicant and Owner Details

Provide details of the applicant and the owner of the land.

### Applicant \*

The person who wants the permit.

Please provide at least one contact phone number \*

Where the preferred contact person for the application is different from the applicant, provide the details of that person.

Name:	
Title:	[REDACTED]
Org:	[REDACTED]
Postal:	[REDACTED]
Unit:	[REDACTED]
Sub:	[REDACTED]
Contact person's details*	
Same as applicant <input type="checkbox"/>	
Name:	[REDACTED]
Title:	[REDACTED]
First Name:	[REDACTED]
Organisation (if applicable): KLM Spatial	
Postal Address:	
Unit No.: L4	St. No.: 31
St. Name: Dalmore Drive	
Suburb/Locality: Scoresby	State: Vic
Postcode: 3179	

### Owner \*


The person or organisation who owns the land

Where the owner is different from the applicant, provide the details of that person or organisation.

[REDACTED]	
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## Declaration

This form must be signed by the applicant\*

 Remember it is against the law to provide false or misleading information, which could result in a heavy fine and cancellation of the permit.

I declare that I am the applicant; that all the information in this application is true and correct; that all changes to the permit and plan have been listed as part of the amended proposal and that the owner (if not myself) has been notified of the permit application.

Signature: [REDACTED]

Date: 03.06.2025

day / month / year

## Need help with the Application?

If you need help to complete this form, read More Information at the end of this form or contact Council's planning department. General information about the planning process is available at [planning.vic.gov.au](http://planning.vic.gov.au)

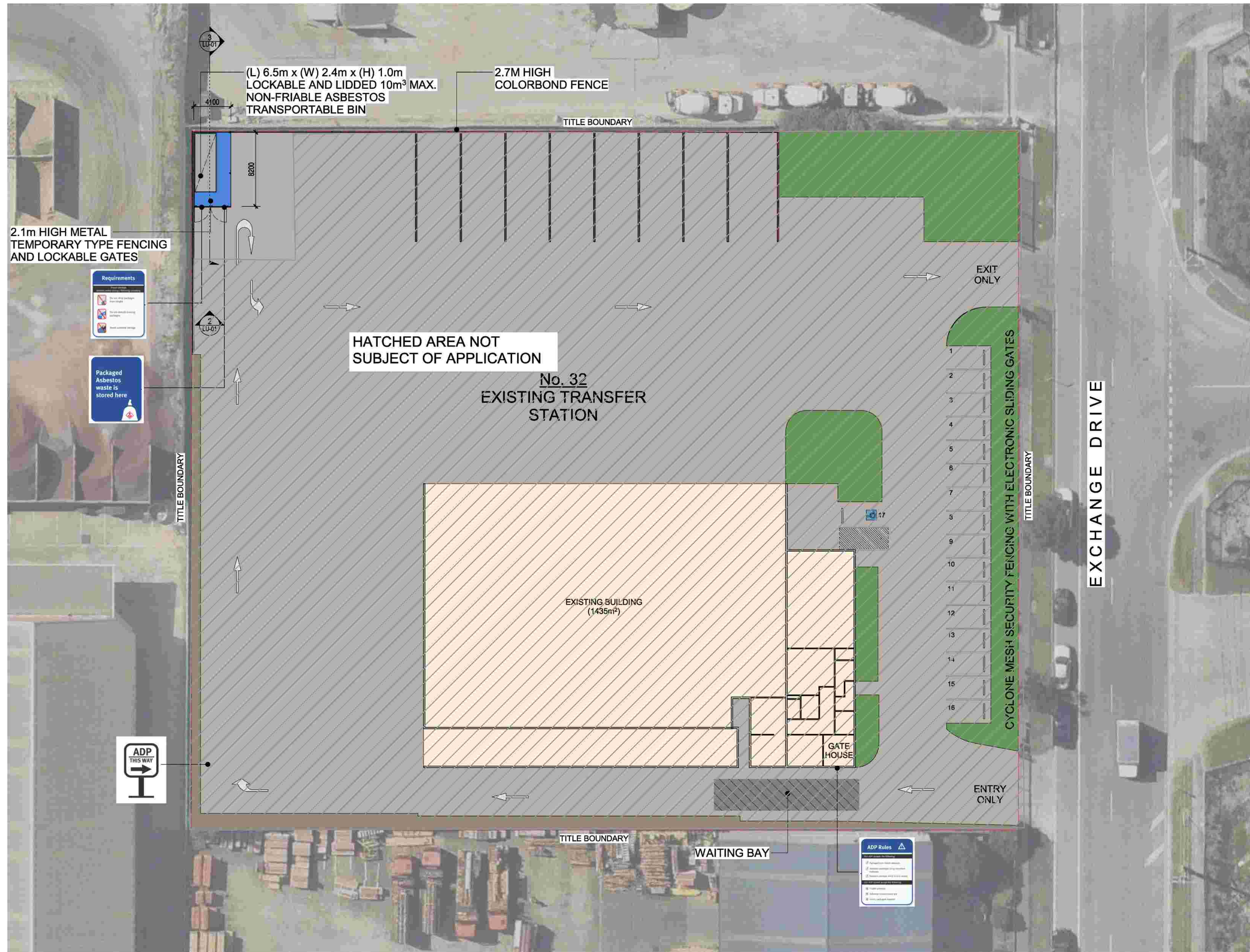
Contact Council's planning department to discuss the specific requirements for his application and obtain a checklist. Insufficient or unclear information may delay your application.

Has there been a pre-application meeting with a council planning officer

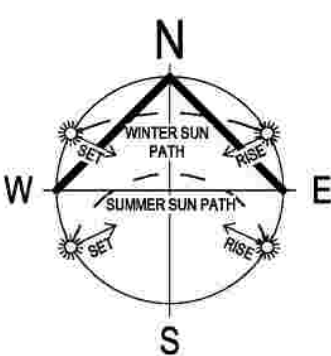
[REDACTED]
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LAND USE - SITE PLAN  
1 : 250



No.	DATE:	REVISION / ISSUE:
A	05/05/2025	PLANNING APPLICATION

PROJECT:  
**TRANSFER STATION  
ASBESTOS DISPOSAL POINT**

DRAWING:  
**LAND USE PLAN**

LOCATION:  
**32 EXCHANGE DRIVE  
PAKENHAM VIC 3810**

This copied document is not to be used for any other purpose than the one for which it was prepared. The information must not be used for any other purpose, and the user must agree that they will only use the information for the purpose specified above and that any dissemination, distribution or copying of this document is strictly prohibited.

DATE: 05/05/2025  
SCALE: As indicated @ A1  
DRAWING No: 12840 LU-01

DRAWN: DM  
CHECKED: SG  
VERSION: A

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WARRAGUL VIC 3620  
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[www.kms.com.au](http://www.kms.com.au)



12840

3 June 2025

**Jason Gilbert**  
**Coordinator Statutory Planning**  
**Cardinia Shire Council**  
**Via: Portal and email J.Gilbert@cardinia.vic.gov.au**

Dear Jason,

**Re - Submission S. 72 Planning Permit Amendment**  
**Planning Permit T090091**  
**Asbestos Disposal Point at existing Transfer Station**  
**30-32 Exchange Drive, PAKENHAM**

KLM Spatial acts on behalf of the applicant, *Future Recycling Pty Ltd*, in submitting this s.72 application to amend Planning Permit T090091 to allow the existing operating Transfer Station to include an Asbestos Disposal Point for the limited and well controlled collection and temporary storage of small quantities of packaged, non-friable asbestos.

The proposed Asbestos Disposal Point will be subject of an aligned EPA permission and will be limited to 10m<sup>3</sup> of packaged, non-friable asbestos at any one time, with asbestos held for no more than 60 days on site. Asbestos will be stored on-site in a secure weatherproof skip bin prior to transport to an Environment Protection Authority (EPA) licensed landfill for final disposal.

The Asbestos Disposal Point (ADP) Program is a recent initiative of Sustainability Victoria (SV) which aims to facilitate the provision of Asbestos Disposal Points across metropolitan and regional areas to encourage the appropriate disposal of small quantities of the troublesome building material. Future Recycling is the recipient of a grant from SV to establish an Asbestos Disposal Point on the site as part of this program.

In consultation with key government agencies, councils, industry and technical specialists, SV has developed the ADP program providing comprehensive procedures and other supporting materials to guide operators and which informs this application.

The addition of the Asbestos Disposal Point to the existing operational Transfer Station requires a s.72 application to amend the current approved Planning Permit T090091 documentation as follows:

- Amendment of permit conditions 15 and addition of a new condition to allow the acceptance of asbestos but only in accordance with the ADP program,
- Submission of revised plans showing the ADP bin and enclosure to the rear of the site,
- Submission of an ADP Environment Management Plan (ADPEMP) specifically addressing the ADP operating procedures, and
- Amendment of the endorsed Material Flows and Site Environment Management Plan to include reference to the ADP.

Future Recycling is undertaking consultation with neighboring property owners to explain the ADP proposal and ensure clarity as to the strict operating procedures.

The following documentation is submitted for Council's consideration:

1. Completed s.72 Application form
2. Copy of current title Volume 10707 Folio 229 – 14 (Copy of title Vol 10561 Fol 666 is included for information but noting that it is not subject of the s.72 application)
3. Asbestos Disposal Point Plan, Ref 12840 LU-01 Rev B, 15/5/25, KLM Spatial
4. Pakenham Transfer Station Asbestos Disposal Point Environment Management Plan, May 2025
5. Future Recycling Pakenham Asbestos Fact Sheet
6. Your Guide of Disposing of Small Quantities of Asbestos Safely – Using the Asbestos Disposal Point at Future Recycling Pakenham, May 2025
7. Guide to Developing and Managing Asbestos Disposal Points for the Temporary Storage of Non-Friable Asbestos Waste (Pilot Program), April 2023, Sustainability Victoria.

### Asbestos Disposal Point Program

Asbestos was a widely used building material across Victoria from the late 1800's until the 1980's. It was completely banned in Australia in 2003 to prevent asbestos related disease, however appropriate asbestos disposal remains a challenge. It is estimated that asbestos can be found in 1 in 3 established homes.

The Asbestos Disposal Point (ADP) program developed by Sustainability Victoria provides a solution for the disposal of small scale, typically domestic, quantities of non-friable asbestos. An Asbestos Disposal Point is required to have an EPA Temporary Storage A22 Permission. The EPA permission specifies the quantity of asbestos waste able to be stored on the site and the period of storage. For the current application, temporary asbestos storage will be limited to 10m<sup>3</sup> of asbestos at any one time, with asbestos held for no more than 60 days on site. The EPA permission is issued following planning approval.

The Asbestos Disposal Point at the Transfer Station will be informed by SV's pilot program which supported the roll out of three sites in regional Victoria. EPA Victoria, WorkSafe Victoria, technical specialists and other stakeholder groups were consulted during the development of the pilot. The program has successfully tested the infrastructure, systems, standard operating procedures and communication resources needed to manage the safe disposal of asbestos.

The SV publication *Guide to Developing and Managing ADP for the Temporary Storage of Non-Friable Asbestos Waste (Pilot Program), April 2023 (the Guide)* outlines specific procedures to receive, manage and dispose of packaged, non-friable asbestos waste in accordance with the relevant legislation and regulations including, but not limited to, the Environment Protection Act 2017 (Vic) and the Occupational Health and Safety Act 2004 (Vic)

The current planning permit amendment for the Pakenham site incorporates the detailed procedures developed under the ADP program and informed by the Guide, as described in the following section.

### Future Recycling Pakenham

The proposed Asbestos Disposal Point is to be located within the existing Future Recycling Transfer Station at 32 Exchange Drive Pakenham. The existing Transfer Station operates across two adjoining titles:

- Lot 14 to the north is occupied by hardstand and concrete panels n-bunkers adjacent to the northern boundary, whilst
- Lot 7 to the south contains the main building which includes the gatehouse, office, and large structure for the sorting of materials which is open to the north

All vehicle entry is to the south of the site, with vehicles progressing along the southern boundary to the rear of the site to deposit or collect material, with an exit to the north back onto Exchange Drive.

The facility accepts a range of materials including putrescible and solid inert waste and green organics. Material is deposited within the large onsite building. A range of recyclables are stored in the concrete panel bunkers including garden organics, timber, scrap metal and concrete.

## Asbestos Disposal Point Pakenham

### ADP Process

The ADP operation will employ strict processes to ensure safety for clients and staff on the site. Full operating procedures are outlined in the submitted *Pakenham Asbestos Disposal Environment Management Plan (ADPEMP)*, which is intended to be endorsed as part of the amended permit documentation.

Temporary asbestos storage will be limited to 10m<sup>3</sup> of asbestos at any one time, with asbestos held for no more than 60 days on site. Individual customers will be limited to approximately 10m<sup>2</sup> of asbestos, or approximately 4 sheets of asbestos. It is not intended that the facility will accept large, commercial quantities of asbestos, such loads must be taken to appropriate EPA licensed landfills for disposal. It is anticipated that the service will primarily be used by home owners/renovators but also builders, plumbers and other trades to drop off small quantities of asbestos sheet, pipes or similar.

Complete details of the ADP operational procedures are contained in the submitted ADPEMP and customer information material, as summarised below:

- Phone bookings will be essential and a date and time for drop off will be arranged. Verbal and written instructions will be provided to customers as to how to safely package and transport the asbestos for drop off. A safety package of protective materials will be offered and sent to customers to assist with personal safety and correct packaging. Customers can also access the appropriate packaging materials from hardware or safety equipment suppliers.
- Asbestos waste must be double wrapped, sealed and labelled at the point where it is removed from the building or structure. Heavy duty wrapping, a minimum of 0.2mm HDPE plastic sheeting, or specialised asbestos bags will be required.
- Customers will be required to send a photograph of the packaged asbestos prior to drop off to ensure appropriate packaging.
- Should the load be heavy or an awkward shape the customer will be instructed to arrive with a second person to assist in handling the material.
- Householders must ensure waste is packaged appropriately and secured during transport to prevent any tears to packaging or the risk of waste falling from the vehicle. Roads leading to the site will be closely monitored by Future Recycling to ensure they remain free of any asbestos.
- All booked customers will be met at the gatehouse and the asbestos packaging will be inspected. Any inappropriately packaged material will be rejected, although customers will be provided with advice as to how to rectify the packaging. Signage at the gatehouse will warn customers that dumping of asbestos is illegal and attracts significant penalties. The vehicle registration will also be recorded at the gatehouse.
- Customers will then be directed to drive to the ADP at the rear of the site and met by a member of staff.
- The customer will be responsible for unloading and placing the packaged material carefully in the bin. Clear signage will explain the procedure as well as verbal instructions from staff. The bin is only



1 metre in height allowing for ease of access and customers can walk in to deposit their packages of asbestos.

- Future Recycling staff are trained to manage any asbestos spill or associated risks, and will work closely and swiftly with emergency services in the case of fire, or any risk to local communities.
- When not in use the ADP area will be locked. Future Recycling staff will also regularly monitor the skip bin to ensure packaging remains secure and EPA storage requirements are met.

The likely number of visits to the ADP each week is difficult to estimate but expected visitation is likely to be low with all visits managed by a booking system. As a legacy waste, asbestos is generally a 'one time only' waste stream for home owners, unlike green waste or hard waste. The Pilot ADPs in regional areas typically attracted a maximum of 5 visits per week. It is not expected that the ADP will increase demand for carparking on site as only one vehicle will access the ADP at any one time, arriving at the dock office and parking adjacent to the asbestos enclosure.

It is initially proposed to operate the ADP two days a week, most likely Tuesday and Thursday between 8.00am and 3.00pm, although demand for the service will determine whether operating times are further limited or expanded. It is proposed the ADP will be limited to operating during daylight hours Monday- Friday 7.30am-4.00pm and Saturday 8.00am-2.30pm. (The transfer station is permitted to operate Monday to Sunday 6.30am – 5.30pm.)

Under the Environment Protection Act asbestos waste must be transported safely and securely. Licensed asbestos removalists and tradespersons must comply with *Industrial Waste Duties* in transporting asbestos in an *EPA permissioned vehicle* using *Waste Tracker*. Future Recycling operates an EPA permitted vehicle for removing asbestos from the site to a Licensed landfill.

## ADP Facility

The proposed Asbestos Disposal Point at the Pakenham site comprises -

- A secure enclosure measuring approximately 8.2 s by 4.1 metres is proposed for the designated asbestos bin. The enclosure is in the rear north-west corner of the site with boundary fencing to the north and west. Other sides of the enclosure will be formed by temporary fencing with a lockable gate. The boundary fencing is colourbond type material to a height of 2.7 metres.
- The lidded asbestos bin measures 6.5 by 2.4 metres by 1 metre height, with the intention of easily storing the maximum allowable quantity of 10m<sup>3</sup> of packaged asbestos and avoiding any overflow. The bin will be a walk-in type allowing for ease of careful package placement.
- Clear instructional signage will be provided within the site directing customers from the supervised gatehouse to the ADP, as well as signage at the ADP to clearly identify the purpose of the bin and appropriate waste placement. All persons depositing asbestos at the site will be met at the gate house and ADP point by site staff.

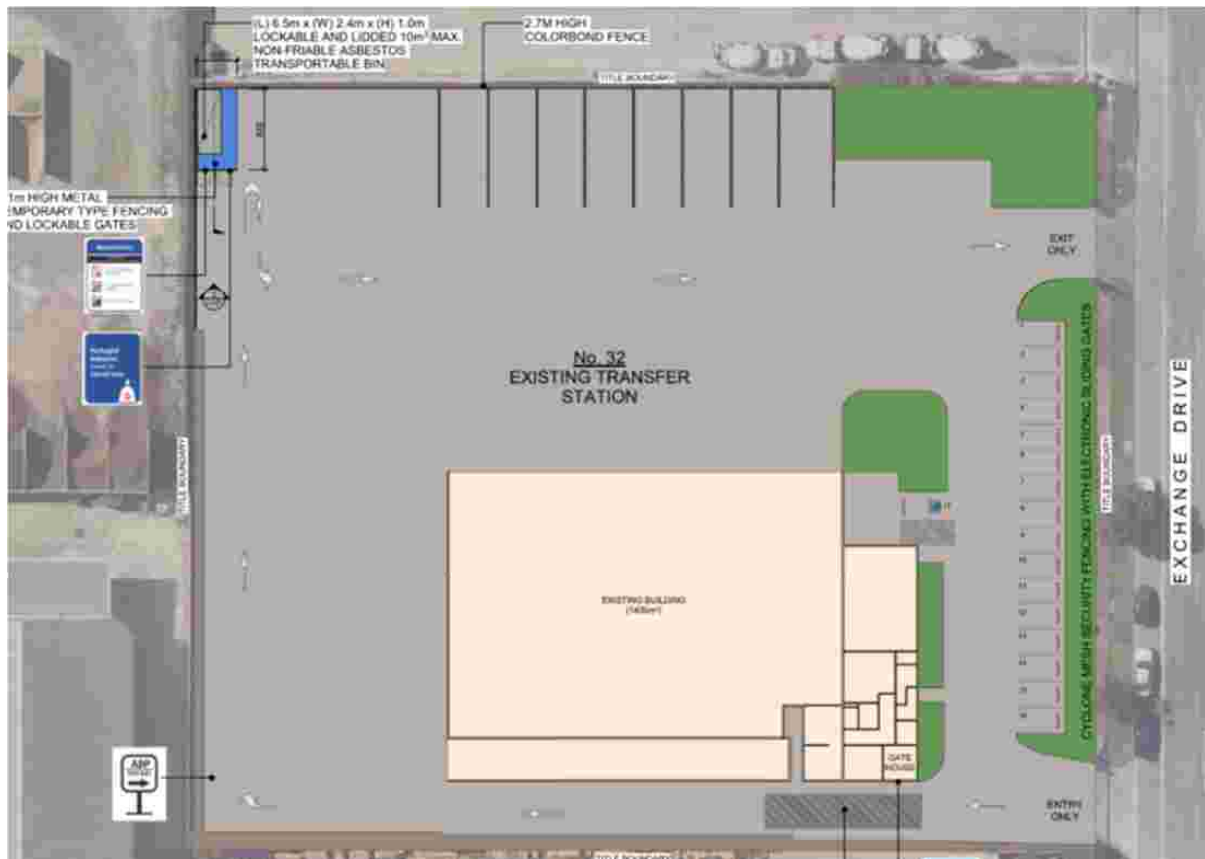


Figure 1: From Land Use Site Plan, Ref 12840 LU-01A

Asbestos Disposal Point area in blue.

## SIGNAGE FOR GATES AND BOUNDARY FENCE



## PERSPECTIVE VIEW ASBESTOS DISPOSAL POINT

Figure 2: Image of Asbestos Disposal Point

Ref 12840 LU-01A



## Site Context

The Future Recycling Transfer Station is located within the Pakenham South industrial area in the Industrial 1 Zone. The site is more than 720 metres from the nearest residential zone to the north east, as illustrated below. Industrial type uses occupy surrounding sites (see following aerial photograph) including,

- concrete batching plant to the north,
- soil and garden supplies to the west,
- scaffold hire to the south, and
- asphalt plant and former stockyards to the east.

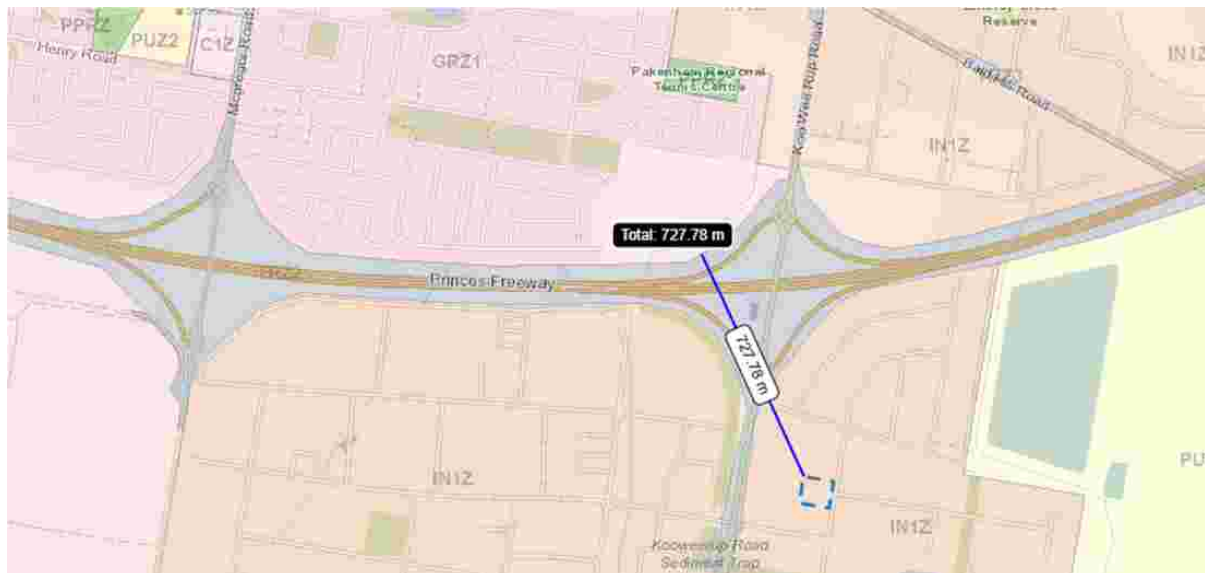


Figure 3: Cardinia Planning Scheme Site location outlined in blue.

Source: Planning Maps Online 14/5/25

Security fencing and electronic gates are located along the front boundary. Security cameras are installed throughout the site to monitor visitation and any out-of-hours dumping in the street. Security cameras have number plate recognition and all visitors must pass by the gate house.



Figure 4: Future Recycling from Exchange Drive noting security fences and gate house to left of building.



Figure 5: Aerial photography of locality      Approximate ADP location indicated by star      Nearmap 2/5/25

Unauthorized or unobserved access to the ADP is unlikely to occur given site security, The thorough ADP processes and security fencing will ensure the proposal will not cause any significant environmental impact to neighboring properties. As previously indicated, any asbestos deposited at the site is required to be appropriately packaged which will ensure the safety of customers, staff and that of neighboring properties.

### Planning Permit Amendment

The application seeks to vary conditions and documents endorsed under Planning Permit T090091 applying to Lot 14 PS425855U (northern lot) to incorporate the ADP into the Transfer Station site operations. This permit was granted on 27/10/2009 for,

*Use and development of the land for the purpose of a refuse transfer station with reduction in car parking, generally in accordance with the approved plan/s.*

A Transfer Station is defined as

*Land used to collect, consolidate, temporarily store, sort or recover refuse, used or surplus materials before transfer for disposal, recycling or use elsewhere*

It is considered the proposed ADP falls within the allowed use, particularly given the minor nature of the ADP volume in the context of annual material volume accepted by the facility. Temporary storage of packaged asbestos will be limited to only 10m<sup>3</sup> at any one time.



Several other planning permits provide the full approval framework for the site;

- Planning Permit T000876A issued on 21/2/2001 and amended on 22/9/2007 permits the use and development of Lot 7 PS437846 (southern lot) for a refuse transfer station with a reduction in carparking.
- Planning Permit T170112 issued on 19/10/17 permits building and works on both Lot 7 and Lot 14, and generally comprising the existing transfer station building on Lot 7 and the external layout, and
- Amended plans were endorsed under Planning Permit T170112 showed a number of changes to the plans including material sorting areas within concrete bunkers along the northern boundary of the plan.

Of note, Condition 16 of T000876A (Lot 14 - southern lot) states,

*No prescribed wastes, as defined in the Environmental Protection (Prescribed Waste) Regulations 1987 (or successor), shall be accepted, stored and otherwise handled on the premises without the approval of the Environment Protection Authority.*

Asbestos was a *Prescribed Waste* under the previous Regulations (now replaced by the Environment Protection Regulations 2017). The condition permits Prescribed waste on site subject to the appropriate EPA permission. The current application for the ADP will require a separate EPA permission, and thus once granted the ADP proposal will accord with this permit condition. The ADP does not propose any other changes to Lot 14.

In comparison, Condition 15 of T090091 (Lot 7 northern lot) prohibits the acceptance of asbestos as follows,

*Prescribed Industrial Waste (including asbestos), as defined by the Environment Protection (Prescribed Waste) Regulations 1998, should not be accepted on—site.*

Accordingly, the necessary S.72 permit amendment to enable the ADP to operate on Lot 7 are proposed to comprise,

- Amendment of Condition 15 of T090091 and to allow the acceptance of asbestos,
- Inclusion of an additional permit condition to T090091 to stipulate that the acceptance of asbestos must accord with an *Asbestos Disposal Point Environment Management Plan*, and
- Submission of a plan for endorsement under T090091 to show the location of the ADP in the north-west corner of the site only.

It is proposed Condition 15 of T090091 be amended to read as follows (including update to EPA regulation reference),

*Reportable Priority Waste (including asbestos), as defined by the Environment Protection Regulations 2017, should not be accepted on site other than in accordance with the Asbestos Disposal Point Environment Management Plan to the satisfaction of the responsible authority.*  
*(underline added)*

And a new condition be included,

*The Asbestos Disposal Point must operate in accordance with Asbestos Disposal Environment Management Plan to the satisfaction of the responsible authority. The Asbestos Disposal Environment Management Plan endorsed under this permit may be amended from time to time to the satisfaction of the Responsible Authority. The acceptance and temporary storage of non-friable asbestos must comply with the applicable EPA permission.*

## Plans

- The Asbestos Disposal Point Plan (Ref 12840 LU-01A) is submitted for endorsement showing the location of the ADP under Condition 2 of T090091. The plan only seeks change to the site plan in the discrete area of the ADP with the balance of the endorsed site plan not subject of or altered by the application.
- The Pakenham Asbestos Disposal Environment Management Plan is submitted for endorsement as per the new condition by way of Condition 2.

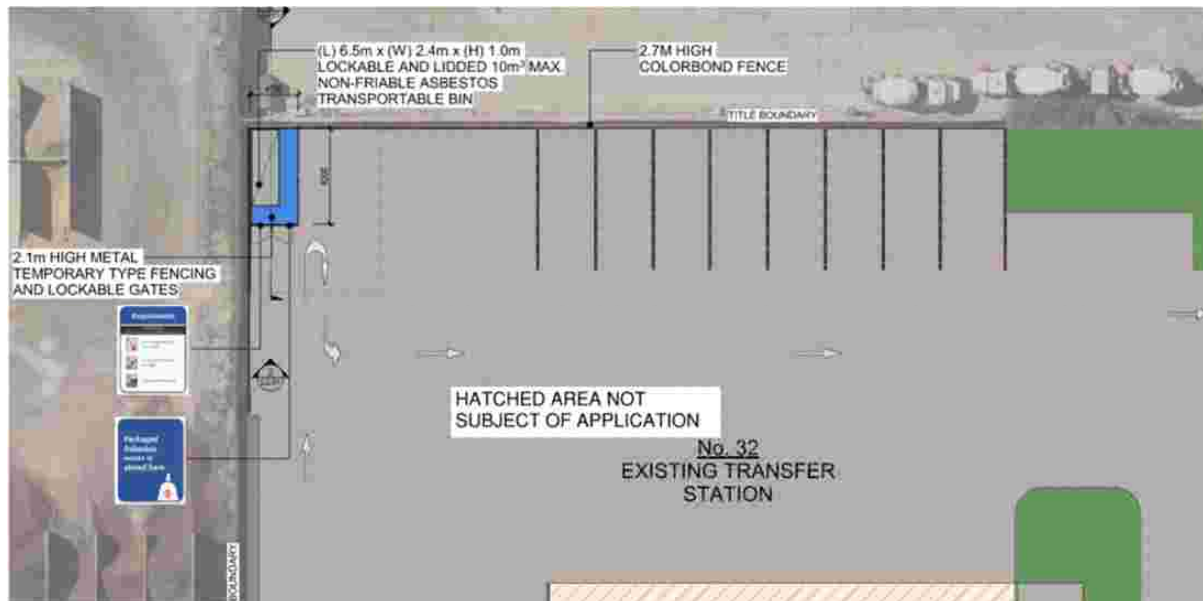


Figure 6: Extract from Proposed Site Plan showing only the ADP area for endorsement Ref - 12840 LU-01A

We consider that the amendment of the site plan under T090091 does not conflict with that endorsed plan under T170112, which describes the area of the proposed ADP site ambiguously as 'realignment of existing sorting material area'. The sorting area will be realigned to accommodate the ADP. See approved plan extract from T170112 below.

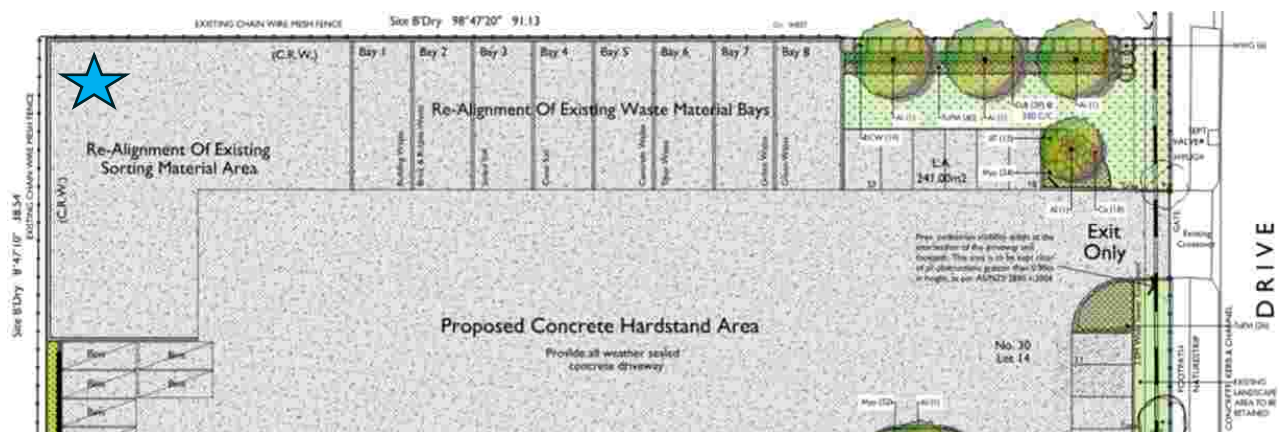


Figure 7: Extract from plan endorsed under Planning Permit T170112 Proposed ADP shown by star



Having regard to the nature of the application;

- No works are proposed only temporary fencing is shown on the site plan,
- The single Direction Sign (ADP with arrow) will be less than 0.3m<sup>2</sup> and does not require a permit, and
- Written information provided within the site is instructional for site visitors concerning the operation of the ADP will not be visible from outside the site, accordingly this printed information is not considered to fall within the definition of signage for the purpose of 52.05 but is important for the safe and efficient operation of the ADP and forms part of the ADPEMP.

## Planning Assessment

The proposed Asbestos Disposal Point addition to the Pakenham Transfer Station is considered to be in keeping with the objective of the Industrial 1 Zone to -

*To provide for manufacturing industry, the storage and distribution of goods and associated uses in a manner which does not affect the safety and amenity of local communities.*

Clause 53.14 Resource Recovery aims to facilitate resource recovery operations in locations with minimal impact on the environment and amenity. The information requirements of the clause are met by the information submitted.

This clause requires the responsible authority, in assessing applications, to consider the *Victorian Recycling Infrastructure Plan (DEECA, October 2024)*. This document supports the current cross agency co-operation facilitated by the Asbestos Disposal Point Program to establish small scale asbestos disposal points across the state, with the intent of reducing the occurrence illegal dumping of asbestos and reducing transportation costs to dispose of asbestos.

The current application implements this State Government Policy addressing a resource recovery priority. The comprehensive ADP program has been developed by Sustainability Victoria, other agencies and asbestos experts, and has included trials at several pilot sites. The program's overriding intent is to increase access to safe and legal disposal options for small quantities of asbestos, placing the highest priority on the safety of customers, site staff and protecting the environment. The proposed ADP incorporated management procedures outlined in the Guide ensuring there is minimal potential for amenity impacts on adjacent properties including commuters using the nearby Pakenham Railway Station.

As is required to be considered under the Industrial 1 Zone, it is submitted that there will be very limited potential for noise, light spill, air emissions or traffic, associated with the ADP proposal. Drainage will not be impacted as the ADP which will be located on existing drained hardstand and the lidded bin will prevent entry by rainwater. Secure boundary fencing, concrete bunker walls and security cameras will all contribute to the safe and protected operation of the facility.

## Referrals

SV has received general feedback from EPA in relation to Asbestos Disposal Points program and categorisation under Clause 53.10. While the following is not site-specific advice, the responsible authority may consider the following.

When considering *Clause 53.10 Uses with Potential Adverse Amenity* and reviewing the land use terms and PPN92, EPA was of the view that the 'transfer station – other' category is likely to be the more appropriate land use term over 'Hazardous waste storage or treatment' on the following basis:

- the primary use of the land would remain as a transfer station as:

- the purpose of the ADP is for the temporary acceptance and storage of reportable priority waste at the facility, prior to disposal at a lawful place; and
- no treatment reportable industrial waste is to occur.
- the acceptance and temporary storage of non-friable asbestos would be a small component of the existing waste streams accepted at the site. This is supported by the expectation of an EPA Registration for prescribed activity A22 (temporary storage – asbestos) where volumes and storage timeframes are limited.

This is based on EPA's understanding that an asbestos disposal point will be set up at existing transfer stations. Therefore, the use would already be established at the site(s). This means any changes sought would be for the existing transfer station to include a new waste stream and any buildings and works to enable this. The separation distances of Clause 53.10 are therefore met.

SV has received feedback from WorkSafe that a referral to the authority is not required as the asbestos disposal point will store below 20,000 kg of Dangers Goods class 9 (fire protection quantities).

### Consultation

Future Recycling will consult with landowners in the vicinity of the site in the coming month. Written information, including the enclosed Asbestos Fact Sheet, will be provided to nearby property owners and they will be invited to attend an information session and/or encouraged to call to discuss the proposal. Consultation is programmed to commence in June and expected to precede any s.52 notice period. The intent of the consultation is to clearly communicate the safeguards and processes that will be in place to manage the small scale ADP.

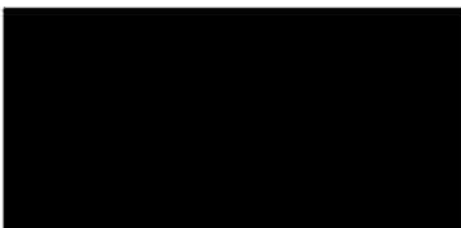
### Conclusion

It is submitted that the proposed Asbestos Disposal Point at the existing Future Recycling transfer station implements State Government policy to safely manage the disposal of small quantities of packaged, non-friable asbestos at the local level. The proposal is supported by SV and will operate in line with the Guide developed by SV. The careful operation and security measures in place at the site will ensure that the use minimises risk to customers, staff and neighboring properties. Accordingly, it is requested that Council grant an amendment of the existing planning permit.

We trust the above is acceptable to Council and appreciate Council's interest to-date in this project and look forward to hearing from you in due course.

If you have any queries regarding the above, please contact the undersigned on 9794 1600 or via email at

Yours sincerely,



# Asbestos safety at Future Recycling Pakenham

**Asbestos**

Remove **safe** ✓

Dispose **safe** ✓

Stay **safe** ✓

Asbestos was commonly used in Australia for construction before it was banned in 2003 as we now know that it can be dangerous for your health.

Risks associated with asbestos can be safely managed by ensuring correct removal, transportation and disposal procedures are followed.

Asbestos is still present in many homes, commercial buildings and farms. That's why it's important to have waste facilities to dispose of it safely.

Future Recycling is working with Sustainability Victoria (SV) to establish a local asbestos disposal point for small quantities of packaged, non-friable (or bonded) asbestos waste at 30-32 Exchange Drive, Pakenham. On site the waste will be temporarily stored in a fit-for-purpose bin, before being transported to a licensed landfill for final disposal.

The development and operation of the site will be informed by SV's pilot program which successfully tested the infrastructure and procedures needed to manage the safe disposal of asbestos.

Read on for an overview of how the community, customers and our team at Future Recycling Pakenham will be kept safe.



For more information, visit  
[futurerecycling.com.au/asbestos](http://futurerecycling.com.au/asbestos)

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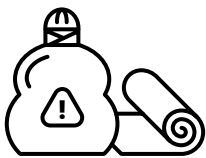
**future  
recycling**





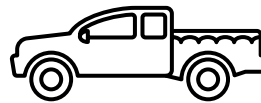
## BOOKINGS ARE ESSENTIAL

All customers will have to book a time slot to dispose of their asbestos waste. This will help manage customer numbers and ensures trained staff members are available to monitor safe disposal. The site will only accept small quantities of packaged, non-friable asbestos.



## ASBESTOS IS SAFELY PACKAGED

Asbestos waste must be double wrapped, sealed and labelled at the point where it is removed from a building or structure. This must be done using heavy-duty (minimum of 0.2 mm thickness) HDPE plastic sheeting or specialised asbestos bags, which can be found at most hardware stores.



## SAFE AND SECURE TRANSPORT

Under the Environment Protection Act asbestos waste must be transported safely and securely. This means:

- **Licensed asbestos removalists, waste transporters or a tradesperson** must comply with their Industrial Waste Duties, including transporting asbestos in Environment Protection Authority (EPA) Victoria permissioned vehicles and using Waste Tracker.
- **Householders** must ensure packaged asbestos is secured in their vehicle or trailer to avoid any tears or the risk of waste falling out onto roads.

Roads leading to the site will be closely monitored by Future Recycling to ensure they remain free from illegally dumped asbestos.



For more information, visit  
[futurerecycling.com.au/asbestos](http://futurerecycling.com.au/asbestos)

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## TRAINED STAFF AND OPERATING PROCEDURES

- Site operators will be trained and supported with appropriate operating procedures – ensuring their own, and the community's, safety.
- Site operators will visually inspect loads to make sure they meet packaging requirements. They will also monitor customers disposing of waste at the asbestos disposal point.



## SPECIALISED DISPOSAL PROCESSES AND EQUIPMENT

- Future Recycling must have an EPA Victoria permission to temporarily store packaged, non-friable asbestos waste.
- **The disposal point** has been specifically designed to store asbestos waste safely. The area will be fenced and will have a weather-proof, fit-for-purpose bin. Once the bin reaches storage limits it will be transported to an EPA Victoria licensed landfill for final disposal.



## EMERGENCY EVENTS

In the unlikely event of an asbestos waste spill or fire at Future Recycling Pakenham, Future Recycling has an emergency management plan in place to protect the surrounding community from any risk. In the event of;

- **An asbestos waste spill** – the site will have procedures and equipment to support operators with managing a clean up.
- **A fire** – Future Recycling will work closely, and swiftly, with emergency services and relevant authorities to protect the surrounding community and the local environment from any risk.

Customers will be provided with detailed information on how they must prepare and transport asbestos to site before visiting. For general information on the asbestos disposal point at Future Recycling Pakenham please visit [futurerecycling.com.au/asbestos](http://futurerecycling.com.au/asbestos) or call 13 73 29.



For more information, visit  
[futurerecycling.com.au/asbestos](http://futurerecycling.com.au/asbestos)

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**future  
recycling**



**Future Recycling  
Pakenham Transfer Station  
32 Exchange Drive, Pakenham**

**Asbestos Disposal Point  
Environment Management Plan**

May 2025

This document is an outline of the management policy, practices and processes that are the responsibility of Future Recycling Pty Ltd to ensure environmental standards are implemented, maintained and reported.



# 1 Introduction

## 1.1 Purpose

This Asbestos Disposal Point Environment Management Plan (ADPEMP) for the Asbestos Disposal Point at the Future Recycling's Pakenham Transfer Station has been prepared to:

- Meet all environmental requirements under the Environment Protection Act 2017; and
- Outline appropriate environmental monitoring procedures, site management and general running of the Asbestos Disposal Point (ADP).

The ADPEMP sits alongside the Environment Management Plan (EMP) applying to the wider Transfer Station operations. The provisions of the ADPEMP apply in addition to the provisions of the EMP.

The proposed Asbestos Disposal Point (ADP) will be subject of an EPA permission and will be limited to 10m<sup>3</sup> of packaged, non-friable asbestos at any one time, with asbestos held for no more than 60 days on site. Asbestos will be stored on-site in a secure weatherproof skip bin prior to transport to an Environment Protection Authority (EPA) licensed landfill for final disposal.

The Asbestos Disposal Point (ADP) Program is an initiative of Sustainability Victoria (SV) which aims to facilitate the provision of Asbestos Disposal Points across metropolitan and regional areas to encourage the safe and legal disposal of small quantities of the troublesome building material.

## 1.2 Location

The existing Transfer Station site is located at 32 Exchange Drive, Pakenham.

The Asbestos Disposal Point is located to the rear of the Pakenham site as shown in the Site Plan at Figure 1.

## 1.3 Regulatory Requirements

The regulatory requirements relevant to the Future Recycling Pakenham Transfer Station operations include but are not limited to:

EPA (Vic) requirements include:

- EPA Publication 1667.3 Management and storage of combustible recyclable and waste materials – guideline July 2021;
- EPA Publication 1518 Recommended separation distances for industrial air emissions March 2013;

- EPA Publication IWRG611.2 Asbestos transport and disposal June 2017;
- Environment Protection Regulations 2021; and
- Environment Protection Act 2017 .

In addition to regulatory requirements there are a number of Guides to assist compliance in the operation of transfer stations these include;

- Sustainability Victoria – Guide to Better Practice at Resource Recovery Centres, July 2019.
- Sustainability Victoria - Guide to Developing and Managing Asbestos Disposal Points for the Temporary Storage of Non-Friable Asbestos Waste (Pilot Program), April 2023

Where regulatory requirements are changed Future Recycling will amend its operations to ensure compliance with those requirements.

## 2 Site Specifics

### 2.1 Operations

The ADP operation will employ strict processes to ensure safety for clients and staff on the site. Full operating procedures are outlined in the Site Risk Assessment within this document. The following section provides a summary of the process.

Temporary asbestos storage will be limited to 10m<sup>3</sup> of asbestos at any one time, with asbestos held for no more than 60 days on site. Individual customers will be limited to approximately 10m<sup>2</sup> of asbestos, or approximately 4 sheets of asbestos. It is not intended that the facility will accept large, commercial quantities of asbestos, such loads must be taken to appropriate EPA licensed landfills for disposal. It is anticipated that the service will primarily be used by home owners/renovators but also builders, plumbers and other trades may drop off small quantities of asbestos sheet, pipes or similar.

Broadly,

- Phone bookings will be essential and a date and time for drop off will be arranged. Verbal and written instructions will be provided to customers as to how to safely package and transport the asbestos for drop off. A safety package of protective materials will be offered and sent to customers to assist with personal safety and correct packaging. Customers can also access the appropriate packaging materials from hardware or safety equipment suppliers.
- Asbestos waste must be double wrapped, sealed and labelled at the point where it is removed from the building or structure. Heavy duty wrapping, a minimum of 0.2mm HDPE plastic sheeting, or specialised asbestos bags will be required.
- Customers will be required to send a photograph of the packaged asbestos prior to drop off to ensure appropriate packaging.
- Should the load be heavy or an awkward shape the customer will be instructed to arrive with a second person to assist in handling the material.
- Under the Environment Protection Act asbestos waste must be transported safely and securely. Customers must ensure waste is packaged appropriately and secured during transport to prevent any tears to packaging or the risk of waste falling from the vehicle. Tradespeople, licensed asbestos removalists and waste transporters using the ADP must comply with Industrial Waste Duties in transporting asbestos in an EPA permissioned vehicle using Waste Tracker.
- All booked customers will be met at the gatehouse and the asbestos packaging will be inspected. Any inappropriately packaged material will be rejected, although customers will be provided with advice as to how to rectify the packaging. Signage at the gatehouse will warn customers that dumping of asbestos is illegal and attracts significant penalties. The vehicle registration will also be recorded at the gatehouse.



- Customers will then be directed to drive to the ADP at the rear of the site and met by a member of staff.
- The customer will be responsible for unloading and placing the packaged material carefully in the bin. Clear signage will explain the procedure as well as verbal instructions from staff. The bin is only 1 metre in height allowing for ease of access and customers can walk in to deposit their packages of asbestos.
- Future Recycling staff are trained to manage any asbestos spill or associated risks and will work closely and swiftly with emergency services in the case of fire, or any risk to local communities.
- When not in use the ADP area will be locked. Future Recycling staff will also regularly monitor the skip bin to ensure packaging remains secure and EPA storage requirements are met.

Future Recycling operates an EPA permitted vehicle for removing asbestos from the site to a Licensed landfill.

## Site Plan

The Asbestos Disposal Point at the Pakenham site comprises the following infrastructure -

- A secure enclosure measuring approximately 8.2 s by 4.1 metres is proposed for the designated asbestos bin. The enclosure is in the rear north-west corner of the site with boundary fencing to the north and west. Other sides of the enclosure will be formed by temporary fencing with a lockable gate. The boundary fencing is colourbond type material to a height of 2.7 metres.
- The lidded asbestos bin measures 6.5 by 2.4 metres by 1 metre height, with the intention of easily storing the maximum allowable quantity of 10m<sup>3</sup> of packaged asbestos and avoiding any overflow. The bin will be a walk-in type allowing for ease of careful package placement.
- Clear instructional signage will be provided within the site directing customers from the supervised gatehouse to the ADP, as well as signage at the ADP to clearly identify the purpose of the bin and appropriate waste placement. All persons depositing asbestos at the site will be met at the gate house and ADP point by site staff.

Refer Figure 1

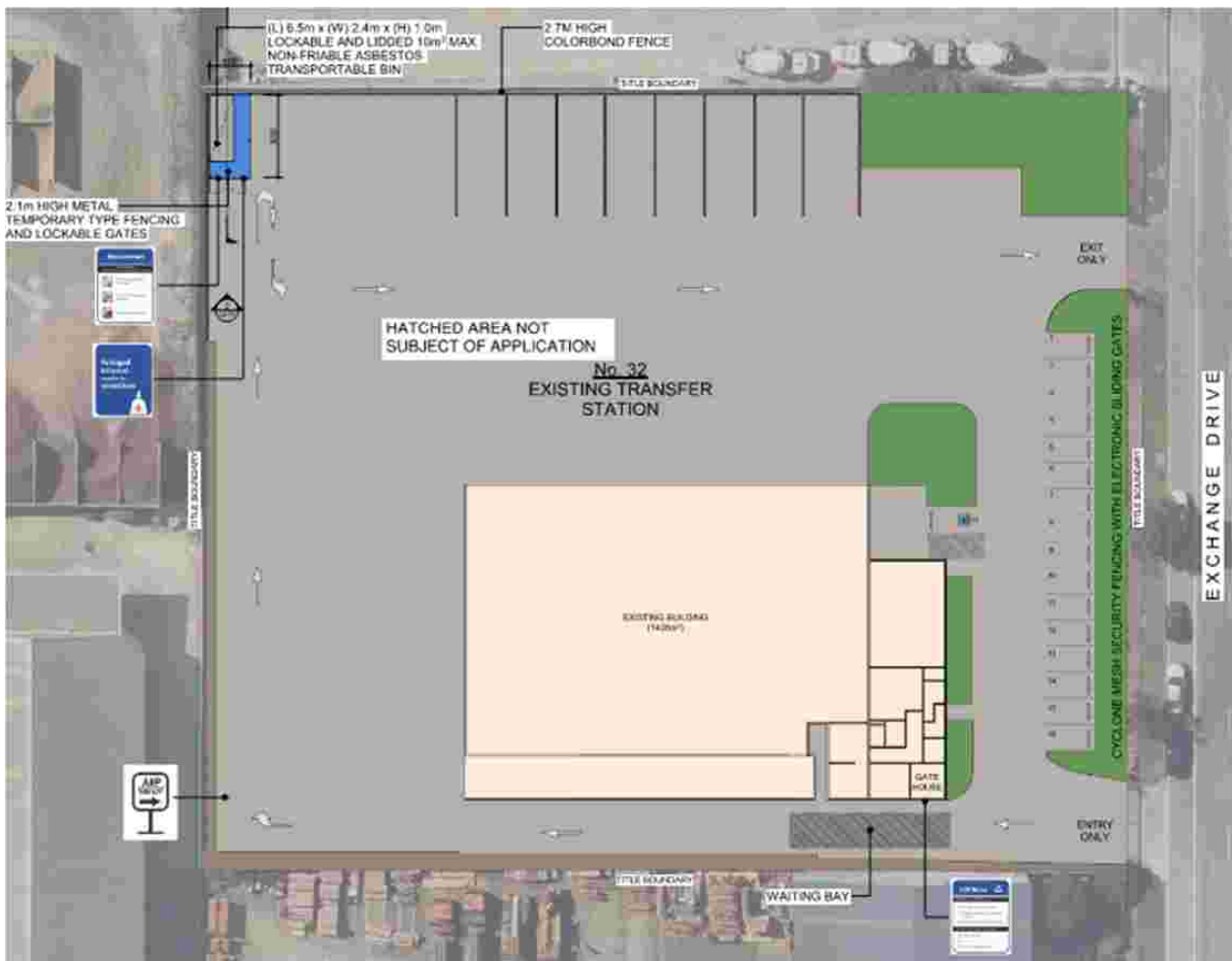
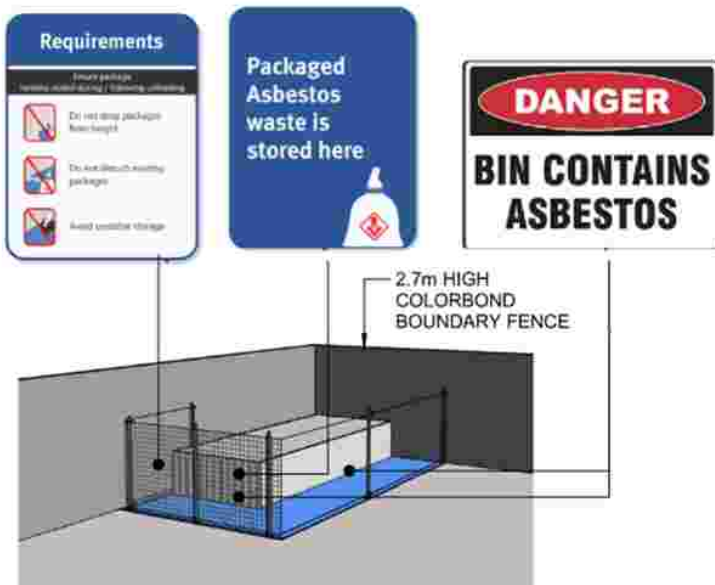


Figure 1: Site Plan Asbestos Disposal Point area in blue.

#### SIGNAGE FOR GATES AND BOUNDARY FENCE



#### PERSPECTIVE VIEW ASBESTOS DISPOSAL POINT

Figure 2: Image of Asbestos Disposal Point

Ref 12840 LU-01A

- The lidded and tarped asbestos bin measures 6.5 by 2.4 metres by 1 metre height, with the intention of easily storing the maximum allowable quantity of 10m<sup>3</sup> of packaged asbestos and avoiding any overflow. The bin will be a walk-in type allowing for ease of careful package placement.
- Clear instructional signage will be provided within the site directing customers from the supervised gatehouse to the ADP, as well as signage at the ADP to clearly identify the purpose of the bin and appropriate waste placement. All persons depositing asbestos at the site will be met at the gate house and ADP point by site staff.

## 2.2 Hours of Operation

The operating hours for the Asbestos Disposal Point will be within the hours of Monday- Friday 7.30am-4.00pm and Saturday 8.00am-2.30pm

The operating hours for the Transfer Station are 6.30am to 5.30pm Monday to Sunday.

## 2.3 Management Review

The operations reviewed on an ongoing basis, at least once per month by the Site Manager, with records detailing any improvements implemented.

The review shall be sufficient to ensure:

- The effectiveness of the system
- The company's policies and procedures are maintained
- Any changes to procedure, methods or philosophy are necessary to meet current and future needs

## 2.4 Document and data Control

### 2.4.1 Achievement of Systems Controls

Documents required for the control and management of the operating systems may consist of but not limited to:

- Environmental Management Plan;
- Planning Permit Conditions;
- Forms;
- Drawings;
- Work Instructions; and
- Safe Operating Procedures.



## 2.4.2 Control of Documentation and Data

Records and documentation shall be maintained, filed and available for review. All documentation and records will include the following as required:

- Legible;
- Dated (including revision dates);
- Identification of personnel (if appropriate); and
- Maintained in an orderly and accessible manner.

## 2.5 Records

Records shall be maintained to demonstrate satisfactory achievement of the systems and procedures pertaining to the operations.

## 2.6 Training

All personnel shall receive instructions for them to be able to satisfy the safe and effective fulfilment of their duties. All functions that need acquired skills, and which could be adversely affected by the lack of such skills, shall be identified and documented.

The Site Manager shall be responsible for reviewing the level of competence within the company and for identifying where additional training may be required.

Competence shall be defined as:

- Experience;
- Qualifications; and
- Training (internal and external).

Documentary evidence of such competence and reviews shall be maintained.

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### 3 Site Risk Assessment

A number of potential environmental impacts have been identified that could affect the ADP operations. A Site Risk Assessment has been informed by *Sustainability Victoria's - Guide to Developing and Managing Asbestos Disposal Points for the Temporary Storage of Non-Friable Asbestos Waste (Pilot Program)*, April 2023. The assessment outlines ADP processes and indicates how each of the potential impacts will be dealt with should the need arise.

The following is a list of terms used in the risk matrix:

#### Measures of Likelihood

Level	Likelihood	Description	Expected to Occur
1	Rare	Event may occur only in exceptional circumstances	Once every 30 years
2	Unlikely	Event could occur at some time	Once every 10 years
3	Possible	Event should occur at some time	Once a year
4	Likely	Not unusual, likely to occur regularly	Once a month
5	Almost Certain	Likely to occur in most circumstances	Once a week

#### Measures of Consequences

Level	Consequence	Description	
		Health and Safety	Natural Environment
1	Insignificant	No injuries, low financial loss	Minor effects on biology of physical environment
2	Minor	First aid treatment	Moderate, short term effects but not affecting ecosystem functions
3	Moderate	Likely to result in time off work	Serious medium term environmental effects
4	Major	Serious injury	Very serious, long-term environmental impairment of ecosystem function
5	Catastrophic	Fatality	

	Likelihood				
Consequence	Rare	Unlikely	Possible	Likely	Almost Certain
Catastrophic	Medium	Medium	High	High	High
Major	Low	Medium	Medium	High	High
Moderate	Low	Low	Medium	Medium	High
Minor	Low	Low	Low	Medium	Medium
Insignificant	Low	Low	Low	Low	Medium

Item #	Receptor	Hazard Type	Hazard Description	Risk Controls	Likelihood	Consequence	Risk	Additional Risk Controls
Preliminary	Customers	Asbestos	Poorly packaged asbestos waste may result in the liberation of airborne asbestos fibres.	<p>Phone bookings will be essential and a date and time for drop off will be arranged. Verbal and written instructions will be provided to customers as to how to safely package and transport the asbestos for drop off.</p> <p>A safety package of protective materials will be offered and sent to customers to assist with personal safety and correct packaging. Customers can also access the appropriate packaging materials from hardware or safety equipment suppliers.</p> <p>Customers to be instructed to send a photograph of wrapped asbestos package prior to delivery and further advice given as necessary.</p> <p>Customers to be advised that it will be their responsibility to place asbestos in bin and must be able to carry package without staff assistance. This may require two persons to deposit an asbestos package.</p> <p>Householders must ensure waste is packaged appropriately and secured during transport to prevent any tears to packaging or the risk of waste falling from the vehicle.</p>	Possible	Moderate	<b>Medium</b>	Booking and instruction process to be monitored to determine level of compliance and opportunities to clarify information provision.



Item #	Receptor	Hazard Type	Hazard Description	Risk Controls	Likelihood	Consequence	Risk	Additional Risk Controls
1. Inspection of packaged waste asbestos at weigh bridge	Site staff / Customers	Asbestos	Poorly packaged asbestos waste may result in the liberation of airborne asbestos fibres.	Staff have undertaken appropriate training regarding packaging requirements and the risk posed by asbestos material. Packaging requirements have been explained to customer through a variety of information sources. Staff do not handle the waste. Loads to be received are likely to be small. Larger packages are more likely to be deposited by tradespeople/licensed asbestos removal contractors with existing experience with packaging asbestos. Inappropriately packaged loads will be rejected and customers will be asked to re-book and provided information on how to package asbestos. Friable asbestos waste not accepted.	Possible	Moderate	<b>Medium</b>	Should incidents relating to inappropriately packaged asbestos be recurring, enhance the level of information provided to customers

Item #	Receptor	Hazard Type	Hazard Description	Risk Controls	Likelihood	Consequence	Risk	Additional Risk Controls
2. Deposition of packaged waste asbestos into skips	Customers	Asbestos	Exposure to asbestos fibre during deposition.	Asbestos waste is appropriately packaged prior to deposition in storage skip bin. Staff do not physically handle asbestos materials. Skip bin designed to allow for walk in to avoid dropping from height. Skip bins may be lined with plastic or additional visual inspections are in place where skip bin remains unlined. Customer has been advised of handling requirements and has made necessary arrangements (i.e. second person to assist) Customers are advised by staff on how to appropriately deposit loads to avoid stepping on/disturbing previously deposited packages. Signage will reinforce safe disposal requirements.	Unlikely	Moderate	<b>Low</b>	Observe and review control measures as required Undertake representative airborne asbestos fibre monitoring to validate controls.
3. Customer accessing skips	Customers	Asbestos	Exposure to asbestos fibre while accessing skips.	Asbestos waste is appropriately packaged prior to deposition in storage skip bin. Staff undertake periodic checks of the bin to confirm packaging of previously deposited waste remains appropriate. Bins are protected from weather reducing the likelihood of disturbance. Loads to be received are likely to be small. Larger packages are more likely to be deposited by tradespeople/licensed asbestos removalists.	Unlikely	Moderate	<b>Low</b>	Observe and review control measures as required Undertake representative airborne asbestos fibre monitoring to validate controls.

Item #	Receptor	Hazard Type	Hazard Description	Risk Controls	Likelihood	Consequence	Risk	Additional Risk Controls
4. Packaged waste asbestos storage	Site staff / Customers	Asbestos	Exposure to asbestos fibre during storage and pending disposal.	Asbestos waste is appropriately packaged prior to deposition in storage skip bin. Storage duration of asbestos waste limited to 60 days. Asbestos waste stored within locked and tarped skip bin to protect from weathering. Signage utilised to identify location of asbestos. Periodic inspections by site staff to ensure asbestos waste is stored appropriately. Skip bins are to be stored in a secure designated area which will not be accessible without authorisation.	Rare	Moderate	<b>Low</b>	Observe and review control measures as required Undertake representative airborne asbestos fibre monitoring to validate controls.
5. Packaged waste asbestos storage - rectification of damaged packages in skip bin	Site staff	Asbestos	Exposure to asbestos fibre during repackaging.	Staff have undertaken appropriate training regarding packaging requirements and the risk posed by asbestos material. Repackaging works undertaken in asbestos storage area where appropriate controls have been established to store and consolidate waste. Staff utilise appropriate PPE/RPE and are trained in the use of PPE/RPE. Staff utilise appropriate decontamination procedures including disposal of RPE/PPE as asbestos waste. Repackaging should not result in further disturbance to asbestos materials.	Possible	Major	<b>Medium</b>	Reject poorly packaged loads Enhance communication to customers regarding packaging requirements Engage licensed asbestos removalist to undertake repair works



				Best industry standard materials are available to assist with the rectification process. Staff have the option to engage licensed asbestos removalist to undertake repair works.				
Item #	Receptor	Hazard Type	Hazard Description	Risk Controls	Likelihood	Consequence	Risk	Additional Risk Controls
6. Customers and staff using other services at transfer station	Site staff / Customers	Asbestos	Exposure to asbestos fibre during asbestos related activities (i.e. deposition, storage and removal).	Asbestos waste is appropriately packaged prior to deposition in storage skip bin. Storage duration of asbestos waste limited to 60 days. Asbestos waste stored within locked skip bin or in a secure area with appropriate isolation. Signage utilised to identify location of asbestos. Periodic inspections by site staff to ensure asbestos waste is stored appropriately. Where packaged asbestos has been damaged in storage, rectification is undertaken by site staff or licensed asbestos removalist.	Rare	Moderate	<b>Low</b>	Observe and review control measures as required Undertake representative airborne asbestos fibre monitoring to validate controls.
7. Close proximity of combustible materials	Site staff / Customers	Packaged asbestos stored in proximity of combustible materials	Exposure to asbestos fibre as a result of fire	Combustible materials stored in accordance with EPA Victoria and WorkSafe Victoria requirements. Asbestos waste segregated from combustible waste storage area. Steel storage bins utilised to protect asbestos waste from fire risks. Emergency services aware of the location of stored asbestos waste. Emergency procedures updated to include	Rare	Major	<b>Low</b>	Observe and review control measures as required Undertake representative airborne asbestos fibre monitoring to validate controls.

				contingencies to manage asbestos. Fire infrastructure available on-site.				
Item #	Receptor	Hazard Type	Hazard Description	Risk Controls	Likelihood	Consequence	Risk	Additional Risk Controls
8. Sealing of asbestos skip bin	Site staff / Customers	Asbestos	Exposure to asbestos fibre during sealing of skip bin.	Asbestos waste is appropriately packaged prior to deposition in storage skip bin. Periodic inspections by site staff have ensured asbestos waste has been stored appropriately and damaged packaging repaired if required. Staff utilise appropriate decontamination procedures, PPE and RPE where required. Asbestos waste skip bin sealed/tarped. Skip bins may be lined with plastic or additional visual inspections are in place where skip bin remains unlined. Signage utilised to identify location of asbestos.	Rare	Major	<b>Low</b>	- Observe and review control measures as required - Undertake representative airborne asbestos fibre monitoring to validate controls.
9. Removal of skip bin from site	Site staff / Customers	Asbestos	Exposure to asbestos fibre during removal of skip bin.	Asbestos waste is appropriately packaged prior to deposition in storage skip bin. Periodic inspections by site staff have ensured asbestos waste has been stored appropriately and damaged packaging repaired if required. Skip bin lid/tarp has been sealed for removal. Skip bin design requires minimal handling to undertake removal. Asbestos waste transported in an EPA Victoria permitted vehicle. A replacement bin will be provided at the	Rare	Major	<b>Low</b>	Observe and review control measures as required Undertake representative airborne asbestos fibre monitoring to validate controls.

				time of pick-up or the bin will be collected during a formal "non-receival" time.				
Item #	Receptor	Hazard Type	Hazard Description	Risk Controls	Likelihood	Consequence	Risk	Additional Risk Controls
10. Illegal dumping of asbestos at site entrance	Site staff / Customers	Asbestos	Exposure to asbestos fibre as a result of dumped asbestos	Staff have undertaken appropriate training regarding packaging requirements and the risk posed by managing the material. Facility has procedures to manage dumped asbestos including use of PPE/RPE, isolation of the asbestos and the option for either a trained staff member or a licensed asbestos removalist to remove the waste. CCTV cameras are present at the facility to deter illegal dumping.	Rare	Major	<b>Low</b>	Increase security Increase community engagement and awareness Review non-conforming loads rejection process.

Item #	Receptor	Hazard Type	Hazard Description	Risk Controls	Likelihood	Consequence	Risk	Additional Risk Controls
11. Contamination of soil and waterways	Terrestrial and aquatic ecosystems	Asbestos	Contamination of soil and waterways	<p>Staff have undertaken appropriate training regarding packaging and inspect each load</p> <p>Waste which is inappropriately packaged will be repaired by operator, customer or licensed asbestos removal contractor.</p> <p>Package sizes will be limited to prevent damage/breaking.</p> <p>Customer will have vehicle access to the skip bin allowing direct deposit into the skip bin.</p> <p>Waste is deposited into a weatherproof bin or will be stored in a designated shed or undercover.</p> <p>Skip bin is transported direct to landfill and decanting and double handling of waste is not required.</p> <p>Environmental management plans will be updated to reflect the storage of asbestos on-site.</p>	Rare	Minor	<b>Low</b>	Establish hardstand to reduce risk of cross contamination in the event packages are breached.



## REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

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VOLUME 10707 FOLIO 229

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### LAND DESCRIPTION

Lot 14 on Plan of Subdivision 425855U.  
PARENT TITLE Volume 10507 Folio 482  
Created by instrument PS425855U 19/02/2003

### REGISTERED PROPRIETOR

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY116764R 19/06/2024  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT AC022485K 24/04/2003

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987  
V498653P 29/06/1998

NOTICE Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) 2020  
AT390550V 01/07/2020

### DIAGRAM LOCATION

SEE PS425855U FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 32 EXCHANGE DRIVE PAKENHAM VIC 3810

### ADMINISTRATIVE NOTICES

NIL

eCT Control 20381U COMMONWEALTH BANK OF AUSTRALIA  
Effective from 19/06/2024

DOCUMENT END

Title 10707/229

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+	<b>PLAN OF SUBDIVISION</b>	STAGE No.	LTD USE ONLY <b>EDITION 1</b>	PLAN NUMBER <b>PS 425855U</b>
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<p style="text-align: center;"><b>LOCATION OF LAND</b></p> <p><b>PARISH:</b> NAR NAR GOON</p> <p><b>TOWNSHIP:</b> -</p> <p><b>SECTION:</b> -</p> <p><b>CROWN ALLOTMENT:</b> 31 (PART)</p> <p><b>CROWN PORTION:</b> -</p> <p><b>LTD BASE RECORD:</b> CHART</p> <p><b>TITLE REFERENCES:</b> Vol. 10507 Fol. 482</p> <p><b>LAST PLAN REFERENCE/S:</b> PS 422359Y (LTA)</p> <p><b>POSTAL ADDRESS:</b> 1140-1170 HEALESVILLE- (At time of subdivision) KOO WEE RUP RD. PAKENHAM</p> <p><b>AMG Co-ordinates</b> (of approx centre of land in plan) E 367 900 N 5782 000 ZONE: 55</p>	<p style="text-align: center;"><b>COUNCIL CERTIFICATION AND ENDORSEMENT</b></p> <p><b>COUNCIL NAME:</b> CARDINIA SHIRE <span style="float: right;">REF: 599/070</span></p> <p>1. <del>This plan is certified under Section 6 of the Subdivision Act 1988.</del></p> <p>2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6. <b>29/07/1999</b></p> <p>3. <del>This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.</del></p> <p><b>OPEN SPACE</b></p> <p>(i) A requirement for public open space under Section 18 of the Subdivision Act 1988 <del>has/has not been made.</del></p> <p>(ii) <del>The requirement has been satisfied.</del></p> <p>(iii) <del>The requirement is to be satisfied in Stage</del> _____</p> <p><del>Council Delegate</del> _____</p> <p><del>Council Seal</del> _____</p> <p><del>Date</del> <b>9/14/2002</b></p> <p>Re-certified under Section 11(7) of the Subdivision Act 1988.</p> <p>Council Delegate _____</p> <p><del>Council Seal</del> _____</p> <p><del>Date</del> <b>9/14/2002</b></p>
--	---

VESTING OF ROADS AND/OR RESERVES	
IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R-1	CARDINIA SHIRE COUNCIL

NOTATIONS	
STAGING	This <del>is</del> is not a staged subdivision. Planning permit No. _____
DEPTH LIMITATION	DOES NOT APPLY.

LOTS 1-13 BOTH INCLUSIVE HAVE BEEN OMITTED FROM THIS PLAN

SURVEY. THIS PLAN IS ~~IS NOT~~ BASED ON SURVEY  
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 147  
IN PROCLAIMED SURVEY AREA No. 71

EASEMENT INFORMATION					LTD USE ONLY
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
A-1	WAY, DRAINAGE, SEWERAGE, WATER, GAS, ELECTRICITY AND TELEPHONE. DRAINAGE SEWERAGE & WATER GAS POWERLINE	SEE DIAG. SEE DIAG. SEE DIAG. SEE DIAG. SEE DIAG.	PS.413515 N PS.413515 N PS.413515 N PS.413515 N PS.413515 N, SEC.44 ELECTRICITY INDUSTRY ACT 1993	LAND IN PS.413515N MELBOURNE WATER LIMITED SOUTH EAST WATER LIMITED GAS AND FUEL CORPORATION EASTERN ENERGY LIMITED	RECEIVED <input checked="" type="checkbox"/>  DATE <b>11/02/03</b>
E-1	SEWERAGE	5.01	C/E H916121	PAKENHAM SEWERAGE AUTHORITY	
E-3	TRANSMISSION OF GAS	SEE DIAG.	INST.2700841	Vol. 5755 Fol. 953	LTD USE ONLY  PLAN REGISTERED TIME <b>6.21 PM</b> DATE <b>19/02/03</b>
E-6	WAY, DRAINAGE, SEWERAGE, WATER, GAS, ELECTRICITY AND TELEPHONE. DRAINAGE SEWERAGE & WATER GAS POWERLINE	SEE DIAG. SEE DIAG. SEE DIAG. SEE DIAG.	PS.413515 N PS.413515 N PS.413515 N PS.413515 N, SEC.44 ELECTRICITY INDUSTRY ACT 1993	LAND IN PS.413515N MELBOURNE WATER LIMITED SOUTH EAST WATER LIMITED GAS AND FUEL CORPORATION EASTERN ENERGY LIMITED	
E-7	SEWERAGE	SEE DIAG.	PS.413515 N	SOUTH EAST WATER LIMITED	Assistant Registrar of Titles  SHEET 1 OF 2 SHEETS
E-9	SEWERAGE	SEE DIAG.	THIS PLAN	SOUTH EAST WATER LIMITED	
E-10	SEWERAGE DRAINAGE	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN	

<p><b>KLM DEVELOPMENT CONSULTANTS</b> LEVEL 3, 47 PRINCES HWY DANDENONG, 3175 PH. (03) 9794-9438</p>	<p>LICENSED SURVEYOR (PRINT) JAMES A. DEA</p> <p>SIGNATURE _____</p> <p>REF <b>1813/8</b> VERSION <b>0</b></p>	<p>DATE <b>28/3/02</b></p> <p>DATE <b>9/14/2002</b></p> <p>COUNCIL DELEGATE SIGNATURE _____</p> <p>ORIGINAL SHEET SIZE <b>A3</b></p>
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## REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

Page 1 of 1

VOLUME 10561 FOLIO 666

Security no : 124124222332E  
Produced 07/05/2025 09:46 AM

### LAND DESCRIPTION

Lot 7 on Plan of Subdivision 437846D.  
PARENT TITLE Volume 10511 Folio 538  
Created by instrument PS437846D 02/01/2001

### REGISTERED PROPRIETOR

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY116764R 19/06/2024  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT X280826P 24/01/2001

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987  
V498653P 29/06/1998

NOTICE Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) 2020  
AT390580L 01/07/2020

### DIAGRAM LOCATION

SEE PS437846D FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 32 EXCHANGE DRIVE PAKENHAM VIC 3810

### ADMINISTRATIVE NOTICES

NIL

eCT Control 20381U COMMONWEALTH BANK OF AUSTRALIA  
Effective from 19/06/2024

DOCUMENT END

Title 10561/666

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Page 1 of 1



+	<b>PLAN OF SUBDIVISION</b>	STAGE No.	LTD USE ONLY <b>EDITION 1</b>	PLAN NUMBER <b>PS 437846D</b>
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<p style="text-align: center;"><b>LOCATION OF LAND</b></p> <p><b>PARISH:</b> NAR NAR GOON</p> <p><b>TOWNSHIP:</b> -</p> <p><b>SECTION:</b> -</p> <p><b>CROWN ALLOTMENT:</b> 31 (PART)</p> <p><b>CROWN PORTION:</b> -</p> <p><b>LTD BASE RECORD:</b> CHART</p> <p><b>TITLE REFERENCES:</b> V10511 F538</p> <p><b>LAST PLAN REFERENCE/S:</b> LOT F PS.425860C</p> <p><b>POSTAL ADDRESS:</b> 1140-1170 HEALESVILLE- (At time of subdivision) KOO WEE RUP RD. PAKENHAM</p> <p><b>AMG Co-ordinates</b> (of approx centre of land in plan) E 367 500 ZONE: 55 N 5782 000</p>	<p style="text-align: center;"><b>COUNCIL CERTIFICATION AND ENDORSEMENT</b></p> <p><b>COUNCIL NAME:</b> CARDINIA SHIRE <span style="float: right;">REF: 500/108</span></p> <p>1. This plan is certified under Section 6 of the Subdivision Act 1988.</p> <p>2. <del>This plan is certified under Section 11(7) of the Subdivision Act 1988.</del> <del>Date of original certification under Section 6: / /</del></p> <p>3. <del>This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.</del></p> <p><b>OPEN SPACE</b></p> <p>(i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/has not been made.</p> <p>(ii) <del>The requirement has been satisfied.</del></p> <p>(iii) <del>The requirement is to be satisfied in Stage .....</del></p> <p>Council Delegate <del>Council Seal</del> Date 21 / 10 / 2000</p> <p><del>Re-certified under Section 11(7) of the Subdivision Act 1988.</del> <del>Council Delegate</del> <del>Council Seal</del> Date / /</p>
--	--

VESTING OF ROADS AND/OR RESERVES	
IDENTIFIER	COUNCIL/BODY/PERSON

NOTATIONS	
STAGING	This is/is not a staged subdivision. Planning permit No. T970459A
DEPTH LIMITATION	DOES NOT APPLY.
LOTS 1 TO 6 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.	

SURVEY. THIS PLAN IS ~~IS NOT~~ BASED ON SURVEY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 147  
IN PROCLAIMED SURVEY AREA No. 71

EASEMENT INFORMATION					LTD USE ONLY
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT  RECEIVED <input checked="" type="checkbox"/>  DATE 21 / 12 / 00
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1 E-2 E-6	SEWERAGE SEWERAGE WAY, DRAINAGE, SEWERAGE, WATER, GAS, ELECTRICITY AND TELEPHONE. DRAINAGE SEWERAGE & WATER GAS POWERLINE	5.01 5.01 SEE DIAG	C/E H916121 C/E J929659 PS. 413515 N	PAKENHAM SEWERAGE AUTHORITY PAKENHAM SEWERAGE AUTHORITY LAND IN PS 413515 N	LTD USE ONLY  PLAN REGISTERED TIME 12 NOON DATE 2 / 1 / 2001   Assistant Registrar of Titles SHEET 1 OF 2 SHEETS
E-7 E-8 E-9	SEWERAGE SEWERAGE SEWERAGE SEWERAGE	SEE DIAG. SEE DIAG. SEE DIAG. SEE DIAG.	PS. 413515 N PS. 413515 N PS. 413515 N PS. 413515 N, SEC 44 ELECTRICITY INDUSTRY ACT 1993 PS. 413515 N PS. 422350 T PS. 425860C PS. 425860C	MELBOURNE WATER CORPORATION SOUTH EAST WATER LIMITED GAS AND FUEL CORPORATION EASTERN ENERGY LIMITED  SOUTH EAST WATER LIMITED SOUTH EAST WATER LIMITED SOUTH EAST WATER LIMITED LAND IN THIS PLAN	

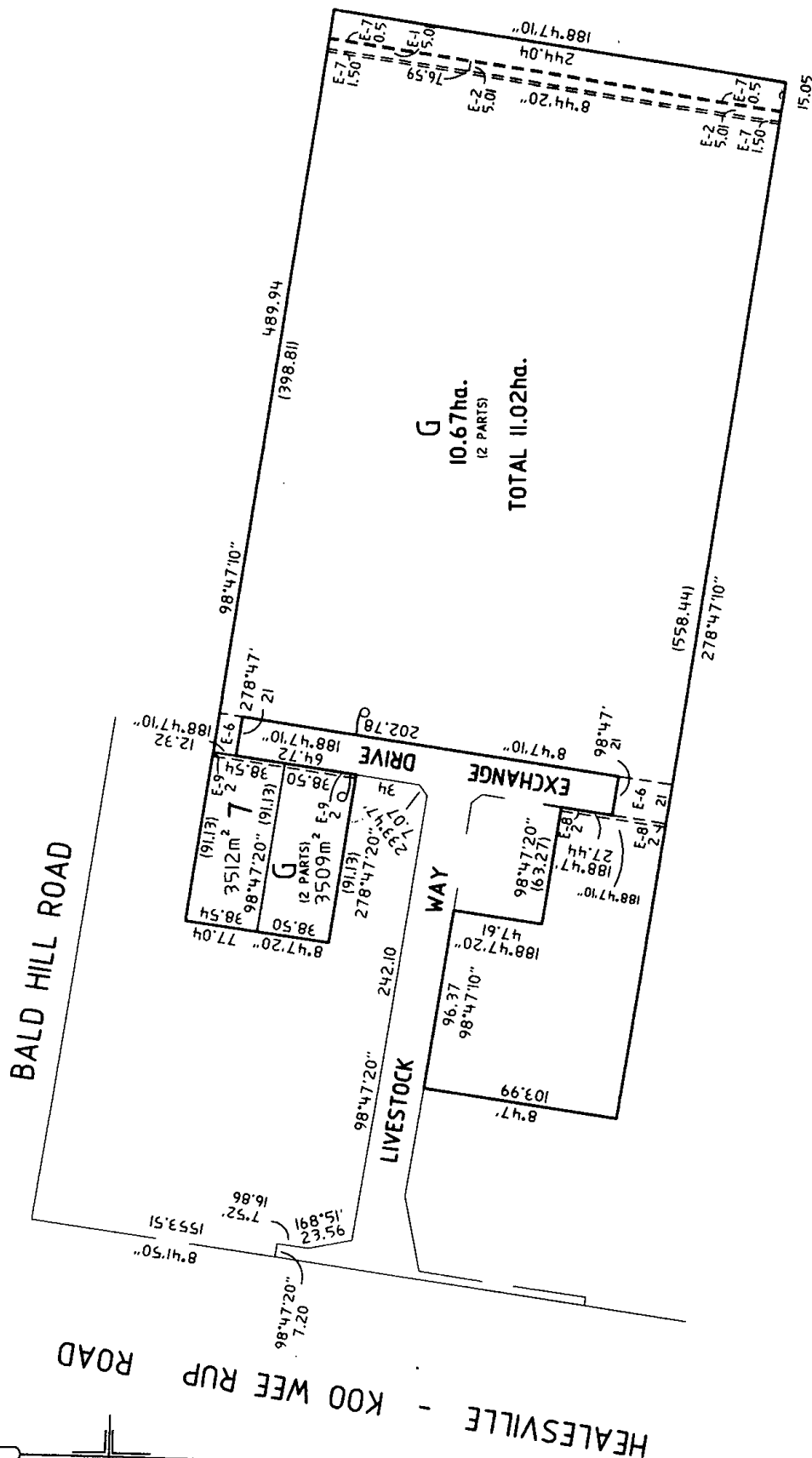
<p><b>KLM DEVELOPMENT CONSULTANTS</b></p> <p>LEVEL 3, 47 PRINCES HWY DANDENONG, 3175 PH. (03) 9794-9438</p>	<p>LICENSED SURVEYOR (PRINT) JAMES ANDREW DEA</p> <p style="text-align: center;">1813/7A</p>	<p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>ORIGINAL SHEET SIZE A3</p>
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PLAN OF SUBDIVISION

PLAN NUMBER

PS 437846D

STAGE No.



HEALESVILLE - KOO WEE RUP ROAD

BALD HILL ROAD

LIVESTOCK WAY

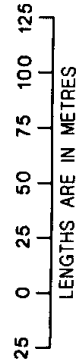
DRIVE

EXCHANGE

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**KLM** DEVELOPMENT CONSULTANTS  
LEVEL 3, 47 PRINCES HWY  
DANDENONG, 3175  
PH. (03) 9794-9438

SCALE



ORIGINAL SCALE 1:2500  
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) JAMES A. DEA  
SIGNATURE DATE / /  
REF 1813/7A VERSION 2

SHEET 2 OF 2 SHEETS  
DATE / /  
COUNCIL DELEGATE SIGNATURE



# TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name: J. N. MARTIN & PARTNERS.

Phone: 9793 4722

Address: P. O. BOX 1040, DANDENONG 3175.

Ref: 200360NM

Customer Code: 1189T



**X280826P**

240101 1635 45 93



MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed—

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer: and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land:

VOLUME 10561 FOLIO 666

Estate and Interest:

ALL ITS ESTATE IN FEE SIMPLE

Consideration:

\$93,500.00



DX280826P-1-7

Transferor:

VICTORIAN LIVESTOCK EXCHANGE LIMITED. A.C.N. 078 839 031

Transferee:

BROOKLYN LANDFILL & WASTE RECYCLING PTY. LTD. A.C.N. 070 752 500 of Old Geelong Road, Road, Brooklyn 3025.

Directing Party:

Creation and/or Reservation and/or Covenant:

AND we the said Transferees with the intent that the benefit of this covenant shall be attached to and run at law and in equity with each and every lot on Plan of Subdivision No. 417883K other than the said lot hereby transferred and that the burden of this covenant shall be annexed to and run at law and equity with the said lot hereby transferred DO HEREBY for ourselves our heirs executors administrations transferees registered proprietors for the time being of the land hereby transferred hereby and as separate covenants jointly and severally covenant with the said transferor and other the registered proprietor or proprietors for the time being of each and every lot on the said Plan of Subdivision other than the said Lot hereby transferred that:-

- (a) The proprietor shall not erect on the land any building or buildings the total ground area of which (measured from the outermost extremity of any building at any level) including any under cover car parking, terrace, pergola or verandah is more than forty percent (40%) of the area of the land.

Approval No.935003A

**ORDER TO REGISTER**  
Please register and issue title to

**T2**

Signed

Cust. Code:

**STAMP DUTY USE ONLY**

76  
\$2044-

Original Transfer of Land  
Stamped with: \$2,044.00  
Trn: 933410 22-JAN-2001  
Stamp Duty Victoria, JXM2



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**THE BACK OF THIS FORM MUST NOT BE USED**

30 JAN 2001

- (b) The proprietor shall not use more than 90% of the area of the land other than as landscaped garden open space properly kept, in keeping with the subdivision as a superior industrial development. The proprietor shall not plant or grow nor permit to be planted or grown within or upon the landscaped garden open space trees other than trees indigenous to southern Australia (with the exception of mature trees growing upon the land at the date hereof).
- (c) The proprietor shall not plant or grow or permit to be grown within 3 metres of any title boundary abutting a roadway any landscaped garden other than open grassed land generally conforming with the natural contour of the land.
- (d) The proprietor shall not operate or permit the operation of any brothel or similar business or activity on or from the land.
- (e) The proprietor shall not within the distance specified of any boundary specified build, erect or establish any building, fence, landscaping works or carpark:-
- (i) Buildings - 7.5 metres from any title boundary abutting Livestock Way;
  - (ii) Buildings - 7.5 metres from any title boundary abutting Exchange Drive;
  - (iii) Buildings - 15 metres from any title boundary abutting Healesville, Koo-Wee-Rup Road, north of Livestock Way.
- (f) The proprietor shall not erect or permit to be erected on the land any building, fence or associated works with:-
- (i) not less than ten percent (10%) of the total area of any building having a pitch of not less than fifteen degrees measured from the horizontal;
  - (ii) not less than fifteen percent (15%) of the floor area of same capable of being used as an office, showroom or retail outlet. For the purpose of this covenant, in calculating the total building floor area of such building, a structure which is substantially adjacent to another shall be treated as one building;
  - (iii) external walls, vertical structures and vertical services (including but not limited to plumbing and ventilation), excluding windows, constructed of materials or finished with a surface other than a material or finish having a matt or low reflective appearance;
  - (iv) more than eighty-five percent (85%) of such external walls, vertical structures and vertical services (all by the collective area of all such external walls, vertical structure or vertical services substantially facing the title boundary) being of any one colour (treating tones or shades of a colour as one colour);
  - (v) wire, metal or other material of less than five millimetres diameter or face measurement used as fencing, nor with any support structures for such fencing (other than wooden supports) or any other component connected therewith (and in all respects including gates) being untreated or covered, coated or encased in any treatment other than dark green or black polyvinyl chloride (PVC) or polycarbonate or similar substance.
- (g) The proprietor shall not erect or permit to be erected any sign having an area of more than one square metre for each five metres of the title boundaries abutting any road or being of a height greater than five lineal metres above the surface of the surrounding land, measured from the height of the land adjoining the property at the nearest title boundary.

AND IT IS INTENDED that this covenant shall be set out as an encumbrance on the Certificate of Title issued OR to issue for the said lot HEREBY transferred and shall run with the land.

Dated: 17/01/2001

T  
E  
a  
  
D  
F  
U

[Redacted Signature]



Direct  
Full N  
Usual

[Redacted Signature]

EXECUTED by BROOKLYN LANDFILL & WASTE  
RECYCLING PTY. LTD. A.C.N. 070 752 500 by being  
signed by the  
the company

Director...  
Full Name  
Usual Address

[Redacted Signature]

Direct  
Full N  
Usual

[Redacted Signature]

Approval No. 935003A

T2 Page 2

X280826P  
240101 1635 45 93



X280826P-2-4

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Lot 14

# TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by: **JN MARTIN + PARTNERS**

Name:

Phone:

Address:

Ref:

Customer Code: **1189T**



**AC022485K**

24/04/2003 \$300

45



MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed—

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land:

Volume 10707 Folio 229

Estate and Interest:

All its estate in fee simple

Consideration:

\$85,000.00



DAC022485K-1-6

Transferor:

Transferee:

Directing Party:

Creation and/or Reservation and/or Covenant:

AND the said Transferees with the intent that the benefit of this covenant shall be attached to and run at law and in equity with each and every lot on Plan of Subdivision No. 417883K other than the said lot hereby transferred and that the burden of this covenant shall be annexed to and run at law and equity with the said lot hereby transferred DO HEREBY for ourselves our heirs executors administrators transferees registered proprietors for the time being of the land hereby transferred hereby and as separate covenants jointly and severally covenant with the said transferor and other the registered proprietor or proprietors for the time being of each and every lot on the said Plan of Subdivision other than the said Lot hereby transferred that:-

Approval No.935023A

**ORDER TO REGISTER**  
Please register and issue title to

S 24 STAMP DUTY USE ONLY

3105

**T2**

Signed

Cust. Code:

Original Transfer of Land  
Stamped with: \$3,106.00  
Trn: 1511311 24-APR-2003  
SRO Victoria Duty, BX10



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- (a) The proprietor shall not erect on the land any building or buildings the total ground area of which (measured from the outermost extremity of any building at any level) including any under cover car parking, terrace, pergola or verandah is more than forty percent (40%) of the area of the land.
- (b) The proprietor shall not use more than 90% of the area of the land other than as landscaped garden open space properly kept, in keeping with the subdivision as a superior industrial development. The proprietor shall not plant or grow nor permit to be planted or grown within or upon the landscaped garden open space trees other than trees indigenous to Southern Australia (with the exception of mature trees growing upon the land at the date hereof).
- (c) The proprietor shall not plant or grow or permit to be grown within 3 metres of any title boundary abutting a roadway any landscaped garden other than open grassed land generally conforming with the natural contour of the land.
- (d) The proprietor shall not operate or permit the operation of any brothel or similar business or activity on or from the land.
- (e) The proprietor shall not within the distance specified of any boundary specified build, erect or establish any building, fence, landscaping works or car park:-
  - (i) Buildings – 7.5 metres from any title boundary abutting Livestock Way;
  - (ii) Buildings – 7.5 metres from any title boundary abutting Exchange Drive; - - -
  - (iii) Buildings – 15 metres from any title boundary abutting Healesville, Koo-Wee-Rup Road, north of Livestock Way.
- (f) The proprietor shall not erect or permit to be erected on the land any building, fence or associated works with:-
  - (i) not less than ten percent (10%) of the total roof area of any building having a pitch of not less than fifteen degrees measured from the horizontal;
  - (ii) not less than fifteen percent (15%) of the floor area of same capable of being used as an office, showroom or retail outlet. For the purposes of this covenant, in calculating the total building floor area of such building, a structure which is substantially adjacent to another shall be treated as one building.
  - (iii) external walls, vertical structures and vertical services (including but not limited to plumbing and ventilation), excluding windows, constructed of materials or finished with a surface other than a material or finish having a matt or low reflective appearance;
  - (iv) more than eighty-five percent (85%) of such external walls, vertical structures and vertical services (all by the collective area of all such external walls, vertical structure or vertical services substantially facing the title boundary) being of any one colour (treating tones or shades of a colour as one colour).
  - (v) wire, metal or other material of less than five millimetres diameter of face measurement used as fencing, nor with any support structures for such fencing (other than wooden supports) or any other component connected therewith (and in all respects including gates) being untreated or covered, coated or encased in any treatment other than dark green or black polyvinyl chloride (PVC) or polycarbonate or similar substance.
- (g) The proprietor shall not erect or permit to be erected any sign having an area of more than one square metre for each five metres of the title boundaries abutting any road or being of a height greater then five lineal metres above the surface of the surrounding land, measured from the height of the land adjoining the property at the nearest title boundary.

AND IT IS INTENDED that this covenant shall be set out as an encumbrance on the Certificate of Title issued OR to issue for the said lot HEREBY transferred and shall run with the land.

Approval No. 935023A

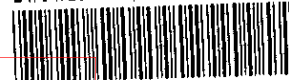
T2 Page 2 & Page 3



AC022485K

24/04/2003 \$300

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## Section 173 Agreement

Date: 6 April 1998

**CARDINIA SHIRE COUNCIL**

the Council

**VICTORIAN LIVESTOCK EXCHANGE LIMITED**

ACN 078 839 831

the Purchaser

**V498653P**  
290698 1012 173



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**V498653P**

290698 1012 173



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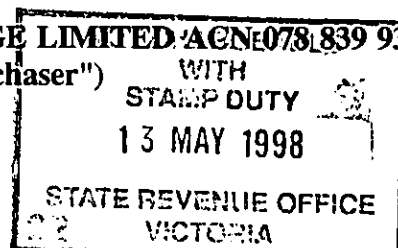
(i)



SECTION 173 AGREEMENT made at Melbourne on 6 APRIL 1998

BETWEEN THE CARDINIA SHIRE COUNCIL, Municipal Offices, Henty Way,  
Pakenham, Victoria ("the Council")

AND VICTORIAN LIVESTOCK EXCHANGE LIMITED ACN0781839 931,  
9 Clyde Road, Berwick, Victoria ("Purchaser")



## RECITALS

- A. Pursuant to the Contract of Sale, on the Settlement Date the Purchaser will be entitled to be the registered proprietor of the Land.
- B. The Purchaser is the registered proprietor of the Adjacent Land.
- C. The Purchaser intends to undertake the Development on the Development Land (which land comprises the Land and the Adjacent Land).
- D. Pursuant to special condition 20 of the Contract of Sale, the Council has agreed subject to certain conditions to grant to the Purchaser a rate concession with respect to the Development Land for a period of 5 years from the Settlement Date, and has agreed to make certain other undertakings, strictly on the terms and conditions set out in this Agreement.
- E. The Council is satisfied that to assist the proper development of the Municipal District (in which the Development Land is located) it is appropriate to grant the rate concession to the Purchaser.
- F. The parties have agreed that, without limiting or restricting their respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

## THE PARTIES AGREE AS FOLLOWS:

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### 1. DEFINITIONS AND INTERPRETATIONS

#### 1.1 Definitions



In this Agreement the terms and words set out in this clause shall have the following meaning unless otherwise indicated by the context:

"Act" means the Planning & Environment Act 1987.

"Adjacent Land" means the whole of the land contained in Lot 4 on registered Plan of Sub-Division No. LP72757 and being adjacent to the Land.

"Agreement" or "this Agreement" means this Agreement and any amending or supplementary agreement executed by the Council and the Purchaser.

"Balance Land" means that part of the Development Land not comprising the Livestock Selling Complex.

**"Concession Period"** means a period of 5 consecutive years commencing on the Settlement Date.

**"Contract of Sale"** means the Contract of Sale for the Land made between the Council (as vendor) and the Purchaser (as purchaser) dated 17 November 1997.

**"Day of Sale"** means 17 November 1997.

**"Development"** means the development of the Development Land in accordance with the Development Application and any modifications thereto as maybe approved by the Council.

**"Development Application"** means the development plans and specifications submitted to the Council with development application no. T970459 dated 12 August 1997 prepared by Barlink Pty Ltd in respect of the Development Land.

**"Development Land"** means collectively the Land and the Adjacent Land.

**"Land"** means the whole of the land contained in Certificate of Title Volume 8720 Folio 116 and known as 1140-1150 Kooweerup Road, Pakenham, Victoria.

**"LG Act"** means the Local Government Act 1989.

**"Livestock Selling Complex"** means that part of the Development Land which is delineated in yellow on the plan attached as Annexure "A" to this Agreement.

**"Settlement Date"** means the date on which the settlement of the sale of the Land by the Council to the Purchaser takes place, which date is anticipated to be 15 February 1998 (or such other date as the parties agree).

**"South East Water"** means South East Water Ltd.

**"Subdivision Act"** means the Subdivision Act 1988.

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## 1.2 Interpretation

In this Agreement:



- (a) the singular includes the plural and vice versa;
- (b) a reference to a gender includes a reference to each other gender;
- (c) a reference to a person includes:
  - (i) a reference to a firm, corporation or other body corporate or any public or governmental authority or agency; and
  - (ii) that person's successors, substitutes (including persons taking by way of novation) and assigns;
- (d) if a party consists of more than one person, this Agreement binds them jointly and each of them severally;

- (e) a reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes;
- (f) all headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement;
- (g) a reference to a clause, sub-clause, paragraph or sub-paragraph, schedule or annexure shall be reference to a clause, sub-clause, paragraph, sub-paragraph, schedule or annexure as the case may be, to this Agreement;
- (h) if the time for performing any act or thing required to be performed or done under or pursuant to this Agreement expires on a Saturday or Sunday or on a day gazetted as a public holiday in Victoria, the time for performance or doing of that act or thing will be extended to the following day which is not itself a Saturday, a Sunday or a gazetted public holiday in Victoria; and
- (i) any monetary amounts in this Agreement are expressed in Australian dollars (\$).

## **2. AGREEMENT UNDER SECTION 173 OF THE ACT**

The parties have agreed that without limiting or restricting their respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

## **3. COMMENCEMENT OF AGREEMENT**

This Agreement shall be deemed to come into force and effect as from the Settlement Date and the benefit and the burden of this Agreement shall run with, and be annexed to, the Development Land.

## **4. SUCCESSORS IN TITLE**

- 4.1 Without limiting the operation or the effect which this Agreement has, the parties shall ensure that their respective successors in title:
  - (a) give effect to, and do all acts and sign all documents as may be required to give effect to, this Agreement; and
  - (b) execute under seal a deed agreeing to be bound by the terms of this Agreement and thereupon this Agreement shall continue as if executed by such successors as well as by the parties hereto and as if the respective successor's name appeared in each clause in which the names of the relevant party appears and in addition to the name of the relevant party.
- 4.2 The provisions of this clause shall end upon a memorandum of this Agreement being registered on the certificates of title to the Development Land in accordance with Section 181 of the Act.

## 5. OBLIGATION TO GRANT CONCESSION

### 5.1 In the exercise of the powers conferred on it by:

- (a) Section 169(1) of the LG Act; and
- (b) any other provision, whether in the LG Act or in any other Act,

the Council must, subject to clause 6 below, during the Concession Period, grant to the Purchaser a concession in relation to the:

- (c) general rates; and
- (d) municipal charges,

declared by the Council and which, but for this Agreement, would be levied on the Purchaser in respect of the Development Land.

### 5.2 Notwithstanding clause 5.1, the Purchaser will be required to make payment of all service rates and service charges which may be levied on the Purchaser in respect of the Development Land.

## 6. NATURE OF THE RATES CONCESSION

### 6.1 The rates concession agreed to by the Council pursuant to clause 5 and the waiving by the Council of the right to make an open space requirement pursuant to clause 7 of this Agreement:

- (a) will only apply if the Purchaser completes development of the Land as a livestock selling complex within 2 years of the Day of Sale to a standard the Council deems to be equal to, or exceeding, that set out in the Development Application;
- (b) will cease to apply to all or any part of the Livestock Selling Complex in the following circumstances:
  - (i) immediately on any sale or disposal of all or part of the Livestock Selling Complex by the Purchaser; and
  - (ii) while all or part of the Livestock Selling Complex is owned by the Purchaser, immediately on any substantial change in the shareholding or ownership of the Purchaser which may occur after 30 June 1998; and
- (c) will cease to apply to all or any part of the Balance Land in the following circumstances:
  - (i) immediately on the sale or disposal of all or part of the whole of the Balance Land by any person who has purchased or acquired such land from the Purchaser (each a "First Purchaser"); and
  - (ii) while part or all of the Balance Land is owned by a First Purchaser, immediately on any substantial change in the shareholding or ownership of each relevant First Purchaser.

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- 6.2 For the purposes of clause 6.1, a substantial change in the shareholding or ownership of a person will be deemed to be a change of more than 50%.
- 6.3 In the event that the Purchaser does not satisfy the condition set out in clause 6.1(a), then the concession granted by the Council pursuant to clause 5 of this Agreement shall cease to have any effect and the Purchaser will be required to pay to the Council immediately on demand, all general rates and municipal charges declared by the Council with respect to the Development Land and which, but for this Agreement, would have been levied on the Purchaser in respect of the Development Land for the period commencing on the Settlement Date.
- 6.4 If the events described in clause 6.1(b) or 6.1(c) occur, then the concession granted by the Council pursuant to clause 5 of this Agreement shall cease to have any effect, and the Council shall be immediately entitled to collect general charges and municipal rates in respect to the relevant part of the Development Land which, but for this Agreement, would have been levied on the registered proprietor (including, as appropriate, the Purchaser) from time to time on that part of the Development Land.
- 6.5 In the event that the Purchaser does not satisfy the condition set out in clause 6.1(a):
- (a) the waiver contained in clause 7 shall cease and be of no effect;
  - (b) the waiver contained in clause 7 shall be deemed to have never been given and the application of Section 18 of the *Subdivision Act* to the Development Land shall remain unaffected, it being the intention of the parties that the Council may exercise any rights under that section with effect on and from the Settlement Date; and
  - (c) the Council may seek to impose an open space requirement pursuant to Section 18 of the *Subdivision Act*, in respect of any subdivision of the Land.

## 7. SUBDIVISION ACT

- (a) The Council agrees with the Purchaser that to the extent of the Development Application, on and from the Settlement Date it will, subject to the condition set out in clause 6.1(a), waive its right to make an open space requirement under Section 18 of the *Subdivision Act* in respect of the Development Land.
- (b) If the condition set out in clause 6.1(a) is satisfied and the waiver contained in clause 7(a) thereby becomes unconditional, then the parties agree that:
  - (i) the Council shall be deemed not to have imposed a public open space requirement in accordance with Section 18 of the *Subdivision Act* with respect to the Development Application; and
  - (ii) the Council may impose a public open space requirement with respect to any further subdivision or re-subdivision of the Development Land which does not fall within the scope of the Development Application.

## **8. COMPLETION OF THE DEVELOPMENT**

In the event that the Purchaser fails to complete the Development in accordance with clause 6.1(a) of this Agreement, the Purchaser will immediately pay to the Council \$80,000, adjusted to reflect any movements in the Consumer Price Index (all groups Melbourne) over the period of 2 years following the Day of Sale.

## **9. GENERAL**

### **9.1 Further Assurance**

Each of the parties to this Agreement shall respectively sign and execute all further documents, deeds and agreements and do all acts and things as the other party shall reasonably require for completely effecting this Agreement.

### **9.2 No Waiver**

Any time or other indulgence granted to the Purchaser or any other person, or any variation of the terms and conditions of this Agreement or any judgment or order obtained against the Purchaser or any other person, will not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Agreement.

### **9.3 Severability**

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void, then it shall be severed and the other provisions of this Agreement shall remain operative.

### **9.4 No Fettering of the Council's Power**

It is acknowledged and agreed that save as expressly stated herein, this Agreement does not fetter or restrict the power or discretion of the Council to make or impose requirements or conditions in connection with any use or development of the Development Land in accordance with the Act and any relevant planning scheme.

### **9.5 Costs**

The Purchaser will immediately on demand pay to the Council the Council's costs and disbursements (including legal costs and disbursements on a solicitor/own client basis) incurred in the preparation, negotiation, execution and enforcement of this Agreement.

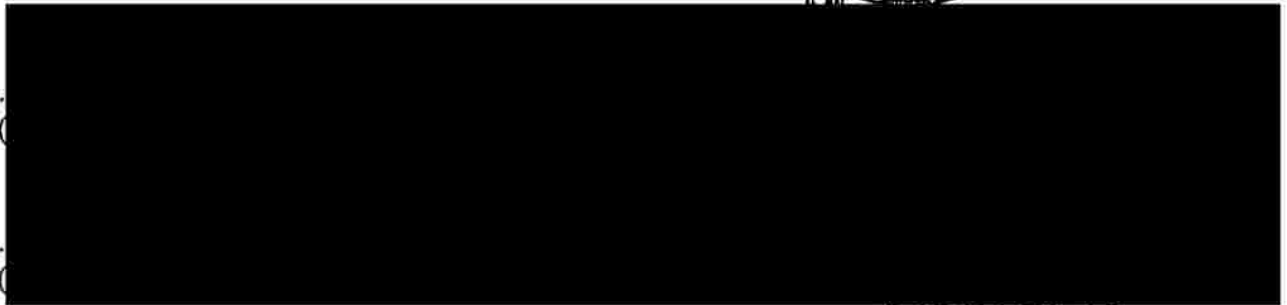
## **10. DISPUTE RESOLUTION**

In the event that any dispute or difference arises from the performance or as to the meaning of this Agreement, or to any matter or theme arising under it, such dispute or difference must be submitted to arbitration in accordance with and subject to The Institute of Arbitrators of Australian Rules for the Conduct of Commercial Arbitrations.

**EXECUTED** by the parties on the date set out at the commencement of this Agreement.

SIGNED as an Agreement.

THE COMMON SEAL of )  
THE CARDINIA SHIRE COUNCIL was )  
hereunto affixed in the presence of: )



THE COMMON SEAL of )  
VICTORIAN LIVESTOCK EXCHANGE )  
LIMITED ACN 078 839 031 was affixed by )  
the authority of the Board of Directors in the )  
presence of:



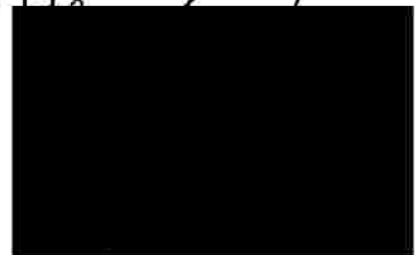
NATIONAL AUSTRALIA BANK LIMITED A.C.N. 004 044 937  
AS MORTGAGEE PURSUANT TO MORTGAGE DATED 8-4-98  
HEREBY CONSENTS TO THE WITHIN APPLICATION

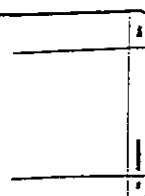
DATED THIS 15<sup>th</sup> DAY OF April 1998

EXECUTED ON BEHALF OF NATIONAL AUSTRALIA )  
BANK LIMITED BY ITS ATTORNEY )

UNDER POWER OF ATTORNEY DATED 28/2/91 }  
(A CERTIFIED COPY OF WHICH IS FILED IN }  
PERMANENT ORDER BOOK 277 AT PAGE 3 )

WHO STATES THAT HE/SHE HOLDS THE ) MANAGER,  
OFFICE IN THE BANK INDICATED UNDER ) NATIONAL AUSTRALIA BANK  
HIS/HER SIGNATURE IN THE PRESENCE OF: ) LIMITED



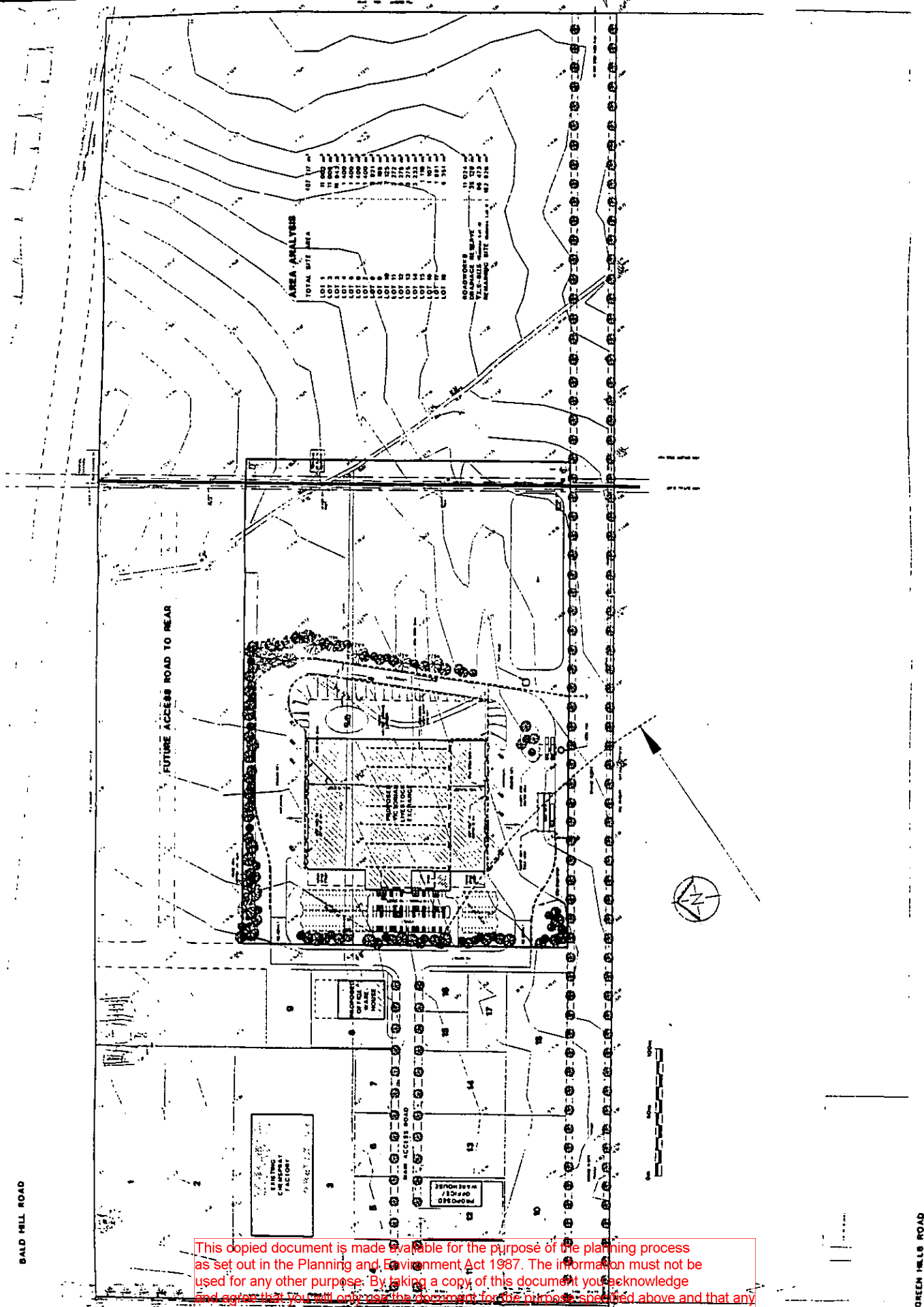


Project :  
1140-1170 Hadesville -  
Koo Wee Rup Road  
PAKENHAM

**Drawing Title :**

**SITE PLAN**

Working No  
11284-SKI  
Revision  
C



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