



Vincent Street  
CESSNOCK

10 July 2023

## ORDINARY MEETING OF COUNCIL

**WEDNESDAY, 19 JULY 2023**

### ENCLOSURES

*PAGE NO.*

#### PLANNING AND ENVIRONMENT

- PE24/2023**    **Development Application No. 8/2022/904/1 proposing a Boundary Adjustment, removal of four trees, Construction of an Attached Two-Storey Dual Occupancy followed by a Strata Title Subdivision into Two lots.  
21 – 23 Carroll Avenue, Cessnock**

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## **ASSESSMENT REPORT**

### **DETAILS OF THE PROPOSED DEVELOPMENT**

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The Development Application seeks approval for a boundary adjustment, the removal of four (4) trees, the construction of a two-storey attached dual occupancy followed by a strata subdivision into two (2) lots at 21 – 23 Carroll Avenue, Cessnock.

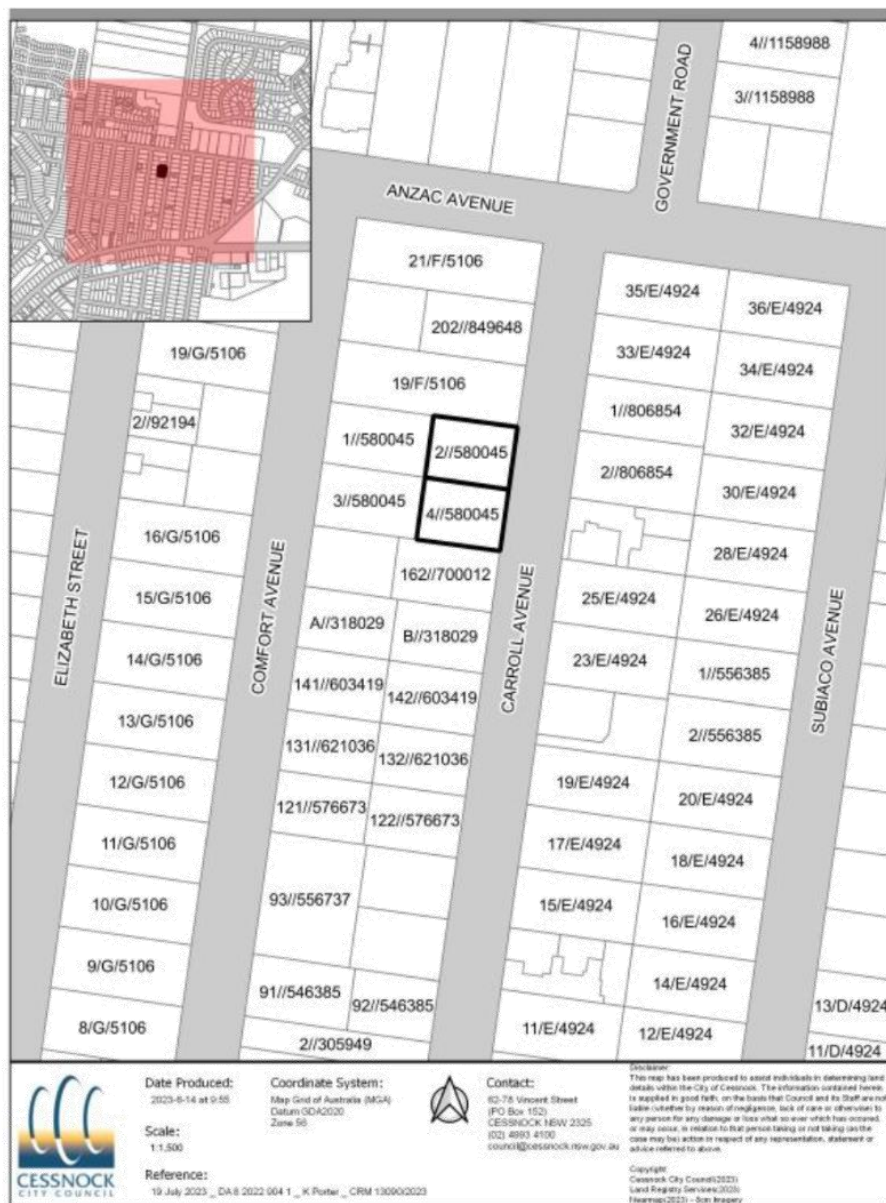
Specifically, the development comprises the following -

- Boundary adjustment between Lots 2 and 4 relocating the common boundary approximately 1.181m to the north to rectify the encroachment of the existing dwelling located on Lot 4 (21 Carroll Avenue) onto Lot 2 (23 Carroll Avenue).
- Removal of four (4) trees.
- Construction of a two-storey dual occupancy comprising two (2) attached dwellings, each containing four (4) bedrooms and a single garage.
- A two (2) lot strata title subdivision upon completion of the dual occupancy creating the following lots:
  - Proposed Lot 1 – 260m<sup>2</sup>
  - Proposed Lot 2 – 260m<sup>2</sup>

Plans illustrating the proposed development are contained in Enclosure 3.

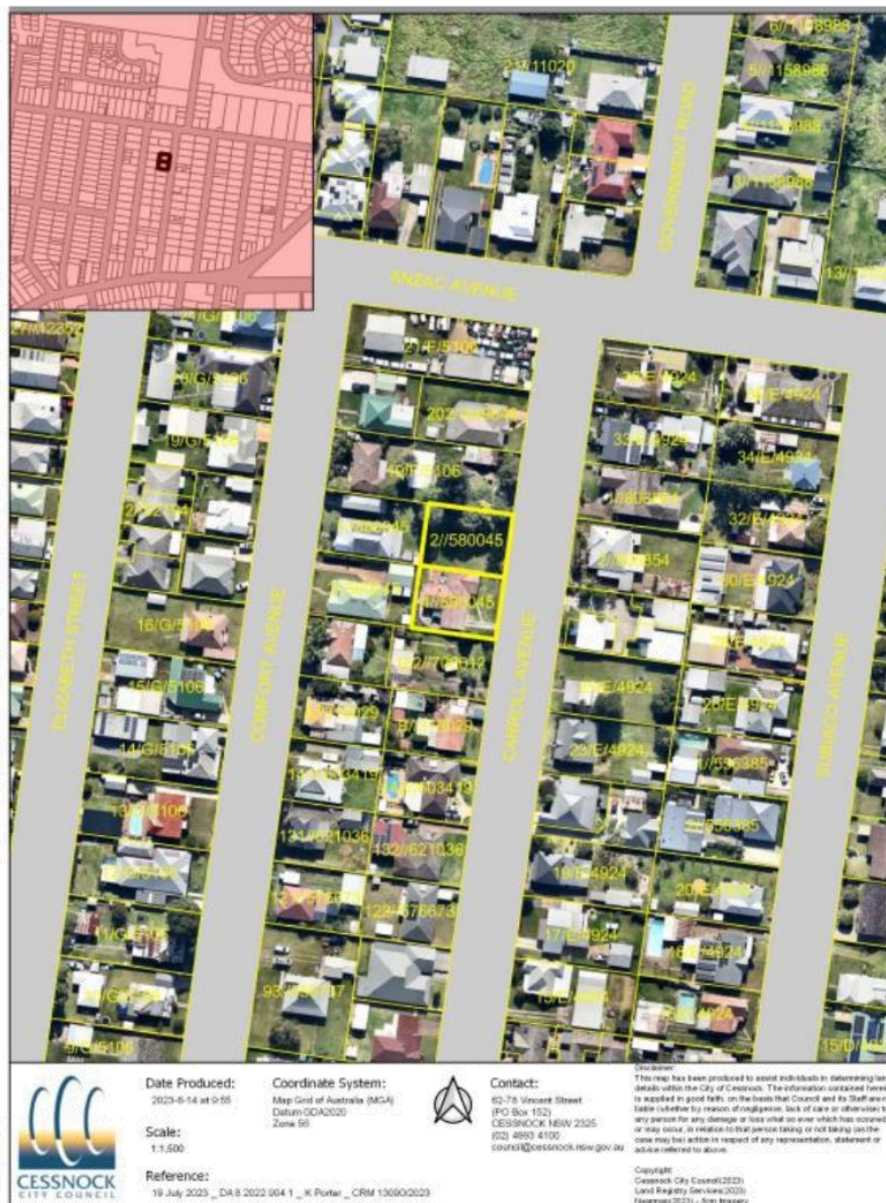
**21 – 23 Carroll Avenue, Cessnock**

## LOCATION MAP



**21 – 23 Carroll Avenue, Cessnock**

## AERIAL





## **SITE DESCRIPTION AND LOCALITY**

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The subject site is located on the western side of Carroll Avenue and comprises two (2) adjoining allotments of land (Lots 2 and 4 DP 580045) each having a frontage of 20.115m to Carroll Avenue and a depth of 27.43m. The combined total site area is approximately 1,103.5m<sup>2</sup> (approximately 551.75m<sup>2</sup> per allotment).

Lot 4 DP 580045 is included as part of this application, only to facilitate a boundary realignment to rectify an encroachment by the existing single-storey brick dwelling onto the adjoining Lot 2 DP 580045. The allotment upon which the dual occupancy development is proposed (Lot 2) is currently vacant and contains five (5) substantial trees along the northern boundary.

The site is located within an established residential area in east Cessnock with surrounding development comprising a combination of single dwellings, dual occupancy development and multi dwelling developments.

There are no previous development consents issued in relation to the property.

Below are photographs of the site.



**Photograph 1 – Vacant Lot 2 (upon which the development is proposed)**

**21 – 23 Carroll Avenue, Cessnock**

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**Photograph 2 – Existing dwelling located on Lot 4 (subject of the proposed boundary adjustment to rectify the dwellings encroachment onto the adjoining Lot 2)**

## **HISTORY**

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The history of the subject Development Application is summarised in the following table:

Date	Action
4 October 2022	Development Application lodged with Council.
7 October 2022	Application referred internally to Council's Development Engineer.
13 October 2022	Engineering referral completed, supportive of proposal subject to conditions.
19 October 2022	Application placed on public exhibition for a period of 14 days.
15 December 2022	Applicant advised of non-compliant separation distances in relation to fire safety due to encroaching dwelling on Lot 4, and requested to address.
20 January 2023	Applicant contacted following discussions with Council's Senior Building Assessment Officer and advised to engage a Registered Building Surveyor to address compliance with the BCA in relation to fire rating and building separation.
15 February 2023	Amended plans lodged, excluding the required BCA compliance assessment report.
24 February 2023	Applicant contacted requesting an update on the provision of the required BCA compliance report. The applicant advised that further plan amendments will be forthcoming proposing a boundary adjustment and re-design.
6 June 2023	Amended plans lodged.
6 June 2023	Council's Ecologist provided comments on tree removal.
16 June 2023	Assessment completed and Council report prepared.

## **ASSESSMENT**

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**ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

**Section 4.15 Evaluation**

In determining a Development Application, the consent authority is to take into consideration the following matters prescribed within s4.15 of the *Environmental Planning and Assessment Act 1979*, as are of relevance to the development the subject of the development application:

**4.15(1)(a)(i) The provisions of any environmental planning instrument**

The Environmental Planning Instruments that relate to the proposed development are:

1. *State Environmental Planning Policy (Resilience and Hazards) 2021*
2. *State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004*
3. *Cessnock Local Environmental Plan 2011*

An assessment of the proposed development under the Environmental Planning Instruments is provided below:

**1. State Environmental Planning Policy (Resilience and Hazards) 2021**

The aim of the policy is to promote the remediation of contaminated land for the purpose of reducing the risk of harm to human health or any other aspect of the environment.

*State Environmental Planning Policy (Resilience and Hazards) 2021* requires that consent not be granted until Council has considered whether the land is contaminated. If the land is contaminated, the Council needs to be satisfied that the land is suitable in its contaminated state (or will be suitable, after remediation) for the purpose for which the development is proposed to be carried out.

The subject site has historically been used for residential purposes and no evidence of contamination was observed during an inspection of the site. As there is no historical evidence of the site being previously used for a purpose which would result in the land being contaminated, further testing of the site in respect of contamination is not warranted in this instance.

**2. State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004**

The aim of this policy is to encourage sustainable residential development, and compels the submission of a BASIX certificate with a development application.

A BASIX certificate has been submitted in accordance with the requirements of the *SEPP (Building Sustainability Index: BASIX) 2004*.

**3. Cessnock Local Environmental Plan 2011**

**3.1 Permissibility**

The subject site is zoned R3 Medium Density Residential under the provisions of the *Cessnock Local Environmental Plan (CLEP) 2011*, as depicted in the below map:



21 – 23 Carroll Avenue, Cessnock

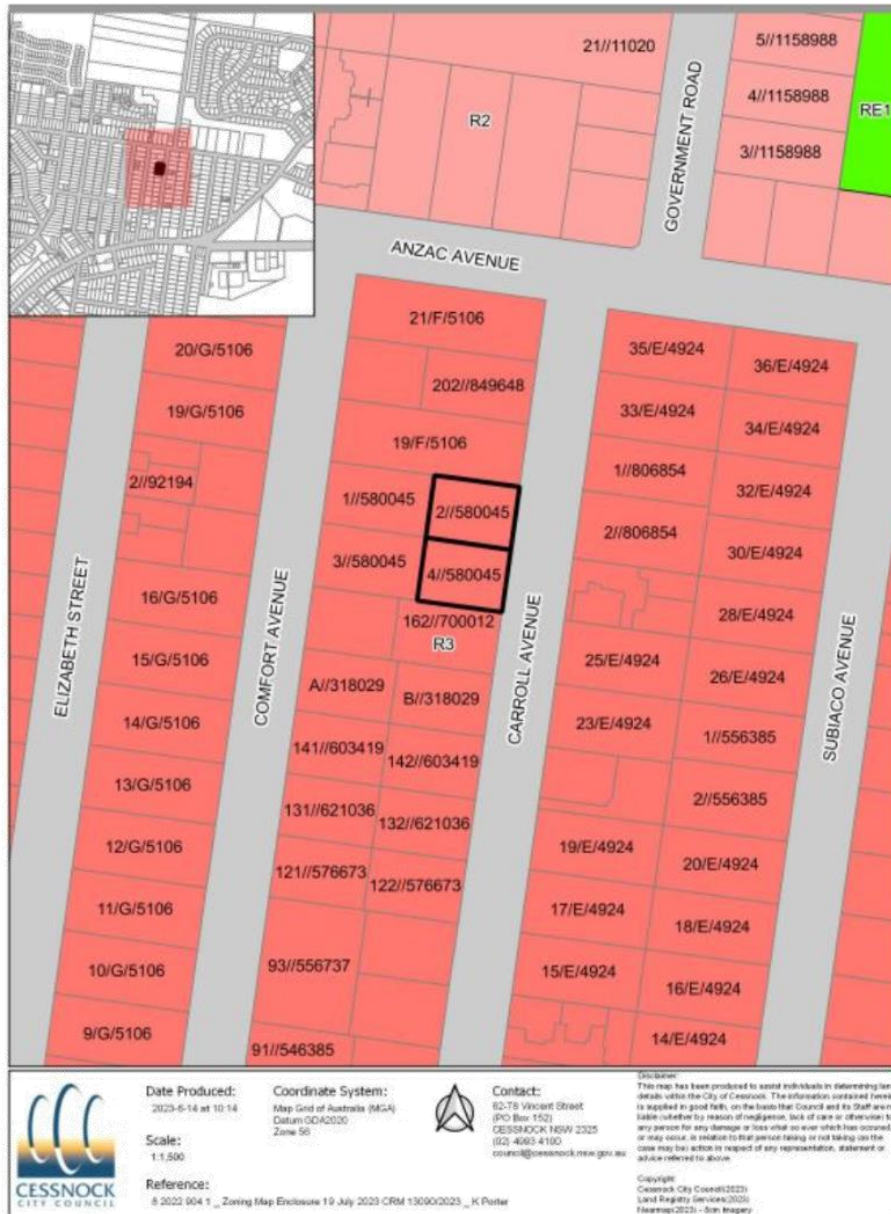


Figure 4: Zoning Map CLEP 2011

The proposed development is defined as a dual occupancy (attached) under the provisions of the CLEP 2011, which is defined as follows:

**dual occupancy (attached)** means 2 dwellings on one lot of land that are attached to each other, but does not include a secondary dwelling.

The proposed development is consistent with the definition of a dual occupancy (attached) as it comprises two (2) attached dwellings.

A dual occupancy (attached) is permitted with consent in the R3 Medium Density Residential zone.

### **3.2 Objectives**

The objectives of the R3 Medium Density zone, and a response to each, are identified in the following table:

<b>Objective</b>	<b>Comment</b>
<i>To provide for the housing needs of the community within a medium density residential environment.</i>	The proposed development will provide for the housing needs of the community by intensifying development on the land for residential purposes.
<i>To provide a variety of housing types within a medium density residential environment.</i>	The proposal will add variety to the existing stock of housing within the surrounding locality which is zoned specifically to encourage medium density residential development.
<i>To enable other land uses that provide facilities or services to meet the day to day needs of residents.</i>	This objective is not applicable in this instance.

### **3.3 Relevant Clauses**

The Development Application was assessed against the following relevant clauses of the CLEP 2011:

- **2.6 Subdivision requirements**

Clause 2.6 stipulates that the subdivision of land requires development consent.

Development consent has been sought for a boundary adjustment between two (2) existing lots (being Lots Lot 2 and 4, DP 580045) to rectify a building encroachment.

In addition, the application proposes the strata subdivision of the completed dual occupancy into two (2) lots.

The requirements of this clause have been satisfied via the submission of an application seeking development consent for the purpose of subdivision.

- **4.1 Minimum subdivision lot size**

Clause 4.1 of the CLEP 2011 prescribes minimum lot sizes for the subdivision of land. In respect to the subject land, the minimum lot size that applies is 450m<sup>2</sup>.

The minimum lot size applies to the boundary adjustment but for reasons explained later, it does not apply to the strata subdivision of the completed dual occupancy. The following is noted:

#### **Boundary adjustment**

The proposed boundary adjustment will result in the following lot configurations and areas:

- Lot 2 – 18.934m wide and 27.430m deep (site area 519.4m<sup>2</sup>)
- Lot 4 – 21.296m wide by 27.430m deep (site area 584.1m<sup>2</sup>)



The boundary adjustment will result in each of the lots satisfying the minimum area requirement of 450m<sup>2</sup>.

*Strata subdivision*

The proposal to strata subdivide the completed dual occupancy development is undertaken via the *Strata Schemes Development Act 2015*.

Clause 4.1(4)(a) of the CLEP 2011 states that the minimum lot size standards do not apply to the registration of a strata plan or strata plan of subdivision under the *Strata Schemes Development Act 2015*. Accordingly, as this aspect of the development proposes a strata title subdivision, it is permitted under the CLEP 2011 and the clause relating to minimum lot size does not apply.

*Clause 7.2 Earthworks*

Clause 7.2 seeks to ensure that any earthworks do not result in an adverse impact on the environment, neighbouring properties or heritage items. Earthworks proposed are considered to be minor/reasonable and will not result in any detrimental impact upon the surrounding environment or heritage listed item.

Accordingly, the proposed development is consistent with this clause.

**4.15(1)(a)(ii) *The provisions of any proposed instrument that is or has been the subject of public consultation under this Act and that has been notified to the consent authority (unless the Planning Secretary has notified the consent authority that the making of the proposed instrument has been deferred indefinitely or has not been approved).***

There are no proposed planning instruments that are relevant to this matter.

**4.15(1)(a)(iii) *The provisions of any development control plan***

**Cessnock Development Control Plan 2010**

The following is an assessment of the proposal's compliance with the relevant provisions of the Cessnock Development Control Plan 2010 (CDCP 2010). Discussion of any variations to the standards is provided after the compliance table:

**Part C: General Guidelines**

**Chapter 3: Contaminated Lands**

The contaminated lands guidelines chapter of the CDCP reflect the requirements of *State Environmental Planning Policy (Resilience and Hazards) 2021*.

As discussed earlier in this report, the proposed development is suitable for residential development without further investigation.

**Part C: General Guidelines**

**Chapter 5: Waste Management and Minimisation**

Chapter C.5 of the CDCP requires a waste management plan that addresses waste management during demolition, construction and for the ongoing operation of the development.

A suitable waste management plan has been submitted that demonstrates the implementation of waste management processes during and post-construction.

**Part D: Specific Development**

**Chapter 2: Urban Housing**

Provision	Required	Provided	Complies?
Section 2.3.3 Site Planning and Layout	To achieve a coherent site layout that provides a pleasant, attractive, manageable and resource efficient living environment.	The development demonstrates good site layout. The dwellings are provided with adequate privacy, amenity, parking, private open space and solar access.	Yes
Section 2.3.4 Streetscape	Scale and appearance of new development is to be compatible and sympathetic to existing development in the locality.	The proposed dual occupancy is two-storey, and it is noted that residential development within the locality is predominantly single-storey.  While the overall scale of the building is not entirely consistent with the scale of single-storey buildings in the street, the design of the building has been carefully articulated and comprises a mixture of finished materials which is considered sympathetic and compatible with existing residential development in the street.  In addition to the above, the desired future character of the locality has been considered, and two-storey development will become increasingly prevalent as the re-development of the area progresses.	Yes
Section 2.3.4 Front Setback	Setbacks from the street to be consistent with those of adjoining development, though not necessarily identical.	The building proposes a generous front setback of 6.5 metres and this is consistent with setbacks of residential buildings adjoining the site and within the locality.	Yes
Section 2.3.5 Private Open Space (POS)	3 + bedrooms = 70m <sup>2</sup> Principal area = 4m x 4m Good solar access	Each dwelling provides 70m <sup>2</sup> of private open space within the rear yard with suitable dimensions and adequate solar access.	Yes
Section 2.4.2 External Appearance	New development must consider the existing scale, character and massing of	As previously discussed, the proposed dual occupancy is two-storey, and it is noted that	Yes

	development in the immediate area.	<p>residential development within the locality is predominantly single-storey.</p> <p>While the overall scale of the building is not entirely consistent with the scale of single-storey buildings in the street, the design of the building has been carefully articulated and comprises a mixture of finished materials which is considered sympathetic and compatible with existing residential development in the street</p> <p>It is noted that while the majority of existing development in the locality is low scale (single dwellings and dual occupancies), the zoning of the land is to encourage a higher level of density and the proposed development is consistent with this objective.</p> <p>It is considered that the proposal satisfies this section of the DCP.</p>	
Section 2.4.3 Building Height and Scale	Building maximum height - 7.2m (calculated from natural ground level to the underside of the ceiling in the uppermost habitable room).	The height of the new building (calculated in accordance with the provisions of this Section), is 6.1 metres from natural ground level to the underside of the uppermost ceiling.	Yes
Section 2.4.4 Side and rear setbacks	Minimum setback 1m - for walls up to 3m high then an additional 300mm for every metre above 3m.	<p>Side boundary setbacks are compliant at 1.013 metres for the lower floor.</p> <p>Side boundary setbacks are non-compliant for the first floor of the building in that the maximum side boundary setback required is 1.819m with 1.165m being proposed.</p>	<b>No</b> – refer to discussion at end of table
Section 2.4.5 Energy Conservation	<p>The provision of adequate solar access to courtyards and living areas.</p> <p>Protection of solar access to adjacent properties</p>	<p>The courtyard and living areas enjoy northerly and easterly aspects and will achieve good solar access (as demonstrated in the submitted shadow diagrams).</p> <p>The submitted shadow diagrams confirm that sunlight to the principal</p>	Yes

		open space area of adjacent properties will not be reduced to less than 2 hours between 9.00am and 3.00pm on June 21.	
Section 2.4.6 Views and Privacy	To encourage the sharing of views and provide visual and acoustic privacy.	The site is not exposed to any significant views.  The development has been designed to ensure visual and acoustic privacy both within the site and external to the site (i.e., adjoining neighbours). The upper level of the building (on the western elevation) contains bedroom windows only and to minimise any overlooking onto the adjoining neighbour to the west, a condition of consent has been imposed requiring these windows to be high set with obscure glazing.	Yes
Section 2.4.7 Fencing and Walls	Front fences to be a maximum of 1.2m, if solid.	No front fencing is proposed.	N/A
Section 2.4.8 Carparking	Minimum of 2 parking spaces per 3 or more bedroom dwellings, and 1 visitor parking space for the first 3 dwellings.	Each dwelling requires the provision of two (2) parking spaces and these have been provided in the form of a single garage with a stacked space on the driveway in front of the garage.	Yes
Section 2.5.2 Landscape Design	Landscaping to enhance the development, improve streetscape and assist in privacy.	Adequate area is available on site for landscaping and a landscape plan will be required as a condition of consent.	Yes

#### **Proposed Variation**

Section 2.4.4 of Chapter D.2 of the CDCP 2010 stipulates side setback provisions for urban housing developments. The following table details the setback requirements and compliance/variations:

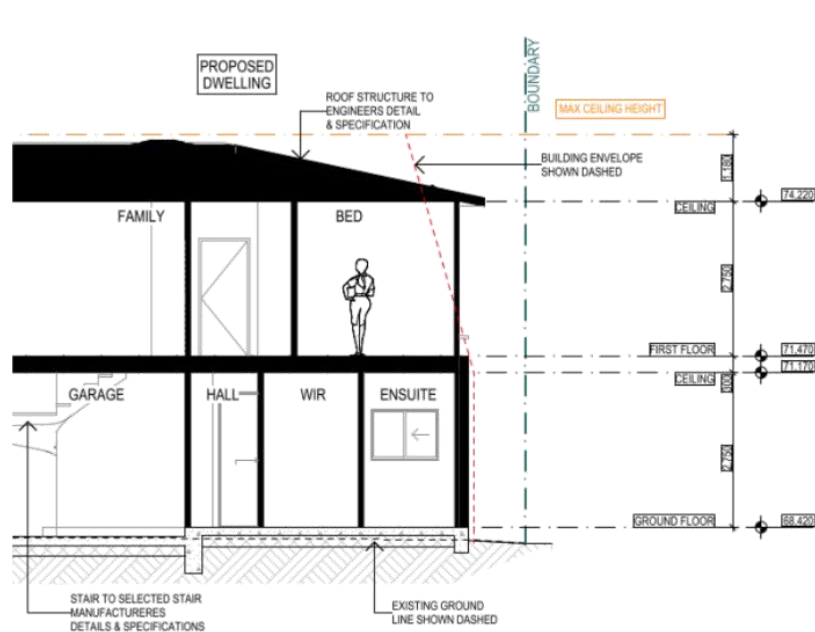
<b>Setback Requirement</b>	<b>Setback Provided</b>	<b>Compliance</b>	<b>Variation</b>
Stepped setback required for walls over 3 metres in height (in this case the first floor of the building is required to have a setback ranging from 1.3m to 1.819m)	1.165 for the first floor	No	10.4% - 36%

**21 – 23 Carroll Avenue, Cessnock**

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In accordance with the side setback provisions under the DCP, the first floor is required to have a staggered setback ranging from 1.3 metres to 1.819 metres and as identified in the above table, the proposal is non-compliant.

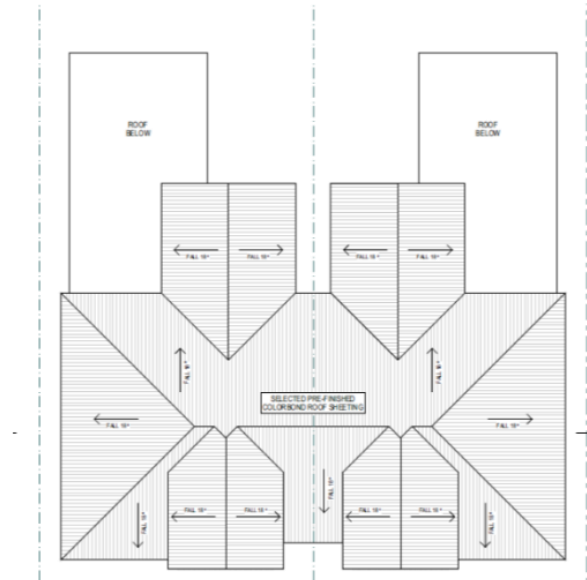
The dotted red line in the diagram below identifies the required setback for the wall on the first floor relative to the proposed setback.



The underlying objective of the prescribed standard is to allow for adequate natural light and ventilation between dwellings, and to protect the amenity of adjoining properties.

While the setback proposed is non-compliant (with a variation ranging from 10.4% to 36%), the length of the non-complying wall does not extend for the full length of the building (only half the length, being of 9 metres) and the positioning of the upper floor is within the front portion of the building (as shown in the plan below).





The location of the existing dwelling on the adjoining lot to the south is such that the first floor of the proposed building does not extend past the roof line of this dwelling, allowing adequate solar access and ventilation to the rear private open space area. The amenity of this neighbouring dwelling will therefore be satisfactorily maintained.

The location of the dwelling on the adjoining property to the north is positioned towards the Comfort Avenue Street frontage (refer to aerial image previously in this report) and as such, given the orientation of this property, the proposed building will not impact on the amenity of this property in terms of overshadowing, light and ventilation.

Having regard for the design of the building and the positioning of dwellings on adjoining properties, it is considered the underlying objective of the prescribed setback standard has been achieved and the proposed variation is considered acceptable.

**4.15(1)(a)(iia) The provisions of any planning agreement that has been entered into under section 7.4, or any draft planning agreement that a developer has offered to enter into under section 7.4**

No such agreement has been proposed in conjunction with this application.

**4.15(1)(a)(iv) The provisions of the regulations**

There are no matters prescribed by the regulations that apply to this development.

**4.15(1)(b) The likely impacts of that development, including environmental impacts on both the natural and built environments, and social and economic impacts on the locality**

Character and Streetscape Appeal

The proposed development is located within an established residential area comprising a mix of residential land uses from single dwellings to dual occupancies with scattered multi dwelling developments.

As previously discussed in this report, the proposed dual occupancy is two-storey and it is noted that residential development within the locality is predominantly single-storey.

While the overall scale of the building is not entirely consistent with the scale of single-storey buildings in the street, the design of the building has been carefully articulated and comprises a mixture of finished materials which is considered sympathetic and compatible with existing residential development in the street.

It is noted that while the majority of existing development in the locality is low scale (single dwellings and dual occupancies), the zoning of the land is to encourage a higher level of density. Therefore, the desired future character of the locality has been considered, and it is acknowledged that two-storey development will become increasingly prevalent as the re-development of the area progresses.

It should also be noted that the Land and Environment Court of New South Wales has considered a number of cases where the issue of the compatibility of a proposed development with the existing streetscape has been considered. For example, *GPC No 5 (Wombarra) Pty Ltd v Wollongong City Council (2003)* and *Project Venture Developments v Pittwater Council (2005)* confirm the following in respect of scale and density in the context of the surrounding area:

*There are many dictionary definitions of compatible. The most apposite meaning in an urban design context is capable of existing together in harmony. Compatibility is thus different from sameness. It is generally accepted that buildings can exist together in harmony without having the same density, scale or appearance, though as the difference in these attributes increases, harmony is harder to achieve.*

Overall, it is considered that the proposal presents as a quality development to the street and contributes to the existing amenity of the streetscape.

#### Amenity - Privacy and Overlooking

The amenity for future residents of the development is considered appropriate and of a high standard. Each dwelling has suitable on-site car parking, good solar access, suitable areas of open space, and privacy. In addition, all dwellings will have an outlook over their area of private open space.

In terms of the impact of the development on adjoining land, it is considered that the most affected property is the sole residential property that the site abuts, i.e. the land to the west (refer to aerial below).

**21 – 23 Carroll Avenue, Cessnock**

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The second storey of the development proposes four (4) bedroom windows that face west as demonstrated in the below elevation image.



To ensure privacy is maintained to the property to the west (and also to the properties to the north and south), a condition of consent will be imposed requiring these windows to be high set and obscured. These measures will ensure that privacy will be maintained to all occupants.

In terms of overshadowing, given the orientation of the land, and the setback of the proposed building from the western boundary, neighbouring properties will not lose sunlight to their principal open space areas and this has been demonstrated in the submitted shadow diagrams.

It is considered that the development will have an acceptable level of impact on adjoining properties, thereby ensuring that privacy and solar access is maintained.

As demonstrated by the above assessment, the proposed development is unlikely to have a significant impact on both the natural and built environments, and the social and economic conditions of the locality.



**4.15(1)(c) The suitability of the site for the development**

As demonstrated by the above assessment, the site is considered to be suitable for the proposed development. Specifically, the land is not subject to any environmental constraints which would make it unsuitable for the proposed development.

The site is located within an established residential area with existing services and utilities available to support the future development. The area is zoned for the purpose of residential intensification and is appropriately located close to services and facilities.

**4.15(1)(d) Any submissions made in accordance with this Act or the regulations**

The application was publicly exhibited between 19 October 2022 and 2 November 2022, with one (1) submission received raising objection to the proposal. The submission received represents 11% of the adjoining notified households (with a total of nine (9) households notified).

The following table outlines the issues raised in the submission, along with a response to each matter:

Issue	Comment
The two-storey nature of the proposed building will overlook adjoining property and impact on privacy of neighbouring residents.	As previously discussed in this report, a condition of consent will be imposed requiring the four (4) bedroom windows located on the western elevation on the first floor of the building to be high set and obscured to restrict overlooking.
The development will impact on bird life which nest in the trees on the property.	There are currently five (5) large tree located along the northern boundary of Lot 2 upon which the development is being proposed. Four (4) of these trees will be removed. An Arborist report was lodged in conjunction with the application, and Council's Ecologist has reviewed the report and raises no objection to removal of the trees.  The submitted Arborist report provides measures to be implemented during the tree removal process and these recommendations have been imposed as a condition of consent on the draft notice of determination. None of the trees identified for removal are considered to contain significant ecological value, and as such, are suitable for removal.
The development will block easterly breezes.	Cooling summer breezes come from the north-east (as identified on the submitted site analysis plan) and given the orientation of the allotments and proposed building, these breezes will still be available to surrounding properties.
Loss of early morning sun between 7am and 10am.	As required under the provisions of the CDCP 2010 (Chapter D.2 – Urban Housing), Section 2.4.5 (Provision 2), the submitted shadow diagrams demonstrate that sunlight to the principal open space area of adjacent properties will not be reduced to less than 2 hours between the hours of 9.00am and 3.00pm on June 21. In fact, the shadow diagrams demonstrate unrestricted solar access to the principal open space area associated with the adjoining property to the west.

**21 – 23 Carroll Avenue, Cessnock**

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Not in keeping with heritage style of buildings within the street.	There are no heritage listed buildings located within close proximity to the site.  It should be noted that the design of the proposed development has been previously discussed in this report and is considered suitable.
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**4.15(1)(e) The public interest**

The public interest is served through the detailed assessment of this Development Application under the *Environmental Planning and Assessment Act 1979*, *Environmental Planning and Assessment Regulation 2021*, Environmental Planning Instruments and Council Policies.

Based on the above assessment, it is considered that the proposed development is consistent with the public interest.

## **SECTION 7.11 CONTRIBUTIONS**

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Section 7.11 Contributions are payable for the proposal.

In the event the application is approved, Section 7.11 Contributions totalling \$18,284.00 would be payable, in accordance with the following:

<b>Contribution Type</b>	<b>Amount Payable</b>
Open Space and Recreation Facilities	\$7,852.57
Community Facilities	\$1,217.16
Cycleway Facilities	\$7,506.24
Roads and Traffic	\$1,396.88
Plan Administration	\$311.16
<b>Total</b>	<b>\$18,284.00</b>

## **INTERNAL REFERRALS**

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The Development Application was referred to the following Council officers for comment:

<b>Officer</b>	<b>Comment</b>
Development Engineer	The application has been assessed as being satisfactory in relation to engineering matters, and suitable conditions of consent have been imposed.
Ecologist	The application has been assessed as being satisfactory in relation to ecology impacts.

## **EXTERNAL REFERRALS**

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The Development Application was not required to be referred to any external agencies for comment.

## **CONDITIONS OF CONSENT**

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Development Application No. 8/2022/904/1 proposing a boundary adjustment, removal of four (4) trees, construction of an attached two-storey dual occupancy followed by a strata title subdivision into two (2) lots at 21 – 23 Carroll Avenue, Cessnock

### **SCHEDULE 1**

#### **TERMS OF CONSENT**

##### **1. Approved Plans and Documents**

Development must be carried out strictly in accordance with DA No. 8/2022/904/1 and the following plans and supplementary documentation, except where amended by the conditions of this consent.

<b>Plan Reference</b>	<b>Drawn By</b>	<b>Dated</b>
Project No: 2215 Revision B Sheets: DA000 – DA004 DA050 – DA051 DA100 – DA102 DA300 – DA301 DA400 DA500 – DA502 DA700 DA800 – DA801 DA900	Shade	17 May 2023

<b>Plan Reference</b>	<b>Prepared By</b>	<b>Dated</b>
Arboricultural Impact Assessment	Harwood Tree Care and Consulting	Undated

##### **2. CC, PC & Notice Required**

In accordance with the provisions of Section 6.6 and 6.7 of the *EP&A Act 1979* construction works approved by this consent must not commence until:

- A CC has been issued by a Certifier (being Council or a registered certifier); and
- A PC has been appointed by the person having benefit of the development consent; and
- If Council is not the PC, notify Council no later than two (2) days before building work commences as to who is the appointed PC; and
- At least two (2) days before commencement of building work, the person having benefit of the development consent is to notify Council as to the intention to commence building work.

**21 – 23 Carroll Avenue, Cessnock**

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**3. BCA Compliance**

Pursuant to Section 4.17(11) of the *EP&A Act 1979* all building work must be carried out in accordance with the requirements of the *BCA*.

**4. BASIX Certificate**

Development shall be undertaken strictly in accordance with all commitments specified in the current BASIX certificate.

**PRIOR TO THE ISSUE OF A CONSTRUCTION CERTIFICATE**

**The following conditions are to be complied with prior to the issue of a Construction Certificate:**

**5. Boundary Adjustment**

Prior to issue of the CC, evidence is to be provided to the Certifier that the boundary adjustment between Lot 2 and Lot 4 DP 580045, has been registered.

**6. Long Service Levy**

In accordance with Section 34 of the *Building and Construction Industry Long Service Payments Act 1986*, the applicant must pay a long service levy at the prescribed rate to either the Long Service Payments Corporation or Council for any work costing \$250,000 or more. The Long Service Levy is payable prior to the issue of a CC.

**7. Section 7.11 Contributions Payable**

A contribution pursuant to the provisions of Section 7.11 of the *EP&A Act 1979* for the services detailed and for the amount detailed must be made to Council prior to the issue of a CC:

Fee Type Code	Contribution Type	Amount Payable
	Open Space and Recreation Facilities	\$7,852.57
	Community Facilities	\$1,217.16
	Cycleway Facilities	\$7,506.24
	Roads and Traffic	\$1,396.88
	Plan Administration	\$311.16
	<b>Total</b>	<b>\$18,284.00</b>

A copy of Council's City Wide Infrastructure Contributions Plan 2020 may be inspected at Council's Customer Services Section, Administration Building, Vincent Street, Cessnock or can be accessed on Council's website at [www.cessnock.nsw.gov.au](http://www.cessnock.nsw.gov.au).

The amount of contribution payable under this condition has been calculated at the date of consent. In accordance with the provisions of the Contributions Plan, this amount shall be indexed at the time of actual payment in accordance with the Consumer Price Index. Indexation of contributions for payment occurs quarterly.

**8. Stormwater – Detailed Design Requirements**

A detailed drainage design shall be prepared for the disposal of roof and surface water from the site, including any natural runoff currently entering the property, and connection to the existing drainage system in accordance with Council's 'Engineering Requirements for Development' (available at Council's offices). Such layout shall include existing and proposed surface levels, sub-catchments and conduit sizing appropriate for the development.

The plans submitted in association with the CC application are to demonstrate compliance with this requirement. The plans are to be approved by the Certifier as satisfying this requirement prior to the issue of a CC.

**9. Stormwater – Discharge (General)**

The applicant shall collect all roof and stormwater runoff from the impervious areas on site, and any other drainage entering the site, and discharge it to Council's satisfaction in accordance with Council's 'Engineering Requirements for Development'.

The plans submitted in association with the CC application are to demonstrate compliance with this requirement. The plans are to be approved by the Certifier as satisfying this requirement prior to the issue of the CC.

**10. Section 50 – Hunter Water Act 1991**

Evidence shall be submitted to Council that the registered proprietors of the land on whose behalf the application was made have complied with the requirements of Section 50 of the Hunter Water Act 1991. Such evidence shall be submitted to Council prior to the issue of the CC.

**11. Retaining Walls**

Where a retaining wall is in excess of 600mm in height and/or within 900mm of a property boundary, separate detailed drawings are to be submitted in conjunction with the CC, specifying wall heights, heights of retaining walls, proposed mounding and stabilisation treatment, and landscaping for the elevations of the building.

The plans submitted in association with the CC application are to demonstrate compliance with this requirement. The plans are to be approved by the Certifier as satisfying this requirement prior to the issue of a CC.

**12. Bedroom Windows – First Floor**

The CC plans are to be amended to identify all west facing bedroom windows on the first floor of the building (being both Dwellings 1 and 2) as being constructed utilising high set windows with obscure glazing, along with a minimum sill height of 1500mm above the relative finished floor level.

**13. Landscape Plan**

Prior to issue of the CC a landscaping plan is to be lodged and approved by the Certifier.



**PRIOR TO COMMENCEMENT OF WORKS**

**The following conditions are to be complied with prior to the commencement of works on the subject site/s:**

**14. PC Signage and Contact Details**

Prior to the commencement of works, a sign must be erected in a prominent position on the site on which the proposal is being carried out. The sign must state:

- a) Unauthorised entry to the work site is prohibited.
- b) The name of the principal contractor (or person in charge of the site) and a telephone number on which that person may be contacted at any time for business purposes and including outside working hours.
- c) The name, address and telephone number of the *PC* for the work.

Any such sign must be maintained while the work is being carried out, but must be removed when the work has been completed.

**15. Home Building Act Requirements**

Pursuant to Section 4.17(11) (cf previous s 80A) of the *EP&A Act 1979*, where the development involves residential building work for which the Home Building Act 1989 requires a contract on insurance to be in force in accordance with Part 6 of that Act, building work authorised by this consent must not commence until such a contract of insurance has been obtained and is in force.

Residential building work must not be carried out unless the PC for the development to which the work relates (not being the council) has given the council written notice of the following information:

- a) in the case of work for which a principal contractor is required to be appointed:
  - i) the name and licence number of the principal contractor, and
  - ii) the name of the insurer by which the work is insured under Part 6 of that Act
- b) in the case of work to be done by an owner-builder:
  - i) the name of the owner-builder, and
  - ii) if the owner-builder is required to hold an owner-builder permit under that Act, the number of the owner-builder permit.

If arrangements for doing the residential building work are changed while the work is in progress so that the information required by (a) or (b) becomes out of date, further work must not be carried out unless the principal certifier for the development to which the work relates has given the council written notice of the updated information.

This condition does not apply in relation to Crown building work that is certified, in accordance with Section 6.28 of the Act, to comply with the technical provisions of the State's building laws.

**16. Relocation of Services**

The registered proprietor of the land shall be responsible for all costs incurred in the necessary relocation of any services affected by the required construction works. Council and other service authorities should be contacted for specific requirements prior to commencement of any works.

**17. Public Liability Insurance**

Any person or contractor undertaking works on public property must take out Public Risk insurance with a minimum cover of twenty (20) million dollars in relation to the occupation of, and approved works within, public property. The Policy is to note, and provide protection for Cessnock City Council as an interested party, and a copy of the Policy must be submitted to Council prior to commencement of the works. The Policy must be valid for the entire period that the works are being undertaken on public property. The insurance shall also note the location and the risk.

**18. Section 138 Roads Act**

Under Section 138 of the Roads Act 1993, should any work on the verge, footpath, or public road reserve be required, a S138 Roads Act Approval will need to be obtained from Council. In this regard, the applicant is to make a formal application to Council. The S138 application is to be submitted to, and approved by, Council prior to works commencing.

**19. Tree Removal**

All recommendations listed in the submitted Arboricultural Impact Assessment Report prepared by Harwood Tree Care and Consulting are to be adopted prior to any works commencing.

**DURING WORKS**

**The following conditions are to be complied with during works:**

**20. Construction Hours**

Excavation, building or subdivision work must be restricted to the hours of 7.00am and 5.00pm on Monday to Saturday inclusive. No work is to be carried out on Sundays and public holidays.

**21. Erosion and Sediment Controls**

The control of erosion, and the prevention of silt discharge into drainage systems and waterways, will be necessary in accordance with Council's "Engineering Requirements for Development", and Landcom's Soils and Construction Manual - April 2004. Erosion control measures are to be implemented prior to the commencement of any earthworks, and shall be maintained until satisfactory completion and restoration of site earthworks, including revegetation of all exposed areas.

**22. Stormwater Runoff**

Alterations to the natural surface contours must not impede or divert natural surface water runoff, so as to cause a nuisance to adjoining property owners.

**23. Waste Management**

Rubbish generated from the development is to be suitably contained on site at all times. No rubbish shall be stockpiled in a manner which facilitates the rubbish to be blown off site.

**PRIOR TO THE ISSUE OF AN OCCUPATION CERTIFICATE**

**The following conditions are to be complied with, to the satisfaction of the Principal Certifying Authority, prior to issue of an Occupation Certificate.**

**24. Roads – Concrete Crossing**

The registered proprietors shall construct and maintain two (2) concrete access crossings from the kerb and gutter in Carroll Avenue to the property boundary in accordance with Council's "Engineering Requirements for Development" and AS 2890.1. A S138 Roads Act Approval is required from Council prior to any construction commencing within the road reserve. The access crossing is required to be constructed prior to the issue of an OC for the whole of the building. Where a Partial OC is issued the crossing shall be completed within six (6) months from the date of the Partial OC.

Construction of the crossing will require inspections to be undertaken by Council. The applicant shall pay Council engineering site supervision fees in accordance with Council's current Fees & Charges, prior to the inspections being undertaken.

The initial fee will facilitate approval of the application and one (1) construction inspection (gravel in place but prior to sealing of the crossing).

A final inspection will be required upon completion of the driveway and restoration of all disturbed footway areas. (A separate fee will be required to be paid when the final inspection is booked.). Should further inspections become necessary as a result of unsatisfactory or defective works, additional inspection fees will be charged in accordance with Council's current Fees & Charges.

The applicant is to advise Council at least 48 hours prior to inspection of works within the footpath and/or road reserve.

**25. Stormwater – Discharge to Kerb & Gutter**

The registered proprietor of the land shall ensure that connection of the stormwater drainage to the kerb inlet pits in Carroll Avenue is carried out in accordance with the following:

- a) the connection point into the existing drainage pipe will be required to be sealed by the use of mortar, ensuring that no material can enter the drainage system around the connection point. The connection of the PVC pipe is to be flush with the interior of Council's drainage pipe so that there are no obstructions within Council's drainage pipe.
- b) Any excess mortar or concrete rubble caused from the connection into the pit is to be removed, at the expense of the person/s undertaking the works, from both the footpath and from within the pit.
- c) When working within the footpath, appropriate signage is to be displayed warning pedestrians of the works. The owners shall hold Cessnock City Council



indemnified against any claims arising out of damage or injury to property or persons in the performance of the proposed works.

- d) Any disturbance to underground services is to be restored / replaced at the expense of the person/s undertaking the works.
- e) All disturbed areas within the footpath are to be restored to at least the condition before the commencement of any works. This expense is to be borne by the owner of the property.
- f) An inspection of the stormwater connection into the pit will be required by a Council employee. The Subdivision and Engineering Coordinator shall be notified at least 48 hours before the required time of inspection.
- g) All works are to be carried out in accordance with Cessnock City Council's 'Engineering Requirements for Development.'

Construction works are to be completed prior to the issue of an OC.

**26. Drainage Works**

All drainage works required to be undertaken in accordance with this consent shall be completed prior to issue of an OC for the development.

**27. Finish of Excavated &/or Filled Areas Around Site**

The excavated and/or filled areas of the site are to be stabilised and drained, to prevent scouring onto adjacent private or public property. The finished ground around the perimeter of the building is to be graded to prevent ponding of water, and to ensure the free flow of water away from the building and adjoining properties.

**28. Fencing**

Prior to issue of an OC, 1800mm high solid fencing is to be erected along the side and rear boundaries of the site and internally on the common boundary of proposed Lots 1 and 2 (excluding the front building setback).

**PRIOR TO THE ISSUE OF A SUBDIVISION CERTIFICATE FOR THE STRATA TITLE SUBDIVISION**

**The following conditions are to be complied with, prior to issue of a Subdivision Certificate.**

**29. Requirement for a Subdivision Certificate**

Prior to the issue of a SC for the strata title subdivision, the applicant shall submit an original plan of subdivision in an electronic format for Council's endorsement.

The plan of subdivision must show street names and house numbering as allocated by Council. The following details are also to be submitted:

- a) Evidence that all conditions of Development Consent have been satisfied.
- b) Evidence of payment of all relevant fees.

**21 – 23 Carroll Avenue, Cessnock**

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- c) The 88B instrument.
- d) Lot numbers to correspond with street numbering.
- e) A copy of the final OC for the development.

**21 – 23 Carroll Avenue, Cessnock**

# Carrol Avenue Dual Occupancy

## Council Submission

**Project Location:**  
23 Carrol Avenue Cessnock 2325

**Client:**  
Khan

**Drawing Catalogue: (survey by others)**

DA-000	Cover Page
DA-001	Site Analysis Plan
DA-002	Indicative Sub-division
DA-003	Site Plan
DA-004	Site Coverage
DA-050	Perspectives
DA-051	Perspectives
DA-100	Ground Floor Plan
DA-101	First Floor Plan
DA-102	Roof Plan
DA-300	Elevations
DA-301	Elevations
DA-400	Sections
DA-500	Shadow Diagrams - JUN 21st
DA-501	Shadow Diagrams - JUN 21st
DA-502	Shadow Diagrams - DEC 21st
DA-700	BASIX
DA-800	Area Schedules
DA-801	Window & Door Schedules
DA-900	Sediment Control



SUBJECT SITE - NTS



LOCATION - NTS

### Site Information

**Client** Khan  
**Site Address** 23 Carrol Avenue Cessnock 2325  
Sec -, Lot 2, DP 580045, SP -

**LGA** Cessnock  
**Land Zoning** R3  
**Precinct** n/a  
**FSR/Site Coverage** 0.5  
**Maximum Ceiling Height** 7.2

**Flood Area** No  
**Mine Subsidence Area** No  
**Bushfire Area** No  
**Heritage Area** No

# SHADE

e : info@shadedesign.net.au  
m : 0412 879 643



Drawing  
Site Analysis Plan  
Drawing No.  
DA-001

Project Number  
2215

Scale  
As Shown @ A3

Revision	Description	Date
A	Council Submission	29.08.22
B	Amended Designs & Site Layout	17.05.23

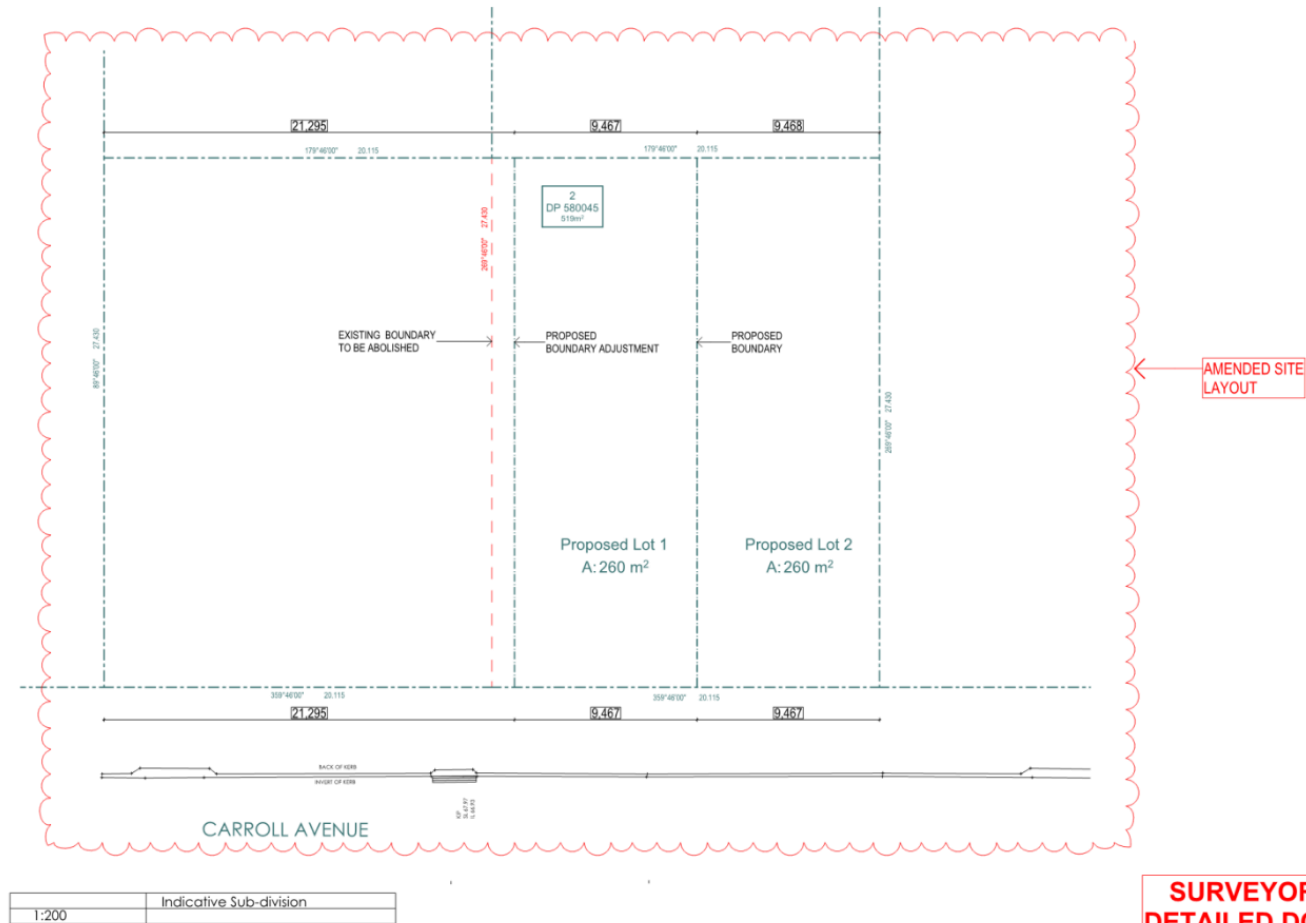
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e : [joel@shadedesign.net.au](mailto:joel@shadedesign.net.au)  
m : 0412 879 643

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**21 – 23 Carroll Avenue, Cessnock**



**Project**  
 Carrol Avenue  
 Dual Occupancy  
 23 Carroll Avenue Cessnock 2325  
**Client**  
 Khan



**Drawing**  
 Indicative Sub-division  
**Drawing No.**  
 DA-002

**Project Number**  
 2215  
**Scale**  
 As Shown @ A3

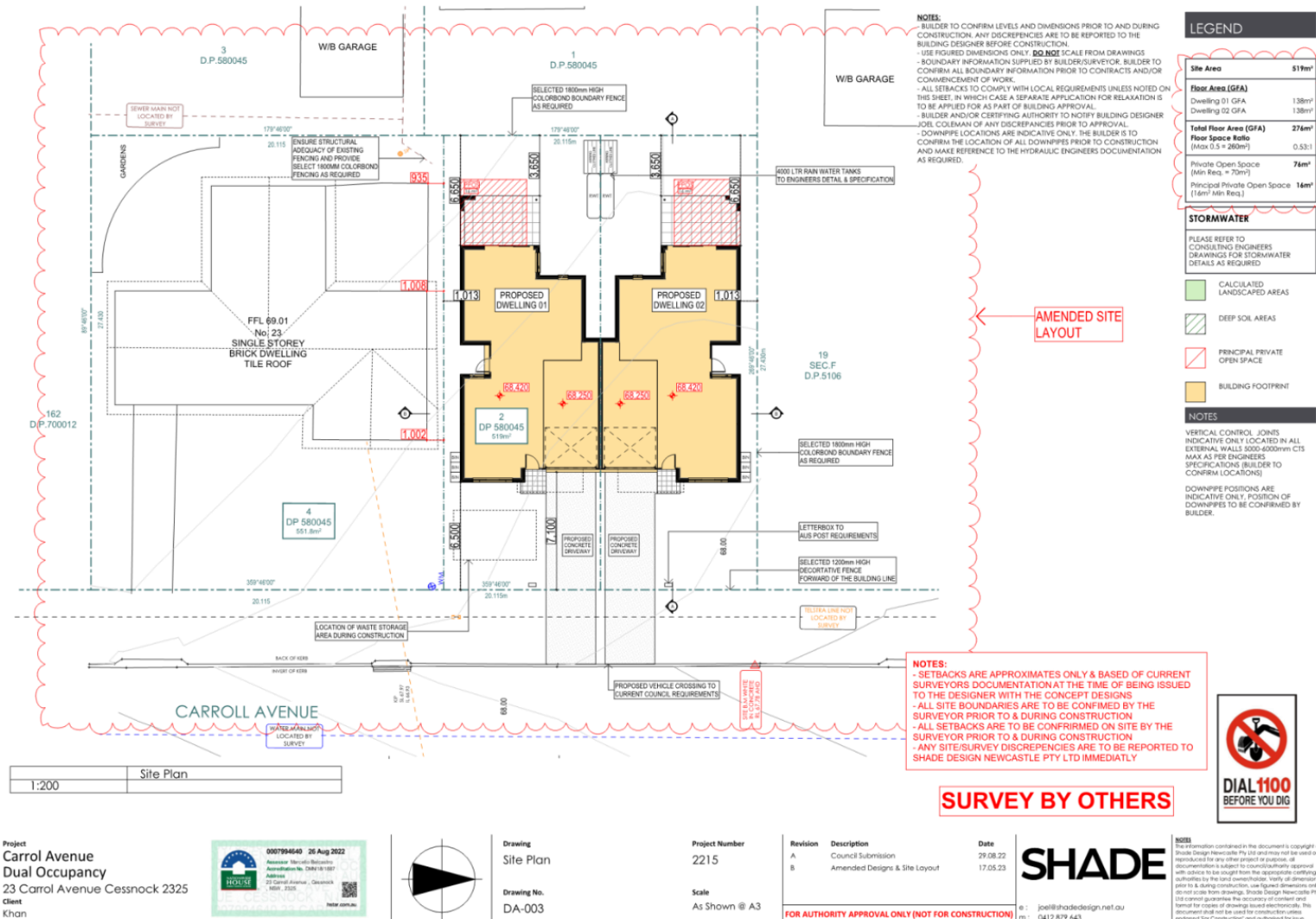
Revision	Description	Date
A	Council Submission	29.08.22
B	Amended Designs & Site Layout	17.05.23

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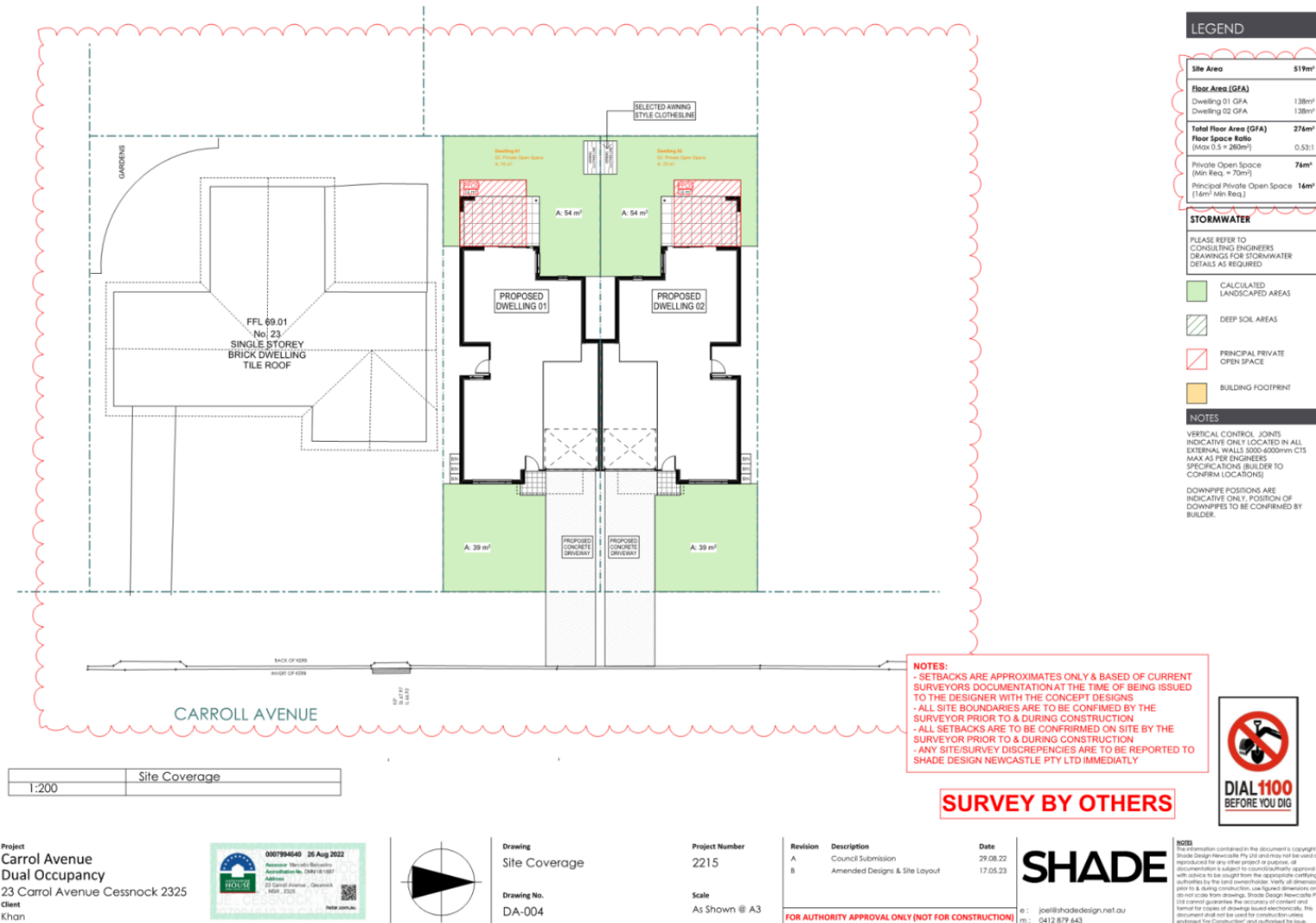
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**21 – 23 Carroll Avenue, Cessnock**





**21 – 23 Carroll Avenue, Cessnock**



**21 – 23 Carroll Avenue, Cessnock**



ARTISTS IMPRESSION

Project  
Carrol Avenue  
Dual Occupancy  
23 Carrol Avenue Cessnock 2325  
Client  
Khan



Drawing  
Perspectives  
  
Drawing No.  
DA-050

Project Number  
2215  
  
Scale  
As Shown @ A3

Revision	Description	Date
A	Council Submission	29.08.22
B	Amended Design & Site Layout	17.05.23

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m : 0412 879 443

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**21 – 23 Carroll Avenue, Cessnock**



ARTISTS IMPRESSION

**Project**  
Carrol Avenue  
Dual Occupancy  
23 Carrol Avenue Cessnock 2325  
**Client**  
Khan



**Drawing**  
Perspectives  
  
**Drawing No.**  
DA-051

**Project Number**  
2215  
  
**Scale**  
As Shown @ A3

Revision	Description	Date
A	Council Submission	29.08.22
B	Amended Design & Site Layout	17.05.23

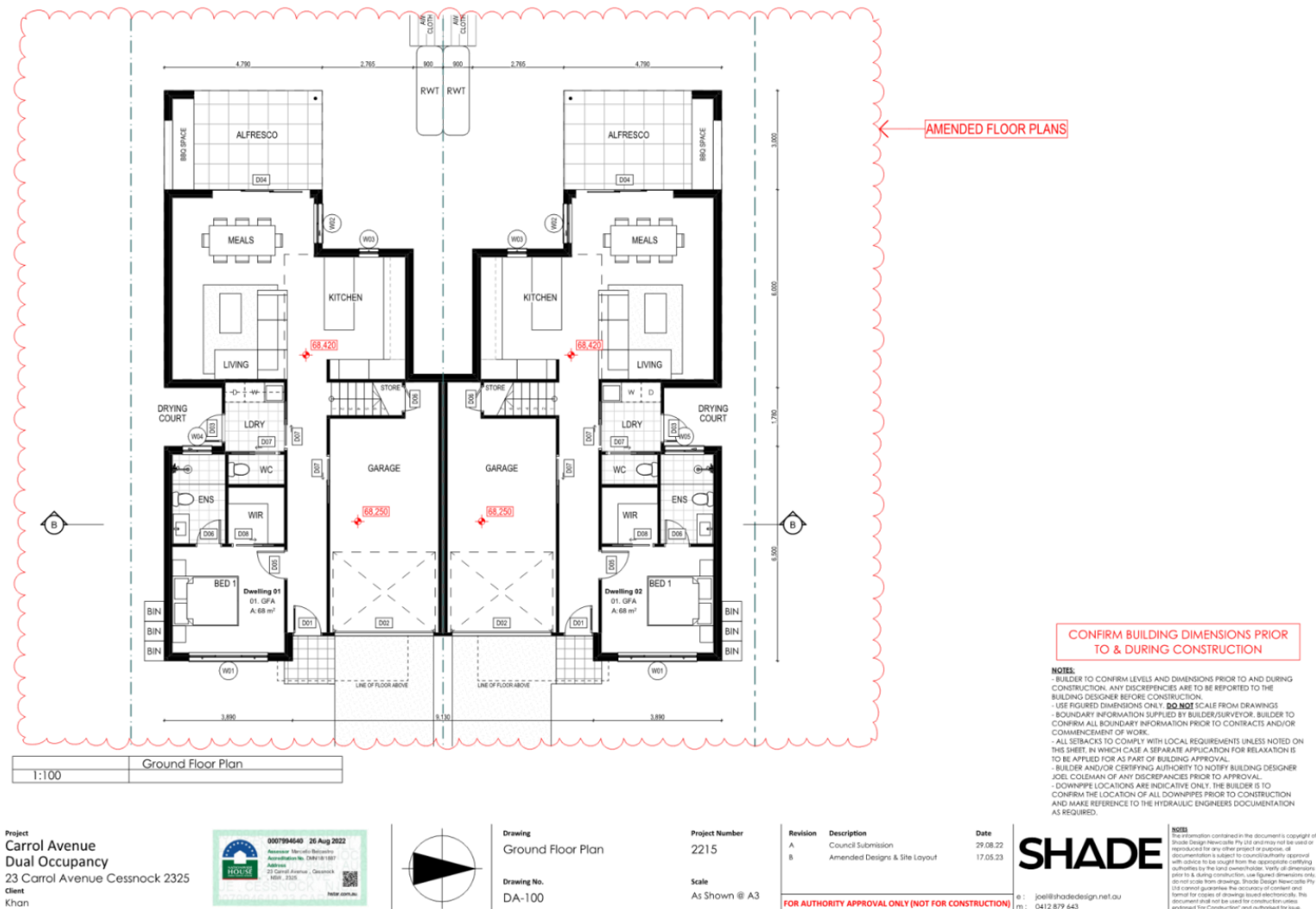
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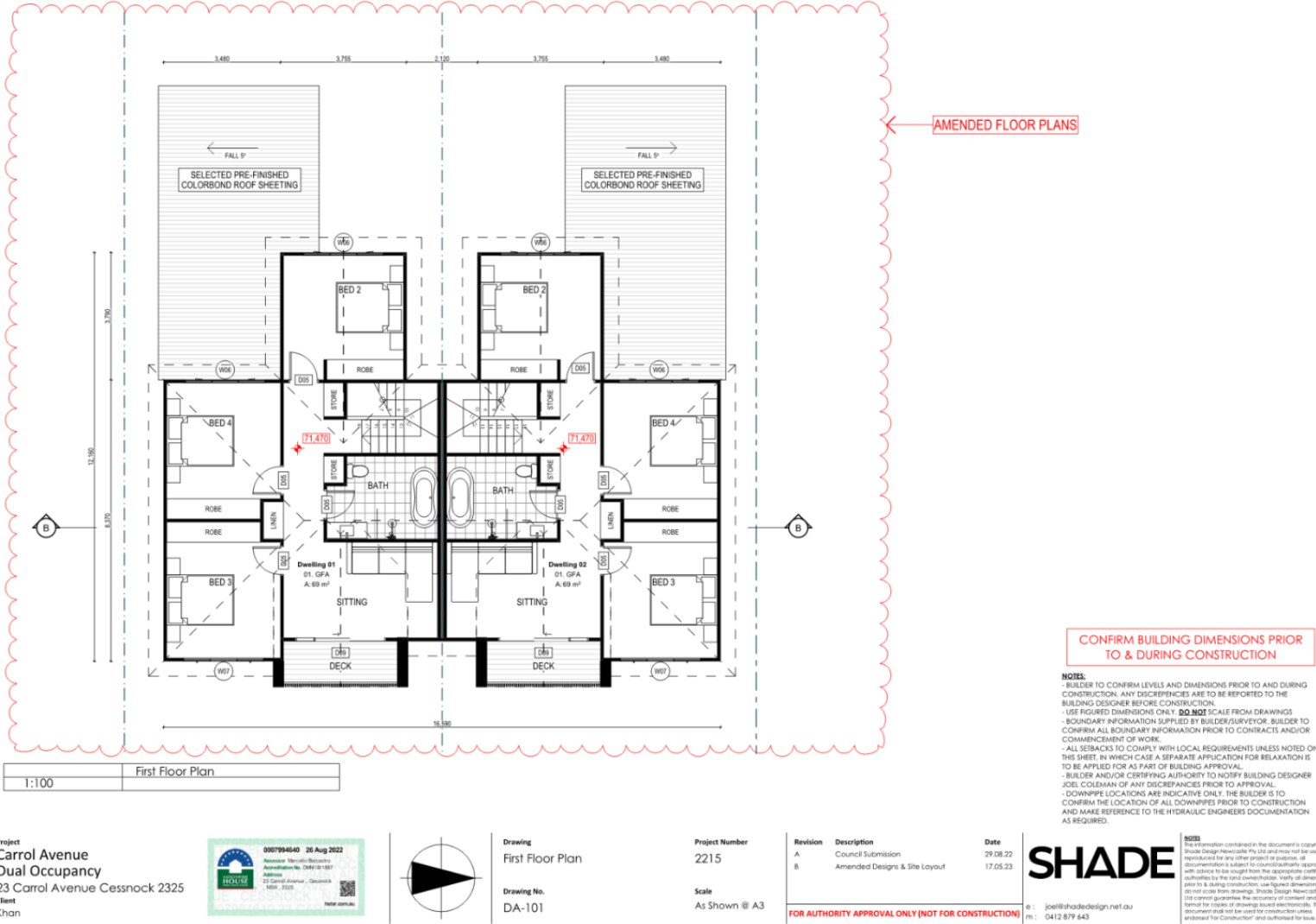
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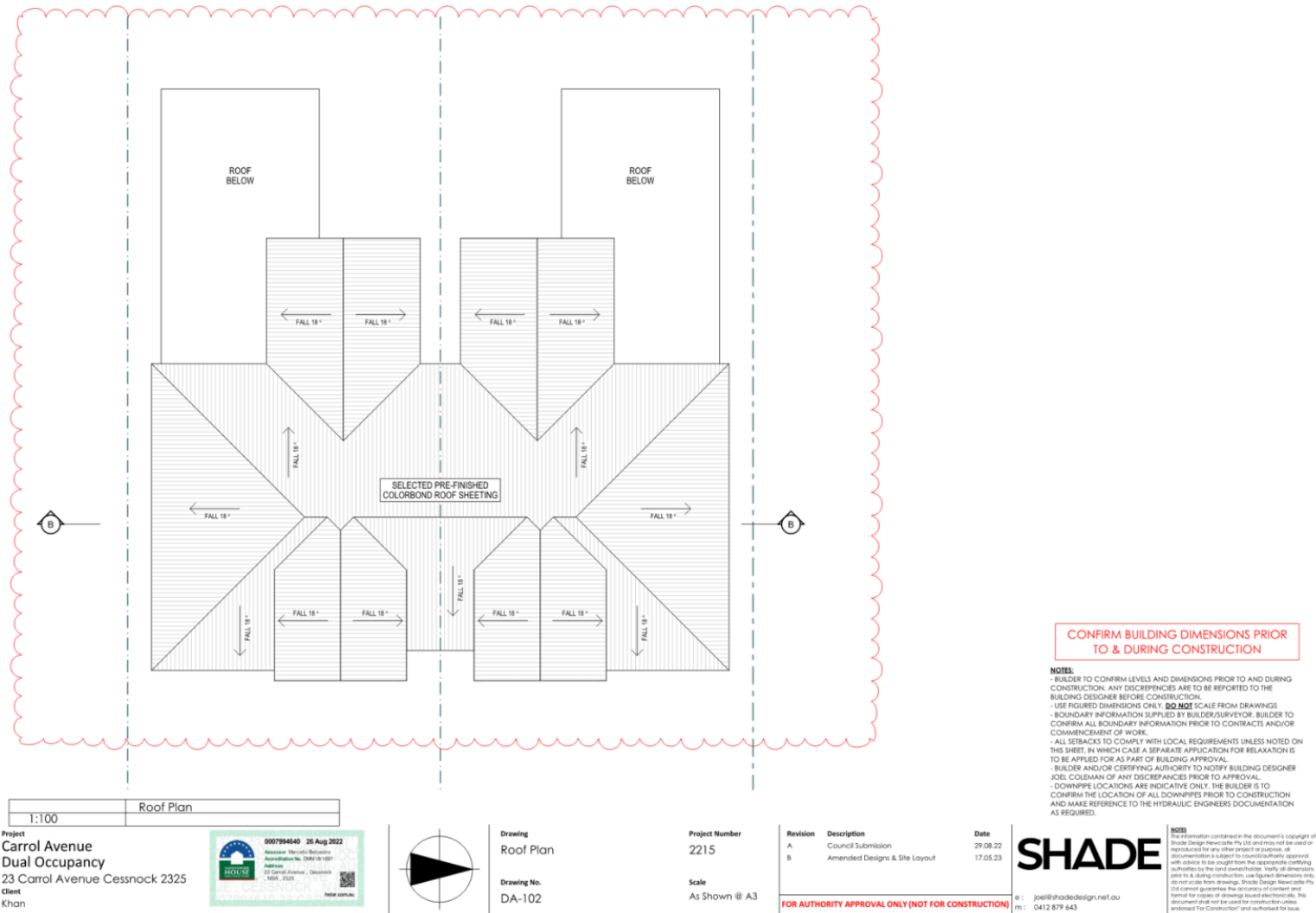
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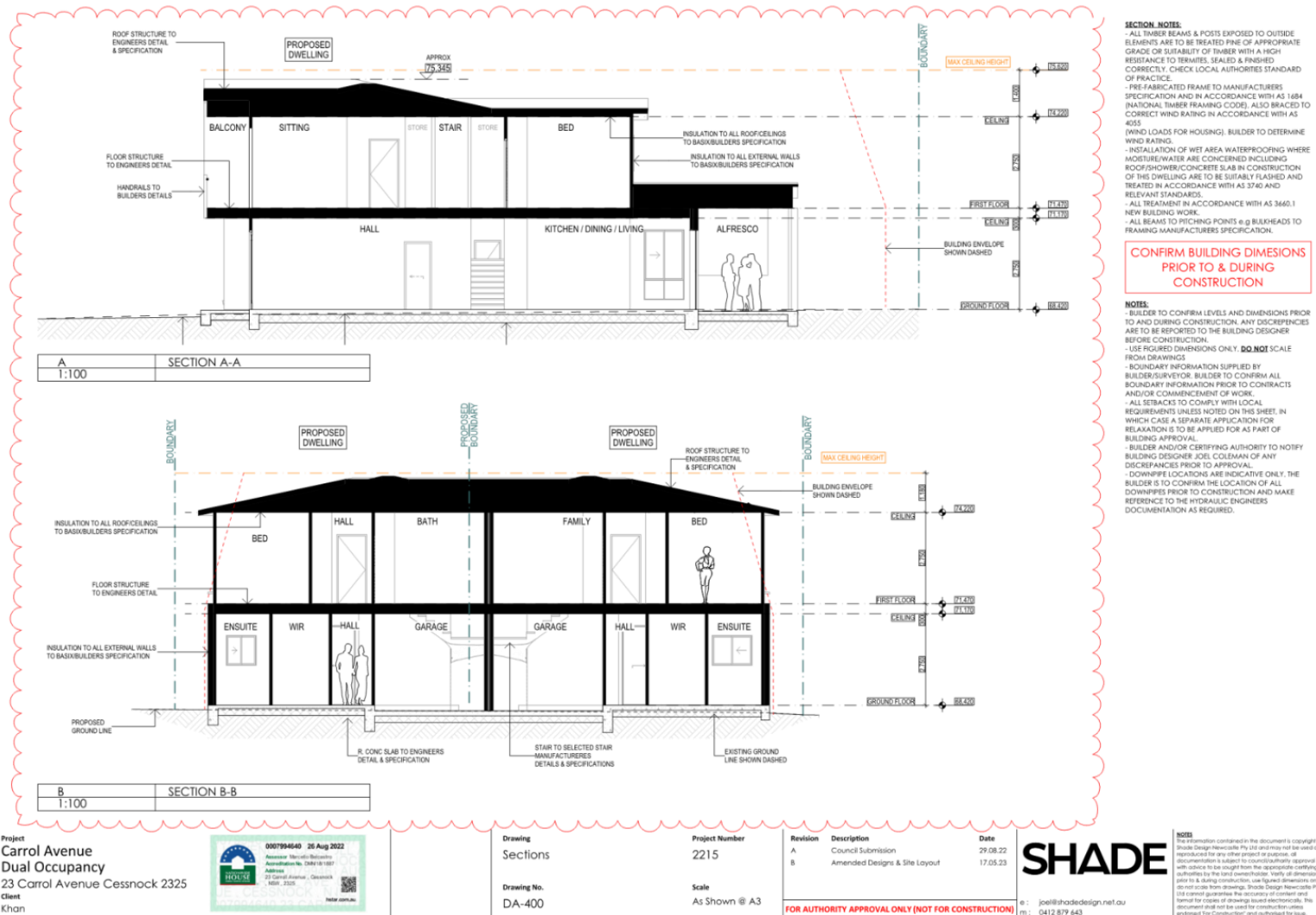




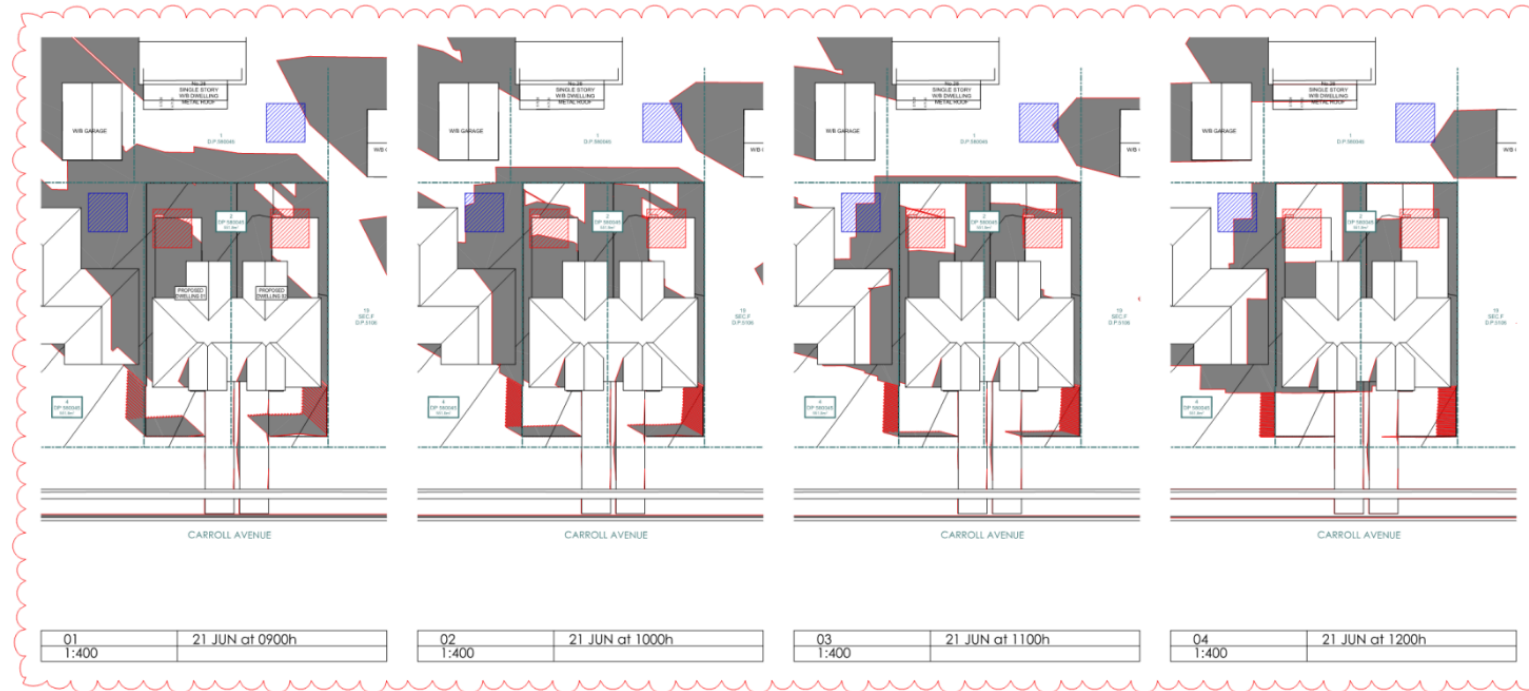
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**21 – 23 Carroll Avenue, Cessnock**



**21 – 23 Carroll Avenue, Cessnock**



Project  
Carroll Avenue  
Dual Occupancy  
23 Carroll Avenue Cessnock 2325  
Client  
Khan



Drawing  
Shadow Diagrams - JUN 21st  
Drawing No.  
DA-500

Project Number  
2215  
Scale  
As Shown @ A3

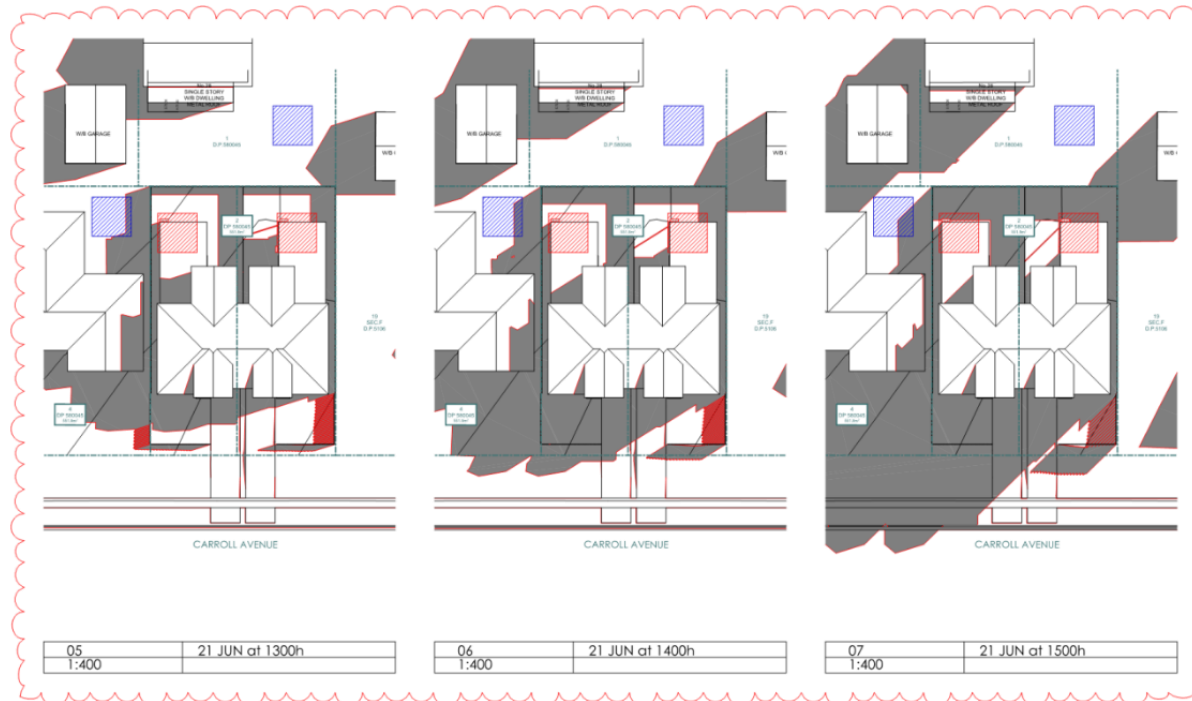
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**21 – 23 Carroll Avenue, Cessnock**



Project  
Carrol Avenue  
Dual Occupancy  
23 Carrol Avenue Cessnock 2325  
Client  
Khan



Drawing  
Shadow Diagrams - JUN 21st  
  
Drawing No.  
DA-501

Project Number  
2215  
  
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Revision	Description	Date
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e: joell@shade.design.net.au  
m: 0412 879 643

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**21 – 23 Carroll Avenue, Cessnock**



Project  
Carroll Avenue  
Dual Occupancy  
23 Carroll Avenue Cessnock 2325  
Client  
Khan



Drawing  
Shadow Diagrams - DEC 21st  
  
Drawing No.  
DA-502

Project Number  
2215  
  
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Revision	Description	Date
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B	Amended Designs & Site Layout	17.05.23

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## BASIX Notes

REFER TO FULL BASIX DOCUMENT FOR MORE INFORMATION

23 Carroll Avenue, Cessnock SUMMARY OF BASIX COMMITMENTS			
This is a summary of the BASIX Commitments as detailed in the BASIX Certificate. Refer to the CURRENT BASIX Certificate for complete details.			
<b>WATER COMMITMENTS</b>			
Fixtures			
Alternative Water – Rainwater Tank Size 2,500(L) Tank/Unit Connected To:			
One Outdoor Tap	All Toilets	Laundry W/M Cold Tap	
Fixtures			
3 Star Shower Heads	3 Star Toilet	3 Star Kitchen Taps	3 Star Basin Taps
<b>THERMAL COMFORT COMMITMENTS – Refer to TPA Specification on plans</b>			
<b>ENERGY COMMITMENTS</b>			
Hot Water	Gas instantaneous 6 star		
Cooling System	Living	1-phase air conditioning 2 star (average zone)	
	Bedrooms	None	
Heating System	Living	1-phase air conditioning 2 star (average zone)	
	Bedrooms	None	
Ventilation	Bathrooms	Fan ducted to roof/façade	Manual on/off
	Kitchen	Fan ducted to roof/façade	Manual on/off
	Laundry	Fan ducted to roof/façade	Manual on/off
Natural Lighting	Window/Skylight in Kitchen		As Drawn
	Window/Skylight in Bathrooms/Toilets		As Drawn
Artificial Lighting (Primarily lit by fluoro or LED)	Number of bedrooms	All	Dedicated No
	Number of Living/Dining rooms	All	Dedicated No
	Kitchen	Yes	Dedicated No
	All Bathrooms/Toilets	Yes	Dedicated No
	Laundry	Yes	Dedicated No
	All Hallways	Yes	Dedicated No
<b>OTHER COMMITMENTS</b>			
Outdoor clothes line	Yes	Indoor or sheltered clothes drying line	No
Stove/Oven	Electric cooktop, electric oven		
Other			

DMN Assessor #18/1887	26 <sup>th</sup> August 2022	Reference: 408/2022
Evergreen Energy Consultants		
Email address: <a href="mailto:enquiries@evergreenenergy.com.au">enquiries@evergreenenergy.com.au</a>	Ph: 1300 584 010	
<b>Important Note for Development Applicants:</b>		
The following specification was used to achieve the thermal performance values indicated on the Assessor Certificate. If they vary from drawings or other specifications this Specification shall take precedence. If only one specification option is detailed for a building element, that specification must apply to all instances of that element for the whole project. If alternate specifications are detailed, the location and extent of the alternate specification must be detailed below and / or clearly indicated on referenced documentation.		
Once the development is approved by the consent authority, these specifications will become a condition of consent and must be included in the built works. If you do not want to include these requirements, the proposed construction varies to those detailed or need further information, please contact Evergreen Energy Consultants.		
This assessment has assumed that the BCA provisions for building sealing will be complied with at construction.		
<b>Thermal Performance Specifications</b>		
<b>External Wall Construction</b>	Insulation	Colour (Solar Absorbance) Detail
Fibro Cavity Panel Direct Fix	Anti-glare foil with bulk no gap R2.5	Light and Medium
Brick Veneer	Anti-glare foil with bulk no gap R2.5	Medium
Brick Veneer	Anti-glare foil	Medium Garage
<b>Internal Wall Construction</b>	Insulation	Detail
Cavity wall, direct fix plasterboard, single gap	None	
Cavity wall, direct fix plasterboard, single gap	Bulk insulation R2.5	Internal walls adjoining garages
Party Wall – Cavity Brick	None	
<b>Ceiling Construction</b>	Insulation	Detail
Plasterboard with Timber	Bulk insulation R4.0	External ceilings
Timber above Plasterboard	None	Internal ceilings
<b>Roof Construction</b>	Insulation	Colour Detail
Corrugated Iron	Bulk, reflective side down, no air gap above R1.3	Medium 2°, 3°, 5° and 30° pitch
<b>Floor Construction</b>	Insulation	Covering
225mm Waffle Pool Slab	None	Carpet, Tiles and Bare
<b>Windows</b>	Glass and frame type	U value SHGC Detail
GJA-013-08 A GJAMES Aluminium framed 4EA Sliding Windows Single Glazed	4.49	0.64
GJA-011-05 A GJAMES Aluminium framed 4EA Fixed Windows Single Glazed	3.95	0.67
GJA-001-08 A GJAMES Aluminium framed 4EA Awning Windows Single Glazed	4.82	0.52
GJA-070-08 A GJAMES Aluminium framed 4EA Sliding Doors Single Glazed	4.44	0.61
U and SHGC values are according to NFRC. Alternate products may be used if the U value is lower and the SHGC is less than 5% higher or lower than the above figures.		
<b>Fixed shading – Eaves</b> Width includes guttering, offset is distance above windows		
As drawn Nominal only, refer to plan for detail		
<b>Fixed shading – Other</b> Verandah to certain units only		
Shaded areas and shade devices as drawn, adjoining buildings and boundary fences		
For construction in NSW the BCA Vol 1 or 2 must be complied with, in particular the following:		
- Thermal construction in accordance with Vol 1 Section J1.2 or Vol 2 Part 3.12.1.1		
- Thermal breaks in accordance with Section J1.3(d) & 1.5(c) or Part 3.12.1.2(c) & 3.12.1.4(b)		
- Compensating for loss of ceiling insulation in accordance with Section J1.3(c) or Part 3.12.1.2(e)		
- Floor insulation in accordance with Section J1.6(c) & (d) or Part 3.12.1.5(e)(ii) or (c) & (d)		
- Building sealing in accordance with Section J3 or Part 3.12.3.1 to 3.12.3.6		

Project  
Carrol Avenue  
Dual Occupancy  
23 Carroll Avenue Cessnock 2325  
Client  
Khan



Drawing  
BASIX  
Drawing No.  
DA-700

Project Number  
2215  
Scale  
As Shown @ A3

Revision Description  
A Council Submission  
B Amended Designs & Site Layout

Date  
29/08/22  
17/05/23

FOR AUTHORITY APPROVAL ONLY (NOT FOR CONSTRUCTION)

# SHADE

e: [jocell@shade.design.net.au](mailto:jocell@shade.design.net.au)  
m: 0412 879 643

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**21 – 23 Carroll Avenue, Cessnock**

**Area Schedule (m2)**

**Dwelling 01**

01. GFA	137
02. Private Open Space	70

**Dwelling 02**

01. GFA	137
02. Private Open Space	70

**Site Calculations**

01. Landscaping	186
02. Site Area	519
Proposed Lot 1	260
Proposed Lot 2	260

**NOTE:**

AREAS SHOWN ARE APPROXIMATES ONLY AND SPECIFICALLY INTENDED FOR THE CALCULATION PURPOSES IN SUPPORT OF A DEVELOPMENT APPLICATION. TOTAL CONSTRUCTION AREAS CAN BE PROVIDED AT THE REQUEST OF THE CLIENT OR BUILDER AND ARE TO BE CONFIRMED AGAIN AT THE CONSTRUCTION CERTIFICATE STAGE.

**NOT CONSTRUCTION AREAS**

Project  
Carroll Avenue  
Dual Occupancy  
23 Carroll Avenue Cessnock 2325  
Client  
Khan



Drawing  
Area Schedules  
  
Drawing No.  
DA-800

Project Number  
2215  
  
Scale  
As Shown @ A3

Revision	Description	Date
A	Council Submission	29.08.22
B	Amended Designs & Site Layout	17.05.23

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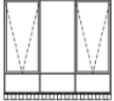






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**21 – 23 Carroll Avenue, Cessnock**

CONFIRM OPENING DIRECTIONS ON SITE

CONFIRM FINAL SIZING ON SITE

Window Schedule							
ID	W01	W02	W03	W04	W05	W06	W07
Quantity	2	2	2	1	1	4	2
Height	2,100	2,100	2,100	900	900	900	900
Width	2,400	1,200	600	900	1,200	2,400	2,400
Type	Awning / Fixed / Awning w/ Lower Transom	Sliding w/ Lower Transom	Awning w/Transom	Fixed / Sliding	Fixed / Sliding	Sliding / Fixed / Sliding	Awning / Fixed / Awning...
Elevation							

Door Schedule								
ID	D01	D02	D03	D04	D05	D06	D07	D08
Quantity	2	2	2	2	10	4	6	2
Height	2,340	2,450	2,100	2,400	2,040	2,040	2,040	2,040
Width	820	3,000	820	3,000	820	720	820	720
Type	Glazed Entry	Garage Roller	Glass Laundry Hinged	Glass Stack	Internal Hinged	Internal Hinged	Internal Cavity Slider	Internal Cavity Slider
Elevation								

Door Schedule	
ID	D09
Quantity	2
Height	2,400
Width	2,700
Type	Glass Sliding
Elevation	

**NOTES:**  
 - BUILDER TO CONFIRM WITH SELECTED WINDOW/DOOR MANUFACTURER ALL WINDOW/DOOR DIMENSIONS, OPENING DIRECTIONS & HINGE LOCATIONS  
 - PLEASE REFER TO CURRENT BASIX REPORT FOR ENERGY PERFORMANCE REQUIREMENTS & SPECIFICATIONS  
 - BUILDER TO CONFIRM LEVELS AND DIMENSIONS PRIOR TO AND DURING CONSTRUCTION. ANY DISCREPANCIES ARE TO BE REPORTED TO THE BUILDING DESIGNER BEFORE CONSTRUCTION.  
 - USE FIGURED DIMENSIONS ONLY. **DO NOT** SCALE FROM DRAWINGS

Project  
 Carroll Avenue  
 Dual Occupancy  
 23 Carroll Avenue Cessnock 2325  
 Client  
 Khan



Drawing  
 Window & Door Schedules  
 Drawing No.  
 DA-801

Project Number  
 2215  
 Scale  
 As Shown @ A3

Revision	Description	Date
A	Council Submission	29.08.22
B	Amended Design & Site Layout	17.05.23

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e : joel@shadedesign.net.au  
 m : 0412 879 443

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**21 – 23 Carroll Avenue, Cessnock**

**Sediment and erosion control**

All erosion and sediment control measures to be installed prior to site disturbance.

The project manager to inform all contractors and sub-contractors of their obligations under the erosion and sediment control plan.

Topsoil from all areas that will be disturbed to be stripped and stockpiled at the nominated site.

All sediment control structures to be inspected by site supervisor after each rainfall event for structural damage and all trapped sediment to be removed to a nominated stockpile site.

Sediment and erosion control shall be effectively maintained at all times during the course of construction and shall not be removed until the site has been stabilised or landscaped to the superintendent's satisfaction.

A single all weather access way will be provided at the front of the property consisting of 50-75 aggregate or similar material at a minimum thickness of 150 laid over needle-punched geotextile fabric and constructed prior to commencement of works.

The contractor shall ensure that no spoil or fill encroaches upon adjacent areas for the duration of works.

The contractor shall ensure that kerb inlets and drains receiving stormwater shall be protected at all times during development. Kerb inlet sediment traps shall be installed along the immediate vicinity along the street frontage.

Sediment fencing shall be secured by post (where metal star pickets are used plastic safety caps shall be used) at 3000 intervals with geotextile fabric embedded 200 in soil.

All topsoil stripped from the site and stockpiled does not interfere with drainage lines and stormwater inlets and will be suitably covered with an impervious membrane material and screened by sediment fencing.

**Soil conservation**

Prior to commencement of construction provide 'sediment fence,' 'sediment trap' and washout area to ensure the capture of water borne material generated from the site.

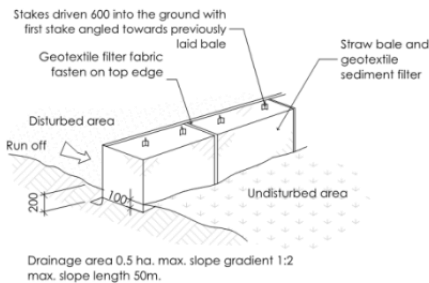
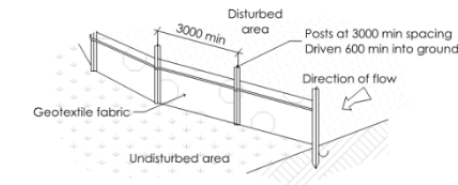
Maintain the above during the course of construction, and clear the 'sediment trap after each storm.

**Sediment trap**

1000 x 1000 wide 500 deep pit, located at the lowest point to the trap sediment.

**Sediment fence**

Provide sediment fence on down slope boundary as shown on plan. Fabric to be buried below ground at lower edge.



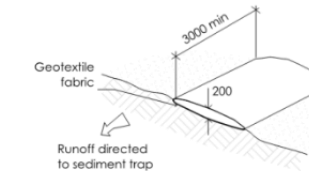
**Washout area**

to be 1800 x 1800 allocated for the washing of tool and equipment



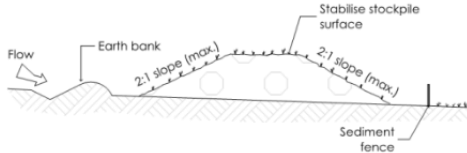
**Vehicle access to site**

Vehicle access to the building site should be restricted to a single point so as to reduce the amount of soil deposited on the street pavement.



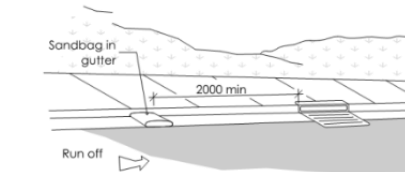
**Building material stockpiles**

All stockpiles of building material such as sand and soil must be protected to prevent scour and erosion. They should never be placed in the street gutter where they will wash away with the first rainstorm.



**Sandbag kerb sediment trap**

In certain circumstances extra sediment trapping may be needed in the street gutter.



Project  
Carrol Avenue  
Dual Occupancy  
23 Carrol Avenue Cessnock 2325  
Client  
Khan



Drawing  
Sediment Control  
  
Drawing No.  
DA-900

Project Number  
2215  
  
Scale  
As Shown @ A3

Revision  
A Council Submission  
B Amended Designs & Site Layout

Date  
29.08.22  
17.05.23

**SHADE**  
e: joel@shadedesign.net.au  
m: 0412 879 643

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## **Deed**

### **Hunter Power Project (Kurri Kurri Power Station) Planning Agreement**

*Under s7.4 of the Environmental Planning and Assessment Act 1979*

**Cessnock City Council  
Snowy Hydro Limited**

Date: **[Insert Date]**

Hunter Power Project (Kurri Kurri Power Station) Planning Agreement  
Cessnock City Council  
Snowy Hydro Limited

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## **Hunter Power Project (Kurri Kurri Power Station) Planning Agreement Planning Agreement**

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Hunter Power Project (Kurri Kurri Power Station) Planning Agreement  
Cessnock City Council  
Snowy Hydro Limited

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Hunter Power Project (Kurri Kurri Power Station) Planning Agreement  
Cessnock City Council  
Snowy Hydro Limited

---

**Hunter Power Project (Kurri Kurri Power Station) Planning  
Agreement  
Summary Sheet**

**Council:**

**Name:** Cessnock City Council  
**Address:** 62-78 Vincent Street, CESSNOCK NSW 2325  
**Telephone:** 02 4993 4100  
**Email:** council@cessnock.nsw.gov.au  
**Representative:** Ken Liddell

**Developer:**

**Name:** Snowy Hydro Limited  
**Address:** Monaro Highway Cooma  
**Telephone:** 0429048150  
**Email:** Mukul.Bokil@snowhydro.com.au  
**Representative:** Mukul Bokil

Hunter Power Project (Kurri Kurri Power Station) Planning Agreement  
Cessnock City Council  
Snowy Hydro Limited

## Regulatory Compliance Tables

Table 1 – Provisions of Act

Act Provision	Requirement	Compliance
S7.4 (1)	'Planning Authority'	Council
	'Developer'	Developer
	Development Contributions	See clause 11, Part 2 and Schedule 2
S7.4 (1), (2)	Public Purpose	See column 2 of Schedule 2
S7.4 (3)(a)	Land	See Definition of 'Land' in clause 1.1
S7.4 (3)(b)(i)	Instrument Change	N/A
S7.4 (3)(b)(ii)	Development	See definition of 'Development' in clause 1.1
S7.4 (3)(c)	Details of Developer's Provision	See clause 12, Part 2 and Schedule 2
S7.4 (3)(d)	Whether s7.11, s7.12 and s7.24 of the Act Apply to the Development	See clause 10 and Items 4, 5 and 6 in Schedule 1
S7.4 (3)(e)	Whether Benefits are or are not to be Taken into Consideration in Determining a Development Contribution under s7.11	See clause 10
S7.4 (3)(f)	Mechanism for the Resolution of Disputes under the Agreement	See Part 3
S7.4 (3)(g)	Enforcement of the Agreement by a Suitable Means in the Event of Breach by the Developer	See Part 4
S7.4 (10)	Conformity of Agreement with Act, Environmental Planning Instruments, & Development Consents Applying to the Land	Yes
S7.5	Public Notice & Public Inspection of Draft Agreement	Yes
S6.15(1)(d)	If the Development involves the subdivision of land, does this Agreement impose requirements that are required to be complied with before a subdivision certificate is issued?	N/A



**Hunter Power Project (Kurri Kurri Power Station) Planning Agreement**

**Cessnock City Council**

**Snowy Hydro Limited**

**Table 2 – Provisions of Regulation**

<b>Regulation Provision</b>	<b>Requirement</b>	<b>Compliance</b>
Clause 203	Form & Subject-Matter	Yes
Clause 203(6)	Secretary's Practice Note	Yes
Clause 204	Public Notice & Public Inspection of Draft Agreement	Yes
Clause 205	Explanatory Note	See Appendix
Clause 21 of the Regulation (Certification)	If the Development involves building work or subdivision work, does the Agreement specify requirements that are required to be complied with before a construction certificate for the work is issued?	No
Clause 48 of the Regulation (Certification)	If an occupation certificate is required in respect of the Development, does the Agreement impose requirements that are required to be complied with before such a certificate is issued?	No

Hunter Power Project (Kurri Kurri Power Station) Planning Agreement

Cessnock City Council

Snowy Hydro Limited

---

## Hunter Power Project (Kurri Kurri Power Station) Planning Agreement

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

### Parties

**Cessnock City Council** ABN 60 919 148 928 of 62-78 Vincent Street, CESSNOCK NSW 2325  
(Council)

and

**Snowy Hydro Limited** ABN 17090 574 431 of Monaro Highway, Cooma NSW (Developer)

### Background

- A The Developer is the proponent of the Hunter Power Project (Kurri Kurri Gas-Fired Power Station).
- B On 12 December 2020, Hunter Power Project (Kurri Kurri Gas-Fired Power Station) was declared a critical State significant infrastructure project by order under clause 12 of Schedule 5 of *State Environmental Planning Policy (State and Regional Development) 2011*.
- C The Infrastructure Approval for the Hunter Power Project (Kurri Kurri Gas-Fired Power Station) was granted by the Minister for Planning and Public Spaces on 17 December 2021.
- D Conditions A25 to A27 of the Infrastructure Approval requires the Developer and the Council within 6 months (or such later date agreed by the Secretary) of the date of commencement of the development to enter into a Planning Agreement in accordance with Division 7.1 of Part 7 of the Act and the terms of the Developers offers set out in Appendix 3 to the Infrastructure Approval.
- E Appendix 3 to the Infrastructure Approval provides for a funding contribution of \$880,000 for projects agreed between the Developer and the Council that have a community benefit and demonstrated link to the development.
- F The date for entering into a Planning Agreement has been extended by the Secretary to 31 August, 2023.
- G The Developer and the Council have agreed to the development contributions set out in Schedule 2 to enable the Developer to meet the requirements of Conditions A25 to A27 of the Infrastructure Approval.

### Operative provisions

#### Part 1 - Preliminary

##### 1 Interpretation

- 1.1 In this Deed the following definitions apply:

**Act** means the *Environmental Planning and Assessment Act 1979* (NSW).

Hunter Power Project (Kurri Kurri Power Station) Planning Agreement

Cessnock City Council

Snowy Hydro Limited

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**Approval** includes approval, consent, licence, permission or the like and includes, without limitation, a Development Consent and a Certificate issued under Part 6 of the Act.

**Claim** includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.

**Confidential Information** means any information and all other knowledge at any time disclosed (whether in writing or orally) by the Parties to each other, or acquired by the Parties in relation to the other's activities or services which is not already in the public domain and which:

- (a) is by its nature confidential;
- (b) is designated, or marked, or stipulated by either Party as confidential (whether in writing or otherwise);
- (c) any Party knows or ought to know is confidential; or
- (d) is information which may reasonably be considered to be of a confidential nature.

**Contribution Item** means an item of Development Contribution specified in Column 1 of Schedule 2.

**Cost** means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.

**CPI** means the Consumer Price Index (All-Groups Sydney) as provided by the Australian Bureau of Statistics.

**Deed** means this Deed and includes any schedules, annexures and appendices to this Deed.

**Development** means the development specified or described in Item 3 of Schedule 1.

**Development Contribution** means a monetary contribution, the dedication of land free of cost, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards a public purpose, but does not include any security or other benefit provided by a Party to the Council to secure the enforcement of that Party's obligations under this Deed for the purposes of s7.4 (3)(g) of the Act.

**Dispute** means a dispute or difference between the Parties under or in relation to this Deed.

**GST** has the same meaning as in the GST Law.

**GST Law** has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

**Infrastructure Approval** means the Infrastructure Approval issued for the Hunter Power Project (Kurri Kurri Gas-Fired Power Station) by the Minister for Planning and Public Spaces on 17 December 2021.

Hunter Power Project (Kurri Kurri Power Station) Planning Agreement

Cessnock City Council

Snowy Hydro Limited

---

**Intellectual Property** means all copyright (including moral rights), patents, trademarks, designs, confidential information, circuit layouts, data and any other rights from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.

**Land** means the land specified or described in Item 1 of Schedule 1.

**Map** means the map in Schedule 3.

**Occupation Certificate** has the same meaning as in the Act.

**Party** means a party to this Deed.

**Regulation** means the *Environmental Planning and Assessment Regulation 2021*.

**Regulation (Certification)** means the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*

- 1.2 In the interpretation of this Deed, the following provisions apply unless the context otherwise requires:
- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Deed.
  - 1.2.2 A reference in this Deed to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
  - 1.2.3 If the day on which any act, matter or thing is to be done under this Deed is not a business day, the act, matter or thing must be done on the next business day.
  - 1.2.4 A reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.
  - 1.2.5 A reference in this Deed to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
  - 1.2.6 A reference in this Deed to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
  - 1.2.7 A reference in this Deed to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
  - 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed.
  - 1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
  - 1.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

**Hunter Power Project (Kurri Kurri Power Station) Planning Agreement**

**Cessnock City Council**

**Snowy Hydro Limited**

- 
- 1.2.11 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
  - 1.2.12 References to the word '*include*' or '*including*' are to be construed without limitation.
  - 1.2.13 A reference to this Deed includes the agreement recorded in this Deed.
  - 1.2.14 A reference to a Party to this Deed includes a reference to the servants, agents and contractors of the Party, the Party's successors and assigns.
  - 1.2.15 A reference to '*dedicate*' or '*dedication*' in relation to land is a reference to dedicate or dedication free of cost.
  - 1.2.16 Any schedules, appendices and attachments form part of this Deed.
  - 1.2.17 Notes appearing in this Deed are operative provisions of this Deed.

**2 Status of this Deed**

- 2.1 This Deed is a planning agreement within the meaning of s7.4(1) of the Act.

**3 Commencement**

- 3.1 This Deed commences and has force and effect on and from the date when the Parties have:
  - 3.1.1 all executed the same copy of this Deed, or
  - 3.1.2 each executed separate counterparts of this Deed and exchanged the counterparts.
- 3.2 The Parties are to insert the date when this Deed commences on the front page and on the execution page.

**4 Application of this Deed**

- 4.1 This Deed applies to the Land and to the Development.

**5 Warranties**

- 5.1 Each Party represents and warrants that:
  - 5.1.1 it has full legal capacity and power to:
    - (a) own its property and carry on its business,
    - (b) enter into this Deed and carry out the transactions it covers,
  - 5.1.2 it holds each authorisation necessary to:
    - (a) properly execute this document and carry out the transactions,



**Hunter Power Project (Kurri Kurri Power Station) Planning Agreement**

**Cessnock City Council**

**Snowy Hydro Limited**

- (b) make this document legal, valid, binding and admissible in evidence,
- (c) properly carry on its business,
- (d) and it is complying with any conditions of those authorisations,

5.1.3 it is not entering into this Deed as a trustee of any trust or settlement,

5.1.4 it has the full power to enter into and perform its obligations under this Deed and that, when executed, this Deed will constitute legal, valid and binding obligations according to its terms.

**6 Power of attorney**

6.1 Each person who executes this document under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so.

**7 Parties' relationship**

7.1 Nothing in this Deed:

7.1.1 makes the Developer a partner, agent or legal representative of the Council,

7.1.2 creates a partnership, agency or trust,

7.1.3 confers on the Developer any authority to bind the Council in any way.

7.2 The rights of the Parties do not merge once the Development Contributions obligations under this Deed are completed or this Deed is terminated.

**8 Further agreements**

8.1 The Parties may, at any time and from time to time, enter into agreements relating to the subject-matter of this Deed that are not inconsistent with this Deed for the purpose of implementing this Deed.

**9 Surrender of right of appeal, etc.**

9.1 The Developer is not to commence or maintain, or to cause or procure the commencement or maintenance, of any proceedings in any court or tribunal or similar body appealing against, or questioning the validity of this Deed, or an Approval relating to the Development in so far as the subject-matter of the proceedings relates to this Deed.

**10 Application of s7.11, s7.12 and s7.24 of the Act to the Development**

10.1 This Deed excludes the application of s7.11, s7.12 and s7.24 of the Act to the Development to the extent provided for in Items 4, 5 and 6 in Schedule 1 respectively.

10.2 The benefits under this Deed are to be taken into consideration in determining a Development Contribution under s7.11 of the Act to the Development to the extent provided for in Item 7 in Schedule 1.

Hunter Power Project (Kurri Kurri Power Station) Planning Agreement  
Cessnock City Council  
Snowy Hydro Limited

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## **11 Provision of Development Contributions**

- 11.1 The Developer is to make Development Contributions to the Council in accordance with Schedule 2, any other provision of this Deed relating to the making of Development Contributions and otherwise to the satisfaction of the Council.
- 11.2 The Council is to apply each Development Contribution made by the Developer under this Deed towards the public purpose for which it is made and otherwise in accordance with this Deed.
- 11.3 Despite clause 11.2, the Council may apply a Development Contribution made under this Deed towards a public purpose other than the public purpose specified in this Deed if the Council reasonably considers that the public interest would be better served by applying the Development Contribution towards that other purpose rather than the purpose so specified.

## **Part 2 – Provisions relating to monetary contributions**

### **12 Payment of monetary Development Contributions**

- 12.1 The Developer is to pay to the Council monetary Development Contributions specified in Part A of Schedule 2 in the manner and at the time or times specified in that Part.
- 12.2 The amount of a monetary Development Contribution is to be indexed from the date of this Deed in accordance with positive movements to the index specified in Item 9 of Schedule 1.
- 12.3 A monetary Development Contribution is made for the purposes of this Deed when the Council receives the full amount of the contribution payable under this Deed in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council.

## **Part 3 – Dispute Resolution**

### **13 Dispute resolution – expert determination**

- 13.1 This clause applies to a Dispute between any of the Parties to this Deed concerning a matter arising in connection with this Deed that can be determined by an appropriately qualified expert if:
  - 13.1.1 the Parties to the Dispute agree that it can be so determined, or
  - 13.1.2 the Chief Executive Officer of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion that the Dispute can be determined by a member of that body.
- 13.2 A Dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 13.3 If a notice is given under clause 13.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.

**Hunter Power Project (Kurri Kurri Power Station) Planning Agreement**

**Cessnock City Council**

**Snowy Hydro Limited**

- 
- 13.4 If the Dispute is not resolved within a further 28 days, the Dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.
  - 13.5 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
  - 13.6 Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
  - 13.7 The Parties are to share equally the costs of the President, the expert, and the expert determination.

**14 Dispute Resolution – mediation**

- 14.1 This clause applies to any Dispute arising in connection with this Deed other than a Dispute to which clause 13 applies.
- 14.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 14.3 If a notice is given under clause 14.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 14.4 If the Dispute is not resolved within a further 28 days, the Parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.
- 14.5 If the Dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the Dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.
- 14.6 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- 14.7 The Parties are to share equally the costs of the President, the mediator, and the mediation.

**15 Arbitration Excluded**

- 15.1 The arbitration of any Dispute between the Parties arising under, or in connection with, this Deed is expressly excluded.

**Part 4 - Enforcement**

**16 Breach of obligations**

- 16.1 If the Council reasonably considers that the Developer is in breach of any obligation under this Deed, it may give a written notice to the Developer:
  - 16.1.1 specifying the nature and extent of the breach,

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16.1.2 requiring the Developer to:

- (a) rectify the breach if it reasonably considers it is capable of rectification, or
- (b) pay compensation to the reasonable satisfaction of the Council in lieu of rectifying the breach if it reasonably considers the breach is not capable of rectification,

16.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.

16.2 Any costs incurred by the Council in remedying a breach in accordance with clause 16.1 may be recovered by the Council as a debt due in a court of competent jurisdiction.

16.3 For the purpose of clause 16.2, the Council's costs of remedying a breach the subject of a notice given under clause 16.1 include, but are not limited to:

16.3.1 the costs of the Council's servants, agents and contractors reasonably incurred for that purpose,

16.3.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and

16.3.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.

16.4 Nothing in this clause 16 prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by the Developer, including but not limited to seeking relief in an appropriate court.

**17 Enforcement in a court of competent jurisdiction**

17.1 Subject only to clauses 13 and 14 the Parties may enforce this Deed in any court of competent jurisdiction.

17.2 For the avoidance of doubt, nothing in this Deed prevents:

17.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Deed or any matter to which this Deed relates, or

17.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Deed or any matter to which this Deed relates.

**Part 9 – Other Provisions**

**18 Confidentiality**

18.1 The terms of this Deed are not confidential and this Deed may be treated as a public document and exhibited or reported without restriction by any Party.

18.2 The Parties acknowledge that:

**Hunter Power Project (Kurri Kurri Power Station) Planning Agreement**

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- 18.2.1 Confidential Information may have been supplied to some or all of the Parties in the negotiations leading up to the making of this Deed, and
- 18.2.2 the Parties may disclose to each other further Confidential Information in connection with the subject matter of this Deed.
- 18.3 Subject to clauses 18.5 and 18.6, each Party agrees:
- 18.3.1 to not publicly announce or disclose any Confidential Information received before or after the commencement of this Deed to any person without the prior written consent of the Party who supplied the Confidential Information, and
- 18.3.2 to take all reasonable steps to ensure all Confidential Information received before or after the commencement of this Deed is kept confidential and protected against unauthorised use and access,
- 18.3.3 to promptly notify the other Parties if it becomes aware that the law might require the information to be disclosed,
- 18.3.4 to ensure that only authorised persons have access to the information and that it is stored safely and securely.
- 18.4 The Parties must immediately notify each other if they become aware of a breach of confidentiality of Confidential Information relating to the Developer Works or this Deed.
- 18.5 A Party may disclose Confidential Information in the following circumstances:
- 18.5.1 in order to comply with the Law, or
- 18.5.2 in order to comply with the Listing Rules of the Australian Securities Exchange Limited,
- 18.5.3 to any of their employees, consultants, advisers, financiers or contractors to whom it is considered necessary to disclose the information, if the employees, consultants, advisers, financiers or contractors undertake to keep the information confidential,
- 18.5.4 as required under this Deed,
- but only if, before the Party discloses any Confidential Information, it notifies the other Party in writing of the information it proposes to disclose and explains why it proposes to do so.
- 18.6 The obligations of confidentiality under this clause do not extend to information which is public knowledge other than as a result of a breach of this clause.

**19 Notices**

- 19.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:
- 19.1.1 delivered or posted to that Party at its address set out in the Summary Sheet,  
or



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19.1.2 emailed to that Party at its email address set out in the Summary Sheet.

19.2 If a Party gives the other Party 3 business days' notice of a change of its address or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or emailed to the latest address.

19.3 Any notice, consent, information, application or request is to be treated as given or made if it is:

19.3.1 delivered, when it is left at the relevant address,

19.3.2 sent by post, 2 business days after it is posted, or

19.3.3 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.

19.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

## **20 Approvals and Consent**

20.1 Except as otherwise set out in this Deed, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Deed in that Party's absolute discretion and subject to any conditions determined by the Party.

20.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

## **21 Costs**

21.1 The Developer must pay to the Council the Council's Costs specified in Item 17 of Schedule 1 of preparing, negotiating, executing and stamping this Deed, and any document related to this Deed within 7 days of a written demand by the Council for such payment.

21.2 The Developer must pay to the Council the Council's reasonable Costs of implementing, monitoring and enforcing this Deed within 7 days of a written demand by the Council for such payment.

## **22 Entire Deed**

22.1 This Deed contains everything to which the Parties have agreed in relation to the matters it deals with.

22.2 No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Deed was executed, except as permitted by law.

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Snowy Hydro Limited

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**23 Further Acts**

- 23.1 Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Deed and all transactions incidental to it.

**24 Notations on section 10.7(5) Planning Certificates**

- 24.1 The Developer acknowledges that the Council may, in its absolute discretion, make a notation under section 10.7(5) of the Act regarding this Agreement on any certificate issued under section 10.7(2) of the Act relating to the Land, and is not to raise an objection, make any claim or demand or bring any action in that regard.

**25 Governing Law and Jurisdiction**

- 25.1 This Deed is governed by the law of New South Wales.
- 25.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 25.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

**26 No Fetter**

- 26.1 Nothing in this Deed shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

**27 Illegality**

- 27.1 If this Deed or any part of it becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties are to co-operate and do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Deed is entered into.

**28 Severability**

- 28.1 If a clause or part of a clause of this Deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- 28.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected.

**29 Amendment**

- 29.1 No amendment of this Deed will be of any force or effect unless it is in writing and signed by the Parties to this Deed in accordance with clause 203(5) of the Regulation.

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**30 Waiver**

- 30.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.
- 30.2 A waiver by a Party is only effective if it:
- 30.2.1 is in writing,
- 30.2.2 is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
- 30.2.3 specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver,
- 30.2.4 is signed and dated by the Party giving the waiver.
- 30.3 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.
- 30.4 A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given, and is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- 30.5 For the purposes of this Deed, an obligation or breach of obligation the subject of a waiver is taken not to have been imposed on, or required to be complied with by, the Party to whom the waiver is given.

**31 Counterparts**

- 31.1 This Deed may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

**32 GST**

- 32.1 In this clause:

**Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice** have the meaning given by the GST Law.

**GST Amount** means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.

**GST Law** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Input Tax Credit** has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.

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**Taxable Supply** has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.

- 32.2 Subject to this clause 32, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 32.3 Clause 32.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- 32.4 No additional amount shall be payable by the Council under clause 32.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 32.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Deed by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:
- 32.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
- 32.5.2 that any amounts payable by the Parties in accordance with clause 32.2 (as limited by clause 32.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 32.6 No payment of any amount pursuant to this clause 32, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 32.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 32.8 This clause continues to apply after expiration or termination of this Deed.

**33 Explanatory Note**

- 33.1 The Appendix contains the Explanatory Note relating to this Deed required by clause 205 of the Regulation.
- 33.2 Pursuant to clause 205(5) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Deed.

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### **Schedule 1**

(Clause 1.1)

<b>Item 1</b>	<b>Land</b>	Lot 1 DP 1276814 and Lot 2 DP 1286098
<b>Item 2</b>	<b>Planning Proposal</b>	N/A
<b>Item 3</b>	<b>Development</b>	Development of the Hunter Power Project (Kurri Kurri Gas-Fired Power Station) in accordance with the Infrastructure Approval granted by the Minister for Planning and Public Spaces on 17 December 2021.
<b>Item 4</b>	<b>Application of S7.11</b>	Section 7.11 of the Act is not excluded from applying to the Development by this Deed, noting that the Infrastructure Approval does not impose a condition under that section.
<b>Item 5</b>	<b>Application of S7.12</b>	Section 7.12 of the Act is not excluded from applying to the Development by this Deed, noting that Infrastructure Approval provides that section 7.12 contributions will not be payable unless the Deed is not entered into.
<b>Item 6</b>	<b>Application of S7.24</b>	Section 7.24 of the Act is not excluded from applying to the Development by this Deed.
<b>Item 7</b>	<b>Whether the Benefits under this Deed are to Taken in Consideration in determining a Development Contribution under s7.11</b>	The benefits under this Deed are not to be taken into consideration in determining a Development Contribution under s7.11 of the Act to the Development'
<b>Item 8</b>	<b>Indexation of Contribution Values (other than monetary Development Contributions)</b>	N/A
<b>Item 9</b>	<b>Indexation of Monetary Development Contributions</b>	The amount of contribution payable will be calculated on the basis of the rate as at the date the Deed is executed and the most current quarterly Consumer Price Index (CPI) release made available by the Australian Bureau of Statistics (ABS) as at the date of payment.  Note: In the event that the CPI All Groups Index Number for Sydney is less than the previous CPI All Groups Index Number for Sydney, the current index shall be taken as not less than the previous index.
<b>Item 10</b>	<b>Access to Council owned or controlled land</b>	N/A
<b>Item 11</b>	<b>Defects Liability Period</b>	N/A
<b>Item 12</b>	<b>Security</b>	N/A



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<b>Item 13</b>	<b>Obligations to which Security Relates</b>	N/A
<b>Item 14</b>	<b>Timing of Security</b>	N/A
<b>Item 15</b>	<b>Indexation of Security</b>	N/A
<b>Item 16</b>	<b>Defects Liability Security</b>	N/A
<b>Item 17</b>	<b>Costs</b>	Up to a cap of \$5,000.00 (for costs of the Council in preparing, negotiating and executing this Deed, including legal costs and costs of engaging any experts).
<b>Item 18</b>	<b>Review of Deed</b>	N/A

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## Schedule 2

(Clause 9)

### Development Contributions

Table

Column 1	Column 2	Column 3	Column 4	Column 5
Item/Contribution	Public Purpose	Manner & Extent	Timing	Contribution Value
<b>A. Monetary Development Contributions</b>				
Monetary contribution for the acquisition and/or embellishment of the parcels listed below and identified in Schedule 3 for the Public Purpose listed in Column 2: <ul style="list-style-type: none"><li>Lot 1 DP 937613</li><li>Lot 17 DP 1102156</li><li>Lot 16 DP 1102156</li><li>Lot 1 DP 998275</li></ul>	Shared pathway	Lump sum payment of the monetary contribution	Within 10 business days after execution of this Planning Agreement	\$880,000 (as adjusted for CPI in accordance with Item 9 of Schedule 1)

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### Schedule 3

(Clause 1.1)

#### Map of Land to be Acquired and/or Embellished



Hunter Power Project (Kurri Kurri Power Station) Planning Agreement  
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**Execution**

Executed as a Deed

Dated: \_\_\_\_\_

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**Executed on behalf of the Council in accordance with a resolution dated:**

\_\_\_\_\_

**General Manager**

\_\_\_\_\_

**Witness**

\_\_\_\_\_

\_\_\_\_\_

**Mayor**

**Witness**

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**Executed on behalf of Snowy Hydro Limited** in accordance with s127 of the *Corporations Act 2001* (Cth)

\_\_\_\_\_

\_\_\_\_\_

**Director**

**Director / Secretary**

Hunter Power Project (Kurri Kurri Power Station) Planning Agreement

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## **Appendix**

(Clause 33)

*Environmental Planning and Assessment Regulation 2021*

(Clause 205)

## **Explanatory Note**

### **Draft Planning Agreement**

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

#### **Parties**

**Cessnock City Council** ABN 60 919 148 928 of 62-78 Vincent Street, CESSNOCK NSW 2325  
(Council)

**Snowy Hydro Limited** ABN 17 090 574 431 of Monaro Highway, Cooma (Developer)

#### **Description of the Land to which the Draft Planning Agreement Applies**

Lot 1 DP 1276814 and Lot 2 DP 1286098

#### **Description of Proposed Development**

Development of the Hunter Power Project (Kurri Kurri Gas-Fired Power Station) in accordance with the Infrastructure Approval granted by the Minister for Planning and Public Spaces on 17 December 2021. (Development)

#### **Summary of Objectives, Nature and Effect of the Draft Planning Agreement**

##### **Objectives of Draft Planning Agreement**

To meet the requirements of Conditions A25 to A27 of the Infrastructure Approval which requires the Developer to contribute \$880,000 to agreed project or projects with community benefit and a demonstrated link to the Development.

##### **Nature of Draft Planning Agreement**

The Draft Planning Agreement identifies a project with community benefit and a demonstrated link to the Development to which the required contribution can be applied and provides for the payment of that contribution.

##### **Effect of the Draft Planning Agreement**

The Draft Planning Agreement:

- relates to the carrying out of the Development by the Developer;



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- 
- provides for a funding contribution of \$880,000 for the acquisition by Council of the South Maitland Railway Spur Line corridor to enable the development of a shared pathway through Heddon Greta to Maitland Corridor; and
  - provides for the payment of the contribution within 10 days after execution of the agreement.

**Assessment of the Merits of the Draft Planning Agreement**

**The Planning Purposes Served by the Draft Planning Agreement**

The Draft Planning Agreement:

- meets the requirements of the Infrastructure Approval; and
- provides funding for a project that will have broad community benefit.

**How the Draft Planning Agreement Promotes the Public Interest**

The draft Planning Agreement promotes the public interest by promoting the objects of the Act as set out in s1.3 (a) and (c) of the Act because it will:

- enable the provision of recreational facilities that promote the social welfare of the community;
- facilitate the proper management, development and conservation of the State's natural and other resources, providing for public spaces to be used for alternate method of transport; and
- facilitate the development and the orderly economic use and development of the land, ensuring that the need for public amenities and services are provided by the Development.

**For Planning Authorities:**

***Development Corporations - How the Draft Planning Agreement Promotes its Statutory Responsibilities***

N/A

***Other Public Authorities – How the Draft Planning Agreement Promotes the Objects (if any) of the Act under which it is Constituted***

N/A

***Councils – How the Draft Planning Agreement Promotes the Principles for Local Government Contained in Chapter 3 of the Local Government Act 1993***

The Draft Planning Agreement will provide for transport and recreational needs of the community. In doing so the Draft Planning Agreement is consistent with the following principles in section 8A of the *Local Government Act 1993*:

- Councils should manage lands and other assets so that current and future local community needs can be met in an affordable way; and
- Councils should work with others to secure appropriate services for local community needs.

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***All Planning Authorities – Whether the Draft Planning Agreement Conforms with the Authority's Capital Works Program***

The contributions under this Draft Planning Agreement will be put towards the provision of public infrastructure that is not currently listed in Council's Capital Works Program. The Draft Planning Agreement is not, therefore, inconsistent with the Capital Works Program and will provide for additional facilities over and above that provided for in the Capital Works Program.

***All Planning Authorities – Whether the Draft Planning Agreement specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued***

The Draft Planning Agreement does not restrict the issue of certificates.

<b>DEVELOPMENT SPECIFIC PROVISIONS .....</b>	<b>1</b>
<b>Tourist Accommodation on Rural and Conservation Lands .....</b>	<b>1</b>
<b>Preamble .....</b>	<b>1</b>
<b>Application .....</b>	<b>1</b>
<b>Definitions .....</b>	<b>1</b>
<b>Development provisions.....</b>	<b>2</b>
Site analysis.....	2
Rural character.....	2
Land-use conflict.....	2
Safety, access and parking.....	3
Environmental impacts.....	4

## **DEVELOPMENT SPECIFIC PROVISIONS**

### **Tourist Accommodation on Rural and Conservation Lands**

#### **Preamble**

Cessnock's rural landscape and environmental lands make an important contribution to the amenity and character of the area. Most rural lands are set with a backdrop of ranges such as the Watagans, Sugar Loaf, Yengo, Broken Back or nestled among other environmental lands such as Pokolbin State Forest and Werakata National Park.

Cessnock's rural lands support a diverse and important rural sector that contributes substantially to the local and regional economy. In these areas, tourist and visitor accommodation, camping grounds and eco-tourist facilities are considered a subordinate land-use to agriculture and must not undermine the primary use of the land, or adjoining land, for rural and agricultural purposes. In addition, these land uses must not significantly diminish the important visual amenity within rural areas.

Small-scale tourism uses provide opportunities to supplement farm income, to support the restoration and maintenance of environmental assets and showcase the Cessnock region. To maintain the integrity of rural landscape, it is important that these tourism operations do not detract from the qualities of these sensitive areas.

#### **Application**

This Chapter applies to tourist and visitor accommodation on land zoned RU2 Rural Landscape and C2 Environmental Conservation and C3 Environmental Management.

Camping grounds are also permitted with consent in the RU2 Rural Landscape zone and the C3 Environmental Management zone. This use is primarily regulated under the Local Government Act and Regulation and the State Environmental Planning Policy (Housing) 2021. Therefore, no controls are provided in this DCP.

#### **Definitions**

In this Chapter the following term is defined as follows:

'Small-scale tourist accommodation' means a building or buildings containing a maximum of 4 bedrooms that provide temporary or short-term accommodation to tourists or visitors on a commercial basis.

## **Development provisions**

### Site analysis

Objective/s	Development Controls
Buildings are sited to minimise land-use conflict and preserve significant environmental characteristics of the area.	The design of the development must respond to important features and attributes on the subject land and adjoining land. A design statement must be included with an application, that states the manner in which the design responds to the attributes of the site, the Site Analysis Plan and the characteristics of the surrounding area.
The siting of structures and the design of the development responds to site features such as views, surrounding character, environmental values and neighbouring land uses.	Where there are existing buildings on a property, all new buildings and structures are sited within the curtilage of existing buildings.

### Rural character

Objective/s	Development Controls
Buildings and structures are compatible with the rural character of the surrounding area.	The maximum density of <i>small-scale tourist accommodation</i> <sup>1</sup> is 2 bedrooms per 1 hectare of the property up to a maximum of 30 bedrooms, contained in no more than 10 buildings.
	Buildings and structures are constructed using traditional materials such as timber, stone, rammed earth and corrugated iron. Bricks, rendered surfaces and modern synthetic cladding may only be used only as minor elements of a building's exterior.
	Buildings and structures are setback a minimum of 50m from road frontages.
	The maximum building height is 8.5 metres from existing ground level.
	Car parking and vehicle circulation areas are screened by landscaping from neighbouring properties, public places and roads.

### Land-use conflict

<sup>1</sup>

'Small-scale tourist accommodation means a building or buildings containing a maximum of 4 bedrooms that provide temporary or short-term accommodation to tourists or visitors on a commercial basis.



Cessnock Development Control Plan 2021 | Development-specific provisions | Tourist Accommodation on Rural and Environmental Lands  
**DRAFT FOR COUNCIL REPORT**

Objective/s	Development Controls
Development is sympathetic to land-uses occurring on neighbouring properties and minimises impacts on acoustic and visual privacy.	Buildings, structures, driveways and other areas used by visitors should be setback a minimum of 150 metres to dwelling(s) on adjoining land.
The development will not adversely affect the agricultural productivity of adjoining land.	<p>An Agricultural Impact Assessment is required for tourist and visitor accommodation adjoining rural land.</p> <p>The Agricultural Impact Assessment must consider:</p> <ul style="list-style-type: none"> <li>the impact of introducing tourist and visitor accommodation on existing and potential future agricultural operations on the adjoining rural land;</li> <li>the potential impact of routine agricultural activities and dust, noise, chemical usage and odour on the use<sup>2</sup>.</li> </ul>
	<p>Buffers between tourist development and agricultural uses on adjoining land shall be consistent with the NSW Department of Primary Industries publication, <a href="#">Buffer Zones to Reduce Land Use Conflict with Agriculture an Interim Guideline (2018)</a>.</p> <p>A Land Use Conflict Risk Assessment (LUCRA) in accordance with NSW Government guidelines may be required where impacts cannot be addressed by buffers.</p>

#### Safety, access and parking

Objective/s	Development Controls
<p>Safe access and parking are provided for all visitors to the development.</p> <p>Access to and from the site by public transport and active transport options is facilitated where available.</p>	<p>A Traffic Management Plan is to be provided that details:</p> <ul style="list-style-type: none"> <li>the provision of all-weather two-wheel drive access;</li> <li>the provision of an access point to the property, compliant with the sight distance requirements of AS 2890.1</li> </ul> <p>Off-street car parking, and adequate to service the development;</p> <ul style="list-style-type: none"> <li>parking areas;</li> <li>loading and servicing area (where applicable);</li> <li>public transport options;</li> <li>disabled access and parking; and</li> <li>connectivity with existing or planned cycle networks.</li> </ul>

<sup>2</sup> For developments that are subject to potential or actual sources of noise, dust or odour a report/s from a suitably qualified consultant may be required.

Objective/s	Development Controls
The development is adequately serviced.	The development application shall address the following operational and management requirements: <ul style="list-style-type: none"> <li>• potable water is provided in accordance with the NSW Public Health Act and NSW Private Water Supply Guideline;</li> <li>• wastewater (effluent) management is provided in accordance with the Local Government Act 1993;</li> <li>• the site is serviced by a waste management contractor; and</li> <li>• electricity is provided to or available at the site.</li> </ul>
Life and property are protected during natural disasters. <sup>3</sup>  Risks to the safety of visitors are identified and mitigated.	Where the proposal is located on bushfire affected land, a bushfire report prepared in accordance with the NSW Rural Fire Service publication <i>Planning for Bush Fire Protection 2019</i> is required <sup>4</sup> .

#### Environmental impacts

Land zoned rural and conservation often contain areas of native vegetation and important ecological features like waterways and waterbodies. There are additional requirements under Council's DCP Chapter "Vegetation Management in non-rural areas" and the Biodiversity Conservation Act 2016. *For the most part*, unless clearing of native vegetation is proposed these are not triggered. However, it may still be necessary to demonstrate that the construction and operation of the development will not adversely impact the environmental values of the land. The Biodiversity Assessment is a high-level plan that shows where high biodiversity values are on the site and should demonstrate how the development has considered these. Similarly, the Vegetation Management Plan should demonstrate how non-destructive works impact existing vegetation community on the site.

Objective/s	Development Controls
Development avoids negative impacts on areas of environmental value or sensitivity.	A Flora and Fauna Assessment may be required where a development may impact the flora and fauna on the site.  The Flora and Fauna Assessment must identify all biodiversity assets on the site and where relevant demonstrate that all reasonable efforts have been made to retain, protect and enhance native vegetation and native wildlife habitat.
The development will promote positive environmental outcomes and any impact on	The natural drainage features on the site are not altered.

<sup>3</sup> Tourist and visitor accommodation on flood affected land must address DCP Chapter: Development on Flood Prone Land.

<sup>4</sup> Under Rural Fires Act s.100B, a Bush Fire Safety Authority from the NSW RFS is required for Special Fire Protection Purpose (SFPP) development. As such, an Integrated Development approval may be required under of the EP&A Act s.4.46. Tourist and visitor accommodation is a SFPP under the Act.

Cessnock Development Control Plan 2021 | Development-specific provisions | Tourist Accommodation on Rural and Environmental Lands  
**DRAFT FOR COUNCIL REPORT**

Objective/s	Development Controls
watercourses, soil quality, heritage and native flora and fauna will be minimal.	Natural water courses are revegetated and erosion and sediment control installed.
	Stormwater is detained on site through the use of water tanks, swales and existing dams.
The landscape is not significantly altered to accommodate structures.	Development on slopes greater than 20% or requiring regrading or cut and fill exceeding 1000mm will not be supported.



## COUNCILLOR REQUEST TO ATTEND CONFERENCE, SEMINAR OR TRAINING

COUNCILLOR DETAILS					
Name:					
Mobile Phone Number:				Dietary Requirements:	
CONFERENCE/SEMINAR/TRAINING DETAILS					
Course Name:		2023 Local Government NSW Annual Conference			
Organiser:		Local Government NSW		Location: Rosehill Gardens Racecourse	
Date:		12 - 14 November		Cost: TBA	
				Job Number:	
Detail benefits to you and your role in Council					
Details of conferences / seminars / training already attended in this term of Council					
TRAVEL & ACCOMMODATION					
Accommodation					
Is Accommodation Required?		<input type="checkbox"/> Yes <input type="checkbox"/> No (if Yes please complete details below)			
Name:				Phone:	
Check in Date:				Check out Date:	
Travel					
Airfare Required?		<input type="checkbox"/> Yes <input type="checkbox"/> No (if Yes please complete details below)			
Other Transport Require?		<input type="checkbox"/> Yes <input type="checkbox"/> No		Transport requirement:	
Special Requirements?					
AUTHORISATION					
Mayor / Councillor					
Name:		Signature:		Date:	
General Manager					
Full Name:		Signature:		Date:	
<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved					
OFFICE USE ONLY					
	Date	Signature		Date	Reference / Reservation Number
Received by EA:			Registered in RM:		
TRIM link to HR:			Registration Booked:		
Clr Advised:			Accommodation Booked:		
			Travel Booked:		



## CESSNOCK CITY COUNCIL

### INSTRUMENT OF DELEGATION TO GENERAL MANAGER

On Wednesday, XX/XX/XX the Cessnock City Council ("Council") resolved that:

1. All previous delegations of Functions the subject of this Instrument be revoked.
2. The person who from time to time holds the position of General Manager of Council ("General Manager"), being at the date of this instrument Ken Liddell, be delegated authority under section 377 of the LG Act, to exercise and/or perform on behalf of Council the Council's Functions under all Legislation in force and as amended from time to time:
  - a) **Subject to** any condition or limitation on a Function specified in Schedule 1; and
  - b) **Excluding** those Functions:
    - i. that are expressly prohibited from delegation as listed under Section 377 of the LG Act;
    - ii. which are expressly required by legislation to be exercised by a resolution of the Council.
3. The General Manager be sub-delegated authority to exercise and/or perform on behalf of Council the Functions delegated to the Council under, and in accordance with, the instrument of delegation to the Council set out in **Schedule 2, excluding** those Functions which pursuant to the terms of the delegation to the Council may not be sub-delegated.
4. The General Manager be conferred authority to carry out the Policy Authorities listed in **Schedule 3** and undertake any administrative actions necessary to carry out those Policy Authorities.
5. The General Manager be delegated any Function which is taken to be conferred or imposed on the Council pursuant to section 381(1) of the LG Act.
6. In the absence of the General Manager that a person appointed by resolution to act as General Manager assume all Functions, delegations, and sub-delegations of the General Manager for the period only of the absence of the General Manager unless otherwise resolved by the Council.



7. These delegations and authorities are subject to, and are to be exercised in accordance with:
- a) the requirements of the relevant Legislation;
  - b) any conditions or limitations set out in the **Schedules**; and
  - c) any resolution or policy, procedure or budget adopted from time to time by the Council.
8. These delegations and authorities are effective from the date of the Resolution of the Council and remain in force until amended or revoked by a resolution of the Council.
9. In this delegation:
- **“Functions”** means powers, authorities, duties and functions and anything ancillary or related to the exercise or performance thereof.
  - **“Internal Controlled Documents”** means protocols, guidelines, procedures, plans and other internal documents that are set of corporate rules that must be followed.  
Internal  
Controlled Documents usually relate to staff and do not impact the community.
  - **“Legislation”** means legislation enacted by the parliament of New South Wales and the parliament of the Commonwealth of Australia, including an Act, regulation made under an Act, by-law, rule or ordinance.
  - **“LG Act”** means the *Local Government Act 1993* (NSW) and as amended from time to time.
  - **“EPA Act”** means the *Environmental Planning and Assessment Act 1979* (NSW) and as amended from time to time

## Schedule 1: Limitations

Part A – Limitations applicable to specific statutory Function (if any)	
Legislation	Limitation (if any)
LG Act	The General Manager be delegated all of the delegable functions of the Council excluding those functions specified in clauses (a) to (u) of section 377(1) of the LG Act.
EPA Act	<ul style="list-style-type: none"><li>a) The General Manager may only determine development applications and section 4.55 applications under the <i>EPA Act</i> where the application:<ul style="list-style-type: none"><li>i. in the General Manager’s opinion does not represent a significant variation of the Council’s policy/environmental planning instruments or has been the subject of significant objection; or</li><li>ii. has not been the subject of a written request made by at least three Councillors for the matter to be reported to the Council for decision.</li></ul></li></ul>

<b>Part B – General Limitations</b>
The Council fixes the amount of \$10,000 as the amount above which rates, charges and debts owed to the Council may be written off only by resolution of the Council, pursuant to clauses 131(1), 131(2) and 213(2) of the <i>Local Government (General) Regulation 2021</i> (NSW).
The Council delegates authority to the General Manager to grant leases of Council property where the total lease rentals payable to the Council are less than \$1 million for the contract term.
The Council may direct at any time by resolution that a matter be referred to the Council for decision, in which event this delegation shall not apply to such particular matter unless and until such direction or resolution is revoked by further resolution.

## Schedule 2: Instruments of Delegation to Council

Delegator	Instrument Name	Date Of Instrument
Transport for NSW	Delegation to councils: Regulation of Traffic	31 October 2011
Functions Sub-Delegated to General Manager		Limitations
<ol style="list-style-type: none"> <li>1. Authorisation of prescribed traffic control devices pursuant to Division 2 of Part 5.3 of the <i>Road Transport Act 2013</i> (NSW);</li> <li>2. Authorisation of special event parking schemes pursuant to Division 3 of Part 8 of the <i>Road Transport (General) Regulation 2021</i> (NSW) on public roads other than classified roads.</li> </ol>		General Manager may only exercise the functions in accordance with the limitations set by Transport for NSW.

Delegator	Instrument Name	Date Of Instrument
Transport for NSW	Temporary Instrument of Delegation and Authorisation to councils: Traffic Management and Pedestrian Works	24 February 2023
Functions Sub-Delegated to General Manager		Limitations
<p>The functions and powers of Transport for NSW under section 115(2) of the <i>Roads Act 1993</i> (NSW) to regulate traffic on a public road for purposes other than those set out in section 115(3), being the following types of pedestrian works:</p> <ol style="list-style-type: none"> <li>i. Works to enable alfresco dining on a road (where there is no change to the number of continuous travel lanes);</li> </ol>		General Manager may only exercise the functions in accordance with the limitations set by Transport for NSW:

<ul style="list-style-type: none"> <li>ii. Continuous footpaths;</li> <li>iii. Converting existing pedestrian (zebra) crossings to raised pedestrian ('wombat') crossings;</li> <li>iv. Mid-block treatments to manage vehicle speed including road humps, road cushions, chicanes and slow points;</li> <li>v. Pedestrian crossings;</li> <li>vi. Pedestrian refuges;</li> <li>vii. No Stopping controls at intersections;</li> <li>viii. Kerb buildouts to reduce intersection crossing distance or manage vehicle speed (where there is no change to the number of continuous travel lanes);</li> <li>ix. Kerb modifications for footpath improvements or tree planting (where there is no change to the number of continuous travel lanes);</li> <li>x. Associated changes to kerbside parking necessary to implement the proposal and to offset any parking impacts.</li> </ul>	
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### **Schedule 3: Policy Authorities**

<b>Code</b>	<b>Policy Authority</b>	<b>Conditions / Limitations (if any)</b>
C12 - Role of Superintendent	Perform the role of Superintendent for contracts and tenders.	N/A
C13 - Sign contracts (without seal)	Authority to sign contracts, for the provision of works and services, other than those requiring the Seal of Council, subject to the approval under the Council's adopted Purchasing Policy.	N/A
C22 - Role of Principal's Representative	Perform the role of Principal's representative for contracts and tenders.	N/A
Controlled Documents	Adopt and enforce internal Controlled Documents in relation to operational matters and the day-to-day management of the council	

C9 - Execute contracts of sale	Authority to execute contracts of sale or purchase for the leasing/licensing of property where Council has approved such action by resolution.	N/A
Authority to sign and execute Waivers, Deeds of Indemnity, Deeds of Release and other similar agreements	Authority to sign and execute Waivers, Deeds of Indemnity, Deeds of Release and other similar agreements with respect to industrial relation matters, public liability claims and other matters requiring compensation.	N/A
G1 - Authorise leave	Authorise staff time sheets, overtime, sick and annual leave, long service leave, special employee leave, leave without pay, job share arrangements, temporary motor vehicle leases and attendance at seminars within New South Wales.	N/A
G11 - Speak to media	Speak on behalf of the Council to the media in accordance with Council's adopted Media Policy.	N/A
G12 - Issue media releases and statements	Issue media releases & statements and co-ordinate media requests for visits to the Council, in accordance with the Council's adopted Media Policy.	N/A
G13 - Confidential Items Business Papers	Determine what items are to be marked "confidential" on Council Business Papers in accordance with the Council's Code of Meeting Practice.	N/A
G17 - Act on Council's behalf resolving industrial disputes	Act on Council's behalf in resolving industrial disputes.	N/A
G2 - Authorise time sheets, overtime etc	Authorise staff time sheets, overtime, sick and annual leave and attendance at seminars within the Hunter Region.	N/A
G23 - Council Seal	Authorise care and control of the Council Seal (Clause 400 of the <i>Local Government (General) Regulation 2021</i> (NSW) and as amended from time to time)	N/A
G3 - Authorise time sheets and leave	Authorise staff time sheets and sick and annual leave.	N/A

G4 - Direct and control staff	Direct and control Council staff in the performance of their duties.	N/A
G8 - Sign salary sacrifice agreements	Sign Salary Sacrifice Agreements in accordance with the provisions of the <i>Local Government (State) Award 2020</i> (NSW) and as amended from time to time.	N/A
R21 - Instructions to council's lawyers including institution of legal proceedings	Give instructions to the Council's lawyers including institution of legal proceedings.	N/A
R24 - Close any Council facility - dangerous	Close any Council owned facility for all activities and for a specified period where such activities would, in the position holder's opinion, result in undue damage to the facility or expose the public and/or Council staff to danger.	N/A
W17 - Arrange commit resources emergency Airport	Arrange to commit the resources of Council in an emergency situation at Cessnock Airport at the request of the Civil Aviation Safety Authority, AirServices Australia, NSW Police, Fire & Rescue NSW, Local Emergency Operation Controller, Rural Fire Service or State Emergency Service.	N/A

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Jay Suvaal

**Mayor Cessnock City Council**

Date: **XX/XX/XX**

### **General Manager's acknowledgement of Delegations of Authority**

I, **Ken Liddell**, currently employed by the Council in the position of General Manager, do hereby acknowledge that I have read and understood this Instrument of Delegation and that I will perform these delegations and authorities in accordance with this Instrument of Delegation and my position description.



Ken Liddell

**General Manager of Cessnock City Council**

Date: XX/XX/XX

<b>Action Sheets Report</b>		<b>Division:</b> <b>Committee:</b> <b>Officer:</b>	Ordinary Council	<b>Date From:</b> <b>Date To:</b>	14/06/2023 10/07/2023
		<b>Printed: Monday, 10 July 2023 1:27:28 PM</b>			

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
CC34/2023	Ordinary Council 21/06/2023	Plumridge, Matthew	Corporate and Community	Adoption of the Operational Plan 2023-2024 incorporating the Budget, Revenue Policy and Fees & Charges.	19/07/2023	30/06/2023
<p><b>MOTION</b>      <b>Moved:</b>      Maginnity, Robert      <b>Seconded:</b>      Councillor Dunn</p> <p>That Council having considered all submissions received from the community following public exhibition of the draft documents adopts the:</p> <ul style="list-style-type: none"> <li>- Operational Plan 2023-2024, including the budget and Revenue Policy, with the removal of the \$499,000 Election expenses line item.</li> <li>- Fees and Charges for 2023-2024</li> </ul> <p><b>30 Jun 2023 11:02am Plumridge, Matthew - Completion</b> Completed by Plumridge, Matthew (action officer) on 30 June 2023 at 11:02:01 AM - Budget adjusted per resolution. Operational plan updated to reflect new budget figures. Fees and Charges updated. Updated and loaded on council website. To be printed and placed in the libraries and admin building.</p>						

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
CC33/2023	Ordinary Council 21/06/2023	Wade, Craig	Corporate and Community	Tender T2023-03 Electrical Maintenance	19/07/2023	27/06/2023
<p><a href="#">513</a> <b>MOTION</b>      <b>Moved:</b>      Maginnity, Robert      <b>Seconded:</b>      Councillor Hill</p> <p>513 <b>RESOLVED</b></p> <p>That Council accepts the following suppliers for tender T2023-03 Electrical Maintenance;</p> <ul style="list-style-type: none"> <li>- Specific Programmed Maintenance (Schedule 2a) - Hartcher Hall Pty Ltd</li> <li>- Reactive Type Maintenance (Schedule 2b) - Hartcher Hall Pty Ltd - Platinum Electricians NLM</li> <li>- New Electrical Installations - Hartcher Hall Pty Ltd - Platinum Electricians NLM - Prophase Electrical Solutions Pty Ltd</li> <li>- The term of the contract shall be three years commencing 1 July 2023 to 30 June 2026 plus two one-year options based on satisfactory tenderer performance.</li> </ul> <p><b>CARRIED UNANIMOUSLY</b></p> <p><b>27 Jun 2023 11:43am Wade, Craig</b> Suppliers have been notified and raised in vendorpanel <b>27 Jun 2023 11:43am Wade, Craig - Completion</b> Completed by Wade, Craig (action officer) on 27 June 2023 at 11:43:57 AM - Suppliers have been notified and raised in vendorpanel</p>						



<b>Action Sheets Report</b>	<b>Division:</b> <b>Committee:</b> Ordinary Council <b>Officer:</b>	<b>Date From:</b> 14/06/2023 <b>Date To:</b> 10/07/2023  <b>Printed: Monday, 10 July 2023 1:27:28 PM</b>
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Commercial Waste Management Service Charge <sup>1</sup>	\$817.00
Additional Waste Management Service Charge <sup>2</sup>	\$817.00
Additional Waste Management Service Charge - Recycling	\$88.50
Additional Waste Management Service Charge - Organics	\$88.50

1. Each premise is entitled to one approved mobile waste bin mixed waste service per week and one fortnightly collection of recyclable material for each Waste Management Service Charge. Each premise is also entitled to one fortnightly collection of organic material for each Waste Management Service Charge upon request and justification of needs.

2. Each premise is entitled to one approved mobile waste bin mixed waste service per week for each Additional Waste Management Service Charge.

3. **Stormwater Management Services Charges**

Council do hereby prescribe and order under Section 496A of the *Local Government Act 1993*, for land situated within the designated stormwater area, that the following stormwater charges be now made for the year commencing 1 July 2023.

Stormwater Management Service Charge

Stormwater Management Service Charge - Residential	\$25.00
Stormwater Management Service Charge - Residential Strata	\$12.50
Stormwater Management Service Charge - Business	\$25.00 per 350m <sup>2</sup> (or part thereof) to a maximum \$500

4. **Interest on Overdue rates and Charges**

Council do hereby determine and order, in accordance with Section 566 of the *Local Government Act 1993*, that if rates and charges are unpaid at the due date, the amount shall be increased by a sum calculated at:

☐ nine per cent (9%) per annum, simple interest, calculated daily for the period 1 July 2023 to 30 June 2024.

5. **Hunter Local Land Services**

Council, in accordance with Clauses 36 and 40, Part 4, of the *Local Land Services Regulation 2014*, prescribes that the rate for the year commencing 1 July 2023 shall be the rate gazetted by the Minister for the Hunter Catchment Contribution for the period 1 July 2023 to 30 June 2024 inclusive being 0.01046 cents per dollar of rateable land value.

**CARRIED**

**29 Jun 2023 1:11pm Roberts, Deslie**  
 Rates and charges for the year commencing 1 July 2023 to 30 June 2024 are being calculated on 1 July 2023 per the adopted rate in \$

**29 Jun 2023 1:13pm Roberts, Deslie - Completion**  
 Completed by Roberts, Deslie (action officer) on 29 June 2023 at 1:13:40 PM - Rates and charges for the year commencing 1 July 2023 to 30 June 2024 are being calculated on 1 July 2023 per the adopted rate in \$

<b>Action Sheets Report</b>	<b>Division:</b>	Ordinary Council	<b>Date From:</b>	14/06/2023
	<b>Committee:</b>		<b>Date To:</b>	10/07/2023
	<b>Officer:</b>		<b>Printed: Monday, 10 July 2023 1:27:28 PM</b>	

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
CC37/2023	Ordinary Council 21/06/2023	Waghorn, Peter	Corporate and Community	Minutes of the Strategic Property & Community Facilities Committee Meeting held 31 May 2023	19/07/2023	27/06/2023
517 <b>MOTION</b> 517 <b>RESOLVED</b>	<b>Moved:</b>	Maginnity, Robert Councillor Dunn	<b>Seconded:</b>	Councillor Hill		
That the Minutes of the Strategic Property and Community Facilities Committee meeting of 31 May 2023 be adopted as a resolution of the Ordinary Council.						
<b>CARRIED UNANIMOUSLY</b>						
27 Jun 2023 11:59am Waghorn, Peter - Completion Completed by Waghorn, Peter (action officer) on 27 June 2023 at 11:59:09 AM - Adoption of minuted recommendations noted						

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
CC36/2023	Ordinary Council 21/06/2023	Drage, Natalie	Corporate and Community	Minutes of the Aboriginal and Torres Strait Islander Committee Meeting of the Cessnock City Council held 12 May 2023	19/07/2023	27/06/2023
516 <b>MOTION</b> 516 <b>RESOLVED</b>	<b>Moved:</b>	Maginnity, Robert Councillor Grine	<b>Seconded:</b>	Councillor Hill		
1. That the Minutes of the Aboriginal and Torres Strait Islander Committee meeting held on 12 May 2023 be adopted as a resolution of Ordinary Council.						
2. That the General Manager appoint two people from the Aboriginal and Torres Strait Islander Committee comprising a staff representative and a community representative for membership to the Newcastle from the Heart Committee.						
<b>CARRIED</b>						
27 Jun 2023 11:55am Drage, Natalie - Completion Completed by Drage, Natalie (action officer) on 27 June 2023 at 11:55:17 AM - Resolutions of Council noted. Newcastle from the Heart Committee (Resolution 2) contacted on 27 June 2023 to advise the outcome of the Aboriginal and Torres Strait Islander Committee Meeting Minutes and that 2 representatives will participate in their Committee Meeting.						



<b>Action Sheets Report</b>	<b>Division:</b>	Ordinary Council	<b>Date From:</b>	14/06/2023
	<b>Committee:</b>		<b>Date To:</b>	10/07/2023
	<b>Officer:</b>		<b>Printed:</b>	Monday, 10 July 2023 1:27:28 PM

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
CC32/2023	Ordinary Council 21/06/2023	Wade, Craig	Corporate and Community	Tender T012324HUN Road Resurfacing	19/07/2023	27/06/2023
<a href="#">512</a> <b>MOTION</b> 512 <b>RESOLVED</b>	<b>Moved:</b>	Maginnity, Robert Councillor Hill	<b>Seconded:</b>	Councillor Hawkins		
<p>1. That Council accepts the Regional Procurement Panel Tender for the Provision of Road Resurfacing (T012324HUN).</p> <p>2. That Council accept the Panel of suppliers in the following categories in no order of preference;</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Cat 1 Bitumen Spray Seal; Bitupave Ltd t/a Boral Asphalt/ Colas New South Wales Pty Ltd/ Fulton Hogan Industries Pty Ltd/ Stabilised Pavements of Australia Pty Ltd</li> <li><input type="checkbox"/> Cat 2 Asphaltic Concrete Bitupave Ltd t/a Boral Asphalt/ Colas New South Wales Pty Ltd/ Fulton Hogan Industries Pty Ltd/ Accurate Asphalt &amp; Road Repairs Pty Ltd/ ANA Industries Pty Ltd/ Fenworx Pty Ltd t/a Newpave Asphalt/ Downer EDI Works Pty Ltd.</li> <li><input type="checkbox"/> Cat 3 Mill and Re sheet Bitupave Ltd t/a Boral Asphalt/ Colas New South Wales Pty Ltd/ Fulton Hogan Industries Pty Ltd/ Accurate Asphalt &amp; Road Repairs Pty Ltd/ ANA Industries Pty Ltd/ Fenworx Pty Ltd t/a Newpave Asphalt/ Downer EDI Works Pty Ltd.</li> <li><input type="checkbox"/> Cat 4 Crack Sealing The Trustee for Supersealing Unit Trust t/a Supersealing</li> <li><input type="checkbox"/> Cat 5 Heavy Patch Bitupave Ltd t/a Boral Asphalt/ Colas New South Wales Pty Ltd/ Fulton Hogan Industries Pty Ltd/ Accurate Asphalt &amp; Road Repairs Pty Ltd/ ANA Industries Pty Ltd/ Fenworx Pty Ltd t/a Newpave Asphalt/ Downer EDI Works Pty Ltd</li> </ul> <p>3. That Council note the contract term for Tender for the Provision of Road Resurfacing (T012324HUN) is from 1 July 2023 to 30 June 2026 (36 Months). A 12-month option may be taken up based on satisfactory performance by the contractor/s.</p> <p><b>CARRIED UNANIMOUSLY</b></p> <p>27 Jun 2023 11:42am Wade, Craig Regional Procurement Has been notified</p> <p>27 Jun 2023 11:43am Wade, Craig - Completion Completed by Wade, Craig (action officer) on 27 June 2023 at 11:43:13 AM - Regional Procurement has been notified</p>						

<b>Action Sheets Report</b>	<b>Division:</b>	Ordinary Council	<b>Date From:</b>	14/06/2023
	<b>Committee:</b>		<b>Date To:</b>	10/07/2023
	<b>Officer:</b>		<b>Printed: Monday, 10 July 2023 1:27:28 PM</b>	

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
MM2/2023	Ordinary Council 21/06/2023	Liddell, Ken	Mayoral Minutes	Wine Country Drive Bus Tragedy	19/07/2023	27/06/2023
<a href="#">507</a> <b>MOTION</b> 507 <b>RESOLVED</b>	<b>Moved:</b>	Liddell, Ken Councillor Suvaal				
<ol style="list-style-type: none"> <li>That Council express its sincere condolences to the families and friends of those that sadly lost their lives as a result of the tragic bus accident.</li> <li>That Council recognises the bus passengers who survived the crash for their bravery in providing crucial first aid and support immediately after the crash, and expresses our support for them during their recovery.</li> <li>That Council acknowledge and thank all first responders including, NSW Police, Ambulance NSW, Fire and Rescue NSW, NSW Rural Fire Services, NSW State Emergency Services, Cessnock District VRA Rescue Squad, NSW Health Workers, Transport for NSW, Council Officers and the broader community for their tremendous support and efforts managing this major incident.</li> </ol> <p><b>CARRIED UNANIMOUSLY</b></p> <p>27 Jun 2023 10:50am Lorenzen, Cherie - Completion Completed by Lorenzen, Cherie on behalf of Liddell, Ken (action officer) on 27 June 2023 at 10:50:17 AM - 1,2 &amp; 3 Noted.</p>						

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
PE22/2023	Ordinary Council 21/06/2023	Porter, Kerry	Planning and Environment	Development Application No. 8/2022/1130/1 proposing a Camping Ground comprising 60 camp sites, construction of an amenities building and associated car park  281 Watagan Creek Road, Laguna	19/07/2023	3/07/2023
<a href="#">505</a> <b>MOTION</b> 505 <b>RESOLVED</b>	<b>Moved:</b>	Mickleson, Peter Councillor Dunn	<b>Seconded:</b>	Councillor Hawkins		
<ol style="list-style-type: none"> <li>That: <ol style="list-style-type: none"> <li>Development Application No. 8/2022/1130/1 proposing a camping ground comprising 60 camp sites, construction of an amenities building and associated car park at 281 Watagan Creek Road Laguna, be refused pursuant to Section 4.16 of the <i>Environmental Planning and Assessment Act 1979</i>, for the reasons contained in this report.</li> <li>The reasons for the decision (having regard to any statutory requirements applying to the decision), are as follows: <ol style="list-style-type: none"> <li>The proposal fails to satisfy the underlying aims and objectives of <i>State Environmental Planning Policy (Primary Production) 2021</i> (pursuant to Section 4.15(1)(a)(i) of the <i>Environmental Planning and Assessment Act 1979</i>), in respect to: <ol style="list-style-type: none"> <li>It does not facilitate the orderly and economic use of land.</li> </ol> </li> </ol> </li> </ol> </li> </ol>						

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II. It does not assist in the proper management, development and protection of rural lands. III. It fails to introduce suitable measures designed to reduce land use conflicts.			
b. The proposal fails to satisfy the following provisions of the <i>Cessnock Local Environmental Plan 2011</i> (pursuant to Section 4.15(1)(a)(i) of the <i>Environmental Planning and Assessment Act 1979</i> ):			
I. The objectives of the RU2 Rural Landscape Zone, in terms of incompatibility with rural landscape character, incompatibility with existing uses, the intensity of the development is unsuitable, the site disturbance is unclear and the visual impact is unclear.			
II. Clause 5.21 in that the development will be unable to provide for the safe and efficient evacuation of people in the event of a flood.			
III. Clause 7.2 in that insufficient information has been provided on earthworks to determine the likely environmental impacts of the development.			
IV. Clause 7.14 in that insufficient information has been provided to determine if essential services are able to be provided to support the development.			
c. The proposal fails to satisfy the following provisions of the <i>Cessnock Development Control Plan 2010</i> (pursuant to Section 4.15(1)(a)(iii) of the <i>Environmental Planning and Assessment Act 1979</i> ):			
I. Chapter C.1 (Parking and Access) in that the development fails to identify the provision of adequate parking on the site to service the development.			
II. Chapter C.4 (Land Use Conflict and Buffer Zones) in that the proposal is likely to result in land use conflict with surrounding rural and residential land uses.			
III. Chapter C.5 (Waste Management and Minimisation) in that no provision has been made for waste management generated by the development.			
IV. Chapter C.9 (Development on Flood Prone Land) in that the development will be unable to provide suitable and efficient flood free access for emergency evacuation in the event of a flood.			
V. Chapter C.8 (Social Impact Assessment and Crime Prevention Through Environmental Design) in that a Social Impact Assessment has not been provided in support of the development to determine the likely social impacts associated with the development.			
d. The proposal will result in unacceptable impacts in relation to the risk to life in the event of a flood (pursuant to Section 4.15(1)(b) of the <i>Environmental Planning and Assessment Act 1979</i> ).			
e. Insufficient information has been provided to determine the likely impacts of the development in relation to traffic generation, noise, ecology, bushfire, earthworks, social implications, crime prevention, waste water disposal, visual impact and waste management (pursuant to Section 4.15(1)(b) of the <i>Environmental Planning and Assessment Act 1979</i> ).			
f. The subject site is not considered suitable for the development due to the flood affectation of the land and the inability to provide for flood free access (pursuant to Section 4.15(1)(c) of the <i>Environmental Planning and Assessment Act 1979</i> ).			
g. The proposal is not considered to be in the public interest (pursuant to Section 4.15(1)(e) of the <i>Environmental Planning and Assessment Act 1979</i> ).			
(iii) In considering community views, the following is relevant:			
<input type="checkbox"/> The development is not suitable for the site given that flood free access is not available to the property.			
<input type="checkbox"/> The development is not considered to be compatible with the character of the surrounding rural environment.			
<input type="checkbox"/> Insufficient and conflicting information has been provided, therefore it is not possible to determine the likely impacts of the development on the environmental qualities of the site and amenity of the surrounding neighbourhood.			

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☐ The application has not demonstrated that adequate essential services can be made available to service the development.

(iv) The details contained above be publicly notified pursuant to Section 2.22 and Clause 20(2) of Schedule 1 of the *Environmental Planning and Assessment Act 1979*.

2. That Council notify in writing the persons who made a submission with regard to the proposed development, of Council's decision.

#### REASONS FOR REFUSAL

1. The proposal fails to satisfy the underlying aims and objectives of *State Environmental Planning Policy (Primary Production) 2021* (pursuant to Section 4.15(1)(a)(i) of the *Environmental Planning and Assessment Act 1979*), in respect to:
  - I. It does not facilitate the orderly and economic use of land.
  - II. It does not assist in the proper management, development and protection of rural lands.
  - III. It fails to introduce suitable measures designed to reduce land use conflicts.
2. The proposal fails to satisfy the following provisions of the *Cessnock Local Environmental Plan 2011* (pursuant to Section 4.15(1)(a)(i) of the *Environmental Planning and Assessment Act 1979*):
  - I. The objectives of the RU2 Rural Landscape Zone, in terms of incompatibility with rural landscape character, incompatibility with existing uses, the intensity of the development is unsuitable, the site disturbance is unclear and the visual impact is unclear.
  - II. Clause 5.21 in that the development will be unable to provide for the safe and efficient evacuation of people in the event of a flood.
  - III. Clause 7.2 in that insufficient information has been provided on earthworks to determine the likely environmental impacts of the development.
  - IV. Clause 7.14 in that insufficient information has been provided to determine if essential services are able to be provided to support the development.
3. The proposal fails to satisfy the following provisions of the *Cessnock Development Control Plan 2010* (pursuant to Section 4.15(1)(a)(iii) of the *Environmental Planning and Assessment Act 1979*):
  - I. Chapter C.1 (Parking and Access) in that the development fails to identify the provision of adequate parking on the site to service the development.
  - II. Chapter C.4 (Land Use Conflict and Buffer Zones) in that the proposal is likely to result in land use conflict with surrounding rural and residential land uses.
  - III. Chapter C.5 (Waste Management and Minimisation) in that no provision has been made for waste management generated by the development.
  - IV. Chapter C.9 (Development on Flood Prone Land) in that the development will be unable to provide suitable and efficient flood free access for emergency evacuation in the event of a flood.
  - V. Chapter C.8 (Social Impact Assessment and Crime Prevention Through Environmental Design) in that a Social Impact Assessment has not been provided in support of the development to determine the likely social impacts associated with the development.
4. The proposal will result in unacceptable impacts in relation to the risk to life in the event of a flood (pursuant to Section 4.15(1)(b) of the *Environmental Planning and Assessment Act 1979*).
5. Insufficient information has been provided to determine the likely impacts of the development in relation to traffic generation, noise, ecology, bushfire, earthworks, social implications, crime prevention, waste water disposal, visual impact and waste management (pursuant to Section 4.15(1)(b) of the *Environmental Planning and Assessment Act 1979*).
6. The subject site is not considered suitable for the development due to the flood affectation of the land and the inability to provide for flood free access (pursuant to Section 4.15(1)(c) of the *Environmental Planning and Assessment Act 1979*).
7. The proposal is not considered to be in the public interest (pursuant to Section 4.15(1)(e) of the *Environmental Planning and Assessment Act 1979*).

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**CARRIED UNANIMOUSLY**

03 Jul 2023 11:59am Blake, Yvonne - Completion

Completed by Blake, Yvonne on behalf of Porter, Kerry (action officer) on 03 July 2023 at 11:59:28 AM - NoD resolved at Ordinary Council Meeting held 21 June 2023 and forwarded to applicant.

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
MM3/2023	Ordinary Council 21/06/2023	Hamilton, Grant	Mayoral Minutes	Food Waste Reduction Grants	19/07/2023	30/06/2023
<a href="#">508</a> <b>MOTION</b> 508 <b>RESOLVED</b>	<b>Moved:</b>	Clark, Cameron Councillor Suvaal				
That Council sponsor OzHarvest and local food recycling providers, to utilise unspent funds available from the Better Waste and Recycling Fund program, in accordance with the current grant funding guidelines by 30 June 2023.						
<b>CARRIED UNANIMOUSLY</b>						
27 Jun 2023 11:06am Lorenzen, Cherie - Reallocation						
Action reassigned to Hamilton, Grant by Lorenzen, Cherie - Reassigned to Environment & Waste team to action.						
30 Jun 2023 9:42am Hamilton, Grant - Completion						
Completed by Hamilton, Grant (action officer) on 30 June 2023 at 9:42:10 AM - Sponsorship to be provided to the Oz Harvest golf day. Research into options to sponsor other food recycling charities revealed an inability to use the grant funding to sponsor their operations based on grant funding criteria						

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
CC31/2023	Ordinary Council 21/06/2023	Wade, Craig	Corporate and Community	Tender T022324HUN Ready Mixed Concrete	19/07/2023	27/06/2023
<a href="#">511</a> <b>MOTION</b> 511 <b>RESOLVED</b>	<b>Moved:</b>	Maginnity, Robert Councillor Dunn	<b>Seconded:</b>	Councillor Hill		
1. That Council accepts the Regional Procurement Tender for the Supply and Delivery of Ready Mixed Concrete (T022324HUN).						
2. That Council accept the Panel of suppliers in no order of preference;						
<ul style="list-style-type: none"> <li>Boral Resources (Country) Pty Ltd</li> <li>Hanson Construction Materials Pty Ltd</li> <li>Hunter Readymixed Concrete Pty Limited</li> <li>Maitland Ready Mixed Concrete Pty Ltd</li> <li>Premier NSW Pty Ltd t/a Premier Concrete</li> <li>Redicrete Pty Ltd</li> </ul>						
as the preferred suppliers for Council under the Regional Procurement Tender						



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3. That Council note the contract term for Tender Supply and Delivery of Ready Mixed Concrete (T022324HUN) is from 1 July 2023 to 30 June 2026 with an option for two 12-month contract extension based on satisfactory supplier performance through to 30 June 2027.

**CARRIED UNANIMOUSLY**

27 Jun 2023 11:41am Wade, Craig

Regional Procurement has been notified

27 Jun 2023 11:41am Wade, Craig - Completion

Completed by Wade, Craig (action officer) on 27 June 2023 at 11:41:56 AM - Regional procurement has been notified

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
GMU4/2023	Ordinary Council 21/06/2023	Plumridge, Matthew	General Manager's Unit	Minutes of the Audit and Risk Committee Meeting held 9 May 2023	19/07/2023	10/07/2023
509 <b>MOTION</b> 509 <b>RESOLVED</b>	<b>Moved:</b>	Maginnity, Robert Councillor Dunn	<b>Seconded:</b>	Councillor Hill		
<p>1. That the Minutes of the Audit and Risk Committee Meeting held 9 May 2023 be adopted as a resolution of the Ordinary Council.</p> <p>2. That Council adopts the Project Authorisation and Revotes Policy.</p> <p>3. That Council adopts the Investment Policy.</p> <p>4. That Council writes to:</p> <ul style="list-style-type: none"> <li>- The Hon Christopher Minns, Premier of NSW</li> <li>- The Hon Daniel Mookhey, Treasurer for NSW</li> <li>- The Hon Jihad Dib, Minister for Emergency Services</li> <li>- The Hon Ron Hoenig, Minister for Local Government, and</li> <li>- The Chair of the NSW Parliamentary Public Accounts Committee</li> </ul> <p>With the correspondence to note that at least 42 Councils (34% of all Councils) have qualified financial statements for the year ended 30 June 2022 in relation to the non-recognition of Rural Fire Service assets despite:</p> <ul style="list-style-type: none"> <li>- All councils have made an accounting policy that is in accordance with the Local Government Code of Accounting Practice and financial reporting</li> <li>- All councils have an accounting policy that is accordance with the Office of Local Government's own independent accounting advice</li> <li>- The NSW Treasury and NSW Rural Fire Service have provided no independent third-party accounting advice that states categorically why Councils control RFS assets</li> <li>- The NSW Audit Office have provided no tangible evidence, or third-party independent advice, as to why the Audit Office have adopted the NSW Treasury viewpoint that has resulted in 42 qualified financial statements</li> </ul> <p>And that council calls on the NSW Government:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> To investigate the basis behind all RFS related qualified financial statements for the year ended 30 June 2022 despite there being no change in past accounting treatments</li> <li><input type="checkbox"/> To investigate statutory remedies that enshrine in legislation that NSW Rural Fire Service assets are controlled by the NSW Rural Fire Service</li> </ul>						
<b>CARRIED UNANIMOUSLY</b>						

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<b>05 Jul 2023 4:01pm Anderson, India - Reallocation</b>				
Action reassigned to Plumridge, Matthew by Anderson, India - Incorrect allocation				
<b>10 Jul 2023 1:18pm Cremor, Sam - Completion</b>				
Completed by Cremor, Sam on behalf of Plumridge, Matthew (action officer) on 10 July 2023 at 1:18:17 PM - Correspondence sent to NSW Gov. Officials on Friday 7 July 2023.				

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Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
WI20/2023	Ordinary Council 21/06/2023	Jeffery, Warren	Works and Infrastructure	Minutes of the Local Traffic Committee Meeting held 15 May 2023	19/07/2023	
<u>521</u> <b>MOTION</b> 521 <b>RESOLVED</b>	<b>Moved:</b>	Clark, Cameron Councillor Dunn	<b>Seconded:</b>	Councillor Hill		
That the Minutes of the Cessnock Local Traffic Committee Meeting of 15 May 2023 be adopted as a resolution of the Ordinary Council.						
<input type="checkbox"/> TC24/2023 - That Council notes the installation of regulatory parking signage and line marking on Lang Street, Kurri Kurri between Alexandra Street & Allworth Street in accordance with the Lang Street Kurri Kurri _ Signage & Line Marking Diagram.						
<input type="checkbox"/> TC25/2023 - That Council notes the installation of a children's crossing, kerb extensions, and associated signage and line marking on Anderson Avenue, Paxton in accordance with the Anderson Avenue Paxton _ Signage & Line Marking Diagram.						
<input type="checkbox"/> TC26/2023 - That Council notes the installation of a regulatory parking controls and associated signage and line marking on Rothbury Street, Nulkaba in accordance with the Rothbury Street Nulkaba _ Signage & Line Marking Diagram.						
<input type="checkbox"/> TC27/2023 - That Council notes the installation of centre line marking on Deakin Street and Wermol Street, Kurri Kurri in accordance with the Deakin Street Kurri Kurri _ Line Marking Diagram.						
<input type="checkbox"/> TC28/2023 - That Council notes the installation of intersection controls including associated signage and line marking on Charlton & Fisher Streets, Bellbird in accordance with the Charlton Street Bellbird _ Signage & Line Marking Diagram.						
<input type="checkbox"/> TC29/2023 - That Council notes installation of regulatory controls on Coulter Street within Huntlee, in accordance with Coulter Street North Rothbury _ Signage & Line Marking Diagram.						
<input type="checkbox"/> TC30/2023 - That Council declines support for the proposed intersection treatment on Old Buttai Road Buttai, as shown in the Old Buttai Road Buttai _ Proposed Intersection Diagram, and authorises Council officers to undertake investigation and consultation with all parties to facilitate a land swap as shown in the Old Buttai Road Buttai, Alternate Intersection Diagram.						
<input type="checkbox"/> TC31/2023 - That Council note the advice of the Local Traffic Committee regarding the Technical Review of a proposed Channelised Right Turn Treatment, and associated zebra crossing relocation, at Maitland Road, Cessnock as shown in the Maitland Road Cessnock _ Proposed Intersection Diagram.						
<b>CARRIED UNANIMOUSLY</b>						

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
WI21/2023	Ordinary Council 21/06/2023	Goodbun, Nathan	Works and Infrastructure	Minutes of the Local Traffic Committee Extra Ordinary Meeting held 2 June 2023	19/07/2023	
<u>522</u> <b>MOTION</b> 522 <b>RESOLVED</b>	<b>Moved:</b>	Clark, Cameron Councillor Dunn	<b>Seconded:</b>	Councillor Hill		
That the Minutes of the Cessnock Local Traffic Committee Extra Ordinary Meeting of 2 June 2023 be adopted as a resolution of the Ordinary Council.						
<b>CARRIED UNANIMOUSLY</b>						



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**30 Jun 2022 8:59am Harris, Kate**

1. Noted. , 2. Complete., 3. Complete. , 4. Complete. , 5. A preliminary directions report is complete and a Councillor briefing is planned for 13 July 2022.

**30 Jun 2022 9:04am Harris, Kate - Target Date Revision**

Target date changed by Harris, Kate from 27 May 2022 to 30 September 2022 - Document progressing, Councillor briefing required.

**27 Oct 2022 4:23pm Harris, Kate**

1. Noted. , 2. Complete., 3. Complete. , 4. Complete. , 5. Councillor briefing has been held. Currently finalising document with future maintenance implications prior to reporting to Council.

**27 Oct 2022 4:24pm Harris, Kate - Target Date Revision**

Target date changed by Harris, Kate from 30 November 2022 to 16 December 2022 - Document is being finalised.

**25 Nov 2022 9:34am Harris, Kate**

1. Noted. , 2. Complete., 3. Complete. , 4. Complete. , 5. To be placed on public exhibition over December/January

**25 Nov 2022 9:39am Larsen, Robyn - Completion**

Uncompleted by Larsen, Robyn

**25 Nov 2022 9:40am Harris, Kate - Target Date Revision**

Target date changed by Harris, Kate from 16 December 2022 to 31 March 2023 - The document is being placed on public exhibition

**27 Mar 2023 11:17am Harris, Kate**

1. Noted. , 2. Complete., 3. Complete. , 4. Complete. , 5. A Guideline is currently being developed (utilising Council's template within the Controlled Document Framework).

**27 Mar 2023 11:19am Harris, Kate - Target Date Revision**

Target date changed by Harris, Kate from 31 March 2023 to 30 June 2023 - Works are still underway in regards to completion of the Guideline

**05 Jun 2023 11:38am Harris, Kate - Target Date Revision**

Target date changed by Harris, Kate from 30 June 2023 to 28 July 2023 - Works are still underway in regards to completion of the Guideline

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
BN8/2023	Ordinary Council 15/03/2023	Harris, Kate	Business With Notice	Permanent Security CCTV Cameras - Peace Park Weston - Miller Park	28/07/2023	
Clark, Cameron						
<b>MOTION</b>	<b>Moved:</b>	Councillor Watton	<b>Seconded:</b>	Councillor Jurd		
1.	That the General Manager research appropriate, relevant grants that may be able to assist in further protecting these community assets with appropriate surveillance technology (similar to Bridges Hill Park)					
2.	That the General Manager prepare a report which will include all associated installation + maintenance costs of said surveillance technology, in comparison to estimated cost trajectories relating to ongoing vandalism / damage repairs (should no interventions be taken).					
<b>AMENDMENT</b>	<b>Moved:</b>	Councillor Hill	<b>Seconded:</b>	Councillor Sander		
That Council direct the General Manager to:						
<input type="checkbox"/>	Identify funding opportunities for crime prevention solutions or monitoring (installation of CCTV) where a cost benefit analysis confirms it will provide an operational cost saving.					
<input type="checkbox"/>	Consult with NSW Police (Cessnock Local Area Command) in relation to the effectiveness of CCTV and the identification of priority locations across the LGA for potential implementation following grant funding applications.					
<input type="checkbox"/>	Consider the development of a CCTV Policy to protect community assets.					

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FOR	AGAINST
Councillor Jackson	Councillor Jurd
Councillor Burke	
Councillor Moores	
Councillor Grine	
Councillor Sander	
Councillor Hill	
Councillor Hawkins	
Councillor Paynter	
Councillor Watton	
Councillor Suvaal	
<b>Total (10)</b>	<b>Total (1)</b>

**CARRIED**

**20 Mar 2023 2:11pm Lorenzen, Cherie - Reallocation**  
Action reassigned to Harris, Kate by Lorenzen, Cherie - Referred to Open Space & Community Facilities Manager for action on behalf of GM per the amended resolution.

**27 Mar 2023 11:23am Harris, Kate**  
1. Funding opportunities continue to be investigated, 2. Initial engagement has been held with NSW Police (Cessnock Local Area Command), currently awaiting further resources/information to be provided., 3. This to be considered.

**30 May 2023 11:52am Harris, Kate**  
1. Funding opportunities continue to be investigated, 2. Initial engagement has been held with NSW Police (Cessnock Local Area Command), currently awaiting further resources/information to be provided. This will be followed up again., 3. This to be considered.

**30 May 2023 11:53am Harris, Kate - Target Date Revision**  
Target date changed by Harris, Kate from 30 June 2023 to 28 July 2023 - Awaiting resources and advice from NSW Police, local area command.

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
CC29/2023	Ordinary Council 17/05/2023	Waghorn, Peter	Corporate and Community	Land Acquisition - South Cessnock Bund Wall	30/07/2023	
<b>MOTION</b> 492 <b>RESOLVED</b>	<b>Moved:</b>	Maginnity, Robert Councillor Burke	<b>Seconded:</b>	Councillor Grine		
That Council authorise purchase of land required for the South Cessnock Bund Wall Flood Mitigation Scheme being:						
With regard to Crown-owned land lot 1 DP 1134371:						
<ul style="list-style-type: none"> <li>That Council proceed with the compulsory acquisition of the land for the purpose of flood mitigation works in accordance with the requirements of the Land Acquisition (Just Terms Compensation) Act 1991.</li> <li>That Council make an application to the Minister and the Governor for approval to acquire the land by compulsory process under section 186(1) of the Local Government Act.</li> <li>That the land will be classified as operational land.</li> <li>That Council requests the Minister for Local Government approve a reduction in the notification period from 90 days to 30 days.</li> </ul>						
With regard to private land (part) lots 34;35;36 DP 755215 and (part) lot 1 DP 1145540:						



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- That Council authorises acquisition of the land and/or easements for the purpose of drainage.
- That Council delegates authority to the General Manager to extend a Letter of Offer to the landowner and negotiate voluntary agreement to purchase the land and/or easements in accordance with independent valuation.
- That Council delegates authority to the General Manager to execute all relevant documentation to effect the transaction.

**CARRIED UNANIMOUSLY**

**26 May 2023 3:26pm Waghorn, Peter - Target Date Revision**

Target date changed by Waghorn, Peter from 14 June 2023 to 30 July 2023 - Required Crown land must be compulsorily acquired and approved by the Minister for Local Government. An OLG application for approval is in progress. Negotiations to acquire required private land must be conducted in accordance with mandatory timeframes and processes of the Land Acquisition (Just Terms Compensation) Act 1991.

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
W110/2023	Ordinary Council 19/04/2023	Clark, Cameron	Works and Infrastructure	Minutes of the Roads Review Committee Meeting held on 8 March 2023	31/07/2023	
<b>468</b> <b>MOTION</b> <b>468</b> <b>RESOLVED</b>	<b>Moved:</b>	Clark, Cameron Councillor Hill	<b>Seconded:</b>	Councillor Grine		
That the Minutes of the Roads Review Committee Meeting held on 8 March 2023 be adopted as a resolution of the Ordinary Council.						
<b>CARRIED UNANIMOUSLY</b>						
<b>03 May 2023 8:14pm Clark, Cameron</b>						
Action has been allocated to a resource and timing of completion is to be confirmed.						

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
BN7/2023	Ordinary Council 19/04/2023	Clark, Cameron	Business With Notice	Remembering our Coal Miners Walk	31/07/2023	
<b>474</b> <b>MOTION</b> <b>474</b> <b>RESOLVED</b>	<b>Moved:</b>	Clark, Cameron Councillor Olsen	<b>Seconded:</b>	Councillor Jurd		
<ul style="list-style-type: none"> <li>- That the General Manager investigate the possibility of creating a Coal Miners Memorial Walk between Cessnock and Abermain. The walk should include: <ul style="list-style-type: none"> <li>1) A large sign similar to the Aluminium Smelter on Hart Road to show the start of the memorial when entering Cessnock from Neath.</li> <li>2) Plaques and stories of those that have lost their lives in the industry</li> <li>3) History of our heritage in the coal mining industry</li> <li>4) Council will consider consultation with the Sir Edgeworth David Memorial Museum and the Mining and Energy Union.</li> </ul> </li> </ul>						

<b>Action Sheets Report</b>	<b>Division:</b>	Ordinary Council	<b>Date From:</b>	
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- The report be returned to Council.

**CARRIED UNANIMOUSLY**

**24 Apr 2023 3:22pm Meyers, Kristy - Reallocation**

Action reassigned to Clark, Cameron by Meyers, Kristy - For action.

**03 May 2023 8:06pm Clark, Cameron**

Internal consultation has occurred and a proposal to commence the coal mining heritage investigation of the LGA, that includes a significant community consultation piece, report will be prepared and propose to bring back to the July 2023 ordinary council meeting.

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
W11/2023	Ordinary Council 19/04/2023	Clark, Cameron	Works and Infrastructure	Minutes of the Local Traffic Committee Meeting held 20 March 2023	31/07/2023	
<b>469 MOTION 469 RESOLVED</b>	<b>Moved:</b>	Clark, Cameron Councillor Hill	<b>Seconded:</b>	Councillor Sander		
That the Minutes of the Cessnock Local Traffic Committee Meeting of 20 March 2023 be adopted as a resolution of the Ordinary Council.						
<input type="checkbox"/>	TC7/2023 - That Council authorises the temporary regulation of traffic on Lovedale Road, Wilderness Road and Talga Road, Lovedale for the Lovedale Long Lunch, in accordance with Various Roads Lovedale _ Lovedale Long Lunch Traffic Control Plans					
<input type="checkbox"/>	TC8/2023 - That Council authorises the temporary regulation of traffic on Wine Country Drive, Broke Road, Lovedale Road, De Beyers Road, Col Turnbull Parade and Grady Road, Pokolbin, Lomas Lane Nulkaba, Averys Lane Heddons Greta, and Mount View Road Cessnock for the Hunter Valley Airshow from 7am to 7pm, Saturday 25 March 2023 & Sunday 26 March 2023, in accordance with the Various Roads Pokolbin _ Hunter Valley Airshow Traffic Guidance Schemes.					
<input type="checkbox"/>	TC9/2023 - That Council authorises the removal of Bus Zone signage on Minmi Street, Stanford Merthyr, in accordance with the Minmi Street Stanford Merthyr _ Signage Removal Diagram.					
<input type="checkbox"/>	TC10/2023 - That Council authorises the installation of regulatory parking controls on Wickham Street, Stanford Merthyr, in accordance with the Wickham Street Stanford Merthyr _ Signage Diagram.					
<input type="checkbox"/>	TC11/2023 – That Council authorises the installation of regulatory parking signage on Yango Street, Cessnock in accordance with the Yango Street Cessnock _ Signage & Line Marking Diagram.					
<input type="checkbox"/>	TC12/2023 - That Council authorises the installation of regulatory parking signage on Drinan Street, Branxton, in accordance with the Drinan Street Branxton _ Signage Diagram.					
<input type="checkbox"/>	TC13/2023 - That Council authorises the installation of a pedestrian refuge and associated signage and line marking on Millfield Road, Millfield in accordance with the Millfield Road Millfield _ Signage & Line Marking Diagram.					
<input type="checkbox"/>	TC14/2023 - That Council authorises the installation of regulatory signage and line marking on Bouquet Drive and Mountain Ridge, Bellbird, in accordance with the Bouquet Drive Bellbird _ Signage & Line Marking Diagram.					
<input type="checkbox"/>	TC15/2023 - That Council authorises installation line marking on Camp Road, Greta, in accordance with the Camp Road Greta _ Line Marking Diagram.					

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**CARRIED UNANIMOUSLY****24 Apr 2023 10:40am Anderson, India - Reallocation**

Action reassigned to Clark, Cameron by Anderson, India - resumed Infrastructure Manager position

**03 May 2023 8:13pm Clark, Cameron**

Action has been allocated to a resource and confirmation of timing to be confirmed.

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
BN10/2023	Ordinary Council 17/05/2023	Clark, Cameron	Business With Notice	Jacaranda Grove and Camellia Close	31/07/2023	
<b>MOTION</b>	<b>Moved:</b>	Councillor Jurd	<b>Seconded:</b>	Councillor Olsen		
That the General Manager start negotiations with the road owner of Jacaranda Grove and Camellia Close, about taking over the ownership.						
The Motion was PUT and LOST.						
<b>24 May 2023 12:27pm Anderson, India - Reallocation</b>						
Action reassigned to McLachlan, Paul by Anderson, India - should be director and not Clr						
<b>29 May 2023 11:56am Meyers, Kristy - Reallocation</b>						
Action reassigned to Clark, Cameron by Meyers, Kristy - For action.						
<b>03 Jul 2023 11:19am Clark, Cameron - Target Date Revision</b>						
Target date changed by Clark, Cameron from 14 June 2023 to 31 July 2023 - Awaiting information from external authority.						

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
W15/2023	Ordinary Council 15/03/2023	Niravath, Arun	Works and Infrastructure	Tender T2022-10 Watagan Creek Bridge and Wescott Bridge Replacement	31/07/2023	
440		Clark, Cameron				
MOTION	Moved:	Councillor Hill	Seconded:	Councillor Sander		
440						
RESOLVED						
1.	That Council reject Tender T2022-10 – Watagan Creek Bridge #1 and Westcott Bridge replacement in accordance with Part 7, Division 4, Clause 178 of the <i>Local Government (General) Regulation 2021</i> (Acceptance of tenders) 3e.					
2.	That Council enter into negotiations with any person (whether or not the person was a tenderer) with a view to entering into a contract in relation to the subject matter of the tender.					
3.	That Council delegate authority to the General Manager to award the project with a suitable outcome.					
CARRIED UNANIMOUSLY						
24 Apr 2023 5:28pm Niravath, Arun						
Request for interest sent to suppliers. Once identified, procurement process will be initiated to invite formal proposals.						



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**CARRIED UNANIMOUSLY****27 Apr 2022 10:18am Brown, Keren - Target Date Revision**

Target date changed by Brown, Keren from 18 May 2022 to 18 May 2023 - Gateway determination requested from Department of Planning on 22 April 2022

**24 Jun 2022 11:07am Corken, Robert**

Waiting for gateway determination.

**24 May 2023 2:46pm Corken, Robert - Target Date Revision**

Target date changed by Corken, Robert from 18 May 2023 to 18 August 2023 - With the Department of Planning and Environment to be made. Waiting for GIS mapping to be provided to DPE.

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
BN33/2022	Ordinary Council 16/11/2022	Harris, Kate	Business With Notice	Permanent Security CCTV Cameras - Huntlee District Park	25/08/2023	
351 <b>MOTION</b> 351 <b>RESOLVED</b>	<b>Moved:</b>	Clark, Cameron Councillor Jurd	<b>Seconded:</b>	Councillor Olsen		
That the General Manager:						
1. Liaise, support and work alongside LWP (Huntlee), to install a fully operational, CCTV Security Camera System within the new Huntlee District Park (similar to Bridges Hill Park);						
2. Research appropriate, relevant grants that may be able to assist in further protecting this community asset with said surveillance technology						
<b>CARRIED UNANIMOUSLY</b>						
<b>22 Nov 2022 1:20pm Meyers, Kristy - Reallocation</b>						
Action reassigned to Harris, Kate by Meyers, Kristy						
<b>25 Nov 2022 9:44am Harris, Kate - Target Date Revision</b>						
Target date changed by Harris, Kate from 14 December 2022 to 31 March 2023 - Meeting to be held with LWP.						
<b>25 Nov 2022 9:45am Harris, Kate</b>						
1. Meeting to be organised with LWP before the end of the year, 2. Upon completion of item 1						
<b>27 Mar 2023 11:22am Harris, Kate</b>						
1. Meeting to be organised with LWP, 2. Upon completion of item 1						
<b>27 Mar 2023 11:22am Harris, Kate - Target Date Revision</b>						
Target date changed by Harris, Kate from 31 March 2023 to 30 June 2023 - Competing priorities and limited resources						
<b>28 Jun 2023 11:25am Harris, Kate</b>						
1. Advice has been provided from LWP that temporary security camera's are in place., 2. Council officers will continue to investigate grant funding opportunities for a permanent system.						
<b>28 Jun 2023 11:30am Harris, Kate - Target Date Revision</b>						
Target date changed by Harris, Kate from 30 June 2023 to 25 August 2023 - Temporary security camera's are in place. Officers to continue to investigate funding opportunities for a permanent system.						

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
PE13/2023	Ordinary Council 19/04/2023	Corken, Robert	Planning and Environment	18 2020 5 - Planning Proposal to Grant a Dwelling Entitlement for Lot 686 DP 619758, Known as 0 Black Hill Road, Black Hill	30/08/2023	
Mickleson, Peter						
<b>MOTION</b>		<b>Moved:</b> Councillor Hill	<b>Seconded:</b>	Councillor Sander		
1. That Council endorse the Planning Proposal to grant a dwelling entitlement on Lot 686 DP619758 with the following change:						
a. To add an additional permitted use under schedule 1 of the Cessnock Local Environmental Plan 2011 to grant a dwelling entitlement for lot 686 619758						
2. That Council request the Department of Planning and Environment make the amendment to the Cessnock Local Environmental Plan 2011.						
<b>ROCEDURAL MOTION</b>		<b>Moved:</b> Councillor Olsen		Councillor Jurd		
		<b>Seconded:</b>		Councillor Jurd		
That the report be deferred.						
</						



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		Councillor Hawkins Councillor Paynter Councillor Suvaal <b>Total (7)</b>	<b>Total (4)</b>
<b>CARRIED</b>			
<b>05 May 2023 4:00pm Johnson, Martin - Reallocation</b> Action reassigned to Corken, Robert by Johnson, Martin - project officer <b>24 May 2023 2:50pm Corken, Robert - Target Date Revision</b> Target date changed by Corken, Robert from 17 May 2023 to 30 August 2023 - Waiting for Department of Planning and Environment to make plan.			

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
PE25/2022	Ordinary Council 20/04/2022	Mewing, Jenny	Planning and Environment	Planning Proposal 18/2022/2 - Comprehensive LEP Review - Rural Zones	31/08/2023	
<b>76</b> <b>MOTION</b> <b>76</b> <b>RESOLVED</b>	<b>Moved:</b>	Mickleson, Peter Councillor Burke	<b>Seconded:</b>	Councillor Grine		
<ol style="list-style-type: none"> <li>That Council requests a Gateway determination for the RU2 Rural Landscape Zone, RU3 Forestry Zone and RU5 Village Zones Planning Proposal from the NSW Department of Planning and Environment pursuant to the <i>Environmental Planning and Assessment Act 1979</i>.</li> <li>That Council requests authorisation under Section 3.31 of the <i>Environmental Planning and Assessment Act 1979</i> to act as the local plan-making authority to make the Local Environmental Plan.</li> <li>That Council undertakes consultation with public authorities and the community as determined by the Gateway determination.</li> <li>That Council receives a report back on the Planning Proposal and draft local planning framework, following public exhibition.</li> </ol>						
<b>CARRIED UNANIMOUSLY</b>						
<b>04 May 2022 10:54am Worthing, Alex - Target Date Revision</b> Target date changed by Worthing, Alex from 18 May 2022 to 30 November 2022 - With DPIE awaiting Gateway <b>28 Sep 2022 1:13pm Worthing, Alex - Target Date Revision</b> Target date changed by Worthing, Alex from 30 November 2022 to 30 April 2023 - Currently on public exhibition until late October <b>28 Sep 2022 1:14pm Worthing, Alex</b> Currently on public exhibition through the Planning Portal <b>24 May 2023 3:51pm Blake, Yvonne - Reallocation</b> Action reassigned to Mewing, Jenny by Blake, Yvonne - Transferred to Jenny Mewing to continue with and finalise the matter. <b>24 May 2023 4:07pm Mewing, Jenny</b> Instrument drafting request made to PCO. Mapping amendments in progress <b>24 May 2023 4:08pm Mewing, Jenny - Target Date Revision</b>						

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Target date changed by Mewing, Jenny from 30 April 2023 to 30 June 2023 - Mapping delays associated with digital mapping & recreation lands

**21 Jun 2023 10:02am Mewing, Jenny - Target Date Revision**

Target date changed by Mewing, Jenny from 30 June 2023 to 31 August 2023 - Mapping and PC drafting still being undertaken

**21 Jun 2023 10:03am Mewing, Jenny**

First draft instrument received. Mapping being updated.

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
WI29/2022	Ordinary Council 18/05/2022	Harris, Kate	Works and Infrastructure	Kitchener Poppethead Park Draft Plan of Management	29/09/2023	
<b>133</b> <b>MOTION</b> <b>133</b> <b>RESOLVED</b>	<b>Moved:</b>	Clark, Cameron Councillor Dunn	<b>Seconded:</b>	Councillor Burke		
<ol style="list-style-type: none"> <li>That in accordance with Section 36D(1) of the <i>Local Government Act 1993</i>, Council declares a portion of Kitchener Poppethead Park, as outlined within Enclosure 1, as an Area of Cultural Significance as it represents an important stage in the development of the mining industry in the Cessnock area.</li> <li>That the draft Plan of Management for Kitchener Poppethead Park be referred to the NSW Department of Planning, Industry and Environment – Crown Lands: <ol style="list-style-type: none"> <li>As the landowner, as required by Section 39 of the <i>Local Government Act 1993</i></li> <li>For Ministerial consent to exhibit the draft Plan of Management, as required by section 3.23(7)(d) of the <i>Crown Land Management Act 2016</i>.</li> </ol> </li> <li>That following the receipt of Ministers consent and approval by the department as the landowner, the draft Plan of Management for Kitchener Poppethead Park be placed on public exhibition for a minimum period of 42 days and invite public submissions.</li> <li>That a report on the outcomes of the exhibition be provided to Council prior to adopting the final document.</li> </ol> <p><b>CARRIED UNANIMOUSLY</b></p> <p><b>30 Jun 2022 11:56am Harris, Kate</b>  1. Noted., 2. Complete, 3. Awaiting approval from the Minister, 4. To be undertaken following the completion of item 3.</p> <p><b>30 Jun 2022 11:58am Harris, Kate - Target Date Revision</b>  Target date changed by Harris, Kate from 15 June 2022 to 30 September 2022 - Anticipated timeframe to receive Ministers Consent to publicly exhibit the document.</p> <p><b>02 Sep 2022 8:16am Harris, Kate - Target Date Revision</b>  Target date changed by Harris, Kate from 30 September 2022 to 01 December 2022 - Awaiting advice from the Minister seeking approval to publicly exhibit the draft Plan of Management. Council has been advised this will be a number of months based on the number of POM currently being reviewed by Crown Lands.</p> <p><b>13 Sep 2022 10:20am Moloney, David</b>  Still awaiting Minister approval.</p> <p><b>25 Nov 2022 9:43am Harris, Kate</b>  1. Noted., 2. Complete, 3. Awaiting approval from the Minister, 4. To be undertaken following the completion of item 3.</p> <p><b>25 Nov 2022 9:43am Harris, Kate - Target Date Revision</b>  Target date changed by Harris, Kate from 01 December 2022 to 31 March 2023 - Awaiting advice from Minister</p> <p><b>27 Mar 2023 11:21am Harris, Kate</b>  1. Noted., 2. Complete, 3. Awaiting approval from the Minister, 4. To be undertaken following the completion of item 3.</p> <p><b>27 Mar 2023 11:21am Harris, Kate - Target Date Revision</b></p>						

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Target date changed by Harris, Kate from 31 March 2023 to 30 June 2023 - Awaiting approval from the Minister

**30 May 2023 11:50am Harris, Kate**  
 1. Noted., 2. Complete, 3. Awaiting approval from the Minister, 4. To be undertaken following the completion of item 3.

**30 May 2023 11:51am Harris, Kate - Target Date Revision**  
 Target date changed by Harris, Kate from 30 June 2023 to 28 July 2023 - Council is still awaiting ministerial consent

**28 Jun 2023 11:31am Harris, Kate**  
 1. Noted., 2. Complete, 3. Approval has been provided by the Minister and the draft document is on public exhibition, 4. To be undertaken following the completion of item 3.

**28 Jun 2023 11:33am Harris, Kate - Target Date Revision**  
 Target date changed by Harris, Kate from 28 July 2023 to 29 September 2023 - The draft document must be on public exhibition for 42 days and submissions evaluated prior to being reported back to Council.

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
W119/2023	Ordinary Council 21/06/2023	Harris, Kate	Works and Infrastructure	Community Sponsorship and Fee Waiving Policy Review	29/09/2023	
<b>520</b> <b>MOTION</b> <b>520</b> <b>RESOLVED</b>	<b>Moved:</b>	Clark, Cameron Councillor Dunn	<b>Seconded:</b>	Councillor Hill		
<ol style="list-style-type: none"> <li>That Council place the Community Sponsorship and Fee Waiving Policy on public exhibition for a period of 28 days</li> <li>If there are no significant public submissions received that the Policy be automatically adopted at the end of the exhibition period.</li> </ol> <p><b>CARRIED UNANIMOUSLY</b></p>						
<p><b>28 Jun 2023 10:55am Harris, Kate</b>            1. The Policy is currently on public exhibition, 2. To be completed after item 1.</p> <p><b>28 Jun 2023 10:56am Harris, Kate - Target Date Revision</b>            Target date changed by Harris, Kate from 31 July 2023 to 29 September 2023 - The document is currently on public exhibition.</p>						

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
W175/2022	Ordinary Council 14/12/2022	Eveleigh, Nathan	Works and Infrastructure	Cessnock LGA Hall Booking/Management	30/09/2023	
<b>383</b> <b>MOTION</b> <b>383</b> <b>RESOLVED</b>	<b>Moved:</b>	Clark, Cameron Councillor Watton	<b>Seconded:</b>	Councillor Burke		
<ol style="list-style-type: none"> <li>That Council notes the information contained within the report with regard to the implications and resourcing requirements required to overhaul the current practices has adopted relating to hall bookings, maintenance and potential promotions;</li> <li>That Council completes a hall booking trial using the Bookeasy system at four community halls; and</li> <li>That if the hall booking trial is successful, that Council implements the Bookeasy system at all community halls in consultation with the s355 volunteer management committees as resources allow.</li> </ol>						

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Councillor Hawkins left the meeting, the time being 8.04 pm

Councillor Hawkins returned to the meeting, the time being 8.05 pm

#### CARRIED UNANIMOUSLY

#### 16 Jan 2023 4:28pm Eveleigh, Nathan - Target Date Revision

Target date changed by Eveleigh, Nathan from 11 January 2023 to 30 June 2023 - Test webpage and platform completed for Bellbird Hall. Officers liaising with BookEasy on some minor amendments required for regular bookings., Additional halls will come online after testing is completed with Bellbird Community Hall as per the Council report.

#### 02 Mar 2023 9:41am Eveleigh, Nathan

BookEasy set-up in final testing phase for Bellbird Community Hall before going live.

#### 27 Mar 2023 11:56am Eveleigh, Nathan

Bellbird Community Hall BookEasy portal went live on 20/3/2023. Will roll out 3 additional facilities following initial trials and feedback.

#### 28 Jun 2023 11:36am Eveleigh, Nathan

Hunter Valley VIC staff have commenced work on Ellalong & Millfield Community Halls following successful roll-out of the BookEasy online bookings at Bellbird Community Hall for 3 months.

#### 28 Jun 2023 11:40am Eveleigh, Nathan - Target Date Revision

Target date changed by Eveleigh, Nathan from 30 June 2023 to 30 September 2023 - 2 additional halls being set-up. A 4th hall will be added once these two halls are online in the coming months.

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
W16/2023	Ordinary Council 15/03/2023	Newman, Alex	Works and Infrastructure	Engineering Guidelines for Design & Construction - Approval for Public Exhibition	27/10/2023	
441 MOTION 441 RESOLVED	Moved:	Clark, Cameron Councillor Hill	Seconded:	Councillor Sander		
1. That the draft Engineering Guidelines for Design and Construction be placed on public exhibition for a period of 28 days and a report be returned to Council for determination.						
2. That Councillors be offered a briefing on the engineering guidelines.						
CARRIED UNANIMOUSLY						
28 Mar 2023 3:32pm Newman, Alex Waiting on Comments from Public exhibition regarding Guidelines of exhibition. In addition an Internal Panel Review of Engineering Guidelines is to be performed.						
26 Apr 2023 8:27am Newman, Alex Engineering Guidelines still on Public Exhibition. Subsequent Internal CCC review by relevant departments to follow.						
29 May 2023 11:13am Newman, Alex Thorough internal review being performed by council. Relevant council team leaders are reviewing the standards.						
29 May 2023 1:53pm Newman, Alex - Target Date Revision Target date changed by Newman, Alex from 25 June 2023 to 27 October 2023 - Thorough internal review being performed by council. Extended process to allow for input by all relevant council team leaders to be collated and reflected in technical standards.						
28 Jun 2023 1:31pm Newman, Alex Thorough internal review being performed by council. Input by all relevant council team leaders to be collated and reflected in technical standards.						



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<p>4. That Council undertakes consultation with public authorities and the community as determined by the Gateway Determination.</p> <p>5. That Council undertake the necessary Public Hearing and public notification requirements for the proposed reclassifications of Council owned land, pursuant to the provisions of Sections 29 and 34 of the <i>Local Government Act, 1993</i>.</p> <p>6. That Council receives a report back on the outcomes of the community consultation and findings of the Public Hearing and any submissions received in response to the notification of the reclassifications.</p> <p><b>CARRIED UNANIMOUSLY</b></p> <p><b>MOTION</b>                      <b>Moved:</b>                      Councillor Hill                      <b>Seconded:</b>                      Councillor Sander 456</p> <p><b>RESOLVED</b></p> <p>1. That Council place draft Chapter E20 - Hydro Kurri Kurri of the Cessnock Development Control Plan 2010 on public exhibition for a minimum period of 28 days.</p> <p>2. That Council receive a further report following public exhibition of the draft Chapter E20 - Hydro Kurri Kurri of the Cessnock Development Control Plan 2010.</p> <p><b>CARRIED UNANIMOUSLY</b></p> <p>05 May 2023 4:01pm Johnson, Martin - Reallocation Action reassigned to Chohan, Arif by Johnson, Martin - project officer</p> <p>24 May 2023 3:50pm Blake, Yvonne - Reallocation Action reassigned to Corken, Robert by Blake, Yvonne - Transferred to Rob Corken to continue with and finalise the matter.</p> <p>24 May 2023 3:54pm Corken, Robert - Target Date Revision Target date changed by Corken, Robert from 31 July 2023 to 31 October 2023 - On exhibition.</p>	
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Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
BN33/2020	Ordinary Council 18/11/2020	Clark, Cameron	Business With Notice	Laneway Access to Units/Granny Flats etc	1/11/2023	
1514 <b>MOTION</b> 1514 <b>RESOLVED</b>	<b>Moved:</b>	Clark, Cameron Councillor Olsen	<b>Seconded:</b>	Councillor Dunn		
<p>That the General Manager provide a report to Council regarding options that council could change as it relates to development applications for the approval of units, granny flats or houses that will only have access off laneways to have the following conditions included,</p> <p>1. The laneway, if it has no name, be named with all costs to the developer</p> <p>2. The laneway be sealed by the developer so as not to create dust issues for existing residents</p> <p>3. All costs to be borne by the developer</p> <p>4. The Council's preference is for access off existing roads, not laneways</p> <p><b>CARRIED</b></p> <p>23 Nov 2020 11:38am Blake, Yvonne - Reallocation</p>						



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Action reassigned to Kerr, Katrina by: Blake, Yvonne for the reason: This report relates to Council Policy D5.3 - Development Applications Adjacent to Rear Lanes, which is the responsibility of the Roads, Bridges & Drainage Manager in W&I.

**30 Nov 2020 11:50am Kerr, Katrina**

Commenced drafting report to Council.

**13 Apr 2021 9:28am Bates, Kelly**

Item 1 - Commenced drafting report to Council.

**10 Aug 2021 9:30am Bates, Kelly - Target Date Revision**

Target date changed as a result of current resources and competing priorities.

**31 Jan 2022 1:38pm Benson, Nicole**

Resources now allow for this task to be completed. Work on the matter is scheduled to recommence in March 2022.

**02 May 2022 12:59pm Awal, Rabiul - Target Date Revision**

Will be updated as per the consultation with the Development team.

**15 Nov 2022 4:37pm Awal, Rabiul - Target Date Revision**

Due to resourcing issues the target date has changed to November 2023.

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
PE9/2023	Ordinary Council 15/03/2023	Lewis-Curnoe, Olivia	Planning and Environment	Australian Noise Exposure Forecast Map Update for LEP	30/11/2023	
<a href="#">430</a> <b>MOTION</b> <a href="#">430</a> <b>RESOLVED</b>	<b>Moved:</b>	Mickleson, Peter Councillor Burke	<b>Seconded:</b>	Councillor Sander		
1.	That Council request a Gateway Determination for the Australian Noise Exposure Forecast Planning Proposal from the Department of the Planning and Environment pursuant to Section 3.34 of the <i>Environmental Planning and Assessment Act, 1979</i> ;					
2.	That Council request authorisation under Section 3.31 of the <i>Environmental Planning and Assessment Act, 1979</i> to act as the local plan-making authority to make the Local Environmental Plan;					
3.	That Council undertake consultation with public authorities and the community as conditioned by the Department of Planning and Environment's Gateway determination; and					
4.	That Council receive a further report following community consultation of the Planning Proposal.					
<b>CARRIED UNANIMOUSLY</b>						
<b>27 Mar 2023 4:28pm Blake, Yvonne - Target Date Revision</b>						
Target date changed by Blake, Yvonne from 12 April 2023 to 30 November 2023 - As resolved at the Ordinary Council Meeting held 15 March 2023, a gateway determination is to be requested; authorisation under Section 3.31 of the EP&A Act 1979 to act as the local plan authority; consultation with public authorities and the community is to be undertaken; and a further report to be submitted following community consultation of the PP.						
<b>25 May 2023 9:08am Lewis-Curnoe, Olivia</b>						
Has been given back to Council from DPE to be updated before resubmitting for Gateway determination.						
<b>21 Jun 2023 10:08am Lewis-Curnoe, Olivia</b>						
Working on dwelling entitlements surrounding airport before it is resubmitted						

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Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
PE5/2023	Ordinary Council 15/02/2023	Corken, Robert	Planning and Environment	Comprehensive Local Environmental Plan and Development Control Plan Review - Temporary Uses (including Temporary Events)	30/11/2023	
399 <b>MOTION</b> 399 <b>RESOLVED</b>	<b>Moved:</b>	Mickleson, Peter Councillor Hill	<b>Seconded:</b>	Councillor Dunn		
That Council						
<ol style="list-style-type: none"> <li>Request a gateway determination for the Planning Proposal "Temporary Uses" from the Department of Planning and Environment pursuant to the Environmental Planning and Assessment Act 1979.</li> <li>Request authorisation under s3.31 of the Environmental Planning and Assessment Act 1979 to act as the local plan-making authority.</li> <li>Place the draft Planning Proposal on exhibition as determined by the Department of Planning and Environment Gateway determination.</li> <li>Place the draft Cessnock Development Control Plan Chapter "Temporary Uses" on exhibition concurrently with the planning proposal.</li> <li>Receive a report back on the Planning Proposal and Development Control Plan amendment.</li> </ol>						
<b>CARRIED</b>						
<b>27 Mar 2023 4:34pm Blake, Yvonne - Target Date Revision</b> Target date changed by Blake, Yvonne from 15 March 2023 to 30 November 2023 - As per Council resolution at the Ordinary Council meeting held 15 February 2023, gateway determination to be requested from DPE; request authorisation to act as local plan making authority; PP to be placed on exhibition as well as draft DCP; report back to Council on amendment.						
Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
W13/2023	Ordinary Council 15/02/2023	Clark, Cameron	Works and Infrastructure	Old Maitland Road, Sawyers Gully - Land Acquisition	30/11/2023	
416 <b>MOTION</b> 416 <b>RESOLVED</b>	<b>Moved:</b>	Clark, Cameron Councillor Sander	<b>Seconded:</b>	Councillor Hill		
<ol style="list-style-type: none"> <li>That Council authorises purchase of (part) 1519 Old Maitland Road Sawyers Gully and (part) 1601 Old Maitland Road Sawyers Gully for public road infrastructure purposes;</li> <li>That Council delegates authority to the General Manager to extend a Letter of Offer to the landowners and negotiate agreement to purchase the land in accordance with independent valuations; and</li> <li>That Council delegates authority to the General Manager to execute all relevant documentation to affect the transactions.</li> </ol>						
<b>CARRIED UNANIMOUSLY</b>						
<b>27 Feb 2023 1:33pm Bosco, Jules</b>						







<b>Action Sheets Report</b>	<b>Division:</b>		<b>Date From:</b>	
	<b>Committee:</b>	Ordinary Council	<b>Date To:</b>	
	<b>Officer:</b>		<b>Printed:</b>	Monday, 10 July 2023 1:18:41 PM

Type	Meeting	Officer/Director	Section	Subject	Est. Compl.	Completed
W12/2021	Ordinary Council 17/02/2021	Waghorn, Peter	Works and Infrastructure	Sale of Land to Bellbird Bowling Club	31/03/2024	
<b>1571 MOTION 1571 RESOLVED</b>	<b>Moved:</b>	Maginnity, Robert Councillor Dunn	<b>Seconded:</b>	Councillor Fitzgibbon		
<ol style="list-style-type: none"> <li>That Council authorises the General Manager to undertake the process to reclassify the seven metre strip of land along the southern boundary of the Bellbird Park Bowling Club from Community to Operational.</li> <li>That Council agrees to sell the subject parcel of land once reclassified to Bellbird Park Bowling Club at the nominal cost of one dollar (\$1.00) provided the Bellbird Park Bowling Club fund associated costs for the land transfer.</li> <li>That Council authorises the General Manager to execute documents related to the reclassification and transfer of land between Cessnock City Council and the Bellbird Park Bowling Club.</li> </ol>						
<b>CARRIED UNANIMOUSLY</b>						
<b>04 Mar 2021 11:58am Benson, Nicole - Reallocation</b> Action reassigned to Rathborne, Michael by Benson, Nicole - Michael please commence the actions as per the resolution. Liaise with my team if required. Thanks <b>24 Mar 2021 4:49pm Keegan, Robyn - Target Date Revision</b> Target date changed by Keegan, Robyn from 17 March 2021 to 30 June 2021 - Information sent to surveyor for the club to prepare and lodge forms. <b>29 Mar 2021 4:04pm Rathborne, Michael - Target Date Revision</b> Target date changed by Rathborne, Michael from 30 June 2021 to 30 August 2021 - Surveyor preparing documents for registration. <b>28 Apr 2021 10:33am Rathborne, Michael - Target Date Revision</b> Target date changed by Rathborne, Michael from 30 June 2021 to 30 September 2021 - Pending survey and documentation being prepared by surveyor. <b>25 Jun 2021 12:30pm Keegan, Robyn - Target Date Revision</b> Target date changed by Keegan, Robyn from 30 September 2021 to 31 December 2021 - Bellbird Park Bowling Club has taken responsibility for survey registration. Further work by Council Property Services to effect the transfer of land is deferred pending Strategic Property obtaining Council approval for a site-specific planning proposal to reclassify the land. <b>02 Sep 2021 3:11pm Keegan, Robyn - Target Date Revision</b> Target date changed by Keegan, Robyn from 31 December 2021 to 31 December 2021 - Peter Waghorn advised that there is no further update. <b>26 Oct 2021 2:19pm Keegan, Robyn - Target Date Revision</b> Target date changed by Keegan, Robyn from 31 December 2021 to 21 January 2022 - Advised by Chief Financial & Administration Officer no update was available but will investigate. <b>25 Jan 2022 10:12am Waghorn, Peter</b> In accordance with the resolution, Bellbird Park Bowling Club management are responsible for organising and registering the survey of land to be acquired but are yet to do so. A registered plan and reclassification of the land are required before the land transfer can be transacted. <b>29 Mar 2022 7:55am Boughton-Ingham, Petra</b> 28 Mar 2022 Peter Waghorn, [Confidential]: BPBC's Secretary Manager was contacted with an offer of assistance and advised that the club had not sought quotes for land survey work to date due to their financial situation. As the cost of a partial survey is not anticipated to be high, Council Officers contacted a local surveyor on the club's behalf and was told that the previous Board had engaged Marshall Scott Surveyors to prepare a plan and the draft was sent to the club last year. MSS is following up directly with club management. <b>12 Apr 2022 10:21am Keegan, Robyn - Target Date Revision</b> Target date changed by Keegan, Robyn from 21 January 2022 to 15 June 2022 - The Bellbird Park Bowling Club Secretary Manager was contacted with an offer of assistance and advised that the club had not sought quotes for land survey work due to a recent change of voluntary board membership. Council Officers contacted a local surveyor on the club's behalf and were advised that the previous Board had engaged Marshall Scott Surveyors to prepare a plan and the draft was sent to the club last year. Principal of Marshall Scott Surveyors is following up with the new club management directly. <b>28 Apr 2022 3:32pm Waghorn, Peter</b>						



<b>Action Sheets Report</b>	<b>Division:</b> <b>Committee:</b> Ordinary Council <b>Officer:</b>	<b>Date From:</b> <b>Date To:</b> <b>Printed: Monday, 10 July 2023 1:18:41 PM</b>
<p>Mark Scott of Marshall Scott Surveyors is still following up with the new club Secretary Manager regarding a survey plan previously prepared and sent to the Club in draft for their review.</p> <p><b>26 May 2022 9:22am Waghorn, Peter</b>          Bellbird Park Bowling Club officials have confirmed that Marshall Scott Surveyors were engaged by the previous Board to prepare a plan of acquisition. Once the draft plan is provided to Council for review and verification, the process to reclassify the identified portion of Bellbird Park can be commenced. Transfer of the land to the Club can only be effected on gazettal of the reclassification.</p> <p><b>26 May 2022 9:50am Waghorn, Peter - Target Date Revision</b>          Target date changed by Waghorn, Peter from 15 June 2022 to 30 December 2022 - The planning proposal to amend the LEP and reclassify a portion of Bellbird Park is a lengthy process and yet be commenced. Transferring ownership to the Club is deferred pending gazettal of the land reclassification for Community to Operational land.</p> <p><b>30 Jun 2022 3:12pm Waghorn, Peter</b>          An LEP amendment request to reclassify the portion of Bellbird Park the Club requires has been scheduled with Strategic Planning.</p> <p><b>28 Jul 2022 2:49pm Waghorn, Peter</b>          A survey plan prepared by Marshall Scott Surveyors on behalf of Bellbird Park Bowling Club has been provided to Strategic Planning. A planning proposal requesting amendment of the Cessnock LEP land classification of the nominated portion of Bellbird Park is in progress.</p> <p><b>31 Aug 2022 4:46pm Keegan, Robyn</b>          Further updates are subject to progression of a planning proposal to amend the Cessnock LEP and change the community land classification of the nominated portion of Bellbird Park.</p> <p><b>25 Nov 2022 3:47pm Waghorn, Peter</b>          Internal Property staff followed up with Marshall Scott Surveyors 24/11/2022 and were advised that the survey plan detailing the area to be acquired by the club and prepared by their firm on behalf of Bellbird Park Bowling Club is yet to be lodged with Land Registry Services for assessment. Council staff actions are deferred pending plan registration and gazettal of the proposed land reclassification.</p> <p><b>16 Jan 2023 12:12pm Waghorn, Peter</b>          Property staff visited BPBC on 4/1/2023 to enquire with management as to the status of survey plan approval and were advised that they will follow up with Marshall Scott Surveyors. As at 16/1/2023, Mark Scott of MSS has not been contacted by BPBC.</p> <p><b>16 Jan 2023 12:21pm Waghorn, Peter - Target Date Revision</b>          Target date changed by Waghorn, Peter from 30 December 2022 to 31 March 2023 - Delayed pending Bellbird Park Bowling Club approval of draft survey plan of acquisition and the outcome of a Council request to reclassify the relevant portion of Carmichael Park to be acquired</p> <p><b>03 Apr 2023 10:44am Waghorn, Peter</b>          The Strategic Planning unit has scheduled a report seeking approval to submit the LEP amendment required to reclassify the portion of Bellbird Park the Club requires. Reclassification to operational land is required to facilitate any transfer of council community land. The report will be considered at the April 2023 Ordinary Council Meeting. .</p> <p><b>03 Apr 2023 11:11am Waghorn, Peter - Target Date Revision</b>          Target date changed by Waghorn, Peter from 31 March 2023 to 30 June 2023 - The report seeking approval to submit an LEP amendment to reclassify the required portion of Bellbird Park is scheduled for the April 2023 OCM. Reclassifications necessarily involve state planning departments and completion of that process cannot be accurately determined at this time.</p> <p><b>26 May 2023 3:16pm Waghorn, Peter - Target Date Revision</b>          Target date changed by Waghorn, Peter from 30 June 2023 to 31 March 2024 - A planning proposal to amend the Cessnock LEP community land classification of a portion of Carmichael Oval adjoining Bellbird Park Bowling Club was approved for submission to Dept. of Planning &amp; Environment (DPE) on 19 April 2023. Subject to obtaining a DPE Gateway determination to reclassify the land from community to operational use, consultation will be undertaken with public authorities and the community. Unresolved objections must be submitted to Council for consideration before DPE is requested to make the Plan and publish LEP changes in the Government Gazette. This process is anticipated to take six to nine months. On completion, Property staff will prepare contract documentation to transfer the required land.</p>		





## Survey Responses

26 July 2022 - 25 May 2023

## Naming of BMX Facility - Submission

## Together Cessnock

Project: Naming of the Cessnock Regional BMX Facility



VISITORS					
28					
CONTRIBUTORS			RESPONSES		
17			17		
0	0	17	0	0	17
Registered	Unverified	Anonymous	Registered	Unverified	Anonymous



Respondent No: 1

Login: Anonymous

Email: n/a

Responded At: Apr 30, 2023 18:47:57 pm

Last Seen: Apr 30, 2023 18:47:57 pm

IP Address: n/a

Q1. Your Name Mitchell Lea

Q2. Your Address

Q3. Email Address

Q4. Your comments on the naming of the BMX Facility

Neville Tomlinson BMX Facility is a fantastic idea and a worthwhile recognition for someone who dedicated their life to helping others in the community.

Q5. Alternatively, you are welcome to upload your submission not answered



Respondent No: 2

Login: Anonymous

Email: n/a

Responded At: Apr 30, 2023 18:53:38 pm

Last Seen: Apr 30, 2023 18:53:38 pm

IP Address: n/a

Q1. Your Name Joshua Tomlinson

Q2. Your Address

Q3. Email Address

Q4. Your comments on the naming of the BMX Facility

I am very proud that this BMX Facility could be named after my dad as he is a life member of the club . which he ran the club for many years until it closed

Q5. Alternatively, you are welcome to upload your submission not answered





Respondent No: 3

Login: Anonymous

Email: n/a

Responded At: Apr 30, 2023 20:28:42 pm

Last Seen: Apr 30, 2023 20:28:42 pm

IP Address: n/a

Q1. Your Name

Nola

Q2. Your Address

Q3. Email Address

Q4. Your comments on the naming of the BMX Facility

I think Neville Tomlinson is a great idea .Local man who raised 10 children in Bellbird ... Had a lot to do with BMX back in the day

Q5. Alternatively, you are welcome to upload your submission

not answered



Respondent No: 4

Login: Anonymous

Email: n/a

Responded At: May 01, 2023 17:45:27 pm

Last Seen: May 01, 2023 17:45:27 pm

IP Address: n/a

Q1. Your Name Bronwyn Morgan

Q2. Your Address

Q3. Email Address

Q4. Your comments on the naming of the BMX Facility

Absolutely agree with the name . A wonderful family and community man . He was amazing and a thorough gentleman always giving his all to his community

Q5. Alternatively, you are welcome to upload your submission not answered



Respondent No: 5

Login: Anonymous

Email: n/a

Responded At: May 01, 2023 18:29:18 pm

Last Seen: May 01, 2023 18:29:18 pm

IP Address: n/a

Q1. Your Name Micheal Kilmurray

Q2. Your Address

Q3. Email Address

Q4. Your comments on the naming of the BMX Facility

Couldn't agree more with the name John has selected especially since Neville was always at the BMX track preparing it for race day being involved with the BMX track if he wasn't running to the fire station. I disagree with the direction of most things this council are doing but definitely nailed this one.

Q5. Alternatively, you are welcome to upload your submission not answered



Respondent No: 6

Login: Anonymous

Email: n/a

Responded At: May 04, 2023 14:07:13 pm

Last Seen: May 04, 2023 14:07:13 pm

IP Address: n/a

Q1. Your Name

Stephenie Tomlinson

Q2. Your Address

Q3. Email Address

Q4. Your comments on the naming of the BMX Facility

Being it my father he worked so many hours getting the track up to where he ran the bmx meetings all the while having 10 children working the local fire station 50 years making sure that all the kids in the community could go there and he would fix there bikes when up there maintaining the grounds with other members when alot of the kids parents were not there to supervise he was really like the bmx baby sitter also like to add that he also help with the maitland Tenabit track and being life member of both clu s so I think it does deserve to be named after him

Q5. Alternatively, you are welcome to upload your submission

not answered



Respondent No: 7

Login: Anonymous

Email: n/a

Responded At: May 15, 2023 18:39:04 pm

Last Seen: May 15, 2023 18:39:04 pm

IP Address: n/a

Q1. Your Name Melinda Munns

Q2. Your Address

Q3. Email Address

Q4. Your comments on the naming of the BMX Facility

Love the suggested name

Q5. Alternatively, you are welcome to upload your submission not answered



Respondent No: 8

Login: Anonymous

Email: n/a

Responded At: May 15, 2023 19:33:10 pm

Last Seen: May 15, 2023 19:33:10 pm

IP Address: n/a

Q1. Your Name

Songlines

Q2. Your Address

Q3. Email Address

Q4. Your comments on the naming of the BMX Facility

Songlines are the Aboriginal walking routes that crossed the country, linking important sites and locations. Before colonisation they were maintained by regular use, burning off and clearing.

Q5. Alternatively, you are welcome to upload your submission

not answered





Respondent No: 9

Login: Anonymous

Email: n/a

Responded At: May 16, 2023 19:56:28 pm

Last Seen: May 16, 2023 19:56:28 pm

IP Address: n/a

Q1. Your Name Steven vernon

Q2. Your Address

Q3. Email Address

Q4. Your comments on the naming of the BMX Facility

The Tristan Reynolds memorial park. Tristan played a huge role in other the bmx and mountain bike community for many many years. Working at biketrax in the main street, lobbying for facilities and competitions and just being an all round supporter of each an every person who put their foot over a bike.

Q5. Alternatively, you are welcome to upload your submission not answered



Respondent No: 10

Login: Anonymous

Email: n/a

Responded At: May 16, 2023 19:59:13 pm

Last Seen: May 16, 2023 19:59:13 pm

IP Address: n/a

Q1. Your Name Sally Paton

Q2. Your Address

Q3. Email Address

Q4. Your comments on the naming of the BMX Facility

Please don't use the word 'facility' it's clinical, not really everyday terminology and just feels weird. Please. Thank you. Bmx complex Bmx track Bmx Park???

Q5. Alternatively, you are welcome to upload your submission not answered



Respondent No: 11

Login: Anonymous

Email: n/a

Responded At: May 16, 2023 20:29:42 pm

Last Seen: May 16, 2023 20:29:42 pm

IP Address: n/a

Q1. Your Name Dane Sweetman

Q2. Your Address

Q3. Email Address

Q4. Your comments on the naming of the BMX Facility

Tristan Reynolds bmx playground.

Q5. Alternatively, you are welcome to upload your submission not answered



Respondent No: 12

Login: Anonymous

Email: n/a

Responded At: May 16, 2023 21:39:34 pm

Last Seen: May 16, 2023 21:39:34 pm

IP Address: n/a

Q1. Your Name Chloe Brush

Q2. Your Address

Q3. Email Address

Q4. Your comments on the naming of the BMX Facility

Naming after Tristan Reynolds, my stepdad. He worked at Bike shop for years and lived and breathed BMX. He was a massive influence on so many people in the Cessnock BMX and skate community

Q5. Alternatively, you are welcome to upload your submission not answered



Respondent No: 13

Login: Anonymous

Email: n/a

Responded At: May 17, 2023 19:25:13 pm

Last Seen: May 17, 2023 19:25:13 pm

IP Address: n/a

Q1. Your Name Jake

Q2. Your Address

Q3. Email Address

Q4. Your comments on the naming of the BMX Facility

Tristan Reynolds BMX park

Q5. Alternatively, you are welcome to upload your submission not answered



Respondent No: 14

Login: Anonymous

Email: n/a

Responded At: May 18, 2023 07:34:46 am

Last Seen: May 18, 2023 07:34:46 am

IP Address: n/a

Q1. Your Name Kevin Fletcher

Q2. Your Address

Q3. Email Address

Q4. Your comments on the naming of the BMX Facility

Fully support the naming proposal. I lived next door to Neville for many years and witnessed the great work he did for the BMX community. Well done John Moores

Q5. Alternatively, you are welcome to upload your submission not answered





Respondent No: 15

Login: Anonymous

Email: n/a

Responded At: May 18, 2023 08:03:38 am

Last Seen: May 18, 2023 08:03:38 am

IP Address: n/a

Q1. Your Name Ben payne

Q2. Your Address

Q3. Email Address

Q4. Your comments on the naming of the BMX Facility

Tristan Reynolds was a figure in the BMX scene my whole life growing up. He supported anyone that wanted to give it a go and brought internationally renowned BMX riders not only to Australia but to our town and his/our tracks. He's the reason I owned a BMX, he's the reason my son owns a BMX. Sadly, he passed away 2 years ago, so this would be the only way to cement his name in the development of our sport and our town.

Q5. Alternatively, you are welcome to upload your submission not answered



Respondent No: 16

Login: Anonymous

Email: n/a

Responded At: May 18, 2023 08:50:07 am

Last Seen: May 18, 2023 08:50:07 am

IP Address: n/a

Q1. Your Name Nikita Stockdale's

Q2. Your Address

Q3. Email Address

Q4. Your comments on the naming of the BMX Facility

Tristan Reynolds R.I.P tristan may you forever ride wherever you are! ♥

Q5. Alternatively, you are welcome to upload your submission not answered



Respondent No: 17

Login: Anonymous

Email: n/a

Responded At: May 18, 2023 12:37:12 pm

Last Seen: May 18, 2023 12:37:12 pm

IP Address: n/a

Q1. Your Name Ayden spurway

Q2. Your Address

Q3. Email Address

Q4. Your comments on the naming of the BMX Facility

Toriko ride

Q5. Alternatively, you are welcome to upload your submission not answered



Symbol	Description
[Symbol]	PROJECT EXTENT
[Symbol]	FLUOROPOLYMER COURT
[Symbol]	BRICK COURT
[Symbol]	CONCRETE PAVING
[Symbol]	CONCRETE PAVING BINDER
[Symbol]	ADORNMENTS AND CORNERS
[Symbol]	NEW CONCRETE SEATING WALL
[Symbol]	450mm Ø x 600mm Ø BENCH SEATS
[Symbol]	450mm Ø x 600mm Ø BENCH OVER STEPS
[Symbol]	NEW TYP
[Symbol]	MAINTENANCE
[Symbol]	TEMPORARY MARQUEES FOR CARPITAL DAYS
[Symbol]	INDICATIVE LOCATION
[Symbol]	EXISTING TREE TO BE RETAINED
[Symbol]	PROPOSED TREE
[Symbol]	EXISTING FENCE TO BE REMOVED
[Symbol]	EXISTING FENCE TO BE RETAINED
[Symbol]	GRASSED SMALL
[Symbol]	PERMANENT FENCING
[Symbol]	FLUOROPOLYMER
[Symbol]	BIT TON OF GRASS (EMBANKMENT)
[Symbol]	SUBGRADE TO TOP OF BANK OR TON/TON
[Symbol]	BUILDING OFF ZONE
[Symbol]	OUTDOOR TABLE AND CHAIRS
[Symbol]	GATE FOR AMBULANCE ACCESS
[Symbol]	MULTIPURPOSE COURT
[Symbol]	RAIN GARDEN
[Symbol]	IRRIGATED GARDENBED

0 2 4 8 12

**PRELIMINARY**

CIVIL & STRUCTURAL ENGINEERING

**NORTHROP**

A. LEVEL 1, 144 GEORGE STREET SYDNEY  
NSW 2000  
P. 02 9241 4100

Client  
CEESNOCK CITY COUNCIL

**CEESNOCK**

A. 60-78 VINCENT STREET  
CEESNOCK NSW 2325 AUSTRALIA  
P. 02 4988 4100

**GROUP USA**

Group USA Pty Ltd ABN 76 001 117 570  
Level 1, 144 George Street Sydney NSW 2000  
T +612 9241 4100 F +612 9241 4100  
architectural interior design urban design landscape  
and associated civil and structural engineering

**Project Title**  
**BOOTH PARK**

**General Arrangement**  
**PLAN**

Scale: 1:500

Drawing Number: 1000000

By: 70

Plotted and checked by: 70

Verified: 00

Approved: 00

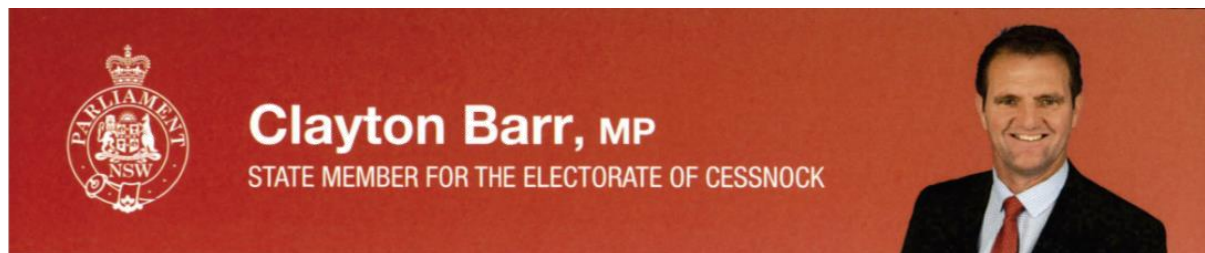
Project No.: Drawing No.: Issue:

**A220540 L-1001 B**

File: File Name

Print: Print

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Our ref: CB2-CessnockCityCouncil-RTra-20230605-1002

5 June 2023

Cr Jay Suvaal  
Mayor  
Cessnock City Council  
PO Box 152  
CESSNOCK NSW 2325

  
Dear Cr Suvaal

Thank you for your recent correspondence (Council's ref: BN12/2023 Doc No.: DOC2023/093368), requesting an update on Transport for NSW's plans, for improvement of the State Road Corridor between Kurri Kurri and Maitland with reference to the solutions identified in Council's 'Heddon Greta – Cliftleigh Corridor Structure Plan'.

Accordingly, representations have been made to the Hon Jenny Aitchison, MP, Minister for Regional Transport and Roads seeking consideration of the issues raised.

I shall contact you again once I have received a response.

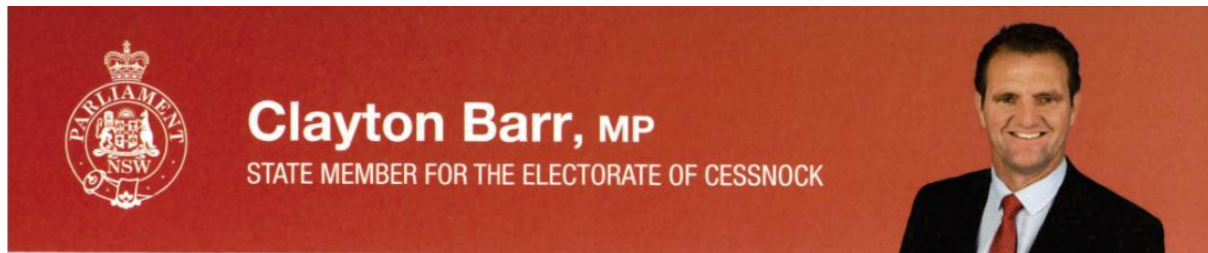
Yours sincerely



CLAYTON BARR, MP  
State Member for the  
Electorate of Cessnock



118 Vincent Street (PO Box 242), Cessnock NSW 2325  
P (02) 4991 1466 F (02) 4991 1103 E [cessnock@parliament.nsw.gov.au](mailto:cessnock@parliament.nsw.gov.au)



Our ref: CB2-CessnockCityCouncil-Pre-20230602-1140

2 June 2023

Cr Jay Suvaal  
Mayor  
Cessnock City Council  
PO Box 152  
CESSNOCK NSW 2325

  
Dear Cr Suvaal

Thank you for your recent correspondence (Council's ref: MM1/2023 Doc No.: DOC2023/089482), in which you raise Council's concerns about the increase in the Emergency Services Levy costs and the impact that this will have on Council.

Accordingly, representations have been made to the NSW Premier, the Chris Minns, MP, seeking consideration of the issues that you have raised.

I shall contact you again once I have received a response.

Yours sincerely



CLAYTON BARR, MP  
State Member for the  
Electorate of Cessnock



118 Vincent Street (PO Box 242), Cessnock NSW 2325  
P (02) 4991 1466 F (02) 4991 1103 E [cessnock@parliament.nsw.gov.au](mailto:cessnock@parliament.nsw.gov.au)





**Our reference:** 23/266

**Contact** Sheridan Rapmund

**T** (02) 9290 8430

**E** [Sheridan\\_Rapmund@ipart.nsw.gov.au](mailto:Sheridan_Rapmund@ipart.nsw.gov.au)

9 June 2023

Cr Jay Suvaal, Mayor  
Cessnock City Council  
62-78 Vincent Street  
Cessnock NSW 2325

via email – [Jay.Suvaal@cessnock.nsw.gov.au](mailto:Jay.Suvaal@cessnock.nsw.gov.au)

Dear Cr Suvaal,

### **The Emergency Services Levy**

Thank you for your recent letter highlighting the issues facing your council and the broader local government sector following the cessation of subsidies from the NSW Government for council contributions to the Emergency Services Levy (ESL).

We understand that this places pressure on councils' budgets for the upcoming financial year, especially as increases in ESL contributions have not been factored into the rate peg since the NSW Government began subsidising the increases.

As the rate peg for 2023-24 used IPART's current methodology, basing changes in the ESL costs on the year 2022-23, this meant ratepayers did not have to pay for increases in ESL through their rates. However, with the removal of the subsidy there will be changes in ESL costs that were not included in the calculation of some previous rate pegs and a need to include ESL changes in future rate pegs.

IPART is currently considering options for addressing these issues and will be in touch with councils to seek information.

As you would be aware, IPART is currently undertaking a [review of the rate peg methodology](#). As part of this review, we are considering ways we can improve the rate peg methodology to more closely reflect changes in ESL costs.

Throughout this review, we have consulted extensively with councils and other stakeholders on a number of issues, including council contributions to the ESL. We have heard from stakeholders about the importance of developing an appropriate mechanism to capture councils' ESL contributions in the rate peg methodology.

We have now released our Draft Report on our review of the rate peg methodology. We have made a draft decision to include a separate council specific adjustment factor for the ESL. The factor would reflect the change in individual council's ESL contributions. This would apply for all councils for which we have access to accurate and timely information on their individual annual ESL contribution. We have heard that some council's may enter cost sharing arrangements for the ESL and may what they actually pay may be different to their ESL invoice. To read more about our Draft decision please refer to our Draft Report on our website.

**Office Address:** Level 16, 2-24 Rawson Place, SYDNEY NSW 2000 **Postal Address:** PO Box K35, Haymarket Post Shop, NSW 1240  
**T** (02) 9290 8400 **ABN** 49 202 260 878 **www** [www.ipart.nsw.gov.au](http://www.ipart.nsw.gov.au)

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We encourage all interested stakeholders to make a submission to our Draft Report. We will also be providing opportunities for further consultation by holding a public hearing to enable stakeholders to express their views and concerns.

Our rate peg review team would like to contact an appropriate representative from the council to discuss its ESL contributions. In particular, we'd like to discuss:

- Whether your council and others in the same rural fire district have a zone/district agreement (or any other arrangements) in place to share the costs of the rural fire service (RFS) component of the ESL contribution that is billed to councils by Revenue NSW.
- If such arrangements exist, how are zone/district agreements or arrangements established, how do they work and what do these arrangements cover (including whether they cover matters other than RFS contributions)?
- Are there any cost sharing arrangements between councils that apply to the Fire and Rescue NSW and State Emergency Service components of the ESL bills received from Revenue NSW?

We will work with stakeholders to develop an appropriate mechanism to capture councils' ESL contributions in the rate peg methodology going forward.

IPART's contact officer for this matter is Sheridan Rapmund, Director – Pricing and Policy, contactable on (02) 9290 8430.

Yours sincerely

9/06/2023

X



Signed by: Carmel Donnelly

Carmel Donnelly PSM  
Chair

**The Hon. Ron Hoenig MP**

Leader of the House in the Legislative Assembly  
Vice-President of the Executive Council  
Minister for Local Government



Your Ref: MMI/2023  
Our Ref: A863546

His Worship the Mayor  
Cr Jay Suvaal  
Cessnock City Council  
PO Box 152  
CESSNOCK NSW 2325

Via email: [council@cessnock.nsw.gov.au](mailto:council@cessnock.nsw.gov.au)

Dear Mayor,

Thank you for your letter of 29 May 2023 about Cessnock City Council's objection to the NSW Government discontinuing its subsidy toward the 2023/24 Emergency Services Levy contributions.

I acknowledge Council's concerns about its financial sustainability and I appreciate you sharing your views on this matter.

While I note Council's position, tough budgetary decisions are being taken across the NSW government sector to ensure the financial sustainability of NSW and to provide priority services and infrastructure to communities and councils.

Council emergency services contributions have not risen since 2019-20 because of the annual ad-hoc subsidy by the former Government. However, at the same time the costs of emergency services has risen significantly. This situation is unsustainable in the current fiscal climate. Due to pressures on the NSW Budget and the lack of funding made available in the forward estimates, the NSW Government is not able to apply a subsidy to council contributions this financial year.

NSW emergency services agencies including Fire and Rescue NSW, NSW Rural Fire Service and the NSW State Emergency Service have long been funded through a three-way cost-sharing arrangement. Local government contributions to the cost of emergency services date back to the 1800s. These costs are a shared responsibility, and we all need to do our part to ensure communities get the services they deserve.

Please be assured that the newly elected NSW Government and the Office of Local Government are committed to supporting the financial capabilities of all local councils across NSW. We have a commitment to implement a review of financial modelling for councils to address concerns about resources and the increasing cost burdens on councils and their residents. The NSW Government is committed to working with the sector to address the financial sustainability of councils into the future.

52 Martin Place Sydney NSW 2000  
GPO Box 5341 Sydney NSW 2001

02 7225 6150  
[nsw.gov.au/ministerhoenig](https://nsw.gov.au/ministerhoenig)

I will continue to advocate on behalf of all NSW local councils for continued financial support to assist with their operational functions.

Yours sincerely,



**The Hon. Ron Hoenig MP**  
Leader of the House in the Legislative Assembly  
Vice-President of the Executive Council  
Minister for Local Government

cc: The Hon. Jihad Dib MP, Minister for Emergency Services