



**ATTACHMENTS  
UNDER SEPARATE COVER**

**ORDINARY MEETING  
27 FEBRUARY 2024**

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## **Officers Reports**

# **EXHIBITION OF PROPOSED VOLUNTARY PLANNING AGREEMENT - RECREATION FACILITIES - GILLIESTON HEIGHTS SOUTH - WALKER CORPORATION**

## **Draft Voluntary Planning Agreement - Walker Corporation - Cessnock Road Gillieston Heights (Under Separate Cover)**

**Meeting Date: 27 February 2024**

**Attachment No: 2**

**Number of Pages: 69**



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planning • environment • local government

**Deed**

**Walker Gillieston Heights South  
Planning Agreement**

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

**Maitland City Council**

**Walker Gillieston Heights Pty Limited**

Date:

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**lindsaytaylorlawyers**

Level 18, Suite 1, 420 George Street, Sydney NSW 2000, Australia  
T 02 8235 9700 • W [www.lindsaytaylorlawyers.com.au](http://www.lindsaytaylorlawyers.com.au) • E [mail@lindsaytaylorlawyers.com.au](mailto:mail@lindsaytaylorlawyers.com.au)

**LTL Pty Limited** trading as **Lindsay Taylor Lawyers** • ABN 78 607 889 887

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## Regulatory Compliance Tables

Table 1 – Provisions of Act

Act Provision	Requirement	Compliance
S.7.4(1)	'Planning Authority'	Maitland City Council
	'Developer'	Walker Gillieston Heights Pty Limited
	Development Application / Modification Application	See definitions of 'Development Application' and 'Modification Application' in clause 1.1 and Item 4.a and 4.b of the VPA Particulars
	Development Contributions	See Part 2 and Development Contributions Table
S.7.4(1), (2)	Public Purpose	See Column 2 of the Development Contributions Table
S.7.4(3)(a)	Land	See Definition of 'Land' in clause 1.1 and Item 1 of the VPA Particulars
S.7.4(3)(b)(i)	Instrument Change	See definition of 'Instrument Change' in clause 1.1 and Item 3 of the VPA Particulars
S.7.4(3)(b)(ii)	Development	See definition of 'Development' in clause 1.1 and Item 2 of the VPA Particulars
S.7.4(3)(c)	Details of Developer's Provision	See Development Contributions Table
S.7.4(3)(d)	Whether s7.11, s7.12 and Subdivision 4 of Division 7.1 of the Act Apply to the Development	See clauses 8.1, 8.3 and 8.3 and Item 7.a, 7.c and 7.d VPA Particulars
S.7.4(3)(e)	Whether benefits under Deed are or are not to be taken into consideration in determining a Development Contribution under s7.11	See clause 8.2 and Item 7.b of the VPA Particulars

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<b>S.7.4(3)(f)</b>	<b>Mechanism for the Resolution of Disputes</b>	See Part 3
<b>S.7.4(3)(g)</b>	<b>Enforcement of the Agreement by a Suitable Means in the Event of Breach by the Developer</b>	See Part 4 and Items 16–20 of the VPA Particulars
<b>S.7.4 (10)</b>	<b>Conformity of Agreement with Act, Environmental Planning Instruments, &amp; Development Consents Applying to the Land</b>	Yes
<b>S.7.5</b>	<b>Public Notice &amp; Public Inspection of Draft Agreement</b>	Yes
<b>S.7.6</b>	<b>Registration</b>	See Part 5
<b>S.6.15(1)(d)</b>	<b>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?</b>	Yes

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Table 2 – Provisions of Regulation

Regulation Provision	Requirement	Compliance
<b>Environmental Planning and Assessment Regulation 2021</b>		
S.203(1)	Form & Subject-Matter	Yes
S.203(7)	Secretary’s Practice Note	Yes
S.204	Public Notice & Public Inspection of Draft Agreement	Yes
S.205	Explanatory Note	See Appendix
<b>Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021</b>		
Ss.21, 34	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?	Yes, see: <ul style="list-style-type: none"> <li>clauses 18.3 and 18.4,</li> </ul>









































































































































## **Officers Reports**

### **HUNTER ESTUARY VIBRANT RIVER EDUCATION GRANT**

#### **Attachment 4 - Lorn Landscape Plan for Plantings (Under Separate Cover)**

**Meeting Date: 27 February 2024**

**Attachment No: 4**

**Number of Pages: 27**





























































## **Officers Reports**

# **FORMER ANAMBAH LANDFILL REMEDICATION AND FUTURE USES OF THE SITE**

## **Attachment 1 - Final Land Use and Remediation Options Assessment (Under Separate Cover)**

**Meeting Date: 27 February 2024**

**Attachment No: 1**

**Number of Pages: 52**





















































































































