

COFFS HARBOUR CITY COUNCIL (COUNCIL)

JON ROBERT WILLIAM TAIT (APPLICANT)

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THIS DEED is made the day of

1. PARTIES

- 1.1 Coffs Harbour City Council ABN 79 126 214 487 of Cnr Coff and Castle Streets, Coffs Harbour, NSW 2450 ("**Council**")
- 1.2 Jon Robert William Tait c/- GHD Level 1, 230 Harbour Drive, Coffs Harbour NSW 2450 ("**the Applicant**").

2. BACKGROUND

- 2.1 The Applicant is the registered proprietor of the Land.
- 2.2 The Applicant has sought a change to an environmental planning instrument and has lodged the Planning Proposal with Council in support of the Rezoning.
- 2.3 The Applicant has voluntarily offered to enter into a planning agreement with Council under section 93F of the Act to provide for a material public benefit by enhancement of the natural environment by implementing vegetation management of the Land in accordance with the VMP.
- 2.4 Council accepts the above offer.
- 2.5 The Applicant has voluntarily agreed to enter into this Agreement.

3. DEFINED TERMS

In this document the following definitions apply:

- 3.1 **Act** means the *Environmental Planning and Assessment Act 1979* (NSW).
- 3.2 **Agreement** means this Agreement and includes any schedules, annexures and appendices to this Agreement.
- 3.3 **Bank Guarantee** means an irrevocable and unconditional undertaking by an Australian Bank to pay the face value of that undertaking (being such amount as is required under this Agreement) on demand.
- 3.4 **Coffs Harbour LEP 2013** means Coffs Harbour Local Environmental Plan 2013.
- 3.5 **Council** means Coffs Harbour City Council.
- 3.6 **GST** has the same meaning as in the GST Law.
- 3.7 **GST Law** has the meaning given to that term 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.
- 3.8 **Land** means Lot 1 DP 777555 known as 1 Hamilton Drive, Boambee NSW 2452.
- 3.9 **Planning Proposal** means the proposal to adjust the existing zone boundaries applying to the Land under Coffs Harbour LEP 2013 generally as identified in the plan set out in

Schedule 1 of this Agreement.

- 3.10 **Registered Proprietor** means the registered proprietor of the Land from time to time.
- 3.11 **Rezoning** means the adjustment of the existing zone boundaries applying to the Land under Coffs Harbour LEP 2013 in accordance with the Planning Proposal.
- 3.12 **Security** means an amount as specified in the VMP for each stage which is to be paid as a Bank Guarantee, without an expiry date, in favour of Coffs Harbour City Council (ABN 79 126 214 487); or a cash bond in such a manner as may be agreed by Council in its absolute discretion.
- 3.13 **VMP** means the Vegetation Management Plan set out in Schedule 2 to this Agreement.

4. OFFER

This document, executed only by the Applicant, is to be read and construed as containing the Applicant's irrevocable offer to enter into this Agreement to cause vegetation management of the Land to be provided in accordance with the VMP, on the terms set out in this Agreement, once the Rezoning has been effected.

5. OPERATIVE PROVISIONS

- 5.1 The parties agree that this Agreement is a planning agreement governed by Subdivision 2 of Division 6 of Part 4 of the Act.
- 5.2 This Agreement takes effect on the date of execution by both parties.
- 5.3 This Agreement applies to the Land.
- 5.4 For the purposes of this Agreement, the Rezoning is effected when the necessary amendment to Coffs Harbour LEP 2013 is made by the Minister for Planning or his delegate (with or without variation of the Planning Proposal).

6. REGISTERED PROPRIETOR'S OBLIGATIONS

- 6.1 The Registered Proprietor must pay the following Securities as set out below (unless other arrangements acceptable to Council are made):
- 6.1.1 the Security for Stage 1 must be paid Within 7 days of the date of this Agreement;
- 6.1.2 the Security for Stage 2 must be paid within 7 days of the development application for the expansion of MI Organics being approved; and
- 6.1.3 the Security for Stage 3 must be paid within 7 days of the cessation of the additional permitted use rights over the Land. .
- 6.2 Upon the Rezoning being effected the Registered Proprietor must (unless other arrangements acceptable to Council are made) cause the VMP to be implemented, including by causing the following to be done (without limitation), by a suitably qualified and experienced bush

regenerator:

Stage 1

- completion of Site Preparation in Stage 1 – within 3 months of the Rezoning being effected;
- completion of initial Planting in Stage 1 – within 6 months of the Rezoning being effected;
- provision to Council of a report on completion of initial Planting in Stage 1 – within 7 days of such completion;
- undertaking of the 5 year period of Maintenance and Monitoring activities in Stage 1 – in accordance with the Schedule in the VMP; and
- provision to Council of reports after each maintenance and monitoring period – in accordance with the Schedule in the VMP.

Stage 2

- completion of Site Preparation in Stage 2 – within 3 months of the existing infrastructure being removed;
- completion of initial Planting in Stage 2 – within 6 months of the existing infrastructure being removed;
- provision to Council of a report on completion of initial Planting in Stage 2 – within 7 days of such completion;
- undertaking of the 5 year period of Maintenance and Monitoring activities in Stage 2 – in accordance with the Schedule in the VMP; and
- provision to Council of reports after each maintenance and monitoring period – in accordance with the Schedule in the VMP.

Stage 3

- completion of Site Preparation in Stage 3 – within 3 months of the existing infrastructure being removed;
- completion of initial Planting in Stage 3 – within 6 months of the existing infrastructure being removed;
- provision to Council of a report on completion of initial Planting in Stage 3 – within 7 days of such completion;
- undertaking of the 5 year period of Maintenance and Monitoring activities in Stage 3 – in accordance with the Schedule in the VMP; and
- provision to Council of reports after each maintenance and monitoring period – in accordance with the Schedule in the VMP.

- 6.3 Words used in clause 6 which are defined in the VMP have the same meaning given in that plan.
- 6.4 If the Rezoning is not effected, Council must repay the Security to the Registered Proprietor within 7 days of receiving notice of the Minister for Planning's determination that the Planning Proposal will not proceed.

7. APPLICATION OF S94, S94A AND S94EF OF THE ACT TO THE DEVELOPMENT

- 7.1 The application of sections 94, 94A and 94EF of the Act to any development on the Land is not excluded under this Agreement.

8. REGISTRATION OF THIS AGREEMENT

- 8.1 The Applicant represents and warrants that he is the registered proprietor of the Land.
- 8.2 The Applicant agrees that he will procure the registration of this Agreement, under the *Real Property Act 1900* (NSW) against the title to the Land in accordance with section 93H of the Act.
- 8.3 The Applicant will, at his expense, promptly after this Agreement is executed, take all practical steps, and otherwise do anything that Council reasonably requires, to procure:
- 8.3.1 the consent of each person who has an estate or interest in the Land;
 - 8.3.2 an acceptance of the terms of this Agreement and an acknowledgment in writing from any existing mortgagee in relation to the Land that the mortgagee will adhere to the provisions of this Agreement if it takes possession of the Land as mortgagee in possession;
 - 8.3.3 the execution of any documents; and
 - 8.3.4 the production of the relevant certificate of title, to enable the registration of this Agreement in accordance with clause 8.2.
- 8.4 The Applicant will, at his expense, take all practical steps and otherwise do anything that Council reasonably requires:
- 8.4.1 to procure the lodgment of this Agreement with Land and Property Information as soon as reasonably practicable after this Agreement is executed but in any event, no later than 35 days after that date; and
 - 8.4.2 to procure the registration of this Agreement against the title to the Land as soon as reasonably practicable after this Agreement is lodged for registration.
- 8.5 The Applicant will provide Council with:
- 8.5.1 evidence of the lodgment of this Agreement in accordance with clause 8.4.1 within 10 business days of such lodgment; and

- 8.5.2 a copy of the relevant folio of the Register and a copy of the registered dealing within 10 business days of registration of this Agreement.
- 8.6 Council will provide a release and discharge of this Agreement so that it may be removed from the folios of the register for the Land (or any part of it) provided that the Registered Proprietor has provided Council with a Statement of Completion by GHD or some other suitably qualified consultant that the VMP has been materially satisfactorily completed.
- 8.7 The Applicant acknowledges and agrees that:
- 8.7.1 this Planning Agreement creates an equitable estate and interest in the Land for the purpose of section 74F(1) of the Real Property Act 1900 (NSW);
- 8.7.2 Council has a sufficient interest in the Land in respect of which to lodge with Land and Property Information a caveat notifying that interest;
- 8.7.3 he will raise no objection to Council entering a caveat in the relevant folio of the register for the Land provided the caveat does not prevent registration of any dealing other than a transfer of the Land; and
- 8.7.4 he will obtain the consent to the lodgment of the caveat of each person who has an estate or interest in the Land.

9. REVIEW OF THIS AGREEMENT

This Agreement is not subject to review, other than in accordance with clause 21.

10. DISPUTE RESOLUTION

- 10.1 This clause applies to any dispute under this Agreement.
- 10.2 Such a dispute is taken to arise if one party gives another party a notice in writing specifying particulars of the dispute.
- 10.3 If a notice is given under clause 10.2 the parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 10.4 If the dispute is not resolved within a further 28 days, the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and must request the President of the Law Society, or the President's nominee, to select a mediator.
- 10.5 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.

11. ENFORCEMENT

- 11.1 Without limiting any other remedies available to the parties, this Agreement may be enforced by the parties in any court of competent jurisdiction.
- 11.2 For the avoidance of doubt, nothing in this Agreement prevents:
- 11.2.1 a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates; or
- 11.2.2 Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.
- 11.3 Without limiting any other remedies available to Council, the Applicant expressly acknowledges and agrees that if at any time the VMP is not implemented in accordance with clause 6.2 Council may in its absolute discretion:
- 11.3.1 cause its own suitably qualified and experienced bush regenerator to complete the implementation of the VMP; and
- 11.3.2 make an appropriation from the Security upon the giving of seven days' notice to the Applicant, in such amount as Council thinks fit.
- 11.4 The amount appropriated by the Council under clause 11.3.2 must be applied towards:
- 11.4.1 the costs and expenses incurred by Council rectifying any default by the Registered Proprietor under this Agreement; or
- 11.4.2 implementing the VMP.
- 11.5 The Applicant acknowledges and agrees that the rights of Council under this Agreement do not derogate from any other rights at law or in equity in relation to any default by the Applicant.
- 11.6 Following the successful completion, and provision of the report to Council for each year (as referred to in 6.2), of the revegetation work for a Stage and providing:
- 11.6.1 the whole of the monies secured under the Security have not been expended; and
- 11.6.2 Council (acting reasonably) is satisfied that there are no actual or contingent liabilities of Council arising as a result of the implementation of the VMP;
- then Council will promptly return the Security for that year within 14 days, or the remainder of the monies secured under the Security (as the case may be), to the Registered Proprietor or as the Registered Proprietor directs.

12. NOTICES

- 12.1 Any notice, consent, information, application or request that must or may be given or made to a party under this Agreement is only given or made if it is in writing and sent in one of

the following ways:

- 12.1.1 delivered or posted to that party at its address set out below,
- 12.1.2 faxed to that party at its fax number set out below, or
- 12.1.3 emailed to that party at its email address set out below.

Coffs Harbour City Council

Attention: The General Manager
Address: Locked Bag 155 Coffs Harbour NSW 2450
Phone: (02) 6648 4000
Fax Number: (02) 6648 4199
Email: coffs.council@chcc.nsw.gov.au

Jon Robert William Tait

Attention: Jon Robert William Tait
Address: c/- Shaun Lawer, GHD Level 1, 230 Harbour Drive Coffs Harbour
NSW 2450
Phone: (02) 6650 5605
Fax Number: (02) 6650 5601
Email: Shaun.Lawer@ghd.com

- 12.2 If a party gives the other party 3 business days' notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other party if it is delivered, posted or faxed to the latest address or fax number.
- 12.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:
 - 12.3.1 if it is delivered, when it is left at the relevant address;
 - 12.3.2 if it is sent by post, 2 business days after it is posted;
 - 12.3.3 if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error-free transmission to the correct fax number.
- 12.4 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.

13. ASSIGNMENT AND DEALINGS

- 13.1 The Applicant must procure from any mortgagee in relation to the Land an acceptance of

the terms of this Agreement and an acknowledgement that the mortgagee will adhere to the provisions of this Agreement if it takes possession of the Land as mortgagee in possession.

- 13.2 Unless the matters specified in clause 13.3 are satisfied, the Applicant is not to do any of the following:
- 13.2.1 transfer, assign or dispose of the whole or any part of their right, title or interest in the Land to any person; or
 - 13.2.2 assign or novate to any person the Applicant's rights or obligations under this Agreement.
- 13.3 The matters required to be satisfied for the purposes of clause 13.2 are as follows:
- 13.3.1 Council being satisfied, acting reasonably, that the proposed transferee is financially capable of complying with the Applicant's obligations under this Agreement;
 - 13.3.2 Council being satisfied that its rights will not be diminished or fettered in any way;
 - 13.3.3 The Applicant has, at no cost to Council, first procured the execution, by the person to whom the Applicant's rights or obligations under this Agreement are to be assigned or novated, an agreement in favour of Council under which that person agrees to comply with all the outstanding obligations of the Applicant under this Agreement; and
 - 13.3.4 Any default by the Applicant under the provisions of this Agreement have been remedied by the Applicant or waived by Council.
- 13.4 The Applicant and the proposed transferee must pay Council's reasonable costs in relation to any assignment or novation of the rights and obligations under this Agreement.

14. COSTS

The Applicant is to pay Council's reasonable legal costs of preparing, negotiating and executing this Agreement.

15. ENTIRE AGREEMENT

This Agreement contains everything to which the parties have agreed in relation to the matters it deals with. 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 Agreement was executed, except as permitted by law.

16. FURTHER ACTS

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 Agreement and all transactions incidental to it.

17. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of New South Wales. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

18. NO FETTER

Nothing in this Agreement 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.

19. REPRESENTATION AND WARRANTIES

The parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

20. SEVERABILITY

20.1 If a clause or part of a clause of this Agreement 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.

20.2 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 Agreement, but the rest of this Agreement is not affected.

21. MODIFICATION

No modification of this Agreement will be of any force or effect unless it is in writing and signed by the parties to this Agreement.

22. WAIVER

22.1 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement does not amount to a waiver of any obligations of, or breach of obligation by, another party.

22.2 A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligations or breach in respect of which it is given. It 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 occasions.

23. GST

23.1 Words used in this clause which are defined in the GST Law have the meaning given in that legislation.

23.2 If GST is payable on a Taxable Supply made under, by reference to or in connection with

this Agreement, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration. This clause does not apply to the extent that the Consideration for the Taxable Supply is expressly agreed to be GST inclusive.

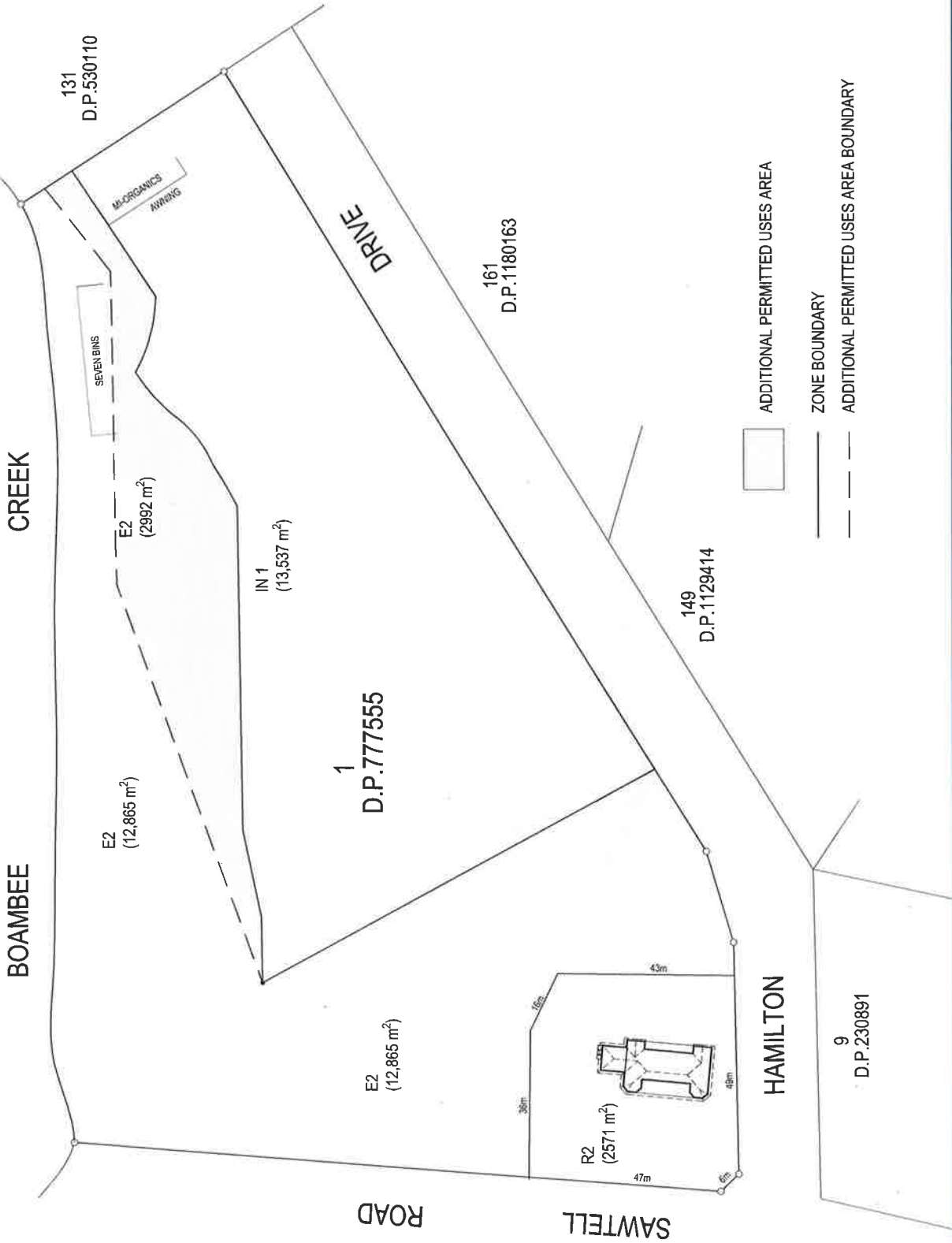
- 23.3 Unless otherwise expressly stated, all prices or other sums payable or Consideration to be provided under or in accordance with this Agreement are exclusive of GST.
- 23.4 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense 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. This clause will continue to apply after expiration or termination of this Agreement.

24. INTERPRETATION

- 24.1 A reference to person includes a reference to a natural person, a company or other legal entity whether acting as a trustee or not.
- 24.2 A reference to a party in this Agreement is a reference to that party in its personal capacity as well as in its capacity as trustee of a trust (if any) and a party is obligated in terms of this Agreement in its personal capacity and in its capacity as trustee for a trust (if any).
- 24.3 A reference to:
- 24.3.1 a person includes the person's executors, administrators, successors, substitutes, including persons taking by novation and assigns; and
- 24.3.2 a group of persons includes them collectively and each of them individually.
- 24.4 An agreement, representation or warranty:
- 24.4.1 in favour of 2 or more persons is for the benefit of them jointly and severally; and
- 24.4.2 on the part of 2 or more persons binds them jointly and severally.
- 24.5 A reference to a gender includes any gender.
- 24.6 The singular includes the plural and vice versa.
- 24.7 The word 'person' includes a firm, a body corporate, an unincorporated association or an authority.
- 24.8 A reference to a document includes any amendment or supplement to or replacement or novation of the document.
- 24.9 Headings are for convenience only and do not affect the interpretation of this Agreement.
- 24.10 References to a statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, documents or other subordinate legislation made under the relevant statute.
- 24.11 A clause number means the respective clause of this Agreement.

- 24.12 President of a body or authority includes a person acting in that capacity.
- 24.13 A thing includes the whole and each part of it. A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- 24.14 'Include' or 'including' when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.
- 24.15 If a party is required to do something, that includes a requirement to cause that thing to be done. If a party is prohibited from doing anything, it is also prohibited from doing or omitting to do anything which allows or causes that thing to be done.
- 24.16 No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement.

SCHEDULE 1 – PLAN IDENTIFYING THE LAND AND PROPOSED ZONE BOUNDARIES



Job Number 22-15475
 Revision C
 Date OCT 2016

MI ORGANICS
 LOT 1 D.P. 777555
 HAMILTON DRIVE, BOAMBEE
PROPOSED ZONING



230 Harbour Drive Coffs Harbour NSW 2450 Australia T 61 2 6650 5600 F 61 2 6650 5601 E cfsmail@ghd.com W www.ghd.com

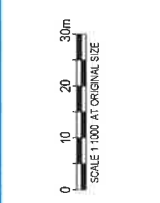


Figure 01

SCHEDULE 2 – VEGETATION MANAGEMENT PLAN (VMP)



Job Number 22-15475
 Revision A
 Date OCT 2017

MI ORGANICS
 LOT 1 D.P.777555
 HAMILTON DRIVE, BOAMBEE
 DETAILED VEGETATION
 MANAGEMENT PLAN

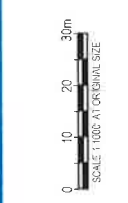
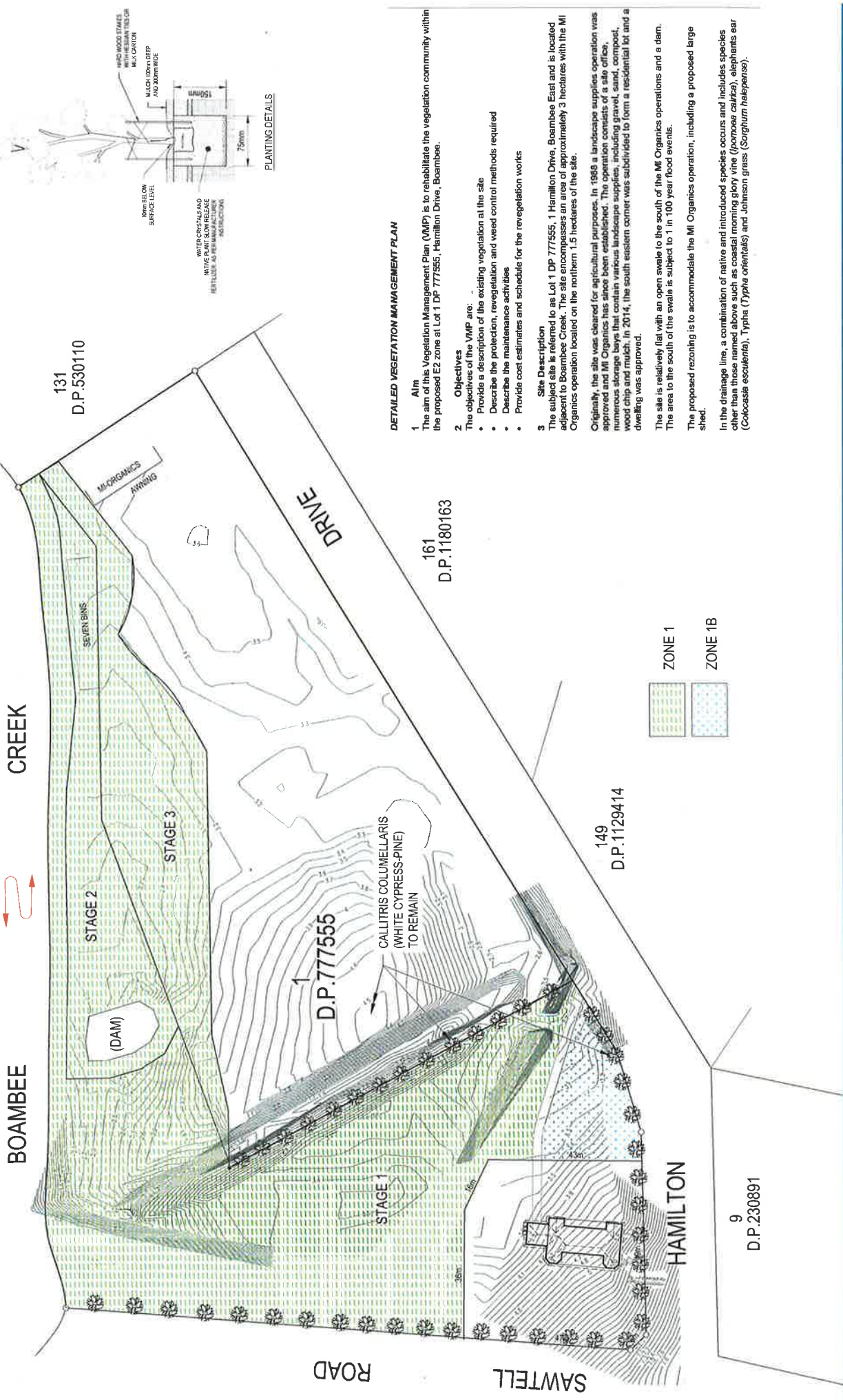


Figure 01



DETAILED VEGETATION MANAGEMENT PLAN

- 1 **Aim**
The aim of this Vegetation Management Plan (VMP) is to rehabilitate the vegetation community within the proposed E2 zone at Lot 1 DP 777555, Hamilton Drive, Boambee.
- 2 **Objectives**
The objectives of the VMP are:
 - Provide a description of the existing vegetation at the site
 - Describe the protection, revegetation and weed control methods required
 - Describe the maintenance activities
 - Provide cost estimates and schedule for the revegetation works
- 3 **Site Description**
The subject site is referred to as Lot 1 DP 777555, 1 Hamilton Drive, Boambee East and is located adjacent to Boambee Creek. The site encompasses an area of approximately 3 hectares with the MI Organics operation located on the northern 1.5 hectares of the site.
Originally, the site was cleared for agricultural purposes. In 1988 a landscape supplies operation was approved and MI Organics has since been established. The operation consists of a site office, numerous storage bays that contain various landscape supplies, including gravel, sand, compost, wood chip and mulch. In 2014, the south eastern corner was subdivided to form a residential lot and a dwelling was approved.
The site is relatively flat with an open swale to the south of the MI Organics operations and a dam. The area to the south of the swale is subject to 1 in 100 year flood events.
The proposed rezoning is to accommodate the MI Organics operation, including a proposed large shed.
In the drainage lines, a combination of native and introduced species occurs and includes species other than those named above such as coastal morning glory vine (*Pomoea calkca*), elephants ear (*Colocasia esculenta*), Typha (*Typha orientalis*) and Johnson grass (*Sorghum halepense*).

4 Description of Existing vegetation

The study area contains one disturbed vegetation type which is considered to be representative of swamp sclerophyll forest, covering an area of 1.4 ha which includes drainage lines and a dam. The species present correspond with the Swamp sclerophyll forest on coastal floodplains of the NSW North Coast, Sydney Basin and South East Corner bioregions – endangered ecological listing (OEH 2014) under the Threatened Species Conservation Act 1995. Adjacent to this vegetation community is the River mangrove low closed forest of the NSW Coastal Bioregions community associated with the riverbank.

Approximately 50 percent of the E2 site is cleared, and mown grasses dominate. In the remainder of the site, the overstorey is dominated by swamp she-oak (*Casuarina glauca*) along Boambee Creek. Radiata pine (*Pinus radiata*) dominates along the drainage line which divides the site. Other canopy species present include broad-leaved paperbark (*Melaleuca quinquevnia*) and swamp mahogany (*Eucalyptus robustus*). The overstorey is estimated to be between 10 and 20 metres high.

The midstorey consists of a mixture of immature canopy species including swamp she-oak and radiata pine. Scrambling weed species constitute the main dense shrub layer at this site and include species such as lantana (*Lantana camara*) and Easter cassia (*Senecio pendula* var. *glabrata*). Other shrub layer introduced species include tree of heaven (*Ailanthus altissima*), wild tobacco plant (*Solanum mauritanium*), mulberry (*Morus alba*), camphor laurel (*Cinnamomum camphora*) and umbrella tree (*Schefflera actinophylla*). Vines species present include the native monkey rope (*Parsonsia straminea*) and introduced balloon vine (*Cardiospermum grandiflorum*).

In the mown areas, the dominant grass species is introduced kikuyu (*Pennisetum clandestinum*) and paspalum (*Paspalum dilatatum*) with scattered herbaceous weeds throughout, such as blue billygoat weed (*Ageratum houstanianum*) and marshmallow (*Malva parviflora*). A row of Cypress pines (*Callitris spp.*) forms a 'hedge' along the northern and southern boundary.

In the drainage line, a combination of native and introduced species occurs and includes species other than those named above such as coastal morning glory vine (*Ipomoea callica*), elephants ear (*Colocasia esculenta*), Typha (*Typha orientalis*) and Johnson grass (*Sorghum halepense*).

5 VMP Stages

The VMP will be implemented in stages, as shown on the plan:

- Stage 1 will be implemented following the rezoning being effected.
- Stage 2 will be implemented following the approval of the expansion of MI Organics and the existing infrastructure being removed.
- Stage 3 will be implemented following the cessation of the additional permitted use rights in the area and removal of the existing infrastructure.

6 Zone 1

The intent of the revegetation is to re-establish the Swamp sclerophyll forest on coastal floodplains of the NSW North Coast, Sydney Basin and South East Corner bioregions community. This is considered to be the vegetation community that originally occupied the site, so it is expected to revegetate successfully. The native species are likely to regenerate when weeds are controlled. To assist the natural regeneration process, revegetation with the species included in Table 1 is recommended.

The actions for Zone 1 are:

- Site preparation including
 - Any erosion control works required to assist with retaining the banks of the creek, drainage line and dam
- Weed control
- Revegetation
- Maintenance

Table 1: Suggested Species List

Species ¹	Density ²	Plant Number		
		Stage 1	Stage 2	Stage 3
Upper storey/canopy				
River she-oak (<i>Casuarina glauca</i>)		130	30	40
Swamp mahogany (<i>Eucalyptus robustus</i>)	1/10m ²	130	30	40
Broad-leaved paperbark (<i>Melaleuca quinquevnia</i>)		130	30	40
Swamp box (<i>Lophostemon suaveolens</i>)		130	30	40
Mid storey				
Green Wattle (<i>Acacia inornata</i>)		215	50	60
Willow Bottlebrush (<i>Callistemon salignus</i>)		215	50	60
Tanbark (<i>Lepidospermum polygalifolium</i> subsp. <i>polygalifolium</i>)	1/4m ²	215	50	60
Large-leaved hop-bush (<i>Dodonaea triquetra</i>)		215	50	60
Sandpaper Fig (<i>Ficus coronata</i>)		215	50	60
Cheesetree (<i>Glochidion ferridifidifolium</i>)				
Lower storey/groundcover				
Blue flax lily (<i>Dianella caerulea</i>)		1000	240	300
Bracken (<i>Pteridium esculentum</i>)		1000	240	300
Kangaroo grass (<i>Themeda australis</i>)	1/1m ²	1000	240	300
Lomandra (<i>Lomandra longifolia</i>)		1000	240	300
Tall sedge (<i>Carex appressa</i>)		1000	240	300
TOTAL		6825	1620	2025

¹ If the recommended species are unavailable consult CHCC for suitable replacement species

² This is the desired density of storey not the density of individual species. It is proposed to be achieved by planting and natural regeneration.

7 Zone 1B

Zone 1B is essentially the same as Zone 1 but it has overhead power lines, includes the access to the dwelling and is adjacent to the dwelling. This means the upper storey/canopy species should not be planted below the power lines or near the boundary of the R2 zone and the density of planting should be less than the remaining Zone 1 area.

8 Site Preparation

The removal of weeds and their seeds from the site is very important to the success of the revegetation works. All weeds and their seeds should be bagged and removed from the site to an appropriate waste facility. The appropriate treatment methods should be employed as described in Table 2 where complete removal is not appropriate.

In areas where infrastructure is removed prior to revegetation, some preparation may be needed, such as loosening the soil, if compacted, and the addition of topsoil or soil ameliorates.

9 Weed Control

Weed control is vital to the success of the revegetation. The noxious and environmental weed species observed at the site and their recommended control methods are provided below. Some plants may require a follow-up treatment. Extra care should be taken when manually removing plants with underground tubers, in order to remove all underground parts and prevent regrowth. The mature pine trees will be cut close to ground level and painted with herbicide.

Weed control with herbicide should always be undertaken during active growing periods. The appropriate amount and application method for herbicides should be achieved through adherence to the directions on the label. Only herbicides approved for use near waterways should be used given the proximity of the site to Boambee Creek.



MI ORGANICS
LOT 1 D.P.777555
HAMILTON DRIVE, BOAMBEE
VMP NOTES

Job Number | 22-15475
Revision | D
Date | OCT 2017

Figure 03

Executed as an Agreement

Executed for and on behalf of Coffs Harbour City Council by its authorised delegate, in accordance with a resolution of the Council dated 9 November 2017:



Signature of authorised delegate

Stephen Charles McGRATH.

Name of authorised delegate



Signature of witness

BRONWYN DANIELLE KEENAN

Name of witness


Executed by Jon Robert William Tait in the presence of:



Signature of Witness

Grahame C Fry

Name of Witness

 22/11/2017

Signature of Jon Robert William Tait

10 Bailey Avenue, Coffs Harbour NSW 2450

Address of Witness