



Planning and Strategy Committee of the Whole

10 March 2021

**UNDER SEPARATE COVER
ATTACHMENTS**

ITEMS 8.2 TO 10.2

**QUEANBEYAN-PALERANG REGIONAL COUNCIL
PLANNING AND STRATEGY COMMITTEE OF THE WHOLE**

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QUEANBEYAN-PALERANG REGIONAL COUNCIL

Planning and Strategy Committee of the Whole Meeting Attachment

10 MARCH 2021

ITEM 8.2 BIG ISLAND PLANNING AGREEMENT - COMMUNITY
CONSULTATION FOLLOWING PUBLIC EXHIBITION

ATTACHMENT 1 DEED OF AMENDMENT

Deed of Amendment

BIG ISLAND MINING PTY LTD (ABN 12 112 787 470)

and

QUEANBEYAN-PALERANG REGIONAL COUNCIL

This Deed is made on _____ 2021 (**Amendment Deed**) between:

BIG ISLAND MINING PTY LTD (ABN 12 112 787 470) of Level 17, 144 Edward Street, Brisbane QLD 4000 (BIM)

and

QUEANBEYAN-PALERANG REGIONAL COUNCIL of 256 Crawford St, Queanbeyan, NSW 2620 (QPRC).

RECITALS

- A. BIM and QPRC entered into a planning agreement under Section 93F (now Section 7.4) of the *Environmental Planning and Assessment Act 1979* on 15 February 2013 (**2013 Agreement**) for the Development.
- B. Since signing the 2013 Agreement, BIM has yet to complete the Development and has agreed with QPRC to vary the 2013 Agreement on the terms set out in this Amendment Deed and as amended in mark-up in the conformed version of the 2013 Agreement at Annexure A.

OPERATIVE PROVISIONS

1. Definitions and interpretation

1.1 Definitions in the 2013 Agreement

Capitalised terms which are not defined in this Amendment Deed but are defined in the 2013 Agreement have the same meaning in this Amendment Deed as in the 2013 Agreement.

1.2 Interpretation

Unless context requires otherwise, the rules of interpretation set out in the 2013 Agreement apply in respect of this Amendment Deed.

2. Operation of Amendment Deed

2.1 Commencement

- a. This Amendment Deed commences on the date that the last party to the Deed executes the Deed.
- b. The last party to execute the deed is to insert the date at the top of this page and, within 5 business day of that date, provide a copy of the executed deed to the other party.

2.2 Amendment of a planning agreement

This Amendment Deed amends the 2013 Agreement in accordance with clause 25C(3) of the Regulation.

3. Amendment

3.1 Amendments to the 2013 Agreement

The 2013 Agreement is amended as shown by the additions and deletions in the marked-up copy of the 2013 Agreement set out in Annexure A to the Amendment Deed.

4. Explanatory Note

4.1 Explanatory Note to Amendment Deed

Annexure B contains the Explanatory Note relating to this Amendment Deed as required by clause 25E of the Regulation.

EXECUTED as a Deed.

Executed as a Deed by **QPRC** in accordance
with Council Resolution [insert] of [date] by:

Signature of []

Chief Executive Officer

Name of [] (print)

Signature of []

Mayor of Queanbeyan-Palerang Regional
Council

Name of [] (print)

SIGNED, SEALED AND DELIVERED by **BIG
ISLAND MINING PTY LTD ABN 12 112 787
470** pursuant to **S.127** of the Corporations
Act by:

Signature of Director

Name of Director (print)

Signature of Director/Secretary

Name of Director/Secretary (print)

Annexure A – Conformed version of the 2013 Agreement

Annexure B – Explanatory Note

QUEANBEYAN-PALERANG REGIONAL COUNCIL

Planning and Strategy Committee of the Whole Meeting Attachment

10 MARCH 2021

ITEM 8.2 BIG ISLAND PLANNING AGREEMENT - COMMUNITY
CONSULTATION FOLLOWING PUBLIC EXHIBITION

ATTACHMENT 2 ANNEXURE A AMENDED PLANNING AGREEMENT

PLANNING AGREEMENT

This Planning Agreement (**Agreement**) is made on ____15th February _____
2013 between:

BIG ISLAND MINING PTY LTD (ABN 12 112 787 470) of Level ~~1710, 350 Collins~~¹⁴⁴
~~Edward Street, Brisbane QLD 400056 Pitt Street Melbourne Vic 3000~~ (**Big Island**)

and

QUEANBEYAN-PALERANG REGIONAL COUNCIL of ~~10 Majara Street, Bungendore~~^{256 Crawford}
~~St, Queanbeyan, NSW 2624~~ (**Palerang**²⁶²⁰ (**QPRC**)).

BACKGROUND

- A. Big Island received Development Consent for Proposal 10-0054 Dargues Reef Gold Project by *Land and Environment Court of New South Wales* on 8 February 2012 to construct and operate the Dargues Reef Gold Mine and associated infrastructure, located at 920 Majors Creek Road, Majors Creek NSW 2622 (the **Development**).
- B. Big Island has agreed to make a Development Contribution for the upgrading by **PalerangQPRC** of sections of ~~the Braidwood to~~ Majors Creek Road which lies, as at the date of this Agreement, within the ~~Palerang Council QPRC~~ Local Government Area, in accordance with the terms of this Agreement. These have been made.
- C. Big Island has agreed to make an annual contribution for the ongoing pavement upkeep along that part of Majors Creek Road which lies between the Development and Araluen Road.
- D. Big Island has agreed to make a contribution for the benefit of the Braidwood Communitycommunity (Section 947.11 Contribution). ~~PalerangQPRC~~ has identified a contribution towards the upgrading of facilities at the Braidwood Recreation Ground as satisfying this condition (being the amount referred to in Clause 55(a), Item C).

OPERATIVE PROVISIONS

1. Planning Agreement under the Act

- (a) The parties agree that this is a planning agreement governed by Subdivision 2 of Division 67.1 of Part 47 of the Act.
- (b) Nothing in this Agreement shall be construed as creating a construction contract between the parties within the meaning of s4 of the *Building and Construction Industry Security of Payment Act 1999*. In particular, and for the avoidance of doubt, the parties acknowledge that any construction work carried out by **PalerangQPRC**, or a third party, under this Agreement is done on behalf of **PalerangQPRC**.

2. Application of this Agreement

The ~~proposed development~~Development is located in the Southern Highlands of NSW approximately 60 kilometres south-east of Canberra and 13 kilometres south of Braidwood. The subject of this Agreement is ~~the public road network~~Majors Creek Road between ~~the Kings Highway at Braidwood~~Araluen Road and the ~~development site~~Development at Majors Creek,

located within the [PalerangQPRC](#) local government area, ~~more specifically identified in Exhibit H to this Agreement,~~ and the Community Benefit Contribution.

3. Definitions

In this Agreement the following definitions apply:

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

Affiliate means any named person or any other person that controls, is under the control of or is under common control with, the named person. As used in this definition, the terms "controls," "under control of" or "under common control with" means the ownership, directly or indirectly, of more than fifty percent of the voting securities of a person or the power to direct the management or policies of a person, whether by operation of law, by contract or otherwise.

Approval means any approvals, consents, certificates, permits, endorsements, licences, conditions or requirements issued by or on behalf of any Authority which are required by Law for the commencement, carrying out or use of the Work.

Consent Authority means the Minister administering the Act; ~~;~~

CPI means the All Groups Consumer Price Index (Canberra) issued by the Australian Statistician; ~~Bureau of Statistics.~~

CPI Indexed for an amount, means the amount as adjusted in line with any adjustment in the CPI; ~~;~~

Development means the Dargues Reef Gold Project proposed by Big Island in its major projects application number 10-0054 ~~and any modifications.~~

Development Consent means consent granted under Part 3A of the Act to the Development; ~~;~~

Development Consent Date means 8th February 2012; ~~;~~

Development Contribution means the amount set out in Clause 5(a), Item A; ~~;~~

Development Entity means Big Island or an Affiliate of Big Island, that will own the Development; ~~;~~

Financial Close means the date on which the Financing Agreements are executed by the Financing Entity and the initial release of funds therefrom are made available to the Development Entity; ~~;~~

~~**Financing Agreements** means all agreements and documents for the financing of the Development;~~

~~**Financing Entity** means collectively, the lender or syndicate of lenders providing the financing for the Development;~~

Force Majeure Event means an event which is beyond the reasonable control of the party affected and which the party has not caused or materially contributed to by its negligent acts or omissions including fire, lightning, explosion, flood, earthquake, riots, natural disaster, sabotage, act of a public enemy, act of God, war (declared or undeclared), blockade, revolution, action or inaction by a Government Authority, radioactive contamination, toxic or dangerous chemical contamination, or force of nature.

It excludes actions arising from Industrial Relations directed solely at the Work.

A party prevented from performing an obligation by an Force Majeure Event must:

- (a) notify the other party within five business days by phone and seven business days in writing of the occurrence of that event and of the effect of that event on the party's ability to perform its obligations under the Agreement; and
- (b) provide such information as reasonably requested by the other party as to its progress in overcoming the effects of the Force Majeure Event.

GST has the same meaning as in the GST Law¹².

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 GST¹².

Party means a party to this Agreement, including their successors and assigns¹².

Regulation means the *Environmental Planning and Assessment Regulation 2000*¹².

Section 947.11 Contribution means a community benefit payment towards public amenities the upgrade of Braidwood Recreation Ground pursuant to section 947.11 of the Act, as set out in Clause 5(a), Item C.

Majors Creek Road means that part of Majors Creek Road which lies, as at between the date of this Agreement, within the Palerang Council Local Government Area, Development and is set out in Exhibit I, the intersection with Araluen Road.

Mine Commencement Date means the date development of the mine physically starts (at this stage 11 February 2013), recommenced, being 18 May 2018.

Work means the upgrade of specified sections of the local public road network between Braidwood and Majors Creek to address road safety issues and pavement damage that will arise from transport of resources to the mine and the haulage operations of concentrate from the mine.

Work Commencement Date means the date PalerangQPRC will commence any of the Work as specified in 5A Clause 5(a) Item A (i) —.

4. Interpretation

In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- (b) 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.
- (c) If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
- (d) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.

- (e) A reference in this Agreement to any law, legislation or legislative provision is a reference to that law, legislation or legislative provision in its form as at the date of this Agreement.
- (f) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- (h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (i) 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.
- (j) 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.
- (k) References to the word 'include' or 'including' are to be construed without limitation.
- (l) A reference to this Agreement includes the agreement recorded in this Agreement.
- (m) A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- (n) Any schedules and attachments form part of this Agreement.

5. Obligations

The Parties' obligations under this Agreement are as follows:

- (a) Subject to Clause 77 and this Clause 55, Big Island has made, or will make, the following payments to QPRC:

Ref	Payment type	Amount	Timing of Payment
A	Development Contribution:		
(i)	For road upgrading works along the haulage route to/from the mine, including widening of seal over crests and around curves and line marking of Majors Creek Road.	\$559,000 Pavement widening	Paid Invoiced on monthly basis in 6 equal instalments from Work Commencement Date
		\$15,000 Line marking	Payment on completion of workPaid
(ii)	For pavement upkeep during mine construction	\$78,000	Paid Paid within 30 days of Mine Commencement date
	Subtotal	\$652,000	

Ref	Payment type	Amount	Timing of Payment
B	Annual payment towards ongoing pavement upkeep along <u>a</u> haulage route and towards improvements to intersections if possible within <u>that part of Majors Creek Road which lies between the limit of funds the Development and Araluen Road.</u>	\$78,000 <u>92,820</u>	First payment due on the first anniversary of initial payment <u>Initial payment was made on 30 June 2020. Subsequent payments to be made annually on 1 July thereafter until completion of concentrate shipment from the Development.</u>
C	Section <u>947.11</u> Contribution: Community benefit payment towards upgrade of Braidwood Recreation Ground.	\$375,000 <u>446,250</u>	Within 4 weeks of tax invoice to be issued by Council after 31 January 2014. Within 28 days of a tax invoice being issued by QPRC after the execution of the Deed of Amendment by both parties.
D	Payment for disposal of putrescible waste at Braidwood landfill (Strictly no waste to be taken to other Council landfills)	\$120 per tonne New rate to be determined following closure of landfill and replacement with waste transfer station.	invoiced per use; monthly or other period. No longer applicable from 1 July 2020 as facility unable to take waste from the Development

- (b) All payments are subject to receipt of a tax invoice from Palerang QPRC pursuant to the GST law.
- (c) At or before the date for payment specified in this clause, QPRC will issue a tax invoice to Big Island for payment of the contribution amount owing.
- (d) Big Island must pay any invoice issued by QPRC within the later of 14 days of receipt of the tax invoice or the date for payment specified in this clause.
- (e) A contribution is not taken to have been made until QPRC has received the full cleared funds in its account.
- ~~(e)(f)~~ The payment amounts indicated in the table are GST exclusive figures.
- ~~(d)(g)~~ Big Island agrees that the payments in ~~Clause 55(a) Item A, 55(a) Item B and 55(a) Item C~~ are to be CPI Indexed with effect on and from ~~March 2010~~September 2019 until such time as they are paid. The CPI Indexed amount as at the payment date will be the amount due and payable, ~~noting that the CPI index (Canberra) at March 2010 was 171.7.~~

Palerang

(e)(h) QPRC will:

- (i) not commence the Work prior to the date the conditions precedent in clause ~~7.7~~ have been satisfied;
- (ii) carry out the Work, in a proper and workmanlike manner;
- (iii) carry out the Work to practical completion within six (6) months of Work Commencement Date;
- (iv) provide tax invoices to Big Island as required and pursuant to GST law; and
- (v) provide, if requested by Big Island, records of financial transactions in respect of the works completed, with such detail as may reasonably be required to satisfy Big Island as to their veracity; and.

6. Application of ~~s93s7.4~~ and ~~s94s7.11~~ of the Act to the Development

(a) This Agreement does not exclude the application of section 7.24 of the Act to the Development.

(a)(b) Any benefits provided by Big Island under this agreement ~~must not~~ are to be taken into consideration for the purpose of section ~~94(6)7.11~~ of the Act.

(b)(c) This Agreement ~~excludes~~ does not exclude:

~~1. the application of section 94 of the Act to the extent that it relates to the provision, upgrading or maintenance of public roads; and~~

(i) the application of section ~~94A~~7.11 of the Act; and

(i)(ii) the application of section 7.12 of the Act to the Development.

7. Conditions Precedent

- (a) The parties' obligations under this Agreement are conditional upon the following conditions precedent being fulfilled:
 - (i) Development physically commencing. Meaning the actual commencement of the development of the Mine, including commencement of Access Rd. (Mine Commencement Date)).

8. Co-operation

The parties agree to exercise their respective rights under this Agreement only for a bona fide reason and will not do, or omit to do, any act capriciously.

9. Agreement of the parties

Where the provisions of this Agreement require the further agreement of the parties in relation to a particular matter, each party will nominate representatives (**Party Representative**) to negotiate in good faith to reach agreement.

10. Dispute Resolution

- (a) If any dispute arises between the parties in relation to the subject matter of this Agreement, the party claiming the dispute must give the other party notice setting out the details of the dispute and the dispute will in the first instance be referred for resolution to the Party Representatives or other representatives of the parties nominated for this purpose. Failing resolution of a dispute within a reasonable time, having regard to its nature and materiality (but in any event within one month), it will be referred to the senior executive of each of the parties with authority to resolve that dispute on its behalf. The senior executives will endeavor to resolve the dispute as soon as reasonably practicable after it is referred to them (but in any event within one month).
- (b) If the parties cannot resolve the dispute within that period, they must refer the dispute to a mediator if one of them requests.
- (c) If the parties to the dispute cannot agree on a mediator within seven days after a request under clause (b), the chairman of [LEADR Resolution Institute](#) (currently of Level ~~9, 2/13-15-17 Young Bridge~~ St, Sydney NSW 2000) or the chairman's nominee will appoint a mediator.
- (d) The role of a mediator is to assist in negotiating a resolution of the dispute. A mediator may not make a binding decision on a party to the dispute except if the party agrees in writing.
- (e) Any information or documents disclosed by a party under this clause 10:
 - (i) must be kept confidential; and
 - (ii) [may only be used to attempt to resolve the dispute.](#)
- (f) Each party to a dispute must pay its own costs of complying with this clause 10. The parties to the dispute must equally pay the costs of any mediator.
- (g) A party to a dispute may terminate the dispute resolution process by giving notice to each other after it has complied with clauses 10(b) to 10(d). Clauses 10(e) and 10(f) survive termination of the dispute resolution process.
- (h) If a party to a dispute breaches clauses 10(b) to 10(g), the other parties to the dispute do not have to comply with those clauses in relation to the dispute.

11. [Enforcement](#)

- (a) [Big Island agrees to provide a bank guarantee for the benefit of QPRC in the amount of \\$96,000 \(**Security**\) to secure the payment by Big Island of the contributions set out in clause 5\(a\).](#)
- (b) [Big Island is to provide the Security to QPRC within 28 days of the execution of the Deed of Amendment by both parties1-March-2021.](#)
- (c) [QPRC may call upon and apply the Security to remedy a failure by Big Island to pay any contribution amount as required by clause 5\(a\).](#)

- (d) If QPRC calls upon the Security or any portion of it, QPRC may, by written notice to Big Island, require Big Island to provide a further or replacement Security, which, in total, does not exceed the amount that Big Island is required to provide pursuant to clause 11(a).
- (e) QPRC must release and return the Security, or any unused part of it, to Big Island within 10 business days of Big Island making its final payment pursuant to clause 5(a).
- (f) If, as the result of Big Island defaulting in its obligations under this ~~Agreement~~Deed, the Council incurs costs or expenses which exceed the amount of the Security then the Council may:
 - (i) issue an invoice to Big Island for payment of those additional costs; and
 - (ii) recover those costs as a debt due to it in a court of competent jurisdiction.

11.12. Commencing the Work

- (a) Big Island will notify ~~Palerang~~, QPRC in writing of the Mine Commencement dateDate.

~~Palerang will complete the work in 5A (i) within 10 months after Mine Commencement date~~Palerang
- (b) QPRC will commence the road maintenance referred to in 5A (ii) clause 5(a) Item B after payment is received. The work in ~~5A (ii) clause 5(a) Item B~~ is ongoing over a 12 month period.

- 1. ~~Palerang must notify Big Island 21 days prior to the Work Commencement Date of the Work Commencement Date for works in 5A (i). Such notice must clearly state:~~
 - 1. ~~the Work Commencement Date (subject always to Clause 7);~~
 - 2. ~~the name of the party undertaking the Work; and~~
 - 3. ~~the time frame for completion.~~
- (c) If for any reason the Work Commencement Date is delayed then ~~Palerang~~QPRC must notify Big Island accordingly.

12. Default and Termination

- 1. ~~If a party defaults in the performance of any of its material obligations under the Agreement and fails to remedy the default within thirty days' notice in writing from the other party (Non-Defaulting Party), the Non-Defaulting Party may:~~
 - 1. ~~by notice, terminate the Agreement; or~~
 - 2. ~~suspend payment for the Work.~~
- 1. ~~At any time Big Island may, at its sole discretion, pay to Palerang the Development Contribution adjusted to reflect any amounts already paid and any changes in the~~

~~Index between the Development Consent Date and the date of payment, in full and final satisfaction of all Big Island's obligations under this Agreement.~~

~~2. Termination or expiration of the Agreement is without prejudice to the accrued rights and obligations of the parties.~~

13. Notices

(a) 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:

- (i) Delivered or posted to that Party at its address set out below.
- (ii) Faxed to that Party at its fax number set out below.
- (iii) Emailed to that Party at its email address set out below.

Council

Attention: The ~~General Manager~~Chief Executive Officer
Address: 10 Majara Street, Bungendore NSW 2621
Fax Number: (02) ~~6238 1290~~ 6285 6223
Email: councilrecords@palerang@gprc.nsw.gov.au

Developer

Attention: ~~General Manager Greg Cozens~~ Project Manager Paul Rouse
~~Director~~
Address: ~~Big Island Mining Pty Ltd~~Dargues Gold Mine
~~C/o Unity~~Big Island Mining Pty Ltd
~~Level 17, 1444 Edward Street, Brisbane QLD 4000~~
Fax Number: ~~(03) 8622 2399~~
Email: ~~greg@cortonaresources.com.au~~
office@aureliametals.com.au
DGM.Info@divminerals.com.au

(b) If a Party gives the other Party 3 business ~~days~~days' notice of a change of its address .email, 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.

- (c) Any notice, consent, information, application or request is to be treated as given or made at the following time:
 - (i) If it is delivered, when it is left at the relevant address.
 - (ii) If it is sent by post, 2 business days after it is posted.
 - (iii) 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.
- (d) 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.

14. Assignment

- (a) Except as provided below, the negotiated agreement shall not be assignable by Big Island or [PalerangQPRC](#) or their respective successors or permitted assigns without the prior written consent of the other party thereto, which consent shall not be unreasonably withheld.
- (b) Notwithstanding clause [14-114\(a\)](#), Big Island may assign this Agreement without the consent of [PalerangQPRC](#) to a:
 - (i) Development Entity; or
 - (ii) Financing Entity (including assigning via a Development Entity) as security for the Financing Entity under the Financing Agreements or an assignment by the Financing Entity in enforcement of its security,and [PalerangQPRC](#) shall execute any assignment or novation agreement reasonably required by Big Island to give effect to the assignment or novation, provided that [PalerangQPRC](#) shall have the same rights and obligations in relation to the Development Entity or Financing Entity which it had in relation to Big Island.

15. Costs

Each party is to bear its own costs of preparing, executing, stamping and registering the Agreement.

16. Entire Agreement

This Agreement contains everything to which the Parties have agreed in relation to the matters dealt 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.

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 [PalerangQPRC](#) 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. Representations 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

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. 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

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 obligation of, or breach of obligation by, another Party. 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 obligation 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 occasion.

23. Liability and Indemnity

Big Island shall not be liable to [PalerangQPRC](#), or to any other person (whether in contract, tort, under statute, at law, in equity or otherwise) for any:

(a) loss of profits;

(b) liability to third parties; or

~~(b)~~(c) without limitation to paragraphs (a) and (b), any indirect, special, incidental or consequential loss or damage,

suffered or incurred in connection with the Work by any person.

24. Force Majeure

Neither party is liable for delay or failure to perform its obligations pursuant to this Agreement, if such delay and failure is caused by a Force Majeure Event, provided the party has used its reasonable endeavors to overcome or mitigate the effects of the Force Majeure Event. If a delay or failure to perform its obligations is caused by or is anticipated due to a Force Majeure Event, the performance of that party's obligations will be suspended. If performance is delayed by a Force Majeure Event for more than 3 months and the parties have not agreed upon a revised basis for continuing performance at the end of the delay, then either party may terminate this Agreement by not less than 30 days written notice to the other party.

25. Approvals and Consent

- (a) Nothing in this Agreement shall be construed to give [PalerangQPRC](#) the power to compel Big Island to carry out the Development.
- (b) The Parties acknowledge that:
 - (i) except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party;
 - (ii) a Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions; and
 - (iii) this Agreement does not impose any obligation on a Consent Authority to:
 - (A) grant an approval under the Act; or
 - (B) exercise any function under the Act in relation to a change in an environmental planning instrument.

26. GST Law

If any party reasonably decides that it is liable to pay GST on a supply made to the other party under this Agreement and the supply was not priced to include GST, then the Recipient of the supply must pay an additional amount equal to the GST on that supply.

SIGNED AND DELIVERED by PALERANG COUNCIL by:

Signature of []

Signature of []

Name of [] (print)

Name of [] (print)

SIGNED AND DELIVERED by **BIG ISLAND MINING PTY LTD ABN 12 112 787 470**
pursuant to **S.127 of the Corporations Act**
by:

Signature of Director

Signature of Director/Secretary

Name of Director (print)

Name of Director/Secretary (print)

Exhibit:

1. Area where Works are required.
2. Road Standards

EXHIBIT I

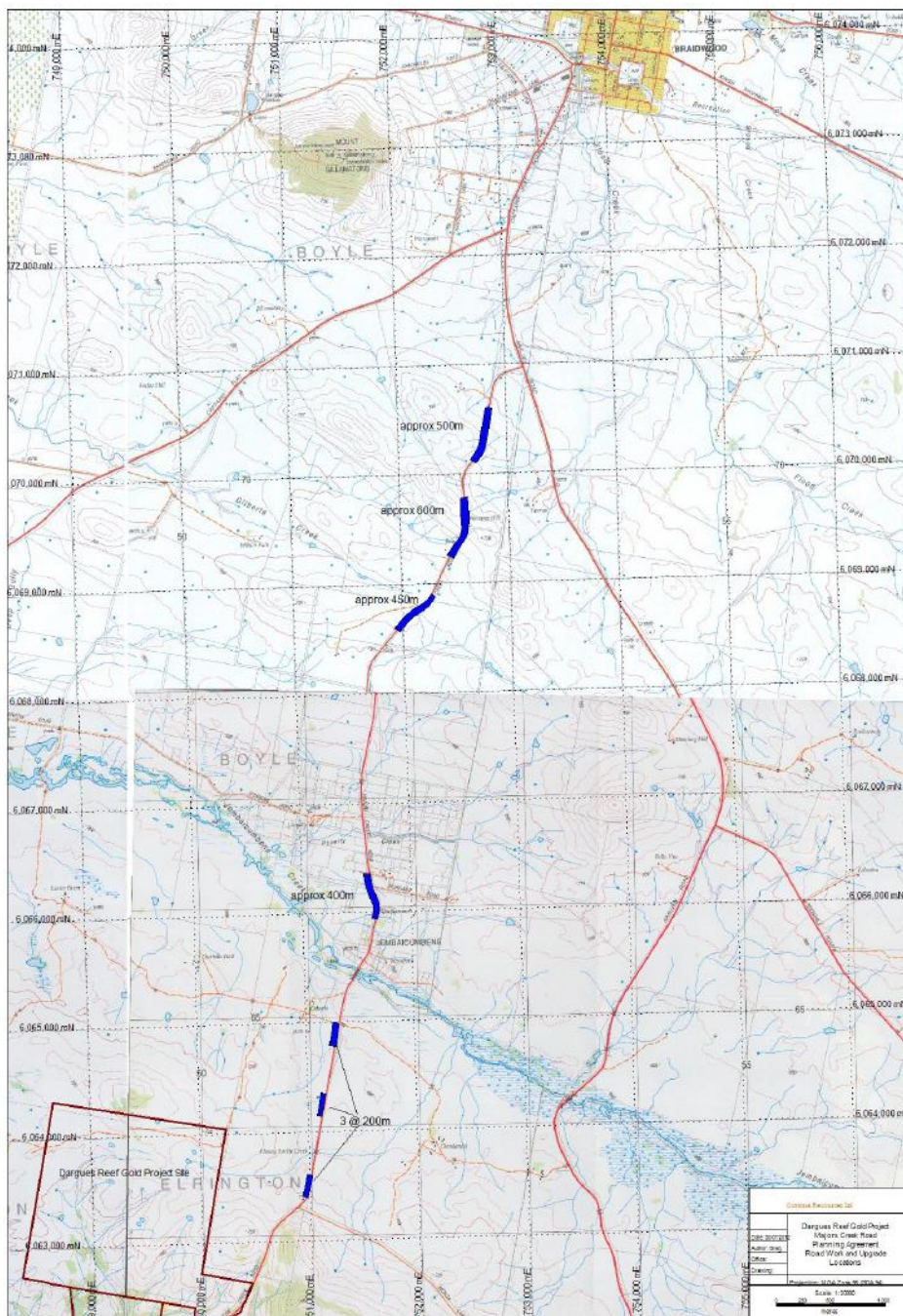


EXHIBIT 2

PALERANG COUNCIL

ROAD ACCESS REQUIREMENTS

FOR

**RURAL, RURAL RESIDENTIAL AND
ENVIRONMENTAL PROTECTION
ZONES**

ADOPTED BY COUNCIL – 27 JULY 2004

REQUIREMENTS EFFECTIVE FROM – 17 AUGUST 2004

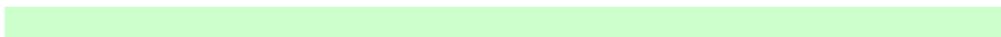


TABLE 2 – RURAL RESIDENTIAL RURAL AND ENVIRONMENTAL PROTECTION ZONE ROAD STANDARD SCHEDULE

ROAD TYPE	1	2	3	4	5	6	7	8	9	10
Category/Purpose	Single Lot Access (A)	Residential Access	Residential Access	Local Access	Cul-de-Sac (L)	Cul-de-Sac Local Access (L)	Cul-de-Sac Local Access (L)	Local Access	Collector	Arterial
Nearest Road Type under Previous Standards Y (Yarrowlumla) T (Tallaganda)	1a (+1b)(Y) 7 (T)	2 (Y) 6 (T) 3 (TDCP)	3 (Y) 5 (TS94) 3 (TDCP)	8/9 (Y) 4 & 3 (TS94) 2 (TDCP)	4A1 (Y)	4A2 (Y) 1 (TDCP)	4B (Y)	5 & 10 (Y) 3 & 2 (T)	6 (Y) 2 (T)	7 (Y)
Potential Number of Lots Served	1	2-3	4-5	6-17	1-8	9-17	18-39	40-99	100-300	>300
VPD (aadtt)/Lot	7	7	7	7	7	7	7	7	7	7
Potential Traffic Volumes (vpd aadt)	7	8-21	22-35	36-119	1-56	57-119	120-273	274-693	700-2100	>2100
Applicable Zoning Rural Residential (RR) Rural and Other non RR (R)	RR & R	RR & R	RR & R	R	RR	RR	RR & R	RR & R	RR & R	RR & R
Pavement Width (m) [`]	3.0 (with passing bays) (M)	4.7	5.6	7.0	6.5	6.5	7.0	7.5	9.0	10.0
Minimum Verge Widths (C)										
a. Embankments	-	-	-	0.3	0.3	0.3	0.3	0.5	0.5	1.0
b. Cuttings	-	-	-	1.25	1.25	1.25	1.25	1.5	2.0	2.0
Minimum Seal Width Requirements (D)										
a. Lanes (m)	-	-	-	-	1 @ 4	2 @ 2.8	2 @ 3.0	2 @ 3.0	2 @ 3.25	2 @ 3.5
b. Shoulders (m)	-	-	-	-	-	-	-	2 @ 0.5	2 @ 0.5	2 @ 0.5
c. Total (m)	-	-	-	-	4.0 (B)	5.6	6.0	7.0	7.5	8.0
Nominal Road Reserve Width (m) (E) (F)	10	15	15	20	20	20	20	25	30	30
Design of Alignment										
a. General minimum design speed (kph) (G)		40	40	60	60	60	60	70	80	80
b. Desirable minimum horizontal curve radius (m) (H)		-	-	90	90	90	90	150	220	240
Maximum Grade % (I)										
a. If unsealed surface using erosion resistant gravels	15	15	15	12	-	-	-	-	-	-
c. If unsealed surface using sandy decomposed granite	7	7	7	7						
b. If sealed surface	20	20	20	18	16	14	12	12	12	12
Drainage Design Frequency (i)	-	1	2	20	20	20	20	50	100	100
(ii)	-	1	2	10	10	10	10	25	50	50
1 in Years (J) (iii)	-	1	2	5	5	5	5	10	20	20
(iv)	-	1	2	2	2	2	2	5	10	10
Minimum Basecourse Thickness (mm) (K)	75	100	100	150	150	150	150	150	200	200
Design Traffic Loadings (ESAs)										

a.	attributable to each lot	2 x 10 ³	2 x 10 ³	2 x 10 ³	2 x 10 ³	2 x 10 ³	2 x 10 ³	2 x 10 ³	2 x 10 ³	2 x 10 ³	2 x 10 ³
b.	for maximum lots allowed	2 x 10 ³	4 x 10 ³	1 x 10 ⁴	3.4 x 10 ⁴	1.4 x 10 ⁴	3.4 x 10 ⁴	7.8 x 10 ⁴	2 x 10 ⁵	6 x 10 ⁵	1 x 10 ⁶
c.	with minimum allowance for through traffic	2 x 10 ³	4 x 10 ³	1 x 10 ⁴	3.4 x 10 ⁴	1.4 x 10 ⁴	3.4 x 10 ⁴	8.6 x 10 ⁴	2.2 x 10 ⁵	6.6 x 10 ⁵	1.1 x 10 ⁶

VPD

AADT

ESAs

ROW

Vehicles per day

Average Annual Daily Traffic

Equivalent Standard Axles

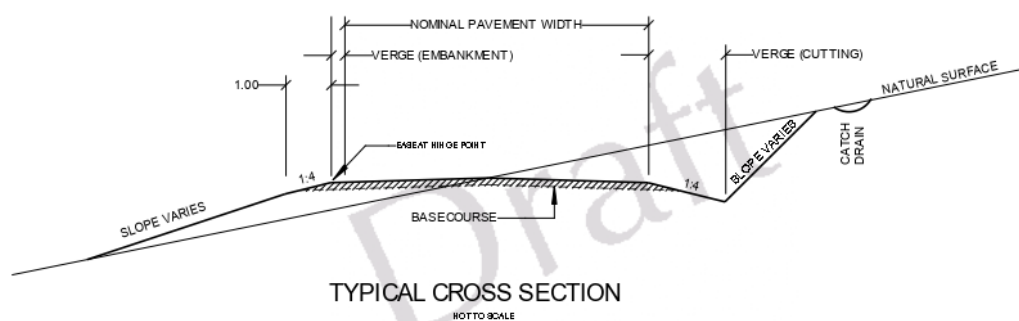
Right of Way

NOTES:

- A Design speed, horizontal and vertical geometry not specified for Type 1 road. These roads are to be aligned to minimise impact on, or interference/disturbance of native vegetation (trees, grasses, plants etc) water courses, rock outcrops, archaeological and heritage sites. Vertical geometry is to follow the natural surface and avoid cuts/fills deeper/higher than 0.5 metre as far as practicable. Longitudinal table drains where needed are to be as small as practicable and are to be turned out to level spreaders at 20 metre (max) intervals or terminated at cross drainage culverts/causeways at 50 metre (max) intervals.
- B A 4m bitumen seal will only be accepted if alignment allows 120m or greater sight distance along the pavement from car to car to allow motorists approaching each other sufficient reaction time to safely avoid conflicts by sharing the one lane seal; otherwise a minimum seal of 5.6m wide will be required (e.g. over crests and around tight curves).
- C Verge widths adjacent to carriageway as defined in Typical Cross Section illustrated below. Where not specified in table keep to minimum practicable.
- D Bitumen sealing of Type 1, 2, 3 and 4 roads will be required to address dust impact under the following circumstances:
- a. Where new roads are constructed:
 - (i) on a private road where the centreline of the road is within 50m of the near edge of a building envelope or the walls of an existing or proposed dwelling.
 - (ii) on a public road where the centreline of the road is within 100m of the near edge of a building envelope or an existing or proposed dwelling.
 - (iii) where bitumen sealing is required at more than one location under i or ii above, the bitumen sealing shall be linked between each site if the distance between the edge of sealing at each site is less than 200m.
 - b. Where use is made of existing roads:
 - (i) where any single or staged subdivision or development results in a significant increase in traffic the applicant will be required to construct to a bitumen sealed standard any existing gravel road where any existing residence or building envelope lies within 100m of the centreline of the road(s) over which access is being gained to serve the new subdivision development. A significant increase in traffic shall mean:

a) for Type 2 Roads	≥ 1 extra lot
b) for Type 3 Roads	≥ 2 extra lots
c) for Type 4 Roads (not already sealed)	≥ 4 extra lots
d) for Type 5, 6, 7, 8, 9, 10 Roads	≥ 25% increase in existing traffic
- E A reduction in the road reserve width may be permitted in flatter terrain if it can be demonstrated that the road formation, cut and fill batters, drainage, lateral clearances at top and bottom of batters of at least 2.5m and necessary horse trails and services can be adequately incorporated within the road boundaries.
- F Stock proof fencing shall be provided along road reserves in accordance with Cl 12 of YSC Rural & Rural Residential DCP (June 2002) and as amended.
- G Lower or higher designs speed may be specified in special circumstances of topographical and/or environmental conservation constraints/circumstances. Road alignments shall be designed so as to ensure a consistent or gradually changing speed environment so that each curve is not incongruous with the adjoining curves thereby 'trapping' unwary drivers. In this regard where terrain or environment dictate a reduction in speed environment, geometric elements connecting the two speed environments should be designed with appropriate design speeds to provide a speed transition between elements of not more than 15-20 km/h. All curves and crests which have a design speed less than the posted speed limit shall be provided with appropriate speed warning signs on each approach.
- H Larger minimum curve radii may be necessary in situations where drivers' lines of sight for stopping sight distance and/or safe sight distances to intersections and property entrances are outside the vegetation clearing zone as detailed in Council's roadside vegetation management policy.

- I Permanent erosion protection, sediment control and revegetation is to be designed and constructed to protect disturbed surfaces along and adjacent to roadsides, table drains and drainage structures in accordance with sound drainage design and environmental conservation principles and practices. For gravel roads, a small increase in maximum grade may be accepted if road over steeper section is finished with a non-erodible or bitumen sealed pavement.
- J Adequate provision shall be made for overtopping in accordance with AUSTROADS 'Bridge Design Code'.
- (i) Bridge Structure with effective waterway area $> 30\text{m}^2$)
 - (ii) Major Culvert Structure with effective waterway area $> 3 < 30\text{ m}^2$)
 - (iii) Minor Culvert Structure with effective waterway area $< 3\text{ m}^2$))
 - (iv) Catch Drains
- K Pavement design, materials and construction to be in accordance with AUSSPEC #1, which refers to specific publications.
- L Cul-de-sac Roads shall be provided with end turning circles in accordance with Fig 4A. A 2.5m clearance from top/bottom of cut/fill batters shall be provided.
- M The provision of the driveway is to comply with the requirements for vehicle passing and clear zones adjacent to and above the road, as set out in Planning NSW document, Planning for Bushfire Protection, December 2001, Clause 4.3.2.



QUEANBEYAN-PALERANG REGIONAL COUNCIL

Planning and Strategy Committee of the Whole Meeting Attachment

10 MARCH 2021

ITEM 8.2 BIG ISLAND PLANNING AGREEMENT - COMMUNITY
CONSULTATION FOLLOWING PUBLIC EXHIBITION

ATTACHMENT 3 ANNEXURE B EXPLANATORY MEMORANDUM

Explanatory Note

Environmental Planning and Assessment Regulation 2000 (EP&A Regulation)
(Clause 25E)

Draft Amendment Deed amending Planning Agreement

On 15 February 2013, the Parties entered into a Planning Agreement (**2013 Agreement**) under s 93F (now s7.4) of the *Environmental Planning and Assessment Act 1979 (Act)*. The Amendment Deed proposes to amend the 2013 Agreement pursuant to clause 25C(3) of the EP&A Regulation (**Amended Planning Agreement**).

Parties

Queanbeyan- Palerang Regional Council of 256 Crawford Street, NSW 2620 (**QPRC**)

BIG ISLAND MINING PTY LTD ABN 12 112 787 470 of 144 Edward Street, Brisbane QLD (**Big Island**)

Description of the Land to which the Draft Amendment Deed and the Amended Planning Agreement apply

The land comprising the Development is shown in the map at Annexure A to this Explanatory Note titled "Figure 3".

The Draft Amendment Deed and the Amended Planning Agreement also apply to that part of Majors Creek Road which lies between the Development and the intersection with Araluen Road.

The land also includes the Braidwood Recreation Ground located at 1 Kedar Street BRAIDWOOD, NSW.

Description of Proposed Development

The Development means the Dargues Gold Project proposed by BIM in its major projects application number 10_0054, which was approved on 8 February 2012, and any modifications.

Summary of Objectives, Nature and Effect of the Draft Amendment Deed

Objectives of Draft Amendment Deed

The objectives, nature and effect of the Draft Amendment Deed is to update the 2013 Agreement by clarifying the contributions that have been paid by the Developer to Council, increasing and clarifying the contributions payable by the Developer in connection with the Development, and providing for the provision of a bank guarantee by the Developer to Council to further secure the Developer's payment of contributions under the Amended Planning Agreement.

Nature of the Draft Amendment Deed

The Draft Amendment Deed is a written agreement between the Parties pursuant to clause 25C(3) of the EP&A Regulation amending the 2013 Agreement, which is a planning agreement under s7.4 of the Act.

The Draft Amendment Deed::

- clarifies the contributions that have already been paid by the Developer to Council;
- amends the annual payment by the Developer towards road infrastructure works by increasing the payment amount and clarifying that the payment is to be put towards ongoing pavement upkeep along a haulage route being that part of Majors Creek Road which lies between the Development and Araluen Road;
- clarifies that s7.11, s7.12 and s7.24 are not excluded from applying to the Development and the contributions payable by the Developer are to be taken into consideration for the purpose of s7.11;
- increases the s7.11 Contribution: Community benefit payment towards upgrade of Braidwood Recreation Ground;
- removes the obligations relating to the disposal of waste at the Council's Braidwood facility, which is no longer able to take putrescible waste;
- requires the Developer to provide a bank guarantee for the benefit of Council to secure the Developer's payment of contributions under the Amended Planning Agreement; and
- removes the default and termination provisions.

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Assessment of the Merits of the Draft Amendment Deed

The Draft Amendment Deed provides a positive impact on the public by:

- (a) the provision of increased contributions by the Developer for:
 - the maintenance of part of a haulage route, and
 - the upgrade of the Braidwood Recreation Ground; and
- (b) further securing the Developer's obligations under the Amended Planning Agreement by way of a bank guarantee to Council.

How the Draft Amendment Deed Promotes the Public Interest and objects of the Act

The Draft Amendment Deed promotes the public interest and elements of the objects of the Act including those identified in Section 1.3 (c) and 1.3(g) of the Act which seek to promote the orderly and economic use and development of land as well as to promote good design and amenity of the built environment. The Draft Amendment Deed will provide increased contributions towards the maintenance of part of Majors Creek Road which will assist the continued public use of the road as well as an increased contribution towards Braidwood Recreation Ground which will support and service the existing and future population of Braidwood.

How the Draft Amendment Deed promotes the guiding principles for Councils in section 8A of the *Local Government Act 1993*

By providing a mechanism by which the Council will be provided with monetary contributions for the construction and maintenance of local infrastructure the Draft Amendment Deed promotes the following guiding principles for Councils in section 8A of the *Local Government Act 1993 (NSW)*:

- (i) Councils should carry out functions in a way that provides the best possible value for residents and ratepayers;
- (ii) Councils should manage lands and other assets so that current and future local community needs can be met in an affordable way.
- (iii) Councils should consider the long term and cumulative effects of actions on future generations.
- (i) Councils should act fairly, ethically and without bias in the interests of the local community

The impact of the Draft Amendment Deed on the public or any section of the public

The Draft Amendment Deed will benefit the public and local community as it will increase the contributions payable by the Developer to maintain the quality of that part of Majors Creek Road between the Development and Araluen Road as well as contributing towards improving the Braidwood Recreation Ground for the community benefit of Braidwood.

Whether the Draft Amendment Deed conforms with Council's capital works program

Yes. The Draft Amendment Deed conforms with Council's operational plan 2020-2021.

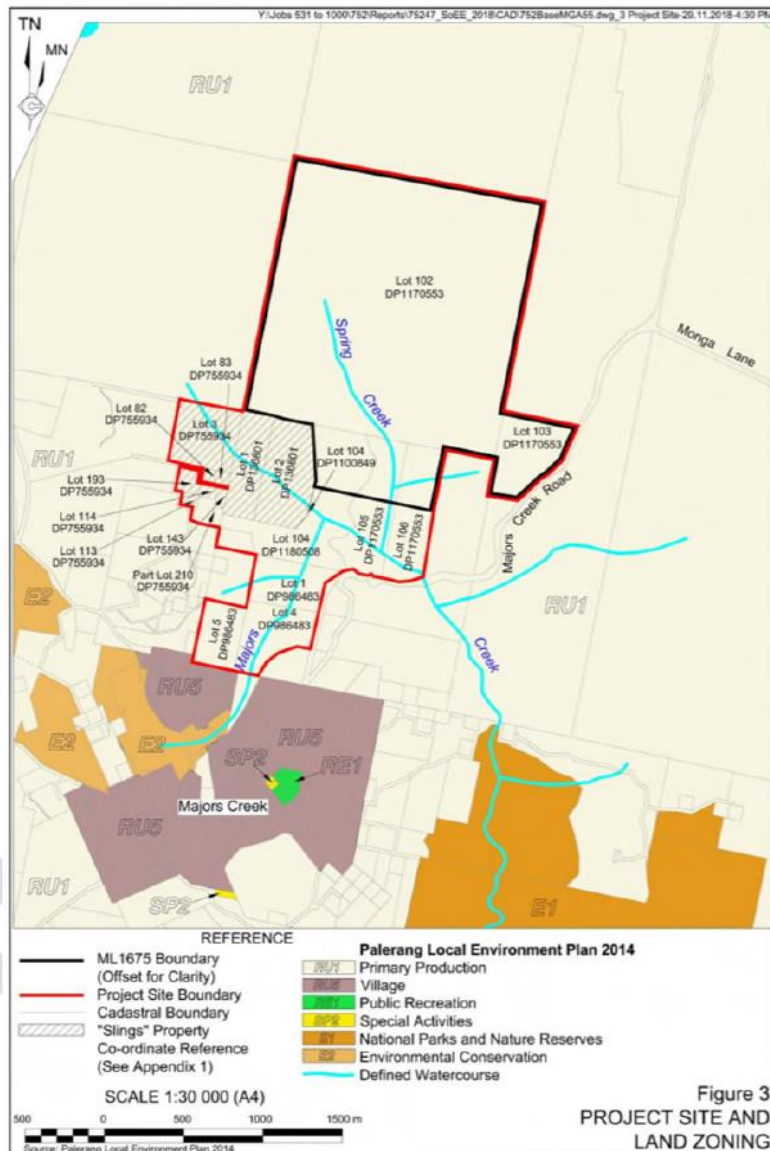
The planning purpose or purposes of the Amendment Deed

The Draft Amendment Deed will serve the planning purposes of both maintaining and enhancing local infrastructure including those arising from the impacts of the Development. It is considered that the Draft Planning Agreement provides for a reasonable means by which to achieve these planning purposes given the extent of the statutory tools that are available to Council by which it can deliver the proposed public benefits.

Requirements before issue of certain certificates

The Draft Amendment Deed does not specify requirements that must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued

Schedule A



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QUEANBEYAN-PALERANG REGIONAL COUNCIL

Planning and Strategy Committee of the Whole Meeting Attachment

10 MARCH 2021

ITEM 8.2 BIG ISLAND PLANNING AGREEMENT - COMMUNITY
CONSULTATION FOLLOWING PUBLIC EXHIBITION

ATTACHMENT 4 SUBMISSIONS

From: [REDACTED]
Sent: Fri, 18 Dec 2020 19:50:56 +1100
To: [REDACTED]
Subject: Majors Creek Road and other affronts to decency

Dear [REDACTED]

It is pleasing to see the council is finally asserting itself in the management of public assets in its care. As a chartered professional civil engineer, without the benefit of a traffic study, I can nevertheless confidently say that all of the damage is attributable to the mine traffic. The road was never intended to service the axle loads and frequency of traffic.

The weather has only impacted the road where the truck axles have sheared and crumbled the road base and seal allowing the water to get in and swell the road.

The mine should be taxed accordingly and the community left with infrastructure in appropriate condition.

As for other affronts, Majors Creek used to be a quiet rural community characterised by zero light and noise pollution. Now the night sky is lit up like the SCG and a low rumbling is a constant companion. Every resident has been pushed off the road by the trucks and speeding mine vehicles at least once.

The original mine owners undertook to keep the operations underground. Are the new owners obliged to adhere to this understanding? We are informed that the mine is presently yielding 55grams of gold per tonne of ore. Perhaps open cut will allow them to exploit the mine more efficiently.... What keeps that option off the table?

Happy to discuss.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Sent from my iPhone

8.2 Big Island Planning Agreement - Community Consultation Following Public Exhibition
Attachment 4 - Submissions (Continued)

SurveyTool:		Comments on the Proposed Deed of Amendment Big Island Mining Pty Ltd Planning Agreement				01-Dec-2020	to	21-Feb-2021							
Tool Status	Archived	Date of contribution	Contributor Details		Survey Response	Sign Up form Details									
Visitors	19		Login (Screen name)	Contributor Summary (Signup form Qs Detailed breakup o	Please provide any comments on the Proposed Deed of Amendment Big Island Mining Pty Ltd Planning Agreement	Usertype	Enter your full	Create login name	Email	Suburb	Gender	Age	Year of birth	What is your connection to Queanbeyan-Palerang	Response ID
Contributors	2	Feb 03 21 09:34:43 pm			This is really meant that unless you know what S7.11, 7.12 and S7.24 is about there is not much use of trying to say anything, all designed to confuse the public. I live in Majors Creek and the road is not built for heavy vehicle traffic, consequently it has broken up, beside that the road is not wide enough and Honeysuckle bridge definitely is not wide enough to allow a vehicle and a truck to pass. We have some roadworks happening but it is very bad management to expect heavy vehicles to use the road as it is I fully expect a fatal accident to happen on this dangerous roadway. This should never have been allowed to be used for the number of heavy vehicle traffic caused by this mining venture.	User				MAJORS CREEK, NSW	Female	Over 65		I live here, I am a ratepayer	3003257
Registered	2	Jan 15 21 04:31:50 pm			Is this the same company??? https://www.epa.nsw.gov.au/news/media-releases/2020/epamedia200309-big-island-mining-fined-\$15000-by-the-epa-for-creek-pollution-incident	User				GOOGONG, NSW	Male		1957	I own a business here, I am a ratepayer	2976033

QUEANBEYAN-PALERANG REGIONAL COUNCIL

Planning and Strategy Committee of the Whole Meeting Attachment

10 MARCH 2021

ITEM 8.3 MAIN STREETS UPGRADE FUND

ATTACHMENT 1 MAIN STREET UPGRADE FUND 2021 GUIDELINES



MAIN STREET UPGRADE FUND Guidelines 2021

Room for photo here

Ref: Doc Set ID ???????

Main Street Upgrade Fund Guidelines 2021

Offices: Council headquarters – 256 Crawford St
Bungendore Office – 10 Majara St
Braidwood Office – 144 Wallace St

Contact: P: 1300 735 025
E: council@qprc.nsw.gov.au
W: www.qprc.nsw.gov.au

Main Street Upgrade Fund Guidelines 2021

BACKGROUND

In March 2021 Council established this fund to assist owners of commercial buildings or businesses located within the Central Business District, Queanbeyan (Map 1 attached) or along Wallace Street, Braidwood (Map 2) and zoned Business, to improve the external appearance of their buildings. However, excluded from the fund are licenced hotels and clubs.

These guidelines are included to assist you with your application. It is essential that you prepare and submit the best application possible as this is a competitive grant with set available funding.

AVAILABLE FUNDING

For the 2021-2022 financial year a total of \$150,000 has been allocated by Council for the provision of these funds.

This program provides financial assistance on a dollar for dollar basis (excluding GST) for a variety of improvements located within the applicable areas (Maps 1 and 2). The maximum amount allocated for any one fund application will be \$5,000 although in some cases applicants will need to contribute more for their project. Only one application for each building/business will be accepted in any one financial year.

AIM OF THE FUND

The aim of the fund is to encourage a positive improvement in the overall appearance of the Queanbeyan CBD as well as the commercial area of Wallace Street, Braidwood (Maps 1 and 2). Opportunity for Gibraltar Street Bungendore can also be considered.

In the longer term it is hoped that this process will engender greater interest in, and concern for, the appearance of buildings located in the applicable areas and that this in turn, will encourage owners to contribute to an overall improvement in the appearance and amenity of these areas on an ongoing basis.

APPLICATIONS FOR FUNDING

Owners of commercial buildings within the Queanbeyan CBD as well as the commercial area of Wallace Street, Braidwood (Maps 1 and 2) are invited to apply for assistance under this fund. Similar, owners of commercial properties in Bungendore may also be considered.

Application forms can be downloaded from Councils website www.qprc.nsw.gov.au or by phoning the Land-Use Planning Branch on 6285 6276. A copy is also attached to these Guidelines.

Please note that in all instances written applications with appropriate details must be made and approval given by Council prior to any work being undertaken. **In some cases, this will involve the submission and approval of a development application.** You will receive a letter of advice regarding the success or otherwise of your application for funding.

MATTERS TO CONSIDER AND COMPLY WITH WHEN COMPLETING YOUR APPLICATION

It will assist your application if you can properly demonstrate why the work you propose is appropriate and how it will improve the appearance of the existing building. Consequently, Council strongly encourages you to review and comply with the following matters.

Main Street Upgrade Fund Guidelines 2021

1. Decide in detail what work you want to carry out. This can include the proposed colour scheme for the painting of the façade of a building.
2. Discuss the proposed work with Council's Development Assessment Branch on 6285 0244 to find out if a Development Consent is required. If development consent is required, please indicate this as part of your application for funding.
3. For any other questions that you may have discuss with staff of the Land-Use Planning Branch contactable on 6285 6276.
4. For improvement to older buildings, it is recommended that you contact Council's Heritage Advisor on 6285 6276 to discuss their eligibility and other details of your project. Appointments can be made through Council's Land-Use Planning Branch (6285 6276) and the Heritage Advisor can also provide advice on appropriate colour schemes for buildings. This service is provided free of charge to property owners. If the project is too large, the Heritage Advisor may suggest that you obtain the services of an Architect for carrying out the project.
5. Depending on the size of the project you may need to attach plans and sketches to your application for funding.
6. Get a minimum of two quotes from different contractors. If you are intending to undertake all or part of the work yourself, reimbursement of up to 50% of materials you use (excluding GST) will be considered as part of the grant. This is subject to details of materials required and their prices being provided to Council prior to work being undertaken. A claim for reimbursement must be supported by receipts for materials used on the project.
7. Photograph(s) of the setting of the building, each elevation and close-ups of all jobs to be done is to be provided with the application form. At the time of claiming the allocated fund monies, a photographic record of the completed work must be supplied.
8. Where structural, electrical, or other alterations are to take place, applicants need to comply with relevant development control plans for the area available from Council's website. Further information can also be obtained from Council's duty planner on 6285 0244

ELIGIBLE PROJECTS

Eligible projects are those which involve the applicant's own property and includes repairs, replacement, painting, and the reinstatement of original architectural features to the façade of buildings located in the approved areas (Maps 1 and 2).

A list of eligible projects is identified below. Please note that this is not an exhaustive list and each application will be considered on its merits.

Examples of projects that funding may be provided for include:

- Professional retail window displays (all forms of sale or business advertising is not eligible).
- Removal of external unused signs.
- Painting and shop front decorations.
- Application of anti-graffiti treatments.
- External repairs, replacement, or refurbishment of building façade.
- External reinstatement of original architectural features to building façade.

Main Street Upgrade Fund Guidelines 2021

Joint applications are encouraged where improvements are proposed for two (2) or more adjoining properties are encouraged. In this case multiple funds may be approved, and the funded amount will be in proportion to the number of successful applicants.

Applications involving sites listed as heritage items under the current Local Environment Plan are also strongly encouraged.

INELIGIBLE PROJECTS

Ineligible projects include works that are considered not to achieve the aim of these guidelines, the matters to be considered when completing an application.

Examples of ineligible projects include, although the list is not exhaustive:

- Security devices or grills.
- New additions or extensions.
- Handwritten signs or posters.
- Works not architecturally sympathetic with the heritage or surrounding property.
- Works fully or partially completed (Retrospective funding will not be considered).
- The provision or upkeep of advertising material.
- Any work/repairs to the interior of a building.
- Any work/repairs to the exterior of a building where that work is not visible from a public road.
- Any work/repair requiring development consent that has not been obtained prior to undertaking that work or repair.

Funding will not be provided for licenced hotels and clubs.

ASSESSMENT CRITERIA

Successful applications will be those that meet the aim of this funds program by contributing to a positive improvement in the overall streetscape, propose projects that are eligible and have complied with other requirements of these guidelines as well as any development or heritage approval processes.

The following matters will be considered in assessing the eligibility of your application:

- Whether the project is eligible or ineligible.
- The extent to which the project achieves or fails to achieve the aim of the Fund and clearly provide improvements to the visual amenity of the local streetscape.
- Whether the project is part of a joint project or not.
- Whether the project involves a listed heritage item or not
- The applicant's demonstrated ability to complete the project within 6 months of the Fund being approved in writing.
- The applicant's demonstrated consideration of those matters considered and complied with when completing an application.

Main Street Upgrade Fund Guidelines 2021

- Whether or not the application form has been completed in full and the required documents provided.
- The degree to which the applicant is financially contributing to the project.

Favourable consideration will be given to applications involving sites listed as heritage items under the current Local Environment Plan although non listed buildings are not excluded.

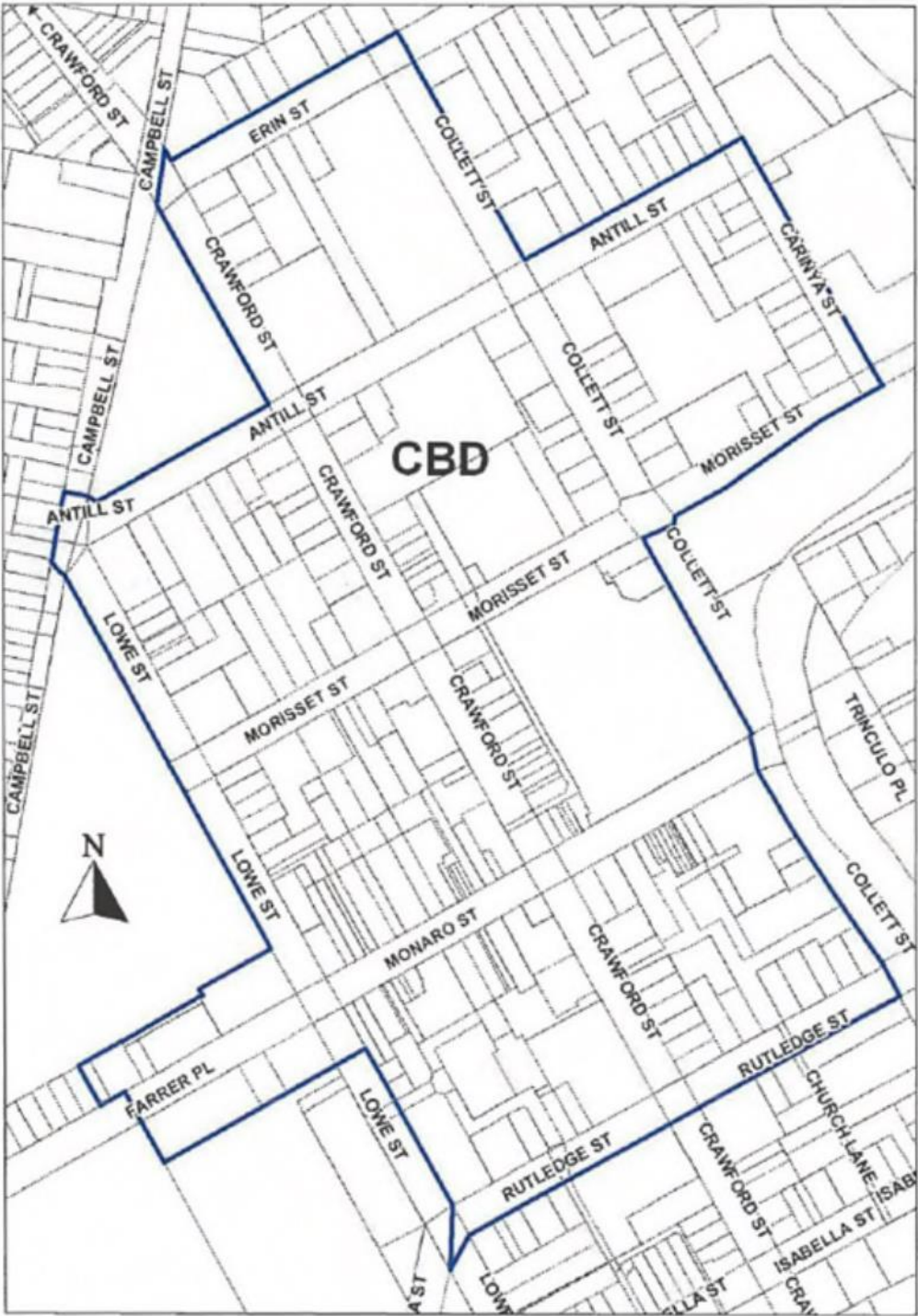
Favourable consideration will also be given to joint applications where improvements are proposed for two (2) or more adjoining properties. In this case multiple funds may be approved, and the funded amount will be in proportion to the number of successful applicants.

PAYMENT OF FUND

Funds will only be paid on satisfactory completion of the work specified. From approval of the fund, you have 6 months to complete the project. Where development consent is required, this time will be from the date that a construction certificate is issued. When the work is completed for successful applicants, the fund will be paid according to the amount of funding approved.

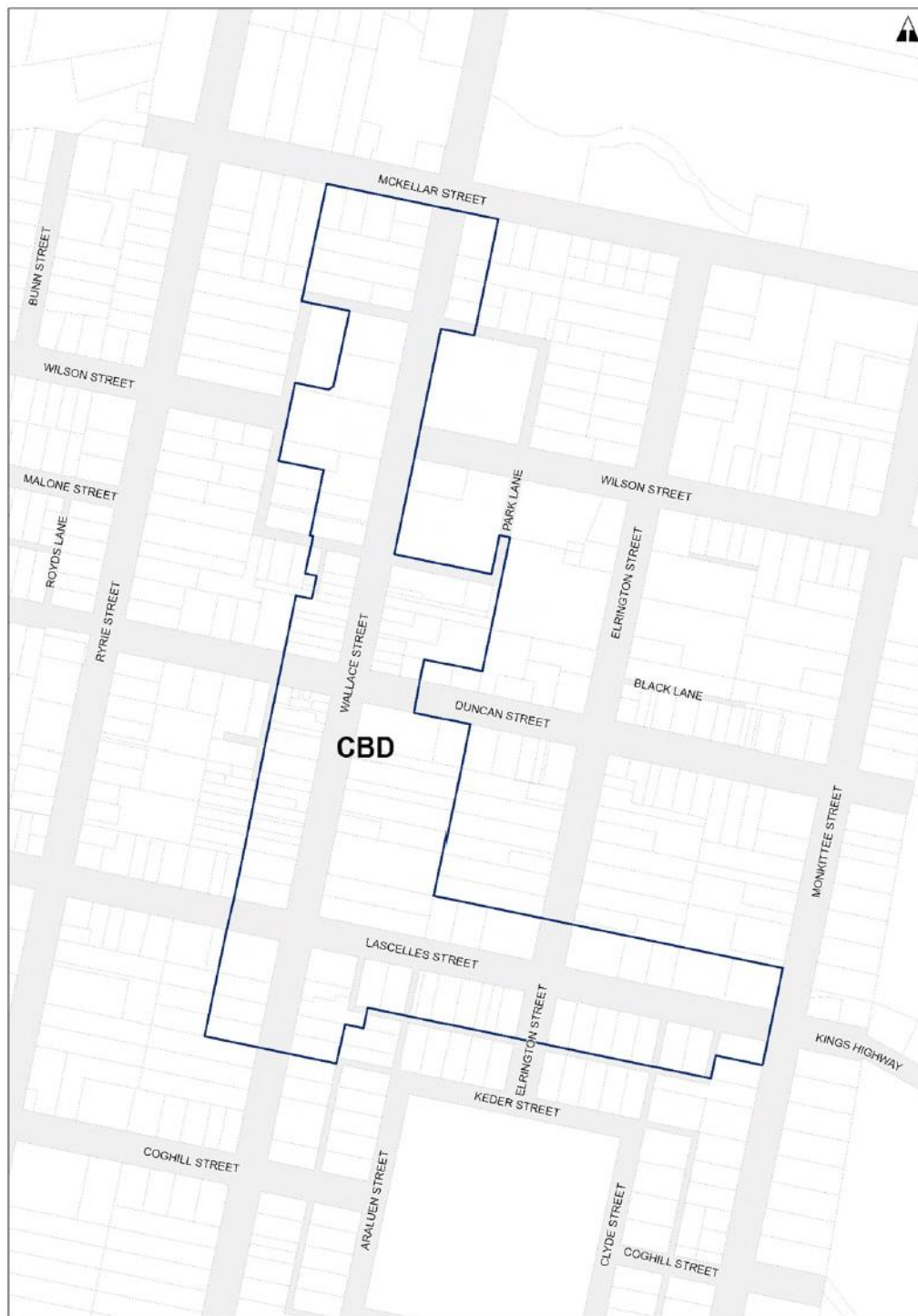
Main Street Upgrade Fund Guidelines 2021

Map 1 – Queanbeyan Central Business District



Main Street Upgrade Fund Guidelines 2021

Map 2 – Commercial District Wallace Street, Braidwood



Main Street Upgrade Fund Guidelines 2021

MAIN STREETS IMPROVEMENTS FUNDS APPLICATION FORM

Please refer to Guidelines before completing this Application

MAIN STREETS UPGRADE FUND

Round 1: JULY – DECEMBER 2021

INVITATION TO APPLY

INTRODUCTION

The program is funded by the Queanbeyan-Palerang Regional Council and there is \$150,000 available for distribution in this round.

AIM OF THE FUNDS PROGRAM

The aim of the program is to encourage a positive improvement to the overall appearance of certain designated areas of the City. This program will provide financial assistance on a dollar for dollar basis (excluding GST) for a variety of building improvements located within the approved applicable areas (Maps 1 and 2 of the Guidelines). Through this process, it is hoped that this will engender greater interest in, and concern for, the appearance of buildings which, in turn, will contribute to an overall improvement in the appearance and amenity of the area.

ASSESSMENT CRITERIA

Successful applications will be those that meet the aims and objectives of the funds program, comply with any development or heritage approval processes and contribute to an improvement in the overall amenity of the CBD or the entrance road of Yass Road. Projects will be assessed by staff and referred to Council for a final decision.

APPLICATION TIMING

Anticipated timetable for submission, review, and announcement of applications.

Date	Activity
1 August 2021	Program open for applications
COB: 31 October 2021	Applications close. No late applications accepted.
Ongoing throughout period	Review of applications
Ongoing throughout period	Announcement of successful projects

LODGEMENT OF APPLICATION

No later than close of business 31 October 2021

To:

XXXXXXXXXXXX

Main Street Upgrade Fund Guidelines 2021

MAIN STREET UPGRADE FUND

APPLICATION FORM

Round 1 JULY – DECEMBER 2021

Applicant's details

Applicants Name:	Date of application __/__/2021
Business Name:	
Street Address:	
Postal Address:	
Phone:	
Email:	
Address of the site on which the project is planned.	
I / We own the property or site on which the project is planned. <input type="checkbox"/> Yes <input type="checkbox"/> No ¹	

¹ If you do not own the subject property, then you must obtain the owners consent and attach to this application to progress this application.

Main Street Upgrade Fund Guidelines 2021

The proposed works

(Please detail in full the works that will be carried out. If insufficient room, please attach a separate sheet)

DRAFT

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Present use of building

(Please detail in full the current usage of the property that is proposed to have works carried out)

Funds/quotations

Estimated cost of work \$

Grant amount from Council \$

(Note: Max \$5,000 amount sought must be matched \$ for \$)

I / We have provided 2 quotes (Attached)²

☐ Yes

☐ No

² Successful quote will be accepted on basis of value for money and may not be lowest quote

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Information submitted with this application

I have checked with Councils Development Services Branch that development consent is not required	<input type="checkbox"/> Yes <input type="checkbox"/> No
I have discussed the project with the heritage advisor	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
I have provided plans and sketches	<input type="checkbox"/> Yes <input type="checkbox"/> No
I have provided photographs of existing structure	<input type="checkbox"/> Yes <input type="checkbox"/> No
I have provided plans/details/sketches of proposed work	<input type="checkbox"/> Yes <input type="checkbox"/> No
I have provided list of finished materials/colours	<input type="checkbox"/> Yes <input type="checkbox"/> No

Signature of applicant

I/we, the undersigned, being the applicant(s) nominated in this application, hereby apply for financial assistance under the Main Street Improvement Grant fund to carry out works described in this application on the land specified in this application.

Signature(s)³

Print Name:

___/___/2021

³ If more than one applicant for one business, please include all signatories and print individual names

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Consent of owner(s) of subject land – where the applicant is not the owner

Name Owner(s) of subject land ⁴	
1. 2. 3. 4. 5. Owner(s) Postal address Phone:	Fax: Email: I/we, the undersigned, being the owner(s) nominated above of the land to which this application related, hereby consent to the making of this application. Signature(s) __/__/2021 1. 2. 3. 4. 5. Print Name(s) 1. 2. 3. 4. 5.

⁴ If more than one owner to the subject land then all owners of the subject land must sign

Main Street Upgrade Fund Guidelines 2021

Payment approval

Office use only

Completed works inspected on: __/__/2021

By:

Inspecting officer's name and title

Approve payment amount of \$

\$

Authorising officer:

Comments:

QUEANBEYAN-PALERANG REGIONAL COUNCIL

Planning and Strategy Committee of the Whole Meeting Attachment

10 MARCH 2021

ITEM 10.1 MINUTES OF THE QPRC HERITAGE ADVISORY COMMITTEE
 MEETING HELD 18 FEBRUARY 2021

ATTACHMENT 1 MINUTES OF THE QPRC HERITAGE ADVISORY COMMITTEE
 MEETING HELD ON 18 FEBRUARY 2021

Present: Mayor Tim Overall (Chair), Andrew Riley, Judith Bedford, David Loft, Sue Whelan OAM, Hollie Gill

Also Present: Pip Giovanelli, Mike Thompson, David Carswell, Kat McCauley

Apologies: Cr Peter Marshall

The meeting began with the Mayor Tim Overall welcoming the Committee's newest member M/s Hollie Gill followed by members and others attending introducing themselves.

The Committee Recommends:

1. Confirmation of the Report of Previous Meeting

Recommendation (Loft/Riley)

QPRC HAC 01/21 That the report of the meeting of Committee held on 19 November 2020 be confirmed.

2. Business arising from the Minutes

Mike Thompson provided the Committee with an update on the status of the development application for Benedict House, 39 Isabella Street, Queanbeyan. As part of the update Mike Thompson indicated that there were some challenges that needed to be addressed due to traffic and its proximity to the school.

3. Declaration of Conflicts of Interest

Nil.

4. Charleyong Bridge Interpretive Signage

Kat McCauley provided the Committee with the wording to the interpretive signage for the Charleyong Bridge from Transport for NSW. The Committee were generally happy with the draft but found some of the wording to be excessive in length and difficult to read. Feedback will be provided back to Transport for NSW.

5. Heritage Protection and Management in Australia: The Legislative and policy context

David Carswell presented an article to the Committee being *Briefing: Heritage Protection and Management in Australia: The legislative and policy context paper* for information and provided an overview of it. A discussion was undertaken by the Committee and the Committee was supportive of the article being placed on the QPRC webpage, subject to the agreement of the publishers. The Committee also noted that there was a subsequent article and requested a copy of it if available.

6. QPRC Heritage Awards 2021

David Carswell advised the Committee on the opening of nominations for the Heritage Awards 2021. A discussion was undertaken by the Committee regarding the prize money being increased in the future.

A discussion around the official opening of Rusten House was undertaken and building links with the Community Arts Groups from Queanbeyan, Bungendore and Braidwood and the Queanbeyan and Braidwood Museums. A request was made to ensure that Connie Colleen or a family representative and Matilda House a Ngrambri elder are invited to the official opening of Rusten House.

Recommendation (Whelan / Loft)

QPRC HAC 02/21 **That Council consider increasing the Heritage Awards prize money from the current \$1,000 to \$2,000 in the 2021-22 Operational Plan given that there has not been an increase for many years.**

7. Other Business

Andrew Riley indicated that there had been some comments as to the lack of information in regard to the impact of the new Bungendore High School on the two railway houses, the school of the arts building and the war memorial, all being heritage items.

Mike Thompson provided the Committee with an outline of the Secretary's Environmental Assessment Requirements (SEARS) for the High School which have recently been released to Council for comment and the types of issues that they cover. A Heritage Impact Statement will be required to be prepared for the State Significant Development Application.

Pip Giovanelli provided the Committee information regarding a heritage visit with a Mr Peter Ryrie (91 years old), a descendant from the owners of the Arnror homestead in Mayfield. He described the homestead as one of the first stone buildings in the LGA which is now on land held by Water NSW. Pip will talk to Water NSW's Heritage Officer to try to get access to the building and could come back to the Committee for a letter of support for a site inspection.

David Loft commented that the Queanbeyan Park looks lovely, but the cricket change rooms are run down. A discussion was undertaken by the committee regarding the change rooms.

Recommendation (Whelan / Loft)

QPRC HAC 03/21 **That Council carry out an assessment of the exterior of the change rooms in Queanbeyan Park with a view to funding upgrade works in the 2021-22 Operational Plan given the exterior's poor condition.**

8. Next Meeting

The next meeting will be held at 4.30pm on **Thursday 18 March 2021** in the Committee Room at Queanbeyan Council Chambers.

There being no further business, the meeting closed at 5.26 pm.

QUEANBEYAN-PALERANG REGIONAL COUNCIL

Planning and Strategy Committee of the Whole Meeting Attachment

10 MARCH 2021

ITEM 10.2 MINUTES OF THE BRAIDWOOD AND CURTILAGE HERITAGE
ADVISORY COMMITTEE MEETING HELD 11 FEBRUARY
2021

ATTACHMENT 1 MINUTES OF THE BRAIDWOOD AND CURTILAGE HERITAGE
ADVISORY COMMITTEE MEETING HELD ON 11
FEBRUARY 2021

**Minutes of the Braidwood and Curtilage Heritage Advisory Committee Meeting
held on 11 February 2021**

Present: Peter Smith, John Stahel, Lorba Drewry and Margaret Tuckwell

Also Present: Lorena Blacklock, Pip Giovanelli and Kat McCauley

Others Present: Nil

Apologies: Cr Peter Marshall

The Committee recommends:

1. Confirmation of the Report of Previous Meeting

That the Minutes of the meeting of the Committee held on 10 December 2020 be noted.

2. Business Arising From Minutes

Nil

3. Declaration of Conflicts of Interest

Nil

4. Catalogue of old sheds

Margaret Tuckwell provided the Committee with an update of the work she has been doing regarding cataloguing of the old sheds within Braidwood. She has been in contact with the President of the Braidwood Community Association to seek a list of people who will be able to take photos of the sheds.

A discussion followed and the Committee was very supportive. Margaret and Lorba will undertake the work in conjunction with the Braidwood Community Association.

5. Heritage Tree List

Margaret Tuckwell asked what you need to do to get a tree heritage listed. The Committee was informed that to list a tree, it is the same process as listing a building. Council is currently undertaking a tree audit on public land in Braidwood.

A discussion was undertaken by the Committee, noting that trees have some general protection under the State Environmental Planning Policy and it can be difficult to control trees on private land.

6. Signage Audit Braidwood

Lorena Blacklock provided an update to the Committee regarding the signage compliance audit for Braidwood. The compliance audit has not been done as yet, due to resourcing issues. If the Committee members have complaints about particular signs, the compliance area will investigate them.

A discussion was undertaken and the Committee agreed to focus on educating businesses about the signage controls in the Braidwood DCP.

Recommendation (Tuckwell/Smith)

B&C HAC 001/21 The Committee requests assistance in preparing an education flyer on appropriate signage in the Braidwood Heritage Conservation area.

ECM 1041067

Minutes of the Braidwood and Curtilage Heritage Advisory Committee Meeting held on 11 February 2021

7. Other business

Margaret Tuckwell informed the Committee that the Braidwood Heritage Walk tourist brochure will be updated to fix mistakes from the first print. Pip Giovanelli will aid with the update.

Peter Smith raised the issue of access to Dr Thomas Braidwood Wilson's grave that is on private land. There are concerns regarding public access by the owner. This was noted as well as the previous efforts to list this grave in the Local Environmental Plan.

Lorena Blacklock provided the Committee with copies of the *Briefing: Heritage Protection and Management in Australia: The legislative and policy context paper* for information.

Lorena Blacklock advised the Committee that NSW Heritage Council are planning a visit to the QPRC area including Braidwood.

Lorena Blacklock advised the Committee on the opening of nominations for the Heritage Awards 2021.

8. Next Meeting

The next meeting will be held at 09:00 am on **Thursday 11 March 2021** in the Braidwood meeting room. There being no further business, the meeting closed at 10:12 am.

ECM 1041067

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