



**Planning Proposal / LEP Amendment Request  
Proponent & Proposal Information Form**

Lodge Applications at Ballina Shire Council • 40 Cherry Street • Ballina (Mon-Fri 8.15am to 4.30pm)  
 mail PO Box 450 Ballina 2478 • f 02 6686 7035 • e council@ballina.nsw.gov.au  
 t 1300 864 444 • w www.ballina.nsw.gov.au • abn 53 929 887 369

This form is to be completed and submitted when a request for an LEP amendment or planning proposal is lodged with Council.

**Proponent Details**

All correspondence will be forwarded to this name and address unless alternative details are specified below:


Proponent's Name: Northern Rivers Wildlife Hospital Limited (ABN 49 631 104 115)

Address: c/o PLANNERS NORTH

Postal Address: PO Box 538 Lennox Head 2478

Telephone (w): 1300 66 00 87 (h): Mobile: 0419237982

Email Address: steve@plannersnorth.com.au Fax:

Signature:  Date: 10/3/21

**Consultant / Representative Details**

Details of consultants/representatives acting on behalf of the proponent are required. Please nominate whether the consultant/representative will be the principal contact for the proposal.

Name: PLANNERS NORTH

Address: PO BOX 538 LENNOX HEAD NSW 2481

Telephone (w): 1300 66 00 87 Mobile: 0419237982 Fax:

Email Address: steve@plannersnorth.com.au

Please tick if consultant/representative is to be the principal point of contact with Council.

**Description of the Land**

Property descriptions of all land holdings the subject of the LEP amendment request/planning proposal are required. Additional properties the subject of the proposal should be documented in the additional information field at the end of the form.

Property Address: 46 Lindendale Road, Wollongbar

Lot/Portion: Part 237 Section: DP: 755745

Property Address:

Lot/Portion: Section: DP:

Property Address:

Lot/Portion: Section: DP:

<b>Office Use Only</b>		
Proposal Name:	Type: <input type="checkbox"/> Major <input type="checkbox"/> Minor	Pre-Lodgement Discussion: <input type="checkbox"/> Y <input type="checkbox"/> N
Fee Paid: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N Amount: \$ 4095.00	Date Received: 12.3.21	Receipt No: 1336612
Code 6, Job No: 20001.1001.061		

**Landholder Details and Consent**

Details of all landholders are to be provided. If landholders do not sign this form, evidence of the consent of landholders for the nomination of their landholding as part of the LEP amendment/planning proposal is required in conjunction with this form. Space is provided at the end of this form for additional landholder details.

Owner's Name(s) **THE STATE OF NEW SOUTH WALES**

Address **Wollongbar Primary Industries Institute, 1243 Bruxner Highway Wollongbar**

Lot/Portion **237** Section  DP **755745**

Telephone (w)  (h)  Mobile

Email Address  Fax

I/we being the owner(s) of the property identified above, consent to the submission of this planning proposal/LEP amendment.

Signature **REFER TO ATTACHED MOU** Date

**Summary of the LEP Amendment Request / Planning Proposal**

Brief outline of the concept or idea underpinning the LEP amendment request / planning proposal.

The Northern Rivers Wildlife Hospital Limited (NRWH) is a public purpose type company, registered with the Australian Charities and Not-for-profits Commission. The charity program, in terms of beneficiaries, applicable to the NRWH is associated with animals, the environment and the general community of Australia.

The Wollongbar Primary Industries Institute is a major research centre. In August 2019 the Wollongbar Primary Industries Institute celebrated 125 years at the subject site. The overall site has an area of 106.4ha and is irregular in shape with frontages to the Bruxner Highway and Lindendale Road. The land is the site of the Wollongbar Primary Industries Institute and is generally known as 1243 Bruxner Highway Wollongbar.

The site of the proposed Northern Rivers Wildlife Hospital is about 2ha in area and it has an approximately 200m frontage to Lindendale Road. This part of the Wollongbar Primary Industries Institute site is known as 46 Lindendale Road Wollongbar.

The land is zoned 7(c) Water Catchment Zone Ballina LEP 1987 and a veterinary hospital is a prohibited use in the 7(c) Zone. To facilitate the Northern Rivers Wildlife Hospital an amendment is respectfully requested of the Council Ballina LEP 1987. We envisage that the amendment would be in the style of an "Additional Permitted Uses Schedule" which specifically permitted a: veterinary hospital, being a building or place used for diagnosing or surgically or medically treating animals, whether or not animals are kept on the premises for the purpose of treatment; and information and education facility, being a building or place used for providing information or education to visitors, and the exhibition or display of items, and includes an art gallery, museum, library, visitor information centre and the like.



List of Information Provided in Support of the LEP Amendment Request / Planning Proposal

Please find attached site development plans.

Privacy Protection Notice

The completed application form contains personal information which is being collected for the purpose of assessing this LEP amendment request/planning proposal. Please be aware that information contained in this documentation is public information and may be accessed by other government agencies, service providers, the general community or other organisations. The information will be processed by Council officers and may be made available to public enquiries under the Government Information (Public Access) Act. The information will be stored in Council's electronic document management system.

Disclosure of Political Donations and Gifts

A person who submits an LEP amendment request/planning proposal to Council is required to disclose the following reportable political donations and gifts (if any) made by any person with a financial interest in the proposal within the period commencing two years before the request is made and ending when the proposal is determined:

- All reportable political donations made to any Ballina Shire Councillor; and
- All gifts made to any local Councillor or employee of Ballina Shire Council.

A reference to a reportable political donation made to a 'Councillor' includes a reference to a donation made at the time the person was a candidate for election to the Council.

Significant penalties apply to non-disclosure. For more information and to obtain a political donations and gifts disclosure statement go to the Department of Planning and Infrastructure website at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).

Is a disclosure statement to accompany your application?  Yes  No

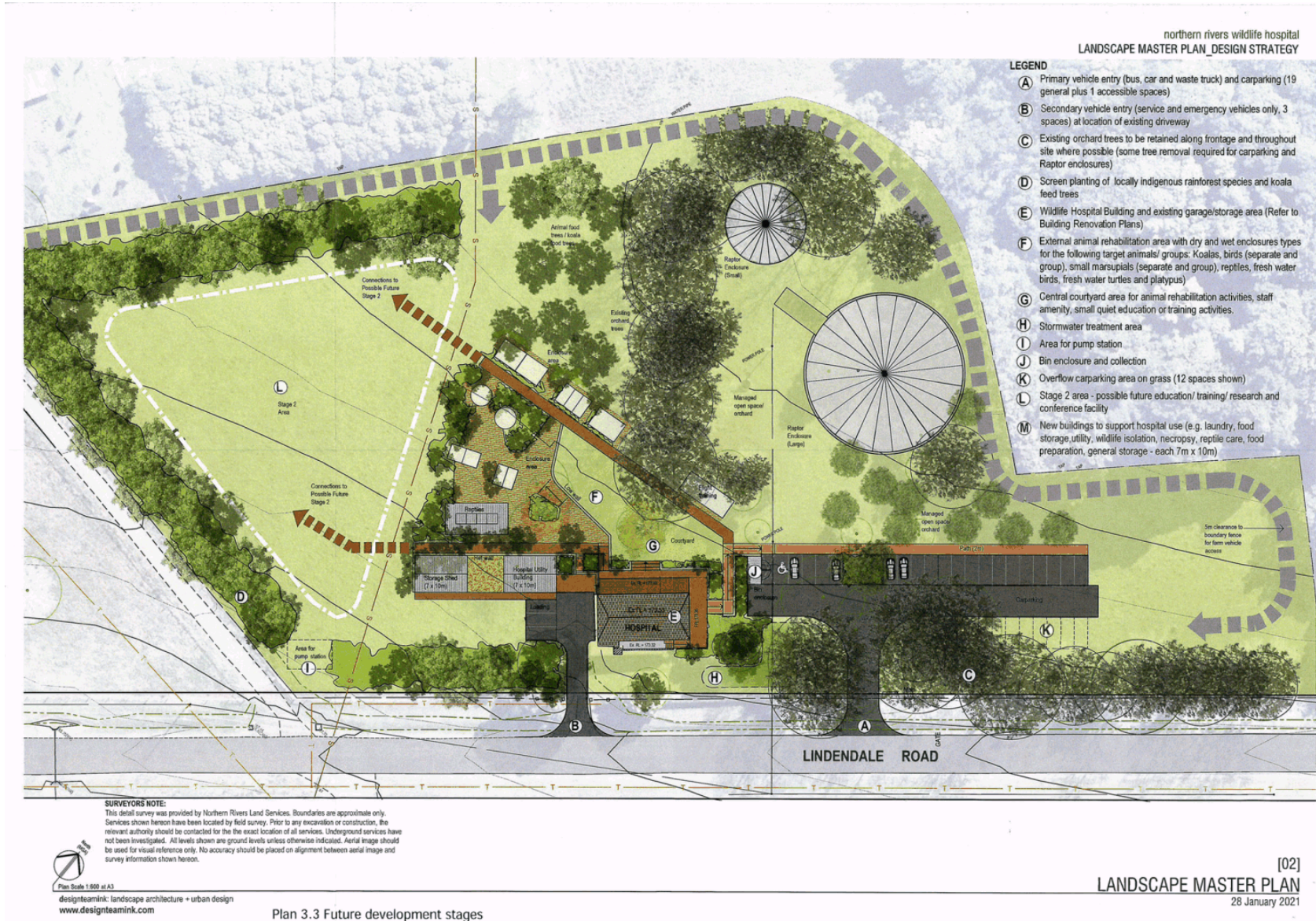


8.1 **LEP Amendment - Northern Rivers Wildlife Hospital - Lindendale Road**





8.1 **LEP Amendment - Northern Rivers Wildlife Hospital - Lindendale Road**



**MEMORANDUM OF UNDERSTANDING (MOU)  
REGARDING USE OF CROWN LANDS FOR THE NORTHERN  
RIVERS WILDLIFE HOSPITAL**

• **THE PARTIES**

The State of NSW through NSW Department of Primary Industries (DPI);

- **Northern Rivers Wildlife Hospital Ltd - ABN 49 631 104 115 (NRWH Ltd);** – An Australian Public Company limited by guarantee and registered with the Australian Charities and Not-for-profits Commission (ACNC). The NRWH is established under an approved Constitution and is governed by a board of directors who are accountable to both the Constitution and the NRWH members. The constitutional objects of the NRWH Ltd are:

- a) To operate a veterinary facility to treat, prevent and relieve the suffering of orphaned, injured or diseased native Australian wildlife through rescue, treatment, rehabilitation and release;
- b) To advance the natural environment by preserving and re-establishing the natural habitat of native animals;
- c) To improve community knowledge and engagement by establishing research and educational activities related to environmental conservation and wildlife health;
- d) To advocate for the protection of wildlife and wildlife habitat;
- e) To encourage other local charitable, cultural and environmental projects that are aligned with the company's vision.

**1. INTRODUCTION**

1.1 This memorandum of understanding (MOU) records key elements of the understanding between the Parties regarding the use of a part of the Crown Lands managed by the Department of Primary Industries as noted in Attachment 1 to this Agreement (the site), for the purpose of the Northern Rivers Wildlife Hospital (NRWH) and the events that would take place to realise the use of this site.

**2. BACKGROUND**

2.1 There is an evidenced need for a purpose-built wildlife hospital in the Northern Rivers region in NSW. There is currently no wildlife hospital facility between Currumbin, in South East Queensland, to the north and Port Macquarie to the south and so local veterinarians take responsibility for injured wildlife at their own time and expense, often with no specialist training. Approximately 70-80% of wildlife patients in the region are euthanised.

2.2 The NRWH Ltd formed in 2019 with the primary objective of constructing and operating a world-class purpose-built wildlife hospital facility in the Northern Rivers.

2.3 Given the public interest nature of this project, the Parties recognise that the use of Government owned land for the purpose of the wildlife hospital facility is appropriate and desirable. The land the subject of this MOU has been identified and assessed on a preliminary basis between the Parties as suitable and appropriate.

2.4 The Parties agree to work together to facilitate the necessary due diligence required and the development of suitable negotiated settled terms to facilitate the use of the land for the construction and long-term operation of the wildlife hospital.

### **3. TENURE AND USE OF LAND**

3.1 Subject to the Milestone period in Clause 5, as soon as reasonably practicable the Parties will enter into a mutually suitable and appropriate legal tenure agreement over the land illustrated in Attachment 1 (the site) for the purpose of the construction and operation of a wildlife hospital facility by NRW Ltd.

3.2 The Parties agree that the tenure agreement entered into:

- 3.2.1 Needs to be appropriate and secure tenure, relative to the long-term, costly and independent nature of the project;
- 3.2.2 Will provide for the construction and operation of a wildlife hospital facility, including any outbuildings and tree planting, by the NRW Ltd;
- 3.2.3 Will provide that custodianship of the land is retained by the NSW Department of Primary Industries or its logical successor.

3.3 The Parties agree that the buildings on the site may be used by NRW Ltd, subject to agreement between the Parties, prior to the Parties entering into the tenure agreement for the whole site.

3.4 It is understood by the Parties that there are Native Title claims considerations that apply to the site.

### **4. OBLIGATIONS**

4.1 NRW Ltd Undertakes to:

- 4.1.1 Perform all necessary due diligence as to the suitability of the site for the wildlife hospital, including but not limited to:
  - Access and Parking
  - Utilities (electricity, gas, water etc)
  - Sewage connection
  - Waste disposal
  - All other planning requirements;
- 4.1.2 Facilitate the preparation and lodgement of all relevant and necessary applications for the construction and operation of the wildlife hospital;
- 4.1.3 Construct and operate the wildlife hospital in the manner and form approved by relevant planning authorities;
- 4.1.4 Manage the site in accordance with the provisions of the tenure, and any other relevant agreements and all reasonable requests of DPI;

- 4.1.5 Install appropriate project signage on the Lindendale Rd frontage, and other relevant locations, where permissible, for community awareness and engagement;
- 4.1.6 Develop and deliver appropriate community engagement events with the involvement of DPI and other stakeholders where appropriate;
- 4.1.7 Publicise, in consultation with DPI and other stakeholders where appropriate, content relating to the wildlife hospital, its development, operation and functions, this might include inter alia digital, print and broadcast media, e-newsletters and other social media, presentations at conferences and papers in professional journals;
- 4.1.8 Work collaboratively with DPI and all other relevant stakeholders, including, but not limited to neighbourhood consultation in relation to the site;
- 4.1.9 Meet the cost of fencing as agreed with DPI.

4.2 DPI Undertakes to:

- 4.2.1 Organise the drafting of the relevant tenure agreement, other necessary agreements, and the registration of such if necessary;
- 4.2.2 Do all things reasonably necessary to make the site available to NRWH Ltd in accordance with any tenure agreement and other relevant agreement for the purposes of due diligence, construction and operation;
- 4.2.3 Provide all necessary and reasonable consents, concurrences and permissions in a timely manner to facilitate the necessary due diligence, any necessary rezoning, construction and operation of the wildlife hospital on the site;
- 4.2.4 Work with NRWH Ltd to develop a community engagement program for the site including but not limited to field days;
- 4.2.5 Consider other requests for assistance from NRWH Ltd.

**5. OTHER TERMS – MILESTONE PERIOD**

- 5.1 This MOU will be subject to a milestone period of 2 years from the date of signing, during which time the NRWH Ltd anticipates having completed all necessary due diligence, including an understanding of any relevant Development Authority (DA) obligations.
- 5.2 The 2 year milestone period may be extended with the agreement of both parties.
- 5.3 Within the 2 year milestone period or as extended, any party may terminate this MOU upon ninety (90) days written notice with all costs incurred in good faith reimbursable, subject to agreement between the Parties.
- 5.4 The Parties agree that they will not disclose all or part of this MOU including underlying discussions on social media, mainstream media or to other third parties without the written permission of the other party.
- 5.5 The signing of this MOU represents an undertaking that both parties will strive to accommodate the MOU's objectives.



Signature:



Ninian Gemmell  
FCPA, GAICD, JP  
Chairperson  
Northern Rivers Wildlife Hospital Ltd

Date: 10/7/20

Signature:

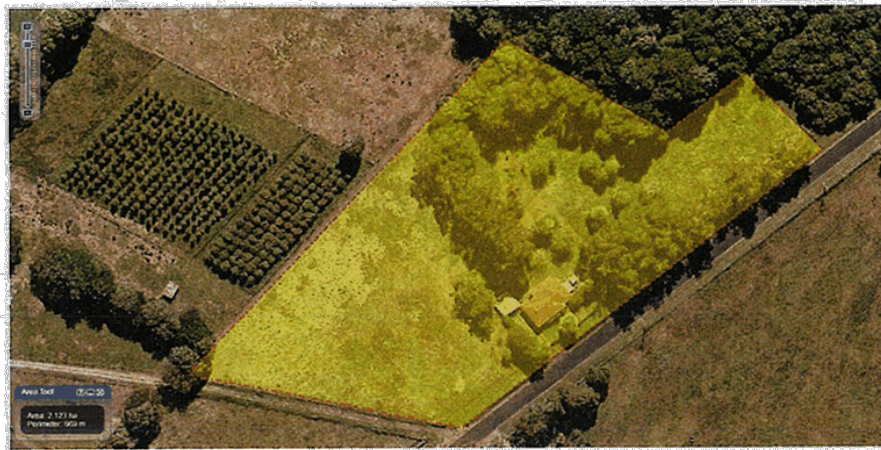


Bill Quince  
Manager North Coast  
NSW Department of Primary Industries

Date: 10 July 2020

**Attachment 1 – THE SITE**

Proposed Northern Rivers Wildlife Hospital site – Lindendale Rd Wollongbar NSW (approx 2.123ha) including house, existing driveway access, septic and electricity.



**Extract from Ballina LEP 1987 – 7 (c) Development Control Table**

**Zone No 7 (c) Environmental Protection (Water Catchment) Zone**

**1 Objectives of zone**

A The primary objective is to prevent development which would adversely affect the quantity or quality of the urban water supply.

B The secondary objective is to regulate the use of land within the zone—

(a) to encourage the productive use of land for agricultural purposes and to permit development which is ancillary to agricultural land uses, except for development which would conflict with the primary objective of the zone, and

(b) to ensure development of the land maintains the rural character of the locality, and

(c) to ensure development of the land does not create unreasonable and uneconomic demands, or both, for the provision or extension of public amenities or services.

C The exception to these objectives is development of public works and services, outside the parameters specified in the primary and secondary objectives, only in cases of demonstrated and overriding public need and subject to the impact on water quality and quantity being minimised as much as is reasonably practical.

**2 Without development consent**

Agriculture (other than feed lots, piggeries, poultry farms, stock homes and other intensive keeping of animals); bush fire hazard reduction.

**3 Only with development consent**

Bed and breakfast establishments; childcare centres; dwelling-houses; forestry; helipads; home industries; public utility undertakings; retail plant nurseries; roads; telecommunications facilities; utility installations.

**4 Advertised development—only with development consent**

Nil.

**5 Prohibited development**

Any purpose other than a purpose specified in item 2, 3 or 4.