

AGREEMENT FOR PROVISION OF A CERTIFICATION SERVICE

(Cl. 19A BPR 2007)

A. Parties to the Agreement – Wollondilly Shire Council and

Owner(s) (*All Property Owners to Details*)

Name(s): _____

Name(s): _____

Postal Address: _____ Postcode: _____

Phone: _____

Email: _____

B. Certification work to be performed

(Please tick one or more boxes as applicable to development)

- Determination of application for a Complying Development Certificate
- Determination of application for a Construction Certificate
- Determination of application for an Occupation Certificate
- Appointment of Wollondilly Shire Council as the Principal Certifier
- Determination of an application for a Swimming Pool Compliance Certificate

C. Rights and Responsibilities of Parties

The rights and responsibilities of each part to this Agreement are set out in the following parts, which forms part of this Agreement.

D. Signatories

.....
 Owner/s Signature (*all Owners to sign*)

.....
 Owner/s Signature (*all Owners to sign*)

.....
 Signed on behalf of the Council: _____ Date of Agreement: _____

Development Details Relating to Agreement for Certification Service

Any Development Application (DA)

Name of Consent Authority:

Wollondilly Shire Council

Other (*please specify*) _____

Development Consent Number: _____

Date of Development Consent: _____

Any Complying Development Certificate (CDC)

Name of Certifying Authority:

Wollondilly Shire Council

Other (*please specify*) _____

CDC Number: _____

Date of CDC: _____

Any Part 4A Certificate Issued (Compliance, Construction or Occupation Certificate)

Construction Certificate **Compliance Certificate** **Occupation Certificate**

Name of Principal Certifying Authority (PCA):

Wollondilly Shire Council

Other (*please specify*) _____

Certificate Number (*where applicable*): _____

Date of Certificate: _____

Property Address/Description
<p>Street Number: _____</p> <p>Street Name: _____ Suburb _____</p> <p>Lot Number: _____ DP/SP Number: _____ Section No. _____</p>
Privacy Policy
<p>The information will be stored in Council's records system and may be placed on Council's Website or be subject to a request to access information under the Government Information (Public Access) Act 2009 (GIPAA).</p>
Persons who may carry out the certification work and inspections
<p>Certification work under this Agreement and any inspections required under the <i>Environmental Planning and Assessment Act 1979</i> will be carried out by Council staff, or authorised Contractors, subject to the terms of their accreditation.</p> <p>Please refer to the NSW Building Professionals Board website for further details of accreditation.</p>

TERMS OF AGREEMENT

Undertake the functions of Principal Certifier (PC)

Rights and Responsibilities of Council

1. Not later than two days before any building work or subdivision work commences,

Council will:

Ascertain, before any building work or subdivision work commences, that a construction certificate or complying development certificate has been issued for the work.

Ascertain, before any residential building work commences, that either:

 - a. the principal contractor is the holder of a licence under the *Home Building Act 1989* and is covered by appropriate insurance, or
 - b. where the work is to be carried out by an owner-builder, that an owner-builder permit has been issued under the *Home Building Act 1989*
 - c. Carry out all critical stage inspections of the building work or subdivision work prescribed by the EP& A Regulation or required.
2. Council will make a record as required by the EP&A Regulation of all inspections.
3. Council will determine whether any inspection (other than the last critical stage inspection) has been not carried out, and whether the work that would have been inspected was satisfactory. Council will make a record of any such missed inspection and provide a copy to the Client. Council will also notify the principal contractor of the missed inspection.
4. Without limiting the actions that Council may take, Council may:
 - a. attend the site to inspect any issue of concern relating to the development.
 - b. cause correspondence to be issued to any person.

- c. refer any matter of concern to such persons or authorities as Council considers appropriate, including the consent authority, NSW Fair Trading or an environmental protection agency.
- d. issue Directions and Orders under the EP&A Act.

Rights and responsibilities of Client (Owner)

1. The Client agrees to give Council a completed Notice of Commencement not less than two days before the commencement of any building works.
2. The Client acknowledges that Council must be given not less than 48 hours' notice before any 'critical stage inspection' or other inspection is required.
3. The Client acknowledges the necessity for critical stage inspections and compliance with the conditions of development consent.

Construction Certificate or Complying Development Certificate

Rights and Responsibilities of Council

Council agrees to perform all work necessary to comply with relevant statutory requirements and to facilitate timely determination of the application, including:

1. If the development is on a site which affects an existing building, inspecting the building and prepare a record of the inspection.
2. If clause 144 of the EP& A Regulation applies to the development, applying to the Fire Commissioner for an initial fire safety report.
3. Assessing whether the application satisfies the requirements of the EP&A Regulation, including compliance with the Building Code of Australia, the development consent and any pre-conditions to the issue of a CC.
4. Determining the application and prepare a notice of the determination.
5. If the application is granted:
 - a. preparing a construction certificate or CDC, endorsing all relevant plans, specifications and other documents
 - b. preparing any associated fire safety schedule or fire link conversion schedule
 - c. determining if any long service payment levy is required to be made, and if so, that the amount (or instalment) has been paid.
 - d. determining if any security or monetary payment or levy under sections 94 or 94A of the EP&A Act are required before the CC is issued.
 - e. Issuing the CC to the Client together with associated endorsed plans specifications and other approved documents.
 - f. forwarding copies of documents prepared to the consent authority as required by the EP&A Regulation.

Rights and responsibilities of Client (Owner)

1. The Client agrees to respond in a timely manner to any request from Council for additional information concerning the proposed development.
2. The Client acknowledges the necessity for compliance with the conditions of development consent.
3. The Client acknowledges that if clause 144A of the EP& A Regulation applies to the application, he or she must obtain a compliance certificate or written report from a fire safety engineer and provide this to Council.

Fees and Charges

Fees and charges are in accordance with Councils Fees and Charges Policy.

Occupation Certificate (OC)

Rights and Responsibilities of Council

1. Conducting an inspection of the development and preparing a record.
2. If clause 144 of the EP& A Regulation applies to the development, applying to the Fire Commissioner for a final fire safety report.
3. Ensuring that all BASIX requirements to be complied with before an OC is issued.
4. Obtaining a final fire safety certificate or interim fire safety certificate as required by the EP& A Regulation.
5. Assessing whether the application satisfies the requirements of the EP&A Regulation, including whether any pre-conditions of the development consent or CDC which are required to be met before an OC may be issued, have been met and (where building work has been carried out) whether the work is not inconsistent with the development consent).
6. If the application is granted, preparing an OC and issuing it to the Client.

Rights and responsibilities of Client (Owner)

1. The Client acknowledges the necessity for critical stage inspections and compliance with the conditions of development consent.
2. The Client acknowledges that if clause 130(2A) or 144A(1) of the EP& A Regulation applies to the development, a further compliance certificate or written report from a fire safety engineer with respect to the completed works must be obtained and provided to Council, as required by clause 153A of the EP&A Regulation.
3. The Client acknowledges that if the development is for a residential flat building to which clause 154A of the EP&A Regulation applies, a further design verification from a qualified designer in relation to the completed works must be obtained and provided to Council.
4. The Client agrees to pay all fees and charges set out in Councils' Fees and Charges Policy.

Part 6 Compliance Certificate OR a Swimming Pool Compliance certificate

Rights and Responsibilities of Council

1. Conducting an inspection of the site and preparing a record of the inspection.
2. Assessing whether the proposed development satisfies the development standards set out in the relevant environmental planning instrument, development control plan, EP&A Regulation and Swimming Pools Act as applicable.
3. Determine the application and prepare a notice of the determination.
4. If the application is granted, prepare a Compliance Certificate and issue it to the client.

Rights and responsibilities of Client (Owner)

1. The Client agrees to pay all fees and charges on lodgement of the application. Fees are payable as per Councils' Fees and Charges Policy.
2. The Client allows access to the property for the purpose of carrying out any required inspections