

Attachments Booklet

Local Planning Panel Meeting

Thursday 31 May 2018

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SUSTAINABLE AND BALANCED GROWTH

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Thursday 31 May 2018

Report 2 – Development Application 010.2005.00059605.007 –
83 Menangle Street, Picton - Rewording of Conditions -
Clarification

Our Reference: ID788-05 (10.2005.59605.7)

Mr J Kavanagh
PO Box 354
PICTON NSW 2571

10 April 2018

Dear Sir/Madam,

DEVELOPMENT CONSENT NO. ID788-05 – STAGED 38 RESIDENTIAL UNITS & STRATA TITLE SUBDIVISION - LOT: 13 DP: 1188967, LOT: B DP: 154331, LOT: 1 DP: 782120, LOT: A DP: 154331, 83 MENANGLE STREET PICTON, 79-85 MENANGLE STREET PICTON, 79 MENANGLE STREET PICTON.

APPLICATION FOR MODIFICATION OF CONSENT No. 010.2005.00059605.007 - SECTION 96 ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

Reference is made to your application received seeking to modify the abovementioned Development Consent. Pursuant to Section 96(1A) of the abovementioned Act, Council, as the consent authority, has granted approval to the abovementioned application, and has amended the subject Development Consent ID788-05 as follows:

1. Condition 1(7) is modified to read:

“(7) The Owner is to dedicate the RE1 zoned land for public open space in accordance with the Planning Agreement signed and dated on 13 November 2017.”

2. Condition 1(11) is modified to read:

“(11) The sandstone gutters that are located at the access points to the subject land shall be removed prior to the commencement of any site works for Stage 1 and provided to Council for storage. The sandstone gutters shall then be re-instated as far as practicable at the completion of Stage 1 works subject of this consent.

All costs associated with complying with the condition shall be paid for by the persons having the benefit of this consent.”

3. Condition 1(12) is modified to read:

“(12) Prior to the release of any Occupation Certificate for Stage 1, the works required by NSW Transport Roads and Maritime Services shall be satisfied.”

4. The sub-heading "All Stages" under Part 3, *NATHERS/ABSA CERTIFICATES*, is amended to read "Stages 2-6."
5. The sub-heading "All Stages" under Part 4, *BUILDING DESIGN*, is amended to read "All Stages (except in the case of 4(1) and 4(5) Stages 2-6)."
6. Condition 4(4) is deleted.
7. Condition 4(11) is modified to read:

"(11) Prior to the release of the Occupation Certificate for each stage, certification shall be provided demonstrating that conditions (7) and (8) for Stages 2-6; and condition (9) have been satisfied."
8. The sub-heading "Stages 2-6" is to be inserted after Condition 5(3).
9. Condition 9(4) is modified to read:

"(4) Staging of the drainage work shall be undertaken in accordance with the plans prepared by D & M Consulting Pty Ltd (Drawing No 14083 - Stage 2 Plan (including soil and water management plan) and Drawing No 14083 - Stage 3 Plan), with the final main drainage and creek outlet completed prior to the issue of an Occupation Certificate for Stage 3. This plan shall be approved by the Principal Certifying Authority prior to the issue of any Construction Certificate."
10. The sub-heading "All Stages", following condition 10(13) is amended to read "Stages 2, 3, 5 & 6."
11. Conditions 10(15) and 10(16) are moved under the sub-heading "Stage 4" within Part 10, *CARPARKING/LOADING/ACCESS* and are to be renumbered as condition 10(12) and 10(13) respectively.
12. Existing condition 10(12) under sub-heading Stage 5 is renumbered as condition 10(14).
13. Existing condition 10(13) under sub-heading Stage 6 is renumbered as condition 10(15).
14. Existing condition 10(14) under the new subheading "Stages 2, 3, 5 & 6" is renumbered as condition 10(16).
15. Condition 11(1) is deleted.
16. The sub-heading "All Stages" under Part 13, *EARTH FILL*, is amended to read "Stages 2-6."
17. Condition 15(2) is modified to read:

"(2) Provision is to be made for the supply of telephone services to all proposed dwellings in accordance with the requirements of Telstra. In this regard, written confirmation from Telstra Australia that arrangements have been made shall be submitted to the Principal Certifying Authority prior to the release of the Occupation Certificate for each stage."

18. Condition 15(3) is modified to read:
- “(3) A Section 73 Compliance Certificate under the Sydney Water Act 1994 must be obtained.*
- Application must be made through an authorised Water Servicing Coordinator. Please refer to the Building Developing and Plumbing section of the web site www.sydneywater.com.au then refer to "Water Servicing Co-ordinator" under "Developing Your Land" or telephone 13 20 92 for assistance.*
- The Section 73 Certificate must be submitted to the Principal Certifying Authority prior to the issue of the Occupation Certificate for each stage.”*
19. The sub-heading *“All Stages”* under Part 18, SECURITY AND SAFETY, is amended to read *“Stages 2-6.”*
20. Condition 23(1) is modified to read:
- “(1) Payment of a contribution for the thirty six (36) dwellings in accordance with the Wollondilly Section 94 Contribution Plan 2000, the cost of which will be determined and payable at the time of the release of the Construction Certificate. The contribution to Council can be offset by way of the dedication of the RE1 Open Space land, as referred to in the executed Planning Agreement signed and dated on 13 November 2017, subject to any variation to the contribution rates applicable at the time of issuing the Occupation Certificates for each stage.”*
21. The sub-heading *“All Stages”* between 24(b) and 24(1) under Part 24, SUBDIVISION PLANS, is amended to read *“Each Stage.”*
22. The sub-heading *“All Stages”* following condition 24(5) is amended to read *“Each Stage.”*
23. Condition 24(5) is modified to read:
- “(5) Submission of a Linen Plan of Subdivision of Lot 13 DP 1188967 to create Torrens Title Lots 1 and 2 to enable Lot 2 to be dedicated to Wollondilly Shire Council as Public Reserve as per the Planning Agreement signed and dated on 13 November 2017.*
- The Public Reserve Land and Section 88B Easement to Drain Water 3m wide shall be in accordance with Schedule 2 of the Planning Agreement signed and dated on 13 November 2017.”*

The following conditions, requested to be amended, have not been successfully modified and remain unaltered.

24. Condition 10(8) remains unaltered.
- Reason: No justification is provided to remove this condition from the consent.
25. Condition 15(1) remains unaltered,
- Reason: A previous modification for the rewording of the condition covers this issue and remains valid.

26. Condition 20(2) remains unaltered.

Reason: The original report to Council emphasises the need to soften the visual impact of the development as early as possible through the use of landscaping.

27. Condition 20(5) remains unaltered.

Reason: Approved landscaping plans L01 D to L04 D have not been amended and the automatic irrigation system is indicated on these plans. Council has previously refused to modify conditions to that effect.

28. All other conditions of consent remain valid and applicable.

NOTE: You are advised that it is the applicant's responsibility to ensure that any modification to the covenants and/or restrictions on use over the subject land is submitted to the Land and Property Management Authority for amendment of the property title. Failure to do so may cause delays to future applications for development or the sale of the property.

Should you feel aggrieved by Council's decision in this matter, or object to the conditions imposed, you are entitled to lodge an appeal with the Land and Environment Court of New South Wales within six (6) months of the date appearing above. Forms for such are obtainable from the Local Court at your request. You may also request a review of the determination under Section 96AB within six (6) months of the date appearing above.

Section 97 of the Environmental Planning and Assessment Act 1979 does not apply to the determination of a development application for State significant development or local designated development that has been the subject of a Commission of Inquiry.

If you require further information regarding this matter, **please contact Mr R Micallef, Assistant Development Assessment Planner on phone (02) 4677 1100** or email council@wollondilly.nsw.gov.au. Please quote File No. 010.2005.00059605.007.

Yours faithfully

Aimee Lee
Team Leader
DEVELOPMENT ASSESSMENT



Our Reference: ID788-05

Deemkies Pty Ltd
55 Victoria Street
POTTS POINT NSW 2011

14 January 2013

Dear Sir/Madam,

**NOTICE OF DETERMINATION
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979
INTEGRATED DEVELOPMENT APPLICATION NO. ID788-05**

Pursuant to Section 81 of the Environmental Planning & Assessment Act, 1979 Notice is hereby given of the determination of Development Application No. ID788-05 relating to the land and proposed development described as follows:

Land: Lot: B DP: 154331, Lot: 1 DP: 782120, Lot: A DP: 154331
Location: 83 Menangle Street PICTON, 79-85 Menangle Street PICTON,
79 Menangle Street PICTON
Proposed Development: Staged 38 Residential Units & Strata Title Subdivision
Date of Determination: 17 December 2012
Lapse Date: 17 December 2017

Pursuant to the Section 81 of the Act, notice is hereby given that the above application has been determined by granting **DEFERRED COMMENCEMENT CONSENT**, subject to the conditions attached.

Notes:

- (1) Except where a condition specifies a limit to the duration of the consent, this approval will expire if the development is not commenced within five (5) years of the determination date appearing above.
- (2) Development Consent does not lapse if the approved use has actually commenced or the proposed work is physically commenced before the lapse date.
- (3) Where construction work is proposed, the granting of development consent is the first step in the process. Before construction work may commence, a Construction Certificate must be obtained from Council or an accredited certifier.

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(4) Should you feel aggrieved by Council's decision in this matter, or object to the conditions imposed, you are entitled to lodge, in accordance with Section 97(1) of the Act, an appeal with the Land and Environment Court of NSW within six (6) months of the date appearing above. Forms for such are obtainable from the Local Court at your request.

(5) This application has not been considered by the Planning Assessment Commission.

DEFERRED COMMENCEMENT CONSENT has been granted to the Application in accordance with the provisions of Section 80(3) of the Environmental Planning and Assessment Act 1979.

THIS CONSENT WILL BECOME VALID AND MAY BE ACTED UPON SUBJECT TO MEETING THE FOLLOWING REQUIREMENTS:

LANDSCAPING

1. A more detailed landscaping plan be provided and be subject of Council's endorsement and that more detailed and enhanced landscaping plan should be based upon the landscape plan provided with the development application with:-
 - a) Improvement of the landscape screening of Blocks A and E from Menangle Street and nomination of the species and availability/sourcing of mature trees (say 4 to 5 metres high) as part of improving the effectiveness of that screening.
 - b) Demonstration of how the establishment of the landscaping will integrate with the staging of the development with the landscaping being effectively established at the earliest reasonable timing, but with no impediment being presented to the logical cost effective progress of other works involved in completing the development.
 - c) The plans ensuring that suitable species and distribution throughout the site to ensure that, at maturity, the landscaping would afford a substantial visual screen from the 9(d) zoned land and from the streetscape.
 - d) No landscaping being shown within the area zoned 9(d) Open Space Reservation Zone under the provisions of the Wollondilly Local Environmental Plan 1991.
 - e) Landscaping, being designed appropriately for the heritage significance of the setting for Wendover House - including along the frontage of the heritage listed building.

This more detailed landscape plan that is drawn to scale by a suitably qualified and practicing landscape architect (such qualifications shall be shown on the plans) shall be submitted to and approved by Council.

FLOOD MANAGEMENT AND CAR PARKING

2. A revised car parking layout shall be provided and be subject of Council's approval which:-
 - a) Includes a total of 56 resident car parking spaces and nine visitor spaces.
 - b) Deletes the proposed six car parking spaces adjacent to Block B which are identified on the Amended Site Plan submitted to Council in June 2012 as being in the low hazard floodway.
 - c) Includes the clear identification of the nine spaces in the high hazard floodway as being visitor spaces.
 - d) Deletes the six residents' spaces in association with Block D which are in the low hazard floodway – but demonstrates the optimum accessibility from the allocated spaces, which must be above the AEP 1% level of 157.5 metres, to the units in Block D.

FLOOD MANAGEMENT AND THE RESIDENTIAL UNIT BUILDING: BLOCK D

3. Revised plans and elevations are to be submitted which:-
 - a) *Re-design residential Block D, at least for that part which is depicted as being in the low hazard floodway, so as to elevate the floor levels of storage units to the AEP 1% flood level of 157.5 metres without increasing the heights to the ceiling of the second floor units or the roof ridge line of Block D.*
 - b) Delete the storage units from Block C, as shown on the submitted plans.

FILLING OF THE LAND

4. A suitably qualified engineer is to provide a plan and formal advice to the effect that:-
 - a) The proposed filling and the provision of any compensatory excavation will have nil net adverse impact on adjacent properties is a requirement in the conditions of consent.

This plan shall be approved, and the formal advice accepted, by Council.

MINE SUBSIDENCE BOARD APPROVAL

- a) A full set of MSB Endorsed Plans (including amended plans as required by 3. above) are to be submitted to Council.

CONSOLIDATION OF ALLOTMENTS

- a) Registration of a plan of consolidation of Lots A and B, DP 154331 and Lot 1 DP 782120.
5. Nothing in this Deferred Commencement consent permits the commencement of any works or development as proposed in this application until the receipt of confirmation of valid development consent from Council.
6. This deferred commencement consent will lapse if the above requirements have not been satisfied within 12 months of the date of the deferred commencement consent.
7. Following compliance with the above conditions of Deferred Commencement Consent, written confirmation of Consent will be forwarded to you from Council.

1. COMPLIANCE

These conditions are imposed to ensure that the development is carried out in accordance with the conditions of consent and the approved plans to Council's satisfaction.

- (1) Development shall take place in accordance with the endorsed plans submitted to Council in the development application, as amended in June 2012 and in response to the Deferred Commencement Conditions above, except where varied by the conditions of the operational consent below.

All Stages:-

- (2) Development Consent is granted for the staged construction of residential units and subsequent strata subdivision comprising the following.
- (3)
- Stage 1: The construction of parking spaces, ancillary infrastructure and landscaping for Wendover House
 - Stage 2: The construction of Block A, car parking and associated infrastructure for Wendover House
 - Stage 3: The construction of Block B, car parking and associated infrastructure for Wendover House
 - Stage 4: The construction of Block C, car parking and associated infrastructure for Wendover House
 - Stage 5: The construction of Block D, car parking and associated infrastructure for Wendover House
 - Stage 6: The construction of Block E, car parking and associated infrastructure for Wendover House

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- (4) All building work must be carried out in accordance with the provisions of the Building Code of Australia. This condition does not apply to the extent to which an exemption is in force under Clause 187 or 188 of the Environmental Planning & Assessment Regulations, 2000, subject to the terms of any condition or requirement referred to in Clause 187(6) or 188(4).
- (5) Unless permitted by another condition of this consent, there shall be no tree clearing unless the vegetation is:-
 - (a) Within the footprint of an approved building, access driveway or other structure; or
 - (b) Within 3 metres of the footprint of an approved building; or
 - (c) Preventing the achievement of the minimum asset protection zone requirements under the relevant planning for bushfire protection guidelines.
- (6) Where any work associated with this consent has the potential to disturb neighbours through the generation of noise, dust, odour, vibration or through deliveries to the site the person with control over the works shall advise the occupants of all adjoining and potentially affected properties of the timing and duration of such works. The land owner has the ultimate responsibility for ensuring that anybody undertaking works under this development consent on their behalf is aware of this requirement and completes the task required by this condition.
- (7) A section 88B Restriction shall be created that states that the area identified as the 9(d) Open Space Reservation Zone in accordance with the provisions of the Wollondilly Local Environmental Plan 1991 is nominally a 'conservation Area', and shall not be used for the erection of buildings, grazing, clearing of any vegetation, vehicle paths, dams, asset protection zones or any other similar purpose.

(Reason: To ensure that the Shale/Sandstone Transitional Forest vegetation that is located at the rear of the subject land is protected in accordance with the NSW Threatened Species Conservation Act 1995 and the Commonwealth Environment Protection and Biodiversity Conservation Act 1999).
- (8) Prior to the release of any Occupation Certificate and/or Subdivision Certificate for Stage 1, any onsite sewage management system servicing Wendover House shall be decommissioned in accordance with Council's policy.
- (9) Prior to the release of any Occupation Certificate and/or Subdivision Certificate for Stage 1, Wendover House shall be connected to reticulated sewer. Documentary evidence shall be forwarded to Council demonstrating compliance with this condition.

- (10) Prior to the release of any Construction Certificate, photographs of the sandstone gutters immediately in front of Wendover House shall be taken and provided to Wollondilly Shire Council to show the current condition of the heritage listed drainage infrastructure.

(Reason: To ensure that the heritage listed sandstone gutters are protected from all construction vehicles and the like during the construction phase of the development).

- (11) The sandstone gutters that are located at the access points to the subject land shall be removed prior to the commencement of any site works and provided to Council for storage. The sandstone gutters shall then be re-instated as far as practicable, at the completion of works subject of this consent. All costs associated with complying with this condition shall be paid for by the persons having the benefit of this consent.
- (12) Prior to the release of any Occupation Certificate for Stage 2, the works required by the NSW Transport Roads and Maritime Services shall be satisfied.

2. INTEGRATED DEVELOPMENT

These conditions have been imposed to ensure that the development is carried out in accordance with the requirements of other Approval Authorities:-

All Stages

- (1) The attached General Terms of Approval issued by the NSW Rural Fire Service are included as conditions of this Consent.
- (2) The attached General Terms of Approval issued by the NSW Department of Primary Industries Office of Water dated 13 August 2012 and 5 October 2010 are included as conditions of this Consent.
- (3) Certification shall be provided to Wollondilly Shire Council that the works required by Condition 2(1) and 2(2) have been completed prior to the release of any Occupation Certificate.

3. NATHERS / ABSA CERTIFICATES

These conditions have been imposed to ensure that the structure is constructed to approved standard and related approvals.

All Stages

- (1) All construction works, including any insulation requirements or other specific requirements shall comply with the relevant ABSA / Nathers Certificate prior to the release of any Occupation Certificate.

- (2) Documentary evidence shall be provided to the Principal Certifying Authority certifying that Condition (1) has been satisfied.

4. **BUILDING DESIGN**

These conditions have been imposed to ensure that the appearance/construction of building works complies with the aims and objectives of Council's relevant Development Control Plans, Policies and relevant Statutory Regulations.

All Stages

- (1) The design details of the proposed building façade, including all external finishes, glazing and colours, must be in accordance with the approved materials schedule and sample board prepared by submitted to Council in September 2011.
- (2) Highly contrasting coloured brickwork and finishes shall only be used on sills, window heads, string courses etc.
- (3) Any above ground water storage tanks shall be coloured or painted in earthy tones to blend with the natural environment or building immediately adjoining the water tank to reduce their visual impact.
- (4) A certificate from a structural engineer shall be provided to the Principal Certifying Authority prior to the release of the Construction Certificate certifying that the existing structure is capable of withstanding the forces of the proposed addition.
- (5) All units shall be connected to the reticulated sewerage scheme prior to any occupation of the development or the issue of any Occupation Certificate for the new additions. Evidence of connection in the form of a plumber's certificate shall be submitted to the Principal Certifying Authority.
- (6) All plumbing and drainage works shall be carried out in accordance with the New South Wales Plumbing & Drainage Code of Practice and Australian Standard AS3500 except where otherwise provided in the Local Government Act 1993 and the Local Government (General) Regulation, 2005.
- (7) The adaptable dwellings shall have visual alarms installed in accordance with AS2220.1, "Design for Access and Mobility". The alarm shall be arranged to flash in conjunction with the audible alarm.
- (8) The adaptable dwellings shall comply with AS1428 "Design for Access and Mobility".
- (9) A continual path of accessible travel shall be provided from the accessible parking spaces to each adaptable dwelling. Details shall be provided on the engineering design plans prior to the release of any Construction Certificate for the development.

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- (10) A continual path of travel shall be provided from the entrance of the development site throughout the development site including all public areas. That is, the parking areas and communal open space area. Details shall be provided on the engineering design plans prior to the release of any Construction Certificate.
- (11) Prior to the release of any Occupation Certificate certification shall be provided demonstrating that Conditions (7), (8) and (9) have been satisfied.
- (12) All units that have private open space located at ground floor level shall have opaque glass balustrades or balustrades that provide a visual buffer from the private open space and the communal open space areas.
- (Reason: To ensure the visual protection of all ground level private open space areas to and from communal open space areas).
- (13) The placement of garage doors on undercover parking spaces is not permitted.

5. FLOOD PRONE AREAS

These conditions have been imposed to reduce the risk and implications of flooding for development works that are carried out in flood affected areas within the Shire.

All Stages

- (1) The property has been identified as being partly within the 1% AEP flood affected area. This flood has been adopted for the purpose of controlling development. The appropriate 1% AEP flood level is approximately 157.25 metres AHD.
- (2) The minimum floor level of all units (excluding garages) shall be 0.5 metres above the 1% AEP flood level (157.75 metres AHD). The minimum floor level of all garages, carports and all allocated spaces for resident parking shall be above the 1% AEP flood level (157.25 metres AHD).
- (3) A certificate from a registered Surveyor shall be supplied to the principal certifying authority prior to pouring the floor slab (or placing the flooring), verifying compliance with the minimum floor level specified above.
- (4) Information shall be provided to Council by a suitably qualified and experienced engineer indicating that the proposed development will be unlikely to significantly increase the 5% AEP and 1% AEP flood levels or peak flood flow velocities on adjacent properties and that the proposed building can withstand the likely conditions experienced during the Designated Flood without suffering significant damage.
- (5) The structures (up to 157.75 metres AHD) shall be constructed of damage resistant, flood compatible materials in accordance with 'REDUCING VULNERABILITY OF BUILDINGS TO FLOOD DAMAGE Guidance on Building in Flood Prone Areas':

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<http://www.ses.nsw.gov.au/content/documents/pdf/resources/buildingguidelines>

Prepared for the Hawkesbury-Nepean Floodplain Management Steering Committee and published on the Hawkesbury-Nepean Flood safe website:

<http://www.ses.nsw.gov.au/community=safety/floodsafe/hawkesbury-nepean-floodsafe>

- (6) Prior to the issue of a Construction Certificate, information shall be provided to Council by a suitably qualified and experienced professional to demonstrate that it is possible for occupants to escape during an extreme flood without requiring emergency services intervention.

The condition shall be deemed satisfied by the provision of continuously rising path for pedestrians and/or vehicles from the ground floor unit of all blocks.

- (7) Any filling outside the areas identified on the plans approved by Council shall be prohibited without a separate additional development consent.
- (8) Flood warning signs and depth indicators shall be installed along the banks of Stonequarry Creek at suitable locations and within the land zoned 9(d) Open Space Reservation Zone under the provisions of the Wollondilly Local Environmental Plan 1991 and within the flood affected communal open space areas to warn residents of flood danger in the creek in the event of an extreme rainfall event.

Details shall be provided on the engineering design plans.

6. CONSTRUCTION GENERAL

These conditions have been imposed to ensure that all construction work is undertaken to an approved standard and related approvals.

All Stages

- (1) Construction shall not commence, nor does any earthworks or placement of site shed, prior to the issue of a Construction Certificate by the Principal Certifying Authority.
- (2) All construction and building work shall be restricted to between 7:00am and 5:00pm Mondays to Saturdays (inclusive) and prohibited on Sundays and Public Holidays unless written approval to vary the hours of work is granted by Council.

- (3) Excavated area/s adjacent to the building shall be retained and drained to prevent the subsidence of the excavation and/or entry of surface water to the building. Where the retaining wall exceeds 600mm in height, plans and specifications of the retaining wall shall be submitted and approved before construction commences, and where the height exceeds 1 metre in height, a certificate prepared by a suitably qualified Structural Engineer shall be submitted with the plans and specifications.
- (4) Toilet facilities are to be provided, at or in the vicinity of the work site on which work involved in the erection or demolition of a building is being carried out, at the rate of one toilet for every 20 persons or part of 20 persons employed at the site. These facilities are to be provided prior to the commencement of any works and:-
- (a) Must be a standard flushing toilet; and
 - (b) Must be connected:-
 - (i) to a public sewer, or
 - (ii) if connection to a public sewer is not practicable, to an accredited sewage management facility approved by the Council, or if connection to a public sewer or an accredited sewage management facility is not practicable, to some other sewage management facility approved by the Council.

In this condition:

Accredited sewage management facility means a sewage management facility to which Division 4 of Part 2 of the *Local Government (General) Regulation 2005* applies, being a sewage management facility that is installed or constructed to a design or plan the subject of a certificate of accreditation referred to in clause 41 of the Regulation.

Approved by the Council means the subject of an approval in force under Division 4 of Part 2 of the *Local Government (General) Regulation 2005*.

Sewage Management Facility has the same meaning as it has in the *Local Government (General) Regulation 2005*.

- (5) Prior to the issue of any construction certificate, sufficient information must be forwarded to the Principal Certifying Authority illustrating compliance with the relevant provisions of the Building Code of Australia. Where Council is to be the PCA Council's Development Services Section may be contacted between 8:00am and 10:00am Monday to Friday on 02 4677 1100 if further clarification is required.
- (6) All trees outside a radius of 3m from the building shall be preserved unless prior approval in writing for their removal or lopping is obtained from the Council.

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- (7) Any damage to the Council footway, road or other land shall be restored in accordance with Council's specifications prior to the issue of any Occupation/Subdivision Certificate for the development.
- (8) An appropriate fence preventing public access to the site shall be erected for the duration of construction works.
- (9) All excavation and backfilling associated with the erection or demolition of a building must be executed safely and in accordance with appropriate professional standards.

All excavations associated with the erection or demolition of a building must be properly guarded and protected to prevent them from being dangerous to life or property.

- (10) If the soil conditions require it:-
 - (1) Retaining walls associated with the erection or demolition of a building or other approved methods of preventing movement of the soil must be provided; and
 - (2) Adequate provision must be made for drainage.

7. SUPPORT FOR NEIGHBOURING BUILDINGS

- (1) If an excavation associated with the erection or demolition of a building extends below the level of the base of the footings of a building on an adjoining allotment of land, the person causing the excavation to be made:-
 - (a) Must preserve and protect the building from damage; and
 - (b) If necessary, must underpin and support the building in an approved manner; and
 - (c) Must, at least seven days before excavating below the level of the base of the footings of a building on an adjoining allotment of land, give notice of intention to do so to the owner of the adjoining allotment of land and furnish particulars of the excavation to the owner of the building being erected or demolished.
- (2) The owner of the adjoining allotment of land is not liable for any part of the cost of work carried out for the purposes of this Clause, whether carried out on the allotment of land being excavated or on the adjoining allotment of land.

In this Clause, allotment of land includes a public road and any other public place.

- (3) There shall be no burning of builder's rubble, felled trees or other material on site.

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8. ENGINEERING AND CONSTRUCTION SPECIFICATIONS

These conditions have been imposed to ensure that developments within the Shire are of a standard which is both safe and acceptable to Council and members of the public:-

All Stages:

- (1) All works are to be designed and carried out in accordance with Wollondilly Shire Council's adopted Design and Construction Specification.
- (2) Engineering design plans for driveways, car parking, manoeuvring areas, footpath, retaining walls and stormwater drainage for the complete site development, shall be submitted to the nominated Principal Certifying Authority.

The plans must be approved prior to the issue of a Construction Certificate for any works associated with this development. All levels are to be reduced to Australian Height Datum. Road design parameters shall comply with the requirements of Council's Design Specifications.

- (3) Where Council's Construction Specification requires that density tests, beam tests or CBR tests be undertaken, the results shall be forwarded to Council within 7 days. A NATA registered laboratory shall carry out the tests. When testing for density, the Standard Compaction testing method is to be used.

Failure to submit test results may result in Council refusing to issue completion certificates and hence may result in additional works being required.

- (4) A defects liability period of 12 months will apply from the date of issue of the Certificate of Practical Completion by Council and for Public Roads the 12 months is dated from the date of registration of the road as a Public Road.

A 10% maintenance bond, or a minimum of \$1,000 whichever is greater, is to be lodged in accordance with council's Construction Specification for all work that is to become the property of Council.

- (5) A certified "Works as Executed" plan from a Chartered Professional Engineer or Registered Surveyor is to be submitted to the Principle Certifying Authority before issue of an Occupation Certificate.

The "Works as Executed" plan must certify that the works have been constructed in accordance with the approved drawings and to the levels specified.

- (6) A "Traffic Management Plan" that details suitable safety measures that will be implemented whenever work is being undertaken in the public road reserve shall be submitted to Principal Certifying Authority.

The safety precautions are to be in accordance with the requirements of the RMS's "Traffic Control at Work Sites" manual.

The plan is to be prepared and endorsed by a person with current RTA certification and provided to the Principal Certifying Authority before the issue of a Construction Certificate for development.

- (7) This consent authorises both engineering and building works to be undertaken. A separate Construction Certificate shall be issued for each category of works, that is, a separate Engineering Construction Certificate (for any on-site detention, inter-allotment drainage, public road works, etc) and a separate Building Construction Certificate (for all works relating to the erection and fit-out of a structure).

A CONSTRUCTION CERTIFICATE FOR THE COMPLETE CIVIL WORKS MUST BE ISSUED PRIOR TO THE ISSUE OF A BUILDING CONSTRUCTION CERTIFICATE WITH THE CERTIFIED PLANS OF THE CIVIL ENGINEERING WORKS ALSO INCORPORATED INTO THE BUILDING PLANS.

- (8) Engineer's Certification shall be provided to the Principal Certifying Authority for all civil works carried out within the private property prior to any occupation of the development or the issue of any Occupation Certificate.
- (9) A "Soil and Water Management Plan" (SWMP) that outlines the measures that will be taken to limit and contain sediment laden runoff during construction shall be submitted to Principal Certifying Authority. The measures shall be in accordance with Council's Construction specification and the Department of Housing's "Blue Book". The plan is to be approved by Principal Certifying Authority with the Engineering Plans.

9. DRAINAGE/STORMWATER

These conditions have been imposed to ensure drainage/stormwater is appropriately managed.

All Stages

- (1) Stormwater run-off from and through the property is to be appropriately managed so as to control nuisance, damage and hazard during storm events.
- (2) Stormwater run-off from all impervious surfaces on the property shall be collected and conveyed to a point suitable for integration with either the natural or constructed stormwater drainage system.

A piped drainage system shall be provided to convey run-off from storms up to the 10% AEP. Defined overland flow paths shall be provided to safely convey runoff from storm events up to the 1% AEP.

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- (3) The applicant shall ensure that post development stormwater discharge from the subject site into the RTA drainage system does not exceed the pre-development application discharge.
- (4) Details shall be shown on the engineering for staging of the drainage work, with the final main drainage and creek outlet completed prior to the issue of an Occupation Certificate for Stage 3.
This plan shall be approved by the Principal Certifying Authority prior to the issue of any Construction Certificate.
- (5) The stormwater discharge from the site to Creek shall have adequate stormwater pollution control devices installed at the outlet for the control of litter, sediment pollution and dissolved pollutants.

Details of the pollution control devices shall be shown on the engineering plans for approval by the Principal Certifying Authority before issue of a Construction Certificate for this development.

The discharge for the stormwater system shall be to a level where it won't impact the Water quality of Stonequarry Creek. Details are to be submitted to the Principal Certifying Authority prior to issue of the Construction Certificate.

- (6) The applicant shall provide full computer modelling of the stormwater drainage design and analysis of the site to the Principal Certifying Authority for approval prior to issue of a Construction Certificate and results of the computer output shall be shown on the engineering plans.

Detention System shall be designed to ensure that post development flow rates from the site is not more than pre-development site discharge at each discharge point for all rainfall events up to 1 in 100 year ARI.

- (7) An operation and maintenance plan for the management of the detention system shall be approved by Council prior to the issue of a Construction Certificate.

10. CARPARKING/LOADING/ACCESS

These conditions have been imposed to:-

- (a) Ensure that adequate provision is made for off street parking, appropriate to the volume and turnover of traffic generated by the development.
- (b) Ensure that adequate manoeuvring space is provided for parking areas, loading bays and entry to facilities.

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All Stages

- (1) The internal access road shall be a minimum 4.0 metres wide, car parking spaces and manoeuvring areas are to be constructed using, exposed aggregate concrete or other coloured or textured finish and shall be compatible with the external colours, materials and finishes of the dwellings.

A detailed plan showing the dimensions, grades and finishes of all parking, driveway and manoeuvring spaces shall be submitted with the Construction Certificate to demonstrate compliance with Australian Standard AS2890.1(2004). All dimensions are to be measured from the inside face of kerbs and edging to driveway, parking spaces and manoeuvring areas.

- (2) Details shall be shown on the engineering design plans that ensure that traffic can only circulate throughout the site in a clockwise manner.

Consideration should be given to the installation of a shark traffic control spike device.

Stage 1

- (3) In accordance with the provisions of Development Control Plan No.7 - Off Street Car Parking - Six (6) sealed car parking spaces and access thereto shall be provided for the proposed development. Such spaces are to measure not less than 2.6m x 5.5m and are to be marked on the pavement.
- (4) The existing driveway shall be removed and the kerb and gutter reinstated using sandstone blocks removed for the new access driveway.
- (5) The applicant shall provide a heavy duty concrete driveway, the width shall comply with the RMS Guide To Traffic Generating Developments. A gutter bridge is not permitted, footpath levels shall be adjusted to achieve satisfactory grades. Details including longitudinal sections in both directions shall be shown on the engineering plans for approval by the Principle Certifying Authority, these details shall include any adjustment to utility services that may be required.

Stage 2

- (6) In accordance with the provisions of Development Control Plan No.7 - Off Street Car Parking - Twelve (12) sealed car parking spaces and access thereto shall be provided for the proposed development. Such spaces are to measure not less than 2.6m x 5.5m and are to be marked on the pavement.

Parking space numbers 18 and 19 shall be turned to provide right angle parking off the access road.

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- (7) A heavy duty concrete driveway shall be provided and the width shall comply with the RMS Guide to Traffic Generating Developments. A gutter bridge is not permitted, footpath levels shall be adjusted to achieve satisfactory grades. Details including longitudinal sections in both directions shall be shown on the engineering plans for approval by the Principle Certifying Authority, these details shall include any adjustment to utility services that may be required.
- (8) The applicant shall construct the complete access and associated drainages for all stages of the proposed development.
- Details are to be shown on the engineering plans for approval by the Principle Certifying Authority prior to the issue of a Construction Certificate.
- (9) Entry and exit signage shall be detailed on the engineering plans for approval by the Principle Certifying Authority prior to the issue of a Construction Certificate.

Stage 3

- (10) In accordance with the provisions of Development Control Plan No.7 – Off Street Carparking – Ten (10) sealed car parking spaces and access thereto shall be provided for the proposed development. Such spaces are to measure not less than 2.6m x 5.5m and are to be marked on the pavement.

Stage 4

- (11) In accordance with the provisions of Development Control Plan No.7 – Off Street Car Parking – three (3) sealed car parking spaces and nine visitor spaces and access thereto shall be provided for the proposed development. Such spaces are to measure not less than 2.6m x 5.5m and are to be marked on the pavement.

To conform with Condition (2) Flood Prone Areas the parking spaces in this stage shall be designated as Visitor Parking.

Stage 5

- (12) In accordance with the provisions of Development Control Plan No.7 – Off Street Car Parking – six (6) sealed car parking spaces and access thereto shall be provided for the proposed development. Such spaces are to measure not less than 2.6m x 5.5m and are to be marked on the pavement.

Stage 6

- (13) In accordance with the provisions of Development Control Plan No.7 – Off Street Car Parking – Eighteen (18) sealed car parking spaces and access thereto shall be provided for the proposed development. Such spaces are to measure not less than 2.6m x 5.5m and are to be marked on the pavement.

All Stages

- (14) A minimum of eight (8) the required car parking spaces shall be reserved for people with mobility impairment in accordance Australian Standard AS2890.6.

These spaces shall have dimensions as required by AS2890.1 and shall be appropriately signposted and marked on the pavement.

- (15) All visitor parking spaces shall be appropriately signed stating that they are solely for visitor parking only and such wording shall also be stenciled onto the pavement of each visitor parking space.
- (16) One visitor parking space shall be designed as a car wash bay. Details shall be provided on the EDP prior to the release of any Construction Certificate.

11. PUBLIC ROADS

These conditions have been imposed to ensure all public road works required by the development are provided to an adequate standard.

All Stages

- (1) The person having the benefit of this consent shall, at no cost to Council, construct and dedicate to Council a suitable road or roads to ensure all lots will have access to an appropriate public road. The road shall be constructed to Council's Design Specifications.
- (2) Provision of Vehicular Access to the site through the construction of layback gutter crossings/concrete footpath crossings in accordance with Council's Construction Specifications. All obsolete vehicular crossings must be reconstructed as kerb.

Note: Any adjustment to services shall be at the expense of the applicant and is additional to the contributions required by Council. Prior to the construction of the crossing, approval shall be obtained from Council's Works Section. A property entrance application shall be submitted to Council with payment of the current fees for the access construction.

- (3) In accordance with Section 138 of the Roads Act a 138 Consent Certificate must be obtained from Council's Infrastructure Planning Section a minimum seven days prior to commencement of work. A fee is payable for issue of this Consent Certificate.

12. EROSION AND SEDIMENT CONTROL

These conditions have been imposed to minimise the impact of the Development on the environment and on adjoining properties.

All Stages

- (1) All disturbed areas are to be stabilised by turfing, mulching, paving or otherwise suitably stabilised within 30 days of completion.
- (2) Vehicle access is to be controlled so as to prevent tracking of sediment onto adjoining roadways, particularly during wet weather or when the site has been affected by wet weather.
- (3) Erosion and sediment control devices are to be installed prior to any construction activity on the site. These devices are to be maintained for the full period of construction and beyond this period where necessary.
- (4) Topsoil stripped from the construction site is to be stockpiled and protected from erosion until re-used during landscaping.
- (5) Stockpiles of construction and landscaping materials, and site debris are to be located clear of drainage lines and in such position that they are within the erosion containment boundary or are equivalently protected from erosion and do not encroach upon any footpath, natural strip or roadway.
- (6) All excess material shall be removed from the site. The spreading or stocking piling of excess material on site is not permitted.

13. EARTH FILL

These conditions have been imposed to ensure the safe disposal of fill:-

All Stages

- (1) All filling on the site, including footpath areas, shall be compacted to not less than 95% Standard Compaction. A report on the site filling is to be submitted in accordance with Wollondilly Shire Council's Construction Specification by an appropriately qualified Geotechnical Engineer or Soil Scientist.

Such a report shall be supported by a survey plan of the site indicating the areas filled and depth of fill in relation to the lot boundaries.

- (2) There shall be no encroachment onto adjoining lands by fill placed near boundaries.
- (3) Surface stormwater shall be controlled in such a manner that no significant alterations to existing flows onto adjoining properties occur.
- (4) Only fill characterised as VENM or ENM under the guidelines of the NSW Environmental Protection Authority may be used in this development. Copies of validation reports for all fill used shall be retained and presented to Council on request.
- (5) Where Council cannot be satisfied that the fill is suitable for its proposed use with regard to potential contamination the filled area shall not be used and works in that area shall cease until the fill is validated to the satisfaction of a NSW EPA accredited Site Auditor.
- (6) Fill batters shall be limited to a maximum slope of 1 in 2 for batters greater than 0.6 metres in height unless supported by a geotechnical report prepared to the satisfaction of Council.

In the case of batters less than 0.6 metres in height the maximum slope shall be 1 in 4 unless supported by a geotechnical report prepared to the satisfaction of Council.

- (7) Certification shall be provided to Council by a Registered Surveyor certifying that the development has complied with the conditions of this consent relating to the depth and extent of filling permitted on the site.

14. INSPECTIONS

These conditions have been imposed to ensure that construction works are undertaken to an approved standard.

All Stages

- (1) Building works shall be inspected by the Principal Certifying Authority at critical stages of construction to ensure they comply with the Building Code of Australia and associated approvals. Where Wollondilly Shire Council is nominated as the Principal Certifying Authority these inspections shall include:-

- Footings
- Pier holes before pouring of concrete
- Steel reinforcing before pouring of concrete
- Wet area damp proofing and flashing before lining
- Structural steel work before covering
- Stormwater drainage before backfilling
- Bearers and joist inspection before flooring is fixed
- Frame work before internal cladding or lining is fixed
- Completion of the building work before occupation or use.

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(2) The engineering works shall be inspected by the Principal Certifying Authority at the following stages of construction to ensure they comply with Council's Construction Specification and associated approvals:-

- Prior to commencement of any construction work on the site, after erosion and sediment control and traffic control measures are implemented.
- When drainage lines have been laid, jointed and bedded, prior to backfilling.
- Prior to pouring of the drainage pits, when the formwork and steel is in place.
- When road works have been excavated to subgrade, prior to placing of pavement.
- When subsoil drainage lines have been excavated and drainage pipe laid prior to placing filter material.
- After shaping and prior to topsoil/turf placement of overland flow paths.
- During the roller test, which is to be carried out using a three point roller or approved equivalent.
- At sealing.
- At completion of the preparation of kerb and guttering subgrade.
- At completion of the preparation of all concrete layback gutter crossing subgrade.
- Prior to pouring concrete for concrete footpath/cycleway, when formwork and steel is in place.
- Prior to pouring vehicle crossing slabs, when formwork and steel is in place.
- Prior to pouring concrete to driveway/car park slabs, when form work and steel is in place.
- At practical completion of works.
- At final completion of works (minimum of 12 months after date of issue of practical completion certificate).

Note: It is the responsibility of the applicant or contractor to notify the Principal Certifying Authority when inspections are required. Failure to notify may lead to additional work being required prior to issue of inspection certificates. A minimum of 24 hours notice is required for inspections where Council is the Principal Certifying Authority.

(3) Prior to the issue of a Construction Certificate for this development the following is required to be paid to Wollondilly Shire Council:-

- Road Damage Inspection Fee (if development cost greater than \$5,000 and not paid at the time of lodgement of Development Application).

The amount to be paid shall be in accordance with Wollondilly Shire Council's adopted fees and charges at the time of payment.

- (4) If the Principal Certifying Authority notifies the site manager or other contractor that a work or works are unsatisfactory for any reason all works on the site shall cease until the matter is resolved to the satisfaction of the PCA.

15. SERVICES

These conditions have been imposed to ensure that an adequate level of services are provided for the development:-

All Stages

- (1) Electricity supply is to be made available to all proposed dwellings in accordance with the requirements of Endeavour Energy. In this regard, written confirmation from Endeavour Energy that suitable arrangements have been made shall be submitted to the Principal Certifying Authority prior to the release of the Construction Certificate.
- (2) Provision is to be made for the supply of telephone services to all proposed dwellings in accordance with the requirements of Telstra. In this regard, written confirmation from Telstra Australia that arrangements have been made shall be submitted to the Principal Certifying Authority prior to the release of the Occupation Certificate.
- (3) A Section 73 Compliance Certificate under the Sydney Water Act 1994 must be obtained.

Application must be made through an authorised Water Servicing Co-ordinator. Please refer to the Building Developing and Plumbing section of the web site www.sydneywater.com.au then refer to "Water Servicing Co-ordinator" under "Developing Your Land" or telephone 13 20 92 for assistance.

The Section 73 Certificate must be submitted to the Principal Certifying Authority prior to the issue of any Occupation Certificate for the development.

- (4) All power and services within the site shall be underground.
- (5) All of the letter boxes for the development shall be contained in the one structure which shall be constructed from materials that are complimentary to those used in the buildings on the site.

The letter box structure shall be to the satisfaction of Australia Post and shall be positioned so that it does not obstruct sight lines for vehicles entering or leaving the site or adjoining land.

A concrete or other pathway constructed from materials complementary to the development shall link the letter box structure to the rest of the development.

Details shall be forwarded to Council's Heritage Advisor prior to the release of any Construction Certificate for the development.

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- (6) Clothes lines shall be provided for the development as shown on the approved plans of development and shall not be visible from a public place.
- (7) Only one roof top antenna is permitted for each proposed building. This shall be used to service each unit within that building.

16. WASTE MANAGEMENT

These conditions have been imposed to ensure that wastes are correctly stored, disposed of and controlled at all times to prevent accidents and to maintain clean and tidy premises:

All Stages

- (1) Disposal of construction and building waste material shall be undertaken in accordance with the Waste Management Plan approved by the Principal Certifying Authority in response to a condition of this consent.
- (2) Each dwelling shall be provided with an area to be used to store Council's standard garbage and recycling containers with such area not visible from the street and easily accessible to dwelling occupiers.
- (3) During the construction stage all waste streams are to be stored separately and to include:
 - 1. Material to be recycled
 - 2. Material to be transferred to Landfill
 - 3. Material to be reused on the site.
- (4) Units to be serviced with Council's Domestic Waste Management Service in accordance with Section 496 of the Local Government Act 1993.
- (5) Landscaped waste bin storage areas to be provided of dimensions to store 360 litre garbage and recycling mobile garbage bins with the waste bin storage area to be maintained in a clean and tidy condition.
- (6) A written indemnification shall be provided to Council and Council's Contractors for any injury, loss, damage, wear/tear or inconvenience during the use of the private access way for the purpose of collecting and removal from the property any garbage, refuse, waste or recyclables with collection vehicles.
- (7) The access pavement shall be designed for the maximum wheel loading from a fully laden standard side loading garbage truck.

Details shall be shown on the engineering plans for approval by the Principle Certifying Authority prior to the issue of a Construction Certificate.

17. OCCUPATION AND USE

These conditions have been imposed to ensure the development and associated activities/operation are acceptable in terms of the amenity of the neighbourhood and the public interest whilst maintaining its functional operation:-

All Stages

- (1) The disturbed areas surrounding the building work shall be reinstated to Council's satisfaction upon completion of the work.
- (2) The premises shall be maintained in a clean and tidy state at all times.
- (3) The footpaths shall be kept clear of signs, fixtures and goods at all times.
- (4) The buildings shall not be occupied or used until an Occupation Certificate is issued by the nominated Principal Certifying Authority.

18. SECURITY AND SAFETY

These conditions are imposed to ensure that the development is compliant with the Safer by Design Principles.

All Stages

- (1) Laminated glass walls and windows shall be used to facilitate supervision of common entry areas.
- (2) Landscaping shall be designed to afford good sight lines from private vantage points to all public areas.
- (3) Store and electrical meter rooms shall have doors that can be locked at all times.
- (4) Such doors as required by Condition 18(3) shall have power company lock.
- (5) Lighting shall be provided throughout all communal open space areas. Details shall be provided on the engineering design plans demonstrating that such lighting is compliant with Australian Standard AS1158.1 - Pedestrian.
- (6) Lighting shall be provided throughout the parking area. Details shall be provided on the engineering design plans and demonstrate compliance with AS 1158 – car parks.
- (7) All safety and security lighting shall be bright enough to allow for facial recognition 15m away from approaching persons.
- (8) Such lighting as required above shall be anti vandal type lights.

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- (9) Lighting shall be provided within any undercover area and details shall be provided on the engineering design plans demonstrating compliance with the relevant AS.
- (10) The walls and ceiling of any undercover parking areas shall be painted in a light colour.
- (11) All lighting shall be controlled and located in a vandal proof box. Each unit block shall have its own secure and lockable vandal proof box.
- (12) Lighting shall be installed in the pergola area.
- (13) Landscaping shall be designed and established so that when mature, it does not provide natural ladders afford access to higher parts of any buildings.
- (14) Vegetation shall be 3-5 metres clear of pathways.
- (15) Signage shall be erected to all entry and exit points and throughout the development to assist users and warn intruders that they will be prosecuted.
- (16) All parking areas that are located under any component of any building shall contain signage advising that such parking is for "residents only".
- (17) A graffiti management plan shall be incorporated into the strata management plan.
- (18) The graffiti management plan shall require that all graffiti is to be removed within 48 hours.
- (19) All foyers shall be fitted with electronic access control equipment to enhance physical security throughout the site.
- (20) Intercom facilities shall be established throughout the site to enable residents and visitors to communicate and identify people prior to admission into the building.
- (21) An auxiliary lock shall be provided to enable emergency services to access the development during emergency periods.
- (22) Security doors shall be provided to doors from public to private areas.
- (23) Resident only access shall be provided from all foyer locations to reduce opportunities for theft from vehicles, motor vehicle theft and entrapment.

(Reason for Conditions (1) to (23): The NSW Police LAC have recommended that these conditions be imposed to ensure and afford protection and safety to the future residents of the development.)

19. HERITAGE

These conditions have been imposed to ensure that development is carried out in a manner sensitive to the heritage values in the locality.

All Stages

- (1) New services for Wendover House (if any) shall be surface mounted rather than chased into existing walls to minimise impact on heritage fabric and shall be coloured to blend in with the building.
- (2) Should any Aboriginal relics be unexpectedly discovered in any areas of the site not subject to an excavation permit, then all excavation or disturbance to the area is to stop immediately and the National Parks and Wildlife Service (NPWS) should be informed in accordance with Section 91 of the National Parks and Wildlife Act, 1974.
- (3) Should any historical relics be unexpectedly discovered in any areas of the site, then all excavation or disturbance to the area is to stop immediately and the Heritage Council of NSW should be informed in accordance with Section 146 of the Heritage Act 1977.
- (4) Prior to the commencement of any site works and prior to the issue of any Construction Certificates, a photographic record of Wendover House, the sandstone heritage gutters that are located immediately in front of Wendover House shall be prepared in accordance with "Guidelines for photographic recording of Heritage Sites, Buildings and Structures published the NSW Heritage Council, June 1994".
- (5) Prior to the completion of Stage 1 of the development and prior to the release of any Construction Certificates for any other stage of the development an interpretive sign shall be placed in the front of Wendover House such that it is visible and readable from the public footpath. The interpretive sign shall include details of the age and history of Wendover House. The content, size and location of the sign shall be approved by Council after consultation with Council's Heritage Advisor and prior to the erection of the sign.

This record shall be submitted in accordance with the requirements of these guidelines.

20. LANDSCAPING

These conditions have been imposed to reduce the impact of any development activity on the landscape/scenic quality through vegetation works and maintenance.

All Stages

- (1) Landscaping is to be installed in accordance with the approved plan subject of the Deferred Commencement Condition One (1).

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The landscaping must be maintained in accordance with the details provided on that Plan at all times.

- (2) All landscaping shall be established in accordance with the approved plans prior to the release of any Occupation Certificate for any unit within Stage 2.

(Reason: To ensure that landscaping takes root and become mature prior to the final Occupation Certificate being issued for the development.)

- (3) All trees that are to be retained are to be protected by fencing, firmly staked within the drip line/canopy of the tree and maintained during the duration of the works.

The area within the fencing must not be used for stockpiling of any material, nor for vehicle or pedestrian convenience.

- (4) Prior to the release of any Occupation Certificate for each unit block, any landscaping that has perished and/or removed as part of site works shall be replaced in accordance with the approved plans of development.

- (5) An automatic irrigation system shall be established within all landscaping areas.

Stage 1 Only

- (6) A landscaping management plan for the whole site shall be prepared and endorsed that requires the body corporate to undertake routine maintenance of all landscaping throughout the site. The plans must require that the body corporate to ensure that the approved landscaping plan is adhered to at all times.

21. FENCING

These conditions are imposed to ensure that any fencing has a minimal effect on the landscape/streetscape/environment of the locality:-

All Stages

- (1) All fencing is to be installed in accordance with the provisions of Council's Fencing Policy.
- (2) Timber lapped paling construction (or similar) shall be provided along the eastern property boundary between the existing colourbond fence and the highest part of the high hazard floodway prior to the occupation of the building constructed in Stage 2 of this development.
- (3) Fencing within the high hazard floodway shall comply with Council's policy for the erection of fencing in the vicinity of easements and watercourses.

22. VEGETATION MANAGEMENT

These conditions have been imposed to protect Endangered Ecological Community. Threatened species in accordance with those scheduled under the Threatened Species Conservation Act 1995.

All Stages

- (1) No works are to be undertaken within 5 metre radius of the drip zone of the tree(s) or vegetation nominated for retention.
- (2) Earthworks are not permitted within a 5 metre radius of the drip zone of nominated or significant trees.
- (3) Precautions must be adequately adopted to minimise the impact around the identified significant vegetation. Soil is not to be built up around the drip zone around significant vegetation.
- (4) Solid or liquid waste materials shall not be deposited in the designated conservation area.
- (5) Works shall be undertaken in such a manner so as to minimise disturbance to the designated conservation area. Accordingly, temporary fencing shall be provided between the works area and the conservation area from the commencement of works until the release of the occupation certificate.
- (6) Asset protection zones shall not encroach within designated conservation areas.
- (7) Vegetation management on the site shall be in accordance with the Stonequarry Creek Vegetation Management Plan, 1996.

This includes the development and implementation of a Weed Management Plan and a Vegetation Management Plan. These Plans are to be approved prior to the issue of the Construction Certificate.

23. SECTION 94 CONTRIBUTIONS

These conditions have been imposed to ensure the adequate provision of public facilities required as a result of the development.

- (1) Payment of a Contribution for thirty (30) dwellings in accordance with the Wollondilly Section 94 Contribution Plan 2000, the cost of which will be determined and payable at the time of the release of the Construction Certificate.

The current amount payable for each stage follows:-

Stage 2 – Construction of eight (8) units

(i)	Community Facilities	\$6,464
(ii)	Library Facilities	\$304
(iii)	Recreation Facilities	\$7,864
(iv)	Bushfire Facilities	\$88
(v)	Roads and Traffic	\$33,232
(vi)	S94 Management	\$2,400
	TOTAL	\$50,352

Stage 3 – Construction of eight (8) units

(i)	Community Facilities	\$6,464
(ii)	Library Facilities	\$304
(iii)	Recreation Facilities	\$7,864
(iv)	Bushfire Facilities	\$88
(v)	Roads and Traffic	\$33,232
(vi)	S94 Management	\$2,400
	TOTAL	\$50,352

Stage 4 – Construction of four (4) units

(i)	Community Facilities	\$3,232
(ii)	Library Facilities	\$152
(iii)	Recreation Facilities	\$3,932
(iv)	Bushfire Facilities	\$44
(v)	Roads and Traffic	\$16,616
(vi)	S94 Management	\$1,200
	TOTAL	\$25,176

Stage 5 – Construction of eight (8) units

(i) Community Facilities	\$6,464
(ii) Library Facilities	\$304
(iii) Recreation Facilities	\$7,864
(iv) Bushfire Facilities	\$88
(v) Roads and Traffic	\$33,232
(vi) S94 Management	\$2,400
TOTAL	\$50,352

Stage 6 – Construction of eight (8) units

(i) Community Facilities	\$6,464
(ii) Library Facilities	\$304
(iii) Recreation Facilities	\$7,864
(iv) Bushfire Facilities	\$88
(v) Roads and Traffic	\$33,232
(vi) S94 Management	\$2,400
TOTAL	\$50,352
OVERALL TOTAL	\$226,584

These figures are reviewed quarterly in accordance with the provisions of the Contributions Plan and an updated figure must be obtained from Council at the time of payment.

24. SUBDIVISION PLANS

These conditions have been imposed:-

- (a) To outline the minimum development standards and provide design guidelines for the subdivision of land in the Shire.
- (b) To outline Council's requirements on work standards for the construction of land subdivision.

All Stages

- (1) A letter from a Registered Surveyor shall be submitted to Council certifying that no services of Public Utility or waste water disposal presently connected to existing buildings straddle proposed boundaries after subdivision.

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- (2) Submission to Council of the Linen Plan of Subdivision together with nine (9) copies suitable for certification by the General Manager and lodgement at the Lands Titles Office. A fee for the release of the Subdivision Certificate applies.
- (3) The development shall be completed in accordance with the relevant plans and conditions of consent prior to the release of the Subdivision Certificate.
- (4) The strata plan of subdivision shall be submitted for certification pursuant to the provisions of the Strata Schemes (Freehold Development) Act 1973.

Stage 1 Only

- (5) Submission of the appropriate instruments under the Conveyancing Act (e.g. Section 88B) with the linen plan to create the following restrictions as to User on the lots and responsibilities on future owners.

The conservation zone shall measure 18.5m along the western property boundary of Lot A DP 154331 towards, in a straight line, 16.5 metre eastern property boundary of Lot 1 DP 782120.

A section 88B Restriction shall be created that states that the conservation areas shall not be used for the erection of buildings, grazing, clearing of any vegetation, vehicle paths, dams, asset protection zones or any other similar purpose.

The Section 88B Instrument shall contain a provision that it may not be extinguished or altered except with the Consent of Wollondilly Shire Council. Details of the Restriction as to User shall be indicated on the Subdivision Certificate and on the Certificate of Title for the land.

(Reason: To ensure that the Shale/Sandstone Transitional Forest vegetation that is located at the rear of the subject land is protected in accordance with the NSW Threatened Species Conservation Act 1995 and the Commonwealth Environment Protection and Biodiversity Conservation Act 1999).

All Stages

- (6) Existing easements and natural watercourses are to be marked on the Linen Plan of Subdivision.
- (7) The development shall be completed in accordance with the relevant plans and conditions of consent relevant to each stage of the development prior to the release of the Subdivision Certificate for that stage.
- (8) A notation shall appear on the contract of sales and on the Strata Plan that all dwellings would not have the ability to obtain a standard waste receptacle for waste disposal.
- (9) All waste shall be disposed of in the bins that are located around the subject site.

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(Reason: To avoid excessive number of bins being put out for collection on Menangle Street which would ensure that the operation of the public road system is not impacted and to further avoid any damage to the heritage listed gutters fronting the site.)

25. PRESCRIBED CONDITIONS UNDER THE ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979

These conditions are imposed as they are mandatory under the Act.

All Stages

(1) **COMPLIANCE WITH BUILDING CODE OF AUSTRALIA AND INSURANCE REQUIREMENTS UNDER THE HOME BUILDING ACT 1989**

(a) For the purpose of Section 80A (11) of the Act, the following conditions are prescribed in relation to a Development Consent for development that involves any building work:-

(i) that the work must be carried out in accordance with the requirements of the Building Code of Australia;

(ii) in the case of residential building work for which the Home Building Act 1989 requires there to be a contract of insurance in force in accordance with Part 6 of the Act, that such a contract of insurance is in force before any building work authorised to be carried out by the consent comments.

(b) This condition does not apply:-

(i) to the extent to which an exemption is in force under Clause 187 or 188 of the Environmental Planning & Assessment Regulation 2000, subject to the terms of any condition or requirement referred to in Clause 187(6) or 188(4); or

(ii) to the erection of a temporary building.

(2) **SIGNS TO BE ERECTED ON BUILDING, SUBDIVISION AND DEMOLITION SITES**

(a) In accordance with Section 80A (11) of the Environmental Planning & Assessment Act, 1979, a sign must be erected in a prominent position on any site on which building work, subdivision work or demolition work is being carried out:-

(i) Showing the name, address and telephone number of the Principal Certifying Authority for the work; and

- (ii) Showing the name of the Principal Contractor (if any) for any building work and a telephone number on which that person may be contacted outside working hours; and
 - (iii) Stating that unauthorised entry to the work site is prohibited.
- (b) Any such sign is to be maintained while the building work, subdivision work or demolition work is being carried out, but must be removed when the work has been completed.
- (c) This Clause does not apply in relation to building work, subdivision work or demolition work that is carried out inside an existing building that does not affect the external walls of the building.

26. ADVICES

All Stages

- (1) During the course of construction, care must be taken to prevent damage to any public utility or other service and the applicant will be held responsible for any damage caused by him or his agents, either directly or indirectly. Any mains, services, poles, surface fittings etc. that require alterations shall be altered at the applicants' expense and to the satisfaction of Council and the authority concerned.
- (2) The following service providers should be contacted before commencement of construction to establish their requirements:-
 - Telstra (telephone) 1 800 768 396
 - Endeavour Energy (electricity) 131 081
 - AGL (gas) 131 245
 - Sydney Water (water & sewer) 132 092
- (3) This Consent does not permit the commencement of construction unless a Construction Certificate has been issued. For details about obtaining a Construction Certificate contact Council's Development Services Section.
- (4) The applicant is advised that Council reserves the right to restrict the days and hours of operation if considered necessary to prevent the emission of "offensive noise" as defined in the Protection of the Environment Operations Act, 1997.

Offensive noise means noise:

- (a) That, by reason of its level, nature, character or quality, or the time at which it is made, or any other circumstances:
 - (i) Is harmful to (or is likely to be harmful to) a person who is outside the premises from which it is emitted; or

.../33

- (ii) Interferes unreasonably with (or is likely to interfere unreasonably with) the comfort or repose of a person who is outside the premises from which it is emitted; or
- (b) That is of a level, nature, character or quality prescribed by the regulations or that is made at a time, or in other circumstances, prescribed by the regulations.
- (5) At all times work is being undertaken within the public road, adequate precautions shall be taken to warn, instruct and guide road users safely around the work site with a minimum of disruption.
- (6) A Road Opening Permit must be obtained from Council before trenching or other excavation work is undertaken within the public road reserve. It is the responsibility of each contractor and/or subcontractor to obtain such a permit. The permit must be held on site and produced when requested by a Council Officer.
- (7) The developer and any contractor or sub-contractor used to carry out any work authorised by or out of this approval on Council owned or controlled land, is to carry the following insurance, copies of which are to be produced to Council upon request:
- Motor Vehicle Insurance (comprehensive or property damage) for all self propelled plant, as well as valid registration or RTA permit (Including CTP insurance). Primary producer's registration is not registration for use on Public Road construction work.
 - Workers Compensation Insurance.
 - \$20 million Public Liability Insurance.

Should you feel aggrieved by Council's decision in this matter or object to the conditions imposed in accordance with Section 97(1) of the Act you are entitled to lodge an appeal with the Land and Environment Court of New South Wales within six (6) months of the date appearing above. Forms for such are obtainable from the Local Court at your request.

You may request Council review its determination of this matter within six (6) months of the date of this consent under Section 82A of the Act.

Section 97 of the Environmental Planning and Assessment Act 1979 does not apply to the determination of a development application for State significant development or local designated development that has been the subject of a Commission of Inquiry. This application has not been considered by the Planning Assessment Commission.

You are further advised that this approval will expire if the development is not commenced within five (5) years of the determination date appearing above.

Should you require further information regarding the above matter, please contact Mr. D Smith on phone (02) 4677 1100 or Fax (02) 4677 1831 in Council's Development Services Section Monday to Friday between the hours 8.00am - 4.30pm. Please quote File No ID788-05

Yours faithfully



David Smith

Manager

DEVELOPMENT ASSESSMENT & STRATEGIC PLANNING

Statement of Environmental Effects
To Accompany a Section 96(1A) Application -
DA 788/2005:
Staged 36 Residential Units & Strata Title
Subdivision
Lot 1 in DP 782120 & Lots A & B in DP 154331
No 83 Menangle Street, Picton

Prepared on behalf of:
Deemkies Pty Ltd



November 2017

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- C: Certificate of Practical Completion
- D: Engineering Design Plans by D & M Consulting Stages 2 & 3
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1 Introduction

1.1 GENERAL

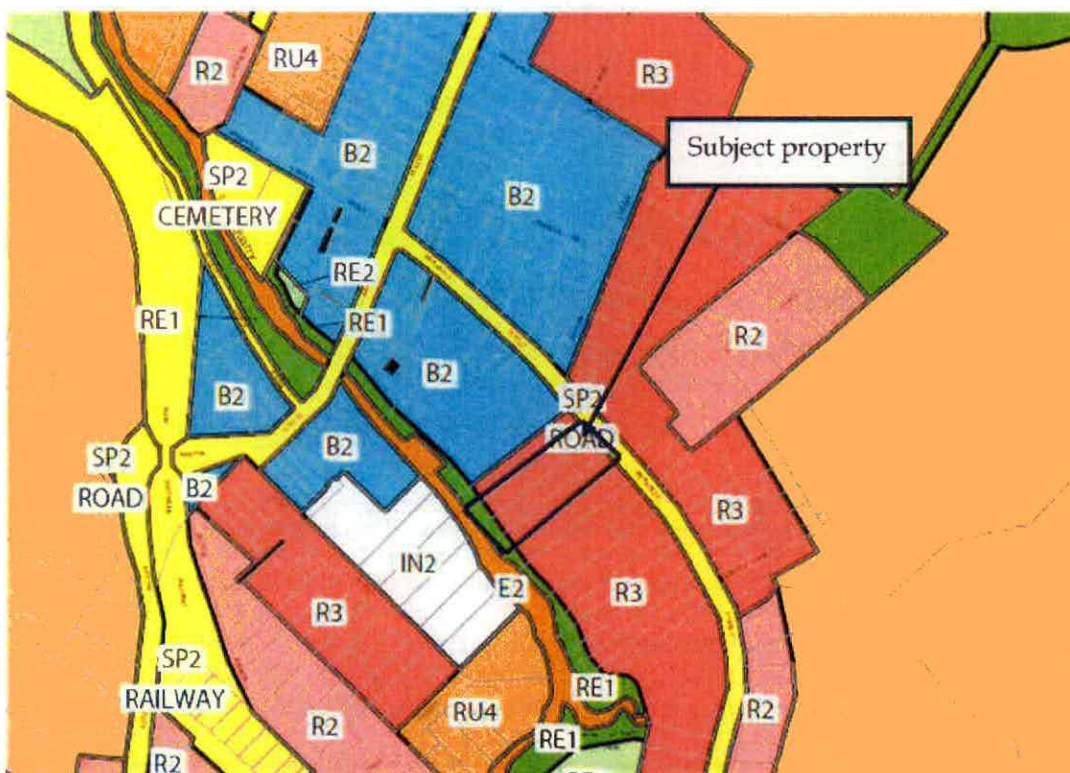
This Section 96 report has been prepared by Michael Brown Planning Strategies Pty Ltd on behalf of Deemkies Pty Ltd to accompany an application to amend Consent to Development Application DA 788/2005 on land described as Lot 1 in DP 782120 & Lots A & B in DP 154331, No 83 Menangle Street, Picton.

1.2 BACKGROUND

The subject application was lodged in 2005 under LEP 1991. Under this LEP part of the property was zoned 2(a) Residential and part 9(d) Open Space Reservation. The subject property is also heritage listed with a building known as "Wendover House" located towards the front and central to the property. The rear portion, which is zoned 9(d) is flood affected, as part of the Stonequarry Creek Catchment.

Since the lodgement of development application 788/2005, LEP 2011 has come into operation and the land is now zoned part R3 - Medium Density Residential and part RE1 - Public Recreation, as shown on Figure 1 below.

FIGURE 1 - LAND ZONING EXTRACT



Council at the meeting of 17 December 2012 granted consent to the application, subject to conditions. The consent was granted as a "Deferred Commencement" and also to occur in stages. Whilst the stages are in accordance with the application, the conditions are such that in order develop a stage (mainly Stage 1); considerable drainage and other works need to be undertaken before a Subdivision Certificate can be released. This aspect is addressed below.

In terms of the "Deferred Commencement" requirements, Council advised by letter dated 4 December 2013 that all the conditions have been addressed and satisfied and that the consent operates from 4 December 2013.

It is not proposed to undertake a Section 79C Assessment due to the nature of the request to modify the consent, as there are no changes to the approved plans and the application merely seeks to modify conditions of consent.

2 Description of the Development Consent Conditions

The following provides details of the consent conditions the subject of this application.

2.1 THE CONDITIONS TO BE MODIFIED

The application seeks to delete or amend a number of conditions of Consent to Development Application 788/2005 dated 4 December 2013, as follows.

Council is therefore respectfully requested to modify these conditions as detailed in Section 5.

1 Compliance

Condition (7) reads:

A section 88B Restriction shall be created that states that the area identified as 9(d) Open Space Reservation Zone in accordance with the provisions of Wollondilly Local Environmental Plan 1991 is nominally a 'conservation area', and shall not be used for the erection of buildings, grazing, clearing or any vegetation, vehicle paths, dams, asset protection zones or any other similar purpose.

Comment

The subject land has been the subject of a Voluntary Planning Agreement (VPA) and will be dedicated to Council as part of this agreement. A copy of the VPA and plan of subdivision is attached to this application. As such, the condition is no longer required and can be deleted.

Condition (11) reads

The sandstone gutters that are located at the access points to the subject land shall be removed prior to the commencement of any site works and provided to Council for storage. The sandstone gutters shall then be re-instated as far as practicable at the completion of works subject of this consent. All costs associated with complying with the condition shall be paid for by the persons having the benefit of this consent.

Comment

The gutters were reinstalled after the Stage 1 works were complete. The gutters were inspected and approved by Council officers and a Certificate of Practical Completion issued on 1st December 2016 (copy attached). As such the condition should be reworded to reflect that the works were undertaken at Stage 1.

Condition (12) reads:

Prior to the release of any Occupation Certificate for Stage 2, the works required by NSW Transport Roads and Maritime Services shall be satisfied.

Comment

The works were completed in Stage 1 and should be reworded to reflect that stage.

3 NatHERS/ABSA Certificates

These conditions have been imposed to ensure that the structure is constructed to approved standard and related approvals.

All Stages

- (1) All construction works, including any insulation requirements or other specific requirements shall comply with the relevant ABSA/NatHERS Certificate prior to the release of any Occupation Certificate.

Comment

Wendover House already exists and to retro fit the building to be compliant with this requirement would require substantial works to a heritage listed building. It is considered that the heading should relate to Stages 2-6, and not include Stage 1.

4 Building Design

These conditions have been imposed to ensure that the appearance/construction of building works complies with the aims and objectives of Council's relevant Development Control Plans, Policies and relevant Statutory Regulations

All Stages

- (1) The design details of the proposed building façade, including all external finishes, glazing and colours, must be in accordance with the approved materials schedule and sample board submitted to Council in September 2011.

Comment

This clause should not apply to stage 1, as Wendover House is heritage listed and will require works that would be contrary the heritage significance of this building, particularly in respect of colour scheme. Extensive research was undertaken by Heritage Consultant Clive Lucas and the building is presently painted in its original colours. The slate roofing is original.

- (4) A certificate from a structural engineer shall be provided to the Principal Certifying Authority prior to the release of the Construction Certificate certifying that the existing structure is capable of withstanding the forces of the proposed addition.
- (5) All units shall be connected to the reticulated sewerage scheme prior to any occupation of the development or the issue of any Occupation Certificate for the new additions.

Evidence of connection in the form of a plumber's certificate shall be submitted to the Principal Certifying Authority.

- (7) The adaptable dwellings shall have visual alarms installed in accordance with AS2220.1, "Design for Access and Mobility". The alarm shall be arranged to flash in conjunction with the audible alarm.
- (8) The adaptable dwellings shall comply with AS1428 "Design for Access and Mobility".
- (9) A continual path of accessible travel shall be provided from the accessible parking spaces to each adaptable dwelling. Details shall be provided on the engineering design plans prior to the release of any Construction Certificate for the development.
- (11) Prior to the release of any Occupation Certificate certification shall be provided demonstrating that conditions (7), (8) and (9) have been satisfied.

Comment

It is also noted that there are no additions proposed to Wendover House and therefore condition (4) should be deleted. Condition (9) only requires details on the engineering design plans. Conditions (7) and (8) should apply to Stages 2, 3, 4, 5 & 6 not Stage 1.

5 Flood Prone Areas

These conditions have been imposed to reduce the risk and implications of flooding for development works that are carried out in flood affected areas within the Shire.

All Stages

- (1) The property has been identified as being partly within the 1% AEP flood affected area. This flood has been adopted for the purpose of controlling development. The appropriate 1% AEP flood level is approximately 157.25m AHD.
- (2) The minimum floor level of all units (excluding garages) shall be 0.5m above the 1% AEP flood level (157.25m AHD). The minimum floor level of all garages, carports and all allocated spaces for resident parking shall be above the 1% AEP flood level (157.25m AHD).
- (3) A certificate from a registered Surveyor shall be supplied to the principal certifying authority prior to the pouring the floor slab (or placing the flooring), verifying compliance with the minimum floor level specified above.

Comment

The location of Wendover House is not affected by flood from Stonequarry Creek and is not subject to any filling of the site to create building sites for the remainder of the development. The above conditions can relate to all stages, but from condition 4 onwards these should relate to Stages 2-6.

6 Construction General

Condition (5) was amended by letter dated 2nd July 2015 (see attached).

8 Engineering and Construction Specifications

These conditions have been imposed to ensure that developments within the Shire are of a standard which is both safe and acceptable to Council and members of the public:-

All Stages

- (2) Engineering design plans for the driveways, car parking, manoeuvring areas, footpath, retaining walls and stormwater drainage for the complete site development, shall be submitted to the Nominated Principal Certifying Authority.

The plans must be approved prior to the issue of a Construction Certificate for any works associated with this development. All levels are to be reduced to Australian Height Datum. Road design parameters shall comply with the requirements of Council's Design Specifications.

- (5) A certified "Works as Executed" plan from a Chartered Professional Engineer or Registered Surveyor is to be submitted to the Principal Certifying Authority before issue of an Occupation Certificate.

Comment

This is a staged development and various road works, car parking, manoeuvring areas, footpath and stormwater is clearly set out in the DA Conditions for each stage.

Note Condition 8 was amended by Council by letter dated 2nd July 2015.

9 Drainage/Stormwater

Condition (4) reads:

Details shall be shown on the engineering for staging of the drainage work, with the final main drainage and creek outlet completed prior to the issue of an Occupation Certificate for Stage 3. This plan shall be approved by the Principal Certifying Authority prior to the issue of any Construction Certificate.

Comment

Drainage plans have been prepared by D & M Consulting showing how drainage works will be undertaken at Stage 2 and then at Stage 3. It is considered that the wording of the consent reflect the staging and the plans.

10 Car Parking/Loading/Access

All Stages

- (14) A minimum of eight (8) the required car parking spaces shall be reserved for people with mobility impairment in accordance with Australian Standard AS2890.6.

These spaces shall have dimensions as required by AS2890.6.1 and shall be appropriately signposted and marked on the pavement.

- (15) All visitor parking spaces shall be appropriately signed stating that they are solely for visitor parking only and such wording shall also be stencilled onto the pavement of each visitor parking space.
- (16) One visitor parking space shall be designed as a car wash bay. Details shall be provided on the EDP prior to the release of any Construction Certificate.

Comment

- (14) Should be Stages 2, 3, 5 & 6 as these are the only unit blocks with adaptable units and disabled parking spaces.
- (15) Should be Stage 4 as this is the stage nominated elsewhere in the conditions to construct 9 visitor parking spaces.
- (16) Should be Stage 4

11 Public Roads

These conditions have been imposed to ensure all public road works required by the development are provided to an adequate standard.

All Stages

- (1) The person having the benefit of this consent shall, at no cost to Council, construct and dedicate to Council a suitable road or roads to ensure all lots will have access to an appropriate public road. The road shall be constructed to Council's Design Specifications.

Comment

There are no public roads to be constructed or dedicated to Council, as it is an internal driveway system. It is therefore requested that this condition be deleted.

13 Earth Fill

These conditions have been imposed to ensure the safe disposal of fill.

All Stages

Comment

The condition relates to works that need to be undertaken to enable other stages to be constructed. The condition should not apply to Stage 1, as there are no filling works involved. Council is requested to amend the heading to relate to Stages 2-6.

15 Services

Condition 1 was amended by Council by letter dated 2nd July 2015 and should be reworded accordingly.

Condition (2) reads:

Provision is to be made for the supply of telephone services to all proposed dwellings in accordance with the requirements of Telstra. In this regard, written confirmation from Telstra Australia that arrangements have been made shall be submitted to the Principal Certifying Authority prior to the release of the Occupation Certificate.

Condition (3) reads:

A Section 73 Compliance Certificate under the Sydney Water Act 1994 must be obtained.

Application must be made through an authorised Water Servicing Coordinator. Please refer to the Building Developing and Plumbing section of the web site www.sydneywater.com.au then refer to "Water Servicing Co-ordinator" under "Developing Your Land" or telephone 13 20 92 for assistance.

The Section 73 Certificate must be submitted to the Principal Certifying Authority prior to the issue of any Occupational Certificate for the development.

Comment

As noted throughout this report, the development will be undertaken in stages. Therefore the conditions should be amended to reflect the staging.

18 Security and Safety

All Stages

Comment

This heading should also be headed Stages 2-6, as Wendover House already exists, and the conditions would require work to the heritage listed building to be compliant with these conditions.

20 Landscaping

These conditions have been imposed to reduce the impact of any development activity on the landscape scenic quality through vegetation works and maintenance.

Condition (2) reads:

All landscaping shall be established in accordance with the approved plans prior to the approved plans prior to the release of any Occupation Certificate for any unit within Stage 2.

Comment

This condition should be amended to reflect staging.

(5) An automatic irrigation system shall be established within all landscaping areas.

Comment

This condition should be deleted as automatic watering systems are not in the interest of the environment and it is more appropriate to plant drought resistant plants.

23 Section 94 Contributions

Condition (1) reads:

Payment of a contribution for the thirty (30) dwellings in accordance with the Wollondilly Section 94 Contribution Plan 2000, the cost of which will be determined and payable at the time of the release of the Construction Certificate.

Comment

We suggest that the wording may be amended to reflect the VPA that has been endorsed by the owner and Council.

24 Subdivision Plans

All Stages

Comment

This should be headed At Each Stage. The DA Approval is for a Staged Strata Title Subdivision so that each stage can be completed and sold off.

Stage 1 Only

Condition (5) reads:

Submission of the appropriate instruments under the Conveyancing Act (e.g. Section 88B) with the linen plan to create the following Restrictions as to User on the lots and responsibilities on future owners.

The conservation area shall measure 18.5m along the western boundary of Lot A DP 154331 towards, in a straight line, 16.5m eastern property boundary of Lot 1 DP 782120.

A Section 88B Restriction shall be created that states that the conservation areas shall not be used for the erection of buildings, grazing, clearing of any vegetation, vehicle paths, dams, asset protection zones or any other similar purpose.

The Section 88B instrument shall contain a provision that it may not be extinguished or altered except with the Consent of Wollondilly Shire Council. Details of the Restriction as to User shall be indicated on the Subdivision Certificate and on the Certificate of Title for the land.

Comment

A plan of subdivision will be submitted to Council with the VPA to create the open space lot.

2.2 DETAILS OF MODIFICATION

As stated above, the approved plans showed the extent of development. The conditions that are requested to be modified or deleted are addressed below. Importantly, the request to modify or delete conditions does not substantially change the approved application, as there are no changes to the plans.

2.3 LAND AND ENVIRONMENT COURT DECISIONS

There have been a number of Court decisions regarding whether an application to modify a consent under Section 96 of the Act is "substantially the same" as that approved. The planning merits of the modification are not relevant to the determination of the threshold question of whether the development to which the consent relates would be substantially the same development as the development for which the consent was originally granted. In this regard, Council must apply the "substantially the same development test".

In respect of the subject Section 96(1A) application, there is no change to the proposed use of the land for multi-dwelling housing, under the R3 Medium Density zone.

The Court has found amended development not to be substantially the same where land use changes are proposed under the amended application (i.e. retail to residential). This is not the case under this amended application where the main features of the original approval are maintained for multi-dwelling housing.

The nature of Section 96 assumes that there is likely to be some change between an original proposed (and approved) development and a modified one. The decision of *North Sydney Council - v - Michael Standley & Associates Pty Ltd* (97 LGERA 433, 12 May 1998, Mason P), added to the understanding of the appropriateness of permitting a modification as follows:

"Parliament has therefore made it plain that a consent is not set in concrete - it has chosen to facilitate the modification of consents, conscious that such modifications may involve beneficial cost savings and/or improvements to amenity."

Clearly the amended application only essentially involves the staging of the application to suit how the development will be constructed over the period that it takes to construct the dwellings.

In contemplating consent for a modification, it is the degree of change which determines whether the consent authority has the power to approve a modification or where there is no such power whether the application fails to pass the threshold test under Section 96(1A)(b) of the Act.

The subject amended application does not modify or delete an essential element of the approved categorisation, being multi-dwelling housing.

The following provides details of cases sited in this regard:

- *Azzopardi v Tasman UEB Industries Ltd* (1985) 3 NSWLR 139;
- *Brimbella Pty Ltd v Mosman Municipal Council* (1993) 79 LGERA 367;

- Coles v Woollahra Municipal Council (1986) 59 LGRA 133;
- Cyril Smith & Associates Pty Ltd v Waverley Council [2001] NSWLEC 150;
- Moto Projects (No. 2) Pty Ltd v North Sydney Council (1999) 106 LGERA 298;
- North Sydney Council v Michael Standley & Associates (1998) 43 NSWLR 468; 97 LGERA 433 ;
- Randwick Municipal Council v Crawley and Others (1986) 60 LGRA 277 ;
- Vacik Pty Limited v Penrith City Council (Stein J, NSWLEC, 24 February 1992, unreported)

Case law in the Vacik matter stated that the test in the following terms:

"... 'substantially when used in the section means essentially or materially or having the same essence"

Lloyd J also referred to the matter of *Moto Projects (No. 2) Pty Ltd v North Sydney Council* wherein Bignold J said:

"The comparative task does not merely involve a comparison of a physical features of components of the development as currently approved and modified where the comparative exercise is undertaken in some type of sterile vacuum. Rather, the comparison involves an appreciation, qualitative, as well as quantitative of the development being compared in their proper context (including the circumstances in which the development consent was granted)."

The decisions by the Court in these case matters have varied considerably. Importantly, the test in all these matters has been whether the approved development is substantially the same as that proposed by the new application to amend the consent. As described below, we are of the opinion that the application is substantially the same. As such the consent remains substantially the same, being multi-dwelling housing.

Having regard to the above, we are of the opinion that the development is substantially the same and that Council has the authority to deal with the application under Section 96(1A) of the EP&A Act 1979.

3 Environmental Planning and Assessment Act 1979

3.1 CLAUSE 115 OF THE REGULATION 2000

Clause 115(1) of the Regulation 2000 sets out a series of matters that are required to be addressed in an application for modification of development consent.

These are addressed as follows:

3.1.1 A DESCRIPTION OF THE DEVELOPMENT TO BE CARRIED OUT UNDER THE CONSENT

The consent as approved by Council is described as the Stage 36 Residential Units and Strata Title Subdivision.

3.1.2 THE ADDRESS AND FORMAL PARTICULARS OF TITLE OF THE LAND ON WHICH THE DEVELOPMENT IS TO BE CARRIED OUT

The address of the property is described in Section 1.1 of this application.

3.1.3 A DESCRIPTION OF THE PROPOSED MODIFICATIONS TO THE DEVELOPMENT CONSENT

The proposed modification is described in Sections 2.1 and 2.2 of this application. Simply the application seeks to submit modify or delete conditions that relate to staging of the application.

3.1.4 A STATEMENT OF THE EFFECTS OF THE MODIFICATION

This report sets out and describes the likely effects of the proposed modification. It is considered that the modification or deletion of the conditions will have no impact on the amenity of the area and will not impact on other imposed conditions.

3.1.5 A DESCRIPTION OF THE EXPECTED IMPACTS OF THE MODIFICATION

It is not expected that there will be a significant impacts on the amenity of the area or adjoining neighbours as a result of the modifications.

3.1.6 SCOPE OF THE DEVELOPMENT AS IT IS TO BE MODIFIED

The development as it is proposed to be modified will remain substantially the same as the development that was originally approved.

4 Modification of Consent to Development Application 788/2005

The Environmental Planning and Assessment Act 1979 (NSW) establishes the system of planning, environmental impact assessment and development approvals in NSW. The ability to modify development consents is provided in Section 96 of the EP&A Act.

Section 96 confers three separate powers to modify a development consent:

- Modifications involving errors, misdescriptions or miscalculations- contained in Section 96(1).
- Modifications with minimal environmental impact- contained in Section 96(1A) Subsection (1A) confers the power if the consent authority is satisfied, inter alia, that the proposed modification is of "minimal environmental impact".
- Other modifications- contained in Section 96(2) Subsection (2) confers the more general and widely based power. Pursuant to Section 96(2) , the consent authority is granted a general power to grant a modification if it involves more than minimal environmental impact, provided the development is substantially the same development and provided other conditions are fulfilled as set out in Section 96(2) (c) and (d).

In each case above, it is relevant to note that the same wording is used, namely "to modify a development consent". Subsection (2) requires any such modification to be "substantially the same" development.

This application is to be dealt with by way of utilising the powers conferred under Section 96(1A).

Those matters listed under Section 96 and the relevant response is provided below:

- a) It is satisfied that the proposed modification is of minimal environmental impact, and

The modification seeks to modify or delete certain conditions of Consent to Development Application 788/2005, as detailed in Section 5 below, with reasons provided at Section 2.2 above.

- b) **It is satisfied that the development to which the consent as modified is substantially the same development as the development for which the consent was originally granted and before that consent as originally granted was modified (if at all) under this section, and**

We are of the opinion that the modification sought is within the gambit of Section 96 and that Council can delete the conditions accordingly.

- c) **It has notified the application in accordance with:**

- i) **The regulations, if the regulations so require, or**

No notification is required pursuant to the regulations.

- ii) **A Development Control Plan, if the consent authority is a Council that has made a Development Control Plan under section 72 that requires the notification or advertising of applications for modification of a development consent, and**

This is a matter for Council to decide if it wishes to notify the application. We are not aware if Council received any submissions to development application 788/2005.

- d) **It has considered any submissions made concerning the proposed modification within any period prescribed by the regulations or provided by the Development Control Plan, as the case may be.**

Council can assess any submissions made in respect of the application to amend the consent.

The proposed modification therefore satisfies the criteria listed under section 96 of the EP & A Act 1979, which allows Council to modify the consent and in this case to delete certain conditions of the consent as detailed in this application.

5 Conclusion

Having regard to the matters raised in this report, it is recommended that Council give favourable consideration to modifying or deleting conditions to Consent to Development Application 788/2005 for the reasons espoused above, as follows:

1 Compliance

Delete Condition 1(7) for reasons espoused in this report.

Amend Condition 1(11), as the sandstone gutters have been reinstated and certified by Council officers, to read as follows:

The sandstone gutters that are located at the access points to the subject land shall be removed prior to the commencement of any site works for Stage 1 and provided to Council for storage. The sandstone gutters shall then be re-instated as far as practicable at the completion of Stage 1 works subject of this consent.

All costs associated with complying with the condition shall be paid for by the persons having the benefit of this consent.

Amend Condition (12), as works already completed in Stage 1:

Prior to the release of any Occupation Certificate for Stage 1, the works required by NSW Transport Roads and Maritime Services shall be satisfied.

3 NatHERS/ABSA Certificates

These conditions have been imposed to ensure that the structure is constructed to approved standard and related approvals.

Amend all stages to read:

Stages 2-6

- (1) All construction works, including any insulation requirements or other specific requirements shall comply with the relevant ABSA/NatHERS Certificate prior to the release of any Occupation Certificate.

4 Building Design

These conditions have been imposed to ensure that the appearance/construction of building works complies with the aims and objectives of Council's relevant Development Control Plans, Policies and relevant Statutory Regulations.

Delete Condition 4(4), as there are no additions.

Amend the conditions to read:

Stages 2-6

- (1) The design details of the proposed building façade, including all external finishes, glazing and colours, must be in accordance with the approved materials schedule and sample board submitted to Council in September 2011.

Stages 2 - 6

- (5) All new units shall be connected to the reticulated sewerage scheme prior to any occupation of the development or the issue of any Occupation Certificate for the new units. Evidence of connection in the form of a plumber's certificate shall be submitted to the Principal Certifying Authority.

The remaining conditions, after current Condition 1 will need to be renumbered commencing from (3).

- (11) Prior to the release of the Occupation Certificate for each stage, certification shall be provided demonstrating that conditions (7), (8) and (9) have been satisfied.

5 Flood Prone Areas

These conditions have been imposed to reduce the risk and implications of flooding for development works that are carried out in flood affected areas within the Shire.

Amend this section as follows:

All Stages

- (1) The property has been identified as being partly within the 1% AEP flood affected area. This flood has been adopted for the purpose of controlling development. The appropriate 1% AEP flood level is approximately 157.25m AHD.
- (2) The minimum floor level of all units (excluding garages) shall be 0.5m above the 1% AEP flood level (157.25m AHD). The minimum floor level of all garages, carports and all allocated spaces for resident parking shall be above the 1% AEP flood level (157.25m AHD).
- (3) A certificate from a registered Surveyor shall be supplied to the principal certifying authority prior to the pouring the floor slab (or placing the flooring), verifying compliance with the minimum floor level specified above.

Stages 2-6

The remaining conditions from number 4 shall be listed under the above heading.

9 Drainage/Stormwater

Condition (4) shall be amended to read:

Staging of the drainage work shall generally be undertaken in accordance with the plans prepared by D & M Consulting Pty Ltd (Drawing No 14083 - Stage 2 Plan (including soil and water management plan) and Drawing No 14083 - Stage 3 Plan)), with the final main drainage and creek outlet completed prior to the issue of an Occupation Certificate for Stage 3. This plan shall be approved by the Principal Certifying Authority prior to the issue of any Construction Certificate.

10 Car Parking/Loading/Access

Delete Condition (8) under the heading of Stage 2.

The consent conditions will need to be renumbered from Condition 8, if the following is amended.

Stage 4

- (15) All visitor parking spaces shall be appropriately signed stating that they are solely for visitor parking only and such wording shall also be stencilled onto the pavement of each visitor parking space.
- (16) One visitor parking space shall be designed as a car wash bay. Details shall be provided on the EDP prior to the release of any Construction Certificate.

Stages 2, 3, 5 & 6

- (14) A total of eight (8) (to each stage) the required car parking spaces shall be reserved for people with mobility impairment in accordance with Australian Standard AS2890.6.

These spaces shall have dimensions as required by AS2890.6.1 and shall be appropriately signposted and marked on the pavement.

11 Public Roads

Delete Condition 11(1), as this condition is not applicable to the development.

13 Earth Fill

These conditions have been imposed to ensure the safe disposal of fill.

All stages to read:

Stages 2-6

15 Services

Condition 1 was amended by Council by letter dated 2nd July 2015 and should be reworded accordingly.

Amend Condition (2) to read:

Provision is to be made for the supply of telephone services to all proposed dwellings in accordance with the requirements of Telstra. In this regard, written confirmation from Telstra Australia that arrangements have been made shall be submitted to the Principal Certifying Authority prior to the release of the Occupation Certificate for each stage.

Amend Condition (3) to read:

A Section 73 Compliance Certificate under the Sydney Water Act 1994 must be obtained.

Application must be made through an authorised Water Servicing Coordinator. Please refer to the Building Developing and Plumbing section of the web site www.sydneywater.com.au then refer to "Water Servicing Co-ordinator" under "Developing Your Land" or telephone 13 20 92 for assistance.

The Section 73 Certificate must be submitted to the Principal Certifying Authority prior to the issue of the Occupational Certificate for each stage.

18 Security and Safety

Amend all stages to read:

Stages 2-6

20 Landscaping

Amend Condition (2) as follows:

All landscaping shall be established in accordance with the approved staged plans prepared by Nicholas Bray Drawing L01 (D) and LO2 (D) prior to the release of the Occupation Certificate for each stage.

Delete condition (5).

23 Section 94 Contributions

Amend Condition (1) to read:

Payment of a contribution for the thirty six (36) dwellings in accordance with the Wollondilly Section 94 Contribution Plan 2000, the cost of which will be determined and payable at the time of the release of the Construction Certificate. The contribution to Council can be offset by way of the dedication of the RE1 Open Space land, as referred to in the agreed to in the Voluntary Planning Agreement, subject to any variation to the contribution rates applicable at the time of issuing the Occupation Certificates for each stage.

24 Subdivision Plans

Amend "All Stages" to read "Each Stage"

Amend Condition (5) to read:

Stage 1 Only

(5) Submission of a Linen Plan of Subdivision of Lot 13 DP 1188967 to create Torrens Title Lots 1 & 2. Lot 2 to be dedicated to Wollondilly Shire Council as Public Reserve as per the agreed Voluntary Planning Agreement.

The Public Reserve Land shall measure 18.5M along the western boundary of Lot 13 DP 1188967 towards, in a straight line, 16.5M eastern property boundary of Lot 13 DP 1188967.

A Section 88B Easement to Drain Water 3M wide shall be created and shall contain a provision that it may not be extinguished or altered except with the consent of Wollondilly Shire Council.

Annexure "A"
Voluntary Planning Agreement



Kitty Carter
WOLLONDILLY SHIRE COUNCIL
- 3 NOV 2017
RECEIVED AT COUNTER
BY: *[Signature]*

**Lot 13 DP 1188967, No 83 Menangle
Street, Picton
Planning Agreement**

Under s93F of the Environmental Planning and Assessment
Act 1979

Wollondilly Shire Council

&

Deemkies Pty Ltd

TRIM
EH

SCANNED

Dated *13 November* 2017

WOLLONDILLY SHIRE COUNCIL
TRIM NO *8335*
PROP. No
- 6 NOV 2017
AUTH. No.
ASSIGNED TO: *K. CARTER*

Planning Agreement

Parties

Wollondilly Shire Council ABN 93 723 245 808 of 62-64 Menangle Street, Picton,
New South Wales 2571 (**Council**)

Deemkies Pty Limited ABN 71 593 183 027 of 55 Victoria Street, Potts Point, New
South Wales 2011 (**Owner**)

Background

- A. The Owner wishes to carry out the construction of the Development.
- B. On 14 January 2013, the Council approved a Development Application for the Development on the Land under the provisions of *Wollondilly Local Environmental Plan 1991*.
- C. Council is seeking to acquire the RE1 Land.
- D. The Parties agree that the Owner will dedicate the RE1 Land for public open space, which forms part of the Stonequarry Creek Riparian Corridor. The total area of land to be dedicated is 1074m² (refer to plan at Schedule 2). Dedication of the RE1 Land is in accordance with Council's "Dedication of Land" Policy PLA0036.
- E. Condition 23(1) of the Development Consent for the Development requires the payment of development contributions under s94 of the Act.
- F. The Owner is desirous to dedicate the RE1 Land to Council in part satisfaction of condition 23(1).
- G. The Owner proposes to lodge an application pursuant to s96 of the Act to modify the Development Consent for the Development to vary condition 23(1). The proposed modification, if granted will permit the dedication of the RE1 Land and the consequent reduction of the s94 Contributions payable by the Owner by the Reduction Amount.
- H. The Parties have agreed to enter into this Deed for the purpose of setting out the terms and conditions upon which the Owner will dedicate the RE1 Land to the Council and it will reduce the amount of the contributions stated in Condition 23(1) of Development Consent to the Development.

- I. Until the Deed operates, this agreement constitutes the Owner's irrevocable offer to make a dedication of the land in connection with the Development Consent to the Development, on the terms and conditions set out in this Deed.

Operative provisions

1 Definitions & Interpretation

1.1 In this agreement the following definitions apply:

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

Charge Land means the RE1 Land.

Claim includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.

Construction Certificate has the same meaning as the Act.

Costs means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.

Deed means this Deed and includes any schedules, annexures and appendices to this Deed.

Development means the construction of a staged 36 residential units and strata title subdivision approved pursuant to Development Application ID788/2005 as amended.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act, and includes a development consent as modified from time to time in accordance with the Act.

Development Contribution means a monetary contribution, the dedication of land free of cost, the carrying out of a Council Works, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards, a public purpose.

Dispute means a dispute or difference between the Parties under or in relation to this Deed.

Drainage Easement means the easement for drainage that is 3m wide through the RE1 Land.

Planning Agreement
Wollondilly Shire Council
Deemkies Pty Limited

GST has the same meaning as in the GST Law.

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

Just Terms Act means the *Land Acquisition (Just Terms Compensation) Act 1991*.

Land means the land legally described as Lot 13 in DP 1188967, No 83 Menangle Street, Picton and shown in Schedule 1.

Party means a party to this agreement, including their successors and assigns.

Public land has the same meaning as in the *Local Government Act 1993*.

Note. The term is defined as follows:

public land means any land (including a public reserve) vested in or under the control of the council, but does not include:

- (a) a public road, or
- (b) land to which the *Crown Lands Act 1989* applies, or
- (c) a common, or
- (d) land subject to the *Trustees of Schools of Arts Enabling Act 1902*.

Public Reserve has the same meaning as in the *Local Government Act 1993*.

RE1 Land means that part of the Land to be dedicated to Council and shown in Green on the map attached to Schedule 2.

Reduction Amount means an amount of \$321,500.00, being an amount agreed between the parties based on 2 independent valuations of the RE1 Land.

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

S94 Contribution means a monetary contribution or the dedication of land free of costs pursuant to s94 of the Act.

Planning Agreement
Wollondilly Shire Council
Deemkies Pty Limited

- 1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:
- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this agreement.
 - 1.2.2 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.
 - 1.2.3 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.
 - 1.2.4 A reference in this agreement to dollars or \$ means Australian dollars and all amounts payable under this agreement are payable in Australian dollars.
 - 1.2.5 A reference in this agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
 - 1.2.6 A reference in this agreement to any agreement, deed or agreement is to that agreement, deed or agreement as amended, novated, supplemented or replaced.
 - 1.2.7 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this agreement.
 - 1.2.8 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
 - 1.2.9 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.
 - 1.2.10 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.

- 1.2.11 References to the word 'include' or 'including' are to be construed without limitation.
- 1.2.12 A reference to this agreement includes the agreement recorded in this agreement.
- 1.2.13 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.
- 1.2.14 Any schedules, appendices and attachments form part of this agreement.

2 Application of this Deed

- 2.1 This Deed applies to the Development and the Land.

3 Commencement

- 3.1 This Deed commences and has force and effect on and from the date upon the grant of consent to the modification application under s96 of the Act to modify condition 23(1) of the Development Consent to the Development.

4 Status of this agreement

- 4.1 Until the Deed operates, this agreement constitutes the Owner's irrevocable offer to enter into the Deed in accordance with the Development Consent to the Development, as amended.
- 4.2 The Deed operates only if:
 - 4.2.1 the carrying out of the Development is subject to a condition imposed under s93I(3) of the Act requiring this Deed to be entered into; and
 - 4.2.2 the Deed is:
 - (a) executed by both Parties; or
 - (b) each party has executed separate counterparts of this Deed and exchanged counterparts.
- 4.3 This Deed does not exclude:
 - 4.3.1 the application of s94 of the Act to the Development,

- 4.3.2 the application of s94A of the Act to the Development,
- 4.3.3 the application of s94EF of the Act to the Development.

5 Warranties

- 5.1 The Parties warrant to each other that they:
 - 5.1.1 have full capacity to enter into this Deed, and
 - 5.1.2 are able to fully comply with their obligations under this Deed.

6 Surrender of right of appeal, etc

- 6.1 The Owner is not to commence or maintain, or to cause or procure the commencement or maintenance, of any proceedings in any court or tribunal or similar body appealing against, or questioning the validity of this Deed, or an Approval relating to the Development in so far as the subject-matter of the proceedings relates to this Deed.

7 Land Dedication

- 7.1 The Owner must dedicate the RE1 Land to Council prior to the issue of a Construction Certificate for the Development.
- 7.2 Except as modified by this Deed, the Owner will pay the s94 Contributions as set out in the Development Consent to the Development.
- 7.3 Upon dedication of the RE1 Land the s94 Contribution payable pursuant to the Act and set out in condition 23(1) of the Development Consent to the Development shall be reduced by the Reduction Amount.
- 7.4 This dedication of the RE1 Land is conditional upon the Owner preparing and procuring the registration of:
 - 7.4.1 a plan of subdivision to create the RE1 Land generally in accordance with Schedule 2, and
 - 7.4.2 an instrument pursuant to s88B of the *Conveyancing Act 1919* creating the Drainage Easement on the RE1 Land generally in accordance with the map attached to Schedule 2.

8 Dedication

- 8.1 Upon notification of registration of the deposited plan and s88B instrument referred to in clause 7.4, Council will confirm in writing to the Owner that the required s94 Contribution stated in Condition 23(1) of the Development Consent to the Development will be reduced by the Reduction Amount.
- 8.2 Council is not required to pay any compensation in respect of the dedication of the RE1 Land.
- 8.3 The Owner must ensure that the RE1 Land is dedicated to Council free of all encumbrances and affectations, other than the Drainage Easement.

9 Condition of the RE1 Land

- 9.1 The Owner warrants that the RE1 Land, as at the time of registration of the deposited plan and s88B instrument referred to in clause 7.4, is in a condition that is fit for the purpose of being used as a Public Reserve.
- 9.2 The Council acknowledges the existence of the Drainage Easement.

10 Licence for Access

- 10.1 The Owner will grant to Council a licence, at no cost to Council, and procure the agreement of future owners agree to such a licence, for Council to enter the Land:
- 10.1.1 up to 20 times per year for the purpose of gaining access to the RE1 Land to enable the RE1 Land to be maintained, and
- 10.1.2 in the event of any emergency,
- until such time as alternative access is provided along the Stonequarry Creek corridor.
- 10.2 The licence will permit pedestrian and vehicular access for vehicles such as a small truck, utility or ride-on mower access and shall continue until Council notifies the Owner or the owners of the Land at the time, that alternative permanent access to the RE1 Land has been obtained by Council and

access through the Land is no longer required. This right of access does not permit the general public access through the Land.

11 Costs

11.1 The Owner is to pay Council's reasonable costs in regards to the drafting and negotiation of the Deed and any valuation report that is required in relation to the Reduction Amount.

12 Further agreements relating to this Deed

12.1 The Parties may, at any time, enter into such other agreements relating to the subject-matter of this Deed that they consider are necessary or desirable in order to give effect to this Deed.

12.2 An agreement referred to in clause 12.1 is not to be inconsistent with this Deed.

13 Breach of obligations

13.1 If the Council reasonably considers that the Owner is in breach of any obligation under this Deed, it may give a written notice to the Owner:

13.1.1 specifying the nature and extent of the breach,

13.1.2 requiring the Owner to:

(a) rectify the breach if it reasonably considers it is capable of rectification, or

(b) pay compensation to the reasonable satisfaction of the Council in lieu of rectifying the breach if it reasonably considers the breach is not capable of rectification,

13.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.

13.2 Any costs incurred by the Council in remedying a breach in accordance with clause 13.1 may be recovered by the Council as a debt due in a court of competent jurisdiction.

13.3 For the purpose of clause 13.2, the Council's costs of remedying a breach the subject of a notice given under clause 13.1 include, but are not limited to:

13.3.1 the costs of the Council's servants, agents and contractors reasonably incurred for that purpose,

13.3.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and

13.3.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.

13.4 Nothing in this clause 13 prevents the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by the Owner, including but not limited to seeking relief in an appropriate court.

14 Enforcement

14.1 Without limiting any other remedies available to the Parties, this Deed may be enforced by either Party in any court of competent jurisdiction.

14.2 For the avoidance of doubt, nothing in this Deed prevents:

14.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this agreement or any matter to which this Deed relates,

14.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Deed or any matter to which this Deed relates.

15 Registration of this Deed

15.1 The Parties agree to register this Deed for the purposes of s93H(1) of the Act.

15.2 Not later than 10 days after the execution of this Deed, the Owner is to deliver to the Council in registrable form:

15.2.1 an instrument requesting registration of this Deed on the title to the Land duly executed by the Owner, and

15.2.2 the written irrevocable consent of each person referred to in s93H(1) of the Act to that registration.

15.3 The Owner is to do such other things as are reasonably necessary to enable registration of this Deed to occur.

15.4 The Parties are to do such things as are reasonably necessary to remove any notation relating to this Deed from the title to the Land once the Owner has completed its obligations under this Deed to the reasonable satisfaction of the Council or this Deed is terminated or otherwise comes to an end for any other reason.

16 Grant of Charge

16.1 On the date of execution of this Deed, the Owner grants to the Council a fixed and specific charge over the Owner's right, title and interest in the Charge Land, to secure:

16.1.1 the performance of the Owner's obligation under this Deed, and

16.1.2 any damages that may be payable to the Council, or any costs which may be incurred by the Council in the event of a breach of this Deed by the Owner.

16.2 Upon the execution of this Deed, the Owner is to give to the Council an instrument in registrable form under the *Real Property Act 1900* duly executed by the Owner that is effective to register the Charge on the title to the Charge Land.

16.3 If the Charge Land comprises part only of a lot in a deposited plan at the time that the instrument referred to in clause 16.2 is required to be given, the Owner is to give the Council an instrument that charges a greater area of the Land which includes the whole of the Charge Land.

16.4 The Owner is to do all other things necessary, including execute all other documents, to allow for the registration of the Charge.

17 Caveat and Discharge

17.1 The Owner agrees that:

17.1.1 the Council may lodge a caveat on the title of the Land to which the Charge applies,

17.1.2 the Council is to release the caveat from any part of the Land to which the Charge applies that is not the Charge Land once that part of the Land is contained in a separate lot to the Charge Land, and

17.1.3 the Council cannot be required to have the caveat removed from the title to the Charge Land other than in accordance with clause 17.2.

17.2 The Council is to release the Charge and withdraw the caveat from the title to the Land on satisfaction by the Owner of its obligations under this Deed.

17.3 For the purposes of clause 17.2 the Council is to use its reasonable endeavours to provide any documentation necessary to enable the release of the Charge and withdrawal of the caveat from the title of the Land.

17.4 Nothing in this Deed prevents the registration of a plan of subdivision in respect of the Charge Land.

18 Acquisition of land required to be dedicated

18.1 If the Owner does not dedicate the RE1 Land under this Deed at the time at which it is required to be dedicated, the Owner consents to the Council compulsorily acquiring the land for compensation in the amount of \$1 without having to follow the pre-acquisition procedure under the Just Terms Act.

18.2 The Council is to only acquire land pursuant to clause 18.1 if it considers it reasonable to do so having regard to the circumstances surrounding the failure by the Owner to dedicate the land required to be dedicated under this Deed.

18.3 Clause 18.1 constitutes an agreement for the purposes of s30 of the Just Terms Act.

18.4 If, as a result of the acquisition referred to in clause 18.1, the Council is required to pay compensation to any person other than the Owner the Owner is to reimburse the Council that amount, upon a written request being made by the Council.

18.5 The Owner indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the whole or any part of the land concerned except if, and to the extent that, the Claim arises because of the Council's negligence or default.

18.6 The Owner is to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 18, including without limitation:

18.6.1 signing any documents or forms,

18.6.2 giving land owner's consent for lodgement of any Development Application,

18.6.3 producing certificates of title to the Registrar-General under the *Real Property Act 1900*, and

18.6.4 paying the Council's costs arising under this clause 18.

19 Sale of the Land

19.1 The Owner must not to sell, transfer or otherwise deal with the Land or part of the Land unless:

19.1.1 The Owner has, at no cost to the Council, first procured the execution by the person with whom the Owner are dealing of a deed with the Council (on terms reasonably acceptable to the Council, including in respect of the provision of security) under which that person agrees to be bound by this agreement in the same way as the Owner, and

19.1.2 the Council, by notice in writing to the Owner, has stated that evidence satisfactory to the Council has been produced by the Owner to show that the person with whom the Owner is dealing is reasonably capable of performing its obligations under this Deed,

19.1.3 the Owner is not in breach of this Deed,

19.2 the Owner remains liable to perform its obligations under this Deed until it has complied with clause 19.1.

20 Transfer, assignment or novation of rights and obligations by Owner under this agreement

20.1 The Owner must not, assign, novate or otherwise deal with its rights and obligations under this Deed unless:

20.1.1 the Owner has, at no cost to the Council, first procured the execution by the person with whom the Owner is dealing of a Deed with the Council (on terms reasonably acceptable to the Council, including in respect of the provision of security) under which that person agrees to perform the Owner's obligations under this agreement, and

20.1.2 the Council, by notice in writing to the Owner, has stated that evidence satisfactory to the Council has been produced by the Owner to show that the person with whom the Owner is dealing is reasonably capable of performing its obligations under this agreement, and

20.1.3 the Owner is not in breach of this agreement.

20.2 The Owner remains liable to perform its obligations under this Deed until it has complied with clause 20.1.

21 Dispute resolution – expert determination

21.1 This clause applies to a Dispute between any of the Parties to this Deed concerning a matter arising in connection with this Deed that can be determined by an appropriately qualified expert if:

21.1.1 the Parties to the Dispute agree that it can be so determined, or

21.1.2 the Chief Executive Officer of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion that the Dispute can be determined by a member of that body.

21.2 A Dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.

21.3 If a notice is given under clause 21.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.

21.4 If the Dispute is not resolved within a further 28 days, the Dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.

- 21.5 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 21.6 Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- 21.7 The Parties are to share equally the costs of the President, the expert, and the expert determination.

22 Dispute Resolution - mediation

- 22.1 This clause applies to any Dispute arising in connection with this Deed other than a Dispute to which clause 21 applies.
- 22.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 22.3 If a notice is given under clause 22.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 22.4 If the Dispute is not resolved within a further 28 days, the Parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.
- 22.5 If the Dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the Dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.
- 22.6 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.
- 22.7 The Parties are to share equally the costs of the President, the mediator, and the mediation.

23 Release

- 23.1 The Owner releases the Council from any Claim it may have against the Council arising in connection with the performance of the Owner's obligations

under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

24 Indemnity

24.1 The Owner indemnifies the Council from and against all Claims that may be sustained, suffered, recovered or made against the Council arising in connection with the performance of the Owner's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

25 Annual report by Owner

25.1 The Owner is to provide to the Council by not later than each anniversary of the date on which this Deed is entered into a report detailing the performance of its obligations under this Deed.

25.2 The report referred is to be in such a form and to address such matters as required by the Council from time to time.

26 Review of Deed

26.1 The Parties agree to review this Deed if either party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Deed.

26.2 For the purposes of clause 26.1, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables the Council or any other planning authority to restrict or prohibit any aspect of the Development.

26.3 For the purposes of addressing any matter arising from a review of this Deed referred to in clause 26.1, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Deed.

26.4 If this Deed becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that

an enforceable agreement of the same or similar effect to this Deed is entered into.

- 26.5 A failure by a Party to agree to take action requested by the other Party as a consequence of a review referred to in clause 26.1 (but not 26.4) is not a Dispute for the purposes of this Deed and is not a breach of this Deed.

27 Notices

- 27.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this agreement is only given or made if it is in writing and sent in one of the following ways:
- 27.1.1 delivered or posted to that Party at its address set out in Schedule 3.
 - 27.1.2 faxed to that Party at its fax number set out in Schedule 3.
 - 27.1.3 emailed to that Party at its email address set out in Schedule 3.
- 27.2 If a Party gives the other Party 3 business days notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.
- 27.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 27.3.1 delivered, when it is left at the relevant address.
 - 27.3.2 sent by post, 2 business days after it is posted.
 - 27.3.3 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.
- 27.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

28 Entire agreement

This agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier agreement, 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.

29 Further Acts

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this agreement and all transactions incidental to it.

30 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.

31 Joint and Individual Liability and Benefits

Except as otherwise set out in this agreement, any agreement, covenant, representation or warranty under this agreement by 2 or more persons binds them jointly and each of them individually, and any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

32 No Fetter

Nothing in this agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

33 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.

34 **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.

35 **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.

36 **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.

37 **GST Provisions**

37.1 In this clause:

Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice have the meaning given by the GST Law.

GST Amount means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.

GST Law has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Input Tax Credit has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.

Taxable Supply has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.

- 37.2 Subject to clause 37.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this agreement, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 37.3 Clause 37.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this agreement to be GST inclusive.
- 37.4 No additional amount shall be payable by the Council under clause 37.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 37.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this agreement by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:
- 37.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
- 37.5.2 that any amounts payable by the Parties in accordance with clause 37.2 (as limited by clause 37.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 37.6 No payment of any amount pursuant to this clause 37, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 37.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred

Planning Agreement
Wollondilly Shire Council
Deemkies Pty Limited

by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.

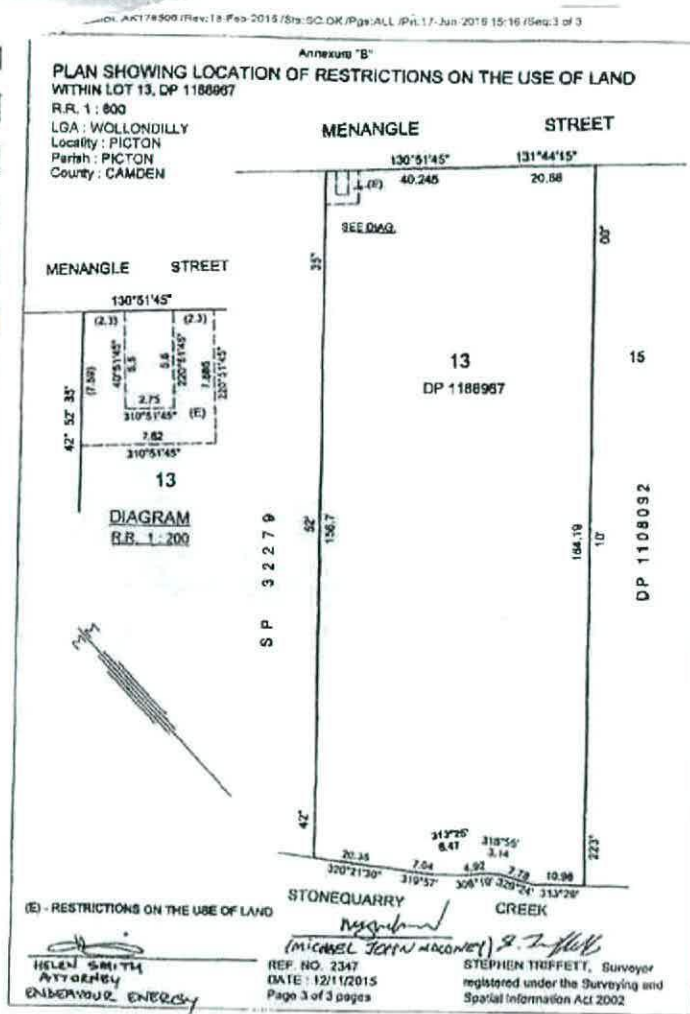
37.8 This clause continues to apply after expiration or termination of this agreement.

38 Explanatory Note Relating to this agreement

38.1 The Appendix contains the Explanatory Note relating to this Deed required by clause 25E of the Regulation.

38.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note in the Appendix 1 is not to be used to assist in construing this Deed.

Schedule 1
(Clause 1.1)
The Land



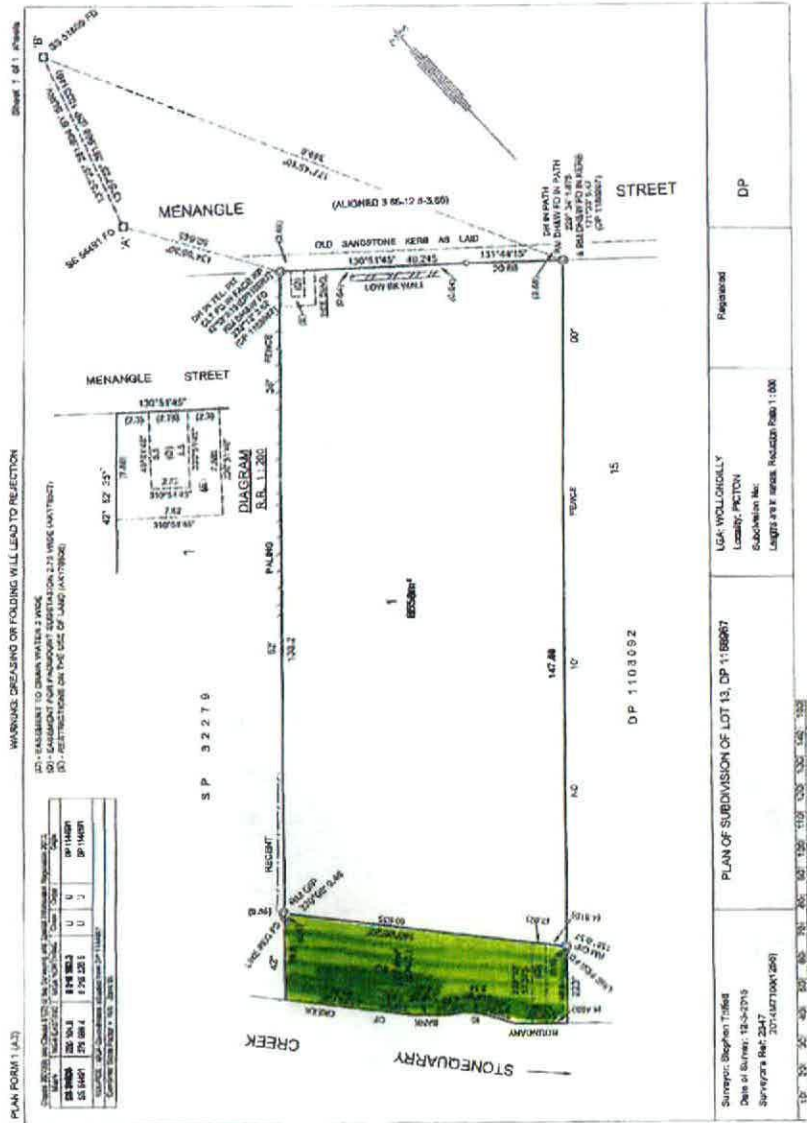
Planning Agreement
Wollondilly Shire Council
Deemkies Pty Limited

Schedule 2
Subdivision Plan

PLAN FORM 6 (2013) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)
Office Use Only	Office Use Only	
Registered:		
Title System: TORRENS		
Purpose: SUBDIVISION		
PLAN OF SUBDIVISION OF LOT 13, DP 1188967	LGA: WOLLONDILLY	
	Locality: PICTON	
	Parish: PICTON	
	County: CAMDEN	
Crown Lands NSW/Western Lands Office Approval	Survey Certificate	
I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.	I, STEPHEN TRIFFETT of 33 Folkes Street, Elderslie, NSW, 2570 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that:	
Signature:	* (a) The land shown in this plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 12-3-2015.	
Date:	* (b) The part of the land shown in this plan ("being" excluding) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation.	
File Number:	* (c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> .	
Office:	Signature: <i>Stephen Triffett</i> Dated: 16-3-2015	
Subdivision Certificate	Surveyor ID: 2118	
I, "Authorised Person"/General Manager/Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.	Datum Line: 'A' - 'B'	
Signature:	Type: Urban	
Accreditation number:	*Strike through if inapplicable	
Consent Authority:	*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	
Date of endorsement:		
Subdivision Certificate number:		
File number:		
*Strike through if inapplicable.		
Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land	Plans used in the preparation of survey.	
IT IS INTENDED THAT LOT 2 WILL BE DEDICATED TO WOLLONDILLY SHIRE COUNCIL AS PUBLIC RESERVE.	DP 1188967	
	If space is insufficient continue on PLAN FORM 6A	
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 2347	

Planning Agreement
Wollondilly Shire Council
Deemkies Pty Limited



Schedule 3

(Clause 27)

Contact for Notices

Council

Attention: The General Manager
Address: 62-64 Menangle Street, Picton, New South Wales
2571
Fax Number: (02) 46771100

Owner

Attention: Mr Michael Moloney
Address: 55 Victoria Street, Potts Point, New South Wales
2011

**Planning Agreement
Wollondilly Shire Council
Deemkies Pty Limited**

Execution

Dated: 13 November 2017

Executed as an agreement:

On behalf of the Council:

Signed by **WOLLONDILLY SHIRE COUNCIL**)
(ABN 93 723 245 808), by the General Manager)
pursuant to delegation granted pursuant to)
Council resolution on 18th April, 2017)
[])



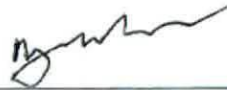
13 November 2017

Witness



On behalf of the Owner:

Signed for **DEEMKIES PTY LIMITED** in
accordance with section 127 of the
Corporations Act 2001 (Cth)



Signature of Sole Director/Secretary

Michael Moloney

Name of Sole Director/Secretary (print)

Appendix 1

(Clause 38)

Environmental Planning and Assessment Regulation 2000

Explanatory Note

Draft Planning Agreement

Under s93F of the Environmental Planning and Assessment Act 1979

Parties

Wollondilly Shire Council of 62-64 Menangle Street, Picton, New South Wales,
2571 (**Council**)

Deemkies Pty Limited of c/- 55 Victoria Street, Potts Point NSW 2011(**Owner**)

1 Description of Subject Land

Lot 13 in DP 1188967, No 83 Menangle Street, Picton

**2 Description of Proposed Change to Environmental Planning
Instrument/Development Application**

The planning agreement relates to Development Application numbered **ID788/2005**
for the staged 36 residential units and strata subdivision (**Development
Application**).

3 Summary of Objectives, Nature and Effect of the Draft Planning Agreement

The Planning Agreement will allow:

- the dedication of the part of the subject land, which is has an area of 1074m² and forms part of the Stonequarry Creek Riparian Corridor (**RE1 Land**), and
- the reduction of the s94 Contribution payable in accordance with condition 23(1) to the Development Consent to the Development Application

4 Assessment of the Merits of the Draft Planning Agreement

4.1 The Planning Purposes Served by the Draft Planning Agreement

The following planning purposes are served by the proposed agreement:

Dedication of the RE1 Land to the public and provide public access to the Stonequarry Creek environs.

4.2 How the Draft Planning Agreement Promotes the Public Interest

The proposed agreement promotes the public interest by addressing the objects of the EP&A Act, LG Act and the Council Charter. It provides certainty for Council through a contractual relationship. The end use of the dedicated land will provide benefits through improved access to public open space along the Stonequarry Creek riparian corridor to the local community.

4.3 For Planning Authorities:

4.3.1 Development Corporations - How the Draft Planning Agreement Promotes its Statutory Responsibilities

N/A

4.3.2 Other Public Authorities – How the Draft Planning Agreement Promotes the Objects (if any) of the Act under Which it is Constituted

N/A

4.3.3 Councils – How the Draft Planning Agreement Promotes the Elements of the Council's Charter

The following elements of the Council's Charter are promoted by the proposed agreement:

- to provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate access to public open space for the community and to ensure that the public open space is managed efficiently and effectively;

**Planning Agreement
Wollondilly Shire Council
Deemkies Pty Limited**

The contributions made under the proposed agreement will promote improved public access to the Stonequarry Creek environs for existing and future residents and provide an open space corridor network within the Picton Town Centre.

4.3.4 All Planning Authorities – Whether the Draft Planning Agreement Conforms with the Authority’s Capital Works Program

The dedication of the RE1 Land is not listed in Council's Capital Works Program, however, the dedication of this land is supported by Council as it will contribute to the provision of a public walkway along Stonequarry Creek, thereby providing some important open space in and adjacent to the Picton town centre;

4.3.5 All Planning Authorities – Whether the Draft Planning Agreement specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued

The RE1 Land must be dedicated to Council before a construction certificate is issued in relation to the Development.

Dated: 13/11 2017 (2017)

On behalf of the Council:

Signed by **WOLLONDILLY SHIRE COUNCIL,**
by the General Manager

Witness






**Planning Agreement
Wollondilly Shire Council
Deemkies Pty Limited**

On behalf of the Owner:

**Signed for DEEMKIES PTY LIMITED in
accordance with section 127 of the
Corporations Act 2001 (Cth)**



Signature of Sole Director/Secretary

Michael Moloney

Name of Sole Director/Secretary (print)

Annexure "B"
Plan of Subdivision

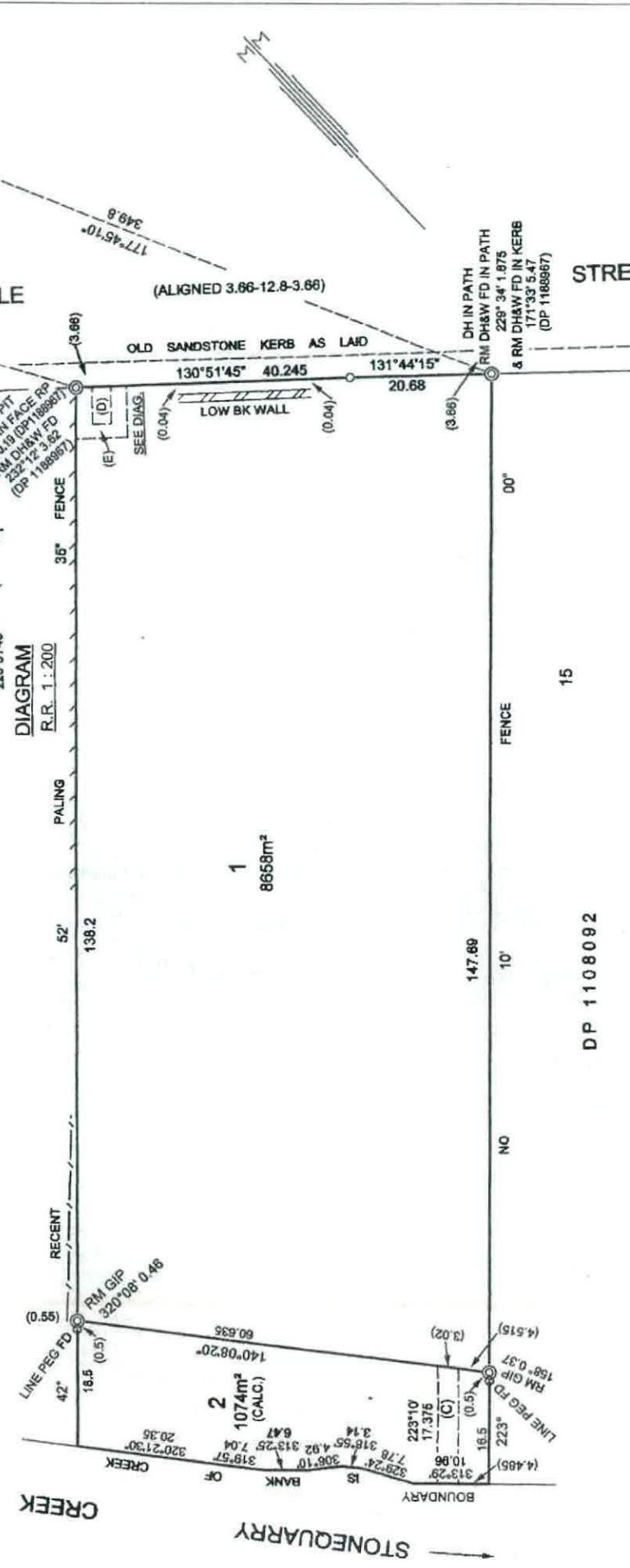
Mark	MGA EASTING	MGA NORTHING	Class	Order	Origin
SS 51809	280 104.9	6 216 882.0	U	U	DP 1144881
SS 54491	279 989.4	6 216 320.5	U	U	DP 1144881

SOURCE: MGA Co-ordinates adopted from DP 1144881
Combined Scale Factor = N/A, Zone 58.

- (C) - EASEMENT TO DRAIN WATER 3 WIDE
- (D) - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (AK178507)
- (E) - RESTRICTIONS ON THE USE OF LAND (AK178508)



S P 3 2 2 7 9



1
8658m²

2
1074m²
(CALC.)

Surveyor: Stephen Triffett	Registered	DP
Date of Survey: 12-3-2015	LGA: WOLLONDILLY	
Surveyor's Ref: 2347 2014M7100(1266)	Locality: PICTON	
	Subdivision No:	Lengths are in metres. Reduction Ratio 1 : 600
PLAN OF SUBDIVISION OF LOT 13, DP 1188987		
10	20	30
40	50	60
70	80	90
100	110	120
130	140	150

Table of mm

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p style="text-align: right;">Office Use Only</p>
<p>PLAN OF SUBDIVISION OF LOT 13, DP 1188967</p>	<p>LGA: WOLLONDILLY</p> <p>Locality: PICTON</p> <p>Parish: PICTON</p> <p>County: CAMDEN</p>
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, STEPHEN TRIFFETT of 33 Folkes Street, Elderslie, NSW, 2570 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><i>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 12-3-2015.</i></p> <p><i>*(b) The part of the land shown in the plan (*being*excluding ^) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation.</i></p> <p><i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</i></p> <p>Signature: <i>B. Triffett</i> Dated: 16-3-2015</p> <p>Surveyor ID: 2118</p> <p>Datum Line: 'A' - 'B'</p> <p>Type: Urban</p> <p><i>*Strike through if inapplicable.</i></p> <p><i>^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</i></p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <i>*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</i></p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p><i>*Strike through if inapplicable.</i></p>	<p>Plans used in the preparation of survey. DP 1188967</p> <p style="text-align: right;">if space is insufficient continue on PLAN FORM 6A</p>
<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED THAT LOT 2 WILL BE DEDICATED TO WOLLONDILLY SHIRE COUNCIL AS PUBLIC RESERVE.</p>	<p>Surveyor's Reference: 2347</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

Office Use Only	Office Use Only
Registered: PLAN OF SUBDIVISION OF LOT 13, DP 1188967	This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSI Regulation 2012 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number: Date of Endorsement:	

Lot	Street number	Street name	Street type	Locality
1	83	MENANGLE	STREET	PICTON
2	N/A	N/A	N/A	N/A

Pursuant to Section 88B of the Conveyancing Act 1919 it is intended to create :

1. Easement to Drain Water 3 Wide

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2347

Instrument setting out terms of Easement intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Lengths are in metres

(Sheet 1 of 2 sheets)

Plan: Plan of Subdivision of Lot 13, DP 1188967 covered by Subdivision Certificate No.....of

Full name and address of the owner of the land: DEEMKIES Pty Ltd
55 Victoria Street, Potts Point, NSW 2011

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement To Drain Water 3 Wide	Lot 2	Lot 1

Name of Authority whose consent is required to Release, Vary or Modify Easement To Drain Water 3 Wide in the Plan :-

Wollondilly Shire Council

Executed on behalf of DEEMKIES Group Pty Ltd. in accordance with S127 of the Corporations Act 2001 by :

Michael John Moloney

.....
Sole Director / Secretary

ACN :

Mortgagee :-

(Sheet 2 of 2 sheets)

Wollondilly Shire Council by its authorised delegate pursuant to s.377 Local Government Act 1993

.....(Signature of delegate)

.....(Name of delegate)

I certify that I am an eligible witness and that the delegate signed in my presence

.....(Signature of Witness)

.....(Name of Witness)

.....(Address of witness)

Annexure "C"
Certificate of Practical Completion



Frank McKay Building 62-64 Menangle Street Picton NSW 2571 DX 26052 Picton
An incorporated entity PO Box 21 Picton NSW 2571
Telephone 02 4677 1100 Fax 02 4677 2339
Email council@wollondilly.nsw.gov.au Web www.wollondilly.nsw.gov.au
ABN 93 723 245 808

RURAL LIVING

Our Reference: ID788-05P8#95

Jim Kavanagh
Project Manager
Deemkies Pty Ltd
PO Box 354
PICTON NSW V2571

1 December 2016

Dear Sir,

CERTIFICATE OF PRACTICAL COMPLETION – CONSTRUCTION OF STAGE 1 CIVIL WORKS, 83 MENANGLE STREET, PICTON.

I hereby certify that as at 1st December 2016, the engineering works on the subject development as identified in the Engineering Construction Certificate No. 013.2005.00059605.001 and the approved Engineering Design plans for stage 1, dated 7 July 2015 have been satisfactorily completed with the exception of the following defects:

- Uncontrolled cracking in the western concrete footway crossing shall be repaired and sealed with epoxy cement, or similar.

The 12 months defects liability period will now apply from the date of this certificate. During this defects liability period, all identified defects and defects that become apparent must be remedied.

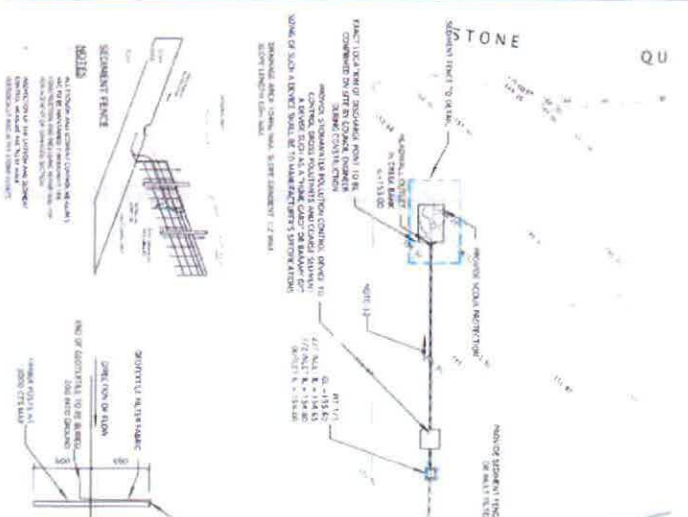
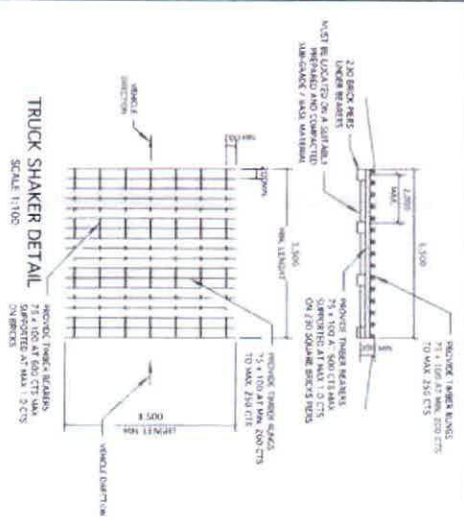
Should you require any further information in relation to this matter, please do not hesitate to contact the undersigned on (02) 46771100, quoting Council's above reference number.

Yours faithfully

Ben Gibbons
Development Engineer
WOLLONDILLY SHIRE COUNCIL

CC ; JOHN McDONALD BUILDING SERVICES PTY LTD

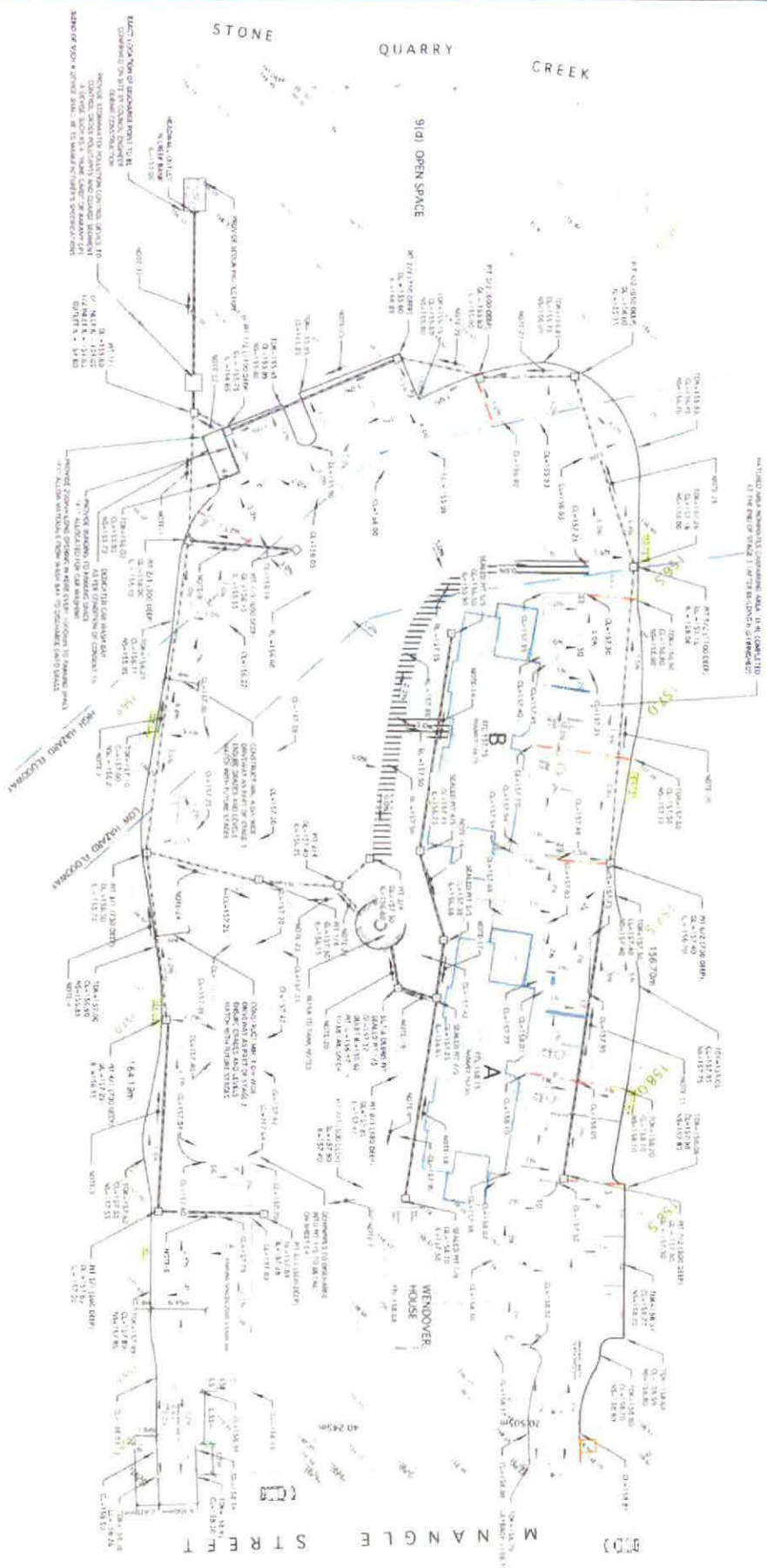
Annexure "D"
Engineering Design Plans



NO	DATE	DESCRIPTION	BY	CHECKED
H	20/10/2017	AMENDED PARKING AREAS IN STAGES	KG	KG
G	15/09/2015	FOR PROPOSAL A WATER SERVICES ASSESS	KG	KG
F	17/04/2015	NOTE ADDED TO CIVIL PLAN (1) & LAYOUT PLAN (2) (1)	AJB	KG
E	2/04/2015	REVISIONS AS PER COUNCIL COMMENTARY (2/2/15)	AJB	KG
D	23/02/2015	ADDED SITE LAYOUT PLAN	KG	KG

NO	DATE	DESCRIPTION	BY	CHECKED
H	20/10/2017	AMENDED PARKING AREAS IN STAGES	KG	KG
G	15/09/2015	FOR PROPOSAL A WATER SERVICES ASSESS	KG	KG
F	17/04/2015	NOTE ADDED TO CIVIL PLAN (1) & LAYOUT PLAN (2) (1)	AJB	KG
E	2/04/2015	REVISIONS AS PER COUNCIL COMMENTARY (2/2/15)	AJB	KG
D	23/02/2015	ADDED SITE LAYOUT PLAN	KG	KG

NO	DATE	DESCRIPTION	BY	CHECKED
H	20/10/2017	AMENDED PARKING AREAS IN STAGES	KG	KG
G	15/09/2015	FOR PROPOSAL A WATER SERVICES ASSESS	KG	KG
F	17/04/2015	NOTE ADDED TO CIVIL PLAN (1) & LAYOUT PLAN (2) (1)	AJB	KG
E	2/04/2015	REVISIONS AS PER COUNCIL COMMENTARY (2/2/15)	AJB	KG
D	23/02/2015	ADDED SITE LAYOUT PLAN	KG	KG



STAGE 3 PLAN
SCALE
AT A1 - 1:250
AT A3 - 1:500



NOTE:
FOR SOIL AND WATER MANAGEMENT PLAN REFER SHEET 13

PLAY SUBJECT TO APPROVAL BY COUNCIL
PLAN MAY VARY, ALWAYS USE STAMPED PLANS FROM COUNCIL

M	23/07/2017	AMENDED PARKING AREAS IN STAGES	KG	DRAMAN	REVISION CODES AND DESCRIPTIONS
C	15/02/2015	PRE-APPROVAL WITH SERVICES ADDED	KG		
F	17/04/2015	WELL ADDED TO LAYOUT AND ELECTRICAL LAYOUT ADJUSTED	AB		
E	21/04/2015	ADDED AS PER CONSULTING ENGINEERING REPORT	AB		
D	23/02/2015	ADDED SITE LAYOUT PLAN	KG		
AWNING	DATE	DESCRIPTION	DRAMAN		



DNMC
3 & V CONSULTING PTY LTD
2nd and 3rd floors, Exchange Square 28th
111 Exchange Square, Sydney NSW 2000

PROJECT: CIVIL DESIGN FOR PROPOSED RESIDENTIAL FLATS	CLIENT: DEEKERS PTY LTD	ADDRESS: 83 MERRINDALE ST	PROJECT NO: 14083 H
DATE: 15/02/2017	SCALE: AS SHOWN	SHEET: 1/10	CIVILS

Annexure "E"
Landscape Plans

010.2005.00059605.001 DS

Deemkies Pty Ltd
55 Victoria Street
POTTS POINT NSW 2011

4 December 2013

Dear Sir/Madam,

**STAGED 36 RESIDENTIAL UNITS AND STRATA TITLE SUBDIVISION - LOT 13 DP 1188967
(FORMERLY LOTS A AND B DP 154331 AND LOT 1 DP 782120), 83 MENANGLE STREET
PICTON (FORMERLY 79-85 MENANGLE STREET PICTON)**

I refer to the above development which received Deferred Commencement Consent on 17 December, 2012.

This letter is to confirm that all of the conditions of the Deferred Commencement Consent have now been addressed and satisfied.

Development Consent 010.2005.00059605.001 is therefore valid and operates from 4 December, 2013.

Please find attached the stamped approved plans.

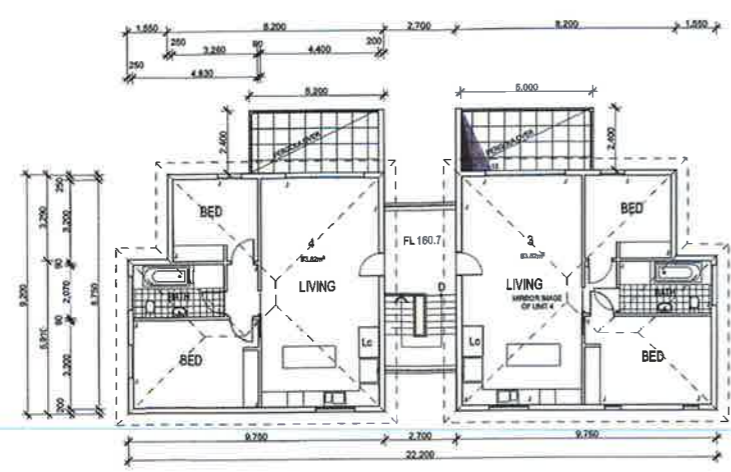
Yours faithfully



David Smith
Acting Deputy General Manager

WOLLONDBILLY SHIRE COUNCIL
 APPROVED PLAN REFERRED TO
 IN DEVELOPMENT CONSENT NO.
 15070 CS 100 201205 001
 DETERMINED 12/01/15
 AUTHORIZED OFFICER [Signature]

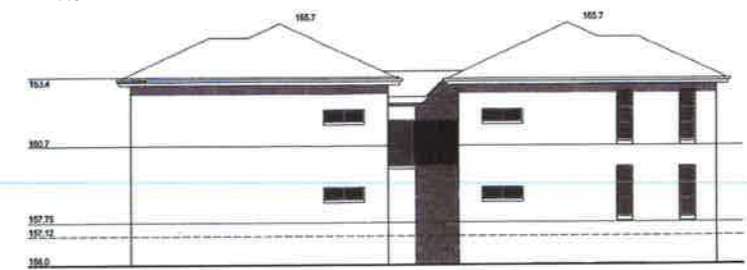
REFER TO THE EXHIBIT CONDITIONS
 PRIOR TO COMMENCING THIS
 DEVELOPMENT. NSW LEGISLATION
 PROVIDES PENALTIES FOR BREACHING A
 CONDITION OF CONSENT



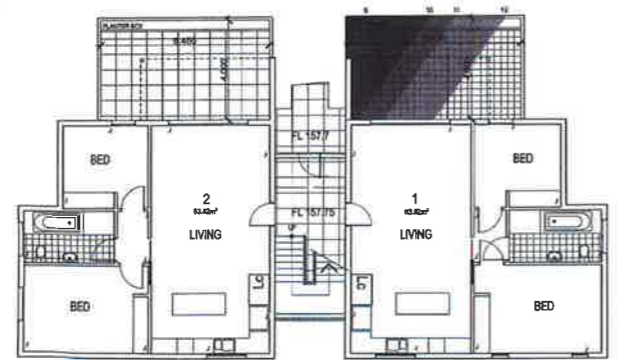
First Floor Plan



North Elevation



South Elevation



Ground Floor Plan



West Elevation



East Elevation



Section C.C

MINE SUBSIDENCE BOARD
 Development/Building Application
 This document is valid for two (2) years from today and
 includes any condition of approval attached.
 15 AUG 2015
 This approval is subject to the conditions of approval and any other conditions of approval attached to this approval.
 For Mine Subsidence Board



THIS DRAWING COMPLETES PART OF THE SET USED TO COMPLETE THE DEVELOPMENT APPLICATION. THE DRAWING IS VALID FOR THE PERIOD OF THE DEVELOPMENT APPLICATION. ANY CHANGES TO THIS DRAWING MUST BE APPROVED BY THE ARCHITECT.

TONY TULLOCH
 REGISTERED ARCHITECT

GNA
 2 Street RL, Lakhani 2840
 T: 02 9518 0220
 M: 0412 088 117
 E: gna@gnadesign.com.au
 Website: www.gna.com.au

Identity Design
 Architects
 11 Makin St, Brisbane 4042
 T: 02 9518 7474
 M: 0411 328 724
 E: Lindsay@identitydesign.com.au
 Richard Kingston Registered Architect No 6447

MINE SUBSIDENCE
 LOCATE APPROVED MOVEMENT JOINTS TO MINE SUBSIDENCE BOARD'S STANDARDS. FINAL LOCATION SHALL BE AS DETAILED ON STRUCTURAL ENGINEER'S DRAWINGS. 'J' = INDICATIVE JOINT LOCATION

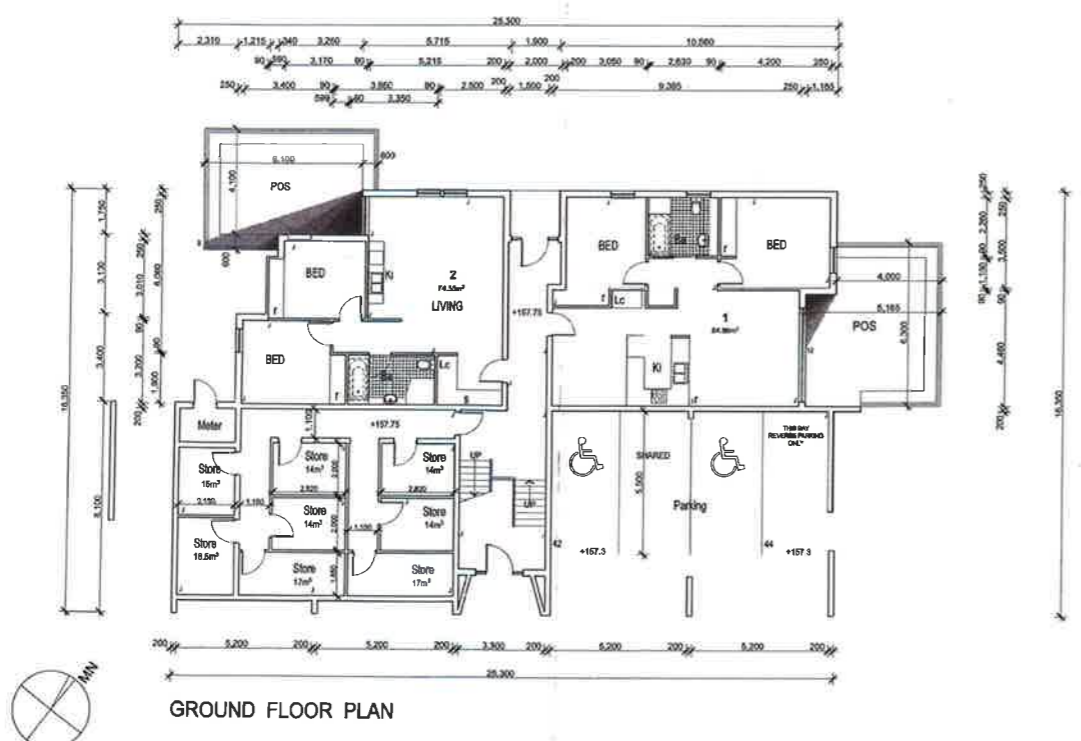
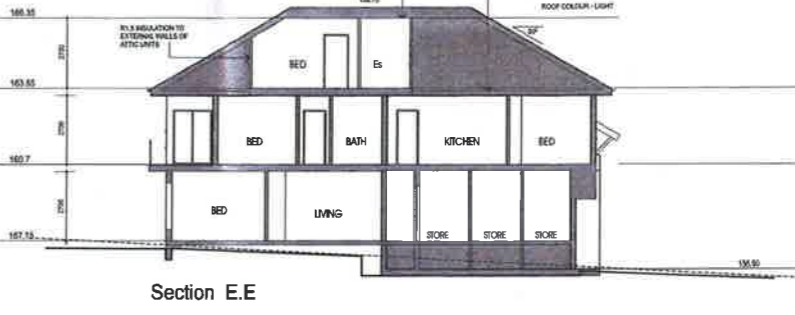
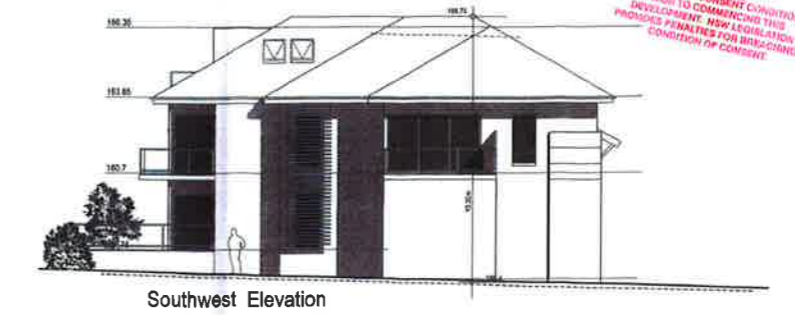
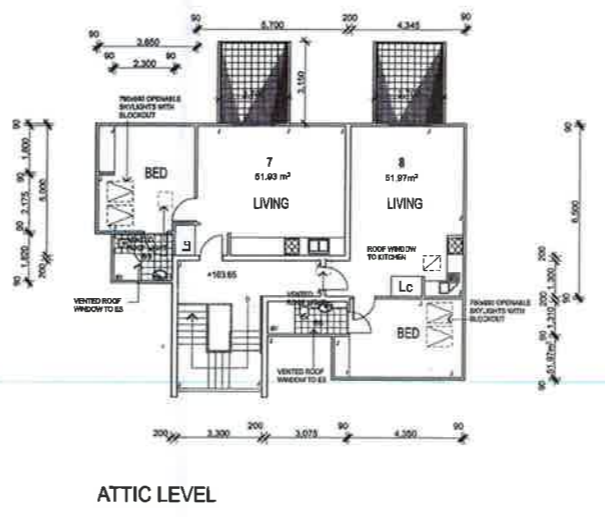
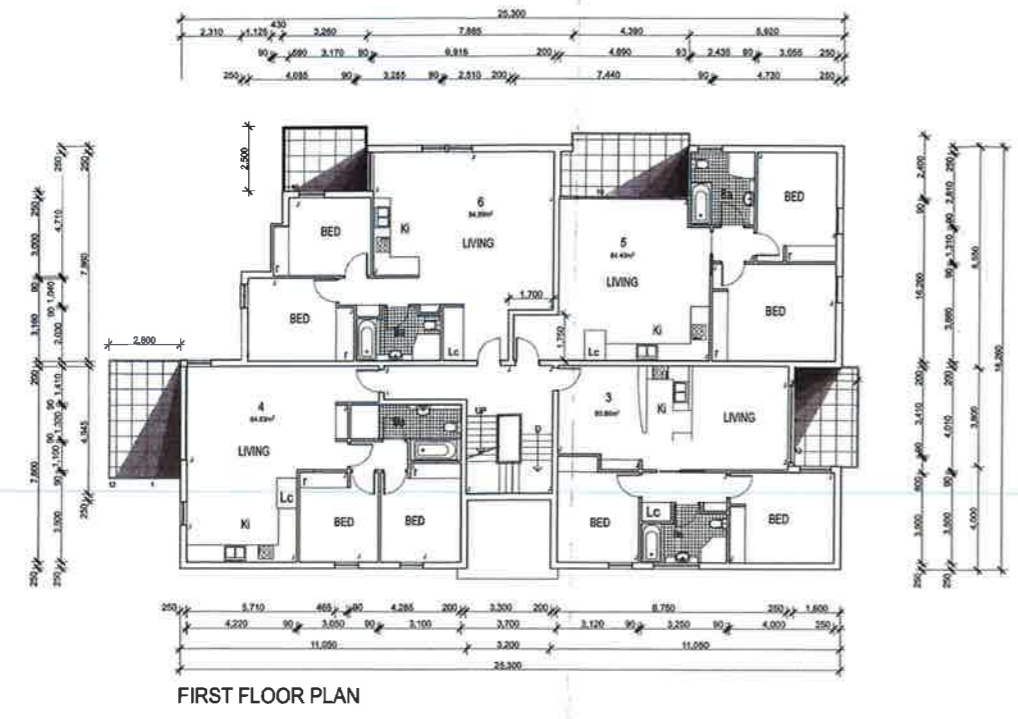
BLOCK C - Amended
 Floor Plans,
 Section,
 Elevations

Residential Unit Development
 79 - 85 Menangle Street,
 Picton.
 Deemkies Pty. Ltd.

Scale: 1:100
 Date: DA
 Date: March, 2011
 Date: 11.07
 Page: 6 of 13
 Block: B1
 Layer: L

WOLLONDILLY SHIRE COUNCIL
 APPROVED PLAN REFERRED TO
 IN DEVELOPMENT CONSENT NO.
 DA 1107/11
 AUTHORIZED OFFICER

REFER TO THE COMMENTS
 PROVIDED TO COMMENCING THIS
 DEVELOPMENT. NEW LEGISLATION
 PROVIDES PENALTIES FOR BREACHING A
 CONDITION OF CONSENT.



MINE SUBSIDENCE BOARD
 Development Subsidy Application
 19 NOV 2011
 The application is approved for mining & related activities
 subject to the conditions of the Mining Lease and the Mining
 Lease Agreement.

THE DRAWINGS COMPRISE PART OF
 THE BEST USED BY COMPLYING THE
 DRAWING REPORT ACCOMPANYING THIS
 APPLICATION.
 TONY YALOWSKI
 REGISTERED ARCHITECT

GNA Identity Design
 Architects
 2 Short St, Lashburn Vic 3207
 Tel: 03 9218 0000
 Fax: 0412 088 177
 Email: gna@gnadesign.com.au
 Website: www.gnadesign.com.au

MINE SUBSIDENCE
 LOCATE APPROVED MOVEMENT JOINTS TO
 MINE SUBSIDENCE BOARD'S STANDARDS
 FINAL LOCATION SHALL BE AS DETAILED
 ON STRUCTURAL ENGINEER'S DRAWINGS.
 1 - INDICATIVE JOINT LOCATION

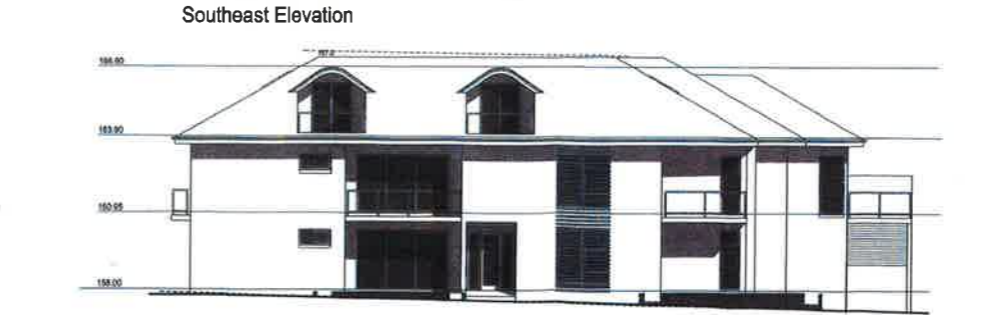
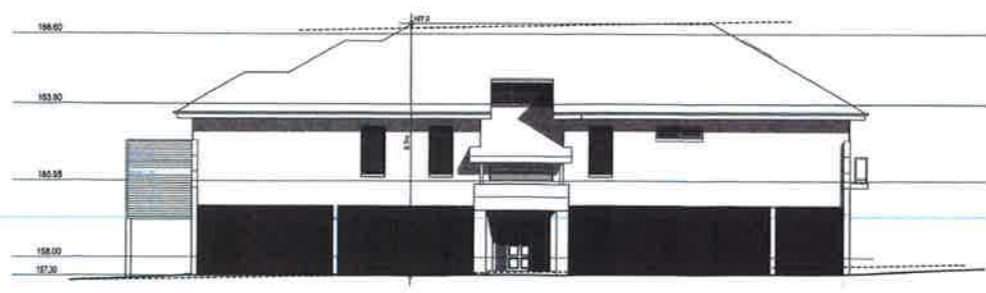
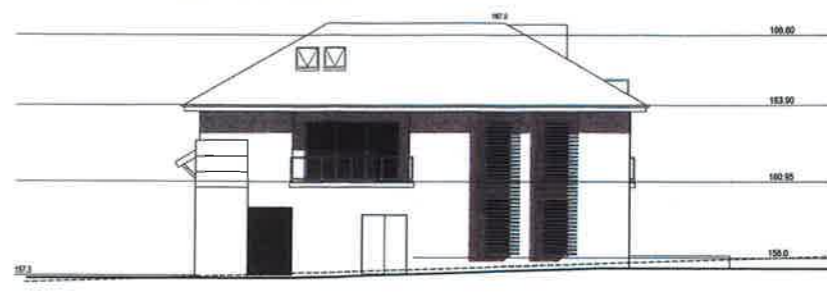
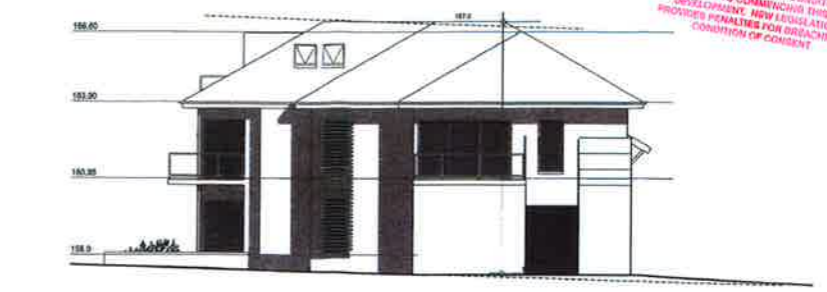
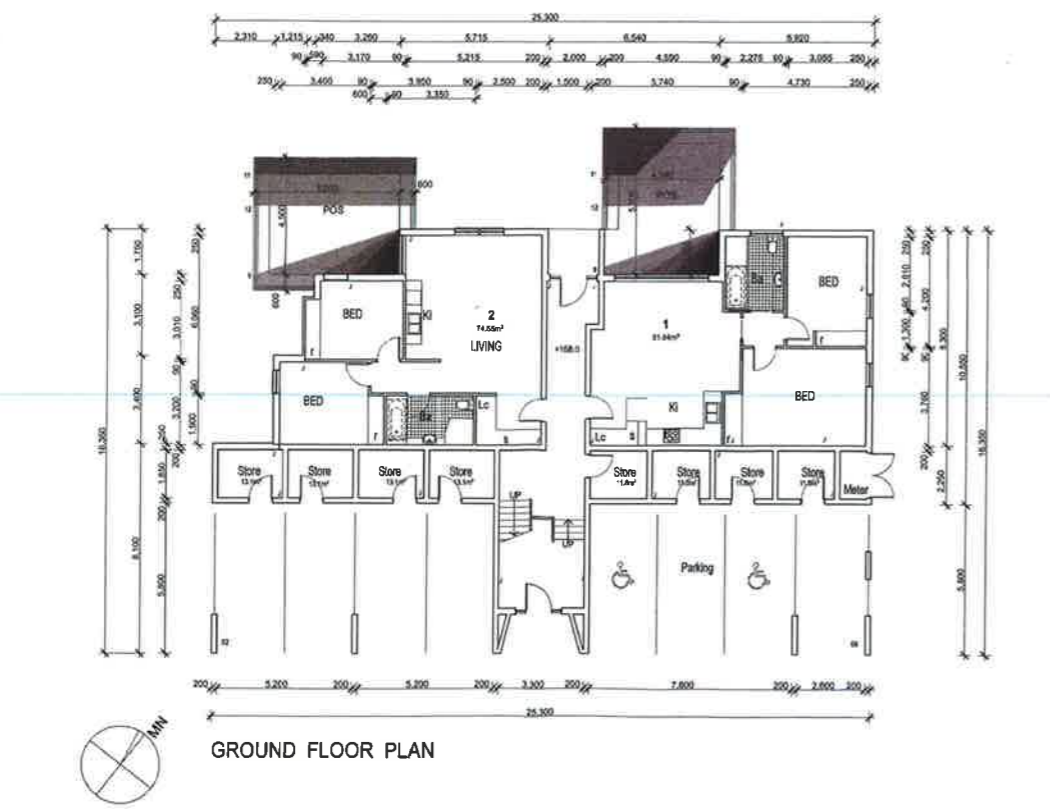
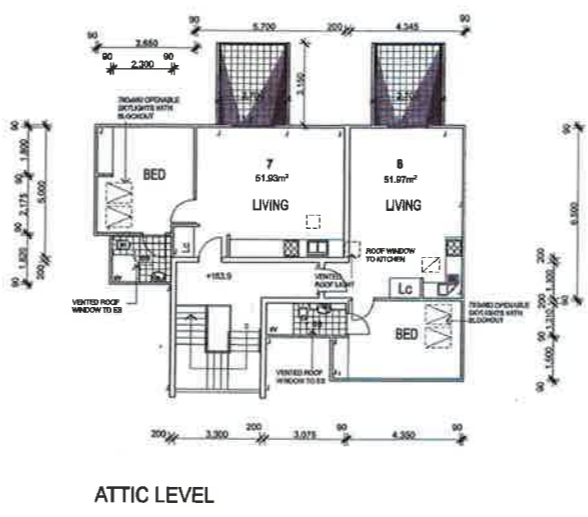
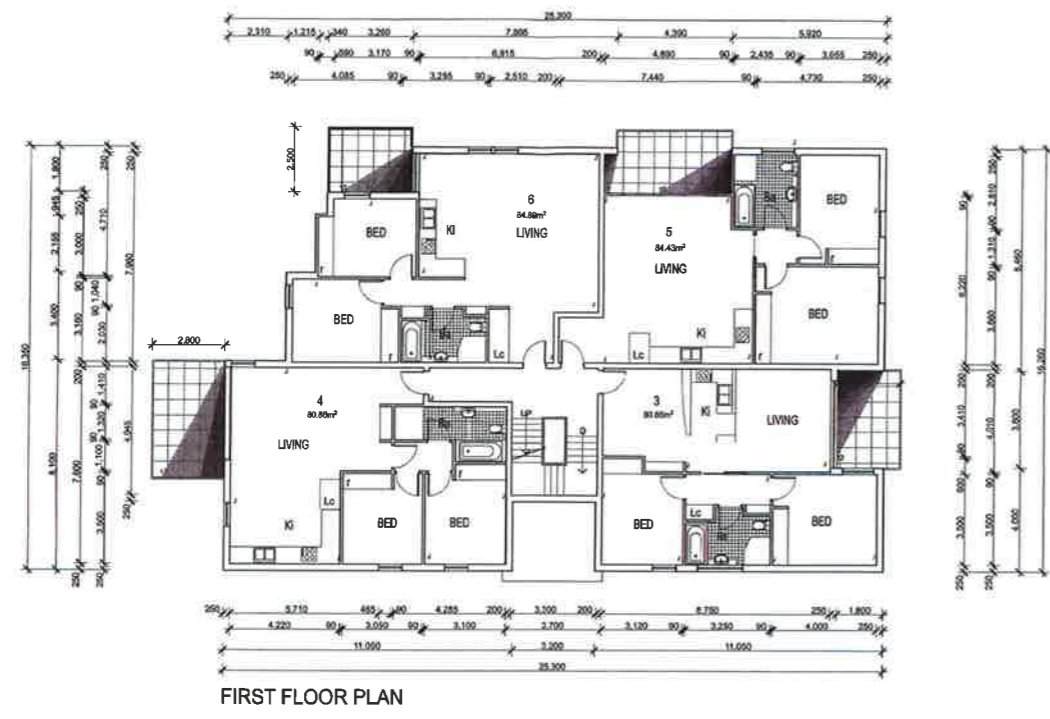
Block D Amended
 Floor Plans
 Elevations
 Section

Residential Unit Development
 79 - 85 Menangle Street,
 Picton.
 Deemkies Pty. Ltd.

SCALE: 1:100
 DA 1107/11
 Wollondilly
 March, 2011 11.07
 7 of 13 B1 L

WOLLONDILLY SHIRE COUNCIL
 APPROVED PLAN REFERRED TO
 IN DEVELOPMENT CONSENT NO.
 15/13/025 DEVELOPMENT NO. 15/13/025
 15/08/2013
 AUTHORIZED OFFICER

IMMEDIATE
 REFER TO THE COMMENT CONVENTION
 WHICH TO COMMENCE THIS
 DEVELOPMENT. NEW REGULATIONS
 PROVIDES PARALLELS FOR DRAFTING A
 CONDITION OF CONSENT



1 25.7.12 FLOORING UNITS OBTAINED TO COMPLY WITH NEW FLOORING LAWS

THIS DRAWING CONSTITUTES PART OF THE SET USED IN COMPLIANCE WITH THE BUILDING ACT 1975 AND THE BUILDING REGULATIONS 1983. ANY CHANGES TO THIS DRAWING MUST BE APPROVED BY THE ARCHITECT.

TONY TULLOCH REGISTERED ARCHITECT

GNA Identity Design
 Architects
 3 West St, Lakeside NSW 2246
 T: 02 9515 0200 M: 0412 486 177 E: gna@gnadesign.com.au
 89 Midvale St, Enfield NSW 2136
 T: 02 9519 7474 M: 0411 353 704 E: lindsay@gnad.com.au
 Graham Mahood E. Arch (Pvt) Richard Kasper Registered Architect No. 4447

MINE SUBSIDENCE
 LOCATE APPROVED MOVEMENT JOINTS TO MINE SUBSIDENCE BOARD'S STANDARDS. FINAL LOCATION SHALL BE AS DETAILED ON STRUCTURAL ENGINEERING DRAWINGS. (7 = INDICATIVE JOINT LOCATION)

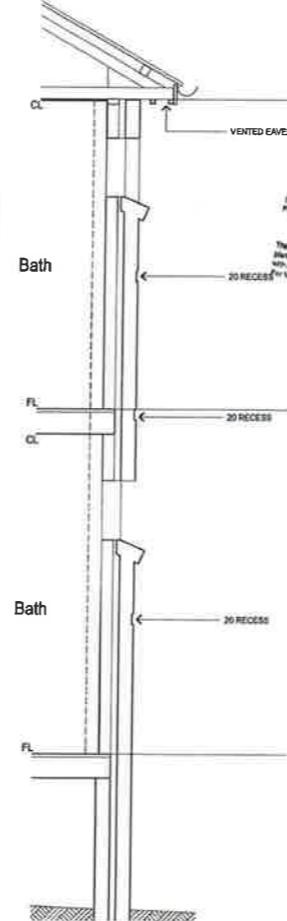
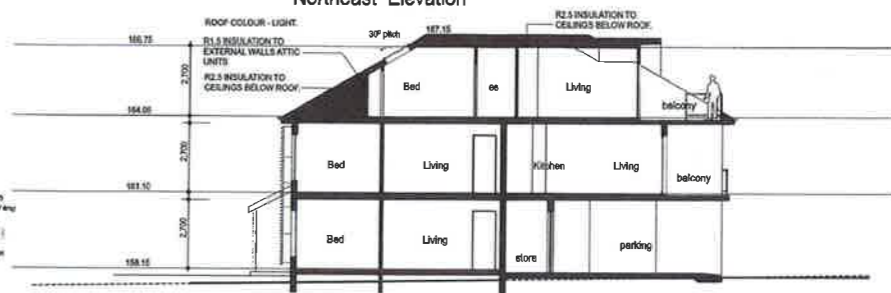
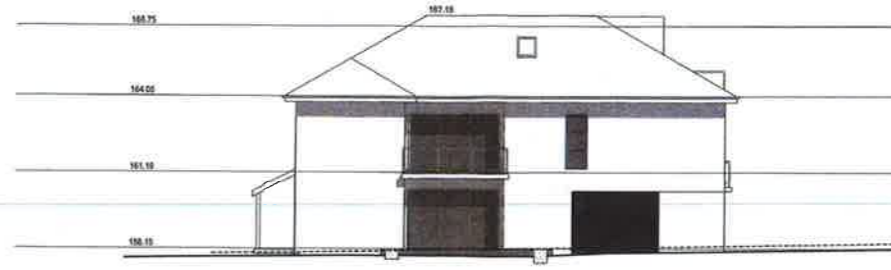
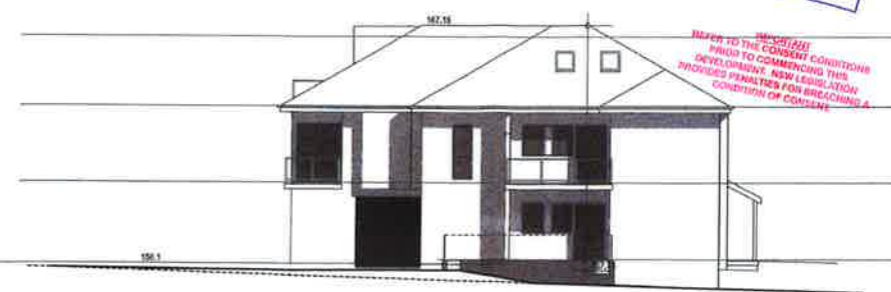
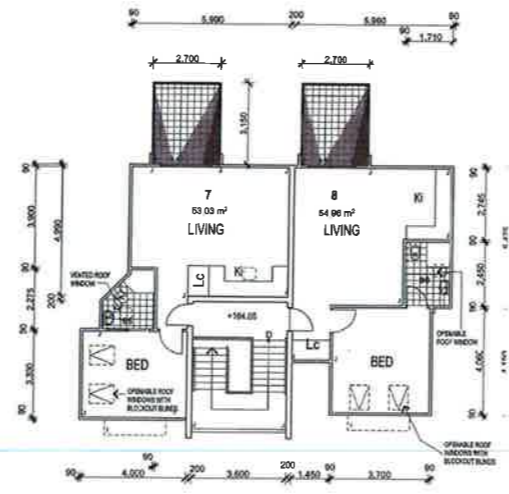
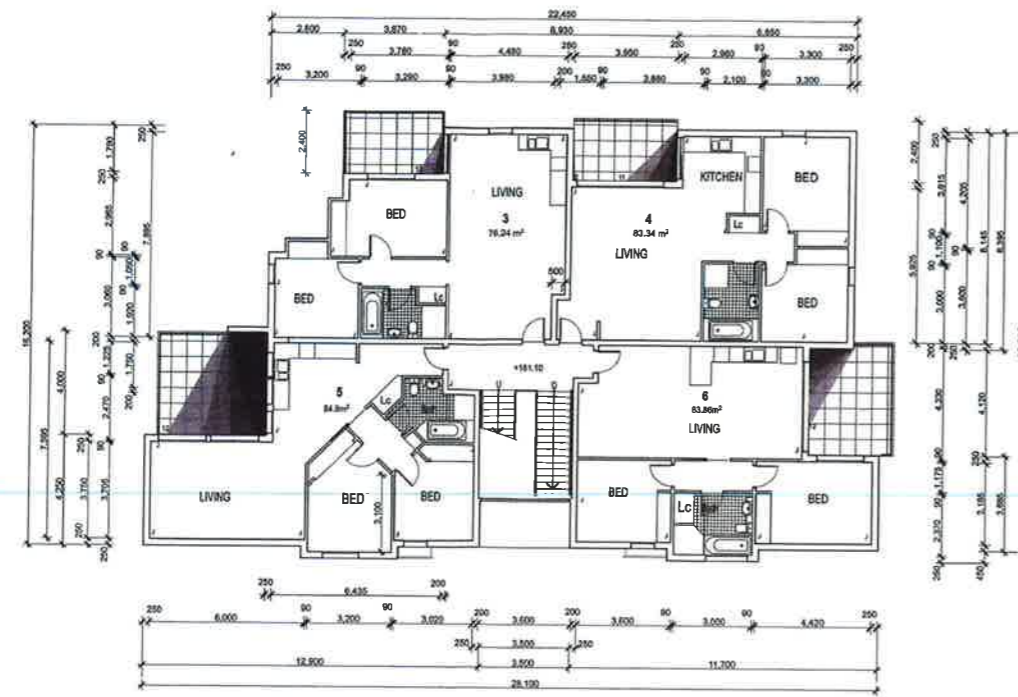
Block E Amended
 Floor Plans
 Elevations
 Section

Residential Unit Development
 79 - 85 Menangle Street,
 Picton.
 Deemkies Pty. Ltd.

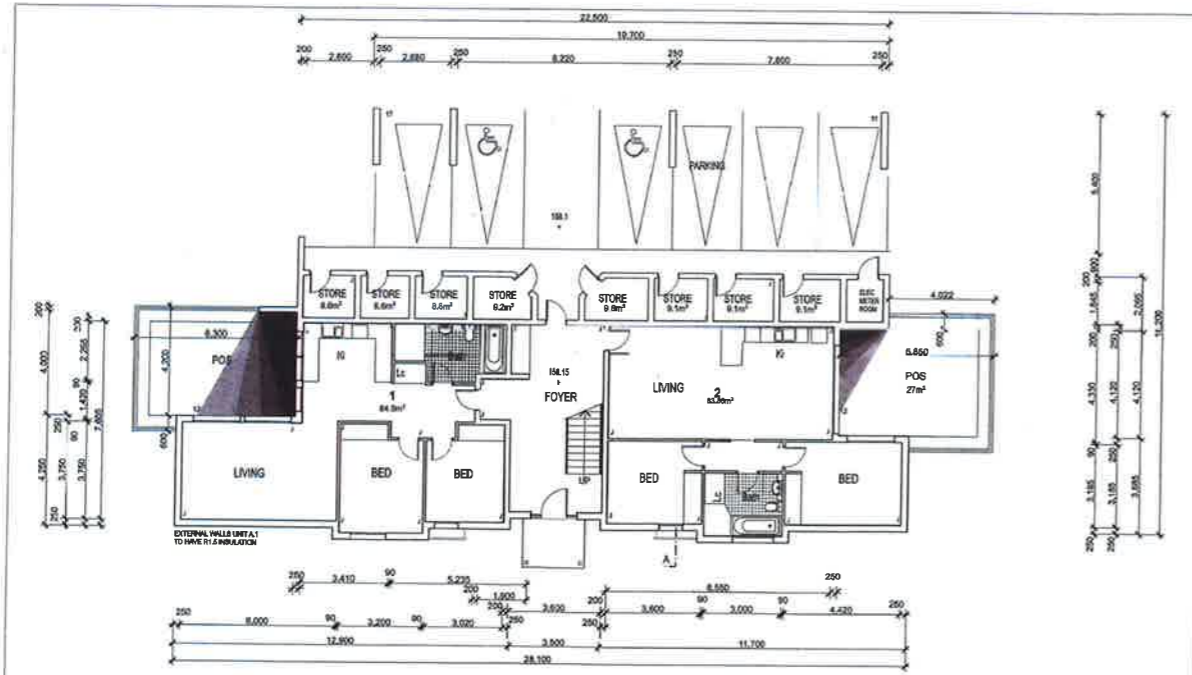
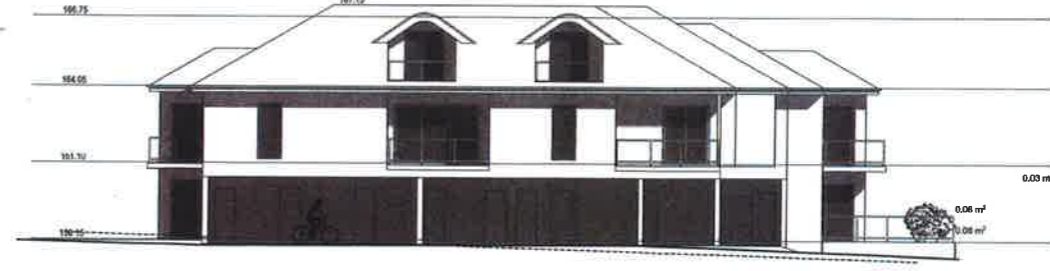
1:100
 DA Wollondilly
 March, 2011 11.07
 8 - 13 B1 L

MINE SUBSIDENCE BOARD
 Development Building Application
 This approval is valid for two (2) years from issue and includes any condition of approval attached.
 15 AUG 2013
 The approval is subject to the conditions of approval and the applicant must comply with the relevant Australian Standards for Mine Subsidence Board.

WOLLONDILLY SHIRE COUNCIL
 APPROVED/PLAN REFERRED TO
 DEVELOPMENT CONSENT AND
 DEVELOPMENT PLAN
 DATE: 12/08/11
 AUTHORIZED OFFICER



MINE SUBSIDENCE BOARD
 Development Building Application
 The above is a site for the ID work from today and
 please any reference of approval attached.
 15 AUG 2011



THIS DRAWING IS THE PROPERTY OF GNA ARCHITECTS AND SHOULD NOT BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF GNA ARCHITECTS.

GNA Identify Design
 Architects

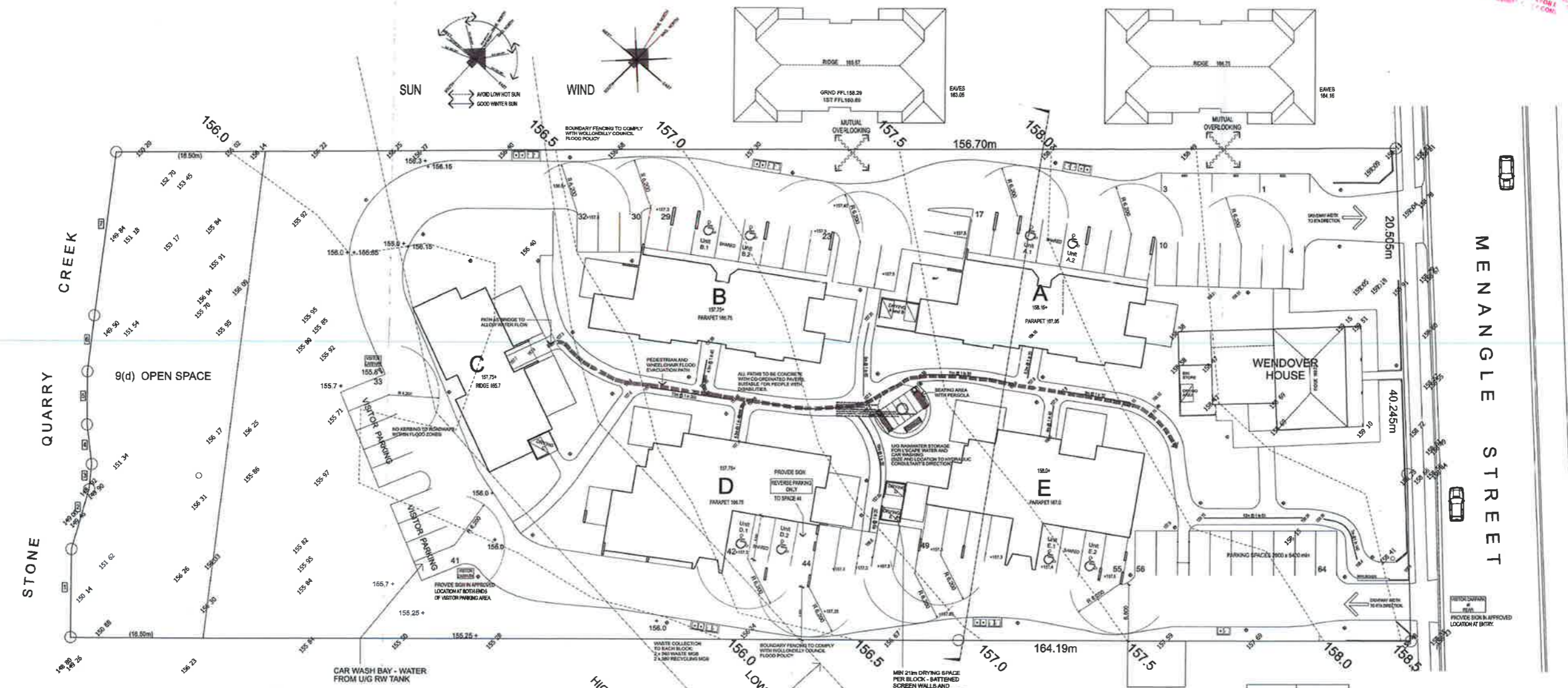
MINE SUBSIDENCE
 LOCATE APPROVED MOVEMENT JOINTS TO
 MINE SUBSIDENCE BOARD'S STANDARDS.
 FINAL LOCATION SHALL BE AS DETAILED
 ON STRUCTURAL ENGINEER'S DRAWINGS.
 * INDICATIVE JOINT LOCATION

Block A - Amended
 Floor Plans
 Section
 Elevations

Residential Unit Development
 79 - 85 Menangle Street, Picton.

Scale: 1:200
 Date: 11/07/11
 March, 2011
 Deemkies Pty. Ltd. 4 of 13 B1 L

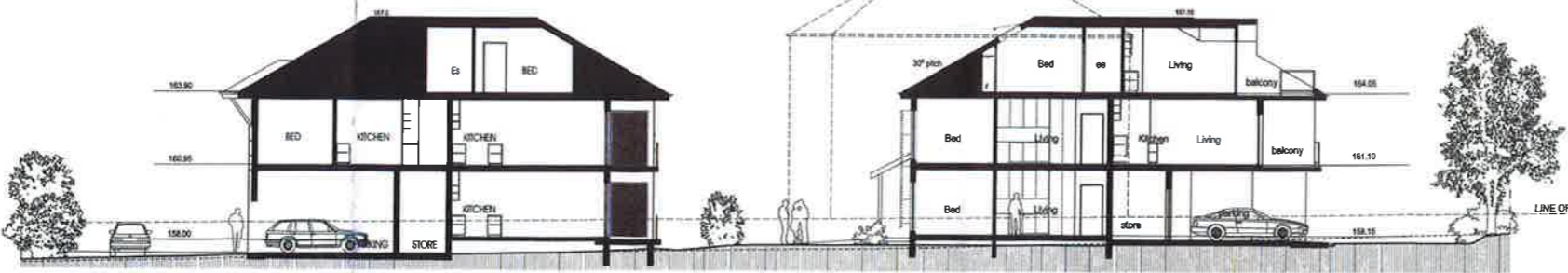
REFER TO THE DEVELOPMENT CONSENT FOR THE COMMERCIAL AND DEVELOPMENT PARAMETERS FOR THE SITE.



Site Plan

SHORT LINE TABLE OF CREEK BANK TRAVERSE

LINE	BEARING	DISTANCE
1	313°29'00"	10.96
2	329°24'00"	7.78
3	318°50'00"	3.14
4	308°10'00"	4.52
5	313°29'00"	6.47
6	316°57'00"	7.04
7	320°21'30"	20.35



Section 1.1 Thro' Site (Facing Stone Quarry Creek)

CAR PARKING

RESIDENT PARKING	55
VISITOR PARKING	9
TOTAL PARKING	64

MINIMUM LEVELS

RESIDENTIAL UNITS	157.75 AHD
RESIDENT PARKING	157.25 AHD

SITE DATA

SITE AREA	6,700m ²
SOFT LANDSCAPING F.S.R.	4,650m ² (45%)
DENSITY	0.28:1
8 SMALL x 220	1,780
28 MEDIUM x 300	8,400
DENSITY	= 10,180/6,700
	= 104.74%
EXCEEDS DCP-60 BY	4.74%

NO.	DATE	APPROVED
1	2012	[Signature]
2	2012	[Signature]
3	2012	[Signature]
4	2012	[Signature]
5	2012	[Signature]
6	2012	[Signature]
7	2012	[Signature]

THIS DRAWING COMPRISES PART OF THE SET OUT IN COMPLIANCE WITH THE SURVEY ACT 1958 (ACTING AS THE APPLICATION)

TOMY SAUNDERS
 REGISTERED ARCHITECT

GNA Identity Design
 Architects

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 E: lindsay@gnadesign.com

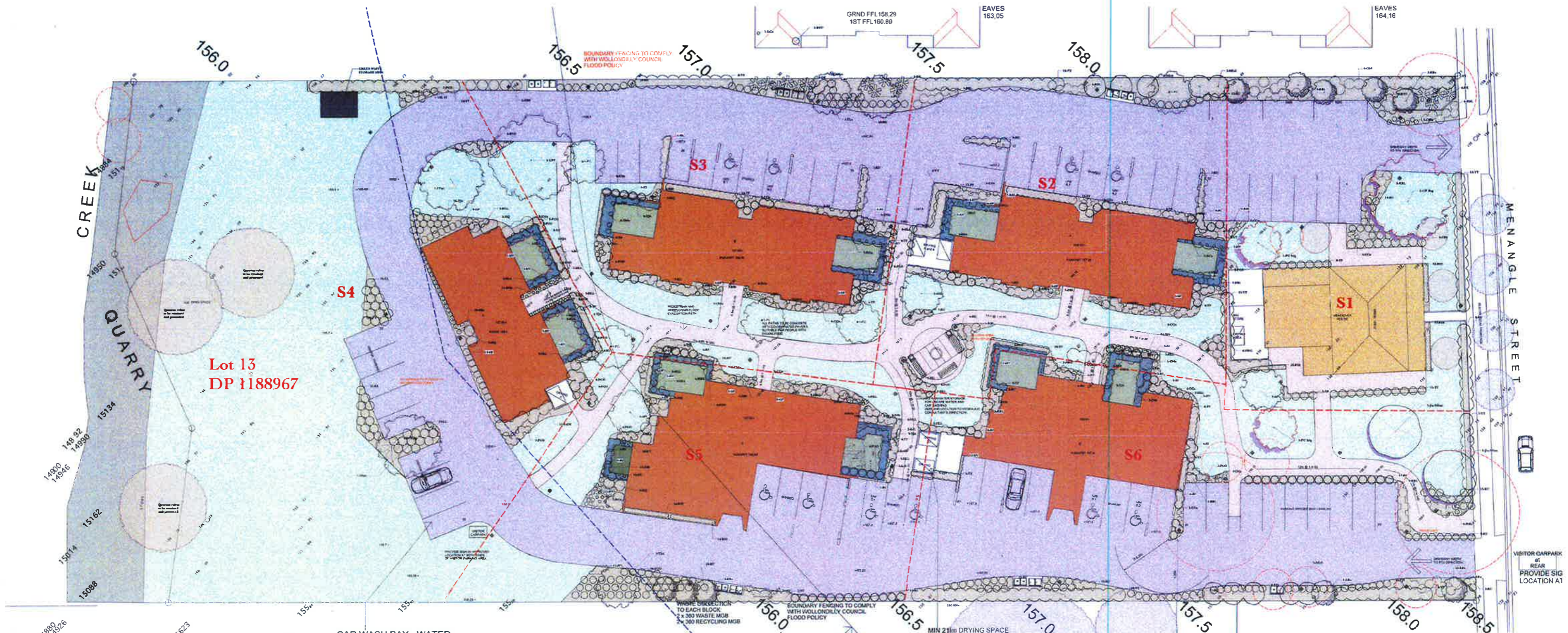
Company No. 61, Arch (P/Ltd)
 Pithead Property Registered Architect No 6447

Amended Site Plan,
 Section,
 and Site Analysis

Residential Unit Development
 79 - 85 Manangle Street, Picton.

Deemkies Pty. Ltd.

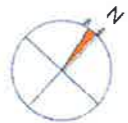
SCALE	1:200
DATE	Wollondilly
DATE	March, 2011
DATE	11.07
PAGE	2 of 13 B1



Lot 13
DP 1188967

CAR WASH BAY - WATER FROM U/G RW TANK

HIGH HAZARD FLOODWAY
LOW HAZARD FLOODWAY



LEGEND

- TURF AREAS
- GARDEN BEDS
- PRIVATE OPEN SPACE TURF AREAS
- PRIVATE OPEN SPACE GARDEN BEDS
- TREES TO BE REMOVED
- PATHWAYS
- DRIVEWAYS
- BOUNDARY OF STAGES
- EXISTING TREES TO BE RETAINED AND PROTECTED

WOLLONDILLY SHIRE COUNCIL
APPROVED PLAN OF
Landscaping
REFERRED TO IN CONDITIONS OF
DEVELOPMENT CONSENT NO.
10788-05
DATE OF DETERMINATION
5/12/13
AUTHORISED OFFICER
[Signature]

THE LANDSCAPE WILL BE DONE OVER THE 6 STAGES.
SITE FENCING WILL BE INSTALLED DURING THE CONSTRUCTION OF EACH
STAGE TO AVOID DAMAGING ANY OF THE PREVIOUS STAGE LANDSCAPE
ZONES.
ONGOING MAINTENANCE OF EACH STAGE WILL CONTINUE AS THE
STAGES ARE DEVELOPED.

THE PROPOSED LANDSCAPE INCLUDES:
A MIX OF TREES TO PROVIDE A TREE CANOPY THROUGHOUT THE
SITE
TREES PLACED TO SOFTEN THE IMPACT OF THE BUILDINGS
HEDGES, GROUND COVERS AND SHRUBS TO NESTLE THE BUILDINGS
INTO THE LOCAL NEIGHBOURHOOD
A LANDSCAPE DESIGN AND PLANT SELECTION THAT IS APPROPRIATE
TO THE HISTORIC SIGNIFICANCE OF WENDOVER HOUSE
NO TREE PLANTING WITHIN THE 98 ZONE
SMALL TREES AND TALL SHRUBS ALONG THE EAST AND WEST
BOUNDARIES

SPECIFIC SCREENING AS REQUESTED BY COUNCIL FOR
BLOCK A AND E (UNITS CLOSEST TO STREET)
ALL TREES TO HAVE SUPER ADVANCED STOCK FOR INSTANT SCREENING
150 LITRE POTS = 4-5 M TREES WHEN PLANTED
TREE SUPPLY
WINTER HILL TREE FARM
CANYONLEIGH TELEPHONE 4878 9193
THE SPECIES SPECIFIED ARE READILY AVAILABLE

Lot 13
DP 1188967

PROJECT
Residential Unit
Development
79-85 Menangle Street
Picton NSW

DRAWING TITLE
Landscape Layout
and Planting Plan



LANDSCAPE ARCHITECTS
Southern Highlands Office
School of Arts
21 Argyle Street, Murrumbidgee NSW
Phone: 6042 278 207
Mobile: 0417 278 207
WWW.NICHOLASBRAY.COM.AU

Registered Landscape Architect NSW 956
Nicholas Bray

DATE: 18.11.13
DRAWING NO: NDL2013_04
WEATHER: W

Stage 1				
ID	Latin Name	Common Name	Scheduled Size	Quantity
1S	Acer palmatum	Japanese Maple	45 litre	204
BSE	Buxus sempervirens	English Box	5 litre	48
BYU	Beschomera yuccoides	Renga Lily	5 litre	8
CCn	Ceanothus 'Blue Sapphire'	Blue Ceanothus	5 litre	8
CCn	Convolvulus cneorum	Bush Morning Glory	2.5 litre	10
CHt	Choysa ternata	Mexican Orange Blossom	5 litre	9
CMu	Convolvulus mauritanicus	Bush Morning Glory	2.5 litre	7
DE	Doranthus esculentus	Gymea Lily, Giant Lily	10 litre	4
ERE	Elaeocarpus reticulatus	Riberry Ash	45 litre	5
KU	Kniphofia uvaria	Yellow Hot Poker	2.5 litre	14
PC big	Pistacia chinensis Large	Chinese Pistachio	150 litre	1
RBL	Rosmarinus Blue Lagoon	Prostrate Rosemary	2.5 litre	23
TF	Teucrium fruticosum	Bush Germander	5 litre	24
UP big	Ulmus parvifolia Big	Chinese Or Lacebark Elm	150 litre	1
VT	Viburnum tinus	Viburnum	5 litre	39
				0

Stage 2				
ID	Latin Name	Common Name	Scheduled Size	Quantity
CCn	Convolvulus cneorum	Bush Morning Glory	2.5 litre	17
DBI	Dietsa bicolor (Moraea bicolor)	Fortnight Lily	2.5 litre	23
DCo	Dianella congesta	Blue Flax Lily	2.5 litre	12
EMa	Elaeagnus macrophylla	Elaeagnus macrophylla	5 litre	3
GF	Gardenia florida	Gardenia	2.5 litre	15
HGG	Hebe Blue Gem	Hebe	5 litre	13
HLL	Hebe 'Lemon & Lime'	Hebe	5 litre	18
HV	Hemerocallis varietes	Day Lily	2.5 litre	20
IG	Iris germanica	Bearded Iris, German Iris	2.5 litre	5
KU	Kniphofia uvaria	Yellow Hot Poker	2.5 litre	66
MGF	Magnolia grandiflora	Southern Magnolia	45 litre	3
MLG	Magnolia grandiflora 'Little Gem'	Little Gem Southern Magnolia	45 litre	5
PC	Pistacia chinensis	Chinese Pistachio	45 litre	1
PCO	Phormium cookianum	New Zealand Flax	2.5 litre	13
RBL	Rosmarinus Blue Lagoon	Prostrate Rosemary	2.5 litre	23
RI	Rhaphiolepis indica	Indian Hawthorn	5 litre	26
TF	Teucrium fruticosum	Bush Germander	5 litre	23
TJA	Trachelospermum jasminoides	Star Jasmine	2.5 litre	2
VT	Viburnum tinus	Viburnum	5 litre	26

Stage 3				
ID	Latin Name	Common Name	Scheduled Size	Quantity
BSE	Buxus sempervirens	English Box	5 litre	14
BYU	Beschomera yuccoides	Renga Lily	5 litre	1
CBS	Ceanothus 'Blue Sapphire'	Blue Ceanothus	5 litre	5
CCn	Convolvulus cneorum	Bush Morning Glory	2.5 litre	12
CMu	Convolvulus mauritanicus	Bush Morning Glory	2.5 litre	26
DBI	Dietsa bicolor (Moraea bicolor)	Fortnight Lily	2.5 litre	16
DCo	Dianella congesta	Blue Flax Lily	2.5 litre	16
DE	Doranthus esculentus	Gymea Lily, Giant Lily	10 litre	11
EMa	Elaeagnus macrophylla	Elaeagnus macrophylla	5 litre	4
ERF	Eriostemon myoporoides	Long-Leaf Wax Flower	5 litre	11
GF	Gardenia florida	Gardenia	2.5 litre	11
HBB	Hebe Blue Gem	Hebe	5 litre	7
HLL	Hebe 'Lemon & Lime'	Hebe	5 litre	18
HQ	Hydrangea quercifolia	Oak-leaf Hydrangea	5 litre	3
HV	Hemerocallis varietes	Day Lily	2.5 litre	18
KU	Kniphofia uvaria	Yellow Hot Poker	2.5 litre	68
PC	Pistacia chinensis	Chinese Pistachio	45 litre	5
PCO	Phormium cookianum	New Zealand Flax	2.5 litre	14
RBL	Rosmarinus Blue Lagoon	Prostrate Rosemary	2.5 litre	11
RI	Rhaphiolepis indica	Indian Hawthorn	5 litre	32
TF	Teucrium fruticosum	Bush Germander	5 litre	34
TJA	Trachelospermum jasminoides	Star Jasmine	2.5 litre	14
TLa	Tristralopsis laurina	Water Gum	45 litre	1
UPV	Ulmus parvifolia	Chinese Or Lacebark Elm	45 litre	1
VT	Viburnum tinus	Viburnum	5 litre	12

Stage 4				
ID	Latin Name	Common Name	Scheduled Size	Quantity
1B	Acer palmatum	Japanese Maple	45 litre	310
BYU	Beschomera yuccoides	Renga Lily	5 litre	6
DBI	Dietsa bicolor (Moraea bicolor)	Fortnight Lily	2.5 litre	26
DCo	Dianella congesta	Blue Flax Lily	2.5 litre	18
DT	Dianella tasmanica	Flax Lily	2.5 litre	15
EMa	Elaeagnus macrophylla	Elaeagnus macrophylla	5 litre	3
ERM	Eriostemon myoporoides	Long-Leaf Wax Flower	5 litre	4
FPan	Fraxinus pennsylvanica	Green Ash	45 litre	2
GF	Gardenia florida	Gardenia	2.5 litre	22
HLL	Hebe 'Lemon & Lime'	Hebe	5 litre	29
HQ	Hydrangea quercifolia	Oak-leaf Hydrangea	5 litre	6
HV	Hemerocallis varietes	Day Lily	2.5 litre	28
KU	Kniphofia uvaria	Yellow Hot Poker	2.5 litre	4
LL	Lomandra longifolia	Spiny-headed Mat-Rush	2.5 litre	38
PCO	Phormium cookianum	New Zealand Flax	2.5 litre	48
PTPurp	Phormium tenax 'Purpureum'	New Zealand Flax	2.5 litre	4
TF	Teucrium fruticosum	Bush Germander	5 litre	17
TJA	Trachelospermum jasminoides	Star Jasmine	2.5 litre	26
VT	Viburnum tinus	Viburnum	5 litre	14

Stage 5				
ID	Latin Name	Common Name	Scheduled Size	Quantity
22	Elaeocarpus reticulatus	Blueberry Ash	45 litre	370
TLa	Tristralopsis laurina	Water Gum	45 litre	1
HV	Hemerocallis varietes	Day Lily	2.5 litre	53
BSE	Buxus sempervirens	English Box	5 litre	48
HLL	Hebe 'Lemon & Lime'	Hebe	5 litre	33
CCn	Convolvulus cneorum	Bush Morning Glory	2.5 litre	6
DBI	Dietsa bicolor (Moraea bicolor)	Fortnight Lily	2.5 litre	33
HBB	Hebe Blue Gem	Hebe	5 litre	7
KU	Kniphofia uvaria	Yellow Hot Poker	2.5 litre	32
GF	Gardenia florida	Gardenia	2.5 litre	16
DCo	Dianella congesta	Blue Flax Lily	2.5 litre	15
CMu	Convolvulus mauritanicus	Bush Morning Glory	2.5 litre	10
HQ	Hydrangea quercifolia	Oak-leaf Hydrangea	5 litre	10
IG	Iris germanica	Bearded Iris, German Iris	2.5 litre	10
TJA	Trachelospermum jasminoides	Star Jasmine	2.5 litre	7
TF	Teucrium fruticosum	Bush Germander	5 litre	7
PCO	Phormium cookianum	New Zealand Flax	2.5 litre	34
VT	Viburnum tinus	Viburnum	5 litre	7
RI	Rhaphiolepis indica	Indian Hawthorn	5 litre	21
ERM	Eriostemon myoporoides	Long-Leaf Wax Flower	5 litre	3
DT	Dianella tasmanica	Flax Lily	2.5 litre	20
API	Acer platanoides 'Crimson Sentry'	Maple	45 litre	1

Stage 6				
ID	Latin Name	Common Name	Scheduled Size	Quantity
17	Buxus sempervirens	English Box	5 litre	318
BSE	Buxus sempervirens	English Box	5 litre	6
CCn	Convolvulus cneorum	Bush Morning Glory	2.5 litre	24
DBI	Dietsa bicolor (Moraea bicolor)	Fortnight Lily	2.5 litre	5
ERE	Elaeocarpus reticulatus	Blueberry Ash	45 litre	2
HBB	Hebe Blue Gem	Hebe	5 litre	3
HLL	Hebe 'Lemon & Lime'	Hebe	5 litre	10
HV	Hemerocallis varietes	Day Lily	2.5 litre	21
JacMm	Jacaranda mimosifolia	Blue Jacaranda, Black 'Poui, Fern Tree	150 Litres	2
KU	Kniphofia uvaria	Yellow Hot Poker	2.5 litre	75
MLG	Magnolia grandiflora 'Little Gem'	Little Gem Southern Magnolia	45 litre	5
PC big	Pistacia chinensis Large	Chinese Pistachio	150 litre	1
PCO	Phormium cookianum	New Zealand Flax	2.5 litre	12
RBL	Rosmarinus Blue Lagoon	Prostrate Rosemary	2.5 litre	31
RI	Rhaphiolepis indica	Indian Hawthorn	5 litre	39
TF	Teucrium fruticosum	Bush Germander	5 litre	20
TJA	Trachelospermum jasminoides	Star Jasmine	2.5 litre	26
VT	Viburnum tinus	Viburnum	5 litre	36

1.1 THE LANDSCAPE DESIGN
The landscape works must be designed, implemented and managed so that a safe, healthy, attractive and functioning school landscape is produced. The works must be designed, implemented and managed so that future ongoing maintenance is minimised.

Alternative techniques to the use of chemical herbicides and fertilisers must be sought where unavoidable all herbicides must be of a non-residual type. Drainage runs and services are to be aligned so that they do not run through tree root systems of existing trees and in areas of proposed tree planting.

Hose taps are to be provided at minimum 30m centres to accommodate 20m hoses and 50% spray overlap, to enable irrigation for the landscaped areas. The distance between hose taps may vary and will depend on local water pressure. Surface drainage is to be designed so that internal flooding must not occur, even if pits are blocked. A secondary surface drainage system must be designed into the works. Stormwater inlets are to be located outside planting beds and aligned, where possible, with an adjacent edge (e.g. paving edge etc). Prior to completion the Landscape Consultant must provide certification to the 'Principal's Authorised Person', that the landscape works have been implemented in accordance with the landscape and tender document requirements.

2.2
Vegetation to be preserved must be done so by totally excluding activities that compact and/or excavate the soil within the predetermined distance of any of the trees and/or vegetation. All existing trees to be retained must be protected from damage, prior to construction commencing on site, using an appropriate tree protection technique in accordance with this specification. Do not store any material in the Tree and Vegetation Protection zone. A designated location, away from all trees and tree protection area must be selected on the site for waste concrete tailings and the leaching of contaminants, site parking and site sheds.

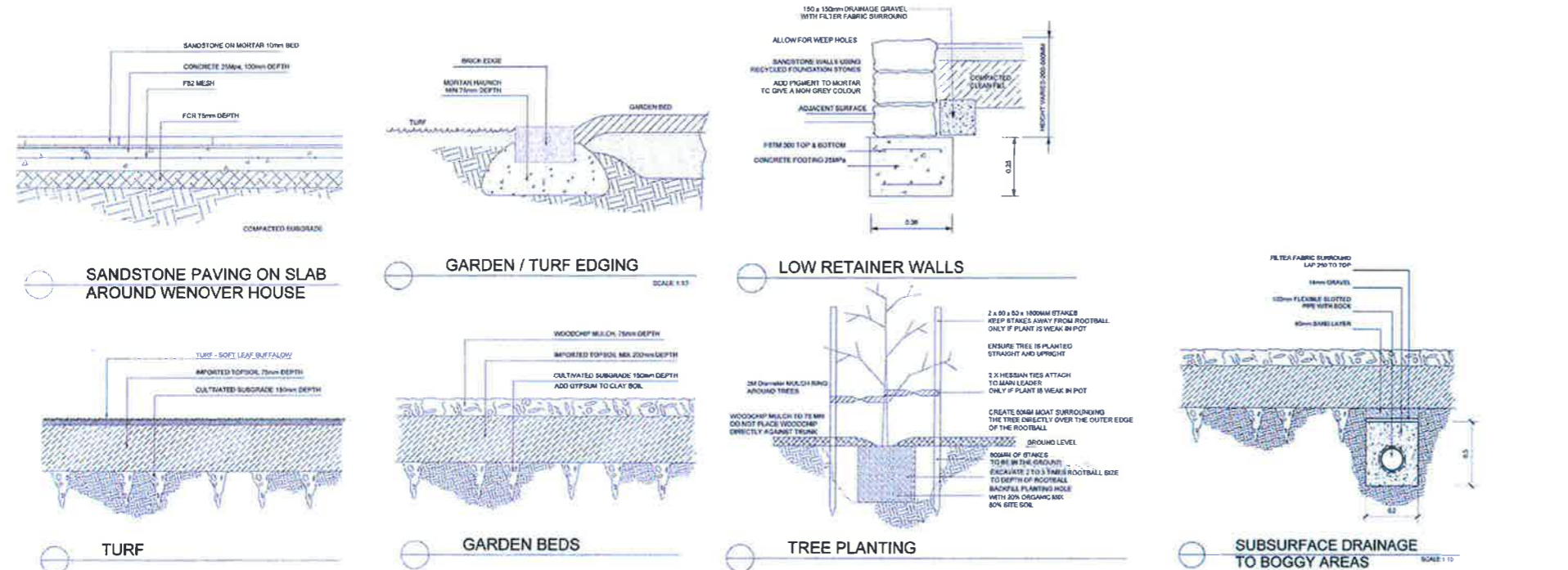
3.1 EXISTING LEVELS
Where embankments are formed, grade evenly and feather top and toe of embankments into adjacent finished levels. The gradient transition between existing and proposed soils or vegetated surfaces must be feathered. Grassed areas should not be steeper than 1:4 (max) and used only in confined spaces. Where there is any slope, gradients should be pulled back evenly to create a gentle transition, to allow better use of the space.

3.2 SITE TOPSOIL
Clean Site topsoil from construction areas is to be stockpiled for reuse. Retain site soil for out and fill for landscape purposes allowing for the imported depths of soil.

3.3 IMPORTED TOPSOIL
Imported topsoil must be compliant with AS 4419, Table H1: Medium sandy loam (80% Medium River Sand: 20% Loam) and used for turfed areas. Lightly compact soil mixes in 150mm layers.

4 TRADE QUALIFICATIONS
4.1 GENERAL
All work specified is to be carried out by a qualified landscape tradesperson. The Contractor and team members are to have Horticultural and / or Landscape Trade Certificate (a) and be able to supply references and / or proof of experience in the type of work described in the tender documents. The Contractor must have a minimum 10 years trade experience in the Landscape / Horticultural industry.

4.2 PLANTING ESTABLISHMENT PERIOD
"Refer to Conditions of Contract for the relevant Milestones for Planting Establishment Period". The Contractor must be experienced in Horticultural / Landscape Trade industry to maintain the works throughout the planting establishment period of the Contract. The Contractor must provide an efficient, consistent and reliable maintenance service, undertaking all of the required tasks applicable for the site requirements as per the approved work program. Within this period the tasks of the planting works includes, but is not be limited to: watering, weeding, rubbish removal, fertilising, pest and disease control, replanting of stressed, failed or stolen plants, reinstating mulch and keeping the site neat and tidy.



WOLLONDILLY SHIRE COUNCIL
APPROVED PLAN OF
Landscape
REFERRED TO IN CONDITIONS OF DEVELOPMENT CONSENT NO.
1788-25
DATE OF DETERMINATION
5/12/13
AUTHORISED OFFICER
[Signature]

Lot 13
DP 1188967
PROJECT
Residential Unit
Development
79-85 Menangle Street
Picton NSW

DRAWING TITLE
Staged Plant Schedule
and Construction Details

Nicholas Bray
Landscapes

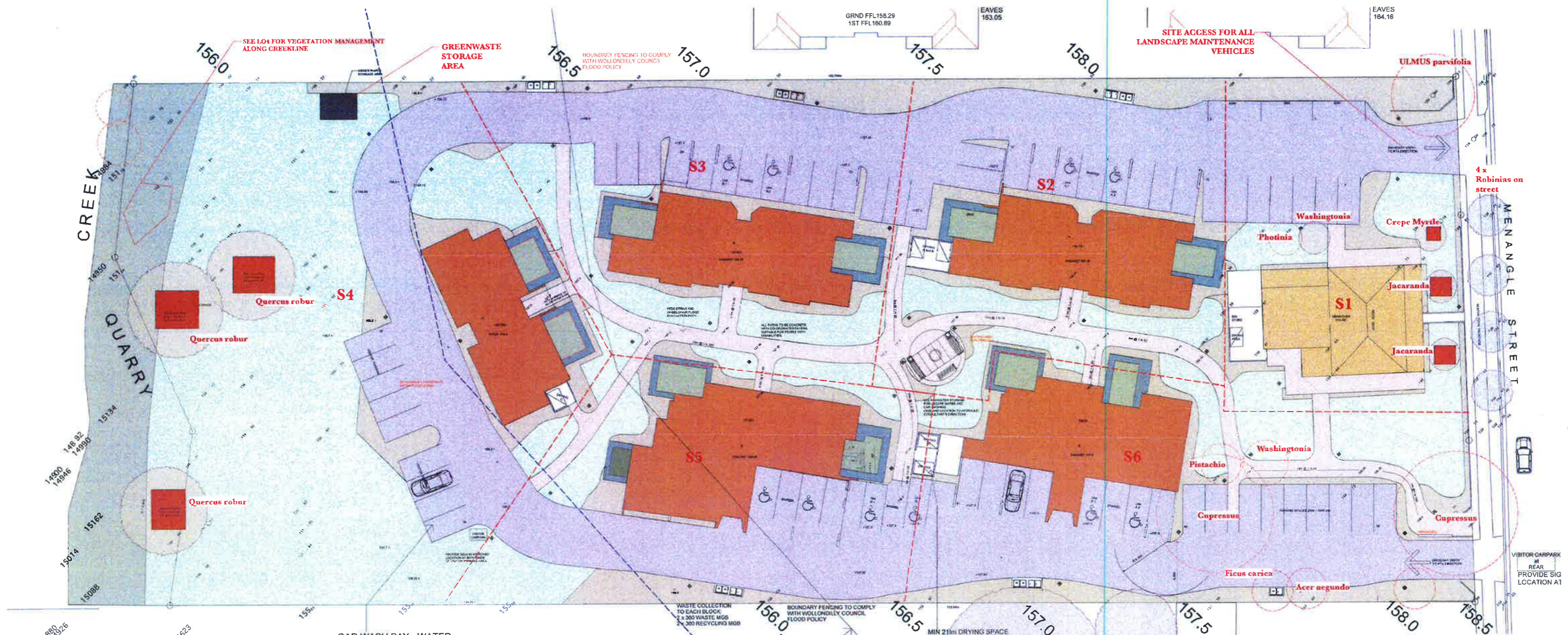
LANDSCAPE ARCHITECT
Southern Highlands Office
School of Arts
471 Apple Street, New Vale NSW
Postal: PO Box 423, New Vale NSW 2527
Tel: 02 6352 1207
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www.nicholasbray.com.au

L02 D





DATE
18.11.13

DATE OF ISSUE
18.11.13

SCALE
NIM 2013_04
Wendover



LEGEND

-  TREE PROTECTION ZONE
-  TREES TO BE REMOVED
-  EXISTING TREES TO BE RETAINED AND PROTECTED
-  BOUNDARY OF BRACES

**WOLLONDILLY SHIRE COUNCIL
APPROVED PLAN OF
Landscaping
REFERRED TO IN CONDITIONS OF
DEVELOPMENT CONSENT NO.
10788-05
DATE OF DETERMINATION
5/12/13
AUTHORISED OFFICER**

- MAINTENANCE SCHEDULE**
- Mowing cycles -
 - 14 days during summer
 - 30 days during winter months
 - Mulching, fertilising, pruning cycles
 - Fertilising:
 - Dynamic litter to all garden bed plantings in late winter
 - Lawn fertiliser
 - Mulching:
 - 100mm maintained to reduce weeds and retain soil moisture
 - 12 month remulching of all garden beds that have fallen below 100mm
 - Pruning:
 - Frequent tip pruning to avoid bulky greenwaste generation
 - Hedges pruned twice a year
 - Greenwaste:
 - Location: Central location SW of site adjacent to access road
 - Surrounded by planting to screen the stockpile
 - Frequency of removal: Monthly basis

TREE AND VEGETATION PROTECTION ZONE

The Tree and Vegetation Protection fencing is to be located as indicated on this drawing. The following tree protection work must be accomplished before any site clearing activity occurs.

The Contractor must meet with the "Principal's Authorised Person" at the site prior to the commencement of work to review work procedures and tree protection measures. A site arborist must be engaged to further assess trees to be retained especially trees identified for further review during set outs and to make further recommendation in regards to their preservation or removal.

Prior to any construction or demolition, install temporary site protective fencing around trees and understorey. Temporary fencing must be freestanding construction type weldmesh or AFT type fencing, 1.8 metres in height and located to fully enclose the Tree and Vegetation Protection Zone. Appropriate signage should be erected at the same time.

Do not raise or lower soil levels within the nominated protection zone. Should level changes be required, submit details of the proposed changes to the "Principal's Authorised Person" and gain their approval before proceeding with the construction.

Services must be routed around the Tree and Vegetation Protection Zone. Where such services are required submit details of the proposed changes to the "Principal's Authorised Person" and gain their approval before proceeding with the construction. Do not excavate within the Tree and Vegetation Protection Zone.

Do not alter surface drainage within the Tree Protection and Vegetation Zone unless specified directed to do so by the "Principal's Authorised Person" in order to improve the conditions of the land.

Lot 13
DP 1188967

PROJECT
Residential Unit
Development
79-85 Menangle Street
Picton NSW

DRAWING TITLE
**Vegetation Management
Plan**



LANDSCAPE ARCHITECTS
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NSW 2572
Sydney: 48/499
University Street and Seaboard Club
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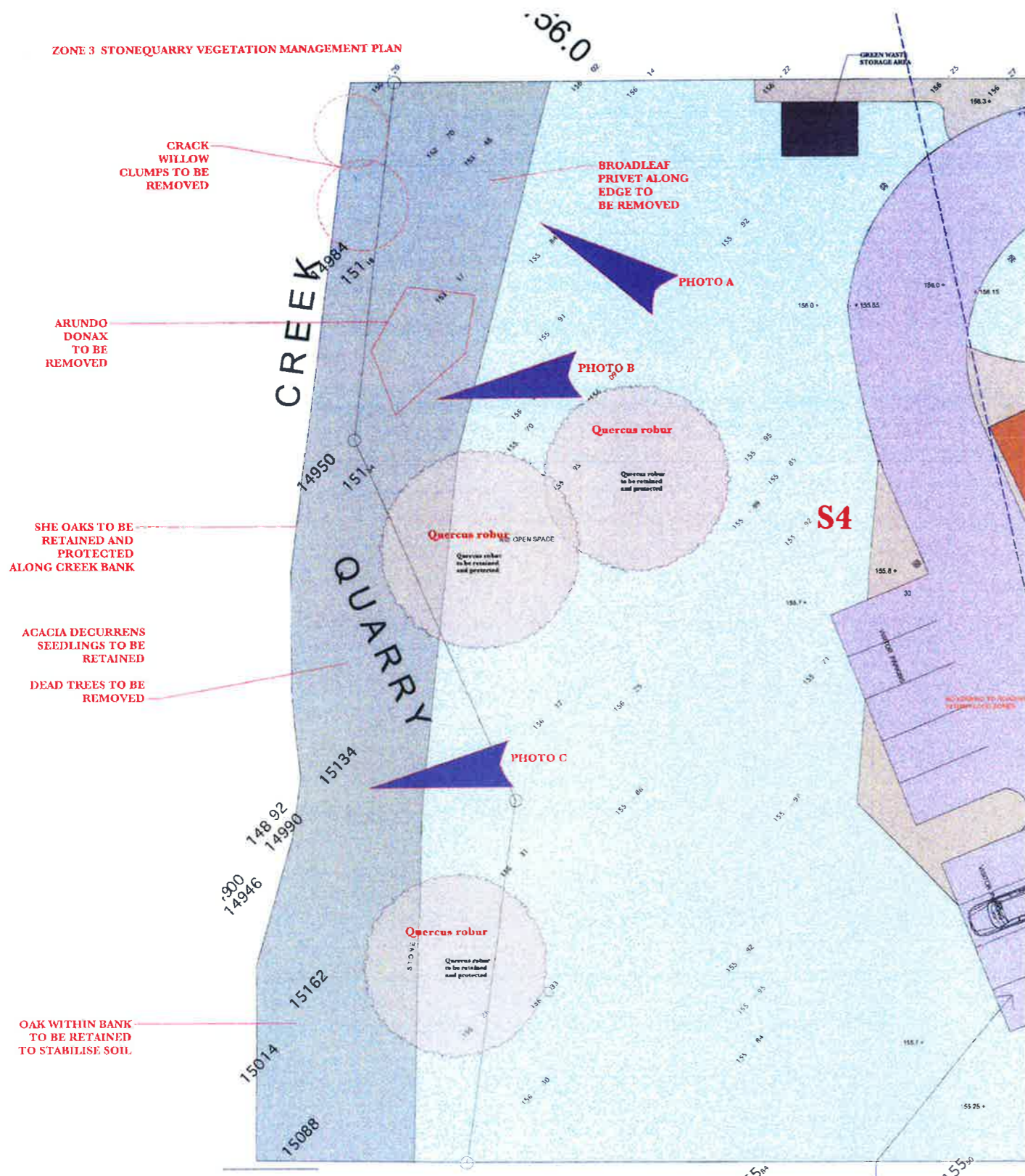
Registered Landscape Architect NSW 956

Nicholas Bray

DRAWING NO.
L03 D

DATE
18.11.13
ISSUE NO.
NBL 2015_04
Wednesday

ZONE 3 STONEQUARRY VEGETATION MANAGEMENT PLAN



- LEGEND**
- TREE PROTECTION ZONE
 - TREES TO BE REMOVED
 - EXISTING TREES TO BE RETAINED AND PROTECTED



CAR WASH BAY - WAT FROM U/G RW TANK

PROGRAMME

WITHIN 1 MONTH FROM START

USE HERBICIDE TO ERADICATE GROUND WEEDS.

TO AVOID EROSION ALL DEAD WEED MATERIAL TO BE MAINTAINED ON THE GROUND

CUT DOWN ALL UNWANTED TREE SPECIES
FEED THROUGH CHIPPER AND SPREAD CHIPS OVER LANDSCAPE AREA

ROOTBALLS TO BE RETAINED
PAINT UNDILUTED ROUNDUP HERBICIDE IMMEDIATELY AFTER CUTTING DOWN ONTO THE STUMP

WOODCHIPS WILL BE SPREAD THROUGHOUT THE ZONE TO AVOID STOCKPILES THAT WILL BE HARD TO SPREAD

BEGIN PLANTING

1 STEM OF LOMANDRA ON A 1 METRE GRID (1 PER 1M²)

1 STEM OF CASUARINA CUNNINGHAMIANA ON A 4 X 4 METRE GRID (1 PER 16M²)

1020m² OF REHABILITATION AREA 15 X 68M

82 Casuarina cunninghamiana
1020 Lomandra longifolia
Tube stock elias

3 MONTHS AFTER PLANTING
WEED SPRAY WITH ROUNDUP WEED GROUND COVER REGROWTH
REPLACE TREE GUARDS WHERE APPROPRIATE

6 MONTHS AFTER PLANTING
WEED SPRAY WITH ROUNDUP WEED GROUND COVER REGROWTH
REPLACE TREE GUARDS WHERE APPROPRIATE

12 MONTHS AFTER PLANTING
WEED SPRAY WITH ROUNDUP WEED GROUND COVER REGROWTH
REPLACE TREE GUARDS WHERE APPROPRIATE

PLANTING

Planting will be supervised by a qualified horticulturalist or forester using best horticultural and silvicultural practices.

All plants will be planted with stockcoarb. Stockcoarb is a water management tool used to reduce transplant shock and the need for supplementary watering.

All tree tubestock will be guarded using poly sieve tree guards and cone stakes to protect from grazing pests.

No tree guards to native grasses.

All plants will be watered using sufficient water to remove air pockets in the excavated soil used as backfill.

MAINTENANCE

All plants maintained for 12 months.

All plants that are dead or are unhealthy will be replaced.

Maintenance will occur on a monthly basis weather permitting.

Maintenance will include:

- watering plants
- mowing grass and other vegetation away from the base of each plant to a radius of 500mm
- replacement of any tree guards until plants above grass height.

PLANTING PREPARATION

Deep ripping will not be undertaken within 5 metres of the existing trees.

Planting holes will be excavated using augers, with care being taken to ensure sides of holes excavated are not glazed therefore limiting root development. Holes will be augered to a diameter of at least 100mm greater than the area occupied by the root mass of the plant to be planted.

At least 2 weeks, but no more than four weeks before the holes are excavated, an area of 600mm radius around each planting site will be sprayed with Roundup (or similar) in a safe manner and at rates as directed by the manufacturer. Holes will not be excavated until weeds and existing vegetation within the sprayed zone are dead. If necessary, spraying will be repeated before planting commences.

NOXIOUS WEED MANAGEMENT

All environmental weeds listed by the shire council will also be controlled using best horticultural practice.

Cut all weed trees to ground level and paint with herbicide DO NOT REMOVE ROOT BALLS as they bind soil.

CURRENT WEED SPECIES ON THE SITE INCLUDE :

- Privet (both small and large leaved)
- Giant reed (*Arundo donax*)
- Willows (*Salix* spp.)
- African boxthorn (*Lycium ferocissimum*)
- Moth Vine (*Arzille sericifolia*)
- Medeirs Vine (*Anrederc cortifolia*)
- Bridal Creeper (*Asparagus asparagoides*)
- Blackberry (*Rubus fruticosus*)
- Barberis (*Barberis* spp)
- Oak (*Quercus robur*)
- Periwinkle (*Vinca major*)



WOLLONDILLY SHIRE COUNCIL
APPROVED PLAN OF
Landscaping
REFERRED TO IN CONDITIONS OF
DEVELOPMENT CONSENT NO.
101788-05
DATE OF DETERMINATION
5/12/13
AUTHORISED OFFICER
[Signature]

Lot 13
DP 1188967

PROJECT
Residential Unit
Development
79-85 Menangle Street
Picton NSW

DRAWING TITLE
Management of Endangered
Ecological Community
Creek Line Rehabilitation
along Stone Quarry Creek



LANDSCAPE ARCHITECTS
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M/N 200000222

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www.nicholasbray.com.au www.nicholasbray.net.au

Registered Landscape Architect NSW 956

Nicholas Bray

L04 D

18.11.13
NB1_2015_04
Wendover

Report 3 Attachments

1. Subsidence Advisory Approval.
2. Rural Fire Service - General Terms of Approval.
3. Department of Planning Satisfactory Arrangements.
4. Site Plan, proposed subdivision plan.

Thursday 17 May 2018

Report 3 – Development Application 010.2015.00000823.001 –
195 Thirlmere Way, Thirlmere – 4 Lot Subdivision



FN80-01901P0
TSUB18-00051

Vaughan Warry
reinwarry@bigpond.com

Dear Vaughan

RE: TSUB18-00051 - 1 INTO 4 LOT SUBDIVISION – CREATING LOTS 1721 TO 1724 AT 195 THIRLMERE WAY THIRLMERE - LOT 172 DP 751270

Subsidence Advisory NSW (SA NSW) has granted its approval for this subdivision, subject to:

- (a) the number, size and boundaries of lots being substantially as shown on the approved stamped plan, and
- (b) notification being made to Subsidence Advisory NSW of any changes to lot numbering and of the registered DP number.

An application for approval must be lodged for any improvements on the property in accordance with section 22 of the *Coal Mine Subsidence Compensation Act 2017*.

Approval can be obtained through your local Principal Certifying Authority for the erection of improvements on these lots.

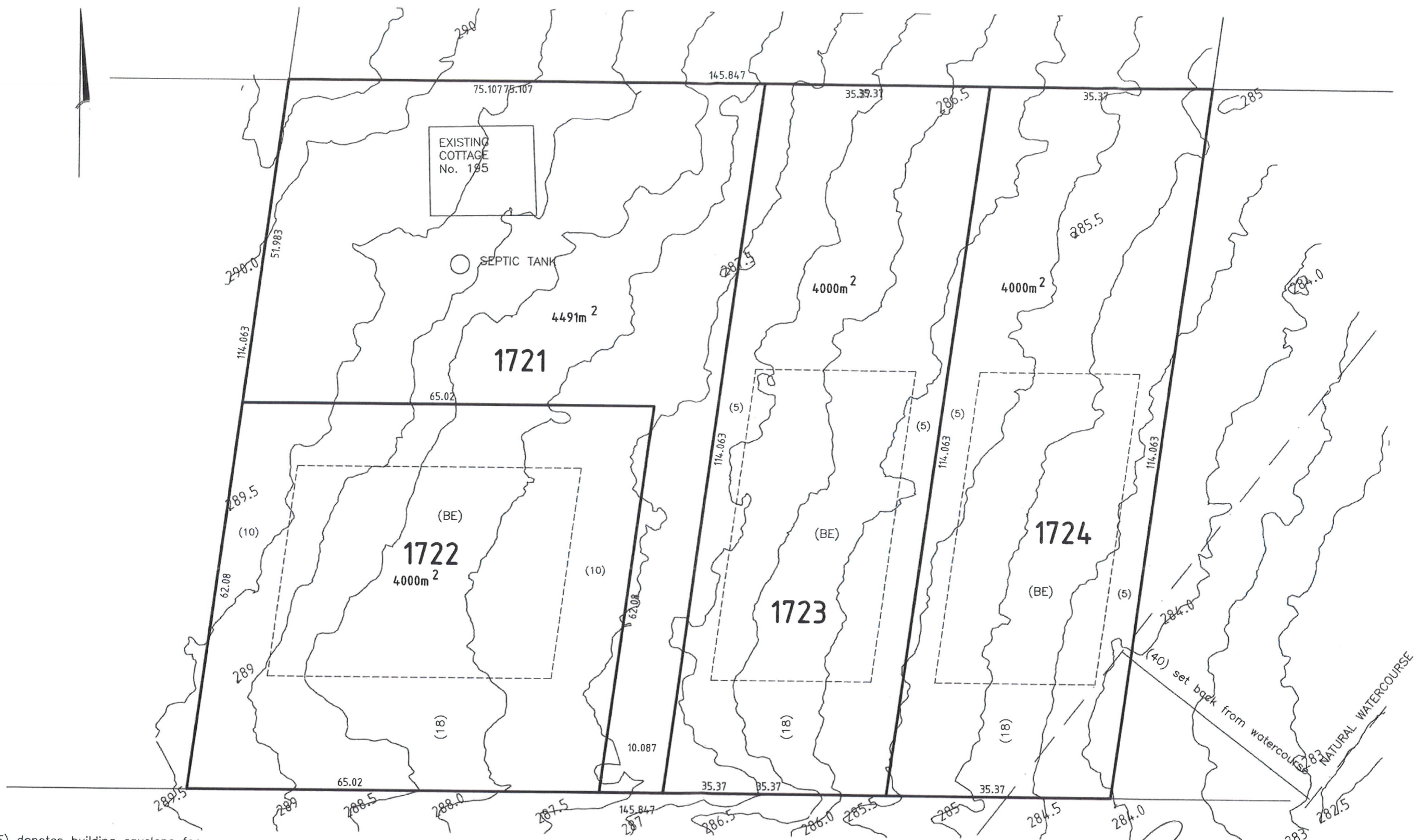
Residential construction within these lots are subject to Guideline 2 requirements, up to date guideline requirements are available via our website at:
<http://www.subsidenceadvisory.nsw.gov.au/development-guidelines>

This approval is valid for five (5) years from the date of this letter.

Yours sincerely

Paul Gray
Senior Advisor Residential Subsidence Regulation
6 April 2018
Contact phone no: 02 4908 4300

PROPOSED ALLOTMENTS



(BE) denotes building envelope for all future building improvements

THIRLMERE WAY

CONDITIONS OF SUBDIVISION ATTACHED
22 FEB 2018
FOR SUBSIDENCE ADVISORY NSW

- NOTES
1. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO FINAL SURVEY
 2. ALL LEVELS ARE ON AHD;
 3. ALL LEVELS AND CONTOURS HAVE BEEN OBTAINED FROM LIDAR DATA FROM NSW LPI

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REIN WARRY AND CO.		CONSULTING SURVEYORS	3/67 MENANGLE ST PICTON NSW 2571 PH: (02) 46773144 FAX: (02) 46773155	CAD DRAWING N° 7343DA-SH2.DWG
SHIRE OF WOLLONDILLY	LOC: THIRLMERE	RED. RATIO 1:800	"A3"	DATE: 29th Sept. 2015
PLAN FOR THE APPROVAL TO THE SUBDIVISION AND DEVELOPMENT OF LOT 172 DP 751270 No. 195 THIRLMERE WAY				DESIGN: DRW DRAWN: DRW SHEET 2 OF 3
				FILE N° 7343 DA 120

All communications to be addressed to:

Headquarters
15 Carter Street
Lidcombe NSW 2141

Telephone: 1300 NSW RFS
e-mail: csc@rfs.nsw.gov.au

Headquarters
Locked Bag 17
Granville NSW 2142

Facsimile: 8741 5433



The General Manager
Wollondilly Shire Council
PO Box 21
PICTON NSW 2571

Your Ref: 010.2015.00000823.00
Our Ref: D15/3523
DA15111799364 DD

ATTENTION: A Vernez

4 December 2015

Dear Sir / Madam

WOLLONDILLY SHIRE COUNCIL	
TRIM No.	10.2015.823.1
PROP. No.	
- 7 DEC 2015	
AUTH. I...	
ASSIGNED TO:	Andre

Integrated Development for 195 Thirlmere Way Thirlmere 2572

I refer to your letter dated 10 November 2015 seeking general terms of approval for the above Integrated Development in accordance with Section 91 of the 'Environmental Planning and Assessment Act 1979'.

This response is to be deemed a bush fire safety authority as required under section 100B of the 'Rural Fires Act 1997' and is issued subject to the following numbered conditions:

1. The development proposal is to comply with the subdivision layout identified on the drawing prepared by Rein Warry and Co numbered 7343, dated 29 September 2015.

Asset Protection Zones

The intent of measures is to provide sufficient space and maintain reduced fuel loads so as to ensure radiant heat levels of buildings are below critical limits and to prevent direct flame contact with a building. To achieve this, the following conditions shall apply:

2. At the issue of subdivision certificate and in perpetuity the entire property shall be managed as an inner protection area (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.

Water and Utilities

The intent of measures is to provide adequate services of water for the protection of buildings during and after the passage of a bush fire, and to locate gas and

electricity so as not to contribute to the risk of fire to a building. To achieve this, the following conditions shall apply:

3. Water, electricity and gas are to comply with section 4.1.3 of 'Planning for Bush Fire Protection 2006'.

Design and Construction

The intent of measures is that buildings are designed and constructed to withstand the potential impacts of bush fire attack. To achieve this, the following conditions shall apply:


4. The existing building on proposed Lot 1721 is required to be upgraded to improve ember protection. This is to be achieved by enclosing all openings (excluding roof tile spaces) or covering openings with a non-corrosive metal screen mesh with a maximum aperture of 2mm. Where applicable, this includes any sub floor areas, openable windows, vents, weepholes and eaves. External doors are to be fitted with draft excluders.

General Advice – consent authority to note

This approval is for the subdivision of the land only. Any further development application for class 1,2 & 3 buildings as identified by the 'Building Code of Australia' must be subject to separate application under section 79BA of the EP & A Act and address the requirements of 'Planning for Bush Fire Protection 2006'.

For any queries regarding this correspondence please contact Deborah Dawson on 1300 NSW RFS.

Yours sincerely



Amanda Moylan
Team Leader Development Assessment & Planning

The RFS has made getting information easier. For general information on 'Planning for Bush Fire Protection, 2006', visit the RFS web page at www.rfs.nsw.gov.au and search under 'Planning for Bush Fire Protection, 2006'.



Mr Luke Johnson
General Manager
Wollondilly Shire Council
PO Box 21
PICTON NSW 2571

Dear Mr ~~Johnson~~ **LUKE**

I write in relation to DA 010.2015.00000823.001 which seeks consent for a residential subdivision to create four lots on Lot 172 DP 751270.

The Department has considered the above development application as it relates to clause 6.1 of the *Wollondilly Local Environmental Plan 2011*. I hereby confirm that satisfactory arrangements are in place for the provision of State public infrastructure. Please find attached a Satisfactory Arrangements Certificate for DA 010.2015.00000823.001.

Should you have any further questions in relation to this matter, please contact Peter Kim, Specialist Planning Officer, Developer Contributions, at the Department on 9274 6460 or peter.kim@planning.nsw.gov.au

Yours sincerely

Brendan Nelson
Deputy Secretary
Growth, Design and Programs

10/12/12

Encl: *Satisfactory Arrangements Certificate*

IRF17/284

Secretary's Certificate

Satisfactory Arrangements for designated State public infrastructure

Development Application DA 010.2015.00000823.001

In accordance with the provisions of clause 6.1 in the *Wollondilly Local Environmental Plan 2011*, I, Brendan Nelson, Deputy Secretary, Growth, Design and Programs, as delegate for the Secretary of the Department of Planning and Environment, certify that satisfactory arrangements have been made to contribute to the provision of designated State public infrastructure in relation to:

Development application number:	DA 010.2015.00000823.001
Address:	195 Thirlmere Way, Thirlmere Lot 172 DP 751270
Development application description:	Four lot subdivision to create three additional allotments.
Map at Attachment A:	Yes

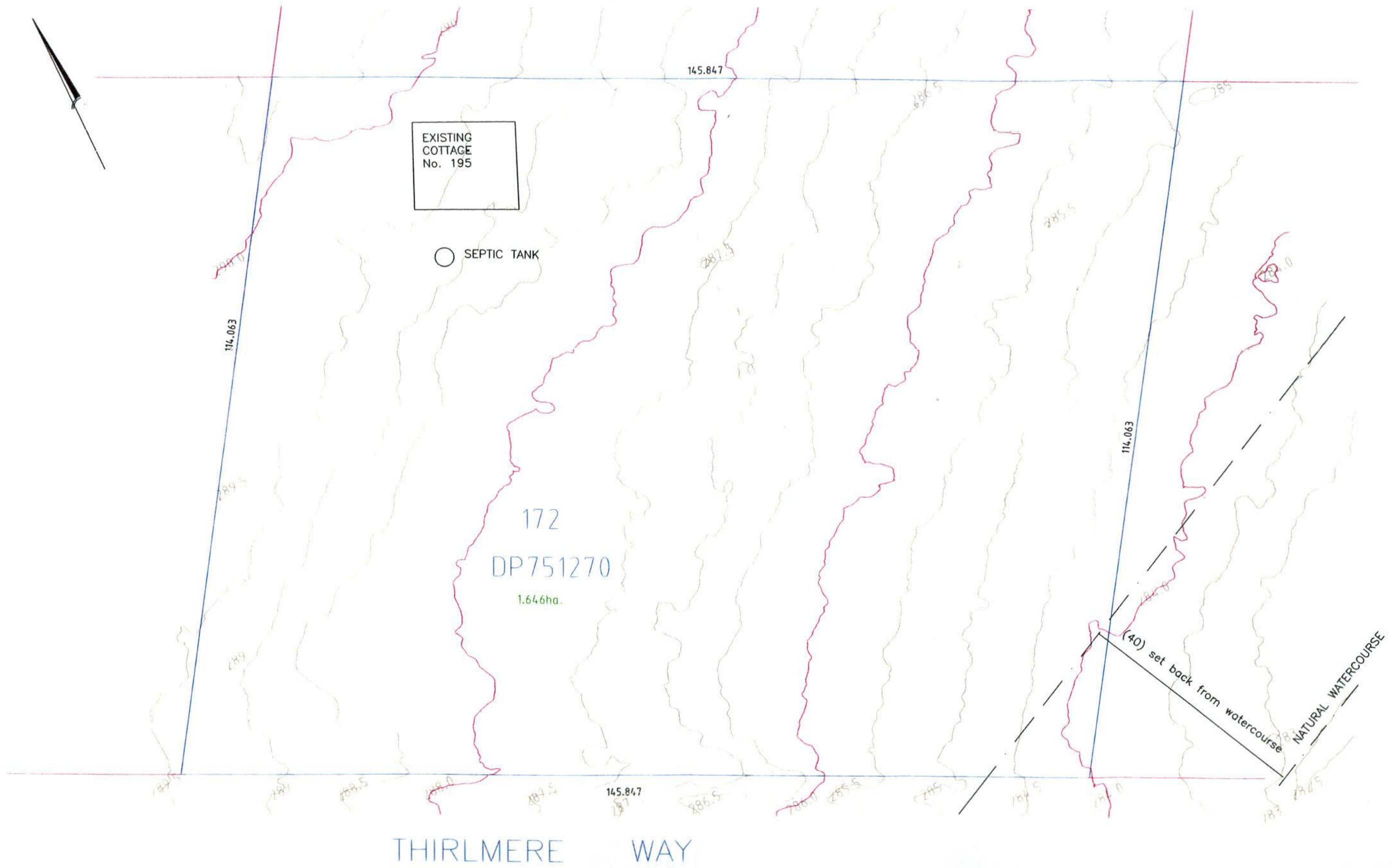

Brendan Nelson
Deputy Secretary
Growth, Design and Programs

Date: 10/12/17

(as delegate for the Secretary)

**the satisfactory arrangements certificate is being issued in relation to the above development application only.*

PROPOSED ALLOTMENTS



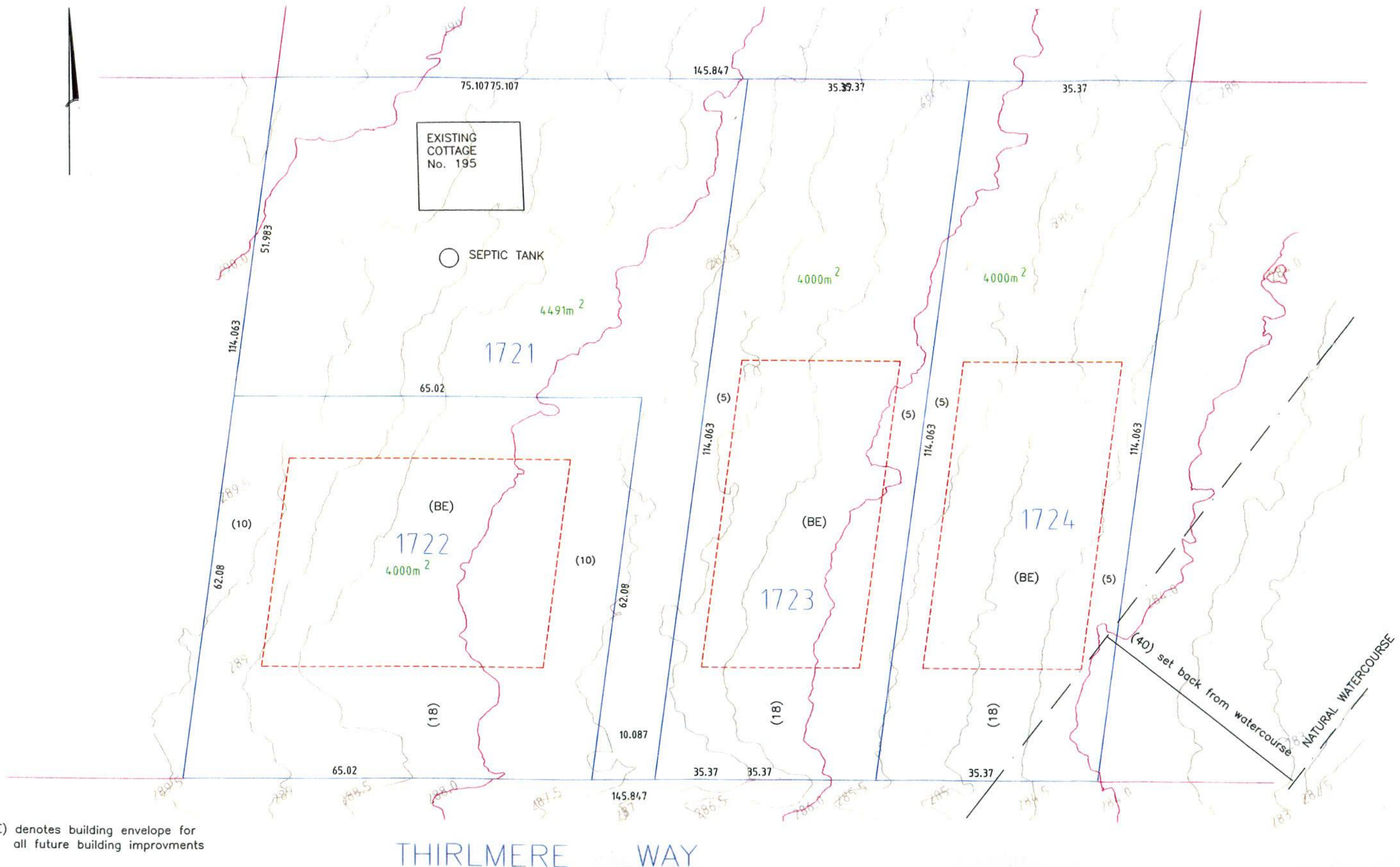
- NOTES
1. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO FINAL SURVEY
 2. ALL LEVELS ARE ON AHD;
 3. ALL LEVELS AND CONTOURS HAVE BEEN OBTAINED FROM LIDAR DATA FROM NSW LPI

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REIN WARRY AND CO. SHIRE OF WOLLONDILLY LOC:THIRLMERE	CONSULTING SURVEYORS RED.RATIO 1:800	3/67 MENANGLE ST PICTON NSW 2571 PH: (02) 46773144 FAX: (02) 46773155	PLAN FOR THE APPROVAL TO THE SUBDIVISION AND DEVELOPMENT OF LOT 172 DP 751270 No. 195 THIRLMERE WAY	GAD DRAWING ID: 7343DA-SH1.DWG
				DESIGN: DRW DRAWN: DRW SHEET 1 OF 3

FILE N°
7343
126

PROPOSED ALLOTMENTS



(BE) denotes building envelope for all future building improvements

- NOTES
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FILE N° 7343		127