



# TREVOR A. JONES & ASSOCIATES

ITEM 12.073/12 - 1 Office:

205b Prince Street

GRAFTON 2460

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Mob: 0427 801 163

Trevor A. Jones, A.S.T.C., B.E., L.G.E.C., M.I.E., C.P.E.

**CHARTERED PROFESSIONAL ENGINEER**

Consultant Structural, Civil Geotechnical & Mechanical Engineers, Building and Town Planning Consultant,  
Effluent Disposal Designs, Engineering Survey, Flood and Hydraulic Studies, R.T.A. Eng. Signatory,  
Forensic Engineering Specialist. 40 years Design and Construction, Investigation Experience.

27.9.11

The General Manager

Locked Bag 23 Grafton 2460

Re DA 2010/0588

I hereby strongly object to the existing location of the proposed road works in the Voluntary Planning Agreement for DA2010/0588 as that existing gravel road is found to be 9metres or thereabouts on my land at the corner of Seelands Road & Riverstone Rd. etc and varying other amounts

I know this to be true as my Surveyor Mr James O. Donoghue of Prince St Grafton has recently carried out a survey for myself so that I can renew my boundary fence in the correct location. along Seelands Rd & Riverstone Rd.

The existing fence location is unsatisfactory as it is located in a depression and stock can jump out at times. onto the road. Whereas the correct location right up to the corner of Riverstone Rd is located on higher ground up to 9 metres to the west and can provide a much more stockproof location for my cattle

The whole alignment along my Seelands Rd frontage is to be refenced as soon as possible so as to hold cattle more securely.

However we will wait until the VPA is constructed on its correct alignment before building our new fence on the correct alignment also.

When required I can provide plans by Mr. O Donoghue at 50% of the cost of the survey and drawing up of plans. Of affected road.

YOURS FAITHFULLY

TREVOR A. JONES

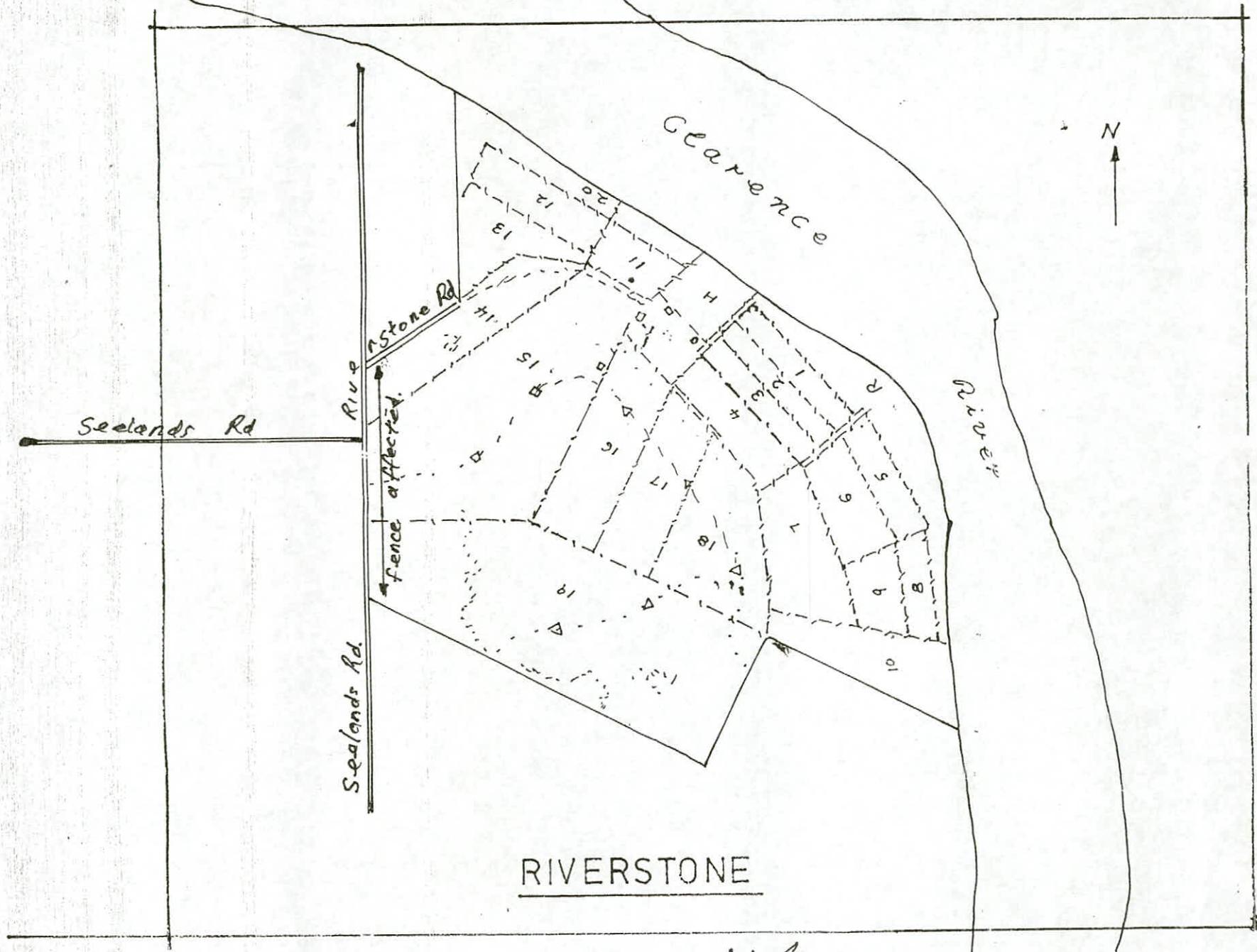
CHARTERED PROFESSIONAL ENGINEER

OWNER Lot 4 Seelands Rd.

SEELANDS 2460

**SCANNED**

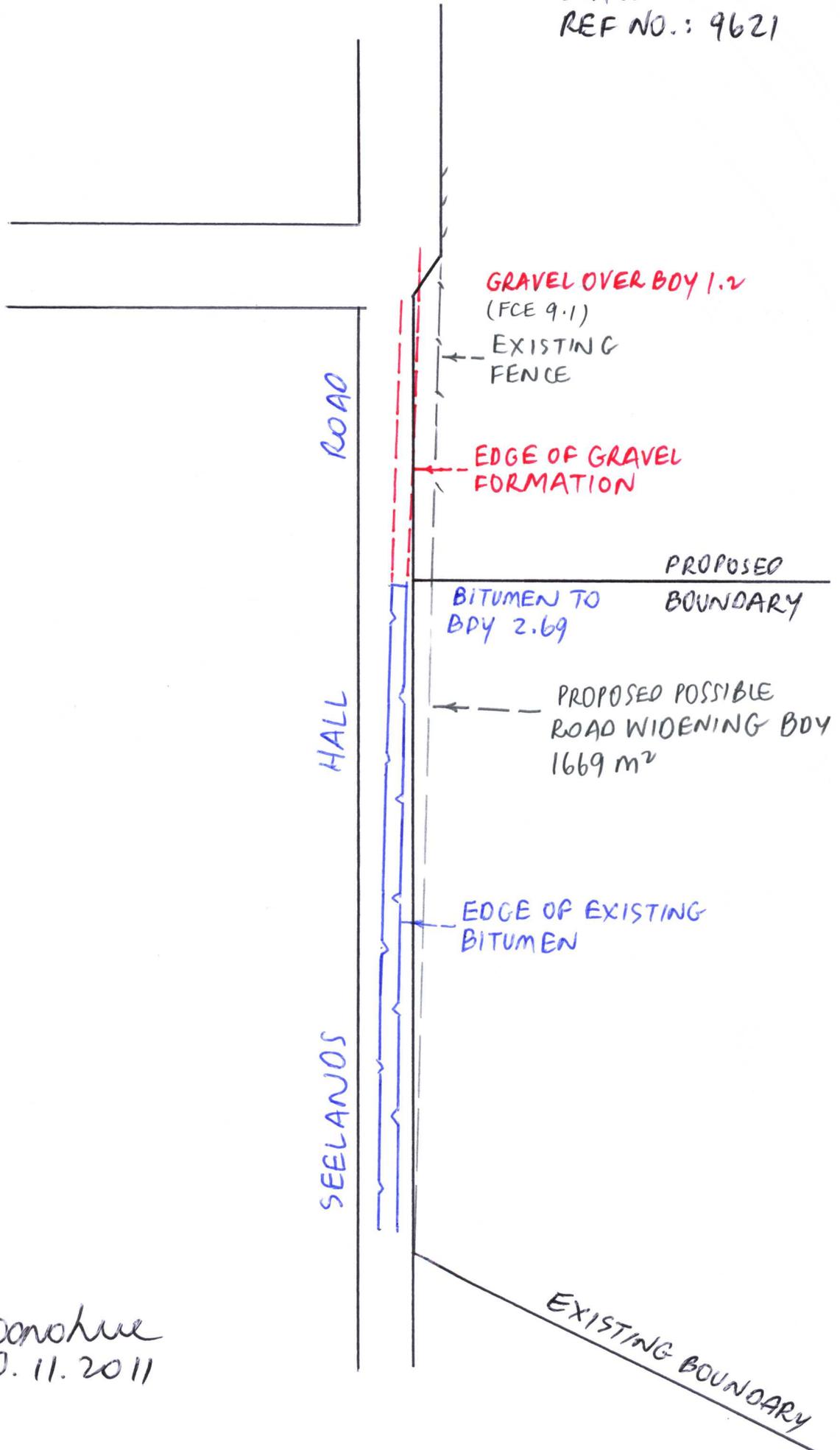
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G 28 SEP 2011
CLARENCE VALLEY COUNCIL



J. B. Jones  
27.9.11

# PLAN OF PART OF SEELANDS HALL ROAD

SCALE 1:2000  
REF NO.: 9621



*Proconohue*  
30. 11. 2011

## ***PLANNING AGREEMENT***

### **Date**

Date of execution to be inserted above.

### **Parties**

Clarence Valley Council of Prince Street, Grafton New South Wales, (Council)

and

Terry Hill & Greg Alderson both of 17 Riverstone Road, Seelands NSW (Developers)

### **Background**

- A. On, 25 August 2010, the Developers made a Development Application (DA No.2010/0588) to the Council for Development Consent to carry out the Development on the land.
- B. The Developers have offered, by deputation to the Environment, Economic and Community Committee on 9 November 2010 and by emails dated 16 and 19 November 2010 respectively, to enter into an agreement to make a development contribution toward the Public Facilities.

### **Operative provisions**

#### **1. Planning agreement under the Act**

The parties agree that this Agreement is a planning agreement governed by Subdivision 2 of Division 6 of Part 4 of the Act.

#### **2. Application of this Agreement**

This Agreement relates to the land being Lot 1, DP 730874 and Lot 2001, DP 1152821 shown in Red on the plan annexed.

#### **3. Operation of this Agreement**

This Agreement is effective from the Date on which it is executed.

#### **4. Definitions and interpretation**

4.1 In this Agreement the following definitions apply:

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

**Agreement** means the voluntary planning agreement executed by the Council and the Developers.

**Dealing**, in relation to the Land, means, without limitation, selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the Land.

**Development** means:

Stage 1

- . conversion of an existing 3 bay garage to a bunkhouse sleeping 12,
- . installation of a 250,000 litre water tank.

Stage 2

- . construct a camp kitchen/function room, and
- . relocation of stables and conversion to an additional amenities block.

Stage 3

- . construction of an additional tourist accommodation building of two stories with granny flat, managers flat and 4 guestrooms, and
- . construction of a new 3 bay garage with workshop and verandah being the development that is the subject of DA No. 2010/0588 lodged by the Developers with the Council and as amended by MOD2010/0081.

**Development Application** has the same meaning as in the Act.

**Development Consent** has the same meaning as in the Act

**Development Contribution** means the amount of \$50,000 (inclusive of GST – if any) payable by the Developers to Council.

**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.

**Land** means Lot 1 DP 730874 and Lot 2001 DP 1152821, being the lots shown in Red on the plan annexed.

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

**Public Facilities** means upgrading of Seelands Hall Road and Riverstone Road from end of seal Seelands Hall Road to the entrance of the development site, 17 Riverstone Road, Seelands.

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

- 4.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:
- (a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
  - (b) A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
  - (c) If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
  - (d) A reference in this Agreement to dollars of \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
  - (e) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
  - (f) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
  - (g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
  - (h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
  - (i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

- (j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- (k) References to the word 'include' or 'including' are to be construed without limitation.
- (l) A reference to this Agreement includes the agreement recorded in this Agreement.
- (m) A reference to a party of this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- (n) Any schedules and attachments form part of this Agreement.

## **5. Development Contributions to be made under this Agreement**

Before Council issues any further occupation certificate, the Developer must have:

- 5.1 completed the Public Facilities works to Council's satisfaction; or
- 5.2 paid the Development Contribution to Council.

## **6. Application of the Development Contribution**

If the Developer must pay the Development Contribution, it must be applied by Council to the Public Facilities.

## **7. Application of s94 and s94A of the Act to the Development**

There are no other S94 or S94A contributions to be paid by the Developers.

## **8. Registration of this Agreement**

If either party requests in writing that the Agreement is to be registered as provided for in s93H of the Act then the Agreement is to be registered and the party requesting the registration will be responsible for all costs associated therewith.

## **9. Dispute Resolution**

- 9.1 Scope of clause

This clause applies in respect of any dispute, disagreement or difference between the Parties relating to the interpretation of the purpose, and implementation of, this agreement (the "Dispute").

9.2 Dispute Resolution

If the Parties are unable to resolve a Dispute then this clause 9 will apply.

9.3 Dispute handling procedure

A Party to this Agreement who has a Dispute with any other Party may start the dispute procedure provided for in this clause 9.

9.4 Dispute Procedure

The complainant must give the respondent a notice setting out the following:

- (a) the nature of the Dispute;
- (b) the outcome the complainant wants; and
- (c) what action the complainant thinks will settle the Dispute.

9.5 Failure to resolve dispute

As soon as is reasonably practicable after a respondent receives a notice from a complainant pursuant to clause 9, the respondent and complainant must try to agree about how to resolve the Dispute. If within 7 days after the service of the complainant's notice on the respondent pursuant to clause 9 the complainant and the respondent have either not met and resolved the Dispute or, alternatively, have met but not resolved the Dispute, then the Dispute must be submitted to determination in accordance with clause 9.

9.6 Determination

A determination will be obtained in accordance with the following provisions:

- (a) If the Dispute is not resolved as a consequence of clause 9.5, then within 7 days thereafter the complainant must send a notice to the respondent requesting a determination of the matter and nominating a person to determine the Dispute;
- (b) the determination will be made by:
  - (i) a person agreed upon by the interested Parties; or
  - (ii) if such agreement cannot be reached within 7 days of the notice set out in clause 9.6(a), a person nominated by the President of the New South Wales Law Society shall be appointed; and if so determined by

the President or Acting President of the New South Wales Law Society the person must be an appropriate expert with at least 5 years experience dealing with similar Disputes;

- (c) the determination will be made in the form of a written opinion, expressing conclusions as to:
  - (i) the outcome of the Dispute; and
  - (ii) which Party should bear the costs of the determination, or the proportions in which the costs of the determination should be borne amongst the Parties;
  
- (d) for the purpose of making the determination, each Party will be at liberty to furnish to the person making the determination ("Referee"):
  - (i) a written submission; and
  - (ii) documents which the Party regards as relevant to the making of the determination;within 14 days of the Referee's appointment.
  
- (e) either Party may request that the Referee meet with the Parties in conference, in which event:
  - (i) the conference will be held at a time and place nominated by the Referee;
  - (ii) the conference will be conducted informally;
  - (iii) the Parties will be entitled, but not obliged, to attend the conference;
  - (iv) the Parties will be entitled, but not obliged, to have legal representation at the conference;
  - (v) the Parties will be entitled, but not obliged, to make oral submissions at the conference;
  - (vi) the Parties will be entitled, but not obliged, to make statements of fact in the course of the conference, either under oath or in such other way as the Referee thinks fit;
  - (vii) in the event that statements of fact are made at the conference by or on behalf of any of the Parties, the Person making such statement will be subject to cross-questioning by or on behalf of the other Party, at the discretion of the Referee;
  - (viii) no formal rules of evidence will apply to such conference, and
  - (ix) the conference will be conducted in private;

- (f) the Referee may give directions to the relevant Parties of a procedural nature;
- (g) the Referee will be entitled to inform himself or herself of any matter, in whatever manner the Referee thinks fit;
- (h) the Referee will make the determination in accordance with the relevant laws of New South Wales or the Commonwealth of Australia as may be appropriate in the circumstances, his or her understanding of the true construction of this Agreement and the negotiations leading up to the execution of this Agreement, and the evidence and submissions of the Parties.
- (i) The Referee will make the determination in accordance with equity and good conscience;
- (j) subject to clause 9.6(c)(ii) the Referee's fees will be payable by the Parties jointly..
- (k) if the Referee thinks fit, he or she may determine that a Party recover its costs of and incidental to the determination, in which event:
  - (i) if the costs are not agreed, such costs will be assessed in accordance with the determination by a legal cost assessor practising in New South Wales; and
  - (ii) the amount so assessed will be a debt due and payable between the Parties in accordance with the determination.

#### 9.7 Effect of determination

A determination made in accordance with clause 9.6 will be final and binding on the Parties, such that:

- (a) any amount found to be due and payable by one of the Parties to another Party may be enforced as a debt;
- (b) any other obligation owed by a Party to another Party under the determination will have effect and be enforceable as a contractual obligation, whether by way of specific performance or injunctive relief, or an action for damages; and
- (c) the determination may be pleaded as a bar to, and will constitute a lawful accord in respect of, any claim in respect of the same matter;

- (d) no Party will commence proceedings in any court in respect of a Dispute to which this clause relates, unless and until a determination has been obtained in accordance with clause 9.6;
- (e) all rights existing between the Parties prior to the making of a determination in accordance with clause 9.6 will be merged in determination, with the intent that in any subsequent proceedings the relevant Parties' rights and obligations will be fixed by the determination rather than by their rights and obligations before the determination.
- (f) neither Party will challenge a determination under clause 9.6 except on the grounds of:
  - (i) non-compliance with the provisions of this clause;
  - (ii) want of, or excess of, jurisdiction;
  - (iii) non-compliance with the applicable rules of natural justice; or
  - (iv) fraud or misrepresentation.

#### 9.8 Continuity

This clause 9 will continue in full force and effect between the Parties to this Agreement notwithstanding the termination or rescission (or purported termination or rescission) of this Agreement, whether before or after a matter has arisen to which this clause relates, and notwithstanding that the matter concerns the termination or rescission (or purported termination or rescission) of this Agreement.

### 10. Enforcement

This Agreement is governed by and construed in accordance with the laws of New South Wales.

Council is not obliged to issue any further occupation certificate until clause 5 is satisfied.

In the event that the Developer has paid the Development Contribution and has requested Council to carry out the required works, the Development Contribution shall be held in trust by the Council until such time as Council commences construction works.. In the event that the Public Facilities are not upgraded within 5 years of payment of the monies, the Council shall refund to the Developers on demand the Development Contribution. In the event that the Development Contribution is released to Council or refunded to the Developers, this Agreement and condition 4 of the Development Consent DA No 2010/0588 shall be satisfied.

## 11. Notices

11.1 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:

- (a) Delivered or posted to that Party at its address set out below.
- (b) Faxed to that Party at its fax number set out below.
- (c) Emailed to that Party at its email address set out below.

### **Council**

Attention: General Manager  
Address: Locked Bag 23 GRAFTON NSW 2460  
Fax Number: 02 6642 7647  
Email: council@clarence.nsw.gov.au

### **Developers**

Attention: Terry Hill & Greg Alderson  
Address: 17 Riverstone Road, Seelands 2460  
Fax Number: 02 6644 0055  
Email: clarencriver.bnb@bigpond.com

11.2 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.

11.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:

- (a) If it is delivered, when it is left at the relevant address.
- (b) If it is sent by post, 2 business days after it is posted.
- (c) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

11.4 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.

## **12. Approvals and consent**

Except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party. A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

## **13. Assignment and Dealings**

In issuing any Development Consent, Council shall include a condition requiring compliance with this Agreement. Should the Developers sell or otherwise part with possession of the Land prior to completion of their obligations under this Agreement, then they shall arrange, at their own cost, for this Agreement to be assigned to the party to whom the Land is sold or transferred. This Agreement shall apply to any successor or assign of the Developers or to any person to whom the Land is sold or transferred.

## **14. Costs**

The Parties agree that:

- (a) each Party should pay its own costs of and incidental to the negotiations, preparation and execution of this Agreement;
- (b) the costs of registering the Agreement will be borne by the party who so directs the Agreement be registered;
- (c) any stamp duty payable on this Agreement should be payable by the party upon which the obligation to pay stamp duty is imposed by relevant Stamp Duty Legislation.

## **15. Entire agreement**

This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

**16. Further acts**

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

**17. Governing law and jurisdiction**

This Agreement is governed by the law of New South Wales. The Parties agree that this Agreement is a Voluntary Planning Agreement pursuant to Sections 93F to 93L of the Environmental Planning and Assessment Act 1979 (NSW) and that the parties hereby agree to waive any rights to appeal in relation to the formation of the Agreement.

**18. 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 the 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.

**19. 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 limited or fettering in any way the exercise of any statutory discretion or duty.

**20. 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.

**21. Severability**

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.

**22. 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.

**23. 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 beach 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.

**24. GST**

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

Signed by the parties on the date set out on the first page of this Agreement.

**SIGNED** for and on behalf of  
**CLARENCE VALLEY COUNCIL**

by: .....

.....  
Witness

**SIGNED** by Terry Fay Hill .....

And Gregory Norman Alderson .....

.....  
Witness

29 June 2011

Reference: GD10/0588  
Contact: Tamara Prentice

G N Alderson, T F Hill  
17 Riverstone Road  
SEELANDS NSW 2460

### **Notice of Determination of Amendment under Section 96(1) of the Environmental Planning and Assessment Act**

**Application No:** MOD2011/0038  
**Previous Application No:** DA2010/0588  
**Development Proposal:** Section 96 (1) - Modification of condition 4  
**Property Address:** 17 Riverstone Road SEELANDS 2460  
**Legal Description:** Lot 1 DP 730874

Pursuant to Clause 122 of the Environmental Planning & Assessment Regulations, 2000, notice is hereby given of the determination of your application of 23 June 2011 under section 96(1) of the Environmental Planning and Assessment Act, 1979 to amend the abovementioned development application.

The application has been determined by granting consent to the amendment. This section 96 amendment varies your previous approval by modifying condition 4 to reflect that the VPA should be entered into prior to issue of the stage 2 construction certificate:

4. The applicant shall enter into a voluntary planning agreement towards the upgrade of Seelands Hall road and Riverstone Road of \$50,000 to the cost of constructing from the end of the seal on Seelands Hall Road to the entrance of the development ~~and shall be paid in one instalment prior to the issue of the occupation certificate.~~ prior to issue of the construction certificate for stage 2.

and including an additional advice that

5. The approved plans show that this development will be carried out in three sequential stages. Should any changes to the order of the approved stages be proposed then this DA and approved plans will require amendment accordingly.

This amendment is conditional upon compliance with all other conditions of consent issued under DA2010/0588.

The Act provides that where the applicant is dissatisfied with the determination of the application, an appeal may be lodged with the Land and Environment Court.

Yours faithfully,

Cheryl Sisson  
**A/ Co-ordinator Planning Services**

29 June 2011

Reference:GD10/0588 CVC: 641105  
Contact: Tamara Prentice  
Your Reference: N/A

G N Alderson, T F Hill  
17 Riverstone Road  
SEELANDS NSW 2460

### **NOTICE OF DETERMINATION OF APPLICATION**

Pursuant to Section 81(1)(a) of the Environmental Planning and Assessment Act, 1979

**Application No:** MOD2011/0038  
**Previous Application No:** DA2010/0588 and MOD2010/0081  
**Applicant:** Gregory Norman Alderson  
Terry Fay Hill  
**Owner:** Gregory Norman Alderson & Terry Fay Hill  
**Property Address:** 17 Riverstone Road SEELANDS NSW 2460  
**Legal Description:** Lot 1 DP 730874  
**Development Proposal:** Alterations & additions to B & B tourist facility

### **DEVELOPMENT CONSENT**

Notice is given that Council has considered your application for the subject development. The determination of the application is an “**operational**” consent.

### **The Development Application has been determined by:**

Consenting to the development with conditions.

### **Determination of the application was made:**

By Council at its meeting of the 16 November 2010 *and modified by Council at its meeting of the 15 February 2011 and modified 29 June 2011.*

### **Determination Date:**

16 November 2010

### **Approved Plans and Documentation**

THE DEVELOPMENT SHALL COMPLY WITH THE PLANS LODGED WITH THE APPLICATION AND AS MAY BE AMENDED BY THE FOLLOWING CONDITIONS OF CONSENT AND/OR BY AMENDED PLANS AND DETAILS.

## Definitions

**Applicant** means Gregory Norman Alderson, Terry Fay Hill or any party acting upon this consent.

## Advice to Applicant

Council in determining the subject application requests you to take note of the following advice and where pertinent to convey the advice to future owners or tenants:

1. The functions and associated sale of alcohol components of the application have not been approved. As such events catering for more than the houseguests of the development are prohibited on this site.
2. All building and construction work, which includes subdivision and civil works, which cost \$25,000 or more require the payment of the long service levy prior to a construction certificate being issued. The levy is required under the Building and Construction Industry Long Service Payments Act, 1986. Value of works must be included on Construction Certificate Application form.
3. It is the Developers responsibility to make satisfactory arrangements with other property owners affected by the development and to meet all costs associated therewith.
4. Effective measures are to be taken to prevent any nuisance being caused by noise, vibration, smell, fumes, dust, smoke, waste water products and the like at all times.
5. The approved plans show that this development will be carried out in three sequential stages. Should any changes to the order of the approved stages be proposed then this DA and approved plans will require amendment accordingly.

**[Inserted 29 June 2011]**

## Conditions of Consent

1. The development being completed in conformity with the Environmental Planning & Assessment Act 1979 the Regulations thereunder the Building Code of Australia and being generally in accordance with plan(s) as stamped as approved, as amended in red, or where modified by any conditions of this consent.
2. No construction is to be commenced until a Construction Certificate has been issued.
3. If Construction work is undertaken prior to development consent being given Council's ability to issue a Construction Certificate will be compromised.
4. The applicant shall enter into a voluntary planning agreement towards the upgrade of Seelands Hall road and Riverstone Road of \$50,000 to the cost of constructing from the end of the seal on Seelands Hall Road to the entrance of the development ~~and shall be paid in one instalment prior to the issue of the occupation certificate.~~ prior to issue of the construction certificate for stage 2.
5. Payment to Council of the contributions pursuant to Section 94 of the Environmental Planning and Assessment Act:

**[Modified 29 June 2011]**

## Emergency Facilities Contributions Plan, 1999

\$28.00 x 28 beds x 0.5E.T / bed = \$392      GL S94 EmergServCoutt

N.B.

The contribution(s) as assessed will apply for 12 months from the date of this approval. Contributions not received by Council within 12 months of the date of this notice will be adjusted in accordance with the adopted Schedule of Fees and Charges current at the time of payment.

The contributions are to be paid to Council prior to issue of Building Construction Certificate.

In the event of any subsequent amendment to the approved Development Plans, the calculated contribution amounts may vary and if so will become the contribution payable.

All contribution plans are available for inspection at Clarence Valley Council Offices, 50 River Street, Maclean and Prince Street, Grafton.

6. An informal buffer, such as a hedge, shall be provided to prevent patrons of the development approaching the neighbouring premises. Details of such buffers are to be submitted to and approved by Council prior to issue of any construction certificate. The buffer is to be instated prior to the issue of the stage 1 occupation certificate.
  7. Prior to the issue of any building Construction Certificate, accurate, fully detailed plans are to be submitted to Council detailing full compliance with the Building Code of Australia. These are to include and not be limited to Fire Safety, access, egress, noise transmission, emergency lighting, exit signs, disabled access and facilities, etc.
  8. ~~Full details of the energy efficiency requirements under Part J of the Building Code of Australia are to be submitted to Council prior to the issue of a Construction Certificate.~~
- [Deleted 15 February 2011]**
9. The onsite waste water system is to be upgraded in accordance with the Onsite waste water management report by Greg Alderson and Associates, as amended on the 21 October 2010, prior to occupation certificate, for each stage of the development. An application to upgrade the OSM system is to be approved by Council prior to any works taking place.
  10. Detailed floor plans and elevations of all food preparation, processing and food storage areas are to be submitted for assessment and approval by Council prior to issue of the construction certificate for such works. Plans shall include the finishes of floors, walls, ceilings, benches and shelves, elevations of fixtures and fittings and location of hand wash basins etc.
  11. Prior to work commencing on a development the applicant must notify Council of the name of the Principal Certifying Authority and give notice to Council of their intention to commence work on the development. Such notice shall be in the form of Form 7 of the Regulation and must be submitted to Council at least two (2) days before work commences.

12. All construction and components must comply with the Wind Rating for the site which has been assessed at N3.
13. All plumbing and drainage work to be in accordance with AS 3500.2 and the Committee for Uniform Plumbing and Drainage Regulation (CUPDR) requirements.
14. Roof water shall be disposed to a minimum of 3m clear of the buildings and downhill from any effluent disposal area so as not to cause a nuisance or erosion.
15. All timber used shall comply with the Timber Framing Code AS 1684, in regard to size, spacing, span and method of fixing.
16. Provide wet area flashing to the requirements of AS 3740 or manufacturer's certification.
17. All structural timber exposed to the weather (i.e. posts, joists and bearers of decks or unprotected beams protruding from the house) shall be Class 1 or 2 durability or timber treated to H3 Hazard level.
18. A safety balustrade shall be provided in accordance with Clause 3.9.2 of the BCA 2010 - Housing Provisions to all landings, balconies and stairways with a height of one (1) metre above ground level. The balustrade is to be constructed in such a manner that a 125mm sphere is not able to pass through it at any point. Wire balustrade systems shall comply with the requirements of Clause 3.9.2.3(f) of the BCA - Housing Provisions.  
The height must not be less than -
  - a. 1m above the floor or any path, balcony, land or the like; or
  - b. 865mm above the floor of a landing to a stair or ramp where the balustrade or other barrier is provided along the inside edge of the land and does not exceed a length of 500mm; or
  - c. 865mm above the floor beneath an openable window.
19. A smoke alarm system designed to ensure the occupants are given adequate warning so they can evacuate the building in an emergency, and complying with Part 3.7.2 of the Building Code of Australia (Housing Provisions), shall be installed in the in each dwelling unit. A licensed electrical contractor's installation certificate is to be submitted to Council prior to occupation of the dwelling(s).
20. Applicant is to provide Council with a bracing and tie down plan designed by a Practising Structural Engineer prior to any work commencing. N.B. tie down rods or bars may be required to be inserted at footing stage.
21. The development is not to be occupied or used until such time as an occupation certificate has been issued for that component of the development.
22. Working hours on the construction project being limited to the following:  
7.00 am to 6.00 pm 6 days per week  
No work permitted on Sundays

The builder to be responsible to instruct and control sub contractors regarding the hours of work and the requirements of the Protection of the Environment Operations Act 1997 and Regulations.

Waste materials shall not be burnt on site but are to be disposed of to an approved recycling service or waste depot.

All excavations and back filling associated with the erection and demolition of a building must be executed safely and in accordance with appropriate professional standards and must be properly guarded and protected to prevent them from being dangerous to life or property.

23. Site Safety Preparation and Management - Building equipment and/or materials shall be contained wholly within the site and shall not be stored or operated on the footpath or roadway, unless specific written approval has been obtained from Council beforehand.
24. Signage A sign must be erected in a prominent position on any work site on which work involved in the erection or demolition of a building is being carried out:
- a) Stating that unauthorised entry to the work site is prohibited, and
  - b) Showing the name of the person in charge of the work site and a telephone number at which that person may be contacted outside of working hours, and
  - c) Showing the name, address and telephone number of the principal certifying authority for the work, and
  - d) Any such sign is to be removed when the work has been completed.
25. Mandatory Inspections The head contractor or owner-builder must give Council as the certifying authority at least 24 hours notice to enable the following inspections to be performed at the appropriate time:
1. At the commencement of the building work,
  2. Pier holes (if any), before concrete is poured,
  3. Footings, with reinforcement in place before pouring of concrete,
  4. Before internal covering/lining of the framework for any floor, wall, roof, or other building element,
  5. Before all walls, floors and ceilings required by the BCA to have a fire resistance level are enclosed,
  6. Before all walls, floors and ceilings required by the BCA to have a sound insulation requirement are enclosed,
  7. Plumbing work prior to covering/lining walls,
  8. Sewer drainage work prior to back filling/lining,
  9. Before covering waterproofing in any wet areas,
  10. Before covering any stormwater drainage connections,
  11. After the building work has been completed and prior to occupation.
- If any of these inspections are not performed an Occupation Certificate cannot be issued for the building. Inspection bookings must be made by calling Council on 02 6643 0200 during office hours. The Development Application number must be provided when booking an inspection.
26. Acid Sulphate Soils Any excavation resulting in disturbance of more than one tonne of soil at a depth of greater than 2m below natural ground surface, or work that is likely to lower the watertable beyond 2m below natural surface shall demonstrate compliance with the Acid Sulphate Soil management provisions of the Grafton Local Environment Plan 1988 (as amended) prior to issue of the construction certificate for those works.
27. A suitable enclosure shall be provided on site, during construction, for depositing waste materials that could become wind blown.

28. All new hot water installations shall deliver hot water at the outlet of sanitary fixtures used primarily for personal hygiene purposes at a temperature not exceeding 50°C: It should be noted that:
- (1) Hot water temperatures of 50°C or higher is still acceptable at all other fixtures, e.g. laundry tub and kitchen sink.
  - (2) Devices or equipment used to achieve the maximum hot water temperature shall ensure continuous flow at each hot water outlet.
  - (3) Temperature control devices should be installed where they will not be interfered with by children, where they will not be tampered with but in an accessible location for maintenance purposes.
29. A fully dimensioned and notated work as executed sewer drainage and storm water plan is to be submitted to Council upon completion of all drainage lines.
30. A minimum height of 150mm shall be maintained between the top of the sewer overflow gully riser and the lowest fixture connected to the drain. The overflow gully shall also be 75mm above surrounding ground level, except if located in a path where it shall finish at a level so as to prevent the ponding and ingress of water.
31. At least 24 hours notice shall be provided to Council for the purpose of inspecting the following:
- plumbing work prior to covering/lining walls
  - sewer drainage work prior to back filling/lining
  - final inspection
32. All stormwater falling on the property is to be collected within the property and discharged in accordance with the relevant parts of the applicable Clarence Valley Council Development Control Plans and NRDC.
33. Detailed plans of site drainage and a Stormwater Management Plan for the site and adjacent areas affected by the development shall be submitted for assessment and approval by the Principal Certifying Authority prior to issue of a Construction Certificate for Stages 2 or 3. The Stormwater Management Plan shall consider the effect of stormwater on effluent disposal areas and overland flowpaths (natural and diverted) and consider the affects on adjacent drainage flows / infrastructure. Building pads and structure designs shall consider stormwater overland flows and be located clear of defined gullies and 1 in 100 year ARI flow widths. Details of the local stormwater catchments and flow widths are to be provided in accordance with NRDC.
- The stormwater management plan is to include calculations must consider / mitigate the effects of the proposed development on adjoining property & infrastructure. The details stormwater management plan shall be implemented for each stage prior to the release of the relevant occupation certificate.
34. Car parks, driveways, garages and vehicular accesses for the development, including the full length of the access way, shall be provided in accordance with the requirements of the Roads and Traffic Authority, AS2890, the relevant parts of the applicable Clarence Valley Council Development Control Plans and NRDC. Parking areas for cars with boats shall be submitted and approved with the Construction Certificate for each stage.
35. The adequacy of vehicles towing boats utilizing the boat ramp are to be demonstrated by the submission of standard scale plans with manoeuvring paths shown in accordance with AS2890, to clearly demonstrate that the boat ramp will function as

intended with the intensified usage. These plans are to be submitted and approved by the Principal Certifying Authority prior to the issue of the building Construction Certificates for Stage 1 and any modifications required for accessing the boat ramp be undertaken prior to release of the Occupation Certificate for Stage 1.

36. The adequacy of parking, car parks, driveways, garages and vehicular accesses for the development are to be demonstrated by the submission of standard scale plans with manoeuvring paths shown in accordance with AS2890, to clearly demonstrate that the parking area will function as intended. The parking area plans are to be submitted and approved by the Principal Certifying Authority prior to the issue of the building Construction Certificates for each Stage.
37. Grades and paths of travel for persons with disabilities are to be provided from carparking bays through to the main entrance of the building. Access provisions are to be in accordance with AS1428.1 and the Building Code of Australia.
38. All earthworks are to be designed and detailed in accordance with the relevant parts of the applicable Clarence Valley Council Development Control Plans, NRDC and the relevant Australian Standards.
39. A detailed Erosion and Sediment Control Management Plan for the development or subdivision shall be submitted for assessment and approval by the Principal Certifying Authority, prior to issue of a Construction Certificate. This shall include procedures for clean-up and restoration of public / private property and infrastructure, affected by any earthworks operations. All such remedial works are to be completed to the satisfaction of Council.
40. Additional landscaping is to be planted to a minimum width of 5 m from where the greatest impact could occur between the neighbours residence and the development site along the western boundary. Details of proposed landscaping is to be provided to and approved by Council prior to issue of the construction certificate for Stage 3. An occupation certificate for stage 3 will not be issued until such time as the landscaping is completed in accordance with the approved plan.
41. That a maximum of 36 people are accommodated on site at any one time comprising a maximum of 12 (which includes owners and guests) in the original building, a maximum of 12 in the bunkhouse and a maximum of 12 in the new tourist accommodation building.  
**[Inserted 15 February 2011]**
42. Concrete slab and/or footings are to comply with the requirements of AS 2870.1.  
**[Inserted 15 February 2011]**
43. The applicant/owner is advised that the installation of a rainwater tank with the overflow connected to the stormwater drainage system assists in the conservation of water and may assist in the reduction of domestic water consumption.  
**[Inserted 15 February 2011]**
44. All glazing is to be selected and installed in accordance with the provisions of AS 1288 or AS 2047. Upon completion of the building and prior to its occupation, the glass suppliers/installers certificate is to be submitted to Council.  
**[Inserted 15 February 2011]**
45. The concrete slab floor shall be treated against termites in accordance with AS 3660-1

(2000) (the standard) as follows:

- (a) NON CHEMICAL - where a non chemical treatment (physical barriers) is to be used the applicant shall submit details to Council prior to any work commencing.
- (b) CHEMICAL RETICULATION - where a chemical method of treatment is to be used by way of reticulation, details shall be provided to Council for approval prior to installation accompanied by a signed Maintenance Contract with a Pest Control Operator.  
NB: Applicants and owners are warned to ensure that annual inspection to determine need for treatment should be carried out.
- (c) CHEMICAL TREATMENT - where a chemical method of treatment is to be used by way of hand spray treatment before laying the slab, details shall be provided to the Council for approval prior to installation.  
WARNING - Applicants and owners are warned that the expected life of the under floor barrier (chemical treatment) is only ten (10) years and of the external barrier (chemical treatment) is only five (5) years.

The actual period of protection will depend on factors such as termite hazard, climate and soil conditions.

RECOMMENDATION

Council recommends in all cases of chemical treatment including chemical reticulation that regular annual inspection be carried out by a licensed Pest Control Operator to determine the need for re-treatment.

- (d) Upon installation of the method of treatment a Certificate shall be issued to Council by the licensed installer of the system certifying that the system installed is in accordance with AS 3660-1 and in accordance with any specific requirements of the Council.
- (e) A durable notice must be permanently fixed to the building in the electricity meter box indicating:
  - i) the method of protection
  - ii) the date of installation of the system
  - iii) where a chemical barrier is used, its life expectancy as listed on the National Registration Authority label
  - iv) the need to maintain and inspect the system on a regular basis.

**[Inserted 15 February 2011]**

- 46. Prior to the issue of an Occupation Certificate the principal contractor responsible for the construction work shall provide Council with a certificate which states that **all commitments** listed within the current Basix Certificate (quoting number and date) have been installed in accordance with the requirements of that Basix Certificate.  
**[Inserted 15 February 2011]**
- 47. Evidence of waterproof membrane is to be provided to Council prior to work commencing. Should no waterproof membrane exist beneath the existing slab, details of proposed methods of waterproofing are to be submitted for assessment.  
**[Inserted 15 February 2011]**
- 48. Floor level of proposed habitable rooms are to be a minimum 500mm above the 1 in 100 flood heights for that area. Local knowledge may need to be attained in order to ascertain the relevant height.  
**[Inserted 15 February 2011]**

49. A BASIX Certificate for the building is to be provided to Council prior to the issue of a Construction Certificate.

**[Inserted 15 February 2011]**

50. The following information shall be submitted to the Council or Principal Certifying Authority prior to issue of a Construction Certificate:

- a. Structural Footing Details.

**[Inserted 15 February 2011]**

### **Reasons**

51. To ensure that the development complies with Council's Local Environmental Plans and any Development Control Plan(s) that may be applicable to the proposed development.
52. To ensure that the surrounding environment is not detrimentally affected as a result of the development.
53. To comply with legislative requirements.
54. To ensure works are completed to an appropriate standard and documented.

### **Right of Appeal and Validity of Consent**

Section 82A of the Act provides that you may request a review of your determination by Council. The review must be requested within 12 months of the date of this notice and must be accompanied by the prescribed fee.

Section 97 of the Act provides that you have a right of appeal to the Land and Environment Court against Council's decision in the matter, exercisable within 12 months after receipt of this notice.

Consent becomes effective from the consent validation date. Section 95 of the Act provides for the period of validity of consent, and it is the applicant's responsibility to ensure that commencement of the development is carried out within the prescribed period. The consent period for this application will be five (5) years.

If you require further information in regard to this notice of determination please contact Tamara Prentice of Council's Environmental and Economic Services on (02) 6643 0200.

Yours faithfully,

Cheryl Sisson  
**A/ Co-ordinator Planning Services**