

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Henley Property Jindabyne Shop 5/1 Gippsland Street, Jindabyne, NSW 2627	Phone: (02) 6457 2504
co-agent		
vendor	Leslie Robert Farkash and Ultimo Lodge Pty Ltd ACN 46 002 795 271 19 Boorea Street, Blaxland, NSW 2774	
vendor's solicitor	Tracey Arnold & Associates Suite 3, 66 Springwood Avenue, SPRINGWOOD NSW 2777 PO Box 561, SPRINGWOOD NSW 2777	Phone: 02 4751 8339 Email: tracey@taalawyers.com.au Fax: 02 4751 8449 Ref: TAA:KW:15444
date for completion land (address, plan details and title reference)	42nd day after the contract date Habitat Chalet 309 Wollondibby Road, Crackenback, New South Wales 2627 Registered Plan: Lot 9 Plan DP 245722 Folio Identifier 9/245722	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: All furniture, kitchenware, kitchen utensils.
exclusions	Couches.
purchaser	
purchaser's solicitor	
price	
deposit	_____ (10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

Where there is more than one purchaser JOINT TENANTS
 tenants in common in unequal shares, specify:

GST AMOUNT (optional) The price includes GST of: \$

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>

Choices

Vendor agrees to accept a *deposit-bond* NO yes

Nominated *Electronic Lodgment Network (ELN)* (clause 4)

Manual transaction (clause 30)

NO yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment* (GST residential withholding payment) NO yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):

Amount must be paid: AT COMPLETION at another time (specify):

Is any of the consideration not expressed as an amount in money? NO yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

List of Documents

<p>General</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	<p>Strata or community title (clause 23 of the contract)</p> <ul style="list-style-type: none"> <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <p>Other</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 60 Bushfire Assessment Report September 2021 Project Number 21-027; Notification of Determination of an Application to Modify a Development Consent and Statement Reasons Modification Approval Date 04/11/2021;
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms, or in certain cases heat alarms, installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation, including areas in which residential premises have been identified as containing loose-fill asbestos insulation, contact NSW Fair Trading.

Cooling off period (purchaser's rights)

- 1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2 **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3 There is **NO COOLING OFF PERIOD**—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

1. **Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:**

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

1.1 In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other party;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a party, the party's solicitor or licensed conveyancer named in this contract or in a notice served by the party;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the property made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the property or any adjoining footpath or road (but the term does not include a notice under s22E of the <i>Swimming Pools Act 1992</i> or clause 22 of the <i>Swimming Pools Regulation 2018</i>).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 Normally, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each party tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the party who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the parties equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 normally, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 normally, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
- bear equally any disbursements or fees; and
 - otherwise bear that party's own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 Normally, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and populate an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 populate the *Electronic Workspace* with a nominated completion time.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 business days before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the completion time agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.
- 7 Claims by purchaser**
- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service),
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion**• Vendor**

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- Purchaser**
- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW* remittance payable;
 - *GSTRW* payment; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's* *solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's* *solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's* *solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's* *solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's* *solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's* *solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each party's knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each party consents to –
- 20.16.1 any party signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the parties.
- 20.17 Each party agrees that electronic signing by a party identifies that party and indicates that party's intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 **Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
 27.4 If consent is refused, either *party* can *rescind*.
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
 27.6 If consent is not given or refused –
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
 27.7.1 under a *planning agreement*; or
 27.7.2 in the Western Division.
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
 28.3 If the plan is not registered *within* that time and in that manner –
 28.3.1 the purchaser can *rescind*; and
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party serves* notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party serves* notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 • either *party serving* notice of the event happening;
 • every *party* who has the benefit of the provision *servicing* notice waiving the provision; or
 • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

309 WOLLONDIBBY RD CRACKENBACK NSW 2021

CONTRACT FOR THE SALE OF LAND

Leslie Robert Farkash and Ultimo Lodge Pty Ltd ACN 46 002 795 271 (Vendor)
Property: Habitat Chalet 309 Wollondibby Road, Crackenback NSW 2627 (Property)

ADDITIONAL PROVISIONS

33 Failure to Complete by Completion Date

If completion does not take place in accordance with clause 15 and the vendor is not at fault then:

- (a) the purchaser must pay interest on the unpaid balance of the price at the rate of 8% per annum calculated daily from and including the day immediately after the Completion date to and including the actual day of completion (the "interest");
- (b) in the event that the Vendor issues a notice to complete pursuant to this contract the purchaser must pay the sum of three hundred dollars (\$300.00) (plus GST) to cover the vendor's legal costs and other expenses incurred (the "costs and expenses") by the vendor in issuing and serving the notice to complete. The purchaser must pay the costs to the vendor's solicitor at completion within the electronic platform;
- (c) where settlement has been arranged and on the day of settlement it is cancelled because of an act or omission by the purchaser or its mortgagee then the purchaser will pay the vendor the sum of \$150.00 plus GST;

The amounts payable in this clause are a genuine pre-estimate of the additional costs that will be incurred by the vendor and the purchaser will make no objection or requisition in respect of these costs. A failure to pay the costs on completion the purchaser will be in breach of an essential term of this contract and without prejudice to any other remedy the vendor may have the vendor is not obliged to complete unless the said costs are paid.

34 Notice to Complete

- (a) If a party does not complete this contract on the Completion date, the party not in default may, if it is ready willing and able to complete, serve on the party in default a Notice to Complete, requiring the party in default to complete this contract within 14 days of the date of service of the notice and making the last day for completion set out in the notice an essential date for completion. A Notice to Complete will be sufficient as to time if a period of 14 days from the date of the notice is allowed for completion.
- (b) The vendor may withdraw any Notice to Complete at any time and may issue a further Notice to Complete.

35 Warranties, Acknowledgments, etc.

- (a) The provisions set out in this contract contain the entire agreement between the parties as at the date of this contract notwithstanding any:
- (i) negotiations or discussions held; or
 - (ii) documents signed or brochures produced;
- prior to the date of this contract.
- (b) Subject to the *Conveyancing (Sale of Land) Regulation 2017* and *Section 52A (2) (b) of the Conveyancing Act 1919*, the purchaser expressly agrees and acknowledges that:
- (i) in entering into this contract the purchaser has not relied upon any warranty or representation made by or any other conduct of the vendor or any person on behalf of the vendor except those that are expressly provided in this contract; and
 - (ii) the purchaser is relying entirely upon his own enquiries relating to any inspection of the property.
- (c) The purchaser accepts the property in its present state of repair and condition and subject to all latent and patent defects.
- (d) Without limiting the generality of this clause 35 the purchaser acknowledges that neither the vendor nor any person on behalf of the vendor has made any representation, promise or warranty as to:
- (i) any financial return or income to be derived from the property;
 - (ii) the fitness or suitability of the property for any particular use;

and the Purchaser releases and forever discharges the Vendor from all liabilities claimed, suffered or incurred (whether before or after the settlement date) in respect of any matter referred to in this clause or any other matter or thing which may arise from the use or condition of the property or from any statutory enactment in respect thereof.

36 Environmental risk

- (a) In this clause:

Claim includes a claim, notice, demand, action, claim for compensation, proceeding, litigation, investigation, judgement, loss, cost, expense, damage or liability however arising whether present or future;

Contamination means that land, buildings or water is affected by:

- (i) a substance, gas, liquid, chemical, mineral or other physical or biological matter that is at a concentration which is above the concentration normally present in that land or water and presents a risk of harm to human health or the environment; or
- (ii) a material or compound controlled, prohibited or regulated from time to time by any Environmental Law;

Environmental Law means:

- (i) all laws relating to land or water use, town planning, the environment, noise, development, construction or structures, coastal protection, water catchment, soil conservation, nature conservation, heritage conservation, human health, Contamination, radiation, pollution, waste disposal or land management;
 - (ii) all the conditions of all consents, approvals, authorisations, licenses and permits issued under any law in paragraph (i); and
 - (iii) regulations or any order, guideline, gazettal, notice, direction or requirement of any government, statutory or other body or authority in relation to these matters;
- (b) Other than as disclosed in the Contract the vendor is not aware of any Contamination of the property or non-compliance with Environmental Laws, the vendor discloses that:
- (i) the property may be affected by Contamination;
 - (ii) there may be non-compliance with Environmental Laws in relation to the property; and
 - (iii) work may be required to investigate and remove Contamination from the property or remediate the property.
- (c) Subject to Part 4 of the *Conveyancing Act 1919*, the purchaser releases the vendor and may not make any Claim, requisition, delay completion, terminate or rescind this contract because of any matter referred to in this clause.
- (d) The purchaser releases, indemnifies and keeps indemnified the vendor, its directors and shareholders from any liability, loss or cost arising out of any of the matters referred to in this clause.
- (e) The provisions of this clause do not merge on completion.

37 Capacity

Without affecting any other rights or remedies of either party:

- (a) if a party being an individual, dies or becomes incapable because of unsoundness of mind to manage his own affairs then either party can rescind and the provisions of clause 19 apply.
- (b) if the purchaser:
 - (i) being an individual becomes bankrupt; or
 - (ii) being a company;
 1. resolves to go into liquidation or administration;
 2. has a petition for its winding up presented and not withdrawn within 30 days of presentation; or

3. enters into any scheme of arrangement with its creditors under the relevant provisions of the Corporations Act 2001 or any similar legislation;

then the purchaser will have defaulted in observance of an essential provision of this contract and the vendor can terminate the contract in accordance with clause 9.

38 Agent

The purchaser warrants that the purchaser was not introduced to the vendor or to the property by any real estate agent except the agent named as the vendor's agent on the front page of the contract and the purchaser indemnifies the vendor against any claim for commission which might be made by any agent or business broker resulting from an introduction constituting a breach of such warranty. It is agreed that this indemnity will be a continuing indemnity and will not merge on completion.

39 Annexures

- (a) Annexed to this contract are copies of the following:

Folio Identifier 9/245722

DP245722
Section 88B Instrument DP
Dealing P548359

Section 10.7(2) Certificate
Bushfire Assessment Report September 2021 Project Number 21-027
Notification of Determination of an Application to Modify a Development
Consent and Statement Reasons Modification Approval Date 04/11/2021

Subject to S.52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2017 the vendor does not warrant the accuracy or completeness of any of the annexures to this contract.

- (b) If prior to the signing of this contract by or on behalf of the purchaser documents were attached to this contract by or on behalf of the purchaser at the request of the vendor, the person attaching those documents did so as the agent of the vendor.

40 Amendments to Printed Form

The printed form of this contract is amended as follows:

- (a) Clause 5.2.1 is amended by deleting "general question about the property or the title" and replace with "question about the title";
- (b) Clause 5.2.3 is amended by deleting the words "within a reasonable time: and replace with "within 21 days after the contract date";
- (c) Clause 7.1.1 is amended by replacing "5%" with "1%";
- (d) Clause 7.2.1 is amended by deleting "10%" and substituting "1%";
- (e) Clauses 10.1.8 and 10.1.9 are amended by deleting "substance" and "disclosed" and replace with "existence" and "noted" respectively;

- (f) Clause 25 is deleted; and
- (g) Clause 31.4 is deleted.

41 Sewer Connection Diagram

The purchaser acknowledges that there is no sewer connections diagram annexed to the contract. The purchaser acknowledges it is not entitled to rescind, terminate or delay completion of this contract nor to object, requisition or make any claim (whether for compensation or not) in respect of or arising out of any of the following matters:

- (a) the nature, location, non availability or availability of sewer in relation to the property;
- (b) the existence of any defects in or to the services where available to the property;
- (c) any water or sewerage main or any underground or storm water drain passing through, over or under the property;
- (d) the terms, existence, non existence of any easements, privileges or rights (whether statutory or otherwise) in respect of any of the services effecting or benefiting the property or in respect of any entitlement to use those services.

~~42 Swimming Pool~~

- ~~(a) The vendor makes no representation or warranty that any swimming pool erected on the subject property (including any swimming pool fencing) complies with the provisions of the *Swimming Pools Act 1992* and its regulations, or any other Act or Regulations relating to swimming pools.~~
- ~~(b) The purchaser shall not make nor be entitled to make any objection requisitions or claim for compensation nor delay or refuse to complete this Contract should it be established that any swimming pool and/or fencing erected on the subject property does not comply with the provisions of the legislation referred to in the preceding sub-paragraph.~~
- ~~(c) This clause does not merge on completion.~~

~~43 Release of Deposit~~

~~The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as the vendors shall require to use for the purpose of a deposit, accommodation bond and/or stamp duty on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof.~~

44 Alterations to contract

Each party authorises:

- (a) its solicitors or conveyancers or any employee or agent of them; or
- (b) any person acting as an agent of that party,

to alter this contract with the party's approval after signature by the party until the making of the contract and until the expiry of the cooling off period, if any, where applicable. Any such alteration whether material or otherwise will be binding on that party.

45 Error in Adjustments of outgoings

Should an error be made in the calculation of the Adjustments under Clause 14, or any agreed rebate, the parties agree that upon being requested to do so, the correct calculation will be made and the payment of any moneys due and owing will take place within (7) days of such request being made. This clause shall not merge on completion.

46 Building Certificate

- (a) If there is a copy of a Building Certificate in respect of the subject property attached to this Contract the purchaser shall make no objection, requisition or claim for compensation in respect of any matter referred to or arising from the attached Building Certificate.
- (b) In the event that the purchaser applies to the Local Council for a Building Certificate which requires any work to be carried out to the property in order to bring the property to a standard acceptable to the said Council, such works shall be carried out by the purchaser at the purchaser's expense. The purchaser cannot require the vendor to comply with any work order, any legislation or remedy any reason for Council's refusal to issue a certificate pursuant to the purchaser's application for a Building Certificate.

47 Electronic Exchange & Signing

- (a) The parties agree and consent that this Contract may be prepared and exchanged in an electronic form as set out in the Conveyancing Act 1990 (vide ss6C, 23C & 52A) and by means of an Electronic Communication as set out in Division 2 of Part 2 of the Electronic Transaction Act 2000 ("the Act").
- (b) If this Contract is provided to a party by means of Electronic Communication, the other party shall not require the Contract in paper form.
- (c) The requirement for the Contract to be signed will be satisfied (without Limiting other ways to satisfy the requirement for signing) by the parting giving the Contract to the other party with:-
 - (i) the Contract bearing the mark or endorsement may by or on behalf of the signing parting or their attorney; and
 - (ii) a representation made by the party or the parties' solicitor (either on the Contract or separately) that the Contract has been signed by the party or their attorney.

48 5% Deposit

In the event the vendor agrees to accept a 5% deposit, notwithstanding the provisions of Clause 2 of this Contract, then it is agreed that the deposit shall be paid as follows:

- (a) Five per cent (5%) of the purchase price on exchange of contracts;
- (b) Five per cent (5%) of the purchase price on completion or on prior default by the Purchaser in observing the terms and conditions of this Agreement;
- (c) In the event that the Purchaser is in default under this Contract and the Vendor terminates this Contract due to the default of the Purchaser, then the Purchaser shall forthwith become liable to pay to the Vendor the balance of the deposit payable so that the Purchaser has paid a deposit equal to ten (10%) per cent of the purchase price. The Vendor shall be entitled to recover the balance of the deposit payable from the Purchaser as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any remedies available to the Vendor herein contained or implied notwithstanding any rule of Law or Equity to the contrary.

49 Disclosure re Septic System

The vendor discloses that the septic system may not be Council approved. The purchaser acknowledges they are aware of the existence of the septic system and that the Council may not have approved same.

The vendor discloses they do not hold in their possession a copy of an approval to operate the septic system.

The purchaser warrants to the vendor that they would have entered into this contract even if there is a matter in relation to the septic system that would justify the making of any upgrading or demolition order in respect of the septic system by the Council.

The purchaser acknowledges and accepts the above disclosure by the vendor is sufficient for the purpose of *Section 52A of the Conveyancing Act 1919*.

The purchaser agrees they shall take title subject to the vendor's disclosure and shall not be entitled to rescind this agreement or, make any objection, requisition or claim for compensation in respect of the matter disclosed herein and shall not be entitled to delay completion of this agreement because of failure of the local Council to issue a Building Certificate as a result of any matter disclosed herein.

This clause shall not merge on completion.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 9/245722

SEARCH DATE	TIME	EDITION NO	DATE
13/3/2024	2:59 PM	3	9/4/2013

LAND

LOT 9 IN DEPOSITED PLAN 245722
AT JINDABYNE
LOCAL GOVERNMENT AREA SNOWY MONARO REGIONAL
PARISH OF THREDBO COUNTY OF WALLACE
TITLE DIAGRAM DP245722

FIRST SCHEDULE

LESLIE ROBERT FARKASH
ULTIMO LODGE PTY LTD
AS TENANTS IN COMMON IN EQUAL SHARES (CN AH625870)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 P548359 COVENANT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

21916

PRINTED ON 13/3/2024

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

PLAN FORM 3 To be used in conjunction with Plan Form 2

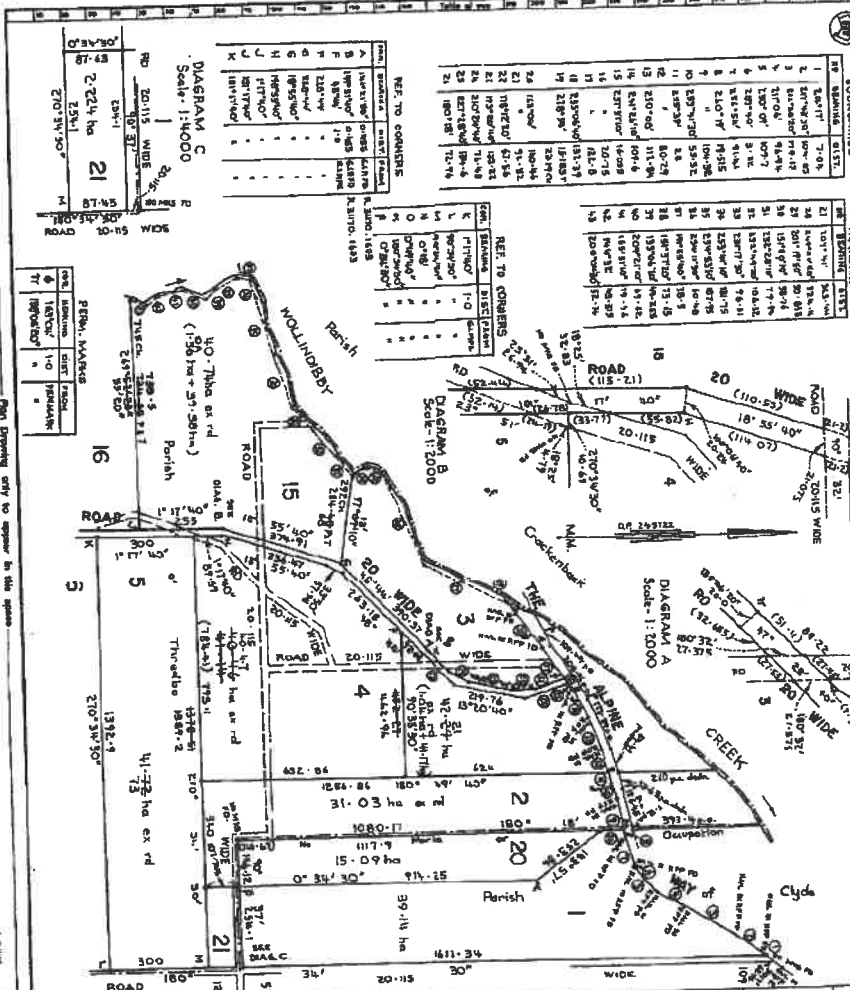
WARNING: CHANGING OR POLING WILL LEAD TO RESECTION

DP 245722

OFFICE USE ONLY

SCHEDULE OF BLOTS

NO	BLOT	AREA	TRAVELER	AREA
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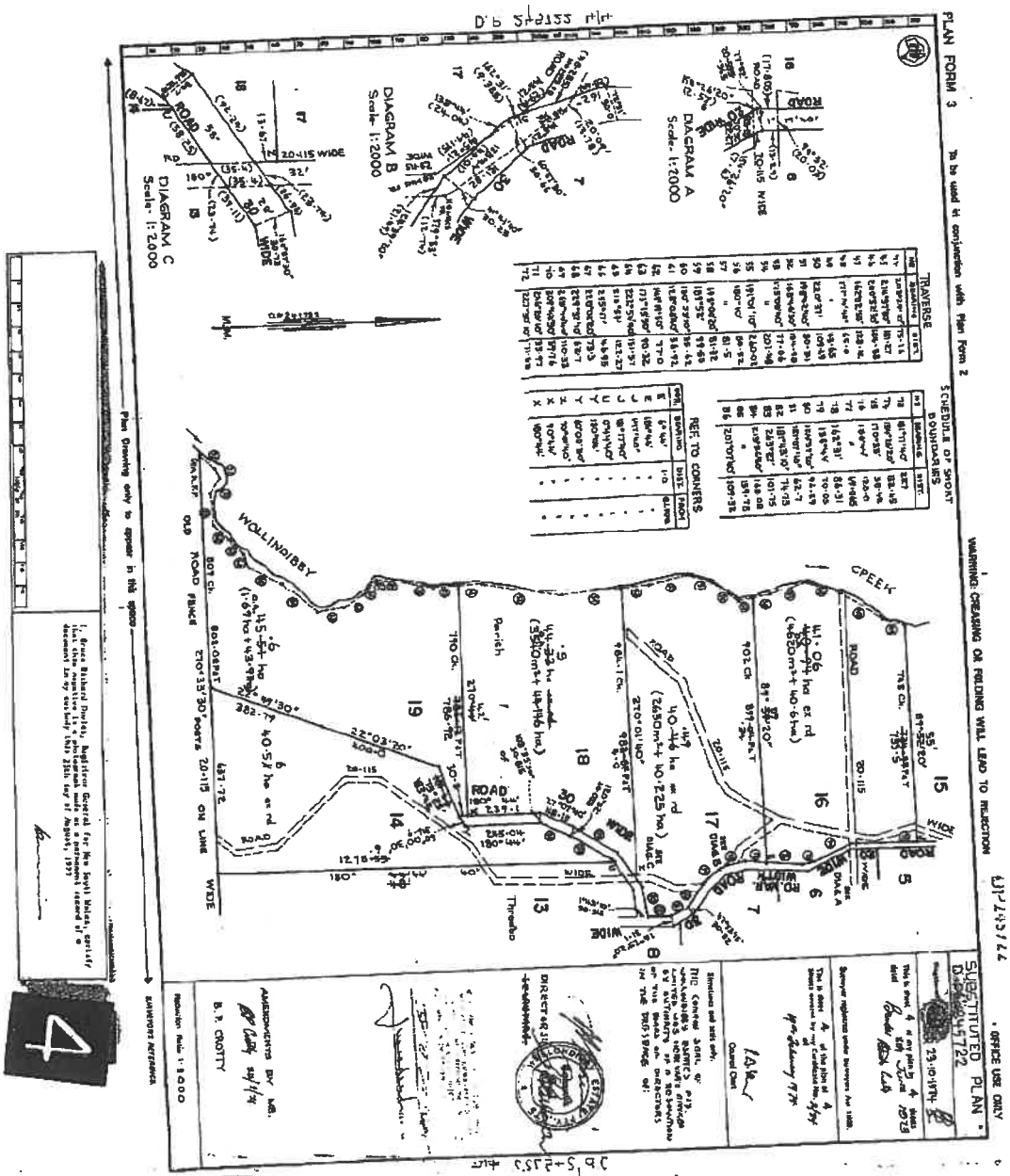
1. Davis Richard Leslie, Registrar General for New South Wales, 202/117
 Macquarie Street, Sydney, New South Wales, 2000, Australia
 Registered under the Land and Environment Act, 1977

2

REGISTERED

ADVERTISED BY ME:
 S.P. CROTTY

Scale: 1:1000



D 6 S 2133 H 14

PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CREATING OR FILING WILL LEAD TO REJECTION

LPJ-243144

OFFICE USE ONLY

SUBSTITUTED PLAN
 D 6 S 2133 H 14
 13/10/1978

This is done in accordance with the provisions of the Land Act 1925 and the Land Regulations 1925.

Signature of Registrar-General
 13/10/1978

Signature of Applicant
 13/10/1978

THE REGISTRAR GENERAL
 OFFICE OF THE REGISTRAR GENERAL
 13/10/1978

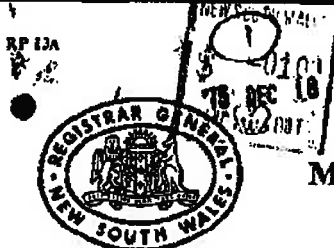
APPROVED BY MR. B. A. CROTTY
 REGISTRAR GENERAL

REVISIONS BY MR. B. A. CROTTY

Plan showing only to appear in this space

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4



31-00
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 V SOUTH WALES

P 548359

OFFICE USE ONLY

B	X
\$18	

MEMORANDUM OF TRANSFER
 REAL PROPERTY ACT, 1900

This form is for use when the above form of transfer is applicable.
 Typewriting and handwriting should be clear, legible and in permanent black non-copying ink. No alterations should be made by erasure; the words corrected must be ruled through and verified by signature or initial in the margin.

(a) **BRUCE GORDON JACKSON**
JAMES SUTTON HARRISON
JOHN DALLAS ALEXANDER SHEDDEN
 all being Company Directors and all of 56 Pitt Street, Sydney,
 hereinafter referred to as the TRANSFEROR

(c) Full name, address and occupation of transferor.

(b) If a less estate exists out to be simple and add appropriate estate.

being registered proprietor of an estate in fee simple^(a)
 in the land hereinafter described, subject to the following encumbrances and interests

(d) A short note will suffice. If an encumbrance is not yet registered particulars must be given for identification when furnished.

(1) Reservations and conditions, if any, contained in the Crown Grant.

in consideration of Twenty-two thousand five hundred dollars (\$ 22,500.00)

(e) Insert appropriate words if used. (The receipt whereof is hereby acknowledged), paid to the transferee by:

LESLIE ROBERT PARKASH, PAUL JOHN HENNESSEY and PHILLIP DANIEL AUSTIN
 hereby transferee to

(f) Full name, address and occupation of transferee. If more than one transferee state whether joint tenants or tenants in common. Under circumstances stated transferee or transferees will be presumed to hold in equal shares.

(1) **LESLIE ROBERT PARKASH of 4/20 Cremorne Road, Cremorne Point, Administration Manager,**
PAUL JOHN HENNESSEY of 4/20 Cremorne Road, Cremorne Point, Sales Representative and
PHILLIP DANIEL AUSTIN of 15/34 President Avenue, Kogarah, Technician, as TENANTS IN COMMON.
 hereinafter referred to as the TRANSFEEE

an estate in fee simple^(b)
 in the land described in the following schedule

(g) Insert lot and plan number, section &c. See also sections 327 and 327A of the Local Government Act, 1958.

Reference to title		Whole or Part	Description of land if part only ^(c)	County	Parish
Volume	Folio				
12655	144	WHOLE		WALLACE	TREDDO

802244

"THE Transferees for themselves their executors administrators and assigns or other the registered proprietors for the time being of the land hereby transferred HEREBY COVENANT with the said Transferees their successors and assigns so as to bind the land hereby transferred -

- (a) That no fences shall be erected or permitted to remain on the land hereby transferred without prior approval having been obtained from the Council of the Shire of Snowy River as to the type and style of fence to be erected.
- (b) That no fence shall be erected on the land hereby transferred to divide it from the adjoining land without the consent of the Transferees their successors or assigns provided that such consent shall not be withheld if the proposed fence does not affect the view of aesthetic clarities of any other lands included in Deposited Plan No.245722 or approval has been obtained for the erection of such fence from the Council of the Shire of Snowy River and further that any such fence shall be erected without expense to the Transferees their successors or assigns.

AND for the purpose of Section 88 of the Conveyancing Act, 1919 (as amended) it is hereby agreed and declared as follows:

- (i) The land to which the benefit of the above restrictions is appurtenant is the whole of the land in Deposited Plan No.245722.
- (ii) The land which is subject to the burden of such restrictions is the land hereby transferred.
- (iii) The persons by whom or by whose consent the above restrictions may be released varied or modified. The owner or owners for the time being of or the other lands contained in Deposited Plan No.245722.

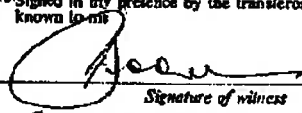
(c) Here insert any statements which the conveyance is to be subject to. These statements shall be inserted in accordance with section 11 of the Conveyancing Act, 1919. If the same are not inserted, the conveyance shall be subject to the same law and equity of the same day and quality of plan as the plan shall be void. A binding receipt of 13 inches and one eighth of an inch shall be presented such additional sheet must be signed by the parties to the attending witnesses.

[Handwritten signatures and initials]

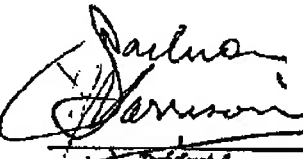
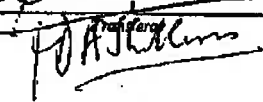


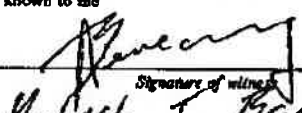
Dated at Sydney this 24th day of October 1975

(a) Further proof of execution is not normally required if signed or acknowledged before any of the following persons, all being parties to the dealing, to whom the transferor is known:
Where executed in New South Wales — bank manager, barrister, clerk of petty sessions, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for motor vehicles, magistrate, member of a police force, member of a local government council, member of parliament of the Commonwealth or of a State, member of the police force of the Commonwealth or of a State or a Territory, minister of religion, notary public, postmaster, solicitor, town clerk or other executive officer administering local government;
Where executed in any part of the Commonwealth of Australia or in any part of the British Commonwealth — any of the persons referred to above, and in addition, in Australia or British Commonwealth, any person exercising his functions in the part, Government, Government Employee, Child Services or Registrar of Titles of the part;
Where executed in another country — an Australian or British Consular Officer exercising his functions in a consular, commissioned officer in the Defence Force of the Commonwealth of Australia, Commissioner for Motor Vehicles, Justice, Justice of the Peace, magistrate, mayor or other chief officer of any local government corporation, officer in charge of a police station, notary public, town or shire clerk or other executive officer administering local government.
(b) Except attestation of such Act, if necessary.
(c) Section 117 Real Property Act, 1900, requires that the certificate be signed by the transferee or, where his signature cannot be obtained without difficulty and delay, by his solicitor or other person by his own name, which should be (transcribing or printing) below his signature, and not that of his firm. Any person signing or transcribing or printing below to the particulars provided by section 117.
(d) May be witnessed by any responsible person not being a party to the dealing.


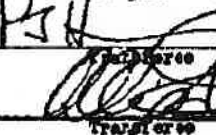

(b) Signed in my presence by the transferor who is personally known to me

Signature of witness
GREGORY PHILLIPS MOORE
Name of witness (BLOCK LETTERS)
J.P.
Qualification of witness

WITNESS TO THREE SIGNATURES.

(b) Signed in my presence by the transferee who is personally known to me

Signature of witness
MICHAEL J. GRACIA
Name of witness (BLOCK LETTERS)
JUSTICE OF THE PEACE
Address of witness


Accepted and certified correct for the purposes of the Real Property Act, 1900.


Registrar
LESLIE ROBERT JAMES

Witness
PAUL JOHN HENNESSY

Witness
PHILIP DANIEL AUSTIN

NOTED
BLACK
1975

P-548359

S-118

<p style="text-align: center;">DEPARTMENTAL USE ONLY</p> <p>TRANSFER</p> <p style="text-align: center; font-size: 1.2em;"><i>Subject to Consent</i></p> <hr/> <p>Checked <i>[initials]</i> Filed <i>[initials]</i> Signed <i>[initials]</i></p> <p style="text-align: center;">REGISTERED</p> <p style="text-align: center;"><i>[Signature]</i> Registrar General</p> 	<p style="text-align: center;">TO BE COMPLETED BY LODGING PARTY</p> <p>Lodged by <i>Michael J. Bereany</i> Address: <i>6 Carnobert Street</i> Phone No.: <i>MOSMAN</i></p> <p style="text-align: center;">Documents lodged herewith</p> <p>1. <i>[initials]</i> 2. <i>[initials]</i> 3. <i>[initials]</i> 4. <i>[initials]</i> 5. <i>[initials]</i></p> <hr/> <p>Received Documents <i>1</i> Receiving Clerk <i>gm</i></p> <p>AUTHORITY FOR USE OF INSTRUMENT OF TITLE⁽¹⁾</p> <p>Authority is hereby given for the use of _____ _____ lodged (Insert reference to certificate, grants or dealings) in connection with _____ for the (Insert number of plan or dealings) registration of this dealing and for delivery to _____</p> <p style="text-align: center;">(BLOCK LETTERS)</p> <p style="text-align: center;">_____ Signature</p> <p style="text-align: center;">_____ Name (BLOCK LETTERS)</p> <hr/> <p>MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY (To be signed at the time of executing this within dealing)</p> <p>The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within dealing.</p> <p>Signed at _____ the _____ day of _____ 19 _____</p> <p style="text-align: center;">_____ Signature of attorney</p> <p style="text-align: center;">_____ Signature of witness</p> <hr/> <p>CERTIFICATE OF S.P., &c., TAKING DECLARATION OF ATTESTING WITNESSES</p> <p>I certify that _____ the attesting witness to this dealing, appeared before me at _____ the _____ day of _____ 19 _____ and declared that he personally knew _____ _____ the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____ _____ is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.</p> <p style="text-align: center;">_____ Signature</p> <p style="text-align: center;">_____ Name (BLOCK LETTERS)</p> <p style="text-align: center;">_____ Qualification</p>
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(1) Unless the instrument of title has been lodged by the person lodging the dealing, or if one has been authorized previously, the multiple must be furnished by the person applying within an delivery of the certificate of title, grant etc.

(2) Not required where dealing executed in accordance with section (N); in other cases to be signed by one of the persons referred to in section (N).



Enquiries 1300 345 345
Our Ref Certificate Number 534/2024
P/N 257052
Your Ref 21916

M PO Box 714 COOMA NSW 2630
E council@snowymonaro.nsw.gov.au
W www.snowymonaro.nsw.gov.au
P 1300 345 345

22/03/2024

Info Track
GPO Box 4029
SYDNEY NSW 2001

Drainage Diagram - Sewer
(Issued under the Local Government Act, 1993)

Application Information	
Applicant	Info Track GPO Box 4029 SYDNEY NSW 2001
Certificate Number	534/2024
Legal Description	Lot: 9 DP: 245722
Property Address	Habitat Chalet 309 Wollondibby Road CRACKENBACK NSW 2627
Your Reference	21916

In respect to the abovementioned property, there are no Drainage Diagram/s for the subject land.

Council wishes to advise that the above property is in a rural area and public sewerage services are not available.

Certificate issued by Snowy Monaro Regional Council

Enquiries 1300 345 345
Our Ref Certificate Number 516/24 | P/N 257052
Your Ref 21916

Info Track
GPO Box 4029
SYDNEY NSW 2001

Planning Certificate – Section 10.7(2)
Environmental Planning and Assessment Act 1979

Section 10.7(2) Details

In accordance with the requirements of section 10.7(2) of the *Environmental Planning and Assessment Act 1979* (as amended), the following prescribed matters relate to the land at the date of this certificate.

Certificate Information	
Certificate Number	516/24
Certificate Date	20/03/2024
Your Reference	21916

Property Description	
Address	Habitat Chalet 309 Wollondibby Road CRACKENBACK NSW 2627
Land Title	Lot: 9 DP: 245722
Assessment Number	40528622

This certificate provides information on how a property (such as land and buildings) may be used and the limits on its development. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government.

Snowy Monaro Regional Council does not accept any liability for anything contained in this certificate which has been supplied by third-party sources and does not warrant the accuracy of the contents.

All users of this certificate must acknowledge that Snowy Monaro Regional Council does not owe them any duty of care and they indemnify Snowy Monaro Regional Council from all claims demands suits actions and proceedings for damages and consequential loss howsoever arising from their use of this certificate and its contents where third-party information is relied upon.

Column 1 Section 10.7(2) (Schedule 2 EP&A Regulation 2021)	Identification of the matter referred to in Column 1 and the extent to which it applies to the land
1 Names of relevant planning instruments and development control plans	
<p>(1) The name of each environmental planning instrument that applies to the carrying out of development on the land.</p> <p>The name of each development control plan that applies to the carrying out of development on the land.</p>	<p><i>Snowy River Local Environmental Plan 2013</i></p> <p><i>Snowy River Local Environmental Plan 2013 (Amendment No 1)</i></p> <p>See Note 6 for list of State Environmental Planning Policies</p> <p><i>"Snowy River Shire Council Development Control Plan 2013 (Amendment 2)</i> <i>The plan was adopted by Council on 26 November 2013 and came into effect on 20 December 2013.</i></p> <p><i>The purpose of DCP 2013 is a source of information covering the technical, legislative and administrative aspects of development within the former Local Government boundary of Snowy River Shire. It provides detailed provisions to guide development so that it achieves the aims and objectives of the Snowy River Local Environmental Plan 2013. The DCP includes detailed objectives and controls for ensuring well designed, quality land use and development within the Snowy Monaro Regional Council.</i></p> <p><i>This plan applies to all land to which the Snowy River Local Environmental Plan 2013 applies excluding the site specific Development Control Plan T2 Tyrolean Village Stage 3.</i></p>
<p>(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act that will apply to the carrying out of development on the land.</p> <p>Note - This does not apply in relation to a proposed environmental planning</p>	<p><i>Nil</i></p>

<p>instrument or draft development control plan if—</p> <p>(a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or</p> <p>(b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.</p>	
<p>In this section a <i>proposed environmental planning instrument</i> means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.</p>	
<p>2 Zoning and land use under relevant planning instruments</p>	
<p>The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—</p>	
(a) the identity of the zone	C3 Environmental Management
(b) (i) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,	See Note 7 – Land Use Table
(b) (ii) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	See Note 7 – Land Use Table
(b) (iii) the purposes for which the instrument provides that development is prohibited within the zone,	See Note 7 – Land Use Table
(c) whether additional permitted uses apply to the land,	Nil
(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,	Not Applicable
(e) whether the land is in an area of outstanding biodiversity value under the <i>Biodiversity Conservation Act 2016</i> ,	Not applicable
(f) whether the land is in a conservation area (however described),	Not in Heritage Conservation Area
(g) whether an item of environmental heritage (however described) is situated on the land.	No Heritage Item

<p>3 Contributions plans</p> <p>The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.</p> <p>If the land is in a special contributions area under the Act, Division 7.1, the name of the area.</p>	<p>Snowy Monaro Section 7.12 Local Infrastructure Contributions Plan 2022</p> <p>The land is not in a special contributions area</p>
<p>4 Complying Development</p> <p>(1) If the land is land on which complying development may be carried out under each of the complying development codes under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i>, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.</p>	<p>The following Codes are not applicable to this land:</p> <ul style="list-style-type: none"> Low Rise Housing Diversity Code Inland Code Container Recycling Facilities Code Industrial and Business Buildings Code Industrial and Business Alterations Code <p>The following Codes are applicable to the land and complying development may be carried out on the whole of the land under these Codes:</p> <p>Nil</p> <p>The following Codes are applicable to the land but due to the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> complying development may only be carried out on part of the land under these Codes:</p> <p>NIL</p> <p>The following Codes are applicable to the land but due to the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> complying development may not be</p>

	<p>carried out on the whole of the land under these Codes:</p> <ul style="list-style-type: none"> Demolition Code Fire Safety Code General Development Code Subdivisions Code Housing Alterations Code
<p>(2) If complying development may not be carried out on the land because of one of these clauses clause (1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19), the reasons why it may not be carried out under the clause.</p>	<p>For the Codes listed above that may only be carried out on part of the land or may not be carried out on any part of the land the reasons why complying development may not be carried out are as follows:</p> <p>The land is wholly affected by specific land exemptions being land identified as environmentally sensitive land as it is subject to considerations associated with the Scenic protection area contained in the relevant Local Environmental Plan.</p> <p>The land is wholly affected by specific land exemptions being land identified as within a protected area (is wholly an C Zone) identified in the relevant Local Environmental Plan.</p> <p>If complying development is permitted on only part of the land due to the above restrictions, the extent to which these restrictions apply to the land can be found on the NSW Planning Portal website maps at www.planningportal.nsw.gov.au. These map(s) are based on the legislated maps/s for <i>Cooma-Monaro Local Environmental Plan 2013</i>, <i>Snowy Rover Local Environment Plan 2013</i> and <i>Bombala Local Environment Plan 2012</i> and represent the best information Council has on the extent to which the above restrictions affect this land.</p>
<p>(3) If the council does not have sufficient</p>	<p>Not Applicable</p>

information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that— (a) a restriction applies to the land, but it may not apply to all of the land, and (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.	
(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.	No
	See Note 3 at the end of this Certificate for further information.
5 Exempt development	
••• If the land is land on which exempt development may be carried out under each of the exempt development codes under <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> , because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.	Exempt development may be carried out on the whole of the land
••• If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.	Not Applicable
(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that— (a) a restriction applies to the land, but it may not apply to all of the land, and (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.	Not Applicable
(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.	Not applicable
6 Affected building notices and building product rectification orders	
(1) Whether the council is aware that—	
(a) an affected building notice is in force in	No affected building notice.

<p>relation to the land, or</p> <p>(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or</p> <p>(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.</p>	<p>No building product rectification order.</p> <p>No notice of intention to make a building rectification order.</p>
<p>In this section -</p> <p>affected building notice has the same meaning as in Part 4 of the <i>Building Products (Safety) Act 2017</i>.</p> <p>building product rectification order has the same meaning as in the <i>Building Products (Safety) Act 2017</i>.</p>	
<p>7 Land reserved for acquisition</p>	
<p>Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.</p>	<p>Council has not been advised that any environmental planning instrument or proposed environmental planning instrument applying to the land provides for the acquisition of the land by a public authority as referred to in section 3.15 of the Act</p>
<p>8 Road widening and road realignment</p>	
<p>Whether or not the land is affected by any road widening or road realignment under:</p>	
<p>(a) Division 2 of Part 3 of the <i>Roads Act 1993</i>, or</p>	<p>No</p>
<p>(b) any environmental planning instrument, or</p>	<p>No</p>
<p>(c) any resolution of the council.</p>	<p>No</p>
<p>9 Flood related development controls information</p>	
<p>(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.</p>	<p>Unknown - the land is not part of a flood planning study</p>
<p>(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.</p>	<p>Unknown - the land is not part of a flood planning study</p>
<p>(3) In this section—</p> <p>flood planning area has the same meaning as in the Floodplain Development Manual.</p> <p>Floodplain Development Manual means the Floodplain Development Manual (ISBN 978-1-923076-17-4) published by the NSW Government in November 2023.</p> <p>probable maximum flood has the same meaning as in the Floodplain Development Manual.</p> <p>(3) Words and expressions in this clause have the same meanings as in the standard instrument set out in the <i>Standard Instrument (Local Environmental Plans) Order 2006</i>.</p>	
<p>10 Council and other public authority policies on hazard risk restrictions</p>	

Whether or not the land is affected by a policy:	
(a) adopted by the council, or	No (see Note below)
(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,	Council has been advised by the NSW Department of Planning that in accordance with section 4.14 of the <i>Environmental Planning and Assessment Act 1979</i> Council is required to be satisfied that a development complies with 'Planning for Bushfire Protection 2019' where that development is within land identified as bushfire prone.
that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding),	
Note: The following matters are prescribed by section 59(2) of the <i>Contaminated Land Management Act 1997</i> as additional matters to be specified in a planning certificate:	
(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,	
(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,	
(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,	
(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,	
(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.	
Contaminated Land	
As of the date of this certificate, Council has no records to indicate that the site is contaminated.	
It is recommended that you ensure that the land has not in the past been used for certain purposes which could have involved the use of contaminants. A list of potentially contaminating uses is outlined in Attachment "A" to the end of this planning certificate.	
Note: Council has recently been provided with mapping information from the <i>Department of Industry – Resources and Energy</i> in conjunction with the NSW Governments <i>Heads of Asbestos Coordination Authorities (HACA)</i> in relation to the presence of 'Naturally Occurring Asbestos' (NOA) within the Shire. The HACA has also published information on what can be done to avoid contact with NOA. This information can be viewed at http://www.resourcesandenergy.nsw.gov.au/miners-and-explorers/safety-and-health/topics/NOA where there is a link to mapping and other information. The HACA has also published information on what can be done to avoid contact with NOA. Council has	

<p>adopted an Asbestos Policy which includes provisions applicable to NOA. Council was not aware of the presence of NOA in the Shire when this Policy was adopted, and has no knowledge of any confirmed NOA sites. However following receipt of the mapping information Council is currently in the process of developing risk controls, guidance materials and an asbestos management plan in accordance with the adopted Asbestos Policy. The confirmed presence of naturally occurring asbestos on a site may result in restrictions being imposed upon future development of the site in accordance with the provisions of the Asbestos Policy.</p>	
<p>11 Bush fire prone land</p>	
<p>(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.</p> <p>(2) If none of the land is bush fire prone land, a statement to that effect.</p>	<p>All of the land is bushfire prone.</p> <p>Information relied on to answer the above question has been provided to Council by the NSW Rural Fire Service, for more information regarding the above information please contact the NSW Rural Fire Service. (www.rfs.nsw.gov.au)</p>
<p>12 Loose-fill asbestos insulation</p>	
<p>If the land includes residential premises, within the meaning of the <i>Home Building Act 1989</i>, Part 8, Division 1A, that are listed on the Register kept under that Division</p>	<p>Council is not aware of any residential dwelling erected on this land which has been identified in the Loose-Fill Asbestos Insulation Register as containing loose fill asbestos ceiling insulation. Contact NSW Fair Trading if further information is required.</p>
<p>13 Mine subsidence</p>	
<p>Whether the land is declared to be a mine subsidence district, within the meaning of the <i>Coal Mine Subsidence Compensation Act 2017</i>.</p>	<p>No</p>
<p>14 Paper subdivision information</p>	
<p>(1) The name of a development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a ballot.</p>	<p>No</p>
<p>(2) The date of any subdivision order that applies to the land.</p>	<p>No</p>
<p>Words and expressions used in this section have the same meaning as in the <i>Environmental Planning and Assessment Regulation 2021</i>, Part 10 and the <i>Environmental Planning and Assessment Act 1979</i>, Schedule 7.</p>	
<p>15 Property Vegetation Plans</p>	
<p>If the land is land in relation to which a property vegetation plan is approved and in force under the <i>Native Vegetation Act 2003</i>, Part 4, a</p>	<p>No PVP applicable</p>

statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.	
16 Biodiversity stewardship sites	
If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <i>Biodiversity Conservation Act 2016</i> , a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).	No
Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the <i>Threatened Species Conservation Act 1995</i> that are taken to be biodiversity stewardship agreements under Part 5 of the <i>Biodiversity Conservation Act 2016</i> .	
17 Biodiversity certified land	
If the land is biodiversity certified land under Part 8 of the <i>Biodiversity Conservation Act 2016</i> , a statement to that effect.	No
Note: Biodiversity certified land includes land certified under Par 7AA of the <i>Threatened Species Conservation Act 1995</i> that is taken to be certified under Part 8 of the <i>Biodiversity Conservation Act 2016</i> .	
18 Orders under <i>Trees (Disputes Between Neighbours) Act 2006</i>	
Whether an order has been made under the <i>Trees (Disputes Between Neighbours) Act 2006</i> to carry out work in relation to a tree on the land (but only if the council has been notified of the order).	No
19 Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works	
(1) If the <i>Coastal Management Act 2016</i> applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the <i>Local Government Act 1993</i> , section 496B, for coastal protection services that relate to existing coastal protection works.	Not applicable
20 Western Sydney Aerotropolis	
Whether under <i>State Environmental Planning Policy (Precincts—Western Parkland City) 2021</i> , Chapter 4 the land is— (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or (b) shown on the Lighting Intensity and Wind	Not applicable

<p>Shear Map, or</p> <p>(c) shown on the Obstacle Limitation Surface Map, or</p> <p>(d) in the “public safety area” on the Public Safety Area Map, or</p> <p>(e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.</p>	
21 Development consent conditions for seniors housing	
<p>If <i>State Environmental Planning Policy (Housing) 2021</i>, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).</p>	No
22 Site compatibility certificates and conditions for affordable rental housing	
<p>1) Whether there is a current site compatibility certificate under <i>State Environmental Planning Policy (Housing) 2021</i>, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—</p> <p>(a) the period for which the certificate is current, and</p> <p>(b) that a copy may be obtained from the Department.</p>	No
<p>2) If <i>State Environmental Planning Policy (Housing) 2021</i>, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).</p>	No
<p>(3) Any conditions of a development consent in relation to land that are of a kind referred to in <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i>, clause 17(1) or 38(1).</p>	No

IMPORTANT NOTES – SECTION 10.7(2) CERTIFICATE

Note 1 Terms of Reference

This Certificate does not make reference to the physical conditions of the property. Consequently no inspections have been made in respect of:

- (a) The presence or otherwise of noxious weeds on the property,
- (b) The condition of any structure/s on the land and associated infrastructure.

No advice is included in this Certificate in respect of outstanding or unauthorised works. Should applicants require such details, that may be in addition to information provided in a S10.7(2) & (5) Certificate, application should be made, accompanied by the appropriate fee for such inspections.

Note 2 Biosecurity (Weeds)

Weeds are a major environmental threat to the Snowy Monaro Region's agricultural and environmental assets. People considering purchasing land, particularly rural land, in the Council area are urged to contact Council's Biosecurity (Weeds) team for advice regarding landowners' responsibilities for the control of weeds.

Note 3 Complying Development

- Under the *Inland Code* complying development for the erection of a new single-storey or two-storey dwelling house may only be carried out on land that is in accordance with the requirements of the following clauses; Clause 3D.10 in Zones RU1, RU2, RU3, RU4 and RU6 - 3D.10, Clause 3D.18 in zones RU5, R1, R2, R3 and R4 and 3D.29 - Zone R5.
- As per clause 1.18 of the Codes SEPP Complying Development is only possible on land where the development would otherwise be permissible with or without consent under the Council's Local Environmental Plan applicable to the land.
- Complying development may not be carried out on land outside the zonings identified in *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, or on a lot which is not entirely within the zoning in the Codes SEPP specified for that particular Complying Development code. Refer to *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* for other permissibility criteria.

Note 4 Important Notice for any maps that relate to this certificate

These maps are not a precise survey document. Accurate locations can only be determined by a survey on the ground.

While every care is taken to ensure the accuracy of this data, neither the Snowy Monaro Regional Council nor the Land and Property Management Authority makes any representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs which you might incur as a result of the data being inaccurate or incomplete in any way and for any reason.

Note 5 Coinciding Legal and Practical Access

Purchasers of rural and non-urban land are advised to ensure that coinciding legal and practical access can be gained to the property from a public road.

Note 6 State Environmental Planning Policies

Below is a list of all State Environmental Planning Policies (including publicised draft policies) that apply to Snowy Monaro Regional Council. Depending on circumstances set down in each policy, the policy may be specifically applicable to the land that is the subject of this certificate. You are advised to check the policy for the necessary details.

State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Precincts – Regional) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Planning Systems) 2021

See Attachment 1 (excerpt from Planning Circular PS 21-007) – Referring to New Consolidated SEPPs and Repealed SEPPs

Any enquiries regarding these State policies should be directed to the Department of Planning and Environment.

Zone C3 Environmental Management

Without Consent

Extensive agriculture; Home occupations

With Consent

Agriculture; Animal boarding or training establishments; Bed and breakfast accommodation; Building identification signs; Business identification signs; Camping grounds; Cellar door premises; Cemeteries; Community facilities; Dual occupancies; Dwelling houses; Eco-tourist facilities; Emergency services facilities; Environmental facilities; Environmental protection works; Farm buildings, Farm stay accommodation; Flood mitigation works; Home-based child care; Home businesses; Home industries; Information and education facilities; Oyster aquaculture; Pond-based aquaculture; Recreation areas; Recreation facilities (outdoor); Research stations; Roads; Roadside stalls; Rural industries; Rural workers' dwellings; Secondary dwellings; Tank-based aquaculture

Prohibited

Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3

ATTACHMENT A' – S10.7(2)

Activities which are likely to have contaminated sites because of their past or present use:

- asbestos works;
- chemical and petrochemical works;
- docks and railway land, especially large sidings and depots;
- gasworks, other local carbonisation plants and ancillary by products works;
- industries making or using wood preservatives;
- installations involving the processing or use of radioactive materials;
- landfills and other waste disposal and storage sites, and transfer sites;
- land heavily treated with chemicals for agricultural or other purposes, eg aerial spraying;
- metal mines, smelters, foundries, iron and steel works, metal finishing works;
- mine tailings dumps (including mineral sands tailings);
- munitions production and testing sites;
- oil refineries, petroleum storage and distributions sites;
- paper and printing works;
- pesticide storage areas, areas where vehicles used for the transport and storage of pesticides are washed, and areas where tanks are used to store pesticides;
- plants and heavy engineering installations, eg shipbuilding and shipbreaking;
- power stations and switching yards etc;
- scrap yards;
- stock dipping, eg sheep, cattle etc;
- tanneries

Attachment 1 – New consolidated SEPPs and repealed SEPPs

Planning principle focus area	New consolidated SEPPs	Repealed SEPPs
Primary Production	<i>State Environmental Planning Policy (Primary Production) 2021</i>	<i>State Environmental Planning Policy (Primary Production and Rural Development) 2019; Sydney Regional Environmental Plan No 8 (Central Coast Plateau Areas)</i>
Resources and Energy	<i>State Environmental Planning Policy (Resources & Energy) 2021</i>	<i>State Environmental Planning Policy (Mining Petroleum Production and Extractive Industries) 2007; Sydney Regional Environmental Plan No. 9 – Extractive Industries (No 2 – 1995)</i>
Resilience and Hazards	<i>State Environmental Planning Policy (Resilience and Hazards) 2021</i>	<i>State Environmental Planning Policy (Coastal Management) 2018; State Environmental Planning Policy 33 - Hazardous and Offensive Development; State Environmental Planning Policy 55 - Remediation of Land</i>
Industry and Employment	<i>State Environmental Planning Policy (Industry & Employment) 2021</i>	<i>State Environmental Planning Policy (Western Sydney Employment Area) 2009; State Environmental Planning Policy 64 - Advertising and Signage</i>
Transport and Infrastructure	<i>State Environmental Planning Policy (Transport and Infrastructure) 2021</i>	<i>State Environmental Planning Policy (Infrastructure) 2007, State Environmental Planning Policy (Educational Establishments and Childcare Facilities) 2017, State Environmental Planning Policy (Major Infrastructure Corridors) 2020; State Environmental Planning Policy (Three Ports) 2013</i>
Biodiversity and Conservation	<i>State Environmental Planning Policy (Biodiversity & Conservation) 2021</i>	<i>State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017; State Environmental Planning Policy (Koala Habitat Protection) 2020; State Environmental Planning Policy (Koala Habitat Protection) 2021; Murray River Regional Environmental Plan No 2—Riverine Land; State Environmental Planning Policy (Bushland in Urban Areas) 2019; State Environmental Planning Policy 50 - Canal Estate Development; State Environmental Planning Policy (Sydney Drinking Water Catchment) 2011; Sydney Regional Environmental Plan 20 - Hawkesbury-Nepean River No. 2 1997; Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005; Greater Metropolitan Regional Environmental Plan No 2—Georges River Catchment; Willandra Lakes Regional Environmental Plan No 1—World Heritage Property</i>
Planning Systems	<i>State Environmental Planning Policy (Planning Systems) 2021</i>	<i>State Environmental Planning Policy (State and Regional Development) 2011; State Environmental Planning Policy (Aboriginal Land) 2019; State Environmental Planning Policy (Concurrences and Consents) 2018</i>
Planning Systems	<i>State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021</i>	<i>State Environmental Planning Policy (State Significant Precincts) 2005; Darling Harbour Development Plan No 1; Sydney Regional Environmental Plan No 26—City West; Sydney Regional Environmental Plan No 16—Walsh Bay; Sydney Regional Environmental Plan No 33—Cooks Cove; State Environmental Planning Policy No 47 – Moore Park Showground</i>
Planning Systems	<i>State Environmental Planning Policy (Precincts – Central River City) 2021</i>	<i>State Environmental Planning Policy (State Significant Precincts) 2005; State Environmental Planning Policy (Sydney Region Growth Centre) 2006; Sydney Regional Environmental Plan 24—Homebush Bay Area; State Environmental Planning Policy (Kurnell Peninsula) 1989; State Environmental Planning Policy (Urban Renewal) 2010</i>
Planning Systems	<i>State Environmental Planning Policy (Western Parkland City) 2021</i>	<i>State Environmental Planning Policy (State Significant Precincts) 2005, State Environmental Planning Policy (Sydney Region Growth Centre) 2006; State Environmental Planning Policy (Western Sydney Aerotropolis) 2020; State Environmental Planning Policy (Penrith Lakes Scheme) 1989; Sydney Regional Environmental Plan No 30—St Marys; State Environmental Planning Policy (Western Sydney Parklands) 2009</i>
Planning Systems	<i>State Environmental</i>	<i>State Environmental Planning Policy (State Significant Precincts) 2005; State</i>

	<i>Planning Policy (Precincts – Regional) 2021</i>	<i>Environmental Planning Policy (Activation Precincts) 2020; State Environmental Planning Policy (Kosciuszko National Park—Alpine Resorts) 2007; State Environmental Planning Policy (Gosford City Centre) 2018</i>
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Enquiries Sarah Brown
1300 345 345
Our Ref 10.2006.3000060.4
Planning Portal Ref



Creative Planning Solutions Pty Limited
PO Box 1074
BROADWAY NSW 2007

NOTICE OF DETERMINATION OF AN APPLICATION TO MODIFY A DEVELOPMENT CONSENT AND STATEMENT OF REASONS

Issued under the Environmental Planning and Assessment Act 1979 (the 'Act')

Application Number: 10.2006.3000060.4

Planning Portal Reference:

Approved Development: Alterations and Additions to Existing Tourist Accommodation

Modification Proposed: Alterations and Additions to Existing Tourist Accommodation

Property: Habitat Chalet/309 Wollondibby Road CRACKENBACK 2627 Lot 9 DP 245722 Ph Thredbo

Estimated Cost of Works: \$0.00

Determination: Delegated (Staff)

MODIFIED DEVELOPMENT CONSENT has been granted subject to the amended conditions detailed below.

Note: It is advised that this determination replaces the original determination. For ease of reference, all of the previous conditions have been re-listed. Those conditions amended or deleted have been indicated.

Pursuant to Clause 97 and 122 of the *Environmental Planning and Assessment Regulation 2000*, this determination replaces the original determination as from the date of the Modification Approval Date.

Original Determination Date: 09/04/2006

Consent is to lapse on: 09/04/2011

Consent is to operate from: 09/04/2006

Modification Approval Date: 04/11/2021

Approval bodies that have given general terms of approval:

RFS – 100B

REASONS FOR CONDITIONS

Pursuant to Schedule 1 cl 20(1)(c)

1. The proposal adequately satisfies the application provisions and objectives of the Snowy River LEP 2013 and the Snowy River DCP 2013
2. The proposed development, subject to the conditions below, will have no unacceptable adverse impacts on the natural or built environments including nearby local heritage items, the local waterways or drainage systems or the operation of the local road system. Further it is considered that development of the subject site does not prevent future reasonable development of adjoining allotments.
3. The application was required to be notified to adjoining landowners and/or publicly advertised in accordance with the Snowy Monaro Community Participation Plan 2019 and the relevant statutory regulations.
4. In consideration of conclusions 1 – 3 above it is considered the proposed development is a suitable and planned use of the site and approval of the proposal is in the public interest.

Right of appeal / review of determination: If you are dissatisfied with this decision:

- Apply to Council to review its decision under Section 8.2 of the Environmental Planning and Assessment Act 1979. Such application must be made and determined by Council within six (6) months from the date on which you received the original determination notice provided that an appeal under Section 8.7 of the Environmental Planning and Assessment Act 1979 has not been made against this determination
- Section 8.7 of the Environmental Planning and Assessment Act 1979 gives you the right to appeal to the Land and Environment Court within twelve (12) months after the date on which you receive this notice.

Definitions

Unless specified otherwise, words have the same meaning as defined by the Act, the Regulation and the Interpretation Act 1987 as in force at the date of consent.

- Applicant means the applicant for this consent.
- Approved Plans mean the plans endorsed by Council referenced by this consent as amended by conditions of this consent.
- AS or AS/NZS means Australian Standard® or Australian/New Zealand Standard®, respectively, published by Standards Australia International Limited.
- BCA means the Building Code of Australia as published by the Australian Building Codes Board as in force at the date of issue of any Construction Certificate.
- Council means Snowy Monaro Regional Council
- Court means the NSW Land and Environment Court
- Stormwater drainage system means all works, facilities and documentation relating to:
 - the collection of stormwater,

- the retention of stormwater,
 - the reuse of stormwater,
 - the detention of stormwater,
 - the controlled release of stormwater; and
 - connections to easements and public stormwater systems.
- Owner means the owner of the site and successors in title to the site.
 - Owner-builder “construction phase of the development” has the same meaning as in the Home Building Act 1989.
 - Principal Certifying Authority means the Principal Certifier under the Act.
 - Principal Contractor has the same meaning as in the Act, or where a Principal Contractor has not been appointed by the Owner of the land being developed Principal Contractor means the Owner of the land being developed.

Advisory notes: your attention is drawn to the following:

- Changes to the external configuration of the building, site layout, density, internal configurations, or the operation of use, may require the submission of a modification application under Section 4.55 of the Environmental Planning and Assessment Act 1979.
- All building work must be carried out fully in accordance with the conditions of development consent and it is in offence to carry out unauthorised building work that is not in accordance with the development consent. It is the responsibility of the applicant to check, understand and seek assistance where needed to ensure full compliance with the conditions of this Development Consent.
- This consent does not permit commencement of any site works. Works are not to commence until such time as a Construction Certificate has been obtained and the appointment of a Principal Certifying Authority.
- Council wishes to advise that it is the responsibility of the owner and/or applicant to determine if site security and/or safety fencing is required to be provided in accordance with clause 235 of the *Occupational Health and Safety 2001 and Work Cover Authority* requirements. Failure to comply with these requirements may result in penalties being imposed upon the owner and/or applicant.
- Headings are for convenience only and do not affect the interpretation of any condition of this development consent.
- For further information and if there is any difficulty in understanding any of the above conditions please contact the Development Assessment Section on 1300 345 345.

Signature:



Delegated Officer

Sarah Brown - Town Planner

CONDITIONS OF CONSENT

10.2006.3000060.4

Part A: General Matters

Approved Plans and Documentation -

1. The developer is to ensure that the development complies fully with DA0060/2006 as submitted to Council on the 2/11/2005 with supporting documentation except as modified with MOD0062/2008 as submitted to Council on the 22/04/2008 with supporting documentation including the development plans being:

Added by MOD0062/2008

SK1-MOD0062/2008 – Revised Site locality Plan,

SK1-MOD0062/2008 – Revised Main Lodge Floor Plan.

as stamped by the Snowy River Council and attached to this Notice, except where amended by the following conditions of consent:

Added by 10.2006.3000060.4

Plan No.	Plan Title.	Drawn By.	Dated.
DA670_MOD_01	Site Plan	CPS (TP)	19/02/2021
DA670_MOD_02	Ground & Lvl 1 (ML) Floor Plans	CPS (TP)	19/02/2021
DA670_MOD_03	Unit 1, 2, 3, 4 & 5/6 Floor Plans	CPS (TP)	19/02/2021
DA670_MOD_04	Unit Block A, B & C Floor Plans	CPS (TP)	19/02/2021
DA670_MOD_05	North Elevation (ML)	CPS (TP)	19/02/2021
DA670_MOD_06	South Elevation (ML)	CPS (TP)	19/02/2021
DA670_MOD_07	E & W Elevation (ML)	CPS (TP)	19/02/2021

DA670_MOD_08	Unit 1 Elevations	CPS (TP)	19/02/2021
DA670_MOD_09	Unit 2 & 3 Elevations	CPS (TP)	19/02/2021
DA670_MOD_10	Unit 4 Elevation	CPS (TP)	19/02/2021
DA670_MOD_11	Unit 5/6 Elevation	CPS (TP)	19/02/2021
DA670_MOD_12	Unit Block A Elevation	CPS (TP)	19/02/2021
DA670_MOD_13	Unit Block B Elevation	CPS (TP)	19/02/2021
DA670_MOD_14	Unit Block C Elevation	CPS (TP)	19/02/2021

Document Title.	Prepared By.	Dated.
Statement of Environmental Effects	CPS	May 2021
Bushfire Assessment Report	NGH Pty Ltd	29/09/2021

In the event of any inconsistency between the approved plans and the supporting documentation, the plans will prevail.

Reason: It is in the public interest that work is carried out in accordance with the approved plans. Section 4.15(1)(e) of the Environmental Planning and Assessment Act 1979, as amended.

Building Code of Australia – MOD0062/2008

- The development is to comply with the Building Code of Australia ~~2004~~.

Inconsistency between documents

- In the event of any inconsistency between conditions of this consent and the drawings/documents referred to above, the conditions of this consent prevail.

Prescribed Conditions

- The Applicant will comply with the prescribed conditions of development consent under clause 98 of the Regulation.

Disability Discrimination Act 1992

5. This consent does not imply or confer compliance with the requirements of the Disability Discrimination Act 1992.

It is the responsibility of the applicant to guarantee compliance with the requirements of the Disability Discrimination Act 1992. The current Australian Standard AS1428.1 – Design for Access and Mobility is recommended to be referred for specific design and construction requirements, in order to provide appropriate access to all persons within the building.

Part B: Other Approvals**Separate Section 68 Approval to Carry Out Stormwater, Water Supply and Sewerage Works – MOD0062/2008**

6. Notwithstanding the issue of this development consent, separate approval from council under Section 68 of the Local Government Act 1993 must be obtained prior to commencement of stormwater, water supply or sewerage works. In this regard, a S68 Application to Carry Out Stormwater, Water Supply and Sewerage Works must be submitted on councils standard application form and be accompanied by the required attachments and prescribed fee, prior to release of the Construction Certificate.

Part C: Prior to Release of Construction Certificate**Erosion and Sedimentation Control**

7. 1) Soil erosion and sediment control measures will be designed in accordance with the Snowy River Shire Council's DCP E2- Erosion and Sediment Control. Details are to be submitted to the satisfaction of the PCA prior to the issue of the Construction Certificate. Erosion and sediment controls will remain in place until final occupancy certificate has been issued and the maintenance bond (if required) has been released.
- 2) The Construction Certificate Application must include a detailed erosion and sediment control plan (ESCP) for the construction phase of the development, prepared in accordance with the Snowy River Shire Council's

DCP E2- Erosion and Sediment Control.**Asbestos Management Report**

8. If asbestos is present in the existing buildings the submission of a report, prepared by a suitably qualified and experienced asbestos consultant, which indicates the exact nature and extent of asbestos material contained within the site and the proposed remediation measures to be adopted for the removal of the asbestos material from the site to a NSW Environmental Protection Authority registered waste disposal site. This report shall be submitted to the Principal Certifying Authority for its separate approval prior to the issue of the Construction Certificate.

Water Supply

9. The developer shall ensure that full details of the water supply (including existing supply) are provided prior to the issue of the Construction Certificate. These details are to include:
- i) the location and size of any tanks and pumps
 - ii) a site plan showing reticulated pipes including size of pipes and calculation and data used to determine the design.

Part D: Prior to the Commencement of Works**Construction Certificate**

10. The developer is to ensure no site works, construction or building works are to commence without first obtaining a Construction Certificate.

Stormwater and Drainage Works Design

11. Final design plans of the stormwater drainage systems, prepared by a qualified practicing Civil Engineer will be submitted to and approved by Council prior to commencement of stormwater drainage works. The hydrology and hydraulic calculations will be based on models described in the current edition of Australian Rainfall and Runoff.

Appointment of Principal Certifying Authority and Notice of Commencement

12. At least 48 hours prior to the commencement of any works on the site, a "Notice of Commencement of Work and Appointment of PCA Form" will be submitted to Council. This includes that prior to the commencement of works the Applicant will submit to Council:
- (a) A construction certificate for the building work which has been issued by the PCA; and,
 - (b) Evidence that the person having the benefit of the development consent has:
 - i) Appointed a Principal Certifying Authority (PCA) and notified Council in writing of the appointment, irrespective of whether Council or an accredited private certifier is appointed;
 - ii) notified the PCA that the person will carry out the building work as an owner-builder, if that is the case; and,
 - (c) Evidence that the principal PCA has, no later than 2 days before the building work commences:
 - i) notified the consent authority and the Council of his or her appointment, and;
 - ii) notified the person having the benefit of the development consent of any critical stage inspections and other inspections that are to be carried out in respect of the building work; and,
 - (d) Evidence that the person having the benefit of the development consent, if not carrying out the work as an owner-builder has:
 - i) notified the principal PCA of any such appointment; and,
 - ii) unless that person is the principal contractor, notified the principal contractor of any critical state inspection and other inspections that are to be carried out in respect of the building work.

Construction Management Plan

13. Prior to the commencement of any works on the site, a Construction Management Plan will be submitted to and approved by the PCA. The Plan will address, but not be limited to, the following matters where relevant:
- (a) hours of work;

- (b) contact details of site manager;
- (c) traffic management (see also C6 below);
- (d) noise and vibration management (see also C6 below);
- (e) waste management (see also C8 below);
- (f) erosion and sediment control (see also B2);
- (g) flora and fauna management; and,

The Applicant will submit a copy of the approved plan to the Department and Council.

Site Notice

14. Before commencement of any work, a sign must be erected in a prominent, visible position:
- (a) stating that unauthorised entry to the work site is not permitted;
 - (b) showing the name, address and telephone number of the Principal Certifying Authority for the work; and
 - (c) showing the name and address of the principal contractor in charge of the work site and a telephone number at which that person can be contacted at any time for business purposes.

This sign shall be maintained while the work is being carried out and removed upon the completion of the construction works.

Temporary Sanitary Facilities

15. 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.

Each toilet provided must be:

- (a) a standard flushing toilet; and
- (b) connected to either: an accredited sewage management facility or an approved chemical closet.

The toilet facilities shall be provided on-site, prior to the commencement of any works.

Enclosure of the Site

16. The site must be enclosed with a suitable security fence to prohibit unauthorised access, to be approved by the Private Certifying Authority. No building work is to commence until the fence is erected.

Termite Control

17. Prior to the commencement of works, the Applicant will submit to the satisfaction of the PCA (i.e. Council or Private Certifier) documentation confirming the building will be protected from termite attack in accordance with the provisions of Australian Standard AS 3660.1. The submitted documentation will include:
- (a) details of the proposed methods to be used; and
 - (b) certification of works performed;
18. A durable notice must be permanently fixed to the building in a prominent location, such as in the electrical meter box indicating:
- (a) the method of protection;
 - (b) the date of installation;
 - (c) where a chemical barrier is used, its life expectancy as listed on the National
 - (d) Registration Authority label; and
 - (e) the need to maintain and inspect the system on a regular basis.

NOTE: Under slab chemical treatment will not be permitted as the only method of treatment unless the area can be retreated without major disruption to the building.

Asbestos Hazard Management Strategy

19. If asbestos is present in the existing buildings the preparation of an appropriate hazard management strategy by an asbestos consultant pertaining to the removal of contaminated soil, encapsulation or enclosure of any asbestos material is required. This strategy shall ensure any such proposed demolition works involving asbestos are carried out in accordance with the WorkCover Authority's "Guidelines for Practices Involving Asbestos Cement in Buildings". The strategy shall be submitted to the Principal Certifying Authority prior to the commencement of any works.

The approved strategy shall be implemented and a clearance report for the site shall be prepared by a NATA accredited hygienist and submitted to the Principal Certifying Authority prior to the issue of an Occupation Certificate or commencement of the development. The report shall confirm that the asbestos material has been removed or is appropriately encapsulated and that the site is rendered suitable for the development.

Consultation with NSW Work Cover Authority – Prior to Asbestos Removal

20. If asbestos is present in the existing buildings the applicant or appointed contractor is to give NSW Work Cover Authority at least seven days advanced notice, prior to the removal of asbestos from the site.

Sewerage Management Facility Approval

21. That the developer shall not undertake any works pertaining to plumbing and drainage, or the installation of a waste treatment device until such time as an application for these works under section 68 of the Local Government Act 1993 has been assessed and approved by Council.

Part E: During Works

Approved Plans to be On-site

22. A copy of the approved and certified plans, specifications and documents incorporating conditions of approval and certification will be kept on the site at all times and will be readily available for perusal by any officer of the Council or the PCA.

Erosion & Sediment Control

23. The developer is to ensure that where site works are undertaken including all excavations, land clearing and materials storage, all topsoil that is removed is stripped and stockpiled in an appropriate location for future revegetation works. The stockpiled area is to be encircled by a geofabric filter fence.
24. The developer is to ensure that erosion and siltation control measures are installed and maintained on the site for the entire length of the construction

project. Erosion control measures are to include the placement of hay bales staked in the ground or the erection of geofabric filter fencing at the bottom of all areas where cut and fill is carried out and within any existing drainage areas from those cut and fill areas. These control measures are to be in accordance with the requirements of the consent authority and best management practices as outlined in the NSW Department of Housing's "Managing Urban Stormwater: Soils and Construction" Manual (1998) – the Blue Book".

25. The developer shall ensure that erosion and siltation control measures shall be undertaken in accordance with the approved *Erosion and Sediment Control Plan* in respect to any part of the land where the natural surface is disturbed or earthworks are carried out.
26. The developer is to ensure that all works proposed must be designed, constructed and operated to minimise sedimentation, erosion and scour of the banks or bed of the watercourse and to minimise adverse impacts on aquatic and riparian environments.

All-weather Access

27. An all-weather stabilised access point must be provided to the site to prevent sediment leaving the site as a result of vehicular movement. Vehicular movement should be limited to this single access way.

Site Management

28. The developer is to ensure that all builder' sheds, including temporary sanitary closets, must at all times be:
 - (a) located wholly within the site;
 - (b) properly constructed and maintained to industry standards;
 - (c) securely anchored to the ground, and
 - (d) removed upon completion of the project.

Trade Waste

29.
 - (a) The applicant must provide an adequate trade waste service to ensure that all waste material is contained, and removed from the site for the period of construction
 - (b) Building materials used in the construction of the building are not to be deposited or stored on Council's footpath or road reserve, unless prior

approval is obtained from Council.

- (c) The burning of builders waste on site by open fire is prohibited.

Use of Explosives

30. The developer is to ensure that any person considering the use of explosives during construction must at all times:
- (a) be an operator licensed by the Department of Industrial Relations;
 - (b) notify the local police and persons likely to be affected by the blasting;
 - (c) obtain the necessary public liability insurance; and
 - (d) use approved and serviceable blasting mats.

Use of Power Tools

31. The developer is to ensure that work on the development site by all persons using power tools and equipment is limited to the following hours:

Mon – Fri	7.00am to 8.00pm
Saturday	7.00am to 8.00pm
Sunday	8.00am to 8.00pm
Public Holidays	8.00am to 8.00pm

Inspection Notification

32. The Principal Certifying Authority (PCA) (i.e. Council or Private Certifier) is to be given a minimum of 48 hours notice prior to any critical stage inspection or any other inspection nominated by the PCA via the notice under Section 81A of the Environmental Planning and Assessment Act 1979.

Public Access and Site Security

33. It is the responsibility of the applicant to restrict public access to the building site, building works or materials or equipment on the site when building work is not in progress or the site is otherwise unoccupied. In this regard, the developer must ensure that perimeter fencing is provided for all construction sites in accordance with Occupational Health and Safety Regulation 2001.

Fire Safety (Class 2-9 Buildings Only)

34. The developer shall ensure that to provide facilities for suppression of fire during the course of construction, not less than one fire extinguisher to suit A, B and C fires and electrical fires shall be provided at all times on each storey adjacent to each required exit.

Food Storage

35. Any premises used for the storage, preparation or sale of food are to comply with the relevant provisions of the Food Act, 1989. Details of fittings and equipment are to be submitted to the PCA prior to installation.

Food Premises - Construction

36. All walls in the food preparation and food storage areas will be of solid construction, easily washable, lightly coloured and tiled to the height of at least 2 metres above floor level, or where not tiled, cement rendered to provide a smooth even finish to the ceiling.

Note: Stud framed walls will not be acceptable. Intersections of all floors with walls will be covered to a radius of not less than 25mm. Details of fittings and equipment are to be submitted to the PCA prior to installation.

Food Premises - Flooring

37. All flooring materials in the food preparation and storage areas are to be impervious, non slip, non abrasive and capable of withstanding heavy duty operation. Where tiling is to be used epoxy grout finished flush with the floor surface is to be used in joints or alternatively all tiles are to be but joined and free of cracks or crevices. Details of fittings and equipment are to be submitted to the PCA prior to installation.

Revegetation Works

38. The developer is to ensure that at the completion of site works the following landscaping works are carried out:
- (a) topsoil is spread over all disturbed areas* with priority given to cut and fill batters;

- (b) all disturbed areas* are re-vegetated using drylands grass mix with a complete fertiliser;
- (c) all disturbed areas* are to be weed free hay mulched. The hay mulching is to be undertaken by a suitable contractor in accordance with Snowy River Development Control Plan 1998 – Circular R3 Revegetation works.

(* including all footpath areas and adjoining properties where applicable)

Requirements if Asbestos is Present in the Building(s)

- 39. The removal of any asbestos material must be carried out by an approved contractor if over 200 square metres in area in strict accordance with WorkCover Authority requirements.
- 40. A sign shall be erected in a prominent location stating that asbestos removal work is in progress and advising of the project manager and company undertaking the work and relevant contact details.
- 41. The internal floor area affected or likely to be affected, by scattering of asbestos pieces, particles or fibres during demolition or cutting into the building, is to be cleaned by vacuuming by a contractor approved by Workcover. A Clearance Report to certify that the site area is free of asbestos is to be submitted to Council by a NATA registered hygienist within fourteen (14) days of the completion of renovations (or prior to Occupation Certificate being issued).
- 42. The asbestos waste must be collected and stored on-site in impermeable bags inside an adequate waste receptacle pending transportation. The receptacle must be lined and covered in accordance with the bin provider's requirements and S29 of the Protection of the Environment Operations Waste Regulations 1996.
- 43. Transportation of asbestos from the site must comply with the Protection of the Environment Operations Waste Regulations 1996.
- 44. Asbestos waste must be prepared in accordance with WorkCover requirements and disposed of to an EPA licensed landfill site.
- 45. Any demolition works involving asbestos are to be carried out in accordance with the WorkCover Authority's – *Your Guide to Working with Asbestos, "Guidelines for Practices Involving Asbestos Cement in Buildings"*. Transportation and disposal of asbestos materials shall be in accordance with

EPA requirements.

46. In order to prevent the spread of hazardous material, the applicant shall ensure that:
- (a) power tools are not used on any asbestos material;
 - (b) work is undertaken in weather conditions where asbestos dust is unlikely to be blown off site;
 - (c) the work area is dampened to prevent any potential for dust generation;
 - (d) all asbestos waste is dampened prior to being wrapped or otherwise contained in heavy duty plastic material for storage on site within a waste receptacle and later transportation off site;
 - (e) the area affected, or likely to have been affected, by scattering of asbestos pieces, particles or fibres during demolition or cutting into the building is to be cleaned by vacuuming by a contractor approved by WorkCover.

Lead based Paint

47. To prevent contamination of the soil and human health risks associated with lead dust, safeguards must be used when removing flaking paint or sanding paint surfaces that are suspected to contain lead.

Part F: Prior to Occupation or Commencement of Use**POC_31 Establishment of Asset Protection Zone on Lot 1 DP 855767**

Prior to the issue of an Occupation Certificate, the applicant will provide to Council evidence that an easement is registered on Lot 1 in DP 855767 in favour of Lot 9 in DP 245722 for the purpose of establishing an Asset Protection Zone (APZ).

This easement is to be registered on the title of the subject lot and an 88b instrument is to be prep to reflect this requirement.

Council must be satisfied that an easement has been created prior to the occupation of the building.

Reason: to ensure compliance with condition AS_01 (1) and the maintenance of the APZ in perpetuity.

Occupancy Certificates

48. An Occupation Certificate must be issued by the Principal Certifying Authority prior to occupation or use of the development. In issuing an Occupation Certificate, the Principal Certifying Authority must be satisfied that the requirements of Section 109H of the Environmental Planning and Assessment Act 1997 have been complied with as well as all of the conditions of the Development Consent.

Certificates for Class 1a, 1b and 10a buildings

49. A certificate prepared by an appropriate qualified person is to be submitted for the following building components, certifying to the PCA (i.e. Council or Private Certifier) that the nominated works have been carried out in accordance with the Building Code of Australia, relevant Australian Standards and any conditions of Development Consent. Works are not to progress past this point until the PCA has confirmed that this condition has been satisfied.

- (a) Truss certificate
- (b) Wet seal certificate
- (c) Roof fixers certificate
- (d) Plumber's certificate for tempered water (bathroom max 50^o)
- (e) Smoke alarm certificate per AS3786
- (f) Termite certificate as per AS 3660.1
- (g) Any engineer's certificate
- (h) Fire separation certificate in accordance with requirements of the BCA .

Certificates for Class 2 - 9 buildings

50. A certificate prepared by an appropriate qualified person is to be submitted for the following building components, certifying to the PCA (i.e. Council or Private Certifier) that the nominated works have been carried out in accordance with the Building Code of Australia, relevant Australian Standards and any conditions of Development Consent. Works are not to progress past this point until the PCA has confirmed that this condition has been satisfied.

- (a) Termite protection
- (b) Penetration/sealing systems
- (c) Waterproofing
- (d) Survey
- (e) Sound/fire rated construction
- (f) Windows and doors

- (g) Glass in buildings
- (h) Handrails and balustrades
- (i) Materials including fire hazard characteristics
- (j) Roof covering
- (k) Roof trusses
- (l) Engineers (structural)
- (m) Engineer's (mechanical - including smoke hazard management, automatic smoke exhaust system, smoke and heat vents and automatic stair pressurization system)
- (n) Fire protection contractors (including fire hydrants, sprinkler systems, hydrants and hose reels, fire detection and alarm systems, emergency warning and inter-communication system)
- (o) Emergency lighting and exit signs
- (p) Fire resisting construction
- (q) Fire doors, smoke doors, fire windows and fire shutter

Fire Safety Certificate (Class 2-9 Only)

51. A Fire Safety Certificate will be furnished to the PCA (i.e. Council or Private Certifier) for all the Essential Fire or Other Safety Measures forming part of this approval prior to issue of an Occupation Certificate. As soon as practical after a Fire safety Certificate is issued, the owner of the building to which it relates:
- (a) Must cause a copy of the certificate (together with a copy of the current fire safety schedule) to be given to the Commissioner of New South Wales Fire Brigades, and
 - (b) must cause a further copy of the certificate (together with a copy of the current fire safety schedule) to be prominently displayed in the building.

Annual Fire Safety Statement (Class 2-9 Only)

52. An Annual Fire Safety Statement must be provided to Council and the NSW Fire Brigade commencing within 12 months after the date on which the consent authority initial Fire Safety Certificate is received.

Advertising Signage

53. No external advertising or business signage is approved by this approval. Any future signage will be the subject of a separate development application, where statutorily required.

Completion of Sewerage Management Facility

54. The developer shall ensure that if work relating to the installation of the approved waste water treatment system is not completed prior to a request for an occupation certificate, the developer shall ensure that all waste water drainage from the development is connected to the existing 27000 litre steel pump out tank. All work associated with such a connection shall be inspected by Council and approved prior to the issue of the Occupancy Certificate. The operator shall submit to Council a copy of the receipt (detailing the amount of effluent removed and date) for each pump out service.

Part G: Use of Site**Annual Fire Safety Certification**

55. The owner of the building will certify to Council every year that the essential services installed in the building for the purpose of fire safety have been inspected and at the time of inspection are capable of operating to the required minimum standard. This purpose of this condition is to ensure that there is adequate safety of persons in the building in the event of fire and for the prevention of fire, the suppression of fire and the prevention of spread of fire.

Stormwater Management Plan

56. The developer shall ensure that all on-site storm water is treated in accordance with the approved Stormwater and Drainage Design (as per Condition No. 10).

Rainwater Tanks

57. All fixtures connected to the supply system are marked 'RAINWATER'.
58. The developer shall ensure that rainwater tanks are de-sludged every three years.
59. The tank is enclosed and inlets screened, so as to prevent the entry of foreign matter and to prevent mosquito breeding.
60. The developer shall ensure that the roof catchment area is kept clear of overhanging vegetation.

61. Pumps are to be covered or screened to avoid noise nuisances to neighbouring properties.
62. The developer shall ensure that all storm water that is not collected by the tank is directed away from tank foundations, buildings or other structures onto gardens or into rubble pits or directly to the road drainage system such that it does not cause nuisance to neighbouring properties.

Rainwater Tanks - Underground

63. The developer shall ensure that any underground rainwater tanks are sealed to prevent any surface water entering the tank.

Off-Street Car Parking

64. The developer is to ensure that a minimum of 15 car parking spaces are provided on-site for this development in accordance with the approved Site Plan and Council's DCP Circular C1 – Off-street Carparking. The car parking spaces must:
 - (a) each be a minimum of 5.5m long and 2.6m wide;
 - (b) be clearly marked for use by occupants of each dwelling;
 - (c) be surfaced; and
 - (d) be accessible at all times.

External Finishes

65. The developer is to ensure that the external type, colour and texture of materials to be used on the project shall be consistent with those of the existing development.
66. Any outbuildings or other ancillary structures are to be finished in colours and materials of natural earthy tones and low reflective quality to blend with the surroundings. The driveway is to be finished in dark earth tones.

Amenity

67. The developer shall ensure that lighting of the premises is to be directed so as not to cause nuisance to the owners or occupiers of adjoining premises or to motorists on adjoining or nearby roads.

Storage of Goods and Materials

68. All goods, materials and equipment shall be stored within the building and no part of the land shall be used for purposes of storage.

Occupancy Rates - Building

69. The buildings are to be occupied by a number of persons not exceeding the number listed in the following schedule:

A Frame – Main Building

0 Persons

Units 1,2 & 3 (type B)

6 persons

Unit 4 (type A)

4 persons

Unit 5 (type C)

6 persons

Units 6,7 & 8 (Type D)

12 persons

Staff Accommodation

4 persons

Total Number of Persons

70. The proposed development is not to be occupied by more than 68 persons at

any one time with only 64 guests permitted.

Commencement of Works Notice

71. At least 2 days prior to commencement of works on-site, a notice of commencement (refer attached form) is to be submitted to Council in accordance with the provisions of section 81(2)(c) of the Environmental Planning & Assessment Act 1979. Failure to notify Council prior to commencement may lead to the instigation of legal action.

Vegetation Clearing

72. The developer shall obtain separate development consent for the *clearing* of native vegetation prior to the commencement of works on site.

Driveways (Rural Development)

73. The developer is to ensure that the vehicular access road to the proposed development is constructed and maintained in accordance with the requirements of the Department of Land and Water Conservation pamphlet "Guidelines for the Planning, Construction and Maintenance of Trails".
74. The developer is to ensure that in conjunction with the "Guidelines for the Planning, Construction and Maintenance of Trails" the vehicular access road is constructed in accordance with the following standards:
- (a) The road must be 4 metres wide;
 - (b) Cross slope of the road must be no greater than 1:14 or 7% (i.e. a 28cm drop over 4 metres); and
 - (c) Road gradients must not exceed 16.7% (1:6) for gravel construction and 20% (1:5) for sealed surfaces.
75. The developer is to ensure that a dish drain vehicle crossing is constructed from the access road onto the land. Where a dish drain vehicle crossing is not practical, a pipe culvert vehicle crossing is to be provided. The pipe culvert is to be a minimum of 375mm in diameter constructed of reinforced concrete.

General Terms of Approval (Bushfire Safety Authority) – NSW Rural Fire Service

76. ~~Asset Protection Zones are to be provided in accordance with the Sketch of proposed for Ultimo Lodge and Table 5.1 of the Bushfire Protection Assessment prepared by NGH Environmental (dated October 2005 amended 23.02.2006) and are to be maintained in accordance with Section 4.2.2 of Planning for Bushfire Protection 2001. A section 88B Restriction as to User that is mutually agreed to by all land owners involved shall be established for the provision of any part of the Asset Protection Zone that extends onto adjoining land as identified in the Bushfire Protection Assessment.~~
77. ~~Construction shall comply with AS2959-1999 Level 1 'Construction of Buildings in Bushfire Prone Areas'.~~
78. ~~All openings for existing windows shall be screened with non-corrosive mesh to prevent the entry of wind-blown embers. If screens can not be fitted to the outside of the windows an alternate solution may be used that has the same performance outcome (i.e. screens on the inside that will prevent the entry of embers).~~
79. ~~The existing loop road and new driveway shall comply with Section 4.3.2 of planning for bushfire protection 2001.~~
80. ~~A tank with a capacity of 50,000 litres for the exclusive use of bushfire fighting purposes shall be provided as indicated in the Bushfire Protection Assessment. A 65mm storz fitting and ball gate valve shall be installed in the tank. The tanks shall be sited so a fire fighting vehicle can park within 6 metres and access to the tank shall comply with Section 4.3.3 of Planning for Bushfire Protection 2001.~~
81. ~~A Bush Fire Evacuation Plan is to be submitted to the NSW Rural Fire Service Development Control Services for approval. The evacuation plan is to detail the following:~~
- ~~a. Under what circumstance will the complex be evacuated~~
 - ~~b. Where will all persons be evacuated to, both onsite and offsite~~
 - ~~c. Roles and responsibilities of persons co-ordinating the evacuation~~
 - ~~d. Roles and responsibilities of persons remaining at the complex after evacuation~~
 - ~~e. A procedure to contact the NSW Rural Fire Service District Office/NSW Fire Brigade and inform them of the evacuation and where they will be evacuated to.~~

Added By 10.2006.3000062.4

AS_01 Agency Specific - RFS

Asset Protection Zones

Intent of measures: to provide suitable building design, construction and sufficient space to ensure that radiant heat levels do not exceed critical limits for firefighters and other emergency services personnel undertaking operations, including supporting or evacuating occupants.

1. Prior to operating and/or the issue of any Construction or Occupation Certificate, an easement under section 88b of the Conveyancing Act 1919 allowing the maintenance of the Asset Protection Zone (APZ) on the adjoining land is to be created over Lot 1 in DP 855767 in favour of the site (Lot 9 in DP 245722) to the extent of the repetitive 'X' outline as shown in the stamped site plan (prepared by Alex Goldfinch Architect, job no. 2408, dwg no. da 01 A, dated oct 2005) being SK1-MOD0062/2006 of Snowy River Shire Council's modification application no. MOD0062/2006 approved on 29 September 2008. The APZ on the adjoining land must be managed in perpetuity by the person with the benefit of this consent as outlined in Appendix 4 of Planning for Bushfire Protection 2019 and the NSW Rural Fire Service's document Standards for asset protection zones. The maximum allowable outer protection area (OPA) is 15 metres with the remainder of the APZ managed as an inner protection area (IPA). The Council is to be nominated as the authority having the power to release, vary or modify the easement.
2. Prior to operating and/or the issue of any Construction or Occupation Certificate, the approved and proposed APZs (including the APZ on the adjoining land) as shown in Figure 9-1, Appendix C of the bush fire report prepared by NGH Pty Ltd, project no. 21-027, dated 29/09/2021 must be managed in perpetuity by the person with the benefit of this consent as outlined in Appendix 4 of Planning for Bushfire Protection 2019 and the NSW Rural Fire Service's document Standards for asset protection zones. The maximum allowable outer protection area (OPA) is 15 metres with the remainder of the APZ managed as an inner protection area (IPA).

Construction Standards

Intent of measures: to provide suitable building design, construction and sufficient space to ensure that radiant heat levels do not exceed critical limits for firefighters and other emergency services personnel undertaking operations, including supporting or evacuating occupants.

3. Works (including rectification works) approved under modification application no. MOD006212006 on 29 September 2008 must comply with AS3959 - 1999 Level 1 Construction of Buildings in bushfire prone areas.
4. New construction (including works seeking retrospective approval) that are proposed under this modification application (no.10.2006.3000060.004, submitted 26 May 2021) for the main building and unit block 5/6 (except for the south western elevation/s) must comply with Sections 3 and 6 (BAL 19) of the Australian Standard AS3959-2018 Construction of buildings in bush fire-prone areas or NASH Standard (1.7.14 updated) National Standard Steel Framed Construction in Bushfire Areas - 2014 as appropriate, and Section 7.5 of Planning for Bush Fire Protection 2019.
5. New construction (including works seeking retrospective approval) that are proposed under this modification application (no.10.2006.3000060.004, submitted 26 May 2021) on the south western elevation/s of the main building and unit block 5/6 must comply with Sections 3 and 5 (BAL 12.5) of the Australian Standard AS3959-2018 Construction of buildings in bush fire-prone areas or NASH Standard (1.7.14 updated) National Standard Steel Framed Construction in Bushfire Areas - 2014 as appropriate, and Section 7.5 of Planning for Bush Fire Protection 2019.
6. New construction (including works seeking retrospective approval) that are proposed under this modification application (no. 10.2006.3000060.004, submitted 26 May 2021) for all other units must comply with Sections 3 and 5 (BAL 12.5) of the Australian Standard AS3959-2018 Construction of buildings in bush fire-prone areas or NASH Standard (1.7.14 updated) National Standard Steel Framed Construction in Bushfire Areas - 2014 as appropriate, and Section 7.5 of Planning for Bush Fire Protection 2019.
7. All openings for existing windows shall be screened with non-corrosive mesh to prevent the entry of windblown embers. If screens cannot be fitted to the outside of the windows an alternate solution may be used that has the same performance outcome (Le. screens on the inside that will prevent the entry of embers).
8. The existing doors shall be fitted with draught excluders or weather strips.
9. Any class 10b structures as defined per the National Construction Code proposed under this modification application (no. 10.2006.3000060.004, submitted 26 May 2021) must be non-combustible or hardwood.

Access - Property Access

Intent of measures: to provide safe operational access for emergency services personnel in suppressing a bush fire, while residents are accessing or egressing

an area.

10. The existing loop road and new driveway shall comply with Section 4.3.2 of Planning for Bushfire Protection 2001.

Water and Utility Services

Intent of measures: 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.

11. The provision of water, electricity and gas must comply with the following in accordance with Table 6.8c of Planning for Bush Fire Protection 2019:

- A 50,000 litre static water supply tank must be provided on site;

- . a connection for firefighting purposes is located within the IPA or non-hazard side, and away from the structure;

- 65mm Storz outlet with a ball valve is fitted to the outlet;
- ball valve and pipes are adequate for water flow and are metal;
- supply pipes from tank to ball valve have the same bore size to ensure flow volume;
- underground tanks have an access hole of 200mm to allow tankers to refill direct from the tank;
- a hardened ground surface for truck access is supplied within 4m;
- above-ground tanks are manufactured from concrete or metal;
- raised tanks have their stands constructed from non-combustible materials;
- unobstructed access be provided at all times;
- underground tanks are clearly marked;
- tanks on the hazard side of a building are provided with adequate shielding for the protection of firefighters;
- all exposed water pipes external to the building are metal, including any fittings;
- where pumps are provided, they are a minimum 5hp or 3kW petrol or diesel-powered pump, and are shielded against bush fire attack;
- any hose and reel for firefighting be connected to the pump and be 19mm internal diameter, and fire hose reels are constructed in accordance with AS/NZS 1221:1997, and installed in accordance with the relevant clauses of AS 2441:2005;
- where practicable, electrical transmission lines are underground;
- where overhead, electrical transmission lines are proposed as follows:

- lines are installed with short pole spacing (30m), unless crossing gullies, gorges or riparian areas; and
- no part of a tree is closer to a power line than the distance set out in accordance with the specifications in ISSC3 Guideline for Managing Vegetation Near Power Lines.
- reticulated or bottled gas is installed and maintained in accordance with AS/NZS 1596:2014 and the requirements of relevant authorities, and metal piping is used;
- all fixed gas cylinders are kept clear of all flammable materials to a distance of 10m and shielded on the hazard side;
- connections to and from gas cylinders are metal;
- polymer-sheathed flexible gas supply lines are not used; and
- above-ground gas service pipes are metal, including and up to any outlets.

landscaping Assessment

Intent of measures: to provide suitable building design, construction and sufficient space to ensure that radiant heat levels do not exceed critical limits for firefighters and other emergency services personnel undertaking operations, including supporting or evacuating occupants.

12. Any new landscaping within the required asset protection zone must comply with Appendix 4 of Planning for Bush Fire Protection 2019. In this regard, the following principles are to be incorporated:
 - A minimum 1 metre wide area (or to the property boundary where the setbacks are less than 1 metre), suitable for pedestrian traffic, must be provided around the immediate curtilage of the building;
 - Planting is limited in the immediate vicinity of the building;
 - Planting does not provide a continuous canopy to the building (i.e. trees or shrubs are isolated or located in small clusters);
 - landscape species are chosen to ensure tree canopy cover is less than 15% (IPA), and less than 30% (OPA) at maturity and trees do not touch or overhang buildings;
 - Avoid species with rough fibrous bark, or which retain/shed bark in long strips or retain dead material in their canopies;
 - Use smooth bark species of trees species which generally do not spread fire up the bark into the crown;
 - Avoid planting of deciduous species that may increase fuel at surface/ground level (i.e. leaf litter);
 - Avoid climbing species to walls and pergolas;
 - locate combustible materials such as woodchips/mulch, flammable fuel stores away from the building;

- locate combustible structures such as garden sheds, pergolas and materials such as timber garden furniture away from the building; and
- low flammability vegetation species are used.

Emergency Management

Intent of measures: to provide suitable emergency and evacuation arrangements for occupants of SFPP developments.

13. A Bush Fire Emergency Management and Evacuation Plan must be prepared consistently with the NSW RFS document: A Guide to Developing a Bush Fire Emergency Management and Evacuation Plan, and AS 3745:2010.

The plan must include, but be limited to, the following:

- Closures and a mechanism for the relocation of guests on days with an 'extreme' or 'catastrophic' fire danger rating or adverse fire activity in the area;
- contact details for the local Rural Fire Service office;
- procedures for co-ordinated evacuation of the site in consultation with local emergency services.

A copy of the Bush Fire Emergency Management and Evacuation Plan should be provided to the Local Emergency Management Committee for its information prior to occupation of the development.

General Advice - Consent Authority to Note

This letter is in response to additional information submitted and supersedes the conditions of the Bush Fire Safety Authority dated 22 March 2006 and correspondence dated 15 August 2006.



PLANNING
LANDSCAPE ARCHITECTURE
ARBORICULTURE
LEVEL 3
397 RILEY STREET
SUNRIE HILLS NSW 2010
PO Box 1074 Broadway NSW 2007
Tel +61 2 8059 7461
info@cpsplanning.com.au

CREATIVE PLANNING SOLUTIONS

PROJECT:

**EXISTING LODGE ACCOMMODATION:
SECTION 4.55 (2) MODIFICATION**

309 WOLLONDIBBY ROAD, CRACKENBACK NSW

PREPARED FOR:

LESLIE FARKASH

DRAWING INDEX

SHEET NUMBER	DRAWING TITLE	SCALE	ISSUE
D470.MOD.01	SITE PLAN	1:200 @ A1	P3
D470.MOD.02	MARK LODGE GROUND AND LEVEL 1 FLOOR PLANS	1:200 @ A1	P3
D470.MOD.03	UNIT 1, 2, 3, 4 & 5 FLOOR PLANS	1:200 @ A1	P3
D470.MOD.04	UNIT BLOCKS A, B & C FLOOR PLANS	1:200 @ A1	P3
D470.MOD.05	MARK LODGE NORTH LEVEL 1/01	1:200 @ A1	P3
D470.MOD.06	MARK LODGE SOUTH LEVEL 1/01	1:200 @ A1	P3
D470.MOD.07	MARK LODGE EAST & WEST HALLWAYS	1:200 @ A1	P3
D470.MOD.08	UNIT 1 ELEVATIONS	1:200 @ A1	P3
D470.MOD.09	UNIT 2 & 3 ELEVATIONS	1:200 @ A1	P3
D470.MOD.10	UNIT 4 ELEVATIONS	1:200 @ A1	P3
D470.MOD.11	UNIT 5 ELEVATIONS	1:200 @ A1	P3
D470.MOD.12	UNIT BLOCK A ELEVATIONS	1:200 @ A1	P3
D470.MOD.13	UNIT BLOCK B ELEVATIONS	1:200 @ A1	P3
D470.MOD.14	UNIT BLOCK C ELEVATIONS	1:200 @ A1	P3

Project: Wollondibby Regional Council
 175 The Rocks Sydney NSW 1588
 Investigation: 19/02/2021
 Date Approved: 19/02/2021
 Client: Leslie Farkash
 Environmental Planning and Assessment Act 1979

Prepared by:
 SNOWY MONROE REGIONAL COUNCIL
 18/02/2021



ISSUE: P3 - FOR CLIENT REVIEW

DATE: 19/02/2021

CONSENT: This plan is submitted to the Council for consent under the provisions of the Local Government Act 1995. The Council is not responsible for the accuracy or completeness of the information provided. The Council is not liable for any loss or damage arising from the use of this plan.

- LEGEND**
- Adult modifications to previously approved development - **ACCOMMODATION**
- Proposed additional modifications for BCA compliance
- Site boundary
- New / reconfigured car parking & driveway arrangements

Access/Driveway Description	By	On	Date
1. New Driveway	1.1.1	1.1.1	1.1.1
2. New Driveway	2.1.1	2.1.1	2.1.1
3. New Driveway	3.1.1	3.1.1	3.1.1
4. New Driveway	4.1.1	4.1.1	4.1.1
5. New Driveway	5.1.1	5.1.1	5.1.1
6. New Driveway	6.1.1	6.1.1	6.1.1
7. New Driveway	7.1.1	7.1.1	7.1.1
8. New Driveway	8.1.1	8.1.1	8.1.1
9. New Driveway	9.1.1	9.1.1	9.1.1
10. New Driveway	10.1.1	10.1.1	10.1.1

EXISTING LODGE ACCOMMODATION: 54.88(3) MODIFICATION
309 WOLLONDIBBY ROAD
CRACKENACK

DRAWING TITLE
SITE PLAN

CLIENT
LESLIE FARKASH

Date: 17/11/2021
 Design: LE
 Project No: 0490
 Rev: 001
 Scale: 1:250 @ A1 / 1:500 @ A3
 SHEET NUMBER: D5670_MOD_01
 REVISION: P3

NOTE: ONCE BLAD CODE IS DETERMINED, TRIMMATE PROTECTION MEASURES ARE TO BE INSPECTED AND UPDATED AS REQUIRED FOR BCA COMPLIANCE

EXISTING STAIRS TO BE MODIFIED TO INCLUDE HANDRAILS & CONTRAST MARKING STRIPS IN ACCORDANCE WITH AS/NZS 1588

REVISED PARKING LAYOUT



Shofty Monumental Council
 1150 Pitt Street, Pitt Street
 Development Consent No. 10/2018/2000024
 Date Approved: 09/11/2021
 Officer: Sarah Evans
 Environment & Planning Department, 11/20/21

DRAFT

ASSUMPTIONS:
 1. All dimensions are in metres.
 2. All dimensions are to the centreline of walls unless otherwise stated.
 3. All dimensions are to the finished floor level unless otherwise stated.
 4. All dimensions are to the finished floor level unless otherwise stated.
 5. All dimensions are to the finished floor level unless otherwise stated.

LEGEND



Sheet Code	Issue Description	By	CHK

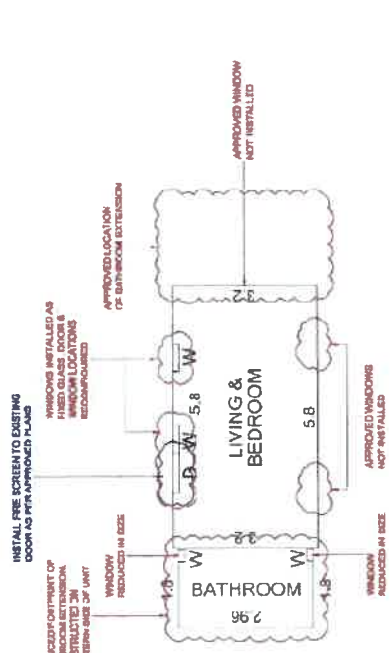
PROJECT
EXISTING LODGE ACCOMMODATION: 54.88(2) MODIFICATION
 309 WOLLONDIBBY ROAD
 CRACKENACK

DRAWING TITLE
 UNIT 1, 2, 3, 4, 5/6;
 FLOOR PLANS

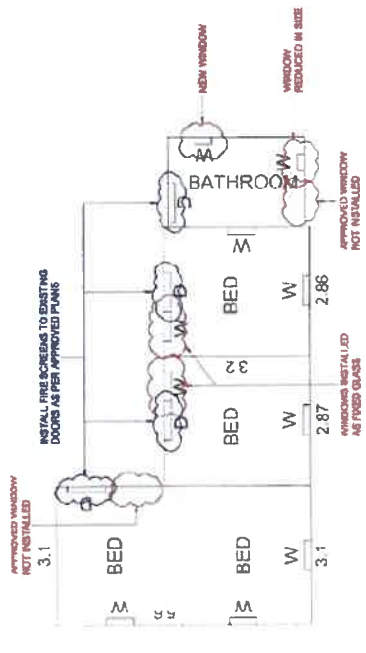
CLIENT
 LESLIE FARKASH

Drawn By: **CAF**
 Checked By: **CAF**
 Project No: **0450**
 Rev: **01**
 Date: **15/08/23**
 Sheet Number: **DRAFT MOD 03**
 Revision: **03**

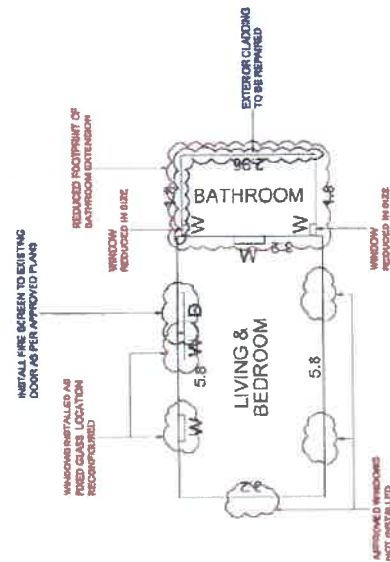
Received
 SNOYMYNARO REGIONAL COUNCIL
 18/05/2021



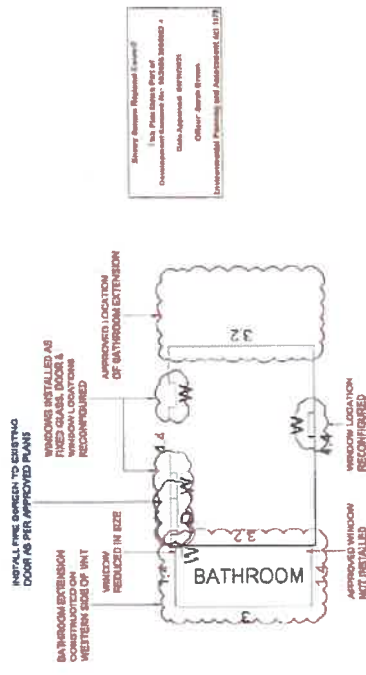
UNIT 2 & UNIT 3 FLOOR PLAN



UNIT 5/6 FLOOR PLAN



UNIT 1 FLOOR PLAN



UNIT 4 FLOOR PLAN

DRAFT

All drawings are to be read in conjunction with the following documents:
 1. The relevant Building Code of Australia (BCA) and any applicable State or Territory legislation.
 2. The relevant Australian Standards (AS) and any applicable State or Territory legislation.
 3. The relevant Australian Standards (AS) and any applicable State or Territory legislation.
 4. The relevant Australian Standards (AS) and any applicable State or Territory legislation.

LEGEND

- As-built modifications to previously approved plans (e.g. 15/15/2004 & 15/00006/2004)
- Proposed optional modifications for future compliance

Map Code Next Description In. Crk. Date

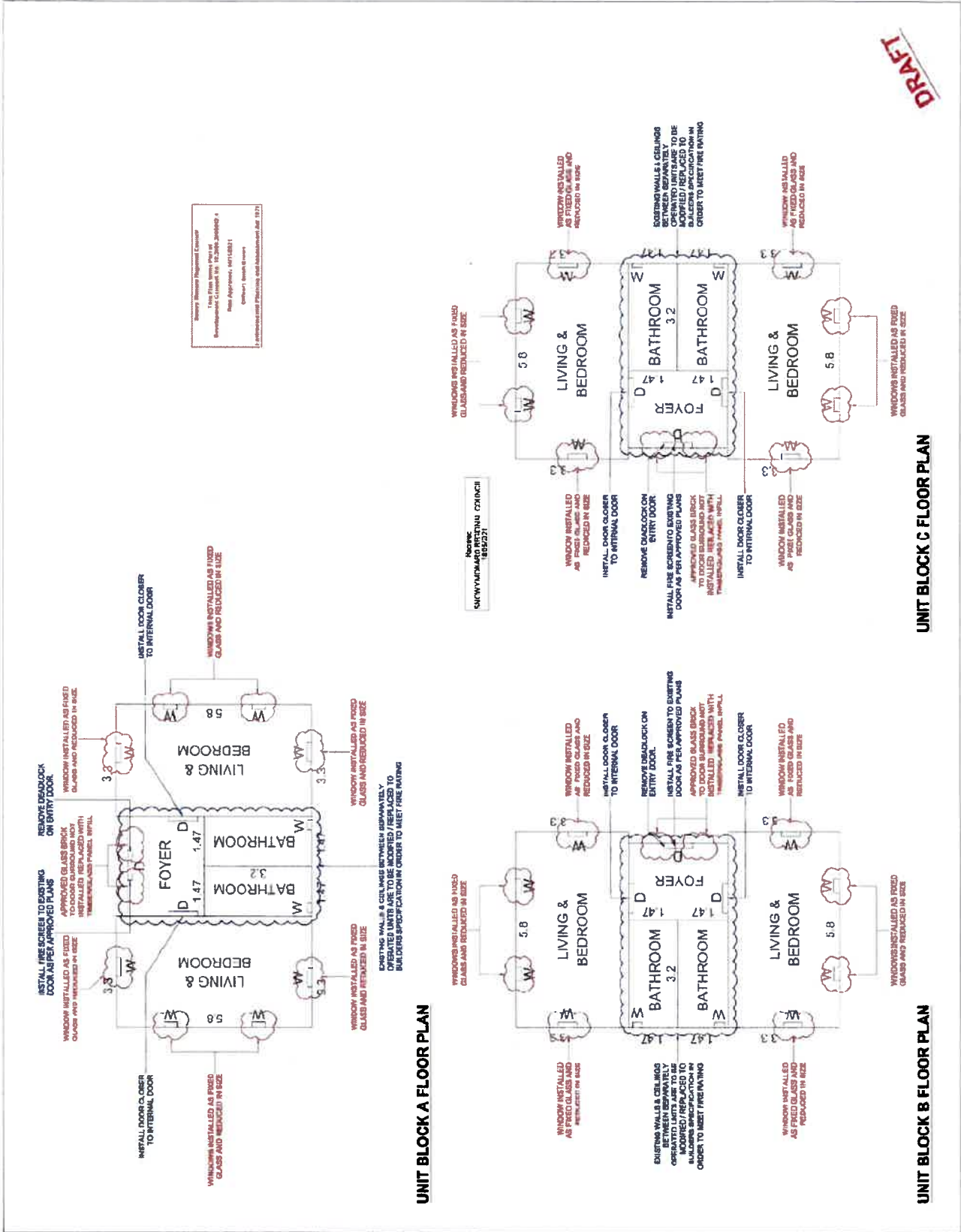
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2	15/00006/2004	15/00006/2004	15/00006/2004
3	15/00006/2004	15/00006/2004	15/00006/2004

PROJECT
 EXISTING LODGE ACCOMMODATION MODIFICATION
 309 WOLLONDBY ROAD
 CRACKENACK
 DRAWING TITLE
 UNIT BLOCK A, B & C FLOOR PLANS

CLIENT
 LESLIE FARKASH

Drawn: TP
 Checked: CREW
 Approved: DMD

1:500 A1/1100 B.A3
 SHEET NUMBER
 DDP, MOD 04
 REVISION P3



UNIT BLOCK A FLOOR PLAN

UNIT BLOCK B FLOOR PLAN

UNIT BLOCK C FLOOR PLAN

DRAFT

PROVISIONAL
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
 ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT BUILDING REGULATIONS AND ALL APPLICABLE STANDARDS.
 ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY AND SHALL BE APPROVED BY THE ARCHITECT.
 ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CURRENT BUILDING REGULATIONS AND ALL APPLICABLE STANDARDS.
 ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

LEGEND



NOTE: EXISTING DIMENSIONS TO BE RESPECTED AND DIMENSIONS AS REQUIRED FOR SCA COMPLIANCE

SHOWN/ADMINISTRATIVE MODIFIED

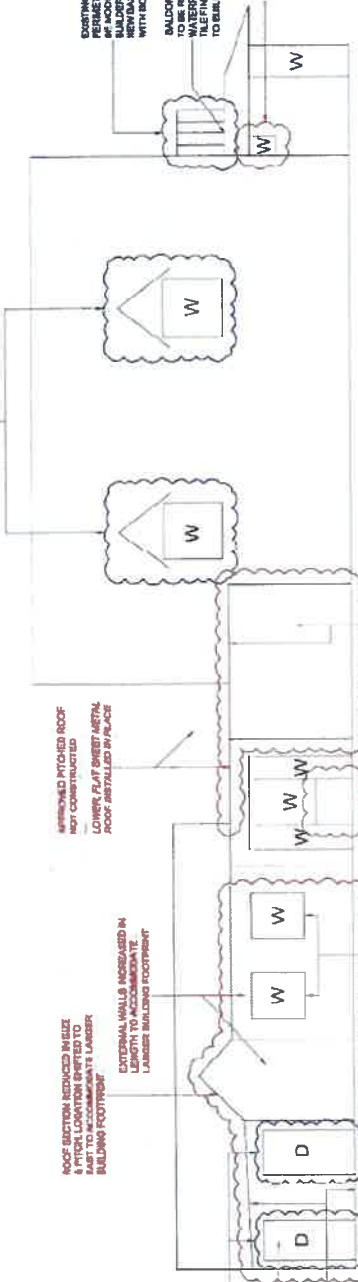
FLOOR LEVEL GLAZING TO COMPLY WITH AS1288-2009

BASE EXTERNAL FINISHES IN BLUE & OTHER LOCATIONS SHOWN TO FAST TO ACCOMMODATE LARGER BUILDING FOOTPRINT

IMPROVED PITCHED ROOF NOT CONSTRUCTED LOWER FLAT ROOF AREA ROOF REINSTALLED IN PLACE

INSTALL RISE SCREENS TO EXISTING DOORS AS PER APPROVED PLANS
 DOOR LOCATION RECONSTRUCTED
 NEW/RECONSTRUCTED BRICK/PAVED CONCRETE VENEER TO BE RECONSTRUCTED OVER STRUCTURE OVER

EXISTING BALUSTRADE TO BE REPLACED BY NEW BALUSTRADE TO COMPLY WITH SCA REQUIREMENTS
 BALCONY WATER DAMAGE TO BE REPAIRED NEW BALUSTRADE TO BE INSTALLED TO BALUSTRADE SPECIFICATION
 NEW WINDOW



NEW/RECONSTRUCTED WINDOW
 NEW EXTERNAL STONE FENCE
 NEW RETAIN WALL AND CONCRETE STEPPED ROOF STRUCTURES

SCALE 1:50
 MAIN LODGE
 NORTH ELEVATION
 MOD. 05

Prepared: William Blomquist (C 200411)
 1/1/2008
 Development Consent No. 03/2008/00002/4
 Date Approved: 04/11/2008
 Officer: Sarah Brown
 Infrastructure Planning and Development Act 2003

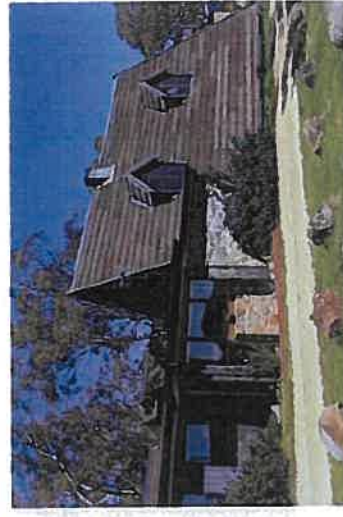


IMAGE 02: MAIN LODGE - NORTH ELEVATION (IMAGE 2 OF 2)
 MODIFIED EXTERNAL FINISHES AS SHOWN



IMAGE 01: MAIN LODGE - NORTH ELEVATION (IMAGE 1 OF 2)
 MODIFIED EXTERNAL FINISHES AS SHOWN

Task Code	Task Description	By	CHE	Date
P1	PREP	WILLIAM BLOMQUIST	W	11/01/08
P2	DESIGN	WILLIAM BLOMQUIST	W	11/01/08
P3	CONSTRUCTION	WILLIAM BLOMQUIST	W	11/01/08

PROJECT
EXISTING LODGE ACCOMMODATION: 34.55(2) MODIFICATION
 309 WOLLOMBIE ROAD
 CRACKENACK
DRAWING TITLE
 MAIN LODGE - NORTH ELEVATION

CLIENT
 LESLIE FARFASH

Drawn: TP
 Original: CLIENT
 Project No: D410
 Revision: 05
 Date: 11/01/08
 Scale: 1:50
 SHEET NUMBER: D410_MOO_05
 REVISION: P3

DRAFT

PROVISIONS:
 All work shall be in accordance with the relevant Australian Standards and Codes of Practice.
 All work shall be completed in accordance with the relevant Australian Standards and Codes of Practice.
 All work shall be completed in accordance with the relevant Australian Standards and Codes of Practice.

LEGEND

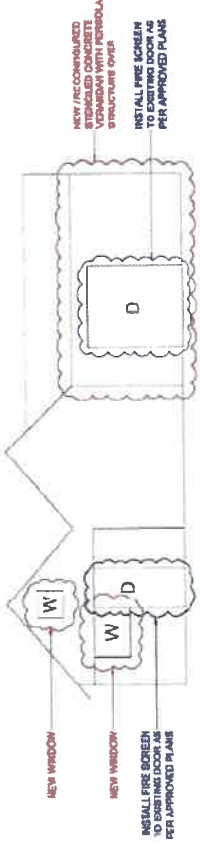
- As-built modifications to existing structures (as shown on approved plans)
- Proposed modifications for BCA compliance
- Proposed additional modifications for bush fire protection



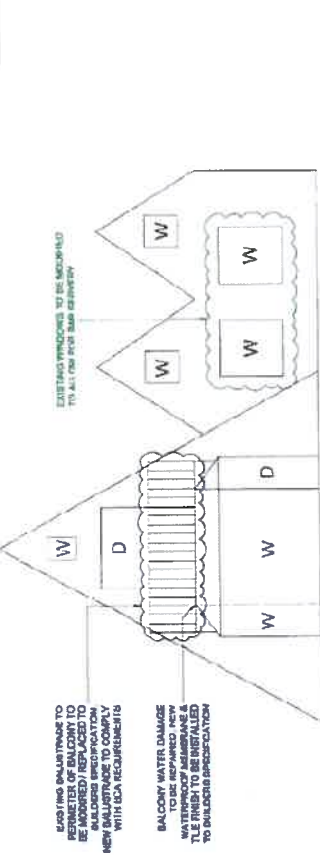
FIGURE 01: MAIN LODGE - EAST ELEVATION
 MODIFIED EXTERNAL FINISHES AS SHOWN



FIGURE 02: MAIN LODGE - WEST ELEVATION
 MODIFIED EXTERNAL FINISHES AS SHOWN



01 MAIN LODGE
 MOD_07 EAST ELEVATION
 SCALE 1:50



02 MAIN LODGE
 MOD_07 WEST ELEVATION
 SCALE 1:50

SNOWY MOUNTAINS REGIONAL COUNCIL
 19/09/2021

Shirley Adams Regional Council
 The Pitt Rivers Park
 Snowy Mountains Highway, 2600, Snowy Mountains
 State, Australia 2621
 Officer: Shirley Adams
 Environmental Planning and Assessment Act 1979

DRAFT

Drawn: TP
 Design: CLH
 Project No: D-170
 Mod No: 07
 L2D/01/1100/01/3
 SHEET NUMBER
 D170_MOD_07
 REVISION
 P3

Mod Code	Mod Description	By	CHK	Date
P1	FOR COMPLETION	TP	CLH	11/09/21
P2	FOR COMPLETION	TP	CLH	11/09/21
P3	FOR COMPLETION	TP	CLH	11/09/21

PROJECT:
**EXISTING LODGE
 ACCOMMODATION:
 S4.8E(3) MODIFICATION
 309 WOLLONDIBBY ROAD
 CRACKENACK**

DRAWING TITLE:
**MAIN LODGE
 EAST & WEST ELEVATIONS**

CLIENT:
LESLIE FARKASH

LEGEND

- As built modifications to previous approved drawings (MOD_006 & MOD_008/2006)
- Proposed external modifications for compliance

Start Code	Start Description	No.	Chg.	Title
01	As built	1	01	01
02	As built	1	01	01
03	As built	1	01	01
04	As built	1	01	01
05	As built	1	01	01
06	As built	1	01	01
07	As built	1	01	01
08	As built	1	01	01
09	As built	1	01	01
10	As built	1	01	01
11	As built	1	01	01
12	As built	1	01	01
13	As built	1	01	01
14	As built	1	01	01
15	As built	1	01	01
16	As built	1	01	01
17	As built	1	01	01
18	As built	1	01	01
19	As built	1	01	01
20	As built	1	01	01

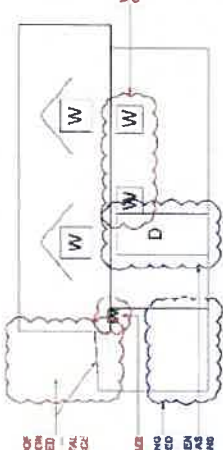
PROJECT
EXISTING LODGE ACCOMMODATION
54.86(2) MODIFICATION
309 WOLLONDIBBY ROAD
CRACKENACK

DRAWING TITLE
UNIT 1 - ELEVATIONS

CLIENT
LESLIE FARKASH

Drawn: IP
Designed: CLIENT
Project No: DUB
Scale: 1:50
SHEET NUMBER: 1/10
REVISION: 1/0
DUPLOMOD_08

Shirley Ripstein, Registered Civil Engineer
11th Floor, Level 11, 111
Development Consent File 15/2019/00002.4
Date Approved: 04/11/2022
Officer: Bill de Bruin
C:\projects\15/2019/00002.4\15222

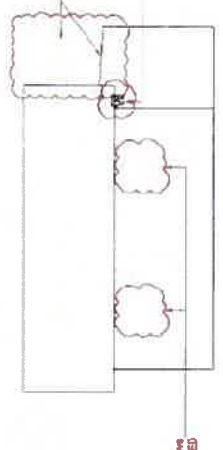


01 UNIT 1 NORTH ELEVATION
MOD_00 NORTH ELEVATION
SCALE 1:50



FIGURE 01: UNIT 1 - NORTH ELEVATION
MODIFIED EXTERNAL FINISHES AS SHOWN

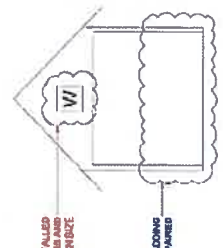
Approved by:
SNOWY MOUNTAIN REGIONAL COUNCIL
18/08/2021



02 UNIT 1 SOUTH ELEVATION
MOD_01 SOUTH ELEVATION
SCALE 1:50



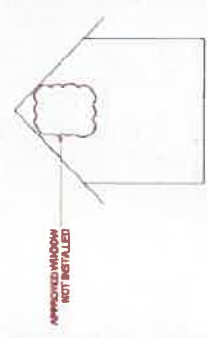
FIGURE 02: UNIT 1 - SOUTH ELEVATION
MODIFIED EXTERNAL FINISHES AS SHOWN



03 UNIT 1 EAST ELEVATION
MOD_06 EAST ELEVATION
SCALE 1:50



FIGURE 03: UNIT 1 - EAST ELEVATION
MODIFIED EXTERNAL FINISHES AS SHOWN



04 UNIT 1 WEST ELEVATION
MOD_05 WEST ELEVATION
SCALE 1:50



FIGURE 04: UNIT 1 - WEST ELEVATION
MODIFIED EXTERNAL FINISHES AS SHOWN

DRAFT

PROVISIONS:
 This Plan is a modification to the original development application and is subject to the same conditions of consent as the original development application.
 Any variations to the original development application must be approved by the Council prior to construction.
 This Plan is subject to the provisions of the Environmental Planning and Assessment Act 1979 and the Environmental Planning and Assessment Regulation 2007.
 This Plan is subject to the provisions of the Building Act 1993 and the Building Regulation 2006.
 This Plan is subject to the provisions of the Local Government Act 1995 and the Local Government Regulation 2005.
 This Plan is subject to the provisions of the Planning Act 2007 and the Planning Regulation 2007.

LEGEND

- Architectural modifications to be approved by the Council
- Proposed external modifications for BCA compliance

Item	Item Description	By	Date
1	PC (for Clarity)	PC	11/11/21
2	PC (for Clarity)	PC	11/11/21
3	PC (for Clarity)	PC	11/11/21
4	PC (for Clarity)	PC	11/11/21
5	PC (for Clarity)	PC	11/11/21

PROJECT
EXISTING LODGE ACCOMMODATION: S4.88(2) MODIFICATION
 300 WOLLOMBY ROAD
 CRACKENACK

DRAWING TITLE
 UNIT 2 & UNIT 3:
 ELEVATIONS

CLIENT
 LESLIE FARKASH

Drawn By: CP
 Checked By: CP
 Project No.: 2020
 Rev No.:
 1:20 (A1) / 1:100 (A3)
 SHEET NUMBER: 07
 REVISION: 03

Approved by the Council
 Development Consent No. 18/00100/001-4
 Date Issued: 11/11/21
 Officer: [Name]
 2. Environmental Planning and Assessment Act 1979

Received
 SHONYA KINARD REGIONAL COUNCIL
 (8/25/21)



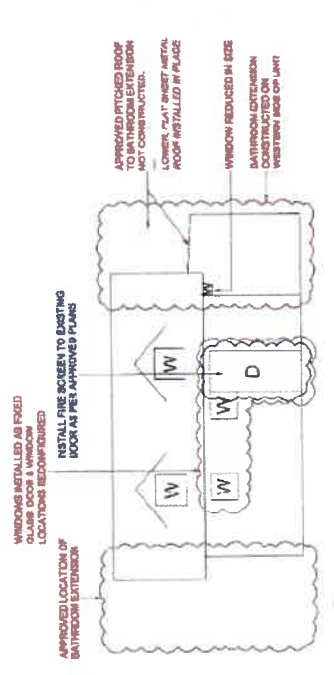
FIGURE 01: UNIT 2 & UNIT 3 - NORTH ELEVATION (UNIT 2 SHOWN)
 MODIFIED EXTERNAL FINISHES AS SHOWN



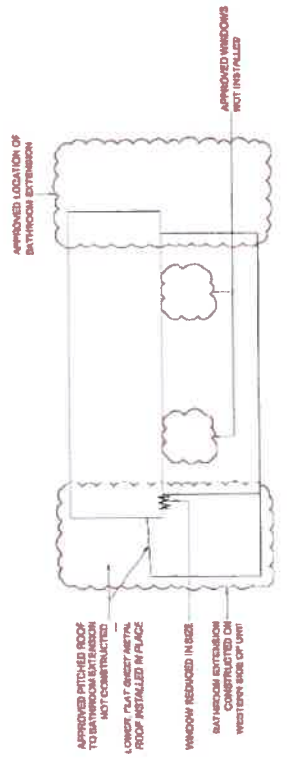
FIGURE 02: UNIT 2 & UNIT 3 - SOUTH ELEVATION (UNIT 2 SHOWN)
 MODIFIED EXTERNAL FINISHES AS SHOWN



FIGURE 04: UNIT 2 & UNIT 3 - WEST ELEVATION (UNIT 2 SHOWN)
 MODIFIED EXTERNAL FINISHES AS SHOWN



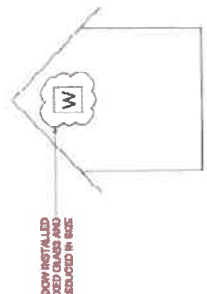
01 UNIT 2 & UNIT 3
 MOD 09 NORTH ELEVATION
 SCALE 1:50



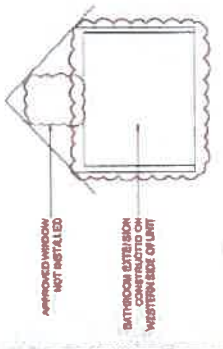
02 UNIT 2 & UNIT 3
 MOD 09 SOUTH ELEVATION
 SCALE 1:50



FIGURE 03: UNIT 2 & UNIT 3 - EAST ELEVATION (UNIT 2 SHOWN)
 MODIFIED EXTERNAL FINISHES AS SHOWN



03 UNIT 2 & UNIT 3
 MOD 09 EAST ELEVATION
 SCALE 1:50



04 UNIT 2 & UNIT 3
 MOD 09 WEST ELEVATION
 SCALE 1:50

DRAFT

NOTES:
 1. All work to be completed in accordance with the approved plans.
 2. All work to be completed in accordance with the approved plans.
 3. All work to be completed in accordance with the approved plans.
 4. All work to be completed in accordance with the approved plans.
 5. All work to be completed in accordance with the approved plans.
 6. All work to be completed in accordance with the approved plans.
 7. All work to be completed in accordance with the approved plans.
 8. All work to be completed in accordance with the approved plans.
 9. All work to be completed in accordance with the approved plans.
 10. All work to be completed in accordance with the approved plans.

LEGEND

- Actual modifications to be completed by the developer prior to construction.
- Proposed additional modifications for BCA compliance.

Drawn	By	Date
PL	PL	19/07/13
PL	PL	19/07/13
PL	PL	19/07/13
PL	PL	19/07/13
PL	PL	19/07/13
PL	PL	19/07/13
PL	PL	19/07/13
PL	PL	19/07/13
PL	PL	19/07/13
PL	PL	19/07/13

PROJECT
EXISTING LODGE ACCOMMODATION: \$4.85(\$3) MODIFICATION
 309 WOLLONDIRBY ROAD
 CRACKENACK

DRAWING TITLE
 UNIT 57/6
 ELEVATIONS
CLIENT
 LESLIE FARLASH

Drawn: TP
 Designed: CLEHT
 Project No: D490
 Plot No: 11/100/9/3
 SHEET NUMBER: D490_MOD_11
 REVISION: P3

City of Newcastle Regional Council
 11/100/9/3
 19/07/2013
 11/100/9/3
 19/07/2013
 11/100/9/3
 19/07/2013



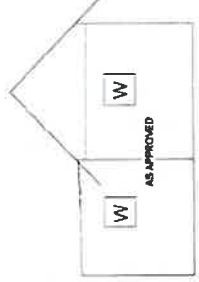
FIGURE 11.1: UNIT 58 - NORTH ELEVATION (GULLY FORM PARTIALLY OBLSCURED). MODIFIED EXTERNAL FINISHES AS SHOWN



FIGURE 11.2: UNIT 58 - SOUTH ELEVATION. MODIFIED EXTERNAL FINISHES AS SHOWN



FIGURE 11.4: UNIT 56 - EAST ELEVATION (GULLY FORM PARTIALLY OBLSCURED). MODIFIED EXTERNAL FINISHES AS SHOWN



SCALE 1:50

APPROVED PITCHED ROOF TO BE CONSTRUCTED AS PER APPROVED PLANS.
 LOWER FLAT SHEET METAL ROOF NOT INSTALLED.
 WINDOWS INSTALLED AS PER APPROVED PLANS.
 APPROVED PITCHED ROOF TO BE CONSTRUCTED AS PER APPROVED PLANS.
 LOWER FLAT SHEET METAL ROOF NOT INSTALLED.

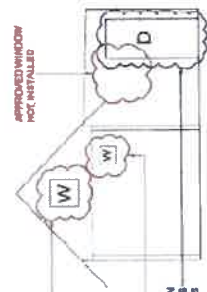
UNIT 56
 MOD. 11
 NORTH ELEVATION
 SCALE 1:50

APPROVED PITCHED ROOF TO BE CONSTRUCTED AS PER APPROVED PLANS.
 LOWER FLAT SHEET METAL ROOF NOT INSTALLED.
 APPROVED WINDOW NOT INSTALLED.
 WINDOW REDUCED IN SIZE AS PER APPROVED PLANS.
 APPROVED WINDOW NOT INSTALLED.

UNIT 58
 MOD. 11
 SOUTH ELEVATION
 SCALE 1:50



FIGURE 11.3: UNIT 56 - WEST ELEVATION (GULLY FORM PARTIALLY OBLSCURED). MODIFIED EXTERNAL FINISHES AS SHOWN



SCALE 1:50

Shaw & Moore Regional Council
 19/07/2013

DRAFT

LEGEND



All modifications to previously approved drawings shall be indicated by a cloud-like shape as shown.



Modifications to drawings for compliance shall be indicated by a cloud-like shape as shown.

No.	Change Description	By	Date
1	Initial Design	LEF	2024/07/15
2	Client Feedback	LEF	2024/07/22
3	Final Design	LEF	2024/07/29
4	Client Approval	LEF	2024/08/05
5	Final Design	LEF	2024/08/12
6	Client Approval	LEF	2024/08/19
7	Final Design	LEF	2024/08/26
8	Client Approval	LEF	2024/09/02
9	Final Design	LEF	2024/09/09
10	Client Approval	LEF	2024/09/16
11	Final Design	LEF	2024/09/23
12	Client Approval	LEF	2024/09/30
13	Final Design	LEF	2024/10/07
14	Client Approval	LEF	2024/10/14
15	Final Design	LEF	2024/10/21
16	Client Approval	LEF	2024/10/28
17	Final Design	LEF	2024/11/04
18	Client Approval	LEF	2024/11/11
19	Final Design	LEF	2024/11/18
20	Client Approval	LEF	2024/11/25
21	Final Design	LEF	2024/12/02
22	Client Approval	LEF	2024/12/09
23	Final Design	LEF	2024/12/16
24	Client Approval	LEF	2024/12/23
25	Final Design	LEF	2025/01/06
26	Client Approval	LEF	2025/01/13
27	Final Design	LEF	2025/01/20
28	Client Approval	LEF	2025/01/27
29	Final Design	LEF	2025/02/03
30	Client Approval	LEF	2025/02/10
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32	Client Approval	LEF	2025/02/24
33	Final Design	LEF	2025/03/03
34	Client Approval	LEF	2025/03/10
35	Final Design	LEF	2025/03/17
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94	Client Approval	LEF	2026/05/11
95	Final Design	LEF	2026/05/18
96	Client Approval	LEF	2026/05/25
97	Final Design	LEF	2026/06/01
98	Client Approval	LEF	2026/06/08
99	Final Design	LEF	2026/06/15
100	Client Approval	LEF	2026/06/22

PROJECT: EXISTING LODGE ACCOMMODATION: 34-58137 MODIFICATION 309 WOLLODIBBY ROAD CRACKENACK

DRAWING TITLE: UNIT BLOCK A ELEVATIONS

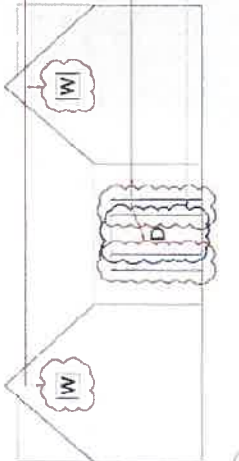
CLIENT: LESLIE FARKASH

Drawn	TF
Designed	CM/TF
Project No.	04/0
Scale	AS SHOWN
Sheet No.	1.00 @ A1 / 1:100 @ A3
Revision	03
Date / Mod	12 / 2025

Energy Efficient Building Compliance? For More Information Please Contact Development Consultant (416) 553-3866/3865 / 4 5000 SHEPPARD AV. EAST UNIT 101 SCARBORA, ONTARIO M1S 4T7



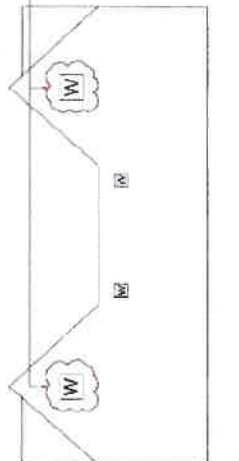
FIGURE 12.1 UNIT BLOCK A - NORTH ELEVATION MODIFIED EXTERIOR FINISHED AS SHOWN



01 UNIT BLOCK A NORTH ELEVATION SCALE 1:50



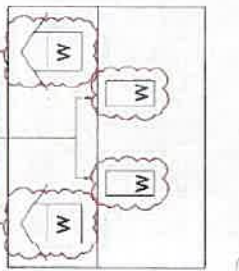
FIGURE 12.2 UNIT BLOCK A - SOUTH ELEVATION MODIFIED EXTERIOR FINISHED AS SHOWN



02 UNIT BLOCK A SOUTH ELEVATION SCALE 1:50



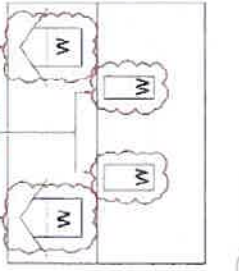
FIGURE 12.3 UNIT BLOCK A - WEST ELEVATION MODIFIED EXTERIOR FINISHED AS SHOWN



04 UNIT BLOCK A WEST ELEVATION SCALE 1:50



FIGURE 12.4 UNIT BLOCK A - EAST ELEVATION MODIFIED EXTERIOR FINISHED AS SHOWN



03 UNIT BLOCK A EAST ELEVATION SCALE 1:50

DRAFT

REVISIONS:
 1. To be added to the drawing after the following:
 2. To be added to the drawing after the following:
 3. To be added to the drawing after the following:
 4. To be added to the drawing after the following:
 5. To be added to the drawing after the following:
 6. To be added to the drawing after the following:
 7. To be added to the drawing after the following:
 8. To be added to the drawing after the following:
 9. To be added to the drawing after the following:
 10. To be added to the drawing after the following:

LEGEND

- As built modifications to previously approved development (PROPOSED/2008 & PROPOSED/2009)
- Proposed additional modifications for BCA compliance

Number	Date	By	Check	Date
1	10/11/2011	WJ	WJ	10/11/2011
2	10/11/2011	WJ	WJ	10/11/2011
3	10/11/2011	WJ	WJ	10/11/2011
4	10/11/2011	WJ	WJ	10/11/2011
5	10/11/2011	WJ	WJ	10/11/2011
6	10/11/2011	WJ	WJ	10/11/2011
7	10/11/2011	WJ	WJ	10/11/2011
8	10/11/2011	WJ	WJ	10/11/2011
9	10/11/2011	WJ	WJ	10/11/2011
10	10/11/2011	WJ	WJ	10/11/2011

EXISTING LODGE ACCOMMODATION: 54.85(2) MODIFICATION: 309 WILLOWBURY ROAD CRACKENACK

DRAWING TITLE

UNIT BLOCK B: ELEVATIONS

CLIENT

LESLIE FARFASH

Drawn: [Name]
 Project No: [Number]
 Plot No: [Number]
 Scale: [Scale]
 Date: [Date]
 Revision: [Number]
 Sheet No: [Number]

Revised: [Date]
 This sheet forms part of:
 Unit Approval: [Number]
 Project: [Name]



FIGURE 13.1 UNIT BLOCK B - EAST ELEVATION
 MODIFIED EXTERNAL FINISHES AS SHOWN

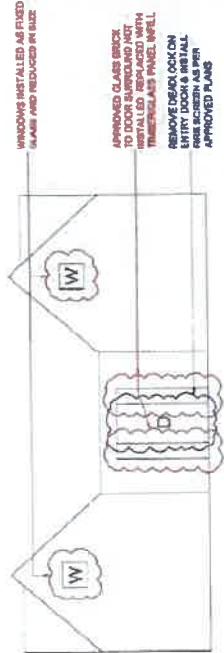


FIGURE 13.2 UNIT BLOCK B - WEST ELEVATION
 MODIFIED EXTERNAL FINISHES AS SHOWN

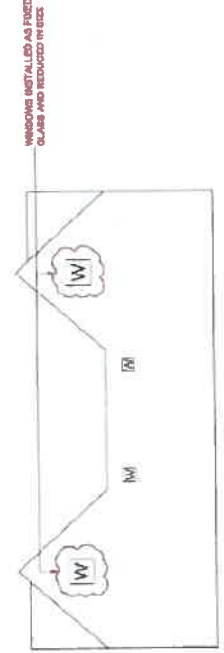


FIGURE 13.3 UNIT BLOCK B - NORTH ELEVATION
 MODIFIED EXTERNAL FINISHES AS SHOWN

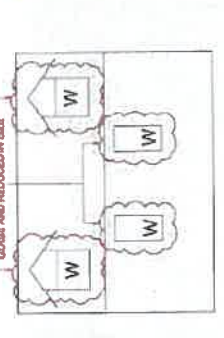
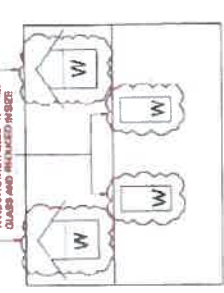


FIGURE 13.4 UNIT BLOCK B - SOUTH ELEVATION (REAL FORM PARTIALLY OBLSCURED)
 MODIFIED EXTERNAL FINISHES AS SHOWN

DRAFT

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LEGEND

Adult modifications
to previously approved
plans (to be used for
TO A6006/2006 &
MCO006/2006)

Proposed enclosure
for a structure
not in compliance
with the current
SCA compliance

Mod. Control No.	Decision	By	Date
11	100 (2010) 00000	11	11/11/10
12	100 (2010) 00000	12	11/11/10
13	100 (2010) 00000	13	11/11/10
14	100 (2010) 00000	14	11/11/10
15	100 (2010) 00000	15	11/11/10

Mod. Control No. of Subsequent Plans (Not for Construction)

PROJECT
**EXISTING LODGE
 ACCOMMODATION:
 54.56(2) MODIFICATION:
 309 WOLLONDIBBY ROAD
 CRACKENACK**

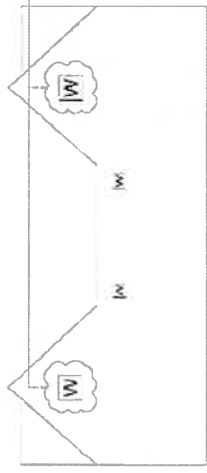
DRAWING TITLE
**UNIT BLOCK C:
 ELEVATIONS**

CLIENT
LESLIE FARLEASH

Drawn: TP
 Designed: CLM
 Checked: DDF
 Approved: For Scale
 1:50 SCALE 1:1000 B.P.S.
 APPROVED FOR
 DATED: MOD. 14 REVISION
 #3

Always Review Approvals & Control
 1. Has Plans Been a Part of
 Development's Review (to 1/10/2010) 5.4
 Date Approved (M/Y/D)
 Officer: Sarah Brown
 [Signature and Position and Approved not left]

WINDOWS INSTALLED AS FIXED
 GLASS AND REDUCED IN SIZE



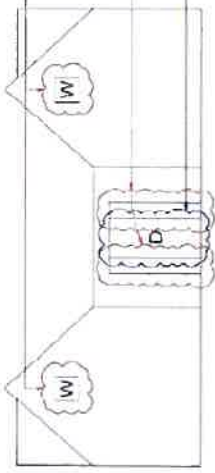
01 UNIT BLOCK C
 MOD. 14 EAST ELEVATION SCALE 1:50



FIGURE 14.1 UNIT BLOCK C - EAST ELEVATION
 MODIFIED EXTERNAL FINISHES AS SHOWN

WINDOWS INSTALLED AS FIXED
 GLASS AND REDUCED IN SIZE

APPROXIMATE GLASS BRICK
 TO DOOR SURROUND NOT
 TO BE INSTALLED. APPROVED
 TIMBER GLASS PANEL WILL
 REPLACE GLASS BRICK ON
 ENTRY DOOR. REINSTALL
 FINE DORMER AIR FLOW
 APPROVED PLANS



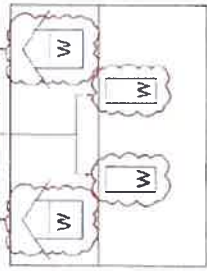
02 UNIT BLOCK C
 MOD. 14 WEST ELEVATION SCALE 1:50



FIGURE 14.2 UNIT BLOCK C - WEST ELEVATION
 MODIFIED EXTERIOR FINISHES AS SHOWN

DORMER WINDOW
 LOCATION PREVIOUSLY FIGURED

WINDOWS INSTALLED AS FIXED
 GLASS AND REDUCED IN SIZE



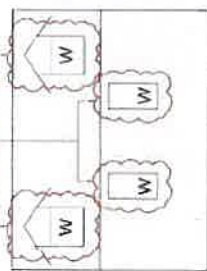
03 UNIT BLOCK C
 MOD. 14 NORTH ELEVATION SCALE 1:50



FIGURE 14.3 UNIT BLOCK C - NORTH ELEVATION
 MODIFIED EXTERIOR FINISHES AS SHOWN

DORMER WINDOW
 LOCATION PREVIOUSLY FIGURED

WINDOWS INSTALLED AS FIXED
 GLASS AND REDUCED IN SIZE



04 UNIT BLOCK C
 MOD. 14 SOUTH ELEVATION SCALE 1:50



FIGURE 14.4 UNIT BLOCK C - SOUTH ELEVATION
 MODIFIED EXTERIOR FINISHES AS SHOWN

Reviewed
 SHOPY MON/REGIONAL COUNCIL

DRAFT



CREATIVE**PLANNING**SOLUTIONS

Statement of Environmental Effects

Section 4.55(2) modification for the regularisation of buildings works, BCA and fire safety upgrades and the construction of a new bar.

Snowy Monaro Regional Council

**This Plan forms Part of
Development Consent No: 10.2006.3000062.4**

Date Approved: 04/11/2021

Officer: Sarah Brown

Environmental Planning and Assessment Act 1979

Recieved
SNOWY MONARO REGIONAL COUNCIL
18/05/2021

309 Wollondibby Road, Crackenback
Lot 9 DP 245722

Prepared for: Ultimo Lodge

Project No: D670

Date: May 2021

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Snowy Monaro Regional Council

**This Plan forms Part of
Development Consent No: 10.2006.3000062.4**

Date Approved: 04/11/2021

Officer: Sarah Brown

Environmental Planning and Assessment Act 1979

Bush Fire Assessment Report

Modification to Tourist Accommodation

September 2021

Project Number: 21-027





Bush Fire Assessment Report

Modification to Tourist Accommodation

September 2021

Project Number: 21-027



Document Verification

Project Title: Modification to Tourist Accommodation

Project Number: 21-027

Project File Name: 21-027 Ultimo Lodge Bush Fire Assessment Final V1.0

Revision	Date	Prepared by	Reviewed by	Approved by
Draft V1.0	16/09/2021	Nick Weigner Brad Draper	Johanna Duck	Brad Draper
Draft V1.1 (minor edits)	22/09/2021	Brad Draper	-	-
Draft V1.2 (update project file name)	23/09/2021	Brad Draper	-	-
Final V1.0	29/09/2021	Brad Draper	-	-

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Bush Fire Assessment Report
Modification to Tourist Accommodation

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Acronyms and abbreviations

APZ	Asset Protection Zone
AS 3959-2018	Australian Standard – Construction of Buildings in Bushfire Prone Areas
BAL	Bush fire Attack Level
BCA	Bush fire Consent Authority
BFMC	Bush Fire Management Committees
BFRMP	Bush Fire Risk Management Plan
BFSA	Bush Fire Safety Authority
BFPL	Bush fire Prone Land
BPL Map	Bush fire Prone Land Map
BPMs	Bush fire Protection Measures
Council	Snowy Monaro Regional Council
EPA Act	<i>Environmental Planning and Assessment Act 1979 (NSW)</i>
EPA Reg	Environmental Planning and Assessment Regulation 2000 (NSW)
FFDI	(Forest) Fire Danger Index (also FDI)
Ha	Hectare
IPA	Inner Protection Area
kW/m ²	kilowatts per square metre (being a measure of radiant heat)
LGA	Local Government Area
NCC	National Construction Standard (comprising Building Code of Australia)
OPA	Outer Protection Area
PBP	Planning for Bush Fire Protection (2019)
RF Act	Rural Fires Act 1997
RF Regulation	Rural Fires Regulation 2013
SFAZ	Strategic Fire Advantage Zone

1. Introduction

Creative Planning Solutions has commissioned NGH to undertake this Bush Fire Assessment Report (BFAR) for proposed modifications to previously approved upgrades to the Ultimo Lodge (formerly known as the Habitat Chalet) at Crackenback, NSW 2627. The Ultimo Lodge is referred to herein as the proposal area.

The proposal seeks to obtain consent for modification to an existing Development Application (DA) number MOD0062/2006 from Snowy Monaro Regional Council (Council) under Section 4.55 of the *NSW Environmental Planning and Assessment Act 1979* (EP&A Act).

The existing development is categorised as tourist accommodation. The existing accommodation facilitates occupancy for sixty-eight (68) people, inclusive of staff. The proposed modification would seek to regularise building works that have been carried out and approve proposed National Construction Code (NCC) and fire safety upgrades to existing structures, refer to design plans in Appendix A. The modifications also include the proposed construction of a small bar within the northwest side of the main lodge building (CPS, 2021).

Council has referred the current application to the NSW Rural Fire Service (NSW RFS). The RFS has sought clarification and additional assessment on the proposed works (refer to Appendix B). This BFAR has categorised the proposed works (refer to Section 2) and where relevant, a bush fire attack level (BAL) assessment has been undertaken.

The proposal involves building and site works that apply to buildings constructed under the NSW RFS' guidelines Planning for Bush Fire Protection (PBP) 2001 and Australian Standard (AS) 3959-1999. Due to differences between historical and current policy, a comparable assessment is provided in Appendix C, identifying the differences between bush fire protection specifications applied under PBP 2001 and the current version of PBP 2019.

1.1 Preface

The existing land use and operation on the site, is for the purpose of tourist accommodation. The land use was originally approved by Council on 9/4/2006 and is referenced as DA0062/2006. A subsequent modification to the original consent was sought. The modification was determined on 29/9/2008, referenced as MOD 0062/2006.

As the land use is a special fire protection purpose development (SFPP), the original proposal received a bush fire safety authority (BFSA) from the Commissioner of the NSW RFS, under Section 100B of the *Rural Fires Act 1997*. The original approval BFSA was assessed against the current version of the NSW RFS' guidelines PBP 2001.

The original proposal was required to demonstrate compliance with the specifications of PBP 2001, in accordance with Conditions 75 – 80 of MOD 0062/2006. Construction for alterations and additions, has occurred over a period of more than 15 years.

The current application seeks to modify the consent, whereby the NSW RFS has asked for retrospective work and new work to comply with the current version of PBP. The current version of the NSW RFS' guideline is PBP 2019, which was given legislative effect on 1 March 2020. Due to changes in the methodology associated with PBP 2019, this assessment raises several critical assessment input differences from the onset, as identified in Table 1-1 below.

Table 1-1 PBP 2001 and PBP 2019 policy differences

Methodology / Measure	PBP 2001	PBP 2019
Forest Fire Danger Index (FDI)	80	80 (per Table A1.12.6)
Vegetation	Woodland (Vegetation Group 2)	Forest (Subalpine Woodlands is categorised as Dry Sclerophyll Forest)
Flame Temperature (SFPP)	1090K	1200K (per Table A1.12.1)
Asset Protection Zone (APZ)	40 to 60 metres (per Table A.2.3)	67 to 93 metres (per Table A1.12.1)
Construction Standards	Level 1 of AS 3959-1999 (up to radiant heat of 14 kW/m ² – conditioned to apply to all building work	BAL-12.5 (<12.5kW/m ²)

The nature of the proposed works (refer to Section 2) is generally minor; no changes are proposed to building footprints or the existing/approved layout of habitable buildings.

The assessment contained herein for the purpose of determining the BAL, has adopted as the originally approved APZ extent (condition 75 of MOD 0062/2006). The APZ is partly located over adjacent land and is subject to registration with Land Registry Services against the title of land identified in Table 1-2 below.

Due to the nature of the works proposed (new and retrospective work, and additional compliance work), a comparable assessment is provided in Appendix C, to consider of the original proposal against the application of current policy objectives and criteria; bearing in mind, the limited extent of the proposed works.

1.2 Subject land and location

The subject land comprises 309 Wollondibby Road, Crackenback (Lot 9 DP245722). An APZ is approved over adjoining land, 261 Wollondibby Road, Crackenback (Lot 1 DP855767) as per DA (MOD0062/2006). The total area of the subject land is approximately 41 hectares. The subject land contains an unnamed watercourse bisecting the site from south to north.

The subject land is listed below in Table 1-2. A map outlining the subject land is provided in Figure 1-1.

Table 1-2 Subject land

Lot	Deposited Plan	Comment
Lot 9	245722	Existing lodge (six buildings). The majority of the site is unmanaged woodland. Unnamed watercourse present.
Lot 1	855767	The majority of the site is unmanaged woodland. Continuation of unnamed watercourse. Applicable for the application of the previously approved APZ (subject to registration with Land Registry Services).

The subject land is located on land mapped by Council as Bush Fire Prone Land (BFPL) as identified in Figure 1-2. As the land is mapped as BFPL, this BFAR has been prepared, in accordance with Section 4.46 of the EP&A Act.

1.3 Purpose of assessment

This BFAR provides an assessment of the proposed modification proposal. Specifically, this reports outlines:

- The statutory and policy requirements for bush fire protection in NSW.
- The proposed works identified in Section 2 could incorporate prescribed bush fire protection measures, and
- Best practice bush fire planning.

The existing and potential bush fire hazards present through the surrounding landscape are assessed against the methodology and specifications prescribed by the NSW RFS guidelines, PBP 2019.

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Figure 1-1 The subject land of the proposal (Source: NGH)

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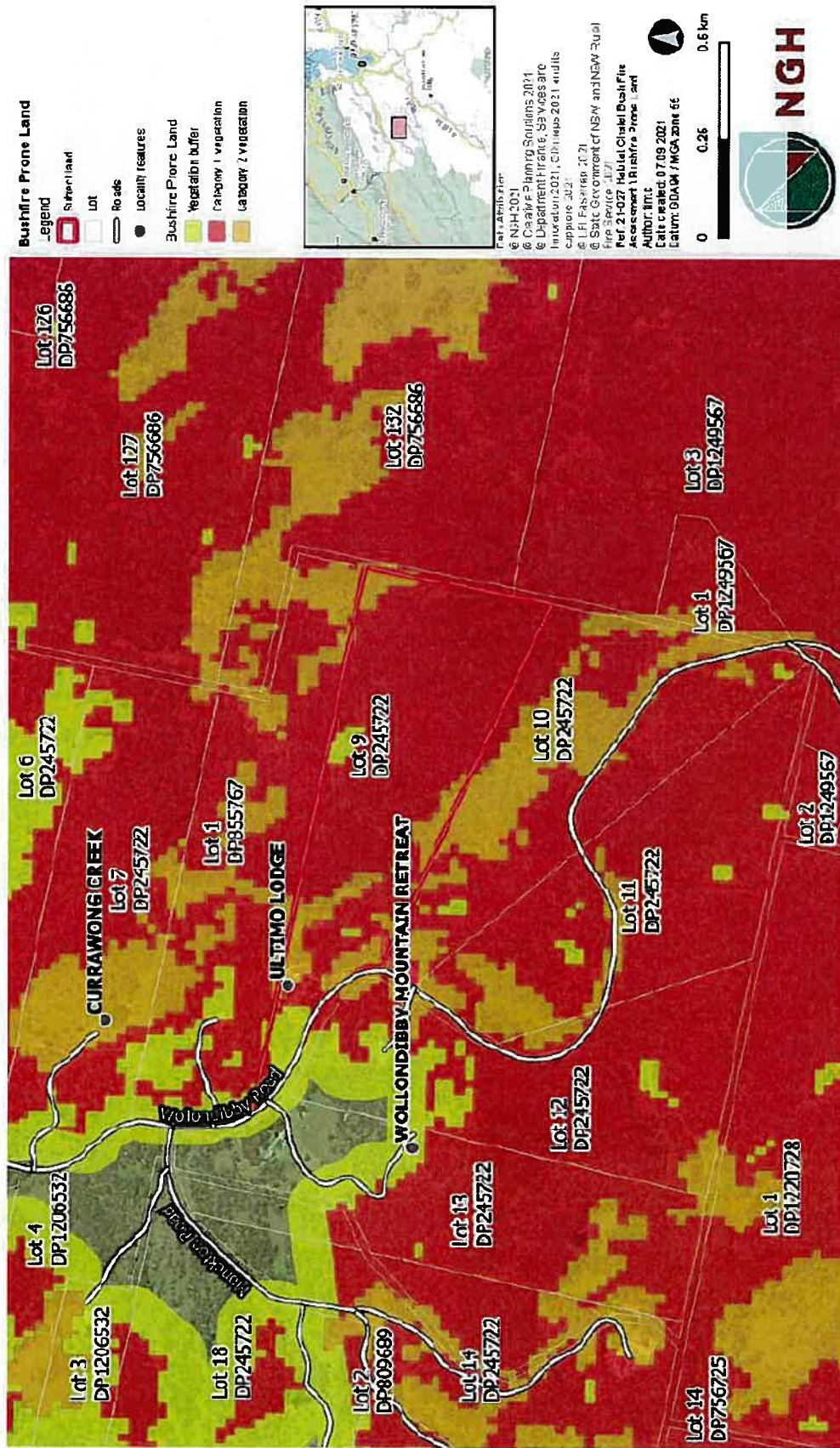


Figure 1-2 Bush fire prone land surrounding the locality (Source: NGH)

2. Proposal

2.1 Project description

The proposal involves alterations to existing development occurring over land zoned E3 (Environmental Management), under the Snowy River Local Environmental Plan (LEP) 2013. As identified in Section 1.2, the tourist accommodation is currently established and operational. The original approval is dated 2006 and subsequent applications for modification have been approved since.

The current proposal involves upgrades to the existing facility to improve operational safety.

2.1.1 Proposed new and retrospective work

The existing development comprises 8 cabins, staff accommodation and a main lodge (dining, administration, servicing). An overview of the existing layout is identified in the site plan provided in Figure 2-1. This report shall be read in conjunction with the accompanying plans provided in Appendix A.

The proposal includes several facets, including seeking approval for the following:

- New work – proposed work, to be constructed/installed following approval.
- Retrospective work – work previously constructed/installed on site. Current plans identify as-built works.

All retrospective and new work proposed is required to consider the current application of PBP 2019. Minor works or upgrades to achieve compliance with the NCC is not considered by this assessment as the conditions 76 & 77 of MOD 0062/2006 approval are considered relevant and as such continue to apply.

The works identified in the Table 2-1 below are limited to external building or layout features, where consideration of bush fire planning guidelines and principles apply. Notwithstanding, application of Section 6.5 of PBP grants concessions to minor and non-structural works; these items are excluded from the assessment. Internal building works (alterations, new fit out and layout modifications) have not been assessed by this assessment.

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Table 2-1 Proposed retrospective and new work

Approval sought	Building / location	Work	Excluded under Section 6.5 of PBP 2019
Retrospective work	Main Lodge	New/relocated doors and new/relocated/resized windows on all elevations.	No
		A new/reconfigured verandah and pergola with an adjoining deck on the building's southeast elevation.	No
		Changes to window glazing.	No
	Units	New/relocated doors and new/relocated/resized windows (some of which have been constructed with fixed glass) and roof dormers. Replacement of glass brick door surrounds with timber/glass panel infills. Consider the current location of Unit A, refer to Appendix C for detailed discussion. Reorientation of two units (Units B and C); no change to approved location.	No No No No
	Site Parking and Civil Works	Relocation of paved pathways connecting the Units to the main lodge area.	Yes
New work	Main Lodge	Upgrades to a deck on the northwest elevation to repair water damage, which include a new waterproof membrane and balustrades (not located >6m from building).	No
		Provide a bar/service area within the existing building footprint (internal alteration). External alteration (changes to glazing and cladding) associated with bar/service area.	Yes No
	Site Parking and Civil Works	Removal of 7 car parking spaces (east). Construct 7 car parking spaces area (west). Amendments to internal access road specifications.	Yes Yes No

2.1.2 Rectification work

Minor works/upgrades to provide compliance with current Australian Standards and relevant guidelines. The works identified in Table 2-2 are viewed as minor compliance matters which provide a safer outcome and are consistent with the original approval and standards/guidelines that are now superseded.

Table 2-2 Proposed rectification work

Building / location	Rectification work (under MOD 0062/2006)	Excluded under Section 6.5 of PBP 2019
All areas	Removal of a 65mm Storz valve from the existing water tank.	Yes
	Removal of filling around structures to expose slabs.	
	Stair upgrades including nosing strips and handrails.	Yes
	Landscaping, drainage infrastructure and associated services.	Yes Yes
Main Lodge	Fire screens.	No
Units	New fire screens.	No
	Repairs to external cladding.	Yes

The addition of new screens (ember protection) to the main lodge and units, is a compliant outcome, which achieves the intent and application of AS 3959-1999. The work would satisfy Condition 76 and 77 of MOD 0062/2006, refer to Appendix D.

2.1.3 Summary of key bush fire considerations - NSW PBP guidelines and objectives

This BFAR has considered the proposal against the NSW PBP guidelines. A summary of bush fire protection measures considered by this assessment are outlined in Table 2-3 below.

Table 2-3 Summary of bush fire protection measures considered.

Bush Fire Protection Measure	Report Section
Asset protection zones	Section 5.1.and Section 6.1
Landscaping	Section 5.2 and Section 6.1
Access	Section 5.4
Water supply and utilities	Section 5.5
Emergency Management	Section 5.6 and Section 6.3
PBP SFPP Objectives	Section 7

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Figure 2-1 Proposal area, including previously approved APZ footprint (Source: NGH)

3. Planning framework

As the proposal is located on BFPL, the DA must demonstrate consideration of, and conformance with relevant legislation and guidelines. This section outlines the relevant requirements and how they relate to this assessment.

3.1 Environmental Planning and Assessment Act 1979

The NSW *Environmental Planning and Assessment Act 1979* (EP&A Act) is the principal planning legislation for the state, providing a framework for the overall environmental planning and assessment of development proposals. Relevant sections of the EP&A Act are discussed below.

Under Section 10.3 of the EP&A Act, Council's must develop a bush fire prone land map every 5 years. The BFPL map designates land as bush fire prone and requires the Commissioner of the NSW RFS to certify the map.

Due to the proposed tourist accommodation being located on BFPL, this assessment has been prepared under Section 4.46(1) of the EP&A Act. Section 4.46 of the EP&A Act identifies additional approvals that are required, in order for development consent to be issued. In this instance, concurrence from the NSW RFS Commissioner, under Section 100B of the *Rural Fires Act 1997* applies, as the proposal is categorised as SFPP.

In accordance with Section 4.46 of the EP&A Act, this report assesses the proposal against the specification and requirements of PBP.

3.2 Rural Fires Act 1997

The *Rural Fires Act 1997* (RF Act) governs fire management and wildfire suppression planning between various agencies and organisations. The Bush Fire Management Committees (BMC) and Bush Fire Risk Management Plan (BFRMP) regulates identifying bush fire risk along with treatment of the risk and ongoing performance, monitoring and review processes.

The objects of the RF Act are to provide:

- *for the prevention, mitigation, and suppression of bush and other fires in local government areas (or parts of areas) and other parts of the State constituted as rural fire districts, and*
- *for the co-ordination of bush firefighting and bush fire prevention throughout the State, and*
- *for the protection of persons from injury or death, and property from damage, arising from fires, and*
- *for the protection of infrastructure and environmental, economic, cultural, agricultural and community assets from damage arising from fires.*

With regard to planning and development within NSW, the RF Act largely functions through application of Section 4.46 of the EP&A Act, specifically through Section 100B of the RF Act.

A DA for SFPP development requires a bush fire safety authority (BFSA) to be issued by the Commissioner of the NSW RFS.

In this instance, a BFSA is required to be issued by the NSW RFS, as the proposal is defined as SFPP by PBP and Section 100B(6) of the *Rural Fires Act 1997*.

3.2.1 Rural Fires Regulation 2013

The Rural Fires Regulation 2013 (RF Regulation), Section 44 outlines specific requirements that apply to proposals that require a BFSA to be issued. As the proposal is defined under the RF Act as SFPP development, and Section 6 of PBP, the requirements of Section 44 of the RF Regulation apply.

As required by Appendix 2 of PBP, requirements such as, but not limited to, the classification of vegetation, slope, APZs, access, water supply requirements are considered within this report.

3.2.2 Snowy Monaro Bush Fire Risk Management Plan 2009

The Snowy Monaro Bush Fire Risk Management Plan (Snowy Monaro BFRMP) (NSW RFS, 2009) identifies the subject land as being within the Snowy Monaro Bush Fire Management Committee (SMBFMC) area. The aim of the BFRMP is to minimise the risk of adverse impact of bush fires on life, property and environment. To achieve the aim of the plan, the objectives of the BFRMP include:

- Reduce the number of human-induced bush fire ignitions that cause damage to life, property and the environment.
- Manage fuel to reduce the rate of spread and intensity of bush fires, while minimising environmental/ecological impacts.
- Reduce the community's vulnerability to bush fires by improving its preparedness, and
- Effectively contain fires with a potential to cause damage to life, property and the environment.

The Snowy Monaro BFRMP identifies large holdings within the landscape (i.e. within 5 kilometres) that are subject to land management, or treatments to achieve strategic fire advantage zones.

3.3 Planning for Bush Fire Protection 2019

Planning for Bush Fire Protection 2019 (PBP 2019) guideline, published by the NSW RFS is a planning document that applies to all development located on land classified as BFPL across NSW.

The aim of PBP is to provide for the protection of human life and minimise impacts on property from the threat of bush fire, while having due regard to development potential, site characteristics and protection of the environment. PBP 2019 indicates that bush fire protection can be achieved through a combination of strategies, which are based on the following principles:

- Control the types of development permissible in bush fire prone areas.
- Minimise the impact of radiant heat and direct flame contact by separating development from bush fire hazards.
- Minimise the vulnerability of buildings to ignition and fire spread from flames, radiation, and embers.
- Enable appropriate access and egress for the public and firefighters.
- Provide adequate water supplies for bush fire suppression operations.
- Focus on property preparedness, including emergency planning and property maintenance requirements, and
- Facilitate the maintenance of APZs, fire trails, access for firefighting and on-site equipment for fire suppression.

The subject land incorporates land mapped by Council as BFPL. As referred to in Section 2.1, the proposal is to apply SFPP specifications. As part of this assessment, consideration has been given to the SFPP objectives of PBP, identified in Table 7-1.

A proposal shall be assessed to identify risks commensurate to the category of development. Once identified, appropriate mitigation measures can be applied to the subject land. PBP applies a suite of BPMs to development on BFPL, which include:

- Access.
- Landscaping.
- Asset protection zone.
- Building construction and design.
- Emergency management arrangements, and
- Water supply and utilities.

This assessment has considered and assessed the BPMs specified under Section 6 of PBP.

3.4 National Construction Code

The National Construction Code (NCC) is prescribed in NSW through the EP&A Act. The NCC prescribes Australian Standard (AS) 3959 as a deemed to satisfy measure, for development on designated bush fire prone land.

3.5 Australian Standard (AS 3959-2018) Construction of buildings in bushfire prone areas

The AS 3959 Construction of buildings in bushfire prone areas is a standard that is applied throughout Australia. In NSW, AS 3959 is a deemed-to-satisfy solution in the NCC, relating to Class 1 and Class 2 buildings and Class 10a structures associated with a Class 1, 2 and 3 buildings, Class 4 parts of a building, Class 9 buildings that are SFPPs, and associated Class 10a buildings and decks.

The standard aims to provide a building with an acceptable level of protection to reduce the risk of ignition from a bush fire as the fire front passes.

Construction requirements identified under AS3959 are able to be applied to all classes of buildings. Chapter 6 of PBP applies AS 3959 to all SFPP development.

4. Consideration of bush fire risk

Appendix 1 of PBP requires the following steps to be undertaken:

Identify APZs

1. Determine vegetation formation in all directions around the building to a distance of 140 metres;
2. Determine the effective slope of the land from the building for a distance of 100 metres;
3. Determine the relevant FFDI for the council area in which the development is to be undertaken; and
4. Match the relevant FFDI, vegetation formation and effective slope to determine the APZ required.

Identify Construction Standard

1. Determine the separation distance by measuring from the edge of the unmanaged vegetation to the closest external wall;
2. Match the relevant FFDI, appropriate vegetation, distance and effective slope to determine the appropriate BAL using the relevant tables; and
3. Refer to Section 3 in AS 3959 and NASH Standard to identify appropriate construction requirements for the calculated BAL.

4.1 Vegetation

Analysis of vegetation up to 140 metres from the proposal area has been conducted by:

- Aerial and satellite imagery to identify vegetation location and cover, and
- Inspection of vegetation within and surrounding the development footprint to confirm vegetation classification and structure.

Vegetation within and surrounding the development footprint land to a distance of 140 metres is assessed in accordance with Keith (2004), and further classified in accordance with PBP.

With reference to PBP, *'Where mixes of vegetation formations are located together, the vegetation formation providing the greater hazard shall be used for the purpose of assessment'*.

Hazard Vegetation

Hazard vegetation is located around the proposal as follows:

- Subalpine Woodland vegetation is located in all directions surrounding the proposal area.
 - Woodland vegetation comprised a low woodland (typically trees no greater than 10m in height) with a grassy understorey, refer to Figure 4-1. Shrubs were present in areas, however sparsely available. Canopy cover was predominantly less than 30%.
- Temperate Montane Grassland is present in isolated pockets, namely east and west of the proposal area. Grassland vegetation is identified in Figure 4-2.

In accordance with Keith (2004), the Subalpine Woodlands would be assessed as Grassy Woodlands for assessment under PBP, as identified in Table 4-1 and Figure 4-4 below.

Table 4-1 Predominant Vegetation Formations found within 140 metres of the Proposal Site

Predominant Vegetation (Keith, D., 2004)	Vegetation Formation (PBP)
Subalpine Woodlands	Grassy Woodlands
Temperate Montane Grassland	Grassland

Non/low-hazard areas

Non/low-hazard areas are categorised as managed land and/or low-fuel areas and are further identified in Table 4-2 and Figure 4-3 below.

Table 4-2 Non/low hazard areas found within the locality.

Non-hazard areas / low fuel areas
Existing
Internal access roads and public (Wollondibby) road.
The built environment (buildings, water storage tanks, storage sheds, hardstand or paved areas.
The approved APZ (once established and maintained for the life of the development).

Vegetation formations and non/low-hazard areas are identified in Figure 4-1 to Figure 4-3 below.



Figure 4-1 Sub-alpine woodland vegetation identified within the proposal area (Source: NGH, 2021)



Figure 4-2 Temperate Montane Grassland is visible within the proposal area, east of the complex (Source: NGH, 2021)



Figure 4-3 The built environment provided within the proposal area, presenting a reduced hazard (Source: NGH, 2021)

4.2 Fuel

Corresponding fuel loads of vegetation formations identified throughout the proposal area, as identified previously in Table 4-1 and Section 4.1 are outlined in Table 4-3 below. Vegetation fuel loads referenced below are referenced in NSW Rural Fire Service Comprehensive Vegetation Fuel Loads (NSW Rural Fire Service, 2019).

Table 4-3 Fuel loads for vegetation formations

Vegetation Formation (Keith, 2004)	Overall Fuel Load (incl. bark and canopy)
Subalpine Woodlands	27.3 t/ha
Temperate Montane Grassland	6.0 t/ha

4.3 Fire weather

A Forest Fire Danger Index (FFDI) of 80 applies to the Monaro Alpine Region, as set out in the NSW RFS' NSW Local Government Areas FDI (NSW Rural Fire Service, 2017).

4.4 Local topography

In terms of fire risk, PBP indicates that effective slope is considered the slope under the vegetation which would most significantly influence the bush fire behaviour.

The effective slope is determined by assessment of topography over a distance of 100 metres. The evaluation of slope was confirmed by use of topographic mapping, LiDAR Data (1m Digital Elevation Model) and visual inspection. Table 4-4 is categorised in accordance with A1.4 of PBP.

Table 4-4 Effective Slope (over 100 metres) under predominant vegetation formations

Transect	Effective Slope	Description / Comments
A	Downslope 5 - 10	Steady and continuous fall in topography, under Sub-alpine woodland vegetation.
B	Downslope 0 – 5	Steady and continuous fall in topography, under Sub-alpine woodland vegetation towards watercourse. Grassland vegetation is present associated with the watercourse depression.
C	Upslope	Upslope topography under Sub-alpine woodland vegetation. Wollondibby Road is present adjacent the proposal area.
D	Flat / Level	Generally level ground underneath vegetation. Sub-alpine and grassland vegetation is predominant in landscape. Grassland vegetation is present adjacent Wollondibby Road.

4.5 Distance

The distances achieved by the proposal are based on the approved APZ, where located over adjacent land (refer to Transect A, B, C & D) in Figure 4-4. The distance from existing buildings to the approved extent of the APZ are identified in Table 4-5 below.

Table 4-5 Distance to Achieve 10kW/m² for effective slope under predominant vegetation formations

Transect	Vegetation (Table A1.12.1 of PBP)	Slope	Minimum Setback required to achieve 10kW/m ² – PBP	Achieved setback (APZ) to existing buildings
A	Forest ¹	Downslope 5 - 10	>93m	>60m ² (main lodge)
B	Forest ¹	Downslope 0 – 5	>79m	>60m ² (staff lodge)
C	Forest ¹	Upslope	>67m	>40m ² (Unit C)
D	Forest ¹	Flat / Level	>67m	>60m ² (Unit Block 5/6)

Note:

¹ In accordance with Table A1.12.1 of PBP, Sub-alpine Woodland is categorised as Forest vegetation, for the purpose of determining APZs and BAL for a proposed building.

² Shortfalls in APZs occur as a result of the previous application of PBP 2001 assessment methodology.

4.6 Asset Protection Zone analysis

In accordance with Table 6.8a of PBP, APZs must be provided to enable sufficient space to ensure that radiant heat levels do not exceed critical limits for firefighters and other emergency services personnel undertaking operations, including supporting or evacuating occupants.

An APZ analysis below is identified in Figure 4-4.

4.7 Construction Standards and Design

For the purpose of this assessment, conformance with the NCC (2019), also known as the Building Code of Australia, must be identified. The NCC prescribes AS 3959 as an acceptable construction manual.

As outlined in Section 2.5 of PBP, the NCC contains Performance Requirements and Deemed-to-Satisfy provisions relating to the construction of buildings in bush fire prone areas. In NSW, these provisions apply to Class 1, 2 and 3 buildings, Class 4 parts of a building, Class 9 buildings that are SFPPs, and associated class 10a buildings and decks.

The assessment provided below in Table 4-6 applies to Class 2 buildings (the existing units). Additionally, some requirements within AS 3959-2018 must be varied to conform to NSW variations introduced by Section 7.5 of PBP, where additional requirements apply to sarking, sub-floor screening, verandas, decks, steps, ramps, landings and fascias and bargeboards.

The NCC does not provide for any bush fire specific performance requirements for Class 5 - 8 buildings. As such AS 3959 and the NASH Standard are not considered as a set of Deemed to

Satisfy provisions. As the main lodge is a Class 6 building, it does not attract the application of AS 3959 under PBP 2019. Notwithstanding, the current conditions of consent apply Level 1 of AS 3959-1999 requirements to the building; this minimum requirement would continue to apply, affording the building a level of protection.

The appropriate classes of vegetation, slope and setbacks as identified previously, are provided in Table 4-6 below to inform the BAL in accordance with Table A1.12.6 of PBP.

Table 4-6 Determination of Bush fire Attack Level (PBP) setbacks

Transect	Vegetation Classification	Slope	Separation Distance (m = metres)	Bush fire Attack Level (BAL) – AS3959-2018
A	Forest ¹	Downslope 5 - 10	>60m	BAL-12.5
B	Forest ¹	Downslope 0 – 5	>60m	BAL-12.5
C	Forest ¹	Upslope	>40m	BAL-12.5
D	Forest ¹	Flat / Level	>60m	BAL-12.5

Note:

¹ In accordance with Table A1.12.6 of PBP, Sub-alpine Woodland is categorised as Forest vegetation, for the purpose of determining APZs and BAL for a proposed building.

** The BAL assessment applied above, relates to the buildings identified in Table 4 5 above. Buildings situated centrally to the site would also satisfy BAL 12.5 requirements as a greater separation distance exists.



Figure 4-4 Landscape & APZ Analysis (Source: NGH, 2021)

5. Bush fire Protection Measures (BPMs)

This assessment also considers key BPMs as identified in Section 4 of PBP. The proposal area is established as tourist accommodation, therefore application of Section 6.4 of PBP applies. As outlined in Section 2.1.1, the proposed works are generally considered minor changes; no changes to building position or footprint applies.

With consideration of the above, not all BPMs under PBP 2019 would strictly apply, due to the limited nature of the works proposed. In addition, as the existing development has largely satisfied the current conditions of consent (MOD 0062/2006) where a previous BFSA was issued; current works (building, services, access) have been completed to the specifications of PBP 2001.

In accordance with Section 6.8 of PBP, BPMs are provided to minimise the risk of spread to buildings and consider the increased vulnerability of the occupants. The measures considered for the proposal area derive from Section 6.8 of PBP (NSW RFS, 2019) and specifically, Tables 6.8a – 6.8d (extracts below) and include:

- Asset Protection Zones.
- Landscaping.
- Access requirements.
- Water supplies.
- Gas and electricity services, and
- Emergency Management.

5.1 Asset Protection Zones

Intent of measures: To provide suitable building design, construction, and sufficient space to ensure that radiant heat levels do not exceed critical limits for firefighters and other emergency services personnel undertaking operations, including supporting or evacuating occupants.

PBP APZ performance criteria and acceptable solutions are outlined in Table 5-1 below.

Table 5-1 Summary of Table 6.8a of PBP (APZ)

Performance Criteria	Acceptable Solutions	Complies	Comment
<p>The intent may be achieved where:</p> <ul style="list-style-type: none"> radiant heat levels of greater than 10kW/m² (calculated at 1200K) will not be experienced on any part of the building. 	<ul style="list-style-type: none"> an APZ is provided in accordance with Table A1.12.1 in Appendix 1. 	<p>No – full compliance is not achieved.</p>	<p>The APZ provided is based on the approved APZ footprint, in accordance with MOD0062/2006.</p> <p>All buildings do not comply with SFPP APZ setbacks. Therefore, with regard to Table A1.12.1, buildings would experience radiant heat levels greater than 10kW/m². An increase in APZs is recommended under Appendix C, to improve separation from nearby hazard vegetation, which will benefit a number of buildings (Unit A in particular), internal access and access to static water supply (for emergency services).</p> <p>The main lodge and north-western building do not comply with APZ setbacks for SFPP development under PBP 2019. Although the buildings are afforded protection from adequate construction requirements, emergency services and occupants may (if not shielded by the building itself) be exposed to radiant heat greater than 10kW/m². As the proposal is constrained by the approved APZ footprint over adjoining land, the APZ</p>

<ul style="list-style-type: none"> APZ maintenance is practical, soil stability is not compromised and the potential for crown fires is minimised. 	<ul style="list-style-type: none"> APZs are located on lands with a slope less than 18 degrees. 	<p>shortfall is not achievable under the prescribed methodology of PBP 2019.</p> <p>All areas that are subject to proposed APZs are not located on land that exceed 18 degrees in slope.</p>	<p>Yes</p>
<ul style="list-style-type: none"> APZs are managed and maintained to prevent the spread of a fire to the building. the APZ is provided in perpetuity. 	<ul style="list-style-type: none"> the APZ is managed in accordance with the requirements of Appendix 4 of PBP, and is wholly within the boundaries of the development site; APZs are wholly within the boundaries of the development site. other structures located within the APZ need to be located further than 6m from the refuge building. 	<p>APZs are generally contained to the boundaries of the development site.</p> <p>An exception applies, due to the circumstances whereby MOD0062/2006 enables the creation of an APZ over adjoining land (Lot 1 DP 855767). The proposal must register the easement for APZ (granting access for ongoing maintenance of vegetation) over adjoining Lot 1, prior to issue of a full occupation certificate.</p> <p>No other structures are located within the APZ. Proposed carparking (hard stand) areas is proposed for a large proportion of the required APZ.</p>	<p>Yes</p> <p>No – refer to comment.</p> <p>Yes</p>

5.2 Landscaping

Landscaping should be considered throughout the design process and further enforced throughout the operational phase of the development. Suitably positioned and considered landscape design can reduce the risk of flame contact and radiant heat to assets, thus improving the defence of an asset or structure. A well-considered landscape design includes, but is not limited to:

- Increasing chances of filtering wind-driven embers or burning debris.
- Reduces wind forces.
- Create a discontinuous or spaces between vegetation to slow and reduce the intensity of a fire run towards a building.
- Fire retardant species could be selected.
- Plant selection that does not drop large amounts of leaf litter that can act as ground fuel in the event of a bush fire.

PBP Landscaping performance criteria and acceptable solutions are outlined in Table 5-2 below.

Table 5-2 Summary of Table 6.8a of PBP (Landscaping)

Performance Criteria	Acceptable Solutions	Complies	Comment
<p>The intent may be achieved where:</p> <ul style="list-style-type: none"> ▪ <i>landscaping is designed and managed to minimise flame contact and radiant heat to buildings, and the potential for wind-driven embers to cause ignitions.</i> 	<ul style="list-style-type: none"> ▪ <i>landscaping is in accordance with Appendix 4, and</i> ▪ <i>fencing is constructed in accordance with section 7.6.</i> 	Yes	Landscaping and fencing within the site would comply with PBP. Ongoing management of designated APZs, would be in accordance with Appendix 4 of PBP.

5.3 Construction standards

The appropriate design and construction of buildings enhance their survivability from bush fires. Building design needs to ensure adequate protection of vulnerable building elements. Construction standards are outlined in AS 3959 and the NASH Standard to provide various levels of protection for different building elements.

PBP Construction Standards performance criteria and acceptable solutions are outlined in Table 5-3 below.

Table 5-3 Summary of Table 6.8a of PBP (Construction Standards)

Performance Criteria	Acceptable Solutions	Complies	Comment
The Intent may be achieved where:			
<ul style="list-style-type: none"> the proposed building can withstand bush fire attack in the form of embers, radiant heat and flame contact. 	<ul style="list-style-type: none"> a construction level of BAL-12.5 under AS 3959 or NASH Standard and section 7.5 of PBP is applied. 	Yes	<p>The BAL assessment has determined that all buildings, except for the south-east building, achieves adequate setbacks to enable BAL 12.5 (Section 3 & 5 of AS 3959-2018) to be applied as an appropriate level of construction.</p> <p>Recommendations are made in Appendix C to increase APZs within the development site, so the south-east building can comply with BAL-12.5 construction requirements.</p> <p>The proposed works would incorporate BAL-12.5 construction standards as outlined in AS 3959-2018.</p> <p>The additional construction requirements specified in Section 7.5 of PBP, would also be incorporated.</p>

5.4 Access

Intent of measures: To provide safe operational access for emergency services personnel in suppressing a bush fire, while residents are accessing or egressing an area. The table below summarises the requirements prescribed in PBP.

PBP Access performance criteria and acceptable solutions are outlined in Table 5-4 below.

Table 5-4 Summary of Table 6.8b of PBP (Access)

Performance criteria	Acceptable solutions	Complies	Comment
<p>The intent may be achieved where:</p> <ul style="list-style-type: none"> firefighting vehicles are provided with safe, all-weather access to structures and hazard vegetation. 	<ul style="list-style-type: none"> SFPP access roads are two-wheel drive, all-weather roads; access is provided to all structures; traffic management devices are constructed to not prohibit access by emergency services vehicles; access roads must provide suitable turning areas in accordance with Appendix 3; and one way only public access roads are no less than 3.5 metres wide and have designated parking bays with hydrants located outside of these areas to ensure accessibility to recirculated water for fire suppression. 	Yes	<p>The proposed access and parking amendments would achieve the acceptable solutions.</p> <p>Where required, minor refinement of the design would occur through the detailed design phase (construction certificate). Compliance with PBP would be achieved.</p>
<ul style="list-style-type: none"> the capacity of access roads is adequate for firefighting vehicles. 	<ul style="list-style-type: none"> the capacity of road surfaces and any bridges/causeways is sufficient to carry fully loaded firefighting vehicles (up to 23 tonnes); bridges 	Yes	<p>All internal roads would provide adequate capacity for a 23-tonne firefighting appliance.</p>

Performance criteria	Acceptable solutions	Complies	Comment
<ul style="list-style-type: none"> there is appropriate access to water supply. 	<ul style="list-style-type: none"> hydrants are located outside of parking reserves and road carriageways to ensure accessibility to reticulated water for fire suppression; hydrants are provided in accordance with the relevant clauses of AS 2419.1:2005; and there is suitable access for a Category 1 fire appliances to within 4m of the static water supply where no reticulated supply is available. 	<p>Not applicable.</p> <p>Not applicable.</p> <p>Can comply.</p>	<p>No bridges or waterways are present within the proposal area.</p> <p>Water hydrants are not provided to the proposal area. The subject land does not benefit from a connection to reticulated water supply.</p> <p>The proposal area relies on a static water supply (SWS). A 50,000 litre non-combustible water storage tank is provided on site.</p> <p>The SWS satisfies the requirements of PBP 2001 and exceeds the minimum requirements of PBP 2019.</p> <p>The SWS is located outside of road carriageway and dedicated parking areas.</p>
<p>Non-Perimeter Roads</p> <ul style="list-style-type: none"> non-perimeter access roads are designed to allow safe access and egress for firefighting vehicles while occupants are evacuating. 	<ul style="list-style-type: none"> minimum 5.5m carriageway width kerb to kerb; parking is provided outside of the carriageway width hydrants are located clear of parking areas; 	<p>No</p> <p>Yes</p> <p>Not applicable.</p>	<p>The internal access road is considered a perimeter road due to the layout, configuration.</p> <p>The access road specification under PBP 2019 does not meet a width of 5.5m. However, the proposed access road works would enable access requirements to satisfy the specifications for property access roads</p>

Performance criteria	Acceptable solutions	Complies	Comment
	<ul style="list-style-type: none"> ▪ <i>there are through roads, and these are linked to the internal road system at an interval of no greater than 500m;</i> ▪ <i>curves of roads have a minimum inner radius of 6m;</i> ▪ <i>the maximum grade road is 15 degrees and average grade of not more than 10 degrees;</i> ▪ <i>the road crossfall does not exceed 3 degrees; and</i> ▪ <i>a minimum vertical clearance of 4m to any overhanging obstructions, including tree branches, is provided</i> 	<p>Not applicable.</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p>	<p>(Section 7 of PBP) where a 4m wide road would be provided, including the provision of passing bay areas. Refer to discussion in Appendix C.</p> <p>The existing entry access road enables two-way traffic movement. The internal loop road permits one-way traffic movement (signage is present on site).</p> <p>Car parking areas and access to static water supply are located outside of carriageways.</p> <p>Access road specifications, regarding crossfall, curves and maximum grades, are all achieved.</p> <p>Vertical obstructions are not present. Ongoing management of the proposal would ensure no obstructions occur throughout the operational phase of the proposal.</p>

5.5 Water and Utility Services

Intent of measures: 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.

PBP Water and Utility Services performance criteria and acceptable solutions are outlined in Table 5-5 below.

Table 5-5 Summary of Section 6.8c of PBP.

Performance Criteria	Acceptable Solutions	Complies	Comment
<p>The intent may be achieved where:</p> <ul style="list-style-type: none"> an adequate water supply is provided for firefighting purposes. 	<ul style="list-style-type: none"> <i>reticulated water is to be provided to the development, where available; or</i> <i>a 10,000 litre minimum static water supply for firefighting purposes is provided for each occupied building where no reticulated water is available.</i> 	<p>Not applicable.</p> <p>Complies</p>	<p>Water hydrants are not provided to the proposal area. The subject land does not benefit from a connection to reticulated water supply.</p> <p>The proposal area relies on a static water supply (SWS). A 50,000 litre non-combustible water storage tank is provided on site.</p>
<ul style="list-style-type: none"> water supplies are located at regular intervals. the water supply is accessible and reliable for firefighting operations. 	<ul style="list-style-type: none"> <i>fire hydrant spacing, design and sizing comply with the relevant clauses of AS 2419.1:2005;</i> <i>hydrants are not located within any road carriageway; and</i> <i>reticulated water supply to SFPPs uses a ring main system for areas with perimeter roads.</i> 	<p>Not applicable.</p>	<p>Water hydrants are not provided to the proposal area.</p>

Performance Criteria	Acceptable Solutions	Complies	Comment
<ul style="list-style-type: none"> flows and pressure are appropriate. 	<ul style="list-style-type: none"> fire hydrant flows and pressures comply with the relevant clauses of AS 2419.1:2005. 	Not applicable.	Water hydrants are not provided to the proposal area.
<ul style="list-style-type: none"> the integrity of the water supply is maintained. 	<ul style="list-style-type: none"> all above-ground water service pipes external to the building are metal, including and up to any taps. 	Can comply	This measure would be incorporated into future detailed design.
Electricity Services			
<ul style="list-style-type: none"> location of electricity services limits the possibility of ignition of surrounding bush land or the fabric of buildings. 	<ul style="list-style-type: none"> where practicable, electrical transmission lines are underground; and where overhead, electrical transmission lines are proposed as follows: <ul style="list-style-type: none"> lines are installed with short pole spacing (30m), unless crossing gullies, gorges or riparian areas; and no part of a tree is closer to a power line than the distance set out in accordance with the specifications in ISCC3 Guideline for Managing Vegetation Near Power Lines. 	Not applicable.	No changes to, or modifications are proposed to existing service arrangements.

Performance Criteria	Acceptable Solutions	Complies	Comment
<p>Gas Services</p> <ul style="list-style-type: none"> location and design of gas services will not lead to ignition of surrounding bushland or the fabric of buildings. 	<ul style="list-style-type: none"> reticulated or bottled gas is installed and maintained in accordance with AS/NZS 1596:2014 and the requirements of relevant authorities, and metal piping is used; all fixed gas cylinders are kept clear of all flammable materials to a distance of 10m and shielded on the hazard side; connections to and from gas cylinders are metal; if gas cylinders need to be kept close to the building, safety valves are directed away from the building and at least 2m away from any combustible material, so they do not act as a catalyst to combustion; polymer-sheathed flexible gas supply lines to gas meters adjacent to buildings are not to be used; and above-ground gas service pipes external to the building are metal, including and up to any outlets. 	<p>Not applicable.</p> <p>Can comply</p>	<p>No changes to, or modifications are proposed to existing service arrangements.</p> <p>Any changes, or future alterations to service connections would incorporate the requirements of PBPP in relation to the provision of gas services.</p>

5.6 Emergency management

Intent of measures: to provide suitable emergency and evacuation arrangements for occupants of SFPP developments. PBP Water and Utility Services performance criteria and acceptable solutions are outlined in Table 5-6 below.

Table 5-6 Summary of Section 6.8d of PBP

Performance Criteria	Acceptable Solutions	Complies	Comment
The intent may be achieved where:			
<ul style="list-style-type: none"> a Bush Fire Emergency Management and Evacuation Plan is prepared. 	<ul style="list-style-type: none"> <i>Bush Fire Emergency Management and Evacuation Plan is prepared consistent with the:</i> <ul style="list-style-type: none"> <i>The NSW RFS document: A Guide to Developing a Bush Fire Emergency Management and Evacuation Plan;</i> <i>NSW RFS Schools Program Guide;</i> <i>Australian Standard AS 3745:2010 Planning for emergencies in facilities; and Australian Standard</i> <i>AS 4083:2010 Planning for emergencies – Health care facilities (where applicable).</i> <i>the Bush Fire Emergency Management and Evacuation Plan should include planning for the early relocation of occupants.</i> <i>Note: A copy of the Bush Fire Emergency Management and Evacuation Plan should be provided to the Local Emergency Management Committee for its information prior to occupation of the development.</i> 	Can comply	<p>A Bush Fire Emergency Management and Evacuation Plan would be prepared in consultation with local fire agencies (the NSW RFS and if applicable, Fire and Rescue NSW). This plan would comply with relevant Australian Standards and appropriate guidelines, as applicable to this category of development.</p> <p>In accordance with Condition 80 of MOD 0062/2006 the proponent shall prepare the Bush Fire Emergency Management and Evacuation Plan prior to an occupation certificate being issued.</p>

Performance Criteria	Acceptable Solutions	Complies	Comment
<p>The intent may be achieved where:</p>			
<ul style="list-style-type: none"> ▪ appropriate and adequate management arrangements are established for consultation and implementation of the Bush Fire Emergency Management and Evacuation Plan. 	<ul style="list-style-type: none"> ▪ <i>an Emergency Planning Committee is established to consult with residents (and their families in the case of aged care accommodation and schools) and staff in developing and implementing an Emergency Procedures Manual; and</i> ▪ <i>detailed plans of all emergency assembly areas including on site and off-site arrangements as stated in AS 3745:2010 are clearly displayed, and an annually emergency evacuation is conducted.</i> 	<p>Can comply</p>	<p>Prior to an occupation certificate being issued, an Emergency Planning Committee is to be established to develop and implement an Emergency Procedures Manual.</p>

6. Other Planning Matters

6.1 Vegetation management / APZ maintenance

An APZ is a fuel-reduced area surrounding a building or structure. It is located between the building or structure and the bush fire hazard. An APZ provides:

- A buffer zone between a bush fire hazard and an asset.
- An area of reduced bush fire fuel that allows for suppression of fire.
- An area from which backburning or hazard reduction can be conducted, and
- An area which allows emergency services access and provides a relatively safe area for firefighters to defend an asset.

An APZ, if designed correctly and maintained regularly, would reduce the risk of:

- Direct flame contact on an asset.
- Damage to the asset from intense radiant heat, and
- Ember attack.

An OPA and IPA is provided within the proposal area, where a low-fuel (i.e. presence of hardstand areas) environment would predominantly occur. A defensible and accessible space within the site and IPA would be provided.

In accordance with Appendix 4 of PBP, an IPA shall display characteristics that include but are not limited to: a tree canopy cover of less than 15% at maturity, a maximum 30% of the IPA may contain shrubs, trees should have lower limbs (up to 2m in height) removed, shrubs are not to have a connection with tree canopy layer, shrubs should not form more than 10% ground cover, maintain 2 – 5m canopy separation of trees and branches are not to overhang the asset.

6.2 Bush Fire Risk Management Plan

The locality surrounding the subject site falls under the Snowy Monaro Bush Fire Risk Management Plan 2009 as adopted by the Snowy Monaro Bush Fire Coordinating Committee on 29th July 2009.

The Snowy Monaro BFRMP has identified several assets in the region (namely within the boundaries of Perisher and Thredbo Ski Resorts) that are subject to ongoing management and fuel treatments.

6.3 Emergency services

Several firefighting response resources are situated within a reasonable distance of the proposal. Fire agencies that could attend in the event of an emergency, includes both the NSW RFS and Fire and Rescue NSW. The closest stations and therefore, likely first responders, are identified in Table 6-1 below.

Table 6-1 Closest firefighting resources

Agency	Station	Address
NSW RFS	Wollondibby Rural Fire Brigade	387 Alpine Way, Crackenback NSW 2627
	Jindabyne Rural Fire Brigade	Jacarry Rocks, 8013 The Snowy River Way, Jindabyne NSW 2627
Fire and Rescue NSW	Fire and Rescue NSW - Jindabyne	10 Thredbo Terrace, Jindabyne NSW 2627

7. Strategic objectives

Upon consideration of the proposed new and retrospective works, and the layout and function, the proposal would be able to demonstrate and achieve the intent of SFPP objectives outlined in PBP.

Consideration of PBP SFPP objectives is provided below in Table 7-1.

Additional consideration is given to Section 6.4 'Development of existing SFPP facilities' of PBP. The current modification proposal (for new, retrospective and rectification work) would provide a better bush fire outcome for the proposal, than if the proposed works did not occur. Although the existing development relates to an approval dating back to 2005, all buildings are afforded a level of protection due to the application of PBP 2001 BPMs and AS3959-1999.

The proposal does not increase occupancy, from previously approved numbers. The current application does not propose an intensification, change of use, or re-purpose which affects occupancy rates.

Consideration of the objectives that apply to existing SFPP development are provided in Appendix C, where a comparable assessment is provided between previously approved outcomes and the characteristics of the proposed modification.

7.1 Aims and Objectives for Planning for Bush Fire Protection (2019)

The proposal can satisfy the specific objectives of PBP for SFPP developments. The objectives identified under Section 6.2 of PBP are outlined in Table 7-1 below.

Table 7-1 PBP Objectives

Objectives	Comment
<i>Minimise levels of radiant heat, localised smoke and ember attack through increased APZ, building design and siting;</i>	<p>The proposal layout and application of BPMs would afford the development and its users a level of protection from exposure to a bush fire.</p> <p>The siting of the development allows for the provision of APZs, internal access roads and carparking areas to provide separation from hazard vegetation.</p> <p>Suitable access and water supply are provided to the development.</p> <p>Refer to Section 4.6, Section 4.7 and Figure 2-1.</p>
<i>Provide an appropriate operational environment for emergency service personnel during firefighting and emergency management;</i>	<p>An appropriate operational environment for emergency service personnel would be provided, through the provision of substantial APZs, an internal access road, which provides a perimeter road buffer, and carparking, paved areas; Refer to Figure 2-1.</p> <p>The proposal provides a managed, fuel reduced area. Buildings are provided with good separation, which reduces the likelihood of building-to-building fire.</p>
<i>Ensure the capacity of existing infrastructure (such as roads and utilities) can accommodate the</i>	<p>Access for emergency services is provided to the interface through the provision of internal roads and carparking areas. Roads have been designed to comply with PBP to ensure</p>

<p><i>Increase in demand during emergencies as a result of the development; and</i></p>	<p>appropriate access is provided to facilitate emergency services. Refer to Section 5.4.</p> <p>Utilities are also provided, whereby a 50,000 litre static water supply is provided within the APZ, for use by emergency services. Refer to Section 5.5.</p>
<p><i>Ensure emergency evacuation procedures and management which provides for the special characteristics and needs of occupants.</i></p>	<p>A Bush Fire Emergency Management and Evacuation Plan would be prepared in consultation with the NSW RFS and Fire and Rescue NSW. Refer to Section 5.6.</p>

8. Conclusion

A bush fire assessment for the proposed modifications to Ultimo Lodge. In accordance with Section 4.46 of the EP&A Act and Section 100B of the RF Act, this assessment has been prepared for referral to the NSW RFS. This BFAR has considered the existing layout, retrospective works and proposed new work against the requirements of PBP. As the existing development has incorporated Level 1 construction requirements under PBP 2001, commensurate with considerable APZs, each building on site is afforded a base level of protection. This assessment has been able to demonstrate that the retrospective and new work proposed under the current modification application, would be undertaken, without compromising bush fire protection measures or previously applied construction requirements.

The proposal would conform to the intent, performance criteria and specifications, outlined in PBP; except for the provisions of SFPP APZs.

The proposal can demonstrate that BPMs prescribed in PBP could be satisfactorily incorporated into the development by including:

- Generally compliant APZ setbacks from bush fire prone vegetation.
- The building would be afforded ember protection through application of AS 3959 construction standards.
- Access and egress from the site through a suitable road layout.
- Underground electricity and gas services.
- Compliant water supplies (static water supply), and
- Emergency response planning.

The current proposed layout has allowed for BPMs to be incorporated into the proposal. The proposal can achieve the acceptable solutions outlined in PBP, except for the provision of APZs, which affects a number of existing buildings; non-compliance derives from changes in policy and application of PBP 2019.

8.1 Bush fire Protection Measures

The proposal would incorporate the following BPMs.

8.1.1 Asset Protection Zones

APZs would be maintained in accordance with Appendix 4 of PBP. When assessed under the PBP 2019 methodology for SFPP development, the existing buildings are subjected to radiant heat in excess of 10kW/m².

An increase in APZs is required, as outlined in Appendix C Appendix C to increase separation at the interface along the southern perimeter of the proposal area, which would improve the availability of a fuel reduced area. However, the APZ over adjoining land as approved previously constrains the ability to achieve a 10kW/m² APZ under PBP 2019.

8.1.2 Landscaping

Future landscaping shall be in accordance with Appendix 4 of PBP, in accordance with Table 6.8a of PBP. Ongoing compliance with Appendix 4 of PBP would ensure APZ requirements are not compromised; and ongoing regrowth within APZs is appropriately managed.

8.1.3 Construction Standards

In accordance with PBP 2019, all new and retrospective work to existing buildings is assessed as requiring BAL-12.5 (Section 3 & 5 from AS 3959-2018). Refer to Appendix C for further details.

Where relevant, the works would also comply with NSW variations introduced by Section 7.5 of PBP, where additional requirements apply to sarking, sub-floor screening, verandas, decks, steps, ramps, landings and fascias and bargeboards.

8.1.4 Access

Internal access requirements shall comply to the specification of Table 6.8b of PBP, except for the provision of road widths, where property access road specifications (4m wide, plus passing bays) would apply.

8.1.5 Water & Utilities

Water, Electricity and Gas are to comply with Table 6.8c of PBP.

8.1.6 Emergency Management

A Bush Fire Emergency Management and Evacuation Plan shall be prepared prior to commencement of construction works to the specifications of Table 6.8d of PBP.

Detailed plans of all emergency assembly areas including on site and off-site arrangements as stated in AS 3745:2010 are clearly displayed, and an annually emergency evacuation is conducted.

This report has been prepared by Brad Draper, a person who is recognised by the NSW Rural Fire Service as a qualified consultant in Bush Fire Risk Assessment.



Brad Draper
Senior Bush fire Consultant

BPAD Accredited Bush fire Practitioner (49517)



9. References

- Australian Building Codes Board. (2019). *National Construction Code, 2019*, Canberra.
- Keith, D. (2004). *Ocean shores to desert dunes: the native vegetation of NSW and the ACT (Selected Extracts)*. Department of Environment and Conservation (NSW).
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https://www.rfs.nsw.gov.au/__data/assets/pdf_file/0019/2629/Snowy-Monaro-BFRMP.pdf
- NSW RFS. (2019). *Planning for Bush fire Protection*.
- NSW Rural Fire Service. (2017, May). *NSW Local Government Areas FDI*. Retrieved from NSW Rural Fire Service: https://www.rfs.nsw.gov.au/__data/assets/pdf_file/0007/55285/Local-government-areas-and-FDI.pdf
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https://www.rfs.nsw.gov.au/__data/assets/pdf_file/0005/97781/Comprehensive-vegetation-fuel-loads-Fact-Sheet-V8.pdf
- Standards Australia. (2018). *Construction of buildings in bushfire-prone Areas, AS3959*.

Appendix A Design Plans, prepared by Creative Planning Solutions, Issue P3, dated 19.02.2021

This report shall be read in conjunction with the accompanying plans.

Reference	Description	Prepared by
D670_MOD_01	Site Plan	Creative Planning Solutions
D670_MOD_02	Main Lodge: Ground and Level 1 Floor Plans	Creative Planning Solutions
D670_MOD_03	Units 1, 2, 3, 4 & 5/6 Floor Plans	Creative Planning Solutions
D670_MOD_04	Unit Block A, B & C Floor Plans	Creative Planning Solutions
D670_MOD_05	Main Lodge: North Elevations	Creative Planning Solutions
D670_MOD_06	Main Lodge: South Elevation	Creative Planning Solutions
D670_MOD_07	Main Lodge: East and West Elevations	Creative Planning Solutions
D670_MOD_08	Unit 1 Elevations	Creative Planning Solutions
D670_MOD_09	Unit 2 & Unit 3 Elevations	Creative Planning Solutions
D670_MOD_10	Unit 4 Elevations	Creative Planning Solutions
D670_MOD_11	Unit 5/6 Elevations	Creative Planning Solutions
D670_MOD_12	Unit Block A Elevations	Creative Planning Solutions
D670_MOD_13	Unit Block B Elevation	Creative Planning Solutions
D670_MOD_14	Unit Block C Elevation	Creative Planning Solutions



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CREATIVE PLANNING SOLUTIONS

PROJECT:

**EXISTING LODGE ACCOMMODATION:
SECTION 4.55 (2) MODIFICATION**

309 WOLLONDBIBBY ROAD, CRACKENBACK NSW

PREPARED FOR:

LESLIE FARKASH

DRAWING INDEX

SHEET NUMBER	DRAWING TITLE	SCALE	REUSE
DWQ/MOD_01	SITE PLAN	1:250 @ A1	P3
DWQ/MOD_02	MAIN LODGE GROUND AND LEVEL 1 FLOOR PLANS	1:50 @ A1	P3
DWQ/MOD_03	UNIT 1, 2, 3, 4 & 5A FLOOR PLANS	1:50 @ A1	P3
DWQ/MOD_04	UNIT BLOCK A, B & C FLOOR PLANS	1:50 @ A1	P3
DWQ/MOD_05	MAIN LODGE NORTH ELEVATION	1:50 @ A1	P3
DWQ/MOD_06	MAIN LODGE SOUTH ELEVATION	1:50 @ A1	P3
DWQ/MOD_07	MAIN LODGE EAST & WEST ELEVATIONS	1:50 @ A1	P3
DWQ/MOD_08	UNIT 1 ELEVATIONS	1:50 @ A1	P3
DWQ/MOD_09	UNIT 2 & UNIT 3 ELEVATIONS	1:50 @ A1	P3
DWQ/MOD_10	UNIT 4 ELEVATIONS	1:50 @ A1	P3
DWQ/MOD_11	UNIT 5 ELEVATIONS	1:50 @ A1	P3
DWQ/MOD_12	UNIT BLOCK A ELEVATIONS	1:50 @ A1	P3
DWQ/MOD_13	UNIT BLOCK B ELEVATIONS	1:50 @ A1	P3
DWQ/MOD_14	UNIT BLOCK C ELEVATIONS	1:50 @ A1	P3



PROVISIONS:
 This plan shows the site to be developed in accordance with the provisions of the relevant planning instrument. The client is responsible for ensuring that the site is developed in accordance with the provisions of the relevant planning instrument. The client is responsible for ensuring that the site is developed in accordance with the provisions of the relevant planning instrument.

- LEGEND**
- As-built modifications to previously approved (DA/DM/2004 & MOD0002/2008)
 - Proposed additional modifications for BCA compliance
 - Site boundary
 - New / reconfigured car parking & driveway arrangements

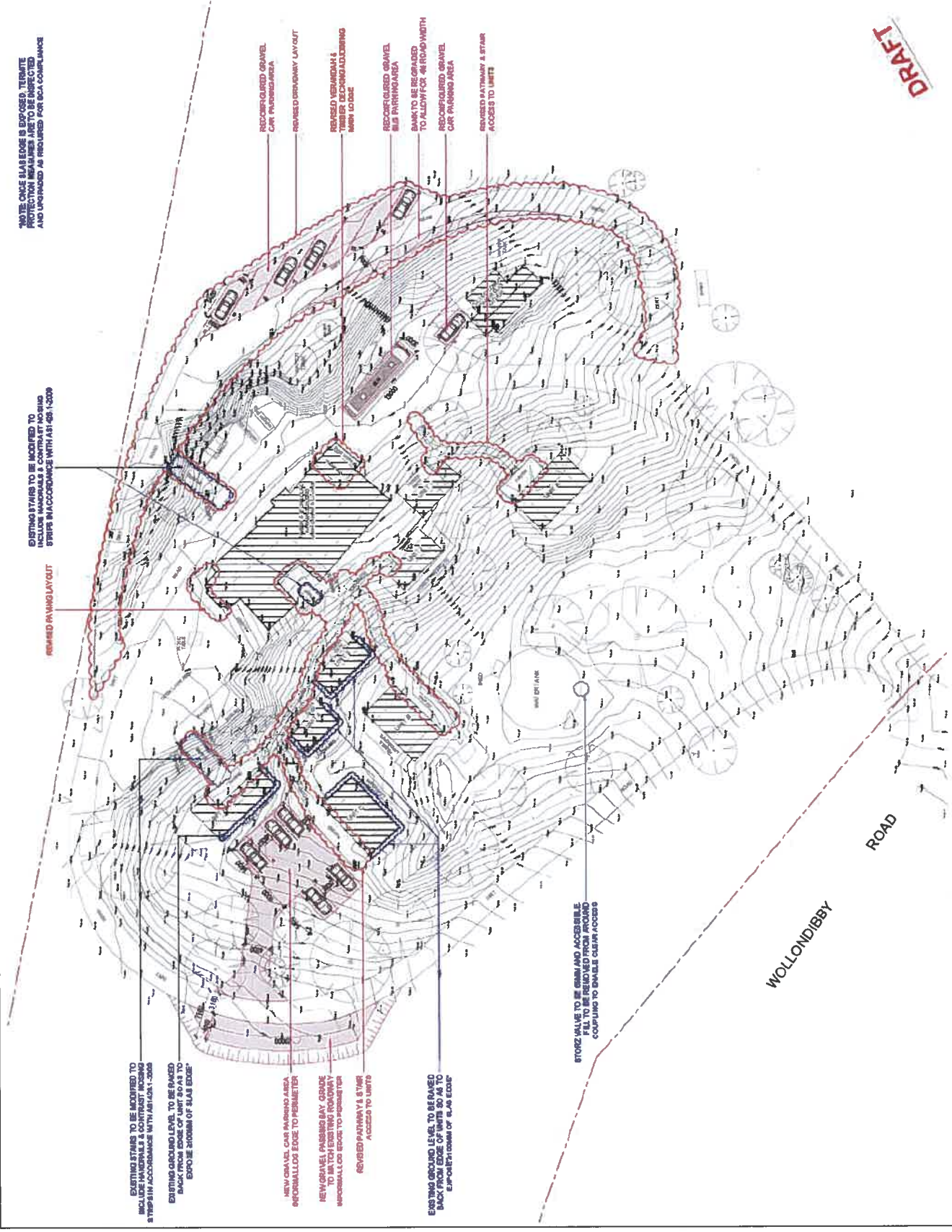
Item/Code	Description	By	Date
1	PRELIMINARY DESIGN		
2	PRELIMINARY DESIGN		
3	PRELIMINARY DESIGN		
4	PRELIMINARY DESIGN		
5	PRELIMINARY DESIGN		
6	PRELIMINARY DESIGN		
7	PRELIMINARY DESIGN		
8	PRELIMINARY DESIGN		
9	PRELIMINARY DESIGN		
10	PRELIMINARY DESIGN		

PROJECT
EXISTING LODGE ACCOMMODATION:
S4.05(2) MODIFICATION:
309 WOLLONDBIBBY ROAD
CRACKENACK

DRAWING TITLE
SITE PLAN

CLIENT
LESLIE FARKASH

Down: TP, CIBERI, 2010, 1:200 @ A1 / 1:500 @ A3
 SHEET NUMBER: DDP_MOD_01
 REVISION: PS



NOTE: ONCE SLAB EDGE IS EXPOSED, TERMITE PROTECTION MEASURES ARE TO BE INSTALLED AND UPGRADES AS REQUIRED FOR BCA COMPLIANCE.

EXISTING STAIRS TO BE MODIFIED TO STRIPS IN ACCORDANCE WITH AS1428.1:2009

REGRADED PAVING LAYOUT

EXISTING STAIRS TO BE MODIFIED TO INCLUDE HANDRAILS & CONTRAST COLOUR STRIPS IN ACCORDANCE WITH AS1428.1:2009

EXISTING GROUND LEVEL TO BE RAISED BACK FROM EDGE OF LIMIT 50 AS TO EXPOSE BOTTOM OF SLAB EDGE

NEW GRAVEL CAR PARKING AREA 600MM LOTS EDGE TO PERIMETER

NEW GRAVEL PASSING BAY, GRADE TO MATCH EXISTING ROADWAY SPECIALS LOTS EDGE TO PERIMETER

REVERSED PATHWAY'S STAIR ACCESS TO LIMITS

EXISTING GROUND LEVEL TO BE RAISED BACK FROM EDGE OF LIMIT 50 AS TO EXPOSE BOTTOM OF SLAB EDGE

STORES HAVE TO BE GRASS AND ACCESSIBLE F.U. TO BE REMOVED FROM AROUND COUPLING TO DISABLE CLEAR ACCESS

RECONFIGURED GRAVEL CAR PARKING AREA

REVERSED DRIVEWAY LAYOUT

REVERSED VERANDAH & TYPING RECONFIGURING NEW LOBBY

RECONFIGURED GRAVEL BUS PARKING AREA

BANK TO BE REGRADED TO ALLOW FOR 4M ROAD WIDTH

RECONFIGURED GRAVEL CAR PARKING AREA

REVERSED PATHWAY'S STAIR ACCESS TO LIMITS

WOLLONDBIBBY ROAD

DRAFT

NOTES:
 All drawings shall be submitted to the relevant authority for approval prior to construction.
 Very important to ensure that all drawings are submitted to the relevant authority for approval prior to construction.
 All drawings shall be submitted to the relevant authority for approval prior to construction.
 All drawings shall be submitted to the relevant authority for approval prior to construction.

- LEGEND**
- Actual modifications to be undertaken (AS 1906/2006 & AS 1906/2008)
 - Proposed additional modifications for BCA compliance
 - Proposed additional modifications for fire safety

Item No.	Description	By	Date
1	PRELIMINARY DESIGN	LF	17/01/2013
2	PRELIMINARY DESIGN	LF	17/01/2013
3	PRELIMINARY DESIGN	LF	17/01/2013
4	PRELIMINARY DESIGN	LF	17/01/2013
5	PRELIMINARY DESIGN	LF	17/01/2013
6	PRELIMINARY DESIGN	LF	17/01/2013
7	PRELIMINARY DESIGN	LF	17/01/2013
8	PRELIMINARY DESIGN	LF	17/01/2013
9	PRELIMINARY DESIGN	LF	17/01/2013
10	PRELIMINARY DESIGN	LF	17/01/2013

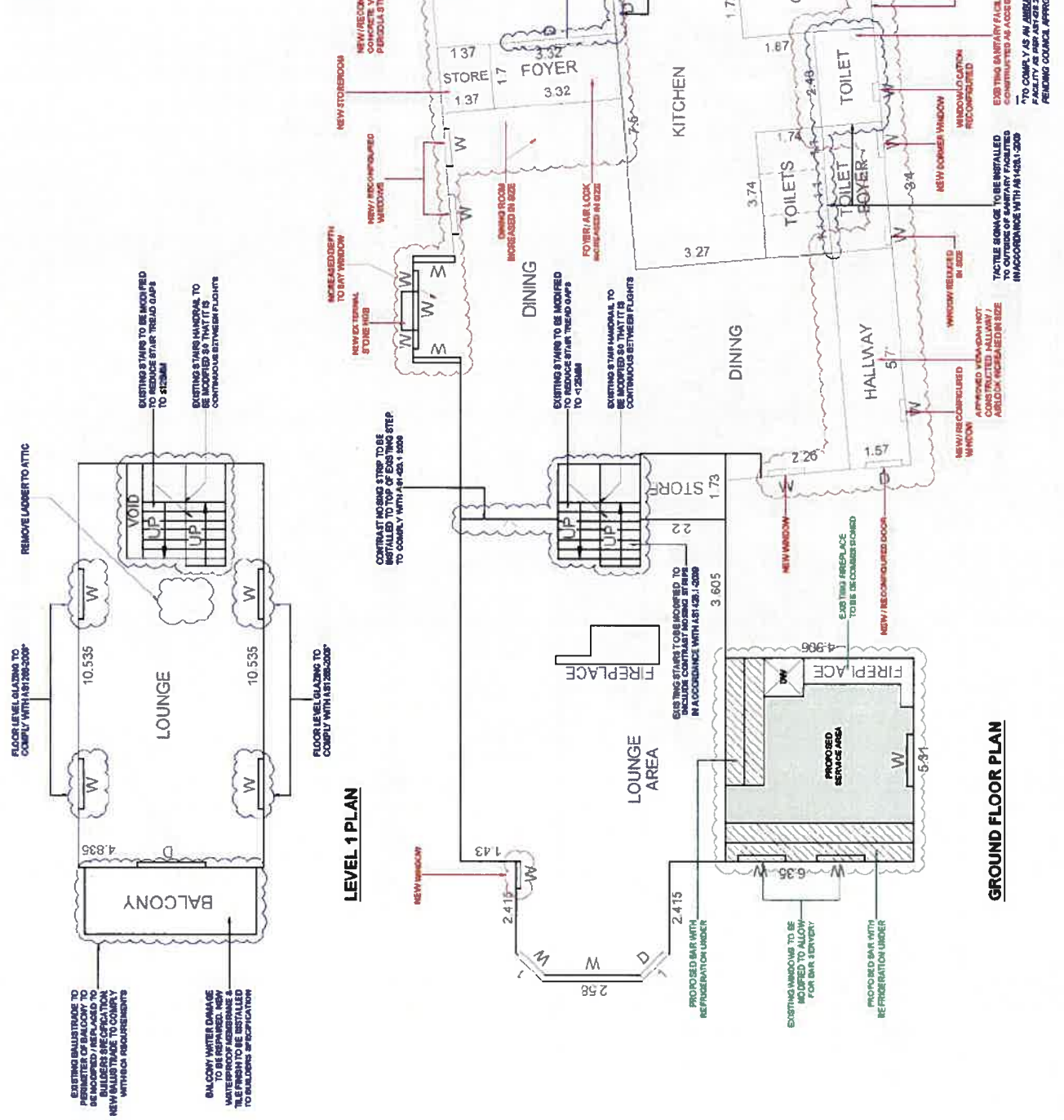
PROJECT
 EXISTING LODGE ACCOMMODATION: 54.65(2) MODIFICATION 309 WOLLODIBBY ROAD CRACKENACK

DRAWING TITLE
 MAIN LODGE GROUND & LEVEL 1 FLOOR PLANS

CLIENT
 LESLIE FARKASH

Checked: LF
 Drawn: LF
 Project No.: 0470
 Scale: As Shown
 1:50 (A1) / 1:100 (A3)
 SHEET NUMBER: D470_M00_02
 REVISION: P3

NOTE: EXISTING GLAZING IS TO BE DEMOLISHED AND REPLACED AS REQUIRED FOR BCA COMPLIANCE. IT IS TO BE INSTALLED WITH THE FOLLOWING LOCATIONS:
 1. GROUND FLOOR LOUNGE AREA
 2. GROUND FLOOR LOUNGE AREA
 3. GROUND FLOOR LOUNGE AREA
 4. SANITARY FACILITIES



LEVEL 1 PLAN

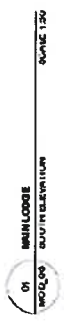
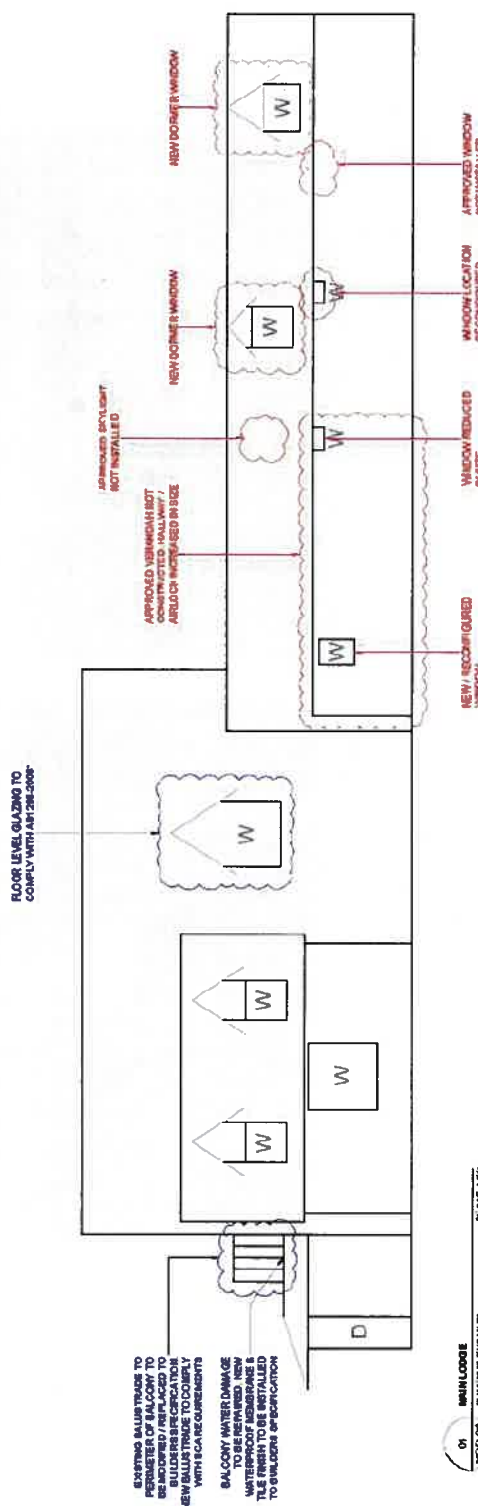
GROUND FLOOR PLAN

NOTES:
 All dimensions are in millimetres unless otherwise stated. Detail construction per drawing.
 Very minor construction site plan to contractors.
 GFA, EPC, etc. to be provided. Construction per drawing. All construction to be in accordance with the relevant Australian Standards. All construction to be in accordance with the relevant Australian Standards. All construction to be in accordance with the relevant Australian Standards. All construction to be in accordance with the relevant Australian Standards.

LEGEND

- Actual modification to be made as per drawing (DRAFT/2006 & MOD/2006)
- Proposed additions/modifications for BCA compliance

WHERE EXISTING GLAZING IS TO BE INSTALLED AND EXTENDED AS REQUIRED FOR BALANCE



Item No.	Description	By	Date
1	PREPARED FOR SUBMITTAL		
2	PREPARED FOR SUBMITTAL		
3	PREPARED FOR SUBMITTAL		
4	PREPARED FOR SUBMITTAL		
5	PREPARED FOR SUBMITTAL		
6	PREPARED FOR SUBMITTAL		
7	PREPARED FOR SUBMITTAL		
8	PREPARED FOR SUBMITTAL		
9	PREPARED FOR SUBMITTAL		
10	PREPARED FOR SUBMITTAL		

PROJECT
 EXISTING LODGE
 ACCOMMODATION:
 \$4.65(2) MODIFICATION
 309 WOLLODDBY ROAD
 CRACKENACK

DRAWING TITLE
 MAIN LODGE
 SOUTH ELEVATION

C. BENT
 LESLIE FARKASH

Scale: 1:50
 Drawing: CR/04
 Project No.: 0470
 Sheet No.: 01
 1:50 @ A1 (1:100 @ A3)
 SHEET NUMBER: D470_MOD_06
 REVISION: 13

DRAFT



FIGURE 6.2: MAIN LODGE - SOUTH ELEVATION (IMAGE 3 OF 3)
 MODIFIED EXTERNAL FINISHES AS SHOWN



FIGURE 6.1: MAIN LODGE - SOUTH ELEVATION (IMAGE 2 OF 3)
 MODIFIED EXTERNAL FINISHES AS SHOWN



FIGURE 6.1: MAIN LODGE - SOUTH ELEVATION (IMAGE 1 OF 3)
 MODIFIED EXTERNAL FINISHES AS SHOWN

NOTES:
 1. All work must be carried out in accordance with the relevant Australian Standards and Codes of Practice.
 2. All work must be carried out in accordance with the relevant Australian Standards and Codes of Practice.
 3. All work must be carried out in accordance with the relevant Australian Standards and Codes of Practice.
 4. All work must be carried out in accordance with the relevant Australian Standards and Codes of Practice.
 5. All work must be carried out in accordance with the relevant Australian Standards and Codes of Practice.

LEGEND

- Abbreviations used in this drawing are defined in the Schedule of Materials.
- Proposed additions to be made to the existing structure.

Item No.	Description	Rev.	Date
01	ISSUE FOR PERMIT	1	15/05/2024
02	ISSUE FOR PERMIT	1	15/05/2024
03	ISSUE FOR PERMIT	1	15/05/2024
04	ISSUE FOR PERMIT	1	15/05/2024
05	ISSUE FOR PERMIT	1	15/05/2024
06	ISSUE FOR PERMIT	1	15/05/2024
07	ISSUE FOR PERMIT	1	15/05/2024
08	ISSUE FOR PERMIT	1	15/05/2024
09	ISSUE FOR PERMIT	1	15/05/2024
10	ISSUE FOR PERMIT	1	15/05/2024

PROJECT
 EXISTING LODGE
 ACCOMMODATION:
 54.56(2) MODIFICATION
 309 WOLLONDIRBY ROAD
 CRACKENACK

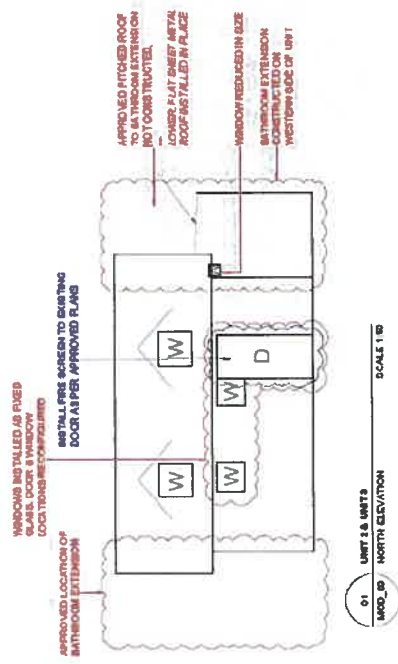
DRAWING TITLE
 UNIT 2 & UNIT 3:
 ELEVATIONS

CLIENT
 LESLIE FARKASH

Down TP
 Designed CLIENT
 Drawn BY
 Checked BY
 1:50 @ A1 / 1:100 @ A3
 SHEET NUMBER
 D02_MCD_09 REVISION
 P3



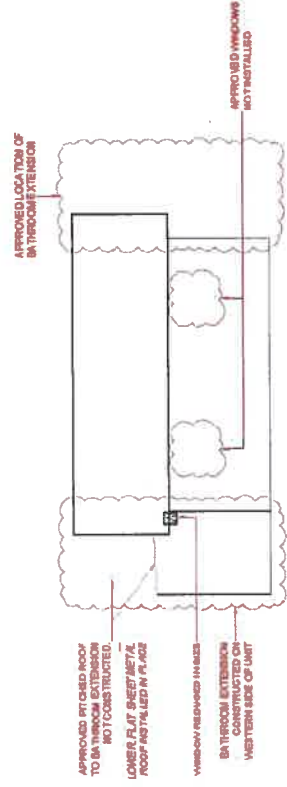
FIGURE 00.1: UNIT 2 & UNIT 3 - NORTH ELEVATION (UNIT 1 SHOWN)
 MODIFIED EXTERNAL FINISHES AS SHOWN



01 UNIT 2 & UNIT 3
 MOD_00 NORTH ELEVATION
 SCALE 1:50



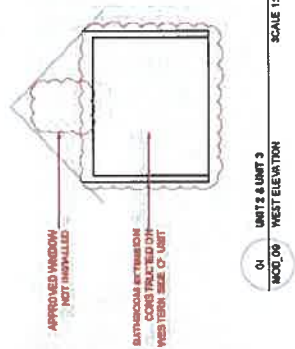
FIGURE 00.2: UNIT 2 & UNIT 3 - SOUTH ELEVATION (UNIT 1 SHOWN)
 MODIFIED EXTERNAL FINISHES AS SHOWN



02 UNIT 2 & UNIT 3
 MOD_00 SOUTH ELEVATION
 SCALE 1:50



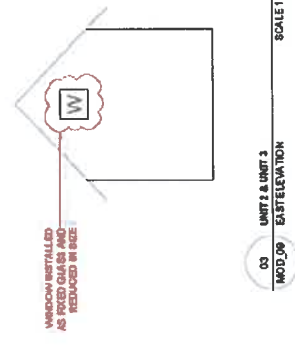
FIGURE 00.4: UNIT 2 & UNIT 3 - WEST ELEVATION (UNIT 2 SHOWN)
 MODIFIED EXTERNAL FINISHES AS SHOWN



03 UNIT 2 & UNIT 3
 MOD_00 WEST ELEVATION
 SCALE 1:50



FIGURE 00.3: UNIT 2 & UNIT 3 - EAST ELEVATION (UNIT 2 SHOWN)
 MODIFIED EXTERNAL FINISHES AS SHOWN



04 UNIT 2 & UNIT 3
 MOD_00 EAST ELEVATION
 SCALE 1:50

DRAFT

DISCLAIMER:
 All drawings have been prepared in accordance with the relevant Australian Standards and Codes of Practice. The drawings are provided as a guide only and do not constitute a contract. The client is responsible for ensuring that the drawings are used in accordance with the relevant Australian Standards and Codes of Practice. The drawings are provided on the understanding that the client will obtain all necessary approvals and permits for the works shown on the drawings.

LEGEND

-  Approved modification to an existing approved development (DA/DO/CO/COM & ACCORDANCE)
-  Proposed additional modifications for BCA compliance

Item No.	Description	By	Date
01	PREPARED FOR CLIENT REVIEW	CP	15/08/2024
02	FOR CLIENT REVIEW	CP	15/08/2024
03	FOR CLIENT REVIEW	CP	15/08/2024
04	FOR CLIENT REVIEW	CP	15/08/2024
05	FOR CLIENT REVIEW	CP	15/08/2024

PROJECT
 EXISTING LODGE
 ACCOMMODATION:
 34.85(2) MODIFICATION
 309 WOLLONDBY ROAD
 CRACKENACK

DRAWING TITLE

UNIT 4
 ELEVATIONS

CLIENT

LESLIE FARKASH

Drawn: CP
 Checked: CP
 Project No.: D070
 Date: 15/08/2024
 Scale: 1:50
 SHEET NUMBER: D070_MOD_10
 REVISION: 13



FIGURE 9-1: UNIT 4 - NORTH ELEVATION
 MODIFIED EXTERNAL FINISHES AS SHOWN



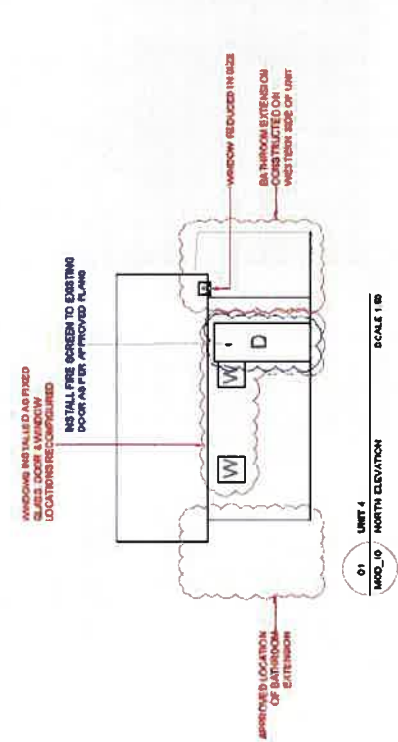
FIGURE 9-2: UNIT 4 - SOUTH ELEVATION
 MODIFIED EXTERNAL FINISHES AS SHOWN



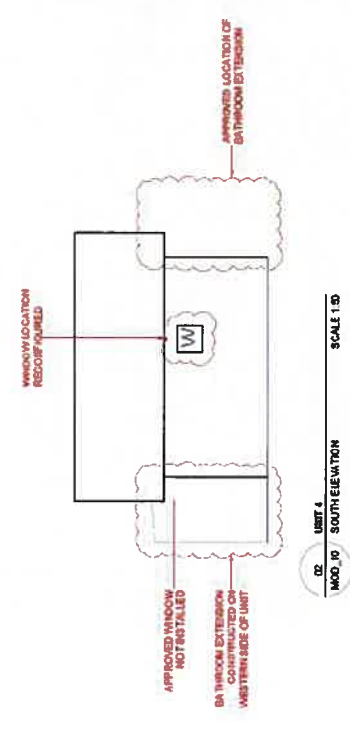
FIGURE 9-3: UNIT 4 - EAST ELEVATION
 MODIFIED EXTERNAL FINISHES AS SHOWN



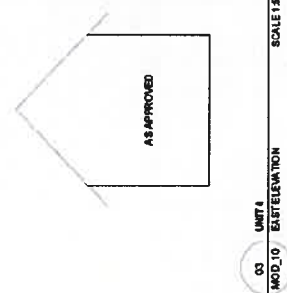
FIGURE 9-4: UNIT 4 - WEST ELEVATION
 MODIFIED EXTERNAL FINISHES AS SHOWN



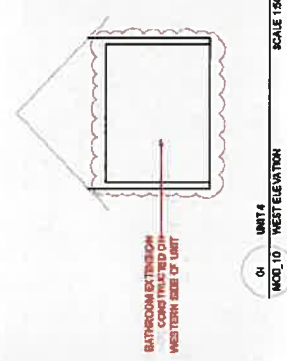
01 UNIT 4
 MOD_10 NORTH ELEVATION
 SCALE 1:50



02 UNIT 4
 MOD_10 SOUTH ELEVATION
 SCALE 1:50



03 UNIT 4
 MOD_10 EAST ELEVATION
 SCALE 1:50



04 UNIT 4
 MOD_10 WEST ELEVATION
 SCALE 1:50

DRAFT

DISCLAIMER:
This drawing is the property of Creative Planning Solutions and is not to be used for any other purpose without the written consent of Creative Planning Solutions. The client is responsible for ensuring that the design complies with all applicable laws, regulations and standards. The client is also responsible for ensuring that the design is suitable for the intended use and that it does not infringe on any third party's intellectual property rights. The client is also responsible for ensuring that the design is suitable for the intended use and that it does not infringe on any third party's intellectual property rights.

LEGEND

- As-built modifications to previously approved (DA/DO/2004 & MCC0006/2006)
- Proposed additional modifications for BCA compliance

Item/Class	Description	By	Date
01	REVISED		
02	REVISED		
03	REVISED		
04	REVISED		
05	REVISED		
06	REVISED		
07	REVISED		
08	REVISED		
09	REVISED		
10	REVISED		

PROJECT
EXISTING LODGE ACCOMMODATION: \$4.56(2) MODIFICATION 309 WOLLONDBY ROAD CRACKENACK

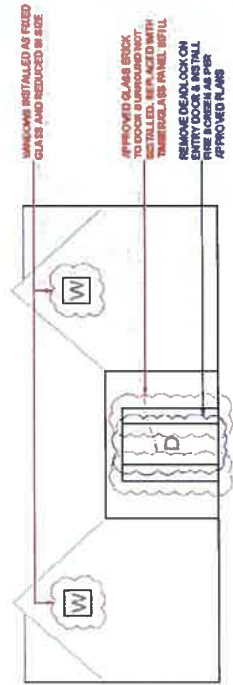
DRAWING TITLE
UNIT BLOCK B: ELEVATIONS

CLIENT
LESLIE FARKASH

Drawn: TP
Designed: CUBH
Approved: CUBH
Scale: 1:50
J:\9\01\171\100\03
D:\01_MOD_13
REVISION
P3



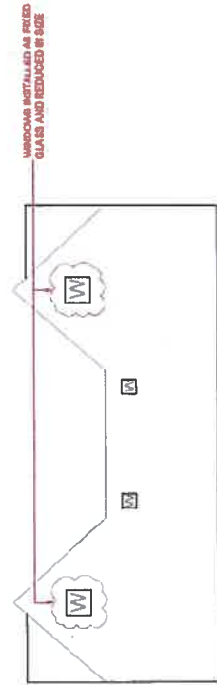
FIGURE B.1: UNIT BLOCK B - EAST ELEVATION
MODIFIED EXTERNAL FINISHES AS SHOWN



01 UNIT BLOCK B
MOD_13 EAST ELEVATION SCALE 1:50



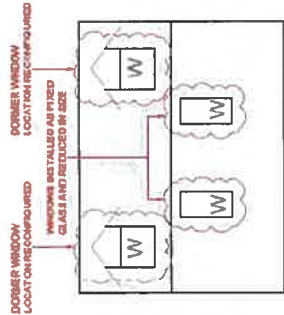
FIGURE B.2: UNIT BLOCK B - WEST ELEVATION
MODIFIED EXTERNAL FINISHES AS SHOWN



02 UNIT BLOCK B
MOD_13 WEST ELEVATION SCALE 1:50



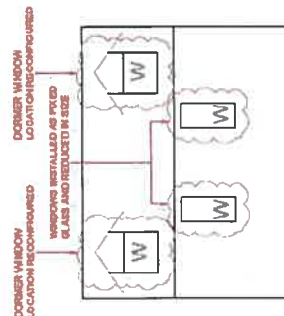
FIGURE B.4: UNIT BLOCK B - SOUTH ELEVATION (SUIT FORM PARTIALLY OBLSCURED)
MODIFIED EXTERNAL FINISHES AS SHOWN



04 UNIT BLOCK B
MOD_13 SOUTH ELEVATION SCALE 1:50



FIGURE B.3: UNIT BLOCK B - NORTH ELEVATION
MODIFIED EXTERNAL FINISHES AS SHOWN



03 UNIT BLOCK B
MOD_13 NORTH ELEVATION SCALE 1:50

DRAFT

DISCLAIMER:
 All drawings are the intellectual property of CPS. Clients retain the right to use the drawings for their own purposes. CPS does not accept liability for any errors or omissions in the drawings. The client is responsible for ensuring that the drawings are used in accordance with the relevant laws and regulations. The client is also responsible for ensuring that the drawings are used in accordance with the relevant laws and regulations.

LEGEND

- As-built modifications to be clearly approved (DA/0006/2008 & AC0006/2006)
- Proposed additions/modifications for BCA compliance

Item/Revision Description	By	Date
1. PREPARED FOR PERMIT		
2. PREPARED FOR PERMIT		
3. PREPARED FOR PERMIT		
4. PREPARED FOR PERMIT		
5. PREPARED FOR PERMIT		
6. PREPARED FOR PERMIT		
7. PREPARED FOR PERMIT		
8. PREPARED FOR PERMIT		
9. PREPARED FOR PERMIT		
10. PREPARED FOR PERMIT		

PROJECT
 EXISTING LODGE ACCOMMODATION:
 54.55(2) MODIFICATION
 389 WOLLONDIBBY ROAD
 CRACKENACK

DRAWING TITLE
 UNIT BLOCK C:
 ELEVATIONS

CLIENT
 LESLIE FARKASH

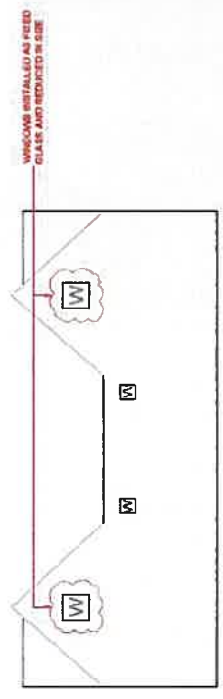
Drawn By: []
Checked By: []
Project No.: D070
Sheet No.: []
Scale: 1:50 @ A1 / 1:100 @ A3
SHEET NUMBER: DA70.MOD.14
REVISION: P3



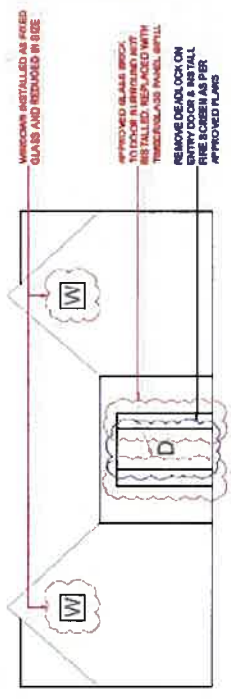
FIGURE 1A1: UNIT BLOCK C - EAST ELEVATION
 MODIFIED EXTERNAL FINISHES AS SHOWN



FIGURE 1A2: UNIT BLOCK C - WEST ELEVATION
 MODIFIED EXTERNAL FINISHES AS SHOWN



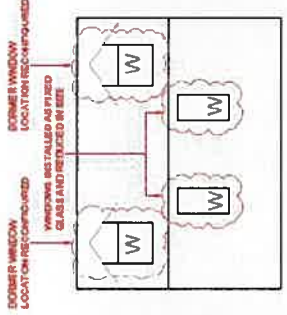
01 UNIT BLOCK C - EAST ELEVATION
 MOD.14 SCALE 1:50



02 UNIT BLOCK C - WEST ELEVATION
 MOD.14 SCALE 1:50



FIGURE 1A3: UNIT BLOCK C - NORTH ELEVATION
 MODIFIED EXTERNAL FINISHES AS SHOWN



04 UNIT BLOCK C - NORTH ELEVATION
 MOD.14 SCALE 1:50



FIGURE 1A4: UNIT BLOCK C - SOUTH ELEVATION
 MODIFIED EXTERNAL FINISHES AS SHOWN

DRAFT

Appendix B NSW RFS letter, dated 14 July 2021



NSW RURAL FIRE SERVICE

Snowy Monaro Regional Council
PO Box 714
COOMA NSW 2630

Your reference: (CNR-23647) DA0060/2006
Our reference: DA20210708002800-Original-1

ATTENTION: Sarah Brown

Date: Wednesday 14 July 2021

Dear Sir/Madam,

Development Application
s4.14 - Other - Single Dwelling - Alterations & Additions
Modification - 309 WOLLONDIBBY RD CRACKENBACK NSW 2627, 9//DP245722

I refer to your correspondence dated 11/06/2021 seeking advice regarding bush fire protection for the above Development Application.

The New South Wales Rural Fire Service (NSW RFS) has reviewed the information provided and advises the following:

The bush fire consultant has applied the provisions under the obsolete *Planning for Bush Fire Protection 2001* (PBP 2001) for all works seeking approvals. However, works seeking retrospective approval and new works associated with the bar and driveway must be assessed under the current requirements *Planning for Bush Fire Protection 2019* (PBP 2019). As such, a bush fire assessment will need to be undertaken to determine the Bushfire Attack Level (BAL) for these works.

The rectification works under the approved plans will continue to comply with the consent conditions, including the bush fire safety authority (BFSa) requirements dated 15 August 2006. It is expected conditions relating to the rectification works and existing development will continue to remain. However, retrospective and new works will be conditioned to current requirements under PBP 2019. As such, the bush fire consultant is to make recommendations addressing both elements of the proposed modification.

Furthermore, a comparative assessment must be undertaken by the consultant, which must include the submission and references of the following plans and documentation:

- Stamped plans approved under MOD0062/2006;
- Referenced documentation in condition 1 of the BFSa dated 15 August 2006; and
- The registered section 88b instrument for the Asset Protection Zone affecting the adjoining land.

The Applicant can also consider the provisions under section 6.4 of PBP 2019 relating to the development of existing Special Fire Protection Purpose facilities.

1

Postal address

NSW Rural Fire Service
Locked Bag 17
GRANVILLE NSW 2142

Street address

NSW Rural Fire Service
4 Murray Rose Ave
SYDNEY OLYMPIC PARK NSW 2127

T (02) 8741 5555
F (02) 8741 5550
www.rfs.nsw.gov.au

If additional information is not received within 21 days the application will be refused on the basis of Requested Information not provided. A formal request for re-assessment would be required after this time.

For any queries regarding this correspondence, please contact Simon Derevnin on 1300 NSW RFS.

Yours sincerely,

Anna Jones
Supervisor Development Assessment & Plan
Built & Natural Environment



Appendix C Comparable assessment

In accordance with correspondence from the NSW RFS dated 14 July 2021, and due to the unusual circumstances, which apply to this proposal, a comparable assessment has been undertaken herein. The comparable assessment is limited in scope to proposed retrospective work and new work only and specifically discusses the specifications and performance criteria of PBP 2001 and the current version, PBP 2019.

The assessment below has not included minor works which were identified in Table 2-2 as being subject to Section 6.5 of PBP.

Table 9-1 Comparable assessment between PBP 2001 & PBP 2019

Approval sought		Building / location		Work / Construction Element		Application PBP 2001 and AS 3959 (per MOD 0062/2006)		Application of PBP 2019 (pending modification sought)	
Retrospective work	Main Lodge	New/relocated doors and new/relocated/resized windows on all elevations.	New/relocated doors and windows, where relocated or replaced (on all elevations), would comply with Level 1 – AS 3959-1999.			Doors and windows, where relocated or replaced (on all elevations), would comply with Level 1 – AS 3959-1999.		New windows and doors (on all elevations) would comply with Section 3 & 5 of AS 3959-2018 (BAL-12.5).	
		A new/reconfigured verandah and pergola with an adjoining deck on the building's southeast elevation.			As the Class 10a structure is not located greater than 6m from the building, the new work must comply with Level 1 – AS 3959-1999.		The upgrades to a Class 10a structure must comply with Section 3 & 5 of AS 3959-2018 (BAL-12.5).		
		Changes to window glazing.			Any change to window glazing (including screened, if not fixed glazing) would require Level 1 – AS 3959-1999.		An Any change to window glazing (including screened, if not fixed glazing) would require satisfying Section 3 & 5 of AS 3959-2018 (BAL-12.5).		
	Units	New/relocated doors and new/relocated/resized windows (some of which have been			Any change to doors and glazing (including screened, if not fixed glazing) would		Any change to doors and glazing (including screened, if not fixed glazing) would require		

Approval sought	Building / location	Work / Construction Element	Application PBP 2001 and AS 3959 (per MOD 0062/2006)	Application of PBP 2019 (pending modification sought)
		constructed with fixed glass) and roof dormers.	require Level 1 – AS 3959-1999.	satisfying Section 3 & 5 of AS 3959-2018 (BAL-12.5).
		Replacement of glass brick door surrounds with timber/glass panel infills.	Works would require Level 1 – AS 3959-1999.	Works would require Section 3 & 5 of AS 3959-2018 (BAL-12.5).
		Relocation of one Unit (Unit A) from the northwest to the southeast side of the proposal area. Note: Unit A (originally Unit 8 – Type C as approved by DA0062) was situated in a different location, approximately 60m west of its current position. The MOD0062/2006 (determined 29/9/2008) approved its relocation, however an updated bush fire assessment and consideration of APZ and commensurate AS3959 construction requirements was not undertaken.	All building works require Level 1 – AS 3959-1999. However, the new position of Unit A (south-east), does not enable a sufficient APZ to be provided commensurate for Level 1 construction.	An increase in proposed APZs would be required to enable the building to meet BAL-12.5 setback and construction requirements and to provide an increase in APZ for increased safety of emergency services to operate within the defendable space. Refer to Figure 9-1.
		Reorientation of two units (Units B and C); no change to approved location.	All building works require Level 1 – AS 3959-1999.	Works would require Section 3 & 5 of AS 3959-2018 (BAL-12.5).

Approval sought		Building / location	Work / Construction Element	Application PBP 2001 and AS 3959 (per MOD 0062/2006)	Application of PBP 2019 (pending modification sought)
New work	Main Lodge	Upgrades to a deck on the northwest elevation to repair water damage, which include a new waterproof membrane and balustrades.	Provide a bar/service area within the existing building footprint (internal alteration)	As the Class 10a structure is not located greater than 6m from the building, the new work must comply with Level 1 – AS 3959-1999.	The upgrades to a Class 10a structure must comply with Section 3 & 5 of AS 3959-2018 (BAL-12.5).
		External alteration (changes to glazing and cladding) associated with bar/service area	Designated parking areas were approved outside the road carriageway under PBP 2001. The relocation and construction of a parking area continues to be located	Notwithstanding the above, the proposal requires alterations to the external façade and placement of glazing. Under PBP 2001, works are required to comply with Level 1 – AS 3959-1999 construction requirements.	As the proposal requires external alterations, new building works have been assessed as requiring BAL-12.5 (AS 3959-2018) requirements. New glazing (including screens) and adjustments to the external façade would comply with Section 3 & 5 of AS 3959.
	Site Parking and Civil Works	Removal of 7 car parking spaces (east). Construct 7 car parking spaces area (west).			PBP 2019 requires parking areas to be located outside the road carriageway. This requirement would be complied with. The proposed parking area is located, with a substantial APZ provided, to provide a safer environment to facilitate guests leaving the property.

Approval sought	Building / location	Work / Construction Element	Application PBP 2001 and AS 3959 (per MOD 0062/2006)	Application of PBP 2019 (pending modification sought)
		Amendments to existing internal access roads	outside the loop road carriageway.	
			Section 4.3.2 of PBP applies (Condition 78) . Property access road specifications are generally compiled with on site, except for areas of road widening and the provision of passing bays (subject to this application).	Table 7.4a includes specifications that align to Section 4.3.2 of PBP 2001. The proposal would provide a 4m access road, with passing bays. The loop road is sign-posted, permitting one-way directional movement. The specifications (carriageway widths) for perimeter and non-perimeter roads under Section 6 of PBP, could not be achieved, due to the existing layout and prevailing site conditions. The existing property access road has the added advantage of acting as a perimeter road. An increase in APZs is recommended to provide the access road and location of SWS with greater protection (separation from hazard vegetation).

As identified above, it is required that the APZ increase in size along the southern perimeter, to offer the internal access road and Unit A (south-east building) an improved level of protection, through reduced exposure to radiant heat. Please refer to Figure 9-1, where the proposed increase in APZ footprint is identified. Through this expansion, it would also enable Wollondibby Road to contribute to providing a greater distance of separation from hazard vegetation located on adjacent land.

Due to the proposal applying to existing SFPP development, the objectives for existing SFPP development are addressed in Table 9-2 below.

Table 9-2 Objectives for existing SFPP development

Objectives	Comment
<p><i>provide an appropriate defensible space</i></p>	<p>The proposal layout and application of BPMs would afford the development and its users a level of protection from exposure to a bush fire.</p> <p>The siting of the development allows for the provision of APZs, internal access roads and carparking areas to provide separation from hazard vegetation.</p> <p>Suitable access and water supply are provided to the development</p> <p>Refer to Section 4.6 and Figure 2-1.</p> <p>An increase in APZ within the subject land is proposed, which will provide additional defensible spaces, and contribute to increasing the buildings resilience to bush fire attack.</p> <p>No increase in APZs is proposed for the adjacent (neighbouring) property, from the currently approved footprint.</p>
<p><i>site the building in a location which ensures appropriate separation from the hazard to minimise potential for material ignition</i></p>	<p>All buildings are located in previously approved positions and have been constructed or installed accordingly. Previous application of APZs under PBP 2001 has afforded the proposal with a reasonable level of protection from hazard vegetation and potential bush fire attack.</p> <p>The current and proposed increase to APZs within the proposal area would contribute to minimising the likelihood of material ignition.</p>
<p><i>provide a better bush fire protection outcome for existing buildings</i></p>	<p>Access for emergency services is provided to the interface through the provision of internal roads and carparking areas. Roads have been designed to comply with PBP to ensure appropriate access is provided to facilitate emergency services. Refer to Section 5.4.</p> <p>Utilities are also provided, whereby a 50,000 litre static water supply is provided within the APZ, for use by emergency services.</p>
<p><i>new buildings should be located as far from the hazard as possible and should not be extended towards or situated closer</i></p>	<p>Not applicable. No new buildings are proposed.</p> <p>Where Unit A has been relocated, an increase in APZs is required to providing a reasonable separation from hazard vegetation.</p>

Objectives	Comment
<p><i>to the hazard than the existing buildings (unless they can comply with section 6.8)</i></p>	
<p><i>ensure there is no increase in bush fire management and maintenance responsibility on adjoining land owners without their written confirmation</i></p>	<p>Not applicable. No recommendations are made to increase the APZ over adjoining land. The APZ extent as approved over adjoining land will remain unchanged.</p>
<p><i>ensure building design and construction enhances the chances of occupant and building survival</i></p>	<p>Building design and construction requirements applied PBP 2001 and AS 3959-1999, where Level 1 requirements is based on radiant heat of up to 14kW/m²; offering an equivalent performance outcome to current BAL-12.5 (AS 3959-2018) construction requirements.</p>
<p><i>provide for safe emergency evacuation procedures including capacity of existing infrastructure (such as roads)</i></p>	<p>A Bush Fire Emergency Management and Evacuation Plan would be prepared in consultation with the NSW RFS and Fire and Rescue NSW. Refer to Section 5.6.</p> <p>An appropriate operational environment for emergency service personnel would be provided, through the provision of substantial APZs, an internal access road, which provides a perimeter road buffer, and carparking, paved areas.</p> <p>The proposal provides a managed, fuel reduced area. Buildings are provided with good separation, which reduces the likelihood of building-to-building fire.</p>

As the existing development has incorporated Level 1 construction requirements under PBP 2001, commensurate with considerable APZs, each building on site is afforded a base level of protection. This assessment has been able to demonstrate that the retrospective and new work proposed under the current modification application, would be undertaken, without compromising bush fire protection measures or previously applied construction requirements.

**Appendix D Conditions of Consent (MOD 0062/2006)
determined on 29/09/2008 by Snowy River
Shire Council**

TA 0682

Utimo Lodge

Wollondibby Rd.

SNOWY RIVER SHIRE COUNCIL

Environmental Services
 Razorback Plaza Gippsland Street Jindabyne
 PO Box 143 Berridale NSW 2628
 Ph: 64511550 Fax: 64562594
 www.snowyriver.nsw.gov.au

**NOTICE OF DETERMINATION MODIFICATION OF CONSENT**

Issued under Section 96 of the Environmental Planning and Assessment Act 1979

APPLICATION	MOD0062/2006
Determination	Consent subject to conditions
Approval Authority	Delegated authority
Consent Endorsement Date	9/04/2006 (DA0060/2006)
Modification Approval Date	29/09/2006

The modification of consent application described below has been considered by and Council and determined:

Development Proposal	Alterations and Additions to existing tourist accommodation - Staging of Development
Property Address	309 Wollondibby Road CRACKENBACK NSW 2627
Legal Description	Lot 9 DP 245722
Original DA No.	DA0060/2006
Property Number	102861

MODIFIED DEVELOPMENT CONSENT has been granted subject to the amended conditions detailed below.

Note: It is advised that this determination replaces the original determination. For ease of reference, all of the previous conditions have been re-listed. Those conditions amended or deleted have been indicated.

Part A : GENERAL MATTERS**Approved Plans and Documentation**

1. (Amended by MOD0062/2006)

The developer is to ensure that the development complies fully with DA0060/2006 as submitted to Council on the 2/11/2005 with supporting documentation including the development plans as stamped by the Snowy River Shire Council and attached to this Notice, (and as amended in red by Council) except where amended by

a) MOD0062/2006 with new stamped plans received 13/06/2006 being SK1-MOD0062/2006, SK2-MOD0062/2006, SK3-MOD0062/2006 and SK4-MOD0062/2006, and

b) the following conditions of consent:

Building Code of Australia

2. The development is to comply with the Building Code of Australia 2004.

Inconsistency between documents

3. In the event of any inconsistency between conditions of this consent and the drawings/documents referred to above, the conditions of this consent prevail.

Prescribed Conditions

4. The Applicant will comply with the prescribed conditions of development consent under clause 98 of the Regulation.

Disability Discrimination Act 1992

5. This consent does not imply or confer compliance with the requirements of the Disability Discrimination Act 1992.

It is the responsibility of the applicant to guarantee compliance with the requirements of the Disability Discrimination Act 1992. The current Australian Standard AS1428.1 – Design for Access and Mobility is recommended to be referred for specific design and construction requirements, in order to provide appropriate access to all persons within the building.

Part C: Prior to Release of Construction Certificate

Erosion and Sedimentation Control

6.
 - 1) Soil erosion and sediment control measures will be designed in accordance with the Snowy River Shire Council's DCP E2- Erosion and Sediment Control. Details are to be submitted to the satisfaction of the PCA prior to the issue of the Construction Certificate. Erosion and sediment controls will remain in place until final occupancy certificate has been issued and the maintenance bond (if required) has been released.
 - 2) The Construction Certificate Application must include a detailed erosion and sediment control plan (ESCP) for the construction phase of the development, prepared in accordance with the Snowy River Shire Council's DCP E2- Erosion and Sediment Control.

Asbestos Management Report

7. If asbestos is present in the existing buildings the submission of a report, prepared by a suitably qualified and experienced asbestos consultant, which indicates the exact nature and extent of asbestos material contained within the site and the proposed remediation measures to be adopted for the removal of the asbestos material from the site to a NSW Environmental Protection Authority registered waste disposal site. This report shall be submitted to the Principal Certifying Authority for its separate approval prior to the issue of the Construction Certificate.

Water Supply

8. The developer shall ensure that full details of the water supply (including existing supply) are provided prior to the issue of the Construction Certificate. These details are to include:
 - i) the location and size of any tanks and pumps
 - ii) a site plan showing reticulated pipes including size of pipes and calculation and data used to determine the design.

Part D: Prior to the Commencement of Works

Construction Certificate

9. The developer is to ensure no site works, construction or building works are to commence without first obtaining a Construction Certificate.

Stormwater and Drainage Works Design

10. Final design plans of the stormwater drainage systems, prepared by a qualified practicing Civil Engineer will be submitted to and approved by Council prior to commencement of stormwater drainage works. The hydrology and hydraulic calculations will be based on models described in the current edition of Australian Rainfall and Runoff.

Appointment of Principal Certifying Authority and Notice of Commencement

11. At least 48 hours prior to the commencement of any works on the site, a "Notice of Commencement of Work and Appointment of PCA Form" will be submitted to Council. This includes that prior to the commencement of works the Applicant will submit to Council:
- (a) A construction certificate for the building work which has been issued by the PCA; and,
 - (b) Evidence that the person having the benefit of the development consent has:
 - i) Appointed a Principal Certifying Authority (PCA) and notified Council in writing of the appointment, irrespective of whether Council or an accredited private certifier is appointed;
 - ii) notified the PCA that the person will carry out the building work as an owner-builder, if that is the case; and,
 - (c) Evidence that the principal PCA has, no later than 2 days before the building work commences:
 - i) notified the consent authority and the Council of his or her appointment, and;
 - ii) notified the person having the benefit of the development consent of any critical stage inspections and other inspections that are to be carried out in respect of the building work; and,
 - (d) Evidence that the person having the benefit of the development consent, if not carrying out the work as an owner-builder has:
 - i) notified the principal PCA of any such appointment; and,
 - ii) unless that person is the principal contractor, notified the principal contractor of any critical stage inspection and other inspections that are to be carried out in respect of the building work.

Construction Management Plan

12. Prior to the commencement of any works on the site, a Construction Management Plan will be submitted to and approved by the PCA. The Plan will address, but not be limited to, the following matters where relevant:
- (a) hours of work;
 - (b) contact details of site manager;
 - (c) traffic management (see also C6 below);
 - (d) noise and vibration management (see also C6 below);
 - (e) waste management (see also C8 below);
 - (f) erosion and sediment control (see also B2);
 - (g) flora and fauna management; and,

the Applicant will submit a copy of the approved plan to the Department and Council.

Site Notice

13. Before commencement of any work, a sign must be erected in a prominent, visible position:
- (a) stating that unauthorised entry to the work site is not permitted;
 - (b) showing the name, address and telephone number of the Principal Certifying Authority for the work; and
 - (c) showing the name and address of the principal contractor in charge of the work site and a telephone number at which that person can be contacted at any time for business purposes.
- This sign shall be maintained while the work is being carried out and removed upon the completion of the construction works.

Temporary Sanitary Facilities

14. 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.

Each toilet provided must be:

- (a) a standard flushing toilet; and
- (b) connected to either: an accredited sewage management facility or an approved chemical closet.

The toilet facilities shall be provided on-site, prior to the commencement of any works.

Enclosure of the Site

15. The site must be enclosed with a suitable security fence to prohibit unauthorised access, to be approved by the Private Certifying Authority. No building work is to commence until the fence is erected.

Termite Control

16. Prior to the commencement of works, the Applicant will submit to the satisfaction of the PCA (i.e. Council or Private Certifier) documentation confirming the building will be protected from termite attack in accordance with the provisions of Australian Standard AS 3660.1. The submitted documentation will include:

- (a) details of the proposed methods to be used; and
- (b) certification of works performed;

17. A durable notice must be permanently fixed to the building in a prominent location, such as in the electrical meter box indicating:

- (a) the method of protection;
- (b) the date of installation;
- (c) where a chemical barrier is used, its life expectancy as listed on the National
- (d) Registration Authority label; and
- (e) the need to maintain and inspect the system on a regular basis.

NOTE: Under slab chemical treatment will not be permitted as the only method of treatment unless the area can be retreated without major disruption to the building.

Asbestos Hazard Management Strategy

18. If asbestos is present in the existing buildings the preparation of an appropriate hazard management strategy by an asbestos consultant pertaining to the removal of contaminated soil, encapsulation or enclosure of any asbestos material is required. This strategy shall ensure any such proposed demolition works involving asbestos are carried out in accordance with the WorkCover Authority's "Guidelines for Practices Involving Asbestos Cement in Buildings". The strategy shall be submitted to the Principal Certifying Authority prior to the commencement of any works.

The approved strategy shall be implemented and a clearance report for the site shall be prepared by a NATA accredited hygienist and submitted to the Principal Certifying Authority prior to the issue of an Occupation Certificate or commencement of the development. The report shall confirm that the asbestos material has been removed or is appropriately encapsulated and that the site is rendered suitable for the development.

Consultation with NSW Work Cover Authority – Prior to Asbestos Removal

19. If asbestos is present in the existing buildings the applicant or appointed contractor is to give NSW Work Cover Authority at least seven days advanced notice, prior to the removal of asbestos from the site.

Sewerage Management Facility Approval

20. That the developer shall not undertake any works pertaining to plumbing and drainage, or the installation of a waste treatment device until such time as an application for these works under section 68 of the Local Government Act 1993 has been assessed and approved by Council.

Part E: During Works

Approved Plans to be On-site

21. A copy of the approved and certified plans, specifications and documents incorporating conditions of approval and certification will be kept on the site at all times and will be readily available for perusal by any officer of the Council or the PCA.

Erosion & Sediment Control

22. The developer is to ensure that where site works are undertaken including all excavations, land clearing and materials storage, all topsoil that is removed is stripped and stockpiled in an appropriate location for future revegetation works. The stockpiled area is to be encircled by a geofabric filter fence.
23. The developer is to ensure that erosion and siltation control measures are installed and maintained on the site for the entire length of the construction project. Erosion control measures are to include the placement of hay bales staked in the ground or the erection of geofabric filter fencing at the bottom of all areas where cut and fill is carried out and within any existing drainage areas from those cut and fill areas. These control measures are to be in accordance with the requirements of the consent authority and best management practices as outlined in the NSW Department of Housing's "Managing Urban Stormwater: Soils and Construction" Manual (1996) – the Blue Book".
24. The developer shall ensure that erosion and siltation control measures shall be undertaken in accordance with the approved *Erosion and Sediment Control Plan* in respect to any part of the land where the natural surface is disturbed or earthworks are carried out.
25. The developer is to ensure that all works proposed must be designed, constructed and operated to minimise sedimentation, erosion and scour of the banks or bed of the watercourse and to minimise adverse impacts on aquatic and riparian environments.

All-weather Access

26. An all-weather stabilised access point must be provided to the site to prevent sediment leaving the site as a result of vehicular movement. Vehicular movement should be limited to this single access way.

Site Management

27. The developer is to ensure that all builder' sheds, including temporary sanitary closets, must at all times be:
- (a) located wholly within the site;
 - (b) properly constructed and maintained to industry standards;
 - (c) securely anchored to the ground, and
 - (d) removed upon completion of the project.

Trade Waste

28. (a) The applicant must provide an adequate trade waste service to ensure that all waste material is contained, and removed from the site for the period of construction
- (b) Building materials used in the construction of the building are not to be deposited or stored on Council's footpath or road reserve, unless prior approval is obtained from Council
- (c) The burning of builders waste on site by open fire is prohibited.

Use of Explosives

29. The developer is to ensure that any person considering the use of explosives during construction must at all times:

- (a) be an operator licensed by the Department of Industrial Relations;
- (b) notify the local police and persons likely to be affected by the blasting;
- (c) obtain the necessary public liability insurance; and
- (d) use approved and serviceable blasting mats.

Use of Power Tools

30. The developer is to ensure that work on the development site by all persons using power tools and equipment is limited to the following hours:

Mon – Fri	7.00am to 8.00pm
Saturday	7.00am to 8.00pm
Sunday	8.00am to 8.00pm
Public Holidays	8.00am to 8.00pm

Inspection Notification

31. The Principal Certifying Authority (PCA) (i.e. Council or Private Certifier) is to be given a minimum of 48 hours notice prior to any critical stage inspection or any other inspection nominated by the PCA via the notice under Section 81A of the Environmental Planning and Assessment Act 1979.

Public Access and Site Security

32. It is the responsibility of the applicant to restrict public access to the building site, building works or materials or equipment on the site when building work is not in progress or the site is otherwise unoccupied. In this regard, the developer must ensure that perimeter fencing is provided for all construction sites in accordance with Occupational Health and Safety Regulation 2001.

Fire Safety (Class 2-9 Buildings Only)

33. The developer shall ensure that to provide facilities for suppression of fire during the course of construction, not less than one fire extinguisher to suit A, B and C fires and electrical fires shall be provided at all times on each storey adjacent to each required exit.

Food Storage

34. Any premises used for the storage, preparation or sale of food are to comply with the relevant provisions of the Food Act, 1989. Details of fittings and equipment are to be submitted to the PCA prior to installation.

Food Premises - Construction

35. All walls in the food preparation and food storage areas will be of solid construction, easily washable, lightly coloured and tiled to the height of at least 2 metres above floor level, or where not tiled, cement rendered to provide a smooth even finish to the ceiling. Note: Stud framed walls will not be acceptable. Intersections of all floors with walls will be covered to a radius of not less than 25mm. Details of fittings and equipment are to be submitted to the PCA prior to installation.

Food Premises - Flooring

36. All flooring materials in the food preparation and storage areas are to be impervious, non slip, non abrasive and capable of withstanding heavy duty operation. Where tiling is to be used epoxy grout finished flush with the floor surface is to be used in joints or alternatively all tiles are to be but joined and free of cracks or crevices. Details of fittings and equipment are to be submitted to the PCA prior to installation.

Revegetation Works

37. The developer is to ensure that at the completion of site works the following landscaping works are carried out:
- (a) topsoil is spread over all disturbed areas* with priority given to cut and fill batters;
 - (b) all disturbed areas* are re-vegetated using drylands grass mix with a complete fertiliser;
 - (c) all disturbed areas* are to be weed free hay mulched. The hay mulching is to be undertaken by a suitable contractor in accordance with Snowy River Development Control Plan 1998 – Circular R3 Revegetation works.

(* including all footpath areas and adjoining properties where applicable)

Requirements if Asbestos is Present in the Building(s)

38. The removal of any asbestos material must be carried out by an approved contractor if over 200 square metres in area in strict accordance with WorkCover Authority requirements.
39. A sign shall be erected in a prominent location stating that asbestos removal work is in progress and advising of the project manager and company undertaking the work and relevant contact details.
40. The internal floor area affected or likely to be affected, by scattering of asbestos pieces, particles or fibres during demolition or cutting into the building, is to be cleaned by vacuuming by a contractor approved by Workcover. A Clearance Report to certify that the site area is free of asbestos is to be submitted to Council by a NATA registered hygienist within fourteen (14) days of the completion of renovations (or prior to Occupation Certificate being issued).
41. The asbestos waste must be collected and stored on-site in impermeable bags inside an adequate waste receptacle pending transportation. The receptacle must be lined and covered in accordance with the bin provider's requirements and S29 of the Protection of the Environment Operations Waste Regulations 1996.
42. Transportation of asbestos from the site must comply with the Protection of the Environment Operations Waste Regulations 1996.
43. Asbestos waste must be prepared in accordance with WorkCover requirements and disposed of to an EPA licensed landfill site.
44. Any demolition works involving asbestos are to be carried out in accordance with the WorkCover Authority's – Your Guide to Working with Asbestos, "*Guidelines for Practices Involving Asbestos Cement in Buildings*". Transportation and disposal of asbestos materials shall be in accordance with EPA requirements.
45. In order to prevent the spread of hazardous material, the applicant shall ensure that:
- (a) power tools are not used on any asbestos material;
 - (b) work is undertaken in weather conditions where asbestos dust is unlikely to be blown off site;
 - (c) the work area is dampened to prevent any potential for dust generation;
 - (d) all asbestos waste is dampened prior to being wrapped or otherwise contained in heavy duty plastic material for storage on site within a waste receptacle and later transportation off site;
 - (e) the area affected, or likely to have been affected, by scattering of asbestos pieces, particles or fibres during demolition or cutting into the building is to be cleaned by vacuuming by a contractor approved by WorkCover.

Lead based Paint

46. To prevent contamination of the soil and human health risks associated with lead dust, safeguards must be used when removing flaking paint or sanding paint surfaces that are suspected to contain lead.

Part F: Prior to Occupation or Commencement of Use

Occupancy Certificates

47. An Occupation Certificate must be issued by the Principal Certifying Authority prior to occupation or use of the development. In issuing an Occupation Certificate, the Principal Certifying Authority must be satisfied that the requirements of Section 109H of the Environmental Planning and Assessment Act 1997 have been complied with as well as all of the conditions of the Development Consent.

Certificates for Class 1a, 1b and 10a buildings

48. A certificate prepared by an appropriate qualified person is to be submitted for the following building components, certifying to the PCA (i.e. Council or Private Certifier) that the nominated works have been carried out in accordance with the Building Code of Australia, relevant Australian Standards and any conditions of Development Consent. Works are not to progress past this point until the PCA has confirmed that this condition has been satisfied.

- (a) Truss certificate
- (b) Wet seal certificate
- (c) Roof fixers certificate
- (d) Plumber's certificate for tempered water (bathroom max 50°)
- (e) Smoke alarm certificate per AS3786
- (f) Termite certificate as per AS 3660.1
- (g) Any engineer's certificate
- (h) Fire separation certificate in accordance with requirements of the BCA .

Certificates for Class 2 - 9 buildings

49. A certificate prepared by an appropriate qualified person is to be submitted for the following building components, certifying to the PCA (i.e. Council or Private Certifier) that the nominated works have been carried out in accordance with the Building Code of Australia, relevant Australian Standards and any conditions of Development Consent. Works are not to progress past this point until the PCA has confirmed that this condition has been satisfied.

- (a) Termite protection
- (b) Penetration/sealing systems
- (c) Waterproofing
- (d) Survey
- (e) Sound/fire rated construction
- (f) Windows and doors
- (g) Glass in buildings
- (h) Handrails and balustrades
- (i) Materials including fire hazard characteristics
- (j) Roof covering
- (k) Roof trusses
- (l) Engineers (structural)
- (m) Engineer's (mechanical - including smoke hazard management, automatic smoke exhaust system, smoke and heat vents and automatic stair pressurization system)
- (n) Fire protection contractors (including fire hydrants, sprinkler systems, hydrants and hose reels, fire detection and alarm systems, emergency warning and inter-communication system)
- (o) Emergency lighting and exit signs
- (p) Fire resisting construction
- (q) Fire doors, smoke doors, fire windows and fire shutter

Fire Safety Certificate (Class 2-9 Only)

50. A Fire Safety Certificate will be furnished to the PCA (i.e. Council or Private Certifier) for all the Essential Fire or Other Safety Measures forming part of this approval prior to issue of an Occupation Certificate. As soon as practical after a Fire safety Certificate is issued, the owner of the building to which it relates:

- (a) Must cause a copy of the certificate (together with a copy of the current fire safety schedule) to be given to the Commissioner of New South Wales Fire Brigades, and
- (b) must cause a further copy of the certificate (together with a copy of the current fire safety schedule) to be prominently displayed in the building.

Annual Fire Safety Statement (Class 2-9 Only)

51. An Annual Fire Safety Statement must be provided to Council and the NSW Fire Brigade commencing within 12 months after the date on which the consent authority initial Fire Safety Certificate is received.

Advertising Signage

52. No external advertising or business signage is approved by this approval. Any future signage will be the subject of a separate development application, where statutorily required.

Completion of Sewerage Management Facility

53. The developer shall ensure that if work relating to the installation of the approved waste water treatment system is not completed prior to a request for an occupation certificate, the developer shall ensure that all waste water drainage from the development is connected to the existing 27000 litre steel pump out tank. All work associated with such a connection shall be inspected by Council and approved prior to the issue of the Occupancy Certificate. The operator shall submit to Council a copy of the receipt (detailing the amount of effluent removed and date) for each pump out service.

Part G: Use of Site

Annual Fire Safety Certification

54. The owner of the building will certify to Council every year that the essential services installed in the building for the purpose of fire safety have been inspected and at the time of inspection are capable of operating to the required minimum standard. This purpose of this condition is to ensure that there is adequate safety of persons in the building in the event of fire and for the prevention of fire, the suppression of fire and the prevention of spread of fire.

Stormwater Management Plan

55. The developer shall ensure that all on-site storm water is treated in accordance with the approved Stormwater and Drainage Design (as per Condition No. 10).

Rainwater Tanks

56. All fixtures connected to the supply system are marked 'RAINWATER'.

57. The developer shall ensure that rainwater tanks are de-sludged every three years.

58. The tank is enclosed and inlets screened, so as to prevent the entry of foreign matter and to prevent mosquito breeding.

59. The developer shall ensure that the roof catchment area is kept clear of overhanging vegetation.

60. Pumps are to be covered or screened to avoid noise nuisances to neighbouring properties.

61. The developer shall ensure that all storm water that is not collected by the tank is directed away from tank foundations, buildings or other structures onto gardens or into rubble pits or directly to the road drainage system such that it does not cause nuisance to neighbouring properties.

Rainwater Tanks - Underground

62. The developer shall ensure that any underground rainwater tanks are sealed to prevent any surface water entering the tank.

Off-Street Car Parking

63. The developer is to ensure that a minimum of 15 car parking spaces are provided on-site for this development in accordance with the approved Site Plan and Council's DCP Circular C1 - Off-street Carparking. The car parking spaces must:

- (a) each be a minimum of 5.5m long and 2.6m wide;
- (b) be clearly marked for use by occupants of each dwelling;
- (c) be surfaced; and
- (d) be accessible at all times.

External Finishes

64. The developer is to ensure that the external type, colour and texture of materials to be used on the project shall be consistent with those of the existing development.

65. Any outbuildings or other ancillary structures are to be finished in colours and materials of natural earthy tones and low reflective quality to blend with the surroundings. The driveway is to be finished in dark earth tones.

Amenity

66. The developer shall ensure that lighting of the premises is to be directed so as not to cause nuisance to the owners or occupiers of adjoining premises or to motorists on adjoining or nearby roads.

Storage of Goods and Materials

67. All goods, materials and equipment shall be stored within the building and no part of the land shall be used for purposes of storage.

Occupancy Rates - Building

68. The buildings are to be occupied by a number of persons not exceeding the number listed in the following schedule:

A Frame - Main Building
0 Persons

Units 1,2 & 3 (type B)
6 persons

Unit 4 (type A)
4 persons

Unit 5 (type C)
6 persons

Units 6,7 & 8 (Type D)
12 persons

Staff Accommodation
4 persons

Total Number of Persons

69. The proposed development is not to be occupied by more than 68 persons at any one time with only 64 guests permitted.

Commencement of Works Notice

70. At least 2 days prior to commencement of works on-site, a notice of commencement (refer attached form) is to be submitted to Council in accordance with the provisions of section 81(2)(c) of the Environmental Planning & Assessment Act 1979. Failure to notify Council prior to commencement may lead to the instigation of legal action.

Vegetation Clearing

71. The developer shall obtain separate development consent for the *clearing* of native vegetation prior to the commencement of works on site.

Driveways (Rural Development)

72. The developer is to ensure that the vehicular access road to the proposed development is constructed and maintained in accordance with the requirements of the Department of Land and Water Conservation pamphlet "Guidelines for the Planning, Construction and Maintenance of Trails".
73. The developer is to ensure that in conjunction with the "Guidelines for the Planning, Construction and Maintenance of Trails" the vehicular access road is constructed in accordance with the following standards:
- (a) The road must be 4 metres wide;
 - (b) Cross slope of the road must be no greater than 1:14 or 7% (i.e. a 28cm drop over 4 metres); and
 - (c) Road gradients must not exceed 16.7% (1:6) for gravel construction and 20% (1:5) for sealed surfaces.
74. The developer is to ensure that a dish drain vehicle crossing is constructed from the access road onto the land. Where a dish drain vehicle crossing is not practical, a pipe culvert vehicle crossing is to be provided. The pipe culvert is to be a minimum of 375mm in diameter constructed of reinforced concrete.

General Terms of Approval (Bushfire Safety Authority) – NSW Rural Fire Service

75. (Amended by MOD0062/2006 pursuant to RFS Document (Ref:ED/06/11996))
Asset Protection Zones are to be provided in accordance with the Sketch of proposed for Ultimo Lodge and Table 5.1 of the Bushfire Protection Assessment prepared by NGH Environmental (dated October 2005 amended 23.02.2006). **At a minimum of 50 metre Asset Protection Zone shall be provided to the east of Unit 8 (35 IPA and 15 OPA) and 40 metres to the south of Units 3, and 6-8 (25IPA and 15 OPA). Asset Protection Zones are to be maintained in accordance with Section 4.2.2 of Planning for Bushfire Protection 2001, and are to be maintained in accordance with Section 4.2.2 of Planning for Bushfire Protection 2001.** A section 88B Restriction as to User that is mutually agreed to by all land owners involved shall be established for the provision of any part of the Asset Protection Zone that extends onto adjoining land as identified in the Bushfire Protection Assessment.
76. Construction shall comply with AS3959-1999 Level 1 'Construction of Buildings in Bushfire Prone Areas'.
77. All openings for existing windows shall be screened with non corrosive mesh to prevent the entry of wind blown embers. If screens can not be fitted to the outside of the windows an alternate solution may be used that has the same performance outcome (i.e. screens on the inside that will prevent the entry of embers).

78. The existing loop road and new driveway shall comply with Section 4.3.2 of planning for bushfire protection 2001.
79. A tank with a capacity of 50,000 litres for the exclusive use of bushfire fighting purposes shall be provided as indicated in the Bushfire Protection Assessment. A 65mm storz fitting and ball gate valve shall be installed in the tank. The tanks shall be sited so a fire fighting vehicle can park within 6 metres and access to the tank shall comply with Section 4.3.3 of Planning for Bushfire Protection 2001
80. A Bush Fire Evacuation Plan is to be submitted to the NSW Rural Fire Service Development Control Services for approval. The evacuation plan is to detail the following:
 - a. Under what circumstance will the complex be evacuated
 - b. Where will all persons be evacuated to, both onsite and offsite
 - c. Roles and responsibilities of persons co-ordinating the evacuation
 - d. Roles and responsibilities of persons remaining at the complex after evacuation
 - e. A procedure to contact the NSW Rural Fire Service District Office/NSW Fire Brigade and inform them of the evacuation and where they will be evacuated to.

The reasons for the imposition of the amended conditions are:

- 1 To minimise any likely adverse environmental impact of the proposed development.
- 2 To ensure the protection of the amenity and character of land adjoining and in the locality.
- 3 To ensure the proposed development satisfies the relevant statutory requirements.
- 4 To ensure the development does not conflict with the public interest.
- 5 To ensure development proceeds in accordance with approved plans.

Notes Relating to the Determination

- 1 This modified consent continues to be effective and operates from the date shown as "Endorsement Date" on the front page of this notice. This modified consent will lapse 5 years from the endorsement date of original development consent, unless the development has physically commenced.
- 1a (Added by MOD0062/2006)
Pursuant to Clause 97 and 122 of the *Environmental Planning and Assessment Regulation 2000*, this determination replaces the original determination as from the date of the Modification Approval Date.
- 2 Pursuant to Section 82A(10) of the *Environmental Planning and Assessment Act 1979*, if on a review the council grants development consent, or varies the conditions of a development consent, the council is entitled, with the consent of the applicant and without prejudice to costs, to have an appeal made under Section 97 in respect of its determination withdrawn at any time prior to the determination of that appeal.
- 3 Section 97 of the *Environmental Planning and Assessment Act 1979* confers on an applicant who is dissatisfied with the determination of a consent authority a right of appeal to the Land and Environment Court exercisable within 12 months from the date of receipt of this notice.
- 4 Where the consent is for building work or subdivision work, no temporary buildings may be placed on the site and no site excavation, filling, removal of trees or other site preparation may be carried out prior to the issue of a Construction Certificate and appointment of a Principal Certifying Authority.

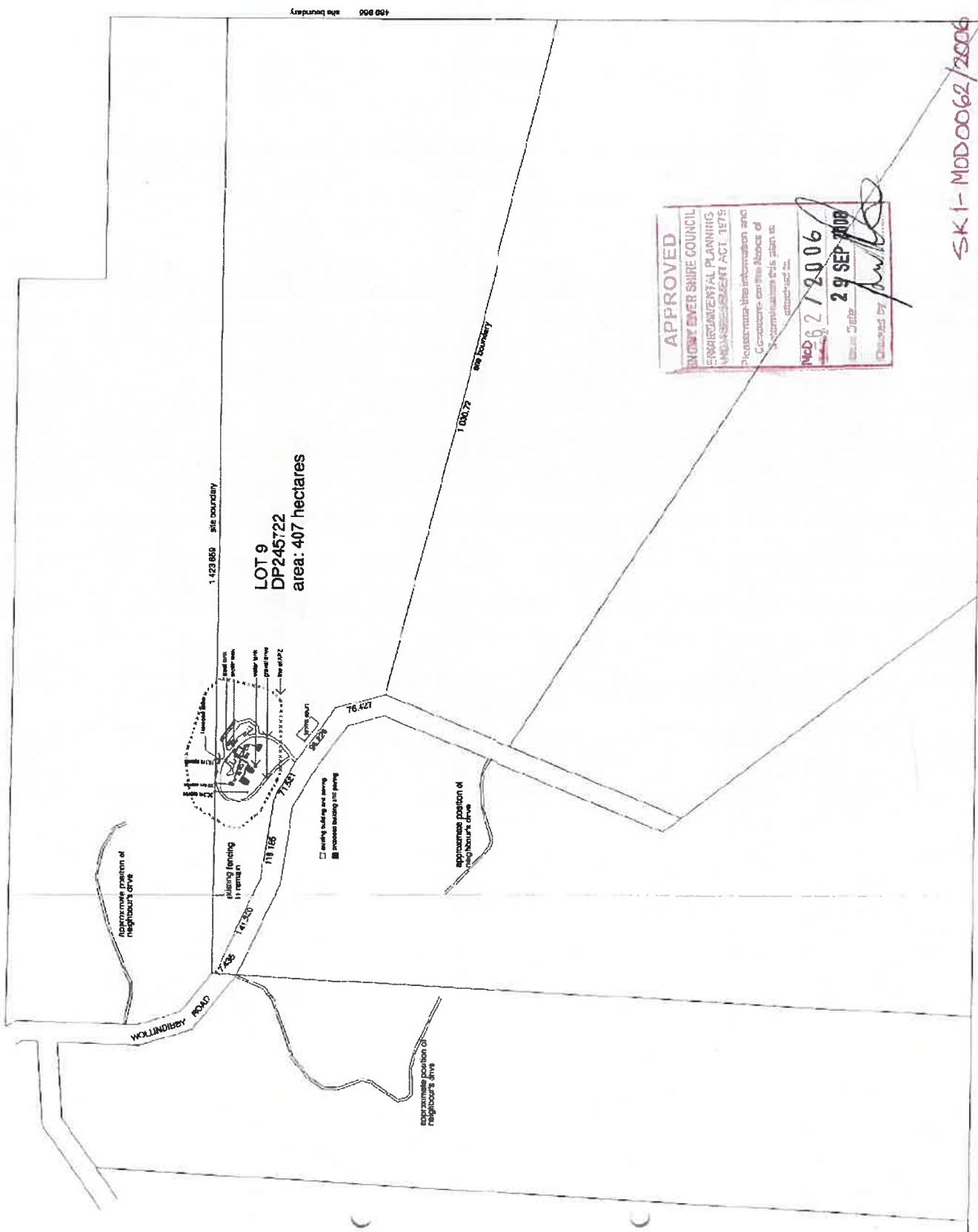
- 5 Pursuant to *Snowy River Local Environmental Plan 1997*, no tree in Zone 2(a), 2(b), 2(v) 3(a), 3(b) or 4 may be ringbarked, cut down, topped, lopped or wilfully destroyed except with the prior consent of Council which may be given subject to such conditions as Council considers appropriate. However, unless specified otherwise in this consent, those trees which are specifically designated to be removed on the plans approved under this consent or are within 3 metres of an approved building footprint may be removed, provided that a Construction Certificate has been issued for the development the subject of this consent and a Principal Certifying Authority appointed.
- 6 In this consent the developer means the applicant for development consent and any person or corporation who carries out the development pursuant to that consent.
- 7 The applicant is solely responsible for ensuring that all additional consents, permits and/or agreements are obtained from other authorities, as relevant.

**Signed on behalf of Murray Blackburn-Smith
Director of Environmental Services, Snowy River Shire Council**

Signature: _____

Delegated Officer: Bruce Wharrie, Town Planner

**Appendix E Stamped Modification (MOD 0062/2006)
Plans**



APPROVED
EMERY EVER SHIRE COUNCIL
ENVIRONMENTAL PLANNING
MANAGEMENT ACT, 1975
 Provide the information and
 Comments on the absence of
 information this plan is
 attached to.

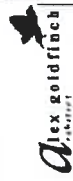
Web 6.2 / 2006
29 SEP 2008
 Checked by *[Signature]*

SK 1 - MDD0062 / 2006

www.aalexgoldfinch.com.au



Project Name



11 Street West
 Maitland NSW 2320
 Phone: 02 4922 1000
 Fax: 02 4922 1001

The value and type of product of
 this plan is not to be construed as
 a guarantee of performance. It is
 subject to the terms and conditions
 of the contract for construction.

Ultimo Lodge
Ultimo Lodge
 300 Macquarie Road
 Crookwell NSW

Drawing No.

Site plan

Scale 1:500

Client

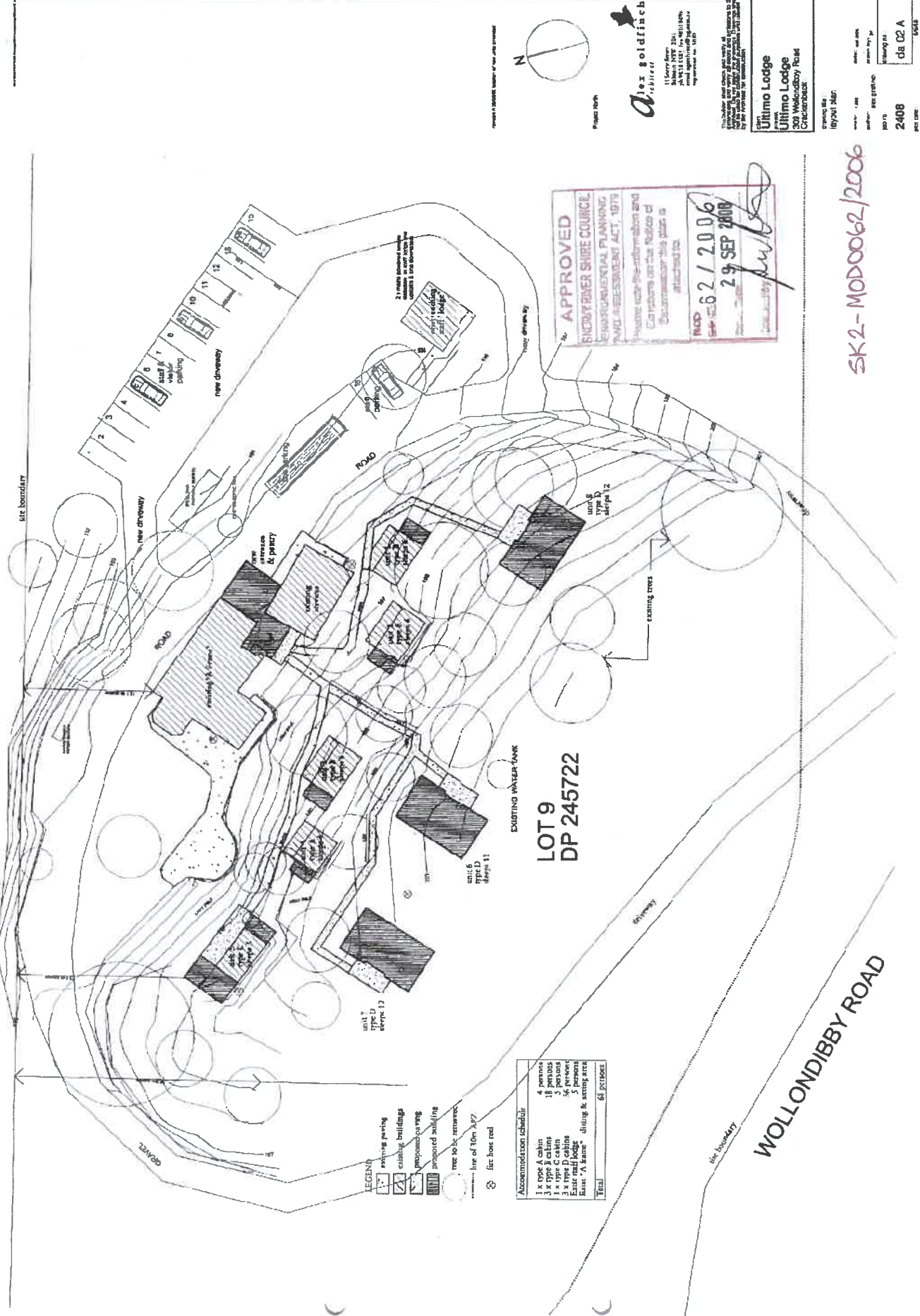
Project No.

2408

Sheet No.

da 01 A

Date



APPROVED
 RENOYR RIVER SHIRE COUNCIL
 ENVIRONMENTAL PLANNING
 AND ASSESSMENT ACT, 1979
 Having received information and
 considered the same in accordance with
 the provisions of the Act, the Council
 has resolved that this plan is
 approved as shown attached to
 MOD 62 / 2006
 29 SEP 2006
 [Signature]

Accommodation schedule

1 x type A cabin	4 persons
3 x type B cabins	18 persons
3 x type C cabins	12 persons
3 x type D cabins	12 persons
1 x type E cabin	2 persons
1 x type F cabin	2 persons
1 x type G cabin	2 persons
1 x type H cabin	2 persons
1 x type I cabin	2 persons
1 x type J cabin	2 persons
1 x type K cabin	2 persons
1 x type L cabin	2 persons
1 x type M cabin	2 persons
1 x type N cabin	2 persons
1 x type O cabin	2 persons
1 x type P cabin	2 persons
1 x type Q cabin	2 persons
1 x type R cabin	2 persons
1 x type S cabin	2 persons
1 x type T cabin	2 persons
1 x type U cabin	2 persons
1 x type V cabin	2 persons
1 x type W cabin	2 persons
1 x type X cabin	2 persons
1 x type Y cabin	2 persons
1 x type Z cabin	2 persons
Total	65 PERSONS

- LEGEND**
- existing parking
 - existing buildings
 - proposed building
 - tree to be removed
 - tree to be retained
 - size of 30m x 7.5m
 - fire hose reel

**LOT 9
 DP 245722**

Project North

Project North

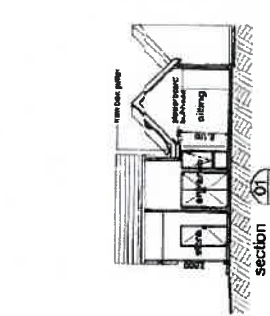
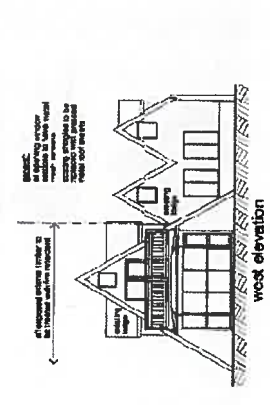
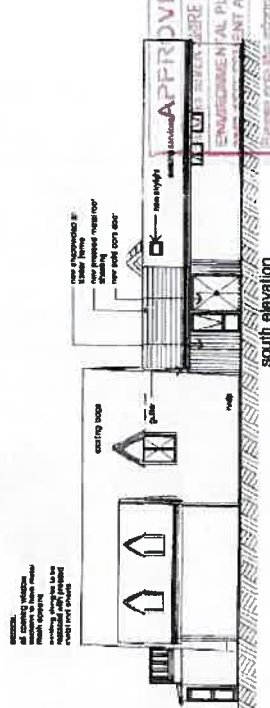
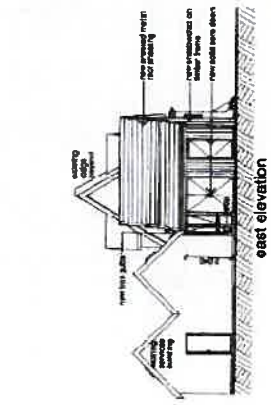
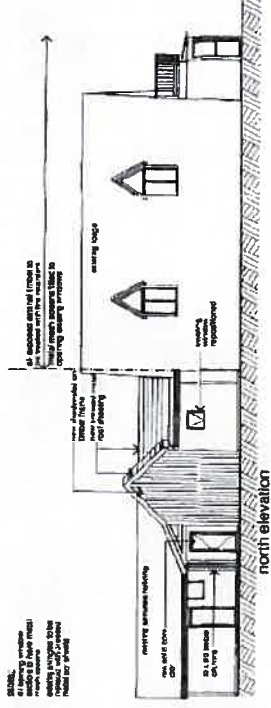
alex soldfinch
 architects

11 Lepp Lane
 Mount Sturt
 5111 SA
 Tel: 08 8333 1111
 Fax: 08 8333 1112
 Email: alex@alexsoldfinch.com.au
 Registered in SA

Ultimo Lodge
 300 Wollondibby Road
 Crystal Brook
 SA 5161

Drawing No: **ds 02 A**
 Date: **2408**
 Scale: **1:500**

SK2-MOD0062/2006



APPROVED
 CHANGEMANAGEMENT PLANNING
 CHANGEMANAGEMENT ACT 1979
 Expiry date on the Notice of Assessment this plan is attached to
 6212006
 29 SEP 2008

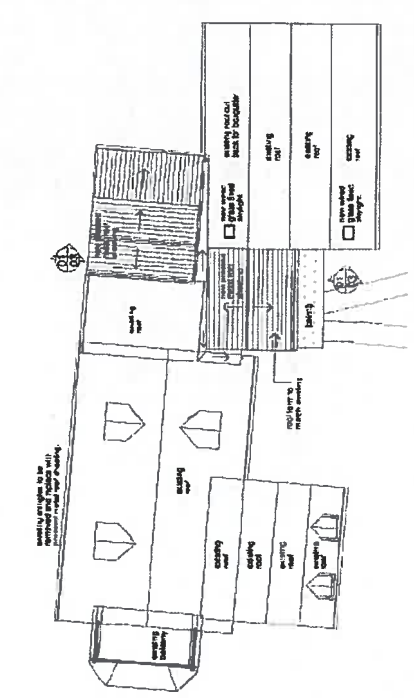
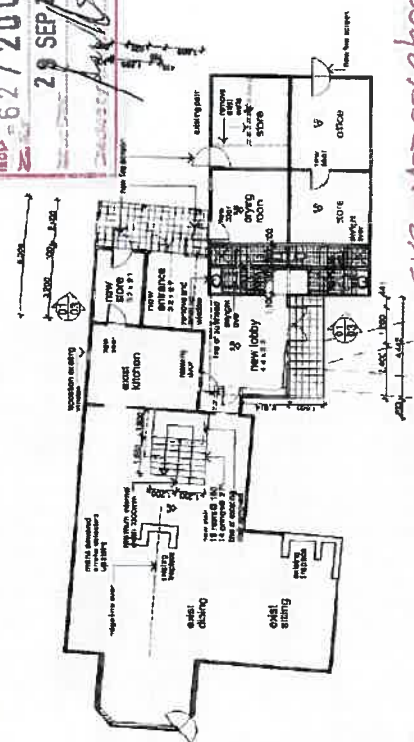


diestrolfinch
 11 Moore Street
 Ultimo NSW 2015
 Tel: (02) 9550 1111
 Fax: (02) 9550 1112
 Email: info@diestrolfinch.com.au

The holder of this plan is to be used for the purposes of the assessment of the proposed development only and is not to be used for any other purpose without the written consent of the Council.

Ultimo Lodge
 Ultimo Lodge drawings
 SK3-MDD0062/2006
 sheet 1 of 1
 date 04/09/06
 author: [illegible]
 checker: [illegible]

2408
 08 03 A



SK3-MDD0062/2006

Information Memorandum – Ultimo Lodge

Site Address:

309 Wollondibby Road, CRACKENBACK 2627

Lot Identification:

Lot 9 Deposited Plan 245722

Site Location:

The subject site is in Crackenback, approximately 10km southwest of the town of Jindabyne, and 19km northeast of Thredbo.

Driving time to the following locations:

- Jindabyne, 14 minutes
- Thredbo, 23 minutes
- Skitube at Bullocks Flat, 14 minutes
- Perisher Valley, 34 minutes
- Canberra, 2 hours

Site Area:

41.5ha

Site Dimensions:

- Northern boundary: 1.43km
- Eastern boundary: 490m
- Southern boundary: 1.03km
- Western boundary: 520m

Land Zoning:

C3 - Environmental Management under the Snowy River Local Environmental Plan 2013

Land Uses Permitted in the C3 zone:

Agriculture; Animal boarding or training establishments; Bed and breakfast accommodation; Building identification signs; Business identification signs; Camping grounds; Cellar door premises; Cemeteries; Community facilities; Dual occupancies; Dwelling houses; Eco-tourist facilities; Emergency services facilities; Environmental facilities; Environmental protection works; Farm buildings, Farm stay accommodation; Flood mitigation works; Home-based child care; Home businesses; Home industries; Information and education facilities; Oyster aquaculture; Pond-based aquaculture; Recreation areas; Recreation facilities (outdoor); Research stations; Roads; Roadside stalls; Rural industries; Rural workers' dwellings; Secondary dwellings; Tank-based aquaculture



