

## Agenda

# Strathfield Local Planning Panel Meeting

Notice is hereby given that a Strathfield Local Planning Panel Meeting will be held at Town Hall (Supper Room), 65 Homebush Road, Strathfield on:

**Thursday, 2 April 2020**

Commencing at 10:00am for the purpose of considering items included on the Agenda

Persons in the gallery are advised that the proceedings of the meeting are being recorded for the purpose of ensuring the accuracy of the Minutes. However, under the Local Government Act 1993, no other tape recording is permitted without the authority of the Council or Committee. Tape recording includes a video camera and any electronic device capable of recording speech.

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| <b>This item will be DEFERRED until a future Panel meeting due to the risk to public safety and health as a result of having large amounts of people attending. In the interests of procedural fairness, the Chair has elected to have this item DEFERRED.</b> |          |

2020/17 - Shop 21 - 1 Albert Road Strathfield - PLT2 DP:1001738 (Cont'd)

TO: Strathfield Local Planning Panel Meeting - 2 April 2020  
 REPORT: SLPP – Report No. 7  
 SUBJECT: 2020/17 - SHOP 21 - 1 ALBERT ROAD STRATHFIELD - PLT2 DP:1001738  
 DA NO. 2020/17

**SUMMARY**

|   |  |
|---|--|
| <b>Proposal:</b>                            | Alterations and internal fit out to exiting ticket office (Shop 21) to retail premises |
| <b>Applicant:</b>                           | Sydney trains  |
| <b>Owner:</b>                               | Sydney trains  |
| <b>Date of lodgment:</b>                    | 30 January 2020  |
| <b>Notification period:</b>                 | 10 February – 24 February  |
| <b>Submissions received:</b>                | Nil  |
| <b>Assessment officer:</b>                  | EB   |
| <b>Estimated cost of works:</b>             | \$200,000  |
| <b>Zoning:</b>                              | SP2- Infrastructure - SLEP 2012  |
| <b>Heritage:</b>                            | Local Heritage Item – 199 – Strathfield Railway Station<br>(Crown Application)         |
| <b>Flood affected:</b>                      | No   |
| <b>Is a Clause 4.6 variation proposed?</b>  | No   |
| <b>Extent of the variation supported?</b>   | N/A  |
| <b>Peer review of Clause 4.6 variation:</b> | N/A.   |
| <b>RECOMMENDATION OF OFFICER:</b>           | <b>APPROVAL</b>  |

**EXECUTIVE SUMMARY**

- 1.0 The proposal will convert the existing ticket office into a single large retail space with a total GFA of 92.9msq over two levels (Concourse – ground level and Mezzanine). This proposal includes demolition of part of a state/local heritage item and therefore is integrated development. S60 approval with conditions has previously been obtained from the Heritage Council of NSW.
- 2.0 Proposed external changes include removal of a 4.8m (W) by 2.4m (L) section of the wall which includes a door and a ticket window fronting the ingress/egress pedestrian access to the station at the east end and removing part of a window to form a door at the western end. The three original ticket window openings will remain. These windows and shutters will be replaced with laminated toughened Viridian Vlam clear glass.
- 3.0 Internal works include the removal of workstations, the kitchen facilities on both levels and ticketing shutters. Demolition also includes internal fixtures, walls, floor coverings and 20m<sup>2</sup> of the concourse level internal floor. A new concrete floor with a ramp is proposed for the concourse level. A new fire rated room will be installed on the lower level – The Comms room. A Communication room (shown as Comms on the plans) of 7.96m<sup>2</sup> is situated on the Concourse level. The Comms room is a room for dedicated storage of computer equipment which is used for running operations at the station. It is also known as a Server Room.

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- 4.0 The plans show the bathrooms will be demolished. The applicant has stated in their Statement of Environmental Effects that this has now changed and that the bathrooms (including walls, doors and sinks) will remain. The second level internal walls will remain. The applicant has stated that new plans prior to the Construction Certificate will be issued to reflect this change. A special condition has been imposed to ensure this outcome is delivered.
- 5.0 The subject application involves demolition of a part of a state heritage item on crown land. The applicant was given Section 60 approval under the Heritage Act 1977 for these works.
- 6.0 The application was on public exhibition from the 10 February to the 24 February. No objections were received.
- 7.0 The principle issue is retaining the three original ticket windows in a form so that its previous use is recognised and able to be interpreted. This item is very significant to the area, as the railway station has been and will continue to be central in how Strathfield's Local Government Area will develop. In order that the ticket window's previous use can be interpreted, the S60 Approval has included a condition that states *"3.c) The final window detail must reference and respond to their form use as ticket windows....."*
- 8.0 It is recommended that the S60 approval and conditions be upheld and a special condition be imposed to reinstate original material (such as tiles) around the original ticket windows to ensure that the windows can continue to be interpreted as ticketing windows once the space is leased as a retail area. The applicant has requested within the Statement of Environmental Effects (page 7) to retain the internal bathroom facilities and mezzanine level partition. This request forms part of the conditions and a new set of plans will be required to be submitted prior to approval of a Construction Certificate.

**BACKGROUND**

The current railway station and ticketing office were built in 1926 and consisted of 3 ticketing windows and a parcel office (see image 1 and 2). Modifications in the 1990's increased the size of the ticketing office to 5 windows and introduced a Mezzanine level. These modifications altered the existing fabric internally and externally.

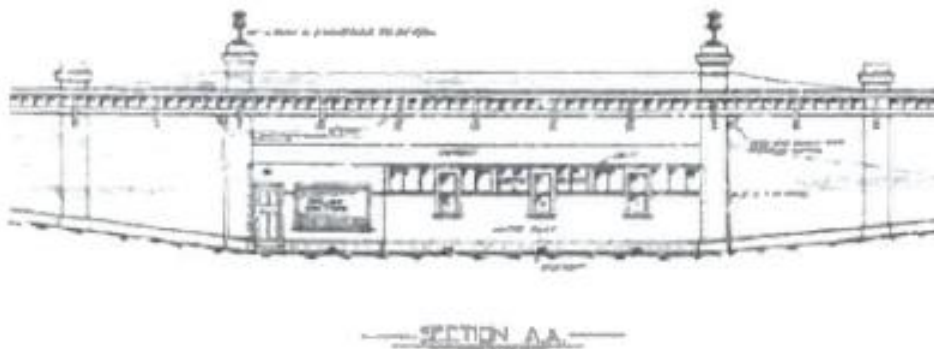


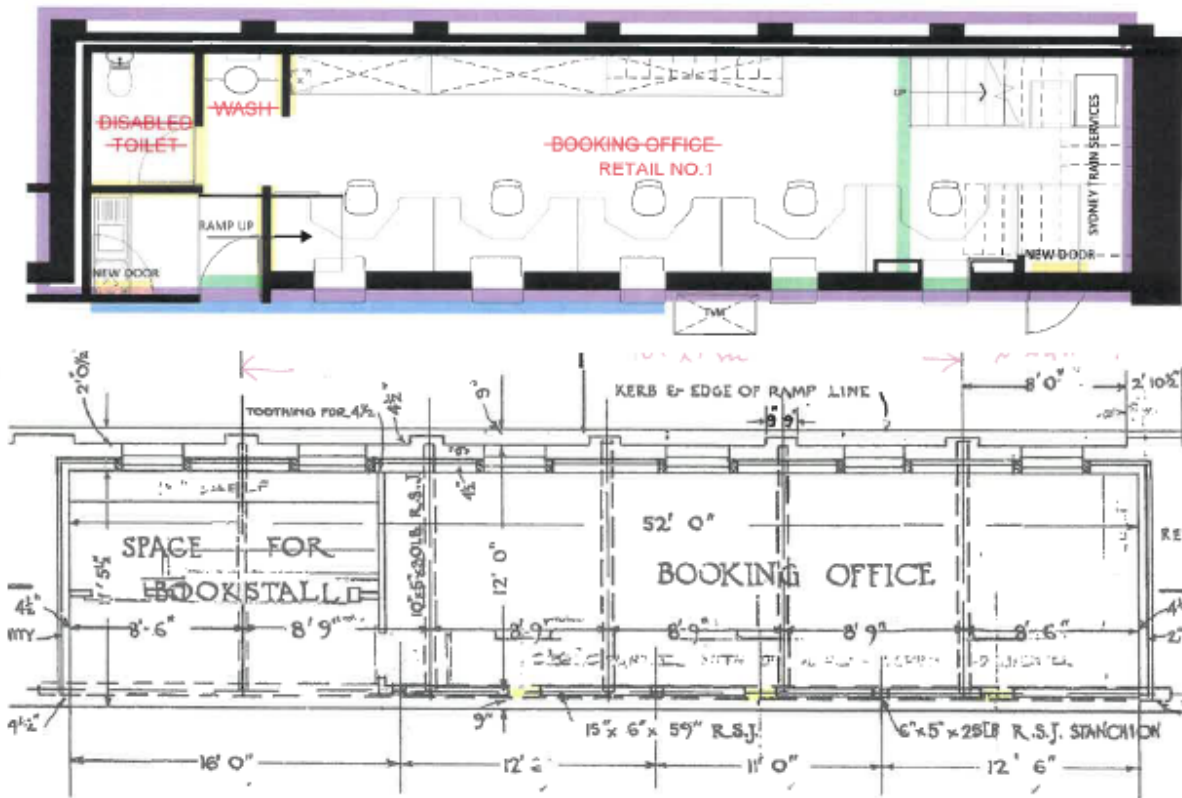
Figure 14: detail of section from 1926 drawings. See Appendix B

**Image 1 – 1926 Ticket office original plan**



**Photo 1:** Current configuration – changes made in the 1990s renovation. Please note the changes in shape between the 1990’s ticket window and the three original ticket windows.

**Photo 2:** The original configuration showing the original detailing surrounding the three ticket windows before the 1990’s renovation.



**Image 2:** The top image shows the existing layout (Concourse level) and the bottom image shows the layout in 1926.

**DESCRIPTION OF THE SITE AND LOCALITY**

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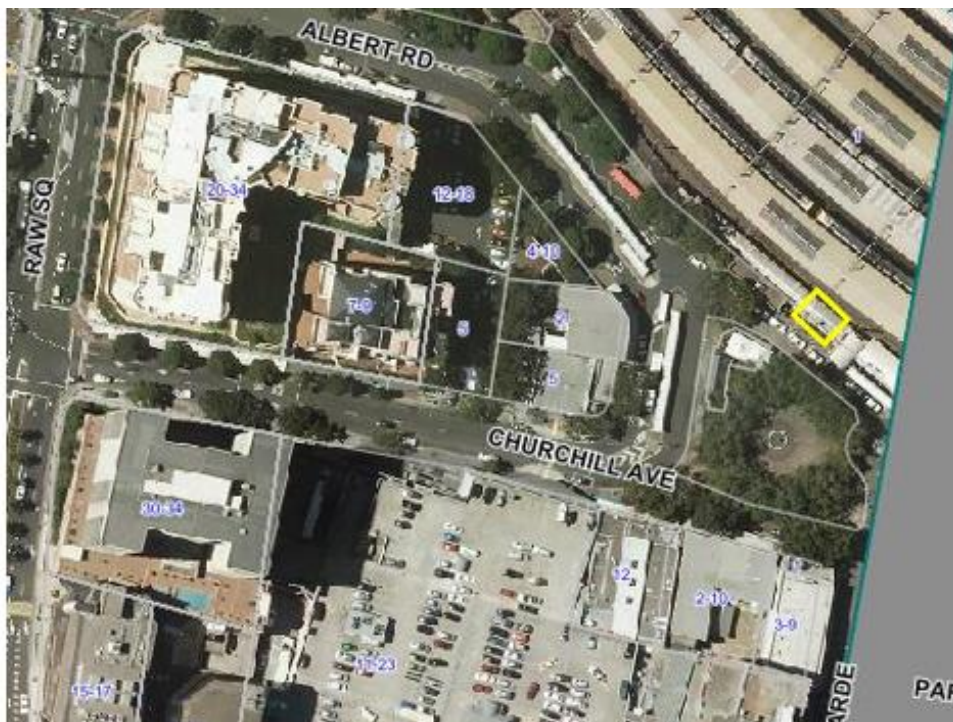
The subject site is legally described as Part Lot 2: DP 1001738 and is commonly known as Shop 21 – 1 Albert Road Strathfield. The site is located on the North side of Albert Road but on the south side of the Strathfield Train Station Complex and has an area of 49.4msq.

The site is rectangular in shape and has a frontage of 15.44m at Concourse level (below ground – Albert Street) opposite the pedestrian automatic ticket gates.

Existing development on the site comprises a disused ticketing office with bathroom and kitchen facilities over two levels.

The current streetscape is characterised by commercial premises and public infrastructure facilities.

The surrounding area is characterised by public infrastructure being opposite the egress/ingress of Strathfield Station.



**Figure 1: Locality plan. The subject site is outlined in yellow.**

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Figure 2: Locality plan. Showing the zone of the site

**PROPERTY BURDENS AND CONSTRAINTS**

There are no easements on the land which could affect, or be affected by, the proposed development.

The site is flood affected. However, as this is only an alteration to the existing building no flood comments were deemed necessary by Council’s stormwater/flooding engineer.

The Strathfield Railway Station Group is listed as a local and state heritage item, any internal or external changes to this item requires approval from Council and the Heritage Council of NSW (Heritage Council) as integrated development. The site is listed under the Strathfield Local Environmental Plan 2012 as:

|             |                 |             |           |       |      |
|-------------|-----------------|-------------|-----------|-------|------|
| Strathfield | Strathfield     | Strathfield | Lot 2, DP | State | 1199 |
|             | Railway Station | Square      | 1001738   |       |      |

Approval with a deferred consent condition was obtained in 2018, from the Heritage Council of NSW (see Attachment A). The deferred condition was that a lessee for the shop was required. This condition was recently met and approved by the Heritage Council of NSW (see Attachment B). This is the final approval required before the shop is leased. As the item is a heritage item, a second Development Application will be submitted in the future for the shop fit-out and use.

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Figure 3: showing location of heritage item 199

### DESCRIPTION OF THE PROPOSED DEVELOPMENT

The application seeks Council approval for alterations to the front of the building at concourse level and internal changes which mainly includes removing the existing fitout and creating a new internal fire proof Comms room under the existing stairs with one external entrance onto the concourse and no internal access.

The Plans submitted with the Application show removal of the bathroom facilities and partitions on the mezzanine level. However, the written proposal and figure 3 within the SEE show retention of the bathroom and partitions. Following consultation with the Applicant, it is understood that the bathroom facilities on both levels and the internal partitions will be retained and this is reflected in the SEE. A condition of consent is included with this report requiring amended plans consistent with figure 3 in the SEE.



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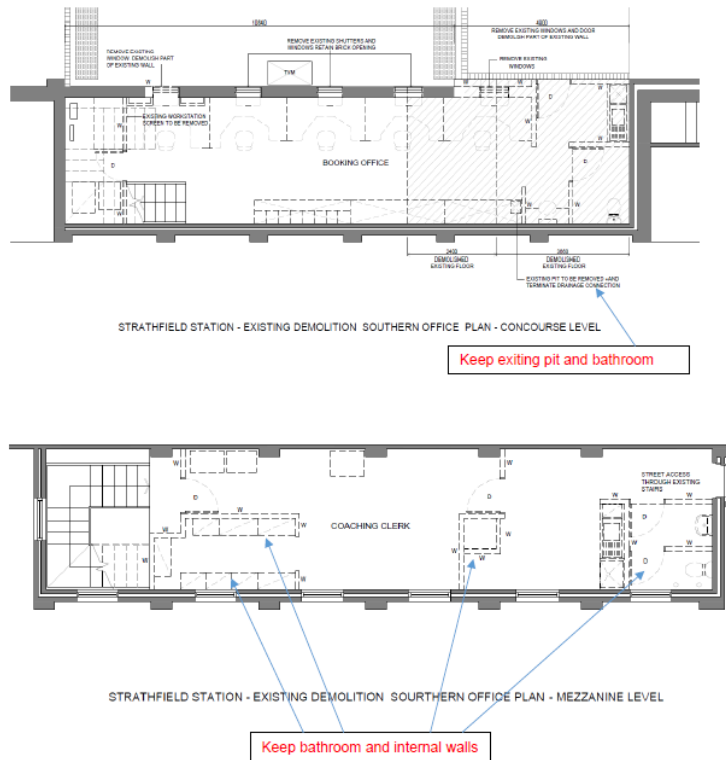


Figure 3: existing and proposed layout plan, Ex-SouthernTicket Office

**Figure 4:** Showing the retention of internal walls and bathroom facilities

The specific elements of the proposal are:

**Internal Space - Concourse level:**

*Comms Room:*

- 1700m by 3200m room (7.69sq)
- 2 Hour fire door
- Fire rated ceiling and walls

*Proposed retail space:*

- Remove all fixed joinery, loose assets, returning remaining walls to a sound surface.
- Retain bathroom facilities
- Install compliant base building fire systems and signage to comply with BCA/Rail requirements. +
- Demolition of 6m of internal floor to be replaced with new concentrate ramp and slab ramp to be set down from existing adjoining tiles (level to be confirmed onsite).
- Finish for a minor topping coat and floor covering by future occupier.
- All wall finishes to be brought back to warm shell finish (wall finishes to be matched to like for like material i.e. masonry to masonry, gyprock to gyprock). Warm Shell finished is deemed acceptable when ready for first coat paint.
- Works to allow for security separation between retail space and any adjoining spaces or infrastructure. Security separation is achieved by wall lining or a mesh barrier installed to stop persons from entering or exiting either the retail space or the adjoining spaces. Installation of Water and waste pipes.

*Mezzanine level – proposed retail space:*

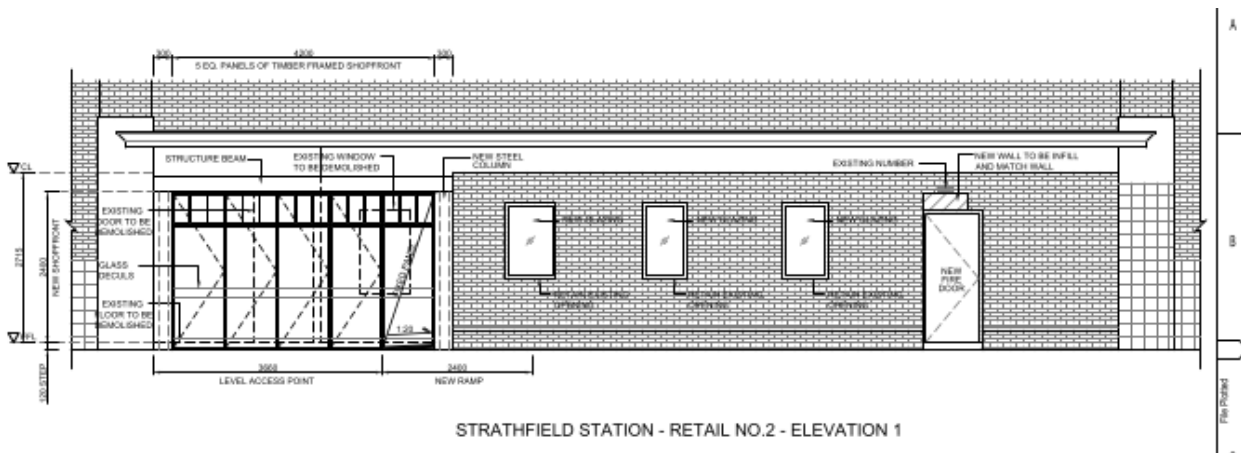
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- Remove all fixed joinery, loose assets, returning remaining walls to a sound surface.
- Retain bathroom facilities and internal partition walls.
- Install compliant base building fire systems and signage to comply with BCA/Rail requirements.
- Retain existing mezzanine floor.
- All wall finishes to be brought back to warm shell finish (wall finishes to be matched to like for like material i.e. masonry to masonry, gyprock to gyprock). Warm Shell finished is deemed acceptable when ready for first coat paint.

**External works Concourse Level:**

External changes include:

- Removal of a 4.8m (w) by 2.4m (h) section of the wall which includes a ticket window (not the original ticket window) fronting the ingress/egress pedestrian access to the station at the east end.
- Replace new wall opening with a bifold door and fixed panel of glass (see figure 5).
- Removal of ticket window, enlarging space to fit a fire proof door (western end).
- The three original ticket window openings will remain. These windows and shutters will be replaced with laminated toughened Viridian Vlam clear glass (see figure 5).



**Figure 5:** Showing proposed external changes at Concourse level.

**REFERRALS**

**INTERNAL REFERRALS**

The proposal is for minor internal works to an existing space and the external alterations of a heritage item including removal of some significant fabric. Therefore, only heritage comments were sought.

**Heritage Comments**

Council’s Heritage Advisor has commented on the proposal as follows:

The proposal is supported on heritage grounds with a special condition which supports the S60 approval condition but makes comment on the type of detailing to ensure that the ticket windows appear as ticket windows and relate to the period. This condition is as follows :

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*Reinstatement of Ticket windows original Façade:*

*The material treatment of the façade surrounding the three ticket windows must be reinstated to the original form and style of the 1920's period. Details of the proposed reinstatement must be submitted to and approved by Council's Heritage Advisor prior to the issue of the Construction Certificate.*

Council's Heritage Advisor offered no objections to the proposal, subject to the imposition of recommended conditions of consent in order to strengthen the interpretation of the original 1926 ticket office.

## EXTERNAL REFERRALS

### Sydney Trains

The application was referred to Sydney Trains via the online portal. No comments were received except reference to the application being currently processed.

### Burwood Council

The application was referred to Burwood Council. No objection was received.

## SECTION 4.15 CONSIDERATIONS – EP&A Act, 1979

In determining a development application, the consent authority is to take into consideration the following matters of consideration contained within Section 4.15 of the Environmental Planning and Assessment Act, 1979 as relevant to the development application:

### **4.15(1)(a) the provisions of:**

#### **(i) any environmental planning instrument**

### **State Environmental Planning Policy No 55 – Remediation of Land**

SEPP 55 applies to the land and pursuant to Section 4.15 is a relevant consideration.

A review of the available history for the site gives no indication that the land associated with this development is contaminated. There were no historic uses that would trigger further site investigations.

The objectives outlined within SEPP55 are considered to be satisfied.

### **Infrastructure State Environmental Planning Policy (ISEPP)**

ISEPP applies to the subject site. The proposed development aims to use the space for retail purposes which is permitted under Clause 81.1. outlines the following:

*“ 1. Development for any of the following purposes, being development that is not development of a kind referred to in clause 79, may be carried out by any person with consent on land in a prescribed zone: ....*

*c) retail or business premises in a railway complex, including the following such premises that are:  
(c1) retail or business premises in a transport interchange (other than an at-grade transport*

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*interchange) if the premises are located on the ground floor of the interchange or have street frontage”*

**Comment:** The proposed development is for demolition works and changes to the layout, which will allow the space to be used for future business or retail use.

**STRATHFIELD LOCAL ENVIRONMENTAL PLAN (SLEP) 2012**

An assessment of the proposal against the general aims of SLEP 2012 is included below:

| <b>Cl. 1.2(2)</b> | <b>Aims</b>   | <b>Complies</b> |
|-------------------|---|-----------------|
| (a)               | <i>To achieve high quality urban form by ensuring that new development exhibits design excellence and reflects the existing or desired future character of particular localities and neighbourhoods in Strathfield</i>                      | <b>Yes</b>      |
| (b)               | <i>To promote the efficient and spatially appropriate use of land, the sustainable revitalisation of centres, the improved integration of transport and land use, and an appropriate mix of uses by regulating land use and development</i> | <b>Yes</b>      |
| (c)               | <i>To promote land uses that provide a wide range of employment, recreation, retail, cultural, service, educational and other facilities for the local community</i>  | <b>Yes</b>      |
| (d)               | <i>To provide opportunities for economic growth that will enhance the local community</i>   | <b>Yes</b>      |
| (e)               | <i>To promote future development that integrated land use and transport planning, encourages public transport use, and reduced the traffic and environmental impacts of private vehicle use</i>   | <b>Yes</b>      |
| (f)               | <i>To identify and protect environmental and cultural heritage</i>  | <b>Yes</b>      |
| (g)               | <i>To promote opportunities for social, cultural and community activities</i>   | <b>Yes</b>      |
| (h)               | <i>To minimise risk to the community by identifying land subject to flooding and restricting incompatible development</i>   | <b>Yes</b>      |

**Comments:** This development meets the relevant general aims of the SLEP 2012. It will provide for the use of an empty retail space close to public transport to be used for public purposes.

**Permissibility**

The subject site is zoned SP2 Railway Infrastructure under Strathfield Local Environmental Plan (SLEP) 2012. Under the SP2 Railway zoning any “ordinarily incidental or ancillary use” is permitted. Retail that supports the train patrons experience would be justified as an ancillary use. It should be noted that use is permissible under the Infrastructure SEPP.

**Zone Objectives**

An assessment of the proposal against the objectives of the SP2 Zone is included below:

| <b>Objectives</b>  | <b>Complies</b> |
|--|-----------------|
| <b><i>To provide for infrastructure and related uses.</i></b>  | <b>Yes</b>      |
| <b><i>To prevent development that is not compatible with or that may detract from the provision of infrastructure.</i></b> | <b>Yes</b>      |
| <b><i>To ensure that development does not have an adverse effect on adjoining land.</i></b>                                | <b>Yes</b>      |

**Comments:** This application meets the objectives of the zone as the proposal will support the infrastructure by improving customer services and experiences, whilst retaining heritage elements.

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**Part 4: Principal development standards****Floor Space Ratio**

| <b>4.4</b> | <b>Objectives</b>  | <b>Satisfactory</b> |
|------------|--|---------------------|
| <b>a.</b>  | <i>to minimise the impact of development on heritage conservation areas and heritage items,</i>  | <b>N/A</b>          |
|            | <i>in relation to Strathfield Town Centre—</i>   |                     |
|            | <i>(i) to encourage consolidation and a sustainable integrated land use and transport development around key public transport infrastructure, and</i>  |                     |
| <b>b.</b>  | <i>(ii) to provide space for the strategic implementation of economic, social and cultural goals that create an active, lively and people-orientated development,</i>                                      | <b>Yes</b>          |
| <b>c.</b>  | <i>In relation to Parramatta Road Corridor—to encourage a sustainable consolidation pattern that optimises floor space capacity in the corridor.</i>   | <b>N/A</b>          |
| <b>d.</b>  | <i>The maximum floor space ratio for a building on any land is not to exceed the floor space ratio shown for the land on the Floor Space Ratio Map.” (Strathfield Local Environmental Plan 2012, 2019)</i> | <b>N/A</b>          |

**Comment:** There is no increase in floor space. The proposal meets the objectives of the Floor Space Ratio for Strathfield Town Centre as it provides for economic use of land within the Strathfield Town Centre.

**Part 5: Miscellaneous Provisions**

The relevant provisions contained within Part 5 of the SLEP 2012 includes clause 5.10 Heritage Conservation.

**5.10 Heritage Conservation**

The objectives of this clause are as follows—

| <b>Cl. 1.11</b> | <b>Aims</b>   | <b>Complies</b> |
|-----------------|---|-----------------|
| <b>A</b>        | to conserve the environmental heritage of Strathfield,  | <b>Yes</b>      |
| <b>B</b>        | to conserve the heritage significance of heritage items and heritage conservation areas, including associated fabric, settings and views, | <b>Yes</b>      |
| <b>C</b>        | to conserve archaeological sites,   | <b>Yes</b>      |
| <b>D</b>        | to conserve Aboriginal objects and Aboriginal places of heritage significance.  | <b>Yes</b>      |

**Comment:** The proposed development complies if conditions set by the Heritage Council of NSW under the S60 approval are adhered to. An additional provision which details the reinstatement of materials surrounding the windows is also included. This condition aims to strengthen the interpretation of the previous use of the windows as the historical 1926 ticket windows.

**Part 6: Local Provisions**

The relevant provisions contained within Part 6 of the SLEP 2012 are addressed below as part of this assessment:

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**6.4 Essential services**

Clause 6.4 of the SLEP 2012 requires consideration to be given to the adequacy of essential services available to the subject site. The subject site is located within a well serviced area and features existing water and electricity connection and access to Council's stormwater drainage system. As such, the subject site is considered to be adequately serviced for the purposes of the proposed development.

**6.6 Erection or display of signage**

No signs are being proposed.

**4.15 (1)(a)(ii) any draft environmental planning instruments**

There are no applicable draft planning instruments that are or have been placed on public exhibition, to consider as part of this assessment.

**4.151)(a)(iii) any development control plan****STRATHFIELD CONSOLIDATED DEVELOPMENT CONTROL PLAN (SCDCP) 2005**

The following is an assessment of the proposal's compliance with the relevant provisions contained within SCDCP 2005.

**Heritage and Conservation**

| <b>Cl. 1.11</b> | <b>Aims</b>  | <b>Complies</b> |
|-----------------|--|-----------------|
| <b>A</b>        | <i>To preserve and enhance the visual and environmental amenity of heritage items and heritage conservation areas within the municipality of Strathfield</i>   | <b>Yes</b>      |
| <b>B</b>        | <i>Ensure all new development affecting heritage items and conservation areas is designed to be compatible in setting, scale, setbacks, form, materials and character with the building and surrounding area</i>   | <b>Yes</b>      |
| <b>C</b>        | <i>Ensure that development in the vicinity of a heritage item or conservation area does not have any adverse impact on the heritage significance or setting and that development is compatible in setting, scale, setbacks, form, materials and character with the item or conservation area</i>                 | <b>Yes</b>      |
| <b>D</b>        | <i>Conserve archaeological sites and places of Aboriginal significance</i>   | <b>Yes</b>      |
| <b>Cl. 1.11</b> | <b>Controls</b>  | <b>Complies</b> |
| <b>(1)</b>      | <i>A Statement of Heritage Impact is required for proposed development:</i><br><i>a) affecting a heritage item;</i><br><i>b) within a heritage conservation area; or</i><br><i>c) in the vicinity of an item or heritage conservation area</i>   | <b>Yes</b>      |
| <b>(2)</b>      | <i>This statement must set out the heritage significance of the structure or place and assess the extent to which carrying out of the proposed development would affect the significance of the heritage item or heritage conservation area concerned and outline measures to minimise any identified impact</i> | <b>Yes</b>      |

Comments: Conditions have been imposed under a S60 approval which meets the aims and controls as stated above.

**PART H - WASTE MANAGEMENT (SCDCP 2005)****3.1 Demolition of Buildings or Structures**

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The demolition stage is a primary opportunity for waste minimisation. All possible methods to reuse existing buildings or structures, materials or parts thereof are encouraged to be investigated and implemented.

| <b>3.1.1</b> | <b>General</b>   | <b>Satisfactory</b> |
|--------------|--|---------------------|
| <b>e.</b>    | Optimise adaptive reuse opportunities of existing buildings or structures. | <b>No</b>           |
| <b>f.</b>    | Maximise reuse and recycling of materials.                                 | <b>No</b>           |
| <b>g.</b>    | Minimise waste generation  | <b>No</b>           |
| <b>h.</b>    | Ensure appropriate storage and collection of waste.                        | <b>No</b>           |
| <b>i.</b>    | Minimise the environmental impacts associated with waste management.       | <b>No</b>           |
| <b>j.</b>    | Avoid illegal dumping.   | <b>No</b>           |
| <b>k.</b>    | Promote improved project management.                                       | <b>No</b>           |

**Comment:** A Waste Management Plan accompanies this application. However, there are no plans or diagrams and a lack of information on waste disposal. Therefore, conditions have been imposed to ensure that the development controls for demolition of buildings and structures are met.

**PART I – PROVISION OF OFF STREET PARKING TYPE**

An assessment against the Provisions of Off-Street Parking Facilities has been considered below:

**3.4: Retail**

| <b>3.4</b> | <b>Development Controls</b>   | <b>Complies</b>   |           |
|------------|---|---|-----------|
| <b>.1.</b> | <i>Shops</i>  |   |           |
|            | <i>Parking</i>  |   |           |
|            | (a)   | 6.2 spaces per 100m gross leaseable floor area.                   | <b>No</b> |
|            | (i)   | 75% spaces must be designated short stay (customer, visitor, etc) | <b>No</b> |
|            |   | 25% spaces must be designated long stay (employee)                | <b>No</b> |
|            | (ii) Where a shop includes the retailing of bulky goods the Council may vary the car parking requirements for any part of the building used for the storage of bulky goods; provided that the public is not admitted to this area and | <b>No</b>   |           |

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that there is a minimum of one space per 100m<sup>2</sup> of net storage floor area or 1 space per 3 employees whichever provides the greater number of spaces.

**Comment:** The proposal does not include any car parking. However, it is to reuse existing floor space therefore does not involve any increase of gross floor area nor is it likely to generate any demand for car parking given its location and accessibility to Strathfield Railway Station.

**PART P- HERITAGE**

An assessment of the proposal against the objectives and development controls contained within Part P of SCDCP 2005 has been considered.

**1.5: Objectives of this DCP Part**

| <b>1.5</b> | <b>Objectives</b>   | <b>Satisfactory</b> |
|------------|---|---------------------|
| <i>l.</i>  | <i>To encourage development which complements existing heritage items and heritage Conservation Areas in a modern context.</i>  | <b>Yes</b>          |
| <i>m.</i>  | <i>To retain evidence of historic themes of development evident in the Strathfield Local Government Area, through the proper care and maintenance of individual heritage items and heritage Conservation Areas.</i> | <b>Yes</b>          |
| <i>n.</i>  | <i>To protect those items and areas that are of value to the local community</i>  | <b>Yes</b>          |
| <i>o.</i>  | <i>To ensure that development in the vicinity of heritage items is designed and sited to protect the heritage significance of the item.</i>   | <b>N/A</b>          |
| <i>p.</i>  | <i>To retain any significant horticultural or landscape features that assist in the interpretation of Strathfield's heritage.</i>   | <b>N/A</b>          |

**Comment:** The proposed conditions will allow the objectives of this part to be adequately met.

**2.1: General Objectives**

| <b>2.1</b> | <b>Objectives</b>   | <b>Satisfactory</b> |
|------------|---|---------------------|
| <i>a.</i>  | <i>To ensure that additions to a heritage item and new buildings on the site of a heritage item are of a scale, mass, bulk, orientation, setback and character consistent with the heritage item.</i>           | <b>N/A</b>          |
| <i>b.</i>  | <i>To ensure that new development respects the contribution of a heritage item to the streetscape and/or townscape, and allows an ongoing application of its heritage significance.</i>                         | <b>N/A</b>          |
| <i>c.</i>  | <i>To retain or reinstate missing original details that contribute to the aesthetic quality and/or significance of a heritage item and to encourage the removal of inappropriate alterations and additions.</i> | <b>No</b>           |
| <i>d.</i>  | <i>To ensure that important elements of the form or fabric of a heritage item are not obscured or destroyed by alterations and additions.</i>   | <b>N/A</b>          |
| <i>e.</i>  | <i>To ensure that materials and colours used on both the original heritage item and any alterations and additions are consistent with the significance of the heritage item.</i>                                | <b>No</b>           |
| <i>f.</i>  | <i>To provide an appropriate visual setting for heritage items, including landscaping, fencing and car parking.</i>   | <b>N/A</b>          |



## 2020/17 - Shop 21 - 1 Albert Road Strathfield - PLT2 DP:1001738 (Cont'd)

**Comments:** The proposal will generally be consistent with the aims, objectives and intent of the development control. Conditions have been included to reinstate important elements to be able to interpret the windows as the original ticket windows.

**2.4: Form**

| <b>2.4.1 Objectives</b> |   | <b>Satisfactory</b>   |
|-------------------------|---|---|
| <b>A.</b>               | <i>To ensure that important elements of the form of a heritage item are not obscured or destroyed by alterations and additions</i>  | <b>Yes</b>  |
| <b>B.</b>               | <i>To ensure that the form of a heritage item retains its importance in the streetscape and/or townscape.</i>   | <b>See condition</b>  |
| <b>2.4.2 Controls</b>   |   | <b>Complies</b>   |
| (1)                     | Important elements of the form of a heritage item such as main roof forms, chimneys, parapet walls, verandahs etc. should not be demolished or obscured by alterations and additions. | <b>Yes</b>  |
| (2)                     | Development of a heritage item must seek to reconstruct missing architectural detailing of a Heritage Item where possible, including gables, finial trims, front verandahs or bays.   | <b>Condition to re-instate the original fabric or the like around the ticket windows.</b> |
| (3)                     | Verandahs on the front and sides of a heritage item should not be filled in.  | <b>N/A</b>  |
| (4)                     | Additions and alterations to a heritage item should not detract from important aspects of the form of the heritage item.  | <b>N/A</b>  |
| (5)                     | The original shape of the roof of a Heritage Item should not be altered   | <b>N/A</b>  |
| (6)                     | The original wall treatment of a Heritage Item must be retained where possible. Unpainted brick or stone on a Heritage Item should not be painted or rendered.                        | <b>N/A</b>  |

**Comments:** The proposal will generally be consistent with the aims, objectives or intent of the development control. Conditions have been included to reinstate important elements to be able to interpret the windows as the original ticket windows.

**2.5: Materials and colours**

| <b>2.5.1 Objectives</b>           |  | <b>Satisfactory</b>   |
|-----------------------------------|--|-----------------------|
| <b>A.</b>                         | <i>To ensure that original materials that contribute to the significance of heritage items are not obscured.</i>                       | <b>N/A</b>            |
| <b>B.</b>                         | <i>To ensure that colours of paintwork on heritage items are consistent with the significance of the heritage item.</i>                | <b>See conditions</b> |
| <b>C.</b>                         | <i>To ensure that materials on alterations and additions to heritage items are consistent with the materials of the heritage item.</i> | <b>See conditions</b> |
| <b>2.5.2 Development Controls</b> |  | <b>Complies</b>       |

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|      |  |               |
|------|--|---------------|
| (2)  | Non-original materials of heritage items that are being replaced shall, if possible, be replaced with material that matches the original material as closely as possible | See condition |
| (5)  | Materials for additions and alterations to heritage items should be compatible with the original materials of the heritage item.   | See condition |
| (6)  | Colour schemes for heritage items should have a hue and tonal relationship with traditional colour schemes for the period and style of the heritage item.                | See condition |
| (10) | Sandblasting to remove paint from brick or stone should not be undertaken on a heritage item as it exposes it to weathering and may change its appearance                | See condition |

**Comments:** The S60 Approval Conditions, prepared by the Heritage Council of NSW, will ensure that the proposal can be meet the above conditions.

**2.6: Alterations and additions**

| <b>2.6.1 Controls</b> |  | <b>Complies</b>  |
|-----------------------|--|--|
| (1)                   | Alterations and additions must not adversely impact the significance of a heritage item.                                       | Complies<br>Only the unoriginal section will be altered. |
| (2)                   | Any alterations and additions must be consistent with the scale, form, proportion, details and materials of the heritage item. | Conditioned  |

**Comments:** The proposal can comply with these controls if the conditions of consent are adhered to. The alterations to the exterior only affect the non-original part of the ticket office. Condition 3 of the S60 Approval states that detailed drawings and a schedule of finishes for the must be supplied to and approved by Heritage NSW prior to works commencing. **2.7: Doors and windows**

| <b>2.7.1 Objectives</b> |  | <b>Satisfactory</b>                             |
|-------------------------|--|---|
| <b>A.</b>               | <i>To retain original windows and doors that contribute to the aesthetic quality and/or significance of a heritage item.</i> | This will be conditioned under the S60 approval |
| <b>B.</b>               | <i>To reinstate lost details that contributed to the aesthetic qualities and/or significance of a heritage item.</i>         | Conditioned                                     |
| <b>C.</b>               | <i>To retain the proportions of walls and openings that contribute to the aesthetic quality of a heritage item.</i>          | Complies  |

| <b>2.7.2 Controls</b> |  | <b>Complies</b>                                 |
|-----------------------|--|---|
| (1)                   | Original window and door openings in a heritage item should be retained. If the original doors or windows have been lost, they are to be replaced with one of similar size, type and material for the age and style of the Item. | This will be conditioned under the S60 approval |

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|     |  |  |
|-----|--|--|
| (2) | Where original windows and doors in a heritage item have been removed and replacement of the new joinery is proposed, the form and detailing of the original windows and/or doors should be reconstructed. | <b>This will be conditioned under the S60 approval</b> |
|-----|--|--|

**Comments:** To ensure the controls can be met a special condition that ensures that re-instatement of heritage detailing is proposed. This is to insure that the ticket windows can be interpreted as the original ticket windows from the 1920's period.

**2.13: Demolition**

|                          |  |                 |
|--------------------------|--|-----------------|
| <b>2.13.1 Objectives</b> |  | <b>Complies</b> |
| 1                        | <i>To retain buildings that are of heritage significance or contribute to the significance of a heritage item.</i> | <b>Complies</b> |

|                                    |  |                 |
|------------------------------------|--|-----------------|
| <b>2.13.2 Development Controls</b> |  | <b>Complies</b> |
| (1)                                | Buildings that are listed as heritage items or contribute to the significance of a heritage item shall not be demolished.  | <b>complies</b> |
| (2)                                | Partial demolition of a heritage item may only be allowed when it can be established in a Statement of Heritage Impact that the partial demolition will not have an impact on the significance of the heritage item. | <b>complies</b> |

**Comments:** The demolition of part of the heritage item will affect some heritage fabric. However, S60 conditions apply to the site to ensure that significant fabric is protected.

**2.16: Adaptive re-use**

|                                    |   |                 |
|------------------------------------|---|-----------------|
| <b>2.16.1 Objectives</b>           |   | <b>Complies</b> |
| 1                                  | <i>To encourage sympathetic adaptive reuse of buildings which are no longer suitable for their original use, by encouraging heritage items to be used for purposes that are appropriate to their heritage significance.</i> | <b>Yes</b>      |
| 2                                  | <i>To ensure that adaptive reuse of heritage items respects the significance of the building and relates to the architectural qualities of the existing building.</i>   | <b>Yes</b>      |
| 3                                  | <i>To retain original building structure and fabric, and legibility of the original building layout, form and setting, and to reinstate significant missing details.</i>  | <b>Yes</b>      |
| 4                                  | <i>To ensure that the adverse impacts of adaptive reuse on heritage items are minimised</i>   | <b>Yes</b>      |
| 5                                  | <i>To ensure that changes to the building as a result of adaptive reuse can be interpreted in the future as belonging to its applicable historical period.</i>  | <b>Yes</b>      |
| <b>2.16.2 Development Controls</b> |   | <b>Complies</b> |

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|   |  |                |
|---|--|----------------|
| 1 | Alterations and additions to a building as part of adaptive reuse must be designed by a suitably qualified heritage architect to respect the original architectural qualities of the building such as building form, façade articulation, fenestration pattern, parapet 15 profile and detail, materials and colours | Yes            |
| 2 | Adaptive reuse of a heritage item is to involve minimal change to the significant fabric of the place.   | Yes            |
| 3 | Adaptive reuse of a heritage item must respect significant associations and meanings of the place  | Yes            |
| 4 | Retention of only the facades of the building is discouraged.  | Yes            |
| 5 | New work necessary in the adaptive reuse of a heritage item should be distinguishable from original work and designed by a suitably qualified heritage architect.  | Yes            |
| 6 | Fire engineered solutions should be sought to allow retention of original structural systems that would otherwise not meet “deemed to comply” provisions of the Building Code of Australia.  | See conditions |

**Comments:** The external changes will be made to the modern part of this item. The original ticket windows will be retained. Conditions have been imposed by Heritage Council which will allow the proposal to meet the adaptive re-use controls. Most of the new work will be distinguishable from the original fabric. However, reinstatement of elements which strengthen the interpretation of the past use of the item in relation to the ticket windows has also been conditioned. David Nix – Senior Heritage Officer of Heritage NSW (Previously Heritage Council of NSW) agreed verbally that this additional special condition to strengthen the interpretation of the ticket windows would be suitable and would not conflict with S60 Approval conditions.

#### **4.15 (1)(a)(iia) any planning agreement or draft planning agreement**

No planning agreement has been entered into under section 7.4 of the *Environmental Planning and Assessment Act 1979*.

#### **4.15 (1)(a)(iv) matters prescribed by the regulations**

Clause 92 of the *Environmental Planning and Assessment (EP&A) Regulation 2000* requires Council to take into consideration the provisions of the Government Coastal Policy and Australian Standard AS2601–1991: *The Demolition of Structures*, in the determination of a development application.

Having regard to these prescribed matters, the proposed development is not located on land subject to the Government Coastal Policy as determined by Clause 92(1)(a)(ii) however it does involve the demolition of a part of a building for the purposes of AS 2601 – 1991: *The Demolition of Structures*.

Should this application be approved, appropriate conditions of consent are included within the recommended to ensure compliance with any relevant regulations.

#### **(i) any coastal zone management plan**

The proposed development is located on a site that is affected by the existing 1 in 100 year flood event or is likely to be as a result of the planning benchmarks for sea level rise mentioned above.

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However, this is an existing building with minor internal changes therefore the change of use is unlikely to increase flooding issues.

**4.15(1)(b) the likely impacts of the development, including environmental impacts on both the natural and built environments, and social and economic impacts in the locality**

The proposal is likely to have a positive impact on the social and economic impact of the locality. The shop will be able to service commuters. It will also provide increased passive surveillance therefore increasing the safety of patrons accessing the station.

**4.15 (1)(c) the suitability of the site for the development**

The proposed development is considered to be suitable to the site in that it will reuse a heritage item in a location which will improve customer experience

**4.15 (1)(d) any submissions made in accordance with this Act or the regulations**

The application was notified in accordance with Part L of the SCDCP 2005 from 10 February to 24 February, with 0 submissions received.

**4.15 (1)(e) the public interest**

The public interest is served through the detailed assessment of this development application under the relevant local planning controls and legislation and consideration of any submissions received relating to it by Council. The proposed development is not considered to be contrary to the public interest.

**SECTION 7.11 CONTRIBUTIONS**

Section 7.11 of the EP&A Act 1979 relates to the collection of monetary contributions from applicants for use in developing key local infrastructure. The Act reads as follows:

- “(1) *If a consent authority is satisfied that development for which development consent is sought will or is likely to require the provision of or increase the demand for public amenities and public services within the area, the consent authority may grant the development consent subject to a condition requiring:*
- (a) the dedication of land free of cost, or*
  - (b) the payment of a monetary contribution,*
- or both.*
- (2) *A condition referred to in subsection (1) may be imposed only to require a reasonable dedication or contribution for the provision, extension or augmentation of the public amenities and public services concerned.”*

**STRATHFIELD INDIRECT SECTION 7.12 CONTRIBUTIONS PLAN**

Section 7.12 Contributions are applicable to the proposed development in accordance with the Strathfield Indirect Development Contributions Plan 2010-2030 for Precinct 4 is 0.5% of the cost of \$200,000. This would be **\$1000.00**.

**CONCLUSION**

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The application has been assessed having regard to Section 4.15 of the Environmental Planning and Assessment Act 1979, the Strathfield Local Environmental Plan 2012 and the Strathfield Development Control Plan 2005 and is considered to be satisfactory for approval, subject to the recommended conditions of consent.

Signed: Elizabeth Black  
**Specialist Planner – Heritage**

**PEER REVIEW**

The content and recommendation of the development assessment report has undergone peer review and is satisfactory for consideration by the Panel.

Signed: Joseph Gillies  
**Senior Planner**

**RECOMMENDATION**

That Development Application No. 2020/017 for Alterations and internal fitout to existing ticket office for future use as a retail shop Shop 21- 1 Albert Road, Strathfield be **APPROVED**, subject to the following conditions and reasons:

**SPECIAL CONDITIONS (SC)****1. REINSTATEMENT OF TICKET WINDOWS ORIGINAL FAÇADE (SC)**

The material treatment of the façade surrounding the three ticket windows must be reinstated to the original form/style of the 1920's period. Details of the proposed reinstatement must be submitted to and approved by Council's Heritage Advisor prior to the issue of the Construction Certificate.

(Reason: To strengthen the interpretation of the previous historical use as a ticket office )

**2. MODIFICATION TO PLANS DRG NO. 17-100-STR-AR-012 AND DRG NO.17-100-STR-AR-013**

The works are in accordance with the DRG No. 17-100-STR-AR-012 and DRG no.17-100-STR-AR-013 except as modified by the following:

Internal bathroom facilities and associated plumbing on above mentioned plans and mezzanine internal partitioning on plan 17-100-STR-AR-013 will remain in tenancy. Amended plans prior to Construction certificate will be issued by the applicant and approved by Council prior to Construction Certificate.

(Reason: Applicant has requested these minor amendments within their Statement of Environmental Effects)

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**3. NSW STATE HERITAGE - S60 APPROVAL CONDITIONS (SC)**

All works must be accordance with NSW Heritage Council - S60 Approval Conditions Application Number S60/2018/225.

(Reason: State Heritage Conditions are a requirement of this application )

**GENERAL CONDITIONS (GC)****4. APPROVED PLANS AND REFERENCE DOCUMENTATION (GC)**

The development, except where modified by a condition(s) of consent, is to be carried out in accordance with the following plans and reference documentation:

Plans affixed with Council's 'Development Consent' stamp relating to Development Consent No. 2020/17

| Drawing No.       | Title/Description   | Prepared by | Issue / Revision & Date | Date received by Council |
|-------------------|---|-------------|-------------------------|--------------------------|
| 17-100-STR-AR-010 | Retail Uplift Program AFC Issue   | Ganellen    | 21.08.19                | 30.01.2020               |
| 17-100-STR-AR-011 | Strathfield Council- Location Plan  | Ganellen    | 21.08.19                | 30.01.2020               |
| 17-100-STR-AR-012 | Strathfield Station- Existing Demolition Southern Office Plan – Concourse level | Ganellen    | 21.08.19                | 30.01.2020               |
| 17-100-STR-AR-013 | Strathfield Station- Existing Demolition Southern Office Plan – Mezzanine Level | Ganellen    | 21.08.19                | 30.01.2020               |
| 17-100-STR-AR-014 | Strathfield Station- Proposed retail No.2 Plan – Concourse Level                | Ganellen    | 21.08.19                | 30.01.2020               |
| 17-100-STR-AR-015 | Strathfield Station- Proposed retail No.2 Plan – Mezzanine Level                | Ganellen    | 21.08.19                | 30.01.2020               |
| 17-100-STR-AR-016 | Strathfield Station- Reflected Ceiling No.2 Plan – Concourse Level              | Ganellen    | 21.08.19                | 30.01.2020               |
| 17-100-STR-AR-017 | Strathfield Station- Reflected Ceiling No.2 Plan –                              | Ganellen    | 21.08.19                | 30.01.2020               |

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|                   |  |          |          |            |
|-------------------|--|----------|----------|------------|
|                   | Mezzanine Level  |          |          |            |
| 17-100-STR-AR-018 | Strathfield Station- Retail No.2 – Elevation 1   | Ganellen | 21.08.19 | 30.01.2020 |
| 17-100-STR-AR-019 | Strathfield Station- Retail No.2 – Section A   | Ganellen | 21.08.19 | 30.01.2020 |
| 17-100-STR-AR-020 | Strathfield Station- Retail No.2 – Section B   | Ganellen | 21.08.19 | 30.01.2020 |
| 17-100-STR-AR-021 | Strathfield Station- Retail No.2 – Section C<br>Strathfield Station- Retail No.2 – Section D             | Ganellen | 21.08.19 | 30.01.2020 |
| 17-100-STR-AR-022 | Fire Rated Wall and Ceiling Construction Detail 1 and Fire Rated Wall and Ceiling Construction Detail 2. | Ganellen | 21.08.19 | 30.01.2020 |

Reference Documentation affixed with Council's 'Development Consent' stamp relating to Development Consent No. 2020/017:

| Title / Description  | Prepared by             | Issue/Revision & Date | Date received by Council |
|--|-------------------------|-----------------------|--------------------------|
| Statement of Environmental Effects   | Transport Sydney Trains | January 2020          | 30 .01.2020              |
| Strathfield Station – Southern Concourse Ticketing Office Retail Uplift program (RUP) Scope of Works | Transport Sydney Trains | 21/11/19              | 30 .01.2020              |
| Waste Management Plan  | Kristina Sgibneva       | 22/01/2020            | 30.01.2020               |
| Application Number S60/2018/225 S60 Approval under the Heritage Act 1977                             | Heritage Council of NSW | 22/12/2018            | 30.01.2020               |

In the event of any inconsistency, the conditions of this consent shall prevail.

(Reason: To ensure that the form of the development undertaken is in accordance with the determination of Council.)

5. **APPROVAL - SEPARATE APPROVAL REQUIRED (GC)**

This consent does not include approval for Change of Use/Fitout. Separate development



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consent shall be obtained for Change of Use/Fitout.

(Reason: To control future development of the site.)

**6. CONSTRUCTION HOURS (GC)**

No construction or any other work related activities shall be carried out on the site outside the hours of 7.00 am to 5.00 pm Mondays to Fridays and 8am to 1pm Saturdays.

No building activities are to be carried out at any time on a Sunday or public holiday.

Where the development involves the use of jackhammers/rock breakers and the like or other heavy machinery, such equipment may only be used between the hours of 7.00 am - 5.00 pm Monday to Friday only.

(Reason: To maintain amenity to adjoining land owners.)

**7. CONSTRUCTION WITHIN BOUNDARIES (GC)**

The development including but not limited to footings, walls, roof barges and guttering must be constructed wholly within the boundary of the premises. No portion of the proposed structure shall encroach onto the adjoining properties. Gates must be installed so they do not open onto any footpath or adjoining land.

(Reason: Approved works are to be contained wholly within the subject site.)

**8. DEMOLITION - HERITAGE ITEMS (GC)**

Alterations to, and demolition of, the existing building shall be limited to that documented on the approved plans (by way of notation) or conditioned in this consent and will be consistent with the Heritage Council of NSW (State Heritage) S60 Approval Conditions S60/2018/225. No approval is given or implied for removal and/or rebuilding of any portion of the existing building which is shown to be retained.

Should any portion of the existing building which is indicated on the approved plans to be retained, be damaged for whatever reason, all the works in the area of this damaged portion are to cease and written notification given to Council. No work is to resume until the written approval of Council is obtained.

(Reason: Heritage conservation.)

**9. DEMOLITION - SITE SAFETY FENCING (GC)**

Site fencing is to be erected to a minimum height of 1.8m complying with WorkCover Guidelines, to exclude public access to the site, prior to any demolition works occurring and maintained for the duration of the demolition works.

If applicable, a separate Hoarding Application for the erection of an A class (fence type) or B class (overhead type) hoarding/fencing along the street frontage(s) complying with WorkCover requirements must be obtained including:

- payment to Council of a footpath occupancy fee based on the area of footpath to be occupied and Council's Schedule of Fees and Charges before the commencement of work; and
- provision of a Public Risk Insurance Policy with a minimum cover of \$10 million in

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relation to the occupation of and works within Council's road reserve, for the full duration of the proposed works, must be obtained with a copy provided to Council.

(Reasons: Statutory requirement and health and safety.)

**10. MATERIALS – SCHEDULE OF EXTERNAL FINISHES TO BE SUBMITTED (GC)**

A schedule detailing all external materials, colours and finishes including windows, doors and roofing materials shall be submitted to Council for approval.

All external materials, colours and finishes including ticket windows and doors materials must be of high quality and compatible with those of the surrounding streetscape and locality. Details demonstrating compliance with this condition shall be provided to the Principal Certifying Authority, prior to the issue of any Construction Certificate.

(Reason: To ensure a positive contribution to the public domain.)

**11. MATERIALS – CONSISTENT WITH SUBMITTED SCHEDULE (GC)**

All external materials, finishes and colours are to be consistent with the schedule submitted and approved by Council with the development application.

(Reason: To ensure compliance with this consent.)

**12. PRINCIPAL CERTIFYING AUTHORITY (PCA) IDENTIFICATION SIGN (GC)**

Prior to commencement of any work, signage must be erected in a prominent position on the work site identifying:

- i) The Principal Certifying Authority (PCA) by showing the name, address and telephone number of the PCA;
- ii) The Principal Contractor by showing the Principal Contractor's name, address and telephone number (outside of work hours) for that person; and
- iii) The sign must state that unauthorised entry to the work site is prohibited.

Any such sign is to be maintained while the work is being carried out, but must be removed when the work has been completed.

This clause does not apply to building work, subdivision work or demolition work that is carried out inside an existing building that does not affect the external walls of the building.

(Reason: Statutory requirement.)

**13. SITE MANAGEMENT (DURING DEMOLITION AND CONSTRUCTION WORKS)**

All of the following are to be satisfied/complied with during demolition, construction and any other site works:

- i) All demolition is to be carried out in accordance with Australian Standard AS 2601-2001.
- ii) Demolition must be carried out by a registered demolition contractor.
- iii) A single entrance is permitted to service the site for demolition and construction. Protection pads are to be installed to the kerb, gutter and nature strip where trucks and vehicles enter the site.
- iv) No blasting is to be carried out at any time during construction of the building.
- v) Care must be taken during demolition/ excavation/ building/ construction to prevent

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- any damage to adjoining buildings.
- vi) Adjoining owner property rights and the need for owner's permission must be observed at all times, including the entering onto land for the purpose of undertaking works.
  - vii) Any demolition and excess construction materials are to be recycled wherever practicable.
  - viii) The disposal of construction and demolition waste must be in accordance with the requirements of the Protection of the Environment Operations Act 1997.
  - ix) All waste on the site is to be stored, handled and disposed of in such a manner as to not create air pollution (including odour), offensive noise or pollution of land and/or water as defined by the Protection of the Environment Operations Act 1997. All excavated material should be removed from the site in an approved manner and be disposed of lawfully to a tip or other authorised disposal area.
  - x) All waste must be contained entirely within the site.
  - xi) A site plan including temporary waste storage locations, construction material storage areas and vehicular access to and from the site must be included with application.
  - xii) Section 143 of the Protection of the Environment Operations Act 1997 requires waste to be transported to a place which can lawfully accept it. All non-recyclable demolition materials are to be disposed of at an approved waste disposal depot in accordance with legislation.
  - xiii) Details as to the method and location of disposal of demolition materials (weight dockets, receipts, etc.) should be kept on site as evidence of approved methods of disposal or recycling and must be presented to Council and/or Principal Certifying Authority upon request.
  - xiv) All materials on site or being delivered to the site are to generally be contained within the site. The requirements of the Protection of the Environment Operations Act 1997 must be complied with when placing/stockpiling loose material, disposing of concrete waste, or other activities likely to pollute drains or water courses.
  - xv) Any materials stored on site must be stored out of view or in such a manner so as not to cause unsightliness when viewed from nearby lands or roadways.
  - xvi) Public footways, include nature strips and roadways adjacent to the site must be maintained and cleared of obstructions during construction. No building materials, waste containers or skips may be stored on the road reserve or footpath without prior separate approval from Council, including payment of relevant fees.
  - xvii) Building operations such as brick-cutting, washing tools or paint brushes, and mixing mortar not be performed on the roadway or public footway or any other locations which could lead to the discharge of materials into the stormwater drainage system.
  - xviii) All site waters during excavation and construction must be contained on site in an approved manner to avoid pollutants entering into waterways or Council's stormwater drainage system.
  - xix) Any work must not prohibit or divert any natural overland flow of water.
  - xx) Toilet facilities for employees must be provided in accordance with WorkCover NSW.

(Reason: To ensure that demolition, building and any other site works are undertaken in accordance with relevant legislation and policy and in a manner which will be non-disruptive to the local area.)

**14. WASTE – TRACKABLE (GC)**

Removal of trackable waste (as defined by the NSW Environment Protection Authority) from the site must comply with the Protection of the Environment Operations (Waste) Regulation 2005 for the transportation, treatment and disposal of waste materials. Waste materials must not be disposed on land without permission of the land owner and must with the provisions of the Protection of the Environment and Operations Act 1997.

(Reason: To ensure compliance with legislation.)

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15. **CLASSIFICATION OF WASTE (GC)**

Prior to the exportation of waste (including fill or soil) from the site, the waste materials must be tested and classified in accordance with the provisions of the protection of the environment operations act 1997 and the NSW EPA waste classification guidelines, part 1: classification of waste (November 2014). Testing is required prior to off-site disposal. In accordance with DECC waste classification guidelines (2014) materials identified for off-site disposal must be removed by a suitably qualified contractor to an appropriately licensed waste facility.

Note: attention is drawn to part 4 of the NSW DECC waste classification guidelines (2014) which makes particular reference to the management and disposal of acid & potential acid sulfate soils. The classification of the material is essential to determine where the waste may be legally taken. The protection of the environment operations act 1997 provides for the commission of an offence for both the waste owner and the transporters if the waste is taken to a place that cannot lawfully be used as a waste facility for the particular class of waste. For the transport and disposal of industrial, hazardous or group a liquid waste advice should be sought from the EPA.

Evidence that the requirements specified above have been satisfied must be provided to the Council and/or Principal Certifying Authority prior to the issue of an occupation certificate. Where an occupation certificate is not required this evidence must be provided to the satisfaction of Council.

(Reason: To ensure compliance with legislation.)

**CONDITIONS TO BE SATISFIED PRIOR TO THE ISSUE OF A CONSTRUCTION CERTIFICATE (PCC)**

16. **ACCESS - ACCESS FOR PEOPLE WITH DISABILITIES (CC)**

Access for people with disabilities must be provided in accordance with the requirements of the Building Code of Australia, relevant Australian Standards and with regard to the Disability Discrimination Act 1992. Plans shall be notated demonstrating compliance and approved by the Principal Certifying Authority, prior to the issue of a Construction Certificate.

Note: Disability (Access to Premises - Buildings) Standards 2010 - As of 1 May 2011, if access is provided to the extent covered by this Standard, then such access cannot be viewed as unlawful under the Disability Discrimination Act 1992.

(Reason: To provide equitable access for people(s) with disabilities in accordance with the relevant legislation and Australian Standards.)

17. **ACCESS - DISABLED TOILETS (CC)**

Plans and details of the disabled toilet/s complying with the relevant Australian Standards, the Building Code of Australia, and with regard to the Disability Discrimination Act 1992. Plans shall be notated demonstrating compliance and approved by the Principal Certifying Authority, prior to the issue of a Construction Certificate.

Note: Disability (Access to Premises - Buildings) Standards 2010 - As of 1 May 2011, if access is provided to the extent covered by this Standard, then such access cannot be viewed as unlawful under the Disability Discrimination Act 1992.

(Reason: To provide equitable access for people(s) with disabilities in accordance with the

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relevant legislation and Australian Standards.)

**18. BUILDING CODE OF AUSTRALIA - COMPLIANCE WITH (CC)**

All architectural drawings, specifications and related documentation shall comply with the Building Code of Australia (BCA). All work must be carried out in accordance with the requirements of the Building Code of Australia (BCA).

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

Details demonstrating compliance with this condition are to be submitted to the Principle Certifying Authority, prior to issue of the Construction Certificate.

(Reason: This is a 'prescribed' condition under clause 98(1) of the Environmental Planning and Assessment Regulation 2000.)

**19. COMMENCEMENT OF WORKS (NO WORKS UNTIL A CC IS OBTAINED)**

Building work, demolition or excavation must not be carried out until a Construction Certificate has been issued by a Principal Certifying Authority.

Demolition of any part of a building triggers 'commencement of erection of building' pursuant of section 4.19 of the EP&A Act 1979. Accordingly, demolition works must not commence until a Construction Certificate has been issued, a Principal Certifying Authority has been appointed and a Notice of Commencement has been issued.

(Reason: To ensure compliance with statutory provisions.)

**20. CONSTRUCTION AND ENVIRONMENTAL MANAGEMENT PLAN (CC)**

The applicant must prepare and submit a Construction and Environmental Management Plan (CEMP) to the Principal Certifying Authority, including:

- i) Detailed information on any approvals required from other authorities prior to or during construction.
- ii) Traffic management, including details of:
  - ingress and egress of vehicles to the site;
  - management of loading and unloading of materials;
  - the location of heavy vehicle parking off-site; and
  - designated routes for vehicles to the site.
- iii) The proposed areas within the site to be used for a builder's site office and amenities, the storage of excavated material, construction materials and waste containers during the construction period.
- iv) Waste management, including:
  - details of the types and estimated volumes of waste materials that will be generated;
  - procedures for maximising reuse and recycling of construction materials; and
  - details of the off-site disposal or recycling facilities for construction waste.
- v) Dust control, outlining measures to minimise the generation and off-site transmission of dust and fine particles, such as watering or damp cloth fences.
- vi) Asbestos management procedures:
  - Anyone who removes, repairs or disturbs bonded or a friable asbestos material must hold a current removal licence from Workcover NSW holding either a

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Friable (Class A) or a Non- Friable (Class B) Asbestos Removal License which ever applies and a current WorkCover Demolition License where works involve demolition. To find a licensed asbestos removalist please see [www.workcover.nsw.gov.au](http://www.workcover.nsw.gov.au)

- Removal of asbestos by a person who does not hold a Class A or Class B asbestos removal license is permitted if the asbestos being removed is 10m<sup>2</sup> or less of non-friable asbestos (approximately the size of a small bathroom). Friable asbestos materials must only be removed by a person who holds a current Class A asbestos license.
- Before starting work, a work site-specific permit approving each asbestos project must be obtained from WorkCover NSW. A permit will not be granted without a current WorkCover licence. All removal, repair or disturbance of or to asbestos material must comply with the following:
  - The Work Health and Safety Act 2011;
  - The Work Health and Safety Regulation 2011;
  - How to Safety Remove Asbestos Code of Practice – WorkCover 2011; and
  - Safe Work Australia Code of Practice for the Management and Control of Asbestos in the Workplace.
- Following completion of asbestos removal works undertaken by a licensed asbestos removalist re-occupation of a workplace must not occur until an independent and suitably licensed asbestos removalist undertakes a clearance inspection and issues a clearance certificate.
- The developer or demolition contractor must notify adjoining residents/public/adjoining shop owners at least two (2) working days (i.e. Monday to Friday exclusive of public holidays) prior to the commencement of asbestos removal works. Notification is to include, at a minimum:
  - the date and time when asbestos removal works will commence;
  - the name, address and business hours contact telephone number of the demolisher, contractor and/or developer;
  - the full name and license number of the asbestos removalist/s; and
  - the telephone number of WorkCover's Hotline 13 10 50
  - warning signs informing all people nearby that asbestos removal work is taking place in the area. Signs should be placed at all of the main entry points to the asbestos removal work area where asbestos is present. These signs should be weatherproof, constructed of light-weight material and adequately secured so they remain in prominent locations. The signs should be in accordance with AS 1319-1994 Safety signs for the occupational environment for size, illumination, location and maintenance; and
  - appropriate barricades installed as appropriate to prevent public access and prevent the escape of asbestos fibres. Barricades must be installed prior to the commencement of asbestos removal works and remain in place until works are completed.

(Reason: Safety, amenity and protection of public infrastructure and the environment.)

**21. COUNCIL PERMITS – FOR ALL ACTIVITIES ON COUNCIL LAND (CC)**Works Permit

(as per Section 68 of the Local Government Act 1993 and Section 138 and 139 of the Roads Act 1993)

A Works Permit is required for construction of a vehicular crossing (driveway), new stormwater down pipe connection to kerb and gutter, new footpath and/or stormwater connection. A Works Permit Application Form is available from Council's Customer Centre or can be downloaded from Council's website. The applicable fees and charges are located on Council's website.

**2020/17 - Shop 21 - 1 Albert Road Strathfield - PLT2 DP:1001738 (Cont'd)**Standing Plant Permit

This permit must be applied for where it is intended to park a concrete pump, crane or other plant on the roadway or footpath. A Standing Plant Permit Application Form is available from Council's Customer Centre or can be downloaded from Council's website. The applicable fees and charges are located on Council's website. Please note a Road Closure Permit is not required for standing plant.

Skip Bin Permit

This permit must be applied for if you intend to place a skip bin on the roadway or footpath. A Skip Bin Application Form is available from Council's Customer Centre or can be downloaded from Council's website. The applicable fees and charges are located on Council's website.

Temporary Full or Part Road Closure Permit

This permit must be applied for if you require a full or a part road closure to take place to assist in your construction works. Please use the Works Permit Application Form, which is available from Council's Customer Service Centre or can be downloaded from Council's website. The applicable fees and charges are located on Council's website. Please note a Road Closure Permit is not required for standing plant.

Hoarding/Fencing Permit

This permit must be applied for if you intend to erect a Class A (fence type) or Class B (overhead type) hoarding/fencing along the street frontage(s). A Hoarding Permit Application Form is available from Council's Customer Service Centre or can be downloaded from Council's website. The applicable fees and charges are located on Council's website.

Work Zone Permit

This permit must be applied for if you require permanent parking along the kerbside at the front of the site during construction works. A Work Zone Permit Application Form is available from Council's Customer Service Centre or can be downloaded from Council's website. The applicable fees and charges are located on Council's website.

Ground Anchoring Permit

This permit must be applied for, for the installation of ground anchors under Council's footway/road reserve. It does not cover ground anchors under private properties. A separate approval is required to be obtained from Roads and Maritime Services (RMS) if it is proposed to install ground anchors under a State or Classified Regional Road (please refer to the end of this application form for more information).

(Reason: Council requirement.)

**22. FIRE SAFETY UPGRADE - CHANGE OF BUILDING USE (CC)**

Council considers pursuant to clause 93 of the Environmental Planning and Assessment Regulation 2000 that it is appropriate to require the existing building to be upgraded to total or partial conformity with the BCA.

The Construction Certificate plans and specification required to be submitted to the Certifying Authority pursuant to clause 139 of the Regulation must detail building upgrade works required by for the approved use.

The Certifying Authority must be satisfied that such work, to be implemented as part of the development, will upgrade the building to bring it into compliance with the provisions of the BCA in force at the date of issue of the Construction Certificate.

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Note: The Certifying Authority issuing the Construction Certificate has no power to remove the requirement to upgrade the existing building as required by this condition. Where this condition specifies compliance with performance requirements of the BCA, the Certifying Authority (subject to their level of accreditation) may be satisfied as to such matters. Where this condition specifies compliance with prescriptive (deemed to satisfy) provisions of the BCA, these prescriptive requirements must be satisfied and cannot be varied unless this condition is reviewed under section 82A or amended under section 4.55 of the Act.

(Reason: Fire safety.)

**23. FIRE SAFETY SCHEDULE (CC)**

A Fire Safety Schedule specifying the fire safety measures (both current and proposed) which should be implemented in the building premises must be submitted with the Construction Certificate application, in accordance with Part 9 of Clause 168 of the Environmental Planning and Assessment Regulation 2000.

Note: A Construction Certificate cannot be issued until a Fire Safety Schedule is received.

(Reason: Compliance with the Environmental Planning and Assessment Act 1979.)

**24. NOISE – VIBRATION (CC)**

The construction of the development and preparation of the site, including operation of vehicles, must be conducted so as to avoid unreasonable noise or vibration and cause no interference to adjoining or nearby occupations.

(Reason: Noise attenuation.)

**25. NOISE – PLANT (CC)**

All works carried out on site during construction/demolition/excavation or earthworks shall comply with the NSW Protection of the Environment Operations Act 1997. Approved and effective silencing measures shall be provided and maintained on all power-operated plant used on site if required.

(Reason: Safety and amenity.)

**26. NOISE – CONSTRUCTION (CC)**

All works carried out on site during construction/demolition/excavation/earthworks shall comply with the NSW Protection of the Environment Operations Act 1997, the Department of Environment and Climate Changes “Interim construction noise guideline” and AS 2436-2010 – “Guide to noise and vibration control on construction, demolition and maintenance sites” for the control of construction noise which specifies that:

- Construction period of 4 weeks and under – The L90 Level measured over a period of not less than 15 minutes when the construction site is operating must not exceed the background level by more than 20 dB(A) at the boundary.
- Construction period greater than 4 weeks but not exceeding 26 weeks – The L90 level measured over a period of not less than 15 minutes when the construction site is operating must not exceed the background level by more than 10 dB(A) at the boundary.
- Construction period exceeding 26 weeks – The L90 level measured over a period of not less than 15 minutes when the construction site is operating must not exceed the background level by more than 5 dB(A) at the boundary.



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Should complaints of a noise nuisance be substantiated, Council may require the acoustic treatment of the premises to ensure compliance with the NSW Department of Environment and Climate Changes "Interim construction noise guideline" and AS 2436-2010 – "Guide to noise and vibration control, demolition and maintenance sites" for the control of construction noise. A further acoustic assessment and report will be required to be provided to Council assessing the premises in working order.

(Reason: Noise attenuation.)

**27. NOISE AND VIBRATION MANAGEMENT PLAN (CC)**

Prior to the issue of a Construction Certificate, a Noise and Vibration Management Plan is to be prepared by a suitably qualified person addressing the likely noise and vibration from demolition, excavation and construction of the proposed development and provided to Council or the Principal Certifying Authority.

The Plan is to identify amelioration measures to ensure the noise and vibration levels will be in compliance with:

- a. Construction noise management levels established using the *Interim Construction Noise Guideline (DECC, 2009)*;
- b. Vibration criteria established using the assessing vibration: *Technical guideline (DEC, 2006)* (for human exposure); and
- c. The vibration limits set out in the German Standard DIN 4150-3: *Structural Vibration-effects of vibration on structures* (for structural damage)

The report that itemises equipment to be used for excavation works. The Plan shall address, but shall not be limited to, the following matters:

- i) Identification of activities carried out and associated noise sources;
- ii) Identification of potentially affected sensitive receivers, including residences, churches, commercial premises, schools and properties containing noise sensitive equipment;
- iii) Determination of appropriate noise and vibration objectives for each identified sensitive receiver;
- iv) Noise and vibration monitoring, reporting and response procedures;
- v) Assessment of potential noise and vibration from the proposed demolition, excavation and construction activities, including noise from construction vehicles;
- vi) Description of specific mitigation treatments, management methods and procedures to be implemented to control noise and vibration during construction;
- vii) Construction timetabling to minimise noise impacts including time and duration restrictions, respite periods and frequency;
- viii) Procedures for notifying residents of construction activities likely to affect their amenity through noise and vibration; and
- ix) Contingency plans to be implemented in the event of non-compliances and/or noise complaints. A register should be kept of complaints received, and the action taken to remediate the issue.

(Reason: To protect acoustic amenity of surrounding properties and the public.)  
Agreement.)

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28. **REMEDIAL WORKS - PRE-COMMENCEMENT ENVIRONMENTAL MANAGEMENT PLAN (CC)**

A Construction Environmental Management Plan (CEMP) shall be prepared for the proposed remedial works in accordance with the requirements of the approved Remedial Action Plan.

The CEMP must be prepared by an appropriately qualified and experienced environmental consultant.

The CEMP for Remediation must include, but is not be limited to, the following:

- i) Asbestos management plan;
- ii) Project contact information;
- iii) Site security details;
- iv) Timing and sequencing information;
- v) Site soil and water management plan;
- vi) Noise and vibration control plan;
- vii) Dust control plan;
- viii) Air monitoring;
- ix) Odour control plan;
- x) Health and safety plan;
- xi) Waste management plan;
- xii) Incident management contingency; and
- xiii) Unexpected finds protocol (see Approval S60).

The CEMP must be prepared and implemented to the satisfaction of the supervising environmental consultant. The environmental site management measures must remain in place and be maintained throughout the period of the remediation works, until completion of site remediation and the site has been validated.

Note: An appropriately qualified and experienced environmental consultant certified under the Certified Environmental Practitioner" (CEnvP) Scheme or equivalent.

(Reason: To ensure compliance with statutory requirements.)

29. **SECTION 7.12 CONTRIBUTION PAYMENT - INDIRECT CONTRIBUTIONS PLAN) (CC)**

In accordance with the provisions of Section 7.13 of the Environmental Planning and Assessment Act 1979 and the Strathfield Indirect Development Contributions Plan 2010-2030, a contribution in the form of cash, cheque or credit card (financial transaction fee applies) shall be paid to Council for the following purposes:

|                                |                  |
|--------------------------------|------------------|
| Local Amenity Improvement Levy | <b>\$1000.00</b> |
|--------------------------------|------------------|

The total amount of the contribution is valid as at the date of determination and is subject to quarterly indexation. The amount of the contribution under this condition shall be indexed in accordance with clause 4.12 of the Strathfield Indirect Development Contributions Plan 2010-2030.

Contributions must be receipted by Council and submitted to the Accredited Certifier, prior to the issue of any Construction Certificate.

A copy of this condition is to be presented to Council's Customer Service Centre when paying the contribution so that it can be recalculated.

Note: A copy of Strathfield Council's Section 7.12 Indirect Development Contributions Plan

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may be downloaded from Council's website.

(Reason: To enable the provision of public amenities and services required/anticipated as a consequence of increased demand resulting from the development.)

**30. SURRENDER OF CONSENT (CC)**

The applicant shall surrender Development Consent No. 2020/017 at PLT: 21 1 Albert Road, Strathfield for Alterations and internal fit out to ticket office for a retail premise in accordance with the Environmental Planning and Assessment Regulation 2000, prior to release of the Construction Certificate.

(Reason: To ensure certainty as to the consent applying to the land.)

**31. TRAFFIC - CONSTRUCTION TRAFFIC MANAGEMENT PLAN (CC)**

A Construction Traffic Management Plan (CTMP) is to be prepared by an appropriately qualified Traffic Management Consultant and submitted to and approved by Council's Engineering Section, prior to the commencement of any works including demolition.

The following matters should be addressed in the CTMP (where applicable):

- i) Description of the demolition, excavation and construction works;
- ii) site plan/s showing the site, roads, footpaths, site access points and vehicular movements;
- iii) Size, type and estimated number of vehicular movements (including removal of excavated materials, delivery of materials and concrete to the site);
- iv) Proposed route(s) from the arterial (state) road network to the site and the proposed route from the site back to the arterial road network;
- v) Impacts of the work and vehicular movements on the road network, traffic and pedestrians and proposed methods to safely manage pedestrians and construction related vehicles in the frontage roadways;
- vi) Any Traffic Control Plans (TCP's) proposed to regulate traffic and pedestrian movements for construction activities (such as concrete pours, crane installation/removal etc.);
- vii) Proposed hours of construction related activities and vehicular movements to and from the site;
- viii) Current/proposed approvals from other Agencies and Authorities (including Roads and Maritime Services, Police and State Transit Authority);
- ix) Any activities proposed to be located or impact upon Council's road, footways or any public place;
- x) Measures to maintain public safety and convenience;
- xi) Any proposed road and/or footpath closures;
- xii) Turning areas within the site for construction and spoil removal vehicles, allowing a forward egress for all construction vehicles on the site;
- xiii) Locations of work zones (where it is not possible for loading/unloading to occur on the site) in the frontage roadways accompanied by supporting documentation that such work zones have been approved by the Local Traffic Committee and Council;
- xiv) Location of any proposed crane and concrete pump and truck standing areas on and off the site (and relevant approvals from Council for plant on road);
- xv) A dedicated unloading and loading point within the site for all construction vehicles, plant and deliveries;
- xvi) Material, plant and spoil bin storage areas within the site, where all materials are to be dropped off and collected;
- xvii) On-site parking area for employees, tradespersons and construction vehicles as far as possible;
- xviii) Proposed areas within the site to be used for the storage of excavated material,

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- construction materials and waste and recycling containers during the construction period; and
- xix) How it is proposed to ensure that soil/excavated material is not transported onto surrounding footpaths and roadways.

(Reason: To mitigate traffic impacts on the surrounding area during the construction period.)

**32. SPECIALISED WASTE EQUIPMENT (CC)**

Details of any specialised waste disposal equipment to be used in the development i.e. compactors (carousel and linear), bin tugs, chutes, crushers, bunding, oil water separators (coalescing plate separators), etc. to be provided to Council for approval.

(Reason: To ensure compliance with legislation.)

**33. WORKS ZONE - APPROVAL BY COUNCIL'S TRAFFIC COMMITTEE (CC)**

An application for a 'Works Zone' must be submitted to and approved by the Strathfield Council Traffic Committee prior to the commencement of any site work (including demolition).

The suitability of the proposed length and duration of the Works Zone is to be demonstrated in the application for the Works Zone. The application for the Works Zone must be submitted to Council at least six (6) weeks prior to the commencement of work on the site to allow for assessment and tabling of agenda for the Strathfield Council Traffic Committee.

The requirement for a Works Zone may be varied or waived only if it can be demonstrated in the Construction Traffic Management Plan (to the satisfaction of Council) that all construction related activities (including all loading and unloading operations) can and will be undertaken wholly within the site. The written approval of Council must be obtained to provide a Works Zone or to waive the requirement to provide a Works Zone prior to the commencement of any site work.

(Reason: Council requirement.)

**34. DUST CONTROL (CC)**

Where a dust nuisance is likely to occur, suitable screens and/or barricades shall be erected during the demolition, excavation and building works. If necessary, water sprays shall be used on the site to reduce the emission of dust. Screening shall consist of minimum 2 metres height of shade cloth or similar material secured to a chain wire fence of the like and shall be modified as directed by the Council should it fail to adequately control any dust nuisance.

Major Works

The following measures must be implemented (in part or in total) as directed by Council to control the emission of dust:

- (a) Dust screens must be erected around the perimeter of the site and be kept in good repair for the duration of the work.
- (b) All dusty surfaces must be wet down and any dust created must be suppressed by means of a fine water spray. Water used for dust suppression must not be contaminated or allowed to enter the stormwater system
- (c) All stockpiles of materials that are likely to generate dust must be kept damp or covered.
- (d) All stockpiles of soil or other materials shall be placed away from drainage lines, gutters or stormwater pits or inlets.

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- (e) All stockpiles of soil or other materials likely to generate dust or odours shall be covered.
- (f) All stockpiles of contaminated soil shall be stored in a secure area and be covered if remaining more than 24 hours or as directed by Council.

(Reason: Environmental amenity.)

**CONDITIONS TO BE SATISFIED PRIOR TO THE COMMENCEMENT OF WORKS (PCW)****35. APPOINTMENT OF A PRINCIPAL CERTIFYING AUTHORITY (PCA) (CW)**

No work shall commence in connection with this Development Consent until:

- i) A construction certificate for the building work has been issued by the consent authority or a Principal Certifying Authority.
- ii) The person having the benefit of the development consent has appointed a principal certifying authority for the building work, and notified the principal certifying authority that the person will carry out the building work as an owner/builder, if that is the case.
- iii) The principal certifying authority has, no later than 2 days before the building work commences:
  - notified the Council of his or her appointment, and
  - 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.
- iv) The person having the benefit of the development consent, if not carrying out the work as an owner-builder, has:
  - appointed a principal contractor for the building work who must be the holder of a contractor licence if any residential building work is involved;
  - notified the principal certifying authority of such appointment; and
  - unless that person is the principal contractor, notified the principal contractor of any critical stage inspections and other inspections that are to be carried out in respect of the building work.
- v) The person having the benefit of the development consent has given at least 2 days' notice to the Council of the person's intention to commence the erection of the building.

Note: If the principal certifying authority is the Council, the nomination will be subject to the payment of a fee for the service to cover the cost of undertaking all necessary inspections and the issue of the appropriate certificates.

Under the Environment Planning and Assessment (Quality of Construction) Act, 2003, a sign must be erected in a prominent position on the work site showing the name, address and telephone number of the principal certifying authority; the name of the principal contractor (if any) for the building work and a telephone number at which that person may be contacted outside working hours. That sign must also state that unauthorised entry is prohibited. The sign must not be removed until all work has been completed.

(Reason: Statutory requirement.)

**36. NOTICE OF COMMENCEMENT (CW)**

No work shall commence until the following details are submitted to Council:

- i) A Notice of Commencement (form will be attached with issue of a Construction Certificate or available from our website) within two (2) days of the date on which it is proposed to commence works associated with the Development Consent;

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- ii) Details of the appointment of a Principal Certifying Authority (either Council or another Principal Certifying Authority); and
- iii) Details of the name, address and licence details of the Builder.

(Reason: Statutory requirement.)

**CONDITIONS TO BE SATISFIED DURING DEMOLITION AND BUILDING WORKS (DBW)****37. CONTAMINATED LAND UNEXPECTED FINDS (DW)**

In the instance works cause the generation of odours or uncovering of unexpected contaminants works are to immediately cease, Council is to be notified and a suitably qualified environmental scientist appointed to further assess the site.

The contaminated land situation is to be evaluated by the supervising environmental consultant and an appropriate response determined in consultation with the applicant, which is agreed to by Strathfield Council's Environmental Services Manager.

Note: Council may also request that a NSW EPA accredited site auditor is involved to assist with the assessment of the contaminated land situation and review any new contamination information. The applicant must also adhere to any additional conditions which may be imposed by the accredited site auditor.

(Reason: To ensure compliance with statutory requirements.)

**38. OBSTRUCTION OF PUBLIC WAY NOT PERMITTED DURING WORKS (DW)**

The public way must not be obstructed by any materials, vehicles, refuse, skips or the like, under any circumstances, without the prior approval of Council.

(Reason: To maintain public access and safety.)

**39. PUBLIC INFRASTRUCTURE AND SERVICES (DW)**

The applicant must comply with the requirements (including financial costs) of any relevant utility provider (e.g. Energy Australia, Sydney Water, Telstra, RMS, Council etc.) in relation to any connections, works, repairs, relocation, replacements and/or adjustments to public infrastructure or services affected by the development.

(Reason: To maintain public infrastructure and/or services.)

**CONDITIONS TO BE SATISFIED PRIOR TO THE ISSUE OF AN OCCUPATION CERTIFICATE (POC)****40. DRAINAGE SYSTEM - MAINTENANCE OF EXISTING SYSTEM (OC)**

Where elements of the existing drainage system are to be utilised, the existing drainage system shall be overhauled and maintained clear of silt and accumulated debris. Silt and the like shall be removed, not flushed from the system.

A certificate shall be provided by a suitably qualified person (a registered plumber or a person of equivalent or greater experience or qualification) to the satisfaction of the Principal Certifying Authority, prior to the issue of any Occupation Certificate to confirm that the system is in good working order and adequate to accept additional flows having regard to any relevant standards and/or Sydney Water requirements.

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(Reason: Maintenance and environment.)

**41. FIRE SAFETY CERTIFICATION (OC)**

A fire safety certificate shall be obtained in accordance with Part 9, Division 4 of the Environmental Planning and Assessment Regulation 2000, prior to the issue of any Occupation Certificate.

A fire safety certificate is a certificate issued by the owner of a building to the effect that each essential fire safety measure specified in the current fire safety schedule for the part of the building to which the certificate relates:

- i) Has been assessed by a properly qualified person; and
- ii) Was found, when it was assessed, to be capable of performing to at least the standard required by the current fire safety schedule for the building for which the certificate is issued.

An interim fire safety certificate must be provided before an interim occupation certificate can be used for a building under Clause 153(2) of the Environmental Planning & Assessment Regulation 2000.

A final fire safety certificate must be provided before an interim occupation certificate can be used for a building under Clause 153(1) of the Environmental Planning & Assessment Regulation 2000.

A copy of the fire safety certificate and fire safety schedule shall be:

- i) Submitted to Strathfield Council;
- ii) Submitted to the Commissioner of the New South Wales Fire Brigade; and
- iii) Prominently displayed in the building.

(Reason: Fire safety and statutory requirement.)

**42. OCCUPATION OF BUILDING (OC)**

A person must not commence occupation or use (or change of use where an existing building) of the whole or any part of a new building (within the meaning of section 109H (4) of the Act) unless an Interim Occupation Certificate or Final Occupation Certificate has been issued in relation to the building or part.

The Principal Certifying Authority is required to be satisfied, amongst other things, that:

- i) All required inspections (including each applicable mandatory critical stage inspection) have been carried out; and
- ii) Any preconditions to the issue of the certificate required by a development consent have been met.

Note: New building includes an altered portion of, or an extension to, an existing building.

(Reason: Statutory requirement.)

**43. VENTILATION SYSTEMS – MECHANICAL (OC)**

The mechanical ventilation system is to comply with the following:

- i) The Building Code of Australia;

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- ii) Protection of the Environment Operations Act 1997; and
- iii) Australian Standard AS1668-1991.

In addition, odour control measures, such as activated carbon or catalytic oxidisers, must be used to treat ventilation gases prior to discharge. The method of odour control must be designed by a suitably qualified mechanical ventilation engineer.

At the completion of the installation of the mechanical exhaust ventilation system, a certificate from a practising mechanical engineer shall be submitted to the Principal Certifying Authority, prior to issue of the Occupation Certificate demonstrating compliance with the above.

(Reason: To ensure the mechanical exhaust ventilation system complies with the relevant requirements/standards.)

**44. VENTILATION SYSTEMS – NATURAL (OC)**

The natural ventilation system shall be designed, constructed and installed in accordance with the provisions of:

- i) The Building Code of Australia; and
- ii) Protection of the Environment Operations Act 1997.

Details demonstrating compliance with this condition shall be submitted to the Principal Certifying Authority, prior to issue of the Occupation Certificate.

(Reason: To ensure any natural ventilation systems comply with the relevant regulations/standards.)

**CONDITIONS TO BE SATISFIED DURING ONGOING USE OF THE PREMISES (OU)****45. FIRE SAFETY ANNUAL STATEMENT (OU)**

Pursuant to Part 9, Division 5 of the Environmental Planning and Assessment Regulation (as amended) the owner of the building shall provide to Council an Annual Fire Safety Statement from an appropriately qualified person certifying the essential fire safety measures in the building. The Annual Fire Safety Statement shall be submitted within 12 months of the issue of the fire safety certificate, and then on an annual basis.

A copy of the Fire Safety Statement obtained and Fire Safety Schedule shall also be:

- i) Forwarded to the Commissioner of the New South Wales Fire Brigade; and
- ii) Prominently displayed in the building.

(Reason: Fire safety.)

**46. LOADING AND UNLOADING - NO OBSTRUCTION OF PUBLIC ROAD OR FOOTWAY (OU)**

All loading and unloading operations including fork lift trucks or other similar loading, lifting and/or carrying appliances used in conjunction with the premises, shall be carried out wholly within the boundaries of the site, at all times. There shall be no obstruction of any public roadway or footway at any time, without the prior

(Reason: Public safety.)



2020/17 - Shop 21 - 1 Albert Road Strathfield - PLT2 DP:1001738 (Cont'd)

47. **POLLUTION - COMPLIANCE WITH PEOA 1997 GENERALLY (OU)**

The activities carried out on site shall not constitute a nuisance in relation to noise, air or water pollution as specified under the Protection of the Environment Operations Act 1997.

(Reason: Environmental protection.)

48. **WASTE AND RECYCLING COLLECTION (COMMERCIAL AND INDUSTRIAL) (OU)**

- i) The collection of commercial and industrial waste and recycling must only occur between 6.00am and 8.00pm weekdays and 9.00am and 5.00pm on weekends and public holidays, to avoid noise disruption to the surrounding area.
- ii) Commercial and industrial garbage and recycling must be collected on site unless expressly agreed to in OC.
- iii) Where consent is given for commercial and industrial garbage and recycling to be placed kerbside for collection bins must not be placed on the kerbside more than one hour before the scheduled collection time. Bins and containers are to be removed from the kerbside within one (1) hour of collection and returned to the designated garbage storage area(s).
- iv) The garbage and recyclable storage area and bins must be adequate to contain the volume and type of garbage and recyclable matter of the food premises.
- v) All garbage and recyclable matter must be enclosed in the waste bins with lids completely closed at all times.
- vi) Recycling options must be provided for all commercially recyclable waste products including but not limited to paper, cardboard, oil, food waste, plastics, metals, chemicals etc.

(Reason: To regulate noise and garbage collection arrangements.)

49. **CONTROL OF LITTER (OU)**

The occupant or person in control of the premises must take all practicable steps to ensure that the area of public footpath or public area adjacent to the premises is maintained in a clean and tidy condition.

A litter management plan must be included with all applications, litter management plan must include the below:

- i) All steps being taken to prevent, reduce and collect any litter produced by the site
- ii) Measures such as cleaner to conduct litter collection within a 50m radius to be included.

(Reason: To manage litter throughout the LGA.)

**ADVISORY NOTES (AN)**

50. **REUSE AND RECYCLING**

Council encourages the reuse and recycling of waste materials during demolition and construction. In this regard, separation and recycling should be undertaken as follows:

- Masonry products (bricks, concrete, concrete tile roofs) should be sent for crushing/recycling;
- Timber waste to be separated and sent for recycling;
- Metals to be separated and sent for recycling;
- Clean waste plasterboard to be returned to the supplier for recycling (excluding plasterboard from demolition); and

**2020/17 - Shop 21 - 1 Albert Road Strathfield - PLT2 DP:1001738 (Cont'd)**

- Mixed waste (plastic wrapping, cardboard etc.) to be sent to a licensed recycling or disposal facility.

The above can be achieved by constructing a minimum of five (5) trade waste compounds on the site. Each waste compound should be adequately sized to enclose the waste and all waste should be adequately secured and contained within the designated areas and not be permitted to leave the site. Personal waste should not litter the site. Copies of any weighbridge receipts should be kept for presentation to the Principal Certifying Authority.

**51. DISABILITY ACT**

The applicant and Owner are advised that the Commonwealth Disability Discrimination Act 1992 may apply to this particular proposal. Approval of this application does not imply or confer compliance with this Act. Applicants and owners should satisfy themselves as to compliance and make their own enquiries to the Australian Human Rights Commission. Attention is also drawn to the provisions of Parts 2, 3 and 4 of Australian Standard 1428 - Design for Access and Mobility.

**52. USE OF COUNCILS FOOTWAY**

The use of Council's footway in accordance with this consent shall not occur until an agreement with Council is entered into for the use of the footway and the applicable fees paid.

**53. REVIEW OF DETERMINATION**

Section 8.2 of the Act allows the applicant/owner to request Council to review the determination of the application. Any such request must be made within six (6) months of this Notice of Determination being issued and be accompanied by the required fee.

An application under this Section of Act cannot be made for:

- (a) A determination in respect of designated development, or
- (b) A determination in respect of crown development, or
- (c) A complying development.

**54. CONSTRUCTION CERTIFICATE**

A Construction Certificate shall be obtained in accordance with Section 6.7 of the Act, prior to the commencement of any work on site. Council can provide this service for you and you may contact Council's Development Assessment Unit on 9748 9999 for further information.

**55. OCCUPATION CERTIFICATE**

An Occupation Certificate is to be issued by the Principal Certifying Authority prior to the occupation of the building.

**56. RIGHT OF APPEAL**

If you are dissatisfied with this decision, Section 8.7 of the Act gives you the right to appeal to the Land and Environment Court within six (6) months after the date on which you receive this Notice of Determination.

**2020/17 - Shop 21 - 1 Albert Road Strathfield - PLT2 DP:1001738 (Cont'd)****57. OFFENCE**

Section 9.77 and Division 9.6 of the Act provides that any person who contravenes or causes or permits to be contravened the conditions of this consent or the Tree Preservation Order shall be guilty of an offence.

**58. PENALTY INFRINGEMENT**

Section 9.37 and Division 9.6 of the Act provides that a person guilty of an offence against this Act may be liable to penalties. Penalty infringement notices (on-the-spot fines) can also be issued for breaches of the conditions of development consent.

**59. DEVELOPMENT CONTRIBUTIONS**

The contributions required under Section 7.11 of the Act are set out in the Section 94 Contributions Plan which can be viewed at Council's Customer Service Centre, 65 Homebush Road, Strathfield during normal business hours.

**60. CRITICAL STAGE INSPECTIONS**

In accordance with Clause 162A of the Environmental Planning and Assessment Regulation 2000, critical stage inspections are to be carried out by the Principal Certifying Authority (PCA) or by another authority if the PCA so agrees. Failure to undertake these inspections can prevent the issue of an Occupation Certificate and may result in penalties.

**ATTACHMENTS**

1. [↓](#) Lease of Retail space (Former Ticket Office)
2. [↓](#) NSW Heritage Council - Compliance with deferred commencement consent

Form: 07L  
Release: 4.5

**LEASE**  
New South Wales  
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY** Revenue NSW use only

(A) **TORRENS TITLE** Property leased  
FOLIO IDENTIFIER 2/1001738 PART BEING PREMISES KNOWN AS FORMER TICKET OFFICE 2, STRATHFIELD RAILWAY STATION, ALBERT STREET, STRATHFIELD.

|                      |                         |  |      |
|----------------------|-------------------------|--|------|
| (B) <b>LODGED BY</b> | Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any | CODE |
|                      | 29X                     | Reference: 183906  | L    |

(C) **LESSOR**  
RAIL CORPORATION NEW SOUTH WALES

The lessor leases to the lessee the property referred to above.

(D) Encumbrances (if applicable):

(E) **LESSEE**  
TFD STRATHFIELD FOOD PTY LTD ACN 629 040 633

(F) **TENANCY:**

- (G) 1. **TERM** Five (5) Years  
 2. **COMMENCING DATE**  
 3. **TERMINATING DATE**  
 4. With an **OPTION TO RENEW** for a period of N.A. set out in clause N.A. of N.A.  
 5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.  
 6. Together with and reserving the **RIGHTS** set out in clause of N.A.  
 7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** A hereto.  
 8. Incorporates the provisions set out in N.A. No. N.A.  
 9. The **RENT** is set out in item No. 6 of Schedule to Annexure A



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

**STRATHFIELD COUNCIL  
RECEIVED**  
1708  
**DA2020/017  
30 Jan 2020**

DATE 3/6/2019

(H) I certify that I am an eligible witness and that an authorised officer of the lessor signed this dealing in my presence. [See note\* below].

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

Signature of authorised officer:

Name of witness:
Address of witness:

Authorised officer's name: See Page 77 for Execution Clause
Authority of officer:
Signing on behalf of:

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company:
Authority:

See Page 77 for Execution Clause

Signature of authorised person:

Signature of authorised person:

Name of authorised person:
Office held:

Name of authorised person:
Office held:

(I) STATUTORY DECLARATION\*

I solemnly and sincerely declare that—

- 1. The time for the exercise of option to in expired lease No. has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at in the State of New South Wales on
in the presence of of

- [ ] Justice of the Peace (J.P. Number: ) [ ] Practising Solicitor
[ ] Other qualified witness [specify]

# who certifies the following matters concerning the making of this statutory declaration by the person who made it:

- 1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a [Omit ID No.]

Signature of witness:

Signature of applicant:

\* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

ANNEXURE "A" to Form 07L Lease

Parties:

Rail Corporation New South Wales as Lessor and TFD Strathfield Food Pty Ltd  
 ACN 629 040 633 as Lessee

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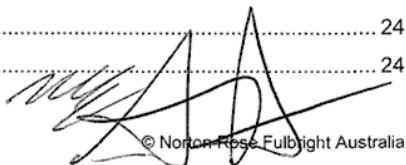
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THIS IS ANNEXURE A REFERRED TO IN THE LEASE BETWEEN RAIL CORPORATION NEW SOUTH WALES ABN 59 325 778 353, AS LESSOR AND TFD STRATHFIELD FOOD PTY LTD ACN 629 040 633, AS LESSEE DATED

3RD JUNE 2019

## 1 Operative Provisions

### 1.1 Definitions

In this Lease unless the contrary intention appears:

- (1) **Access Device** means any key, access card or other opening device to access the Railway Premises;
- (2) **Act** means the *Retail Leases Act 1994 (NSW)*, as amended from time to time;
- (3) **Advertising Guidelines** means any guidelines or policies in relation to advertising published from time to time by the Lessor in relation to advertising standards in and around railway stations and other property owned by the Lessor, the guidelines being available from the Lessor on written request by the Lessee to the Lessor;
- (4) **AFSS** means Annual Fire Safety Statement;
- (5) **Australian Standards** means the standards set by Standards Australia as amended from time to time;
- (6) **Authorisation** means:
  - (a) any approval, licence, consent, declaration, permission, permit, certificate, exemption, direction, notarisation or waiver issued or made by a Government Agency, however it is described; and
  - (b) in relation to anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken,  
  
including any renewal or amendment;
- (7) **Authority** means any government, semi or local government, statutory or other authority or body;
- (8) **Base Building Condition** means:
  - (a) remove the Lessee's Property, unless:
    - (i) the Lessor has stated as a condition of giving approval to works that they may not be removed; or
    - (ii) they are part of structural work done by the Lessee and the Lessor has not given the Lessee a notice requiring the Lessee to remove those Lessee's Property;  
and make good any damage caused by removal;
  - (b) return the Premises including altered surfaces to the condition as of the Occupation Date;

- (c) repair or replace any damaged or affected carpet and clean the carpet to the Lessor's reasonable satisfaction;
  - (d) remove all wiring installed by the Lessee and reinstate the wiring to the configuration existing on the Occupation Date; and
  - (e) restore the fire Services to the configuration existing on the Occupation Date.
- (9) **Building** means any improvements on the Land, including the Lessor's Property, but excluding the Lessee's Property;
- (10) **Business Day** means a day that is not a Saturday, Sunday or public holiday in Sydney;
- (11) **Change of Control** means, in relation to a corporation, a change in Control of:
- (a) the composition of the board of directors of the corporation;
  - (b) more than half the voting rights attaching to shares in the corporation; or
  - (c) more than half the issued shares of the corporation (not counting any share which carries no right to participate beyond a specified amount in the distribution of either profit or capital);
- (12) **Commencing Date** means the date specified on the front cover of the Lease and in Item 8;
- (13) **Common Areas** means the part of the Railway Premises which the Lessor intends for common use, including but not limited to those areas referred to in Item 13;
- (14) **Construction Work** means any work carried out in or on the Premises or the Railway Premises including any construction, alteration, conversion, fitting-out, commissioning, renovation, repair, maintenance, refurbishment, demolition, decommissioning or dismantling of a structure.
- (15) **Contamination** means the presence in, on or under the land of a substance at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the environment;
- (16) **Control** means a power or control that is direct or indirect or that is, or can be, exercised as a result of, by means of or by the revocation or breach of a trust, an agreement, a practice, or any combination of them, whether or not they are enforceable. It does not matter whether the power or control is express or implied, formal or informal, exercisable alone or jointly with someone else;
- (17) **Corporations Act** means the *Corporations Act 2001* (Cth), as amended from time to time;
- (18) **Costs and Claims** means any duty, cost, expense (including legal expenses on an indemnity basis), loss, liability, charge, fee, payment, damage, action, claim, suit, proceeding, demand, penalty, fine, notice, order or adverse judgement (whether at common law or in equity) or other liability whether direct, indirect or consequential (including pure economic loss), present or future, fixed or unascertained, actual or contingent;

- (19) **CPI** means the Sydney Consumer Price Index (All Groups) published by the Commonwealth Statistician, or any similar index which replaces it;
- (20) **Dangerous Goods** has the same meaning as in the *Dangerous Goods (Road and Rail Transport) Act 2008* (NSW), the *Dangerous Goods (Road and Rail Transport) Regulation 2009* (NSW) and the *Work Health and Safety Act 2011* (NSW), as amended from time to time;
- (21) **Demolition Proposal** has the meaning given to that expression in clause 15.1;
- (22) **Emergency Event** means an actual or likely event or circumstance which arises, may arise, or is likely to arise, and which may interfere with or threaten the use of the Railway Premises by the Lessor or the Lessor's Agents for Railway Purposes and/or the continued and safe operation of the Railway Premises and Rail Infrastructure Facilities;
- (23) **Environmental Law** means any legislation or common law:
- (a) relating to the storage, handling or transportation of waste, dangerous goods or hazardous materials; or
  - (b) relating to Contamination or Pollution;
  - (c) relating to a Heritage Item; or
  - (d) which regulates, or has as one of its objectives, purposes or effects, the protection or enhancement of the environment, including:
    - (i) Commonwealth, State or local government legislation including regulations, by-laws and instruments;
    - (ii) common law to the extent that it relates to the use of land, or the carrying out of activities on land;
    - (iii) requirements, consents and concurrences (including conditions) of any Authorisation; and
    - (iv) guidelines, specifications or prescriptions of any Government Agency with which a person is legally required to comply;
- (24) **Environmental Notice** means any direction, request, notice, order, demand, condition (including a condition of an Authorisation) or other requirement to take any action or to refrain from taking any action in respect of the Premises or the use or occupation of the Premises:
- (a) from any Authority;
  - (b) whether written or otherwise; and
  - (c) whether issued to the Lessee or to the Lessor, arising out of or in connection with any Environmental Law;
- (25) **EPA Regulations** means *Environmental Planning & Assessment Regulation 2000* (NSW), as amended from time to time;
- (26) **Fitout Guide** means the guide incorporating the Lessor's tenancy fitout guidelines and requirements for the Premises, that the Lessor's managing agent has supplied

to the Lessee for the Lessee's fitout works and which may be amended by the Lessor from time to time;

- (27) **Franchise Agreement** means any agreement between the Lessee and a Franchisee which permits, or purports to permit, that Franchisee to use the Premises (or any part of it) for the purpose of carrying on the business specified in Item 7;
- (28) **Franchisee** has the meaning given to that expression in clause 16.1(1);
- (29) **Government Agency** means any:
- (a) government or government department or other body;
  - (b) statutory corporation, agency, authority, board, instrumentality, ministry or any official or public or statutory person of the Commonwealth or of any State or Territory of Australia;
  - (c) court or tribunal of competent jurisdiction;
  - (d) local or municipal government or governmental bodies; or
  - (e) person (whether autonomous or not) charged with the administration of a law;
- (30) **GST** means the same as in the GST Law;
- (31) **GST Law** means the same as "GST Law" in *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as amended from time to time;
- (32) **Guarantor** means the party named in Item 5;
- (33) **Guarantor's Obligations** means all obligations of the Guarantor (whether present, future, actual or contingent) under this Lease;
- (34) **Heritage Item** means any item of heritage significance listed on the State Heritage Register or on the 170 Heritage and Conservation Register maintained by RailCorp under section 170 of the *Heritage Act 1977*, listed as an item of local heritage significance in an environmental planning instrument or listed in the *Environment Protection Biodiversity Conservation Act 1999* and found on the Premises, Railway Premises and/or the Land.
- (35) **Insolvency Event** means, for a person, being in liquidation or provisional liquidation or under administration, having a controller (as defined in the Corporations Act) or analogous person appointed to it or any of its property, being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason, taking any step that could result in the person becoming an insolvent under administration (as defined in section 9 of the Corporations Act), entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors, or any analogous event;
- (36) **Item** means an item in the Reference Schedule;
- (37) **Land** means the land described in Item 2 and includes any Building erected on the Land;

- (38) **Law** includes common law, equity and statute and includes any regulation, order, rule, subordinate legislation or other document enforceable under any statute, regulation, order, rule or subordinate legislation;
- (39) **Lease** means this lease and any equitable lease or common law tenancy evidenced by this lease;
- (40) **Lessee** means the party named in Item 4 and if more than one both separately and together;
- (41) **Lessee Contamination** means any Contamination caused, permitted, exacerbated, or contributed to by the Lessee or the Lessee's Agents.
- (42) **Lessee Pollution** means any Pollution caused, permitted, exacerbated, or contributed to by the Lessee or the Lessee's Agents.
- (43) **Lessee's Agents** means every agent, employee, licensee, Franchisee, contractor, invitee and business patron of the Lessee;
- (44) **Lessee's Business** means the business carried on from the Premises;
- (45) **Lessee's Contribution** means, subject to clause 5.3, the Lessee's Proportion multiplied by each Outgoing;
- (46) **Lessee's Obligations** means all obligations of the Lessee (whether present, future, actual or contingent) under this Lease;
- (47) **Lessee's Property** means the Lessee's fixtures, fittings, equipment, furnishings and other property of the Lessee on the Premises;
- (48) **Lessee's Proportion** means the proportion, expressed as a percentage, which the Lettable Area of the Premises bears to the Lettable Area of the Land from time to time and which at the Commencing Date of this Lease is that proportion specified in Item 17, or such other proportion determined by the Lessor in accordance with clause 5.3(2);
- (49) **Lessee's Sales** means all money and the value in money of things other than money received or receivable for all sales of goods, hirings and provision of services including those delivered, made or provided:
- (a) from the Premises, wherever originating; or
  - (b) from somewhere other than the Premises but originating from the Premises; or
  - (c) neither from the Premises nor originating from them but which would normally be attributed to the Lessee's Business; or
  - (d) in a way likely to deprive the Lessor of any Percentage Rent
- but 'Lessee's Sales' does not include:
- (e) the amount of losses incurred in the resale or disposal of merchandise reasonably and properly purchased from customers as trade-ins in the usual course of business; or
  - (f) the amount of deposits and instalments received on account of lay-bys, hire purchase or credit sales, and which are refunded to customers; or



- (g) the amount of a refund on a transaction when the proceeds of the transaction have been included as part of Lessee's Sales; or
  - (h) the amount of any service, finance or interest charges payable to any financier in connection with provision of credit to customers (other than commissions on credit or store cards); or
  - (i) the price of merchandise exchanged between Lessee's shops if the exchange is made solely for the convenient operation of the Lessee's Business and not for the purpose of concluding a sale made at or from the Premises; or
  - (j) the price of merchandise returns to shippers, wholesalers or manufacturers; or
  - (k) the proceeds of sale of the Lessee's Property after its use in the conduct of the Lessee's Business or from the Premises; or
  - (l) the amount of discounts allowed to customers in the normal course of business; or
  - (m) the amount of uncollected credit accounts that are written off; or
  - (n) the amount paid or payable by the Lessee as GST; or
  - (o) the amount of delivery charges; or
  - (p) the amount received from the sale of lottery tickets and similar tickets (other than commission on those sales); or
  - (q) the amount of revenue from online transactions, other than online transactions where the goods or services concerned are delivered or provided from or at the Premises or where the transaction takes place while the customer is at the Premises.
- (50) **Lessor** means the party named in Item 3;
- (51) **Lessor's Agents** means every agent, employee, licensee, contractor, invitee and business patron of the Lessor;
- (52) **Lessor's Property** means all the Lessor's plant, equipment, fixtures, fittings, furnishings and other property of the Lessor on or in the Railway Premises;
- (53) **Lettable Area** means in respect of the Premises, the Estate or any part of them, the lettable area of the relevant area measured in accordance with the gross lettable area (GLA) method of measurement then adopted by the Property Council of Australia Limited for warehouses and industrial building;
- (54) **Occupation Date** means the earlier of the:
- (a) Commencing Date; and
  - (b) the date the Lessee (or its predecessor in title) took occupation of the Premises.
- (55) **Outgoings** means all amounts paid or payable by the Lessor in connection with the ownership, management and administration, operation and maintenance of the Premises and the Common Areas (plus GST on those amounts to the extent that

the Lessor does not receive an input tax credit for that GST) including the following:

- (a) rates, rents, levies and other charges payable to any Government Agency or Authority;
- (b) imposts, duties, fees, deductions, compulsory loans or withholdings and taxes (excluding income tax and capital gains tax) payable to any Government Agency or Authority, including land tax on the basis assessed to the Lessor;
- (c) insurance premiums (including loss of rent);
- (d) cleaning the Common Areas, removing refuse, controlling vermin and supplying items to washrooms and lavatories;
- (e) repair, service, maintenance and redecoration (except structural works) which no occupier other than the Lessor is obliged to do;
- (f) management, administration, customer services and marketing;
- (g) providing, maintaining, repairing and replacing information systems, signs and directory boards;
- (h) audit, accounting and other professional costs;
- (i) the cost of supplying, maintaining and repairing any Services which are not charged directly to any lessee including trade waste charges;
- (j) wages and associated costs (including payroll taxes) payable in respect of employees of the Lessor employed to provide or administer any of the services or costs outlined above or in connection with the ownership, management and administration, operation and maintenance of the Common Areas; and
- (k) other items included in the lessor's disclosure statement as outgoings,

but does not include:

- (l) any amount in respect of the capital costs of the Premises or the Common Areas;
- (m) any amount in respect of depreciation; and
- (n) interest or other charges incurred by the Lessor in respect of amounts borrowed by the Lessor.

(56) **Percentage Period** means each of:

- (a) the period from and including the Commencing Date to and including the first 30 June in the Term; and
- (b) each 12 month period ending on 30 June during the Term; and
- (c) the period from and including the last 1 July in the Term to and including the Expiry Date;

- (57) **Pollution** has the meaning given to it in the Protection of the *Environment Operations Act 1997* (NSW).
- (58) **Percentage Rent** means any amount by which the percentage of the Lessee's Sales (set out in Item 9) for a Percentage Period exceeds the Rent for that Percentage Period;
- (59) **Permitted Use** means the use specified in Item 7;
- (60) **Premises** means the part of the Land described in Item 6;
- (61) **Railway Premises** means all or any part of the Land together with all improvements from time to time on the Land owned or used by the Lessor and includes but is not limited to any:
- (a) Rail Infrastructure Facilities;
  - (b) underground and overhead passages which join improvements on the Land to any other land; and
  - (c) plant, machinery, fittings, equipment, conveniences and amenities owned, leased or controlled by the Lessor, including but not limited to all railway track, railway stations, tunnels, civil works, associated track structures, over track structures, signalling systems, train control systems, communication systems, equipment, nodes, conduits, ducting, cable, cable support structures and other plant, equipment, buildings or facilities owned, leased or used by the Lessor.
- (62) **Railway Purposes** means any action or activity undertaken or required to be undertaken by the Lessor, in its absolute discretion, under the Railway Legislation or otherwise for the use, control, safe operation, management, maintenance or repair of any railway infrastructure, facility or service and/or the Lessor's Property;
- (63) **Reference Schedule** means the reference schedule at Schedule 1 of this Lease;
- (64) **Rent** means the annual rent specified in Item 9 (which applies on the Commencing Date) as adjusted under this Lease;
- (65) **Rent Commencement Date** means the date specified in Item 10;
- (66) **Rent Day** means the Commencing Date and the first day of every month;
- (67) **Retail Areas** means any part of the building of which the Premises forms part in which other retail shops and businesses are located or operated but may, at the discretion of the Lessor, exclude other areas of that building, including but not limited to any areas used exclusively for Railway Purposes;
- (68) **Review Date** means each date specified in Item 11(a);
- (69) **Services** means any services provided to the Premises or the Railway Premises by a Government Agency, service provider or the Lessor (for example air conditioning, communication, drainage, power, escalators, fire and emergency services, garbage, gas, heating, lifts, information booths, sewerage, telephone, televisions, trade waste and water) and the pipes, wires, ducting and other means of providing those services to the Premises or the Railway Premises;
- (70) **Specialist Retail Valuer** means a specialist retail valuer as defined in the Act;

- (71) **Term** means the term of this Lease which begins at midnight at the beginning of the Commencing Date and ends at midnight at the end of the Terminating Date;
- (72) **Terminating Date** means the date specified on the front cover of this Lease;
- (73) **Trading Hours** means the hours specified at clause 9.10, or as amended from time to time by the Lessor;
- (74) **Tribunal** has the same meaning as in the Act;
- (75) **Waste** means a substance that is discarded, rejected, unwanted, surplus or abandoned whether or not intentionally, it has a value or use or it is intended for sale or recycling, reprocessing, recovery or purification but does not include hazardous materials or dangerous goods;
- (76) **WHS Act** means the *Work Health and Safety Act 2011* (NSW), as amended from time to time; and
- (77) **WHS Regulation** means the *Work Health and Safety Regulation 2011* (NSW), as amended from time to time.

## 2 Grant of lease and holding over

### 2.1 Grant

The Lessor leases the Premises to the Lessee for the Term.

### 2.2 Holding over

- (1) If the Lessee continues to occupy the Premises with the Lessor's consent after the Terminating Date, the Lessee is a monthly Lessee and occupies the Premises on the same terms as this Lease, but including any changes necessary to make the terms appropriate for a monthly tenancy.
- (2) The Lessor and the Lessee may each terminate the monthly tenancy by giving at least one month's notice to the other, ending on any day.

### 2.3 Lessor's disclosure statement

- (1) The Lessee acknowledges that:
  - (a) the Lessor gave it a lessor's disclosure statement at least seven (7) days before this Lease was entered into;
  - (b) the lessor's disclosure statement had attached to it a tenancy fit out guide outlining the Lessor's requirements for the standard of construction of fit out to be carried out by the Lessee;
  - (c) it has relied on its own enquiries in relation to this Lease and the matters disclosed in the lessor's disclosure statement; and
  - (d) it has not relied on any representation or warranty by the Lessor or any person acting or seeming to act on the Lessor's behalf, other than as set out in the lessor's disclosure statement.

- (2) The Lessee acknowledges that:
  - (a) the Lessor or the Lessor's agent gave to the Lessee a copy of the proposed lease to the Lessee for inspection by the Lessee; and
  - (b) provided a copy of the Retail Tenancy Guide as described under and prescribed by the Regulations under the Act,

as soon as the Lessor or the Lessor's agent entered into negotiations with the Lessee concerning the Lease.

**3 Rent and Rent reviews**

**3.1 Payment of Rent**

- (1) Subject to clause 3.1(3), the Lessee must pay the Rent on and from the Rent Commencement Date to the Lessor by equal monthly instalments in advance on or by each Rent Day as directed by the Lessor.
- (2) If the Rent Commencement Date is later than the Commencing Date the Lessee acknowledges that, subject to clause 3.1(3), it is entitled to receive a rent free period equal to the period of time between the Commencing Date and the Rent Commencement Date (**Rent Free Period**).
- (3) The parties agree that if the Lessee is in default under this Lease during the Rent Free Period:
  - (a) the Lessor may, in its sole discretion, suspend the Rent Free Period until such time the Lessee ceases to be in default under this Lease;
  - (b) the Lessee must pay the full Rent payable under this Lease during any period of suspension under clause 3.1(3)(a);
  - (c) when the Lessee ceases to be in default under this Lease, (except where the Lease has been terminated due to that default) the Lessor will credit the amount of the Rent Free Period suspended under clause 3.1(3)(a) to future instalments of Rent payable under the Lease.
- (4) The parties agree that the Rent Free Period will not be taken into account in any market rent review or rent review carried out under this Lease.

**3.2 Rent reviews**

The rent review method applicable to any Review Date is the method specified in Item 11(b) next to that Review Date.

**3.3 CPI rent review**

If the letters "CPI" or their equivalent appear in Item 11(b) next to a Review Date, the Rent payable from that Review Date (relevant Review Date) until the next Review Date is determined as follows:

$$\text{New Rent} = \frac{\text{Old Rent} \times \text{CPI}}{\text{LCPI}}$$

where:

New Rent = the Rent applicable from the relevant Review Date until

- the next Review Date;
- Old Rent = the Rent payable immediately before the relevant Review Date;
- CPI = the CPI for the quarter ending immediately before the relevant Review Date;
- LCPI = the CPI last published before:
- (1) in the case of the first Review Date, the Commencing Date; or
  - (2) in every other case, the Review Date immediately preceding the relevant Review Date.

#### 3.4 Percentage review

If a percentage appears in Item 11(b) next to a Review Date, the Rent payable from the Review Date is the Rent payable immediately before that Review Date, plus an amount equal to the Rent multiplied by the percentage appearing in Item 11(b).

#### 3.5 Market rent review

- (1) In this clause 3.5, **Lessor's Assessment** means the Lessor's written determination of the current market rent for the Premises from the relevant Review Date, having regard to the considerations required under this Lease and anything else the Lessor in its absolute discretion considers relevant.
- (2) This clause does not apply to a review of Rent which relates to a new lease for an option term.
- (3) If the words "current market rent" or their equivalent appear in Item 11(b) next to a Review Date, the Lessor may give the Lessee a Lessor's Assessment no more than three (3) months before (and at any time after) the Review Date.
- (4) The amount stated in the Lessor's Assessment is the Rent applicable from the Review Date unless the Lessee gives the Lessor written notice within fourteen (14) days after receipt of the Lessor's Assessment that it does not agree with the amount.
- (5) The Lessor's right to have the Rent reviewed under this Lease is not affected by:
  - (a) the Lessor giving the Lessee a Lessor's Assessment after the relevant Review Date; or
  - (b) any receipt for Rent paid on or after that Review Date.

#### 3.6 Appointment of valuer

- (1) If the Lessor and Lessee do not agree on the current market rent within one month after the Lessor giving a Lessor's Assessment the current market rent (exclusive of GST) is to be determined by valuation carried out by a Specialist Retail Valuer appointed by agreement between the Lessor and Lessee, or failing agreement, by the Tribunal.
- (2) In making a determination, the Specialist Retail Valuer must have regard to the following matters:

- (a) the provisions of this Lease;
  - (b) the rent that would reasonably be expected to be paid for the Premises if they were unoccupied and to be rented for the same or substantially similar use to the Permitted Use;
  - (c) the gross Rent, less the Lessor's outgoings payable by the Lessee; and
  - (d) rent concessions and other benefits that are frequently or generally offered to prospective Lessees of unoccupied retail shops.
- (3) In making a determination the Specialist Retail Valuer must not take account of:
- (a) the value of goodwill created by the Lessee's occupation; or
  - (b) the value of the Lessee's Property on the Premises.
- (4) The Lessor must, within fourteen (14) days of a request by the Specialist Retail Valuer, supply the Specialist Retail Valuer (where reasonably available to the Lessor) with relevant information about leases for retail premises situated in the Railway Premises to assist the Specialist Retail Valuer to determine the current market rent.
- (5) The Specialist Retail Valuer must, within one month after receiving the information referred to in clause 3.6(4), give a valuation:
- (a) in writing;
  - (b) containing detailed reasons for the valuation; and
  - (c) specifying the matters taken into account in making the determination.
- (6) The reasons and matters included in a valuation as referred to in clause 3.6(2) must not be set out in a way that discloses information identifying other leases or parties to other leases or relating to the business of parties to other leases. This clause 3.6(2) does not apply to leases between the parties to the lease for which the valuation is made or to leases whose parties consent to the disclosure of information.
- (7) The Specialist Retail Valuer acts as an expert and not as an arbitrator and the Specialist Retail Valuer's decision is final and binding. The Lessor and the Lessee may make written submissions to the Specialist Retail Valuer and the Specialist Retail Valuer must consider any such written submissions.
- (8) The parties must pay the cost of any valuation in equal shares.
- (9) If any Specialist Retail Valuer appointed under this clause declines its appointment or does not make its determination in time, the appointing party may (and must, if requested to do so in writing by the other party given before the Specialist Retail Valuer makes its determination) appoint another Specialist Retail Valuer in its place.
- (10) The Lessor or the Lessee may apply to the Tribunal for the appointment of a Specialist Retail Valuer for the purpose of clause 3.6(1).

**3.7 Adjustment**

- (1) The Lessee must continue to pay the Rent payable immediately before the Review Date until the current market rent is determined under this clause 3.
- (2) The current market rent determined under this clause 3 is the Rent payable from the Review Date.
- (3) The Lessor and the Lessee must make any adjustment necessary to take account of the difference between the Rent paid and the Rent payable from the Review Date within:
  - (a) seven (7) days of the determination of the current market rent under this clause 3; or
  - (b) fourteen (14) days of the later of:
    - (i) the date of the Lessor's Assessment; and
    - (ii) the Review Date,if the Lessee does not give the Lessor written notice under clause 3.5(4).

**3.8 Agreement to co-operate**

The Lessor and the Lessee must act reasonably and cooperate in conducting any market rent review.

**3.9 Percentage Rent**

- (1) Clause 3.9(2) and clauses 3.11 to 3.16 inclusive do not apply to this Lease if the words "Not applicable" appear in Item 9 under Percentage Rent.
- (2) The Lessee must pay Percentage Rent for each Percentage Period.

**3.10 Information for calculating Percentage Rent**

- (1) The Lessee must give the Lessor in the form the Lessor reasonably requires:
  - (a) a statement of the Lessee's Sales:
    - (i) for each month, within 14 days after the end of that month; and
    - (ii) for each Percentage Period, within one month after the end of that Percentage Period; and
  - (b) a certificate by a registered company auditor (as defined in the Corporations Law) certifying the Lessee's Sales for each Percentage Period, within three months after the end of that Percentage Period.



- (2) Lay-by payments and instalments of hiring charges for goods hired without an option to purchase are included in Lessee's Sales for the Percentage Period in which they are due for payment.
- (3) Unless the Lessor gives the Lessee a notice rejecting the auditor's certificate on reasonable grounds within one month after receiving it, the amount shown in that certificate is the Lessee's Sales for that Percentage Period.
- (4) If the Lessee does not give the Lessor the auditor's certificate on time or if the Lessor rejects the certificate on reasonable grounds, the Lessee's Sales for the relevant Percentage Period may be calculated by the Lessor acting reasonably and having regard to any statement of the Lessee's Sales or any inspection or audit of the Lessee's Business carried out by the Lessor under this clause 3.10.

### 3.11 Notice of Percentage Rent

Within one month after the Lessor accepts or calculates the Lessee's Sales for a Percentage Period, the Lessor must give the Lessee a notice stating:

- (1) the Percentage Rent for that Percentage Period; and
- (2) what the Lessee has paid on account of Percentage Rent for that Percentage Period; and
- (3) what the Lessee must pay the Lessor or the Lessor must credit the Lessee; and
- (4) the instalments for the next Percentage Period.

### 3.12 Payment for first Percentage Period

The Lessee must pay the Percentage Rent for the first Percentage Period within seven days after the Lessor gives the Lessee a notice under clause 3.11.

### 3.13 Payments on account of Percentage Rent

- (1) In each Percentage Period after the first, the Lessee must pay instalments in advance on each Rent Day on account of Percentage Rent for that Percentage Period. Each instalment must be one twelfth of the Percentage Rent for the previous Percentage Period. However, if the first Percentage Period is less than a year, then each Percentage Rent instalment in the second Percentage Period must be one twelfth of the Percentage Rent for the first Percentage Period divided by the number of days in that Percentage Period and multiplied by 365.
- (2) The Lessee need not pay instalments in the second Percentage Period until the Lessor gives it a notice stating the Percentage Rent for the first Percentage Period. The Lessee must bring instalments up to date on the next Rent Day after the Lessor gives that notice.
- (3) In any Percentage Period after the second, until the Lessor gives the Lessee a notice stating the Percentage Rent for the previous Percentage Period, the Lessee must pay on account of Percentage Rent on each Rent Day an instalment equal to that payable on the previous Rent Day.

### 3.14 Adjustments

- (1) On the first Rent Day after the Lessor gives the Lessee a notice stating the Percentage Rent for a previous Percentage Period, the Lessee must pay the Lessor for any shortfall in the Tenant's payments of Percentage Rent for that

Percentage Period and in the instalments on account of Percentage Rent for the current Percentage Period. The Lessor must credit the Lessee with any over payment.

- (2) Despite clause 3.14(1), the Lessee may give the Lessor a notice, once in the first 12 months of the Term and after that at intervals of not less than 12 months, asking the Lessor to adjust any over payment or under payment of Percentage Rent for the period referred to in that notice. The adjustment must be made within one month after the later of the day the Lessee gives the Lessor the notice and the day the Lessee gives the Lessor the information the Lessor reasonably requires to make the adjustment. The adjustment is to be made by the Lessee paying the Lessor any amount underpaid and the Lessor crediting the Lessee with any amount overpaid.

### 3.15 Records of Lessee's Sales

- (1) The Lessee must keep proper accounting records for all transactions of the Tenant's Business for two years after the end of the Percentage Period to which they relate.
- (2) On giving reasonable notice, the Lessor may inspect, copy or audit those records. Within the period stated in the notice, the Lessee must produce them for the Lessor at a place the Lessee specifies acting reasonably.
- (3) If anything is done under clause 3.10 based on inaccurate information, then the parties must do everything necessary to correct the inaccuracy and the consequences of it as soon as possible after it is discovered.

### 3.16 Costs of audit

Within seven days after the Lessor's demand, the Lessee must pay the cost of:

- (1) any audit or inspection made because the Lessee has not given an auditor's certificate on time; and
- (2) an audit or inspection which shows that the Lessee's Sales have been understated by more than 3%.

## 4 Lessee's charges

### 4.1 Service Charges

The Lessee must:

- (1) pay directly to the relevant Government Agency, Authority or service provider all amounts separately charged to the Premises by any Government Agency, Authority or otherwise and any Services separately metered and consumed in the Premises; and
- (2) within seven (7) days after a request by the Lessor, provide the Lessor with evidence of payment of the amounts referred to in this clause.

## **5 Outgoings**

### **5.1 Payment of Lessee's Contribution**

The Lessee must pay, or reimburse the Lessor if the Lessor has paid, the Lessee's Contribution for each Outgoing:

- (1) to the Lessor or as otherwise directed by the Lessor; and
- (2) within fourteen (14) days of service of a notice under clause 5.2(1).

### **5.2 Notice from Lessor**

- (1) The Lessor must notify the Lessee of the amount of each Outgoing payable and the Lessee's Contribution for that Outgoing.
- (2) The notice referred to in clause 5.2(1) is conclusive evidence of its contents unless the Lessor or the Lessee notify the other of any manifest error within fourteen (14) days of service of the notice.

### **5.3 Specified Outgoings**

- (1) The Lessor may, acting reasonably, decide that some items of Outgoings will be shared only between some occupants or groups of occupants when calculating the Lessee's Contribution. If the Lessor does this, it must provide reasonable details with its notice under clause 5.2(1).
- (2) If there is a change in the Lettable Area of the Building or the Premises or another event occurs (such as a change in the Lessee's use of the Premises or the Common Areas is subdivided or a mistake in calculations is discovered) which makes a change in the Lessee's Proportion reasonable, then the Lessor may change the Lessee's Proportion by notice to the Lessee.

### **5.4 Outgoings estimates**

- (1) The Lessee acknowledges the Lessor has, prior to the Commencing Date, provided to the Lessee a written estimate of the Outgoings to which the Lessee is required to contribute under the Lease, itemising those Outgoings under the item descriptions used in the list of Outgoings in the form of Lessor's disclosure statement.
- (2) The Lessor must at least one month prior to each of the Lessor's account periods give to the Lessee a notice setting out the Lessor's estimates of the Outgoings to which the Lessee is required to contribute under the Lease, itemising those Outgoings under the item descriptions used in the list of Outgoings in the form of Lessor's disclosure statement.

## **6 Payments and interest**

### **6.1 Liability for expenses**

- (1) The Lessee must, subject to any provision to the contrary in the Act, pay to the Lessor, on demand, the amount of all costs and expenses incurred in connection with:

- (a) the Lessor's legal costs (at the hourly rate of the Lessor's solicitors, plus GST) incurred in connection with negotiating and incorporating amendments to this Lease as requested by the Lessee;
  - (b) the registration of this Lease;
  - (c) any assignment, sublease, licence, mortgage, charge or other encumbrance permitted by the Lessor under and in accordance with this Lease;
  - (d) any default by the Lessee or the Lessee's Agents under this Lease and the enforcement or protection, or attempted enforcement or protection of any right under or in relation to this Lease;
  - (e) any transactions or dealings that this Lease contemplates;
  - (f) any amendment to, or waiver of or under, or surrender of this Lease;
  - (g) any request for the consent or approval of the Lessor, the Lessor's mortgagee or any head lessor; and
  - (h) the cost of preparing any plan needed for this Lease,
- including legal expenses on a full indemnity basis, administration costs of the Lessor and expenses incurred in engaging consultants.
- (2) The Lessee is not required to pay the Lessor's legal or other expenses in connection with the preparation of this Lease until the Lessor has given it a copy of any account presented to the Lessor in respect of those expenses.
  - (3) The Lessee may request the Lessor provide substantiation of the Lessor's legal and other expenses in connection with the granting of consent to an assignment of this Lease before the Lessee pays them.

#### 6.2 Interest on overdue money

- (1) The Lessee and the Guarantor must pay interest on each amount that is not paid when due (whether or not demanded by the Lessor), from (and including) the day on which it falls due to (but excluding) the day on which it is paid in full, at the rate calculated on a daily basis as set out in Item 15. This interest must be paid by the Lessee upon demand.
- (2) Nothing in this clause affects the Lessee's obligation to pay each amount under this Lease when it is due.

#### 6.3 Payment by direct debit

- (1) The Lessor may require the Lessee to pay the Rent by direct debit.
- (2) Within fourteen (14) days after the Lessor notifying the Lessee that it requires Rent to be paid by direct debit, the Lessee must provide the Lessor:
  - (a) relevant details of the Lessee's account from which Rent will be paid; and
  - (b) necessary written consents to transfer the Rent by direct debit.
- (3) The Lessee must not close its account or revoke its consent under this clause 6.3 without the consent of the Lessor which must not be unreasonably withheld.

- (4) If the Lessee's account contains insufficient funds to pay any Rent under this clause 6.3, the Lessor may require the Lessee to pay any costs or fees incurred by the Lessor (including but not limited to bank charges) as a result of the Lessee's failure to have sufficient funds in its account to pay the Rent.

## **7 Lessor's rights and obligations**

### **7.1 Quiet enjoyment**

Subject to the Lessor's rights under this Lease, and while the Lessee complies with all of its obligations under this Lease, the Lessee is entitled to quiet enjoyment of the Premises.

### **7.2 Services**

Subject only to any right of the Lessee under the Act, if any of the Services fail to function properly for any reason, the Lessee must not, and is not entitled to:

- (1) terminate this Lease;
- (2) make any claim for compensation or damages against the Lessor; and
- (3) any right of abatement of Rent, Outgoings or of any other amount payable by the Lessee under this Lease due to the failure.

### **7.3 Lessor's works**

- (1) The Lessor may carry out any work to the Railway Premises including, but not limited to, alterations, additions, refurbishment and redevelopment.
- (2) The Lessor will only exercise its rights under clause 7.3(1) in relation to the Premises if the Lessor has given the Lessee 2 months' written notice of the proposed works, except where the proposed works are necessitated by an Emergency Event in which case the Lessor is only required to give a period of notice that is reasonably practicable in the circumstances.
- (3) If the Lessor exercises any rights under clause 7.3(1) the Lessor must take reasonable steps to minimise any disruption to the Lessee.
- (4) The location of all existing fixtures, services and provisions within the Premises are pre-determined by the Lessor unless otherwise stated by the Lessor

### **7.4 Lessor's right to enter Premises**

- (1) Subject to clause 7.4(2), each of the Lessor and the Lessor's Agent may enter the Premises together with all necessary workmen and equipment at all reasonable times, if it gives the Lessee reasonable notice, to:
  - (a) determine the condition of the Premises or whether the Lessee is complying with this Lease;
  - (b) exercise its rights under any provision of this Lease;
  - (c) carry out any work to the Railway Premises, the Land, the Services or any adjacent property, including but not limited to for the purpose of installing any new Services for Railway Purposes or for any other reason;
  - (d) enable it to comply with any law or any notice from any Government Agency or Authority affecting the Railway Premises;

- (e) show the Premises to prospective purchasers or mortgagees at any time or to prospective tenants during the last six (6) months of the Term;
  - (f) ensure that the Premises are locked and secure;
  - (g) display its usual "for sale" notice or, during the last three (3) months of the Term, a "to let" notice (unless an option to renew this Lease has been validly exercised by the Lessee); and
  - (h) do anything for Railway Purposes or to avoid or rectify an Emergency Event (the Emergency Event to be determined by the Lessor in its absolute discretion).
- (2) When exercising its rights under clause 7.4(1), the Lessor:
- (a) must take reasonable steps to minimise any disruption to the Lessee (however in the case of an Emergency Event, the Lessor is only required to comply with this clause 7.4(2)(a) if, in the Lessor's opinion, it is reasonably practicable to do so, having regard to the nature and extent of the Emergency Event); and
  - (b) is not required to give reasonable notice or enter at a reasonable time in the case of an Emergency Event.

#### 7.5 Restricted access to Railway Premises

The Lessor may exclude any person (including the Lessee) from the Railway Premises if required by Law or for safety or security reasons.

#### 7.6 Convert title

- (1) The Lessor may convert the title to the Railway Premises to strata (or similar) title.
- (2) The Lessee must do anything the Lessor reasonably requires concerning the conversion, including but not limited to promptly providing unconditional consents, in writing, to the conversion upon request by the Lessor.

#### 7.7 Subdivide and grant easements and other rights

- (1) The Lessor may subdivide the Railway Premises or grant an easement or other right over it or the Premises, or enter into a voluntary planning agreement which affects the Railway Premises and the Premises, unless this would have a substantial adverse effect on the Lessee.
- (2) The Lessee must do anything the Lessor reasonably requires concerning the subdivision or grant of easement or the registration of a voluntary planning agreement, including but not limited to promptly providing its unconditional consent, in writing, to the subdivision or grant of easement or registration of the voluntary planning agreement.

#### 7.8 Benefit of Lessee's obligations

If someone other than the Lessor becomes entitled to receive the Rent:

- (1) that person may exercise all of the Lessor's rights under this Lease; and

- (2) the Lessee must enter into any deed reasonably required by the Lessor, at the Lessor's cost, under which the Lessee agrees in favour of that other person to comply with all of the Lessee's obligations under this Lease.

**7.9 Superior interests**

If any person has an interest in the Premises which is concurrent with or superior to the Lessor's interest, the Lessee must allow that person to, under the terms of this Lease:

- (1) exercise its right, or the Lessor's right, to enter the Premises;
- (2) carry out repairs, maintenance and other work in the Premises; and
- (3) exercise its rights and obligations in respect of the Premises.

**7.10 Lessor may perform Lessee's obligations**

- (1) The Lessor may, at the Lessee's reasonable cost, do anything which the Lessee should have done under this Lease if the Lessee does not promptly do so or if, in the Lessor's reasonable opinion, the Lessee does not do so properly.
- (2) The Lessee must reimburse the Lessor on demand for any reasonable costs and expenses incurred by the Lessor under this clause.

**7.11 Appoint agents and managers**

The Lessor may appoint or authorise an agent or others to do anything it may or must do under this Lease or conduct the day to day operation and management of the Railway Premises.

**7.12 No exclusive use**

The Lessor may lease or licence any other part of the Railway Premises for a business which competes with the Lessee's Permitted Use.

**7.13 Keys**

- (1) If the Lessor gives the Lessee any Access Device:
  - (a) the Lessee must not create a copy of the Access Device without the Lessor's prior consent;
  - (b) the Lessee must reimburse the Lessor for any reasonable cost it incurs as a result of the Lessee losing any Access Device;
  - (c) the Lessee must give the Access Device to current employees only, and must keep a list of those employees and give the list to the Lessor on request; and
  - (d) the Lessee must return all Access Devices to the Lessor on the expiration or termination of this Lease.
- (2) The Lessee must promptly, when requested by the Lessor, give the Lessor a list of the Lessee's Agents who have been provided with a key or other access authority in respect of the Premises or the Railway Premises.

**7.14 Rights in relation to Railway Premises**

The Lessor may at any time:

- (1) permit functions, displays, parades and other activities in the Railway Premises;
- (2) change the direction or flow of pedestrian or vehicular traffic in and around the Railway Premises, which may include (but is not limited to) closing the Railway Premises or part of the Railway Premises (including that part which contains the Premises) and changing the location of entrances to and exits from the Railway Premises;
- (3) change the tenancy mix of the Railway Premises at any time in its absolute discretion;
- (4) issue a direction to the Lessee requiring the Lessee to assist in the management or rectification of any Emergency Event which takes place in the Railway Premises, including but not limited to any direction requiring the Lessee to cease or suspend the Permitted Use for a specified period of time. The Lessee must immediately comply with any such direction of the Lessor;
- (5) display any advertising material in and around the Railway Premises in relation to the sale or promotion of items or business which compete with or are similar to the Permitted Use;
- (6) permit other tenancies within the Railway Premises that may compete with the Lessee's Permitted Use;
- (7) change train timetables which may affect the number of trains that stop at the Railway Premises; and
- (8) permit product promotions by outside agencies or other tenants within the Railway Premises, which may adversely affect the trading of the Lessee from the Premises.

**7.15 Lease documentation**

- (1) If this Lease is not to be registered, the Lessor must give the Lessee an executed copy of the Lease within one month after it is returned to the Lessor or the Lessor's lawyer or agent following payment of duty (if any).
- (2) If this Lease is to be registered, the Lessor must lodge the Lease for registration within one month after the Lease is returned to the Lessor or the Lessor's lawyer or agent following payment of duty (if any) on the Lease and the Lessor must provide the Lessee with an executed copy of the stamped and Lease within one month after the Lease is returned to the Lessor or the Lessor's lawyer or agent following registration.
- (3) The periods specified in paragraphs (1) and (2) are to be extended for delays attributable to the need to obtain any consent from a head lessor or mortgagee.

**7.16 Vending Machines**

The Lessor reserves the right, at any time in its absolute discretion during the Term or any period of holding over, to install vending machines in or around the Railway Premises in any location, which may contain competing lines of trade to the Permitted Use.



**7.17 Lessor's right to terminate for rail purposes**

Without limiting clause 15.1 of this Lease and subject to the Act, the Lessor is entitled to terminate this Lease for rail purposes in accordance with clause 2.1 of Schedule 3 as annexed to this Lease.

**8 Fitout Works**

- (1) The Lessee is responsible, at its own cost, for any alterations to the existing improvements of the Premises (**Fitout Works**).
- (2) The Lessee must not carry out any Fitout Works unless it first obtains:
  - (a) the Lessor's written approval to the proposed Fitout Works;
  - (b) all relevant Authorisations required to carry out the Fitout Works or alteration of the Fitout Works including but not limited to any development approval required by the relevant Authority;
  - (c) obtain the Lessor's approval of the builders, subcontractors and other persons to be engaged to carry out the Fitout Works; and
  - (d) pay the costs of the Lessor's consultants and agents for reviewing and approving the Fitout Works (including the plans and specifications describing those works) and for any management and co-ordination of the Fitout Works.

and the Lessee otherwise complies with the rest of this clause 8.

- (3) The Lessee must carry out the Fitout Works:
  - (a) in accordance with the Lessor's Fitout Guide;
  - (b) in a proper and workmanlike manner;
  - (c) according to the drawings and specifications approved by the Lessor; and
  - (d) in accordance with all permits and Approvals and the requirements of Authorities.
- (4) The Lessee must ensure that all workers who undertake the Lessee's Works comply with all safety and other industrial regulations.
- (5) If the Lessee is given access to the Premises before the Commencing Date for the purpose of Fitout Works, the nature of the Lessee's access must be considered as a non-exclusive licensee at will and the Lessor may terminate the licence by written notice if the Lessee breaches the terms of the provisions of the Lessor's Fitout Guide.
- (6) The Lessee is responsible for and indemnifies the Lessor against all Costs and Claims arising in connection with any damage, loss, injury or death caused by:
  - (a) the acts and omissions (including negligence) of the Lessee and the Lessee's Agents; and
  - (b) the execution of the Lessee's Works (including where not caused by the Lessee or the Lessee's Agents),

except to the extent that the Lessor causes this by a negligent act or omission.

- (7) The Lessee releases the Lessor from all Costs and Claims arising in the course of the Lessee carrying out the Fitout Works due to any damage, loss, injury or death occurring on the Land, except to the extent that the Lessor causes this by a negligent act or omission.
- (8) Before commencing the Fitout Works, the Lessee must provide evidence of the insurances required under clause 13.1.
- (9) Before commencing Fitout Works, the Lessee may be required at its own costs, to engage an Authorised Engineering Organisation (Authorised Engineering Organisation) to certify its Fitout Works as determined by the Lessor at its absolute discretion. Costs incurred during the certification are determined by a third party and may vary subject to the scope of review required to achieve certification of the Lessee's Fitout Works.

## **9 Lessee's use and occupation**

### **9.1 Occupation and use**

- (1) The Lessee must:
  - (a) occupy and use the Premises only for the Permitted Use and must not carry out or permit the carrying out of any activity which causes or may cause any interference or damage to, or which may impact on the continued safe operation of, the Rail Infrastructure Facilities;
  - (b) carry on its business in the Premises in a professional, lawful and competent way;
  - (c) keep the Premises securely locked when unoccupied, and comply with the Lessor's directions regarding security of the Premises;
  - (d) comply with, and ensure that the Lessee's Agents comply with, all rules made by the Lessor under this Lease or in relation to the use of the Building and the Common Areas which the Lessor notifies it of;
  - (e) keep the Premises and any signs in the Premises lit at all times required by the Lessor, whether or not the Premises are open for trading; and
  - (f) if there are any directory boards in the Railway Premises, submit to the Lessor the relevant details of the Lessee to include on the directory board and pay the Lessor the cost incurred in relation to changing the directory board.
- (2) The Lessee has the sole responsibility for security of the Premises and the Lessee must not rely on the Lessor in keeping any part of the Railway Premises secure.
- (3) The Lessor does not warrant that the Premises are suitable or fit for any use, or for any particular use and the Lessee has satisfied itself in relation to those matters.

**9.2 Compliance with Laws and other requirements**

The Lessee must:

- (1) at its cost, obtain all consents required from any Government Agency or Authority to carry on the Permitted Use in the Premises and/or to carry out any additions or alterations approved by the Lessor in accordance with this Lease. If requested by the Lessor, the Lessee must promptly provide a copy of any such consents;
- (2) at its cost, comply with all applicable Laws and the requirements of all Government Agencies and Authorities in connection with the Premises, the Permitted Use, the Lessee's Property and any work carried out by the Lessee under this Lease;
- (3) comply with all requirements and recommendations of any Government Agency or Authority with enforceable jurisdiction, the Lessor or any insurer in respect of fire safety in the Railway Premises, including by installing, at its cost, further equipment and upgrading the fire safety facilities in the Premises;
- (4) comply with all Australian Standards;
- (5) comply at all times with any policies and procedures of the Lessor notified by the Lessor to the Lessee from time to time, including but not limited to policies and procedures in relation to rail safety and WHS;
- (6) comply, and ensure that the Lessee's Agents and every other person who occupies or is in the Premises complies, with all reasonable directions, notices or requirements of the Lessor in relation to the Railway Premises; and
- (7) comply, and ensure that the Lessee's Agents and every other person who occupies or is in the Premises complies, with all reasonable directions, notices or requirements of the Lessor to participate in emergency evacuation procedures, including but not limited to any emergency drills, of which the Lessor or the Lessor's Agent gives the Lessee reasonable notice.

**9.3 Payment of costs**

The Lessee must:

- (1) pay all charges for all Services relating to the Lessee's use of the Premises, including those provided by the Lessor and pay for the costs of any meters installed in the Premises and any relocation costs associated with those Services; and
- (2) pay on time any rates, taxes or other charges payable to a Government Agency or Authority exclusively in respect of the Premises (or the Lessee's occupancy or use of the Premises); and
- (3) reimburse the Lessor for the Lessor's costs of paying for:
  - (a) any Services relating to the Lessee's use of the Premises, and
  - (b) any rates, taxes or other charges payable to a Government Agency or Authority and which are attributable in whole or in part to the Premises.

**9.4 Commission of Annual Fire Statement**

- (1) Subject to clause 9.4(3), the Lessee must, at its cost:

- (a) comply with the requirements set out in Part 9 Division 5, Clauses 175-178 of the EPA Regulations;
  - (b) cause to be prepared by a properly qualified person an AFSS in accordance with the EPA Regulations;
  - (c) commission and obtain, on an annual basis, an AFSS; and
  - (d) give the prepared AFSS to the Lessor not less than three (3) weeks prior to the expiry of the last AFSS.
- (2) Unless the Lessor gives a notice referred to in clause 9.4(3), the Lessor will (where applicable) notify the Lessee of the date of the last Fire Safety Certificate or AFSS.
  - (3) The Lessor may, by notice in writing, notify the Lessee that it will obtain an AFSS and does not require the Lessee to comply with clause 9.4(1), in which case the Lessee must reimburse the Lessor for any costs incurred by the Lessor in obtaining and maintaining any AFSS and complying with the EPA Regulations.

#### 9.5 Compliance with WHS Act and WHS Regulation

Despite any other provision in this Lease, the Lessee must at all times comply with the WHS Act and WHS Regulation and must provide to the Lessor upon request evidence that the Lessee is complying with the WHS Act and WHS Regulation.

#### 9.6 Business name

The Lessee must:

- (1) only trade under a name consented to by the Lessor in writing; and
- (2) not use a business name which connects it to the Railway Premises.

#### 9.7 General prohibitions on Lessee

The Lessee must not, and must ensure that the Lessee's Agents do not:

- (1) put anything which is likely to cause obstruction or damage down any sink, toilet or drain;
- (2) keep any animals or birds on the Premises;
- (3) without the prior written consent of the Lessor, advertise or display in or in the vicinity of the Premises so that it can be seen from outside the Premises any material otherwise than in accordance with the Advertising Guidelines;
- (4) allow anyone to sleep on the Premises or hold any auction, fire or bankruptcy sale or public meeting on the Premises;
- (5) alter the Lessor's Property or use the Lessor's Property for anything other than its intended use;
- (6) cause any nuisance, disturbance or damage to the Lessor, the Lessor's management of the Railway Premises or any other tenant in the Railway Premises;
- (7) obstruct any air or light from entering the Railway Premises through any shaft or opening, and must not obstruct any air vent, duct or skylight in the Railway Premises or any emergency exit or Common Areas;

- (8) use any heating, cooling or lighting in the Premises which is not provided or approved by the Lessor;
- (9) use any escalators or passenger lifts to carry goods or equipment except with the Lessor's consent;
- (10) use entrance passages, halls, staircases and fire escapes other than for entering and exiting the Premises, and must not obstruct them;
- (11) smoke in any part of the Premises or the Railway Premises or permit any person to smoke in any part of the Premises;
- (12) overload or obstruct the Services provided to the Premises, or use them for other than their intended purpose;
- (13) lodge a caveat on the title of the Land, except a caveat noting the interest of the Lessee under this Lease;
- (14) obstruct the Common Areas or access to the Common Areas;
- (15) enter, access or place any item on or near any railway tracks situated in the Railway Premises;
- (16) move heavy or bulky items through the Railway Premises without the Lessor's consent;
- (17) drive or park any trade vehicle in the Railway Premises, except at loading bays and at times specified by the Lessor;
- (18) do anything which does or could annoy or offend anyone in or around the Railway Premises, or which is or could be dangerous;
- (19) operate any equipment that can be heard outside the Premises;
- (20) put up any sign, notice, advertisement, display, exhibit, blind, awning or shop fitting without the Lessor's consent;
- (21) install any vending or similar amusement machine;
- (22) use the facilities in or about the Premises or the Railway Premises for any purpose other than for its intended purpose;
- (23) carry on, or permit to be carried on, any aspect of the business of the Lessee outside the Premises at any time; and
- (24) carry out or allow the carrying out of any activity which may give rise to or cause a failure of any railway signalling instruments or which may cause any other railway equipment to fail to operate or to malfunction for any period of time.

#### 9.8 Emergency Events

- (1) If the Lessee becomes aware of an Emergency Event occurring at any time, the Lessee must:
  - (a) immediately inform the Lessor of the Emergency Event;
  - (b) keep the Lessor informed in respect of the Emergency Event; and

- (c) provide the Lessor with sufficient information to enable the Lessor to assess the nature of the Emergency Event and the likely effect of the Emergency Event.
- (2) The Lessee must co-operate with the Lessor and assist the Lessor to take such action as the Lessor directs is necessary to avert any danger or minimise or remove the risk or adverse impact of the Emergency Event.
- (3) If an Emergency Event occurs in part or in whole as a result of any other activity of the Lessee:
  - (a) the Lessee is not entitled to make any claim against the Lessor in relation to that Emergency Event; and
  - (b) the Lessee must, to the extent that such loss or expense was caused by the actions of the Lessee, immediately on demand reimburse the Lessor for any cost or expense incurred by the Lessor as a result of that Emergency Event.

#### 9.9 Lessee must not interfere

Despite any other provision in this Lease, the Lessee must not at any time interfere with or obstruct any Rail Infrastructure Facility or the operations of the Lessor.

#### 9.10 Trading hours

- (1) Subject to clause 9.10(2), the Lessee must keep the Premises open for business during the 'Trading Hours', being between 8.00 am and 6.00 pm Monday to Friday and between 10:00am and 2:00pm on Saturday (public holidays excepted) or as specified by the Lessor from time to time. The Lessee may, subject to clauses 9.10(3) and 9.10(4) trade from and access the Premises on Saturday and Sunday.
- (2) The Lessor may change the Trading Hours with the written approval of the lessees of a majority of the retail shops in the Railway Premises.
- (3) The Lessee may only keep the Premises open for business at any other time with the written consent of the Lessor and acknowledges that it will be restricted to trading outside of the operating hours of the Railway Station as notified by the Lessor to the Lessee from time to time.
- (4) Access to the Premises outside of the Trading Hours must be made by prior arrangement, in writing, with the Lessor or the manager of the Railway Station
- (5) If the Lessor consents under clause 9.10(3), the Lessee must reimburse the Lessor on demand for any costs incurred by the Lessor in keeping the Railway Premises open for that time, including air conditioning and access costs.

### 10 Maintenance, repair and cleaning

#### 10.1 Maintenance and repair

The Lessee must, at its own cost:

- (1) keep the Premises in good and substantial repair and working condition, excluding fair, wear and tear;
- (2) if required under Item 16, redecorate the Premises within 3 months after the third anniversary of the Commencing Date and in the last six (6) months of the Term by

properly repainting (with at least two coats of paint), repapering and restoring all treated surfaces to the reasonable satisfaction of the Lessor; and

- (3) keep in good condition the Lessor's Property located in the Premises including any air conditioning, plant and fire equipment, and enter into and maintain any comprehensive maintenance contracts in respect of the Lessor's Property or Services that the Lessor requires.

#### 10.2 Other obligations

- (1) The Lessee must, at its own cost:
  - (a) immediately give the Lessor notice of any damage to or defect in the Railway Premises or any Service provided by the Lessor, any infectious diseases or pests in the Railway Premises, and any notice from a Government Agency or Authority (other than an account for Services provided to the Premises);
  - (b) remove any graffiti or other disfigurement on the interior or exterior of the Premises and the Lessee's Property within 7 days of it occurring;
  - (c) keep the Lessee's Property in good and substantial repair and working condition;
  - (d) immediately repair any damage to, or defect in, the Premises or the Railway Premises caused by the Lessee or the Lessee's Agents;
  - (e) immediately repair or replace all damaged plate glass in the Premises, including interior and exterior windows, with glass of the same or similar gauge or quality;
  - (f) immediately repair or replace any faulty or damaged heating, lighting, plumbing and electrical equipment (including light globes and fluorescent tubes) on the Premises and maintain any additional drainage which in the opinion of the Lessor is required for the Premises;
  - (g) pump out and clean any grease traps and waste lines in or adjacent to the Premises to the satisfaction of the Lessor;
  - (h) pump out and clean any exhausts and pipes within the Premises to the satisfaction of the Lessor;
  - (i) promptly carry out repairs and maintenance, using high quality materials and workmanship in keeping with the standard, quality and appearance of the Premises as required by the Lessor;
  - (j) if relevant, keep in good condition any part of the Premises that is landscaped, keep that part of the Premises free of weeds and, if required by the Lessor, engage a gardener approved by the Lessor to do so;
  - (k) promptly repair or replace with items of a similar quality any damaged, faulty or worn items in the Premises including, but not limited to, plate glass, Lessee's Property and heating, lighting and electrical equipment;
  - (l) if the Lessor requires, attend from time to time, any induction course or training session relating to the Railway Premises or any part of the Railway Premises which is in the vicinity of the Premises, the safe operation of the Railway by the Lessor or any matter relating to the Railway Legislation; and

- (m) if requested by the Lessor, install security doors and windows in the Premises of the type and quality required by the Lessor (acting reasonably).
- (2) Despite any other clause in this Lease, the Lessee is not obliged to do any work of a structural nature unless the work is required because of:
  - (a) the Lessee's default under this Lease;
  - (b) the act, neglect or default of the Lessee or the Lessee's Agents; or
  - (c) the Lessee's or the Lessee's Agents' use or occupation of the Premises.
- (3) The Lessee's obligation under clause 10.1 to keep the Premises in good condition includes an obligation to repair by way of replacement unless that repair has the effect of upgrading the Premises to a better condition than they were when new.
- (4) The Lessee accepts the Premises in its state of repair, order and condition at the Occupation Date.

#### 10.3 Cleaning

- (1) The Lessee must keep the Premises:
  - (a) and the Lessee's Property clean and the Common areas within one metre of the Premises clean and clean external windows, doors and shutters of the Premises daily; and
  - (b) free of pests and, if required by the Lessor, regularly engage a pest exterminator approved by the Lessor to fumigate the Premises.
- (2) If the Lessor requires the Lessee to use a particular cleaning service to clean the Premises the Lessee must:
  - (a) use that cleaning service for the hours stipulated by the Lessor;
  - (b) pay the Lessor for the cleaning service for the previous month on each Rent Day; and
  - (c) not use any other cleaning service without the Lessor's consent.

#### 10.4 Waste removal

- (1) The Lessee must:
  - (a) remove all Waste from the Premises regularly;
  - (b) ensure that no Waste is visible from the Common Areas;
  - (c) comply with the Lessor's directions regarding refuse disposal, including but not limited to:
    - (i) entering into a trade waste agreement directly with a third party waste removal service provider for the purpose of removing refuse from the Premises;
    - (ii) allowing the Lessor's waste removal provider to remove refuse from the Premises in which case, the Lessee must reimburse the



Lessor's costs arising out of such removal in accordance with this Lease; and

- (d) not put any refuse in bins provided for common use.
- (2) The Lessee acknowledges that:
- (a) removal of waste from the Premises is the sole responsibility of the Lessee;
  - (b) the Lessor will not provide any waste removal service exclusively for the Lessee;
  - (c) the Lessee must develop a waste minimisation and recycling strategy to alleviate excessive demand on any garbage services which may, from time to time, be available to the Premises and provide details of that strategy to the Lessor when requested; and
  - (d) the Lessee must comply with the requirements and directions of the manager of the Railway Station with respect to garbage services and the disposal of waste.

## 11 Alterations by the Lessee

### 11.1 No alterations by Lessee

- (1) The Lessee must not make any alterations or additions to the Premises, or undertake any Construction Work, without the Lessor's consent.
- (2) The Lessee must not decorate the Premises, or erect any sign or antenna or install any Lessee's Property in the Premises, without the Lessor's prior consent, which must not be unreasonably withheld.
- (3) If requested by the Lessor, the Lessee must give the Lessor a copy of the plans and specifications for any proposed alterations or additions which must include any information required by the Lessor, including but not limited to the location and design of the works, proposed materials to be used, and details of tradesmen to carry out the works.
- (4) The Lessor must consider any proposed alterations or additions to the Premises and, in the Lessor's absolute discretion, may impose conditions on the grant of the consent, including but not limited to:
  - (a) if required by the Lessor, that all work is supervised by a nominee of the Lessor;
  - (b) if required by the Lessor, that the work is carried out by a person approved by the Lessor, whose approval must not be unreasonably withheld;
  - (c) that the work is carried out in a proper and tradesperson like manner using high quality materials and workmanship and in keeping with the standard, quality and appearance of the Premises required by the Lessor and in accordance with the plans and specifications approved by the Lessor;
  - (d) that the Lessee pays on demand all costs incurred by the Lessor in connection with assessing the proposed plans and specifications for the proposed alterations or additions including, but not limited to, any architect's or building consultant's fees;

- (e) that the Lessee complies with all laws, including but not limited to laws in relation to the environment and work health and safety and obtains and gives upon request the Lessor copies of all approvals and certificates of compliance from all relevant Government Agencies and Authorities;
- (f) that the Lessee takes out insurances in relation to the works as required by the Lessor; and
- (g) that the alterations or additions to the Premises (or part of them) or specified items of the Lessee's Property to be installed as part of the alterations or additions not be removed in accordance with clause 18.7(1)(a) and will become the property of the Lessor when the Lessee vacates the Premises.

#### 11.2 No overloading

- (1) The Lessee must comply with the maximum floor loading weights for the Railway Premises.
- (2) Without limiting clause 11.2(1), the Lessee must not bring into the Railway Premises without the Lessor's written consent any equipment or article which does or could, in the Lessor's opinion, overload or damage the Railway Premises or disturb the efficient operation of any service on the Premises.
- (3) If the Lessor gives its consent under this clause, the Lessee must:
  - (a) comply with any directions of the Lessor in relation to the maximum weight of, and the position in which, the equipment or article may be installed; and
  - (b) give the Lessor reasonable notice of the arrival of the equipment or article and must follow all directions of the Lessor regarding its placement, installation and all related matters.
- (4) If the Lessor wishes to supervise the arrival or installation of any equipment or article, the Lessee must:
  - (a) let it do so, and must follow its instructions; and
  - (b) pay the Lessor's costs of supervision.
- (5) The Lessee must, at its cost, make good any damage caused to the Railway Premises by the Lessee doing anything under this clause.

#### 11.3 Upgrade of Services

If the Lessor, at the request of the Lessee, upgrades any Service to the Premises:

- (1) the Lessee must pay for the upgrade, in advance; and
- (2) the Lessor does not warrant the suitability or performance of the upgraded Service.

#### 11.4 Services

- (1) Any alteration to the electrical and telecommunication Services supplied to the Premises are the responsibility of the Lessee.

- (2) The Lessor reserves the right not to allow the Lessee to access electricity from the Railway Premises and, at the Lessee's cost, to procure the supply of electricity directly from an external supplier.

## 12 Environmental Matters

### 12.1 No warranty or representation by the Lessor

The Lessor does not warrant or represent to the Lessee or any of the Lessee's Agents that:

- (1) the Premises are suitable for the Permitted Use, or any other use;
- (2) any information about a past use of the Premises or any other land is accurate or complete, whether or not it was owned or used by the Lessor at the relevant time;
- (3) the Premises or any other land is or is not impacted by Contamination or Pollution, is or is not a source of Contamination or Pollution or the nature or extent of any such Contamination or Pollution; or
- (4) there are no hazardous materials or dangerous goods on, in or under the Premises or in the vicinity of the Premises at any time which are potentially dangerous to the Environment.

### 12.2 Environmental obligations of the Lessee

- (1) The Lessee must, at its cost, and at all times during the Term, comply with and, to the extent applicable, ensure the Lessee's Agents comply with:
  - (a) all Environmental Laws;
  - (b) any Environmental Notice; and
  - (c) any applicable Authorisations,in respect of the Premises or the use or occupation of the Premises.
- (2) The Lessee must:
  - (a) immediately notify the Lessor if it, or its agent, receives an Environmental Notice, and provide the Lessor with a copy of the Environmental Notice; and
  - (b) provide the Lessor with copies of any documents submitted by or on behalf of the Lessee or the Lessee's Agents to an Authority in relation to the Environmental Notice, and any other documents or information reasonably requested by the Lessor.
- (3) The Lessee must ensure that no hazardous materials or dangerous goods are used or stored at the Premises, without the written approval of the Lessor.

### 12.3 Lessee Contamination and Pollution

- (1) The Lessee must not cause, permit, exacerbate or contribute to any Contamination or Pollution.
- (2) The Lessee must comply with any directions issued by the Lessor in relation to any known or suspected Lessee Contamination or Lessee Pollution

- (3) The Lessee must notify the Lessor of any Lessee Contamination or Lessee Pollution as soon as it becomes aware of that Contamination or Pollution.
- (4) Subject to a direction issued by the Lessor under this clause 12 to the contrary, the Lessee must:
  - (a) remediate all Lessee Contamination and Lessee Pollution:
    - (i) so that the Premises are returned to the condition they would be have been in if the Lessee Contamination and Lessee Pollution had never occurred; and
    - (ii) to the satisfaction of the Lessor; and
  - (b) complete all works required by this clause 12.3(4)(a) by the expiry or sooner termination of this Lease.
- (5) Without limiting clause 7.10, if the Lessee fails to carry out any of the obligations set out in this clause within a reasonable period of time or within the period specified in the clause, the Lessor may, at the Lessee's cost and without the requirement to provide notice, do any of those things and the Lessee must reimburse the Lessor on demand for any costs and expenses incurred by the Lessor under this clause.

#### 12.4 Indemnity

- (1) The Lessee indemnifies the Lessor against all Costs and Claims suffered or incurred in relation to:
  - (a) any Lessee Contamination or Lessee Pollution; and
  - (b) any failure by the Lessee or the Lessee's Agents to comply with this clause 12 or Environmental Laws.
- (2) This clause 12.4, notwithstanding the expiry or termination of this Lease, does not merge and continues in favour of the Lessor.

### 13 Insurance, risk and indemnities

#### 13.1 Lessee's insurance obligations

- (1) The Lessee must effect and maintain, or cause to be effected and maintained, the following insurances (under one or more policies of insurance) relevant to its obligations under this Lease for the duration of the Term:
  - (a) public and products liability insurance written on an occurrence basis which covers the liability of the Lessee, the Lessee's employees, contractors and agents to third parties in respect of:
    - (i) bodily injury of, disease or illness to, and death of any person (other than an employee of the insured); and
    - (ii) loss of, damage to, or loss of use of tangible property,arising out of or in connection with the Lessee's occupation of the Premises and which has a limit of:

- (iii) not less than the amount specified at Item 12(a) for each and every occurrence in respect of public liability claims; and
    - (iv) a limit of indemnity of not less than the amount specified at Item 12(b), in the annual aggregate for all claims during any twelve (12) month policy period for products liability claims,
  - or such other amounts as the Lessor may reasonably require from time to time. The policy must insure the Lessor for its vicarious liability for the acts or omissions of the insureds;
  - (b) workers' compensation insurance policy or registrations as required by law to fully insure liability of the Lessee under statute to all workers who work in or around the Premises;
  - (c) property insurance which covers loss of or damage to contents of the Premises (including fixtures, fittings and stock) owned by or in the care, custody or control of the Lessee as a result of all insurable risks which a prudent insured with a risk profile similar to that of the Lessee would maintain acting on the advice of a reputable broker, for the full replacement value; and
  - (d) a policy against glass breakage, covering all plate and other glass in the doors, offices and staircases (if any) in or about the Premises and covering frames, surrounds and temporary shutters, for the full replacement value; and
- (2) The Lessee must ensure that the insurance policies required under clause 13.1:
- (a) describe the Lessee as the insured party;
  - (b) identify the risk situation as the address of the Premises and include cover for any common areas and licensed areas (including car parking spaces and storage areas) that the Lessee has the Lessor's consent to use; and
  - (c) note "Rail Corporation New South Wales ABN 59 325 778 353" as an interested party.

### 13.2 Rated insurer

The Lessee must take out and keep current all of the insurance policies referred to in clause 13.1 (with the exception of statutory insurances) with an insurer with a financial security rating of a least A minus by Standard & Poor's or AM Best or an equivalent rating by another internationally recognised rating agency.

### 13.3 Evidence of insurance

- (1) Prior to the Commencing Date of this Lease and at any other time thereafter upon request by the Lessor, the Lessee must provide to the Lessor a copy of the policies (other than statutory insurances) and the certificates of currency (for all insurances) evidencing the insurances effected and maintained, or caused to be effected and maintained and details of any relevant policy inclusions or exclusions, in compliance with this clause 13.
- (2) The Lessee must, within 5 Business Days of the Lessor's request, provide to the Lessor the receipts of the last premium paid with respect to the insurances required pursuant to this clause 13.

**13.4 Proceeds of insurance**

If any loss or damage occurs which is covered by any insurance the Lessee is required to maintain under this Lease, the Lessee must, unless otherwise agreed in writing by the Lessor:

- (1) apply for the insurance proceeds immediately; and
- (2) use the proceeds to restore, replace, repair or reinstate the loss or damage and must supplement the proceeds with the Lessee's own money to the extent that the proceeds are insufficient.

**13.5 Maintain insurance**

- (1) The Lessee must not, without the Lessor's prior consent, do or omit to do, anything which it is aware could:
  - (a) increase the premium payable on any insurance policy taken out by the Lessor; or
  - (b) affect the Lessor's rights under any insurance policy or make the policy invalid or able to be cancelled.
- (2) The Lessee must pay any extra premium payable by the Lessor on account of extra risk caused by the Lessee's specific use or occupation of the Premises.

**13.6 Requirements of and proof of insurance**

In respect of the insurances required to be effected by the Lessee under clause 13.1, the Lessee must:

- (1) give full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or the payment of all or any benefits under the insurance;
- (2) ensure that the insurances are structured so that the premiums for each relevant policy are payable on an annual basis;
- (3) punctually pay all premiums, statutory charges, excesses and other sums due under the policy;
- (4) comply with and abide by all the terms and conditions of the policies;
- (5) not do, or omit to do, anything that would entitle the insurers to void or cancel the policy or reduce their liability in respect of any claim;
- (6) not cancel, vary or allow any of the insurances to lapse without the Lessor's prior written consent;
- (7) reinstate a policy if it lapses; and
- (8) do everything reasonably required to claim and to collect or recover monies due under any policy.

**13.7 Lessee's risk**

- (1) The Lessee occupies the Premises, uses the Common Areas and carries out building work at its own risk.

- (2) If the Lessee is obliged to do anything under this Lease, it does so at its own risk.

**13.8 Release of Lessor**

- (1) To the extent permitted by law, the Lessee unconditionally and irrevocably releases the Lessor from and agrees that the Lessor is not liable for:
- (a) any Costs and Claims caused by any reason and in connection with any damage, loss, injury or death to or of any person or property on or near the Premises or the Railway Premises, including but not limited to by reason of the fact that the Premises may be near any land used for Railway Purposes;
  - (b) any liability for damage to the Lessee's Property or for any other Cost or Claim (however it was caused or arose), in connection with the use or occupation of the Premises or the Common Areas by the Lessee or the Lessee's Agents;
  - (c) the Lessor doing anything the Lessor is permitted or obliged to do under this lease; and
  - (d) a Service malfunctioning, not being available, or being interrupted or broken down, any part of the Lessor's Property being broken down or the Common Areas not being clean.
- (2) The Lessor is not liable to pay compensation to the Lessee under clause 13.8 or under any other clause contained in this Lease in respect of any occurrence if the likelihood of the occurrence was specifically drawn to the Lessee's attention in writing before this Lease was entered into or if it was disclosed in the lessor's disclosure statement.

**13.9 Indemnity**

- (1) The Lessee unconditionally and irrevocably indemnifies the Lessor against all Costs and Claims which the Lessor incurs or is liable for in connection with:
- (a) any damage, loss, injury or death, caused or contributed to by the wilful or negligent act or omission of the Lessee or the Lessee's Agents, including but not limited to any loss or damage caused to any Rail Infrastructure Facility;
  - (b) anything occurring on the Premises, originating on the Premises or coming from the Premises however it is caused;
  - (c) any default by the Lessee under this Lease;
  - (d) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
  - (e) the escape of any water from the Premises caused or contributed to by the Lessee or the Lessee's Agents; and
  - (f) a breach by the Lessee of its obligations under clause 8(3) of Schedule 6A of the *Transport Administration Act 1988* (NSW), as amended from time to time.
- (2) Clause 13.9(1) does not apply to the extent that any Cost or Claim was caused by the negligence of the Lessor.

## 14 Damage

### 14.1 Abatement of Rent and other charges

If the Premises or Railway Premises are damaged the following apply:

- (1) if the Premises cannot be used or are inaccessible, then the Lessee is not liable to pay Rent or any other charges for the period that the Premises cannot be used or are inaccessible;
- (2) if the Premises are still useable but the useability is diminished because of the damage, the Lessee's liability to pay Rent is reduced in proportion to the reduction in useability;
- (3) if the Lessor gives the Lessee written notice that the Lessor considers that it is impracticable or undesirable to repair the damage, then either the Lessor or the Lessee may terminate this Lease by giving at least seven (7) days' notice to the other and no compensation is payable in respect of that termination; and
- (4) if the Lessor does not repair the damage within a reasonable time after the Lessee requests the Lessor in writing to do so, the Lessee may terminate this Lease by giving at least seven (7) days' written notice to the Lessor.

### 14.2 Lessor's rights not affected

- (1) Clause 14.1 does not affect any right of the Lessor to recover damages from the Lessee in respect of any damage or destruction to which it applies.
- (2) Nothing in this clause affects any rights the Lessor may have if any:
  - (a) damage or destruction is caused or contributed to by; or
  - (b) right under an insurance policy in connection with the Railway Premises is prejudiced or a policy is cancelled or payment of a premium or a claim is refused by the insurer because of,  
  
any act, negligence or default of the Lessee or the Lessee's Agents.
- (3) Nothing in this clause 14 obliges the Lessor to restore or reinstate the Railway Premises or the Premises.

### 14.3 Dispute

- (1) If any dispute arises under this clause the Lessor or the Lessee may request the President of the Australian Property Institute Inc NSW Division to appoint a Specialist Retail Valuer to determine the dispute and the proportion of the Specialist Retail Valuer's costs that each party must pay.
- (2) The Specialist Retail Valuer acts as an expert and not as an arbitrator and the Specialist Retail Valuer's decision is final and binding.

## 15 Demolition

### 15.1 Right of Lessor to terminate for demolition purposes

- (1) Despite any provision to the contrary in this Lease, if, in the Lessor's opinion, vacant possession of the Premises is required to enable the Lessor to demolish



(including but not limited to substantially repair, upgrade, renovate or reconstruct) the Premises, the Retail Areas, the Railway Premises or anything attached on or near the Railway Premises (**Demolition Proposal**), the Lessor may terminate this Lease by giving the Lessee a notice pursuant to clause 15.1(3).

- (2) The Lessor will give the Lessee details sufficient to indicate that the Demolition Proposal is a genuine proposal to undertake the Demolition Proposal works contemplated in clause 15.1.
- (3) If the Lessor wants to terminate the Lease as contemplated under clause 15.1(1), the Lessor must give the Lessee at least six (6) months' written notice (ending on any day) of termination of this Lease. Where the balance of the unexpired Term is twelve (12) months or less, the Lessor must give the Lessee at least three (3) months' written notice (ending on any day) of termination of this Lease.

#### 15.2 Termination by Lessee

If the Lessor gives notice under clause 15.1, the Lessee may terminate this Lease by giving the Lessor at least seven (7) days written notice:

- (1) during the six (6) month period ending on the termination date notified by the Lessor; or
- (2) if the balance of the unexpired Term is twelve (12) months or less, during the three (3) month period ending on the termination date notified by the Lessor.

#### 15.3 Compensation

If the Lease is terminated under this clause 15 and:

- (1) the works in respect of the Demolition Proposal are not carried out within a reasonably practicable time after the termination date notified by the Lessor, the Lessor must pay the Lessee reasonable compensation for damage suffered by the Lessee due to the early termination of this Lease, unless the Lessor establishes that there was a genuine proposal to carry out the Demolition Proposal works within that time; and
- (2) the Lessee was required under this Lease to fit out the Premises, the Lessor is liable to pay the Lessee compensation for the fit out of the Premises, whether or not the Demolition Proposal works are carried out and the Lessee must, to the Lessor's reasonable satisfaction, substantiate the value of the Lessee's fit out. Compensation for fit out does not include any payment for goodwill or loss of profit associated with the Lessee's business being carried on in the Premises.

#### 15.4 Details of the Demolition Proposal

- (1) The Lessee acknowledges that the Demolition Proposal in relation to Railway Premises may change or be further developed by the Lessor after the Lessee has been given the details contemplated under this clause 15.4 and the Lessor is not required to provide the Lessee with:
  - (a) information in relation to such changes or developments (including, but not limited to, any modified development application); or
  - (b) final details or final copies of documentation in respect of the Demolition Proposal in relation Railway Premises.
- (2) To the extent that the Lessor complies with its obligations under this clause 15, the Lessee unconditionally and irrevocably releases the Lessor from any Costs and

Claims incurred by or against the Lessee in relation to the matters contemplated under this clause 15.

## 16 Franchising

### 16.1 Lessee may franchise

- (1) Notwithstanding clause 17.1 of this Lease, the Lessee may, while it duly and punctually performs and observes all the covenants and agreements on its part under this Lease, grant a licence to another party to use the Premises or any part of the Premises as a franchisee of the Lessee (**Franchisee**) for the purpose of carrying on the business specified in Item 7, provided that:
  - (a) prior to the grant of the licence to the Franchisee, the Lessee obtains the Lessor's written consent to the grant of the licence to the Franchisee;
  - (b) if requested to do so by the Lessor, the Lessee provides the Lessor with a copy of the Franchise Agreement;
  - (c) the Lessee warrants to the Lessor that:
    - (i) the terms of the Franchise Agreement are not inconsistent with the terms of this Lease;
    - (ii) the Franchise Agreement terminates at least one day before the Terminating Date of this Lease;
    - (iii) the Franchise Agreement does not grant, or purport to grant:
      - (A) any rights to the Franchisee as a lessee or sub-lessee; or
      - (B) the Franchisee with an interest in the Premises; and
    - (iv) the Franchisee is a respectable, solvent and responsible corporation or person capable of carrying on the business specified at Item 7 on the terms and conditions contained in this Lease; and
  - (d) prior to the date of the Franchise Agreement, the Lessee procures the Franchisee to enter into either a deed poll (**Deed Poll**) in favour of the Lessor or a deed with the Lessor (as may be required by the Lessor in its absolute discretion), on terms and conditions satisfactory to the Lessor (in its absolute discretion) pursuant to which the Franchisee:
    - (i) acknowledges that it has been provided with a copy of this Lease and warrants that it has reviewed its terms;
    - (ii) warrants that the Franchisee will not do or omit, or cause to be done or omitted, anything which would cause the Lessee to be in breach or in default of this Lease or which interferes with the normal operation of the railway or the Railway Premises;
    - (iii) agrees to provide any document and/or guarantees required by the Lessor (in its absolute discretion), including providing personal guarantees which guarantee the performance of the Lessee's obligations under the Lease;

- (iv) agrees to provide certificates of currency to the Lessor in respect of insurances which are required to be taken out under the Lease; and
  - (v) agrees to provide a bank guarantee to the Lessor in accordance with the terms of the Lease.
- (2) The Lessee unconditionally and irrevocably indemnifies and releases the Lessor against all Costs and Claims arising from any claim or action for possession of the Premises (or any part of them) made or brought against the Lessor by the Franchisee, any person or corporation claiming under the Franchisee or any third party.
- (3) The indemnity and release referred to in clause 16.1(2) is in addition to and does not limit the indemnity and release in clauses 13.8 and 13.9.
- (4) For the avoidance of doubt:
  - (a) an act or omission of a Franchisee is deemed to be an act or omission of the Lessee; and
  - (b) the Lessee is in breach of this Lease if a Franchisee's act or omission causes the Lessee to be in breach of this Lease.

## **17 Assignment, sublease and mortgage**

### **17.1 No sublease, mortgage etc.**

- (1) The Lessee must not do any of the following without the prior written consent of the Lessor:
  - (a) sublet or grant any licence or concession in respect of the Premises;
  - (b) part with possession of the Premises; or
  - (c) mortgage, charge or encumber the Lessee's interest in this Lease.
- (2) The Lessor may refuse its consent under this clause in its absolute discretion.

### **17.2 Request for Lessor's consent to assignment**

- (1) The Lessee must not assign this Lease without the prior written consent of the Lessor. If the Lessee wants to assign this Lease the Lessee must:
  - (a) before it requests the Lessor's consent to the proposed assignment, give the proposed assignee a copy of any lessor's disclosure statement or assignor's disclosure statement given to the Lessee and details of any changes (of which the Lessee is aware or could reasonably be expected to be aware) to the disclosure statement since it was given to the Lessee;
  - (b) request (in writing) the Lessor's consent to the proposed assignment; and
  - (c) give the Lessor any information the Lessor reasonably requires concerning the financial standing and business experience of the Lessee and the proposed assignee to make a decision under this clause.
- (2) Clause 17.2(1)(a) does not apply in relation to a lessor's disclosure statement or an assignor's disclosure statement if:

- (a) the Lessee has asked the Lessor for a copy of the lessor's disclosure statement or the assignor's disclosure statement; and
- (b) the Lessor is unable or unwilling to comply within fourteen (14) days of being asked.

**17.3 Lessor's response to request**

- (1) The Lessor may only withhold its consent under clause 17.2(1) if:
  - (a) the proposed assignee proposes to change the Permitted Use;
  - (b) the proposed assignee has financial resources or retailing skills that are inferior to the Lessee's; or
  - (c) the Lessee has not complied with clause 17.2.
- (2) The Lessor must deal expeditiously with a request for consent and is taken to have consented if:
  - (a) the Lessee has complied with clause 17.2(1); and
  - (b) the Lessor has not within 28 days (or another period prescribed by the regulations) after the request was made or after the Lessee complied with those paragraphs, whichever is the later, given notice in writing to the Lessee either consenting or withholding consent.

**17.4 Assignee must enter into deed**

- (1) The Lessee must ensure that, before this Lease is assigned, the proposed assignee enters into a deed in the form reasonably required by the Lessor under which the proposed assignee agrees to perform all of the Lessee's express and implied obligations under this Lease, including the obligation to indemnify the Lessor.
- (2) The Lessee must give the Lessor a registrable stamped transfer of this Lease, signed by the proposed assignee, together with the applicable registration fee.

**17.5 Guarantee on assignment**

If requested by the Lessor, the Lessee must ensure that the proposed assignee procures a guarantor acceptable to the Lessor who will give similar guarantees and indemnities as set out in clause 19.

**17.6 Change in Control**

If the Lessee is a corporation and there is a Change of Control, the Lessee must comply with this clause 17 as if the Lessee proposes to assign this Lease.

**17.7 No dealing with Lessee's Property**

- (1) The Lessee must not mortgage, charge, lease or otherwise deal with the Lessee's Property without the prior written consent of the Lessor.
- (2) The Lessor must not withhold its consent if:
  - (a) the mortgage, charge, lease or other dealing is a bona fide method of financing the acquisition of the Lessee's Property;

- (b) the Lessor is not required to sign any waiver of its rights in relation to the Lessee's Property other than the Lessor's standard form waiver; and
- (c) the Lessee pays the Lessor's reasonable legal and other costs and expenses in respect of any consent and waiver.

## **18 Default, termination and expiry**

### **18.1 Events of default**

Each of the following is a default by the Lessee under this Lease:

- (1) if the Lessee does not pay the Rent within fourteen (14) days of the due date for payment, whether or not demanded by the Lessor;
- (2) if the Lessee does not pay any other amount that is due and payable by it under this Lease within fourteen (14) days of its due date, whether or not demanded by the Lessor;
- (3) if the Lessee does not comply with any other essential term of this Lease;
- (4) if the Lessee repudiates its obligations under this Lease;
- (5) if the Lessee does not comply with any other express or implied obligation under this Lease;
- (6) if an Insolvency Event occurs in respect of the Lessee or the Guarantor or, if either of them is a company, any of its subsidiaries; or
- (7) if:
  - (a) the Lessee breaches any of its obligations under clause 16.1; or
  - (b) the Lessee or a Franchisee breaches their respective obligations under the deed or deed poll referred to in clause 16.1(1)(d) (including, without limitation, a warranty to the Lessor under clause 16.1); or
  - (c) an act or omission of the Franchisee causes the Lessee to be in breach of this Lease.

### **18.2 Lessor's termination after default**

The Lessor may terminate this Lease after the Lessee defaults under clause 18.1 and the Lessor has served notice of breach of covenant (if required by law) by:

- (1) re-entering and taking possession of the Premises, using reasonable force to secure possession;
- (2) serving notice of termination on the Lessee;
- (3) instituting proceedings for possession of the Premises against the Lessee; or
- (4) taking action under clauses 18.2(1) and (2) or clauses 18.2(2) and (3).

**18.3 Essential terms**

- (1) Each of the following obligations of the Lessee under this Lease are essential terms of this Lease:
  - (a) to pay Rent, Outgoings or any other amount under this Lease including GST;
  - (b) regarding use of the Premises and obtaining all consents to carry on the Permitted Use;
  - (c) to maintain the Premises;
  - (d) to comply with all laws and the requirements of all authorities, including but not limited to all Environmental Laws and all laws in relation to work health and safety;
  - (e) without limiting clause 18.3(1)(d), the obligations under clause 9.4 (respectively) in relation to the provision of annual fire statements and compliance with fire safety regulations;
  - (f) to take out and maintain insurance;
  - (g) regarding assignment of this Lease, or anything else under clause 17; and
  - (h) to give a bank guarantee/security deposit (if relevant).
- (2) Any other obligation of the Lessee under this Lease may also be an essential term.

**18.4 Breach of essential term**

The Lessor may treat the Lessee's breach of an essential term as a repudiation of this Lease and may terminate this Lease for breach of the essential term and for repudiation. The Lessor is then entitled to immediate possession of the Premises.

**18.5 Lessor's entitlement to damages**

- (1) If the Lessee:
  - (a) repudiates this Lease;
  - (b) breaches an essential term of this Lease; or
  - (c) defaults under this Lease in any other way,the Lessee must compensate the Lessor for the loss or damage suffered by the Lessor as a consequence of the repudiation, breach or other default.
- (2) The compensation payable by the Lessee extends to the loss or damage suffered by the Lessor, including the periods before and after any termination of this Lease.
- (3) The Lessee's obligation to compensate the Lessor for loss or damage is not affected if:
  - (a) the Lessee abandons or vacates the Premises;
  - (b) the Lessor elects to re-enter or to terminate this Lease;

- (c) the Lessor accepts the Lessee's repudiation; or
  - (d) the parties' conduct constitutes a surrender by operation of law.
- (4) The Lessor's entitlement to damages is in addition to any other remedy or entitlement, including termination of this Lease.

**18.6 Lessor's other rights**

The Lessor's right to compensation for loss or damage is in addition to its right to:

- (1) recover Rent until the Terminating Date or termination of this Lease;
- (2) recover costs and expenses under clause 6.1; and
- (3) receive interest under this Lease.

**18.7 Lessee's obligations on termination**

- (1) On or before the earlier of the Terminating Date and the termination of this Lease, the Lessee must do the following, at its cost:
  - (a) reinstate the Premises to Base Building Condition, unless otherwise agreed by the parties;
  - (b) remove all rubbish from the Premises;
  - (c) promptly give vacant possession of the Premises;
  - (d) remove any signs, advertisements, notices or hoardings erected or painted by it on the Railway Premises;
  - (e) hand over all keys to the Premises and the Railway Premises, including Access Devices; and
  - (f) immediately repair any damage caused to the Premises or the Railway Premises in the course of complying with this clause.
- (2) Without limiting clause 7.10, if the Lessee fails to carry out any of the obligations set out in this clause within a reasonable period of time or within the period specified in the clause, the Lessor may, at the Lessee's cost and without the requirement to provide notice, do any of those things and the Lessee must reimburse the Lessor on demand for any costs and expenses incurred by the Lessor under this clause.

**18.8 Storage of Lessee's Property**

- (1) If the Lessee does not remove the Lessee's Property or remedy any damage under clause 18.7, the Lessor may do so and store the Lessee's Property at the Lessee's cost.
- (2) If the Lessee does not remove any Lessee's Property from the Premises or from the place where it is stored by the Lessor within seven (7) days of being asked to do so by the Lessor, that Lessee's Property becomes the property of the Lessor if the Lessor so elects.

**18.9 Lessor's rights after Lessee vacated during Term**

- (1) If the Lessee vacates or abandons the Premises during the Term, the Lessor may:
  - (a) accept the keys to the Premises from the Lessee;
  - (b) renovate, restore and clean the Premises;
  - (c) change the locks and secure the Premises; or
  - (d) allow prospective tenants to inspect the Premises.
- (2) The Lessor may take any action in paragraph (1) without the Lessor's conduct constituting:
  - (a) a re-entry or termination of this Lease; or
  - (b) the acceptance of a surrender of this Lease.
  - (c) The Lessee's obligation to pay Rent and Outgoings, to comply with other financial obligations under this Lease and to comply with other obligations continues, even if the Lessee vacates or abandons the Premises, until the termination or expiry of this Lease.

**19 Guarantee and indemnity****19.1 Guarantee**

In consideration of the Lessor entering into this Lease at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the Lessor the punctual performance of all the Lessee's Obligations by the Lessee.

**19.2 Indemnity**

- (1) The Guarantor unconditionally and irrevocably indemnifies the Lessor against any claim, loss, liability or expense incurred by the Lessor:
  - (a) which is caused or contributed to by the Lessee's failure to perform any of the Lessee's Obligations;
  - (b) because this Lease is void, voidable or otherwise unenforceable;
  - (c) because this Lease terminates, other than by agreement between the Lessor and Lessee or the expiration of this Lease;
  - (d) because this Lease is disclaimed by a liquidator or trustee in bankruptcy;
  - (e) because any money payable by the Lessee under this Lease is irrecoverable or refundable; or
  - (f) because of an Insolvency Event committed by the Lessee.
- (2) The Guarantor must pay on demand any money owing to the Lessor under this indemnity without the Lessor being required to first exercise any right against the Lessee or enforce any security for the Lessee's Obligations.



- (3) The Guarantor's obligations under this clause are separate and independent from its obligations under clause 19.1.

**19.3 Protection and rights of Lessor**

- (1) The Guarantor must not:
- (a) exercise its right to be subrogated to the Lessor's rights against the Lessee or any other surety or any security of the Lessor;
  - (b) exercise any right as surety in competition with the Lessor; or
  - (c) prove following an Insolvency Event by:
    - (i) the Lessee; or
    - (ii) any other surety for the Lessee's Obligations, in competition with the Lessor.
- (2) The Guarantor must pay the Lessor on written demand by the Lessor all expenses incurred by the Lessor in respect of the Lessor's exercise or attempted exercise of any right under this clause.
- (3) If the Lessor disposes of the benefit of this Lease, the disponee receives the benefit of the Guarantor's obligations under this clause.
- (4) The Guarantor's Obligations are continuing obligations and are irrevocable and unconditional.
- (5) The Guarantor's Obligations are not affected by anything which might, but for this paragraph, end or limit the Guarantor's Obligations including, but not limited to, the following:
- (a) this Lease not being registered;
  - (b) the assignment of this Lease;
  - (c) a sub-lease of the Premises;
  - (d) any release, extension of time for payment or other indulgence granted to the Lessee or any other surety of the Lessee's Obligations;
  - (e) any release or impairment of or defect in any security for the Lessee's Obligations or any obligation of any other surety of the Lessee's Obligations;
  - (f) any act or omission by the Lessor which prejudices the Guarantor;
  - (g) the death or legal disability of the Guarantor;
  - (h) any Guarantor not executing or otherwise not being bound by this Lease or any other guarantee of or security for the Lessee's Obligations contemplated by the Lessor, Lessee or Guarantor; or
  - (i) anything which may end or limit the Guarantor's recourse to any person or property for the recovery of moneys paid by the Guarantor under this Lease.

- (6) The Guarantor's Obligations may be enforced against the Guarantor without the Lessor being required to first exercise any right against the Lessee or enforce any security for the Lessee's Obligations.
- (7) If any transaction or payment relating to the Lessee's Obligations is void, voidable, unenforceable or refundable:
  - (a) the Guarantor's Obligations are the same as if the transaction or payment was not void, voidable, unenforceable or refundable; and
  - (b) the Guarantor must immediately do everything required by the Lessor to restore to the Lessor the benefit of the Guarantor's liability under this Lease which existed immediately before the transaction or payment and it irrevocably authorises the Lessor to do any such thing on its behalf.
- (8) Any dispute settlement, certificate, determination, judgment, order or award which is binding on the Lessee is also binding on the Guarantor.

#### 19.4 Privacy

The Guarantor acknowledges and agrees that:

- (1) the Lessor has collected or may collect personal information as defined in the *Privacy Act 1988* (Cth) about the Guarantor for the purpose of assessing the Guarantor's suitability as a guarantor under the Lease;
- (2) that personal information may be disclosed to prospective purchasers of the Railway Premises or to an existing or prospective mortgagee;
- (3) the Guarantor has a right under the *Privacy Act 1988* (Cth), subject to certain exceptions, to obtain access to that personal information;
- (4) if that personal information is not provided to the Lessor, the Lessor will be hindered in deciding whether or not to lease the Premises to the Lessee; and this clause does not limit or affect any other acknowledgment or agreement that the Guarantor has given or entered into, or gives or enters into in the future, in relation to the *Privacy Act 1988* (Cth).

## 20 Security

### 20.1 Bank guarantee

- (1) If an amount is specified in Item 14, the Lessee must, prior to the Commencing Date, give to the Lessor, or the Lessor's nominated agent, a bank guarantee which meets all the requirements set out in clause 20.1(2).
- (2) The bank guarantee must:
  - (a) subject to clause 20.1(3), be for an amount specified in Item 14;
  - (b) be drawn in favour of Rail Corporation New South Wales  
ABN 59 325 778 353 of Level 3, 36 George Street, Burwood NSW 2134  
(as the 'beneficiary' under the bank guarantee);
  - (c) specify the Lessee as the party requesting the bank guarantee (as the 'customer' under the bank guarantee);

- (d) contain an unconditional and irrevocable undertaking to pay the Lessor on demand;
  - (e) not have an expiry date;
  - (f) be assignable;
  - (g) be expressed as security for all obligations of the Lessee under this Lease for the Premises, and any licensed area or other rights ancillary to this Lease; and
  - (h) be issued by a bank or an authorised deposit-taking institution pursuant to the *Banking Act 1959* (Cth) (and, in the case of a bank guarantee issued by an unauthorised deposit-taking institution, the bank guarantee must be approved by the Lessor, acting reasonably).
- (3) If the Rent increases during the Term or any extension of the Term or holding over period, the Lessee must give the Lessor an additional or replacement guarantee required to ensure that the amount specified in Item 14 is guaranteed.
  - (4) If the Lessee defaults under this Lease the Lessor may call on the bank guarantee without notice to the Lessee, and apply the proceeds towards remedying the default. If the Lessor calls on all or part of the bank guarantee, the Lessee must give the Lessor an additional or a replacement guarantee so that the amount specified in Item 14 is guaranteed.
  - (5) If the Lessor has called on the bank guarantee and, after the Lessee's default has been remedied, there are surplus funds held by the Lessor, the Lessor may hold that surplus as a security deposit until the Lessee replaces the bank guarantee in accordance with clause 20.1(4).
  - (6) If the Lessor (the **transferor**) transfers or assigns its interest in the Premises and or the Land, the Lessor must hand over the bank guarantee to the transferee or assignee (the **transferee**), and the transferor is unconditionally and irrevocably released from all obligations to the Lessee in relation to the bank guarantee. If requested by the transferee, the Lessee must promptly give to the transferee a replacement bank guarantee in favour of the transferee. If the Lessee does not provide the replacement bank guarantee, the transferor may make demand under the bank guarantee and hand over the proceeds to the transferee to hold as a security deposit instead of the bank guarantee until the Lessee provides the replacement bank guarantee to the transferee.
  - (7) At the expiry or earlier termination of this Lease and, subject to the rights of the Lessor under this clause, the Lessor will, as soon as practicable, return the bank guarantee to the Lessee.

## 21 Power of Attorney

### 21.1 Definition

For the purposes of this clause, Attorney means an attorney appointed under this Lease and any attorney's substitute or delegate.

### 21.2 Appointment of attorney

The Lessee irrevocably appoints the Lessor and each officer (as defined in the Corporations Act) of the Lessor severally as its attorney to:

- (1) complete and register this Lease (if required for the exercise of any power);
- (2) do anything that the Lessee must or may do under this Lease if the Lessor considers that the Lessee has not done it or has not done it properly;
- (3) do anything that the Attorney considers is necessary or desirable to remedy any breach of this Lease by the Lessee of this Lease;
- (4) exercise any right, power, authority, discretion or remedy of the Lessee under this Lease, after the Lessee has breached this Lease; and
- (5) execute a transfer or surrender of this Lease or a withdrawal of any caveat, after the Lessee has breached this Lease.

Each Attorney may appoint and remove substitutes, and may delegate its powers (including this power of delegation) and revoke any delegation.

### 21.3 General

- (1) An Attorney may do anything contemplated by this clause:
  - (a) even if the Attorney is affected by an actual or potential conflict of interest or duty, or might benefit from it; and
  - (b) in its name, in the name of the Lessee or in the name of both of them.
- (2) The Lessee must ratify anything done by an Attorney under this clause.
- (3) The Lessee gives the power of attorney in this clause:
  - (a) to secure performance by the Lessee of its obligations to the Lessor under this Lease and any property interest of the Lessor under this Lease; and
  - (b) for valuable consideration, receipt of which is acknowledged by the Lessee.
- (4) If the Lessee is a natural person, the power of attorney is given with the intention that it continues even if the Lessee suffers loss of capacity through unsoundness of mind after signing this Lease.

## 22 GST

### 22.1 Payment of GST

- (1) A party making a payment under this Lease must:
  - (a) pay to the payee an amount equal to any GST for which the payee is liable on any supply by the payee under this Lease, without deduction or set-off of any other amount; and
  - (b) if the payment is Rent, Lessee's Contribution or other considerations under this Lease, make the payment as and when the Rent, Lessee's Contribution or other consideration or part of it must be paid or provided. If the payer does not pay the GST at that time, then it must pay the GST within 7 days of a written request by the payee for payment of the GST.

- (2) Each party making a taxable supply under this Lease must issue a tax invoice to the other party for each taxable supply within fourteen (14) days of making the taxable supply.
- (3) If a party is obliged to make a payment under an indemnity or is required to reimburse a party for a cost (for example a party's obligation to pay another party's legal costs) on which that other party must pay GST, the indemnity or reimbursement is for the cost plus all GST (except any GST for which that party can obtain an input tax credit).

## 23 Notices

### 23.1 How to give a notice

A notice, consent or other communication under this Lease is only effective if it is:

- (1) in writing, signed by or on behalf of the person giving it;
- (2) addressed to the person to whom it is to be given;
- (3) in the case of the Lessor, signed on behalf of the Lessor by its agents or solicitors; and
- (4) either:
  - (a) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address or to the Premises; or
  - (b) sent to that person's fax number; or
  - (c) sent to that person's email address.

### 23.2 When a notice is given

A notice, consent or other communication that complies with this clause is regarded as given and received:

- (1) in case of delivery in person, when it is delivered to or left at the address of the recipient shown in Schedule 1 (or in the case of the Lessee the Premises) or at any other address the recipient may have notified to the sender;
- (2) if it is sent by pre-paid mail:
  - (a) within Australia – three (3) Business Days after posting; or
  - (b) to or from a place outside Australia – seven (7) Business Days after posting.
- (3) if it is delivered or sent by fax, when recorded on the senders transmission result report; and
- (4) if it is sent by email, when recorded on the senders servers as being sent;

but if service is on a day which is not a Business Day or is later than 5.00pm (local time) on a Business Day, the notice will be taken to have been served on the next Business Day.

**23.3 Address for notices**

A person's address, fax number and email are those set out in the Reference Schedule in this Lease or as notified from time to time.

**24 Railcorp provisions**

The provisions in Schedule 3 of this Annexure are incorporated into this Lease.

**25 General clauses and interpretation****25.1 Privacy**

The Lessee acknowledges and agrees that:

- (1) the Lessor has collected or may collect personal information (as defined in the *Privacy Act 1988* (Cth)) about the Lessee for the purpose of assessing its suitability as a lessee;
- (2) that personal information may be disclosed to prospective purchasers of the Railway Premises or an existing or prospective mortgagee;
- (3) the Lessee has a right under the *Privacy Act 1988* (Cth), subject to certain exceptions, to obtain access to that personal information;
- (4) if that personal information is not provided to the Lessor, the Lessor will be hindered in deciding whether or not to lease the Premises to the Lessee; and
- (5) this clause does not limit or affect any other acknowledgment or agreement that the Lessee has given or entered into, or gives or enters into in the future, in relation to the *Privacy Act 1988* (Cth).

**25.2 Governing law**

- (1) This Lease is governed by the law in force in New South Wales.
- (2) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with this Lease, and waives any right it might have to claim that those courts are an inconvenient forum.

**25.3 Giving effect to this Lease**

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this Lease.

**25.4 Waiver of rights**

- (1) A right may only be waived in writing, signed by the party giving the waiver, and:
  - (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
  - (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and

- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.
- (2) The Lessor's acceptance of any arrears or late payment of Rent or other money under this Lease does not operate as a waiver of:
  - (a) the essentiality of the Lessee's obligation to pay Rent or other money in respect of the arrears or late payment; or
  - (b) the Lessee's continuing obligation to pay Rent or other money during the Term.

#### 25.5 Operation of this Lease

- (1) This Lease contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Lease and has no further effect.
- (2) Any right that a person may have under this Lease is in addition to, and does not replace or limit, any other right that the person may have.

#### 25.6 Operation of indemnities

- (1) Each indemnity in this Lease survives the expiry or termination of this Lease.
- (2) A party may recover a payment under an indemnity in this Lease before it makes the payment in respect of which the indemnity is given.
- (3) Nothing in any indemnity contained in this Lease derogates from or limits the right of the Lessor to:
  - (a) seek recovery of damages; or
  - (b) exercise any rights it has at common law.

#### 25.7 Consents

- (1) Where this Lease contemplates that the Lessor may agree or consent to something (however it is described):
  - (a) the Lessor may:
    - (i) agree or consent, or not agree or consent, in its absolute discretion; and
    - (ii) agree or consent subject to conditions; and
  - (b) the consent must be in writing,unless this Lease expressly contemplates otherwise.
- (2) In making a discretionary determination, the Lessor will take into consideration any current government policy. The Lessor may withdraw a consent if it is inconsistent with government policy and the Lessee must, without delay, cease the relevant activity and comply with the directions of the Lessor.

**25.8 No merger**

The provisions of this Lease do not merge on termination.

**25.9 Lessee obligations**

If the Lessee is obliged to do anything under this Lease, it must do so at its cost and at its risk.

**25.10 Exclusion of contrary legislation**

Any legislation that adversely affects an obligation of the Lessee, or the exercise by the Lessor of a right or remedy, under or relating to this Lease is excluded to the full extent permitted by law.

**25.11 Expiry or termination**

Expiry or termination of this Lease does not affect any rights arising from a breach of this Lease before then.

**25.12 Payments under this Lease**

- (1) The Lessee must make payments under this Lease:
  - (a) to the Lessor (or to a person nominated by the Lessor in a notice to the Lessee) by the method the Lessor reasonably requires;
  - (b) when due and payable whether or not demanded by the Lessor; and
  - (c) without withholding any part of any payment by way of deduction, set off or counterclaim.
- (2) If no date for payment is specified, the Lessee must make payments under this Lease within 7 days of being asked by the Lessor.
- (3) Where any money the Lessor charges the Lessee is calculated using a time period and this Lease starts or ends during that time period, the Lessor must make proportional adjustments.
- (4) If either the Lessor or the Lessee prove an error in any money charged the Lessor must correct it and make any necessary adjustment, in a notice to the Lessee. On the next Rent Day, the Lessee must pay the Lessor or the Lessor must credit the Lessee with the difference between what the Lessee has paid and what the Lessee should have paid.

**25.13 Exclusion of statutory provisions**

The covenants, powers and provisions implied in leases by sections 84, 84A, 85 and 86 of the *Conveyancing Act 1919* (NSW) do not apply to this Lease.

**25.14 Mitigation of damages**

- (1) Each party must take all reasonable steps to minimise any loss or damage resulting from a breach of this Lease by the other party.



- (2) The Lessor's conduct in performing the duty to mitigate does not:
  - (a) constitute acceptance of the Lessee's breach or repudiation or a surrender by operation of law; or
  - (b) apply if the Lessee vacates or abandons the Premises during the last year of the Term and the Lessor intends to renovate or demolish the Premises.

#### 25.15 Payment after notice

- (1) If either party gives a notice terminating this Lease, or the Lessor gives a notice demanding immediate possession of the Premises, the Lessor's acceptance of, or demand for, Rent or any other money:
  - (a) is not evidence of a new lease for the Premises; and
  - (b) does not alter the legal effect of the notice.
- (2) If the Lessee continues to occupy the Premises unlawfully after termination of this Lease the Lessee must pay (by weekly instalments) an amount equal to the total of the Rent plus other money payable by the Lessee to the Lessor under this Lease as compensation for its occupation of the Premises.

#### 25.16 Lessee's warranty

The Lessee warrants that it has not been induced to enter into this Lease by any express or implied statement, warranty or representation:

- (1) whether oral, written or otherwise; or
- (2) made by or on behalf of the Lessor in respect of the Railway Premises or anything relating to, or which could have an effect on, the Railway Premises including but not limited to:
  - (a) the fitness or suitability of the Premises (structurally or otherwise) for any purpose;
  - (b) any fixtures, facilities or amenity in or on the Railway Premises; or
  - (c) the conduct of any other business in the Premises,and the Lessee acknowledges that it has made, and relies on, its own enquiries and investigations as to the fitness, use, condition and suitability of the Premises.

#### 25.17 Counterparts

This document may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

#### 25.18 Compliance

Each party must comply with all applicable statutes, regulations and by-laws relating to health, safety, noise and other standards with respect to the Premises.

### 25.19 Interpretation

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Lease, except where the context makes it clear that a rule is not intended to apply.

- (1) A reference to:
  - (a) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (b) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (c) a party to this Lease or to any other document or agreement includes a permitted substitute, a permitted assign or a permitted Franchisee of that party;
  - (d) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (e) anything (including a right, obligation or concept) includes each part of it.
- (2) A singular word includes the plural, and vice versa.
- (3) A word which suggests one gender includes the other genders.
- (4) If a word is defined, another part of speech has a corresponding meaning.
- (5) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (6) The word agreement includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (7) The words subsidiary, holding company and related body corporate have the same meaning as in the Corporations Act.
- (8) A reference to a month is to a calendar month.
- (9) A reference to an Item is to the relevant Item in the Reference Schedule in this Lease.
- (10) A reference to a section in a heading is to a section of the Act and does not affect interpretation.
- (11) Words defined in the Act have the same meaning in this Lease.

### 25.20 Business Days

If the day on or by which a person must do something under this Lease is not a Business Day, it must be done instead on or by the next Business Day.

**25.21 Multiple parties**

If a party to this Lease is made up of more than one person, or a term is used in this Lease to refer to more than one party:

- (1) an obligation of those persons is joint and several;
- (2) a right of those persons is held by each of them severally; and
- (3) any other reference to that party or that term is a reference to each of those persons separately, so that (for example):
  - (a) a representation, warranty or undertaking is given by each of them separately; and
  - (b) a reference to that party or that term is a reference to each of those persons separately.

**25.22 Disputes**

If a retail tenancy dispute or retail tenancy claim (as both are defined in the Act) arises between the parties, the parties must ensure that it is referred for mediation or lodged for determination in accordance with the Act.

**25.23 Severability**

- (1) Any provision or part of a provision in this Lease which is void, invalid or unenforceable in any jurisdiction is:
  - (a) to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable; or
  - (b) is otherwise capable of being severed to the extent of it being void, invalid or unenforceable,  
  
without affecting the remaining provisions of this Lease or the validity or enforceability of that provision in any other jurisdiction.
- (2) For the purposes of clause 25.23(1), "part of a provision" includes, but is not limited to, any:
  - (a) word or words in any sentence; or
  - (b) paragraph, clause or subclause, which forms part of the relevant provision.

**26 Commencing Date**

- (1) Subject to the Lessor being in receipt of the Lessee's Bank Guarantee in accordance with clause 19, and evidence of the Lessee's insurance in accordance with clause 13.3, the Lessee will receive handover of the Premises on the Commencing Date.
- (2) The Commencing Date of the Lease will be the earlier of the following:
  - (a) 12 July 2019 (or such other date nominated by the Lessor at its sole discretion); and

- (b) the fifth day after the Lessee has received all of the required Authorisations and Lessor approvals;
- (3) The Lessor is authorised to complete the Commencing Date and Terminating Date on page 1 of the Lease and Item 8 accordingly.
- (4) If the Authorisations are not issued within two (2) months after the Commencing Date then, the Lessor may terminate this Lease by notice in writing to the Lessee.
- (5) If the Lessor exercises its rights under clause 26(4), then:
  - (i) no compensation is payable by any party to the other party; and
  - (ii) the Lessee must comply with its obligations under clause 18.7 of this Lease.
- (6) The Commencing Date may commence notwithstanding clause 26(2) and the following:
  - (a) Minor works not being completed by the Lessor, provided they can be carried out and completed at the same time as the Lessee's Fitout Works, without material interference to the Lessee; or
  - (b) The Lessee has not obtained all Authorisations and Lessor approvals for the Permitted Use and Fitout Works of the Premises, so long as this delay is not caused by or contributed by the Lessor.
- (7) Despite clause 26(2) and 26(6), the Lessor is entitled to bring forward or extend the Commencing Date if the Lessor has completed or is unable to complete the Lessor's works.
- (8) The Lessor will use its reasonable endeavors to keep the Lessee informed of the proposed Commencing Date.
- (9) Despite clause 26(2), the Commencement Date shall not occur on or between 16 November 2018 and 15 January 2019.

## 27 Completion of Fitout

### 27.1 Fitout Works

- (1) The Lessee must carry out its initial fitout of the Premises in accordance with clause 8 which for the purposes of this clause 27 are referred to as the **Lessee's Initial Fitout Works**.
- (2) The Lessee must complete the Lessee's Initial Fitout Works and obtain a final occupation certificate from the relevant council or any certifier approved by that council in relation to all required Authorisations by no later one (1) month from the Commencing Date (**Completion Date**).
- (3) The Lessee at its cost is responsible to arrange all connections and extensions of services and provisions to suit the Lessee's Initial Fitout Works (including meters and distribution boards).

### 27.2 Design Review Fee

The Lessee must pay the Lessor a design review fee capped at \$2,500.00 plus GST

within fourteen (14) days of demand from the Lessor for the Lessor's review of the Lessee's fitout plans for the Lessee's Initial Fitout Works to the Premises.

**27.3 Hoardings**

The parties agree that any hoardings provided by the Lessor will be at the Lessor's cost and any changes made to the existing hoarding layout or design (including advertising) will be at the Lessee's cost and must be approved by the Lessor.

**27.4 Tenancy Provisions**

The parties agree that condition of the Premises will be in accordance with at the date of handover.

**28 Rent Commencement Date**

- (1) Subject to clause 28(2), the Rent Commencement Date of this Lease will be nine (9) month from the Commencing Date.
- (2) If the Lessee fails to satisfy the terms of clause 27.1(2) by the Completion Date then for each day commencing the day after the Completion Date until the day the Lessee does satisfy the terms of clause 27.1(2), the Rent Commencement Date will be brought forward by 1 week.
- (3) The Lessor is authorised to complete the Rent Commencement Date at Item 10 of the Lease accordingly.

**Schedule 1 – Reference Schedule**

- Item 1      **Date of Lease**      3RD JUNE 2019
- Item 2      **Land (Clauses 1.1)**  
The land comprised in folio identifier 2/1001738
- Item 3      **Lessor (Clauses 1.1)**
- (a)      Name      Rail Corporation New South Wales ABN 59 325 778 353  
being a New South Wales Government agency constituted by the *Transport Administration Act 1988* (NSW) as amended from time to time
- (b)      ABN:      59 325 778 353
- (c)      Notice Address:      Level 3, 36 George Street, Burwood NSW 2134
- (d)      Facsimile:      Not applicable
- (e)      Email:      [property@transport.nsw.gov.au](mailto:property@transport.nsw.gov.au)
- (f)      Attention:      Deputy Executive Director, Future Direction, Growth and Performance
- Item 4      **Lessee (Clauses 1.1)**
- (a)      Name:      TFD Strathfield Food Pty Ltd ACN 629 040 633
- (b)      ABN:      33 629 040 633
- (c)      Address:      13 Beechwood Avenue Greystanes NSW 2145
- (d)      Facsimile:      Not applicable
- (e)      Email:      alex@aslangroup.com.au
- Item 5      **Guarantor (Clauses 1.1 and 19)**
- (a)      Name:      Not applicable
- (b)      Address:      Not applicable
- (c)      Email:      Not applicable
- Item 6      **Premises (Clauses 1.1, 9.1(a) and 9.7(x))**  
Part of the Land, being premises known as Former Ticket Office 1, Strathfield Railway Station, Albert Street, Strathfield having an area of approximately 96.5 square meters, as shown on the plan at Schedule 2.

- Item 7      **Permitted Use (Clauses 1.1, 9.1(a) and 9.1(c))**  
The Food Depot branded concept – Café Lines, Grab & Go food lines, grocery lines, news & convenience items.
- Item 8      **Commencing Date (Clause 1.1)**
- Item 9      **Rent (Clauses 1.1 and 3)**  
\$60,000.00 per annum plus GST for the first year of the Term  
**Percentage Rent**  
5% of gross sales less the annual Base Rent
- Item 10     **Rent Commencement Date (Clauses 1.1 and 3.1)**  
Nine (9) months after the Commencing Date, being
- Item 11     **Rent Review (Clauses 3.2)**
- | (a)    Review Dates  | (b)    Type of Review |
|--|-----------------------|
| On the 1 <sup>st</sup> anniversary of the Commencing Date  | Fixed increase of 3%  |
| On the 2 <sup>nd</sup> anniversary of the Commencing Date  | Market Review         |
| On the 3 <sup>rd</sup> anniversary of the Commencing Date  | Fixed increase of 3%  |
| On the 4 <sup>th</sup> anniversary of the Commencing Date  | Fixed increase of 3%  |
| On each anniversary of the Commencing Date during the period of Holding Over (as defined in clause 2.2 of the Lease) | Fixed increase of 3%  |
- Item 12     **Public and product liability insurance (Clause 13)**
- (a)    **Public liability insurance**  
\$20 million dollars for each and every occurrence
- (b)    **Products liability insurance**  
\$20 million dollars in the annual aggregate
- Item 13     **Common Areas (Clauses 1.1, 9.1(d), 9.7(7) and 9.7(14))**  
Public toilet facilities within Strathfield Railway Station.

- Item 14      **Bank Guarantee (Clause 20)**

An amount equivalent to three (3) months' Rent (plus GST), being \$16,500.00 for the first year of the Term.
- Item 15      **Interest rate (Clause 6.2(1))**

2% above the base lending rate from time to time of the Commonwealth Bank of Australia (or such other institution as the Lessor may reasonably nominate)
- Item 16      **Redecoration required (Clause 10.1(2))**

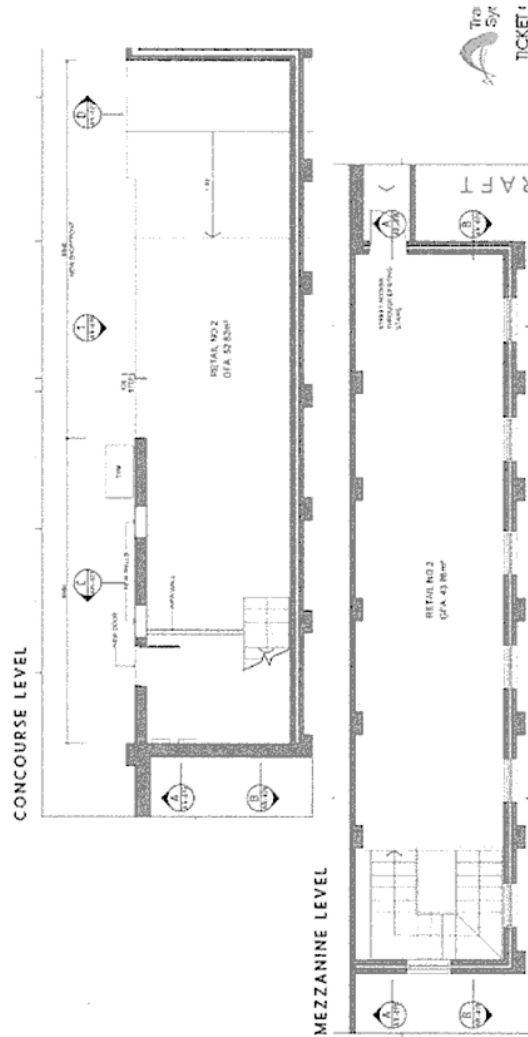
No
- Item 17      **Lessee's Proportion (Clauses 1.1 and 5)**

Nil



Schedule 2 - Plan of Premises

Rail Corporation New South Wales (RailCorp)  
Invitation to Lease: The Food Depot Pty Ltd  
Premises: Former ticket office 2, Strathfield Railway Station, Strathfield  
Plan



**Schedule 3 – RailCorp provisions****1 Definitions**

- (1) Unless otherwise defined, the defined terms in this Schedule has the meaning given to it under the Lease.
- (2) In this Schedule:
  - (a) **Rail Infrastructure Facilities** has the same meaning as in the *Transport Administration Act 1988* (NSW), as amended from time to time, and includes "infrastructure of a railway" as that term is defined in *Rail Safety National Law (NSW)* and modified as a law of New South Wales by the *Rail Safety (Adoption of National Law) Act 2012* (NSW) No 82, as amended from time to time; and
  - (b) **Railway Legislation** means the *Transport Administration Act 1988* (NSW) as amended from time to time, the *Rail Safety National Law (NSW)* and modified as a law of New South Wales by the *Rail Safety (Adoption of National Law) Act 2012* (NSW) No 82, as amended from time to time, and any other legislation or regulation governing the Lessor's operations, including but not limited to the operation of railway passenger or freight services.

**2 Lessor's rights and obligations****2.1 Lessor's right to terminate for rail purposes**

- (1) Without limiting clause 15.1 of this Lease and subject to the Act, if, in the Lessor's opinion, vacant possession of the Premises is necessary to ensure:
  - (a) the Lessor is able to comply with its obligations under the Railway Legislation or any other law or regulation;
  - (b) the Lessor is able to carry out any works necessary for a Railway Purpose;
  - (c) safe use or operation of the Railway Premises for Railway Purposes;
  - (d) the safe use of operation of Rail Infrastructure Facilities;
  - (e) operational capacity or efficiency of the railway; or
  - (f) continued safe operation of the railway or the continued operational capacity or efficiency of the railway,

the Lessor may terminate this Lease by giving the Lessee six (6) months written notice ending on any day, and the notice must specify the date on which this Lease terminates (the termination date must be reasonable in the circumstances, except in the event of an emergency).

- (2) If the Lessor gives a notice under clause 2.1(1) of this Schedule, the Lessee may terminate this Lease by giving the Lessor at least seven (7) days' written notice at any time during the notice period specified at clause 2.1(1) of this Schedule .
- (3) If the Lease is terminated under this clause 2 of this Schedule and the Lessor must pay the Lessee reasonable compensation for damage suffered by the Lessee due

to the early termination of this Lease as if the Lease had been terminated in accordance with section 35 of the *Retail Leases Act 1994* (NSW).

### 3 Railway Legislation and related matters

#### 3.1 Acknowledgment

The Lessee acknowledges the effect of the Railway Legislation in relation to this Lease, including but not limited to any obligations imposed under that legislation on the Lessee.

#### 3.2 Statutory succession

- (4) In this clause, the following definitions have the following meaning:
- (a) **Alternate Lessor** means any Government Agency the subject of a Vesting.
  - (b) **Statutory Instrument** means any act, ordinance, regulation, by law, declaration, order, award or proclamation of the State of New South Wales.
  - (c) **Vesting** means a vesting or transfer described in this clause.
- (5) If, at any time:
- (a) this Lease is vested in or transferred to (pursuant to any Statutory Instrument or otherwise) an Alternate Lessor; or
  - (b) the Minister of Transport directs or otherwise orders (pursuant to any Statutory Instrument or otherwise) that the assets, rights and liabilities of the Lessor are vested in or transferred to an Alternate Lessor,
- then:
- (c) the Lessee consents unconditionally to the Vesting; and
  - (d) the person who is the Lessor immediately before the Vesting is unconditionally and irrevocably released from its obligations under this Lease from the date of the Vesting.

#### 3.3 Importation of statutory provisions

If any law, including but not limited to the Railway Legislation, requires that this Lease includes any provision or any provision is deemed to be included in this Lease, then this Lease contains that provision in the form prescribed by the law.

#### 3.4 Rights in relation to Railway Premises

- (1) The Lessee acknowledges and agrees that the Lessor has full and unfettered access to the Railway Premises at all times and may not be excluded from entering the Railway Premises by any action of the Lessee.
- (2) Despite any other provision in this Lease, the Lessee acknowledges that this Lease does not permit the Lessee or the Lessee's Agents to access any part of the Railway Premises not comprising the Premises or the Common Areas, except with the consent of the Lessor.

- (3) Despite any other provision in this Lease, the Lessee must not, and must ensure that the Lessee's Agents do not, do anything which interferes with the normal operation of the railway or the Railway Premises.

### 3.5 Changes to the Railway Premises

- (1) The Lessor will use its reasonable endeavours to notify the Lessee if the Lessor is required to close access to or shut down the Railway Premises or make any alteration to the Railway Premises.
- (2) If the Lessor fails to provide such notice, the Lessee is not entitled to take any action against the Lessor and clause 12.8(1)(b) applies.

### 3.6 Acknowledgment by the parties

In addition to any other rights and obligations set out in this clause 3 of this Schedule, the Lessor and the Lessee acknowledge that certain rights and obligations have been incorporated into this Lease (including but not limited to in clauses 8, 15 of the Lease and this clause 3 of Schedule 3) by reason of the fact that:

- (1) the Lessor is a statutory state owned corporation with functions and responsibilities under the Railway Legislation;
- (2) the Premises is or may form part of land or may be adjacent to or in the vicinity of land on which a railway is operated by the Lessor;
- (3) the Premises does not form part of building that is typical of a retail shopping centre; and
- (4) the terms and conditions of this Lease and the amounts paid by the Lessee under this Lease have been negotiated and agreed taking into consideration the matters set out in clause 3 of this Schedule 3.

## 4 Restructure

### 4.1 Acknowledgement by Parties

The parties acknowledge and agree that:

- (1) the New South Wales Government has indicated that it will restructure Rail Corporation New South Wales ABN 59 325 778 353 (**RailCorp**); and
- (2) the restructure of RailCorp may result in RailCorp's assets, rights and liabilities being transferred to other Government Agencies.

## 5 Lessor Building Maintenance Activities

- (1) The Lessee acknowledges that from time to time the following may adversely affect the Lessee's access, use and trade from the Premises:
  - (a) track and other railway infrastructure maintenance will be carried out on and/or around the Railway Premises which may impact the Premises;
  - (b) rail lines may be operationally closed (**Possessions**) for approximately 4 times a year for major track and infrastructure maintenance works and the length of the Possessions may range between 1 weekend and 2 weeks (having regard to the nature and extent of the works required), and they are planned anywhere between 6 to 18 months in advance; and

- (c) other major track and infrastructure maintenance works may be undertaken outside peak operating periods and usually between evening and dawn on weekdays or during weekends from Friday evening to dawn on Monday.
- (2) The Lessee acknowledges that the Possessions referred to in clause 5(1)(b) of this Schedule are for the purposes listed in section 82A of the Act.
- (3) To the extent permitted by law, the Lessee must not make any Claim against the Lessor and releases the Lessor from all Costs and Claims incurred or suffered by the Lessee or the Lessee's Agents (or any person claiming through or on behalf of the Lessee or the Lessee's Agents), arising out of or in connection with any disturbance caused or contributed to by the building maintenance works referred to in clause 5(1) of this Schedule 3.

#### 6 Access to Premises

The Lessee acknowledges that if the Premises are located within the area of the Railway Premises or Railway Concourse which are only accessible to paying customers of the Lessor, the Lessee's Premises will only be accessible to those persons and not to persons who are not paying customers of the Lessee.

#### 7 Heritage Status

- (1) The Lessee acknowledges that the Premises/Railway Premises/Land contains a Heritage Item.
- (2) The Premises is to be managed in accordance the guidelines known as the 'Minimum Standards of Maintenance and Repair Guideline' (**Guidelines**). The Lessee agrees and accepts that it may only repair and maintain the Premises in accordance with the Guidelines.
- (3) Despite any other provision of this Lease, the Lessee must, prior to carrying out any action which will or may impact the heritage value or significance of a Heritage Item on the Premises, the Railway Premises or the Land, obtain the consent of the Lessor and comply with any reasonable direction of the Lessor in that respect.
- (4) The Lessee must comply with all Heritage Laws including any Conservation Management Plan that applies to the Premises.
- (5) The Lessee must comply with any Environmental Notice issued in relation to a Heritage Item or any heritage aspect of the Premises/Railway Premises/Land.
- (6) To the extent permitted by law, the Lessee must not make any Claim against the Lessor and releases the Lessor from all Costs and Claims incurred or suffered by the Lessee or the Lessee's Agents (or any person claiming through or on behalf of the Lessee or the Lessee's Agents), arising out of or in connection the heritage status of the Premises or any Heritage Approval which may be required.

#### 8 Station Upgrade Works

- (1) The Lessee acknowledges and agrees that:
  - (a) the Lessor may carry out or authorise Station Upgrade Works that may impact the Lessee's customers' ability to gain access to and from the Premises or the Railway Premises (**Disturbances**);
  - (b) as a result of potential Disturbances, the Lessee's Business may be adversely affected;

- (c) to the extent permitted by law, the Lessee must not make any Claim against the Lessor and releases the Lessor from all Costs and Claims incurred or suffered by the Lessee or the Lessee's Agents (or any person claiming through or on behalf of the Lessee or the Lessee's Agents), arising out of or in connection with any Disturbances caused or contributed to by the Station Upgrade Works referred to in clause 8(1)(a) of this Schedule;
  - (d) the Station Upgrade Works referred to in clause 8(1)(a) of this Schedule are for the purposes listed in section 82A of the Act; and
  - (e) the Lessor may exercise its rights to terminate this Lease with notice (under clause 2 of the Schedule) due to any of the Station Upgrade Works.
- (2) In this clause 8(1)(a) of this Schedule, the following definitions apply:
- (a) **"Station Upgrade Works"** includes (but is not limited to):
    - (i) any Construction Work which may require closure of all or part of the Railway Premises; and
    - (ii) disturbances, noise, vibration, dust, changes to pedestrian traffic and customer flow or, loss in sales due to proposed works by the Lessor for the accessibility upgrade including the replacement of the footbridge which requires the removal of the existing bridge and the installation of a new bridge.
  - (b) **"Lessee's Business"** means the business conducted by the Lessee at the Premises.

## Schedule 4 - Tenancy Provisions

| Provision                      | Description   |
|--------------------------------|---|
| Shell                          | 'Coldshell' roughly finished concrete walls, floor and ceiling slabs  |
| Façade                         | Nil – provided by the Lessee at the Lessee's cost as part of its fitout (Hoarding provided by the Lessor at its cost)   |
| Gas Pipe                       | NIL   |
| Water Pipe                     | Yes – Capped above the floor slab within the tenancy  |
| Waste Pipe                     | Yes – Capped above the floor slab within the tenancy  |
| Electrical                     | 3 Phase, 60 AMPs, including distribution board  |
| Exhaust                        | NIL   |
| Return air                     | NIL   |
| Grease trap & connection point | NIL   |
| Air conditioning               | NIL – Lessor to nominate external condenser location, In the event the reticulation run for a HVAC or refrigeration system condenser exceeds 5 meters from the tenancy boundary, the Lessor will contribute 50% of the cost of the remaining rectification run. |
| Fire Services                  | Yes – Sprinklers and/or detectors to comply with the existing cold shell ONLY   |
| Core Holes                     | NIL   |
| Data                           | 10 Pair MDF   |

**Executed as an agreement**

We certify this dealing to be correct for the purposes of the Real Property Act 1900 (NSW).

**Lessor**

I certify that I am an eligible witness\* and the Lessor's authorised officer signed this lease in my presence.

Pearly Clarence  
Signature of witness

PEARLY CLARANCE  
Name of witness

36-46 GEORGE ST, BURWOOD  
Address of witness

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

[Signature]  
Signature of authorised officer

MANAGER STEVEN HEAPY  
Authorised officer's name

MANAGER PROPERTY SERVICES  
Authority of officer

**Rail Corporation New South Wales**  
**ABN 59 325 778 353**  
Signing on behalf of

**Lessee**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: **TFD STRATHFIELD FOOD PTY LTD ACN 629 040 633**

Authority: Section 127 of the Corporations Act

[Signature]  
Signature of authorised person  
**Alex Ugur Aslan**

\_\_\_\_\_  
Name of authorised person  
**Sole Director and Secretary**  
\_\_\_\_\_  
Office held

\*N.B. ss.6.1.3 and 6.1.4 of the *Conveyancing Rules* in accordance with s12E of the *Real Property Act 1900* requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.





Heritage Council  
of New South Wales

Our ref: DOC 19/834976

Fash Ebrahimi  
Project Manager, Station Infrastructure  
Customer Service Directorate, Sydney Trains  
36-46 George Street  
BURWOOD NSW 2134

By email: [farshad.ebrahimi@transport.nsw.gov.au](mailto:farshad.ebrahimi@transport.nsw.gov.au)  
CC: [Kristina.Sqibneva@transport.nsw.gov.au](mailto:Kristina.Sqibneva@transport.nsw.gov.au)  
[STEVEN.BARRY@transport.nsw.gov.au](mailto:STEVEN.BARRY@transport.nsw.gov.au)  
[ANTHONY.RUELLO@transport.nsw.gov.au](mailto:ANTHONY.RUELLO@transport.nsw.gov.au)

STRATHFIELD COUNCIL  
RECEIVED

DA2020/15  
30 January 2020

Dear Fash

**COMPLIANCE WITH DEFERRED COMMENCEMENT CONSENT CONDITIONS  
S60 APPROVAL UNDER *THE HERITAGE ACT 1977***

**RE: STRATHFIELD RAILWAY STATION GROUP, STATE HERITAGE REGISTER No 012525**

**Proposal:** Repurposing the Albert Road and Countrylink booking offices as commercial space.

**S60 No:** S60/2018/225, approved on 21 November 2018.

Thank you for your letter and supporting documentation received on 9 September 2019 to satisfy Deferred commencement **Condition 2a** of the Heritage Council's approval for application No. S60/2018/225, approved on 21 November 2018.

The following documents have been provided to satisfy the conditions of consent:

- Executed Lease Agreement, 26 June 2019

As delegate of the Heritage Council of NSW, I confirm that the above information sufficiently addresses the requirements of the following conditions:

**2. COUNTRYLINK BOOKING OFFICE**

- a) The approval for the proposed stripping of internal services and joinery to provide a 'cold shell' for future retail is subject to Deferred Commencement in accordance with s63A of the Heritage Act 1977. This approval is subject to the applicant demonstrating that a lease agreement has been completed, and lessee nominated for the Countrylink booking office. The applicant must demonstrate that a lease agreement has been completed, and a lessee nominated for the booking office.

*Reason: To ensure that the proposed works are justified, once it is demonstrated that the offices will be reused and the operational requirements clearly understood to inform the finalisation of the detailed design for the spaces.*

Deferred commencement conditions 3a-c relating to the proposed works at Albert Road Booking Office are still to be addressed prior to final approval being granted.

If you have any questions regarding the above approval for repurposing the Albert Road and Countrylink booking offices as commercial space at Strathfield Railway Station please contact David Nix, Senior Heritage Officer at the Heritage NSW, Department Premier and Cabinet, on 9895 6523 or [David.nix@environment.nsw.gov.au](mailto:David.nix@environment.nsw.gov.au).

Yours sincerely

A handwritten signature in black ink that reads "Timothy Smith". The signature is written in a cursive style with a large initial 'T'.

**Tim Smith OAM**  
Director Heritage Operations  
Heritage, Community Engagement  
Department of Premier and Cabinet

**As Delegate of the Heritage Council of NSW**  
24 September 2019

**TO:** Strathfield Local Planning Panel Meeting - 2 April 2020  
**REPORT:** SLPP – Report No. 8  
**SUBJECT:** DA2019/093/2 - 12 BELLFROG STREET, GREENACRE - LOT 12 DP 1133214  
**DA NO.** DA2019/093/2

## SUMMARY

**Proposal:** Section 4.55 (1A) modification to amending a Condition of Consent: Condition 2 – existing Vodafone structures.

**Applicant:** Avisford Consulting

**Owner:** Tinnock P/L

**Date of lodgement:** 29 January 2020

**Notification period:** 6 to 20 February 2020

**Submissions received:** Nil

**Assessment officer:** MR

**Estimated cost of works:** \$0

**Zoning:** IN1 – General Industrial – SLEP 2012

**Heritage:** No

**Flood affected:** Yes

**Is a Clause 4.6 variation proposed?** No

**RECOMMENDATION OF OFFICER:** APPROVAL

## EXECUTIVE SUMMARY

The subject application seeks Council approval for an amendment to the current consent (DA2019/093), which granted approval for the erection of a mobile telecommunications facility, including pole, antennas and ground based equipment, for Vodafone. Specifically, the subject application is seeking to modify Condition 2 of the consent to allow for the construction works to be completed prior to the decommissioning of the existing equipment. This ensures that there is a limited loss of coverage in the surrounding locality as this staging process involves turning off and decommissioning the existing equipment within a week of the completion and testing of the new facility.

The application was notified on 6 February 2020 for a minimum period of 14 days, in accordance with Part L of the Strathfield Consolidated Development Control Plan 2005 (SCDCP 2005). No submissions were received.

The proposed modification does not trigger any provisions and requirements under the Strathfield Local Environmental Plan 2012 (SLEP 2012) and SCDCP 2005. The modification is only seeking a change to the consent that allows for the proposed staging to occur, and reflects an identical proposal as the approved development. Thus, compliance against any matters of consideration under Section 4.15 of the *Environmental Planning and Assessment Act 1979*, remain the same as the approved development.

**DA2019/093/2 - 12 Bellfrog Street, Greenacre - Lot 12 DP 1133214 (Cont'd)**

The proposed modification to amend Condition 2 in the consent is considered supportable. Therefore, the subject application is recommended for approval, subject to the imposition of modified conditions of consent.

**BACKGROUND**

|                 |  |
|-----------------|--|
| 12 June 2019    | DA2019/093 was lodged for the construction of a telecommunications tower.  |
| 7 November 2019 | DA2019/093 was determined and approved by the Strathfield Local Planning Panel (SLPP).   |
| 29 January 2020 | The subject Section 4.55 (1A) modification application (DA2019/193/2) was lodged with Council.   |
| 6 February 2020 | The application was notified for a minimum of 14 days in accordance with Part L of the SCDCP 2005. The notification period ended on 20 February 2020, and no submissions were received during this time. |

**DESCRIPTION OF THE SITE AND LOCALITY**

The subject site is legally described as Lot 12 DP 1133214 and is known as No. 12 Bellfrog Street, Greenacre (refer to Figure 1). The site is an irregular shaped allotment that is located on the south-eastern side of Bellfrog Street and has a total area of 4,675m<sup>2</sup>. The subject site is currently vacant and the existing approval for the new warehouse is under construction (refer to Figures 2 and 3). The site is predominantly modified and has no significant vegetation or trees. Vehicular access to the property is via a driveway crossing located at the end of the cul-de-sac.

The subject site is situated within a recent industrial subdivision and adjoins newly constructed industrial buildings including some warehouses (refer to Figures 4 to 6). In general, the site is set in a primarily monotone industrial landscape; however, its southern boundary adjoins a low density residential area that is characterised by single detached dwellings comprising 1-2 storeys with exposed face brick and pitched, tiled roof forms. These residences occur along Juno Parade.



**Figure 1: The subject site (as highlighted in yellow) and the surrounding context.**

DA2019/093/2 - 12 Bellfrog Street, Greenacre - Lot 12 DP 1133214 (Cont'd)



Figure 2: The approved warehouse development within the subject site and under construction.



Figure 3: Subject site containing warehouse development under construction. Location of approved telecommunications facility is shown in red.

DA2019/093/2 - 12 Bellfrog Street, Greenacre - Lot 12 DP 1133214 (Cont'd)



**Figure 4: West-adjointing neighbour – existing freight/warehouse premises at No. 11 Bellfrog Street.**



**Figure 5: North-adjointing neighbour – existing industrial premises at No. 13 Bellfrog Street.**

DA2019/093/2 - 12 Bellfrog Street, Greenacre - Lot 12 DP 1133214 (Cont'd)



Figure 6: Industrial streetscape along Bellfrog Street, less than 100m north of the subject site.

## PROPERTY BURDENS AND CONSTRAINTS

There are no easements or burdens on the land which could affect, or be affected by, the proposed modification.

## DESCRIPTION OF THE PROPOSED DEVELOPMENT

The application seeks Council approval for modifying Condition 2 of the current consent (DA2019/193), which granted approval for the erection of a mobile telecommunications facility, including pole, antennas and ground based equipment, for Vodafone. The application seeks to modify Condition 2 of the consent to allow for the construction works to be completed prior to the decommissioning of the existing equipment. This ensures that there is a limited loss of coverage in the locality through a staging process that involves turning off and decommissioning the existing equipment following the completion and testing of the new facility. The amendment will minimise service disruption through a smoother transition of infrastructure.

Condition 2 reads as follows:

### **Condition 2** **EXISTING VODAFONE STRUCTURES (SC)**

*Prior to any construction works for the proposed development, any Vodafone equipment on the existing telecommunications facility at No. 113-115 Punchbowl Road, Greenacre, must be decommissioned and removed completely.*

*(Reason: To ensure any cumulative EME emissions are minimised.)*

It is proposed that Condition 2 be modified as follows:

DA2019/093/2 - 12 Bellfrog Street, Greenacre - Lot 12 DP 1133214 (Cont'd)

**Condition 2**  
**EXISTING VODAFONE STRUCTURES (SC)**

*Following completion of construction works for the proposed mobile telecommunications facility and the preliminary testing of this facility, any Vodafone equipment on the existing telecommunications facility at No. 113-115 Punchbowl Road, Greenacre, must be decommissioned and removed completely.*

*Any Vodafone equipment on the existing telecommunications facility at No. 113-115 Punchbowl Road, Greenacre, must be decommissioned and removed completely prior to the full operations of the proposed telecommunications facility, as approved by this consent.*

*(Reason: To ensure any cumulative EME emissions are minimised.)*

**SECTION 4.55 OF THE EP&A ACT 1979**

Section 4.55(1A) of the *Environmental Planning and Assessment Act 1979* states as follows:

**“4.55 Modifications of consents – generally**

- (1A) Modifications involving minimal environmental impact.** A consent authority may, on application being made by the applicant or any other person entitled to act on a consent granted by the consent authority and subject to and in accordance with the regulations, modify the consent if—
- (a) *it is satisfied that the proposed modification is of minimal environmental impact, and*
  - (b) *it is satisfied that the development to which the consent as modified relates is substantially the same development as the development for which the consent was originally granted and before that consent as originally granted was modified (if at all), and*
  - (c) *it has notified the application in accordance with—*
    - (i) *the regulations, if the regulations so require, or*
    - (ii) *a development control plan, if the consent authority is a council that has made a development control plan that requires the notification or advertising of applications for modification of a development consent, and*
  - (d) *it has considered any submissions made concerning the proposed modification within any period prescribed by the regulations or provided by the development control plan, as the case may be.*

In regards subclause ‘a’, Council is satisfied that the development to which the consent as modified relates is substantially the same development for which consent was originally granted and before that consent as originally granted was modified (if at all).

In answering this threshold question, a comparative analysis of the approved development as modified has been undertaken. In this regard, the proposed mobile telecommunications facility does not change; the external appearance in terms of bulk and scale as viewed from the adjoining properties and public domain is not altered in a significant or readily discernible manner; and any impacts in terms of streetscape, amenity and overshadowing are the same as that of the approved



**DA2019/093/2 - 12 Bellfrog Street, Greenacre - Lot 12 DP 1133214 (Cont'd)**

development. Accordingly, the development as modified is considered to satisfy the 'substantially the same' test in that it will result in essentially and materially the same development as that originally approved.

In regards subclause 'b', this does not apply as the modification application does not involve the modification to a condition imposed as a requirement of a concurrence to the consent.

In regards subclause 'c' and 'd', the application was notified in accordance with Part L of SCDCP 2005 and no submissions were received.

Clause 3 of Section 4.55 of the *Environmental Planning and Assessment 1979* also applies to the modification application. Clause 3 states the following:

- (3) *In determining an application for modification of a consent under this section, the consent authority must take into consideration such of the matters referred to in section 4.15(1) as are of relevance to the development the subject of the application. The consent authority must also take into consideration the reasons given by the consent authority for the grant of the consent that is sought to be modified.*

The reasons for granting consent for the approved development were as follows:

*"The site is located within the IN1 – General Industrial zone and is set within a predominantly industrial area, surrounded by warehouse facilities and over 60m away from the nearest residential properties. Given this context, the site is considered suitable for the proposed telecommunications facility. It is evident that the site is appropriate for the intended use of the facility as well as ensuring that any potential environmental and social impacts, and land use conflicts will be minimal. Additionally, the approved warehouse use for the site will not be adversely affected by the proposal and will assist in minimising the visual presence of the facility."*

Considering the nature of the proposed modification, the above reasons for granting consent apply. The proposed modification retains the approved land use as a mobile telecommunications facility. The proposed modification only involves changes to a condition of consent and does not result in any external changes to the approved facility. The proposed modification will result in a development that continues to demonstrate consistency and compatibility within its predominantly industrial context and setting.

**REFERRALS****INTERNAL REFERRALS****Environmental Health Comments**

Council's Environmental Health Officer offered no objections to the proposal, subject to the imposition of recommended conditions of consent.

**SECTION 4.15 CONSIDERATIONS – EP&A Act, 1979**

In determining a development application, the consent authority is to take into consideration the following matters within Section 4.15 of the *Environmental Planning and Assessment Act 1979* as relevant to the application:

**4.15(1)(a)(i) The provisions of any environmental planning instrument**

As mentioned above, the proposed modification is only seeking a change to a condition of consent, and reflects an identical development as approved. Thus, compliance against any provisions of any relevant environmental planning instruments including the State Environmental Planning Policy

**DA2019/093/2 - 12 Bellfrog Street, Greenacre - Lot 12 DP 1133214 (Cont'd)**

(Infrastructure) 2007, State Environmental Planning Policy No. 55 – Remediation of Land and State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017, remain the same as the approved development.

Given the nature of the proposed modification, it generally does not result in any notable changes to the approved development's compliance with the relevant provisions under the *Telecommunication Act 1997* (Telco Act), the *Telecommunications Code of Practice 1997*, and the Communications Alliance Ltd Industry Code C564:2011 Mobile Phone Base Station Deployment. The proposed modification will likely improve adherence to the above provisions by ensuring an appropriate staging of establishment of the new facility and the decommissioning of obsolete equipment. This staging process minimises service disruption as well as the generation of cumulative radiofrequency electromagnetic energy (EME) emissions.

The NSW Telecommunications Facilities Guideline provides four (4) principles for the site selection, design, construction and operation of telecommunications facilities. For the purposes of assessing the proposed modification, the only relevant provision in this guideline is *Principle 4: Minimise disturbance and risk, and maximize compliance*. The proposed modification achieves compliance with this principle by ensuring that minimal disturbance and loss of service occurs during the construction of the new facility and decommissioning of the existing equipment. By requiring that the existing equipment is demolished and removed prior to the operations of the new facility, any potential risks to human health are also minimised.

**STRATHFIELD LOCAL ENVIRONMENTAL PLAN 2012 (SLEP 2012)**

An assessment of the proposal against the aims of SLEP 2012 is as follows:

| <b>Cl. 1.2(2) Aims</b>   | <b>Complies</b> |
|--|-----------------|
| <b>(a)</b> <i>To achieve high quality urban form by ensuring that new development exhibits design excellence and reflects the existing or desired future character of particular localities and neighbourhoods in Strathfield</i>                      | <b>N/A</b>      |
| <b>(b)</b> <i>To promote the efficient and spatially appropriate use of land, the sustainable revitalisation of centres, the improved integration of transport and land use, and an appropriate mix of uses by regulating land use and development</i> | <b>Yes</b>      |
| <b>(c)</b> <i>To promote land uses that provide a wide range of employment, recreation, retail, cultural, service, educational and other facilities for the local community</i>  | <b>Yes</b>      |
| <b>(d)</b> <i>To provide opportunities for economic growth that will enhance the local community</i>   | <b>Yes</b>      |
| <b>(e)</b> <i>To promote future development that integrated land use and transport planning, encourages public transport use, and reduced the traffic and environmental impacts of private vehicle use</i>   | <b>N/A</b>      |
| <b>(f)</b> <i>To identify and protect environmental and cultural heritage</i>  | <b>Yes</b>      |
| <b>(g)</b> <i>To promote opportunities for social, cultural and community activities</i>   | <b>Yes</b>      |
| <b>(h)</b> <i>To minimise risk to the community by identifying land subject to flooding and restricting incompatible development</i>   | <b>N/A</b>      |

**Comments:** The proposed modification is not seeking any changes to the location and appearance of the approved telecommunications facility. The proposed modification ensures that an efficient and appropriate staging is undertaken for establishing the facility. This staging will minimise potential disruption to the services provided by Vodafone as well as reduce potential EME emissions. In light of this, the proposed modification assists in further meeting the above aims.

**Permissibility**

The site is within the IN1 – General Industrial zone under the provisions of the SLEP 2012.

**DA2019/093/2 - 12 Bellfrog Street, Greenacre - Lot 12 DP 1133214 (Cont'd)**

The current use of the site is defined as development for the purpose of a warehouse as defined by SLEP 2012. **“Warehouse means ‘a building or place used mainly or exclusively for storing or handling items (whether goods or materials) pending their sale, but from which no retail sales are made, and includes local distribution premises.’**

The approved development is defined as a telecommunications facility under the SLEP 2012 and is not considered an ancillary structure to the approved warehouse use.

**“Telecommunications facility means:**

- (a) any part of the infrastructure of a telecommunications network, or
- (b) any line, cable, optical fibre, fibre access node, interconnect point equipment, apparatus, tower, mast, antenna, dish, tunnel, duct, hole, pit, pole or other structure in connection with a telecommunications network, or
- (c) any other thing used in or in connection with a telecommunications network.”

A telecommunications facility use is prohibited under the IN1 – General Industrial zone; however, Clause 115 of State Environmental Planning Policy (Infrastructure) 2007 prescribes that development for the purposes of telecommunication facilities may be carried out by any person with consent on any land. The approved development has been considered under this clause. Given that the proposed modification retains the approved land use as a telecommunications facility, the proposed modification can be considered on its merits and ultimately granted consent if considered acceptable.

**Zone Objectives**

An assessment of the proposed modification against the objectives of the IN1 – General Industrial zone is included below:

| <b>Objectives</b>  | <b>Complies</b> |
|--|-----------------|
| ➤ <b>To provide a wide range of industrial and warehouse land uses</b>   | <b>Yes</b>      |
| ➤ <b>To encourage employment opportunities</b>   | <b>Yes</b>      |
| ➤ <b>To minimize any adverse effect of industry on other land uses</b>   | <b>Yes</b>      |
| ➤ <b>To support and protect industrial land for industrial uses</b>  | <b>Yes</b>      |
| ➤ <b>To minimize fragmentation of valuable industrial land, and provide large sites for integrated and large floorplate activities</b> | <b>Yes</b>      |

**Comments:** The proposed modification only involves a change to a condition of consent and is identical to the approved development in terms of location and appearance. The proposed modification achieves compliance with the above objectives as per the approved development.

**Part 4: Principal development standards**

The proposed modification does not trigger any provisions under Part 4 of the SLEP 2012.

**Part 5: Miscellaneous Provisions**

The proposed modification does not trigger any provisions under Part 5 of the SLEP 2012.

**Part 6: Local Provisions**

The proposed modification does not trigger any provisions under Part 6 of the SLEP 2012.

**4.15(1)(a)(ii) The provisions of any draft environmental planning instruments**

There are no applicable draft planning instruments that are or have been placed on public exhibition, to consider as part of this assessment.

DA2019/093/2 - 12 Bellfrog Street, Greenacre - Lot 12 DP 1133214 (Cont'd)

**4.15(1)(a)(iii) *The provisions of any development control plan***

**STRATHFIELD CONSOLIDATED DEVELOPMENT CONTROL PLAN 2005 (SCDCP 2005)**

The proposed modification does not trigger any provisions and requirements under the SCDCP 2005.

**4.15(1)(a)(iiia) *The provisions of any planning agreement or draft planning agreement***

No planning agreement has been entered into under Section 7.4 of the *Environmental Planning and Assessment Act 1979*.

**4.15(1)(a)(iv) *The provisions of the regulations***

The requirements of Australian Standard AS2601–1991: *The Demolition of Structures* is relevant to the determination of a development application for the demolition of a building. The proposed modification does not involve the demolition of any buildings.

**4.15(1)(b) *The likely impacts of the development, including environmental impacts on both the natural and built environments, and social and economic impacts in the locality***

The proposed modification will have minimal environmental impacts as it will minimise EME emissions generated, and will have improved social and economic impacts as it will ensure minimal service disruption.

**4.15(1)(c) *The suitability of the site for the development***

The proposed modification does not affect the suitability of the site for the approved development. Therefore, the site remains suitable to the development as approved and modified by the subject application.

**4.15(1)(d) *Any submissions made in accordance with this Act or the regulations***

The application was publicly notified from 6 to 20 February 2020 in accordance with the provisions of Part L of SCDCP 2005. No submissions were received as a result.

**4.15(1)(e) *The public interest***

The public interest is served through the detailed assessment of this development application under the relevant local planning controls and legislation and consideration of any submissions received relating to it by Council. The proposed development is not considered to be contrary to the public interest.

DA2019/093/2 - 12 Bellfrog Street, Greenacre - Lot 12 DP 1133214 (Cont'd)

## LOCAL INFRASTRUCTURE CONTRIBUTIONS

Section 7.13 of the *Environmental Planning and Assessment Act 1979* relates to the collection of monetary contributions from applicants for use in developing key local infrastructure. This section prescribes in part as follows:

*A consent authority may impose a condition under section 7.11 or 7.12 only if it is of a kind allowed by, and is determined in accordance with, a contributions plan (subject to any direction of the Minister under this Division).*

## STRATHFIELD DIRECT / INDIRECT CONTRIBUTIONS PLAN

Given the minor nature of the proposed modification, Section Direct / Indirect Contributions are not required.

## CONCLUSION

Having regard to the relevant matters for consideration under Section 4.15 of the *Environmental Planning and Assessment Act 1979*, the proposed modification is considered to be acceptable on its merits and is recommended for approval subject to conditions of consent.

## PEER REVIEW

The content and recommendation of the development assessment report has undergone peer review and is satisfactory for consideration by the Panel.

## RECOMMENDATION

That Development Application No. DA2019/093 for erection of a mobile telecommunications facility, including pole, antennas and ground based equipment at 12 Bellfrog Street, Greenacre be **APPROVED**, subject to:

1. The original conditions of consent of Development Application No. (DA2019/093) as approved by SLPP on 7 November 2019 for erection of a mobile telecommunications facility, including pole, antennas and ground based equipment.
2. As modified by the Section 4.55(1) Application (DA2019/093/2) as follows:
  - Modify Condition 2 – Existing Vodafone Structures (SC).

Accordingly, Development Consent No. 2019/093 is approved as follows:

## SPECIAL CONDITIONS (SC)

### 1. RADIOFREQUENCY ELECTROMAGNETIC ENERGY EMISSIONS (SC)

The facility shall at all times operate in compliance with requirements of the Australian Communications and Media Authority (ACMA) and the Australian Radiation and Nuclear Protection Authority (ARPANSA). In particular, the maximum cumulative electromagnetic energy emissions (EME) not exceed the requirements of the Radiation Protection Series No3 Radiation Protection Standard for Maximum Exposure Levels to Radiofrequency Fields – 3kHz to 300 GHz (2002) as published by Australian Radiation Protection and Nuclear Safety Agency.

Within 90 days of operation

**DA2019/093/2 - 12 Bellfrog Street, Greenacre - Lot 12 DP 1133214 (Cont'd)**

The carrier or operator of the proposed development must engage an independent NATA assessor. The NATA assessor must test, measure and prepare an EME Site Compliance Report and EME Guide certifying that the development is operating in accordance with ACMA and ARPANSA requirements. The following information/documentation must be submitted to Council within 90 days of operation:

- A description of their radiofrequency infrastructure on the site;
- The radio frequency bands as per the ARPANSA EM) Report format;
- A Radiofrequency Electromagnetic Energy EME Site Compliance Report or an EME Guide prepared by an independent NATA assessor;
- Details of any radiofrequency (RF) hazard areas associated with their infrastructure and management practices to restrict access to RF hazard areas; and
- The levels of exposure to EME emissions in accordance with the ARPANSA report;

At any other time during operation, the applicant or person having benefit of this consent must provide upon request the following information in relation to the operation of the site to Council:

- The radio frequency bands as per the ARPANSA EME Report format;
- An EME Site Compliance Report or an EME Guide prepared by an independent NATA assessor;
- Details of any RF hazard areas associated with their infrastructure and management practices to restrict access to RF hazard areas; and
- The levels of exposure to EME emissions in accordance with the ARPANSA Environmental EME Report.

**Note:** ACMA requires compliance with the exposure limits in the Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) RF Standard. The ARPANSA Standard is designed to protect people of all ages and health status against all known adverse health effects from exposure to RF EME. The ARPANSA Standard is based on scientific research that shows the levels at which harmful effects occur and it sets limits, based on international guidelines, well below these harmful levels.

Health authorities around the world, including ARPANSA and the World Health Organization, have examined the scientific evidence regarding possible health effects from base stations. Current research indicates that there are no established health effects from the low exposure to the RF EME from mobile phone base station antennas.

(Reason: To ensure compliance with the relevant legislative requirements and codes for telecommunications infrastructure.)

**2. EXISTING VODAFONE STRUCTURES (SC)**

~~Prior to any construction works for the proposed development, any Vodafone equipment on the existing telecommunications facility at No. 113-115 Punchbowl Road, Greenacre, must be decommissioned and removed completely.~~

**Following completion of construction works for the proposed mobile telecommunications facility and the preliminary testing of this facility, any Vodafone equipment on the existing telecommunications facility at No. 113-115 Punchbowl Road, Greenacre, must be decommissioned and removed completely.**

**Any Vodafone equipment on the existing telecommunications facility at No. 113-115 Punchbowl Road, Greenacre, must be decommissioned and removed completely prior to the full operations of the proposed telecommunications facility, as approved by this consent.**

(Reason: To ensure any cumulative EME emissions are minimised.)

DA2019/093/2 - 12 Bellfrog Street, Greenacre - Lot 12 DP 1133214 (Cont'd)

(Modified on 2 April 2019 – DA2019/093/2)

**3. GREEN AND GOLDEN BELL FROG (SC)**

The environmental manager for the site should actively monitor the presence of the Green and Golden Bell Frog before and during constructions works. Any sightings of the Green and Golden Bell Frog (*Litoria aurea*) within the site before and during any construction works must result in the following:

- Immediate stopping of all works;
- Reporting to Council as soon as possible;
- No recommencement of works until necessary and appropriate actions as directed by Council, are undertaken, and commencement of works can occur as confirmed by Council.

(Reason: To minimise impacts on this threatened species).(Reason: )

**GENERAL CONDITIONS (GC)****4. APPROVED PLANS AND REFERENCE DOCUMENTATION (GC)**

The development, except where modified by a condition(s) of consent, is to be carried out in accordance with the following plans and reference documentation:

Plans affixed with Council's 'Development Consent' stamp relating to Development Consent No. DA2019/093:

| Drawing No.   | Title/Description    | Prepared by         | Issue / Revision & Date | Date received by Council |
|---------------|----------------------|---------------------|-------------------------|--------------------------|
| AN2190-001-P1 | Site Plan            | Avisford Consulting | Issue B<br>07.08.19     | 08.08.19                 |
| AN2190-001-P2 | Site Setout Plan     | Avisford Consulting | Issue B<br>07.08.19     | 08.08.19                 |
| AN2190-001-P3 | Draft Site Elevation | Avisford Consulting | Issue B<br>07.08.19     | 08.08.19                 |

In the event of any inconsistency, the conditions of this consent shall prevail.

(Reason: To ensure that the form of the development undertaken is in accordance with the determination of Council.)

**5. CONSTRUCTION HOURS (GC)**

No construction or any other work related activities shall be carried out on the site outside the hours of 7.00 am to 5.00 pm Mondays to Fridays and 8am to 1pm Saturdays.

No building activities are to be carried out at any time on a Sunday or public holiday.

Where the development involves the use of jackhammers/rock breakers and the like or other heavy machinery, such equipment may only be used between the hours of 7.00 am - 5.00 pm Monday to Friday only.

(Reason: To maintain amenity to adjoining land owners.)

**6. CONSTRUCTION WITHIN BOUNDARIES (GC)**

**DA2019/093/2 - 12 Bellfrog Street, Greenacre - Lot 12 DP 1133214 (Cont'd)**

The development including but not limited to footings, walls, roof barges and guttering must be constructed wholly within the boundary of the premises. No portion of the proposed structure shall encroach onto the adjoining properties. Gates must be installed so they do not open onto any footpath or adjoining land.

(Reason: Approved works are to be contained wholly within the subject site.)

**7. LIGHTING (GC)**

Any lighting of the premises shall be installed and maintained in accordance with Australian Standard AS 4282-1997: Control of the Obtrusive Effects of Outdoor Lighting so as to avoid annoyance to the occupants of adjoining premises or glare to motorists on nearby roads.

No flashing, moving or intermittent lighting, visible from any public place may be installed on the premises or external signage associated with the development, without the prior approval of Council.

(Reason: To protect the amenity of surrounding development and protect public safety.)

**8. PRINCIPAL CERTIFYING AUTHORITY (PCA) IDENTIFICATION SIGN (GC)**

Prior to commencement of any work, signage must be erected in a prominent position on the work site identifying:

- i) the Principal Certifying Authority (PCA) by showing the name, address and telephone number of the PCA;
- ii) the Principal Contractor by showing the Principal Contractor's name, address and telephone number (outside of work hours) for that person; and
- iii) the sign must state that unauthorised entry to the work site is prohibited.

Any such sign is to be maintained while the work is being carried out, but must be removed when the work has been completed.

This clause does not apply to building work, subdivision work or demolition work that is carried out inside an existing building that does not affect the external walls of the building.

(Reason: Statutory requirement.)

**9. SITE MANAGEMENT (DURING DEMOLITION AND CONSTRUCTION WORKS)**

All of the following are to be satisfied/complied with during demolition, construction and any other site works:

- i) All demolition is to be carried out in accordance with Australian Standard AS 2601-2001.
- ii) Demolition must be carried out by a registered demolition contractor.
- iii) A single entrance is permitted to service the site for demolition and construction. The footway and nature strip at the service entrance must be planked out.
- iv) No blasting is to be carried out at any time during construction of the building.
- v) Care must be taken during demolition/ excavation/ building/ construction to prevent any damage to adjoining buildings.
- vi) Adjoining owner property rights and the need for owner's permission must be observed at all times, including the entering onto land for the purpose of undertaking works.
- vii) Any demolition and excess construction materials are to be recycled wherever practicable.
- viii) The disposal of construction and demolition waste must be in accordance with the



## DA2019/093/2 - 12 Bellfrog Street, Greenacre - Lot 12 DP 1133214 (Cont'd)

- requirements of the Protection of the Environment Operations Act 1997.
- ix) All waste on the site is to be stored, handled and disposed of in such a manner as to not create air pollution (including odour), offensive noise or pollution of land and/or water as defined by the Protection of the Environment Operations Act 1997. All excavated material should be removed from the site in an approved manner and be disposed of lawfully to a tip or other authorised disposal area.
  - x) All waste must be contained entirely within the site.
  - xi) Section 143 of the Protection of the Environment Operations Act 1997 requires waste to be transported to a place which can lawfully accept it. All non-recyclable demolition materials are to be disposed of at an approved waste disposal depot in accordance with legislation.
  - xii) All materials on site or being delivered to the site are to generally be contained within the site. The requirements of the Protection of the Environment Operations Act 1997 must be complied with when placing/stockpiling loose material, disposing of concrete waste, or other activities likely to pollute drains or water courses.
  - xiii) Details as to the method and location of disposal of demolition materials (weight dockets, receipts, etc.) should be kept on site as evidence of approved methods of disposal or recycling.
  - xiv) Any materials stored on site must be stored out of view or in such a manner so as not to cause unsightliness when viewed from nearby lands or roadways.
  - xv) Public footways, include nature strips and roadways adjacent to the site must be maintained and cleared of obstructions during construction. No building materials, waste containers or skips may be stored on the road reserve or footpath without prior separate approval from Council, including payment of relevant fees.
  - xvi) Building operations such as brick-cutting, washing tools or paint brushes, and mixing mortar not be performed on the roadway or public footway or any other locations which could lead to the discharge of materials into the stormwater drainage system.
  - xvii) All site waters during excavation and construction must be contained on site in an approved manner to avoid pollutants entering into waterways or Council's stormwater drainage system.
  - xviii) Any work must not prohibit or divert any natural overland flow of water.
  - xix) Toilet facilities for employees must be provided in accordance with WorkCover NSW.
  - xx) Protection pads are to be installed to the kerb and gutter where trucks and vehicles enter the site.

(Reason: To ensure that demolition, building and any other site works are undertaken in accordance with relevant legislation and policy and in a manner which will be non-disruptive to the local area.)

### **CONDITIONS TO BE SATISFIED PRIOR TO THE ISSUE OF A CONSTRUCTION CERTIFICATE (PCC)**

#### **10. COMMENCEMENT OF WORKS (NO WORKS UNTIL A CC IS OBTAINED)**

Building work, demolition or excavation must not be carried out until a Construction Certificate has been issued by either Strathfield Council or a Principal Certifying Authority.

Demolition of any part of a building triggers 'commencement of erection of building' pursuant of section 4.19 of the EP&A Act 1979. Accordingly, demolition works must not commence until a Construction Certificate has been issued, a Principal Certifying Authority has been appointed and a Notice of Commencement has been issued.

(Reason: To ensure compliance with statutory provisions.)

#### **11. NOISE – VIBRATION (CC)**

The construction of the development and preparation of the site, including operation of

**DA2019/093/2 - 12 Bellfrog Street, Greenacre - Lot 12 DP 1133214 (Cont'd)**

vehicles, must be conducted so as to avoid unreasonable noise or vibration and cause no interference to adjoining or nearby occupations. Special precautions must be taken to avoid nuisance in neighbouring residential areas, particularly from machinery, vehicles, warning sirens, public address systems and the like.

(Reason: Noise attenuation.)

**12. NOISE – PLANT (CC)**

All works carried out on site during construction/demolition/excavation or earthworks shall comply with the NSW Protection of the Environment Operations Act 1997. Approved and effective silencing measures shall be provided and maintained on all power-operated plant used on site if required.

(Reason: Safety and amenity.)

**13. NOISE – CONSTRUCTION CC)**

All works carried out on site during construction/demolition/excavation/earthworks shall comply with the NSW Protection of the Environment Operations Act 1997, the Department of Environment and Climate Changes “Interim construction noise guideline” and AS 2436-2010 – “Guide to noise and vibration control on construction, demolition and maintenance sites” for the control of construction noise which specifies that:

- Construction period of 4 weeks and under – The L90 Level measured over a period of not less than 15 minutes when the construction site is operating must not exceed the background level by more than 20 dB(A) at the boundary.
- Construction period greater than 4 weeks but not exceeding 26 weeks – The L90 level measured over a period of not less than 15 minutes when the construction site is operating must not exceed the background level by more than 10 dB(A) at the boundary.
- Construction period exceeding 26 weeks – The L90 level measured over a period of not less than 15 minutes when the construction site is operating must not exceed the background level by more than 5 dB(A) at the boundary.

Should complaints of a noise nuisance be substantiated, Council may require the acoustic treatment of the premises to ensure compliance with the NSW Department of Environment and Climate Changes “Interim construction noise guideline” and AS 2436-2010 – “Guide to noise and vibration control, demolition and maintenance sites” for the control of construction noise. A further acoustic assessment and report will be required to be provided to Council assessing the premises in working order.

(Reason: Noise attenuation.)

**14. SECTION 7.12 CONTRIBUTION PAYMENT - INDIRECT CONTRIBUTIONS PLAN) (CC)**

In accordance with the provisions of Section 7.13 of the Environmental Planning and Assessment Act 1979 and the Strathfield Indirect Development Contributions Plan 2010-2030, a contribution in the form of cash, cheque or credit card (financial transaction fee applies) shall be paid to Council for the following purposes:

|                                |                |
|--------------------------------|----------------|
| Local Amenity Improvement Levy | <b>\$1,300</b> |
|--------------------------------|----------------|

The total amount of the contribution is valid as at the date of determination and is subject to quarterly indexation. The amount of the contribution under this condition shall be indexed in accordance with clause 4.12 of the Strathfield Indirect Development Contributions Plan

**DA2019/093/2 - 12 Bellfrog Street, Greenacre - Lot 12 DP 1133214 (Cont'd)**

2010-2030.

Contributions must be received by Council and submitted to the Accredited Certifier, prior to the issue of any Construction Certificate.

A copy of this condition is to be presented to Council's Customer Service Centre when paying the contribution so that it can be recalculated.

Note: A copy of Strathfield Council's Section 7.12 Indirect Development Contributions Plan may be downloaded from Council's website.

(Reason: To enable the provision of public amenities and services required/anticipated as a consequence of increased demand resulting from the development.)

**15. WASTE MANAGEMENT (CC)**

Any waste generated by during construction works and following completion of all works relating to the approved development must be managed as follows:

- All spoil (soil material) generated following construction works will be re-used as back-fill within the site, as appropriate, and the remainder removed off-site to an appropriately licensed facility; and
- All waste materials including packaging materials will be recycled (as appropriate) and the remainder to be removed off-site to an appropriately licensed waste disposal facility.

(Reason: Waste management.)

**CONDITIONS TO BE SATISFIED PRIOR TO THE COMMENCEMENT OF WORKS (PCW)****16. APPOINTMENT OF A PRINCIPAL CERTIFYING AUTHORITY (PCA) (CW)**

No work shall commence in connection with this Development Consent until:

- i) A construction certificate for the building work has been issued by the consent authority or a Principal Certifying Authority.
- ii) The person having the benefit of the development consent has appointed a principal certifying authority for the building work, and notified the principal certifying authority that the person will carry out the building work as an owner/builder, if that is the case.
- iii) The principal certifying authority has, no later than 2 days before the building work commences:
  - notified the Council of his or her appointment, and
  - 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.
- iv) The person having the benefit of the development consent, if not carrying out the work as an owner-builder, has:
  - appointed a principal contractor for the building work who must be the holder of a contractor licence if any residential building work is involved;
  - notified the principal certifying authority of such appointment; and
  - unless that person is the principal contractor, notified the principal contractor of any critical stage inspections and other inspections that are to be carried out in respect of the building work.
- v) The person having the benefit of the development consent has given at least 2 days' notice to the Council of the person's intention to commence the erection of the building.

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Note: If the principal certifying authority is the Council, the nomination will be subject to the payment of a fee for the service to cover the cost of undertaking all necessary inspections and the issue of the appropriate certificates.

Under the Environment Planning and Assessment (Quality of Construction) Act, 2003, a sign must be erected in a prominent position on the work site showing the name, address and telephone number of the principal certifying authority; the name of the principal contractor (if any) for the building work and a telephone number at which that person may be contacted outside working hours. That sign must also state that unauthorised entry is prohibited. The sign must not be removed until all work has been completed.

(Reason: Statutory requirement.)

**17. NOTICE OF COMMENCEMENT (CW)**

No work shall commence until the following details are submitted to Council:

- i) a Notice of Commencement (form will be attached with issue of a Construction Certificate or available from our website) within two (2) days of the date on which it is proposed to commence works associated with the Development Consent;
- ii) details of the appointment of a Principal Certifying Authority (either Council or another Principal Certifying Authority); and
- iii) details of the name, address and licence details of the Builder.

(Reason: Statutory requirement.)

**CONDITIONS TO BE SATISFIED PRIOR TO THE ISSUE OF AN OCCUPATION CERTIFICATE (OC)****18. OCCUPATION OF BUILDING (OC)**

A person must not commence occupation or use (or change of use where an existing building) of the whole or any part of a new building (within the meaning of section 109H (4) of the Act) unless an Interim Occupation Certificate or Final Occupation Certificate has been issued in relation to the building or part.

The Principal Certifying Authority is required to be satisfied, amongst other things, that:

- i) all required inspections (including each applicable mandatory critical stage inspection) have been carried out; and
- ii) any preconditions to the issue of the certificate required by a development consent have been met.

Note: New building includes an altered portion of, or an extension to, an existing building.

(Reason: Statutory requirement.)

**19. NOISE - REQUIREMENTS FOR INDUSTRIAL PREMISES (OU)**

The use of the premises shall comply with the requirements of the NSW Environment Protection Authority Industrial Noise Policy 2000 and shall not give rise to the transmission of offensive noise as defined in the Protection of the Environment Operation Act 1997 (NSW).

(Reason: Noise control and amenity.)

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**ATTACHMENTS**

There are no attachments for this report.

**TO:** Strathfield Local Planning Panel Meeting - 2 April 2020  
**REPORT:** SLPP – Report No. 9  
**SUBJECT:** DA2019/198 - 16 WENTWORTH STREET, GREENACRE - LOT 3 DP 36122  
**DA NO.** DA2019/198

## SUMMARY

**Proposal:** Construction of an attached two (2) storey dual occupancy with basement level parking.

**Applicant:** ZTA Group

**Owner:** Z Abdul-Rahman

**Date of lodgement:** 21 November 2019

**Notification period:** 2 to 16 December 2019

**Submissions received:** One (1) submission

**Assessment officer:** MR

**Estimated cost of works:** \$920,757.24

**Zoning:** R2 – Low Density Residential – SLEP 2012  
Schedule 1 – Additional Permitted Uses “Item 1”  
Use of certain land at Greenacre – SLEP 2012

**Heritage:** No

**Flood affected:** Yes

**Is a Clause 4.6 variation proposed?** No

**RECOMMENDATION OF OFFICER:** **APPROVAL**

## EXECUTIVE SUMMARY

The proposal involves the construction of an attached two (2) storey dual occupancy with basement level parking. Initially, the proposal also involved the construction of an in-ground swimming pool. This element was removed in the final design by the applicant.

The application was publicly notified on 2 December 2019 for a minimum of 14 days, in accordance with Part L of the Strathfield Consolidated Development Control Plan 2005 (SCDCP 2005). One (1) submission was received as a result. The issues in the submission were as follows:

- Minimum side setback;
- Flat roof;
- Overshadowing; and
- Privacy.

The proposed development is considered acceptable and supportable, complying with most of the relevant development standards and controls under the Strathfield Local Environmental 2012 (SLEP 2012) and SCDCP 2005. The final design of the proposed development is compatible with the low density, residential character and suburban setting of the locality as well as the site’s unique environmental constraints and its proximity to an industrial area.

Accordingly, the application is recommended for approval.

DA2019/198 - 16 Wentworth Street, Greenacre - Lot 3 DP 36122 (Cont'd)

**BACKGROUND**

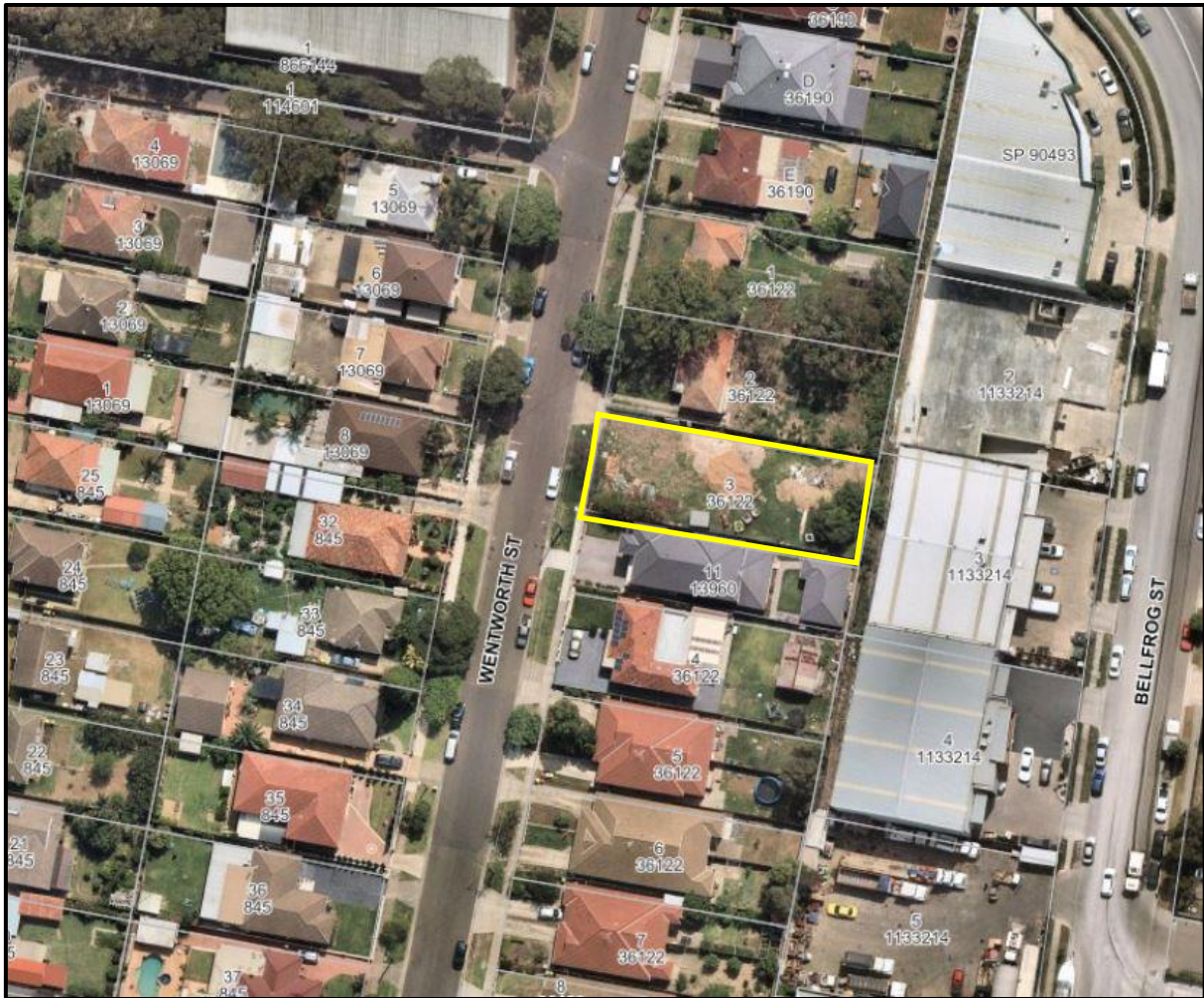
|                          |  |
|--------------------------|--|
| 21 November 2019         | The subject application was lodged.  |
| 2 December 2019          | The application was public notified for at least 14 days, with the last date for submissions being 16 December 2019. One (1) submission was received during this period.   |
| 24 December 2019         | A withdraw/refuse letter was issued to the applicant, raising a number of issues including building height, basement, flood impact assessment and elevated floor levels, site coverage and landscaped area, streetscape, front landscaped area, swimming pool and surrounds, privacy impacts and solar access. |
| 24 December 2019         | The applicant confirmed via e-mail that the application will not be withdrawn and requested an opportunity to amend the design. The applicant requested to provide additional information by 10 February 2020.   |
| 10, 11, 13 February 2020 | The applicant submitted additional information to Council to address the issues raised in the letter.  |
| 20 February 2020         | Council officers met with the applicant to discuss the amended design.   |
| 5 March 2020             | The applicant submitted additional information, including amended architectural drawings, to address any outstanding matters.  |
| 12 March 2020            | The applicant submitted further information including a revised Stormwater Plan and Landscape Plan to reflect the amended design.  |

**DESCRIPTION OF THE SITE AND LOCALITY**

The subject site is legally described as Lot 3 in DP 36122 and is commonly known as No. 16 Wentworth Street, Greenacre. It is a rectangular shaped allotment that is located on the eastern side of Wentworth Street and has an area of 767.1m<sup>2</sup>, a maximum depth of 45.74m and a 16.775m wide frontage (refer to Figure 1). The site has a fall of 2.32m towards the eastern (rear) boundary.

The property is currently vacant with open, disturbed grassed areas and five (5) small trees, including a Crepe Myrtle (*Lagerstroemia indica*) (refer to Figures 2 to 5). The site has vehicular access via an existing driveway crossing off Wentworth Street.

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**Figure 1: The subject site (as highlighted in yellow) and the surrounding context**



**Figure 2: The subject site viewed from Wentworth Street**



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**Figure 3: The subject site viewed from the eastern (rear) boundary**



**Figure 4: Existing Crepe Myrtle (*Lagerstroemia indica*) tree adjacent to the south-western corner of the site**

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**Figure 5: Clump of small trees located adjacent to rear (eastern) boundary**

The site and surrounding residential areas are within the R2 – Low Density Residential zone and areas identified as “Item 1 – Additional Permitted Uses”, pursuant to the provisions of SLEP 2012 (Figure 6). As such, dual occupancy development is a permissible land use for the site and the general vicinity, subject to Council consent. This is evidenced by the number of dual occupancies existing within 400m of the site and located along Sylvanus Street, Pomona Street, Hebe Street and Wentworth Street. Two (2) of these dual occupancies, at No. 24 Sylvanus Street and No. 29 Sylvanus Street; have a modern design featuring flat roofs, squared façades and brick render. These buildings have been approved by Council (refer to DA2016/157 and DA2019/075). Notably, the site is uniquely located on the edge of a suburban area that is immediately adjacent to an industrial zone to the east (refer to Figure 6).



**Figure 6: The subject site (as highlighted in yellow) within the R2 – Low Density Residential zone and Additional Permitted Uses – “Item 1” (shown in magenta) and adjacent to a General Industrial zone (shown in light purple)**

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The streetscape featured in Wentworth Street is considered a typical low density residential area dominated by single or two (2) storey detached dwelling houses of varying scale and comprising scattered street trees. A number of dual occupancies occur along Wentworth Street, including:

- Five (5) dual occupancies of single storey, traditional style at No. 22, 24, 26, 28 and 30 Wentworth Street (refer to Figure 7); and
- Two (2) dual occupancies of two (2) storey, contemporary design with pitched/skillion roofing at No. 42 and 71 Wentworth Street.

Common architectural features and traits along Wentworth Street include pitched roofing with red/brown tiles, façades with exposed brick (in light brown or dark red) or fibro/timber cladding (in white/off-white/beige), and front boundary fencing comprising bricks/rendered brick or open metal palisade (refer to Figures 8 to 10).



***Figure 7: Existing dual occupancy at No. 24 Wentworth Street***

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*Figure 8: Streetscape along western side of Wentworth Street*



*Figure 9: Streetscape along eastern side of Wentworth Street (No. 24-30 Wentworth Street)*

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**Figure 10: Streetscape along eastern side of Wentworth Street (No. 20-18 Wentworth Street)**

The site is surrounded by the following properties:

- Adjoining the northern boundary: a single storey dwelling (a fibro cottage) at No. 14 Wentworth Street, Greenacre (refer to Figure 11);
- Adjoining the southern boundary: a two (2) storey dwelling at No. 18 Wentworth Street, Greenacre (refer to Figure 12);
- Adjoining the eastern (rear) boundary: a large industrial building at No. 3 Bellfrog Street, Greenacre (refer to Figure 13); and
- West of the site and across the road: single storey dwellings (a brick veneer house and a fibro cottage) at No. 49 and 51 Wentworth Street, Greenacre (refer to Figures 14 and 15).

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*Figure 11: Dwelling at No. 14 Wentworth Street (north-adjointing neighbour)*



*Figure 12: Dwelling at No. 18 Wentworth Street (north-adjointing neighbour)*

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**Figure 13: Industrial premises at No. 3 Bellfrog Street (rear-adjointing neighbour)**



**Figure 14: Dwelling at No. 51 Wentworth Street**

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*Figure 15: Dwelling at No. 49 Wentworth Street*

#### **PROPERTY BURDENS AND CONSTRAINTS**

There are no easements or burdens on the land which could affect, or be affected by, the proposed development.

#### **DESCRIPTION OF THE PROPOSED DEVELOPMENT**

The application seeks Council approval for the construction of an attached, two (2) storey dual occupancy with basement level, as well as establishment of front fencing and landscaping works.

Each dwelling within the proposed dual occupancy will feature the following:

- Basement level comprising:  
Two (2) vehicular spaces with a turntable, plant room and storage area;
- Ground floor comprising:  
Living room at the front, powder room, laundry, walk-in-pantry, kitchen, dining room and lounge room at the rear, and an outdoor terrace area with BBQ facility;
- First floor comprising:  
A master bedroom with walk-in-robe, ensuite, study nook and front facing balcony (for the northern dwelling); three (3) bedrooms, a bathroom, and a rear-facing centralised balcony off a bedroom.

A Site Plan and Elevations of the proposed dwelling are shown in Figures 16 to 19.



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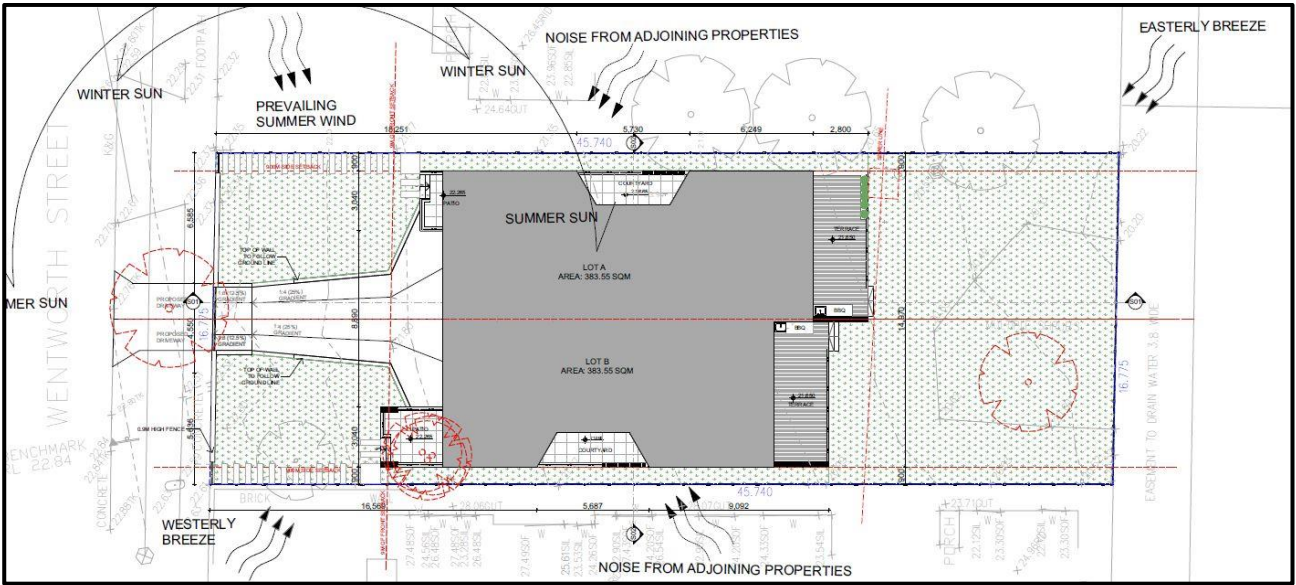


Figure 16: Site Plan of Proposed Development

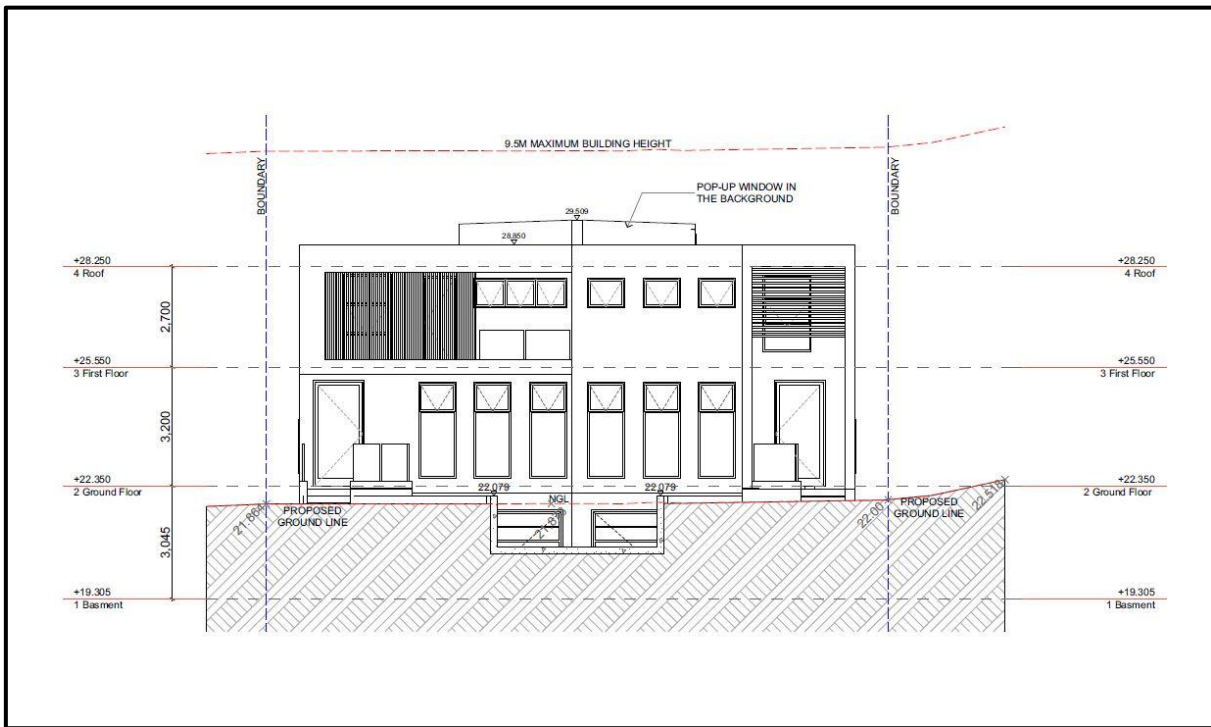


Figure 17: Front Elevation

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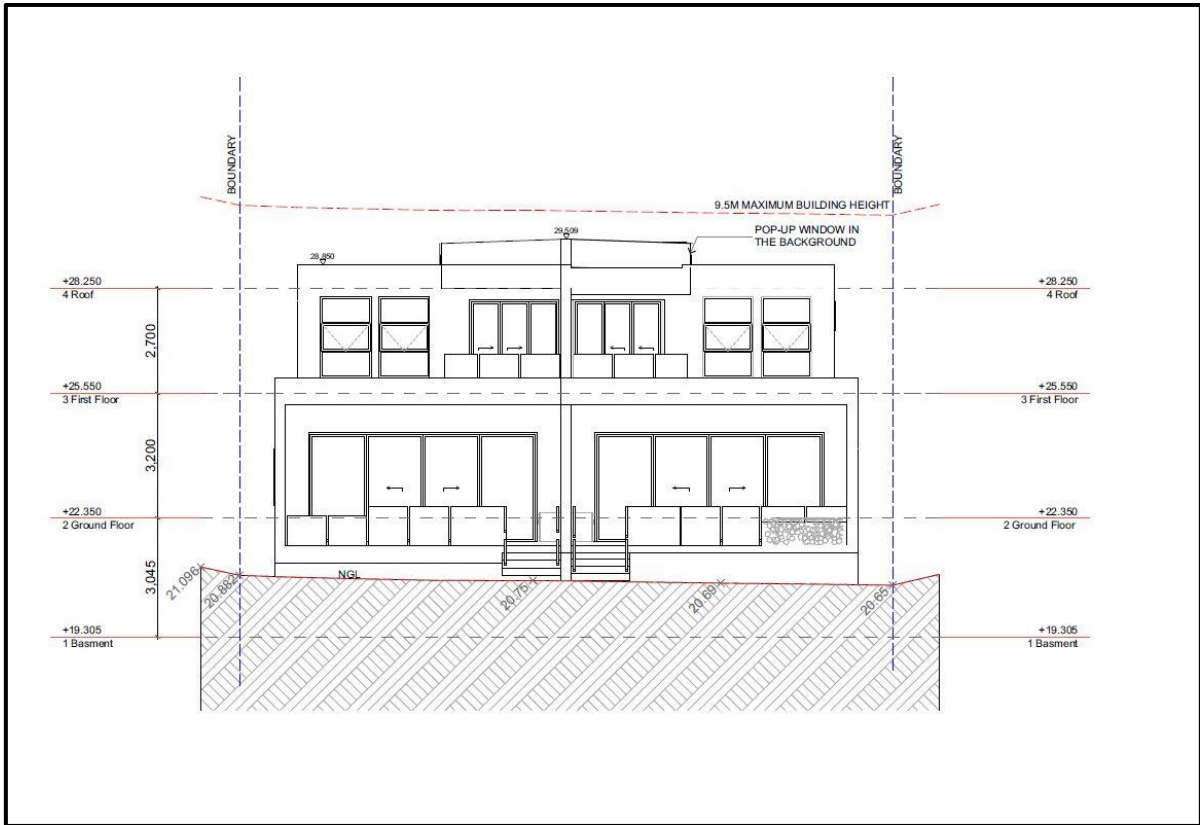


Figure 18: Rear Elevation

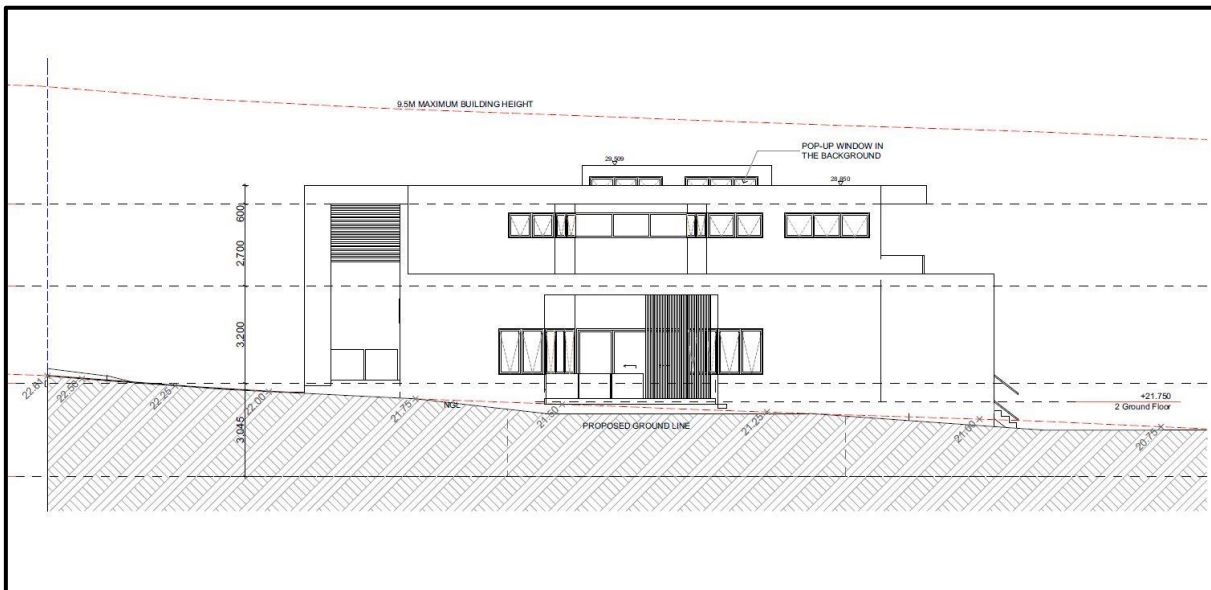


Figure 18: Southern Elevation

The proposed development will also involve the construction of a 0.9m high front fence, constructed of dark rendered brick and open metal panels. Proposed landscaping works to be established within the site will comprise:

- Grassed turf areas in the front setback and rear yard;
- Garden beds along the sides of the driveway and along the rear boundary that contain a mixture of native shrub and groundcover species including Flax Leaf Wattle (*Acacia linifolia*), Blue Flax Lily (*Dianella Dianella caerulea*) and Hopbush (*Dodonaea viscosa*);
- Two Broad Leaved Paperbark trees (*Melaleuca quinquenervia*) centrally located in the rear yards;
- Two (2) Forest Oak trees (*Allocasuarina torulosa*) in the front setback; and

## DA2019/198 - 16 Wentworth Street, Greenacre - Lot 3 DP 36122 (Cont'd)

- Retention of the Crepe Myrtle (*Lagerstroemia indica*) in the south-western corner of the front setback.

The proposed development involves the removal of four (4) small trees on the site and a street tree.

**REFERRALS****INTERNAL REFERRALS****Stormwater Engineer Comments**

The application was referred to Council's Stormwater Engineer who undertook an assessment of the proposal in regards to stormwater management and the flooding characteristics of the subject land. Council's Stormwater Engineer confirmed that there are no objections to the proposed stormwater system and the proposal is appropriately designed in accordance with the flooding constraints of the site, subject to suitable conditions of consent.

**Traffic Engineer Comments**

The application was referred to Council's Traffic Engineer who undertook an assessment of the proposal with regards to vehicular access and parking, and advised that the proposed access and parking for the dual occupancy may be supported, subject to suitable conditions of consent.

**Tree Management Coordinator Comments**

The application was referred to Council's Tree Management Coordinator who undertook an assessment of the proposal with regards to tree removal and landscaping works. Council's Tree Management Coordinator confirmed that the proposed tree removal and landscaping works are supported, subject to suitable conditions of consent.

**SECTION 4.15 CONSIDERATIONS – EP&A Act, 1979**

In determining a development application, the consent authority is to take into consideration the following matters of consideration contained within Section 4.15 of the *Environmental Planning and Assessment Act 1979* as relevant to the development application:

**4.15(1)(a) the provisions of:****(i) any environmental planning instrument****STATE ENVIRONMENTAL PLANNING POLICY (SEPP) – BASIX 2004**

In accordance with the BASIX SEPP all new housing in NSW is required to meet a designated target for energy and water reduction.

A BASIX Certificate was submitted as part of the application which indicates that the proposal meets the required reduction targets. An appropriate condition of consent will be imposed to ensure future compliance with these targets.

**State Environmental Planning Policy No 55 – Remediation of Land**

SEPP 55 applies to the land and pursuant to Section 4.15 is a relevant consideration. SEPP 55 requires Council to consider whether the land subject to the development proposal is contaminated; and if the site is contaminated, Council must be satisfied that the site is suitable or can be made suitable (i.e. following remediation) for the proposed land use.

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A site inspection identified that the site is currently vacant but previously occupied by a dwelling house. A review of Council's GIS and historical aerial photos has shown that this dwelling has been established since at least 2013.

A search of Council's contaminated land register specifies that the site is not potentially contaminated. The site is suitable for the proposed development in accordance with requirements of SEPP 55 and the proposed dwelling use and subdivision are supported subject to conditions. As such, the objectives outlined within SEPP 55 are considered to be satisfied.

**State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017**

The State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017 replaces the repealed Clause 5.9 of SLEP 2012 (Preservation of Trees and Vegetation).

The intent of this SEPP is consistent with the objectives of the repealed Standard where the primary aims/objectives are related to the protection of the biodiversity values of trees and other vegetation on the site.

As mentioned above, the proposal was referred to Council's Tree Management Coordinator who confirmed support for the removal of the street tree and the small trees within the site, subject to specific conditions including replacement tree planting within the site and within the road reserve. The proposed landscaping treatments are considered acceptable and appropriately balance the overall scheme. Therefore, the relevant provisions under this SEPP have been satisfied by the proposal.

**STRATHFIELD LOCAL ENVIRONMENTAL PLAN (SLEP) 2012**

An assessment of the proposal against the general aims of SLEP 2012 is included below:

| <b>Cl. 1.2(2)</b> | <b>Aims</b>   | <b>Complies</b> |
|-------------------|---|-----------------|
| <b>(a)</b>        | <i>To achieve high quality urban form by ensuring that new development exhibits design excellence and reflects the existing or desired future character of particular localities and neighbourhoods in Strathfield</i>                      | <b>Yes</b>      |
| <b>(b)</b>        | <i>To promote the efficient and spatially appropriate use of land, the sustainable revitalisation of centres, the improved integration of transport and land use, and an appropriate mix of uses by regulating land use and development</i> | <b>Yes</b>      |
| <b>(c)</b>        | <i>To promote land uses that provide a wide range of employment, recreation, retail, cultural, service, educational and other facilities for the local community</i>  | <b>Yes</b>      |
| <b>(d)</b>        | <i>To provide opportunities for economic growth that will enhance the local community</i>   | <b>Yes</b>      |
| <b>(e)</b>        | <i>To promote future development that integrated land use and transport planning, encourages public transport use, and reduced the traffic and environmental impacts of private vehicle use</i>   | <b>Yes</b>      |
| <b>(f)</b>        | <i>To identify and protect environmental and cultural heritage</i>  | <b>Yes</b>      |
| <b>(g)</b>        | <i>To promote opportunities for social, cultural and community activities</i>   | <b>Yes</b>      |
| <b>(h)</b>        | <i>To minimise risk to the community by identifying land subject to flooding and restricting incompatible development</i>   | <b>Yes</b>      |

**Permissibility**

The subject site is zoned R2 – Low Density Residential and Additional Permitted Uses "Item 1", under the SLEP 2012. Attached dual occupancy is defined under SLEP 2012 as follows:

***"Dual occupancy (attached) means 2 dwellings on one lot of land that are attached to each other, but does not include a secondary dwelling."***

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The proposed development for the purpose of an attached dual occupancy is consistent with the definition above and is therefore permissible with consent.

**Zone Objectives**

An assessment of the proposal against the objectives of the R2 – Low Density Residential zone is as follows:

| <b>Objectives</b>  | <b>Complies</b> |
|--|-----------------|
| ➤ To provide for the housing needs of the community within a low density residential environment.  | <b>Yes</b>      |
| ➤ <b>To enable other land uses that provide facilities or services to meet the day to day needs of residents.</b>                              | <b>Yes</b>      |
| ➤ To ensure that development of housing does not adversely impact the heritage significance of adjacent heritage items and conservation areas. | <b>Yes</b>      |

**Comments:** The proposal involves the construction of an attached dual occupancy with basement level parking. This land use ensures the housing needs of the community are met by providing a less common and permissible dwelling type thereby diversifying the current housing stock without adversely impacting existing facilities and amenities available to the locality. It is noted that the site is capable of facilitating and sustaining a dual occupancy development.

The site benefits from having an additional permissible land use (i.e. dual occupancies), reflecting the existing dual occupancies occurring within 400m of the site and the future desired residential character position of Greenacre. Notably, the proposal will not be located within 400m of any heritage items and heritage conservation areas and will therefore, have nil impacts on the heritage significance on such items or areas.

**Part 4: Principal development standards**

An assessment of the proposal against the relevant provisions contained within Part 4 of the SLEP 2012 is provided below.

**Clause 4.3 Height of building**

| <b>Cl.</b> | <b>Standard</b>           | <b>Controls</b> | <b>Proposed</b> | <b>Complies</b> |
|------------|---------------------------|-----------------|-----------------|-----------------|
| <b>4.3</b> | <i>Height of building</i> | 9.5m            | 8.5m            | <b>Yes</b>      |

|            | <b>Objectives</b>  | <b>Complies</b> |
|------------|--|-----------------|
| <b>(a)</b> | <i>To ensure that development is of a height that is generally compatible with or which improves the appearance of the existing area</i> | <b>Yes</b>      |
| <b>(b)</b> | <i>To encourage a consolidation pattern that leads to the optimum sustainable capacity height for the area</i>                           | <b>Yes</b>      |
| <b>(c)</b> | <i>To achieve a diversity of small and large development options.</i>  | <b>Yes</b>      |

**Comments:** The proposal complies with the maximum building height prescribed under Clause 4.3 and is consistent with the objectives of the standard.

**Clause 4.4 Floor space ratio**

| <b>Cl.</b> | <b>Standard</b>          | <b>Controls</b>                    | <b>Proposed</b>                  | <b>Complies</b> |
|------------|--------------------------|------------------------------------|----------------------------------|-----------------|
| <b>4.4</b> | <i>Floor space ratio</i> | 0.575:1<br>(441.08m <sup>2</sup> ) | 0.51:1<br>(389.4m <sup>2</sup> ) | <b>Yes</b>      |

|            | <b>Objectives</b>  | <b>Complies</b> |
|------------|--|-----------------|
| <b>(a)</b> | <i>To ensure that dwellings are in keeping with the built form character of the local area</i> | <b>Yes</b>      |
| <b>(b)</b> | <i>To provide consistency in the bulk and scale of new dwellings in residential areas</i>      | <b>Yes</b>      |

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|     |   |            |
|-----|---|------------|
| (c) | <i>To minimise the impact of new development on the amenity of adjoining properties</i>   | <b>Yes</b> |
| (d) | <i>To minimise the impact of development on heritage conservation areas and heritage items</i>  | <b>Yes</b> |
| (e) | <i>In relation to Strathfield Town Centre:</i><br><i>i. to encourage consolidation and a sustainable integrated land use and transport development around key public transport infrastructure, and</i><br><i>ii. to provide space for the strategic implementation of economic, social and cultural goals that create an active, lively and people-oriented development</i> | <b>Yes</b> |
| (f) | <i>In relation to Parramatta Road Corridor – to encourage a sustainable consolidation pattern that optimises floor space capacity in the Corridor</i>   | <b>Yes</b> |

**Comments:** The proposal complies with the maximum floor space ratio prescribed under Clause 4.3 and is consistent with the objectives of the standard.

### Part 5: Miscellaneous Provisions

The relevant provisions contained within Part 5 of the SLEP 2012 are addressed below as part of this assessment:

#### 5.6 Architectural roof features

The proposed development is acceptable with regard to Clause 5.6.

### Part 6: Local Provisions

The relevant provisions contained within Part 6 of the SLEP 2012 are addressed below as part of this assessment:

#### 6.1 Acid sulfate soils

The subject site is identified as within Acid Sulfate Soils (ASS) – Class 5 land and the provisions of Clause 6.1 are applicable. The objectives of this clause are to ensure that development does not disturb, expose or drain acid sulfate soils and cause environmental damage. Within Class 5, the trigger under SLEP 2012 is works within 500m of adjacent Class 1, 2, 3 or 4 land that is below 5m Australian Height Datum (AHD) and by which the watertable is likely to be lowered below 1m AHD on adjacent Class 1, 2, 3 or 4 land. Given the subject land is not located within 500m of Class 1, 2, 3, and 4 land that is below 5m AHD, the proposed development is not required to be accompanied by an Acid Sulfate Soils Management Plan, and therefore, satisfies the requirements of Clause 6.1.

#### 6.2 Earthworks

The only element that requires more than 1m of excavation involves works associated with the proposed basement level and these works will be confined to the extent of the basement footprint. A condition of consent will be imposed to ensure an appropriate management of soils is undertaken during earthworks.

#### 6.3 Flood planning

Council records indicate that the majority of the subject site is affected by the 1 in 100 year flood event. Given the proposal involves a new dual occupancy, the provisions under Clause 6.3 are triggered. Council's Stormwater Engineer reviewed the proposal against these provisions and confirmed compliance, subject to conditions of consent.

#### 6.4 Essential services

Clause 6.4 of the SLEP 2012 requires consideration to be given to the adequacy of essential services available to the subject site. The subject site is located within a well serviced area and features existing water and electricity connection and access to Council's stormwater drainage

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system. As such, the subject site is considered to be adequately serviced for the purposes of the proposed development.

**4.15 (1)(a)(ii) any draft environmental planning instruments**

There are no applicable draft planning instruments that are or have been placed on public exhibition, to consider as part of this assessment.

**4.151(a)(iii) any development control plan****STRATHFIELD CONSOLIDATED DEVELOPMENT CONTROL PLAN (SCDCP) 2005**

The following is an assessment of the proposal's compliance with the relevant provisions contained within SCDCP 2005.

**PART B – DUAL OCCUPANCY HOUSING**

An assessment of the proposal against the objectives and development controls contained within Part B of SCDCP 2005 is included below:

**1: Introduction**

| <b>1.2</b> | <b>Objectives</b>   | <b>Satisfactory</b> |
|------------|---|---------------------|
| .1.        | <i>To maintain and improve the amenity and character of residential areas in the Council area.</i>  | <b>Yes</b>          |
| .2.        | <i>To ensure that new dual occupancy development is of a type, scale, height, bulk and character that is compatible with the particular streetscape characteristics of the area in which it is proposed.</i>                | <b>Yes</b>          |
| .3.        | <i>To promote residential development that is attractive, functional, innovative and is of a high quality.</i>  | <b>Yes</b>          |
| .4.        | <i>To maximise solar access and privacy to existing and proposed developments</i>   | <b>Yes</b>          |
| .5.        | <i>To provide an acceptable acoustic environment for residents through appropriate design, layout and construction measures, which mitigate noise and vibration impacts from nearby road and rail transport activities.</i> | <b>Yes</b>          |
| .6.        | <i>To preserve existing mature vegetation and encourage the planting of native vegetation suitable for the area.</i>  | <b>Yes</b>          |
| .7.        | <i>To ensure that an adequate number of on-site car parking spaces are provided for residents and visitors.</i>   | <b>Yes</b>          |
| .8.        | <i>To ensure that adequate provision is made for landscaped open space for the enjoyment of residents.</i>  | <b>Yes</b>          |
| .9.        | <i>To promote high quality landscaped areas which complement the overall development and which assist in maintaining existing streetscape quality.</i>  | <b>Yes</b>          |
| .10.       | <i>To promote ecologically sustainable development by requiring the construction of energy smart dual occupancy dwelling houses.</i>  | <b>Yes</b>          |
| .11.       | <i>To ensure that the heritage value of individual buildings and conservation areas is not compromised by dual occupancy development.</i>   | <b>Yes</b>          |
| .12.       | <i>To promote ecologically sustainable development.</i>   | <b>Yes</b>          |

**Comments:** The proposed development involves a two (2) storey dual occupancy development featuring basement level parking and contemporary styling. The bulk, scale and massing of the

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building is appropriate and complies with the maximum height and floor space ratio requirements under the SLEP 2012 and the relevant landscaped area and site coverage controls under the SCDCP 2005. Accordingly, the overall scheme is appropriately balanced with a mixture of structural and building elements and deep soil landscaped zones. The proposed landscaped treatments (such as garden beds, street trees, grassed lawn areas) will provide adequate screening of the built form and will create a complementary aesthetic to the streetscape.

It is noted that there are elements in the proposed dual occupancy that are not common architectural traits observed along Wentworth Street. However, given that the surrounding locality does comprise a number of dwelling houses and dual occupancy residences with modern architectural features (e.g. squared façades, flat roofs, front-facing pop-up balconies, light colours, brick rendering), the proposed development provides some consistency and is regarded as a compatible design in context of this unique setting. Additionally, Wentworth Street is situated directly adjacent to an industrial precinct and the older residential development is dominated by fibro/timber clad, single storey bungalow or cottage style houses and single level, villa-type dual occupancy residences on allotments of at least 600-700m<sup>2</sup>. It is anticipated that most of these homes will eventually be re-developed to cater for larger dwelling houses or dual occupancies of appropriate scale that reflect the zoning and permissible land uses of the area, as well as current design trends and styling. The proposed development is not considered a contrary outcome to the type and form of development anticipated for Wentworth Street and for Greenacre in general.

Wentworth Street features west-east and east-west orientated lots. These orientations mean that some overshadowing is unavoidable. The proposed dual occupancy features cut-out portions on the side elevations that contain centrally located courtyards. Subject to recommended conditions, these spaces will be completely open and unroofed and will assist in providing a visual break-up of the built form and minimising any overshadowing. Further discussion on overshadowing is provided in the comments under Section 2.4.2 below.

### 2.1: Site Analysis and Design Principles

| 2.1                  | Objectives  | Satisfactory |
|----------------------|---|--------------|
| A.                   | <i>To ensure that site layout and building design consider the existing characteristics, opportunities and constraints of the site and the surrounds, which will result in a design sensitive to its environment and of high quality.</i> | Yes          |
| 2.1                  | Guidelines  | Complies     |
| .1.                  | Development application includes a site drawing demonstrating the following items:  | Yes          |
|                      | Site  |              |
|                      | (a) Survey details, including changes of levels   | Yes          |
|                      | (b) Easements (drainage or service)   | Yes          |
|                      | (c) Existing vegetation and other significant site features   | Yes          |
|                      | (d) Existing buildings or structures  | Yes          |
|                      | (e) Site orientation and solar access   | Yes          |
|                      | (f) Significant noise sources   | Yes          |
|                      | (g) Views   | Yes          |
|                      | (h) Pedestrian and vehicle access   | Yes          |
| (i) Natural drainage | Yes   |              |



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| Surroundings |   |     |
|--------------|---|-----|
| (a)          | Location, height and use of neighbouring buildings (including location of doors or windows facing the site) | Yes |
| (b)          | Predominant built form and character of locality (including fencing and garden styles)                      | Yes |
| (c)          | Private open space areas adjacent to site   | Yes |
| (d)          | Adjacent public open space  | Yes |
| (e)          | Location of major trees on adjacent properties  | Yes |
| (f)          | Elements of street frontage (street trees, vehicular cross-overs, bus stops etc)                            | Yes |
| (g)          | Differences on levels between site and neighbouring properties  | Yes |
| (h)          | Significant noise sources, such as railway or roads.  | Yes |

| 2.1 | <b>Design Principles</b>  | <b>Complies</b> |
|-----|---|-----------------|
| 1.  | The development is compatible with the predominant height, bulk, scale and character of existing residential development in the vicinity  | Yes             |
| 2.  | The proposed development is generally consistent with the existing streetscape character of the locality  | Yes             |
| 3.  | The height, scale, character and external detailing of the development is compatible with any adjoining heritage item or conservation area  | Yes             |
| 4.  | The development is unlikely to adversely affect the amenity of any existing residential development in terms of overshadowing, privacy, excess noise, loss of views or otherwise. | Yes             |

**Comments:** A sufficiently detailed and annotated Site Analysis Plan was submitted as part of the subject application. This document complies with the above requirements.

The proposed development demonstrates compatibility with the predominant height, bulk, scale and character of existing residential development in the vicinity and maintains consistency with the prevailing streetscape character of Wentworth Street and the suburb of Greenacre.

**2.2: Site Requirements**

| 2.2 | <b>Objectives</b>   | <b>Satisfactory</b> |
|-----|---|---------------------|
| A.  | <i>To ensure dual occupancy developments are compatible with the streetscape</i>      | Yes                 |
| B.  | <i>To retain a single dwelling character of development in the 2(a) zones</i>         | Yes                 |
| C.  | <i>To clearly define appropriate site requirements for dual occupancy development</i> | Yes                 |
| 2.2 | <b>Development Standards</b>  | <b>Complies</b>     |
|     | <u>Allotment Requirements</u>   |                     |

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|  |  |  |
|--|--|--|
| 1                                      | A dual occupancy development is not permitted on allotments less than 560m <sup>2</sup> in area.   | Yes<br>767.1m <sup>2</sup>                     |
| 2                                      | The frontage of the site is a sufficient width to permit adequate and safe vehicular access, and side boundary setbacks.   | Yes  |
| <i>General Site Coverage</i>           |  |  |
| 1                                      | The site coverage does not exceed 65% of the total site area.<br><b>Maximum site coverage = 65% (498.6m<sup>2</sup>)</b>   | Yes<br>55%<br>(421.7m <sup>2</sup> )           |
| 2                                      | For the purpose of calculating site coverage, the following is included: house, garage, driveway, paved or concreted areas (including pool concourse), side setback areas between the boundary and house (paved or unpaved) 1500mm or less in width, pools, footpaths, BBQ areas, covered awnings, outbuildings, tennis courts and the like. | Yes  |
| <i>Frontage</i>                        |  |  |
| 1                                      | The proportion of the frontage to be built upon does not exceed 50% or 90m <sup>2</sup> (whichever is the lesser)  | Yes<br>31%<br>(52.05m <sup>2</sup> )           |
| <i>Front Setbacks</i>                  |  |  |
| I.                                     | Front boundary setback achieves a reasonably consistent arrangement and alignment of buildings to the street   | Yes  |
| II.                                    | A minimum setback of 9m from the front of the development to the front property boundary   | Yes<br>10m                                     |
| V.                                     | Car parking structures and designated surface parking areas are located behind the front building alignment. On corner sites in particular, such areas are designed and suitably landscaped to ensure the character and visual amenity of the streetscape is maintained and not compromised.   | Yes<br><b>Below ground – in basement level</b> |
| <i>Side and Rear Boundary Setbacks</i> |  |  |
| I                                      | Setbacks maintain a reasonably consistent relationship between buildings, allotment boundaries and adjacent development and limit overlooking of neighbouring buildings and private recreation areas.  | Yes  |
| II.                                    | A 900mm minimum setback from side and rear boundaries for walls of less than 3.0 metres in height  | Yes<br>GF: 0.9m                                |
| III.                                   | A 1.5 metre minimum setback from side and rear boundaries for walls greater than 3 metres in height.   | Yes<br>FF: 1.5m                                |
| IV.                                    | Buildings sited within a building envelope determined by a plane projected at an angle of 45 degrees over the site from a height of 4.5m above natural ground level along the side and rear  |  |

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|    |      |  |            |
|----|------|--|------------|
|    |      | boundaries of the land, subject to the matters listed below.   |            |
|    | (i)  | Minor encroachments to the minimum setback are considered on their merits for elements such as eaves, pergolas, electricity or gas meters, steps, ramps or the like;   | N/A        |
|    | (ii) | Side setbacks for buildings containing 2 storeys are determined by the building envelope, and the ability of the development to comply with Solar Access and Privacy requirements as set out in sections 2.4 and 2.7 of this Plan.               | Yes        |
| V. |      | Buildings sited in a manner, which is consistent with the principles contained in the Streetscape Analysis included in Appendix 1, and maintains or enhances the existing streetscape, particularly where there is an established building line. | Yes        |
|    |      | <i>Basement Setbacks</i>   |            |
| I  |      | The outer walls of basements shall comply with the setbacks required in this section.  | Yes<br>>2m |
|    |      | <i>Setback from Easements</i>  |            |
| I  |      | Buildings and structures are at least one metre from any easement or public sewer main as required by the Sydney Water Corporation. Development also complies with the Corporation's requirements for building over or adjacent to sewer mains.  | Yes        |

**Comments:** The proposal complies with the above requirements in terms of minimum lot size, site coverage, frontage, and front, side and rear setback.

### 2.3: Density, Bulk and Scale

| 2.3    | Objectives  | Satisfactory              |
|--------|---|---------------------------|
| A.     | To ensure that residential development is of a type, height and scale that is generally compatible with or which improves the existing scale, appearance and character of the existing buildings in the street; | Yes                       |
| B.     | To maintain a residential density that is compatible with the established built environment and streetscape;  | Yes                       |
| C.     | To ensure that overshadowing and overlooking of private yard spaces, windows in adjoining living areas and public space is minimised.   | Yes                       |
| 2.3    | Development Standards   | Complies                  |
| 2.3.1. | The maximum floor space ratio for dual occupancy developments (attached and detached) is 0.5:1. This excludes the area of any carport or garage.  | N/A<br>SLEP 2012 prevails |

**Comments:** The proposed development is appropriately massed and complies with the maximum floor space ratio prescribed in the SLEP 2012.

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**2.4: Energy Efficiency and Water Conservation**

| <b>2.4 Objectives</b> |   | <b>Satisfactory</b> |
|-----------------------|---|---------------------|
| <b>A.</b>             | <i>To achieve a high level of energy efficiency in the design of new dual occupancy dwellings and in the design of alterations and additions to existing dwellings.</i>           | <b>Yes</b>          |
| <b>B.</b>             | <i>To locate buildings and open space areas so that existing and proposed dwellings will have reasonable access to sunlight, shade and have optimal outlook and aspect</i>        | <b>Yes</b>          |
| <b>C.</b>             | <i>To achieve energy smart urban housing, using passive solar design, that provides residents with all year round comfort and reduces energy consumption</i>                      | <b>Yes</b>          |
| <b>D.</b>             | <i>To conserve water via the use of rainwater tanks and water-saving appliances.</i>  | <b>Yes</b>          |
| <b>E.</b>             | <i>To encourage the use of devices which promote energy efficiency and water conservation and which respect the residential qualities of the areas in which they are located.</i> | <b>Yes</b>          |
| <b>F.</b>             | <i>To promote the reduction of greenhouse gas emissions through ensuring a thermally efficient building envelope and the use of greenhouse gas friendly hot water systems.</i>    | <b>Yes</b>          |
| <b>G.</b>             | <i>To encourage building materials and insulation, which assist in thermal performance and maintain internal comfort levels.</i>  | <b>Yes</b>          |
| <b>H.</b>             | <i>To encourage recycled building materials where appropriate.</i>  | <b>Yes</b>          |

| <b>2.4 Development Controls</b> |  | <b>Complies</b>                |
|---------------------------------|--|--------------------------------|
| <u>House Energy Rating</u>      |  |                                |
| <b>2.4.1.</b>                   | 1 All proposals for dual occupancy dwelling houses achieve a minimum House Energy Rating of 3.5 stars (using Nationwide House Energy Rating Software NatHERS or equivalent), assessed by an accredited HMB Assessor - accredited by the House Energy Rating Management Body (HMB). | <b>Yes</b>                     |
|                                 | 2 Alterations and additional to dual occupancy dwelling houses achieve minimum levels of insulation under Australian Standards AS 2627.1-1993 Thermal insulation of dwellings for ceiling, roof and walls.   | <b>Yes</b>                     |
|                                 | 3 Appropriate shading devices for protection against summer heat have been included to living areas, bedrooms and all north facing windows of each dwelling.   | <b>Yes</b>                     |
| <u>Solar Access</u>             |  |                                |
| <b>2.4.2.</b>                   | 1 Site layout and design ensures:  |                                |
|                                 | (i) Reasonable solar access to the site;   | <b>Yes</b>                     |
|                                 | (ii) The protection of solar access to neighbouring properties;  | <b>Yes</b><br><b>See below</b> |

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|   |       |   |                                |
|---|-------|---|--------------------------------|
|   | (iii) | Buildings to maximise the benefits of solar access in terms of reducing winter heat loss and the impact of summer afternoon sun   | <b>Yes</b>                     |
|   | (iv)  | Adequate natural light to the living areas of dwellings for normal domestic duties  | <b>Yes</b>                     |
|   | (v)   | Orientation to the north, with priority in dwelling layout being given to living areas and bedrooms   | <b>Yes</b>                     |
| 2 |       | Dual occupancy developments are designed to maximise solar access to living areas and private open space.   |                                |
|   | (i)   | Main living areas and at least 50 per cent of the principal private open space of each dwelling have 4 hours of sunlight between 9am and 3pm on June 22 (winter solstice)   | <b>Yes</b>                     |
|   | (ii)  | Sunlight access to the main living areas and principal private open space of adjacent properties is not unreasonably reduced by the proposal  | <b>Yes</b><br><b>See below</b> |
| 3 |       | In the case of alterations or additions to existing dwellings, solar access to the windows of habitable rooms and to the majority of private open space are substantially maintained or achieved for a minimum period of 4 hours between 9.00am and 3.00pm at the winter solstice (June 22).  | <b>Yes</b>                     |
| 4 |       | Where already existing, solar access to the windows of habitable rooms and to the majority of private open space of adjoining properties are substantially maintained or achieved for a minimum period of 4 hours between 9.00am and 3.00pm at the winter solstice (June 22).   | <b>Yes</b>                     |
| 5 |       | Solar access to existing neighbouring solar collectors including solar hot water systems and photovoltaic systems are maintained or enhanced.   | <b>Yes</b>                     |
| 6 |       | Shadow diagrams for 9am, midday and 3pm for 22 December (summer equinox) and 22 June (winter solstice) show:  | <b>Yes</b>                     |
|   | (i)   | Shadows cast by the existing structures on the site, including the dwelling, outbuildings, fences and any significant trees (including where those shadows extend off the site onto adjoining properties); and  | <b>Yes</b>                     |
|   | (ii)  | Shadows cast by the structures on the site when the proposed development is complete, (including where those shadows extend off the site onto adjoining properties) including an indication of where these shadows differ from those cast by the existing structures.<br><br>Note: Shadow casts in elevation to determine the extent of overshadowing may be required if windows of adjoining buildings are affected. | <b>Yes</b>                     |
| 7 |       | Shadow Diagrams are in accordance with the Department of Environment and Planning's (now Department of Planning) 'Technical Bulletin 13: Sunlight Indicators'.  | <b>Yes</b>                     |

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Natural Space Heating and Cooling

|        |   |   |     |
|--------|---|---|-----|
| 2.4.3. | 1 | Artificial heating and cooling devices are minimised  | Yes |
|        | 2 | Dual Occupancy dwelling houses are designed/oriented in a manner which minimises heat gain during summer and maximises solar access during winter | Yes |
|        | 3 | The need to artificially heat each dwelling during winter is minimised.   | Yes |
|        | 4 | The need to artificially cool a dwelling during summer is minimised.  | Yes |
|        | 5 | Council discourages the use of domestic solid fuel combustion heaters.  | Yes |

Natural Lighting

|        |   |  |     |
|--------|---|--|-----|
| 2.4.4. | 1 | The need to artificially light each dwelling during the day is minimised by allowing as much natural light as possible to enter the building | Yes |
|--------|---|--|-----|

Building Materials

|        |   |  |     |
|--------|---|--|-----|
| 2.4.5. | 1 | Building materials and insulation that assist in providing acceptable thermal conditions are used wherever possible. | Yes |
|        | 2 | Materials of high thermal mass are used for living areas and located to receive maximum sun during cooler months.    | Yes |
|        | 3 | Existing buildings, which are in sound condition, can be converted in whole or in part for dual occupancy dwellings. | Yes |

Water Management

|        |  |   |   |     |
|--------|--|---|---|-----|
| 2.4.6. | <i>Greenhouse Gas Friendly Hot Water Systems</i> |   |   |     |
|        | 1  | The greenhouse gas friendly hot water system achieves a minimum 3.5 SEDA Hot Water Greenhouse Score. Systems comply with the requirement listed in table 2.4.6.1. | Yes   |     |
|        | 2  | The installation and use of electric or gas boosted solar hot water systems is encouraged.  | Yes   |     |
|        | 3  | Installation details of proposed solar hot water systems include:   |   |     |
|        |  | a.  | Position on roof and orientation                            | Yes |
|        |  | b.  | Type of system – eg split system, direct or indirect system | Yes |
| c.     | Size of system and colour of tank and collectors | Yes   |   |     |

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|                                  |    |   |            |
|----------------------------------|----|---|------------|
|                                  | d. | Specifications for attaching the system to the host structure   | <b>Yes</b> |
|                                  |    | Solar water heaters should generally be located below the ridge line of a roof and, where possible, should be located on a section of roof that is not visible from the street.   | <b>Yes</b> |
| 4                                |    | All new or replacement hot water systems include a mixing device which delivers hot water at a maximum temperature of 50 degrees Celsius to all taps, shower heads and other outlets.   | <b>Yes</b> |
| <i>Water Saving Devices</i>      |    |   |            |
| 1                                |    | Development is fitted with appliances and plumbing hardware which have a "AAA" Australian Standards Water Conservation Rating and meet the manual of Assessment Procedure for Water Efficient Appliances SAA MP64-1995                                  | <b>Yes</b> |
| <i>Mandatory Rainwater Tanks</i> |    |   |            |
| 1                                |    | A rainwater collection tank of at least 1000 litres capacity for each dwelling is included in the application. The use of tank water for outdoor purposes have the effect of 'saving' higher-grade water.   | <b>Yes</b> |
| 2                                |    | Subject to the conditions indicated in Schedule 13 of the Strathfield Planning Scheme Ordinance (SPSO), Domestic water tanks with a capacity of 3000 litres or less are classified as Exempt development and therefore do not require Council approval. | <b>Yes</b> |
|                                  |    | The following controls apply to all water tanks that are not classified as Exempt development under the SPSO:   | <b>Yes</b> |
|                                  | a. | The water tank(s) is located behind the dual occupancy dwellings or behind the front building line to reduce visibility from the street.  | <b>Yes</b> |
|                                  | b. | The water tank(s) and any associated support structure and plumbing is the same colour as each dwelling or a colour which complements each dwelling.  | <b>Yes</b> |
| 3                                | c. | The water tank(s) is located at least 900mm from any property boundary.   | <b>Yes</b> |
|                                  | d. | The top of the tank(s) is located below the top of the nearest fenceline or 1.8 metres, whichever is the lesser.  | <b>Yes</b> |
|                                  | e. | The water tank(s) is positioned to collect rainwater which falls on the roof of the dwelling. Tank water is used for non-drinking/nonconsumption purposes only. Taps are clearly marked 'NOT FOR DRINKING'.   | <b>Yes</b> |
|                                  | f. | Overflow from the water tank(s) is piped directly to the approved stormwater drainage system.   | <b>Yes</b> |

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|               |                                |  |     |
|---------------|--------------------------------|--|-----|
|               | g.                             | Plumbing from the water tank(s) is kept separate from the reticulated water supply system.   | Yes |
|               | h.                             | The water tank(s) inlet is to be screened to prevent entry of any foreign/animal matter and insects. The water tank(s) is enclosed.                                      | Yes |
|               | i.                             | No part of the water tank(s) or support stand rests on a wall footing.   | Yes |
|               | j.                             | The water tank(s) is installed in accordance with the manufacturer's specifications.   | Yes |
|               | k.                             | The design of any water tank(s) support structure is in accordance with the requirements of a qualified practising structural engineer or to the maker's specifications. | Yes |
|               | l.                             | A pump associated with the tank(s) is housed in an enclosure and is no louder than 5dBA above background noise levels.   | Yes |
| <b>2.4.7.</b> | <u>Energy Smart Appliances</u> |  |     |
|               | 1.                             | The use of top star rated energy smart appliances and lighting is included.  | Yes |
|               | 2.                             | The Label Star Energy Rating System gives a rating to a range of appliances based on their energy efficiency. The more stars you see, the more efficient the model.      | Yes |
|               | 3.                             | The use of natural lighting is maximised wherever possible.  | Yes |

**Comments:** The proposed dual occupancy complies with the relevant requirements associated with energy and water sustainability. A condition of consent is recommended to ensure BASIX commitments are fulfilled in accordance with the submitted BASIX certificate.

The proposed development will have overshadowing impacts on the south-adjacent neighbour at No. 18 Wentworth Street. As mentioned above, the west-east orientation of the site greatly influences this impact. It is noted that a large, two (2) storey industrial building also contributes to this impact.

The location and maximum height of the proposed dual occupancy (of 8.5m) assists in reducing overshadowing. Further, the cut-out design of the side elevations to create the side courtyards and the 1.5m side setback of the first floor further minimise this impact. Despite the above design considerations, the proposed development will result in less than three (3) hours of solar access to the north-facing windows of the front living and rear family rooms on the ground floor of the dwelling at No. 18 Wentworth Street. It is noted that the west-facing window in the front living room and the east-facing sliding doors in the family/dining room of this neighbour can receive up to three (3) hours of solar access. The living room of the secondary dwelling will receive limited solar access though much of the overshadowing is attributed to the neighbouring industrial building. Notwithstanding the above, the private open space of south-adjacent neighbour will continue to receive at least three (3) hours of solar access.

On balance, whilst the proposed development will have overshadowing impacts on No. 18 Wentworth Street, these impacts are considered acceptable and reasonable considering that the proposed dual occupancy:



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- Is located appropriately, being orientated and in-line with other buildings along the eastern side of Wentworth Street;
- Is not an excessive built form, is appropriately massed and is well below the maximum building height and floor space ratio development standards;
- Is compliant with the minimum setback controls under the SCDCP 2005;
- Comprises some design elements that assist in minimising overshadowing include cut-out areas along the side elevations, a predominantly flat roof and a staggered frontage. A condition is recommended to ensure the side courtyards are completely open and unroofed; and
- Has been designed in a reasonable manner that attempts to minimise overshadowing impacts whilst ensuring the key site constraints that affect solar access (which are the west-east orientation of the site and the adjoining large industrial building) have been considered.

Notably, the internal living areas and private open spaces of both attached dwellings (the southern dwelling, in particular) are able to receive a minimum of three (3) hours solar access during mid-winter thereby also demonstrating consideration of the west-east aspect of the site.

**2.5: Streetscape and Building Orientation and Materials**

| <b>2.5</b>   | <b>Objectives</b>  | <b>Satisfactory</b>            |
|--------------|--|--------------------------------|
| <b>A.</b>    | <i>To provide design solutions which will assist in achieving residential development which is attractive, functional and convenient for residents</i>   | <b>Yes</b>                     |
| <b>B.</b>    | <i>To ensure street facing facades incorporate appropriate decorative elements to provide interest to the development and address the street frontage.</i>   | <b>Yes</b>                     |
| <b>C.</b>    | <i>To encourage materials used in new or altered dual occupancy developments to be compatible with an existing dwelling if applicable, adjoining dwelling houses and the streetscape in terms of type, form and colour.</i>                            | <b>Yes</b>                     |
| <b>2.5</b>   | <b>Guidelines</b>  | <b>Complies</b>                |
| <b>2.5.1</b> | New development is compatible with the predominant character and architectural detail of existing residential development in the street and with any existing building to be retained on the site. New development also addresses the street frontage. | <b>Yes</b><br><b>See below</b> |
| <b>2.5.2</b> | In areas where one period or style of architecture predominates, new development is to reflect either that style or the main stylistic features.   | <b>Yes</b>                     |
| <b>2.5.3</b> | Building materials, finishes and colours are sympathetic with the materials, finishes and colours of any existing buildings to be retained, adjoining buildings and buildings in the streetscape.  | <b>Yes</b>                     |
| <b>2.5.4</b> | In order to maintain the character of the Municipality, the preferred finish of buildings are face brick and tile. The following requirements apply to brickwork:  |                                |
|              | a. Dark and light toned bricks of different colours are not used together in the same brickwork.   | <b>No</b>                      |
|              | b. Darker and lighter toned bricks of the same colour may be used in brickwork where the colour and appearance of the different tones add interest and are sympathetic to the streetscape.   | <b>No</b>                      |
|              | c. Mottled colours and mottled tones of the same colour in the composition of individual bricks, may be used in brickwork where the colours and appearance are sympathetic to the streetscape.   | <b>No</b>                      |

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|       |   |     |
|-------|---|-----|
| 2.5.5 | All building elements are integrated in design detailing, including the design of carports, garage openings, verandah and balcony balustrades, gateways and fencing.  | Yes |
| 2.5.6 | Cement rendering or textured finish are only used where brick and tile colours cannot be matched. Colours used on the proposed finishes are natural/subdued tones do not detract from the streetscape. Where cement rendering or textured finishes are proposed to be used, the colours of the proposed finishes are to be provided by way of colour charts submitted with the development application. | Yes |
| 2.5.7 | Council will consider the use of other materials provided the applicant has considered the following:   |     |
| a.    | The aims and objectives of Part B are not compromised.  | Yes |
| b.    | The materials are compatible and sympathetic with the streetscape and the dwelling style.   | Yes |
| d.    | For first floor additions in brick cannot be supported by existing ground floor foundations. An engineer's certificate must accompany such applications.  | Yes |
| e.    | Non-tile roofing materials are architecturally appropriate to the style of the dwelling and the locality.   | Yes |
| 2.5.8 | The dwelling/s facing the street frontage have their entry readily apparent from the street so as to convey a sense of individual street address  | Yes |
| 2.5.9 | Garages and parking structures, are sited and designed not to dominate the street frontage  | Yes |
|       | <u>Front fences</u>   |     |
| 1.    | Fences and gates are sympathetic to the design of the development to maintain and unify the character of both the dwellings and the street.   | Yes |
| 2.    | Front fences or side fences forward of the building line do not exceed a height of 900mm.   | Yes |
| 6.    | Provision is made for access to public utility installations by the relevant authorities. If the gate is locked, an intercom system is provided at the front gate.  | Yes |

**Comments:** The proposed dual occupancy features basement level parking, a predominantly off-white ('Surfmist') brick render and a flat, dark bronze metal flat roof (refer to Figures 19 to 21). Additional detailing to the façade comprises dark grey ('Ironstone') brick render, brown aluminum screening and transparent glass balustrades (refer to Figures 19 to 21). In general, the basement level, brick render and flat roof when considered as separate elements, are not compatible with the streetscape as these are not commonly observed. However, in consideration of all design components in combination, as well as the unique context of the site and the surrounding locality, the overall design is regarded as compatible with the streetscape. The dominant colour of off-white ('Surfmist') is consistent with the lighter finishes presented in the street. The glass balustrades have also been noted in some of the two (2) storey dwellings along Wentworth Street. The minimal width of the driveway leading to the basement level, as well as the generous setbacks of the garaging provides sufficient areas in the front setback to screen this level with dense landscaping treatments. Conditions will be imposed to provide garden beds across the front setback and to install two (2) canopy trees in the road reserve, adjacent to the new crossing. These will further

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assist in screening the basement and balancing the proposed structural elements visible from Wentworth Street.

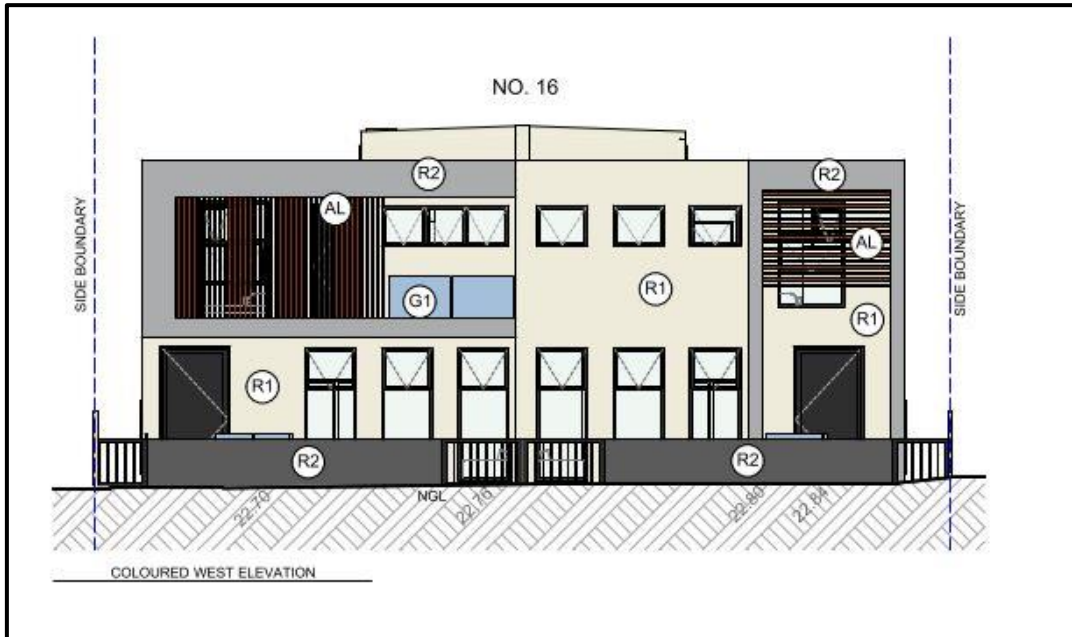


Figure 19: Colours and Finishes indicated on Western (Front) Elevation

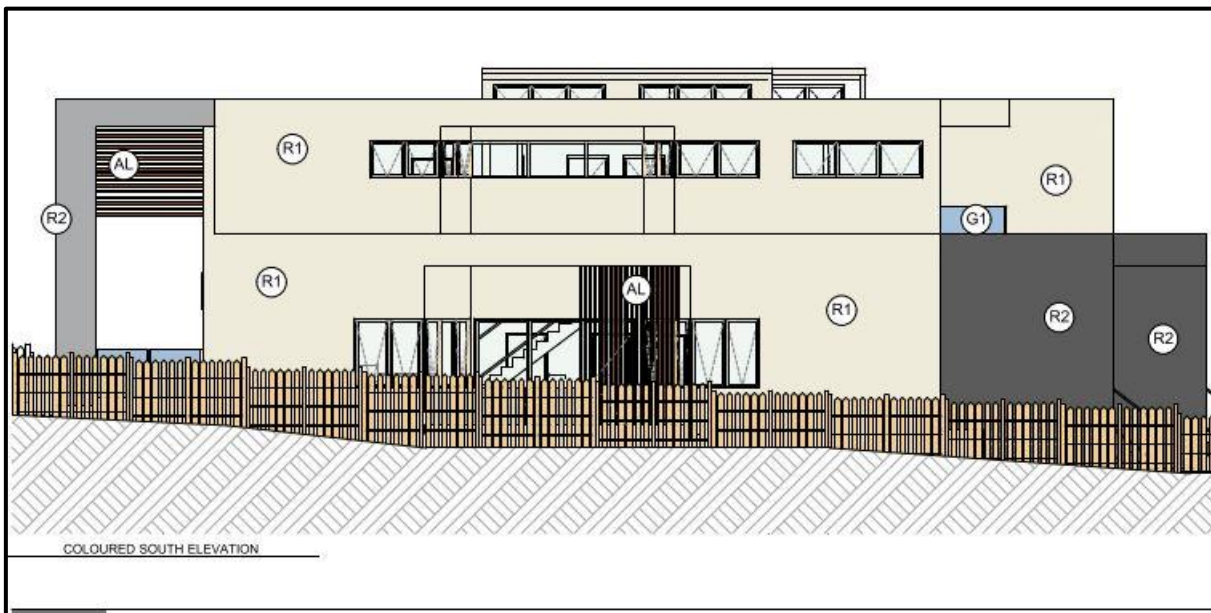


Figure 20: Colours and Finishes indicated on Southern Elevation

The proposed front fencing will feature a dark grey ('Ironstone') brick render and a maximum height of 0.9m. (refer to Figures 19 and 21). The recessive tone and minimal height of this fence demonstrates compliance with the above requirements and ensures that the final design of the proposal incorporates minimal structural elements in the front setback. This is considered an appropriate and supportable outcome.

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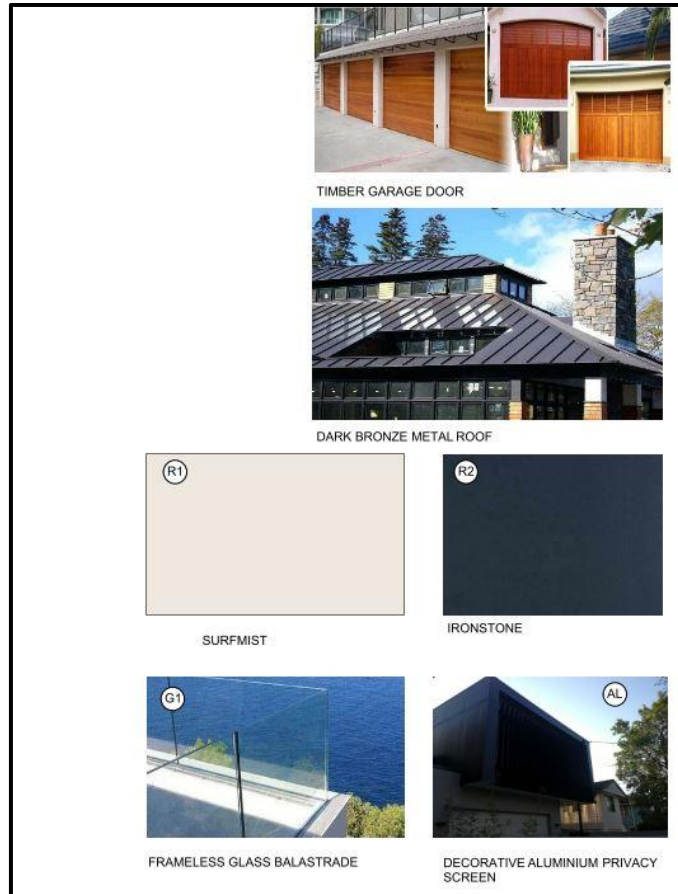


Figure 21: Palette of Material and Colour Finishes

**2.7: Open Space and Landscaping**

| 2.7   | Objectives   | Satisfactory                             |
|-------|--|--|
| A.    | To ensure that adequate land is provided around the building for landscaping, ventilation and sunlight penetration between dwellings   | Yes                                      |
| B.    | To ensure open landscaped space relates well to the living areas of dwellings  | Yes                                      |
| C.    | To ensure that within environmentally sensitive areas, buildings do not dominate or degrade the quality of the environment   | Yes                                      |
| D.    | To maintain the park-like vistas of the Council area   | Yes                                      |
| E.    | To retain existing vegetation where appropriate  | Yes                                      |
| 2.7   | Development Standard   | Complies                                 |
| 2.7.1 | A minimum of 40% of the site area is landscaped open space or private yard space.<br><b>Minimum landscaped open space requirement = 40% (306.84m<sup>2</sup>)</b>  | Yes<br><b>45.3% (347.7m<sup>2</sup>)</b> |
| 2.7.2 | For dual occupancy development each dwelling is immediately adjacent to and has direct access to private landscaped open space with a minimum boundary length of 4 metres and a minimum area of 40m <sup>2</sup> . | Yes                                      |
| 2.7.3 | Any landscaped area having a width and depth of less than 2 metres is  | Yes                                      |

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|       |  |     |
|-------|--|-----|
|       | not counted as part of the required landscaped open space unless densely planted for screening purposes.   |     |
| 2.7.4 | Areas used for driveways, carparking and other service areas are not included as part of the required landscaped open space.   | Yes |
| 2.7.5 | A landscape strip of 1 metre width is provided between the driveway and the boundary fence where the driveway on the adjoining property is not on the same boundary.   | Yes |
| 2.7.6 | The whole of the site other than the area of the site occupied by buildings is landscaped.   | Yes |
| 2.7.7 | For the purposes of calculating a courtyard, areas under balconies or eaves can be included where the projection or overhang does not extend more than 1500mm from the external face of the building at the courtyard level. | Yes |
| 2.7.9 | Trees and shrubs with invasive root systems are not planted over existing service infrastructure.  | Yes |

**Comments:** The proposed development complies with the above requirements including the minimum landscaped open space requirement. To further improve the visual presentation and aesthetic of the proposal when viewed from Wentworth Street, conditions are recommended to establish additional garden beds along the front setback and two (2) canopy trees in the road reserve, adjacent to the new crossing.

**2.8: Privacy and Security**

|            |   |  |
|------------|---|--|
| <b>2.8</b> | <b>Objectives</b>   | <b>Satisfactory</b>  |
| A.         | <i>To ensure the siting and design of buildings provides visual privacy for residents and their neighbours in their dwellings and open space areas</i>  | Yes  |
| B.         | <i>To provide personal and property security for residents and visitors and enhance perceptions of community safety</i>   | Yes  |
| <b>2.8</b> | <b>Guidelines</b>   | <b>Complies</b>  |
|            | The siting and layout of buildings ensure that windows and doors are designed/located to reduce direct overlooking into an adjoining dwelling. Where the windows are less than 9 metres apart from an adjoining dwelling, the windows in the proposed dwelling: | Yes  |
|            | i) are offset from the edge of the windows in the adjoining dwelling by a distance of at least 0.5 metres   | Yes  |
| 2.8.1      | ii) have a sill height of at least 1.7 metres above the floor   | No<br>A sill height of 1.5m for the first floor windows (both side elevations) is proposed.<br>See below |

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|       |   |     |
|-------|---|-----|
|       | iii) have fixed obscure glazing in any part of the window below 1.7 metres above the floor  | No  |
| 2.8.2 | Suitable screening is provided within developments when direct overlooking is likely from proposed dwellings to the private open space areas of adjacent existing dwellings, or to balcony or private open space areas of dwellings on the same allotment | N/A |
|       | The acoustic privacy of residents is considered in the context of the proposed development itself and its relationship to the surrounding. The site layout and building design ensures that:  | Yes |
| 2.8.3 | i) communal areas, parking areas, accessways and service equipment areas are separated from bedrooms and minimise the entry of high levels of external noise to dwellings   | Yes |
|       | ii) bedrooms of one dwelling do not adjoin living rooms or garages of adjacent dwellings  | Yes |
| 2.8.4 | The siting and layout of buildings ensure that buildings adjacent to public streets or spaces are designed to allow casual surveillance and should have at least one habitable room window facing that area   | Yes |

**Comments:** The proposed development will not generate significant privacy and amenity impacts. The first floor windows of the new dwelling are from bedrooms, bathrooms and a hall-way, which are considered low activity spaces. To minimise potential overlooking, the side-facing windows on the first floor are highlight (minimum sill height of 1.5m). The 1.5m side setback of the first floor and the recessed cut-out portions for the central courtyards provides a sufficient visual break-up of the scheme, thereby minimising its bulk when viewed from adjoining neighbours.

The finished floor levels of the ground floor are elevated due to the flooding characteristics of the subject site; however, these levels are not excessive and where possible, have been reduced with internal steps to minimise potential overlooking. The open, rear-facing terrace areas have solid walls along the sides and feature centrally located steps to access the rear yards. The side courtyards have a limited area and appear as transitional areas leading from the front living rooms to the dining room. These spaces generally align with either the private open space of the north-adjointing neighbour (No. 14 Wentworth Street) or a powder room window of the south-adjointing neighbour (No. 18 Wentworth Street). Considering these matters, the potential overlooking impacts associated with the ground floor are considered acceptable and reasonable.

The proposed development involves minimal changes to the natural ground levels within the rear yards, ensuring any areas/spaces of similar utility and activity adjoin each other.

## 2.9: Access and Parking

| 2.9   | Objectives   | Satisfactory |
|-------|--|--------------|
| A.    | To provide adequate off-street car parking for residents and visitors for each dwelling  | Yes          |
| B.    | To ensure that access driveways and manoeuvring areas are provided which are adequate for the convenience and safety of residents and visitors to the site   | Yes          |
| C.    | To encourage the integrated design of access and parking facilities to minimise visual and environmental impacts   | Yes          |
| 2.9   | Development Standards  | Complies     |
| 2.9.2 | For dwellings exceeding 150m <sup>2</sup> in gross floor area, an additional on-site space for the occupants is provided. Car parking spaces may be stacked, | Yes          |

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|               |   |  |
|---------------|---|--|
|               | but only to the extent of one car space behind one other for each dwelling.   | <b>Two (2) spaces provided per dwelling</b>  |
| <b>2.9.3</b>  | Dimensions of access driveways and manoeuvring areas are in accordance with the provisions of "Policy and Guidelines for Traffic Generating Developments" published by the RTA.   | <b>Yes</b>   |
| <b>2.9.5</b>  | Minimum internal dimensions of a single lock up garage are 3m x 5.5m unobstructed, with any car access opening being at least 2.4m wide.  | <b>Yes</b>   |
| <b>2.9.6</b>  | Where practicable, garage doors shall not be sited to face the street to which the building has its main frontage.  | <b>Yes</b><br><b>Garage doors would be below ground level and not highlight visible.</b> |
| <b>2.9.7</b>  | Driveways are classified as hardpaving and are included within the 65% maximum built on site coverage and frontage standards contained in Section 2.5 of Part B.  | <b>Yes</b>   |
| <b>2.9.8</b>  | Construction materials blend architecturally with the development. If concrete is used and is visible from a public road, all paved areas are coloured charcoal or brown or finished in exposed aggregate. Other paving materials will be considered on their merits. However, grasscrete (or similar) is not favoured for permanent parking spaces or for turning areas. | <b>Yes</b>   |
| <b>2.9.9</b>  | The maximum width of driveways at the property boundary is 3 metres to allow for maximum landscaped areas   | <b>Yes</b>   |
| <b>2.9.10</b> | Vehicular turning paths for garages are a minimum of 6 metres wide. Where the turning path is less, the garage is widened accordingly.  | <b>Yes</b>   |
| <b>2.9.11</b> | For sites fronting main roads, cars are able to enter and leave the site in a forward direction   | <b>Yes</b>   |
| <b>2.9.12</b> | No additional driveway installed without the prior consent of Council.  | <b>Yes</b>   |

**Comments:** The proposed development complies with the relevant requirements under the SCDCP 2005 in relation to vehicular access, parking and maneuvering.

**2.10: Site Facilities and Water Management**

| <b>2.10</b> | <b>Objectives</b>   | <b>Satisfactory</b> |
|-------------|---|---------------------|
| <b>A.</b>   | <i>To preserve and protect the amenity and property of residents, property owners and the community</i> | <b>Yes</b>          |
| <b>B.</b>   | <i>To ensure the safety of residents and the community</i>  | <b>Yes</b>          |
| <b>C.</b>   | <i>To protect the physical environment and receiving waters of the catchment;</i>                       | <b>Yes</b>          |

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|           |   |            |
|-----------|---|------------|
| <b>D.</b> | <i>To ensure that site facilities and essential services and amenities are well integrated into residential developments, and are unobtrusive</i> | <b>Yes</b> |
| <b>E.</b> | <i>To ensure that site facilities are adequate, convenient and easy to maintain</i>   | <b>Yes</b> |

| <b>2.10</b> | <b>Development Controls</b>   | <b>Complies</b>                              |
|-------------|---|--|
|             | <u>Site Drainage and Water Management</u>   |  |
| 1           | Stormwater runoff from all roof and paved surfaces is collected and discharged by means of a gravity pipe system to the Council's drainage system.  | <b>Yes</b>                                   |
| 2           | Where gravity drainage is not feasible to the street frontage, a private easement for stormwater drainage is obtained to enable gravity discharge of stormwater from the site. Where private easements are used, the Certificate of Title, both of the dominant and subservient tenement, is submitted to Council before construction certificate plans are released, to ensure that the grants of the easement have been registered and such easements must contain a clause that they shall not be extinguished without the written consent of the Council. | <b>Yes</b>                                   |
| 3           | In accordance with Council's Stormwater Management Code, the development includes a system of on-site stormwater detention and provision for overland flow of stormwater.   | <b>Yes</b>                                   |
| 4           | A Positive Covenant under Section 88E of the Conveyancing Act is created on the title of the property detailing the on-site stormwater detention system and surface flowpaths.  | <b>N/A</b><br><b>No subdivision proposed</b> |
| 5           | In accordance with Council's Stormwater Management Code the development provides and regularly maintains during construction measures to prevent sediment and polluted waters discharging from the site.  | <b>Yes</b>                                   |
| 6           | Pervious areas adjoin paved areas to reduce stormwater run-off  | <b>Yes</b>                                   |

Letterboxes

|   |   |  |
|---|---|--|
| 1 | Letterboxes suit the front fence and dwelling   | <b>Yes</b><br><b>To be conditioned</b> |
| 2 | Deliveries will only be provided to one point at each property  | <b>Yes</b><br><b>To be conditioned</b> |
| 3 | The point of delivery should entail the least possible deviation by delivery staff from the public footpath | <b>Yes</b><br><b>To be conditioned</b> |
| 4 | Letterboxes are between 900mm and 1200mm from the ground  | <b>Yes</b><br><b>To be conditioned</b> |



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|   |  |                          |
|---|--|--------------------------|
| 5 | Letterboxes are included in or on the structure of the front fence or are a separate structure located within the property along the pedestrian accessway  | Yes<br>To be conditioned |
| 6 | Letterboxes are in clear view from the public footpath and not surrounded by trees, shrubs and rocks that make it difficult to deliver mail  | Yes<br>To be conditioned |
| 7 | Letterboxes have Australia Post approved minimum dimensions:   |                          |
|   | (i) 230mm wide   | Yes<br>To be conditioned |
|   | (ii) 330mm long  | Yes<br>To be conditioned |
|   | (iii) 160mm high   | Yes<br>To be conditioned |
|   | (iv) the slot is the full width of the box (230mm), 30mm deep and is positioned at least 130mm above the base of the box   | Yes<br>To be conditioned |
| 8 | In all developments, the existing house number is retained. One dwelling has an 'A' number and the second dwelling has a 'B' number  | Yes<br>To be conditioned |
|   | <u>Clothes Drying Facilities</u>   |                          |
| 1 | Each dwelling contains a separate laundry of sufficient area to contain at least one washtub and clothes washing facilities - and if a clothes dryer is not provided, external clothes drying areas are provided. All such external clothes drying areas are completely screened from any public road. | Yes                      |

**Comments:** The proposal will be conditioned to comply with the above letter box requirements (as indicated). Clothes drying facilities have been provided in the rear yards of each attached dwelling.

**2.11: Section 94 Contributions**

| 2.11 | Development Controls  | Complies                 |
|------|---|--------------------------|
| 1    | Council has the ability under the EP&A Act to charge a developer/applicant a monetary contribution towards the provision of community infrastructure such as open space, traffic management and community facilities. (Refer to Council's Section 94 Developer Contributions Plan). | Yes<br>To be conditioned |

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**2.13: Excavation of Sites**

| <b>2.13</b>   | <b>Development Controls</b>   | <b>Complies</b> |
|---------------|---|-----------------|
| <b>2.13.1</b> | All areas of excavation are setback from property boundaries in accordance with the building setbacks required in section 2.2 – Front Setbacks and Side and Rear Boundary Setbacks. No cut is made to the ground within the required setbacks.      | <b>Yes</b>      |
| <b>2.13.2</b> | The work does not affect or undermine the soil stability or structural stability of any buildings on adjoining properties. Adequate precautions will be undertaken during excavation to ensure there is no soil subsidence or slip.                 | <b>Yes</b>      |
| <b>2.13.3</b> | The provisions of the Building Code of Australia are complied with to ensure that earthworks will be carried out safely and avoid potential damage to adjoining structures and property through soil collapsing or subsiding during building works. | <b>Yes</b>      |
| <b>2.13.4</b> | All excavations and backfilling associated with the erection or demolition of a building are executed safely and in accordance with appropriate professional standards  | <b>Yes</b>      |
| <b>2.13.5</b> | All excavations associated with the erection or demolition of a building must be properly guarded and protected to prevent them from being dangerous to life or property.   | <b>Yes</b>      |
| <b>2.13.6</b> | A dilapidation report is provided for all buildings, which adjoin proposed excavation areas   | <b>N/A</b>      |

**Comments:** Conditions will be imposed to ensure appropriate developer contributions are provided.

The proposed development complies with the relevant requirements under the SCDCP 2005 with regard to excavation.

**PART Q – URBAN DESIGN CONTROLS****2.2: Streetscape**

| <b>2.2.1</b> | <b>Objectives</b>  | <b>Satisfactory</b> |
|--------------|--|---------------------|
| <b>A.</b>    | To ensure that all development contributes positively to the street and locality.  | <b>Yes</b>          |
| <b>B.</b>    | To ensure new development responds to, reinforces and sensitively relates to the spatial characteristics of the existing urban environment.                              | <b>Yes</b>          |
| <b>C.</b>    | To increase the legibility of streetscapes and urban spaces so that the interrelationship between development and the Public Domain is visually coherent and harmonious. | <b>Yes</b>          |
| <b>D.</b>    | To maximise opportunities for buildings to define the Public Domain.   | <b>Yes</b>          |
| <b>E.</b>    | To encourage attractive street frontages and improve pedestrian amenity  | <b>Yes</b>          |
| <b>2.2.2</b> | <b>Development Controls</b>  | <b>Complies</b>     |
| <b>1.</b>    | Building height at the street frontage and building alignment must maintain a compatible scale with adjacent development, whilst having                                  | <b>Yes</b>          |

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|     |  |     |
|-----|--|-----|
|     | regard to this Plan's height controls;   |     |
| 2.  | Buildings and fences must be designed to complement and/or visually improve existing streetscapes  | Yes |
| 3.  | Development must respond and sensitively relate to the broader urban context including topography, block patterns and subdivision, street alignments, landscape, views and vistas and the patterns of development within the area.                         | Yes |
| 4.  | Building design and landscaping must be in harmony with the form, mass and proportions of the streetscape.   | Yes |
| 5.  | New buildings must recognise and reinforce the elements of facades within the street. Designs must have regard to the horizontal and vertical proportions of building elements which create the visual scene   | Yes |
| 6.  | New buildings must recognise and reinforce the elements of facades within the street. Designs must have regard to the horizontal and vertical proportions of building elements which create the visual scene   | Yes |
| 7.  | Buildings on corner sites must be designed and articulated to address each street frontage and must define corners (refer Figure 4).   | Yes |
| 8.  | Development adjoining land use zone boundaries must provide a transition in form, height, scale, appearance, materials and setbacks with adjoining development and the Public Domain   | Yes |
| 9.  | Buildings must be constructed of suitably robust and durable materials which contribute to the overall quality of the streetscape  | Yes |
| 10. | The use of security devices, such as roller shutters or grilles on shopfronts, shall not compromise natural surveillance of streets and public places. Solid roller shutters will not be permitted as security devices on shop fronts (windows and doors). | Yes |
| 11. | Where side setbacks are an important part of the local streetscape character, these are to be maintained   | Yes |

**Comments:** As mentioned previously, the proposed development will introduce a modern style residential building to the streetscape. However, in context of being adjacent to a dominant industrial precinct, surrounded by several low scale, fibro/timber clad cottages, within 400m of other contemporary buildings including similarly sized, and designed dual occupancy developments; the overall scheme is considered an appropriate planning outcome. The proposed development appropriately responds to the unique context of the site as well as its constraints. It will reflect the existing and desired streetscape variants in both housing design and types featured along Wentworth Street and within the suburb of Greenacre.

#### 2.4: Building Envelope

|              |   |                     |
|--------------|---|---------------------|
| <b>2.4.1</b> | <b>Objectives</b>   | <b>Satisfactory</b> |
| A.           | To ensure the scale and bulk of future development is compatible with site conditions, surrounding development and the existing and desired future character of the streetscape and locality. | Yes                 |
| <b>2.4.2</b> | <b>Development Controls</b>   | <b>Complies</b>     |
| 1.           | The bulk and scale of any development must reflect the existing and future character of the existing street and surrounding locality  | Yes                 |
| 2.           | The bulk and scale of any development must be compatible with the amenity of the immediately and surrounding locality.  | Yes                 |
| 3.           | Buildings must not be designed to be outside the building envelope  | Yes                 |

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|   |
|---|
| even if they do not achieve 100% of the permissible Gross Floor Area (GFA) or maximum height permitted. |
|---|

**Comments:** The proposed development is appropriately massed and scaled and is not considered an overdevelopment of the site. It is well within the maximum building height and floor space ratio as prescribed in the SLEP 2012.

**2.5: Building Massing and Scale**

| 2.5.1 | Objectives  | Satisfactory |
|-------|---|--------------|
| A.    | To ensure buildings are compatible in form relative to the spatial characteristics of the local area.   | Yes          |
| B.    | To ensure building mass and form reinforces, complements and enhances the visual character of the street.   | Yes          |
| C.    | To ensure the building height and mass preserves and enhances the Public Domain, neighbourhood amenity, and site characteristics.   | Yes          |
| D.    | To ensure that where changes in building scale, mass and/or height is proposed, it occurs in a manner that is sensitive to amenity issues of surrounding or nearby development.               | Yes          |
| 2.5.2 | Development Controls  | Complies     |
| 1.    | Buildings must be of a height that responds to the topography and shape of the site.  | Yes          |
| 2.    | Buildings, or their individual elements, must be appropriately scaled to reinforce the surrounding character  | Yes          |
| 3.    | Building heights are to be reduced and setbacks increased to provided appropriate transitions to heritage buildings and places or sensitive uses such as public recreation areas and schools. | N/A          |
| 4.    | The proportion and massing of buildings must relate favourably to the form, proportions and massing of existing and proposed building patterns in the street.                                 | Yes          |
| 5.    | Building height and mass must not result in loss of amenity to adjacent properties, open space or the Public Domain.  | Yes          |
| 6.    | The form and massing of buildings must provide a transition between adjoining land use zones and building types.  | Yes          |
| 7.    | Building form and massing must support individual and communal entries.   | Yes          |

**Comments:** The proposed development is appropriately massed and scaled and is not considered an overdevelopment of the site. It is well within the maximum building height and floor space ratio as prescribed in the SLEP 2012. The proposed development steps down with the natural topography of the site whilst maintaining an appropriate floor level for habitable spaces within flood prone land.

**2.8: Roof Forms**

| 2.8.1 | Objectives   | Satisfactory |
|-------|--|--------------|
| A.    | To treat roof spaces and forms as an important element of the overall building appearance.   | Yes          |
| B.    | To encourage roof forms that provide continuity and consistent character in the streetscape. | No           |

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|              |   | See below       |
|--------------|---|-----------------|
| C.           | To encourage roof designs that integrate with the building composition and form.  | Yes             |
| <b>2.8.2</b> | <b>Development Controls</b>   | <b>Complies</b> |
| 1.           | Plant and lift overrun structures must be incorporated into the roof design. Plant equipment, vents or lift over-runs or solar energy and stormwater collectors are to be designed to avoid visibility from the surrounding spaces and buildings. | N/A             |
| 2.           | The roof is to be designed to provide for rainwater and solar energy collection.  | Yes             |
| 3.           | The proposed roof form shall minimise the appearance of bulk and scale of the building and be treated as an important architectural element in the street, which can reinforce continuity and character   | No<br>See below |
| 4.           | Roof forms are to respond to the neighbouring roofs, in particular in terms of scale and pitch. Roof forms should complement, but not necessarily replicate the predominant form in the locality and in particular those of adjacent buildings.   | No<br>See below |
| 5.           | Roofs must be designed to avoid or minimise loss of views from adjacent and nearby properties and public spaces, however, this does not justify a roof form that is inconsistent with the prevailing streetscape character.                       | Yes             |
| 6.           | Attics are to be designed to fit within the building envelope with the exception of dormer windows.   | N/A             |

**Comments:** The proposed development will involve a modern style façade with a flat metal roof. This element will be visible and noticeable amongst the pitched roof forms that generally occur along Wentworth Street. However, when viewed as an entire scheme, the proposed development's appearance is considered a supportable design outcome given that it reflects the forms of development that exist within 400m of the site and the modern trends in housing design that are anticipated to occur within the vicinity.

**3.3: Visual and Acoustic Privacy**

| 3.3.1        | Objectives   | Satisfactory    |
|--------------|--|-----------------|
| A.           | To ensure that development does not cause unreasonable overlooking of habitable rooms and principal private open spaces of dwellings.      | Yes             |
| B.           | To ensure that visual privacy is provided both within a development and between a development and its neighbours.                          | Yes             |
| C.           | To ensure that the siting and design of development minimises the impacts of noise transmission between properties.                        | Yes             |
| <b>3.3.2</b> | <b>Development Controls</b>  | <b>Complies</b> |
| 1.           | New development must ensure adequate visual and acoustic privacy levels for neighbours and residents                                       | Yes             |
| 2.           | Development must be located, oriented and designed to maximise visual and acoustic privacy between buildings.                              | Yes             |
| 3.           | The internal layout of buildings must be designed to minimise overlooking of living areas, private open spaces and adjoining school yards. | Yes             |

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|    |   |     |
|----|---|-----|
| 4. | Building elements such as balconies and decks must be designed to minimise overlooking of living areas, private open spaces of adjoining dwellings and adjoining school yards   | Yes |
| 5. | The windows of dwellings must be located so they do not provide direct and close views into the windows of other dwellings, particularly those of living areas.   | Yes |
| 6. | Building design elements shall be used to increase visual and acoustic privacy such as recessed balconies and/or vertical fins between adjacent balconies, oblique windows, fencing, vegetation and louvres and pergolas which limit overlooking of lower dwellings, private open space and adjoining school yards (refer Figure 10). | Yes |
| 7. | The internal layout of buildings including windows must be designed so as to reduce the effects of noise transmission. For example, dwellings with common party walls should locate noise generating rooms such as living rooms adjacent the noise generating rooms of other dwellings  | Yes |
| 8. | Appropriate building materials shall be used to provide acoustic privacy.   | Yes |

**Comments:** This has been addressed in the above assessment under 2.8: Privacy and Security of Part B of the SCDP 2005.

**3.9: Landscaping**

| 3.9.1 | Objectives  | Satisfactory |
|-------|---|--------------|
| A.    | To enhance the existing streetscape and promote a scale and density of planting that softens the visual impact of buildings   | Yes          |
| B.    | To ensure developments make an equitable contribution to the landscape setting of the locality  | Yes          |
| C.    | To maximise the provision of open space for recreational needs of the occupier and provide privacy and shade  | Yes          |
| 3.9.2 | Development Controls  | Complies     |
| 1.    | The design, quantity and quality of open space must respond to the character of the street and surrounding area and contribute to the garden character of Strathfield.  | Yes          |
| 2.    | Existing trees within the front setback shall be retained. Front setback areas must contain at least two (2) canopy trees adjacent the front boundary and comprise at least 50% of the setback is to be for deep soil planting.   | Yes          |
| 3.    | Existing trees on Council's Road Reserve area must be retained and protected. New driveway locations that necessitate removal of a Council street tree will not be supported.   | Yes          |
| 4.    | In higher density areas the provision of adequate private open space and landscaped areas must maximise residential amenity. Site works must be minimised to protect natural features.  | Yes          |
| 5.    | Landscaping must be designed to protect the amenity of existing and future residents and minimise the impact of new development, including alterations and additions, on privacy, views, solar access and general amenity of adjoining and nearby properties including noise and vibration impacts. | Yes          |
| 6.    | Where the landscape pattern in the prevailing streetscape and   | Yes          |

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|     |  |     |
|-----|--|-----|
|     | surrounding locality is desirable, this must be retained.  |     |
| 7.  | In areas adjacent to native habitat, the design of development must be sympathetic to the natural environment in order to protect and enhance the area as habitat for native fauna   | Yes |
| 8.  | In relation to conservation and energy efficiency, plant species must be retained, selected and planted to achieve: <ul style="list-style-type: none"> <li>• shaded buildings in summer;</li> <li>• reduced glare from hard surfaces;</li> <li>• sunlight access into living rooms in cooler months;</li> <li>• cooling air currents channelled into the dwelling in summer; and</li> <li>• windbreaks where desirable.</li> </ul> | Yes |
| 9.  | Natural features on the site, such as trees, rock outcrops, cliffs, ledges, indigenous species and vegetation communities must be retained and incorporated into the design of development.  | Yes |
| 10. | Landscaping must enhance the visual setting and accentuate the design qualities of the built form. Landscaping solutions shall be used to create a screening effect for visually obtrusive land uses or building elements  | Yes |
| 11. | Trees must be planted at the front and rear of properties to encourage tree canopy, to soften the built environment and to encourage the continuity of the landscape pattern   | Yes |
| 12. | Landscaping is to be designed so as to minimise overlooking between properties.  | Yes |
| 13. | The amount of hard surface area shall be minimised to reduce run-off. Run-off from hard surfaces is to be directed to permeable surfaces such as garden beds.  | Yes |

**Comments:** This has been addressed in the above assessment under 2.7: Open Space and Landscaping of Part B of the SCDCP 2005.

**3.10: Private Open Space**

|               |  |                     |
|---------------|--|---------------------|
| <b>3.10.1</b> | <b>Objectives</b>  | <b>Satisfactory</b> |
| A.            | To ensure that private open space is designed to provide residents with quality usable private outdoor living areas for recreational and outdoor activities.   | Yes                 |
| B.            | To ensure that private open space is designed for privacy, solar access, and is well integrated with living areas.   | Yes                 |
| C.            | To provide low maintenance communal open space areas for residents that facilitate opportunities for recreational and social activities, passive amenity, landscaping and deep soil planting   | Yes                 |
| <b>3.10.2</b> | <b>Development Controls</b>  | <b>Complies</b>     |
| 1.            | Private open space must be: <ul style="list-style-type: none"> <li>• Provided for all dwellings (with the exception of secondary dwellings, which are able to share the private open space of the principal dwelling). Open space within the front setback does not constitute private open space.</li> <li>• Directly accessible from the living area of the dwelling and capable of serving as an extension of the dwelling for relaxation, entertainment and recreation. Designed to ensure visual and acoustic privacy of the occupants of adjacent buildings and within the proposed development</li> </ul> | Yes                 |

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- |  |  |  |
|--|--|--|
|  | <ul style="list-style-type: none"> <li>• Located so as to maximise solar access.</li> <li>• Designed to focus on the quality of the space in terms of its outlook, orientation, relationship to the dwelling, size and shape and its enclosure and landscape treatment.</li> </ul> |  |
|--|--|--|

**Comments:** The proposed development complies with the above requirements associated with private open space.

**4.2: Front Fences**

| 4.2.1 | Objectives   | Satisfactory |
|-------|--|--------------|
| A.    | To avoid creating inactive frontages as a result of fencing private open spaces  | Yes          |
| B.    | To ensure fences complement and conserve the visual character of the street and neighbourhood.   | Yes          |
| C.    | To contribute positively to the Public Domain.   | Yes          |
| 4.2.2 | Development Controls   | Complies     |
| 1.    | Front fences shall generally be low, open or partially transparent.  | Yes          |
| 2.    | Front fences are to be consistent with the existing character or contribute to establishing a new neighbourhood character.   | Yes          |
| 3.    | Front fences and landscaping shall allow residents to view street activity, thereby encouraging passive surveillance of the Public Domain.   | Yes          |
| 4.    | Colours and materials of new fences are to be consistent with the associated building and adjoining fences.  | Yes          |
| 5.    | Fences must respond to the architectural character of the street and/or area and the buildings that they front, with streetscape character maintained on all street frontages.                         | Yes          |
| 6.    | Front fences must not be erected where the streetscape is characterised by an absence of front fences. In these instances, landscaping shall be used to create identifiable street address and privacy | Yes          |
| 7.    | Use of continuous lengths of blank walls at street level must be avoided   | Yes          |

**Comments:** The proposed development complies with the above requirements in relation to front fencing.

**PART H - WASTE MANAGEMENT (SCDCP 2005)**

The subject application was accompanied by a Waste Management Plan prepared in accordance with Part H of the SCDCP 2005, and is satisfactory.

**4.15 (1)(a)(iia) any planning agreement or draft planning agreement**

No planning agreement has been entered into under Section 7.4 of the *Environmental Planning and Assessment Act 1979*.

**4.15 (1)(a)(iv) matters prescribed by the regulations**



**DA2019/198 - 16 Wentworth Street, Greenacre - Lot 3 DP 36122 (Cont'd)**

The requirements of Australian Standard *AS2601–1991: The Demolition of Structures* is relevant to the determination of a development application for the demolition of a building.

The proposed development involves no demolition of any structures or buildings.

DA2019/198 - 16 Wentworth Street, Greenacre - Lot 3 DP 36122 (Cont'd)

**4.15(1)(b) *the likely impacts of the development, including environmental impacts on both the natural and built environments, and social and economic impacts in the locality***

All likely impacts have been addressed elsewhere in the report, or are considered to be satisfactory and thus, do not warrant further consideration.

**4.15 (1)(c) *the suitability of the site for the development***

The proposed development is considered to be suitable for the site given that it involves a single detached dwelling with ancillary structures, ensuring that the low density residential character of the locality is preserved. The subject site does not have any significant environmental constraints that would prevent the development of a single dwelling. Therefore, the site is suitable for the proposed development.

**24.15 (1)(d) *any submissions made in accordance with this Act or the regulations***

The application was notified in accordance with Part L of the SCDCP 2005 from 2 to 16 December 2019, with one submission received from the south-adjointing neighbour (No. 18 Wentworth Street, Greenacre), raising the following concerns:

*1. Objector raised a non-compliance matter relating to the minimum setback*

Assessing officer's comments: Under Part B of the SCDCP 2005, the minimum side setback of dual occupancies is 0.9m for the ground floor and 1.5m for the first floor (or upper levels). With regard to these requirements, the proposed development complies. The setback controls for dwelling houses are stipulated in Part A of the SCDCP 2005 and differ from the controls for dual occupancies.

*2. Objector raised an issue relating to the proposed flat roof as it is not compatible with the streetscape*

Assessing officer's comments: This matter has been discussed in greater detail previously in this report (refer to discussion under 2.5: Streetscape and Building Orientation and Materials). In summary, the proposed flat roof, when viewed in conjunction with the entire front façade, is considered an appropriate design element that is compatible with the streetscape. The modern style reflects the existing newer style homes presented in the street and within 400m of the site and located in Greenacre and the future housing stock that will likely replace the conservatively sized, fibro cottages and timber clad bungalows. In context of being directly adjacent to a prominent industrial precinct, this variation in style will not likely significantly impact upon the appearance and character of the street.

*3. Objector raised concern regarding overshadowing caused by the flat roof*

Assessing officer's comments: As mentioned above, the west-east orientation of the lots on the eastern side of Wentworth Street result in overshadowing effects on the southern lots. The proposed development has been designed, sited and orientated to mitigate overshadowing – with an appropriate alignment with other buildings on this side of the street and compliance with height, floor space ratio, site coverage and setback requirements under Council policy. The proposed development has clearly demonstrated reasonable attempts to minimise overshadowing.

Some of the overshadowing in the ground floor spaces with a northern aspect will occur due to the proposed development. However, given the above, these impacts are considered reasonable. A pitched roof will unlikely result in significant improvements or changes to these impacts due to the spaces being contained on the ground floor.

**DA2019/198 - 16 Wentworth Street, Greenacre - Lot 3 DP 36122 (Cont'd)**

There will be some overshadowing of the windows in the front-facing bedroom on the first floor; however, this bedroom will still receive ample solar access via the west-facing window. The study room is the only space on the first floor that will be adversely impacted. This space is not considered a living space and any impacts upon this space are considered reasonable.

**4. Objector raised concern with regard to privacy impacts due to raised levels**

Assessing officer's comments: The proposed dual occupancy responds appropriately to the flooding characteristics of the site and the natural topography. This is demonstrated by the lowering of the ground floor via internal steps resulting in the height above existing ground for finished floor levels to be approximately 500-750mm. It is further noted that the side windows on the ground floor are limited to the openings to the courtyard and centralised windows for the front-facing living room, stairwell and the dining room. Any overlooking from these spaces are considered acceptable given the angled/splayed design of some of these windows and their additional setback from the property boundary.

**4.15 (1)(e) the public interest**

The public interest is served through the detailed assessment of this development application under the relevant local planning controls and legislation and consideration of any submissions received relating to it by Council. The proposed development is not considered to be contrary to the public interest.

**LOCAL INFRASTRUCTURE CONTRIBUTIONS**

Section 7.13 of the *Environmental Planning and Assessment Act 1979* relates to the collection of monetary contributions from applicants for use in developing key local infrastructure. This section prescribes in part as follows:

*A consent authority may impose a condition under section 7.11 or 7.12 only if it is of a kind allowed by, and is determined in accordance with, a contributions plan (subject to any direction of the Minister under this Division).*

**STRATHFIELD INDIRECT SECTION 7.11 CONTRIBUTIONS PLAN**

Payment of a Section 7.11 Contribution applies to the development in accordance with the *Strathfield Direct Development Contributions Plan 2010-2030*, as follows:

|  |                 |
|--|-----------------|
| Provision of Community Facilities      | \$3,013.35      |
| Provision of Major Open Space          | \$13,709.85     |
| Provision of Local Open Space          | \$3,016.96      |
| Provision Roads and traffic Management | \$Nil           |
| Administration                         | \$259.83        |
| <b>TOTAL</b>                           | <b>\$20,000</b> |

Note: The site is located in Precinct 9.

**As such, a total contribution payment of \$20,000 applies.**

**CONCLUSION**

The application has been assessed having regard to Section 4.15 of the *Environmental Planning and Assessment Act 1979*, the Strathfield Local Environmental Plan 2012 and the Strathfield Development Control Plan 2005 and is considered to be satisfactory for approval, subject to the recommended conditions of consent

**PEER REVIEW**

**DA2019/198 - 16 Wentworth Street, Greenacre - Lot 3 DP 36122 (Cont'd)**

The content and recommendation of the development assessment report has undergone peer review and is satisfactory for consideration by the Panel.

**RECOMMENDATION**

That Development Application No. DA2019/198 for construction of an attached two (2) storey dual occupancy with basement level parking at 16 Wentworth Street, Greenacre be **APPROVED**, subject to the following conditions:

**SPECIAL CONDITIONS (SC)****1. SIDE COURTYARDS (SC)**

The side courtyards must be re-designed to be completely open. No privacy screens of any type are to be installed to partially enclose these spaces.

No part of the side courtyards are to be undercover or roofed.

This modification must be included and reflected in the revised set of architectural plans and any other documentation that are to be submitted and approved by the Principal Certifying Authority prior to the issue of any Construction Certificate.

(Reason: To create an appropriate visual break-up of the built form.)

**2. STREET TREES (SC)**

Two (2) street trees, one (1) on each side of the driveway crossing, must be installed and established within the road reserve, in front of the site.

Any replacement trees must be Water Gum (*Tristaniaopsis laurina*) and must have a minimum container size of 100L.

This modification must be included and reflected in the revised set of architectural plans, landscape plan/s and any other documentation that are to be submitted and approved by the Principal Certifying Authority prior to the issue of any Construction Certificate.

(Reason: To improve streetscape compatibility and to adequately compensate for the removal of the existing street tree.)

**3. GARDEN BEDS ALONG THE FRONT SETBACK (SC)**

Garden beds (measured at least 1.5m wide) must be established across the entire front setback (except for the areas in behind the gates/pedestrian access and the driveway). These garden beds must contain tall, mature screening plants such as Lilly Pilly (*Syzygium australe*, *Acmena smithii*) and Orange Jessamine (*Murraya paniculata*); that are at least 1.5m tall and appropriately spaced to provide adequate density/coverage.

This modification must be included and reflected in the revised set of architectural plans, landscape plan/s and any other documentation that are to be submitted and approved by the Principal Certifying Authority prior to the issue of any Construction Certificate.

(Reason: To improve streetscape compatibility and screen the basement level and built form.)

**4. STEPPING STONES FOR SOUTHERN DWELLING (SC)**

**DA2019/198 - 16 Wentworth Street, Greenacre - Lot 3 DP 36122 (Cont'd)**

Any stepping stones within 500mm from the base of Crepe Myrtle (*Lagerstroemia indica*) must be deleted completely and replaced with grassed lawn area.

This modification must be included and reflected in the revised set of architectural plans, landscape plan/s and any other documentation that are to be submitted and approved by the Principal Certifying Authority prior to the issue of any Construction Certificate.

(Reason: To ensure this tree is not impacted by addition structures placed above its root system.)

**5. LETTER BOXES (SC)**

The design and location of any letter boxes must be in accordance with the relevant provisions under Council's DCP.

(Reason: To comply with Council's DCP.)

**6. UNIT NUMBERING AND ADDRESSES (SC)**

Any unit numbering and changes to the address of the dual occupancy for the site at No. 16 Wentworth Street, Greenacre, are subject to a separate application to Council.

Any unit numbering and changes to the address must be confirmed and approved by Council.

(Reason: Statutory requirement.)

**GENERAL CONDITIONS (GC)****7. APPROVED PLANS AND REFERENCE DOCUMENTATION (GC)**

The development, except where modified by a condition(s) of consent, is to be carried out in accordance with the following plans and reference documentation:

Plans affixed with Council's 'Development Consent' stamp relating to Development Consent No. DA2019/198:

| Drawing No. | Title/Description                                | Prepared by | Issue / Revision & Date | Date received by Council |
|-------------|--|-------------|-------------------------|--------------------------|
| A100        | Site Plan and Calculation Table                  | ZTA Group   | Issue B<br>10/03/20     | 12/03/20                 |
| A101        | Construction Management Plan and Demolition Plan | ZTA Group   | Issue B<br>10/03/20     | 12/03/20                 |
| A200        | General Arrangement - Basement                   | ZTA Group   | Issue B<br>10/03/20     | 12/03/20                 |
| A201        | General Arrangement – Ground Floor Plan          | ZTA Group   | Issue B<br>10/03/20     | 12/03/20                 |
| A202        | General Arrangement – Level 1                    | ZTA Group   | Issue B<br>10/03/20     | 12/03/20                 |
| A203        | Roof Plan  | ZTA Group   | Issue B<br>10/03/20     | 12/03/20                 |

## DA2019/198 - 16 Wentworth Street, Greenacre - Lot 3 DP 36122 (Cont'd)

|                   |  |                                    |                     |          |
|-------------------|--|------------------------------------|---------------------|----------|
| A300              | North Elevation                            | ZTA Group                          | Issue B<br>10/03/20 | 12/03/20 |
| A301              | South Elevation                            | ZTA Group                          | Issue B<br>10/03/20 | 12/03/20 |
| A302              | West Elevation                             | ZTA Group                          | Issue B<br>10/03/20 | 12/03/20 |
| A303              | East Elevation                             | ZTA Group                          | Issue B<br>10/03/20 | 12/03/20 |
| A304              | Front Fence /<br>Street Scape<br>Elevation | ZTA Group                          | Issue B<br>10/03/20 | 12/03/20 |
| A400              | Section AA;<br>Section BB                  | ZTA Group                          | Issue B<br>10/03/20 | 12/03/20 |
| A700              | External Finish<br>Schedule 1              | ZTA Group                          | Issue B<br>10/03/20 | 12/03/20 |
| A701              | External Finish<br>Schedule 2              | ZTA Group                          | Issue B<br>10/03/20 | 12/03/20 |
| AKT19070<br>D1    | General Notes<br>Plan                      | AKT<br>Engineering &<br>Consulting | Rev C<br>09/03/20   | 12/03/20 |
| AKT19070<br>D2    | Basement Floor<br>Plan                     | AKT<br>Engineering &<br>Consulting | Rev C<br>09/03/20   | 12/03/20 |
| AKT19070<br>D3    | Concept<br>Stormwater Plan                 | AKT<br>Engineering &<br>Consulting | Rev C<br>09/03/20   | 12/03/20 |
| AKT19070<br>D4    | OSD Details Plan                           | AKT<br>Engineering &<br>Consulting | Rev C<br>09/03/20   | 12/03/20 |
| AKT19070<br>LP100 | Landscape Plan                             | AKT<br>Engineering &<br>Consulting | Rev C<br>09/03/20   | 12/03/20 |

Reference Documentation affixed with Council's 'Development Consent' stamp relating to Development Consent No. DA2019/198:

| Title / Description                  | Prepared by                     | Issue/Revision &<br>Date | Date received by<br>Council |
|--------------------------------------|---------------------------------|--------------------------|-----------------------------|
| BASIX Certificate<br>No. 1058636M_03 | AKT Engineering &<br>Consulting | 12/03/20                 | 12/03/20                    |
| Hydraulic Design<br>Certificate      | AKT Engineering &<br>Consulting | 12/03/20                 | 12/03/20                    |

In the event of any inconsistency, the conditions of this consent shall prevail.

(Reason: To ensure that the form of the development undertaken is in accordance with the determination of Council.)

#### 8. CONSTRUCTION HOURS (GC)

No construction or any other work related activities shall be carried out on the site outside the hours of 7.00 am to 5.00 pm Mondays to Fridays and 8am to 1pm Saturdays.

No building activities are to be carried out at any time on a Sunday or public holiday.

**DA2019/198 - 16 Wentworth Street, Greenacre - Lot 3 DP 36122 (Cont'd)**

Where the development involves the use of jackhammers/rock breakers and the like or other heavy machinery, such equipment may only be used between the hours of 7.00 am - 5.00 pm Monday to Friday only.

(Reason: To maintain amenity to adjoining land owners.)

**9. CONSTRUCTION WITHIN BOUNDARIES (GC)**

The development including but not limited to footings, walls, roof barges and guttering must be constructed wholly within the boundary of the premises. No portion of the proposed structure shall encroach onto the adjoining properties. Gates must be installed so they do not open onto any footpath or adjoining land.

(Reason: Approved works are to be contained wholly within the subject site.)

**10. DEMOLITION – GENERALLY (GC)**

Alteration and demolition of the existing building is limited to that documented on the approved plans (by way of notation). No approval is given or implied for removal and/or rebuilding of any portion of the existing building which is not shown to be altered or demolished.

(Reason: To ensure compliance with the approved development.)

**11. DEMOLITION - SITE SAFETY FENCING (GC)**

Site fencing is to be erected to a minimum height of 1.8m complying with WorkCover Guidelines, to exclude public access to the site, prior to any demolition works occurring and maintained for the duration of the demolition works.

If applicable, a separate Hoarding Application for the erection of an A class (fence type) or B class (overhead type) hoarding/fencing along the street frontage(s) complying with WorkCover requirements must be obtained including:

- payment to Council of a footpath occupancy fee based on the area of footpath to be occupied and Council's Schedule of Fees and Charges before the commencement of work; and
- provision of a Public Risk Insurance Policy with a minimum cover of \$10 million in relation to the occupation of and works within Council's road reserve, for the full duration of the proposed works, must be obtained with a copy provided to Council.

(Reasons: Statutory requirement and health and safety.)

**12. LANDSCAPING - TREES PERMITTED TO BE REMOVED (GC)**

The following listed trees are permitted to be removed to accommodate the proposed development:

All trees – **one (1) street tree and four (4) site trees in total**, as shown to be removed as submitted on the approved Site Plan and Calculation Table, A100, Issue B and dated 5 March 2020, are permitted to be removed to accommodate the proposed development.

All site trees permitted to be removed by this consent shall be replaced (2 trees for each tree removed) by species selected from Council's Recommended Tree List and must have a minimum mature height of 10 metres.

## DA2019/198 - 16 Wentworth Street, Greenacre - Lot 3 DP 36122 (Cont'd)

Replacement trees shall be a minimum 50 litre container size. Trees are to conform to the NATSPEC guide and Guide for assessing the quality of and purchasing of landscape trees by Ross Clarke, 2003. Trees are to be true to type, healthy and vigorous at time of delivery and planting, shall be pest and disease free, free from injury and wounds and self-supporting; and shall be maintained until maturity.

All trees are to be staked and tied with a minimum of three (3) hardwood stakes. Ties are to be hessian and fixed firmly to the stakes, one tie at half the height of the main stem, others as necessary to stabilise the plant.

Root deflection barriers having a minimum depth of 600mm are to be installed adjacent to all footpaths and driveways.

Soil conditioner/fertilizer/moisture retention additive/s are to be applied in accordance with manufacturer's recommendations, and mixed into the backfilling soil after planting tree/s.

A minimum 75mm depth of organic mulch shall be placed within an area 0.5m from the base of the tree.

Details demonstrating compliance shall be demonstrated to the Principal Certifying Authority, prior to the issue of any Occupation Certificate.

(Reason: To ensure appropriate planting back onto the site.)

**13. ENVIRONMENTAL PROTECTION – TREE (GC)**

All street trees and trees on private property that are protected under Council's controls, shall be retained except where Council's prior written consent has been obtained. The existing Crepe Myrtle (*Lagerstroemia indica*) in the south-western portion of the site must be retained. The felling, lopping, topping, ringbarking, wilful destruction or removal of any tree/s unless in conformity with this approval or subsequent approval is prohibited.

All healthy trees and shrubs identified for retention on the approved drawings are to be suitably protected in accordance with Section 4, Tree protection measures, and Appendix C Tree Protection Zone Sign, of Australian Standard AS4970 - 2009, Protection of Trees on Development Sites, prior to the commencement of any works (including any demolition and excavation) and maintained for the duration of the works.

In this regard the street tree and all protected trees on or adjacent to the site will be protected as described below;

- i. A Tree Protection (Management) Plan prepared by a AQF Level 5 Arborist is to be available on site at all times prior to the issue of the Construction Certificate, for all demolition and site works. This Tree Protection (Management ) Plan must be shown on the demand of Authorised Council staff.
- ii. Protective perimeter fencing must be consistent with AS 4687, using metal fence posts greater than 20mm diameter and solid or chain wire mesh 2 metres in height supported on concrete pads/feet at 2-2.5 metre spacing. Fencing placement should not be closer than 2.5 metres from the trunk of each protected tree, or at a distance as specified by the approved Tree Protection (Management) Plan and approved by Council's Tree Management Officer. Shade cloth is to be used to prevent entry of dust and contaminated liquids into the root protection area.
- iii. Signs must be placed on the Fencing. These signs must comply with AS1319. The signs must state the purpose of the fencing and the name and contact details of the builder and the appointed AQF Level 5 consultant



## DA2019/198 - 16 Wentworth Street, Greenacre - Lot 3 DP 36122 (Cont'd)

- arborist.
- iv. Root protection is to be provided in the form of mulching to a depth of 50-100mm, inside of the fenced tree protection zone.
  - v. Ground (Root) Trunk and Branch Protection must comply with the diagram of Figure 4 of AS4970 – 2009. Ground protection within the tree protection zone and drip line should be in the form of heavy steel plates or timber rumble boards over mulch or aggregate. Trunk and branch protection should be to a minimum height of 2 metres and must include measures to protect the tree/s against damage from the movement of trucks, plant equipment and materials at greater heights above ground level.
  - vi. Temporary signs, cables, wires must not be attached to, or suspended, on any street tree or protected tree.
  - vii. Above ground utilities must not be placed within the canopy of an existing protected tree, or create the future need for clearance pruning.
  - viii. Below ground utilities/services must not be located inside the fenced tree protection zone.
  - ix. Scaffolding must not be located in the fenced tree protection zone unless authorised by the approved Tree Protection (Management) Plan and Council's Tree Management Officer
  - x. Council must be notified in writing within 24 hours, for all temporary removal of the tree protection fencing ground (root) trunk and branch protection within the root protection area.
  - xi. Pruning of a street tree is prohibited without the written consent of Council.

(Reason: To ensure the protection of trees to be retained on the site.)

#### 14. LIGHTING (GC)

Any lighting of the premises shall be installed and maintained in accordance with Australian Standard AS 4282-1997: Control of the Obtrusive Effects of Outdoor Lighting so as to avoid annoyance to the occupants of adjoining premises or glare to motorists on nearby roads.

No flashing, moving or intermittent lighting, visible from any public place may be installed on the premises or external signage associated with the development, without the prior approval of Council.

(Reason: To protect the amenity of surrounding development and protect public safety.)

#### 15. MATERIALS – CONSISTENT WITH SUBMITTED SCHEDULE (GC)

All external materials, finishes and colours are to be consistent with the schedule submitted and approved by Council with the development application.

(Reason: To ensure compliance with this consent.)

#### 16. PRINCIPAL CERTIFYING AUTHORITY (PCA) IDENTIFICATION SIGN (GC)

Prior to commencement of any work, signage must be erected in a prominent position on the work site identifying:

- i) the Principal Certifying Authority (PCA) by showing the name, address and telephone number of the PCA;
- ii) the Principal Contractor by showing the Principal Contractor's name, address and telephone number (outside of work hours) for that person; and
- iii) the sign must state that unauthorised entry to the work site is prohibited.

Any such sign is to be maintained while the work is being carried out, but must be removed

**DA2019/198 - 16 Wentworth Street, Greenacre - Lot 3 DP 36122 (Cont'd)**

when the work has been completed.

This clause does not apply to building work, subdivision work or demolition work that is carried out inside an existing building that does not affect the external walls of the building.

(Reason: Statutory requirement.)

**17. SITE MANAGEMENT (DURING DEMOLITION AND CONSTRUCTION WORKS)**

All of the following are to be satisfied/complied with during demolition, construction and any other site works:

- i) All demolition is to be carried out in accordance with Australian Standard AS 2601-2001.
- ii) Demolition must be carried out by a registered demolition contractor.
- iii) A single entrance is permitted to service the site for demolition and construction. Protection pads are to be installed to the kerb, gutter and nature strip where trucks and vehicles enter the site.
- iv) No blasting is to be carried out at any time during construction of the building.
- v) Care must be taken during demolition/ excavation/ building/ construction to prevent any damage to adjoining buildings.
- vi) Adjoining owner property rights and the need for owner's permission must be observed at all times, including the entering onto land for the purpose of undertaking works.
- vii) Any demolition and excess construction materials are to be recycled wherever practicable.
- viii) The disposal of construction and demolition waste must be in accordance with the requirements of the Protection of the Environment Operations Act 1997.
- ix) All waste on the site is to be stored, handled and disposed of in such a manner as to not create air pollution (including odour), offensive noise or pollution of land and/or water as defined by the Protection of the Environment Operations Act 1997. All excavated material should be removed from the site in an approved manner and be disposed of lawfully to a tip or other authorised disposal area.
- x) All waste must be contained entirely within the site.
- xi) A site plan including temporary waste storage locations, construction material storage areas and vehicular access to and from the site must be included with application.
- xii) Section 143 of the Protection of the Environment Operations Act 1997 requires waste to be transported to a place which can lawfully accept it. All non-recyclable demolition materials are to be disposed of at an approved waste disposal depot in accordance with legislation.
- xiii) Details as to the method and location of disposal of demolition materials (weight dockets, receipts, etc.) should be kept on site as evidence of approved methods of disposal or recycling and must be presented to Council and/or Principal Certifying Authority upon request.
- xiv) All materials on site or being delivered to the site are to generally be contained within the site. The requirements of the Protection of the Environment Operations Act 1997 must be complied with when placing/stockpiling loose material, disposing of concrete waste, or other activities likely to pollute drains or water courses.
- xv) Any materials stored on site must be stored out of view or in such a manner so as not to cause unsightliness when viewed from nearby lands or roadways.
- xvi) Public footways, include nature strips and roadways adjacent to the site must be maintained and cleared of obstructions during construction. No building materials, waste containers or skips may be stored on the road reserve or footpath without prior separate approval from Council, including payment of relevant fees.
- xvii) Building operations such as brick-cutting, washing tools or paint brushes, and mixing mortar not be performed on the roadway or public footway or any other locations

**DA2019/198 - 16 Wentworth Street, Greenacre - Lot 3 DP 36122 (Cont'd)**

- which could lead to the discharge of materials into the stormwater drainage system.
- xviii) All site waters during excavation and construction must be contained on site in an approved manner to avoid pollutants entering into waterways or Council's stormwater drainage system.
  - xix) Any work must not prohibit or divert any natural overland flow of water.
  - xx) Toilet facilities for employees must be provided in accordance with WorkCover NSW.

(Reason: To ensure that demolition, building and any other site works are undertaken in accordance with relevant legislation and policy and in a manner which will be non-disruptive to the local area.)

**18. STORMWATER MANAGEMENT PLAN - CERTIFICATION REQUIREMENT (GC)**

A detailed Stormwater Management Plan (SWMP) in line with Council's Stormwater Management Code is to be prepared and certified by an Accredited Civil/Hydraulic Engineer and submitted to the Principal Certifying Authority and Council, prior to the issue of a Construction Certificate. The SWMP is to be based on the approved development as modified by any conditions of consent.

(Reason: To ensure appropriate provision is made for the disposal and management of stormwater generated by the development, and to ensure public infrastructure in Council's care and control is not overloaded.)

**19. SYDNEY WATER - TAP IN™ (GC)**

The approved plans must be submitted to a Sydney Water Tap in™ to determine whether the development application will affect Sydney Water's sewer and water mains, stormwater drains and/or easements, and if further requirements need to be met. The approved plans will be appropriately endorsed. For details please refer to 'Plumbing, building and developing' section of Sydney Water's web site at [www.sydneywater.com.au](http://www.sydneywater.com.au) then see 'Building', or telephone 13000 TAP IN (1300 082 746). The Certifying Authority must ensure that a Tap in™ agent has appropriately stamped the plans prior to the issue of the Construction Certificate.

(Reason: Compliance with Sydney Water requirements.)

**20. UTILITIES AND SERVICES - PROTECTION OF (GC)**

Any footings or excavation to be located or undertaken adjacent to Council's stormwater must be designed to address the following requirements:

- i) All footings and excavation must be located wholly within the site and clear of any easement boundaries;
- ii) All footings and excavation must be located a minimum of 1000mm from the centreline of the pipeline or 500mm from the outside of the pipeline, whichever is the greater distance from the centreline; and
- iii) Footings must extend to at least the depth of the invert of the pipeline unless the footings are to be placed on competent bedrock.

If permanent excavation is proposed beneath the obvert of the pipeline, suitable means to protect the excavation and proposed retaining structures from seepage or other water flow from the pipeline and surrounding subsoil, must be provided. The design must be prepared by a qualified practicing Structural/Civil Engineer.

Construction plans must be approved by the appropriate utility's office (e.g. council, Sydney Water Corporation) to demonstrate that the development complies with the utility's

## DA2019/198 - 16 Wentworth Street, Greenacre - Lot 3 DP 36122 (Cont'd)

requirements.

The applicant must provide written evidence (e.g. compliance certificate, formal advice) of compliance with the requirements of all relevant utility providers (e.g. Water, Energy, Telecommunications, Gas).

(Reason: To ensure protection of Council assets.)

**CONDITIONS TO BE SATISFIED PRIOR TO THE ISSUE OF A CONSTRUCTION CERTIFICATE (PCC)****21. BASIX COMMITMENTS (CC)**

The approved BASIX Certificate shall be submitted to the Principal Certifying Authority with the application for a Construction Certificate.

Where a change or changes are proposed in the BASIX commitments, the applicant must submit a new BASIX Certificate to the Principal Certifying Authority and Council. If any proposed change in the BASIX commitments is inconsistent with the development consent the applicant will be required to submit a modification to the development consent to Council under Section 4.55 of the Environmental Planning and Assessment Act 1979.

All commitments in the BASIX Certificate must be shown on the plans accompanying the Construction Certificate.

(Reason: Statutory compliance.)

**22. BUILDING CODE OF AUSTRALIA - COMPLIANCE WITH (CC)**

All architectural drawings, specifications and related documentation shall comply with the Building Code of Australia (BCA). All work must be carried out in accordance with the requirements of the Building Code of Australia (BCA).

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

Details demonstrating compliance with this condition are to be submitted to the Principle Certifying Authority, prior to issue of the Construction Certificate.

(Reason: This is a 'prescribed' condition under clause 98(1) of the Environmental Planning and Assessment Regulation 2000.)

**23. CAR PARKING - BASEMENT CAR PARKING REQUIREMENTS (CC)**

Details demonstrating compliance with the following is to be submitted to the Principal Certifying Authority, prior to issue of the Construction Certificate:

- i) Minimal internal clearance of the basement is 2.2m in accordance with BCA requirements.
- ii) Driveways shall comply with Australian/New Zealand Standard AS/NZS 2890.1:2004 - Parking facilities - Off-street car parking and achieve a maximum gradient of 1:4.
- iii) Basement entries and ramps/driveways within the property are to be no more than 3.5m wide.
- iv) Provision of pump-out systems and stormwater prevention shall be in accordance with Council's Stormwater Management Guide.

**DA2019/198 - 16 Wentworth Street, Greenacre - Lot 3 DP 36122 (Cont'd)**

- v) Provision of vehicle turntables shall be in accordance with approved drawing no A200 dated 5 March 2020.

(Reason: To ensure suitable development.)

**24. CAR PARKING - COMPLIANCE WITH AS/NZS 2890.1:2004 (CC)**

Car parking dimensions must comply with the Australian/New Zealand Standard AS/NZS 2890.1:2004 - Parking facilities - Off-street car parking. Details demonstrating compliance are to be submitted to the Principal Certifying Authority, prior to the issue of a Construction Certificate.

(Reason: To ensure compliance with Australian Standards relating to parking of vehicles.)

**25. COMMENCEMENT OF WORKS (NO WORKS UNTIL A CC IS OBTAINED)**

Building work, demolition or excavation must not be carried out until a Construction Certificate has been issued by either Strathfield Council or a Principal Certifying Authority.

Demolition of any part of a building triggers 'commencement of erection of building' pursuant of section 4.19 of the EP&A Act 1979. Accordingly, demolition works must not commence until a Construction Certificate has been issued, a Principal Certifying Authority has been appointed and a Notice of Commencement has been issued.

(Reason: To ensure compliance with statutory provisions.)

**26. COUNCIL PERMITS – FOR ALL ACTIVITIES ON COUNCIL LAND (CC)****Works Permit**

(as per Section 68 of the Local Government Act 1993 and Section 138 and 139 of the Roads Act 1993)

A Works Permit is required for construction of a vehicular crossing (driveway), new stormwater down pipe connection to kerb and gutter, new footpath and/or stormwater connection. A Works Permit Application Form is available from Council's Customer Centre or can be downloaded from Council's website. The applicable fees and charges are located on Council's website.

**Standing Plant Permit**

This permit must be applied for where it is intended to park a concrete pump, crane or other plant on the roadway or footpath. A Standing Plant Permit Application Form is available from Council's Customer Centre or can be downloaded from Council's website. The applicable fees and charges are located on Council's website. Please note a Road Closure Permit is not required for standing plant.

**Skip Bin Permit**

This permit must be applied for if you intend to place a skip bin on the roadway or footpath. A Skip Bin Application Form is available from Council's Customer Centre or can be downloaded from Council's website. The applicable fees and charges are located on Council's website.

**Temporary Full or Part Road Closure Permit**

This permit must be applied for if you require a full or a part road closure to take place to assist in your construction works. Please use the Works Permit Application Form, which is available from Council's Customer Service Centre or can be downloaded from Council's website. The applicable fees and charges are located on Council's website. Please note a Road Closure Permit is not required for standing plant.

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Hoarding/Fencing Permit

This permit must be applied for if you intend to erect a Class A (fence type) or Class B (overhead type) hoarding/fencing along the street frontage(s). A Hoarding Permit Application Form is available from Council's Customer Service Centre or can be downloaded from Council's website. The applicable fees and charges are located on Council's website.

Work Zone Permit

This permit must be applied for if you require permanent parking along the kerbside at the front of the site during construction works. A Work Zone Permit Application Form is available from Council's Customer Service Centre or can be downloaded from Council's website. The applicable fees and charges are located on Council's website.

Ground Anchoring Permit

This permit must be applied for, for the installation of ground anchors under Council's footway/road reserve. It does not cover ground anchors under private properties. A separate approval is required to be obtained from Roads and Maritime Services (RMS) if it is proposed to install ground anchors under a State or Classified Regional Road (please refer to the end of this application form for more information).

(Reason: Council requirement.)

27. **EROSION AND SEDIMENTATION CONTROL PLAN (CC)**

An Erosion and Sediment Control Plan is to be prepared where construction or excavation activity requires the disturbance of the soil surface and existing vegetation. Details including drawings and specifications must provide adequate measures for erosion and sediment control to ensure:

- i) Compliance with the approved Soil and Water Management Plan.
- ii) Removal or disturbance of vegetation and top soil is confined to within 3m of the approved building area (no trees to be removed without approval).
- iii) All uncontaminated run-off is diverted around cleared or disturbed areas.
- iv) Silt fences or other devices are installed to prevent sediment and other debris escaping from the cleared or disturbed areas into drainage systems or waterways.
- v) All erosion and sediment controls are fully maintained for the duration of demolition/development works.
- vi) Controls are put into place to prevent tracking of sediment by vehicles onto adjoining roadways.
- vii) All disturbed areas are rendered erosion-resistant by turfing, mulching, paving or similar.
- viii) All water pumped or otherwise removed from excavations or basement areas is filtered to achieve suspended solids/non filterable residue levels complying with the Australian Water Quality guidelines for Fresh and Marine Waters.
- ix) Pumped or overland flows of water are discharged so as not to cause, permit or allow erosion before the commencement of work (and until issue of the occupation certificate).

Details of the proposed soil erosion and sedimentation controls are to be submitted to the Principal Certifying Authority with the Construction Certificate Application. Under no circumstances are any works to commence, prior to these details being approved by the Principal Certifying Authority and the controls being in place on the site.

(Reason: Environmental protection.)

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28. **LANDSCAPING - MAINTENANCE STRATEGY (CC)**

To ensure the survival of landscaping following works, a landscape maintenance strategy for the owner/occupier to administer over a 12 month establishment period following the issue of the Occupation Certificate shall be prepared and provided to the satisfaction of the Principal Certifying Authority with the Construction Certificate application. The strategy is to address maintenance issues such as, but not limited to plant survival, irrigation, soil testing, weeding, staking, fertilizing, remedial pruning and plant replacement.

(Reason: Ensure landscape survival.)

29. **NOISE – CONSTRUCTION CC)**

All works carried out on site during construction/demolition/excavation/earthworks shall comply with the NSW Protection of the Environment Operations Act 1997, the Department of Environment and Climate Changes “Interim construction noise guideline” and AS 2436-2010 – “Guide to noise and vibration control on construction, demolition and maintenance sites” for the control of construction noise which specifies that:

- Construction period of 4 weeks and under – The L90 Level measured over a period of not less than 15 minutes when the construction site is operating must not exceed the background level by more than 20 dB(A) at the boundary.
- Construction period greater than 4 weeks but not exceeding 26 weeks – The L90 level measured over a period of not less than 15 minutes when the construction site is operating must not exceed the background level by more than 10 dB(A) at the boundary.
- Construction period exceeding 26 weeks – The L90 level measured over a period of not less than 15 minutes when the construction site is operating must not exceed the background level by more than 5 dB(A) at the boundary.

Should complaints of a noise nuisance be substantiated, Council may require the acoustic treatment of the premises to ensure compliance with the NSW Department of Environment and Climate Changes “Interim construction noise guideline” and AS 2436-2010 – “Guide to noise and vibration control, demolition and maintenance sites” for the control of construction noise. A further acoustic assessment and report will be required to be provided to Council assessing the premises in working order.

(Reason: Noise attenuation.)

30. **SECTION 7.11 CONTRIBUTION PAYMENT - DIRECT CONTRIBUTIONS PLAN (CC)**

In accordance with the provisions of Section 7.13 of the Environmental Planning and Assessment Act 1979 and the Strathfield Direct Development Contributions Plan 2010-2030, a contribution in the form of cash, cheque or credit card (financial transaction fee applies) shall be paid to Council for the following purposes:

|  |                    |
|--|--------------------|
| Provision of Community Facilities      | \$3,013.35         |
| Provision of Major Open Space          | \$13,709.85        |
| Provision of Local Open Space          | \$3,016.96         |
| Provision Roads and traffic Management | \$Nil              |
| Administration                         | \$259.83           |
| <b>Total</b>                           | <b>\$20,000.00</b> |

The total amount of the contribution is valid as at the date of determination and is subject to quarterly indexation. Contributions shall be indexed at the time of payment in accordance with clause 2.14 of the Strathfield Direct Development Contributions Plan 2010-2030.

**DA2019/198 - 16 Wentworth Street, Greenacre - Lot 3 DP 36122 (Cont'd)**

Contributions must be receipted by Council and submitted to the Accredited Certifier, prior to the issue of any Construction Certificate.

Please present a copy of this condition when paying the contribution at the Customer Service Centre so that it can be recalculated.

Note: A copy of Strathfield Council's Section 7.11 Direct Development Contributions Plan may be downloaded from Council's website.

(Reason: To enable the provision of public amenities and services required/anticipated as a consequence of increased demand resulting from the development.)

**31. STORMWATER - RAINWATER RE-USE (CC)**

A rainwater re-use system shall be provided in accordance with either the BASIX minimum requirements, any relevant Council Rainwater Policy and/or specification of the management of stormwater, whichever is applicable. A detailed stormwater plan showing the proposed re-use system shall be submitted to and approved by the Principal Certifying Authority, prior to the issue of a Construction Certificate.

(Reason: Compliance and amenity.)

**32. STORMWATER DRAINAGE (CC)**

The following stormwater precautions are required to be provided on the site:

- i) Grated drains shall be provided along the driveway/basement entry at the vehicular crossing(s) and are to connect to the internal drainage system.
- ii) Overflow paths shall be provided to allow for flows in excess of the capacity of the pipe/drainage system draining the site.
- iii) Allowance shall be made for surface runoff from adjacent properties, and to retain existing surface flow path systems through the site. Any redirection or treatment of these flows shall not adversely affect any other properties
- iv) Boundary fencing shall be erected in such a manner as not to interfere with the natural flow of ground and surface water to the detriment of any other party.

(Reason: To ensure the site is drained appropriately and does not interfere with the natural flow of flood waters.)

**33. SECURITY PAYMENT – DAMAGE DEPOSIT FOR COUNCIL INFRASTRUCTURE (CC)**

A security (damage deposit) of \$12,200.00 (calculated in accordance with Council's adopted Fees and Charges) shall be paid to Council, prior to the issue of a Construction Certificate.

The deposit is required as security against any damage to Council property during works on the site. The applicant must bear the cost of all restoration works to Council's property damaged during the course of this development. All building work must be carried out in accordance with the Building Code of Australia.

Payment may be accepted in the form of cash, bank guarantee, cheque or credit card (financial transactions fees apply). Note: Additional fees apply for the lodgement of a bank guarantee in lieu of cash bond applies in accordance with Council's adopted Fees and Charges.

Any costs associated with works necessary to be carried out to rectify any damages caused



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by the development, shall be deducted from the Damage Deposit.

Note: Should Council property adjoining the site be defective e.g. cracked footpath, broken kerb etc., this should be reported in writing, or by photographic record, submitted to Council at least seven (7) days prior to the commencement of any work on site. This documentation will be used to resolve any dispute over damage to infrastructure. It is in the applicant's interest for it to be as full and detailed as possible.

**The damage deposit shall be refunded upon completion of all works upon receipt of a Final Occupation Certificate stage and inspection by Council.**

(Reason: Protection of Council infrastructure.)

**34. UTILITIES AND TELECOMMUNICATIONS - ELECTRICITY CONNECTION (CC)**

Provision must be made for connection to future underground distributions mains. This must be achieved by installing:

- i) an underground service line to a suitable existing street pole; or
- ii) sheathed underground consumers mains to a customer pole erected near the front property boundary (within 1 metre).

Note: A limit of one (1) pole per site will apply.

Any costs associated with the relocation of the above are at the requestor's expense. Any disturbance to public land as a result of the undergrounding of services shall be restored at no cost to Council.

Details are to be submitted to the Principal Certifying Authority with the Construction Certificate Application.

(Reason: Environmental amenity.)

**35. UTILITIES AND TELECOMMUNICATIONS - TELECOMMUNICATIONS ASSETS (CC)**

Provision must be made for relocation of telecommunications network assets including underground placement of any existing aerial cables and infrastructure. Any costs associated with the relocation of the above are at the requestor's expense. Any disturbance to public land as a result of the undergrounding of services shall be restored at no cost to Council.

Details are to be submitted to the Principal Certifying Authority with the Construction Certificate application.

(Reason: To ensure suitable relocation of telecommunications infrastructure if required.)

**36. VEHICULAR CROSSINGS - WORKS PERMIT FOR CONSTRUCTION OF (CC)**

Full-width, heavy-duty concrete vehicular crossing(s) shall be provided across the footpath at the entrance(s) and/or exit(s) to the site and designed in accordance with Council's guidelines and specifications. In this regard, a Works Permit is to be obtained (available from Council's Customer Services Centre or downloaded from Council's website), and the appropriate fees and charges paid, prior to the lodgement of a Construction Certificate.

(Reason: To ensure appropriate access to the site can be achieved.)

**37. WORKS WITHIN THE ROAD RESERVE (CC)**

**DA2019/198 - 16 Wentworth Street, Greenacre - Lot 3 DP 36122 (Cont'd)**

Detailed drawings including long and short sections and specifications of all works within existing roads (including but not limited to structures, road works, driveway crossings, footpaths and stormwater drainage) shall be submitted to and approved by Council under Section 138 of the Roads Act 1993 and all fees and charges paid, prior to the issue of a Construction Certificate.

Detailed drawings and specifications are to be prepared and certified by an appropriately qualified Civil Engineer.

Pruning of the branches and roots of Council trees is prohibited unless approved by Council in writing.

All Council trees are to be protected in accordance with Australian Standard AS4970 - 2009 , Protection of Trees on Development Sites.

Upon completion of the works, the Applicant is to provide to Council with electronic copies of 'Work as Executed Plans'. The plans are to show relevant dimensions and finished levels and are to be certified by a surveyor.

The Applicant is to provide to Council, in an approved format, details of all public infrastructure created as part of the works.

All civil engineering works adjacent/near/outside No. 16 Wentworth Street, Greenacre are to be fully supervised by Council. A maintenance period of six (6) months shall apply to the work, after it has been completed and approved. In that period the Applicant shall be liable for any part of the work which fails to perform in the manner outlined in Council's specifications, or as would reasonably be expected under the design conditions.

(Reason: To ensure compliance of engineering works/Council assets are constructed to acceptable standards for engineering works.)

**38. DUST CONTROL (CC)**

Where a dust nuisance is likely to occur, suitable screens and/or barricades shall be erected during the demolition, excavation and building works. If necessary, water sprays shall be used on the site to reduce the emission of dust. Screening shall consist of minimum 2 metres height of shade cloth or similar material secured to a chain wire fence of the like and shall be modified as directed by the Council should it fail to adequately control any dust nuisance.

**Major Works**

The following measures must be implemented (in part or in total) as directed by Council to control the emission of dust:

- (a) Dust screens must be erected around the perimeter of the site and be kept in good repair for the duration of the work.
- (b) All dusty surfaces must be wet down and any dust created must be suppressed by means of a fine water spray. Water used for dust suppression must not be contaminated or allowed to enter the stormwater system
- (c) All stockpiles of materials that are likely to generate dust must be kept damp or covered.
- (d) All stockpiles of soil or other materials shall be placed away from drainage lines, gutters or stormwater pits or inlets.
- (e) All stockpiles of soil or other materials likely to generate dust or odours shall be covered.
- (f) All stockpiles of contaminated soil shall be stored in a secure area and be covered if remaining more than 24 hours or as directed by Council.

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(Reason: Environmental amenity.)

**CONDITIONS TO BE SATISFIED PRIOR TO THE COMMENCEMENT OF WORKS (PCW)**

**39. APPOINTMENT OF A PRINCIPAL CERTIFYING AUTHORITY (PCA) (CW)**

No work shall commence in connection with this Development Consent until:

- i) A construction certificate for the building work has been issued by the consent authority or a Principal Certifying Authority.
- ii) The person having the benefit of the development consent has appointed a principal certifying authority for the building work, and notified the principal certifying authority that the person will carry out the building work as an owner/builder, if that is the case.
- iii) The principal certifying authority has, no later than 2 days before the building work commences:
  - notified the Council of his or her appointment, and
  - 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.
- iv) The person having the benefit of the development consent, if not carrying out the work as an owner-builder, has:
  - appointed a principal contractor for the building work who must be the holder of a contractor licence if any residential building work is involved;
  - notified the principal certifying authority of such appointment; and
  - unless that person is the principal contractor, notified the principal contractor of any critical stage inspections and other inspections that are to be carried out in respect of the building work.
- v) The person having the benefit of the development consent has given at least 2 days' notice to the Council of the person's intention to commence the erection of the building.

Note: If the principal certifying authority is the Council, the nomination will be subject to the payment of a fee for the service to cover the cost of undertaking all necessary inspections and the issue of the appropriate certificates.

Under the Environment Planning and Assessment (Quality of Construction) Act, 2003, a sign must be erected in a prominent position on the work site showing the name, address and telephone number of the principal certifying authority; the name of the principal contractor (if any) for the building work and a telephone number at which that person may be contacted outside working hours. That sign must also state that unauthorised entry is prohibited. The sign must not be removed until all work has been completed.

(Reason: Statutory requirement.)

**40. HOME BUILDING COMPENSATION FUND (CW)**

No residential building work within the meaning of the Home Building Act 1989 may commence until:

- i) A contract of insurance in accordance with Part 6 of the Home Building Act 1989 is entered into and in force, where such a contract is required under that Act (this is a prescribed condition of consent pursuant to clause 981(b) Environmental Planning and Assessment Regulation 2000.
- ii) The PCA is satisfied that the principal contractor for the work is the holder of the appropriate licence and is covered by the appropriate insurance, in each case if

## DA2019/198 - 16 Wentworth Street, Greenacre - Lot 3 DP 36122 (Cont'd)

- required by the Home Building Act 1989 (unless the work is to be carried out by an owner-builder).
- iii) If the work is to be carried out by an owner builder, that the owner builder is the holder of any owner -builder permit required under the Home Building Act 1989.
  - iv) Written notice of the following information has been provided to Council (this is a prescribed condition of consent pursuant to clause 98B of the Environmental Planning and Assessment Regulation 2000):
    - In the case of work for which a principal contractor is required to be appointed:
      - the name and licence number of the principal contractor; and
      - the name of the insurer by which the work is insured under Part 6 of the Home Building Act 1989.
    - In the case of work to be done by an owner-builder:
      - the name of the owner-builder; and
      - if the owner-builder is required to hold an owner-builder permit under the Home Building Act 1989, the number of the owner-builder permits.

Where Council is not the PCA, the PCA is responsible for notifying Council of the above matters.

Note: Where arrangements for doing residential building work change while the work is in progress so that the above information becomes out of date, the PCA (where not the Council) must provide Council with written notice of the updated information.

(Reason: Statutory requirement.)

**41. NOTICE OF COMMENCEMENT (CW)**

No work shall commence until the following details are submitted to Council:

- i) a Notice of Commencement (form will be attached with issue of a Construction Certificate or available from our website) within two (2) days of the date on which it is proposed to commence works associated with the Development Consent;
- ii) details of the appointment of a Principal Certifying Authority (either Council or another Principal Certifying Authority); and
- iii) details of the name, address and licence details of the Builder.

(Reason: Statutory requirement.)

**CONDITIONS TO BE SATISFIED DURING DEMOLITION AND BUILDING WORKS (DBW)****42. CONTAMINATED LAND UNEXPECTED FINDS (DW)**

In the instance works cause the generation of odours or uncovering of unexpected contaminants works are to immediately cease, Council is to be notified and a suitably qualified environmental scientist appointed to further assess the site.

The contaminated land situation is to be evaluated by the supervising environmental consultant and an appropriate response determined in consultation with the applicant, which is agreed to by Strathfield Council's Environmental Services Manager.

Note: Council may also request that a NSW EPA accredited site auditor is involved to assist with the assessment of the contaminated land situation and review any new contamination information. The applicant must also adhere to any additional conditions which may be imposed by the accredited site auditor.

(Reason: To ensure compliance with statutory requirements.)

**DA2019/198 - 16 Wentworth Street, Greenacre - Lot 3 DP 36122 (Cont'd)****43. FILL MATERIAL (DW)**

The only waste derived material which may be received at the development site is:

- i) Virgin excavated material (within the meaning of the Protection of the Environment Operations Act 1997), and
- ii) any other waste-derived material the subject of a resource recovery exemption under cl.51A of the Protection of the Environment Operations (Waste) Regulation 2005 that is permitted to be used as fill material.

Any (b)-type material received at the development site must be accompanied by documentation certifying by an appropriately qualified environmental consultant the materials compliance with the exemption conditions; and this documentation must be provided to the Principal Certifying Authority on request.

(Reason: To ensure imported fill is of an acceptable standard for environmental protection purposes.)

**44. OBSTRUCTION OF PUBLIC WAY NOT PERMITTED DURING WORKS (DW)**

The public way must not be obstructed by any materials, vehicles, refuse, skips or the like, under any circumstances, without the prior approval of Council.

(Reason: To maintain public access and safety.)

**45. PUBLIC INFRASTRUCTURE AND SERVICES (DW)**

The applicant must comply with the requirements (including financial costs) of any relevant utility provider (e.g. Energy Australia, Sydney Water, Telstra, RMS, Council etc.) in relation to any connections, works, repairs, relocation, replacements and/or adjustments to public infrastructure or services affected by the development.

(Reason: To maintain public infrastructure and/or services.)

**46. SURVEY REPORT OF APPROVED LEVELS DURING AND POST CONSTRUCTION (DW)**

A Survey Certificate to Australian Height Datum shall be prepared by a Registered Surveyor as follows:

- i) At the completion of the first structural floor level prior to the pouring of concrete indicating the level of that floor and the relationship of the building to the boundaries.
- ii) At the completed height of the building, prior to the placement of concrete form work, or the laying of roofing materials.
- iii) At the completion of the development.

Progress certificates in response to points (1) through to (3) shall be provided to the Principal Certifying Authority at the time of carrying out relevant progress inspections. Under no circumstances is work allowed to proceed until such survey information is submitted to and approved by the Principal Certifying Authority.

(Reason: To ensure compliance with the approved plans.)

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**CONDITIONS TO BE SATISFIED PRIOR TO THE ISSUE OF AN OCCUPATION CERTIFICATE (POC)**

**47. ATTACHED DWELLINGS - CROSS EASEMENT FOR SUPPORT (OC)**

A cross easement for support must be registered with Land and Property Information (LPI) NSW, prior to the issue of a Final Occupation Certificate.

(Reason: To protect the rights of residents of both dwellings and long term structural integrity of the party wall between the dwellings.)

**48. ENGINEERING WORKS (CERTIFICATION OF)**

Prior to occupation of the premises, a Work As Executed (WAE) Plan of all engineering and/or drainage works is to be submitted to the Principal Certifying Authority. The WAE Plan is to be certified by an Accredited Civil/Hydraulic Engineer demonstrating that:

- i) The stormwater drainage system; and/or
- ii) The car parking arrangement and area; and/or
- iii) Any related footpath crossing works; and/or
- iv) The proposed basement pump and well system; and/or
- v) The proposed driveway and layback; and/or
- vi) Any other civil works

have been constructed in accordance with the approved plans and any relevant Standards and Council policies/specifications.

For major works, such as subdivisions, works within the road reserve (requiring separate S138 approval) and as where specified by Council, a Part 4A Certificate will be required. It is strongly recommended that an Engineer supervise all engineering related works.

Where Council is not the Principal Certifying Authority, an electronic copy of the above documents is to be provided to Council, prior to the issue of any Occupation Certificate.

(Reason: Asset management.)

**49. OCCUPATION OF BUILDING (OC)**

A person must not commence occupation or use (or change of use where an existing building) of the whole or any part of a new building (within the meaning of section 109H (4) of the Act) unless an Interim Occupation Certificate or Final Occupation Certificate has been issued in relation to the building or part.

The Principal Certifying Authority is required to be satisfied, amongst other things, that:

- i) All required inspections (including each applicable mandatory critical stage inspection) have been carried out; and
- ii) Any preconditions to the issue of the certificate required by a development consent have been met.

Note: New building includes an altered portion of, or an extension to, an existing building.

(Reason: Statutory requirement.)

**50. RAINWATER TANKS (OC)**

Rainwater tanks must be installed on residential properties by a suitably qualified and

**DA2019/198 - 16 Wentworth Street, Greenacre - Lot 3 DP 36122 (Cont'd)**

licensed plumber and in accordance with the following:

- i) Australian/New Zealand Standard AS/NZS 3500:2003;
- ii) NSW Code of Practice Plumbing and Drainage, 2006 produced by Committee on Uniformity of Plumbing and Drainage Regulations in NSW (CUPDR); and
- iii) Council's rainwater tank policy.

Details demonstrating compliance with this condition are to be submitted to the Principal Certifying Authority, prior to the issue of any Occupation Certificate.

(Reason: To protect public health and amenity.)

**51. STORMWATER - CERTIFICATION OF THE CONSTRUCTED DRAINAGE SYSTEM (OC)**

The constructed stormwater system shall be certified by a suitably qualified person, in accordance with Council's Stormwater Management Code, prior to the issue of any Occupation Certificate.

(Reason: Adequate stormwater management.)

**52. POSITIVE COVENANT FOR MECHANICAL PARKING INSTALLATIONS (OC)**

Prior to the issue of any Occupation Certificate, the applicant must register a Positive Covenant and a Restriction as to User under Section 88E and/or Section 88B of the Conveyancing Act, as appropriate in favour of Council, ensuring the ongoing retention, maintenance and operation of the mechanical parking installations (vehicle turntables, car lifts, ramp traffic signal system, car stackers, etc.). On completion of construction work, mechanical parking installations are to be certified by a professional engineer with works-as-excavated drawings supplied to the Principal Certifying Authority detailing:

- (a) Compliance with conditions of development consent relating to the mechanical parking installations including vehicle turntables, car lifts, etc.
- (b) That the works have been constructed in accordance with the approved design.
- (c) Binding the owners and future owners to be responsible for the ongoing maintenance required in terms of the mechanical parking installations.

(Reason: To ensure the mechanical parking installations are maintained to an appropriate operational standard.)

- (i) Enter upon the land and remove any waste products using any vehicle or equipment as necessary;
- (d) The owner of the lot burdened shall be solely responsible for the cost of maintaining in good and sufficient repair at all times the internal roads or access ways used by Strathfield Council for the purpose of exercising its rights as set out in clause (a) above.

The wording of the Instrument shall be submitted to, and approved by Council prior to lodgement at Land & Property Information NSW. The Instrument shall be registered and a registered copy of the document shall be submitted to and approved by the consent authority.

(Reason: To ensure appropriate collection of waste.)

**CONDITIONS TO BE SATISFIED DURING THE OPERATIONS/USE OF THE PREMISES (OU)****53. VEHICULAR ACCESS (OU)**

All vehicles must enter/exit the premises must do so in a forward direction at all times.

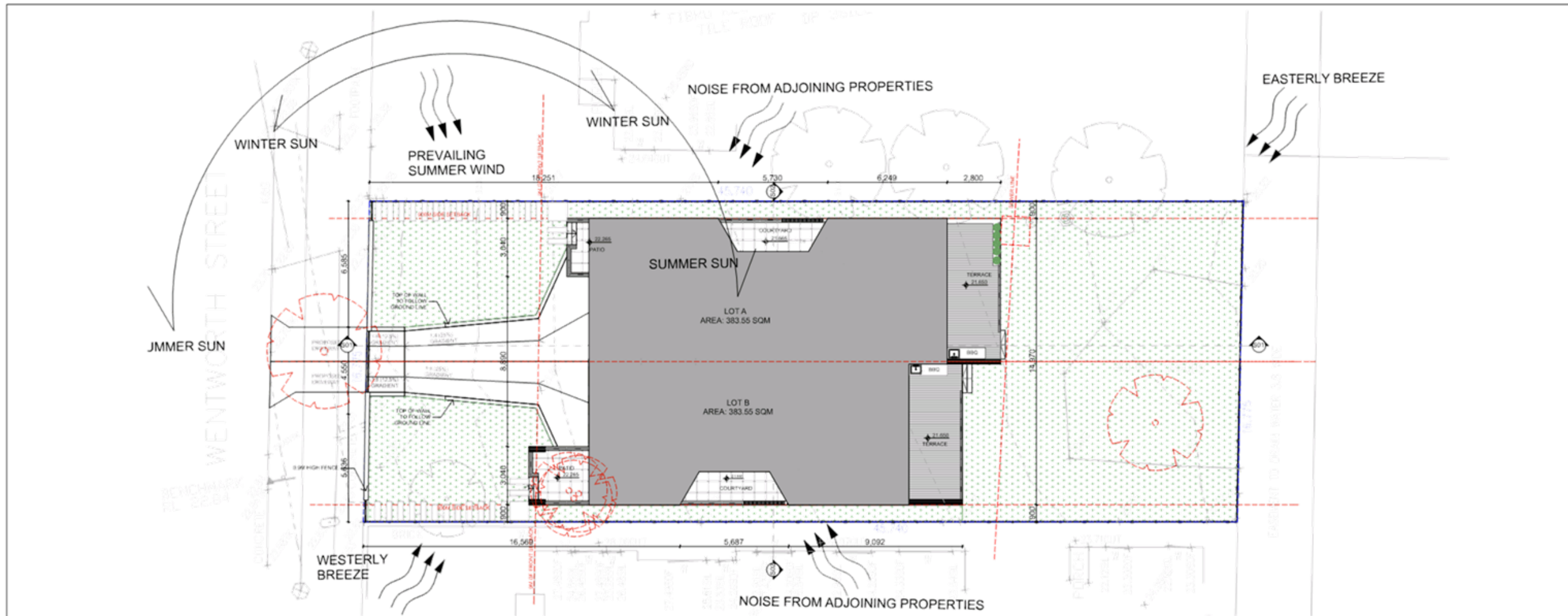
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(Reason: Traffic safety.)

**ATTACHMENTS**

- 1. [↓](#) Architectural Plans
- 2. [↓](#) Shadow Diagrams
- 3. [↓](#) Stormwater Plans
- 4. [↓](#) Landscape Plan
- 5. [↓](#) BASIX Certificate
- 6. [↓](#) Flood Certificate





COMPLIANCE TABLE - DWELLING A

| LAND ZONING                      | R2 - LOW DENSITY RESIDENTIAL                            |                             |            |
|----------------------------------|---|-----------------------------|------------|
| SITE AREA                        | 767.1SQM (383.6 sqm)                                    |                             |            |
| CONTROL                          | REQUIREMENT   | PROPOSED                    | COMPLIANCE |
| FLOOR SPACE RATIO                | 0.5:1 = 191.8 SQM                                       | 187.6 SQM                   | COMPLIANT  |
| FRONT SETBACK                    | 9M  | 10.1M                       | COMPLIANT  |
| SIDE SETBACK                     | GROUND: 0.9M<br>FIRST: 1.5M                             | GROUND: 0.9M<br>FIRST: 1.5M | COMPLIANT  |
| MAXIMUM BUILDING HEIGHT          | 9.5M MAX BUILDING HEIGHT                                | 8.2M MAX BUILDING HEIGHT    | COMPLIANT  |
| PRIMARY OPEN SPACE AND LANDSCAPE | 40% OF SITE AREA MIN 2M WIDTH AND 40SQM OF MIN 4M WIDTH | 307.6 SQM<br>40 SQM POS     | COMPLIANT  |

COMPLIANCE TABLE - DWELLING B

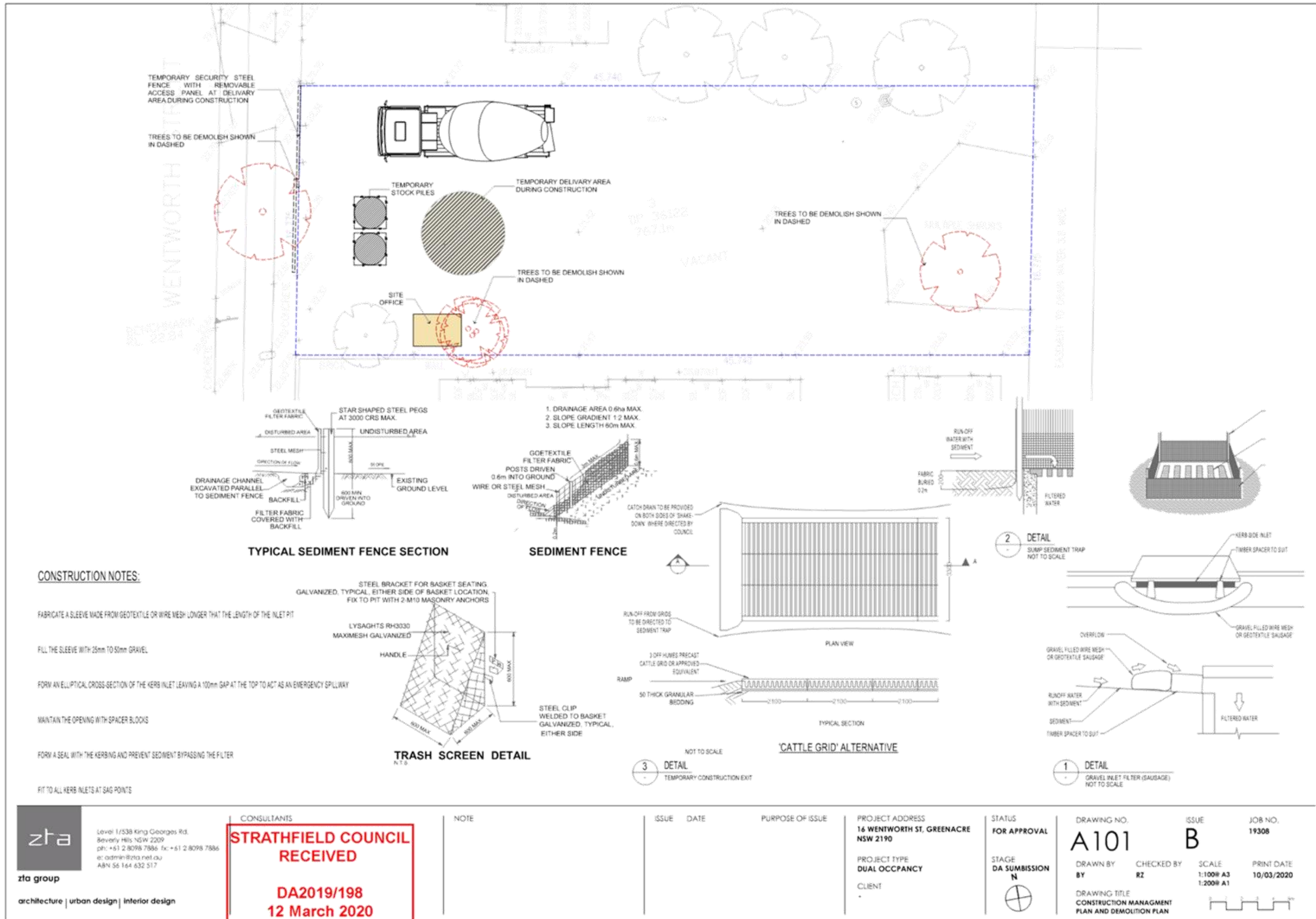
| LAND ZONING                      | R2 - LOW DENSITY RESIDENTIAL                            |                             |            |
|----------------------------------|---|-----------------------------|------------|
| SITE AREA                        | 767.1SQM (383.5 sqm)                                    |                             |            |
| CONTROL                          | REQUIREMENT   | PROPOSED                    | COMPLIANCE |
| FLOOR SPACE RATIO                | 0.5:1 = 191.8 SQM                                       | 187.6 SQM                   | COMPLIANT  |
| FRONT SETBACK                    | 9M  | 12.1M                       | COMPLIANT  |
| SIDE SETBACK                     | GROUND: 0.9M<br>FIRST: 1.5M                             | GROUND: 0.9M<br>FIRST: 1.5M | COMPLIANT  |
| MAXIMUM BUILDING HEIGHT          | 9.5M MAX BUILDING HEIGHT                                | 8.2M MAX BUILDING HEIGHT    | COMPLIANT  |
| PRIMARY OPEN SPACE AND LANDSCAPE | 40% OF SITE AREA MIN 2M WIDTH AND 40SQM OF MIN 4M WIDTH | 307.6 SQM<br>40 SQM POS     | COMPLIANT  |

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**zta group**  
architecture | urban design | interior design

CONSULTANTS  
**STRATHFIELD COUNCIL  
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**DA2019/198  
12 March 2020**

| NOTE | ISSUE | DATE | PURPOSE OF ISSUE | PROJECT ADDRESS                     | STATUS                 | DRAWING NO.                                      | ISSUE            | JOB NO.                         |
|------|-------|------|------------------|-------------------------------------|------------------------|--|------------------|---------------------------------|
|      |       |      |                  | 16 WENTWORTH ST, GREENACRE NSW 2190 | FOR APPROVAL           | A100   | B                | 19308                           |
|      |       |      |                  | PROJECT TYPE<br>DUAL OCCUPANCY      | STAGE<br>DA SUBMISSION | DRAWN BY<br>BY                                   | CHECKED BY<br>RZ | SCALE<br>1:100# A3<br>1:200# A1 |
|      |       |      |                  | CLIENT<br>-                         |                        | DRAWING TITLE<br>SITE PLAN AND CALCULATION TABLE |                  | PRINT DATE<br>10/03/2020        |



**CONSTRUCTION NOTES:**

- FABRICATE A SLEEVE MADE FROM GEOTEXTILE OR WIRE MESH LONGER THAN THE LENGTH OF THE INLET PIT
- FILL THE SLEEVE WITH 25mm TO 50mm GRAVEL
- FORM AN ELLIPTICAL CROSS-SECTION OF THE KERB INLET LEAVING A 100mm GAP AT THE TOP TO ACT AS AN EMERGENCY SPILLWAY
- MAINTAIN THE OPENING WITH SPACER BLOCKS
- FORM A SEAL WITH THE KERBING AND PREVENT SEDIMENT BYPASSING THE FILTER
- FIT TO ALL KERB INLETS AT SAG POINTS

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|------|-------|------|------------------|
|      |       |      |                  |

PROJECT ADDRESS  
**16 WENTWORTH ST, GREENACRE  
 NSW 2190**

PROJECT TYPE  
**DUAL OCCUPANCY**

CLIENT  
 -

STATUS  
**FOR APPROVAL**

STAGE  
**DA SUBMISSION  
 N**

DRAWING NO.  
**A101**

ISSUE  
**B**

JOB NO.  
**19308**

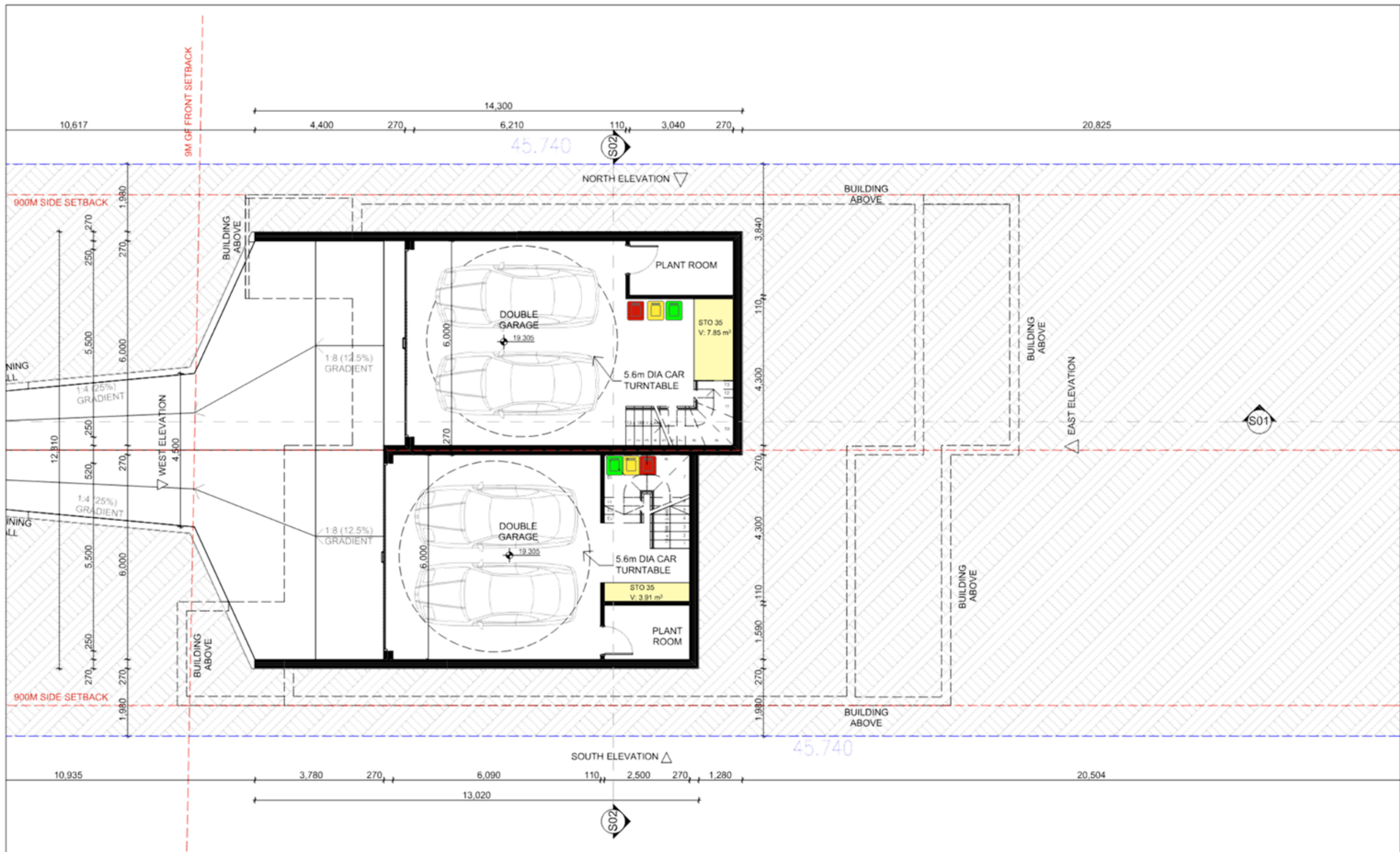
DRAWN BY  
**BY**

CHECKED BY  
**RZ**

SCALE  
**1:100# A3  
 1:200# A1**

PRINT DATE  
**10/03/2020**

DRAWING TITLE  
**CONSTRUCTION MANAGEMENT  
 PLAN AND DEMOLITION PLAN**

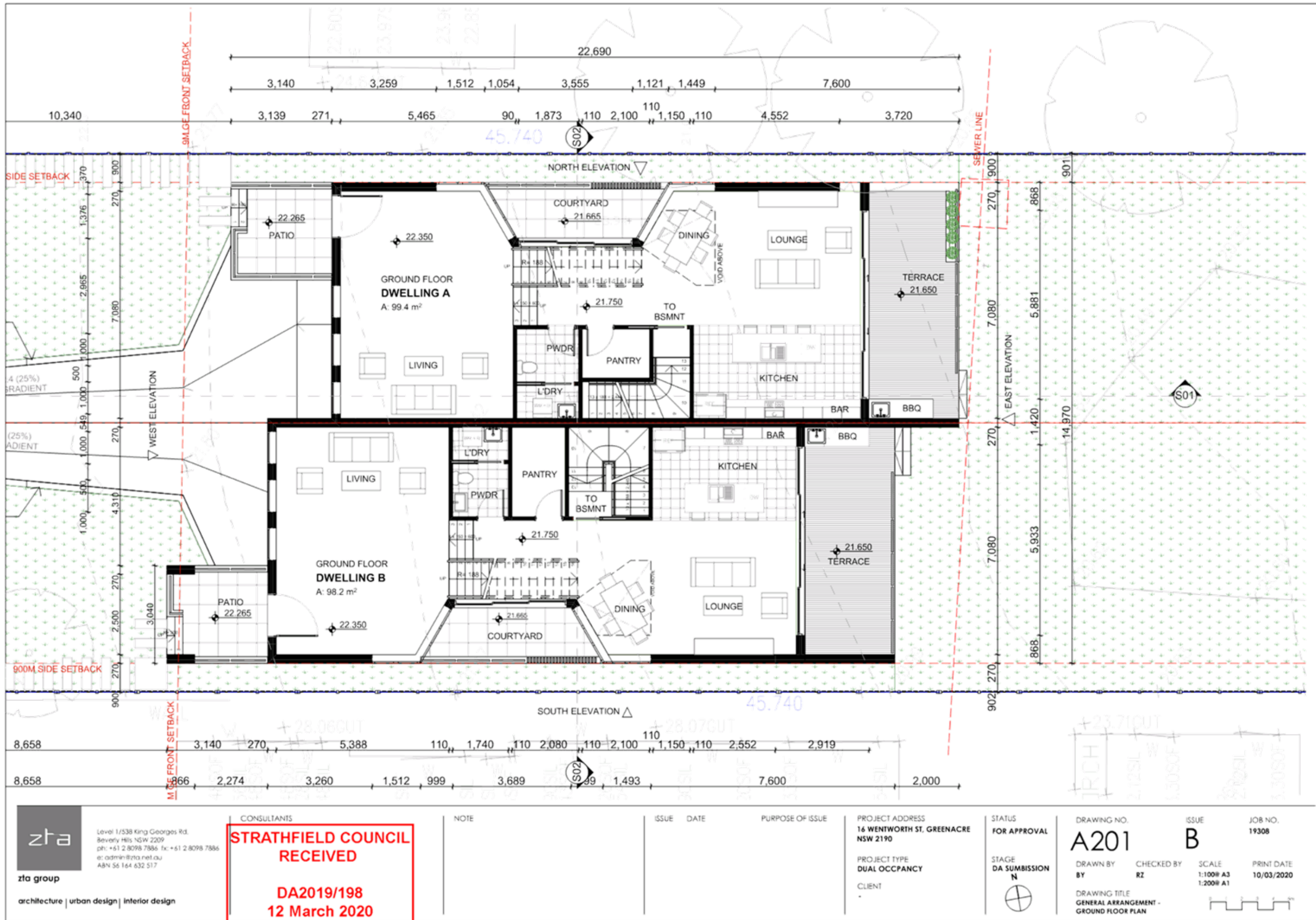


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| NOTE | ISSUE | DATE | PURPOSE OF ISSUE | PROJECT ADDRESS                     | STATUS                 | DRAWING NO.    | ISSUE            | JOB NO.   |
|------|-------|------|------------------|-------------------------------------|------------------------|----------------|------------------|---|
|      |       |      |                  | 16 WENTWORTH ST, GREENACRE NSW 2190 | FOR APPROVAL           | A200           | B                | 19308   |
|      |       |      |                  | PROJECT TYPE<br>DUAL OCCUPANCY      | STAGE<br>DA SUBMISSION | DRAWN BY<br>BY | CHECKED BY<br>RZ | SCALE<br>1:100# A3<br>1:200# A1                 |
|      |       |      |                  | CLIENT<br>-                         |                        |                |                  | PRINT DATE<br>10/03/2020                        |
|      |       |      |                  |                                     |                        |                |                  | DRAWING TITLE<br>GENERAL ARRANGEMENT - BASEMENT |



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 12 March 2020**

NOTE

ISSUE DATE PURPOSE OF ISSUE

PROJECT ADDRESS  
 16 WENTWORTH ST, GREENACRE  
 NSW 2190

PROJECT TYPE  
 DUAL OCCUPANCY

CLIENT

STATUS  
 FOR APPROVAL

STAGE  
 DA SUBMISSION

DRAWING NO.  
**A201**

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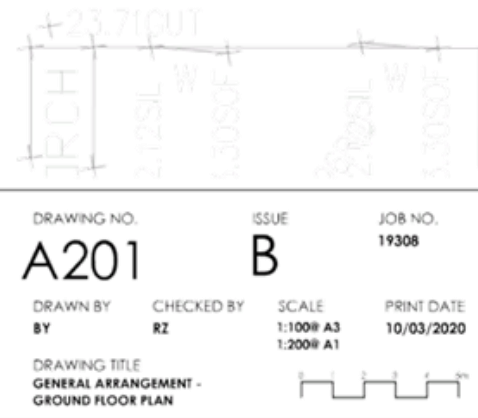
ISSUE  
**B**

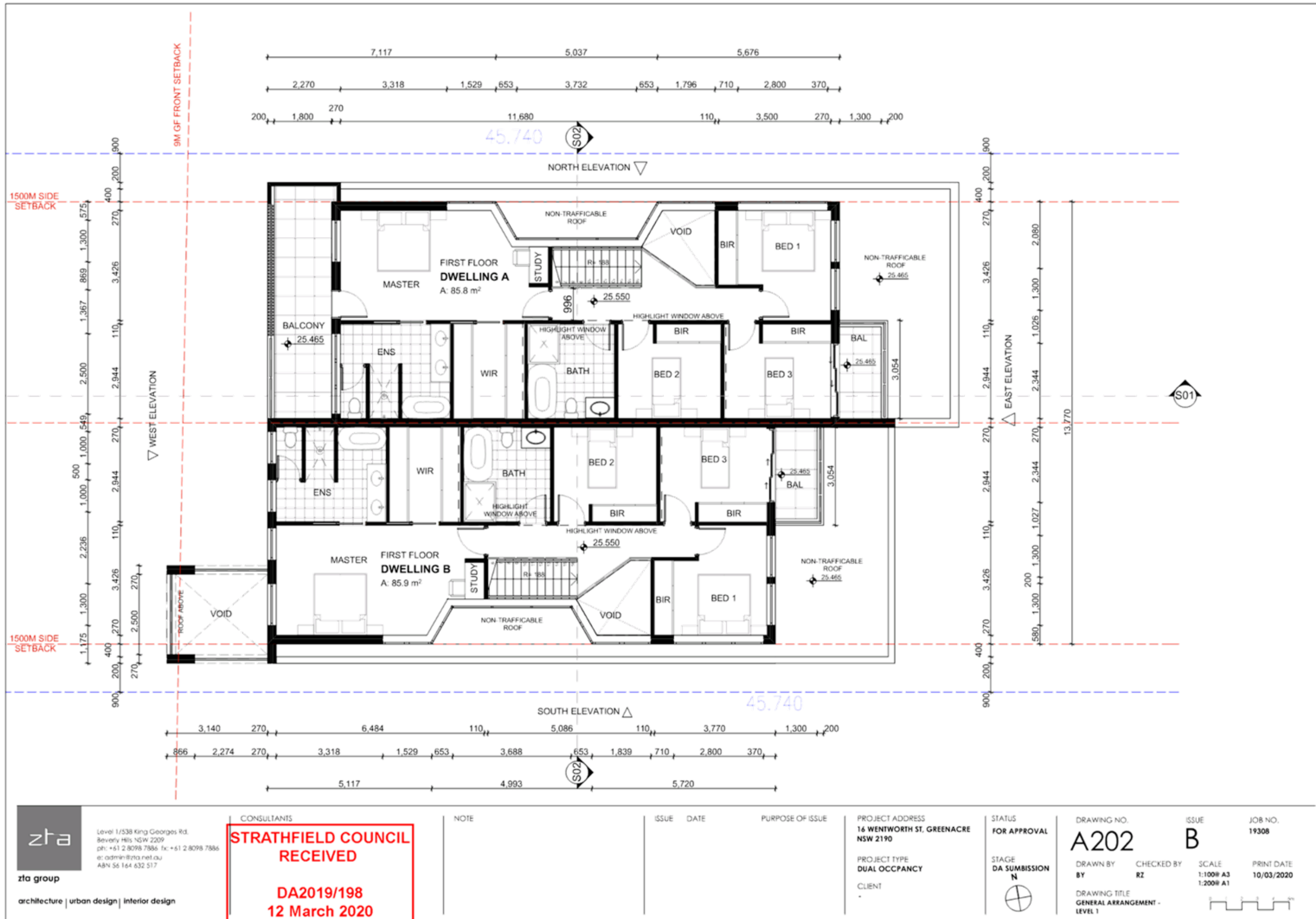
CHECKED BY  
 RZ

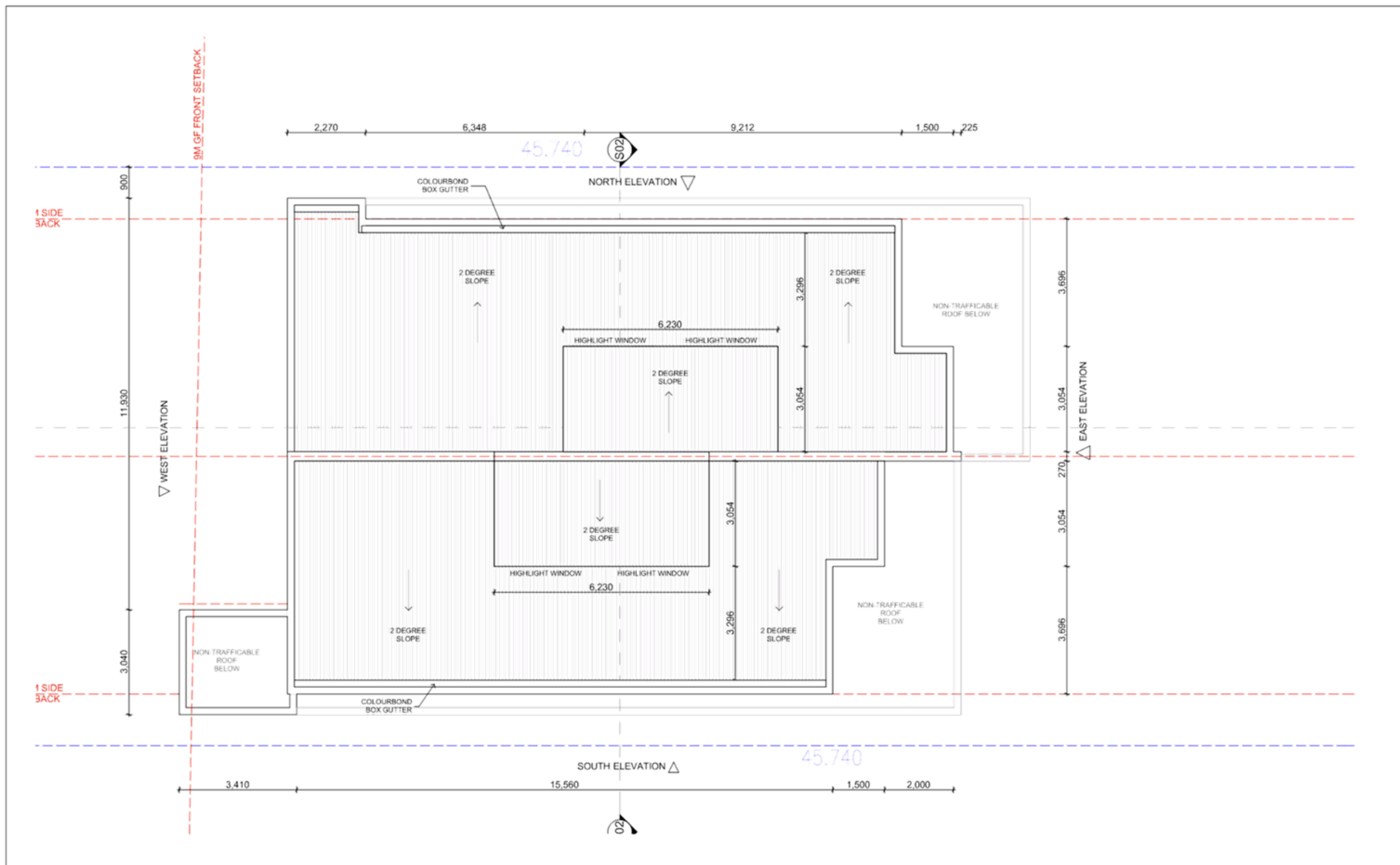
SCALE  
 1:100# A3  
 1:200# A1

JOB NO.  
 19308

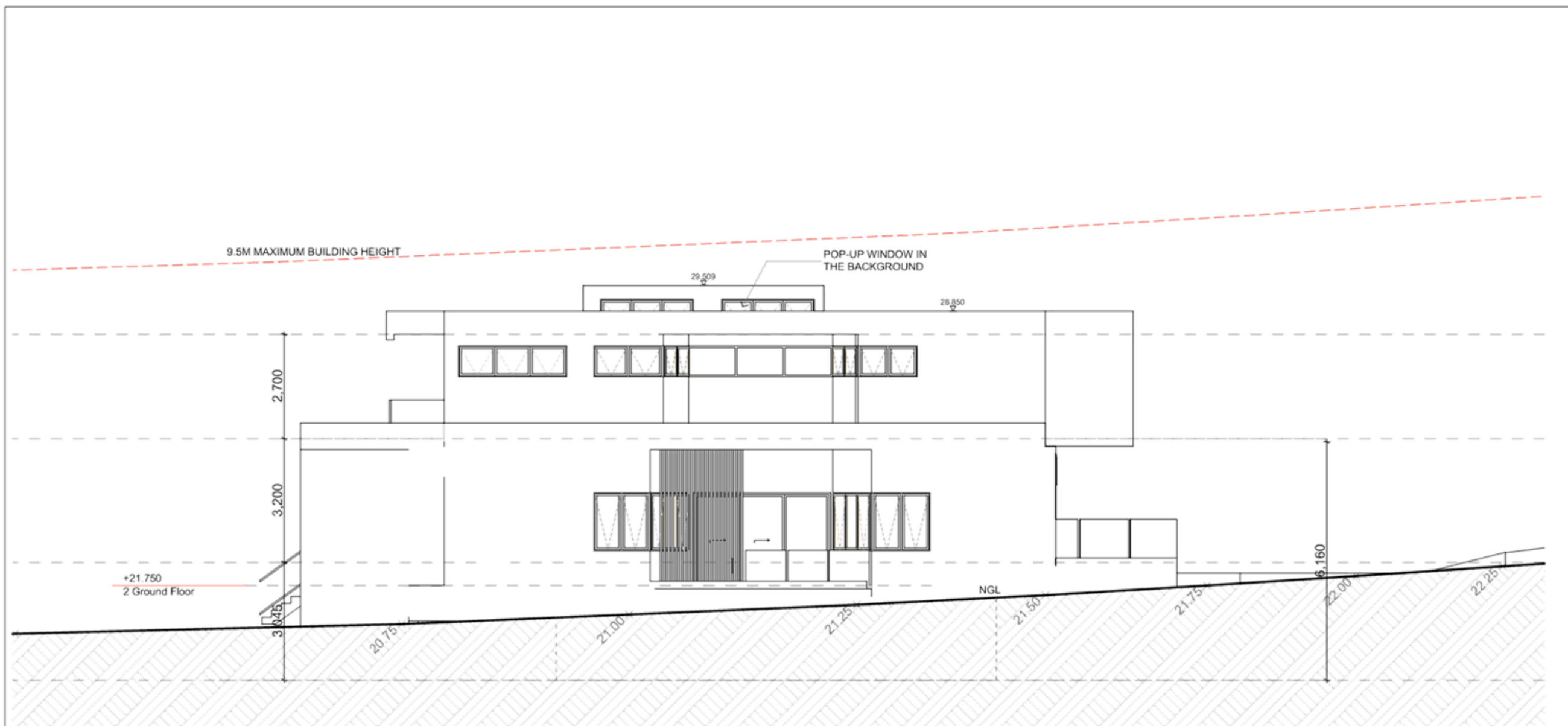
PRINT DATE  
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|------|-------|------|------------------|
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PROJECT ADDRESS  
**16 WENTWORTH ST, GREENACRE  
 NSW 2190**

PROJECT TYPE  
**DUAL OCCUPANCY**

CLIENT  
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STATUS  
**FOR APPROVAL**

STAGE  
**DA SUBMISSION**

DRAWING NO.  
**A300**

ISSUE  
**B**

JOB NO.  
 19308

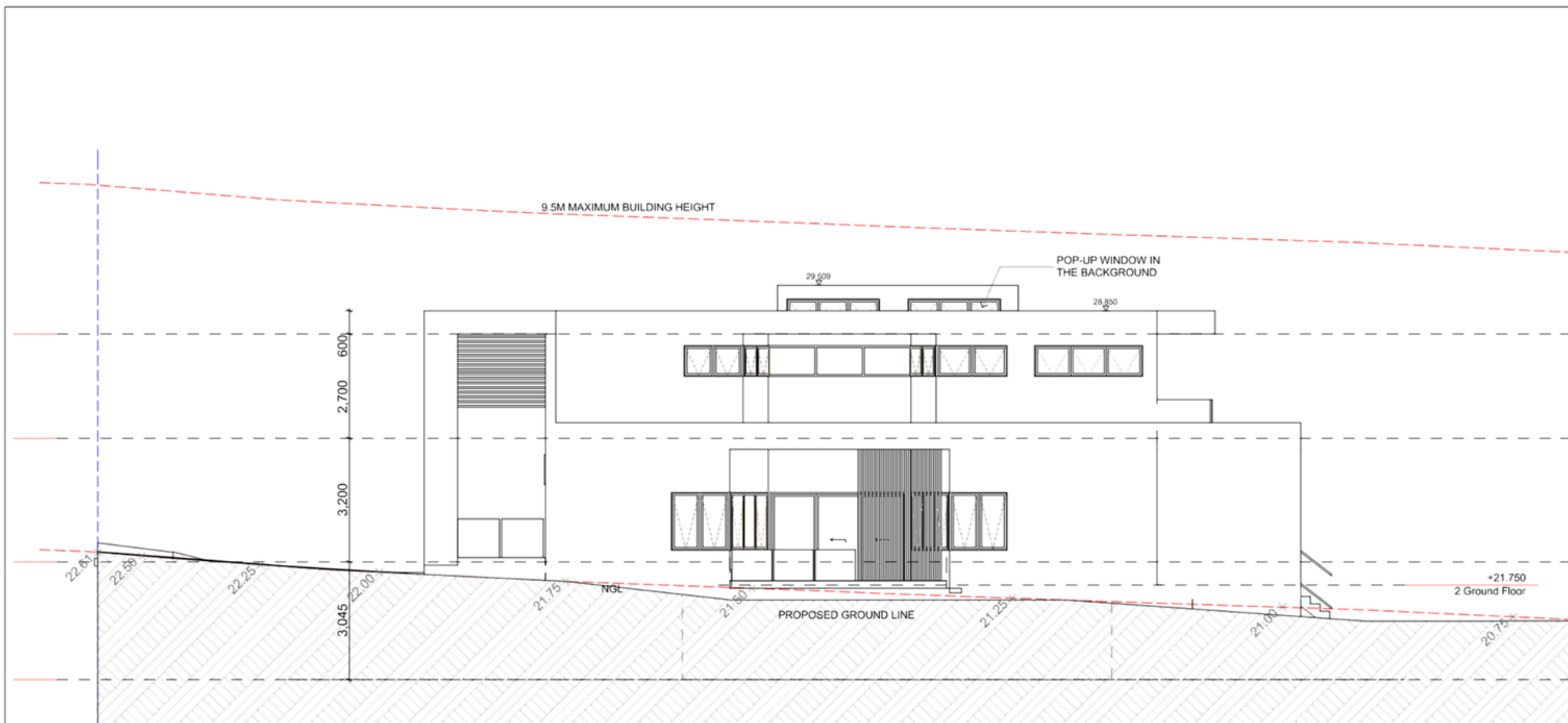
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 1:100# A3  
 1:200# A1

PRINT DATE  
 10/03/2020

DRAWING TITLE  
**NORTH ELEVATION**



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| NOTE | ISSUE | DATE | PURPOSE OF ISSUE |
|------|-------|------|------------------|
|      |       |      |                  |

PROJECT ADDRESS  
**16 WENTWORTH ST, GREENACRE  
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PROJECT TYPE  
**DUAL OCCUPANCY**

CLIENT  
 -

STATUS  
**FOR APPROVAL**

STAGE  
**DA SUBMISSION**

DRAWING NO.  
**A301**

ISSUE  
**B**

JOB NO.  
 19308

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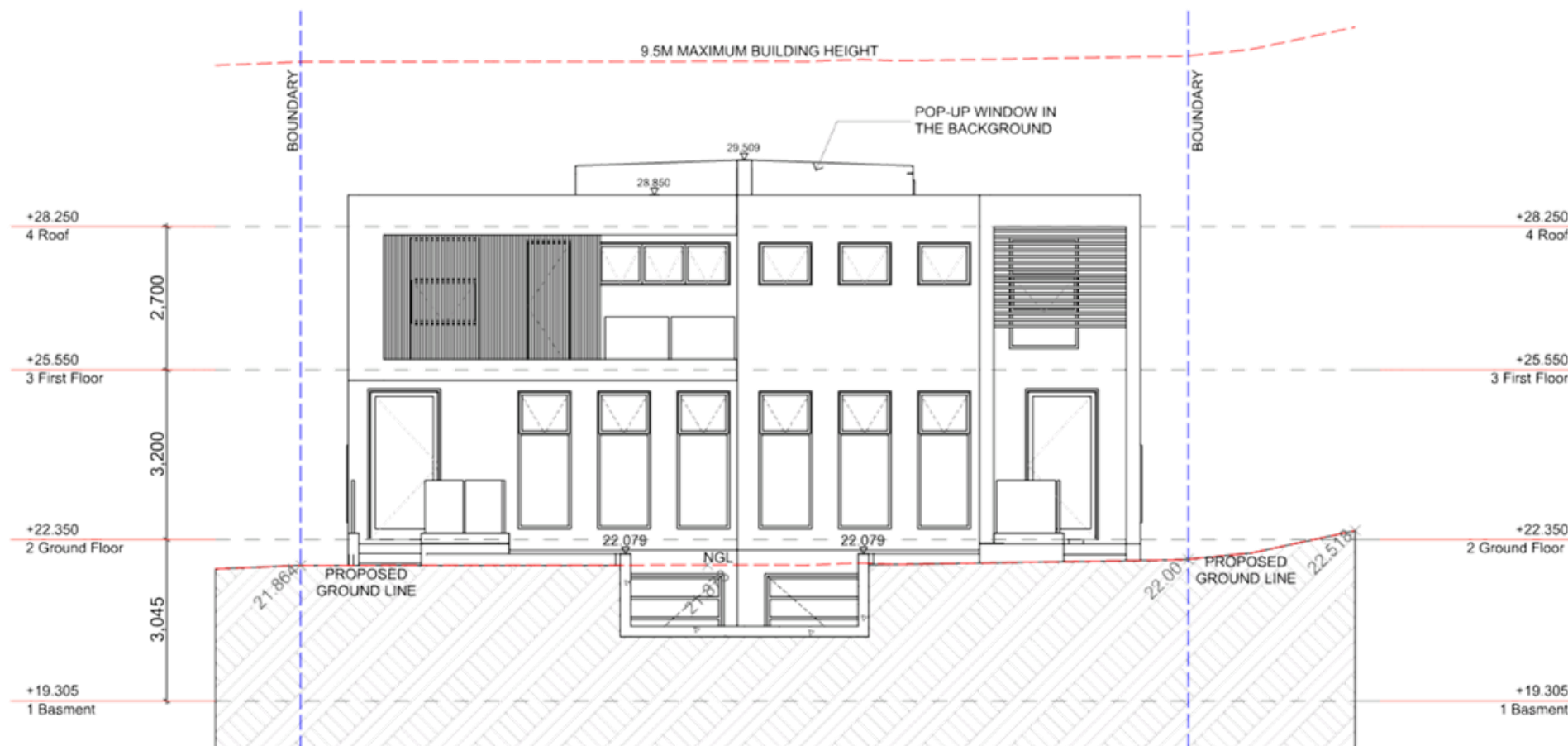
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 1:200# A1

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 10/03/2020

DRAWING TITLE  
**SOUTH ELEVATION**





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 12 March 2020**

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|------|-------|------|------------------|
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PROJECT ADDRESS  
**16 WENTWORTH ST, GREENACRE  
 NSW 2190**

PROJECT TYPE  
**DUAL OCCUPANCY**

CLIENT  
 -

STATUS  
**FOR APPROVAL**

STAGE  
**DA SUBMISSION**

DRAWING NO.  
**A302**

ISSUE  
**B**

JOB NO.  
 19308

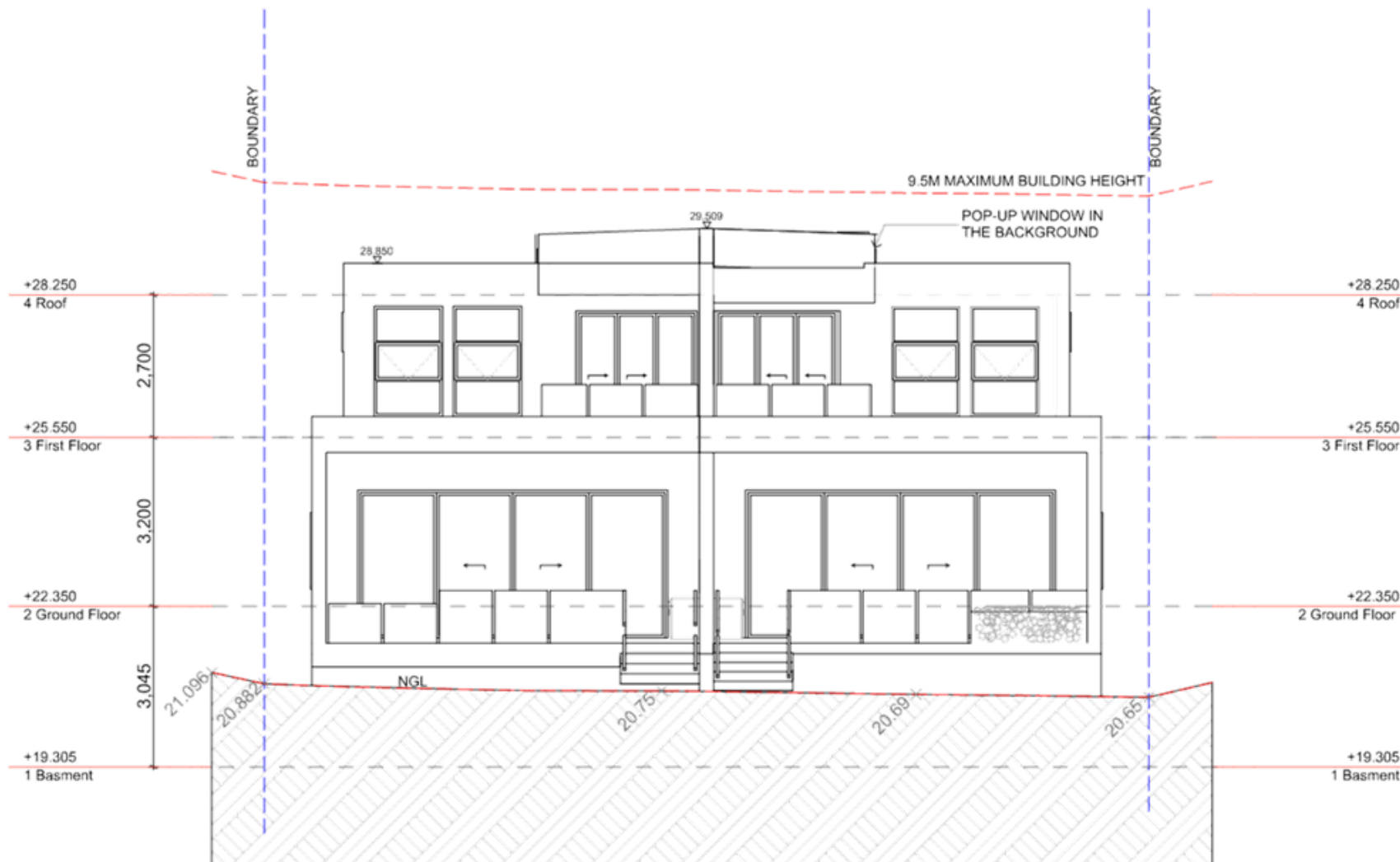
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SCALE  
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 1:200# A1

PRINT DATE  
 10/03/2020

DRAWING TITLE  
**WEST ELEVATION**



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|------|-------|------|------------------|
|      |       |      |                  |

PROJECT ADDRESS  
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PROJECT TYPE  
**DUAL OCCUPANCY**

CLIENT  
 -

STATUS  
**FOR APPROVAL**

STAGE  
**DA SUBMISSION**

DRAWING NO.  
**A303**

ISSUE  
**B**

JOB NO.  
 19308

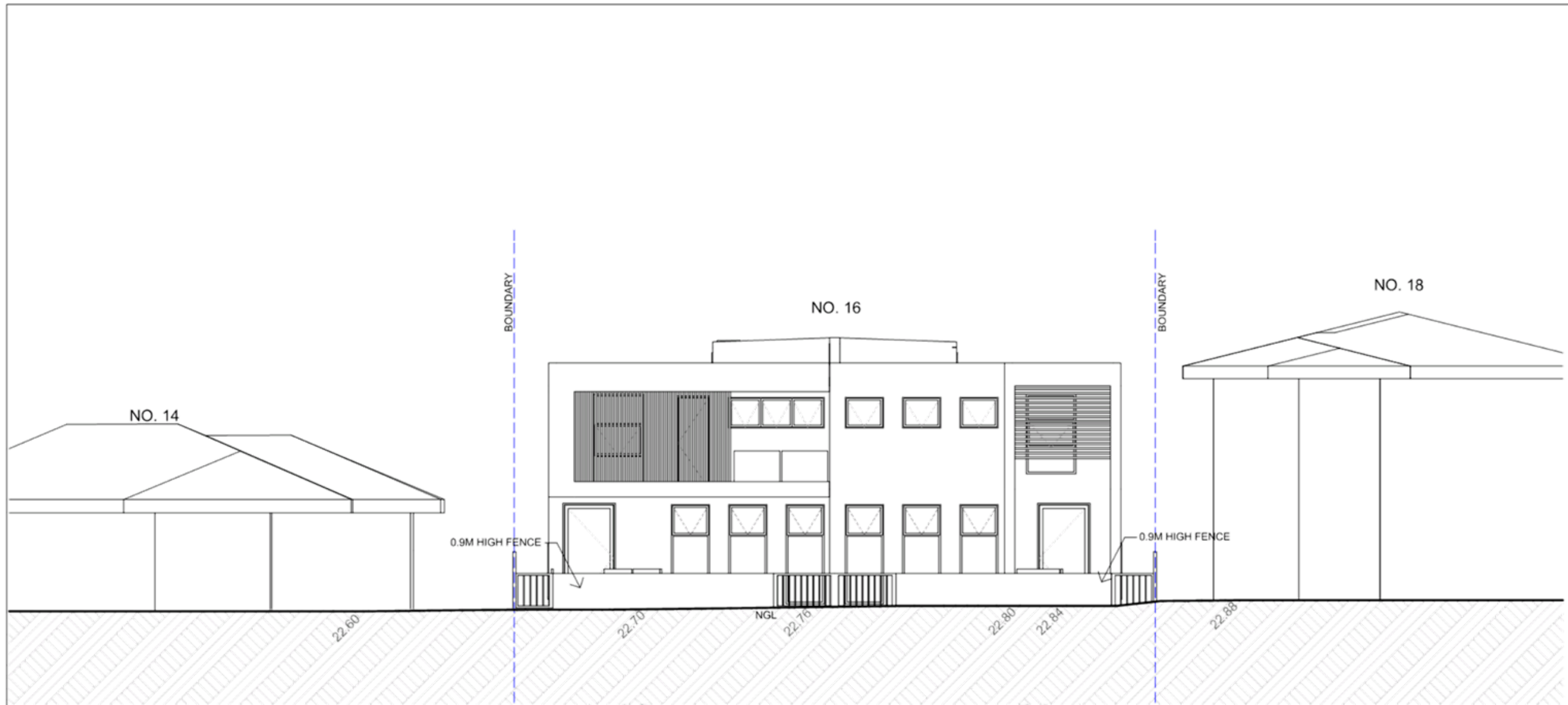
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SCALE  
 1:100# A3  
 1:200# A1

PRINT DATE  
 10/03/2020

DRAWING TITLE  
**EAST ELEVATION**




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**DA2019/198  
 12 March 2020**


NOTE

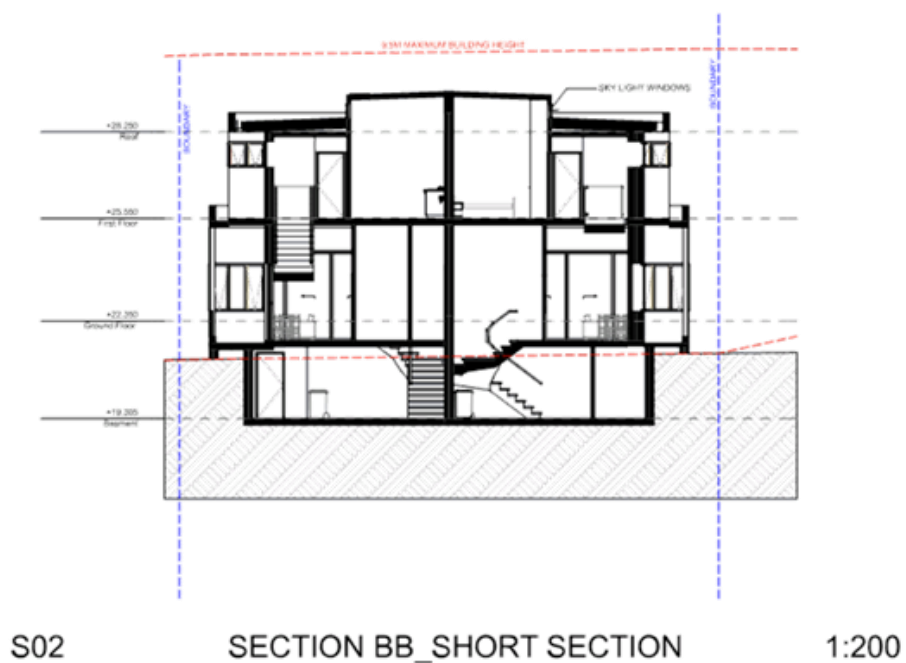
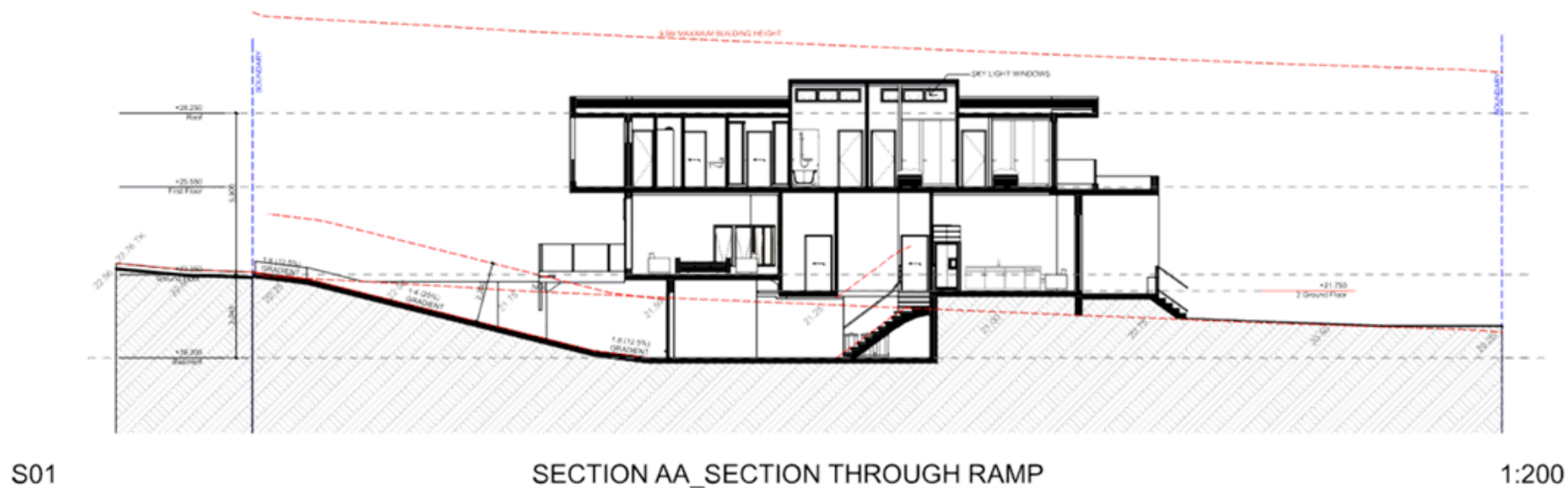
ISSUE DATE

PURPOSE OF ISSUE

PROJECT ADDRESS  
**16 WENTWORTH ST, GREENACRE  
 NSW 2190**  
 PROJECT TYPE  
**DUAL OCCUPANCY**  
 CLIENT  
 -

STATUS  
**FOR APPROVAL**  
 STAGE  
**DA SUBMISSION**

DRAWING NO. **A304** ISSUE **B** JOB NO. **19308**  
 DRAWN BY **BY** CHECKED BY **RZ** SCALE **1:100# A3** PRINT DATE **10/03/2020**  
 DRAWING TITLE  
**FRONT FENCE / STREET SCAPE  
 ELEVATION**




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**DA2019/198  
 12 March 2020**

| NOTE | ISSUE | DATE | PURPOSE OF ISSUE |
|------|-------|------|------------------|
|      |       |      |                  |

PROJECT ADDRESS  
**16 WENTWORTH ST, GREENACRE  
 NSW 2190**

PROJECT TYPE  
**DUAL OCCUPANCY**

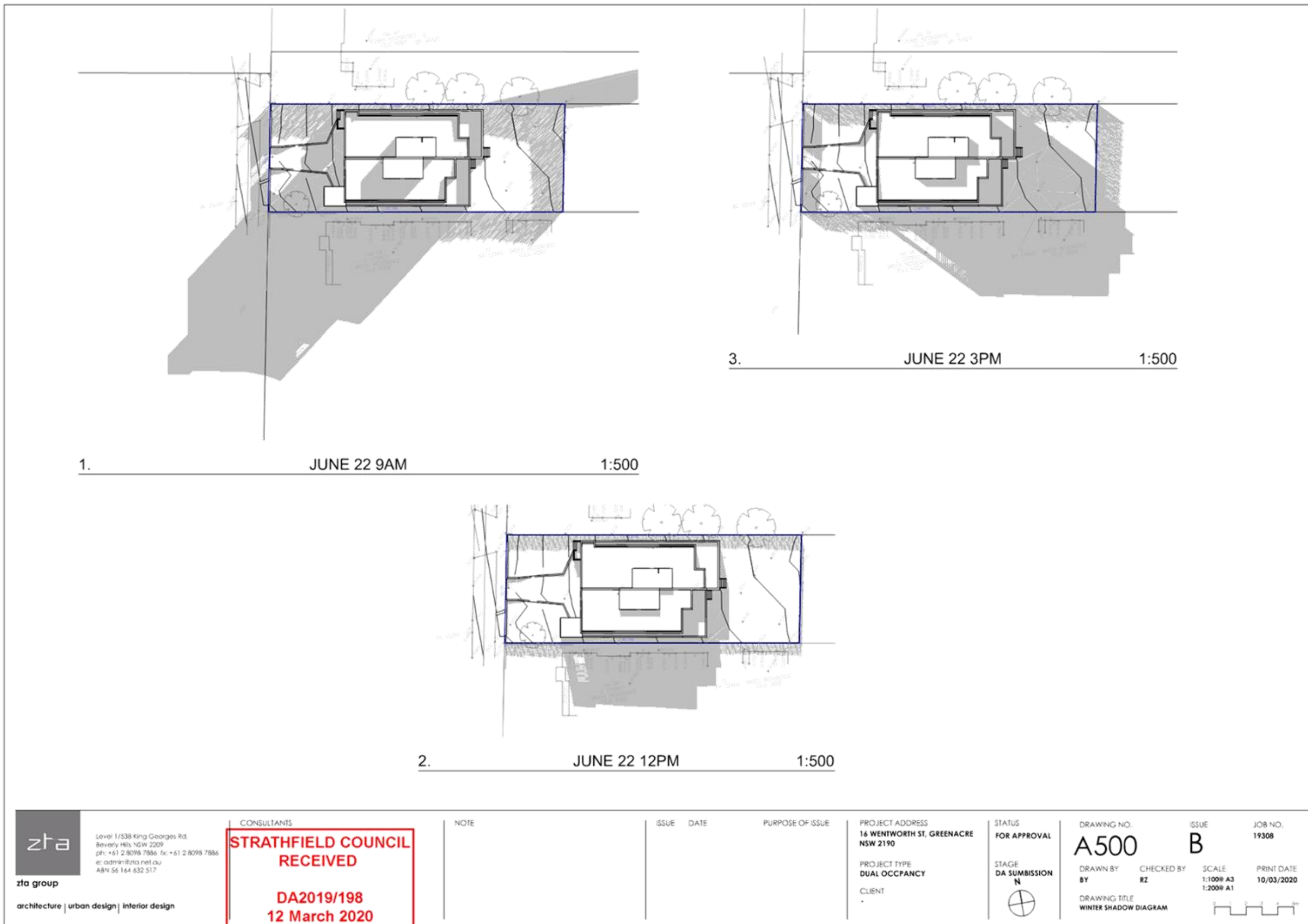
CLIENT  
 -

STATUS  
**FOR APPROVAL**

STAGE  
**DA SUBMISSION**

|   |                         |                                 |
|---|-------------------------|---------------------------------|
| DRAWING NO.<br><b>A400</b>                    | ISSUE<br><b>B</b>       | JOB NO.<br>19308                |
| DRAWN BY<br><b>BY</b>                         | CHECKED BY<br><b>RZ</b> | SCALE<br>1:100# A3<br>1:200# A1 |
| DRAWING TITLE<br><b>SECTION AA_SECTION BB</b> |                         | PRINT DATE<br>10/03/2020        |





|   |   |      |       |      |                  |                                |   |  |                  |   |                          |
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|   | <p><b>STRATHFIELD COUNCIL<br/>RECEIVED</b></p> <p><b>DA2019/198<br/>12 March 2020</b></p> |      |       |      |                  |                                | 16 WENTWORTH ST, GREENACRE<br>NSW 2190  | FOR APPROVAL                           | A500             | B   | 19308                    |
|   |   |      |       |      |                  | PROJECT TYPE<br>DUAL OCCUPANCY | STAGE<br>DA SUBMISSION  | DRAWN BY<br>BY                         | CHECKED BY<br>RZ | SCALE<br>1:100# A3<br>1:200# A1   | PRINT DATE<br>10/03/2020 |
|   |   |      |       |      |                  | CLIENT<br>-                    |  | DRAWING TITLE<br>WINTER SHADOW DIAGRAM |                  |  |                          |



June 22 12pm



June 22 1pm



June 22 2pm



June 22 3pm



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**zta group**  
architecture | urban design | interior design

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**DA2019/198  
12 March 2020**

NOTE

ISSUE DATE

PURPOSE OF ISSUE

PROJECT ADDRESS  
**16 WENTWORTH ST, GREENACRE  
NSW 2190**

PROJECT TYPE  
**DUAL OCCUPANCY**

CLIENT  
-

STATUS  
**FOR APPROVAL**

STAGE  
**DA SUBMISSION**

DRAWING NO.  
**A501**

DRAWN BY  
BY

CHECKED BY  
RZ

DRAWING TITLE  
**3D WINTER SOLAR ACCESS  
DIAGRAMS**

ISSUE  
**B**

SCALE  
1:100# A3  
1:200# A1

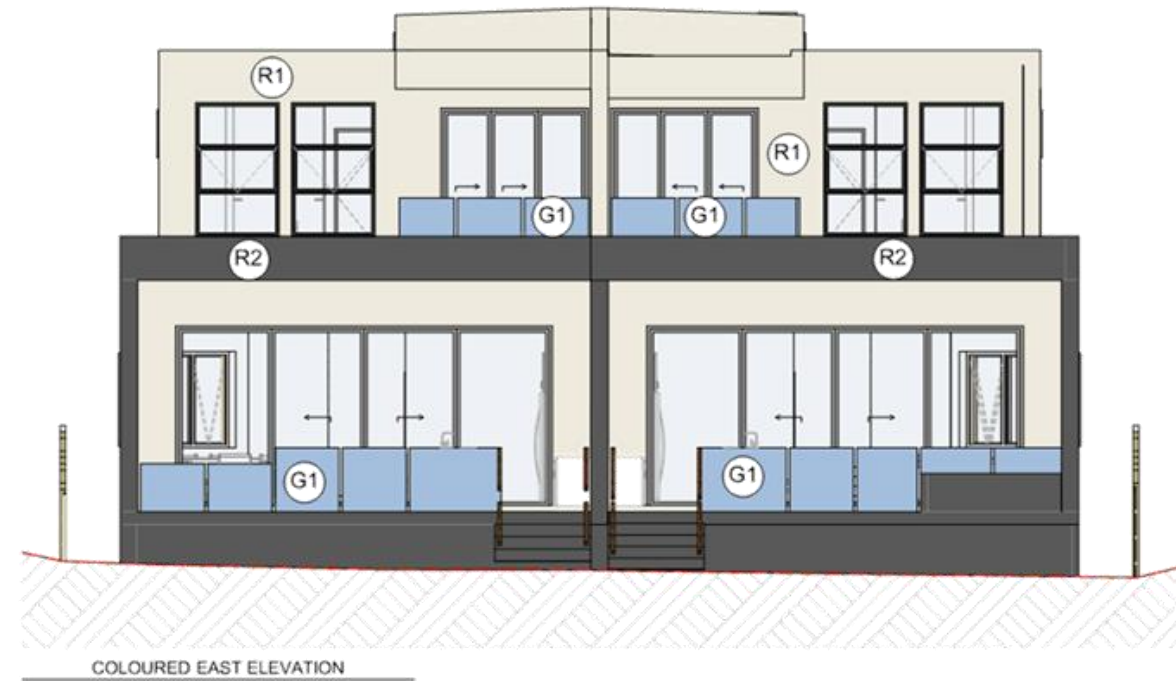
JOB NO.  
19308

PRINT DATE  
10/03/2020





COLOURED WEST ELEVATION



COLOURED EAST ELEVATION



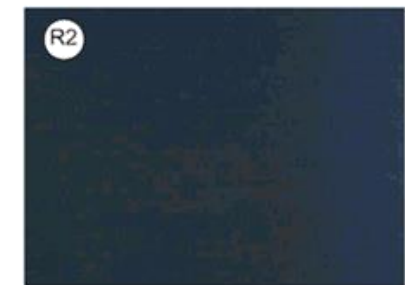
TIMBER GARAGE DOOR



DARK BRONZE METAL ROOF



SURFMIST



IRONSTONE



FRAMELESS GLASS BALASTRADE



DECORATIVE ALUMINIUM PRIVACY SCREEN

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**DA2019/198  
 12 March 2020**

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ISSUE DATE

PURPOSE OF ISSUE

PROJECT ADDRESS  
 16 WENTWORTH ST, GREENACRE  
 NSW 2190

PROJECT TYPE  
 DUAL OCCUPANCY

CLIENT

STATUS

FOR APPROVAL

STAGE  
 DA SUBMISSION

DRAWING NO.

**A700**

DRAWN BY

BY

DRAWING TITLE  
 EXTERNAL FINISH SCHEDULE 1

ISSUE

**B**

CHECKED BY

RZ

SCALE  
 1:100# A3  
 1:200# A1

JOB NO.

19308

PRINT DATE

10/03/2020



**COLOURED NORTH ELEVATION**

**COLOURED SOUTH ELEVATION**

**TIMBER GARAGE DOOR**

**DARK BRONZE METAL ROOF**

**SURFMIST**

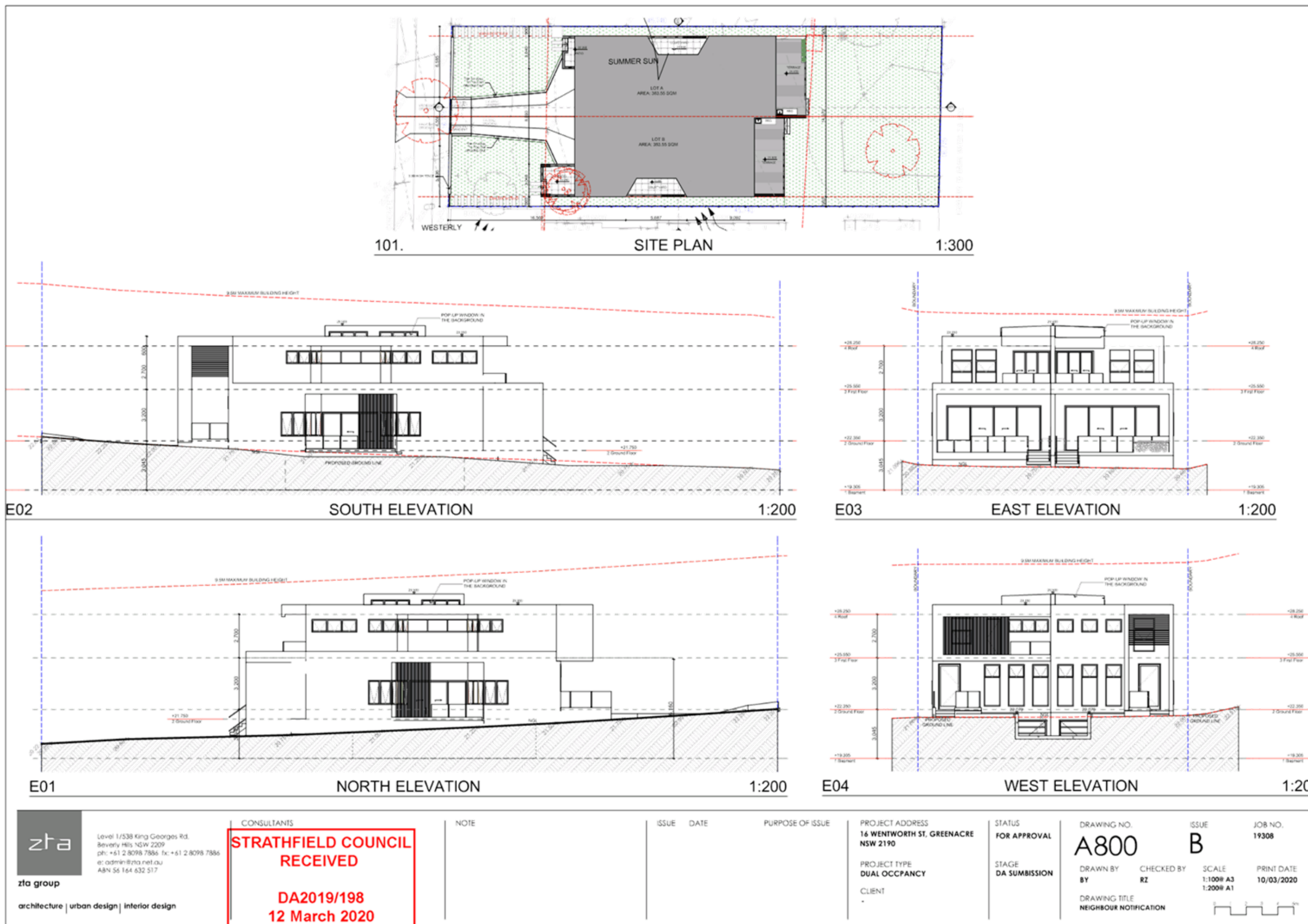
**IRONSTONE**

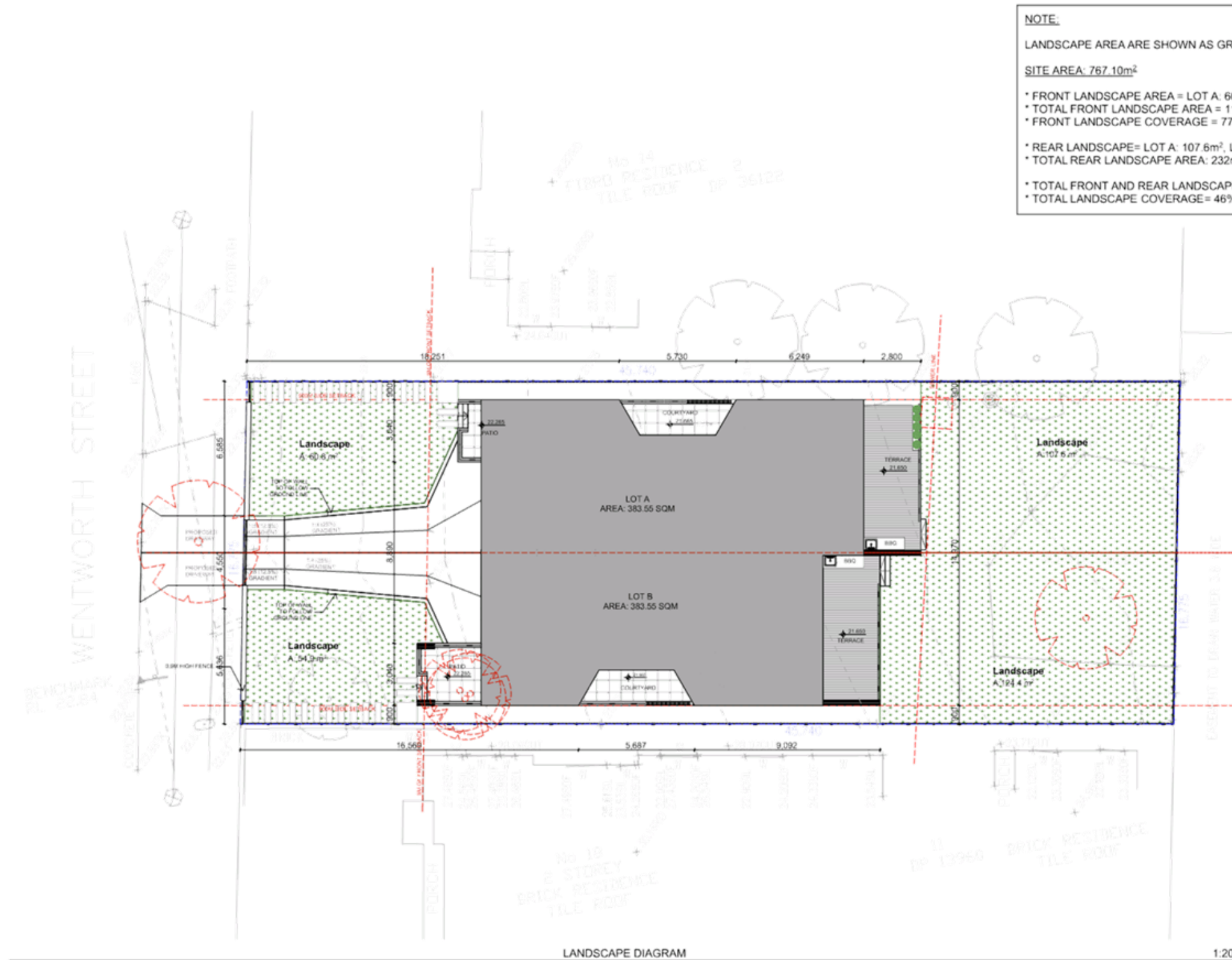
**FRAMELESS GLASS BALASTRADE**

**DECORATIVE ALUMINIUM PRIVACY SCREEN**

|   |   |      |       |      |                  |  |   |  |  |   |
|---|---|------|-------|------|------------------|--|---|--|--|---|
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|   |   |      |       |      |                  |  |   |  |  |   |





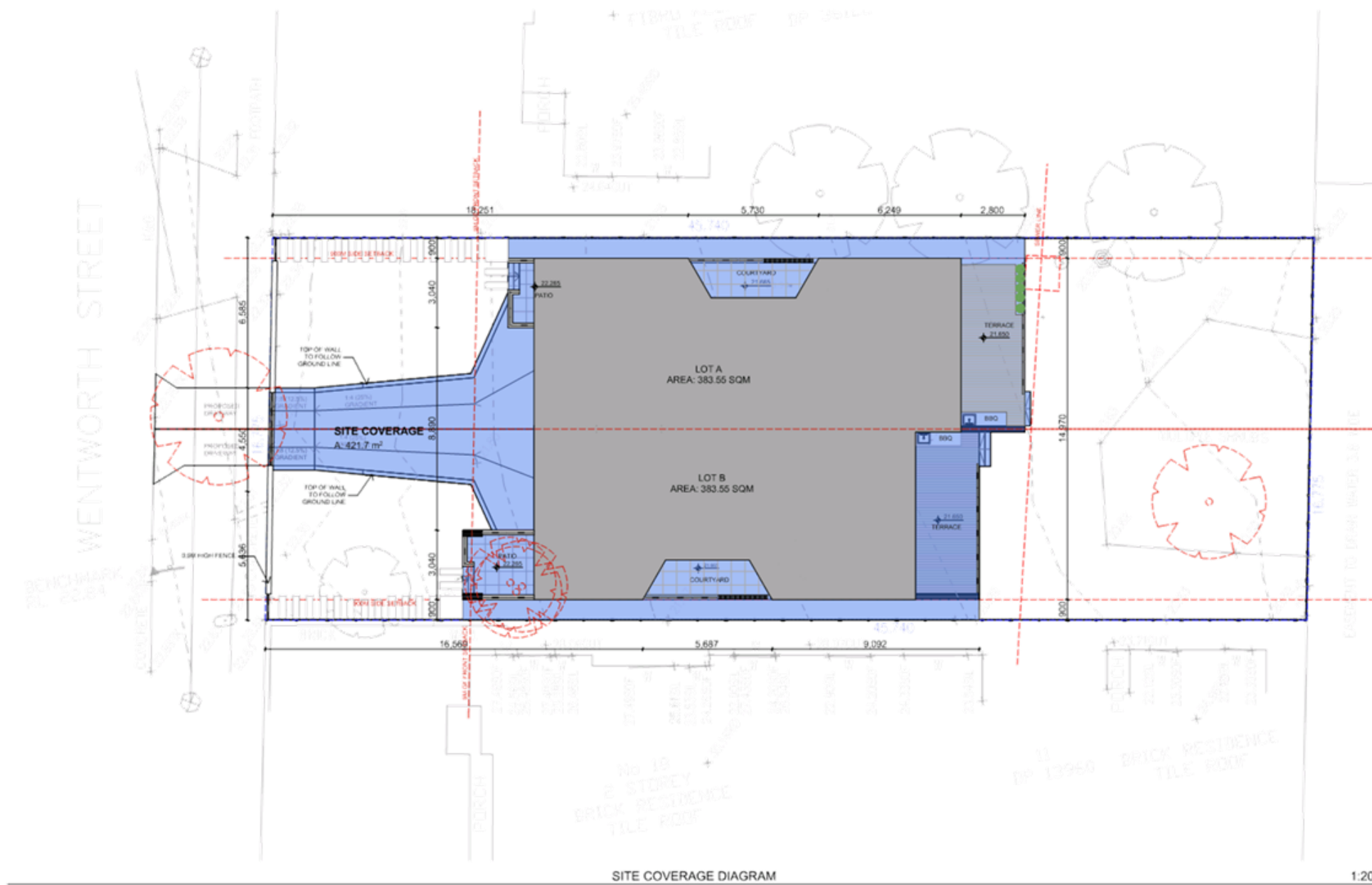


**NOTE:**  
 LANDSCAPE AREA ARE SHOWN AS GRASS HATCH.  
 SITE AREA: 767.10m<sup>2</sup>  
 \* FRONT LANDSCAPE AREA = LOT A: 60.8m<sup>2</sup>, LOT B: 54.9m<sup>2</sup>  
 \* TOTAL FRONT LANDSCAPE AREA = 115.7m<sup>2</sup>  
 \* FRONT LANDSCAPE COVERAGE = 77% (115.70m<sup>2</sup> / 150.8m<sup>2</sup>) > 50%  
 \* REAR LANDSCAPE= LOT A: 107.6m<sup>2</sup>, LOT B: 124.4m<sup>2</sup>  
 \* TOTAL REAR LANDSCAPE AREA: 232m<sup>2</sup>  
 \* TOTAL FRONT AND REAR LANDSCAPE = 115.7m<sup>2</sup> + 232 = 347.70m<sup>2</sup>  
 \* TOTAL LANDSCAPE COVERAGE= 46% (347.70m<sup>2</sup> / 767.10m<sup>2</sup>) > 40%

LANDSCAPE DIAGRAM 1:200

|   |  |             |                   |                         |   |   |   |   |   |
|---|--|-------------|-------------------|-------------------------|---|---|---|---|---|
| <p>Level 1/538 King Georges Rd.<br/>                 Beverly Hills NSW 2209<br/>                 ph: +61 2 8098 7886 fx: +61 2 8098 7886<br/>                 e: admin@zta.net.au<br/>                 ABN 56 164 632 517</p> <p>zta group<br/>                 architecture   urban design   interior design</p> | <p>CONSULTANTS</p> <p><b>STRATHFIELD COUNCIL RECEIVED</b></p> <p><b>DA2019/198</b><br/> <b>12 March 2020</b></p> | <p>NOTE</p> | <p>ISSUE DATE</p> | <p>PURPOSE OF ISSUE</p> | <p>PROJECT ADDRESS<br/>                 16 WENTWORTH ST, GREENACRE NSW 2190</p> <p>PROJECT TYPE<br/>                 DUAL OCCUPANCY</p> <p>CLIENT</p> | <p>STATUS<br/>                 FOR APPROVAL</p> <p>STAGE<br/>                 DA SUBMISSION</p> | <p>DRAWING NO.<br/> <b>A900</b></p> <p>DRAWN BY<br/>                 BY</p> <p>CHECKED BY<br/>                 RZ</p> <p>DRAWING TITLE<br/>                 LANDSCAPE DIAGRAM</p> | <p>ISSUE<br/> <b>B</b></p> <p>SCALE<br/>                 1:100# A3<br/>                 1:200# A1</p> | <p>JOB NO.<br/>                 19308</p> <p>PRINT DATE<br/>                 10/03/2020</p> |
|   |  |             |                   |                         |   |   |   |   |   |

**NOTE:**  
 AREAS CALCULATED IN SITE COVERAGE ARE SHOWN BLUE.  
 SITE AREA: 767.10m<sup>2</sup>  
 \* COVERED AREA= 421.7m<sup>2</sup>  
 \* SITE COVERAGE= 55% (421.7m<sup>2</sup> / 767.10m<sup>2</sup>) < 65%



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 architecture | urban design | interior design

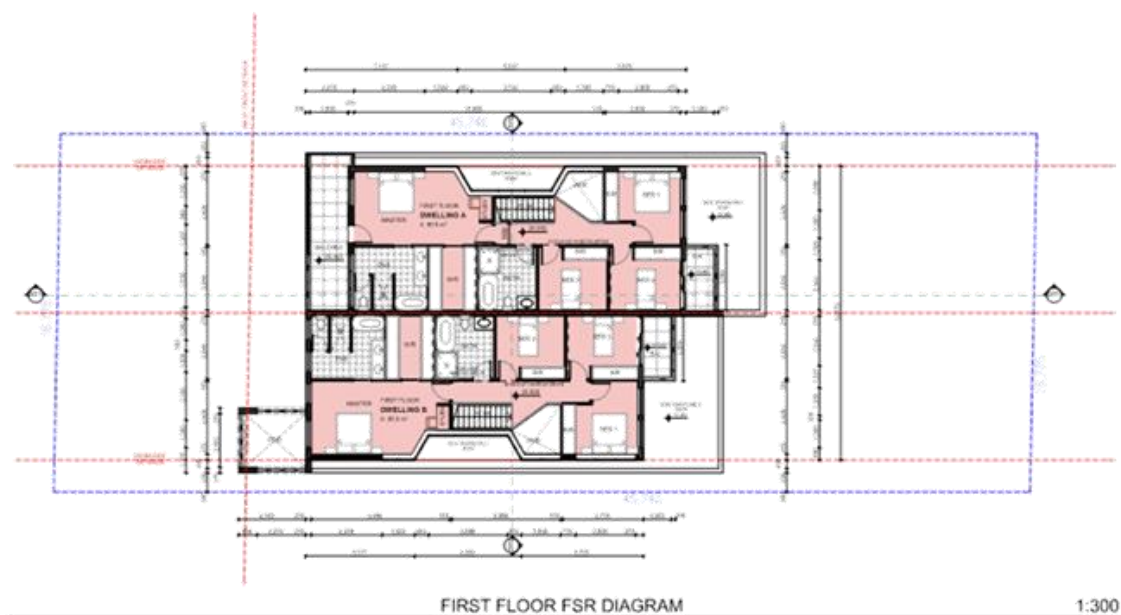
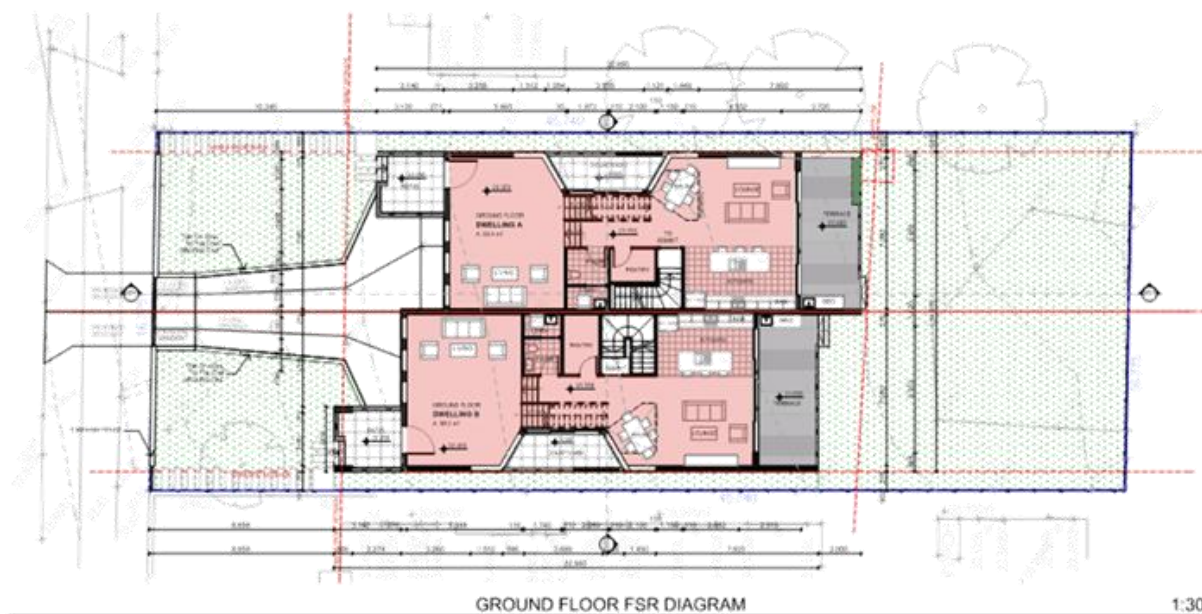
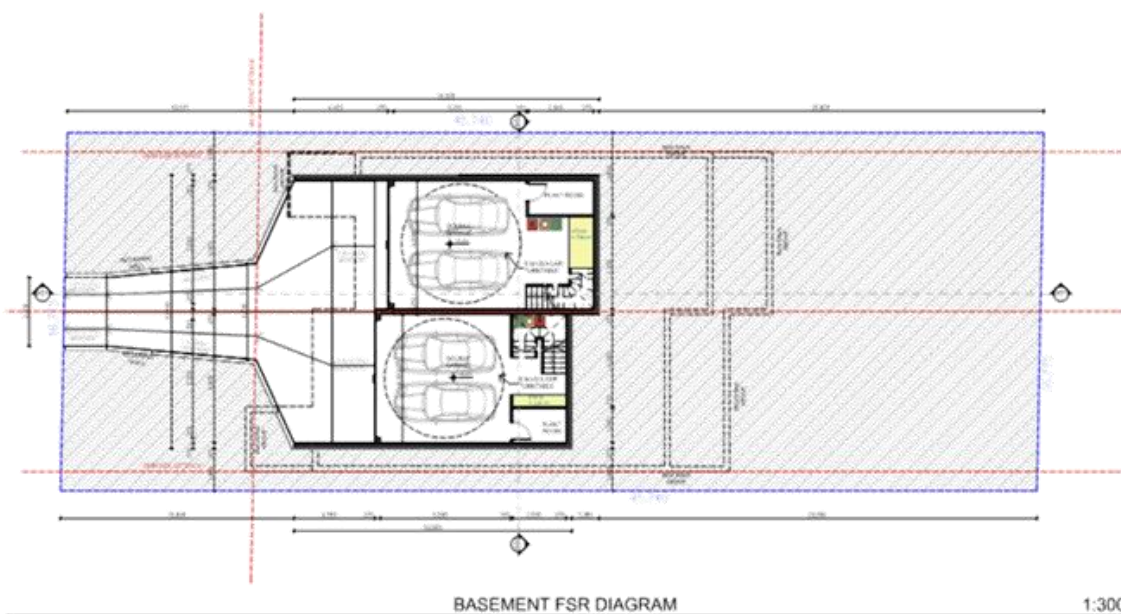
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**DA2019/198  
 12 March 2020**

| NOTE | ISSUE | DATE | PURPOSE OF ISSUE |
|------|-------|------|------------------|
|      |       |      |                  |

PROJECT ADDRESS  
**16 WENTWORTH ST, GREENACRE  
 NSW 2190**  
 PROJECT TYPE  
**DUAL OCCUPANCY**  
 CLIENT  
 -

STATUS  
**FOR APPROVAL**  
 STAGE  
**DA SUBMISSION**

DRAWING NO. **A901**  
 ISSUE **B**  
 JOB NO. **19308**  
 DRAWN BY **BY** CHECKED BY **RZ** SCALE **1:100# A3** PRINT DATE **10/03/2020**  
 DRAWING TITLE **SITE COVERAGE DIAGRAM**



**NOTE:**  
 AREAS CALCULATED IN GFA ARE SHOWN RED  
 SITE AREA: 767.10m<sup>2</sup>  
 \* GROUND FLOOR= DWELLING A: 99.4m<sup>2</sup>; DWELLING B: 98.2m<sup>2</sup>  
 \* FIRST FLOOR= DWELLING A: 85.8m<sup>2</sup>; DWELLING B: 85.9m<sup>2</sup>  
 \* TOTAL GFA = DWELLING A: 185.2m<sup>2</sup>; DWELLING B: 184.10m<sup>2</sup>  
 \* FSR= 49% (369.3m<sup>2</sup> / 767.10m<sup>2</sup>) < 50%

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**DA2019/198  
 12 March 2020**

| NOTE | ISSUE | DATE | PURPOSE OF ISSUE | PROJECT ADDRESS                     | STATUS                 | DRAWING NO.                  | ISSUE            | JOB NO.                         |
|------|-------|------|------------------|-------------------------------------|------------------------|------------------------------|------------------|---------------------------------|
|      |       |      |                  | 16 WENTWORTH ST, GREENACRE NSW 2190 | FOR APPROVAL           | A902                         | B                | 19308                           |
|      |       |      |                  | PROJECT TYPE<br>DUAL OCCUPANCY      | STAGE<br>DA SUBMISSION | DRAWN BY<br>BY               | CHECKED BY<br>RZ | SCALE<br>1:100# A3<br>1:200# A1 |
|      |       |      |                  | CLIENT<br>-                         |                        | DRAWING TITLE<br>FSR DIAGRAM |                  | PRINT DATE<br>10/03/2020        |

1. JUNE 22 9AM 1:500

2. JUNE 22 12PM 1:500

3. JUNE 22 3PM 1:500

|   |   |      |       |      |                  |                               |  |                       |            |                        |            |
|---|---|------|-------|------|------------------|-------------------------------|--|-----------------------|------------|------------------------|------------|
| <p>Level 1/538 King Georges Rd.<br/>Seydly Hills NSW 2209<br/>ph: +61 2 8098 7886 fx: +61 2 8098 7886<br/>e: admin@zta.net.au<br/>ABN 56 164 632 517</p> <p>zta group<br/>architecture   urban design   interior design</p> | CONSULTANTS   | NOTE | ISSUE | DATE | PURPOSE OF ISSUE | PROJECT ADDRESS               | STATUS                                 | DRAWING NO.           | ISSUE      | JOB NO.                |            |
|   | <p><b>STRATHFIELD COUNCIL<br/>RECEIVED</b></p> <p><b>DA2019/198<br/>12 March 2020</b></p> |      |       |      |                  |                               | 16 WENTWORTH ST, GREENACRE<br>NSW 2190 | FOR APPROVAL          | A500       | B                      | 19308      |
|   |   |      |       |      |                  | PROJECT TYPE<br>DUAL OCCPANCY | STAGE<br>DA SUBMISSION                 | DRAWN BY              | CHECKED BY | SCALE                  | PRINT DATE |
|   |   |      |       |      |                  | CLIENT                        | N                                      | BY                    | RZ         | 1:100# A3<br>1:200# A1 | 10/03/2020 |
|   |   |      |       |      |                  |                               |  | DRAWING TITLE         |            |                        |            |
|   |   |      |       |      |                  |                               |  | WINTER SHADOW DIAGRAM |            |                        |            |



June 22 12pm



June 22 1pm



June 22 2pm



June 22 3pm



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12 March 2020**

NOTE

ISSUE DATE

PURPOSE OF ISSUE

PROJECT ADDRESS  
16 WENTWORTH ST, GREENACRE  
NSW 2190

PROJECT TYPE  
DUAL OCCUPANCY

CLIENT

STATUS  
FOR APPROVAL

STAGE  
DA SUBMISSION

DRAWING NO.  
**A501**

DRAWN BY  
BY

DRAWING TITLE  
3D WINTER SOLAR ACCESS  
DIAGRAMS

ISSUE  
**B**

CHECKED BY  
RZ

SCALE  
1:100# A3  
1:200# A1

JOB NO.  
19308

PRINT DATE  
10/03/2020



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12 March 2020**

# STORMWATER MANAGEMENT PLAN

## PROPOSED DUAL OCCUPANCY

### No.16 WENTWORTH ST, GREENCARE NSW 2190

#### DRAINAGE NOTES

**PIPE SIZE:**

THE MINIMUM PIPE SIZE SHALL BE:  
90mm DIA WHERE THE LINE ONLY RECEIVES ROOFWATER RUNOFF; OR  
100mm DIA WHERE THE LINE RECEIVES RUNOFF FROM PAVED OR  
UNPAVED AREAS ON THE PROPERTY

THE MINIMUM PIPE VELOCITY SHOULD BE 0.6 m/s AND A MAXIMUM PIPE VELOCITY  
OF 6.0 m/s DURING THE DESIGN STORM.

**PIPE GRADE:**

THE MINIMUM PIPE GRADE SHALL BE:  
1.0% FOR PIPES LESS THAN 225mm DIA  
0.5% FOR ALL LARGER PIPES

PIPES WITH A GRADIENT GREATER THAN 20% WILL REQUIRE ANCHOR BLOCKS AT  
THE TOP AND BOTTOM OF THE INCLINED SECTION, AND AT INTERVALS NOT  
EXCEEDING 3.0m

ANCHOR BLOCKS ARE DESIGNED ACCORDING TO CLAUSE 3.5.3 OF AS3500.3-1990

**DEPTH OF COVER FOR PVC PIPES:**

MINIMUM PIPE COVER SHALL BE AS FOLLOWS

| LOCATION  | MINIMUM COVER  |
|---|--|
| NOT SUBJECT TO VEHICLE LOADING                    | 100mm SINGLE RESIDENTIAL<br>300mm ALL OTHER DEVELOPMENTS |
| SUBJECT TO VEHICLE LOADING<br>UNDER A SEALED ROAD | 450mm WHERE NOT IN A ROAD<br>600mm                       |
| UNSEALED ROAD                                     | 750mm  |
| PAVED DRIVEWAY                                    | 100mm PLUS DEPTH OF CONCRETE                             |

SEE AS2032 INSTALLATION OF UPVC PIPES FOR FURTHER INFORMATION

CONCRETE PIPE COVER SHALL BE IN ACCORDANCE WITH AS3725-1989 LOADS ON  
BURIED CONCRETE PIPES. HOWEVER A MINIMUM COVER OF 450mm WILL APPLY

WHERE INSUFFICIENT COVER IS PROVIDED, THE PIPE SHALL BE COVERED AT  
LEAST 50mm THICK OVERLAY AND SHALL THEN BE PAVED WITH AT LEAST:  
150mm REINFORCED CONCRETE WHERE SUBJECT TO HEAVY VEHICLE  
TRAFFIC;  
75mm THICKNESS OF BRICK OR 100mm OF CONCRETE PAVING WHERE  
SUBJECT TO LIGHT VEHICLE TRAFFIC; OR  
50mm THICK BRICK OR CONCRETE PAVING WHERE NOT SUBJECT TO  
VEHICLE TRAFFIC

**CONNECTIONS TO STORMWATER DRAINS UNDER BUILDINGS:**

SHALL BE CARRIED OUT IN ACCORDANCE WITH SECTION 3.10 OF AS3500.3-1990

**ABOVE GROUND PIPEWORK:**

SHALL BE CARRIED OUT IN ACCORDANCE WITH SECTION 6 OF AS3500.3-1990

**PIT SIZES AND DESIGN:**

| DEPTH (mm)       | MINIMUM PIT SIZE (mm)         |
|------------------|-------------------------------|
| UP TO 450mm      | 450 x 450                     |
| 450mm TO 600mm   | 600 x 600                     |
| 600mm TO 900mm   | 600 x 900                     |
| 900mm TO 1500mm  | 900 x 900 (WITH STEP IRONS)   |
| 1500mm TO 2000mm | 1200 x 1200 (WITH STEP IRONS) |

ALL PIPES SHOULD BE CUT FLUSH WITH THE WALL OF THE PIT

PITS GREATER THAN 600mm DEEP SHALL HAVE A MINIMUM ACCESS  
OPENING OF 600 x 600mm

THE GRATED COVERS OF PITS LARGER THAN 600 x 600mm ARE TO BE  
HINGED TO PREVENT THE GRATE FROM FALLING INTO THE PIT

THE BASE OF THE DRAINAGE PITS SHOULD BE AT THE SAME LEVEL AS THE  
INVERT OF THE OUTLET PIPE. RAINWATER SHOULD NOT BE PERMITTED TO  
POND WITHIN THE STORMWATER SYSTEM

**TRENCH DRAINS:**

CONTINUOUS TRENCH DRAINS ARE TO BE OF WIDTH NOT LESS  
THAN 150mm AND DEPTH NOT LESS THAN 100mm. THE BARS OF  
THE GRATING ARE TO BE PARALLEL TO THE DIRECTION OF  
SURFACE FLOW

**STEP IRONS:**

PITS BETWEEN 1.2m AND 6m ARE TO HAVE STEP IRONS IN  
ACCORDANCE WITH AS1657. FOR PITS GREATER THAN 6m  
OTHER MEANS OF ACCESS MUST BE PROVIDED

**PVC PITS:**

PVC PITS WILL ONLY BE PERMITTED IF THEY ARE NOT A  
GREATER SIZE THAN 450 x 450mm (MAXIMUM DEPTH 450mm) AND  
ARE HEAVY DUTY

**IN-SITU PITS:**

IN-SITU PITS ARE TO BE CONSTRUCTED ON A CONCRETE BED OF  
AT LEAST 150mm THICK. THE WALLS ARE TO BE DESIGNED TO  
MEET THE MINIMUM REQUIREMENTS OF CLAUSE 4.6.3 OF  
AS3500.4-1990. PITS DEEPER THAN 1.8m SHALL BE  
CONSTRUCTED WITH REINFORCED CONCRETE

**GRATES:**

GRATES ARE TO BE GALVANISED STEEL GRID TYPE. GRATES  
ARE TO BE OF HEAVY-DUTY TYPE IN AREAS WHERE THEY MAY  
BE SUBJECT TO VEHICLE LOADING

#### GENERAL NOTES

- FINAL LOCATION OF NEW DOWNPIPES TO BE DETERMINED BY  
BUILDER/ARCHITECT AT TIME OF CONSTRUCTION
- THESE DRAWINGS TO BE READ IN CONJUNCTION WITH  
ARCHITECTS AND OTHER CONSULTANTS DRAWINGS. ANY  
DISCREPANCIES TO BE REFERRED TO THE ENGINEER BEFORE  
PROCEEDING WITH WORK
- ALL MATERIALS AND WORKMANSHIP TO BE IN ACCORDANCE  
WITH AS/NZS 3500.3:2003 STORMWATER DRAINAGE, BCA AND  
LOCAL COUNCIL POLICY/CONSENT/REQUIREMENTS
- ALL DIMENSIONS AND LEVELS TO BE VERIFIED BY BUILDER  
ON-SITE PRIOR TO COMMENCEMENT OF WORKS. THESE  
DRAWINGS ARE NOT TO BE SCALED FOR DIMENSIONS NOR TO  
BE USED FOR SETOUT PURPOSES
- ALL SURVEY INFORMATION AND PROPOSED BUILDING AND  
FINISHED SURFACE LEVELS SHOWN IN THESE DRAWINGS ARE  
BASED ON LEVELS OBTAINED FROM DRAWINGS BY OTHERS.  
THESE DRAWINGS DEPICT THE DESIGN OF SURFACE  
STORMWATER RUNOFF DRAINAGE SYSTEMS ONLY AND DO NOT  
DEPICT ROOF DRAINAGE OR SUBSOIL DRAINAGE SYSTEMS  
UNLESS NOTED OTHERWISE. THE DESIGN OF ROOF AND  
SUBSOIL DRAINAGE SYSTEMS IS THE RESPONSIBILITY OF  
OTHERS
- ALL STORMWATER DRAINAGE PIPES ARE TO BE UPVC AT  
MINIMUM 1% GRADE UNLESS NOTED OTHERWISE
- IT IS THE CONTRACTORS RESPONSIBILITY TO LOCATE AND  
LEVEL ALL EXISTING SERVICES OR OTHER STRUCTURES  
WHICH MAY AFFECT/BE AFFECTED BY THIS DESIGN PRIOR TO  
COMMENCEMENT OF WORKS
- ALL PITS WITHIN DRIVEWAYS TO BE 150mm THICK CONCRETE  
OR EQUAL
- THIS PLAN IS THE PROPERTY OF QUANTUM ENGINEERS AND  
MAY NOT BE USED OR REPRODUCED WITHOUT WRITTEN  
PERMISSION FROM QUANTUM ENGINEERS

#### PLAN NOTES

- ROOF DRAINAGE NOTE:** AS 3500 ROOF DRAINAGE REQUIRES  
EAVES GUTTERS TO BE SIZED FOR 20 YEAR 5 MIN. STORM =  
205mm/hr. FOR EAVES GUTTERS, AS 3500.3:2003 THEN HAS  
THE FOLLOWING REQUIREMENTS:
  - FOR TYPICAL STANDARD QUAD GUTTER WITH  $A_e =$   
6000mm<sup>2</sup> AND GUTTER SLOPE 1:500 AND STEEPER,  
THIS REQUIRES ONE DOWNPIPE PER 30m<sup>2</sup> ROOF AREA.
  - DOWNPIPES TO BE MINIMUM 90mm DIA. OR 100 x 50mm  
FOR GUTTERS SLOPE 1:500 AND STEEPER
  - OVERFLOW METHOD TO FIGURE G1 OF AS 3500.3:2003  
IT IS THE RESPONSIBILITY OF THE PLUMBER AND / OR  
BUILDER TO COMPLY WITH THIS. THIS DRAWING  
SHOWS PRELIMINARY LOCATIONS / NUMBERS OF  
DOWNPIPES ONLY WHICH ARE TO BE VERIFIED BY  
BUILDER / PLUMBER
- TREE PRESERVATION:** IT IS THE RESPONSIBILITY OF THE  
CONTRACTOR TO OBTAIN ANY PRIOR APPROVAL REQUIRED  
FROM COUNCIL WITH RESPECT TO POTENTIAL IMPACT ON  
TREES FOR ANY WORKS SHOWN ON THIS DRAWING PRIOR  
TO THE COMMENCEMENT OF THOSE WORKS
- ALL ROOF GUTTERS TO HAVE OVERFLOW PROVISION IN  
ACCORDANCE WITH AS 3500.3:2003 AND SECTIONS 3.5.3,  
3.7.5 AND APPENDIX G OF AS 3500.3:2003
- THIS DRAWING IS NOT TO BE USED FOR SET-OUT  
PURPOSES - REFER TO ARCHITECTURAL DRAWINGS
- LOCATION OF SURFACE STORMWATER GRATED INLET PITS  
MAY BE VARIED OR NEW PITS INSTALLED AT THE  
CONSTRUCTION STAGE PROVIDED DESIGN INTENT OF THIS  
DRAWING IS MAINTAINED

| LEGEND   |           |
|--|-----------|
| SURFACE INLET PIT                                  |           |
| SURFACE INLET PIT<br>(WITH ENVIROPOD 200 MICRO)    |           |
| ACCESS GRATE<br>(WITH ENVIROPOD 200 MICRO)         |           |
| ACCESS GRATE<br>(TO HD PIT)                        |           |
| 450 SQUARE INTERVAL                                | 450 X 450 |
| GRATE LEVEL = 75.50                                | SL 75.50  |
| INVERT LEVEL = RL 75.20                            | IL 75.20  |
| PROPOSED DOWNPIPE<br>90mm DIA. OR 100mm x 50mm MIN |           |
| GRADED TRENCH DRAIN                                |           |
| ABSORPTION TRENCH                                  |           |
| PROPOSED ROOF GUTTER FALL                          |           |
| PROPOSED DOWNPIPE SPREADER                         |           |
| STORMWATER PIPE 100mm DIA. MIN. UNO                |           |
| SUBSOIL PIPE                                       |           |
| EXISTING STORMWATER PIPE                           |           |
| INSPECTION RISER                                   |           |
| RAINWATER HEAD                                     |           |
| RETAINING WALL                                     |           |

| REV. NO. | DESCRIPTION TO REVISION             | REV. BY | DATE       |
|----------|-------------------------------------|---------|------------|
| B        | REVISED PLAN AS PER COUNCIL REQUEST | K.A     | 13.02.2019 |
| C        | REVISED PLAN AS PER MARK UP PLAN    | K.A     | 09.03.2020 |

**GENERAL NOTES**

Figured dimensions & larger scale drawings shall be  
taken in preference to scaled readings.

Check all dimensions and levels on site before  
commencement of work or ordering materials.

All workmanship and materials shall comply with all  
relevant codes, ordinances, Australian standards and  
manufacturer's instructions.

All discrepancies shall be brought to the attention of  
AKT Engineering& Consulting P/L

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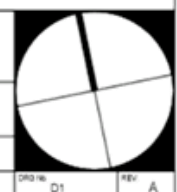
The responsibility of AKT Engineering& Consulting P/L  
is removed if these conditions are not observed.

ARCHITECTURAL DESIGNERS  
- CIVIL & STRUCTURAL ENGINEERS  
- SURVEYING & BOUNDARY ASSESSORS  
- CONSTRUCTION CERTIFICATES  
- ACCREDITED CERTIFIERS  
- PROJECT MANAGERS

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|          |                            |
|----------|----------------------------|
| CUSTOMER | ZTA GROUP                  |
| PROJECT  | 16 WENTWORTH ST, GREENCARE |

|                  |                              |
|------------------|------------------------------|
| TITLE            | GENERAL NOTES PLAN           |
| PROJECT PORTION  | DOUBLE STOREY DUAL OCCUPANCY |
| CHECKED PROPOSAL | APPROVED PROPOSAL            |
| CLIENT APPROVED  | ENGINEER APPROVED            |
| DRAWN BY         | K.A                          |
| SCALE            | 200                          |
| JOB NO.          | AKT19070                     |



**TYPICAL GRATED DRAIN DETAIL**  
SCALE 1:20

REBATE AS PER MANUFACTURERS DETAILS  
REFER HYDRAULIC ENGINEER FOR GRATED DRAIN DETAILS

ATLANTIS DRAINAGE CELLS TO BE USED BEHIND BASEMENT RETAINING WALLS USE AN 200 WIDE x 40 THICK LOG WRAPPED IN GEOTEXTILE FABRIC AT 1200 CENTRES VERTICALLY TO STRUCTURAL ENGINEERS DETAILS TYPICAL

WATER PROOFING TO BE PROVIDED BY OTHERS  
WALL TO STRUCTURAL ENGINEERING DETAILS  
PROVIDE 80mm GAP  
SLAB  
ATLANTIS DRAINAGE CELLS TO BE CONNECTED TO INTERNAL DRAINAGE SYSTEM AT 1200 CENTRES

**TYPICAL BASEMENT WALL DRAINAGE DETAILS**

SUBSOIL DRAINAGE PIPE

PUMP WELL  
1.5x1.5x0.9m DEPTH OF WATER  
RL 19.305 IL 18.205 T.WL 19.105(MINIMUM FLOW RATE OF PUMP: 10L/sec@ 7m HEAD)(SUBMERSIBLE AUTOMATIC PUMPS WORKING AT ALTERNATIVE LEVELS WITH ALARM)

Ø80mm PRESSURE PIPE VR TO CONTROL PIT

45.740

45. PUMP WELL  
1.5x1.5x0.9m DEPTH OF WATER  
RL 19.305 IL 18.205 T.WL 19.105(MINIMUM FLOW RATE OF PUMP: 10L/sec@ 7m HEAD)(SUBMERSIBLE AUTOMATIC PUMPS WORKING AT ALTERNATIVE LEVELS WITH ALARM)

Ø80mm PRESSURE PIPE VR TO CONTROL PIT

CLASS B (LIGHT DUTY) HINGED GALVANIZED MILD STEEL GRATE AND FRAME

PER PUMP

PUMP PERFORMANCE CURVES

SECTION A PUMP STORAGE TANK DETAIL  
N.T.S

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12 March 2020**

**WARNING**  
PUMP OUT SYSTEM FAILURE IN BASEMENT WHEN LIGHT IS FLASHING AND SIREN SOUNDING

**BASEMENT PUMP OUT FAILURE WARNING SIGN**

NOTE:  
1- SIGN SHALL BE PLACED IN A CLEAR AND VISIBLE LOCATION WHERE VEHICLES ENTER THE BASEMENT.

COLOURS:  
"WARNING" - RED  
BORDER AND OTHER LETTERING - BLACK

**PUMP SPECIFICATIONS**  
**STANDARD PUMP-OUT NOTES**

THE PUMP-OUT SYSTEM IS DESIGNED TO WORK IN THE FOLLOWING MANNER -

1. THE PUMPS SHALL BE PROGRAMMED TO WORK ALTERNATELY SO AS TO ALLOW BOTH PUMPS TO HAVE EQUAL OPERATION LOAD & PUMP LIFE.
2. A LOW LEVEL FLOAT SHALL BE PROVIDED TO ENSURE THE MINIMUM REQUIRED WATER LEVEL IS MAINTAINED WITHIN THE SUMP AREA OF THE BELOW GROUND TANK. IN THIS REGARD THIS FLOAT WILL FUNCTION AS AN OFF SWITCH FOR THE PUMPS.
3. A SECOND FLOAT SHALL BE PROVIDED AT A HIGHER LEVEL, APPROXIMATELY 300mm ABOVE THE MINIMUM WATER LEVEL, WHEREBY ONE OF THE PUMPS WILL OPERATE & DRAIN THE TANK TO THE LEVEL OF THE LOW LEVEL FLOAT.
4. A THIRD FLOAT SHALL BE PROVIDED AT A HIGH LEVEL, WHICH IS APPROXIMATELY THE ROOF LEVEL OF THE BELOW GROUND TANK. THIS FLOAT SHOULD START THE OTHER PUMP THAT IS NOT OPERATING & ACTIVATE THE ALARM.
5. AN ALARM SYSTEM SHALL BE PROVIDED WITH A FLASHING STROBE LIGHT & A PUMP FAILURE WARNING SIGN WHICH ARE TO BE LOCATED AT THE DRIVEWAY ENTRANCE TO THE BASEMENT LEVEL. THE ALARM SYSTEM SHALL BE PROVIDED WITH A BATTERY BACK-UP IN CASE OF POWER FAILURE.

**CONSIDERATIONS**

1. TWO(2) PUMPS KW/FLO SUBMERSIBLE PUMPS (415V OR 240V)
2. ONE(1) PUMPS KW/FLO START CONTROL PANEL (CONTROL DESIGN TO ALTERNATE PUMPS ON START OR CONSECUTIVE START OPERATION)
3. TWO(2) GATE VALVES (BRONZE)
4. TWO(2) CHECK VALVES (SIVING TYPE) (BRONZE)
5. TWO(2) SETS OF DISCHARGE HOSES WITH KAMLOK QUICK RELEASE COUPLINGS
6. ALL IN TANK PIT/PVC AND PIPE FITTINGS, BRACKETS/SUPPORTS, HD GAL CHAINS
7. FOUR(4) KW/FLO START KENRAM HONEYWELL LEVEL FLOAT REGULATORS
8. INSTALLATION IN PROVIDED TANK/PIT

**DESIGN**

1. TANK PACKAGE/COVERS/HATCH, ALARM BELL, LOW LEVEL ALARM REGULATOR

| MODEL    | BSS. SIZE | MOTOR kW | POWER     | Max Capacity | Max Head  | Vt. Lght | CABLE m  |
|----------|-----------|----------|-----------|--------------|-----------|----------|----------|
| KPSS 250 | 40mm BSP  | 0.25     | 240v      | 220 L/min    | 8 metres  | 17       | 5.2metre |
| KPSS 400 | 50mm BSP  | 0.40     | 240v      | 290 L/min    | 13 metres | 19       | 5.2metre |
| KPSS 750 | 50mm BSP  | 0.75     | 240v/415v | 380 L/min    | 16 metres | 20       | 5.2metre |

**Basement Holding Tank**  
Area draining to the garage pumping well is the driveway to the basement (60m<sup>2</sup>)  
Storage must be provided for a breakout of at least 2hrs, the 100yrs ARI 2hr storm runoff is

$$Q = F \times C \times I \times A$$

$$= 1/3600 \times 1 \times 40 \times 60$$

$$= 10 \text{ L/s}$$

Volume accumulated

$$V = (10 \text{ L/s} \times 2\text{hrs} \times 3600\text{s}/1000)$$

$$= 72 \text{ m}^3$$

Let the maximum discharge be for the 10 min 100yrs ARI storm. In the event of a stronger storm such as a 5min 100yrs ARI, the standby pump will operate with the duty pump to discharge the extra runoff in case of a break down, storage is provided in the basement for the excess runoff

$$Q = F \times C \times I \times A$$

$$= 1/3600 \times 1 \times 297 \times 40$$

$$= 4.5 \text{ L/s}$$

A Control volume is required to prevent the pump from starting too often ( $\approx 10/\text{hr}$ )

$$CV = 900 \times 0\text{p}/\text{h}$$

$$= 1900 \times 4.5/\text{h} (10 \times 1000)$$

$$= 0.40 \text{ m}^3$$

**Basement Pumping Duty Calculation (Q = 1 L/s)**

| ITEM                                | HEAD        |
|-------------------------------------|-------------|
| Static Adjustment                   | 4.6m        |
| 45mm Pump Fittings EL 25m (13m/100) | 0.4m        |
| 45mm PVC Class 9 EL 10m (13m/100)   | 0.2m        |
| Sundries/about 10%)                 | 0.6m        |
| <b>Total</b>                        | <b>6.2m</b> |

| REV. NO | DESCRIPTION TO REVISION             | REV. BY | DATE       |
|---------|-------------------------------------|---------|------------|
| B       | AMENDED PLAN AS PER COUNCIL REQUEST | K.A     | 13.02.2019 |
| C       | AMENDED PLAN AS PER MARK UP PLAN    | K.A     | 09.03.2020 |

**GENERAL NOTES**

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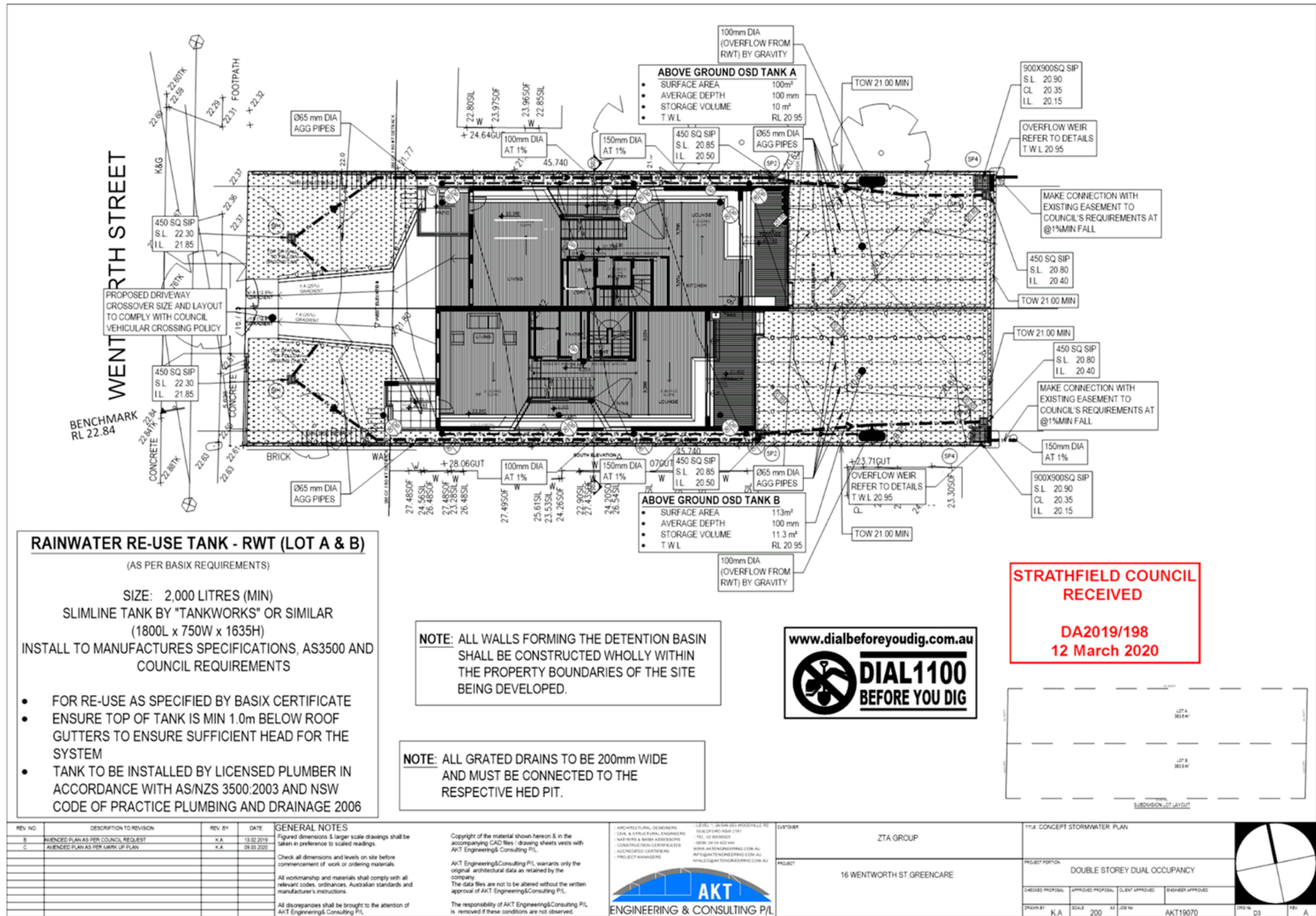
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The responsibility of AKT Engineering& Consulting P/L is removed if these conditions are not observed.

|  |   |                       |                                       |   |  |
|--|---|-----------------------|---------------------------------------|---|--|
| ARCHITECTURAL, ENGINEERS<br>CIVIL & STRUCTURAL ENGINEERS<br>NATHER & SABA ASSOCIATES<br>CONSULTING ENGINEERS<br>ACCREDITED ENGINEERS<br>PROJECT MANAGERS | LEVEL 1, 34/34-35 WOODVILLE RD<br>GUILDFORD NSW 2161<br>TEL: 02 96009201<br>MOB: 0418 462 464<br>WWW.AKTENGINEERING.COM.AU<br>INFO@AKTENGINEERING.COM.AU<br>MAILING@AKTENGINEERING.COM.AU | CUSTOMER<br>ZTA GROUP | PROJECT<br>16 WENTWORTH ST, GREENCARE | TITLE: BASEMENT FLOOR PLAN  |  |
| PROJECT PORTION<br>DOUBLE STOREY DUAL OCCUPANCY  |   |                       |                                       | CHECKED PROPOSAL<br>APPROVED PROPOSAL<br>CLIENT APPROVED<br>ENGINEER APPROVED |  |
| DRAWN BY: K.A<br>SCALE: 200<br>AT JOB NO: AKT19070   | DATE: 02<br>REV: A  |                       |                                       |   |  |





**RAINWATER RE-USE TANK - RWT (LOT A & B)**

(AS PER BASIX REQUIREMENTS)

SIZE: 2,000 LITRES (MIN)  
 SLIMLINE TANK BY "TANKWORKS" OR SIMILAR  
 (1800L x 750W x 1635H)  
 INSTALL TO MANUFACTURERS SPECIFICATIONS, AS3500 AND  
 COUNCIL REQUIREMENTS

- FOR RE-USE AS SPECIFIED BY BASIX CERTIFICATE
- ENSURE TOP OF TANK IS MIN 1.0m BELOW ROOF GUTTERS TO ENSURE SUFFICIENT HEAD FOR THE SYSTEM
- TANK TO BE INSTALLED BY LICENSED PLUMBER IN ACCORDANCE WITH AS/NZS 3500:2003 AND NSW CODE OF PRACTICE PLUMBING AND DRAINAGE 2006

**NOTE:** ALL WALLS FORMING THE DETENTION BASIN SHALL BE CONSTRUCTED WHOLLY WITHIN THE PROPERTY BOUNDARIES OF THE SITE BEING DEVELOPED.

**NOTE:** ALL GRATED DRAINS TO BE 200mm WIDE AND MUST BE CONNECTED TO THE RESPECTIVE HED PIT.

**STRATHFIELD COUNCIL RECEIVED**

**DA2019/198**  
**12 March 2020**



| REV. NO. | DESCRIPTION TO REVISION             | REV. BY | DATE       |
|----------|-------------------------------------|---------|------------|
| B        | AMENDED PLAN AS PER COUNCIL REQUEST | K.A     | 13.02.2019 |
| C        | AMENDED PLAN AS PER MARK UP PLAN    | K.A     | 09.03.2020 |

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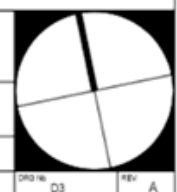
ARCHITECTURAL DESIGNERS  
 CIVIL & STRUCTURAL ENGINEERS  
 NATURE & BIODIVERSITY ASSESSORS  
 CONSTRUCTION CERTIFICATES  
 ACCREDITED CERTIFIERS  
 PROJECT MANAGERS

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 WHOLESALE@AKTENGINEERING.COM.AU

CUSTOMER: ZTA GROUP

PROJECT: 16 WENTWORTH ST, GREENCARE

|   |                   |                  |                   |
|---|-------------------|------------------|-------------------|
| TITLE: CONCEPT STORMWATER PLAN                |                   |                  |                   |
| PROJECT PORTION: DOUBLE STOREY DUAL OCCUPANCY |                   |                  |                   |
| CHECKED PROPOSAL                              | APPROVED PROPOSAL | CLIENT APPROVED  | ENGINEER APPROVED |
| DRAWN BY: K.A                                 | SCALE: 200        | JOB NO: AKT19070 | DATE: 03          |



**OSD A&B DISCHARGE CONTROL PIT SECTION DETAIL**  
 CLASS A LIGHT DUTY THINMED GALVANISED HDL STEEL GRATE AND FRAME WITH J-LOCKS  
 TOP OF WATER R.L. 20.95  
 GRATE R.L. 20.80  
 BASE R.L. 20.45  
 #50mm NON-RETURN FLAP VALVE  
 2x 450x900  
 TOP OF WALL R.L. 21.00  
 OVERFLOW WEIR REFER TO DETAILS  
 INTERNAL WALLS OF PIT SHALL BE CEMENT RENDERED  
 3mm S.S. ORIFICE PLATE EMBEDDED IN CONCRETE TO PIT WALL WITH 20mm MACHINED ORIFICE  
 2 x #50mm HDL OF GRATE WITH GRAVEL SURROUNDING WRAPPED IN GEOTEXTILE FABRIC  
 50  
 1000  
 R.L. 21.00  
 R.L. 20.95  
**SLOT WEIR LOT A&B IN BRICK RETAINING WALL**  
 DETAIL  
 (L) WEIR = FULL WIDTH MM

**ORIFICE PLATES ELEVATION**  
 250  
 250  
 Ø ORIFICE HOLE MACHINED TO 0.5mm ACURACY  
 3mm STAINLESS STEEL PLATE  
 ORIFICE SIZING 33 mm ORIFICE

**MULTI PURPOSE FILTER SCREEN**  
 REMOVABLE TRIANGULAR SCREEN  
 HOT DIPPED GALV. LYSAGHT MAXIMESH TYPE RH3030 WITH HANDLE  
 SCREEN  
 MOUNTING BRACKET  
 PIT WALL  
 #90UPVC PIPE CONNECTED FROM GUTTERS TO RAINWATER TANKS AND TO BE FULLY SEALED AND PAINTED TO PREVENT DAMAGE FROM SUN  
 1002 SEWER GRADE NLET PIPE JOINTS FULLY SEALED  
 PRODUCT CODE: MMPS (MASCOT ENGINEERING)  
 FITTED TO CONTROL PIT PRIOR TO OUTLET

**GRADED DRAIN**  
 125mm THICK SLAB N72 TOP MESH  
 200mm  
 'X' JOINT  
 N12-300 'L' BARS  
 N12-300 'L' BARS CENTRAL WITH 4-N12 LONGITUDINAL  
 MEDIUM DUTY GALVANISED STEEL GRATING  
 NOTE: CONCRETE TRENCH WITH GALVANISED STEEL GRATING MAY BE SUBSTITUTED FOR U V STABILISED POLYPROPYLENE U CHANNEL & GRATE SUBJECT TO ENGINEERS APPROVAL  
 SPS 100MM SQUARE VARI-LEVEL SIDE OUTLET DRAIN 6550MM OUTLET  
 SPECIFICATION CODE: Q13054/C90 (POLISHED 304 STAINLESS STEEL, ABS LOWER BODY) Q13055/C90 (SATIN 316 STAINLESS STEEL GRATE, ABS LOWER BODY)  
 130MM SQUARE  
 • SQUARE GRATE POLISHED 304 OR SATIN 316 STAINLESS STEEL  
 • UPVC 90° BODY AND REVERSIBLE MEMBRANE CLAMP COLLAR WITH FEMALE 65MM BSP THREAD.

**TERRACE GRATE (SPS) - TG**  
 NTS  
 BLOCKWORK WALLS, BRICK WALLS OR PRECAST CONCRETE PITS MAY BE SUBSTITUTED SUBJECT TO APPROVAL  
 100  
 FGL  
 N12-400 EACH WAY  
 INLET PIPE  
 CONCRETE BENCHING AS REQUIRED  
 BASE TO BE 75 MIN. THICK  
 SECTION A  
 NOTE: ALL PROPOSED SITE PITS ARE TO BE CONSTRUCTED IN CONCRETE CAST IN SITU. PLASTIC OR BRICK PITS ARE NOT ACCEPTABLE HOWEVER, COUNCIL MAY CONSIDER PRE-CAST UNITS IF THE UNITS ARE PLACED ON A SOLID BASE OF GRAVEL OR CONCRETE OF 75mm THICK AND BACKFILL UP TO HALF THE DEPTH OF THE PIT SURROUND WITH CONCRETE.

**RAINWATER RE-USE TANK - ABOVE GROUND (LOTS A & B)**  
 NTS  
 RAINWATER RE-USE AS SPECIFIED BY BAGIR  
 OPTIONAL RE-USE SYSTEM CONTROL BOX MOUNTED TO BUILDING WALL PROVIDE BY DNEY WATER APPROVED SAWS WATER DIVERTER  
 ROOF GUTTER ROOF-R/L  
 GUTTER GUARDS RECOMMENDED  
 OPENING TO PVC CHARGED DOWNPIPES  
 CHARGED PIPE TO BE ELUVENT WELD SEALED TO AT LEAST 1.00m ABOVE TOP OF TANK  
 PROPRIETARY FIRST FLUSH SYSTEM INSTALLED TO MANUFACTURERS SPEC  
 INSPECTION OPENING GAP TO FINISHED GROUND LEVEL ON ALL CHARGED INLETS  
 CHARGED INLET(S) (INVERT + TOP TANK)  
 DEBRIS BASKET (FINE SCREEN - MOSQUITO PROOF)  
 ABOVEGROUND RAINWATER TANK REFER PLAN  
 TOP TANK TOPTANK-R/L  
 OVERFLOWPIPE SIZE  
 INSPECTION OPENING  
 TOP SLAB TOPTSLAB-R/L  
 SUBVERSIBLE PUMP  
 OVERFLOWPIPE SIZE  
 DRAIN TO  
 FREE FLOW DRAINAGE MAKE PROVISION FOR THE REQUIREMENT OF 20 LITRES PER HOUR DISCHARGE PROVISION BY OUTLET (DO NOT ALLOW DISCHARGE TO FLOW IN TANK)  
 NOTE: HOT DIPPED GALVANISED STEEL ALTERNATE POLISHED 304 STAINLESS STEEL GRATING

**JUNCTION PIT - SP5**  
 1:20  
 SPS  
 PIT SIZE  
 150mm DIA PVC INLET  
 HOT DIPPED GALVANIZED LYSAGHT MAXIMESH SCREEN (TYPE RH3030 WITH HANDLE)  
 4 x 90mm<sup>2</sup> RELIEF DRAINS  
 GRAVEL SURROUND (10mm) WRAPPED IN GEOTEXTILE FABRIC  
 150mm DIA PVC TO EASMENT

**WARNING**  
 ONSITE DETENTION AREA  
 STORMWATER MAY RISE  
 IN THIS AREA  
 DURING HEAVY RAIN

**STAMP:**  
 STRATHFIELD COUNCIL RECEIVED  
 DA2019/198  
 12 March 2020  
 ZTA GROUP

| REV NO | DESCRIPTION OF REVISION             | REV BY | DATE       |
|--------|-------------------------------------|--------|------------|
| B      | AMENDED PLAN AS PER COUNCIL REQUEST | K.A    | 13.02.2019 |
| C      | AMENDED PLAN AS PER MARK UP PLAN    | K.A    | 29.03.2020 |

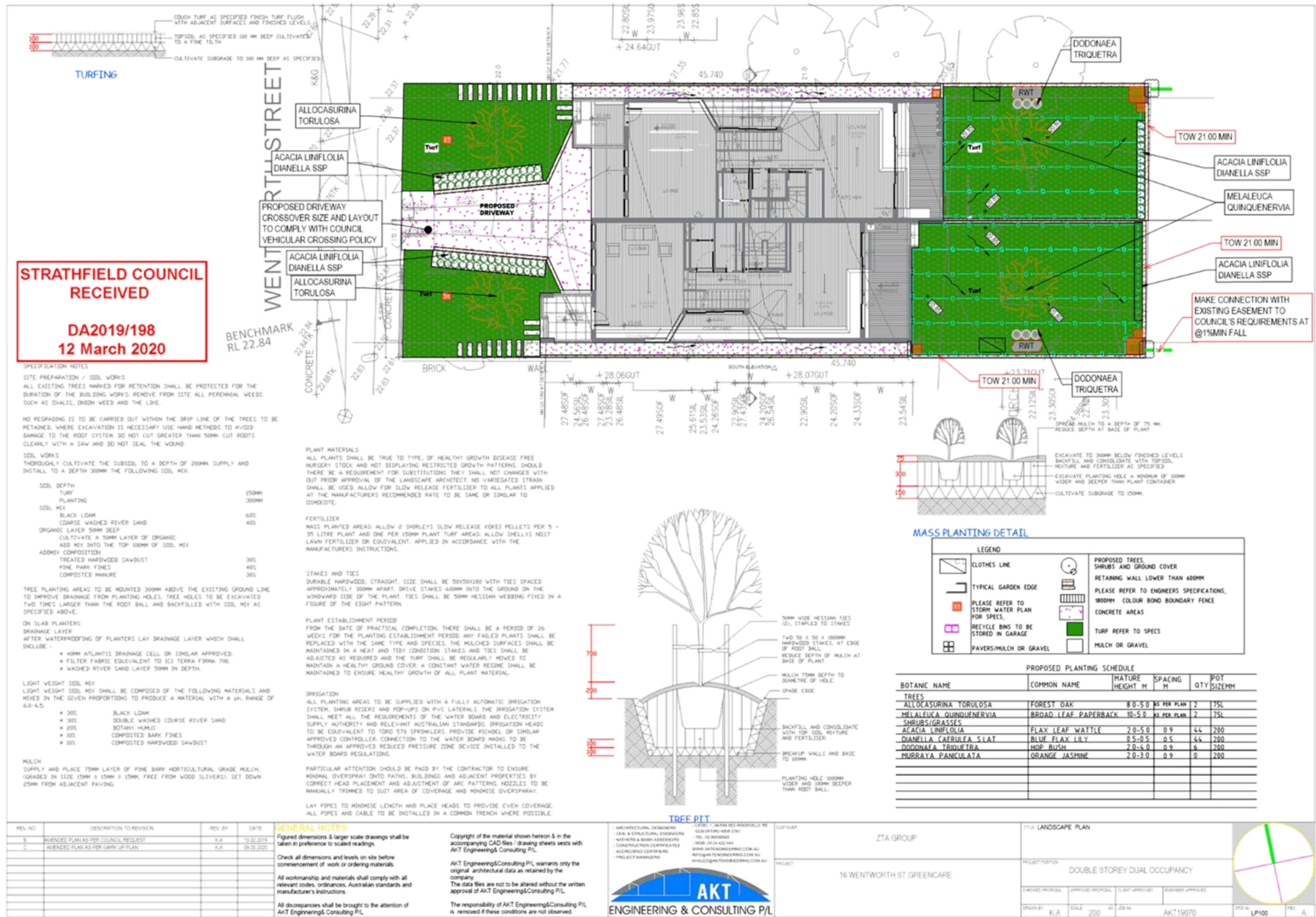
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**AKT ENGINEERING & CONSULTING P/L**  
 ARCHITECTURAL DESIGNERS  
 CIVIL & STRUCTURAL ENGINEERS  
 NATURED & BARRI ASSOCIATIONS  
 COASTALCREEK CONSULTANTS  
 ACCREDITED CERTIFIERS  
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 WWW.AKTENGINEERING.COM.AU  
 INFO@AKTENGINEERING.COM.AU  
 MAIL@AKTENGINEERING.COM.AU

**CUSTOMER:** 16 WENTWORTH ST. GREENCARE

**PROJECT:** DOUBLE STOREY DUAL OCCUPANCY

**CHECKED PROPOSAL:** APPROVED PROPOSAL  
**CLIENT APPROVED:** CLIENT APPROVED  
**ENGINEER APPROVED:** ENGINEER APPROVED  
 DRAWN BY: K.A  
 SCALE: 200  
 JOB NO: AKT19070  
 DATE: 04/04/2020  
 REV: A





# BASIX<sup>®</sup>Certificate

Building Sustainability Index [www.basix.nsw.gov.au](http://www.basix.nsw.gov.au)

## Multi Dwelling

Certificate number: 1058636M\_03

This certificate confirms that the proposed development will meet the NSW government's requirements for sustainability, if it is built in accordance with the commitments set out below. Terms used in this certificate, or in the commitments, have the meaning given by the document entitled "BASIX Definitions" dated 06/10/2017 published by the Department. This document is available at [www.basix.nsw.gov.au](http://www.basix.nsw.gov.au)

Secretary  
 Date of issue: Thursday, 12 March 2020  
 To be valid, this certificate must be lodged within 3 months of the date of issue.



| Project summary                            |                                    |             |
|--|------------------------------------|-------------|
| Project name                               | 16 Wentworth St, Greencare NSW_03  |             |
| Street address                             | 16 Wentworth Street Greenacre 2190 |             |
| Local Government Area                      | Strathfield Municipal Council      |             |
| Plan type and plan number                  | deposited 36122                    |             |
| Lot no.                                    | 3                                  |             |
| Section no.                                | -                                  |             |
| No. of residential flat buildings          | 0                                  |             |
| No. of units in residential flat buildings | 0                                  |             |
| No. of multi-dwelling houses               | 2                                  |             |
| No. of single dwelling houses              | 0                                  |             |
| Project score                              |                                    |             |
| Water                                      | ✓ 47                               | Target 40   |
| Thermal Comfort                            | ✓ Pass                             | Target Pass |
| Energy                                     | ✓ 50                               | Target 50   |

| Certificate Prepared by |                                    |
|-------------------------|------------------------------------|
| Name / Company Name:    | AKT Engineering&Consulting Pty Ltd |
| ABN (if applicable):    | 68600490757                        |

## Description of project

| Project address                              |                                    |
|--|------------------------------------|
| Project name                                 | 16 Wentworth St, Greencare NSW_03  |
| Street address                               | 16 Wentworth Street Greenacre 2190 |
| Local Government Area                        | Strathfield Municipal Council      |
| Plan type and plan number                    | deposited 36122                    |
| Lot no.                                      | 3                                  |
| Section no.                                  | -                                  |
| Project type                                 |                                    |
| No. of residential flat buildings            | 0                                  |
| No. of units in residential flat buildings   | 0                                  |
| No. of multi-dwelling houses                 | 2                                  |
| No. of single dwelling houses                | 0                                  |
| Site details                                 |                                    |
| Site area (m <sup>2</sup> )                  | 767.1                              |
| Roof area (m <sup>2</sup> )                  | 320                                |
| Non-residential floor area (m <sup>2</sup> ) | 0.0                                |
| Residential car spaces                       | 2                                  |
| Non-residential car spaces                   | 0                                  |

| Common area landscape   |        |             |
|---|--------|-------------|
| Common area lawn (m <sup>2</sup> )                            |        | 0.0         |
| Common area garden (m <sup>2</sup> )                          |        | 0.0         |
| Area of indigenous or low water use species (m <sup>2</sup> ) |        | 0.0         |
| Assessor details  |        |             |
| Assessor number   |        | H053618     |
| Certificate number  |        | 63875067    |
| Climate zone  |        | 56          |
| Project score   |        |             |
| Water   | ✔ 47   | Target 40   |
| Thermal Comfort   | ✔ Pass | Target Pass |
| Energy  | ✔ 50   | Target 50   |

**Description of project**

The tables below describe the dwellings and common areas within the project

**Multi-dwelling houses**

| Dwelling no. | No. of bedrooms    | Conditioned floor area (m <sup>2</sup> ) | Unconditioned floor area (m <sup>2</sup> ) | Area of garden & lawn (m <sup>2</sup> ) | Indigenous species (min area m <sup>2</sup> ) |
|--------------|--------------------|--|--|---|---|
| A            | 4 or more bedrooms | 183.05                                   | 13.3                                       | 135.0                                   | 0.0   |
| Dwelling no. | No. of bedrooms    | Conditioned floor area (m <sup>2</sup> ) | Unconditioned floor area (m <sup>2</sup> ) | Area of garden & lawn (m <sup>2</sup> ) | Indigenous species (min area m <sup>2</sup> ) |
| B            | 4 or more bedrooms | 183.05                                   | 13.3                                       | 145.0                                   | 0.0   |

**No common areas specified.**



## Schedule of BASIX commitments

### 1. Commitments for multi-dwelling houses

#### (a) Dwellings

- (i) Water
- (ii) Energy
- (iii) Thermal Comfort

### 2. Commitments for single dwelling houses

### 3. Commitments for common areas and central systems/facilities for the development (non-building specific)

- (i) Water
- (ii) Energy

**Schedule of BASIX commitments**

The commitments set out below regulate how the proposed development is to be carried out. It is a condition of any development consent granted, or complying development certificate issued, for the proposed development, that BASIX commitments be complied with.

**1. Commitments for multi-dwelling houses**

**(a) Dwellings**

| (i) Water   | Show on DA plans | Show on CC/CDC plans & specs | Certifier check |
|---|------------------|------------------------------|-----------------|
| (a) The applicant must comply with the commitments listed below in carrying out the development of a dwelling listed in a table below.  |                  |                              |                 |
| (b) The applicant must plant indigenous or low water use species of vegetation throughout the area of land specified for the dwelling in the "Indigenous species" column of the table below, as private landscaping for that dwelling. (This area of indigenous vegetation is to be contained within the "Area of garden and lawn" for the dwelling specified in the "Description of Project" table).   | ✓                | ✓                            |                 |
| (c) If a rating is specified in the table below for a fixture or appliance to be installed in the dwelling, the applicant must ensure that each such fixture and appliance meets the rating specified for it.   |                  | ✓                            | ✓               |
| (d) The applicant must install an on demand hot water recirculation system which regulates all hot water use throughout the dwelling, where indicated for a dwelling in the "HW recirculation or diversion" column of the table below.  |                  | ✓                            | ✓               |
| (e) The applicant must install:<br>(aa) a hot water diversion system to all showers, kitchen sinks and all basins in the dwelling, where indicated for a dwelling in the "HW recirculation or diversion" column of the table below, and<br>(bb) a separate diversion tank (or tanks) connected to the hot water diversion systems of at least 100 litres. The applicant must connect the hot water diversion tank to all toilets in the dwelling. |                  | ✓<br>✓                       | ✓<br>✓          |
| (e) The applicant must not install a private swimming pool or spa for the dwelling, with a volume exceeding that specified for it in the table below.   | ✓                | ✓                            |                 |
| (f) If specified in the table, that pool or spa (or both) must have a pool cover or shading (or both).  |                  | ✓                            |                 |
| (g) The pool or spa must be located as specified in the table.  | ✓                | ✓                            |                 |
| (h) The applicant must install, for the dwelling, each alternative water supply system, with the specified size, listed for that dwelling in the table below. Each system must be configured to collect run-off from the areas specified (excluding any area which supplies any other alternative water supply system), and to divert overflow as specified. Each system must be connected as specified.  | ✓                | ✓                            | ✓               |

| Dwelling no.  | Fixtures                      |                             |                  |                   |                               | Appliances          |                  | Individual pool     |            |               |             | Individual spa      |           |            |
|---------------|-------------------------------|-----------------------------|------------------|-------------------|-------------------------------|---------------------|------------------|---------------------|------------|---------------|-------------|---------------------|-----------|------------|
|               | All shower-heads              | All toilet flushing systems | All kitchen taps | All bathroom taps | HW recirculation or diversion | All clothes washers | All dish-washers | Volume (max volume) | Pool cover | Pool location | Pool shaded | Volume (max volume) | Spa cover | Spa shaded |
| All dwellings | 4 star (> 4.5 but <= 6 L/min) | 4 star                      | 5 star           | 5 star            | no                            | -                   | -                | 21.93               | yes        | outdoors      | no          | 0.0                 | no        | no         |

| Alternative water source |                                  |                               |  |                      |                       |                    |             |            |   |
|--------------------------|----------------------------------|-------------------------------|--|----------------------|-----------------------|--------------------|-------------|------------|---|
| Dwelling no.             | Alternative water supply systems | Size                          | Configuration  | Landscape connection | Toilet connection (s) | Laundry connection | Pool top-up | Spa top-up |   |
| All dwellings            | individual water tank (no. 1)    | Tank size (min) 2000.0 litres | To collect run-off from at least:<br>50.0 square metres of roof area;<br>10.0 square metres of impervious area;<br>10.0 square metres of garden and lawn area;<br>and<br>10.0 square metres of planter box area. | yes                  | yes                   | yes                | no          | no         |   |
| None                     | -                                | -                             | -  | -                    | -                     | -                  | -           | -          | - |

| (ii) Energy  | Show on DA plans | Show on CC/CDC plans & specs | Certifier check |
|--|------------------|------------------------------|-----------------|
| (a) The applicant must comply with the commitments listed below in carrying out the development of a dwelling listed in a table below.   |                  |                              |                 |
| (b) The applicant must install each hot water system specified for the dwelling in the table below, so that the dwelling's hot water is supplied by that system. If the table specifies a central hot water system for the dwelling, then the applicant must connect that central system to the dwelling, so that the dwelling's hot water is supplied by that central system.   | ✔                | ✔                            | ✔               |
| (c) The applicant must install, in each bathroom, kitchen and laundry of the dwelling, the ventilation system specified for that room in the table below. Each such ventilation system must have the operation control specified for it in the table.  |                  | ✔                            | ✔               |
| (d) The applicant must install the cooling and heating system/s specified for the dwelling under the "Living areas" and "Bedroom areas" headings of the "Cooling" and "Heating" columns in the table below, in/for at least 1 living/bedroom area of the dwelling. If no cooling or heating system is specified in the table for "Living areas" or "Bedroom areas", then no systems may be installed in any such areas. If the term "zoned" is specified beside an air conditioning system, then the system must provide for day/night zoning between living areas and bedrooms. |                  | ✔                            | ✔               |

| (ii) Energy   | Show on DA plans | Show on CC/CDC plans & specs | Certifier check |
|---|------------------|------------------------------|-----------------|
| (e) This commitment applies to each room or area of the dwelling which is referred to in a heading to the "Artificial lighting" column of the table below (but only to the extent specified for that room or area). The applicant must ensure that the "primary type of artificial lighting" for each such room in the dwelling is fluorescent lighting or light emitting diode (LED) lighting. If the term "dedicated" is specified for a particular room or area, then the light fittings in that room or area must only be capable of being used for fluorescent lighting or light emitting diode (LED) lighting.            |                  | ✓                            | ✓               |
| (f) This commitment applies to each room or area of the dwelling which is referred to in a heading to the "Natural lighting" column of the table below (but only to the extent specified for that room or area). The applicant must ensure that each such room or area is fitted with a window and/or skylight.   | ✓                | ✓                            | ✓               |
| (g) This commitment applies if the applicant installs a water heating system for the dwelling's pool or spa. The applicant must:<br>(aa) install the system specified for the pool in the "Individual Pool" column of the table below (or alternatively must not install any system for the pool). If specified, the applicant must install a timer, to control the pool's pump; and<br>(bb) install the system specified for the spa in the "Individual Spa" column of the table below (or alternatively must not install any system for the spa). If specified, the applicant must install a timer to control the spa's pump. |                  | ✓<br>✓                       |                 |
| (h) The applicant must install in the dwelling:<br>(aa) the kitchen cook-top and oven specified for that dwelling in the "Appliances & other efficiency measures" column of the table below;<br>(bb) each appliance for which a rating is specified for that dwelling in the "Appliances & other efficiency measures" column of the table, and ensure that the appliance has that minimum rating; and<br>(cc) any clothes drying line specified for the dwelling in the "Appliances & other efficiency measures" column of the table.   |                  | ✓<br>✓<br>✓                  | ✓               |
| (i) If specified in the table, the applicant must carry out the development so that each refrigerator space in the dwelling is "well ventilated".   |                  | ✓                            |                 |
| (j) The applicant must install the photovoltaic system specified for the dwelling under the "Photovoltaic system" heading of the "Alternative energy" column of the table below, and connect the system to that dwelling's electrical system.   | ✓                | ✓                            | ✓               |

|               | Hot water                | Bathroom ventilation system |                      | Kitchen ventilation system |                      | Laundry ventilation system |                      |
|---------------|--------------------------|-----------------------------|----------------------|----------------------------|----------------------|----------------------------|----------------------|
| Dwelling no.  | Hot water system         | Each bathroom               | Operation control    | Each kitchen               | Operation control    | Each laundry               | Operation control    |
| All dwellings | gas instantaneous 5 star | individual fan, not ducted  | interlocked to light | individual fan, not ducted | interlocked to light | individual fan, not ducted | interlocked to light |

| Dwelling no.  | Cooling                                    |  | Heating                                    |  | Artificial lighting        |                                 |                 |                       |                 |                 | Natural lighting              |              |
|---------------|--|--|--|--|----------------------------|---------------------------------|-----------------|-----------------------|-----------------|-----------------|-------------------------------|--------------|
|               | living areas                               | bedroom areas                              | living areas                               | bedroom areas                              | No. of bedrooms &/or study | No. of living &/or dining rooms | Each kitchen    | All bathrooms/toilets | Each laundry    | All hallways    | No. of bathrooms &/or toilets | Main kitchen |
| All dwellings | 1-phase airconditioning 5 Star (old label) | 1-phase airconditioning 5 Star (old label) | 1-phase airconditioning 4 Star (old label) | 1-phase airconditioning 4 Star (old label) | 4 (dedicated)              | 1 (dedicated)                   | yes (dedicated) | yes (dedicated)       | yes (dedicated) | yes (dedicated) | 1                             | yes          |

| Dwelling no.  | Individual pool     |       | Individual spa     |       | Appliances & other efficiency measures |              |                              |            |                |               |   |  |
|---------------|---------------------|-------|--------------------|-------|--|--------------|------------------------------|------------|----------------|---------------|---|--|
|               | Pool heating system | Timer | Spa heating system | Timer | Kitchen cooktop/oven                   | Refrigerator | Well ventilated fridge space | Dishwasher | Clothes washer | Clothes dryer | Indoor or sheltered clothes drying line | Private outdoor or unsheltered clothes drying line |
| All dwellings | no heating          | yes   | -                  | -     | gas cooktop & electric oven            | -            | yes                          | -          | -              | -             | yes                                     | yes  |

| Alternative energy |  |
|--------------------|--|
| Dwelling no.       | Photovoltaic system (min rated electrical output in peak kW) |
| All dwellings      | -  |

| (iii) Thermal Comfort  | Show on DA plans | Show on CC/CDC plans & specs | Certifier check |
|--|------------------|------------------------------|-----------------|
| (a) The applicant must attach the certificate referred to under "Assessor details" on the front page of this BASIX certificate (the "Assessor Certificate") to the development application and construction certificate application for the proposed development (or, if the applicant is applying for a complying development certificate for the proposed development, to that application). The applicant must also attach the Assessor Certificate to the application for a final occupation certificate for the proposed development. |                  |                              |                 |
| (b) The Assessor Certificate must have been issued by an Accredited Assessor in accordance with the Thermal Comfort Protocol.  |                  |                              |                 |
| (c) The details of the proposed development on the Assessor Certificate must be consistent with the details shown in this BASIX Certificate, including the details shown in the "Thermal Loads" table below.   |                  |                              |                 |

| (iii) Thermal Comfort   | Show on DA plans | Show on CC/CDC plans & specs | Certifier check |
|---|------------------|------------------------------|-----------------|
| (d) The applicant must show on the plans accompanying the development application for the proposed development, all matters which the Thermal Comfort Protocol requires to be shown on those plans. Those plans must bear a stamp of endorsement from the Accredited Assessor, to certify that this is the case.  | ✓                |                              |                 |
| (e) The applicant must show on the plans accompanying the application for a construction certificate (or complying development certificate, if applicable), all thermal performance specifications set out in the Assessor Certificate, and all aspects of the proposed development which were used to calculate those specifications.  |                  | ✓                            |                 |
| (f) The applicant must construct the development in accordance with all thermal performance specifications set out in the Assessor Certificate, and in accordance with those aspects of the development application or application for a complying development certificate which were used to calculate those specifications.   |                  | ✓                            | ✓               |
| (g) Where there is an in-slab heating or cooling system, the applicant must:<br><br>(aa) Install insulation with an R-value of not less than 1.0 around the vertical edges of the perimeter of the slab; or<br>(bb) On a suspended floor, install insulation with an R-value of not less than 1.0 underneath the slab and around the vertical edges of the perimeter of the slab. | ✓                | ✓                            | ✓               |
| (h) The applicant must construct the floors and walls of the development in accordance with the specifications listed in the table below.   | ✓                | ✓                            | ✓               |

| Thermal loads |   |   |
|---------------|---|---|
| Dwelling no.  | Area adjusted heating load (in mJ/m <sup>2</sup> /yr) | Area adjusted cooling load (in mJ/m <sup>2</sup> /yr) |
| All dwellings | 25.0  | 20.0  |

| Construction of floors and walls |  |  |  |  |  |
|----------------------------------|--|--|--|--|--|
| Dwelling no.                     | Concrete slab on ground(m <sup>2</sup> ) | Suspended floor with open subfloor (m <sup>2</sup> ) | Suspended floor with enclosed subfloor (m <sup>2</sup> ) | Suspended floor above garage (m <sup>2</sup> ) | Primarily rammed earth or mudbrick walls |
| All dwellings                    | 35                                       | -  | -  | 125  | No                                       |

**3. Commitments for common areas and central systems/facilities for the development (non-building specific)**

**(b) Common areas and central systems/facilities**

| (i) Water   | Show on DA plans | Show on CC/CDC plans & specs | Certifier check |
|---|------------------|------------------------------|-----------------|
| (a) If, in carrying out the development, the applicant installs a showerhead, toilet, tap or clothes washer into a common area, then that item must meet the specifications listed for it in the table.   |                  | ✓                            | ✓               |
| (b) The applicant must install (or ensure that the development is serviced by) the alternative water supply system(s) specified in the "Central systems" column of the table below. In each case, the system must be sized, be configured, and be connected, as specified in the table. | ✓                | ✓                            | ✓               |
| (c) A swimming pool or spa listed in the table must not have a volume (in kLs) greater than that specified for the pool or spa in the table.  | ✓                | ✓                            |                 |
| (d) A pool or spa listed in the table must have a cover or shading if specified for the pool or spa in the table.   |                  | ✓                            |                 |
| (e) The applicant must install each fire sprinkler system listed in the table so that the system is configured as specified in the table.   |                  | ✓                            | ✓               |
| (f) The applicant must ensure that the central cooling system for a cooling tower is configured as specified in the table.  |                  | ✓                            | ✓               |

| Common area      | Showerheads rating | Toilets rating     | Taps rating        | Clothes washers rating     |
|------------------|--------------------|--------------------|--------------------|----------------------------|
| All common areas | no common facility | no common facility | no common facility | no common laundry facility |

| (ii) Energy   | Show on DA plans | Show on CC/CDC plans & specs | Certifier check |
|---|------------------|------------------------------|-----------------|
| (a) If, in carrying out the development, the applicant installs a ventilation system to service a common area specified in the table below, then that ventilation system must be of the type specified for that common area, and must meet the efficiency measure specified.  |                  | ✓                            | ✓               |
| (b) In carrying out the development, the applicant must install, as the "primary type of artificial lighting" for each common area specified in the table below, the lighting specified for that common area. This lighting must meet the efficiency measure specified. The applicant must also install a centralised lighting control system or Building Management System (BMS) for the common area, where specified. |                  | ✓                            | ✓               |
| (c) The applicant must install the systems and fixtures specified in the "Central energy systems" column of the table below. In each case, the system or fixture must be of the type, and meet the specifications, listed for it in the table.  | ✓                | ✓                            | ✓               |

**Notes**

1. In these commitments, "applicant" means the person carrying out the development.
2. The applicant must identify each dwelling, building and common area listed in this certificate, on the plans accompanying any development application, and on the plans and specifications accompanying the application for a construction certificate / complying development certificate, for the proposed development, using the same identifying letter or reference as is given to that dwelling, building or common area in this certificate.
3. This note applies if the proposed development involves the erection of a building for both residential and non-residential purposes (or the change of use of a building for both residential and non-residential purposes). Commitments in this certificate which are specified to apply to a "common area" of a building or the development, apply only to that part of the building or development to be used for residential purposes.
4. If this certificate lists a central system as a commitment for a dwelling or building, and that system will also service any other dwelling or building within the development, then that system need only be installed once (even if it is separately listed as a commitment for that other dwelling or building).
5. If a star or other rating is specified in a commitment, this is a minimum rating.
6. All alternative water systems to be installed under these commitments (if any), must be installed in accordance with the requirements of all applicable regulatory authorities. NOTE: NSW Health does not recommend that stormwater, recycled water or private dam water be used to irrigate edible plants which are consumed raw, or that rainwater be used for human consumption in areas with potable water supply.

**Legend**

1. Commitments identified with a "✔" in the "Show on DA plans" column must be shown on the plans accompanying the development application for the proposed development (if a development application is to be lodged for the proposed development).
2. Commitments identified with a "✔" in the "Show on CC/CDC plans and specs" column must be shown in the plans and specifications accompanying the application for a construction certificate / complying development certificate for the proposed development.
3. Commitments identified with a "✔" in the "Certifier check" column must be certified by a certifying authority as having been fulfilled. (Note: a certifying authority must not issue an occupation certificate (either interim or final) for a building listed in this certificate, or for any part of such a building, unless it is satisfied that each of the commitments whose fulfilment it is required to monitor in relation to the building or part, has been fulfilled).



STRATHFIELD COUNCIL  
RECEIVED

DA2019/198  
12 March 2020



ADR 3A 549-553 Woodville Rd, Guildford, NSW, 2161  
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M 0404 422 444  
Fax (02) 4044 0228  
Mail PO Box 388 Merrylands 2160

**Subject:** Hydraulic Design Certificate

12<sup>th</sup> March 2020

**Property:** 16 Wentworth St, Greenacre

**Proposal:** Proposed Dual Occupancy with Basement

Dear Sir or Madam:

This is to certify that the structural elements of the proposed building at the subject site have been designed in accordance with the following codes and considerations:

- AS-3500, 1998 SAA National Code for plumbing and drainage
- Australian Rainfall & Runoff and Building Code of Australia
- Local Council Engineering Policies and Stormwater Management Policy SEPP (Exempt and Comply development 2008) relevant sections relating to stormwater

**Further I hereby certify that:**

The building design has been checked to comply with the requirements of Clause 3.5 of SEPP (Exempt and Complying Development 2008) and I am Satisfied that the proposed building being developed /built on is not in any of the following:

Clause 3.5

- a) Flood Storage area
- b) Floodway area
- c) Flow path
- d) High hazard area
- e) High risk area.

Further clause 3.5 sub clause a-e have been addressed in attached flood impact assessment.

We have made this conclusion relying on the attached Documents:

1. Proposed site plans prepared by Zta group.
2. Flood advice level from Strathfield council's environmental officer-floodplain management
3. Review of the interim flood prone land policy and flood Studies.
4. Review of Strathfield local environmental plan 2012.
5. Compliance with Strathfield development control plan (DCP)

We are appropriately qualified professional engineers specializing in Stormwater and flooding and as such can certify that the development proposed on the property can be carried out under Construction certificate.

Yours faithfully

**AKT Engineering & Consulting P/L**



**Khaled Ammoun** | Managing Director  
Senior Structural & Civil Engineer  
BE Civil, Dip Eng Prac, MIE Aust 4181540  
Certificate IV Building & Construction

**TO:** Strathfield Local Planning Panel Meeting - 2 April 2020  
**REPORT:** SLPP – Report No. 10  
**SUBJECT:** DA2019/220: 32 & 34 BATES STREET, HOMEBUSH  
LOTS 3 & 4 DP105250  
**DA NO.** 2019/220

## SUMMARY

**Proposal:** Consolidation of lots 3 and 4 to construct a place of public worship containing a hall accommodating 80 seats, office, meeting rooms, library and children’s play rooms with basement level parking for 17 vehicles

**Applicant:** HWA Tsang Monastery Inc  
**Owner:** HWA Tsang Monastery Inc  
**Date of lodgement:** 19 December 2019  
**Notification period:** 15 January 2020 – 4 February 2020

**Submissions received:** 59 submissions objecting to the proposal;  
5 submissions in support of the proposal with one (1) petition containing (74) signatories in support of the proposal.

**Assessment officer:** LG  
**Estimated cost of works:** \$3,982,722  
**Zoning:** R2 – Low Density Residential - SLEP 2012  
**Heritage:** No  
**Flood affected:** No

**RECOMMENDATION OF OFFICER:** **APPROVAL**

## EXECUTIVE SUMMARY

Council approval is sought for the consolidation of lots 3 and 4 to construct a place of public worship containing a hall accommodating 80 seats, office, meeting rooms, library and children’s play rooms with basement level parking for 17 vehicles.

The application was notified for a period of (21) days in accordance with Part L of the SCDCP 2005. A total of 59 submissions were received during this time. 54 of which objected to the proposal and 5 in support of the proposal. Additionally, one (1) petition containing (74) signatories in support of the proposal was also received.

Of the submissions which have objected to the proposal, the matters of concern involve traffic congestion, acoustic impacts, overdevelopment of the site, streetscape compatibility and character, scale of the development, traffic safety and use of facility as a place of public worship. These matters are discussed in further detail in this report.

**DA2019/220: 32 & 34 Bates Street, Homebush  
Lots 3 & 4 DP105250 (Cont'd)**

The development incorporates upgrades to existing facilities new and additional facilities which will support the ongoing operation of the existing Monastery operating on the site. These facilities will be open for the enjoyment of the wider community, providing a public benefit for the Local Government Area (LGA).

Overall, the proposal has been designed in accordance with Council's planning controls and presents a reasonable outcome for the site. The design has considered adjoining properties to mitigate any potential acoustic and visual privacy impacts whilst achieving an acceptable level of compatibility with the streetscape. Notwithstanding this, conditions of consent have been imposed to modify the design of the development to further improve the development's compatibility with the streetscape. Conditions of consent have also been imposed to restrict the capacity numbers and the usage of spaces through the site.

Accordingly, the proposal is recommended for approval subject to the imposition of conditions of consent.

## **BACKGROUND**

|                                      |   |
|--------------------------------------|---|
| 24 July 2019                         | <p>Pre-Lodgment meeting held with Council Officers regarding demolition of existing buildings and structure on the site and construction of one level basement and four (4) separate two storey buildings comprising community facilities, administration, library and crèche.</p> <p>The following matters were discussed:</p> <ul style="list-style-type: none"> <li>• Permissibility;</li> <li>• Suitability of proposed use;</li> <li>• Floor Space;</li> <li>• Building Height;</li> <li>• Environmental Health matters including requirement for preparation and submission of an Acid Sulfate Soils Preliminary Assessment and Acoustic Report;</li> <li>• Traffic;</li> <li>• On-Site Waste Collection;</li> <li>• Stormwater Matters; and</li> <li>• Landscaping.</li> </ul> |
| 19 December 2019                     | The subject application was lodged.   |
| 15 January 2020 –<br>4 February 2020 | Application placed on public notification.  |
| 10 March 2020                        | <p>Email correspondence was sent to the Applicant identifying the following matters in a deferral letter;</p> <ul style="list-style-type: none"> <li>• Modifications to the overall building height, proposed colours and material finishes, provision of privacy louvers to side elevation windows and details on RLs of the development. It was later discussed via phone conversation that these matters may be modified via conditions of consent however, amended section plans were submitted to Council later that day.</li> <li>• Submission of a Quantity Survey Report. The report was submitted later that day.</li> </ul>   |

## **DESCRIPTION OF THE SITE AND LOCALITY**

**DA2019/220: 32 & 34 Bates Street, Homebush  
Lots 3 & 4 DP105250 (Cont'd)**

The subject site is legally described as lot 3 and 4 in DP 105250 and is commonly known as 32 and 34 Bates Street, Strathfield. The site is located on the western side of Bates Street immediately north of the T-intersection of Badgery Avenue with Bates Street.

The site is an irregular-shaped allotment providing a splay along the far northern side boundary of the site. Consequently, the combined frontage width of the site is 29.87m to Bates Street, 18.3m wide to the rear of the property, with an average depth of 79m. The site provides a combined site area of 2,015m<sup>2</sup>.

The site is currently occupied by a single-storey detached brick dwelling with tiled roof on each allotment. Each dwelling is provided with separate driveway access along the northern side boundary of each allotment which extends to a carport or garage. The remainder of each allotment comprises vegetation and ancillary shed structures.

The current streetscape along Bates Street is typified by single and two (2) storey facebrick cottages with pitched tiled roof forms. Immediately west of the site is the Fraser Street Park which features the “Alan Davidson Oval” and Bates Street community Centre.

Adjoining the site to the east at 29 Mackenzie Street, Homebush is the Hwa Tsang Monastery, an operating place of public worship which does not form part of the subject application. The dwelling immediately south of the site at 36 Bates Street is a rendered brick cottage with a pitched tiled roof form. The dwelling is currently owned and occupied as a residency by the Monastery.

Located 750m walking distance in a northerly direction from the site is the Flemington Railway Station.



**Figure 1:** Locality plan showing the subject site outlined in yellow and other Hwa Tsang Monastery owned properties outlined in red.

**DA2019/220: 32 & 34 Bates Street, Homebush  
Lots 3 & 4 DP105250 (Cont'd)**



**Figure 2:** Rear property of 32 and 34 Bates Street.



**Figure 3:** Alan Davidson Oval located immediately west of the property.

### **PROPERTY BURDENS AND CONSTRAINTS**

There are no easements or burdens on the land which could affect, or be affected by, the proposed development.

### **DESCRIPTION OF THE PROPOSED DEVELOPMENT**

**DA2019/220: 32 & 34 Bates Street, Homebush  
Lots 3 & 4 DP105250 (Cont'd)**

The application seeks Council approval for consolidation of lots 3 and 4 in DP105250 to construct a place of public worship containing a hall accommodating 80 seats, office, meeting rooms, library and children's play rooms with basement level parking for 17 vehicles.

The specific elements of the proposal are:

**Basement level:**

- A new vehicular access ramp along the southern boundary of the site from Bates Street;
- Car parking area for a total of 17 cars including turning bay;
- Bicycle parking for 8 bicycles and motorcycle parking for 3 motorcycles; and
- Storage, garbage and plant rooms.

**Ground floor level:**

- Main pedestrian access to the site provided from Bates Street, including level access ramp;
- Storage, services and plant rooms;
- Office (40m<sup>2</sup>);
- Meeting room (48.2m<sup>2</sup>);
- Common room (31.2m<sup>2</sup>);
- Library (55.83m<sup>2</sup>);
- Bathrooms;
- Kitchenette; and
- Multi-purpose hall with 80 seats (255.85m<sup>2</sup>) with self-storage.

**First floor level:**

- Resource room (39.6m<sup>2</sup>);
- Meeting room (48m<sup>2</sup>);
- 4 x play rooms (ranging from 29.6m<sup>2</sup> – 47m<sup>2</sup>);
- SUTTA room (55m<sup>2</sup>)
- Printing room (25.66m<sup>2</sup>);
- Bathrooms; and
- Kitchenette.

NOTE: The proposal is to be used in conjunction with the Hwa Tsang Monastery and will provide additional space for employees and volunteers of the Monastery. The proposal will provide indoor play space for children to be supervised whilst their family members use the main temple site on Sundays only with a maximum capacity of 40. The proposed multi-purpose hall will accommodate a number of events throughout the year. The capacity, activity and hours of operation proposed for each area within the development are detailed below:

| Area              | Maximum Capacity | Activity  | Typical Hours of Operation                        |
|-------------------|------------------|---|---|
| Office            | 2                | Administration                                  | Monday – Sunday, 9am – 5pm                        |
| Meeting Room      | 8-10             | Meetings  | Saturday or Sunday, 9am – 5pm (once per month)    |
| Common Room       | 2                | General discussion, Meetings                    | Monday – Sunday, 9am – 5pm                        |
| Library           | 2-5              | Reading, Research                               | Monday – Friday, 12 midday – 2pm                  |
| Multipurpose Hall | 60-80            | Performance                                     | Saturday, 2pm – 5pm or 6pm – 9pm (twice per year) |
|                   | 40               | Indoor play area for children                   | Occasional Sundays, 9.30am – 2pm                  |
|                   | 10-20            | Adult meditation and Buddhism talks/discussions | Saturday, 9.45am – 11.15am                        |

**Figure 4: Proposed Capacity, activity and hours of operation per area**

**REFERRALS**

**DA2019/220: 32 & 34 Bates Street, Homebush  
Lots 3 & 4 DP105250 (Cont'd)**

## **INTERNAL REFERRALS**

### **Engineering Comments**

Council's Engineer offered no objections to the proposal, subject to the imposition of recommended conditions of consent.

### **Waste Comments**

Council's Waste Officer offered no objections to the proposal, subject to the imposition of recommended conditions of consent.

### **Traffic Comments**

Council's Traffic Engineer has commented on the proposal as follows:

1. *"On-site parking provision*

*Council's CDCP Part 1 Clause 3.9 stipulates the following on-site parking requirement for Place of Public Worship:*

- *1 space per 6 seats or 1/6 the capacity whichever provides the greater number of spaces.*

*The proposed development contains a multi-purpose hall of 80 seats. The maximum capacity at any time is anticipated to occur on a Saturday in February and September, based on the Traffic and Parking Assessment (pg 3). The proposal generates an on-site parking requirement of 13 spaces (rounded to the nearest whole number), in accordance with Council's CDCP. The proposed on-site parking provision of 17 car spaces is hence considered satisfactory.*

*Council's CDCP does not stipulate on-site loading requirement for Place of Public Worship. The proposed headroom permits light van access which is considered acceptable for general delivery purpose.*

2. *Traffic generation*

*GTTGD does not stipulate traffic generation rates for Place of Public Worship. Adopting first principle, a fully utilised carpark will generate 17 vehicle movements during a special event peak hour. Other traffic generation may include additional shuttle bus movements operated by the Hwa Tang Monastery, and pick up/drop off traffic.*

*The overall potential traffic generation is not anticipated to generate an unacceptable adverse impact to the surrounding road network.*

3. *On-site parking layout*

*All aspects of the basement carpark and the associated vehicular access has been assessed against AS2890 series and is considered satisfactory."*

Council's Traffic Engineer offered no objections to the proposal, subject to the imposition of recommended conditions of consent.

### **Landscaping Comments**

Council's Tree Coordinator has commented on the proposal as follows:



**DA2019/220: 32 & 34 Bates Street, Homebush  
Lots 3 & 4 DP105250 (Cont'd)**

*“The Arborist Report highlights significant issues that require redesign to protect trees during construction. In its current format, many of the trees listed in the Arborist Report from Above Post cannot be satisfactorily retained during construction as well as the removal of a significant street tree.*

*Issues to be addressed include the driveway location and the services impacting on trees”*

During the assessment process, Council’s Assessment Officer discussed revised design opportunities for the driveway so that the street trees may be retained. Council’s Traffic Officer has accepted that the driveway width can be reduced to 3.5m at the property boundary subject to the installation of a traffic signal system.

Conditions of consent are also recommended to ensure that the stairwell on the southern side elevation of the site adjoining the library be relocated so that the trees along the southern property boundary are protected.

### **Environmental Health Comments**

Council’s Environmental Health Officer has commented on the proposal as follows:

*“Approval is not recommended as the applicant has submitted an acoustic report that fails to comply with the Noise Policy for Industry 2017.”*

Conditions of consent have been recommended including provision of a special condition to ensure that within (30) days of the development approval, a revised acoustic report is prepared in accordance with NSW EPA Noise Policy for Industry 2017. Further conditions are to be imposed regarding the use of the proposed kitchenette areas and to ensure the hall operates in accordance with the Protection of the Environment Operations Act, 1997.

## **SECTION 4.15 CONSIDERATIONS – EP&A Act, 1979**

In determining a development application, the consent authority is to take into consideration the following matters of consideration contained within Section 4.15 of the Environmental Planning and Assessment Act, 1979 as relevant to the development application:

### **4.15(1)(a) the provisions of:**

#### **(i) any environmental planning instrument**

#### **State Environmental Planning Policy No 55 – Remediation of Land**

SEPP 55 applies to the land and pursuant to Section 4.15 is a relevant consideration.

A review of the available history for the site gives no indication that the land associated with this development is contaminated. There were no historic uses that would trigger further site investigations. The property appears to have been occupied for residential purposes only. It is highly unlikely that the site is contaminated.

The objectives outlined within SEPP55 are considered to be satisfied.

#### **State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017**

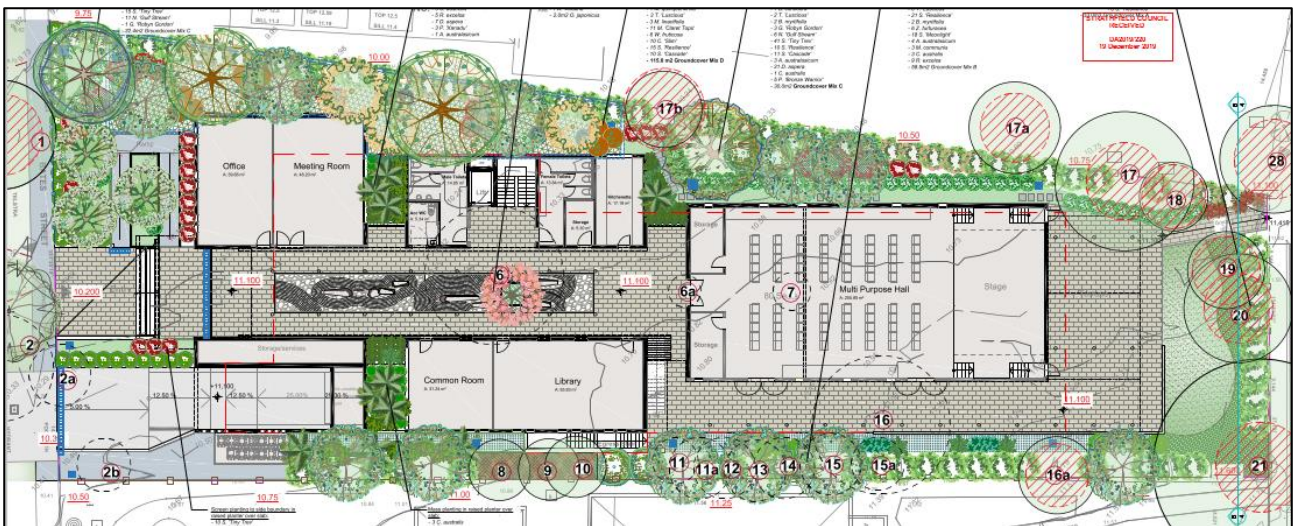
The State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017 replaces the repealed Clause 5.9 of SLEP 2012 (Preservation of Trees and Vegetation).

**DA2019/220: 32 & 34 Bates Street, Homebush  
Lots 3 & 4 DP105250 (Cont'd)**

The intent of this SEPP is consistent with the objectives of the repealed Standard where the primary aims/objectives are related to the protection of the biodiversity values of trees and other vegetation on the site.

In this instance, the site includes (27) trees within and around the site that may be affected by the proposed development. Of these trees, three (3) are exempt, two (2) are located within neighbouring properties and (20) are within the site. Tree 21 (Lemon Scented gum) is identified as being of high significance and amenity value. Two (2) are Council street trees located within the Council road reserve.

The proposal has sought the removal of (13) trees through the site with one (1) Council street tree proposed to be removed from Bates Street (refer to Figure 5 below). The proposal was accompanied by an Arborist Report and Tree Protection plan to ensure that trees identified for retention are protected on the site. Further, the proposal is supported by a landscape plan which has sought to accommodate a vast amount of soft soil landscaping throughout the front, side and rear boundaries of the site.



**Figure 5:** Proposed Landscape plan. Trees required for removal are shown in a black dashed outline. Trees required for protection are shown with red stripes.

The proposal was referred to Council’s Tree Management Officer for comment. Particular concern is raised for trees 8-10 which would be adversely impacted by the stairwell located within close proximity to the trees. Conditions of consent have been recommended to ensure the stairwell be relocated elsewhere on the site so that these trees may be protected and retained.

Further concern was raised for the proposed removal of the Council street tree to accommodate the new driveway on the site. Council’s Assessment Officer discussed possible design solutions with Council’s Traffic Engineer during the assessment process so that the Council street trees could be retained. Council’s Traffic Engineer has accepted the reduction of the driveway width to 3.5m at the property boundary subject to conditions requiring a traffic signal system to be installed on the site. Council’s Tree Management Officer has accepted this subject to conditions of consent.

**STRATHFIELD LOCAL ENVIRONMENTAL PLAN (SLEP) 2012**

An assessment of the proposal against the general aims of SLEP 2012 is included below:

| <b>Cl. 1.2(2) Aims</b>  | <b>Complies</b> |
|---|-----------------|
| <b>(a)</b> <i>To achieve high quality urban form by ensuring that new development exhibits design excellence and reflects the existing or desired future character of particular localities and neighbourhoods in Strathfield</i> | <b>Yes</b>      |

**DA2019/220: 32 & 34 Bates Street, Homebush  
Lots 3 & 4 DP105250 (Cont'd)**

|            |   |            |
|------------|---|------------|
| <b>(b)</b> | <i>To promote the efficient and spatially appropriate use of land, the sustainable revitalisation of centres, the improved integration of transport and land use, and an appropriate mix of uses by regulating land use and development</i> | <b>Yes</b> |
| <b>(c)</b> | <i>To promote land uses that provide a wide range of employment, recreation, retail, cultural, service, educational and other facilities for the local community</i>  | <b>Yes</b> |
| <b>(d)</b> | <i>To provide opportunities for economic growth that will enhance the local community</i>   | <b>N/A</b> |
| <b>(e)</b> | <i>To promote future development that integrated land use and transport planning, encourages public transport use, and reduced the traffic and environmental impacts of private vehicle use</i>   | <b>N/A</b> |
| <b>(f)</b> | <i>To identify and protect environmental and cultural heritage</i>  | <b>N/A</b> |
| <b>(g)</b> | <i>To promote opportunities for social, cultural and community activities</i>   | <b>Yes</b> |
| <b>(h)</b> | <i>To minimise risk to the community by identifying land subject to flooding and restricting incompatible development</i>   | <b>Yes</b> |

**Comments:** The proposal has sought to construct a place of public worship which will provide facilities for the public benefit. The facilities which include a children's play space, multi-purpose hall, meeting rooms and the like that will enable the Hwa Tsang Monastery to provide additional services for the use for the public, in addition to the existing place of public worship currently in operation at 29 Mackenzie Street.

### **Permissibility**

The subject site is Zoned R2 –Low Density Residential under Strathfield Local Environmental Plan (SLEP) 2012.

A place of public worship is permissible within the R2 –Low Density Residential Zone with consent and is defined under SLEP 2012 as follows:

*“**place of public worship** means a building or place used for the purpose of religious worship by a congregation or religious group, whether or not the building or place is also used for counselling, social events, instruction or religious training.”*

The proposed development involves the construction of a multi-purpose hall, meeting rooms, office, library and play areas for the use of the Hwa Tsang Monastery. These various areas are ancillary uses to the place of public worship and are described in more detail below.

### Office

The proposed office is to be utilised for general administrative purposes in relation to the premise only and will not operate as a separate business or entity.

### Meeting Room

The proposed meeting room is to serve as an area to enable meetings between employees and volunteers as well as members of the community. The room is to be utilised to assist in organising and planning activities for the site and enable community work to be undertaken in the wider locality. The first floor meeting room will specifically be utilised as a space for youth group committee members to meet and discuss their activities and utilise storage space. Youth activities will typically occur off site such as at Scout campsites or local parks.

### Library

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The proposed library is to operate on week days only and will provide a space for the community to read and research books on religious teachings. The library will be open to members of the public and will be supervised by employees/volunteers of the site during opening hours.

Multipurpose Hall

The proposed multipurpose hall is to be occupied for a number of events dependent on the day and time. Every Saturday the space is proposed to be used for adult meditation and religious talks/discussions. The space will also be utilised as occasional indoor play space for children on Sundays whilst parents are attending the Hwa Tsang Monastery immediately adjoining the site at 29 Mackenzie Street, Homebush.

Kitchenette

The proposed kitchenette will not be utilised for commercial purposes. The space will be limited to providing light snacks and refreshments for employees and visitors.

HTM SRE Resource Room

The resource room will be utilised in close conjunction with the play rooms as it will enable teachers to keep their resources and plan their curriculum.

Playrooms

The proposal involves 4 separate playrooms which will be utilised by children aged 4-12. Each playroom will be limited to 10 children with a total of 40 spaces available. Spaces will be required to be booked through a booking registrations system and will be on a first come, first served basis. Each playroom will be monitored by a minimum of 2 employees/volunteers whilst in operation. When play times are finished, children will be escorted from the playrooms to meet their parents at ground level.

SUTTA room

The proposed SUTTA room will be provided as a storage space for scripture scrolls and items to be kept. This space will not be made available to the public and will have limited access for employees/volunteers only.

Printing Room

The proposed printing room will be utilised for the IT Sub-Committee meetings and used to print out resources for the use of the site. The printing room will not be available to the public and will have limited access for employees/volunteers only.

The proposal for the purpose of a place of public worship including ancillary uses as described above. The development is consistent with the definition above and is permissible within the R2 – Low Density Residential Zone with consent.

**Zone Objectives**

| <b>Objectives</b>   | <b>Complies</b> |
|---|-----------------|
| ➤ <i>To provide for the housing needs of the community within a low density residential environment.</i>  | <b>N/A</b>      |
| ➤ <i>To enable other land uses that provide facilities or services to meet the day to day needs of residents.</i>                                     | <b>Yes</b>      |
| ➤ <i>To ensure that development of housing does not adversely impact the Heritage significance of adjacent Heritage items and conservation areas.</i> | <b>N/A</b>      |

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**Comments:** The proposal provides new facilities for the benefit of the public and is therefore consistent with the abovementioned objectives of the R2 Low Density Residential zone

**Part 4: Principal development standards**

An assessment of the proposal against the relevant provisions contained within Part 4 of the SLEP 2012 is provided below.

**Height of building**

| <b>Cl.</b>        | <b>Standard</b>  | <b>Controls</b> | <b>Proposed</b> | <b>Complies</b> |
|-------------------|--|-----------------|-----------------|-----------------|
| <b>4.3</b>        | <i>Height of building</i>  | 9.5m            | 9.5m            | <b>Yes</b>      |
| <b>Objectives</b> |  |                 |                 | <b>Complies</b> |
| <b>(a)</b>        | <i>To ensure that development is of a height that is generally compatible with or which improves the appearance of the existing area</i> |                 |                 | <b>Yes</b>      |
| <b>(b)</b>        | <i>To encourage a consolidation pattern that leads to the optimum sustainable capacity height for the area</i>                           |                 |                 | <b>Yes</b>      |
| <b>(c)</b>        | <i>To achieve a diversity of small and large development options.</i>  |                 |                 | <b>Yes</b>      |

**Comments:** Whilst the proposal achieves the maximum permitted 9.5m building height for the site, the development provides scope to further reduce the height of the development to better comply with the streetscape. During the assessment process, the applicant agreed to lower the entire development by 200mm. This will achieve better compatibility with the streetscape without requiring a redesign of the proposed roof pitches. This has been imposed as a condition of consent.

**Floor space ratio**

| <b>Cl.</b>        | <b>Standard</b>   | <b>Controls</b>                | <b>Proposed</b>                  | <b>Complies</b> |
|-------------------|---|--------------------------------|----------------------------------|-----------------|
| <b>4.4</b>        | <i>Floor space ratio</i>  | 0.5:1 (1,007.5m <sup>2</sup> ) | 0.12:1<br>(247.5m <sup>2</sup> ) | <b>Yes</b>      |
| <b>Objectives</b> |   |                                |                                  | <b>Complies</b> |
| <b>(a)</b>        | <i>To ensure that dwellings are in keeping with the built form character of the local area</i>  |                                |                                  | <b>Yes</b>      |
| <b>(b)</b>        | <i>To provide consistency in the bulk and scale of new dwellings in residential areas</i>   |                                |                                  | <b>Yes</b>      |
| <b>(c)</b>        | <i>To minimise the impact of new development on the amenity of adjoining properties</i>   |                                |                                  | <b>Yes</b>      |
| <b>(d)</b>        | <i>To minimise the impact of development on heritage conservation areas and heritage items</i>  |                                |                                  | <b>N/A</b>      |
| <b>(e)</b>        | <i>In relation to Strathfield Town Centre:</i>  |                                |                                  | <b>N/A</b>      |
|                   | <i>i. to encourage consolidation and a sustainable integrated land use and transport development around key public transport infrastructure, and</i>              |                                |                                  |                 |
|                   | <i>ii. to provide space for the strategic implementation of economic, social and cultural goals that create an active, lively and people-oriented development</i> |                                |                                  |                 |
| <b>(f)</b>        | <i>In relation to Parramatta Road Corridor – to encourage a sustainable consolidation pattern that optimises floor space capacity in the Corridor</i>             |                                |                                  | <b>N/A</b>      |

**Comments:** The proposed development complies with the maximum floor space controls which demonstrate that the development is commensurate with the bulk and scale envisaged for the site.

**Part 5: Miscellaneous Provisions**

Provisions contained within Part 5 of the SLEP 2012 are not applicable to the application.

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**Part 6: Local Provisions**

The relevant provisions contained within Part 6 of the SLEP 2012 are addressed below as part of this assessment:

**6.1 Acid sulfate soils**

The site is identified as having Class 5 and Class 3 soils and includes works which will extend more than 2 metres below the natural ground surface. Accordingly, an Acid Sulfate Soils Assessment was prepared by *EI Australia* and submitted to Council as part of the application. The assessment concludes that the potential for Actual Acid Sulfate Soils (AASS) or (Potential Acid Sulfate Soils (PASS) presence onsite is low. Accordingly, an ASS management plan was not required.

The report recommends that soils removed from the site are classified in accordance with the EPA (2014) *Waste Classification Guidelines* to ensure disposal of site soils to an appropriately licensed landfill facility.

**6.2 Earthworks**

Appropriate conditions of consent will be imposed to minimise the disruption of soils for both the subject site and neighbouring properties. The extent of the cut and fill is considered reasonable and the size of the basement has been limited to within the footprint of the ground floor above.

**6.3 Flood planning**

The front portion of the site fronting Bates Street is affected by overland flows as indicated by Council's Cooks River and Cox's Creek Flood Study. The proposal involves construction of a basement with vehicular access from Bates Street. The application has been designed to achieve 500mm clearance above the 1 in 100 year ARI flood event. The application was referred to Council's Development Engineer for comment who has raised no objection to the proposal subject to the imposition of conditions of consent.

**6.4 Essential services**

Clause 6.4 of the SLEP 2012 requires consideration to be given to the adequacy of essential services available to the subject site. The subject site is located within a well serviced area and features existing water and electricity connection and access to Council's stormwater drainage system. As such, the subject site is considered to be adequately serviced for the purposes of the proposed development.

**4.15 (1)(a)(ii) any draft environmental planning instruments**

There are no applicable draft planning instruments that are or have been placed on public exhibition, to consider as part of this assessment.

**4.151)(a)(iii) any development control plan**

**STRATHFIELD CONSOLIDATED DEVELOPMENT CONTROL PLAN (SCDCP) 2005**

The following is an assessment of the proposal's compliance with the relevant provisions contained within SCDCP 2005.

**PART Q – URBAN DESIGN**

An assessment of the proposal against the urban design objectives and development controls contained within Part Q of SCDCP 2005 is included below:

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**Objectives of the DCP**

| <b>1.6</b>   | <b>Objectives</b>  | <b>Satisfactory</b> |
|--------------|--|---------------------|
| <b>1.</b>    | <i>To deliver the highest standard of architectural, urban and landscape design.</i>   | <b>Yes</b>          |
| <b>2.11</b>  | <b>Objectives</b>  | <b>Satisfactory</b> |
| <b>a.</b>    | <i>a. To ensure that development adjacent to the Public Domain complements the landscape character, public use and enjoyment of that land.</i>   | <b>Yes</b>          |
| <b>b.</b>    | <i>b. To enhance the quality of the Public Domain.</i>   | <b>Yes</b>          |
| <b>c.</b>    | <i>c. To ensure the Public Domain is attractive, safe, interesting, comfortable, readily understood and easily accessed.</i>   | <b>Yes</b>          |
|              | <p>1) All development applications involving substantial external changes that are visible from or effect public space, or have significant land use implications, must be designed in accordance with this DCP Part Q to ensure a positive contribution to the public environment.</p> <p>2) Development is to be designed to address elements of the public domain, including the building interface between private and public domains, circulation patterns and access ways, gateways, nodes, edges, landscape features, heritage items, ground floor activity and built form definition to the street.</p>  |                     |
| <b>2.1.2</b> | <p>3) Public access to the public domain is to be maximised.</p> <p>4) Development is to be located to provide an outlook to the public domain, without appearing to privatise that space.</p> <p>5) Development is to provide passive surveillance to the public domain. Where appropriate, ground floor areas abutting public space should be occupied by uses that create active building fronts with pedestrian flow, and contribute to the life of the streets and other public spaces.</p> <p>6) Continuous lengths of blank walls and fences at the public domain interface are to be avoided.</p>  | <b>Yes</b>          |
| <b>2.2.1</b> | <p>a. To ensure that all development contributes positively to the street and locality.<br/>b. To ensure new development responds to, reinforces and sensitively relates to the spatial characteristics of the existing urban environment.<br/>c. To increase the legibility of streetscapes and urban spaces so that the interrelationship between development and the Public Domain is visually coherent and harmonious.<br/>d. To maximise opportunities for buildings to define the Public Domain. e. To encourage attractive street frontages and improve pedestrian amenity.</p>   | <b>Yes</b>          |
| <b>2.2.2</b> | <p>1) Building height at the street frontage and building alignment must maintain a compatible scale with adjacent development, whilst having regard to this Plan's height controls; and 2) Buildings and fences must be designed to complement and/or visually improve existing streetscapes. 3) Development must respond and sensitively relate to the broader urban context including topography, block patterns and subdivision, street alignments, landscape, views and vistas and the patterns of development within the area<br/>4) Building design and landscaping must be in harmony with the form, mass and proportions of the streetscape. 5) New buildings must recognise and reinforce the elements of facades within the street. Designs must have regard to the horizontal and vertical proportions of building elements which create the visual scene. 6) Building setbacks from the street boundary must be consistent with prevailing setbacks of adjoining and nearby buildings<br/>7) Buildings on corner sites must be designed and articulated to address each street frontage and must define corners<br/>8) Development adjoining land use zone boundaries must provide a transition in form, height, scale, appearance, materials and setbacks with adjoining development and the Public Domain. 9) Buildings must be constructed of suitably robust and durable materials which contribute to the overall quality of the streetscape. 10) The use of security devices, such as roller shutters or grilles on shopfronts, shall not compromise natural surveillance of streets and public places. Solid roller shutters will not be permitted as security devices on shop fronts (windows and doors). 11) Where side setbacks are an important part of the local streetscape character, these are to be maintained.</p> | <b>Yes</b>          |
| <b>2.3</b>   | <b>Siting</b>  |                     |
|              | <p>Development must achieve high quality urban form that is cohesive. The arrangement of buildings affects the Public Domain, amenity of spaces, the quality of space between buildings, visual and acoustic privacy and solar access to private and shared open spaces. Appropriate building separation is required to maximize light, air and outlook. Good site planning can reinforce an area's character, or make an important contribution to the future character of an area undergoing change. Appropriate building configuration and site planning will be informed by the surrounding built environment, street conditions and any vision statements adopted for individual areas.</p>   | <b>Yes</b>          |

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|              |  |            |
|--------------|--|------------|
| <b>2.3.1</b> | <i>Building configuration and site planning essential criteria</i>   |            |
|              | <p>1) Development must respond to the scale of surrounding buildings and definition of the street networks and public spaces.</p> <p>2) The distinctive and valued character of the surrounding area, particularly those elements that contribute to a sense of place and identity, must be protected and enhanced.</p> <p>3) Building forms (including heights and massing) are to be arranged to reinforce the future desired structure and character of the area.</p> <p>4) Buildings must address the street, laneway, new through-site link or open space.</p> <p>5) Street edges must be defined with low rise buildings or appropriately scaled podiums to create a pedestrian scale and active frontages at street level.</p> <p>6) Appropriate building separation must be provided to protect privacy and solar access to private property and the Public Domain.</p> <p>7) Building corners on key streets must be emphasised to signify key intersections and enhance Public Domain legibility.</p> <p>8) Possible future development on adjoining sites must be considered as part of any design.</p> | <b>Yes</b> |
| <b>2.4</b>   | <i>Building Envelope</i>   |            |
|              | <i>Building envelopes should allow for a 'loose fit' and room for articulation and modulation</i>  | <b>Yes</b> |
| <b>2.4.1</b> | <i>a. To ensure the scale and bulk of future development is compatible with site conditions, surrounding development and the existing and desired future character of the streetscape and locality</i>   | <b>Yes</b> |
| <b>2.4.2</b> | <p>1) The bulk and scale of any development must reflect the existing and future character of the existing street and surrounding locality. 2) The bulk and scale of any development must be compatible with the amenity of the immediately and surrounding locality. 3) Buildings must not be designed to be outside the building envelope even if they do not achieve 100% of the permissible Gross Floor Area (GFA) or maximum height permitted.</p>  | <b>Yes</b> |
| <b>2.5</b>   | <i>Building massing and scale</i>  |            |
| <b>2.5.1</b> | <p>a. To ensure buildings are compatible in form relative to the spatial characteristics of the local area. b. To ensure building mass and form reinforces, complements and enhances the visual character of the street. c. To ensure the building height and mass preserves and enhances the Public Domain, neighbourhood amenity, and site characteristics. d. To ensure that where changes in building scale, mass and/or height is proposed, it occurs in a manner that is sensitive to amenity issues of surrounding or nearby development.</p>   | <b>Yes</b> |
| <b>2.5.2</b> | <p>1) Buildings must be of a height that responds to the topography and shape of the site.</p> <p>2) Buildings, or their individual elements, must be appropriately scaled to reinforce the surrounding character.</p> <p>3) Building heights are to be reduced and setbacks increased to provided appropriate transitions to heritage buildings and places or sensitive uses such as public recreation areas and schools.</p> <p>4) The proportion and massing of buildings must relate favourably to the form, proportions and massing of existing and proposed building patterns in the street.</p> <p>5) Building height and mass must not result in loss of amenity to adjacent properties, open space or the Public Domain.</p> <p>6) The form and massing of buildings must provide a transition between adjoining land use zones and building types.</p> <p>7) Building form and massing must support individual and communal entries.</p>   | <b>Yes</b> |
| <b>2.6.1</b> | <i>Transition zone essential criteria</i>  |            |
|              | <p>1) Development proposing to be higher than adjoining development must incorporate gradual stepping up of the built form at its interface with existing low rise development. Where there is a common boundary between areas where a different height limit is specified, one solution may be that the top storey of the development on the land with the higher height limit be stepped back to fit within a plane projected at a 45 degree angle from the floor below the topmost floor.</p> <p>2) Development proposals are to be sensitive and complementary in scale and site location to surrounding properties of identified heritage and/or streetscape value, and which contributes positively to the desired character of the street or area concerned</p>   | <b>Yes</b> |
| <b>2.7</b>   | <i>Building frontages to Public Domain</i>   |            |
| <b>2.7.1</b> | <p>a. To ensure the appearance of buildings complement and enhance neighbourhood and streetscape character.</p> <p>b. To encourage contemporary designs which integrate with the appearance of the streetscape.</p> <p>c. To provide attractive building facades which establish identity and contribute to the streetscape.</p>   | <b>Yes</b> |
| <b>2.7.2</b> | <i>Essential Criteria</i>  |            |
|              | <p>1) Building design and architectural style must interpret and respond to the positive character of the locality, including the dominant patterns, textures and compositions of buildings.</p> <p>2) Demonstrated design consideration must be given to the underlying building elements that contribute to the character of the area. Such things include roof shape, pitch and overhangs; entry</p>  | <b>Yes</b> |



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|              |   |            |
|--------------|---|------------|
|              | <p>porches, verandas, balconies and terraces; materials, finishes, fixtures, patterns, fenestrations, colours and detailing; the location and proportion of windows and doors.</p> <p>3) Building facades must be modulated in plan and elevation and articulated to reduce the appearance of building bulk and to express the elements of the building's architecture.</p> <p>4) Alterations and additions must be compatible with design elements of the existing building.</p> <p>5) Building frontages and entries must provide a sense of address and visual interest from the street. Stairwells must not be located at the front and in view of the Public Domain.</p> <p>6) Where security grilles/screens, ventilation louvres and car park entry doors are proposed, they must be integrated into facade designs. Solid security shutters will not be permitted.</p> <p>7) New buildings and facades must not result in glare that causes discomfort or threaten the safety of pedestrians or motorists. A Reflectivity Report that analyses the effects of potential glare from the proposed new development on pedestrian and motorists may be required by Council</p> <p>8) Large areas of blank walls are not acceptable. Measures to avoid this may include windows, awnings, sun shading devices, pergolas, or a recognisable increased setback to the upper storey.</p> <p>9) New business and industrial buildings shall be designed so that entry points and client service areas are easily identified from the street and are clearly linked to car parking areas and pedestrian paths.</p> <p>10) Where dwelling houses do not face the street, they are to have recognisable entries and a sense of address as they would if they faced the street.</p> <p>11) For commercial and mixed-use development: – ground floor activities must activate the adjoining Public Domain to create a vibrant streetscape and promote a sense of community. Buildings shall be carefully designed to ensure active frontages contributes to the liveliness, interest, comfort and safety of the street for those who use it; and – awnings or colonnades for weather protection and shade must be provided along active frontages.</p> <p>12) Site services and related enclosures (such as for waste disposal and recycling, mail and deliveries, water and energy metering and emergency services) are to be integrated into the design of the development and not detract from the streetscape.</p> <p>13) Development must respond to the positive attributes of an area by incorporating dominant patterns, textures and compositions into the built form.</p> <p>14) Development must provide a sense of address and visual interest from the street through the use of insets and projections that create interest and, where relevant, the appearance of finer grain buildings. Recesses that undermine the safety of the Public Domain are to be avoided.</p> <p>15) Building materials, finishes and colours must be of a high quality and compatible with those qualities that are dominant in and contribute to the streetscape and locality.</p> <p>16) The reflectivity of external materials and finishes (including roofs and walls) must be minimal in accordance with industry standards. The use of reflective glass and curtain walling as a facade treatment is not generally favoured by Council. Council may require the lodgment of manufacturer's specifications of certain materials and finishes to demonstrate adequately low levels of glare and reflectivity from external surfaces in certain circumstances.</p> |            |
| <b>2.8</b>   | <b>Roof Forms</b>   |            |
| <b>2.8.1</b> | <p>a. To treat roof spaces and forms as an important element of the overall building appearance.</p> <p>b. To encourage roof forms that provide continuity and consistent character in the streetscape.</p> <p>c. To encourage roof designs that integrate with the building composition and form.</p>  | <b>Yes</b> |
| <b>2.8.2</b> | <p>2) The roof is to be designed to provide for rainwater and solar energy collection.</p> <p>3) The proposed roof form shall minimise the appearance of bulk and scale of the building and be treated as an important architectural element in the street, which can reinforce continuity and character.</p> <p>4) Roof forms are to respond to the neighbouring roofs, in particular in terms of scale and pitch. Roof forms should complement, but not necessarily replicate the predominant form in the locality and in particular those of adjacent buildings.</p> <p>5) Roofs must be designed to avoid or minimise loss of views from adjacent and nearby properties and public spaces, however, this does not justify a roof form that is inconsistent with the prevailing streetscape character.</p> <p>6) Attics are to be designed to fit within the building envelope with the exception of dormer windows.</p>   | <b>Yes</b> |
| <b>3.1.1</b> | <p>a. To improve pedestrian access and connectivity between housing, open space networks, community facilities, public transport, local activity centres and schools.</p> <p>b. To encourage pedestrian through-site links that are designed to promote safety and amenity.</p>   | <b>Yes</b> |
| <b>3.1.2</b> | <p>1) Pedestrian links must be provided where possible through large development sites to improve connectivity between housing, open space networks, community facilities, public transport, local activity centres and schools. Where Council considers it appropriate to have through site links, it will consider the public benefit that is derived from this in terms of potential loss of development potential.</p> <p>2) Through-site links must be arranged on the site to enable casual surveillance from buildings on the site and from the street or Public Domain. Through-site links are to be landscaped appropriately and include provision for appropriate lighting.</p> <p>3) Public, communal and private areas must be clearly delineated within the site.</p> <p>4) Pedestrian and cycle links must be provided on sites adjacent to waterways to improve accessibility to these natural systems.</p> <p>5) Existing through-site pedestrian links are to be retained by all types of development, except where alternative access can be provided to Council's satisfaction.</p>  | <b>Yes</b> |
| <b>3.2</b>   | <b>Building Entries</b>   |            |

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|              |   |                                       |
|--------------|---|---------------------------------------|
| <b>3.2.1</b> | <p>a. To create street entrances with a strong identity that provide a transition from the street to residential interiors.</p> <p>b. To ensure car park entries do not detract from the street.</p>  | <b>Yes</b>                            |
| <b>3.2.2</b> | <p>1) Legible entry/lobby areas accessed from a public street are to be provided to encourage surveillance and activation of the Public Domain, thereby increasing safety.</p> <p>2) Strong visual and physical connections must be provided between the street and lobby spaces. Entries and foyers must be designed to be comfortable, sheltered, safe, convenient and visible at all times of day and night.</p> <p>3) Car park entrances and crossovers are not permitted unless there is no alternative in retail and commercial areas. Entrances must be located off streets that have a predominantly service role, and these streets should be upgraded as necessary to cater for this role.</p> <p>4) Pedestrian access must be incorporated with car park entrances to reduce the visual impact of the car park entrance. Car park entrances must be carefully designed to avoid unattractive or extensive gaps in street frontages.</p> <p>5) New commercial and industrial buildings must be designed so that entry points and client service areas are easily identified from the street and are clearly linked to car parking areas and pedestrian paths.</p> <p>6) Where a dwelling house does not face the street, it must have a recognisable entry and a sense of address.</p>  | <b>Yes</b>                            |
| <b>3.3</b>   | Visual and Acoustic Privacy   |                                       |
| <b>3.3.1</b> | <p>a. To ensure that development does not cause unreasonable overlooking of habitable rooms and principal private open spaces of dwellings.</p> <p>b. To ensure that visual privacy is provided both within a development and between a development and its neighbours.</p> <p>c. To ensure that the siting and design of development minimises the impacts of noise transmission between properties.</p>   | <b>Yes- Refer to discussion below</b> |
| <b>3.3.2</b> | <p>1) New development must ensure adequate visual and acoustic privacy levels for neighbours and residents.</p> <p>2) Development must be located, oriented and designed to maximise visual and acoustic privacy between buildings.</p> <p>3) The internal layout of buildings must be designed to minimise overlooking of living areas, private open spaces and adjoining school yards.</p> <p>4) Building elements such as balconies and decks must be designed to minimise overlooking of living areas, private open spaces of adjoining dwellings and adjoining school yards.</p> <p>5) The windows of dwellings must be located so they do not provide direct and close views into the windows of other dwellings, particularly those of living areas</p> <p>6) Building design elements shall be used to increase visual and acoustic privacy such as recessed balconies and/or vertical fins between adjacent balconies, oblique windows, fencing, vegetation and louvres and pergolas which limit overlooking of lower dwellings, private open space and adjoining school yards</p> <p>7) The internal layout of buildings including windows must be designed so as to reduce the effects of noise transmission. For example, dwellings with common party walls should locate noise generating rooms such as living rooms adjacent the noise generating rooms of other dwellings.</p> <p>8) Appropriate building materials shall be used to provide acoustic privacy.</p> <p>9) Consideration to the relationship between residential and non-residential components of mixed use development with regard to noise attenuation and privacy must be demonstrated in the design of the development.</p> | <b>Yes</b>                            |
| <b>3.4</b>   | Acoustic amenity and air quality  |                                       |
| <b>3.4.1</b> | <p>a. To ensure that the siting and design of buildings minimises noise impacts from abutting roads, rail corridors and other noise-generating land uses.</p> <p>b. To ensure that new commercial or industrial development does not unreasonably diminish the amenity of nearby residential uses by noise intrusion.</p> <p>c. To ensure mitigation measures such as building layout and design and building materials are taken into consideration where poor air quality is likely to affect inhabitants.</p>  | <b>Yes</b>                            |
| <b>3.4.2</b> | <p>3) New non-residential development must not adversely affect the amenity of adjacent residential development in terms of noise, odour, poor air quality, hours of operation and/or service deliveries.</p> <p>4) Noise generating developments particularly those adjacent residential developments and residential developments adjacent to noise generating sources such as busy roads and rail corridors, must submit an Acoustic Report prepared by a suitably qualified acoustic consultant with a development application.</p>   | <b>Yes</b>                            |
| <b>3.5</b>   | Solar access and cross ventilation  |                                       |
| <b>3.5.1</b> | <p>a. To provide thermal comfort for occupants.</p> <p>b. To ensure that development does not unreasonably diminish sunlight to neighbouring properties and within the development site.</p> <p>d. To ensure sufficient volumes of fresh air circulate through buildings to create a comfortable indoor environment and to optimize cross ventilation.</p>  | <b>Yes</b>                            |

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e. To ensure that sunlight access is provided to the Public Domain.

3.5.2

- 1) Development must be designed and sited to minimise the extent of shadows that it casts on: - private and communal open space within the development; - private and communal open space of adjoining dwellings; - significant areas of the Public Domain, such as main streets, open space and plaza areas, main pedestrian links etc; - solar collectors of adjoining development; and - habitable rooms within the development and in adjoining developments. Note: Building setbacks may need to be increased to maximise solar access and to minimise overshadowing from adjoining buildings. Building heights may also need to be stepped to maximise solar access.
- 2) Generally, dwellings within the development site and adjoining properties are to receive a minimum of 3 hours sunlight in habitable rooms and in at least 50% of the private open space between 9am and 3pm on 21 June. Where existing development currently receives less sunlight than this requirement, this should not be unreasonably reduced. In order to demonstrate that this can be achieved, shadow diagrams may be required with the development application.
- 3) Living areas of dwellings such as kitchens and family rooms shall be located on the northern side of dwellings and service areas such as laundries and bathrooms to the south or west.
- 4) In habitable rooms, head and sill heights of windows must be sufficient to allow sun penetration into rooms.
- 5) Landscaping must provide shade in summer without reducing solar access in winter.
- 6) Buildings must have narrow cross sections, providing dual aspect for dwellings to allow for cross ventilation.
- 7) Buildings must be orientated to benefit from prevailing breezes.
- 8) All rooms must contain an external window to provide direct light and ventilation. Exceptions may be considered for non-habitable rooms where this cannot be achieved practicably and mechanical ventilation can be provided.
- 9) Natural cross ventilation shall be achieved by locating window openings in opposing walls and in line with each other.
- 10) Building elements such as operable louvres and screens, pergolas, blinds etc. shall be used to modify environmental conditions where required, such as maximising solar access in winter and sun shading in summer.

**Yes – refer to  
discussion  
below**

### Streetscape Compatibility

Section 2 of Part Q of the SCDP 2005 requires the development to reflect the existing and the desired future character of the existing street and surrounding locality. This is to be achieved by adopting a massing, scale, building envelope, form and height which corresponds with existing development in the streetscape.

The proposal has sought a two (2) storey development with a pitched roof form which is similar to existing roof forms in the streetscape. Whilst the dwellings immediately adjoining the site to the north and south are single storey, there are other existing developments in the streetscape which are two (2) storey including the townhouse development at 38 Bates Street. The proposed development is well articulated with varied side setbacks throughout the body of the development. The development also entails two (2) separate roof pitches to Bates Street so to present as two (2) dwelling structures which is sympathetic with the building rhythm of the street.

Amended plans were submitted during the assessment process proposing a replacement of the cream coloured brick finish to a Bowral blue brick. The proposed brick colour is considerably darker than that which was initially proposed which is more in keeping with the darker brown and red coloured bricks in the streetscape. The feature sandstone cladding proposed to the pedestrian ramp with the bronze coloured roof tiles and grey coloured cladding accents to the first floor present a refined and neutral coloured scheme which is compatible with the existing traditional-style development in the streetscape.

The proposal has sought the construction of a new basement driveway ramp which will be located 4.9m north of the southern side boundary of the site. A pedestrian walkway and access ramp will be located further north of the driveway and will be separated by 1.8m wide landscaped area. This will limit any large expanse of hardstand surfaces through the front setback of the site.

The proposal includes the provision of a front portico which will extend 3.8m forward of the front building line and approximately 800mm above the finished floor level of the first floor. The portico element will appear as an obtrusive feature in the development and should be reduced in height, depth and scale so to enable the feature to better align with the development. Accordingly, a

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condition of consent is recommended to ensure the height of the portico is reduced to RL14.2 so that it aligns with the finished floor level of the first floor and that the portico extend no further than 2.6m forward of the front building line so to align with the landing before the front entrance stair.

Overall, the bulk, height, form and scale of the development is commensurate with the prevailing characteristics of the streetscape. Conditions of consent will enhance the development's integration with the streetscape.

### Setbacks

Section 2 of Part Q of the SCDCP requires appropriate building separation to be provided and to ensure that the building setbacks from the street boundary is consistent with the prevailing setbacks of adjoining and nearby buildings.

The proposal achieves a minimum 9m front setback to Bates Street which aligns with the prevailing 9m front setback provided by the existing southern adjoining property at 36 Bates Street. The proposal achieves a minimum 3m side setback to the north and a minimum 4m side setback to the south. The combined side setbacks provided by the development is greater than 20% of the width of the block which is required for a dwelling house development under Part A of the SCDCP 2005. Further, the proposal achieves a 14m rear setback. The proposed side and rear setbacks provided by the development are considered generous and appropriate to the scale of the development. Further, the proposed setbacks enable a sense of openness to be achieved between developments with an extensive amount of soft landscaped areas provided through these spaces. The proposed landscaped areas are comprised of various canopy tree plantings which will provide a buffer along the side boundaries of the site as well as assist in softening the built form.

### Visual and Acoustic Privacy

Section 3.3 of Part Q of the SCDCP 2005 requires that visual privacy is provided both within a development and between a development and its neighbours. The development should be sited and designed to minimise impacts of noise transmission between properties.

With regard to visual privacy, the development proposes a number of windows to the northern and southern side elevations. All windows to the northern elevation of the development have been designed with vertically aligned privacy louvers capable of precluding views to the northern adjoining property at 30 Bates Street.

A number of windows are proposed across the southern side elevation of the development capable of resulting in overlooking impacts to the southern adjoining property at 36 Bates Street. It is acknowledged that the property at 36 Bates Street is owned and occupied by the Hwa Tsang Monastery. The property is currently utilised as a place of residence for the occupants of the Hwa Tsang Monastery immediately west of the site at 29 Mackenzie Street. Notwithstanding this, a condition of consent is recommended to ensure that the upper level rooms (Playrooms 1, 2, 3 and 4 and the printer room) are provided with vertically aligned fixed privacy louvers capable of precluding views to the southern adjoining property.

With regard to acoustic privacy, the proposal was accompanied by an Acoustic Report prepared by Acoustic Logic. The report has taken the proposed facilities under heavy consideration noting that the multipurpose hall and play rooms are likely to result in greatest noise emissions. The development has been designed in accordance with the recommendations made in the submitted Acoustic Report. This includes:

- Increased thickness of the glazing applied to all windows and doors which are also proposed to be fitted with seals;
- Acoustically treated roof/ceiling construction including a 75mm thick glass wool treatment between the ceiling and metal sheet roof;

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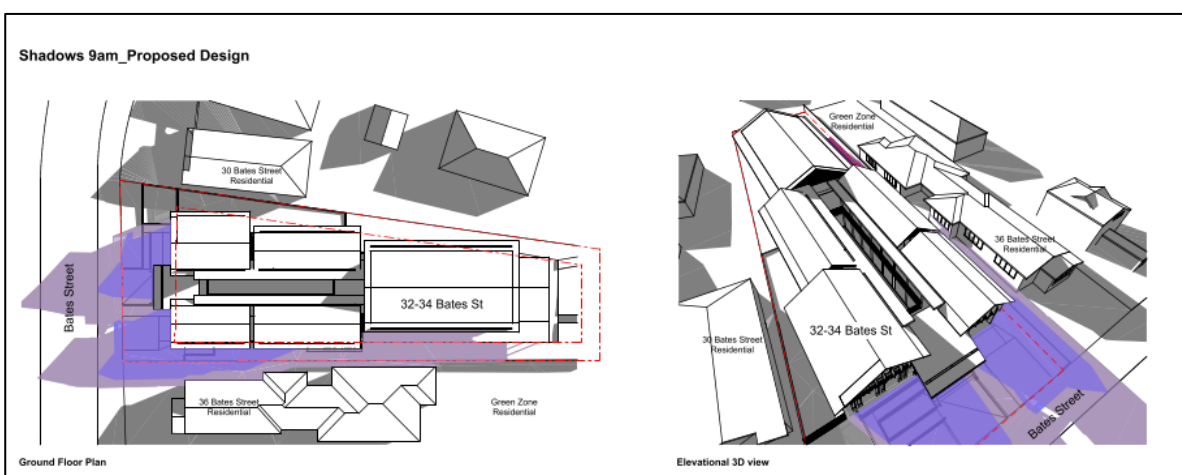
- Concrete/masonry external walls;
- Solid entry doors with acoustic seals;
- 1.8m height solid boundary fencing across full length of the northern and southern property;
- 1.5m height solid balustrading along the upper northern and southern side elevations of the development; and
- Further management controls including proposed timing restrictions on use of facilities, limited sound levels of amplified music indoors and closing openings during play time.

The Acoustic Report, along with the application, was referred to Council's Environmental Health Officer for comment. No concerns were raised for the proposal subject to the imposition of conditions of consent requiring timing and capacity restrictions on facilities for the site. The acoustic matters are discussed further in the Likely Impacts section of this report. Overall, for the purposes of complying with the acoustic requirements of Part Q of the SCDCP 2005, the proposal is considered satisfactory.

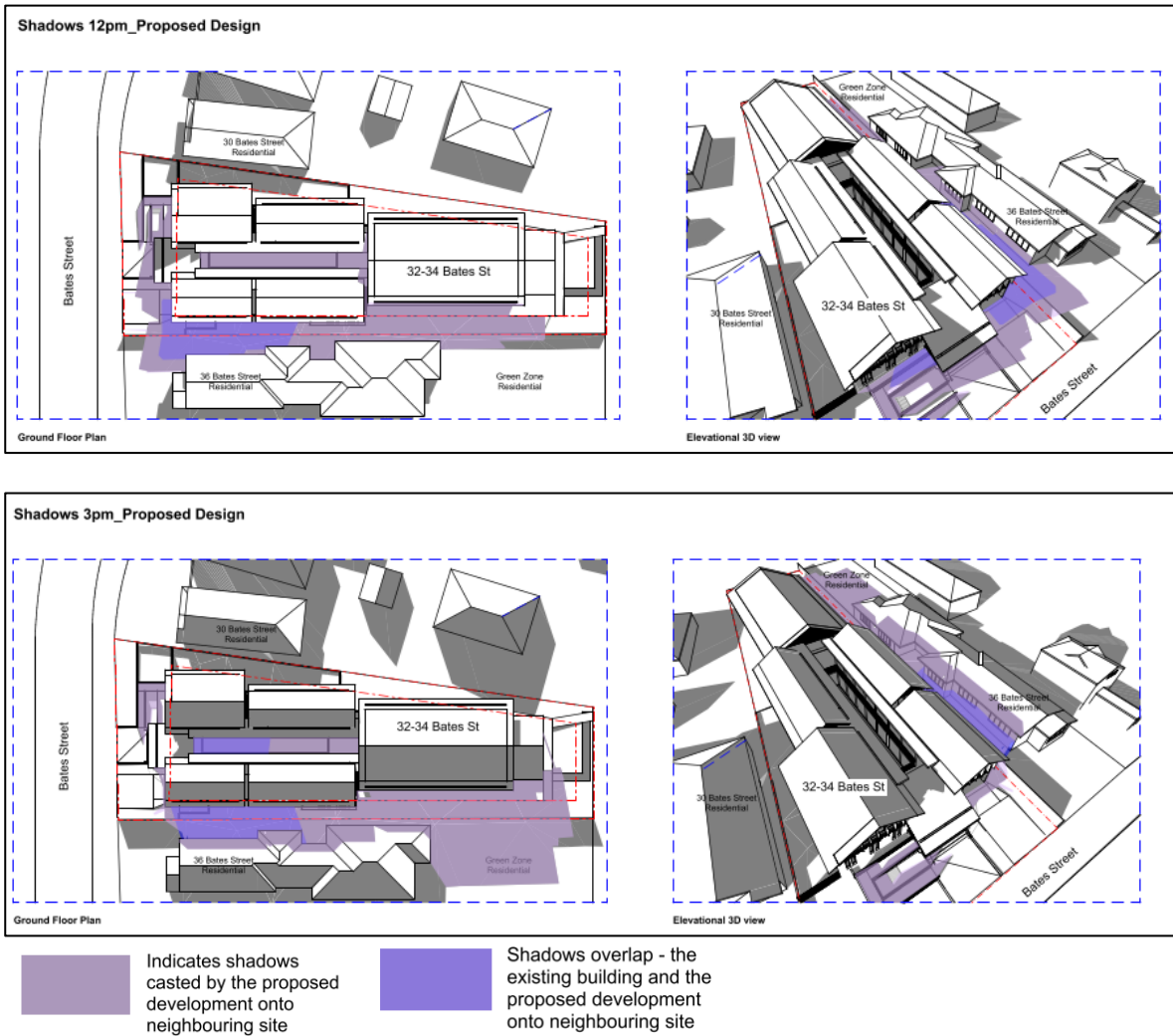
With regard to the balustrading proposed along the northern and southern side elevations of the site to the first floor, whilst the treatment of the balustrading will address acoustic issues, concern is raised regarding the potential for overlooking. It is appreciated that the balustrading is to the corridors only and that it will not be accessed directly from a room. Notwithstanding this, as a further precaution a condition of consent is included to increase the height of the balustrading to 1.7m from the finished floor level. This will protect the acoustic and visual amenity of adjoining residents whilst enabling cross ventilation and solar access through the development to still be achieved.

### Overshadowing and Solar Access

Section 3.5 of Part Q of the SCDCP requires the development is to enable a minimum 3 hours solar access to be achieved to adjoining properties. This is to include solar access to habitable rooms and 50% of the private open space areas of adjoining properties. A series of shadow diagrams were prepared and submitted to Council as part of the application. The proposal has sought the construction of a two (2) storey development sited upon an east-west orientated allotment. Accordingly, overshadowing to the southern adjoining property is inevitable and somewhat unavoidable. Refer to shadow diagrams below.



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The shadow diagrams demonstrate both the shadow cast by the existing development as well as the shadow which will be cast as a result of the proposed development. At 9am, the development will cast a shadow over a small portion of the northern side boundary of the southern adjoining dwelling at 36 Bates Street. The elevation diagrams demonstrate that all windows upon the northern side elevation of the dwelling at 36 Bates Street will continue to receive direct solar access. All open space areas to the front and rear portions of the site will receive direct solar access.

At 12pm, the shadow moves east casting a shadow over the centrally located window as well as the far window to the rear of the dwelling. Both the front and rear open space areas of the property receive direct solar access at this time. By 3pm, the shadow moves further east casting a shadow over all northern elevation windows of the property at 36 Bates Street and the majority of the rear private open space area of the property.

As illustrated and discussed above, the southern adjoining property will be capable of receiving a minimum 3 hours direct solar access through the day. Of the windows which will be cast in shadow by 12pm, it is noted that these rooms also benefit from eastern orientated windows which will enable these rooms to receive ample light through the day. It is also noted that the shadow diagrams are indicative of the worst case scenario and that the southern adjoining site will receive improved solar access throughout other times of the year.

With regard to solar access, whilst the proposed development will not be used for habitable purposes, the development itself will receive ample solar access and cross ventilation. A number of windows and openings are proposed across the front and side elevations of the development with

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an open air courtyard proposed through the central portion of the development. This will enable cross ventilation through the building as well as natural solar access to all rooms.

**PART I – PROVISION OF OFF-STREET PARKING FACILITIES**

An assessment of the proposal against the objectives and development controls contained within Part I of SCDCP 2005 is included below:

**3.9: Other uses**

| 3.9                                     | <i>Development Controls</i>   | <i>Complies</i>         |  |  |          |  |  |  |                    |                          |  |  |  |  |      |       |        |         |          |       |   |   |   |     |   |       |   |   |     |   |   |
|---|---|-------------------------|--|--|----------|--|--|--|--------------------|--------------------------|--|--|--|--|------|-------|--------|---------|----------|-------|---|---|---|-----|---|-------|---|---|-----|---|---|
| (a)                                     | Parking   |                         |  |  |          |  |  |  |                    |                          |  |  |  |  |      |       |        |         |          |       |   |   |   |     |   |       |   |   |     |   |   |
|   | <table border="1" style="width: 100%;"> <tr> <td style="width: 40%;">Place of Public Worship</td> <td>1 space per 6 seats; or 1/6 the capacity, whichever provides the greater number of spaces.</td> </tr> </table>  | Place of Public Worship | 1 space per 6 seats; or 1/6 the capacity, whichever provides the greater number of spaces. | Yes - 13 spaces required. 17 spaces proposed |          |  |  |  |                    |                          |  |  |  |  |      |       |        |         |          |       |   |   |   |     |   |       |   |   |     |   |   |
| Place of Public Worship                 | 1 space per 6 seats; or 1/6 the capacity, whichever provides the greater number of spaces.  |                         |  |  |          |  |  |  |                    |                          |  |  |  |  |      |       |        |         |          |       |   |   |   |     |   |       |   |   |     |   |   |
| (b)                                     | Driveways   |                         |  |  |          |  |  |  |                    |                          |  |  |  |  |      |       |        |         |          |       |   |   |   |     |   |       |   |   |     |   |   |
|   | The recommended driveway type is based on the number of parking spaces being served by the driveway.  |                         |  |  |          |  |  |  |                    |                          |  |  |  |  |      |       |        |         |          |       |   |   |   |     |   |       |   |   |     |   |   |
|   | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="6">Selection of Recommended Driveway Types</th> </tr> <tr> <th rowspan="2">Road Frontage Type</th> <th colspan="5">Number of Parking Spaces</th> </tr> <tr> <th>0-25</th> <th>26-50</th> <th>51-200</th> <th>201-300</th> <th>Over 300</th> </tr> </thead> <tbody> <tr> <td>Major</td> <td>2</td> <td>3</td> <td>3</td> <td>3-4</td> <td>7</td> </tr> <tr> <td>Minor</td> <td>1</td> <td>2</td> <td>2-3</td> <td>3</td> <td>4</td> </tr> </tbody> </table> |                         | Selection of Recommended Driveway Types  |  |          |  |  |  | Road Frontage Type | Number of Parking Spaces |  |  |  |  | 0-25 | 26-50 | 51-200 | 201-300 | Over 300 | Major | 2 | 3 | 3 | 3-4 | 7 | Minor | 1 | 2 | 2-3 | 3 | 4 |
| Selection of Recommended Driveway Types |   |                         |  |  |          |  |  |  |                    |                          |  |  |  |  |      |       |        |         |          |       |   |   |   |     |   |       |   |   |     |   |   |
| Road Frontage Type                      | Number of Parking Spaces  |                         |  |  |          |  |  |  |                    |                          |  |  |  |  |      |       |        |         |          |       |   |   |   |     |   |       |   |   |     |   |   |
|   | 0-25  | 26-50                   | 51-200   | 201-300                                      | Over 300 |  |  |  |                    |                          |  |  |  |  |      |       |        |         |          |       |   |   |   |     |   |       |   |   |     |   |   |
| Major                                   | 2   | 3                       | 3  | 3-4  | 7        |  |  |  |                    |                          |  |  |  |  |      |       |        |         |          |       |   |   |   |     |   |       |   |   |     |   |   |
| Minor                                   | 1   | 2                       | 2-3  | 3  | 4        |  |  |  |                    |                          |  |  |  |  |      |       |        |         |          |       |   |   |   |     |   |       |   |   |     |   |   |

**Comments:** As per the above, the proposal requires a minimum 13 off-street parking spaces to be provided for the site. This is having consideration for the greatest capacity (80 people) anticipated for the site at any given time.

The proposal includes 17 off-street parking spaces which more than accommodates the minimum requirements as per Part I of the SCDCP 2005. The proposal has sought a 5.5m wide driveway at the property boundary. As previously discussed, Council’s Traffic Engineer has advised that the driveway may be reduced to 3.5m in width to retain the street trees. This has been included as a condition of consent. The basement layout is acceptable and includes a turning bay to the rear to enable vehicles to enter and exit the site in a forward motion. The basement design and driveway is supported by Council’s Traffic Engineer subject to conditions of consent.

**PART H - WASTE MANAGEMENT (SCDCP 2005)**

A Waste Management Plan was prepared and submitted as part of the subject application.

The proposal has sought a bin storage area within the basement level of the development with a temporary holding bay immediately adjacent the proposed driveway ramp to the south. As per Council’s Waste Officer’s comments, bin collection must occur wholly within the site and the waste vehicle must not block access or disturb traffic. Furthermore, the waste vehicle must enter and exit the site in a forward motion.

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In order to accommodate this, and in light of the excess parking spaces proposed for the basement, a condition of consent is recommended to convert parking spaces 1 and 2 to a bin loading bay. The basement will therefore provide (15) spaces which will continue to exceed the minimum (13) spaces required for the site. This will ensure that the collection vehicle does not block access for other vehicles required to utilise the basement. It is further recommended that a revised waste management plan be prepared and submitted to Council demonstrating compliance with the waste specifications within Part H of the SCDPC 2005.

**4.15 (1)(a)(iiia) any planning agreement or draft planning agreement**

No planning agreement has been entered into under section 7.4 of the *Environmental Planning and Assessment Act 1979*.

**4.15 (1)(a)(iv) matters prescribed by the regulations**

Clause 92 of the *Environmental Planning and Assessment (EP&A) Regulation 2000* requires Council to take into consideration the provisions of the Government Coastal Policy and Australian Standard AS2601–1991: *The Demolition of Structures*, in the determination of a development application.

Having regard to these prescribed matters, the proposed development is not located on land subject to the Government Coastal Policy as determined by Clause 92(1)(a)(ii) however does involve the demolition of a building for the purposes of AS 2601 – 1991: *The Demolition of Structures*.

Appropriate conditions of consent are included within the recommended conditions of consent to ensure compliance with any relevant regulations.

**(i) any coastal zone management plan**

The NSW Government projects sea levels to rise by 40cm in 2050 and by 90cm in 2100 above the relative mean sea level in 1990. These planning benchmarks are to be considered in the assessment of development applications through the applicable coastal zone management plan or alternatively the provisions of the *NSW Coastal Planning Guideline: Adapting to Sea Level Rise*.

Although Council is not subject to a coastal zone management plan, the sea level rise planning benchmarks have also been established in order to assess the likely increase in the frequency, duration and height of flooding and as a consequence likely property and infrastructure damage on affected and potentially affected land. Council is therefore required to consider the impact of sea level rise and resultant flooding from Powell's Creek and Cook's River which are tributaries of Sydney Harbour (Parramatta River) and Botany Bay respectively.

The proposed development is located on a site that is affected by the existing 1 in 100 year flood event or is likely to be as a result of the planning benchmarks for sea level rise mentioned above. Accordingly, the proposed development has been assessed against the relevant provisions of the *NSW Coastal Planning Guideline: Adapting to Sea Level Rise*.

As previously mentioned, the proposal has been designed in accordance with Council's Flood Prone Land Policy and achieves a 500mm clearance above the ARI 1 in 100 year flood event.

**4.15(1)(b) the likely impacts of the development, including environmental impacts on both the natural and built environments, and social and economic impacts in the locality**

Acoustic Matters



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With regard to acoustic privacy, the proposal was accompanied by an Acoustic Report prepared by Acoustic Logic. The report has identified the multipurpose hall and the play rooms as having the greatest potential acoustic impacts for adjoining properties. As previously discussed, it is acknowledged that the property immediately south of the subject site at 38 Bates Street is owned and currently occupied as a residency for the Hwa Tsang Monastery. Notwithstanding, for the purposes of this assessment (and any potential future development), the site has been considered as a typical residential dwelling.

The recommendations and management controls proposed within the submitted Acoustic Report are to be enforced via conditions of consent. This includes special construction measures to ensure the development is acoustically treated where possible. The management controls are also to be enforced including restricting the use of amplified music to indoors only and ensuring all windows within playrooms are to be kept closed during indoor play sessions.

### Traffic Impacts

The proposal anticipates a maximum capacity of (11) occupants Monday – Friday. The proposed basement parking can adequately accommodate the needs of the site during this time.

With regard to weekend operation, it is unlikely that the use of the playrooms alone would generate additional parking demands as the occupants are the children of the existing worshippers already visiting the monastery on Sundays. Without the inclusion of the playrooms (capacity for 40 children), the proposal anticipates a maximum of (39) occupants on a Saturday and (19) on a Sunday. It is further noted that these figures include monthly meetings which accommodate a maximum of (10) people and will occur on either a Saturday or Sunday once per month. While these meetings are not in session, the maximum regular occupancy rates on the weekend will be further reduced to only (25) occupants on Saturday and (9) occupants on a Sunday.

The submitted Traffic Report anticipates that 5% of occupants will walk, 15% will be picked up/dropped off, 25% will utilise public transport and 55% will utilise a car to accommodate 2.5 persons. It is further noted that the adult meditation/Buddhism talks/discussions which anticipate a maximum of 20 occupants on Saturdays between 9:45am-11:15am. These patrons will be short stay visitors.

### Plan of Management

The application was also supported by a Plan of Management to further minimise potential impacts on adjoining properties where possible.

It is acknowledged that whilst children are occupying the multi-purpose hall for play time, the playrooms will be vacant. The operation of these spaces will occur after 9am and before 5pm Monday to Sunday, with the exception of the multipurpose hall which will be utilised between 6pm and 9pm on Saturdays twice per year. These times will be enforced via conditions of consent which will require full compliance with the submitted plan of management. The Plan of Management also provides the maximum capacity numbers proposed for each room. The proposal identifies a maximum capacity of 80 people at any given time which will occur twice per year whilst the performances are held in the multipurpose hall. The performances proposed to be held in the multipurpose hall are likely to result in greater impacts as this will result in the greatest number of occupants on the site at any given time.

The submitted Plan of Management identifies that a maximum of (80) people will be on site at any given time and the times that each area will be occupied. Refer to Figure 6 below. Notwithstanding this, the maximum capacity for the site has the potential to reach (95) occupants in the event that the performances are held between 2pm-5pm Saturdays. This includes (80) for the multipurpose hall (performance), a maximum of (10) in the meeting room and five (5) in the youth group meeting room.

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A condition of consent is therefore recommended to ensure that whilst the multipurpose hall is utilised for performances, all other facilities must remain vacant. A further condition of consent is also recommended to restrict the use of the multipurpose hall for performances through the year and to provide sufficient notification to Council and adjoining neighbours. A further condition of consent is also recommended to ensure that the maximum permitted capacity for the site remains at 80 at any given time.

| Ground Floor               |                             |   |   |
|----------------------------|-----------------------------|---|---|
| Table 1 Ground Floor Areas |                             |   |   |
| Area                       | Maximum Capacity            | Activity  | Typical Hours of Operation                        |
| Office                     | 2                           | Administration                                  | Monday – Sunday, 9am – 5pm                        |
| Meeting Room               | 8-10                        | Meetings  | Saturday or Sunday, 9am – 5pm (once per month)    |
| Common Room                | 2                           | General discussion, Meetings                    | Monday – Sunday, 9am – 5pm                        |
| Library                    | 2-5                         | Reading, Research                               | Monday – Friday, 12 midday – 2pm                  |
| Multipurpose Hall          | 60-80                       | Performance                                     | Saturday, 2pm – 5pm or 6pm – 9pm (twice per year) |
|                            | 40                          | Indoor play area for children                   | Occasional Sundays, 9.30am – 2pm                  |
|                            | 10-20                       | Adult meditation and Buddhism talks/discussions | Saturday, 9.45am – 11.15am                        |
| First Floor                |                             |   |   |
| Table 2 First Floor Areas  |                             |   |   |
| Area                       | Maximum Capacity            | Activity  | Typical Hours of Operation                        |
| HTM SRE Resource Room      | 2                           | Resource and lesson planning                    | Monday – Friday, 9am – 5pm                        |
| Meeting Room               | 5                           | Youth group meeting                             | Saturday or Sunday, 9am – 5pm                     |
| Playrooms 1-4              | 10 Children + 2 Supervisors | Indoor play space for children                  | Sunday (once per fortnight), 9am – 3pm            |

**Figure 6:** Proposed Capacity, activity and hours of operation per area.

**4.15 (1)(c) the suitability of the site for the development**

The proposed development is considered to be suitable to the site in that the proposal provides a place of public worship for the benefit of the community which is supported by local transport services and ample off-street parking availability.

**4.15 (1)(d) any submissions made in accordance with this Act or the regulations**

The application was notified in accordance with Part L of the SCDCP 2005 from 15 January 2020 to 4 February 2020 with a total of 59 submissions received during this time. 54 of which objected to the proposal and 5 in support of the proposal. Additionally, one (1) petition containing (74) signatories in support of the proposal was also received. The concerns raised in the objecting submissions are discussed below:

1. *Cumulative Traffic Congestion – concern is raised that the proposal will contribute to the traffic congestion already experienced on the weekends along Bridge Road as a result of Saturday and Sunday school at the Homebush Boy's High School. There are already instances of illegal manoeuvres, double parking, blocking driveways and the like. The use of the Alan Davidson Oval, Bates Street community centre and childcare centre also contribute toward additional traffic congestion on the street.*

Assessing officer's comments: Refer to previous "Traffic Impacts" discussion in Likely Impacts Section of the report.

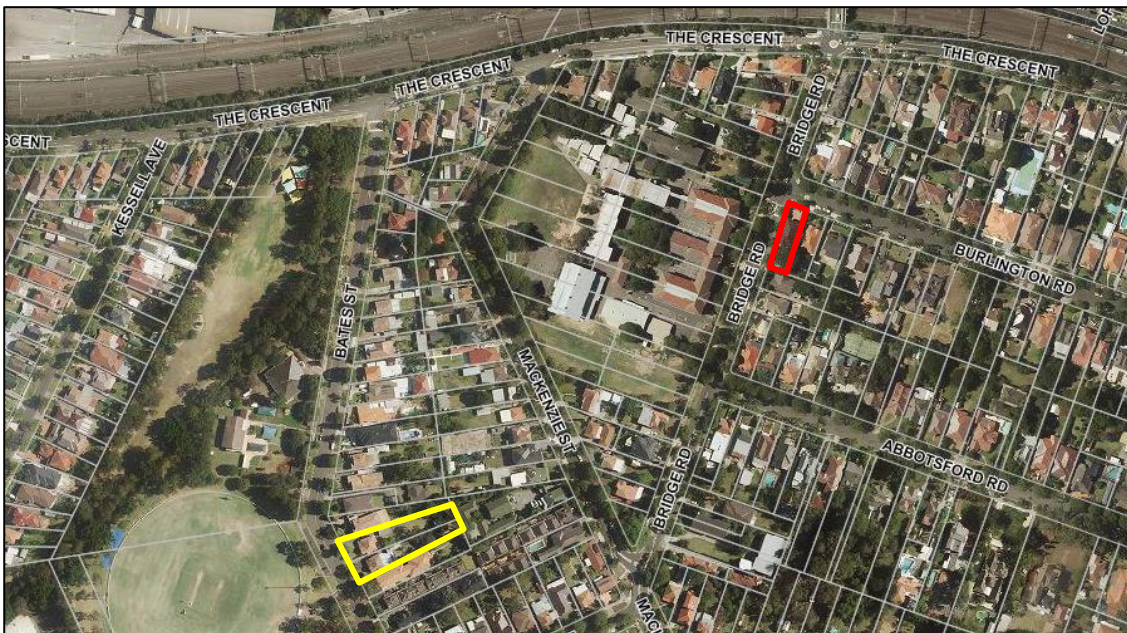
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2. *Insufficient off-street parking – concern is raised that the proposed underground parking for 17 cars is not sufficient enough for a planned 80 seat hall along with other rooms on the site. Residents of Bates Street already find it difficult at times to park with the proposal resulting in increased on-street parking demands.*

Assessing officer's comments: Section 3.9: "Other uses" of Part I of the SCDCP 2005 requires a minimum of (13) spaces to be provided on the site. The proposal has sought the provision of (17) spaces however, two (2) of these spaces have been conditioned to be redesigned as a single garbage loading bay to accommodate on-site waste collection. Nonetheless, the proposal continues to provide adequate parking for the site. Refer to previous "Traffic Impacts" discussion in Likely Impacts Section of the report.

3. *Concern is raised that there is already another place of worship opening on Bridge Road which will create traffic and parking challenges in the area.*

Assessing officer's comments: The approved place of public worship at 114 Burlington Road Homebush was approved 10 November 2017 by the Land and Environment Court (DA2016/341) and is separate to the subject site. The site at 114 Burlington Road, Homebush is restricted to a maximum of 30 attendees with dawn prayer restricted to a maximum of 15 attendees as per the approved conditions of consent. The map provided below demonstrates the location of the approved mosque (outlined in red) and the proposed monastery (outlined in yellow). The sites are located 515m via the surrounding road network (utilising Bridge Road, Mackenzie Street and Bates Street) and are considered a substantial distance away from one another.



**Figure 7:** Location of approved place of public worship (outlined in red) in relation to location of proposed place of public worship (outlined in yellow).

4. *Overdevelopment - concern is raised that the proposed development is excessive for a residential area already suffering from overdevelopment. The proposed expansion is inconsistent with the residential area and not in the interests of residents.*

Assessing officer's comments: The proposal has been assessed against the relevant planning controls including the SLEP and the SCDCP 2005. Overall, the development generally achieves compliance with the objectives and requirements of the controls which demonstrates that the proposal is considered suitable for the subject site. Further, the proposal provides a community

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facility which is available for public use in a residential setting. This is in accordance with the objectives of the R2 – Low Density Residential zone of the SLEP 2012.

5. *Acoustic Matters – The current monastery on Mackenzie Street already makes a decent amount of noise with the addition of another place of public worship, the noise pollution will only get louder.*

Assessing officer's comments: The proposal was accompanied by an Acoustic Report which has considered the proposed use and ongoing operation of the site. A number of recommendations including the construction measures and ongoing precautions are recommended to be enforced via conditions of consent. Furthermore, it will be conditioned that the submitted operational plan of management is to be complied with at all times to ensure the site operates with consideration for the amenity of adjoining land owners.

6. *Use of the site – concern is raised that the hall could be used for various functions such as weddings and gatherings that would proceed late into the evenings. This would cause further disruption to residence.*

Assessing officer's comments: The proposal does not include approval for the hall to be utilised for functions such as gatherings or weddings and the like. The use of the hall is restricted to uses specifically in relation to the monastery. This is to be enforced via conditions of consent.

7. *Character – concern is raised the proposal will result in a shift in the neighbourly residential character of the area to a transitory religious one.*

Assessing officer's comments: It is acknowledged that there is a multitude of uses throughout Bates Street. This includes the Alan Davidson Oval located immediately opposite the site to the west, the Bates Street community centre and childcare centre approximately 100m north of the site and additional parklands further north-west of the site. The Hwa Tsang Monastery which is currently operating also adjoins the site immediately to the west. Whilst the site is bound by single storey dwellings immediately north and south of the site, it is acknowledged that there are also two (2) storey dwellings along the street with two (2) separate two (2) storey townhouse complexes south of the site at 38 and 40 Bates Street. It is therefore evident that the streetscape features a multitude of uses which have been accommodated within the streetscape with a built form of both single and two (2) storeys.

Notwithstanding this, the proposal has responded to the context of the site seeking a two (2) storey development with a pitched tiled roof form and facebrick exterior finishes similar to existing residential finishes in the streetscape. The development achieves a 9m front setback and has provided generous side setbacks to reflect the predominant building rhythm in the streetscape. Overall, the proposal is considered appropriate to the character of the streetscape.

8. *Concern is raised for the significant scale of the proposed development which is largely disproportionate to the day to day needs of the local residents serving only a single religious denomination. The Application is not in line with the intended objectives of the low density residential zoning of the site.*

The objectives of the zone as per the SLEP 2012 are as follows:

- *To provide for the housing needs of the community within a low density residential environment.*
- *To enable other land uses that provide facilities or services to meet the day to day needs of residents.*
- *To ensure that development of housing does not adversely impact the Heritage significance of adjacent Heritage items and conservation areas.*

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The proposal achieves the objectives of the zone as it will provide a new community facility for the benefit of the wider community. The proposal is therefore consistent with the abovementioned objectives of the R2 Low Density Residential zone

9. Traffic Safety – Concern is raised that due to the present of the sports ground, high school, childcare and preschool centres there are many young students and children around Bates Street. The increase in traffic as a result of the proposal will have a deleterious effect on the pedestrian safety of these students and children.

Assessing officer's comments: It is acknowledged that the proposal will attract a number of youth groups to the site. Conditions of consent have been imposed by Council's Traffic Engineer to ensure the proposed driveway ramp is provided with a splay to improve vision for pedestrians and vehicles entering and exiting the site. The pedestrian entrance is separate to the driveway entrance to improve safety. The plan of management also notes that children will not be left unattended on the site and will only be allowed to leave the site once accompanied by an adult.

#### **4.15 (1)(e) the public interest**

The public interest is served through the detailed assessment of this development application under the relevant local planning controls and legislation and consideration of any submissions received relating to it by Council. The proposed development is not considered to be contrary to the public interest.

### **SECTION 7.11 CONTRIBUTIONS**

Section 7.11 of the EP&A Act 1979 relates to the collection of monetary contributions from applicants for use in developing key local infrastructure. The Act reads as follows:

- “(1) If a consent authority is satisfied that development for which development consent is sought will or is likely to require the provision of or increase the demand for public amenities and public services within the area, the consent authority may grant the development consent subject to a condition requiring:*
- (a) the dedication of land free of cost, or*
  - (b) the payment of a monetary contribution,*
  - or both.*
- (2) A condition referred to in subsection (1) may be imposed only to require a reasonable dedication or contribution for the provision, extension or augmentation of the public amenities and public services concerned.”*

#### **STRATHFIELD INDIRECT SECTION 7.11 CONTRIBUTIONS PLAN**

Section 7.11 Contributions are applicable to the proposed development in accordance with the Strathfield Indirect Development Contributions Plan 2010-2030 as follows:

|                                |                    |
|--------------------------------|--------------------|
| Local Amenity Improvement Levy | <b>\$39,827.22</b> |
|--------------------------------|--------------------|

### **CONCLUSION**

The application has been assessed having regard to Section 4.15 of the *Environmental Planning and Assessment Act 1979*, the Strathfield Local Environmental Plan 2012 and the Strathfield Development Control Plan 2005 and is considered to be satisfactory for approval, subject to the recommended conditions of consent.

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## **PEER REVIEW**

The content and recommendation of the development assessment report has undergone peer review and is satisfactory for consideration by the Panel.

## **RECOMMENDATION**

That Development Application No. 2019/220 for consolidation of lots 3 and 4 to construct a place of public worship containing a hall accommodating 80 seats, office, meeting rooms, library and children's play rooms with basement level parking for 15 vehicles at 32 and 34 Bates Street, Strathfield be **APPROVED**, subject to the following conditions:

## **SPECIAL CONDITIONS (SC)**

### **1. HEIGHT OF SIDE ELEVATION BALUSTRADING (SC)**

The first floor balustrading proposed to the northern and southern side elevations of the development shall attain a height of 1.7m from the Finished Floor Level. Details demonstrating compliance with this requirement shall be prepared and submitted to the Principal Certifying Authority prior to the issue of a Construction Certificate.

(Reason: protect the amenity of adjoining residents)

### **2. CONVERSION OF PARKING SPACES TO GARBAGE LOADING BAY (SC)**

The basement parking spaces numbered 1 and 2 shall be deleted and converted into a loading bay for the garbage collection vehicle. Details demonstrating compliance with this requirement shall be prepared and submitted to the Principal Certifying Authority prior to the issue of a Construction Certificate. The revised waste management plan shall also reflect this.

(Reason: achieve compliance with Part H of the SCDCP 2005)

### **3. FRONT PORTICO ELEMENT (SC)**

The front portico element fronting Bates Street shall be redesigned to achieve a maximum roof height of RL14.21 to align with the finished floor level of the first floor. Additionally, the portico shall extend no further than 2.6m forward of the front building line so to align with the landing before the front entrance stair. Details demonstrating compliance with this requirement shall be prepared and submitted to the Principal Certifying Authority prior to the issue of a Construction Certificate. The revised waste management plan shall also reflect this.

(Reason: Improve streetscape compatibility)

### **4. PLAN OF MANAGEMENT (SC)**

The Plan of Management shall be updated and submitted to the Principal Certifying Authority for approval prior to the issue of an Occupation Certificate. The updated Plan of Management shall include the following matters:

- (a) The multipurpose hall is to be utilised for a maximum of two (2) performances per calendar year.
- (b) Whilst the performances are on, all other areas of the site are to remain vacant so to not exceed the maximum 80 people capacity at any given time.

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- (c) Written notification is to be provided to Council and the residents of 30 Bates Street, 28A and 28B Bates Street, 31-33 Bates Street and 27 Mackenzie Street a minimum of fourteen (14) days prior to the event.

(Reason: to protect the amenity of adjoining residents)

**5. AMENDED ACOUSTIC REPORT (SC)**

Within (30) days of this development approval, the applicant must submit to Council for its approval an acoustic report prepared by a suitably qualified and experienced acoustic consultant. The acoustic report must:

- Contain background readings taken in accordance with NSW EPA Noise Policy for Industry 2017 "Fact Sheet B: Measurement procedures for determining background noise" long-term measurement. The background readings must include full details on how meteorological conditions were monitored.
- Background readings must be reported in accordance with NSW EPA Noise Policy for Industry 2017 "Fact Sheet B: Measurement procedures for determining background noise" long-term measurement.
- Identify all noise producing aspects of the proposed development.
- Identify all external noise sources that may impact on the amenity of the residential properties of the development.
- Demonstrate the suitability of any assumptions used in the acoustic report, via the provision of referenced or validating data.
- Recognise and provide variation for the impact of alcohol on any crowd noise.
- Identifying which area of the development are indoor area and outdoor areas.
- Propose effective noise intrusion attenuation measures to maintain noise within residential areas of the development. The noise intrusion attenuation measures must comply with:
  - Strathfield Council DCP 2005
  - NSW Department of Planning 'Development near Rail Corridors and Busy Roads (Interim Guide) 2008
  - State Environmental Planning Policy (Infrastructure) 2007
  - Australian and New Zealand AS/NZS 3671:1989 'Acoustics – Road traffic noise intrusion – Building siting and construction'
  - Australian and New Zealand AS/NZS 3671:1989 'Recommended design sound levels and reverberation times for building interiors'

A Construction Certificate is not to be issued until Council has written to the applicant indicating acceptance of the acoustic report and its recommendations. The applicant must comply with all requirements of the acoustic report as accepted by Council.

Any changes made to the proposal that would alter the acoustic assessment will require a further acoustic assessment and a copy of this further report shall be provided to Council for approval prior to the commencement of works and any recommendations adopted, implemented, and adhered to.

(Reason: to protect the amenity of residents)

**6. REDUCED DRIVEWAY WIDTH AT PROPERTY BOUNDARY (SC)**

The new driveway shall be reduced to 3.5m in width at the property boundary. The driveway location shall remain 4.95m from the southern side boundary of the site and extend no further than 3.5m in width. The remnant portion of the driveway no longer required shall be replaced with landscaping. Amended plans demonstrating compliance with this requirements shall be prepared and submitted to the Principal Certifying Authority for

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approval prior to the issue of a Construction Certificate.

(Reason: to protect Council street trees)

**7. RELOCATION OF EGRESS STAIR (SC)**

The egress stair immediately adjoining the library shall be relocated so to protect and retain the existing trees located along the southern side boundary of the site. Amended plans demonstrating compliance with this requirements shall be prepared and submitted to the Principal Certifying Authority for approval prior to the issue of a Construction Certificate.

(Reason: tree protection)

**GENERAL CONDITIONS (GC)**

**8. APPROVED PLANS AND REFERENCE DOCUMENTATION (GC)**

The development, except where modified by a condition(s) of consent, is to be carried out in accordance with the following plans and reference documentation:

Plans affixed with Council's 'Development Consent' stamp relating to Development Consent No. 2019/220:

| Drawing No. | Title/Description                 | Prepared by         | Issue / Revision & Date              | Date received by Council |
|-------------|-----------------------------------|---------------------|--------------------------------------|--------------------------|
| A-050       | Demolition Plan                   | BKA<br>Architecture | Issue B dated<br>18 December<br>2019 | 19 December<br>2019      |
| A-110       | Basement Plan                     | BKA<br>Architecture | Issue B dated<br>18 December<br>2019 | 19 December<br>2019      |
| A-111       | Ground Floor<br>Plan              | BKA<br>Architecture | Issue B dated<br>18 December<br>2019 | 19 December<br>2019      |
| A-112       | First Floor Plan                  | BKA<br>Architecture | Issue B dated<br>18 December<br>2019 | 19 December<br>2019      |
| A-113       | Roof Plan                         | BKA<br>Architecture | Issue B dated<br>18 December<br>2019 | 19 December<br>2019      |
| A-200       | West and East<br>Elevation Plan   | BKA<br>Architecture | Issue B dated<br>18 December<br>2019 | 19 December<br>2019      |
| A-201       | North and South<br>Elevation Plan | BKA<br>Architecture | Issue B dated<br>18 December<br>2019 | 19 December<br>2019      |
| A-202       | West Elevation<br>Plan            | BKA<br>Architecture | Issue B dated<br>18 December<br>2019 | 19 December<br>2019      |
| A-300       | Section Plan<br>Sheet 1           | BKA<br>Architecture | Issue C dated<br>10 March 2020       | 10 March 2020            |
| A-301       | Section Plan<br>Sheet 2           | BKA<br>Architecture | Issue C dated<br>10 March 2020       | 10 March 2020            |
| A-302       | Ramp Detail                       | BKA<br>Architecture | Issue B dated<br>18 December         | 19 December<br>2019      |



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|               |                                 |                              |                               |                  |
|---------------|---------------------------------|------------------------------|-------------------------------|------------------|
|               |                                 |                              | 2019                          |                  |
| A-400         | External Finishes               | BKA Architecture             | Issue C dated 11 March 2020   | 11 March 2020    |
| D01           | Roof Drainage Plan              | Zait Engineering Solutions   | Issue A dated 22 October 2019 | 19 December 2019 |
| D02           | Ground Floor Drainage Plan      | Zait Engineering Solutions   | Issue A dated 22 October 2019 | 19 December 2019 |
| D03           | Basement Drainage Plan          | Zait Engineering Solutions   | Issue A dated 22 October 2019 | 19 December 2019 |
| D04           | Drainage Details (Sheet 1 of 2) | Zait Engineering Solutions   | Issue A dated 22 October 2019 | 19 December 2019 |
| D05           | Drainage Details (Sheet 2 of 2) | Zait Engineering Solutions   | Issue A dated 22 October 2019 | 19 December 2019 |
| D06           | Soil and Water Management Plan  | Zait Engineering Solutions   | Issue A dated 22 October 2019 | 19 December 2019 |
| LPDA 20-82/01 | Landscape Plan                  | Concept Landscape Architects | Revision E                    | 19 December 2019 |
| LPDA 20-82/02 | Landscape Plan                  | Concept Landscape Architects | Revision E                    | 19 December 2019 |
| LPDA 20-82/03 | Specification and Detail Plan   | Concept Landscape Architects | Revision E                    | 19 December 2019 |
| LPDA 20-82/04 | Sections and Detail Plan        | Concept Landscape Architects | Revision E                    | 19 December 2019 |

Reference Documentation affixed with Council's 'Development Consent' stamp relating to Development Consent No. 2019/220:

| Title / Description            | Prepared by                               | Issue/Revision & Date            | Date received by Council |
|--------------------------------|---|----------------------------------|--------------------------|
| Acid Sulfate Soils Assessment  | Ei Australia                              | Revision 1 dated 31 October 2019 | 19 December 2019         |
| Acoustic Report                | Acoustic Logic                            | Revision 0 dated 4 November 2019 | 19 December 2019         |
| Geotechnical Desktop Study     | Ei Australia                              | Revision 1 dated 28 October 2019 | 19 December 2019         |
| Operational Plan of Management | Planning Ingenuity                        | -                                | 19 December 2019         |
| Traffic and Parking Assessment | Transport and Traffic Planning Associates | Revision B dated December 2019   | 19 December 2019         |

In the event of any inconsistency, the conditions of this consent shall prevail.

(Reason: To ensure that the form of the development undertaken is in accordance with the determination of Council.)

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**9. BUILDING HEIGHT - MAXIMUM RL TO BE COMPLIED WITH (GC)**

The height of the building measured from Australian Height Datum (AHD) must not exceed Relative Level (RL) 19.432AHD to the roof ridge of the front portion of the building and RL19.5AHD to the roof ridge of the rear portion of the building comprised of the multipurpose hall, SUTTA room and printing room.

(Reason: To ensure the approved building height is complied with.)

**10. CONSTRUCTION HOURS (GC)**

No construction or any other work related activities shall be carried out on the site outside the hours of 7.00 am to 5.00 pm Mondays to Fridays and 8am to 1pm Saturdays.

No building activities are to be carried out at any time on a Sunday or public holiday.

Where the development involves the use of jackhammers/rock breakers and the like or other heavy machinery, such equipment may only be used between the hours of 7.00 am - 5.00 pm Monday to Friday only.

(Reason: To maintain amenity to adjoining land owners.)

**11. CONSTRUCTION WITHIN BOUNDARIES (GC)**

The development including but not limited to footings, walls, roof barges and guttering must be constructed wholly within the boundary of the premises. No portion of the proposed structure shall encroach onto the adjoining properties. Gates must be installed so they do not open onto any footpath or adjoining land.

(Reason: Approved works are to be contained wholly within the subject site.)

**12. DEMOLITION – GENERALLY (GC)**

Alteration and demolition of the existing building is limited to that documented on the approved plans (by way of notation). No approval is given or implied for removal and/or rebuilding of any portion of the existing building which is not shown to be altered or demolished.

(Reason: To ensure compliance with the approved development.)

**13. DEMOLITION - SITE SAFETY FENCING (GC)**

Site fencing is to be erected to a minimum height of 1.8m complying with WorkCover Guidelines, to exclude public access to the site, prior to any demolition works occurring and maintained for the duration of the demolition works.

If applicable, a separate Hoarding Application for the erection of an A class (fence type) or B class (overhead type) hoarding/fencing along the street frontage(s) complying with WorkCover requirements must be obtained including:

- payment to Council of a footpath occupancy fee based on the area of footpath to be occupied and Council's Schedule of Fees and Charges before the commencement of work; and
- provision of a Public Risk Insurance Policy with a minimum cover of \$10 million in relation to the occupation of and works within Council's road reserve, for the full

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duration of the proposed works, must be obtained with a copy provided to Council.

(Reasons: Statutory requirement and health and safety.)

**14. LANDSCAPING - CANOPY TREES IN FRONT SETBACK (GC)**

New development shall provide at least two (2) canopy trees within the front setback adjacent the front boundary (existing trees may be included). New canopy trees shall be at least three (3) metres high at the time of planting and capable of reaching a mature height of 10m.

Species shall be selected from Council's Recommended Tree List (Available from Council's website or from the Customer Service Centre). Compliance with this condition is to be demonstrated to the Principal Certifying Authority, prior to the issue of any Occupation Certificate.

(Reason: To ensure the landscape character of the locality is maintained.)

**15. LANDSCAPING - TREES PERMITTED TO BE REMOVED (GC)**

The following listed trees are permitted to be removed to accommodate the proposed development:

| Tree No. in Arborist Report | Tree                  | Location               |
|-----------------------------|-----------------------|------------------------|
| 2a                          | Callistemon confertus | Front setback          |
| 2b                          | Monterey Cypress      | Front setback          |
| 6                           | Jacaranda             | Centre of the site     |
| 6a                          | Camellia              | Centre of the site     |
| 7                           | Chinese Juniper       | Centre of the site     |
| 11                          | Majestic palm         | Southern side boundary |
| 11a                         | Murraya               | Southern side boundary |
| 12                          | Majestic Palm         | Southern side boundary |
| 13                          | Majestic Palm         | Southern side boundary |
| 14                          | Majestic Palm         | Southern side boundary |
| 15                          | Majestic Palm         | Southern side boundary |
| 15a                         | Murraya               | Southern side boundary |
| 16                          | Flax-leaved paperbark | Southern side boundary |

All trees permitted to be removed by this consent shall be replaced (by 10 trees) by species selected from Council's Recommended Tree List and must have a minimum mature height of 10 metres.

Replacement trees shall be a minimum 50 litre container size. Trees are to conform to the NATSPEC guide and Guide for assessing the quality of and purchasing of landscape trees by Ross Clarke, 2003. Trees are to be true to type, healthy and vigorous at time of delivery and planting, shall be pest and disease free, free from injury and wounds and self-supporting; and shall be maintained until maturity.

All trees are to be staked and tied with a minimum of three (3) hardwood stakes. Ties are to be hessian and fixed firmly to the stakes, one tie at half the height of the main stem, others as necessary to stabilise the plant.

Root deflection barriers having a minimum depth of 600mm are to be installed adjacent to all footpaths and driveways.

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Soil conditioner/fertilizer/moisture retention additive/s are to be applied in accordance with manufacturer's recommendations, and mixed into the backfilling soil after planting tree/s.

A minimum 75mm depth of organic mulch shall be placed within an area 0.5m from the base of the tree.

Details demonstrating compliance shall be demonstrated to the Principal Certifying Authority, prior to the issue of any Occupation Certificate.

(Reason: To ensure appropriate planting back onto the site.)

**16. ENVIRONMENTAL PROTECTION – TREE (GC)**

All street trees and trees on private property that are protected under Council's controls, shall be retained except where Council's prior written consent has been obtained. The felling, lopping, topping, ringbarking, wilful destruction or removal of any tree/s unless in conformity with this approval or subsequent approval is prohibited.

All healthy trees and shrubs identified for retention on the approved drawings are to be suitably protected in accordance with Section 4, Tree protection measures, and Appendix C Tree Protection Zone Sign, of Australian Standard AS4970 - 2009, Protection of Trees on Development Sites, prior to the commencement of any works (including any demolition and excavation) and maintained for the duration of the works.

In this regard the street tree and all protected trees on or adjacent to the site will be protected as described below;

- i. A Tree Protection (Management) Plan prepared by a AQF Level 5 Arborist is to be available on site at all times prior to the issue of the Construction Certificate, for all demolition and site works. This Tree Protection (Management ) Plan must be shown on the demand of Authorised Council staff.
- ii. Protective perimeter fencing must be consistent with AS 4687, using metal fence posts greater than 20mm diameter and solid or chain wire mesh 2 metres in height supported on concrete pads/feet at 2-2.5 metre spacing. Fencing placement should not be closer than 2.5 metres from the trunk of each protected tree, or at a distance as specified by the approved Tree Protection (Management) Plan and approved by Council's Tree Management Officer. Shade cloth is to be used to prevent entry of dust and contaminated liquids into the root protection area.
- iii. Signs must be placed on the Fencing. These signs must comply with AS1319. The signs must state the purpose of the fencing and the name and contact details of the builder and the appointed AQF Level 5 consultant arborist.
- iv. Root protection is to be provided in the form of mulching to a depth of 50-100mm, inside of the fenced tree protection zone.
- v. Ground (Root) Trunk and Branch Protection must comply with the diagram of Figure 4 of AS4970 – 2009. Ground protection within the tree protection zone and drip line should be in the form of heavy steel plates or timber rumble boards over mulch or aggregate. Trunk and branch protection should be to a minimum height of 2 metres and must include measures to protect the tree/s against damage from the movement of trucks, plant equipment and materials at greater heights above ground level.
- vi. Temporary signs, cables, wires must not be attached to, or suspended, on any street tree or protected tree.

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- vii. Above ground utilities must not be placed within the canopy of an existing protected tree, or create the future need for clearance pruning.
- viii. Below ground utilities/services must not be located inside the fenced tree protection zone.
- ix. Scaffolding must not be located in the fenced tree protection zone unless authorised by the approved Tree Protection (Management) Plan and Council's Tree Management Officer
- x. Council must be notified in writing within 24 hours, for all temporary removal of the tree protection fencing ground (root) trunk and branch protection within the root protection area.
- xi. Pruning of a street tree is prohibited without the written consent of Council.

(Reason: To ensure the protection of trees to be retained on the site.)

**17. LIGHTING (GC)**

Any lighting of the premises shall be installed and maintained in accordance with Australian Standard AS 4282-1997: Control of the Obtrusive Effects of Outdoor Lighting so as to avoid annoyance to the occupants of adjoining premises or glare to motorists on nearby roads.

No flashing, moving or intermittent lighting, visible from any public place may be installed on the premises or external signage associated with the development, without the prior approval of Council.

(Reason: To protect the amenity of surrounding development and protect public safety.)

**18. MATERIALS – CONSISTENT WITH SUBMITTED SCHEDULE (GC)**

All external materials, finishes and colours are to be consistent with the schedule submitted and approved by Council with the development application.

(Reason: To ensure compliance with this consent.)

**19. PRINCIPAL CERTIFYING AUTHORITY (PCA) IDENTIFICATION SIGN (GC)**

Prior to commencement of any work, signage must be erected in a prominent position on the work site identifying:

- i) The Principal Certifying Authority (PCA) by showing the name, address and telephone number of the PCA;
- ii) The Principal Contractor by showing the Principal Contractor's name, address and telephone number (outside of work hours) for that person; and
- iii) The sign must state that unauthorised entry to the work site is prohibited.

Any such sign is to be maintained while the work is being carried out, but must be removed when the work has been completed.

This clause does not apply to building work, subdivision work or demolition work that is carried out inside an existing building that does not affect the external walls of the building.

(Reason: Statutory requirement.)

**20. SITE MANAGEMENT (DURING DEMOLITION AND CONSTRUCTION WORKS)**

All of the following are to be satisfied/complied with during demolition, construction and any

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other site works:

- i) All demolition is to be carried out in accordance with Australian Standard AS 2601-2001.
- ii) Demolition must be carried out by a registered demolition contractor.
- iii) A single entrance is permitted to service the site for demolition and construction. Protection pads are to be installed to the kerb, gutter and nature strip where trucks and vehicles enter the site.
- iv) No blasting is to be carried out at any time during construction of the building.
- v) Care must be taken during demolition/ excavation/ building/ construction to prevent any damage to adjoining buildings.
- vi) Adjoining owner property rights and the need for owner's permission must be observed at all times, including the entering onto land for the purpose of undertaking works.
- vii) Any demolition and excess construction materials are to be recycled wherever practicable.
- viii) The disposal of construction and demolition waste must be in accordance with the requirements of the Protection of the Environment Operations Act 1997.
- ix) All waste on the site is to be stored, handled and disposed of in such a manner as to not create air pollution (including odour), offensive noise or pollution of land and/or water as defined by the Protection of the Environment Operations Act 1997. All excavated material should be removed from the site in an approved manner and be disposed of lawfully to a tip or other authorised disposal area.
- x) All waste must be contained entirely within the site.
- xi) A site plan including temporary waste storage locations, construction material storage areas and vehicular access to and from the site must be included with application.
- xii) Section 143 of the Protection of the Environment Operations Act 1997 requires waste to be transported to a place which can lawfully accept it. All non-recyclable demolition materials are to be disposed of at an approved waste disposal depot in accordance with legislation.
- xiii) Details as to the method and location of disposal of demolition materials (weight dockets, receipts, etc.) should be kept on site as evidence of approved methods of disposal or recycling and must be presented to Council and/or Principal Certifying Authority upon request.
- xiv) All materials on site or being delivered to the site are to generally be contained within the site. The requirements of the Protection of the Environment Operations Act 1997 must be complied with when placing/stockpiling loose material, disposing of concrete waste, or other activities likely to pollute drains or water courses.
- xv) Any materials stored on site must be stored out of view or in such a manner so as not to cause unsightliness when viewed from nearby lands or roadways.
- xvi) Public footways, include nature strips and roadways adjacent to the site must be maintained and cleared of obstructions during construction. No building materials, waste containers or skips may be stored on the road reserve or footpath without prior separate approval from Council, including payment of relevant fees.
- xvii) Building operations such as brick-cutting, washing tools or paint brushes, and mixing mortar not be performed on the roadway or public footway or any other locations which could lead to the discharge of materials into the stormwater drainage system.
- xviii) All site waters during excavation and construction must be contained on site in an approved manner to avoid pollutants entering into waterways or Council's stormwater drainage system.
- xix) Any work must not prohibit or divert any natural overland flow of water.
- xx) Toilet facilities for employees must be provided in accordance with WorkCover NSW.

(Reason: To ensure that demolition, building and any other site works are undertaken in accordance with relevant legislation and policy and in a manner which will be non-disruptive

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to the local area.)

**21. STORMWATER MANAGEMENT PLAN - CERTIFICATION REQUIREMENT (GC)**

A detailed Stormwater Management Plan (SWMP) in line with Council's Stormwater Management Code is to be prepared and certified by an Accredited Civil/Hydraulic Engineer and submitted to the Principal Certifying Authority and Council, prior to the issue of a Construction Certificate. The SWMP is to be based on the approved development as modified by any conditions of consent.

(Reason: To ensure appropriate provision is made for the disposal and management of stormwater generated by the development, and to ensure public infrastructure in Council's care and control is not overloaded.)

**22. SYDNEY WATER - TAP IN™ (GC)**

The approved plans must be submitted to a Sydney Water Tap in™ to determine whether the development application will affect Sydney Water's sewer and water mains, stormwater drains and/or easements, and if further requirements need to be met. The approved plans will be appropriately endorsed. For details please refer to 'Plumbing, building and developing' section of Sydney Water's web site at [www.sydneywater.com.au](http://www.sydneywater.com.au) then see 'Building', or telephone 13000 TAP IN (1300 082 746). The Certifying Authority must ensure that a Tap in™ agent has appropriately stamped the plans prior to the issue of the Construction Certificate.

(Reason: Compliance with Sydney Water requirements.)

**CONDITIONS TO BE SATISFIED PRIOR TO THE ISSUE OF A CONSTRUCTION CERTIFICATE (PCC)****23. ACCESS - ACCESS FOR PEOPLE WITH DISABILITIES (CC)**

Access for people with disabilities must be provided in accordance with the requirements of the Building Code of Australia, relevant Australian Standards and with regard to the Disability Discrimination Act 1992. Plans shall be notated demonstrating compliance and approved by the Principal Certifying Authority, prior to the issue of a Construction Certificate.

Note: Disability (Access to Premises - Buildings) Standards 2010 - As of 1 May 2011, if access is provided to the extent covered by this Standard, then such access cannot be viewed as unlawful under the Disability Discrimination Act 1992.

(Reason: To provide equitable access for people(s) with disabilities in accordance with the relevant legislation and Australian Standards.)

**24. BUILDING CODE OF AUSTRALIA - COMPLIANCE WITH (CC)**

All architectural drawings, specifications and related documentation shall comply with the Building Code of Australia (BCA). All work must be carried out in accordance with the requirements of the Building Code of Australia (BCA).

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

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Details demonstrating compliance with this condition are to be submitted to the Principle Certifying Authority, prior to issue of the Construction Certificate.

(Reason: This is a 'prescribed' condition under clause 98(1) of the Environmental Planning and Assessment Regulation 2000.)

**25. CAR PARKING - VEHICULAR ACCESS RAMPS (CC)**

Vehicular access ramps shall comply with the provisions of AS/NZS 2890.1:2004 and AS/NZS 2890.6:2009. Plans to be submitted shall contain the following details:

- i) (other standard sub-conditions and additional sub-conditions imposed by development engineer)
- ii) The headroom clearance of minimum 2.2 metres along the path of vehicular travel between the basement floor and any overhead obstruction (including overhead services) is provided for compliance with Clause 5.3.1 of AS/NZS 2890.1:2004 and Clause 2.4 of AS/NZS 2890.6:2009.
- iii) The headroom clearance of minimum 2.5 metres is provided to all parking spaces for people with disabilities for compliance with Clause 2.4 of AS/NZS 2890.6:2004.
- iv) Pursuant to Clause 3.2.4, a 2.0m x 2.5m sight triangle is to be provided at property boundary along the southern side of the driveway and the area is to be kept clear from obstructions to visibility.
- v) The driveway is to be reduced to single width (3.5m). To ensure safe two-way movements along the driveway ramp, a traffic signal system is to be provided to give the entering traffic priority.
- vi) Certification that the design complies with AS/NZS 2890.1:2004 and AS/NZS2890.6:2009 by a Qualified Engineer.

The certification referred to in (vi) above shall be submitted to the Principal Certifying Authority prior to the issue of a Construction Certificate (for the design) and to the Principal Certifying Authority prior to the issue of any Occupation Certificate for the 'as-built works'.

(Reason: To ensure adequate vehicular access can be achieved.)

**26. CAR PARKING - COMPLIANCE WITH AS/NZS 2890.1:2004 AND AS/NZS2890.6:2009 (CC)**

Car parking dimensions must comply with the Australian/New Zealand Standard AS/NZS 2890.1:2004 - Parking facilities - Off-street car parking and AS/NZS2890.6:2009. Details demonstrating compliance are to be submitted to the Principal Certifying Authority, prior to the issue of a Construction Certificate.

(Reason: To ensure compliance with Australian Standards relating to parking of vehicles.)

**27. COMMENCEMENT OF WORKS (NO WORKS UNTIL A CC IS OBTAINED)**

Building work, demolition or excavation must not be carried out until a Construction Certificate has been issued by either Strathfield Council or a Principal Certifying Authority.

Demolition of any part of a building triggers 'commencement of erection of building' pursuant of section 4.19 of the EP&A Act 1979. Accordingly, demolition works must not commence until a Construction Certificate has been issued, a Principal Certifying Authority has been appointed and a Notice of Commencement has been issued.

(Reason: To ensure compliance with statutory provisions.)



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**28. CONSTRUCTION AND ENVIRONMENTAL MANAGEMENT PLAN (CC)**

The applicant must prepare and submit a Construction and Environmental Management Plan (CEMP) to the Principal Certifying Authority, including:

- i) Detailed information on any approvals required from other authorities prior to or during construction.
- ii) Traffic management, including details of:
  - ingress and egress of vehicles to the site;
  - management of loading and unloading of materials;
  - the location of heavy vehicle parking off-site; and
  - designated routes for vehicles to the site.
- iii) The proposed areas within the site to be used for a builder's site office and amenities, the storage of excavated material, construction materials and waste containers during the construction period.
- iv) Erosion and sediment control, detailing measures and procedures consistent with the requirements of Council's guidelines for managing stormwater, including:
  - the collection and treatment of stormwater and wastewater generated on site prior to discharge; and
  - procedures to prevent run-off of solid material and waste from the site.
- v) Waste management, including:
  - details of the types and estimated volumes of waste materials that will be generated;
  - procedures for maximising reuse and recycling of construction materials; and
  - details of the off-site disposal or recycling facilities for construction waste.
- vi) Dust control, outlining measures to minimise the generation and off-site transmission of dust and fine particles, such as watering or damp cloth fences.
- vii) A soil and water management plan, which includes:
  - measures to minimise the area of soils exposed at any one time and conserve top soil;
  - identification and protection of proposed stockpile locations;
  - preservation of existing vegetation and revegetation;
  - measures to prevent soil, sand, sediments leaving the site in an uncontrolled manner;
  - measures to control surface water flows through the site in a manner that diverts clean run-off around disturbed areas, minimises slope gradient and flow distance within disturbed areas, ensures surface run-off occurs at non-erodible velocities, and ensures disturbed areas are promptly rehabilitated;
  - details of sediment and erosion control measures in place before work commences;
  - measures to ensure materials are not tracked onto the road by vehicles entering or leaving the site; and
  - details of drainage to protect and drain the site during works.
- viii) Asbestos management procedures:
  - Anyone who removes, repairs or disturbs bonded or a friable asbestos material must hold a current removal licence from Workcover NSW holding either a Friable (Class A) or a Non- Friable (Class B) Asbestos Removal License which ever applies and a current WorkCover Demolition License where works involve demolition. To find a licensed asbestos removalist please see [www.workcover.nsw.gov.au](http://www.workcover.nsw.gov.au)
  - Removal of asbestos by a person who does not hold a Class A or Class B asbestos removal license is permitted if the asbestos being removed is 10m<sup>2</sup> or less of non-friable asbestos (approximately the size of a small bathroom). Friable asbestos materials must only be removed by a person who holds a

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- current Class A asbestos license.
- Before starting work, a work site-specific permit approving each asbestos project must be obtained from WorkCover NSW. A permit will not be granted without a current WorkCover licence. All removal, repair or disturbance of or to asbestos material must comply with the following:
    - The Work Health and Safety Act 2011;
    - The Work Health and Safety Regulation 2011;
    - How to Safety Remove Asbestos Code of Practice – WorkCover 2011; and
    - Safe Work Australia Code of Practice for the Management and Control of Asbestos in the Workplace.
  - Following completion of asbestos removal works undertaken by a licensed asbestos removalist re-occupation of a workplace must not occur until an independent and suitably licensed asbestos removalist undertakes a clearance inspection and issues a clearance certificate.
  - The developer or demolition contractor must notify adjoining residents at least two (2) working days (i.e. Monday to Friday exclusive of public holidays) prior to the commencement of asbestos removal works. Notification is to include, at a minimum:
    - the date and time when asbestos removal works will commence;
    - the name, address and business hours contact telephone number of the demolisher, contractor and/or developer;
    - the full name and license number of the asbestos removalist/s; and
    - the telephone number of WorkCover's Hotline 13 10 50
    - warning signs informing all people nearby that asbestos removal work is taking place in the area. Signs should be placed at all of the main entry points to the asbestos removal work area where asbestos is present. These signs should be weatherproof, constructed of light-weight material and adequately secured so they remain in prominent locations. The signs should be in accordance with AS 1319-1994 Safety signs for the occupational environment for size, illumination, location and maintenance; and
    - appropriate barricades installed as appropriate to prevent public access and prevent the escape of asbestos fibres. Barricades must be installed prior to the commencement of asbestos removal works and remain in place until works are completed.

(Reason: Safety, amenity and protection of public infrastructure and the environment.)

**29. COUNCIL PERMITS – FOR ALL ACTIVITIES ON COUNCIL LAND (CC)****Works Permit**

(as per Section 68 of the Local Government Act 1993 and Section 138 and 139 of the Roads Act 1993)

A Works Permit is required for construction of a vehicular crossing (driveway), new stormwater down pipe connection to kerb and gutter, new footpath and/or stormwater connection. A Works Permit Application Form is available from Council's Customer Centre or can be downloaded from Council's website. The applicable fees and charges are located on Council's website.

**Standing Plant Permit**

This permit must be applied for where it is intended to park a concrete pump, crane or other plant on the roadway or footpath. A Standing Plant Permit Application Form is available from Council's Customer Centre or can be downloaded from Council's website. The applicable fees and charges are located on Council's website. Please note a Road Closure Permit is not required for standing plant.

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This permit must be applied for if you intend to place a skip bin on the roadway or footpath. A Skip Bin Application Form is available from Council's Customer Centre or can be downloaded from Council's website. The applicable fees and charges are located on Council's website.

Temporary Full or Part Road Closure Permit

This permit must be applied for if you require a full or a part road closure to take place to assist in your construction works. Please use the Works Permit Application Form, which is available from Council's Customer Service Centre or can be downloaded from Council's website. The applicable fees and charges are located on Council's website. Please note a Road Closure Permit is not required for standing plant.

Hoarding/Fencing Permit

This permit must be applied for if you intend to erect a Class A (fence type) or Class B (overhead type) hoarding/fencing along the street frontage(s). A Hoarding Permit Application Form is available from Council's Customer Service Centre or can be downloaded from Council's website. The applicable fees and charges are located on Council's website.

Work Zone Permit

This permit must be applied for if you require permanent parking along the kerbside at the front of the site during construction works. A Work Zone Permit Application Form is available from Council's Customer Service Centre or can be downloaded from Council's website. The applicable fees and charges are located on Council's website.

Ground Anchoring Permit

This permit must be applied for, for the installation of ground anchors under Council's footway/road reserve. It does not cover ground anchors under private properties. A separate approval is required to be obtained from Roads and Maritime Services (RMS) if it is proposed to install ground anchors under a State or Classified Regional Road (please refer to the end of this application form for more information).

(Reason: Council requirement.)

**30. DILAPIDATION REPORT - PRE-COMMENCEMENT (CC)**

Subject to access being granted, a pre-commencement Dilapidation Report is to be undertaken on all adjoining properties, which in the opinion of a suitably qualified engineer, could be potentially affected by the construction of the project. The Dilapidation Report shall be carried out prior to the issue of a Construction Certificate.

The Dilapidation Report is to be prepared by a suitably Qualified Engineer with current Corporate Membership with the Institution of Engineers, Australia or Geotechnical Practitioner. The report shall include a photographic survey of adjoining properties detailing the physical condition of those properties, both internally and externally, including walls, ceilings, roof, structural members and other such items.

If access for undertaking the dilapidation survey is denied by an adjoining owner, the applicant must demonstrate, in writing, to Council's satisfaction attempts have been made to obtain access and/or advise the affected property owner of the reason for the survey and these attempts have been unsuccessful. Written concurrence must be obtained from Council in such circumstances.

The Report shall cover structural and geotechnical factors likely to arise from the

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development. A copy of this Report shall be submitted to Council as a record. The person having the benefit of the development consent must, at their own cost, rectify any damage caused to other properties during the construction of the project.

(Reason: To ensure no damage to adjoining properties occurs.)

**31. EXCAVATION - AFFECTING ADJOINING LAND (CC)**

If an excavation associated with the approved development extends below the level of the base of the footings of a building on an adjoining allotment of land, the person having the benefit of the development consent must, at the person's own expense, comply with the requirements of clause 98E of the Environmental Planning and Assessment Regulation 2000, including:

- i) Protect and support the adjoining premises from possible damage from the excavation, and
- ii) Where necessary, underpin the adjoining premises to prevent any such damage.

The condition referred to in subclause (i) does not apply if the person having the benefit of the development consent owns the adjoining land or the owner of the adjoining land has given consent in writing to that condition not applying. Details shall be submitted to the Principal Certifying Authority, prior to the issue of a Construction Certificate.

(Reason: Structural safety.)

**32. FIRE SAFETY SCHEDULE (CC)**

A Fire Safety Schedule specifying the fire safety measures (both current and proposed) which should be implemented in the building premises must be submitted with the Construction Certificate application, in accordance with Part 9 of Clause 168 of the Environmental Planning and Assessment Regulation 2000.

Note: A Construction Certificate cannot be issued until a Fire Safety Schedule is received.

(Reason: Compliance with the Environmental Planning and Assessment Act 1979.)

**33. LANDSCAPING - MAINTENANCE STRATEGY (CC)**

To ensure the survival of landscaping following works, a landscape maintenance strategy for the owner/occupier to administer over a 12 month establishment period following the issue of the Occupation Certificate shall be prepared and provided to the satisfaction of the Principal Certifying Authority with the Construction Certificate application. The strategy is to address maintenance issues such as, but not limited to plant survival, irrigation, soil testing, weeding, staking, fertilizing, remedial pruning and plant replacement.

(Reason: Ensure landscape survival.)

**34. NOISE – CONSTRUCTION CC)**

All works carried out on site during construction/demolition/excavation/earthworks shall comply with the NSW Protection of the Environment Operations Act 1997, the Department of Environment and Climate Changes "Interim construction noise guideline" and AS 2436-2010 – "Guide to noise and vibration control on construction, demolition and maintenance sites" for the control of construction noise which specifies that:

- Construction period of 4 weeks and under – The L90 Level measured over a period of

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not less than 15 minutes when the construction site is operating must not exceed the background level by more than 20 dB(A) at the boundary.

- Construction period greater than 4 weeks but not exceeding 26 weeks – The L90 level measured over a period of not less than 15 minutes when the construction site is operating must not exceed the background level by more than 10 dB(A) at the boundary.
- Construction period exceeding 26 weeks – The L90 level measured over a period of not less than 15 minutes when the construction site is operating must not exceed the background level by more than 5 dB(A) at the boundary.

Should complaints of a noise nuisance be substantiated, Council may require the acoustic treatment of the premises to ensure compliance with the NSW Department of Environment and Climate Changes “Interim construction noise guideline” and AS 2436-2010 – “Guide to noise and vibration control, demolition and maintenance sites” for the control of construction noise. A further acoustic assessment and report will be required to be provided to Council assessing the premises in working order.

(Reason: Noise attenuation.)

**35. PRIVACY - MEASURES TO BE COMPLIED WITH (CC)**

Prior to the issue of a Construction Certificate, plans are to be amended to include the following privacy measures:

- i) Fixed vertical louvers to the southern side elevation of the building immediately adjoining playrooms 1-4.

(Reason: Privacy amenity.)

**36. SECTION 7.12 CONTRIBUTION PAYMENT - INDIRECT CONTRIBUTIONS PLAN) (CC)**

In accordance with the provisions of Section 7.13 of the Environmental Planning and Assessment Act 1979 and the Strathfield Indirect Development Contributions Plan 2010-2030, a contribution in the form of cash, cheque or credit card (financial transaction fee applies) shall be paid to Council for the following purposes:

|                                |                    |
|--------------------------------|--------------------|
| Local Amenity Improvement Levy | <b>\$39,827.22</b> |
|--------------------------------|--------------------|

The total amount of the contribution is valid as at the date of determination and is subject to quarterly indexation. The amount of the contribution under this condition shall be indexed in accordance with clause 4.12 of the Strathfield Indirect Development Contributions Plan 2010-2030.

Contributions must be receipted by Council and submitted to the Accredited Certifier, prior to the issue of any Construction Certificate.

A copy of this condition is to be presented to Council's Customer Service Centre when paying the contribution so that it can be recalculated.

Note: A copy of Strathfield Council's Section 7.12 Indirect Development Contributions Plan may be downloaded from Council's website.

(Reason: To enable the provision of public amenities and services required/anticipated as a consequence of increased demand resulting from the development.)

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**37. TRAFFIC - CONSTRUCTION TRAFFIC MANAGEMENT PLAN (CC)**

A Construction Traffic Management Plan (CTMP) is to be prepared by an appropriately qualified Traffic Management Consultant and submitted to and approved by Council's Engineering Section, prior to the commencement of any works including demolition.

The following matters should be addressed in the CTMP (where applicable):

- i) Description of the demolition, excavation and construction works;
- ii) Site plan/s showing the site, roads, footpaths, site access points and vehicular movements;
- iii) Size, type and estimated number of vehicular movements (including removal of excavated materials, delivery of materials and concrete to the site);
- iv) Proposed route(s) from the arterial (state) road network to the site and the proposed route from the site back to the arterial road network;
- v) Impacts of the work and vehicular movements on the road network, traffic and pedestrians and proposed methods to safely manage pedestrians and construction related vehicles in the frontage roadways;
- vi) Any Traffic Control Plans (TCP's) proposed to regulate traffic and pedestrian movements for construction activities (such as concrete pours, crane installation/removal etc.);
- vii) Proposed hours of construction related activities and vehicular movements to and from the site;
- viii) Current/proposed approvals from other Agencies and Authorities (including Roads and Maritime Services, Police and State Transit Authority);
- ix) Any activities proposed to be located or impact upon Council's road, footways or any public place;
- x) Measures to maintain public safety and convenience;
- xi) Any proposed road and/or footpath closures;
- xii) Turning areas within the site for construction and spoil removal vehicles, allowing a forward egress for all construction vehicles on the site;
- xiii) Locations of work zones (where it is not possible for loading/unloading to occur on the site) in the frontage roadways accompanied by supporting documentation that such work zones have been approved by the Local Traffic Committee and Council;
- xiv) Location of any proposed crane and concrete pump and truck standing areas on and off the site (and relevant approvals from Council for plant on road);
- xv) A dedicated unloading and loading point within the site for all construction vehicles, plant and deliveries;
- xvi) Material, plant and spoil bin storage areas within the site, where all materials are to be dropped off and collected;
- xvii) On-site parking area for employees, tradespersons and construction vehicles as far as possible;
- xviii) Proposed areas within the site to be used for the storage of excavated material, construction materials and waste and recycling containers during the construction period; and
- xix) How it is proposed to ensure that soil/excavated material is not transported onto surrounding footpaths and roadways.

(Reason: To mitigate traffic impacts on the surrounding area during the construction period.)

**38. TREE BONDS (CC)**

A tree bond of **\$20,000.00** (calculated in accordance with Council's adopted Fees and Charges) shall be paid to Council, prior to the issue of a Construction Certificate.

The deposit is required as security against any damage to existing trees to be retained on

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Council's road reserve, during works on the site. The applicant must bear the cost of all restoration works to Council's property damaged during the course of this development.

Payment may be accepted in the form of cash, bank guarantee, cheque or credit card (financial transactions fees apply). Note: Additional fees apply for the lodgement of a bank guarantee in lieu of cash bond applies in accordance with Council's adopted Fees and Charges.

A refund of the Tree Bond must be made in writing.

Tree Bonds may be forfeited if a tree is dead, made dangerous or has been terminally damaged, or will be held until tree/s have fully recovered from the construction damage or were replacement/planted trees have become fully established and are over 6 metres in height.

(Reason: To ensure the protection of trees to be retained on Council's Road Reserve.)

**39. VEHICULAR CROSSINGS - WORKS PERMIT FOR CONSTRUCTION OF (CC)**

Full-width, heavy-duty concrete vehicular crossing(s) shall be provided across the footpath at the entrance(s) and/or exit(s) to the site and designed in accordance with Council's guidelines and specifications. In this regard, a Works Permit is to be obtained (available from Council's Customer Services Centre or downloaded from Council's website), and the appropriate fees and charges paid, prior to the lodgment of a Construction Certificate.

(Reason: To ensure appropriate access to the site can be achieved.)

**40. BIN ALLOCATION (CC)**

The development will require the provision of the following waste and recycling facilities:

- Domestic Waste – 8 x 240L mobile bins.
- Domestic Recycling – 4 x 240L mobile bins.

Applicants requesting 660L bins must provide onsite collection and have a large hardstand for bin presentation.

- A minimum 18.7m<sup>2</sup> storage space must be provide in the basement

(Reason: To ensure sufficient space and waste collection containers provided.)

**41. WASTE AND RECYCLING STORAGE ROOMS (CC)**

Waste (including grease arrestor rooms) and recycling storage rooms must meet all of the following conditions:

- i) The waste and recycling storage room must be of adequate dimensions to comfortably accommodate the required number of waste and recycling bins
  - 240L bin must have 1.1m<sup>2</sup> of space per bin
  - 660L bin must have 2.03m<sup>2</sup> of space per bin
- ii) The layout of the waste and recycling storage room must allow easy unobstructed access to all bins (stacked bin arrangements are not acceptable) and allow the bins to be easily removed for servicing purposes.
- iii) A smooth concrete floor graded and drained to a floor waste connected to the sewer of the Water Board.
- iv) The walls being cement rendered with the intersection of the walls and floor being

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- coved to a radius of not less than 25mm.
- v) The door being close fitting to prevent the access of rats and mice.
- vi) A cold water hose cock being provided for the cleaning of containers and the room itself.
- vii) Ventilation being provided by means of direct connection to the outside air to the satisfaction of Council.
- viii) The ceiling of all waste storage rooms must be constructed of a rigid smooth faced non-absorbent material. The ceiling must be a minimum of 2.4m high to accommodate Councils standard bins. This enables access for use, cleaning and enables the lids of bins to be fully opened.
- ix) Contain a sign, minimum size 600mm x 600mm, directing residents not to place recyclables in garbage carts and encouraging residents to recycle. Sample artwork and signs available from Council.
- x) Arrangements must be in place regarding the regular maintenance and cleaning of waste management facilities.
- xi) A caretaker or individual(s) shall be nominated as being responsible for transferring the bins to the collection point and back into the waste storage room/area.
- xii) Detailed plans of waste and recycling storage rooms must be submitted along with Waste Management Plan and Waste and Recycling Storage Room/Area Design Checklist.

(Reason: To keep garbage rooms in a clean and sanitary condition to protect public health.)

**42. ONSITE WASTE COLLECTION**

Onsite waste and recycling collection is to be provided, all onsite collection areas must meet the following conditions:

- i) Minimum vehicle access and standing area dimensions:
  - Width 3.6m
  - Height 3.6m
  - Length 12.5m
  - Path of travel of waste collection vehicle must be identified on plans; ensure turning circle, height and width requirements are met throughout entire path of travel.
- ii) Maximum grade of ramps and driveway 1:5 (20%) suitable for collection vehicle access.
- iii) Waste collection area must have room for all waste receptacles and the waste collection vehicle.

Underground collection

- A waste collection point is to be provided within the first level of the basement.
- Vehicles must enter and exit the site in a forward direction.
- Collection area can be a loading dock or specialised waste collection area

(Reason: To ensure an efficient and effective collection system.)

**43. WATER SUSTAINABILITY - WATER SENSITIVE URBAN DESIGN (CC)**

Details of the Water Sensitive Urban Design (WSUD) components (stormwater treatment measures) shall be submitted to and approved by the Principal Certifying Authority prior to the issue of a Construction Certificate. Details shall demonstrate compliance with the water conservation and stormwater quality targets set out under Sections 3.1 and 3.2 respectively under Part N of the SCDP 2005, and be prepared by a suitably qualified professional



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engineer.

(Reason: To promote Water Sensitive Urban Design.)

**44. WATER SUSTAINABILITY – GENERALLY (CC)**

Water collected in the rainwater tank must comprise roof water only and not surface water. Water from the rainwater tank must only be used for following purposes and not for human consumption:

- i) Toilet flushing;
- ii) Clothes washing;
- iii) Garden irrigation;
- iv) Car washing and similar outdoor uses;
- v) Filling swimming pools, spa pools and ornamental ponds; and
- vi) Fire fighting.

(Reason: To promote sustainable water management practice.)

**45. WATER HEATING SYSTEMS - LOCATION OF (CC)**

Water heating systems shall be located so as not to be visible from public places and the ground level of adjoining properties. Details (type and location) of the water heaters shall be submitted to and approved by the Principal Certifying Authority, prior to the issue of a Construction Certificate.

(Reason: To maintain streetscape character.)

**46. WORKS ZONE - APPROVAL BY COUNCIL'S TRAFFIC COMMITTEE (CC)**

An application for a 'Works Zone' must be submitted to and approved by the Strathfield Council Traffic Committee prior to the commencement of any site work (including demolition).

The suitability of the proposed length and duration of the Works Zone is to be demonstrated in the application for the Works Zone. The application for the Works Zone must be submitted to Council at least six (6) weeks prior to the commencement of work on the site to allow for assessment and tabling of agenda for the Strathfield Council Traffic Committee.

The requirement for a Works Zone may be varied or waived only if it can be demonstrated in the Construction Traffic Management Plan (to the satisfaction of Council) that all construction related activities (including all loading and unloading operations) can and will be undertaken wholly within the site. The written approval of Council must be obtained to provide a Works Zone or to waive the requirement to provide a Works Zone prior to the commencement of any site work.

(Reason: Council requirement.)

**CONDITIONS TO BE SATISFIED PRIOR TO THE COMMENCEMENT OF WORKS (PCW)**

**47. APPOINTMENT OF A PRINCIPAL CERTIFYING AUTHORITY (PCA) (CW)**

No work shall commence in connection with this Development Consent until:

- i) A construction certificate for the building work has been issued by the consent authority or a Principal Certifying Authority.

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- ii) The person having the benefit of the development consent has appointed a principal certifying authority for the building work, and notified the principal certifying authority that the person will carry out the building work as an owner/builder, if that is the case.
- iii) The principal certifying authority has, no later than 2 days before the building work commences:
  - notified the Council of his or her appointment, and
  - 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.
- iv) The person having the benefit of the development consent, if not carrying out the work as an owner-builder, has:
  - appointed a principal contractor for the building work who must be the holder of a contractor licence if any residential building work is involved;
  - notified the principal certifying authority of such appointment; and
  - unless that person is the principal contractor, notified the principal contractor of any critical stage inspections and other inspections that are to be carried out in respect of the building work.
- v) The person having the person having the benefit of the development consent has given at least 2 days' notice to the Council of the person's intention to commence the erection of the building.

Note: If the principal certifying authority is the Council, the nomination will be subject to the payment of a fee for the service to cover the cost of undertaking all necessary inspections and the issue of the appropriate certificates.

Under the Environment Planning and Assessment (Quality of Construction) Act, 2003, a sign must be erected in a prominent position on the work site showing the name, address and telephone number of the principal certifying authority; the name of the principal contractor (if any) for the building work and a telephone number at which that person may be contacted outside working hours. That sign must also state that unauthorised entry is prohibited. The sign must not be removed until all work has been completed.

(Reason: Statutory requirement.)

**48. NOTICE OF COMMENCEMENT (CW)**

No work shall commence until the following details are submitted to Council:

- i) A Notice of Commencement (form will be attached with issue of a Construction Certificate or available from our website) within two (2) days of the date on which it is proposed to commence works associated with the Development Consent;
- ii) Details of the appointment of a Principal Certifying Authority (either Council or another Principal Certifying Authority); and
- iii) Details of the name, address and licence details of the Builder.

(Reason: Statutory requirement.)

**CONDITIONS TO BE SATISFIED DURING DEMOLITION AND BUILDING WORKS (DBW)**

**49. CONTAMINATED LAND UNEXPECTED FINDS (DW)**

In the instance works cause the generation of odours or uncovering of unexpected contaminants works are to immediately cease, Council is to be notified and a suitably qualified environmental scientist appointed to further assess the site.

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The contaminated land situation is to be evaluated by the supervising environmental consultant and an appropriate response determined in consultation with the applicant, which is agreed to by Strathfield Council's Environmental Services Manager.

Note: Council may also request that a NSW EPA accredited site auditor is involved to assist with the assessment of the contaminated land situation and review any new contamination information. The applicant must also adhere to any additional conditions which may be imposed by the accredited site auditor.

(Reason: To ensure compliance with statutory requirements.)

**50. FILL MATERIAL (DW)**

The only waste derived material which may be received at the development site is:

- i) Virgin excavated material (within the meaning of the Protection of the Environment Operations Act 1997), and
- ii) any other waste-derived material the subject of a resource recovery exemption under cl.51A of the Protection of the Environment Operations (Waste) Regulation 2005 that is permitted to be used as fill material.

Any (b)-type material received at the development site must be accompanied by documentation certifying by an appropriately qualified environmental consultant the materials compliance with the exemption conditions; and this documentation must be provided to the Principal Certifying Authority on request.

(Reason: To ensure imported fill is of an acceptable standard for environmental protection purposes.)

**51. FOOD PREMISES - CONSTRUCTION AND FIT-OUT OF (DW)**

The construction and fit-out of the food premises must comply with the following:

- iii) The Food Act 2003;
- iv) Food Regulation 2015;
- v) Australia and New Zealand Food Standards Code;
- vi) Australian Standard AS 4674 – 2004 (Design, construction and fit-out of a food premises); and
- vii) The Building Code of Australia.

Details demonstrating compliance shall be submitted to the Principal Certifying Authority for approval, prior to any occupation of the premises.

(Reason: Compliance with food premises legislation and standards.)

**52. OBSTRUCTION OF PUBLIC WAY NOT PERMITTED DURING WORKS (DW)**

The public way must not be obstructed by any materials, vehicles, refuse, skips or the like, under any circumstances, without the prior approval of Council.

(Reason: To maintain public access and safety.)

**53. PUBLIC INFRASTRUCTURE AND SERVICES (DW)**

The applicant must comply with the requirements (including financial costs) of any relevant utility provider (e.g. Energy Australia, Sydney Water, Telstra, RMS, Council etc.) in relation

**DA2019/220: 32 & 34 Bates Street, Homebush  
Lots 3 & 4 DP105250 (Cont'd)**

to any connections, works, repairs, relocation, replacements and/or adjustments to public infrastructure or services affected by the development.

(Reason: To maintain public infrastructure and/or services.)

**54. SURVEY REPORT OF APPROVED LEVELS DURING AND POST CONSTRUCTION (DW)**

A Survey Certificate to Australian Height Datum shall be prepared by a Registered Surveyor as follows:

- i) At the completion of the first structural floor level prior to the pouring of concrete indicating the level of that floor and the relationship of the building to the boundaries.
- ii) At the completed height of the building, prior to the placement of concrete inform work, or the laying of roofing materials.
- iii) At the completion of the development.

Progress certificates in response to points (1) through to (3) shall be provided to the Principal Certifying Authority at the time of carrying out relevant progress inspections. Under no circumstances is work allowed to proceed until such survey information is submitted to and approved by the Principal Certifying Authority.

(Reason: To ensure compliance with the approved plans.)

**CONDITIONS TO BE SATISFIED PRIOR TO THE ISSUE OF AN OCCUPATION CERTIFICATE (POC)**

**55. CAR PARKING - SURPLUS VEHICULAR CROSSINGS (OC)**

All surplus vehicular crossings and/or kerb laybacks must be removed and reinstated with concrete kerb and gutter or to the existing edging profile as specified by Council. The nature strip is to be restored and the footpath area reinstated. All of the above are to be restored to the satisfaction of Council's Engineer and at full cost to the applicant, prior to the issue of any Occupation Certificate.

(Reason: Maintenance of public infrastructure.)

**56. ENGINEERING WORKS (CERTIFICATION OF)**

Prior to occupation of the premises, a Work As Executed (WAE) Plan of all engineering and/or drainage works is to be submitted to the Principal Certifying Authority. The WAE Plan is to be certified by an Accredited Civil/Hydraulic Engineer demonstrating that:

- i) The stormwater drainage system; and/or
- ii) The car parking arrangement and area; and/or
- iii) Any related footpath crossing works; and/or
- iv) The proposed basement pump and well system; and/or
- v) The proposed driveway and layback; and/or
- vi) Any other civil works

have been constructed in accordance with the approved plans and any relevant Standards and Council policies/specifications.

For major works, such as subdivisions, works within the road reserve (requiring separate S138 approval) and as where specified by Council, a Part 4A Certificate will be required. It is strongly recommended that an Engineer supervise all engineering related works.

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Where Council is not the Principal Certifying Authority, an electronic copy of the above documents is to be provided to Council, prior to the issue of any Occupation Certificate.

(Reason: Asset management.)

**57. FIRE SAFETY CERTIFICATION (OC)**

A fire safety certificate shall be obtained in accordance with Part 9, Division 4 of the Environmental Planning and Assessment Regulation 2000, prior to the issue of any Occupation Certificate.

A fire safety certificate is a certificate issued by the owner of a building to the effect that each essential fire safety measure specified in the current fire safety schedule for the part of the building to which the certificate relates:

- i) Has been assessed by a properly qualified person; and
- ii) Was found, when it was assessed, to be capable of performing to at least the standard required by the current fire safety schedule for the building for which the certificate is issued.

An interim fire safety certificate must be provided before an interim occupation certificate can be used for a building under Clause 153(2) of the Environmental Planning & Assessment Regulation 2000.

A final fire safety certificate must be provided before an interim occupation certificate can be used for a building under Clause 153(1) of the Environmental Planning & Assessment Regulation 2000.

A copy of the fire safety certificate and fire safety schedule shall be:

- i) Submitted to Strathfield Council;
- ii) Submitted to the Commissioner of the New South Wales Fire Brigade; and
- iii) Prominently displayed in the building.

(Reason: Fire safety and statutory requirement.)

**58. FOOD PREMISES - REGISTRATION REQUIREMENTS (OC)**

Prior to the issue of any Occupation certificate, a Registration of Food Premises Form must be completed and submitted to Council, and the appropriate fees paid. The form is available online [www.strathfield.nsw.gov.au](http://www.strathfield.nsw.gov.au). In the instance details on the original registration form change, Council is to be notified of the change within seven (7) days of the change occurring.

(Reason: Registration and notification to relevant authorities.)

**59. LANDSCAPING - ARBORIST'S FOLLOW UP REPORT OF TREE/S TO BE RETAINED (OC)**

As part of the on-going assessment of the tree/s to be retained, the consulting arborist engaged by the applicant is to assess their health and any impacts suffered by them as a result of the proposed approved development, prior to the issue of an Occupation Certificate. Findings are to be compiled in a detailed report and submitted to the Principle Certifying Authority, which documents the following:

- i) Methods of excavation or construction used to carry out the works;

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Lots 3 & 4 DP105250 (Cont'd)**

- ii) Any damage sustained by the tree/s as a result of the works;
- iii) Any subsequent remedial works required to be carried out by the consulting arborist as a result of the damage; and
- iv) Any future or on-going remedial work required to be carried out to ensure the long term retention of the tree/s.

(Reason: To ensure the survival of trees to be retained.)

**60. OCCUPATION OF BUILDING (OC)**

A person must not commence occupation or use (or change of use where an existing building) of the whole or any part of a new building (within the meaning of section 109H (4) of the Act) unless an Interim Occupation Certificate or Final Occupation Certificate has been issued in relation to the building or part.

The Principal Certifying Authority is required to be satisfied, amongst other things, that:

- i) All required inspections (including each applicable mandatory critical stage inspection) have been carried out; and
- ii) Any preconditions to the issue of the certificate required by a development consent have been met.

Note: New building includes an altered portion of, or an extension to, an existing building.

(Reason: Statutory requirement.)

**61. STORMWATER - CERTIFICATION OF THE CONSTRUCTED DRAINAGE SYSTEM (OC)**

The constructed stormwater system shall be certified by a suitably qualified person, in accordance with Council's Stormwater Management Code, prior to the issue of any Occupation Certificate.

(Reason: Adequate stormwater management.)

**62. STORMWATER - COVENANT AND RESTRICTION AS TO USER FOR STORMWATER CONTROLLED SYSTEMS (OC)**

Prior to the issue of any Occupation Certificate, the applicant shall register a Positive Covenant and a Restriction as to User under section 88E and or section 88B of the Conveyancing Act as appropriate in favour of Council, ensuring the ongoing retention, maintenance and operation of the stormwater facility (on-site detention, pump-out, charged lines, etc).

Where any drainage line or service conduit is to traverse any property other than that which it serves, an appropriate easement will be required. In this case, the applicant shall register an easement no less than 1200mm wide over the proposed drainage line or service concurrently with any subdivision registration.

The wording on the 88E and/or the 88B Instrument is to make reference to the Council file where the Construction plans and the Work As Executed (as built), plans are held. Typical wording can be obtained from Council's Specification for the Management of Stormwater document.

(Reason: To ensure the on-site detention and/or pump system is maintained to an appropriate operational standard.)

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Lots 3 & 4 DP105250 (Cont'd)**

**63. SUBDIVISION - EVIDENCE OF CONSOLIDATION (OC)**

The existing allotments shall be consolidated into a single lot. Evidence that the plan of consolidation has been registered as a deposited plan with the Land and Property Information Office must be submitted to Council, prior to occupation of the site.

(Reason: Proper management of land.)

**64. VENTILATION SYSTEMS – MECHANICAL (OC)**

The mechanical ventilation system is to comply with the following:

- i) The Building Code of Australia;
- ii) Protection of the Environment Operations Act 1997; and
- iii) Australian Standard AS1668-1991.

In addition, odour control measures, such as activated carbon or catalytic oxidisers, must be used to treat ventilation gases prior to discharge. The method of odour control must be designed by a suitably qualified mechanical ventilation engineer.

At the completion of the installation of the mechanical exhaust ventilation system, a certificate from a practising mechanical engineer shall be submitted to the Principal Certifying Authority, prior to issue of the Occupation Certificate demonstrating compliance with the above.

(Reason: To ensure the mechanical exhaust ventilation system complies with the relevant requirements/standards.)

**65. SYDNEY WATER - SECTION 73 CERTIFICATE (SC)**

A Section 73 Compliance Certificate under the Sydney Water Act 1994 must be obtained before the issue of a Construction Certificate. An application must be made through an authorised Water Servicing Coordinator (refer [www.sydneywater.com.au](http://www.sydneywater.com.au)).

Following receipt of the application a 'Notice of Requirements' will be issued detailing water and sewer extensions to be built and charges to be paid. Please make early contact with the Water Servicing Coordinator, as building of water/sewer extensions can be time consuming and may impact on other services and building, driveway or landscape design.

Sydney Water written advice that you have obtained the Notice of Requirements must be submitted to the Principal Certifying Authority.

The Section 73 Compliance Certificate must be submitted to the Principal Certifying Authority prior to release of the Subdivision Certificate/any occupation of the premises.

(Reason: To comply with the statutory requirements of Sydney Water.)

**CONDITIONS TO BE SATISFIED DURING ONGOING USE OF THE PREMISES (OU)**

**66. FIRE SAFETY ANNUAL STATEMENT (OU)**

Pursuant to Part 9, Division 5 of the Environmental Planning and Assessment Regulation (as amended) the owner of the building shall provide to Council an Annual Fire Safety Statement from an appropriately qualified person certifying the essential fire safety measures in the building. The Annual Fire Safety Statement shall be submitted within 12 months of the issue of the fire safety certificate, and then on an annual basis.

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Lots 3 & 4 DP105250 (Cont'd)**

A copy of the Fire Safety Statement obtained and Fire Safety Schedule shall also be:

- i) Forwarded to the Commissioner of the New South Wales Fire Brigade; and
- ii) Prominently displayed in the building.

(Reason: Fire safety.)

**67. FOOD PREMISES - ONGOING USE OF (OU)**

The ongoing operation and fit out of the premises must be maintained in accordance with the following requirements:

- i) Food Act 2003;
- ii) Food Regulations 2004;
- iii) Australian Standard AS4674-2004: Construction and fit out of food premises;
- iv) Australia and New Zealand Food Standards Code 3.2.3: Food Premises and Equipment; and
- v) Australia and New Zealand Food Standards Code 3.2.2: Food Safety Practices and General Requirements.

(Reason: To ensure compliance with legislation and to protect public health and safety.)

**68. NOISE - NO AMPLIFIED MUSIC (OU)**

Music and other amplified sound played on the premises shall not give rise to offensive noise as defined under the provisions of the Protection of the Environment Operations Act 1997. The sound level output shall not exceed 53dB(A)<sub>L<sub>eq</sub></sub> with the exception of the two (2) children's performances which shall not exceed 85dB(A)<sub>L<sub>10</sub></sub>.

Speakers must not be installed and music must not be played in any of the outdoor areas associated with the premises including the public domain. Speakers located within the premises must not be placed so as to direct the playing of music towards the outdoor areas associated with the premises.

(Reason: Environmental amenity.)

**69. NOISE - SIGNAGE TO PATRONS EXITING THE PREMISES (OU)**

A clearly visible sign shall be permanently erected immediately adjacent to the entry/exit doors indicating that patrons are to leave in an orderly fashion and shall leave the vicinity of the premises in a manner that does not disturb the quiet and good order of the neighbourhood.

(Reason: Public interest.)

**70. OFFICE USE - PERMITTED ONLY AS ANCILLARY USE (OU)**

No part of the premises may be used as offices or for any other commercial activity, except where such facility is ancillary and sub-ordinate to the principal use of the premises. The proportion of floor space of the building used for offices and the like, must not be increased above that shown on the approved plan(s).

(Reason: To ensure development undertaken on the site is consistent with the approval.)



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Lots 3 & 4 DP105250 (Cont'd)**

**71. POLLUTION - COMPLIANCE WITH PEOA 1997 GENERALLY (OU)**

The activities carried out on site shall not constitute a nuisance in relation to noise, air or water pollution as specified under the Protection of the Environment Operations Act 1997.

(Reason: Environmental protection.)

**72. SEATING CAPACITY - MAXIMUM PERMITTED (OU)**

The premises shall accommodate a maximum number of 80 patrons at any one time. Any increase to this number will require a Section 4.55 modification application to be submitted to Council for approval.

(Reason: To ensure development in accordance with the approval and BCA requirements.)

**73. WASTE AND RECYCLING COLLECTION (COMMERCIAL AND INDUSTRIAL) (OU)**

- i) The collection of commercial and industrial waste and recycling must only occur between 6.00am and 8.00pm weekdays and 9.00am and 5.00pm on weekends and public holidays, to avoid noise disruption to the surrounding area.
- ii) Commercial and industrial garbage and recycling must be collected on site unless expressly agreed to in OC.
- iii) Where consent is given for commercial and industrial garbage and recycling to be placed kerbside for collection bins must not be placed on the kerbside more than one hour before the scheduled collection time. Bins and containers are to be removed from the kerbside within one (1) hour of collection and returned to the designated garbage storage area(s).
- iv) The garbage and recyclable storage area and bins must be adequate to contain the volume and type of garbage and recyclable matter of the food premises.
- v) All garbage and recyclable matter must be enclosed in the waste bins with lids completely closed at all times.
- vi) Recycling options must be provided for all commercially recyclable waste products including but not limited to paper, cardboard, oil, food waste, plastics, metals, chemicals etc.

(Reason: To regulate noise and garbage collection arrangements.)

**74. IMPLEMENTATION OF OPERATIONAL TRAFFIC MANAGEMENT PLAN (OU)**

A final Operational Traffic Management Plan (OTMP) is to be formulated and submitted to Council for approval prior to the issue of any Occupation Certificate. The OTMP shall be displayed in prominent locations within the premises. The Manager/Operator shall be responsible for ensuring that the terms of the Plan are adhered to at all times.

This OTMP must incorporate the following:

- i) All the measures to be implemented on the premises in terms of managing traffic and parking. These include both vehicular and pedestrian traffic, loading/unloading, pick up/drop off and private operated bus services.
- ii) Provide details on the private operated bus services including start time, finish time, routes and frequencies.
- iii) Provide details on overflow management measures during special events.
- iv) Provide details on travel demand management measures to discourage car dependency, such as website travel information, pre-booking system, carpooling, etc.

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Lots 3 & 4 DP105250 (Cont'd)**

- v) The manager/operator must not alter the traffic operations at the premises unless development consent has been specifically granted for the change to the approved OTMP.

(Reason: To minimise the traffic impact of the use on surrounding residences.)

**ATTACHMENTS**

1. [↓](#) Architectural Plans

# 32 - 34 Bates St Homebush

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## Demolition of existing dwellings. Proposed Community Facilities, administration and Play rooms

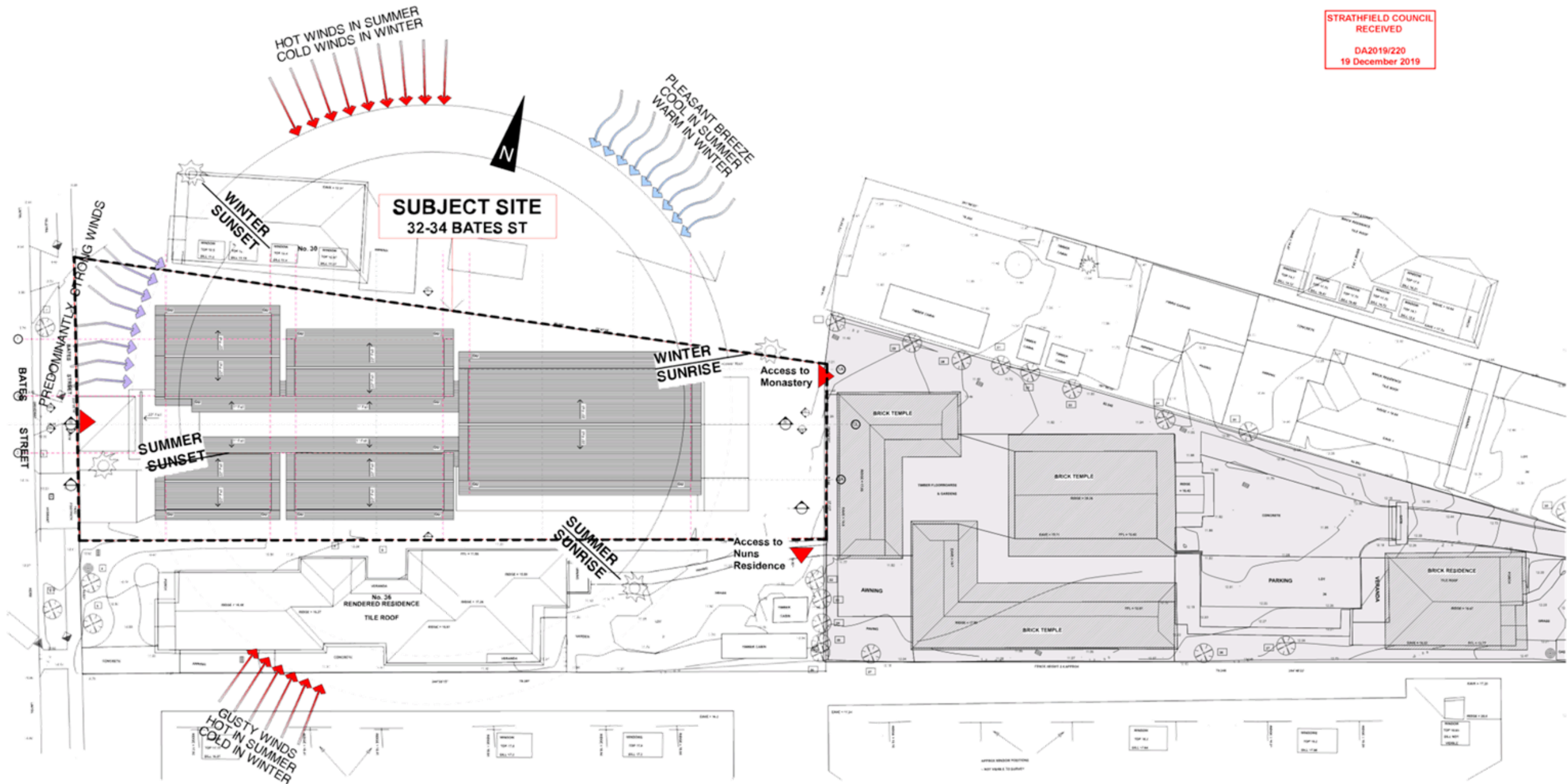
### Architectural Drawings

| Dwg Number | Name                         | Scale |
|------------|------------------------------|-------|
| A-001      | Cover Sheet                  |       |
| A-010      | Site Analysis                |       |
| A-011      | GFA Calculations             | 1:200 |
| A-050      | Demolition Plan              | 1:100 |
| A-110      | Basement                     | 1:100 |
| A-111      | Ground Floor Plan            | 1:100 |
| A-112      | First Floor                  | 1:100 |
| A-113      | Roof Plan                    | 1:100 |
| A-200      | Elevations - Sheet 1         | 1:100 |
| A-201      | Elevations - Sheet 2         | 1:100 |
| A-202      | Street Elevation             | 1:100 |
| A-300      | Sections - Sheet 1           | 1:100 |
| A-301      | Sections - Sheet 2           | 1:100 |
| A-302      | Ramp Detail                  | 1:20  |
| A-400      | External Finishes            | 1:50  |
| A-500      | Perspective - Front Entrance |       |
| A-700      | Shadow Diagrams - Sheet 1    | 1:300 |
| A-701      | Shadow Diagrams - Sheet 2    | 1:300 |
| A-702      | Shadow Diagrams - Sheet 3    | 1:300 |
| A-800      | Notification Plan            | 1:200 |

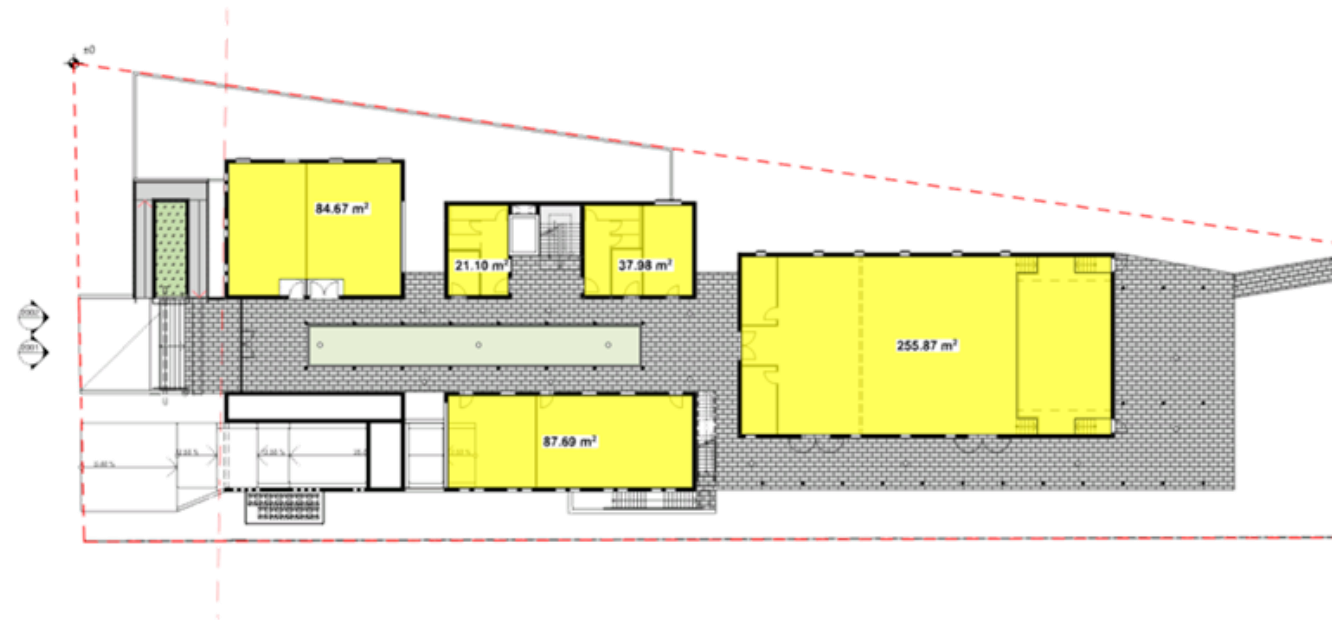


| <b>DA Application</b>  | <small>All drawings are in electronic unless stated otherwise.<br/>All architectural drawings are to be read in conjunction with the relevant computer generated documents, all drawings and details are to be checked and verified on the site and to the satisfaction of each other drawings or fabrication of any components. Note of discrepancies to the architect for submission. Drawings are not to be printed, used only for information. This drawing is rough and must not be treated as a final drawing without the approval of BKA Architecture. This document has been prepared for and on behalf of the client named on the drawing. BKA Architecture is not responsible for any errors or omissions on any drawings. <b>STOP! DO NOT PROCEED WITH CONSTRUCTION UNTIL YOU HAVE RECEIVED ALL NECESSARY APPROVALS FROM THE LOCAL COUNCIL.</b></small> | <table border="1"> <thead> <tr> <th>DATE</th> <th>REVISION</th> </tr> </thead> <tbody> <tr> <td>21.06.19</td> <td>Pre-DA submission</td> </tr> <tr> <td>18.12.19</td> <td>DA submission</td> </tr> </tbody> </table> | DATE     | REVISION | 21.06.19 | Pre-DA submission | 18.12.19 | DA submission | <b>BKA architecture</b><br>SYDNEY    NEWCASTLE    BYRON BAY<br>Suite 104    Suite 4    Unit 1<br>77 Darling Ave    12 Baker St    10 Baker St<br>Rydalmere    Newcastle    Newcastle<br>NSW 2114    NSW 1590    NSW 2419<br>T: 61 2 9479 0000    F: 61 2 9479 0000    F: 61 2 9479 0000<br>P: bka@bka.com.au    W: www.bka.com.au | PROJECT: Community Facilities<br>ADDRESS: 32-34 Bates St Homebush<br>CLIENT: Hwa Tsang Monastery<br>DRAWN: Cover Sheet | PROJECT # 19992    SCALE 1/8" = 1'-0"<br>DRAWN: T.M.K.    CHECKED: J.B.K.<br>DATE: 18/12/19    DRAWN BY:<br>NORTH:     A-001<br>REV: 5 |
|--|--|--|----------|----------|----------|-------------------|----------|---------------|---|--|--|
|  |  | DATE   | REVISION |          |          |                   |          |               |   |  |  |
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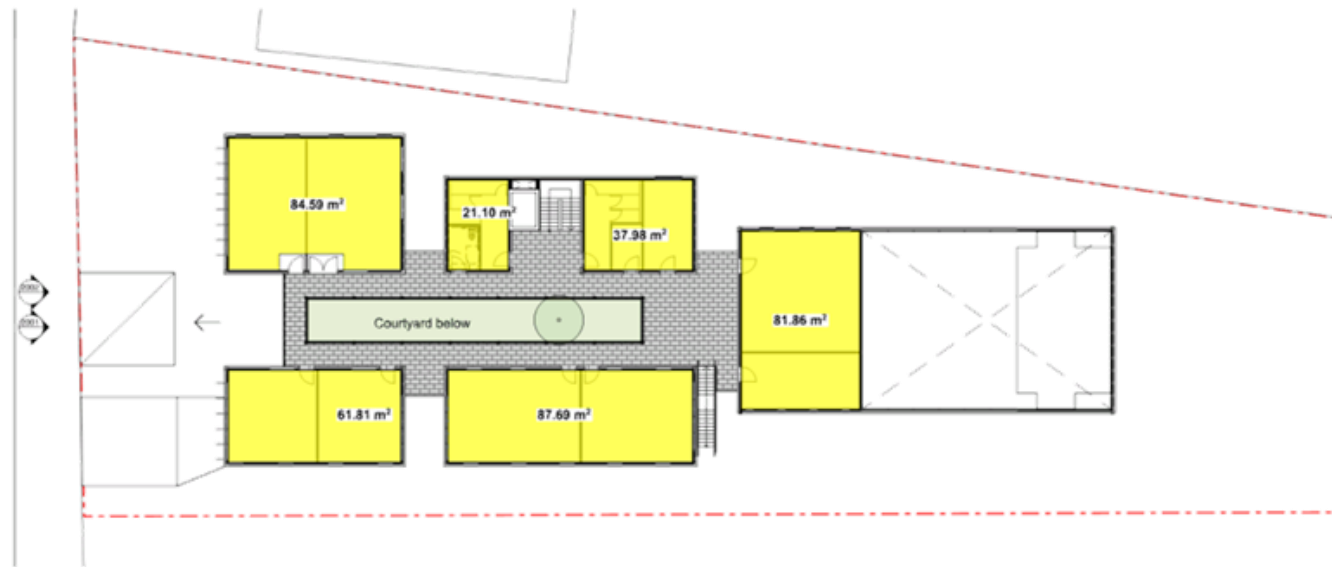
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| <p><b>DA Application</b></p> <p>All dimensions are in millimetres unless stated otherwise. All architectural drawings are to be read in conjunction with the relevant contract documents. All dimensions and trade are to be checked and verified on site and in the construction of work. This drawing is for information only and does not constitute a contract. The drawings are not to be used for any other purpose without the permission of BKA Architecture. The drawings are the property of BKA Architecture and shall remain the property of BKA Architecture. All rights reserved.</p> <p>DO NOT SCALE FROM DRAWING. USE FINISHED DIMENSIONS ONLY. CHECK ALL DIMENSIONS ON SITE BEFORE ANY MANUFACTURE OR CONSTRUCTION.</p> | <p>SCALE: DATE: REVISION:</p> <p>1:100 21.06.19 No DA submission</p> <p>1:100 18.12.19 DA submission</p>                         | <p><b>BKA architecture</b></p> <p>SYDNEY NEWCASTLE BYRONBAY</p> <p>77 Darling Ave, Sydney NSW 1585<br/>100 Queen St, Newcastle NSW 1606<br/>100 Queen St, Byron Bay NSW 2484</p> <p>T: +61 2 9550 0000 F: +61 2 4556 0000<br/>E: info@bka.com.au W: www.bka.com.au</p> | <p>PROJECT: Community Facilities</p> <p>ADDRESS: 32-34 Bates St Homebush</p> <p>CLIENT: Holy Spirit Monastery</p> <p>DRAWING: Site Analysis</p>             | <p>PROJECT # 18000 SCALE: 1:100</p> <p>DRAWN: T.N.M. CHECKED: S.D.K.</p> <p>DATE: 18/12/19 DRAWING NO:</p> <p>NORTH: </p> <p><b>A-010</b></p> <p>REV: 5</p> |
|  | <p>NO SCALE FROM DRAWING. USE FINISHED DIMENSIONS ONLY. CHECK ALL DIMENSIONS ON SITE BEFORE ANY MANUFACTURE OR CONSTRUCTION.</p> |  | <p>PROJECT # 18000 SCALE: 1:100</p> <p>DRAWN: T.N.M. CHECKED: S.D.K.</p> <p>DATE: 18/12/19 DRAWING NO:</p> <p>NORTH: </p> <p><b>A-010</b></p> <p>REV: 5</p> |   |



Ground Floor - 1:200

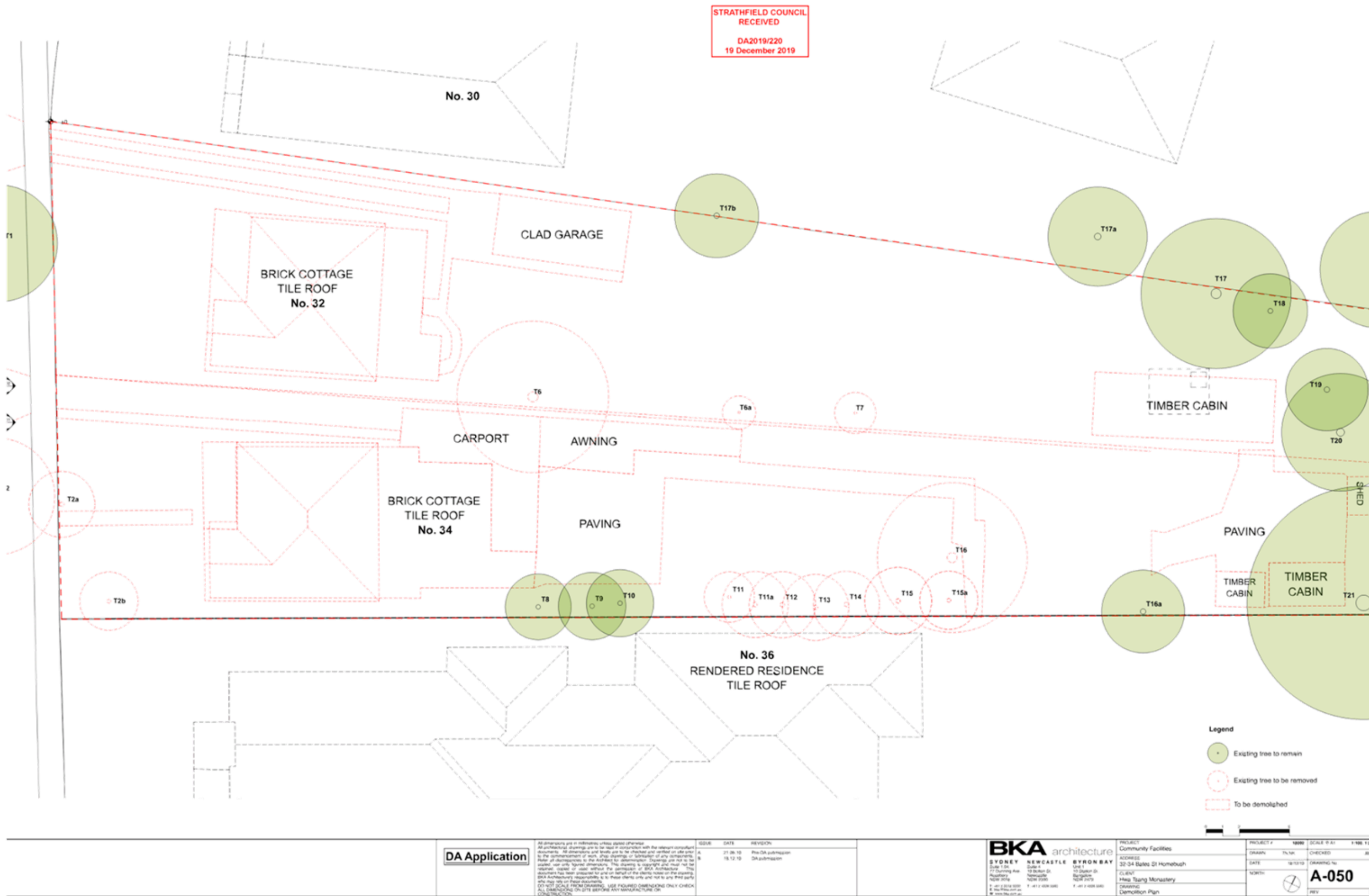


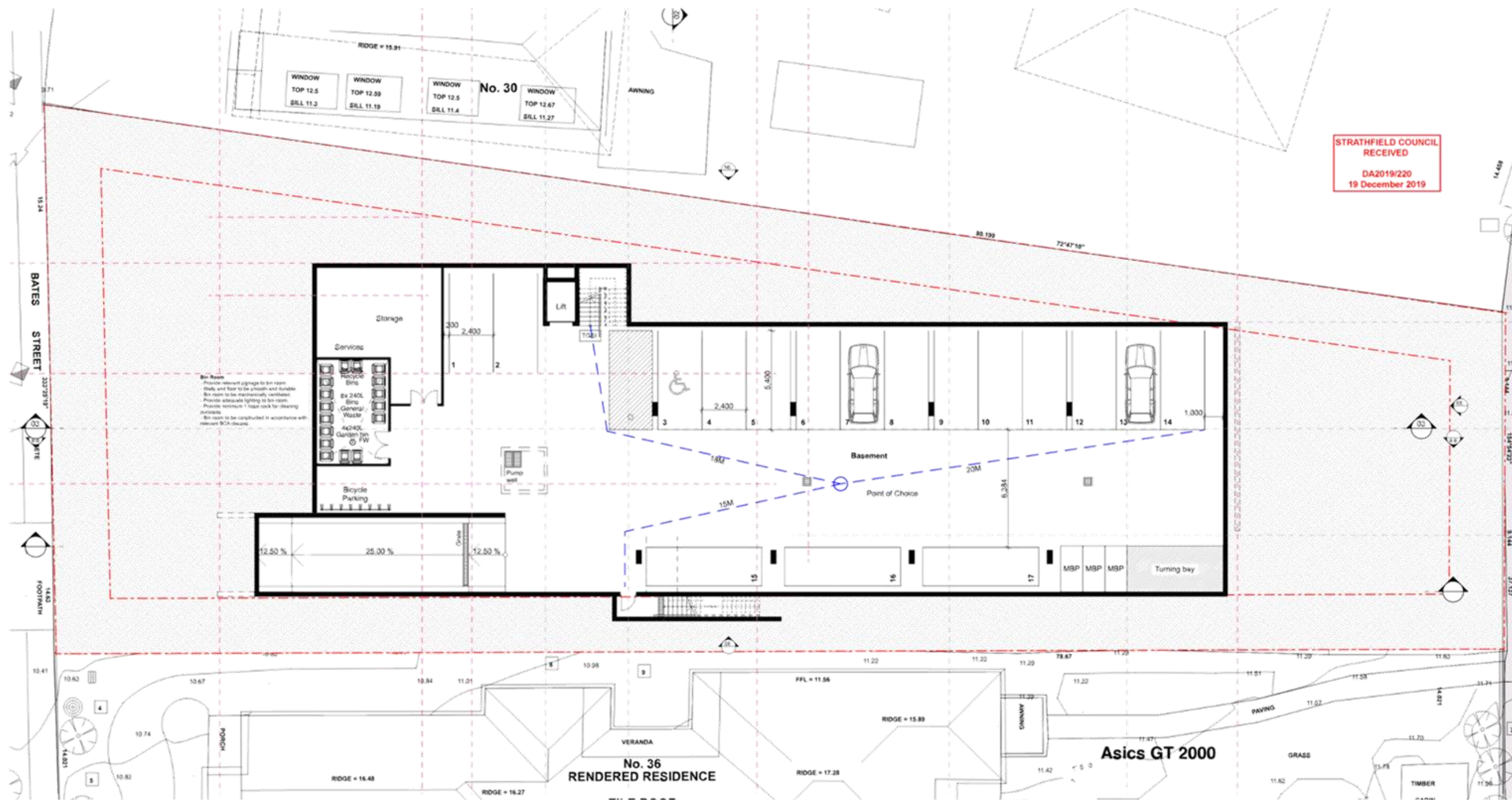
1st Floor - 1:200

| Summary Table   |                                 |
|---|---------------------------------|
| Land Zoning   | R2 Low Density Residential Zone |
| Total Site Area   | 1901.15m <sup>2</sup>           |
| Allowable FSR   | 0.5:1 (950.575m <sup>2</sup> )  |
| Max Building Height Limit   | 9.5m                            |
| PROPOSED  |                                 |
| Ground Level  | 487.31m <sup>2</sup>            |
| Level 01  | 375.03m <sup>2</sup>            |
| <b>TOTAL GFA</b>  | <b>862.34m<sup>2</sup></b>      |
| FSR (without circulation)   | 0.45:1                          |
| Proposed number of parking  | 17 Spaces                       |
| Flood Level   |                                 |
| 32 Bates Street   | Flood Level 10.3m AHD           |
| 34 Bates Street   | Flood Level 10.6m AHD           |
| Habitable floors are 500mm above the 1:100 year flood level at <b>11.1m AHD</b> |                                 |
| Access ramp to be 500mm above 1:100 year flood level                            |                                 |

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| 2  | 19.12.19  | DA submission     |      |          |   |          |                   |   |          |               |  |  |  |

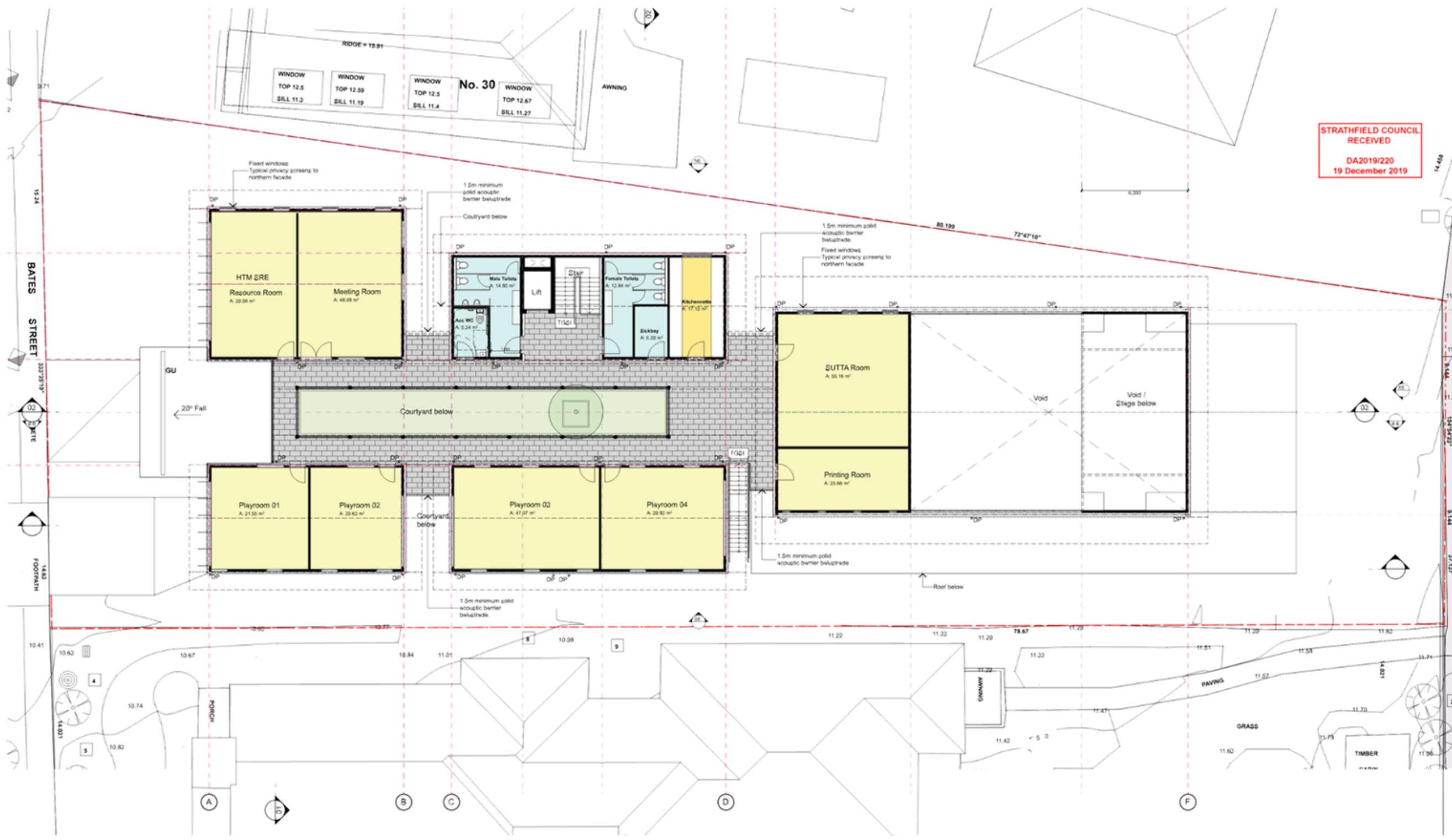




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| <p><b>DA Application</b></p> <p>All dimensions are in millimetres unless stated otherwise. All architectural drawings are to be read in conjunction with the relevant contract documents. All dimensions and levels are to be checked and verified on site prior to the commencement of work. Any drawings or information of any description that are in conflict with the contract documents shall be rejected. The contractor shall be responsible for ensuring that all dimensions and levels are correct. The contractor shall be responsible for ensuring that all dimensions and levels are correct. The contractor shall be responsible for ensuring that all dimensions and levels are correct.</p> | <p>DATE: 21.06.19<br/>REVISION: DA submission</p> | <p><b>BKA architecture</b></p> <p>SYDNEY NEWCASTLE BYRON BAY</p> <p>77 Darling Ave, Sydney NSW 2008<br/>10 Queen St, Newcastle NSW 2260<br/>101-103 St George St, Byron Bay NSW 2484</p> | <p>PROJECT: Community Facilities<br/>ADDRESS: 32-34 Bates St Homelush<br/>CLIENT: Heng Tsang Monastery<br/>DRAWING: Basement</p> | <p>PROJECT # 1889<br/>SCALE: 1:100</p>  |
|   | <p>DATE: 18.12.19<br/>REVISION: DA submission</p> |  |  | <p>DRAWN: T.M.N.<br/>CHECKED: S.P.J.<br/>DATE: 18/12/19<br/>DRAWING NO: A-110</p> |

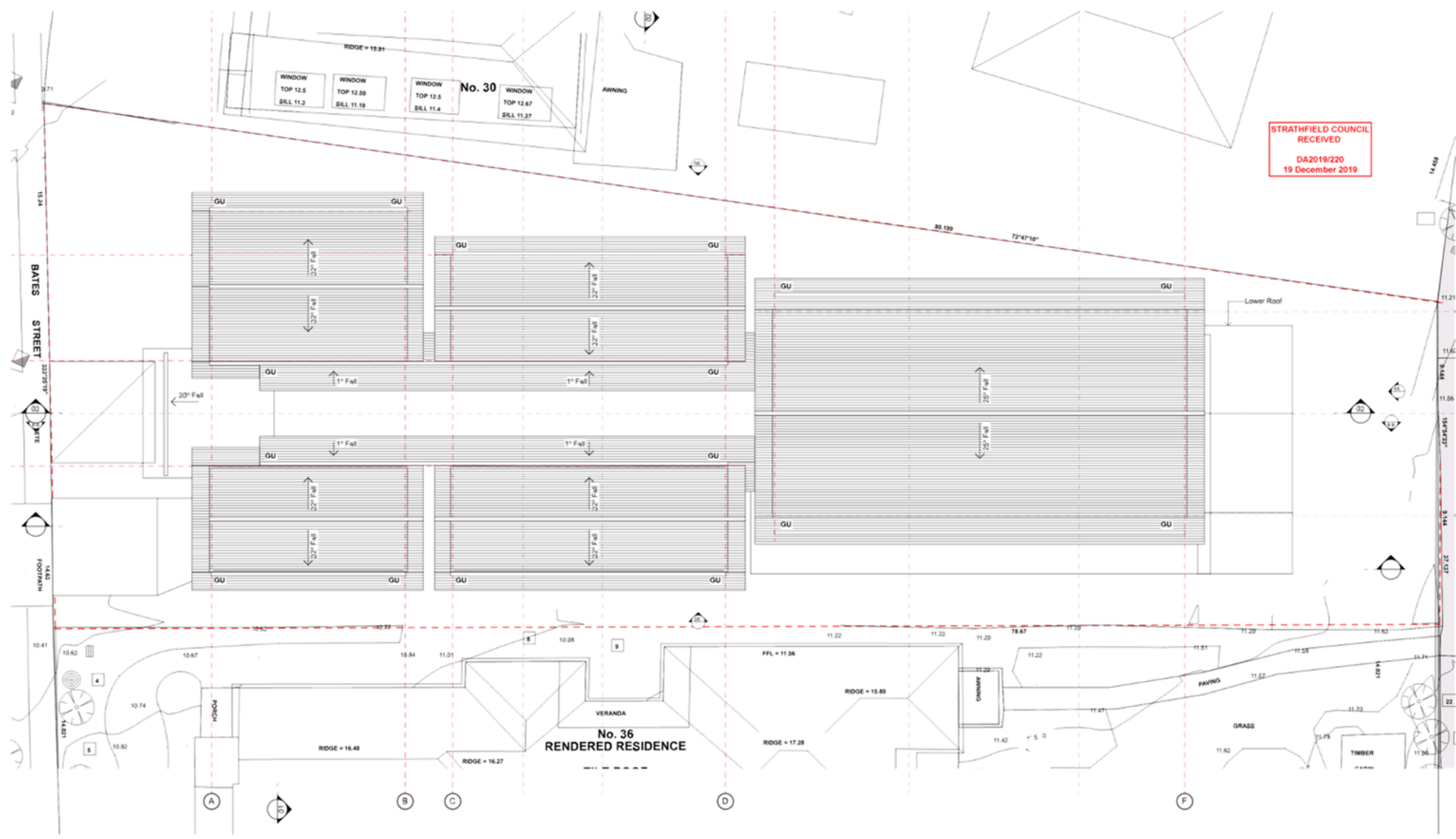






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|--|---|---|--|
| <p><b>DA Application</b></p> <p>All dimensions are in millimetres unless stated otherwise. All architectural drawings are to be read in conjunction with the relevant contract documents. All dimensions and trade are to be checked and verified on site and as the construction of work. Any change or variation of any dimension must be authorised in the Architect's drawings. Drawings are not to be used for any purpose other than that for which they were prepared and shall not be used without the permission of BKA Architecture. The Architect has been prepared for and on behalf of the client based on the information provided by the client. BKA Architecture is not responsible for any errors or omissions in the drawings. DO NOT SCALE FROM DRAWINGS. USE DIMENSIONS ONLY. CHECK ALL DIMENSIONS ON SITE BEFORE ANY MANUFACTURE OR CONSTRUCTION.</p> | <p>DATE: 21.06.19<br/>18.12.19</p> <p>REVISION:<br/>No. DA submission<br/>DA submission</p> | <p><b>BKA architecture</b></p> <p>SYDNEY 77 Darling Ave<br/>NEWCASTLE 100 Queen St<br/>BYRONBAY 10 Queen St</p> <p>PROJECT: Community Facilities<br/>ADDRESS: 32-34 Bates St Homebush<br/>CLIENT: Heng Tsang Monastery<br/>DRAWING: First Floor</p> | <p>PROJECT # 18880 SCALE: 1/41<br/>DRAWN: TN, MR<br/>DATE: 18/12/19<br/>CHECKED: SH, JK<br/>DRAWING NO: A-112<br/>REV: 5</p> |
|--|---|---|--|



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| <p><b>DA Application</b></p> <p>All dimensions are in millimetres unless stated otherwise. All architectural drawings are to be read in conjunction with the relevant contract documents. All dimensions and trade are to be checked and verified on site and in the event of any discrepancy or conflict, the contractor shall be responsible for resolving the same. All dimensions are to be taken from the finished floor level unless otherwise stated. All dimensions are to be taken from the finished floor level unless otherwise stated. All dimensions are to be taken from the finished floor level unless otherwise stated. All dimensions are to be taken from the finished floor level unless otherwise stated.</p> | <p>DATE: 21.06.19</p> <p>REVISION: No. DA submission</p> | <p><b>BKA architecture</b></p> <p>SYDNEY NEWCASTLE BYRONBAY</p> <p>71 Darling Ave, Newcastle NSW 1590<br/>10 Queen St, Byron Bay NSW 2480<br/>111-113 King St, Sydney NSW 2010</p> <p>T: +61 2 9550 0000 F: +61 2 4588 0000 E: info@bka.com.au</p> | <p>PROJECT: Community Facilities</p> <p>ADDRESS: 32-34 Bates St Homebush</p> <p>CLIENT: Heng Sang Monastery</p> <p>DRAWING: Roof Plan</p> | <p>PROJECT # 18080 SCALE: 1:100</p> <p>DRAWN: TN, NK CHECKED: SK, JK</p> <p>DATE: 18/12/19 DRAWING NO: A-113</p> <p>REV: 5</p> |
|  | <p>NO. 36 RENDERED RESIDENCE</p>                         |  | <p>PROJECT # 18080 SCALE: 1:100</p>   |  |



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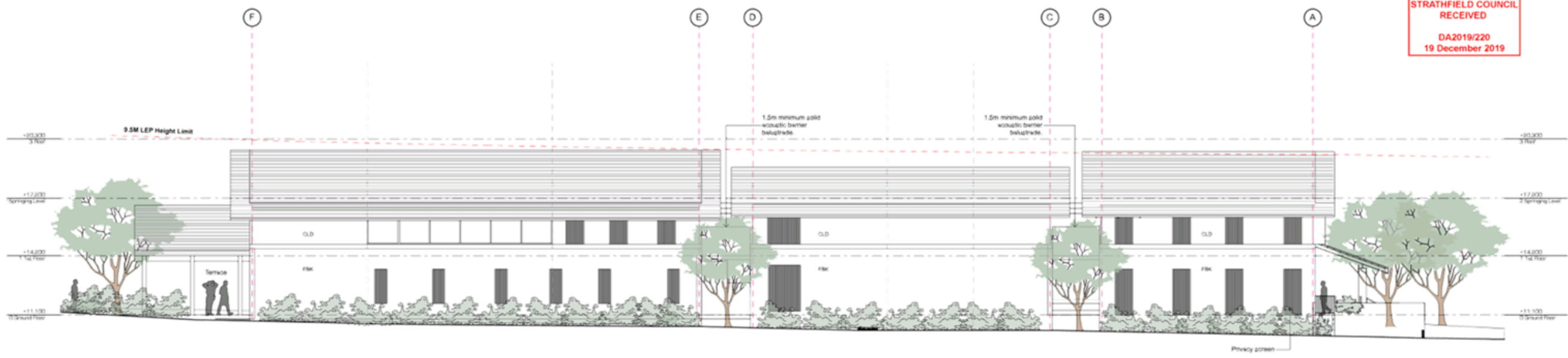
West Elevation (Front)



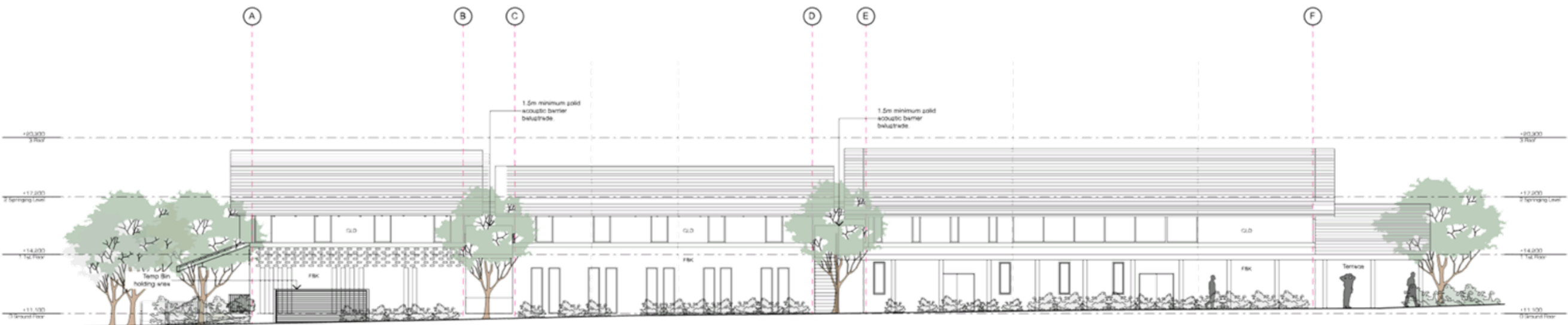
Elevation East (Back)

|                       |   |   |  |  |   |
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| <b>DA Application</b> | All dimensions are in millimetres unless stated otherwise.<br>All architectural drawings are to be read in conjunction with the relevant contract documents. All dimensions and trade are to be checked and verified on site and in the circumstances of work. Any change or variation of any dimension, trade or description in the above drawings is to be checked and verified on site and in the circumstances of work. The drawings are not to be used for any other purpose without the permission of BKA Architecture. The drawings are the property of BKA Architecture and shall remain the property of BKA Architecture. No part of these drawings shall be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of BKA Architecture. | 02/16: DATE REVISION<br>6: 21.06.19 Pre-DA submission<br>8: 18.12.19 DA submission  | <b>BKA architecture</b><br>SYDNEY NEWCASTLE BYRONBAY<br>Suite 1.04 77 Darling Ave Suite 1 20 Bates St Unit 10/100<br>NSW 1585 NSW 2288 NSW 2220<br>T +61 2 9516 9333 F +61 2 9558 0260 F +61 2 9558 0260<br>E info@bka.com.au www.bka.com.au | PROJECT: Community Facilities<br>ADDRESS: 32-34 Bates St Homebush<br>CLIENT: Heng Tsang Monastery<br>DRAWING: Elevations - Sheet 1 | PROJECT # 19090 SCALE: 1/41<br>DRAWN: TN, MK CHECKED: SP, JK<br>DATE: 18/12/19 DRAWING NO: <b>A-200</b><br>NORTH:  REV: 5 |
|                       |   | DO NOT SCALE FROM DRAWING. USE FINISHED DIMENSIONS ONLY. CHECK ALL DIMENSIONS ON SITE BEFORE ANY MANUFACTURE OR CONSTRUCTION. |  |  |   |

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North Elevation



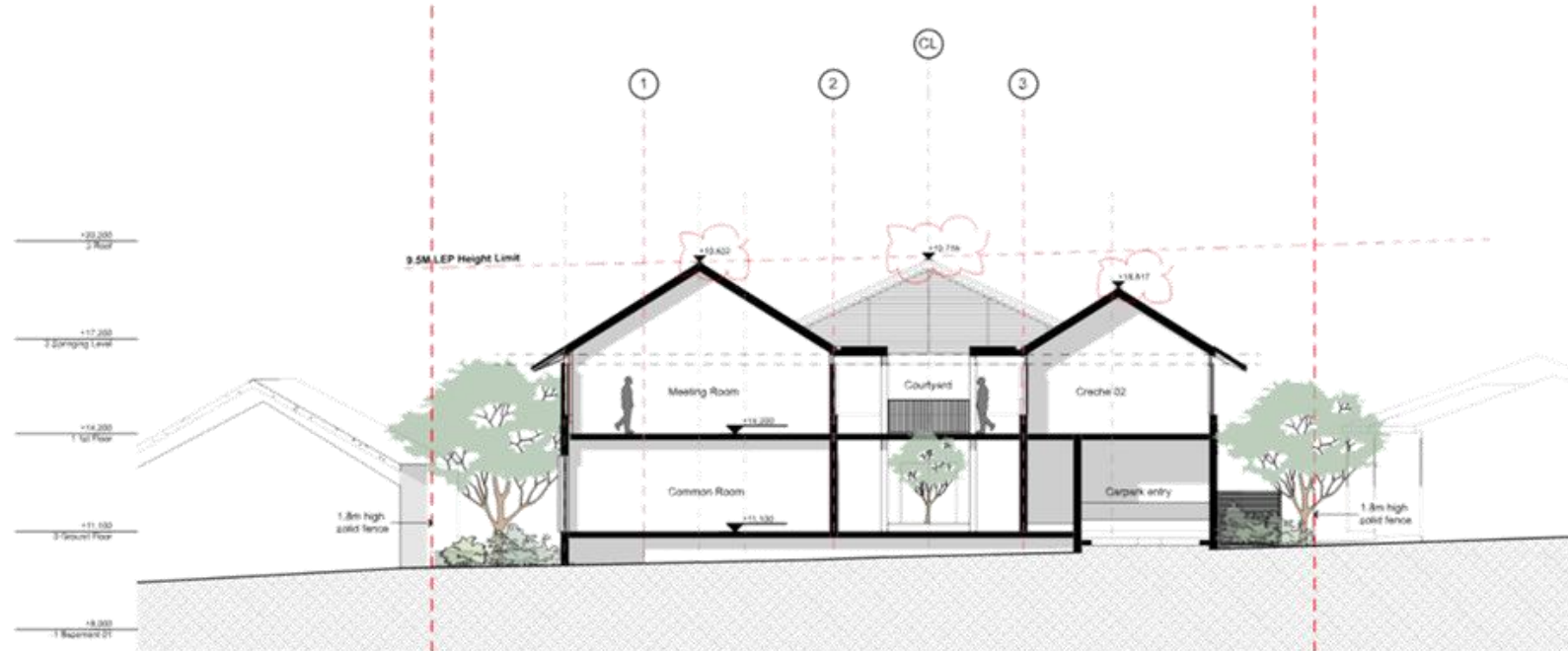
South Elevation

|  |  |   |   |   |
|--|--|---|---|---|
| <p><b>DA Application</b></p> <p>All dimensions are in millimetres unless stated otherwise. All architectural drawings are to be read in conjunction with the relevant contract documents. All dimensions and trade are to be checked and verified on site and to the satisfaction of the client. Any change or variation of any dimension, trade or materials to the architectural drawings shall be the responsibility of the client. The drawings are to be used for the purpose of construction only. The drawings are not to be used for any other purpose. The drawings are the property of BKA Architecture. This document has been prepared for and on behalf of the client and the client is responsible for the accuracy of the information provided. BKA Architecture is not responsible for the accuracy of the information provided. DO NOT SCALE FROM DRAWING. USE FINISHED DIMENSIONS ONLY. CHECK ALL DIMENSIONS ON SITE BEFORE ANY MANUFACTURE OR CONSTRUCTION.</p> | <p>DATE: 21.06.19<br/>REVISION: DA submission</p>  | <p><b>BKA architecture</b></p> <p>SYDNEY NEWCASTLE BYRONBAY</p> <p>77 Darling Ave, Sydney NSW 1585<br/>100 Queen St, Newcastle NSW 1608<br/>100 Queen St, Byron Bay NSW 2484</p> <p>T: +61 2 9550 5055 F: +61 2 459 1080 E: info@bka.com.au</p> | <p>PROJECT: Community Facilities</p> <p>ADDRESS: 32-34 Bates St Homebush</p> <p>CLIENT: Heng Tsang Monastery</p> <p>DRAWING: Elevations - Sheet 2</p> | <p>PROJECT # 18000 SCALE: 1/41</p> <p>DRAWN: TN, NK CHECKED: BK, JK</p> <p>DATE: 18/12/19 DRAWING NO: A-201</p> <p>REV: 5</p> |
|  | <p>SYDNEY NEWCASTLE BYRONBAY</p> <p>77 Darling Ave, Sydney NSW 1585<br/>100 Queen St, Newcastle NSW 1608<br/>100 Queen St, Byron Bay NSW 2484</p> <p>T: +61 2 9550 5055 F: +61 2 459 1080 E: info@bka.com.au</p> |   |   |   |

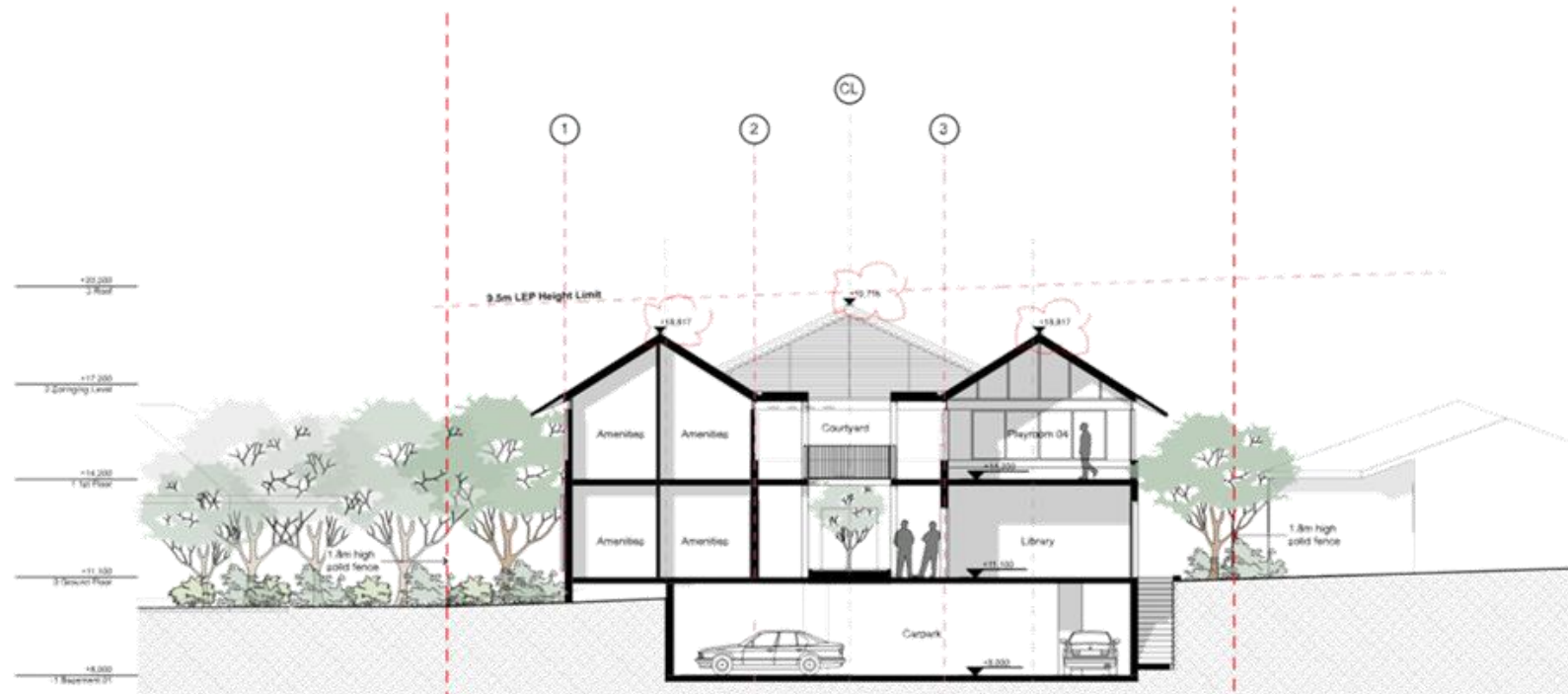


West Elevation (Street Elevation)

| <p><b>DA Application</b></p> <p>All dimensions are in millimetres unless stated otherwise. All architectural drawings are to be read in conjunction with the relevant contract documents. All dimensions and trade are to be checked and verified on site and in the construction of work. Other drawings or sketches of any dimensions that do not conform to the architectural drawings are not to be used. The client is responsible for the accuracy of the information provided. BKA Architecture is not responsible for any errors or omissions in the drawings. The drawings are the property of BKA Architecture and are not to be reproduced or used without the permission of BKA Architecture. This document has been prepared for one or more of the purposes stated on the drawings. BKA Architecture is not responsible for any errors or omissions in the drawings that may arise from these documents. DO NOT SCALE FROM DRAWING. USE FINISHED DIMENSIONS ONLY. CHECK ALL DIMENSIONS ON SITE BEFORE ANY MANUFACTURE OR CONSTRUCTION.</p> | <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>21.06.19</td> <td>Pre-DA submission</td> </tr> <tr> <td>2</td> <td>18.12.19</td> <td>DA submission</td> </tr> </tbody> </table> | NO.               | DATE | REVISION | 1 | 21.06.19 | Pre-DA submission | 2 | 18.12.19 | DA submission | <p><b>BKA architecture</b></p> <p><b>SYDNEY NEWCASTLE BYRONBAY</b></p> <p>77 Darling Ave, Sydney NSW 1585<br/>         10 Queen St, Newcastle NSW 1608<br/>         10 Queen St, Byron Bay NSW 2480</p> <p>T: +61 2 9214 0000 F: +61 2 4559 0000<br/>         E: info@bka.com.au W: www.bka.com.au</p> | <p>PROJECT: Community Facilities</p> <p>ADDRESS: 32-34 Bates St Homebush</p> <p>CITY: Homebush</p> <p>CLIENT: Heng Tsang Monastery</p> <p>DRAWING: Street Elevation</p> | <p>PROJECT # 18000 SCALE: 1/50</p> <p>DRAWN: TN, NK CHECKED: SK, JK</p> <p>DATE: 18/12/19 DRAWING NO: <b>A-202</b></p> <p>REV: 5</p> |
|--|---|-------------------|------|----------|---|----------|-------------------|---|----------|---------------|--|---|--|
| NO.  | DATE  | REVISION          |      |          |   |          |                   |   |          |               |  |   |  |
| 1  | 21.06.19  | Pre-DA submission |      |          |   |          |                   |   |          |               |  |   |  |
| 2  | 18.12.19  | DA submission     |      |          |   |          |                   |   |          |               |  |   |  |



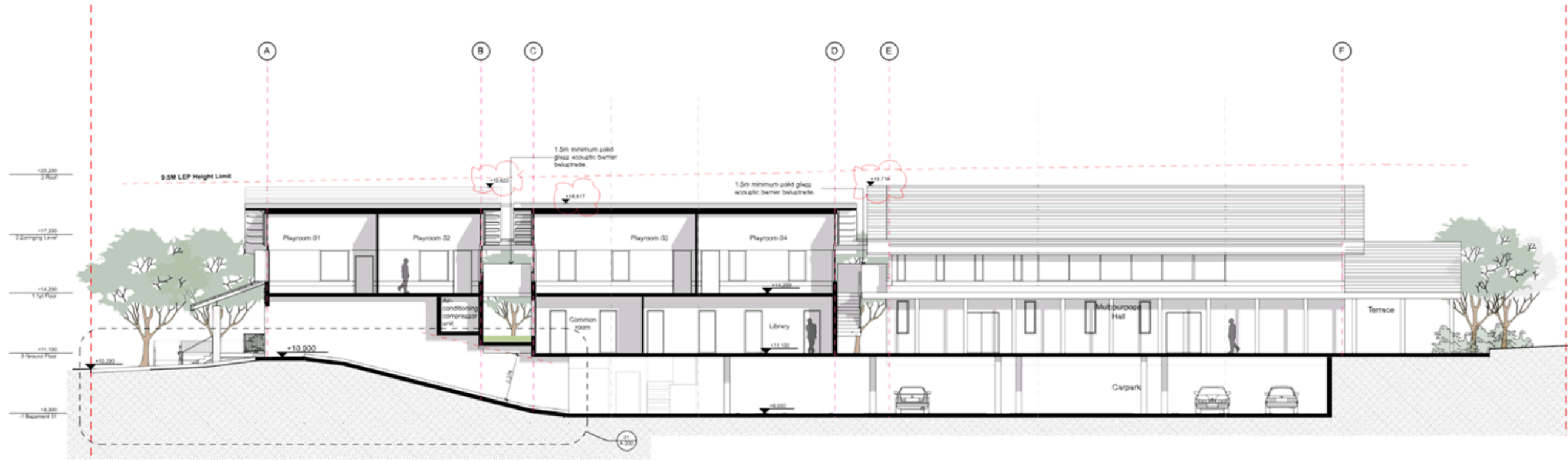
Section 1



Section 2

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|   | <p>PROJECT # 18000</p> <p>SCALE: 1/41</p> <p>DRAWN: TN, NK</p> <p>CHECKED: JP, JK</p> <p>DATE: 10/03/20</p> <p>DRAWING NO: <b>A-300</b></p> <p>REV: 5</p> |   |   |   |



Section - Ramp

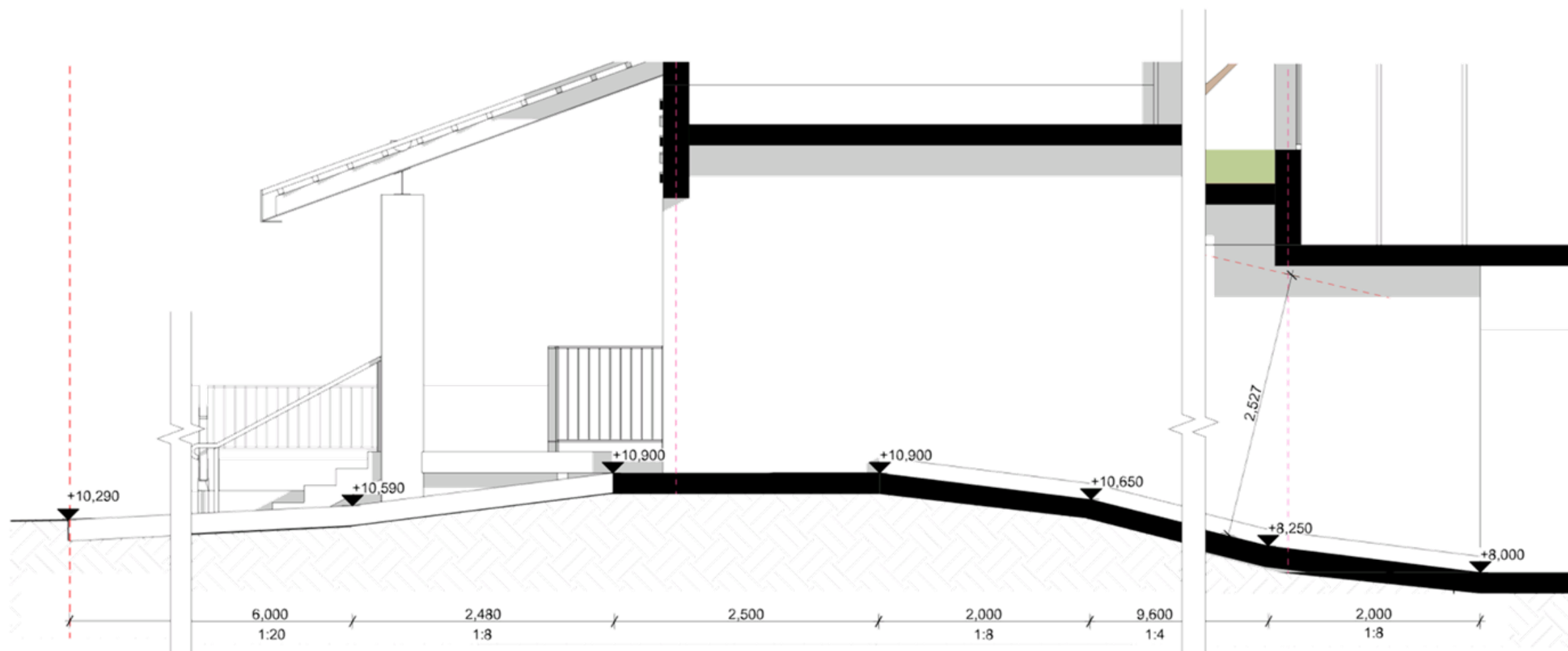


Section - Courtyard & Hall

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| <p><b>DA Application</b></p> <p>All dimensions are in millimeters unless stated otherwise.<br/>All architectural drawings are to be read in conjunction with the relevant contract documents. All dimensions and trade are to be checked and verified on site and to the satisfaction of the architect. The drawings are not to be used for any other purpose without the permission of BKA Architecture. The architect has been prepared for and on behalf of the client to provide the drawings. BKA Architecture is responsible to the client for the drawings and not for any other party who may rely on these documents.<br/>DO NOT SCALE FROM DRAWINGS. USE FIGURED DIMENSIONS ONLY. CHECK ALL DIMENSIONS ON SITE BEFORE ANY MANUFACTURE OR CONSTRUCTION.</p> | <p>ISSUE: DATE: REVISION:</p> <p>B 18.12.19 DA Submission</p> <p>C 10.02.20 Additional information for DA</p> | <p><b>BKA architecture</b></p> <p>SYDNEY NEWCASTLE BYRONBAY</p> <p>Scale 1:50 77 Darling Ave Sydney NSW 2008<br/>Scale 1:50 59 Broken St Newcastle NSW 2260<br/>Scale 1:50 10 Queen St Byron Bay NSW 2480</p> <p>Tel: +61 2 9216 0000 Fax: +61 2 9216 0000<br/>Tel: +61 2 499 3300 Fax: +61 2 499 3300<br/>Tel: +61 2 499 3300 Fax: +61 2 499 3300</p> | <p>PROJECT: Community Facilities</p> <p>ADDRESS: 32-34 Bates St Homebush</p> <p>CLIENT: Holy Spirit Monastery</p> <p>DRAWING: Sections - Sheet 2</p> | <p>PROJECT # 18000 SCALE: 1:50</p> <p>DRAWN: TN, NK CHECKED: BK, JK</p> <p>DATE: 18/02/20 DRAWING NO:</p> <p>NORTH: </p> <p><b>A-301</b></p> <p>REV: 5</p> |
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Ramp detail section 1:20

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|                       |  | PROJECT # 19090 SCALE 1:20<br>DRAWN TN, NK CHECKED SD, JK<br>DATE 18/12/19 DRAWING NO.<br>NORTH<br><b>A-302</b><br>REV 5 |   |   |  |



# Material Selection



**Landscape feature wall**  
Stone cladding - Light colour stone



**Brick detailing**



**Boral terracotta roof tiles**  
Antique Bronze



**Base of building**  
Bowral - Blue



**Level - 01 Lightweight cladding**  
FC Cladding - Dulux Stepney or similar



Material Selection Elevation 1:50

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ADDITIONAL INFORMATION  
DA2019/220  
11 March 2020

|                       |   |                                  |  |   |   |  |
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|                       |   | A-400                            |  |   |   |  |

