

**Deed**

**Darraby Sewer Planning Agreement**

Under s93F of the *Environmental Planning and Assessment Act 1979*

**Wingecarribee Shire Council**

**Darraby Pty Ltd**

**Broughton Street Moss Vale Pty Ltd**

Date: 23/12/2015

## **Darraby Sewer Planning Agreement**

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## **Darraby Sewer Planning Agreement**

### **Summary Sheet**

#### **Council:**

**Name:** Wingecarribee Shire Council

**Address:** Civic Centre, Elizabeth Street, MOSS VALE, NSW, 2577

**Telephone:** (02) 4868 0888

**Facsimile:** (02) 4869 1203

**Email:** david.matthews@wsc.nsw.gov.au

**Representative:** David Matthews

#### **Developer:**

**Name:** Darraby Pty Ltd

**Address:** 22-24 Junction Street, Forest Lodge NSW 2037

**Telephone:** (02) 8117 5104 or 0401 061 119

**Email:** timb@fdcbuilding.com.au

**Representative:** Tim Bainbridge

**Name:** Broughton Street Moss Vale Pty Ltd

**Address:** 22-24 Junction Street, Forest Lodge NSW 2037

**Telephone:** (02) 8117 5104 or 0401 061 119

**Email:** timb@fdcbuilding.com.au

**Representative:** Tim Bainbridge

#### **Land:**

See definition of *Land* in clause 1.1.

#### **Development:**

See definition of *Development* in clause 1.1.

**Development Contributions:**

See Clause 9.

**Application of s94, s94A and s94EF of the Act:**

See clause 8.

**Security:**

See Part 4.

**Registration:**

See clause 30.

**Restriction on dealings:**

See clause 31.

**Dispute Resolution:**

See Part 3.

## **Darraby Sewer Planning Agreement**

Under s93F of the *Environmental Planning and Assessment Act 1979*

### **Parties**

**Wingecarribee Shire Council** ABN 49 546 344 354 of Civic Centre Elizabeth St  
Moss Vale NSW 2577 (**Council**)

and

**Darraby Pty Ltd** ABN 37 153 183 012 of 22-24 Junction Street, Forest Lodge NSW  
2037

and

**Broughton Street Moss Vale Pty Ltd** ACN 143 539 208 of 22-24 Junction  
Street, Forest Lodge NSW

(together the '**Developer**')

### **Background**

- A Darraby Pty Ltd owns the Darraby Land and Broughton Street Moss Vale Pty Ltd owns the Broughton Street Land.
- B The Developer intends to carry out the Development.
- C Development Consent has been granted to Development Application DA14/0947 for part of the Development.
- D The Developer intends to lodge further Development Applications with Council relating to the Development.
- E Darraby and Broughton Street are prepared to make Development Contributions in connection with the carrying out of the Development in accordance with this Deed.

### **Operative provisions**

#### **Part 1 - Preliminary**

##### **1 Interpretation**

- 1.1 In this Deed the following definitions apply:

**Darraby Sewer Planning Agreement**  
**Wingecarribee Shire Council**  
**Darraby Pty Ltd**  
**Broughton Street Moss Vale Pty Ltd**

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

**Approval** includes approval, consent, licence, permission or the like.

**Authorised Person** means a person authorised by the Council to enter Private Land under clause 26.3.

**Authority** means the Commonwealth or New South Wales government, a Minister of the Crown, a government department, a public authority established by or under any Act, a council or county council constituted under the *Local Government Act 1993*, or a person or body exercising functions under any Act including a commission, panel, court, tribunal and the like.

**Bank Guarantee** means an irrevocable and unconditional undertaking without any expiry or end date in favour of the Council to pay an amount or amounts of money to the Council on demand issued by:

- (a) one of the following trading banks:
  - (i) Australia and New Zealand Banking Group Limited,
  - (ii) Commonwealth Bank of Australia,
  - (iii) Macquarie Bank Limited,
  - (iv) National Australia Bank Limited,
  - (iv) St George Bank Limited,
  - (v) Westpac Banking Corporation, or
- (b) any other financial institution approved by the Council in its absolute discretion.

**Broughton Street Land** means Lot 36 in DP1202638 being the land shown as such on the plan in Schedule 1 and includes any lot created by the subdivision of Lot 36 in DP1202638.

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

**Completion Notice** means a written notice issued by Council that the Sewer Main Work specified in the notice is completed and may be used for its intended purpose except for minor defects and omissions specified in the notice.

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

**Council** means the Council in its capacity as consent authority within the meaning the Act.

**CPI** means the *Consumer Price Index (All Groups – Sydney)* published by the Australian Bureau of Statistics.

**Darraby Land** means Lot 44 in DP1202638, being the land shown as such on the plan in Schedule 1 and includes any lot created by the subdivision of Lot 44 in DP1202638.

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

**Defect** means anything that adversely affects, or is likely to adversely affect, the appearance, structural integrity, functionality or use or enjoyment of the Sewer Main Work or any part of the Sewer Main Work.

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**Defects Liability Period** means the period of 1 year commencing on the day immediately after the Sewer Main Work is completed for the purposes of this Deed.

**Development** means residential subdivision of the Land to create approximately 256 Final Lots.

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

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

**Development Contribution** means a monetary contribution, the dedication of land free of cost, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards a public purpose, but does not include any Security or other benefit provided by a Party to the Council to secure the enforcement of that Party's obligations under this Deed for the purposes of s93F(3)(g) of the Act.

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

**Equipment** means any equipment, apparatus, vehicle or other equipment or thing to be used by or on behalf of the Developer in connection with the performance of its obligations under this Deed.

**Final Lot** means a lot created in the Development for separate residential occupation and disposition or a lot of a kind or created for a purpose that is otherwise agreed by the Parties, not being a lot created by a subdivision of the Land:

- (a) that is to be dedicated or otherwise transferred to the Council, or
- (b) on which is situated a dwelling-house that was in existence on the date of this Deed.

**GST** has the same meaning as in the GST Law.

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

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

**Land** means the Darraby Land and the Broughton Street Land.

**LG Act** means the *Local Government Act 1993*.

**Maintain**, in relation to the Sewer Main Work, means keep in a good state of repair and working order, and includes repair of any damage to the Sewer Main Work.

**Party** means a party to this Deed.

**Private Land** means any land on which the Sewer Main Work is to be carried out that is not owned by the Developer or the Council.

**Rectification Notice** means a notice in writing:

- (a) identifying the nature and extent of a Defect,
- (b) specifying the works or actions that are required to Rectify the Defect,
- (c) specifying the date by which or the period within which the Defect is to be rectified.



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**Rectify** means rectify, remedy or correct.

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

**Security** means a Bank Guarantee, or a bond or other form of security to the satisfaction of the Council indexed from the date of this Deed in accordance with the CPI ..

**Sewer Easement** means an easement in gross to drain sewage 4 metres wide along the line of the sewer main to be constructed as part of the Sewer Main Work, burdening the Private Land and benefitting Council on terms acceptable to the Council.

**Sewer Main Work** means the construction of a new sewer main connecting the northern boundary of the Land to the WWTP and sewerage pump station in accordance with the Sewer Main Work Plan.

**Sewer Main Work Plan** means:

- (a) if the Water Supply Authority has approved a plan to be inserted in Schedule 2 as at the commencement of this Deed, the plan in Schedule 2, or
- (b) if clause 12 applies, the plan taken to be inserted in Schedule 2 under clause 12.5,

as varied in accordance with clause 14.

**Sewerage DSP** means the document titled '*Development Servicing Plan for Wingecarribee Shire Council Sewerage*' dated November 2006 or any document that replaces that document.

**Stage** means a stage of the Development approved by a Development Consent or otherwise approved in writing by the Council for the purposes of this Deed.

**Subdivision Certificate** has the same meaning as in the Act.

**WM Act** means *Water Management Act 2000*.

**Water Supply Authority** means the Council in its capacity as a water supply authority exercising functions under Division 2 of Part 3 of Chapter 6 of the *Local Government Act* and Division 5 of Part 2 of Chapter 6 of the *Water Management Act 2000*.

**WWTP** means the sewerage treatment plant in the location marked as 'WWTP' on the Sewer Main Work Plan.

**WWTP Augmentation Works** means works identified in the document titled '*Wingecarribee Sewage Treatment Plants Operation Review, Investigation and Upgrade Timing Report*' to augment the capacity of the WWTP.

1.2 In the interpretation of this Deed, the following provisions apply unless the context otherwise requires:

- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Deed.
- 1.2.2 A reference in this Deed to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.

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- 1.2.3 If the day on which any act, matter or thing is to be done under this Deed is not a business day, the act, matter or thing must be done on the next business day.
- 1.2.4 A reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.
- 1.2.5 A reference in this Deed to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
- 1.2.6 A reference in this Deed to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 1.2.7 A reference in this Deed to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed.
- 1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 1.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.2.11 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- 1.2.12 References to the word 'include' or 'including' are to be construed without limitation.
- 1.2.13 A reference to this Deed includes the agreement recorded in this Deed.
- 1.2.14 A reference to a Party to this Deed includes a reference to the servants, agents and contractors of the Party, the Party's successors and assigns.
- 1.2.15 A reference to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication free of cost.
- 1.2.16 Any schedules, appendices and attachments form part of this Deed.
- 1.2.17 Notes appearing in this Deed are operative provisions of this Deed.
- 1.2.18 For the avoidance of doubt, a reference in this Deed to a Water Supply Authority is a reference to a separate body exercising separate functions under separate legislation to the Council as consent authority.

## **2 Status of this Deed**

- 2.1 This Deed is a planning agreement within the meaning of s93F(1) of the Act.

### **3 Commencement**

- 3.1 This Deed takes effect on the date when all Parties have executed this Deed.
- 3.2 The Party who executes this Deed last is to insert on the front page the date they did so and provide a copy of the fully executed and dated Deed to any other person who is a Party.

### **4 Application of this Deed**

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

### **5 Warranties**

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

### **6 Further agreements**

- 6.1 The Parties may, at any time and from time to time, enter into agreements relating to the subject-matter of this Deed that are not inconsistent with this Deed for the purpose of implementing this Deed.

### **7 Surrender of right of appeal, etc.**

- 7.1 The Developer is not to commence or maintain, or to cause or procure the commencement or maintenance, of any proceedings in any court or tribunal or similar body appealing against, or questioning:
  - 7.1.1 the validity of this Deed, or
  - 7.1.2 an Approval relating to the Development in so far as the orders or relief sought by the Developer are inconsistent with this Deed.

### **8 Application of s94, s94A and s94EF of the Act to the Development**

- 8.1 This Deed does not exclude the application of s94 or s94A of the Act to the Development.
- 8.2 The benefits under this Deed are not to be taken into consideration when determining a development contribution under s94 of the Act in relation to the Development.
- 8.3 This Deed does not exclude the application of s94EF of the Act to the Development.

## **Part 2 – Development Contributions**

### **9 Provision of Development Contributions**

- 9.1 The Developer is to pay monetary Development Contributions to the Council in the amount of \$507,024.59 before the issuing of the first Subdivision Certificate that creates a Final Lot in the Development to be applied towards the WWTP Augmentation Works.
- 9.2 If the number of Final Lots in the Development exceeds 256, the Developer is to pay monetary Development Contributions for each Final Lot in excess of 256 in an amount as required under the Sewerage DSP applicable at the time of payment and in accordance with the Sewerage DSP.
- 9.3 The Developer is to carry out and complete the Sewer Main Work to the satisfaction of the Water Supply Authority before the issuing of the first Subdivision Certificate that creates a Final Lot in the Development after the date of this Deed.
- 9.4 The Council is to apply each Development Contribution made by the Developer under this Deed towards the public purpose for which it is made and otherwise in accordance with this Deed.
- 9.5 The monetary Development Contributions referred to in this clause 9 are to be indexed between the date of this Deed and the date of payment in accordance with the CPI.

### **10 Certificate of Compliance for sewage work under the WM Act**

- 10.1 The Parties acknowledge and agree that:
- 10.1.1 pursuant to s306 of the WM Act, the making of Development Contributions required under this Deed are the preconditions to the granting of a certificate of compliance in respect of sewage works for the Development, and
- 10.1.2 the Developer's compliance with the Development Contributions obligations under this Deed satisfies the Water Supply Authority's requirements for the granting of a certificate of compliance in respect of sewage works for the Development.

### **11 Payment of monetary Development Contributions**

- 11.1 A monetary Development Contribution is made for the purposes of this Deed when the Council receives the full amount of the contribution payable under this Deed in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council.

## **12 Approval of detailed design of Sewer Main Work**

- 12.1 This clause applies if at the commencement of this Deed the Water Supply Authority has not approved a plan to be inserted in Schedule 2.
- 12.2 Prior to commencing the carrying out of the Sewer Main Work the Developer is to provide to the Water Supply Authority the detailed design of the Sewer Main Work for the Water Supply Authority's approval.
- 12.3 The Developer at its own cost is to make any reasonable change to the detailed design of the Sewer Main Work required by the Water Supply Authority prior to the Water Supply Authority's approval.
- 12.4 The Developer is to bear all reasonable costs associated with obtaining the Water Supply Authority's approval to the detailed design of the Sewer Main Work under this clause.
- 12.5 The approved detailed design of the Sewer Main Work under this clause is taken to be inserted into Schedule 2.

## **13 Carrying out of Sewer Main Work**

- 13.1 The Sewer Main Work is to be carried out in accordance with the Sewer Main Works Plan, any relevant Approval, the requirements in Schedule 3, and any other applicable law before the issuing of the first Subdivision Certificate that creates a Final Lot in the Development after the date of this Deed.

## **14 Variation to approved Sewer Main Works Plan**

- 14.1 The Sewer Main Works Plan may be varied by agreement in writing between the Parties acting reasonably, without the necessity for an amendment to this Deed.
- 14.2 Without limiting clause 14.1, the Developer may make a written request to the Council to approve a variation to the Sewer Main Works Plan in order to enable it to comply with the requirements of any Authority imposed in connection with any Approval relating to the carrying out of the Sewer Main Work, or to accommodate a latent issue in relation to the land on which it is located following physical commencement of the Work.
- 14.3 The Council is not to unreasonably delay or withhold its approval to a request made by the Developer under clause 14.2.
- 14.4 The Council or the Water Supply Authority, acting reasonably, may from time to time give a written direction to the Developer requiring it to vary the Sewer Main Works Plan before the Sewer Main Work is carried out in a specified manner and submit the variation to the Council and the Water Supply Authority for approval.
- 14.5 If the Council or the Water Supply Authority requests a variation referred to in clause 14.4, then the Council is to pay to the Developer an amount equal to the increase in the costs incurred by the Developer of completing the Sewer Main Work which results from the variation requested by the Council.
- 14.6 Council is to pay the amount referred to in clause 14.5 to the Developer after the Work is complete, and within 20 business days of receipt of:
  - 14.6.1 a tax invoice for the amount claimed by the Developer; and

- 14.6.2 documentation which verifies the increase in costs incurred by the Developer as a result of the variation.
- 14.7 If a variation is made to the Sewer Main Works Plan pursuant to this clause 14, then Schedule 2 is deemed to have been amended to include the Plan as varied.

## **15 Access to land by Developer**

- 15.1 The Council is to permit the Developer, upon receiving reasonable prior notice from the Developer, to enter Council owned or controlled land that is reasonably necessary in order to enable the Developer to properly perform its obligations under this Deed.
- 15.2 Nothing in this Deed creates or gives the Developer any estate or interest in any part of the land referred to in clause 15.1.
- 15.3 The Developer is not to store any material or Equipment on Council owned or controlled land except with the prior approval of the Council and to the Council's satisfaction.

## **16 Access to land by Council**

- 16.1 The Council may enter any land on which the Sewer Main Work is being carried out by the Developer under this Deed in order to inspect, examine or test the Sewer Main Work, or to remedy any breach by the Developer of its obligations under this Deed relating to the Sewer Main Work.
- 16.2 The Council is to give the Developer prior reasonable notice before it enters land under clause 16.1.

## **17 Council's obligations relating to the Sewer Main Work**

- 17.1 The Council is not to unreasonably delay, hinder or otherwise interfere with the performance by the Developer of its obligations under this Deed, and is to use its reasonable endeavours to ensure third parties unrelated to the Developer do not unreasonably delay, hinder or otherwise interfere with the performance of those obligations.

## **18 Protection of people, property & utilities**

- 18.1 The Developer is to ensure to the fullest extent reasonably practicable in relation to the performance of its obligations under this Deed that:
  - 18.1.1 all necessary measures are taken to protect people and property,
  - 18.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
  - 18.1.3 nuisances and unreasonable noise and disturbances are prevented.
- 18.2 Without limiting clause 18.1, the Developer is not to obstruct, interfere with, impair or damage any public road, public footpath, public cycleway or other public thoroughfare, or any pipe, conduit, drain, watercourse or other public

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utility or service on any land except as authorised in writing by the Council or any relevant Authority.

## **19 Repair of damage**

- 19.1 The Developer is to Maintain the Sewer Main Work until the Sewer Main Work is completed for the purposes of this Deed or such later time as agreed between the Parties.
- 19.2 The Developer is to carry out its obligation under clause 19.1 at its own cost and to the satisfaction of the Council.

## **20 Completion of Sewer Main Work**

- 20.1 The Developer is to give the Council written notice of the date on which it will complete the Sewer Main Work.
- 20.2 Not later than 7 days after receiving the Developer's notice under clause 20.1, the Council will, and the Developer must permit to the Council to, inspect the Sewer Main Work in the presence of a representative of the Developer.
- 20.3 Following the inspection referred to in clause 20.2, the Council is to, in consultation with the Water Supply Authority:
- 20.3.1 issue a Completion Notice to the Developer if the Council does not consider that a written direction should be given to the Developer under clause 20.3.2, or
- 20.3.2 give a written direction to the Developer to complete, rectify or repair any specified part of the Sewer Main Work as a pre-condition to the issuing a Completion Notice.
- 20.4 For the avoidance of doubt, the Council may, in consultation with the Water Supply Authority give more than one written direction under clause 20.3.2 if the Council reasonably considers that it is necessary to do so.
- 20.5 The Developer, at its cost, is to promptly comply with a direction given to it by the Council under clause 20.3.2.
- 20.6 The Council is to issue a Completion Notice to the Developer once the Council, in consultation with the Water Supply Authority is satisfied that the Developer has complied with any written direction given under clause 20.3.2 and no further written direction will be given.
- 20.7 A Completion Notice issued by the Council under this clause 20:
- 20.7.1 is final and binding on the Council and the Developer according to its terms despite any other provision of this Deed,
- 20.7.2 may identify minor defects or omissions in the Sewer Main Work, which the Developer, at its cost, is to promptly remedy.
- 20.8 The Council is to do such things as are reasonably necessary to enable the Developer to remedy any minor defect identified in a Completion Notice.
- 20.9 The Sewer Main Work is taken to be completed and handed-over to the Water Supply Authority on the date the Completion Notice is issued in accordance with this clause 20.

## **21 Rectification of defects**

- 21.1 The Council may give the Developer a Rectification Notice during the Defects Liability Period.
- 21.2 The Developer, at its own cost, is to comply with a Rectification Notice according to its terms and to the reasonable satisfaction of the Council.
- 21.3 The Council is to do such things as are reasonably necessary to enable the Developer to comply with a Rectification Notice that has been given to it under clause 21.1

## **22 Works-As-Executed-Plan**

- 22.1 No later than 60 days after the Sewer Main Work is completed for the purposes of this Deed and prior to submission of an application for a Subdivision Certificate for the Development, the Developer is to submit to the Council two full sets of works-as-executed-plan in respect of the Sewer Main Work.
- 22.2 The works-as-executed plans are to:
  - 22.2.1 include sufficient details including locations and levels of the below ground infrastructure to enable a complete check of the work as executed as compared to the original approved design,
  - 22.2.2 show any deviation from the approved engineering plans,
  - 22.2.3 contain the certification of the developers supervising engineer,
  - 22.2.4 be on disk in DXF format. The Developer should contact Council's GIS Officer for further details and technical specifications
- 22.3 The Developer, being the copyright owner in the plan referred to in clause 22.1, gives the Council a non-exclusive licence to use the copyright in the plans for the purposes of this Deed.

## **23 Removal of Equipment**

- 23.1 When the Sewer Main Work on any Council owned or controlled land is completed for the purposes of this Deed, the Developer, without delay, is to:
  - 23.1.1 remove any Equipment from that land and make good any damage or disturbance to the land as a result of that removal to the satisfaction of the Council, and
  - 23.1.2 leave the land in a neat and tidy state, clean and free of rubbish to the satisfaction of the Council.



## **Part 3 – Dispute Resolution**

### **24 Dispute resolution – expert determination**

- 24.1 This clause applies to a Dispute between any of the Parties to this Deed concerning a matter arising in connection with this Deed that can be determined by an appropriately qualified expert if:
- 24.1.1 the Parties to the Dispute agree that it can be so determined, or
  - 24.1.2 the Chief Executive Officer of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion that the Dispute can be determined by a member of that body.
- 24.2 A Dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 24.3 If a notice is given under clause 24.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 24.4 If the Dispute is not resolved within a further 28 days, the Dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.
- 24.5 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 24.6 Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- 24.7 The Parties are to share equally the costs of the President, the expert, and the expert determination.

### **25 Dispute Resolution - mediation**

- 25.1 This clause applies to any Dispute arising in connection with this Deed other than a Dispute to which clause 24 applies.
- 25.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 25.3 If a notice is given under clause 25.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 25.4 If the Dispute is not resolved within a further 28 days, the Parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.
- 25.5 If the Dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the Dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.
- 25.6 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.

- 25.7 The Parties are to share equally the costs of the President, the mediator, and the mediation.

## **Part 4 – Provisions relating to Access to Construct and Easement for Sewer Main Work**

### **26 Entering onto Private Land required for Sewer Main Work**

- 26.1 This clause 26 and clauses 27 and 28 apply to Private Land..
- 26.2 Clauses 26.3 to 26.6 apply only if the Council has notified the Developer in writing of its satisfaction that the Developer has after the commencement of this Deed:
- 26.2.1 in conjunction with the Council, consulted with the owners and occupiers of the Private Land in relation to the matters contained in this clause 26 and clause 27, and
- 26.2.2 used all reasonable endeavours to obtain permission from the owner and occupier of the Private Land to enter that land to carry out the Sewer Main Work and the owner or occupier has refused or failed to give permission.
- 26.3 For the purposes only of carrying out the Sewer Main Work and subject to compliance with this clause and the LG Act, the Council hereby authorises the Developer, its contractors and the employees and subcontractors of the Developer or its contractors to enter the Private Land to carry out the Sewer Main Work under s191A of the LG Act.
- 26.4 Not less than 14 days prior to the intended entry by any Authorised Person on to any part of the Private Land the Developer is to notify the Council in writing of:
- 26.4.1 the lot number, deposited plan number and street address of that part of the Private Land,
- 26.4.2 the day/s on which the Authorised Person intends to enter that part of the Private Land to carry out Sewer Main Work,
- 26.4.3 the name of the Authorised Person that intends to enter the Private Land,
- 26.4.4 a description of the part of the Private Land intended to be entered into
- 26.4.5 in respect of any part of the Private Land that is being used for residential purposes, that permission in writing by the occupier of that part of the Private Land to the entry by the Authorised Person has been given, and provide the Council with a copy of the permission.
- 26.5 Within 7 days after receipt of the Developer's notice referred to in clause 26.4, the Council is to give to the owner or occupier of the relevant part of the Private Land written notice under s193 of the LG Act of the day or days the Developer intends to enter the Private Land (**Notice of Entry**).

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**Broughton Street Moss Vale Pty Ltd**

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- 26.6 The Developer is not to enter, or cause, suffer or permit an Authorised Person to enter into any part of the Private Land except:
- 26.6.1 on the day/s specified in the Notice of Entry and in accordance with this clause and the LG Act, and
- 26.6.2 in respect of any part of the Private Land that is being used for residential purposes, with permission in writing from the occupier of that part of the Private Land .

## **27 Acquisition of Easement required for Sewer Main Work**

- 27.1 The Developer is to use all reasonable endeavours to obtain the grant and registration of Sewer Easements.
- 27.2 The Developer shall pay the costs of and incidental to the grant and registration of a Sewer Easement and shall pay any consideration agreed between the Developer and the owner of the Private Land in relation to the grant of the Sewer Easement.
- 27.3 If within 6 months of the date of this Deed, a Sewer Easement has not been registered over a part of the Private Land, the Developer is to provide the Council with:
- 27.3.1 the title and ownership details of that part of the Private Land,
- 27.3.2 a survey of that part of the Private Land identifying the site of the proposed Sewer Easement prepared by a suitably qualified surveyor approved by the Council, and
- 27.3.3 a land valuation report prepared by a suitably qualified land valuer approved by the Council of the just compensation payable to each person entitled to such compensation under the Just Terms Act if the Sewer Easement is acquired by the Council under the Just Terms Act.
- 27.4 As soon as practicable after receipt of the information referred to in clause 27.3, and provided the Council holds Security in accordance with clause 28, the Council is to consider a report on whether it should acquire the Sewer Easement.
- 27.5 If the Council resolves to acquire the Sewer Easement and subject to obtaining all necessary Approvals for such acquisition, the Council is to use all reasonable endeavours to acquire the Sewer Easement.

## **28 Costs, Security and Indemnity in respect of Entry onto Private Land and Acquisition of Sewer Easement**

- 28.1 Within 14 days of receipt of a written notice from the Council, the Developer is to pay to the Council the Council's Costs related to any entry onto Private Land and acquisition of Sewer Easement, including but not limited to:
- 28.1.1 Costs of and incidental to any consultation with owners and occupiers of Private Land in relation to the matters contained in clauses 26 and 27,
- 28.1.2 Costs of and incidental to the entry onto Private Land by the Developer or an Authorised Person (including any compensation paid

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- by the Council under s198 of the LG Act and Costs of determining the compensation under s730 of the LG Act),
- 28.1.3 Costs, as specified in the notice, of and incidental to an acquisition of a Sewer Easement, and
- 28.1.4 the amount of any compensation paid by the Council in relation to the acquisition of a Sewer Easement determined in accordance with the Just Terms Act.
- 28.2 The Developer is not to question the amounts specified in a notice referred to in clause 28.1.
- 28.3 On the signing of this Deed the Developer must give to the Council a Security in the sum of \$100,000.00 to secure the Developer's obligations under clauses 26, 27 and this clause 28
- 28.4 The Council may call on the Security referred to in clause 28.3 if the Developer is in breach of clauses 26, 27 or 28.
- 28.5 The Council is to release and return the Security referred to in clause 28.7 or any unused part of it to the Developer if and when the Developer has complied with clauses 26, 27 and 28.
- 28.6 The Developer may at any time provide the Council with a replacement Security.
- 28.7 On receipt of a replacement Security, the Council is to release and return the Security that has been replaced to the Developer.
- 28.8 If the Council calls-up the Security or any portion of it, it may, by written notice to the Developer, require the Developer to provide a further or replacement Security to ensure that the amount of Security held by the Council equals the amount it is entitled to hold under this Deed.
- 28.9 The Developer is to ensure that the Security provided to the Council is at all times maintained to the full current indexed value.
- 28.10 The Council may recover in any court of competent jurisdiction the difference between its costs of and incidental to clauses 26 and 27 together with the amount of any compensation paid by the Council in relation to those clauses and the amount of the Security referred to in clause 28.3 as called upon under clause 28.4.
- 28.11 The Developer indemnifies and keeps indemnified the Council against all Claims made against the Council:
- 28.11.1 in relation to entry on any Private Land, without limitation, any Claim for compensation under section 198 of the LG Act; and
- 28.11.2 as a result of any acquisition by the Council of the whole or any part of an Sewer Easement;
- except if, and to the extent that, the Claim arises because of the Council's negligence or default.

## **Part 5 - Enforcement**

### **29 Security**

- 29.1 The Parties acknowledge and agree that:
- 29.1.1 this Deed requires the Developer to carry out and complete the Sewer Main Work before the issuing of the first Subdivision Certificate that creates a Final Lot in the Development after the date of this Deed, and
  - 29.1.2 pursuant to clause 20, the Sewer Main Work is complete when the Council, in consultation with the Water Supply Authority, issues a Completion Notice in respect of that Work.

### **30 Breach of obligations**

- 30.1 If the Council reasonably considers that the Developer is in breach of any obligation under this Deed, Council may give a written notice to the Developer:
- 30.1.1 specifying the nature and extent of the breach,
  - 30.1.2 requiring the Developer to:
    - (a) rectify the breach if it reasonably considers it is capable of rectification, or
    - (b) pay compensation to the reasonable satisfaction of the Council in lieu of rectifying the breach if it reasonably considers the breach is not capable of rectification,
  - 30.1.3 specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.
- 30.2 If the Developer fails to fully comply with a notice referred to in clause 30.1, the Council may, without further notice to the Developer, call-up the Security provided by the Developer under this Deed and apply it to remedy the Developer's breach.
- 30.3 If the Developer fails to comply with a notice given under clause 30.1 relating to the carrying out of the Sewer Main Work under this Deed, the Council may step-in and remedy the breach and may enter, occupy and use any land owned or controlled by the Developer and any Equipment on such land for that purpose.
- 30.4 Any costs incurred by the Council in remedying a breach in accordance with clause 30.2 or clause 30.3 may be recovered by the Council by either or a combination of the following means:
- 30.4.1 by calling-up and applying the Security provided by the Developer under this Deed, or
  - 30.4.2 as a debt due in a court of competent jurisdiction.

- 30.5 For the purpose of clause 30.4, the Council's costs of remedying a breach the subject of a notice given under clause 30.1 include, but are not limited to:
- 30.5.1 the costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
  - 30.5.2 all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
  - 30.5.3 all legal costs and expenses reasonably incurred by the Council, by reason of the breach.
- 30.6 Nothing in this clause 30 prevents:
- 30.6.1 the Council from exercising any rights it may have at law or in equity in relation to a breach of this Deed by the Developer, including but not limited to seeking relief in an appropriate court; or
  - 30.6.2 the Developer from disputing under Part 3 that:
    - (a) it is in breach as stated in a notice under clause 30.1; or
    - (b) it has failed to comply with such a notice.

### **31 Enforcement in a court of competent jurisdiction**

- 31.1 Without limiting any other provision of this Deed, the Parties may enforce this Deed in any court of competent jurisdiction.
- 31.2 For the avoidance of doubt, nothing in this Deed prevents:
- 31.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Deed or any matter to which this Deed relates, or
  - 31.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Deed or any matter to which this Deed relates.

## **Part 6 – Registration & Restriction on Dealings**

### **32 Registration of this Deed**

- 32.1 The Parties agree to register this Deed for the purposes of s93H(1) of the Act.
- 32.2 Not later than 10 days after the commencement of this Deed, the Developer is to deliver to the Council in registrable form:
- 32.2.1 an instrument requesting registration of this Deed on the title to the Land duly executed by the Developer, and
  - 32.2.2 the written irrevocable consent of each person referred to in s93H(1) of the Act to that registration.
- 32.3 The Developer is to do such other things as are reasonably necessary to enable registration of this Deed to occur.

- 32.4 The Parties are to do such things as are reasonably necessary to remove any notation relating to this Deed from the title to the Land:
- 32.4.1 in so far as the part of the Land concerned is a Final Lot,
- 32.4.2 in relation to any other part of the Land, once the Developer has completed its obligations under this Deed to the reasonable satisfaction of the Council or this Deed is terminated or otherwise comes to an end for any other reason.

### **33 Restriction on dealings**

- 33.1 The Developer is not to:
- 33.1.1 sell or transfer the Land or any part, other than a Final Lot, or
- 33.1.2 assign the Developer's rights or obligations under this Deed, or novate this Deed,
- to any person unless:
- 33.1.3 the Developer has, at no cost to the Council, first procured the execution by the person to whom the Land or part is to be sold or transferred or the Developer's rights or obligations under this Deed are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and
- 33.1.4 the Council has given written notice to the Developer stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Deed, and
- 33.1.5 the Developer is not in breach of this Deed, and
- 33.1.6 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.
- 33.2 Clause 33.1 does not apply in relation to any sale or transfer of the Land if this Deed is registered on the title to the Land at the time of the sale.

## **Part 7 – Indemnities & Insurance**

### **34 Risk**

- 34.1 The Developer performs this Deed at its own risk and its own cost.

### **35 Release**

- 35.1 The Developer releases the Council from any Claim it may have against the Council arising in connection with the performance of the Developer's obligations under this Deed except if, and to the extent that, the Claim arises because of the Council's negligence or default.

## **36 Indemnity**

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

## **37 Insurance**

- 37.1 The Developer is to take out and keep current, or cause its contractor to take out and keep current, to the satisfaction of the Council the following insurances in relation to the Sewer Main Work required to be carried out by the Developer under this Deed up until the Sewer Main Work is taken to have been completed in accordance with this Deed:
- 37.1.1 contract works insurance, noting the Council as an interested party, for the full replacement value of the Sewer Main Work (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Sewer Main Work,
  - 37.1.2 public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,
  - 37.1.3 workers compensation insurance as required by law, and
  - 37.1.4 any other insurance required by law.
- 37.2 If the Developer fails to comply with clause 37.1, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:
- 37.2.1 by calling upon the Security provided by the Developer to the Council under this Deed, or
  - 37.2.2 recovery as a debt due in a court of competent jurisdiction.
- 37.3 The Developer is not to commence to carry out the Sewer Main Work unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 37.1.

## **Part 8 – Other Provisions**

### **38 Notices**

- 38.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Deed is only given or made if it is in writing and sent in one of the following ways:



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**Darraby Pty Ltd**  
**Broughton Street Moss Vale Pty Ltd**

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- 38.1.1 delivered or posted to that Party at its address set out in the Summary Sheet,
  - 38.1.2 faxed to that Party at its fax number set out in the Summary Sheet, or
  - 38.1.3 emailed to that Party at its email address set out in the Summary Sheet.
- 38.2 If a Party gives the other Party 3 business days notice of a change of its address, fax number or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted, faxed or emailed to the latest address or fax number.
- 38.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 38.3.1 delivered, when it is left at the relevant address,
  - 38.3.2 sent by post, 2 business days after it is posted,
  - 38.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number, or
  - 38.3.4 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.
- 38.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

### **39 Costs**

- 39.1 The Developer is to pay to the Council 50% of the Council's reasonable costs of preparing, negotiating, executing and stamping this Deed, and any document related to this Deed within 7 days of a written demand by the Council for such payment.
- 39.2 The Developer is also to pay to the Council the Council's reasonable costs of enforcing this Deed under Part 4 within 7 days of a written demand by the Council for such payment.

### **40 Entire Deed**

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

## **41 Further Acts**

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

## **42 Governing Law and Jurisdiction**

- 42.1 This Deed is governed by the law of New South Wales.
- 42.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 42.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

## **43 Joint and Individual Liability and Benefits**

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

## **44 No Fetter**

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

## **45 Severability**

- 45.1 If a clause or part of a clause of this Deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- 45.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected.

## **46 Amendment**

- 46.1 No amendment of this Deed will be of any force or effect unless it is in writing and signed by the Parties to this Deed in accordance with clause 25D of the Regulation.

## **47 Waiver**

- 47.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.
- 47.2 A waiver by a Party is only effective if it is in writing.
- 47.3 A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

## **48 GST**

- 48.1 In this clause:
- Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice** have the meaning given by the GST Law.
- GST Amount** means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.
- GST Law** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- Input Tax Credit** has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.
- Taxable Supply** has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.
- 48.2 Subject to clause 48.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 48.3 Clause 48.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Deed to be GST inclusive.
- 48.4 No additional amount shall be payable by the Council under clause 48.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 48.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Deed by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:
- 48.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;

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- 48.5.2 that any amounts payable by the Parties in accordance with clause 48.2 (as limited by clause 48.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 48.6 No payment of any amount pursuant to this clause 48, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 48.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 48.8 This clause continues to apply after expiration or termination of this Deed.

## **49 Explanatory Note**

- 49.1 The Appendix contains the Explanatory Note relating to this Deed required by clause 25E of the Regulation.
- 49.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Planning Deed.

**Darraby Sewer Planning Agreement**  
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## **Schedule 1**

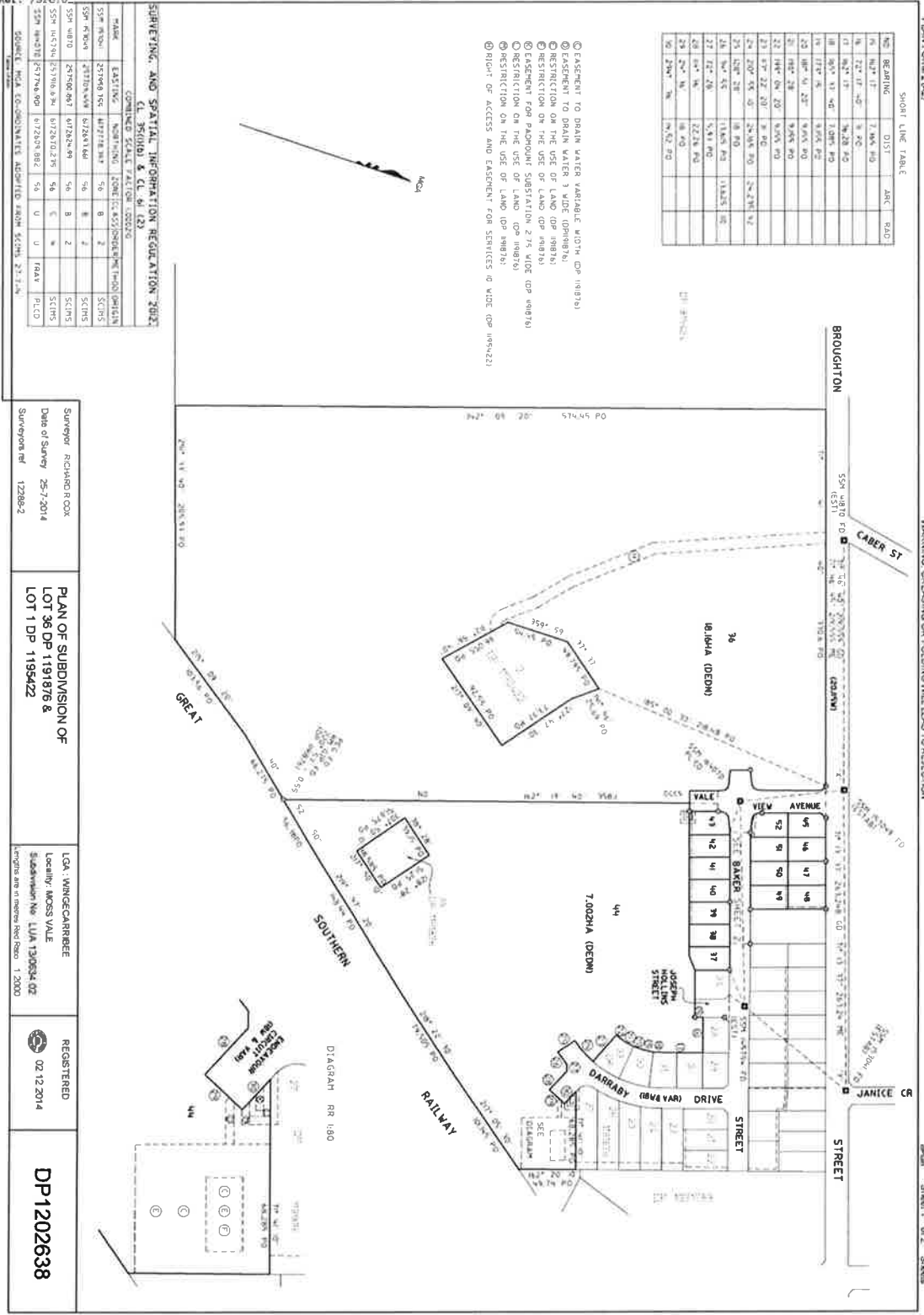
(Clause 1.1)

### **Darraby Land and Broughton Street Land**

See plan on the next page.

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**Broughton Street Moss Vale Pty Ltd**

Req: R675717 / Doc: DP 1202638 P / Rev: 02-Dec-2014 / Sta: 9C\_OK / Prt: 04-Jun-2015 11:12 / Pgs: ALL / Seq: 1 of 5



**SURVEYING AND SPATIAL INFORMATION REGULATION 2002**  
**CL. 5(1)(b) & CL. 6(1)(2)**  
**COMPILED SCALE FACTOR 1000/0**

MARK	EASTING	NORTHING	ZONE	COORDINATE SYSTEM	UNIT
SSM P/301	257960.756	472718.381	56	B	2
SSM P/302	471702.644	972483.644	56	B	2
SSM P/303	257960.756	972483.644	56	B	2
SSM P/304	471702.644	972483.644	56	B	2
SSM P/305	257960.756	972483.644	56	B	2
SSM P/306	471702.644	972483.644	56	B	2
SSM P/307	257960.756	972483.644	56	B	2
SSM P/308	471702.644	972483.644	56	B	2
SSM P/309	257960.756	972483.644	56	B	2
SSM P/310	471702.644	972483.644	56	B	2
SSM P/311	257960.756	972483.644	56	B	2
SSM P/312	471702.644	972483.644	56	B	2
SSM P/313	257960.756	972483.644	56	B	2
SSM P/314	471702.644	972483.644	56	B	2
SSM P/315	257960.756	972483.644	56	B	2
SSM P/316	471702.644	972483.644	56	B	2
SSM P/317	257960.756	972483.644	56	B	2
SSM P/318	471702.644	972483.644	56	B	2
SSM P/319	257960.756	972483.644	56	B	2
SSM P/320	471702.644	972483.644	56	B	2

Surveyor: RICHARD COX  
 Date of Survey: 25/7/2014  
 Surveyor ref: 12288-2

PLAN OF SUBDIVISION OF  
 LOT 36 DP 1191876 &  
 LOT 1 DP 1195422

LOCALITY: WINGECARRIBEE  
 Locality: MOSS VALE  
 Subdivision No: LVA 130634 OF  
 (Dimensions are in metres (Metric) 1:2000)

REGISTERED  
 02/12/2014

DP1202638

PLAN FORM 1(A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

## **Schedule 2**

(Clause 1.1)

### **Sewer Main Work Plan**

Approved detailed design of Sewer Main Work to be inserted.

**SOUTHERN HIGHLANDS**

**DARRABY**



**Estate**

**Moss Vale**

**Sewer Trunk Main Works**

**DARRABY Pty Ltd**

**WINGECARRIBEE SHIRE COUNCIL**

These plans have been checked and found satisfactory with any amendments noted. This does not release the developer/subdivider from the responsibility for rectification errors and omissions in the plans which become evident as construction progresses. The plans are subject to any conditions imposed on the development consent, issued pursuant to the Environmental Planning and Assessment Act 1979, and do not in anyway displace or override conditions of development consent.

File No: **5 0 7 1 / 3 9** Date: **2 3 DEC 2015**

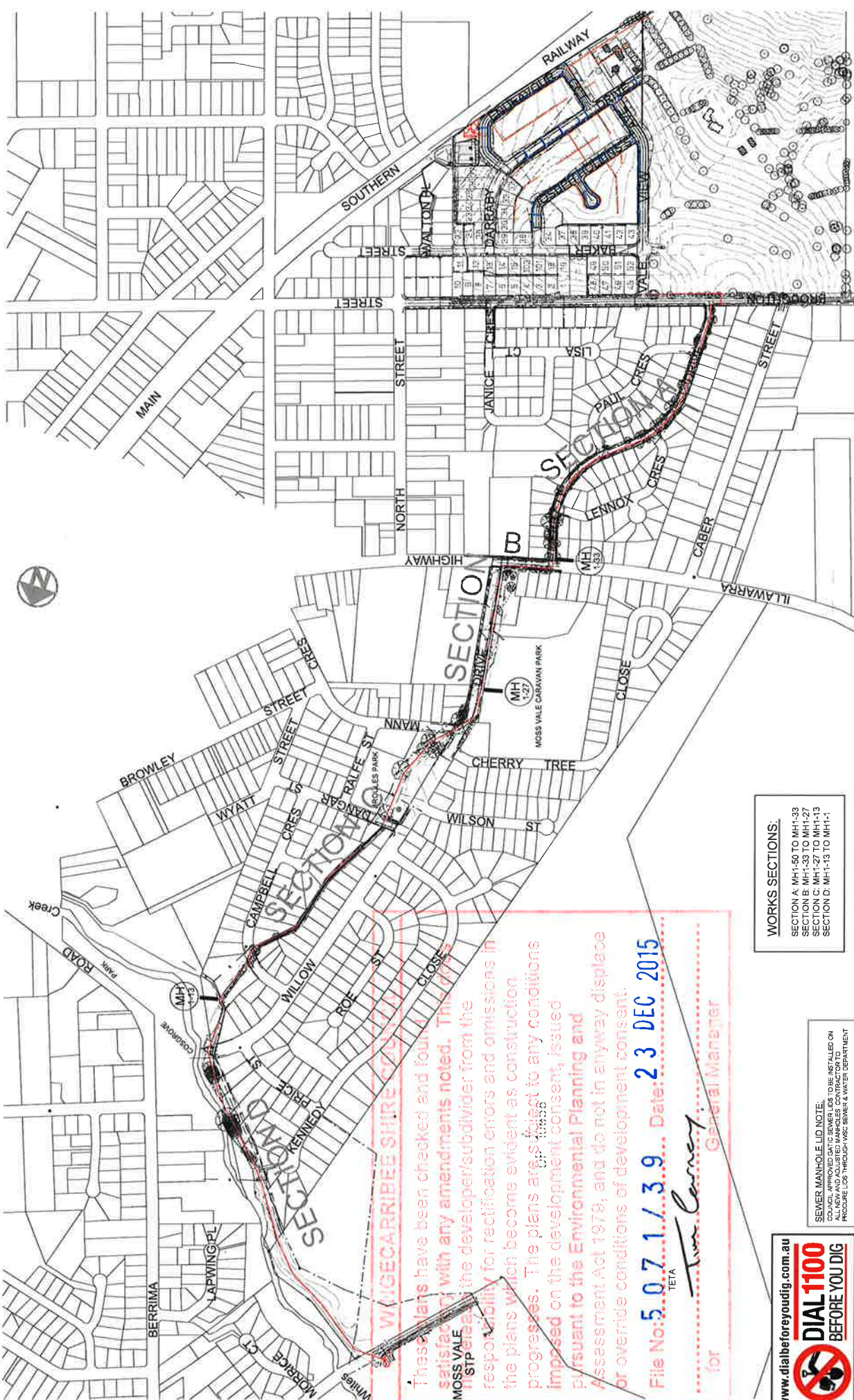
*Tom Carney* General Manager

<p><b>UTILITY SERVICES NOTE</b></p> <p>The location of utility services shown on this plan is for reference only. Nothing more than the presence of a utility service as depicted upon service authority documents. The location, depth and size of the utility service must be confirmed by field inspection. The contractor is to obtain the relevant utility plans from 'Call Before You Dig' Pty Ltd. All recommendations made by the service authority are to be followed. Call before you dig is a service which is available in the vicinity of all services.</p>		<p>DATE</p> <p>18/07/15</p> <p>24/11/15</p> <p>14/12/15</p>	<p>DESIGN</p> <p>JC</p> <p>JC</p> <p>JC</p>	<p>DESIGNED BY</p> <p>CHRYSLER ARCHITECTS</p>	<p>PROJECT ADDRESS</p> <p>CHRYSLER ARCHITECTS</p>	<p>WINGECARRIBEE SHIRE COUNCIL DA: 14/05/11</p> <p>STAGE 3B</p> <p>PROPOSED SUBDIVISION</p> <p>BROUGHTON STREET MOSS VALE</p> <p>SHEET</p> <p>DARRABY PTY LTD</p>	<p>TITLE</p> <p>SHEET</p>	<p>DESIGNED J.C.</p> <p>DATE 18/07/15</p> <p>ISSUED J.C.</p> <p>CHECKED R.A.</p> <p>RETURN A.H.D.</p> <p>DATE 18/07/15</p> <p>SHEET 1</p> <p>PAGES 24</p>	<p>A1 sheet</p> <p>1204</p> <p>CCST</p>
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WINGECARRIBEE SHIRE COUNCIL

These plans have been checked and found satisfactory with any amendments noted. This is in respect of the developer/subdivider from the responsibility for rectification errors and omissions in the plans which become evident as construction progresses. The plans are subject to any conditions imposed on the Environmental Planning and Assessment Act 1979, and do not in anyway displace or override conditions of development consent.

File No: 5.0.7.1 / 3.9 Date: 23 DEC 2015

TETA

Tina Carney  
General Manager

**WORKS SECTIONS:**  
 SECTION A: MH1-50 TO MH1-33  
 SECTION B: MH1-33 TO MH1-27  
 SECTION C: MH1-27 TO MH1-13  
 SECTION D: MH1-13 TO MH1-1

SEWER MANHOLE LID NOTE:  
 COUNCIL APPROVED PATIC SEWER LIDS TO BE INSTALLED ON ALL NEW AND ADJUSTED MANHOLES CONTRACTOR TO PROCURE LIDS THROUGH WISC SEWER & WATER DEPARTMENT

[www.dialbeforeyoudig.com.au](http://www.dialbeforeyoudig.com.au)

**DIAL 1100 BEFORE YOU DIG**

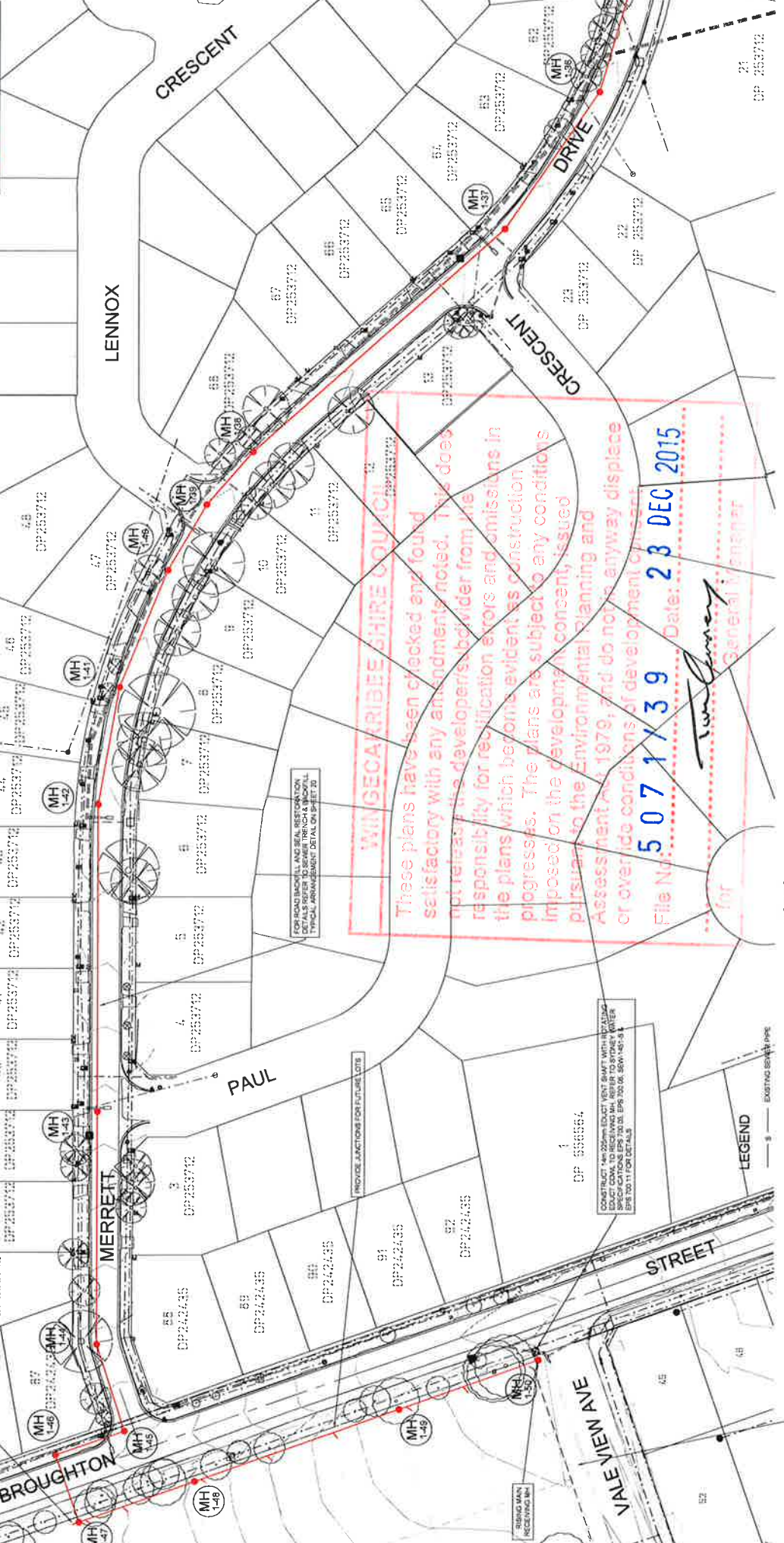
UTILITY SERVICES NOTE  
 The location of utility services is shown on the plan. The presence of a utility service as depicted upon service authority documents, the exact location, nature and size of the utility service must be confirmed by field investigation. The contractor is to obtain the relevant utility plans from 'Dial Before You Dig' (Ph: 1100) all recommendations made by the service authority are to be followed. Caution is to be exercised while working in the vicinity of all services.

<p><b>Civil Development Solutions</b>        Civil Engineering, Development and Project Consultants        Office: C55, 86-70 Station Street,        BOWRAL NSW 2576        P: 4822-1277        E: rnhair@cdsolutions.com.au        www.cdsolutions.com.au</p>		<p>WINGECARRIBEE SHIRE COUNCIL DA: 14/05/11  <b>STAGE 3B</b>  <b>PROPOSED SUBDIVISION</b>  <b>BROUGHTON STREET MOSS VALE</b></p>		<p><b>SEWER TRUNK MAIN</b>  <b>OVERALL ROUTE PLAN</b></p>	
designed	J.C.	drawn	J.C.	checked	J.C.
date	15/01/15	sheet	3	of	24
scale	SCALE: 1:3000				
project	1204 CCST				
client	DARRABY PTY LTD				





www.dialbeforeyoudig.com.au



WINGECARRIBEE SHIRE COUNCIL

These plans have been checked and found satisfactory with any amendments noted. This does not release the developer/provider from the responsibility for rectification errors and omissions in the plans which become evident as construction progresses. The plans are subject to any conditions imposed on the development consent issued pursuant to the Environmental Planning and Assessment Act 1979, and do not in anyway displace or override conditions of development consent.

File No: 5071/39 Date: 23 DEC 2015

General Manager

PROVIDE 150mm STUBS FOR FUTURE EXTENSION (N/A 885-6)

FOR ROAD BACKFILL AND SEAL RESTORATION DETAILS REFER TO SEWER MAINS AND MANHOLE INSTALLATION SPECIFICATIONS DETAIL ON SHEET 120

CONSTRUCT AND SEAL EXISTING 300mm DIA. 1500mm DEPTH EXISTING MANHOLE TO RECEIVE MAIN. REFER TO SEWER MAINS SPECIFICATIONS EPS 730 DS, EPS 300 MM, SEW-MAN-SE-9.1 EPS 100/11 FOR DETAILS

LEGEND

- EXISTING WATER MAIN PIPE
- EXISTING WATER MAIN PIPE
- PROPOSED 300 B LPVC BUR SEWER PIPE
- HOUSE CONNECTION, MANHOLE, LAMPPOLE
- MH1
- MH4

**NOTES**

- 1 FOR LEGEND AND GENERAL NOTES REFER SHEET 2
- 2 ALL FITTINGS TO BE CORRUGATED-PROTECTED

FOR SEWER TRUNK MAIN DETAILS REFER TO SPECIFICATIONS SHEETS 11-13

**UTILITY SERVICES NOTE**

The location of utility services is shown on this plan. The presence of a utility service as depicted upon service authority documents is the sole responsibility of the utility service provider. The contractor is to obtain the relevant utility phone from Dial Before You Dig (Dial 1100) all recommendations made by the service authority are to be followed. Care must be taken to ensure that utility services are not damaged.

**SEWER MANHOLE LID NOTE:**

ALL NEW AND ADJUSTED MANHOLES CONTRACTOR TO INSTALL ON PROPOSED LID THROUGH WINGECARRIBEE SHIRE COUNCIL WATER DEPARTMENT

**WINGECARRIBEE SHIRE COUNCIL DA 140031**

**STAGE 3B**

**PROPOSED SUBDIVISION**

**BROUGHTON STREET MOSS VALE**

DATE: 15/01/15 SHEET: 4 OF 24

**SEWER TRUNK MAIN**

**ROUTE PLAN SHEET 1**

DESIGNED BY: J.C. (A1) CIVIL ENGINEER

DRAWN BY: J.C. (A1) CIVIL ENGINEER

CHECKED BY: R.A. (A1) CIVIL ENGINEER

DATE: 15/01/15

SCALE: 1:500

**Civil Development Solutions**

Civil Engineering, Development and Project Consultants

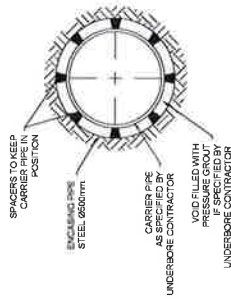
Office: G5, 68-70 Station Street, BOWRAL NSW 2576

P: 4862-1277

E: info@cdsolutions.com.au

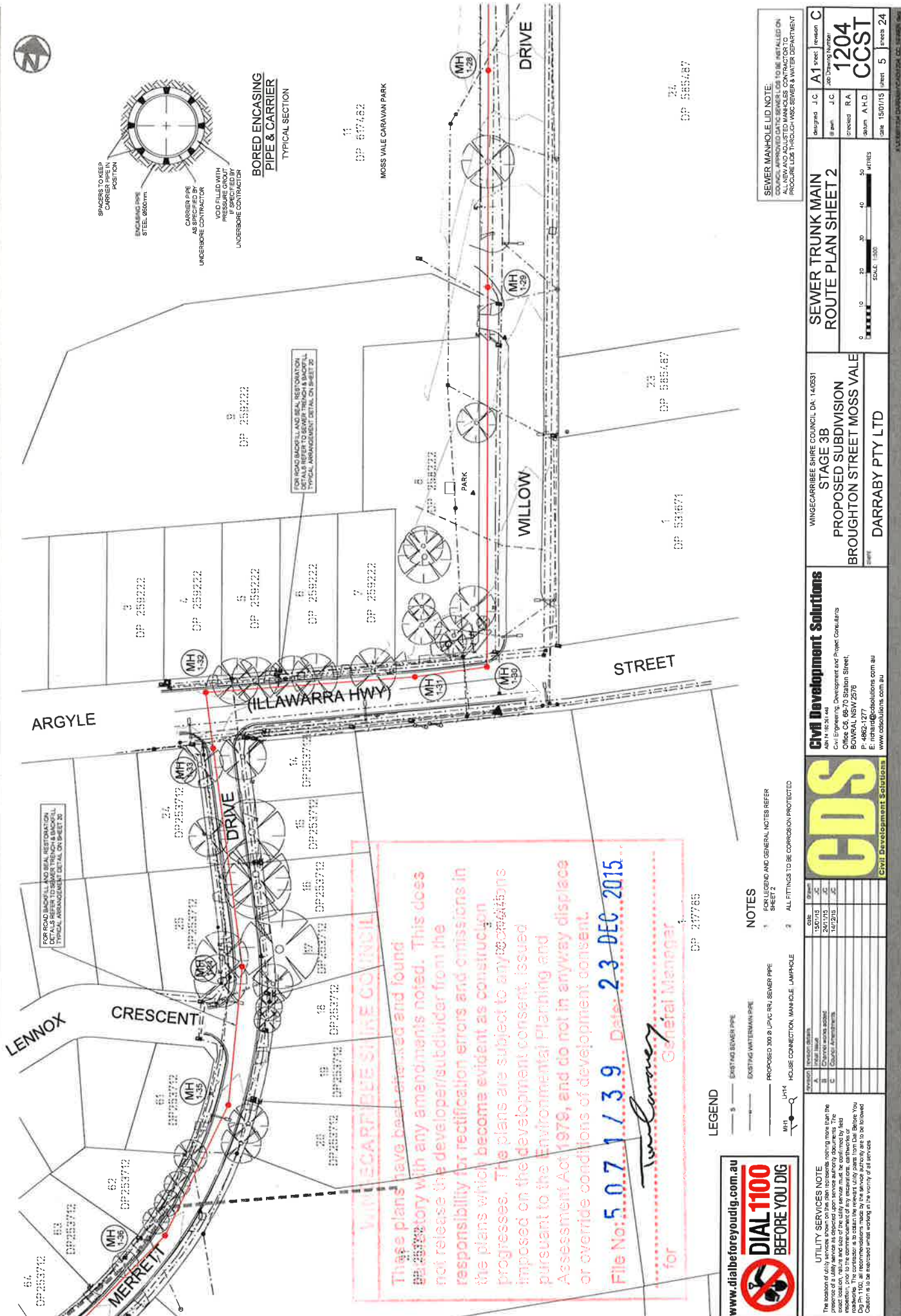
www.cdsolutions.com.au





**BORED ENCASING PIPE & CARRIER**  
TYPICAL SECTION

11  
DP: 617462  
MOSS VALE CARAVAN PARK



FOR ROAD MARKING AND SEAL RESTORATION: DETAILS REFER TO SEWER TRENCH & SHOULDER TYPICAL ARRANGEMENT DETAIL ON SHEET 20

FOR ROAD MARKING AND SEAL RESTORATION: DETAILS REFER TO SEWER TRENCH & SHOULDER TYPICAL ARRANGEMENT DETAIL ON SHEET 20

WINGECARRIBEE SHIRE COUNCIL

These plans have been checked and found satisfactory with any amendments noted. This does not release the developer/subdivider from the responsibility for rectification errors and omissions in the plans which become evident as construction progresses. The plans are subject to any recommendations imposed on the development consent, issued pursuant to the Environmental Planning and Assessment Act 1979, and do not in anyway displace or override conditions of development consent.

File No: 5.07.1/39 Date: 23 DEC 2015

for

General Manager

**LEGEND**

- 300 — EXISTING SEWER PIPE
- 400 — EXISTING WATERMAIN PIPE
- 300 — PROPOSED 300 Ø UPVC RIB SEWER PIPE
- 400 — HOUSE CONNECTION, MANHOLE LAMP/POLE
- MH — MANHOLE

**NOTES**

- 1 FOR LEGEND AND GENERAL NOTES REFER SHEET 2
- 2 ALL FITTINGS TO BE CORROSION PROTECTED

[www.dialbeforeyoudig.com.au](http://www.dialbeforeyoudig.com.au)

**UTILITY SERVICES NOTE**

The location of utility services shown on this plan is based on records noting more than the presence of a utility service as depicted upon service authority documents. The contractor is to confirm the location of utility services by conducting a utility location inspection, prior to the commencement of any excavation, earthworks or other works. The contractor is to contact the relevant utility prior to any excavation or other works. Council is to be contacted should working the vicinity of a utility service.

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 BOWRAL NSW 2576  
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 E: [info@cdsolutions.com.au](mailto:info@cdsolutions.com.au)  
[www.cd-solutions.com.au](http://www.cd-solutions.com.au)



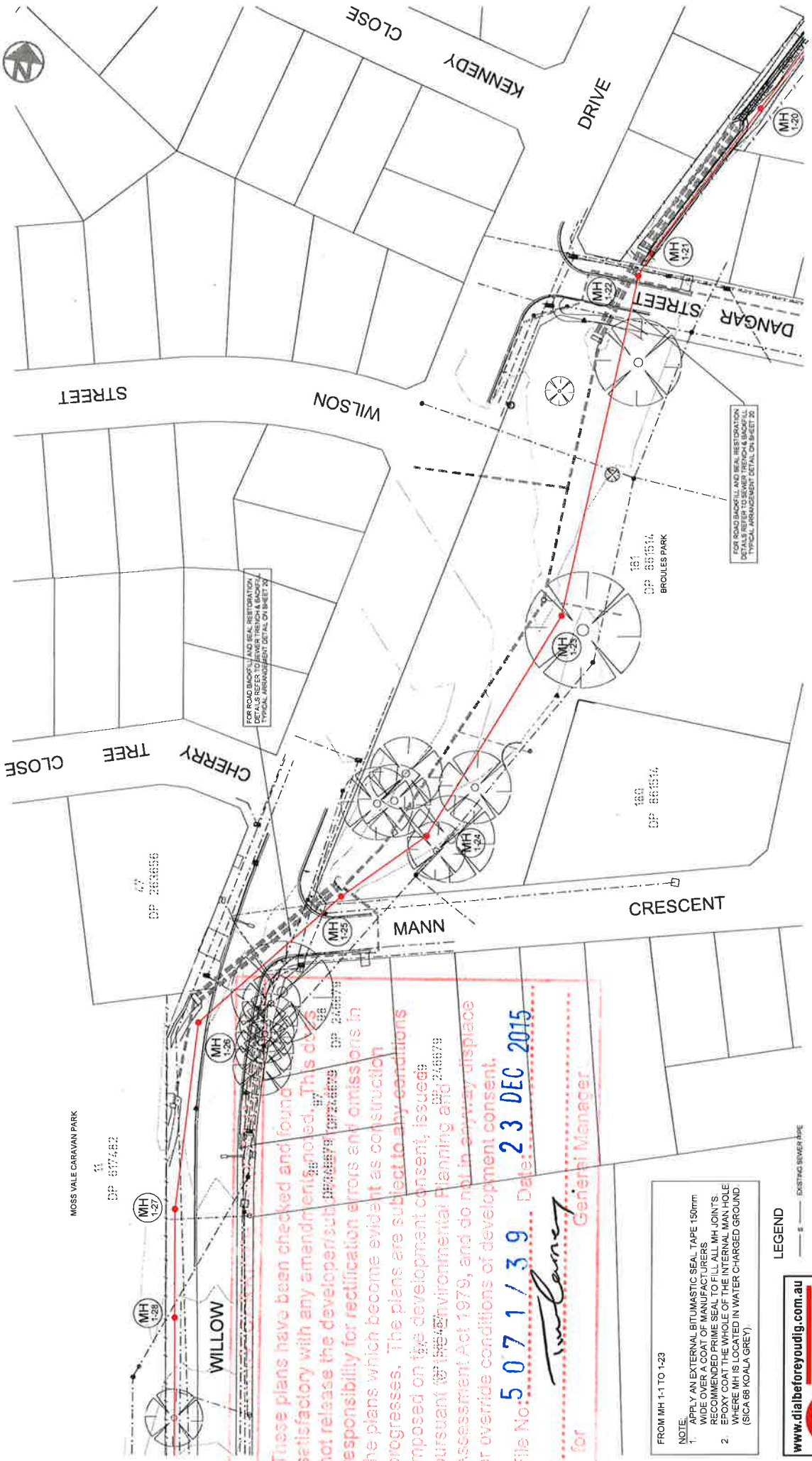
WINGECARRIBEE SHIRE COUNCIL DA: 14/03/11  
**STAGE 3B**  
**PROPOSED SUBDIVISION**  
**BROUGHTON STREET MOSS VALE**  
**DARRABY PTY LTD**

**SEWER TRUNK MAIN ROUTE PLAN SHEET 2**

designed	J C	A1	sheet	revision	C
drawn	J C				
checked	RA				
datum	AHD				
date	15/01/15		sheet	5	pages 24

SEWER MANHOLE LID NOTE:  
 ALL MANHOLE LIDS SHALL BE SET TO BE INSTALLED ON ALL NEW AND ADJUSTED MANHOLES. CONTRACTOR TO PROCURE LIDS THROUGH WASC SEWER & WATER DEPARTMENT

1204  
**CCST**



SEWER MANHOLE LID NOTE:  
 ALL MANHOLE LIDS TO BE INSTALLED ON  
 CONCRETE AND TO BE SET TO BE 150mm  
 ABOVE FINISHED GROUND LEVEL. REFER TO  
 PROCEDURE LIDS THROUGH WASC SEWER & WATER DEPARTMENT

designed J C A1 sheet  
 checked R A  
 drawn A H D  
 date 15/01/15 sheet 6 of 24

WINGECARRIBEE SHIRE COUNCIL DA: 14/00531  
 STAGE 3B  
 PROPOSED SUBDIVISION  
 BROUGHTON STREET MOSS VALE

SEWER TRUNK MAIN  
 ROUTE PLAN SHEET 3

SCALE: 1:500  
 0 10 20 30 40 50 METRES

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 BOWRAL NSW 2576  
 P-4862-1277  
 E: richard@csolutions.com.au  
 www.csolutions.com.au

DARRABY PTY LTD

11  
 DP 6377482

DP 26336536

DP 6610314

DP 6610314

DP 6610314

DP 24488793

DP 24488793

DP 24488793

FOR ROAD BACKFILL AND SEAL RESTORATION  
 DETAILS REFER TO DRAWING TRINCH & MANHOLE  
 TYPICAL ARRANGEMENT DETAIL ON SHEET 30

FOR ROAD BACKFILL AND SEAL RESTORATION  
 TYPICAL ARRANGEMENT DETAIL ON SHEET 30

These plans have been checked and found satisfactory with any amendments noted. This does not release the developer/sub-developer from their responsibility for rectification errors and omissions in the plans which become evident as construction progresses. The plans are subject to any conditions imposed on the development consent, issued pursuant to the Environmental Planning and Assessment Act 1979, and do not in anyway displace or override conditions of development consent.

File No: 5 0 7 1 / 3 9 Date: 2 3 DEC 2015

*Willemey*  
 General Manager

FROM MH 1-1 TO 1-23

NOTE:  
 1. APPLY AN EXTERNAL BITUMASTIC SEAL TAPE 150mm WIDE OVER A COAT OF MANUFACTURERS RECOMMENDED PRIME SEAL TO FILL ALL MH JOINTS  
 2. EPOXY COAT THE WHOLE OF THE INTERNAL MAN HOLE WHERE MH IS LOCATED IN WATER CHARGED GROUND (SICA 88 KOALA GREY).

www.dialbeforeyoudig.com.au

**DIAL 1100 BEFORE YOU DIG**

UTILITY SERVICES NOTE  
 The location of utility services shown on this plan is for information only and does not constitute a warranty. The presence of a utility service is dependent upon service authority documents. The contractor is responsible for conducting a field inspection prior to the commencement of any excavation work. The contractor is to obtain the relevant utility plans from Dial Before You Dig. The recommendations made by the service authority are to be followed. Dial 1100 to be contacted when having any queries at all services.

LEGEND

- EXISTING WATER MAIN PIPE
- EXISTING SEWER PIPE
- PROPOSED 300 Ø UPVC RRI SEWER PIPE
- HOUSE CONNECTION MANHOLE LAMPPOLE
- MH 1-24
- MH 1-25
- MH 1-26
- MH 1-27
- MH 1-28
- MH 1-29
- MH 1-30

NOTES

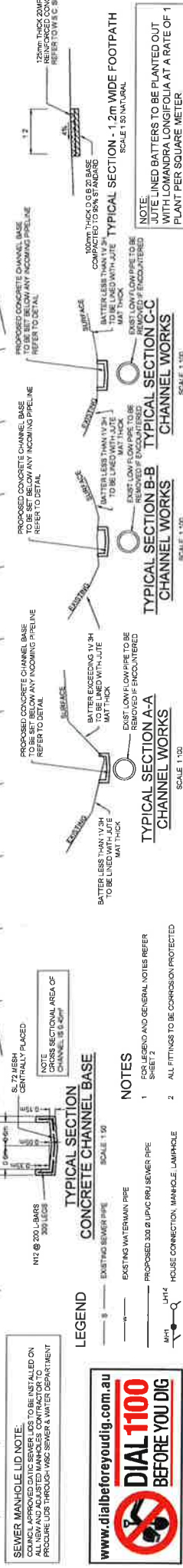
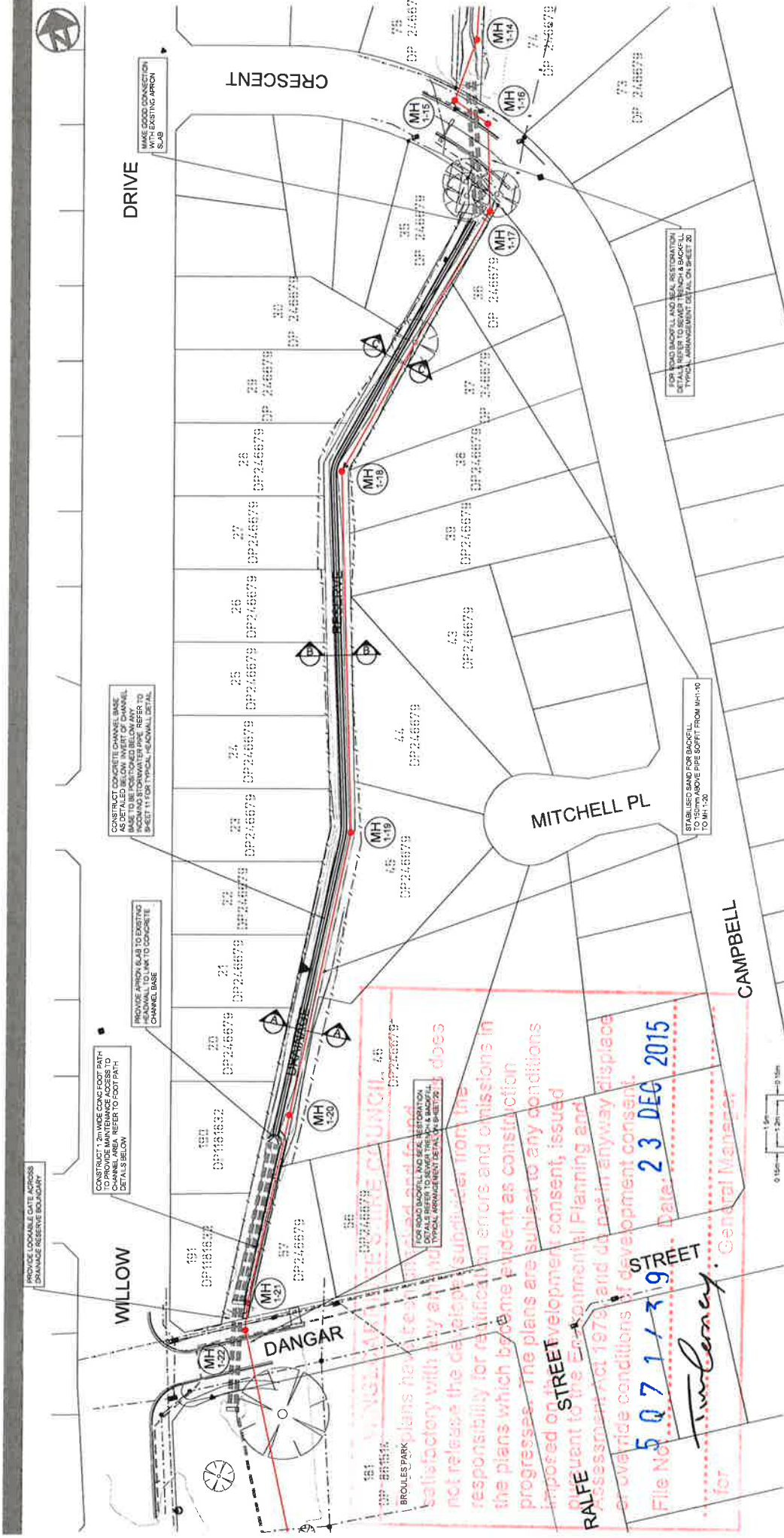
1. REFER TO SHEET 2 FOR EXISTING AND GENERAL NOTES REFER TO SHEET 4

2. ALL FITTINGS TO BE CORROSION PROTECTED



NO.	DATE	BY	CHK	REV
1	15/01/15	JC		
2	23/12/15	JC		
3	15/01/15	JC		
4	15/01/15	JC		





SEWER MANHOLE LID NOTE:  
COUNCIL APPROVED GATIC SEWER LIDS TO BE INSTALLED ON  
PROPOSED LIDS THROUGH W&E SERVICES & WATER DEPARTMENT

[www.dialbeforeyoudig.com.au](http://www.dialbeforeyoudig.com.au)

**DIAL 1100**  
BEFORE YOU DIG

UTILITY SERVICES NOTE  
The location of utility services shown on this plan is for information only. The presence of a utility service is dependent upon service authority requirements. The contractor is to obtain the relevant utility plans from the relevant utility service providers. The contractor is to be responsible for the location of all services. Call prior to any excavation work.

**LEGEND**

EXISTING SEWER PIPE  
EXISTING WATER MAIN PIPE  
PROPOSED 300 Ø UP-CRUI SEWER PIPE  
HOUSE CONNECTION, MANHOLE, LAIRHOLE

**TYPICAL SECTION CONCRETE CHANNEL BASE**  
SCALE 1:50

**TYPICAL SECTION CHANNEL WORKS**  
SCALE 1:50

**NOTES**

1. FOR LEGEND AND GENERAL NOTES REFER SHEET 2
2. ALL FITTINGS TO BE CORROSION PROTECTED

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P-4862-1277  
www.cdsolutions.com.au

**GDS**  
Civil Development Solutions

WINGGARRIBEE SHIRE COUNCIL DA: 14/0531  
STAGE 3B  
PROPOSED SUBDIVISION  
BROUGHTON STREET MOSS VALE

**SEWER TRUNK MAIN ROUTE PLAN SHEET 4**

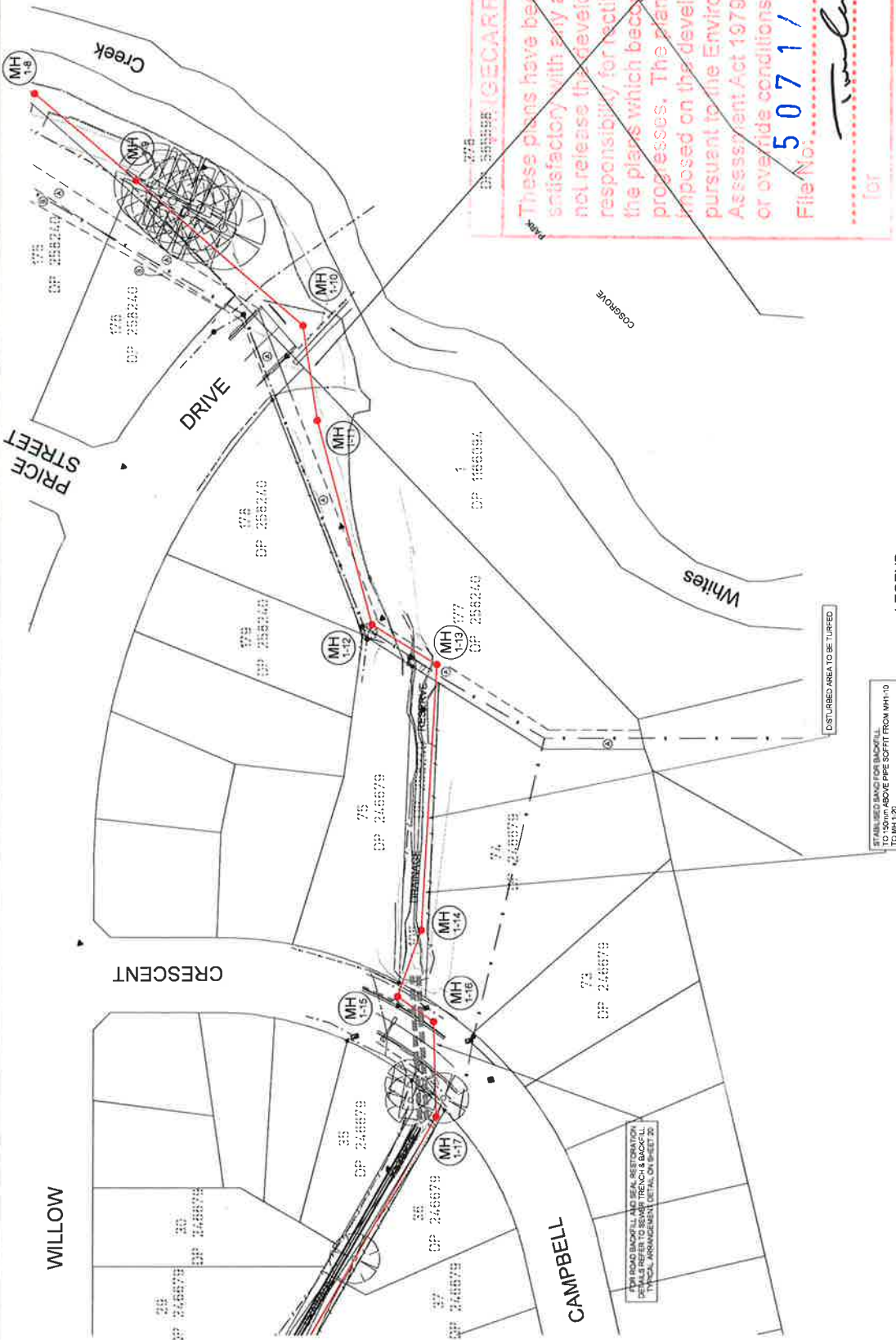
Designed J.C. A1 sheet  
Drawn J.C.  
Checked R.A.  
Scale 1:500  
Date 15/01/15 sheet 7 of 24

1204  
CCST

BROUDES PARK PLANS HAVE BEEN REVIEWED AND FOUND SATISFACTORY WITH ANY AMENDMENTS TO BE MADE BY THE DEVELOPER. THE DEVELOPER DOES NOT RELEASE THE DEVELOPER FROM THE RESPONSIBILITY FOR RAJIFICATION ERRORS AND OMISSIONS IN THE PLANS WHICH BECOME EVIDENT AS CONSTRUCTION PROGRESSES. THE PLANS ARE SUBJECT TO ANY CONDITIONS IMPOSED ON STREET DEVELOPMENT CONSENT, ISSUED PURSUANT TO THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979, AND DO NOT IN ANYWAY DISPLACE OR OVERRIDE CONDITIONS OF DEVELOPMENT CONSENT.

File No: 5071139 Date: 23 DEC 2015

T. Tulency  
General Manager



**WINGECARRISSE SHIRE COUNCIL**

These plans have been checked and found satisfactory with any amendments noted. This does not release the developer/subdivider from the responsibility for rectification errors and omissions in the plans which become exigent as construction progresses. The plans are subject to any conditions imposed on the development consent, issued pursuant to the Environmental Planning and Assessment Act 1979, and do not in anyway displace or override conditions of development consent.

File No. **5 0 7 1 / 3 9** Date: **2 3 DEC 2015**

for *T. Mulvaney* General Manager

**LEGEND**

- EXISTING SEWER PIPE
- EXISTING WATERMAIN PIPE
- PROPOSED 300 D UPVC RIB SEWER PIPE
- 1:1.4 HOUSE CONNECTION, MANHOLE, LAMP-HOLE

**NOTES**

1. FOR LEGEND AND GENERAL NOTES REFER SHEET 7.
2. ALL FITTINGS TO BE CORROSION PROTECTED.

[www.dialbeforeyoudig.com.au](http://www.dialbeforeyoudig.com.au)

**DIAL 1100 BEFORE YOU DIG**

**UTILITY SERVICES NOTE**

The location of utility services is shown on this drawing. The presence of a utility service as depicted upon service authority documents, the exact location, nature and size of the utility service must be confirmed by field investigations. The contractor is to obtain the relevant utility phone from Dial Before You Dig (Ph 1100) and recommendations made by the service authority are to be followed. Callers are to be accompanied with a worker in the vicinity of all services.

REVISION	DATE	BY	DESCRIPTION
A	15/01/15	JC	Issue for tender
B	24/01/15	JC	Change scope added
C	15/02/15	JC	Council Approvals

**CDS**

**Civil Development Solutions**

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 Office 06 8670 Station Street  
 BOWRAL NSW 2576  
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 E. richard@cdsolutions.com.au  
 www.cdsolutions.com.au

**Civil Development Solutions**

WINGECARRISSE SHIRE COUNCIL DA: 14/03/11  
**STAGE 3B**  
**PROPOSED SUBDIVISION**  
**BROUGHTON STREET MOSS VALE**

Sheet

DESIGNED	DRAWN	CHECKED	CALCULATED	DATE
J.C.	J.C.	R.A.	A.H.D.	15/01/15

**SEWER TRUNK MAIN**  
**ROUTE PLAN SHEET 5**

Scale: 1:500

0 10 20 30 40 50 METRES

WINGECARRISSE SHIRE COUNCIL  
 DA: 14/03/11  
**STAGE 3B**  
**PROPOSED SUBDIVISION**  
**BROUGHTON STREET MOSS VALE**

Sheet

**DARRABY PTY LTD**

Designed: J.C.  
 Drawn: J.C.  
 Checked: R.A.  
 Calculated: A.H.D.  
 Date: 15/01/15

Scale: 1:500

0 10 20 30 40 50 METRES

Designed: J.C.  
 Drawn: J.C.  
 Checked: R.A.  
 Calculated: A.H.D.  
 Date: 15/01/15

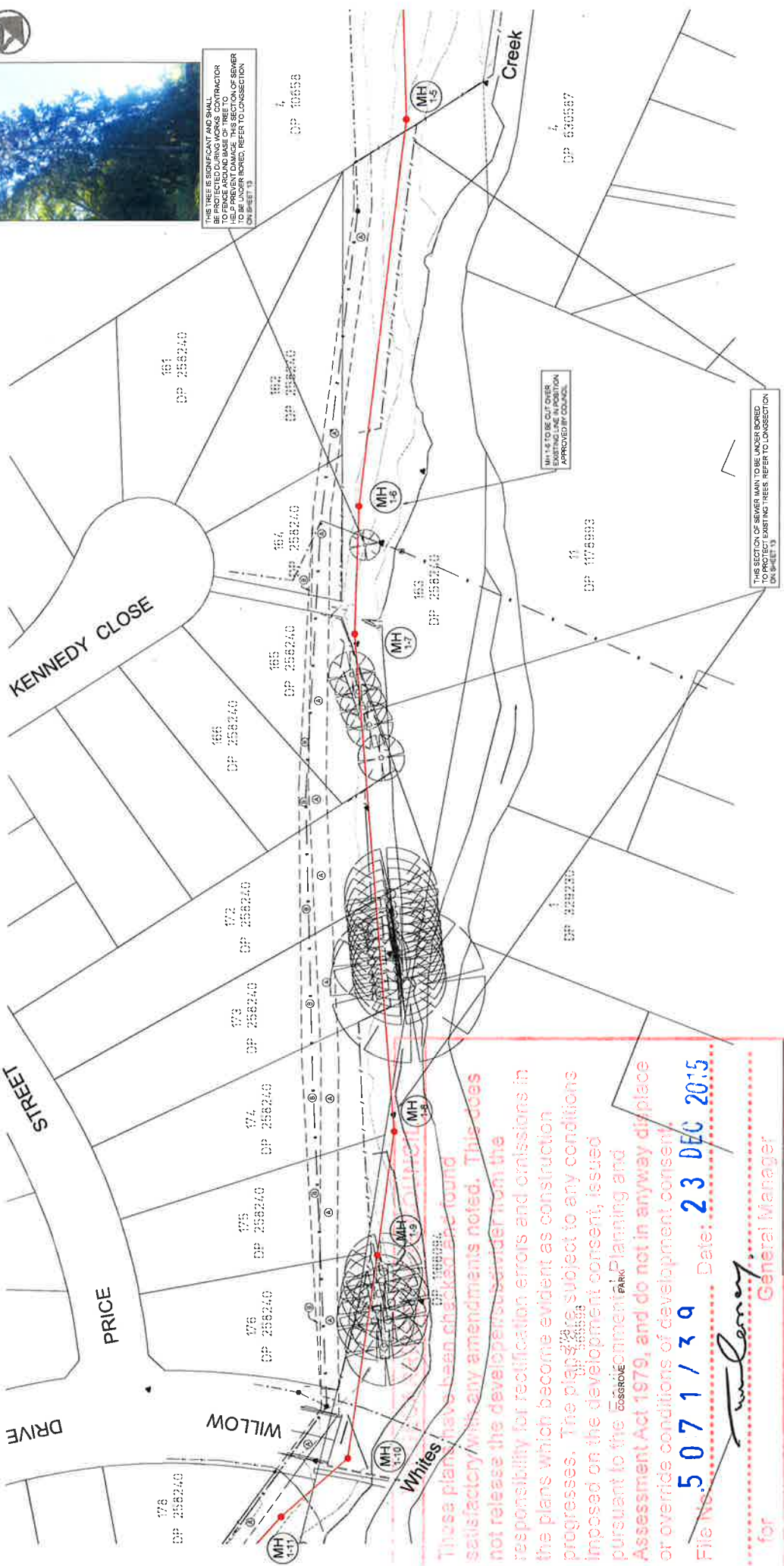




THIS TREE IS SIGNIFICANT AND SHALL BE PROTECTED DURING WORKS. CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO HELP PREVENT DAMAGE TO THIS SECTION OF SEWER TO BE UNDERBORED. REFER TO CONNECTION ON SHEET 13

MH 4 TO BE CUT OVER EXISTING LINE IN POSITION APPROVED BY COUNCIL

THIS SECTION OF SEWER MAIN TO BE UNDERBORED EXISTING TRUNK LINE REFER TO CONNECTION ON SHEET 13



These plans have been checked and found satisfactory with any amendments noted. This does not release the developer/submitter from the responsibility for rectification errors and omissions in the plans which become evident as construction progresses. The plans are subject to any conditions imposed on the development consent, issued pursuant to the **GOVERNMENT PLANNING AND ASSESSMENT ACT 1979**, and do not in anyway displace or override conditions of development consent.

File No. **5 0 7 1 / 3 9** Date: **23 DEC 2015**

for *Paul Lenny* General Manager

NOTE  
ANY RIPARIAN PLANTINGS DISTURBED DURING WORKS ARE TO BE REPLACED BY CONTRACTOR TO THE SATISFACTION OF WINGECARRIBEE SHIRE COUNCIL & SET OUT BELOW  
SPECIES TO MATCH EXISTING RIPARIAN PLANTING SPECIES

- Ⓐ EASEMENT FOR SEWERAGE GRAVITATION MAIN 4.57 WIDE (FP 189291) GOV. GAZ. 38 OF 4/01/99 9 WIDE MK C176774 FOLS 49/16
- Ⓑ EASEMENT FOR SEWERAGE GRAVITATION MAIN VARIABLE WIDTH (CP28224)

- LEGEND**
- EXISTING SEWER PIPE
  - EXISTING WATER MAIN PIPE
  - PROPOSED 300 P UFG BMU BRUSH PIPE
  - HOUSE CONNECTION, MANHOLE, LAMP GLASS
  - MH-1

- NOTES**
1. FOR LEGEND AND GENERAL NOTES REFER SHEET 2
  2. ALL FITTINGS TO BE CORROSION PROTECTED

**SEWER MANHOLE LID NOTE:**  
COUNCIL APPROVED GATE SEWER LIDS TO BE INSTALLED ON PROCEDURE THROUGH WSG SEWER & WATER DEPARTMENT

**Civil Development Solutions**  
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BOWRAL NSW 2576  
P. 4822-1277  
E. richard@civilsolutions.com.au  
www.civilsolutions.com.au



NO.	DATE	BY	DESCRIPTION
A	15/01/15	J.C.	Issue for Council
B	24/11/15	J.C.	Final Issue
C	16/12/15	J.C.	Final Issue

**UTILITY SERVICES NOTE**  
The location of utility services is indicated on these plans. The presence of a utility service as depicted upon service authority documents, the exact location, nature and size of the utility service must be confirmed by field reconnaissance. The contractor is to obtain the relevant utility plans from 'Dial Before You Dig' (Ph 1100). All recommendations made by the service authority are to be followed. Caution is to be exercised in the vicinity of all services.

[www.dialbeforeyoudig.com.au](http://www.dialbeforeyoudig.com.au)  
**DIAL 1100**  
BEFORE YOU DIG

WINGECARRIBEE SHIRE COUNCIL DA: 14/03/11  
**SEWER TRUNK MAIN ROUTE PLAN SHEET 6**  
STAGE 3B  
PROPOSED SUBDIVISION  
BROUGHTON STREET MOSS VALE  
DARRABY PTY LTD

Integrated J.C. A1 sheet remain C  
drawn J.C. Job Drawing Number  
checked R.A. 1204  
calculated A.H.D. CCST  
date 15/01/15 sheet 9 of 24

SCALE: 1:300  
0 20 40 60 METRES





MOSS VALE SEWAGE TREATMENT PLANT

DP 1679226

PUMP STATION RECEIVING MH

Creek

GIBBONS ROAD

DP 33517

DP 1676961

DP 103558

DP 610587

Whites

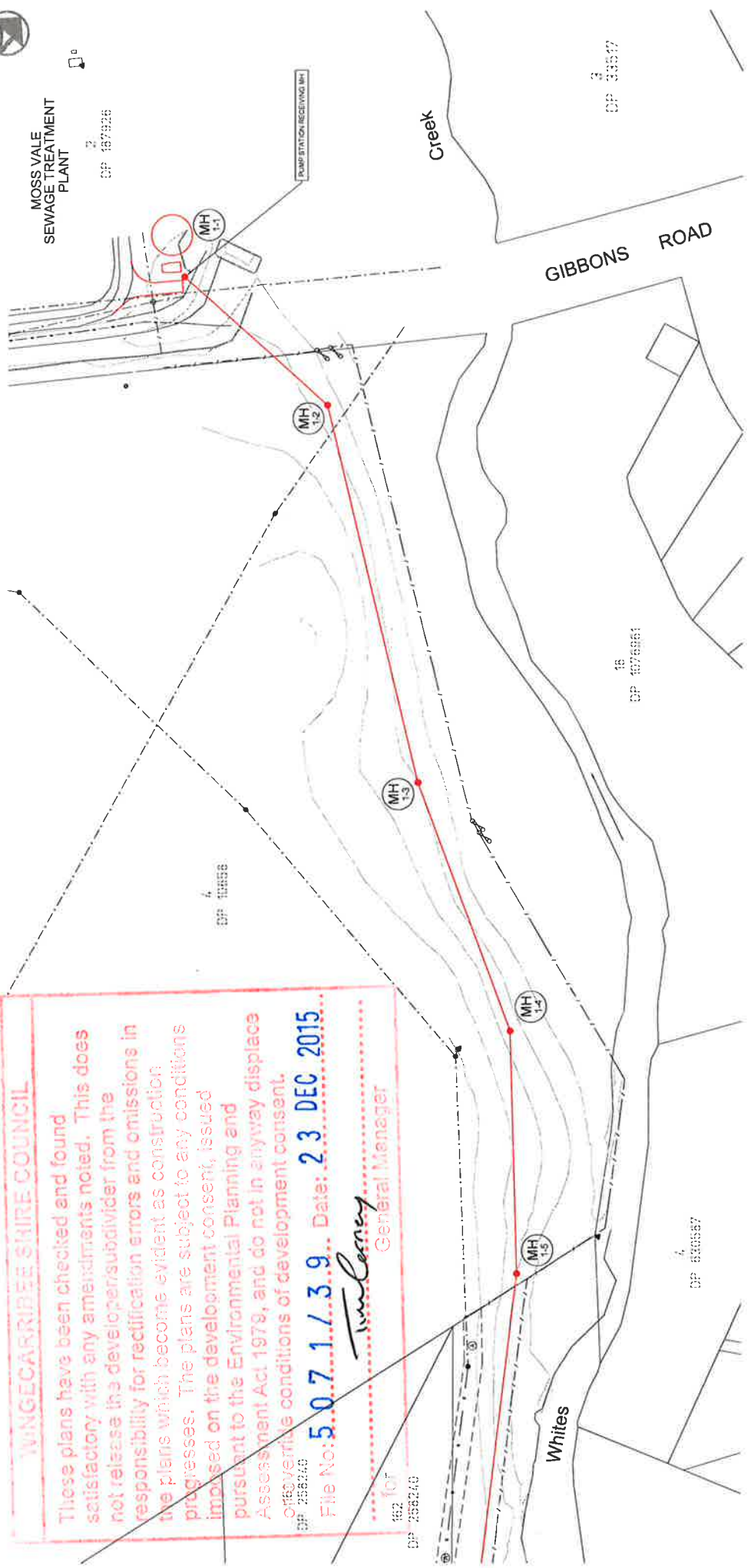
**WINGECARRIBEE SHIRE COUNCIL**

These plans have been checked and found satisfactory with any amendments noted. This does not release the developer/subdivider from the responsibility for rectification errors and omissions in the plans which become evident as construction progresses. The plans are subject to any conditions imposed on the development consent, issued pursuant to the Environmental Planning and Assessment Act, 1978, and do not in anyway displace on irrevocable conditions of development consent.

DP: 256240  
 File No: 5.07.1/3.9 Date: 23 DEC 2015

*Tim Lacey*  
 General Manager

462 107  
 DP 256240



LEGEND

- EXISTING SEWER PIPE
- EXISTING WATER MAIN PIPE
- PROPOSED 300 Ø UP/AC RCU SEWER PIPE
- HOUSE CONNECTION, MANHOLE, LAMPPILE
- MH
- MH

NOTES

- 1 FOR LEGEND AND GENERAL NOTES REFER SHEET 2
- 2 ALL FITTINGS TO BE CORROSION PROTECTED

SEWER MANHOLE LID NOTE:  
 COUNCIL APPROVED GATIC SEWER LIDS TO BE INSTALLED ON ALL NEW AND ADJUSTED MANHOLES. CONTRACTOR TO RECORD LIDS THROUGH HIS SERVICE & WITH HIS DEPARTMENT

[www.dialbeforeyoudig.com.au](http://www.dialbeforeyoudig.com.au)

**DIAL 1100 BEFORE YOU DIG**

UTILITY SERVICES NOTE  
 The location of utility services shown on this plan represents ratings made prior to the presence of a utility service as depicted upon service authority documents. The contractor is to confirm the location of utility services by conducting field inspection prior to the commencement of any work. The contractor is to obtain the relevant utility plans from Dial Before You Dig (1100). All recommendations made by the service authority are to be followed. Customers are to be instructed with regard to the priority of all services.

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 E: richard@csolutions.com.au  
 www.csolutions.com.au

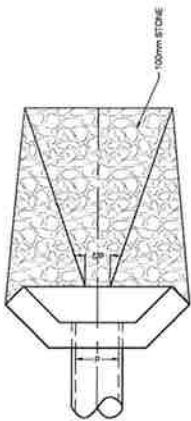
**GDS**  
 Civil Development Solutions

WINGECARRIBEE SHIRE COUNCIL DA: 1416031  
 STAGE 3B  
 PROPOSED SUBDIVISION  
 BROUGHTON STREET MOSS VALE  
 SHEET

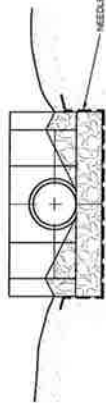
**SEWER TRUNK MAIN ROUTE PLAN SHEET 7**

designed	J C	A1 sheet	revision	C
drawn	J C	job drawing number		
checked	R A	1204		
datum	A H D	CCST		
date	15/01/15	sheet	10	items 24

SCALE: 1:500  
 0 10 20 30 40 50 METRES



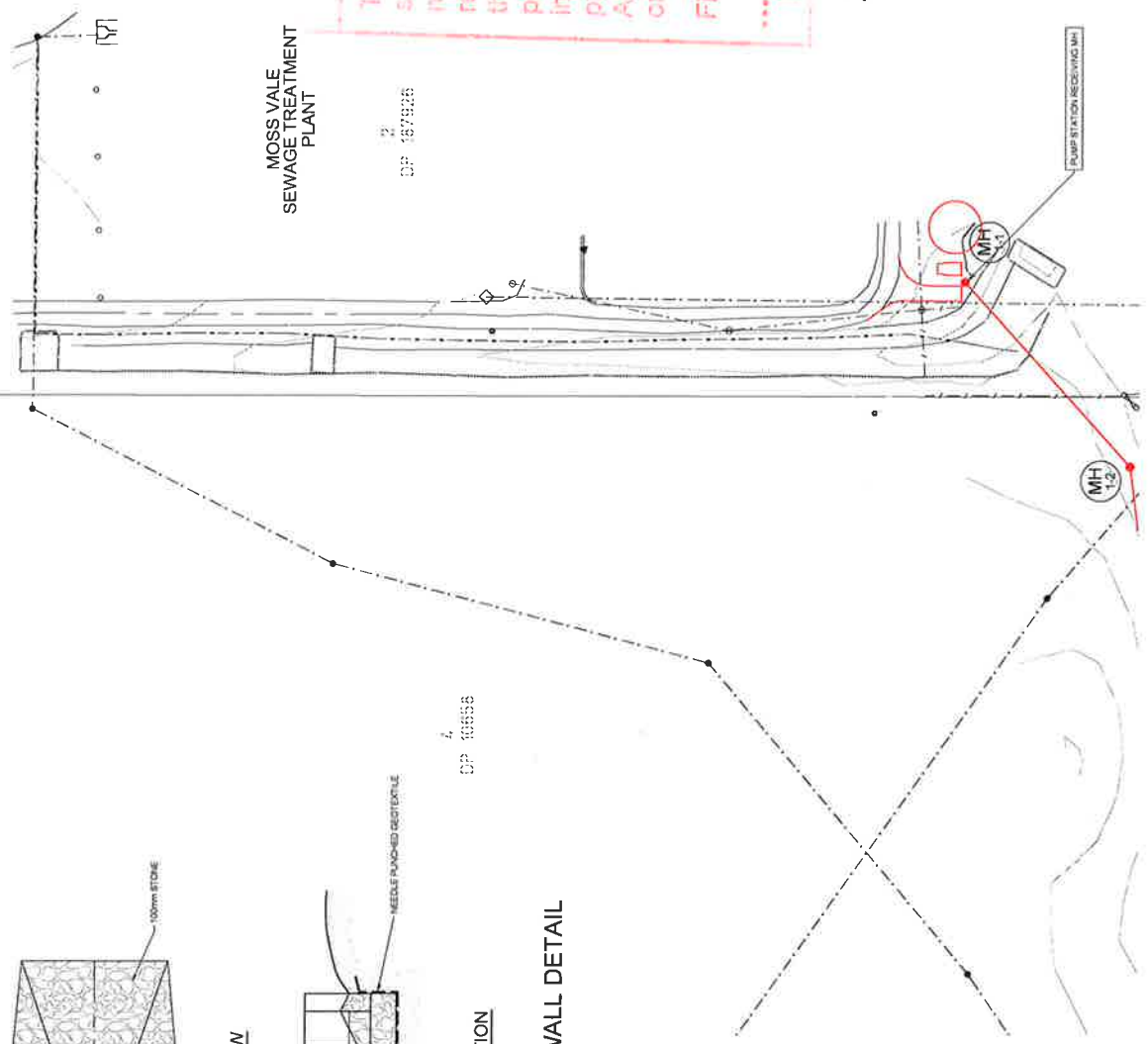
PLAN VIEW



END ELEVATION

TYPICAL HEADWALL DETAIL

NOT TO SCALE



MOSS VALE  
SEWAGE TREATMENT  
PLANT

2  
DP 1379225

4  
DP 63658



**UTILITY SERVICES NOTE**  
The location of utility services shown on this plan represents nothing more than the presence of a utility service as depicted upon service authority documents. The contractor is responsible for confirming the location of all services in the field prior to the commencement of any excavation, earthwork or other works. The contractor is to obtain the relevant utility plans from Dial Before You Dig (DBYD) prior to the commencement of any excavation. It is to be followed that a 10 x 10 excavated which works in the vicinity of a service.

PROPOSED	PROPOSED DETAILS	DATE	BY
A	FINAL PLAN	15/01/15	J.C.
B	CONTRACT SERVICE APPROVAL	24/01/15	J.C.
C	CLIENT APPROVAL	15/02/15	J.C.



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www.cdsolutions.com.au

WINGECARRIBEE SHIRE COUNCIL DA: 14/05/11  
STAGE 3B  
PROPOSED SUBDIVISION  
BROUGHTON STREET MOSS VALE  
DARRABY PTY LTD

SEWER TRUNK MAIN  
ROUTE PLAN SHEET 8  
SCALE: 1:500  
0 10 20 30 40 50 METRES

designed	J.C.	sheet	A1	revision	C
drawn	J.C.	job	Drawn	Number	1204
checked	R.A.	datum	A.H.D.		CCST
date	15/01/15	sheet	11	pages	24

**SEWER MANHOLE LID NOTE:**  
COUNCIL APPROVED CAST IRON LIDS TO BE INSTALLED ON ALL MANHOLES. THE LID MUST BE INSTALLED IN ACCORDANCE WITH THE PROCEDURE LID THROUGH W&C SERVICES & WATER DEPARTMENT

- LEGEND**
- S — EXISTING SEWER PIPE
  - EXISTING WATER MAIN PIPE
  - PROPOSED 300 B UP/AC/RU SEWER PIPE
  - U-1" HOUSE CONNECTION, MANHOLE, LAWP-HOLE
  - MH-1 MANHOLE
- NOTES**
- FOR LEGEND AND GENERAL NOTES REFER SHEET 2
  - ALL FITTINGS TO BE CORROSION PROTECTED

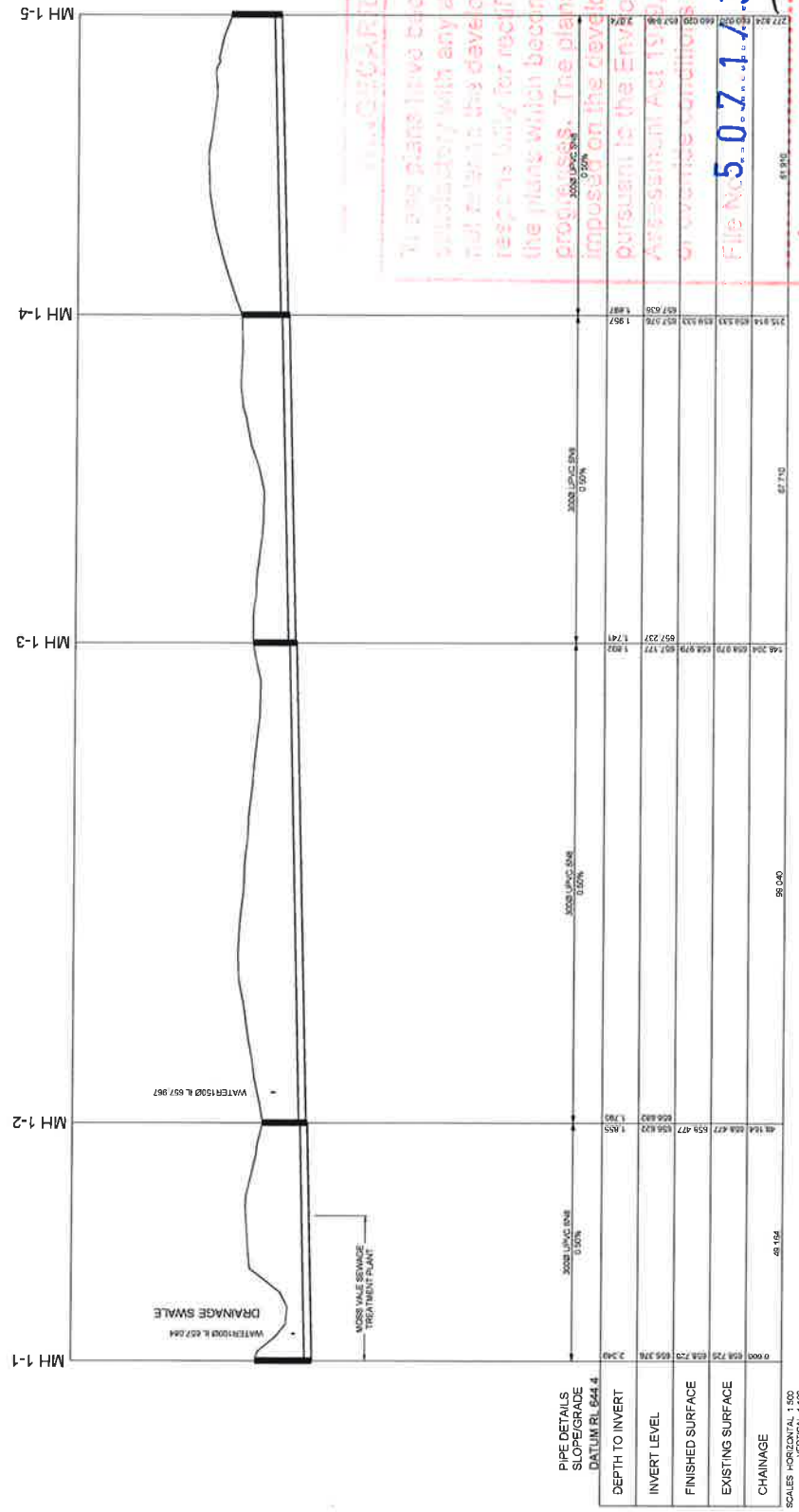
WINGECARRIBEE SHIRE COUNCIL

These plans have been checked and found satisfactory with any amendments noted. This does not release the developer/subdivider from the responsibility for rectification errors and omissions in the plans which become evident as construction progresses. The plans are subject to any conditions imposed on the development consent, issued pursuant to the Environmental Planning and Assessment Act 1979, and do not in anyway displace or override conditions of development consent.

File No: 507.1/3.9 Date: 23 DEC 2015

*Tim Loney*  
General Manager

**SEWER MANHOLE LID NOTE:**  
 COUNCIL APPROVED GATIC SEWER LIDS TO BE INSTALLED ON ALL NEW AND ADJUSTED MANHOLES. CONTRACTOR TO PROVIDE LIDS THROUGH WBC SEWER & WATER DEPARTMENT



**WINGECARRIBEE SHIRE COUNCIL**

All these plans have been checked and found satisfactory with any amendments noted. This does not relieve the developer/subdivider from the responsibility for rectification errors and omissions in the plans which become evident as construction progresses. The plans are subject to any conditions imposed on the development consent, issued pursuant to the Environmental Planning and Assessment Act 1979, and do not in anyway displace or override conditions of development consent.

**File No 5.0.7.1.7.3.9** Date: **23 DEC 2015**

*Tim Carney*  
 General Manager

**SEWER PROFILE LINE 1**

**WINGECARRIBEE SHIRE COUNCIL DA: 14/03/11**  
**STAGE 3B**  
**PROPOSED SUBDIVISION**  
**BROUGHTON STREET MOSS VALE**  
SHEET  
**DARRABY PTY LTD**

designed J.C. A1 sheet, revision C  
 drawn J.C. Job Drawn Number  
 checked R.A. 1204  
 drawn A.H.D. CCST  
 date 15/01/15 sheet 12 of 24

**SEWER TRUNK MAIN**  
**PROFILE SHEET 1**

SCALE: 1:100

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 BOWRAL NSW 2576  
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 E: info@cdsolutions.com.au  
 www.cdsolutions.com.au

**EDS**  
**Civil Development Solutions**

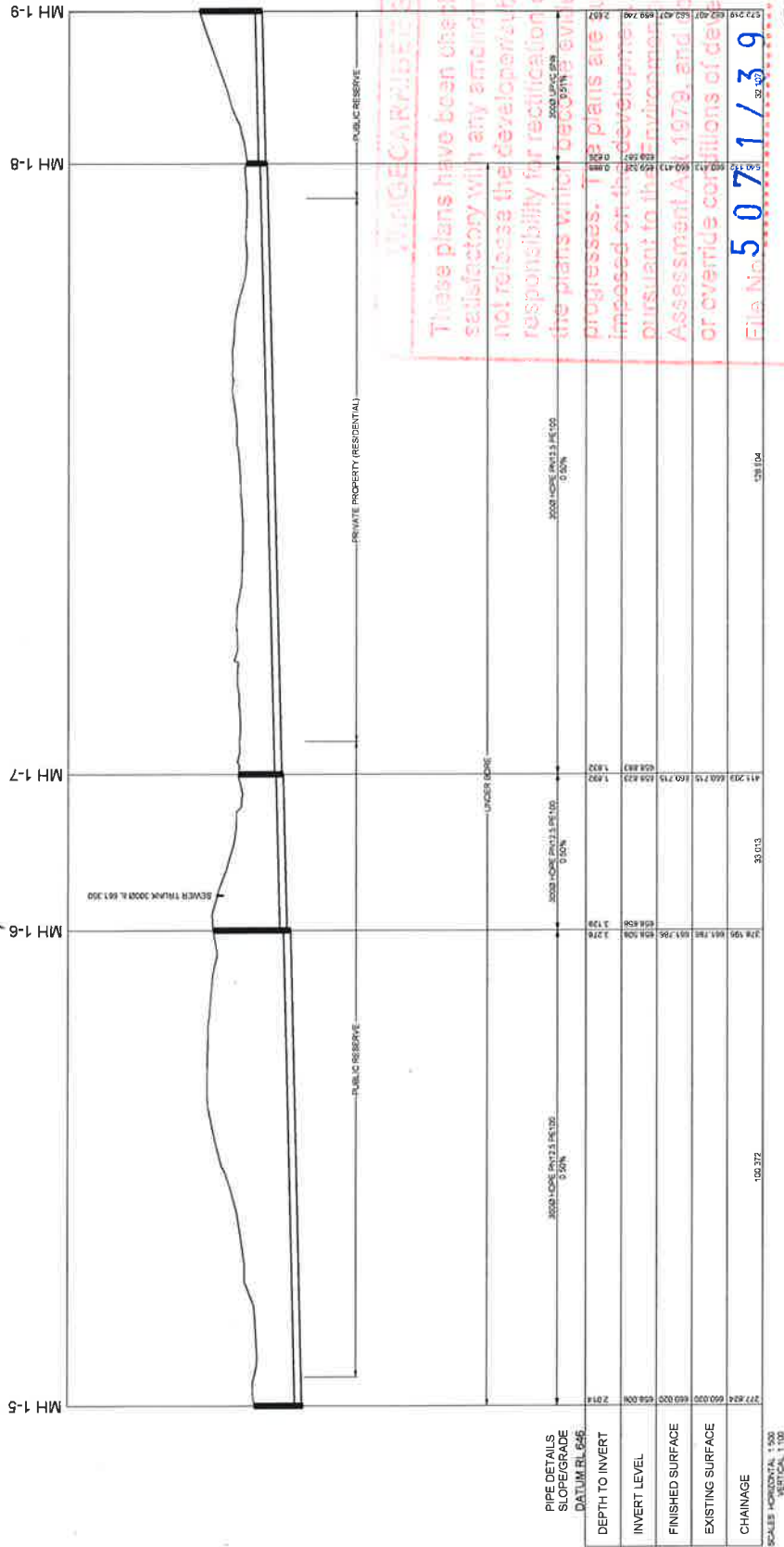
**UTILITY SERVICES NOTE**  
 The location of utility services shown on this plan represents nothing more than the location of utility services as depicted upon service authority documents. The contractor is to obtain the relevant utility plans from the relevant utility service providers prior to the commencement of any excavations, earthworks or other works. The contractor is to be advised of any utility services to be relocated. Caution is to be exercised with respect to the location of utility services.



SEWER MANHOLE LID NOTE:  
 ALL NEW AND REPLACEMENT MANHOLES TO BE INSTALLED ON  
 PRIVATE PROPERTY MUST BE APPROVED BY THE WATER DEPARTMENT  
 PRIOR TO CONSTRUCTION THROUGH WSC SEWER & WATER DEPARTMENT



MH-6 TO BE OUT-COVER  
 TO A MINIMUM HEIGHT  
 APPROVED BY COUNCIL



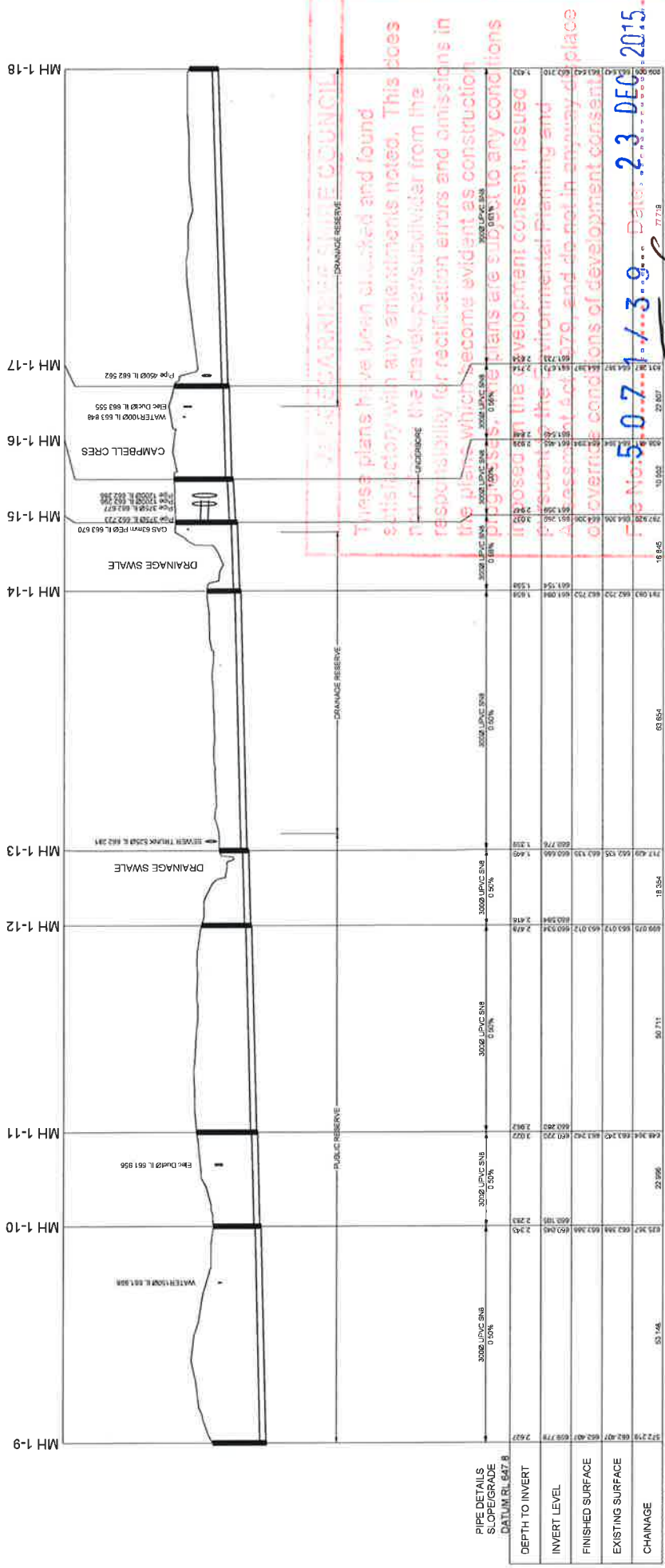
SEWER PROFILE LINE 1

**WINGECARRIBEE SHIRE COUNCIL**  
 These plans have been checked and found satisfactory with any amendments noted. This does not release the developer/builder from the responsibility for rectification errors and omissions in the plans which become evident as construction progresses. These plans are subject to any conditions imposed on the development consent, issued pursuant to the Environmental Planning and Assessment Act 1979, and do not in anyway displace or override conditions of development consent.  
 File No: **5071/39** Date: **23 DEC 2015**  
**Tim Conroy**  
 General Manager

<b>UTILITY SERVICES NOTE</b> The location of utility services as indicated on these drawings may differ from the actual location of utility services as indicated on service authority documents. The contractor is to obtain the relevant utility plans from Dial Before You Dig Ph 1100. All recommendations made by the service authority are to be followed. Chainage to be indicated which, wherever it is the vicinity of all services.	DESIGNATION: A DRAWN: J.C. CHECKED: J.C. DATE: 15/01/15	SHEET: 13 TOTAL SHEETS: 24
	PROJECT: Broughton Street Moss Vale CLIENT: DARRABY PTY LTD	DESIGNED: J.C. CHECKED: R.A. DATE: 15/01/15
<b>Civil Development Solutions</b> Civil Engineering, Development and Project Consultants Office: C6 68-70 Station Street, BOWRAL NSW 2576 P: 6852-1277 E: richard@cdsolutions.com.au www.cdsolutions.com.au	<b>SEWER TRUNK MAIN PROFILE SHEET 2</b> SCALE: 1:500 METRES	
<b>Civil Development Solutions</b> <b>GDS</b> WINGECARRIBEE SHIRE COUNCIL DA: 140551 STAGE 3B PROPOSED SUBDIVISION BROUGHTON STREET MOSS VALE SHEET	<b>CCST</b> 1204	



SEWER MANHOLE LID NOTE:  
 COUNCIL APPROVED GATE SEWER LIDS TO BE INSTALLED ON ALL NEW AND ADJUSTED MANHOLES CONTRACTOR TO PROCURE LIDS THROUGH WSC SEWER & WATER DEPARTMENT



SEWER PROFILE LINE 1

WINGECARRIBEE SHIRE COUNCIL  
 These plans have been checked and found satisfactory with any amendments noted. This does not constitute an endorsement of the plans or the responsibility for rectification errors and omissions in the plans which become evident as construction progresses. All plans are subject to any conditions imposed in the development consent, issued pursuant to the Environmental Planning and Assessment Act 1979, and do not in any way place a override conditions of development consent.  
 File No: 5071/13 Date: 23 DEC 2015  
 General Manager

UTILITY SERVICES NOTE  
 The location of all utility services is shown on this plan. The presence of a utility service as depicted upon service authority documents, the exact location, nature and size of the utility service must be confirmed by field investigation. The contractor is to obtain the relevant utility poles from 'Dig Before You Dig' Ph: 1100. All recommendations made by the service authority are to be followed. Cautions is to be exercised when working in the vicinity of all services.

SEWER TRUNK MAIN  
 PROFILE SHEET 3  
 SCALE: 1:500  
 METRES

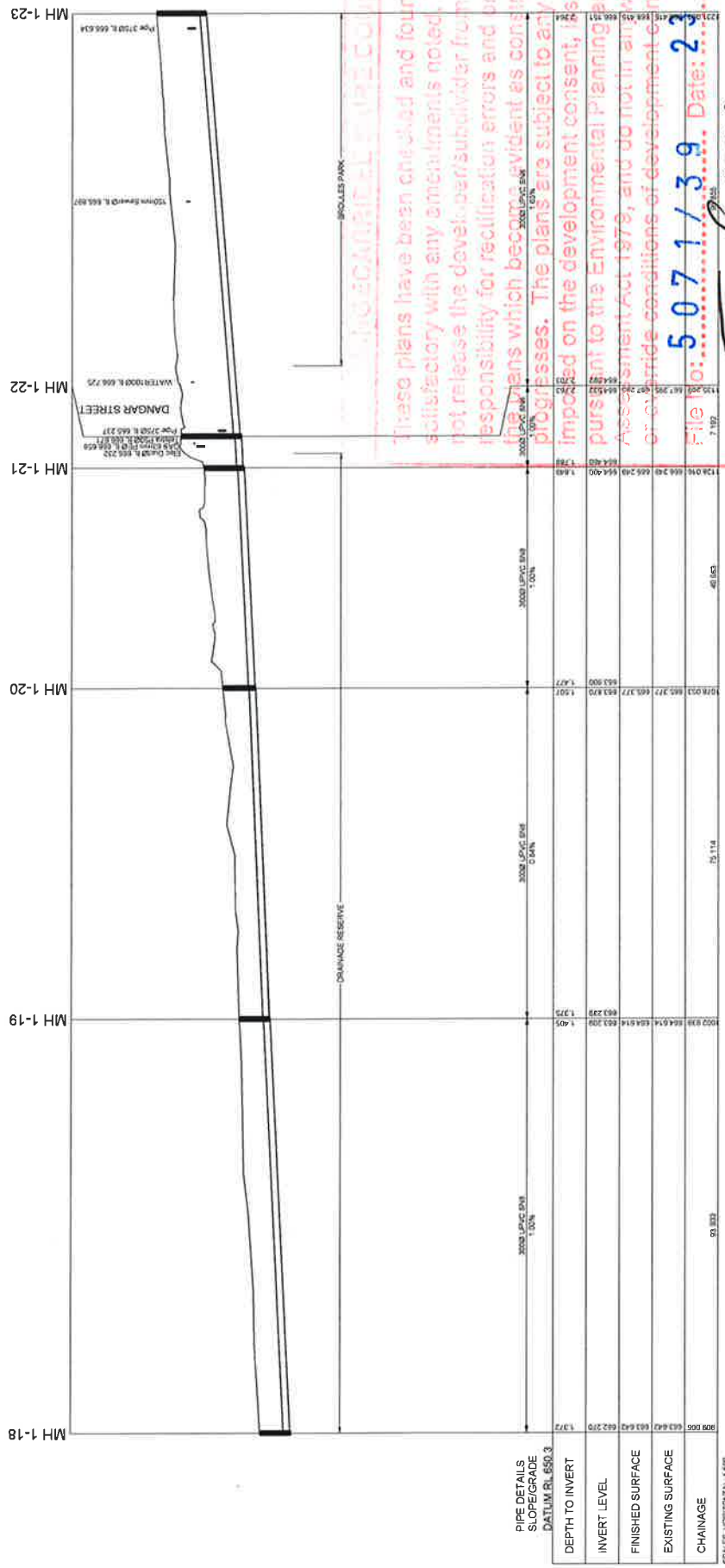
WINGECARRIBEE SHIRE COUNCIL DA: 14/05/11  
 STAGE 3B  
 PROPOSED SUBDIVISION  
 BROUGHTON STREET MOSS VALE  
 SHEET: DARRABY PTY LTD

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 www.cdsolutions.com.au

Revision	Details	Drawn	Checked
A	Original	24/11/15	JC
B	Change notes added	14/12/15	JC
C	Change Amendments	14/12/15	JC

Designed	J C	Sheet	A1
Drawn	J C	Job/Drawn Number	1204
Checked	R A	Scale	CCST
Calculated	A H D	Date	15/01/15
Scale	1:500	Sheet	14
Scale	1:500	Drawn	24

**SEWER MANHOLE LID NOTE:**  
 COUNCIL APPROVED CATC SEWER LIDS TO BE INSTALLED ON ALL NEW AND ADJUSTED MANHOLES. CONTRACTORS TO PURCHASE LIDS THROUGH WOD WATER & WASTE DEPARTMENT



**SEWER PROFILE LINE 1**

**WINGECARRIBEE SHIRE COUNCIL**

These plans have been checked and found satisfactory with any amendments noted. This does not release the developer/subdivider from the responsibility for rectification errors and omissions in the plans which become evident as construction progresses. The plans are subject to any conditions imposed on the development consent, issued pursuant to the Environmental Planning and Assessment Act 1979, and do not in anyway displace or override conditions of development consent.

File No: **5 0 7 1 / 3 9** Date: **2 3 DEC 2015**

*Tim Carney*  
 General Manager

**UTILITY SERVICES NOTE**

The location of utility services is shown on these plans. The presence of a utility service as depicted upon a service authority's documents. The exact location, nature and size of the utility service must be confirmed by field inspection. The contractor is to obtain the relevant utility plans from Dial Before You Dig Ph 1100. All recommendations made by the service authority are to be followed. Consent is to be exercised with working in the vicinity of all services.

**SEWER TRUNK MAIN PROFILE SHEET 4**

designer J.C. A1 sheet revision C  
 job Drawing Number 1204  
 sheets R.A. CCST  
 datum A.H.D.  
 year 15/01/15 sheet 15 of 24

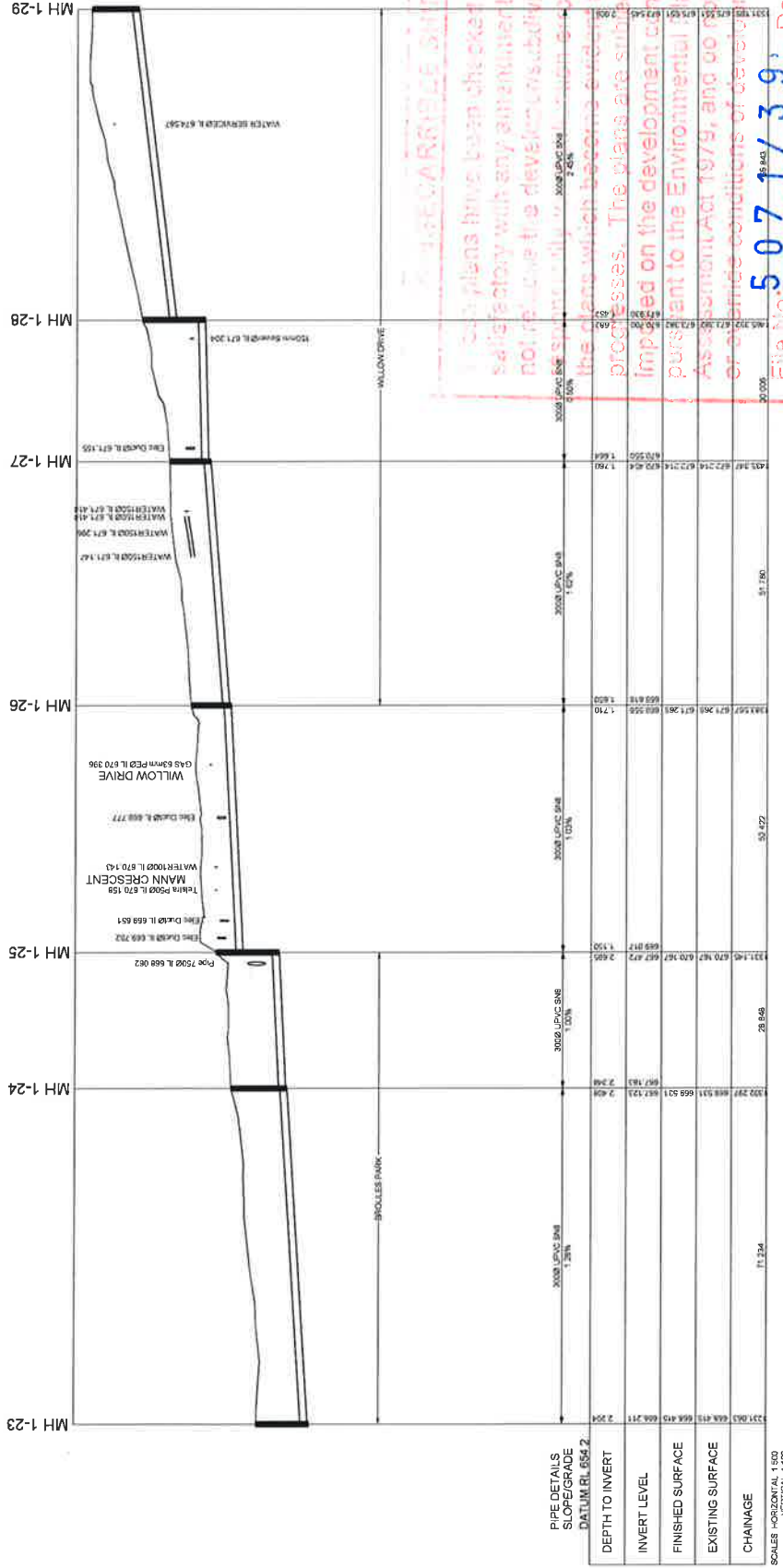
WINGECARRIBEE SHIRE COUNCIL DA: 14/03/11  
 STAGE 3B  
 PROPOSED SUBDIVISION  
 BROUGHTON STREET MOSS VALE  
 SHEET DARRABY PTY LTD

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 P: 4882-1277  
 E: richard@cdsolutions.com.au  
 www.cdsolutions.com.au

**E.D.S.**  
**Civil Development Solutions**



SEWER MANHOLE LID NOTE:  
 COUNCIL APPROVED GATIC SEWER LIDS TO BE INSTALLED ON  
 ALL SEWER MANHOLES. CONTACT THE LOCAL COUNCIL  
 PROCEDURE LID THROUGH W&S SEWER & WATER DEPARTMENT

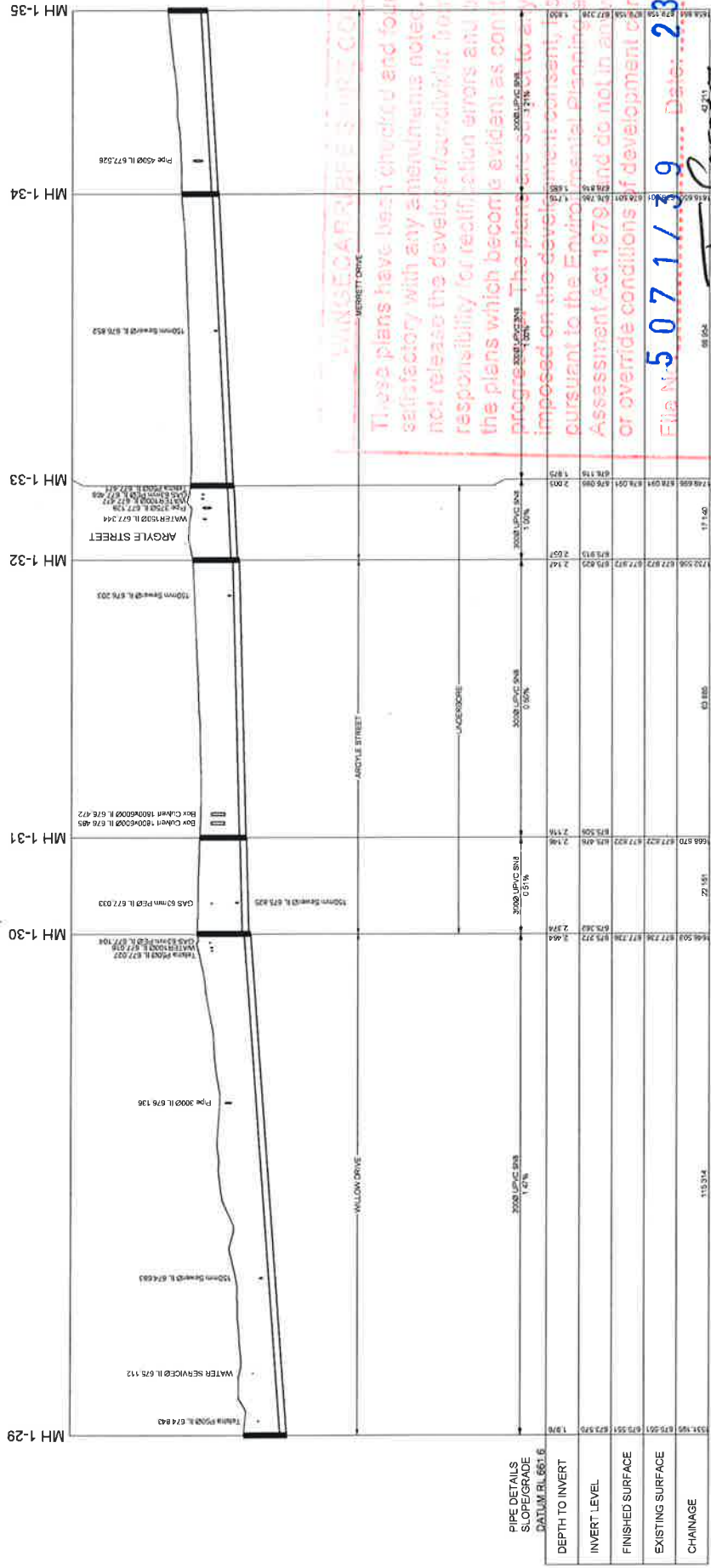


SEWER PROFILE LINE 1

**WINGECARRIBEE SHIRE COUNCIL**  
 The plans have been checked and found satisfactory with any amendments noted. This does not release the developer/subcontractor from the responsibility of ensuring that all pipes and manholes in the plans which become subject to construction processes. The plans are subject to any conditions imposed on the development consent, issued pursuant to the Environmental Planning and Assessment Act 1979, and do not in anyway displace or override conditions of development consent.  
**File No. 5 0 7 1 / 3 9**, Date: **2 3 DEC 2015**  
*Tim Carney*  
 General Manager

<p><b>Civil Development Solutions</b>          Civil Engineering, Development and Project Consultants          Office CB, 68-70 Station Street,          BOWRAL NSW 2576          P: 4852-1277          E: richard@civilsolutions.com.au          www.civilsolutions.com.au</p>	<p>WINGECARRIBEE SHIRE COUNCIL DA: 140531  <b>STAGE 3B</b>  <b>PROPOSED SUBDIVISION</b>  <b>BROUGHTON STREET MOSS VALE</b>          SHEET</p>	<p>Designed J.C.   sheet   revision C          Checked R.A.   1204          Datum A.H.D.   CCST          Date: 15/01/15   sheet 16   pages 24</p>	<p><b>SEWER TRUNK MAIN</b>  <b>PROFILE SHEET 5</b></p>
		<p>UTILITY SERVICES NOTE          The location of utility services shown on this plan represents nothing more than the presence of a utility service as depicted upon service authority documents. The location of utility services is to be confirmed by field investigation and/or excavation prior to the commencement of any construction work. The contractor is to obtain the relevant utility plans from 'Dig Before You Dig' and any recommendations made by the service authority are to be followed. Call 131 450 to be instructed where to dig and the location of all services.</p>	

**SEWER MANHOLE LID NOTE:**  
 COUNCIL APPROVED GATIC SEWER LIDS TO BE INSTALLED ON ALL NEW AND ADJUSTED MANHOLES. CONTRACTORS TO PROVIDE LIDS THROUGH WSC SEWER & WATER DEPARTMENT



WINGECARRIBEE SHIRE COUNCIL

These plans have been checked and found satisfactory with any amendments noted. This does not release the developer/divisor from the responsibility for rectification errors and omissions in the plans which become evident as construction progresses. The plans are subject to any conditions imposed on the development consent, issued pursuant to the Environmental Planning and Assessment Act 1979 and do not in anyway displace or override conditions of development consent.

Date: 23 DEC 2015

5 0 7 1 / 3 9

General Manager

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 www.cdsolutions.com.au

**CDS**

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WINGECARRIBEE SHIRE COUNCIL DA: 140531  
 STAGE 3B  
 PROPOSED SUBDIVISION  
 BROUGHTON STREET MOSS VALE  
 SHEET  
 DARRABY PTY LTD

Designed: J.C. LA1 sheet: Revision: C  
 Drawn: R.A. Job: Drawing Number: 1204  
 Checked: J.C. Status: A.H.D. CCST  
 Date: 15/01/15 sheet: 17 of 24

SEWER TRUNK MAIN  
 PROFILE SHEET 6

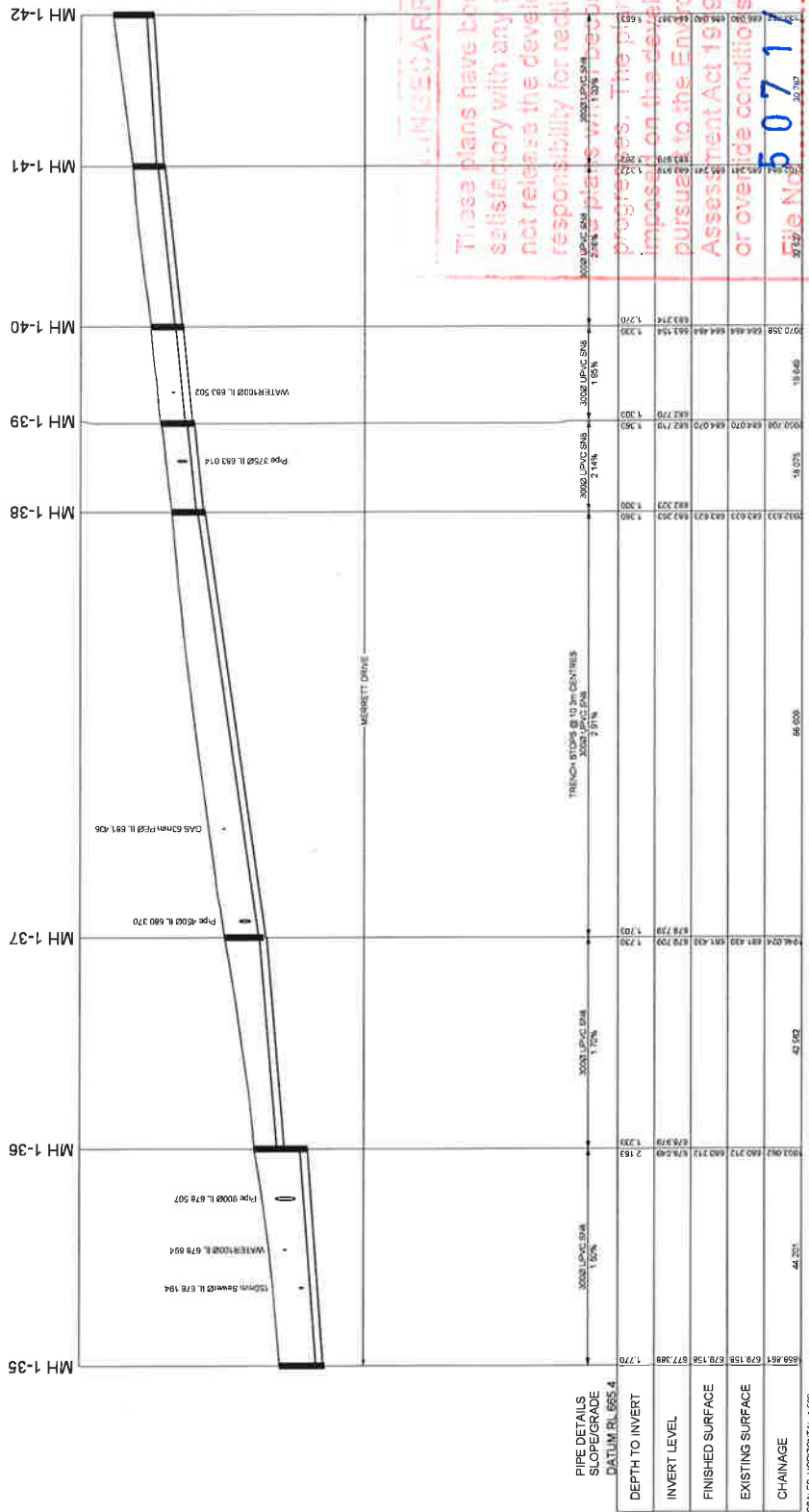
SCALE: 1:100

**UTILITY SERVICES NOTE**

The location of utility services is indicated near the centre line of the sewer service. It is the responsibility of the utility service authority to confirm the location of utility services and any other services. The contractor is to obtain the relevant utility plans from Dial Before You Dig Pty 1100. All recommendations made by the service authority are to be followed unless otherwise indicated on the plan or in the notes to all services.



**SEWER MANHOLE LID NOTE:**  
 COUNCIL APPROVED 600mm DIA. LIDS TO BE INSTALLED ON ALL NEW AND ADJUSTED MANHOLES. CONTRACTOR TO ASSURE LIDS THROUGH SEWER WHICH DEPARTMENT



SEWER PROFILE LINE 1

WINGECARRIBEE SHIRE COUNCIL

These plans have been checked and found satisfactory with any amendments noted. This does not release the developer/subdivider from the responsibility for rectification errors and omissions in progress. The plans are subject to any conditions imposed on the development consent, issued pursuant to the Environmental Planning and Assessment Act 1979, and do not in anyway displace or override conditions of development consent.

File No: **5071739** Date: **23 DEC 2015**

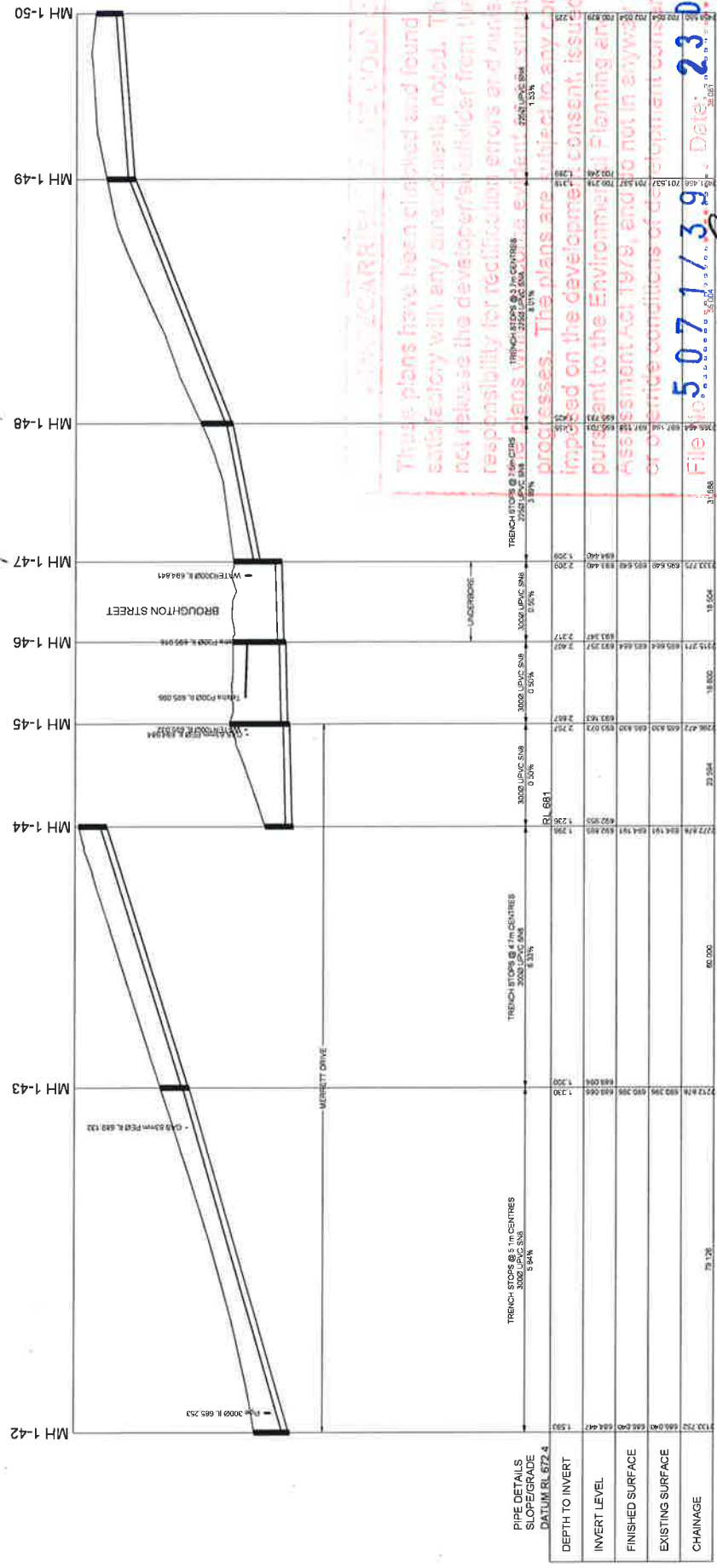
*Tim Carney*  
 General Manager

<p>UTILITY SERVICES NOTE</p> <p>The location of utility services is indicated on these plans. The presence of a utility service is dependent upon service authority records. The exact location, nature and size of the utility service must be confirmed by field observations. The contractor is to obtain the relevant utility plans from Dial Before You Dig 1100. All recommendations made by the service authority are to be followed. Consent is to be obtained with working in the vicinity of all services.</p>		<p>DATE</p> <p>15/01/15 JC</p> <p>24/11/15 JC</p> <p>16/01/15 JC</p>	
<p>PROPOSED SUBDIVISION</p> <p>BROUGHTON STREET MOSS VALE</p>		<p>SCALE</p> <p>HORIZONTAL 1:500</p> <p>VERTICAL 1:100</p>	
<p>SEWER TRUNK MAIN PROFILE SHEET 7</p>		<p>SCALE</p> <p>1:100</p>	
<p>WINGECARRIBEE SHIRE COUNCIL DA: 14/05/11</p> <p>STAGE 3B</p> <p>DARRABY PTY LTD</p>		<p>sheet</p> <p>18</p> <p>pages 24</p>	
<p>Civil Development Solutions</p> <p>Civil Engineering, Development and Project Consultants</p> <p>Office C6, 68-70 Station Street, BOWRAL NSW 2576</p> <p>P: 4852-1277</p> <p>E: info@cdsolutions.com.au</p> <p>www.cdsolutions.com.au</p>		<p>Job Drawing Number</p> <p>1204</p> <p>CCST</p>	



**SEWER MANHOLE LID NOTE:**  
 COUNCIL APPROVED GATE SEWER LIDS TO BE INSTALLED ON ALL NEWLY INSTALLED SEWER LINES. ALL EXISTING SEWER LIDS TO BE REPLACED WITH GATE SEWER LIDS THROUGH ROADS DEPARTMENT.

PROVIDE 150mm STUB FOR FUTURE EXTENSION  
 INV. 683.49

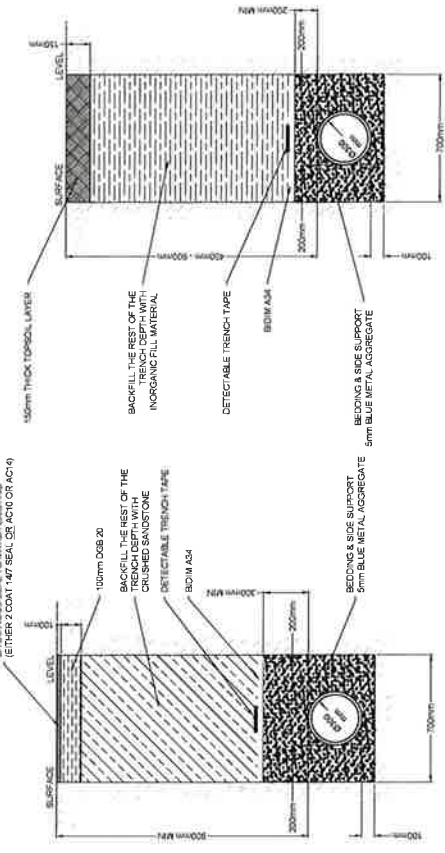


SEWER PROFILE LINE 1

THESE PLANS HAVE BEEN CHECKED AND FOUND SATISFACTORY WITH ANY AMENDMENTS NOTED. THIS DOES NOT RELIEVE THE DEVELOPER/INSTALLER FROM THE RESPONSIBILITY FOR RECTIFICATION ERRORS AND DISCREPANCIES IN PROGRESS. THE PLANS ARE SUBJECT TO ANY CONDITIONS IMPROVED ON THE DEVELOPER'S CONSENT, ISSUED PURSUANT TO THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979, AND TO NOT IN ANYWAY DISPLACE OR VARY THE CONDITIONS OF DEVELOPMENT CONSENT.  
 File No: 5.071/3.9 Date: 23 DEC 2015  
 General Manager

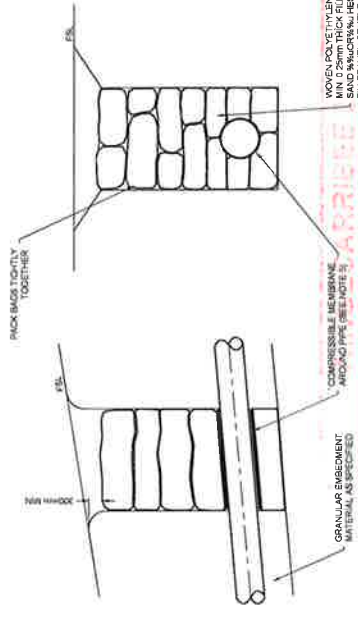
<p><b>Civil Development Solutions</b>          Civil Engineering, Development and Project Consultants          Office: G5, 68-70 Station Street,          BOWRAL NSW 2576          P: 4622-1277          E: richard@cdsolutions.com.au          www.cdsolutions.com.au</p>	<p>WINGECARRIBEE SHIRE COUNCIL DA 146531  <b>STAGE 3B</b>          PROPOSED SUBDIVISION          BROUGHTON STREET MOSS VALE          Client: DARRABY PTY LTD</p>	<p>Designed: J.C. 100          Checked: J.C. 100          Drawn: R.A. 100          Datum: A.H.D.          Date: 15/01/15          Sheet: 19          Issues: 24</p>	<p>Scale: 1:100          Scale: 1:50          Scale: 1:10</p>
<p><b>SEWER TRUNK MAIN PROFILE SHEET 8</b></p>			
<p><b>UTILITY SERVICES NOTE</b>          The location of all existing services from the presence of a utility service as depicted upon service authority documents. The exact location, nature and size of the utility services must be confirmed by field work. The contractor is to obtain the relevant utility plans from Dial Before You Dig Pty 1100. All recommendations made by the service authority are to be followed. Customers are to be advised while working in the vicinity of all services.</p>			

**SEWER TRENCH AND BACKFILL TYPICAL ARRANGEMENT**



TRENCH IN ROADWAY

TRENCH IN PRIVATE PROPERTY FOOTPATHS RESERVES ETC



**TRENCH STOP PLANS HAVE BEEN TRENCH STOP and found SIDE DETAIL SCALE 1:10**

- NOTES:
1. CONSTRUCT TRENCH STOPS AT LOCATIONS SPECIFIED ON THE SEWER PROFILES
  2. SEAL BAGS TO PREVENT LEAKAGE OF CONTAINED MATERIAL
  3. DO NOT DEFORM PIPES DURING PLACEMENT OF TRENCH STOPS
  4. PROVIDE CONTINUOUS DRAINAGE PATH THROUGH TRENCH STOPS AND BULKHEADS AROUND MANHOLES AND IN TRENCH EXCAVATIONS ACROSS ROADWAYS
  5. COMPRESSIBLE MEMBRANE AROUND PIPE TO BE 3mm THICK RUBBER FOR TRENCH STOPS

File No: **5 0 7 1 / 3 9** Date: **2 3 DEC 2015**

*Tim Coney*  
 General Manager

**SEWER MANHOLE LID NOTE:**  
 COUNCIL APPROVED GATE SEWER LIDS TO BE INSTALLED ON PROCEDURE LIDS THROUGH WSSC SEWER & WATER DEPARTMENT

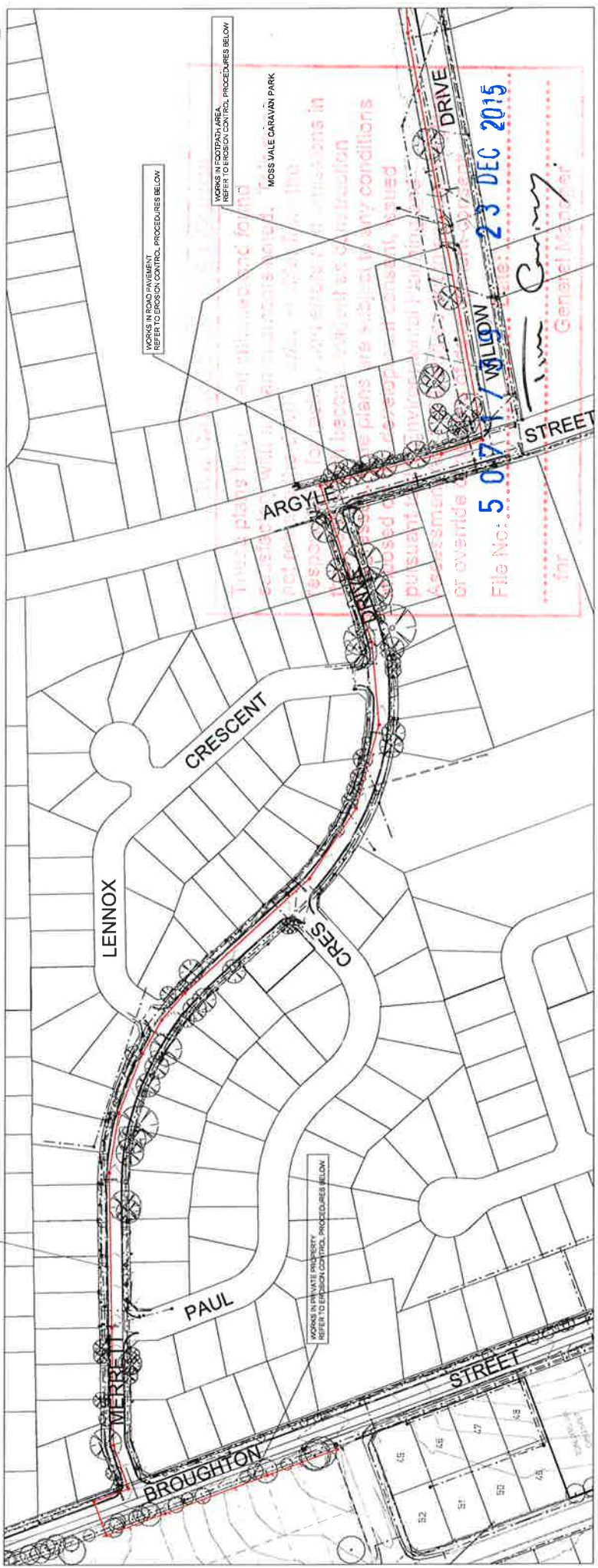
**UTILITY SERVICES NOTE**  
 The location of utility services requiring more care than the presence of a utility service as depicted upon service authority documents. The exact location, nature and size of the utility services must be confirmed by field investigations. The contributor is to obtain the relevant utility plans from Dial Before You Dig Pin 1100. All recommendations made by the service authority are to be followed. Callouts are to be executed while working in the vicinity of all services.

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 P. 4822-1277  
 E. richard@cdsolutions.com.au  
 www.cdsolutions.com.au

**Civil Development Solutions**  
 WINGECARRIBEE SHIRE COUNCIL DA: 14/05/11  
**STAGE 3B**  
**PROPOSED SUBDIVISION**  
**BROUGHTON STREET MOSS VALE**  
 SHEET

Designed	J.C.	A1 sheet	Revision	C
Checked	R.A.	Job Drawings Number		
Drawn	A.H.D.			
Date	15/01/15	Sheet	20	of 24





**EROSION & SEDIMENT CONTROL PROCEDURE FOR WORKS IN PRIVATE PROPERTY, ROAD FOOTPATH AREA AND COUNCIL PARK.**

- TRENCH SPOIL TO BE STOCKPILED IN ACCORDANCE WITH STOCKPILE DETAIL SD 41 ON SHEET 24
- SOIL DISTURBANCE TO BE KEPT TO A MINIMUM BY OPENING ONLY 200mm OF TRENCH MAXIMUM AT ANY ONE TIME
- ALL MATERIAL STOCKPILES TO COMPLY WITH STOCKPILE DETAIL SD 41 ON SHEET 24
- TRENCH BACKFILL AND SURFACE RESTORATION TO BE IN ACCORDANCE WITH SEWER TRENCH BACKFILL TYPICAL ARRANGEMENT DETAIL SHOWN ON SHEET 24
- ARRANGEMENT DETAIL SHOWN ON SHEET 24
- BACKFILLED TRENCH TO BE TOP SOILED AND TURRED IMMEDIATELY AFTER BACKFILLING AND COMPACTING
- VEHICLE ENTRY TO WORKS AREA TO BE RESTRICTED TO A SUITABLE LOCATION VIA A STABILISED SITE ACCESS

C FACTORS TO BE KEPT BELOW THE MAXIMUM VALUES SHOWN ON TABLE ON SHEET 24 DURING THE RELEVANT CONSTRUCTION (BLUE BOOK)

**EROSION & SEDIMENT CONTROL PROCEDURE FOR WORKS IN ROAD PAVEMENT AREAS AND ROAD SHOULDER AREAS.**

- TRENCH SPOIL IS NOT TO BE STOCKPILED ON THE ROAD PAVEMENT OR FOOTPATH AREA
- PAVEMENT DISTURBANCE TO BE KEPT TO A MINIMUM BY OPENING ONLY 100mm OF TRENCH MAXIMUM AT ANY ONE TIME
- ALL MATERIAL STOCKPILES TO COMPLY WITH STOCKPILE DETAIL SD 41 ON SHEET 24
- TRENCH BACKFILL AND ROAD PAVEMENT RESTORATION TO BE IN ACCORDANCE WITH SEWER TRENCH BACKFILL TYPICAL ARRANGEMENT DETAIL SHOWN ON SHEET 24
- WIRE MESH AND GRAVEL INLET FILTERS TO BE PLACED AROUND ALL DOWN STREAM KERB INLET PITS. REFER TO ARRANGEMENT DETAIL SHOWN ON SHEET 24
- C FACTORS TO BE KEPT BELOW THE MAXIMUM VALUES SHOWN ON TABLE ON SHEET 24 DURING THE RELEVANT CONSTRUCTION (BLUE BOOK)

**EROSION & SEDIMENT CONTROL PROCEDURE FOR WORKS IN COUNCIL DRAINAGE RESERVES AND ON LAND FRONTING WHITES CREEK.**

- WORKS TO OCCUR FROM AUTUMN TO SPRING THE PEAK RAINFALL SEASON OF SUMMER SHALL BE AVOIDED FOR CONSTRUCTION
- TRENCH SPOIL TO BE STOCKPILED UP-SLOPE OF TRENCH IN ACCORDANCE WITH STOCKPILE DETAIL SD 41 ON SHEET 24
- SOIL DISTURBANCE TO BE KEPT TO A MINIMUM BY OPENING ONLY 200mm OF TRENCH MAXIMUM AT ANY ONE TIME
- ALL MATERIAL STOCKPILES TO COMPLY WITH STOCKPILE DETAIL SD 41 ON SHEET 24 AND ARE TO BE KEPT WELLS
- CLEAR OF ANY WATER COURSE OR FLOW PATH AREA
- FILTER FENCE TO BE LOCATED DOWN SLOPE OF ANY OPEN TRENCH EXCAVATION
- BACKFILLED TRENCH TO BE TOP SOILED AND TURRED IMMEDIATELY AFTER BACKFILLING AND COMPACTING
- VEHICLE ENTRY TO WORKS AREA TO BE RESTRICTED TO A SUITABLE LOCATION VIA A STABILISED SITE ACCESS
- SOIL STOCKPILES TO BE KEPT BELOW THE MAXIMUM VALUES SHOWN ON TABLE ON SHEET 24
- STRAW BALE SILT TRAPS ARE TO BE PLACED IN ANY WATER COURSE DOWN STREAM OF WORKS AREA REFER TO DETAIL ON SHEET 24
- DETAIL ON SHEET 24
- C FACTORS TO BE KEPT BELOW THE MAXIMUM VALUES SHOWN ON TABLE ON SHEET 24 DURING THE RELEVANT CONSTRUCTION (BLUE BOOK)

[www.dialbeforeyoudig.com.au](http://www.dialbeforeyoudig.com.au)

**UTILITY SERVICES NOTE**

The location of utility services is shown on this plan. The presence of a utility service is indicated by a symbol. The exact location, nature and size of the utility service must be confirmed by field investigation. The contractor is to obtain the relevant utility plans from Dial Before You Dig Ph 1100. All recommendations made by the service authority are to be followed. Client is to be contacted in the vicinity of its services.

Category	Service	Location	Depth	Notes
A	Electricity	10m/110kV	1000	
B	Gas	10m/110kV	1000	
C	Water	10m/110kV	1000	

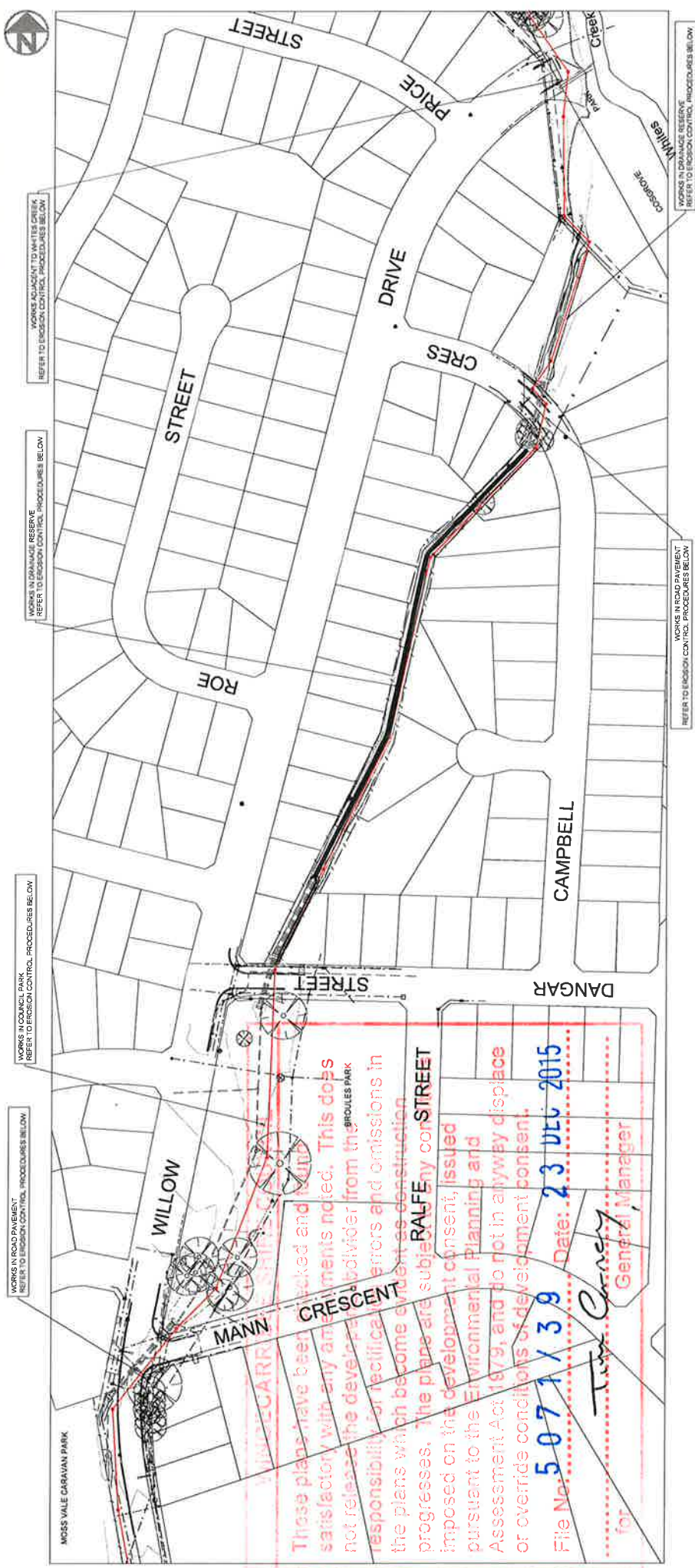
**Civil Development Solutions**  
 Civil Engineering, Development and Project Consultancy  
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 BOWRAL NSW 2576  
 P: 4852-1277  
 E: info@cdsolutions.com.au  
 www.cdsolutions.com.au

WINGECARRIEE SHIRE COUNCIL DA: 14/0831  
 STAGE 3B  
 PROPOSED SUBDIVISION  
 BROUGHTON STREET MOSS VALE  
 DARRABY PTY LTD

**EROSION & SEDIMENT CONTROL PLAN SHEET 1**

designed J C A1 sheet revision C  
 drawn J C J C Job Drawing Number  
 checked R A 1204  
 datum A H D CCST  
 scale 1:1000 sheet 21 of 24





**EROSION & SEDIMENT CONTROL PROCEDURE FOR WORKS IN COUNCIL DRAINAGE RESERVES AND ON LAND FRONTING WHITES CREEK.**

- 1 WORKS TO OCCUR FROM AUTUMN TO SPRING THE RAINFALL SEASON OF SUMMER SHALL BE AVOIDED FOR CONSTRUCTION.
- 2 TRENCH SPILL TO BE STOCKPILED UP-SLOPE OF TRENCH IN ACCORDANCE WITH STOCKPILE DETAIL SD 4-1 ON SHEET 24.
- 3 SOIL DISTURBANCE TO BE KEPT TO A MINIMUM BY OPENING ONLY 200mm OF TRENCH MAXIMUM AT ANY ONE TIME.
- 4 ALL MATERIAL STOCKPILES TO COMPLY WITH STOCKPILE DETAIL SD 4-1 ON SHEET 24 AND ARE TO BE KEPT WELL CLEAR OF ANY WATER COURSE OR FOOTPATH AREA.
- 5 BACKFILL TRENCH TO BE TOP SOILED AND TURNED IMMEDIATELY AFTER BACKFILLING AND COMPACTING.
- 6 VEHICLE ENTRY TO WORKS AREA TO BE RESTRICTED TO A SUITABLE LOCATION VIA A STABILISED SITE ACCESS POINT REFER TO DETAIL ON SHEET 24.
- 7 STRAW BALE SILT TRAPS ARE TO BE PLACED IN ANY WATER COURSE DOWN STREAM OF WORKS AREA REFER TO DETAIL ON SHEET 24.
- 8 NOMINATED TIMES DURING THE WORKS REFER ALSO TO MANAGING URBAN STORMWATER SOILS AND CONSTRUCTION (BLUE BOOK).
- 9

**EROSION & SEDIMENT CONTROL PROCEDURE FOR WORKS IN ROAD PAVEMENT AREAS AND ROAD SHOULDER AREAS.**

- 1 TRENCH SPILL IS NOT TO BE STOCKPILED ON THE ROAD PAVEMENT OR FOOTPATH AREA.
- 2 PAVEMENT DISTURBANCE TO BE KEPT TO A MINIMUM BY OPENING ONLY 100mm OF TRENCH MAXIMUM AT ANY ONE TIME.
- 3 ALL MATERIAL STOCKPILES TO COMPLY WITH STOCKPILE DETAIL SD 4-1 ON SHEET 24.
- 4 TRENCH BACKFILL AND ROAD PAVEMENT RESTORATION TO BE IN ACCORDANCE WITH SEWER TRENCH BACKFILL WORK METHOD AND GRAVEL TIE LAYERS TO BE USED AROUND ALL DOWN STREAM REELS INLET PITS. REFER TO DETAIL ON SHEET 24.
- 5 BACKFILL TRENCH TO BE TOP SOILED AND TURNED IMMEDIATELY AFTER BACKFILLING AND COMPACTING.
- 6 VEHICLE ENTRY TO WORKS AREA TO BE RESTRICTED TO A SUITABLE LOCATION VIA A STABILISED SITE ACCESS POINT REFER TO DETAIL ON SHEET 24.
- 7 NOMINATED TIMES DURING THE WORKS REFER ALSO TO MANAGING URBAN STORMWATER SOILS AND CONSTRUCTION (BLUE BOOK).

**EROSION & SEDIMENT CONTROL PROCEDURE FOR WORKS IN PRIVATE PROPERTY, ROAD FOOTPATH AREA AND COUNCIL PARK.**

- 1 TRENCH SPILL TO BE STOCKPILED UP-SLOPE OF TRENCH IN ACCORDANCE WITH STOCKPILE DETAIL SD 4-1 ON SHEET 24.
- 2 SOIL DISTURBANCE TO BE KEPT TO A MINIMUM BY OPENING ONLY 200mm OF TRENCH MAXIMUM AT ANY ONE TIME.
- 3 ALL MATERIAL STOCKPILES TO COMPLY WITH STOCKPILE DETAIL SD 4-1 ON SHEET 24.
- 4 TRENCH BACKFILL AND SURFACE RESTORATION TO BE IN ACCORDANCE WITH SEWER TRENCH BACKFILL TYPICAL WORK METHOD AND GRAVEL TIE LAYERS TO BE USED AROUND ALL DOWN STREAM REELS INLET PITS. REFER TO DETAIL ON SHEET 24.
- 5 BACKFILL TRENCH TO BE TOP SOILED AND TURNED IMMEDIATELY AFTER BACKFILLING AND COMPACTING.
- 6 VEHICLE ENTRY TO WORKS AREA TO BE RESTRICTED TO A SUITABLE LOCATION VIA A STABILISED SITE ACCESS POINT REFER TO DETAIL ON SHEET 24.
- 7 NOMINATED TIMES DURING THE WORKS REFER ALSO TO MANAGING URBAN STORMWATER SOILS AND CONSTRUCTION (BLUE BOOK).

**EROSION & SEDIMENT CONTROL PLAN SHEET 2**

designed J.C. A1 sheet revision C  
 drawn J.C. Job Drawing Number  
 1204  
 issued R.A.  
 datum A.H.D. CCST  
 scale 1:500/1:5  
 sheet 22 of 24

WINGECARRIEE SHIRE COUNCIL DA: 14/05/31  
 STAGE 3B  
 PROPOSED SUBDIVISION  
 BROUGHTON STREET MOSS VALE  
 DARRABY PTY LTD

**Civil Development Solutions**  
 Civil Engineering, Development and Project Consultancy  
 Office: CB, 68-70 Station Street,  
 BOWRAL, NSW 2576  
 P: 4882-1277  
 E: info@cdsolutions.com.au  
 www.cdsolutions.com.au



REVISION	REVISION DETAILS	DATE	BY
A	ISSUE FOR PERMIT	15/07/15	J.C.
B	CHANGE WORK ADDRESS	24/11/15	J.C.
C	CHANGE APPROVALS	14/12/15	J.C.

**UTILITY SERVICES NOTE**  
 The location of utility services shown on this plan represents nothing more than the presence of a utility service as indicated upon service authority documents. The contractor is to obtain the relevant utility plans from Dial before you dig networks. The contractor is to obtain the relevant utility plans from Dial before you dig networks. The contractor is to obtain the relevant utility plans from Dial before you dig networks. The contractor is to obtain the relevant utility plans from Dial before you dig networks. The contractor is to obtain the relevant utility plans from Dial before you dig networks.

**www.dialbeforeyoudig.com.au**  
**DIAL 1100 BEFORE YOU DIG**

These plans have been checked and approved by the relevant authority. This does not release the developer from the responsibility for rectifying errors and omissions in the plans which become evident as construction progresses. The plans are subject to any conditions imposed on the development consent, issued pursuant to the Environmental Planning and Assessment Act 1979, and do not in anyway displace or override conditions of development consent.

File No: 5 0 7 1 / 3 9 Date: 23 JULY 2015

*Tina Conery*  
 General Manager





**EROSION CONTROL NOTES**

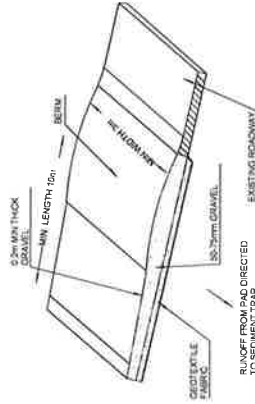
1. ALL EROSION AND SEDIMENT CONTROL MEASURES INCLUDING STABILISED SITE ACCESS SHALL BE INSTALLED IN ACCORDANCE WITH MANICHA GRASS STABILISED SOIL AND CONSTRUCTION VOLUME 1 (19th EDITION 2004), DURING THE CONSTRUCTION PHASE.
2. DISTURBANCE OF VEGETATION SHALL BE KEPT TO A MINIMUM BY STAGING THE DEVELOPMENT.
3. ALL DISTURBED AREAS SHALL BE REVEGETATED AS SOON AS THE ESSENTIAL WORKS ARE COMPLETED.
4. ALL DISTURBED AREAS SHALL BE REVEGETATED AS SOON AS THE ESSENTIAL WORKS ARE COMPLETED AND LATER REVEGETATED TO AN EXTENT OF 100%.
5. TURF STOCKPILES ARE TO BE NO HIGHER THAN 1.5 METRES AND ARE TO BE STORED SEPARATELY FROM UNDERLYING SOIL & RESERVOIR. TURF STOCKPILES ARE TO BE STORED SEPARATELY FROM UNDERLYING SOIL & RESERVOIR. MINIMUM DEPTH 100-125mm TURF. IS NOT TO BE REMOVED FROM SITE WHERE APPROPRIATE, INSTEAD OF STOCKPILING TURF. IT CAN BE USED TO REVEGETATE AREAS WHERE STOCKPILES WERE PREVIOUSLY LOCATED. THESE AREAS SHOULD BE REVEGETATED TO ORIGINAL WATER TABLES. TURF STOCKPILES ARE TO BE STORED IN A MANNER WHICH PREVENTS THEM FROM BEING WASHED AWAY BY WATER. ALL STOCKPILES AS BANKS NEED TO BE SEEDING & FERTILISED WITH THE RECOMMENDED SEED MIX.

**WINGECARRIBEE SHIRE COUNCIL**

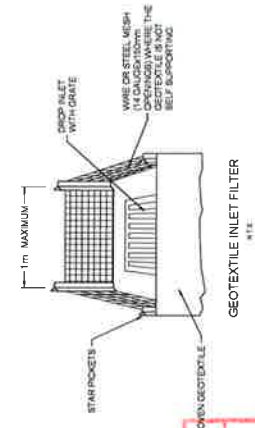
These plans have been checked and found satisfactory with any amendments noted. This does not release the developer/subdivider from the responsibility of ensuring compliance with the plans which are subject to amendment as construction progresses. The plans are subject to any conditions imposed on the development consent, issued pursuant to the Environmental Planning and Assessment Act 1979, and do not in anyway displace or override conditions of development consent.

File No: **5 0 7 1 / 3 9** Date: **23 DEC 2015**

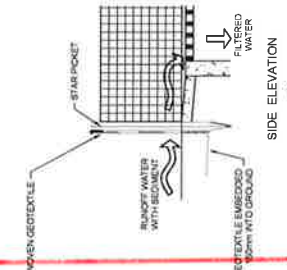
*Tina Gurney*  
 General Manager



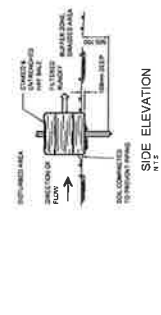
**STABILISED SITE ACCESS**  
 (NOT TO SCALE)



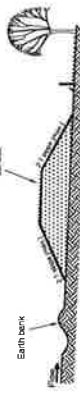
**GEOTEXTILE INLET FILTER**  
 N15



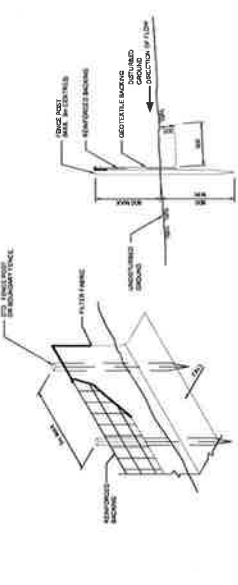
**WIRE MESH & GRAVEL INLET FILTER**  
 N15



**WIRE MESH & GRAVEL INLET FILTERS TO BE PROVIDED AT ALL FILTERS INLET THIS (SEE PLAN 3)**  
 N15



**STRAW BALE SILT CONTROL BARRIER**  
 DETAIL 1  
 N15



**FILTER FENCE**  
 DETAIL 2  
 N15

**Construction Notes**

1. Place stockpiles more than 2 (preferably 5) metres from existing vegetation, concentrated water flows, roads and access tracks.
2. Construct on the contour or low, flat, ungraded mounds.
3. Where there is sufficient area, rippled stockpiles shall be less than 2 metres in height.
4. Where they are to be in place for more than 10 days, stabilise following the approved EOP or SWMP to reduce the Cr-factor to less than 0.10.
5. Construct earth banks (Standard Drawing S-5) on the upslope side to divert water around stockpiles and access lanes (Standard Drawing S-6) 1.0-2 metres downslope.

**STOCKPILE DETAIL SD 4-1**

MAXIMUM C-FACTORS @ NOMINATED TIMES		REMARKS
DURING WORKS	MAXIMUM C-FACTOR	
LANDS		
1. 100% (100% TO 100%) 2. 100% (100% TO 100%) 3. 100% (100% TO 100%) 4. 100% (100% TO 100%) 5. 100% (100% TO 100%) 6. 100% (100% TO 100%) 7. 100% (100% TO 100%) 8. 100% (100% TO 100%) 9. 100% (100% TO 100%) 10. 100% (100% TO 100%) 11. 100% (100% TO 100%) 12. 100% (100% TO 100%)		

**UTILITY SERVICES NOTE**

The location of utility services shown on this plan requires nothing more than the presence of a utility service as depicted upon service authority documents. The responsibility for locating and marking utility services is the responsibility of the field operators. The contractor is to obtain the relevant utility plans from Dial Before You Dig (DBYD) prior to the commencement of any excavations, earthworks or other works. The contractor is to ensure that all utility services are marked and that all excavations are carried out in accordance with the relevant utility plans. Caution is to be exercised when working in the vicinity of all services.

**EROSION & SEDIMENT CONTROL PLAN SHEET 4**

WINGECARRIBEE SHIRE COUNCIL DA: 1410531  
 STAGE 3B  
 PROPOSED SUBDIVISION  
 BROUGHTON STREET MOSS VALE  
 SHEET

**DARRABY PTY LTD**

**GDS**  
 Civil Development Solutions  
 Civil Engineering, Development and Project Consultants  
 Office C06, 69-70 Station Street,  
 BOWRAL NSW 2576  
 P: 4962-1277  
 E: info@gdsolutions.com.au  
 www.gdsolutions.com.au

Approved by J.C. [Signature] Date: 15/01/15  
 Checked by R.A. [Signature] Date: 15/01/15  
 Drawn by A.H.D. [Signature] Date: 15/01/15

Project Number: 1204  
 CCST

Scale: 1:1000

### **Schedule 3**

(Clause 13.1)

## **Requirements for the carrying out of Sewer Main Work**

### **1 Inspections by Council**

- 1.1 The Developer and any contractor of the Developer (including any licenced plumber/drainer) is to provide the Council with not less than 24 hour's notice prior to the backfilling of the Sewer Main Work or any associated works to enable the Council's inspection of the work prior to the backfilling.

### **2 Developers Representative during Construction of Works**

- 2.1 Not less than 7 days prior to the commencement of construction of the Sewer Main Work or any associated works, the Developer must notify the Council in writing of the details of its representative (**Construction Supervisor**) who will be responsible for all aspects of construction and site control, including traffic control, sediment and erosion control and liaison with Council officers and all other Authorities.
- 2.2 For the purpose of clause 2.1, the details to be notified to the Council include (without limitation):
- 2.2.1 name of representative,
  - 2.2.2 company,
  - 2.2.3 position,
  - 2.2.4 contact phone number,
  - 2.2.5 contact fax number,
  - 2.2.6 after hours contact number and representative,
  - 2.2.7 signature of representative,
  - 2.2.8 signature & acceptance of representative by the Developer.
- 2.3 The Construction Supervisor must:
- 2.3.1 hold qualifications acceptable for Corporate Membership of the Institute of Engineers, Australia, or
  - 2.3.2 be approved in writing by the General Manager of the Council, or
  - 2.3.3 have experience and suitably relevant qualifications for the control, supervision and management of civil engineering works as required



for carrying land development, to the satisfaction of the Council evidenced in writing.

- 2.4 Not less than 7 days prior to commencing construction of the Sewer Main Work or any associated works, the Developer or the Construction Supervisor must:
  - 2.4.1 inform the Council in writing of its intention to commence construction including the entering onto of any land.
  - 2.4.2 submit to the Council a proposed schedule of Works.
- 2.5 Prior to the occupation of any land for the commencement of any work, the Developer is to make all contract documentation (including, without limitation schedule of works, specifications, bill of quantities, traffic control plan and soil and water management plan) available to the Council on request.
- 2.6 Without limiting any other provision of this Deed, if the Council considers that a breach of this clause, or any relevant Approval has occurred, or any Work is being carried out without the necessary Approval, the Council may give a written notice to the Developer to immediately cease work and the Developer is to comply with such a notice.

### **3 Hours of Construction Works**

- 3.1 Subject to anything to the contrary required in any Act or law, construction activities shall be limited to between 7.00am – 6.00pm Monday to Friday and 8.00am to 1.00pm Saturdays with no work on Sundays and public holidays.
- 3.2 Any variation of these hours may only occur with Council's consent.

### **4 Bond for Public Assets**

- 4.1 Prior to the issue of a Completion Notice under clause 20.7.1 of the Deed, the Developer is to provide the Council with a cash bond or Bank Guarantee in an amount equal to 5% of the cost to construct the Sewer Main Work and any associated works as determined by the Council acting reasonably (such amount not to be less than \$1,000.00).
- 4.2 Without limiting any other provision of this Deed, the Council may call up and apply the bond or Bank Guarantee referred to in clause 4.1 towards any costs incurred by the Council in remedying any Defects during the Defects Liability Period.
- 4.3 The Council is to release and return the bond or Bank Guarantee referred to in clause 4.1 of this Schedule (or any remaining part of it) at the end of the Defects Liability Period.

### **5 Developer Must Advise of Existing Damage to Property**

- 5.1 Prior to commencement of any Work, the Developer is to notify the Council in writing of any existing damage to any Council owned or controlled property including but not limited to kerbs, gutters, footpaths, walkways, reserves and the like.

- 5.2 Any damage to Council owned or controlled property identified at the completion of the Work that has not been notified under clause 5.1 of this Schedule is to be repaired by the Developer at its Cost.

## **6 Temporary Barriers on Council Property**

- 6.1 Prior to the commencement of any construction of the Sewer Main Work and any associated work, appropriate measures to the satisfaction of the Council are to be put in place in areas owned or controlled by the Council in order to protect the public and Council assets throughout the course of construction activities.

## **7 Placement of Fill**

- 7.1 The Developer is to obtain all necessary Approvals for the placement of fill generated by the construction of the Sewer Main Work and any associated works.
- 7.2 Any placement of fill is to be carried out in a controlled manner and in accordance with any relevant Approval and Council's Engineering Policies.

## **8 Erosion and Sediment Control Plan and Waste Management Plan Approval**

- 8.1 Prior to commencement of construction of the Sewer Main Work and any associated work, the Developer is to provide the Council with:
- 8.1.1 an erosion and sediment control plan ('**Erosion and Sediment Control Plan**'), and
  - 8.1.2 a waste management plan ('**Waste Management Plan**'),
- prepared by a suitably qualified person in accordance with Council's engineering policies, for approval by the Council and, if necessary, the Office of Environment & Heritage.

## **9 Erosion and Sediment Control Plan Inclusions**

- 9.1 The Erosion and Sediment Control Plan shall include scaled drawings and detailed specifications which can be readily understood and applied on-site by supervisory staff to the satisfaction of the Council.
- 9.2 Without limiting clause 9.1 of this Schedule, the Erosion and Sediment Control Plan is to include:
- 9.2.1 Locality of the site, a north point and scale.
  - 9.2.2 Existing contours of the site including catchment area boundaries and indications of direction of fall.
  - 9.2.3 Location of and basic description of existing vegetation.
  - 9.2.4 Diversion of uncontaminated up-slope run-off around the disturbed sites.

## **Darraby Sewer Planning Agreement**

### **Wingecarribee Shire Council**

### **Darraby Pty Ltd**

### **Broughton Street Moss Vale Pty Ltd**

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- 9.2.5 Location of significant natural areas requiring special planning or management including waters, floodplains, seasonally wet areas, areas prone to ponding/water logging, unstable slopes etc.
- 9.2.6 Location of all soil and material stockpiles.
- 9.2.7 Location of site access , proposed roads and other impervious areas.
- 9.2.8 Location and type of proposed erosion and sediment control measures.
- 9.2.9 Site rehabilitation proposals, including final contours.
- 9.2.10 Time of placement of sediment controls.
- 9.2.11 Staging of works and how the plan is to be implemented for each stage or activity on site.
- 9.2.12 Maintenance schedule.

## **10 Erosion and Sediment Control Plan Compliance**

- 10.1 The Sewer Main Work and associated works shall be carried out in accordance with the approved Erosion and Sediment Control Plan.
- 10.2 Implementation of the approved Erosion and Sediment Control Plan is to be supervised by personnel with appropriate training or demonstrated knowledge or experience in erosion and sediment control approved by the Council.
- 10.3 Without limiting any other provision of this Deed, the Council may exercise any of its functions under the Act or any other Act or law relating to the enforcement of any aspect of this clause.

## **11 Erosion Control**

- 11.1 To minimise soil erosion and sediment movement during construction of the Sewer Main Work and associated works, the following measures shall be implemented:
  - 11.1.1 Removal and/or disturbance of vegetation shall be confined to within two metres of the site of required works and the site(s) of permanent accessways.
  - 11.1.2 Topsoil stripped from the construction site shall be stockpiled and protected from erosion until re-use during landscaping. Soil is to be retained within the property.
  - 11.1.3 Stockpiles of construction and landscaping materials, and of site debris shall be located clear of drainage lines and in such a position that they are protected from erosion and do not encroach upon any footpath, nature strip or roadway.
  - 11.1.4 Final site spoil shall be disposed of to conform to the specifications and standards of the Council and to any conditions of Approval and must comply with any relevant Office of Environment & Heritage requirements.
  - 11.1.5 Trenches shall be backfilled, capped with topsoil and compacted to a level at least 75mm above adjoining ground level.

- 11.1.6 Vehicular access shall be controlled so as to prevent tracking of sediment onto adjoining roadways, particularly during wet weather or when the site is muddy. Where sediment is deposited on adjoining roadways the same shall be removed by means other than washing.
- 11.1.7 All material is to be removed as soon as possible and the collected material is to be disposed of in a manner which will prevent its mobilisation.
- 11.1.8 All disturbed areas shall be progressively stabilised and/or revegetated so that no areas remain exposed to potential erosion damage for more than 14 days or such other period as may be approved after earthworks cease.
- 11.1.9 All driveways and parking areas shall be stabilised with compacted sub-grade as soon as possible to allow vehicular access to the relevant property/s.

## **12 Tree Removal/Tree Preservation**

- 12.1 No trees are to be pruned, removed, damaged or destroyed without the prior written consent of Council and in accordance with any conditions of such consent.
- 12.2 All tree pruning and removal is to be carried out by an arborist approved by the Council using best endeavours to avoid any risk to life or damage to property. This person must have adequate public liability insurance cover to the satisfaction of the Council.
- 12.3 For the avoidance of doubt, all pruning, removal, damaging or destruction of trees are to be carried out in accordance with the Act, the Wingecarribee Local Environmental Plan 2010 and any other applicable law and nothing in this clause operates to permit a breach of them or derogates from the Councils functions under them relating to the enforcement of any aspect of this clause.

## **13 Disposal of Vegetation**

- 13.1 Any trees or vegetation that have been removed or cleared are to be disposed of in accordance with the Waste Management Plan approved by the Council.
- 13.2 Any removed or cleared trees or vegetation shall be either mulched for reuse on site or transported to an approved waste/recycling facility in accordance with the approved Waste Management Plan.
- 13.3 No vegetation shall be burnt except with an approval issued by Council under Clause 6G (2) of the Protection of the Environment (Clean Air) Regulation 2002.

## **14 Stabilisation of Exposed Soil**

- 14.1 All exposed areas are to be progressively stabilised and revegetated on completion of the Sewer Main Work and any associated works to the satisfaction of the Council to prevent pollution of waterways.

## **15 Dust Suppression**

- 15.1 During the carrying out of the Sewer main Work and any associated work, the Developer is to use all reasonable methods (for example water cart, vegetation etc) to control dust from the site whenever conditions are favourable to dust formation.

## **16 Consent Required for Work within Road Reserve – Section 138 Roads Act 1993**

- 16.1 Prior to commencement of any work within a road reserve, the Developer is to obtain consent from the appropriate roads authority for that work as required under section 138 of the Roads Act 1993).
- 16.2 For the purpose of clause 16.1 of this Schedule, works within a road reserve may include, without limitation, activities such as erecting a structure, digging up or disturbing the surface of a public road, removing or interfering with a structure, or any other activities as defined within the Roads Act 1993.
- 16.3 Without limitation, an application to the appropriate roads authority for consent under section 138 of the Roads Act 1993 is to include:
- 16.3.1 A copy of approved design plans relating to the proposed works to be undertaken.
- 16.3.2 A Traffic Control Plan (TCP) to provide protection for those within and adjacent to the work site, including the travelling and pedestrian public. The TCP must comply with the Roads and Traffic Authority's manual "Traffic Control at Work Sites". Warning and protective devices shall comply with the provisions of AS1742.3 – 2002 Traffic Control Devices for Works on Roads. The plan must be prepared and certified by a person holding the appropriate Roads and Traffic Authority accreditation, a copy of which is to be submitted with the plan.
- 16.3.3 Details of all temporary barriers and various other arrangements proposed to be installed to protect the general public from potential disruption and/or injury and also how Council assets will be protected throughout the course of construction activities.
- 16.3.4 Insurance details – Public Liability Insurance to an amount of \$20 million, to be held by applicant / contractor undertaking the works.
- 16.4 Where works are required within a classified road within the meaning of the Roads Act 1993, , the Developer must obtain the concurrence and / or the approval of the Roads and Maritime Services for engineering design plans, Traffic Control Plans and consent under Section 138 of the Roads Act 1993.
- 16.5 All works within road reserves are to be carried out in accordance with any consent granted under section 139 of the Roads Act 1993.

## **17 Asset Management**

- 17.1 On completion of the Sewer Main Work and any associated works, the Developer is to provide to the Council, in a form to be provided by the

**Darraby Sewer Planning Agreement**  
**Wingecarribee Shire Council**  
**Darraby Pty Ltd**  
**Broughton Street Moss Vale Pty Ltd**

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Council, a detailed summary of those works so as to allow Council to update its assets register.

**Darraby Sewer Planning Agreement**  
**Wingecarribee Shire Council**  
**Darraby Pty Ltd**  
**Broughton Street Moss Vale Pty Ltd**

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**Execution**


**Executed as a Deed**

**Dated:** 23. 12. 2015

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**Signed, sealed and delivered on behalf of the Council**

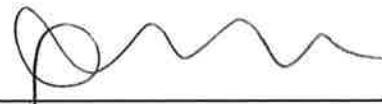
  
\_\_\_\_\_  
Acting  
General Manager

  
\_\_\_\_\_  
Witness **ELIZABETH JOHNSON**  
**ADMINISTRATION ASSISTANT**

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**Signed, sealed and delivered on behalf of Darraby Pty Ltd** in  
accordance with s127(1) of the Corporations Act (Cth) 2001

  
\_\_\_\_\_  
Name/Position **DIRECTOR**

  
\_\_\_\_\_  
Name/Position **PETER MCCABE - DIRECTOR**

**Darraby Sewer Planning Agreement**  
**Wingecarribee Shire Council**  
**Darraby Pty Ltd**  
**Broughton Street Moss Vale Pty Ltd**

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**Signed, sealed and delivered on behalf of Broughton Street Moss Vale Pty Ltd** in accordance with s127(1) of the Corporations Act (Cth) 2001

*Bentley Collier* DIRECTOR

Name/Position



Name/Position PETER McCABE - DIRECTOR



## **Appendix**

(Clause 49)

*Environmental Planning and Assessment Regulation 2000*

(Clause 25E)

## **Explanatory Note**

### **Draft Planning Agreement**

Under s93F of the *Environmental Planning and Assessment Act 1979*

### **Parties**

**Wingecarribee Shire Council** ABN 49 546 344 354 of Civic Centre Elizabeth St Moss Vale NSW 2577 (**Council**)

**Darraby Pty Ltd** ABN 37 153 183 012 of 22-24 Junction Street, Forest Lodge NSW 2037

**Broughton Street Moss Vale Pty Ltd** ACN 143 539 208 of 22-24 Junction Street, Forest Lodge NSW

(together the **Developer**)

### **Description of the Land to which the Draft Planning Agreement Applies**

Lot 44 in DP1202638 and Lot 36 in DP1202638 and any lot created by subdivision of those lots.

### **Description of Proposed Development**

Residential subdivision of the Land to create approximately 256 Final Lots.

## **Summary of Objectives, Nature and Effect of the Draft Planning Agreement**

### **Objectives of Draft Planning Agreement**

The objective of the Draft Planning Agreement is to provide sewer infrastructure to meet the Development.

### **Nature of Draft Planning Agreement**

The Draft Planning Agreement is a planning agreement under s93F of the *Environmental Planning and Assessment Act 1979* (Act). The Draft Planning Agreement is a voluntary agreement under which Development Contributions (as defined in clause 1.1 of the Draft Planning Agreement) are made by the Developer for public purposes (as defined in s93F(3) of the Act).

### **Effect of the Draft Planning Agreement**

The Draft Planning Agreement:

- relates to the carrying out by the Developer of residential subdivision of the Land,
- does not exclude the application of s 94, s94A or s94EF of the Act to the Development,
- requires the carrying out of specified sewer main works by the Developer and payment of monetary contributions for the augmentation of a sewer treatment plant,
- is to be registered on the title to the Land,
- imposes restrictions on the Parties transferring the Land or part of the Land or assigning an interest under the agreement,
- provides two dispute resolution methods for a dispute under the agreement, being expert determination and mediation,
- provides that the agreement is governed by the law of New South Wales, and
- provides that the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) applies to the agreement.

## **Assessment of the Merits of the Draft Planning Agreement**

### **The Planning Purposes Served by the Draft Planning Agreement**

The Draft Planning Agreement:

- promotes and co-ordinates of the orderly and economic use and development of the Land to which the agreement applies,
- promotes the provision and co-ordination of community services and facilities, and
- provides increased opportunity for public involvement and participation in environmental planning and assessment of the Development

### **How the Draft Planning Agreement Promotes the Public Interest**

The draft Planning Agreement promotes the public interest by promoting the objects of the Act as set out in s5(a)(ii), (v) and 5(c) of the Act.

#### **For Planning Authorities:**

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

N/A

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

N/A

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

The Draft Planning Agreement promotes the elements of the Council's charter by:

- providing adequate, equitable and appropriate services and facilities for the community,
- providing a means that allows the wider community to make submissions to the Council in relation to the agreement.

##### ***All Planning Authorities – Whether the Draft Planning Agreement Conforms with the Authority's Capital Works Program***

No. The Sewer Main Work required to be constructed by the Developer does not form part of the Councils capital works program.

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

This Draft Planning agreement contains requirements that must be complied with before a Subdivision Certificate is issued, being:

- construction of the Sewer Main Work and,
- payment of monetary contributions.